



**CITY OF CHICO**  
**BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC)**  
**NATURAL RESOURCE COMMITTEE**  
**(Commissioners Haar and Smith-Peters)**  
Regular Meeting Agenda  
September 16, 2020, 6:00 p.m.

**REMOTE ONLINE MEETING VIA ZOOM**

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*Materials related to an item on this Agenda are available for public inspection in the Park Division Office at 965 Fir Street during normal business hours or online at <http://www.chico.ca.us/>.*

**PUBLIC PARTICIPATION:**

This meeting is being conducted via teleconference in accordance with Executive Order N-25-20 and N-29-20. Members of the public may virtually attend the meeting remotely using the ZOOM platform.

The public may listen to and/or participate in the Bidwell Park & Playground Meeting via landline or mobile telephone or via computer, with both video and audio enabled or audio only.

If you wish to comment on an item, but do not wish to participate during the meeting, the public may submit comments prior to the meeting via email to [parkpubliccomments@chicoca.gov](mailto:parkpubliccomments@chicoca.gov) prior to and during the meeting and will become public record. Please submit emails with the subject line “**PUBLIC COMMENT ITEM NO. \_\_\_**”. The public is encouraged not to send more than one email per item and not to comment on numerous items in one email.

**ZOOM MEETING INFORMATION:**

To access the live meeting, you have the following options:

1. Join Zoom Meeting
  - a. <https://us02web.zoom.us/j/82062162992?pwd=NXhGRDI3YVFWdm5xUTVJTjBIZkhHdz09>
2. From a web browser <https://zoom.us/join>
  - a. When prompted, use Meeting ID: 820 6216 2992
3. or, if using the **Zoom App**, enter the **Meeting ID: 820 6216 2992**
4. Directly from your mobile phone you can tap:
  - a. +16699006833,,86983600705# US (San Jose)
5. Dial-in using your landline or mobile phone to:
  - a. 1 669 900 6833
  - b. When prompted, use Meeting ID: 820 6216 2992
  - c. If you are not being heard when called upon to speak, press \*6

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1. **CALL TO ORDER**

2. **REGULAR AGENDA**

2.1. **CONSIDERATION OF NOTICE OF PREPARATION OF AN EIR FOR THE DRAFT VEGETATIVE FUELS MANAGEMENT PLAN.**

An Environmental Impact Report (EIR) is being prepared for the draft Vegetative Fuels Management Plan ("VFMP") prepared for City-owned parks, greenways and open spaces. Pursuant to CEQA Guidelines §15082(a), the Committee will review the Notice of Preparation requesting comments on the scope and content of the EIR and hear public comments. **(Report – P&NRM Linda Herman).**

**Recommendation:** *The Committee is requested to provide comments on the scope and content of the proposed EIR.*

2.2. **REVIEW OF THE PEREGRINE POINT DISC GOLF AGREEMENT WITH OUTSIDE RECREATION ADVOCATES, INC (ORAI).**

At its 2/24/20 meeting, the Bidwell Park & Playground Commission forwarded the five-year review of the operating agreement with ORAI for the Peregrine Point Disc Golf course to the Committee. The Committee will review the status of ORAI's compliance with the agreement terms. **(Report – P&NRM Linda Herman).**

**Recommendation:** The Park & Natural Resources Manager recommends the Committee recommend to the BPPC:

1. Approval of extending the Agreement with ORAI for another five-years, and
2. Amending the Agreement to change the frequency of the biological monitoring based on the consultant's recommendations, and the provision that ORAI pay for the monitoring costs.

3. **BUSINESS FROM THE FLOOR**

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

4. **ADJOURNMENT**

Unless otherwise noticed, adjourn to the next regular meeting on October 21, 2020 at 6:00 p.m. at a location or format to be determined based on COVID-19 status.



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. If possible, this request should be received at least three (3) working days prior to the meeting.



**PUBLIC WORKS DEPARTMENT  
OPERATIONS & MAINTENANCE**

965 Fir Street (530) 896-7800  
P.O. Box 3420 Fax (530) 895-2634  
Chico, CA 95927-3420 www.Chico.ca.us

**NOTICE OF PREPARATION (NOP) OF A DRAFT ENVIRONMENTAL IMPACT  
REPORT FOR THE CITY OF CHICO VEGETATIVE FUELS MANAGEMENT PLAN**

**PROJECT TITLE:** City of Chico Vegetative Fuels Management Plan

**SUMMARY:** The City of Chico (“City”) is preparing an Environmental Impact Report (EIR) for the City of Chico Vegetative Fuels Management Plan (“VFMP”) for City-owned parcels. The City is requesting comments on the scope and content of the EIR. A description of the VFMP and its location, together with a summary of the probable environmental effects that will be addressed in the EIR, are included herein. The City is the lead agency undertaking preparation of a Draft EIR for the VFMP. City Staff and contractors prepared this Notice of Preparation (NOP) and will hold a scoping meeting to obtain public input regarding the scope and content of the environmental analysis, including the significant environmental issues, the proposed range of alternatives, and mitigation measures that should be included in the EIR. Pursuant to California Environmental Quality Act (CEQA) Guidelines §15063(a), the City **has not** prepared an Initial Study (IS) prior to development of the EIR. The analysis and review of effects that are typically done within an IS will be done within the EIR.

**PUBLIC REVIEW AND COMMENT PERIOD:** The City invites comments on the scope and content of the EIR in response to this NOP. The City prefers that comments be submitted via email at: linda.herman@chicoca.gov. Comments may also be submitted via mail to the following address:

City of Chico Public Works Department-Park Division  
Attn: VFMP – Scoping Comments  
P.O. Box 3420  
Chico CA 95927

Please reference the Vegetative Fuels Management Plan (VFMP) in all correspondence.

Pursuant to State law, comments will be accepted for 30 days after publication of this notice.

***Responses to the NOP must be received via the above email or mailing address by 5:00 p.m. on October 9, 2020.*** Comments will also be received at the EIR Scoping Meetings to be held as noticed below.

Commenters should focus comments on potential impacts of the VFMP on the physical environment. Commenters are encouraged to identify mitigation measures that could minimize potential adverse effects resulting from the VFMP and to identify reasonable alternatives to the VFMP.

**EIR PUBLIC SCOPING MEETING:** The City of Chico’s Natural Resource Committee of the Bidwell Park and Playgrounds Commission will conduct a public scoping meeting on the EIR for the Vegetative Fuels Management Plan on September 16, 2020 at 6:00 p.m. In accordance with the Governor’s Executive Order N-29-20, the meeting will be held entirely virtually via WebEx. For agenda, WebEx login information, and other details, see <https://chico.ca.us/post/2020-agendas> and choose the “Committee” tab.

The purpose of the public scoping meeting is to describe the proposed project and the environmental review process, and to receive verbal input. The City will consider all comments, written and oral, in determining the final scope of the evaluation to be included in the EIR.

The meeting facilities will be accessible to persons with disabilities. If special translation or signing services or other special accommodations are needed, please contact the Park Division Office at (530) 896-7800 at least 72 hours before the meeting.

**PURPOSE OF THE NOTICE OF PREPARATION (NOP):** Pursuant to CEQA Guidelines §15082(a), upon deciding to prepare an EIR, the City as lead agency must issue a Notice of Preparation (NOP) to inform the Governor's Office of Planning and Research trustee and responsible agencies, and relevant federal agencies that an EIR will be prepared. This notice is being sent to responsible or trustee agencies and other interested parties. Responsible and trustee agencies are those public agencies, besides the City of Chico, that have a role in considering approval and/or carrying out the project.

The purpose of the NOP is to provide information describing the project and its potential environmental effects to affected agencies and the public, so that they may comment on the scope and content of the information to be included in the EIR. CEQA Guideline §15082(b) states: "... [E]ach responsible and trustee agency and the Office of Planning and Research shall provide the lead agency with specific detail about the scope and content of the environmental information related to the responsible or trustee agency's area of statutory responsibility that must be included in the draft EIR. The response at a minimum shall identify: (A) The significant environmental issues and reasonable alternatives and mitigation measures that the responsible or trustee agency, or the Office of Planning and Research, will need to have explored in the Draft EIR; and (B) Whether the agency will be a responsible agency or trustee agency for the project." The City encourages responsible and trustee agencies and the Office of Planning and Research to provide this information to the City, so that the City can ensure that the Draft EIR meets the needs of those agencies.

Once the Draft EIR is completed, notice will be given, and the Draft EIR will be made available for review. Copies will be sent to all responsible and trustee agencies, to persons or entities who comment on this NOP, and to any person or entity that requests a copy. The Draft EIR will also be available for review at the City of Chico Park Division Office at 965 Fir Street, Chico, CA. Due to COVID-19, please call the office at 530-896-7800 to make an appointment and masks will be required to enter into City offices.

Following the close of the public review period for the DEIR, the City will prepare a final EIR, incorporating and responding to all comments received during the public comment period, for consideration by the Bidwell Park and Playground Commission and the Chico City Council, at a date for which notice shall be provided. As required by CEQA (§21092.5), the final EIR, including written responses to the comments submitted by public agencies, will be provided to commenting agencies at least 10 days prior to certification.

**PROJECT LOCATION:** The areas included within the VFMP encompass City-owned parcels located within City limits (i.e., all City-owned parcels other than the City's water and sewage treatment plant). Specifically, as shown in **Figure 1** (attached), the VFMP Area includes: 274 City-owned parcels, ranging in size from <0.1 acres to >1,000 acres and totaling about 6,400 acres. The main parks, recreational and open space areas discussed in the VFMP are as follows: Bidwell Park (Upper, Middle, Lower and Lost), Lindo Channel, Verbena Fields, the Teichert Ponds, the Airport Open Space, Bidwell Ranch, Foothill Preserve, various South Chico preserved properties, and the greenways along Little Chico Creek, Bidwell Ave., Comanche Creek, Dead Horse Slough, and Butte Creek Diversion Channel. The VFMP does not discuss CARD-owned properties or the Chico urban forest (street trees).

**PROJECT DESCRIPTION:** The City has determined that there are areas within Chico that are at high risk of wildfire, and that vegetation management/fuels reduction will significantly reduce destructive wildfire risk. The VFMP outlines a framework for managing fuel loads and vegetation on City-owned properties to reduce the likelihood of a catastrophic wildfire, such as the 2018 Camp Fire. Implementation of the VFMP would involve thinning, pruning, grazing, prescribed burning, removal, and other modification of trees and vegetation within the VFMP area to reduce the likelihood of a wildfire occurring and to minimize/slow the spread of a wildfire should one occur.

The City has identified the following primary goals to guide preparation of the Plan and its implementation:

- Reduce the likelihood of catastrophic wildfire on City-owned land;
- Reduce the likely impacts of wildfire to recreational resources and natural resources within City-owned parks and greenways;
- Improve the resilience of the wilder parts of the City parks system, such as Upper Bidwell Park, including by mitigating the unhealthy effects of long-term fire exclusion and by planning to safely reintroduce more regular prescribed fire;
- Reduce the likelihood of wildfires spreading from City-owned wildlands into neighborhoods and business districts and endangering lives and property;
- Reduce the likelihood of ignitions and extreme fire behavior to enhance public and firefighter safety;
- Implement practices to avoid or minimize impacts to natural resources;
- Maintain an active role in regional efforts to reduce wildfire hazard in Butte County.

The goals, objectives, and recommendations identified in the VFMP are based on a combination of evaluating existing field conditions and current vegetation and fire risk conditions at City parcels; analyzing spatial datasets of environmental and wildfire risk factors in a Geographic Information System (GIS); conducting GIS-based analysis and modeling to identify areas that may be subject to extreme fire behavior; identifying locations within the VFMP area that may present increased ignition potential or otherwise contribute to increase fire hazard; attending to and fulfilling the objectives of the 2008 Bidwell Park Master Management Plan (BPMMP), and receiving feedback and guidance from many stakeholders through various meetings, site visits, and written comments.

The VFMP describes various vegetation management techniques that may be employed depending on site conditions, including hand labor, mechanical processes (e.g., mowing), herbicide use, and grazing. Appropriate vegetation management techniques to be employed at a specific site would be identified by City of Chico Public Works Department (Parks Division) personnel during annual workplan development. These plans would identify specific treatment types, area or properties to be treated, implementation timing, and other monitoring and tracking needs. To minimize or mitigate impacts to resources in City parklands and greenways, the VFMP identifies best management practices (BMPs) to be implemented during vegetation management activities, and sets standards for desired conditions (e.g., acceptable vegetation density and composition) in different vegetation types. Finally, the VFMP also identifies and describes in detail a handful of priority projects at specific locations. These priority projects serve as examples of the kinds of vegetation management activities the City contemplates in the future.

The VFMP does not require the City to implement any certain vegetation management project or technique, nor does the City have sufficient resources to implement every possible project every year. However, the VFMP spells out the conditions and circumstances under which a given vegetation management technique may be used. In some cases, once the VFMP's EIR is certified, some vegetation management practices in some parklands may be considered maintenance actions (as opposed to discretionary projects). Other actions will still need supplementary environmental review that will tier off the EIR in the future. The practical effect of the VFMP should be to streamline City vegetation management activities for the next ten or more years.

The revised Draft VFMP is available for public review at the following website:  
<https://www.bcrnd.org/city-of-chico-vegetative-fuels-management-plan-3979084>

**ANTICIPATED ENTITLEMENTS AND APPROVALS:** Implementation of the VFMP may include approvals from the following agencies:

- Chico City Council
- U.S. Fish and Wildlife Service (USFWS)
- USACE
- California Department of Fish and Wildlife (CDFW)
- California Department of Water Resources (DWR)
- Butte County Air Quality Management District (BCAQMD)
- CAL FIRE/CFD
- Regional Water Quality Control Board (RWQCB)
- California State Historic Preservation Office (SHPO)
- California Department of Transportation (Caltrans)

**PROBABLE ENVIRONMENTAL EFFECTS AND PROPOSED SCOPE OF THE EIR:** The EIR will analyze and disclose the direct and reasonably foreseeable indirect potentially significant environmental impacts of implementation of the VFMP (CEQA Guidelines §15126.2, §15130). Where significant impacts are identified, the EIR will describe potentially feasible mitigation measures that could minimize significant adverse impacts (CEQA Guidelines §15126.4).

Topics to be analyzed in the EIR include but are not necessarily limited to the following:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural and Historic Resources (including Tribal Cultural Resources)
- Energy
- Geology and Soils (including Geological and Seismic Hazards)
- Greenhouse Gas Emissions/Global Climate Change
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise and Vibration
- Population and Housing (including Growth Inducement)
- Public Services (including Police Services, Fire Protection Services, Parks and Schools)
- Recreation
- Transportation
- Utilities and Service Systems
- Wildfire
- Cumulative Impacts

Some topics will receive greater analysis than others because some resource areas are expected to experience greater potential impacts than others from implementation of the VFMP. Potential issues and impacts to the existing environment are summarized below. These topics will be further evaluated in the Draft EIR.

**Aesthetics** – Vegetation management activities will impact trees in the VFMP area and will be visible along public roads, highways and parks, and open space. In some cases, vegetation management activities will be visible from private properties that abut parks and open space. The activities proposed under the VFMP would not create a new source of substantial light or glare. The Draft EIR will evaluate whether the VFMP would adversely affect the existing visual character or quality of the Plan area and its surroundings.

**Air Quality** – Vehicle and equipment emissions generated by VFMP activities, as well as prescribed fires and burn piles, may impact air quality. The Draft EIR will describe the potential short- and long-term impacts of the VFMP on local and regional air quality based on methodologies stipulated by the

Butte County Air Quality Management District (BCAQMD) and will include any required mitigation measures to address air pollutant emissions generated by the VFMP.

**Biological Resources** – The VFMP area includes plant and animal species that are identified as candidate, sensitive or special status species (i.e. “protected species”) by the California Department of Fish and Wildlife and/or U.S. Fish and Wildlife Service. In addition, there are riparian habitats and sensitive natural communities within the VFMP area. The Draft EIR will examine the potential for substantial adverse effects on biological resources.

**Cultural and Tribal Cultural Resources** – The analysis in the Draft EIR will assess the potential for ground disturbing activities associated with the VFMP to damage or destroy recorded or unrecorded archaeological sites and paleontological resources and will include the results of consultation with Native American representatives. The Draft EIR will also address potential effects on tribal cultural resources.

**Noise** – Certain vegetation management methods proposed under the VFMP (such as the use of mechanical equipment to remove vegetation) could result in short-term generation of noise above ambient levels while those activities are taking place. The Draft EIR will consider whether the implementation of vegetation management activities will: exceed established standards in the City’s General Plan and noise ordinance, and other applicable standards; have the potential to expose people to excessive ground borne vibrations and noise levels; and result in a substantial temporary or periodic increase in ambient noise levels in the VFMP area.

**Cumulative Impacts** – The Draft EIR will evaluate cumulative impacts of the VFMP, including the effects of other past, present, and reasonably foreseeable projects in the vicinity (CEQA Guidelines §15130). The Draft EIR will also identify and examine a range of reasonable alternatives to the VFMP, including, but not limited to, a No Project Alternative (Guidelines §15126.6).

Date: 9/9/20

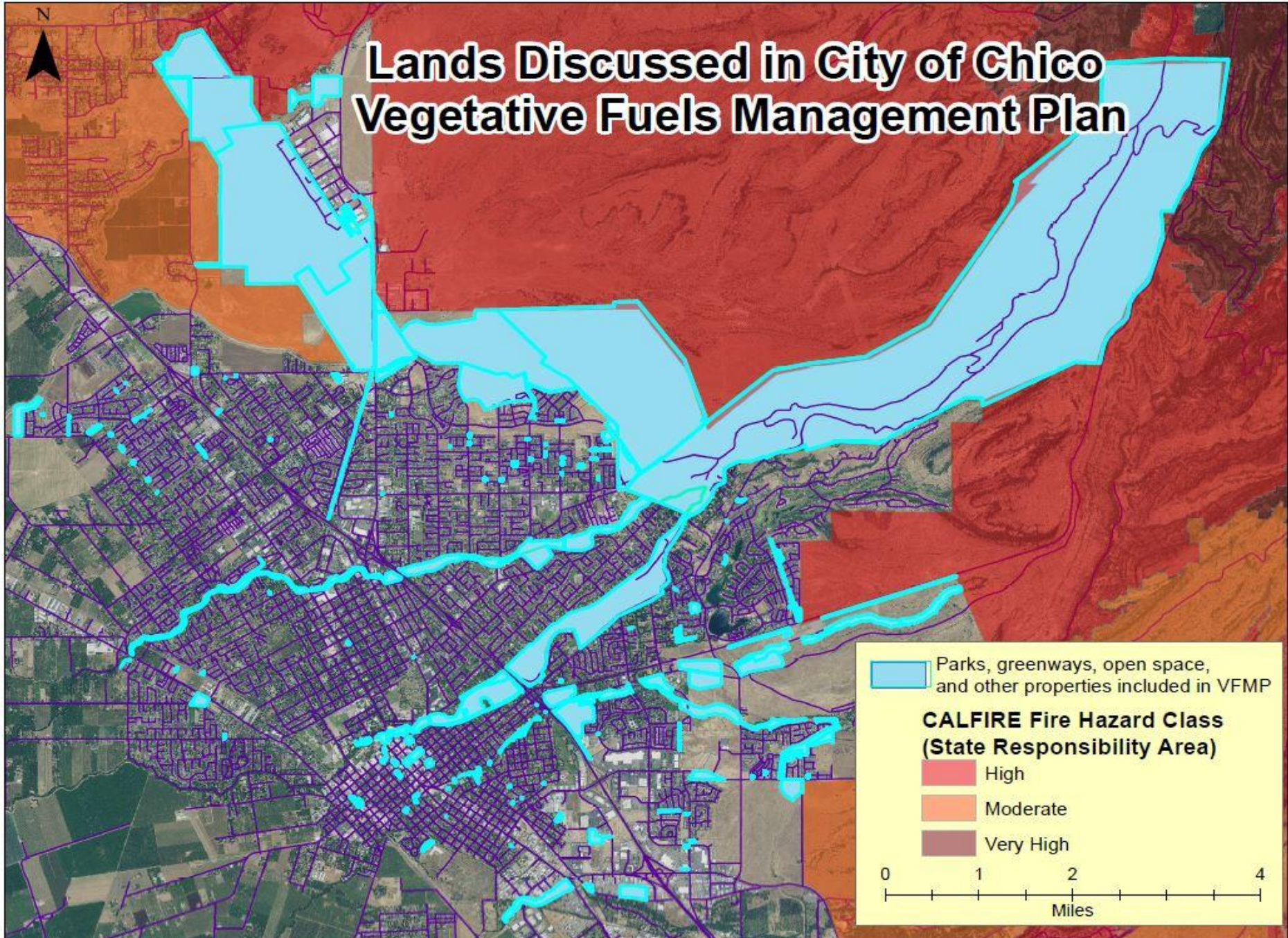
Name: Linda Herman

Signature: *Linda Herman*

Title: City of Chico Park & Natural Resources Manager

Attachment: Map

# Lands Discussed in City of Chico Vegetative Fuels Management Plan



 Parks, greenways, open space, and other properties included in VFMP

**CALFIRE Fire Hazard Class (State Responsibility Area)**

-  High
-  Moderate
-  Very High

0 1 2 4  
Miles



September 10, 2020

Dear Park Commissioners and Staff, I ask that the following projects and actions be considered further in regard to the Vegetation Fuels Management Plan.

### **Removal of 5.4 Verbena Fields Stewardship Project**

The Verbena Fields project was a partnership between the City of Chico, the Mechoopda Tribe, Big Chico Creek Watershed Alliance and Streamminders, which got underway in 2006 – with the restoration of the former gravel quarry to a 20 acre wild land park with trails, native plants and a tribal center area. Volunteer work has taken place in Verbena Fields since 2006 (though not consistently) for years and the Mechoopda have been involved in collecting native willow at the site and more.

In terms of fuel management, which is the focus of the VFMP, the tasks needed at this site truly can be considered maintenance as the original restoration plan of this site underwent CEQA review.

I believe the tasks outlined in the VFMP (mainly pruning dead willow, removing Spanish broom, and other weed removal) can easily be carried out by the Mechoopda Tribe and volunteers. Over 100 participants have participated in the Mechoopda's Tribal Environmental Knowledge program, and hopefully will be interested in volunteering at Verbena and elsewhere in the City's greenways and Bidwell Park. As for a cultural burn in this area, I think that the neighborhood would have to be spoken with about this and then careful planning with the City of Chico Fire Department as well if it were to proceed.

The City of Chico and the Mechoopda Tribe have partnered in many park/greenway projects through the years. The removal of this project from the "shovel ready" list will enable us to add a project that needs more in depth planning and resources devoted to it. The Verbena Fields Stewardship project can be undertaken immediately. The Mechoopda have been partners in the planning of the VFMP and I trust they will continue to be partners in respect to the work on the various projects in the City's greenways and parks.

### **Add the following Project to the "Shovel Ready List"**

Vegetation Fuels Reduction Project for parts of Lower and Middle Park

The project area would be from One Mile east to Five Mile Recreation Area. For years, the City of Chico Park Division has had volunteers work in Bidwell Park to remove invasive weeds. In more recent years, the removal of lower lying vegetation in Lower Park and Middle Park has been conducted with goats, the Ivy League and recently a CAL Fire grant, which paid for 800 hours of California Conservation Corps work. This work definitely needs to continue through this project and I think has been mistakenly termed as routine maintenance by the Park Division.

The correct removal of exotic, invasive trees and shrubs through a variety of means is a priority in terms of fuel reduction. Such exotic trees include Catalpa, Japanese Privets, English Hawthorn, European Hackberry, Prunus, Chinese Pistache, Black Locust, Black Walnuts, Pyracantha, Fig, Bladder Senna, Winged Elm, Olive require different removal and treatment techniques depending on the species. A written plan will describe the unique techniques and describe timeline and the necessary follow up needed for the techniques to be efficient and successful. The project needs to go through the CEQA process that will take place with the full VFMP.

When we consider a project like the Lower and Middle Park vegetation fuels reduction as just “routine” maintenance – we run the risk of having another Nature Center debacle on our hands. Proper planning is a must, boots on the ground with knowledge of how to handle the various species is needed and follow up must be planned for at the appropriate time. Not all species have the same removal and or herbicide application techniques and time of year is also an important variable in effective vegetation management.

Included in such a plan, will be how to dispose of the large amount of vegetation material produced by the removal of large weed trees and shrubs. In some areas, prescribed burns may be able to clear some of the vegetation but that tool will definitely have to be carefully planned and directed.

Lower Park and some of Middle Park’s location close to homes and the health of the park in general makes this project a priority.

Add Comanche Creek Greenway Project

Update (way out of date) and implement Comanche Creek restoration plan. Volunteers have spent thousands of hours trying to manage this area. There needs to be an updated plan, and the support needed to remove invasive weed trees, and other exotics.



## BPPC Natural Resource Committee Report

Meeting Date 9/16/20

DATE: 9/11/20  
TO: BPPC Natural Resource Committee  
FROM: Linda Herman, Park & Natural Resources Manager  
SUBJECT: REVIEW OF THE PEREGRINE POINT DISC GOLF AGREEMENT WITH OUTSIDE RECREATION ADVOCATES, INC (ORAI).

### REPORT IN BRIEF:

At its 2/24/20 meeting, the Bidwell Park & Playground Commission (BPPC) considered the 2019 biological monitoring reports prepared by the City's consultant, the 2019 annual report from the Outside Recreation Advocacy Inc, (ORAI), and an update on the mitigation measures for the Peregrine Point Disc Golf Course (PPDG). The BPPC forwarded discussion of the five-year review of the PPDG Operating Agreement with ORAI to the Natural Resource Committee.

**Recommendation:** The Park & Natural Resources Manager recommends the Committee recommend to the BPPC:

1. Approval of extending the Agreement with ORAI for another five-years, and
2. Amending the Agreement to change the frequency of the biological monitoring based on the consultant's recommendations, and the provision that ORAI pay for the monitoring costs.

### FISCAL IMPACT:

In 2019, the City spent \$21,821, for biological monitoring, split rail fencing, waddles, and other materials due in part to the Stoney Fire damages. ORAI contributed approximately \$2,604 in materials and 806 hours in volunteer labor (a value of approximately \$21,500 @ \$25/hr.) toward the disc golf course maintenance and mitigation. COVID-19 impacted ORAI and Staff's ability to perform work on the course in 2020. A few individuals from ORAI have worked on their own on the course, but there have been very few full work crew days held.

### BACKGROUND:

In 2010, an Agreement between the City and ORAI, a copy of which is in Exhibit A, was executed to require that the group provide the following:

1. Closure and relocation of the existing 9-Hole disc golf short course
2. Redesign and construction of the long course (18 holes)
3. Mitigation measures during construction, and
4. Ongoing maintenance of the course and monitoring of Butte County Checkerbloom, Bidwell Knotweed/Wildflowers, and Blue Oaks pursuant to the PPDG Mitigation and Monitoring Program (MMMP).

Staff provided updates to the BPPC on 3/26/18, 4/29/19, and 2/24/20 regarding ORAI's compliance with their Agreement (ORAI compliance and mitigation status summaries attached as Exhibit "A". The BPPC approved Staff playing a larger role in managing the PPDG to work with ORAI to complete the work needed on the course by the end of the second 5-year extension period in June 2020. Staff and ORAI has worked together to complete the following items:

1. Reinstalled mulch destroyed in the Stoney Fire on tees and targets on the front half of the course and in areas that can be reached manually.
2. Installed new tree protection measures by wrapping the priority trees with plastic garden fencing.
3. Alternate basket locations were identified and reviewed by the Consultant for environmental concerns.
4. Placed native grass waddles or other method to better delineate and decommission trails. .
5. Installed split rail fencing around of sensitive Bidwell's Knotweed areas between Holes 2 and 14
6. Installation of informative tee signs and other interpretive signage.
7. The basket at Hole 18 that was damaged by Stoney Fire bulldozers was replaced.
8. Tee signs posts have been installed for all 18 Holes.

The City's consultant performed the 2018 and 2019 biological studies of the Checkerbloom, Knotweed, and Blue Oaks at PPDG. In their annual reports, the Consultant provided the following observations and recommendations:

Blue Oaks:

- While disc golf activities do result in bark damage, there is no evidence that the overall health of the trees is being significantly impacted by these activities as the average health status of the priority oak trees and the reference oak trees were the same or nearly the same.
- Deducted that since there is no correlation between the tree health status and the amount of disc damage, the continued annual monitoring does not appear to be useful or necessary.
- Recommended continuing to wrap potentially impacted Oak trees with plastic fencing, but not tightly and to use stakes or fence posts to provide space between the wrap and tree trunks.
- Recommended occasional monitoring (i.e. every 5 to 10 years) of just the overall health and of the priority and reference oak trees by a Certified Arborist.

Butte County Checkerbloom (Special Status List 1)

- A few more locations were observed in 2019, but the general distribution of the Butte County Checkerbloom (BCC) within the course remained consistent as in past surveys.
- The majority of the BCC areas showed no evidence of human disturbance, except for trails through two groups (CG4 and CG3).
- There is evidence that a number of racemes are being browsed by wildlife.
- Recommended that the intensive monitoring be reduced to every 3-5 years, and/or be simplified to detecting evidence of disc golf related disturbance within the BCC areas rather than conducting individual plant and stem counts.

Bidwell Knotweed (Special Status List 4)

- Bidwell's knotweed distribution across the course site has remained relatively consistent and variability most likely attributed to response to natural environmental conditions.
- Only a few small portions of the occurrences have showed evidence of human disturbance, noting that the human related impacts are not solely due to disc golf use, and the likely larger percentage of the damage appears to be from the trails used by hikers and mountain bikers.
- Recommended that the intensive monitoring be conducted every 3-5 years or simplified by documenting human disturbance or bare ground in the for mapped patches of Bidwell's knotweed to track the effectiveness of management responses (i.e. increasing signage and making trails more defined etc.).

The Committee's review of the ORAI's compliance with the Agreement and a possible another 5-year extension was delayed due to COVID-19 restrictions.

**DISCUSSION:**

The following table lists the pending tasks that needed to be completed by ORAI or City Park Staff in 2020. However, the COVID-19 pandemic greatly impacted ORAI's and the City's ability to complete the outstanding work at PPDG. As with the City's many other volunteers, ORAI members were not comfortable going outside and gathering in groups during the shelter in place orders. Park Staff was reduced in deployment and were busy putting up signs, sanitizing and other COVID related tasks during that time. They are also busy with increased vandalism, graffiti and maintenance as Bidwell Park is busier than ever, especially with Council's previous direction to allow camping in the park during the pandemic. Status of the work that has been completed is also depicted in the table.

TASK	TENTATIVE TIMELINE	STATUS
Tee Signs – ORAI to Print/install tee signs	March - June, 2020	ORAI will place temporary laminate signs on Tees to garner public feedback and sponsors. Permanent signs will be made following the temp review period.

<b>Tree Wraps</b> - Additional tree wrap installation on new trees identified near alternate basket locations. Upgrade existing wraps with new wood spacer design.	March - June, 2020	ORAI has installed tree protectors on some of the trees near the alternate pin locations. Materials have been procured and cut for the remaining trees and will be installed once the ability to have full workdays are allowed.
<b>Annual mulch spreading</b> – Mulch Chips have been delivered on site. Park Staff will rent an UTV and deliver chips to backside of course for spreading by ORAI.	March	Some chips have been spread by hand by ORAI .City Staff has not yet been able to deliver the bulk loads of chips to the back holes.
<b>Alternate Baskets</b> - Identify and install pin sleeves for alternate baskets locations for last 3 holes	March -April	All of the alternative basket locations have been installed by ORAI and have pin sleeves, except for holes 9 and 16 where there is a rock base.
<b>Trail Delineation</b> - Continue the use wattles and rice straw to designate primary trails on the lower holes and abate rogue trails	On-Going	Park staff have put brush and other obstacles to try to stop bicyclists from using the trail along the west property line fence, and will be using additional wattles to delineate and decommission trails on the back holes.
<b>Split Rail Fencing</b> - Work with the Parks Staff to install more split rail to protect sensitive species areas identified by the Consultant.	April - May, 2020	Staff mapped the areas to fence off, on hole 7, 14, and 15, but have not had time to install
<b>Interpretive Signs</b> – Trail signs to direct South Rim users were installed. New Open/Close sign has been ordered. New Kiosk and sensitive species interpretive signs for sensitive areas.	March-April	Staff is working with Big Chico Creek Ecological Reserve students to help design the interpretive signs.
<b>Replace Burned Benches</b> - Start groundwork on replacing benches lost in the Stoney Fire	Low priority Fall 2020	Two benches have been rebuilt by ORAI at Hole 12 and 13.
<b>Loop Trail</b> – Develop a return loop trail back to the parking lot out of the disc golf play area for hikers and bikers.	On-going	No work has been done on this trail.
<b>Parking</b> –gravel the entrance and parking area and place better signage on Hwy 32 entrance.	On-going	No work has been done on this task.

As discussed previously with the Commission, ORAI fulfilled all of the mitigation and agreement requirements pre and during construction of the course. They paid for ongoing biological monitoring reports from years 2011-2016, even though Exhibit B in the Agreement states that they only pay for the surveys every other year. ORAI has also continued to be good stewards and maintained the course by picking up trash, fixing benches split-rail fencing, planting acorns, spreading chips when they can, etc., which lessens the burden on the City's limited Park staff. They provide guidance and direction to their members as well as the public, including nongolfers who also use the area extensively, about the rules of the course and the need to protect the Peregrine Point trailhead area. For these reasons, Staff recommends that the Agreement with ORAI be extended for another 5 years.

Based on no definitive evidence of significant impacts caused by only disc golfers, Staff also recommends that the Agreement be amended to reflect the consultant's recommendations to change the monitoring frequency of Blue Oaks to five (5) years, and the monitoring of the Checkerbloom and Knotweed to every three (3) years to be paid by the City.

**Attachments:**

Exhibit A: ORAI Agreement

Exhibit B: ORAI Agreement Compliance Status Summary

ITEM 2.2 EXHIBIT A

OPERATING AGREEMENT  
FOR RECREATIONAL SERVICES IN BIDWELL PARK  
(CITY OF CHICO/OUTSIDE RECREATION ADVOCACY, INC.)

THIS OPERATING AGREEMENT (Agreement) entered on June 18, 2010, between the City of Chico, a municipal corporation of the State of California (City), and Outside Recreation Advocacy, Inc., a non-profit corporation (Operator).

RECITALS

WHEREAS, City desires to maintain public use of disc golf activities at the premises in Bidwell Park off Highway 32, more particularly described below;

WHEREAS, Operator desires to construct and maintain the disc golf course in compliance with the Bidwell Park Master Management Plan (MMP), and to provide disc golf activities for members and the public;

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

1. DESCRIPTION OF PREMISES

City hereby grants to Operator permission to enter upon, occupy, and use the premises located at in Bidwell Park described in Exhibit A attached hereto and by this reference incorporated herein, for the purpose of a disc golf facility and subject to the terms and conditions set forth herein. Facilities on the premises will include, but are not limited to, improvements and equipment in areas specific to disc golf (Collectively "Disc Golf Facility"). City and Operator shall work cooperatively to establish management responsibility levels, to be identified in a Disc Golf-Trailhead Area Plan, for locations identified as joint-use areas within the premises.

2. SCOPE OF USE

The premises, as depicted in Exhibit A, may be occupied and used by Operator solely to conduct the following Recreational Services in Bidwell Park limited to:

- a. 18-hole disc golf long course consistent with City Council approval on May 19, 2009, the Bidwell Park Master Management Plan (BPMMP), Environmental Impact Report (EIR), and Master Mitigation and Monitoring Program (MMMP);
- b. 12-hole disc golf short course consistent with City Council approval on May 19, 2009, the BPMMP, EIR, and MMMP. Operator understands that City Council approved the 12-hole disc golf short course for a period of up to five-years from the date of City Council approval during which time a search for a replacement short course will be conducted;

## ITEM 2.2 EXHIBIT A

- c. All Recreational Activities and availability of the premises shall be subject to weather conditions based on the City of Chico Bidwell Park Wet Weather Policy; and
- d. Operator may sell non-food items including, but not limited to, hats, T-shirts, and discs, for the benefit of Operator's non-profit organization at games and exclusive use days.

### 3. TERM

The initial term of this Agreement shall be for the five-year period commencing on June ~~18~~, 2010, and terminating on June ~~17~~, 2015. Thereafter, the term of this Agreement shall be automatically extended for two successive five-year periods.

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

### 4. PERMISSION NOT EXCLUSIVE

The permission given is not exclusive to Operator, and City reserves the right at any time to permit other persons to conduct these above-mentioned Recreational Services in Bidwell Park.

Notwithstanding the above, Operator shall have exclusive use of each course for up to ten (10) days per year. Operator will:

- a. Limit the number of players to 90 during tournaments;
- b. End tournaments by 5:00 p.m.;
- c. Not hold tournaments during state holidays; and
- d. Have the ability to reschedule tournaments that are cancelled due to weather or other conditions beyond Operator's control (i.e. air quality and wildfires) within sixty (60) days of the tournament date.

Operator shall submit a list of the exclusive use dates to City on an annual basis on or before February 1 of each year.

Tournament fees and entry charges will be determined by Operator for the exclusive use days.

## ITEM 2.2 EXHIBIT A

The parking area and non-disc golf related facilities including, but not limited to, restrooms and picnic tables shall remain open to the public during exclusive use days unless Operator obtain park permits and reservations pursuant to CMC 12R.08 and 12R.10.

Operator will be allowed to hold a game one Saturday per month. Games shall require no fee or sign-up, and be open to the public. The Disc Golf Facility will be open to the public during such games and will be considered non-exclusive use days.

### 5. CONSIDERATION

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

- a. The principal consideration to be given by Operator to City for its use of the premises is the agreement by Operator to implement the MMMP in accordance with this Agreement, construct both courses, and use such premises for the purpose of operating the Recreational Services, described in Section 2, above, for Operator's members as well as members of the general public;
- b. As additional consideration, Operator shall provide an annual report (i.e. events, usage, status of mitigation and monitoring program) to the Bidwell Park and Playground Commission; and
- c. As additional consideration, Operator shall regularly publicize the availability, including, but not limited to, hours of operation and special events.

### 6. GENERAL PUBLIC AVAILABILITY REQUIREMENTS

The premises and associated Recreational Activities will be available to the general public at all times except those days of Operator's exclusive use as defined above. All Recreational Activities and availability of the premises shall be subject to weather conditions.

### 7. COMPLIANCE WITH LAWS

In exercising the permission given, Operator shall comply with all federal, state, and City statutes, ordinances, and regulations, including, but not limited to, any standards for conducting Recreational Services in Bidwell Park, now or hereafter adopted.

### 8. WASTE AND NUISANCE

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

### 9. NONDISCRIMINATION

In exercising the permission given, Operator shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental



## ITEM 2.2 EXHIBIT A

disability, medical condition, marital status, sex, age, or sexual orientation. The California Fair Employment and Housing Act defines discrimination because of sex as including sexual discrimination, gender discrimination, and discrimination based on pregnancy, childbirth, or related medical conditions.

### 10. CONDITION OF PREMISES

At the commencement of this Agreement, Operator shall accept the premises and all improvements thereon and all facilities appurtenant thereto in their present condition and "as is". No representation, statement or warranty, express or implied, has been made by or on behalf of City as to the condition of the premises or as to the use that may be made of such premises. In no event shall City be liable for any defect in the premises or for any limitation on its use.

### 11. IMPLEMENTATION PLAN AND CONSTRUCTION

#### a. 18-Hole Disc Golf Long Course and 18 Disc Golf Targets

Within sixty (60) days of executing this Agreement, Operator agrees to provide an implementation plan to the City for the construction of the 18-hole disc golf long course and the placement of 18 disc golf targets at alternative locations outside of Bidwell Park consistent with the phases and time frames in Exhibit C. The construction of the 18-hole disc golf long course shall be consistent with the BPMMP Alternative B and MMMP. Operator may prepare the implementation plan in phases. The implementation plan, or any phased portions of the plan, shall be approved by the City prior to construction. The implementation plan shall be enforceable under this Agreement. Operator will provide a draft budget which includes Operator's best estimate of the costs, time and materials that will be needed to accomplish the specific time frames and milestones set forth in the implementation plan

In accordance with specific time frames and milestones set forth in the implementation plan, Operator agrees to complete construction of the 18-hole disc golf long course and the placement of the 18 disc golf targets within eighteen (18) months of City's authorization to proceed. Completion schedule may be modified with City approval if weather or other conditions beyond Operator's control delay construction.

City's authorization will include approval of City's Proposition 40 grant funds for an amount not to exceed \$52,000.00 for reimbursement for construction of the 18-hole disc golf long course and placement of eighteen (18) disc golf targets at alternative locations outside of Bidwell Park. A minimum of \$7,200.00 of City's Proposition 40 grant funds will be used to install 18 disc golf targets at alternative locations outside of Bidwell Park.

Operator will provide up to \$52,000.00 of matching funds, in money or equivalent value of supplies, materials, services and volunteer time. Volunteer time shall be valued at a per hour rate based on the current or revised rate for California set forth at

## ITEM 2.2 EXHIBIT A

[www.independentsector.org/programs/research/volunteer\\_time.html](http://www.independentsector.org/programs/research/volunteer_time.html). Operator will provide documentation of volunteer hours with each reimbursement request or quarterly, whichever is more frequent.

Operator and City will coordinate expenditure of grant funds in accordance with the terms and conditions of the granting agency and the reimbursement requirements set forth in section 13, below.

### b. Disc Golf Short Course

Operator shall remove all tone poles/targets and other disc golf course improvements related to the 18-hole disc golf short course at the Disc Golf Facility upon the earlier of:

1. Completion of the construction of the 12-hole disc golf short course consistent with the BPMMP Alternative B and the MMMP for operation until May 19, 2014; or
2. Completion of construction of a 12-hole equivalent located outside of the Disc Golf Facility. The equivalent does not have to be located at the same facility and may be cumulative.

If a 12-hole equivalent is not constructed by December 15, 2012, Operator agrees to provide an implementation plan to the City which is consistent with the BPMMP Alternative B and the MMMP, for the construction of the 12-hole disc golf short course consistent with the phases and time frames in Exhibit D by no later than January 15, 2013. Operator may prepare the implementation plan in phases. The implementation plan, or any phased portions of the plan, shall be approved by the City prior to construction. The implementation plan shall be enforceable under this Agreement.

Notwithstanding the above, if a new location for a 12-hole disc golf short course or the equivalent is not identified and approved by the City Council on or before May 19, 2014, Operator shall remove all tone poles/targets and other disc golf course improvements related to any disc golf short course at the Disc Golf Facility.

## 12. MITIGATION AND MONITORING REQUIREMENTS

In compliance with the BPMMP, Operator agrees to construct the 18-hole long and 12-hole short disc golf courses at the Disc Golf Facility and conduct all Recreational Activities on premises in accordance with Resolution No. 93-08, entitled, "Resolution of the City of Chico Council of the City of Chico Adopting Findings Regarding Environmental Effects and Adopting a Master Mitigation Monitoring Program for the Bidwell Park Master Management Plan Update (State Clearinghouse Number 2004102045)." A copy of the MMMP with all requirements is attached as Exhibit B.

## ITEM 2.2 EXHIBIT A

Prior to construction and annually thereafter, City agrees to collect data pursuant to Mitigation Measure BIO-1B-F, Mitigation Measure BIO-1D-E, and Mitigation Measures BIO-3C-F and -K, required by and in accordance with the MMMP. However, Operator agrees to reimburse City for costs associated with such data collection in an amount not to exceed five thousand dollars (\$5,000.00). During the initial or any extended term of this Agreement, this “not to exceed amount” shall be increased annually by three percent (3%).

### 13. REIMBURSEMENT

#### a. Costs and Reimbursement

In accordance with the implementation plan required pursuant to section 12.a, above, qualified, actual costs will be reimbursed to Operator as provided for in this section 13. The maximum amount to be reimbursed to Operator pursuant to this Agreement shall not exceed \$52,000.00. All funds to be paid and remitted by City to Operator pursuant to this Agreement shall include the documentation of the actual costs to be paid or reimbursed, including but not limited to invoices. Within 15 business days (i.e., other than Saturday, Sunday, or legal holidays recognized by City) of its receipt of the monthly reimbursement submittal, City will confirm its review and approval to Operator. In the event that City notifies Operator of any deficiency in a monthly reimbursement submittal, City and Operator will cooperate in good faith to resolve any deficiency promptly.

#### b. Completion, Inspection, and Acceptance of Improvements

Operator shall install and construct the 18-hole disc golf long course and the 18 disc golf targets in alternative locations outside Bidwell Park in compliance with City approved plans and specifications. The 18-hole disc golf long course and the 18 disc golf targets in alternative locations outside Bidwell Park shall not be accepted unless completed in a manner consistent with the design plans and specifications, and constructed in accordance with applicable City standards relating to the installation and construction of the 18-hole disc golf long course and the 18 disc golf targets in alternative locations outside Bidwell Park. Prior to City's acceptance of the 18-hole disc golf long course and the 18 disc golf targets in alternative locations outside Bidwell Park, such improvements shall be subject to inspection by City. Operator shall provide City with:

1. As-built drawings or similar design plans and specifications in a form complying with applicable City requirements; and
2. Evidence satisfactory to City that all costs of installing and constructing the 18-hole disc golf long course and the 18 disc golf targets in alternative locations outside Bidwell Park have been fully paid by Operator.

### 14. MAINTENANCE AND REPAIR

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

## ITEM 2.2 EXHIBIT A

### 15. UTILITIES AND SERVICES

During the term of this Agreement, Operator shall be responsible for providing and paying for any electricity or other utilities required on the premises and City shall have no responsibility of any kind for any such utilities.

### 16. RIGHT OF ENTRY

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

### 17. ALTERATIONS OR ADDITIONS TO IMPROVEMENTS ON PREMISES

All improvements to the premises made by Operator will be done in accordance with City approved plans. Operator shall not make any alteration or addition to the improvements on the premises without the prior approval of City.

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

### 18. INDEMNIFICATION

Operator shall exercise the permission granted herewith at Operator's own risk and Operator shall indemnify City, its boards, commissions, and members thereof, its officers, agents, and employees, against all liability or damages, costs, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or in any way connected with any construction, alterations or additions to premises performed by Operator, any injuries caused by or related to Operator's equipment on premises, and any injuries to participants of organized events or tournaments held on premises and sponsored by Operator.

Operator further agrees that City shall not be liable to Operator if for any reason whatsoever Operator's occupation or use of the premises hereunder shall be hindered or disturbed by third parties, including, but not limited to, park users, weather, animals, or outside enforcement agencies.

## ITEM 2.2 EXHIBIT A

### 19. GENERAL LIABILITY INSURANCE

During the term of this Agreement, Operator 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.

Operator 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 Operator 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 Operator, 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.

### 20. NOTICE OF DEFAULT

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

## ITEM 2.2 EXHIBIT A

### 21. REMEDIES UPON DEFAULT

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

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

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

### 22. WAIVER OF DEFAULT

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

### 23. TERMINATION

Either party hereto may terminate this Agreement at any time by giving the other party hereto at least 180 days prior notice of such termination; provided, however, that upon the breach by Operator of any of the terms and conditions of this Agreement, City may terminate this Agreement and Operator's right to occupy and use the premises immediately upon giving notice of such termination to Operator.

### 24. SALES, ASSIGNMENTS, TRANSFERS, AND ENCUMBRANCES

Due to the unique nature of this Agreement, Operator shall not sell, assign, transfer, or encumber this Agreement or any interest of Operator in and to the premises, in whole or in part, and any such sale, assignment, transfer, encumbrance, whether voluntary or involuntary, shall be void and of no effect.

ITEM 2.2 EXHIBIT A

25. AMENDMENTS

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

26. NOTICES

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

a. To City: City of Chico  
Attention: City Manager  
P.O. Box 3420  
Chico, CA 95927-3420

b. To Operator: Outside Recreation Advocacy, Inc.  
P.O. Box 7762  
Chico, CA 95926

The address to which any notice demand, or other writing may be given, made, or sent by any party as above provided may be changed by written notice given by such party as above provided.

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

CITY OF CHICO

OUTSIDE RECREATION ADVOCACY,  
INC.



David Burkland, City Manager



Lon Glazner, President

APPROVED AS TO FORM:

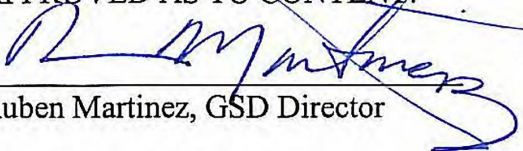
Authorized pursuant to City Council  
Minute Order No. 05-10 approved on 4/20/10.



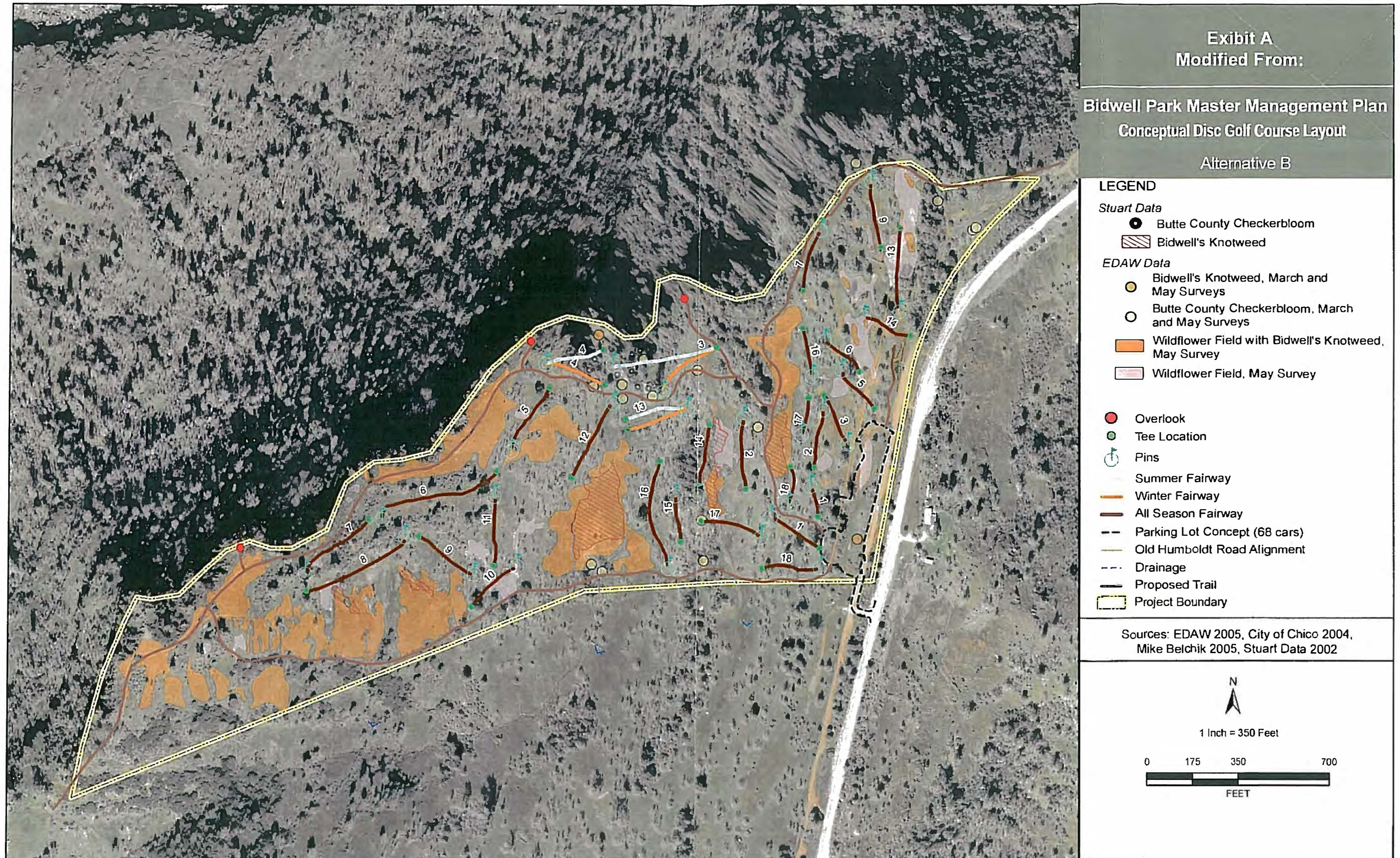
Lori J. Barker, City Attorney

By: Alicia M. Rock  
Assistant City Attorney

APPROVED AS TO CONTENT:



Ruben Martinez, GSD Director





**Table 1-1: Master Mitigation Monitoring Program for the Bidwell Park Disc Golf/Trailhead Area concept Plan E.I.R.**

Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
<b>AIR QUALITY</b>				
<p><b>Mitigation Measure AQ-2: Control Short-term Construction Emissions</b></p> <p>Consistent with BCAQMD guidelines, the following measures shall be implemented to reduce potentially significant effects on air quality resulting from construction related to the Disc Golf/Trailhead Area Concept Plan Project:</p>	OPERATOR/CITY	OPERATOR/CITY	During construction activities	Monitor weekly during construction
a. Alternatives to open burning of vegetative material removed from a project site shall be used unless otherwise deemed infeasible by the AQMD. Among suitable alternatives are chipping, mulching, or conversion to biomass fuel;	N/A	N/A	TBD	Monitor weekly during construction
b. Adequate and applicable dust control measures (identified in detail below) shall be implemented during all phases of project development and construction as outlined below:	OPERATOR	OPERATOR	During construction activities	Monitor weekly during construction
1. All active construction sites shall be watered at least twice daily. Frequency should be based on the type of operation, soil, and wind exposure.	OPERATOR	OPERATOR	During construction activities – primarily where vehicles are being used	Implement daily; monitor weekly during construction.
2. Chemical soil stabilizers shall be applied to inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).	OPERATOR	OPERATOR	Will review on a case by case basis – may not be needed for small sites	Implement as needed, monitor weekly during construction
3. On-site vehicles speeds shall be limited to a speed of 15 mph on unpaved roads.	OPERATOR	OPERATOR	TBD	Implement daily; monitor weekly during construction
4. Land clearing, grading, earth moving or excavation activities shall be suspended when winds exceed 20 miles per hour.	OPERATOR	OPERATOR	TBD	Implement and monitor as needed

OPERATING AGREEMENT FOR RECREATIONAL SERVICES IN BIDWELL PARK (CITY OF CHICO/OUTSIDE RECREATION ADVOCACY, INC)

ITEM 22 EXHIBIT A  
EXHIBIT B

Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
5. Non-toxic binders (e.g., latex acrylic copolymer) shall be applied to exposed areas after cut and fill operations and the area shall be hydroseeded.	OPERATOR	OPERATOR (dependent on amount of area)	TBD	Monitor weekly during construction
6. Vegetative ground cover shall be planted in disturbed areas as soon as possible after disturbance.	OPERATOR	OPERATOR	TBD	Implement and monitor one time after construction
7. Inactive storage piles shall be covered.	OPERATOR	OPERATOR	TBD	Monitor weekly during construction
8. Paved streets adjacent to each project site shall be swept or washed at the end of each day as necessary to remove excessive accumulations of silt and/or mud which may have accumulated as a result of activities on the project site.	OPERATOR	OPERATOR	TBD	Implement daily; monitor weekly during construction
9. A publicly visible sign shall be posted with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours if a complaint is received. The telephone number of the BCAQMD shall also be visible to ensure compliance with BCAQMD Rule 201 & 207 (Nuisance and Fugitive Dust Emissions).	OPERATOR	OPERATOR/CITY	TBD	Monitor weekly during construction
<b>BIOLOGY</b>				
<b>Mitigation Measure BIO-1b: Implement Measures to Protect Butte County Checkerbloom in the Disc Golf/Trailhead Concept Plan Area</b>	OPERATOR/CITY	OPERATOR/CITY	Before ground-disturbing activities and during ongoing operation	See Below
The following measures shall be implemented to mitigate potential direct and indirect effects on populations of Butte County checkerbloom from implementation of the Disc Golf/Trailhead Area Concept Plan:				

OPERATING AGREEMENT FOR RECREATIONAL SERVICES IN BIDWELL PARK (CITY OF CHICO/OUTSIDE RECREATION ADVOCACY, INC)

ITEM 22 EXHIBIT A  
EXHIBIT B

Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
<p>a. As provided in Appendix H of the BPMMP, the Disc Golf/Trailhead Area Concept Plan shall be implemented to avoid direct and indirect impacts on known locations of Butte County checkerbloom on the site. All disc golf structures (e.g., tees, targets, fairways) and trails shall be placed a minimum of 50 feet from locations that currently support Butte County checkerbloom wherever possible. Where this cannot be accomplished due to physical site constraints, the buffer may be reduced, but shall remain at a minimum of 25 feet.</p>	<p>OPERATOR</p>	<p>N/A</p>	<p>TBD</p>	<p>Implement during construction; monitor monthly</p>
<p>b. Before construction of any facility at the Disc Golf/ Trailhead area in the vicinity of known locations of Butte County checkerbloom, exclusionary fencing shall be installed along a 25-foot buffer around the outer perimeter of the occurrence. Exclusionary fencing shall be installed under the guidance of a qualified botanist before commencement of construction to keep workers and equipment from disturbing existing Butte County checkerbloom plants. The fencing shall be kept in place and periodically inspected and repaired, if necessary, for the duration of construction.</p>	<p>OPERATOR</p>	<p>OPERATOR</p>	<p>TBD</p>	<p>Implement prior to construction; monitor monthly during construction.</p>
<p>c. The Disc Golf/Trailhead Area Concept Plan shall restrict foot traffic to clearly defined trails and disc golf features. Trails shall be constructed as narrow as possible to avoid degradation of suitable habitat for Butte County checkerbloom (and other special status plant species). Where existing disc golf structures and trails in the vicinity of existing locations of Butte County checkerbloom will be decommissioned, barriers (such as boulders) shall be placed to discourage use of these trails and structures.</p>	<p>OPERATOR with qualified botanist</p>	<p>OPERATOR</p>	<p>TBD</p>	<p>Implement during construction; monitor monthly during construction</p>

OPERATING AGREEMENT FOR RECREATIONAL SERVICES IN BIDWELL PARK (CITY OF CHICO/OUTSIDE RECREATION ADVOCACY, INC)

ITEM 22 EXHIBIT A  
EXHIBIT B

Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
d. Permanent signage at the trailhead/rest area shall be installed to inform Park users of the presence and sensitivity of Butte County checkerbloom (and other sensitive resources) on the site.	OPERATOR	OPERATOR	TBD	Install after construction; monitor signage annually.
e. As provided in Appendix H of the BPMMP, alternate pin locations for Holes 3 and 4 of the long course shall be used from March 1 through July 1 to provide further assurance that potential disturbance of nearby checkerbloom plants during the active growth and blooming period of the plants is minimized.	OPERATOR  Clarification – The alternate pin location is for Hole 3. There is an alternate Tee location for Hole 4. For Hole 13, the winter fairway will become the all season fairway unless site conditions dictate require changing tee locations. This item is not referenced.	OPERATOR/CITY	TBD	Implement and monitor annually
f. Per Plant Objective P-8 of the BPMMP, an adaptive management program shall be implemented that relies on periodic data collection on the distribution of Butte County checkerbloom at the Disc Golf/ Trailhead site. The goal of this adaptive management program shall be to document and monitor changes in the existing population of Butte County checkerbloom over time. The adaptive management plan is intended to address the fact that, notwithstanding the buffers and signage, the CITY cannot guarantee that the use of the park will not disturb Butte County checkerbloom	OPERATOR	OPERATOR	TBD	Monitor annually

OPERATING AGREEMENT FOR RECREATIONAL SERVICES IN BIDWELL PARK (CITY OF CHICO/OUTSIDE RECREATION ADVOCACY, INC)

ITEM 22 EXHIBIT A  
EXHIBIT B

Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
<p>g. If data collection indicates a decline in existing populations after implementation of the Disc Golf/Trailhead Area Concept Plan and Plant Objective O. P-8 of the BPMMP, relocation of trails or disc golf structures in the vicinity of these populations, or other management strategies that would benefit the plants based on the data collected, shall be implemented. This strategy would implement Plant Objective P-7 and Plant Implementation Strategies and Guidelines I. P-3 and I. P-4 of the BPMMP. The overall goal of the adaptive management strategy shall be the long-term maintenance of the same number and approximate extent of occurrences of Butte County checkerbloom as documented during the 2005 surveys.</p>	OPERATOR/CITY	OPERATOR to reimburse CITY for surveys of checkerbloom, wildflower fields (Years 1, 3 and 5 and every other year thereafter – cost est. to be \$2,000 per survey)	TBD	Monitor annually; develop program as needed
<p><b>Mitigation Measure BIO-1d: Implement Measures to Protect Bidwell's Knotweed at the Disc Golf/Trailhead Area</b></p> <p>The following measures shall be implemented to mitigate for potential direct and indirect effect to Bidwell's knotweed at the Disc Golf/Trailhead Concept Plan area:</p>	OPERATOR/CITY	OPERATOR/CITY	TBD	See below
<p>a. The Disc Golf/Trailhead Area Concept Plan shall be implemented to minimize direct and indirect impacts on Bidwell's knotweed habitat on the site. Because Bidwell's knotweed is an annual plant species, population sizes may fluctuate greatly from year to year. Therefore, simply avoiding plants that are present in a given year would not ensure that great numbers of individuals would not be affected in subsequent years. Therefore, a habitat approach shall be taken to minimize impacts on this species. This approach would entail minimizing impacts to wildflower fields, the native plant community that supports Bidwell's knotweed.</p>	OPERATOR/CITY of Chico	OPERATOR/CITY	During construction of Disc Golf/Trailhead Area Plans and during ongoing operation	Implement prior to and during construction; monitor weekly during construction

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<p>b. Consistent with the Disc Golf/Trailhead Area Concept Plan, trails shall generally be placed outside of wildflower fields. The Disc Golf/Trailhead Area Concept Plan shall be implemented to restrict foot traffic to clearly defined trails and disc golf structures. The number of trails dissecting wildflower fields shall be minimized to the fewest number necessary to facilitate reasonable access to the disc golf course and scenic viewpoints, and trails shall be as narrow as possible and have clearly marked edges to reduce widening and discourage users from wandering off the path. Existing trails through wildflower fields that will not be retained as part of the Disc Golf/Trailhead Area Concept Plan shall be decommissioned, and barriers (such as boulders) shall be placed just outside any points where trails enter the wildflower field community to discourage use of these trails.</p>	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement prior to and during construction; monitor monthly during construction
<p>c. Exclusionary fencing shall be installed under the guidance of a qualified botanist before commencement of construction to keep workers and equipment from disturbing wildflower field habitat intended for preservation. High priority shall be given to preserving those wildflower field communities that contained Bidwell's knotweed during surveys conducted in 2005.</p>	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement prior to construction; monitor monthly during construction
<p>d. Permanent signage at the trailhead/rest area shall be installed to inform Park users of the presence and sensitivity of Bidwell's knotweed and wildflower field habitat and to deter users from disturbing the species.</p>	OPERATOR	OPERATOR	TBD	Implement following construction; monitor signage annually

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e. Per Plant Objective O. P-8 of the BPMMP, an adaptive management program shall be implemented that relies on periodic data collection on the distribution of Bidwell's knotweed at the Disc Golf/ Trailhead site. The goal of this adaptive management program shall be to document and monitor changes in the existing population of Bidwell's knotweed over time.	CITY	CITY	TBD	Monitor annually
f. If data collection indicates a decline in the number or extent (i.e. square feet) of existing populations after implementation of the Disc Golf/Trailhead Area Concept Plan, relocation of trails or disc golf structures in the vicinity of these populations, or other management strategies that would benefit the plants based on the data collected, shall be implemented. Seasonal and annual variation of the plants in response to environmental conditions such as rainfall shall be taken into consideration when determining if a decline is occurring. This strategy would implement Plant Objective O. P-7 and Plant Implementation Strategies and Guidelines I. P-3 and I. P-4 of the BPMMP.	OPERATOR	OPERATOR to reimburse CITY for surveys of Bidwell's knotweed, wildflower fields (Years 1, 3 and 5 and every other year thereafter -- cost est. to be \$2,000 per survey)	TBD	Monitor annually; develop program as needed
Mitigation Measure BIO-2c: Implement Measures to Protect and Compensate for Loss of Vernal Pool Invertebrate and Western Spadefoot Habitat	CITY	CITY	N/A	Implement prior to and during construction; monitor as indicated below
The CITY shall ensure that the following measures are implemented to avoid, minimize, and mitigate potential project effects on vernal pool invertebrates and western spadefoot:	None exists	None exists		

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<p>a. Before any ground-disturbing project activities begin, the CITY shall retain a qualified biologist to identify and map potential habitat in areas that could be affected by the given project. The CITY shall ensure, through coordination with the biologist, that the footprint of project features and construction zones, staging areas, and access routes are designed to avoid direct or indirect effects on suitable habitat for vernal pool invertebrates and western spadefoot to the extent feasible and practicable. In addition to vernal pools, suitable habitat for western spadefoot includes the surrounding grassland matrix.</p>	<p>CITY  None exists</p>	<p>CITY  None exists</p>	<p>N/A</p>	<p>Implement prior to construction; monitor monthly during construction</p>
<p>b. If vernal pool invertebrate and western spadefoot habitat cannot be avoided, measures shall be implemented to minimize and mitigate unavoidable effects. Before beginning any ground-disturbing project activities in such habitat, USFWS shall be consulted to identify appropriate measures to minimize and compensate for adverse effects on special-status vernal pool invertebrates; DFG shall be consulted to identify measures to minimize and compensate for adverse effects on western spadefoot. Avoidance and minimization measures shall include those described in USFWS's vernal pool crustacean Programmatic Consultation (USFWS 1996a). Minimization measures for vernal pool invertebrates shall include, but would not be limited to, fencing of habitat to be avoided, timing of ground disturbance to correspond with the dry season, conducting worker awareness training, and periodic biological monitoring. Compensation shall include preservation, enhancement, and/or creation of suitable habitat in areas that currently, or could in the future, support special-status invertebrate and/or spadefoot populations.</p>	<p>None exists</p>	<p>None exists</p>	<p>N/A</p>	<p>Implement prior to construction</p>



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c. Authorization for take of vernal pool invertebrates under ESA shall be obtained if it is determined that implementation of a program component is likely to result in take, despite implementation of avoidance and minimization measures.	CITY None exists	CITY None exists	N/A	Implement prior to construction
d. All other measures developed through informal consultation with USFWS and DFG shall be implemented, as well as any additional measures adopted through a formal permitting process, if applicable.	CITY None exists	CITY	N/A	Implement prior to construction; during and after construction; monitor as required
Measures to Protect Nesting Raptors and Burrowing Owls  The following measures shall be implemented to minimize and mitigate the potential disturbance of nesting raptors and burrowing owls.	See below	See below	See below	See below
<b>Mitigation Measure BIO-2d(1): Protect Tree-Nesting Raptors</b>  a. Before project construction, it shall be determined whether any construction or tree removal is proposed during the raptor nesting season ( <u>February 1 to August 31</u> ). If no construction or tree removal will occur during the raptor nesting season, no further mitigation shall be necessary.	OPERATOR/CITY  (construction)	OPERATOR/CITY	Before and during construction during the breeding season of tree-nesting raptors	Implement prior to construction
b. If construction or tree removal is proposed during the raptor nesting season, a focused survey for special-status and common raptor nests shall be conducted by a qualified biologist during the nesting season to identify active nests within 500 feet of the project area. The survey shall be conducted no less than 14 days and no more than 30 days before the beginning of construction or tree removal.	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement prior to construction

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<p>c. If nesting raptors are found during the focused survey, impacts shall be avoided by establishment of appropriate buffers. No project activity shall commence within the buffer area until a qualified biologist confirms that the nest is no longer active. The DFG guidelines for a 500 foot buffer will be implemented, but the size of the buffer may be adjusted if a qualified biologist determines a greater or lesser buffer would be appropriate and DFG concurs with any determination for a lesser buffer. The CITY shall coordinate with DFG on the appropriate buffer width for each species documented. Monitoring of the nest by a qualified biologist may be required if the activity has potential to adversely affect the nest or disturb the birds using the nest to the point of causing nest failure.</p>	OPERATOR/CITY	● OPERATOR/CITY	TBD	Implement during construction
<p><b>Mitigation Measure BIO-2d(2): Protect Peregrine Falcon</b></p> <p>a. If construction at the Disc Golf/Trailhead Area Concept Plan site is to occur during the peregrine falcon breeding period (generally February 1 to June 30), an appropriate buffer around the southern cliff edge shall be determined by a qualified biologist and construction activities shall be avoided within the buffer zone unless a qualified biologist confirms there is no active nest on the cliff.</p> <p>b. If construction commences between June 30 and February 1, no buffer will be necessary.</p>	<p>No Trees to be removed for disc golf.</p> <p>OPERATOR - biologist</p>	<p>OPERATOR</p> <p>OPERATOR</p>	<p>Before and during construction during the breeding season of peregrine falcons known to nest below the South Rim</p> <p>TBD</p>	<p>Implement during construction</p> <p>Implement during construction</p>

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<p><b>Mitigation Measure BIO-2f: Implement Measures to Protect Other Special-status Nesting Birds</b></p> <p>The following measures shall be implemented to minimize and mitigate the potential disturbance of nesting special-status birds (February to August).</p>	OPERATOR - biologist	See below	Before and during construction during the breeding season of yellow warbler, yellow-breasted chat, and loggerhead shrike.	
<p>a. The CITY shall design Park Improvement Projects to minimize disturbance and removal of nesting habitat for special-status nesting birds to the extent feasible and practicable. Nesting habitat that cannot be avoided shall be removed during the non-nesting season, to the extent feasible and practicable.</p>	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement during construction
<p>b. To avoid potential impacts to active nests of special-status birds, a qualified biologist shall conduct preconstruction surveys to identify active special-status bird nests within 500 feet of construction areas. The survey shall be conducted no more than 10 days before project activities begin. If an active nest is found, an appropriate buffer to minimize impacts shall be determined by a qualified biologist in coordination with DFG. No project activities shall commence within the buffer area until a qualified biologist confirms that the nest is no longer active or the birds are not dependent upon it. The size of the buffer may vary, depending on the nest location, nest stage, and construction activity.</p>	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement prior to construction
<p><b>Mitigation Measure BIO-3c: Implement Measures to Protect Oak Woodland</b></p> <p>The following measures shall be implemented to mitigate potential impacts on oak woodlands resulting from implementation of the Disc Golf/Trailhead Area Concept Plan:</p>	OPERATOR	OPERATOR	Before and during construction activities within or in the immediate vicinity of oak woodland habitat; ongoing for site management of the Disc Golf/ Trailhead Area Concept Plan site.	See below

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<p>a. Where possible, trails, improvements, and facilities shall be constructed outside of oak woodlands. The number of trails dissecting oak woodlands shall be minimized to the fewest number necessary to accomplish the goals of the site-specific Park Improvement Projects. The width of trails through oak woodlands shall be minimized and trails shall have clearly marked edges that discourage trail widening and deter users from straying off the designated trail.</p>	OPERATOR – biologist	OPERATOR	TBD	Implement during construction
<p>b. Trails through oak woodlands that are decommissioned as part of a site-specific Park Improvement Project shall be reclaimed using barriers (such as boulders) to discourage continued use of these trails.</p>	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement during and following construction; monitor annually
<p>c. Grading, trenching, equipment storage, and other soil-disturbing or compacting activities shall not occur within the drip lines of oak trees. New structures and impervious-surface materials shall not be placed in the drip lines of oaks, except where deemed necessary to reduce the footprint size of trees as part of the proposed Disc Golf/Trailhead Concept Plan and to reduce soil compaction.</p>	OPERATOR	OPERATOR	TBD	Implement during and following construction; monitor monthly during construction
<p>d. To ensure that the drip lines of oaks are not disturbed during construction, protective fencing shall be installed, under the guidance of a qualified botanist, certified arborist, or Registered Professional Forester, at least 1 foot beyond the outer edge of the drip lines of all oaks that grow within the construction zones of the site-specific Park Improvement Projects, and no project activities shall be allowed within these exclusion zones, unless specifically required as part of project construction.</p>	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement prior to and during construction; monitor monthly during construction

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e. The oak woodland management guidelines contained in Section 3 of the NRMP (Appendix C of the BPMMP) shall be implemented. These guidelines include recommendations for sustaining oak woodlands, initiating a burning program, and maintaining the oak landscape.	OPERATOR/CITY	OPERATOR/CITY	TBD	During and following construction
In addition to the measures outlined above, the following additional measures shall be implemented in connection with development and ongoing maintenance of the proposed Disc Golf/Trailhead Concept Plan to protect oaks and to mitigate for any unavoidable loss resulting from mortality over time. These measures are based on site observations, oak woodland management guidelines provided by DFG, and measure recommended in the tree assessment (Appendix E4):	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement during and following construction
f. Any modification to the proposed design and layout of the site shall be subject to the same impact avoidance and minimization criteria as the initial design;	OPERATOR/CITY	OPERATOR-CITY	TBD	Implement during and following construction
g. Information describing the value of native oak trees and the importance of the preservation and protection of oak woodland for wildlife habitat and the aesthetic values of Bidwell Park shall be provided at the informational kiosk at the Disc Golf/Trailhead area site. The information shall discuss the importance of avoiding direct impacts resulting from bark and limb damage as well as indirect effects such as soil compaction/root damage and shall encourage site users to act responsibly and prevent adverse effects.	OPERATOR - CITY	OPERATOR to reimburse CITY for surveys of oaks (Years 1, 3 and 5 and every other year thereafter – cost est. to be \$1,000 per survey	TBD	Implement following construction; inspect signage annually
h. In cases where disc golf pins are located within groves of oak trees or oak trees are within fairways, measures to protect the tree trunks such as the installation of shielding pole structures shall be implemented. Installation shall be implemented without damage to the root zone, and in a manner that preserves the visual character of the site.	OPERATOR /CITY	OPERATOR/CITY	TBD	Implement during and following construction; monitor annually

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i. In cases where trees or trails are located within drip lines of oaks or in the immediate vicinity of drip lines, a 6 inch layer of woodchip mulch shall be applied to a 20' radius around the trees and on the trails to minimize soil compaction; this layer shall be maintained on an ongoing basis, as needed, to ensure continued protection of the root zones.	CITY	CITY	TBD	Implement during and following construction; monitor annually
j. Periodic monitoring of the oaks at the site shall be conducted to determine if any unavoidable impacts are occurring as a result of site use, in spite of the impact minimization measures.	OPERATOR	OPERATOR	TBD	Monitor at least twice yearly following construction
k. Any unavoidable impacts to oaks resulting from construction, or tree mortality resulting from ongoing use of the site shall be mitigated by replanting oak woodland habitat at the Disc Golf/Tailhead site in areas located outside of the footprint of facilities and trails in areas not currently occupied by other sensitive resources and suitable to support blue oak woodland.	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement as needed after construction
l. Oak planting should be from seeds (acorns) or seedlings that are obtained from the local genetic stock and should be of the same species as those targeted for replacement. Replacement ratios shall be at least 5:1 for trees lost/replaced that are greater than 5 inches diameter at breast height.	OPERATOR/CITY	To be accomplished above  B10-3c-f	TBD	Implement and monitor as needed after construction
m. Oak plantings shall be protected from browsing, planted on the north and east side of existing trees, and irrigated during the first few years as outlined in the oak assessment (Appendix E4) to enhance their chance of survival.	OPERATOR/CITY Relating to disc golf facilities only.	OPERATOR/CITY	TBD	Implement and monitor as needed after construction
n. Replacement plantings shall be monitored for their success for a period of five years or until the desired performance criterion of 5:1 is achieved, whichever is longer. If planting does not succeed, remedial actions such as replanting shall be implemented.	OPERATOR/CITY	OPERATOR/CITY	TBD	Monitor yearly after planting for five years or until success criteria are achieved

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n. If requested, community/user group stewardship of the plantings shall be allowed to contribute to restoration/reevegetation efforts under guidance and supervision by CITY staff.	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement after construction
<b>Mitigation Measure BIO-3d: Implement Measures to Protect Wildflower Fields</b>  The following measures shall be implemented to minimize potential disturbances to wildflower field communities resulting from implementation of the Disc Golf/Trailhead Area Concept Plan:	OPERATOR/CITY	OPERATOR/CITY	Before and during construction of components of the Disc Golf/Trailhead Area Concept Plan that occur within the immediate vicinity of wildflower fields	See below
a. Mitigation Measure BIO-1d shall be implemented to minimize adverse effects on wildflower fields resulting from implementation of the Disc Golf/Trailhead Area Concept Plan.	OPERATOR/CITY	OPERATOR/CITY	TBD	Implement during construction; monitor as indicated above
b. Whenever possible, trail segments, site improvements, facilities and other design features shall be located to minimize impacts to wildflower fields.	CITY of Chico	CITY of Chico	TBD	Implement prior to and during construction; inspect monthly during construction
c. Exclusionary fencing shall be installed under the guidance of a qualified botanist before commencement of construction to keep workers and equipment from disturbing wildflower field habitat intended to be preserved on the project sites (some areas may be lost, consistent with site design).	OPERATOR	OPERATOR	TBD	Implement prior to and during construction; inspect monthly during construction
d. The number of trails dissecting wildflower fields shall be minimized to the fewest number necessary to accomplish the goals of the site-specific Park Improvement Projects.	OPERATOR	OPERATOR	TBD	Implement prior to and during construction

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e. Trails through wildflower fields shall be as narrow as possible and shall have clearly marked edges that discourage trail widening and deter users from straying off the designated trail.	● OPERATOR/CITY	OPERATOR/CITY	TBD	Implement prior to and during construction
f. Existing trails through wildflower fields that will not be retained as part of the site-specific Park Improvement Projects shall be reclaimed using barriers (such as boulders) to discourage use of these trails. If these reclaimed trails fail to revegetate on their own over time, re-seeding may be considered.	OPERATOR/CITY	OPERATOR/CITY	TBD	Prior to, during and after construction; monitor annually
g. Permanent signage shall be installed at kiosks located at the Disc Golf/Trailhead Area Concept Plan site to inform Park users of the presence and sensitivity of the wildflower field community and discourage visitors from off-trail use and trampling of vegetation.	OPERATOR	● OPERATOR	TBD	Install after construction; monitor annually
<b>Mitigation Measure BIO-4: Implement Measures to Protect Jurisdictional Wetlands</b>  The following measures shall be implemented to mitigate impacts on waters of the United States:  a. Before the implementation of specific components of the Disc Golf/Trailhead Area Concept Plan that occur in the immediate vicinity of wetlands or other waters of the United States, a delineation of waters of the United States, including wetlands, that would be affected by the proposed projects shall be made by qualified biologists through the formal Section 404 wetland delineation process. The delineation shall be submitted to and verified by USACE.	CITY  None exists	None exists	Before and concurrent with any component of the Disc Golf/Trailhead Area Concept Plan that involve ground-disturbing activities in or near jurisdictional wetlands and/or waters of the state	Implement prior to construction



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b. If, based on the verified delineation, it is determined that fill of waters of the United States would result from implementation of any of the site-specific Park Improvement Projects, authorization for such fill shall be secured from USACE through the Section 404 permitting process.	CITY	CITY	N/A	Implement prior to construction  N/A
c. The acreage of waters of the United States, including wetlands, that would be adversely affected by project construction shall be replaced or restored/enhanced on a "no net loss" basis in accordance with USACE regulations and CITY General Plan Policy OS. G-9. Habitat restoration, enhancement, and/or replacement shall be at a location and by methods agreeable to USACE, as determined during the Section 404 permitting process.	CITY of Chico  None Exist	CITY of Chico	N/A	Implement prior to construction  N/A
d. Purchasing credits at a mitigation bank is the CITY's preferred method of mitigation.	N/A	N/A	N/A	Implement prior to construction  N/A
e. Concurrently with the CWA Section 404 permit, the CITY shall obtain CWA Section 401 Clean Water Certification from the Central Valley RWQCB before project implementation.	N/A	N/A	N/A	Implement prior to construction  N/A

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e. The CITY shall also coordinate with the Central Valley RWQCB regarding any wetland features that are not subject to USACE jurisdiction under Section 404 of the CWA, but may be subject to State regulation under the Porter Cologne Act. All conditions required by the RWQCB as part of the Section 401 Water Quality Certification process or Porter Cologne permitting process shall be implemented.	N/A	N/A	N/A	Implement prior to construction  N/A
<b>CULTURAL RESOURCES</b>				
<b>Mitigation Measure CUL-1: Protect Historic and Unique Archaeological Resources from Impacts</b>  The CITY shall implement the following mitigation to reduce potential direct impacts on historic and unique archaeological resources:	CITY of Chico	CITY of Chico	During final design of projects and during construction activities	See below
a. Consistent with the policies of the BPMMP, a qualified archaeologist shall conduct a cultural resources assessment of the proposed project site during project planning and design. For the Trails Plan, this can be accomplished on a segment by segment basis.	Done	CITY	N/A	This part of the measure has been completed
b. If cultural resources are documented in the planning area, they shall be evaluated for their significance.	Done	CITY	N/A	This part of the measure has been completed
c. If it has been determined by a qualified archaeologist that a cultural resource is significant, the project shall be designed or redesigned to avoid these cultural resources to the greatest extent feasible.	Done	CITY	N/A	This part of the measure has been completed
d. If avoidance of significant sites is not feasible, mitigation in the form of data recovery shall be applied to archaeological sites.	CITY – none known	CITY	TBD	Implement during construction; monitor monthly

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<p>e. For portions of the Humboldt Wagon Road that cannot be avoided during implementation of the Disc Golf/ Trailhead Concept Plan, impacts would result in destruction of a portion of the route and intrusion of newer elements that would alter the immediate surroundings. As outlined in the management plan (see Jensen, et al. 1996; Table 2), this segment of the road appears significant based upon the associated archaeological deposit (NRHP Criterion D/CRHR Criterion 4), which will not be impacted by construction, and the association of the wagon road with John Bidwell. As currently designed, neither Alternative A nor Alternative B will result in destruction or alteration of the surroundings of the archaeological deposit, and would impact only a percentage of the route associated with the original person responsible for its construction, John Bidwell. The surrounding environment of this segment of the route has been previously impacted by construction of a more recent dirt road that parallels the contemporary route of Highway 32, such that the immediate surroundings have been altered from what was present during the historic period. Therefore, because neither alternative would impact the archaeological deposit or substantially impair the significance of the resource as it relates to its association with a person of historic importance (NRHP Criterion B/CRHR Criterion 2), both alternatives would result in less-than-substantial adverse changes in the significance of this resource.</p>	<p>Will be preserved –</p>	<p>CITY</p>	<p>TBD</p>	<p>Implement during construction; monitor monthly</p>
<p>f. Mitigation of any adverse changes resulting from direct impacts caused by implementation of the Disc Golf/Trailhead Area Concept Plan shall take the form of interpretive signage presenting an historic overview and the historic importance of the Humboldt route.</p>	<p>CITY if needed</p>	<p>CITY</p>	<p>TBD</p>	<p>Install signage after construction; monitor annually</p>

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<p><b>Mitigation Measure CUL-2b: Protect Human Remains from Vandalism and Inadvertent Destruction</b></p> <p>a. In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities related to implementation of the Disc Golf/Trailhead Area Concept Plan Project, all such activities in the vicinity of the find shall be halted immediately and the CITY or the CITY's designated representative shall be notified. The CITY shall immediately notify the county coroner and a qualified professional archaeologist. The coroner shall examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she shall contact the Native American Heritage Commission (NAHC) by phone within 24 hours of making that determination (Health and Safety Code).</p>	CITY	OPERATOR - CITY	During construction activities	Implement during construction
<p>Section 7050[c]). The responsibilities of the CITY for acting upon notification of a discovery of Native American human remains are identified in detail in the California Public Resources Code Section 5097.9. The CITY or its appointed representative (Park Director) and the professional archaeologist shall consult with a Most Likely Descendant (MLD) determined by the NAHC regarding the removal or preservation and avoidance of the remains and determine whether additional burials could be present in the vicinity.</p>	CITY	CITY	During construction activities	Implement during construction

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Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
<b>HYDROLOGY</b>				
<p><b>Mitigation Measure HYDRO-1b: Comply with Water Quality Standards and Waste Discharge Requirements</b></p> <p>When required, the CITY shall obtain a General Permit for Discharges of Storm Water associated with Construction Activity (Construction General Permit), which pertains to water pollution resulting from project construction. In compliance with permit requirements, the CITY shall file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) and prepare a Storm Water Pollution Prevention Plan (SWPPP) before commencement of construction activities. The SWPPP will incorporate BMPs to prevent, or reduce to the greatest extent feasible, adverse effects on water quality from erosion and sedimentation. In addition, all new trails shall be designed, constructed, and maintained per the CITY's Trails Manual.</p>	OPERATOR – CITY	OPERATOR-CITY	Before commencement of construction activities	Implement and monitor as indicated in SWPPP
<b>NOISE</b>				
<p><b>Mitigation Measure Noise-1: Construction Related Noise</b></p> <p>The following measures shall be implemented to mitigate for construction noise control associated with the Disc Golf Trailhead Area Concept Plan Project:</p>	CITY	CITY	During construction of Park Improvement Projects	N/A
<p>a. Construction equipment shall be properly maintained and equipped with noise control, such as mufflers, in accordance with manufacturers' specifications</p>	OPERATOR	OPERATOR	TBD	N/A
<p>b. Construction activities shall be limited to the hours of 7:00 a.m.–9:00 p.m., Monday through Saturday, and to 10:00 a.m.–6:00 p.m. on Sundays and holidays.</p>	OPERATOR	OPERATOR	May vary with approval of CITY	N/A
<p>c. Construction equipment shall be arranged to minimize travel adjacent to occupied residences and turned off during prolonged periods of non-use.</p>	OPERATOR	OPERATOR	TBD	N/A

ITEM 22 EXHIBIT A  
EXHIBIT B

Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
<p><b>TRAFFIC</b></p> <p>Mitigation Measure Traffic-4: Coordinate with Caltrans</p> <p>a. To address the potential increase in traffic hazards resulting from implementation of the Disc Golf/Trailhead Area Concept Plan, the CITY shall coordinate with Caltrans to obtain an encroachment permit for construction of the site access and parking lot for the Disc Golf/Trailhead area. As part of the consultation with Caltrans, the CITY shall address the potential need for additional signage and/or a left turning lane to address traffic safety along SR 32. The CITY shall implement any measures deemed necessary by Caltrans as a condition of the encroachment permit or as a result of the consultation on safety.</p>	CITY	CITY	Prior to construction of the Disc Golf/Trailhead Area Concept Plan	N/A

ITEM 2.2 EXHIBIT A

OPERATING AGREEMENT  
FOR RECREATIONAL SERVICES IN BIDWELL PARK  
(CITY OF CHICO/OUTSIDE RECREATION ADVOCACY, INC.)

EXHIBIT C

FOUR-YEAR IMPLEMENTATION PLAN

	<u>Years(s)</u>
1. Complete Phase 1 - 18-hole long course	18 months from City's Authorization to Proceed
2. Complete Phase 2 - 18-hole off site targets	18 months from City's Authorization to Proceed
3. Complete Phase 3 - 12-hole short course. (When triggered by Implementation plan)	May 19, 2014

Exhibit C-1

ITEM 2.2 EXHIBIT A

OPERATING AGREEMENT  
FOR RECREATIONAL SERVICES IN BIDWELL PARK  
(CITY OF CHICO/OUTSIDE RECREATION ADVOCACY, INC.)

EXHIBIT D  
ANNUAL CALENDAR OF IMPLEMENTATION AND CHECK-LIST

By 1 December of every Agreement Year	Operator will submit to City its proposed work plan for capital improvements.
By 1 October of the last year of term	Operator or City must notify the other party of its intention in appropriate years to exercise its option to extend the term of this Agreement.
By 1 January of each agreement year	City will advise Operator of the acceptance Operator's work plan Agreement Year for improvements or will notify Operator that such plan is unacceptable and, at City's discretion, will request changes by Operator or refer the matter to a mediation panel.
On or before 1 May of each agreement year	Representatives of City and Operator will meet, confer and coordinate of each Agreement Year regarding site activities and management issues.
By December 1, 2011	City decide on location for off-site short course and communicate in writing same to Operator.
By January 15, 2012	If authorized, Operator will submit implementation plan for Hwy 32 12 hole short course.
By May 19, 2014	City Council determination of alternate location for short disc golf course, if needed .

Exhibit D-1



ITEM 2.2 EXHIBIT B

**STATUS OF COMPLIANCE WITH ORAI DISC GOLF AGREEMENT – REVISED 2/20/20**

The City and ORAI entered into an Agreement for the construction, maintenance, and monitoring of the Disk Golf site on June 18, 2010. The following table summarizes the sections from the Agreement and ORAI’s compliance as of December 2019.

Section	Category	Requirement	Performance/Observations
2	SCOPE OF USE	<p>The Disc Golf area may be occupied and used by ORAI solely to conduct the following Recreational Services in Bidwell Park limited to:</p> <ol style="list-style-type: none"> <li>1. 18-hole disc golf long course consistent with City Council approval on May 19, 2009, the BPMMP, EIR, and MMMP.</li> <li>2. 12-hole disc golf short course. ORAI understands that City Council approved the 12-hole disc golf short course for a period of up to five-years from the date of City Council approval during which time a search for a replacement short course will be conducted;</li> <li>3. All Recreational Activities and availability of the premises shall be subject to weather conditions based on the City of Chico Bidwell Park Wet Weather Policy; and</li> <li>4. Operator may sell non-food items including, but not limited to, hats, T-shirts, and discs, for the benefit of Operator’s non-profit organization at games and exclusive use days.</li> </ol>	<ol style="list-style-type: none"> <li>1. ORAI developed and operated the 18-hole disc golf long course consistent with City Council approval on May 19, 2009. Course was completed in February 2011.</li> <li>2. Instead of operating the 12-hole disc golf short course on the Hwy 32 site for the approved 5-year period, ORAI and the City closed the short course in 2010.</li> <li>3. Although approved by Council and provided in the Agreement, ORAI has chosen not to exercise the provision to re-establish the course at the Hwy 32 site even though a suitable alternate location for the 12-hole short course has not been determined. As an alternative, Sherwood Forest in Hooker Oak Park is also being heavily used and maintained by CARD and ORAI</li> <li>4. The long course is subject to wet-weather policies and the City has observed general compliance by ORAI club members, but the course is also used by a lot of out of town guests that may not know the rules.</li> </ol>
4	PERMISSION NOT EXCLUSIVE (TOURNAMENT LIMITATIONS)	<ol style="list-style-type: none"> <li>1. Permit other persons to conduct Recreational Services.</li> <li>2. Exclusive use of each course for up to 10 days/yr. ORAI will:               <ol style="list-style-type: none"> <li>a. Limit the number of players to 90 during tournaments;</li> <li>b. End tournaments by 5:00 p.m.</li> <li>c. Not hold tournaments during state holidays; and</li> <li>d. Ability to reschedule tournaments that are cancelled due to weather</li> </ol> </li> <li>3. Submit a list of the exclusive use dates to City on an annual basis on or before February 1 of each year.</li> </ol>	<p>Orai is in compliance with these provisions. Rangers contacted ORAI on only one scheduled event on a closed trail day to redirect the event to another site. City has not received permit applications from other users to use the facility.</p>

ITEM 2.2 EXHIBIT B

**STATUS OF COMPLIANCE WITH ORAI DISC GOLF AGREEMENT – REVISED 2/20/20**

5	CONSIDERATION	<ol style="list-style-type: none"> <li>1. Implement the MMMP</li> <li>2. Submit annual report</li> <li>3. Publicize availability.</li> </ol>	<p>ORAI has conducted maintenance of infrastructure and submitted annual reports each year. ORAI has continued to fundraise and promote proper use of the Disc Golf Course. These activities can be found in the ORAI annual reports.</p>
6	GENERAL PUBLIC AVAILABILITY REQUIREMENTS	<p>The premises shall available to the general public for recreational purposes at all times, except on Operator's exclusive use days.</p>	<p>The premises remain available to all members of the public, which include mountain bikers, hikers, bird and native plant enthusiasts, etc..</p>
11	IMPLEMENTATION AND CONSTRUCTION	<ol style="list-style-type: none"> <li>1. Construct 18-Hole Disc Golf Long Course and 18 Disc Golf Targets</li> <li>2. Relocate Disc Golf Short Course by 2014.</li> </ol>	<p>Completed. ORAI complied with the terms and conditions of the Long Course Planning and Construction. ORAI also removed the targets on the Short Course in 2010. The short course has not been relocated.</p>
12	MITIGATION AND MONITORING REQUIREMENTS	<p>Prior to construction and annually thereafter, City agrees to collect data pursuant to Mitigation Measure B10-1B-F, Mitigation Measure B10-1D-E, and Mitigation Measures B10-3C-F and -K, required by and in accordance with the MMMP. However, Operator agrees to reimburse City for costs associated with annual data collection of Checkerbloom, Knotweed/Wildflowers, and Blue Oaks for <b>Years 1, 3 und 5 and every other year thereafter in an amount not to exceed \$5,000/year</b>. During the initial, or any extended term of this Agreement, the "not to exceed amount" shall be increased annually by three percent (3%), currently at \$6,149/yr.</p>	<p>In progress. Despite only being required to fund the surveys every other year, ORAI funded the detailed botanical and oak monitoring surveys from 2011-2015. The costs of the studies have increased each year. In 2016, the P&amp;NRM requested that only knotweed data be collected and with no detailed report. ORAI paid for this data collection. In April 2017, Interim P&amp;NRM contacted Northern Land Trust to conduct the botanical studies but was told they were unavailable. Studies were conducted in 2018 and 2019 paid by the City primarily due to Stoney Fire. ORAI's total contribution toward surveys from 2011-2016 is \$48,587 while the required amount that should have been paid under the Agreement should have been \$14,481 (2011, 2013, and 2015).</p>
13	REUMBURSEMENT	<ol style="list-style-type: none"> <li>1. City Council authorized reimbursement to ORAI for up to \$52,000 (approximately 50% of Hwy 32 site development cost of \$84,000, plus installation of disc golf targets in local parks) of Prop 40 grant funds for construction of the 18-hole disc golf long course and placement of disc golf targets at alternative locations outside of Bidwell Park. \$7,200.00 of grant funds was to be used to install targets at the park locations.</li> <li>2. ORAI to provide up to \$52,000.00 in matching funds, in money, or equivalent value of supplies, materials, services, and volunteer time. Volunteer time shall be valued at a per hour rate based on the current or revised rate for California set fort at <a href="http://www.independentsector.org">www.independentsector.org</a>.</li> </ol>	<ol style="list-style-type: none"> <li>1. ORAI was reimbursed \$41,997 (50% of total costs) for the construction of the 18-hole course and the installation of baskets at the following locations:             <ol style="list-style-type: none"> <li>a. In 5 Neighborhood Parks</li> <li>b. 20<sup>th</sup> Street Community Park</li> <li>c. Hooker Oak Park</li> </ol> </li> <li>2. ORAI, through local sponsors and volunteers, donated nearly 2,000 volunteer hours toward the development of Hwy 32 site and the park targets, in addition to providing its 50% share of the construction costs. As reported in the annual reports from 2011-2019, ORAI also provided cash and in-kind contributions in the amount of \$148,055. This includes the cost of the mitigation studies, maintenance supplies, insurance, and 4,036 hours of volunteer labor at an average value rate \$24 per hr.</li> </ol>

ITEM 2.2 EXHIBIT B

**STATUS OF COMPLIANCE WITH ORAI DISC GOLF AGREEMENT – REVISED 2/20/20**

14	MAINTENANCE AND REPAIR	ORAI shall, at its sole cost and expense, maintain the premises and all disc golf improvements thereon and appurtenances thereto in good repair and in at least as good condition as that in which they were delivered, ordinary wear and tear excepted.	ORAI has completed ongoing repairs to infrastructure, removed graffiti, installed signage, and encouraged users to pick up trash on a regular basis. The infrastructure is in good shape, except for the need for better tree protection designs, installation of mulch, installation of alternative basket locations, and decommissioning of rogue trails/erosion caused by all users. Due to the increased multi-use of the site and based on the Mitigation & Monitoring Plan, maintenance responsibilities lie with both the City and ORAI. In 2019, trees were wrapped with plastic fencing, alternative basket locations were identified for 15 holes, tee signposts were installed for all holes, split rail fencing and straw waddles were used to protect sensitive areas and delineate trails. Replenishment of mulch and additional waddles and split rail on the back of the course, and signage throughout are still needed.
17	ALTERATIONS OR ADDITIONS	All improvements and modifications to the premises made by ORAI will be done in accordance with City approved plans.	ORAI has implemented improvements according to City approved plans and in compliance with the BPMMP as approved by the City.
18/19	INDEMNIFICATION/ INSURANCE	<ol style="list-style-type: none"> <li>1. ORAI shall indemnify City, its boards, commissions, and members, its officers, agents, and employees, against all liability or damages, costs, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or in any way connected with construction, alterations or additions to premises performed by Operator, and any injuries caused by or related to Operator's equipment on premises, and any injuries.</li> <li>2. ORAI shall, at its sole cost and expense, obtain commercial general liability insurance 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.</li> </ol>	ORAI has continued to provide the required insurance and indemnification provisions every year from 2010 to 2019 per the ORAI agreement.