

BOARD OF DIRECTORS REGULAR MEETING

Thursday, December 14, 2023 – 4:00 P.M.

If you need an accommodation to participate in this meeting, please call (530) 895-4711
Agenda posted prior to 4:00 PM Monday, December 8, 2023

BOARD MEMBERS

Michael McGinnis, Chair
Dave Donnan, Vice Chair
Tom Lando
Christopher Norden
Michael Worley

CARD STAFF

Annabel Grimm, General Manager
Angela Carpenter, Finance Manager
Holli Drobny, Business Services Manager
Anjie Goulding, Recreation Director
Scott Schumann, Parks and Facilities Director

LEGAL COUNSEL

Jeff Carter

AGENDA

Zoom Meeting Information:

<https://card.zoom.us/j/81607636750?pwd=R1NNUkZPYi9ySGNsNVQ3OXh0U1hoZz09>

Meeting ID: 816 0763 6750

Passcode: 156857

1. CLOSED SESSION

Pursuant to Government Code 54957 Public Employment Performance Evaluation. Closed session will begin at 2:00PM

2. CALL TO ORDER

2.1. Roll Call

2.2. Closed session

Pursuant to Government Code 54957: Public Employment Performance Evaluation.
Closed session announcement: The Board received information from the General Manager. No action was taken.

3. 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.

3.1. Correspondence received via email related to the dedication of park bench.

4. CONSENT AGENDA *Action Requested: Board of Directors approve the consent agenda.*

4.1. Minutes of the Regular Meeting of the Board of Directors on October 26, 2023

4.2. October Monthly Financial Report (Staff Report FI-23-033)

5. REGULAR AGENDA

5.1. Committee Report Out – *Information provided/possible action*

5.1.1. Finance Committee

5.1.2. Facility Committee (Meeting Summary)

5.2. Aquatic Recreation Facility Design Update - *Information provided/possible action*

Confluence Inc., the design firm hired to facilitate the development of the Aquatics Recreation Facility, will provide a presentation to the Board and solicit feedback on the project.

5.3. Capital Campaign Feasibility Study (Staff Report 23-052) – *Action Requested: Board of Directors provide direction for the Capital Campaign with Baker Street Consulting.*

District Staff will share the results of the Feasibility Study for a Capital Campaign for the Aquatic Recreation Facility conducted by Baker Street Consulting.

5.4. Internship Presentation – *Information provided*

Current District Interns will share their internship experience and share their final projects.

5.5. Updated Policies (Staff Report 23-053)- *Action Requested: Board of Directors approve updated policies.*

District Staff have updated the following policies to ensure compliance with the recent legislative requirements.

- 3460 Sick Leave

District Staff is requesting the following policies be retired:

- *Professional Attitude and Conduct Policy*
- *Post-Offer, Pre-employment Drug Testing Policy*

5.6. Chico Observatory (Staff Report 23-054) *Action Requested: Board of Directors approve the acquisition of the Chico Observatory, per the Facility Committee's recommendation.*

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

5.7. DeGarmo Golf Facility (Staff report 23-055) *Action Requested: Board of Directors approve moving into Phase One of the Golf Facility Plan, per the Facility Committee's recommendation.*

District staff will report on additional information related to this project.

5.8. Items Removed from the Consent Agenda

6. NEW BUSINESS

6.1. Opening Beneficiary IRA Account (Staff Report FI-23-034 and Resolution 23-022) - *Action Requested: Board of Directors approve Resolution 23-022*

The Chico Creek Nature Center was named as a beneficiary on a Traditional IRA for a community member who has passed away. Fidelity requires that we open a Beneficiary IRA in the name of the Chico Creek Nature Center.

6.2. Valley's Edge Memorandum of Understanding (Staff report 23-056) *Action Requested: Board of Directors approves the Valley's Edge MOU with the Master Developer and the acceptance of the proposed parks named in the MOU pending voter approval in March 2024, per the Facility Committee's recommendation.*

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

6.3. Election of Officers *Action Requested: Board of Directors nominate and elect officers for Chair and Vice Chair to commence in January 2024.*

7. DIRECTOR COMMENTS

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

8. STAFF COMMENTS

Opportunity for District Staff to comment on items not listed on the agenda.

Recreation Update (Staff Report 23-057)

Parks and Facilities Update (Staff Report 23-058)

General Manager Update (Staff Report 23-059)

9. ADJOURNMENT

Adjourn to the next meeting of the Board of Directors of the Chico Area Recreation and Park District.

From: [info](#)
To: [Senior Leadership Team](#)
Subject: FW: Attn: Board Members
Date: Thursday, November 2, 2023 12:54:36 PM
Attachments: [image001.png](#)

From: Lechia Dickinson <buttrfli22@gmail.com>
Sent: Thursday, November 2, 2023 12:48 PM
To: info <info@Chicorec.gov>
Subject: Attn: Board Members

Board Members:

I am writing because I am interested in donating a bench in my late Rotarian husband's honor at Centennial Park at the corner of Ceres and Whitewood Way. Dr Thomas Edward Dickinson, PhD, professor emeritus, was a Rotarian who posthumously received the volunteer of the year award in 2003.

Another person, Michael Thunen, is also interested in donating a bench at Centennial Park in honor of her father and grandfather, both of whom were Rotarians. She will await your reply to me before contacting you directly.

Please respond,

Lechia L. Dickinson, MSW

BOARD OF DIRECTORS REGULAR MEETING MINUTES

October 26th, 2023– 4:00 P.M.

DRAFT

Board Members Present: Michael McGinnis, Chair
Dave Donnan, Vice-Chair
Tom Lando, Board Member
Michael Worley, Board Member

Board Members Absent: Christopher Norden, Board Member

Staff Members Present: Annabel Grimm, General Manager
Angela Carpenter, Finance Manager
Holli Drobny, Business Services Manager
Anjie Goulding, Director of Recreation
Scott Schumann, Director of Parks and Facilities

Legal Counsel Present: Jeff Carter, Attorney at Law

1. CALL TO ORDER

- 1.1. Roll Call
- 1.2. Closed session

Pursuant to Government Code 54957: Public Employment Performance Evaluation.
Closed session announcement: The Board received information from the General Manager. No action was taken.

2. PUBLIC COMMENTS

There was no public comment.

3. CONSENT AGENDA

- 3.1. Minutes of the Regular Meeting of the Board of Directors of September 28, 2023
- *Action Requested: Board of Directors approve the minutes as submitted.*
- 3.2. Monthly Financial Report - *Action Requested: Board of Directors approve the Monthly Financial Report.*

M/S/C/ (Directors Lando/Donnan) Board of Directors approved the consent agenda.

The motion was unanimously approved.

Absent: Norden

4. REGULAR AGENDA

- 4.1. Committee Report Out
 - 4.1.1. Finance Committee
 - 4.1.2. Facility Committee
- 4.2. Capital Campaign

Baker Street Consulting provided an update on the current efforts and status of the Capital Campaign for the Aquatic Recreation Facility. The report findings are anticipated to be released on November 8, 2023.

4.3. Aquatic Recreation Facility Design Update

Confluence Inc., the design firm hired to facilitate the development of the Aquatics Recreation Facility, provided a presentation to the Board related to design updates.

4.4. Updated Policy

M/S/C/ (Directors McGinnis/Lando) Board of Directors requested that this policy be reviewed by the Facility Committee prior to Board approval.

The motion was unanimously approved.

Absent: Norden

4.5. Dog Off-Leash Park Rules (Staff report FA-23-019)

M/S/C/ (Directors Lando/Donan) Board of Directors approved the finalized schedule for Dog Off-Leash Park Rules per the Facility Committee's recommendation.

The motion was unanimously approved.

Absent: Norden

4.6. DeGarmo Golf Facility (Staff report FA-23-020)

M/S/C/ (Directors Lando/McGinnis) Board of Directors requested to send this agenda item back to the Facility Committee for further discussion, notify private golf entities and invite them to the next Facility Committee.

The motion was unanimously approved.

Absent: Norden

5. NEW BUSINESS

5.1. Approving the Application of the Outdoor Equity Grant (Resolution 23-020)

M/S/C/ (Directors Lando/Worley) Board of Directors approved Resolution 23-020 allowing the District to move forward with the Outdoor Equity Grant application.

The motion was unanimously approved.

Absent: Norden

5.2. Conversion of Extended Part-Time Wages to Full-Time (Staff Report FI-23-030)

M/S/C/ (Directors Lando/Worley) Board of Directors approved the budget allocation to convert of an extended part-time position to a full-time position in the Facility Rentals and Events division, with the stipulation that tracking of Rental Revenue continues.

The motion was approved.

Ayes: McGinnis, Lando, Worley

Noes: Donnan
Absent: Norden

5.3. Chico Observatory (Staff Report FA-23-022)

M/S/C/ (Directors Donnan/Worley) Board of Directors requested to send this agenda item back to the Facility Committee for further discussion.

The motion was unanimously approved.

Absent: Norden

5.4. Authorizing the Destruction of Records (Staff Report 23-048/Resolution 23-021)

M/S/C/ (Directors Lando/McGinnis) Board of Directors approved the destruction of expired records as provided in Government Code Sections 60200-60203 guidelines.

The motion was unanimously approved.

Absent: Norden

5.5. Lifeguard Incentive Program (Staff Report FI-23-032)

M/S/C/ (Directors Lando/Worley) Board of Directors approved the Lifeguard Incentive Program.

The motion was approved.

Ayes: McGinnis, Lando, Worley

Noes: Donnan

Absent: Norden

6. DIRECTOR COMMENTS

Director McGinnis thanked District staff for the Bocce Ball Courts.

7. STAFF COMMENTS

8. CLOSED SESSION

Pursuant to Government Code 54957 Public Employment Performance Evaluation.

Closed session announcement: Discussion revolved around the Employment Performance Evaluation. The Board of Directors will continue the discussion on December 14th.

9. ADJOURNMENT

The meeting was adjourned at 6:01

FACILITY COMMITTEE SUMMARY

Michael McGinnis and Dave Donnan
Wednesday, December 6, 2023 – 3:00 P.M.

1. Call to Order at 3:00PM

2. Public Comments

None

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

Discussion revolved around various ways to implement a Donation and Facility Naming program. The Committee recommended adopting the policy as is, and using the Bocce Courts and Aquatic Facility as pilots for implementation.

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

Discussion revolved around the potential for the adoption of the Chico Observatory, including the potential revenue and expenditures. The Committee recommends that the Board that the District adopt the lease for the Chico Observatory.

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

The Committee recommends that the Board take action to move forward with Phase One of the DeGarmo Golf Project.

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

District staff reported on recent community input sessions for the design and development of the Aquatic Recreation Facility and Henshaw Park.

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

The Committee reacted favorably to the repairs and made additional suggestions.

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

District staff provided 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)

The Committee recommends that the Board take action to adopt the Valley's Edge MOU.

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

District staff provided updates on current capital improvement projects.

11. Revisions to Master Plan

Discussion revolved around the plan to provide 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.

STAFF REPORT

DATE: December 14, 2023
TO: Board of Directors
FROM: Angela Carpenter, Finance Manager
SUBJECT: October Monthly Financial Report

ANALYSIS

Highlights of the October financial reports:

- Investment income, on page 8, continues to be better than expected due to the performance of the investment in CA Class with an average yield of 5.5% for the past 90 days.
- Revenue overall is 19.8% for the year, as noted on page 9. Under Other Income, Miscellaneous revenue is nearly \$31K due to proceeds from truck sales and the insurance payout of the vehicle totaled in September.
- On page 10, Full-Time Salaries appear to trend higher than pace due to the number of pay periods in the year. Retirement expense is trending high due to the required AUL payment at \$100K. Worker's Compensation expenses are higher than projected.
- Operating expenses are 45.7% of the budget (page 11). Annual expenses paid in full and planned purchases of computers and equipment are inflating the YTD percentage.
 - o Equipment contains \$28,700 for lighting and sound equipment for the Ice Rink that will be reimbursed.
 - o Contract services contain \$128K of contract instructor payments. The income offsets are in Camps and Classes.
 - o Transportation is higher than budgeted. However, the income offsets are similar to Contract Services.
 - o Water and Electricity expenses will start to level out during the winter months, while Gas will start to trend high during the same period.



FINANCIAL STATEMENTS

FISCAL YEAR 2023/2024

OCTOBER 2023

**CHICO AREA RECREATION AND PARK DISTRICT
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CHICO AREA RECREATION AND PARK DISTRICT
 BALANCE SHEET SUMMARY - ALL FUNDS
 OCTOBER 2023



	GENERAL FUND	COMMUNITY PARK FEES	INDIGO PARK	PETERSON PARK	BARONI PARK	MEMORANDUM TOTALS ONLY
ASSETS						
CASH	9,647,526	5,799,341		-	38,626	15,912,712
RECEIVABLES	1,903,464	-		-	-	1,953,339
DUE FROM OTHER FUNDS	182,533	4,635,419		-	-	4,817,952
TOTAL CURRENT ASSETS	11,733,524	10,434,760		-	38,626	28,325,272
PREPAID EXPENSES	-	-		-	-	-
FIXED ASSETS	46,652,950	-		-	-	46,652,950
ACCUMULATED DEPRECIATION	(17,983,756)	-		-	-	(17,983,756)
SUBTOTAL	28,669,194	-		-	-	28,669,194
TOTAL ASSETS	40,402,718	10,434,760		-	38,626	56,994,465
TOTAL DEFERRED OUTFLOWS OF RESOURCES - GASB 68	1,186,655	-		-	-	1,186,655
LIABILITIES						
ACCOUNTS PAYABLE	-	-		-	-	-
ACCRUED EXPENSES	608,461	-		-	-	608,461
DUE TO OTHER FUNDS	4,635,419	-	5,063	57,980	53,965	4,817,952
OTHER LIABILITIES	309,710	-		-	-	309,710
TOTAL CURRENT LIABILITIES	5,553,590	-	5,063	57,980	53,965	5,736,123
LONG-TERM DEBT						
NET PENSION LIABILITY	657,142	-		-	-	657,142
LIABILITY FOR COMPENSATED ABSENCES	263,428	-		-	-	263,428
SUBTOTAL	920,570	-		-	-	920,570
TOTAL LIABILITIES	6,474,160	-	5,063	57,980	53,965	6,656,694
TOTAL DEFERRED INFLOWS OF RESOURCES - GASB 68	755,205	-	-	-	-	755,205
FUND BALANCE						
RESTRICTED	-	10,434,760		-	38,626	10,938,605
SPENDABLE - COMMITTED	2,500,000	-		-	-	2,500,000
SPENDABLE - UNASSIGNED	2,272,701	-		-	-	2,272,701
NON-SPENDABLE	26,714,067	-		-	-	26,714,067
FUND BALANCE	31,486,768	10,434,760	-	-	38,626	42,425,373
TOTAL NET INCOME (LOSS)	(2,319,865)	-	(5,063)	(57,980)	(53,965)	(2,490,524)
CURRENT YEAR NET INVESTMENT IN CAPITAL ASSETS	16,725					16,725
TOTAL FUND BALANCE	29,183,628	10,434,760	(5,063)	(57,980)	(15,339)	39,951,574

CHICO AREA RECREATION AND PARK DISTRICT
SUMMARY - ALL FUNDS
OCTOBER 2023



	GENERAL FUND	PARK IMPACT FUND	OAK WAY PARK	PETERSON PARK	BARONI PARK	MEMORANDUM TOTALS ONLY
REVENUE						
FEE BASED PROGRAM INCOME	1,658,541	-	-	-	-	1,658,541
OTHER INCOME	205,735	-	-	-	-	205,735
RDA PASSTHROUGH	6,465	-	-	-	-	6,465
INVESTMENT INCOME	109,585	-	-	-	-	109,585
TAX INCOME / COUNTY	302,162	-	-	-	-	302,162
PARK IMPACT FEES	-	11,875	-	-	-	11,875
ASSESSMENTS	-	-	-	-	-	-
OPERATING TRANSFER IN	-	-	-	-	-	-
TOTAL REVENUE	2,282,487	11,875	-	-	-	2,294,362
EXPENSE						
SALARIES & BENEFITS	2,823,690	-	48,328	31,271	42,642	2,945,932
SERVICES & SUPPLIES	1,450,483	-	17,198	26,709	11,323	1,510,775
CONTRIB. TO OTHER AGENCIES	12,865	-	-	-	-	12,865
TOTAL EXPENSE	4,287,039	-	65,526	57,980	53,965	4,469,573
NET REVENUE BEFORE SPECIAL EXPENSE	(2,004,551)	11,875	(65,526)	(57,980)	(53,965)	(2,175,210)
SPECIALLY ALLOCATED ITEMS						
DEPRECIATION	315,314	-	-	-	-	315,314
FAIR MARKET VALUE ADJUSTMENT	-	-	-	-	-	-
TOTAL SPECIALLY ALLOCATED	315,314	-	-	-	-	315,314
REVENUE OVER (UNDER)	(2,319,865)	11,875	(65,526)	(57,980)	(53,965)	(2,490,524)
CAPITAL ASSETS AND REPAIR PROJECTS						
CAPITAL / REPAIR PROJECTS	2,115,040	-	-	-	-	2,115,040
CAPTIAL PROJECTS REIMBURSEMENT	2,131,766	-	-	-	-	2,131,766
NET CAPITAL PROJECTS	16,725	-	-	-	-	16,725
TOTAL REVENUE OVER (UNDER) EXPENDITURES	(2,303,140)	11,875	(65,526)	(57,980)	(53,965)	(2,473,799)

CHICO AREA RECREATION AND PARK DISTRICT
GENERAL FUND - FUND 2490
BALANCE SHEET
OCTOBER 2023

	OCTOBER 2023	OCTOBER 2022	Increase (Decrease)	
			\$ Change	% Change
ASSETS				
CASH				
* CASH ON DEPOSIT WITH COUNTY (GENERAL FUND)	2,049,102	5,435,300	(3,386,198)	-62%
CASH - GOLDEN VALLEY BANK	2,910,816	950,138	1,960,678	206%
CASH ON DEPOSIT WITH California CLASS (GENERAL FUND)	2,557,379	-	2,557,379	0%
CASH - GOLDEN VALLEY BANK CD (GENERAL FUND)	2,063,250	-	-	-
PETTY CASH	800	800	-	0%
SUBTOTAL	9,647,526	6,462,539	3,184,987	49%
FMV ADJUSTMENT (GENERAL FUND)	-	-	-	0%
ACCOUNTS RECEIVABLE	1,903,464	1,569,352	334,112	21%
DUE FROM OTHER FUNDS				
DUE TO GENERAL FUND FROM OTHER FUNDS	182,533	147,540	34,993	0%
TOTAL CURRENT ASSETS	11,733,524	8,179,431	3,554,093	43%
PREPAID EXPENSES	-	-	-	0%
FIXED ASSETS				
LAND	11,634,791	11,634,791	-	0%
LAND IMPROVEMENTS	30,565,535	28,357,507	2,208,028	8%
LEASEHOLD IMPROVEMENTS	1,961,727	1,098,163	863,564	79%
EQUIPMENT	1,234,857	1,070,014	164,843	15%
EQUIPMENT - COMPUTERS	296,192	296,192	-	0%
EQUIPMENT - AUTOS	610,270	474,688	135,582	29%
CONSTRUCTION IN PROGRESS	349,579	349,579	-	0%
SUBTOTAL	46,652,950	43,280,933	3,372,017	8%
ACCUMULATED DEPRECIATION	(17,983,756)	(16,856,124)	(1,127,632)	7%
SUBTOTAL	28,669,194	26,424,809	2,244,385	8%
TOTAL ASSETS	40,402,718	34,604,240	5,798,478	17%
TOTAL DEFERRED OUTFLOWS OF RESOURCES - GASB 68	1,186,655	1,186,655	-	0%

FOOTNOTES:

CHICO AREA RECREATION AND PARK DISTRICT
GENERAL FUND - FUND 2490
BALANCE SHEET
OCTOBER 2023

LIABILITIES	OCTOBER 2023	OCTOBER 2022	Increase (Decrease)	
			\$ Change	% Change
ACCOUNTS PAYABLE				
ACCOUNTS PAYABLE		32,122		
ACCOUNTS PAYABLE - REFUNDS	-	-	0	
ACCOUNTS PAYABLE	-	32,122	(32,122)	-100%
ACCRUED EXPENSES				
ACCRUED PAYROLL	261,921	237,237	24,684	0%
PAYROLL FEDERAL TAXES	47,034	18,724	28,309	151%
PAYROLL STATE TAXES	16,074	6,009	10,065	168%
PAYROLL EMPLOYEE MEDI & FICA	62,782	22,849	39,933	175%
PAYROLL EMPLOYER MEDI & FICA LIAB	62,690	22,682	40,008	176%
PAYROLL SDI	7,586	3,324	4,262	128%
PAYROLL GARNISHMENTS	1,902	(26,977)	28,879	-107%
UNION DUES - SUPERVISORS	518	(570)	1,088	-191%
UNION DUES - PARKS	1,558	2,880	(1,322)	0%
457 EMPLOYEE CONTRIBUTIONS	160	5,452	(5,292)	-97%
457 ROTH EMPLOYEE CONTRIBUTIONS	5,275	-	5,275	0%
EMPLOYEE VOLUNTARY LIFE/AD&D	2,312	-	2,312	0%
EMPLOYEE MEDICAL WITHHOLDINGS	-	(1,531)	1,531	-100%
VOUCHERS PAYABLE ACCRUAL	138,647	-	138,647	0%
ACCRUED EXPENSES	608,461	406,792	201,669	50%
DUE TO OTHER FUNDS				
DUE TO OTHER FUNDS FROM GENERAL FUND	4,635,419	-	4,635,419	0%
OTHER LIABILITIES				
DEFERRED REVENUE	254,216	1,074,357	(820,141)	-76%
OTHER LIAB - CLASS CLEARING ACCT	(1,346)	3,573	(4,919)	-138%
PREPAID FACILITY TRANSFER	(1,091)	-	(1,091)	0%
SECURITY DEPOSITS	49,528	44,750	4,778	11%
TIME EXPIRED HOLDING ACCT	8,403	8,403	-	0%
SUBTOTAL	309,710	1,131,083	(821,373)	-73%
TOTAL CURRENT LIABILITIES	5,553,590	1,569,997	3,983,593	254%
LONG-TERM DEBT				
NET PENSION LIABILITY	657,142	657,142	-	0%
LIABILITY FOR COMPENSATED ABSENCES	263,428	263,428	-	0%
SUBTOTAL	920,570	920,570	-	0%
TOTAL LIABILITIES	6,474,160	2,490,567	3,983,593	160%
TOTAL DEFERRED INFLOWS OF RESOURCES - GASB 68	755,205	755,205	-	0%

FUND BALANCE

CHICO AREA RECREATION AND PARK DISTRICT
GENERAL FUND - FUND 2490
BALANCE SHEET
OCTOBER 2023

	OCTOBER 2023	OCTOBER 2022	Increase (Decrease)	
			\$ Change	% Change
SPENDABLE - COMMITTED				
SPENDABLE - COMMITTED - GENERAL RESERVE	2,500,000	2,600,000	(100,000)	-4%
SUBTOTAL	2,500,000	2,600,000	(100,000)	-4%
SPENDABLE - UNASSIGNED	2,272,701	1,300,774	971,927	75%
NON-SPENDABLE	26,714,067	27,479,110	(765,043)	-3%
TOTAL FUND BALANCE - GENERAL FUND	31,486,768	31,379,884	106,885	0%
NET INCOME (LOSS)				
GENERAL FUND	(2,319,865)	(1,797,030)	(522,835)	29%
TOTAL LIABILITIES AND FUND BALANCE	36,396,268	32,828,626		
TOTAL NET INCOME (LOSS)	(2,319,865)	(1,797,030)	(522,835)	29%
CURRENT YEAR NET INVESTMENT IN CAPITAL ASSETS	16,725	22,618	(5,893)	-26%
TOTAL FUND BALANCE	29,183,628	29,560,236	(376,608)	-1%

CHICO AREA RECREATION AND PARK DISTRICT
EXECUTIVE SUMMARY
GENERAL FUND - FUND 2490
OCTOBER 2023
REPRESENTS 33% OF THE YEAR

	2023-2024 BUDGET	2023-2024 YTD	2023-2024 % BUDGET	Remaining Budget	2022-2023 BUDGET	2022-2023 YTD	2022-2023 % BUDGET	DIFF. BY YEAR
REVENUE								
FEE BASED PROGRAM INCOME	4,427,500	1,658,541	37.5%	2,768,959	3,526,835	1,214,244	34.4%	444,298
OTHER INCOME	818,500	205,735	25.1%	612,765	664,865	352,847	53.1%	(147,113)
RDA PASSTHROUGH	1,600,000	6,465	0.4%	1,593,535	1,600,000	-	0.0%	6,465
INVESTMENT INCOME	100,000	109,585	109.6%	-	45,000	-	0.0%	109,585
TAX INCOME / COUNTY	5,150,000	302,162	5.9%	4,847,838	4,655,000	297,067	6.4%	5,095
TOTAL REVENUE	12,096,000	2,282,487	18.9%	9,823,097	10,491,700	1,864,158	17.8%	418,329
OPERATING EXPENDITURES								
SALARIES AND BENEFITS	8,581,325	2,823,690	32.9%	5,757,635	7,320,959	2,579,062	35.2%	244,629
SERVICES AND SUPPLIES	3,170,480	1,450,483	45.7%	1,719,997	2,829,608	1,013,195	35.8%	437,288
OPERATING TRANSFER OUT	200,000	-			267,934	-		
CONTRIB. TO OTHER AGENCIES	15,000	12,865	85.8%	2,135	15,000	9,997	66.6%	2,868
CONTINGENCIES	20,000	-	0.0%	20,000	20,000	-	0.0%	-
TOTAL OPERATING EXPENDITURES	11,986,805	4,287,039	35.8%	7,499,766	10,534,182	3,602,254	34.2%	684,785
NET REVENUE BEFORE SPEC. EXP.	109,195	(2,004,551)		2,113,746	(42,482)	(1,738,096)		(266,456)
SPECIALLY ALLOCATED ITEMS								
DEPRECIATION	-	315,314	0.0%	-	-	289,259	0.0%	26,055
FAIR MARKET VALUE ADJUSTMENT	-	-	0.0%	-	-	(230,324)	0.0%	230,324
TOTAL SPECIALLY ALLOCATED	-	315,314	0.0%	-	-	58,934	0.0%	256,380
REVENUE OVER (UNDER) EXPENDITURES	109,195	(2,319,865)			(42,482)	(1,797,030)		(522,835)

CHICO AREA RECREATION AND PARK DISTRICT
REVENUE SUMMARY
GENERAL FUND - FUND 2490
OCTOBER 2023
REPRESENTS 33% OF THE YEAR

	2023-2024 BUDGET	OCTOBER 2023	2023-2024 YTD	2023-2024 % BUDGET	Remaining Budget	2022-2023 BUDGET	2022-2023 YTD	2022-2023 % BUDGET	DIFF. BY YEAR
FEE BASED PROGRAM INCOME									
AFTER SCHOOL & CAMP PROGRAMS									
AFTERSCHOOL	2,730,000	101,022	728,867	26.7%	2,001,133	2,052,225	606,395	29.5%	122,472
CAMPS	448,000	(240)	348,468	77.8%	99,532	301,300	225,987	75.0%	122,482
RECREATION ADMIN	50,000		69,269	138.5%	-	-	-	0.0%	-
SUBTOTAL	3,228,000	100,782	1,146,604	35.5%	2,100,665	2,353,525	832,382	35.4%	244,953
AQUATICS	165,000	2,250	56,855	34.5%	108,145	160,570	40,457	25.2%	16,398
CLASSES									
GENERAL CLASSES	147,500	16,781	62,597	42.4%	84,903	147,260	53,459	36.3%	9,138
COMMUNITY BAND	2,000	-	-	0.0%	2,000	2,000	1,741	87.1%	(1,741)
YOUTH CLASSES	50,000	-	6,960	13.9%	43,040	65,000	15,928	24.5%	(8,968)
SUBTOTAL	199,500	16,781	69,557	34.9%	45,040	214,260	71,128	33.2%	(1,571)
ADULT SPORTS									
PROGRAM FEE INCOME	200,000	34,457	112,055	56.0%	87,945	232,942	89,438	38.4%	22,617
SUBTOTAL	200,000	34,457	112,055	56.0%	87,945	232,942	89,438	38.4%	22,617
NATURE CENTER									
PROGRAM FEE INCOME	325,000	13,258	163,988	50.5%	161,012	256,840	130,082	50.6%	33,906
SUBTOTAL	325,000	13,258	163,988	50.5%	161,012	510,980	130,082	25.5%	33,906
OTHER PROGRAMS									
SCHOLARSHIPS	(25,000)	(921)	(3,646)	14.6%	-	(25,000)	(3,640)	14.6%	(6)
SPECIAL EVENTS	50,000	24,861	51,937	103.9%	-	30,000	10,092	33.6%	41,845
SENIOR ADULT PROGRAMS	25,000	160	7,986	31.9%	17,014	32,500	2,843	8.7%	5,143
YOUTH SPORTS	260,000	36,225	165,260	63.6%	94,740	250,000	130,950	52.4%	34,310
SUBTOTAL	310,000	60,325	221,537	71.5%	111,754	287,500	140,194	48.8%	81,342
TOTAL FEE BASED PROGRAMS	4,427,500	227,854	1,658,541	37.5%	2,699,464	3,526,835	1,214,244	34.4%	397,645
OTHER INCOME									
FACILITY RENTAL INCOME	475,000	62,650	168,346	35.4%	306,654	444,865	166,476	37.4%	1,870
REBATES & REIMBURSED COSTS	38,500	-	1,275	3.3%	-	30,000	30,939	103.1%	(29,664)
REIMBURSEMENTS - CITY PARKS	290,000	-	-	0.0%	290,000	180,000	145,841	81.0%	(145,841)
MISCELLANEOUS	5,000	30,817	30,827	616.5%	-	-	1,724	0.0%	29,103
ENDOWMENTS	10,000	2,303	4,606	46.1%	5,394	10,000	5,597	56.0%	(990)
DONATIONS	-	0	681	0.0%	-	-	2,272	0.0%	(1,590)
TOTAL OTHER INCOME	818,500	95,771	205,735	25.1%	602,048	664,865	352,847	53.1%	(147,113)
REVENUE FROM OTHER AGENCIES									
RDA PASSTHROUGH	1,600,000	6,465	6,465	0.4%	1,593,535	1,600,000	-	0.0%	6,465
INVESTMENT INCOME	100,000	19,783	109,585	109.6%	-	45,000	-	0.0%	109,585
TAX INCOME	-	-	1,550	0.0%	-	-	-	0.0%	1,550
TOTAL REVENUE FROM OTHER AGENCIES	6,850,000	26,248	418,211	6.1%	6,442,923	6,300,000	297,067	4.7%	121,144
TOTAL REVENUE	12,096,000	349,872	2,394,542	19.8%	9,744,435	10,491,700	1,864,158	17.8%	371,677

CHICO AREA RECREATION AND PARK DISTRICT
SALARIES AND BENEFITS SUMMARY
GENERAL FUND - FUND 2490
OCTOBER 2023
REPRESENTS 33% OF THE YEAR

	2023-2024 BUDGET	OCTOBER 2023	2023-2024 YTD	2023-2024 % BUDGET	2022-2023 BUDGET	2022-2023 YTD	2022-2023 % BUDGET	DIFF. BY YEAR
SALARIES								
FULL-TIME SALARIES	3,500,000	266,808.89	1,206,635	34.5%	3,055,000	1,019,117	33.4%	187,518
PART-TIME SALARIES	3,425,000	242,922.14	1,023,513	29.9%	2,731,000	946,583	34.7%	76,931
ACCUMULATED LEAVE	40,000	-	-	0.0%	41,000	-	0.0%	-
INSTRUCTORS	10,000	-	2,231	22.3%	53,000	25,439	48.0%	(23,208)
SUBTOTAL	6,975,000	509,731.03	2,232,379	32.0%	5,880,000	1,991,139	33.9%	241,240
BENEFITS								
FICA	537,075	38,900.28	170,098	31.7%	445,000	145,190	32.6%	24,907
RETIREMENT	625,000	1,899.80	299,812	48.0%	629,000	419,980	66.8%	(120,168)
HEALTH INSURANCE	645,000	7,652.25	108,792	16.9%	565,400	120,953	21.4%	(12,162)
UNEMPLOYMENT INSURANCE	20,000	-	-	0.0%	30,000	-	0.0%	-
* WORKERS COMP INSURANCE	120,000	14,125.59	134,851	112.4%	120,000	106,963	89.1%	27,888
ALLOCATION TO OTHER FUNDS	(340,750)	(30,560.33)	(122,241)	35.9%	(348,441)	(205,164)	58.9%	82,923
SUBTOTAL	1,606,325	32,017.59	591,311	36.8%	1,440,959	587,923	40.8%	3,388
TOTAL SALARIES AND BENEFITS	8,581,325	541,748.62	2,823,690	32.9%	7,320,959	2,579,062	35.2%	244,629

* Workers Comp Insurance is paid in July for the Fiscal Year

**CHICO AREA RECREATION AND PARK DISTRICT
SERVICES AND SUPPLIES SUMMARY
GENERAL FUND - FUND 2490
OCTOBER 2023
REPRESENTS 33% OF THE YEAR**

	2023-2024 BUDGET	OCTOBER 2023	2023-2024 YTD	2023-2024 % BUDGET	Remaining Budget	2022-2023 BUDGET	2022-2023 YTD	2022-2023 % BUDGET	DIFF. BY YEAR
SERVICES AND SUPPLIES									
MARKETING	50,000	901	16,026	32.1%	33,974	44,000	9,364	21.3%	6,662
UNIFORM APPAREL	25,000	699	4,927	19.7%	20,073	8,000	2,634	32.9%	2,293
PROGRAM APPAREL	54,500		4,240	7.8%	50,260	-	5,427	0.0%	(1,188)
COMMUNICATIONS	70,000	2,177	18,710	26.7%	51,290	52,358	16,497	31.5%	2,214
* INSURANCE	340,600	-	362,966	106.6%	-	270,000	292,512	108.3%	70,454
TECHNOLOGY SOFTWARE	100,000		60,578	60.6%	39,422	105,000	27,567	26.3%	25,811
TECHNOLOGY HARDWARE	30,000	7,791	16,937	56.5%	13,063	30,000	15,117	50.4%	1,819
EQUIPMENT MAINTENANCE	50,500	9,263	23,831	47.2%	26,669	23,250	5,879	25.3%	17,952
EQUIPMENT	44,500	31,420	65,055	146.2%	-	9,200	8,156	88.7%	56,899
VEHICLE MAINTENANCE	25,000	1,633	8,883	35.5%	16,117	18,000	6,954	38.6%	1,929
STRUCTURE & GROUNDS	250,000	8,192	47,342	18.9%	202,658	190,950	77,445	40.6%	(30,103)
VANDALISM	5,000	226	1,716	34.3%	3,284	5,460	599	11.0%	1,117
SERVICES	506,000	-	175,337	34.7%	330,663	292,200	73,450	25.1%	101,887
CONTRACT SERVICES	490,880	40,044	234,845	47.8%	256,035	716,616	200,623	28.0%	34,223
LEGAL NOTICES	1,000	-	295	29.5%	705	1,000	254	25.4%	41
RECRUITMENT	20,000		7,469	37.3%	12,531	25,000	4,070	16.3%	3,400
RENT/LEASE STRUCTURES	2,000	500	1,000	50.0%	1,000	2,000	500	25.0%	500
SMALL TOOLS	25,000	1,576	7,898	31.6%	17,102	3,900	9,332	239.3%	(1,434)
PROFESSIONAL DEVELOPMENT	40,000	1,392	8,975	22.4%	31,025	28,000	12,353	44.1%	(3,378)
MISCELLANEOUS	10,000	419	2,464	24.6%	7,536	10,000	3,515	35.1%	(1,050)
SUPPLIES	340,000	19,589	107,219	31.5%	232,781	366,540	78,077	21.3%	29,142
HOSPITALITY	20,000	391	3,602	18.0%	16,398	5,000	2,299	46.0%	(907)
FUEL	60,000	7,393	28,486	47.5%	31,514	50,000	12,831	25.7%	15,656
TRANSPORTATION	4,000	-	4,313	107.8%	-	3,700	1,980	53.5%	2,333
DIST OFFICE BOARD MTG EXP	10,000	850	1,800	18.0%	8,200	10,000	1,825	18.3%	(25)
USE TAX	1,500	-	-	0.0%	1,500	1,500	-	0.0%	-
TRAVEL	10,000	-	-	0.0%	10,000	10,000	124	1.2%	(124)
SUBTOTAL	2,585,480	134,454	1,214,916	47.0%	1,413,798	2,281,674	869,385	38.1%	336,120
UTILITIES									
WATER	160,000	23,418	82,192	51.4%	77,808	151,521	30,891	20.4%	51,301
ELECTRICITY	330,000	35,832	144,615	43.8%	185,385	309,072	108,092	35.0%	36,524
GAS	75,000	806	3,685	4.9%	71,315	79,992	3,135	3.9%	551
SEWER	20,000	100	5,074	25.4%	14,926	7,349	1,822	24.8%	3,253
SUBTOTAL	585,000	60,157	235,567	40.3%	349,433	547,934	143,939	26.3%	91,629
TOTAL SERVICE & SUPPLY	3,170,480	194,611	1,450,483	45.7%	1,763,231	2,829,608	1,013,195	35.8%	427,878

* Insurance is paid in July for the Fiscal Year

**CHICO AREA RECREATION AND PARK DISTRICT
CAPITAL PROJECTS / FIXED ASSETS SUMMARY
OCTOBER 2023
REPRESENTS 33% OF THE YEAR**

	ORIGINAL 2023-2024 BUDGET	REVISED 2023-2024 BUDGET	2023-2024 YTD	Remaining Budget
CAPITAL PROJECTS				
DISTRICT WIDE - ADA Compliance Upgrades	135,000	135,000	2,062	132,938
DISTRICT WIDE - Deferred Maintenance	150,000	150,000	11,389	138,612
DISTRICT WIDE - Irrigation Smart Controller Upgrades	115,000	115,000	-	115,000
CARD CENTER - Roof & Exterior Repair/Painting	200,000	200,000	-	200,000
COMMUNITY PARK - Field House Wall Padding	27,600	27,600	-	27,600
DEGARMO PARK - Replace Soccer Goals	25,000	25,000	24,967	33
LAKESIDE - Blinds	17,250	17,250	13,178	4,072
LAKESIDE - Carpet Replacement	45,000	45,000	-	45,000
ROTARY PARK - Replace 5-12 Play Structure	155,250	155,250	-	-
AQUATICS - Design Phase	1,700,000	1,700,000	252,318	1,447,682
LAKESIDE - Permanent Projectors	23,000	23,000	-	23,000
COMMUNITY PARK - Renovate & Expand Maintenance Hub	1,300,000	1,300,000	-	1,300,000
COMMUNITY PARK - Bocce Ball Court	856,000	856,000	388,950	467,050
DFJ - Chapman Park Renovation	3,112,000	3,112,000	1,093,365	2,018,635
HOOKER OAK - Playground	192,000	192,000	807	191,193
PETERSON - Playground	198,240	198,240	9,425	188,815
CARD CENTER - ADA Upgrades - Parking Lot	112,700	112,700	-	112,700
SUBTOTAL CAPITAL PROJECTS	8,364,040	8,364,040	1,796,460	6,412,330
FIELD/PROGRAM EQUIPMENT				
DeGarmo Painter Replacement	8,050	8,050	6,786	1,264
Gator Replacement	13,500	13,500	13,261	239
Wood Chipper Replacement	85,000		60,774	-
New Standing Mower	15,000	15,000	12,521	2,479
New Gator (Wildwood)	13,500	13,500	13,261	239
Movie Equipment	19,000	19,000	18,000	1,000
SUBTOTAL FIELD/PROGRAM EQUIPMENT	154,050	69,050	124,602	5,222
VEHICLES				
New Vehicle (Roving Crew)	40,000	40,000	38,938	1,062
Vehicle Replacement (2 Trucks)	80,000	80,000	73,951	6,049
Vehicle Replacement (Utility Truck)	75,000	75,000	69,986	5,014
Trailer	15,000	15,000	11,104	3,897
SUBTOTAL VEHICLES	210,000	210,000	193,979	16,021
TOTAL CAPITAL PROJECTS/FIXED ASSETS	8,728,090	8,643,090	2,115,040	6,613,050

CAPITAL PROJECTS REIMBURSEMENT				
Prop 68 Grant	2,612,000	2,612,000	1,490,498	1,121,502
Dev. Impact Fees	3,229,000	3,229,000	641,268	2,587,732
Neighborhood Impact Fees	706,250	706,250	-	706,250
CPRS Grant	150,000	150,000	-	150,000
General Fund Unassigned Fund Balance	2,030,840	2,030,840	-	2,030,840
TOTAL CAPITAL PROJECTS REIMBURSEMENT	8,728,090	8,728,090	2,131,766	6,596,324

TOTAL EXPENSE (OVER) UNDER REIMBURSEMENTS	-	85,000	16,725	-
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CHICO AREA RECREATION AND PARK DISTRICT
PROGRAM SUMMARY 2022-2023
October 2023
Month 4 and 33% of the Year

DESCRIPTION	2023-2024 Budget	October 2023	2023-2024 YTD	2023-2024 % of Budget	Remaining Budget	2022-2023 Budget	October 2022	2022-2023 YTD	2022-2023 % of Budget	YTD Difference by Year
AFTERSCHOOL										
INCOME	2,730,000	101,022	728,867	27%	2,001,133	2,052,225	126,570	606,395	30%	122,472
PART-TIME WAGES	(1,625,000)	(145,106)	(341,403)	21%	(1,283,597)	(1,289,000)	(110,009)	(309,346)	24%	(32,056)
TECHNOLOGY SOFTWARE	-	-	(7,200)	0%	7,200	-	-	-	0%	(7,200)
PROFESSIONAL DEVELOPMENT	(3,000)	-	-	0%	(3,000)	-	-	-	0%	-
SUPPLIES	(28,000)	(1,806)	(6,684)	24%	(21,316)	(27,135)	(2,293)	(3,632)	13%	(3,052)
TRAVEL	(1,000)	-	-	0%	(1,000)	-	-	-	0%	-
TOTAL AFTERSCHOOL	1,073,000	(45,890)	373,580	35%	699,420	736,090	14,268	293,417	40%	80,163
CAMPS										
INCOME	448,000	(240)	348,468	78%	99,532	301,300	(1,013)	225,987	75%	122,482
PART-TIME WAGES	(230,000)	-	(118,247)	51%	(111,753)	(98,600)	-	(82,889)	84%	(35,357)
PROGRAM APPAREL	(10,500)	-	(3,988)	38%	(6,512)	-	-	(1,859)	0%	(2,129)
GENERAL SERVICES	(12,000)	-	(4,730)	39%	(7,270)	-	-	(1,776)	0%	(2,954)
SUPPLIES	(14,500)	-	(6,259)	43%	(8,241)	(16,650)	-	(2,917)	18%	(3,342)
TRANSPORTATION	-	-	(2,938)	0%	2,938	(2,800)	-	(1,540)	55%	(1,398)
TOTAL CAMPS	181,000	(240)	212,308	117%	(31,308)	126,834	(1,013)	92,108	73%	120,200
AQUATICS										
INCOME	165,000	6,630	56,855	34%	108,145	160,570	525	40,457	25%	16,398
PART-TIME WAGES	(140,000)	(468)	(63,640)	45%	(76,360)	(134,000)	-	(54,533)	41%	(9,107)
GENERAL SERVICES	(6,000)	-	(300)	5%	(5,700)	-	-	-	0%	(300)
CONTRACT SERVICES	-	-	-	0%	-	-	-	-	0%	-
SUPPLIES	(3,000)	-	(1,965)	65%	(1,035)	(3,500)	-	(1,073)	31%	(892)
TOTAL AQUATICS	13,000	8,352	(9,049)	-70%	22,049	23,070	525	(15,148)	-66%	6,099
CLASSES										
INCOME	199,500	16,781	69,557	35%	129,943	214,260	22,905	71,128	33%	(1,571)
PART-TIME WAGES	(10,000)	-	(2,231)	22%	(7,769)	(53,000)	(3,336)	(9,355)	18%	7,124
CONTRACT SERVICES	(160,000)	(10,567)	(128,140)	80%	(31,860)	(38,500)	(3,464)	(10,300)	27%	(117,840)
SUPPLIES	(5,000)	(21)	(286)	6%	(4,714)	(5,200)	(225)	(1,114)	21%	828
TOTAL CLASSES	24,500	6,192	(61,600)	-251%	86,100	87,560	8,090	24,920	28%	(86,520)
ADULT SPORTS										
INCOME	200,000	34,457	112,055	56%	87,945	232,942	27,048	89,438	38%	22,617
PART-TIME WAGES	(128,000)	(4,359)	(24,396)	19%	(103,604)	(160,000)	(4,182)	(22,700)	14%	(1,696)
OFFICIALS	-	(10,559)	(41,800)	0%	41,800	-	(10,732)	(35,508)	0%	(6,292)
SUPPLIES	(10,000)	(120)	(2,439)	24%	(7,561)	(25,650)	(609)	(5,913)	23%	3,474
TOTAL ADULT SPORTS	47,000	19,134	37,971	81%	9,029	47,292	11,525	25,316	54%	12,654
YOUTH SPORTS										
INCOME	260,000	36,225	165,260	64%	94,740	250,000	28,086	130,950	52%	34,310
PART-TIME WAGES	(160,000)	(13,583)	(74,783)	47%	(85,217)	(149,000)	(9,110)	(60,669)	41%	(14,114)
GENERAL SERVICES	-	-	(4,217)	0%	4,217	-	-	-	0%	(4,217)

CHICO AREA RECREATION AND PARK DISTRICT
PROGRAM SUMMARY 2022-2023
October 2023
Month 4 and 33% of the Year

DESCRIPTION	2023-2024		2023-2024		Remaining Budget	2022-2023		2022-2023		YTD Difference by Year
	Budget	October 2023	YTD	% of Budget		Budget	October 2022	YTD	% of Budget	
SUPPLIES	(17,000)	(841)	(4,753)	28%	(12,247)	(32,950)	(2,519)	(5,095)	15%	342
TOTAL YOUTH SPORTS	68,000	20,826	78,456	115%	(10,456)	68,050	16,457	65,186	96%	13,270
SENIOR PROGRAMS										
INCOME	25,000	160	7,986	32%	17,014	32,500	514	2,843	9%	5,143
GENERAL SERVICES	-	(1,655)	(1,865)	0%	1,865	-	(2,716)	(2,716)	0%	851
TOTAL SENIOR PROGRAMS	25,000	(2,395)	5,221	21%	19,779	16,450	(2,202)	(45)	0%	5,266
SPECIAL EVENTS										
INCOME	50,000	(2,955)	485	1%	49,515	30,000	6,049	6,049	20%	(5,564)
DONATIONS	-	-	6,195	0%	(6,195)	-	-	-	0%	6,195
EVENT TICKETS	-	26,041	5,941	0%	(5,941)	-	-	-	0%	5,941
SPONSORSHIP	-	1,500	33,000	0%	(33,000)	-	-	-	0%	33,000
SILENT AUCTION	-	715	12,991	0%	(12,991)	-	380	762	0%	12,229
MARKETING	-	-	(1,440)	0%	1,440	-	-	(544)	0%	(896)
GENERAL SERVICES	-	(10,562)	(42,850)	0%	42,850	-	(202)	(2,816)	0%	(40,034)
SUPPLIES	-	(1,251)	(17,771)	0%	17,771	(16,000)	(826)	(2,871)	18%	(14,900)
TOTAL SPECIAL EVENTS	50,000	13,487	(3,449)	-7%	53,449	10,000	5,420	580	6%	(4,028)
NATURE CENTER										
INCOME	325,000	13,333	157,688	49%	167,312	256,840	14,987	130,082	51%	27,606
DONATIONS	-	-	201	0%	(201)	-	15	59	0%	142
ENDOWMENTS	10,000	2,303	4,606	46%	5,394	10,000	2,798	5,597	56%	(990)
PART-TIME WAGES	(180,000)	(8,049)	(83,046)	46%	(96,954)	(193,800)	(9,102)	(66,766)	34%	(16,280)
PROGRAM APPAREL	(6,000)	-	(252)	4%	(5,748)	-	-	(3,568)	0%	3,316
GENERAL SERVICES	-	-	(340)	0%	340	-	-	(255)	0%	(85)
PROFESSIONAL DEVELOPMENT	(500)	-	-	0%	(500)	-	-	-	0%	-
SUPPLIES	(25,000)	(954)	(7,133)	29%	(17,867)	(18,215)	(1,210)	(7,440)	41%	307
TRANSPORTATION	-	-	(1,375)	0%	1,375	(900)	-	(440)	49%	(935)
TOTAL NATURE CENTER	123,500	6,633	70,350	57%	53,150	51,605	7,488	54,494	106%	15,856
FACILITY RENTAL										
INCOME	475,000	62,650	168,346	35%	306,654	444,865	54,153	166,476	37%	1,870
PART-TIME WAGES	(80,000)	(7,186)	(25,245)	32%	(54,755)	(70,000)	(7,762)	(25,542)	36%	297
MARKETING	-	-	(499)	0%	499	-	-	(973)	0%	474
PROGRAM APPAREL	(5,000)	-	-	0%	(5,000)	-	-	-	0%	-
GENERAL SERVICES	(2,000)	-	-	0%	(2,000)	-	-	-	0%	-
SMALL TOOLS	-	-	(497)	0%	497	-	-	-	0%	(497)
SUPPLIES	(6,000)	-	(285)	5%	(5,715)	(7,500)	1,475	1,123	-15%	(1,409)
TOTAL FACILITY RENTAL	382,000	55,464	141,819	37%	240,182	367,365	47,865	141,083	38%	735
RECREATION - MISC. & ADMIN										
INCOME	25,000	7,289	66,102	264%	(41,102)	(10,000)	(127)	(2,879)	29%	68,981
FULL-TIME WAGES	-	(48,566)	(233,731)	0%	233,731	(761,000)	(49,479)	(213,002)	28%	(20,729)

CHICO AREA RECREATION AND PARK DISTRICT
PROGRAM SUMMARY 2022-2023
October 2023
Month 4 and 33% of the Year

DESCRIPTION	2023-2024		2023-2024		Remaining Budget	2022-2023		2022-2023		YTD Difference by Year
	Budget	October 2023	YTD	% of Budget		Budget	October 2022	YTD	% of Budget	
PART-TIME WAGES	(256,000)	(14,034)	(68,173)	27%	(187,827)	(58,000)	(4,885)	(29,342)	51%	(38,831)
EQUIPMENT	-	(28,627)	(29,363)	0%	29,363	-	-	-	0%	(29,363)
SUPPLIES	-	-	(93)	0%	93	(5,000)	-	-	0%	(93)
TOTAL RECREATION - MISC. & ADMIN	(231,000)	(83,937)	(265,257)	115%	34,257	(844,000)	(54,491)	(245,223)	29%	(20,034)
TOTAL PROGRAM SUMMARY	1,756,000	(2,373)	580,349	33%	1,175,651	690,316	53,934	436,687	63%	143,661

STAFF REPORT

DATE: December 14, 2023
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: Updated Policies

BACKGROUND

In October 2023, Senate Bill 616 was passed which updates paid sick days accrual and use. The attached policy reflects that the entitlement for sick days for Part-Time Employees is now 40 hours a year, an increase from 24 hours a year.

Additionally, District Staff are requesting the following policies be retired:

- *Professional Attitude and Conduct Policy*
 - Expectations regarding conduct/attitude are covered in a variety of other policies throughout the Employee Handbook.
- *Post-Offer, Pre-employment Drug Testing Policy*
 - No longer drug testing applicants.

**POLICY # 3460** Sick Leave Policy

EFFECTIVE DATE	1/1/2024	VERSION # 2
DATE OF LAST REVISION	12/4/2023	NEXT REVIEW DATE 1/1/2026

APPLIES TO

Division	Districtwide
Sub-Division	Human Resources

VERSION	REVISION DATE	DESCRIPTION OF CHANGE/SUPERSEDE	AUTHOR
1	07/01/2010	Board Approved Employee Handbook	General Manager
2	11/27/2023	Change to sick leave hours per SB 616	Michelle Niven

RATIONALE

The Chico Area Recreation and Park District (CARD) will provide paid sick leave to employees in accordance with the Healthy Workplaces/Healthy Families Act of 2014. This document establishes the Employee Paid Sick Leave benefit CARD shall adhere to in accordance with California Labor Code section 245 et seq.

TERMS AND DEFINITIONS

TERM	DEFINITION
Part-Time	Seasonal and temporary employees working 25 hours or less per week; not to exceed 1000 hours in a fiscal year.
Extended Part-Time	Year-round employees working 28 hours per week; not to exceed 1560 in the calendar year. For these employees, sick leave protocols are the same at Part-Time employees.
Full-Time	Year-round employees working 40 hours per week.

PROCEDURE

Sick Leave is to be used for:

- Diagnosis, care, or treatment of an existing health condition of the employee, family member or "designated person". "Designated Person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may designate one person per 12-month period.
- Preventative care (physicals, flu shots, etc.) of the employee or a family member.

Sick Leave Policy

- An employee who is a victim of domestic violence, sexual assault, or stalking, to obtain relief including medical attention and psychological counseling. You may be asked to provide certification for the absence.

For purposes of paid sick leave, a covered family member includes the employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, or sibling.

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A "parent" is defined as a biological, foster or adoptive parent; a step-parent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.

Full-Time Employees:

Accrual Rate

Regular Full-Time employees accrue 96 hours of sick leave each year. There is no limit on the maximum amount of sick leave employees may accumulate. Unused sick leave may be accumulated and carried forward into each ensuing calendar year.

Pay for Unused Sick Limited

Upon termination (unless termination was for cause) or retirement **and** after five (5) years of continuous service as an employee, an employee who has accrued more than 100 hours of sick leave may be compensated only for hours in excess of 100 hours and not to exceed 260 compensable hours to be paid out at the employee's current hourly rate at the time of termination or retirement. This cash compensation would be in lieu of opting to use these compensable hours in exchange for credit towards retirement credits under CalPERS.

Part-Time Employees:

Lump Sum Method for Sick Leave

Part-time employees will be provided with paid sick leave in accordance with the Healthy Workplaces, Healthy Families Act, as further detailed in this section. Part-time employees will receive paid sick leave through the "Lump-Sum Method". All part-time employees will receive a lump sum amount of forty (40) hours of sick leave at the beginning of each year of employment. The "year" for purposes of sick leave hours is the period of 12 months beginning with the month/day of the employee's date of hire or rehire. At the beginning of the new employment year, any unused balance remaining from the prior year will **not** be carried over into the new year. Employee accrual balances will be reflected on paycheck stubs.

Paid sick leave has no cash value, and part time sick leave hours are not paid out upon separation of employment. Employees may **not** receive sick leave hours greater than the number of hours the employee was scheduled to work.

Sick Leave Policy

Usage

Eligible part-time employees may use available sick leave hours beginning on the 90th day of employment. Part time employees who are *rehired* will be granted 40 hours of part time sick leave at the time of rehire and will need to work for 90 days upon the date of rehire to be eligible to use sick leave hours. However, if an employee is rehired less than 12 months after being released from the District, their ending sick leave balance will remain intact and they will be eligible to use those remaining hours immediately.

All Employees (fulltime and parttime):

Request for Sick Leave

The employee must make an oral and electronic request via the District's payroll system to use paid sick leave for a qualifying reason. If the need for leave is foreseeable, the employee must provide reasonable notice. If the need for leave is unforeseeable, the employee must provide notice as soon as practical which is preferably two hours prior to the start of a shift. All medical appointments should be scheduled either as early or as late as possible in the employee's shift or on a scheduled day off.

Sick leave is not to be used during vacation or holidays unless specifically allowed herein. Employees cannot be discriminated or retaliated against for requesting or using available paid sick leave.

Medical Certification

The District reserves the right, in all cases, to require an employee seeking to take or returning from a sick leave absence to submit written certification of illness or injury from a licensed medical doctor for absences more than three (3) consecutive days. Except when prohibited by law, employees are required to exhaust all accrued and unused sick leave before taking unpaid leave for medical reasons or having unpaid absences for medical reasons.

Sick Leave Policy

Authority: Senate Bill 616; Healthy Workplaces/Healthy Families Act of 2014; California Labor Code section 245 et seq

Author (print and sign)

Date

Annabel Grimm
General Manager

Date

Approved by the Board of Directors on: _____

STAFF REPORT

DATE: December 14, 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.

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

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 Board approve the acquisition of the Observatory if the City approves the transfer.

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.

22. REMEDIES UPON DEFAULT

Upon default by Lessee of any of the covenants and conditions of this Lease the rights of City shall be as follows:

- (a) City, without any further notice to Lessee, shall have the right to perform those acts in respect to which Lessee is in default, and Lessee shall thereafter promptly reimburse City for any costs incurred by City in connection therewith together with interest thereon at the legal rate.
- (b) City, immediately upon serving notice thereof on Lessee, shall also have the right to terminate this Lease and any and all interest of Lessee in and to the leased premises including all improvements thereon and facilities appurtenant thereto by legal proceedings or otherwise.

All rights and remedies contained herein shall be construed and held to be cumulative and not one of them shall be exclusive of the other and City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided for by law whether or not stated in this Lease.

23. WAIVER OF DEFAULT

Any waiver by City of a default of this lease arising out of the breach of any of the covenants, conditions, or restrictions of this lease shall not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this lease.

24. RIGHT OF ENTRY

Lessee shall permit City and any agent or employee of City to enter in and upon the leased premises at all reasonable times for the purpose of inspecting same, or for the purpose of posting notices of nonresponsibility for alteration, additions, or repairs, without any liability to Lessee for any loss of occupation or quiet enjoyment of the leased premises thereby occasioned.

25. NOTICES

All notices or demands to be given, made, or sent, or which may be given, made, or sent by one party to the other pursuant to this Lease shall be deemed to have been given, made, or sent when deposited in the U.S. mail, registered and postage prepaid, addressed as follows:

To City: City Manager
City of Chico
P. O. Box 3420
Chico, California 95927-03420

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*



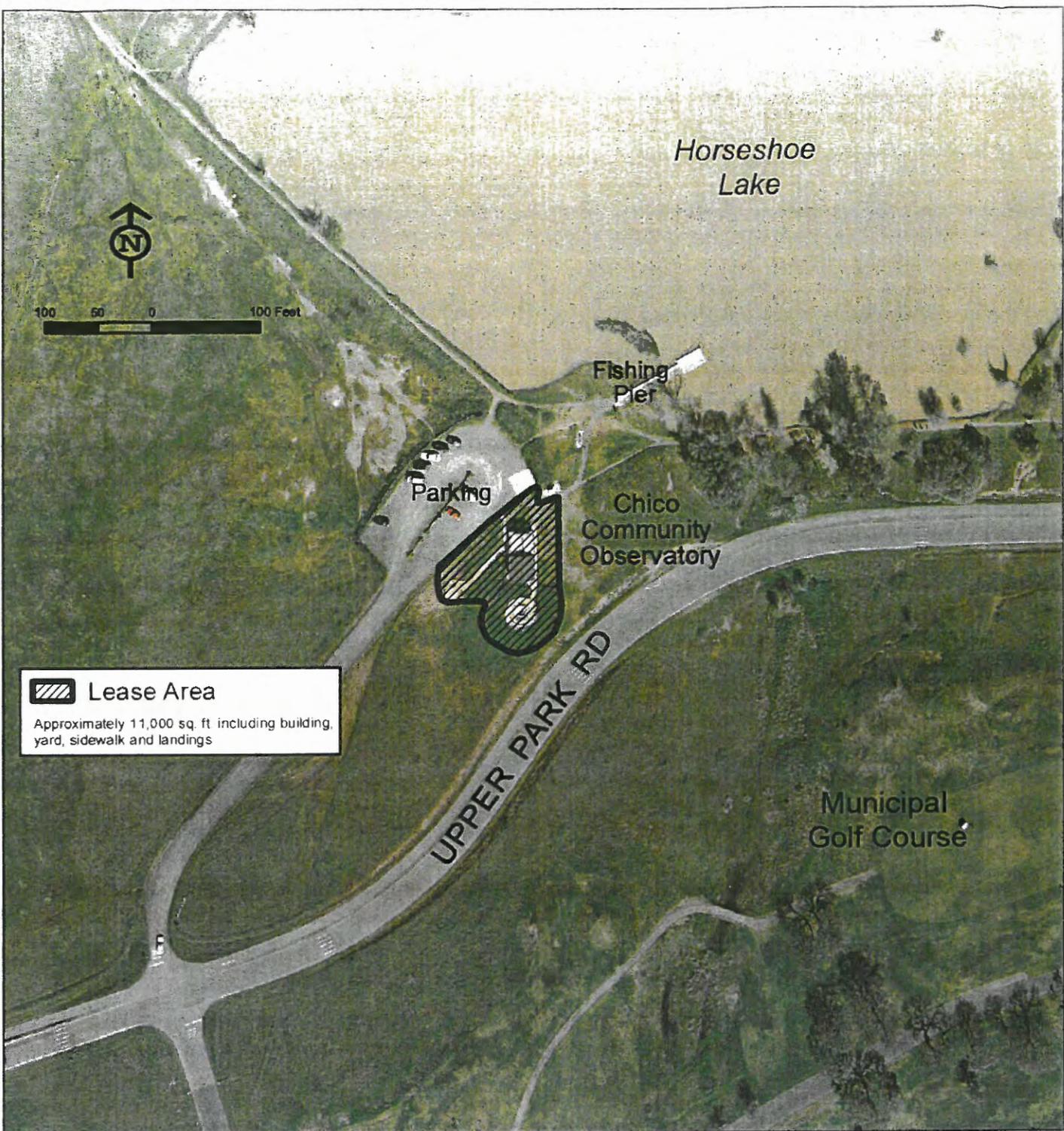
Kris Koenig, President

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

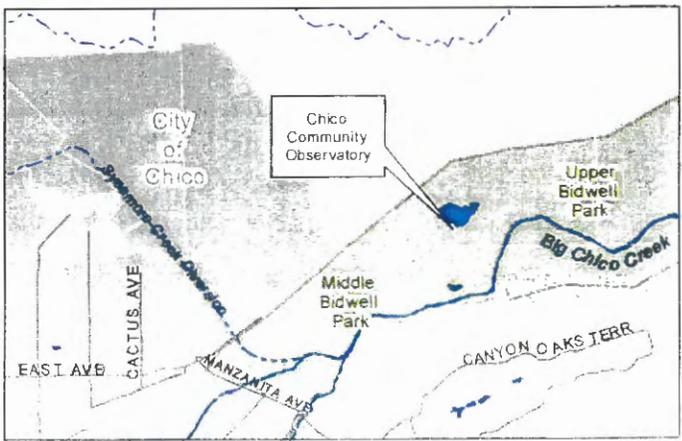


EXHIBIT "A"

"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.

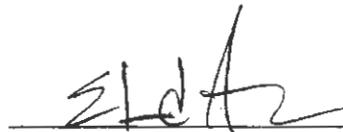
6. Documentation

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.

STAFF REPORT

DATE: December 15, 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.

BCYSF 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.

The Facilities Committee recommends that the Board that the District take action to move forward with Phase One of the DeGarmo Golf Project.

RECOMMENDATION

The Board approve moving forward with the Golf Facility beginning with Phase One.

STAFF REPORT

DATE: December 14, 2023
TO: Board of Directors
FROM: Angela Carpenter, Finance Manager
SUBJECT: Opening Beneficiary IRA Account

BACKGROUND

The Chico Creek Nature Center was named as a beneficiary of a Traditional IRA by Betty Rowland, who passed away in July. Fidelity requires that we open a Beneficiary IRA in the name of the Chico Creek Nature Center.

RECOMMENDATION

The Board of Directors approve Resolution 23-022 to open the required Fidelity account.



CARD
Chico Area Recreation & Park District

**RESOLUTION 23-022 OF THE BOARD OF DIRECTORS OF THE
CHICO AREA RECREATION AND PARK DISTRICT
OPENING A BENEFICIARY IRA ACCOUNT**

WHEREAS, the Chico Creek Nature Center was named as a beneficiary of a Traditional IRA by Betty Rowland, who passed away in July,

WHEREAS, Fidelity requires that we open a Beneficiary IRA in the name of the Chico Creek Nature Center.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of CARD hereby approve the opening of the Beneficiary IRA Account.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Chico Area Recreation and Park District on the **14TH day of December 2023** by the following vote:

Ayes:

Noes:

Abstain:

Absent:

ATTEST:

Michael McGinnis, Chair
Board of Directors

Holli Drobny
Clerk of the Board of Directors

STAFF REPORT

DATE: December 14, 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 Board approve 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: _____

**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
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To CARD:	Chico Area Recreation and Park District General Manager 545 Vallombrosa Ave Chico, CA 95926
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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:

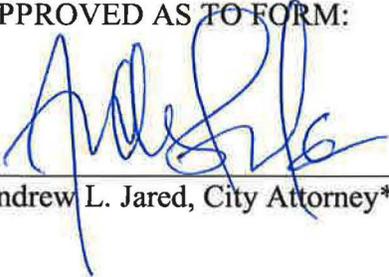


By: Ann Willmann, General Manager

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*

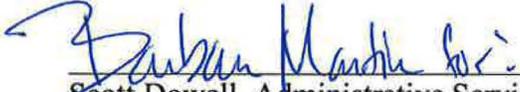
APPROVED AS TO CONTENT:



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

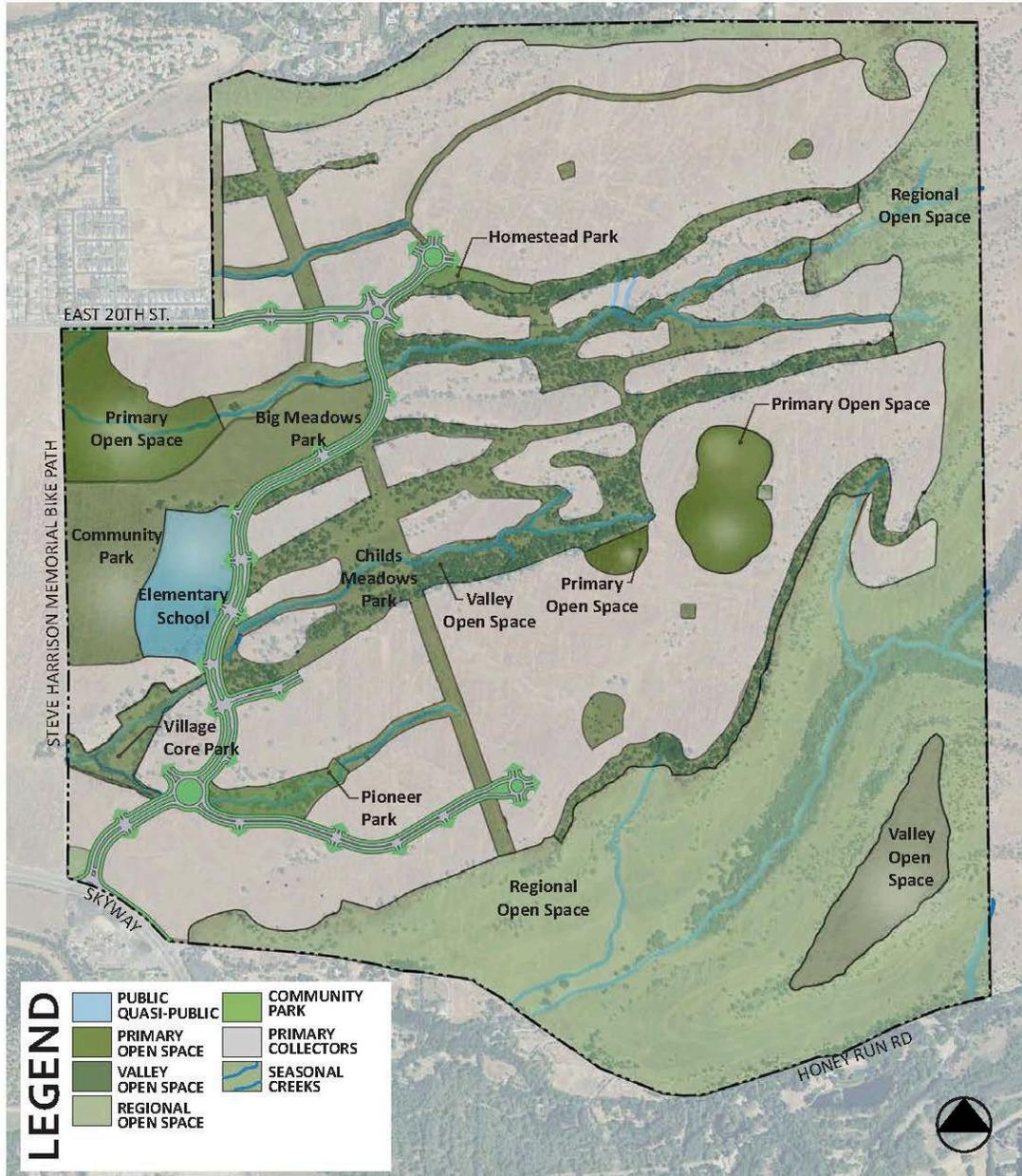


Figure 4-11: Special Purpose Land Use Areas

EXHIBIT C

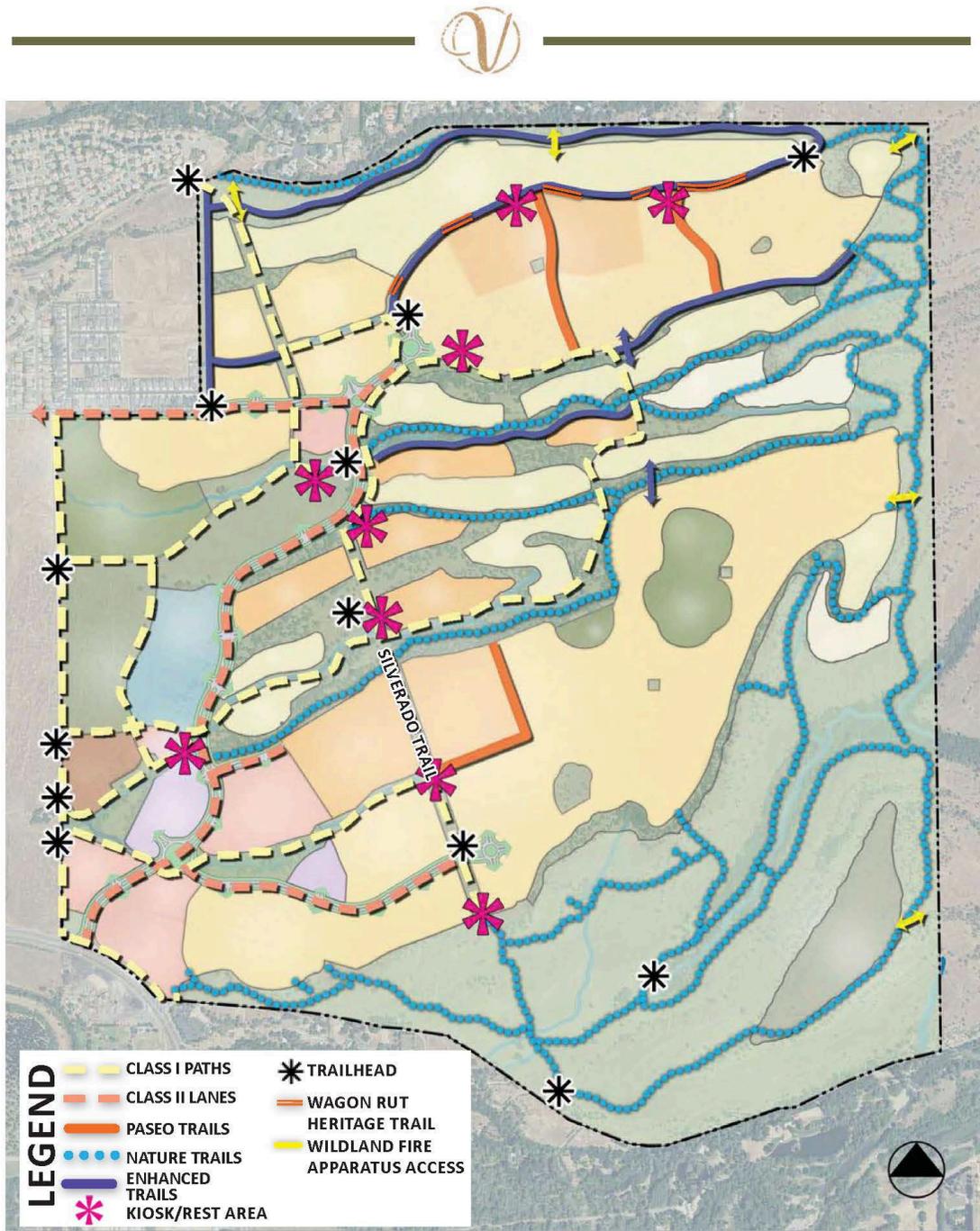


Figure 5-2: Trail Master Plan

Valley's Edge Specific Plan | August 2022

CIRCULATION & TRAILS | 5-7

STAFF REPORT

DATE: December 14, 2023
TO: Board of Directors
FROM: Anjie Goulding, Director of Recreation
SUBJECT: Recreation Update – December

Youth Sports

We have over 420 enthusiastic participants registered for our upcoming “Season II” of the basketball season (Season I ran October-December). All staff and players are abuzz with anticipation, energy, and sportsmanship- ready to kick off the new season in January. What’s even more inspiring, is the heartwarming commitment of over 40 dedicated volunteers who have stepped up to coach our elementary teams- fostering not just basketball skills but invaluable life lessons.

The excitement doesn’t stop there- we’ve also introduced our ShortE and Little winter programs starting in January- captivating the hearts of over 65 toddlers who are taking their first playful steps into the world of sports. We are excited to continue creating better athletes, but more importantly, better people through youth sports and spreading a lifelong “love of the game” to each participant in our Youth Sports programs.

Adult Sports

Winter Adult Basketball and Volleyball leagues have kicked off. We are also getting creative with outdoor winter sports programming and going to offer our Winter Softball and Soccer leagues at Community Park, while we work to improve fields at our other parks. Winter Adult Soccer and Softball leagues are set to begin January 15, 2023, with a condensed, 6-week regular season. This will be the first time offering a winter Soccer League and we are excited! We hope the community is as excited as we are about the new programming, and we sure hope the weather cooperates too.

Winter Season Team Projections:

Softball- 16 | Soccer- 16 | Indoor Basketball- 16 | Volleyball- 27

Nature Center

Nature Center is buzzing while our staff continues to work on caring for all the animals in the Living Animal Museum and continuing to add new animals, like the 4 Foothill Yellow-legged Frogs and 7 Californian Red-legged Frogs we just added in collaboration with the San Francisco Zoo. Make sure you come to check us out, we have expanded our Living Animal Museum hours from

9 hours to 20 hours a week! We are open Friday and Monday, 10am-1pm and Saturday and Sunday 10am - 3pm!

Nature School, Nature ABC's, and Nature Center After School Program are all doing great and gearing up for Winter break.

After School Program

We are wrapping up a great semester and planning for the Spring 2024 semester. We are losing about 15% of our ASP team for the Spring, so interviewing and hiring new Rec Leaders has been keeping the team busy. Working on coverage for the end of the semester since Chico State finishes on Dec 15, but Chico Unified goes until Dec 22 and many staff leave town for the holiday break.

Inclusion

Our Inclusion team continues to work hard to find ways we can expand programming to serve our community. Our first inclusion-specific program, Thanksgiving Appetizers, was a hit and we are so excited to have more coming in the New Year! Starting in January we will have monthly offerings leading into Summer. We look forward to continuing to grow in this program area, keep an eye out for information on Superstars, an inclusive prom coming April 27th!

Ice Rink

The Ice Rink is keeping us busy! The staff are doing great, they love having everyone come visit the rink and are really enjoying themselves. Don't forget to sign up for a skate lesson with our Ice-Skating instructor before it's too late!

Sales Through December 6th		Upcoming Bookings	
<i>All-Ages Tickets</i>	4901	<i>All-Ages Tickets</i>	158
<i>Skate Helper Add-on</i>	737	<i>Skate Helper Add-on</i>	5
<i>Cabana Rentals</i>	28	<i>Cabana Rental</i>	13
<i>Rink Party Rentals</i>	12	<i>Rink Party Rentals</i>	4
<i>Season Pass</i>	3		
<i>Private Ice-Skating Lesson</i>	4		
<i>Group Ice-Skating Lesson</i>	6		

Don't miss our calendar of events online, it includes Inclusion Nights on Tuesdays, Themed Thursdays, and all our special events and local music! We also have gift certificates available for this holiday and cute branded beanies for a fun stocking stuffer!

Classes and Camps

Staff are gearing up for all the fun winter activities for Wintertime Delight Camp and other school break camps. Fall and winter classes continue growing as we add more programs and bring in new participants. This season is busy as we update instructor contracts for the upcoming calendar year and get programs ready for registration to open soon.

STAFF REPORT

DATE: December 14, 2023
TO: Board of Directors
FROM: Scott Schumann, Director of Parks and Facilities
SUBJECT: Parks and Facilities Update - December

Capital Project Updates:

Bocce

Project is complete. Community usage of the courts was common during the warmer evenings of November; usage has slowed with the cooler, rainier weather in December.

Peterson Park

Play structure replacement and improvement is complete with passed final inspections. New installation includes large shade sail, benches, and additional play elements. Community feedback has been very positive.

Hooker Oak Park

Play structure replacement and improvement is complete with passed final inspections. New installation includes small shade, an ADA ramp, additional swings, and nature-themed climbing elements (i.e., frog, tree trunks, and waterfall ramp). Community feedback has been very positive.

CARD Center ADA Parking Lot Improvements

ADA improvements at the CARD Center parking lot are complete with a slurry seal and line painting scheduled for the warmer spring temperatures.

CARD Center Office Enclosure

Office enclosure project is complete with the Events and Marketing team now comfortably situated.

Chapman Park Renovation

Completion in mid/late December. Minor delay in completion due to instabilities beneath the parking lot requiring additional stabilization. Remaining tasks include County Inspection of splash facility, irrigation, installation of fruit trees. Staff are currently receiving training on splash pad operation, maintenance, and winterization. Staff have secured a donation for the creation and installation of a mosaic on the mechanical room to supplement a larger wall mosaic on the structure to be designed with local elementary students.

Community Park Maintenance Hub

The RFP is nearing completion for this project to go to bid in January with anticipated construction beginning Spring 2024. Sewer repairs in advance of the project are complete.

Softball Field Repairs

A formal update was provided to the Facility Committee on repairs to infield lips at Hooker Oak and Rex Murphy fields, addition and leveling of Sycamore field, and planned irrigation improvements to Wildwood fields.

Ice Rink Operations/Maintenance

Park staff have supported operations of the Ice Rink including set up, shed improvements, facilitating electrical access and upgrades, coordination of security, and minor repairs to rink boards.

Volunteer Projects

Park staff facilitated a 4H Youth Pollinator Ambassador garden planting project at Oak Way park. This project was led by 2 youth with the support of staff to clear, grade, and stub up irrigation in addition to lending landscape expertise and labor on the project day. The result was a horseshoe shaped decomposed granite path with over 35 plantings of pollinator-friendly species along the existing pathway.

Training and Risk Management

Park Staff completed several trainings since last meeting including Blood Borne Pathogen training and formative tree pruning. These opportunities serve the purpose of improving staff safety, skill development and collaborative workdays to build relationships across crews.

Hooker Oak Creek Bank

Staff met onsite at Hooker Oak with City of Chico Staff to discuss the urgency of the Chico Creek bank erosion impacting the well, trail, and basketball court. City of Chico staff will take forward the issue with the associated public agencies to seek approval to proceed with emergency repairs to the bank.

Park Signage and Dog Leash Updates

Staff have sourced economic options for signage production to communicate new rules and off leash opportunities. Installation of new signage will occur in January/February 2024.

Deferred Maintenance

The Project Crew has completed several projects:

- Plaza Ice Rink set up and repairs
- LED lighting at PV Pool
- Ramp installation at the Chapman Garden
- Lakeside door replacement
- Desk/office improvements in new office enclosure
- Planned future projects include:
 - o PV Center Dry Rot, fascia, and heater replacement
 - o Nature Center Animal Enclosures
 - o Lakeside Storage replacement and expansion
 - o CARD Center Break Room Renovation

STAFF REPORT

DATE: December 14, 2023
TO: Board of Directors
FROM: Annabel Grimm
SUBJECT: General Manager Update - December

Input Sessions

Aquatics Facility: November 1, 2023, at 5:30PM at Shasta Elementary School with 30 attendees.
November 2, 2023, at 5:30PM at Chico Masonic Lodge with over 100 attendees.

Collaborative Initiatives

Following the initial Economy 2030 meeting regarding Butte County's economic trends and forecasts and Quality of Life work group was formed. The first meeting was on November 9 with various members from both the public and private sectors. A series of meetings have been scheduled to identify and address quality of life challenges in Butte County.

I was invited to join a nonprofit leadership association focused on professional development, problem-solving, and collaboration among CEOs of NPOs. I attended the first meeting on November 29.

Other Initiatives

The implementation of the new financial software is moving ahead and is scheduled to go live on December 11. The next module to be implemented is Budget, followed by HR.

Significant efforts have gone into grant application in November and December. With the support services of Morrison and Company, the Rec Division will submit a 3-year programming proposal to receive \$700K per year.

Notable Meetings

- EBC & Chico Tourism Committee: The Committee met on November 2 to discuss the progress of the Travel Chico and Explore Butte County initiatives.
- DCBA Board presentation on current CARD projects and initiatives on November 7.
- Meeting with the General Manager of Skyway Golf Park on November 9.
- November 9 public grand opening of new Bocce complex.
- NPO leadership association meeting on November 29.
- December 6 Facilities Committee.
- EBC & Chico Tourism Committee meeting on December 7.
-

Park Utilization Data

The District has implemented a feedback survey to collect community feedback on Community and Neighborhood parks. Twenty-one (21) surveys were collected during the first quarter of FY 2023/2024 (7/1/2023-9/30/2023) with the following topic distribution:

<i>All Parks</i>	1
<i>Baroni Park</i>	1
<i>Chapman</i>	1
<i>Community Park</i>	2
<i>DeGarmo</i>	2
<i>Hancock</i>	1
<i>Hartley</i>	2
<i>Henshaw Park</i>	1
<i>Hooker Oak</i>	4
<i>Husa Ranch</i>	1
<i>Ice Rink</i>	1
<i>Oak Way Park</i>	2
<i>One Mile Area</i>	1
<i>Rotary Centennial Park</i>	1
Total	21

- The average score for the condition of the play equipment is 3.6 out 5.
- The average score for cleanliness of the park is 3.4 out 5.
- The average score for how safe the park feels is 3.6 out 5.
- The average score for how likely you are to recommend to a friend is 7.0 out of 10

Anecdotal comments have been valuable and have allowed park staff to address various issues. Most prevalent issues reported were:

- Park safety at Community Park
- One strong opponent of the Ice Rink
- Concerns over the off-leash rules (various sites)
- Enjoyment of the new basketball courts
- Thanking CARD employees for hard work and their positive interactions

Special Events

Ice Rink Special Events have been a huge hit, starting with Christmas Preview where CARD delivered live music, concessions, and Disney princesses to provide face painting and charm. We continue to host themed Thursday nights, including Ugly Sweater Night, Ho-Ho-Ho Down, Taylor Swift night and many more. CARD recently partnered with Chico Police Department for their annual Toy Drive at the Rink on December 8th. Upcoming, we have Silent Disco Night at the Rink on December 16th.

Brunch with Santa was held on December 9th and was sold out, as usual. New additions to the event included a scavenger hunt, floral arrangements, and elevated crafts. The CARD Center transformed into a Winter Wonderland and brought festive cheer to all who attended. We also intentionally created a Calm and Cozy session for our Inclusion participants which was well received.

News Stories

Chico ER - Saturday Rose show, slow down and smell them

Action News - Downtown Chico ice rink s getting ready to open

Chico ER - Players say new Chico bocce complex one of the best they've seen

The Orion - A look at Downtown Chico's holiday festivities

Action News - Chico ice skating rink is open for the season

KRCR - Chico kicks off ice skating rink with opening event and themed nights

Chico ER - Chico Police Department prepares for toy drive

KRCR - Peterson Park in Chico unveils new, advanced play area for children

Action News Now - Humboldt Avenue Skate Park in Chico reopens after graffiti clean up

Action News Now - CARD secures \$6 million grant to help develop Aquatics & Recreation

KRCR – Santa Claus is coming to Chico: send your letters to Santa!

Contracts over \$20,000

None