CARD
Chico Area Recreation & Park District

**October 22, 2026**
(530) 895-4711 • 545 Vallombrosa Ave
chicorec.gov • Chico, CA 95926

# BOARD OF DIRECTORS REGULAR MEETING

**Thursday, October 22, 2026 – 4:00 P.M.**

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

Documents produced and distributed less than 72 hours prior to or during an open session will be made available for public inspection at the meeting.

This agenda was posted prior to 4:00 PM Monday, October 15, 2026

**BOARD MEMBERS**
Michael McGinnis, Chair
Christopher Norden, Vice Chair
Dave Donnan
Tom Lando
Jason Roye

**DISTRICT STAFF**
Annabel Grimm, General Manager
Scott Schumann, Assistant General Manager
Holli Drobny, Administrative Director
Erin Morrissey, Recreation Director

**LEGAL COUNSEL**
Jackson Glick, Sac Valley Law

## AGENDA

**Zoom Meeting Information:**
https://card.zoom.us/j/81607636750?pwd=R1NNUkZPYi9ySGNsNVQ3OXh0U1hoZz09
Meeting ID: 816 0763 6750
Passcode: 156857

## 1. CALL TO ORDER

1.1. Roll Call

## 2. PUBLIC COMMENTS

*Members of the public may address the Board of Directors on any matter not listed on the Agenda and within the District's authority. Comments are limited to three minutes or as determined by the Chairman of the Board based on the number of speakers. The Board cannot act on requests made under this section of the agenda.*

## 3. CONSENT AGENDA

3.1. **MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS ON SEPTEMBER 15, 2026** – *Action Requested: Approve meeting minutes.*

3.2. **MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS ON SEPTEMBER 24, 2026** – *Action Requested: Approve meeting minutes.*

3.3. **SEPTEMBER MONTHLY FINANCIAL REPORT** (Staff Report FI-26-25) – *Action Requested: Approve the monthly financials.*

## 4. REGULAR AGENDA

4.1. **UPDATED POLICIES** (Staff Report 26-62) – *Action Requested: Board of Directors approve the updated policies.*

District Staff have updated the following policies as part of the District's ongoing policy maintenance process to ensure compliance with current operations.

- Policy 2165- Procurement of Contractors and Consultants

4.2. Items Removed from the Consent Agenda

## 5. NEW BUSINESS

5.1. **CONSULTING SERVICES FOR MASTER PLAN AND NEXUS STUDY** (Staff Report 26-63) – *Action Requested: Approve a contract with Confluence Inc. for consulting services for the District's Master Plan and Nexus Study in an amount not to exceed $65,000, approve a budget amendment of $65,000 from General Fund reserves, and authorize General Manager to execute all necessary documents to proceed with the project.*

The District requires a consultant to assist with revisions to the Master Plan using the criteria needed for the Nexus Study. The Master Plan will guide how the District plans for parks, facilities, and recreation programs over the coming years, using community input and growth projections across the service area.

5.2. **CONCESSION VENDOR CONTRACTS – RAMBLE WEST** (Staff Report 26-64) – *Action Requested: Approve concession lease agreement with Ramble West for the Chico Bike Park and authorize the General Manager to execute all necessary documents to proceed with the agreement.*

The District is looking for concession partners to offer food and beverage service at the Bike Park, which is expected to open in early 2027. Staff will present the recommended vendor and the proposed agreement terms, including revenue share, contract length, and operating responsibilities.

5.3. **CONCESSION VENDOR CONTRACTS – LOVEBIRD COFFEE** (Staff Report 26-65) – *Action Requested: Approve concession agreement with Lovebird Coffee for the Chico Bike Park and authorize the General Manager to execute all necessary documents to proceed with the agreement.*

The District is looking for concession partners to offer food and beverage service at the Bike Park, which is expected to open in early 2027. Staff will present the recommended vendor and the proposed agreement terms, including revenue share, contract length, and operating responsibilities.

5.4. **PHASED DEVELOPMENT OF HENSHAW NEIGHBORHOOD PARK** (Staff Report 26-66) – *Action Requested: Information provided/possible action.*

The Board will review and discuss options for building Henshaw Park in phases or in its entirety. The discussion may cover how phasing could affect timelines, funding, and community access to new park space.

5.5. **DISTRICT REGISTRATION PLATFORM UPDATE** (Staff Report 26-67) – *Action Requested: Information provided/possible action.*

District staff will provide an update on the implementation and function of the District's registration software.

5.6. **APPROVE RIGHT-OF-WAY OFFER FROM THE CITY OF CHICO – 2027 ROAD REHABILITATION PROJECT AT PLEASANT VALLEY RECREATION CENTER** (Staff Report 26-68) – *Action Requested: Accept the City of Chico's offer of $600 for a partial fee acquisition and temporary construction easement at 2320 North Avenue (APN 015-300-001) and authorize the General Manager to execute the Right of Way Contract and deed, and any additional necessary documents to proceed with the project.*

The City of Chico's 2027 Road Rehabilitation Project will improve North, Floral, and Mariposa Avenues between Manzanita Avenue and East Avenue. The work includes pavement reconstruction, ADA curb ramp upgrades, drainage and sewer improvements, and new signage and striping.

5.7. **HOOKER OAK COMMUNITY PARK SOFTBALL FENCE EXTENSION** (Staff Report 26-69) – *Action Requested: Award the contract for the Hooker Oak Community Park Softball Fence Extension project to Humboldt Fence Co. in the amount of $53,211, with a minimum 15% contingency and authorize the General Manager to execute the contract and associated documents.*

To improve safety for spectators and passersby, the District plans to raise the outfield fence at Rex Murphy Field by about 10 feet by extending the existing fence poles and adding rope netting. The District received six bids, and Humboldt Fence Co. was the lowest responsible bidder. The project is part of the approved budget, with an allocation of $100,000, so no additional funding is needed.

5.8. **RESTRUCTURE OF THE HUMAN RESOURCES AND FINANCE DEPARTMENT** (Staff Report 26-70) – *Action Requested: Staff recommends that the Board of Directors rescind its May 22, 2025 action approving Staff Report 25-032; remove the Human Resources and Finance Director classification from the District's salary schedule and restore the Finance Manager classification, as reflected in the amended salary schedule; and direct staff to complete an organizational assessment of the District's finance and human resources functions and return to the Board with a recommended structure.*

In May 2025, the Board approved combining the Human Resources Manager and Finance Manager positions into a single Director-level position (Staff Report 25-032).

5.9. **RESOLUTION HONORING DIRECTOR MICHAEL MCGINNIS FOR HIS SERVICE TO THE DISTRICT** (Staff Report 26-71 & Resolution 26-13) *Action Requested: Adopt Resolution 26-13 honoring Michael McGinnis for eight years of service on the Chico Area Recreation and Park District Board of Directors.*

The Board will recognize Director Michael McGinnis for eight years of dedicated service to the District and the Chico community. During his time on the Board, including his service as Chair, Director McGinnis helped guide the District through significant growth in its parks, facilities, and recreation programs.

## 6. DIRECTOR COMMENTS

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

## 7. STAFF COMMENTS

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

Recreation Update (Staff Report 26-72)
Parks and Facilities Update (Staff Report 26-73)
General Manager Update (Staff Report 26-74)

## 8. ADJOURNMENT

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

CARD
Chico Area Recreation & Park District

**September 15, 2026**
(530) 895-4711 • 545 Vallombrosa Ave
chicorec.gov • Chico, CA 95926

# BOARD OF DIRECTORS SPECIAL MEETING MINUTES

Tuesday, September 15, 2026 – 4:00 P.M.

**DRAFT**

## BOARD MEMBERS IN ATTENDANCE

Michael McGinnis, Chair
Christopher Norden, Vice Chair
Dave Donnan, Board Member
Tom Lando, Board Member
Jason Roye, Board Member

## DISTRICT STAFF IN ATTENDANCE

Annabel Grimm, General Manager
Scott Schumann, Assistant General Manager
Phil Aviles, Finance and Human Resources Director
Holli Drobny, Administrative Director
Erin Morrissey, Recreation Director

## LEGAL COUNSEL PRESENT

Jackson Glick, Sac Valley Law

## 1. CALL TO ORDER

The meeting was called to order at 4:00 P.M., and roll call was taken, as noted above.

## 2. PUBLIC COMMENTS

There was no public comment.

## 3. REGULAR AGENDA

3.1. **AQUATIC MANAGER POSITION DISCUSSION** (Staff Report 26-55) – *Action Requested: Board discussion and direction on the Aquatic Manager position.*

A discussion was held about the current classification and salary range for the Aquatic Manager position, and the option to explore engaging a recruiting firm to conduct the candidate search.

**M/S/C (Directors Lando/Norden)** Board of directors moved to create a one-time senior manager position and offer an employment agreement at $127,000 with options for incentivized increases.

**The motion was approved 3-1.**

Ayes: Chair McGinnis, Vice Chair Norden, Lando, Roye

Noes: Donnan

## 4. ADJOURNMENT

Adjourned at 4:32pm to the next meeting of the Board of Directors of the Chico Area Recreation and Park District.

DRAFT

CARD
Chico Area Recreation & Park District


(530) 895-4711 • 545 Vallombrosa Ave
chicorec.gov • Chico, CA 95926

# BOARD OF DIRECTORS REGULAR MEETING MINUTES

Thursday, September 24, 2026 – 4:00 P.M.

**DRAFT**

## BOARD MEMBERS IN ATTENDANCE

Michael McGinnis, Chair
Christopher Norden, Vice Chair
Dave Donnan, Board Member
Tom Lando, Board Member

## BOARD MEMBERS ABSENT

Jason Roye, Board Member

## DISTRICT STAFF PRESENT

Annabel Grimm, General Manager
Scott Schumann, Assistant General Manager
Phil Aviles, Finance and Human Resources Director
Holli Drobny, Administrative Director
Erin Morrissey, Recreation Director

## LEGAL COUNSEL PRESENT

Jackson Glick, Sac Valley Law

## 1. CALL TO ORDER

The meeting was called to order at 4:00 P.M., and roll call was taken, as noted above.

## 2. PUBLIC COMMENTS

The following public comments were received:

- Shelly Bolen addressed the Board regarding the softball registration fee increase, stating it was not communicated transparently and felt misleading. She said the managers' meeting was unproductive and left no time for questions, that new field supervisors are disrupting play, and that she felt the August staff report described some practices that were either already in place or did not occur.
- Vince Scocozza, a Kung Fu independent contractor, said he is concerned his classes may not continue because of low enrollment. He reported that registration rose at first after social media promotion but has since dropped. Scocozza said that he recently had to cancel a class for the first time in 27 years.

- Kenneth Maddox said he is concerned that the Kung Fu program is declining. Maddox has supported the class through advertising and encouraged the District to make full use of its social media channels to promote the program. He reported that based on his analysis, 1,000 people were driven to the District website, but enrollments have not increased.

- Mark Potkin said that he and his son have trained with Mr. Scocozza for 20 years. Potkin said Mr. Scocozza has provided an excellent service to the community for many years. He noted that the hallway used to be full of families attending the Kung Fu classes, and he advocated for the District to provide support for this program.

- Josh Crane spoke in support of CARD programming. Crane shared that he plays softball and his children are enrolled in Kung Fu and other programs. He said his child started with a $5 introductory class, and has now been in the program for three years. Crane suggested promoting the program by tabling at the Thursday Night Market and sharing flyers at school events.

- Jason Bynum spoke in support of the youth Kung Fu class. Bynum called CARD an amazing community resource and said he wants its success to continue. Bynum said the new registration process was challenging, and he does not want families to feel discouraged by it. He believes in the Kung Fu program because of the lessons it teaches, and said his son carries that positive energy with him.

- Director Norden asked for clarification about the registration process. Mr. Maddox responded that registration is sometimes not open and that the class can be hard to find.

- Tuberiu Marinescu addressed the Board regarding his suspension from soccer under the code of conduct. He said staff have declined his requests to identify the behaviors that led to the suspension, which he described as a lack of transparency and an abuse of power keeping him from an activity he loves.

## 3. CONSENT AGENDA

3.1. Minutes of the Regular Meeting of the Board of Directors on August 27, 2026.
3.2. August Monthly Financial Report (Staff Report FI-26-24)

**M/S/C (Directors Lando/Donnan)** Board of Directors approved the consent agenda.
Absent: Roye
**The motion was unanimously approved.**

## 4. REGULAR AGENDA

4.1 **APPROVE UPDATED POLICY** (Staff Report 26-56)

District Staff have updated the following policies as part of the District's ongoing policy maintenance process to ensure compliance with current operations.

- 3140 Anti-Harassment & Bullying

**M/S/C (Directors Lando/Norden)** Board of Directors approved the updated Anti-Harassment & Bullying Policy.

DRAFT

Absent: Roye
**The motion was unanimously approved.**

4.2 **ADOPT RESOLUTION NO. 26-11 APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS (IUOE), LOCAL 39** (Staff Report 26-57 and Resolution 26-11)

Staff presented the finalized terms of the Memorandum of Understanding between the District and the International Union of Operating Engineers, Stationary Engineers, Local 39, reached through the collective bargaining process.

**M/S/C (Directors Lando/Norden)** Board of Directors approved Resolution 26-11, executing the Memorandum Of Understanding For The International Union Of Operating Engineers, Stationary Engineers (IUOE), Local 39.
Absent: Roye
**The motion was unanimously approved.**

4.3 **ADOPT RESOLUTION NO. 26-12 APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND THE SERVICE EMPLOYEE INTERNATIONAL UNION (SEIU)** (Staff Report 26-58 and Resolution 26-12)

Staff will present the finalized terms of the Memorandum of Understanding between the District and the Service Employees International Union, reached through the collective bargaining process, for Board adoption via Resolution No. 26-12 and authorization to execute.

**M/S/C (Directors Lando/Donnan)** Board of Directors approved Resolution 26-12, executing the Memorandum Of Understanding For Service Employees International Union (SEIU).
Absent: Roye
**The motion was unanimously approved.**

## 5. NEW BUSINESS

There was no new business at this meeting.

## 6. DIRECTORS' COMMENTS

- Director Lando said the registration process needs to be as simple as possible and would like to learn more about the issues affecting the softball leagues.
- Director Donnan said the District has had problems with registration from the start. Donnan said he has received complaints from community members about the changes and expressed disappointment.
- Director Lando asked for clarification on the soccer matter. Staff explained the incident involved significant escalation requiring police response, and Legal Counsel Jackson Glick noted that a complete incident report is available for a future agenda, which the Board declined. Staff confirmed the individual has received the report. Recreation Director

Morrissey said the incident occurred during a period requiring intensive disciplinary action and that the action taken was warranted. The individual will be eligible to play again in November. General Manager Grimm reminded the Board that Marinescu addressed the Board in 2023 for a similar suspension incident. The Board requested an update to the Code of Conduct and approved it in 2023.

## 7. STAFF COMMENTS

- General Manager Grimm reported that Depot Park transitioned to the District on Monday, September 21, 2026, and that the transition has gone well.
- Director Lando asked that partial field and park development be placed on a future agenda, to explore whether the District can begin developing Henshaw Neighborhood Park.
- Director McGinnis said $7 million is a significant amount to allocate to Henshaw Neighborhood Park.

## 8. ADJOURNMENT

Adjourned at 4:32PM to the next meeting of the Board of Directors of the Chico Area Recreation and Park District.

DRAFT

# STAFF REPORT

**Finance**

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Monthly Financial Reports for September

## SEPTEMBER OVERVIEW

September financial reports reflect a continued increase in revenue from capital project contributions received during the period, with General Fund (GF) revenue at 40.19% of budget. Expenses are in line with period targets and reflect 24.68% of the GF budget used. Utilities and Contracts expenses are down 39% and 35%, respectively, compared to the same point in FY 2026, while Repairs & Maintenance expenses are 6% higher year-to-date (YTD).

September represents ***25%*** of the annual budget.

## BUDGET ANALYSIS

**Revenue:** September revenue was reported at 40.19% of budget.

**Income:**

- **Tax Revenue:** No tax revenue was received in the GF in September.
- **Program Income:** Operating income is 24.36% of budget, up 4% YTD compared to September 2025. Period activity of $205,347 was lower than September 2025, reflecting timing of contract invoicing, as no After School Program revenue was recorded this period.
- **Other Income:** The District received an additional $2,808,062 in Other Income in September from capital project contributions, bringing Other Income to $4,824,082 YTD.

**Expenses**: September expenses are reported at 24.68%

- **Salaries & Wages** reported under period budget at 16.97% due to pacing of hiring across the District.
- **Employee Benefits** reported at 35.96% of budget, an increase of roughly 5% from the previous period, consistent with expenses leveling for the year.
- **Supplies & Services** reported at 37.70% of budget, an increase of roughly 3.7% from the previous period, a slower pace than the typical July-to-August increase.
- **Repairs & Maintenance** reported at 37.22% of budget, up roughly 18.6% from August.

- **Utilities** reported 25.3% of budget in line with period target.
- **Contracts** reported at 22.27% of budget, slightly below the period target.

**Program Income**:

- **Rentals:** District-Wide Rentals (236%) and Field Rentals (52%) income continue to report well above period target following the true-up payment from the facility usage MOU with CUSD and invoicing of field reservation for users with long-term agreements. Facility Rentals (14%) and Picnic Rentals (15%) are reporting below period target.
- ***Youth Programs***
    - ***Afterschool Program & Inclusion*** revenue reported at 25% and 23%, respectively, reflecting the first of four contract invoices captured. No additional contract invoices were recorded in September.
    - ***Camps*** revenue reported at 36% of budget, above period target, with expenses at 53% because summer camp costs are concentrated early in the fiscal year. Revenue for Sports Camps was recognized under Youth Sports, as it has been historically.
    - ***Community Programs*** revenue has recovered from the negative value reported last period and is now at 17.57% of budget, as program revenue is recognized against the refunds previously processed by the registration software.
- ***Ice Rink*** revenue reported at 1.40% of budget, with an additional $2,000 sponsorship received from community partners in September, bringing year-to-date revenue to $4,500 ahead of what the District expects to be a successful winter event.
- ***Nature Programs*** revenue has self-corrected from the negative value reported last period and is now positive at roughly 15% of budget. Staff continues to work with the registration software's technical team to determine whether configuration changes are needed.
- **Sports**
    - **Adult Sports** revenue increased by roughly 8% from the previous period, reporting at 17% year-to-date, continuing a positive trajectory for the department.
    - ***Youth Sports*** revenue reported at nearly 58% for the period, with expenses well below target at roughly 15%. Youth Sports continues to be one of the District's most successful areas of youth programming.
- **Contracted Programs** revenue reported at roughly 34% between Contracted Camps (102%) and Contracted Programming (6%), above period target, reflecting a successful summer for the District.
- **Aquatics** revenue at PV Pool reported around 50%, an increase of about 3% from the previous period. This plateau was expected with the end of the summer aquatics season.

**Assessment Districts** revenue has not yet been received. All assessment district expenses are in line with period expectations at 21.74% of budget, supporting the accuracy and consistency of the District's new method of distributing expenses such as salaries & benefits, services & supplies, and some repairs & maintenance expenses.

**Impact Fees** from the City of Chico were received in September for $500,000, bringing year-to-date City impact fees to $680,889, or 68% of budget. The second installment of City impact fees are expected in February/March. County impact fees of $4,750 were also received during the period.

**Cash Accounts** total $3,148,138 as of September 30, 2026, compared to $15,384,188 at the same point last year, reflecting ongoing cash outlay related to the Aquatic Center project. The decrease was limited by increased inflow of capital project contributions and impact fees during the period. The District expects to receive several million dollars in additional capital project contributions through the end of the calendar year.

**Project Activity** is progressing steadily, with $1.49MM in total project activity this period. Aquatic Center Construction accounted for $1,47MM of this activity, while Aquatic Center Design reported no activity for the period. Irrigation Upgrades reported $17,350 in activity, and Replacements & Improvements reported $1,456. The roof repair at PV Center is expected to begin soon, following the contract award authorized at the July board meeting.

Chico Area Recreation and Park District

# Budget Report

## Group Summary

For Fiscal: FY 2027 Period Ending: 09/30/2026

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|---|---|---|---|---|
| **Revenue** | | | | | | |
| 50 - Taxes | 7,550,000.00 | 7,550,000.00 | 0.00 | 0.00 | -7,550,000.00 | 0.00% |
| 53 - Operating Income | 10,233,758.34 | 10,233,758.34 | 205,347.11 | 2,493,285.87 | -7,740,472.47 | 24.36% |
| 55 - Other Income | 424,030.00 | 424,030.00 | 2,808,061.82 | 4,824,081.98 | 4,400,051.98 | 1,137.67% |
| **Revenue Total:** | **18,207,788.34** | **18,207,788.34** | **3,013,408.93** | **7,317,367.85** | **-10,890,420.49** | **40.19%** |
| **Expense** | | | | | | |
| 60 - Salaries & Wages | 10,039,385.14 | 10,039,385.14 | 679,167.60 | 1,703,805.88 | 8,335,579.26 | 16.97% |
| 61 - Employee Benefits | 3,182,306.31 | 3,182,306.31 | 166,489.94 | 1,144,378.32 | 2,037,927.99 | 35.96% |
| 62 - Supplies & Services | 2,992,005.51 | 2,992,005.51 | 100,844.86 | 1,127,897.30 | 1,864,108.21 | 37.70% |
| 63 - Repairs & Maintenance | 250,000.00 | 250,000.00 | 41,241.43 | 93,049.59 | 156,950.41 | 37.22% |
| 64 - Utilities | 854,900.00 | 854,900.00 | 52,827.64 | 216,263.59 | 638,636.41 | 25.30% |
| 65 - Contracts | 746,164.01 | 746,164.01 | 56,105.30 | 178,789.76 | 567,374.25 | 23.96% |
| 69 - Other Expenses | 20,000.00 | 20,000.00 | 0.00 | -0.01 | 20,000.01 | 0.00% |
| **Expense Total:** | **18,084,760.97** | **18,084,760.97** | **1,096,676.77** | **4,464,184.43** | **13,620,576.54** | **24.68%** |
| **Report Surplus (Deficit):** | **123,027.37** | **123,027.37** | **1,916,732.16** | **2,853,183.42** | **2,730,156.05** | **2,319.15%** |

# YOY Comparative Statement

## Group Summary

Chico Area Recreation and Park District

For the Period Ending 09/30/2026

| | FY 2027 Sept. Activity | FY 2026 Sept. Activity | Sept. Variance Favorable / (Unfavorable) | Variance % | FY 2027 YTD Activity | FY 2026 YTD Activity | YTD Variance Favorable / (Unfavorable) | Variance % |
|---|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | | |
| 50 - Taxes | 504,750.00 | 776,258.12 | (271,508.12) | -35% | 688,014.29 | 783,383.12 | (95,368.83) | -12% |
| 53 - Operating Income | 205,347.11 | 1,425,139.05 | (1,219,791.94) | -86% | 2,493,285.87 | 2,393,508.98 | 99,776.89 | 4% |
| 55 - Other Income | 2,808,390.05 | 170,262.04 | 2,638,128.01 | 1549% | 4,824,841.02 | 274,744.87 | 4,550,096.15 | 1656% |
| **Revenue Total:** | **3,518,487.16** | **2,371,659.21** | **1,146,827.95** | **48%** | **8,006,141.18** | **3,451,636.97** | **4,554,504.21** | **132%** |
| **Expense** | | | | | | | | |
| 60 - Salaries & Wages | 679,167.60 | 587,033.56 | (92,134.04) | 16% | 1,703,805.88 | 1,609,326.12 | (94,479.76) | 6% |
| 61 - Employee Benefits | 166,489.94 | 180,906.71 | 14,416.77 | -8% | 1,144,378.32 | 982,931.65 | (161,446.67) | 16% |
| 62 - Supplies & Services | 100,844.86 | 146,184.60 | 45,339.74 | -31% | 1,127,897.30 | 973,593.03 | (154,304.27) | 16% |
| 63 - Repairs & Maintenance | 41,241.43 | 23,215.99 | (18,025.44) | 78% | 93,049.59 | 80,769.53 | (12,280.06) | 15% |
| 64 - Utilities | 52,827.64 | 148,488.12 | 95,660.48 | -64% | 216,263.59 | 280,254.62 | 63,991.03 | -23% |
| 65 - Contracts | 56,105.30 | 115,728.00 | 59,622.70 | -52% | 178,789.76 | 257,659.59 | 78,869.83 | -31% |
| 69 - Other Expenses | - | - | - | 0% | (0.01) | - | 0.01 | 0% |
| **Expense Total:** | **1,096,676.77** | **1,201,556.98** | **104,880.21** | **-9%** | **4,464,184.43** | **4,184,534.54** | **(279,649.89)** | **7%** |
| **Total Surplus (Deficit):** | **2,421,810.39** | **1,170,102.23** | **1,251,708.16** | **107%** | **3,541,956.75** | **(732,897.57)** | **4,274,854.32** | **583%** |

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|---|---|---|---|---|
| **Department: 116 - Rentals** | | | | | | |
| **Program: 11000 - District Wide** | | | | | | |
| Revenue | 20,000.00 | 20,000.00 | 0.00 | 47,217.88 | 27,217.88 | 236.09% |
| **Program: 11000 - District Wide Total:** | **20,000.00** | **20,000.00** | **0.00** | **47,217.88** | **27,217.88** | **236.09%** |
| **Program: 11610 - Facility Rentals** | | | | | | |
| Revenue | 400,000.00 | 400,000.00 | 9,634.88 | 56,033.88 | -343,966.12 | 14.01% |
| Expense | 454,972.91 | 454,972.91 | 25,432.63 | 82,119.45 | 372,853.46 | 18.05% |
| **Program: 11610 - Facility Rentals Surplus (Deficit):** | **-54,972.91** | **-54,972.91** | **-15,797.75** | **-26,085.57** | **28,887.34** | **47.45%** |
| **Program: 11611 - Picnic Rentals** | | | | | | |
| Revenue | 90,000.00 | 90,000.00 | 4,883.00 | 13,276.00 | -76,724.00 | 14.75% |
| **Program: 11611 - Picnic Rentals Total:** | **90,000.00** | **90,000.00** | **4,883.00** | **13,276.00** | **-76,724.00** | **14.75%** |
| **Program: 11612 - Field Rentals** | | | | | | |
| Revenue | 150,000.00 | 150,000.00 | 17,917.44 | 77,289.36 | -72,710.64 | 51.53% |
| Expense | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00% |
| **Program: 11612 - Field Rentals Surplus (Deficit):** | **145,000.00** | **145,000.00** | **17,917.44** | **77,289.36** | **-67,710.64** | **53.30%** |
| **Program: 11613 - Park Rentals** | | | | | | |
| Revenue | 15,000.00 | 15,000.00 | 0.00 | 0.00 | -15,000.00 | 0.00% |
| **Program: 11613 - Park Rentals Total:** | **15,000.00** | **15,000.00** | **0.00** | **0.00** | **-15,000.00** | **0.00%** |
| **Department: 116 - Rentals Surplus (Deficit):** | **215,027.09** | **215,027.09** | **7,002.69** | **111,697.67** | **-103,329.42** | **51.95%** |
| **Department: 117 - Public Outreach** | | | | | | |
| **Program: 11000 - District Wide** | | | | | | |
| Revenue | 10,500.00 | 10,500.00 | 104.00 | 749.94 | -9,750.06 | 7.14% |
| Expense | 307,905.19 | 307,905.19 | 18,432.11 | 55,081.07 | 252,824.12 | 17.89% |
| **Program: 11000 - District Wide Surplus (Deficit):** | **-297,405.19** | **-297,405.19** | **-18,328.11** | **-54,331.13** | **243,074.06** | **18.27%** |
| **Program: 11710 - Special Events** | | | | | | |
| Revenue | 264,500.00 | 264,500.00 | 1,230.00 | 2,920.00 | -261,580.00 | 1.10% |
| Expense | 90,000.00 | 90,000.00 | 18,931.37 | 37,324.64 | 52,675.36 | 41.47% |
| **Program: 11710 - Special Events Surplus (Deficit):** | **174,500.00** | **174,500.00** | **-17,701.37** | **-34,404.64** | **-208,904.64** | **-19.72%** |
| **Department: 117 - Public Outreach Surplus (Deficit):** | **-122,905.19** | **-122,905.19** | **-36,029.48** | **-88,735.77** | **34,169.42** | **72.20%** |
| **Department: 200 - Rec Admin** | | | | | | |
| **Program: 11000 - District Wide** | | | | | | |
| Revenue | 5,000.00 | 5,000.00 | -1,272.00 | -6,514.55 | -11,514.55 | 130.29% |
| Expense | 352,658.73 | 352,658.73 | 25,211.30 | 84,567.60 | 268,091.13 | 23.98% |
| **Program: 11000 - District Wide Surplus (Deficit):** | **-347,658.73** | **-347,658.73** | **-26,483.30** | **-91,082.15** | **256,576.58** | **26.20%** |
| **Department: 200 - Rec Admin Surplus (Deficit):** | **-347,658.73** | **-347,658.73** | **-26,483.30** | **-91,082.15** | **256,576.58** | **26.20%** |
| **Department: 210 - Youth Programs** | | | | | | |
| **Program: 11000 - District Wide** | | | | | | |
| Expense | 1,039,959.44 | 1,039,959.44 | 69,140.31 | 208,304.69 | 831,654.75 | 20.03% |
| **Program: 11000 - District Wide Total:** | **1,039,959.44** | **1,039,959.44** | **69,140.31** | **208,304.69** | **831,654.75** | **20.03%** |
| **Program: 22200 - Camps** | | | | | | |
| Revenue | 964,058.00 | 964,058.00 | 4,334.31 | 348,599.26 | -615,458.74 | 36.16% |
| Expense | 454,594.56 | 454,594.56 | 906.29 | 242,812.46 | 211,782.10 | 53.41% |
| **Program: 22200 - Camps Surplus (Deficit):** | **509,463.44** | **509,463.44** | **3,428.02** | **105,786.80** | **-403,676.64** | **20.76%** |
| **Program: 22340 - Community Programs** | | | | | | |
| Revenue | 140,000.00 | 140,000.00 | 19,283.74 | 24,591.74 | -115,408.26 | 17.57% |
| Expense | 69,600.00 | 69,600.00 | 2,447.90 | 5,377.22 | 64,222.78 | 7.73% |
| **Program: 22340 - Community Programs Surplus (Deficit):** | **70,400.00** | **70,400.00** | **16,835.84** | **19,214.52** | **-51,185.48** | **27.29%** |

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|---|---|---|---|---|
| **Program: 22510 - After School Program** | | | | | | |
| Revenue | 2,644,872.95 | 2,644,872.95 | 0.00 | 661,218.24 | -1,983,654.71 | 25.00% |
| Expense | 2,005,858.70 | 2,005,858.70 | 169,122.47 | 196,712.00 | 1,809,146.70 | 9.81% |
| **Program: 22510 - After School Program Surplus (Deficit):** | **639,014.25** | **639,014.25** | **-169,122.47** | **464,506.24** | **-174,508.01** | **72.69%** |
| **Program: 22900 - Youth Leader** | | | | | | |
| Revenue | 30,000.00 | 30,000.00 | 0.00 | 0.00 | -30,000.00 | 0.00% |
| Expense | 920.00 | 920.00 | 0.00 | 0.00 | 920.00 | 0.00% |
| **Program: 22900 - Youth Leader Surplus (Deficit):** | **29,080.00** | **29,080.00** | **0.00** | **0.00** | **-29,080.00** | **0.00%** |
| **Program: 22910 - Inclusion** | | | | | | |
| Revenue | 685,477.89 | 685,477.89 | 120.00 | 158,429.18 | -527,048.71 | 23.11% |
| Expense | 403,630.50 | 403,630.50 | 33,111.19 | 84,063.70 | 319,566.80 | 20.83% |
| **Program: 22910 - Inclusion Surplus (Deficit):** | **281,847.39** | **281,847.39** | **-32,991.19** | **74,365.48** | **-207,481.91** | **26.39%** |
| **Department: 210 - Youth Programs Surplus (Deficit):** | **489,845.64** | **489,845.64** | **-250,990.11** | **455,568.35** | **-34,277.29** | **93.00%** |
| **Department: 220 - Ice Rink Recreation** | | | | | | |
| **Program: 22100 - Ice Rink Recreation** | | | | | | |
| Revenue | 322,000.00 | 322,000.00 | 2,000.00 | 4,500.00 | -317,500.00 | 1.40% |
| Expense | 132,000.00 | 132,000.00 | 121.57 | 121.57 | 131,878.43 | 0.09% |
| **Program: 22100 - Ice Rink Recreation Surplus (Deficit):** | **190,000.00** | **190,000.00** | **1,878.43** | **4,378.43** | **-185,621.57** | **2.30%** |
| **Department: 220 - Ice Rink Recreation Surplus (Deficit):** | **190,000.00** | **190,000.00** | **1,878.43** | **4,378.43** | **-185,621.57** | **2.30%** |
| **Department: 230 - Nature Programs** | | | | | | |
| **Program: 22600 - NC Admin** | | | | | | |
| Revenue | 210,000.00 | 210,000.00 | 46,324.88 | 29,987.88 | -180,012.12 | 14.28% |
| Expense | 436,463.50 | 436,463.50 | 34,857.59 | 96,424.11 | 340,039.39 | 22.09% |
| **Program: 22600 - NC Admin Surplus (Deficit):** | **-226,463.50** | **-226,463.50** | **11,467.29** | **-66,436.23** | **160,027.27** | **29.34%** |
| **Program: 22630 - Nature ABC** | | | | | | |
| Revenue | 8,530.00 | 8,530.00 | 0.00 | 2,035.40 | -6,494.60 | 23.86% |
| Expense | 3,310.00 | 3,310.00 | 0.00 | 0.00 | 3,310.00 | 0.00% |
| **Program: 22630 - Nature ABC Surplus (Deficit):** | **5,220.00** | **5,220.00** | **0.00** | **2,035.40** | **-3,184.60** | **38.99%** |
| **Program: 22650 - Observatory** | | | | | | |
| Revenue | 2,475.00 | 2,475.00 | 0.00 | 496.00 | -1,979.00 | 20.04% |
| **Program: 22650 - Observatory Total:** | **2,475.00** | **2,475.00** | **0.00** | **496.00** | **-1,979.00** | **20.04%** |
| **Department: 230 - Nature Programs Surplus (Deficit):** | **-218,768.50** | **-218,768.50** | **11,467.29** | **-63,904.83** | **154,863.67** | **29.21%** |
| **Department: 235 - Sports** | | | | | | |
| **Program: 11000 - District Wide** | | | | | | |
| Expense | 331,104.00 | 331,104.00 | 22,574.99 | 65,443.99 | 265,660.01 | 19.77% |
| **Program: 11000 - District Wide Total:** | **331,104.00** | **331,104.00** | **22,574.99** | **65,443.99** | **265,660.01** | **19.77%** |
| **Program: 22310 - Youth Sports** | | | | | | |
| Revenue | 320,000.00 | 320,000.00 | 47,528.18 | 184,715.26 | -135,284.74 | 57.72% |
| Expense | 176,400.00 | 176,400.00 | 10,857.41 | 26,679.97 | 149,720.03 | 15.12% |
| **Program: 22310 - Youth Sports Surplus (Deficit):** | **143,600.00** | **143,600.00** | **36,670.77** | **158,035.29** | **14,435.29** | **110.05%** |
| **Program: 22320 - Adult Sports** | | | | | | |
| Revenue | 350,000.00 | 350,000.00 | 28,441.49 | 59,984.85 | -290,015.15 | 17.14% |
| Expense | 208,200.00 | 208,200.00 | 14,146.61 | 46,864.93 | 161,335.07 | 22.51% |
| **Program: 22320 - Adult Sports Surplus (Deficit):** | **141,800.00** | **141,800.00** | **14,294.88** | **13,119.92** | **-128,680.08** | **9.25%** |
| **Program: 22330 - Action Sports** | | | | | | |
| Revenue | 180,000.00 | 180,000.00 | 0.00 | 0.00 | -180,000.00 | 0.00% |
| Expense | 84,715.00 | 84,715.00 | 0.00 | 0.00 | 84,715.00 | 0.00% |
| **Program: 22330 - Action Sports Surplus (Deficit):** | **95,285.00** | **95,285.00** | **0.00** | **0.00** | **-95,285.00** | **0.00%** |
| **Department: 235 - Sports Surplus (Deficit):** | **49,581.00** | **49,581.00** | **28,390.66** | **105,711.22** | **56,130.22** | **213.21%** |
| **Department: 240 - Contract Programs** | | | | | | |
| **Program: 22400 - Contract Programs** | | | | | | |
| Revenue | 490,000.00 | 490,000.00 | 16,485.47 | 30,952.69 | -459,047.31 | 6.32% |
| Expense | 379,927.88 | 379,927.88 | 17,705.18 | 180,413.36 | 199,514.52 | 47.49% |

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|---|---|---|---|---|
| **Program: 22400 - Contract Programs Surplus (Deficit):** | **110,072.12** | **110,072.12** | **-1,219.71** | **-149,460.67** | **-259,532.79** | **-135.78%** |
| **Program: 22450 - Contract Camps** | | | | | | |
| Revenue | 200,000.00 | 200,000.00 | 3,134.96 | 203,785.74 | 3,785.74 | 101.89% |
| Expense | 0.00 | 0.00 | 0.00 | 5,527.41 | -5,527.41 | 0.00% |
| **Program: 22450 - Contract Camps Surplus (Deficit):** | **200,000.00** | **200,000.00** | **3,134.96** | **198,258.33** | **-1,741.67** | **99.13%** |
| **Department: 240 - Contract Programs Surplus (Deficit):** | **310,072.12** | **310,072.12** | **1,915.25** | **48,797.66** | **-261,274.46** | **15.74%** |
| **Department: 245 - Aquatics Recreation** | | | | | | |
| **Program: 11000 - District Wide** | | | | | | |
| Expense | 314,288.00 | 314,288.00 | 6,643.04 | 9,965.29 | 304,322.71 | 3.17% |
| **Program: 11000 - District Wide Total:** | **314,288.00** | **314,288.00** | **6,643.04** | **9,965.29** | **304,322.71** | **3.17%** |
| **Program: 22800 - PV Pool** | | | | | | |
| Revenue | 150,000.00 | 150,000.00 | 4,388.16 | 74,732.56 | -75,267.44 | 49.82% |
| Expense | 163,725.79 | 163,725.79 | 13,129.63 | 150,491.81 | 13,233.98 | 91.92% |
| **Program: 22800 - PV Pool Surplus (Deficit):** | **-13,725.79** | **-13,725.79** | **-8,741.47** | **-75,759.25** | **-62,033.46** | **551.95%** |
| **Program: 22830 - Aquatic Center** | | | | | | |
| Revenue | 1,267,600.00 | 1,267,600.00 | 0.00 | 0.00 | -1,267,600.00 | 0.00% |
| Expense | 947,942.00 | 947,942.00 | 0.00 | 0.00 | 947,942.00 | 0.00% |
| **Program: 22830 - Aquatic Center Surplus (Deficit):** | **319,658.00** | **319,658.00** | **0.00** | **0.00** | **-319,658.00** | **0.00%** |
| **Program: 22840 - Sycamore Pool** | | | | | | |
| Revenue | 100,000.00 | 100,000.00 | 0.00 | 0.00 | -100,000.00 | 0.00% |
| Expense | 95,000.00 | 95,000.00 | 0.00 | 0.00 | 95,000.00 | 0.00% |
| **Program: 22840 - Sycamore Pool Surplus (Deficit):** | **5,000.00** | **5,000.00** | **0.00** | **0.00** | **-5,000.00** | **0.00%** |
| **Department: 245 - Aquatics Recreation Surplus (Deficit):** | **-3,355.79** | **-3,355.79** | **-15,384.51** | **-85,724.54** | **-82,368.75** | **2,554.53%** |
| **Department: 250 - Adult Programs** | | | | | | |
| **Program: 22550 - Adult Programs** | | | | | | |
| Revenue | 30,000.00 | 30,000.00 | 385.00 | 1,730.00 | -28,270.00 | 5.77% |
| Expense | 17,000.00 | 17,000.00 | 0.00 | 600.00 | 16,400.00 | 3.53% |
| **Program: 22550 - Adult Programs Surplus (Deficit):** | **13,000.00** | **13,000.00** | **385.00** | **1,130.00** | **-11,870.00** | **8.69%** |
| **Department: 250 - Adult Programs Surplus (Deficit):** | **13,000.00** | **13,000.00** | **385.00** | **1,130.00** | **-11,870.00** | **8.69%** |
| **Report Surplus (Deficit):** | **574,837.64** | **574,837.64** | **-277,848.08** | **397,836.04** | **-177,001.60** | **69.21%** |



Chico Area Recreation and Park District

# Budget Report
## Group Summary
For Fiscal: FY 2027 Period Ending: 09/30/2026

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|---|---|---|---|---|
| **Program: 33500 - Baroni Park** | | | | | | |
| 50 - Taxes | 114,000.00 | 114,000.00 | 0.00 | 0.00 | -114,000.00 | 0.00% |
| 60 - Salaries & Wages | 94,444.12 | 94,444.12 | 6,680.18 | 19,854.23 | 74,589.89 | 21.02% |
| 61 - Employee Benefits | 32,422.66 | 32,422.66 | 2,362.85 | 7,011.20 | 25,411.46 | 21.62% |
| 62 - Supplies & Services | 123,901.76 | 123,901.76 | 161.41 | 4,767.58 | 119,134.18 | 3.85% |
| 63 - Repairs & Maintenance | 2,632.35 | 2,632.35 | 592.31 | 1,055.32 | 1,577.03 | 40.09% |
| 64 - Utilities | 20,285.29 | 20,285.29 | 157.24 | 2,636.15 | 17,649.14 | 13.00% |
| 65 - Contracts | 4,696.00 | 4,696.00 | 148.48 | 635.07 | 4,060.93 | 13.52% |
| **Program: 33500 - Baroni Park Surplus (Deficit):** | **-164,382.18** | **-164,382.18** | **-10,102.47** | **-35,959.55** | **128,422.63** | **21.88%** |
| **Program: 33510 - Indigo Park** | | | | | | |
| 50 - Taxes | 48,600.00 | 48,600.00 | 0.00 | 0.00 | -48,600.00 | 0.00% |
| 60 - Salaries & Wages | 94,444.12 | 94,444.12 | 6,680.18 | 19,854.23 | 74,589.89 | 21.02% |
| 61 - Employee Benefits | 32,422.66 | 32,422.66 | 2,362.85 | 7,011.20 | 25,411.46 | 21.62% |
| 62 - Supplies & Services | 63,501.76 | 63,501.76 | 145.41 | 4,279.67 | 59,222.09 | 6.74% |
| 63 - Repairs & Maintenance | 2,632.35 | 2,632.35 | 162.15 | 625.16 | 2,007.19 | 23.75% |
| 64 - Utilities | 10,035.29 | 10,035.29 | 157.24 | 1,805.83 | 8,229.46 | 17.99% |
| 65 - Contracts | 4,696.00 | 4,696.00 | 148.48 | 635.07 | 4,060.93 | 13.52% |
| **Program: 33510 - Indigo Park Surplus (Deficit):** | **-159,132.18** | **-159,132.18** | **-9,656.31** | **-34,211.16** | **124,921.02** | **21.50%** |
| **Program: 33520 - Oakway Park** | | | | | | |
| 50 - Taxes | 23,900.00 | 23,900.00 | 0.00 | 0.00 | -23,900.00 | 0.00% |
| 60 - Salaries & Wages | 181,017.90 | 181,017.90 | 13,360.36 | 39,708.44 | 141,309.46 | 21.94% |
| 61 - Employee Benefits | 62,143.43 | 62,143.43 | 4,725.73 | 14,022.43 | 48,121.00 | 22.56% |
| 62 - Supplies & Services | 52,461.73 | 52,461.73 | 454.03 | 9,297.43 | 43,164.30 | 17.72% |
| 63 - Repairs & Maintenance | 5,045.34 | 5,045.34 | 1,917.64 | 3,339.99 | 1,705.35 | 66.20% |
| 64 - Utilities | 15,180.15 | 15,180.15 | 786.08 | 2,100.32 | 13,079.83 | 13.84% |
| 65 - Contracts | 9,000.67 | 9,000.67 | 296.98 | 1,270.16 | 7,730.51 | 14.11% |
| **Program: 33520 - Oakway Park Surplus (Deficit):** | **-300,949.22** | **-300,949.22** | **-21,540.82** | **-69,738.77** | **231,210.45** | **23.17%** |
| **Program: 33530 - Peterson Park** | | | | | | |
| 50 - Taxes | 42,527.50 | 42,527.50 | 0.00 | 0.00 | -42,527.50 | 0.00% |
| 60 - Salaries & Wages | 110,184.81 | 110,184.81 | 8,016.22 | 23,825.08 | 86,359.73 | 21.62% |
| 61 - Employee Benefits | 37,826.44 | 37,826.44 | 2,835.42 | 8,413.44 | 29,413.00 | 22.24% |
| 62 - Supplies & Services | 59,912.90 | 59,912.90 | 186.50 | 5,430.76 | 54,482.14 | 9.06% |
| 63 - Repairs & Maintenance | 3,071.08 | 3,071.08 | 194.59 | 750.21 | 2,320.87 | 24.43% |
| 64 - Utilities | 32,016.18 | 32,016.18 | 188.68 | 1,481.34 | 30,534.84 | 4.63% |
| 65 - Contracts | 5,478.67 | 5,478.67 | 178.18 | 762.08 | 4,716.59 | 13.91% |
| **Program: 33530 - Peterson Park Surplus (Deficit):** | **-205,962.58** | **-205,962.58** | **-11,599.59** | **-40,662.91** | **165,299.67** | **19.74%** |
| **Report Surplus (Deficit):** | **-830,426.16** | **-830,426.16** | **-52,899.19** | **-180,572.39** | **649,853.77** | **21.74%** |




Chico Area Recreation and Park District

# Budget Report
## Group Summary
For Fiscal: FY 2027 Period Ending: 09/30/2026

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|---|---|---|---|---|
| **Fund: 70 - City Impact Fees (Community Park)** | | | | | | |
| **Revenue** | | | | | | |
| 50 - Taxes | 1,000,000.00 | 1,000,000.00 | 500,000.00 | 680,889.29 | -319,110.71 | 68.09% |
| 55 - Other Income | 360,000.00 | 360,000.00 | 0.00 | 0.00 | -360,000.00 | 0.00% |
| **Revenue Total:** | **1,360,000.00** | **1,360,000.00** | **500,000.00** | **680,889.29** | **-679,110.71** | **50.07%** |
| **Fund: 70 - City Impact Fees (Community Park) Total:** | **1,360,000.00** | **1,360,000.00** | **500,000.00** | **680,889.29** | **-679,110.71** | **50.07%** |
| **Fund: 80 - County Impact Fees** | | | | | | |
| **Revenue** | | | | | | |
| 50 - Taxes | 60,000.00 | 60,000.00 | 4,750.00 | 7,125.00 | -52,875.00 | 11.88% |
| 55 - Other Income | 15,000.00 | 15,000.00 | 328.23 | 759.04 | -14,240.96 | 5.06% |
| **Revenue Total:** | **75,000.00** | **75,000.00** | **5,078.23** | **7,884.04** | **-67,115.96** | **10.51%** |
| **Fund: 80 - County Impact Fees Total:** | **75,000.00** | **75,000.00** | **5,078.23** | **7,884.04** | **-67,115.96** | **10.51%** |
| **Report Total:** | **1,435,000.00** | **1,435,000.00** | **505,078.23** | **688,773.33** | **-746,226.67** | **48.00%** |

Chico Area Recreation and Park District

# Fund Balance Summary

## Account Summary

As Of 09/30/2026

| | 90 - General Fun | 80 - County Impact Fees | 70 - City Impact Fees (Community Par | 67 - Peterson Park (Amber Grove) | 65 - Oak Way Park | 63 - Indigo Park | 60 - Baroni Park | Total |
|---|---|---|---|---|---|---|---|---|
| **Asset** | | | | | | | | |
| **Cash** | | | | | | | | |
| 10 - Cash | 2,115,149.86 | 349,545.73 | 680,889.29 | 0.00 | 0.00 | 0.00 | 5,000.00 | 3,150,584.88 |
| **Total Cash:** | **2,115,149.86** | **349,545.73** | **680,889.29** | **0.00** | **0.00** | **0.00** | **5,000.00** | **3,150,584.88** |
| **Capital and Current Assets** | | | | | | | | |
| 12 - Capital Assets | 62,695,607.95 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 62,695,607.95 |
| 13 - Current Assets | 2,741,138.73 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,741,138.73 |
| **Total Capital and Current Assets:** | **65,436,746.68** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **65,436,746.68** |
| **Total Asset:** | **67,551,896.54** | **349,545.73** | **680,889.29** | **0.00** | **0.00** | **0.00** | **5,000.00** | **68,587,331.56** |
| **Liability** | | | | | | | | |
| **Current Liabilities** | | | | | | | | |
| 20 - Current Liabilities | 3,705,838.87 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,705,838.87 |
| **Total Current Liabilities:** | **3,705,838.87** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **3,705,838.87** |
| **Total Liability:** | **3,705,838.87** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **3,705,838.87** |
| **Equity** | | | | | | | | |
| **Fund Balance - Spendable** | | | | | | | | |
| 30 - Fund Balance | 22,991,633.32 | 0.00 | 0.00 | -38,447.94 | 0.00 | -12,779.69 | 0.00 | 22,940,405.69 |
| **Total Fund Balance - Spendable:** | **22,991,633.32** | **0.00** | **0.00** | **-38,447.94** | **0.00** | **-12,779.69** | **0.00** | **22,940,405.69** |
| **Fund Balance - Restricted** | | | | | | | | |
| 30 - Fund Balance | 2,500,000.00 | 341,661.69 | 0.00 | 38,447.94 | 0.00 | 12,779.69 | 5,000.00 | 2,897,889.32 |
| **Total Fund Balance - Restricted:** | **2,500,000.00** | **341,661.69** | **0.00** | **38,447.94** | **0.00** | **12,779.69** | **5,000.00** | **2,897,889.32** |
| **Fund Balance - NonSpendable** | | | | | | | | |
| 30 - Fund Balance | 35,555,915.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35,555,915.76 |
| **Total Fund Balance - NonSpendable:** | **35,555,915.76** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **35,555,915.76** |
| **Total Total Beginning Equity:** | **61,047,549.08** | **341,661.69** | **0.00** | **0.00** | **0.00** | **0.00** | **5,000.00** | **61,394,210.77** |
| Total Revenue | 7,317,367.85 | 7,884.04 | 680,889.29 | 0.00 | 0.00 | 0.00 | 0.00 | 8,006,141.18 |
| Total Expense | 4,518,859.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,518,859.26 |
| **Revenues Over/Under Expenses** | **2,798,508.59** | **7,884.04** | **680,889.29** | **0.00** | **0.00** | **0.00** | **0.00** | **3,487,281.92** |
| **Total Equity and Current Surplus (Deficit):** | **63,846,057.67** | **349,545.73** | **680,889.29** | **0.00** | **0.00** | **0.00** | **5,000.00** | **64,881,492.69** |
| **Total Liabilities, Equity and Current Surplus (Deficit):** | **67,551,896.54** | **349,545.73** | **680,889.29** | **0.00** | **0.00** | **0.00** | **5,000.00** | **68,587,331.56** |

# Cash Accounts

**Current to Prior Year**

Chico Area Recreation and Park District

| **Current Year** | **Balance** | **Prior Year** | **Balance** |
|---|---|---|---|
| As of 09/30/2026 | | As of 09/30/2025 | |
| Petty Cash | 800.00 | Petty Cash | 800.00 |
| US Bank - County Treasurer | 2,280,905.23 | US Bank - County Treasurer | 3,522,666.07 |
| Golden Valley Bank - Operations | 311,284.19 | Golden Valley Bank - Operations | 687,565.06 |
| California CLASS | 4,922.58 | California CLASS | 2,810,231.88 |
| GVB Investment | 518,665.63 | GVB Investment | 7,169,865.31 |
| TCB Investment | 31,560.61 | TCB Investment | 1,193,059.62 |
| **TOTAL** | **3,148,138.24** | **TOTAL** | **15,384,187.94** |

Chico Area Recreation and Park District

# Project Summary

As of 9/30/2026

| Project Number | Project Name | Total Budget | Current FY Budget inc. Encumbrances | Beginning Balance | Total Activity | Ending Balance | Budget Remaining |
|---|---|---|---|---|---|---|---|
| 2324-102 | AQC - Design | 2,075,000.00 | - | 2,044,544.12 | - | 2,044,544.12 | 30,455.88 |
| 2324-103 | AQC - Construction | 37,000,628.00 | - | 19,691,751.89 | 1,466,887.90 | 21,158,639.79 | 15,841,988.21 |
| 2324-107 | DST - Irrigation Upgrades | 819,040.00 | 300,000.00 | 468,945.04 | 17,350.00 | 486,295.04 | 332,744.96 |
| 2627-101 | PVC - Roof Repair | 165,800.00 | 165,800.00 | - | - | - | 165,800.00 |
| 2627-102 | HKO - Outfield Fencing | 100,000.00 | 100,000.00 | - | - | - | 100,000.00 |
| 2627-103 | DST - Access Control | 85,000.00 | 85,000.00 | - | - | - | 85,000.00 |
| 2627-104 | DST - Re-key | 32,000.00 | 32,000.00 | - | - | - | 32,000.00 |
| 2627-105 | HKO - ADA Improvements | 130,000.00 | 130,000.00 | 118,144.00 | - | 118,144.00 | 11,856.00 |
| 2627-106 | CCC - AV Improvements | 50,000.00 | 50,000.00 | 17,359.77 | - | 17,359.77 | 32,640.23 |
| 2627-107 | ADA Upgrades | 135,000.00 | 135,000.00 | 164.66 | - | 164.66 | 134,835.34 |
| 2627-108 | DFM Upgrades | 150,000.00 | 150,000.00 | 1,125.00 | - | 1,125.00 | 148,875.00 |
| 2627-109 | Replacements & Improvements | 167,800.00 | 167,800.00 | 19,049.34 | 1,455.89 | 20,505.23 | 147,294.77 |
| 2627-302 | DEG - Vista Cube Playground Structure | 60,000.00 | 60,000.00 | 41,994.46 | - | 41,994.46 | 18,005.54 |
| 2627-201 | DST - Seed Spreader | 22,000.00 | 22,000.00 | - | - | - | 22,000.00 |
| 2627-202 | DST - Gator (2) | 11,000.00 | 11,000.00 | 5,982.42 | - | 5,982.42 | 5,017.58 |
| 2627-203 | DST - Vehicle Replacement (1) | 54,000.00 | 54,000.00 | 46,777.44 | - | 46,777.44 | 7,222.56 |
| **Report Total:** | | **41,057,268.00** | **1,462,600.00** | **22,455,838.14** | **1,485,693.79** | **23,941,531.93** | **17,115,736.07** |

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Updated Policies

## BACKGROUND

District staff are presenting a revised Board Policy as part of the District's ongoing policy maintenance and governance practices. Regular review ensures policies remain current, legally compliant, and aligned with Board direction and organizational operations.

## DISCUSSION

**Administration**

*Section 2100 Financial Management*

- Policy 2165- Procurement of Contractors and Consultants

Policy 2165 was last updated on March 23, 2023. Since then, AB 2192 raised the bidding thresholds under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), effective January 1, 2025. Staff reviewed the policy to bring it in line with current state law and to make the District's procurement procedures easier to follow.

## FISCAL IMPACT

There is no fiscal impact from adopting the updated policy.

## RECOMMENDATION

Staff recommend the Board of Directors approve the updated Policy 2165 – Procurement of Contractors and Consultants.

CARD **Policy and Procedure**

| | | | |
|---|---|---|---|
| **POLICY # 2165** | **Procurement of Contractors and Consultants** | | |
| **EFFECTIVE DATE** | 3/29/2023 | | **VERSION #** ~~1~~2.0 |
| **DATE OF LAST REVISION** | ~~3/22/2023~~9/24/2026 | **NEXT REVIEW DATE** | ~~4/1/2025~~TBD |

| **APPLIES TO** | |
|---|---|
| Division | Districtwide |
| Sub-Division | Finance |

| VERSION | REVISION DATE | DESCRIPTION OF CHANGE/SUPERSEDE | AUTHOR |
|---|---|---|---|
| 1 | 3/23/2023 | Initial | Annabel Grimm |

## RATIONALE

As a local agency, the Chico Area Recreation and Park District (CARD) shall define and adopt policies and procedures, including bidding regulations, governing the procurement of outside contractors and consultants.

## PROCEDURE

~~1)~~ 1) **Employment of Outside Contractors and Consultants**

The District employs outside contractors or consultants for construction, engineering, planning, and environmental review projects, auditing, and other purposes approved by the Board of Directors. The District's procedure is as follows:

Construction

~~a.~~ ~~Construction~~a. For public projects exceeding $220,000, construction projects will be advertised for bid in at least one local newspaper of general circulation and the local contractors bidding news if available. The bid opening is open to the public and will be specified in the bid documents.

~~b.~~ b. If public bidding requirements apply under State law or the terms of any grant contract, those requirements shall be complied with to the exclusion of the previous paragraph.

c. All public projects are subject to California prevailing wage requirements as administered by the Department of Industrial Relations (DIR). All contractors and subcontractors



**Formatted:** Font: Segoe UI, 11 pt
**Formatted:** Right: 0"
**Formatted:** Font: Segoe UI, 11 pt
**Formatted:** Right: 0"
**Formatted:** Font: Not Bold
**Formatted:** Space After: 8 pt, Line spacing: Multiple 1.15 li
**Formatted:** Font color: Auto
**Formatted:** Font: Not Bold
**Formatted:** Space After: 8 pt, Line spacing: Multiple 1.15 li
**Formatted:** Font: Not Bold, Font color: Auto
**Formatted:** Normal, Space After: 8 pt, Line spacing: Multiple 1.15 li, No bullets or numbering
**Formatted:** Font color: Auto
**Formatted:** Normal, Indent: Left: 0.5", Line spacing: Multiple 1.15 li
**Formatted:** No underline, Font color: Auto
**Formatted:** Indent: Left: 0.5", Space After: 4 pt, Line spacing: Multiple 1.15 li
**Formatted:** Font color: Auto
**Formatted:** Normal, Indent: Left: 0.25", Hanging: 0.25", Space After: 6 pt, Line spacing: Multiple 1.15 li, No bullets or numbering
**Formatted:** Font color: Auto

performing work on public projects must be registered with DIR pursuant to Labor Code §1725.5 prior to commencing work.

Consultants

~~a.~~ a. Consultants will be approved by the General Manager on projects appropriated in the Board approved budget, unless a formal bid process is required.

~~a. For contract fees that exceed $50,000, the General Manager will bring the contract option to the Board of Directors for review.~~

~~b.~~ b. The General Manager and/or Board of Directors will make their decision based on the consultant's experience and qualifications.

~~c.~~ c. The consultant will be required to provide an explanation of the scope of work, hours to complete, and applicable cost estimate for their services that will be used in their evaluation in the selection process. Consultants for engineering, architectural, and other professional services shall be evaluated based on qualification and not on the cost of services per state law.

~~d.~~ d. Every person involved in the solicitation, selection, and approval of consultants shall comply with applicable conflicts of interest laws, including Government Code section 1090, the Political Reform Act of 1974, and the District's conflict of interest code.

~~2)~~ **2) Monetary Bidding Thresholds (Public Contract Code §22032)**

All public construction projects shall be procured in accordance with the following thresholds. Each tier is governed by the procedures set forth in Sections 3, 4, and 5 of this policy respectively.

a. Force Account / Negotiated Contract — Projects of $75,000 or less. See Section 3.

b. Informal Bidding — Projects of $220,000 or less. See Section 4.

c. Formal Bidding — Projects of more than $220,000. See Section 5.

**3) Negotiated Contract Procedure (Projects at or Below $75,000)**

~~a.~~ Public projects of ~~sixty thousand dollars ($60~~$75,000~~)~~ or less may be performed by the employees~~.~~ of a public agency by force account, by negotiated contract, or by purchase order~~.~~

(Public ~~projects of two hundred thousand dollars ($200,000)~~Contract Code §22032(a)).

Formatted: Font color: Auto
Formatted: No underline, Font color: Auto
Formatted: Indent: Left: 0.5", Space After: 4 pt, Line spacing: Multiple 1.15 li
Formatted: Font color: Auto
Formatted: Normal, Indent: Left: 0.25", Hanging: 0.25", Space After: 6 pt, Line spacing: Multiple 1.15 li, No bullets or numbering
Formatted: Font color: Auto
Formatted: Font color: Auto
Formatted: Normal, Indent: Left: 0.25", Hanging: 0.25", Space After: 6 pt, Line spacing: Multiple 1.15 li, No bullets or numbering
Formatted: Font color: Auto
Formatted: Font color: Auto
Formatted: Font color: Auto
Formatted: Normal, Indent: Left: 0", Space After: 0 pt, Line spacing: single
Formatted: Font color: Auto
Formatted: Font: Bold, Font color: Auto
Formatted: Font color: Auto
Formatted: Normal, Line spacing: Multiple 1.15 li, No bullets or numbering
Formatted: Font color: Auto
Formatted: Font color: Auto
Formatted: Font color: Auto
Formatted: Font color: Auto
Formatted: Font color: Auto
Formatted: Font color: Auto

a. Public projects at or below $75,000 may be procured by negotiated contract or purchase order. The General Manager or designee is authorized to select a contractor based on qualifications, availability, and price.

b. All contractors and subcontractors performing work on public projects must be DIR registered pursuant to Labor Code §1725.5 prior to commencing work. DIR registration is required at this threshold regardless of the absence of a competitive bid requirement.

c. It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this policy requiring work to be done by contract after competitive bidding (Public Contract Code §22033). Separating like work at the same site into smaller work orders is permitted only if the total cost of all like work at that site is $75,000 or less.

**4) Informal Bid Procedure (Projects Between $75,001 and $220,000)**

~~b.~~ Public projects of $220,000 or less may be let to contract by informal procedures as set forth in this ~~policy.~~section (Public Contract Code §22032(b)).

~~c. Public projects of more than two hundred thousand dollars ($200,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.~~

**~~3) Informal Bid Procedure~~**

~~a. District staff must attempt to obtain a minimum of three competitive quotes for these projects, except in the cases described in the Formal Bid Procedure.~~

**Contractor Notification**

The District shall provide notice of informal bid projects to contractors through one or both of the following methods, as authorized by Public Contract Code §22034(a). The District retains discretion to use either or both methods on a project-by-project basis.

Method A: Trade Journal Notice

a. The District may provide notice of informal bid projects by distributing notice to construction trade journals designated for the District under Public Contract Code §22036. Notice to designated trade journals satisfies the contractor notification requirement of CUPCCAA §22034(a) without the need to maintain a Qualified Contractor List.

b. The District's designated construction trade journals are: Valley Contractors Exchange (VCE, www.vceonline.com), which is linked to the statewide construction trade journal network; Shasta Builders Exchange (planroom@shastabe.com); and

**Formatted:** Font color: Auto

**Formatted:** Normal, Indent: Left: 0.5", Line spacing: Multiple 1.15 li, No bullets or numbering

**Formatted:** Font color: Auto

Construction.com. The General Manager or designee shall maintain current contact information for these journals and shall ensure informal bid notices are distributed accordingly. This list shall be reviewed annually and may be updated by the General Manager without a policy amendment provided the designated journals continue to satisfy the notice requirements of PCC §22036.

c. The District may, at its discretion, provide notice directly to contractors it has previously worked with in addition to trade journal notice. Direct contractor notice alone, without trade journal notice, does not satisfy the requirements of CUPCCAA §22034(a) for informal bid projects.

Method B: Qualified Contractor List

a. The District may elect to maintain a Qualified Contractor List as an alternative or supplement to trade journal notice. If the District maintains a Qualified Contractor List and uses it for contractor notification, the list shall be organized by trade category and updated at least once per calendar year.

b. The District shall update the Qualified Contractor List at least once per calendar year by mailing, faxing, or emailing written notice to all construction trade journals designated for the District under Public Contract Code §22036. The notice shall invite all licensed contractors to submit their firm name for inclusion on the District's list of qualified contractors for the following twelve (12) months. The District may select its own annual renewal date.

c. The District may add a contractor to the Qualified Contractor List at any time during the year.

d. Qualified contractors are contractors licensed by the State of California to perform the subject work. The District may apply additional objective criteria in forming and maintaining the list, including but not limited to DIR registration status and prior performance history.

e. If the District maintains a Qualified Contractor List, all contractors on the list shall be notified of informal bid projects for which they hold the appropriate license. The District may not selectively omit licensed contractors from notification without making formal disqualification findings as provided in subsection (f) below.

f. The District may disqualify a contractor from the Qualified Contractor List when the contractor fails to furnish information sufficient to meet the minimum criteria established by the CUPCCAA Commission. Disqualification shall be documented.

g. The District's Qualified Contractor List shall include at minimum: company name, primary contact information, CSLB license number and classification, trade category, DIR registration number, and date added to the list.

**Award**

a. The General Manager may award the contract to the lowest responsible and responsive bidder from among those who respond. If no responsive bids are received, the District may re-notice or negotiate as circumstances allow.

~~b.~~ b. The General Manager may approve the ~~lowest qualifying~~winning bid if the project was appropriated in the Board approved budget. If the project was not appropriated in the Board approved budget, the Board of Directors must approve the winning bid.

~~c.~~ c. Approval must be obtained prior to the order being placed.

~~4)~~ **5) Formal Bid Procedure (Projects Exceeding $220,000)**

Public projects of more than $220,000 shall, except as otherwise provided by statute, be let to contract by formal bidding procedure (Public Contract Code §22032(c)).

~~a.~~ a. All projects ~~for alterations, maintenance, repairs, or new construction that require~~requiring a formal bid process must include a public notice or purchase through a government approved purchasing agency. If a formal bid process is needed, the Board shall approve the lowest responsible bid.

~~i.~~ "b. "Responsible bidder~~,~~"" means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract. (Public Contract Code §§1100-1104)

~~b.~~ c. Exception to the formal bid process shall only be made in cases of (1) emergency where the immediate purchase of goods without bid is necessary for the protection of the public health, welfare, safety, or District assets or (2) when the General Manager deems that an article of a specified brand or trade name is the only article that will properly meet the needs of the District.

~~c.~~ d. For the convenience of the District, the General Manager may elect to use state and federal cooperative purchasing agreements, or government approved Multiple Award Schedules as authorized by Public Law and Public Contracting Code. Procurement sources include but are not limited to U.S. General Services Administration, California Multiple Award Schedules, Sourcewell, and alike.

**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Normal, Indent: Left: 0.25", Hanging: 0.25", Space After: 6 pt, Line spacing: Multiple 1.15 li, No bullets or numbering
**Formatted:** Font: Not Bold, Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Font: Not Bold, Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Normal, Indent: Left: 0", Space After: 0 pt, Line spacing: single
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Normal, Line spacing: Multiple 1.15 li, No bullets or numbering
**Formatted:** Font color: Auto
**Formatted:** Normal, Indent: Left: 0.25", Hanging: 0.25", Space After: 6 pt, Line spacing: Multiple 1.15 li, No bullets or numbering
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** No underline, Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** No underline, Font color: Auto
**Formatted:** Font: Not Bold, Font color: Auto
**Formatted:** Normal, Indent: Left: 0", Space After: 0 pt, Line spacing: single

**6) Emergency Contracting**

In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two (Public Contract Code §22035).

a. The governing body shall comply with the emergency contract procedures set forth in Public Contract Code §22050 et seq.

~~5)~~ **7) Project Contingency Fund and Expenditure**

~~a.~~ a. A contingency fund will be established for all capital projects in excess of $25,000. The amount of the Fund shall be no less than 10% of the ~~awarded~~ bid award amount whenever possible.

~~b.~~ b. The General Manager shall have the authority to authorize expenditure of the Fund to help deal with unforeseen issues that may arise from time to time. The amount that can be authorized by the General Manager shall not exceed the ~~budgeted amount for the project.~~ previous Board approved budget. For purposes of this section, "previous Board approved budget" means the total project budget appropriated by the Board of Directors prior to bid, not the bid award amount. The contingency fund shall not cause total project expenditures to exceed the previous Board approved budget without formal Board approval.

~~6)~~ **8) Conflict of Interest**

~~a.~~ a. District officials and employees shall discharge their duties impartially to assure fair competitive access to procurement opportunities by responsible and responsive contractors, sellers, and vendors. Moreover, they shall conduct themselves in such a manner as to foster public confidence in the integrity of the District procurement activities.

~~b.~~ b. No District official or employee shall participate directly or indirectly in a District procurement when the official or employee knows that the official or employee or any member of the official's or employee's immediate family has a financial interest pertaining to the procurement.

~~c.~~ c. Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the procurement.



**Formatted:** Font color: Auto
**Formatted:** Normal, Line spacing: Multiple 1.15 li, No bullets or numbering
**Formatted:** Font color: Auto
**Formatted:** Normal, Indent: Left: 0.25", Hanging: 0.25", Space After: 6 pt, Line spacing: Multiple 1.15 li, No bullets or numbering
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Font color: Auto
**Formatted:** Normal, Indent: Left: 0", Space After: 0 pt, Line spacing: single
**Formatted:** Font color: Auto
**Formatted:** Normal, Line spacing: Multiple 1.15 li, No bullets or numbering
**Formatted:** Normal, Left, Indent: Left: 0.25", Hanging: 0.25", Space After: 6 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

~~d.~~ d. No person shall offer, give, or agree to give any District official or employee any gratuity or offer of employment in connection with a procurement by the District.

~~7)~~ **9) Unauthorized Procurements**

~~a.~~ a. Any procurement of supplies, materials, equipment, or services made in violation of this purchasing policy shall be void and not considered an obligation of the District.

**Authority;** Public Contract Code ~~(PCC) §§~~10298~~; PCC,~~ 22032, ~~PCC Section~~22033, 22034, 22035, 22036, 22050, 1100-1104; Labor Code §1725.5; AB 2192 (eff. January 1, 2025)

Author (print and sign) Date

Annabel Grimm Date
General Manager

Approved by the Board of Directors on: ~~**March 29, 2023**~~

Formatted: No underline

Formatted: No underline

Formatted: Normal, Left, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: Normal, Left, Indent: Left: 0.25", Hanging: 0.25", Space After: 6 pt, Line spacing: Multiple 1.15 li, No bullets or numbering

Formatted: No underline

Formatted: Font color: Auto

Formatted: Font: Bold

Formatted: Space After: 8 pt

Formatted: Font: Not Bold

Formatted: Line spacing: Multiple 1.15 li

# Chico Area Recreation and Park District

## POLICY 2165 — PROCUREMENT OF CONTRACTORS AND CONSULTANTS

*Side-by-Side Comparison: Version 1 (3/23/2023) vs. Version 2 (9/24/2026) — For Board Review Only*

| EXISTING LANGUAGE (Version 1 — 3/23/2023) | PROPOSED LANGUAGE (Version 2 — 9/24/2026) |
|---|---|
| **1) Employment of Outside Contractors and Consultants** | |
| **Construction**<br>a. Construction projects will be advertised for bid in at least one local newspaper of general circulation and the local contractors bidding news if available. The bid opening is open to the public and will be specified in the bid documents.<br>b. If public bidding requirements apply under State law or the terms of any grant contract, those requirements shall be complied with to the exclusion of the previous paragraph.<br>*[No prevailing wage provision.]*<br>**Consultants**<br>a. Consultants will be approved by the General Manager on projects appropriated in the Board approved budget, unless a formal bid process is required.<br>b. The General Manager and/or Board of Directors will make their decision based on the consultant's experience and qualifications.<br>c. The consultant will be required to provide an explanation of the scope of work, hours to complete, and applicable cost estimate for their services that will be used in their evaluation in the selection process. Consultants for engineering, architectural, and other professional services shall be evaluated based on qualification and not on the cost of services per state law.<br>d. Every person involved in the solicitation, selection, and approval of consultants shall comply with applicable conflicts of interest laws, including Government Code section 1090, the Political Reform Act of 1974, and the District's conflict of interest code. | **Construction**<br>a. For public projects exceeding $220,000, construction projects will be advertised for bid in at least one local newspaper of general circulation and the local contractors bidding news if available. The bid opening is open to the public and will be specified in the bid documents.<br>b. [unchanged]<br>c. All public projects are subject to California prevailing wage requirements as administered by the Department of Industrial Relations (DIR). All contractors and subcontractors performing work on public projects must be registered with DIR pursuant to Labor Code §1725.5 prior to commencing work.<br>**Consultants**<br>a. [unchanged]<br>b. [unchanged]<br>c. [unchanged]<br>d. [unchanged] |
| *EXPLANATION: Two changes: (1) Section 1a updated to clarify newspaper notice is triggered only for formal bid projects exceeding $220,000 — it is not required for informal bid or negotiated contract projects. (2) Section 1c is new. CUPCCAA FAQ Q39 explicitly notes DIR prevailing wage requirements apply to all public projects under the Act regardless of dollar amount*<br>. | |

| 2) Monetary Bidding Thresholds (Public Contract Code §22032) | |
|---|---|
| a. Public projects of $60,000 or less may be performed by the employees, negotiated contract, or purchase order.<br>b. Public projects of $200,000 or less may be let to contract by informal procedures as set forth in this policy.<br>c. Public projects of more than $200,000 shall, except as otherwise provided in this article, be let to contract by formal bidding procedure. | All public construction projects shall be procured in accordance with the following thresholds. Each tier is governed by the procedures set forth in Sections 3, 4, and 5 of this policy respectively.<br>a. Force Account / Negotiated Contract — Projects of $75,000 or less. See Section 3.<br>b. Informal Bidding — Projects of $220,000 or less. See Section 4.<br>c. Formal Bidding — Projects of more than $220,000. See Section 5. |
| *EXPLANATION: Three changes: (1) Thresholds updated per AB 2192, effective January 1, 2025: $60,000 to $75,000 and $200,000 to $220,000. (2) CUPCCAA tier labels (Force Account / Negotiated Contract, Informal Bidding, Formal Bidding) added per direction. (3) Section restructured as a concise overview pointing to Sections 3, 4, and 5 for procedural detail, improving document flow.* | |
| **3) Negotiated Contract Procedure (Projects at or Below $75,000) — NEW SECTION** | |
| *No existing provision.* | Public projects of $75,000 or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order (Public Contract Code §22032(a)).<br>a. Public projects at or below $75,000 may be procured by negotiated contract or purchase order. The General Manager or designee is authorized to select a contractor based on qualifications, availability, and price.<br>b. All contractors and subcontractors performing work on public projects must be DIR registered pursuant to Labor Code §1725.5 prior to commencing work. DIR registration is required at this threshold regardless of the absence of a competitive bid requirement.<br>c. It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this policy requiring work to be done by contract after competitive bidding (Public Contract Code §22033). Separating like work at the same site into smaller work orders is permitted only if the total cost of all like work at that site is $75,000 or less. |
| *EXPLANATION: Entire section is new. The sub-$75,000 negotiated contract authority is drawn directly from PCC §22032(a). This section consolidates in one place: the GM's authority to select a contractor by direct negotiation, the DIR registration requirement, and the anti-splitting prohibition. The prior policy was silent on all three at this threshold.* | |

| **4) Informal Bid Procedure (Projects Between $75,001 and $220,000) — replaces former Sections 3 and prior contractor notification language** | |
|---|---|
| Informal Bid Procedure (former section):<br>a. District staff must obtain a minimum of three competitive quotes for these projects, except in the cases described in the Formal Bid Procedure.<br>b. The General Manager may approve the lowest qualifying bid if the project was appropriated in the Board approved budget. If the project was not appropriated in the Board approved budget, the Board of Directors must approve the winning bid.<br>c. Approval must be obtained prior to the order being placed.<br>*[No contractor notification provision — prior policy was silent on CUPCCAA §22034 requirements.]* | Public projects of $220,000 or less may be let to contract by informal procedures as set forth in this section (Public Contract Code §22032(b)).<br>**Contractor Notification**<br>The District shall provide notice of informal bid projects to contractors through one or both of the following methods, as authorized by Public Contract Code §22034(a). The District retains discretion to use either or both methods on a project-by-project basis.<br>Method A: Trade Journal Notice<br>a. through c. [See full policy for trade journal notice provisions.]<br>Method B: Qualified Contractor List<br>a. through g. [See full policy for qualified contractor list provisions.]<br>**Award**<br>a. The General Manager may award the contract to the lowest responsible and responsive bidder from among those who respond. If no responsive bids are received, the District may re-notice or negotiate as circumstances allow.<br>b. The General Manager may approve the winning bid if the project was appropriated in the Board approved budget. If the project was not appropriated in the Board approved budget, the Board of Directors must approve the winning bid.<br>c. Approval must be obtained prior to the order being placed. |
| *EXPLANATION: Two substantive changes: (1) The three-quote requirement is replaced with the CUPCCAA-compliant notice requirement. CUPCCAA §22034(a) requires notice to contractors through trade journal posting or a qualified contractor list — not a minimum number of responses received. (2) Contractor notification provisions required by CUPCCAA §22034 are added — the prior policy was entirely silent on this statutory requirement. The award provisions in 4b and 4c are substantively unchanged from the prior policy.* | |
| **5) Formal Bid Procedure (Projects Exceeding $220,000) — formerly Section 4** | |
| a. All projects for alterations, maintenance, repairs, or new construction that require a formal bid process must include a public notice or purchase through a government approved purchasing agency. If a formal bid process is needed, the Board shall approve the lowest responsible bid. | Public projects of more than $220,000 shall, except as otherwise provided by statute, be let to contract by formal bidding procedure (Public Contract Code §22032(c)).<br>a. [unchanged]<br>b. "Responsible bidder" means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, |

| | |
|---|---|
| i. "Responsible bidder," means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract. (Public Contract Code §§1100-1104)<br>b. Exception to the formal bid process shall only be made in cases of (1) emergency where the immediate purchase of goods without bid is necessary for the protection of the public health, welfare, safety, or District assets or (2) when the General Manager deems that an article of a specified brand or trade name is the only article that will properly meet the needs of the District.<br>c. For the convenience of the District, the General Manager may elect to use state and federal cooperative purchasing agreements, or government approved Multiple Award Schedules as authorized by Public Law and Public Contracting Code. Procurement sources include but are not limited to U.S. General Services Administration, California Multiple Award Schedules, Sourcewell, and alike. | capacity, and experience to satisfactorily perform the public works contract. (Public Contract Code §§1100-1104)<br>c. [unchanged]<br>d. [unchanged] |
| *EXPLANATION: Threshold updated from $200,000 to $220,000 per AB 2192. Section renumbered from 4 to 5. Statutory citation added as section introduction. The "Responsible bidder" definition is reformatted from a sub-item (i.) to a standard lettered bullet (b.) for consistency with the rest of the document. All other language unchanged.* | |
| **6) Emergency Contracting — NEW SECTION** | |
| Emergency was referenced only as an exception within the Formal Bid Procedure. No standalone section existed and no CUPCCAA emergency provision was cited. | In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two (Public Contract Code §22035).<br>a. The governing body shall comply with the emergency contract procedures set forth in Public Contract Code §22050 et seq. |
| *EXPLANATION: Entire section is new. CUPCCAA §22035 provides a specific emergency contracting procedure that was absent from the prior policy. PCC §22050 establishes the procedural requirements following emergency action, including ratification by the governing body at its next meeting.* | |
| **7) Project Contingency Fund and Expenditure — formerly Section 5** | |

| | |
|---|---|
| a. A contingency fund will be established for all capital projects in excess of $25,000. The amount of the Fund shall be no less than 10% of the awarded bid whenever possible.<br>b. The General Manager shall have the authority to authorize expenditure of the Fund to help deal with unforeseen issues that may arise from time to time. The amount that can be authorized by the General Manager shall not exceed the budgeted amount for the project. | a. A contingency fund will be established for all capital projects in excess of $25,000. The amount of the Fund shall be no less than 10% of the bid award amount whenever possible.<br>b. The General Manager shall have the authority to authorize expenditure of the Fund to help deal with unforeseen issues that may arise from time to time. The amount that can be authorized by the General Manager shall not exceed the previous Board approved budget. For purposes of this section, "previous Board approved budget" means the total project budget appropriated by the Board of Directors prior to bid, not the bid award amount. The contingency fund shall not cause total project expenditures to exceed the previous Board approved budget without formal Board approval. |
| *EXPLANATION: Three changes in 7b: (1) "Bid award amount" replaces "awarded bid" for consistency and clarity. (2) "Previous Board approved budget" replaces "budgeted amount" — defined as the total project budget appropriated by the Board of Directors prior to bid, not the bid award amount. This clarifies that the GM's authority is bounded by the pre-bid Board appropriation. (3) "Without formal Board approval" added — this establishes a mechanism for the Board to authorize contingency above the previous Board approved budget when project risk warrants it, such as elevated contingency for anticipated conditions like dry rot.* | |
| **8) Conflict of Interest / 9) Unauthorized Procurements** | |
| Sections 6 and 7 in prior policy. Language unchanged. | Renumbered to Sections 8 and 9. Language unchanged. |
| *EXPLANATION: No substantive changes. Sections renumbered due to addition of new sections.* | |

**Legend:** Green rows = section headers. Yellow rows = explanations for board reference. Unchanged language shown as [unchanged] in the proposed column.

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Consulting Services for Master Plan and Nexus Study

## BACKGROUND

The City of Chico is updating its Development Impact Fee (DIF) program and the nexus studies that support it, including the park and recreation fees that fund new District facilities. In May 2026, City Public Works staff identified CARD as a stakeholder in the update and met with District staff on May 20th to review the data the City's consultants would need. At that time, the District was already well into its Master Plan update, and staff anticipated that the Master Plan would serve as the foundation for the park fee component of the City's nexus work.

Over the summer, the District continued its planning process, including a July 1st stakeholder workshop with City, County, and community partners that identified a multi-use recreation center and additional sports fields as top priorities. On September 11th, District staff transmitted the substantive text of the draft Master Plan to the City for review by its DIF consultants before the plan went to the Board. The draft included a new Community Resilience and Recreation Center, estimated at $30 to $40 million, and identified upcoming projects such as Hicks Lane and Barber Yard that may be eligible for DIF funding.

## DISCUSSION

On September 24, 2026, City Director of Public Works – Engineering responded that the draft Master Plan is not yet ready for comprehensive City review and, in its current form, cannot be used for the City's nexus update.

The City's central point is that a master plan used to justify impact fees must do more than set a vision. Under the Mitigation Fee Act (Government Code § 66000 et seq.), it must contain quantified metrics and capital inventories that demonstrate a reasonable relationship, or nexus, between new development and the facilities the fees will fund, and that the fees are roughly proportional to the impact.

The City identified six areas where the draft falls short.

- **Existing level of service.** The parkland and facility inventory is hard to follow, lacks figures, and reports inconsistent numbers. Treatment of Mini Parks, Chico Bike Park, and the Aquatic Center is unclear.

- **Target level of service.** There is no dedicated section and needs rest largely on public input and unsupported peer comparisons. AB 602 requires justifying any higher standard and explaining how the existing gap will be funded from non-fee sources.
- **Capital improvement list.** There is no growth-based project list separate from existing deficiencies, and population figures are outdated (the 2026 baseline is 108,113, not 102,911). The City recommends the BCAG medium growth scenario.
- **Cost estimates.** None are provided for land acquisition or construction.
- **Service areas.** The District's boundaries beyond the Sphere of Influence are not mapped, and the Special Planning Areas are not addressed as sites for new parks.
- **Graphics and data.** The plan is largely narrative and needs maps, graphics, and supporting data.

Staff agree with this assessment. The draft reflects substantial community engagement and remains a sound statement of the District's priorities, but meeting the technical and legal standards of a fee-supporting document requires specialized expertise in level-of-service analysis, growth-based needs assessment, capital cost estimating, and fee-ready capital planning that the District does not have in-house.

The Director of Engineering observed that this document will be referenced for years to support grants, impact fees, and any future funding measure. Given that the District's last tax measure did not pass, a plan that clearly demonstrates what is needed, why, and at what cost will strengthen every one of those efforts.

Confluence Inc. proposes a targeted technical update that builds on the District's existing inventory, assessments, community engagement, and GIS rather than recreating that work. Its scope responds directly to the City's comments. Confluence will reconcile the facility inventory, establish existing and target levels of service with peer benchmarking, map service gaps across the full District boundary, and develop a prioritized capital improvement program of at least ten years. That program will include planning-level cost estimates, distinguish growth-related needs from existing deficiencies, and be supported by a funding strategy and a fully revised, graphic Master Plan.

Confluence is familiar with the District from its work on the Aquatic Center and Henshaw Neighborhood Park, including site analysis, cost estimating, and community engagement. That existing knowledge, along with the inventory, assessments, and community input, District staff have already completed, allows Confluence to focus only on the technical pieces the City identified. This significantly reduces both the scope and the cost of the work compared to a full scope Master Plan update.

The proposal excludes preparation of the formal nexus study and fee calculations, which the City's nexus consultant will lead using the Master Plan as its foundation. Confluence estimates

three to four months to complete the work, consistent with the revised sequence of the City's nexus update.

## FISCAL IMPACT

The contract with Confluence Inc. will not exceed $65,000. This expense is not in the Fiscal Year 2026-27 budget. Approving this item would authorize a budget amendment of $65,000 from General Fund reserves to cover the contract.

## RECOMMENDATION

Staff recommends that the Board of Directors authorize the General Manager to execute a professional services agreement with Confluence Inc. for a targeted technical update of the District's Park System Master Plan to support the City of Chico's Development Impact Fee (DIF) nexus study, for a professional services fee not to exceed $65,000.

**CARD Park System Master Plan**
**Scope of Services and Fee**
October 13, 2026

**Project Approach**
Confluence will complete a targeted technical update of the draft CARD Park System Master Plan. The work will build upon CARD's existing park and facility inventory, detailed assessments, community engagement, GIS, prior studies, and supporting information rather than recreating work already completed.

The primary objective is to respond directly to the City of Chico's comments and produce a clear, graphic, and technically supported Master Plan that can inform the City's Development Impact Fee and nexus work. The update will reconcile existing system data, establish defensible level-of-service criteria, identify geographic and facility service gaps, evaluate future growth and land use, distinguish existing deficiencies from growth-related needs, develop and prioritize a minimum 10-year Capital Improvement Program, prepare planning-level concepts and capital costs, evaluate implementation and funding needs, and clearly distinguish growth-related capital needs from broader community priorities.

**SCOPE**

**Phase 1: Project Initiation, Data Review, and Technical Framework**
**Task 1.1 | Project Kickoff, Data, and Review.** Establish a focused data request and confirm how existing CARD and City information will be used. Review the current Master Plan, City comments, park and facility inventories, assessments, community engagement findings, prior studies, current and planned capital projects, GIS, maintenance information, financial information, development information, and supporting population and growth documentation. Prepare a technical issue matrix identifying items that require reconciliation, additional analysis, mapping, or revision.

**Task 1.2 | Inventory and Classification Reconciliation.** Review and reconcile park acreage, classifications, facility counts, and other base information that affects LOS and capital planning. Address classification and consistency questions identified by the City, including treatment of mini parks and recently completed or planned major facilities, so the technical analysis uses one coordinated baseline.

**Task 1.3 | Population, Service Area, and Growth Framework.** Confirm the planning population, CARD district boundaries, City limits and Sphere of Influence, unincorporated service areas, Special Planning Areas, known development areas, and minimum 10-year planning horizon. Review the City's population and growth information, BCAG growth forecasts, and available development and land use information to establish an agreed basis for evaluating where future population and development are expected to occur and how that growth relates to future park and recreation needs.

**Meetings:** One project kickoff and technical framework meeting with CARD.

**Deliverables:** Project data request, technical issue matrix, reconciled base assumptions, and confirmed population, land use, service-area, and growth framework.

**Phase 2: Level of Service, Needs, and Geographic Service Analysis**
**Task 2.1 | LOS Methodology and Criteria.** Develop a level-of-service methodology appropriate to CARD's park and recreation system and the future DIF analysis. The methodology may include population-based, acreage-based, access-based, facility-based, trail-based, or combined measures depending on the park or facility type.

**Task 2.2 | Existing and Target LOS and Benchmarking.** Calculate and reconcile existing LOS using the agreed inventory and population assumptions. Compare CARD with approximately 4 to 6 relevant peer agencies and evaluate appropriate target standards for key park and recreation facility categories. Where a target LOS exceeds existing service levels, provide a clear technical rationale for the target and distinguish the portion of need associated with existing deficiencies from that associated with future growth.

**Task 2.3 | GIS and Geographic Service Gap Analysis.** Map CARD facilities, district boundaries, City limits and Sphere of Influence, unincorporated service areas, park classifications, service areas, underserved areas, Special Planning Areas, known development areas, and future growth areas. Identify geographic gaps in service and illustrate the relationship between existing park access, future development, anticipated population growth, and potential future capital improvements.

**Task 2.4 | Facility and Acreage Needs.** Evaluate parkland, recreation facility, and trail needs using the agreed LOS methodology, population assumptions, growth forecasts, land use information, and CARD's existing facility data. Distinguish among:

- Existing deficiencies
- Deferred maintenance and replacement needs
- Current community priorities
- Future growth-related demand
- Opportunities associated with planned development and land acquisition

Connect identified needs to geographic service gaps and potential capital projects.

**Meetings:** One LOS, benchmarking, and technical findings working session with CARD.

**Deliverables:** LOS methodology and benchmarking summary, existing and target LOS findings, park and facility needs analysis, service-area and growth maps, and summary of existing deficiencies versus growth-related demand.

**Phase 3: Capital Improvement Program and Prioritization**
**Task 3.1 | Complete Capital Project List.** Develop and refine a minimum 10-year Capital Improvement Program using CARD's current project lists, existing community priorities, identified deferred maintenance and replacement needs, LOS deficiencies, geographic service gaps, and projects needed to serve future growth. Projects may include rehabilitation, replacement, expansion, new parks and facilities, and land acquisition as applicable.

**Task 3.2 | Capital Project Definition.** For each project, define the purpose, location, general scope, anticipated beneficiaries, approximate timing, dependencies, planning-level cost basis, relationship to existing deficiencies or future growth, and known or potential funding considerations.

**Task 3.3 | Prioritization Framework.** Develop a transparent prioritization methodology with CARD that evaluates capital projects based on factors such as:

- CARD operational and strategic priorities
- Community priorities
- Deferred maintenance and asset replacement
- LOS deficiencies
- Geographic service gaps
- Health and safety
- Future growth demand
- Project readiness
- Funding availability and leverage
- Partnerships and implementation opportunities

The prioritization process will identify where priorities overlap and where CARD priorities, community priorities, maintenance needs, and future growth needs differ.

**Task 3.4 | 10-Year CIP and Growth Allocation Support.** Organize the capital program into near-term, mid-term, and longer-term priorities within a minimum 10-year planning horizon. Identify projects associated primarily with existing needs, future growth, or a combination of both so that the CIP can provide a clear foundation for subsequent DIF and nexus analysis.

**Task 3.5 | CARD Technical Review and Revision.** Provide the technical findings, mapping, prioritization framework, and draft 10-year CIP to CARD for review. Conduct a working session to confirm project priorities, phasing, and policy direction before advancing to concept development and cost estimating.

**Meetings:** One CIP and prioritization workshop with CARD.

**Deliverables:** Capital project matrix, prioritization methodology and results, draft minimum 10-year CIP, technical review package, and revised CIP following CARD comments.

**Phase 4: Concepts, Capital Costs, and Implementation Strategy**

**Task 4.1 | Planning-Level Park and Facility Concepts.** Prepare up to two planning-level concept drawings for selected future parks or major facility improvements where additional definition is needed to support capital planning, prioritization, and cost estimating. Concepts will illustrate general program, spatial organization, major amenities, circulation, and potential improvements at a Master Plan level.

**Task 4.2 | Planning-Level Capital Cost Estimates.** Prepare planning-level capital cost estimates for the 10-year CIP, including land acquisition allowances and construction costs where applicable. Cost estimates will be based on available project information, planning-level quantities, recent comparable costs, and agreed assumptions rather than detailed design, engineering, or appraisal.

**Task 4.3 | Implementation and Funding Strategy.** Review known and potential capital funding sources and identify implementation considerations for the 10-year CIP. Evaluate potential funding sources such as Development Impact Fees, grants, partnerships, General Fund resources, CFDs, assessments, land dedication, and other applicable mechanisms. Clearly distinguish capital needs that may be attributable to future development from existing deficiencies and broader community priorities that will require other funding sources.

**Task 4.4 | Funding Strategy and CIP Technical Review.** Refine the 10-year CIP based on the concept plans, planning-level cost estimates, funding considerations, growth analysis, and CARD direction. Prepare a coordinated CIP that identifies project priorities, timing, planning-level costs, potential funding, and relationship to existing or future growth needs.

**Meetings:** One technical review meeting focused on concepts, costs, funding, and final CIP direction.

**Deliverables:** Selected planning-level concepts, planning-level CIP cost estimates, implementation and funding strategy, and refined minimum 10-year CIP.

**Phase 5: Master Plan Update, Review, and Finalization**
**Task 5.1 | Draft Master Plan Update.** Revise and reorganize the existing Master Plan to clearly present the planning framework, population and growth assumptions, existing and target LOS, service-area mapping, existing deficiencies, growth-related needs, broader community priorities, prioritization framework, minimum 10-year CIP, capital costs, selected concepts, and implementation strategy. The document will use maps, tables, diagrams, charts, and other graphics to clearly communicate the technical analysis and recommendations.

**Task 5.2 | Draft Master Plan Review.** Submit the coordinated draft Master Plan for CARD and City review. Conduct a review meeting to confirm revisions and resolve technical questions.

**Task 5.3 | Revisions and Final Master Plan.** Incorporate agreed consolidated comments and prepare the final updated Master Plan.

**Task 5.4 | Final Presentation.** Prepare for and participate in one final presentation to the CARD Board or other designated review body, if requested by CARD.

**Meetings:** One draft review meeting and one final presentation.

**Deliverables:** Draft updated Master Plan, response to consolidated comments, final updated Master Plan, and final presentation materials.

**FEE**
Professional Services Fee: $65,000
Reimbursable Expenses: Not to Exceed $3,000
Total Authorization: $68,000

**Team Responsibilities**

- **Confluence** will lead project management, technical and data review, inventory and classification reconciliation, population and land use analysis, LOS methodology and analysis, benchmarking, park and facility needs analysis, GIS and service-area gap analysis, growth-area analysis, capital project definition, prioritization, minimum 10-year CIP development, planning-level concepts, capital cost estimating, implementation and funding strategy, graphics, document revisions, and final Master Plan production.
- **CARD** will provide existing park and facility inventory and assessment information, community engagement results, GIS information, maintenance and asset data, capital project information, financial information, prior studies, development information, and policy direction. CARD will provide one consolidated set of comments at each review milestone.
- **City of Chico / Nexus Consultant** will provide direction regarding technical inputs needed for the City's DIF update and will lead final statutory nexus calculations, methodology, and required findings.

**Assumptions and Exclusions**

- The scope relies on CARD's existing park and facility inventory, detailed assessment and accessibility information, community engagement, GIS data, prior studies, maintenance information, financial information, and other supporting materials for Master Plan purposes.
- No new systemwide park inventory, detailed facility condition assessment, formal ADA compliance audit, playground safety inspection, land survey, demographic forecast, or new community survey or engagement process is included.
- Population and growth analysis will use City and CARD approved planning assumptions and available City, BCAG, development, and land use information.
- Planning-level concepts and cost estimates are intended to support Master Plan decision-making, prioritization, and funding analysis. They do not constitute schematic design, construction documents, engineering, permitting, land appraisal, or detailed feasibility analysis.
- The scope includes two formal consolidated review cycles.
- Formal Development Impact Fee Nexus Study preparation, statutory fee calculations, and legal opinions are not included.
- Additional services requested beyond the scope described above will be provided only upon written authorization by CARD.

**SCHEDULE**

The anticipated duration is approximately **3 to 4 months** following authorization and receipt of usable project data.

The schedule will prioritize development of a complete and technically supported Master Plan and will be coordinated with CARD and the City as appropriate.

- Month 1: Project initiation, data review, reconciliation, population and growth framework, LOS methodology, and GIS analysis.
- Months 1 to 2: LOS, benchmarking, needs analysis, service gap analysis, and initial CIP development.
- Months 2 to 3: CIP prioritization, selected concepts, capital cost estimating, implementation strategy, and draft Master Plan preparation.
- Months 3 to 4: CARD and City review, revisions, final Master Plan production, and final presentation.

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Concession Vendor Contract – Ramble West

## BACKGROUND

The Chico Bike Park is a six-acre facility on Humboldt Road, adjacent to Marsh Junior High School, developed by the District in partnership with Chico Velo on land transferred to CARD by the City of Chico. The track is complete, remaining site work is underway, and the park is expected to open early in 2027.

The park was designed from the start to be more than a place to ride. The site plan includes a food and beverage concession area alongside the pavilion and picnic shelters, intended to give families and spectators a reason to stay, generate revenue that offsets operating costs, and support the park's role as a regional destination.

Staff has negotiated a concession lease with Chico Creek Brewing, LLC ("Ramble West Brewing Company") to operate that space. Staff benchmarked the proposed arrangement against nearly 30 concession and third-party operating agreements at other public and private agencies, with Chico State identified as the closest structural analog.

## DISCUSSION

Ramble West would lease exclusive space in the concession building, share seating and certain equipment with Lovebird and food truck operators, and hold the exclusive right to book the food truck spaces. CARD retains the right to rent the entire event space for private events and keeps those rental fees, along with control of park access, safety, and maintenance of the building structure and grounds. Ramble West is responsible for its premises, staff, permits, and ABC licensing, and any expansion of alcohol uses, or licensed boundaries requires CARD approval.

The initial term is twelve months. Ramble West may request one five-year extension, which takes effect only if the parties sign an amendment setting new terms before expiration; staff anticipates returning any extension to the Board. Rent is the greater of $10,000 or 15 percent of gross revenue, plus utility and garbage fees, paid in a single payment with a certified

accounting within 30 days after the term ends. CARD has audit rights, and the lease requires $2,000,000 in both general liability and liquor liability coverage with CARD as additional insured.

## FISCAL IMPACT

The lease guarantees the District a minimum of $10,000 in rent for the initial twelve-month term, with additional revenue if 15 percent of Ramble West's gross revenue exceeds that amount, plus recovery of utility and garbage costs under Exhibit B. Because payment is due after the term ends, first-year rent will be received in FY 2027-28. CARD also retains all revenue from private rentals of the event space. The lease does not obligate the District to fund tenant improvements or equipment.

## RECOMMENDATION

Staff recommends that the Board of Directors approve the Retail Lease with Ramble West Brewing Company, for concession, and food truck area at the Chico Bike Park, and authorize the General Manager to finalize the remaining exhibits and open terms consistent with this report, and to execute the lease, in a form approved by District Counsel, together with all related documents necessary to implement it.

# Retail Lease for Concessions Building and Food Truck Operations

This Retail Lease (Lease) is entered into as of _____ by CHICO AREA RECREATION AND PARK DISTRICT, a California recreation and park district (CARD or Landlord), and CHICO CREEK BREWING, LLC, a California limited liability company doing business as RAMBLE WEST BREWING COMPANY (Tenant or Ramble West).

CARD controls the site commonly known as Chico Bike Park in Chico, California. Tenant desires to operate a beer garden, concessions and food truck area at the site in coordination with CARD and Rebecca Turri doing business as Lovebird Coffee Company (Lovebird). The parties agree as follows.

## 1 Premises and rights granted

**1.1 Site.** The Site is the building and associated outdoor event, seating and food truck areas shown on Exhibit A. The surrounding bike park is not leased to Tenant.

**1.2 Exclusive Premises.** CARD leases to Tenant the areas identified in Exhibit A as “Leased Premises - Ramble West” (Exclusive Premises). The exhibit legend depicts those areas with red or orange outlines and a peach fill. The delineated boundaries, rather than approximate area or room names, govern. Tenant's possession is subject to CARD's reserved private event, access and safety rights under this Lease.

**1.3 Shared Areas.** Tenant has a nonexclusive right to use the areas identified in Exhibit A as “Shared Areas,” depicted with orange outlines and a pale-yellow fill, with Lovebird, authorized food truck operators, patrons and other persons authorized by CARD. Tenant shall not appropriate shared tables, circulation, storage or equipment for exclusive use except as approved in the House Rules. The right to use Shared Areas is appurtenant to this Lease and ends with it.

**1.4 Lovebird Areas.** The areas identified as “Leased Premises - Lovebird,” depicted with blue outlines and fill, are excluded from Tenant's Exclusive Premises. Tenant has no right to enter, use, license or rent those areas without separate written authorization. This Lease creates no contractual obligation of Lovebird; CARD shall address Lovebird's obligations in a separate agreement.

**1.5 Food Truck Areas.** Tenant has the exclusive commercial right to schedule and rent the designated Food Truck Areas to food truck operators, subject to Section 7 and CARD's reserved rights under Section 8. This right does not grant exclusive possession of all Shared Areas.

**1.6 Final exhibit.** Exhibit A is provisional. Before execution, the parties shall attach and initial a final diagram with clear exclusive, shared and food truck boundaries. Later changes to those boundaries require a signed amendment. CARD may reasonably manage access and circulation without materially changing the rights granted, except as expressly reserved herein. No representation is made concerning square footage.

## 2 Initial term and possession

**2.1 Term.** The initial term is twelve consecutive months beginning on the date Tenant first enters occupancy of the Site and ending at 11:59 p.m. on the day immediately preceding the first anniversary of the first occupancy date, unless earlier terminated under this Lease. The parties shall confirm the date of first occupancy in writing. Approved early access does not constitute occupancy. There is no automatic extension.

**2.2 Delivery.** CARD shall deliver the Exclusive Premises vacant of other occupants, with access to the Shared Areas, in the condition described in Exhibit D. Tenant shall not open until the required permits, insurance and approved House Rules are in place. Failure to obtain Tenant's operational permits does not postpone commencement unless the parties agree in writing.

**2.3 [Intentionally Omitted]**

**2.4 Early access.** Any early access requires CARD's written consent and is subject to this Lease's insurance, indemnity, safety and permit requirements. Early access does not authorize public operations or change the term or payment dates unless agreed in writing.

## 3 Initial annual rent and accounting

**3.1 Rent.** For the initial twelve-month term, Tenant shall pay annual rent equal to the GREATER of (a) TEN THOUSAND DOLLARS ($10,000.00) or (b) fifteen percent (15%) of Gross Revenue from Tenant's operations at the Site during that term (Annual Rent). The $10,000 amount is a minimum, not an amount added to the percentage calculation.

**3.2 Due date.** Annual Rent and the accounting required by Section 3.6 are due and payable no later than thirty (30) calendar days after expiration of the initial twelve-month term. No monthly or quarterly installment of those amounts is required during that term. Their payment and reporting obligations survive expiration and surrender. Other monetary obligations are due as expressly stated in this Lease. The Utility Fee and Garbage Fee under Section 4,shall be due and payable as stated in Exhibit B.

**3.3 Gross Revenue.** Gross Revenue means all revenue earned from Tenant's operations at the Site during the applicable period, whether received by Tenant or by an affiliate, agent or concessionaire conducting operations for Tenant, and whether paid in cash, by credit, electronically or through another channel. It includes beer and other beverage sales; concession, food and merchandise sales; food truck rental, license, participation and utility reimbursement fees; commissions and revenue shares; event service and catering charges; admission and entertainment receipts; sponsorship revenue attributable to the Site; and other consideration attributable to Tenant's Site operations. Credit sales are included when earned, and off-site payment or ordering does not exclude a transaction fulfilled at the Site. Receipts shall be counted only once. Bundled transactions shall be allocated to Site operations on a reasonable, documented and consistently applied basis.

**3.4 Exclusions.** Gross Revenue excludes separately stated sales and use taxes collected and remitted to a taxing authority; voluntary gratuities actually distributed to employees; actual refunds and credits for transactions previously included; refundable security deposits until applied to a charge; proceeds of loans or capital contributions; and transfers of inventory between Tenant's locations that are not sales. Gift cards are included when redeemed at the Site, and amounts otherwise recognized as revenue attributable to the Site shall not escape inclusion. No deduction is allowed for cost of goods, payroll, credit card processing,

commissions paid, rent, utilities, garbage, discounts not actually granted or other operating expenses.

**3.5 Independent operations and CARD revenue.** Gross Revenue excludes Lovebird's independent sales and independent food truck operators' own sales to their customers, except for fees, commissions or revenue shares earned by Tenant. It also excludes facility rental charges earned and retained by CARD under Section 8 and Tenant revenue from other locations unrelated to the Site.

**3.6 Certified accounting.** By the due date, Tenant shall provide an accounting showing Gross Revenue by month and category, each exclusion, food truck and event income, the percentage calculation, the minimum rent comparison and the amount payable. A manager or authorized officer of Tenant shall sign a certification that the accounting is complete and accurate after reasonable inquiry. Include point-of-sale summaries, food truck fee schedules and a reconciliation to Site deposit and sales tax records. CARD may reasonably request supporting records without requiring unrelated customer payment-card data.

**3.7 Books and audit.** Tenant shall use records capable of separately identifying Site activity, record all sales and receipts, and retain supporting books, point-of-sale data, invoices, fee agreements, tax reports and reconciliations for at least four years after the applicable period, and longer while a timely raised dispute remains unresolved. On ten business days' written notice, CARD or its accountant may inspect and copy relevant records during reasonable business hours, including after termination. CARD shall use reasonable measures to protect sensitive information, subject to Section 25. Tenant shall require operators conducting business for Tenant to supply necessary records.

**3.8 Adjustments.** An accounting or audit deficiency shall be paid within thirty days after a documented written demand. Tenant may contest an adjustment in writing but shall timely pay undisputed amounts. CARD shall refund an overpayment within thirty days after agreement or final determination. CARD bears audit costs unless an audit establishes an understatement exceeding five percent of actual Gross Revenue for the period or intentional concealment, in which case Tenant shall reimburse reasonable audit costs within thirty days after demand. Payment does not waive audit rights.

**3.9 Shortened initial term.** If the initial term ends early under this Lease, accrued rent and fees and the certified accounting are due within thirty days after termination. For the elapsed term, rent is the greater of the $10,000 minimum prorated by elapsed days over days in the scheduled initial term, or 15% of actual Gross Revenue during the elapsed term. Fixed annual utility and garbage fees shall be prorated on the same basis; actual-cost charges cover the elapsed period. This accounting does not limit lawful damages resulting from a default and shall not permit duplicate recovery.

## 4 Utility Fee and Garbage Fee

**4.1 Fees.** In addition to Annual Rent, Tenant shall pay a Utility Fee and a Garbage Fee assessed by CARD as described in Exhibit B. The Utility fee and Garbage Fee shall be calculated based on the actual cost to CARD and allocated according to the formulas described in Exhibit B.

**4.2 [*Intentionally Omitted*]**

**4.3 Documentation and tenant protections.** Before execution CARD shall separately provide Tenant a written notice of its right, upon written request, to inspect supporting documentation of the building operating costs used to calculate these fees. CARD shall furnish that documentation within thirty days after a written request and, if Tenant qualifies for protections under Civil Code section 1950.9, before charging covered costs. Documentation shall include dated, itemized service quotes, contracts, receipts or invoices, an allocation tabulation, and CARD's signed and dated attestation of accuracy. Covered costs shall be incurred within the preceding eighteen months or reasonably expected within the following twelve months. No provision waives applicable qualified commercial tenant protections.

**4.4 [*Intentionally Omitted*]**

**4.5 Changes and interruptions.** Tenant shall obtain approval before installing equipment that materially increases utility demand or using food truck connections not designated for that purpose. CARD may interrupt services as reasonably necessary for repairs, emergencies or provider outages and shall reasonably minimize disruption. Rent relief, if any, is governed by Section 17; no utility charge is due for a service not furnished if charged on actual cost.

## 5 Conditional five-year extension

**5.1 Conditional right.** Tenant has one right to request an extension for five consecutive years beginning immediately after the initial expiration date. It is expressly conditioned on (a) timely notice, (b) no uncured material default after applicable notice and cure periods when notice is given or the extension begins, and (c) execution before expiration of a written amendment fixing all extension rent and fees, including amounts or formulas, adjustment provisions and payment dates, with any required CARD approval.

**5.2 Procedure.** Tenant shall give written notice of its election to pursue the extension at least 120 days before expiration. The parties shall negotiate rent and fees in good faith and seek to sign the amendment at least 90 days before expiration. The right is personal to Chico Creek Brewing, LLC, unless CARD expressly consents to transfer of it. All other terms continue during an agreed extension except as amended. The initial term's accounting and charges remain due despite an extension.

**5.3 Failure to agree.** Notice alone does not extend the Lease. If the parties do not sign the required amendment before expiration, this Lease ends on the expiration date, absent another signed agreement. Neither party is obligated to accept the other's proposed economic terms, and no appraisal, arbitration, automatic carryover rate or judicial rent-setting mechanism is agreed. No further renewal right is granted.

## 6 Permitted use and operations

**6.1 Use.** Tenant shall use the Exclusive Premises and its authorized Shared Areas solely for operation of a beverage and concession service, related retail sales and the scheduling and licensing of food trucks under the trade name Ramble West Brewing Company. Brewing or other manufacturing, off-site distribution, expanded alcohol categories and other uses require CARD's prior written approval and all necessary permits. Tenant may set its ordinary retail prices; CARD sets facility rental prices under Section 8.

**6.2 Law and permits.** Tenant shall obtain and maintain at its expense all licenses and approvals for its operations, including applicable ABC licensing, seller's permits, health approvals and business permissions. Tenant shall comply with laws, permit conditions,

accessibility requirements, fire and occupancy limits and CARD's lawful park rules. CARD's consent as landlord is not an ABC license, land use approval or waiver of another agency's requirements. Tenant shall provide copies on request and immediately notify CARD of suspension, revocation or a material enforcement notice.

**6.3 Alcohol controls.** No alcohol sale, service, storage or consumption is authorized outside permitted licensed boundaries or hours. Tenant shall remain responsible for legally required control of its licensed premises, age verification, refusal of unlawful service, required server training and prevention of removal to prohibited park areas. CARD's private-event rights remain subject to ABC restrictions. Another vendor may not operate under Tenant's license merely because CARD approves an event. Tenant shall cooperate in obtaining approved event arrangements without surrendering legally required control. Tenant shall not establish, expand, or modify its ABC licensed-premises boundaries without CARD's prior written approval. Any inclusion of Shared Areas within the licensed premises must be expressly approved by CARD and must remain consistent with the authorized public and shared uses of those areas.

**6.4 Hours and conduct.** Minimum public operating days and hours are contained in the attached Schedule as shown in Exhibit C to this Agreement. Tenant shall operate during the approved schedule except for authorized closures, private events or circumstances excused by this Lease. Tenant shall not create a nuisance or allow excessive noise, smoke, odors, disorder, unsafe crowding or obstruction of park access. Music, amplified sound, signs, outdoor displays and changes to operating hours require CARD's written approval and any permits. Tenant shall manage customer queues and protect bicycle and pedestrian circulation.

**6.5 Employees and security.** Tenant is solely responsible for its personnel, compensation, taxes and training. Tenant shall provide operational supervision and security appropriate to its business and approved events. CARD does not undertake to guard Tenant's inventory, proceeds or equipment. Tenant shall promptly report hazards and incidents affecting the Site and cooperate with reasonable incident investigation.

## 7 Food truck operations and exclusive booking authority

**7.1 Authority.** Subject to this Lease, Tenant alone may commercially book and license the designated Food Truck Areas, select operators, coordinate schedules and set operator space fees. CARD shall not independently license those spaces during the term and shall reserve Tenant's booking authority in its agreement with Lovebird, except that CARD may reserve their use as part of an entire-space private event under Section 8. CARD retains approval of site layout, safety standards and the form of operator agreement, and may exclude an operator for documented legal, permit, insurance, safety or material rules violations. CARD does not thereby assume management of Tenant's vendor business.

**7.2 Operator agreements.** Each operator shall sign a written agreement with Tenant using a form approved by CARD before operating. Each agreement shall identify its space and schedule and require compliance with permits, House Rules, cleanup, wastewater and grease controls, insurance and applicable alcohol restrictions; acknowledge CARD's event reservation rights; prohibit further transfers; and terminate no later than this Lease ends. Operator rights are subordinate to this Lease and do not create a direct tenancy with CARD or an interest in Lovebird's exclusive areas. The food truck authority expressly permitted here is an exception to Section 16's transfer restrictions.

**7.3 Responsibility and revenue.** Tenant shall collect and report all operator fees and revenue shares as Gross Revenue, keep a current roster and booking calendar, and provide agreements, permits and insurance evidence to CARD on request. Any revenue earned by food trucks operated by Tenant or an affiliated Tenant business on the Premises shall be reported as Gross Revenue. Tenant shall require permits and insurance before admitting an operator and enforce its agreements. Food trucks shall use only approved connections, keep emergency routes open, and remove waste and equipment as required. Tenant remains responsible to CARD for its administration of the program and compliance with this Lease; independent operators remain responsible for their own businesses.

**7.4 Private-event coordination.** CARD shall coordinate food truck participation through Tenant, which shall make reasonable efforts to procure requested operators on terms acceptable to those operators. Reservation of the space does not authorize CARD to promise an operator's services or require Tenant or an operator to provide uncompensated services. Any Tenant fee earned in connection with an event is included in Gross Revenue.

## 8 CARD private events and reserved use

**8.1 Reserved right.** CARD may reserve and rent the entire Site event space for private events, including Shared Areas, Food Truck Areas and Tenant's Exclusive Premises, and may temporarily exclude general public operations during approved setup, event and cleanup times. This reservation is an express limitation on Tenant's exclusive possession and food truck booking rights. CARD's rights to include Lovebird's exclusive areas must be secured in Lovebird's separate lease. Public areas of the surrounding park are included only as CARD separately authorizes.

**8.2 Rates and receipts.** CARD alone establishes facility rental rates, deposits, cancellation policies and rental conditions, enters into the facility rental contract, and collects and retains those facility charges. Tenant shall not independently rent the entire space or represent that it can bind CARD. Tenant shall refer facility inquiries to CARD. Tenant may separately contract for permitted beverage, concession, staffing or vendor coordination services, with its charges and responsibilities disclosed to CARD and the renter before confirmation.

**8.3 Scheduling.** CARD shall maintain a master event calendar and consult with Tenant and Lovebird about operations. CARD shall provide Tenant at least 90 days' written notice stating reserved areas, dates, setup and cleanup times, access and services. A shorter period requires Tenant's written agreement, except for emergency closures under Section 9. Tenant shall promptly disclose existing approved vendor commitments. CARD shall use reasonable efforts to avoid unnecessary disruption, but ordinary food truck bookings must be made subject to CARD's reserved rights.

**8.4 Access and inventory.** Tenant shall provide reasonable access to the reserved space and refrain from conflicting public operations during the reserved period. Before each event CARD and Tenant shall identify locked storage and inventory areas and any equipment available to the renter. No renter may use or consume Tenant's inventory, operate its equipment or enter secured storage without Tenant's written consent. Any needed service access to a licensed alcohol area shall comply with ABC requirements. Rental of the space alone imposes no duty on Tenant to staff, sell, cater or release its license.

**8.5 CARD’s Event responsibilities.** CARD's rental agreement shall address event insurance, security, attendance, cleaning, damage and permitted use. A written event plan shall allocate

restroom and shared-area cleaning, garbage, incremental utilities, setup, restoration and vendor services among CARD, the renter and participating tenants. Tenant is responsible for its own event services and persons under its direction. Costs recovered from a renter shall not also be assessed to Tenant. CARD shall arrange return of the space to substantially its pre-event condition and pursue renter-caused damage under its rental agreement; Tenant-caused damage is governed by Section 10.

**8.6 Rent treatment.** Tenant accepts reasonable private-event use reserved by this section. Such use does not extend the term or reduce the $10,000 minimum rent; percentage rent reflects actual Gross Revenue. CARD's facility receipts are excluded, and Tenant's event service revenue is included. A separately negotiated event agreement may provide a specific credit but does not amend future rental rights without an express signed amendment.

## 9 Shared Areas and House Rules

**9.1 Rules before opening.** Tenant shall develop written House Rules for the Shared Areas and food truck operations and submit them to CARD for approval before public operations begin. Tenant shall obtain each food truck operator's agreement to follow them. Amendments require CARD's written approval and the tenant signatures required by their respective agreements. House Rules cannot amend rent, fees, boundaries, CARD's event rights or other Lease provisions.

**9.2 Required subjects.** House Rules shall address shared seating and customer circulation; deliveries and vendor scheduling; refrigeration, scullery, sinks and shared equipment; cleaning and restroom responsibility; garbage, recycling, grease and wastewater; storage and inventory separation; alcohol boundaries and supervision; hours, noise and security; keys and access; emergency procedures; event setup and restoration; and a procedure for reporting and resolving conflicts. Tenant may not use House Rules to charge Lovebird new fees or displace the Lovebird’s granted rights without separate written agreement.

**9.3 Disputes and interim directions.** Tenant shall first seek prompt resolution with Lovebird and notify CARD if a material issue remains. CARD may issue reasonable interim operational directions necessary for safety, sanitation, access and orderly shared use, consistent with the leases and law. Tenant shall comply pending resolution. CARD shall arrange corresponding obligations through Lovebird's separate agreement; this Lease does not bind Lovebird or guarantee its performance.

**9.4 CARD management.** CARD retains control of park access, public safety, emergencies and necessary maintenance. It may close areas for emergencies or necessary repairs and shall reasonably minimize operational disruption. Tenant may not block required access, change locks or reserve Shared Areas beyond authorized uses. CARD's entry for inspection or repairs requires reasonable advance notice, ordinarily at least twenty-four hours, except for emergencies, approved events or Tenant's consent. Entries shall reasonably protect Tenant's property and licensed alcohol controls.

## 10 Condition maintenance and alterations

**10.1 Condition and equipment.** Before possession the parties shall document condition, equipment ownership, existing deficiencies and work commitments in Exhibit D. Except for express obligations in this Lease, CARD makes no representation that the Site is suited to Tenant's particular business or that a particular license will issue. Acceptance of possession does not waive an express CARD obligation or a nonwaivable legal duty.

**10.2 CARD responsibilities.** CARD shall maintain the building roof, foundation, structural walls and base building utility systems, except Tenant's equipment and improvements. CARD shall maintain park grounds outside the leased operational areas. Responsibility for specific shared equipment, restroom servicing and Shared Area cleaning shall be stated in Exhibit D and approved House Rules. CARD shall undertake repairs within a reasonable period after notice, sooner for urgent hazards. These responsibilities do not create an additional general operating expense charge.

**10.3 Tenant responsibilities.** Tenant shall maintain its Exclusive Premises, interior finishes, trade fixtures, equipment and installations in clean, sanitary and safe condition, promptly remove its waste, and perform its allocated shared cleaning and routine maintenance. Tenant shall repair damage caused by its breach, negligence or willful misconduct or that of its personnel or operators under its direction. Mere presence of a customer or independent event attendee does not alone make Tenant liable for that person's acts. Tenant shall promptly report building and shared-system defects and avoid unsafe use.

**10.4 Work and liens.** Tenant shall obtain CARD's written approval of plans, materials, contractors and equipment before making alterations or utility connections. The approval shall state ownership and removal obligations; absent another agreement, permanent improvements become CARD's property upon installation, and removable trade fixtures remain Tenant's property. Tenant pays for its approved work, obtains permits and complies with applicable building, accessibility, public works and prevailing wage requirements, if any. CARD approval is not a promise to finance the work or a determination that those requirements do not apply. Tenant shall prevent liens attributable to its work and promptly discharge or lawfully secure their release.

**10.5 Failure to maintain.** After written notice and ten days to cure, or longer if reasonably necessary and diligently pursued, CARD may perform Tenant's required maintenance and recover reasonable documented costs within thirty days after invoice. CARD may act immediately for an imminent hazard. This right supplements lawful remedies and does not authorize forcible repossession.

## 11 Accessibility inspection and allocation

**11.1 Disclosure.** CARD states that the Premises HAVE NOT undergone inspection by a Certified Access Specialist (CASp) by CARD. CARD shall furnish reports and certificates within applicable statutory periods and give Tenant the required opportunity for review before execution. No acknowledgment of receipt shall be signed until actual delivery.

**11.2 Required notice where no certificate has issued.** “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

**11.3 Work allocation.** CARD is responsible for preexisting structural and Shared Area accessibility corrections except as specifically allocated in a signed Exhibit D. Tenant is responsible for accessibility compliance of its operations, furniture placement and alterations, including work triggered by its particular alterations or use. This allocation is between the parties and does not limit rights of third parties or either party's statutory obligations. Any CASp report confidentiality requirement applies only to the extent consistent with law and Section 25.

## 12 Insurance

**12.1 Coverage.** Before access and throughout occupancy and operations, Tenant shall maintain commercial general liability insurance including products and completed operations with limits of at least $2,000,000 per occurrence and $4,000,000 aggregate; liquor liability covering its alcohol operations with at least $2,000,000 per occurrence; statutory workers' compensation and employers' liability of at least $1,000,000; commercial automobile liability of at least $1,000,000 combined single limit if vehicles are used in the operations; and property coverage for Tenant's equipment, inventory and improvements at replacement cost. Tenant bears its deductibles.

**12.2 Evidence and endorsements.** Tenant shall provide certificates and actual endorsements naming CARD and its directors, officers, employees and agents as additional insureds on general and liquor liability for liability arising from Tenant's operations, to the extent commercially available. Coverage shall be primary and noncontributory to CARD's insurance or self-insurance. Tenant shall obtain insurer notice of cancellation to the extent available and independently notify CARD promptly upon learning of cancellation, material reduction or nonrenewal. Insurance shall not limit indemnity or excuse compliance. CARD may review the policies relevant to these requirements.

**12.3 Operators and events.** Tenant shall require each food truck operator to maintain general liability including products coverage of at least $1,000,000 per occurrence and $2,000,000 aggregate, legally required automobile and workers' compensation coverage, and liquor liability if authorized alcohol operations occur. Operator agreements shall require additional insured protection for CARD and Tenant as appropriate. CARD separately sets insurance requirements for private-event renters. Tenant's insurance covers its own services at such events.

**12.4 Failure and property losses.** Tenant shall immediately suspend any activity requiring unavailable insurance until coverage is restored. Failure to maintain coverage is subject to Section 19 and is not excused by CARD's failure to request evidence. Each party shall obtain a waiver of subrogation for covered property losses to the extent available without invalidating coverage; each releases the other to the extent such loss is actually insured and the release is permitted by the policy. No waiver applies to uninsured liability or overrides nonwaivable law.

## 13 Indemnity and liability

**13.1 Tenant indemnity.** To the extent permitted by law, Tenant shall indemnify, defend with counsel reasonably acceptable to CARD, and hold harmless CARD and its directors, officers, employees and agents from third-party claims, liabilities, damages and reasonable defense costs arising out of Tenant's operations, alcohol service, breach, negligence or willful misconduct, or those of persons acting for it, including its administration of food truck agreements. This obligation does not extend to the extent a claim results from the negligence or willful misconduct of CARD or the indemnified person. It does not make Tenant the insurer of Lovebird's independent operations or CARD's independent event activities.

**13.2 Allocation and notice.** CARD shall promptly tender covered claims and reasonably cooperate in the defense. No settlement may impose an admission, nonmonetary duty or unreimbursed payment on CARD without its written consent. The parties shall equitably allocate defense costs where claims concern both covered and excluded conduct. Indemnity survives termination for occurrences during the Lease or Tenant's occupancy.

**13.3 Limitations.** Neither party is liable to the other for speculative lost profits or consequential damages except to the extent included in a covered third-party indemnity claim or caused by fraud or willful misconduct. No clause releases liability that cannot lawfully be released. CARD retains statutory immunities and applicable claims-presentation defenses; no individual CARD official assumes personal liability under this Lease.

## 14 Taxes and possessory interest notice

**14.1 Notice.** This Lease may create a possessory interest subject to property taxation. Tenant, as the party in whom the possessory interest is vested, may be subject to payment of property taxes levied on that interest. Tenant shall pay taxes lawfully assessed on its possessory interest, business, sales, equipment, trade fixtures and personal property before delinquency. CARD's public status does not represent that Tenant's interest is tax-exempt.

**14.2 Cooperation.** Tenant shall reasonably cooperate with CARD and the assessor concerning required reporting of the Lease, extensions and operator arrangements. CARD remains responsible for reports the law imposes on it. Tenant may contest its assessment at its expense without exposing CARD or the property to an avoidable lien or penalty. No general reimbursement of CARD's property taxes is required except as expressly stated herein.

## 15 [*Intentionally Omitted*]

## 16 Assignment and other occupancy

Tenant shall not assign, pledge or encumber this Lease, sublet its Exclusive Premises, grant permanent occupancy rights or transfer control of Tenant without CARD's prior written consent. Transfer of a majority of voting or controlling membership interests, by one transaction or related transactions, is a transfer for this purpose. CARD shall reasonably consider the proposed transferee's finances, operating experience, permits, insurance and ability to satisfy this Lease's public park and shared-use requirements. Authorized food truck agreements under Section 7 and CARD rentals under Section 8 do not require separate transfer consent. No consent releases Tenant from liability unless CARD expressly agrees in writing. No operator agreement survives termination without CARD's express written assumption.

## 17 Casualty interruption and condemnation

**17.1 Damage.** Tenant shall promptly report casualty or material loss of essential access or services. CARD shall notify Tenant within thirty days whether CARD will restore damage to the base building and estimate the time. CARD may terminate if restoration cannot reasonably be completed within ninety days, the remaining term is shorter than restoration, or adequate restoration funding is unavailable. Tenant may terminate if the permitted use is materially prevented and CARD elects not to restore or restoration is not substantially completed within ninety days after casualty, except for delay Tenant causes. Termination requires written notice.

**17.2 Rent relief.** During material inability to operate caused by casualty or an essential access or service interruption not caused by Tenant, the daily portion of the minimum rent is reduced in reasonable proportion to the impairment; percentage rent remains based on actual Gross

Revenue. Fixed utility and garbage fees shall be adjusted for services materially not furnished; actual-cost fees reflect actual allocable costs. Ordinary private events are governed by Section 8, rather than this abatement provision. Tenant shall restore its own property and improvements required for renewed operations. No business success or revenue level is guaranteed.

**17.3 Taking.** A taking that materially prevents the permitted use allows either party to terminate by written notice effective when possession is taken. Otherwise the parties shall reasonably adjust the minimum rent and fixed fees to reflect impairment, with percentage rent calculated on actual Gross Revenue. CARD receives awards for its property interest; Tenant may pursue a separate award for its own removable property or relocation rights that does not diminish CARD's award. Final accrued accounting is governed by Section 3.9.

## 18 Surrender and holding over

**18.1 Surrender.** At expiration or termination, Tenant shall vacate, return keys, remove its inventory and removable trade fixtures, remove other improvements only as required by an approved work agreement, repair removal damage, and leave the Exclusive Premises clean and in substantially the delivered condition, ordinary wear and casualty damage allocated to CARD excepted. Tenant shall terminate operator occupancy and restore the Food Truck Areas. Abandoned property shall be handled under applicable law.

**18.2 Holdover.** Continued possession does not exercise the extension. With CARD's written consent, a holdover is a month-to-month tenancy subject to this Lease except for the extension right. Without consent, CARD may pursue lawful possession remedies. HOLDOVER RATE: SUBJECT TO APPLICABLE NOTICE REQUIREMENTS, THE GREATER OF 300% OF THE INITIAL MONTHLY MINIMUM ($2,500) OR 15% OF MONTHLY GROSS REVENUE, PLUS DOCUMENTED UTILITY AND GARBAGE FEES UNDER THE EXISTING FORMULA. Holdover rent and accounting are due thirty days after each holdover month; a partial month minimum is prorated. Statutory notice requirements, including any qualified commercial tenant protections, control over inconsistent provisions. CARD's receipt of accrued initial-term rent after expiration does not itself consent to holdover.

## 19 Defaults and remedies

**19.1 Monetary and reporting defaults.** Failure to pay an amount when due or deliver a required accounting is a default if not cured within ten calendar days after written notice identifying the failure. CARD's notice shall identify the sum or missing records with reasonable detail. This contractual cure period does not eliminate statutory notice or service requirements for recovery of possession.

**19.2 Other defaults.** Failure to perform another material covenant is a default if not cured within thirty days after written notice. If cure reasonably requires longer, Tenant shall commence within that period and diligently complete it, provided lawful and safe interim operation is possible. Loss of permits or insurance requires immediate suspension of the affected activity; imminent hazards may require immediate protective action. Materially false certified revenue reporting, unauthorized transfers or abandonment are breaches subject to legally required procedures and any cure rights applicable to the breach.

**19.3 CARD remedies.** After an uncured default CARD may terminate by lawful notice, recover possession through lawful procedures, recover accrued charges and legally recoverable damages, enforce reporting and audit obligations, or seek appropriate equitable relief. Damages are subject to applicable mitigation requirements and shall not duplicate rent,

insurance proceeds or other recovery. No remedy authorizes unlawful self-help or automatic acceleration of unknown future Gross Revenue.

**19.4 CARD default.** Tenant shall give written notice of a material CARD breach and thirty days to cure, with additional reasonable time if CARD timely begins and diligently completes a cure requiring longer. This provision does not excuse urgent safety duties or alter applicable statutory claim-presentation requirements. Tenant may pursue lawful relief after uncured breach, subject to this Lease's limitations.

**19.5 Interest.** Undisputed monetary obligations unpaid more than ten days after written delinquency notice bear simple interest from the original due date at the lesser of 7% annually or the lawful maximum. No separate percentage late charge is imposed. Interest and collection rights do not excuse nonperformance.

## 20 Notices

Lease notices shall be written and delivered personally, by nationally recognized overnight courier with delivery confirmation, or by certified mail, return receipt requested, to the addresses below. Personal notice is effective upon delivery; courier or mail notice is effective upon documented delivery or refusal. Either party may change its address by written notice. Routine scheduling and operational approvals may be by confirmed email to designated contacts, but email alone does not suffice for extension elections, default notices, termination or amendments unless expressly agreed in a signed writing. Statutory notices shall be served as law requires.

CARD: Chico Area Recreation and Park District,
Attention: Annabel Grimm, General Manager
545 Vallombrosa Avenue, Chico, CA 95926.
Operational email:_____

Tenant: Chico Creek Brewing, LLC DBA Ramble West Brewing
Attention:_____
Mailing Address:_____
Operational email:_____
Telephone:_____

## 21 Authority and public agency requirements

This Lease binds CARD only after all required board or delegated approvals and execution by an authorized representative. Tenant shall provide reasonable evidence of LLC status and signatory authority. Lease approval does not waive zoning, health, ABC, fire, building, environmental or other regulatory requirements. Tenant shall comply with applicable nondiscrimination laws in employment, public accommodation and services. Nothing obligates CARD to act beyond its lawful powers, violate title or funding restrictions or surrender regulatory authority.

## 22 Quiet possession and relationship

Subject to this Lease's reserved uses and access rights, CARD shall not materially interfere with Tenant's lawful enjoyment while Tenant performs its obligations. Tenant is an independent operator. Percentage rent does not create a partnership, joint venture, employment, franchise or agency relationship. Tenant cannot bind CARD, and no exclusivity against other park businesses is granted beyond the expressly stated Premises and Food Truck Areas rights. No restriction on Tenant's off-site business is imposed.

## 23 Estoppel and recording

Upon reasonable written request, Tenant shall within fifteen business days provide a truthful statement identifying the term, amendments, amounts paid, known defaults and extension status. Failure to reply does not conclusively establish inaccurate facts or authorize CARD to sign for Tenant. Tenant shall not record this Lease or a memorandum without CARD's prior written consent.

## 24 Force majeure

A party's nonmonetary performance is excused to the extent prevented by events beyond its reasonable control, without its fault, including disaster or governmental closure. The affected party shall promptly notify the other, mitigate reasonably and resume performance. Financial inability is not an excuse. This section does not extend the term or an extension election deadline, excuse accounting for actual activity, or waive accrued payments. Abatement or termination for casualty and material interruption is governed by Section 17.

## 25 Public records

Tenant acknowledges that this Lease, revenue reports and other materials submitted to CARD may be public records. Tenant may identify particular information claimed to be protected and state the legal basis, but CARD makes no blanket confidentiality promise. CARD shall determine its disclosure obligations under applicable law and, when legally permissible and reasonably practicable, notify Tenant before disclosing specifically identified sensitive material. CARD shall not promise to withhold a record required to be disclosed. Tenant shall avoid providing unnecessary customer or employee personal information.

## 26 General provisions

This Lease and its signed exhibits constitute the entire agreement concerning the rights granted and supersede prior discussions. Amendments require writings signed by authorized representatives and required CARD approval. House Rules and event plans may implement, but cannot amend, the Lease. If provisions conflict, the Lease controls over House Rules and operational plans; specific signed amendments control the provisions amended. Neither delay nor acceptance of a particular payment waives another breach; waivers must be written. Invalid provisions are severable to the extent the remaining bargain can lawfully operate. Remedies are cumulative without double recovery. Time is of the essence for expressly stated payment, reporting and extension deadlines. California law governs, and venue lies in a court of competent jurisdiction in Butte County, subject to mandatory law. The prevailing party in an action to enforce or interpret this Lease may recover reasonable attorney fees and costs as allowed by law. Successors are bound subject to transfer restrictions. Counterparts and legally valid electronic signatures are effective. Accrued payment, accounting, audit, tax, indemnity and surrender obligations survive as necessary to enforce them.

**27 Execution**

The parties execute this Lease, including Exhibits A, B, C, and D through their authorized representatives. The initial term remains the twelve-month period stated in Section 2.

**LANDLORD**

CHICO AREA RECREATION AND PARK DISTRICT

A California recreation and park district

By: _____

Annabel Grimm, General Manager

Date: _____

**TENANT**

CHICO CREEK BREWING, LLC

A California limited liability company

Doing business as Ramble West Brewing Company

By: _____

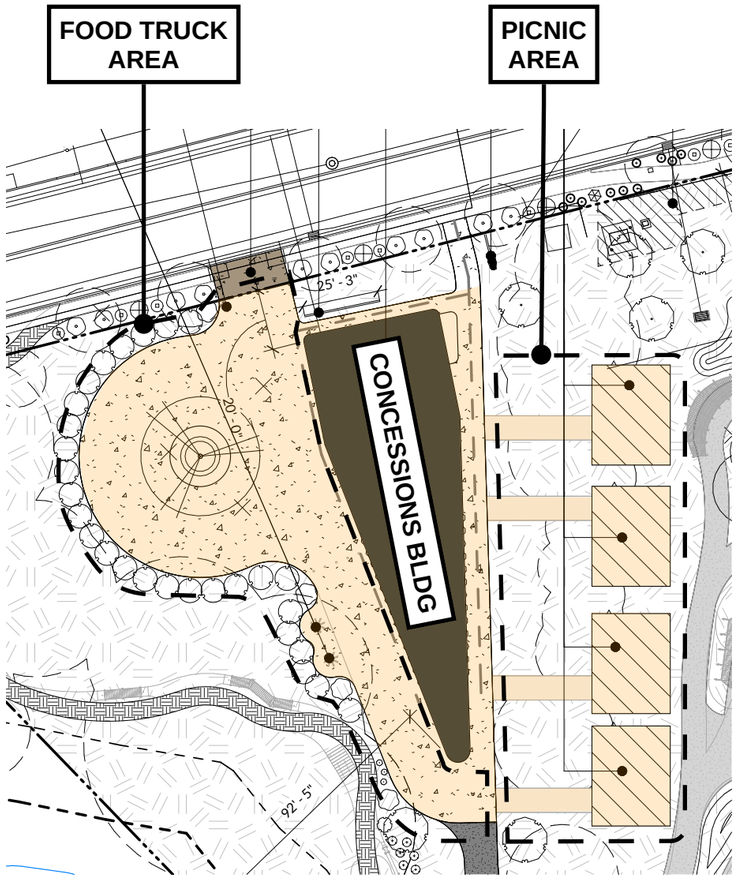
Name: _____

Title: _____

Date: _____

# CHICO BIKE PARK

## LEASED PREMISES DIAGRAM




SITE PLAN

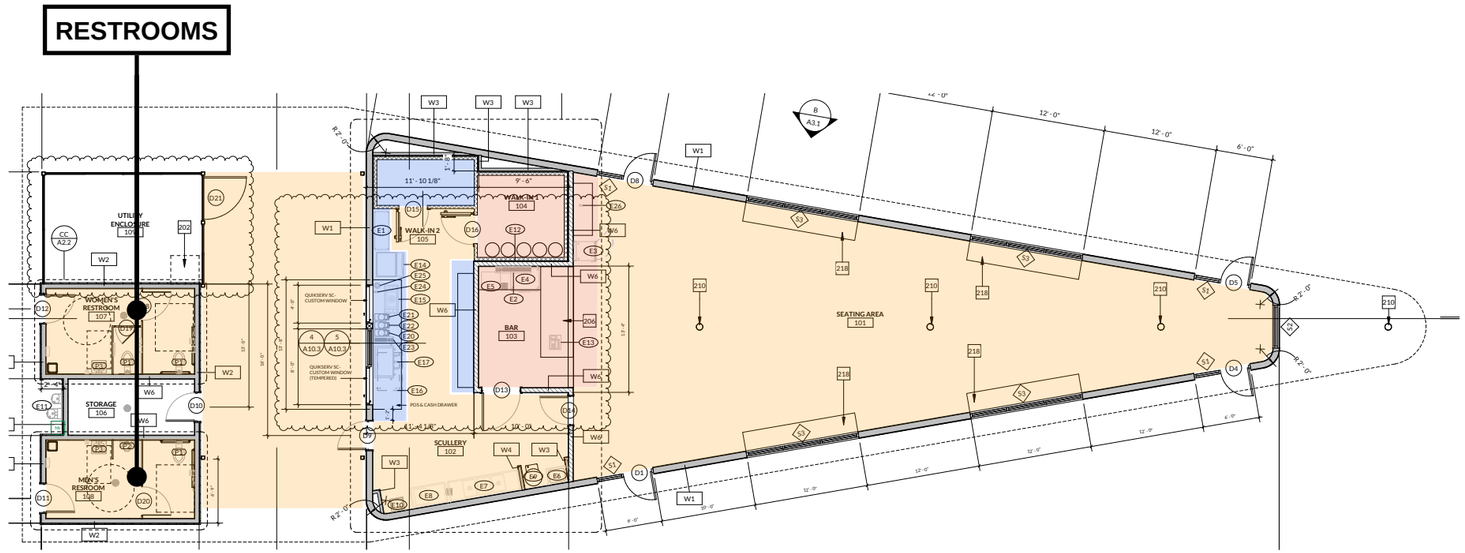
0' 25' 50' 100'

TRUE NORTH

LEASED PREMISES - RAMBLE WEST

LEASED PREMISES - LOVEBIRD

SHARED AREAS




FLOOR PLAN

0' 8' 16' 32'

TRUE NORTH

# Exhibit B

## Utility and Garbage Fee Schedule

This schedule establishes the fees for the initial twelve-month term. The specific amount of the Fee will be reconciled on a Quarterly basis by CARD based on CARD's actual costs. Invoices will be provided to RW and Lovebird within 30 days of the end of each quarter. Utility and Garbage fees are due within 30 days of submitting the quarterly fee allocation statement.

**Utility Fee:**

Allocation of utility fees: CARD (50%), Lovebird (20%), and RW (30%)

Covered services: ELECTRICITY, WATER, SEWER, GAS

Meter or source invoices and service period: Quarterly

**Garbage Fee:**

Allocation of Garbage Fee: CARD (50%), Lovebird (25%) and RW (25%)

# Exhibit C

Operating Schedule:

[TBD]

CARD initials: _____ Tenant initials: _____

# Exhibit D

Delivery Condition Equipment and Operating Responsibilities

Complete this exhibit before execution. It identifies specific work and service commitments; blanks do not imply that CARD agreed to provide particular restaurant equipment or improvements.

**Delivery and equipment:**

Delivery condition and existing deficiencies: [TBD; ATTACH CONDITION CHECKLIST AND PHOTOGRAPHS].

CARD work before delivery and completion dates: [TBD OR NONE].

Tenant work and approved plans, permits and completion dates: [TBD OR NONE].

Equipment inventory, owner, permitted users and maintenance responsibility: [TBD; SPECIFICALLY ADDRESS REFRIGERATION, SCULLERY, SINKS, COUNTERS, SEATING AND FOOD TRUCK CONNECTIONS].

Keys, secured storage and event access arrangements: [TBD].

**Operating responsibilities**

Public operating days and hours: [TBD].

Shared Area routine cleaning allocation: [TBD].

Restroom cleaning, supplies and maintenance: [TBD].

Garbage movement, bin cleaning, grease and wastewater responsibility: [TBD].

Shared equipment servicing and repair allocation: [TBD].

House Rules submission and approval deadline: [BEFORE PUBLIC OPENING; INSERT DATE].

CARD event contact and Tenant operational contact: [TBD].

**Accessibility and permit records**

CASp inspection status, reports and certificates: [COMPLETE SECTION 11 AND ATTACH REQUIRED DOCUMENTS].

Specific allocation of known accessibility work: [TBD; OTHERWISE SECTION 11.3 GOVERNS].

Licensed alcohol boundaries and permitted hours: [ATTACH APPROVED ABC DIAGRAM AND CONDITIONS WHEN AVAILABLE].

Permit checklist, occupancy limits and approved truck configuration: [TBD].

CARD initials: _____ Tenant initials: _____

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager Concession
**SUBJECT:** Vendor Contract – Lovebird Coffee

## BACKGROUND

The Chico Bike Park is a six-acre facility on Humboldt Road, next to Marsh Junior High School. The District developed it in partnership with Chico Velo on land the City of Chico transferred to CARD. The track is complete, the remaining site work is underway, and the park is expected to open in early 2027.

The park was designed from the start to be more than a place to ride. The site plan includes a food and beverage concession area next to the pavilion and picnic shelters. It's meant to give families and spectators a reason to stay, bring in revenue to help cover operating costs, and support the park's role as a regional destination.

Staff has negotiated a concession lease with Lovebird Coffee ("Lovebird") to operate space in the concession building. Staff compared the proposed arrangement against nearly 30 concession and third-party operating agreements at other public and private agencies. Chico State was the closest match in structure.

## DISCUSSION

Lovebird would lease exclusive space in the concession building and share seating and certain equipment with Ramble West Brewing Company. Under a separate lease, Ramble West holds the exclusive right to book the food truck spaces, so Lovebird will have no role in managing food truck operations. CARD keeps the right to rent the entire event space for private events and keeps those rental fees. CARD also keeps control of park access, safety, and maintenance of the building and grounds. Lovebird is responsible for its own premises, staff, and permits.

The initial term is twelve months. Lovebird may request one five-year extension, which takes effect only if both parties sign an amendment setting new terms before the lease expires. Staff anticipates bringing any extension back to the Board. Rent is the greater of $10,000 or 15 percent of gross revenue, plus utility and garbage fees. It's paid in a single payment, with a certified accounting, within 30 days after the term ends. CARD has audit rights. The lease requires $2,000,000 in general liability coverage, with CARD named as an additional insured.

## FISCAL IMPACT

The lease guarantees the District a minimum of $10,000 in rent for the initial twelve-month term, with additional revenue if 15 percent of Ramble West's gross revenue exceeds that amount, plus recovery of utility and garbage costs under Exhibit B. Because payment is due after the term ends, first-year rent will be received in FY 2027-28. CARD also retains all revenue from private rentals of the event space. The lease does not obligate the District to fund tenant improvements or equipment.

## RECOMMENDATION

Staff recommend that the Board of Directors approve the Retail Lease with Lovebird Coffee for concession space at the Chico Bike Park. Staff also recommend that the Board authorize the General Manager to finalize the remaining exhibits and open terms consistent with this report, and to execute the lease, in a form approved by District Counsel, together with all related documents needed to implement it.

# Retail Lease for Coffee Window Operations

This Retail Lease (Lease) is entered into as of _____ by CHICO AREA RECREATION AND PARK DISTRICT, a California recreation and park district (CARD or Landlord), and REBECCA TURRI, an individual doing business as LOVEBIRD COFFEE COMPANY (Tenant or Lovebird).

CARD controls the site commonly known as Chico Bike Park in Chico, California. Tenant desires to operate a coffee business and related concessions at the Site in coordination with CARD and Chico Creek Brewing, LLC, a California limited liability company doing business as Ramble West Brewing Company (Ramble West). The parties agree as follows.

## 1 Premises and rights granted

**1.1 Site.** The Site is the building and associated outdoor event, seating and food truck areas shown on Exhibit A. The surrounding bike park is not leased to Tenant.

**1.2 Exclusive Premises.** CARD leases to Tenant the areas identified in Exhibit A as “Leased Premises - Lovebird” (Exclusive Premises). The exhibit legend depicts those areas with blue outlines and fill. The delineated boundaries, rather than approximate area or room names, govern. Tenant's possession is subject to CARD's reserved private event, access and safety rights under this Lease.

**1.3 Shared Areas.** Tenant has a nonexclusive right to use the areas identified in Exhibit A as “Shared Areas,” depicted with orange outlines and a pale-yellow fill, with Ramble West, authorized food truck operators, patrons and other persons authorized by CARD. Tenant shall not appropriate shared tables, circulation, storage or equipment for exclusive use except as approved in the House Rules. The nonexclusive right to use Shared Areas is appurtenant to this Lease and ends with it.

**1.4 Ramble West Areas.** The areas identified as “Leased Premises - Ramble West,” depicted with red or orange outlines and a peach fill, are excluded from Tenant's Exclusive Premises. Tenant has no right to enter, use, license or rent those areas without separate written authorization. This Lease creates no contractual obligation of Ramble West; CARD shall address Ramble West's obligations in a separate agreement.

**1.5 Food Truck Areas.** Ramble West has sole authority to commercially book and license the designated Food Truck Areas and collect food truck space fees, subject to Section 7 and CARD's reserved rights under Section 8. Tenant has no food truck booking or licensing authority. This reservation does not grant Ramble West exclusive possession of all Shared Areas.

**1.6 Final exhibit.** Exhibit A is provisional. Before execution, the parties shall attach and initial a final diagram with clear exclusive, shared and food truck boundaries. Later changes to those boundaries require a signed amendment. CARD may reasonably manage access and circulation without materially changing the rights granted, except as expressly reserved herein. No representation is made concerning square footage.

## 2 Initial term and possession

**2.1 Term.** The initial term is twelve consecutive months beginning on the date Tenant first enters occupancy of the Site and ending at 11:59 p.m. on the day immediately preceding the first anniversary of the first occupancy date, unless earlier terminated under this Lease. The parties shall confirm the date of first occupancy in writing. Approved early access does not constitute occupancy. There is no automatic extension.

**2.2 Delivery.** CARD shall deliver the Exclusive Premises vacant of other occupants, with access to the Shared Areas, in the condition described in Exhibit D. Tenant shall not open until the required permits, insurance and approved House Rules are in place. Failure to obtain Tenant's operational permits does not postpone commencement unless the parties agree in writing.

**2.3 [*Intentionally Omitted*]**

**2.4 Early access.** Any early access requires CARD's written consent and is subject to this Lease's insurance, indemnity, safety and permit requirements. Early access does not authorize public operations or change the term or payment dates unless agreed in writing.

## 3 Initial annual rent and accounting

**3.1 Rent.** For the initial twelve-month term, Tenant shall pay annual rent equal to the GREATER of (a) TEN THOUSAND DOLLARS ($10,000.00) or (b) fifteen percent (15%) of Gross Revenue from Tenant's operations at the Site during that term (Annual Rent). The $10,000 amount is a minimum, not an amount added to the percentage calculation.

**3.2 Due date.** Annual Rent and the accounting required by Section 3.6 are due and payable no later than thirty (30) calendar days after expiration of the initial twelve-month term. No monthly or quarterly installment of those amounts is required during that term. Their payment and reporting obligations survive expiration and surrender. Other monetary obligations are due as expressly stated in this Lease. The Utility Fee and Garbage Fee under Section 4,shall be due and payable as stated in Exhibit B.

**3.3 Gross Revenue.** Gross Revenue means all revenue earned from Tenant's operations at the Site during the applicable period, whether received by Tenant or by an affiliate, agent or concessionaire conducting operations for Tenant, and whether paid in cash, by credit, electronically or through another channel. It includes coffee, tea and other nonalcoholic beverage sales; concession, food and merchandise sales; commissions and revenue shares; event service and catering charges; admission and entertainment receipts; sponsorship revenue attributable to the Site; and other consideration attributable to Tenant's Site operations. Credit sales are included when earned, and off-site payment or ordering does not exclude a transaction fulfilled at the Site. Receipts shall be counted only once. Bundled transactions shall be allocated to Site operations on a reasonable, documented and consistently applied basis.

**3.4 Exclusions.** Gross Revenue excludes separately stated sales and use taxes collected and remitted to a taxing authority; voluntary gratuities actually distributed to employees; actual refunds and credits for transactions previously included; refundable security deposits until applied to a charge; proceeds of loans or capital contributions; and transfers of inventory between Tenant's locations that are not sales. Gift cards are included when redeemed at the Site, and amounts otherwise recognized as revenue attributable to the Site shall not escape inclusion. No deduction is allowed for cost of goods, payroll, credit card processing,

commissions paid, rent, utilities, garbage, discounts not actually granted or other operating expenses.

**3.5 Independent operations and CARD revenue.** Gross Revenue excludes Ramble West's independent sales and revenues, including food truck booking, rental, license, participation and utility reimbursement fees earned and retained by Ramble West, and independent food truck operators' own sales to their customers. Fees, commissions or revenue shares actually earned by Tenant from its permitted operations are included, but do not confer food truck booking authority. Gross Revenue also excludes facility rental charges earned and retained by CARD under Section 8 and Tenant revenue from other locations unrelated to the Site.

**3.6 Certified accounting.** By the due date, Tenant shall provide an accounting showing Gross Revenue by month and category, each exclusion, event and catering income, the percentage calculation, the minimum rent comparison and the amount payable. Rebecca Turri or her authorized agent shall sign a certification that the accounting is complete and accurate after reasonable inquiry. It shall also include point-of-sale summaries and a reconciliation to Site deposit and sales tax records. CARD may reasonably request supporting records without requiring unrelated customer payment-card data or records of Ramble West's or food truck operators' independent businesses.

**3.7 Books and audit.** Tenant shall use records capable of separately identifying Site activity, record all sales and receipts, and retain supporting books, point-of-sale data, invoices, fee agreements, tax reports and reconciliations for at least four years after the applicable period, and longer while a timely raised dispute remains unresolved. On ten business days' written notice, CARD or its accountant may inspect and copy relevant records during reasonable business hours, including after termination. CARD shall use reasonable measures to protect sensitive information, subject to Section 25. Tenant shall require operators conducting business for Tenant to supply necessary records.

**3.8 Adjustments.** An accounting or audit deficiency shall be paid within thirty days after a documented written demand. Tenant may contest an adjustment in writing but shall timely pay undisputed amounts. CARD shall refund an overpayment within thirty days after agreement or final determination. CARD bears audit costs unless an audit establishes an understatement exceeding five percent of actual Gross Revenue for the period or intentional concealment, in which case Tenant shall reimburse reasonable audit costs within thirty days after demand. Payment does not waive audit rights.

**3.9 Shortened initial term.** If the initial term ends early under this Lease, accrued rent and fees and the certified accounting are due within thirty days after termination. For the elapsed term, rent is the greater of the $10,000 minimum prorated by elapsed days over days in the scheduled initial term, or 15% of actual Gross Revenue during the elapsed term. Fixed annual utility and garbage fees shall be prorated on the same basis; actual-cost charges cover the elapsed period. This accounting does not limit lawful damages resulting from a default and shall not permit duplicate recovery.

## 4 Utility Fee and Garbage Fee

**4.1 Fees.** In addition to Annual Rent, Tenant shall pay a Utility Fee and a Garbage Fee assessed by CARD as described in Exhibit B. The Utility fee and Garbage Fee shall be calculated based on the actual cost to CARD and allocated according to the formulas described in Exhibit B.

**4.2 [*Intentionally Omitted*]**

**4.3 Documentation and tenant protections.** Before execution CARD shall separately provide Tenant a written notice of its right, upon written request, to inspect supporting documentation of the building operating costs used to calculate these fees. CARD shall furnish that documentation within thirty days after a written request and, if Tenant qualifies for protections under Civil Code section 1950.9, before charging covered costs. Documentation shall include dated, itemized service quotes, contracts, receipts or invoices, an allocation tabulation, and CARD's signed and dated attestation of accuracy. Covered costs shall be incurred within the preceding eighteen months or reasonably expected within the following twelve months. No provision waives applicable qualified commercial tenant protections.

**4.4 [*Intentionally Omitted*]**

**4.5 Changes and interruptions.** Tenant shall obtain approval before installing equipment that materially increases utility demand or using food truck connections not designated for that purpose. CARD may interrupt services as reasonably necessary for repairs, emergencies or provider outages and shall reasonably minimize disruption. Rent relief, if any, is governed by Section 17; no utility charge is due for a service not furnished if charged on actual cost.

## 5 Conditional five-year extension

**5.1 Conditional right.** Tenant has one right to request an extension for five consecutive years beginning immediately after the initial expiration date. It is expressly conditioned on (a) timely notice, (b) no uncured material default after applicable notice and cure periods when notice is given or the extension begins, and (c) execution before expiration of a written amendment fixing all extension rent and fees, including amounts or formulas, adjustment provisions and payment dates, with any required CARD approval.

**5.2 Procedure.** Tenant shall give written notice of its election to pursue the extension at least 120 days before expiration. The parties shall negotiate rent and fees in good faith and seek to sign the amendment at least 90 days before expiration. The right is personal to Rebecca Turri doing business as Lovebird Coffee Company, unless CARD expressly consents to transfer of it. All other terms continue during an agreed extension except as amended. The initial term's accounting and charges remain due despite an extension.

**5.3 Failure to agree.** Notice alone does not extend the Lease. If the parties do not sign the required amendment before expiration, this Lease ends on the expiration date, absent another signed agreement. Neither party is obligated to accept the other's proposed economic terms, and no appraisal, arbitration, automatic carryover rate or judicial rent-setting mechanism is agreed. No further renewal right is granted.

## 6 Permitted use and operations

**6.1 Use.** Tenant shall use the Exclusive Premises and its authorized Shared Areas solely for operation of a coffee business offering coffee, tea and other nonalcoholic beverages, food and concessions, related retail sales and permitted event services under the trade name Lovebird Coffee Company. Food preparation is limited to the facilities and activities approved by CARD and applicable permits. Alcohol operations, food truck booking or licensing, manufacturing, off-site distribution and other uses are not authorized by this Lease. Any change in permitted use requires CARD's prior written approval, any necessary amendment preserving Ramble West's

rights, and all necessary permits. Tenant may set its ordinary retail prices; CARD sets facility rental prices under Section 8.

**6.2 Law and permits.** Tenant shall obtain and maintain at its expense all licenses and approvals for its operations, including applicable seller's permits, health approvals and business permissions. Tenant shall comply with laws, permit conditions, accessibility requirements, fire and occupancy limits and CARD's lawful park rules. CARD's consent as landlord is not a land use approval or waiver of another agency's requirements. Tenant shall provide copies on request and immediately notify CARD of suspension, revocation or a material enforcement notice.

**6.3 Alcohol boundaries.** Tenant shall not sell, serve or store alcoholic beverages as part of its operations under this Lease or represent that it operates under Ramble West's alcohol license. Tenant shall cooperate with approved House Rules respecting licensed alcohol boundaries, hours and customer circulation. Alcohol consumption by Ramble West patrons in Shared Areas must comply with applicable licensing and House Rules. Ramble West's alcohol operations and required license supervision, age verification and server training remain its responsibility under its separate agreement; this Lease does not require Tenant to conduct or supervise those operations. CARD's private-event rights remain subject to applicable alcohol licensing restrictions.

**6.4 Hours and conduct.** Minimum public operating days and hours are set forth in the schedule as shown in Exhibit C to this Agreement. Tenant shall operate during the approved schedule except for authorized closures, private events or circumstances excused by this Lease. Tenant shall not create a nuisance or allow excessive noise, smoke, odors, disorder, unsafe crowding or obstruction of park access. Music, amplified sound, signs, outdoor displays and changes to operating hours require CARD's written approval and any permits. Tenant shall manage customer queues and protect bicycle and pedestrian circulation.

**6.5 Employees and security.** Tenant is solely responsible for its personnel, compensation, taxes and training. Tenant shall provide operational supervision and security appropriate to its business and approved events. CARD does not undertake to guard Tenant's inventory, proceeds or equipment. Tenant shall promptly report hazards and incidents affecting the Site and cooperate with reasonable incident investigation.

## 7 Food truck operations and exclusive booking authority

**7.1 Sole booking authority.** Ramble West alone has authority to commercially book and license the designated Food Truck Areas, select food truck operators, coordinate their schedules and set and collect operator space fees, under its separate agreement with CARD. Tenant shall not book, rent, license, reserve or promise food truck spaces or permit another person to do so through Tenant. CARD's reservation of the entire space for a private event under Section 8 does not grant Tenant food truck booking authority. CARD shall address Ramble West's booking rights, operator requirements and event coordination in Ramble West's separate agreement. This Lease imposes no contractual duty on Ramble West.

**7.2 Requests and agreements.** Tenant shall refer all food truck booking inquiries and requests to Ramble West and facility rental inquiries to CARD. Tenant shall not enter into food truck space agreements, collect food truck space fees or represent that it can bind Ramble West or CARD. Food truck operator agreements are administered by Ramble West under its separate

agreement with CARD. No food truck operator has a right to enter or occupy Tenant's Exclusive Premises without Tenant's separate written authorization and any required CARD consent.

**7.3 Coordination and responsibility.** Tenant shall reasonably coordinate its deliveries, customer circulation and Shared Area use with Ramble West and authorized food truck operators and shall comply with approved House Rules. Tenant is responsible for its own operations and persons acting for it. Tenant is not required to select or supervise independent food truck operators, verify their permits or insurance, enforce their space agreements, collect or account for their independent revenues, or restore their designated spaces. This allocation does not excuse Tenant's own breach, negligence or willful misconduct.

**7.4 Private-event coordination.** Requests for food trucks at CARD private events shall be directed to Ramble West, which retains sole food truck booking authority. Tenant may separately provide permitted coffee, food, concession or staffing services on agreed terms under Section 8, but shall not promise food truck services. Reservation of the space does not require Tenant or an independent operator to provide uncompensated services. Revenue earned by Tenant from its permitted event services is included in Gross Revenue.

## 8 CARD private events and reserved use

**8.1 Reserved right.** CARD may reserve and rent the entire Site event space for private events, including Shared Areas, Food Truck Areas and Tenant's Exclusive Premises, and may temporarily exclude general public operations during approved setup, event and cleanup times. This reservation is an express limitation on Tenant's exclusive possession. CARD's rights to include Ramble West's exclusive areas must be secured in Ramble West's separate lease. Public areas of the surrounding park are included only as CARD separately authorizes.

**8.2 Rates and receipts.** CARD alone establishes facility rental rates, deposits, cancellation policies and rental conditions, enters into the facility rental contract, and collects and retains those facility charges. Tenant shall not independently rent the entire space or represent that it can bind CARD. Tenant shall refer facility inquiries to CARD. Tenant may separately contract for permitted coffee, nonalcoholic beverage, food, concession or staffing services, with its charges and responsibilities disclosed to CARD and the renter before confirmation. Food truck booking remains exclusively with Ramble West under Section 7.

**8.3 Scheduling.** CARD shall maintain a master event calendar and consult with Tenant and Ramble West about operations. CARD shall provide Tenant at least 90 days' written notice stating reserved areas, dates, setup and cleanup times, access and services. A shorter period requires Tenant's written agreement, except for emergency closures under Section 9. Tenant shall promptly disclose existing approved service commitments. CARD shall use reasonable efforts to avoid unnecessary disruption, but ordinary food truck bookings must be made subject to CARD's reserved rights.

**8.4 Access and inventory.** Tenant shall provide reasonable access to the reserved space and refrain from conflicting public operations during the reserved period. Before each event CARD and Tenant shall identify locked storage and inventory areas and any equipment available to the renter. No renter may use or consume Tenant's inventory, operate its equipment or enter secured storage without Tenant's written consent. Any needed service access to a licensed alcohol area shall comply with ABC requirements. Rental of the space alone imposes no duty on Tenant to staff, sell, cater or authorize use of its permits.

**8.5 CARD's Event responsibilities.** CARD's rental agreement shall address event insurance, security, attendance, cleaning, damage and permitted use. A written event plan shall allocate restroom and shared-area cleaning, garbage, incremental utilities, setup, restoration and vendor services among CARD, the renter and participating tenants. Tenant is responsible for its own event services and persons under its direction. Costs recovered from a renter shall not also be assessed to Tenant. CARD shall arrange return of the space to substantially its pre-event condition and pursue renter-caused damage under its rental agreement; Tenant-caused damage is governed by Section 10.

**8.6 Rent treatment.** Tenant accepts reasonable private-event use reserved by this section. Such use does not extend the term or reduce the $10,000 minimum rent; percentage rent reflects actual Gross Revenue. CARD's facility receipts are excluded, and Tenant's event service revenue is included. A separately negotiated event agreement may provide a specific credit but does not amend future rental rights without an express signed amendment.

## 9 Shared Areas and House Rules

**9.1 Rules before opening.** Ramble West will develop written House Rules for the Shared Areas and food truck operations and submit them to CARD for approval before public operations begin. Tenant shall sign and comply with the approved rules. CARD shall secure Ramble West's corresponding agreement and its obligation to obtain each food truck operator's agreement to follow the rules through Ramble West's separate lease. Amendments require CARD's written approval and the tenant signatures required by their respective agreements. House Rules cannot amend rent, fees, boundaries, Ramble West's sole food truck booking authority, CARD's event rights or other Lease provisions.

**9.2 Required subjects.** House Rules shall address shared seating and customer circulation; deliveries and vendor scheduling; refrigeration, scullery, sinks and shared equipment; cleaning and restroom responsibility; garbage, recycling, grease and wastewater; storage and inventory separation; alcohol boundaries and supervision; hours, noise and security; keys and access; emergency procedures; event setup and restoration; and a procedure for reporting and resolving conflicts. Ramble West may not use House Rules to charge Tenant new fees or displace the Tenant's granted rights without separate written agreement.

**9.3 Disputes and interim directions.** Tenant shall first seek prompt resolution with Ramble West and notify CARD if a material issue remains. CARD may issue reasonable interim operational directions necessary for safety, sanitation, access and orderly shared use, consistent with the leases and law. Tenant shall comply pending resolution. CARD shall arrange corresponding obligations through Ramble West's separate agreement; this Lease does not bind Ramble West or guarantee its performance.

**9.4 CARD management.** CARD retains control of park access, public safety, emergencies and necessary maintenance. It may close areas for emergencies or necessary repairs and shall reasonably minimize operational disruption. Tenant may not block required access, change locks or reserve Shared Areas beyond authorized uses. CARD's entry for inspection or repairs requires reasonable advance notice, ordinarily at least twenty-four hours, except for emergencies, approved events or Tenant's consent. Entries shall reasonably protect Tenant's property and applicable licensed alcohol boundaries.

## 10 Condition maintenance and alterations

**10.1 Condition and equipment.** Before possession the parties shall document condition, equipment ownership, existing deficiencies and work commitments in Exhibit D. Except for express obligations in this Lease, CARD makes no representation that the Site is suited to Tenant's particular business or that a particular license will issue. Acceptance of possession does not waive an express CARD obligation or a nonwaivable legal duty.

**10.2 CARD responsibilities.** CARD shall maintain the building roof, foundation, structural walls and base building utility systems, except Tenant's equipment and improvements. CARD shall maintain park grounds outside the leased operational areas. Responsibility for specific shared equipment, restroom servicing and Shared Area cleaning shall be stated in Exhibit D and approved House Rules. CARD shall undertake repairs within a reasonable period after notice, sooner for urgent hazards. These responsibilities do not create an additional general operating expense charge.

**10.3 Tenant responsibilities.** Tenant shall maintain its Exclusive Premises, interior finishes, trade fixtures, equipment and installations in clean, sanitary and safe condition, promptly remove its waste, and perform its allocated shared cleaning and routine maintenance. Tenant shall repair damage caused by its breach, negligence or willful misconduct or that of its personnel or operators under its direction. Mere presence of a customer or independent event attendee does not alone make Tenant liable for that person's acts. Tenant shall promptly report building and shared-system defects and avoid unsafe use.

**10.4 Work and liens.** Tenant shall obtain CARD's written approval of plans, materials, contractors and equipment before making alterations or utility connections. The approval shall state ownership and removal obligations; absent another agreement, permanent improvements become CARD's property upon installation, and removable trade fixtures remain Tenant's property. Tenant pays for its approved work, obtains permits and complies with applicable building, accessibility, public works and prevailing wage requirements, if any. CARD approval is not a promise to finance the work or a determination that those requirements do not apply. Tenant shall prevent liens attributable to its work and promptly discharge or lawfully secure their release.

**10.5 Failure to maintain.** After written notice and ten days to cure, or longer if reasonably necessary and diligently pursued, CARD may perform Tenant's required maintenance and recover reasonable documented costs within thirty days after invoice. CARD may act immediately for an imminent hazard. This right supplements lawful remedies and does not authorize forcible repossession.

## 11 Accessibility inspection and allocation

**11.1 Disclosure.** CARD states that the Premises HAVE NOT undergone inspection by a Certified Access Specialist (CASp) by CARD. CARD shall furnish reports and certificates within applicable statutory periods and give Tenant the required opportunity for review before execution. No acknowledgment of receipt shall be signed until actual delivery.

**11.2 Required notice where no certificate has issued.** “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject

premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

**11.3 Work allocation.** CARD is responsible for preexisting structural and Shared Area accessibility corrections except as specifically allocated in a signed Exhibit D. Tenant is responsible for accessibility compliance of its operations, furniture placement and alterations, including work triggered by its particular alterations or use. This allocation is between the parties and does not limit rights of third parties or either party's statutory obligations. Any CASp report confidentiality requirement applies only to the extent consistent with law and Section 25.

## 12 Insurance

**12.1 Coverage.** Before access and throughout occupancy and operations, Tenant shall maintain commercial general liability insurance including products and completed operations with limits of at least $2,000,000 per occurrence and $4,000,000 aggregate; statutory workers' compensation and employers' liability of at least $1,000,000; commercial automobile liability of at least $1,000,000 combined single limit if vehicles are used in the operations; and property coverage for Tenant's equipment, inventory and improvements at replacement cost. Tenant bears its deductibles.

**12.2 Evidence and endorsements.** Tenant shall provide certificates and actual endorsements naming CARD and its directors, officers, employees and agents as additional insureds on general liability for liability arising from Tenant's operations, to the extent commercially available. Coverage shall be primary and noncontributory to CARD's insurance or self-insurance. Tenant shall obtain insurer notice of cancellation to the extent available and independently notify CARD promptly upon learning of cancellation, material reduction or nonrenewal. Insurance shall not limit indemnity or excuse compliance. CARD may review the policies relevant to these requirements.

**12.3 Independent operators and events.** Tenant is responsible for insurance covering its own operations and services, including at private events. CARD shall address insurance requirements for Ramble West and food truck operators through Ramble West's separate agreement and separately set insurance requirements for private-event renters. Tenant has no duty under this Lease to obtain or verify insurance for Ramble West or independent food truck operators. Persons engaged to conduct operations for Tenant remain subject to insurance requirements reasonably approved by CARD for those activities.

**12.4 Failure and property losses.** Tenant shall immediately suspend any activity requiring unavailable insurance until coverage is restored. Failure to maintain coverage is subject to Section 19 and is not excused by CARD's failure to request evidence. Each party shall obtain a waiver of subrogation for covered property losses to the extent available without invalidating coverage; each releases the other to the extent such loss is actually insured and the release is permitted by the policy. No waiver applies to uninsured liability or overrides nonwaivable law.

## 13 Indemnity and liability

**13.1 Tenant indemnity.** To the extent permitted by law, Tenant shall indemnify, defend with counsel reasonably acceptable to CARD, and hold harmless CARD and its directors, officers, employees and agents from third-party claims, liabilities, damages and reasonable defense

costs arising out of Tenant's operations, breach, negligence or willful misconduct, or those of persons acting for it. This obligation does not extend to the extent a claim results from the negligence or willful misconduct of CARD or the indemnified person. It does not make Tenant the insurer of Ramble West's or food truck operators' independent operations or CARD's independent event activities.

**13.2 Allocation and notice.** CARD shall promptly tender covered claims and reasonably cooperate in the defense. No settlement may impose an admission, nonmonetary duty or unreimbursed payment on CARD without its written consent. The parties shall equitably allocate defense costs where claims concern both covered and excluded conduct. Indemnity survives termination for occurrences during the Lease or Tenant's occupancy.

**13.3 Limitations.** Neither party is liable to the other for speculative lost profits or consequential damages except to the extent included in a covered third-party indemnity claim or caused by fraud or willful misconduct. No clause releases liability that cannot lawfully be released. CARD retains statutory immunities and applicable claims-presentation defenses; no individual CARD official assumes personal liability under this Lease.

## 14 Taxes and possessory interest notice

**14.1 Notice.** This Lease may create a possessory interest subject to property taxation. Tenant, as the party in whom the possessory interest is vested, may be subject to payment of property taxes levied on that interest. Tenant shall pay taxes lawfully assessed on its possessory interest, business, sales, equipment, trade fixtures and personal property before delinquency. CARD's public status does not represent that Tenant's interest is tax-exempt.

**14.2 Cooperation.** Tenant shall reasonably cooperate with CARD and the assessor concerning required reporting of the Lease, extensions and operator arrangements. CARD remains responsible for reports the law imposes on it. Tenant may contest its assessment at its expense without exposing CARD or the property to an avoidable lien or penalty. No general reimbursement of CARD's property taxes is required except as expressly stated herein.

## 15 [*Intentionally Omitted*]

## 16 Assignment and other occupancy

Tenant shall not assign, pledge or encumber this Lease, sublet its Exclusive Premises, grant permanent occupancy rights or transfer the business operating under this Lease to another person or entity without CARD's prior written consent. Formation of an entity to become the tenant or substitution of another proprietor requires that consent. CARD shall reasonably consider the proposed transferee's finances, operating experience, permits, insurance and ability to satisfy this Lease's public park and shared-use requirements. Shared Area use by authorized food truck operators under Ramble West's separate agreement and CARD rentals under Section 8 are reserved uses, not transfers by Tenant. No consent releases Rebecca Turri from liability unless CARD expressly agrees in writing. No occupancy agreement made by Tenant survives termination without CARD's express written assumption.

## 17 Casualty interruption and condemnation

**17.1 Damage.** Tenant shall promptly report casualty or material loss of essential access or services. CARD shall notify Tenant within thirty days whether CARD will restore damage to the base building and estimate the time. CARD may terminate if restoration cannot reasonably be

completed within ninety days, the remaining term is shorter than restoration, or adequate restoration funding is unavailable. Tenant may terminate if the permitted use is materially prevented and CARD elects not to restore or restoration is not substantially completed within ninety days after casualty, except for delay Tenant causes. Termination requires written notice.

**17.2 Rent relief.** During material inability to operate caused by casualty or an essential access or service interruption not caused by Tenant, the daily portion of the minimum rent is reduced in reasonable proportion to the impairment; percentage rent remains based on actual Gross Revenue. Fixed utility and garbage fees shall be adjusted for services materially not furnished; actual-cost fees reflect actual allocable costs. Ordinary private events are governed by Section 8, rather than this abatement provision. Tenant shall restore its own property and improvements required for renewed operations. No business success or revenue level is guaranteed.

**17.3 Taking.** A taking that materially prevents the permitted use allows either party to terminate by written notice effective when possession is taken. Otherwise the parties shall reasonably adjust the minimum rent and fixed fees to reflect impairment, with percentage rent calculated on actual Gross Revenue. CARD receives awards for its property interest; Tenant may pursue a separate award for its own removable property or relocation rights that does not diminish CARD's award. Final accrued accounting is governed by Section 3.9.

## 18 Surrender and holding over

**18.1 Surrender.** At expiration or termination, Tenant shall vacate, return keys, remove its inventory and removable trade fixtures, remove other improvements only as required by an approved work agreement, repair removal damage, and leave the Exclusive Premises clean and in substantially the delivered condition, ordinary wear and casualty damage allocated to CARD excepted. Tenant shall terminate occupancy arrangements it has authorized and restore areas affected by its own operations or removal work. Tenant is not required to terminate independent food truck occupancy arranged by Ramble West or restore the Food Truck Areas solely because this Lease ends. Abandoned property shall be handled under applicable law.

**18.2 Holdover.** Continued possession does not exercise the extension. With CARD's written consent, a holdover is a month-to-month tenancy subject to this Lease except for the extension right. Without consent, CARD may pursue lawful possession remedies. HOLDOVER RATE: SUBJECT TO APPLICABLE NOTICE REQUIREMENTS, THE GREATER OF 300% OF THE INITIAL MONTHLY MINIMUM ($2,500) OR 15% OF MONTHLY GROSS REVENUE, PLUS DOCUMENTED UTILITY AND GARBAGE FEES UNDER THE EXISTING FORMULA. Holdover rent and accounting are due thirty days after each holdover month; a partial month minimum is prorated. Statutory notice requirements, including any qualified commercial tenant protections, control over inconsistent provisions. CARD's receipt of accrued initial-term rent after expiration does not itself consent to holdover.

## 19 Defaults and remedies

**19.1 Monetary and reporting defaults.** Failure to pay an amount when due or deliver a required accounting is a default if not cured within ten calendar days after written notice identifying the failure. CARD's notice shall identify the sum or missing records with reasonable detail. This contractual cure period does not eliminate statutory notice or service requirements for recovery of possession.

**19.2 Other defaults.** Failure to perform another material covenant is a default if not cured within thirty days after written notice. If cure reasonably requires longer, Tenant shall

commence within that period and diligently complete it, provided lawful and safe interim operation is possible. Loss of permits or insurance requires immediate suspension of the affected activity; imminent hazards may require immediate protective action. Materially false certified revenue reporting, unauthorized transfers or abandonment are breaches subject to legally required procedures and any cure rights applicable to the breach.

**19.3 CARD remedies.** After an uncured default CARD may terminate by lawful notice, recover possession through lawful procedures, recover accrued charges and legally recoverable damages, enforce reporting and audit obligations, or seek appropriate equitable relief. Damages are subject to applicable mitigation requirements and shall not duplicate rent, insurance proceeds or other recovery. No remedy authorizes unlawful self-help or automatic acceleration of unknown future Gross Revenue.

**19.4 CARD default.** Tenant shall give written notice of a material CARD breach and thirty days to cure, with additional reasonable time if CARD timely begins and diligently completes a cure requiring longer. This provision does not excuse urgent safety duties or alter applicable statutory claim-presentation requirements. Tenant may pursue lawful relief after uncured breach, subject to this Lease's limitations.

**19.5 Interest.** Undisputed monetary obligations unpaid more than ten days after written delinquency notice bear simple interest from the original due date at the lesser of 7% annually or the lawful maximum. No separate percentage late charge is imposed. Interest and collection rights do not excuse nonperformance.

## 20 Notices

Lease notices shall be written and delivered personally, by nationally recognized overnight courier with delivery confirmation, or by certified mail, return receipt requested, to the addresses below. Personal notice is effective upon delivery; courier or mail notice is effective upon documented delivery or refusal. Either party may change its address by written notice. Routine scheduling and operational approvals may be by confirmed email to designated contacts, but email alone does not suffice for extension elections, default notices, termination or amendments unless expressly agreed in a signed writing. Statutory notices shall be served as law requires.

CARD: Chico Area Recreation and Park District,
Attention: Annabel Grimm, General Manager
545 Vallombrosa Avenue, Chico, CA 95926.
Operational email:_____

Tenant: Rebecca Turri DBA Lovebird Coffee Company
Attention: Rebecca Turri
Mailing Address:_____
Operational email:_____
Telephone:_____

## 21 Authority and public agency requirements

This Lease binds CARD only after all required board or delegated approvals and execution by an authorized representative. Tenant shall provide reasonable evidence of her identity, applicable fictitious business name registration and any agent's signatory authority. Rebecca Turri is the individual obligor under this Lease; the trade name is not a separate tenant entity. Lease approval does not waive zoning, health, fire, building, environmental or other regulatory requirements. Tenant shall comply with applicable nondiscrimination laws in employment, public accommodation and services. Nothing obligates CARD to act beyond its lawful powers, violate title or funding restrictions or surrender regulatory authority.

## 22 Quiet possession and relationship

Subject to this Lease's reserved uses and access rights, CARD shall not materially interfere with Tenant's lawful enjoyment while Tenant performs its obligations. Tenant is an independent operator. Percentage rent does not create a partnership, joint venture, employment, franchise or agency relationship. Tenant cannot bind CARD, and no exclusivity against other park businesses is granted beyond the expressly stated Exclusive Premises rights. No restriction on Tenant's off-site business is imposed.

## 23 Estoppel and recording

Upon reasonable written request, Tenant shall within fifteen business days provide a truthful statement identifying the term, amendments, amounts paid, known defaults and extension status. Failure to reply does not conclusively establish inaccurate facts or authorize CARD to sign for Tenant. Tenant shall not record this Lease or a memorandum without CARD's prior written consent.

## 24 Force majeure

A party's nonmonetary performance is excused to the extent prevented by events beyond its reasonable control, without its fault, including disaster or governmental closure. The affected party shall promptly notify the other, mitigate reasonably and resume performance. Financial inability is not an excuse. This section does not extend the term or an extension election deadline, excuse accounting for actual activity, or waive accrued payments. Abatement or termination for casualty and material interruption is governed by Section 17.

## 25 Public records

Tenant acknowledges that this Lease, revenue reports and other materials submitted to CARD may be public records. Tenant may identify particular information claimed to be protected and state the legal basis, but CARD makes no blanket confidentiality promise. CARD shall determine its disclosure obligations under applicable law and, when legally permissible and reasonably practicable, notify Tenant before disclosing specifically identified sensitive material. CARD shall not promise to withhold a record required to be disclosed. Tenant shall avoid providing unnecessary customer or employee personal information.

## 26 General provisions

This Lease and its signed exhibits constitute the entire agreement concerning the rights granted and supersede prior discussions. Amendments require writings signed by authorized representatives and required CARD approval. House Rules and event plans may implement, but cannot amend, the Lease. If provisions conflict, the Lease controls over House Rules and

operational plans; specific signed amendments control the provisions amended. Neither delay nor acceptance of a particular payment waives another breach; waivers must be written. Invalid provisions are severable to the extent the remaining bargain can lawfully operate. Remedies are cumulative without double recovery. Time is of the essence for expressly stated payment, reporting and extension deadlines. California law governs, and venue lies in a court of competent jurisdiction in Butte County, subject to mandatory law. The prevailing party in an action to enforce or interpret this Lease may recover reasonable attorney fees and costs as allowed by law. Successors are bound subject to transfer restrictions. Counterparts and legally valid electronic signatures are effective. Accrued payment, accounting, audit, tax, indemnity and surrender obligations survive as necessary to enforce them.

**27 Execution**

The parties execute this Lease, including Exhibits A, B C, and D through their authorized representatives. The initial term remains the twelve-month period stated in Section 2.

**LANDLORD:**

CHICO AREA RECREATION AND PARK DISTRICT

A California recreation and park district

By: _____

Annabel Grimm, General Manager

Date: _____

**TENANT:**

REBECCA TURRI

An individual doing business as Lovebird Coffee Company

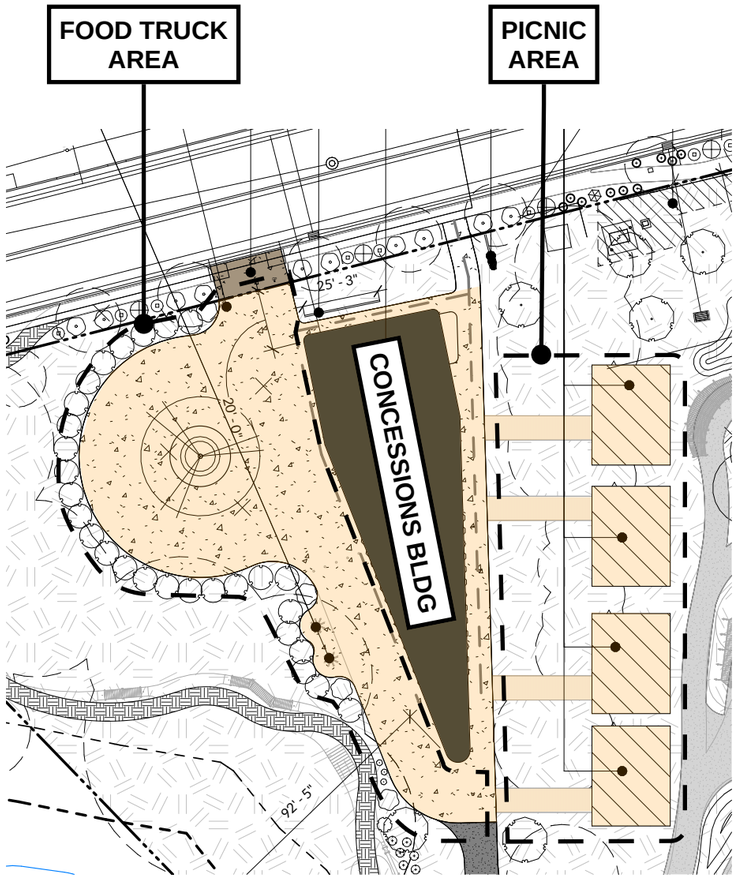
Signature: _____

Rebecca Turri

Date: _____

# CHICO BIKE PARK

## LEASED PREMISES DIAGRAM




SITE PLAN

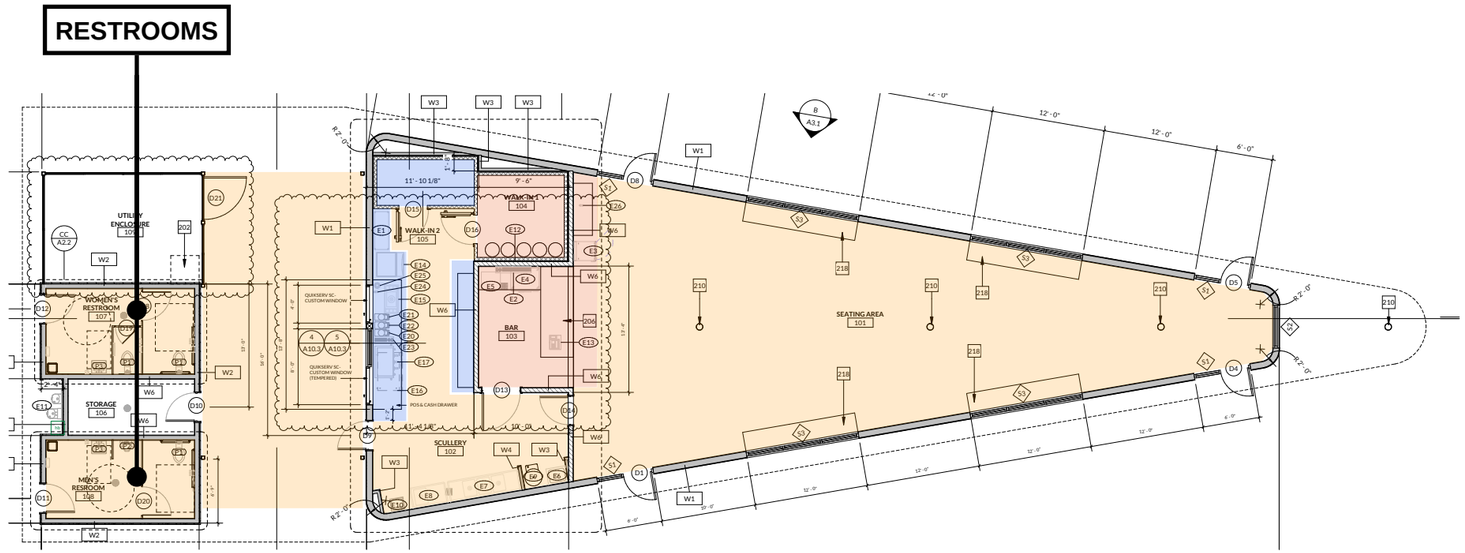
0' 25' 50' 100'

TRUE NORTH

LEASED PREMISES - RAMBLE WEST

LEASED PREMISES - LOVEBIRD

SHARED AREAS




FLOOR PLAN

0' 8' 16' 32'

TRUE NORTH

# Exhibit B

## Utility and Garbage Fee Schedule

This schedule establishes the fees for the initial twelve-month term. The specific amount of the Fee will be reconciled on a Quarterly basis by CARD based on CARD's actual costs. Invoices will be provided to RW and Lovebird within 30 days of the end of each quarter. Utility and Garbage fees are due within 30 days of submitting the quarterly fee allocation statement.

**Utility Fee:**

Allocation of utility fees: CARD (50%), Lovebird (20%), and RW (30%)

Covered services: ELECTRICITY, WATER, SEWER, GAS

Meter or source invoices and service period: Quarterly

**Garbage Fee:**

Allocation of Garbage Fee: CARD (50%), Lovebird (25%) and RW (25%)

# Exhibit C

Operating Schedule:

[TBD]

CARD initials: _____ Tenant initials: _____

# Exhibit D

Delivery Condition Equipment and Operating Responsibilities

Complete this exhibit before execution. It identifies specific work and service commitments; blanks do not imply that CARD agreed to provide particular restaurant equipment or improvements.

**Delivery and equipment:**

Delivery condition and existing deficiencies: [TBD; ATTACH CONDITION CHECKLIST AND PHOTOGRAPHS].

CARD work before delivery and completion dates: [TBD OR NONE].

Tenant work and approved plans, permits and completion dates: [TBD OR NONE].

Equipment inventory, owner, permitted users and maintenance responsibility: [TBD; SPECIFICALLY ADDRESS REFRIGERATION, SCULLERY, SINKS, COUNTERS, SEATING AND ANY CONNECTIONS RESERVED FOR FOOD TRUCKS; IDENTIFY ANY AUTHORIZED SHARED USE].

Keys, secured storage and event access arrangements: [TBD].

**Operating responsibilities**

Public operating days and hours: [TBD].

Shared Area routine cleaning allocation: [TBD].

Restroom cleaning, supplies and maintenance: [TBD].

Garbage movement, bin cleaning, grease and wastewater responsibility: [TBD].

Shared equipment servicing and repair allocation: [TBD].

House Rules submission and approval deadline: [BEFORE PUBLIC OPENING; INSERT DATE].

CARD event contact and Tenant operational contact: [TBD].

**Accessibility and permit records**

CASp inspection status, reports and certificates: [COMPLETE SECTION 11 AND ATTACH REQUIRED DOCUMENTS].

Specific allocation of known accessibility work: [TBD; OTHERWISE SECTION 11.3 GOVERNS].

Ramble West licensed alcohol boundaries and permitted hours for shared-use coordination only: [ATTACH APPROVED ABC DIAGRAM AND CONDITIONS WHEN AVAILABLE; NO TENANT ALCOHOL OPERATIONS AUTHORIZED].

Tenant permit checklist and occupancy limits: [TBD]. Food truck configuration is coordinated by Ramble West and approved by CARD under their separate agreement.

CARD initials: _____ Tenant initials: _____

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Phased Development of Henshaw Neighborhood Park

## BACKGROUND

In August 2025, the Board accepted the design development for Henshaw Neighborhood Park, which District staff developed with Confluence Inc. based on extensive community input (Staff Report 25-052). Confluence has since prepared probable construction cost opinions, dated October 19, 2026, for building the park as a single project and for building it in two phases, one for each parcel.

## DISCUSSION

Each of Confluence's cost opinions conservatively adds general conditions (8%), overhead and profit (8%), and a 4% contingency to the construction subtotal.

| Option | Scope | Estimated Cost |
|---|---|---|
| Complete Site | Full park built in one project | $8,401,296 |
| Eastern Parcel | Restroom, two picnic shelters, playground with shade structures, futsal courts, pump track, walking paths, site and court lighting, and storm drainage | $5,203,102 |
| Western Parcel | Parking lot with lighting and EV charging, open turf field with subdrain, walking paths, and fencing | $3,623,366 |
| **Phased Total (Eastern + Western)** | **Both parcels built as separate projects** | **$8,826,468** |

**Phasing costs more, and the estimates likely understate how much.** Splitting the park into two projects means paying twice for work that only needs to happen once: a second mobilization ($250,000), a second erosion and sediment control program ($38,310), a second electrical service ($25,000), and separate irrigation systems for each parcel ($41,000). With general conditions, overhead and profit, and contingency applied, those duplications alone add about $425,000. Confluence also identified topsoil handling, rough and fine grading, the storm sewer system, site lighting conduit, sidewalks, and curb and gutter as potential additional costs

if the project is phased, but the phased opinions divide those items between the parcels rather than pricing the added work. The real cost of phasing is therefore likely higher than the opinions show.

**Delay adds escalation.** All three opinions are priced at current costs. Every year the Western Parcel waits exposes its $3.6 million cost to construction inflation, and each 1% increase adds about $36,000. Cumulative escalation of roughly 12% on the Western Parcel would cost as much as the duplicated work itself.

**A first phase would open without parking.** The Eastern Parcel holds the storm drainage system and most of the recreation amenities, so it would be the logical first phase. However, all of the park's parking, its EV charging, and the road shoulder paving along the frontage are in the Western Parcel. Building the Eastern Parcel first would open a restroom, two picnic shelters, a playground, futsal courts, and a pump track with no on-site parking, leaving visitors to rely on street parking. The open turf field, the largest single feature of the park, would also wait. When the second phase proceeds, neighbors and park users would live with a second round of construction traffic, fencing, and dust next to an open playground.

**One project is simpler to deliver.** A single phase means one bid, one contract award, one construction schedule, and one closeout. District project management, inspection, and consultant support during construction would be spent once rather than twice. Those soft costs are not included in Confluence's construction cost opinions and would add to the cost of phasing.

**Funding.** The main advantage of phasing is that it spreads the funding requirement over time. Building in one phase does require the District to identify full funding before award, but the cost is paid through progress payments over the construction period rather than in a single outlay. Staff would return to the Board with a funding strategy, which may include neighborhood park development impact fees, grant funding, and/or other financing consistent with Policy 2155, Debt Management, before any construction contract is awarded. If full funding cannot be identified this fiscal year, phasing remains available as a fallback, with the Eastern Parcel as the first phase.

## FISCAL IMPACT

There is no fiscal impact from the Board's direction at this meeting. Based on Confluence's opinions, building in one phase is estimated at $8,401,296, about $425,000 less than the phased total of $8,826,468, before escalation. The construction budget, funding sources, and contract award will come back to the Board for approval.

## RECOMMENDATION

Staff recommend the Board of Directors review the development options for Henshaw Neighborhood Park and give direction to staff.

**Henshaw Park - Complete Site**
**PROBABLE CONSTRUCTION COST OPINION**

**Final**

The amounts stated herein are our best estimate of probable construction costs based on current information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot ensure that actual construction costs will equal this cost opinion.

**Henshaw Park**
Chico, CA

24548
10/19/2026

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | **Total Anticipated Project Cost** | | | | **$ 8,401,296.38** | |

| ITEM NO. | | STD. BID ITEM | ITEM DESCRIPTION | APROX. QTY. | UNIT | UNIT PRICE | ITEM COST | REMARKS |
|---|---|---|---|---|---|---|---|---|
| | | | **General** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 1 | | | Mobilization | 1 | ALW | $ 250,000.00 | $ 250,000.00 | Potential additional cost item for phasing |
| | | | **Subtotal** | | | | **$250,000.00** | |
| | | | | | | | | |
| | | | **Demolition & Temporary Construction** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 2 | | | Clearing & Grubbing | 13 | AC | $ 15,000.00 | $ 187,500.00 | |
| 3 | | | Erosion/Sediment Control | 1 | ALW | $ 38,310.00 | $ 38,310.00 | Potential additional cost item for phasing |
| | | | **Subtotal** | | | | **$225,810.00** | |
| | | | | | | | | |
| | | | **Grading & Earthwork** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 4 | | | Topsoil: Strip, Stockpile on-site | 2,580 | CY | $ 12.00 | $ 30,959.89 | Potential additional cost item for phasing |
| 5 | | | Topsoil: Spread | 2,580 | CY | $ 20.00 | $ 51,599.81 | Potential additional cost item for phasing |
| 6 | | | Topsoil, Import | 2,501 | CY | $ 30.00 | $ 75,024.75 | |
| 7 | | | Rough Grading | 44,441 | SY | $ 3.00 | $ 133,324.35 | Potential additional cost item for phasing |
| 8 | | | Fine Grading | 5,702 | SY | $ 9.00 | $ 51,316.93 | Potential additional cost item for phasing |
| | | | **Subtotal** | | | | **$342,225.73** | |
| | | | | | | | | |
| | | | **Utilities** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 9 | | | Storm Sewer Systems | 1 | ALW | $ 502,317.78 | $ 502,317.78 | Potential additional cost item for phasing |
| 10 | | | Water Service | 2 | ALW | $ 40,330.88 | $ 80,661.76 | |
| 11 | | | Sanitary Waste Removal: Restroom Building | 1 | ALW | $ 15,000.00 | $ 15,000.00 | |
| | | | **Subtotal** | | | | **$597,979.54** | |
| | | | | | | | | |
| | | | **Electrical** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 12 | | | Electrical Service | 1 | LS | $ 25,000.00 | $ 25,000.00 | Potential additional cost item for phasing |
| 13 | | | 2xUtility transformer, pad, conduit, feeder, switchboard, panels | 1 | LS | $ 90,000.00 | $ 90,000.00 | |
| 14 | | | Lighting Allowance (Site) | 1 | ALW | $ 151,300.00 | $ 151,300.00 | |
| 15 | | | Lighting Allowance (Court) | 2 | ALW | $ 57,400.00 | $ 114,800.00 | |
| 16 | | | Charging stations, ev - dual port | 5 | EA | $ 11,875.00 | $ 59,375.00 | |
| 17 | | | Parking lot light, pole, & concrete base - SP1 (sgl head) | 14 | EA | $ 6,245.00 | $ 87,430.00 | |
| 18 | | | Pullbox, inground - future field lighting | 1 | EA | $ 620.00 | $ 620.00 | |
| 19 | | | Site lighting conduit and wiring allowance | 1,858 | LF | $ 23.46 | $ 43,588.68 | Potential additional cost item for phasing |
| 20 | | | Feeder, charging stations - allowance | 280 | LF | $ 30.00 | $ 8,400.00 | |
| 21 | | | Charging station footings - scope/future | 6 | EA | $ 575.00 | $ 3,450.00 | |
| 22 | | | Pullbox, inground - future ev charging station | 4 | ALW | $ 620.00 | $ 2,480.00 | |
| | | | **Subtotal** | | | | **$ 586,443.68** | |
| | | | | | | | | |
| | | | **Structures** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 23 | | | Picnic Shelter | 2 | ALW | $ 142,515.00 | $ 285,030.00 | |
| 24 | | | Restroom | 1 | ALW | $ 689,342.32 | $ 689,342.32 | |
| 25 | | | Play equipment - material only | 1 | LS | $ 336,058.00 | $ 336,058.00 | |
| 26 | | | Play equipment allowance - labor | 1 | LS | $ 50,000.00 | $ 50,000.00 | |
| 27 | | | Shade structure, skyways triangle sail - 20'x20'x20 | 3 | EA | $ 17,845.00 | $ 53,535.00 | |
| 28 | | | Shade structure, skyways triangle sail - 30'x30'x30 | 1 | EA | $ 39,150.00 | $ 39,150.00 | |
| | | | **Subtotal** | | | | **$ 1,453,115.32** | |
| | | | | | | | | |
| | | | **Futsal Courts** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 29 | | | Surface | 7,250 | SF | $ 15.00 | $ 108,750.00 | |
| 30 | | | Concrete Curb, Court | 486 | LF | $ 36.75 | $ 17,842.86 | |
| 31 | | | Court Markings | 2 | EA | $ 350.00 | $ 700.00 | |
| 32 | | | Futsal wall/fence system - 3'h | 2 | EA | $ 20,775.00 | $ 41,550.00 | |
| | | | **Subtotal** | | | | **$ 168,842.86** | |

| | | Surfacing & Hardscape | Qty | Unit | Unit Cost | Item Total | Remarks |
|---|---|---|---|---|---|---|---|
| 33 | | 5" P.C.C. Sidewalk | 53,005 | SF | $ 13.00 | $ 689,071.33 | Potential low additional cost item for phasing |
| 34 | | Asphalt paving at pump track (2":6") | 348 | SY | $ 38.75 | $ 13,487.54 | |
| 35 | | Concrete curb and gutter - 24" | 2,343 | LF | $ 38.75 | $ 90,792.80 | Potential low additional cost item for phasing |
| 36 | | Play Surface | 11,035 | SF | $ 25.25 | $ 278,633.75 | |
| 37 | | Gravel Cushion | 18 | CY | $ 65.00 | $ 1,170.00 | |
| 38 | | Playground transition curb - 24"w x 12"d beveled | 466 | LF | $ 38.50 | $ 17,935.23 | |
| 39 | | Asphalt paving at road shoulder (3":8") | 1,305 | SY | $ 60.00 | $ 78,300.00 | |
| 40 | | Asphalt paving at parking lot (3":8") | 2,418 | SY | $ 55.00 | $ 133,005.34 | |
| 41 | | Add for compacted subgrade - 12" | 11,789 | SF | $ 0.30 | $ 3,536.70 | |
| 42 | | Wheelchair curb access | 8 | EA | $ 2,500.00 | $ 20,000.00 | |
| 43 | | Site Walls | 1 | ALW | $ 53,623.57 | $ 53,623.57 | |
| 44 | | Diagonal Striping | 94 | SF | $ 1.55 | $ 145.70 | |
| 45 | | Parking Lot Striping | 864 | LF | $ 0.75 | $ 648.00 | |
| 46 | | Crosswalk Striping | 485 | SF | $ 1.55 | $ 751.75 | |
| 47 | | Painted Symbols + Graphics | 8 | EA | $ 210.00 | $ 1,680.00 | |
| | | **Subtotal** | | | | **$ 1,382,781.70** | |
| | | **Specialty Items** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 48 | | Field Subdrain | 1,620 | LF | $ 22.49 | $ 36,433.80 | |
| | | **Subtotal** | | | | **$36,433.80** | |
| | | **Seeding & Landscape** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 49 | | Lawn Seed | 87,655 | SF | $ 1.00 | $ 87,655.16 | |
| 50 | | Sod | 162,000 | SF | $ 8.00 | $ 1,296,002.00 | |
| 51 | | Overstory Trees | 21 | EA | $ 550.00 | $ 11,550.00 | |
| 52 | | Overstory Street Trees | 12 | EA | $ 550.00 | $ 6,600.00 | |
| 53 | | Understory Trees | 78 | EA | $ 550.00 | $ 42,900.00 | |
| 54 | | Shrubs | 473 | EA | $ 100.00 | $ 47,300.00 | |
| 55 | | Grasses/Perennials | 1,260 | EA | $ 35.00 | $ 44,100.00 | |
| 56 | | Groundcover | 276 | SF | $ 8.00 | $ 2,208.00 | |
| 57 | | Rock Mulch | 694 | SF | $ 12.00 | $ 8,328.00 | |
| 58 | | Mulch | 25,000 | SF | $ 1.35 | $ 33,750.00 | |
| 59 | | Mulch - 3' Tree Ring | 3,138 | SF | $ 1.35 | $ 4,236.26 | |
| 60 | | Irrigation - Planting Bed | 1 | ALW | $ 30,000.00 | $ 30,000.00 | Potential low additional cost item for phasing |
| 61 | | Irrigation - Turf Grass | 1 | ALW | $ 11,000.00 | $ 11,000.00 | Potential low additional cost item for phasing |
| | | **Subtotal** | | | | **$ 1,625,629.42** | |
| | | **Site Amenities** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 62 | | 6' expanded steel in standard picnic shelters | 8 | EA | $ 1,419.49 | $ 11,355.92 | |
| 63 | | 8' expanded steel table in ada picnic shelters | 19 | EA | $ 1,509.49 | $ 28,680.31 | |
| 64 | | Benches - 6' steel slat | 21 | EA | $ 1,794.80 | $ 37,690.80 | |
| 65 | | Trash receptacles, single - 36 gal | 2 | EA | $ 1,246.95 | $ 2,493.90 | |
| 66 | | Trash receptacles, double - 36 gal | 2 | EA | $ 2,493.90 | $ 4,987.80 | |
| 67 | | Drinking Fountain | 1 | LS | $ 5,711.00 | $ 5,711.00 | |
| 68 | | Bike racks - 9-bike capacity wave | 2 | EA | $ 819.90 | $ 1,639.80 | |
| 69 | | Dog Waste Station | 1 | EA | $ 700.00 | $ 700.00 | |
| 70 | | Monumental sign - allowance | 1 | LS | $ 40,000.00 | $ 40,000.00 | |
| 71 | | Signage Allowance | 2 | LS | $ 7,500.00 | $ 15,000.00 | |
| 72 | | Container, storage - 20'x8'6" allowance | 1 | EA | $ 20,000.00 | $ 20,000.00 | |
| 73 | | Chain link fence - 4' high | 621 | LF | $ 86.96 | $ 54,002.16 | |
| 74 | | Chain link fence - 8' high | 163 | LF | $ 86.96 | $ 14,174.48 | |
| 75 | | Chain link gate - 8' high | 6 | EA | $ 1,474.43 | $ 8,846.58 | |
| 76 | | Split Rail Wood Fence, 4"x4" cedar posts - 4'-0" H | 1,282 | LF | $ 62.90 | $ 80,637.80 | |
| 77 | | Gate - 13' opening, double swing | 4 | EA | $ 1,474.43 | $ 5,897.72 | |
| | | **Subtotal** | | | | **$ 331,818.27** | |
| | | **Subtotal** | | | | **$7,001,080.32** | |
| | | General Conditions | 8% | | | $ 560,086.43 | |
| | | Overhead and Profit | 8% | | | $ 560,086.43 | |
| | | Contingency | 4% | | | $ 280,043.21 | |
| | | **Total** | | | | **$8,401,296.38** | |

**Henshaw Park - Eastern Parcel**
**PROBABLE CONSTRUCTION COST OPINION**

**Final**

The amounts stated herein are our best estimate of probable construction costs based on current information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot ensure that actual construction costs will equal this cost opinion.

**Henshaw Park**
Chico, CA

24548
10/19/2026

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | **Total Anticipated Project Cost** | | | | **$ 5,203,102.38** | |

| ITEM NO. | | STD. BID ITEM | ITEM DESCRIPTION | APROX. QTY. | UNIT | UNIT PRICE | ITEM COST | REMARKS |
|---|---|---|---|---|---|---|---|---|
| | | | **General** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 1 | | | Mobilization | 1 | ALW | $ 250,000.00 | $ 250,000.00 | |
| | | | **Subtotal** | | | | **$250,000.00** | |
| | | | | | | | | |
| | | | **Demolition & Temporary Construction** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 2 | | | Clearing & Grubbing | 6 | AC | $ 15,000.00 | $ 90,000.00 | |
| 3 | | | Erosion/Sediment Control | 1 | ALW | $ 38,310.00 | $ 38,310.00 | |
| | | | **Subtotal** | | | | **$128,310.00** | |
| | | | | | | | | |
| | | | **Grading & Earthwork** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 4 | | | Topsoil: Strip, Stockpile on-site | 860 | CY | $ 12.00 | $ 10,316.45 | |
| 5 | | | Topsoil: Spread | 860 | CY | $ 20.00 | $ 17,194.09 | |
| 6 | | | Topsoil, Import | 833 | CY | $ 30.00 | $ 24,999.75 | |
| 7 | | | Rough Grading | 14,809 | SY | $ 3.00 | $ 44,426.34 | |
| 8 | | | Fine Grading | 1,900 | SY | $ 9.00 | $ 17,099.83 | |
| | | | **Subtotal** | | | | **$ 114,036.47** | |
| | | | | | | | | |
| | | | **Utilities** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 9 | | | Storm Sewer Systems | 1 | ALW | $ 502,317.78 | $ 502,317.78 | |
| 10 | | | Water Service | 1 | ALW | $ 30,661.75 | $ 30,661.75 | |
| 11 | | | Sanitary Waste Removal: Restroom Building | 1 | ALW | $ 15,000.00 | $ 15,000.00 | |
| | | | **Subtotal** | | | | **$ 547,979.53** | |
| | | | | | | | | |
| | | | **Electrical** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 12 | | | Electrical Service | 1 | LS | $ 25,000.00 | $ 25,000.00 | |
| 13 | | | 2xUtility transformer, pad, conduit, feeder, switchboard, panels | 1 | LS | $ 90,000.00 | $ 90,000.00 | |
| 14 | | | Lighting Allowance (Site) | 1 | ALW | $ 151,300.00 | $ 151,300.00 | |
| 15 | | | Lighting Allowance (Court) | 2 | ALW | $ 57,400.00 | $ 114,800.00 | |
| | | | **Subtotal** | | | | **$ 381,100.00** | |
| | | | | | | | | |
| | | | **Structures** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 16 | | | Picnic Shelter | 2 | ALW | $ 142,515.00 | $ 285,030.00 | |
| 17 | | | Restroom | 1 | ALW | $ 689,342.32 | $ 689,342.32 | |
| 18 | | | Play equipment - material only | 1 | LS | $ 336,058.00 | $ 336,058.00 | |
| 19 | | | Play equipment allowance - labor | 1 | LS | $ 50,000.00 | $ 50,000.00 | |
| 20 | | | Shade structure, skyways triangle sail - 20'x20'x20 | 3 | EA | $ 17,845.00 | $ 53,535.00 | |
| 21 | | | Shade structure, skyways triangle sail - 30'x30'x30 | 1 | EA | $ 39,150.00 | $ 39,150.00 | |
| | | | **Subtotal** | | | | **$ 1,453,115.32** | |
| | | | | | | | | |
| | | | **Futsal Courts** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 22 | | | Surface | 7,250 | SF | $ 15.00 | $ 108,750.00 | |
| 23 | | | Concrete Curb, Court | 486 | LF | $ 36.75 | $ 17,842.86 | |
| 24 | | | Court Markings | 2 | EA | $ 350.00 | $ 700.00 | |
| 25 | | | Futsal wall/fence system - 3'h | 2 | EA | 20,775.00 | $ 41,550.00 | |
| | | | **Subtotal** | | | | **$ 168,842.86** | |
| | | | | | | | | |
| | | | **Surfacing & Hardscape** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 26 | | | 5" P.C.C. Sidewalk | 33,814 | SF | $ 13.00 | $ 439,584.82 | |
| 27 | | | Asphalt paving at pump track (2":6") | 348 | SY | $ 38.75 | $ 13,487.54 | |
| 28 | | | Concrete curb and gutter - 24" | 1,107 | LF | $ 38.75 | $ 42,878.81 | |
| 29 | | | Play Surface | 11,035 | SF | $ 25.25 | $ 278,633.75 | |
| 30 | | | Gravel Cushion | 18 | CY | $ 65.00 | $ 1,170.00 | |
| 31 | | | Playground transition curb - 24"w x 12"d beveled | 466 | LF | $ 38.50 | $ 17,935.23 | |



thinkconfluence.com

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 32 | | | Wheelchair curb access | 4 | EA | $ 2,500.00 | $ 10,000.00 | |
| 33 | | | Site Walls | 1 | ALW | $ 53,623.57 | $ 53,623.57 | |
| | | | **Subtotal** | | | | **$ 857,313.72** | |
| | | | | | | | | |
| | | | **Seeding & Landscape** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 34 | | | Lawn Seed | 43,828 | SF | $ 1.00 | $ 43,827.58 | |
| 35 | | | Overstory Trees | 7 | EA | $ 550.00 | $ 3,850.00 | |
| 36 | | | Overstory Street Trees | 6 | EA | $ 550.00 | $ 3,300.00 | |
| 37 | | | Understory Trees | 40 | EA | $ 550.00 | $ 22,000.00 | |
| 38 | | | Shrubs | 367 | EA | $ 100.00 | $ 36,700.00 | |
| 39 | | | Grasses/Perennials | 876 | EA | $ 35.00 | $ 30,660.00 | |
| 40 | | | Groundcover | 276 | SF | $ 8.00 | $ 2,208.00 | |
| 41 | | | Rock Mulch | 694 | SF | $ 12.00 | $ 8,328.00 | |
| 42 | | | Mulch | 12,500 | SF | $ 1.35 | $ 16,875.00 | |
| 43 | | | Mulch - 3' Tree Rings 3" Depth | 1,498 | SF | $ 1.35 | $ 2,022.72 | |
| 44 | | | Irrigation - Planting Bed | 1 | ALW | $ 30,000.00 | $ 30,000.00 | |
| 45 | | | Irrigation - Turf Grass | 1 | ALW | $ 11,000.00 | $ 11,000.00 | |
| | | | **Subtotal** | | | | **$210,771.30** | |
| | | | | | | | | |
| | | | **Site Amenities** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 46 | | | 6' expanded steel in standard picnic shelters | 8 | EA | $ 1,419.49 | 11,356 | |
| 47 | | | 8' expanded steel table in ada picnic shelters | 19 | EA | $ 1,509.49 | 28,680 | |
| 48 | | | Benches - 6' steel slat | 19 | EA | $ 1,794.80 | $ 34,101.20 | |
| 49 | | | Trash receptacles, single - 36 gal | 1 | EA | $ 1,246.95 | $ 1,246.95 | |
| 50 | | | Trash receptacles, double - 36 gal | 2 | EA | $ 2,493.90 | $ 4,987.80 | |
| 51 | | | Drinking Fountain | 1 | LS | $ 5,711.00 | $ 5,711.00 | |
| 52 | | | Bike racks - 9-bike capacity wave | 1 | EA | $ 819.90 | $ 819.90 | |
| 53 | | | Dog Waste Station | 1 | EA | $ 700.00 | $ 700.00 | |
| 54 | | | Monumental sign - allowance | 1 | LS | $ 40,000.00 | $ 40,000.00 | |
| 55 | | | Signage Allowance | 1 | LS | $ 7,500.00 | $ 7,500.00 | |
| 56 | | | Container, storage - 20'x8'6" allowance | 1 | EA | $ 20,000.00 | $ 20,000.00 | |
| 57 | | | Chain link fence - 8' high | 98 | LF | $ 86.96 | $ 8,522.08 | |
| 58 | | | Split Rail Wood Fence, 4"x4" cedar posts - 4'-0" H | 967 | LF | $ 62.90 | $ 60,824.30 | |
| | | | **Subtotal** | | | | **$ 224,449.46** | |
| | | | | | | | | |
| | | | **Subtotal** | | | | **$4,335,918.65** | |
| | | | General Conditions | 8% | | | $ 346,873.49 | |
| | | | Overhead and Profit | 8% | | | $ 346,873.49 | |
| | | | Contingency | 4% | | | $ 173,436.75 | |
| | | | **Total** | | | | **$5,203,102.38** | |



thinkconfluence.com

**Henshaw Park - Western Parcel**
**PROBABLE CONSTRUCTION COST OPINION**

**Final**
The amounts stated herein are our best estimate of probable construction costs based on current information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot ensure that actual construction costs will equal this cost opinion.

**Henshaw Park**
Chico, CA

24548
10/19/2026

| | | | |
|---|---|---|---|
| | | **Total Anticipated Project Cost** | **$ 3,623,365.98** |

| ITEM NO. | | STD. BID ITEM | ITEM DESCRIPTION | APROX. QTY. | UNIT | UNIT PRICE | ITEM COST | REMARKS |
|---|---|---|---|---|---|---|---|---|
| | | | **General** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 1 | | | Mobilization | 1 | ALW | $ 250,000.00 | $ 250,000.00 | |
| | | | **Subtotal** | | | | **$250,000.00** | |
| | | | | | | | | |
| | | | **Demolition & Temporary Construction** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 2 | | | Clearing & Grubbing | 6.5 | AC | $ 15,000.00 | $ 97,500.00 | |
| 3 | | | Erosion/Sediment Control | 1 | ALW | $ 38,310.00 | $ 38,310.00 | |
| | | | **Subtotal** | | | | **$135,810.00** | |
| | | | | | | | | |
| | | | **Grading & Earthwork** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 4 | | | Topsoil: Strip, Stockpile on-site | 1,720 | CY | $ 12.00 | $ 20,643.43 | |
| 5 | | | Topsoil: Spread | 1,720 | CY | $ 20.00 | $ 34,405.72 | |
| 6 | | | Topsoil, Import | 1,668 | CY | $ 30.00 | $ 50,025.00 | |
| 7 | | | Rough Grading | 29,633 | SY | $ 3.00 | $ 88,898.01 | |
| 8 | | | Fine Grading | 3,802 | SY | $ 9.00 | $ 34,217.10 | |
| | | | **Subtotal** | | | | **$228,189.26** | |
| | | | | | | | | |
| | | | **Utilities** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 9 | | | Water Service | 1 | ALW | $ 50,000.00 | $ 50,000.00 | |
| | | | **Subtotal** | | | | **$50,000.00** | |
| | | | | | | | | |
| | | | **Electrical** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 10 | | | Electrical Service | 1 | LS | $ 25,000.00 | $ 25,000.00 | |
| 11 | | | Parking lot light, pole, & concrete base - SP1 (sgl head) | 14 | EA | $ 6,245.00 | $ 87,430.00 | |
| 12 | | | Pullbox, inground - future field lighting | 1 | EA | $ 620.00 | $ 620.00 | |
| 13 | | | Site lighting conduit and wiring allowance | 1858 | LF | $ 23.46 | $ 43,588.68 | |
| 14 | | | Charging stations, ev - dual port | 5 | EA | $ 11,875.00 | $ 59,375.00 | |
| 15 | | | Feeder, charging stations - allowance | 280 | LF | $ 30.00 | $ 8,400.00 | |
| 16 | | | Charging station footings - scope/future | 6 | EA | $ 575.00 | $ 3,450.00 | |
| 17 | | | Pullbox, inground - future ev charging station | 4 | ALW | $ 620.00 | $ 2,480.00 | |
| | | | **Subtotal** | | | | **$230,343.68** | |
| | | | | | | | | |
| | | | **Surfacing & Hardscape** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 18 | | | 5" P.C.C. Sidewalk | 19,191 | SF | $ 13.00 | $ 249,486.51 | |
| 19 | | | Asphalt paving at road shoulder (3":8") | 1,305 | SY | $ 60.00 | $ 78,300.00 | |
| 20 | | | Asphalt paving at parking lot (3":8") | 2,418 | SY | $ 55.00 | $ 133,005.34 | |
| 21 | | | Add for compacted subgrade - 12" | 11,789 | SF | $ 0.30 | $ 3,536.70 | |
| 22 | | | Concrete curb and gutter - 24" | 1,236 | LF | $ 38.75 | $ 47,913.99 | |
| 23 | | | Wheelchair curb access | 4 | EA | $ 2,500.00 | $ 10,000.00 | |
| 24 | | | Parking Lot Striping | 864 | LF | $ 0.75 | $ 648.00 | |
| 25 | | | Diagonal Striping | 94 | SF | $ 1.55 | $ 145.70 | |
| 26 | | | Crosswalk Striping | 485 | SF | $ 1.55 | $ 751.75 | |
| 27 | | | Painted Symbols + Graphics | 8 | EA | $ 210.00 | $ 1,680.00 | |
| | | | **Subtotal** | | | | **$ 525,467.99** | |
| | | | | | | | | |
| | | | **Specialty Items** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 28 | | | Field Subdrain | 1,620 | LF | $ 22.49 | $ 36,433.80 | |
| | | | **Subtotal** | | | | **$36,433.80** | |
| | | | | | | | | |
| | | | **Seeding & Landscape** | **Qty** | **Unit** | **Unit Cost** | **Item Total** | **Remarks** |
| 29 | | | Lawn Seed | 43,828 | SF | $ 1.00 | $ 43,827.58 | |
| 30 | | | Sod | 162,000 | SF | $ 8.00 | $ 1,296,002.00 | |
| 31 | | | Overstory Trees | 14 | EA | $ 550.00 | $ 7,700.00 | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 32 | | | Overstory Street Trees | 6 | EA | $ | 550.00 | $ 3,300.00 |
| 33 | | | Understory Trees | 38 | EA | $ | 550.00 | $ 20,900.00 |
| 34 | | | Shrubs | 106 | EA | $ | 100.00 | $ 10,600.00 |
| 35 | | | Grasses/Perennials | 384 | EA | $ | 35.00 | $ 13,440.00 |
| 36 | | | Mulch | 12,500 | SF | $ | 1.35 | $ 16,875.00 |
| 37 | | | Mulch - 3' Tree Rings 3" Depth | 1,640 | SF | $ | 1.35 | $ 2,213.54 |
| 38 | | | Irrigation - Planting Bed | 1 | ALW | $ | 30,000.00 | $ 30,000.00 |
| 39 | | | Irrigation - Turf Grass | 1 | ALW | $ | 11,000.00 | $ 11,000.00 |
| | | | **Subtotal** | | | | | **$1,455,858.12** |
| | | | | | | | | |
| | | | **Site Amenities** | **Qty** | **Unit** | **Unit Cost** | | **Item Total** |
| 40 | | | Benches - 6' steel slat | 2 | EA | $ | 1,794.80 | $ 3,589.60 |
| 41 | | | Trash receptacles, single - 36 gal | 1 | EA | $ | 1,246.95 | $ 1,246.95 |
| 42 | | | Bike racks - 9-bike capacity wave | 1 | EA | $ | 819.90 | $ 819.90 |
| 43 | | | Signage Allowance | 1 | LS | $ | 7,500.00 | $ 7,500.00 |
| 44 | | | Chain link fence - 4' high | 621 | LF | $ | 86.96 | $ 54,002.16 |
| 45 | | | Split Rail Wood Fence, 4"x4" cedar posts - 4'-0" H | 315 | LF | $ | 62.90 | $ 19,813.50 |
| 46 | | | Chain link fence - 8' high | 65 | LF | $ | 86.96 | $ 5,652.40 |
| 47 | | | Chain link gate - 8' high | 6 | EA | $ | 1,474.43 | $ 8,846.58 |
| 48 | | | Gate - 13' opening, double swing | 4 | EA | $ | 1,474.43 | $ 5,897.72 |
| | | | **Subtotal** | | | | | **$ 107,368.81** |
| | | | | | | | | |
| | | | **Subtotal** | | | | | **$3,019,471.65** |
| | | | General Conditions | 8% | | $ | | 241,557.73 |
| | | | Overhead and Profit | 8% | | $ | | 241,557.73 |
| | | | Contingency | 4% | | $ | | 120,778.87 |
| | | | **Total** | | | | | **$3,623,365.98** |

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Rec Technologies Implementation and Website Improvements Update

## BACKGROUND

In June 2025, the Board approved moving the District's recreation management software from ActiveNet to Rec Technologies (Staff Report FI-25-018). The goals were a better customer experience, simpler staff workflows, and lower cost: annual software costs were projected at approximately $136,000 with Rec Technologies, compared to $144,000 with ActiveNet, a savings of about $8,000 per year. Rec Technologies now handles online registration, facility rentals, memberships, point-of-sale, and customer communications.

Data migration, staff training, and the build-out of programs and rentals are complete, and Rec Technologies launched to the public in spring 2026, ahead of summer registration. Two implementation tasks remain in progress: automatic waitlists and automatic payments. Staff expect to finish both and move to routine system management by December 2026. Since August 2026, staff have held quarterly internal Rec Technologies review meetings to monitor performance, track feature requests, and gather feedback from across the District.

## DISCUSSION

With the registration system in place, staff are now focused on making programs easier to find and register for. Two improvements are underway.

**Website enhancements with Amplify.** The District's website, chicorec.gov, runs on the Streamline platform. Staff are adding Amplify, a premium Streamline feature that provides a visual page builder; the website address will not change. Amplify supplies ready-made page layouts so information appears in the same place on every page, along with quick links and banners that take visitors directly to the most-used pages, including registration. It also adds version controls and a final review step before any page is published, and an accessibility assistant that checks content as pages are built.

The accessibility assistant matters beyond convenience. Under the U.S. Department of Justice's 2024 web accessibility rule under Title II of the Americans with Disabilities Act, special districts must bring their web content into conformance with WCAG 2.1 Level AA. A DOJ interim final rule published in April 2026 extended the compliance date for special districts to April 26, 2028. The assistant does not by itself make the site compliant, but it gives staff a practical way to keep new content conforming as it is published.

Staff are also reorganizing the site's main menu around what visitors come to do, using six tabs: Programs & Activities, Parks & Facilities, Events, Rentals, Get Involved, and About & Governance. This work is being done behind the scenes, and staff expect to publish the updated website before Spring registration opens on January 15th.

**Simpler program categories.** Visitors can already browse programs by age group and by category. Staff are now simplifying those categories in Rec Technologies so programs are grouped the same way on the website and in the registration system. Matching categories in both places should make search results more accurate and easier to scan.

## FISCAL IMPACT

Adding Amplify increases the District's annual Streamline website fee by approximately $1,500, from $6,300 to $7,800. The increase can be absorbed within the current Fiscal Year 2026-27 operating budget, and no budget adjustment is requested.

## RECOMMENDATION

This item is for information only. No Board action is requested.





# CARD

Chico Area Recreation & Park District





# Website Restructure

A new look and feel—and consistency!

# Purpose & Goals

Why we're restructuring the website, and what it means for staff and the public

OUR PURPOSE

One consistent, up-to-date website: easy for the public to use and easy for staff to maintain.

INTERNAL

## For Staff

**Goal:** Make building and updating pages simple, consistent and accountable.

- **Clear templates**
  Approved layouts take the guesswork out
- **Simple editing**
  Amplify adds easy, visual page building
- **A final audit**
  Every page is reviewed via info@chicorec.gov

PUBLIC

## For Visitors

**Goal:** Help every visitor find what they need quickly, without having to call or email.

- **Easy to navigate**
  Six menu tabs built around what visitors want to do
- **Consistent pages**
  Information sits in the same place on every page
- **Current & accessible**
  Audited content that works for every visitor

# What Is Amplify?

A newer way to build pages on the website we already have

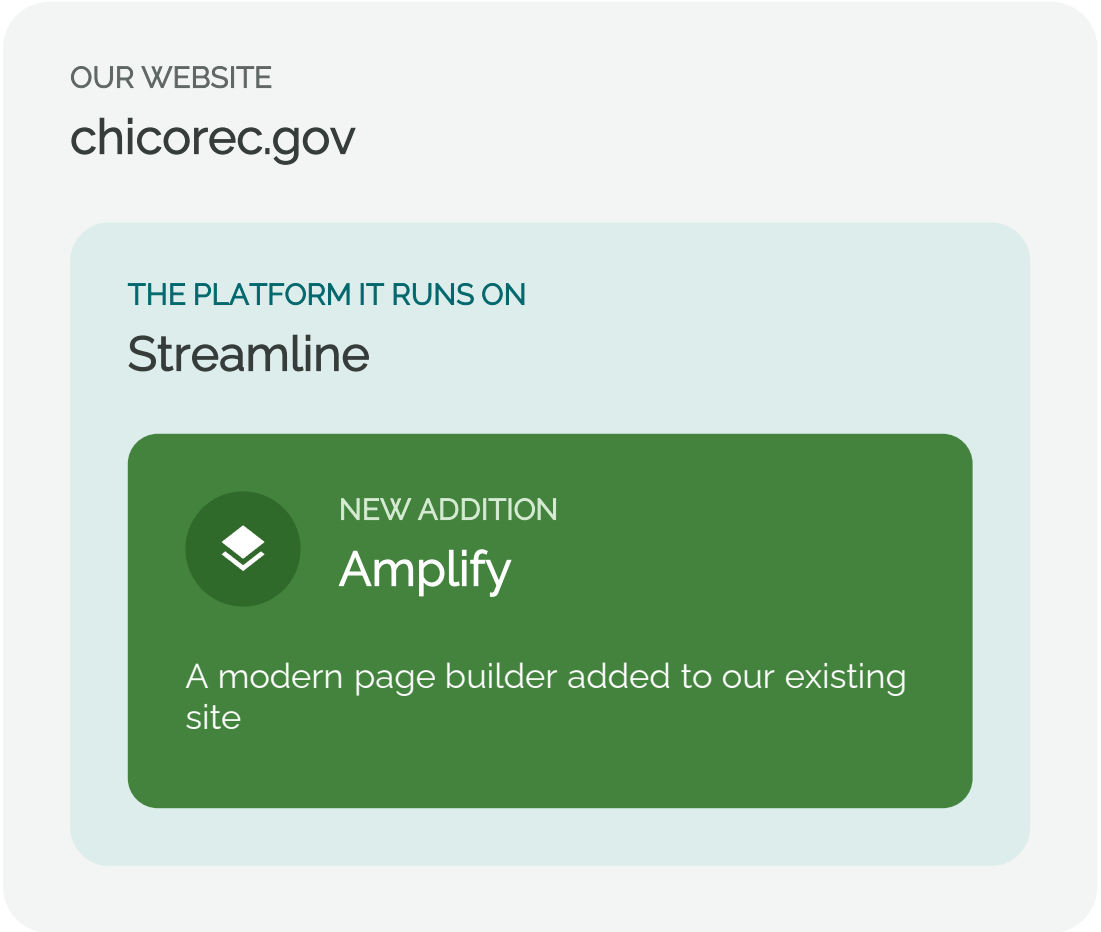
Amplify is Streamline's next-generation page builder. It lets staff create and update pages visually, with no technical experience needed.

### Same website
chicorec.gov keeps its address and stays on Streamline

### A new editor
Pages are built visually from ready-made sections

### Built for everyone
Designed for staff with no coding background

Learn more: support.getstreamline.com/what-is-amplify



# What Amplify Gives Us

Six tools staff will use to build and update pages



## Designer Sections

Build pages from ready-made content sections



## Page Layouts

Choose from multiple layouts for each page



## Accessibility Assistant

Helps keep every page accessible to all visitors



## Header & Footer

Site-wide elements customized in one place



## Banners & Media

Add banners, preview sections, quicklinks and rich media

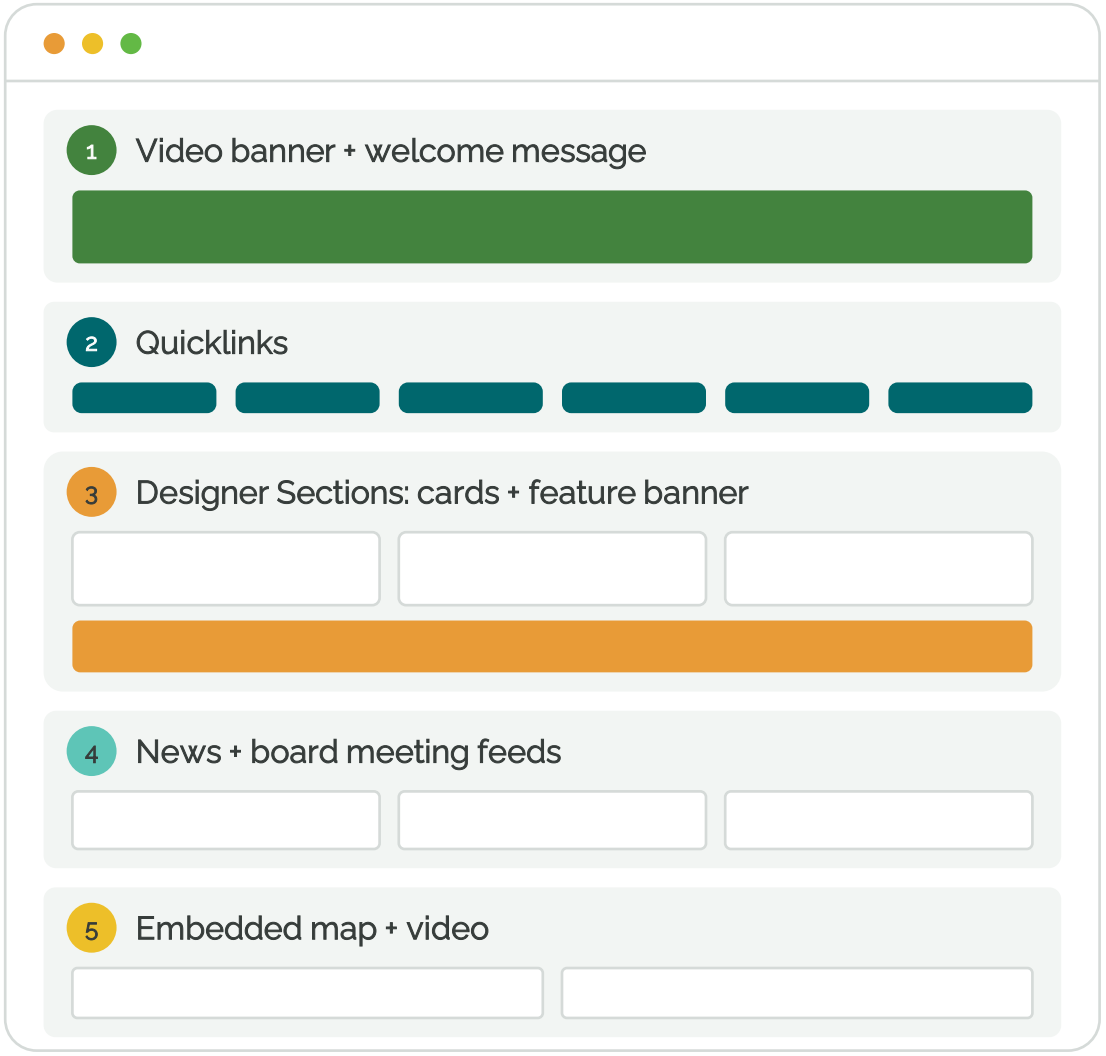


## Version Controls

Publish updates with confidence

# See Amplify in Action

A sample parks & rec homepage built entirely in Amplify




## What to point out

1. **Big visual banner**
   Video or photo across the top with a welcome message
2. **Quicklinks**
   One-click buttons to the most-used pages
3. **Designer Sections**
   Card grids and banners stacked like building blocks
4. **Live content**
   News, board meetings and events pull in automatically
5. **Rich media**
   Embedded maps and videos right on the page

Open the live example →

amplify-park-no-edits.specialdistrict.org

# Menu Layout

Big changes!

# The New Menu at a Glance

Six tabs, each answering one question: what do you want to do?

CARD
Chico Area Recreation & Park District

Programs & Activities | Parks & Facilities | Events | Rentals | Get Involved | About & Governance

**6**

top-level tabs

**32**

menu items underneath

## 1 Do

Everything you can sign up for: sports, swim, camps, classes

10 menu items

## 2 Visit

The places: parks, pools, centers and park info

5 menu items

## 3 Attend

Community, inclusive and special events, plus sponsorship

4 menu items

## 4 Book

Reserve a facility, park, picnic area, pool or field

5 menu items

## 5 Join

Volunteer, work, teach, donate or be a food vendor

5 menu items

## 6 Learn

Who CARD is, the Board, and district transparency

3 menu items

# Programs & Activities

Do: everything a visitor can sign up for (part 1 of 2)

CARD
Chico Area Recreation & Park District

Programs & Activities | Parks & Facilities | Events | Rentals | Get Involved | About & Governance

### Programming by Age

Toddler
Youth
Teens
Adults
Seniors

### Athletics

Adult Sports
Youth Sports

### Aquatics

Adaptive Aquatic Programs
Pool Rentals
Swim Lessons

### Camps

School Year
Summer
*browse by age or by week*

# Programs & Activities

Do: everything a visitor can sign up for (part 2 of 2)

CARD Chico Area Recreation & Park District

Programs & Activities | Parks & Facilities | Events | Rentals | Get Involved | About & Governance

- **Homeschool**
  *Single page*
- **Chico Ice Rink (Seasonal)**
  *Single page*
- **Inclusion**
  - Events
  - Information & Forms
  - Programming
- **Nature Programming**
  - Birthday Parties
  - Chico Community Observatory
  - Field Trips
  - Programming
- **Program Information & Policies**
  - Charter School Registration
  - Jan Sneed Youth Scholarship
  - Policies & Guidelines
  - Registration

# Parks & Facilities

Visit: the places, and everything you need to know about them

CARD Chico Area Recreation & Park District

Programs & Activities | **Parks & Facilities** | Events | Rentals | Get Involved | About & Governance

## Aquatic Facilities

- Aquatic Center
- PV Pool

## Facilities

- CARD Community Center
- Chico Creek Nature Center
- Chico Community Observatory
- Dorothy F. Johnson Center
- Lakeside Pavilion
- Pleasant Valley Recreation Center

## Parks

- Community Parks
  *each listed park*
- Neighborhood Parks
  *all neighborhood parks*

## Park Information

- Map a Park
- Park Improvement Projects
- Rules

## RFPs & Open Bids

*Single page*

# Events, Rentals & Get Involved

Attend, Book, Join: three simple, one-level menus

CARD
Chico Area Recreation & Park District

Programs & Activities | Parks & Facilities | **Events** | **Rentals** | **Get Involved** | About & Governance

## Attend Events

- Community Events
- Inclusive Events
- Special Events
- Become a Sponsor

## Book Rentals

- Facility Rental
- Park Rental
- Picnic Rental
- Pool Rental
- Sports Rental

## Join Get Involved

- Become a Contract Instructor
- Donations
- Employment
- Food Vendors
- Volunteer

# About & Governance

Learn: who CARD is and how the district is run

CARD Chico Area Recreation & Park District

Programs & Activities | Parks & Facilities | Events | Rentals | Get Involved | About & Governance

## All About CARD

- About Special Districts
- CARD History
- FAQ
- Legacy Landmarks
- Mission
- News
- Our Team
- Studies & Reports

## Board of Directors

- Board Meetings
- Elections
- Trustee Maps & Legal

## District Transparency

*Single page*

# Recap & Next Steps

What we covered today, and how to get a page published

## WHAT WE COVERED

### A clear purpose

One consistent, up-to-date website for staff and the public

### Adding Amplify

New page-building tools on chicorec.gov keep pages consistent

### A simpler menu

Six tabs and 32 items, organized around what visitors want to do

## HOW TO UPDATE A PAGE

### 1. Build

Create or update your page in Amplify using the approved templates

### 2. Submit

Send the completed page to info@chicorec.gov, 2 weeks prior to season publish date!

### 3. Publish

Each page gets a final audit and goes live on approved season opening date.

# Thank you!



# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Approve Right-Of-Way Offer at PV Rec Center

## BACKGROUND

The City of Chico is moving forward with the 2027 Road Rehabilitation Project, which will improve North Avenue, Floral Avenue, and Mariposa Avenue between Manzanita Avenue and East Avenue. The project includes rehabilitating and reconstructing pavement, upgrading curb ramps to meet current ADA standards, improving drainage, making sewer system improvements, and installing new signage and striping. The improvements are meant to extend the life of the roadway and make the corridor safer and more accessible for drivers, cyclists, and pedestrians.

The District owns the Pleasant Valley Recreation Center property at 2320 North Avenue (APN 015-300-001), a 1.63-acre parcel along the project corridor. To build a new sidewalk along the property frontage, the City needs to acquire small property interests from the District.

## DISCUSSION

The City is asking to acquire the following property interests:

- **Partial fee acquisition:** A 3 square foot strip of land along the North Avenue frontage, which will become permanent public right-of-way.
- **Temporary construction easement:** 365 square feet along the frontage for a term of 36 months, which will allow construction of the new sidewalk.
- **Permission to enter:** Temporary access to the property for construction activities, including connecting the new sidewalk to the existing driveway.

The City has offered $600 for these property interests, based on a waiver valuation prepared for the City. Under the terms of the offer, all improvements within the temporary construction easement area will be protected in place or replaced in kind by the City's contractor. The valuation found no severance damages to the rest of the property.

The acquisition areas are small and limited to the edge of the property along North Avenue. Staff do not expect the project to affect District programs or operations at the Pleasant Valley Recreation Center. The completed improvements will also give Center visitors safer, more accessible pedestrian access.

Under state law, the District may get its own independent appraisal and be reimbursed by the City for up to $5,000 of the cost. Given how small the acquisition areas are and how much the District benefits from the project, staff do not recommend seeking an independent appraisal.

The City's offer is subject to ratification by the Chico City Council through execution of a Right of Way Contract. If the Board approves, the General Manager will work with Monument to sign the Right of Way Contract and deed.

## FISCAL IMPACT

The District will receive $600 from the City of Chico. Staff do not anticipate any costs to the District.

## RECOMMENDATION

Staff recommend the Board of Directors accept the City of Chico's offer of $600 for a 3 square foot partial fee acquisition and a 365 square foot temporary construction easement at 2320 North Avenue (APN 015-300-001) for the 2027 Road Rehabilitation Project and authorize the General Manager to execute the Right of Way Contract, deed, and any related documents.

**PUBLIC WORKS DEPARTMENT**
**ENGINEERING DIVISION**
411 Main Street, 2nd Floor
P.O. Box 3420
Chico, CA 95927-3420
Phone: (530) 879-6900
Fax: (530) 895-4899
www.ChicoCa.gov

September 18, 2026

Chico Area Recreation and Park District
545 Vallombrosa Avenue
Chico, CA 95926-4037

**RE: 2027 Road Rehabilitation Project – North, Floral & Mariposa Avenues**
**North Avenue, Chico, CA 95926**
**Assessor Parcel No. 015-300-001**

Dear Chico Area Recreation and Park District,

The City of Chico (hereinafter referred to as the "City"), is proceeding with the 2027 Road Rehabilitation Project – North, Floral & Mariposa Avenues (the "Project"). The Project proposes improvements to North Avenue, Floral Avenue, and Mariposa Avenue between Manzanita Avenue and East Avenue. The City is moving forward with these improvements to enhance safety, accessibility, and pavement conditions for motorists, cyclists, and pedestrians. The work includes rehabilitating and reconstructing deteriorated pavement sections, upgrading curb ramps to meet current ADA standards, improving drainage features, sewer system improvements, and installing new signage and striping. These improvements are intended to extend the life of the roadway, improve traffic operations, and provide a safer and more accessible corridor for all users.

The City has determined that the Project will require a Partial Fee Acquisition and a Temporary Construction Easement ("TCE") interest on the property located at North Avenue, Chico, CA 95926 and identified by the Butte County Assessor as Assessor Parcel Number 015-300-001 (the "Property"). A review of public records indicates that you are the owner of record of the Property.

The City is interested in negotiating the purchase of a 3 square foot partial fee acquisition and a 365 square foot temporary construction easement for a term of thirty-six months (36) months (the "Property Interests") on your Property. The City will also require permission to enter the Property to perform construction related activities associated with the Project (the "PTEC"). The Property Interests and the PTEC area are shown in the enclosed exhibit. The City hereby offers you the amount of Six Hundred Dollars **($600.00)** for the Property Interests.

The City has retained Monument to contact the property owners in order to acquire the necessary rights for the Project and has specifically authorized Merhawit Hagos to make this offer to you.

It is the City's policy to acquire privately owned property only when it is essential to do so, and through voluntary purchase if possible. While the City has the power of eminent domain, condemnation has not been authorized with respect to the Property Interests. However, in order to keep you fully informed, enclosed is a pamphlet on the eminent domain process and your rights.

Federal and California law requires that before making an offer to acquire real property or an interest in real property, the City must obtain an appraisal to determine the fair market value of the property interests to be acquired for the Project, establish an amount which it believes to be just compensation for the property interests to be acquired, and make an offer to the owner or owners of record to acquire the property interests in the full amount of the just compensation so established.

The City has determined that the amount of just compensation for the Property Interests is the sum of Six Hundred Dollars **($600.00)**. The City's offer is the full amount that the City has determined to be the fair market value of the Property Interests. The basis for that determination is explained in the enclosed waiver valuation report.

It is the City's hope that this price is agreeable to you and that the acquisition can begin immediately. This offer is, however, conditioned upon the City's ratification of the offer by execution of a contract of acquisition in a form and substance approved by the City Council. This offer is also based on the assumption that the Property Interests is free of contamination and requires no remediation. If contamination is found, this offer will be subject to amendment.

You have the right to obtain your own independent appraisal. Pursuant to California Code of Civil Procedure section 1263.025, you are entitled to be reimbursed for the reasonable cost, up to five thousand dollars ($5,000), for an independent appraisal you obtain. In order to receive any reimbursement, the appraiser you choose must be licensed with the California Bureau of Real Estate Appraisers (formerly the California Office of Real Estate Appraisers) and you must submit your reimbursement request in writing to the City of Chico. With your reimbursement request, you must submit (1) copies of the contract (if a contract was made), (2) the appraisal report, and (3) the invoice for the completed work by the appraiser. Your request must be submitted to Monument within ninety (90) days of the earlier of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal.

If you wish to accept this offer, please contact your agent, **Merhawit Hagos** of Monument at 949-848-2546 so that she can arrange a date and time that is best for you to sign the Right of Way Contract and deed. If you have any questions or wish to discuss this matter further, please feel free to call **Merhawit Hagos** at the number noted above.

Sincerely,

Ramie Dawit

Ramie Dawit, Monument, Project Manager
*On behalf of the City of Chico*

Enclosures:

Waiver Valuation
Exhibit
Summary Statement
Acquisition Brochure

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Hooker Oak Community Park Softball Fence Extension

## BACKGROUND

District staff issued a Request for Proposals to extend the height of the outfield fence at Rex Murphy Field by approximately 10 feet to improve bystander safety. The work includes extending the existing fence poles and installing rope netting.

A non-mandatory bid walk was held on September 28, 2026. The District received six bids by the October 9, 2026, deadline. Staff interviewed Humboldt Fence Co. to confirm scope and pricing before bringing a recommendation to the Board.

## DISCUSSION

Six bids were received for this project. The complete bid tabulation is as follows:

| Bidder | Base Bid | Add Alt 1 | Bid Total |
|---|---|---|---|
| Humboldt Fence Co. | $52,361 | $850 | $53,211 |
| Al Var Fence Co. | $57,544.33 | $256.23 | $57,800.56 |
| Pisor | $65,386 | $6,243 | $71,629 |
| Willard 4 Fence | $69,100 | No Bid | $69,100 |
| West Coast Netting, Inc. | $70,000 | $9,000 | $79,000 |
| Pioneer | $71,774.59 | $4,149.01 | $75,923.60 |

Additive Alternate No. 1 extends the fence poles to 11 feet to match existing field conditions. Humboldt Fence Co. is the lowest responsible bidder for both the Base Bid and the Bid Total.

Although this project falls within the General Manager's approval authority under Policy 2165, staff are bringing the award to the Board for transparency, given the project's visibility to the community.

## FISCAL IMPACT

The Hooker Oak Community Park Softball Fence Extension project was approved through the budget process and has an allocation of $100,000. The Bid Total of $53,211, plus a contingency per District policy, is within the approved allocation. No additional budget allocation is needed.

## RECOMMENDATION

Staff recommend the Board of Directors Award the contract for the Hooker Oak Community Park Softball Fence Extension project to Humboldt Fence Co. in the amount of $53,211, with a minimum 15% contingency and authorize the General Manager to execute the contract and associated documents.

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Rescission of Position Consolidation and Reclassification (Staff Report 25-032)

## BACKGROUND

On May 22, 2025, the Board of Directors approved Staff Report 25-032, consolidating the duties of the Human Resources Manager and Finance Manager positions into a single position under the Director classification on the District's salary schedule, titled Human Resources and Finance Director. The consolidation followed the departure of the Human Resources Manager in November 2024 and the resignation of the Finance Manager in March 2025. The incumbent Finance Manager was reclassified into the consolidated position, and Staff Report 25-032 cited that individual's background in both finance and human resources as a primary basis for the change.

The incumbent separated from the District effective October 9, 2026, and the position is now vacant. On an interim basis, a Finance Specialist is covering finance functions, and the Strategic Initiatives Manager is serving as the point of contact for human resources matters with direct support from the General Manager. Payroll, benefits, and day-to-day operations are continuing without interruption.

## DISCUSSION

The 2025 consolidation was a practical response to two management vacancies in quick succession and the availability of an internal candidate with experience in both disciplines. Its central rationale, however, rested on the qualifications of one individual rather than on an assessment of the District's structural needs. With the position vacant, that rationale no longer applies.

The District's needs have also changed since May 2025. The opening of the Chico Aquatics Center and the expansion that follows will increase demands on both functions, including a larger seasonal workforce, higher recruitment and payroll volume, and more complex financial obligations and capital project accounting. Finance and human resources are each distinct professional disciplines with their own compliance requirements, and combining both under a single position concentrates a significant workload, and a single point of failure, in one role.

Rather than recruit into a structure designed around a single individual, staff recommend rescinding the consolidation. Rescission would remove the Human Resources and Finance Director classification from the salary schedule, restore the Finance Manager position, and place the Finance Specialist in that role.

Staff are currently requesting quotes from qualified human resources consulting firms to conduct an organizational assessment of the District's human resources functions. The assessment will identify gaps in structure, processes, and compliance, and recommend options for effectively managing the District's HR needs. Staff will present the consultant's findings and a recommendations which may include the possibility to outsource HR operations.

In addition, Staff is investigating the option of temporary support through a staffing agency as an interim solution to assist with the volume on seasonal staff hiring and onboarding to avoid any interruptions to District operations.

## RECOMMENDATION

Staff recommends that the Board of Directors rescind its May 22, 2025 action approving Staff Report 25-032; remove the Human Resources and Finance Director classification from the District's salary schedule and restore the Finance Manager position, as reflected in the amended salary schedule; and direct staff to complete an organizational assessment of the District's human resources functions and return to the Board with findings and recommends.

CARD

**Chico Area Recreation and Park District**
**Salary Schedule A - Exempt and Non-Exempt**
**Fiscal Year 2026-2027**

| Range | | Step A | Step B | Step C | Step D | Step E | Step F | Step G |
|---|---|---|---|---|---|---|---|---|
| A1 | Annual | $ 40,735 | $ 42,771 | $ 44,910 | $ 47,156 | $ 49,513 | $ 51,989 | $ 54,588 |
| | Monthly | $ 3,395 | $ 3,564 | $ 3,743 | $ 3,930 | $ 4,126 | $ 4,332 | $ 4,549 |
| | Hourly | $ 19.58 | $ 20.56 | $ 21.59 | $ 22.67 | $ 23.80 | $ 24.99 | $ 26.24 |
| A2 | Annual | $ 48,033 | $ 50,435 | $ 52,956 | $ 55,604 | $ 58,384 | $ 61,304 | $ 64,369 |
| | Monthly | $ 4,003 | $ 4,203 | $ 4,413 | $ 4,634 | $ 4,865 | $ 5,109 | $ 5,364 |
| | Hourly | $ 23.09 | $ 24.25 | $ 25.46 | $ 26.73 | $ 28.07 | $ 29.47 | $ 30.95 |
| A3 | Annual | $ 55,204 | $ 57,964 | $ 60,862 | $ 63,906 | $ 67,101 | $ 70,456 | $ 73,979 |
| | Monthly | $ 4,600 | $ 4,830 | $ 5,072 | $ 5,325 | $ 5,592 | $ 5,871 | $ 6,165 |
| | Hourly | $ 26.54 | $ 27.87 | $ 29.26 | $ 30.72 | $ 32.26 | $ 33.87 | $ 35.57 |
| A4 | Annual | $ 56,265 | $ 59,078 | $ 62,032 | $ 65,134 | $ 68,390 | $ 71,810 | $ 75,400 |
| | Monthly | $ 4,689 | $ 4,923 | $ 5,169 | $ 5,428 | $ 5,699 | $ 5,984 | $ 6,283 |
| | Hourly | $ 27.05 | $ 28.40 | $ 29.82 | $ 31.31 | $ 32.88 | $ 34.52 | $ 36.25 |
| A5 | Annual | $ 59,129 | $ 62,085 | $ 65,190 | $ 68,449 | $ 71,872 | $ 75,465 | $ 79,239 |
| | Monthly | $ 4,927 | $ 5,174 | $ 5,432 | $ 5,704 | $ 5,989 | $ 6,289 | $ 6,603 |
| | Hourly | $ 28.43 | $ 29.85 | $ 31.34 | $ 32.91 | $ 34.55 | $ 36.28 | $ 38.10 |
| A6 | Annual | $ 59,511 | $ 62,486 | $ 65,611 | $ 68,891 | $ 72,336 | $ 75,953 | $ 79,750 |
| | Monthly | $ 4,959 | $ 5,207 | $ 5,468 | $ 5,741 | $ 6,028 | $ 6,329 | $ 6,646 |
| | Hourly | $ 28.61 | $ 30.04 | $ 31.54 | $ 33.12 | $ 34.78 | $ 36.52 | $ 38.34 |
| A7 | Annual | $ 68,040 | $ 71,442 | $ 75,014 | $ 78,764 | $ 82,703 | $ 86,838 | $ 91,180 |
| | Monthly | $ 5,670 | $ 5,953 | $ 6,251 | $ 6,564 | $ 6,892 | $ 7,236 | $ 7,598 |
| | Hourly | $ 32.71 | $ 34.35 | $ 36.06 | $ 37.87 | $ 39.76 | $ 41.75 | $ 43.84 |
| A8 | Annual | $ 68,464 | $ 71,887 | $ 75,482 | $ 79,256 | $ 83,218 | $ 87,379 | $ 91,748 |
| | Monthly | $ 5,705 | $ 5,991 | $ 6,290 | $ 6,605 | $ 6,935 | $ 7,282 | $ 7,646 |
| | Hourly | $ 32.92 | $ 34.56 | $ 36.29 | $ 38.10 | $ 40.01 | $ 42.01 | $ 44.11 |
| A9 | Annual | $ 73,853 | $ 77,546 | $ 81,423 | $ 85,494 | $ 89,769 | $ 94,257 | $ 98,970 |
| | Monthly | $ 6,154 | $ 6,462 | $ 6,785 | $ 7,125 | $ 7,481 | $ 7,855 | $ 8,248 |
| A10 | Annual | $ 84,397 | $ 88,617 | $ 93,048 | $ 97,700 | $ 102,585 | $ 107,714 | $ 113,100 |
| | Monthly | $ 7,033 | $ 7,385 | $ 7,754 | $ 8,142 | $ 8,549 | $ 8,976 | $ 9,425 |
| A11 | Annual | $ 108,244 | $ 113,657 | $ 119,339 | $ 125,306 | $ 131,572 | $ 138,150 | $ 145,058 |
| | Monthly | $ 9,020 | $ 9,471 | $ 9,945 | $ 10,442 | $ 10,964 | $ 11,513 | $ 12,088 |
| A12 | Annual | $126,000 - $138,600 | | | | | | |
| A13 | Annual | $150,000 - $200,000 | | | | | | |
| A14 | Annual | $150,000 - $200,000 | | | | | | |

Note 1: Any variations between actual monthly salaries and the pay schedule are unintentional and based on the District's ERP software rounding and calculations.

Note 2: Longevity pay may be awarded to employees upon the completion of their 10th year of service, subject to eligibility requirements as outlined in the District's policies.

CARD

**Chico Area Recreation and Park District**
**Salary Schedule A - Exempt and Non-Exempt**
**Fiscal Year 2026-2027**

| Salary Range | Position Title | Bargaining Unit | FLSA | Status |
|---|---|---|---|---|
| A1 | Maintenance Worker | SEIU Local 1021 | Non-Exempt | Full-Time |
| A2 | Community Programs Assistant | unrep | Non-Exempt | Part-Time/Full-Time |
| A2 | Finance & HR Assistant | unrep | Non-Exempt | Part-Time |
| A2 | Nature Center Program Assistant | unrep | Non-Exempt | Part-Time/Full-Time |
| A2 | Public Outreach Assistant | unrep | Non-Exempt | Part-Time |
| A2 | Rental & Events Assistant | unrep | Non-Exempt | Full-Time |
| A2 | Rentals Program Assistant | unrep | Non-Exempt | Part-Time |
| A2 | Customer Service Representative | unrep | Non-Exempt | Part-Time/Full-Time |
| A2 | Sr. Customer Service Representative | unrep | Non-Exempt | Full-Time |
| A2 | Youth Programs Assistant | unrep | Non-Exempt | Full-Time |
| A2 | Youth Sports Program Assistant | unrep | Non-Exempt | Full-Time |
| A3 | HR & Recruitment Generalist | unrep | Non-Exempt | Full-Time |
| A4 | Aquatics Coordinator | unrep | Non-Exempt | Full-Time |
| A4 | Customer Service Coordinator | unrep | Non-Exempt | Full-Time |
| A4 | Outdoor Facility Rentals Coordinator | unrep | Non-Exempt | Part-Time |
| A4 | Parks Planner | unrep | Non-Exempt | Full-Time |
| A4 | Recreation Coordinator | unrep | Non-Exempt | Full-Time |
| A4 | Rental & Events Coordinator | unrep | Non-Exempt | Full-Time |
| A4 | Sports Coordinator | unrep | Non-Exempt | Full-Time |
| A5 | Utility I | SEIU Local 1021 | Non-Exempt | Full-Time |
| A6 | Finance Technician | unrep | Non-Exempt | Full-Time |
| A7 | After School Program Specialist | unrep | Non-Exempt | Full-Time |
| A7 | Aquatics Specialist | unrep | Non-Exempt | Full-Time |
| A7 | HR/Finance Specialist | unrep | Non-Exempt | Full-Time |
| A7 | Inclusion Specialist | unrep | Non-Exempt | Full-Time |
| A7 | Public Outreach Specialist | unrep | Non-Exempt | Full-Time |
| A7 | Rental & Events Specialist | unrep | Non-Exempt | Full-Time |
| A7 | Sports Specialist | unrep | Non-Exempt | Full-Time |
| A7 | Youth Programs Specialist | unrep | Non-Exempt | Full-Time |
| A8 | Utility II | SEIU Local 1021 | Non-Exempt | Full-Time |
| A9 | Parks Supervisor | IUOE Local 39 | Exempt | Full-Time |
| A9 | Recreation Supervisor | IUOE Local 39 | Exempt | Full-Time |
| A10 | Facilities Manager | unrep | Exempt | Full-Time |
| A10 | Program & Staff Development Manager | unrep | Exempt | Full-Time |
| A10 | Project Manager | unrep | Exempt | Full-Time |
| A10 | Finanace Manager | unrep | Exempt | Full-Time |
| A10 | Sports Manager | unrep | Exempt | Full-Time |
| A10 | Strategic Initiatives Manager | unrep | Exempt | Full-Time |
| A10 | Youth Programs Manager | unrep | Exempt | Full-Time |
| A11 | Administrative Director | unrep | Exempt | Full-Time |
| A11 | Recreation Director | unrep | Exempt | Full-Time |
| A12 | Aquatics Senior Manager | unrep | Exempt | Full-Time |
| A13 | Assistant General Manager | unrep | Exempt | Full-Time |
| A14 | General Manager | unrep | Exempt | Full-Time |

CARD

# Chico Area Recreation and Park District
## Salary Schedule B - Non-Exempt
## Fiscal Year 2026-2027

| Range | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|---|---|---|---|---|---|---|---|---|---|
| ***B1*** | Hourly | $ 16.90 | $ 17.00 | | | | | | |
| ***B2*** | Hourly | $ 17.00 | $ 17.50 | | | | | | |
| ***B3*** | Hourly | $ 17.50 | $ 18.00 | $ 18.50 | | | | | |
| ***B4*** | Hourly | $ 18.00 | $ 18.50 | | | | | | |
| ***B5*** | Hourly | $ 19.00 | $ 19.50 | $ 20.00 | $ 20.50 | | | | |
| ***B6*** | Hourly | $ 19.50 | $ 20.00 | $ 20.50 | $ 21.00 | $ 21.50 | $ 22.00 | $ 22.50 | $ 23.00 |
| ***B7*** | Hourly | $ 20.00 | $ 20.50 | $ 21.00 | $ 21.50 | $ 22.00 | $ 22.50 | $ 23.00 | $ 23.50 |
| ***B8*** | Hourly | $ 21.50 | $ 22.00 | | | | | | |
| ***B9*** | Hourly | $ 22.50 | $ 23.00 | $ 23.50 | | | | | |
| ***B10*** | Hourly | $ 23.00 | $ 23.50 | $ 24.00 | $ 24.50 | $ 25.00 | $ 25.50 | | |
| ***B11*** | Hourly | $ 25.00 | $ 25.50 | $ 26.00 | $ 26.50 | $ 27.00 | $ 27.50 | $ 28.00 | $ 29.00 |

# Chico Area Recreation and Park District
## Salary Schedule B - Non-Exempt
## Fiscal Year 2026-2027

| Salary Range | Position Title | Bargaining Unit | FLSA | Status |
|---|---|---|---|---|
| B1 | Adminstrative Intern | unrep | Non-Exempt | Seasonal |
| B1 | Assistant Customer Service Representative | unrep | Non-Exempt | Seasonal |
| B1 | Parks Intern | unrep | Non-Exempt | Seasonal |
| B1 | Recreation Intern | unrep | Non-Exempt | Seasonal |
| B1 | Recreation Leader | unrep | Non-Exempt | Seasonal |
| B1 | Sports Coach | unrep | Non-Exempt | Seasonal |
| B1 | Swim Instructor | unrep | Non-Exempt | Seasonal |
| B2 | Event Attendant | unrep | Non-Exempt | Seasonal |
| B3 | Maintenance Aide | unrep | Non-Exempt | Seasonal |
| B3 | Sports Lead | unrep | Non-Exempt | Seasonal |
| B3 | Senior Recreation Leader | unrep | Non-Exempt | Seasonal |
| B4 | Lead Event Attendant | unrep | Non-Exempt | Seasonal |
| B5 | Lifeguard | unrep | Non-Exempt | Seasonal |
| B6 | Head Recreation Leader | unrep | Non-Exempt | Seasonal |
| B6 | Head Sports Lead | unrep | Non-Exempt | Seasonal |
| B7 | Adult Sports Official | unrep | Non-Exempt | Seasonal |
| B8 | Assistant Head Lifeguard | unrep | Non-Exempt | Seasonal |
| B9 | Head Lifeguard | unrep | Non-Exempt | Seasonal |
| B10 | Program Manager | unrep | Non-Exempt | Seasonal |
| B10 | Senior Adult Sports Official | unrep | Non-Exempt | Seasonal |
| B11 | Legacy Sports Official | unrep | Non-Exempt | Seasonal |

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** Honoring Director Michael McGinnis

## BACKGROUND

Michael McGinnis joined the Chico Area Recreation and Park District Board of Directors in December 2018 and has served for nearly eight years, most recently as Board Chair. His time on the Board continues a lifetime of public service to the Chico community.

Director McGinnis earned his Bachelor's Degree in Economics and his Master of Public Administration from California State University, Chico. After graduating, he co-founded the Butte Environmental Council, which has worked to protect the region's natural resources for nearly five decades. He went on to serve on the Chico City Council, including as Mayor from 1994 to 1996. From 1994 until his retirement in 2017, he was Executive Director of The Arc of Butte County, supporting people with intellectual and developmental disabilities and their families.

## DISCUSSION

Director McGinnis joined the Board just weeks after the Camp Fire, at a time when the District was supporting a community in recovery. Over the next eight years, he helped guide CARD through one of the most significant periods of growth in its history. Highlights of his service include:

- **Chico Creek Nature Center (2019):** Approving the lease with the City of Chico that brought the Nature Center under District operation.
- **Long-term park maintenance funding (2023):** Forming Community Facilities District No. 2023-01 to fund maintenance of new parks in growing neighborhoods.
- **Bocce complex (2023):** Championing construction of the District's first-of-its-kind bocce complex.
- **Facility partnerships (2024):** Approving leases with Beyond Golf and the Chico Community Observatory in May 2024.
- **Chico Aquatic Center (2025):** Awarding the construction contract for the District's new aquatic and recreation facility, a project decades in the making.

- **New parks:** Accepting Indigo Park (2022), adding Emerson Park (2024), accepting the transfer of Depot Park (2026) and Oak Valley Neighborhood Park (2026) from the City of Chico, and approving the design concept for Henshaw Neighborhood Park (2025).
- **Chico Bike Park:** Supporting the District's partnership with Chico Velo on a new regional bike park.

Director McGinnis also served on the Finance and Facilities Committees and on the City/CARD MOU Committee, which worked to strengthen the District's partnership with the City of Chico. His experience in city government and nonprofit leadership gave the Board a thoughtful, community-centered perspective.

Staff will also miss his counsel. When the District's list of new projects began growing faster than the staff available to deliver them, Director McGinnis offered the General Manager a piece of advice that has stuck: the District does its best work when it finishes what it starts before reaching for the next thing. It was wise counsel, offered kindly and more than once. The General Manager is still working on following it.

## RECOMMENDATION

Staff recommend the Board of Directors adopt Resolution 26-13 honoring Michael McGinnis for eight years of service on the Chico Area Recreation and Park District Board of Directors.

**RESOLUTION 26-13 OF THE BOARD OF DIRECTORS OF THE CHICO AREA RECREATION AND PARK DISTRICT**

Honoring Director Michael McGinnis For Eight Years Of Dedicated Service

**WHEREAS,** Michael McGinnis began his service on the Board of Directors of the Chico Area Recreation and Park District in 2018 representing Trustee Area 4, and has served the District and the Chico community faithfully for eight years; and

**WHEREAS,** Director McGinnis was entrusted by the voters to serve two full terms, a reflection of the confidence the community placed in his leadership and judgment; and

**WHEREAS,** during his tenure, Director McGinnis served as Board Chair from 2022 to 2024, and again in 2026, and Vice Chair in 2021, and on the Finance Committee from 2019 to 2023, and 2025 to 2026; and

**WHEREAS,** Director McGinnis helped guide the District through a period of significant growth, including accepting Indigo Park in October 2022, approving leases with Beyond Golf and the Chico Community Observatory in May 2024, awarding the construction contract for the new Chico Aquatic Center in 2025, and strengthening the parks, facilities, and programs that Chico residents enjoy every day; and

**WHEREAS,** Director McGinnis was instrumental in the construction of the District's first-of-its-kind bocce complex in 2023, giving Chico residents a new place to gather, compete, and play; and

**WHEREAS,** Director McGinnis consistently brought thoughtful deliberation, a commitment to fiscal responsibility, and genuine care for the people CARD serves to every decision before the Board; and

**WHEREAS,** Director McGinnis supported District staff with respect and encouragement, and championed access to recreation, open space, and community connection for residents of all ages and abilities; and

**WHEREAS,** Director McGinnis will complete his service on the Board in December 2026, leaving a legacy that will benefit the Chico community for years to come.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Chico Area Recreation and Park District hereby recognizes and honors Michael McGinnis for eight years of dedicated service to the District and the Chico community and extends its sincere gratitude and best wishes for the years ahead.

**PASSED AND ADOPTED** at a Regular Meeting of the Board of Directors of the Chico Area Recreation and Park District on the 22nd day of October 2026 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

ATTEST:

_____
Christopher Norden, Vice Chair
Board of Directors

_____
Holli Drobny
Clerk of the Board of Directors

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Erin Morrissey, Recreation Director
**SUBJECT:** Recreation Update - October

## AQUATICS

For the first time, CARD Aquatics operations extended into the fall season. Staff reported that they valued the additional hours, the chance to work with the high school swim teams, and being part of a new offering for the community. Fall swim lessons conclude this weekend, with more than 100 participants enrolled and nearly all lessons at capacity. Public swim closed with the Pumpkin Splash event on October 3, which drew more than 200 swimmers and sold out before the event began. Participation across fall programs reflects strong community demand for safe, supervised swimming. Through the rest of the fall, Bidwell Junior High will continue using PV Pool for physical education classes, and the two high school swim teams will finish their seasons there.

The District will welcome Dr. Yvonne Taylor as Senior Aquatics Manager in early November. She brings more than 20 years of aquatics management experience, including launching new facilities, building competition and aquatic programs, and strong safety and risk management credentials. Recruitment is underway for an Aquatics Coordinator, expected to start around the same time, and a Customer Service/Operations Coordinator will complete the full-time team. As the team comes together, Staff is building the operational infrastructure and programming needed to open the Chico Aquatic Center in the coming months.

## NATURE EDUCATION

October has been an exciting month for Nature Education, with fun developments at both the Nature Center and Chico Observatory. Animal Care staff recently visited Turtle Bay for specialized training in preparation for the arrival of our juvenile gray fox on Monday, October 19. Sharon Clay, Turtle Bay's Animal Care Curator, has been an incredible resource, and the team returned with valuable knowledge and a better understanding of the care our new ambassador will need. We are also on track to complete the fox's outdoor enclosure by the end of the month, providing access to both indoor and outdoor spaces.

Our burrowing owl, Dug, joined the Chico Creek Nature Center family in May after arriving from Bidwell Wildlife Rehabilitation. Following an eye injury sustained in the wild, the California Department of Fish and Wildlife determined that he was non-releasable. Dr. Barry Dohner of VCA Valley Oak Veterinary Hospital recently performed surgery to remove his injured eye, and we are happy to report that Dug is

healthy and has recovered beautifully. He has since moved into his permanent home, where he is adjusting well and exploring his new surroundings.

Our new Animal Care 101 program for students in grades 6–9 launched this month and almost immediately filled. Participants are off to a great start learning about the behind-the-scenes work involved in caring for our animal ambassadors. We also held interviews for an additional Animal Care staff member after receiving just under 70 applications, including many experienced candidates, and look forward to welcoming new staff to the team. Later this month, our Voices of Nature: Creepy Crawlies program will bring a seasonal twist to our animal education offerings, with staff dressing up as their favorite animal ambassadors.

At the Chico Observatory, visitor numbers remain strong, with Saturday evenings continuing to draw the highest attendance. Earlier this month, we welcomed 150 Chico Country Day students for an educational experience that was met with positive feedback and enthusiasm. One of our docents also led two planetarium shows at the Butte College Harvest Festival. Later this month, our docents will return to the Butte College Planetarium for another continuing education opportunity.

## PROGRAM & STAFF DEVELOPMENT

CARD Legends — Staff Recognition

With a total of 931 nominations, CARD Legends stayed front and center, celebrating the great work of our entire CARD team. The steady rhythm of nominations is helping keep the recognition culture alive and growing across the district.

Hiring & Recruitment Support

In addition to recruitments in Aquatics, across the district, we co-led group interviews for the Ice Rink team and led several fantastic rounds of off-site interviews for the Nature Center's Animal Care & Educational Engagement Leader. We're also looking to work with HR on a planned recruitment calendar, staggering 2027 hire dates so onboarding stays smooth during busy seasons.

Youth Sports Transition to Sports Leadership

The Sports team is getting ready to tip off its first season of youth basketball, with the added support of our new Sports Coordinators, Scottie Casagrande and Kambria Lucas! Weekly Steve Connect sessions are now on the calendar through early January, and they're turning the transition plan into action. So far, they've covered callout policies, pre-season and officials training, roster reviews, and getting youth and adult basketball working as one Sports team. Next up is the Behavior Response Plan with a youth sports lens, plus the Action Sports framework.

Systems & Operational Foundations

As we restructure, clarity is what lets everything else work. Our team built a Roles & Responsibilities breakdown so every position knows exactly what it owns, what's expected, and how it connects to the people around it. We're bringing that same clarity to our newest staff, with added CARD 101 orientation

dates for After School Program staff in December and January, so they start their time at CARD grounded in who we are and how we work.

Over at the Nature Center, we're rethinking structure and operations from the ground up so more of our community can experience this magical place. In parallel, we're working closely with our Contracts & Senior staff to revamp our Instructor Contract. The goal is simple: clear expectations from the first conversation to the final class, so our instructors and our staff stay on the same page every step of the way, while providing amazing services and programs to our community.

## SEASONAL PROGRAMMING

Preparations for the 2026–27 Chico Ice Rink season are nearing completion. Recruitment has concluded, with staffing targets met and a balanced team of returning and new employees. Approximately half of the team returns from last season, bringing valuable experience to support onboarding and seasonal operations. We're also working closely with Holidays on Ice and the City of Chico to finalize rink installation and operational logistics ahead of opening day.

Marketing efforts for cabana rentals, private events, and field trips are underway, with strong interest in group bookings. To streamline the reservation process and accommodate anticipated demand, we've integrated private party and field trip bookings into RecTec, allowing patrons to book and manage their reservations online.

The rink also now complements Downtown Chico's new Entertainment Zone, encouraging visitors to extend their downtown experience beyond skating and explore surrounding businesses. This creates opportunities to increase foot traffic and support local businesses, particularly those participating in the Entertainment Zone. With opening day approaching, we look forward to welcoming the community back to the ice and contributing to another lively holiday season in Downtown Chico.

## SENIOR PROGRAMMING

Senior programming continues to expand, with two full-time staff members now based at Lakeside Pavilion to support program development and identify new opportunities for community engagement through accessible, low-barrier programs. Monthly Senior Luncheons regularly sell out, while the Senior Dance continues to gain momentum through strong participation and community partnerships. The final dance of 2026 will take place November 1 at Lakeside Pavilion, featuring live music by Soul Posse and line dancing instruction from Donna and Karen.

The October Senior Luncheon welcomed more than 75 guests, including many first-time attendees, and was sponsored by Golden Valley Bank and Stratti IT Solutions with a focus on Cybersecurity Awareness. Patrons were sincerely invested and thankful this topic was discussed.

<u>Upcoming Senior Luncheon sponsors include:</u>

November: Oakwood Healthcare & Wellness Center

December: Chico Terrace Care Center

## YOUTH COMMUNITY PROGRAMMING

After School Programming

With the semester underway, ASP is focused on training, staff recognition, and team development. A primary goal this year has been rebuilding the staffing capacity needed for program expansion. Since the start of the school year, ASP Specialist Jason Morgan has grown the substitute list of ASP Leaders from 60 to more than 100. Combined with the 125 Monday–Friday positions currently filled by Recreation Leaders, this growth positions the District to expand programs to meet CUSD needs and serve a growing number of Chico students.

Inclusion

Inclusion is focusing primarily on ASP training and expansion, while maintaining the support in contracted programs for individual participants as needed. The Inclusion Team is currently planning for the Inclusive Halloween Dance, an inclusion-focused event on October 30th at the Pleasant Valley Recreation Center. Last year's dance at the DFJ was a huge success, so we are hoping for an even bigger and better turnout this year! Previous participants and current Inclusion families have been invited, and the Inclusion Team hopes to deliver a special night to our inclusion community and welcome any newcomers to the great support they are offering our CARD families.

Toddler/Community Programs

The Community Programs Team has built a strong foundation of 3 full-time staff and 17 part-time staff. 6 Recreation Leaders have been hired and onboarded in the last month. We are preparing for our first all-staff meeting on October 22nd and looking forward to launching the next round of programming as our own established team. Huge credit goes to our full-time Program Assistants, Ashley Nunez and Alyssa Watkins, for keeping things running smoothly on-site through the leadership transition.

All previously established programs have continued seamlessly: Stellar Start Playschool, Budding Buddies, ShortE Sports, Little Sports, CSI Sports, Homeschool Cooking and Baking Clubs, Chapman Kids Clubs, and Youth Leaders. We utilized community feedback as well as staff specialties to pick 4 new programs to launch this fall. Little Bakers, Junior Chefs, Little Yogis, and Junior Yogis have been posted, and marketing efforts are underway. One of these new programs, Junior Chefs, is already a success having reached its minimum capacity within one week of posting.

## SPORTS

Adult Sports

Adult Sports regular seasons are nearing completion for fall leagues, with end-of-season playoffs beginning the week of October 26. Barring weather delays, playoffs are scheduled to conclude by November 13. Staff reported one ejection in Soccer on October 13 for aggressive play (two yellow cards). No incidents or ejections were reported in Basketball, Volleyball, Kickball, or Softball. Currently, staff is focusing on roster management for the playoffs to ensure each team's rostered players meet playoff eligibility requirements. Adult Sports will also host two Halloween centric sports tournaments. the Coed Halloween Slam Volleyball Tournament on Saturday, October 24, and the Coed Monster Mash Softball Tournament on Sunday, October 25. We encourage teams to wear costumes and these events are well received by the Softball community.

Registration is currently open for Winter Sports. Ice Hockey returns for its second season; registration closes October 30, and play begins November 17. Registration for Futsal, Basketball, Softball, and Volleyball closes November 13, and play begins December 8. Planning is also underway for the Spring Program Calendar. Dates and times are being solidified and we are looking to add a Sand Volleyball tournament on the newly rehabilitated courts at Community Park. Volleyball tends to be one of our more popular leagues and we think this would be a great addition to this already popular program.

Youth Sports

Fall season for Youth Flag Football and Volleyball wrapped up the week of October 12, and both leagues will return in the spring. Over the past two weeks, Staff has focused on recruiting volunteer coaches, officials, and players for the Youth Basketball League. To keep teams as evenly matched as possible, Staff will hold on-site skill evaluations before teams are formed. Youth Basketball begins the week of October 26, with games starting November 2. A volunteer meeting covering league guidelines and coaching instruction will be held Wednesday, November 21. Youth Sports continues to emphasize a "For Love of the Game" approach among staff and participants.

## CONTRACT INSTRUCTORS & CAMPS

CARD continues to strengthen its approach to contract instructor partnerships by refining processes, clarifying expectations, and developing measurable criteria to evaluate current and proposed class offerings. These efforts will support greater consistency, equitable partnerships, and informed programming decisions.

Fall enrollment continues to demonstrate strong community interest in several programs. Gentle Yoga and Move & Feel Better Gentle Fitness remain among CARD's most consistently full classes, reflecting the strong relationships instructors have cultivated with participants and the quality experiences they provide.

Pickleball also remains a major participation driver this fall. More than 150 players are participating in leagues at 20th Street Community Park, while leagues at Chico Pickle & Pong are also full. In total, more than 200 participants are currently registered for pickleball through CARD. These enrollment trends, paired with clearer program evaluation standards, will help guide future decisions about class offerings, instructor partnerships, and opportunities for program growth.

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Scott Schumann, Assistant General Manager
**SUBJECT:** Parks and Facilities- October

## CAPITAL PROJECT UPDATES

*Master Planning Process*
An initial draft has been reviewed with the City of Chico. Additionally, specificity and projections are necessary for inclusion in the context of the NEXUS study. A proposal for Master Planning services is being presented to the Board for consideration.

*Pleasant Valley Roof Replacement*
The roof replacement project is complete. Staff held a punch list walkthrough with the installer, and all items have been resolved. Staff are now working with the roofing manufacturer to finalize the 20-year warranty.

*Chico Bike Park*
Projected completion is anticipated for Winter of 2027. Delays in completion are attributed to flow line modifications, expansion of vendor opportunities, and improvements to the concessions building. In collaboration with Chico Velo, a grand opening of the park will be planned for spring of 2027.

*Chico Aquatic Center*
The Grand Opening remains on track for spring 2027. The contractor has submitted a revised construction schedule for review, due to added project scope and subcontractor sequencing. Under the revised schedule, substantial completion may shift from November 2026 to March 2027. Staff are reviewing any cost and timing impacts.

## PARK IMPROVEMENTS AND MAINTENANCE

*Annual Turf Seeding*
Staff have completed annual turf maintenance projects throughout the District including dethatching, seeding, or application of pre-emergent in key locations.

*Chapman Park Pour-in-Place Repairs*
Staff completed fall material repairs at the Chapman Park playground. Heavy use since installation had caused the material to wear down or shift in several areas. The repairs restore proper coverage and improve safety for children using the playground.

*Oak Way Hwy 32 Frontage Improvements*
Staff have begun focused clean up and preparation efforts along HWY 32 on the Oak Way Park property in anticipation of a large-scale Rotary Volunteer project this coming spring of 2027. Tree work, irrigation improvements, and site clearing have begun with continued efforts to prepare the site for landscape installations in the future.

*Baroni Park Fence Gate Improvements*
Several gates along the park boundary were addressed due to deferred maintenance. Posts have been set and replacement gates are being installed later this month.

*Facility Office Relocations*
With the CARD Community Center office renovations complete, Facility staff have helped move administrative and recreation staff into their new workspaces, either within the CARD Center or at the Lakeside Pavilion.

*Depot Park*
Depot Park has officially transferred ownership from the City of Chico to CARD and is in use by the general public. Security patrols are regularly scheduled during daytime and evening hours with little evidence of violations after the first week of opening. CARD staff will be performing further maintenance in the park to improve its appeal including the addition of mulch (with Volunteers from Chico Rotary and CSUC), installation of a new drinking fountain, bench repairs, and tree work.

*Husa Ranch*
Staff have replaced the slide feature at the Husa Ranch due to vandalism.

*Skatepark Renaming Process*
The final design for the Schneider Skatepark signage has been installed with very positive feedback from the skate and local community. A dedication ceremony is being planned in collaboration with Brent Schneider's friends and family later in November of 2026.

*Rotary Park Tree Work*
Significant tree work has been performed at Rotary Park above both the sport court basketball court and the new pour-in-place fall material at the playground.

*Project Crew Update*

The crew has been doing site inspections at the Pleasant Valley Recreation Center roof project, the Bike Park, and the Aquatic Center. They're also busy with dry rot repairs, installing benches and trash cans, and getting ready for the Ice Rink season.

*Preparation for 2027 Sites*

Staff have been diligent in reviewing and submitting comments for future or current construction projects on park sites planned to come to CARD in 2026/2027. These sites include Hicks Lane Park, Chico Bike Park, and Otaki Park. Sparrow Park (formerly Oak Valley Park) recently completed the 90-day establishment period, staff reviewed final punch list items before hand over and anticipate the park deed coming to CARD in November of this year.

# STAFF REPORT

**DATE:** October 22, 2026
**TO:** Board of Directors
**FROM:** Annabel Grimm, General Manager
**SUBJECT:** General Manager - October

## COMMUNITY RESILIENCE CENTER GRANT

On September 25, 2026, the District submitted its application to the California Strategic Growth Council's Community Resilience Centers Program for up to $10 million toward the Chico Aquatic and Community Resilience Center. The application included the community input gathered at the August Board meeting and at the District's other engagement sessions. Award announcements are expected in [month/year], and staff will update the Board once a decision is made.

## BOARD OF DIRECTORS ELECTION AND TRANSITION

Three seats on the Board of Directors are up for election on November 3, 2026. Newly elected Directors will be sworn in at the combined November/December Board meeting on December 10, 2026. Staff are preparing orientation materials and onboarding meetings to help new Directors get up to speed on District operations, current projects, and Board procedures.

## CHICO ICE RINK

The Chico Ice Rink returns for the season on November 12th at the City Plaza. The District announced the opening and a new sponsorship opportunity on September 23, and staff are actively reaching out to local businesses. CARD is also partnering with the Downtown Chico Business Association to promote the rink through newsletter features, shared social media posts, and co-hosted events. The rink is a popular holiday tradition that brings families downtown and supports local businesses.

## COORDINATION WITH THE CITY OF CHICO ON FUTURE DEVELOPMENT

Staff continue to work closely with the City of Chico on several upcoming developments that will shape future park needs. This coordination helps make sure new neighborhoods are planned with appropriate park space and that the District's Master Plan update supports the City's Development Impact Fee program. Staff will bring project-specific items to the Board as each development moves forward.

## NOTABLE MEETINGS

- 9/24 – Community Resiliency Grant Working Session
- 9/25 – Golden Valley Bank Payroll Account
- 9/28 – Tandem Creative
- 9/30 – Park Transfers with City of Chico Meeting
- 10/1 – Internal Change Initiative Strategy Meeting

- 10/1 – Cenergy
- 10/2 – HR Consulting Services
- 10/5 – Confluence Inc
- 10/6 – Honey Run Covered Bridge
- 10/7 – City of Chico and Lupine Legacy
- 10/7 – Salvation Army Shopping Spree
- 10/8 – Chico Tourism Committee Meetings
- 10/8 – Entertainment Zone Implementation
- 10/12 – Chuck Tatreau
- 10/12 – Pajouh Auto Center
- 10/13 – Confluence Inc
- 10/14 – Cal Water 100th Anniversary Celebration
- 10/15 – Strategy Meeting with Butte County Special District Association
- 10/15 – Adult Sports Site Swings
- 10/19 – Technology Business Review with Stratti
- 10/20 – City Council Meeting
- 10/21 – Chamber Executive Committee Meeting
- 10/21- Chico Unified Board Meeting

## UPCOMING COMMUNITY EVENTS

*October 30th* – Movie in the Park: Hocus Pocus 2

## NEWS STORIES

- Volunteers work to keep Big Chico Creek, Bidwell Park clean
- Chico's downtown ice rink returns this November | Video | actionnewsnow.com
- Water slides, lazy river take shape at Chico aquatic center, Garner Lane improvements underway
- Chico Ice Rink returns Nov. 12 for the 2026-27 season | Butte County | actionnewsnow.com
- Chico's Depot Park reopens under new management after years of vandalism | Butte County
- Chico's Depot Park handed to CARD with daily security patrols | Video | actionnewsnow.com
- What's happening in your north state community - Chico Enterprise-Record (Ice Rink)
- Chico's Depot Park opens under CARD management
- Rotary Centennial Park Located in Northeast Chico - Hoodline
- Free rose show blooms in Chico this Saturday | Butte County | actionnewsnow.com
- Three things to do this weekend in Chico and beyond (Pumpkin Splash)
- Dave Donnan: Chico Area Recreation and Parks District area 5 | Video | actionnewsnow.com
- Pumpkin Splash brings fall fun to Chico's PV Pool | Local | actionnewsnow.com
- Healthy trees, healthy park | Photos - Chico Enterprise-Record
- Chico's new aquatics center rises with 3 water slides | Video | actionnewsnow.com

## CONTRACTS OVER $20,000

- None