



CHICO AREA RECREATION AND PARK DISTRICT
545 VALLOMBROSA AVENUE, CHICO, CA 95926
Phone (530) 895-4711 Fax (530) 895-4721
Thursday, February 4, 2021 – 5:00 p.m.

Posted Prior to 5:00 pm
Wednesday, February 3, 2021

SPECIAL BOARD OF DIRECTORS MEETING
Thursday, February 4, 2021
5:00 P.M.

Video Conference for Special Meeting
[Zoom Meeting Link](#)

Meeting ID: 983 6912 9261
Passcode: 094028

To access the meeting by phone dial any of the following numbers:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC))

CORONAVIRUS (COVID-19) ADVISORY

To protect our constituents, District officials requests all members of the public to follow guidance provided by both the California Public Health Department and Butte County Public Health restricting group events and gatherings and maintaining physical distancing. In accordance with this and Governor Gavin Newsom's Executive Order N-25-20, the Special Board Meeting will be held via Zoom. In-person participation by the public will not be available. Remote public participation is available in the following ways: 1) Video Conference [Zoom Meeting](#), Meeting ID: 983 6912 9261, Passcode: 094028 2) Email public comments to jmarciales@chicorec.com by 4:30 pm, Thursday, February 4, 2021. Comments not specific to an agenda item will be read out loud during the public comment section of the Agenda, subject to the customary 3-minute time limitation. If your comment is about a specific agenda item, please note the item in the subject line of your email, and your comment will be read during that specific agenda item. If you have any issues submitting a public comment via email, please contact the District office at 530-895-4711 by the 4:30 p.m. deadline on February 4, 2021 and leave a message; your comment will be read out load at the meeting.



CHICO AREA RECREATION AND PARK DISTRICT
545 VALLOMBROSA AVENUE, CHICO, CA 95926
Phone (530) 895-4711 Fax (530) 895-4721
Thursday, February 4, 2021 – 5:00 p.m.

*Posted Prior to 5:00 pm
Wednesday, February 3, 2021*

BOARD MEMBERS:

Tom Lando, Chair
Michael McGinnis, Vice Chair
Thomas Nickell
Michael Worley
Dave Donnan

CARD STAFF:

Ann Willmann, General Manager
Jason Bougie, Director of Parks and Recreation
Heather Childs, Finance Manager
Jennifer Marciales, Executive Assistant

GENERAL INFORMATION:

1. Agendas:
Agendas are available on our website at <https://www.chicorec.com/board-meetings>.
2. Agenda Items:
Agenda items are available for public inspection. Staff reports and supporting documentation are available on our website at <https://www.chicorec.com/board-meeting>.
3. Items Not Appearing On Posted Agenda:
This agenda was posted at least 24 hours in advance of this meeting. For each item not appearing on the posted agenda upon which the Board wishes to take action, it must make one of the following determinations:
 - a. Determine by a majority vote that an emergency exists as defined in Government Code 54956.5.
 - b. Determine by a two-thirds vote or by a unanimous vote if less than two-thirds of the Board is present, that the need to take action arose subsequent to the agenda being posted.
 - c. Determine that the item appeared on a posted agenda for a meeting occurring not more than five calendar days prior to this meeting, and the item was continued to this meeting.Notwithstanding the above, items may be added to the agenda for Board discussion only or to acknowledge receipt of correspondence or other information.
4. Consent Agenda: All items listed under the Consent Agenda are considered to be routine and will be enacted by one motion. Resolutions will be read by title only. There will be no separate discussion of these items unless members of the Board, or persons in the audience, request specific items to be removed from the Consent Agenda to the Special Agenda for separate discussion, prior to the time the Board votes on the motion to adopt the Consent Agenda. If any item(s) are removed from the Consent Agenda, the item(s) will be considered at the beginning of the Special Agenda.
5. Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please contact the CARD Office at (530) 895-4711 at least 48 hours prior to the start of the meeting so the necessary arrangements can be made.
6. Identity of Speakers: Speakers are asked to state their names before speaking.



**SPECIAL MEETING OF THE CHICO AREA
RECREATION AND PARK DISTRICT BOARD OF DIRECTORS
Thursday, February 4, 2021 – 5:00 p.m.**

*Posted Prior to 5:00 pm
Wednesday, February 3, 2021*

AGENDA

1.0 CALL TO ORDER

1.1 Roll Call

2.0 Public Comments

NOTE: The Chico Area Recreation and Park District Board of Directors may take official action only on items included in the posted agenda for a specific scheduled meeting. Items addressed during the Public Comment section are generally matters not included on the agenda and therefore, the Board will not take action at this scheduled meeting. However, such items may be put on the agenda for a future meeting. The public shall have the opportunity to address items that are on the posted agenda.

3.0 Neighborhood Park Maintenance Districts (Staff Report 21-2) - *Action Requested – that the Board of Directors (1) approve Community Facilities District (CFD) as the funding model that will be used for future development and maintenance of neighborhood parks, and (2) authorize the General Manager to enter into a contract with SCI in an amount not to exceed \$18,000 to establish the process for future funding of neighborhood park development, and work with SCI and Epick Homes to establish a Community Facilities District (CFD) for the 3-acre park in the future Stonegate subdivision.*

4.0 Adjournment

Adjourn to the Regular Meeting of the Board of Directors of the Chico Area Recreation and Park District on February 18, 2021.



Chico Area Recreation and Park District “Helping People Play”

**Staff Report 21-2
Agenda Item 3.0**

STAFF REPORT

DATE: February 4, 2021
TO: Board of Directors
FROM: Ann Willmann, General Manager
SUBJECT: Neighborhood Park Maintenance Districts

Discussion

As part of the MOU between the City of Chico and CARD, development of maintenance districts for new neighborhood parks will be established directly through CARD. This will enable the District to work directly with developers to establish park standards, as well as ensure that the costs associated with construction and maintenance of future parks is sufficient. Once established, these funds will be held in a separate account and will be collected and managed by CARD.

At the Regular Board Meeting in January, the consensus of the Board was to proceed with a Community Facilities District (CFD) as the funding model that will be used for future development and maintenance of neighborhood parks. During the meeting, the Board requested that staff compile a list of questions from the Board and provide additional information.

Memorandum of Understanding (MOU) between CARD and City of Chico

A copy of the updated MOU is attached for your review. On Page 6, it refers to the development and maintenance of neighborhood parks. It states that:

When a neighborhood park is required as a condition of approval of a subdivision within the Chico city limits, the City and CARD agree to develop a mechanism to facilitate the following:

1. The City will continue to collect the Neighborhood Park Development Impact Fees (DIF) and place them in a City Neighborhood Park Fund. [Previously, there were Neighborhood Park Zones. However, the City has merged these funds into one Neighborhood Park DIF Fund. The current balance is approximately \$1,500,000.]

2. If the neighborhood park is not going to be constructed by the developer and if approved by the City Council, the City will transfer the available DIFs to CARD...for development of the neighborhood park.
3. CARD will review and approve the proposed park design and required amenities, and the cost to develop the park prior to disbursement of funds and construction.
4. CARD will form a Landscape and Lighting District (LLD) or other appropriate funding vehicle for the maintenance and/or development of the neighborhood park prior to and as a condition to the final approval of the subdivision maps.
5. Once the park has been constructed and accepted by both the City and CARD, the City will transfer the park to CARD.

Construction of a Neighborhood Park

The construction of a neighborhood park can be done by either the developer or CARD. If the park is going to be built by the developer, CARD would work cooperatively with the developer to design the park and ensure that equipment and maintenance are considered during the design process. For construction, since the park will be transferred to a public agency once completed, the developer would be required to follow the same process as CARD which would include the public bid process and prevailing wage.

The determination of whether CARD or the developer will build the park will be evaluated by the CARD Board for each new subdivision. In some situations, it may be more appropriate for CARD to build the park, and in other cases, it may be more beneficial to have the developer build the park. If the developer builds the park, they would pay the construction costs up front and receive credits toward the Development Impact Fees.

The current Neighborhood Park Development Impact Fee is \$1,564 per single family dwelling and multi-family dwellings. The nexus study does not have a fee for retail/commercial properties.

For construction, the developer would only be responsible for the amount that would be collected for impact fees. For example, if the total cost of construction for the park is \$1.2 million, and the subdivision will generate \$600,000 in impact fees, additional funds would be needed to construct the park. In this situation, there would be two options available for CARD to cover the remaining costs:

1. The District could request neighborhood park funds from the City's Neighborhood Park DIF Fund, if available, and/or
2. In addition to annual maintenance and replacement costs, the CFD could include a cost component to help recover park construction costs. A one-time CFD special tax could be imposed at the time of building permit issuance (paid by the developer). Alternatively, an annual special tax could be levied over a long-term period (paid by the homeowners) to repay to CARD or the developer for all or a portion of park construction costs.

Timeline for Construction of the Park

The timeline for construction would vary for each subdivision and would be negotiated and agreed upon during the formation of the CFD. In certain circumstances, it may be that construction of the park (either by CARD or the developer) would not occur until a specified number of homes are built. This would allow for the developer to have enough cash flow to build the park or enough DIFs to be paid to the Neighborhood Park Fund to allow for construction.

Merging CFDs

Once the initial CFD is formed, future CFDs would either be annexed into it, or a new CFD could be created. This would be reviewed and approved by the Board through the formation of each CFD.

CFD Inflatos

In order to ensure that future maintenance costs will be fully funded, an automatic inflator would be included in the CFD.

Neighborhood Park Development Impact Fee Fund

Currently, CARD submits a project to the City and requests Neighborhood Park DIF fees. Since there is the potential of the developer building the park, it was agreed in the MOU that the City would continue to collect the Neighborhood Park DIFs and hold them for future projects. This enables the City to issue a credit to the developer should they be responsible for building the park.

Stonegate

The first project that will require CARD to establish a CFD will be Stonegate. This subdivision is in southeast Chico and is being constructed by Epick Homes. Included in the subdivision is a 3-acre neighborhood park. A copy of the subdivision map is attached for your review.

While the park would not be developed until an agreed upon time between CARD and Epick Homes, the maintenance district must be established prior to the final subdivision map approval. The City of Chico has not included the maintenance of the park in the City services CMDs that are currently being formed by City staff.

At the Board Meeting, Matt Johnson, with the City of Chico, Blair Aas of SCI Consulting Group, and Chris Giampaoli with Epick Homes will be available to answer any questions.

If the Board approves the formation of a CFD for Stonegate, the next steps would be to work with SCI to discuss the District's goals and objectives and determine the annual maintenance and servicing costs to be included in the CFD. During this time, SCI and CARD would work with the developer and establish who will construct the park, when the neighborhood park would be constructed, and the costs, amenities, and design of the park. This will include Board approval of the CFD agreements prior to engaging in the final steps of formation. SCI will then prepare the documents required for the formation of the CFD and assist with the public review process.

SCI Agreement

The proposed contract with SCI includes establishing the process that CARD will utilize to create future CFDs, as well as the cost to establish the CFD for the Stonegate subdivision. Costs to create future CFDs will be vary depending on the ability to annex into a current CFD, or the creation of a new CFD within the District.

Recommendation

It is recommended that the Board of Directors (1) approve Community Facilities District (CFD) as the funding model that will be used for future development and maintenance of neighborhood parks, and (2) authorize the General Manager to enter into a contract with SCI in an amount not to exceed \$18,000 to establish the process for future funding of neighborhood park development, and work with SCI and Epick Homes to establish a Community Facilities District (CFD) for the 3-acre park in the future Stonegate subdivision.

By _____
Ann Willmann
General Manager

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

SECTION 1 GENERAL PROVISIONS

1. Compliance with Laws, Rules, Regulations

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

2. Term; Termination

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

a written 60-day notice to the other PARTY.

3. Dispute Resolution

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

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

4. Severability

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

5. Entire Agreement

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

6. Notices

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

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

7. Amendments

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

8. Parties Bound

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

SECTION 2 DEVELOPMENT IMPACT FUNDS (DIF) TRANSFER

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

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

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

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

Fund Reserve)).

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

2. Full Transfer of DIF Funds

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

3. Audit Requirements

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

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

SECTION 3. DEVELOPMENT AND MAINTENANCE OF NEIGHBORHOOD PARKS

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

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

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

SECTION 4. EVENTS OF DEFAULT

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

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


SECTION 5. REMEDY UPON DEFAULT

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

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

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

CITY:



By: Mark Orme, City Manager*

Date: 11-17-2020

CARD:

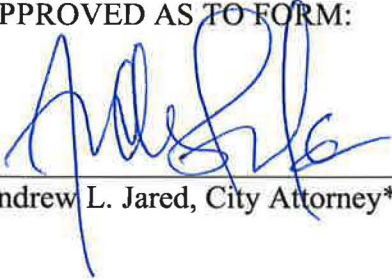


By: Ann Willmann, General Manager

Date: 11/17/2020

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

APPROVED AS TO FORM:



Andrew L. Jared, City Attorney*

APPROVED AS TO CONTENT:



Erik Gustafson, Public Works Director –
Operations & Maintenance

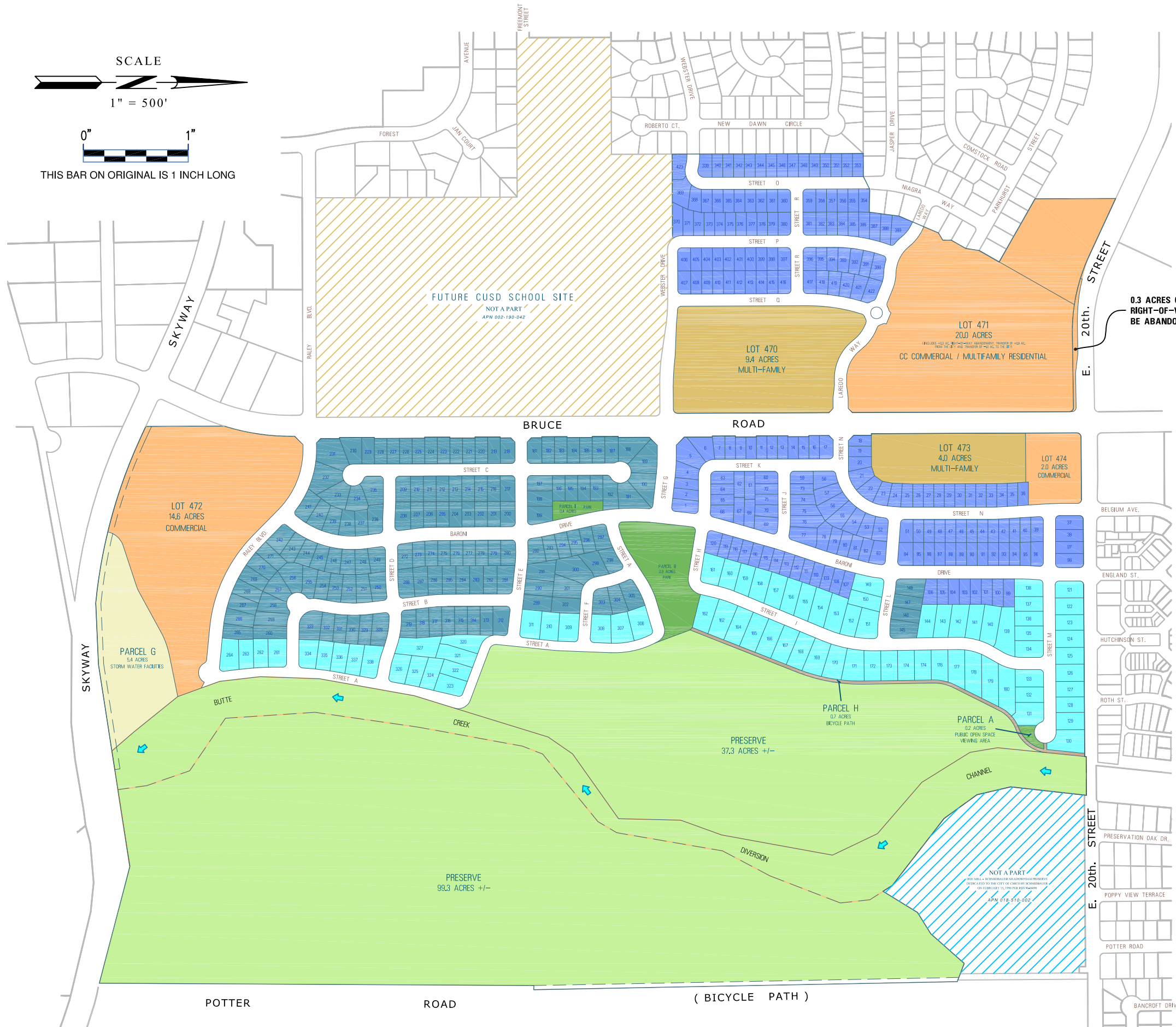
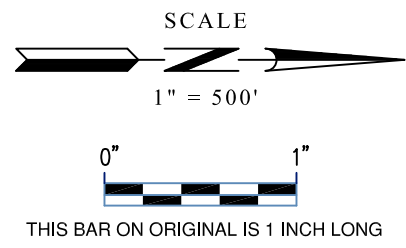
*Approved pursuant to The Charter of the
City of Chico § 906(D)

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems



STONEGATE

BY
EPICK HOMES, INC.

RESIDENTIAL LOT COUNT 6-18-18 TOTALS

SERIES I	(50' X 110')	205 LOTS
SERIES II	(60' X 120')	139 LOTS
SERIES III	(70'/80' X 135')	79 LOTS

423 R-1 LOTS TOTAL

SUBDIVISION AREA 7-25-18 TOTALS

EXISTING PARCELS	313.3 AC.	
PRESERVE	136.6 AC.	(PARCELS C,D)
BICYCLE PATH	0.7 AC.	(PARCEL H)
PARK / PUBLIC OPEN SPACE VIEWING AREA	3.5 AC.	(PARCEL A 0.2 AC.) (PARCEL B 0.4 AC.) (PARCEL I 2.9 AC.)
SINGLE FAMILY (R-1)	81.0 AC.	423 LOTS AVERAGE LOT SIZE = 8,340 SF +/- DENSITY = 3.7 UNITS PER AC
STORM WATER FACILITY	5.4 AC.	(PARCEL G)
MULTI-FAMILY (R-2)	13.4 AC.*	(LOT 470 = 9.4 AC.) (LOT 473 = 4.0 AC.) *MAY INCREASE BY APPROXIMATELY 4 AC.
COMMERCIAL	36.6 AC.‡	(LOT 471 = 20.0 AC.†‡) (LOT 472 = 14.6 AC.) (LOT 474 = 2.0 AC.) † Note: 19.9 AC. + 0.3 AC. + 0.8 AC. - 1.0 AC. = 20.0 AC. (0.3 AC. FROM EAST 20TH STREET R.O.W. ABANDONMENT, 0.8 AC. TRANSFER FROM CITY, 1.0 AC. TRANSFER TO CITY) ‡ Approximately 4 ac. may become multifamily residential
EXISTING DOE MILL - SCHMIDBAUER PRESERVE	14.7 AC.	

RAR
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