

CITY OF CHICO **BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC)**

Agenda Prepared: 1/26/2024

Agenda Posted: 1/26/2024

Prior to: 6:00 p.m.

Regular Meeting Agenda **JANUARY 29, 2024, 6:00 PM** City Council Chambers - 421 Main Street, Chico CA

Materials related to an item on this Agenda are available for public inspection in the Park Division Office at 965 Fir Street, Chico 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 THE MINUTES OF THE 12/11/23 BPPC MEETING

Action: Approve minutes of the BPPC's 12/11/23 Regular Meeting.

3. ITEMS REMOVED FROM CONSENT - IF ANY

4. **PUBLIC COMMENTS:**

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.

5. **PUBLIC HEARINGS NONE**

6. **REGULAR AGENDA**

6.1. CONSIDERATION OF A REQUEST FROM THE CHICO ROD AND GUN CLUB TO FENCE THE FACILITY'S PARKING AREA (LOT D) AND TO ALLOW OUTDOOR ARCHERY AT THE FACILITY.

At its 12/11/23 meeting, the Bidwell Park & Playground Commission (BPPC) considered a request from the Chico Rod and Gun Club ("Club") to install gates at the Club's leased parking lot area (Lot D) in Upper Bidwell Park to limit non-member vehicles, except during the required public use periods and events. The Club is also requesting permission to allow outdoor archery at their facility. The Commission requested additional information from Staff and continued this discussion to their January meeting. (Report – Linda Herman, P&NRM)

Recommendation: The Park & Natural Resource Manager (P&NRM) requests the Commission to provide comments and recommendations on Chico Rod & Gun Club's request, and any revisions or requirements that may be needed for a revised lease with the Club.

6.2. CONSIDERATION OF A REQUEST FROM THE CHICO FIRE DEPARTMENT TO INSTALL A GRAVEL HELICOPTER LANDING PAD NEAR BEAR HOLE IN UPPER BIDWELL PARK.

The Chico Fire Department is requesting that the BPPC consider establishing a 60-foot radius gravel area near Bear Hole in Upper Bidwell Park for emergency/rescue helicopter landings. (Report - Linda Herman, P&NRM)

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Recommendation: The P&NRM requests the Commission to provide comments and a recommendation on Chico Fire Department's request.

6.3. CONSIDERATION OF INSTALLING A SECOND GATE AT THE PARK PETERSEN DRIVE ENTRANCE INTO LOWER BIDWELL PARK.

Staff is requesting that the Commission consider allowing the installation of a second gate at the Petersen Drive entrance into Lower Bidwell Park to help prevent vehicle parking after the park closes. (*Report – Linda Herman, Park & Natural Resources Manager (P&NRM.*

Recommendation – The P&NRM recommends the Commission approve the additional gate installation.

6.4. APPROVAL OF THE 2023 BPPC REGULAR MEETING CALENDAR

The Commission is requested to approve the proposed BPPC regular meeting dates for 2023.

7. REPORTS AND COMMUNICATIONS

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

- 7.1. Parks Division Report Linda Herman, Park and Natural Resources Manager.
- **7.2.** Street Tree Division Report Richie Bamlet, Urban Forest Manager.

8. ADJOURNMENT

Adjourn to the next regular meeting on February 26, 2024, at 6:00 P.M. in the Council Chamber of the Chico Municipal Center building located at 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.

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CITY OF CHICO BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC) MINUTES OF THE DECEMBER 11, 2023 REGULAR MEETING

1. REGULAR COMMISSION MEETING

1.1. Call to Order

The meeting was called to order by Vice Chair Thomas-Petty at 6:00 pm.

1.2. Roll Call

Commissioners Present:

Jesse Alexander Jeff Glatz Nichole Nava Megan Thomas-Petty

Commissioners Absent: John Blachley and Anjanette Shadley

Staff Present:

Richie Bamlet, Urban Forest Manager (UFM)
Jennifer Garlinghouse, Administrative Assistant
Erik Gustafson, Public Works Director, Operations & Maintenance
Linda Herman, Park & Natural Resources Manager (P&NRM)
Billy Aldridge, Chief of Police

2. CONSENT AGENDA:

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

2.1. APPROVAL OF THE MINUTES OF THE 9/25/23 BPPC MEETING

Action: Approve minutes of the BPPC's 9/25/23 Regular Meeting.

2.2. PERMIT FOR FROST OR FOG 5K, 1/4 MARATHON AND 10 MILE RACE IN MIDDLE AND UPPER PARK ON 1/20/2024 AND APPROVAL OF STANDARD UPPER PARK RACE COURSES.

Under the Sun Events requests a permit to host a run that starts at the Five Mile Recreation Area and extends into Middle and Upper Park on Saturday, January 20, 2024. This race has been held for over 11 years and the Commission is considering this item because it is in a non-intensive use area. The Commission is also requested to consider approving the proposed race maps as approved race routes for this event and other related Upper and Middle Park races in the future without further BPPC approval.

Recommendation: Conditional approval of this event and approval of the proposed Upper and Middle Park race routes for future events.

A motion to approve the Consent Agenda was made by Commissioner Glatz and seconded by Commissioner Scheer. The motion carried as follows:

AYES: Commissioners Nava, Glatz and Scheer, Vice-Chair Alexander, and Chair Thomas-Petty.

NOES: None

ABSENT: Commissioners Shadley and Blachley

3. ITEMS REMOVED FROM CONSENT NONE

4. PUBLIC COMMENTS:

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.

There were no public comments.

5. <u>PUBLIC HEARINGS</u> – NONE

6. REGULAR AGENDA

6.1. UPDATE ON THE SWORN RANGER PROGRAM.

At its 8/28/23 meeting, the Bidwell Park & Playground Commission (BPPC) had questions regarding the status of the Sworn Ranger Program reported in the Parks Division Report and requested further discussion of this program. (Verbal Report –Erik Gustafson, Public Works Director – Operations & Maintenance and Billy Aldridge, Police Chief)

There were no public comments on this item.

Commissioner Nava relayed concerns from the public regarding why the Rangers are not moving campers along in Bidwell Park, Depot Park and the downtown area.

Vice-Chair Alexander asked when Park Rangers would be back working on weekends in Bidwell Park. Chief Aldrige replied that he is hoping with the hiring of a fourth Sargeant they would be able to provide Ranger coverage on the weekends by the second pay period in January 2024.

Chair Thomas-Petty asked if the PG&E Camp Fire settlement funds the City will be receiving could be used to hire additional Rangers. Director of Public Works- Operations & Maintenance Gustafson responded that the Camp Fire money is earmarked for fixing impacts from the fire, which in Chico the main impacts were to streets and roads.

Chair Thomas-Petty and Vice-Chair Alexander asked Staff to advocate for additional funding for Rangers through the budget process if possible.

Recommendation: None, this was an informational and discussion item only.

6.2. <u>UPDATE ON THE TRAIL IMPROVEMENT WORK CONDUCTED BY CHICO VELO TRAILWORKS</u>

The Commission received an update on the ongoing improvements that Chico Velo Trailworks and other volunteers have completed on several trails in Upper Bidwell Park. (Verbal Report – Linda Herman, Park & Natural Resources Manager (P&NRM) and Mike Matiasek, Chico Velo Trailworks.)

There were no public comments on this item.

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Recommendation – None, this was an informational and discussion item only.

6.3. PRESENTATION ON THE PROPOSED HUMBOLDT ROAD BIKE PARK AND DOG PARK.

The BPPC received a presentation from Chico Velo and Chico Area Park & Recreation District (CARD) regarding a proposal to build a bike and mountain bike park, a small dog park, and other park facilities on two vacant City owned greenway properties at 2051 and 2177 Humboldt Road in southeast Chico. (Report -Linda Herman, P&NRM and Thad Walker, Chico Velo).

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There were no public comments on this item.

Recommendation - The Park & Natural Resource Manager recommends that the Commission provide comments on the proposed bike park facility concept.

Commissioner Nava asked whether the project would be too close to the creek voicing environmental concerns. The P&NRM advised the City requires most projects to have a 20 foot or more buffer from the creek.

Chair Thomas-Petty voiced concerns regarding the proximity of the bike park to Marsh Junior High and the traffic and public safety problems at the intersection of Hwy 32 and El Monte. She asked that the possible increased traffic impacts from the project be considered during the design and development process.

Commissioner Glatz asked if there is funding for the project and the response was yes.

Commissioner Scheer inquired if the dog park would be for only small dogs or if it would be small dog park for all sized dogs. Thad Walker answered that would be determined through the public outreach component of the project.

6.4 CONSIDERATION OF A REQUEST FROM THE CHICO ROD AND GUN CLUB TO FENCE THE FACILITY'S PARKING AREA (LOT D) AND TO ALLOW OUTDOOR ARCHERY AT THE FACILITY.

The BPPC considered a request from the Chico Rod and Gun Club ("Club") that they be allowed to install gates at the Club's leased parking lot area (Lot D) in Upper Bidwell Park to limit non-member vehicles, except during the required public use periods and events. The Club also requested permission to hold outdoor archery lessons/events on the back side of the facility. (Report – Linda Herman, P&NRM)

Recommendation: The Park & Natural Resource Manager requests that the Commission provide comments and a recommendation on the Club's requests.

Chico Rod and Gun Club members James LeDonne and Neil Potts provided information and comments on this item.

Commissioner Scheer asked why the request is coming now and whether the gates only need to be closed at night. Rod & Gun Club member LeDonne said vandalism and vehicle damages are occurring during the day too. She also expressed concern about the loss of parking for the park users and public safety concerns with the outdoor archery area.

Commissioner Glatz requested that a list of the archery rules and a sample waiver form be provided at the next meeting.

Chair Thomas-Petty asked if the current lease provides the Club exclusive use of the parking lot and requested a copy of the lease before she can make a decision on this request. She also concurred with Commissioner Scheer regarding public safety concerns with outdoor archery and asked what would prevent arrows from being shot over the roof building and hitting people on the

other side. The Club members replied that they may be able us some sort of netting to control errant arrows.

Chair Alexander asked if the archery area will be fenced. The Club responded no, but there would be signs warning the public that there was an archery event in process. USA archery instructors will also be onsite and will advise archers to stop and point arrows down if the public is near. Commissioner Scheer concurred she would like the area to be fenced.

Commissioner Nava asked how many parking spaces will be lost if gates are installed. The Club responded that there are usually 10-15 cars parked at a time.

Commissioner Glatz made a motion to bring the lease, a list of archery rules, and a waiver form to the next meeting. The motion was seconded by Commissioner Scheer. The motion carried as follows:

AYES: Commissioners, Nava, Glatz and Scheer, Vice-Chair Alexander, and Chair Thomas-

Petty.

NOES: None

ABSENT: Commissioners Shadley and Blachley

3. ITEMS REMOVED FROM CONSENT NONE

7. REPORTS AND COMMUNICATIONS.

The following items were provided for the Commission's information only.

- 7.1. Parks Division Report Linda Herman, Park, and Natural Resources Manager
- 7.2. Street Tree Division Report Richie Bamlet, Urban Forest Manager

8. ADJOURNMENT

The meeting was adjourned at 8:18 p.m. to the next regular BPPC meeting on January 29, 2024 at 6:00 P.M. in the Council Chamber of the Chico Municipal Center building located at 421 Main Street, Chico, California.

Date Approved://	
Prepared by:	
Linda Herman, Park & Natural Resources Manager	Date
Distribution: BPPC	



BPPC Staff Report

DATE: 1/25/24

TO: Bidwell Park and Playground Commission

FROM: Linda Herman, Parks and Natural Resource Manager

SUBJECT: CONSIDERATION OF A REQUEST FROM THE CHICO ROD AND GUN CLUB TO FENCE THE

FACILITY'S PARKING AREA (LOT D) AND TO ALLOW OUTDOOR ARCHERY AT THE FACILITY.

Meeting Date: 1/29/24

REPORT IN BRIEF:

At its 12/11/23 meeting, the Bidwell Park & Playground Commission (BPPC) considered a request from the Chico Rod and Gun Club ("Club") to install gates at the Club's leased parking lot area (Lot D) in Upper Bidwell Park to limit non-member vehicles, except during the required public use periods and events. The Club is also requesting permission to allow outdoor archery at their facility. The Commission requested additional information and continued this discussion to their January meeting.

Recommendation: The Park & Natural Resource Manager (P&NRM) requests the Commission to provide comments and recommendations on Chico Rod & Gun Club's request, and any revisions or requirements that may be needed for a revised lease with the Club.

FISCAL IMPACT:

Limiting the public vehicle use of the Rod and Gun Club Lot D area will help reduce the costs to repair the damages from the increased vandalism to the facility. However, the lot closure will reduce the available public parking and may reduce potential parking fee revenues once the fees are implemented. The Club will pay for the installation of the gates.

BACKGROUND:

The Chico Rod and Gun Club ("Club"), a non-profit organization, leases an area of Upper Bidwell Park near Horseshoe Lake for the purpose of operating a shooting range and event center for its members. In addition to the 8,200 sq. ft. shooting range building, the leased area also includes Parking Lot D (please see lease area map in the attached lease in Exhibit A). The lease provides the Club use of the Rod & Gun Club facility and surrounding area in exchange for maintenance of the premises.

The lease also requires that the Club allow public use of the facility for a minimum of 2 hours a week during times when not being used by Club members. The current times for public shooting are every Tuesday from 11 am to 1 pm and Wednesdays from 6 p.m. to 8 p.m. Open public archery practices are held at least two Saturdays a month for two hours each day. However, the parking lot area is open to the public when Upper Park is open every day from around 5:30 a.m. to 9 or 11 p.m., depending on the season.

Historically, an outdoor Archery area was established in Upper Park in 1946 and continued until 1977 because hay bales became too expensive and were causing a mess in Bidwell Park. According to the Club, hay bales are no longer used for this purpose.

DISCUSSION:

At the 12/11/23 meeting, the BPPC discussed the following information that was provided by the Chico Rod & Gun Club and Staff:

Parking Lot Closure Request:

With the increased use of Bidwell Park over the years, the Rod & Gun Club area has experienced increased vandalism and damages. Some of the damages include (please see pictures in Exhibit B):

Increased trash, litter, and graffiti

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- Vehicles doing "doughnuts" in the parking lot, damaging the gravel surface and the building.
- Break-ins into cars, resulting in damages and theft.
- Vehicles hitting the building and other infrastructure.

Due to the increased need for damage control and repairs, the Club requested that they be able to install gates to the parking lot entrances so that it is closed to non-member vehicles, except during the designated public use days and times, and during special events. The Club provided two gate options for Commission's consideration. Their preferred Option 1 is to install gates at both entrances into the parking lot. Option 2 is to install one gate at the first entrance, and a second gate just east of the building, leaving the second easterly entrance open and allowing some parking available to the public. These gate options are depicted in Exhibit C.

The Club also proposed that gates should have a City lock and a Code lock that be used by Club members and any invited nonmembers. The gates and parking lot area would be open during the Club's public use times, special events, and other big Upper Park events if requested by the City. The Club also indicated that they may install solar-powered automatic gates in the future if approved by the Commission.

The Commission voiced concerns regarding the potential loss of 12-15 public parking spaces if the gates are installed. Before making a decision on this request, the Commission requested a copy of the lease agreement to determine if it states that the Club has exclusive use of the parking lot too and not just the shooting range building. A copy of the current lease is provided in Exhibit A.

The map of the leased area clearly indicates that the parking lot is within the leased premises and the Description on Page 3 states the leased premises "consist of all of the real property" indicated in the map. It is clear in most of the language and sections in the lease that it provides the Club exclusive use of the indoor shooting range, with limited public access required. It is not entirely clear if this also grants the Club exclusive use of the parking lot, other than Paragraph (a) under Section 3 Consideration on page 4 states "The principal consideration to be given by Lessee to City for its possession and use of the leased premises is the agreement by Lessee to use such premises for the purpose of operating an indoor shooting range facility for members of the Chico Rod and Gun Club as well as members of the general public".

Outdoor Archery Request:

In addition to the gates, the Club requested permission to allow for an outdoor archery area on the back side of the building. Targets would be set up on the building, which will allow for greater distance shooting and limit potential park user conflicts. A map of the proposed archery area is also depicted in Exhibit C.

The Commission expressed public safety concerns regarding the outdoor archery area, particularly if there are errant arrows that can shoot over the building and elsewhere. They also believe that the outdoor archery area should be fenced to keep the public away from the activity and for better protection. Although no cross bows will be allowed, there were also concerns regarding the public's perception of this type of outdoor activity in Upper Park.

The Commission continued this item to this meeting and requested that the Club provide a list of the archery rules that will be enforced, solutions on how to contain arrows and provide better public safety, and to provide a copy of the waiver that is used for this type of activity. A picture of the rules, a copy of the waiver, and a picture of the outdoor range area that is currently defined with metal and wood posts are in Exhibit D. The Club states that this area will be reinforced with retractable fence netting and will have signs indicating when archery activities are in progress.

In conclusion, the term of the Lease with the Chico Rod and Gun Club has expired and needs to be revised and approved by the Commission and the City Council. This provides the Commission with the opportunity to provide comments, revisions, and any additional requirements that may be needed in the new Lease.

ATTACHMENTS:

Exhibit A: Rod & Gun Club Lease & Map

Exhibit B: Damage Pictures

Exhibit C: Map of Entrance Gate Options/Archery Area

Exhibit D: Pictures of the rules, waiver, and outdoor archery area

LEASE AGREEMENT CHICO ROD AND GUN CLUB - BIDWELL PARK (CITY OF CHICO/CHICO ROD AND GUN CLUB, INC.)

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LEASE AGREEMENT

CHICO ROD AND GUN CLUB - BIDWELL PARK (CITY OF CHICO/CHICO ROD AND GUN CLUB, INC.)

WITNESSETH:

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

WHEREAS, on November 27, 1990, City and Lessee entered into the LEASE AGREEMENT, INDOOR SHOOTING RANGE - BIDWELL PARK (CITY OF CHICO/CHICO ROD AND GUN CLUB), as amended on October 6, 1992, to change the plat in Exhibit "A," and on December 19, 2000, to include additional sections pertaining to Lessee advertising public availability, providing an annual report, providing specified hours for public use, and fees to be charged; and

WHEREAS, City and Lessee desire to supersede the abovementioned lease and replace with this Lease.

NOW, THEREFORE, City leases to Lessee and Lessee hires from City the premises hereinafter described for the term and subject to the covenants and conditions set forth below.

1. <u>DESCRIPTION OF LEASED PREMISES</u>

The premises leased by City to Lessee and hired by Lessee from City shall consist of all of the real property located in Bidwell Park delineated on the plat attached hereto as Exhibit "A" entitled "Plat to Accompany Lease Agreement, Chico Rod and Gun Club - Bidwell Park (City of Chico/Chico Rod and Gun Club, Inc.)" and by this reference incorporated herein. The premises is improved with an 8,200 square foot building.

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2. <u>LEASE TERM</u>

The initial term of this Lease shall be for the five-year period commencing on December 1, 2005, and terminating on November 30, 2010. Thereafter, the term of this Lease shall be automatically extended for two successive five-year periods unless either party to this Lease gives notice to the other party of its intent to terminate this Lease at least 90 days prior to the end of the initial term in which case this Lease will terminate at the end of the initial term, or at least 90 days prior to the end of the first extended term in which case this Lease will terminate at the end of such extended term.

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

3. CONSIDERATION

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

- (a) The principal consideration to be given by Lessee to City for its possession and use of the leased premises is the agreement by Lessee to use such premises for the purpose of operating an indoor shooting range facility for members of the Chico Rod and Gun Club as well as members of the general public; and
- (b) As additional consideration, Lessee shall provide an annual report on or before January 31 each year commencing on January 31, 2007 to the Bidwell Park and Playground Commission ("BPPC") including, but not limited to, (1) the approximate number users, both member and non-member; (2) any plans for improvements during the following year; (3) any issues that may require BPPC action; (4) any fees collected; and (5) expenditures for improvements on the leased premises; and
- (c) As additional consideration, Lessee shall regularly publicize the availability, including, but not limited to, hours of operation, permit availability and special events, of the indoor shooting range facility on the leased premises.

4. <u>USE OF LEASED PREMISES</u>

The leased premises shall be used by Lessee for the purpose of operating an indoor shooting range facility for members of the Chico Rod and Gun Club as well as members of the general public, for Chico Rod and Gun Club activities and for such other purpose(s) as may be authorized by City's Bidwell Park and Playground Commission. Revenues from any and all fees which Lessee charges those members of the general public visiting such indoor shooting range facility and/or participating in such educational classes and programs shall be limited to Lessee's actual costs and shall be used by Lessee solely for the operation and maintenance of the indoor shooting range and/or conducting such educational classes and programs.

5. GENERAL PUBLIC AVAILABILITY REQUIREMENTS

Lessee shall make the indoor shooting range available to the general public at a minimum of two (2) hours per week. Such minimum time requirements shall be designated as "public hours" for the benefit of the general public.

6. <u>COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS</u>

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

7. WASTE AND NUISANCE

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

8. NONDISCRIMINATION

In its use of the leased premises, Lessee shall not discriminate against any person on the basis of race, sex, age, national origin, or religious preference.

9. <u>CONDITION OF LEASED PREMISES</u>

At the commencement of the term of this Lease, Lessee shall accept the leased premises and all improvements thereon and all facilities appurtenant thereto in their present

ITEM 6.1 - EXHIBIT A

condition and "as is." No representation, statement or warranty, express or implied, has been made by or on behalf of City as to the condition of the leased premises or at to the use that may be made of such premises. In no event shall City be liable for any defect in the leased premises or for any limitation on its use.

10. MAINTENANCE AND REPAIR

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

11. <u>ALTERATIONS OR ADDITIONS TO IMPROVEMENTS ON LEASED PREMISES</u>
Lessee shall not make any alteration or addition to the approved improvements on the leased premises without the prior approval of the General Services Director.

Upon termination of this Lease, any alterations or additions to the improvements on the leased premises made by Lessee shall become the property of City without the payment of any compensation therefor; provided, however, that upon termination of this Lease, City shall have the right to require Lessee to remove any additions to the improvements on the leased premises and/or restore any altered improvement to its original condition, all at Lessee's sole cost and expense.

12. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS ON LEASED PREMISES

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

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

obligation to remove the remains of such damaged or destroyed building all at Lessee's sole cost and expense.

13. PROPERTY TAXES AND ASSESSMENTS

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

14. <u>UTILITIES AND SERVICES</u>

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

15. LIENS

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

16. INDEMNIFICATION

During the term of this Lease, Lessee shall hold City, its boards, commissions, and

ITEM 6.1 - EXHIBIT A

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

17. GENERAL LIABILITY INSURANCE

Lessee shall obtain commercial general liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with a "Best Guide" rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with a rating of "A," which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence, with a maximum policy deductible of \$500.00. Said insurance coverage 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 provided herein above, policy endorsements shall be attached to the certificate that also provide that:

- (a) "The 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 the named insured."
- (b) "The insurance coverages afforded by this policy shall be primary insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss."

(c) An unqualified statement that "The insurer will provide to the City at least 30 days prior notice of cancellation or material change in coverage."

18. FIRE AND EXTENDED COVERAGE HAZARDS INSURANCE

- (a) Type of Insurance. During the term of this Lease, Lessee shall, at its sole cost and expense, maintain in full force and effect fire insurance obtained from one or more U.S. domiciled insurance companies licensed to do business in the State of California insuring all of the improvements located on the leased premises as well as all facilities appurtenant thereto against fire, extended coverage hazards, vandalism and malicious mischief in an amount equal to 100% of the full replacement value of such improvements and facilities. Such insurance coverage shall be evidenced by a certificate of insurance or such other form of documentation of insurance coverage as may be acceptable to City, executed by an authorized official of the insurer(s). In addition to the limits of coverage provided by this section, the certificate of insurance or other documentation of insurance coverage shall provide that the insurer will give the City at least 30 days prior notice of cancellation or material change in coverage. In the event any dispute over whether the amount of such insurance complies with the requirements of this section cannot be resolved by agreement, the City Manager may request the carrier of the insurance then in force to determine the full replacement value of all improvements located on the leased premises and facilities appurtenant thereto and the resulting determination shall be conclusive between the parties for purposes of this section.
- (b) <u>Disposition of Proceeds.</u> In the event the improvements located on the leased property or any facilities appurtenant thereto are damaged or destroyed from a risk covered by the 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

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ITEM 6.1 - EXHIBIT A

improvements or facilities. If, following such damage or destruction, Lessee promptly commences such repair or restoration work and thereafter prosecutes the same with reasonable dispatch, the insurance proceeds deposited with the trustee shall be paid, in installments, to the contractor retained by Lessee to perform the repair or restoration work as such work progresses, such payments to be made upon presentation of a certificate or voucher from any responsible architect or engineer having supervision of the repair or restoration work showing the amount due. Upon adoption of a plan of repair or restoration that will require expenditures of an amount in excess of the insurance proceeds held by the trustee, the trustee may withhold such payments until such time as it is made to appear to the trustee's satisfaction that the amount necessary to provide for such repair or restoration, according to the adopted plan, 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 the Lessee.

If, following such damage or destruction, Lessee does not commence such repair or restoration work within a reasonable time 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 one year 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.

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ITEM 6.1 - EXHIBIT A

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

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

20. ABANDONMENT

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

21. NOTICE OF DEFAULT

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

22. <u>REMEDIES UPON DEFAULT</u>

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

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

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

23. WAIVER OF DEFAULT

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

24. RIGHT OF ENTRY

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

25. NOTICES

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

a. To City: City of Chico

Attention: General Services Director

P.O. Box 3420

Chico, CA 95927-3420

b. To Lessee: Chico Rod and Gun Club, Inc.

Attention: President

P.O. Box 701

Chico, CA 95927-0701

26. <u>AMENDMENTS</u>

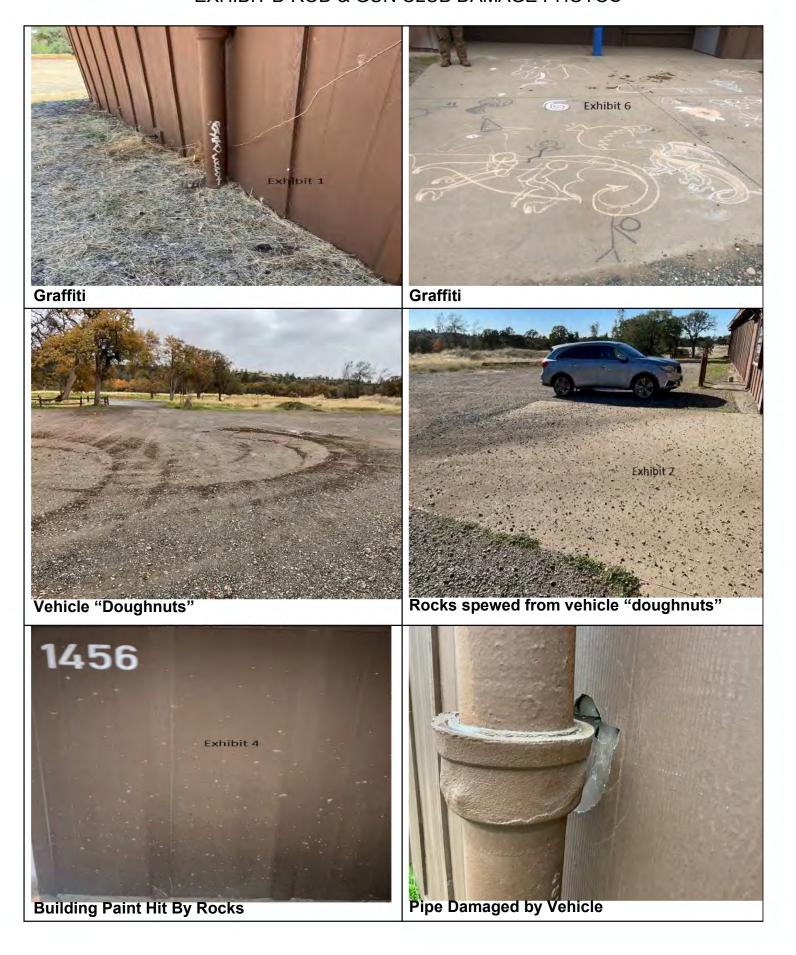
This Lease may be modified or amended only by a writing duly authorized and executed by both City and Lessee. It may not be amended or modified by oral agreement or understanding between the parties unless the same shall be reduced to a writing duly

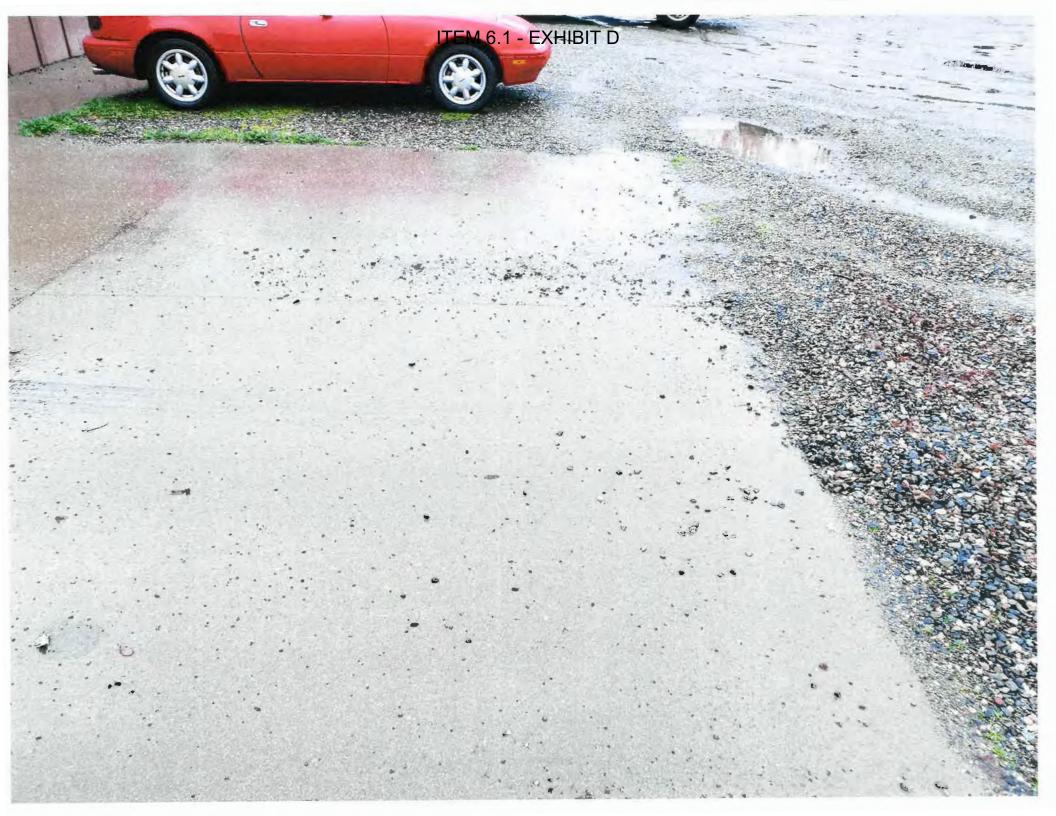
1	approved and executed by both parties.
2	27. <u>PARTIES BOUND</u>
3	The covenants and conditions herein contained shall apply to and bind the legal
4	representatives, successors, and assigns of all of the parties hereto, and all of the parties
5	hereto shall be jointly and severally liable hereunder.
6	28. <u>LEASE AGREEMENT SUPERSEDES PREVIOUS AGREEMENTS</u>
7	The parties hereby agree that this Lease shall supersede any previous agreements or
8	amendments thereto into which the parties have entered.
9	IN WITNESS WHEREOF, the parties hereto have executed this Lease in the City of
10	Chico, County of Butte, State of California, on the date first set forth above.
11	\wedge
12	CITY OF CHICO CHICO ROD AND GUN CLUB, INC.
13	Philipping Charles
14	Thomas J. Lando, City Manager Blair Snyder, President
15	By: Trish Dunlap Sr. Assistant City Manager
16	APPROVED AS TO FORM: Authorized by Bidwell Park and Playground Commission Minute Orden
17	Playground Commission Minute Order 1-04, Approved 11/29/04.
18	David R. Frank, City Attorney
19	By: Iori J. Barker Assistant City Attorney
20	Assistant City Attorney
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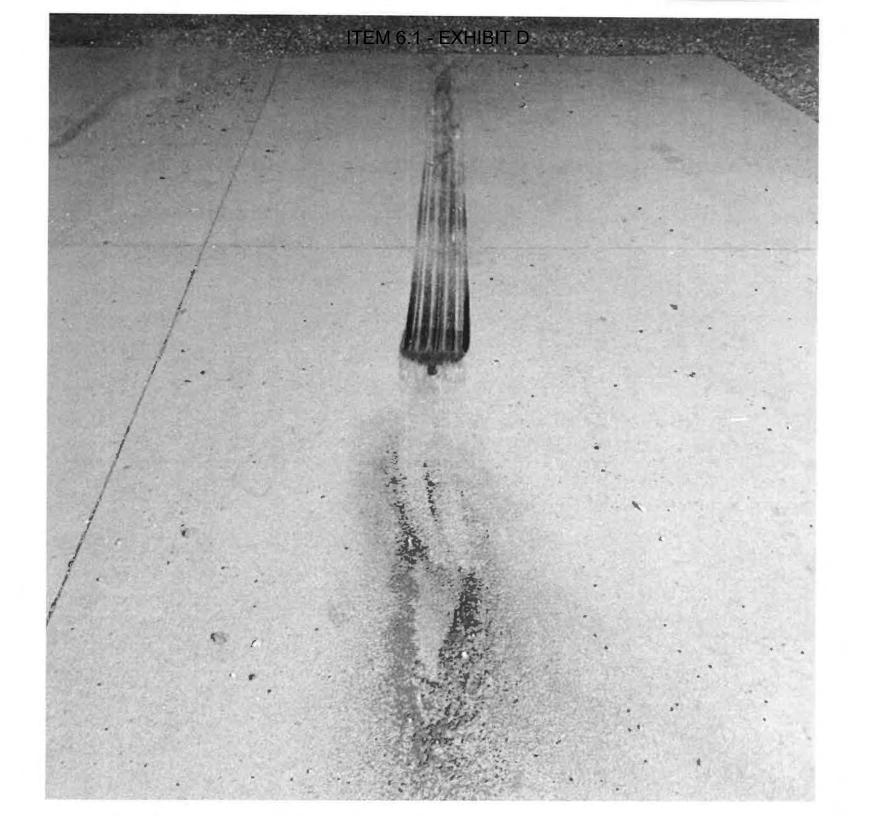
ASST. DIRECTOR OF PUBLIC WORKS

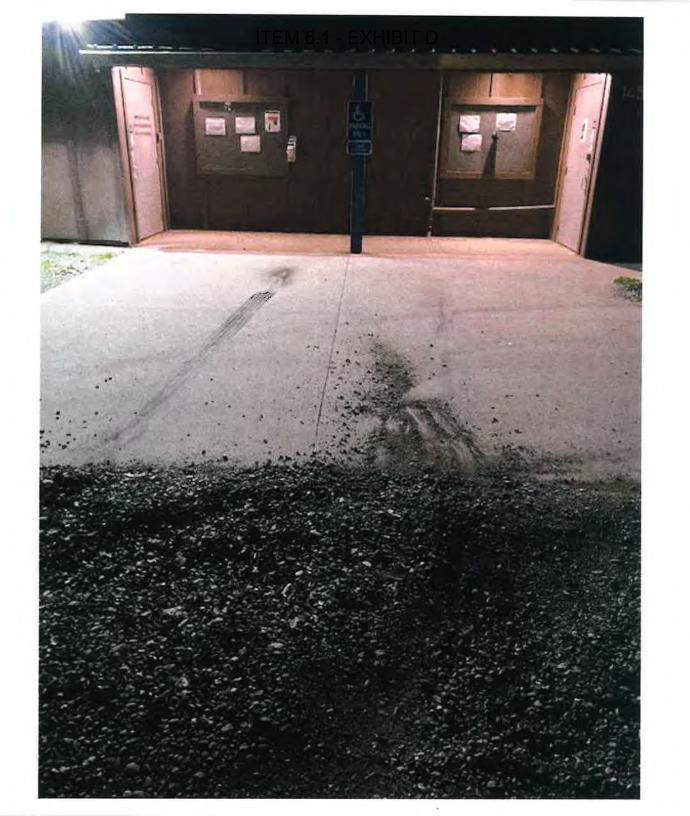
SHEET

EXHIBIT B-ROD & GUN CLUB DAMAGE PHOTOS









ITEM 6.1-EXHIBIT D

Open Archery Shoot

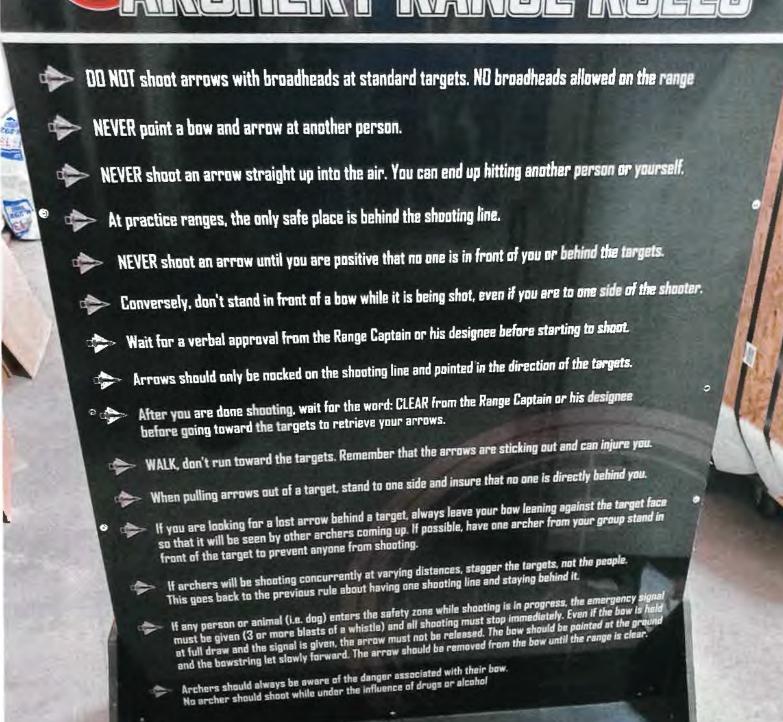
Chico Rod	& Gun Club	
CHILLI NUU	OULL HULL IN	

D .			
Date:			
Date.			

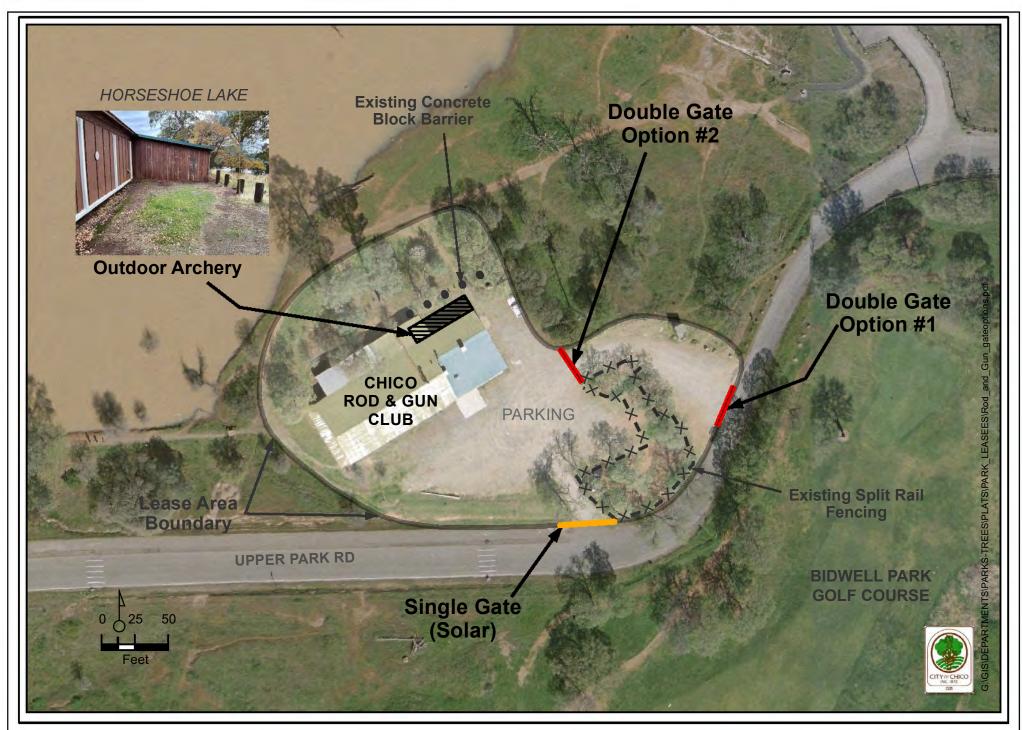
In consideration to enter the use all the facilities and/or services of Chico Rod & Gun Club, In, my agents, assignees executors, and or administrators do hereby absolutely and unequivocally agree to release and hold harmless Chico Rod & Gun Club, Inc., its board members, membership, agents, instructors, assigns and successors in interest for claims, demands and/or liability arising out of injury, loss, damage, or disability connected with use of any Chico Rod & Gun Club facilities and/or services. I understand that, upon signing this waiver, if not a Regular Member of the Chico Rod & Gun Club, I automatically become a Temporary Member of the Chico Rod & Gun Club with using its facilities. I, the undersigned, have read, understand, and agree to abide by all the rules and the above waiver of Chico Rod & Gun Club, Inc.

California Proposition 65

"warning the use of ammunition components containing lead contain a chemical known to the State of California to cause birth defects and other reproductive harm"										
Nan	ne (please print)	Signature	Member with Rental \$10	Member no rental \$5	Non-member no rental \$10	Non-member with Rental \$15	Amount Collected			
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2.				,						
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12.										







Chico Rod & Gun Club 1456 Upper Park Road (Leased Area Highlighted, approximately 1.25 acres)



BPPC Staff Report

DATE: 1/25/24

TO: Bidwell Park and Playground Commission

FROM: Linda Herman, Parks and Natural Resource Manager

SUBJECT: CONSIDERATION OF A REQUEST FROM THE CHICO FIRE DEPARTMENT TO ESTABLISH A

GRAVEL HELICOPTER LANDING PAD NEAR BEAR HOLE IN UPPER BIDWELL PARK.

Meeting Date: 1/29/24

REPORT IN BRIEF:

The Bidwell Park & Playground Commission (BPPC) will consider a request from the Chico Fire Department to install a helicopter landing pad near the Bear Hole parking lot in Upper Bidwell Park. The intent is to install a 60-foot radius circular gravel pad to allow Search and Rescue and other emergency agencies to safely land a helicopter in the park when needed.

Recommendation: The P&NRM requests the Commission to provide comments and a recommendation on Chico Fire Department's request.

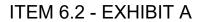
DISCUSSION:

For many years, the Butte County Search and Rescue and other public safety organizations have used the grassy area next to the Bear Hole parking lot to land helicopters during rescues, fires, and training exercises. For safety reasons, the Chico Fire Department is requesting permission to install a 60-foot radius gravel surface in the approximate location that is depicted on the map in Exhibit A. They believe the gravel will prevent dust and dirt from kicking up when taking off and landing that could impede the pilot's visibility and other concerns.

The pad should be obscured by the tall grasses in this area. Chico Fire and Staff are also proposing that boulders and or logs be installed around the perimeter of the pad to prohibit cars from parking or doing "doughnuts" on the pad. Emergency vehicle access to the pad is not needed and only a small pedestrian path from the parking lot will be used to access the pad.

ATTACHMENTS:

Exhibit A: Map of the Helicopter Landing Pad







Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2024 50 ft



BPPC Staff Report

DATE: 1/25/24

TO: Bidwell Park and Playground Commission

FROM: Linda Herman, Parks and Natural Resource Manager

SUBJECT: CONSIDERATION OF INSTALLING A SECOND GATE AT THE PARK PETERSEN DRIVE ENTRANCE

Meeting Date: 1/29/24

INTO LOWER BIDWELL PARK.

REPORT IN BRIEF:

The Bidwell Park & Playground Commission (BPPC) will consider a request from Staff to install a second outer gate in to Lower Bidwell Park at the Petersen Drive entrance off of Vallombrosa Avenue. The intent of the new gate is to help prevent vehicle parking after park closing hours.

Recommendation – The P&NRM recommends the Commission approve the additional gate installation.

FISCAL IMPACT:

The approximate cost to purchase and install the new gate is \$6,000, plus Park Staff time.

DISCUSSION:

Years ago, a gate just past the parking lot at the Petersen Drive entrance was installed to allow park users to enjoy this side of Lower Bidwell park without worrying about vehicle traffic. This gate is opened at 11 a.m. and is closed when all the other vehicle gates are closed, which is generally 9 p.m. from April 1 to September 30 and 7 p.m. from October 1 to March 31 each year. However, this leaves the parking lot and vehicle access to this area of the park open after closing hours and overnight.

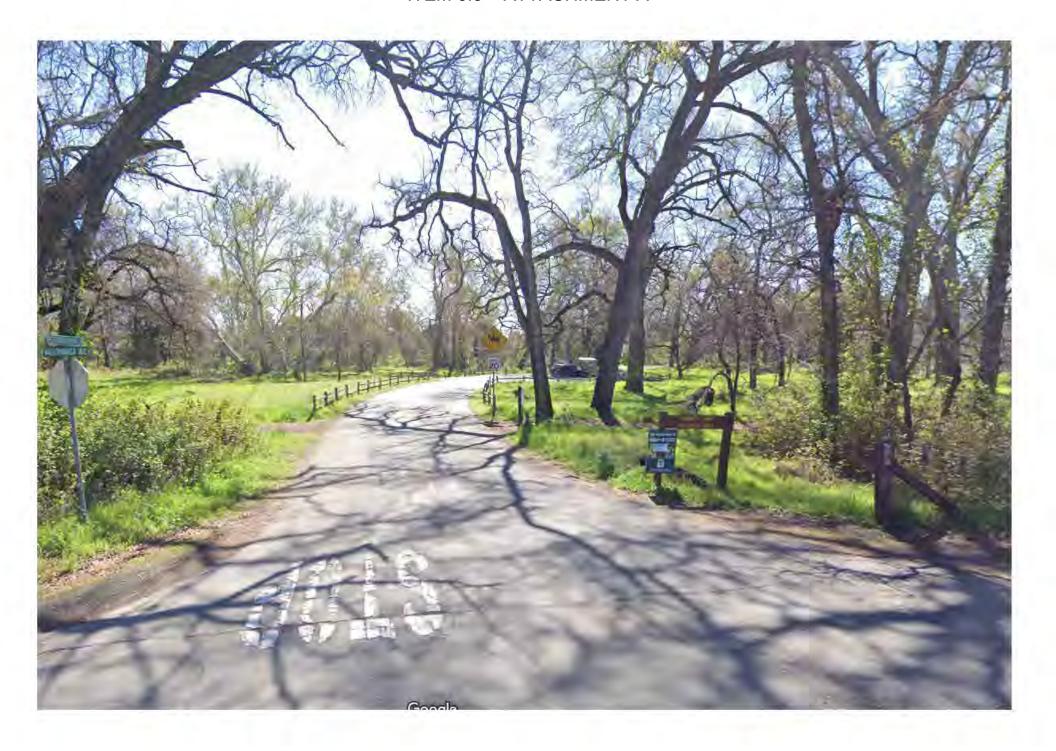
At the suggestion of some park users and neighbors, Staff is proposing installing a second outer gate at the entrance on Vallombrosa Avenue (see attached picture in Attachment A). This gate would open at 7:30 a.m. to allow vehicle parking for early park users, but would still provide no vehicle access past the existing secondary gate until 11 a.m. This outer and interior gate set up would be similar to what is installed at the Cedar Grove picnic area on the south side of the park in which the gate at the 8th Street entrance also opens at 7:30 am and the interior gate for vehicles to enter South Park Drive opens at 11 a.m.

Staff and the Rangers believe this would help alleviate some of the late night activities that occur after the park closes and overnight parking in this portion of Bidwell Park.

ATTACHMENTS:

Attachment A: Petersen Drive Entrance Location.

ITEM 6.3 – ATTACHMENT A





BPPC Division Report

Meeting Date 1/29/24

DATE: 1/25/24

TO: Bidwell Park and Playground Commission (BPPC)

FROM: Linda Herman, Park and Natural Resources Manager

SUBJECT: Parks Division Report

NARRATIVE

1. Updates

- a. Granicus Website Agenda System Assistant Park Manager Romain has been working with the City Clerk's Office to put the BPPC's agendas and meetings on the City's Granicus online system that is currently used by the City Council and Planning Commission. This means that the Commissioners will be able to view the agenda and staff reports on the monitors on the Council dais and also show the votes on screen. The meeting also be live streamed for viewing and recorded on the website. Minutes will also be automatically generated during the meetings. This will save both staff time and paper! This new system will be kicked off at the Commission's February meeting.
- b. <u>Online Reservation System</u> Assistant Park Manager Romain and Admin staff are also working on an online park permit reservation system for private picnic site reservations and events that do not need BPPC approval. Races and other larger public events may be added later. We hope to have this online within the next couple of months.
- c. <u>Upper Park Road and Lot A Resurfacing</u> The paving of Lot A was delayed due to weather. It will be paved in early Spring. The resurfacing of the Upper Park Road from Manzanita to Horseshoe Lake is going out to bid on 2/9/24, with construction anticipated to occur in mid-June or early July, 2024.
- d. <u>Bidwell Park Golf Course Improvements</u> The Bidwell Park Golf Club, Inc. and its operator CourseCo will be painting the Clubhouse a dark green color this Spring.
- e. Lindo Channel Defensible Space Project Terra Fuego Research Foundation and Big Chico Creek Ecological Reserve crews began removing downed and dead wood and elevating vegetation on Lindo Channel from Manzanita to Hwy 99 on January 16, 2024. They are moving pretty quickly despite the rain and may complete this portion of the project in the next couple of weeks. This work will be followed up with three goat grazing treatments between this Summer and November 2025.
- f. Community Cleanups In 2023, the encampment cleanup crew and other City Staff removed 1,322,000 pounds, or 661 tons, of trash from 14 City properties that included parks and greenways.

2. Maintenance Program

Staff provides on a need and time basis the cleaning and safety inspections of all recreation areas including grounds, playgrounds, picnic sites, roads, and paths, coupled with the weekend cleaning and re-supplying of all open park restrooms. Maintenance and repair of park fixtures, daily opening of gates, posting reservations and the removal of graffiti from all park infrastructure.

a. Lower Park: Routine Maintenance, Staff have spent a substantial amount of time picking up leaves, they did a great job of keeping the lawns, bike paths, parking lots, and roads clear of leaves. Park staff along with assistance from the traffic safety division repaired 19 streetlights between Annies Glenn and Caper Acres. We recently replaced a missing Streetlight next to the Oak Grove reservation area. Staff replaced the balance beam on the Castle inside Caper Acres. The crew repaired the wire boundary fencing in multiple areas including 2135 E 8th St, E 8th St. at El Monte, Vallombrosa at Jardin Way and on Wildwood Way next to the gate. We replaced all the light fixtures on the exterior of the Cedar Grove restrooms. Staff also repaired and reinforced the cover to the electrical panel at Cedar

Grove that was damaged when someone broke into it attempting to steal power. Staff also fixed the Cedar Grove gate that was rammed by a car.

- b. <u>Middle Park:</u> Park staff did a thorough job addressing potholes at Five Mile, mostly on the levee and the asphalt ramp. This is a good time to note that the asphalt is old and worn, the repair is not a permanent fix and this area will need repaving. Staff also fixed Five Mile Gate that was hit by a car.
- c. <u>Upper Park:</u> Park staff have been working on Upper Park Rd to fill in damaged areas and address standing water areas. All the rain we have been having is allowing us to see what the road needs after a years' worth of traffic. Staff has addressed at least five downed trees on Annie Bidwell trail, Yahi Trail and Middle trail.
- d. <u>Green way Parks</u>: Park Staff reinstalled the railroad interpretive sign and performed a couple drinking fountain repairs at Comanche Creek. Staff used the auger to dig over thirty 24" diameter holes at Verbena Fields to facilitate planting of new native trees and shrubs. Park staff also assisted with the installation of the Ice Rink in City Plaza.
- e. <u>Upcoming projects:</u> Work on the remaining vita course stations should pick up once things dry out. Five Mile restrooms should be getting new exterior light fixtures soon. We are working on getting potable water to the Lions Head drinking fountain in Caper Acers, if things go well that project will be complete before summer.

3. Ranger and Lifeguard Programs

a. <u>Ranger Program</u> – The Police Department is still working on onboarding the new weekend Sergeant and developing a schedule to provide Ranger coverage in Bidwell Park and greenways 7 days a week.

4. Volunteer and Donor Program

- a. <u>Annual Volunteer Hours</u> Volunteers contributed a total of 21,122 hours of time to the care of Chico's parks and greenways in 2023. That equates to nearly \$800,000 according to the California value of volunteer time calculated at \$37.32 per hour in 2023.
- b. <u>Donations</u> The continued monthly \$250 donation from Peter Washington in November and December and \$100.00 from Jennifer Garlinghouse for a Caper Acres brick.
- c. <u>Upcoming Volunteer Opportunities</u> To learn about upcoming volunteer events please check the <u>VOLUNTEER</u> CALENDAR

MONTHLY SUMMARY TABLES

Table 1. Monthly Public Permits

	Monthly Public Permits - February 2024										
Date	Location	Organization	Event	Time of Event	Participant #						
02/10/24	City Plaza	The MartKET LLC	Pop up art market	5:00 PM	151						
				Total	151						

Table 2. Monthly Volunteer Hours

Parks and Greenways -PALS- (Partners, Ambassadors, Leaders & Stewards) Volunteer Activities, Nov. 23

	,	101010,7411040044010, 2044010	,	·	# of Vols Xs		
Date	Location	Partner/Agency	# of Volunteers	Hrs. Worked	Hrs. = Total Hrs.	Task	Leader
Date		railliei/Agelloy	# OI VOIUIILEEIS	III3. WUINGU	1113.	Idan	Leauei
	Chico Parks and						
Various	Greenways	PALS	104	varied	1112	Park Ambassadors	Shane Romain
11/1/2023	Depot Park	Friends of Comanche Creek	1	2	2	General Cleanup	Liz Stewart
11/3/2023	Comanche & Teichert	Friends of Comanche Creek	3	3	9	General Cleanup	Liz Stewart
11/3/2023	Verbena Fields	Traditional Ecological Knowledge	3	3	9	Vegetation Mgmt.	Cathryn Carkhuff
11/3/2023	1`Mile	CAVE	3	3	9	Vegetation Mgmt.	Omar De La Riva
11/4/2023	B-Trail	Chico Velo Trailworks	6	4	24	Trail Maint.	Jenna Walker
11/10/2023	1`Mile	CAVE	5	3	15	Vegetation Mgmt.	Omar De La Riva
11/10/2023	Comanche & Teichert	Friends of Comanche Creek	8	3	24	General Cleanup	Liz Stewart
11/10/2023	Verbena Fields	Traditional Ecological Knowledge	3	3	9	Vegetation Mgmt.	Cathryn Carkhuff
11/11/2023	Depot Park	Friends of Comanche Creek	1	3	3	General Cleanup	Liz Stewart
11/17/2023	Verbena Fields	Traditional Ecological Knowledge	3	3	9	Vegetation Mgmt.	Cathryn Carkhuff
11/17/2023	Comanche & Teichert	Friends of Comanche Creek	5	3	15	General Cleanup	Liz Stewart
11/17/2023	1`Mile	CAVE	3	3	9	Vegetation Mgmt.	Kevin Seeger
11/19/2023	B-Trail	Chico Velo Trailworks	5	4	20	Trail Maint.	Steven Clipperton
11/20/2023	Depot Park	Friends of Comanche Creek	1	3	3	General Cleanup	Liz Stewart
11/25/2023	Lower/Middle Trails	Chico Velo Trailworks	10	4	40	Trail Maint.	Steven Clipperton
				TOTAL HRS.	1312		

Parks and (Parks and Greenways -PALS- (Partners, Ambassadors, Leaders & Stewards) Volunteer Activities, Dec. 23										
					# of Vols Xs Hrs. = Total						
Date	Location	Partner/Agency	# of Volunteers	Hrs. Worked	Hrs.	Task	Leader				
	Chico Parks and										
Various	Greenways	PALS	104	varied	1054	Park Ambassadors	Shane Romain				
12/1/2023	Comanche & Teichert	Friends of Comanche Creek	5	3	15	General Cleanup	Liz Stewart				
12/1/2023	Verbena Fields	Traditional Ecological Knowledge	10	3	30	Vegetation Mgmt.	Cathryn Carkhuff				
12/1/2023	1`Mile	CAVE	3	4	12	Vegetation Mgmt.	Kevin Seeger				
12/2/2023	1`Mile	College Corps	8	3	32	Vegetation Mgmt.	Shane Romain				
12/2/2023	B-Trail	Chico Velo Trailworks	7	5	35	Trail Maint.	Mike Matiasek				
12/6/2023	Windchime Park	Friends of Comanche Creek	1	2	2	General Cleanup	Liz Stewart				
12/8/2023	Comanche & Teichert	Friends of Comanche Creek	6	3	18	General Cleanup	Liz Stewart				
12/8/2023	1`Mile	College Corps	9	3	27	Vegetation Mgmt.	Alex Castaneda				
12/9/2023	1`Mile	College Corps	9	3	27	Vegetation Mgmt.	Alex Castaneda				
12/12/2023	1`Mile	College Corps	6	3	18	Vegetation Mgmt.	Alex Castaneda				
12/15/2023	Verbena Fields	Traditional Ecological Knowledge	14	3	42	Vegetation Mgmt.	Cathryn Carkhuff				
12/15/2023	Comanche & Teichert	Friends of Comanche Creek	5	3	15	General Cleanup	Liz Stewart				
12/17/2023	B-Trail	Chico Velo Trailworks	5	5	25	Trail Maint.	Thad Walker				
12/22/2023	Verbena Fields	Traditional Ecological Knowledge	11	3	33	Vegetation Mgmt.	Cathryn Carkhuff				
12/22/2023	Comanche & Teichert	Friends of Comanche Creek	3	3	9	General Cleanup	Liz Stewart				
12/29/2023	Verbena Fields	Traditional Ecological Knowledge	12	3	36	Vegetation Mgmt.	Molly Willoughby				
12/29/2023	Comanche & Teichert	Friends of Comanche Creek	3	3	9	General Cleanup	Liz Stewart				
-			ĺ	TOTAL HRS.	1439						

Table 3. Monthly Cleanup totals

Encampme	nt Cleanups, Nov 2023			•	•	•		
			# of	Hours	Workers Xs	Total Debris	Total Debris	Total Debris
Date	Location	Coop. Org.	workers	Worked	Hours Total	(cubic yards)	(lbs)	(tons)
11/3/2023	Annie's Glen	CAVE	6	3	18	10	3,500	1.75
11/6/2023	Alba		2	0.5	1	1	350	0.175
11/6/2023	Sycamore Creek		2	2.5	5	14	1,660	0.83
11/7/2023	Lindo at 99		4	2	8	8	2,800	1.4
11/7/2023	Lindo at Mangrove		4	1.5	6	6	2,100	1.05
11/8/2023	Teichert at 99		2	1.5	3	3	1,050	0.525
11/9/2023	LCC at LCC ele.		2	2.5	5	5	1,750	0.875
11/13/2023	Lindo at 99		2	1	2	5	1,750	0.875
11/13/2023	Lindo at tracks		2	2	4	12	4,200	2.1
11/13/2023	Lindo Longfellow		2	1.5	3	6	2,100	1.05
11/15/2023	Skyway	BCSO	3	4	12	45	15,750	7.875
11/16/2023	MLK Silver Dollar Sky Bike		23	6	138	70	16,160	8.08
11/17/2023	Lindo Longfellow		4	1	4	3	1,050	0.875
11/20/2023	South Park Dr near 99		2	0.5	1	2	700	0.35
11/20/2023	Manzanita Ct	CCW	2	0.5	1	5	1,750	0.875
11/20/2023	Lindo at Montecito		2	1.5	3	10	3,500	1.75
11/21/2023	Linda at Esplanade		4	4	16	11	1,720	0.86
11/21/2023	MLK		4	1	4	3	1,050	0.525
11/22/2023	Teichert foot bridge		4	0.5	2	1	350	0.175
11/22/2023	Virginia and Gull		4	1	4	10	3,500	1.75
11/22/2023	South Park Dr foot bridge		4	1	4	3	1,050	0.525
11/22/2023	Campfire Ring		4	1	4	4	1,400	0.7
11/27/2023	Bidwell Ave		2	1	2	1	350	0.175
11/28/2023	Bidwell Ave		3	4	12	7	2,450	1.225
11/28/2023	Silver Dollar Way		3	0.5	1.5	1	350	0.175
11/28/2023	MLK		3	1	3	2	700	0.35
11/28/2023	Virginia and Gull		4	0.5	2	2	700	0.35
11/28/2023	Aztec Dr		4	0.5	2	1	350	0.175
11/29/2023	N Cedar BP		4	0.5	2	2	700	0.35
11/29/2023	Mercer Grove		4	0.5	2	1	350	0.175
11/29/2023	Montecito		4	0.5	2	1	350	0.175
11/29/2023	Lassen BP		4	1	4	4	1,400	0.7
11/29/2023	Annie's Glen		3	1	3	3	1,050	0.525
11/30/2023	BCC at Nord Bridge		4	5	20	15	5,250	2.625
11/30/2023	Camelia Bridge		4	1	4	3	1,050	0.525
11/30/2023	Humboldt and Forest		4	1.5	6	8	2,800	1.4
						TOTALCUBIC		
					TOTAL HRS	YARDS	TOTAL LBS	TOTAL TONS
					314	288	87,090	44

			# of	Hours	Workers Xs	Total Debris	Total Debris	Total Debris
Date	Location	Coop. Org.	workers	Worked	Hours Total	(cubic yards)	(lbs)	(tons)
12/1/2023	Forest and Humboldt		3	1.5	4.5	6	2,100	1.05
12/4/2023	MLK		3	1.5	4.5	7	2,450	1.225
12/5/2023	MLK		4	1	4	7	2,450	1.225
12/6/2023	Aztec Dr		4	0.5	2	1	350	0.175
12/6/2023	E Lindo		4	0.5	2	1	350	0.175
12/6/2023	N Cedar		4	0.5	2	4	1,400	0.7
12/11/2023	Eaton and Cohasset		3	0.5	1.5	2	700	0.35
12/11/2023	Alt Site 2		3	1	3	3	1,050	0.525
12/11/2023	MLK		3	2	6	8	2,800	1.4
12/11/2023	Lindo 5th and Longfellow		3	2	6	5	700	0.35
12/12/2023	Lindo at Manzanita		3	3	9	5	1,750	0.875
12/12/2023	Humboldt at Overseer		3	0.5	1.5	3	1,050	0.525
12/12/2023	BCC at Nord		4	1	4	3	1,050	0.875
12/12/2023	N Cedar		4	0.5	2	1	350	0.175
12/13/2023	LCC at Cypress		4	0.5	2	1	350	0.175
12/13/2023	Lost Park		4	0.5	2	2	700	0.35
12/14/2023	Colorado Ave		5	0.5	2.5	6	2,100	1.05
12/14/2023	East Burmap BP		11	6	66	60	11,840	5.92
12/18/2023	Lindo at Manzanita Ct	CCW	9	2	18	3	1,050	0.525
12/18/2023	LCC at Everett		3	2.5	7.5	10	3,500	1.75
12/19/2023	BP at Kohls		4	0.5	2	4	1,400	0.7
12/19/2023	MLK		4	1	4	4	1,400	0.7
12/19/2023	Rio Lindo BP		4	1	4	2	700	0.35
12/20/2023	Lassen Eaton BP		3	0.5	1.5	2	700	0.35
12/20/2023	Lost Park		3	1	3	4	1,400	0.7
12/28/2023	MLK		2	2	4	4	1,400	0.7
12/28/2023	9th and Hazel		2	0.5	1	3	1,050	0.525
12/28/2023	10th and Hazel		2	0.5	11	2	700	0.35
					171	163	46,840	24

PHOTOGRAPHS





Light Pole Replacement



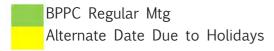
Middle Trail-After1



Light Pole Replacement

PROPOSED 2024 BIDWELL PARK & PLAYGROUND COMMISSION MEETING SCHEDULE -LAST MONDAY OF THE MONTH AT 6:00 P.M.

JANUARY	FEBRUARY	MARCH	APRIL
Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa Si	u Mo Tu We Th Fr Sa Su Mo	Tu We Th Fr Sa
31 1 2 3 4 5 6	28 29 30 31 1 2 3 2	5 26 27 28 29 1 2 31 1	2 3 4 5 6
7 8 9 10 11 12 13	4 5 6 7 8 9 10	3 4 5 6 7 8 9 7 8	9 10 11 12 13
14 15 16 17 18 19 20	11 12 13 14 15 16 17 1	0 11 12 13 14 15 16 14 15 1	16 17 18 19 20
21 22 23 24 25 26 27	18 19 20 21 22 23 24 1	7 18 19 20 21 22 23 21 22 2	23 24 25 26 27
28 29 30 31 1 2 3	25 <mark>26</mark> 27 28 29 1 2 24	4 25 26 27 28 29 30 28 29 3	30 1 2 3 4
4 5 6 7 8 9 10	3 4 5 6 7 8 9 3	1 1 2 3 4 5 6 5 6	7 8 9 10 11
MAY	JUNE	JULY	AUGUST
Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa Si	u Mo Tu We Th Fr Sa Su Mo	Tu We Th Fr Sa
28 29 30 1 2 3 4	26 27 28 29 30 31 1 3	0 1 2 3 4 5 6 28 29 3	30 31 1 2 3
5 6 7 8 9 10 11	2 3 4 5 6 7 8	7 8 9 10 11 12 13 4 5	6 7 8 9 10
12 13 14 15 16 17 18	9 10 11 12 13 14 15 1	4 15 16 17 18 19 20 11 12 1	13 14 15 16 17
19 <mark>20</mark> 2122232425	16 17 18 19 20 21 22 2	1 22 23 24 25 26 27 18 19 2	20 21 22 23 24
26 27 28 29 30 31 1	23 24 25 26 27 28 29 2	8	27 28 29 30 31
2 3 4 5 6 7 8	30 1 2 3 4 5 6	4 5 6 7 8 9 10 1 2	3 4 5 6 7
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Su Mo Tu We Th Fr Sa			Tu We Th Fr Sa
1 2 3 4 5 6 7	29 30 1 2 3 4 5		3 4 5 6 7
8 9 10 11 12 13 14			10 11 12 13 14
15 16 17 18 19 20 21	13 14 15 16 17 18 19		17 18 19 20 21
22 23 24 25 26 27 28	20 21 22 23 24 25 26		24 25 26 27 28
29 30 1 2 3 4 5			31 1 2 3 4
6 7 8 9 10 11 12	3 4 5 6 7 8 9	1 2 3 4 5 6 7 5 6	7 8 9 10 11





BPPC Division Report

Meeting Date 1/29/24

DATE: 1/29/24

TO: Bidwell Park and Playground Commission (BPPC)

FROM: Richie Bamlet, Urban Forest Manager

SUBJECT: Tree Division Report

NARRATIVE

1. Updates

- a. Tree City USA An application was submitted to the Arbor Day Foundation for the 40th Tree City USA award.
- <u>Service requests</u> In December 44 calls for service were received, of which only nine related to cracked, hanging or fallen limbs.

2. Planning/Monitoring

a. Damage Reports: One damage report was sent to Risk Management in December.

3. Planning and Building Development

- a. <u>Development Plans</u> Seven development plans were reviewed in December. Permit comments in the City TRAKIT permit system included species choice and suitable alternatives, plan requirements to indicate trees to be removed or retained, tree preservation language and Certificate of Occupancy requirements.
- **b.** <u>Downtown Complete streets</u> Public Works O&M provided commentary and feedback on the proposed Downtown Complete streets project in relation to removal and replacement of the tree canopy in the downtown core.
- c. Esplanade Corridor Safety and Accessibility Improvement Project Tree Division provided support and expertise to PW Engineering to move a 12" diameter, 30' tall Southern magnolia tree at Memorial Way/Oleander Ave. The tree was initially slated for removal as part of an upcoming roundabout installation. The tree was grown from seed obtained from the specimen tree adjacent to Bidwell mansion, which is one of the largest in California. See photos 1-4.

4. Miscellaneous

- a. Tree maintenance contract Bids have closed for the city tree maintenance contract. Seven bids were received. A review panel will assess the bids shortly and make recommendations to award contracts. The contract will consist of four main parts: tree removal, tree pruning, stump grinding and emergency response.
- b. Seed to Shade Public Works is currently preparing for the spring 2024 tree planting season. A variety of free trees are available including shade trees, ornamental trees for front yards as well as fruit trees. Residents wishing to receive a free tree should call Public Works 896 7800. To date 641 trees have been planted as part of the grant funded CalFire initiative.
- c. Trees for Babies Plans are being made for the next round of Enloe celebration tree deliveries. Over one hundred new parents are on the list to receive a celebration tree.

5. Maintenance

- **a.** <u>Young tree maintenance</u>. Over the winter period the focus is maintenance including topping up mulch beds in new tree planters, structural pruning as well as pulling and replacing dead trees.
- b. Service calls In December 44 calls for service were received. 9 (20%) were for cracked, hanging, or fallen limbs.
- **c.** <u>Walnut sale</u> Tree Division successfully negotiated the sale of a high-value walnut tree on W. Shasta Ave that required removal for safety concerns. Proceeds from the sale were deposited into the Tree Preservation Donation fund.

6. Outreach, Training and Education

a. UFM attended the 2023 ISA Virtual Event. Topics included tree risk, outreach and engagement approaches, successful tree establishment techniques.

7. Street Tree Supervisor Report

The Street Tree Supervisor's monthly summary data tables for December 2023 are included below:

			% Change from	
Category	Staff Hours	% of Total	Last Month	Trend
Tree Crew Hours				
1. Safety	152	10.5%	84.4%	
2. Tree Work	821	56.7%	93.8%	
3. Special Projects	20	1.4%	_	
4. Admin Time/Other	456	31.5%	211.1%	
Monthly Totals	1449	100.0%	114.0%	

a. Table 1 December Staff hours

Item	Values	% Change from Last Month	Trend
5. Productivity			
Calls			
Call Outs	19	54.3%	
Service Requests: Submitted	0	-	
Service Requests: Completed	61	62.9%	0000000
Sub Total	0	-	
Trees			
Planted: Trees	0	-	0
Pruned	202	102.5%	***************************************
Removed: Trees (smaller)	0	1	
Removed: Stumps	0	-	1
Removed: Trees	15	250.0%	
Sub Total	217	106.9%	***************************************

b. Table 2 December Staff productivity

8. Upcoming Issues

- **a.** Dudek continues to work on corrections and errors to finalize the UFMP. Once this stage is complete, hard copies will be created.
- **b.** FY 24/25 budget requests are currently being researched. Staff are researching the resource requirements to attain a 10-year pruning cycle on all public trees in the city right-of-way.
- **c.** UFM is working on a RFP for Seed to Shade contract support to provide community tree planting event services from spring 2024 onwards through spring 2025.
- **d.** The "Wednesday volunteers" will soon come back from the summer hiatus to start planting shade trees throughout the city. Trees planted are part of the "Seed to Shade" tree planting initiative which runs till March 2025.

PHOTOGRAPHS



Figure 1: 196 Memorial Way. Tree moving contractor "Props Tree and Landscape" from Rocklin, CA, 1/16/24. A 100" hydraulic tree spade used to dig up the root ball of a 12" Southern magnolia specimen. The tree was initially planted in 2012 as part of a tree planting event by local children. It was grown from seed from the historical magnolia tree located at Bidwell mansion, which is one of the largest in California.



Figure 2: Tree and root ball loaded for transportation to a new location.





Figure 3: Tree carefully replanted in its new location at Childrens playground.

Figure 4: The young tree will serve as an ongoing legacy to Bidwell.

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