

FACILITY COMMITTEE AGENDA

Michael McGinnis and Dave Donnan

Wednesday, December 6, 2023 – 3:00 P.M.

If you need an accommodation to participate in this meeting, please call (530) 895-4711

Posted Prior to 3:00 PM Friday, December 1, 2023

AGENDA

1. Call to Order

2. Public Comments

Members of the public may address the Committee at this time on any matter not already listed on the Agenda, with comments being limited to three minutes. The Committee cannot take any action at this meeting on requests made under this section of the agenda.

3. Donation and Facility Naming Policy (Staff report FA-23-024)

District Staff have updated the Donation and Facility Naming policy to ensure compliance with the Government Code and to better align with current business practices.

4. Chico Observatory (Staff Report FA-23-025)

District staff will report on information related to acquiring the Chico Observatory.

5. DeGarmo Golf Facility (Staff report FA-23-026)

District staff will discuss updates related to the facility and Esplanade improvements.

6. Community Input Report (Staff report FA-23-027)

Community input sessions were recently facilitated for the development of the Aquatic Recreation Facility and the development of Henshaw Park. District staff will report on the community input.

7. Softball Field Repairs (Staff report FA-23-028)

District staff will discuss updates related to the recent softball field repairs.

8. Park Rules and Signage (Staff report FA-23-029)

District staff will provide information on aligning Park Rules with Dog Off-Leash hours and the correlating signage.

9. Valley's Edge Memorandum of Understanding (Staff report FA-23-030)

District staff will report on activities related to the creation of an MOU with the Developer of Valley's Edge.

10. Capital Improvement Projects (Staff Report FA-23-031)

District staff will provide updates on current capital improvement projects.

11. Revisions to Master Plan

Discussion to revolve around revisions to the Master Plan.

12. Directors' Comments

Opportunity for the Committee to comment on items not listed on the agenda.

13. Adjournment

Adjourn to the next scheduled Facilities Committee Meeting.

FACILITY COMMITTEE

STAFF REPORT

DATE: December 6, 2023
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: Donation and Naming Facility Policy

Background

At the October Regular Meeting, updates to the Donation and Naming Facility Policy were presented to the Board. The Board requested the Facility Committee review this policy and information related to how other agencies enact this type of policy. Attached to this Staff Report are three samples of other agencies policies.



Park and Facility Naming and Donation

POLICY #	Park and Facility Naming and Donation	
EFFECTIVE DATE	TBD	VERSION #
DATE OF LAST REVISION	7/10/2023	NEXT REVIEW DATE 7/1/2028

APPLIES TO

Division	Districtwide
Sub-Division	Administration

VERSION	REVISION DATE	DESCRIPTION OF CHANGE/SUPERSEDE	AUTHOR
1	July 2012	Initial	Unknown
2	7/10/2023	Updates	Holli Drobny

RATIONALE

These guidelines are intended to establish rules and procedures for naming District facilities, including parks, recreation facilities, sections of facilities, or rooms within the facilities. This policy also applies to the naming of park benches, picnic tables, and other community property as deemed appropriate.

TERMS AND DEFINITIONS

TERM	DEFINITION
Parks	Open space areas used for public recreation, which are owned and managed by the District.
Facilities	Buildings or amenities owned and managed by the District to conduct District business.
Specific Features	Amenities that could be located within a park or as part of a facility. Specific features may include, but are not limited to, athletic fields, gymnasiums, meeting rooms, picnic shelters, groves, walkways, trails, ball fields, tennis and basketball courts, aquatic facilities, and playground equipment.

PROCEDURE

The Board of Directors of the Chico Area Recreation and Park District has sole and absolute discretion in naming the District’s parks and facilities, accepting donations, and in the placement of plaques, markers, and amenities at any of the District’s parks or facilities. In exercising its discretion, the Board may consider the following criteria and guidelines.

The following procedures for naming a park, facility, or specific feature shall be used by the board:

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- 1) The board will evaluate the merit of each suggested park, facility, or specific feature name according to criteria outlined in this policy. The general manager, staff, or designated committee shall make recommendations to the board for their final approval.
- 2) When appropriate, the District may solicit help from and/or suggestions of historical societies or other groups having a specific knowledge, when considering a name to highlight an area's geographic or historical significance.
- 3) To stimulate public interest and to obtain additional suggestions, the District may include a contest or competition involving the public as part of the selection process to name a park, facility, or specific feature. However, only suggestions which meet these policy guidelines should be considered.
- 4) Groups or individuals may submit nominations for naming a park, facility, or specific feature in writing on a form provided by the District, or in a letter that contains all pertinent information including the reasoning for the name being recommended.

Naming

Park naming or renaming approved by the District will be final and cannot be revisited or changed for a period of five years unless determined to be inappropriate.

Parks – parks shall be named as follows:

- To reflect the geographical location.
- To reflect the historical features of the land on or around the park.
- To reflect the significant or unusual natural features of the land on or around the park.
- After a significant individual(s).
- **To recognize a significant monetary contribution from an individual or organization.**

Facilities – facilities shall be named as follows:

- To reflect the services provided in the facility.
- To reflect the geographical location.
- After a significant individual(s)
- **To recognize a significant monetary contribution from an individual or organization.**

Criteria for naming a park or facility after an individual

- 1) The individual to which the park or facility will be named after must have made a significant contribution to the park or facility by:
 - a) Donating land,
 - b) Making a large financial contribution, or
 - c) Contributing substantially to improving the quality of life in the District. This could relate to involvement with parks and recreation or other community involvement.
- 2) The park or facility may also be named after a person from the community who died in the line of duty serving the local city, state, or United States of America.
- 3) Each park or facility may be named after selected individuals in their honor as desired and appropriate.

Commented [HD2]: Red text is information that I added.

Commented [HD3]: CSDA's outline does not address organizations, just individuals.

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Criteria for Naming/Creating a Memorial in an Individual's Name

- 1) A donor may request that a park, facility, or specific feature in the park or facility be named after, or in memorial for, a specific individual.
- 2) The individual to which the park, facility, or specific feature may be named after must have made a significant contribution to the park or facility by:
 - a) Donating land,
 - b) Making a large financial contribution, or
 - c) Contributing substantially to improving the quality of life in the District. This could relate to involvement with parks and recreation or other community involvement.
- 3) If the name or memorial is made in terms of a specific facility, the specific facility should be a non-living, low maintenance improvement, which should serve a purpose to the District, for example, a picnic table or bench with a plaque. All costs of the specific facility shall be the responsibility of the donor. The donor may submit information and recommendation to the general manager regarding the relevant history of the person to be memorialized, the type of improvement desired, and the verbiage requested, if any. Final decisions regarding the specific features, including, but not limited to, materials, equipment, location, and labor, shall be made by the District.

Approval of the Individual's Name

- 1) If the District is naming a park, facility, or special feature after an individual, or in memorial to an individual, the District shall get approval from the individual (if living) or their family (if the individual is deceased and the family is available).
- 2) The intent of naming the park, facility, or special feature is for permanent recognition. Therefore, any request of the District to rename an existing park, facility, or specific feature should be subject to examination so as to not diminish the original justification for the name.

Accepting Donations

Monetary Donations, Amenity, Physical Property and/or other Non-Monetary Donations offered to the District in honor of an individual or organization and/or to add, enhance or improve a park and/or facility may be accepted at the sole discretion of the Board. Donations will be considered on an individual, case-by-case basis and assessed for potential conflict of interest and alignment with the District's mission and values.

When making determination regarding acceptance of such donations, the Board may consider the following, as applicable:

1. The donation and any attached conditions should support the District's Master Plan and/or long-range plan for the park and/or facility at which it is intended.
2. The donation and any attached conditions should promote the mission and goals of the District.

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3. The donation and any attached conditions should support the District's objective of providing community-wide services and/or opportunities.
4. Any addition, improvement or enhancement to a park and/or facility as a result of the donation and any attached conditions should be economically feasible for the District.
5. Physical property donations should be of adequate size, with geological characteristics suitable for park and/or facility development. Development of such donations should be economically feasible for the District.

If the Board accepts a donation, the donated item will become the property of the District. Where applicable, design and installation standards will be determined by the District, with costs to be borne by the donor, at the discretion of the Board.

An individual or an organization may submit monetary donations in the following tiers with the associated benefits:

Up to \$5,000

- Public recognition through social media or a press release.
- Acknowledgement on donor wall or plaque.

\$5,001-49,999

- Public recognition through social media or a press release.
- Acknowledgment through installation of a memorial such as bench, picket, or brick.

\$50,000 and up

- Public recognition through social media or a press release.
- Acknowledgment through the naming of a park, amenity, or facility.

Veterans Name Plaques

Name Plaques in honor of, or in memory of, an individual to be placed under the Veterans Memorial Plaque within the District may be permitted if the following criteria is met:

1. The individual was a service member killed in the line of duty;
2. The request is submitted by a member of the individual's family, or if proposed by someone other than the individual's family, the person or group making the proposal must be able to assure the Board of Directors that the proposal has the official approval of the individual's family.
3. The individual was a resident or active member of the Chico community for a significant length of time.

If approved, the name plaque must follow the same design as the other name plaques currently placed under the Veterans Plaque.

Removal

The District reserves the right to remove and/or relocate donated amenities, markers, or plaques when they interfere with site safety, maintenance, or construction activities, or they become unsightly due to vandalism or age. The District will make every attempt to contact the donor prior to removal or relocation. In certain situations, such as safety or emergency, the notification may be made after relocation or removal.

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Authority: General Manager, Board of Directors

Author (print and sign)

Date

Annabel Grimm
General Manager

Date

Approved by the Board of Directors on: _____



NAMING GUIDE

DAVIE COUNTY COMMUNITY PARK

BRANDING

DAVIE COUNTY

AN INVESTMENT IN DAVIE COUNTY RECREATION AND PARKS IS AN INVESTMENT IN YOUR BRAND.

Whether you want to reach the parents of young children, active seniors who want to keep their minds sharp, or other adults who are connected to the community, you can share your message with local and regional audiences by teaming up with Davie County Recreation and Parks.



INNOVATION

- Fostering Creative Minds
- Encouraging Cutting Edge Ideas
- Empowering High-Potential Talent
- Embraces Out-of-the-Box Thinking

STEWARDSHIP

- Advocates for Parks and Open Spaces
- Harnesses Conservation
- Builds Sustainable Relationships

QUALITY OF LIFE

- Strives to Promote Mental, Physical, and Emotional Wellbeing
- Attentive to Community Needs
- Dedicated to Excellent Customer Service

The success of our mission is based on the core values that embody the attributes that have led the Davie County community to become a place all individuals can come to live, work and play!

NAME YOUR NEW DAVIE COUNTY COMMUNITY PARK

“Presented by” status:

- “Presented by” status with name and logo placement on all promotional media: posters, flyers, print ads, press releases, email blasts, patron receipts, website and social media sites
- Presenting sponsor sign at park entrance - placed until project completion
- Listing in tri-annual Recreation Program Guide
- Name of business or organization placed on all way-finding park signage

Grand Opening:

- Custom framed photo of ground breaking delivered to your office
- Custom Park Tour for a group of 15 at our park
- Use of business name in all promotional materials and media coverage relating to ribbon cutting ceremony
- First right of refusal for Park naming rights and sponsorship opportunities

Community Engagement:

- Opportunity to provide promotional materials at programs and events
- Complementary use of the facility once per year
- Complimentary tickets to select events (10)
- Subscription to monthly e-newsletter
- Sponsor name or logo on printed event tickets
- Opportunity to be introduced to the public or hold a raffle at any event
- Customized booth space (10x20) in sponsor areas at all major events

As we begin to erect this new recreational facility, we are opening this park up for you to project your passion onto our local treasure by allowing an organization, business, individual, or foundation to purchase naming rights to the most prestigious piece; its name.

Naming rights for the new park have a commitment period of up to five (5) years, with an installment of payments, agreed upon by a selected body, spanning the entire period of commitment.

Commitment:

Determined between Sponsor and DCRP.





impact builder

\$125,000

“Presented by” status:

- Name and logo placement in all promotional media referring to specific amenity: posters, flyers, print ads, press releases, email blasts, website and social media sites
- Listing in tri-annual Recreational Program Guide
- Name of business or organization placed on amenity signage
- Top billing banner placement on amenity

Grand Opening:

- Custom framed photo of ground breaking delivered to your office
- Custom Park Tour for a group of 10 at our park
- Use of business name in all promotional materials and media coverage relating to the ribbon cutting ceremony

Community Engagement:

- Opportunity to provide promotional materials at programs and events
- Complementary use of the facility once per year
- Complimentary tickets to select events (10)
- Subscription to monthly e-newsletter
- Sponsor name or logo on printed event programs per amenity
- Opportunity to be introduced to the public at sponsored amenities events
- Customized booth space (10x20) in sponsor areas at major events



game changer

\$50,000

Advertisements:

- Name and logo placement in all promotional media referring to specific amenity: posters, flyers, print ads, email blasts, website and social media sites
- Listing in tri-annual Recreational Program Guide
- Name of business or organization placed on amenity signage

Grand Opening:

- Custom framed photo of ground breaking delivered to your office
- Custom Park Tour for a group of six at our park
- Use of business name in all promotional materials related to the ribbon cutting ceremony

Community Engagement:

- Opportunity to provide promotional materials at programs and events
- Complementary use of the facility once a year during operational hours
- Five complimentary tickets to select events
- Subscription to monthly e-newsletter
- Sponsor name or logo on printed event programs per amenity
- Customized booth space (10x10) in sponsor areas at major events

Park Amenity Naming Opportunities

Enriching the quality of life for all of Davie County one community member at a time.

Price listed is per amenity.



**play
maker**
\$25,000

Exclusive Impact Builder | \$125,000

One-time payment, 5 year benefits

Game Changer | \$50,000

5-year investment plan (2 available)

Play Maker | \$25,000

5-year investment plan (4 available)

Sponsorships | \$1,000

Annual Commitment

Advertisements:

- Name and logo placed in promotional media referring to specific amenity: posters, flyers, email blasts, website and social media sites
- Listing in tri-annual Recreational Program Guide
- Name of business or organization placed on amenity signage

Grand Opening:

- Custom framed photo of ground breaking delivered to your office for display
- Custom Park Tour for a group of four at our park
- Photos taken with representatives at ribbon cutting

Community Engagement:

- Opportunity to provide promotional materials at programs and events
- Subscription to monthly e-newsletter
- Sponsor name and logo on printed event programs for sponsored amenity
- Customized booth space (10x10) in sponsor areas at major events



sponsorships
\$1,000

- Listing on website and social media sites
- Subscription to monthly e-newsletter
- Listing on some promotional materials for preferred amenity
- Logo placed on park publications referring to a preferred amenity
- Banner Placement at amenity location (4x6)
- Booth space (10x10) at one Department sponsored event

Park Amenity Naming Opportunities

Project your passion onto one of our amenities! Purchasing naming rights for a field, playground, staging area, trail, amphitheater, or multipurpose rooms allows you to claim a space in memoriam, in commemoration or in honor of your growing business or personal venture.

Naming rights last a maximum of five years. The value of an amenity is estimated based on its location, use, visibility, construction, cost, and other factors. Benchmarks were adopted and policies enacted after careful review of nationwide research.

Active Multipurpose Rooms

Help maximize our indoor recreation center's potential with versatile room spaces designed for arts, conferences, fitness, homework/computer studies, teen room and community rentals.

Alumni Plaza Bocce & Horseshoes

The Alumni Plaza, situated behind the stadium grandstand features two bocce courts and horseshoe pits. Designed for accessibility, competition and leisure, these amenities provide a safe space for families of all ages and abilities to play.

COMMITTED GAME CHANGER:
Davie County Community Foundation

Amphitheater and Civic Green

The amphitheater is a focal point for the park and will host many live entertainment and theater arts events throughout the year. The civic green features a shelter and oval walkway as part of the park trail system.

Ballfield

A versatile 310° athletic ballfield can facilitate league play and general recreation programming. Baseball, kickball, softball, and whiffleball are all viable program options just to name a few.

Dog Park

Make fur-ever friends by providing a safe, attractive and well-maintained play area for pooches large and small.

Inclusive Playground

Your donation gives children of all ages and abilities and their families with a very special playground, creating heart-warming memories and impacts for years to come.

Indoor Gymnasiums

There are two indoor gymnasiums that will host a plethora of sports leagues, clinics, specialty camps and many other recreational activities. From sun-up to sun-down the gyms will see use year round.

Splashpad

The largest Vortex Splashpad in North Carolina totaling 7,350 square feet will find its home in our community park! Your donation will provide featured components that drive children and adults to visit and have the time of their life.

Stadium with Multiuse Field

The old Davie High School stadium brought the Davie community together for many years. Those same sights and sounds of the old stadium will continue with its new look and many opportunities for athletic and community events.

Trail System

You can help our Davie Community by preserving and restoring open space and providing opportunities for leisure and physical activity to improve fitness and mental health. Trail sponsorships offer stewardship opportunities which are excellent for business team building.

COMMITMENT FORM: DAVIE COUNTY RECREATION AND PARKS

Name/Company as you would like it displayed: _____

Contact/Representative: _____ Phone: _____

Mailing Address: _____ Mobile: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Website URL: _____ Facebook Page: _____

Description of Sponsor Business: _____

DCRP respects your privacy. Therefore your direct business contacts will be kept confidential.

Naming Right for DC Community Park

Pick Your Park Amenity:

- Inclusive Playground
- Splashpad
- Amphitheater and Civic Green
- Indoor Gymnasiums
- Stadium with Multiuse Field
- Ballfield
- Alumni Plaza Bocce & Horseshoes
- Trail System
- Dog Park
- Active Multipurpose Rooms

Park Shelters:

- Small
- Medium
- Large

Pick a Commitment Level:

- Impact Builder \$125,000
- Game Changer \$50,000
- Play Maker \$25,000
- Sponsorships \$1,000



Your gift is tax deductible! Use our Federal tax ID number: 56-6000295

Email us your form at RecTeam@daviecountync.gov

Forms can be mailed or delivered in person to: Davie County Recreation and Parks
Davie County Community Park
151 Southwood Drive
Mocksville, NC 27028

*At the end of the day,
it's not about what you have
or even what you've
accomplished.*

*It's about who you've lifted up,
who you've made better.*

It's about what you've given back.

- Denzel Washington



DAVIE COUNTY RECREATION & PARKS

336.753.TEAM (8326)

www.daviecountync.gov/dcrp

Sponsorship Policy

INTRODUCTION

The Washougal Parks Department is a division of the City of Washougal Public Works Department. The parks services are primarily funded by the City’s general fund. In recent years demands upon such funds have increased with no increase in staffing, a trend that is expected to continue. To maintain and enhance the city’s park and recreation system in these challenging times, one of the alternate funding sources being pursued is sponsorship.

WASHOUGAL PARKS DEPARTMENT MISSION STATEMENT

The parks of Washougal will be places that can be enjoyed by all the public. The Washougal Parks Department will provide areas for social interaction, play, peaceful enjoyment, and quality of environment. A system of trails connecting neighborhoods and parks will give citizens access to a variety of facilities – playgrounds, swimming areas, boating facilities, recreation spots, and historic sites. Washougal Parks Department’s goal is to provide a safe, enjoyable, and relaxing facility that preserves the land.

POLICY STATEMENT

It is the policy of the City of Washougal to actively seek sponsorships for its events, services, and facilities from individuals, foundations, corporations, nonprofit organizations, service clubs, and other entities. The purpose of such sponsorships is to increase Washougal’s ability to deliver services to the community and/or provide enhanced levels of service beyond basic services from the City’s general fund.

In appreciation of such support, it is the policy of the Washougal Parks Department to provide sponsors with suitable acknowledgement of their contributions with the following goals attributed to such recognition:

- shall adhere to the aesthetic values and purpose of Washougal’s parks, facilities, and services.
- shall not detract from the visitor’s experience or expectation
- shall not impair the visual qualities of the site
- shall not be perceived as creating a proprietary interest.

GUIDING PRINCIPLES

SPONSORSHIP PROPOSALS

The following principles form the basis of the organization's consideration of sponsor proposals:

1. All sponsorships must directly relate to the intent of the subject facility or park, and its master plan (if available).
2. Sponsorships cannot be made conditional on Washougal Parks Department's performance.
3. The mission of a sponsorship organization should not conflict with the mission of the Washougal Parks Department.
4. Sponsorships promote a health, recreation, or sports-oriented image to the community.
5. Sponsorship benefits offered should be commensurate with the relative value of the sponsorship.
6. Individual sponsors should not limit the Washougal Parks Department's ability to seek other sponsors.
7. Recognition benefits to be offered do not compromise the design standards and visual integrity of the park or facility.
8. An evaluation of the potential sponsor which shall not be limited to:
 - Products/services offered
 - Company's record of involvement in environmental stewardship and social responsibility
 - Principles of the company
 - Sponsor's rationale for its interest in the Washougal Parks Department
 - Sponsor's expectations
 - Sponsor's timeliness and/or readiness to enter into an agreement

RECOGNITION OF SPONSORS

The following principles form the basis of the organization's recognition of sponsors:

1. The Washougal Parks Department appreciates all sponsorships that enable it to further its mission.
2. In recognition of a sponsor's contribution, preference will be given to providing a form of recognition that is not displayed within parks.
3. Recognition of a sponsorship shall not suggest in any way the endorsement of the sponsor's goods or services by the Washougal Parks Department, or any proprietary interest of the sponsor in the City of Washougal.
4. Any physical form of on-site recognition shall not interfere with visitor use or routine community center/park operations.
5. The form of any on-site recognition shall be of an appropriate size and color and shall not detract from the park surroundings or any interpretive message.
6. All sponsorship agreements will be for defined period of time having regard to the value of the sponsorship and the life of the asset being sponsored.
7. Naming of events and/or facilities within a park in recognition of a sponsor is permitted, providing such names are subordinate to the name of the park.
8. Where naming/renaming of a parkland is negotiated as a sponsorship benefit, the local homeowners association will be notified of the proposal. The sponsorship proposal will be considered by the Washougal Parks Board of Commissioners. The Board shall:

- Review the proposed request for its adherence to the policies of Washougal Parks & Recreation.
- Ensure that supporting information has been authenticated.
- Take into consideration the comments of the relevant homeowners association(s).
- Board consideration of the request will be pursuant to the Sponsorship Process outlined in this policy.

PROCEDURES & GUIDELINES

These procedures and guidelines have been established to ensure all sponsors are treated in an equitable and appropriate manner and that in recognizing a sponsor's support, the health and recreational purpose of a particular community center and/or park is not diminished. The guidelines and procedures contained within this policy do not apply to gifts and/or grants for which there is no benefit or recognition.

SPONSORSHIP CATEGORIES

Sponsorships are appropriate for the following broad types of activities:

- Events or Programs – financial or in-kind support for an event organized by Washougal Parks Department on Washougal or partnered property. An example of a sponsorship under \$10,000 is funding a children's play activity at an event. An example of a sponsorship over \$10,000 is funding the entire event.
- Park/Facility Development – financial or in-kind support associated with the design and construction of a particular park or recreational or cultural facility. Projects within this category will be typically be of a one-time nature. An example of a sponsorship under \$10,000 is funding a bench, bleacher, or trail. An example of a sponsorship over \$10,000 is funding an entire park or large feature, such as a ballfield.

TYPES OF RECOGNITION

Sponsors will be provided with a level of recognition that is commensurate with their contribution. In acknowledging a sponsor, preference will be given to an off-site form of recognition that may include one or more of the following:

- A thank you letter.
- Publicity through the City of Washougal's website, newsletters, and/or social media releases, and through the sponsor's corporate newsletter, annual report, and/or website.
- Events such as a press conference, photo opportunity, groundbreaking or ribbon cutting ceremony.
- Acknowledgement at civic functions Mayor, City Manager, and/or City Counselor.
- Commemorative items such as a framed picture or plaque.
- Register of sponsors that is accessible to the public either online or at the City of Washougal administrative offices and community centers.
- Acknowledgement on printed materials such as recreational and environmental program catalogs.
- Inclusion of the individual's name or company name and logo on a sponsorship recognition wall at a community center or the City of Washougal administrative offices.
- Where on-site recognition is to be provided, types of recognition may include:
- Temporary signs, which may include the use of logos, acknowledging a sponsor during

- the construction or restoration of a particular facility, park or an event.
- Interpretive sign, which may include the use of logos.
- Permanent plaque or sign (permanency is limited to the life of the asset).
- Naming of a particular facility within a park where the sponsorship covers the majority (>60%) of the cost of the particular facility, structure, or land acquisition.

DETERMINING TYPES OF RECOGNITION

In determining the type and extent of recognition benefits, current market research data will be used to determine the value for each tangible and intangible benefit offered to the sponsor.

DETERMINING DESIGN STANDARDS FOR VARIOUS TYPES OF RECOGNITION

Design and Location of Temporary Signs, Plaques, Sponsorship Boards: Recognition of a sponsor shall be permitted on either a temporary sign or a sign that is of a directional, informative, or interpretive nature. The sponsor’s name and/or logo shall be designed so that it does not dominate the sign in terms of scale or color. Sponsorship boards should be designed with a format that allows for the recognition of sponsors using small, removable name plates, plaques or tiles so sponsor details can be added or removed easily. Parks & Cemetery Program Manager shall determine approval of a sponsor’s name and/or logo on signs and plaques.

The siting of signs and plaques shall be determined between the Parks & Cemetery Program Manager and/or the General Operations and Maintenance Manager.

Design and Information Requirements for Website: The City of Washougal’s web development team shall determine the design and information to be posted on the City of Washougal’s website and social media as it relates to sponsor recognition.

SPONSORSHIP PROCESS

All unsolicited sponsorship proposals shall be referred to the Parks & Cemetery Program Manager, who shall be responsible for their evaluation and processing for review by the Parks Board of Commissioners as to whether the proposal should be rejected or accepted and forwarded to the Washougal City Council.

1. Applicant completes a proposal application outlining asset for sponsorship, proposed name and meaning behind it, dollar amount, requested duration of sponsorship, proposed logo/signage design, sign location, special installation information, and formula used for calculating value.
2. The Parks & Cemetery Program Manager reviews the proposal for completeness and forwards the document to the Public Works Analyst. The Analyst reviews the formula which the Applicant used to calculate value.
3. The proposal is then submitted to the Board of Commissioners for review at the next meeting.
 - a) The Park Board of Commissioners may recommend changes to the proposal that assist with initial approval.
 - b) Proposals under \$10,000 may be rejected by the Board if they do not match the guiding principles of the sponsorship program and the mission or the Washougal Board of Commissioners. The decision of the Board is final. Approved proposals under \$10,000 are processed administratively by City staff.
 - c) Proposals over \$10,000 are forwarded to the City Council for review with either a

recommendation to approve or reject the proposal. City Council's decision is final.

Approved proposals over \$10,000 are processed by City staff after approval.

4. Applicants whose proposals are approved will be required to complete a sponsorship agreement.
5. The Parks & Cemetery Program Manager and/or the General Operations and Maintenance Manager install the proposed sponsorship recognition.

TERMINATING SPONSORSHIPS

The City of Washougal reserves the right to terminate any sponsorship should conditions arise during the life of that sponsorship that results in the sponsorship conflicting with this policy or the sponsorship is no longer in the best interests of Washougal Parks Department. Decisions to terminate a sponsorship shall be made by the City Manager or designee.

ETHICAL CONSIDERATIONS ASSOCIATED WITH SPONSORSHIPS

Sponsorships are an important way in which Washougal Parks Department can obtain additional resources to support the pursuit of its mission. However, sponsorships may come with unintended consequences and, as such, all sponsorship offers need to receive careful consideration.

On occasion Washougal Parks Department may need to reject a sponsorship offer.

Circumstances under which this may occur include:

- The potential sponsor seeks to secure a contract, permit, or lease.
- The potential sponsor seeks to impose conditions that are inconsistent with Washougal Parks Department's mission, health and recreation objectives, policies, and/or planning documents.
- Acceptance of a potential sponsorship would create a message in conflict with the health and recreation objectives promoted by city parks and sports facilities, e.g., a sponsorship from a tobacco company would infer endorsement of an unhealthy activity.
- The potential sponsor is in litigation with the City of Washougal.

MONITORING AND REPORTING SPONSORSHIP PERFORMANCE

Fundamental to improving the management and performance of Washougal Parks Department's sponsorship activities is the need for an effective program of review and reporting. Accordingly, the following performance indicators have been established and will be reported upon annually to the Washougal Parks Board of Commissioners and Public Works Analyst for presentation to the City of Washougal Administration and Washougal City Council:

- Number of active sponsorships
- Dollar value of active sponsorships
- Number of sponsorship proposals declined by potential sponsors

PARKS AND RECREATION DEPARTMENT SPONSORSHIP POLICY

1. Introduction

Parks and Recreation is a department of the Town of Mammoth Lakes whose services are primarily funded from the Town's general fund. Demands upon services and subsequent costs continue to increase, a trend that is expected to continue for the future. To maintain and enhance the many camps, programs, events and amenities provided by the Parks and Recreation Department, the Town wishes to further enhance its ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the Town's general fund through sponsorship.

2. Policy Statement

It is the policy of the Parks and Recreation Department to seek sponsorships for its events, programs, parks, and valued amenities from individuals, foundations, corporations, non-profit organizations, service clubs, and other entities. The purpose of such sponsorship is to increase the department's ability to maintain facilities, deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the Town's general fund.

In appreciation of such support, it is the policy of the Parks and Recreation Department to provide sponsors with suitable acknowledgement of their contributions. However, such recognition shall adhere to the aesthetic values and purpose of the Town's parks, facilities and programs. In addition, such recognition shall not detract from the user experience or expectation, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.

This policy is not applicable to gifts, grants or unsolicited donations in which no benefits are granted to the donor and where no business relationship exists between the donor and the Town.

3. Definition of Sponsorship

Sponsorship is an investment in cash and/or in kind, in return for access to exploitable business potential associated with an event or worthwhile cause.

4. Guiding Principles

The following principles form the basis of the Town's consideration of sponsor proposals:

- Sponsorship will relate to the intent/purpose of the facility, park or program being sponsored.
- Sponsorships will not result in any loss of Town of Mammoth Lakes jurisdiction or authority.
- The mission of a sponsor organization should not conflict with the mission of the Parks and Recreation Department.
- Sponsorships cannot be made conditional on the performance of the Parks and Recreation Department or Town of Mammoth Lakes.

- Sponsorships provide a positive and desirable image to the community.
- Sponsorship benefits offered should be commensurate with the relative value of the sponsorship.
- Individual sponsorships which do not limit the department's ability to seek other sponsors are preferred.
- Recognition benefits to be offered do not compromise the design standards and visual integrity of the park or facility.
- An evaluation of the potential sponsor which shall include but is not limited to:
 - Consideration of any immediate or initial expenditure required in order to accept the sponsorship.
 - The potential and extent of the Town's obligation to maintain the sponsorship.
 - The community benefit derived from the sponsorship; and
 - The ethical appropriateness of the sponsorship.

Organizations are not eligible for sponsorship if they relate to any of the following:

- Companies whose business is substantially derived from the sale of alcohol (excludes businesses that serve prepared food on site), tobacco, marijuana, firearms or pornography.
- Organizations with noncommercial messages, such as religious or political institutions.
- Any business regarded as an "Adult" business.
- Any depiction which gives the appearance or impression that a product or business is endorsed or recommended by the Town or its officers, agents, or employees.
- Sponsorship that creates a conflict of interest or policy with the Town.

5. Sponsorship Categories

Sponsorships are appropriate for the following broad types of activities and required approvals:

- A. Events – financial or in-kind support for an event organized by the Parks and Recreation Department on Town-owned or managed property. Examples include: Community Easter Egg Hunt and Play Day or the Halloween Skate Party.
 - Approval: Parks and Recreation Director/Recreation Manager or designee
- B. Recreation Programs – financial or in-kind support that facilitates the ongoing delivery of a particular town-wide or site-specific recreation program. Examples include: Little Sluggers, Adult Curling League, Adult Soccer or Volleyball League or summer camps.
 - Approval: Parks and Recreation Director/Recreation Manager or designee
- C. Naming Rights - A significant sponsorship that will add considerable value to Mammoth Lakes' parks and recreation amenities. This level of sponsorship can include the naming of a new or existing park and/or recreation facility for a period of typically five years or more. This level could be contingent upon jurisdictional partner approval.

As a guideline, the threshold for considering the naming of a park and/or recreational facility will typically include one or more of the following:

- A contribution by the sponsor of an amount agreed upon by the Recreation Commission and approved by Town Council relative to the value of the recreation amenity.
 - Provision of a minimum 5-year agreement with the sponsor for the continued maintenance and/or programming of the recreation amenity.
 - Approval: Town Council, with recommendation from Recreation Commission.
- D. Community Sports Teams – Organizations or businesses may sponsor community adult/youth sports teams. The sponsorship of a community youth sports team is subject to the Sponsorship Policy, however, the sponsorship of a community adult sports team is not subject to the Sponsorship Policy.
- Approval: Parks and Recreation Director/Recreation Manager or designee

6. Authority Levels

The Town of Mammoth Lakes possesses sole and final decision-making authority for determining the appropriateness of a sponsorship. Unless a sponsorship opportunity requires Town Council approval, the Town shall act through its Parks and Recreation Director, or designee(s). The Town reserves the right to refuse any offer of sponsorship.

7. Recognition of Sponsors

These guidelines have been established to ensure all sponsors are treated in an equitable and appropriate manner and that in recognizing a sponsor's support, the values and purpose of a particular community facility and/or park is not diminished. The guidelines contained within this policy do not apply to gifts, grants, and/or donations for which there is no benefit or recognition.

The following guidelines form the basis of the organization's recognition of sponsors:

- The Parks and Recreation Department appreciates all sponsorships that enable it to further its mission.
- In recognition of a sponsor's contribution, preference will be given to providing a form of recognition that is not displayed within parks.
- Recognition of a sponsorship shall not suggest in any way the endorsement of the sponsor's goods or services by the Parks and Recreation Department, or any proprietary interest of the sponsor in the Town of Mammoth Lakes.
- Any physical form of on-site recognition shall not interfere with visitor use or routine camp, program, event and facility operation.
- The form of any on-site recognition shall be of an appropriate size and color and shall not detract from the park surroundings or any interpretive message, and is subject to

approval from the Town, and from the lessor of any Town facility located on land leased to the Town.

- All sponsorship agreements will be for a defined period of time relative to the value of the sponsorship and the life of the asset being sponsored.
- Naming of events and/or facilities within a park or community center in recognition of a sponsor is permitted providing such names are subordinate to the name of the recreation amenity.

8. Types of Recognition

Sponsors will be provided with a level of recognition that is commensurate with their contribution. In acknowledging a sponsor, preference will be given to an off-site form of recognition that may include one or more of the following:

- A thank you letter.
- Publicity through the Parks and Recreation Department website, social media newsletters, media releases, and any other applicable public outreach.
- Events such as a press conference, photo opportunity, groundbreaking or ribbon cutting ceremony.
- Mayoral and/or Commissioner acknowledgement at civic functions.
- Commemorative items such as a framed picture or plaque.
- Acknowledgement on printed materials such as recreation brochures.
- Inclusion of the individual's name or company name and logo on a sponsorship donor/recognition wall at a Parks and Recreation facility.
- Where on-site recognition is to be provided, types of recognition may include:
 - Temporary signs, which may include the use of logos, acknowledging a sponsor (to the extent permitted by the Town's sign ordinance)
 - Interpretive sign, which may include the use of logos (to the extent permitted by the Town's sign ordinance)
 - Permanent plaque or sign (permanency is limited to the life of the asset).
 - Naming of a particular recreation amenity on Town-owned or managed property

9. Determining Types of Recognition

Decisions as to the type of recognition including any signage, products or logo placement to be provided to a Level A, B and D sponsor will be determined by the Parks and Recreation Director/Recreation Manager or designee. Level C sponsorship recognition will be approved by Town Council with a recommendation from the Recreation Commission.

10. Sponsorship Agreement

All sponsorships shall be memorialized in a formal sponsorship agreement.

11. Sponsorship Process

All proposals for sponsorship must be submitted in writing to the Parks and Recreation Director/Recreation Manager or appointed designee.

12. Terminating Sponsorships

The Parks and Recreation Department reserves the right to terminate any sponsorship, should conditions arise during the life of that sponsorship that results in the sponsorship conflicting with this policy, or if the sponsorship is no longer in the best interests of the Town of Mammoth Lakes. Decisions to terminate a sponsorship shall be made by the Parks and Recreation Director/Recreation Manager or appointed designee.

13. Ethical Considerations Associated with Sponsorships

Sponsorships are an important way in which the Parks and Recreation Department can obtain additional resources to support the pursuit of its mission. However, sponsorships may come with unintended consequences and, as such, all sponsorship offers need to receive careful consideration. On occasion the Parks and Recreation Department may need to reject a sponsorship offer. Circumstances under which this may occur include:

- The potential sponsor seeks to secure a contract, permit or lease.
- The potential sponsor seeks to impose conditions that are inconsistent with the Parks and Recreation Department's mission, values, policies, and/or planning documents.
- Acceptance of a potential sponsorship would create a conflict of interest or policy, e.g., a sponsorship from a tobacco company.
- The potential sponsor is in litigation with the Town of Mammoth Lakes.

14. Monitoring and Reporting Sponsorship Performance

Fundamental to improving the management and performance of the Parks and Recreation Department's sponsorship activities is the need for an effective program of review and reporting. Accordingly, the following performance indicators have been established and will be reported upon annually to the Recreation Commission and to Town Council as needed:

- Number of active sponsorships
- Dollar value of active sponsorships
- Number of proposals presented to potential sponsors
- Number of sponsorship proposals declined by potential sponsors

15. Definitions

For the purpose of this policy the following definitions apply:

Advertising – the activity of attracting the public's attention to a particular product or service.

Amenity - a desirable or useful feature or facility of a building or place.

Community Center – a building in which structured and unstructured recreational and cultural activities are provided.

Donations – the provision of in-kind goods and/or money for which no benefits are sought.

Interpretive Sign – a sign within a park that interprets natural, historic, and/or cultural features.

Facility – any building or structure that is located on property owned or managed by the Town of Mammoth lakes

Logo – a symbol or name that is used to brand an organization.

Park – open space owned or managed by the Town of Mammoth Lakes for recreational and/or natural resource values.

Park Resources – the natural and/or cultural landscape elements within a park.

Plaque – a flat memorial plate containing information that is either engraved or in bold relief.

Recognition Benefits – opportunities given to the sponsor to have its name/logo appear on park property or materials for a specified period of time.

Sign – a structure that is used to identify a specific park, to convey directions to park users, and/or to inform them of the relevant regulations and other pertinent information.

Sponsorship – financial or in-kind support from an individual or corporation for a specific service, program, facility, park or event in return for certain benefits.

Sponsorship Agreement – the legal instrument that sets out the terms and conditions the parties have agreed to.

Temporary Sign – a sign that is erected for a known period of time, usually not exceeding 12-18 months (to the extent permitted by the Town’s sign ordinance).

FACILITY COMMITTEE

STAFF REPORT

DATE: December 6, 2023
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: Chico Observatory

Background

The Board of Directors for the Chico Community Observatory (CCO), a non-profit organization (NPO) located in upper Bidwell Park near Horseshoe Lake, reached out to District staff to discuss the possibility of CARD assuming the lease and managing the property.

There has been some turnover in the leadership of the non-profit, making the administrative requirements overly burdensome for the volunteers who manage the organization. Currently, the observatory is closed to the public until the group can get up to date with their required filings which is estimated at eight months or more.

Information was presented to the Committee and the Board at their October meetings. More information was requested in order to consider assuming the lease and operating the facility.

Discussion

The current lease between the City of Chico and the NPO is attached. The term is set to expire in 2025. The "lessee" named on the lease is Pacific Center for Astronomical Outreach, the NPO that operated the facility prior to CCO. Preliminary conversations with City staff indicate they are supportive of CARD managing and operating the facility.

The observatory has been closed since February 2023 as they have been unable to secure insurance due to their suspended status. There are six volunteers on their active roster. The active Board members of the Chico Community Observatory report that pre-pandemic, they had 10 – 12 volunteers, and believe additional volunteers would be interested in participating if they could consistently operate.

Participant/visitor counts vary depending on celestial activities. Regular viewings averaged 15 to 50. Unusual cosmic events would draw a crowd of 75+.

The CCO is in similar circumstances as those under which Nature Center was transferred to the District. CARD is successfully operating the facility and offering quality programs to the community. The Observatory presents comparable opportunities.

Financial Analysis

There is just over \$1,700 in two CCO accounts. Because of their inactive status, CCO is unable to access their account at North Valley Community Foundation.

There is a donation box at the facility that has cash donations estimated at \$200. The following table reflects the financial position prior to the closure in February.

Chico Community Observatory - Prior to Closure

Operating Income	
Donations & Gifts	1,000
Grants	<u>1,000</u>
Total	2,000
Operating Expenses	
Insurance	(1,300)
Software (telescope)	(300)
Supplies (office/cleaning)	<u>(200)</u>
Total	(1,800)

Utilizing the District's current rates and program offerings, the following operating scenario was developed. This model assumes a conservative income approach with inflated operating expenses and capital replacement set aside.

Observatory Operations Under CARD

Operating Income

Rentals		Qty
Field Trips	3,750	30
Parties	3,000	10
Events	<u>1,575</u>	3
Subtotal	8,325	
Fees		
Camps	57,600	8
Classes	3,000	10
Activities	<u>5,000</u>	20
Subtotal	65,600	
Total Income	73,925	

Operating Expenses

Salaries & Benefits	(34,500)
Supplies & Services	(6,900)
Structures & Grounds	(5,000)
Contracts	(1,800)
Insurance	(1,300)
Software	<u>(300)</u>
Subtotal	(49,800)
Capital Replacement	(10,000)
Total Expenses	(59,800)

Net Income 14,125



Recommendation

The Committee recommend to the Board of Directors that the District assume the lease of the Observatory pending approval by the City Council.

October 4th, 2023

Compliance status

Chico Community Observatory as a 503(c) non-profit organization is in good standing with:

- IRS
- Secretary of State

We are not in compliance with:

- Franchise Tax Board. We have submitted paperwork but are waiting for their response. Current response time for the FTB is eight months or more.
- State Attorney General. The required paperwork is taking a lot of time to assemble.

Financial status

- US Bank \$575.52
- North Valley Community Fund: \$1,143.01, however, we do not have access to this money because of the compliance issues.
- Compliance issues also mean that we are unable to raise funds. Without funds we cannot purchase insurance. Without insurance, we cannot open.
- We do not have any bills or payables.

Observatory facilities

- Two permanently mounted, indoor telescopes for night sky viewing, one with a camera, and one for direct viewing.
- Outdoor planetarium for docent-lead constellation tours.
- Secure building for the telescopes and other viewing equipment, entirely powered with solar panels.
- Large cement pad for setting up other portable viewing equipment.
- The indoor facility can comfortably accommodate about 25 people. The outdoor planetarium can accommodate up to 60.

Observatory docents

- We currently have 6 docents.
- All observatory docents are volunteers and members of the community. Running the observatory is a labor of love.

Current activities:

- Regular viewing throughout the year of many night sky objects, including the moon, planets, galaxies and nebulae.
- Regular constellation tours.
- Occasional viewing of the sun if there is a lot of solar activity.
- Occasional viewing of unusual celestial phenomena such as eclipses and occultations.
- Pre-COVID, we had been open three nights a week, weather permitting, Post-COVID, we have been open one night per week, due to staffing levels.

**LEASE AGREEMENT
CHICO COMMUNITY OBSERVATORY - BIDWELL PARK
(CITY OF CHICO/PACIFIC CENTER FOR ASTRONOMICAL OUTREACH)**

THIS LEASE AGREEMENT ("Lease") is executed in duplicate on November 1, 2010, between the City of Chico, a municipal corporation under the laws of the State of California, ("City"), and Pacific Center for Astronomical Outreach, a non-profit corporation under the laws of the State of California, ("Lessee").

WITNESSETH :

WHEREAS, City is the owner of a large public park located in the City of Chico, County of Butte, State of California, known as "Bidwell Park"; and

WHEREAS, Lessee wants to occupy the observatory building, sidewalks, amphitheater, walkways and additional surrounding area for related use of a portion of Bidwell Park located between Upper Bidwell Park Road and Horseshoe Lake; and

WHEREAS, City and Lessee desire to enter into a five-year lease with the possibility of two additional five year extensions.

NOW, THEREFORE, City and Lessee agree as follows:

1. DESCRIPTION OF LEASED PREMISES

The premises leased by City to Lessee and hired by Lessee from City shall consist of all of the real property located in Bidwell Park more particularly described in Exhibit "A" entitled, "Plat to Accompany Lease Agreement, Observatory - Bidwell Park (City of Chico/Pacific Center for Astronomical Outreach)," attached hereto and incorporated herein by this reference. The total leased premises provided herein shall consist of eleven thousand (11,000) square feet, which shall include an eight hundred (800) square foot building, an approximately seven hundred and forty (740) square foot amphitheater, and the appurtenant sidewalks, walkways and additional surrounding area.

2. LEASE TERM

The initial term of this Lease shall be for a five-year period commencing on November 1, 2010, and terminating on November 1, 2015. Thereafter, the term of this Lease shall be automatically extended for two successive five-year periods. This Lease may be terminated for any reason by either party noticing the other of its intent to terminate at least ninety (90) days in advance of the proposed termination date of the initial or an extended term.

At the end of the fourth year of this Lease, City will conduct a review of the Lease to determine whether City will agree to extend the Lease for a second five-year term. If the Lease is so extended, City shall conduct another review at the end of the ninth year in order to determine whether City will agree to extend the Lease for a third five-year term.

3. CONSIDERATION

Consideration, in lieu of payment of any rent, shall be set forth as follows:

- (a) The principal consideration to be given by Lessee to City for its possession and use of the leased premises is the agreement by Lessee to use such premises for the purpose of operating an observatory for members of the Pacific Center for Astronomical Outreach as well as members of the general public; and
- (b) As additional consideration, Lessee shall provide an annual report to the Bidwell Park and Playground Commission; and
- (c) As additional consideration, Lessee shall regularly publicize the availability, including, but not limited to, hours of operation, permit availability and special events, of the observatory which is to be constructed on the leased premises; and
- (d) As additional consideration, Lessee shall remove invasive, non-native weed species from the leased premises in accordance with the City's Park Division's specifications. City's Park Division staff shall provide a prioritized list of invasive, non-native weed species to be removed. Lessee is encouraged to replace non-native weeds or plant additional landscape only using native species.

4. USE OF LEASED PREMISES

The leased premises shall be used by Lessee for the purpose of operating an observatory for members of the Pacific Center for Astronomical Outreach as well as members of the general public, for Pacific Center for Astronomical Outreach activities and for such other purpose(s) as may be authorized by City's Bidwell Park and Playground Commission. Revenues from any and all fees which Lessee charges those members of the general public visiting such observatory and/or participating in such educational classes and programs shall be used by Lessee solely for the operation and maintenance of the observatory and/or conducting such educational classes and programs.

5. GENERAL PUBLIC AVAILABILITY REQUIREMENTS

Lessee shall make the observatory available to the general public at least four (4) evenings per week with a minimum of twelve (12) hours per week. Such minimum time

requirements shall be designated as “public hours” for the benefit of the general public. In addition, Lessee shall establish a permit process in order to make the observatory available to the general public through out the week at times other than public hours. The aforementioned permit process shall be facilitated by Lessee. All activities and availability of the observatory shall be subject to weather conditions.

6. COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS

In its use of the leased premises, Lessee shall comply with all applicable federal, state, or municipal statutes, ordinances, or regulations now or hereafter adopted including, but not limited to, any park rule or regulation now or hereafter adopted by City.

7. WASTE AND NUISANCE

During the term of this Lease, Lessee shall not commit nor allow to be committed any waste on the leased premises nor maintain or allow to be maintained any nuisance thereon.

8. NONDISCRIMINATION

In its use of the leased premises, Lessee shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. The California Fair Employment and Housing Act defines harassment because of sex as including sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions.

9. CONDITION OF LEASED PREMISES

At the commencement of the term of this Lease, Lessee shall accept the leased premises and all improvements thereon and all facilities appurtenant thereto in their present condition and “as is”. No representation, statement or warranty, express or implied, has been made by or on behalf of City as to the condition of the leased premises or at to the use that may be made of such premises. In no event shall City be liable for any defect in the leased premises or for any limitation on its use.

10. MAINTENANCE AND REPAIR

Lessee shall, at its sole cost and expense, maintain the leased premises and all improvements thereon and appurtenances thereto in good repair and in at least as good condition as that in which they were delivered, ordinary wear and tear excepted.

11. ALTERATIONS OR ADDITIONS TO IMPROVEMENTS ON LEASED PREMISES

Lessee shall not make any alteration or addition to the approved improvements on the leased premises without the prior approval of the Park and Natural Resources Manager. Upon termination of this Lease, any alterations or additions to the improvements on the leased premises made by Lessee shall become the property of City without the payment of any compensation therefore; provided, however, that upon termination of this Lease, City shall have the right to require Lessee to remove any additions to the improvements on the leased premises and/or restore any altered improvement to its original condition, all at Lessee's sole cost and expense.

12. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS ON LEASED PREMISES

If, during the term of this Lease, any of the improvements now or hereafter located on the leased premises are destroyed by fire or other casualty covered by the fire insurance policy provided for below, then this Lease shall continue in full force and effect and Lessee shall repair and restore such damaged or destroyed improvements in accordance with the original plan thereof or accordance with such modified plan as may be approved by City's Bidwell Park and Playground Commission.

However, if any of the improvements now or hereafter located on the leased premises are damaged or destroyed by a casualty not covered by the fire insurance hereinafter provided for by this Lease, then this Lease and all of Lessee's rights in and to the leased premises shall terminate and Lessee shall have no further obligation hereunder except the obligation to remove the remains of such damaged or destroyed building all at Lessee's sole cost and expense.

13. PROPERTY TAXES AND ASSESSMENTS

During the term of this Lease, Lessee understands that the leased premises and all improvements thereon and appurtenances thereto may be subject to property taxation and assessments as possessory interests. Lessee agrees to pay all such possessory interest taxes and assessments levied upon the leased premises at any time during the term of this Lease.

14. UTILITIES AND SERVICES

During the term of this Lease, Lessee shall be responsible for providing and paying for any electricity or other utilities required on the leased premises and City shall have no responsibility of any kind for any such utilities.

15. LIENS

During the term of this Lease, Lessee shall keep the leased premises and every part thereof free and clear of mechanics' liens, materials' liens, and other liens for any work or labor done, services performed, or materials and appliances used or furnished for or in connection with any operation of Lessee, any repair, alteration, or addition which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the leased premises. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any such liens or claims may or could be based, and shall indemnify City against all such liens, claims of liens, and suits or other proceedings pertaining thereto. Lessee agrees to serve City with notice of any repair, alteration, or addition to the leased premises, including any of the improvements now or hereafter located on the leased premises, estimated to cost in excess of \$5,000.00 at least five (5) days in advance of the commencement of work upon such repair, alteration, or addition, in order that City may post appropriate notices of nonresponsibility.

16. INDEMNIFICATION

During the term of this Lease, Lessee shall hold City, its boards, commissions, and members thereof, its officers, employees and agents harmless and free from any and all liability arising out of or relating to Lessee's possession and/or use of the leased premises. Should City, or any of its boards, commission, or members thereof, its officers, employees, or agents be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same be groundless or not, arising out of or relating to Lessee's possession and/or use of the leased premises, Lessee shall defend City, its boards, commissions, and members thereof, its officers, employees, and agents and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.

17. INSURANCE

(a) General Liability Insurance

Lessee shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000. The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized

official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least thirty (30) days prior notice of cancellation or material change in coverage, or ten (10) days prior notice of cancellation for non-payment.

Lessee acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Lessee as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Lessee, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s). In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

(b) Workers' Compensation Insurance

Lessee shall, at Lessee's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Lessee shall also require all of Lessee's sublessees, if any, to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Lessee or Lessee's sublessees to City upon request.

(c) Subrogation

Lessee shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Lessee or Lessee's sublessees for City under this Agreement.

18. FIRE AND EXTENDED COVERAGE HAZARDS INSURANCE

(a) Type and Amount of Insurance

At all times during the term of this lease, Lessee shall, at its sole cost and expense, maintain in full force and effect fire insurance obtained from one or more insurance companies licensed to do business in the State of California and having a financial rating in Best's Insurance Guide of at least "B" or, in the alternative, one or more unlicensed U.S. domiciled insurance companies having a rating of at least "A"; insuring all of the improvements located on the leased property and facilities appurtenant thereto against fire, extended coverage hazards, vandalism, and malicious mischief in an amount equal to 100% of the full replacement value thereof.

The insurance coverage required herein shall be evidenced by a certificate of insurance and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least thirty (30) days prior notice of cancellation or material change in coverage, or ten (10) days prior notice of cancellation for non-payment.

In the event any dispute over whether the amount of such insurance complies with the requirements of this section cannot be resolved by agreement, City's Human Resources & Risk Management Director or designee may request the carrier of the insurance then in force to determine the full replacement value of the buildings, improvements, and facilities located on the leased property and the resulting determination shall be conclusive between the parties for purposes of this section.

(b) Disposition of Insurance Proceeds

If the improvements located on the leased property or any facilities appurtenant thereto are damaged or destroyed from a risk covered by the insurance policy required by this section, all of the proceeds of such insurance shall be paid to Mid Valley Title Company, as trustee, or to such other responsible corporate trustee as may be designated by City's Human Resources & Risk Management Director or designee, to be held in trust for the purpose of repairing or restoring such damaged or destroyed improvements or facilities. If, following such damage or destruction, Lessee promptly commences such repair or restoration work and thereafter prosecutes the same with reasonable dispatch, the insurance proceeds deposited with the trustee shall be paid, in installments, to the contractor retained by Lessee to perform the repair or restoration work as such work progresses, such payments to be made upon presentation of a certificate or voucher from any responsible architect or engineer having supervision of the repair or restoration work showing

the amount due. Upon adoption of a plan of repair or restoration that will require expenditures of an amount in excess of the insurance proceeds held by the trustee, the trustee may withhold such payments until such time as it is made to appear to the trustee's satisfaction that the amount necessary to provide for such repair or restoration, according to the plan adopted, in excess of the insurance proceeds held by the trustee, has been provided for and its application under such purposes assured. Any portion of the insurance proceeds remaining in the hands of the trustee after completion of such repair or restoration work shall be paid to Lessee.

If, following such damage or destruction, Lessee does not commence such repair or restoration work within a period of three months after such damage or destruction occurs and/or does not prosecute the repair or restoration work with such dispatch as would be necessary to complete the same within a period of six months thereafter, then the insurance proceeds held by the trustee or any balance remaining in its hands shall be retained as security for performance of the covenants hereof. Thereafter, no part of such insurance proceeds shall be paid for such repair or restoration work except with the consent of City's Human Resources & Risk Management Director or designee, it being the option of City, in the meantime, to terminate this lease on account of any such default and have transferred to it by the trustee such insurance proceeds as damages resulting to the City from the failure of Lessee to promptly commence and within reasonable time complete such repair or restoration work.

19. SALES, ASSIGNMENTS, TRANSFERS, SUBLEASED, AND ENCUMBRANCES

Due to the unique nature of this Lease, Lessee shall not sell, assign, transfer, or encumber this Lease or any interest of Lessee in and to the leased premises, nor sublease the leased premises, in whole or in part, and any such sale, assignment, transfer, encumbrance, or sublease, whether voluntary or involuntary, shall be void and of no effect.

20. ABANDONMENT

If Lessee abandons the leased premises or any part thereof, Lessee shall be in default of this Lease and City shall be entitled to terminate this Lease and all of Lessee's rights in and to the leased premises in the manner hereinafter provided by this Lease.

21. NOTICE OF DEFAULT

Lessee shall not be deemed to be in default of any of the covenants and conditions of this Lease, except those covenants and conditions with respect to a sale, assignment, encumbrance or subletting of the leased premises or with respect to abandonment of the leased premises, unless City shall first serve Lessee with a notice describing the nature of such default and requiring Lessee to cure such default on or before a date not less than 10 days following the date of such notice and Lessee shall thereafter fail to cure such default on or before the date specified in such notice.

To Lessee:

President
Pacific Center for Astronomical Outreach
11 ILahee Lane
Chico, California 95973

The address to which any notice or demand may be given, made or sent, may be changed by written notice given by such party as provided above.

26. AMENDMENTS

This Lease may be modified or amended only by a writing duly authorized and executed by both City and Lessee. It may not be amended or modified by oral agreement or understanding between the parties unless the same shall be reduced to a writing duly approved and executed by both parties.

27. PARTIES BOUND

The covenants and conditions herein contained shall apply to and bind the legal representatives, successors, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in the City of Chico, County of Butte, State of California, on the date first set forth above.

CITY OF CHICO

PACIFIC CENTER FOR
ASTRONOMICAL OUTREACH



David Burkland, City Manager*



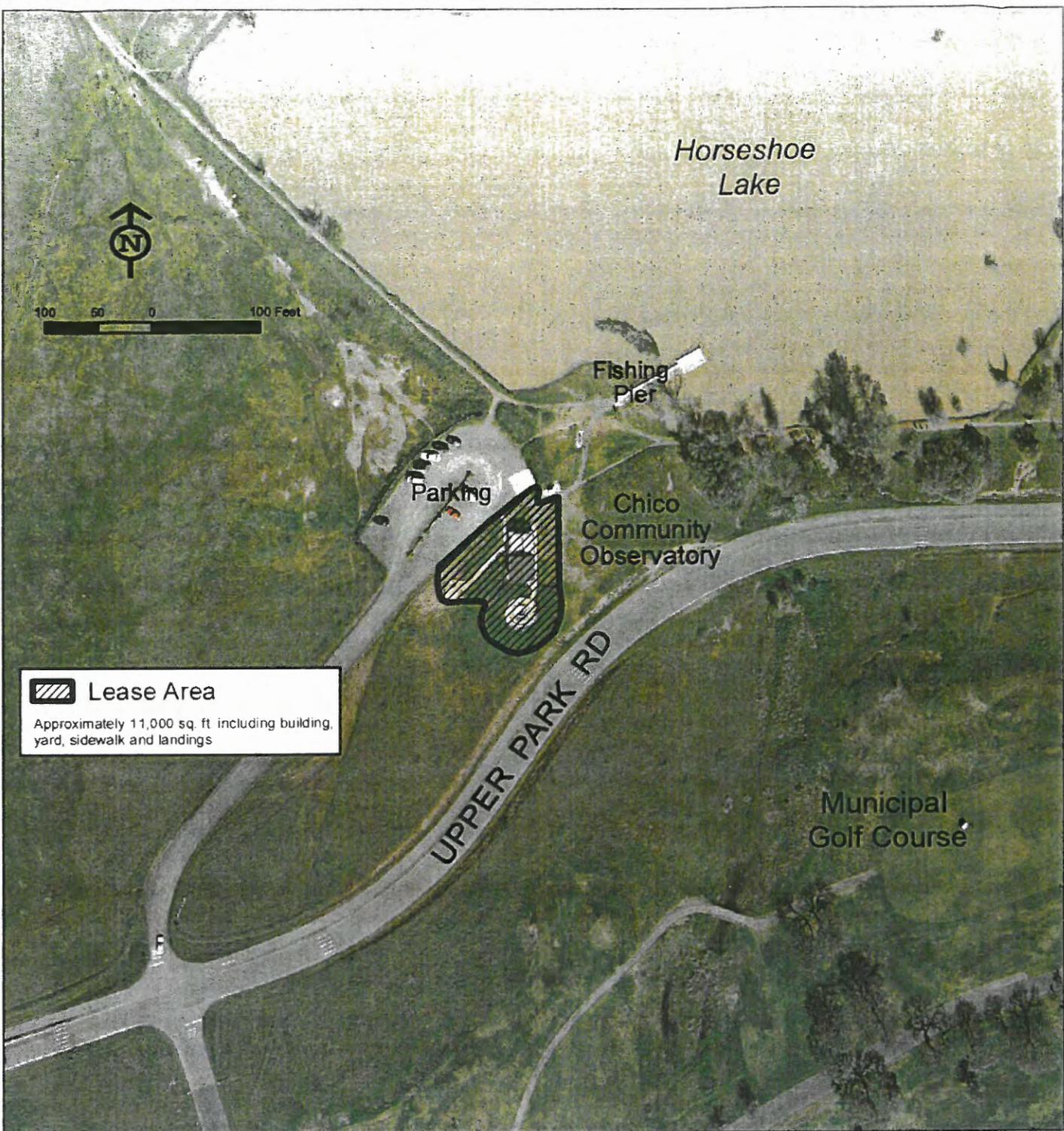
Kris Koenig, President

APPROVED AS TO FORM:



Lori J. Barker, City Attorney
By: Alicia M. Rock
Assistant City Attorney

*Authorized by Bidwell Park and
Playground Commission Motion on
August 30, 2010.



Aerial photo: March 2009

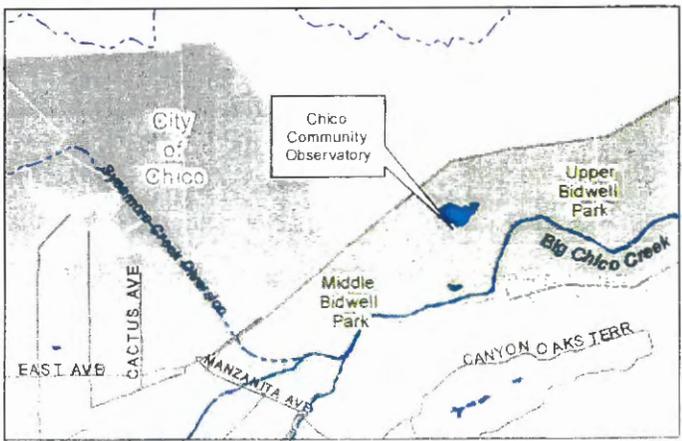


EXHIBIT "A"

"Plat to Accompany Lease Agreement, Observatory - Bidwell Park (City of Chico/Pacific Center for Astronomical Outreach)"

09/22/2010

June 16, 2010

Kiwanis Chico Community Observatory(KCCO)

Memorandum of Understanding (MOU)

Between

Kiwanis Club of Greater Chico (KCGC)

and

Pacific Center for Astronomical Outreach, Inc. (PCAO)

COPY

1. Purpose and Scope

The purpose of this MOU is to transfer the operation, maintenance, and financial and legal responsibilities of the Kiwanis Chico Community Observatory (KCCO) from the KCGC to the PCAO.

2. History

The KCCO was built and opened by the KCGC in 2001. The observatory is location within Upper Bidwell Park on leased land owned by the City of Chico. It operates in the public interest four nights a week, weather permitting, free of charge. Additional nights of operation are conducted to fulfill school and student activities.

The five-year lease with one (2) five-year extension that is currently in place between the City of Chico and KCGC is due to expire in April 2015. The KCGC and PCAO have agreed to transfer the responsibility of KCCO to the PCAO and allow them to contract with the City of Chico.

3. PCAO responsibilities under this MOU

PCAO shall undertake the following obligations and activities:

- a. Provide to all parties (City of Chico and GKC) verification of the non-profit status of PCAO.
- b. PCAO agrees to assume all rights, duties and liabilities pursuant to the Lease Agreement with the City of Chico for the lease and operation of the KCCO within the confines of Upper Bidwell Park.
- c. Operate KCCO in the public's interest to promote astronomy education within Chico and surrounding Butte County

- d. Assume all financial and legal responsibilities including insurance and maintenance of KCCO from and after the effective date the Lease Agreement with the City of Chico is transferred to PCAO
- e. Maintain, at a minimum, the observational abilities of KCCO. The currently installed suite of telescopes and computers may not be removed unless replaced with equipment of equal to or greater in observational capacity
- f. KCCO shall be referred to in press releases, signage and advertising as "Kiwanis Chico Community Observatory operated by the Center for Astronomical Outreach" for a period of five years from the execution of this MOU. At the end of that period, the observatory will be referred to as "Chico Community Observatory."
- g. PCAO shall maintain a plaque within the lobby of the observatory that clearly states the role of the Greater Chico Kiwanis Club in the establishment of the facility. The design, size & plaque placement will require approval from KCGC. KCGC is responsible for procuring & installation of the plaque.
- h. PCAO agrees to use any transferred donated funds it receives from KCGC to further the execution of this agreement.
- i. PCAO grants to KCGC a right of first refusal to assume operation of the Observatory in the event PCAO, for any reason, ceases to exist or to act as operator of the Observatory and seeks to transfer or assign its interests in the Observatory operations to a third-party.
- j. PCAO to indemnify and hold KCGC from any and all liabilities related to past operations of the Chico Community Observatory.

4. KCGC responsibilities under this MOU

- a. Release all property and liabilities related to KCCO. Insurance proceeds received on the loss claim submitted for the solar panels are excluded.
- b. Transfer all donated funds it possesses for KCCO to PCAO. All funds held by KCGC for KCCO exist under the Kiwanis Bidwell Park Observatory Fund at the North Valley Community Foundation.
- c. Provide a \$1,000 scholarship to Estella Lai, a five-year active docent, and graduating student from Pleasant Valley High School. The scholarship funds would be deducted from the funds to be transferred under item 4(b).
- d. A cash donation in the amount of \$3,438.50 from the KCGC will be made to PCAO.

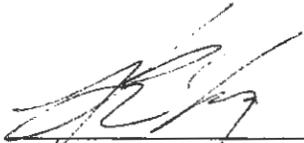
5. Monetary consideration

With the exception of the above listed items (3d, 4b , 4c and 4d), no monetary transactions between the parties will take place.

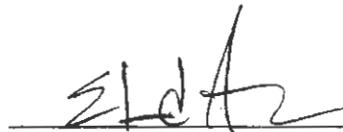
6. Documentation

Both parties agree to make available any and all documentation required for the execution and verification of this agreement.

This MOU is executed on June 16th, 2010 by authorized officials of the Kiwanis Club of Greater Chico(KCGC) and Pacific Center for Astronomical Outreach, Inc. (PCAO) and is CAO the date the KCCO lease agreement with the City of Chico is transferred from KCGC to PCAO. All monetary transactions will occur after transfer date. If the lease transfer is not completed within 60 calendar days of the execution date, the MOU is void.



Kris Koenig
President
Pacific Center for Astronomical Outreach, Inc



Ed Santa Ana
President
Kiwanis Club of Greater Chico

Changes to MOU dated April 2010:

Added to 3g: KCGC is responsible for procuring & installation of the plaque.

Added to 4a: Insurance proceeds received on the loss claim submitted for the solar panels are excluded.

Removed from 4b: excluding insurance proceeds received on the loss claim submitted for the solar panels.

FACILITY COMMITTEE

STAFF REPORT

DATE: December 6, 2023
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: Community Input Report

Background

District staff held two community input sessions in November: one related to the design of the Aquatic Recreation Facility and the other for the future development of Henshaw Park.

Aquatic Recreation Facility

November 1, 2023, at 5:30PM at Shasta Elementary School

There were approximately 30 attendees who received information related to the current Aquatic Facility design activities. The target population was the nearby neighborhoods, and the meeting notice was shared via social media and mailers. Feedback was received related to the design with an emphasis on the competitive swim aspect. Concerns from nearby neighbors related to noise, traffic and other impacts were shared.

Henshaw Park

November 2, 2023, at 5:30PM at Chico Masonic Lodge

There were approximately 100 attendees gathered to provide input on the future development of Henshaw Park. The meeting was facilitated via a brief presentation and a hands-on activity. Participation was high and community members expressed deep investment in the development, or lack of development of Henshaw Park.

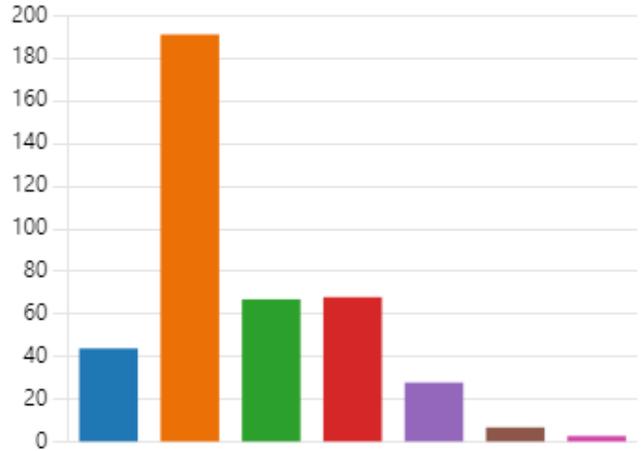
In addition to the in-person meeting, District Staff shared a survey to solicit input which garnered 261 responses (see next page.) Comments in the survey favored keeping the park or sections of the park as natural as possible, with an emphasis on the mature oak trees. A common theme would be to ensure that the park is family/kid friendly. Comments were divided on the inclusion of bathrooms and/or dog parks. There were also multiple comments about ensuring the park is accessible and inclusive.

Henshaw Survey Data

1. What walking paths do you prefer?

[More Details](#)

● Grass-Heavy, Less Trees & Plants	44
● Natural with Pollinators & Plants	191
● Path with Exercise Stations	67
● Paved Path	68
● Decomposed Granite Path	28
● No Walking Path	7
● Other	3



2. What landscaping do you prefer?

[More Details](#)

● Paved, Minimalist Landscape	6
● Natural Landscape with Lots of ...	219
● Turf Landscape	25
● Other	11



3. What seating do you prefer?

[More Details](#)

● Picnic Tables	99
● Benches	134
● No Seating	16
● Other	12

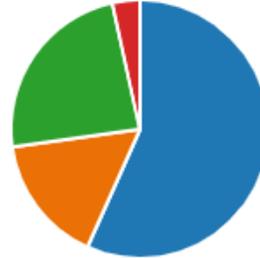




4. What play equipment do you prefer?

[More Details](#)

● Large Playground	148
● Small Playground	42
● No Playground	62
● Other	9



5. What shade do you prefer?

[More Details](#)

● Shade Sails	34
● Large Shade Structures	72
● Small Shade Structures	99
● No Shade	34
● Other	22



FACILITY COMMITTEE

STAFF REPORT

DATE: December 6, 2023
TO: Board of Directors
FROM: Scott Schumann, Parks & Facilities Director
SUBJECT: Softball Field Repair

Softball Field Repair Plan – Update

In July of 2023 the Board discussed the proposal for softball infield/outfield lip repairs. Comprehensive field repairs require a 2-3 week window followed by a “no-programming” period to ensure sod germination and rooting.

- Hooker Oak and Rex Murphy Softball Fields were prioritized this season for repair. Park staff finished final grading this week after removing sections of outdated galvanized irrigation lines. Sod installation is anticipated to be complete by December 14. Fields will be closed until the Spring season begins.
- Additional work at Sycamore Field includes adding 80 yards of fill to the outfield and seeding.
- Fields at Wildwood are scheduled for infield irrigation installation in January 2024.

Infield Repair Plan

Park	Field	2023	2024	2025	2026	2027	Notes
Hooker Oak	Hooker Oak	X					
Hooker Oak	Rex Murphy	X					
Hooker Oak	Doryland		X				Contracted Repair
Wildwood	Brooks			X			
Wildwood	Field 2			X			
Sycamore	Sycamore	X					Outfield Float
Community Park	Booth		X				Softball Freeze
Community Park	Mertz						Softball Freeze
Community Park	Barile		X				Soccer Freeze
Community Park	C.P.1			X			
Community Park	C.P.2				X		
DeGarmo Park	Veterans			X			
DeGarmo Park	Field 2				X		
DeGarmo Park	Jerry Hughes					X	

Note:

- Repairs take two mows or one month for turf to establish.
- Fields will be closed from the end of November through December, weather permitting.
- This plan is on a five-year cycle with ongoing maintenance and monitoring to address repairs needed during the cycle.

FACILITY COMMITTEE

STAFF REPORT

DATE: December 6, 2023
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: DeGarmo Golf Facility

Background

Grant Hornbeak from Butte County Youth Sports and Education Foundation (BCYSEF) and 3CORE seek a public-private partnership to build a golf course complex. DeGarmo was identified as the location for the project. At the May 2022 meeting, the Board of Directors voted to support the project subject to BCYSEF securing the necessary funding.

BCYSEF has been working to secure funding over the last year. To date, they have approximately 30% of the required funding for the project. At the October meeting, Mr. Hornbeak discussed implementing the project into phases.

The Board requested that District staff contact local golf providers to discuss the project.

Discussion

The District's General Manager met with Mr. Mike Mattingly, General Manager of Skyway Golf Park on November 9, 2023. Mr. Mattingly is familiar with the BCYSEF project. He indicated he is in support of the project and believes it will have a significant positive impact on the youth served by the program.

Mr. Mattingly noted that Skyway Golf Park experiences capacity challenges often. He stated that this project would help with wait times and believes business at Skyway will not be negatively impacted.

Request

The Committee discuss the project status and provide direction or recommendations.

FACILITY COMMITTEE

STAFF REPORT

DATE: December 6, 2023
TO: Board of Directors
FROM: Scott Schumann, Director of Parks and Facilities
SUBJECT: Park Rules and Signage

Background

At the October meeting, the Board of Directors approved the implementation of trial period off-leash hours and locations and updated park signage. Currently, neighborhood parks' hours of operation are listed as open from "7 am to dusk." Off-leash activities in neighborhood parks were approved from 5:30 – 8:30 am.

Discussion

To update park rules and signs with off-leash, staff recommend changing the opening time from 7 am to dawn.

FACILITY COMMITTEE

STAFF REPORT

DATE: December 6, 2023
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: Valley's Edge Memorandum of Understanding

Background

The Quimby Act (Government Code Section 66477) authorizes the City to require the dedication of land for park facilities incident to and as a condition of the approval of a tentative map or tentative parcel map for certain subdivisions. Chico Municipal Code Section 18.31 entitled "Dedication of Land for Park Facilities" establishes the requirements and standards for parkland dedications in accordance with the Quimby Act, and the City's and CARD's General and Master Plans.

In 2009, the City and CARD entered into a written Memorandum of Intergovernmental Cooperation, Coordination, and Understanding (the "Memorandum") stating, among other things, their intent to work together to improve the provision of recreation and park services and facilities in City by increasing efficiency and economies of scale and service delivery and maximizing utilization of all available resources.

As the sole operator of community parks and with most neighborhood parks transferred to CARD, the Memorandum was revised in 2020 to include, among other things, a provision for CARD to review and approve proposed park designs and establish a funding mechanism for the maintenance and/or development of the neighborhood parks prior to and as a condition to the final approval of the subdivision maps. The Memorandum specifies upon completion of construction and acceptance, the City will transfer new dedicated neighborhood parks to CARD.

The Parks, Public Facilities and Services Element of the Chico General Plan contains several policies encouraging early collaboration between CARD and developers of Special Planning Areas (SPAs), including pursuing opportunities for joint use planning of school and park facilities. As directed by the General Plan, landowner Bill Brouhard has been coordinating with CARD and CUSD on a conceptual joint use Community Park and Elementary School on the land referred to in the General Plan as the Doe Mill/Honeyrun SPA.

The Doe Mill/Honey Run Road SPA is identified in CARD's Master Plan Update as a location for a community park. The addition of this land to our Community Park Inventory would further our efforts to increase the acreage of Community Parks available in the Chico Community.

Discussion

The Valleys Edge Specific Plan (VESP) was approved by the City of Chico in January 2023.



Over the past decade, District staff have worked with the Master Developer on the recreational opportunities possible within the Valley's Edge property. In August 2018, the Board approved the acceptance of the proposed community park. With the VESP approved, the unique nature of the Valley's Edge property presents a substantial public benefit inherent in the expansion and enhancement of public use passive and active recreational opportunities. CARD is uniquely positioned to operate, maintain, and program the parks proposed in the Memorandum of Understanding (MOU) with Believe In Chico LLC, the Master Developer.

Recommendation

The Committee recommend to the Board of Directors approval of the MOU with the Master Developer and the acceptance of the proposed parks named in the MOU pending voter approval in March 2024.

This Memorandum of Understanding (MOU) is made and entered into November 28, 2023
by and between
the Chico Area Recreation and Park District, (herein "CARD"), and
Believe In Chico LLC, (herein "Master Developer" and/or "landowner"),
(herein together the "Parties")

BACKGROUND

Chico General Plan 2030

As a reflection of community priorities, Chico's General Plan 2030 provides a policy basis for decisions about where and how the City will grow and change over time. The General Plan is the long-range policy framework enabling institutions, agencies, and the private sector to plan, invest, and serve the community in a strategic and efficient manner.

In 2010, the General Plan designated the 1,448-acre Valleys Edge property a "Special Planning Area" (SPA). Among other requirements, the SPA designation directed the landowners to prepare a long-range master plan, including housing, commercial areas, an elementary school, and recreational elements such as neighborhood parks, a community park, and open space for passive recreation.

Valleys Edge Specific Plan

Over the past decade, collaboration between CARD and the Master Developer provided valuable insight into recreational possibilities within the Valleys Edge property. Local recreational planner Melton Design Group crafted concept drawings for neighborhood parks, special-use parks, bike and hiking trails, and Chico's first joint-use community park and elementary school design.

The Valley's Edge Specific Plan (VESP) provides for approximately 730 acres of open space for parks, recreation, conservation, public uses, and preservation of natural aesthetics. The VESP stands as the blueprint for future development, conservation, and recreation, expanding across 1,448-acres in an area uniquely capable of accommodating planned and responsible growth.

CARD

CARD has worked to provide for the recreation and park needs of the Greater Chico Urban Area ("Chico") residents since it was formed in 1948. During this time, CARD has established well-planned and widely popular recreation programs and events for Chico residents of all ages, skills, and abilities. CARD's leadership in recreation in Chico is acknowledged by the City of Chico ("City") in its General Plan, which provides that CARD is the primary provider of park and recreation programs for the residents of Chico.

In 2009, the City and CARD entered into a written Memorandum of Intergovernmental Cooperation, Coordination, and Understanding (the "Memorandum") stating, among other things, their intent to

work together to improve the provision of recreation and park services and facilities in City by increasing efficiency and economies of scale and service delivery and maximizing utilization of all available resources.

CARD will continue to focus primarily on providing recreation programs and the operation and maintenance of neighborhood parks, community parks, specific special purpose parks, and other facilities it deems appropriate. The City's focus is primarily on the operation and management of Bidwell Park, City Plaza, and open spaces, greenways, and other facilities as it deems appropriate.

As the sole operator of community parks and with most neighborhood parks transferred to CARD, the Memorandum was revised in 2020 to include, among other things, a provision for CARD to review and approve proposed park designs and establish a funding mechanism for the maintenance and/or development of the neighborhood parks prior to and as a condition to the final approval of the subdivision maps. The Memorandum specifies upon completion of construction and acceptance, the City will transfer new dedicated neighborhood parks to CARD.

The Quimby Act (Government Code Section 66477) authorizes the City to require the dedication of land for park facilities incident to and as a condition of the approval of a tentative map or tentative parcel map for certain subdivisions. Chico Municipal Code Section 18.31 entitled "Dedication of Land for Park Facilities" establishes the requirements and standards for parkland dedications in accordance with the Quimby Act, and the City's and CARD's General and Master Plans.

CARD recognizes the substantial public benefit inherent in the expansion and enhancement of public use passive and active recreational opportunities within the Valleys Edge planning area, for Chico's current and future residents. CARD further recognizes that the approved VESP plainly and openly expresses the Master Developer's interest in and commitment to expanding both active and passive parkland opportunities for public use.

AGREEMENT

The purpose of this MOU is to state the intent of the Parties to work together to deliver recreation and park services and facilities to residents of Chico through efficiency and maximization of resources. It is CARD's intent to coordinate with Master Developer and provide guidance and expertise in the design, and where applicable, to construct, maintain, and program parks within the Valleys Edge planning area. It is the Master Developer's intent to provide guidance and expertise on planning and development affecting parks and recreation, and to dedicate to CARD and or gift land to CARD for various parks within the Valleys Edge planning area. Notwithstanding the foregoing, the parties do not intend to form a partnership for the purposes hereof and nothing herein set forth shall be so construed.

1. Planning Directives:

- a) As directed by Chico General Plan PPFs-1.1.3, the Parties will pursue cooperative planning, design, and development of future park sites.
- b) As directed by Chico General Plan PPFs 1.1.8, CARD will pursue funding for development and maintenance of parks, with the exception of those parks for which the Master Developer is currently obligated to fund.
- c) Park planning and design shall be informed by applicable provisions of the VESP and CARD Park Standards, over time enabling the realization of the Specific Plan's vision of an active and recreationally oriented part of the Chico community.
- d) Park and open space planning, construction, and maintenance shall comply with the VESP's regulatory framework, including its Tree Preservation Program and Firewise Guidelines, Standards & Vegetative Management Requirements, and CARD Park Standards.

2. Regional Park Land Gift Figure 4-11 Special Purpose Land Use Areas (attached as Exhibit B)

- a) Master Developer agrees to gift 420 acres to CARD, defined by the perimeter boundaries of land designated *Regional Open Space* as depicted on Figure 4-11 of Valleys Edge Specific Plan, approved by the City of Chico in January 2023.
- b) Master Developers gift is intended, under CARD's stewardship, to provide Chico residents recreational opportunities similar to those found in Upper Bidwell Park, such as wildlife observation, mountain biking, hiking, trail running, disc golf, and other activities promoting fitness, appreciation for nature, outdoor family adventure, and fun.
- c) Master Developers gift is also intended to serve broader public interests such as the conservation of Oak Woodlands, preservation of Upper Comanche Creek, retaining the rural visual characteristics of Butte Creek Canyon and Stilson Canyon, and establishing a permanent barrier to eastward urban expansion.
- d) Allowable uses would be as described Appendix C, Table C-3 of the Valleys Edge Specific Plan (Special Purpose Permitted Use Table).

3. Other Parks and Dedications:

- a) Community Park: Master Developer agrees, in accordance with the Development Agreement, to dedicate approximately 35 acres enabling CARD to expand public recreational opportunities for structured sports and play such as soccer, basketball, softball, dog parks, group picnic areas, and a recreation center.
- b) Neighborhood Parks: Master Developer and CARD shall cooperatively plan, and Master Developer shall, in accordance with the Development Agreement, dedicate approximately 15 acres to CARD described in the Valleys Edge Specific Plan as Homestead Park, Childs Meadows, and Pioneer Park.
- c) Big Meadows Park: Master Developer and CARD shall cooperatively plan approximately 12 acres, conceptually including walking trails, bike skills courses, pond elements, viewing and fishing stations, picnic tables, shaded rest areas, restrooms, and parking areas. Should the Parties determine CARD's ownership is appropriate, the Master Developer shall gift the land.

- d) Mini-Parks & Tot Lots: Mini-Parks, Tot Lots, and other neighborhood-oriented park elements shall be considered on a case-by-case basis.

4. Development, O & M, and Conveyance:

- a) Parties shall cooperate to further define and effectuate the most efficient means of facility construction, maintenance and operational responsibilities and funding, along with such easements, resolutions, covenants and means of title transfer so as to advance the interests of the Parties and the public.

GENERAL PROVISIONS

1. Contingent Events

- a) CARD understands that Master Developers obligations under this MOU, including any and all environmental preserves, open space reservations, dedications and or gifting of land for public use and enjoyment is predicated on timely implementation of the VESP.
- b) Any and all public benefits contemplated by this MOU are contingent upon a majority of Chico voters in the March 2024 referendum, upholding, with a YES vote, the City's approval of the Valley's Edge Specific Plan.

2. Compliance with Laws, Rules, Regulations

- a) PARTIES shall comply with all laws and regulations governing the use of public funds.

3. Term

- a) The term of this MOU commences on November X, 2023 and shall remain in effect until formal agreements are executed. The occurrence of a Contingent Event described above terminates all obligations of the PARTIES under this MOU.

4. Status of the PARTIES

- a) At no time shall either PARTY represent itself to be an officer, agent or employee or a partner of the other. Without limiting the foregoing, nothing herein provided shall be deemed or considered to constitute a partnership between the parties for the purposes of this Agreement.

5. Mutual Indemnification

- a) Each PARTY to this Agreement, (each, an "indemnitor") hereby agrees to save, defend, hold harmless, and indemnify the other including the State of California (each individually and together, "indemnitee") and their officers, agents and employees, against any or all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this Agreement, resulting in whole or in part from the negligent acts or omissions by or of the indemnitor, or by or of any subcontractor, employee, agent, or representative of the indemnitor.

6. Insurance

- a) Each PARTY shall provide worker's compensation insurance, unemployment compensation

insurance, and disability insurance for all its members, as required by law.

7. Non-Discrimination Compliance

- a) Each PARTY to this Agreement shall be responsible for compliance with all federal, state, and local non-discrimination, equal opportunity and affirmative action laws, rules, and regulations applicable to the PARTY's performance under this Agreement. Neither PARTY shall deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, sexual orientation and gender, age, physical or mental disability, nor shall they discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.

8. No Commissions Paid

- a) CARD and Developer each warrant that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee.

9. Termination.

- a) Either PARTY may terminate this agreement by giving 180 days written notice to the other PARTY.

10. Dispute Resolution

- a) In the event of a dispute between the PARTIES regarding the provisions and conditions under this Agreement, the Developer and the CARD General Manager, or their designated representatives, shall review such dispute and options for resolution. Any resolution may be subject to approval of the CARD Board of Directors.
- b) If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement cannot be resolved by the PARTIES, the dispute may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration on such terms and conditions as the PARTIES shall agree in writing, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. Entire Agreement

- a) This Agreement reflects all the terms and conditions agreed upon between the PARTIES, and there are no written or oral agreements between the PARTIES other than as set forth in this Agreement.

12. Amendment

- a) This Agreement may be amended upon the written agreement of both PARTIES.

13. Illegal or Unenforceable Terms

- a) In the event that any portion of this Agreement is illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Contact Information

CARD	OWNER MASTER DEVELOPER
Annabel Grimm	Bill Brouhard
General Manager	Co-Manager
Chico Area Recreation and Park District	Believe In Chico LLC
545 Vallombrosa Avenue	2550 Lakewest Drive, Suite 50
Chico, CA 95928	Chico, Ca 95928
Phone: (530) 895-4711	Phone (530) 879-4420
Email: info@chicorec.com	Email: Bill@GBRealEstate.net

Signatures

Signed: _____
Annabel Grimm
Chico Area Recreation and Park District
General Manager
545 Vallombrosa Avenue, Chico, CA 95926

Date: _____

Signed: _____
Bill Brouhard
Believe In Chico LLC
Co-Manager
250 Lakewest Drive, Chico, Ca 95928

Date: _____

EXHIBIT A

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN
CITY OF CHICO
AND
THE CHICO AREA RECREATION AND PARK DISTRICT**

This Intergovernmental Cooperative Agreement ("Agreement ") is executed on the date last set forth below opposite the PARTIES' signatures by and between the City of Chico, a municipal corporation under the laws of the State of California ("CITY"), and Chico Area Recreation and Park District, a California recreation and park district ("CARD"), and is based upon the following facts:

WITNESSETH

WHEREAS, on or about July 15, 2009, CITY and CARD entered into a written Memorandum of Intergovernmental Cooperation, Coordination, and Understanding (the "Memorandum") stating, among other things, their intent to work together to improve the provision of recreation and park services and facilities in CITY by increasing efficiency and economies of scale and service delivery and maximizing utilization of all available resources; and.

WHEREAS, as provided in the Memorandum the CITY and CARD ("the Parties") agreed to and worked together to deliver the following recreation and park services to Chico:

- A. **Cooperative Planning for Neighborhood and Community Parks**. The Parties incorporated mutual land use and financing priorities into each of its respective Master and General Plans.
- B. **Park Development Fees**. The Parties agreed to cooperate financially on specific park projects and worked together to update both Parties' respective Nexus Analyses regarding park development impact (DIF) fees.
- C. **Transfer of Neighborhood Parks/Greenways**. Between 2009 and 2012, the Parties executed the appropriate resolutions, agreements, covenants and deeds to transfer ownership and maintenance responsibility of neighborhood parks and greenways as follows:
 - 1. Baroni Neighborhood Park on Baroni drive and the corresponding Lighting and Landscape District formed to fund the maintenance and operations of the park was transferred from CITY to CARD.
 - 2. Two of the three CITY undeveloped future park sites at Ceres Avenue and Alamo/Henshaw Avenues were transferred to CARD. Development of a park on the third vacant parcel at Notre Dame/20th Street is no longer feasible, so ownership remained with the CITY.
 - 3. CITY Humboldt Neighborhood Park (skateboard) at 286 Humboldt Avenue was transferred to CARD.
 - 4. Little Chico Creek Greenway along Humboldt Avenue between Fir Street and Forest Avenue was transferred from CARD to CITY.
- D. **Wildwood Park**. In July 2011, the Parties executed the definitive documents for CARD to gradually assume financial responsibility for the operation and maintenance of CITY Wildwood Park over a 10-year period, with the park to be deeded to CARD in 2021.

- E. **Cooperative Programming.** The Parties executed Addendum No. 1 and No. 2 to the Memorandum for CARD to provide lifeguard services at Sycamore Pool in the One Mile Recreation Area in Bidwell Park from April 1, 2016 to March 31, 2019.

In January 2016 CARD began managing the Chico Creek Nature Center in Bidwell Park for the same named non-profit organization, and on September 30, 2019 the City executed a new Lease Agreement directly with CARD to operate the Center.

- F. **Cooperative Development.** CITY and CARD agreed to pursue cooperative development of facilities that could enhance economic development, such as sports and aquatic complexes; and

WHEREAS, the Parties desire to continue to partner and work together to improve recreation and park services and facilities in Chico through efficiency and maximization of resources.

NOW THEREFORE, in consideration of the mutual benefits and interests, the PARTIES hereby agree to execute this Agreement to achieve the following goals:

- A. CARD to continue to focus primarily on providing recreation programs and the operation and maintenance of neighborhood parks, community parks, specific special purpose parks, and other facilities it deems appropriate.
- B. CITY to continue to focus primarily on the operation and management of Bidwell Park, City Plaza and other specific purpose parks, open spaces, greenways, and other facilities as it deems appropriate.
- C. CARD to continue to provide lifeguard services at CITY Sycamore Pool in Bidwell Park under the same terms and conditions in Addendum No.3 to the Memorandum until terminated by both PARTIES.
- D. To continue to provide cooperative programming opportunities at CITY and CARD parks and facilities.
- E. To transfer maintenance and operation of Husa Ranch/Nob Hill Neighborhood Park to CARD and assign, to the greatest extent possible, the sources of revenue, including a CITY maintenance district and/or a lighting and landscape district.
- F. To provide the most efficient and effective method to disseminate Park Development Impact (DIF) fees to CITY or CARD to develop new and enhance existing park and recreation facilities.
- G. To further clarify each Parties' roles in developing and maintaining future neighborhood parks

SECTION 1 GENERAL PROVISIONS

1. Compliance with Laws, Rules, Regulations

PARTIES shall comply with all laws and regulations governing the use of public funds.

2. Term; Termination

The term of this Agreement shall be from July 1, 2020 until terminated by either PARTY with

a written 60-day notice to the other PARTY.

3. **Dispute Resolution**

In the event of a dispute between the PARTIES regarding the provisions and conditions under this Agreement, the City Manager and the CARD General Manager, or their designated representatives, shall review such dispute and options for resolution. Any resolution by the City Manager and the General Manager may be subject to approval by the Chico City Council and the CARD Board of Directors.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement cannot be resolved by the PARTIES, the dispute may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration on such terms and conditions as the PARTIES shall agree in writing, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

4. **Severability**

This Agreement shall be administered and interpreted under the laws of the State of California. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

5. **Entire Agreement**

This Agreement constitutes the entire agreement between CITY and CARD concerning the subject matter hereof and supersedes all prior discussions, negotiations and agreements, whether oral or written, with the exception of the Memorandum and Addendum, which are incorporated herein by reference. In the event that there is a conflict between the terms of this Agreement and the Memorandum and Addendum, the terms of this Agreement shall prevail. Any amendment or modification to this Agreement, including an oral modification supported by new considerations, must be reduced to writing and signed by authorized representatives of both PARTIES before it will be effective.

6. **Notices**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To CITY:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
To CARD:	Chico Area Recreation and Park District General Manager 545 Vallombrosa Ave Chico, CA 95926		

7. Amendments

This Agreement may be modified or amended only in writing duly authorized and executed by both PARTIES hereto. It may not be amended or modified by oral agreement or understanding between the PARTIES unless the same shall be reduced to writing duly approved and executed by both PARTIES.

8. Parties Bound

The covenants and conditions contained herein shall apply to and bind the legal representatives, successors, and assigns of all of the PARTIES hereto, and all of the PARTIES hereto shall be jointly and severally liable hereunder.

SECTION 2 DEVELOPMENT IMPACT FUNDS (DIF) TRANSFER

Pursuant to Chico Municipal Code Section 3.85.545, CITY collects development impact fees (DIF) for acquisition and/or development of community park facilities. This Agreement is entered to increase efficiencies in the process of transferring Community Park DIF funds from CITY to CARD in a systematic, consistent approach to facilitate the development, construction, and expansion of community parks within the City limits of the City of Chico or Chico's sphere of influence in accordance with the CITY'S and CARD's General and Master Plans (the "Cooperative Purposes").

1. Phased Transfer of Community Park Development Impact Funds (DIF)

To more efficiently and economically develop and construct community parks, PARTIES agree to process timely DIF fund transfers from CITY to CARD as follows:

- a. CITY will continue to collect the Community Park DIFs and place them in a CITY Community Park Fund.
- b. Each year, 2% of the CITY Community Park Fund gross receipts will be allocated to the CITY Nexus capital project and 1% will be allocated to the CITY Private Development Fund operating costs.
- c. CITY also maintains the Bidwell Park and Land Acquisition DIF Fund (BPLA Fund) utilized to purchase land adjacent to Bidwell Park. The fund has a deficit fund balance which is being repaid by DIF actual receipts which vary annually depending upon construction activity.
- d. Measurement dates shall be January 1 and June 30 of each year. The transfer payment date from CITY to CARD will be within 31 days after the applicable measurement date.
- e. For purposes of defining what DIF amounts may be transferred to CARD, any BPLA Fund deficit will be netted against the CITY Community Park Fund balance. The CITY will also retain a minimum reserve of \$500,000 in the CITY Community Park Fund at all times. The net amount in the CITY Community Park Fund as of the applicable measurement date, shall be named the "Disbursement Amount" to transfer to CARD from CITY. For example, if at the measurement date the CITY Community Park Fund has a fund balance of \$6,000,000 and the BPLA Fund has a fund deficit of \$1,000,000, then the Disbursement Amount to be transferred to CARD would be \$4,500,000 ((\$6,000,000 CITY Community Park Fund - (\$1,000,000 Bidwell Park and Land Acquisition Fund + \$500,000 CITY Community Park

Fund Reserve)).

- f. The Disbursement Amount net of the Bidwell Park and Land Acquisition Fund and Community Park Fund will discontinue once the Bidwell Park and Land Acquisition Fund no longer has a deficit fund balance.
- g. Initial payments of the current balance will be phased in over two years (4 transfers). Beginning with the measurement date of January 1, 2021, CITY will transfer one-quarter of the Disbursement Amount every six months. For example, if the Disbursement Amount is \$4,500,000 the first payment would be one-quarter of \$4,500,000 or \$1,125,000.

2. Full Transfer of DIF Funds

- a. Beginning January 1, 2023, CITY will begin making transfer payments to CARD of the total Disbursement Amount as of the applicable measurement date. For example, if the Disbursement Amount is \$800,000, the full \$800,000 will be transferred to CARD.
- b. CARD will place transferred funds into a restricted interest-bearing fund (CARD Community Park Fund) utilized for community park development and construction. Funds shall not be used for operational costs. Operational costs are defined as regular recurring direct costs of operating and maintaining services of parks and recreation including, but not limited to, salaries and benefits, utilities, insurance and office supplies.
- c. The CARD Community Park Fund shall not be available for operational borrowings or used as security for general debt issuances by CARD unless the debt is specifically related to community park development and construction.
- d. CARD shall be responsible for applicable reporting under the California Government Code to CITY, Butte County and State of California. These reports, including any other reports CITY's City Council (Council) might request, must be sent to CITY by October 31 of each year for the fiscal year ending June 30. CITY will incorporate CARD's report into its applicable California Government Code reporting.

3. Audit Requirements

- a. Under Generally Acceptable Accounting Principles (GAAP), CARD is required to have an annual audit of its accounting records. Discrepancies reflecting the improper use of DIF funds in accordance with this agreement must be reflected in the audit report. The audit report will be provided to CITY upon timely completion of the audit.
- b. CITY may require a compliance audit of the CARD Community Park Fund. This audit will be paid for at CITY's expense, unless the audit reveals a violation of this Agreement or misappropriation of the DIFs transferred to CARD. If the Auditor finds a violation has occurred, then CARD shall pay for the audit.
- c. Funds maintained in the CARD Community Park Fund shall revert to CITY if CARD fails to appropriate funds in accordance with this Agreement and the CITY's General Plan or CARD's Master Plan related to community park development.
- d. Unfiled or untimely reports regarding CARD's Community Park Fund may result in further

action by CITY Council including, but not limited to, suspension of transfers until reports are filed on time.

SECTION 3. DEVELOPMENT AND MAINTENANCE OF NEIGHBORHOOD PARKS

The Quimby Act (Government Code Section 66477) authorizes the CITY to require the dedication of land for park facilities incident to and as a condition of the approval of a tentative map or tentative parcel map for certain subdivisions. Chico Municipal Code Section 18.31 entitled "Dedication of Land for Park Facilities" establishes the requirements and standards for parkland dedications in accordance with the Quimby Act, and the CITY'S and CARD's General and Master Plans. When a neighborhood park is required as a condition of approval of a subdivision within the Chico city limits PARTIES agree to develop a mechanism to facilitate the following:

1. CITY to continue to collect the Neighborhood Park DIFs and place them in a CITY Neighborhood Park Fund.
2. If the neighborhood park is not to be constructed by the developer and if approved by the City Council, CITY will transfer available Neighborhood Park DIFs to CARD by executing a separate Reimbursement Agreement and other necessary agreements and documents to ensure the development of the neighborhood park by CARD.
3. CARD to review and approve the proposed park design and required amenities, and the cost to develop the park prior to disbursement of funds and construction. The amenities included in a neighborhood park in general, consist of two playground structures, a court, turf area, irrigation, landscaping and other park amenities such as benches, tables, water fountain, etc. per the current adopted nexus. If future additions are desired, a change to the nexus scope of improvements and associated cost estimates shall be done by the agency requesting such changes.
4. CARD to form a Landscape and Lighting District (LLD) or other appropriate funding vehicle for the maintenance and/or development of the neighborhood park prior to and as a condition to the final approval of the subdivision maps.
5. Following the construction and acceptance of neighborhood park by the developer by both PARTIES, CITY will transfer the dedicated park to CARD through any necessary deeds, agreements, covenants or other documents.

If developer constructs improvements, CITY will reimburse any applicable park facility fee credits to the developer after completion of the park, through a reimbursement agreement between CITY and developer.

SECTION 4. EVENTS OF DEFAULT

1. Failure of CARD to develop or use the Community Park or Neighborhood Park Funds for any purpose other than that of a community or neighborhood park;
2. Failure of CARD to develop or maintain a community or neighborhood park provided under this Agreement;

3. Failure by CITY or CARD to perform or observe any covenant or condition set forth in this Agreement for a period of sixty (60) days after written notice has been provided to either Party. Except, if any failure by either PARTY to perform or observe any covenant or condition of this Agreement requires more than sixty (60) days to remedy, CITY or CARD shall not be deemed in default of this Agreement if corrective action is instituted within such sixty (60) day period and thereafter diligently pursued until the failure is corrected; or
4. Failure of CITY or CARD to timely cure any default of this Agreement following service of notice of default and expiration of the cure period provided herein.

SECTION 5. REMEDY UPON DEFAULT

Upon the occurrence of any Event of Default, and if CITY is not in default of any provision of this Agreement, CITY's remedies shall be as follows:

1. CITY shall be entitled to specifically enforce the conditions of this Agreement in an action filed in Butte County Superior Court or in any other Court of competent jurisdiction;
2. As an alternative to specific performance, at CITY's option, within 90 days after service of CITY's written demand, CARD shall repay to CITY, as liquidated damages for such default, the full amount of all funds which have been disbursed to CARD pursuant to this Agreement but not utilized for the Cooperative Purposes, plus interest thereon, calculated at the Federal Discount Rate in effect at the Federal Reserve Bank of San Francisco as of the date of such default, plus three percent, but in no event greater than 7.5% per annum, from the date of such default to the date of payment of such amount in full by CARD to CITY;
3. In providing for payment of liquidated damages in the amount set forth herein, CITY and CARD have agreed that it would be impracticable or extremely difficult to fix the actual amount of damages to CITY and the public interest which would result from CARD's default in the performance of the covenants and conditions of this Agreement and, by reason thereof, equity and the public interest would best be served by repayment of the Reimbursement Funds to CITY together with a reasonable amount of interest thereon; and
4. CITY may commence foreclosure proceedings for the reversion of any park subject to a reversionary right in favor of the CITY or assert and exercise any and all rights and remedies provided for herein and take other actions as otherwise may be provided by law.
5. All rights and remedies set forth herein are cumulative and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same default or any other default.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement the date first set forth above.

CITY:



By: Mark Orme, City Manager*

Date: 11-17-2020

CARD:

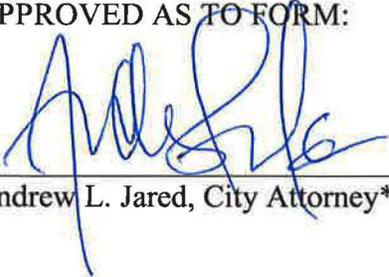


By: Ann Willmann, General Manager

Date: 11/17/2020

*Authorized pursuant to Chico Municipal Code Section 3.20.060, and City Council approval on 9/15/2020.

APPROVED AS TO FORM:



Andrew L. Jared, City Attorney*

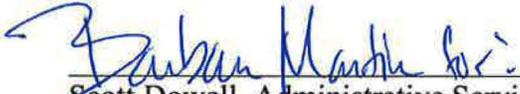
APPROVED AS TO CONTENT:



Erik Gustafson, Public Works Director –
Operations & Maintenance

*Approved pursuant to The Charter of the
City of Chico § 906(D)

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

EXHIBIT B

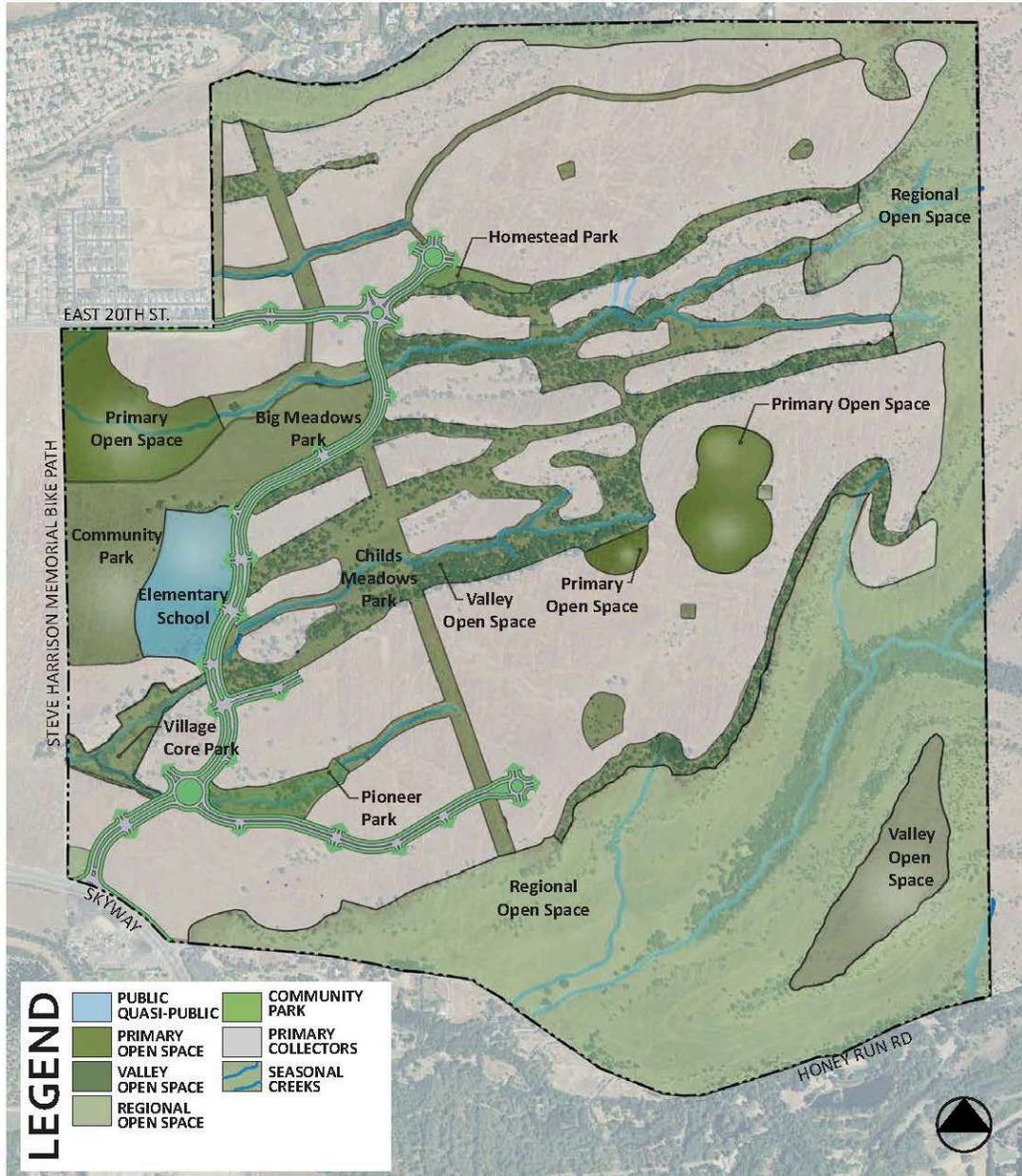


Figure 4-11: Special Purpose Land Use Areas

EXHIBIT C

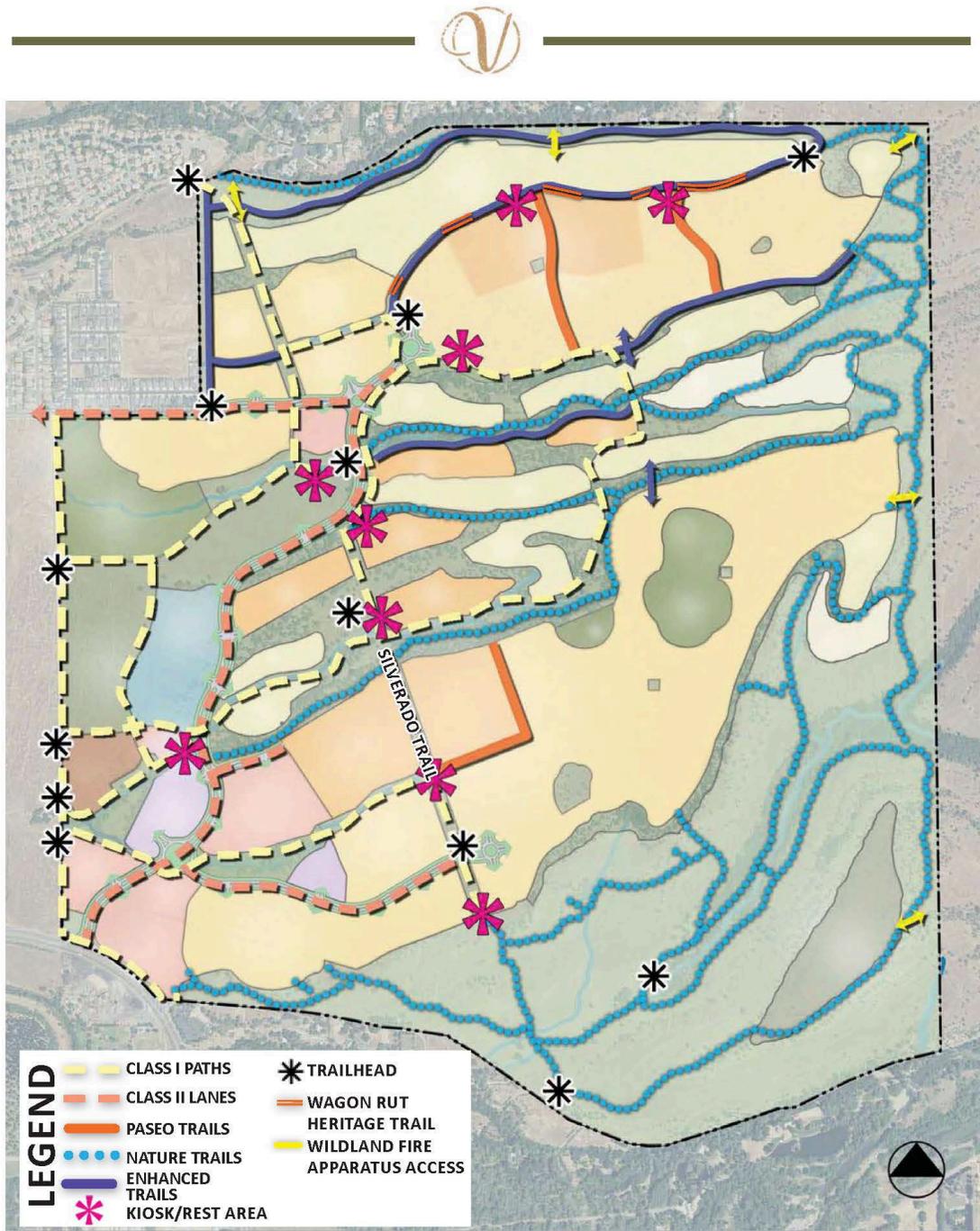


Figure 5-2: Trail Master Plan

Valley's Edge Specific Plan | August 2022

CIRCULATION & TRAILS | 5-7

FACILITY COMMITTEE

STAFF REPORT

DATE: December 6, 2023
TO: Board of Directors
FROM: Scott Schumann, Director of Parks and Facilities
SUBJECT: Capital Improvement Projects

Background

Staff are working diligently to implement the approved \$8,705,090 in Capital Improvements and Projects.

Projects of note include:

- Community Park Bocce Courts are complete.
- Peterson Park Play Structure is complete.
 - o New installation includes large shade sail, benches, and additional play elements.
- Hooker Oak Play Structure is complete.
 - o New installation includes small shade, an ADA ramp, additional swings, and nature-themed climbing elements (i.e., frog, tree trunks, and waterfall ramp).
- CARD Center Office Enclosure is complete.
- ADA improvements at the CARD Center parking lot are complete with a slurry seal and line painting scheduled for the warmer spring temperatures.
- Chapman Park Renovation is approaching completion in mid/late December. Minor delay in completion resulting from discovered instabilities beneath the parking lot subsurface requiring additional stabilization. Remaining tasks include Butte County Health Inspection of splash facility, pour-in-place fall material, irrigation, installation of fruit trees.
- ADA Improvements on the Nature Center path of travel are being defined with bid documents in preparation.
- District-wide smart irrigation controller project is currently in bid document preparation.
- New play structure at Rotary Park with potential inclusion of improved ADA accessible fall/play surfacing. Input from the community on the structure will be gathered in person and via social media.
- The Community Park Maintenance Hub request for proposal (RFP) is being developed for publication and Bid in January of 2024.

A complete list of 2023-2024 Capital Improvement Plan (CIP) items, anticipated completion, and status is attached below.

Capital Improvement Plan Updates 2023-2024 Fiscal Year				
Location	Deferred Maintenance/Replacement	Budget	Anticipated Completion	Status
DISTRICT WIDE	ADA Compliance Upgrades	135,000	Apr-24	Bid Doc Preparation
DISTRICT WIDE	Deferred Maintenance	150,000	Jun-24	In progress
DISTRICT WIDE	Irrigation Controller Upgrades	115,000	Apr-24	Bid Doc Preparation
CARD CENTER	Roof & Exterior Repair/Painting	200,000	Jun-24	Bid Doc Preparation
COMMUNITY PARK	Field House Wall Padding	27,600	Feb-24	Sourcing Materials
DEGARMO PARK	Replace Soccer Goals	25,000	Aug-23	Complete
LAKESIDE	Lakeside Blinds	17,250	Oct-23	Complete
LAKESIDE	Lakeside Carpet Replacement	45,000	Jan-24	Contracted and Scheduled
		714,850		
	Play Structures			
ROTARY PARK	Replace 5-12 Play Structure	155,250	Apr-24	Community Input in December with consideration of pour-in-place surfacing for improved ADA accessibility
	Capital Improvements			
AQUATIC CENTER	Design Phase	1,700,000		In progress and on Schedule
LAKESIDE	Permanent Projectors	23,000*	Jan-24	*Bids just over allocation
		1,700,000		
	Capital Expansions			
COMMUNITY PARK	Renovate & Expand Maintenance Hub	1,300,000	Sep-24	RFP development
	Fixed Assets			
DEGARMO	DeGarmo Painter Replacement	8,050	Sep-23	Complete
COMMUNITY PARK	Gator Replacement	13,500	Sep-23	Complete
HOOKER OAK	Wood Chipper Replacement	85,000	Sep-23	Complete
ROVING CREW	New Vehicle (Roving Crew)	40,000	Sep-23	Complete
DISTRICT WIDE	Vehicle Replacement (2 Trucks)	80,000	Sep-23	Complete
ROVING CREW	Vehicle Replacement (Utility Truck)	75,000	Sep-23	Complete
ROVING CREW	New Standing Mower	15,000	Sep-23	Complete
WILDWOOD/HOOKER OAK	New Gator (Wildwood)	13,500	Sep-23	Complete
EVENTS	Movie Equipment	19,000	Sep-23	Complete
		349,050		
	Carry Forwards from 2022/2023			
COMMUNITY PARK	Bocce Ball Court	856,000	Nov-23	Complete
DFJ	Chapman Park Renovation	3,112,000	Dec-23	Nearly Complete
HOOKER OAK	Playground	192,000	Nov-23	Complete
PETERSON	Playground	198,240	Nov-23	Complete
CARD CENTER	ADA Upgrades - Parking Lot	112,700	Nov-23	Complete
FIXED ASSETS	Trailer	15,000	Jul-23	Complete
		4,485,940		
Capital Improvements Total		8,705,090		