



CITY OF CHICO
BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC)

Regular Meeting Agenda
November 16, 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 9/28/15.

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

Applicant (Under the Sun Events) requests a permit to host a race that starts at 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).

Applicant (Under the Sun Events) requests a permit for a team challenge run. The event will use the Five Mile Picnic Area and uses an out back 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).

Applicant (Fleet Feet Sports) requests to host a race that starts in Lower Park and extends into Middle Park. Applicant has hosted similar events for the past 6 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 (12/05/15)

Applicant (CSU Chico, Department of Kinesiology) requests permission to take 2 groups of 10 students each from a rock climbing class to Upper Park. The request includes 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)

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

ITEMS REMOVED FROM CONSENT – if any

3. NOTICED PUBLIC HEARINGS - None

4. REGULAR AGENDA

4.1. Consider 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 recommends acceptance of the donations as long as the donation exceeds the City's established In-Lieu Fee for tree replacement. **Recommendation:** *Recommendation to the City Council to accept the donation.*

4.2 Bidwell Golf Course Lease Amendment – Solar Array Installation

Bidwell Park Golf Club, Inc. has 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 requests that the Bidwell Park and Playground Commission recommend to the City Council to authorize the City Manager to enter the lease amendment.*

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. Review of Chico Rod and Gun Club – Dan Efseaff, Park and Natural Resource Manager.

6.2. Parks and Street Trees Division Report (September and October) - Dan Efseaff, Park and Natural Resource Manager.

7. **ADJOURNMENT**

Adjourn to the next regular meeting on 12/14/15 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
September 28, 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
Janine Rood
Drew Traulsen

Commissioners absent:

Valerie Reddemann

Staff present: Dan Efseaff (Park and Natural Resource Manager), Shane Romain (Park Services Coordinator), and Nancy Kelly (Administrative Analyst)

1.3. Special Recognition - Heidi Ortiz, Hourly Volunteer Coordinator

Chair Moravec presented Heidi Ortiz with a plaque in recognition of her hard work and Shane Romain, Dan Efseaff and Debbie Villaseñor each spoke a few words of appreciation.

2. CONSENT AGENDA

2.1. Approval of Meeting Minutes – 7/27/15 and 8/31/15

Chair Moravec pulled the meeting minutes of 8/31/15 for further discussion.

2.2. Results Radio – Pumpkin Head Contest (10/23/15)

Results Radio requested a permit to hold its annual Pumpkin Head Contest in City Plaza. This would be the 19th year for the event. The event required BPPC consideration as the run will use trails in Bidwell Park that are not considered intensive use areas. **Recommendation:** *Approve permit with conditions.*

2.3. Permit Application for the Almond Bow – 5K, ½ and Full Marathon in Lower, Middle and Upper Bidwell Park (11/1/15)

Chico Running Club requested a permit to host a run in Lower, Middle and Upper Park. This would be the 41st year for the event. The event required BPPC consideration as the run will use trails in Bidwell Park that are not considered intensive use areas. **Recommendation:** *Approve permit with conditions.*

MOTION: Approve the Consent agenda with the exception of the minutes of 8/31/15 as submitted. **MADE BY:** Rood. **SECOND:** Corley. **AYES:** 6 (Brentwood, Corley, Hernandez, Moravec, Rood, and Traulsen). **NOES:** 0. **ABSENT:** 1 (Reddemann).

ITEMS REMOVED FROM THE CONSENT AGENDA

- 2.1. Meeting minutes of 8/31/15** – These minutes were pulled from the Consent Agenda by Chair Moravec.

Chair Moravec explained that in regards to item 4.1 (Public Forum for PG&E), staff had requested an opinion from the City Attorney as to whether permits would be required by PG&E to cut down trees. At the time that the forum took place, staff had not heard back from the attorney.

Since then, the City Attorney has confirmed that no permits are required. Moravec suggested the language be cleaned up in the draft minutes of 8/31/15 to reflect this.

In the first paragraph, second sentence.....

“This work appears to fall within the existing utility easement...” should read *“This work falls within the existing utility easement...”*

“it appears that no City permit or action is required at this time.” Should read *“no City permit or action is required at this time.”*

In the third paragraph, second sentence.....

“It looks like a permit is not required”. Should read *“A permit is not required.”*

Comments from the public - None.

MOTION: To adjust the language in the draft minutes of 8/31/15 as noted above. **MADE BY:** Rood. **SECOND:** Corley. **AYES:** 6 (Brentwood, Corley, Hernandez, Moravec, Rood, and Traulsen). **NOES:** 0. **ABSENT:** 1 (Reddemann).

MOTION: Approve the minutes of 8/31/15 as amended. **MADE BY:** Corley. **SECOND:** Traulsen. **AYES:** 6 (Brentwood, Corley, Hernandez, Moravec, Rood, and Traulsen). **NOES:** 0. **ABSENT:** 1 (Reddemann).

3. NOTICED PUBLIC HEARINGS – None

4. REGULAR AGENDA

- 4.1. National Multiple Sclerosis Society – Walk for Multiple Sclerosis Fundraiser (4/17/16)** The National Multiple Sclerosis Society has asked for a 9 a.m. start time and a 10 a.m. opening time because many of the walk participants have multiple sclerosis (MS). For many of the participants, arriving to check in at 7:45 a.m. and walk at 8:30 a.m. is too early. **Recommendation:** *Approve permit with conditions and later start/gate opening time.*

Park Services Coordinator Romain provided the overview on this item. This would be the second year of the event. The evaluation of the first year went very well; however, some of the participants had difficulties with the early start time. Since this event is under 1,000 participants, Commission approval is required to modify the start and gate opening times. The gates regularly open at 9 a.m., but an opening time of 10 a.m. is being requested in order to reduce the burden on their participants.

Comments from the Public

Amy Clark (Walk MS Fundraiser) added that in addition to helping the participants, it is also difficult to find volunteers that arrive on time for the event. With a later start time, it would be a little easier for volunteers to be prompt.

MOTION: To approve the permit with conditions outlined in the staff report. **MADE BY:** Brentwood. **SECOND:** Traulsen. **AYES:** 6 (Brentwood, Corley, Hernandez, Moravec, Rood, and Traulsen). **NOES:** 0. **ABSENT:** 1 (Reddemann).

- 4.2. Approval of Biennial Work Plan – In years past, the City Council required Commissions to develop biennial work plans to define goals and priorities. At the 1/26/15 BPPC meeting, staff introduced the process and provided a brief update of current priorities. Based on Commissioner and public input, staff developed a proposed list of 2015-2016 Work Plan Priorities. While the City Council is reviewing the practice and may not require it in the future, an adopted work plan will help the BPPC define priorities. **Recommendation:** Staff requests that the BPPC consider and approve the 2015-2016 Work Plan Priorities.

P&NRD Efseaff provided the overview of this item.

The Commission review the items outlined on the Priority List and the Secondary Priorities list.

Some discussion points included the review of park fees, safety issues, code revisions, lighting at Sycamore Pool area, fee schedule, donations back to the park by park permit holders for commercial use, streamlining the process of removing trees that are deemed dead, dying or dangerous, and the hiring of an Urban Forest Manager.

During their discussion on safety in the park, Hernandez expressed his interest in formalizing Commission participation in the Public Safety meetings.

After great discussion, the Commission made the following modification to the Priority List:

- Item 3. – Review and update Park policies, rules and fees. ~~Complete two of the following:~~
- Item 3.a. – Review and adjust current rules, fee structure, and practices for reservations, events, and special uses (weddings, research, field trips, events, etc.).

Comments from the Public

Woody Elliott inquired about the Updating of the Natural Resources Management Plan and the lack of available staffing; and, the review and update of the Street Trees Management Plan.

Charles Withuhn asked if there would be Street Tree Committee meetings in order to discuss improving the street tree list.

MOTION: To approve the 2015-16 BPPC Biennial Work Plan with changes outlined above. **MADE BY:** Brentwood. **SECOND:** Rood. **AYES:** 6 (Brentwood, Corley, Hernandez, Moravec, Rood, and Traulsen). **NOES:** 0. **ABSENT:** 1 (Reddemann).

5. BUSINESS FROM THE FLOOR

Alex Buchmiller addressed the Commission about his friend, Red Rhodis, who had rebuilt the restrooms and Humpty Dumpty at Caper Acres back in the early 80's. Mr. Buchmiller stated that while his time and materials were donated, he would like his time and efforts to be acknowledged.

6. REPORTS

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

Efseaff reported the following:

- Staff met with Outside Recreation Advocacy, Inc. and they have placed mulch on all tee pads located at Peregrine Point. Staff is working with them on follow up dates of the alternate hole placement. They did have a suggestion on the

alternate hole placement of removing existing baskets and using toll poles in the interim.

- As a result of donations, the Bird Cage structure at Caper Acres was repaired and open for the first time in years. Bunker Hill has been demolished and the area is expected to be seeded over winter.
- Ranger reports are available that cover incidents, citations, trends for the year. This information is collected by location.
- A contract is in place with M&S Wesley for routine planting and pruning of street trees.
- A copy of the Annual Report for 2014 is available for reference.
- Commended the community for the strong showing of support for Caper Acres.

Romain reported the following:

- The Bidwell Birthday Bash (110 year anniversary of Annie Bidwell deeding the park to the City) was a success. There was a steady stream of people throughout the day, great music and a showing of Wizard of Oz at Sycamore Field.
- A Jake Early Caper Acres designed Klean Kanteen is available for purchase for \$25. Each sale generates \$10 towards the Caper Acres fund.
- Upper Park Clothing has designed a Caper Acres t-shirt to help raise funds for the Caper Acres fund. Each sale generates \$10 towards the Caper Acres fund.
- Make a Difference Day is coming up on October 24th.
- The first online registration thru RacePlanner.com is now available. This allows for a lot of front end organizing.
- The Alliance For Workforce Development contributed about 800 hours during the month of August.
- CARD will be starting work on the Rose Garden soon.
- Friends of Bidwell Park, Friends of Comanche Creek, the Downtown Cleanup Brigade, the Jesus Center and the StreamTeam have all logged several hours this month.
- Moving forward, there is an enormous effort of community support for Caper Acres.

7. ADJOURNMENT

Adjourned at 8:25 p.m. to the next regular meeting on October 26, 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

Date

Distribution: BPPC

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BPPC Staff Report

Meeting Date: 11/16/2015

DATE: 10/09/15
 TO: Bidwell Park and Playground Commission
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Permit for Under the Sun Events – Frost or Fog 5k, ¼ Marathon and 10 Mile Race in Middle and Upper Park

REPORT IN BRIEF:

Under the Sun Events requests a permit to host a race that starts 5 Mile Picnic Area and extends into Middle and Upper Park on Saturday, January 23, 2015. In addition to the 5k and ¼ marathon, the applicant has added a 10 mile race to the event.

Recommendation: *Conditional approval.*

Event Details

Date of Application	9/17/2015
Date of Event	1/23/2016
Time of Event	5:00 AM - 12:00 PM
Event Name	Frost or Fog 5k, ¼ Marathon and 10 Mile Run
Applicant Name	Nikki Stadler
Location	5 Mile Picnic Area to Middle and Upper Bidwell Park
Description	Trail run from 5 Mile Picnic Area all the way to B Trail on Upper Park Rd.
New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Years? 12
# Participants	500
Reason for BPPC Consideration?	Not an intensive use area.
BPMMP Consideration	Running is a permissible use under the Bidwell Park Master Management Plan (BPMMP). The plan also notes that Upper Park is a protected area for non-intensive recreational uses and non-intensive wilderness compatible recreation shall be provided in Upper Park (O.Upper-2; I. Upper-1). The use of Upper Park trails for the race is considered an intensive use and requires BPPC approval.

Conditions

Staff recommends the following conditions:

- Continued adherence to all park rules.
- Close Upper Park gravel road to vehicle traffic during the event.
- The applicant must provide sufficient monitoring to keep racers on the established route as well as direct traffic where the route crosses the road. Adequate free standing signage must also be in place in order to ensure racers follow the established routes and also to notify other park users of the event.
- Much of the route along paths or trails that can accommodate use during more wet conditions (Middle Park trails south of Upper Park Rd to Five Mile Way). The applicant has agreed to move the route to paved paths and roads in the case of a wet weather closure of the trails. The revised course will be subject to Park Division approval.
- 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: A. Application & Permit for Park Use

Distribution: Nikki Stadler

10/21/2015



City of Chico

APPLICATION & PERMIT FOR PARK USE

Public Works Department - Park Division

Frost or Fog

Type of Event:

PUBLIC PRIVATE

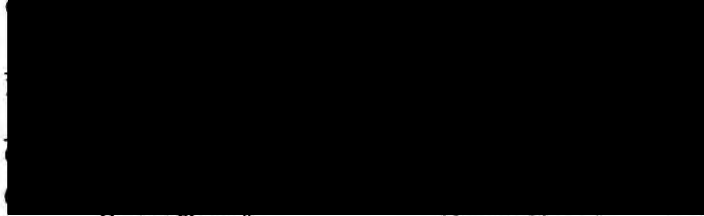
SECTION 1 - APPLICANT INFORMATION

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

THIS RESERVATION IS NOT VALID UNTIL APPROVED BY THE PARK DIVISION. *Frost or Fog* PLEASE PRINT:

Nikki Stadler
Name of Applicant/Contact Person

Under the Sun Events



Contact Phone # _____ Alternate Phone # _____

5k, 1/4 marathon + 10 mile run
Description of Event: (family BBQ, walk/run, describe below if needed)

Sat, January 23, 2016
Day and Date of Event:

From: 5:30am To: Noon
Total Time Needed for Set-up, Event, and Clean-up

From: 7:30 To: 11am 5:00

E-mail: _____

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
- Electricity (15 amp)
- tables, restroom area (circle)
- Meadow
- 100 amp Electrical Service
- 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: 5k, 1/4 marathon + 10-mile trail run in Upper park.

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 \$ 180.00 (\$11.00 minimum, please call for quote)
- Insurance Fee \$ 40.- (\$40.00 to process outside insurance)
- Vendor Fee # _____ \$ _____ (\$6.00 per vendor)
- Damage Deposit \$ 100.- (\$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

Park Fee Total: \$ 371.50

Convenience Fee: \$ _____

Total Fee Required: \$ 371.50

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: CR 400634 Payment Method: CK 2280 Date: 2/17/18 Received By: TR

Office	Permit File (original)	Park Ranger 1	Senior Park Ranger	Applicant	Email(various)	Park Services Coordinator
Distribution:	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>12</u>	<input checked="" type="radio"/> Yes	No
Is there a patron admission, entry, or participant fee(s) required for your event?	<input checked="" type="radio"/> 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</u>	<input checked="" type="radio"/> Yes	No
When will amplified sound/music be heard? Time from: <u>7:00am</u> until: <u>11am</u> amps needed (15 or 100) _____ <small>Note: 100 amp electrical service requires a certified electrician to operate.</small>		
Will there be any entertainment apparatus? (Operator to provide proof of insurance) [] Bounce house [] Climbing wall [] Ropes Course [] Other: _____ Name of Operator: _____	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No
Will event require that any part of the Park remain closed beyond the normal time of opening? <small>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.)</small> If "yes" please state which gate(s): _____	Yes	<input checked="" type="radio"/> No
Time of closure from: _____ until: _____		
Will there be early entrance into the Park for setup?	<input checked="" type="radio"/> Yes	No
*If "yes" when will monitors be at their position(s)? Time from: <u>5:30</u> until: <u>7:30</u> <small>Note: Gate Monitors are required at the entrances and exits for early Park entrance. An additional fee may be charged for early entrance</small>		
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	<input checked="" type="radio"/> 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>Johnny on the Spot</u> Phone Number <u>624-5908</u> Location of portable restrooms <u>at parking lot</u> <small>Note: Restrooms shall be removed within 24 hrs after conclusion of event.</small>	<input checked="" type="radio"/> 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>3</u> Number of Recycling Containers <u>3</u> Sanitation Company <u>Re colony</u> Phone Number _____ <small>Note: Sanitation containers shall be removed within 24 hrs after conclusion of event.</small>	<input checked="" type="radio"/> 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>mile markers</u> <small>Note: All signs and banners shall be free standing and not affixed to Park property.</small>	<input checked="" type="radio"/> 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. <small>Note: Please request a water coupler key for City Plaza, Children's Playground, and Cedar Grove.</small>	Yes	<input checked="" type="radio"/> No
Do you request irrigation to be turned off before and during your event?	Yes	<input checked="" type="radio"/> 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? <small>If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.</small>	Yes	No
Will City street closure(s) be needed? <small>A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.</small>	Yes	No

*We will need the levee gate opened by 7:30am. We will also need access beyond the diversion dam for course set up (cones, mile markers, aid station).

Date: September 16, 2015

To: City of Chico

From: Nikki Stadler, Race Director

Re: Course Information for Frost or Fog 10-Mile, ¼ Marathon and 5K

Course Start and Finish Lines will be at the 5-Mile Recreation Area.

The run will begin at the west side of 5-Mile Recreation Area on the north side of the bridge that separates 5-Mile and Hooker Oak. The run will continue north on the levee and out the gate. Runners will turn right and stay on the trail that is parallel to Wildwood Avenue and Upper Park Rd. (The run will be on trail unless trails are closed due to weather. If weather is a factor, runners will run on the pavement.) Runners will cross Upper Park Rd at the first parking lot (North Rim Parking Lot) and continue on the trail that connects to the bike path. We will have volunteers directing runners where to go. Runners will use their own discretion for crossing the road when it is safe. We will not close the road for car traffic. Runners will continue on the bike path to the shooting range. 5K runners will turn around at the shooting range (we will have a water station located there) and 10-Mile and ¼ Marathon runners will continue on the road back to Bear Hole. Bear Hole is the ¼ Marathon turnaround point and second aid/water station. 10-Mile runners will continue on Upper Park Rd past Salmon Hole and turnaround approximately .15 miles after B Trail connects to Upper Park Rd. We would like to have another aid/water station at this point. Runners will continue back along the same course they came out on. All runners will continue back on the bike path and cross over at 5 Mile Way. All runners will continue on 5 Mile Way to the bridge at 5-Mile Recreation Area. The run will finish for all runners at the end of that bridge. We will have refreshments, music, etc. for all participants.

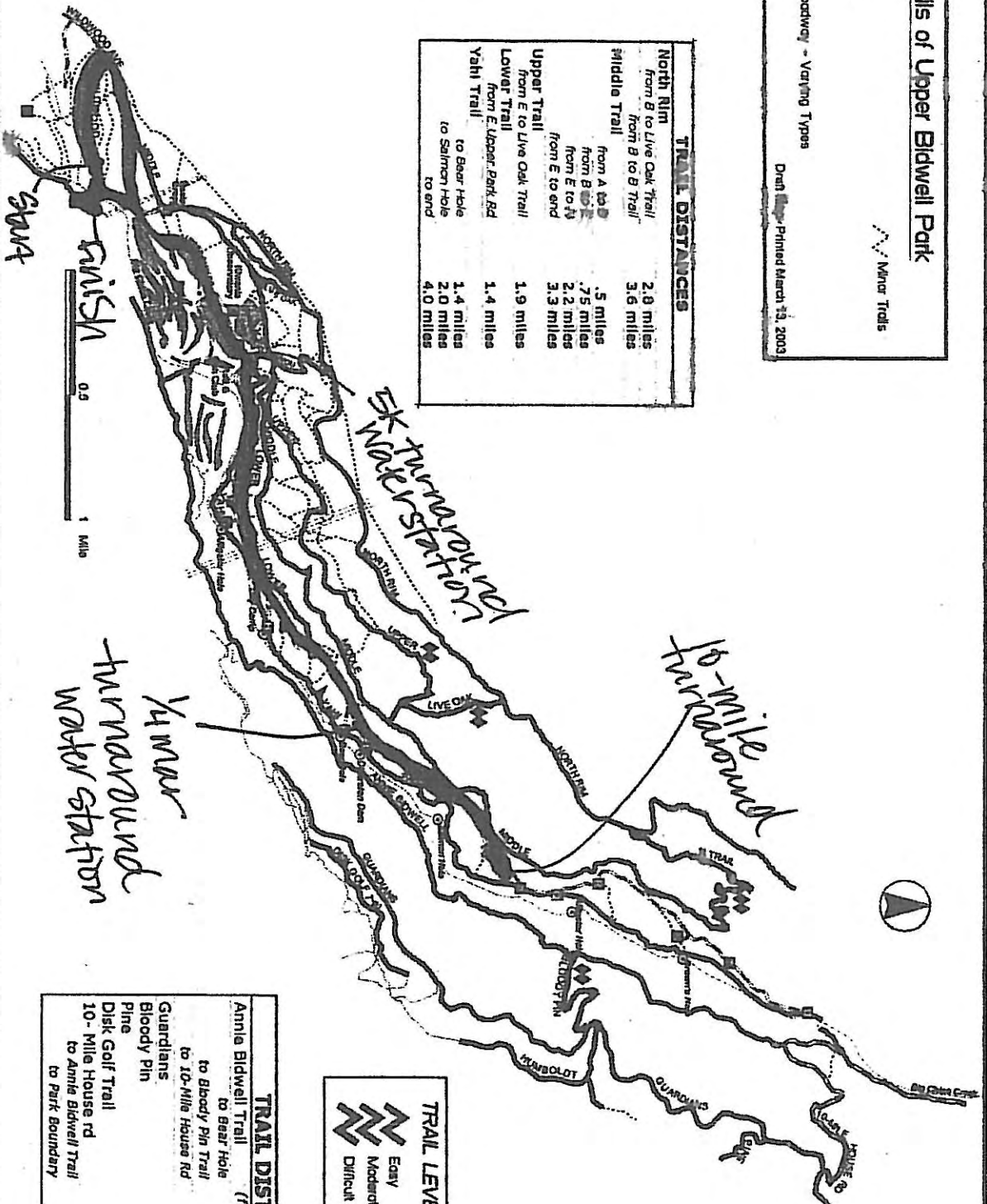
Trails of Upper Bidwell Park

- Parking
- ⊙ Powerlines
- ⊙ Swimming
- ⊙ Improved Roadway - Varying Types

Minor Trails

Draft Map Printed March 13, 2003

TRAIL DISTANCES	
North Rim from B to Live Oak Trail	2.8 miles
Middle Trail from B to B Trail	3.6 miles
Upper Trail from A to B from B to E from E to A	.5 miles .75 miles 2.2 miles
Lower Trail from E to Live Oak Trail	3.3 miles
Yahi Trail from E Upper Park Rd to Bear Hole to Salmon Hole to end	1.9 miles 1.4 miles 2.0 miles 4.0 miles



TRAIL DISTANCES	
Annie Bidwell Trail to Bear Hole	2.2 miles
to Bloody Pin Trail	3.7 miles
to 10-Mile House Rd	4.7 miles
Guardians	3.4 miles
Bloody Pin	0.9 miles
Pine	0.3 miles
Disk Golf Trail	0.8 miles
10-Mile House rd to Annie Bidwell Trail	1.2 miles
to Park Boundary	2.0 miles

- TRAIL LEVEL OF DIFFICULTY**
- Easy
 - Moderate
 - Difficult
 - Most Difficult



Alternate Course Route for Jack Frost 10k on December 13th, 2015

To whom it may concern:

If the course needs to be altered due to weather conditions, the course will change as follows: We would still begin at Cedar Grove but instead of crossing the Manzanita bridge, the runners would turn left and head back to stay in lower park. They would follow the park road all the way down one mile and out towards the CARD center. They would go onto Pine Street and then turn left to get back onto upper park road. They would then follow the road back to Cedar Grove for the finish.

Thank you for your time,

Carly Boettcher
Race Director
Fleet Feet Sports, Chico
530-345-1000

CITY OF CHICAGO
FINANCE OFFICE / 879-7320

Name: UNDER THE SUN EVENTS
ID:
Reference Date: 09/17/15

Receipt #: CR400634
Date: 09/17/15 Time: 09:09:30

=====

002-000-42699	1/23/16 5MILE PARK-ADMN	CK 2280 Other Service Char	19.00
002-000-42501	1/23/16 5MILE PARK-ADMN	CK 2280 Park Use Fees	180.00
900-000-42699	1/23/16 5MILE GENERAL LIAB INS R	CK 2280 Other Service Char	40.00
920-000-21100	1/23/16 5MILE REVOLVING-ADMN	CK 2280 CUSTOMER DEPOSITS	100.00
002-000-42501	1/23/16 5MILE PARK-ADMN	CK 2280 Park Use Fees	32.50

Total Receipt Amount: 371.50

Prepared By: GFC

Batch Id: CRPK917A



BPPC Staff Report

Meeting Date 11/16/15

DATE: 10/7/15
 TO: Bidwell Park and Playground Commission
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Under The Sun Events - Love On The Rocks 5K/10K Run (2/13/16)

REPORT IN BRIEF:

Love on the Rocks is a team challenge run. The event will use the Five Mile Picnic Area and run out and back on the North Rim Trail with use of the pedestrian bridge on the return. **Recommendation:** *Conditional approval.*

Event Details

Date of Application	9/16/15
Date and Time of Event	2/13/16 6:00 A.M. – 12:00 P.M.
Event Name	Love on the Rocks 5K / 10K Run
Applicant Name	Nikki Stadler
Description	5K / 10K Run in Middle and Upper Park
New Event? / # years?	3 years
# Participants	150
Reason for BPPC Consideration?	This group is requesting the non-intensive use areas of Middle and Upper Park
BPMMP Guidance	While running/walking is a permissible use under the Bidwell Park Master Management Plan, there is the potential that a large event could become incompatible with other activities. The numbers under this application are less than other comparable events. The plan also notes that Middle and Upper Park are protected areas for primarily non-intensive recreational uses (O.Middle-1; O. Upper-2; O. Upper-4).

Conditions

Staff recommends the following conditions:

- Continued adherence to all park rules.
- The applicant must provide sufficient monitoring to keep racers on the established route as well as direct traffic where the route crosses Upper Park road. Adequate signage must also be in place in order to ensure racers follow the established routes and also to notify other park users of the event.
- Much of the route is along paths or trails that can accommodate use during wet conditions (Middle Park trails south of Upper Park Rd to Five Mile Way and North Rim Trail). The applicant has agreed to move the route to paved paths and roads in the case of a wet weather closure of the trails. The revised course will be subject to Park Division approval.
- 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: Nikki Stadler



City of Chico

APPLICATION & PERMIT FOR PARK USE

Public Works Department - Park Division

Love on the Rocks

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:

Nikky Stadler
Name of Applicant/Contact Person

5K/10K Team Trail Challenge Run
Description of Event: (family BBQ, walk/run, describe below if needed)

Under the Sun Events
Organization Name (if applicable)

Sat, Feb 13, 2016
Day and Date of Event:

From: 6am To: NOON
Total Time Needed for Set-up, Event, and Clean-up

From: 8am To: 11am 150



Contact Phone #

Alternate Phone #

E-mail address:
 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
- Electricity (15 amp)
- Tables, restroom area (circle)
- Children's Playground
- Electricity (15 amp)-Pick up key on: _____ Mon - Fri 8:00 - 3:30
- Water (public events only)
- City Plaza (Additional fees may apply)
- Electricity (15 amp)
- Event Restrooms
- Fountain - On
- Meter Bags # _____
- Meadow
- 100 amp Electrical Service
- Water (public events only)
- 100 amp Electrical Service
- Water (public events only)
- Fountain - Off
- 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: 5K+10K trail run up North Run Trail. If trails are closed we will use Upper Park Rd.

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 \$ 60.50 (\$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 (\$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

Park Fee Total: \$ 252.00

Convenience Fee: \$ _____

Total Fee Required: \$ 252.00

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. CR400635 Payment Method: CK 2281 Date: 9/17/15 Received By: TR

Office Distribution: Park 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

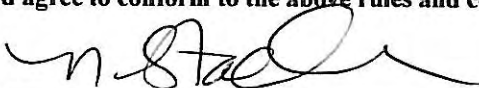
CONDITIONS FOR PARK USE

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: _____



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:

January 29, 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 W. Stadel

Signature of Applicant

X 16 Sept 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

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>2 - This will be 3rd yr</u>	<input checked="" type="radio"/> Yes	No
Is there a patron admission, entry, or participant fee(s) required for your event?	<input checked="" type="radio"/> 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</u>	<input checked="" type="radio"/> Yes	No
When will amplified sound/music be heard? Time from: <u>7:30am</u> until: <u>11:00am</u> amps needed (15 or 100) _____ <small>Note: 100 amp electrical service requires a certified electrician to operate.</small>		
Will there be any entertainment apparatus? (Operator to provide proof of insurance) <input type="checkbox"/> Bounce house <input type="checkbox"/> Climbing wall <input type="checkbox"/> Ropes Course <input type="checkbox"/> Other: _____ Name of Operator: _____	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No
Will event require that any part of the Park remain closed beyond the normal time of opening? <small>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.</small> (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	<input checked="" type="radio"/> 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>8am</u> <small>Note: Gate Monitors are required at the entrances and exits for early Park entrance. An additional fee may be charged for early entrance</small>	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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 _____ <small>Note: Restrooms shall be removed within 24 hrs after conclusion of event.</small>	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 _____ <small>Note: Sanitation containers shall be removed within 24 hrs after conclusion of event.</small>	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>mile markers</u> <small>Note: All signs and banners shall be free standing and not affixed to Park property.</small>	<input checked="" type="radio"/> 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. <small>Note: Please request a water coupler key for City Plaza, Children's Playground, and Cedar Grove.</small>	Yes	<input checked="" type="radio"/> No
Do you request irrigation to be turned off before and during your event?	<input checked="" type="radio"/> 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? <small>If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.</small>	Yes	No
Will City street closure(s) be needed? <small>A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.</small>	Yes	No

September 16, 2015

The City of Chico

attn.: Ranger Shane Romain

Re: Love on the Rocks 5K/10K Team Challenge Course Description

Dear Ranger Shane,

I have attached the park map supplied by the City office but below is a more complete description of the course.

Love on the Rocks (LOTR) 5K/10K Team Challenge:

5K: The LOTR course begins at 5-Mile Recreation Area near the levee. Runners will run out the levee toward Wildwood Rd. (We would like to have the levee gate open so runners do not have to jump over the bar to get to the pedestrian bridge.) Runners will turn right onto the pedestrian bridge and continue on the Wildwood Trail (the trail parallel and closest to Wildwood Rd.) When the runners hit Parking Lot A they will cross Upper Park Rd. and continue onto Middle Trail toward the Easter Cross. 5K runners will continue up North Rim Trail and come down Blue Oak Trail. They will cross Upper Park Rd. at 5 Mile Way and finish the run by crossing the bridge at 5 Mile. (For reference...this is exactly how we finish the Frost or Fog course.)

10K: The 10K course is exactly the same as the 5K course except when 5K runners turn at Blue Oak Trail, 10K runners will continue up North Rim Trail for another 1.5 miles. They will turnaround (we will have signage) and continue down North Rim Trail and turn left onto Blue Oak Trail, cross Upper Park Rd. and continue on 5 Mile Way to the bridge back to 5 Mile Recreation Area.

Please do not hesitate to contact me at 530-966-3241 or nikki@underthesunevents.org if you have any questions. Thank you! Nikki Stadler

Trails of Upper Bidwell Park

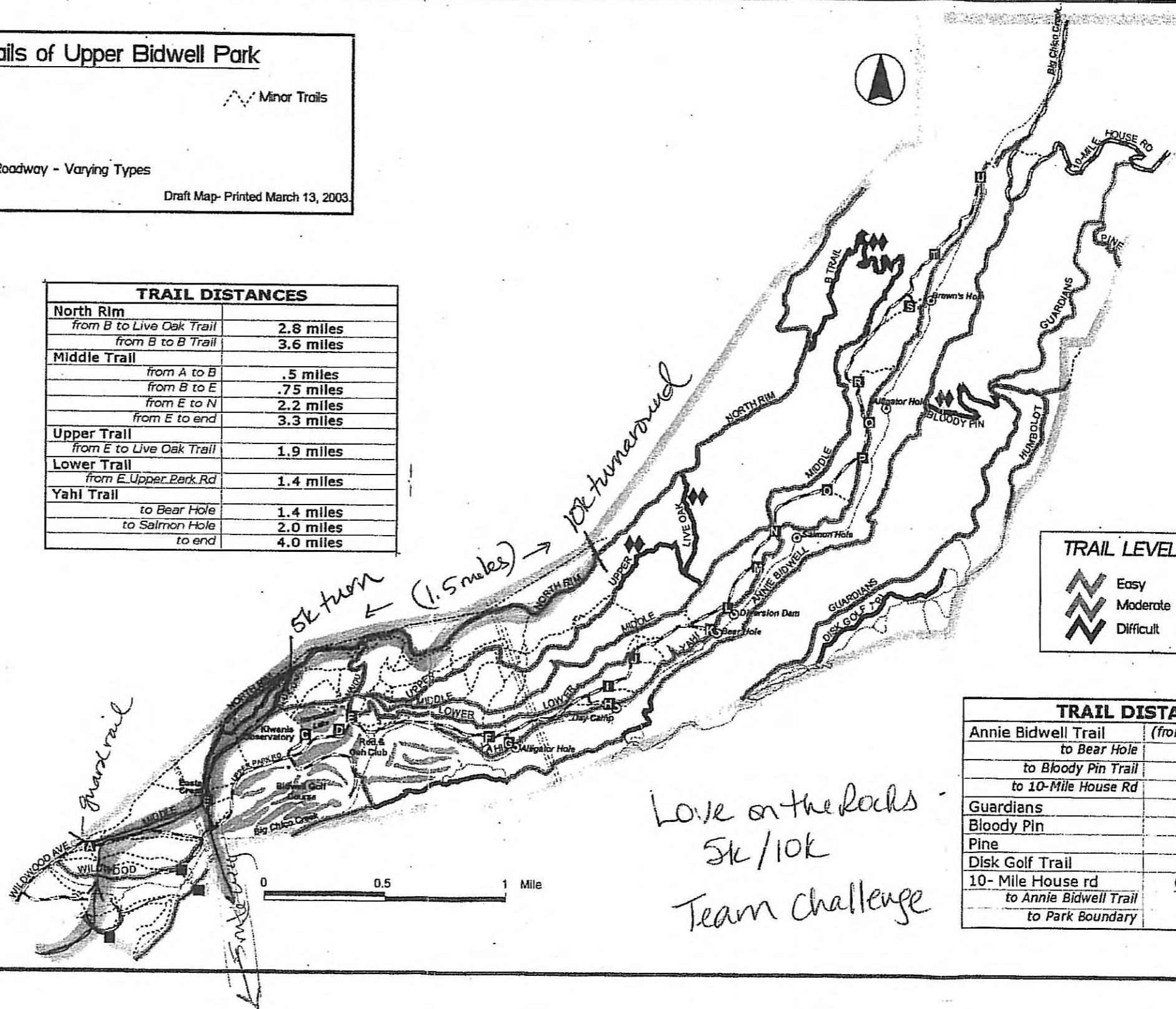
- Parking
- ⚡ Powerlines
- ⊙ Swimming
- ⤴ Improved Roadway - Varying Types
- ⚓ Minor Trails

Draft Map- Printed March 13, 2003.

TRAIL DISTANCES	
North Rim	
from B to Live Oak Trail	2.8 miles
from B to B Trail	3.6 miles
Middle Trail	
from A to B	.5 miles
from B to E	.75 miles
from E to N	2.2 miles
from E to end	3.3 miles
Upper Trail	
from E to Live Oak Trail	1.9 miles
Lower Trail	
from E Upper Park Rd	1.4 miles
Yahl Trail	
to Bear Hole	1.4 miles
to Salmon Hole	2.0 miles
to end	4.0 miles

TRAIL LEVEL OF DIFFICULTY	
	Easy
	Moderate
	Difficult
	Most Difficult

TRAIL DISTANCES	
Annie Bidwell Trail	(from old pistol range)
to Bear Hole	2.2 miles
to Bloody Pin Trail	3.7 miles
to 10-Mile House Rd	4.7 miles
Guardians	3.4 miles
Bloody Pin	0.9 miles
Pine	0.3 miles
Disk Golf Trail	0.8 miles
10- Mile House rd	(from Highway 32)
to Annie Bidwell Trail	1.2 miles
to Park Boundary	2.0 miles



Love on the Rocks -
St/10k
Team challenge

CITY OF CHICO
FINANCE OFFICE / 879-7320

Name: UNDER THE SUN EVENTS
ID:
Reference Date: 09/17/15

Receipt #: CR400635
Date: 09/17/15 Time: 09:11:52

=====

002-000-42699	2/13/16 SMILE	CK 2281		
	PARK-ADMN	Other Service Char	19.00	
002-000-42501	2/13/16 SMILE	CK 2281		
	PARK-ADMN	Park Use Fees	60.50	
900-000-42699	2/13/16 SMILE	CK 2281		
	GENERAL LIAB INS R	Other Service Char	40.00	
920-000-21100	2/13/16 SMILE	CK 2281		
	REVOLVING-ADMN	CUSTOMER DEPOSITS	100.00	
002-000-42501	2/13/16 SMILE	CK 2281		
	PARK-ADMN	Park Use Fees	32.50	

Total Receipt Amount: 252.00

Prepared By: GFC Batch Id: CRPK917A



BPPC Staff Report

Meeting Date 11/16/15

DATE: 10/9/15
 TO: Bidwell Park and Playground Commission
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Application and Permit for the Jack Frost 10K

REPORT IN BRIEF:

Fleet Feet Sports requests to host a race that starts in Lower Park and extends into Middle Park. Applicant has hosted similar events for the past 6 years. Much of the route is along paths or trails that can accommodate use during wet weather conditions. **Recommendation:** Conditional approval.

Event Details

Date of Application	8/19/15
Date of Event	December 13, 2015
Time of Event	6:15 A.M. – 10:30 A.M.
Event Name	Jack Frost 10K
Applicant Name	Carly Boettcher
Description	10K Race
New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Years? 5
# Participants	300
Reason for BPPC Consideration?	Not an intensive use area.
BPMMP Consideration	Running/walking is a permissible use under the Bidwell Park Master Management Plan (BPMMP); however, large events could become incompatible with other activities. The plan also notes that Middle Park is an area protected primarily for non-intensive recreational uses (O.Middle-1). The numbers under this application are at the cap on other similar events (500)

Conditions

Staff recommends the following conditions:

- Continued adherence to all park rules.
- Maintain participants below the participant cap of similar events (500).
- Set-up vehicles must travel on established gravel and paved roads and comply with all laws.
- The applicant must provide sufficient monitoring to keep racers on the established route as well as direct traffic where the route crosses the road. (Per 2012 evaluation: *Signage "should be designed to be more visible and located in several places."*) Signage must also be in place in order to ensure racers follow the established routes and also to notify other park users of the event.
- The course route will be moved to paved paths and roads in the event of a wet weather closure.
- Additionally, the pedestrian underpass at Manzanita will be utilized, therefore minimizing pedestrian/vehicle interactions. In the event that the underpass is closed, monitors will be utilized to direct traffic and participants across the road.
- In the event that trails are closed due to wet weather, the race course will be moved to paved paths and roads. Applicant will be asked to submit an alternative wet weather compliant route to the Park Division.
- Carpooling and alternative parking solutions should be considered.
- 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 a 10k race in Lower and Middle Park

Distribution: Carly Boettcher
10/21/2015



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:

Name of Applicant/Contact Person: Carly Boettcher

Description of Event: (family BBQ, walk/run, describe below if needed) Jack Frost 10K Run

Organization Name (if applicable): Fleet Feet Sports

Day and Date of Event: December 13th, 2015 (Sunday)

Contact Phone # _____ Alternate Phone # _____

[Redacted]

From: 6:15 AM To: 10:30 AM
 Total Time Needed for Set-up, Event, and Clean-up

From: 8:00 AM To: 10:00 AM 300
 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.

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) tables, restroom area (circle) 100 amp Electrical Service 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: 10K Run

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 (\$11.00 minimum, please call for quote)
- Insurance Fee \$ 40 (\$40.00 to process outside insurance)
- Vendor Fee # _____ \$ _____ (\$6.00 per vendor)
- Damage Deposit \$ 100 (\$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: \$ 341.50

Convenience Fee: \$ _____

Total Fee Required: \$ _____

City of Chico Cash Receipt No. CR 399625 Payment Method: CHK 1509 Date: 8/19/15 Received By: LH

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: Carly Bouette

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: November 27, 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 Curly Buehler
Signature of Applicant

X 8/19/2015
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

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>6</u>	<input checked="" type="radio"/> Yes	No
Is there a patron admission, entry, or participant fee(s) required for your event?	<input checked="" type="radio"/> 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>SMALL PA system</u>	<input checked="" type="radio"/> Yes	No
When will amplified sound/music be heard? Time from: <u>7:30am</u> until: <u>10:00am</u> amps needed <u>(15 or 100)</u> <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: _____ Name of Operator: _____	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No
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): _____ Time of closure from: _____ until: _____	Yes	<input checked="" type="radio"/> No
Will there be early entrance into the Park for setup? If "yes" when will monitors be at their position(s)? Time from: <u>6:15am</u> until: <u>10:30am</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>	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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>Johnny on the spot</u> Phone Number <u>893-5087</u> Location of portable restrooms <u>next to Cedar Grove bathroom</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>2</u> Number of Recycling Containers <u>2</u> <u>to be provided by Fleet Feet</u> Sanitation Company _____ 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>mile markers start/finish line</u> <i>Note: All signs and banners shall be free standing and not affixed to Park property.</i>	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No
Do you request irrigation to be turned off before and during your event?	Yes	<input checked="" type="radio"/> 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? <i>If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.</i>	Yes	No
Will City street closure(s) be needed? <i>A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.</i>	Yes	No

Jack Frost 10K Course Outline and Mile Marker Indications

Mile 0: Start is at fence line at Deer Pens. Runners head east on South Park Drive

Mile 1: Course runs adjacent to Centennial Dr. towards Manzanita. Marker placed between fourth and fifth tree on right just past Hoswick/Centennial road sign.

Course continues east and under the bridge at the intersection of Manzanita and Centennial Dr. COURSE MONITOR just before underpass manning aid station. Course continues east on other side of bridge by veering left onto the footpath. NOTE: If underpass is flooded, runners will need to cross the road. In this case, need another course monitor for street crossing guidance.

Course veers right at Hooker Oak/5 Mile intersection (COURSE MONITOR) and on footpath around 5 Mile and left onto footpath when footbridge is visible. COURSE MONITOR on footpath. Course crosses the footbridge and up embankment straight to road. COURSE MONITOR at road. Course turns left on road and continues to end of road, onto trail, and follows the main trail with levee on left.

Mile 2: Marker to be placed in front of large tree cut in half to allow passage across path.

Trail reaches Upper Park Road (COURSE MONITOR) and turns left over levee bridge, immediate left onto other side of levee until the Hooker Oak/5 Mile intersection (COURSE MONITOR – same as above) and turns right onto footpath.

Mile 3: Marker to be placed after second wooden Horses> / Bike> sign parallel with telephone pole to front/right of sign

Course goes under bridge at intersection of Manzanita and Centennial Dr. COURSE MONITOR and Aid Station will be on other side of bridge. Course turns right onto footbridge, left onto footpath.

Course veers right onto trail where wooden Horses> / Bike> sign is posted. COURSE MONITOR at this marker. Follow trail through orchard and continue straight.

Mile 4: Marker placed next to Vita Course 10 sign on left of trail

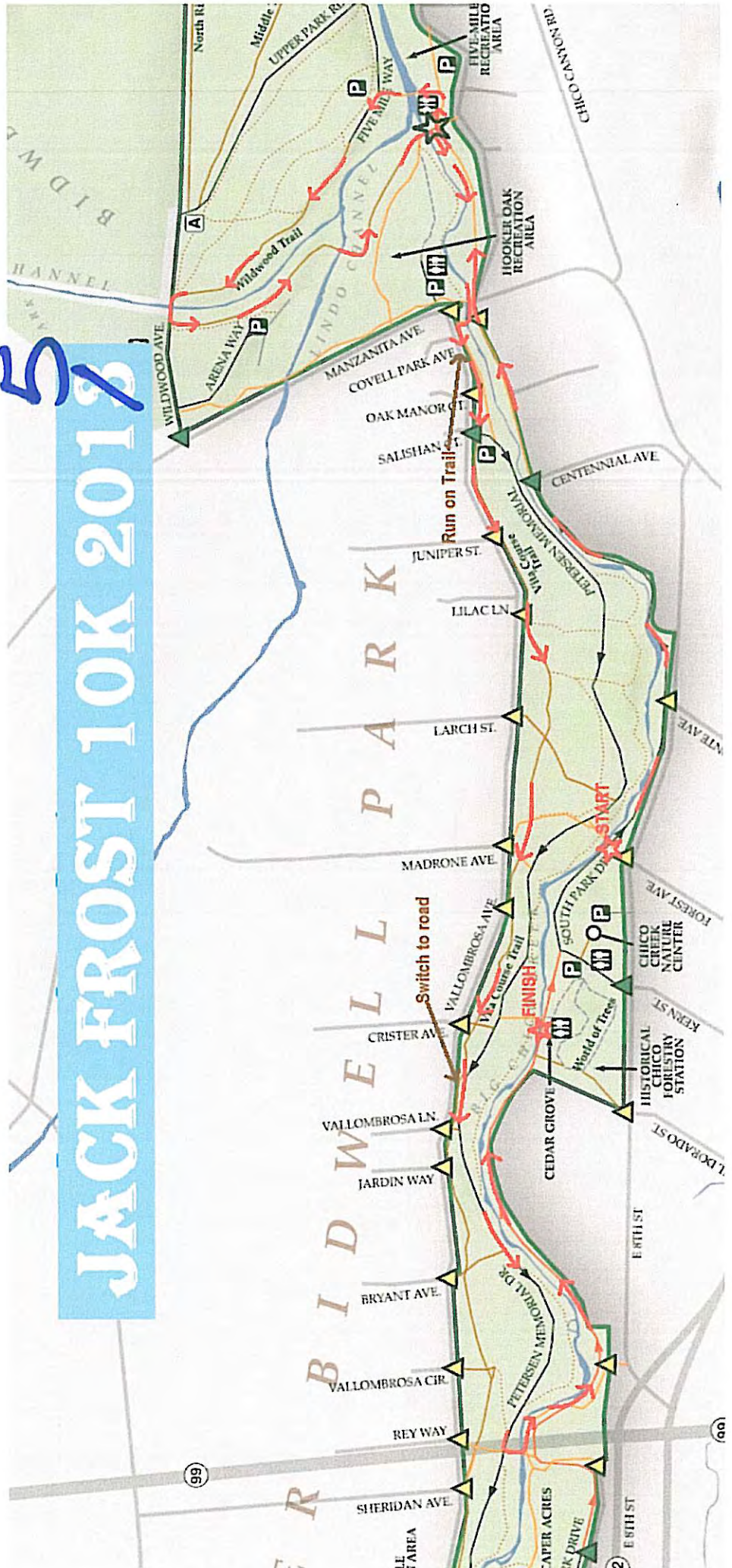
Course veers onto road where Peterson Dr. and trail are next to each other near the park road 4.5-mile marker. COURSE MONITOR will be at bench

Mile 5: Marker to be placed at large YELLOW 2 with “. ” under it on right side of road. There’s a large blue 2 just in front of the yellow 2

Course continues on road, turns left at bridge under Hwy 99, and left after bridge onto main South Park Dr. road. COURSE MONITORS on EACH SIDE of footbridge

Mile 6: Marker to be placed on right wide adjacent to Bayleaf tree adjacent to fence just before ivy covered fence. Finish line just past bathrooms at first tree just past garbage can on right. This needs to be checked annually as foliage/fences may change.

5
JACK FROST 10K 2018



CITY OF CHICO
FINANCE OFFICE / 879-7320

Name: FLEET FEET
ID:
Reference Date: 08/20/15

Receipt #: CR399625
Date: 08/20/15 Time: 09:16:31

002-000-42699	12-13-15 JACK FROST CK 1509 - Cedar Grove	PARK-ADMN Other Service Char	19.00
002-000-42501	12-13-15 JACK FROST CK 1509	PARK-ADMN Park Use Fees	150.00
900-000-42699	12-13-15 JACK FROST CK 1509	GENERAL LIAB INS R Other Service Char	40.00
920-000-21100	12-13-15 JACK FROST CK 1509	REVOLVING-ADMN CUSTOMER DEPOSITS	100.00
002-000-42501	12-13-15 JACK FROST CK 1509	PARK-ADMN Park Use Fees	32.50

Total Receipt Amount: 341.50

Prepared By: GFC

Batch Id: CRPK819A

Security Features Included

Details on Back

1509

Rabo Bank
90-3842/1222

8.19.15

\$ 341.50

DOLLARS

PAY TO THE ORDER OF: City of Chico

three hundred forty one dollars and 50/100

MEMO Jack Frost

[Signature]
AUTHORIZED SIGNATURE



BPPC Staff Report

Meeting Date 11/16/2015

DATE: 10/9/2015
 TO: Bidwell Park and Playground Commission
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Permit for Bouldering and Rock Climbing, 12/5/15

REPORT IN BRIEF:

CSU Chico, Department of Kinesiology is requesting to take 2 groups of 10 students each from a rock climbing class to Upper Park. The request includes bouldering and top roping at Salmon Hole.

Recommendation: *Approval of bouldering request with conditions.*

Event Details

Date of Application	10/6/15
Date of Event	12/5/15
Time of Event	8:00 A.M. – 6:00 P.M.
Event Name	Bouldering and Top Roping
Applicant Name	Department of Kinesiology, Laurie Hansen/Josh Trout
Location	Upper Park – Salmon Hole
Description	Bouldering and top roping at Salmon Hole
New Event? / # years?	2 nd year
# Participants	Two groups of 10 students; one group in the AM, one group in the PM.
Reason for BPPC Consideration?	Not an intensive use area.
BPMMP guidance	<ol style="list-style-type: none"> 1. The BPMMP identifies rock climbing as a permissible Upper Park use (3.6.3.1). 2. O. Upper-6. Conduct an inventory of natural resources in Upper Park to establish a factual understanding as the basis for sound management decisions. 3. O. Upper-9. Allow swimming, diving, rock climbing and other activities with identifiable risks in a manner such that liability can be minimized. Inform Park users that use of the Park is at the visitor's own risk. 4. O. Upper-12. Consider development of a plan for rock climbing. 5. O. Upper-13. Identify and conserve the unique qualities of Upper Park soils. 6. O. G/S-3. Conserve shallow Park soils to the maximum extent feasible.(3.5.3.1) 7. O. P-3. Protect shallow Park soils from incompatible recreation activities, especially where the soils support sensitive plant populations. 8. I. Upper-12. Natural resources (e.g., thin soils, vegetation on cliff faces, other resources) and cultural resources should be periodically inspected and protected from substantial degradation by human-related activities. 9. Definition: Non-intensive Uses: For the purposes of the BPMMP, non-intensive uses are defined as uses that generally do not result in substantial disturbance or removal of natural (e.g., plants, wildlife, soils, hydrology), cultural, visual, aesthetic or other resources individually or cumulatively. Examples of non-intensive uses include trails in most areas, well-designed trails in sensitive areas, swimming in natural creek settings, nature observation, and limited amounts of off-trail foot traffic in non-sensitive areas.

CMC 14.40.320 Unlawful Acts

No person shall abuse, destroy or mutilate any tree, shrub or plant growing in a public area, attach thereto or place thereupon any rope, wire (other than one used to support or aid the tree or shrub) sign poster or handbill, cause or permit any wire charged with electricity to come into contact with such tree or shrub or to allow any gaseous liquid or solid substance which is harmful to such tree or shrub to come in contact with their roots or leaves.

Discussion

Low levels of climbing and rappelling occur in Bidwell Park namely near Devil’s Kitchen and bouldering throughout Upper Park, especially informal climbing and bouldering within the Big Chico Creek canyon. The Bidwell Park Master Management Plan (BPMMP) provides some objectives that may aid the BPPC in consideration of this request (see above).

Although rock climbing is a permissible use in Upper Bidwell Park, the BPMMP evaluated it assuming low levels of use and notes that the park should consider the development of a rock climbing plan (EDAW 2008). Low level, dispersed climbing may have different park impacts than the impacts associated with repeated use associated with a class. Permitted uses have a higher standard to ensure that the activity will not impact the resources of the Park. Furthermore, class participants may likely return to the same location as the class and that location will become a de-facto area sanctioned for climbing.

We should note that the current request is an evolution from the original based on staff concerns. In initial conversations, staff noted the potential for issues on the original proposal (i.e. archeological/cultural and botanical/sensitive plant concerns on locations that have not been surveyed, and damage to thin soils near the cliff edges that may be impacted from climbing or setting up protection). Staff recommended that no existing installed anchors would be used for the request so to not sanction that practice.

The applicant has expressed a willingness to work with the Parks Division and revised the original request based on those comments.

In considering the request, Staff split the request into two: 1) bouldering and 2) top roping (climbing and rappelling). Bouldering is a form of rock climbing that is performed without the use of ropes or harnesses, while top rope climbing uses a rope from a belayer at the foot of a route through carabiners connected to an anchor system at the top of the route and back down to the climber.

Staff can support bouldering in the Big Chico Creek canyon below the “scour line” (high flood line). This activity will not require access to the top of the canyon where soils are thin. Below the scour line means that any archeological artifacts have been impacted or carried away from the location. Staff recommends that the bouldering occur only after a site inspection and City Staff concurrence. Bouldering would occur in areas of bare rock (minimally impacting soils or plants). Therefore, the odds of impacting resources are minimal in those areas.

Staff would like to reserve judgment on the “top-roping” request in order to investigate the specific area and practices used by the applicant, assess the resources, and determine findings for the BPPC. There are areas in Devil’s kitchen that are commonly used for climbing and these may provide good locations for this request as they are already commonly used. Staff have initiated informal communication with the Mechoopda on any cultural issues of concern.

The information will help determine if an appropriate location can be found. If the information is sufficient, staff will recommend a specific area and practices. Especially at the reduce rates with the revised proposal, the class may have negligible impact in comparison to other climbing activities in the Park. If the information is not sufficient or if impacts are unavoidable, then staff may suggest botanical and archaeological surveys (at applicant’s expense), which can then serve as the basis for a rock climbing plan for that area. The information will also allow for the recommendation of additional conditions to minimize park impacts (for example, the use of portable restrooms may be warranted depending on the length of the class).

At the BPPC’s discretion, this item may be delegated to the Natural Resource Committee (NRC) for review and recommendation to the full BPPC.

Conditions

Staff recommends the following conditions:

- Continued adherence to all park rules.

- Allow bouldering only in designated locations (the permitting of top rope techniques would only occur after additional BPPC action).
- The applicant will need to do a final inspection at the conclusion of the event and remove any associated trash.
- No installation or use of permanent hardware of any kind.
- No attachment of anchors or ropes to City trees (as per CMC 14.40.320).
- No removal of vegetation or soil.
- For an event such as rock climbing, the City requires a higher limits for insurance coverage.

Attachments:

Application and Permit for Park Use

Distribution:

Laurie Hansen / Josh Trout



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.

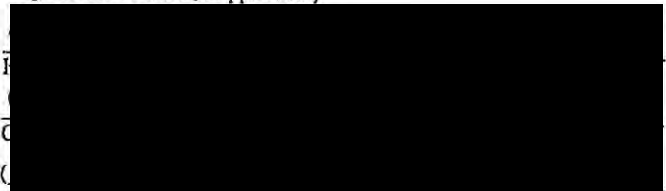
PLEASE PRINT:

Laurie Hansen/Josh Trout

Name of Applicant/Contact Person

CSU Chico, Dept of Kinesiology

Organization Name (if applicable)



Contact Phone #

Alternate Phone #

Boulder & Top Roping

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

~~Sunday, October 18, 2015~~ Sat, Dec 5, 2015

Day and Date of Event:

From: 8am To: 6pm

Total Time Needed for Set-up, Event, and Clean-up

From: _____ To: _____ 10 In am/10 In pm = 20 total

Number of people

E-mail address

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): Salmon Hole

Other (specify) (public events only): _____

Early Entrance Needed (public events only) Yes No

Additional Description of the Event: CSU Chico Climbing Class: Bouldering & top rope climbing in specified area at Salmon Hole.

Two groups of 10 students; one in the AM, one in the PM.

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 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)

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 ~

Additional fees for City Plaza use:

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

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

Park Fee Total: \$ 159.00

Convenience Fee: \$ _____

Total Fee Required: \$ 159.00

City of Chico Cash Receipt No CR401482 Payment Method: CK458692 Date: 10/6/15 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. <i>Dogs are not allowed in Caper Acres, One-Mile or Five-Mile swimming areas, or designated swimming holes in Upper Park.</i> |
| 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: <u>Age 14 and over</u> - license, catch and release; <u>Under 14</u> - 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 | <ul style="list-style-type: none">• 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: Quand D. Linn (Buyer)

X Joe Clark

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>1st year. 2nd yr</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): _____	Yes	No
When will amplified sound/music be heard? Time from: _____ until: _____ amps needed (15 or 100) _____ Note: 100 amp electrical service requires a certified electrician to operate.		
Will there be any entertainment apparatus? (Operator to provide proof of insurance) <input type="checkbox"/> Bounce house <input type="checkbox"/> Climbing wall <input type="checkbox"/> Ropes Course <input type="checkbox"/> 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

We will pack out all of our trash.

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: November 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 *Duane D. J. Luna*
Signature of Applicant

X 9/28/15
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: _____

Signature of Park and Natural Resources Manager

Date

CITY OF CHICO
FINANCE OFFICE / 879-7320

Name: CSU CHICO
ID:
Reference Date: 10/06/15

Receipt #: CR401482
Date: 10/06/15 Time: 16:10:33

=====

002-000-42699	10/18 UPPER PARK PARK-ADMN	CK 458692 Other Service Char	19.00
900-000-42699	10/18 UPPER PARK GENERAL LIAB	CK 458692 INS R Other Service Char	40.00
920-000-21100	10/18 UPPER PARK REVOLVING-ADMN	CK 458692 CUSTOMER DEPOSITS	100.00



CALIFORNIA
STATE UNIVERSITY
CHICO

CALIFORNIA STATE UNIV, CHICO

458692
56-382/412
9600085364

CR401482

CHECK DATE

Sep 29, 2015

PAY AMOUNT

\$159.00

PAY TO THE ORDER OF CHICO CITY OF

ONE HUNDRED FIFTY-NINE AND XX / 100 DOLLAR

Wells Fargo Bank, N.A.

Thomas B. Joffe

AMOUNTS GREATER THAN \$15,000.00 REQUIRE TWO SIGNATURES
VOID AFTER SIX MONTHS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATER MARK - VIEW AT AN ANGLE

Total Receipt Amount: 159.00

Prepared By: GFC

Batch Id: CRPK06A



DATE: 10/16/15
 TO: Bidwell Park and Playground Commission
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Permit for Rim to Rim Trail Run (6/11/15)

REPORT IN BRIEF:

This is Chico's second ultra-marathon event, featuring a 50 mile distance option. This race will take place on the trails of Middle and Upper Bidwell Park. The start and finish of the race will be at 5 Mile Picnic Area.

Recommendation: *Conditional approval.*

Event Details

Date of Application	9/28/15
Date and Time of Event	06/11/16 5:00 A.M. – 9:00 P.M.
Event Name	Rim to Rim Ultras
Applicant Name	Jason Donnell
Description	Trail Running Race
New Event? / # years?	1 st year
# Participants	<200
Reason for BPPC Consideration?	This group is requesting the non-intensive use area of Middle and Upper Park
	While running is a permissible use under the Bidwell Park Master Management Plan, there is the potential that a large event could become incompatible with other activities. The numbers under this application are less than other comparable events. The plan also notes that Middle and Upper park are protected areas for primarily non-intensive recreational uses (O.Middle-1; O.Upper-2; O.Upper-4)

Conditions

Staff recommends the following conditions:

- Continued adherence to all park rules.
- The applicant must provide sufficient monitoring to keep racers on the established route as well as direct traffic where the route crosses Upper Park road. Adequate signage must also be in place in order to ensure racers follow the established routes and also to notify other park users of the event.
- Much of the route is along paths or trails that can accommodate use during wet conditions (Middle Park trails south of Upper Park Rd to Five Mile Way and North Rim Trail). The applicant has agreed to move the route to paved paths and roads in the case of a wet weather closure of the trails. The revised course will be subject to Park Division approval.
- 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: Jason Donnell

S:\Admin\BPPC\BPPC_Meetings\2015\15_1026\BPPC_Rim_to_Rim_Jason_Donnell_16_0611.doc
10/21/2015



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:

Jason Donnell

Name of Applicant/Contact Person

Rim To Rim Ultras

Organization Name (if applicable)



Contact Phone #

Alternate Phone #

Trail Running Race

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

Saturday, June 11, 2015 2016

Day and Date of Event:

From: 5:00 AM To: 9:00 PM

Total Time Needed for Set-up, Event, and Clean-up

From: 6:00 AM To: 8:00 PM < 200

Time of Event Only Number of people

E-mail address

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

Electricity (15 amp)

tables, restroom area (circle)

Meadow

100 amp Electrical Service

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): See attached

Other (specify) (public events only): _____

Early Entrance Needed (public events only) Yes No

Additional Description of the Event: See attached supplemental information

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 \$ 90.50 (\$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 \$ 81.25 (\$32.50/hr. public events only)
- Additional Park Use Fees \$ _____ (see fee schedule)

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 ~

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

Park Fee Total: \$ 330.75

Convenience Fee: \$ 2.00

Total Fee Required: \$ 332.75

City of Chico Cash Receipt No. CR401031 Payment Method: CC4139 Date: 9/28/15 Received By: TR

Office	Permit File (original)	Park Ranger 1	Senior Park Ranger	Applicant	Email(various)	Park Services Coordinator
Distribution:	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. <i>Dogs are not allowed in Caper Acres, One-Mile or Five-Mile swimming areas, or designated swimming holes in Upper Park.</i>
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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: <u>Age 14 and over</u> - license, catch and release; <u>Under 14</u> - no license, catch and keep.
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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	<ul style="list-style-type: none">• 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: _____



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: _____
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:

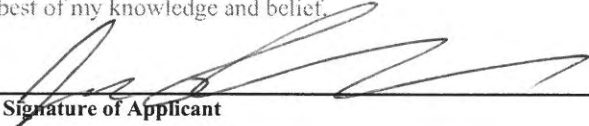
- (2) The City of Chico, its officers, boards and commissions, and members thereof, its employees and agents are covered as additional insureds as respects to any liability arising out of the activities of the named insured.
- (3) The insurance coverages afforded by this policy shall be primary insurance 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  _____
Signature of Applicant

X 25 September 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

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>1 year</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): _____	Yes	No *****
When will amplified sound/music be heard? Time from: _____ until: _____ amps needed (15 or 100) _____ <small>Note: 100 amp electrical service requires a certified electrician to operate.</small>		
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? <small>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.</small> (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: <u>5:00 AM</u> until: <u>7:30 AM</u> <small>Note: Gate Monitors are required at the entrances and exits for early Park entrance. An additional fee may be charged for early entrance</small>	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 _____ <small>Note: Restrooms shall be removed within 24 hrs after conclusion of event.</small>	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 _____ <small>Note: Sanitation containers shall be removed within 24 hrs after conclusion of event.</small>	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>Start/finish line banner at Five Mile Picnic Area.</u> <small>Note: All signs and banners shall be free standing and not affixed to Park property.</small>	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. <small>Note: Please request a water coupler key for City Plaza, Children's Playground, and Cedar Grove.</small>	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? <small>If yes, a Vend. Peddle. Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.</small>	Yes	No
Will City street closure(s) be needed? <small>A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.</small>	Yes	No

2016 Rim To Rim Trail Run - Supplemental Information

The proposed event, the **Rim To Rim Trail Run**, is a running race taking place on the trails of Upper Bidwell Park on June 11, 2016. This is the second year for this event; the first event took place on June 6, 2015.

The start and finish of the race will be the Five Mile Picnic Area. This is Chico's only ultramarathon event, featuring 50 mile and 50 kilometer distance options. For those not ready for the longer distance, runners will also be able to choose from a marathon or half marathon option. The combined number of participants across all distances will be limited to under 200.

The 50 mile race will begin at 6:00 am with the other distances to follow. The gate at Five Mile will need to be unlocked at 5:00 am, as will the gate for the Park Road at Parking Area E. This will require early entrance to the park for event setup, so the permit application includes an Early Entrance Fee. Gate monitors will be stationed at the gates until their normally scheduled opening time of 7:30 am.

As a public event with paying participants, insurance will be required. The Insurance Fee is included and insurance will be provided in advance of the event.

The race course itself utilizes the trails on the north and south side of Big Chico Creek. I have attached a map highlighting the proposed route, which I will describe here. This route is slightly modified from the 2015 event to eliminate some confusing out-and-back sections of the course. I have attached a park map highlighting the trails used as part of the event.

Course Description

All Runners

This part of the race begins at Five Mile and runners cross the bridge and turn left, running onto Wildwood trail out towards Wildwood Avenue, then turning right and taking the trail that parallels Wildwood Avenue as they head back towards Parking Area B. They will cross Wildwood Avenue, run parallel to Parking Area B and up onto North Rim Trail. Runners will continue on North Rim Trail, then turn and descend Maidu Trail to the Maidu Aid Station on Middle Trail at the junction close to Parking Area E.

Runners will then travel along Upper Trail, down Red Bud Trail to Middle Trail, and then down to the Bear Hole Aid Station. From here, runners will do a loop that travels up Middle Trail to Live Oak Trail to North Rim Trail. From North Rim Trail, runners will descend B Trail to Middle Trail, then continue on Middle Trail until they return to Bear Hole Aid Station.

Marathon, 50k, 50 Mile Runners

The longer distance events will leave Bear Hole Aid Station and travel along Yahi Trail to the end of Upper Park Road and the creek crossing. They will cross the creek and climb up 10 Mile House Road to the Green Gate Aid Station. Runners will leave the Green Gate Aid Station, travel along Guardian Trail, then descend Bloody Pin Trail to Annie Bidwell Trail. They will return along Annie Bidwell Trail to 10 Mile House Road, cross the creek, then travel Upper Park Road all the way to Bear Hole Aid Station.

All Runners

All runners will leave Bear Hole Aid Station and retrace their steps to Middle Trail, Red Bud Trail, and Upper Trail until they reach Maidu Aid Station. From there, they will follow Middle Trail to Parking Area B, cross Wildwood Ave, and return to Five Mile Recreation Area via Five Mile Way.

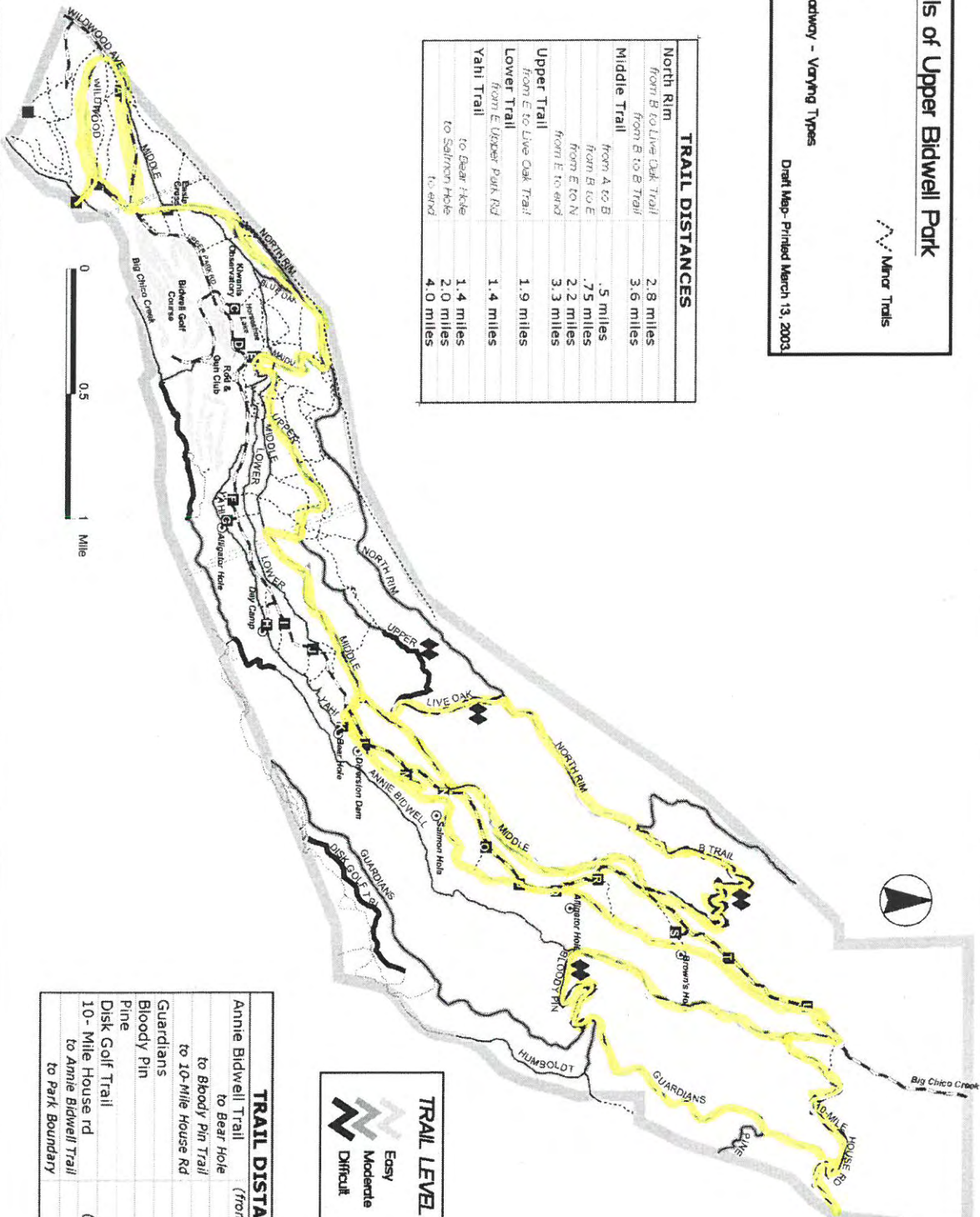
Trails of Upper Bidwell Park

Minor Trails


-  Packing
-  Powerlines
-  Swimming
-  Improved Roadway - Varying Types


Draft Map- Printed March 13, 2003


TRAIL DISTANCES	
North Rim	from E to Live Oak Trail
	from B to E Trail
Middle Trail	from A to B
	from B to E
	from E to N
	from E to end
Upper Trail	from E to Live Oak Trail
Lower Trail	from E Upper Park Rd
Yahi Trail	to Bear Hole
	to Salmon Hole
	to end
	2.8 miles
	3.6 miles
	.5 miles
	.75 miles
	2.2 miles
	3.3 miles
	1.9 miles
	1.4 miles
	1.4 miles
	2.0 miles
	4.0 miles




TRAIL LEVEL OF DIFFICULTY

Easy 

Moderate 

Difficult 

Most Difficult 

TRAIL DISTANCES	
Annie Bidwell Trail	(from old pistol range)
to Bear Hole	2.2 miles
to Bloody Pin Trail	3.7 miles
to 10-Mile House Rd	4.7 miles
Guardians	3.4 miles
Bloody Pin	0.9 miles
Pine	0.3 miles
Disk Golf Trail	0.8 miles
10-Mile House rd	(from Highway 32)
to Annie Bidwell Trail	1.2 miles
to Park Boundary	2.0 miles

CITY OF CHICO
FINANCE OFFICE / 879-7320

Name: JASON DONNELL
ID:
Reference Date: 09/28/15

Receipt #: CR401031
Date: 09/28/15 Time: 08:42:46

002-000-42699	6/11 5 MILE PARK-ADMN	CC 4139 Other Service Char	19.00
002-000-42501	6/11 5 MILE PARK-ADMN	CC 4139 Park Use Fees	90.50
900-000-42699	6/11 5 MILE GENERAL LIAB INS R	CC 4139 Other Service Char	40.00
920-000-21100	6/11 5 MILE REVOLVING-ADMN	CC 4139 CUSTOMER DEPOSITS	100.00
002-000-42501	6/11 5 MILE PARK-ADMN	CC 4139 Park Use Fees	81.25
002-000-44506	CONV FEE PARK-ADMN	CC 4139 Credit Card Fees	2.00

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

Terminal Number: 2K826017
09/28/2015 08:20:52

Credit Sale:

Transaction #: 1
Card Type: Visa
Account: ****4139
Entry: Swiped
Amount: \$330.75
Convenience Fee: \$2.00
Total: \$332.75
Ref. Number: 17468112
Auth. Code: 057948
Response: Approved

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

X 
DONNELL/JASON

MERCHANT COPY

CR 401031

Total Receipt Amount: 332.75

Prepared By: GFC Batch Id: CRPK928A



DATE: 10/16/15
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Dan Efseaff, Park and Natural Resource Manager
SUBJECT: Grant Proposal from Pacific Gas and Electric (PG&E) for Tree Planting

REPORT IN BRIEF:

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 recommends acceptance of the donations as long as the donation exceeds the City's established In-Lieu Fee for tree replacement. **Recommendation:** *Recommendation to the City Council to accept the donation.*

FISCAL IMPACT:

Breaking down the total into a per tree funding rate (\$384.62), the donation amount per tree is greater than the current In-Lieu Fee. The Tree Preservation Regulations (CMC 16.66) requires the adoption of an *in-lieu* fee to cover the cost of replacement trees for the first three years (CMC 16.66.A). The most recent City Fee schedule (FY 15-16) indicates a fee of \$350 per every 6 inches in diameter at breast height (DBH) or per tree. The City would absorb the long-term costs of the trees. PG&E may provide additional funding if landowners opt out of planting on their property. The funding may be applied for the care of the initial trees planted or the planting of additional trees and establishment.

According to the City's Administrative Procedure and Policy Manual (AP&P 11-37), the BPPC may accept donations, subject to compliance with the Budget Administration Policies (Attachment A). Budget Policy No. G.4 (Attachment "B") authorizes the City Manager to accept donations which have a value of up to \$20,000. The City Council must approve donations greater than \$20,000.

BACKGROUND:

At the August 31, 2015 BPPC meeting, Pacific Gas and Electric (PG&E) provided information regarding the removal of trees along their pressurized gas distribution line in south Chico. Because the work falls within an existing utility easement near the City's Comanche Creek property or on private property, the City could not issue a permit or other action (Attachment C). The informational item provided a mechanism for PG&E to provide an overview of the project and provide a forum for citizen input. Despite the exemption to the permit process, PG&E committed to meeting or exceeding the tree replacement standards for the City. Staff noted that the proposal would likely need approval.

On October 16, 2015, PG&E provided a letter proposal outlining remedies (Attachment D) to provide funding to the City of Chico for the planting of trees. The letter notes:

1. Agreement with five of the eight property owners to remove 52 trees (and continuing discussions with the remaining property owners).
2. Commitment to provide each private property owner the option of two trees for each tree removed or donation of the monetary equivalent of replacement trees to the City.
3. Funding in the amount of \$20,000 for the planting and care of an additional 52 trees.

The City established tree replacement In-Lieu Fees where it is not feasible or desirable to plant replacement trees on-site.

DISCUSSION:

The donation is a voluntary effort on behalf of PG&E to provide remedies for the removal of trees on properties in South Chico. With declining budgets over several years, the Street Tree Division has sharply curtailed the planting of replacement trees. The donation to fulfill street tree plantings will provide a positive benefit to the City's urban forest. Locations will be prioritized where irrigation is available. The funding will provide for the planting and care for the first 3 years. Afterward the trees will be absorbed into the Division. The costs and liabilities of caring for young trees (<25 years) are relatively small. Staff supports acceptance of the donations if funds are provided for the establishment phase equivalent or exceeding the In-Lieu fee (\$350/tree). This will ensure that the City remains whole in taking on additional work for the establishment phase. If the BPPC concurs, Staff will then evaluate the donation and conditions under current budget policies and refer to Council.

Attachments:

- A) AP&P 11-37 - Donations, Legacies and Bequests.
- B) Excerpt from Budget Policy G4.
- C) Analysis of Permit Requirement for PG&E pipeline work in South Chico (2015).
- D) Letter from Joe Wilson, PG&E Sr. Governmental Relations Representative, to Dan Efseaff, City of Chico.

S:\New_PARKS\Admin\BPPC\BPPC_Meetings\2015\15_0831\BPPC_PGE_Report_15_0831.docx

CITY OF CHICO
Administrative Procedure and Policy Manual

Subject: DONATIONS, LEGACIES AND BEQUESTS		Number: 11-37
		Effective Date: July 1, 1978
Department(s) Affected: City Manager, City Clerk, Parks Department, Finance		Supersedes:
Authority: Section 1006.2 City Charter; City of Chico Annual Budget; Section 2.12.010 Chico Municipal Code		File Reference:
		Approved:
<p>I. <u>PURPOSE:</u></p> <p>To establish a procedure for the acceptance by the City of donations, legacies or bequests made by individuals for the improvement or preservation of various City facilities or activities.</p> <p>II. <u>DONATIONS, LEGACIES AND BEQUESTS - DEFINED:</u></p> <p>Donations, legacies and bequests include money, real property (except property deeded or granted to the City for such public purposes as sewer easements, street rights of way, etc.) and personal property.</p> <p>III. <u>PROCEDURE:</u></p> <p>A. <u>Non Park/Playground Related Donations, Legacies and Bequests:</u></p> <p>Upon approval of the City Council, the City Manager may accept donations, legacies or bequests in accordance with the budget administration policies set forth in the annual budget.</p> <p>B. <u>Park and Playground Related Donations, Legacies and Bequests:</u></p> <p>In accordance with City Charter Section 1006.2, the Bidwell Park and Playground Commission may accept donations, legacies and bequests for the aid and improvement of the parks and playgrounds of the City, subject to compliance with the Budget Administration Policies set forth in the Annual Budget.</p>		

City Manager shall enter into such agreements and acquire the reserved property only if the balance in the Community or Neighborhood Park Funds, after deducting all expenditures approved in the Budget and any Supplemental Appropriations, is adequate to fund the acquisition. In the event adequate funding is not available in the fund, execution of the agreement will require City Council authorization.

In some cases, Development Fee Impact Funds incur expenses prior to collection of fees. This can cause negative cash balances to occur within the Fund. As a result, City Council shall authorize the City Manager to approve cash advances between Development Impact Fee Funds. In accordance with State Government Code 66006 (G), these advances (interfund loans) will be disclosed in the annual report of Development Fee activity that is provided to Council within 180 days after the end of the fiscal year. All advances will cause the borrowing fund to pay interest to the lending fund at the rate of return from the City's treasury investment pool.

G.3.c. **Annual Nexus Study Update**

The City Manager is authorized to expend monies from the appropriate Development Impact Fee Funds set forth in Sections 3 (a) and (b) above for the purpose of conducting a regular nexus study update required by State law to establish the nexus between the amount of development impact fees collected and the cost of the public improvements which are necessary as a result of new development.

G.4. **Donations, Legacies or Bequests**

The City Manager may accept donations, legacies, or bequests which have a value of up to \$20,000 for the acquisition, improvement, or preservation of various City facilities or activities, subject to the terms and conditions imposed by the donor. For donations with values greater than \$20,000, the City Manager shall secure the approval of the City Council prior to acceptance of the donation, legacy, or bequest.

The City Manager shall transmit any monies received to the Administrative Services Director for deposit to the credit of the appropriate municipal fund and may also request the Administrative Services Director to establish an appropriate Operating or Capital Budget Expenditure Account. In the case of receipt of real property (except property acquired pursuant to Section 2R.04.030 of the Chico Municipal Code) or personal property, the City Manager shall direct the Administrative Services Director to record it upon the appropriate inventory records of the City.

The City Manager shall have authority to expend any monies received in accordance with the donor's intent, and charge the appropriate budgetary account for expenditures, so long as no expenditure of City monies is required. If an expenditure of City monies is required, the City Manager shall first secure from the City Council approval for an appropriate Supplemental Appropriation.

The above provisions shall also apply to donations, legacies, and bequests to the Bidwell Park and Playground Commission, pursuant to Section 1006.2 of the Charter.

Analysis of Permit Requirement for PG&E pipeline work in South Chico (2015)

Question Presented

Is Pacific Gas and Electric Company (“PG&E”) required to obtain a City of Chico (“City”) permit to remove trees along an existing utility easement on the Comanche Creek property?

Short Answer

No. PG&E’s easement across the City-owned Comanche Creek property provides for the right to maintain a gas pipeline and the right to enter the easement and perform all landscaping work necessary to preserve that pipe line. Federal law requires PG&E to protect the pipeline from all hazards that may threaten the pipeline.

Pursuant to the City’s Tree Preservation Ordinance (“Tree Ordinance”), tree work performed within a public utility easement is exempt from the City’s tree regulations. CMC § 16.64.040.

Furthermore, if the City attempted to regulate areas affecting public utility easements, they will most likely be preempted by safety standards set by the California Public Utilities Commission (PUC) and the federal government.

Utility Easement

PG&E has an easement across the City-owned Comanche Creek property that provides for the right to maintain a gas pipeline and a 20 foot right of way on either side of the pipeline. PG&E must remove trees to protect the gas pipeline that is buried along the easement from potential damage from growing tree roots. The easement agreement states, “second party (PG&E) shall have the right from time to time to trim and to cut down and clear away any and all trees and brush.” PG&E has the right to enter and use the land for that specific purpose. If the City were to prohibit PG&E from removing the trees, the City would be interfering with PG&E’s legal rights under the easement. *Main Street Plaza v. Cartwright & Main, LLC* (2011) 194 Cal.App.4th 615.

Furthermore, California Code of Regulations (CFR) requires PG&E to take all practicable steps to protect a gas pipeline from any hazard that may cause the pipeline to move or sustain abnormal loads. CFR § 192.317. Therefore, prohibiting PG&E from cutting trees along the easement would undermine PG&E’s duty to remove any hazards threatening the gas pipeline as prescribed under federal law.

Tree Preservation Ordinance

The City has a Tree Ordinance to maintain and preserve trees found within the City. The Tree Ordinance can be found in the Chico Municipal Code (“CMC”) Chapter 16.66 et seq. The purpose of the Tree Ordinance is to establish regulations controlling the removal of and the preservation of trees within the City. CMC § 16.66.020.

According to the Tree Ordinance, any person seeking to remove any tree from any property within the City must obtain a permit from the Public Works Director. CMC § 16.66.060. However, the Tree Ordinance specifically exempts “tree work performed by public utilities in public utility easements.” CMC § 16.66.040.

Here, PG&E, a public utility, will be removing trees that are located within a public utility easement granted to them by the City. For that reason, PG&E will not be subject to the CMC provisions relating to tree preservation. Thus, the City has no authority to prohibit PG&E from removing the trees pursuant to the Tree Ordinance.

Federal & State Law Preempts Local Regulation

If the City were to attempt to regulate a public utility easement, it is likely that the City's regulations would be preempted by the safety standards set by the California Public Utilities Commission (PUC) and the federal government.

Courts have found that the PUC holds paramount jurisdiction in cases where it exercises its authority, and its authority is pitted against that of a local government involving a matter of statewide concern. *San Diego Gas & Electric Co. v. City of Carlsbad* (1998) 64 Cal.App.4th 785, 797. (1971) 4 Cal.3d 945, 950–95; see also, *Southern Cal. Gas Co. v. City of Vernon* (1995) 41 Cal.App.4th 209, 217 (under the Constitution a city may not regulate matters over which the PUC has been granted regulatory power, the Legislature has granted regulatory power to the PUC over the safety of gas pipelines, and the PUC in fact has promulgated rules on this subject.) Therefore, the rules promulgated by the PUC will preempt local rules that attempt to exercise authority over public utility easements.

October 16, 2015

Mr. Dan Efseaff
City of Chico Natural Resources Dept
411 Main St.
Chico CA. 95928

Re: PG&E's Community Pipeline Safety Program

Dear Mr. Efseaff,

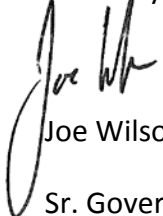
I wanted to give you an update about PG&E's community pipeline safety program and our proposal to provide funding to the City of Chico for the planting of new trees in your community. As you are aware, PG&E is working with a small number of private property owners in South Chico to replace trees that are located too close to the natural gas transmission pipeline and that could delay emergency access for first responders or damage the pipeline. To date, we have reached agreement with five of the eight property owners to remove 52 trees that pose a safety concern. PG&E is continuing discussions with the remaining three property owners.

We understand how important trees are to your community. As part of this program, PG&E is committed to providing each private property owner two new replacement trees for each tree that is removed. The private property owner has the option to request that PG&E donate the monetary equivalent of these replacement trees to the City for use in the City's various tree programs. PG&E will inform the City Parks Department as the property owners make these determinations, and coordinate accordingly.

In addition to working with private property owners to replace trees on their properties, PG&E would like to offer the City of Chico funding in the amount of \$20,000 for the planting and care of 52 additional trees to be planted in vacant street tree locations. I understand that consideration of this grant offer will be discussed at the Bidwell Park and Playground Commission Meeting on October 26, 2015.

Please feel free to contact me with any questions.

Sincerely



Joe Wilson

Sr. Governmental Relations Representative



DATE: November 16, 2015
TO: Bidwell Park and Playground Commission
FROM: Chris Constantin, Assistant City Manager
SUBJECT: Bidwell Golf Course Lease Amendment – Solar Array Installation

REPORT IN BRIEF

Bidwell Park Golf Club, Inc. has requested the City allow the installation of a solar array within the golf course property to be financed and installed by Bidwell Park Golf Club. The array is anticipated to generate approximately \$1.8 million in energy savings over 25 years. As a result, the array will provide additional cash flow for other capital improvements. The installation is intended to provide minimal impact to the visual landscape and will not require the removal of any indigenous trees, while also reducing the golf course’s environmental footprint.

Recommendation: The City Manager requests that the Bidwell Park and Playground Commission 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 golf course property.

BACKGROUND

On October 6, 1992, the City entered into a lease with the Bidwell Park Golf Club organization for the operations and improvement of the Bidwell Municipal Golf Course. On November 10, 2011, Bidwell Park Club executed a change in management by approving a Management Agreement with Empire Golf to manage and operated the golf course (**Exhibit D**).

The previous lease expired on October 5, 2012, and the City entered into the current lease on October 6, 2012 (**Exhibit B**). The current lease is for 25 years with two ten-year options. Additionally, the current lease requires the creation of a five-year capital improvement plan specifying key items requiring purchase, construction, or rehabilitation. The first five-year plan was included as an exhibit to the current lease.

On June 24, 2015, Empire Golf presented a proposal for installing a solar array at Bidwell Golf Course to the City’s Finance Committee. The proposal estimated that the solar array would provide 102 kilowatts of power and save approximately \$55,000 in energy costs the first year. The array would not be seen from the main road in Bidwell Park and would be placed in an unmaintained grass field occupying approximately 2,500 square feet. To finance the array, Empire Golf would require the City to allow the placement of a lien on Bidwell Park as security for the financing required to obtain and install the array. Committee members had significant questions and concerns regarding the information available and the implications of allowing a lien on City property. The Finance Committee tabled the item for a future discussion.

Currently, Empire Golf has withdrawn their request for the City to consider a lien of City property to pay for the array, and instead has identified alternate funding which would be paid for by energy savings and the revenue generated by the golf course. No lien of City property would be required.

DISCUSSION

On October 28, 2015, Empire Golf provided a revised five-year capital improvement plan (**Exhibit C**) which prioritizes the capital projects planned for the golf course. The highest priority project listed in the revised plan is the solar array project. While more discussion will occur between Empire Golf and the City regarding the capital improvement plan, the City agrees that the installation of a solar array will provide mutual benefits and reduce the golf course's environmental footprint.

Empire Golf provided a solar array proposal to the City which encompasses the installation of SunPower 102 kilowatt solar array (**Exhibit A**). The array will offset the power needs for the golf course's well pump and pump station which averages almost 300,000 kilowatt/hours in need every year. A map provided within Exhibit A – page 5 shows the location of the array in relation to part of the golf course.

The installation of the solar array is intended for an unimproved and unmaintained area of the golf course. According to Empire Golf, the area does not impact the visual view shed of Bidwell Park as the array is not visible from the road, and the array does not require the removal of any indigenous trees from the area. It also does not appear that the installation will impact any environmentally sensitive areas of the park.

The City intends to enter into a lease amendment with Bidwell Park Golf Club for the approval of the solar array installation. The intent of the amendment is to ensure that the City's interests are protected in this solar array endeavor. While any amendment to the agreement requires mutual agreement, the City will request language which ensures that any installation complies with the Bidwell Park Master Management Plan and Environmental Impact Report. Additionally, the City desires to specify who has responsibility for the array, as well as what occurs at the end of life for the array.

The City also desires to protect the beauty of Bidwell Park. As such, the City will request that any installation not be visible from the roadway, does not result in the destruction or removal of any trees or environmentally sensitive flora or fauna, and provides minimum impact to the surrounding area.

The City Manager respectfully requests the BPPC provide a recommendation to the City Council to amend the current lease agreement and allow for the installation of the solar array with the safeguards specified within this staff report.

FISCAL IMPACT

The installed system cost is estimated to be \$390,000 and is intended to be financed over the next eight years. Bidwell Park Golf Club will be incurring the liability of financing with the revenue of the golf course securing the lease payments. The City does not incur any debt obligation. Payments for the solar array are anticipated to be fully covered by the energy savings. The overall installation and 25 year life of the solar array results in an estimated cash flow benefit to the golf course of about \$1.8 million.

Attachments

- Exhibit A AES Photovoltaic Solar Proposal
- Exhibit B Lease Agreement between the City of Chico and Bidwell Park Golf Course, Inc.
- Exhibit C Bidwell Golf Course Five year Capital Improvement Plan
- Exhibit D Management Agreement between Bidwell Park Golf Club, Inc. and Empire Golf, Inc.



Photovoltaic Solar Proposal

March 19, 2015

Bidwell Park Golf Club, Inc.

3199 Golf Course Rd
Chico, CA 95973



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8. After Sales Support	11





1. Alternative Energy Systems, Inc.

Alternative Energy Systems (AES) specializes in design-build of high production solar energy systems.

- Complete Project Design and Installation
- High Quality System Components
- Superior Support and Maintenance
- Lifelong Relationships with Our Clients



Since 2003, AES has installed approximately 1,000 systems and assembled a team of professionals with more than 50 million watts of design and installation experience.

- NABCEP Certified Installers
- LEED® Accredited Professional (AP)
- Licensed, Bonded and Insured
- C-10 Electrical License
- C-46 Solar License
- Service and Maintenance Plans Available



AES is a SunPower Master Dealer. SunPower manufactures the highest efficiency solar panels on the market, has been in business for 25 years, and topped \$2.6 billion in 2014 revenues.

Sunpower has 400 dealers nationwide. The levels of dealers are:

- Master Dealer (top level)
- Elite Dealer
- Premier Dealer
- Authorized Dealer (entry level)

AES is one of only three dealers to achieve Master Dealer status.



2. AES Approved Solar Panel

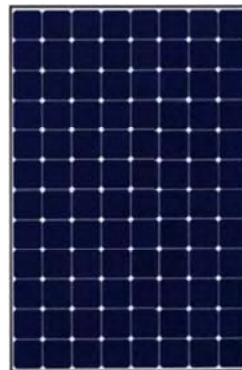
AES has designed this solar energy system with solar panels manufactured by SunPower of San Jose, California. SunPower solar panels are the most efficient panels on the market and have the industry's most comprehensive warranty.

SunPower

Highest Efficiency

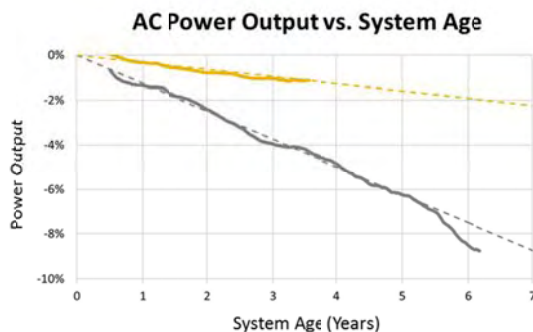
Other Manufacturers

Standard Efficiency



	SunPower	Other Panels
International Headquarters	USA	Various
Model Number	SPR-327	Various
Technology	Maxeon™	Polycrystalline
Solar Panel Efficiency	20.4%	14-16%
Solar Panel Degradation Per Year	0.40%	0.7 - 1.0%
Solar Panel Wattage (3' x 5' Format)	327	240-265

Solar Panel Degradation



Sunpower Solar Panels

- 0.25% degradation per year

Conventional Solar Panels

- 0.70-1.00% degradation per year

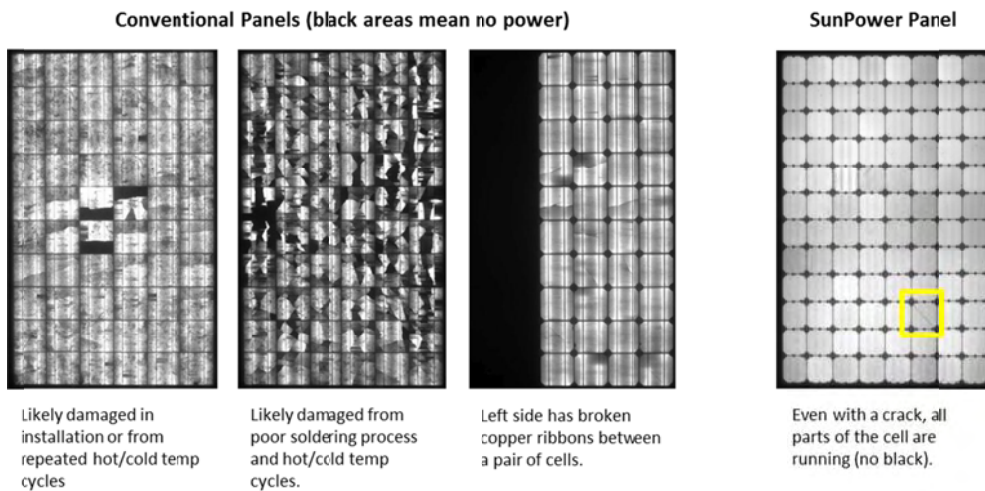


3. Solar Panel and System Warranties

	SunPower	Other Manufacturers
Solar Panel Manufacturer Warranty - Production ¹	25 Years	25 Years
Solar Panel Manufacturer Warranty - Workmanship ¹	25 Years	10 Years
Inverter Manufacturer Warranty	20 Years	10 Years
AES Warranty ²	20 Years	10 Years

- Other manufacturers offer a **25 year Production Warranty** and **10 year Workmanship Warranty**.
- Only SunPower offers a **25 year Production Warranty** and **25 year Workmanship Warranty**.
- SunPower’s design standards result in minimal cracking and even allow the panel to continue to function if cracked.

Effects of heat and cold cycles on solar panels in the field:



¹SunPower’s warranty covers the panel *and* labor *and* shipping for years 1 through 25. Other manufacturers warrant workmanship for 10 years while the customer still pays for any transportation charges for the return of PV Module(s), shipping, customs clearance, taxes, and any other costs related to installation, removal, or reinstallation of the PV Module(s) replacement labor.

²Excludes monitoring beyond 10 years.

Two Pump Meter Non-Aggregation



System Major Components

COMPONENT	MANUFACTURER AND MODEL	QTY
Solar Panel	SunPower 327 watt monocrystalline	312
Inverter	SolRen PVI-28TL	3
Mounting	ProSolar ground racking	As needed
Monitoring	Deck performance monitoring	As needed

System Specifications

SYSTEM SPECIFICATIONS	
kW DC	102
Array Type	Fixed Tilt
Array Tilt (Degrees)	20
Array Azimuth (Degrees)	180



Two Pump Meter Non-Aggregation

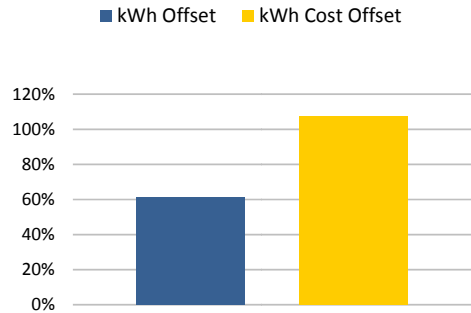
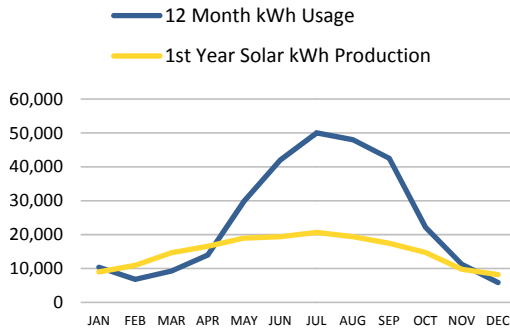
PG&E SERVICE DESCRIPTION	METER#	12 MO. KWH USAGE	CURRENT RATE SCHEDULE	ALTERNATIVE RATE SCHEDULE	NOTES
1 COURSE WELL PUMP	1009932262	156,996	A6		A6 generates highest credits
2 PUMP STATION	1006734059	135,128	A6		A6 generates highest credits
TOTAL		292,124			

kWh Production

12 Month kWh Usage	292,124
1st Year Solar kWh Production	179,809
kWh Offset	62%

kWh Credits

Prior 12 Month kWh Cost	\$52,549
1st Year kWh Credits	\$56,475
kWh Cost Offset	107%



First Year Energy Savings

kWh and kW Demand Cost	\$52,549
kWh Cost Before Solar	\$52,549
kWh Cost After Solar	\$0
kW Demand Cost Before Solar	\$0
kW Demand Cost After Solar	\$0
Total kWh and kW Demand Savings	\$52,549
User Utility Tax (UUT)	\$2,627
Total Energy Cost Savings	\$55,176

Energy Cost Comparison

25 Year kWh Production	4,352,008
kWh+kW Demand Cost (Current)	\$0.17989
kWh Usage Cost (Current)	\$0.17989
kWh Usage Cost Without Solar (25 Yrs)	\$0.26234
kWh Usage Cost With Solar (25 Yrs)	\$0.03561



Two Pump Meter Non-Aggregation

System Cost/Assumptions

Installed System Cost	\$384,985
25 Year Savings	\$1,829,861
Installed Cost Per DC Watt	\$3.77
Electricity Inflation	4.50%
User Utility Tax	5.00%
Solar Degradation Rate	0.40%

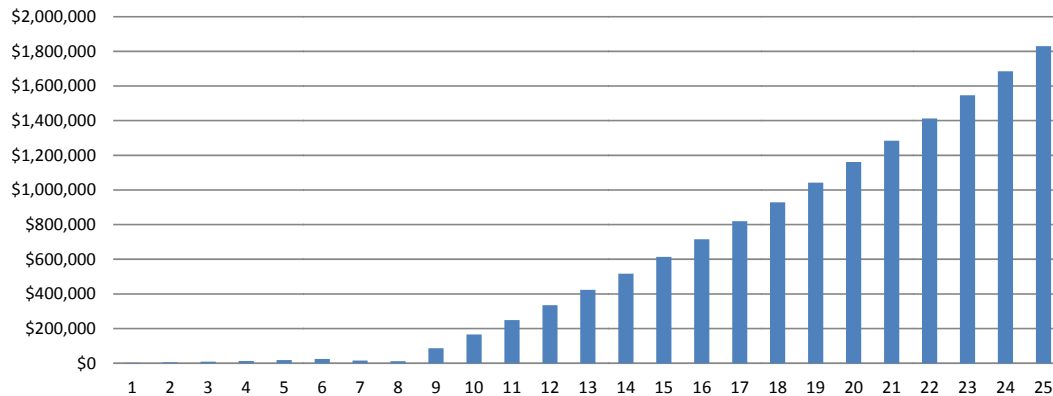
Capital Lease

Provided by Belvedere Solar Finance	
<i>See payments in cash flow below</i>	
Term (months)	84
Balloon payment (20% system cost)	\$76,997
Down payment	\$0

Cash Flow

YEAR	ENERGY SAVINGS	LEASE PAYMENTS	BALLOON PAYMENT	ANNUAL CASH FLOW	CUMULATIVE CASH FLOW
0					
1	\$55,176	\$53,087		\$2,089	\$2,089
2	\$57,439	\$54,591		\$2,848	\$4,937
3	\$59,794	\$56,138		\$3,655	\$8,592
4	\$62,245	\$57,730		\$4,515	\$13,107
5	\$64,797	\$59,365		\$5,432	\$18,539
6	\$67,454	\$61,043		\$6,410	\$24,950
7	\$70,219	\$80,252		-\$10,032	\$14,918
8	\$73,098		\$76,997	-\$3,899	\$11,019
9	\$76,095			\$76,095	\$87,115
10	\$79,215			\$79,215	\$166,330
11	\$82,463			\$82,463	\$248,793
12	\$85,844			\$85,844	\$334,637
13	\$89,364			\$89,364	\$424,001
14	\$93,028			\$93,028	\$517,029
15	\$96,842			\$96,842	\$613,870
16	\$100,812			\$100,812	\$714,683
17	\$104,946			\$104,946	\$819,628
18	\$109,248			\$109,248	\$928,877
19	\$113,728			\$113,728	\$1,042,604
20	\$118,390			\$118,390	\$1,160,995
21	\$123,244			\$123,244	\$1,284,239
22	\$128,297			\$128,297	\$1,412,536
23	\$133,558			\$133,558	\$1,546,094
24	\$139,033			\$139,033	\$1,685,128
25	\$144,734			\$144,734	\$1,829,861
	\$2,329,064	\$422,206	\$76,997	\$1,829,861	\$1,829,861

Cumulative Cash Flow





7. Installation Schedule

SUMMARY OF ACTIVITIES	WEEK:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Agreement Signing																								
Permitting, Procurement & Mobilization																								
Installation & Testing																								
Commissioning & Inspections																								
Permission to Operate																								

8. After Sales Support



- Training (system and monitoring)
- Operations manual
- Technical phone support (888-225-4884)
- On-site warranty service
- Annual system status reports

LEASE AGREEMENT

BIDWELL MUNICIPAL GOLF COURSE

By and between

City of Chico

and

Bidwell Park Golf Club, Inc.

November 20, 2009

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LEASE AGREEMENT

BIDWELL MUNICIPAL GOLF COURSE

This Lease Agreement ("Lease") is entered into on December 28, 2009, (the "Execution Date"), by and between the City of Chico, a municipal corporation, ("City") and Bidwell Park Golf Club, Inc., a California corporation ("Club").

RECITALS

A. On October 6, 1992, City entered into a lease with Club for the operation and improvement of Bidwell Municipal Golf Course ("Previous Lease").

B. The Previous Lease shall remain in effect and is not scheduled to expire by its terms, assuming exercise of all options, until October 5, 2012.

C. City has been satisfied with Club's operation of Bidwell Municipal Golf Course ("Bidwell") throughout the past twenty-seven (27) years. However, because of certain changes in conditions, both City and Club deem it appropriate to enter into a new Lease for the mutual benefit of the parties and in the public interest.

THEREFORE, IT IS AGREED by both City and Club as follows:

TERMS OF AGREEMENT

1. **LEASED PREMISES**

City leases to Club and Club leases from City the following real property:

1.1 Description

That certain real property located within Bidwell Park in Butte County, California, commonly known as Bidwell Municipal Golf Course ("Bidwell" or "Leased Premises"), and depicted with more specificity in Exhibit A which is attached to this Lease and made a part of this Lease for all purposes, along with all buildings, improvements and fixtures located on that real property. This Lease does not apply to any personal property.

1.2 Condition

Club, already having been in possession of the Leased Premises for the past 16 years, accepts the Leased Premises in their "as is" condition and agrees that City shall have no obligation to improve, repair, restore, refurbish or otherwise incur any expense in improving or changing the condition of the Leased Premises at any time during the term of this Lease.

1.3 Reservation of Rights-of-Way

This Lease is subject to all existing reservations of rights for utility lines or facilities, rights-of-way, and ingress and egress for access roads, City reserves the right to

construct and install similar facilities which it deems in its reasonable discretion to be necessary or beneficial to the operation of Bidwell or the Leased Premises, though such reservation is subject to Club's right to terminate this Lease pursuant to Sections 18 and 19 of this Lease.

2. USE OF LEASED PREMISES

2.1 Public Course

Club agrees it will use the Leased Premises solely for the operation of a public golf course facility. This use shall include the operation and maintenance of the 18-hole golf course, driving range, pro shop, food and beverage facilities, parking facilities, golf cart storage, and Club's office. Services shall include those customarily associated with the operation of Bidwell, including the rental of golf-related equipment, the providing of golf instruction and lessons, and the sale of food, beverages, magazines and newspapers, and such other items as have customarily been served or sold at Bidwell in the past.

2.2 Prohibited Activities

Club shall not use the Leased Premises for any unlawful purpose and shall comply with all valid laws, rules and regulations applicable to the Leased Premises or the businesses conducted on the Leased Premises. Club agrees not to use the Leased Premises for, or to permit the operation of any offensive, noisy or dangerous activity, nuisance or anything against public policy. Except as may result from acts of Force Majeure, Club agrees it will not allow the Leased Premises to become unoccupied or vacant. ("Force Majeure") shall mean if either part to this Lease shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, Force Majeure shall not excuse an obligation solely to pay funds. Determination of Force Majeure shall rest solely with City.

Club further agrees not to use or permit the use of the Leased Premises for any purpose which would increase premiums paid on insurance coverage or cause cancellation of any insurance policy carried by City or Club. Club shall take appropriate precautions to prevent fire on the Leased Premises, maintaining necessary fire detection devices and extinguishing equipment at all times.

Club will not cut or permit others to cut any trees on the Leased Premises without the prior consent of City. Subject to the provisions of subsection 2.4 below, Club shall make diligent efforts to prevent the infestation of noxious plants, insects or animals.

2.3 Municipal Park

Club acknowledges that the Leased Premises are located in a municipal park and that use of the park facilities by the public may result in some intrusions upon the Leased Premises. Club shall have the right to deny use of the Leased Premises to park patrons present

for unauthorized purposes, but Club agrees to treat such patrons with reasonable consideration and courtesy even they are wrongfully on the Leased Premises. Public will have the right to use approved trails through the Leased Premises.

City reserves the right during the term of this Lease to establish reasonable rules and regulations concerning operation of Bidwell Park that are not otherwise inconsistent with the language and intent of this Lease. Club will comply with such rules and regulations and will, when practical, cooperate with City in the enforcement of such rules and regulations. City may modify, amend or revoke such rules and regulations at any time during the terms of this Lease and agrees to make good faith efforts to advise Club prior to any such modification, amendment or revocation. However, City's good faith failure to advise Club of any such modification, amendment or revocation in advance of such change will not otherwise invalidate City's action.

2.4 Sanitation and Pollution Control

Club will maintain and operate the Leased Premises in a sanitary condition and in accordance with the health, water pollution and water contamination laws of the State of California and the rules, regulations, ordinances and permits of the State Department of Public Health and of state and local water pollution control boards, and other public agencies having jurisdiction over the Leased Premises.

In order to maintain ecological balance in Bidwell Park, to avoid damage to and maintain the diversity of fish, wildlife, flora, and fauna in the park generally and in Big Chico Creek specifically, and to protect members of the public using the park, Club agrees that no chemical shall be used on or in connection with the operation of the Leased Premises without City's prior approval. Club retains the sole right to approve the type of chemical used and its method of use and application.

City and Club agree that no later than one (1) year from the date of this Lease, they will adopt a pest management program specifically designed to meet the particular needs and problems of golf course agronomy and the Leased Premises.

3. TERM

3.1 Initial Term

The initial term of this Lease shall be for twenty-five (25) years, beginning on the Commencement Date of October 6, 2012, and ending October 5, 2037.

3.2 Options to Extend by Club

Club will have the right and option to extend the term of this Lease at the end of the initial term under all of the terms, covenants and conditions contained in this Lease for two (2) successive ten-year (10-year) option periods. The right to exercise these options is dependant upon Club not being in default either on the date Club gives notice of its intention to exercise its option or on the date the new period is to commence and Club must give City written notice of

its intention to exercise such options not less than one hundred eighty (180) days prior to the end of the Lease term then in effect.

4. LEASE YEAR DEFINED

Except as is provided in subsection 4.1 below, a "Lease Year" is that period of 12 consecutive calendar months beginning 1 January and ending the following 31 December throughout the term of this Lease. The Lease Year may be changed by written agreement of the parties. Each Lease Year will constitute a separate accounting period for the purpose of computing percentage rent, and gross revenue for any Lease Year shall not be carried forward or backward into any other Lease Year. If this Lease is terminated prior to the end of a Lease Year, minimum rent and percentage rent will be subject to proration.

4.1 First Lease Year Prorated

The first Lease Year under this Lease will be less than twelve (12) full months beginning on the Commencement Date. All amounts to be paid by Club to City during the first year of this Lease shall be prorated on the basis on that portion of a full calendar year during which this Lease is actually in effect. The period beginning with the Commencement Date shall be considered as the first year of the Lease for the purpose of computing the total number of years in determining applicable rent.

5. RENT

In consideration of City executing this Lease and granting the rights provided in this Lease, Club will pay to City at the address listed for City in Section 25 of this Lease an annual rent in an amount of the minimum rental payment and rent based upon a percentage of gross revenue as set forth below.

5.1 Minimum Annual Rent

In addition to the Percentage Rent agreed to be paid by Club pursuant to Section 5.2, Club will pay City the minimum annual rent of thirty thousand dollars (\$30,000.00) payable in monthly payments due on the fifteenth (15th) of each month.

5.2 Percentage Rent

In addition to the Minimum Annual Rent agreed to be paid by Club pursuant to Section 5.1, Club shall pay to City an additional rent in an amount equal to a percentage of Gross Revenues (Percentage Rent) made by Club and the tenants and concessionaires of Club from the Premises during each Lease Year of the term of this Lease, equal to eight-tenths of a percent (.08 %) of Gross Revenues, up to one million three hundred thousand dollars (\$1,300,000), together with one percent (1%) of Gross Revenues in excess of one million three hundred thousand dollars (\$1,300,000) during each Lease Year.

By March 1, Club will submit to City a statement as provided for in Section 7 of this Lease, signed by Club or person authorized by Club, showing in reasonable detail the amount of

Gross Revenue for the preceding Lease Year, and a remittance, if necessary, of any percentage rent owing for the preceding Lease Year.

5.3 Net Lease

It is the intention of the parties that the rental payments provided for in this Section 5 shall constitute a net return to City without any deductions or setoffs whatsoever.

5.4 Penalty and Interest for Late Payment

Any payment which Club is required to make to City which is not paid on or before the respective dates provided for in this Lease shall be subject to a late penalty of five hundred dollars (\$500.00) and interest at the rate of ten percent (10%) per annum from the due date of payment until such time as payment is actually received by City.

6. GROSS REVENUE

For purposes of calculating percentage rent, gross revenue shall mean all money paid as a result of the sales of goods and services on the Leased Premises, but shall not include: (1) cash refunds or credits allowed on returns by customers; (2) sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid by Club to the appropriate taxing authority, whether added to or included in the selling price; and (3) the sales of machinery, vehicles, trade fixtures or other equipment used in connection with Club's operation of the Leased Premises.

7. MONTHLY AND ANNUAL STATEMENTS

On or before the fifteenth (15th) day of each month throughout the Lease term and on the fifteenth (15th) day of the month following expiration or termination of the Lease, Club or Club's representative will furnish to City a statement listing the amount of Club's gross revenue and the number of rounds played during the preceding calendar month. The form to be utilized by Club in submitting this monthly statement is attached to this Lease as Exhibit B.

Within sixty (60) days following the end of each Lease Year and on or before the sixtieth (60th) day following expiration or termination of the Lease, Club or Club's representative will furnish to City a statement listing the amount of Club's gross revenue and the number of rounds played during the preceding Lease Year. The form to be utilized by Club in submitting this annual statement is attached to this Lease as Exhibit C.

8. MAINTENANCE AND EXAMINATION OF RECORDS

8.1 Records to be Maintained

Club agrees to maintain records and accounts concerning operation of the Leased Premises that will include a breakdown of gross receipts by greens fees, cart rentals and other sources. Club will maintain accurate receipt-printing cash registers on the Leased Premises which will record and show the payment for every sale made or service provided on the Leased Premises.

8.2 Inspection and Audit

Club agrees to maintain its financial records pertaining to the operation of the Leased Premises for a period of three (3) years after the conclusion of any Lease Year and further agrees that such financial records shall be open and available to City or City's representative for an examination at Club's offices at all reasonable times during business hours.

City shall be entitled to any time within three (3) years after the conclusion of a Lease Year to questions the sufficiency of any rent payments or the accuracy of the report furnished by Club.

City shall be entitled to audit Club's records pertaining to the operation of the Leased Premises as often as once each Lease Year and once within the three-year period following termination of this Lease, regardless of whether such termination results from the natural expiration of the Lease term or for any other reason. City shall be responsible for paying all costs associated with such an audit unless the audit reveals a deficiency of two percent (2%) or more in Club's statement of gross revenue for any year or years audited, in which case Club shall pay to City, within thirty (30) days, the cost of the audit, a sum equal to the amount of deficiency revealed by the audit, and the penalty and interest provided for in subsection 5.4 above.

Prior to entering into any contract(s) or agreement(s) with any service provider that Club may hire to provide any or all of the services and obligations required under this Lease, Club agrees to submit such contract(s) or agreement(s) to City for review and comment as to consistency with this Lease. Club shall make written request with the proposed contract(s) or agreement(s) to the City Manager with a copy to the General Services Director. City shall have 30 days to reply in writing. City shall have no further rights or obligations relating to such contact(s) or agreement(s).

Club agrees to require the same inspection and audit entitlements and guarantees, as specified above, for City in any contract or agreement entered into with any service provider that Club may hire to provide any or all of the services and obligations required under this Lease.

9. ANNUAL CALENDAR AND ANNUAL MEETING

An annual calendar of implementation and check-list reflecting the dates upon which certain obligations of Club and City occur during each Lease Year is attached as Exhibit D to this Lease.

It is agreement that a designated representative of the management of City and Club will meet at least once each Lease Year for the purpose of conferring on matters of mutual interest and concern regarding the Bidwell operation.

10. TAXES

10.1 Real Property Taxes

This Lease may create a possessory interest in Club subject to real property taxation. Should this occur, Club agrees to pay such real property taxes prior to delinquency, except in the

case of contests of such taxation made in good faith. Club will have the right to contest the validity or amount of real property taxes by means or appropriate proceedings diligently pursued at Club's sole expense. Club agrees that, upon final determination of liability, it will promptly pay the amount of taxes found owing, along with any interest, penalties or cost that may result from Club's contest. City will cooperate with Club in any such contest of the validity or amount of real property taxes, provided that City is not required to incur any cost or expense as a result of such cooperation.

10.2 Other Taxes

Club will pay all taxes, license fees or other governmental charges assessed or imposed on the personal property of Club located on the Leased Premises or upon the business operations of Club conducted on the Leased Premises.

10.3 Substituted Taxation

If at any time during the Lease term, the State of California or any of its political subdivisions establishes a tax or excise on rents and such a tax is levied or assessed against Club on any portion of the rent payable under this Agreement as a direct substitute in any part for the taxes Club is obligated to pay under subsection 10.1, then Club agrees to pay such substituted tax prior to delinquency. Club's obligation under this subsection is limited to the extent that it can be determined that there has been a direct substitution and that as a result of such substitution, Club has been relieved from the payment of axes which would have otherwise been Club's responsibility under subsection 10.1.

11. UTILITIES

Club will pay before delinquency all charges for utilities, including water, electricity, gas, heating, cooling and telephone, used by Club on the Leased Premises, and all charges for trash collection service.

11.1 Water Sources

Club is responsible for obtaining the water necessary for operation, maintenance and improvement of the Leased Premises. Current sources of water are the well and related improvements. Club agrees that it will maintain, at its sole expense, the pumphouse, equipment, pipelines, water mains and reservoirs located on the Leased Premises.

12. OPERATION OF THE GOLF COURSE

12.1 Days and Hours of Service

Club will keep the course and related facilities open and will offer those services attendant to the operation of the course every day of the year during daylight hours, weather and events of Force Majeure permitting.

12.2 Fees and Charges

Prices charged for greens fees, driving range fees, merchandise, cart rentals, and food and beverage sales will be posted on the Leased Premises at those locations where such fees are normally paid. All fees and charges shall be comparable with those charged by comparable eighteen hole public courses in Butte, Shasta, Glenn, Yuba, Sutter and Tehama Counties. No parking fees will be charged on the Leased Premises.

12.3 Retention of Receipts

A cash register receipt showing the date issued and amount paid shall be issued to every person paying any fee or charge on the Leased Premises. Club shall post a sign advising golfers to keep greens fees receipts in their possession during play. Club, at its discretion, may ask golfers to display their greens fees receipts and may remove from the Leased Premises any person who does not have a valid receipt for current play.

12.4 Clubs, Tournaments, and Special Events

A. Club acknowledges the existence of the certain golfing organizations that traditionally have promoted play at Bidwell, those being Bidwell Park Golf Club (Men's and Women's Clubs) and El Rancho Chico Golf Club. Club agrees to reasonably encourage and accommodate these organizations without otherwise providing special privileges that are not available to all golfers.

B. Club further acknowledges that other tournaments are customarily conducted at Bidwell and Club agrees to encourage and accommodate these and other tournaments that may be conducted at Bidwell.

C. Tournaments for outside groups shall be approved by Club and, as opposed to open play, are considered a privilege and higher than standard daily fees may be charged to tournament player, if the Club (Board of Directors) deem such charges are appropriate to offset any extraordinary expenses or inconveniences caused by such a tournament.

12.5 Food and Beverage Service

All food and beverages sold on the Leased Premises will be properly prepared and served in compliance with all applicable health and sanitary standards. The quality of food and service will be at least equal to that available at other municipal golf courses in Butte County. All dining facilities and adjacent areas will be maintained in a clean and sanitary manner.

All food and beverages sold by Club will be intended for consumption on the Leased Premises. Food and beverage containers for items permitted to be on the course will be subject to regulation by City for the purpose of controlling and preventing litter.

12.6 Equipment

Pursuant to the previous lease agreement between City and Club, City and Club agreed to the transfer of certain equipment to Club, and the establishment of a trust account to hold

\$105,873.00 from the City as well as annual sums deposited by Club equal to the annual depreciation value of such equipment, for the periodic replacement of such equipment.

Pursuant to this Lease, City and Club agree that control of and responsibility for the maintenance and upkeep of the equipment still owned by City shall be transferred to Club. Based on an appraisal by a qualified appraiser selected and agreed upon by both City and Club, Club will purchase the equipment and reimburse City for the appraised amount of the equipment. After such sale, City will have no further claim or obligations in relation to the equipment.

12.7 Fire and Safety Protection

Club shall comply with all applicable laws and regulations pertaining to fire protection and shall impose and enforce parking restrictions for the purpose of keeping access roads open as needed for the use of fire-fighting equipment. City agrees that the fire-fighting capabilities available to the municipal park will also be available to Club on the Leased Premises, but City makes no representation regarding the availability or sufficiency of such fire-fighting capabilities.

Club further agrees it will endeavor to comply with all reasonable requests city may make from time to time concerning creation and maintenance of firebreaks, slopes, or drainage when such requests are necessary for the protection of the public, the Leased Premises and the adjacent park property.

12.8 Non-Discriminatory Practices

In making the facilities of the Leased Premises available to the public, and in the hiring, treatment and advancement of employees, Club shall not discriminate in any manner based upon race, color, creed, religion, ancestry, national origin, place of residence, or in any other arbitrary fashion. The Leased Premises constitute a public course and Club covenants that it will assure fair and equal use of the facilities at all times.

12.9 Signs

Club will not erect, install, maintain or display any exterior sign on the Leased Premises without obtaining the prior consent of City. For purposes of this subsection, the term "signs" shall be understood to include sound from recordings, radios, public address systems and flashing, flickering or moving lights or lighting devices.

13. CAPITAL IMPROVEMENTS

During the term of this Lease, Club will finance and construct capital improvements as provided for below. In planning and making capital improvements, Club will seek to attain standards comparable to those achieved at other public municipal golf courses in Butte County and City may, at its discretion, select three (3) to seven (7) public municipal courses in Butte, Glenn, Shasta, Yuba, Sutter and Tehama Counties to be used as comparable standards for Club.

13.1 Five-Year Plan

For each five-year period during the term of this Lease, City and Club shall adopt a plan of capital improvements which the parties agree should be performed at Bidwell in the next succeeding five (5) Lease Years. Club will submit to City a proposed five-year plan no later than one hundred (180) days prior to the expiration of the five-year capital improvements period then in effect. City will then have forty-five (45) days in which to respond to Club's proposal. If City and Club are unable to agree on a mutually acceptable five-year plan for capital improvements, any dispute will be subject to mediation pursuant to subsection 13.4 of this Lease. The first capital improvements plan, which applies to that approximate four-and-a-half year period beginning with the execution of this Lease is attached as Exhibit E to this Lease and is deemed approved by City's execution of this Lease.

13.2 Annual Implementation Program

No later than forty-five (45) days prior to the expiration of each Lease Year, Club will submit to City an annual program, with estimated worth stated, identifying that portion or portions of the five-year capital improvements plan which Club proposes to implement during the next succeeding Lease Year. City shall have thirty (30) days in which to reject Club's proposed annual implementation program. If City does not reject Club's proposed annual implementation program within thirty (30) days, Club's annual implementation program shall be deemed approved.

For the first two (2) years of this Lease only, Club shall not submit an annual implementation program, but shall instead implement capital improvements pursuant to that two-year implementation program which is attached as Exhibit F to this Lease and which is deemed approved by City's execution of this Lease.

13.3 Course Closure

In implementing the capital improvements program, Club will make every effort to avoid closing portions of the golf course and Club agrees it will keep at least nine (9) holes open for play at all times. Closure of more than nine (9) holes of the course for the purpose of performing capital improvements or for any other purpose will require City's advance approval, except in those instances when unanticipated emergency improvements must be made immediately in order to protect life or property or if such closure should result from acts of Force Majeure.

13.4 Mediation

City and Club shall each select and identify an official representative qualified in the area of golf course maintenance for the purpose of addressing all issues relating to capital improvements. If the official representatives of City and Club are unable to reach agreement on either the five-year capital improvements plan or the annual implementation program, such dispute may be resolved, at City's election, by referral of such dispute to a mediation panel.

The mediation panel shall be an ad hoc body and shall be composed of three persons, none of whom will be employees or officers of City or Club or elected board members of City. City and Club shall each designate one person to sit on the mediation panel and these two representatives will jointly select the third member of the mediation panel, and if the representatives are unable to agree on the third member, the selection will be made by the presiding judge of the Butte County Superior Court. All three members of the mediation panel are to be selected from among golf course maintenance experts in California. The mediation panel will serve without salary, but City and Club agree to share equal responsibility for the payment of any per diem expenses incurred by the three members. The mediation panel will resolve any disputes between City and Club regarding capital improvements or course closure by majority vote.

If the mediation panel finds itself at impasse and is unable to secure a majority vote in favor of any single resolution of an issue in dispute for more than thirty (30) days following convening, the mediation panel shall be dissolved and the parties shall appoint new representatives to a new mediation panel, following the same procedure set forth above.

13.5 General Provisions

Club may make alterations or additions to the Leased Premises other than those specified in its annual schedule of capital improvements, but unless made on an emergency basis to prevent injury to person or property, Club will submit plans for any alteration or addition with a value of more than ten thousand dollars (\$10,000.00) or such amount consistent with the City limits for public works contracts subject to City's prior approval, such approval not to be unreasonably withheld.

All capital improvements, alterations or additions shall be made at Club's sole expense and shall become the property of City upon termination of this Lease unless otherwise agreed by City in writing. Club will provide city with as-built plans for any structural capital improvements or for any underground irrigation system that may be installed.

Club shall not have the right to create or permit the creation of any lien attaching to City's interest in the Leased Premises as a result of any construction of capital improvements, alterations or additions.

14. MAINTENANCE AND REPAIRS

Club acknowledges, preceding this Lease, the possession of the Leased Premises in its their current "as is" condition. Club assumes sole responsibility for maintenance and repair of all buildings and other improvements on the Leased Premises and Club will maintain the Leased Premises in good order and in sanitary and safe condition throughout the term of the Lease at Club's sole expense, except as otherwise provided in subsection 18.2 of this Lease. Club agrees it will maintain the Leased Premises in conformance with the maintenance standards specified in Exhibit G, which is attached to this Lease and made a part of this Lease by this reference. Both parties agree that City has no duty to perform any maintenance or make any repairs on the Leased Premises or on any building or other improvements located on the Leased Premises.

Club will work with the City to eliminate invasive, non-native plant species located on the Leased Premises during the term of this Lease. Club, with the help of the City, will prepare a vegetation management plan that Club will implement over the succeeding five (5) year period. Club will submit an annual implementation program to City.

Club shall seek to maintain in full force and effect all dealer's and manufacturer's warranties and guarantees available of any fixtures or equipment installed upon the Leased Premises and shall, upon termination or expiration of this Lease, assign all such warranties and guarantees to City.

In addition, Club may make nonsubstantive changes to any maintenance standards as appropriate to maintain the Leased Premises in good order and in a safe and sanitary condition. However, in the event of a substantive change, Club will advise City of such changes; City shall have 30 days to comment before implementation of any such changes.

15. INSURANCE

15.1 Liability Insurance

At all times during the term of this Lease, Club shall, at its sole cost and expense, obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000.

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

Club 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 Club 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 Club, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s). In the alternative, a letter issued by an

authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

Following execution of this Lease, the City's Human Resources and Risk Management Director (HRRM Director) may, based on an increase in the Consumer Price Index or by reason of the number or types of claims which have or might result from Club's possession and use of the Leased Premises, require Club to change the form and/or increase the limits of the general liability insurance coverage required by this section; provided that the HRRM Director of City shall give Club notice of any such change or increase in the limits of general liability insurance coverage at least 30 days prior to the date that such insurance coverage must be in effect.

15.2 Worker's Compensation

A policy or policies of worker's compensation insurance and unemployment compensation insurance in compliance with applicable California law; and

15.3 Fire and Casualty Insurance

a. Type and Amount of Insurance

At all times during the term of this Lease, Club shall, at its sole cost and expense, maintain in full force and effect fire insurance obtained from one or more insurance companies licensed to do business in the State of California and having a financial rating in Best's Insurance Guide of at least "B" or, in the alternative, one or more unlicensed U.S. domiciled insurance companies having a rating of at least "A"; insuring all of the improvements and equipment located on the Leased Premises and facilities appurtenant thereto against fire, extended coverage hazards, vandalism, and malicious mischief in an amount equal to 100% of the full replacement value thereof.

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

In the event any dispute over whether the amount of such insurance complies with the requirements of this section cannot be resolved by agreement, City's HRRM Director 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 Premises and the resulting determination shall be conclusive between the parties for purposes of this section.

b. Disposition of Insurance Proceeds

If the improvements or equipment located on the Leased Premises 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 HRRM Director, 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, Club 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 Club 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 Club.

If, following such damage or destruction, Club 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 HRRM Director, 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 Club to promptly commence and within reasonable time complete such repair or restoration work.

15.4 General Provisions

The policies of insurance referred to in subsections 15.1 through 15.3 shall be obtained from companies authorized to do business in the State of California. Club agrees to promptly provide City with certificate(s) of coverage and proof of payment of premiums.

Should Club fail to obtain, maintain or renew the policies of insurance referred to in subsections 15.1 through 15.3 in the required amounts, City may, at its discretion, obtain such insurance, and any sums expended by City in obtaining the insurance shall be repaid by Club to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If Club does not repay City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of ten percent (10%) per annum until paid.

16. INDEMNITY

Except for any negligence and/or willful misconduct of the City or its officers, employees, agents, boards and commissions and member thereof, or contractors, during the term of this Lease, Club shall hold City, its officers, employees, agents, boards and commissions and members thereof, or contractors, harmless and free from any and all liability arising out of or

relating to Lessee's possession, use and maintenance of facility. Should City or any of its officers, employees, agents, boards and commissions or members thereof, 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 Club's possession, use, or maintenance of Bidwell provided for by this Lease, Club shall defend City, its officers, employees, agents, boards and commissions and members thereof, and shall indemnify City for any judgment rendered against City or any sums paid out in settlement or otherwise.

17. WAIVER OF SUBROGATION

City releases Club and Club releases City, and their respective directors, officers, agents and employees from any claim or demand for damage, loss, or injury to the Leased Premises or to the personal property, fixtures, trade fixtures, equipment, inventory, or other personal property of either City or Club on the Leased Premises which may be caused by or result from perils or occurrences which are the subject of insurance coverage obtained by the respective parties and in force at the time of any such loss; provided, however, that such waiver of subrogation shall be effective only to the extent permitted by the insurance policies covering such loss and to the extent that such insurance coverage is not prejudiced by such waiver or the cost of such insurance is not thereby increased.

18. DAMAGE AND RESTORATION OR TERMINATION

18.1 Restoration

If the buildings or other improvements on the Leased Premises should be partially damaged or totally destroyed by fire or other casualty, Club will repair, reconstruct or replace the buildings and improvements provided that such restoration is not prohibited under then-existing laws and further provided that Club has not elected to terminate this Lease as provided in subsection 18.2.

18.2 Termination

If any building or other improvement on the Leased Premises is damaged by fire or any other insured casualty during the last three (3) years of the initial term of this Lease or during the last three (3) years of any option period to such an extent that the cost of repair will exceed twenty-five percent (25%) or more of the overall value of the buildings or other improvements on the Leased Premises prior to such damage, or if any building or other improvement on the Leased Premises is damaged by any insured casualty, or by any other cause not insured against, to such an extent that the cost of repair will exceed fifty percent (50%) or more of the overall value of the buildings or other improvements on the Leased Premises prior to such damage, then Club may, at club's sole election, elect to terminate this Lease and if Club so terminates this Lease, then Club shall have no obligation to repair, reconstruct or replace the buildings, improvements or personal property. If Club terminates this Lease, then all insurance proceeds, if any, paid with respect to such damage or destruction shall be paid to City.

19. FRUSTRATION OF PURPOSE

At any time during the term of this Lease, if the governing body of any political subdivision having competent jurisdiction over the Leased Premises should enact any valid zoning ordinance, law or regulation which prohibits the use of the whole or a substantial part of the Leased Premises for the purposes as provided in Section 2 of this Lease, it is agreed that Club may elect, within one hundred twenty (120) days after the effective date of such ordinance, law or regulation, to cancel this Lease and surrender possession of the Leased Premises. Any such cancellation and surrender will act to release and discharge from any further obligation under this Lease.

20. ASSIGNMENT

Except as otherwise provided below, Club shall not assign this Lease or sublet all or any portion of the Leased Premises without the prior written consent of City, and such consent shall not be unreasonably withheld. Club shall notify City of any proposed assignment or subletting at least thirty (30) days prior to the proposed effective date of such assignment or subletting. In the event that any such assignment or subletting is approved by City, the assignee or sublessee shall agree in writing to be bound by all of the covenants of this Lease required of Club. If in City's discretion, assignee or sublessee properly performs its obligations and covenants for a period of two (2) years from the date of such assignment or subleasing, City shall then release Club from liability under this Lease. It is the understanding of City and Club that Club shall contract with a service provider to perform many, if not all, of the obligations and covenants contained in this Lease, including, but not limited to administrative functions, operations, and maintenance of the Leased Premises. This provision shall not be construed to bar or disallow the entering into such a contract by Club.

21. ABANDONMENT

Except as good cause for termination is otherwise provided for in Sections 18, 19 and 20 of this Lease, Club agrees it will not abandon or vacate the Leased Premises. If Club should abandon or vacate the Leased Premises, any personal property left by Club on the Leased Premises may be deemed as abandoned at City's option.

22. QUIET ENJOYMENT

Subject only to the terms of this Lease, so long as Club complies with its obligations, City shall secure to Club the quiet and peaceful enjoyment of the Leased Premises and the sole and exclusive possession of the Leased Premises without objection or interference from City or any party claiming under City.

23. BREACH AND REMEDIES

The following conditions will constitute a breach of this Lease and a default thereunder:

23.1 Conditions of Default

(1) If Club fails to pay rent or fulfill any other monetary obligation of Club to city, and club fails to cure such monetary default within thirty (30) days after written notice from City to Club of such monetary default.

(2) If either party fails to perform any of its other non-monetary obligations under this Lease when due or called for, and the party in default fails to being reasonably prompt efforts to cur such non-monetary default, or fails to cur such non-monetary default within sixty (60) days after written notice from the non-defaulting party of such non-monetary default; provided, however, that if the nature of the non-monetary default is the result of a Force Majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that sixty (60) days period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting party.

(3) If Club shall be adjudged bankrupt, or a receiver be appointed for Club's property, or if Club's interest in this Lease shall pass by operation of law to any person other than Club and such adjudication, appointment or order is not vacated, dismissed, or set aside within one hundred twenty (120) days from its entry.

23.2 Remedies

If any of the conditions identified in subsection 24.1 above should occur and the party in default does not cure the default, the non-defaulting party may elect to terminate this Lease immediately and seek all remedies as provided under law and equity. If Club is the party in default, City may terminate Club's right to possession without termination of the Lease. If City elects to continue the Lease and so informs Club in writing, City will retain the right to recover rent and all other payments at such time as they become due under this Lease and Club may assign its interest in the Lease pursuant to Section 21 of this Lease. City may also elect to rent the Leased Premises to any other party at a rental rate and for such terms as City deems practicable, and the rent so received shall be credited to the account of Club, less any expense of repossession and re-renting. During the unexpired remainder of the Lease term, Club will be liable for any deficiency that results from City re-renting the Leased Premises at a lesser amount than the minimum rent called for in this Lease.

23.3 Cure by Non-Defaulting Party

If either party at any time by reason of the other party's default elects to pay any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting party shall be immediately due and owing by the defaulting party to the non-defaulting party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by the non-defaulting party until the non-defaulting party is reimbursed by the defaulting party.

24. NOTICES AND ADDRESSES

All notices, demands, requests or replies provided for or permitted by this Lease shall be in writing to the addresses listed below and may be delivered by any one of the following methods: (1) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; (2) by prepaid telegram; or (3) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or after deposit with the express delivery service.

For purposes of notice, demand, request, reply or payment, the address of City shall be:

City Manager
City of Chico
P.O. Box 3420
411 Main Street
Chico, CA 95927

The address of Club shall be:

Bidwell Park Golf Club, Inc.
3199 Golf Course Road
Chico, CA 95973

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this section.

25. PERFORMANCE OF CITY

Unless otherwise specifically required under this Lease, City may satisfy its duties and obligations under this Lease through performance of such duties and obligations by the City Manager or the City Manager's designated representative.

26. GOVERNING LAW

This Lease and the rights and liabilities of the parties to the Lease shall be governed by the laws of the State of California. If any provision of this Lease is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not effect the validity of any other provision of the Lease.

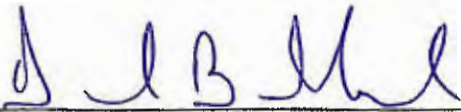
27. CAPTIONS

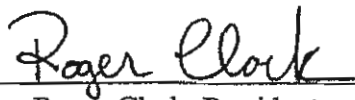
Captions in this Lease are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

EXECUTED in multiple original counterparts, which constitute the same single Lease instrument, on the Execution Date.

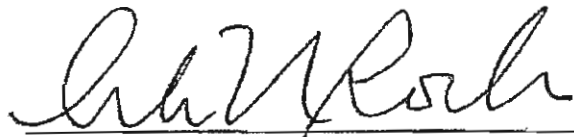
CITY OF CHICO*

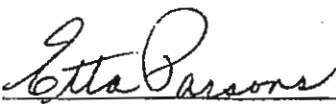
BIDWELL PARK GOLF CLUB, INC.

By: 
David Burkland, City Manager

By: 
Roger Clark, President

Approved as to form:


Lori J. Barker, City Attorney
By: Alicia M. Rock, Assistant City Attorney

By: 
Etta Parsons, Secretary

*Authorized pursuant to unanimous City Council approval on November 3, 2009.

**LEASE AGREEMENT
 BIDWELL MUNICIPAL GOLF COURSE**

**EXHIBIT B
 MONTHLY STATEMENT**

For Monthly Period Starting _____ Ending _____, 20____
 Date of transmittal _____
 Date received by City of Chico _____

	<u>Revenue</u>
Green Fees _____ rounds	\$ _____
Car Rentals _____ rentals	_____
Pro Shop	_____
Driving Range _____ number of players	_____
Restaurant	_____
Bar	_____
Miscellaneous Income	_____
Total Gross Revenue	\$ _____
Green Fees Cash Register	
Cash Register #, beginning of month	_____
Cash Register #, end of month	_____

Green Fees:

Monday-Friday	\$ _____
Monday-Friday, twilight	_____
Weekend/holiday	_____
Weekend/holiday, twilight	_____
Seniors	_____
Tournament	_____
Total	\$ _____

Cart Rental:

18 hole	\$ _____
9 hole	_____
Seniors	_____
Total	\$ _____

Certified Correct by:

 Bidwell Park Golf Club, Inc.
 Controller

**LEASE AGREEMENT
 BIDWELL MUNICIPAL GOLF COURSE**

**EXHIBIT C
 ANNUAL STATEMENT OF GOLF ACTIVITY & RENTAL PAYMENT TO
 CITY OF CHICO**

CALENDAR YEAR _____

Total Greens Fees	\$ _____	
Total Cart Rental Fees	\$ _____	
Pro Shop Income	\$ _____	
Driving Range Income	\$ _____	
Restaurant Income	\$ _____	
Miscellaneous Income	\$ _____	
Total Annual Income		\$ _____

Rental Payments:		
\$0 - \$1,200,000 x 8%	\$ _____	
\$1,200,000 - \$2,000,000 x 12%	\$ _____	
\$2,000,000 and up x 13%	\$ _____	

Total Rental Payment Due		\$ _____
Deduct Amount of Pre-paid Minimum Annual Rent		— \$ _____
Rental Amount Due		\$ _____

Number of Rounds for Calendar Year:

a. Monday - Friday	_____
b. Monday - Friday, twilight	_____
c. Weekend/holiday	_____
d. Weekend/holiday, twilight	_____
e. Weekend/holiday, twilight	_____
f. Tournament	_____
g. Total	_____

Number of Cart Rentals for Calendar Year:

a. 18 holes	_____
b. 9 holes	_____
c. Seniors	_____
d. Total	_____

Number of Monthly Tickets (Seniors) _____

Number of Driving Range Patrons _____

For Calendar Year _____

Average Fee per Round of Golf _____

(Total golf play fees divided by number of rounds) _____

Prepared by: _____ Date: _____

Received by: _____ Date: _____

LEASE AGREEMENT
BIDWELL MUNICIPAL GOLF COURSE

EXHIBIT D
ANNUAL CALENDAR OF IMPLEMENTATION AND CHECK-LIST

By 15 February	Club will advise City as to the new total sum of annual minimum rent and will pay the total amount of annual minimum rent owed for the present Lease Year.
By 1 March	Club will submit to City a statement as provided for in Section 7 of this Lease, signed by Club or person authorized by Club, showing in reasonable detail the amount of Gross Revenue for the preceeding Lease Year, and a remittance, if necessary, of any percentage rent owing for the preceeding Lease Year.
By 1 June of every fifth Lease Year	Club will submit to City its proposed five-year plan for capital improvements.
By 4 July of appropriate years	Club or City must notify the other party of its intention to exercise its option to extend the term of this Lease.
By 15 July of every fifth Lease Year	City will advise Club of the acceptance of Club's five-year plan for capital improvements or will notify City that such plan is unacceptable and, at City's discretion, will request changes by Club or refer the matter to a mediation panel.
By 15 November	Club will submit to City its program for annual implementation of capital improvements.
By 15 December	City will accept Club's annual capital improvements implementation program or will notify City that such program is unacceptable and, at City's discretion, will request changes by Club or refer the matter to a mediation panel.
By the fifteenth (15 th) day of Each month.	Club will submit to City a monthly statement concerning golfing activity at Bidwell during the previous calendar month.
At least once each Lease Year	Management officials of City and Club will meet and confer regarding the Bidwell operation.

LEASE AGREEMENT
BIDWELL MUNICIPAL GOLF COURSE

EXHIBIT E
FIVE-YEAR CAPITAL IMPROVEMENT PLAN

	<u>Year(s)</u>
1. Install new all weather cart paths	1
2. Asphalt service roads	1
3. Repair, seal and stripe parking lot	1
4. Construct 2 on-course restrooms	1
5. Address irrigation needs - ditching, electrical, install new pipe, sprinklers, timer, control boxes and update computer program	1, 2, 3
6. Implement tree planting program	1
7. Renovate () greens, fairways, and tee boxes	2, 3, 4, 5
8. Address Clubhouse, Pro Shop renovation work	5
9. Vegetation Management Plan — Implementation	2, 3, 4, 5

LEASE AGREEMENT
BIDWELL MUNICIPAL GOLF COURSE

EXHIBIT F
TWO-YEAR CAPITAL IMPROVEMENT PLAN

YEAR 1

To be completed within 12 months of commencement date:

- Install all weather cart paths (concrete or asphalt) throughout the 18 hole golf course
- Asphalt all serve roads
- Repair, seal and stripe parking lot area

- Construct two (2) new on-course restroom facilities including structure, septic system, and landscaping. Structure includes all plumbing, electrical, wood materials for both a women's and men's facility.

- Address irrigation needs inclusive of ditching, electrical, work, pipe repairs, installation of new lines, sprinkler heads, timers, control boxes, and computer update as necessary. Consider tree preservation (impacts) in the design and placement of trenches and new lines.

YEAR 2

To be completed within 12 months of commencement date:

- Initiate tree planting program (Phase 1) in selected area (along roadside of #3 fairway including appropriate irrigation and supportive landscaping

- Address irrigation needs . . . continuation of Year 1 work

- Renovate one (1) green, tee area, and fairway including leveling, re-sodding, landscaping and other task re ball washers, hole signs with detail layout of the golf hole, tee markers, benches, and fairway yardage distance markers.

LEASE AGREEMENT
BIDWELL MUNICIPAL GOLF COURSE

EXHIBIT G
PERFORMANCE STANDARDS

Section I	Cart Paths, Walkways, Service Roads, and Parking Lot	G-2
Section II	Clubhouse, Commons Grounds, Teaching/Practice Area	G-3
Section III	Greens, Tees and Bunkers	G-4
Section IV	Fairways, Playable Rough	G-8
Section V	Irrigation, Drainage	G-10
Section VI	Trees, Shrubs, Other Vegetation	G-11
Section VII	Maintenance Facilities, Cart Sheds, On-Course Restrooms	G-13
Section VIII	General Maintenance	G-14
Section IX	Water and Soil Quality	G-16
Section X	Personnel	G-17

**EXHIBIT G
SECTION I**

- A. CART PATHS:
1. Cart paths should be inspected daily for safety and deterioration.
 2. Cart paths need to be well defined. (Width of scraper of KD tool).
 3. Cart path surface material should consist of crusher dust...until all -weather paths can be installed.
 4. Cart paths should be free of weeds, mud, potholes, and should not contribute to the erosion of fairways.
- B. WALKWAYS:
1. Walkways should be maintained in the same manner as cart paths making them safe for walkers. That includes:
 - daily inspections
 - be well defined (borders) using some type of treated lumber and are to be a minimum of 32" wide.
 - constructed with the same surface material as cart paths (crusher dust).
 - be free of weeds, mud, and/or potholes.
 - convenience and safety should be a prime consideration.
- C. SURFACE ROAD:
1. Service road should be maintained in the same manner as cart paths and walkways. That includes:
 - daily inspection
 - be well defined (borders)
 - surface material should be the same as for cart paths and walkways (crusher dust)
 - be free of weeds, potholes, mud and not erode into adjacent areas.
 - prevent surface material from eroding into grass areas.
- D. PARKING LOT:
1. Parking lot should be maintained in a safe and useable condition at all times.
 2. Parking lot should be swept on a weekly schedule.
 3. Parking lot should be resurfaced and restriped every two years.

**EXHIBIT G
SECTION II**

- A. CLUBHOUSE:
1. Interior - Conduct daily inspections of all interior areas including restrooms, dining area, meeting room, pro shop, offices and all entrance areas.

Inspections should focus on health, safety, comfort, and overall cleanliness. Daily cleaning, plant care, providing sufficient supplies (soap, paper products in restrooms), and air conditioning and lighting are some of the areas to be considered.
 2. Exterior - Conduct daily inspections of the exterior areas of the clubhouse including walkways, drinking fountains, landscaped areas, lighting, and booster pumps.

Daily sweeping and/or washing of walkways, policing of area for trash and debris, weeds in flower planters, and some of the areas to be reviewed.

Inspections should focus on health and safety, and overall cleanliness and appearance.
- B. COMMON GROUNDS: The picnic grove area should be inspected periodically for safety, health and the overall cleanliness of the grounds.
- C. TEACHING/PRACTICE AREA: Performance Standards will be developed when a teaching/practice area is established.
- D. CHEMICAL USAGE REPORT: Club shall provide City an annual herbicide/pesticide log, showing the type and amount of herbicide/pesticide used.

EXHIBIT G
SECTION III

A. GREENS:

1. MOWING

- a. Greens shall be mowed daily, weather permitting.
- b. Greens shall be cut to a length of between .145 and .185 of an inch depending on time of year and the amount of play.
- c. The mowing pattern shall be alternated each time the greens or collars, and apron/approaches are mowed.
- d. Grains in the greens shall be controlled as necessary by use of combs, groomers, or vertical reels.
- e. Greens shall be vertically mowed as necessary to control graining or thatching in order to provide an optimum putting surface.
- f. Collars and aprons/approaches shall be mowed three times weekly at a length of .5 inch during the growing season (March-November) and as needed during the winter.

2. FERTILIZATION

- a. Based on soil tests, greens, collars, and aprons/approaches shall be fertilized frequently enough to support constant growth and maintain the turf in a vigorous condition.
- b. Eight to ten pounds of nitrogen and potassium per 1,000 square feet per year shall be applied to the greens, collars and aprons/approaches.

3. IRRIGATION

- a. The greens, collars, and aprons/approaches shall be irrigated as necessary to keep the grass in optimal growing condition.
- b. Wet and dry spots shall be watered by controller settings and hand irrigation to prevent turf loss.
- c. During periods of stress, low humidity and high temperatures, the greens, collars and aprons/approaches shall be checked hourly and watered lightly until they show no signs of stress.

4. TOPDRESSING

- a. Greens, collars, and aprons/approaches shall be topdressed as necessary but not more, using a recognized greens topdressing which is comparable with existing soil conditions.
- b. Topdressing material shall be a USGA specification and applied at a rate appropriate for smooth putting and optimum turf growing conditions.

5. AERIFYING

- a. Greens, collars, and aprons/approaches shall be aerified as necessary but not more frequently than once every two months, so not to be impacted.
- b. New technology should be considered as an opinion in aerifying greens, collars, and aprons/approaches.
- c. Greens shall be rolled after each aerification so as to smooth out the putting surface.

6. PEST CONTROL

- a. Greens, collars and aprons/approaches shall be inspected daily for fungus activity, the insect infestations, or any other pest problems, which will adversely affect the quality of play or putting surface.
- b. Control for those pests shall be undertaken as soon as possible after their detection, using the IPB (Integrated Pest Management) philosophy where possible. When necessary, controlled chemicals may have to be used.
- c. All applicable regulations shall be strictly adhered to and all required reporting and pest applicator certification shall be the responsibility of the course operator.

7. WEED CONTROL

- a. Greens shall be bentgrass or annual blue grass (poa annua) and kept free of all other weeds.
- b. Collars, aprons/approaches will be kept free of all weeds that interfere with play or spread weeds onto the greens.
- c. Multiple pre/post applications of herbicide may be applied to create weed control.

8. REPAIR

- a. Any damage done to the greens, collars, and aprons/approaches which affects play or the putting surface shall be repaired as soon as possible after detection.
- b. In the case of voids or bare areas in the grass cover of the greens, all such areas shall be sodded with bentgrass.

9. OVER-SEEDING

- a. Seeding of the greens and bentgrass shall be done twice annually, if needed, at optimum germination and growth periods.

10. PIN PLACEMENT

- a. The pin placement shall be changed on the greens every day, weather permitting.
- b. Pin placement rotation shall make use of all areas of the green.
- c. Cup installation should be placed so as to be level, conform to USGA rules, and shall not be closer than a flag pin length to the edge of the green.

B. TEES

1. MOWING

- a. Tee areas shall be mowed at least once weekly during the winter and shall be cut at a maximum height of .562".
- b. Tee areas shall be mowed at least twice weekly during active growing season and shall be cut at a maximum height of .562".

2. IRRIGATION

- a. Tee areas shall be irrigated as necessary to keep the turf in optimum growing condition.
- b. Hand irrigation shall be used where necessary during times of heat stress to maintain healthy turf.

3. AERIFICATION

- a. Tees shall be aerified at least two times per year using 5/8" or 1/2" tines, and penetration at least 3" yielding 36 holes or more per square foot.

4. TOPDRESSING

- a. Tees shall be topdressed after aerification using USGA recognized topdressing material.

5. FERTILIZING

- a. Tees shall be fertilized as necessary to provide healthy, vigorous and constantly growing turf.
- b. Tees shall be fertilized with no less than six pounds of nitrogen per 1,000 square feet per year.

6. PEST CONTROL

- a. Tees shall be checked daily for fungus activity and insect infestation, or any other pest infestation which would interfere with the playing surface of the health of the turf.
- b. Control for these pests shall be undertaken as soon as possible after detection, using the IPM (Integrated Pest Management) philosophy where possible. When necessary, controlled chemicals may have to be used.

7. WEED CONTROL

- a. Tees shall be kept free of weeds at all times.

8. OTHER

- a. Maintain the surface of the tees in level condition at all times.

C. BUNKERS

- a. Bunkers shall be spot raked daily and raked full at least twice weekly.
- b. The sand shall be kept weed free and of sufficient depth so as to allow for proper sand play.
- c. Edge and trim the bunkers to provide a tidy, attractive appearance, with the edges being accurately defined for players.
- d. Repair all turf damages or collapsed edges as soon as possible to keep further damages from accruing.
- e. Sand of the same quality as used in greens top dressing shall be replaced as necessary, maintaining at least a uniform depth of four inches.
- f. Minimum of two or more rakes per bunker depending on size. There should be a rake at least every 30 feet.

**EXHIBIT G
SECTION IV**

A. FAIRWAYS

1. MOWING

- a. The fairways shall be mowed at least twice a week during the growing season at a height of .500" and .850".
- b. The mowing season shall be alternated each time a fairway is mowed.
- c. The fairways shall be mowed as needed in the winter time, weather permitting.

2. IRRIGATION

- a. The fairways shall be irrigated as necessary to keep the grass optimal health and playing condition.
- b. Fairways shall be checked daily for dry spots or wet spots. Hose and/or quick coupler watering shall be used to augment the irrigation system as necessary.

3. AERIFICATION

- a. The fairways shall be aerated a minimum of one time per year, using a core aerator with 3/4 inch tines on 6 inch centers penetrating 3 inches deep during prime growing season. (Mid May-October)

4. FERTILIZATION

- a. Based on soil test, fairways shall be fertilized frequently enough to support growth and maintain the turf in a health vigorous condition.

5. PEST CONTROL

- a. Fairways shall be checked daily for fungus activity and pest infestation which will affect the playing surface or the ongoing health of the turfgrass.
- b. Control for these pests shall be undertaken as soon as possible after their detection, using the IPM philosophy where possible. When necessary controlled chemicals may have to be used.
- c. Ground squirrels, gophers, or moles shall be trapped and fungus or insect infestation shall be dealt with under the IPM philosophy where possible.

6. WEED CONTROL

- a. Fairways shall be kept as free as possible of all weeds at all times.
- b. Any infest areas shall be the object of a continuing program of confinement and reduction with the objective of eradication of such weeds at the earliest date possible under the IPM philosophy.
- c. Fairways will be kept free of all weeds that interfere with play of spread weeds onto the greens.
- d. Ongoing spraying of weeds with selected herbicides so as to keep weeds under control.

B. ROUGH AREAS

1. MOWING

- a. Rough areas shall be mowed two times weekly during the growing season at a height of no greater than two inches to allow for acceptable pace of play.
- b. Rough areas shall be mowed at least once weekly during the winter at a height of no greater than two inches, weather permitting.

2. IRRIGATION

- a. Rough areas shall be irrigated to keep the turf in optimal growing condition and to keep rough areas from serving as sources of weed seed that will move out and infest the remainder of the golf course.

3. AERATING

- a. Rough areas shall be aerated on the same schedule as fairways.

4. FERTILIZATION

- a. Rough areas shall be fertilized the same as the fairways.

EXHIBIT G
SECTION V

A. IRRIGATION:

- a. Maintain entire irrigation system and keep the main lines in good repair, functioning properly and conforming to all related codes and regulations at all times.
- b. Irrigate as required to maintain adequate moisture for proper growth rate and appearance.
- c. Monitor all systems within the course area and correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials, which obstruct spray.
- d. During the watering, check systems daily and adjust and/or repair any sprinkler heads causing excessive run off, including slope areas and/or areas which throw water directly onto a roadway, paving, cart paths or walkways.
- e. All controllers shall be inspected on a daily basis and adjusted on a weekly basis or more frequently as required, considering the water requirements of each remote control valve (sprinkler station). A soil probe or tensiometer shall be used to determine the soil moisture content in various areas.
- f. Repair all leaking and defective valves within twenty-four (24) hours following notification of such a deficiency.
- g. In the event of a reduction of the volume of water supplied to the golf course during peak demand periods, the priority of water distribution shall be as follows:
 1. Greens
 2. Tees
 3. Fairways
 4. Other turf and landscaped areas

B. DRAINAGE

- a. Construct, maintain, and/or repair as necessary any surface flow lines, swales, catch basins grates, and other drainage structures in a clear, wood free, and properly functioning condition at all times.

**EXHIBIT G
SECTION VI**

A. TREES

- a. Keep turf controlled to within 24" of the trunks of trees. (Care needs to be taken to not mow down new plantings.)
- b. Pruning of trees will be to maintain clearance (6' to 8") for golf carts and remove all fallen and broken branches from corrective pruning area.
- c. Control and eradicate rodents and other animal pests as necessary to prevent hazards, holes, and destruction of trees.
- d. Conduct periodic inspections of the course noting conditions of trees (pruning, removal, planting of replacement trees, irrigation, mowing and any pest infestations.) Maintain health and safety of existing trees to the greatest extent possible.
- e. Report findings of tree inspections to Board at the monthly meeting.

B. SHRUBS

- a. Conduct periodic inspections of areas of shrubs noting conditions as they relate to pruning, removal and/or new plantings, irrigation and pest control.
- b. Report findings to Board at monthly meeting.

C. OTHER VEGETATION

- a. Conduct periodic inspection of course noting the condition of natural vegetation with recommendations for care, including but not limited to plantings, removal, pest control, irrigation, spraying and aesthetic value.
- b. Seek the natural setting for all areas not necessarily needed for fairways and/or playable rough. Avoid invasive plant species in all new plantings. City will review and approve all new or replacement landscape plans.

D. SPECIAL PROJECTS

1. OAK TREE INTEGRITY PROGRAM

- a. Initiate an oak tree integrity program to ensure the protection and preservation of California native oaks on the golf course.
- b. Club should secure on-going information (available from California Oaks

Foundation or similar organizations) regarding:

- Care, maintenance and conservation of oak woodlands
 - Educational programs
 - Responsible planning
 - Mitigation of losses of bio-diversity
 - Protection of watersheds and wildlife
 - Technical assistance and scientific research
- c. The Club will apply the appropriate measures to maintain a successful oak replacement program.

2. TREE REPLACEMENT PROGRAM

- a. Tree Management Program to be integrated into the vegetation management plan.
- b. The program addresses size, number, and species of trees and the designated area for their planting.
- c. Native trees are to be replaced at a recommended ratio of 10:1 within a specific period of time and within a specific area.
- d. A Master Plan Map will be maintained which will include the listing of the number of trees, species, and their designated planting area.

E. **APPROVED TREE LIST.** An approved tree list for the golf course shall be developed and provided by City's Urban Forest Manager within ninety (90) days of the execution of the Lease by all parties.

F. **INVASIVE PLANT MANAGEMENT**

- a. Club, where and when possible, will remove invasive, non-native weed species from the golf course grounds in accordance with the Park Division specifications. Club will work with Park Division staff to identify priority weed species for removal.
- b. Replacement of non-native weed trees, such as Japanese privet, with native plants or non-detrimental alternative plants is encouraged.
- c. Removal of non-native weed trees may take place in phases and should be reviewed during implementation of the Vegetation Management Plan.

**EXHIBIT G
SECTION VII**

A. MAINTENANCE SHOP AREA (Building and Adjacent Area)

1. Maintain in a clean, orderly and safe condition at all times, conforming to all applicable laws and regulations.

B. CART SHED STORAGE

1. Maintain in a clean, orderly and safe condition at all times.
2. Inspect cart storage shed area frequently and report deficiencies to ensure prompt repair or correction.
3. Cart cleaning area for private carts:
 - a. wash dirt off concrete pad
 - b. keep drainage free around pad
 - c. provide adequate air, water for cleaning
 - d. keep trash cans for area emptied

C. ON-COURSE RESTROOMS

1. Maintain in a clean, neat, useable and sanitary environment.
2. Hose out restrooms at least once a week to keep clean.
3. Keep fully stocked with paper goods, soaps, etc.

**EXHIBIT G
SECTION VIII**

A. GENERAL MAINTENANCE

1. Maintenance personnel shall be responsible for the maintenance of all tee markers, cups, flags, ball washers, bunker rakes, yardage signs, benches on the course, trash receptacles, perimeter fences, cleat brushes, ropes/stakes, distance markers, O. B. and hazard stakes, and all signs. Maintenance shall include repairing, painting, replacing, furnishing towels, and otherwise keeping these amenities in good condition that is conducive to player enjoyment of and respect for the course.

B. CUPS

1. During the peak growing season, cup location shall be changed (7) times per week and during the off-season a minimum of (5) times per week. During this operation, inspection of the putting surface shall be made and any ball marks or other damage will be repaired.
 - a. Cup replacement shall conform to USGA rules and shall not be closed than a pin length to the edge of the green.
 - b. On non-mowing days, dew shall be swept or irrigation dew cycle operated.

C. TEE AREAS

1. All tee markers shall be moved as the cups are set on the greens.

D. PUTTING GREEN

1. Change cups on practice putting green five (5) times per week. Maintain putting green in same manner as course green.

E. BALL WASHERS

1. Ball Washers located around the course shall be filled as necessary, and checked once per week (Fridays.)
2. Towels for the ball washers shall be changed on the same schedule, with clean towels furnished each time.

F. TRASH

1. Remove all trash and debris resulting from golf course maintenance as it occurs. Clean, repair, and replace trash receptacles as necessary to maintain clean, safe

and sanitary conditions at all times. Litter containers shall be emptied daily.

G. WATER CONTAINERS

1. Water containers located around the course shall be filled as necessary (special attention to warm/hot days) and checked throughout the day for adequate water supply.
2. The use of water containers shall conform to all requirements of Butte County Health Department.

**EXHIBIT G
SECTION IX**

A. WATER QUALITY:

Water quality is tested on a quarterly schedule for the purpose of ensuring lack of chemical residue (the creek) and E-coli and bacteria (well). Test samples are sent to a professional lab for analysis and reports are returned to Club, City and service provider.

B. SOIL:

Soil testing is conducted annually to determine soil nutrients and fertilization levels. Test samples are sent to a professional lab for analysis and reports are returned to Club, City and service provider.

**EXHIBIT G
SECTION X**

A. ADMINISTRATION

A full compliment of employees shall be on duty at all times during the hours of operation of the course, with discretion used during inclement weather. Employees will include personnel to perform activities in pro shop, restaurant, carts, and professional services.

Administrative staff will include a full time PGA golf professional, a general manager, and sufficient support staff necessary to guarantee a satisfactory business operation.

B. MAINTENANCE

A full time maintenance crew shall be on-duty at the course daily, supervised by an on-duty superintendent. Regular hours will be established and maintained. The superintendent's hours shall normally be the same as those of the maintenance crew. A certified arborist shall be available to supervise the Tree Management Program in consultation with the City's Urban Forest Manager.

During winter months (December-February) a minimum work crew of four (4) employees shall be on duty during regular hours of operation.

Empire Golf

Providing a quality golf experience since 1986

October 28, 2015

Mr. Chris Constantin
Assistant City Manager
City of Chico
PO Box 3420
Chico, CA 95927

Dear Chris,

Attached are the documents you requested per the lease agreement with the City of Chico and the Bidwell Park Golf Club, Inc. I apologize for the oversight on our part and will be timely with these in the future.

I have included:

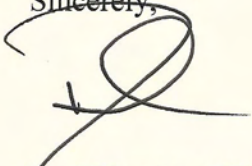
- A Five Year Plan for Capital Improvement Projects
- Capital Expenditures for 2012-2015

Our Capital Improvement Projects are a part of the Capital Expenditures that we have itemized and are from our depreciation schedule. The projects are only funded when we have the capital and cash flow to do so-so it is more of a prioritized "wish list" which we update annually as we complete projects, or are priorities change based on need. The BPGC was left with a large amount of deferred maintenance by American Golf, but we are very mindful to not overextend ourselves in the quest to better our facilities. We also have a number of ongoing projects that are just expensed within our annual budget that are more of a repair and replace but are improvements to the facility.

The addition of solar power will further enable us to operate more efficiently and continue to reinvest in facilities and equipment at the golf course.

Thank you for your time and consideration, and we look forward to working with the City on this project and obtaining the needed approvals.

Sincerely,



Rod Metzler, CEO
Empire Golf Inc
for the Bidwell Park Golf Club, Inc.

cc: Roger Clark, President, BPGC, Inc.
Nona Gunnell, EGI

Bidwell Park Golf Course
5 Year Capital Improvement Projects Plan

updated 10 1 15

<u>Priority</u>	<u>Description</u>	<u>Est Cost</u>
1	Solar Project	\$ 400,000
2	Kitchen Grill / Oven	10,000
3	Kitchen Hood Fan	5,000
4	Kitchen Dishwasher	7,600
5	Club House Restrooms	TBD
6	On Course Restrooms	TBD
7	Rough Mower	20,000
8	Tractor	17,500
9	Fairway Mower	20,000
10	Cart Path Improvements	100,000
11	Club House Speaker System	1,000
12	New Golf Course Entrance Sign	7,500
13	New Clubhouse Sign	2,500
14	Concrete Material Storage Bins-Maintenance	2,500
15	Green Enlargement (#6, #12, #18)	3,000
16	10th tee - 1st tee redesign/enhancement	25,000
17	Irrigation System Improvements	25,000

Bidwell Park Golf Club
Fixed Asset Additions
2012-2015 Year to Date through October

<u>Description</u>	<u>Acq Date</u>	<u>151000 Bldg & Imp</u>	<u>152000 Equipment</u>	<u>153000 Improvements</u>	<u>154000 Machinery</u>	<u>155000 Office Equip</u>	<u>156000 Transport</u>	<u>157000 Trees</u>	<u>Total</u>
Restaurant Equip from AGC	10/06/12		5,490.00						
Cart Barn	10/15/12	33,953.00							
Misc Cart Barn Items from AGC	10/06/12				2,495.00				
Misc Pro Shop Items from AGC	10/06/12					487.00			
Misc Office Equip from AGC	10/06/12					590.00			
Server/Computer Workstations	10/01/12					20,629.00			
TV's with Brackets/paint	03/01/13	4,600.18							
Irrigation Project Materials	04/13/13			13,655.52					
Clubhouse Lighting	04/01/13			2,951.93					
Energy Mgmt System Cart Barn	04/01/13			2,193.94					
Replace electrical Panel Maint Bldg	05/01/13			1,523.14					
Telephone system Equip	05/01/13					2,798.00			
Shed	06/01/13	3,438.99							
Artic Aire-HVAC Unit incl Insulation	07/01/13	9,049.00							
Clark Heating Unit	12/01/13	5,850.00							
ClubHouse Remodel:									
Cullincini Rest - ice machine	5/16/14	4,326.19							
Kelly Moore paint	5/16/14	1,569.91							
Meeks Lumber	5/16/14	68.36							
City of Chico - permits	6/30/14	1,309.86							
City of Chico - permits	6/30/14	1,283.69							
Hupp Draft Services	7/11/14	7,348.67							
Cullincini Rest Equip	7/23/14	8,113.00							
Home Depot- parts for Bar/Grill	7/31/14	60.01							
Wolfe Electric-deposit	8/5/14	910.95							
Ginno Const Inc- const prog pmt	8/5/14	59,775.39							
John Anderson Architect	9/1/14	685.44							
Cullincini Rest Equip	9/24/14	1,932.37							
Wolfe Electric	9/24/14	891.31							
Wolfe Electric	9/24/14	551.38							
Ginno Const Inc-const prog pmt	9/24/14	66,545.46							
Lowes - Blinds	9/30/14	290.42							
Select Janitorial-const cleanup	10/1/14	620.00							

Bidwell Park Golf Club
Fixed Asset Additions
2012-2015 Year to Date through October

<u>Description</u>	<u>Acq Date</u>	<u>151000 Bldg & Imp</u>	<u>152000 Equipment</u>	<u>153000 Improvements</u>	<u>154000 Machinery</u>	<u>155000 Office Equip</u>	<u>156000 Transport</u>	<u>157000 Trees</u>	<u>Total</u>
Chairs/Tables-Affordable Seating	10/1/14	3,922.64							
Rental Guys - storage and delivery	6/24/14	341.88							
Home Depot-cable and padlock	6/24/14	179.27							
Uhaul - Pack Mat'l TVs	6/25/14	64.18							
Royal Aire - 4ton AC unit	9/10/14	5,689.00							
Hupp Draft Services	10/27/14	1,800.00							
Ginno Const Inc-const prog pmt	10/30/14	28,453.16							
Ginno - Water Heater	11/5/14	4,274.12							
Guys Rents	11/30/14	80.63							
All Season Electric Repair	12/5/14	4,310.01							
Irrigation Pump Upgrade	5/16/14			22,750.77					
TurfStar Anglemaster 3000	4/20/14		16,875.00						
TurfStar Dual 3000	4/20/14		4,500.00						
TurfStar Express Lift Table	4/20/14		1,125.00						
PA system	4/1/14		1,285.82						
WhirlPool Refrigerator	4/17/14		543.85						
2010 Classic Golf Bev Unit	5/2/14		2,795.00						
CostCo Banquet Tables	5/1/14		1,169.55						
Used Golf Course Equipment	10/29/14		6,250.00						
Parts for Used Golf Course Equip	11/12/14		1,342.67						
Amko Restaurant Furniture	10/30/14		2,897.40						
Pacuzzo Golf Design #10	01/06/15			2,250.00					
SMS Install Doors	01/09/15			4,437.00					
Aquatic Env fountain Replace	01/15/15			3,889.00					
Paradise Pines Maint Equip -used	02/05/15		750.00						
Clubhouse Track Lighting	02/28/14	343.14							
9 Jacobsen Greens Cutting Units - 3roller	04/15/15		900.00						
Amer Carport - 10% Deposit	08/31/15			135.00					
Exterior Electrical Upgrade	08/05/15	1,549.80							
All Star Rent -Purch Trencher/Rotohammer	09/23/15		3,498.70						
United Rentals-Vibrator Plate Compactor	10/08/15		1,505.00						
Total Fixed Asset Purchases 2012-2015		264,181.41	50,927.99	53,786.30	2,495.00	24,504.00	0.00	0.00	395,894.70

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made and entered into on the 10th day of November 2011, by and between Bidwell Park Golf Club, Inc., ("Bidwell") and Empire Golf Inc., a California corporation ("Empire"), which collectively represent the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, Bidwell is the Lessee under a long term lease with the City of Chico ("Lease") which owns the municipal golf Course facilities located in Chico, California known as "Bidwell Park Golf Course"; and

WHEREAS, Bidwell and Empire desire for Empire to operate and manage the Course subject to the terms and conditions set forth herein,

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements herein contained, the Parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 **Definitions.** All capitalized terms referenced or used in this Agreement and not specifically defined herein shall have the meanings set forth on Exhibit A attached hereto.

**ARTICLE 2
APPOINTMENT AND TERM**

2.1 **Appointment.** Bidwell hereby retains, engages and appoints Empire as Bidwell's agent to perform the Management Services during the Term, as more fully described herein, and Empire hereby accepts said appointment upon and subject to the terms hereof.

2.2 **Term.** The initial term of this Agreement shall begin on October 1, 2012 (the "Commencement Date") and shall terminate on December 31, 2017 (the "Termination Date") unless terminated or extended according to the provisions hereof (the "Term"). The Term may be extended for additional 5-year periods upon the mutual agreement of Empire and Bidwell.

**ARTICLE 3
MANAGEMENT SERVICES**

3.1 **Management of the Course.** Subject to the terms herein, Bidwell hereby retains, engages and appoints Empire as Bidwell's agent to perform Management Services at the

Course on behalf of and for the account of Bidwell, and Empire hereby accepts said appointment.

3.2 Delegation of Duties, Authority and Responsibility. Subject to the terms herein, and at all times consistent with the Annual Plan approved by Bidwell, Bidwell delegates to Empire the discretion and authority to determine operating policies and procedures, standards of operation, house rules, standards of service and maintenance, pricing, and other policies, rules, and regulations affecting the Course or the operation thereof, in a manner consistent with the governing documents, polices and procedures, standards of operation, house rules, standards of service and maintenance, pricing, and other policies, rules, and regulations affecting the Course or the operation thereof of Bidwell Golf Club Inc. as they may be adopted and amended from time to time, to implement all of same, and to perform any act on behalf of Bidwell deemed by Empire to be necessary or desirable for the management, operation and maintenance of the Course. Empire shall have the authority and responsibility for the administration, operation and management of the Course, including, without limitation, golf operation, course maintenance, food and beverage provision, merchandise, service, accounting and financial reporting. This shall include the authority to buy and sell alcoholic beverages according to the laws of the Department of the Alcoholic Beverage Control of the State of California, should a license be procured. In exercising its discretion and authority as stated herein, Empire shall, on behalf of Bidwell undertake and discharge all of the duties and obligations of Bidwell under and incorporating the terms thereof of the long term Lease with the City of Chico. A copy of the Lease is attached hereto as Exhibit "A" and incorporated by reference.

3.3 Use of the Course. Bidwell hereby grants to Empire the right to use and possess the Course during the Term for the purposes set forth herein and subject to the terms of the Lease. Empire shall, upon the expiration of the Term or termination of the Agreement, vacate and surrender the Course to Bidwell.

3.4 Course Operations. Subject to the terms herein and the terms of the Lease, Empire shall use commercially reasonable efforts to perform all acts that are necessary in the opinion of Empire to operate and manage the Course subject to the budgets and the approval rights set forth herein, on behalf of, for the account of, and at the sole cost and expense of Bidwell in accordance with the superior standards of a top rated golf course as is expected at the best quality golf courses in the Sacramento market area. Bidwell and Empire shall jointly agree upon the hours and days of operation of the Course's facilities and the level of service to be provided. Empire shall, at a minimum, perform the following acts and services ("Management Services"):

3.5 Annual Plan. Empire shall submit to Bidwell, annually on or before October 31th of each year, the annual plan for the Golf Course for the next calendar year ("Operating Year") ("Annual Plan"). The Annual Plan shall include a monthly operating budget containing *bona fide* good faith estimates of all revenue and revenue sources and golf course, restaurant, and administration expenses, including rents payable under the Lease, for the next Operating Year, including expenditures for (a) property operation and maintenance; (b) repairs, replacements, and alterations which do not constitute Capital Improvements and reserves set aside for scheduled Capital Improvements as set forth in the Lease; (c) Furnishings and Equipment and Operating Inventory; (d) advertising, sales, and business promotion; and (e) a

contingency fund to provide a reserve for unforeseeable risks and expenditures. The Annual Plan shall also include the course maintenance plan and the marketing plan for the Golf Course for the next Operating Year. . As a condition to the commencement of the initial term of this Agreement, Empire shall have submitted to Bidwell an initial Annual Plan for the next Operating Year (2013). Such initial Annual Plan shall also include and incorporate a plan pursuant to the term of this Article 3.5 for the balance of the calendar year 2012 ("Initial Budget") both subject to the provisions of Article 3.5.1 below

3.5.1 Annual Plan, Approval. The Annual Plan shall be subject to the prior written approval of Bidwell. Bidwell agrees to examine each Annual Plan submitted by Empire and to use its best efforts to work with Empire in developing an approved Annual Plan. It is contemplated by the Parties that the Annual Plan will be agreed upon by Bidwell not later than sixty (60) days following delivery of the Annual Plan by Empire to Bidwell. If Bidwell fails to either approve the Annual Plan within said 60-day period or fails to advise Empire in writing of its objections to the Annual Plan within such period, then the Bidwell shall be deemed to have approved the Annual Plan as submitted. In the event said written objections of Bidwell to the Annual Plan are not resolved within 15 days of the start of the next Operating Year, pending the resolution of said written objections, Empire shall continue to manage and operate the Golf Course in accordance with the standards set forth in this Agreement at a level of expenditures comparable to those of the preceding Operating Year plus up to an additional two percent (2%) of such amount

3.5.2 Annual Plan, Compliance. The Parties understand and agree that the Annual Plan is based upon numerous assumptions, including projections of revenue and anticipated expenses. Empire shall comply, to the extent reasonably and commercially practicable, with the applicable Annual Plan. Without the prior written consent of Bidwell (which consent shall not be unreasonably withheld), the actual amount expended per calendar month for Golf Course expenses shall not be greater than five percent (5%) higher than the amount budgeted for that calendar month in the Annual Plan. Notwithstanding the foregoing sentence, Empire shall be authorized and entitled to make additional expenditures not authorized under the then applicable Annual Plan in the event of an emergency or in order to comply with any applicable insurance requirements, legal requirements, expenses arising out of natural calamities, unforeseeable vandalism, or causes otherwise outside the control of Empire, and for which no readily liquid insurance proceeds are available in order to maintain operation of the facility as nearly to normal as possible.

3.5.3 Annual Plan, Review. Within twenty (20) days following the end of each calendar quarter during the Term of this Agreement, Bidwell and Empire (including the President of Empire) shall meet and discuss the operating results of the Golf Course, and they shall use commercially reasonable efforts to agree in writing on any necessary amendments or revisions to the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by either party at the time the Annual Plan was prepared. Notwithstanding Sections 3.5.1 to 3.5.2, any other material amendments or revisions (i.e., greater than a five percent (5%) variance) to the Annual Plan shall require the approval of both Bidwell and Empire after said material amendments or revisions are known or should have been known by the parties hereto.

3.6 Environmental Remediation. Throughout the Term, if Empire receives credible and specific notice of the presence of any Hazardous Material at the Course in a quantity sufficient to the knowledge of Empire to require remediation or reporting under any applicable Environmental Laws or if Empire receives notice that the Course has become subject to any order of any federal, state or local government agency to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the Course, Bidwell shall use all commercially reasonable efforts to carry out and complete any required investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of the Course; provided that such remediation activities shall be at Empire's expense if such activities are required as a direct consequence of gross negligent actions undertaken by Empire. Bidwell acknowledges and agrees that Bidwell shall be solely responsible for any legal, consequential or other liability and/or damages arising out of the presence of any Hazardous Material in, on or under the Course, except to the extent of said such Hazardous Material is present in, on or under the Property as a result of gross negligent actions undertaken by Empire.

3.7 Employees. Subject to the terms herein, Empire shall (i) determine personnel requirements, recruitment schedules, and compensation levels, (ii) furnish job descriptions, performance appraisal procedures, employee benefit programs, and operational and procedural manuals for all personnel which are Empire's employees, and (iii) establish forms and procedures for employee compensation and Course incentive programs for said Empire employees. However, notwithstanding severance packages or arrangements that exist with Bidwell's employees at commencement of this Agreement, Empire shall not provide severance packages to its on-site employees without the prior written approval of Bidwell. Unless otherwise addressed herein, Empire shall hire, promote, discharge, and supervise all Empire employees working at the Course. As provided herein, Bidwell will not have any employees working at the Course and those employees that would otherwise be the employees of Bidwell shall be Empire's employees. Empire shall provide staffing of on-site key personnel as agreed upon in the Annual Plan by Bidwell and Empire for the efficient operation of the Course's facilities, and that plan shall initially include (as provided in the Exhibit B budget) a full-time Golf Professional who shall preferably be a Class "A" Member of the Professional Golf Association ("PGA Class A"), Food and Beverage Manager, and Golf Course Superintendent. Empire shall assure Bidwell that the Course is in satisfactory compliance with all PGA certification requirements during the full Term of this Agreement.

3.8 Sales Strategy and Marketing Promotion. Empire shall periodically conduct market surveys and make recommendations to Bidwell as to green fees and other fees and rates for the Course, including, but not limited to the sale of memberships at the Course and fees, terms and conditions related to the sale of "Annual Cards" for unlimited play. . Empire shall develop and implement periodic marketing and advertising programs for the Course and define a schedule of marketing and advertising activities.

3.9 Contracts. Empire shall negotiate, consummate, enter into, and perform, in the name of Bidwell, such agreements as Empire may deem necessary or advisable for the furnishing of all food, beverages, utilities, concessions, entertainment, operating supplies, equipment, repairs and other materials and services as Empire determines are needed from time to time for the management and operation of the Course. Notwithstanding the above, any contract which exceeds Fifty Thousand Dollars (\$50,000) in total payments over the term of such

contract or which extends beyond the Termination Date of this agreement shall require the prior written consent of Bidwell, which consent shall be deemed to have been given if Bidwell neither consents nor disapproves in writing within thirty (30) business days after Empire's written request for approval.

3.10 Repairs. Empire shall use commercially reasonable efforts to make, or cause to be made, all necessary and proper repairs to the Course in order to keep and maintain the same in good repair, working order and condition (normal wear and tear excepted), and outfitted and equipped for the proper operation thereof.

3.11 Licenses, Permits, and Accreditations. Empire shall apply for and use its commercially reasonable efforts to obtain and maintain, in Bidwell's name (or, if otherwise required by applicable law, in Empire's name) all licenses, permits, and accreditations required in connection with the management and operation of the Course, the cost of which shall be an Operating Expense. Bidwell will reasonably cooperate with Empire in applying for, obtaining, and maintaining such licenses, permits, and accreditations.

3.12 Legal Action. Empire may not institute any legal action by or on behalf of Bidwell or the Course without the prior written consent of Bidwell and Bidwell may not institute any legal action by or on behalf of Empire without the prior written consent of Empire.

3.13 Food and Beverage. Empire will develop food and beverage operating concepts (including operational plans, menus, and food and beverage control systems) for approval by Bidwell.

3.14 Emergency Expenditures. In the event, at any time during the Term, a condition should exist in, on, or about the Property of an emergency nature which, in Empire's reasonable discretion, requires immediate action to preserve and protect the Property, to better assure the Course's continued operation, or to protect the Course's customers, guests, or employees, Empire is authorized to take all steps and to make all reasonable expenditures on Bidwell's behalf that are necessary to repair and correct any such condition, whether or not provisions have been made in the applicable budgets or otherwise herein for any such expenditures. Bidwell shall be notified of the emergency expenditures as soon as reasonably practical after they are incurred.

3.15 Compliance with Law; Expenditures Required for Compliance with Law. Empire shall use all commercially reasonable efforts to (i) comply with all applicable laws, ordinances, rules, or governmental regulations now or hereafter in force, or by order of any governmental or municipal power, department, agency, authority, or officer (collectively "Laws") in respect to the use, operation, maintenance, repair and restoration of the Course in connection with Empire's Management Services, whether or not compliance therewith shall interfere with the use and enjoyment of the Course; and (ii), except for those obligations which are the obligation of Bidwell or Bidwell's separate contractors operating on Bidwell's behalf, procure, maintain and comply with all licenses and other authorizations required for any use of the Course then being made, and for the operation and maintenance of the Course or any part thereof, the costs of which shall be Operating Expenses. Notwithstanding the foregoing, Bidwell acknowledges and agrees that Bidwell or its construction contractors working on Bidwell's

behalf shall be responsible for procuring, maintaining and complying with all licenses and other authorizations relating to design, construction, zoning, erection, installation and similar matters relating to any construction at the Course. In the event, at any time during the Term, repairs, additions, changes, or corrections in the Course of any nature shall be required by reason of any Laws for which Empire has knowledge, Empire shall notify Bidwell and request Bidwell's consent to take all reasonable steps and to make all reasonable expenditures necessary to repair and correct any such repairs, additions, changes, or corrections whether or not provisions have been made in the applicable budgets for any such expenditures, the costs of which shall be Operating Expenses. If Bidwell withholds such consent or otherwise fails to follow Empire's recommendations, Empire shall not be liable for any failure of the Course to be in compliance with such Laws and Bidwell shall fully indemnify Empire and hold Empire harmless for any and all direct, indirect and/or consequential damages, costs and expenses in connection with said withholding of Bidwell's consent and/or said failure to follow Empire's recommendation.

3.16 Accounting and Budgets. During the Term, Empire will (i) maintain books, records, and other data associated with the financial activities of the Course, (ii) prepare all operating budgets, cash flow budgets, and other financial projections and forecasts, and (iii) control and be responsible for the day-to-day financial affairs of the Course.

3.17 Records and Reporting. Empire shall, during the Term, maintain accounting records in a format consistent (in all material respects) with generally accepted accounting practices. Empire shall provide the following financial statements in a format and detail reasonably specified by Bidwell:

3.17.1 During the Term, Empire shall submit to Bidwell, within twenty-five (25) days after the close of each calendar month, a financial statement showing in reasonably accurate detail the financial activities of the Course for the preceding calendar month and the calendar year to date.

3.17.2 During the Term, Empire shall submit to Bidwell, within forty-five (45) days after the close of each calendar year, an annual financial statement showing in reasonably accurate detail the financial activities of the Course for the calendar year then ended.

3.17.3 During the Term, Empire shall maintain daily record keeping through on-site "point of sale". Said systems, which will be supplied and maintained by Bidwell, should facilitate the collection and reporting of the following information:

- Balance Sheet information
- Daily sales reports
- Weekly sales reports
- Monthly sales reports
- General ledger
- Payroll
- Accounts payable
- Accounts receivable
- Cash disbursements
- Monthly financial statements

3.17.4 Internal Control. Empire agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Course, such controls to be consistent with generally accepted accounting practices.

3.17.5 Bank Accounts. Empire shall establish, in Bidwell's name, utilizing the federal tax identification number of Bidwell:

3.17.6 Investment Account. An investment account (the "Investment Account"), at a bank of Bidwell's choice;

3.17.7 Operating Expense Account. An operating expense account (the "Operating Expense Account"), at a bank of Empire's choice;

3.17.8 Bidwell agrees that individuals designated by Empire, and approved in writing by Bidwell, shall be signatories on the Operating Expense Account, and that Bidwell will not change or close the Operating Account without prior written notice to Empire. The records and bank statements shall be subject to inspection by Bidwell pursuant to the terms recited herein. All Gross Revenue of the Course shall be collected, received, and deposited by Empire exclusively through the Operating Account in accordance with the terms of this Agreement. All Operating Expenses shall be handled and expended exclusively through the Operating Expense Account. All payrolls for the Course shall be paid directly from the Operating Expense Account.

3.17.9 Line of Credit. Bidwell, subject to bank approval and qualification, shall establish and maintain an operating line of credit, at a bank of Bidwell's choice, in an amount of up to one hundred fifty thousand dollars (\$150,000) to be utilized to supplement cash flow if needed.

3.18 Records and Inspection. Empire shall maintain at the Empire Corporate Office a set of financial, vendor, employee and operating records relating to the Course. At any time during the Term and for ninety (90) days after the Termination Date, Bidwell shall have the right, after three (3) day prior notice to Empire, to inspect all of the books, records, invoices, deposits, canceled checks, or other financial data or transactions of the Course at reasonable times and during normal business hours.

3.19 Other Duties and Prerogatives. In fulfilling its operational and managerial responsibilities hereunder, Empire shall have all rights ordinarily accorded to a manager in the ordinary course of business, including, without limitation, the collection of proceeds from the operation of the Course, the incurring of trade debts (other than mortgage indebtedness), the approval and payment of obligations, and the negotiating and signing of leases and contracts, subject to the limitations described herein. Empire shall not be obligated to advance any of its own funds to or for the account of Bidwell or to incur any liability, unless Bidwell shall have furnished Empire in advance with funds necessary for the full discharge thereof. However, if for any reason Empire shall have advanced funds in payment of any reasonable expense in connection with the maintenance and operation of the Course, Bidwell shall immediately reimburse Empire on demand for the full amount of such payments. Bidwell's failure to

reimburse Empire as provided herein for any such payment shall be an Event of Default by Bidwell.

3.20 Restricted Activities of Empire. Without the prior written consent of Bidwell, which consent may not be unreasonably withheld, Empire shall not do, or cause or permit to be done, any of the following throughout the Term:

3.20.1 Empire shall not enter into any contracts or other obligations for the operation, improvement, maintenance or repair of Bidwell's facilities that are beyond the Termination Date of this Agreement.

ARTICLE 4 RESPONSIBILITIES OF BIDWELL

4.1 Expenditures. Bidwell acknowledges that it is solely responsible for all Operating Expenses and capital expenditures required for or on behalf of the Course provided that such expenditures are made in accordance with the terms of this Agreement.

4.2 Bidwell's Advances. Bidwell shall advance funds to the bank accounts described herein to conduct the affairs of the Course (the "Bidwell's Advances") as set forth below. Such Bidwell's Advances may be paid by readily liquid check, wire transfer or authorization to apply funds from the Investment Account towards the payment of such Bidwell's Advances. Bidwell acknowledges and agrees that it has sole responsibility for providing Bidwell's Advances and Empire shall have no responsibility to provide funds for the payment of any Operating Expenses, debts or other amounts payable by or on behalf of the Course or Bidwell.

4.2.1 Operating Expense Account. Upon Commencement Date (and in any event, prior to Empire's incurrence of any Operating Expenses), Bidwell shall remit to Empire for deposit into the Operating Expense Account, Bidwell's Advances equal to one month's estimated Operating Expenses (as specified in the approved Initial Budget). This balance shall be maintained in the Operating Account at all times. All funds in excess of the initial one month's estimated Operating Expenses shall be available for "sweep" to the Investment Account on a weekly basis. The balance to be maintained in the Operating Account may be adjusted as needed from time to time and as mutually agreed between Bidwell and Empire.

4.2.2 Additional Expenses. Bidwell agrees to pay the following items, as and when required, on or before the due date, from available funds in the Investment Account and other funds of Bidwell: (i) payments on purchase contracts for major items of furniture, fixtures, and equipment not included in Operating Expenses as approved by Bidwell in writing, (ii) Bidwell's federal, state, and local income taxes, (iii) principal or interest payments on indebtedness, (iv) the Annual Incentive Management Fee and (v) any other expenses which do not constitute Operating Expenses.

4.2.3 Bidwell's Expense. At Bidwell's expense, Bidwell will hire and retain the services of a qualified certified public accountant to render such qualified services as auditing, reviewing internal procedures and controls and income tax reporting.

ARTICLE 5 FEES, EXPENSES AND RECEIPTS

5.1 Management Fees. During the Term, Bidwell shall pay as management fees as follows:

5.1.1 Fixed Management Fee. During the Term, Bidwell shall pay Empire an annual fee of \$84,000 ("Fixed Management Fee") (prorated at a rate of \$7,000 per month for partial calendar years and prorated on a calendar day basis for partial calendar months). This will be increased on January 1st of each year by 2%, beginning on January 1, 2014.

The Fixed Management Fee shall be due on the 1st of each month for the preceding month's services. Subject to Bidwell's approval of a corresponding invoice to be provided to Bidwell on or before the 10th day of the month for which the Fixed Management Fee covers, Bidwell authorizes Empire to pay itself such fee from the appropriate account when due.

5.1.2 Annual Incentive Management Fee. In addition to the Fixed Management Fee described above, Bidwell shall pay to Empire for each full Operational Year during the Term (beginning with the Operational Year ending December 31, 2013) an annual incentive management fee of seven percent (7%) of the Gross Revenue in excess of \$1,300,000 (One million three hundred thousand dollars) annually.

5.2 Late Fees. Bidwell shall pay the management fees, and any other sums due Empire, at the times, at the places, and in the manner herein provided. If any payment or any part thereof to be made by Bidwell to Empire pursuant to the terms hereof shall become overdue for a period of ten (10) days, a "late charge" of one and one-half percent (1.5%) per month may be charged by Empire for the purpose of defraying the expense incident to handling such delinquency. In the event any portion of this section violates any state or federal law or regulation, this section shall be deemed void and shall have no other effect or make invalid any other provision of this Agreement. Further, nothing herein shall be construed as waiving any rights of Empire arising out of any Events of Default of Bidwell by reason of Empire assessing or accepting any such late payment or late charge; the right to collect the late charge is separate and apart from any rights relating to remedies of Empire after default by Bidwell in the performance or observance of the terms of this Agreement.

ARTICLE 6 COVENANTS AND REPRESENTATIONS

6.1 Bidwell's Covenants and Representations. Bidwell makes the following covenants and representations to Empire, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

6.1.1 Corporate Status. Bidwell is a California Corporation duly organized, validly existing, and in good standing under the laws of California, and authorized to transact business in California, with full corporate power and authority to enter into this Agreement.

6.1.2 Authorization. The making, execution, delivery, and performance of this Agreement by Bidwell has been duly authorized and approved by requisite company action, and this Agreement has been duly executed and delivered by Bidwell and constitutes a valid and binding obligation of Bidwell, enforceable in accordance with its terms.

6.1.3 Effect of Agreement. Neither the execution and delivery of this Agreement by Bidwell nor Bidwell's performance of any obligation hereunder (a) will constitute a violation of any law, ruling, regulation, or order to which Bidwell is subject, or (b) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document (i) to which Bidwell is a party or is otherwise bound or (ii) to which the Course or any part thereof is subject.

6.1.4 Bidwell Rights. Bidwell has obtained and shall retain the leasehold property interests in the Course necessary to enable Empire to perform its duties pursuant to this Agreement peaceably and quietly. Bidwell represents and warrants that Empire's performance of the services required by this Agreement shall not violate the property rights or interests of any other person.

6.1.5 Documentation. If necessary to carry out the intent of this Agreement, Bidwell agrees to execute and provide to Empire, on or after the Commencement Date, any and all other instruments, documents, conveyances, assignments, and agreements which Empire may reasonably request in connection with the operation of the Course.

6.2 Empire's Covenants and Representations. Empire makes the following covenants and representations to Bidwell, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

6.2.1 Corporate Status. Empire is a corporation duly organized, validly existing, and in good standing under the laws of California, and authorized to transact business in California, with full corporate power to enter into this Agreement and execute all documents required hereunder.

6.2.2 Authorization. The making, execution, delivery, and performance of this Agreement by Empire has been duly authorized and approved by all requisite action of the board of directors of Empire, and this Agreement has been duly executed and delivered by Empire and constitutes a valid and binding obligation of Empire, enforceable in accordance with its terms.

6.2.3 Effect of Agreement. Neither the execution and delivery of this Agreement by Empire nor Empire's performance of any obligation hereunder (i) will constitute a violation of any law, ruling, regulation, or order to which Empire is subject, or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance

required under any other agreement or document to which Empire is a party or is otherwise bound.

ARTICLE 7 INSURANCE

7.1 In consultation with Bidwell for the purpose of obtaining Bidwell's approval and with Bidwell's acknowledgement, acceptance and understanding that Empire makes no representations or warranties of any kind that such insurance is adequate to protect Bidwell, Empire and/or any third party, and that Empire, except for the preparation of an initial Annual Plan with an Initial Budget, shall not be required to perform any work under this Agreement until after the following insurance policies or the mutually agreed upon equivalent thereof are effective, Empire shall procure and maintain at a minimum as an Operating Expense for the entire Term of this Agreement the following insurance or the mutually agreed upon equivalent thereof:

7.2 Insurance on all structures and contents of all structures at the Course and all personal property at the Course against loss or damage by fire, lightning and/or other insurable perils (irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief), in an amount not less than the actual replacement cost.

7.3 Business interruption insurance, in an amount equal to the annual value of lost business, as determined by the Parties, covering actual losses sustained due to (i) fire, lightning, and perils. Empire shall be named as a loss payee to the extent of Empire's interests under this Agreement.

7.4 Commercial general liability coverage for without limitation, bodily injury, personal injury, property damage, products liability, contractual liability covering the provisions of this Agreement, and liquor liability coverage, in an amount not less than Ten Million Dollars (\$10,000,000.00) single limit per occurrence. Empire, Empire's employees, agents, representatives, and volunteers, shall be named as an additional insured's.

7.5 All insurance coverage required under this Agreement shall be secured through policies issued by insurance companies of good reputation and of sound and adequate financial responsibility having a general policy holder's rating of not less than "A" and a financial rating of not less than Class VIII in the most current edition of Best's Rating Guide. Such insurance companies shall be qualified to do business and in good standing in California.

7.6 Empire will make reasonable efforts to comply with the reporting of any claims to the appropriate insurer and/or agent. Empire shall be responsible for submitting all claims, demands, and lawsuits for any losses, damages, liability, and expenses (including without limitation personal injury and property damage claims) arising out of the operation and management of the Course ("Claims"), whether or not such Claims are covered by the insurance required under this Agreement. Submitting such Claims shall include without limitation responding to such Claims, investigating such Claims, retaining legal counsel to defend such Claims, settling such Claims, and paying any losses, damages and expenses relating to such

Claims. All costs and expenses relating to the submitting of such Claims as set forth in the preceding sentence, including without limitation attorneys' fees and costs for Empire's counsel and for outside legal counsel, shall be an Operating Expense.

ARTICLE 8 DAMAGE

8.1 Should the Golf Course be destroyed or substantially damaged by fire, flood, acts of God, or other casualty, Empire or Bidwell, by written notice to the other within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement. For the purpose of this section, the Golf Course shall be deemed to have been substantially damaged if the estimated length of time required to restore the Golf Course substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of one (1) year.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification by Bidwell. Bidwell shall indemnify, defend and hold Empire and Empire's members, managers, officers, employees and agents harmless from and against all liability, loss, damage, cost, or expense ("Losses") (including, without limitation, reasonable attorneys' fees and expenses, whether incurred at the trial, pretrial, or appellate level) arising from or relating to Bidwell's intentional acts, gross negligence and/or fraud. Empire will notify Bidwell of any claim, action, suit, or proceeding subject to this indemnification provision, and Bidwell may, and upon Empire's request shall, at Bidwell's expense, defend such claim, action, suit or proceeding, or cause the same to be defended. All references in this section 9.1 shall mean and include its members, managers, officers, directors, employees and agents.

9.2 Indemnification by Empire. Empire shall indemnify, defend and hold Bidwell and Bidwell's members, managers, officers, employees and agents harmless from and against all liability, loss, damage, cost, or expense ("Losses") (including, without limitation, reasonable attorneys' fees and expenses, whether incurred at the trial, pretrial or appellate level) arising from or relating to Empire's intentional acts, gross negligence and/or fraud. Bidwell will notify Empire of any claim, action, suit, or proceeding brought against Bidwell subject to this indemnification provision, and Empire may, and upon Bidwell's request shall, at Empire's expense, defend such claim, action, suit or proceeding, or cause the same to be defended. All references in this section 9.2 shall mean and include its members, managers, officers, directors, employees and agents.

ARTICLE 10 RIGHT TO CURE

10.1 Performance. If, after the expiration of any permitted grace period or notice and cure period, a party hereto shall have failed to cure any default in the performance of any representation, covenant, or obligation on its part to be performed, then the other party may,

at any time thereafter, without further notice, perform the same for the account and at the expense of the other party. Notwithstanding the above, in the case of an emergency, either party may, after notice to the other party, so reasonably perform in the other party's stead prior to the expiration of any applicable grace period; provided, however, the other party shall not be deemed in default under this Agreement.

10.2 Reimbursement. If, pursuant to this article, either party at any time is compelled or elects (as permitted by the immediately preceding section) (i) to pay any sum of money, (ii) to do any act which will require the payment of any sum of money, or (iii) to incur any expense (including reasonable attorneys' fees) in instituting, prosecuting, and/or defending any action or proceeding instituted by reason of the other party's failure to perform, as described in the immediately preceding section, the sum or sums paid or payable by such party, with all interest, cost, and damages, shall be immediately due from the other upon receipt of a statement and reasonable documentation thereof.

ARTICLE 11 EVENTS OF DEFAULT

11.1 The occurrence of any one or more of the following events which is not cured in any applicable grace period or notice and cure period shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default").

11.1.1 Failure to Pay Sums Due. Either party's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of thirty (30) days after written notice (specifying the item not paid) thereof from the other party to the defaulting party.

11.1.2 Failure to Comply. Either party's failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement and such continued failure for a period of thirty (30) days after written notice thereof from the other party to the defaulting party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due diligence be cured within such 30-day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently pursues the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be necessary for the defaulting party to cure the failure.

11.1.3 Bankruptcy. If either party (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such

law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing.

11.1.4 Reorganization, Receiver. An order, judgment, or decree is entered without the application, approval, or consent of either party by any court of competent jurisdiction approving a petition seeking reorganization of said party or appointing a receiver, trustee, or liquidator of said party, or of all or a substantial part of any of the assets of said party, and such order, judgment, or decree remains unstayed and in effect for a period of ninety (90) days from the date of entry thereof.

11.1.5 Repeated conduct on the part of Empire which adversely materially impacts the reputation of Bidwell or the Course and such conduct continues for a period of thirty (30) days after written notice thereof from the Bidwell to Empire specifying in detail the nature of such conduct.

ARTICLE 12 REMEDIES

12.1 Bidwell's Remedies. Upon the occurrence of an Event of Default by Empire, Bidwell may:

12.1.1 Demand payment of all amounts due Bidwell under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorneys' fees of Bidwell arising due to Empire's Event of Default;

12.1.2 Proceed to remedy the Event of Default, and in connection with such remedy, Bidwell may pay all reasonable expenses and employ counsel. All reasonable sums so expended or reasonable obligations incurred by Bidwell in connection therewith shall be paid by Empire to Bidwell, upon demand by Bidwell, and on failure of such reimbursement, Bidwell may, at Bidwell's option, deduct all reasonable costs and expenses incurred in connection with remedying the Event of Default from the next sums becoming due to Empire from Bidwell under the terms of this Agreement; and

12.1.3 Terminate this Agreement by written notice of termination to Empire. Upon proper termination of this Agreement, Empire shall surrender possession of the Course to Bidwell and comply with the terms itemized in 14.2.

12.2 No remedy granted to Bidwell is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by Bidwell to exercise any right accruing upon an Event of Default shall impair Bidwell's exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

12.3 Empire's Remedies. Upon the occurrence of an Event of Default by Bidwell, Empire may:

12.3.1 Demand payment of all amounts due Empire under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorneys' fees of Empire due to Bidwell's Event of Default;

12.3.2 Proceed to remedy the Event of Default, and in connection with such remedy, Empire may pay all reasonable expenses and employ counsel. All reasonable sums so expended or reasonable obligations incurred by Empire in connection therewith shall be paid by Bidwell to Empire, upon demand by Empire, and on failure of such reimbursement, Empire may, at Empire's option, deduct all reasonable costs and expenses incurred in connection with remedying the Event of Default from the next sums becoming due to Bidwell from Empire under the terms of this Agreement; and

12.3.3 Terminate this Agreement by Empire's written notice of termination to Bidwell.

12.4 No remedy granted to Empire is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by Empire to exercise any right accruing upon an Event of Default shall impair Empire's exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

ARTICLE 13 TERMINATION

13.1 Events of Termination. This Agreement shall terminate on the occurrence of any of the events set forth below:

13.1.1 An Event of Default by Empire, and Bidwell sends to Empire a notice of termination for cause (after the expiration of any applicable cure period);

13.1.2 An Event of Default by Bidwell, and Empire sends to Bidwell a notice of termination for cause (after the expiration of any applicable cure period);

13.1.3 Both parties agree in writing to terminate this Agreement;

13.2 Bidwell decides to close the golf course and cease doing business.

13.3 In the event of any of the following, Bidwell may terminate this Agreement immediately without additional notice and without any additional compensation owing to Empire:

(a) Empire has been convicted of fraud; or

(b) Abandonment of the premises by Empire.

13.4 Payments Upon Termination. Upon termination, all sums owed by either party to the other shall be paid within thirty (30) days of the effective date of such termination.

13.5 The termination of this Agreement shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring prior to the date of termination.

ARTICLE 14 TRANSFER PROCEDURES

14.1 Contract Transition Period. The contract transition period shall mean: (i) the four (4) month period immediately prior to the Termination Date, provided however, Bidwell has already discussed and concluded in good faith with Empire that this Agreement will not be extended for a subsequent five (5) year term; (ii) the period from the date Bidwell gives notice of default under Article 11 until the date of termination; or (iii) the period from the date Bidwell gives notice of termination under Article 13.

14.2 Contract Transition Procedures. During the contract transition period:

(a) Empire shall allow the Bidwell to interview and discuss employment opportunities with Empire on-site employees during non-work hours.

(b) Empire and Bidwell shall cooperate in good faith on matters of support services, data management, inventory control employee transfer and other issues necessary and appropriate to ensure smooth transition of operating responsibilities from one party to another.

(c) Empire shall deliver to Bidwell all records and information related to tournaments, banquets and other events booked at the Course.

(d) Empire shall deliver to Bidwell copies of all contracts, permits and licenses affecting the Course.

(e) Empire shall transfer possession of the Course, Furnishings and Equipment, supplies, software, databases, books, records and materials purchased, prepared or maintained under this Agreement to the new operator or Bidwell, as Bidwell shall direct.

(f) Empire shall transfer all keys, convey all alarm codes and vacate the premises.

14.3 Pre-Commencement of Agreement Activities. After execution of this Agreement and prior to Commencement Date:

(a) With input from Bidwell, Empire shall design and implement a transition plan for the transition from the current Course manager(American Golf)

to Empire, including, but not limited to communications with American Golf to arrange specific turnover details and the purchase/reimbursement of and for certain items of personal property that may be convenient or essential to the management of the Course by Empire.

(b) Empire to pay to Bidwell the Sum of Twenty Five Thousand (\$25,000.00) to assist and defray any costs associated with the transition from American Golf. Said sum shall be utilized in any manner deemed appropriate by Bidwell in its sole discretion. Said sum due and payable no later than October 31, 2012.

ARTICLE 15 NOTICES

15.1 The address of each party for all purposes shall be as set forth next to his signature at the end of this Agreement. Any notices and demands required to be given hereunder shall be sent by registered or certified mail, return receipt requested, to such addresses. Service of written notice shall be deemed to be effective as of the date shown on the receipt issued by the Post Office for the said registered or certified mail, or if none is so shown, on the date of its mailing.

ARTICLE 16 MISCELLANEOUS

16.1 Entire Agreement. This Agreement and the Exhibits hereto embody the entire agreement and understanding of the parties relating to the subject matter hereof and supersede all prior representations, agreements, and understandings, oral or written, relating to such subject matter.

16.2 Waiver. No waiver by either party of any failure or refusal to comply with its respective obligations hereunder shall be deemed a waiver of any other subsequent failure or refusal to so comply.

16.3 No Partnership or Joint Venture. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of (i) a partnership, or (ii) a joint venture between the parties hereto; it being understood and agreed that neither any provisions contained herein nor any acts of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than the relationship of Bidwell and a contractor.

16.4 Assignment, Successors and Assigns. This Agreement may not be assigned by Empire without the express written consent of the Bidwell. No assignment shall release Empire from its obligations under this agreement.

16.5 Severability. Should any part, term or provisions of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

16.6 Survival. All covenants, agreements, representations, and warranties made herein shall survive the execution and delivery of (i) this Agreement, and (ii) all other documents and instruments to be executed and delivered in accordance herewith, and shall continue in full force and effect. Approvals: Except as otherwise expressly provided herein, any consent or approval referred to herein (by whatever words used) of either party shall not be unreasonably withheld or delayed, and neither party shall seek or obtain any payment in connection therewith as a condition therefore. Except as otherwise expressly provided herein, whenever either party has called upon the other to execute and deliver a consent or approval in accordance with the terms of this Agreement, the failure of such party to respond to the demand within fifteen (15) business days after written request thereof is given in accordance with the requirements for giving notice hereunder, or such other period as specifically set forth herein, shall be deemed to be a consent or approval. In the event that either party refuses to give its consent or approval to any request by the other, such refusing party shall indicate by written notice to the other the reason for such refusal.

16.7 Construction, Jurisdiction and Venue. Notwithstanding any applicable binding dispute resolution provisions contained herein, the Parties consent to jurisdiction and venue in the Superior Court of California, Butte County or the Federal District Court for the Northern District of California. This Agreement shall be deemed to have been drafted by all of the Parties and the provisions of California Civil Code section 1654 will not apply.

16.8 Applicable Law. This Agreement shall be governed by, construed in accordance with, and interpreted under the laws of the State of California and the United States..

16.9 Captions. Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

16.10 Governing Document. This Agreement shall govern in the event of any inconsistency between this Agreement and any of the Exhibits attached hereto or any other document or instrument executed or delivered pursuant hereto or in connection herewith.

16.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same Agreement. For purposes of this Agreement, a facsimile signature shall be deemed as valid and enforceable as an original.

16.12 Time. Time is of the essence in this Agreement and each and all of its provisions. Any extension of time granted for the performance of any duty or obligation under this Agreement shall not be considered an extension of time for the performance of any other duty or obligation under this Agreement.

16.13 No Third-Party Beneficiaries. Nothing herein contained shall be deemed to establish any rights of third parties against the parties hereto; it being the intent that the rights and obligations set forth herein are those of the parties hereto alone, with no third party beneficiary rights intended.

16.14 Attorneys' Fees. Notwithstanding any applicable binding dispute resolution provisions contained herein, in the event either party hereto engages the services of

any attorney or brings suit to enforce or interpret this Agreement, or for damages on account of the breach of any party under this Agreement, the prevailing party as determined by a court of competent jurisdiction shall be entitled to recover from the other party reasonable attorneys', experts, and consultants' fees and costs incurred in addition to such costs as may also be determined and awarded by the court.

16.15 Interpretation. In this Agreement, the neuter gender includes the feminine and masculine, and singular number includes the plural, and words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires.

16.16 Authority. Any individual signing this Agreement on behalf of a corporation, partnership, trust, or other entity, or as a receiver, trustee, or debtor in possession, represents and warrants that he or she has full right, power and authority to do so.

16.17 Name, Trade Name and Trademarks. During Term, Empire may use its name, trade name and trademarks in connection with Course and Course's name, trade name and trademarks.

16.18 Bidwell has designated the current or acting President of Bidwell Golf Club, Inc. _____ as the individual who is vested with the authority and responsibility for administering this Agreement on behalf of Bidwell ("Bidwell's Delegate"). Bidwell's directions to Empire shall be given by Bidwell's Delegate. The Parties acknowledge that except as otherwise expressly provided herein, Bidwell's Delegate has the authority to approve or consent to those matters identified in this Agreement as requiring Bidwell's approval or consent and to make all other decisions on behalf of Bidwell regarding the administration of this Agreement. Bidwell shall be responsible for appointing and maintaining at all times an individual from Bidwell's company as Bidwell's Delegate(s) and Bidwell shall furnish advance written notice of such appointments to Empire before said appointments become effective.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Bidwell Park Golf Club, Inc., a California Corporation

Empire Golf Inc., a California Corporation

By: Roger Clark

By: Rodney L. Metzler

Its: President



Its: President

with its address at:

3199 Golf Course Road
Chico, CA 95973

with its address at:

P.O. Box 689

14670 Cantova Way, Suite 228

Rancho Murieta, CA 95683

EXHIBIT A

DEFINITIONS

All capitalized terms referenced or used in the Management Agreement (the "Agreement") and not specifically defined therein shall have the meaning set forth below in this Exhibit A, which is attached to and made a part of the Agreement for all purposes.

Capital Improvements. The term "Capital Improvements" shall mean any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Golf Course, the cost of which exceeds twenty-five hundred dollars (\$2,500). Capital Improvements shall be the sole financial responsibility of Bidwell for all costs and expenses

Course. The term "Course," "Golf Course" "Golf Course Facility" or "Facility" shall mean Bidwell Park Golf Course and the facilities and property belonging to Bidwell including all real and personal property, including without limitation, the property and improvements thereto upon which 18 golf holes have been constructed, the Clubhouse, restaurant facilities, practice facilities, golf shop, cart and maintenance facilities, or any combination thereof, including, without limitation, all structures on or appurtenant to the real property having as their primary purpose the maintenance of the golf course and/or the enhancement of the enjoyment of patrons, members and business invitees to the facility.

Investment Account. The term "Investment Account" shall mean the separate bank account in which all excess funds from the Operating Account are deposited. Withdrawals from this account are at the sole discretion of Bidwell, and are to be used from time to time to pay for the general business expenses of the Course.

Empire; Empire's President. The term "Empire" shall mean Empire Golf Inc, a California corporation, and its employees, successors, legal representatives, and permitted assigns. The term "Empire's President" shall mean the corporation's president.

Environmental Laws. The term "Environmental Laws" shall mean all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to (i) the emission, discharge, release, or threatened release of a Hazardous Material into the air, surface water, groundwater, or land; (ii) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; or (iii) the protection of human health, safety, or the indoor or outdoor environment, including, without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Occupational Safety and Health Act, all amendments thereto, all regulations promulgated thereunder, and their state or local statutory and regulatory counterparts.

Furnishings and Equipment. "Furnishings and Equipment" shall mean all furniture, furnishings, trade fixtures, apparatus and equipment, including without limitation, course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, range ball baskets, cash registers, rental golf Courses and bags, ball washers, benches, uniforms, kitchen equipment, appliances, china, glassware, silverware, office equipment computers, copy machines, facsimile

machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course, other than Operating Inventory. Furnishings and Equipment shall be the sole financial responsibility of Bidwell for all costs and expenses.

Gross Revenue. The term "Gross Revenue" shall mean all money and other compensation received as a result of the operation of the Course and the sale of goods and services at the Course, in accordance with generally accepted accounting principles. By way of example, and without limitation, Gross Revenues shall include all food and beverage revenues, without limitation all powered golf cart fees, including trail fees; without limitation all green fees including annual fees or any other fees paying for use of the Golf Course; rental fees for golf carts, golf Courses and bags, and other rental items; bag storage fees; range balls; reservation fees; fees for golf handicap service; rental and concession payments; revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments, and other group gatherings; golf instruction fees; and revenues from golf schools. Gross Revenues shall be reduced by any cash refunds or credits allowed on returns by customers.

Gross Revenues shall not include the following:

(a) Sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid to the appropriate taxing authority, whether added to or included in the selling price;

(b) Receipts in the form of refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers or manufacturers;

(c) The amount of any gratuities paid or given by customers or members to Golf Course employees.

(d) Gross receipts received by licensees or concessionaires, except to the extent any portion of such receipts is received by the Golf Course;

(e) Proceeds of insurance other than business interruption insurance or similar types of insurance.

(f) Receipts from public telephones and vending machines, except to the extent of commissions paid to Bidwell;

(g) Proceeds of any borrowings by Bidwell;

Hazardous Material. The term "Hazardous Material" shall mean any solid, liquid, or gaseous substance, chemical, compound, product, byproduct, waste, or material that is or becomes regulated, defined, or designated by any applicable federal, state, or local governmental authority or by any Environmental Law as hazardous, extremely hazardous, imminently hazardous, dangerous, or toxic, or as a pollutant or contaminant, and shall include, without limitation,

asbestos, polychlorinated biphenyls, and oil, petroleum, petroleum products and petroleum byproducts.

Improvements. The term “Improvements” shall mean the improvements, structures, and fixtures placed, constructed, or installed on the real property for the Course, and any additions or subsequent modifications thereto.

Initial Budget. The term “Initial Budget” shall have the meaning provided in Article 3.5 and Exhibit B.

Operating Expense Account. The term “Operating Expense Account” shall mean that bank account into which all Gross Revenues from operations of the Course are deposited by Empire, as well as disbursed by Empire to pay the Operating expenses of the Course in accordance with the terms of this Agreement.

Operating Expenses. The term “Operating Expenses” shall mean all items specified as such in the Agreement, all on-site operating expenses of the Course incurred or paid on behalf of Bidwell during the Term, including, but not limited to, the following items:

- (a) Salaries, wages, employee benefits, and payroll expenses, including payroll taxes, profit sharing programs, and insurance deemed necessary by Empire for all employees employed on-site in the operation of the Course, excluding gratuities (collectively, the “Total Personnel Expenses”);
- (b) Marketing, advertising, and promotional expenses;
- (c) Purchase and replacement, as necessary, of inventories of maintenance parts and supplies, food stores and bar supplies;
- (d) Purchase and replacement, as necessary, tableware, chinaware, glassware, cooking utensils, and other similar items of equipment;
- (e) Purchase and replacement, as necessary, of office supplies, computers, printers, facsimile machines, photocopiers, postage, printing, routine office expenses, and accounting services incurred in the on-site operation of the Course;
- (f) Reasonable travel expenses of on-site employees incurred exclusively in connection with the business of the Course;
- (g) Accrual of a reserve for insurance and property taxes each month in an amount or at a rate that is sufficient to pay such insurance premiums or property taxes when they become due and payable;
- (h) Insurance premiums and property taxes, to the extent not provided for in the reserve established therefore;
- (i) Accounts receivable previously included within Gross Receipts, to the extent they remain unpaid ninety (90) days after the first billing;

(j) Costs incurred for utilities, including, but not limited to, all electric, gas, and water costs, and any other private utility charges incurred in connection with the operation of the Course;

(k) Ordinary maintenance and repairs, exclusive of any Capital Improvements or capital replacements, which are hereby excluded;

(l) Expenses, including legal fees, damages or other costs, involved in defending discrimination, sexual (or other forms of) harassment or other employment related lawsuits, charges or claims involving Empire's on-site personnel working at the Course;

(m) All other customary and reasonable expenses incurred in the operation of the Course and the Improvements;

(n) Cost of goods sold for resale inventories including all food, beverages and golf shop merchandise;

(o) Any of the above provisions resulting in a double inclusion as an Operating Expense shall be allowed as an inclusion only once;

(p) The Fixed Annual Management Fee;

(q) Any losses, damages, liability or expenses that are not required to be covered by any of the insurance specified in this Agreement; and

(r) With respect to all policies of insurance required under this Agreement, the portions of any claim, loss, or damage subject to a deductible amount or a self-insurance or self-assumption amount.

(s) Postage and automated payroll expense hard costs associated with Bidwell Park Golf Course at the Empire corporate offices.

Operating Expenses shall not include:

(a) Depreciation or amortization;

(b) Principal or interest payments on indebtedness;

(c) rental or lease payments for major items of furniture, fixtures, or equipment which, in accordance with generally accepted accounting principles, are purchased and capitalized as fixed assets;

(d) Federal, state and local income taxes of any nature or kind incurred by Bidwell or Empire;

(e) Any Empire corporate expense, including, but not limited to, accounting, payroll, human resources, risk management and the general administrative functions of Empire that may be associated with the Course.

(f) The Annual Incentive Management Fee under section 5.1.2 ;

Operating Inventory: all inventories of goods for resale, including all golf shop merchandise, food and beverage inventories.

Bidwell. The term "Bidwell" means the Bidwell Park Golf Club, Inc. and its successors, legal representatives, and permitted assigns.

Person. The term "Person" shall mean any individual, partnership, corporation, association, or other entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits; and, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and the neuter, and vice versa.

EXHIBIT B

BUDGET

The budget included below is for the period October 1, 2012 through December 31, 2013

(to be provided by Empire)

BIDWELL PARK GOLF COURSE

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EMPIRE GOLF / BIDWELL PARK GOLF CLUB 3.0



CITY OF CHICO MEMORANDUM

TO: FILE DATE: 10/1/15

FROM: DAN EFSEAFF, PARKS AND FILE:
NATURAL RESOURCE MANAGER

SUBJECT: FIVE YEAR REVIEW OF CHICO ROD AND GUN CLUB LEASE

On December 1, 2005, the City of Chico and the Chico Rod and Gun Club (CRGC) entered into a five year agreement. The agreement has 2 successive five year automatic extensions (the first extension began December 1, 2010, and the second begins December 1, 2015 and expires November 30, 2020). The agreement allows for a third extension. Prior to the extension, the City conducts a review of the lease. This document summarizes the review.

As per recent Council budget directives, the City is developing guidelines for all long-term agreements (greater than 5 years). Once those guidelines are completed, this agreement will be evaluated and revised or replaced.

Review of Performance

Table 1. Review of Selected Agreement Sections.

Section	Issue	Performance/Observations
3	Consideration	CRGC has a) used the facility for the intended purpose, b) submitted annual reports to the Bidwell Park and Playground Commission (BPPC), and c) promotes classes and hours (http://www.chicogunclub.org/).
4	Use of Leased Premises	
5	General Public Availability Requirements	
6	Compliance With Statutes. Ordinances. And Regulations	The City has received no complaints on these issues.
7	Waste And Nuisance	
8	Nondiscrimination	
9	Condition Of Leased Premises	Although the facility is showing its age, the lessee maintains the property in good condition. The doors are steel and secure, new paint is on some surfaces. In conjunction with the new lease, staff would suggest an inspections from City Building staff to make sure that the building is in a safe condition and satisfies City code requirements for that age and type of building.
10	Maintenance And Repair	
11	Alterations or Additions	The lessee has discussed some improvements to the facility exterior roof, siding, and new sign, and some interior measures (kitchen remodel). Lessee will need to submit written description of those plans and receive authorization before work commences.
12	Damage to or Destruction of Improvements	Not applicable.

Section	Issue	Performance/Observations
13	Property Taxes And Assessments	The City pays no taxes on the property. Lessee indicates that no taxes or assessment have been levied.
14	Utilities and Services	Lessee is responsible for utilities on the property. Water provided from a shared well (lessee indicates that they pay for power) that is used for facility and a City drinking fountain and quick coupler.
15	Liens	Lessee appears compliant.
16	Indemnification	
17	General Liability Insurance	
18	Fire And Extended Coverage Hazards Insurance	The Lessee has submitted a current Evidence of Property Insurance for the Chico Rod and Gun Club.

Recommendation

The lessee is in good standing on the conditions on the agreement. Upon review of the terms of the agreement, the City has no objection to the automatic extension. However, this extension is short-lived as the City is developing a new policy related to long term leases. Once implemented, a new agreement will likely supersede the current agreement. Here are some considerations that should be considered with a future agreement.

1. Evaluate agreement with new policy currently in progress. The current agreement will likely be superseded or modified based on the new policy.
2. Lessee notes difficulty in meeting 4 hour class times with fall gate closure times. We will need to address this issue (explore class times and options that minimize impacts on City costs and security of the park).
3. Lessee will need to submit written requests for improvements and authorization. Work will need to proceed with valid permits and inspections. In addition, the building will need to be inspected to ensure that it meets safety standards.

S:\Admin\Agreements\Lease Agreements\Chico Rod and Gun Club\CRGC_review_agreement_15_0902.docx
11/5/2015

Historical Sketch of Shooting Activities in Bidwell Park and CR&CG Timeline... compiled by Neil Potts

April '46: Lease agreement between City and the Hooker Oak Rifle and Pistol Inc.

For the **Chico Rifle Range**; strip of land 200 yds wide and 1100 yds long,
(100 yds on each side of a center line) N 22 degrees E beginning point.
Beginning point is S 80 degrees E of the Easter Cross.

Feb. '49: Chico Rod and Gun Club votes to "incorporate" though it existed prior to this date
(as Chico Rod and Club; name change to Chico Rod and Gun **Inc.** is later).
Formed by members of the old Black Bears Club and other interested sportsmen.
(Formally amended name to Chico Rod and Gun Club, **Inc.** in 1973)
Club met at various locations around community for business and social gatherings...
Shooting at various locations (theater basement, E-R basement,
at the fairgrounds, etc.) both as a senior team, affiliated with the Buttes Rifle League
and for junior shooting.

Sept. '51: Lease agreement between City and Chico Affiliated Gun Clubs for the **Bidwell Park Skeet Range**.
No location is given.

July '54: BPPC grants license to Chico Rod and Gun Club to have indoor range at current location.
Legend has it that a local judge encouraged members of the Park Commission to act after
having a couple of local youngsters before him on charges of shooting road signs,
He knew of the junior program (active since the late 40s) and thought a dedicated space,
safe from having to move, was a good idea. BPPC agreed.

54-'57: Chico Rod and Gun Club plans and builds current Clubhouse.
Club had been looking at other situations; airport and Alm property...
(Park seemed the best option and agreement was made and project started)
by '57 Club was in the Bldg.; Jr and Sr rifle programs plus pistol and (later) indoor archery.

Aug/Sept '62: City directs BPPC to charge CR&GC with management of the outdoor shooting facilities
in the Park. (trap and rifle)

62-'67: Chico Rod and Gun Club improves indoor facilities; kitchen and restrooms.
Cement extended to the targets and storeroom added.
Trap range and outdoor range improvements... at Club expense.
Club gives City \$200 toward a pipeline to Horseshoe Lake (from golf course)

Sept. '67: 1954 Lic revoked and in Oct. '67 revised Lic. granted.
Indoor and outdoor facilities... (club harmless for City approved military use of outdoor range)

'67 to early 90s: programs grow and expand; successful Rifle Tournament from '71 to early 90s.
Lack of water (drawdown of new golf course deprived our well of water) ends tourney.
(Tourney returned for several years in the late 90s and early 2000s. Also
some Jr matches.)

Feb. - April '77: 1967 Lic amended adding outdoor archery area.

Historical Sketch of Shooting Activities in Bidwell Park and CR&CG Timeline... continued.

87-'89: Discussions of outdoor facilities use.

Ultimately the 1967 Lic and '77 amendments were revoked and the 1989 Lic granted...
All outdoor venues closed; Club has indoor facilities only. (yr to yr w/ automatic renewal)

90s:

Lack of water for a couple of years impacted use until agreement with City.

2005: '89 Lic revoked and '05 (current) signed.

Based on a 5yr lease with two 5 year renewals; currently at end of second 5 yr extension...
total term would be out to the end of 2020.

City seeks to renegotiate to get all leases in the park on a common schedule and consistent.

2000-Present: Currently the Club offers the following opportunities:

Rifle... .22 only

Junior; Safety and League (October to April) on Tuesday evenings. 6-8:30pm.

This is one of the original reasons the Club was offered a place in the park.

We offer safety training, marksmanship instruction, and recreational shooting.

All shooters must pass a safety course before participating in live fire.

Senior; League (Nov to March) on Thursday evenings. 6-8:30pm.

This is also one of the original reasons the Club was offered a place in the park.

We offer safety training, marksmanship instruction, and recreational shooting.

All shooters must demonstrate safe range procedures to participate.

Pistol

Open Practice: Wednesday evenings: 7-9* pm. All year (closed on holidays)

Public and Club practice; no magnum loads.

CCW Practice: 2nd and 3rd Monday evenings: 6pm-8pm

2nd and 3rd Tuesday mornings: 11am-1pm

Practice for CCW qualification. Open to the public by appt.

Bullseye: An open league contact club for more details.

NRA style shooting; .22, .38, and .45 cal.

IDPA: Fourth Monday of each Month 5-9* pm

Registered matches; open to non-members.

Rimfire matches on the 5th Monday when they occur.

CCW Classes: First and third Fridays, 5-9*pm. By appointment.

CCW training for new or renewal students.

Hunter Safety: Dept of Fish and Wildlife Approved Courses.

See Club webpages for details on times and dates.

Classes are two evenings and 1 Saturday session.

Board Meetings: 1st Monday evening, Sept. through June (no July or Aug mtg.)

Club clean-ups; second Saturday each month.

Times vary. Board meetings subject to closure hours also...

***Closing time disclaimer: Winter (Oct-Mar) programs end early (8:30pm +/-)
to comply with the mandated 9pm gate closure time.**



DATE: 10/17/15
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Dan Efseaff, Park and Natural Resource Manager
SUBJECT: Parks and Street Trees and Public Landscapes Report

NARRATIVE

1. Updates

- a. Annie B's – The North Valley Community Foundation (NVCF) let us know that the City of Chico, Parks fund received \$20,700.68 (includes NVCF 6.5% percentage grant). The bulk of the fundraising effort will be applied to the Caper Acres renovation project.
- b. Bidwell Park Birthday Bash– Hundreds of people throughout the day came to take part in the Bidwell Bash Celebration on September 27, 2015. Park Watch Volunteers greatly contributed their time and helped with the activities. The City of Chico Parks Division created the event to celebrate the 110th year of Annie Bidwell's gift of Bidwell Park to the community and to highlight fundraising needs, specifically, the Caper Acres Renovation. The Birthday Bash hosted live music performances throughout the day (12-6 pm) with local artists featuring: Smokey the Groove, Triple Tree & Lion Pride, The Lilly Diamond Band, Family, and The Night. The Madison Bear Garden, The Dog House Concession Stand, and 2 Brothers Ice Cream truck provided food and beverages. The event had a number of generous vendors that donated proceeds. The day finished with a birthday cake and the singing "Happy Birthday". CARD help show the movie "The Wizard of Oz".

2. Planning/Monitoring

- a. Comanche Creek – intensive planning and work continues at the new park that is being developed on the site. The bids for the bridge and other work should go out within the month. Clearing of vegetation for the bike path began and removal of invasive plants continued at an accelerated rate.

3. Maintenance Program

Staff aspires to complete the 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 repairs and retrofitting the Bird cage play structure and surround, staff also removed the Bunker Hill Mines in preparation for the next phase of Caper Acres renovation. Herbicide application for target sites has started throughout Lower Park. Crews have focused on the cleanup (as time allows) of down trees, limbs and volunteer piles the progress is slow but headway is being made.
- b. **Upper Park:** Staff collaborated with the out siders by hauling and placing piles of chip mulch up to and around the disc golf course for a to date total of around 30 yards, we hope to continue this until the rainy season set in.
- c. **Various Green way Locations:** Park staff in conjunction with Tree staff and ACS cleared back the edge of Golden Birch from the Teichert ponds over growth. Staff working with ACS completed the BEC creek clean up from the previous weekend. Staff led both the ACS crew and the CCC work force on preparatory clearing of the new Comanche creek pedestrian and bike path.
- d. **Upcoming Projects:** Bench and bike racks at concession stand, Replace damaged and out of date signs throughout the park.

4. Ranger and Lifeguard Programs

- a. Annual BEC Cleanup: Rangers posted encampment notices prior to the September 19th cleanup that brought out hundreds of volunteers to work in the city's creeks, greenways and Bidwell Park. Rangers teamed with officers the day of the cleanup and assisted in four arrests.

- b. With the summer season in the rear view mirror, ranger focus has become more project oriented. Weekends are packed full of races and fundraisers for various organizations. Rangers are responsible for oversight, safety and adherence to park rules and work diligently with non-profits and event organizers for successful, safe events.
- c. Rangers are currently working on reinstating a vehicle counting system for the park to determine usage in various areas. Staff is ordering state of the art units that will simplify the process and collection of data.
- d. Other projects include new interpretive signs for the Yahi Trail and development of a Junior Ranger program to launch next spring or summer.
- e. Two rescue incidents involving helicopter evacuations occurred in the park within a week of each other in October. On Thursday, 10/8/15, rangers, fire, technical rescue and Butte County SAR responded to a downed mountain biker with possible broken ribs off the South Rim Trail. Due to the location and distance to viable road transport, helicopter transport was needed. Both Butte County SAR and Enloe Flight care were at scene. Enloe Flight Care transported and the rider is now recovering from her injuries. On Tuesday, 10/13, a hiker was climbing with a partner on the basalt rock above Bear Hole near Diversion Dam and lost his footing falling 80'. Technical Recue, CPD Fire and Enloe Flight Care secured the patient and transported him to Enloe.

5. Natural Resource Management

- a. Vegetation– City staff, crews, and volunteers continue to work on removing invasive plants to improve habitat and elevating native plants to reduce encampments and improve safety and sightlines. The efforts have been concentrated in Lower Park (especially in the corridor in between CARD and the One Mile Dam).

6. Outreach and Education

- a. During the 110th Bidwell Bash Birthday Bash, rangers availed themselves to the public for a ranger led bike tour through Lower Park sharing historical information along the way. A couple more rides are in the planning stages and should occur before the weather turns.

7. Street Trees and Landscapes

- a. Aphid Control Project Update – In 2014, Staff canceled the contract and began doing the annual Aphid Control project using City employees. As a result, it cut costs by 30% (the goal is 40% for next year). In addition to the cost savings we also have better accountability knowing that the trees were done accurately and had more accurate numbers of trees treated. We had 100% success on all the trees that were treated and no phone call complaints.
- b. Lost Park – As part of parking lot improvements, Parking Lot 5 (near Lost Park) will have trees pruned and some potential hazards removed. While most of the hazards are non-native trees, a few oaks will be removed that lean directly over the lot. The stumps of those trees will not be treated in an effort that if they resprout, the resultant tree can be encouraged to grow more up-right with the removal of some very large silver maple that dominate the area. Some additional non-native trees will be removed.
- c. Street Trees – Staff will be issuing a Request for Quotes for the removal of high-value City walnut trees that have been determined to be dead or dying. As with the last bid in 2013, it is hoped that the value of the walnut wood will more than off-set the costs of the removals and may result in a net profit to the City, funds that could be used for tree planting efforts. A list of the trees to be removed is attached as Attachment A.

8. Volunteer and Donor Program

- a. Butte Environmental Council (BEC) Creeks Clean-Up–Over 530 volunteers teamed up with the City of Chico and BEC to remove a total of 19,800 pounds of debris from Chico's waterways! Please see BEC submitted report (Attachment B).
- c. Community Action Volunteers in Education (CAVE)– Approximately 30 CAVE students have started volunteering in the Parks and Greenways. Each student is required to complete 30 volunteer hours for the semester to earn 1 unit.
- d. Annie B's Fund Drive– \$21,050.00 was raised during the event! Those dollars will go toward the Caper Aces renovation project.
- e. Upcoming Volunteer Opportunities

Date	Time	Place
5-Nov	1-4 pm	Sycamore Restoration Area
7-Nov	9 am to noon	South 1 Mile
8-Nov	9 am to noon	Comanche Creek Greenway
8-Nov	1 to 4 pm	Lost Park
21-Nov	9 am to noon	South 1 Mile
28-Nov	9 am to noon	Comanche Creek Greenway

9. Upcoming Issues/Miscellaneous

- a. Rose Garden – the final plans should be submitted to City inspectors within the next month and we understand that some preparation work will likely begin by the end of the year.

MONTHLY SUMMARY TABLES

Table 1. Monthly Volunteer Hours

Volunteer Activities, September 2015						
Date	Location	Organization Name	# of Volunteers	Tasks	Total Hours	Leader's Name
All of September	Various	Alliance for WorkForce	9	Fuels Reduction	1440.00	Shane Romain
9/7/2015-9/9/2015	Comanche Creek	CNPS	1	weeds to green waste	9	S. Mason
various	various	none	2	pre-cleanup surveys	8.5	S. Mason
various	various	FOBP	1	trash pickup	6	S. Mason
various	various	FOBP	1	invasives survey	11.5	S. Mason
9/9/2015	MSC	FOCC	2	planning with Parks	1.5	Janet Ellner
9/11/2015	CCG	FOCC/Christbridge	5	removing trash	12.5	Jim Secola
9/13/2015	CCG	FCCG	6	removing invasives	20.25	Susan Mason
9/17/2015	CCG	FCCG	4	on-site planning survey	6	n/a
9/18/2015	CCG	FCCG	2	prep for PG&E work	2	n/a
9/19/2015	CCG	FCCG	5	removing trash	15	Janet Ellner
9/24/2015	Municipal Services Center	FCCG/BNA	6	HPR grant planning	6	n/a
9/26/2015	CCG	FCCG	13	removing invasives	41	Janet Ellner
various	CCG	FCCG	1	removing invasives	28	Liz Stewart
various	home	FCCG	1	grant writing (PG&E)	5	Janet Ellner
various	home	FCCG	1	co-ordinate PG&E work	4	Janet Ellner
9/1/2015	Lost, Annie's Camelia	FOBP/DCBA	3	trash pickup	6	Richard Elsom
9/8/2015	Lost, Annie's Camelia	FOBP/DCBA	3	trash pickup	7	Richard Elsom
9/15/2015	Lost, Annie's Camelia	FOBP/DCBA	3	trash pickup	6	Richard Elsom
9/22/2015	Lost, Annie's Camelia	FOBP/DCBA	2	trash pickup	5	Richard Elsom
9/29/2015	Lost, Annie's Camelia	FOBP/DCBA	3	trash pickup	7	Richard Elsom
9/12/2015	Big Chico Creek	Stream Team	12	Water Monitoring	48	Timmarie Hamill
9/12/2015	Big Chico Creek	Stream Team	4	Water Monitoring	8	Timmarie Hamill
9/26/2015	Big Chico Creek	Stream Team	2	Water Monitoring	8	Timmarie Hamill
9/10/2015	Big Chico Creek	Stream Team	4	Water Monitoring	16	Timmarie Hamill
9/21/2015	Big Chico Creek	Stream Team	2	Water Monitoring	8	Timmarie Hamill
9/19/2015	Big Chico Creek	Stream Team	2	Water Monitoring	6	Timmarie Hamill
9/22/2015	Big Chico Creek	Stream Team	2	Water Monitoring	4	Timmarie Hamill
9/24/2015	Caper Acres	Youth for Change	6	weeding	12	Shane Romain
9/26/2015	South 1 Mile	CAVE	5	Event Assistance	40	Shane Romain
TOTAL HOURS					1796.75	

Table 2. Monthly Public Permits

Table Monthly Public Permits		
BPPC Staff Report	Page 4 of 8	November 2015

Date	Location	Organization	Event	Participant #
09/06/2015	Council Ring	God Squad	AAA Meeting	50
09/06/2015	1 Mile	Associated Students CSU, Chico	BBQ for Students	400
09/11/2015	1 Mile	Soul id	Wakeboard Competition	700
09/12/2015	City Plaza	Butte Co Hmong Assoc	Unveiling of the Gen. Vang Pau Statue	250
09/12/2015	1 Mile	Butte Humane Society	Bidwell Bark Fun Run/Walk	1000
09/13/2015	Lower Park	Cycle for Sjogren's	Bicycle Ride	200
09/13/2015	Council Ring	God Squad	AAA Meeting	50
09/19/2015	1 Mile	Northern Valley Catholic Social Services	Family Fun Run/Walk	500
09/20/2015	City Plaza	Hispanic Chamber of Commerce	Mexican Independence Celebration	500
09/20/2015	Council Ring	God Squad	AAA Meeting	50
09/26/2015	Cedar Grove & Meadow	Chico Community Church	Run/Walk/Picnic	175
09/17/2015	Council Ring	God Squad	AAA Meeting	50
Totals			12	3925

Table 3. Monthly Private Permits

Type	# Permits	# Participants
Private	12	500
Caper Acres	34	940
Totals	46	1440

Table 4. Monthly Maintenance Hours.






1. Safety	333	38.3%	161.8%	
2. Infrastructure Maintenance	267	30.7%	159.6%	
3. Vegetation Maintenance	139	16.0%	152.7%	
4. Admin Time/Other	131	15.1%	112.9%	
Monthly Totals	869	100%	150.0%	

Table 5. Monthly Street Tree Report.

Category	Staff Hours	% of Total	% Change from Last Month	Trend
Tree Crew Hours				
1. Safety	44	10.6%	102.3%	
2. Tree Work	287	69.2%	90.1%	
3. Special Projects	1	0.2%	4.5%	
4. Admin Time/Other	83	20.0%	88.8%	
Monthly Totals	415	100.0%	87.0%	

Item	Values	% Change from Last Month	Trend
5. Productivity			
Calls			
Call Outs	56	68.3%	
Service Requests: Submitted	0	-	
Service Requests: Completed	68	54.8%	
Sub Total	124	60.2%	

Trees			
Planted: Trees	0	-	
Pruned	91	137.9%	
Removed: Trees (smaller)	52	1300.0%	
Removed: Stumps		-	
Removed: Trees	0	-	
Sub Total	143	204.3%	

Tree Permits (#)			
Submitted	0	-	
Approved	13	325.0%	
Denied	1	33.3%	
Total	14	200.0%	

6. Contracts			
Expenditures (\$)	\$ 16,783	324.3%	

Trees (#)			
Planted	0	-	
Pruned	35	233.3%	
Removed: Trees (smaller)	0	-	
Removed: Stumps	0	-	
Removed: Trees	5	-	
Total	40	266.7%	

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

Date	Location	Incident	Disposition
09/08/2015	Upper Park	Vehicle Burglary	Report Taken
09/09/2015	Upper Park	Vehicle Burglary	Report Taken
09/10/2015	Lower Park	Fire-Vallombrosa Way	Extinguished
09/17/2015	Middle Park	Vehicle Burglary	Report Taken
09/17/2015	Middle Park	Vehicle Burglary	Report Taken
09/18/2015	Lower Park	Petty Theft	Report Taken
09/26/2015	City Plaza	Drunk in Public	Arrest
09/26/2015	City Plaza	Warrant	Arrest
09/26/2015	City Plaza	Warrant	Arrest
09/29/2015	Lower Park	Warrant	Arrest
09/29/2015	City Plaza	Warrant	Arrest

Table 7. Monthly Citations and Warnings

Ranger Report - Citations 2015						
Violation - Citations	Monthly			Annual		
	Total Citations	%	Rank	Total Citations	%	Rank
Alcohol	1	3%	7	15	5%	4
Animal Control Violations	0	0%	8	5	2%	6
Bicycle Violation	0	0%	8	0	0%	10
Glass	3	8%	4	7	2%	5
Illegal Camping	11	28%	2	46	15%	2
Injury/Destruction City Property	2	5%	5	2	1%	8
Littering	0	0%	8	0	0%	10
Other Violations	2	5%	5	3	1%	7
Parking Violations	13	33%	1	199	66%	1
Resist/Delay Park Ranger	0	0%	8	2	1%	8
Smoking	8	20%	3	22	7%	3
Totals	40	100%		301	100%	
Ranger Report - Warnings 2015						
Violation - Warnings	Monthly			Annual		
	Total Warnings	%	Rank	Total Warnings	%	Rank
Alcohol	7	3%	8	157	7%	7
Animal Control Violations	9	4%	7	167	8%	6
Bicycle Violation	27	11%	5	343	16%	3
Glass	37	15%	4	240	11%	5
Illegal Camping	47	19%	2	369	17%	2
Injury/Destruction City Property	13	5%	6	38	2%	9
Littering	45	18%	3	255	12%	4
Other Violations	0	0%	10	18	1%	10
Parking Violations	2	1%	9	54	3%	8
Resist/Delay Park Ranger	0	0%	10	16	1%	11
Smoking	57	23%	1	484	23%	1
Totals	244	100%		2141	100%	

PHOTOGRAPHS



The Alliance for Workforce cleared vegetation after fire on Vallombrosa Way



The Bidwell Bash was a hit with all generations!



A lot of bags of popcorn were sold!



Historic photo display at the Bash

Attachments:

- A. Walnut Tree Removal List
- B. BEC Creeks Clean-up report.

S:\Admin\BPPC\BPPC_Meetings\2015\15_1026\BPPC_Division_Report_15_1026.docx
11/12/2015

NOVEMBER 2015 WALNUT TREE REMOVAL LIST

Address	Street On:	Location:	Work Zone: ⁽¹⁾	Species:	Height	DBH	Notice	Marked	Notes:	priority	
Walnut Removals 2015											
97	Mill St	Mill St	F:1	1	Black Walnut	45	30	yes	yes	Dying	1
1420	Normal Ave	Normal Ave	F:2	1	Black Walnut	30	21	yes	yes	Dying	1
1818	Normal Ave	Normal Ave	F:2	1	Black Walnut	45	43	yes	yes	Dying	1
1914	Broadway	Broadway	F:1	1	Black Walnut	60	37	yes	yes	Dying	1
Bidwell Park	next to bathrooms	Cedar Grove Way	see map	2	Black Walnut	60	33	yes	yes	Fell over	1
1275	E Lindo Ave	across the street	by creek	3	Black Walnut	35	33	yes	yes	Dying	1
1281	E Lindo Ave	across the street	by creek	3	Black Walnut	45	43	yes	yes	Dying	1
1281	E Lindo Ave	across the street	by creek	3	Black Walnut	45	37	yes	yes	Dying	1
2149	Ceres Ave	Ceres Ave	F:1	4	Black Walnut	40	45	yes	yes	Dying, decay at base	1
126	W 4th Ave	W 4th Ave	F:1	5	Black Walnut	35	51	yes	yes	Dying, decay, powerlines	1
183	E 5th Ave	E 5th Ave	F:1	5	Black Walnut	55	34	yes	yes	Dying	1
220	W 1st Ave	W 1st Ave	F:3	5	Black Walnut	55	41	yes	yes	Dying	1
228	W 1st Ave	W 1st Ave	F:1	5	Black Walnut	55	39	yes	yes	Dying	1
228	W 1st Ave	W 1st Ave	F:2	5	Black Walnut	70	49	yes	yes	Dying	1
245	W 7th Ave	W 7th Ave	F:1	5	Black Walnut	65	38	yes	yes	Dying	1
248	W 7th Ave	Arcadian	S:1	5	Black Walnut	55	34	yes	yes	Dead	1
276	E 6th Ave	E 6th Ave	F:1	5	Black Walnut	55	37	yes	yes	Dying	1
341	W 1st Ave	W 1st Ave	F:1	5	English Walnu	40	39	yes	yes	Dying	1
341	W 1st Ave	W 1st Ave	F:2	5	English Walnu	40	32	yes	yes	Dying	1
488	E 9th Ave	E 9th Ave	F:2	5	Black Walnut	70	37	yes	yes	Dead	1
488	E 9th Ave	E 9th Ave	F:3	5	Black Walnut	65	27	yes	yes	Dying	1
498	E 8th Ave	E 8th Ave	F:1	5	Black Walnut	65	43	yes	yes	Dead	1
612	W 2nd Ave	W 2nd Ave	F:1	5	Black Walnut	60	37	yes	yes	Dying	1
730	W 2nd Ave	W 2nd Ave	F:1	5	English Walnu	50	29	yes	yes	Dying	1
1163	Arcadian Ave	W 2nd Ave	S:1	5	Black Walnut	60	48	yes	yes	Dying	1
1163	Arcadian Ave	W 2nd Ave	S:2	5	Black Walnut	60	40	yes	yes	Dying	1
1216	Spruce Ave	Spruce Ave	F:1	5	Black Walnut	45	33	yes	yes	Dead	1
1216	Spruce Ave	Spruce Ave	F:2	5	Black Walnut	55	38	yes	yes	Dead	1
1216	Spruce Ave	Spruce Ave	F:3	5	Black Walnut	45	33	yes	yes	Dying	1
1216	Spruce Ave	E 2nd Ave	S:1	5	Black Walnut	35	22	yes	yes	Dying	1
1216	Spruce Ave	E 2nd Ave	S:2	5	Black Walnut	35	27	yes	yes	Dying	1
1360	Palm Ave	Palm Ave	F:1	5	Black Walnut	35	38	yes	yes	Dead	1
1360	Palm Ave	Palm Ave	F:2	5	Black Walnut	40	35	yes	yes	Dead	1
1417	Esplanade	W 4th Ave	S:2	5	Black Walnut	75	30	yes	yes	Dying, damage from split	1
1417	Esplanade	W 4th Ave	S:3	5	Black Walnut	50	34	yes	yes	Dying	1

EXHIBIT C

NOVEMBER 2015 WALNUT TREE REMOVAL LIST

<i>Address</i>	<i>Street On:</i>	<i>Location:</i>	<i>Work Zone: ⁽¹⁾</i>	<i>Species:</i>	<i>Height</i>	<i>DBH</i>	<i>Notice</i>	<i>Marked</i>	<i>Notes:</i>	<i>priority</i>	
Walnut Removals 2015											
1417	Esplanade	W 4th Ave	S:4	5	Black Walnut	65	68	yes	yes	Dying	1
1446	Laburnum Ave	E 5th Ave	S:3	5	English Walnu	40	28	yes	yes	Dying	1
1461	Palm Ave	E 5th Ave	S:3	5	Black Walnut	50	32	yes	yes	Dying	1
1463	Laburnum Ave	E 5th Ave	S:5	5	Black Walnut	35	43	yes	yes	Dying	1
1503	Spruce Ave	Spruce Ave	F:1	5	Black Walnut	50	39	yes	yes	Dying	1
1505	Oleander Ave	E 5th Ave	S:5	5	Black Walnut	40	36	yes	yes	Dying	1
1638	Esplanade	Esplanade	F:2	5	Black Walnut	50	44	yes	yes	Dying, decay	1
1638	Esplanade	Esplanade	F:3	5	Black Walnut	50	34	yes	yes	Dying, decay	1
1638	Esplanade	Esplanade	F:4	5	Black Walnut	50	32	yes	yes	Dying, decay	1
1833	Palm Ave	E 9th Ave	S:1	5	Black Walnut	70	38	yes	yes	Dead	1
1920	Oleander Ave	Oleander Ave	F:1	5	Black Walnut	70	50	yes	yes	Dead	1
2165	Algonkin Ave	Algonkin Ave	F:1	5	Black Walnut	45	44	yes	yes	Extensive decay, dying	1
353	E 7th Ave	Flume St	S:1	6	English Walnu	35	29	yes	yes	Decay at base, dying	1
651	W 7th St	W 7th St	F:2	6	Black Walnut	30	31	yes	yes	Decay, leans over street	1
715	Flume St	Flume St	F:2	6	Black Walnut	35	33	yes	yes	Hollow, leans over street	1
924	Nord Ave	Nord Ave	F:1	6	Black Walnut	65	61	yes	yes	Dying	1
1017	Aspen St	Aspen St	F:1	6	Black Walnut	45	38	yes	yes	Decay at base, dying	1
1219	W 9th St	W 9th St	F:2	6	Black Walnut	55	52	yes	yes	Dying	1
Total Trees										53	

(1) Please See following maps for Work Zone Locations

Butte
Environmental
Council



116 W. Second Street, Suite 3
Chico, CA 95928
(530) 891-6424
(530) 891-6426 FAX
www.becnet.org

Activities and Events

Environmental Advocacy
Environmental Education
Groundwater Protection
Endangered Species Faire
Bidwell Park Cleanups
Chico Area Creek Cleanups
Wetlands Preservation

Board of Directors

Mark Stemen, Chair
Michael McGinnis, Treasurer
Danielle Cresswell, Secretary
Steve Handy
Mark Herrera
Kevin Killion
Melody Leppard
Skye Li
Luann Manss
Grace Marvin
John Scott
Sharon Wallace

Staff

Robyn DiFalco
Executive Director
Justina Johnson
Business Manager
Tanya Parish
RARE Program Coordinator
Nani Teves
Watershed Program Coordinator
Carol Perkins
Water Policy Analyst

September 22, 2015

City of Chico
Park Division
PO Box 3420
Chico, CA 95927

Dear Dan Efseaff,

The Butte Environmental Council has completed another successful Bidwell Park & Chico Creeks Cleanup. This amazing, worthwhile community event removed approximately **20,000 pounds** of garbage and recyclables from the creeks of Chico.

I've enclosed the report for the 2015 cleanup effort.

We really appreciate that the City of Chico deemed this project worthy of funding. We believe that it is beneficial to all humans, wildlife, and the environment to get the garbage, recyclables, and hazardous waste out of the creeks.

Thank you for your support of this great community event.

Sincerely,

Robyn DiFalco
Executive Director

Butte Environmental Council is a 501(c)(3) regional non-profit organization.
Federal ID No.: 94-2309829

Butte Environmental Council's 2015 Bidwell Park & Chico Creeks Cleanup Event Report

Every year the Butte Environmental Council organizes hundreds of volunteers to participate in our annual Bidwell Park and Chico Creeks Cleanups. The staff at Butte Environmental Council solicits sponsors and volunteers through the mail and by phone, publicizes the events with posters and through the media, obtains necessary approval from the Chico Area Recreation District, Butte County Public Works, the City of Chico, and the Neal Road Landfill, and coordinates the volunteers on the day of the event. The results of the Cleanup are detailed below.

**2015 Bidwell Park & Chico Creeks Cleanup
September 19, 2015
9:00am to 12:30pm
Primary Event Coordinator: Lindsay Wood**

This year approximately 530 volunteers showed up to help clean Big Chico Creek, Little Chico Creek, Comanche Creek, and Lindo Channel, as well as Upper and Lower Bidwell Park.

The volunteer count hit an all-time record this year (compared to 457, which was last year's record-setting number). The volunteers included many teams formed by local organizations including; Friends of Bidwell Park, Friends of Comanche Creek, Lindo Neighborhood Watch, members of Delta Sigma Pi and Alpha Phi Omega fraternities, several clubs from Chico State, Core Butte Charter School ASB, several church groups, Camp Condor, Girl Scout Troop 70137, Klean Kanteen, Orchard Supply Hardware, as well as Sierra Nevada Brewing Company. Other businesses and agencies helped by sending personnel, equipment, trucks and trailers, such as the California Conservation Corps, Butte County Sheriff's SWAP program, and the City of Chico.



As in past years, the event has two main locations: Hooker Oak Park and the Annie K. Bidwell Parlor 128 on 10th and Salem. Volunteers check in at these two locations and haul trash back to these stations as well. This year, due to the extremely littered condition of the creeks and greenways due primarily to homeless encampments we continued cleanup efforts at two new sites: Comanche Creek and the parking lot of 580 East Lindo.

Prior to the event, there were efforts to conduct reconnaissance in most of the target areas. This was done with the help of volunteers, BEC Event interns, Chico State University Geography Department, Zachary Keller, Shane Romain (City of Chico Senior Park Ranger), Susan Mason, and Janet Ellner and took place primarily on Lindo Channel, Big Chico Creek, Little Chico Creek, and Comanche Creek. Knowing where the trash is before the cleanup helped us send the appropriate number of volunteers directly to some of the worst trash sites.



This year's volunteers allowed us to clean approximately 8 miles of Big Chico Creek, 4 miles of Lindo Channel, 3 miles of Little Chico Creek and 1 mile of Comanche Creek, along with most areas of Lower and Upper Bidwell Park. The need is greatest throughout the creeks, as Bidwell Park has regular cleanups and maintenance throughout the year. The vast majority of the material was collected in the creeks.

This event would not be possible without the hundreds of people who were willing to spend their time on a Saturday morning picking up trash from our beautiful parks and creeks!

Tonnage of Material Collected:

Participants pulled enough garbage out of our parks and creeks to fill one 40-yard dumpster, three 20-yard dumpster with trash, and one 15-yard dumpsters with scrap metal. Use of the dump truck enabled participants to collect far more material in a shorter amount of time. This equipment was necessary to access and remove trash from certain hard-to-reach areas. Volunteers also sorted through collected materials and separated out aluminum cans, glass, plastic, cardboard and paper, and tin & miscellaneous small metal. Approximately 17 tires were removed, several mattresses, as well as a quite a few shopping carts and many remnants of bicycles.

Trash	Scrap Metal	Recyclables	Total
9,240 lbs	2,880 lbs	7,680 lbs	19,800 lbs
<i>Additional material collected post-event:</i>			985 lbs
<i>Grand total of material collected that day:</i>			20,785 lbs

Approximately 10 TONS of Material Collected!

Post-Event Trash Collection:

In addition to the waste collected during our 3.5 hour event, city staff, Susan Mason, and the Sherriff SWAP crew continued to collect additional waste from the creek areas into the afternoon. This additional material collected that day exceeded the capacity of our dumpsters, and had to be hauled to the Recology Chico yard for storage. It was later hauled to Neal Road Landfill and dumped at no cost, with the Community Cleanup landfill waiver form issued by Butte County Public Works. This additional material was estimated to be about 15 cubic yards of trash, which we in turn estimate to about 985 pounds. While this additional material was collected on the same day of the event and in conjunction with the event, we are reporting the totals separately because it took place after the event had officially ended for the day.

Collection Sites:

This year we had four different collection sites: Hooker Oak Recreation Area, Annie K. Bidwell Parlor 128 (at 10th and Salem Street), Comanche Creek, and 580 East Lindo. At each site, staff and volunteers sift through the collected material and sort the recyclables including glass, plastic, cardboard, newspaper, scrap metal, and aluminum. The bags are also checked for hazardous waste (batteries, paint, solvents, mercury-containing thermometers, needles, etc). Sorting is not the favored activity of the cleanup, but it helps keep recyclables and hazardous waste out of the landfill.



Hooker Oak Site:

Site Leaders Mark Gailey dispatched volunteers to areas of Lower & Upper Bidwell Park, all along Big Chico Creek from Hwy 99 east to the end of the road in Upper Park. Families with small children were encouraged to meet at this site to help clean the park where walking is safer and less treacherous than along creek banks. Pre-assigned groups also worked in Lindo Channel from Five-Mile to Cohasset Ave. This site filled most of a 20-yard dumpster with garbage, half a 15-yard scrap metal bin, and about 8 totes of recyclables.

Lindo Channel Site:

Site leader Ellie Ertle dispatched volunteers along Lindo Channel. Though other sites sent volunteers to Lindo Channel, these people were able to concentrate more of their time to being thorough. They filled a 40 yard dumpster, and three totes of recyclables.

Annie K. Bidwell Parlor 128 Site (10th and Salem):

Site Leader Danielle Baxter sent volunteers to clean Little Chico Creek, Big Chico Creek from Hwy 32 to Rose Ave, Lindo Channels from Cohasset to Holly, and the Comanche Creek area. The volunteers completely filled a 40-yard dumpster, a 20-yard dumpster of bulky recyclables (tires and mattresses), and a 15-yard mostly from the garbage out of the creeks. They filled 6 totes of recyclables. The 15-yard scrap metal bin was nearly full. If shopping carts were found, they had the ones that were in good shape delivered to their owners (WinCo, Rite Aid, Safeway). If they were rusted or had parts missing, they were placed in the scrap metal bin. The City’s grapple trucks were instrumental in retrieving large amounts of trash from the creek.

Comanche Creek Site:

Groups at Comanche Creek had participated in cleanups before, and were mostly self-led. These groups included Friends of Comanche Creek, FishBio, and the Sherriff’s SWAP crew. They filled one 40-yard dumpster, and made another 40-yard pile that was picked up a few days later.

Volunteers were advised to exercise caution due to the increase of homeless encampments. Safety was emphasized at all check-in sites to ensure a safe experience for volunteers.

Summary

For approximately the past decade, Butte Environmental Council has held this community cleanup event on the third Saturday of September to coincide with California Coastal Commission’s Coastal Cleanup Day, as well as the Great Sierra River Cleanup Day for inland communities in the Sierra Nevada Mountains. These coordinated events had over 54,000 volunteers across California who collected more than 280 tons of debris! Our local volunteer and waste totals are submitted to California Coastal Cleanup

Day leaders and add to the grand total.



After the event, BEC was lucky to have sponsor Madison Bear Garden and Lundberg Family Farms provide volunteers with a barbeque lunch (burgers, carrots & apples, rice chips, and all the fixings) held at Hooker Oak Park. Volunteers were entered into a drawing for the chance to win some great prizes including gift cards, t-shirts, and other great items donated by local businesses.

Once again, we were extremely pleased with the overall success of the event, the turnout of volunteers, and especially with the record totals of material collected and removed from our Park and Creeks!



Hard Work Makes a Difference