



CITY OF CHICO
BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC)

Regular Meeting Agenda
December 14, 2015, 6:30 pm
Municipal Center - 421 Main Street, Council Chamber

Materials related to an item on this Agenda are available for public inspection in the Park Division Office at 411 Main Street during normal business hours or online at <http://www.chico.ca.us/>.

1. REGULAR COMMISSION MEETING

- 1.1. Call to Order
- 1.2. Roll Call

2. CONSENT AGENDA

All matters listed under the Consent Agenda are to be considered routine and enacted by one motion.

- 2.1. Approval of Meeting Minutes

Action: Approve minutes of BPPC held on 11/16/15.

- 2.2. Permit to Install a Chanukah Menorah at City Plaza (12/6/15 – 12/31/15)

Applicant, (Chabad Jewish Center) requests to install a Menorah on the City Plaza restroom and hold a lighting celebration (12/8/15). As with last year's installation, the applicant will need to have their own contractor install the Menorah with direction from Park staff. The multiple day event in its 10th year and requires BPPC consideration. **Recommendation:** *Approval of permit with conditions.*

- 2.3. Permit for a Petting Zoo at City Plaza (4/23/16)

Applicant (Valley Oak Children's Service) is requesting to have a petting zoo at their 30th Annual Children's Faire. **Recommendation:** *Approval of permit with conditions.*

- 2.4. Permit for Alzheimer's Association 5K Walk to End Alzheimer's, 10/8/16

The Alzheimer's Association requests a permit to host the Walk to End Alzheimer's, a stroll through Bidwell Park. The event includes information booths and family friendly activities. Applicant requests set up the day before, which requires BPPC consideration for a multi-day event. **Recommendation:** *Approval of permit with conditions.*

ITEMS REMOVED FROM CONSENT – if any

- 3. **NOTICED PUBLIC HEARINGS** - None

4. REGULAR AGENDA

- 4.1. Consideration of Revisions to Chico Creek Nature Center Lease.

The Chico Creek Nature Center (CCNC) is in default with its loan agreement. After renegotiation with CCNC, the City and CCNC mutually agree to enter into a new lease agreement that preserves the CCNC's loan obligation and provides significant enhancements that protects the City's interests. Further, changes to the CCNC lease agreement and loan amendment will tie the two agreements together and result in any future loan default also becoming a lease agreement default which is currently not the case with the existing lease and loan agreements. **Recommendation:** The City Manager recommends that the Bidwell Park and Playground Commission approve the Restated Ground and Property Lease By and Between The City of Chico and the Chico Creek Nature Center, Inc. and recommend the City Council approve the restated agreement.

- 4.2. Acceptance of 2015 Annual Wet Weather Report and Adoption of Revised Wet Weather Plan

On October 28, 2013, the BPPC adopted an Adaptive Wet Weather Plan. The plan describes the protocol for closing and opening trails to equestrians and bikes and for play at the Peregrine Point Disc Golf Course.

The plan calls for an annual summary of activities. Staff anticipates a review of the program within 5 years.
Recommendation: *Accept Annual Report and adopt the revised wet weather plan.*

5. BUSINESS FROM THE FLOOR

Members of the public may address the Commission at this time on any matter not already listed on the agenda; comments are limited to three minutes. The Commission cannot take any action at this meeting on requests made under this section of the agenda.

6. REPORTS

Items provided for the Commission's information and discussion. No action can be taken on any of the items unless the Commission agrees to include them to a subsequent posted agenda.

6.1. Parks and Street Trees Division Report - Dan Efseaff, Park and Natural Resource Manager.

7. ADJOURNMENT

Adjourn to the next regular meeting on 1/25/16 at 6:30 p.m. in the Council Chamber of the Chico Municipal Center building (421 Main Street, Chico, California).



Please contact the Park Division Office at (530) 896-7800 if you require an agenda in an alternative format or if you need to request a disability-related modification or accommodation. This request should be received at least three working days prior to the meeting.

CITY OF CHICO
BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC)

Minutes of
November 16, 2015 Regular Meeting

1. REGULAR COMMISSION MEETING

1.1. Call to Order

Chair Moravec called the meeting to order at 6:30 pm.

1.2. Roll Call

Commissioners present:

Mary Brentwood
Marisa Corley
Alberto Hernandez
Jim Moravec
Valerie Reddemann
Janine Rood
Drew Traulsen

Staff present: Chris Constantin (Assistant City Manager), Erik Gustafson (Public Works Director-Operations & Maintenance), Dan Efseaff (Park and Natural Resource Manager), Shane Romain (Park Services Coordinator), Nancy Kelly (Administrative Analyst)

2. CONSENT AGENDA

2.1. Approval of Meeting Minutes – 9/28/15

Chair Moravec pulled the meeting minutes of 9/28/15 for further discussion.

2.2. Permit Application for Frost or Fog Race (1/23/16)

The applicant (Under the Sun Events) requested a permit to host a race that starts at the 5-Mile Picnic Area and extends into Middle and Upper Park. In addition to the 5K and ¼ Marathon, the applicant has added a 10-mile race to the event. **Recommendation:** *Conditional approval.*

2.3. Permit Application for Love on the Rocks Run (2/13/16)

The applicant (Under the Sun Events) requested a permit for a team challenge run. The event will use the 5-Mile Picnic Area and use an outback course on the North Rim Trail with use of the pedestrian bridge on the return. **Recommendation:** *Conditional approval.*

2.4. Permit Application for the Jack Frost 10K (12/13/15)

The applicant (Fleet Feet Sports) requested a permit to host a race that starts in Lower Park and extends into Middle Park. The applicant has hosted similar events for the past six years. Much of the route is along paths or trails that can accommodate use during wet weather conditions. **Recommendation:** *Conditional approval.*

2.5. Permit Application for Boulder and Top Roping Climbing Classes (12/5/15)

The applicant (CSU Chico, Department of Kinesiology) requested permission to take two groups of 10 students each from a rock climbing class to Upper Park. The request included bouldering and top rope climbing. **Recommendation:** *Approval of bouldering request and top roping with conditions.*

2.6. Permit Application for Trail Run (6/11/16)

The applicant (Rim to Rim Ultras) requested a permit to hose a trail running race in Upper Bidwell Park. This would be Chico's second ultra-marathon event, featuring a 50-mile distance option. This race would take place on the trails of Middle and Upper Bidwell Park. The start and finish of the race would be at the 5-Mile Picnic Area. **Recommendation:** *Conditional approval.*

MOTION: Approve the Consent agenda with the exception of 2.1 (the minutes of 9/28/15) as submitted. **MADE BY:** Reddemann. **SECOND:** Rood. **AYES:** 7 (Brentwood, Corley, Hernandez, Moravec, Reddemann, Rood, and Traulsen). **NOES:** 0. **ABSENT:** 0.

ITEMS REMOVED FROM THE CONSENT AGENDA

2.1. Meeting minutes of 9/28/15 – These minutes were pulled from the Consent Agenda by Chair Moravec.

Chair Moravec requested the following correction be made to the meeting minutes of 9/28/15:

In the first paragraph, second sentence....

“At the time that the forum took place, staff had not heard back from the attorney...” should read *“At the time that the forum took place, staff had heard back from the attorney and a permit for the work was not required by PG&E”*. This pertains to item 4.1 of the 8/31/15 BPPC Agenda – (Public Forum for PG&E).

MOTION: Approve the minutes of 9/28/15 with the correction above reflected. **MADE BY:** Brentwood. **SECOND:** Corley. **AYES:** 6 (Brentwood, Corley, Hernandez, Moravec, Rood, and Traulsen). **NOES:** 0. **ABSTAIN:** 1 (Reddemann).

3. NOTICED PUBLIC HEARINGS – None

4. REGULAR AGENDA

4.1. Consideration of a Grant Proposal from Pacific Gas and Electric (PG&E) to the City of Chico.

As part of a pipeline safety program, PG&E will remove trees along a pressurized gas distribution line in south Chico. No City permit or action is required for the removal. Recognizing the importance of trees in the Community and based on feedback from the August 31, 2015 BPPC meeting, PG&E proposes to provide funding for the planting of 52 trees. Staff recommended acceptance of the donations as long as the donation exceeds the City's established In-Lieu Fee for tree replacement. **Recommendation:** *Recommendation to City Council to accept the donation.*

P&NRM Efseaff provided an overview on this item. He explained that this was a follow up meeting to the initial public forum held on 8/31/15. PG&E considered the input from the Commission, Staff and the public and developed a status update letter which was provided, outlining the intent of the equivalent of 52 trees to be planted in the City of Chico. PG&E has received authorization from most of the property owners along the pressurized gas line.

The City analyzed the costs associated with the planting of and on-going costs associate with the trees for three years. The in-lieu fee of \$20,000 would cover the initial costs until approximately three years.

Noel Tavia from the City Attorney's office was in attendance at the meeting.

The letter of intent would be formalized by the City Manager and taken to Council for approval.

Brentwood asked about the additional costs to the City in the future and what the costs might be.

Efseaff stated the costs would be approximately \$10 per tree per capita. There is minimal cost once a tree is established.

Brentwood asked if \$20,000 offered by PG&E was enough.

Comments from the Public

Joe Wilson from PG&E, stated that the City's current In-lieu fee is \$350. Their proposal to the City is \$384 which is \$34 more per tree to the City. This increased amount should help cover any extended maintenance costs in the shorter time period. Efseaff noted that this would make the city whole in taking care of the trees for the first three years.

Mark Stemen (Butte Environmental Council) – agreed that this was the best outcome for Chico and recommended acceptance of the offer.

Charles Withuhn (Chico Tree Advocates) – would like the Commission's recommendation to Council to include a follow-up of PG&E's action.

Noel Tavia (City Attorney's office) – stated that because the donation is under \$20,000, it can be approved by the City Manager and does not need to go to Council.

Efseaff offered that if property owners choose not to replant on their property, the donated amount would be given to the City and it may exceed the \$20,000.

Woody Elliott – advised the Commission to be careful and asked for accountability.

Brentwood asked Efseaff if there would be monitoring. Efseaff responded that it would most likely be included in the annual report and brought back to the Commission with an update.

MOTION: To accept the grant proposal from PG&E. **MADE BY:** Corley. **SECOND:** Reddemann. **AYES:** 7 (Brentwood, Corley, Hernandez, Moravec, Reddemann, Rood, and Traulsen). **NOES:** 0. **ABSENT:** 0

4.2. Bidwell Golf Course Lease Amendment – Solar Array Installation Chico.

Bidwell Park Golf Club, Inc. requested the installation of a solar array within the golf course. The approval of the installation would require a lease amendment. **Recommendation:** *The City Manager requested that the Commission recommend to the City Council to authorize the City Manager to enter the lease amendment.*

Assistant City Manager Constantine provided an overview of this item. On 10/6/12, the City entered into a 25 year lease with two ten-year options, with the Bidwell Park Golf Club organization for the operations and improvement of the Bidwell Municipal Golf Course. The lease requires the creation of a five-year capital improvement plan specifying key items requiring purchase, construction or rehabilitation. Empire Golf manages and operates the golf course.

On 6/24/15 Empire Golf presented a proposal for installing a solar array at Bidwell Golf Course to the City's Finance Committee. It is estimated that the solar array would save approximately \$55K in energy costs the first year. The array would not be visible from the main road in Bidwell Park and would be placed in an unmaintained grass field occupying approximately 2,500 square feet.

Constantin offered that while it wasn't necessary for this to come before the Commission for approval, he would like the Commission's input in identifying any concerns that should be included in the agreement to protect the City.

Commissioner Rood asked if the roof of the building was looked at as a feasible option for the solar panels.

Rob Metzler (Empire Golf) was in attendance of the meeting. He explained that the solar array had to be within 1,000 ft. of an existing PG&E meter and didn't think the roof of the old building would support it. At the selected location, the only place it is visible is on the golf course.

Rood asked if an Environmental Impact Study had been done on the park. Constantine stated that there is an EIR on the park and a Master Plan. They would like to make sure that in the installation of this that Empire Golf makes sure that anything they do is in compliance with those documents.

Brentwood stated she would like to see details of the entire project. Moravec agreed.

Comments from the Public

Woody Elliott disagreed with Constantin that it didn't need to come before the Commission. While he was in support of the project, he would like to see that CEQA guidelines are followed.

MOTION: To recommend to the City Council to authorize the City Manager to enter into a lease amendment with Bidwell Park Golf Club, Inc. for the purpose of installing a solar array within the golf course property with the conditions of a written description of a plan that complies with the Bidwell Park Master Management Plan, to stake the area to provide the view shed and to ensure CEQA compliance before the project goes forward. **MADE BY:** Brentwood. **SECOND:** Rood. **AYES:** 6 (Brentwood, Corley, Moravec, Reddemann, Rood, and Traulsen). **NOES:** 1 (Hernandez). **ABSENT:** 0.

5. BUSINESS FROM THE FLOOR

Woody Elliott – He has taken pictures of Peregrine Point and encouraged the Commission to look at them. He was questioning the renewal of the Chico Outsiders' contract.

6. REPORTS

- 6.1. Review of Chico Rod and Gun Club – Dan Efseaff, Park and Natural Resource Manager**
Efseaff provided an overview of the Chico Rod and Gun Club. Their lease is set up on an automatic renewal every five years with a review of conformance. The automatic extension will begin December 1st.

One requirement in the lease is that the facility be available for a minimum of two hours per week. The classes are listed and promoted on-line.

The facility is showing its age and the Club is interested in making some improvements with a long-term commitment with the City. The City is in the process of developing some guidelines for leases within the park. This should be available sometime next year. This new agreement will be reviewed and revised in accordance of those guidelines.

The Club has had some challenges in meeting the fall gate closing times. Any future improvements to the facility will go thru a city process.

Neil Potts (Chico Rod and Gun Club) – provided an historical timeline of the Club and its various names. He expressed an interest in a later gate closure time of 10pm. to accommodate more junior members.

Blair Snyder (President of Chico Rod and Gun Club) – stated the building is in need of repair but they are hopeful of a long-term lease agreement.

Ron Husa – Has been here since 1974 and was an instructor at one time. He strongly supports the Club.

Scotland Clark – (Junior member) – reported that there haven't been any injuries since 1954.

Parks and Street Trees Division Report – Dan Efseaff, Park and Natural Resources Manager

Efseaff reported the following:

- There was a very generous show of support (20K) from the community for Annie B's Community Fund Drive for Caper Acres and support of the park. This is about three times more than last year.
- Bidwell Park Birthday Bash was well attended.
- Preliminary work will begin soon in preparation for the new bridge and environmental compliance at Comanche Creek. Looking at an opening in Summer 2016.
- Bird Cage structure at Caper Acres has been retrofitted.
- The next few months will show a phased-in approach of new pieces in Caper Acres. A new kiosk will be installed which will provide information to the public.

Romain reported the following:

- There were about 530 volunteers for the annual creek clean-up (sponsored by BEC). About 19,800 lbs. of debris was removed.
- Make a Difference Day had about 100 volunteers resulting in about 300 volunteer hours. Annie's Glen tunnel is looking new again.
- The Winter Gala will be held at the Bidwell Golf Course on December 12th.

7. ADJOURNMENT

Adjourned at 8:21 p.m. to the next regular meeting on December 14, 2015 at 6:30 p.m. in the Council Chamber of the Chico Municipal Center building (421 Main Street, Chico, California).

Date Approved: / / .

Prepared By:

Nancy Kelly, Administrative Analyst

 12/8/15
Date

Distribution: BPPC

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BPPC Staff Report

Meeting Date: 12/14/2015

DATE: 11/20/15
 TO: Bidwell Park and Playground Commission
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Permit to Install a Chanukah Menorah at City Plaza (12/06/15 to 12/14/15)

REPORT IN BRIEF:

The Chabad Jewish Center requests to install a Menorah on the City Plaza restroom and hold a lighting celebration (12/08/15). As with last year's installation, the applicant will need to have their own contractor install the Menorah with direction from Park staff. The multiple day event in its 10th year and requires BPPC consideration.

Due to staff error this application is being submitted late.

Recommendation: *Conditional approval.*

Event Details

Date of Application	11/20/2015
Date of Event	12/8/2015
Time of Event	Actual event time 6:00 PM – 7:30 PM, however the menorah will be installed on 12/6/15 and display for multiple days.
Event Name	Chanukah Celebration / Menorah Lighting
Applicant Name	Chana Zwiebel
Location	City Plaza
Description	Menorah installation and lighting, music, crafts for kids, traditional holiday treats.
New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Years 10
# Participants	75
Reason for BPPC Consideration?	Exceeds 10 hours in length or is for multiple days.

Conditions

Staff recommends the following conditions:

1. Continued adherence to all park rules.
2. Chabad Jewish Center hire a contractor to install the Menorah according to the Park Field Supervisor's instructions.
3. Additional fee for Park staff time to give brief installation directions on site.
4. Applicant to remove the Menorah by December 31, 2015.

Attachments: Application and Permit for Park Use and evaluation

Distribution: Chana Zwiebel

S:_Old drive to be deleted July 2015\Admin\BPPC\BPPC_Templates\BPPC_Special Event_Template_14_0305.docx
 12/9/2015



City of Chico

APPLICATION & PERMIT FOR PARK USE

Public Works Department - Park Division

Type of Event:	
PUBLIC <input checked="" type="checkbox"/>	PRIVATE <input type="checkbox"/>

SECTION 1 - APPLICANT INFORMATION

Must be 18 or older • No glass containers • Application fee due upon submittal •

THIS RESERVATION IS NOT VALID UNTIL APPROVED BY THE PARK DIVISION.

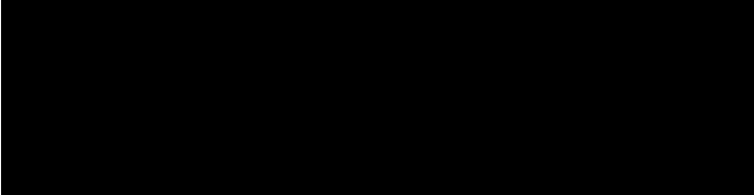
PLEASE PRINT:

Chana Zwiebel
Name of Applicant/Contact Person

Chanuka Celebration / Menora Lighting
Description of Event: (family BBQ, walk/run, describe below if needed)

Chabad Jewish Center
Organization Name (if applicable)

Tuesday Dec. 8 2015
Day and Date of Event:



From: 5:00 To: 8:00
Total Time Needed for Set-up, Event, and Clean-up

From: 6:00 To: 7:30 75
Time of Event Only Number of people

E-mail address:

Contact Phone # Alternate Phone #

Note: Park gates will not remain closed beyond normal opening time for any event with less than 1,000 people. All races with less than 1,000 people at One Mile must start before 8:30 am. Street closure(s) subject to approval.

AREA REQUESTED: (Please check if requested)

- Bidwell Bowl Amphitheater
- Electricity (15 amp)
- Note: Special conditions apply for amplified sound (12R.08.263 CMC)
- Cedar Grove Picnic Area Meadow
- Electricity (15 amp) 100 amp Electrical Service tables, restroom area (circle) Water (public events only)
- Children's Playground
- Electricity (15 amp)-Pick up key on: _____ Mon - Fri 8:00 - 3:30
- Water (public events only) 100 amp Electrical Service
- City Plaza (Additional fees may apply)
- Electricity (15 amp) 100 amp Electrical Service
- Event Restrooms Water (public events only)
- Fountain - On Fountain - Off
- Meter Bags # _____ Sound Curtain

- Council Ring
- Fire Permit
- Five Mile Picnic Area
- One Mile Picnic/Barbeque Area - Water available, no hose bib
- Oak Grove A Oak Grove B
- Sycamore Way Parking Lot Closure-Public Events ONLY
- Electricity (15 amp) parking area, restroom area (Pick up key)
- Band Stand (15 amp)
- BBQ-Pick up key on: _____ Mon - Fri 8:00 AM - 3:30 PM
- Depot Park
- Electricity (15 amp)
- Lower Bidwell Park (public events only): _____
- Upper Bidwell Park (public events only): _____
- Other (specify) (public events only): _____
- Early Entrance Needed (public events only) Yes ___ No ___

Additional Description of the Event: menorah lighting, music, small crafts for kids, holiday treats. (Menorah Installed Dec. 6-14) M+S Wesley - install + remove

FOR PARK RANGER ASSISTANCE during the event, CALL 530-897-4900 (Police Department Dispatch)

SECTION 2 - PERMIT FEES

Call Park Office at 896-7800 for availability of park areas and fee schedule 80.020

- Application Fee \$ 19.00 (Non-Refundable)
- Reservation Fee \$ 11.00 (\$11.00 minimum, please call for quote)
- Insurance Fee \$ 40.00 (\$40.00 to process outside insurance)
- Vendor Fee # _____ \$ _____ (\$6.00 per vendor)
- Damage Deposit \$ 100.00 (\$100.00 refundable)
- Early Entrance Fee \$ _____ (\$32.50/hr. public events only)
- Additional Park Use Fees \$ _____ (see fee schedule)

Additional fees for City Plaza use:	
Event Restrooms _____ x (\$95.00) = \$ _____	#days
100 amp Electrical _____ x (\$30.00) = \$ _____	(electrician required) #days

Credit Card and ATM payment as credit will be assessed a \$2.00 convenience fee.

Park Fee Total: \$ 170.00
Convenience Fee: \$ _____

Fee due upon submittal of application ~ Make Checks Payable to: City of Chico ~

Total Fee Required: \$ 170.00

City of Chico Cash Receipt No. CR401859 Payment Method: CK1205 Date: 10/19/15 Received By: TR

SECTION 3
CONDITIONS FOR PARK USE

You Are Responsible for Knowing the Park Rules. Please Observe the Following:

- Alcohol Alcohol is not permitted in any City Park or Playground.
- BBQ's Portable BBQ's may only be used next to existing BBQ's in Lower Bidwell Park and Five Mile Recreation Areas.
- Bicycles Must observe all California vehicular codes including one-way streets. Riders are expected to be courteous and yield to equestrian and pedestrian traffic. Helmets must be worn at all times in Upper Park, except when on pavement. Riders must stay on designated trails. Bicycle riding is not allowed in Caper Acres or on the Sycamore pool deck.
- Bounce Houses Bounce houses and other similar play equipment are only permitted with a reservation and upon approval by the Park Division. The operators of this equipment must provide proof of insurance. Bounce houses are not allowed in Caper Acres.
- Campfires No campfires allowed.
- Camping No overnight camping allowed. Bidwell Park is a "day use park" only.
- Clean up Permittee is required to completely clean up area at the conclusion of event. Additional garbage bags may be obtained from the General Services Department at time of reservation. (12R.04.180 CMC)
- Damages Any damage to City property as a result of this event will be repaired at permittee's expense.
- Dogs Dogs may be off leash from 5:30 AM until 8:30 AM in Lower Park -- All other times dogs must be on a leash. Along the north side of Upper Park Road, dogs may be "off leash" anytime. While "off leash," dogs must remain under control via master's voice. *Dogs are not allowed in Caper Acres, One-Mile or Five-Mile swimming areas, or designated swimming holes in Upper Park.*
- Electrical All power extension cords, sound amplification equipment, and staging to be supplied by permittee. Permittee shall provide "tripping" prevention devices over power cords crossing any pathway.
- Fishing Big Chico Creek: Check California Fish and Game Regulations, <http://www.dfg.ca.gov/regulations/>, Freshwater Sport Fishing, Alphabetical List of Waters with Special Fishing Regulations, (20) Big Chico Creek.
Horseshoe Lake: Age 14 and over - license, catch and release; Under 14 - no license, catch and keep.
- Gate Closures Upper Park gate at parking area E is closed on Sundays and Mondays and during wet periods. Gates can be closed for approved special events. See www.ci.chico.ca.us/general_services_department/park_division/gate_closing_hours.asp
- Glass No glass containers allowed in any City Park or Playground.
- Horses Horses must stay on designated trails. Horses are not allowed in One-Mile or Five-Mile Recreation Areas. Horses must cross the creek at approved crossings. Safe and courteous riding is the Park standard.
- Noise No loud or unusual noises are allowed, including: radios and headsets that can be heard over 50' away. Music/Amplified Sound at One-Mile Recreation Area, please, face all speakers away from Woodland Ave.
- Park Closures Lower Park is closed from 12:00 am (midnight) until 5:00 am every day, unless directly and actively proceeding to a destination outside of the park. Upper Park is closed between the hours of 11:00 pm and 60 minutes before sunrise every day, unless posted otherwise.
- Signs/Defacing Defacing of trees, benches, tables, any park fixtures, open ground, or paved roads/paths with markings, staples, tacks, or signs is prohibited. No pinatas, or accessories shall be affixed to trees. Only barricades, cones, or self standing devices may be used for these purposes.
- Smoking Smoking is not permitted in any City Park or Playground.
- Swimming While in the 1-Mile swim area compliance with lifeguards is required for public safety. Pool is open and lifeguards are on duty from Memorial Day through Labor Day.
- Vegetation No taking, cutting or injury of any vegetation in the Park is allowed.
- Vehicle Traffic
- While gates are closed, limited use of vehicles to set up for event is permitted. Vehicles must be in compliance with the one-way designation of the roadway, must yield to all other activities (walking, jogging, bicycling, and horseback riding), must travel with flashers on and may not exceed ten (10) miles per hour.
 - Permittee shall provide adequate signs and supervision to avoid conflicts between vehicles, bicycles, equestrians, and general public.
 - Only emergency vehicles will be allowed access through the area of South Park Drive which has been closed to motor vehicles.
 - No vehicles are permitted to travel or park on grass areas.

*I have read and agree to conform to the above rules and conditions:

Signed: C. Zwiibel

SECTION 4 - INSURANCE

(to be determined by Park Office)

INSURANCE REQUIREMENTS ARE APPLICABLE TO:

Insurance Required [] Not Required

- (1) All Public Events per Title 12R.08.240, and/or
(2) All Events Public or Private where:
(a) Amplified sound is used, or (b) The number of people participating amount to 100 or more.

For Insurance questions for your event, please contact the Risk Management office at 530-879-7910, by fax at 530-895-4733, or email at riskmanagement@chicoca.gov

If insurance is required, Certificate of Insurance, meeting City standards must be received by: Nov 20, 2015

Organization Named on Certificate of Insurance

Permittee shall supply, at least two (2) weeks in advance of the scheduled event, a Certificate of Insurance issued by a company licensed to do business in California with a Best's Insurance Guide rating of "B" or better ("A" rated if Company is unlicensed) which provides evidence of comprehensive and general liability coverage in the amount of \$1,000,000 combined single limit, with policy endorsements as follows:

- (1) Identification of permit applicant, identification of event, date of event.

NOTE: NUMBERS 2 AND 3 MUST BE SEPARATE ENDORSEMENTS:

- (2) The City of Chico, its officers, boards and commissions, and members thereof, its employees and agents are covered as additional insureds as respects to any liability arising out of the activities of the named insured.
(3) The insurance coverages afforded by this policy shall be primary insurance as respects to the City of Chico, its officers, employees, or agents. Any insurance or self-insurance maintained by the City of Chico, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to it.
(4) An unqualified statement that "The insurer will provide the City at least ten (10) days prior notice of cancellation or material change in coverage", standard Certificate of Insurance cancellation language is not acceptable

Please Note: Your reservation may be cancelled if the insurance is not approved at least two weeks prior to the scheduled event

SECTION 5 - ACCEPTANCE OF CONDITIONS

In signing this Permit, I agree to indemnify and hold the City of Chico and/or the Bidwell Park and Playground Commission free and clear of all claims of damage for injury to persons or property occurring in, upon or about Bidwell Park, and arising from my use of the park as noted above, and to defend any action against the City of Chico resulting from any such claim, without cost to the City.

*I certify that I have read this application thoroughly, followed any and all instructions, understand its contents, will comply with the attached "Conditions for Park Use", will adhere to any additional conditions set forth by this permit, and supplied true and correct information herein to the best of my knowledge and belief.

X C. Zwiemel
Signature of Applicant

X Oct. 19, 2015
Date

RETURN THIS FORM TO:

City of Chico - Park Division
411 Main St., 3rd Floor
Chico, CA 95928

FAX 530-895-4825 or email to Parkinfo@chicoca.gov

THIS RESERVATION IS NOT VALID UNTIL APPROVED BY THE PARK DIVISION.

A copy of the approved application will be returned to you.

SECTION 6 - GENERAL SERVICES DIRECTOR AUTHORIZATION

I certify that I have carefully reviewed this application pursuant to Title 12 and 12R of the Chico Municipal Code and hereby recommend that this permit be:

- [] Approved.
[] Approved subject to listed additional condition(s) Concurrence by BPPC to support approval

- [] Denied by the General Services Director. Reason:
[] Application fee waived (12R.08.100 CMC). Reason:
[] Reservation fee waived (12R.08.250 CMC). Reason:
[] Vendor fee waived (12R.08.250 CMC). Reason:
[] Insurance fee waived (12R.08.240 CMC). Reason:
[] Damage deposit fee waived (12R.08.260 CMC). Reason:
[] Application approved by the Bidwell Park & Playground Commission. Date:
[] Application denied by the Bidwell Park & Playground Commission. Reason:

Signature of Park and Natural Resources Manager

Date: 11/20/15

EVENT INFORMATION

Please answer the following questions by circling "Yes" or "No"

Is this an annual event? How many years have you been holding this event? <u>10</u>	Yes	No
Is there a patron admission, entry, or participant fee(s) required for your event?	Yes	No
Will there be amplified sound/music at event? (Please see 'Conditions For Park Use') Specify type (microphone, band, radio, PA system etc): <u>Band</u>	Yes	No
When will amplified sound/music be heard? Time from: <u>6:15</u> until: <u>7:30</u> amps needed (15 or 100) <u>15</u> Note: 100 amp electrical service requires a certified electrician to operate.		
Will there be any entertainment apparatus? (Operator to provide proof of insurance) [] Bounce house [] Climbing wall [] Ropes Course [] Other: _____ Name of Operator: _____	Yes	No
Will there be any vendors at this event? (No glass or alcohol permitted) If "yes" please note the number of vendors anticipated: _____ (submit a, separate, complete list) Does your event include food concession and/or preparation areas? If yes, please describe how food will be served and/or prepared: _____	Yes	No
Will event require that any part of the Park remain closed beyond the normal time of opening? Note: Park gates will not remain closed beyond normal opening time for any event with less than 1,000 people. All races with less than 1,000 people at One Mile must start before 8:30am. (Subject to approval by the General Services Department Director and/or Senior Park Ranger.) If "yes" please state which gate(s): _____ Time of closure from: _____ until: _____	Yes	No
Will there be early entrance into the Park for setup? If "yes" when will monitors be at their position(s)? Time from: _____ until: _____ Note: Gate Monitors are required at the entrances and exits for early Park entrance. An additional fee may be charged for early entrance	Yes	No
Will event require over night camping for security purposes? (authorized for a maximum of two people, 12R.04.340 CMC) If "yes" how many security personnel will be required?	Yes	No
Portable Restrooms: You are required to provide portable restroom for events with 200+ participants at your event, in the immediate area of the event site which will be available to the public during your event. Restroom Company _____ Phone Number _____ Location of portable restrooms _____ Note: Restrooms shall be removed within 24 hrs after conclusion of event.	Yes	No
Sanitation and Recycling: As an event organizer, you must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition. <i>For events with 200+ participants, additional trash and recycling cans are required.</i> Number of Trash Cans _____ Number of Recycling Containers _____ Sanitation Company _____ Phone Number _____ Note: Sanitation containers shall be removed within 24 hrs after conclusion of event.	Yes	No
Will your event include the use of any signs, banners or decorations? (Please see 'Conditions For Park Use') If yes, please describe type and location: _____ Note: All signs and banners shall be free standing and not affixed to Park property.	Yes	No
Will water be needed during your event? Please provide your own hose and on/off switch. No hose bib is available at One Mile Recreation Area. Note: Please request a water coupler key for City Plaza, Children's Playground, and Cedar Grove.	Yes	No
Do you request irrigation to be turned off before and during your event?	Yes	No
CITY PLAZA ONLY: Vehicles are not allowed in City Plaza. Loading and unloading must occur from the streets. Meter bags for unloading and loading only may be obtained from the City by calling (530) 896-7800		
Will vendors be placed on the perimeter sidewalks? If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.	Yes	No
Will City street closure(s) be needed? A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.	Yes	No



BPPC Staff Report

Meeting Date 12/14/15

DATE: 12/3/15
 TO: Bidwell Park and Playground Commission
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Valley Oak Children's Service – Annual Children's Faire, 4/23/16

REPORT IN BRIEF:

Applicant (Valley Oak Children's Services) would like to host the 30th Annual Children's Faire in City Plaza. During their event they are requesting to have a petting zoo.

Recommendation: Conditional approval.

Event Details

Date of Application	10/19/2015
Date of Event	4/23/2016
Time of Event	10 AM – 3:20 PM
Event Name	Annual Children's Faire
Applicant Name	Valley Oak Children's Faire
Location	City Plaza
Description	Children's Faire with Petting Zoo
New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Years? 30
# Participants	750 - 1000
Reason for BPPC Consideration?	Uncommon or unusual for reserved area.
BPMMP Consideration	

Conditions

Staff recommends the following conditions:

- Continued adherence to all park rules.
- There must be a tarp under the animals to catch weed seed.
- If parking meters bags are necessary, for loading and unloading purposes, please provide the Parks Admin Staff the parking meter numbers at least 3 days in advance.
- The applicant will need to do a final inspection at the conclusion of the event and remove all signs as well as pick up any associated trash.
- No chalk markings
- All signs must be free standing

Attachments: Application and Permit for Park Use

Distribution: Connie Roberson



City of Chico

APPLICATION & PERMIT FOR PARK USE

Public Works Department - Park Division

Type of Event:	
PUBLIC <input checked="" type="checkbox"/>	PRIVATE <input type="checkbox"/>

SECTION 1 - APPLICANT INFORMATION

Must be 18 or older • No glass containers • Application fee due upon submittal •

THIS RESERVATION IS NOT VALID UNTIL APPROVED BY THE PARK DIVISION.

PLEASE PRINT:

Connie Roberson
Name of Applicant/Contact Person

Valley Oak Children's Services
Organization Name (if applicable)



Contact Phone # Alternate Phone #

Annual Children's Faire
Description of Event: (family BBQ, walk/run, describe below if needed)
Saturday, April 23 2016
Day and Date of Event:

From: 8:30 AM To: 2:30 PM
Total Time Needed for Set-up, Event, and Clean-up
From: 10 AM To: 2 PM 750 - 1000
Number of people

E-mail address: [Redacted]
Note: Park gates will not remain closed beyond normal opening time for any event with less than 1,000 people. All races with less than 1,000 people at One Mile must start before 8:30 am. Street closure(s) subject to approval.

AREA REQUESTED: (Please check if requested)

- Bidwell Bowl Amphitheater
 - Electricity (15 amp)
- Note: Special conditions apply for amplified sound (12R.08.263 CMC)
- Cedar Grove Picnic Area Meadow
 - Electricity (15 amp) 100 amp Electrical Service tables, restroom area (circle) Water (public events only)
- Children's Playground
 - Electricity (15 amp)-Pick up key on: _____ Mon - Fri 8:00 - 3:30
 - Water (public events only) 100 amp Electrical Service
- City Plaza (Additional fees may apply)
 - Electricity (15 amp) 100 amp Electrical Service
 - Event Restrooms Water (public events only)
 - Fountain - On Fountain - Off
 - Meter Bags # 6 Sound Curtain

- Council Ring
 - Fire Permit
- Five Mile Picnic Area
- One Mile Picnic/Barbeque Area - Water available, no hose bib
 - Oak Grove A Oak Grove B
 - Sycamore Way Parking Lot Closure-Public Events ONLY
 - Electricity (15 amp) parking area, restroom area (Pick up key)
 - Band Stand (15 amp)
 - BBQ-Pick up key on: _____ Mon - Fri 8:00 AM - 3:30 PM
- Depot Park
 - Electricity (15 amp)
- Lower Bidwell Park (public events only): _____
- Upper Bidwell Park (public events only): _____
- Other (specify) (public events only): _____
- Early Entrance Needed (public events only) Yes No

Additional Description of the Event: We would like to have a petting zoo - are there additional requirements?

FOR PARK RANGER ASSISTANCE during the event, CALL 530-897-4900 (Police Department Dispatch)

SECTION 2 - PERMIT FEES

Call Park Office at 896-7800 for availability of park areas and fee schedule 80.020

- Application Fee \$ 19.00 (Non-Refundable)
- Reservation Fee \$ 150.00 (\$11.00 minimum, please call for quote)
- Insurance Fee \$ 40.00 (\$40.00 to process outside insurance)
- Vendor Fee # _____ \$ _____ (\$6.00 per vendor)
- Damage Deposit \$ 100.00 (\$100.00 refundable)
- Early Entrance Fee \$ _____ (\$32.50/hr. public events only)
- Additional Park Use Fees \$ _____ (see fee schedule)

Additional fees for City Plaza use:	
Event Restrooms	1 x (\$95.00) = \$ 95.00
100 amp Electrical	_____ x (\$30.00) = \$ _____
(electrician required) #days	

Park Fee Total: \$ 404.00
Convenience Fee: \$ 2.00
Total Fee Required: \$ 406.00

Credit Card and ATM payment as credit will be assessed a \$2.00 convenience fee.
Fee due upon submittal of application ~ Make Checks Payable to: City of Chico ~

City of Chico Cash Receipt No. CR401880 Payment Method: CC4522 Date: 10/19/15 Received By: T.E.

Office Distribution:	Permit File (original) Park Field Supervisor	Park Ranger 1 Park Ranger 2	Senior Park Ranger Landscape Inspector	Applicant 920 Fund	Email(various) Risk Management (e-mail)	Park Services Coordinator
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SECTION 4 – INSURANCE

(to be determined by Park Office)

INSURANCE REQUIREMENTS ARE APPLICABLE TO:

Insurance Required

Not Required

- (1) All Public Events per Title 12R.08.240, and/or
- (2) All Events Public or Private where:
 - (a) Amplified sound is used, or
 - (b) The number of people participating amount to 100 or more.

For Insurance questions for your event, please contact the Risk Management office at 530-879-7910, by fax at 530-895-4733, or email at riskmanagement@chicoca.gov

If Insurance is required, Certificate of Insurance, meeting City standards must be received by: April 8, 2016

Organization Named on Certificate of Insurance Valley Oak Children's Services

Permittee shall supply, at least two (2) weeks in advance of the scheduled event, a Certificate of Insurance issued by a company licensed to do business in California with a Best's Insurance Guide rating of "B" or better ("A" rated if Company is unlicensed) which provides evidence of comprehensive and general liability coverage in the amount of \$1,000,000 combined single limit, with policy endorsements as follows:

- (1) Identification of permit applicant, identification of event, date of event.

NOTE: NUMBERS 2 AND 3 MUST BE SEPARATE ENDORSEMENTS:

- (2) The City of Chico, its officers, boards and commissions, and members thereof, its employees and agents are covered as additional insureds as respects to any liability arising out of the activities of the named insured.
- (3) The insurance coverages afforded by this policy shall be primary insurance as respects to the City of Chico, its officers, employees, or agents. Any insurance or self-insurance maintained by the City of Chico, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to it.
- (4) An unqualified statement that "The insurer will provide the City at least ten (10) days prior notice of cancellation or material change in coverage", standard Certificate of Insurance cancellation language is not acceptable

Please Note: Your reservation may be cancelled if the insurance is not approved at least two weeks prior to the scheduled event

SECTION 5 - ACCEPTANCE OF CONDITIONS

In signing this Permit, I agree to indemnify and hold the City of Chico and/or the Bidwell Park and Playground Commission free and clear of all claims of damage for injury to persons or property occurring in, upon or about Bidwell Park, and arising from my use of the park as noted above, and to defend any action against the City of Chico resulting from any such claim, without cost to the City.

*I certify that I have read this application thoroughly, followed any and all instructions, understand its contents, will comply with the attached "Conditions for Park Use", will adhere to any additional conditions set forth by this permit, and supplied true and correct information herein to the best of my knowledge and belief.

X Cornel Roberts
Signature of Applicant

X October 19, 2015
Date

RETURN THIS FORM TO:

City of Chico - Park Division
411 Main St., 3rd Floor
Chico, CA 95928

FAX 530-895-4825 or email to Parkinfo@chicoca.gov

THIS RESERVATION IS NOT VALID UNTIL APPROVED BY THE PARK DIVISION.

A copy of the approved application will be returned to you.

SECTION 6 – GENERAL SERVICES DIRECTOR AUTHORIZATION

I certify that I have carefully reviewed this application pursuant to Title 12 and 12R of the Chico Municipal Code and hereby recommend that this permit be:

- Approved.
- Approved subject to listed additional condition(s) _____

- Denied by the General Services Director. Reason: _____
- Application fee waived (12R.08.100 CMC). Reason: _____
- Reservation fee waived (12R.08.250 CMC). Reason: _____
- Vendor fee waived (12R.08.250 CMC). Reason: _____
- Insurance fee waived (12R.08.240 CMC). Reason: _____
- Damage deposit fee waived (12R.08.260 CMC). Reason: _____
- Application approved by the Bidwell Park & Playground Commission. Date: _____
- Application denied by the Bidwell Park & Playground Commission. Reason: _____

Date:

Signature of Park and Natural Resources Manager

Date

SECTION 3

CONDITIONS FOR PARK USE

You Are Responsible for Knowing the Park Rules. Please Observe the Following:

- Alcohol** Alcohol is not permitted in any City Park or Playground.
- BBQ's** Portable BBQ's may only be used next to existing BBQ's in Lower Bidwell Park and Five Mile Recreation Areas.
- Bicycles** Must observe all California vehicular codes including one-way streets. Riders are expected to be courteous and yield to equestrian and pedestrian traffic. Helmets must be worn at all times in Upper Park, except when on pavement. Riders must stay on designated trails. Bicycle riding is not allowed in Caper Acres or on the Sycamore pool deck.
- Bounce Houses** Bounce houses and other similar play equipment are only permitted with a reservation and upon approval by the Park Division. The operators of this equipment must provide proof of insurance. Bounce houses are not allowed in Caper Acres.
- Campfires** No campfires allowed.
- Camping** No overnight camping allowed. Bidwell Park is a "day use park" only.
- Clean up** Permittee is required to completely clean up area at the conclusion of event. Additional garbage bags may be obtained from the General Services Department at time of reservation. (12R.04.180 CMC)
- Damages** Any damage to City property as a result of this event will be repaired at permittee's expense.
- Dogs** Dogs may be off leash from 5:30 AM until 8:30 AM in Lower Park -- All other times dogs must be on a leash. Along the north side of Upper Park Road, dogs may be "off leash" anytime. While "off leash," dogs must remain under control via master's voice. *Dogs are not allowed in Caper Acres, One-Mile or Five-Mile swimming areas, or designated swimming holes in Upper Park.*
- Electrical** All power extension cords, sound amplification equipment, and staging to be supplied by permittee. Permittee shall provide "tripping" prevention devices over power cords crossing any pathway.
- Fishing** Big Chico Creek: Check California Fish and Game Regulations, <http://www.dfg.ca.gov/regulations/>, Freshwater Sport Fishing, Alphabetical List of Waters with Special Fishing Regulations. (20) Big Chico Creek. Horseshoe Lake: Age 14 and over - license, catch and release; Under 14 - no license, catch and keep.
- Gate Closures** Upper Park gate at parking area E is closed on Sundays and Mondays and during wet periods. Gates can be closed for approved special events. See www.ci.chico.ca.us/general_services_department/park_division/gate_closing_hours.asp
- Glass** No glass containers allowed in any City Park or Playground.
- Horses** Horses must stay on designated trails. Horses are not allowed in One-Mile or Five-Mile Recreation Areas. Horses must cross the creek at approved crossings. Safe and courteous riding is the Park standard.
- Noise** No loud or unusual noises are allowed, including: radios and headsets that can be heard over 50' away. Music/Amplified Sound at One-Mile Recreation Area, please, face all speakers away from Woodland Ave.
- Park Closures** Lower Park is closed from 12:00 am (midnight) until 5:00 am every day, unless directly and actively proceeding to a destination outside of the park. Upper Park is closed between the hours of 11:00 pm and 60 minutes before sunrise every day, unless posted otherwise.
- Signs/Defacing** Defacing of trees, benches, tables, any park fixtures, open ground, or paved roads/paths with markings, staples, tacks, or signs is prohibited. No pinatas, or accessories shall be affixed to trees. Only barricades, cones, or self standing devices may be used for these purposes.
- Smoking** Smoking is not permitted in any City Park or Playground.
- Swimming** While in the 1-Mile swim area compliance with lifeguards is required for public safety. Pool is open and lifeguards are on duty from Memorial Day through Labor Day.
- Vegetation** No taking, cutting or injury of any vegetation in the Park is allowed.
- Vehicle Traffic**
- While gates are closed, limited use of vehicles to set up for event is permitted. Vehicles must be in compliance with the one-way designation of the roadway, must yield to all other activities (walking, jogging, bicycling, and horseback riding), must travel with flashers on and may not exceed ten (10) miles per hour.
 - Permittee shall provide adequate signs and supervision to avoid conflicts between vehicles, bicycles, equestrians, and general public.
 - Only emergency vehicles will be allowed access through the area of South Park Drive which has been closed to motor vehicles.
 - No vehicles are permitted to travel or park on grass areas.

*I have read and agree to conform to the above rules and conditions:

Signed: Corinne Roberts

EVENT INFORMATION

Please answer the following questions by circling "Yes" or "No"

Is this an annual event? How many years have you been holding this event? <u>30+</u>	Yes	No
Is there a patron admission, entry, or participant fee(s) required for your event?	Yes	No
Will there be amplified sound/music at event? (Please see 'Conditions For Park Use') Specify type (<u>microphone</u> , band, radio, <u>PA system</u> etc): _____	Yes	No
When will amplified sound/music be heard? Time from: <u>10 AM</u> until: <u>1:30 PM</u> amps needed (15 or 100) <u>15</u> Note: 100 amp electrical service requires a certified electrician to operate.		
Will there be any entertainment apparatus? (Operator to provide proof of insurance) [] Bounce house [] Climbing wall [] Ropes Course [] Other: _____	Yes	No
Name of Operator: _____		
Will there be any vendors at this event? (No glass or alcohol permitted) If "yes" please note the number of vendors anticipated: _____ (submit a, separate, complete list) Does your event include food concession and/or preparation areas? If yes, please describe how food will be served and/or prepared: <u>no food</u>	Yes	No
Will event require that any part of the Park remain closed beyond the normal time of opening? Note: Park gates will not remain closed beyond normal opening time for any event with less than 1,000 people. All races with less than 1,000 people at One Mile must start before 8:30am. (Subject to approval by the General Services Department Director and/or Senior Park Ranger.) If "yes" please state which gate(s): _____	Yes	No
Time of closure from: _____ until: _____		
Will there be early entrance into the Park for setup? If "yes" when will monitors be at their position(s)? Time from: _____ until: _____ Note: Gate Monitors are required at the entrances and exits for early Park entrance. An additional fee may be charged for early entrance	Yes	No
Will event require over night camping for security purposes? (authorized for a maximum of two people, 12R.04.340 CMC) If "yes" how many security personnel will be required?	Yes	No
Portable Restrooms: You are required to provide portable restroom for events with 200+ participants at your event, in the immediate area of the event site which will be available to the public during your event. Restroom Company _____ Phone Number _____ Location of portable restrooms _____ Note: Restrooms shall be removed within 24 hrs after conclusion of event.	Yes	No
Sanitation and Recycling: As an event organizer, you must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition. For events with 200+ participants, additional trash and recycling cans are required. Number of Trash Cans _____ Number of Recycling Containers _____ Sanitation Company _____ Phone Number _____ Note: Sanitation containers shall be removed within 24 hrs after conclusion of event.	Yes	No
Will your event include the use of any signs, banners or decorations? (Please see 'Conditions For Park Use') If yes, please describe type and location: <u>participants will have agency signs on their tables</u> Note: All signs and banners shall be free standing and not affixed to Park property.	Yes	No
Will water be needed during your event? Please provide your own hose and on/off switch. No hose bib is available at One Mile Recreation Area. Note: Please request a water coupler key for City Plaza, Children's Playground, and Cedar Grove.	Yes	No
Do you request irrigation to be turned off before and during your event?	Yes	No
CITY PLAZA ONLY: Vehicles are not allowed in City Plaza. Loading and unloading must occur from the streets. Meter bags for unloading and loading <u>only</u> may be obtained from the City by calling (530) 896-7800.		
Will vendors be placed on the perimeter sidewalks? If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico. (530) 879-6900.	Yes	No
Will City street closure(s) be needed? A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.	Yes	No



BPPC Staff Report

Meeting Date: 12/14/2015

DATE: 11/6/2015
 TO: Bidwell Park and Playground Commission (BPPC)
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Application and Permit for Park Use, Walk to End Alzheimer's, 10/8/16

REPORT IN BRIEF:

Applicant, Alzheimer's Association, is requesting a permit to host Walk to End Alzheimer's which is a stroll through Bidwell Park and includes information booths and family friendly activities. They would like permission to set up on Friday, 11/7/16 and have early entrance on Saturday, 10/8/16 at 6:00 A.M. They are also requesting the gate at Woodland and 4th St to remain closed from 8:30 A.M. – 11:00 A.M.

Recommendation: *Conditional approval.*

Event Details

Date of Application	10/21/2015
Date of Event	10/8/2016
Time of Event	8:30 A.M. – 12:00 P.M.
Event Name	Walk to End Alzheimer's
Applicant Name	Jody Cornilsen
Location	Bidwell Park, Oak Grove A & B
Description	Walk, festivities and information booths
New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Years 20
# Participants	1000
Reason for BPPC Consideration?	Exceeds 10 hours in length or is for multiple days.
BPMMP Consideration	

Conditions

Staff recommends the following conditions:

1. Collect \$11.00 for Friday, 10/07/16, reservation fee.
2. Contract with a security company to stand by on Friday night.
3. Continued adherence to all park rules.
4. Gate monitors must be at the entrance and exit for the duration of the event.
5. Continue pre-event communications and inform Park staff if the event coordinators change.
6. The applicant will need to do a final inspection of the race courses at the conclusion of the event and remove all signs and course markings as well as pick up any associated trash.

Attachments: Application and Permit for Park Use

Distribution: Jody Cornilsen



City of Chico

APPLICATION & PERMIT FOR PARK USE

Public Works Department - Park Division

Type of Event:

PUBLIC PRIVATE

SECTION 1 - APPLICANT INFORMATION

Must be 18 or older • No glass containers • Application fee due upon submittal •

THIS RESERVATION IS NOT VALID UNTIL APPROVED BY THE PARK DIVISION.

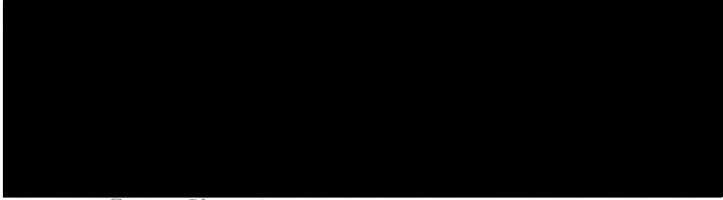
PLEASE PRINT:

Jody Cornilsen
Name of Applicant/Contact Person

Walk to End Alzheimer's
Description of Event: (family BBQ, walk/run, describe below if needed)

Alzheimer's Association
Organization Name (if applicable)

October 8th, 2016
Day and Date of Event:



From: 6 AM To: 1 pm
Total Time Needed for Set-up, Event, and Clean-up

From: 8:30 am To: 12 pm 1,000
Time of Event Only Number of people

E-mail address [REDACTED]

Note: Park gates will not remain closed beyond normal opening time for any event with less than 1,000 people. All races with less than 1,000 people at One Mile must start before 8:30 am. Street closure(s) subject to approval.

Contact Phone # _____ Alternate Phone # _____

AREA REQUESTED: (Please check if requested)

- Bidwell Bowl Amphitheater
- Electricity (15 amp)
- Note: Special conditions apply for amplified sound (12R.08.263 CMC)
- Cedar Grove Picnic Area Meadow
- Electricity (15 amp) 100 amp Electrical Service tables, restroom area (circle) Water (public events only)
- Children's Playground
- Electricity (15 amp)-Pick up key on: _____ Mon - Fri 8:00 - 3:30
- Water (public events only) 100 amp Electrical Service
- City Plaza (Additional fees may apply)
- Electricity (15 amp) 100 amp Electrical Service
- Event Restrooms Water (public events only)
- Fountain - On Fountain - Off
- Meter Bags # _____ Sound Curtain

- Council Ring Fire Permit
- Five Mile Picnic Area
- One Mile Picnic/Barbeque Area - Water available, no hose bib
- Oak Grove A Oak Grove B
- Sycamore Way Parking Lot Closure-Public Events ONLY
- Electricity (15 amp) parking area, restroom area (Pick up key)
- Band Stand (15 amp)
- BBQ-Pick up key on: _____ Mon - Fri 8:00 AM - 3:30 PM
- Depot Park Electricity (15 amp)
- Lower Bidwell Park (public events only): _____
- Upper Bidwell Park (public events only): _____
- Other (specify) (public events only): _____
- Early Entrance Needed (public events only) Yes No

Additional Description of the Event: using standard 5k course map

FOR PARK RANGER ASSISTANCE during the event, CALL 530-897-4900 (Police Department Dispatch)

SECTION 2 - PERMIT FEES

Call Park Office at 896-7800 for availability of park areas and fee schedule 80.020

- Application Fee \$ 19.00 (Non-Refundable)
- Reservation Fee \$ 150.00 (\$11.00 minimum, please call for quote)
- Insurance Fee \$ 40.00 (\$40.00 to process outside insurance)
- Vendor Fee # 20 \$ 120.00 (\$6.00 per vendor)
- Damage Deposit \$ 100.00 (\$100.00 refundable)
- Early Entrance Fee \$ 32.50 (\$32.50/hr, public events only)
- Additional Park Use Fees \$ _____ (see fee schedule)

Additional fees for City Plaza use:

Event Restrooms _____ x (\$95.00) = \$ _____ #days

100 amp Electrical _____ x (\$30.00) = \$ _____ (electrician required) #days

Credit Card and ATM payment as credit will be assessed a \$2.00 convenience fee.

Fee due upon submittal of application ~ Make Checks Payable to: City of Chico ~

Park Fee Total: \$ 461.50

Convenience Fee: \$ 2.00

Total Fee Required: \$ 463.50

City of Chico Cash Receipt No. CR 401962 Payment Method: CC 2636 Date: 10/21/15 Received By: TR

Office Distribution:	Permit File (original)	Park Ranger 1	Senior Park Ranger	Applicant	Email(various)	Park Services Coordinator
	Park Field Supervisor	Park Ranger 2	Landscape Inspector	920 Fund	Risk Management (e-mail)	

SECTION 3

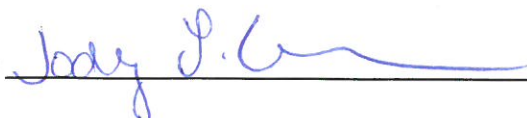
CONDITIONS FOR PARK USE

You Are Responsible for Knowing the Park Rules. Please Observe the Following:

- Alcohol** Alcohol is not permitted in any City Park or Playground.
- BBQ's** Portable BBQ's may only be used next to existing BBQ's in Lower Bidwell Park and Five Mile Recreation Areas.
- Bicycles** Must observe all California vehicular codes including one-way streets. Riders are expected to be courteous and yield to equestrian and pedestrian traffic. Helmets must be worn at all times in Upper Park, except when on pavement. Riders must stay on designated trails. Bicycle riding is not allowed in Caper Acres or on the Sycamore pool deck.
- Bounce Houses** Bounce houses and other similar play equipment are only permitted with a reservation and upon approval by the Park Division. The operators of this equipment must provide proof of insurance. Bounce houses are not allowed in Caper Acres.
- Campfires** No campfires allowed.
- Camping** No overnight camping allowed. Bidwell Park is a "day use park" only.
- Clean up** Permittee is required to completely clean up area at the conclusion of event. Additional garbage bags may be obtained from the General Services Department at time of reservation. (12R.04.180 CMC)
- Damages** Any damage to City property as a result of this event will be repaired at permittee's expense.
- Dogs** Dogs may be off leash from 5:30 AM until 8:30 AM in Lower Park -- All other times **dogs must be on a leash**. Along the north side of Upper Park Road, dogs may be "off leash" anytime. While "off leash," dogs must remain under control via master's voice. **Dogs are not allowed in Caper Acres, One-Mile or Five-Mile swimming areas, or designated swimming holes in Upper Park.**
- Electrical** All power extension cords, sound amplification equipment, and staging to be supplied by permittee. Permittee shall provide "tripping" prevention devices over power cords crossing any pathway.
- Fishing** **Big Chico Creek:** Check California Fish and Game Regulations, <http://www.dfg.ca.gov/regulations/>, Freshwater Sport Fishing, [Alphabetical List of Waters with Special Fishing Regulations](#), (20) Big Chico Creek.
Horseshoe Lake: Age 14 and over - license, catch and release; Under 14 - no license, catch and keep.
- Gate Closures** Upper Park gate at parking area E is closed on Sundays and Mondays and during wet periods. Gates can be closed for approved special events. See www.ci.chico.ca.us/general_services_department/park_division/gate_closing_hours.asp
- Glass** No glass containers allowed in any City Park or Playground.
- Horses** Horses must stay on designated trails. Horses are not allowed in One-Mile or Five-Mile Recreation Areas. Horses must cross the creek at approved crossings. Safe and courteous riding is the Park standard.
- Noise** No loud or unusual noises are allowed, including: radios and headsets that can be heard over 50' away. Music/Amplified Sound at One-Mile Recreation Area, please, face all speakers away from Woodland Ave.
- Park Closures** Lower Park is closed from 12:00 am (midnight) until 5:00 am every day, unless directly and actively proceeding to a destination outside of the park. Upper Park is closed between the hours of 11:00 pm and 60 minutes before sunrise every day, unless posted otherwise.
- Signs/Defacing** Defacing of trees, benches, tables, any park fixtures, open ground, or paved roads/paths with markings, staples, tacks, or signs is prohibited. No pinatas, or accessories shall be affixed to trees. Only barricades, cones, or self standing devices may be used for these purposes.
- Smoking** Smoking is not permitted in any City Park or Playground.
- Swimming** While in the 1-Mile swim area compliance with lifeguards is required for public safety. Pool is open and lifeguards are on duty from Memorial Day through Labor Day.
- Vegetation** No taking, cutting or injury of any vegetation in the Park is allowed.
- Vehicle Traffic**
- While gates are closed, limited use of vehicles to set up for event is permitted. Vehicles must be in compliance with the one-way designation of the roadway, must yield to all other activities (walking, jogging, bicycling, and horseback riding), must travel with flashers on and may not exceed ten (10) miles per hour.
 - Permittee shall provide adequate signs and supervision to avoid conflicts between vehicles, bicycles, equestrians, and general public.
 - Only emergency vehicles will be allowed access through the area of South Park Drive which has been closed to motor vehicles.
 - No vehicles are permitted to travel or park on grass areas.

***I have read and agree to conform to the above rules and conditions:**

Signed: _____



EVENT INFORMATION

Please answer the following questions by circling "Yes" or "No"

Is this an annual event? How many years have you been holding this event? <u>20</u>	Yes	No
Is there a patron admission, entry, or participant fee(s) required for your event?	Yes	No
Will there be amplified sound/music at event? (Please see 'Conditions For Park Use') Specify type (microphone, band, radio, PA system etc): <u>PA System, Live Jazz</u>	Yes	No
When will amplified sound/music be heard? Time from: <u>8:30am</u> until: <u>12pm</u> amps needed (15 or 100) _____ <i>Note: 100 amp electrical service requires a certified electrician to operate.</i>		
Will there be any entertainment apparatus? (Operator to provide proof of insurance) [] Bounce house [] Climbing wall [] Ropes Course [] Other: _____	Yes	No
Name of Operator: _____		
Will there be any vendors at this event? (No glass or alcohol permitted) If "yes" please note the number of vendors anticipated: _____ (submit a, separate, complete list)	Yes	No
Does your event include food concession and/or preparation areas? If yes, please describe how food will be served and/or prepared: <u>Event sponsors - mostly assisted living facilities</u>		
Will event require that any part of the Park remain closed beyond the normal time of opening? <i>Note: Park gates will not remain closed beyond normal opening time for any event with less than 1,000 people. All races with less than 1,000 people at One Mile must start before 8:30am.</i> (Subject to approval by the General Services Department Director and/or Senior Park Ranger.) If "yes" please state which gate(s): <u>Main gate @ woodard + north gate @ 4H</u> Time of closure from: <u>8:30</u> until: <u>11am</u>	Yes	No
Will there be early entrance into the Park for setup? If "yes" when will monitors be at their position(s)? Time from: <u>6am</u> until: <u>11am</u> <i>Note: Gate Monitors are required at the entrances and exits for early Park entrance. An additional fee may be charged for early entrance</i>	Yes	No
Will event require over night camping for security purposes? (authorized for a maximum of two people, 12R.04.340 CMC) If "yes" how many security personnel will be required? <u>1 professional</u>	Yes	No
Portable Restrooms: You are required to provide portable restroom for events with 200+ participants at your event, in the immediate area of the event site which will be available to the public during your event. Restroom Company <u>bunny on the spot</u> Phone Number _____ Location of portable restrooms <u>Succumma way parking lot</u> <i>Note: Restrooms shall be removed within 24 hrs after conclusion of event.</i>	Yes	No
Sanitation and Recycling: As an event organizer, you must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition. <i>For events with 200+ participants, additional trash and recycling cans are required.</i> Number of Trash Cans <u>8</u> Number of Recycling Containers <u>8</u> Sanitation Company <u>Recology?</u> Phone Number _____ <i>Note: Sanitation containers shall be removed within 24 hrs after conclusion of event.</i>	Yes	No
Will your event include the use of any signs, banners or decorations? (Please see 'Conditions For Park Use') If yes, please describe type and location: <u>welcome sign at Succumma Field Entrance / Signs on stage</u> <i>Note: All signs and banners shall be free standing and not affixed to Park property.</i>	Yes	No
Will water be needed during your event? Please provide your own hose and on/off switch. No hose bib is available at One Mile Recreation Area. <i>Note: Please request a water coupler key for City Plaza, Children's Playground, and Cedar Grove.</i>	Yes	No
Do you request irrigation to be turned off before and during your event?	Yes	No
CITY PLAZA ONLY: Vehicles are not allowed in City Plaza. Loading and unloading must occur from the streets. Meter bags for unloading and loading only may be obtained from the City by calling (530) 896-7800.		
Will vendors be placed on the perimeter sidewalks? If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.	Yes	No
Will City street closure(s) be needed? A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.	Yes	No

SECTION 4 – INSURANCE

(to be determined by Park Office)

INSURANCE REQUIREMENTS ARE APPLICABLE TO:

Insurance Required

Not Required

- (1) All Public Events per Title 12R.08.240, and/or
- (2) All Events Public or Private where:
 - (a) Amplified sound is used, or
 - (b) The number of people participating amount to 100 or more.

For Insurance questions for your event, please contact the Risk Management office at 530-879-7910, by fax at 530-895-4733, or email at riskmanagement@chicoca.gov

If insurance is required, Certificate of Insurance, meeting City standards must be received by: Sept 23, 2016

Organization Named on Certificate of Insurance _____

Permittee shall supply, at least two (2) weeks in advance of the scheduled event, a Certificate of Insurance issued by a company licensed to do business in California with a Best's Insurance Guide rating of "B" or better ("A" rated if Company is unlicensed) which provides evidence of comprehensive and general liability coverage in the amount of \$1,000,000 combined single limit, with policy endorsements as follows:

- (1) Identification of permit applicant, identification of event, date of event.

NOTE: NUMBERS 2 AND 3 MUST BE SEPARATE ENDORSEMENTS:

- (2) The City of Chico, its officers, boards and commissions, and members thereof, its employees and agents are covered as additional insureds as respects to any liability arising out of the activities of the named insured.
- (3) The insurance coverages afforded by this policy shall be primary insurance as respects to the City of Chico, its officers, employees, or agents. Any insurance or self-insurance maintained by the City of Chico, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to it.
- (4) An unqualified statement that "The insurer will provide the City at least ten (10) days prior notice of cancellation or material change in coverage", standard Certificate of Insurance cancellation language is not acceptable

Please Note: Your reservation may be cancelled if the insurance is not approved at least two weeks prior to the scheduled event

SECTION 5 - ACCEPTANCE OF CONDITIONS

In signing this Permit, I agree to indemnify and hold the City of Chico and/or the Bidwell Park and Playground Commission free and clear of all claims of damage for injury to persons or property occurring in, upon or about Bidwell Park, and arising from my use of the park as noted above, and to defend any action against the City of Chico resulting from any such claim, without cost to the City.

*I certify that I have read this application thoroughly, followed any and all instructions, understand its contents, will comply with the attached "Conditions for Park Use", will adhere to any additional conditions set forth by this permit, and supplied true and correct information herein to the best of my knowledge and belief.

X Josy J. C...
Signature of Applicant

X 10/20/15
Date

RETURN THIS FORM TO:

City of Chico - Park Division
411 Main St., 3rd Floor
Chico, CA 95928

FAX 530-895-4825 or email to Parkinfo@chicoca.gov
THIS RESERVATION IS NOT VALID UNTIL APPROVED BY THE PARK DIVISION.
A copy of the approved application will be returned to you.

SECTION 6 – GENERAL SERVICES DIRECTOR AUTHORIZATION

I certify that I have carefully reviewed this application pursuant to Title 12 and 12R of the Chico Municipal Code and hereby recommend that this permit be:

- Approved.
- Approved subject to listed additional condition(s) _____

- Denied by the General Services Director. Reason: _____
- Application fee waived (12R.08.100 CMC). Reason: _____
- Reservation fee waived (12R.08.250 CMC). Reason: _____
- Vendor fee waived (12R.08.250 CMC). Reason: _____
- Insurance fee waived (12R.08.240 CMC). Reason: _____
- Damage deposit fee waived (12R.08.260 CMC). Reason: _____
- Application approved by the Bidwell Park & Playground Commission. Date: _____
- Application denied by the Bidwell Park & Playground Commission. Reason: _____

Date: _____

CITY OF CHICO
FINANCE OFFICE / 879-7320

.....
CITY OF CHICO GENERAL
411 MAIN ST 3RD FLOOR
CHICO, CA 95928
530-879-7300

Terminal Number: 2K826017
10/21/2015 08:34:47

Credit Sale:

Name: ALZHEIMERS ASSOCIATION
ID:
Reference Date: 10/21/15

Receipt #: CR401962
Date: 10/21/15 Time: 08:51:42

Transaction #: 1
Card Type: MasterCard
Account: ****2636
Entry: Swiped
Amount: \$461.50
Convenience Fee: \$2.00

Total: \$463.50

Ref. Number: 18062779
Auth. Code: 083254
Response: Approved

I AGREE TO PAY ABOVE TOTAL
AMOUNT ACCORDING TO CARD ISSUER
AGREEMENT (MERCHANT AGREEMENT
IF CREDIT VOUCHER)

x. *Jody L. Cornilsen*
CORNILSEN/JODY

MERCHANT COPY

=====

002-000-42699	10/8 1 MILE	CC 2636		
	PARK-ADMN	Other Service Char	19.00	
002-000-42501	10/8 1 MILE	CC 2636		
	PARK-ADMN	Park Use Fees	150.00	
900-000-42699	10/8 1 MILE	CC 2636		
	GENERAL LIAB INS R	Other Service Char	40.00	
002-000-42501	10/8 1 MILE	CC 2636		
	PARK-ADMN	Park Use Fees	120.00	
920-000-21100	10/8 1 MILE	CC 2636		
	REVOLVING-ADMN	CUSTOMER DEPOSITS	100.00	
002-000-42501	10/8 1 MILE	CC 2636		
	PARK-ADMN	Park Use Fees	32.50	
002-000-44506	CONV FEE	CC 2636		
	PARK-ADMN	Credit Card Fees	2.00	

Total Receipt Amount: 463.50

Prepared By: GFC

Batch Id: CRPK021A



TO: **Commissioners**

FROM: **Mark Orme, City Manager**

RE: **Review, Consideration, and Approval of New Lease Agreement and Loan Amendment with the Chico Creek Nature Center**

REPORT IN BRIEF:

The Chico Creek Nature Center (CCNC) is in default with its loan agreement. After renegotiation with the CCNC, the City and CCNC mutually agree to enter into a new lease agreement that preserves the CCNC's loan obligation and provides significant enhancements that protects the City's interests. Further, changes to the CCNC lease agreement and loan amendment will tie the two agreements together and result in any future loan default also becoming a lease agreement default which is currently not the case with the existing lease and loan agreements.

Recommendation: The City Manager recommends that the Bidwell Park and Playground Commission approve the Restated Ground and Property Lease By and Between The City of Chico and the Chico Creek Nature Center, Inc. and recommend the City Council approve the restated agreement.

FISCAL IMPACT:

The "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility Chico Creek Nature Center, Inc." establishes quarterly loan payments, in the amount of \$3,397.43, due on the 15th of January, April, July, and October. The original loan amount was \$185,000 and the total annual loan payment is \$13,589.72. Loan payments not received within 15 days of the due date are to bear a penalty of additional interest at a rate of one-half percent (0.5%) per month which has been waived for the majority of the deferred payments. The CCNC is currently in default, and the City has not received any loan payments for 2014 and 2015.

The new agreement would set the loan to the principal amount remaining, \$181,026.95, to be an obligation of the CCNC. Retroactively effective to July 1, 2015, the CCNC would begin making increasing quarterly loan payments starting at \$2,400/year in years 1,2; \$3,200/year in years 3,4; and \$4,000 in year 5.

BACKGROUND:

The Chico Creek Nature Center (CCNC) leases property, including two City owned buildings, in Bidwell Park along East Eighth Street between Cedar Grove Picnic Area and the Deer Pen. As consideration for such use, and in lieu of the payment of rent, the CCNC operates a nature museum and conducts educational classes and programs on nature and the environment for the benefit of the public. The lease was executed July 1, 1996, amended on July 21, 2005, and terminates December 31, 2027.

One of the City owned buildings, the administration building, was destroyed by an arson fire in April 1998. By City Council motion on November 10, 2005, the City Council approved a request from the CCNC for a loan in the amount of \$185,000, bearing an interest rate of 5.24 percent per annum, to cover the balance of increased construction costs for the new exhibit and classroom facilities within the new building that were not covered by grant funds, insurance proceeds, or existing donations. It was the intention of the CCNC to conduct fundraising activities to generate funds to make the loan payments and, in the event fund raising activities failed to generate sufficient funds, the CCNC had agreed to use interest generated from its Paradise Community Foundation endowment (endowment subsequently moved to the North Valley Community Foundation) as security for the loan to make the loan payments. Upon completion of construction, the first loan payment was made July 15, 2008.

After making four quarterly payments, the CCNC requested a deferral of loan payments for three years due to unanticipated costs associated with the completion of the new facility which required the CCNC to shift operating funds to capital expenses and to use the interest generated from its Paradise Community Foundation endowment for operating expenses, making the endowment funds that had been identified as security for the loan unavailable. The Finance Committee recommended deferral of the loan payments that were due July 15, 2009, through April 15, 2010, with associated penalties, and the deferral of the loan payments due July 15, 2010, through April 15, 2011, without penalty, but recommended that deferral of the third year of payments be considered following staff analysis of a business plan to be submitted by the CCNC. Subsequently Council authorized the City Manager to execute Amendment No. 1 to the agreement subject to these conditions.

The Finance Committee recommended the third year of deferred loan payments (July 15, 2011, through April 15, 2012), without penalty, based on staff review of the CCNC's business plan which showed they were making progress toward financial stability and could potentially be in a position to resume quarterly loan payments in fiscal year 2012-13. Council approved the recommendation at which time Councilmember Holcombe suggested staff review the loan's interest rate relative to the City's actual rate of return on investment and that Council consider a future discussion regarding forgiveness of the loan. Council authorized the City Manager to execute Amendment No. 2 to the agreement subject to these conditions.

In 2012 the Finance Committee considered the CCNC's request for an additional three years of deferred loan payments (July 15, 2012 through April 15, 2015). In addition, as requested by Councilmember Holcombe, staff reviewed the City's actual rate of return on investment and recommended that the interest rate be adjusted from 5.24 percent per annum to 1.80 percent per annum to more accurately reflect the City's actual rate of return on investment. The Finance Committee recommended to Council that only a two year deferral be granted, through April 15, 2014, and that the interest rate be adjusted to 1.80 percent per annum retroactive to the payment due July 15, 2009. Council authorized the City Manager to execute Amendment No. 3 to the agreement subject to these conditions.

By letter dated April 2, 2014, the CCNC requested an additional two year deferral of loan payments, from July 15, 2014 through April 15, 2016.

When the Finance Committee considered this request, the Finance Committee was split in the potential action with one option being forgiving the loan and the other being not to forgive the loan. The request was forwarded to the City Council without a Committee recommendation.

At its May 20, 2014 meeting, Council authorized staff to prepare Amendment No. 4 to the agreement that would: (1) reset the accumulated interest and penalties owed for the period beginning July 15, 2009, through April 15, 2014, to zero (\$0) so that only the current principal balance of \$181,026.95 was owed; (2) adjust the interest rate from 1.80 percent per annum to 3.42 percent per annum from July 15, 2014

forward; and (3) establish interest only payments for one year beginning with the payment due July 15, 2014. Staff prepared Amendment No. 4; however, the CCNC did not agree with these terms and did not sign the amendment.

In March 2015, to minimize the impact on the City, the City Council approved the use of one-time, General Fund, carry over funds from 2013-14 to move the debt obligation from Fund 347 - Zone I Neighborhood Parks Fund to the General Fund. This still resulted in an accounts receivable; however, if the City ever forgave the loan, the City would not have to identify funds to cover the loan obligation in the neighborhood parks fund. City staff does not recommend forgiving the principal loan amount.

The City began meeting with the CCNC to attempt to resolve the loan default by negotiating a new lease and loan agreement. The City met through the summer and fall to finalize a draft agreement for the City Council and Bidwell Park and Playground Commissions' consideration. This agreement will serve as a template for future City Property agreements and is in compliance with the City's new City Property Lease policy. Further, the City also drafted an amendment to the loan agreement to align with the new lease agreement.

DISCUSSION:

The City and Chico Creek Nature Center (CCNC) agree that there is an interest in preserving the relationship between the City and the CCNC. Additionally, the CCNC desires to make good on their commitments to the City. As such, the City and CCNC agreed to a restated lease agreement that includes significant protections for the City as well as continues the loan obligation for the CCNC.

CCNC agrees to start making quarterly loan payments to the City

The CCNC agrees to start making payments toward the loan in a progressively increasing amount. The City agrees to reset the loan to the principal amount of about \$181,000. In considering that the loan to the CCNC reflected improvements that the CCNC made to the City's building, the City agrees to temporarily reduce the interest rate on the loan to zero for the five-year lease period. On July 1, 2020, the interest rate reverts to 5.24%. The progressive quarterly payment amounts reflect the City's desire to allow the CCNC to grow into reasonable and fair payments for the property.

CCNC gives the City the ability to terminate the lease early

The existing loan and lease agreements do not consider a loan breach as a condition that would allow the City to terminate the lease agreement. Thus, the CCNC has rightful possession and enjoyment of the property until 2027 and can only be removed by a violation of the lease agreement. Any agreement that identifies a violation of the loan as a violation of the lease agreement would give the City significant ability to take the property back for non-performance, if not cured in 10 days.

The new agreement makes a default of the loan agreement a default in the lease agreement. Additionally, the new agreement has a 90-day termination provision which allows either party to terminate without any significant delay. Both these provisions significantly enhance the City's strength in the new lease.

CCNC can leverage other entities to provide high quality services

The new lease allows the CCNC to contract with another entity to provide operations as well as to sublease to an entity such as the Chico Area Recreation District (CARD). In either case, the sublease must be approved by the City and must comply with the overall lease agreement. It appears that the

CCNC is working with CARD to develop a partnership that will enhance the services provided by the CCNC as well as provide the strength of CARD to the other obligations of the lease, such as maintenance and insurance requirements. There are a number of terms that add protections to the City including performance reporting, requirement for strategic planning, and annual building assessment.

Other alternatives are limited given restrictions on the property

In evaluating the leased property currently operated by the Chico Creek Nature Center (CCNC), the value of the land must be a consideration. According to a local commercial real estate broker, the value of any property is based on its commercial and revenue generation ability.

As a property restricted by being part of Bidwell Park, there are limited commercial options for the property. Viable options may include other non-profit or service entities, as well as private service providers. It is estimated that the property’s rental capacity may be about \$1,000 to \$1,500 per month.

Currently, the CCNC is a presence in a city building that would otherwise not have an immediate tenant. This has resulted in the CCNC covering utility expenses as well as conducting basic maintenance of the facilities. Additionally, the City received a state grant of \$200,000 to assist in the construction costs of the facilities which came with a 20 year restriction. The restriction requires the City to continue to operate a public type museum. With this added restriction, the property’s rental capacity is further reduced.

The CCNC agreed to a number of additional provisions proposed by the City in order to enhance City monitoring as well as provide the CCNC with a more long-term focus instead of what appears to be a day-to-day operation. The benefit to the City is the ability to better understand the CCNC’s capacity to operate the facility, generate sufficient revenue for City payments, support Chico residents with activities, and maximize the time needed for the City to take remedial action.

The following exhibit highlights the key provisions of the loan and lease agreements:

Exhibit 1 Key Terms of Loan and Lease Agreements

Term	Proposal
Agreements	<p>Two agreements will be retained</p> <ul style="list-style-type: none"> ○ Loan Agreement for the Construction of New Exhibit and Classroom Facility, and ○ Lease Agreement for CCNC in Bidwell Park. <p>Both agreements will be updated and revised to comport to the provisions below.</p>
<u>Loan Agreement</u>	
Loan Principal	To reflect the actual principal loan amount carried by the City’s General Fund, the City will reset the principal loan to \$181,026.95, the amount listed as a General Fund obligation;
Loan Interest	To reflect the diminishing value of the initial building investment, the City will temporarily reset the loan interest to 0% for the first five years of the lease agreement; and
Payments	<p>To ensure CCNC’s participation for the beneficial use of the building, the CCNC will make the following principal payments to the City quarterly:</p> <ul style="list-style-type: none"> ○ 2015-16 – \$600/quarterly; ○ 2016-17 – \$600/quarterly; ○ 2017-18 – \$800/quarterly; ○ 2018-19 – \$800/quarterly; and ○ 2019-20 – \$1,000/quarterly.

Term	Proposal
Lease Agreement	
Lease Termination	CCNC or City may terminate the agreement with 90 days written notice;
Term	5 Years with three one-year extensions. Extension requires the CCNC to request the extension and for the City to approve the extension;
Financial Reporting	CCNC will provide the City detailed financial records of revenue, expenses, and account balances for the CCNC and all its accounts;
Performance Reporting	CCNC will provide the City detailed performance reports on participants, visitors, etc. of operational activities of the CCNC in the form and detail requested by the City;
Strategic Planning	CCNC will prepare and maintain an up-to-date strategic plan (3-5 year) that addresses CCNC operations, finances, and future plans;
Exception Reporting	CCNC will report to the City any instance that has a material impact on finances, operations, or the ability for the CCNC to continue as a going concern;
Meeting Notification	CCNC will provide the City with notices of CCNC Board meetings;
Other Notification	CCNC will provide City notices of changes in the Executive Director or Board members;
Re-opener	City and CCNC would allow for non-binding renegotiation of the agreement terms if either party finds an entrepreneurial opportunity that would impact the leased facility operations;
Maintenance	Similar to previous lease; however, the City will provide road base as requested by the CCNC to allow for parking lot repair at no charge;
Subleasing	City must approve any sublease and any sublease must comply with the overall lease agreement;
Administrative Changes	Cleanup of lease language to reflect change in City liability and insurance language; and
Default Provisions	Default of loan payments, if not cured within 10 days after written notice, would result in breach of the Loan and Lease Agreement and result in immediately payment of remaining principal loan balance.

The CCNC is currently discussing options with CARD to establish a partnership that may lead to future programming, joint use, and potentially, additional future revenue opportunities for the City. CARD is considering entering into an agreement with the CCNC to take over aspects of operations and use of the City building. This is a positive and welcome development. It appears that CARD will consider this direction at their next meeting scheduled for the same week as the City Council meeting of December 15, 2015.

This item will be before the Bidwell Park and Playground Commission on December 14, 2015 and the City Council on December 15, 2015.

CONCLUSION:

City staff believe the final agreement provides significant improvements to protect the City’s interests as well and resolves the current default of the CCNC loan agreement. The City will continue to see revenue while ensuring operations continue at the CCNC. With the potential partnership with CARD, the future for public services and the City’s facilities seem brighter. Thus, the City Manager recommends approving the lease agreement and forwarding to the City Council with a recommendation to approve the agreement.

ATTACHMENTS:

- Exhibit A – Restated Ground and Property Lease by and Between the City of Chico and the Chico Creek Nature Center, Inc.
- Exhibit B – Loan Amendment No. 4
- Exhibit C – City Council Agenda Item 4.4 (5/20/2014)
- Exhibit D – City Council Agenda Item 4.2 (6/2/2015)

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO AND THE CHICO CREEK NATURE CENTER, INC.

This Ground and Property Lease (“Lease”, “Agreement”, or “Lease Agreement”) is entered into on this th day of December 2015, by and between the City of Chico, a municipal corporation of the State of California (“City”), acting by and through the Bidwell Park and Playground Commission, and the Chico Creek Nature Center, Inc., a nonprofit corporation of the State of California (“Lessee”). The City and the Lessee hereinafter may also be referred to individually as “Party” and collectively as the “Parties.”

RECITALS

This Lease is made and entered into with respect to the following facts, which are expressly incorporated into this Agreement herein by this reference:

WHEREAS, the City is the owner of that certain real property, which consists of all the real property in Bidwell Park along East Eighth Street between the Cedar Grove Picnic Area and the deer pen, as delineated on the plat attached in Exhibit A (the “Leased Property”); and

WHEREAS, on July 1, 1996, the City entered into a lease agreement with Lessee to allow for the latter’s use of the Leased Property for the operation of a nature museum (hereinafter the “Chico Creek Nature Center” or “Nature Center”), programs on nature and the environment, and other recreational opportunities on the Leased Property for the benefit of all members of the general public desiring to visit such nature museum and/or participate in such educational classes and programs; and

WHEREAS, on December 2, 2003, the City Council allocated \$200,000 in grant funds from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002 (Proposition 40) (the “Grant”) to provide financial assistance to Lessee to construct additional facilities at the Chico Creek Nature Center and to replace a building that was destroyed by fire; and

WHEREAS, on July 21, 2005, the City and Lessee amended the Lease Agreement to extend the term to meet the Grant funding requirements; and

WHEREAS, on November 10, 2005, the City entered into a Loan Agreement with Lessee in an amount not to exceed \$185,000 to fund the Construction of a New Exhibit and Classroom Facility at the Nature Center;

WHEREAS, the terms and conditions of the Loan Agreement have been amended by the Parties from time to time, most recently by Amendment No. 4 to the Loan Agreement (“Amendment No. 4”), dated November __, 2015, which requires Lessee to make certain principal and interest payments to City in satisfaction of the Loan Agreement, as such payments are set forth in the Amended Amortization Schedule No. 4 as Exhibit A to Amendment No. 4;

WHEREAS, the services provided by Lessee complement the community facilities goals provided in the June 2008 Final Bidwell Park Master Management Plan Update; and

WHEREAS, the Parties desire to amend and fully restate their respective obligations under the Lease Agreement to address the Parties' respective rights and obligations with respect to the Leased Property and operation of the Nature Center;

WHEREAS, the City finds declares that the activities and services of the Lessee at the Leased Property provides a public benefit to residents of the City of Chico which is not currently being offered by the City, will protect City assets, and ensure the viability of the Chico Creek Nature Center; and

WHEREAS, this Lease agreement shall supersede all prior lease agreements between the Parties with respect to the Leased Property.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements made on the part of each Party, as hereinafter set forth, the sufficiency of which consideration is hereby acknowledged by each Party, the Parties agree upon the following terms and conditions:

1. LEASED PREMISES.

Lessee hereby leases from the City the Leased Property defined as all the real property in Bidwell Park along East Eighth Street between the Cedar Grove Picnic Area and the deer pen as delineated on the plat attached in Exhibit A.

2. TERM.

A. The term of this Lease shall be deemed to have commenced on July 1, 2015, and terminate on June 30, 2020. Lessee shall have the option to request extensions of the term of this Lease for three (3) additional one (1) year periods, subject to the City's sole discretion and written approval.

B. Lessee shall provide City a written notice of request for Lease extension no later than ninety (90) days prior to the expiration of the initial or any extended term of this Lease. Nothing in this Lease shall imply or infer an obligation for an extension to the Lessee, and the City retains sole discretion to grant or deny the Lessee's extension request.

C. The City agrees to provide the Lessee with first right to renegotiate the lease prior the termination of the Lease and/or successive extensions. If renegotiations fail to achieve a mutually satisfactory new Lease Agreement by the termination date, this Lease Agreement shall terminate as previously specified.

3. USE OF PREMISES.

A. Lessee shall use the premises in accordance to that which is provided for in Exhibit B of this Lease. The City does not warrant or represent that the Leased Property is safe, helpful, or suitable for the purposes for which they are permitted to be used under the terms of this Agreement.

B. Lessee acknowledges and agrees that the Leased Property includes only the physical

space as delineated in Exhibit A, and does not include any furniture, telephonic or computer equipment, or any other equipment, supplies or moveable items.

C. Lessee shall at all times observe and comply with all laws, ordinances, codes and regulations, which pertain to or apply to the use of the Leased Property, now or subsequently imposed whether federal, state or local. This includes compliance with any requirement, such as and not limited to, requiring a City business license, use permit, etc.

D. If the Leased Property ceases to be used for the purposes set forth in this paragraph or allowed under Exhibit B, this Lease shall automatically terminate.

4. COMPENSATION.

As compensation for the Leased Property, Lessee agrees to pay to City compensation as outlined within Exhibit C. Payment shall be made to the City in lawful money of the United States of America and shall be payable at City's Finance Office, 411 Main Street, Chico, California 95928 (P.O. Box 3420, Chico, California 95927-3420).

5. UTILITY COSTS.

A. Lessee shall be responsible for all "Utility Costs," as defined in Exhibit D, in connection with the Leased Property, and shall make appropriate payments to maintain continuous provision of utilities listed.

B. In the case where the accounts related to the above Utility Costs reside in the City's name prior to Lessee's tenancy, the City shall provide an invoice to Lessee on a monthly basis for Lessee's portion of utility service costs. Such utility service costs shall be payable within thirty (30) days of receipt at City's Finance Office, 411 Main Street, Chico, California 95928 (P.O. Box 3420, Chico, California 95927-3420). In any other case, the Lessee shall place the account in their name and make timely payments.

6. OPERATING COSTS.

A. Lessee shall pay all "Operating Costs" defined, but not limited to, those provided within Exhibit D, in connection with use of the Leased Property.

B. Lessee shall make timely payments necessary for any and all operating costs incurred by use of the Leased Property. Specifically, Lessee shall not allow any obligations required under federal, state, or local law or regulation to fall into a delinquent status. These obligations include, but are not limited to, federal and state taxes, employee compensation, workers compensation insurance, licensing and permit fees, and federal, state or local fees and assessments.

C. Lessee shall not perform or cause to be performed any repairs or maintenance that are beyond the scope of the defined Operating Costs except with the City's written consent. Any cost incurred or caused to be incurred by Lessee without the City's written consent shall be the sole and absolute responsibility of the Lessee.

7. REPAIRS, MAINTENANCE, AND ALTERATIONS.

A. Lessee shall have exclusive use and possession of the Leased Property and shall bear all costs and responsibility for, repair, and maintenance of the Leased Property. Lessee shall maintain the Leased Property in a clean, safe, sanitary, and useable condition at all times. Lessee shall also adhere to the requirements of Exhibit E in regards to repairs and maintenance.

B. If Lessee fails to maintain the Leased Property in a clean, safe, sanitary, and usable condition for a period of fifteen (15) or more calendar days after being given written notice from City of Lessee's failure to so maintain the Leased Property, City or City's agents may enter the Leased Property upon 24 hours' notice to clean, repair or otherwise maintain the Leased Property. Lessee shall be liable to City for the full costs of such cleaning, repair or maintenance and failure to pay such costs within thirty (30) days of written request shall be considered a breach of this Lease.

C. Lessee agrees to serve City with an advance written notice of any repair, alteration, or addition to the Leased Property, including any of the improvements now or hereafter located on the Leased Property, that are estimated to cost in excess of \$2,500, at least ten (10) days in advance of the commencement of work upon such repair, alteration, or addition. Lessee will not make any alteration or addition to the Leased Property, outside of the requirements of this Agreement, without express prior written authorization by the City. Authorization shall not convey any interest in the Leased Property, nor any obligations to the Lessee for any work or improvement made upon the Leased Property.

D. Lessee agrees to indemnify and hold the City and the Leased Property free and harmless from any and all liabilities, claims, liens, encumbrances and judgments created or suffered in connection with labor, services or materials furnished in connection with any alterations, repairs or additions which Lessee causes to be made to the Leased Property.

E. In the case of an emergency repair, defined as any repair which requires immediately resolution to avoid damage due to fire, water, or which is required to resolve a significant health and safety condition, simultaneous notification of the City will satisfy noticing requirements.

F. Any improvements made to the Leased Property, structures contained within, or property appurtenant to the Leased Property will become the property of the City at no cost to the City unless the City and Lessee enter into a written agreement indicating otherwise. In the case an improvement is made and does not become property of the City, the Lessee shall, at their own cost and effort, restore the Leased Property to the original condition received.

G. If the Lessee fails to remove the improvement and the City chooses to not retain it, the City may, after written notification for the Lessee to perform, remove the improvement and restore the property to its original condition. Thereafter, the City may assess the Lessee the cost for the City's performance in removing the improvement and restoring the property to its original condition.

8. TAXES AND ASSESSMENTS.

During the initial and any extended term of this Agreement, Lessee shall pay all taxes of every description which during the term of this Agreement may be levied upon or assessed against the Leased Property, any interest therein and other property thereon belonging to the City or Lessee, or possessor interest pertaining thereto. Lessee acknowledges that any possessory property interest arising by entering into this Agreement may be subject to property taxation and that the Lessee shall pay any and all property taxes levied on such interest. Lessee agrees to protect and hold harmless the City and the Leased Property and all interest therein and improvements thereof from any and all such taxes and assessments, including any interest, penalties and other expenses to enforce payment thereof. The preceding sentence shall survive expiration or termination of this Agreement. Notwithstanding the foregoing, the City hereby acknowledges that, as of the date of this Agreement, no property taxes or possessory interest taxes are being assessed against the Leased Property.

9. LIENS.

During the initial and any extended term of this lease, Lessee shall keep the Leased Property and every part thereof free and clear of all mechanics' liens, materialmen's liens, and other liens for any work or labor done, services performed, or materials and appliances used or furnished for or in connection with any operation of Lessee, any repair, alteration, or addition which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the Leased Property. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any such liens may or could be based, and shall indemnify City against all such liens, claims of liens, and suits or other procedures pertaining thereto.

10. FINANCIAL AND PERFORMANCE REPORTING.

Lessee shall provide City with the financial and performance information required within Exhibit F. Lessee shall provide the information on the schedule defined within Exhibit F and in the form and detail approved by the City.

11. INDEMNIFICATION.

A. To the fullest extent permitted by law, during the initial and any extended term of this Lease, Lessee shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Lessee, its officials, officers, employees, sublessees, consultants or agents in connection with Lessee's use of City premises under this Lease including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Lessee shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

B. Lessee's responsibility for such defense and indemnity obligations shall survive

the termination or completion of this Lease for the full period of time allowed by law.

C. The defense and indemnification obligations of this Lease are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Lease. Lessee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers.

12. GENERAL LIABILITY INSURANCE.

A. Lessee shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$2,000,000 per occurrence, and \$4,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

B. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

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

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

E. The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 10 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

F. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

G. All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

H. Lessee shall agree to waive all rights of subrogation against the City for losses arising from activities performed by the Lessee or its contractors, subcontractors, or sublessee(s) for the City under this Lease.

13. SEXUAL MISCONDUCT INSURANCE.

In addition to the general liability insurance required under this agreement, Lessee shall obtain and maintain sexual misconduct and/or physical abuse liability coverage in the amount of \$1,000,000 per occurrence subject to the same company rating requirements ("A" if not California admitted; "B" if admitted in California) and maximum \$5,000 policy deductible as required for the general liability insurance coverage. Such coverage shall be evidenced by a certificate of insurance with the same policy endorsements required for the general liability insurance.

14. FIRE AND EXTENDED HAZARDS INSURANCE.

A. Type and Amount of Insurance

(1) At all times during the initial and any extended term of this lease, Lessee shall, at its sole cost and expense, maintain in full force and effect fire insurance obtained from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, insuring all of the improvements located on the Leased Property and facilities appurtenant thereto against fire, extended coverage hazards, vandalism, and malicious mischief. All such insurance shall be in the form or forms approved by the City's Risk Manager, shall insure all improvements located on the Leased Property and facilities appurtenant thereto in an amount equal to 100% of the full replacement value thereof, and shall provide that the insurer shall give City at least 30 days' prior notice of cancellation or material change in coverage.

(2) Upon execution of this lease, a copy of the insurance policy or policies required herein or, in lieu thereof, the face page of such policy or policies and any endorsements which limit or otherwise affect the coverage provided shall be delivered by Lessee to the Risk Manager of City for approval as to form and sufficiency. When such insurance policy or policies

has been so approved, Lessee may substitute for same a certificate of insurance issued by the respective insurance company or companies certifying that such insurance policy or policies is in full force and effect and all improvements located on the Leased Property and facilities appurtenant thereto are insured in the amount required herein.

(3) In the event any dispute over whether the amount of such insurance complies with the requirements of this section cannot be resolved by agreement, City's Risk Manager may request the carrier of the insurance then in force to determine the full replacement value of the buildings, improvements, and facilities located on the Leased Property and the resulting determination shall be conclusive between the parties for purposes of this section.

B. Disposition of Insurance Proceeds

(1) If the improvements located on the Leased Property or any facilities appurtenant thereto are damaged or destroyed from a risk covered by the insurance policy required by this section, all of the proceeds of such insurance shall be paid to Mid Valley Title Company, as trustee, or to such other responsible corporate trustee as may be designated by City's Risk Manager, to be held in trust for the purpose of repairing or restoring such damaged or destroyed improvements or facilities. If, following such damage or destruction, Lessee promptly commences such repair or restoration work and thereafter prosecutes the same with reasonable dispatch, the insurance proceeds deposited with the trustee shall be paid, in installments, to the Lessee retained by Lessee to perform the repair or restoration work as such work progresses, such payments to be made upon presentation of a certificate or voucher from any responsible architect or engineer having supervision of the repair or restoration work showing the amount due. Upon adoption of a plan of repair or restoration that will require expenditures of an amount in excess of the insurance proceeds held by the trustee, the trustee may withhold such payments until such time as it is made to appear to the trustee's satisfaction that the amount necessary to provide for such repair or restoration, according to the plan adopted, in excess of the insurance proceeds held by the trustee, has been provided for and its application under such purposes assured. Any portion of the insurance proceeds remaining in the hands of the trustee after completion of such repair or restoration work shall be paid to Lessee.

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

15. HAZARDOUS MATERIALS.

A. Definition. As used in this Agreement, the term "Hazardous Material" shall mean any substance, water, or material which has been determined by any federal, state, or local

government authority to be capable of posing a risk of injury to health, safety, and property, including but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

B. Prohibited Without Consent. Lessee shall not cause or permit any Hazardous Materials to be brought onto, stored, used, generated, recycled, or disposed of in, on, under or about the Leased Property by Lessee, its agents, employees, contractors, licensees, sublessees or invitees, without the prior written consent of City, which City shall not unreasonably withhold or delay so long as Lessee demonstrates to City's reasonable satisfaction that the Hazardous Materials, and the quantities thereof, are necessary or useful to Lessee's business. Lessee shall demonstrate that such Hazardous Materials are necessary or useful by submitting information to City in accordance with this paragraph. Notwithstanding the foregoing, Lessee shall have the right to bring onto, store, use and handle on the Leased Property (i) minor quantities of generally available Hazardous Materials used for routine cleaning and maintenance of the Leased Property and other operational aspects of its business, and (ii) products containing Hazardous Materials that are used by or in motor vehicles provided that the same are at all times stored, used, handled and disposed of in compliance with all Environmental Laws, and (iii) products commonly used in Lessee's business.

C. Indemnity. Lessee shall be solely responsible for and shall indemnify, hold harmless and defend City, its officers, employees and agents (with counsel approved by City) from and against any and all liabilities arising from or in any way relating to the use of Hazardous Materials on the Leased Property, or the presence of Hazardous Materials in or originating from the soil, subsoil, or groundwater located in, on or under the Leased Property, provided that the liabilities are or are reasonably likely to be a result of or related to the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Materials in, on, under or about the Leased Property at any time after the date of this Agreement but not before the date of Lessee's first possession of the Leased Property, and provided that the Liabilities are or were, caused by Lessee or its agents, employees, contractors, licensees, sublessees or invitees. The indemnification by Lessee under this Section shall survive the termination of this Agreement.

D. Timing for Clean-up/Emergencies. In the event contamination of the Leased Property, Lessee agrees and warrants and guarantees to City that Lessee shall remediate such contamination, at no cost to City, upon discovery of such contamination. If Lessee fails to initiate clean-up of the contamination (i) within 48 hours after discovery, or (ii) if the contamination poses an imminent hazard to Lessee's employees, agents, invitees, the public, the Leased Property, adjacent or other property and/or the environment, within 24 hours of the earlier of discovery of such hazard by Lessee or notice of each contamination to City by any person in or in any manner whatsoever, City shall obtain cleanup of the contamination remediation costs. In the event Lessee fails to begin cleanup of the contamination within the time period set forth above considering the extent of the contamination and the hazard posed, City may, at City's sole option, declare the Lessee in default under this Agreement.

E. Notice. If at any time during the term of this Agreement, Hazardous Materials are discovered by either party to be on the Leased Property, said party shall immediately notify the other party in writing of such occurrence. City and Lessee each further agree to promptly notify the

other of any communication received from any governmental entity concerning Hazardous Materials or the violation of any law or regulation that related to such substances.

16. ASSIGNMENT AND COMPENSATIONING.

A. Lessee shall not voluntarily, or by operation of law, assign, sublet, transfer, mortgage, or otherwise transfer or encumber all or any part of Lessee's interest in this Agreement or in the Leased Property, or compensation said Leased Property or any part thereof, without the prior written consent of the City. Any attempted assignment, transfer, sublease, encumbering or renting without such consent shall be void and constitute a breach of this Agreement. In the event a receiver, trustee or conservator is appointed to take possession of the assets of Lessee, or the possession of the Leased Property, or a general assignment is made by Lessee for the benefit of creditors, or any action is taken by or against Lessee under any insolvency law or bankruptcy act, the City, at its option, may forthwith terminate this Agreement.

B. Any consent by the City to the assignment or other transfer of rights hereunder by the Lessee shall not release the Lessee from any obligations under this Agreement, and the City's consent, unless expressly provided therein, shall not include consent to any subsequent assignment or transfer by the Lessee or the Lessee's heirs, successors or assigns. Additionally, all the terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the lawful successors and assigns of the Parties hereto.

C. Any consent by the City to sublease or renting any portion of the Leased Property shall require the Lessee and sublessee to comply with the requirements provided within Exhibit G.

17. ENTRY AND INSPECTION.

A. Lessee agrees that the City, its agents and employees, may enter upon the Leased Property at any reasonable time, during normal business hours, for the purpose of making inspections, surveys and measurements and performing other work considered necessary by the City, all with the understanding that the same will be performed in such a manner as will cause a minimum of interference with Lessee's use of the Leased Property. City agrees to provide Lessee with reasonable prior notice of any such entry and inspection.

B. Lessee waives any claim for damages for any injury or inconvenience to, or interference with, Lessee's business, any loss of occupancy or quiet enjoyment of the Leased Property, and any other loss caused by the entry of the City as described herein, and Lessee agrees that there shall be no abatement of compensation by reason of the City's entry for the purposes described in this Agreement.

C. The City shall at all times have and retain two (2) keys to access the Leased Property and the City shall have the right to use any and all means that it may deem proper to obtain entry into the Leased Property in emergencies. Any entry into the Leased Property obtained by the City by any means whatsoever shall not under any circumstances be deemed a forcible or unlawful entry into the Leased Property, nor shall such entry be construed to be an eviction of Lessee from any part of the Leased Property.

D. Lessee shall not change any door lock or entry mechanism to the Leased Property

without written approval of the City. Additionally, if the City authorizes the Lessee to change any door lock or entry mechanism, the Lessee will use the vendor approved by the City and the Lessee shall provide two (2) keys for each point of entry to the City.

18. NON DISCRIMINATION.

The Lessee herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through it, and that use of this Leased Property is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex (including all forms thereof), sexual orientation, disability, medical condition, marital status, pregnancy, national origin, ancestry or any other class protected by law, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Leased Property herein leased. Nor shall the Lessee itself, or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the Leased Property herein leased.

19. CASP INSPECTION.

Pursuant to Civil Code section 1938, the Leased Property has been inspected by a Certified Access Specialist (CASp) and has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code section 55.53.

20. CONDITION OF LEASED PROPERTY.

Lessee understands and agrees that no representation, statement or warranty, express or implied, has been made by or on behalf of City as to the condition of the Leased Property or the suitability of the Leased Property for its intended use. Specifically, but not limited thereto, City has made no representation or warranty that the Leased Property is free from any contamination or the presence of any hazardous material. Lessee hereby acknowledges that it has had the opportunity to inspect the Leased Property for the presence of any contamination or hazardous material and hereby agrees to accept the Leased Property "as is" with respect to all conditions which currently exist in and on the Leased Property.

21. WASTE AND NUISANCE.

During the term of this Agreement, the Lessee shall not commit or allow to be committed any waste on the Leased Property or maintain or allow to be maintained any nuisance thereon.

22. DEFAULT.

In the event Lessee fails to keep and perform any term, condition or covenant contained within this Agreement, its exhibit, and any subsequent amendments, and Lessee fails or is unable to cure such default within ten (10) days after being given notice, then all rights of Lessee under this Agreement and to the use and occupancy of the Leased Property shall terminate and the City shall have the immediate right of reentry and may remove all unauthorized persons and property therefrom.

23. LATE PAYMENTS OR PENALTIES.

Late payments will be assessed an automatic ten percent (10 %) late fee on the unpaid compensation amount and/or other monetary obligation due and an additional daily delinquent fee after the 30th day of delinquency of \$100/day. Failure to make compensation payments may result in City terminating lease.

24. DOCUMENT RETENTION AND RIGHT TO AUDIT.

A. The City reserves the right to ensure that City property is well maintained, Lessee complies with all Lease Agreement obligations, and the City receives a fair return on its investment without providing a gift of public funds. Further, the City has an interest in ensuring Lessee is a financially viable entity and a going concern. To do so, the City requires the Lessee to maintain appropriate documentation and to allow the City to verify information as necessary to protect the City's interest. Where the City provides a below market compensation lease to provide activity that is a public purpose or public benefit, there is an interest for the City to ensure that the City's in-kind contribution is material in the Lessee's ability to provide the public purpose or benefit.

B. Lessee shall establish and maintain a reasonable accounting system that enables the City to readily identify Lessee's source and use of assets, liabilities, income, and expenses. City and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Lessee, including, but not limited to those kept by the Lessees, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

C. Lessee shall, at all times during the term of this Agreement and for a period of (1) year after either the completion of this Agreement or after the last day of delinquency for compensation or other monetary obligations, whichever occurs last, maintain such records, together with such supporting or underlying documents and materials. The Lessee shall at any time requested by the City, whether during or after completion of this Agreement, and at Lessee's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City. Such records shall be made available to the City during normal business hours at the Lessee's office or place of business and subject to a three (3) day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the City.

D. Lessee's responsibility under this section shall survive the termination or completion of this lease for the full period of time allowed by law.

25. OTHER CITY REQUIREMENTS.

Lessee will remain in good standing and full compliance with any other agreement, law, regulation, or requirement that involves the City. This will include, but is not limited to, a business license, use permit, accounts payable account related to a City debt, and any other agreement or contract involving the City. Failure to remain in compliance with these items will constitute a default of this lease agreement in accordance to Section 12, Default, of this Agreement

26. TERMINATION BY CITY OR LESSEE.

City or Lessee may at any time terminate the tenancy created by this Agreement by giving at least ninety (90) days prior written notice to the other Party.

The City may immediately terminate this Agreement for the following reasons:

A. **Default** – As provided under Section 22, Default, and Section 25, Other City Requirements, of this Agreement;

B. **Intended Purpose** – if the Lessee is no longer using the Leased Property for the intended purpose that was provided for in this Agreement;

C. **Criminal Activity** – if the Lessee or its agents are convicted of any crime that took place on or within the Leased Property;

D. **Political Activity** – activities on or within the Leased Properties intended to promote any political party, political organization, political figure and political candidates;

E. **Religious Activity** – activities on or within the Leased Property intended to promote any religion, religious organizations and religious figures; and

F. **Lack of Chico Residents Access** – if the Lessee fails to provide the residents of the City access to the benefits being provided by the Lessee or if the residents of the City are no longer the majority beneficiary of the programs and services being provided by the Lessee.

27. SURRENDER OF PREMISES.

A. Upon termination of this Agreement, Lessee, without further notice, shall secure the Leased Property and deliver all of the keys to the City Manager's Office of the City at 411 Main Street, Chico, California 95928.

B. If possession is not immediately surrendered upon termination of the Agreement, the City may immediately enter and take possession of the Leased Property and expel and remove the Lessee and any other unauthorized person who may be occupying any portion of the Leased Property. If not then in default, the Lessee may remove all furniture, removable trade fixtures and movable equipment installed by Lessee, at the termination of the Agreement; but if the same are not removed within ten (10) days after termination, they shall become the property of the City. All such removal shall be accomplished at a time specified by the City and in a good workmanlike manner so as not to damage any part of the Leased Property. Any holding over by the Lessee after

expiration of the Agreement shall not be construed to be a renewal or extension and shall not give Lessee any rights in or to the Leased Property except as expressly provided in this Agreement. Any holding over after expiration of the Agreement without the consent of the City shall be construed as a tenancy at sufferance, at 200% of the fair market value monthly compensational of the Leased Property as reasonably determined by the City, and on the same terms and conditions set forth in this Agreement (except as to the term). In the event of any unauthorized holding over, Lessee shall indemnify the City against all claims for damages by any other Lessee to whom the City may have leased all or any part of the Leased Property effective upon the date this Agreement terminates.

28. ATTORNEY'S FEES.

In the event suit should be brought for recovery of the Leased Property or for any sum due hereunder, or to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

29. EASEMENTS AND RESERVATION OF RIGHTS.

City reserves the right to grant nonexclusive easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Leased Property; provided, however, that such grant and any use permitted thereby does not materially affect or prevent the use or operation of this Agreement or to any other uses permitted hereunder. Any easements, licenses, or other form of agreement made with any other governmental entities or surrounding property owners providing easements serving the Leased Property shall inure to the benefit of the City at the conclusion of this Agreement. City further reserves said rights to itself for the aforesaid purposes.

30. WAIVER OF BREACH.

Waiver by the City of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in the Agreement. The City's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent act by any Lessee nor constitute a waiver of any individual term or covenant. The acceptance of compensation or other sums payable hereunder by the City shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than failure of Lessee to pay the particular compensation or other sums so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such compensation or sums.

31. GENDER AND NUMBER.

Words used in the masculine gender shall include the feminine or neuter, and the singular shall include the plural, when appropriate.

32. WAIVER.

Waiver by either Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

33. NOTICES.

Any notice required or desired to be given hereunder may be served personally or by registered or certified mail with the United States Postal Service, return receipt requested, postage prepaid, addressed as follows. Notice becomes effective on the date of personal service or five (5) days following date of postmark.

If to City: City of Chico
411 Main Street
Chico, CA 95928
Attn: City Manager

If to Lessee: Chico Creek Nature Center, Inc.
1968 E. 8th Street,
Chico CA 95928

34. COVENANT OF QUIET POSSESSION.

The City covenants that it will deliver quiet possession of the Leased Property to Lessee on the date the term of this Agreement is to commence and that the Lessee's quiet possession will not be disturbed by the City or those claiming under it during the terms of this Agreement unless as otherwise provided for in this Agreement.

35. ENTIRE AGREEMENT.

This Agreement, and attached exhibits and documents referenced (each of which are expressly incorporated herein), constitutes the entire agreement of the Parties hereto relating to the Leased Property and shall supersede all prior written or oral negotiations or agreements of the Parties relating to the Leased Property, with the exception of the Loan Agreement.

36. MODIFICATION.

This Agreement shall not be modified in any part except by written amendment duly executed by the Parties.

37. SEVERABILITY.

If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain valid and binding.

38. RELATIONSHIP OF PARTIES.

Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the Parties be construed as principal and agent, or other than landlord and Lessee.

39. MUTUAL CONTRACT.

the relationship between the Parties be construed as principal and agent, or other than landlord and Lessee.

39. MUTUAL CONTRACT.

The Parties agree that this Agreement has been mutually drafted and authored by both Parties and that it shall not be construed against any Party.

40. OPERATIONAL NAME.

Lessee agrees to operate and refer to the operation at the Leased Property as the "Chico Creek Nature Center" or other name approved by the City during the term of this Agreement.

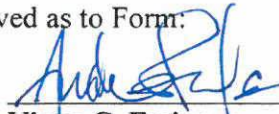
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the dates set forth below.

CITY OF CHICO

By: _____
Mark Orme,
City Manager

By: _____
Frank Fields,
Administrative Services Director

Approved as to Form:

By:  _____
Vince C. Ewing,
City Attorney
**Pursuant to the Charter of the City of Chico §906(D)*

CHICO CREEK NATURE CENTER

By: _____
William Beckett,
Board President

By: _____
Caitlin Reilly,
Executive Director

EXHIBIT A

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO AND THE CHICO CREEK NATURE CENTER, INC.

PROPERTY DESCRIPTION

All the real property in Bidwell Park along East Eighth Street between the Cedar Grove Picnic Area and the deer pen.

MAP OF PROPERTY

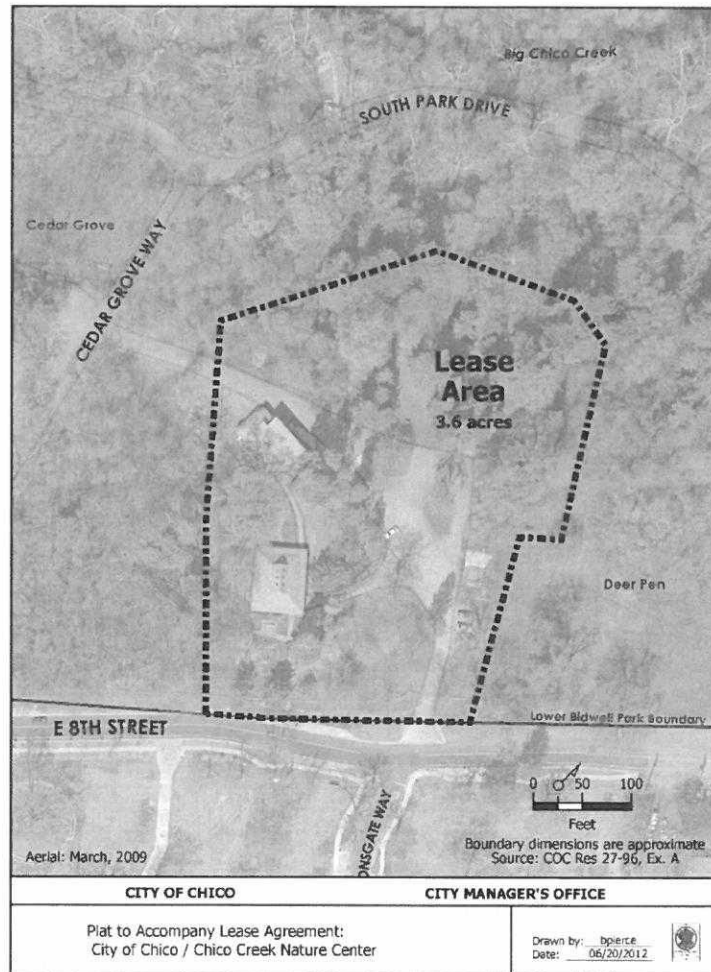


Exhibit ___

EXHIBIT B

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO AND THE CHICO CREEK NATURE CENTER, INC.

USE OF PREMISIS

The Leased Property shall be used by the Lessee for the purpose of operating a nature museum and to conduct educational classes and programs on nature and the environment, as well as providing other recreational opportunities, and for no other purpose whatsoever, unless such other use is authorized by the Bidwell Park and Playground Commission and the City.

In connection with this use, the Lessee shall, at all times it is operating such nature museum and/or conducting educational programs in compliance with California Proposition 40, keep the same open to all members of the public seeking to avail themselves of their benefits.

Revenues from any and all fees which the Lessee charges those members of the general public visiting such nature museum and/or participating in such educational classes and programs shall be used by the Lessee solely for the operation and maintenance of the Leased Property and/or conducting such educational classes and programs.

Use by the Lessee of the barn located near the deer pen shall be for the purpose of storage only, and the City shall not be liable for the damage or destruction of any property stored by the Lessee in said barn.

The Chico Creek Nature Center may contract or subcontract to provide the listed programs and services describe within this Agreement and exhibits.

Alcoholic beverages are not allowed to be served or consumed on the Leased Property unless explicitly allowed by amendment to this Agreement.

EXHIBIT C

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO AND THE CHICO CREEK NATURE CENTER, INC.

COMPENSATION

A. Payment Amount: Subject to Paragraph B of this Exhibit C, the Lessee shall make quarterly compensation payments to the City based on the following schedule and payment amounts.

	Mar 31 st	June 30 th	Sept 30 th	Dec 31 st
2015			\$600	\$600
2016	\$600	\$600	\$626.95	\$600
2017	\$600	\$600	\$800	\$800
2018	\$800	\$800	\$800	\$800
2019	\$800	\$800	\$1,000	\$1,000
2020	\$1,000	\$1,000		

(1) **Due Date:** The due date for each payment will be the day listed (Mar 31, June 31, Sept 30, or Dec 31) if that day falls on a workday. If the listed day falls on a weekend or federally recognized holiday, the payment due date will be the next work day after the listed day.

(2) **Late Payment:** As specified in Section 23, Late Payments Or Penalties, of the Agreement, an automatic ten percent (10%) late fee will be assessed on any payment that is not received by the due date.

(3) **Delinquent Assessment:** If Lessee has not made a payment on the 30th day after the original due date, the City will assess a delinquency assessment of \$100 for each day thereafter until payment is made.

B. Loan Payments: Notwithstanding Paragraph A of this Exhibit C, in full consideration of the City leasing Leased Property to Lessee, Lessee shall make all quarterly loan payments due under the Restated Loan Agreement for the Construction of a New Exhibit and Classroom Facility ("Loan Agreement"), as amended by Amendment No. 4 To Restated Loan Agreement, which is hereby expressly incorporated into this Lease Agreement in full. In addition to the rights and remedies set forth in said Loan Agreement, any delinquent payment under the Loan Agreement shall be subject to subsections (1)-(3) of Paragraph (A) of this Exhibit C. If the Loan Agreement is paid in full or is discharged for any reason prior to the expiration and/or termination of this Lease Agreement, such that the payments under the Loan Agreement discontinue or cease, Lessee shall be required to make the payments set forth in Paragraph A of this Exhibit C as consideration for continued use of the Leased Property. In the event this Lease Agreement expires and/or terminates prior to Lessee's full satisfaction of amounts owed under the Loan Agreement, nothing herein shall be construed as relieving Lessee's obligations to make payments under the Loan Agreement.

EXHIBIT D

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO AND THE CHICO CREEK NATURE CENTER, INC.

UTILITIES AND OPERATING

Lessee shall, at Lessee's sole cost and expense, pay all "Utility Costs" & "Operating Costs" as defined below, in connection with the Leased Property.

Definition of Utility Costs: "Utility Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

1. Sewer, gas, and electricity service;
2. Telephone, internet, or other related services (including utilities required for fire and security services);
3. Pest control; and
4. Any other utilities required for the Lessee's use of the Leased Property that are not currently provided.

Definition of Operating Costs: "Operating Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

1. Repairs, maintenance, replacements, painting, and redecorating;
2. Insurance;
3. Heating, ventilating, and air conditioning repair and maintenance;
4. Supplies and sundries;
5. Rubbish removal from the Leased Property (rubbish shall be deposited in the appropriate containers provided by the City's solid waste hauler);
6. Sales or use taxes on supplies and services;
7. Licensing costs;
8. Cost of wages and salaries for all persons engaged in the operation, maintenance, and repair of the Leased Property, including fringe benefits and social security taxes; and
9. All other expenses, whether or not mentioned in this Agreement, that are incurred with regard to the operation of the Leased Property, including any replacements if necessary for repairs and maintenance or otherwise.

City-borne Costs: The City, at its sole cost and expense, will provide and pay the utility costs associated with the following activities only. Any other utilities and/or operational costs will not be provided or paid by the City unless they are explicitly made so by written agreement.

- Water
- Solid Waste and Recycling Service
- Provision of road base

EXHIBIT E

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO AND THE CHICO CREEK NATURE CENTER, INC.

REPAIRS AND MAINTENANCE

During the term of this Agreement, Lessee shall, at its sole cost and expense, keep and maintain the Leased Property and any improvements located thereon in good, sanitary, and neat order, condition, and repair, and shall restore and rehabilitate any such improvement that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

Lessee shall, at its sole costs and expense, maintain plumbing, electrical and structural areas of the interior bathrooms, kitchens, living/working areas, storage areas, and other areas contained with the Leased Property improvements. Additionally, the Lessee shall maintain the parking lot and asphalt/concrete areas in a safe and working condition.

City will provide the Lessee, at their request, road base materials, at the City's cost and expense, to make appropriate repairs on the Leased Property. City will also maintain the exterior grass areas as well as maintain the trees located on the Leased Property.

Annual Facility Assessment

Lessee is required to provide the City with an annual assessment of the condition of the Leased Property no later than fifteen (15) days after the close of the calendar year. The assessment is to be provided in the form and detail acceptable to the City. The assessment is to include a condition rating for each area listed below as well as a narrative description of the location and type of defect, if the area is found to be deficient.

Interior

- Interior Flooring
- Interior paint and wall conditions
- Interior ceiling condition
- Interior appliances
- Interior plumbing
- Interior electrical
- HVAC system
- Windows
- Doors

Exterior

- Exterior paint and wall conditions
- Exterior landscaping
- Sidewalk condition
- Parking lot condition

- Streetlights
- Storm water drains
- Roof conditions

Other

- Accessibility (doors, ingress/egress areas)
- Any noticeable mold or other decay
- Any noticeable pests or termites
- Other areas not specifically identified

Lessee is to rate each area with a condition rating scale from 0 to 5. Each condition rating is defined below.

Condition Rating		Description
5	Excellent	area shows an almost new condition and operation
4	Good	area shows some minor wear and tear
3	Satisfactory	area is functional and shows some moderate wear and tear
2	Marginal	while the area is still functional, if appropriate action is not taken, the area may become unusable
1	Safety	area is not functional or item is a health and safety issue that may pose a hazard
0	Fail	area is so degraded as to constitute a serious health and safety violation and may render Leased Property uninhabitable

EXHIBIT F

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO AND THE CHICO CREEK NATURE CENTER, INC.

FINANCIAL AND OPERATIONAL REPORTING

In consideration of the below market rate lease, the Lessee shall provide the City with financial and operational reports that demonstrate the impact the Lessee's programs and services have on Chico residents and other visitors. These reports shall include any activity undertaken within the Leased Property, whether provided by the Nature Center or any other contractor or sub lessee.

Lessee is required to submit annual reporting for the period of July 1st through June 30th which are due with the quarterly payments made on September 30th. Reporting shall be in the form and detail as provided by the City.

Financial Reporting

Lessee will provide the following details to the City related to the organization and activity provided on or within the Leased Property:

- Overall comparison of revenue and expenses broken down by categories, and the net gain or loss for the year;
- Program and Event Income broken down to the type of events (i.e. camp, birthdays, etc.) including number of participants;
- Details regarding the amount received in grant, donation, endowment and other income as well as the source and purpose of the income (i.e. restrictions for use of grant revenue, donation for any specific purpose or general use, etc.);
- Expenses by category to include a breakdown of hours, rate and overhead for each staff position as well as the non-personnel expenses broken down by category;
- Reporting on the balances of all accounts as of the end of the fiscal year including operations and endowment;
- Providing pro forma assets, income, and cash flow statements and this may serve in lieu of the relevant parts of the items above; and
- Provide any audits, reports, or studies that were performed during the year by any outside organizations.

Operational Assessment

Lessee will provide the following details to the City related to the organization and activity provided on or within the Leased Property:

- Participant information for programs, events, and activities which include a breakdown of the number of participants listed by City to allow the City to assess the level of effort to serve Chico residents versus non-City residents;

- Description of the programs, events, and activities provided on or within the Leased Property;
- Hours of operation of the Leased Property; and
- Visitor Services – a breakdown of the number of participants served with information for Bidwell Park only listed by City or residence.

Strategic Planning

Lessee will develop a written strategic plan that addresses aspects of operations, finances, and future plans in a form and detail requested by the City. This should include the following information, at a minimum and should allow for a three to five year planning horizon.

- Mission, Goals, and Objectives;
- Strengths, Weaknesses, Opportunities, and Threats;
- Identification of core and supplemental programs and services;
- Assessment of financial and staffing requirements for programs and services;
- Alignment of programs and services with the Mission, Goals and Objectives;
- Plans for achieving the financial and operational requirements; and
- Five year plan outlining financial and operational projections (estimated revenue, expenditures, participant numbers, etc.).

EXHIBIT G

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO AND THE CHICO CREEK NATURE CENTER, INC.

SUBLEASE OR COMPENSATIONING OF LEASED PROPERTY

Lessee may request authority to sublease any and all parts of the Leased Property if the sublessee will be contractually required to comply with the requirements of this Agreement and exhibits.

Sublessee will be subject to review and approval of the City, and if approved by the City, the Lessee will enter into a written Sublease Agreement, in the form and manner provided for by the City, with the sublessee that includes provisions to require the sublessee to comply with requirement of this Agreement and its exhibits, unless certain requirements are waived by the City. The City will sign any Sublease Agreement signifying that it approves the Lessee to enter into the sublease and that the sublease includes the required provisions.

Any sublessee shall not use the Leased Property for any purpose not provided for in this Agreement unless explicitly authorized by the Bidwell Parks and Playground Commission and the City.

City agrees that Lessee may sublease all or part of the Leased Premises to the Chico Area Recreation District (CARD) on such terms and conditions as Lessee and CARD may agree, provided, however, that Lessee shall not be released of its obligations hereunder except by a written release expressly so providing executed by City. Additionally, if the Lessee assigns all or part of this Lease to CARD, either CARD or the Lessee must hold the appropriately required insurances as required under this Lease Agreement. Further, if the Lessee intends to fullfill its Lease obligations through a sublease, the sublessee shall be required to comply with all provisions of this Lease.

EXHIBIT H

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO AND THE CHICO CREEK NATURE CENTER, INC.

OTHER SPECIAL PROVISIONS

During the term of the Agreement, the Lessee shall comply with any and all special provisions provided in this exhibit and they will hold similar weight as any other provision of this Agreement or other exhibits. Those include the following

Meeting Notification.

Lessee shall open all regular meetings of the board of directors of the Nature Center to all interested members of the general public.

Lessee will provide City with written notification of all regular meetings of the board of directors.

Exception Reporting.

Lessee will report to the City any instance that has a material impact on finances, operations, or the ability for the Lessee to continue as a going concern.

Other Notifications.

Lessee will provide City timely notices of changes in the Executive Director or Board members.

Re-Opener.

City and Lessee will allow for renegotiation of the Agreement terms if either party finds an entrepreneurial opportunity that would impact the Leased Property operations.

4839-2615-3771, v. 2

AMENDMENT NO. 4
TO
**RESTATED LOAN AGREEMENT FOR THE CONSTRUCTION OF NEW EXHIBIT
AND CLASSROOM FACILITY
CHICO CREEK NATURE CENTER, INC.**

(City of Chico/Chico Creek Nature Center, Inc.)

THIS AMENDMENT NO. 4 is made and executed on December 15, 2015, by and between the City of Chico, a municipal corporation of the State of California ("City"), and the Chico Creek Nature Center, Inc., a California non-profit corporation ("Borrower").

WHEREAS, Borrower entered into a loan agreement entitled "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility, Chico Creek Nature Center, Inc. (City of Chico/Chico Creek Nature Center, Inc.)," dated July 5, 2006, (as amended the "Loan Agreement"); and

WHEREAS, City and Borrower entered into loan agreement Amendment No. 1, dated August 20, 2010, deferring certain quarterly loan payments as set forth in the Amending Amortization Schedule No. 1; and

WHEREAS, City and Borrower entered into loan agreement Amendment No. 2, dated July 6, 2011, deferring certain quarterly loan payments as set forth in the Amending Amortization Schedule No. 2; and

WHEREAS, City and Borrower entered into loan agreement Amendment No. 3, dated June 21, 2012, deferring certain quarterly loan payments and adjusting the interest rate from 5.24% per annum to 1.80% per annum, beginning with the payment due July 15, 2009, all as set forth in the Amending Amortization Schedule No. 3; and

WHEREAS, the City and the Borrower desire to execute a new lease agreement entitled "Restated Ground and Property Lease by and between the City of Chico and the Chico Creek Nature Center, Inc.," for the purposes of resolving continued loan deferrals and the default status of the current loan agreement; and

WHEREAS, the City and the Borrower now wish to amend the Loan Agreement to revise the principal loan amount to \$181,026.95, change the quarterly payment amounts for the July 1, 2015 to June 30, 2020 period, temporarily reduce the interest rate to 0% for the same duration, and revise the quarterly payment amounts, timing, and overall loan payment period, all as set forth in the Amended Amortization Schedule No. 4 attached hereto as Exhibit "B."

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements made by the City and Borrower, both parties agree to make the following amendments and replacements to the Loan Agreement:

Section 1. Section IV, entitled "Loan," of the Loan Agreement, as such section was amended by Amendment No. 3, is hereby amended to read as follows:

The total Loan amount as of the date of this Amendment No. 4 shall be One Hundred Eighty One Thousand, Twenty Six Dollars and Ninety Five Cents (\$181,026.95). For the period commencing July 1, 2015, and continuing until June 30, 2020, the interest rate on such principal Loan amount shall be zero percent (0%) per annum. Commencing July 1, 2020, the interest rate on such principal Loan amount shall be five point two four percent (5.24%).

Section 2. Section IV, entitled "Loan," Subsection (B), of the Loan Agreement, as amended by Amendment No. 3, is hereby amended to read as follows:

B. Repayment of the Loan amount shall be in accordance with the Amended Amortization Schedule No. 4, as attached as Exhibit A hereto.

Section 3. Except as expressly amended herein, all other provisions of the Loan Agreement shall remain in full force and effect.

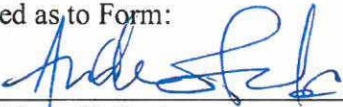
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to the Loan Agreement to be executed by their respective officers as of the date first set forth above.

CITY OF CHICO

By: _____
Mark Orme,
City Manager

By: _____
Frank Fields,
Administrative Services Director

Approved as to Form:

By: 

Vince C. Ewing,
City Attorney
**Pursuant to the Charter of the City of Chico §906(D)*

CHICO CREEK NATURE CENTER

By: _____
William Beckett,
Board President

By: _____
Caitlin Reilly,
Executive Director

AMENDED AMORTIZATION SCHEDULE NO. 4

**Amendment No. 4 to Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility
Chico Creek Nature Center**

		Orig Balance	Orig Rate	Term (yrs)	1st PMT	Future Value					
		\$181,026.95	0%	5	9/30/2015	\$ 165,800.00					
		\$165,800.00	5.24%	25	9/30/2020	\$0.00					
Pmt #	Date	Yr Rate	P&I Payment	Principal Pmt	Interest Pmt	Penalty Pmt	Extra Prin	Interest Due	New Balance	Cum. Interest	Yearly Total Int
-	7/1/2015								\$181,026.95		
1	9/30/2015	0.00%	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180,426.95	\$0.00	\$0.00
2	12/30/2015	0.00%	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179,826.95	\$0.00	\$0.00
3	3/30/2016	0.00%	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179,226.95	\$0.00	\$0.00
4	6/30/2016	0.00%	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178,626.95	\$0.00	\$0.00
5	9/30/2016	0.00%	\$626.95	\$626.95	\$0.00	\$0.00	\$0.00	\$0.00	\$178,000.00	\$0.00	\$0.00
6	12/30/2016	0.00%	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177,400.00	\$0.00	\$0.00
7	3/30/2017	0.00%	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$176,800.00	\$0.00	\$0.00
8	6/30/2017	0.00%	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$176,200.00	\$0.00	\$0.00
9	9/30/2017	0.00%	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,400.00	\$0.00	\$0.00
10	12/30/2017	0.00%	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$174,600.00	\$0.00	\$0.00
11	3/30/2018	0.00%	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$173,800.00	\$0.00	\$0.00
12	6/30/2018	0.00%	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$173,000.00	\$0.00	\$0.00
13	9/30/2018	0.00%	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172,200.00	\$0.00	\$0.00
14	12/30/2018	0.00%	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171,400.00	\$0.00	\$0.00
15	3/30/2019	0.00%	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,600.00	\$0.00	\$0.00
16	6/30/2019	0.00%	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$169,800.00	\$0.00	\$0.00
17	9/30/2019	0.00%	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168,800.00	\$0.00	\$0.00
18	12/30/2019	0.00%	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,800.00	\$0.00	\$0.00
19	3/30/2020	0.00%	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$166,800.00	\$0.00	\$0.00
20	6/30/2020	0.00%	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$165,800.00	\$0.00	\$0.00
21	9/30/2020	5.24%	\$2,984.00	\$812.02	\$2,171.98	\$0.00	\$0.00	\$2,171.98	\$164,987.98	\$2,171.98	\$2,171.98
22	12/30/2020	5.24%	\$2,984.00	\$822.66	\$2,161.34	\$0.00	\$0.00	\$2,161.34	\$164,165.32	\$4,333.32	\$4,333.32
23	3/30/2021	5.24%	\$2,984.00	\$833.43	\$2,150.57	\$0.00	\$0.00	\$2,150.57	\$163,331.89	\$6,483.89	\$2,150.57
24	6/30/2021	5.24%	\$2,984.00	\$844.35	\$2,139.65	\$0.00	\$0.00	\$2,139.65	\$162,487.54	\$8,623.54	\$4,290.22
25	9/30/2021	5.24%	\$2,984.00	\$855.41	\$2,128.59	\$0.00	\$0.00	\$2,128.59	\$161,632.13	\$10,752.13	\$6,418.81
26	12/30/2021	5.24%	\$2,984.00	\$866.62	\$2,117.38	\$0.00	\$0.00	\$2,117.38	\$160,765.51	\$12,869.51	\$8,536.19
27	3/30/2022	5.24%	\$2,984.00	\$877.97	\$2,106.03	\$0.00	\$0.00	\$2,106.03	\$159,887.54	\$14,975.54	\$2,106.03
28	6/30/2022	5.24%	\$2,984.00	\$889.47	\$2,094.53	\$0.00	\$0.00	\$2,094.53	\$158,998.07	\$17,070.07	\$4,200.56
29	9/30/2022	5.24%	\$2,984.00	\$901.13	\$2,082.87	\$0.00	\$0.00	\$2,082.87	\$158,096.94	\$19,152.94	\$6,283.43
30	12/30/2022	5.24%	\$2,984.00	\$912.93	\$2,071.07	\$0.00	\$0.00	\$2,071.07	\$157,184.01	\$21,224.01	\$8,354.50
31	3/30/2023	5.24%	\$2,984.00	\$924.89	\$2,059.11	\$0.00	\$0.00	\$2,059.11	\$156,259.12	\$23,283.12	\$2,059.11
32	6/30/2023	5.24%	\$2,984.00	\$937.01	\$2,046.99	\$0.00	\$0.00	\$2,046.99	\$155,322.11	\$25,330.11	\$4,106.10
33	9/30/2023	5.24%	\$2,984.00	\$949.28	\$2,034.72	\$0.00	\$0.00	\$2,034.72	\$154,372.83	\$27,364.83	\$6,140.82
34	12/30/2023	5.24%	\$2,984.00	\$961.72	\$2,022.28	\$0.00	\$0.00	\$2,022.28	\$153,411.11	\$29,387.11	\$8,163.10
35	3/30/2024	5.24%	\$2,984.00	\$974.31	\$2,009.69	\$0.00	\$0.00	\$2,009.69	\$152,436.80	\$31,396.80	\$2,009.69

AMENDED AMORTIZATION SCHEDULE NO. 4

**Amendment No. 4 to Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility
Chico Creek Nature Center**

		Orig Balance	Orig Rate	Term (yrs)	1st PMT	Future Value					
		\$181,026.95	0%	5	9/30/2015	\$ 165,800.00					
		\$165,800.00	5.24%	25	9/30/2020	\$0.00					
Pmt #	Date	Yr Rate	P&I Payment	Principal Pmt	Interest Pmt	Penalty Pmt	Extra Prin	Interest Due	New Balance	Cum. Interest	Yearly Total Int
36	6/30/2024	5.24%	\$2,984.00	\$987.08	\$1,996.92	\$0.00	\$0.00	\$1,996.92	\$151,449.72	\$33,393.72	\$4,006.61
37	9/30/2024	5.24%	\$2,984.00	\$1,000.01	\$1,983.99	\$0.00	\$0.00	\$1,983.99	\$150,449.71	\$35,377.71	\$5,990.60
38	12/30/2024	5.24%	\$2,984.00	\$1,013.11	\$1,970.89	\$0.00	\$0.00	\$1,970.89	\$149,436.60	\$37,348.60	\$7,961.49
39	3/30/2025	5.24%	\$2,984.00	\$1,026.38	\$1,957.62	\$0.00	\$0.00	\$1,957.62	\$148,410.22	\$39,306.22	\$1,957.62
40	6/30/2025	5.24%	\$2,984.00	\$1,039.83	\$1,944.17	\$0.00	\$0.00	\$1,944.17	\$147,370.39	\$41,250.39	\$3,901.79
41	9/30/2025	5.24%	\$2,984.00	\$1,053.45	\$1,930.55	\$0.00	\$0.00	\$1,930.55	\$146,316.94	\$43,180.94	\$5,832.34
42	12/30/2025	5.24%	\$2,984.00	\$1,067.25	\$1,916.75	\$0.00	\$0.00	\$1,916.75	\$145,249.69	\$45,097.69	\$7,749.09
43	3/30/2026	5.24%	\$2,984.00	\$1,081.23	\$1,902.77	\$0.00	\$0.00	\$1,902.77	\$144,168.46	\$47,000.46	\$1,902.77
44	6/30/2026	5.24%	\$2,984.00	\$1,095.39	\$1,888.61	\$0.00	\$0.00	\$1,888.61	\$143,073.07	\$48,889.07	\$3,791.38
45	9/30/2026	5.24%	\$2,984.00	\$1,109.74	\$1,874.26	\$0.00	\$0.00	\$1,874.26	\$141,963.33	\$50,763.33	\$5,665.64
46	12/30/2026	5.24%	\$2,984.00	\$1,124.28	\$1,859.72	\$0.00	\$0.00	\$1,859.72	\$140,839.05	\$52,623.05	\$7,525.36
47	3/30/2027	5.24%	\$2,984.00	\$1,139.01	\$1,844.99	\$0.00	\$0.00	\$1,844.99	\$139,700.04	\$54,468.04	\$1,844.99
48	6/30/2027	5.24%	\$2,984.00	\$1,153.93	\$1,830.07	\$0.00	\$0.00	\$1,830.07	\$138,546.11	\$56,298.11	\$3,675.06
49	9/30/2027	5.24%	\$2,984.00	\$1,169.05	\$1,814.95	\$0.00	\$0.00	\$1,814.95	\$137,377.06	\$58,113.06	\$5,490.01
50	12/30/2027	5.24%	\$2,984.00	\$1,184.36	\$1,799.64	\$0.00	\$0.00	\$1,799.64	\$136,192.70	\$59,912.70	\$7,289.65
51	3/30/2028	5.24%	\$2,984.00	\$1,199.88	\$1,784.12	\$0.00	\$0.00	\$1,784.12	\$134,992.82	\$61,696.82	\$1,784.12
52	6/30/2028	5.24%	\$2,984.00	\$1,215.59	\$1,768.41	\$0.00	\$0.00	\$1,768.41	\$133,777.23	\$63,465.23	\$3,552.53
53	9/30/2028	5.24%	\$2,984.00	\$1,231.52	\$1,752.48	\$0.00	\$0.00	\$1,752.48	\$132,545.71	\$65,217.71	\$5,305.01
54	12/30/2028	5.24%	\$2,984.00	\$1,247.65	\$1,736.35	\$0.00	\$0.00	\$1,736.35	\$131,298.06	\$66,954.06	\$7,041.36
55	3/30/2029	5.24%	\$2,984.00	\$1,264.00	\$1,720.00	\$0.00	\$0.00	\$1,720.00	\$130,034.06	\$68,674.06	\$1,720.00
56	6/30/2029	5.24%	\$2,984.00	\$1,280.55	\$1,703.45	\$0.00	\$0.00	\$1,703.45	\$128,753.51	\$70,377.51	\$3,423.45
57	9/30/2029	5.24%	\$2,984.00	\$1,297.33	\$1,686.67	\$0.00	\$0.00	\$1,686.67	\$127,456.18	\$72,064.18	\$5,110.12
58	12/30/2029	5.24%	\$2,984.00	\$1,314.32	\$1,669.68	\$0.00	\$0.00	\$1,669.68	\$126,141.86	\$73,733.86	\$6,779.80
59	3/30/2030	5.24%	\$2,984.00	\$1,331.54	\$1,652.46	\$0.00	\$0.00	\$1,652.46	\$124,810.32	\$75,386.32	\$1,652.46
60	6/30/2030	5.24%	\$2,984.00	\$1,348.98	\$1,635.02	\$0.00	\$0.00	\$1,635.02	\$123,461.34	\$77,021.34	\$3,287.48
61	9/30/2030	5.24%	\$2,984.00	\$1,366.66	\$1,617.34	\$0.00	\$0.00	\$1,617.34	\$122,094.68	\$78,638.68	\$4,904.82
62	12/30/2030	5.24%	\$2,984.00	\$1,384.56	\$1,599.44	\$0.00	\$0.00	\$1,599.44	\$120,710.12	\$80,238.12	\$6,504.26
63	3/30/2031	5.24%	\$2,984.00	\$1,402.70	\$1,581.30	\$0.00	\$0.00	\$1,581.30	\$119,307.42	\$81,819.42	\$1,581.30
64	6/30/2031	5.24%	\$2,984.00	\$1,421.07	\$1,562.93	\$0.00	\$0.00	\$1,562.93	\$117,886.35	\$83,382.35	\$3,144.23
65	9/30/2031	5.24%	\$2,984.00	\$1,439.69	\$1,544.31	\$0.00	\$0.00	\$1,544.31	\$116,446.66	\$84,926.66	\$4,688.54
66	12/30/2031	5.24%	\$2,984.00	\$1,458.55	\$1,525.45	\$0.00	\$0.00	\$1,525.45	\$114,988.11	\$86,452.11	\$6,213.99
67	3/30/2032	5.24%	\$2,984.00	\$1,477.66	\$1,506.34	\$0.00	\$0.00	\$1,506.34	\$113,510.45	\$87,958.45	\$1,506.34
68	6/30/2032	5.24%	\$2,984.00	\$1,497.01	\$1,486.99	\$0.00	\$0.00	\$1,486.99	\$112,013.44	\$89,445.44	\$2,993.33
69	9/30/2032	5.24%	\$2,984.00	\$1,516.62	\$1,467.38	\$0.00	\$0.00	\$1,467.38	\$110,496.82	\$90,912.82	\$4,460.71
70	12/30/2032	5.24%	\$2,984.00	\$1,536.49	\$1,447.51	\$0.00	\$0.00	\$1,447.51	\$108,960.33	\$92,360.33	\$5,908.22
71	3/30/2033	5.24%	\$2,984.00	\$1,556.62	\$1,427.38	\$0.00	\$0.00	\$1,427.38	\$107,403.71	\$93,787.71	\$1,427.38

AMENDED AMORTIZATION SCHEDULE NO. 4

**Amendment No. 4 to Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility
Chico Creek Nature Center**

		Orig Balance	Orig Rate	Term (yrs)	1st PMT	Future Value					
		\$181,026.95	0%	5	9/30/2015	\$ 165,800.00					
		\$165,800.00	5.24%	25	9/30/2020	\$0.00					
Pmt #	Date	Yr Rate	P&I Payment	Principal Pmt	Interest Pmt	Penalty Pmt	Extra Prin	Interest Due	New Balance	Cum. Interest	Yearly Total Int
72	6/30/2033	5.24%	\$2,984.00	\$1,577.01	\$1,406.99	\$0.00	\$0.00	\$1,406.99	\$105,826.70	\$95,194.70	\$2,834.37
73	9/30/2033	5.24%	\$2,984.00	\$1,597.67	\$1,386.33	\$0.00	\$0.00	\$1,386.33	\$104,229.03	\$96,581.03	\$4,220.70
74	12/30/2033	5.24%	\$2,984.00	\$1,618.60	\$1,365.40	\$0.00	\$0.00	\$1,365.40	\$102,610.43	\$97,946.43	\$5,586.10
75	3/30/2034	5.24%	\$2,984.00	\$1,639.80	\$1,344.20	\$0.00	\$0.00	\$1,344.20	\$100,970.63	\$99,290.63	\$1,344.20
76	6/30/2034	5.24%	\$2,984.00	\$1,661.28	\$1,322.72	\$0.00	\$0.00	\$1,322.72	\$99,309.35	\$100,613.35	\$2,666.92
77	9/30/2034	5.24%	\$2,984.00	\$1,683.05	\$1,300.95	\$0.00	\$0.00	\$1,300.95	\$97,626.30	\$101,914.30	\$3,967.87
78	12/30/2034	5.24%	\$2,984.00	\$1,705.10	\$1,278.90	\$0.00	\$0.00	\$1,278.90	\$95,921.20	\$103,193.20	\$5,246.77
79	3/30/2035	5.24%	\$2,984.00	\$1,727.43	\$1,256.57	\$0.00	\$0.00	\$1,256.57	\$94,193.77	\$104,449.77	\$1,256.57
80	6/30/2035	5.24%	\$2,984.00	\$1,750.06	\$1,233.94	\$0.00	\$0.00	\$1,233.94	\$92,443.71	\$105,683.71	\$2,490.51
81	9/30/2035	5.24%	\$2,984.00	\$1,772.99	\$1,211.01	\$0.00	\$0.00	\$1,211.01	\$90,670.72	\$106,894.72	\$3,701.52
82	12/30/2035	5.24%	\$2,984.00	\$1,796.21	\$1,187.79	\$0.00	\$0.00	\$1,187.79	\$88,874.51	\$108,082.51	\$4,889.31
83	3/30/2036	5.24%	\$2,984.00	\$1,819.74	\$1,164.26	\$0.00	\$0.00	\$1,164.26	\$87,054.77	\$109,246.77	\$1,164.26
84	6/30/2036	5.24%	\$2,984.00	\$1,843.58	\$1,140.42	\$0.00	\$0.00	\$1,140.42	\$85,211.19	\$110,387.19	\$2,304.68
85	9/30/2036	5.24%	\$2,984.00	\$1,867.73	\$1,116.27	\$0.00	\$0.00	\$1,116.27	\$83,343.46	\$111,503.46	\$3,420.95
86	12/30/2036	5.24%	\$2,984.00	\$1,892.20	\$1,091.80	\$0.00	\$0.00	\$1,091.80	\$81,451.26	\$112,595.26	\$4,512.75
87	3/30/2037	5.24%	\$2,984.00	\$1,916.99	\$1,067.01	\$0.00	\$0.00	\$1,067.01	\$79,534.27	\$113,662.27	\$1,067.01
88	6/30/2037	5.24%	\$2,984.00	\$1,942.10	\$1,041.90	\$0.00	\$0.00	\$1,041.90	\$77,592.17	\$114,704.17	\$2,108.91
89	9/30/2037	5.24%	\$2,984.00	\$1,967.54	\$1,016.46	\$0.00	\$0.00	\$1,016.46	\$75,624.63	\$115,720.63	\$3,125.37
90	12/30/2037	5.24%	\$2,984.00	\$1,993.32	\$990.68	\$0.00	\$0.00	\$990.68	\$73,631.31	\$116,711.31	\$4,116.05
91	3/30/2038	5.24%	\$2,984.00	\$2,019.43	\$964.57	\$0.00	\$0.00	\$964.57	\$71,611.88	\$117,675.88	\$964.57
92	6/30/2038	5.24%	\$2,984.00	\$2,045.88	\$938.12	\$0.00	\$0.00	\$938.12	\$69,566.00	\$118,614.00	\$1,902.69
93	9/30/2038	5.24%	\$2,984.00	\$2,072.69	\$911.31	\$0.00	\$0.00	\$911.31	\$67,493.31	\$119,525.31	\$2,814.00
94	12/30/2038	5.24%	\$2,984.00	\$2,099.84	\$884.16	\$0.00	\$0.00	\$884.16	\$65,393.47	\$120,409.47	\$3,698.16
95	3/30/2039	5.24%	\$2,984.00	\$2,127.35	\$856.65	\$0.00	\$0.00	\$856.65	\$63,266.12	\$121,266.12	\$856.65
96	6/30/2039	5.24%	\$2,984.00	\$2,155.21	\$828.79	\$0.00	\$0.00	\$828.79	\$61,110.91	\$122,094.91	\$1,685.44
97	9/30/2039	5.24%	\$2,984.00	\$2,183.45	\$800.55	\$0.00	\$0.00	\$800.55	\$58,927.46	\$122,895.46	\$2,485.99
98	12/30/2039	5.24%	\$2,984.00	\$2,212.05	\$771.95	\$0.00	\$0.00	\$771.95	\$56,715.41	\$123,667.41	\$3,257.94
99	3/30/2040	5.24%	\$2,984.00	\$2,241.03	\$742.97	\$0.00	\$0.00	\$742.97	\$54,474.38	\$124,410.38	\$742.97
100	6/30/2040	5.24%	\$2,984.00	\$2,270.39	\$713.61	\$0.00	\$0.00	\$713.61	\$52,203.99	\$125,123.99	\$1,456.58
101	9/30/2040	5.24%	\$2,984.00	\$2,300.13	\$683.87	\$0.00	\$0.00	\$683.87	\$49,903.86	\$125,807.86	\$2,140.45
102	12/30/2040	5.24%	\$2,984.00	\$2,330.26	\$653.74	\$0.00	\$0.00	\$653.74	\$47,573.60	\$126,461.60	\$2,794.19
103	3/30/2041	5.24%	\$2,984.00	\$2,360.79	\$623.21	\$0.00	\$0.00	\$623.21	\$45,212.81	\$127,084.81	\$623.21
104	6/30/2041	5.24%	\$2,984.00	\$2,391.71	\$592.29	\$0.00	\$0.00	\$592.29	\$42,821.10	\$127,677.10	\$1,215.50
105	9/30/2041	5.24%	\$2,984.00	\$2,423.04	\$560.96	\$0.00	\$0.00	\$560.96	\$40,398.06	\$128,238.06	\$1,776.46
106	12/30/2041	5.24%	\$2,984.00	\$2,454.79	\$529.21	\$0.00	\$0.00	\$529.21	\$37,943.27	\$128,767.27	\$2,305.67
107	3/30/2042	5.24%	\$2,984.00	\$2,486.94	\$497.06	\$0.00	\$0.00	\$497.06	\$35,456.33	\$129,264.33	\$497.06

AMENDED AMORTIZATION SCHEDULE NO. 4

**Amendment No. 4 to Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility
Chico Creek Nature Center**

			Orig Balance	Orig Rate	Term (yrs)	1st PMT	Future Value				
			\$181,026.95	0%	5	9/30/2015	\$ 165,800.00				
			\$165,800.00	5.24%	25	9/30/2020	\$0.00				
Pmt #	Date	Yr Rate	P&I Payment	Principal Pmt	Interest Pmt	Penalty Pmt	Extra Prin	Interest Due	New Balance	Cum. Interest	Yearly Total Int
108	6/30/2042	5.24%	\$2,984.00	\$2,519.52	\$464.48	\$0.00	\$0.00	\$464.48	\$32,936.81	\$129,728.81	\$961.54
109	9/30/2042	5.24%	\$2,984.00	\$2,552.53	\$431.47	\$0.00	\$0.00	\$431.47	\$30,384.28	\$130,160.28	\$1,393.01
110	12/30/2042	5.24%	\$2,984.00	\$2,585.97	\$398.03	\$0.00	\$0.00	\$398.03	\$27,798.31	\$130,558.31	\$1,791.04
111	3/30/2043	5.24%	\$2,984.00	\$2,619.84	\$364.16	\$0.00	\$0.00	\$364.16	\$25,178.47	\$130,922.47	\$364.16
112	6/30/2043	5.24%	\$2,984.00	\$2,654.16	\$329.84	\$0.00	\$0.00	\$329.84	\$22,524.31	\$131,252.31	\$694.00
113	9/30/2043	5.24%	\$2,984.00	\$2,688.93	\$295.07	\$0.00	\$0.00	\$295.07	\$19,835.38	\$131,547.38	\$989.07
114	12/30/2043	5.24%	\$2,984.00	\$2,724.16	\$259.84	\$0.00	\$0.00	\$259.84	\$17,111.22	\$131,807.22	\$1,248.91
115	3/30/2044	5.24%	\$2,984.00	\$2,759.84	\$224.16	\$0.00	\$0.00	\$224.16	\$14,351.38	\$132,031.38	\$224.16
116	6/30/2044	5.24%	\$2,984.00	\$2,796.00	\$188.00	\$0.00	\$0.00	\$188.00	\$11,555.38	\$132,219.38	\$412.16
117	9/30/2044	5.24%	\$2,984.00	\$2,832.62	\$151.38	\$0.00	\$0.00	\$151.38	\$8,722.76	\$132,370.76	\$563.54
118	12/30/2044	5.24%	\$2,984.00	\$2,869.73	\$114.27	\$0.00	\$0.00	\$114.27	\$5,853.03	\$132,485.03	\$677.81
119	3/30/2045	5.24%	\$2,984.00	\$2,907.33	\$76.67	\$0.00	\$0.00	\$76.67	\$2,945.70	\$132,561.70	\$76.67
120	6/30/2045	5.24%	\$2,984.29	\$2,945.70	\$38.59	\$0.00	\$0.00	\$38.59	\$0.00	\$132,600.29	\$115.26
			\$313,627.24	\$181,026.95	\$132,600.29	\$0.00	\$0.00				



Council Agenda Report

Meeting Date: May 20, 2014

TO: City Council

FROM: Brian Nakamura, City Manager

RE: Consideration of a request from the Chico Creek Nature Center to defer quarterly loan payments for an additional two year period.

REPORT IN BRIEF:

At today's meeting, the City Council will consider a new request from the Chico Creek Nature Center to defer an additional two years of quarterly loan payments for the "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility, Chico Creek Nature Center, Inc." The Finance Committee, at its April 22, 2014, meeting, considered this request. Committee Member Stone was in favor of forgiving the loan, Committee Member Sorensen was not in favor of forgiving the loan, and Committee Member Gruendl was absent. As such, the request is forwarded to the City Council without a Committee recommendation.

Recommendation – That the City Council authorize the City Manager to execute a fourth amendment to the "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility, Chico Creek Nature Center, Inc." to either:

Option 1 – Loan Forgiveness – Forgive the Chico Creek Nature Center of its loan obligation, recognize the loan as an obligation of the General Fund, and reimburse Fund 347 – Zone I Neighborhood Parks from the General Fund.

or

Option 2 – Continue Deferral of Loan Payments for Two Additional Years and Adjust Interest Rate – Defer the quarterly loan payments that are due July 15, 2014 through April 15, 2016, without penalty, with quarterly payments resuming with the payment due July 15, 2016, and adjust the interest rate to 3.42 percent per annum beginning July 15, 2014, subject to periodic review and adjustment by the City.

or

Option 3 – Allow Interest Only Loan Payments and Adjust Interest Rate – Reset the accumulated interest and penalties to \$0, accept quarterly interest only payments on the current principal balance of \$181,026.95 for one year beginning with the payment due July 15, 2014, require any extension of interest only payments to be requested by the Nature Center in writing by April 1st annually, and adjust the interest rate to 3.42 percent per annum beginning July 15, 2014, subject to periodic review and adjustment by the City.

FISCAL IMPACT:

The "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility Chico Creek Nature Center, Inc." establishes quarterly loan payments, in the amount of \$3,397.43, due on the 15th of January, April, July, and October. The original loan amount was \$185,000 and the total annual loan payment is \$13,589.72. Loan payments not received within 15 days of the due date are to bear a penalty of additional interest at a rate of one-half percent (0.5%) per month which has been waived for the majority of the deferred payments.

Because the loan was made from a development impact fund, the City Attorney's Office advises that if the loan obligation were to be forgiven, the General Fund would be required to reimburse Fund 347 – Zone I Neighborhood Parks for the current principal balance plus accumulated interest, a total of approximately **\$205,539.71**.

Item 4.4.

If the two year deferral request is granted without penalty, and the interest rate is adjusted to 3.42 percent per annum, then the deferred payments will be added to the end of the amortization schedule and interest will continue to accrue.

If the loan's accumulated interest and penalties are reset to \$0 and an adjusted interest rate of 3.42 percent per annum is applied to the current principal balance of \$181,026.95, then the Nature Center's payments would be approximately \$1,547.78 per quarter (\$6,191.12 per year). The Nature Center would be required to request in writing by April 1st of each year to continue interest only payments or to advise that it can begin payments of both principal plus interest. The City may periodically review and adjust the interest rate in accordance with the City's actual rate of return on investment. An interest only payment would provide a small revenue stream to the City until such time as the Nature Center can resume full loan payments.

BACKGROUND:

The Nature Center leases property, including two City owned buildings, in Bidwell Park along East Eighth Street between Cedar Grove Picnic Area and the Deer Pen. As consideration for such use, and in lieu of the payment of rent, the Nature Center operates a nature museum and conducts educational classes and programs on nature and the environment for the benefit of the public. The lease was executed July 1, 1996, and terminates December 31, 2027.

One of the City owned buildings, the administration building, was destroyed by an arson fire in April 1998. By Council motion on November 10, 2005, the City Council approved a request from the Nature Center for a loan in the amount of \$185,000, bearing an interest rate of 5.24 percent per annum, to cover the balance of increased construction costs for the new exhibit and classroom facilities within the new building that were not covered by grant funds, insurance proceeds, or existing donations. It was the intention of the Nature Center to conduct fundraising activities to generate funds to make the loan payments and, in the event fundraising activities failed to generate sufficient funds, the Nature Center had agreed to use interest generated from its Paradise Community Foundation endowment as security for the loan to make the loan payments. Upon completion of construction the first loan payment was made July 15, 2008.

By letter dated March 29, 2010, after making four quarterly payments, the Nature Center requested a deferral of loan payments for three years due to unanticipated costs associated with the completion of the new facility which required the Nature Center to divert operating funds to capital expenses and to use the interest generated from its Paradise Community Foundation endowment for operating expenses, making the endowment funds that had been identified as security for the loan unavailable. At its April 27, 2010 meeting, the Finance Committee recommended deferral of the loan payments that were due July 15, 2009, through April 15, 2010, with associated penalties, and the deferral of the loan payments due July 15, 2010, through April 15, 2011, without penalty, but recommended that deferral of the third year of payments be considered following staff analysis of a business plan to be submitted by the Nature Center. At its May 18, 2010, meeting Council authorized the City Manager to execute Amendment No. 1 to the agreement subject to these conditions.

At its April 26, 2011 meeting, the Finance Committee recommended the third year of deferred loan payments (July 15, 2011, through April 15, 2012), without penalty, based on staff's review of the Nature Center's business plan which showed they were making progress toward financial stability and could potentially be in a position to resume quarterly loan payments in fiscal year 2012-13. Council approved the recommendation at its meeting of May 17, 2011, at which time Councilmember Holcombe suggested staff review the loan's interest rate relative to the City's actual rate of return on investment and that Council consider a future discussion regarding forgiveness of the loan. Council authorized the City Manager to execute Amendment No. 2 to the agreement subject to these conditions.

At its April 24, 2012 meeting, the Finance Committee considered the Nature Center's request for an additional three years of deferred loan payments (July 15, 2012 through April 15, 2015). In addition, as requested by Councilmember Holcombe, staff reviewed the City's actual rate of return on investment from July 2009 to February 2012 and found that it averaged 0.80 percent per annum. Using the City's standard practice of taking the rate of return on investment and adding one percent, staff recommended that the interest rate be adjusted from 5.24 percent per annum to 1.80 percent per annum to more accurately reflect the City's actual rate of return on investment. The Finance Committee recommended to Council that only a two year deferral be granted, through April 15, 2014, and that the interest rate be adjusted to 1.80 percent per annum retroactive to the payment due July 15, 2009. Council authorized the City Manager to execute Amendment No. 3 to the agreement subject to these conditions.

DISCUSSION:

By letter dated April 2, 2014 (Attachment A), the Nature Center has requested an additional two year deferral of loan payments, from July 15, 2014 through April 15, 2016. This is the third request made by the Nature Center to defer its loan payments and the quarterly payments have now been deferred for five years. With each deferral request the Nature Center has had plans in place to generate additional funding but has been unable to achieve the financial stability necessary to meet both its operating expenses and loan obligations.

The Nature Center reports that membership and visitor numbers have increased, it has expanded its classroom programs, expects to have one of their biggest summer camp programs ever, and continues to act as the visitor center for Bidwell Park. This has been achieved in spite of a change in the Board of Directors, another new Executive Director, and a reduction in community organization funding received from the City, from \$52,405 in FY 2010-11 down to \$34,487 in FY 2013-14. It is important to recognize that the changes being contemplated by the City for the FY 2014-15 community organization funding may further impact the Nature Center's operations.

The Finance Committee, at its April 22, 2014, meeting, considered this loan deferral request. Committee Member Stone was in favor of forgiving the loan, Committee Member Sorensen was not in favor of forgiving the loan, and Committee Member Gruendl was absent. As such, the request is forwarded to the City Council without a Committee recommendation.

Prepared by:



Deborah M. Collins, Management Analyst

Reviewed by:



Mark Orme, Assistant City Manager

Approved by:



Brian S. Nakamura, City Manager

DISTRIBUTION:

City Clerk (3)

ATTACHMENTS:

Exhibit "A" – Chico Creek Nature Center Letter

FILE: L-AGR-1-80-1-3 / G-CP-4-55-1

4/2/2014

Caitlin Reilly
Chico Creek Nature Center
1968 E 8th St
Chico, Ca 95928

Mark Orme
Assistant City Manager
The City of Chico
411 Main Street
Chico, Ca 95928

Dear Mr. Orme,

This letter is to request an extension of the current deferral on the loan between the City of Chico and the Chico Creek Nature Center. Let me start by saying that our membership and visitor numbers have increased, we have expanded classroom programs and expect one of our biggest summer camp programs ever. We are also providing a valuable service to the City by our Bidwell Park visitor support function.

Also, our doors and gates were open seven days a week last summer and are currently open to visitors Wednesday through Sunday each week. This is all in spite of cuts, a change in the Board of Directors and a new Executive Director. Our success cannot be expected to endure unless additional help is provided.

We will continue in our efforts to become more self-sufficient. That said, due to the reductions in City support (\$52,000 in 2010, \$34,487 in 2013, unknown this year), the Center has not been able to increase our fundraising efforts sufficiently to begin to pay back our City loan.

At this time servicing the loan would require us to substantially change our operations and drastically reduce the services that we provide. Such a requirement would also cripple our ability to grow our programs and fundraising efforts to a level that would sustain the Nature Center. Our current programs and fundraising are what stand between our continued operations and turning the keys over to the City.

Yes, we have come a long way and the Nature Center's position will improve over the coming years. With increased programming, fundraising and continued City support, it is my intention to be able to resume loan repayments in the 16/17 Fiscal Year.

Thank you, for your consideration.

Sincerely,

Caitlin Reilly
Executive Director
The Chico Creek Nature Center



City Council Agenda Report

Meeting Date: 6/2/2015

TO: City Council
 FROM: Mark Orme, City Manager
 RE: **Consideration of Chico Creek Nature Center Loan Modification**

REPORT IN BRIEF:

The City Council will consider several options related to a loan provided to the Chico Creek Nature Center that is currently in default. Options include forgiving the loan to deferring or calling the loan. At its May 20, 2014 meeting, Council authorized staff to prepare Amendment No. 4 to the agreement that would: (1) reset the accumulated interest and penalties owed for the period beginning July 15, 2009, through April 15, 2014, to zero (\$0) so that only the current principal balance of \$181,026.95 is owed; (2) adjust the interest rate from 1.80 percent per annum to 3.42 percent per annum from July 15, 2014 forward; and (3) establish interest only payments for one year beginning with the payment due July 15, 2014. Staff prepared Amendment No. 4; however, the CCNC did not agree with these terms and, as of the date of this staff report, has not signed the Amendment resulting in the loan falling into a default status.

RECOMMENDATION

That the City Council authorize the City Manager to execute an amendment to the "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility, Chico Creek Nature Center, Inc." to either:

Option 1 – Loan Forgiveness – Forgive the Chico Creek Nature Center of its loan obligation.

Option 2 – Loan Forgiveness with conditions – Forgive the Chico Creek Nature Center of its loan obligation with conditions as specified by the City Manager. Defer loan payments for a period not exceeding August 1, 2015 until successful negotiations on agreements conclude. If agreement is not reached, proceed with Option 4.

Option 3 – Defer Loan Obligations – Defer all payment of interest until July 1, 2016.

Option 4 – No Action – City Council takes no action and City Administration works with City Attorney's Office to proceed with available remedies specified through the agreements with the Chico Creek Nature Center.

FISCAL IMPACT:

The "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility Chico Creek Nature Center, Inc." establishes quarterly loan payments, in the amount of \$3,397.43, due on the 15th of January, April, July, and October. The original loan amount was \$185,000 and the total annual loan payment is \$13,589.72. Loan payments not received within 15 days of the due date are to bear a penalty of additional interest at a rate of one-half percent (0.5%) per month which has been waived for the majority of the deferred payments.

Because the loan was made from a development impact fund, the City Attorney's Office advises that if the loan obligation were to be forgiven, the General Fund would be required to reimburse Fund 347 - Zone I Neighborhood Parks for the current principal balance plus accumulated interest, a total of approximately \$205,539.71.

Item 4.2.

RE: Chico Creek Nature Center – Loan Modification
Meeting Date: 06/2/2015
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If the two year deferral request is granted without penalty, and the interest rate is adjusted to 3.42 percent per annum, then the deferred payments will be added to the end of the amortization schedule and interest will continue to accrue.

If the loan's accumulated interest and penalties are reset to \$0 and an adjusted interest rate of 3.42 percent per annum is applied to the current principal balance of \$181,026.95, then the Nature Center's payments would be approximately \$1,547.78 per quarter (\$6,191.12 per year). The Nature Center would be required to request in writing by April 1st of each year to continue interest only payments or to advise that it can begin payments of both principal plus interest. The City may periodically review and adjust the interest rate in accordance with the City's actual rate of return on investment. An interest only payment would provide a small revenue stream to the City until such time as the Nature Center can resume full loan payments.

BACKGROUND:

The Chico Creek Nature Center (CCNC) leases property, including two City owned buildings, in Bidwell Park along East Eighth Street between Cedar Grove Picnic Area and the Deer Pen. As consideration for such use, and in lieu of the payment of rent, the CCNC operates a nature museum and conducts educational classes and programs on nature and the environment for the benefit of the public. The lease was executed July 1, 1996, amended on July 21, 2005, and terminates December 31, 2027.

One of the City owned buildings, the administration building, was destroyed by an arson fire in April 1998. By City Council motion on November 10, 2005, the City Council approved a request from the CCNC for a loan in the amount of \$185,000, bearing an interest rate of 5.24 percent per annum, to cover the balance of increased construction costs for the new exhibit and classroom facilities within the new building that were not covered by grant funds, insurance proceeds, or existing donations. It was the intention of the CCNC to conduct fundraising activities to generate funds to make the loan payments and, in the event fund raising activities failed to generate sufficient funds, the CCNC had agreed to use interest generated from its Paradise Community Foundation endowment as security for the loan to make the loan payments. Upon completion of construction, the first loan payment was made July 15, 2008.

After making four quarterly payments, the CCNC requested a deferral of loan payments for three years due to unanticipated costs associated with the completion of the new facility which required the Nature Center to divert operating funds to capital expenses and to use the interest generated from its Paradise Community Foundation endowment for operating expenses, making the endowment funds that had been identified as security for the loan unavailable. The Finance Committee recommended deferral of the loan payments that were due July 15, 2009, through April 15, 2010, with associated penalties, and the deferral of the loan payments due July 15, 2010, through April 15, 2011, without penalty, but recommended that deferral of the third year of payments be considered following staff analysis of a business plan to be submitted by the CCNC. Subsequently Council authorized the City Manager to execute Amendment No. 1 to the agreement subject to these conditions.

The Finance Committee recommended the third year of deferred loan payments (July 15, 2011, through April 15, 2012), without penalty, based on staff review of the CCNC's business plan which showed they were making progress toward financial stability and could potentially be in a position to resume quarterly loan payments in fiscal year 2012-13. Council approved the recommendation at which time Councilmember Holcombe suggested staff review the loan's interest rate relative to the City's actual rate of return on investment and that Council consider a future discussion regarding forgiveness of the loan. Council authorized the City Manager to execute Amendment No. 2 to the agreement subject to these conditions.

In 2012 the Finance Committee considered the CCNC's request for an additional three years of deferred loan payments (July 15, 2012 through April 15, 2015). In addition, as requested by Councilmember Holcombe, staff reviewed the City's actual rate of return on investment and recommended that the interest rate be adjusted from 5.24 percent per annum to 1.80 percent per annum to more accurately reflect the City's actual rate of return on investment. The Finance Committee recommended to Council that only a two year deferral be granted, through April 15, 2014, and that the interest rate be adjusted to 1.80 percent per annum retroactive to the payment due July 15, 2009. Council authorized the City Manager to execute Amendment No. 3 to the agreement subject to these conditions.

By letter dated April 2, 2014, the CCNC requested an additional two year deferral of loan payments, from July 15, 2014 through April 15, 2016.

When the Finance Committee considered this request Committee Member Stone was in favor of forgiving the loan, Committee Member Sorensen was not in favor of forgiving the loan, and Committee Member Gruendl was absent. The request was forwarded to the City Council without a Committee recommendation.

At its May 20, 2014 meeting, Council authorized staff to prepare Amendment No. 4 to the agreement that would: (1) reset the accumulated interest and penalties owed for the period beginning July 15, 2009, through April 15, 2014, to zero (\$0) so that only the current principal balance of \$181,026.95 was owed; (2) adjust the interest rate from 1.80 percent per annum to 3.42 percent per annum from July 15, 2014 forward; and (3) establish interest only payments for one year beginning with the payment due July 15, 2014. Staff prepared Amendment No. 4; however, the CCNC did not agree with these terms and, as of the date of this staff report, has not signed the Amendment.

DISCUSSION:

Since the City and the Chico Creek Nature Center (CCNC) have not been able to execute a 4th amendment to modify the loan agreement as directed by Council, the CCNC is in default of the original loan agreement.

Based on the loan's history and the actions taken over the past years, there is high likelihood that the CCNC will not be able to ever repay the loan. The loan proceeds went into improving a building that is and will remain City property. At this point, the City must take a final action on whether to call the loan or forgive it. In March 2015, to minimize the impact on the City, the City Council approved the use of one-time, General Fund, carry over funds from 2013-14 to move the debt obligation from Fund 347 - Zone I Neighborhood Parks Fund to the General Fund. This still results in an accounts receivable; however, if the City forgives the loan, the City would not have to identify funds to cover the loan obligation in the neighborhood parks fund. City staff are requesting the City Council consider four options on resolving the loan.

Request from CCNC

The CCNC indicates that the City's decision to reduce community based organization funding in 2014-15 has created significant financial difficulties for the CCNC and in October 2014, the CCNC provided a written request to the City to reconsider the relationship between the City and the CCNC. The letter requested the City consider four options or an alternative if none of the four options were acceptable. The requested options include that the City:

- 1) assume the CCNC loan;
- 2) provide funding to CCNC for visitor services and the subsidizing of programs for local families;
- 3) provide the CCNC a place at the table when discussing Transient Occupancy Tax decisions; or
- 4) become a significant funder of the CCNC.

Alternative: the CCNC wants the City to fund the Bidwell Park visitor information services and the CCNC will then begin paying off the loan.

The nature of the request was more expansive than the City Council considered during the May 2014 meeting. Further, funds the City would provide to CCNC under option 2 would appear to be used to pay the loan which is essentially the City paying itself. As a result, this CCNC options do not appear to be viable option for the City.

City Proposed Options

City staff prepared several options for the City Council's consideration to either resolve the loan, continue the past practice of deferring the loan, or proceed with enforcement of the agreement default provisions. These options and considerations are provided below.

Option 1 – Loan Forgiveness – Forgive the Chico Creek Nature Center of its loan obligation.

City staff presented this option in May 2014. The loan was used to benefit City owned property, and an argument could be made that the City directly benefited by the expenditure of loan funds to improve the area leased by the CCNC. However, the recitals to the loan agreement indicate that the loan agreement was to cover the increased construction costs for the new exhibit and classroom facility at the CCNC, items that may not have been constructed but for the CCNC's intended use.

The current situation involves the CCNC not being able to make payments for over five years. Consequently, there is increasing likelihood that our external auditors will view the loan obligation as bad debt. The City Council's action in May 2015 to move the debt from Fund 347 - Zone I Neighborhood Parks to the General Fund as an account receivable provided a buffer to the City's operations as well as address the issues auditors may have had with bad debt. If the City had liquidated the loan prior to taking this action, the City would have had to identify sufficient funds to cover the debt. To the extent that it happens during a fiscal year, finding additional resources may impact operations.

Finally, eliminating the loan would also eliminate another complicated relationship that is unique among other lease agreements with non-profit entities.

Option 2 – Loan Forgiveness with conditions – Forgive the Chico Creek Nature Center of its loan obligation with conditions as specified by the City Manager. Defer loan payments for a period not exceeding August 1, 2015 until successful negotiations on agreements conclude. If agreement is not reached, proceed with Option 4.

Same explanation as provided in Option 1. The City has undertaken a review of City leases in order to establish a citywide policy governing leases and creating more consistency from one lease to another. Currently, the CCNC has a lease which expires in 2027. The City wishes to keep leases to no more than 2-3 years with voluntary extensions to 5 years until the City engages in a more thorough vetting of leases going over 5 years. Additionally, the City needs to strengthen records retention and audit provisions, establish more explicit performance standards, and introduce more comprehensive reporting requirements to leases. The loan situation with the CCNC offers a win-win solution where the City can forgive the loan while modifying its lease agreements to obtain changes meant to protect the City's assets and the viability of the organizations leasing the assets.

This option would provide the CCNC and City time to revise the lease agreement while retaining the ability to enforce loan provisions in the default situation.

Option 3 – Defer Loan Obligations – Defer all payment of interest until July 1, 2016.

This options continues the past practice of delaying the obligation. If this option is selected, the City would evaluate the CCNC's ability to operate as a going concern in order to better advise the City Council in addressing the loan in 2016.

Option 4 – No Action – City Council takes no action and City Administration works with City Attorney's Office to proceed with available remedies specified through the agreements with the Chico Creek Nature Center.

The agreements with CCNC include default provisions that may result in the City taking legal action on the loan note. Ultimately, this option would negatively impact the CCNC and result in the City buildings remaining vacant for the foreseeable future. Currently, the CCNC pays utilities and conducts basic maintenance to sustain the status quo of the facilities. The City would become responsible for these costs should the CCNC lose possession of the buildings.

CONCLUSION:

The options provided in this staff report should address the long standing deficiency in the Chico Creek Nature Center's (CCNC) performance on its loan and lease agreements. Actions taken previously buffer the City from an unforeseen financial impact from having to address the loan against the Neighborhood Parks Fund.

RE: Chico Creek Nature Center – Loan Modification
Meeting Date: 06/2/2015
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Opportunity exists for the City to revise the CCNC agreements to better meet the City's goals related to its property leases while also providing an opportunity for the CCNC to achieve its goal of being a viable organization.

Prepared by:



Chris Constantin, Assistant City Manager

Approved by:



Mark Orme, City Manager

DISTRIBUTION:

City Clerk (3)

ATTACHMENTS:

Exhibit A Letter from CCNC – October 25, 2014

Exhibit B Council Agenda Item – May 20, 2014

Exhibit A



Mark Orme
City Manager
City of Chico
PO Box 3240
Chico, CA 95927

Dear Mark,

Thank you for meeting with us to discuss funding issues related to the Chico Creek Nature Center. As usual, you were gracious, open, and listened to our concerns. You also asked that we present our case for funding and loan review.

The following is a synopsis of the 15-30 year relationship between the City of Chico and the Chico Creek Nature Center and its predecessors. Since there are no minutes of many of the discussions and none of the then existing Board members are still around, we have put this synopsis together using a combination of historical data written up by a former Executive Director, documents from the City's Web site and various notes collected and made a part of our records.

While we realize that the loan is a part of the public record and that others before me signed on the dotted line – perhaps without a careful read – we are certain that assumptions were made throughout this period involving continued support from the City of Chico. Budgets developed by a former Executive Director pointed to this. Regardless, the relationship between the City and the Center is more intertwined and complicated than has been addressed in past public forums.

So, as we understand it:

- a) The Nature Center has had a direct relationship with the City since 1982 when it was part of Altacal Audubon. The City has been a partner over the years and set aside a piece of Bidwell Park to establish a "nature center". Our records show that as far back as 1976, the Bidwell Wildlife Rehabilitation Center leased the present location for animal rehabilitation work and as a nature center.

- b) When the Janece Webb Live Animal Museum was built in the late 1980's and early 1990's, the City extended the sewer to the building at no charge and provided curb, gutter and sidewalk to the street side at no charge as it understood its interrelationship with the facility. Without that contribution, there would not have been a nature center building in Bidwell Park.
- c) Our records also show that, in 1990, the hire for the Executive Director position had "to go through the interview process with other candidates, since the position was paid in part from City funds, and as such had to be advertised as an equal employment opportunity". This certainly shows that a partnership existed.
- d) The City and the Nature Center formed a public/private partnership in the early 1990's to provide the official *Welcome and Information Center for Bidwell Park*. This is tangibly evidenced through the installation of the brown signs at CA-99 and CA-32 (still in place) directing traffic to the Bidwell Park Information Center on E. 8th Street.
- e) As early as 2000, the City intended to have a Bidwell Park Interpretive Center located within the Nature Center, as shown by enhanced facilities for the area specifically addressed in the City of Chico Bidwell Park Master Plan.
- f) The new Howard S. Tucker Hall, subject of the now infamous 'loan', was 2/3 funded by private donations, a grant and funds of the Nature Center. However, when the Nature Center came up short of funding, the City of Chico offered to loan the Nature Center the remaining \$185,000 (of a total building cost of \$550,000) out of its Parks and Recreation funds. Again, if you look at the Master Plan, you will see that the "visitor center" was a major component of the plan and that it involved a "Nature Center building", which later became known as Tucker Exhibit Hall.
- g) At the time of the loan, the total budget of the Nature Center was only around \$100,000 with \$60,000 of that coming from the City for funding the visitors and information center. One could certainly see from this arrangement that the Nature Center would repay the loan by giving back \$10,000 of the \$60,000 it received from the City of Chico each year. So in essence, the City entered into the agreement "channeling" General Fund money through the Nature Center to repay an enterprise Parks and Recreation enterprise account. Seeing that funds from the Transit Occupancy Tax and

other fees (enhanced by the presence of the Center) go into the General Fund, this made sense.

- h) This funding arrangement was a good deal for the Nature Center, but it was also a great deal for the City considering that the Nature Center came up with 2/3 of the funding for a City-owned facility.
- i) The Nature Center continues to provide free Bidwell Park visitor information services since our Tucker Exhibit Hall was designed and built for this purpose. In addition, we have continued to provide a report including statistics as recently as July of 2014 on the number of persons visiting the Center and their areas of interest in Bidwell Park. We currently get no compensation from the City for this service.
- j) If the City used its own resources for this type of visitors' services and facility upkeep, its costs would far exceed any past funding.
- k) When the City began to reduce funding and services in 2008, the Nature Center was forced to pick up the costs associated with maintaining Park areas around the Center. In fact, our lease stipulates the city will mow our facility grounds. It also says they will pay utilities for the barn (Tucker Hall is the stated replacement for the barn). While a commitment to Tucker Hall utilities is not explicitly stated anywhere, we certainly believe that this was implied.
- l) To this day, the Nature Center pays the maintenance costs, the insurance and the utilities on Howard S. Tucker Hall and Kristie's Nature Lab. While we are expected to pay all bills plus the loan, the building is effectively owned by the City and sits on City park property.
- m) Earlier this year, the former City Manager Brian Nakamura proposed that the City Council forgive the loan and repay the Parks and Recreation Fund from the City's General Fund. The Council rejected this proposal and insisted that the Nature Center resume payments on the loan. The Council appeared to refuse responsibility for any aspect of the Nature Center and seems to believe that they should receive City-related services in a City-owned facility at no cost. This very recent point of view is inconsistent with the decades of cooperation between the City and the Nature Center.

And, as if this weren't enough, we were recently informed that rest rooms in the newly completed Tucker Hall/Kristie's Nature Lab facility are not ADA compliant, after the City staff approved plan checks and inspections.

- n) The Nature Center has been trying to adapt to budget cuts from the City of Chico by expanding income producing programs and services and developing other revenue sources. While we have been successful in total amounts and have doubled actual revenues, these programs do not completely cover the Nature Center's overhead costs. While we have raised prices again this year, we still need to keep camp and school program costs down to an affordable level and in line with family and school district budgets or these revenues will decrease significantly and likewise the services provided.
- o) The Nature Center is three months into a crowd sourcing campaign to try to help replace funding lost with City budget cuts. While we have had some success, the Nature Center has raised less than 15% of the additional \$60,000 that we will ultimately need to maintain services.

Currently, the Nature Center is down to a minimal paid staff. The Executive Director, minimal hourly staff and a few volunteers are running all aspects of the Center. We have cut hours and are now open only Wednesday through Saturday. The Center can no longer afford to run on donations, so we charge a nominal admission price. This has caused some anger within the community wondering why a "city-owned facility must charge admission," and attendance numbers have dropped accordingly.

In an effort to create a win-win for both the City and the Nature Center, we would propose that:

1. *The City of Chico needs to assume the loan payments on Tucker Hall and Kristie's Nature Lab. After all, Tucker Exhibit Hall is "the museum of Bidwell Park". This building was designed and currently serves as the "Visitor and Information Center for Bidwell Park". Further, it was designed concurrently with the Bidwell Park Master Plan as a guide and the City needs to recognize this.*
2. *The City of Chico needs to continue to fund the Nature Center in exchange for providing visitor services and subsidizing programs for local families. This was certainly the intent when the original loan agreement, payment,*

and funding was set up and we feel that the City has a responsibility to honor it.

- 3. The Nature Center should have a place at the table when TOT decisions are made. Our function is no different than the Chamber of Commerce visitor function and we were told last year (2012-13) that discussions were under way to move us out of CDBG and into the TOT and economic development category. Instead the Center was cut out of both processes.*
- 4. While we understand that times are tough and that the General Fund is in arrears, we feel that the City has the same obligation to organizations that bring in revenue to the City whether they are large entities like the Chamber or smaller organizations like the Nature Center and our many arts related organizations.*
- 5. While we continue to increase our revenue stream and try to become more independent, the City needs to set an example by continuing to be a significant funder. We have always been partners and this relationship should not wane as we try to increase revenues and pull our organization out of the recession.*
- 6. If all else fails, we should go back to the original arrangement whereby the City funds our Bidwell Park visitor information services and we, in turn, continue payments to the City so we can pay off the loan to the Park Fund. That way, we get some of our funding and the City gets its debt reduced in the process.*

In summary, the Chico Creek Nature Center is asking the Chico City Council to recognize this long-time partnership as well as what the Center does and how much it contributes to the City's well-being. Our programs serve local citizens and our tourism services bring income to the area. WE would like the Council to recognize that they have a responsibility to support the Center in providing these services by making an ongoing funding commitment. We would like the Council to authorize \$25,000 this fiscal year and commit to \$20,000 next year and \$15,000 per year for the duration of our lease.

Sincerely yours,

/s/

Caitlin Reilly,
Executive Director

/s/

Don Krysakowski
Interim Board President



Exhibit B

Council Agenda Report

Meeting Date: May 20, 2014

TO: City Council
FROM: Brian Nakamura, City Manager
RE: Consideration of a request from the Chico Creek Nature Center to defer quarterly loan payments for an additional two year period.

REPORT IN BRIEF:

At today's meeting, the City Council will consider a new request from the Chico Creek Nature Center to defer an additional two years of quarterly loan payments for the "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility, Chico Creek Nature Center, Inc." The Finance Committee, at its April 22, 2014, meeting, considered this request. Committee Member Stone was in favor of forgiving the loan, Committee Member Sorensen was not in favor of forgiving the loan, and Committee Member Gruendl was absent. As such, the request is forwarded to the City Council without a Committee recommendation.

Recommendation – That the City Council authorize the City Manager to execute a fourth amendment to the "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility, Chico Creek Nature Center, Inc." to either:

Option 1 – Loan Forgiveness – Forgive the Chico Creek Nature Center of its loan obligation, recognize the loan as an obligation of the General Fund, and reimburse Fund 347 – Zone I Neighborhood Parks from the General Fund.

or

Option 2 – Continue Deferral of Loan Payments for Two Additional Years and Adjust Interest Rate – Defer the quarterly loan payments that are due July 15, 2014 through April 15, 2016, without penalty, with quarterly payments resuming with the payment due July 15, 2016, and adjust the interest rate to 3.42 percent per annum beginning July 15, 2014, subject to periodic review and adjustment by the City.

or

Option 3 – Allow Interest Only Loan Payments and Adjust Interest Rate – Reset the accumulated interest and penalties to \$0, accept quarterly interest only payments on the current principal balance of \$181,026.95 for one year beginning with the payment due July 15, 2014, require any extension of interest only payments to be requested by the Nature Center in writing by April 1st annually, and adjust the interest rate to 3.42 percent per annum beginning July 15, 2014, subject to periodic review and adjustment by the City.

FISCAL IMPACT:

The "Restated Loan Agreement for the Construction of New Exhibit and Classroom Facility Chico Creek Nature Center, Inc." establishes quarterly loan payments, in the amount of \$3,397.43, due on the 15th of January, April, July, and October. The original loan amount was \$185,000 and the total annual loan payment is \$13,589.72. Loan payments not received within 15 days of the due date are to bear a penalty of additional interest at a rate of one-half percent (0.5%) per month which has been waived for the majority of the deferred payments.

Because the loan was made from a development impact fund, the City Attorney's Office advises that if the loan obligation were to be forgiven, the General Fund would be required to reimburse Fund 347 – Zone I Neighborhood Parks for the current principal balance plus accumulated interest, a total of approximately **\$205,539.71**.

Item 4.4.

If the two year deferral request is granted without penalty, and the interest rate is adjusted to 3.42 percent per annum, then the deferred payments will be added to the end of the amortization schedule and interest will continue to accrue.

If the loan's accumulated interest and penalties are reset to \$0 and an adjusted interest rate of 3.42 percent per annum is applied to the current principal balance of \$181,026.95, then the Nature Center's payments would be approximately \$1,547.78 per quarter (\$6,191.12 per year). The Nature Center would be required to request in writing by April 1st of each year to continue interest only payments or to advise that it can begin payments of both principal plus interest. The City may periodically review and adjust the interest rate in accordance with the City's actual rate of return on investment. An interest only payment would provide a small revenue stream to the City until such time as the Nature Center can resume full loan payments.

BACKGROUND:

The Nature Center leases property, including two City owned buildings, in Bidwell Park along East Eighth Street between Cedar Grove Picnic Area and the Deer Pen. As consideration for such use, and in lieu of the payment of rent, the Nature Center operates a nature museum and conducts educational classes and programs on nature and the environment for the benefit of the public. The lease was executed July 1, 1996, and terminates December 31, 2027.

One of the City owned buildings, the administration building, was destroyed by an arson fire in April 1998. By Council motion on November 10, 2005, the City Council approved a request from the Nature Center for a loan in the amount of \$185,000, bearing an interest rate of 5.24 percent per annum, to cover the balance of increased construction costs for the new exhibit and classroom facilities within the new building that were not covered by grant funds, insurance proceeds, or existing donations. It was the intention of the Nature Center to conduct fundraising activities to generate funds to make the loan payments and, in the event fundraising activities failed to generate sufficient funds, the Nature Center had agreed to use interest generated from its Paradise Community Foundation endowment as security for the loan to make the loan payments. Upon completion of construction the first loan payment was made July 15, 2008.

By letter dated March 29, 2010, after making four quarterly payments, the Nature Center requested a deferral of loan payments for three years due to unanticipated costs associated with the completion of the new facility which required the Nature Center to divert operating funds to capital expenses and to use the interest generated from its Paradise Community Foundation endowment for operating expenses, making the endowment funds that had been identified as security for the loan unavailable. At its April 27, 2010 meeting, the Finance Committee recommended deferral of the loan payments that were due July 15, 2009, through April 15, 2010, with associated penalties, and the deferral of the loan payments due July 15, 2010, through April 15, 2011, without penalty, but recommended that deferral of the third year of payments be considered following staff analysis of a business plan to be submitted by the Nature Center. At its May 18, 2010, meeting Council authorized the City Manager to execute Amendment No. 1 to the agreement subject to these conditions.

At its April 26, 2011 meeting, the Finance Committee recommended the third year of deferred loan payments (July 15, 2011, through April 15, 2012), without penalty, based on staff's review of the Nature Center's business plan which showed they were making progress toward financial stability and could potentially be in a position to resume quarterly loan payments in fiscal year 2012-13. Council approved the recommendation at its meeting of May 17, 2011, at which time Councilmember Holcombe suggested staff review the loan's interest rate relative to the City's actual rate of return on investment and that Council consider a future discussion regarding forgiveness of the loan. Council authorized the City Manager to execute Amendment No. 2 to the agreement subject to these conditions.

At its April 24, 2012 meeting, the Finance Committee considered the Nature Center's request for an additional three years of deferred loan payments (July 15, 2012 through April 15, 2015). In addition, as requested by Councilmember Holcombe, staff reviewed the City's actual rate of return on investment from July 2009 to February 2012 and found that it averaged 0.80 percent per annum. Using the City's standard practice of taking the rate of return on investment and adding one percent, staff recommended that the interest rate be adjusted from 5.24 percent per annum to 1.80 percent per annum to more accurately reflect the City's actual rate of return on investment. The Finance Committee recommended to Council that only a two year deferral be granted, through April 15, 2014, and that the interest rate be adjusted to 1.80 percent per annum retroactive to the payment due July 15, 2009. Council authorized the City Manager to execute Amendment No. 3 to the agreement subject to these conditions.

DISCUSSION:

By letter dated April 2, 2014 (Attachment A), the Nature Center has requested an additional two year deferral of loan payments, from July 15, 2014 through April 15, 2016. This is the third request made by the Nature Center to defer its loan payments and the quarterly payments have now been deferred for five years. With each deferral request the Nature Center has had plans in place to generate additional funding but has been unable to achieve the financial stability necessary to meet both its operating expenses and loan obligations.

The Nature Center reports that membership and visitor numbers have increased, it has expanded its classroom programs, expects to have one of their biggest summer camp programs ever, and continues to act as the visitor center for Bidwell Park. This has been achieved in spite of a change in the Board of Directors, another new Executive Director, and a reduction in community organization funding received from the City, from \$52,405 in FY 2010-11 down to \$34,487 in FY 2013-14. It is important to recognize that the changes being contemplated by the City for the FY 2014-15 community organization funding may further impact the Nature Center's operations.

The Finance Committee, at its April 22, 2014, meeting, considered this loan deferral request. Committee Member Stone was in favor of forgiving the loan, Committee Member Sorensen was not in favor of forgiving the loan, and Committee Member Gruendl was absent. As such, the request is forwarded to the City Council without a Committee recommendation.


Prepared by:


Deborah M. Collins, Management Analyst

Reviewed by:


Mark Orme, Assistant City Manager

Approved by:


Brian S. Nakamura, City Manager

DISTRIBUTION:

City Clerk (3)

ATTACHMENTS:

Exhibit "A" – Chico Creek Nature Center Letter

FILE: L-AGR-1-80-1-3 / G-CP-4-55-1

4/2/2014

Caitlin Reilly
Chico Creek Nature Center
1968 E 8th St
Chico, Ca 95928

Mark Orme
Assistant City Manager
The City of Chico
411 Main Street
Chico, Ca 95928

Dear Mr. Orme,

This letter is to request an extension of the current deferral on the loan between the City of Chico and the Chico Creek Nature Center. Let me start by saying that our membership and visitor numbers have increased, we have expanded classroom programs and expect one of our biggest summer camp programs ever. We are also providing a valuable service to the City by our Bidwell Park visitor support function.

Also, our doors and gates were open seven days a week last summer and are currently open to visitors Wednesday through Sunday each week. This is all in spite of cuts, a change in the Board of Directors and a new Executive Director. Our success cannot be expected to endure unless additional help is provided.

We will continue in our efforts to become more self-sufficient. That said, due to the reductions in City support (\$52,000 in 2010, \$34,487 in 2013, unknown this year), the Center has not been able to increase our fundraising efforts sufficiently to begin to pay back our City loan.

At this time servicing the loan would require us to substantially change our operations and drastically reduce the services that we provide. Such a requirement would also cripple our ability to grow our programs and fundraising efforts to a level that would sustain the Nature Center. Our current programs and fundraising are what stand between our continued operations and turning the keys over to the City.

Yes, we have come a long way and the Nature Center's position will improve over the coming years. With increased programming, fundraising and continued City support, it is my intention to be able to resume loan repayments in the 16/17 Fiscal Year.

Thank you, for your consideration.

Sincerely,

Caitlin Reilly
Executive Director
The Chico Creek Nature Center

ATTACHMENT A



DATE: 10/15/15
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Dan Efseaff, Park and Natural Resource Manager
SUBJECT: 2015 Annual Report for the Wet Weather Plan

Report in Brief

On October 28, 2013, the BPPC adopted an Adaptive Wet Weather Plan. The plan describes the protocol for closing and opening trails to equestrians and bikes and for play at the Peregrine Point Disc Golf Course. The plan calls for an annual summary of activities. Staff anticipates a review of the program within 5 years. **Recommendation:** *Accept Annual Report and adopt the revised wet weather plan.*

Background

For many years, an informal method was used to determine whether trails in Middle and Upper Park were open to equestrians and mountain bicycles. On October 28, 2013, the BPPC adopted the Adaptive Wet Weather Plan (revised) (Chico 2014). The revised plan relies on weather data from the US Forest Service Chico weather Station (CHI) and a trail assessment to open the trails and course. The original procedure was first discussed at the 9/28/09 BPPC meeting and determines closures for trails (for equestrian and bicycle use, no restrictions are currently placed on pedestrians) and disc golf play during wet weather in Middle and Upper Bidwell Park.

The plan calls for an annual review of data to the BPPC summarizing the data collection, and providing recommendations. Chico (2013) notes that the annual summary should contain the following:

1. A summary of weather data and number of days closed each month,
2. A graphical display of rainfall events and trail closings, and
3. A graphical display of average daily temperature and trail closings.

Other information, especially related to compliance issues such as enforcement or educational efforts, may also be summarized in the report. Each annual report should also provide recommendations to the protocol and to improve compliance. This report reviews the data from 2014-2015 based on “water year” (October to September).

Data Collection

During the 2013-2014 season, park rangers conducted assessments of Upper/Middle Park trails and the Peregrine Point Disc Golf course to determine trail openings and closings. Data collected included: observer id; time; Chico weather station precipitation (available at the California Data Exchange, <http://cdec.water.ca.gov/>); rain forecast exceeding 70%; footstep imprints (Horseshoe Lake and Hwy 32/Disc Golf); comments, and trail/disc golf status (open or closed). At the end of the year, additional information was downloaded (daily average temperature, daily rainfall amount, and cooling degree day).

Results

We provide a monthly summary of trail closure dates and weather conditions (Table 1) and trail closures versus daily precipitation (PPT) and average temperature for both sites (Figures 3 and 4) from October 1, 2012 to September 30, 2013. The last monitoring report recommended this monitoring period (10/1 to the following 9/30). Table 2 summarizes precipitation and closing data between years.

Continuing for the trend, 2014-2015 was a dry year with fewer closures than in past years.

1. December (27) contained the highest number of closure days. Only November, February, and April had closures.
2. Like last year, we observed no statistical differences (p -value = 0.56, Paired T test) between closures on trails and at the Peregrine Point Disc Golf Course.
3. This amounted to a total of 7 closures that averaged 6.5 days with the longest at 30 days (end of November thru most of December).

Table 1. 2013-2014 Monthly Summary of Chico Weather Data and Trail Closures.

	Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Summary	Total
		10	11	12	1	2	3	4	5	6	7	8	9		
Days	In Month	31	30	31	31	28	31	30	31	30	31	31	30		365
	with PPT	4	9	16	2	5	2	5	1	1	0	1	0		46
	Rainfall > 0.25 in	1	6	9	0	3	0	4	0	0	0	0	0		23
	Road Closed	22	24	31	20	24	23	23	21	22	16	10	8		244
	Trails Closed	0	8	27	0	5	0	5	0	0	0	0	0		45
	PP Disc Golf Closed	0	10	27	0	5	0	4	0	0	0	0	0		46
														Ave	
	Ave. Daily Temp. (oF)	67	55	51	49	55	61	62	68	81	81	79	61		64.10
	Average CDD	8	1	0	1	1	4	6	9	21	22	20	17		9.20
	Ave. Daily Rainfall (in.)	0.04	0.09	0.32	0.00	0.12	0.01	0.06	0.00	0.00	0.00	0.00	0.00		0.054

Ave. = Average. CDD = Cooling Degree Day for 50 °F (average temp – 50). PPT = precipitation. Temp. = Temperature. UP = Upper and Middle Park Trails. PP= Peregrine Point/ Highway 32 trailhead and disc golf course area.

Table 2. Summary of Closures Between Years.

	Measure	2009-2010		2010-2011		2011-2012		2012-2013		2013-2014		2014-2015		Trend
		#	%	#	%	#	%	#	%	#	%	#	%	
Days	In Monitoring Period	242	100%	396	100%	365	100%	365	100%	365	100%	365	100%	
	With PPT	83	34%	97	24%	97	27%	55	15%	57	16%	46	13%	
	With PPT >0.25"	37	15%	43	11%	43	12%	28	8%	22	6%	23	6%	
	Upper and Middle Trails Closed	139	57%	148	37%	148	41%	72	20%	48	13%	45	12%	
	Peregrine Point Disc Golf Course Closed	131	54%	157	40%	157	43%	67	18%	47	13%	46	13%	
	Average Daily Rainfall (inch/day)	0.12		0.09		0.05		0.07		0.07		0.05		

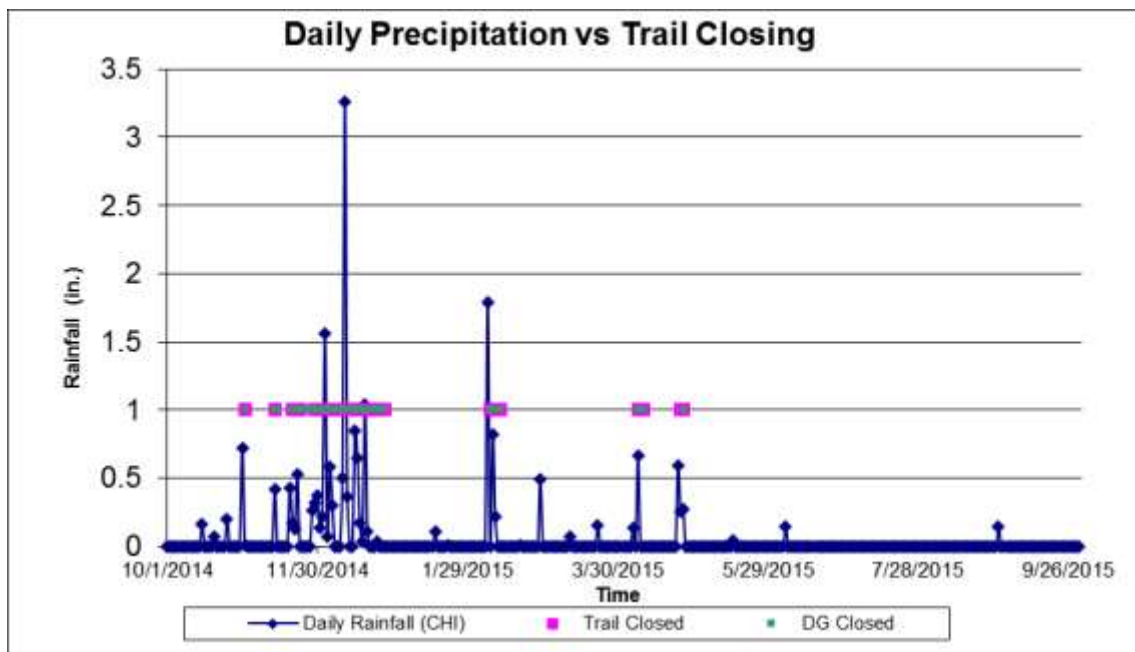


Figure 1. Graph of Trail Closures Versus Daily Rainfall Amounts.

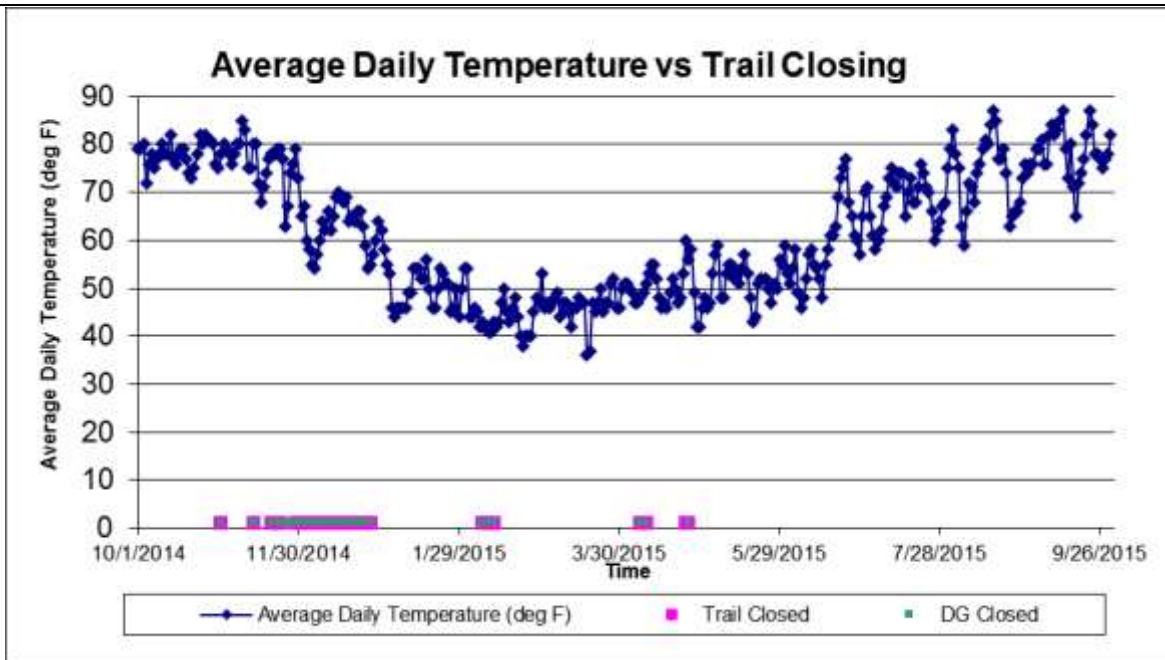


Figure 2. Graph of Trail Closure versus Average Daily Temperature.

Recommendations and Upcoming Actions

Staff recommends the following (some carried over from last year's report):

1. Continue to disperse trail status thru multiple modes (webpage, trail hotline, park signs, and the Park Division Facebook Page and Twitter Feed).
2. Continue education efforts (awareness of wet weather damage, wet weather options) and enforce (cite violators) closures when necessary. Staff needs to educate park visitors that the disc golf closure closes the disc golf course and restricts pedestrians to designated trails at Peregrine Point.
3. Protocol changes: approve a modified Wet Weather Plan that includes the following:
 - a. Link the trail and disc golf closures together to simplify the process and make for better consistency (trails and the disc golf course closed at the same time).
 - i. Since the 2011-2012 season, staff have found no statistical differences (using a paired T-test) between trail and disc golf closures (for example, in 2011-2012, $p = 0.32$). However, each of those years have been drier than average. To more completely evaluate the differences for wet years, we compared (paired T-test) closures of the trails versus the disc golf (removing any missing data from the comparison). The tests revealed only a suggestive difference between the closures of trails versus the course ($p < 0.08$). In both 2009-10 and 2010-2011, the course opened before the trails.
 - ii. The conditions at the course means that the area typically dries faster after storm events. Since 2009, the disc golf course is open on average 3.3 days more than trails. With no statistical and little practical advantage, staff sees little benefit to continuing separate assessments of trails and course (the assessments each take 15-30 minutes to complete).
 - iii. Therefore, staff recommends changing the protocol to allow for use of either the Horseshoe Lake or Peregrine Point trail assessment, but not both, to determine trail and course openings. The protocol allows for separate closure of areas if conditions warrant it (conditions include thunderstorms or inversions/fog over a long period that allow for Peregrine Point to dry). We anticipate those events to be relatively rare and for the most part the trails, road, and Peregrine Point Course closures will be linked.
 - b. Change the trail assessment imprint depth to imprints greater than 0.25" rather than the current 0.5".
4. Last year's report noted the goal to review and renew the Wet Weather Protocol by 2018. Staff have attached a revised Adaptive Wet Weather Trail Management Plan (**Attachment A**). We anticipate the next review by 2020 and the likely triggers for revision are likely the development of a Trails Plan, and changes to the Upper Park Road use policy. Findings from forthcoming Peregrine Point monitoring may also influence future consideration.

References

City of Chico. 2013. Adaptive Wet Weather Trail Management Plan (Revised 2013). Bidwell Park, Chico, California. October 15, 2013. Public Works Department, Parks Division. Chico, California.

Attachments:

- A) City of Chico. 2015. Adaptive Wet Weather Trail Management Plan (Revised 2015). Bidwell Park, Chico, California. December 3, 2015. Public Works Department, Parks Division. Chico, California.

Adaptive Wet Weather Trail Management Plan (Revised 2015)

Bidwell Park, Chico, California

December 2015



City of Chico

Public Works Department – Parks Division

411 Main Street
Chico, CA 95927

Phone: 530-896-7800
Fax: 530-895-4731

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Suggested citation:

City of Chico. 2015. Adaptive Wet Weather Trail Management Plan (Revised 2015). Bidwell Park, Chico, California. December 3, 2015. Public Works Department, Parks Division. Chico, California.

I. INTRODUCTION

In December 2009, the Bidwell Park and Playground Commission (BPPC) adopted the revised “Interim (Adaptive) Wet Weather Management Plan” (CESP 2009). The Parks Division applied the protocol from 2009 to 2011. As part annual report reviews, the BPPC adopted several recommendations including revisions to the protocol and development of a protocol to supersede original Interim plan (CESP 2009). This revision reflects those recommendations (October 2011, December 2012, and December 2015).

Bidwell Park contains over 50 miles of trails for recreation including hiking, running, horse back riding, and mountain biking (CESP 2009). A sustainable trail system provides quality recreational opportunities and access to Bidwell Park’s points of interest without diminishing the natural resources. Due to the nature of the soils in the park, and year-round heavy traffic from multiple uses, a plan is needed to mitigate and minimize damage to trails and natural resources.

CESP (2009) noted that when wet, trails with natural tread surfaces are “often subject to severe damage from trail users such as equestrians and mountain bikers. Horses and mountain bikes leave depressions and ruts in and around the trails, and compact soils leading to pools or channelization of runoff. Many trails in the park have been widened beyond what is necessary, and eroded down to bedrock, which has reduced vegetation coverage. “

The primary purpose of this plan is to outline a clear protocol to open and close Middle and Upper Park Trails and the Peregrine Point Disc Golf Course, in order to protect against resource degradation. This plan also outlines the procedures for public communication, monitoring, and developing recommendations.

We define wet weather trail closure as the prohibition of horses and bicycles on any trail due to wet soil conditions. During conditions that cause closures, we encourage pedestrians to use only designated trails (no off-trail use when wet). Similarly, we define the disc golf closure as prohibiting play on the Peregrine Point disc golf course and restricting pedestrians to designated trails.

The Plan is meant to complement the Bidwell Park Master Management Plan (EDAW 2008), Bidwell Park Trails Manual (Chico 2006), and the forthcoming Trails Plan (in progress) as an adaptive tool to manage wet weather use of Bidwell Park. As part of the adaptive management approach, we anticipate annual reports to the BPPC.

II. ENVIRONMENTAL SETTING

Bidwell Park and Chico experience a Mediterranean climate, characterized by hot, dry summers, and wet rainy winters. Approximately, 27 inches of rain falls annually with nearly all of it falling between December and April.

Steep slopes and thin soils characterize most of Upper and part of Middle Bidwell Park. Slopes on the ridges vary between 3-15%, with steeper slopes in the canyon between 30-50% (CESP 2009). While the soil depth and type varies greatly in Upper and Middle

Park, many areas have a shallow depth to bedrock of only 2-20 inches (CESP 2009). In contrast, Lower Park is relatively level with deep, loamy, alluvial soils that are much more resistant to erosion (and somewhat compaction). Elevations in the Park Range from 200 – 1600 feet above mean sea level (CESP 2009). Trails within the park meander through sensitive areas of annual grassland, oak woodland, and riparian vegetation with few of these trails designed for sustainable use. Bidwell Park is home to several endangered species and their critical habitat.

III. TRAIL CONDITIONS ASSESSMENT

Several revisions simplify the protocol outlined in CESP (2009); making it easier for the public to understand and for staff to apply. Assessments are conducted to close and to open the trails. To make the closure policy objective and transparent to the public, the closures will be based on publicly available data.

A. Protocol to Close Middle and Upper Park Trails and the Peregrine Point Disc Golf Course

Trail closures will follow the protocol depicted in Figure 1. When precipitation reaches 0.25 inch in any 24 hour period (from the CHI gauge, below), Middle and Upper Park trails and the Peregrine Point Disc Golf Course will be closed.

Wet weather trail closure prohibits horses and bicycles on any trail. During trail closures, we will encourage pedestrians to use only designated trails and promote the ethic to stay off muddy trails. Similarly, the closure at the Peregrine Point Disc Golf Course prohibits any bicycle, horse, or foot traffic on the course. Pedestrians will be restricted to designated trails that may be able to better accommodate wet condition use.

CESP (2009) acknowledges that emergency or special circumstances/events may warrant closure at the discretion of the parks' staff and that concept is retained in this revision. Note that Figure 1 also provides for a field assessment (explained further below) to determine the closure. The field assessment provides discretion for situations where weather conditions (cool temperatures, persistent light precipitation, high humidity, etc) may create wet trail conditions, but precipitation does not exceed the threshold.

Precipitation data available on the California Data Exchange Center web site (<http://cdec.water.ca.gov>) will be used (note: daily precipitation will differ than the total from any 24 hour period). The Chico (CHI) gauge placed at the USDA Experimental Forest is approximately 4.1 miles due south of Horseshoe Lake. This gauge will be used as a surrogate for the park even though elevation or field conditions on individual trails or parts of the course may be very different. Table 2 lays out the procedure noted in CESP (2009) for accessing the data.

Generally, the closure policy will be applied once a day before 11 am. However, Staff is provided discretion to close trails when the 24-hour precipitation total crosses the 0.25" threshold value and/or rain is forecasted.

Table 1. Standard Operating Procedure for Estimating Precipitation in Middle Park/ Horseshoe Lake Trailhead Area (CESP 2009).

<p>1. Navigate to http://cdec.water.ca.gov/cgi-progs/staMeta?station_id=CHI (or go to http://cdec.water.ca.gov/, select data plotter, and search for station “CHI”)</p> <p>2. The 9th sensor from the top of the page is described as “PRECIPITATION, ACCUMULATED, inches (hourly)(RAIN)SATELLITE”- click on the (hourly) icon.</p> <p>3. Record the latest value (in inches) in the first column “Rain- inches” and note the time of that reading.</p> <p>4. Click on the “earlier” icon and locate the entry 24- hours prior to the value from Step 3.</p> <p>5. Subtract the earlier value from the later value to obtain the depth of precipitation (in inches) for the previous 24-hour period. This value will serve as a best estimate for the amount of precipitation in the Middle Park/ Horseshoe Lake Trailhead area.</p> <p>Note: The CHI (Chico) station is located approximately 4.1 miles due south of Horseshoe Lake. This station represents the closest publicly accessible precipitation gauge to Middle Park/ Horseshoe Lake Trailhead.</p> <p>Chico- http://cdec.water.ca.gov/cgi-progs/staMeta?station_id=CHI</p> <table> <tr> <td>Station ID CHI</td> <td>Elevation 230' ft</td> </tr> <tr> <td>River Basin BUTTE CR</td> <td>County BUTTE</td> </tr> <tr> <td>Hydrologic Area SACRAMENTO RIVER</td> <td>Nearby City DURHAM</td> </tr> <tr> <td>Latitude 39.7120°N</td> <td>Longitude 121.7830°W</td> </tr> <tr> <td>Operator CA Dept. of Forestry</td> <td>Data Collection SATELLITE</td> </tr> </table>		Station ID CHI	Elevation 230' ft	River Basin BUTTE CR	County BUTTE	Hydrologic Area SACRAMENTO RIVER	Nearby City DURHAM	Latitude 39.7120°N	Longitude 121.7830°W	Operator CA Dept. of Forestry	Data Collection SATELLITE
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Latitude 39.7120°N	Longitude 121.7830°W										
Operator CA Dept. of Forestry	Data Collection SATELLITE										

Following any rain event, trails should remain closed for at least one day after the event and if there is a high (70% or higher) possibility of precipitation on that day (and thus no reason to field check the sites). If no footsteps within the trail tread are visible, the trails may be opened. Guidance for the plan notes that while staff will continue to evaluate and monitor site conditions, there will still be times when a judgment call has to be made based on both observations and data.

B. Protocol to Open Middle and Upper Park Trails and the Peregrine Point Disc Golf Course

While wet weather and a clear threshold (0.25” of precipitation) initiate the closure of trails and disc golf course, we should note that the trail opening is governed by the soil conditions.

Temperatures, relative humidity, saturated soils, plant water demand, day length, wind speed, and many other factors can influence the opening of the trails. For example, it may take several days and even weeks for the soil to dry sufficiently in January as opposed to less than a day for a mid-summer rainfall event, even though the precipitation amount may be the same.

The protocol may be summarized as follows:

1. If trails are closed and the rainfall event continued after the initial closure, the trails remain closed.
2. If the rain stopped in the previous 24 hours, but the forecast calls for a 70% or greater chance of precipitation, the trails remain closed.

3. If the forecast does not call for additional rainfall than a field assessment is conducted.

Once the trails are open, trail assessments (walk) will not be conducted until additional precipitation falls.

C. Assessment Routes

The Horseshoe Lake Assessment Route will be the primary way to assess conditions in the park. The Peregrine Point route has been retained as an alternative, but the intent is that the trails, road, and disc golf course closures are linked to the extent possible.

The protocol allows for closure of separate area if conditions warrant (example conditions include thunderstorms at Peregrine Point or fog in the valley and dry conditions at Peregrine Point over a long period). However, we anticipate those events to be rare.

If either assessment reveals more than 25% of the trail has puddles, mud, or the observer leaves imprints of more than 0.25 inches, then the trails and course remain closed. As soon as one of the threshold values is reached or exceeded, the observer may terminate the observation and make a determination without completing the route.

If less than 25 % of the trail matches these conditions and no imprints are greater than 0.25 inches, then the trails and Course are opened.

1. Middle and Upper Park Trail Assessment Route

From the Horseshoe Lake Trailhead, a park employee should walk along the Middle Trail and observe the impact of their footprints, then cross (down a connector trail) to Lower Trail and return to the parking lot (CESP 2009) (Appendix A).

In the short-term, Staff will retain the current assessment route, but would like to explore a new route and report back to the BPPC on any suggested route changes. The new route may be recalibrated (the 25% rule modified). For example parts of the existing trail are damp during most of the wet season, while other areas are on rock that does not make an imprint even if completely saturated.

Time to complete Task: 5- 30 minutes (600 meter walk)

2. Peregrine Point Disc Golf Course Assessment Route

The revised wet weather plan (Chico 2013) provides an assessment route on the long course (Appendix A). The new route follows course fairway paths and trails and can be described as follows:

From the Disc Golf kiosk, a park employee should walk toward the Tee area for Hole 1, proceed west down Hole 1 past the pin to Hole 2 and continue north on the fairway path to the pin and observe the impact of their footprints. The employee should then cut over to Hole 14 and follow the path to 15, 16, 17, and 18 returning to the kiosk area.

Time to complete Task: 10 - 25 minutes (800 meter walk)

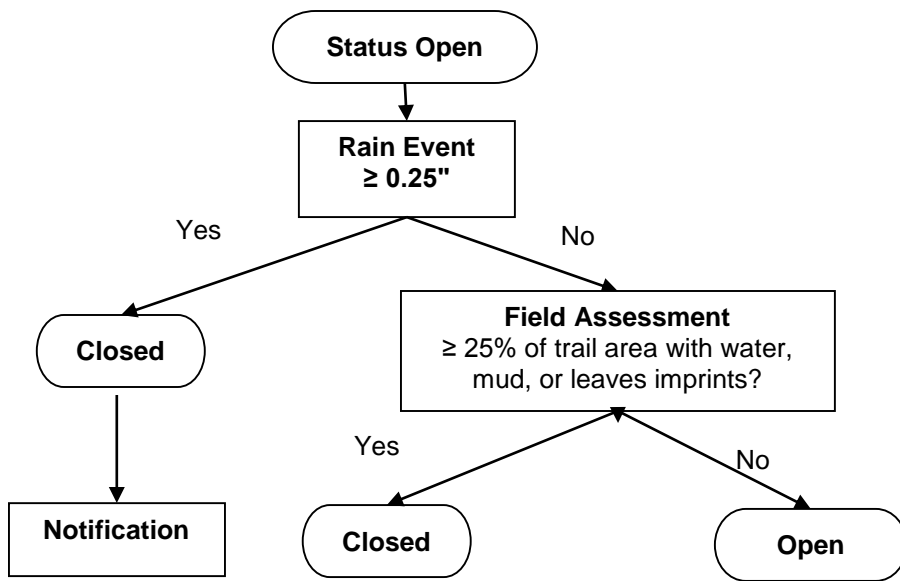


Figure 1. Revised Trail/Disc Golf Closing Procedures.

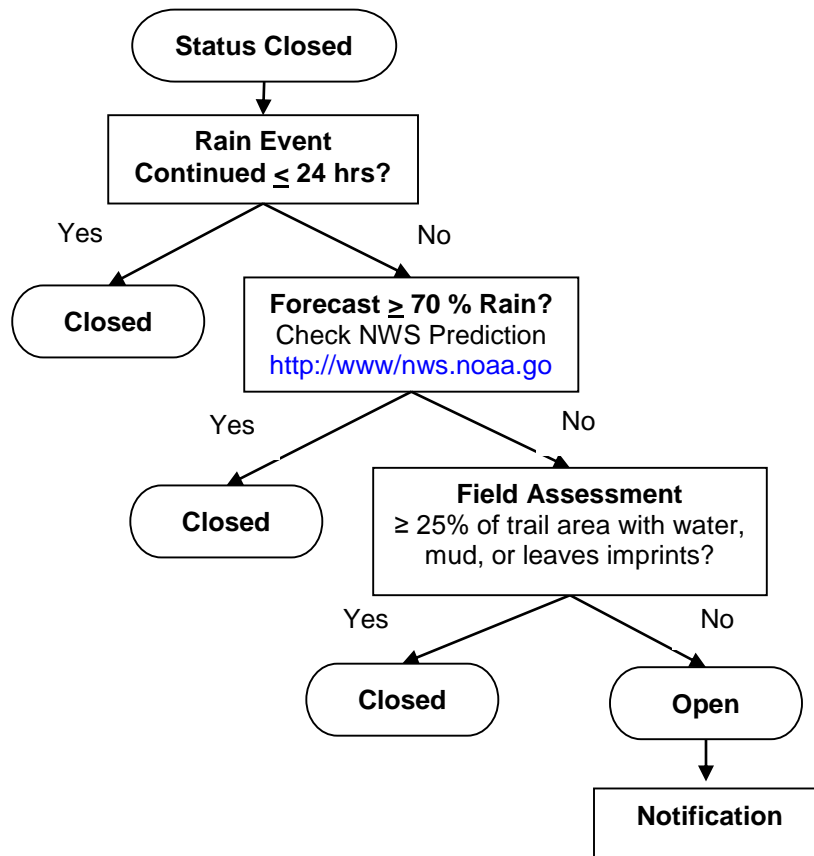


Figure 2. Revised Trail/Disc Golf Opening Procedure.

D. Wet Weather Policy for Upper Park Road

Historically, the unpaved portion of Upper Park Road (past Parking Lot E/Horseshoe Lake) is closed during and following inclement weather. Upper Park Road is closed on Sundays and Mondays to vehicles.

Upper Park Road is a thinly graveled surface with poor drainage in places. During and after rain events, vehicles on the road cause considerable damage (rutting) and can slide off the road. To ensure safety, protect against road degradation and reduce costs associated with maintenance Upper Park Road is closed when wet.

When trails are closed, park users are allowed on Upper Park Road for recreational activities. For purposes of the code, Upper Park Road is considered a trail when the road is closed to vehicles; however, horses and bikes are permitted to use Upper Park Road.

The current policy may be articulated as follows:

1. The gate at the Diversion Dam will be seasonally closed from November 1st to April 30th annually.
2. An assessment of road conditions should occur daily during wet conditions, before 7:30 am.
3. When more than 0.25 inches of precipitation falls within a 24-hour period or if tire impressions are evident while driving on the road, the road shall be closed to vehicles.
4. If the National Weather Service indicates a 70% chance or greater of precipitation that day, the road will be closed to vehicles.
5. The Road will remain closed to vehicles (open to pedestrians, bikers, and equestrians) when Upper Park trails are closed.
6. To open, the surface should be firm with few puddles present.
7. In addition, emergency, weather damage, or special circumstances or events may warrant closures at the discretion of Parks Staff.

The policy tracks fairly closely with the current trail closure, except that conditions typically dry more rapidly than the trails and the road opens earlier. Item number 5 is new and based on BPPC direction following the 2011-2012 review.

We recommended modification of the protocol so that the opening of Upper Park Road is tied into the trails assessment. In other words, when Middle and Upper Park Trails are closed to bikes and equestrians, the Upper Park Road is closed to vehicles. Reasons for this change include:

1. Consistency and easier communication to the public.
2. When the trails are closed, more bikes and equestrians use Upper Park Road; removing cars may improve safety and trail closure compliance (some offenders say that they did not feel safe on the road and use the trails).
3. Allows for more centralized access points: Minimizes use of parking areas deeper in the Park (i.e. Bear Hole), when trails are wet, and removes the temptation to bring in a bike in a vehicle to access closed trails in Upper Park.

Note that in the past year, damage to the road closed it for a significant part of the year, and we could not do a meaningful comparison. However, for the previous 433 day monitoring period (2011-12), we experienced only 2 days (3/23-3/24/12) in which the trails were closed and the road was opened. We began collecting data during the 2011-2012 monitoring period, and cannot compare the road and trail closures during past years. We anticipate that the discrepancy between the trails and road closures would have been greater in wetter years such as 2010-2011, although the gate closure on Sundays and Mondays would minimize the effect.

E. Notification

Once the trail status changes, staff will update:

1. Trail status signs throughout the park (Appendix A).
2. Administrative staff who often get calls from the public on trail status.
3. The trails hotline (530) 896-7899
4. The Bidwell Park webpage –
http://www.chico.ca.us/General_Services_Department/Park_Division/Bidwell_Park.asp
5. The Park Division Facebook Page (<http://www.facebook.com/CityofChicoParks>) and Twitter Account (<https://twitter.com/ChicoParks>).

F. Monitoring, Data Collection, and Reporting

Park rangers conduct regular assessments of Upper/Middle Park trails and the Peregrine Point disc golf course to determine trail openings and closings. Data collected included: observer id; time; Chico weather station precipitation (available at the California Data Exchange, <http://cdec.water.ca.gov/>); rain forecast exceeding 70%; footstep imprints; comments, and trail status (open or closed). The data from the US Forest Service Station (using the query tool and station CHI) is downloaded as a CSV (Comma Separated Values) text file and open file in Excel, following prompts to place values in columns.

The Rangers and Natural Resource Manager enters a number of factors for the analysis and to develop the summary tables (an Excel Spreadsheet). The data collected include:

- Date, Month, Day of week
- Employee number (Emp_No),
- Time assessment recorded (Start_Time),
- Average Temperature (Ave_Temp),
- Cooling degree Day (cdd_50),
- Precipitation Daily (PPT_CHI_daily) and in the last 24 hours (PPT_CHI_24),
- Forecasts that indicate a better than 70% of precipitation (chi_forecast),
- Imprints from Horseshoe Lake and Peregrine Point assessment (HL_footsteps, and PP_footsteps),
- Open or closing of Trail (Trail_status), road (Road_Status), and disc golf (PP_status).
- Date of last precipitation and number of days that trails are closed,
- Comments,

- Indicator variables for temperature, precipitation that day, precipitation that exceeds 0.25“, wet_season, month number.

Many of the items above are calculated values from the downloaded or collected data. Analysis (ANOVA, paired t-test, regression as appropriate) will be completed using MINITAB statistical software importing the Excel spreadsheet.

Since the original protocol, staff evaluated several questions related to the protocol (for example, whether there was a statistical difference between field collected data and the weather station data at the Chico airport). Over time, we anticipate the analysis to become more routine (for example, just a simple reporting of the number of days that trails were closed each month). The annual summary should contain the following:

1. A summary of weather data and number of days closed each month,
2. A graphical display of rainfall events and trail closings, and
3. A graphical display of average daily temperature and trail closings.

Other information, especially related to compliance issues such as enforcement or educational efforts, may also be summarized in the report. Each annual report should also provide recommendations to the protocol and to improve compliance. Recent annual reports have shed some light on a predictive “Rule of Thumb” (Appendix B that provides insight into closures and time of year).

IV. CONCLUSION

This plan is an evolution of the Interim Plan initiated in 2009 (CESP 2009). This plan has been developed with considerable public input and is intended to be modified as information is developed and will be assessed and updated as needed. The plan provides the closure rationale to the public and we have experienced increased wet-weather compliance. The annual reports will provide an opportunity to check on the protocol and revised as necessary.

V. REFERENCES

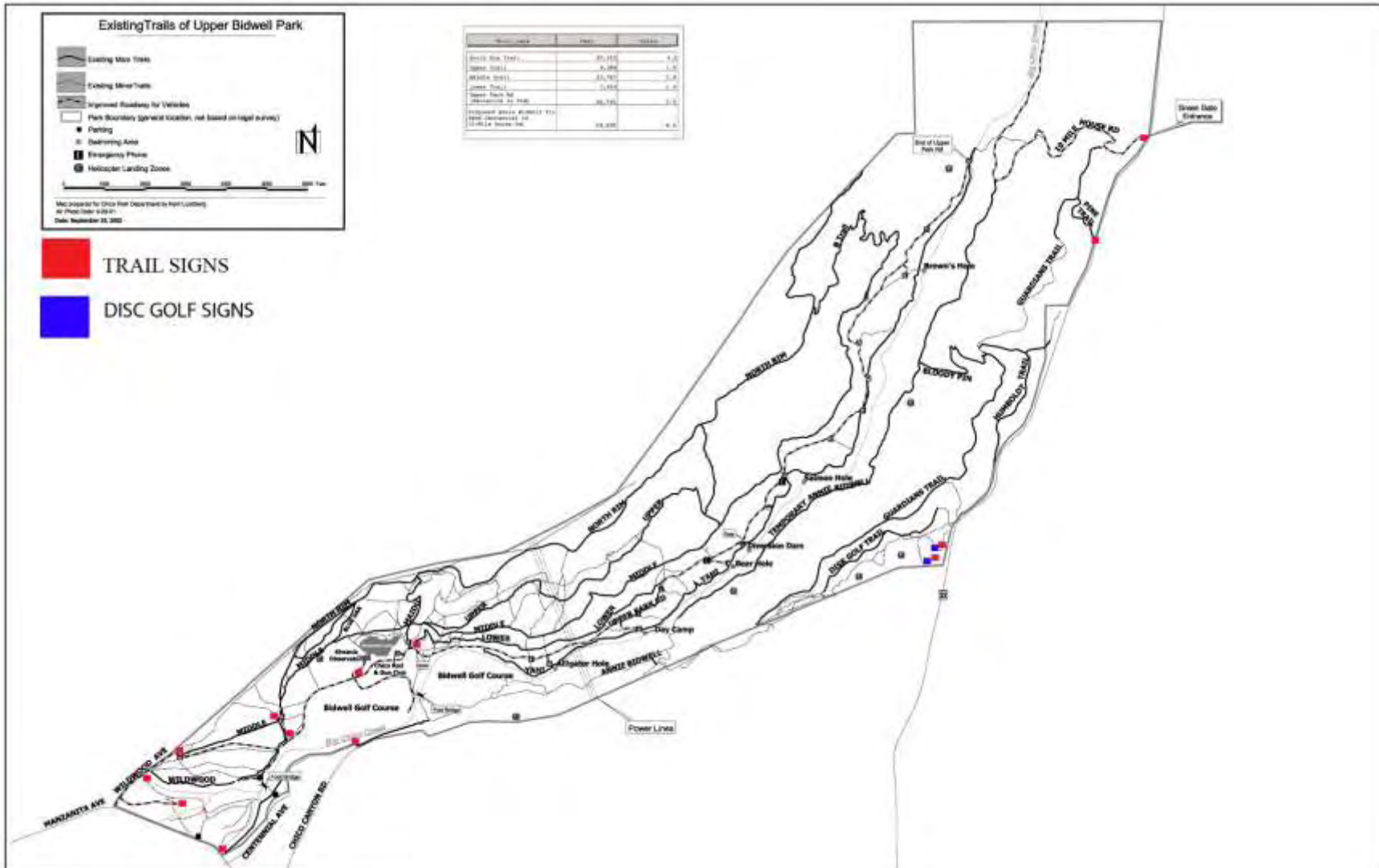
[CESP] Chico Environmental Science and Planning. 2009. Interim (Adaptive) Wet Weather Management Plan. Prepared for City of Chico, General Services Department, Parks and Open Space Division. December, 2009. Chico, California.

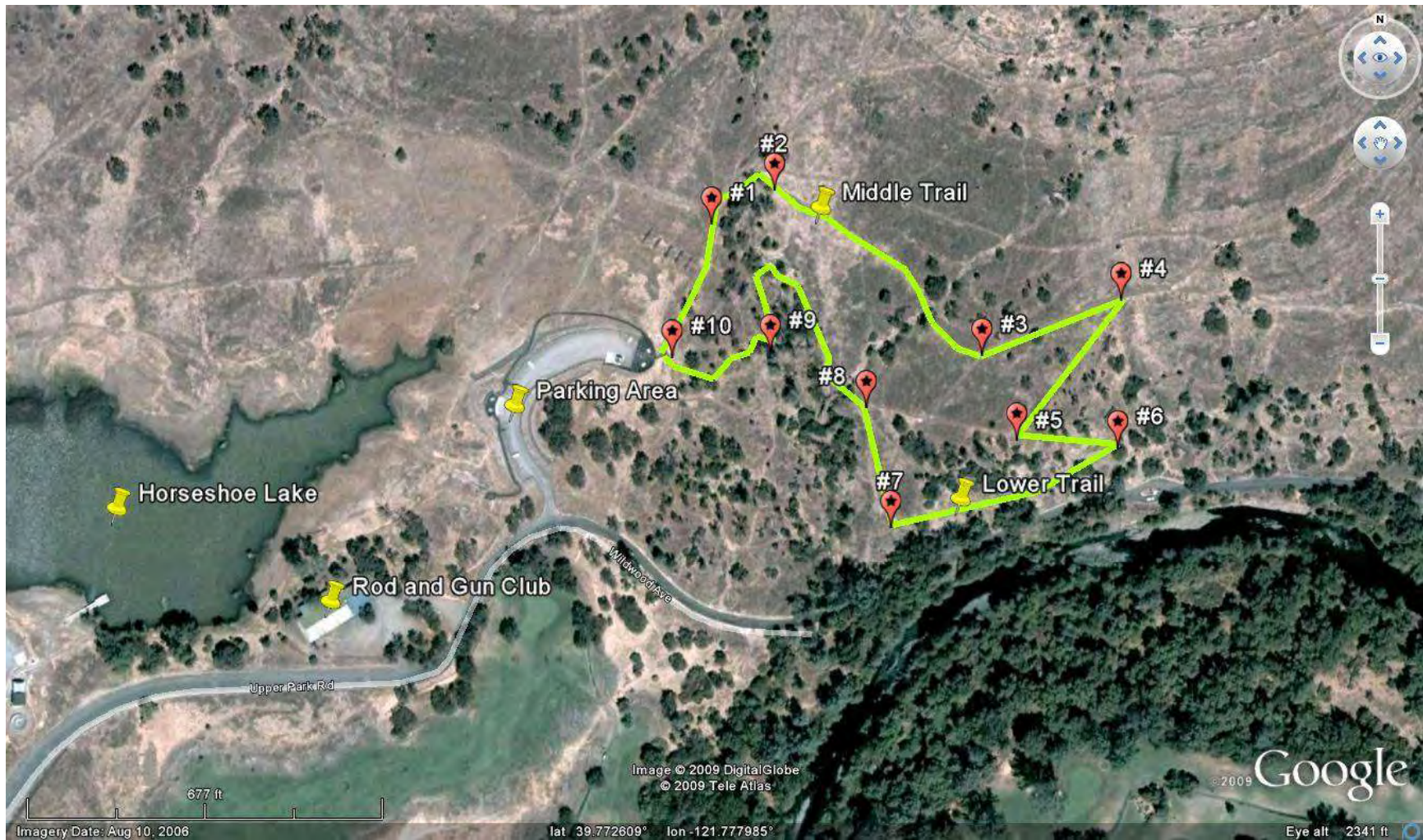
www.cdec.water.ca.gov

www.nws.noaa.gov

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Appendix A. Maps. 1) Trail Signs and Assessment Routes for 2) Trails and 3) Peregrine Point.





Course Assessment Route, Peregrine Point Disc Golf Course

Tree Canopy in Fairways at Peregrine Point Disc Golf Course



Appendix B. Predictions.

In the 2013-2014 report, staff noted that the criteria for closing the trails is simple, objective and easy to apply (rainfall exceeds 0.25”); however the criteria for opening is subject to additional variables (weather conditions (temperature, wind, cloud cover, humidity, soil conditions, ground saturation, day length, water demand of plants, etc.) and is not clear cut.

Staff suggested some “rules of thumb” may help the public understand when the trails might open, and developed an analysis to help park users understand some of the differences between evapotranspiration and months of the year (see below). For example, 0.25” of rain in January will take approximately 6 days to dry out, while in comparison it takes less than a day to dry out during the summer months.

LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Trend
CHICO EXPERIMENT STN	1.26	2.13	3.82	5.63	8.28	10.11	11.48	9.71	7.36	4.46	2.09	1.3	
Analysis													
Ave. Evaporation per day	0.041	0.076	0.123	0.188	0.267	0.337	0.370	0.313	0.245	0.144	0.070	0.042	
Ave PPT (inches)	5.00	3.70	3.62	1.61	0.71	0.39	0.04	0.16	0.55	1.50	3.54	3.90	
Ave. PPT per day (inches)	0.16	0.13	0.12	0.05	0.02	0.01	0.00	0.01	0.02	0.05	0.12	0.13	
Ave. Days to evaporate Ave.Rainfall	3.97	1.74	0.95	0.29	0.09	0.04	0.00	0.02	0.07	0.34	1.70	3.00	
Ave. Days to evaporate 0.25 inch	6.15	3.29	2.03	1.33	0.94	0.74	0.68	0.80	1.02	1.74	3.59	5.96	
Notes: Data from average evaporation pan measurements from 1905 - 2005. These estimates are 0.7-0.8 of the expected evaporation from the surface. http://www.wrcc.dri.edu/htmlfiles/west													

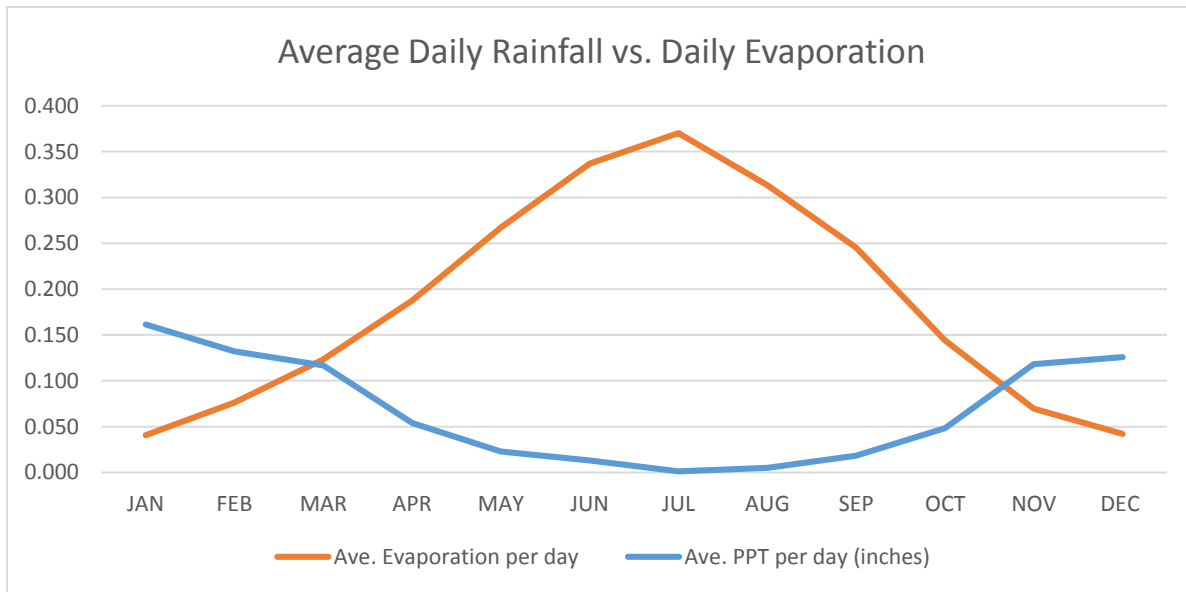


Table B-1. Rough Rule of Thumb.

Season	If trails are closed today in _____	It will take roughly _____ to open
Wet	January or December	1 week
	February or November	3-4 days
	March, April, or October	2 days
Dry	May thru September	1 day



DATE: 11/5/15
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Dan Efseaff, Park and Natural Resource Manager
SUBJECT: Parks and Street Trees and Public Landscapes Report (October)

NARRATIVE

1. Updates

- a. Rose Garden – CARD will begin breaking ground for the rose garden in the next few weeks. Construction will continue into 2016. One of the first steps will be the removal of large non-native trees along the path. This work complements the removal of smaller invasive plants in the area.
- b. Downtown Chico Business Association (DCBA)– In 1994, the City Council granted a franchise to the DCBA allowing the exclusive use of a portion of the City streets within the downtown area that is bound by 1st, 6th, Salem and Wall streets, excluding City Plaza and the City hall complex for their annual events. Since many of their events include reserving the City Plaza, the DCBA requested modifications to the franchise to include the City Plaza in the franchise area. This will streamline the process so that they can submit the permits for the street and Plaza events and pay the franchise and park permit fees at the same time. The City Plaza permit applications will be forwarded to the Park Division and the Commission, if applicable, for final review and approval. The City Council will be considering the amended franchise ordinance at its 11/3/15 meeting.

2. Planning/Monitoring

- a. Comanche Creek – planning continue on the efforts to open the area to the public. The removal of ailanthus and other non-native woody plants began in an effort to clear the site for a native grass planting. Staff anticipates a

3. Maintenance Program

Staff continues daily cleaning and safety inspections of all recreation areas including: grounds, playgrounds, picnic sites, roads and paths, coupled with daily cleaning and re-supplying of all park restrooms. Maintenance and repair of park fixtures, daily opening of gates, posting reservations, unauthorized camp clean up and the constant removal of graffiti from all park infrastructure.

- a. Lower Park: Staff completed the Sycamore pool dam gate and fish ladder settings for the winter season. We are finally able to start the cleanup of down trees and brush in Lower Park, crews have started at the One Mile area and are moving east down the south side of the park. Staff have supported the alliance work force projects with loader operations.
- b. Upper Park: Staff has responded to several downed trees for clearing and cleanup on the various trails in Upper Park. We have replaced both the gate stop posts on Upper Park road the first due to theft and the second due to being hit and broken off.
- c. Various Green way Locations: Park staff in conjunction with Tree staff, ACS and the CCC have worked to prepare Comanche Creek greenway for the upcoming bridge and bike and hike trail.
- d. Upcoming Projects: Volunteer support at Comanche creek, help elevate Triangle Park for seeding, Replace damaged and out of date signs throughout the park.

4. Ranger and Lifeguard Programs

- a. Staff and rangers met with the newly formed TARGET team to discuss non-compliance and safety issues in the park. Vegetation sight lines were discussed and plans formulated to address site specific issues. Rangers are excited and appreciative of the collaborative effort and working relationship with CPD and specifically the TARGET Team.
- b. In early October, rangers and police caught a local tree contractor dumping tree cuttings in the Lindo Channel Greenway. The driver was cited for destruction of city property (cutting a lock off a bollard), having a vehicle in a

prohibited area, and dumping/littering in the channel. Additionally, a complaint was filed with California State Contractor's Board regarding the incident.

c. Significant Incidents –

i. Clean up fees - the Jessie Kohen Memorial Fund Halloween Hustle used spray chalk markings on the course for their 10/31/15 run. No such markings are allowable for events and the organizers will be charged clean-up fees. The materials used required a pressure washer for removal.

ii. 2. Rangers discovered a variety of chemicals and unknown substances while on routine patrol at Tiechert Ponds in mid-October. The Haz-Mat squad of Chico Fire Department responded to identify the substances. Public Works personnel removed the substances and transported them to the Household Hazardous Waste facility by the airport.

iii. 3. A male transient was found dead at Depot Park early on the morning of November 2nd. A cause of death was not immediately known.

5. Street Trees and Landscapes

a. Lost Park Trees– in the last Division report, we noted that the oak trees, would be cut but not treated as to allow re-sprouting. Unfortunately, the contractor did not complete the work in this manner. While the stumps were not treated, they were ground. If there are any re-sprouts, they will remain.

MONTHLY SUMMARY TABLES

Table 1. Monthly Volunteer Hours

Park and Greenway Volunteer Activities, October 2015						
Date	Location	Agency	# of	Tasks	Total Hours	Leader's Name
All of October	Various	Alliance for WorkForce	8	Fuels Reduction	1280.00	Shane Romain
All of October	Various	FOBP	1	surveying invasives	16	Susan Mason
10/1/2015	Humboldt Neighborhood Park	CNPS/Park Div	3	removing arundo	5	Heidi Ortiz
10/2/2015	Humboldt Neighborhood Park	CNPS/Park Div	6	removing arundo	28	Heidi Ortiz
10/2/2015	Comanche Creek Greenway	FCCG	3	planning restoration planting	3	Emily Alma
10/3/2015	South 1 Mile	Parks Div/CAVE	15	Invasive Removal	45	Shane Romain
10/6/2015	Humboldt Neighborhood Park	CNPS/Park Div	5	removing arundo	24	Heidi Ortiz, Susan
10/7/2015	Comanche Creek Greenway	FCCG/PG&E	35	preparing hedgerow fenceline	112	Janet Ellner
10/8/2015	Sierra Nevada Brewery office room	FCCG/Sierra Nevada Brewery	4	planning oak restoration at CCG	4	Mandi McKay
10/10/2015	South 1 Mile	Parks Div/CAVE	14	Invasive Removal	42	Shane Romain
10/10/2015	Sycamore Restoration Area	FOBP/CAVE	11	Invasive Removal	33	Susan Mason
10/11/2015	CCG	FCCG	11	removing cement, brush, trash	33	Susan Mason
10/14/2015	Comanche Creek Greenway	FCCG/Sierra Nevada Brewery	5	planning irrigation installation	10	Janet Ellner
10/22/2015	Municipal Services Center	FCCG/BNA	5	HPR grant planning	5	n/a
10/23/2015	CCG	FCCG/Christbridge Ministries	5	removing trash	15	Jim Secola
10/4/2015	Upper Bidwell Park	BEC	15	Watering Seedling Oak Trees	30	Danielle Baxter
10/11/2015	Upper Bidwell Park	BEC	9	Watering Seedling Oak Trees	18	Danielle Baxter
10/6/2015	Humboldt Neighborhood Park	CNPS/Park Div	5	removing arundo	24	Heidi Ortiz, Susan
10/10/2015	Sycamore Restoration Area	FOBP/CAVE	10	removing invasives	31	Susan Mason
10/11/2015	Lost Park	FOBP/CAVE	12	removing invasives & trash	36	Michael Bruhn
10/15/2015	South 1 Mile	Youth for Change	5	planter weeding	10	Shane Romain
10/15/2015	Sycamore Restoration Area	FOBP/CAVE	7	removing invasives	21	Susan Mason
10/16/2015	Lindo Channel	CNPS	2	removing trash	5	Susan Mason
10/17/2015	Lindo Channel	CNPS	1	removing trash	2	Susan Mason
10/17/2015	South 1 Mile	Parks Div/CAVE	8	removing invasives & trash	24	Shane Romain
10/18/2015	Sycamore Restoration Area	FOBP/CAVE	7	removing invasives	21	Susan Mason
10/21/2015	Lost, Annie's, South 1 Mile	Parks Division	100	various projects	300	Shane Romain
10/23/2015	Yahi Trail	Parks Division/College Plus	12	removing trash	24	Shane Romain
10/23/2015	North & South One Mile	FOBP/CAVE	8	removing invasives	23	Susan Mason
10/25/2015	Sycamore Restoration Area	FOBP/CAVE	9	removing invasives	27	Susan Mason
10/27/2015	9th and Hazel	Klean Kanteen	10	removing invasives	30	Susan Mason
				TOTAL HOURS	2281.00	

Table 2. Monthly Public Permits

Date	Location	Organization	Event	Participant #
10/03/2015	City Plaza	Chico Toy Museum	Yo-Yo Contest	1000
10/03/2015	Upper Park	Bidwell Bump Races	Mountain bike races	200
10/03/2015	1 Mile	North Valley Community Foundation	Buddy Walk	1000
10/04/2015	Council Ring	God Squad	AA Meeting	50
10/10/2015	City Plaza	AFPS Out of the Darkness	Suicide Prevention Awareness	500
10/11/2015	Council Ring	God Squad	AA Meeting	50
10/11/2015	Upper Park	Chico Running Club	Trail Run	150
10/11/2015	1 Mile	Inspire Foundation	Inspire 5K Fun Run	250
10/17/2015	City Plaza	You Know You're From Chico...	Community Festival	1000
10/17/2015	1 Mile	American Cancer Society	Making Strides Against Breast Cancer	1500
10/18/2015	Council Ring	God Squad	AA Meeting	50
10/23/2015	City Plaza	Results Radio	Pumpkinhead Contest	300
10/24/2015	1 Mile	North Valley Irlene Ambassadors	Bike Ride	100
10/31/2015	1 Mile	Jesse Kohen Memorial Fund	Run/Walk, Costume, Fair	100
Totals			14	6250

Table 3. Monthly Private Permits

Type	# Permits	# Participants
Private	19	885
Caper Acres	24	520
Totals	43	1375

Table 4. Monthly Maintenance Hours.

Category	Staff Hours	% of Total	% Change from Last Month	2015 Trend
1. Safety	338	50.9%	100.7%	
2. Infrastructure Maintenance	92	13.8%	34.4%	
3. Vegetation Maintenance	72	10.8%	50.3%	
4. Admin Time/Other	163	24.5%	124.0%	
Monthly Totals	665	100%	75.8%	

Table 5. Monthly Street Tree Productivity.

Category	Staff Hours	% of Total	% Change from Last Month	Trend
Tree Crew Hours				
1. Safety	61	13.0%	138.6%	
2. Tree Work	328	69.8%	114.3%	
3. Special Projects	3	0.6%	300.0%	
4. Admin Time/Other	78	16.6%	94.0%	
Monthly Totals	470	100.0%	113.3%	

Item	Values	% Change from Last Month	Trend
5. Productivity			
Calls			
Call Outs	49	87.5%	
Service Requests: Submitted	0	-	
Service Requests: Completed	45	66.2%	
Sub Total	94	75.8%	
Trees			
Planted: Trees	0	-	
Pruned	90	98.9%	
Removed: Trees (smaller)	5	9.6%	
Removed: Stumps	0	#VALUE!	
Removed: Trees	0	-	
Sub Total	95	66.4%	
Tree Permits (#)			
Submitted	0	-	
Approved	4	30.8%	
Denied	2	200.0%	
Total	6	42.9%	
6. Contracts			
Expenditures (\$)	\$ 48,438	288.6%	
Trees (#)			
Planted	0	-	
Pruned	21	60.0%	
Removed: Trees (smaller)	0	-	
Removed: Stumps	0	-	
Removed: Trees	81	1620.0%	
Total	102	255.0%	

**Table 6. Monthly Incidents
Ranger Report Incidents**

Date	Location	Incident	Disposition
10/7/2015	Depot Park	Drunk in Public	Arrest
10/12/2015	City Plaza	Resist officers/drugs	Arrest
10/30/2015	North 5 Mile	Reckless vehicle	Counselled by police

Table 7. Monthly Citations and Warnings

Ranger Report - Citations 2015

Violation - Citations	Monthly			Annual			Trend
	Total Citations	%	Rank	Total Citations	%	Rank	
Alcohol	0	0%	6	19	5%	4	
Animal Control Violations	1	6%	5	8	2%	6	
Bicycle Violation	0	0%	6	0	0%	10	
Glass	0	0%	6	11	3%	5	
Illegal Camping	3	19%	2	59	17%	2	
Injury/Destruction City Property	2	13%	3	5	1%	7	
Littering	0	0%	6	0	0%	10	
Other Violations	0	0%	6	3	1%	8	
Parking Violations	8	50%	1	222	63%	1	
Resist/Delay Park Ranger	0	0%	6	3	1%	8	
Smoking	2	13%	3	24	7%	3	
Totals	16	100%		354	100%		

Ranger Report - Warnings 2015

Violation - Warnings	Monthly			Annual			Trend
	Total Warnings	%	Rank	Total Warnings	%	Rank	
Alcohol	4	1%	10	169	7%	7	
Animal Control Violations	23	8%	6	204	8%	6	
Bicycle Violation	36	13%	4	380	15%	3	
Glass	43	15%	2	306	12%	4	
Illegal Camping	39	14%	3	441	17%	2	
Injury/Destruction City Property	9	3%	8	50	2%	10	
Littering	13	5%	7	286	11%	5	
Other Violations	33	12%	5	53	2%	9	
Parking Violations	1	0%	11	60	2%	8	
Resist/Delay Park Ranger	5	2%	9	21	1%	11	
Smoking	76	27%	1	593	23%	1	
Totals	282	100%		2563	100%		

PHOTOGRAPHS



Before & After: Homeless Camp at East Park and Midway.

Attachments:

A.

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12/9/2015