



CITY OF CHICO
BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC)

Regular Meeting Agenda

3/26/18, 6:30 pm

Old Municipal Building, 2nd Floor Conference Room - 441 Main Street

**** Please note change in venue ****

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

1. REGULAR COMMISSION MEETING

1.1. Call to Order

1.2. Roll Call

2. CONSENT AGENDA

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

2.1. Permit for Hooked on Fishing Not on Drugs Event – Horseshoe Lake (5/19/18)

Pete Giampaoli (Applicant) requests a permit to host a free fishing derby called for children ages 4-12 years old at Horseshoe Lake in Middle Park, which is not an intensive use area. This over 30 year event will also need approval to stock Horseshoe Lake with approximately 8,000 pounds of catfish. **Recommendation:** Conditional approval.

3. ITEMS REMOVED FROM CONSENT – IF ANY

4. NOTICED PUBLIC HEARINGS – NONE

5. REGULAR AGENDA

5.1. CONSIDERATION OF CHICO AREA RECREATION DISTRICT'S (CARD) REQUEST TO INSTALL IMPROVEMENTS AT SYCAMORE FIELD.

The Chico Area Parks and Recreation District (CARD), which has a long-term lease with the City for use of the Sycamore Field in Lower Bidwell Park, requests BPPC approval to make four (4) improvements to the field provide increased public safety and a better playing experience for the Chico Senior Softball League.

Recommendation: Review and consider for approval Sycamore Field improvements requested by CARD and CSSC.

5.2. UPDATE ON THE PEREGRINE POINT DISC GOLF/TRAILHEAD MITIGATION AND MONITORING PLAN

At the 1/29/18 BPPC meeting, Staff provided the 2016-2017 Mitigation and Monitoring Report for the Peregrine Point Disc Golf/Trailhead Area located on the southside of Upper Bidwell Park on Highway 32. The Commission requested Staff to provide more information on Outdoor Recreation Advocacy, Inc. (ORAI's) compliance with their Operating Agreement, and to provide details on when the proposed mitigation measures would be implemented.

Recommendation: No formal action is required. The BPPC is requested to review and provide comments to Staff on this report.

6. **BUSINESS FROM THE FLOOR**

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

7. **REPORTS**

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

7.1. Parks Division Report – Linda Herman, Park and Natural Resource Manager.

7.2. Street Tree Division Report – Richie Bamlet, Urban Forest Manager.

7.3. Park & Natural Resource Manager Report (**Verbal Report**), if applicable

8. **ADJOURNMENT**

Adjourn to the next regular meeting on 4/30/18 at 6:30 P.M. in the Council Chamber of the Chico Municipal Center building (421 Main Street, Chico, California).



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



BPPC Staff Report

Meeting Date 3/26/18

DATE: 3/10/17
 TO: Bidwell Park and Playground Commission
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Permit Hooked on Fishing Not on Drugs at Horseshoe Lake, (5/19/18)

REPORT IN BRIEF:

Pete Giampaoli (Applicant) requests a permit to host a free fishing derby (Hooked on Fishing Not on Drugs), for children ages 4-12 years old, held in Middle Park at Horseshoe Lake. This event will also need the approval to stock Horseshoe Lake with approximately 8,000 pounds of catfish. **Recommendation:** Conditional approval.

Event Details

Date of Application	2/21/2018
Date of Event	5/19/2018
Time of Event	7:00 AM – 1:00 PM
Event Name	Fishing Derby
Applicant Name	Pete Giampaoli
Location	Middle Park, Horseshoe Lake
Description	Fishing derby for children 4 – 12 years old
New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Years? 30+
# Participants	1000+
Reason for BPPC Consideration?	Not an intensive use area.
BPMMP	Fishing is considered a non-intensive use, however, the large number of participants is considered an intensive use and require BPPC approval.

Conditions

Staff recommends the following conditions:

- Motorized vehicles, except for the fish delivery vehicle, are restricted to designated roadways and parking areas.
- Meet with the Parks and Natural Resources Manager as well as the Rangers with event coordinator to implement auxiliary parking. It is imperative going forward to discuss parking alternatives with Rangers.
- Applicant will review the event with rangers (including the route for the fish delivery vehicle (approved by Director).
- Applicant to consider stocking Horseshoe Lake with less fish so the issue of dead fish post event does not become problematic for the maintenance department.
- The permittee should continue to promote and use a shuttle system to bring people in from satellite parking areas to minimize impacts to roads and parking lots near Horseshoe Lake. Monitors shall organize parking and maximize available parking spaces. It is suggested that monitors communicate via radios with staff to avoid confusion and relay up to date info on parking statuses to those directing cars into the park.
- Install "No Parking" signs along Upper Park Road to prevent hazards associated with illegal parking.
- Applicant shall rope off areas not used during the event.
- Applicant shall provide a minimum of five (5) portable toilets with a minimum of two (2) ADA toilets.
- Signs shall not be affixed to trees in any fashion. Sponsor signs and advertisements must comply with all park rules.
- Styrofoam bait containers and lead sinkers are prohibited.
- Applicant shall clean shoreline and accessible vegetation of Horseshoe Lake four times (4) during the two weeks following the event, including the fishing line waste containers.
- Recommend, at applicant's expense, presence of EMS on site.

Attachments: Application and Permit for Park Use **Distribution:** Pete Giampaoli



City of Chico

APPLICATION & PERMIT FOR PARK USE

Public Works Department - Park Division

Type of Event:

PUBLIC PRIVATE

SECTION 1 - APPLICANT INFORMATION

Must be 18 or older to submit and application • No glass containers • Application fee due upon submittal •

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

PLEASE PRINT:

Pete Guampaoli
Name of Applicant/Contact Person (needed)

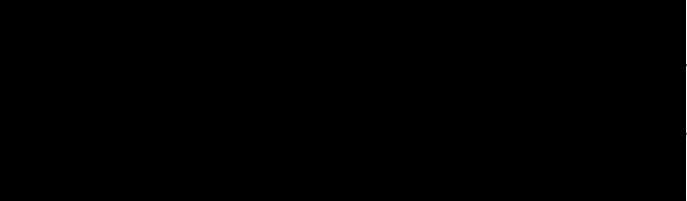
Fishing Derby
Description of Event: (family BBQ, walk/run, describe below if needed)

Hooked on Fishing Not on Drugs
Organization Name (if applicable)

Saturday May 19, 2018
Day and Date of Event

From: 7am To: 4pm
Total Time Needed for Set-up, Event, and Clean-up

From: 7am To: 1pm 1000+
Time of Event



E-mail address: [Redacted]

Contact Phone # _____ Alternate Phone # _____

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

AREA REQUESTED: (Please check if requested)

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

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

Additional Description of the Event: Annual Fishing Derby

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

SECTION 2 - PERMIT FEES

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

- Application Fee \$ 19.00 (Non-Refundable)
- Reservation Fee \$ 361 (\$11.00 minimum, please call for quote)
- Insurance Fee \$ 40 (\$40.00 to process outside insurance)
- Vendor Fee # _____ \$ _____ (\$6.00 per vendor)
- Damage Deposit \$ 100 (\$100.00 refundable)
- Early Entrance Fee \$ _____ (\$32.50/hr. public events only)
- Additional Park Use Fees \$ _____ (see fee schedule)

Additional fees for City Plaza use:

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

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

Park Fee Total: \$ 460.00
Convenience Fee: \$ _____
Total Fee Required: \$ 460.00

Credit Card and DEBIT payment will be assessed a 2.75% convenience fee.

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

City of Chico Cash Receipt No. CR428251 Payment Method: CK/1170 Date: 2/21/18 Received By: TR

SECTION 3 - CONDITIONS FOR PARK USE

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

- Alcohol** Alcohol is not permitted in any City Park or Playground.
- BBQ's** Portable BBQ's may only be used next to existing BBQ's in Lower Bidwell Park and Five Mile Recreation Areas.
- Bicycles** Must observe all California vehicular codes including one-way streets. Riders are expected to be courteous and yield to equestrian and pedestrian traffic. Helmets must be worn at all times in Upper Park, except when on pavement. Riders must stay on designated trails. Bicycle riding is not allowed in Caper Acres or on the Sycamore pool deck.
- Bounce Houses** Bounce houses and other similar play equipment are only permitted with a reservation and upon approval by the Park Division. The operators of this equipment must provide proof of insurance. Bounce houses are not allowed in Caper Acres.
- Campfires** No campfires allowed.
- Camping** No overnight camping allowed. Bidwell Park is a "day use park" only.
- Clean up** Permittee is required to completely clean up area at the conclusion of event. Additional garbage bags may be obtained from the General Services Department at time of reservation. (12R.04.180 CMC)
- Damages** Any damage to City property as a result of this event will be repaired at permittee's expense.
- Dogs** Dogs may be off leash from 5:30 AM until 8:30 AM in Lower Park -- All other times **dogs must be on a leash**. Along the north side of Upper Park Road, dogs may be "off leash" anytime. While "off leash," dogs must remain under control via master's voice. **Dogs are not allowed in Caper Acres, One-Mile or Five-Mile swimming areas, or designated swimming holes in Upper Park.**
- Electrical** All power extension cords, sound amplification equipment, and staging to be supplied by permittee. Permittee shall provide "tripping" prevention devices over power cords crossing any pathway.
- Fishing** **Big Chico Creek:** Check California Fish and Game Regulations, <http://www.dfg.ca.gov/regulations/>, Freshwater Sport Fishing, [Alphabetical List of Waters with Special Fishing Regulations](#), (20) Big Chico Creek. **Horseshoe Lake:** Age 14 and over - license, catch and release; Under 14 - no license, catch and keep.
- Gate Closures** Upper Park gate at parking area E is closed on Sundays and Mondays and during wet periods. Gates can be closed for approved special events. See www.ci.chico.ca.us/general_services_department/park_division/gate_closing_hours.asp
- Glass** No glass containers allowed in any City Park or Playground.
- Horses** Horses must stay on designated trails. Horses are not allowed in One-Mile or Five-Mile Recreation Areas. Horses must cross the creek at approved crossings. Safe and courteous riding is the Park standard.
- Noise** No loud or unusual noises are allowed, including: radios and headsets that can be heard over 50' away. Music/Amplified Sound at One-Mile Recreation Area, please, face all speakers away from Woodland Ave.
- Park Closures** Lower Park is closed from 12:00 am (midnight) until 5:00 am every day, unless directly and actively proceeding to a destination outside of the park. Upper Park is closed at **9:00pm, October – March and 11:00pm, April - September** unless posted otherwise.
- Signs/Defacing** Defacing of trees, benches, tables, any park fixtures, open ground, or paved roads/paths with markings, staples, tacks, or signs is prohibited. No pinatas, or accessories shall be affixed to trees. Only barricades, cones, or self standing devices may be used for these purposes.
- Smoking** Smoking is not permitted in any City Park or Playground.
- Swimming** While in the 1-Mile swim area compliance with lifeguards is required for public safety. Pool is open and lifeguards are on duty from Memorial Day through Labor Day.
- Vegetation** No taking, cutting or injury of any vegetation in the Park is allowed.
- Vehicle Traffic**
- While gates are closed, limited use of vehicles to set up for event is permitted. Vehicles must be in compliance with the one-way designation of the roadway, must yield to all other activities (walking, jogging, bicycling, and horseback riding), must travel with flashers on and may not exceed ten (10) miles per hour.
 - Permittee shall provide adequate signs and supervision to avoid conflicts between vehicles, bicycles, equestrians, and general public.
 - Only emergency vehicles will be allowed access through the area of South Park Drive which has been closed to motor vehicles.
 - No vehicles are permitted to travel or park on grass areas.

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

X
Signature of Applicant

SECTION 4 – INSURANCE

(to be determined by Park Office)

INSURANCE REQUIREMENTS ARE APPLICABLE TO:

- (1) All Public Events per Title 12R.08.240, and/or
- (2) All Events Public or Private where:
 - (a) Amplified sound is used -or- (b) The number of people participating amount to 101 or more.

Insurance Required

Not Required

For Insurance questions for your event, please contact the Risk Management office at 530-879-7910 or email at risk-management@chicoca.gov

For liability coverage purposes, it is Pete Giampaoli's intent (applicant) and the City of Chico's intent (hereinafter referred to as the "Parties"), that this permit is a written contract between the Parties.

Pursuant to the insurance policy related to this permit/written contract, and consistent with the Certificate of Liability Insurance and Additional Insured Endorsements, the Parties hereby attach and incorporate by this reference, the Certificate of Liability Insurance and Additional Insured Endorsements, which are further expressly made a material part of the said permit/written contract between the Parties.

If insurance is required, Certificate of Insurance, meeting City standards must be received by: 5/4/18

Organization Named on Certificate of Insurance _____

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

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

NOTE: NUMBERS 2 AND 3 MUST BE SEPARATE ENDORSEMENTS:

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

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

SECTION 5 - ACCEPTANCE OF CONDITIONS

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

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

X [Signature]
Signature of Applicant

X 2/12/2018
Date

RETURN THIS FORM TO:

City of Chico - Park Division
965 Fir Street
Chico, CA 95928
email to Parkinfo@chicoca.gov

THIS RESERVATION IS NOT VALID UNTIL APPROVED BY THE PARK DIVISION.
A copy of the approved application will be returned to you.

SECTION 6 – GENERAL SERVICES DIRECTOR AUTHORIZATION

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

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

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

Signature of Park and Natural Resources Manager

Date

EVENT INFORMATION

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

Is this an annual event? How many years have you been holding this event? <u>30</u>	Yes	No
Is there a patron admission, entry, or participant fee(s) required for your event?	Yes	No
Will there be amplified sound/music at event? (Please see 'Conditions For Park Use') Specify type (microphone, band, radio, PA system etc): _____	Yes	No
When will amplified sound/music be heard? Time from: _____ until: _____ amps needed (15 or 100) _____ <i>Note: 100 amp electrical service requires a certified electrician to operate.</i>		
Will there be any entertainment apparatus? (Operator to provide proof of insurance) [] Bounce house [] Climbing wall [] Ropes Course [] Other: _____ Name of Operator: _____	Yes	No
Will there be any vendors at this event? (No glass or alcohol permitted) If "yes" please note the number of vendors anticipated: _____ (submit a, separate, complete list) Does your event include food concession and/or preparation areas? If yes, please describe how food will be served and/or prepared: _____	Yes	No
Will event require that any part of the Park remain closed beyond the normal time of opening? <i>Note: Park gates will not remain closed beyond normal opening time for any event with less than 1,000 people. All races with less than 1,000 people at One Mile must start before 8:30am.</i> (Subject to approval by the General Services Department Director and/or Senior Park Ranger.) If "yes" please state which gate(s): _____ Time of closure from: _____ until: _____	Yes	No
Will there be early entrance into the Park for setup? If "yes" when will monitors be at their position(s)? Time from: <u>6am</u> until: <u>4pm</u> <i>Note: Gate Monitors are required at the entrances and exits for early Park entrance. An additional fee may be charged for early entrance</i>	Yes	No
Will event require over night camping for security purposes? (authorized for a maximum of two people, 12R.04.340 CMC) If "yes" how many security personnel will be required?	Yes	No
Portable Restrooms: You are required to provide portable restroom for events with 200+ participants at your event, in the immediate area of the event site which will be available to the public during your event. Restroom Company <u>Johnnies</u> Phone Number <u>8935689</u> Location of portable restrooms <u>Parking Lot</u> <i>Note: Restrooms shall be removed within 24 hours after conclusion of event.</i>	Yes	No
Sanitation and Recycling: As an event organizer, you must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition. <i>For events with 200+ participants, additional trash and recycling cans are required.</i> Number of Trash Cans <u>4</u> Number of Recycling Containers <u>2</u> Sanitation Company <u>Recology</u> Phone Number <u>342 4444</u> <i>Note: Sanitation containers shall be removed within 24 hrs after conclusion of event.</i>	Yes	No
Will your event include the use of any signs, banners or decorations? (Please see 'Conditions For Park Use') If yes, please describe type and location: <u>Horseshoe Lake on Freestanding Structures</u> <i>Note: All signs and banners shall be free standing and not affixed to Park property.</i>	Yes	No
Will water be needed during your event? Please provide your own hose and on/off switch. No hose bib is available at One Mile Recreation Area. <i>Note: Please request a water coupler key for City Plaza, Children's Playground, and Cedar Grove.</i>	Yes	No
Do you request irrigation to be turned off before and during your event?	Yes	No
CITY PLAZA ONLY: Vehicles are not allowed in City Plaza. Loading and unloading must occur from the streets. Meter bags for unloading and loading only may be obtained from the City by calling (530) 896-7800.		
Will vendors be placed on the perimeter sidewalks? <i>If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.</i>	Yes	No
Will City street closure(s) be needed? <i>A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.</i>	Yes	No



DATE: March 21, 2018
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Linda Herman, Park & Natural Resource Manager
SUBJECT: CONSIDERATION OF CHICO AREA RECREATION DISTRICT'S (CARD) REQUEST TO INSTALL IMPROVEMENTS AT SYCAMORE FIELD

REPORT IN BRIEF:

The Chico Area Parks and Recreation District (CARD), which has a long-term lease with the City for use of the Sycamore Field in Lower Bidwell Park, requests BPPC approval to make four (4) improvements to the field provide increased public safety and a better playing experience for the Chico Senior Softball League.

Recommendation: Review and consider for approval Sycamore Field improvements requested by CARD and CSSC.

BACKGROUND:

CARD has leased Sycamore Field for recreational purposes since 1962. On 2/1/93, the City and CARD executed the current Sycamore Field Lease Agreement, which is attached as Attachment "A". The Lease had an initial term of 20 years, with automatic 10-year extensions unless either party provides 180-day notice to terminate the lease. The field must be available to other park users when not used by CARD. The Lease provides for CARD to maintain the facility, and allows alterations or improvements upon approval of the Park Director or BPPC, depending on the type of improvements

As authorized under the City's Lease, CARD rents Sycamore Field to the Chico Senior Softball Association (CSSC), which has played on the field for over 40 years. Over the years, CSSC has made improvements to the field as approved by CARD and the City and contributes to maintenance of the facility.

DISCUSSION:

By letter dated 3/14/18 (Attachment B), CARD requests BPPC approval of several improvements to Sycamore Field proposed by CSSC and approved by the CARD Board at its meeting on 3/15/18. A letter from CSSC is also in Attachment "C". The proposed improvements, which are depicted on the map included with the CARD letter, include:

1. Installation of an ADA portable restroom within a 6' x 6' gravel fenced enclosure. The restroom will be open only during games, and CSSC will provide the concrete pad and pay for the monthly rental and cleaning costs.
2. Extension of the 10' chain link fence along the 1st and 3rd base lines to better protect players and spectators from foul balls.
3. Installation of an electrical outlet inside the CSSC equipment box to allow for a portable scoreboard during games. The outlet may also be available for CARD to use for "Movies in the Park" and other events.
4. Installation of a permanent 6-foot outfield fence that is 300-feet from home plate, with several pass-through openings. The fence will enable CSSC to host tournaments, as well as improve playing experience.

City Staff agrees with Items 1 through 3, but has concerns about Item 4. Staff is concerned a permanent fence would constrict the area for many activities. Sycamore Field is a popular area for park users, ranging from a staging area for vendors/activities during the numerous walks/runs held throughout the year, to an open dog run during morning off-leash times. Staff also believes it may impede large crowds attending popular CARD events, such as Spring Jamboree and Movies in the Park. Staff is willing to work with CARD and CSSC to look for alternatives, such as temporary fencing during games and tournaments.

Attachments:

- A: Sycamore Field Lease Agreement
- B: CARD Letter
- C: Chico Senior Softball Association Letter

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LEASE AGREEMENT
SYCAMORE FIELD- BIDWELL PARK
(CITY OF CHICO/CHICO AREA RECREATION AND PARK DISTRICT)

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LEASE AGREEMENT
SYCAMORE FIELD - BIDWELL PARK
(CITY OF CHICO/CHICO AREA RECREATION AND PARK DISTRICT)

This LEASE AGREEMENT is made and executed on February 8, 1993 between the City of Chico, a municipal corporation, ("City"), and Chico Area Recreation and Park District, a local public entity, ("Lessee").

W I T N E S S E T H:

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

WHEREAS, Lessee is a recreation and park district duly organized and operating under California Public Resources Code section 5780, et seq.; and

WHEREAS, Lessee has previously leased and occupied an area of that park known as Sycamore Field pursuant to a lease agreement between City and Lessee dated November 1, 1962; and

WHEREAS, during the term of that lease from City to Lessee,

1 Lessee has constructed certain improvements at Sycamore Field for
2 the purpose of developing the area for use for recreational baseball
3 purposes; and

4 WHEREAS, the term of the original lease entered into between
5 City and Lessee has now expired and Lessee continues to occupy
6 Sycamore Field on a month-to-month basis; and

7 WHEREAS, City and Lessee desire to enter into another lease of
8 Sycamore Field to Lessee;

9 NOW, THEREFORE, City and Lessee hereby agree as follows:

10 1. DESCRIPTION OF LEASED PREMISES

11 The premises leased by City to Lessee and hired by Lessee from
12 City shall consist of all the real property located in Bidwell Park
13 delineated on the plat attached hereto as Exhibit "A" entitled "Plat
14 to Accompany Lease Agreement, Sycamore Field - Bidwell Park (City
15 of Chico/Chico Area Recreation and Park District Lease)" and by this
16 reference incorporated herein. That property is improved with a
17 baseball field and backstop which are owned by the City.

18 2. LEASE TERM

19 The initial term of this lease shall be for a twenty (20) year
20 period commencing on February 8, 1993, and terminating on
21 February 8, 2013. Thereafter the term of this lease shall be
22 automatically extended for successive ten (10) year periods unless
23 either party to this lease gives notice to the other party of its
24 intent to terminate this lease at least one hundred eighty (180)
25 days prior to the end of the initial term in which case this lease
26 will terminate at the end of the initial term, or at least one
27 hundred eighty (180) days prior to the end of any extended term in
28 which case this lease will terminate at the end of such extended

1 term.

2 3. USE OF LEASED PREMISES

3 The Leased Premises shall be used only for recreational
4 programs and the Leased Premises shall be available for use by other
5 park visitors at such times as they are not actually being used or
6 required by Lessee for its activities.

7 4. CONSIDERATION

8 The consideration to be given by Lessee to City for its
9 possession and use of the Leased Premises will be the operation and
10 maintenance of the Leased Premises for the purpose of conducting
11 recreational programs and maintaining the recreational facilities
12 thereon for the benefit of the residents of the City and of Lessee
13 and of the public at large.

14 5. TREE REMOVAL AND MAINTENANCE

15 No trees shall be removed from the Leased Premises except with
16 the prior consent of City's Park Director. All tree maintenance
17 including, but not limited to, pruning and trimming shall be the
18 responsibility of Lessee and shall be conducted after consultation
19 with City's Urban Forester.

20 6. CONCESSIONS

21 Lessee shall not sell, vend or otherwise dispense or permit to
22 be sold or dispensed upon or about the Leased Premises, any food or
23 beverages of any kind without the consent of the City's Park
24 Director. Such consent shall not be granted at any time at which
25 a food or beverage concession is in operation at Sycamore Pool
26 pursuant to a contract with City.

27 Lessee shall have the privilege and right of charging
28 admissions, fees and/or collecting donations for and at games and

1 other recreational activities sponsored by Lessee, provided that
2 admission charges, fees and donations shall not be for the purpose
3 of returning a profit to Lessee or to compensate personally any
4 athletic participant, but shall as nearly as practicable be charged
5 and received only to defray the cost of the recreational programs,
6 maintenance and capital expenditures incurred or made upon the
7 premises.

8 7. ALTERATIONS OR ADDITIONS TO IMPROVEMENTS ON LEASED PREMISES

9 Lessee shall not make any alteration or addition to the
10 improvements on the Leased Premises without the prior consent of
11 City's Park Director, which consent shall not unreasonably be
12 withheld. Provided, however, that the construction of any new
13 building on the Leased Premises shall be subject to the prior
14 consent of the Bidwell Park and Playground Commission. Upon
15 termination of this Lease, any alterations or additions to the
16 existing improvements, or any new improvements constructed during
17 the term of this Lease, or any extension thereof, on the Leased
18 Premises made by Lessee shall become the property of City without
19 the payment of any compensation therefore.

20 8. COMPLIANCE WITH LAWS

21 In its use of the Leased Premises, Lessee shall comply with all
22 applicable federal, state or municipal statutes, regulations or
23 ordinances including, but not limited to, any park rule or
24 regulation now or hereafter adopted by City.

25 9. WASTE AND NUISANCE

26 Lessee shall not commit or allow to be committed any waste upon
27 the Leased Premises nor maintain or allow to be maintained any
28 nuisance thereon.

1 10. MAINTENANCE AND REPAIR

2 Lessee shall, at its sole cost and expense, maintain the Leased
3 Premises and all improvements thereon in good repair and in at least
4 as good condition as that in which they existed at the beginning of
5 the term of this lease, reasonable wear and tear accepted.

6 11. NONDISCRIMINATION

7 In its use of the Leased Premises, Lessee shall not
8 discriminate against any person on the basis of race, sex, age,
9 national origin or religious preference.

10 12. UTILITIES AND SERVICES

11 During the term of this lease, Lessee agrees to pay for all
12 utilities and services furnished to the Leased Premises.

13 13. INDEMNIFICATION

14 During the term of this lease, Lessee shall hold City, its
15 boards, commissions and members thereof, its officers, employees and
16 agents harmless and free from any and all liability arising out of
17 or relating to Lessee's possession and/or use of the Leased
18 Premises. Should City, or any of its boards, commissions or members
19 thereof, its officers, employees or agents be named in any suit, or
20 should any claim be made against it or any of them by suit or
21 otherwise, whether the same be groundless or not, arising out of or
22 relating to Lessee's possession and/or use of the Leased Premises,
23 Lessee shall defend City, its boards, commissions and members
24 thereof, its officers, employees and agents and shall indemnify them
25 for any judgment rendered against them or any sums paid out in
26 settlement or otherwise.

27 14. INSURANCE

28 Lessee agrees that during the initial or any extended term of

1 this lease, Lessee shall maintain in full force and effect, and at
2 its sole cost and expense, comprehensive general liability insurance
3 obtained from one or more insurance companies licensed to do
4 business in the State of California having a financial rating in
5 Best's Insurance Guide of at least B, or shall maintain equivalent
6 coverage under a risk pool agreement to which Lessee is a party,
7 which provides insurance or equivalent coverage for death, bodily
8 injury or property damage arising out of or relating to this Lease
9 and/or the operation, development or maintenance of the area hereby
10 leased to Lessee in the combined single limit sum of \$5,250,000.
11 In addition to the limits of insurance coverage provided for above,
12 such certificate of insurance or other documentation of coverage
13 shall provide that the City, its boards and commissions and members,
14 its officers, employees and agents are named as additional insureds
15 or covered parties under the insurance or equivalent coverage, that
16 the insurance or equivalent coverage is primary to other insurance
17 or coverage that may be available to City, that the insurance or
18 equivalent coverage shall include a severability of interests (cross
19 liability) clause, and that the insurer or risk pool will provide
20 to City at least 30 days notice prior to cancellation or a material
21 change in coverage.

22 Upon execution of this Lease, Lessee shall provide to City a
23 copy of the insurance policy or policies required herein and any
24 endorsements limiting or affecting the coverage provided therein,
25 or other documentation of coverage as may be acceptable to City's
26 Risk Manager which is executed by an authorized official of the
27 insurer or risk pool.

28 Following execution of this Lease, if the limits of Lessee's

1 public liability insurance, or equivalent coverage, are raised,
2 Lessee shall cause the additional amount of coverage to be extended
3 to city pursuant to the same requirements and conditions as set
4 forth above.

5 15. ASSIGNMENTS AND SUBLEASES

6 Lessee shall not assign this lease or any interest herein, or
7 sublet the Leased Premises or any portion thereof without prior
8 written consent of the Bidwell Park and Playground Commission. The
9 term "subletting", as used herein, shall include permissive use
10 granted to non-amateur or for-profit groups or organizations. In
11 the event the Bidwell Park and Playground Commission consents to
12 subletting to such a group, it may, as a condition to the granting
13 of such consent, require the payment of some consideration.

14 Notwithstanding the above, the consent of the Bidwell Park and
15 Playground Commission shall not be required for permissive use of
16 the leased premises by a non-amateur or for-profit group or
17 organization if all proceeds collected by such group or
18 organization, in connection with the event for which the premises
19 is used, are donated to a non-profit organization.

20 16. ABANDONMENT

21 If Lessee abandons the Leased Premises, or any part thereof,
22 Lessee shall be in default of this lease and City shall be entitled
23 to terminate the lease and all of Lessee's rights in and to the
24 leased property in the manner provided below.

25 17. NOTICE OF DEFAULT

26 Lessee shall not be deemed to be in default of any of the
27 covenants and conditions of this lease, except those with respect
28 to an assignment or subletting of the Leased Premises, unless City

1 has first served Lessee with a notice describing the nature of the
2 default and requiring Lessee to cure such default on or before a
3 date not less than 30 days following the date of the notice and
4 Lessee shall thereafter fail to cure such default on or before the
5 date specified in such notice.

6 18. REMEDIES UPON DEFAULT

7 Upon default by Lessee of any of the covenants and conditions
8 of this lease, the rights of City shall be as follows:

9 (a) City, without any further notice to Lessee, shall have
10 the right to perform those acts in respect to which Lessee is
11 in default, and Lessee shall thereafter promptly reimburse
12 City for any costs incurred by City in connection therewith,
13 with interest at the legal rate.

14 (b) City, immediately upon serving notice thereof on Lessee,
15 shall also have the right to terminate this lease and any and
16 all interest of Lessee in and to the Leased Premises,
17 including all improvements thereon and facilities appurtenant
18 thereto by legal proceedings or otherwise.

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

24 19. WAIVER OF COVENANTS AND CONDITIONS

25 The waiver by City of any of the covenants and conditions of
26 this lease shall not constitute a continuing waiver or a waiver of
27 any subsequent breach of the same or of a covenant or condition of
28 this lease.

1 20. RIGHT OF ENTRY

2 Lessee shall permit City and any agent or employee of City to
3 enter in and upon the Leased Premises at all reasonable times for
4 the purpose of inspecting same, or for the purpose of posting
5 notices of nonresponsibility for alterations or repairs, without any
6 liability to Lessee for any loss of occupation or quiet enjoyment
7 of the Leased Premises thereby occasioned.

8 21. NOTICES

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

14 To City: City of Chico
15 Attention: Park Director
16 P.O. Box 3420
Chico, California 95927

17 To Lessee: Chico Area Recreation and Park District
18 Attention: David M. Wells
19 General Manager
545 Vallombrosa Avenue
Chico, California 95926

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

23 22. AMENDMENTS

24 This lease may be amended only by a writing duly authorized and
25 executed by both City and Lessee.

26 23. COUNTERPARTS

27 This lease may be executed in two or more counterparts each of
28 which shall be an original, but all of which shall constitute one

1 and the same instrument.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement in the City of Chico, County of Butte, State of
4 California, on the dates set forth below.

6 CITY OF CHICO

7
8 2/8/93
Date

Trish Dunlap
By: Trish Dunlap
Assistant City Manager

11 CHICO AREA RECREATION AND PARK
DISTRICT

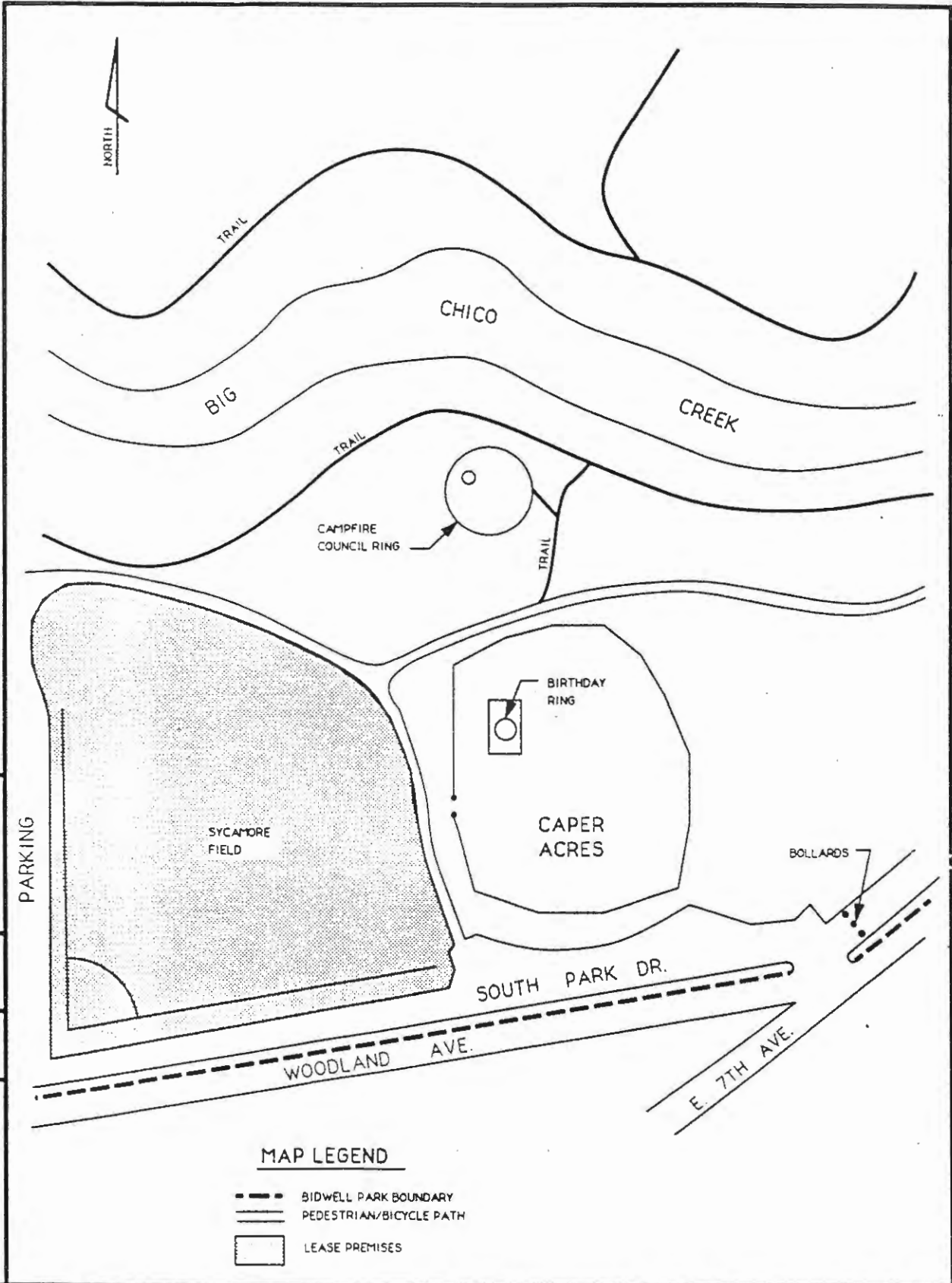
12
13 2/8/93
Date

David M. Wells
By: David M. Wells
General Manager
Secretary to the Board

16 APPROVED AS TO FORM:
17 Robert G. Boehm, City Attorney

18
19 Lori J. Barker
By: Lori J. Barker
Assistant City Attorney

23 Authorized Pursuant to City Council
24 Minute Order 8-93 Adopted 2-2-93



REVISION	BY	DATE	APP. BY COUNCIL

MAP LEGEND

- SIDWELL PARK BOUNDARY
- PEDESTRIAN/BICYCLE PATH
- LEASE PREMISES

CITY OF CHICO

C.S.D. - PARKS DIVISION

DRAWN BY: J GASKELL DATE: 12/22/92
 CHECKED BY: M. HISLOP SCALE: N.T.S.
 APPROVED BY: KEVIN CUMMINGHAM
 PARKS DIRECTOR

PLAT TO ACCOMPANY LEASE AGREEMENT,
 SYCAMORE FIELD - BIDWELL PARK (CITY OF
 CHICO/CHICO AREA RECREATION AND
 PARK DISTRICT LEASE).

EXHIBIT
 "A"
 SHEET 1 OF 1



March 14, 2018

Dear Bidwell Park and Playground Commission,

The Chico Area Recreation and Park District (CARD) had been a long-term lease holder of Sycamore Field, which is located next to Caper Acres in Bidwell Park. The field is the primary field of the Sr. Softball League. We have been working with members of the league to define and prioritize improvements to Sycamore Field that will improve the safety of play and provide a better playing experience for the teams.

At the CARD Board of Directors meetings in February and March, the below improvements were approved, and staff was directed to present this request to the Bidwell Park and Playground Commission for approval.

1. Installation of a compacted gravel base and fence enclosure for an ADA-sized portable restroom (approx. 6 feet x 6 feet square). The rental of the restroom would be paid for by the league, therefore the enclosure would be locked and only available during game time.
2. An additional 10 feet of chain link fence added to the existing first and third base lines to provide more protection for foul balls to players and spectators. This addresses the previous movement of the bases which reduced the coverage of existing baseline fences.
3. An electrical outlet, mounted inside the League's equipment box to allow use of a portable scoreboard for games. This box is locked unless the field is being used by the league and will not be exposed to the general public.
4. The installation of a permanent 6-foot outfield fence with several pass-through areas, set at a 300' distance from home plate. The purpose of the fence is to enable to the league to host tournaments at the field as well as improving the playing experience for those that participate. This would be a future improvement if approved due to budget restrictions.

Enclosed is a diagram that outlines the placement of the proposed field enhancements.

Thank you for your consideration. I will be available at the meeting to address any questions or concerns.

Sincerely,

Terry Zeller
Director of Parks and Recreation

545 Vallombrosa Avenue

Chico, CA 95926

office: 530 895.4711

fax: 530 895.4721



Chico Senior Softball Association

***P.O. Box 2302
Chico, CA 95973***

March 20, 2018

CITY OF CHICO
BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC)
Mr. Tom Nickell - Commissioner

Dear Mr. Nickell,

I would like to introduce myself, my name is David Shoemaker and I am the President of Chico Senior Softball Club (CSSC). I am writing you on half of our Board of Directors, players, families and supporters of our league. Chico Senior Softball has been playing at Sycamore Field for over 40 years and we have endeavored to help in the improvement of the field facilities, thereby enhancing the attraction to Bidwell Park. In past years CSSC has made over \$10,000 worth of improvements to Sycamore Field including: new concrete dugouts, equipment storage facilities, an information kiosk and placement of gravel around the backstop areas. We also contributed \$1,500 a year in extra funding for outfield maintenance. The league also provides an annual rental fee of \$5,200 for field use, we also provide an annual payroll of \$4,500 for local umpires and support our community by purchasing over \$5,000 annually for equipment and supplies from local merchants.

In the fall of 2017 our league submitted four (4) requests to Chico Area Recreation District (CARD) for field improvements:

1. Placement of a ***handicap*** Portal (Porta Potty) at the field site for use by players and guests. (CSSC contribution to this project is to provide the construction of the concrete foundation.)

2. Extend the permanent backstop by 10ft in both directions, to correspond to the base repositioning that was done according to regulation changes 3 years ago.
3. Bring in electrical power to the backstop area for use by the league and CARD.
4. Place a permanent 6ft tall home run fence at the 300 ft, to help better define the field and add a layer of protection against accidents. This fence (similar in design to Hooker Oak and Rex Murphy Fields) would be shorter yet provide the safety for spectators and park users, and it would also allow the field to be used by other softball leagues that require such a fence for play. The fence would provide a safety barrier for players, while still allowing for free access to field by all park users without restricting use of the field by other organizations and special events.

The CARD Board of Directors on March 15, 2018 approved our requests and will be bringing these to your Board on March 26, 2018 for your consideration and approval. As stated in the Bidwell Parks Master Plan, improvements to Sycamore Field are a stated priority. We are therefore asking for your support of these improvements to Sycamore Field.

Your consideration and support in these improvements would be a benefit not only to CSSC but also to greater Chico community.

Sincerely,

DAVID J. SHOEMAKER

David J. Shoemaker

CSSC – President

(530) 892-9759

DavidShoemaker52@msn.com



DATE: March 21, 2018
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Linda Herman, Park & Natural Resource Manager
SUBJECT: UPDATE ON THE PEREGRINE POINT DISC GOLF/TRAILHEAD MITIGATION AND MONITORING PLAN

REPORT IN BRIEF:

At the 1/29/18 BPPC meeting, Staff provided the 2016-2017 Mitigation and Monitoring Report for the Peregrine Point Disc Golf/Trailhead Area located on the southside of Upper Bidwell Park on Highway 32. The Commission requested Staff to provide more information on Outdoor Recreation Advocacy, Inc. (ORAI's) compliance with their Operating Agreement, and to provide details on when the proposed mitigation measures would be implemented.

Recommendation: *No formal action is required. The BPPC is requested to review and provide comments to Staff on this report.*

BACKGROUND:

As part of the update of the Bidwell Park Master Management Plan (BPMMP), a Disc Golf/Trailhead Area (which was later named the Peregrine Point Disc Golf/Trailhead Area) Concept Plan was developed for the pre-existing disc golf course and trails located on the site. The proposed Concept Plan included a disc golf beginner short course, a more advanced long course, restrooms, a developed parking lot, and shaded and unshaded picnic areas. Peregrine Point also serves as trailheads to many Upper Bidwell Park trails, and is a popular destination for hikers, mountain bikers, and nature enthusiasts. During the environmental review process for the BPMMP, a Master Mitigation and Monitoring Program (MMMP) was also developed for the full Disc Golf/Trailhead Concept Plan.

In 2009, the BPPC and Chico City Council directed Staff to work with ORAI to establish an agreement for the closure and relocation of the disc golf short course (9-holes), construction of improvements to the long course (18 holes), and the installation of mitigation measures, and ongoing operation and monitoring for the Peregrine Point Disc Golf course area.

In January, the BPPC received a report reflecting the mitigation and monitoring activities, or lack thereof, performed at the Peregrine Point Disc Golf site during 2016 and 2017. In the report, the following was noted:

1. The MMMP originally identified 79 mitigation measures that addressed potential environmental impacts concerning Air Quality, Biological Resources, Cultural Resources, Hydrology, Noise, and Traffic. Most of the mitigations were required during construction only, or were not applicable, which narrows the current mitigation measures down to 20.
2. Many of the current mitigation measures center around the need for annual biological monitoring and protection of sensitive species which includes Butte County Checkerbloom, Bidwell Knotweed, Wildflower Fields, and the Oak Woodlands, particularly Blue Oaks.
3. The use of the area has increased to include not only disc golfers, but many mountain bikers, hikers, and nature enthusiasts, further impacting the area.
4. Weather, lack of staff resources, mechanical challenges, and other contributors delayed ORAI's and City's implementation of the following mitigation and maintenance items:
 - a. Better tree protection measures
 - b. Installation of mulch
 - c. Better delineation/decommissioning of trails
 - d. Installation of alternative target/pole locations
 - e. Installation of tees signs and other signs

5. Staff recognized the lapse in proper mitigating and indicated the need for the City to play a greater role in managing the Peregrine Point Disc/Golf Trailhead Area. Because the cost of the studies is steadily increasing, and there are other users impacting the area, Staff also proposed that the City take responsibility for conducting the biological studies.
6. Staff also indicated that there may be a need to modify the mitigation and monitoring plan using the Adaptive Management Approach.

DISCUSSION:

A. ORAI Agreement Compliance:

Staff reviewed the ORAI's Operating Agreement and determined that ORAI has fulfilled its obligations under the Agreement. The full details regarding the Agreement provisions and ORAI's compliance are depicted in the table in Attachment A, and are summarized below:

1. Closed and removed the disc-golf short course at the Hwy 32 site in 2010, even though the Agreement allowed the short course to remain in place until 2014.
2. Developed the 18-hole disc golf course and complied with all applicable mitigation measures required during construction.
3. Installed alternative disc golf targets in local neighborhood and community parks.
4. Provided approximately \$42,000 (50%) of the construction costs of the 18-Hole course through cash, and sponsorships. ORAI members and its volunteer partners also contributed nearly 2,000 hours to construct the course.
5. Although approved by Council and provided in the Agreement, ORAI chose not to exercise the provision to re-establish the short course at the Hwy 32 site even though a suitable alternate location had not been determined by Council by 2014.
6. Funded the biological studies every year in 2011-2016 at a total cost of \$24,036, even though the Agreement only required that they fund the studies every other year. The survey costs for every other year would have resulted in ORAI only having to pay \$14,481.
7. ORAI also provided additional cash and in-kind contributions (2,690 hours of volunteer labor at an average value rate \$24 per hr.) in the amount of \$85,611, for a total overall contribution including the studies of \$109,647.
8. Continues to indemnify the City and provide insurance coverage for use of the course since 2010.
9. Continues to monitor and maintain the course to the best of their abilities and resources.

B. Master Mitigation & Monitoring Plan Implementation

1. Tree Protection - ORAI installed tree protection measures as part of development of the course, but the design did not protect the trees as intended. A new design using two-sided screens was developed and installed in 2016. After reviewing Arborist reports from other disc golf courses, it appears that protecting the trunks will be more effective than protecting the branches as well. So, a new design using a plastic mesh wrap around the trunk of the tree is proposed.
2. Mulch – Mulch has been delivered on site. The mulch will be applied to the tee pads, using straw waddles to help keep it in place where needed, and on appropriate targets. Chips will also be used to help delineate trails.
3. Snake rail fencing – additional snake rail will be installed to designate “out of bounds” areas for all users where Knotweed (KG 3) and other wildflowers are located.

4. Trail realignment and delineation – snake rail fencing, and wood chips will also be used to reduce the multiple trails that exist between Holes 3 and 4 into one main trail, and in other areas where needed.
5. Biological Studies – Staff will schedule a consultant to conduct the biological studies for the knotweed and Checkerbloom this Spring. An oak assessment will also be conducted this year. Staff is proposing that the City cover the costs of the studies this year since ORAI paid for studies that they did not have to in past years. There are adequate funds in the contractual line item in the 2017-18 Parks Budget for these studies.
6. Signage/education – signs will be installed in the new out of bounds areas to identify and inform users of the knotweed and wildflower sensitive areas. Tee pad signs will also be installed once Park Staff drills the holes with jack hammers. This task will be completed by Fall 2018.
7. Loop trail – Staff has looked at possibly realigning portions of the South Rim Trail near Hole 4. The establishment of the longer proposed loop trail back to the parking lot will be evaluated further and implemented where feasible. Staff will continue to update the BPPC on the status of this trail.
8. Alternative Pin location – Staff would like to see how the new tree protection measures work before installing all of the alternative pins. Some pins may be relocated anyway because it would further protect the most impacted trees and provide for better disc golf play. This task will be done at the same time the Tee pads are installed.

A work day to apply mulch and work on tree protection and snake rail fencing was scheduled for March 24th but was cancelled due to pending rain. Future work days will be scheduled soon.

C. CEQA Compliance

Typically, a MMMP is adopted to mitigate impacts and monitor conditions in association with the development of a given project during construction and sometimes for a limited time after construction. Unless required by a permit or EIR stipulation from a regulatory agency (e.g. Army Corp or CA Fish and Wildlife Agency), rarely is on-going annual mitigation and monitoring required. This requirement for the Peregrine Point MMMP was decided by the City Council and not from a regulatory agency.

The MMMP states that the City is the responsible party for the mitigation and monitoring measures. As allowed under CEQA Section 15097 (a) of Title 14 of the California Code of Regulations (CCR), the City can delegate this responsibility to another public or private agency, which the City chose to do by executing the Operation Agreement with ORAI.

However, it should be noted that many of the mitigation measures in the Agreement indicate a shared responsibility between the City and ORAI (see table in Attachment B). Furthermore, CCR Section 15097 (a) states that until all mitigation measures are complete, the City remains ultimately responsible. It is for these reasons and because impacts are generated by multiple user groups, that Staff recommends the City play a larger role in managing the area and fund the biological studies to ensure compliance with the MMMP.

Attachments:

- A: ORAI compliance table
- B MMMP Compliance table

ATTACHMENT A

STATUS OF COMPLIANCE WITH ORAI DISC GOLF AGREEMENT

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 March 2018.

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"> 1. 18-hole disc golf long course consistent with City Council approval on May 19, 2009, the BPMMP, EIR, and MMMP. 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; 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 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. 	<ol style="list-style-type: none"> 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. 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. 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 <p>1. The long course is subjected 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.</p>
4	PERMISSION NOT EXCLUSIVE (TOURNAMENT LIMITATIONS)	<ol style="list-style-type: none"> 1. Permit other persons to conduct Recreational Services. 2. Exclusive use of each course for up to 10 days/yr. ORAI will: <ol style="list-style-type: none"> 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. Ability to reschedule tournaments that are cancelled due to weather 3. Submit a list of the exclusive use dates to City on an annual basis on or before February 1 of each year. 	<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>

ATTACHMENT A

STATUS OF COMPLIANCE WITH ORAI DISC GOLF AGREEMENT

5	CONSIDERATION	<ol style="list-style-type: none"> 1. Implement the MMMP 2. Submit annual report 3. Publicize availability. 	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.
6	GENERAL PUBLIC AVAILABILITY REQUIREMENTS	The premises shall available to the general public for recreational purposes at all times, except on Operator's exclusive use days.	The premises remain available to all members of the public, which include mountain bikers, hikers, bird and native plant enthusiasts, etc..
11	IMPLEMENTATION AND CONSTRUCTION	<ol style="list-style-type: none"> 1. Construct 18-Hole Disc Golf Long Course and 18 Disc Golf Targets 2. Relocate Disc Golf Short Course by 2014. 	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.
12	MITIGATION AND MONITORING REQUIREMENTS	Prior to construction and annually thereafter, City agrees to collect data pursuant to Mitigation Measure BI0-1B-F, Mitigation Measure BI0-1D-E, and Mitigation Measures BI0-3C-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 Years 1, 3 und 5 and every other year thereafter in an amount not to exceed \$5,000/year . 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 \$5,970/yr.	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&NRM requested that only knotweed data be collected and with no detailed report. ORAI paid for this data collection. ORAI's total contribution toward surveys from 2011-2016 is \$24,036, while the required amount that should have been paid under the Agreement should have been \$14,481 (2011, 2013, and 2015). In April 2017, Interim P&NRM contacted Northern Land Trust to conduct the botanical studies, but was told they were unavailable. Studies will be conducted in 2018.
13	REUMBURSEMENT	<ol style="list-style-type: none"> 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. 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 www.independentsector.org. 	<ol style="list-style-type: none"> 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"> a. In 5 Neighborhood Parks b. 20th Street Community Park c. Hooker Oak Park 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. From 2011-2017, ORAI also provided cash and in-kind contributions in the amount of \$109,647. This includes the cost of the mitigation studies, maintenance supplies, insurance, and an additional 2,690 hours of volunteer labor at an average value rate \$24 per hr.

ATTACHMENT A

STATUS OF COMPLIANCE WITH ORAI DISC GOLF AGREEMENT

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 pin 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.
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"> 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. 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. 	ORAI has continued to provide the required insurance and indemnification provisions every year from 2010 to 2018 per the ORAI agreement.

ATTACHMENT B

IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

Mitigation Measure	Implementation Responsibility	Funding Responsibility	Implementation Trigger or Date	Frequency	Implementation Status
AIR QUALITY	ORAI/CITY	ORAI/CITY	During construction activities.	Weekly during construction	11 measures Complete. No further action required.
BIOLOGY					
Mitigation Measure BIO-1b: Implement Measures to Protect Butte County Checkerbloom in the Disc Golf/Trailhead Concept Plan Area 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:	ORAI / CITY	ORAI/ CITY	Before ground-disturbing activities and during ongoing operation,	Varies (See Below)	See Below
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.	ORAI	N/A	During construction	Monitor monthly during construction	Complete. When construction of the Disc Golf long course was completed by ORAI, all disc golf features and trails were placed a minimum of 50-25 feet from known Checkerbloom locations. Any current trails not meeting this requirement are the result of the presence of checkerbloom not identified in the initial 2005 survey and from activities, such disc golf, hiking, and mountain biking, that have occurred over the past 7 years of use.
b. Before construction... Butte County checkerbloom, exclusionary fencing	ORAI	ORAI	During construction.	Monitor monthly during construction.	Completed. No further action required.
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.	ORAI with qualified botanist	ORAI	During construction.	Monitor monthly during construction	Completed. Monitoring required during construction only. When construction of the Disc Golf long course was completed by ORAI, all trails within the vicinity of Checkerbloom and other special status species were decommissioned. Any current trails not meeting this requirement are the result of the presence of checkerbloom not identified in the 2005 survey and from activities, such disc golf, hiking, and mountain biking, that have occurred over the past 7 years of use.

ATTACHMENT B

IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

Mitigation Measure	Implementation Responsibility	Funding Responsibility	Implementation Trigger or Date	Frequency	Implementation Status
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.	ORAI	ORAI	After construction.	Monitor signage annually.	Initial Installation complete. Requires on-going monitoring and upkeep of signs. Scheduled Action: City will drill holes, and ORAI will proceed with installation of the tee signs by Fall 2018.
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.	ORAI	ORAI/ CITY	After construction.	Implement and Monitor Seasonally (March 1 – July 1)	Alternative pin installation complete for Holes 3 and 4. Requires on-going monitoring of seasonal pad changes and use. Scheduled Action: Staff and ORAI will prioritize the alternative pin relocations and relocate the top 3 locations by Fall 2018.
f. 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 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.	ORAI	ORAI	After construction.	Monitor annually	Adaptive Monitoring Plan complete. Implementation in progress. The Monitoring Plan lays out the sampling protocol, which includes the GPS locations of wildflower fields and checkerbloom. Scheduled Action: See g. below.
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 O. 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.	ORAI / CITY	ORAI to reimburse CITY for surveys of checkerbloom, wildflower fields (Years 1, 3 and 5 and every other year thereafter – cost estimated to be \$2,000 per survey)	After construction.	Monitor annually, develop program as needed.	Detailed surveys were completed and paid for by ORAI in 2011, 2012, 2013, 2014, and 2015. The 2015 survey reported 96 individual units identified despite ongoing drought, thereby meeting the goal of the same number and approximate extent of the 76 occurrences found in 2005. Scheduled Action: Botanical studies will be conducted in 2018. Staff will also have the consultant evaluate the need/frequency of future surveys.

ATTACHMENT B
IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES
FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

Mitigation Measure	Implementation Responsibility	Funding Responsibility	Implementation Trigger or Date	Frequency	Implementation Status
<p>Mitigation Measure BIO-1d: Implement Measures to Protect Bidwell’s Knotweed at the Disc Golf/Trailhead Area</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>	ORAI/CITY	ORAI/CITY	During construction of Disc Golf/Trailhead Area Plans, and during ongoing operation	Varies (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>	ORAI/CITY	ORAI/CITY	Prior to and during construction;	Monitor weekly during construction	Complete - The course alignment addressed many of the negative impacts from foot traffic. Monitoring required only during construction.
<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>	ORAI/CITY	ORAI/CITY	Prior to and during construction.	Monitor monthly during construction	Complete – monitoring required during construction only. The pathways were defined during construction of the course in 2011, with many features placed to guide users to trails. The snake rail fencing also aids in narrowing and defining trails.
<p>c. Exclusionary fencing... construction ... wildflower field ... Bidwell’s knotweed....</p>			During construction.		Complete. No further action required.

ATTACHMENT B

IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

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.	ORAI	ORAI	After construction.	Monitor signage annually	Sign installation complete. On-going monitoring and maintenance of sign. Scheduled Action: Interpretive signs and trail head signs will be installed by City once snake rail fencing is installed. QR codes with more information on the sensitive species will also be used on the signs and through a new Park Watch mobile app.
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	After construction	Monitor annually	In progress. Adaptive management program described as part of monitoring plan and will be revised as necessary. Scheduled Action: Botanical studies will be conducted in 2018. Staff will also have the consultant evaluate the need/frequency of future surveys.
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.	ORAI	ORAI to reimburse CITY for surveys of Bidwell's knotweed, wildflower fields (Years 1, 3 and 5 and every other year thereafter – cost estimated. at \$2,000 per survey)	After construction	Monitor annually; develop program as needed	In progress. Detailed surveys were completed and paid for by ORAI in 2011, 2012, 2013, 2014, 2015. Only physical data was collected in 2016, which was also paid by ORAI. Scheduled Action: Additional snake rail fencing will be installed around the most impacted Knotweed Group 3 and other sensitive areas by June 30, 2018.
Mitigation Measure BIO-2d (1): Protect Tree-Nesting Raptors and Burrowing Owls. The measures required	ORAI/CITY	ORAI/CITY	Before and during construction during breeding season of tree-nesting raptors ...	Implement prior to construction	Complete – The 3 measures were either not applicable or implemented prior to construction. No further action required.
Mitigation Measure BIO-2d(2): Protect Peregrine Falcon	ORAI/CITY	ORAI/CITY	During the breeding season of peregrine falcons known to nest below the South Rim	During construction.	Complete - the 2 measures implemented during construction. No further action required.

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IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES
FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

Mitigation Measure BIO-2f: Implement Measures to Protect Other Special-status Nesting Birds	ORAI/CITY	ORAI/CITY	During the breeding season of yellow warbler, yellow-breasted chat and loggerhead shrike.	Prior/during construction.	Complete - the 2 measures implemented during construction. No further action required.
Mitigation Measure BIO-3c: Implement Measures to Protect Oak Woodland The following measures shall be implemented to mitigate potential impacts on oak woodlands resulting from implementation of the Disc Golf/Trailhead Area Concept Plan:	ORAI	ORAI	Before and during construction activities in the immediate vicinity of oak woodland habitat. Some activities are ongoing during site management of the Area.	Varies See below	See Below
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.	ORAI – biologist	ORAI	Start of construction	During construction	Complete. All trails through oak woodlands were constructed under the advice of a trained consultant and met the conditions of this mitigation requirement. Any existing trails occurred after construction from multiple users over the past 7 years.
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.	ORAI/CITY	ORAI/CITY	During and following construction	Monitor annually	In progress. Some barriers (i.e. fencing, rocks, and boulders) initially installed during construction have been moved or deemed ineffective after increased use by all users. Scheduled Action: The City and ORAI are working together to use delineation methods, such as wood chips, waddles, signage and other methods, and reseeded to reclaim the trails
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 tees as part of the proposed Disc Golf/Trailhead Concept Plan and to reduce soil compaction.	ORAI	ORAI	During and following construction	Monitor monthly during construction	Completed. No grading, trenching, equipment storage occurred on site. The construction access route avoided wildflower fields, drip lines, and tall grass areas to the best extent possible. Concrete tee pads were installed to reduce the footprint size of tees.

ATTACHMENT B

IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

<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>	ORAI/CITY	ORAI/CITY	Prior and during construction	Monitor monthly during construction	Completed. No further action required.
<p>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.</p>	ORAI/CITY	ORAI/CITY	Start of construction	Following construction	On-going. Measures to plant acorns, conduct prescribed burns where feasible, and to reduce soil compaction continue.
<p>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 measures recommended in the tree assessments</p>	ORAI/CITY	ORAI/CITY	During and following construction	See below	In progress.
<p>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;</p>	ORAI/CITY	ORAI/CITY	During and following construction	On-going	Modifications to the course design and layout were made with the intent of the mitigation measures. Hole 8 was shortened to avoid a wildflower field which also shortened the overall footprint of the Project. Holes 15 and 16 were swapped to improve the route and minimize trails. Hole 14 was placed in a new location to minimize damage and the need to import additional material to make the tee pad level. Other modifications to the course may be made as part of the adaptive management program for the Project and to minimize impacts.

ATTACHMENT B

IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

<p>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.</p>	ORAI/CITY		Following construction	Inspect signage annually	<p>Installation Completed. City reviewed and approved ORAI sign in 2011. Follow-up monitoring required so that sign remains pertinent.</p> <p>Scheduled Action: Interpretive signs and trail head signs will be installed by City and ORAI. QR codes with more information on the sensitive species will also be used on the signs and through a new Park Watch mobile app.</p>
<p>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.</p>	ORAI - CITY	ORAI - CITY	During and following construction	Monitor annually	<p>Monitoring and placement on-going. Moveable wood pole structures in a concrete base were placed on site and were adjusted before the course opened. Alternative structures using wider screens were implemented in 2016.</p> <p>Scheduled Action: A new protective method of wrapping trees in plastic mesh will be implemented by June 30, 2018.</p>
<p>i. In cases where tees 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 tees 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.</p>	CITY	CITY	During and following construction;	Monitor annually	<p>During construction, 6-inch requirement modified to 3-4 inches based on UC Davis recommendation. On-going monitoring and action required.</p> <p>Scheduled Action: Mulch will be provided by City and installed by ORAI and volunteers by June 30, 2018.</p>
<p>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.</p>	ORAI	<p>ORAI 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)</p>	After construction	Monitor at least twice yearly	<p>Visual inspections will be conducted in Spring and Fall by Staff or ORAI.</p> <p>Scheduled Action: Visual inspections by City and ORAI will be conducted studies will be conducted in 2018. Staff will also have the consultant evaluate the need/frequency of future surveys.</p>

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IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

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/Trailhead 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.	ORAI / CITY	ORAI/ CITY	After construction	Implement if and as needed	ORAI collects on site acorns to be used for any future plantings. ORAI has planted approximately 50 acorns per year, more than the 5:1 required mitigation (see attached map for planting locations)
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.	ORAI / CITY	To be accomplished above B10-3c-f	After death of trees > 5" DBH in Disc Golf footprint area only	Implement if and as needed	Two trees have died since the course opened in 2011. Two reference trees have also died, indicating drought and other factors may have played a part in the death of the trees. As a result, ORAI has planted approximately 50 acorns per year, more than the 5:1 required mitigation.
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.	ORAI / CITY Relating to disc golf facilities only.	ORAI/ CITY	After construction	Implement and monitor as needed	ORAI has continually monitored the oak tree plantings, using milk cartons and other methods to protect the sprouts.
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.	ORAI / CITY	ORAI/ CITY	After planted	Monitor yearly after planting for five years or until success criteria are achieved	Approximately 20 sprouts are a foot high after 3 years of initial planting Scheduled Action: City and ORAI will continue to monitor the plantings over the next 2 years.
o.	If requested, community/user group stewardship of the plantings shall be allowed to contribute to restoration/revegetation efforts under guidance and supervision by CITY staff.	ORAI / CITY	ORAI/ CITY	After construction	As needed	Complete - Butte Environmental Council provided guidance to ORAI on oak tree planting and establishment.
Mitigation Measure BIO-3d: Implement Measures to Protect Wildflower Fields 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:		ORAI / CITY	ORAI/ CITY	Before and during construction of the Disc Golf concepts that occur within the immediate vicinity of wildflower fields	See below	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.	ORAI / CITY	ORAI/ CITY	During construction;	MONI	Complete – course was constructed to avoid these areas to the best extent possible.

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IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

b.	Whenever possible, trail segments, site improvements, facilities and other design features shall be located to minimize impacts to wildflower fields.	CITY	CITY	Prior to and during construction;	Inspect monthly during construction	Completed. Monitoring required during construction only.
c.	Exclusionary fencing shall be installed before construction to keep workers and equipment from disturbing wildflower field habitat. intended to be preserved on the project site (some areas may be lost, consistent with site design)..	ORAI	ORAI	Prior to and during construction	Inspect monthly during construction	Completed. Monitoring required during construction only..
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.	ORAI	ORAI	Prior to construction	Implement prior to and during construction	Completed during construction.
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.	ORAI / CITY	ORAI / CITY	Start of construction	Implement prior to and during construction	Completed 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.	ORAI / CITY	ORAI / CITY	Prior and during construction	Monitor annually	Complete. All trails through wildflower fields were decommissioned under the advice of a trained consultant and met the conditions of this mitigation requirement. Any existing trails occurred after construction from multiple users over the past 7 years. Scheduled Action: Additional snake rail fencing will be installed around the most impacted Knotweed Group 3 and other sensitive areas by June 30, 2018.
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.	ORAI	ORAI	After construction	Monitor annually	Installation completed. On-going monitoring of signs required. Scheduled Action: Interpretive signs and trail head signs will be installed by City and ORAI. QR codes with more information on the sensitive species will also be used on the signs and through a new Park Watch mobile app.
Mitigation Measure BIO-4: Implement Measures to Protect Jurisdictional Wetlands		CITY	CITY	NA	NA	Measures (6) not applicable. No wetlands found (Galloway, 2009). No further action required.

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IMPLEMENTATION STATUS (AS OF MARCH 2018) OF ACTIVE MITIGATION AND MONITORING MEASURES
FOR THE PEREGRINE POINT DISC GOLF/TRAILHEAD AREA. (SEE MONITORING PLAN FOR ENTIRE LIST).

CULTURAL RESOURCES	CITY	CITY	During final design and construction activities	Monitor monthly	Measures (9) completed through planning or construction. No further action required.
HYDROLOGY	CITY	CITY	Before commencement of construction activities	NA	Completed - No Storm Water Pollution Prevention Plan (SWPPP) required.
NOISE	CITY	CITY	During construction	NA	Measures (3) completed during construction. No further action required.
TRAFFIC					
Mitigation Measure Traffic-4: Coordinate with Caltrans 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.	CITY	CITY	Prior to construction of the Disc Golf/Trailhead Area Concept Plan	NA	To be determined. This mitigation will be implemented if the remainder of the full Concept Plan (e.g. improved trailhead access, construction of parking lot, restrooms etc.) is contemplated.

Notes: NA – Not Applicable, TBD – To Be Determined.



DATE: 3/22/18
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Linda Herman, Park and Natural Resource Manager
SUBJECT: Parks and Street Trees and Public Landscapes Report

NARRATIVE

1. Updates

- a. One Mile Concessions– Staff was notified by Chuck Averill, who is One Mile Concessionaire, that he is selling the Dog House. After much search, he said he found a buyer that he believes will enhance the One Mile concession menu and experience. A letter with more details about the new buyers and transition is attached (Attachment A). As authorized in the Concessionaire Agreement, Staff will be working with the City Attorney and City Manager's office to assign the Agreement to the new owners once the sale is complete.
- b. Caper Acres– Work continues in the Swing area, with a tentative opening date of May 12, 2018. A grand re-opening celebration is planned, and more information will be provided as the opening date is confirmed. Staff and Melton Design have also been working with playground manufacturers to finalize a design for new Crooked House. Attached as Attachment B are pictures of the final design. The equipment will be ordered soon, and construction is anticipated to occur in the Fall.

2. Maintenance Program

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

- a. Lower Park: Staff completed the early season mowing of the wild land areas at Anne's Glenn and South One Mile. They also completed the resurfacing of all the major parking areas in Lower Park. Staff facilitated and led a memorial planting of a Live Oak in Caper Acres to help replace some of our lost trees.
- b. Middle Park: Staff has completed three out of the six major parking lots with 48 yards of new material on each to bring them back up to where they should be.
- c. Upper Park: Down tree clean up as time allows. Split rail repair and replacement at lot E and C. We now have three new sites of illegal trail work on the Yahli trail. Staff is working with trail volunteers to repair the damage as time and weather permit. Staff has delivered a hundred plus yards of chip mulch to the Peregrine Point disc golf course. This for future spring time work when the area dries out enough to support our equipment and activity.
- d. Greenway Parks: Weekly clean and garbage removal. Bollard replacement at entrances this seems to be an ongoing item, high mow all wild land areas as time allows.
- e. Upcoming projects: Trail markers and signs for Middle and Upper Park. Grade and surface parking lots. Repairs to Upper Park road at sites 27, 38 and 39.

3. Ranger and Lifeguard Programs

- a. Event Season on weekends has started with rangers answering the call to guide and direct event organizers to safe and successful events. Every weekend rangers help facilitate multiple events in parks and greenways.

- b. Rangers continue to work the Target Team in greenways and Bidwell Park. Early morning camp sweeps are being planned to deal with the more chronic camping issues. The lights in the reservation area have been fixed, allowing for greater illumination for patrol during the evenings.
- c. Accidents – As the weather has warmed, recreational activities have picked up in the park. Accidents involving EMS response increase as the weather gets nicer. Two accidents in the last month have involved technical rescues by the fire department due to their location in Upper Park. One, a female hiker who was not prepared with proper foot attire turned an ankle and a wheeled stokes basket was required for transport off of Monkey Face to an awaiting ambulance. The second incident involved a mountain bike rider jumping a crevasse and breaking an ankle. Rescue personnel had to hike to his location between the Middle and Rim trails to reach him. A helicopter transport was cancelled and he was transported to a waiting ambulance via stokes basket. Rangers like to spend time with park patrons encouraging trip preparedness and encouraging sharing on knowing one's own abilities and limitations.

4. Natural Resource Management

- a. Wildfire Management Grant – Staff has been working with the CSUC Ecological Reserve Manager and Terra Fuego to work on a Wildfire Management Plan for the Reserve, Upper and Middle Bidwell Park, and possibly greenways. As a result of the devastating fires in California during December 2017, funding is available from FEMA's Hazard Mitigation Grant Program (HMGP). A Notice of Interest was submitted, requesting funding to remove vegetation and conduct controlled burns to reduce the fire fuel load in the Reserve and Park. If the City is notified that the project is eligible for funding, then a full grant application will be due in September 2018.

5. Volunteer and Donor Program

- a. Chico Noon Rotary Projects – Trail improvements in the area of Vallombrosa Way were tackled by a team from the Chico Noon Rotary who also replaced the worn-out Bidwell Park sign and post at the 4th and Cypress entrance.
- b. PALS Volunteer Orientation– Approximately 50 people attended the PALS spring volunteer orientation. Partner organizations presented information and the Park Watch Report phone app was introduced.
- c. Caper Acres Donation– A donor contributed \$5,000 to the Rotary Foundation with instructions to contribute the funds to the Caper Acres Renovation Project.
- d. Upcoming Volunteer Opportunities –
 - i. Earth Day– Planning is underway for Earth Day in Bidwell Park on April 21st. Volunteers are requested to pre-register at [https://www.raceplanner.com/register/index/2018 Earth Day in Bidwell Park](https://www.raceplanner.com/register/index/2018%20Earth%20Day%20in%20Bidwell%20Park)
 - ii. Caper Acres Fantasy Fun Run– April 28th marks the 3rd Annual Caper Acres Fantasy Fun Run. Volunteers are needed to help in a variety of ways. Share the event with others and encourage participation. Please go to <https://www.raceplanner.com/registrationinfo/event/Caper-Acres-Fun-Run-18>

MONTHLY SUMMARY TABLES

Table 1. Monthly Volunteer Hours

Parks and Greenway PALS (Partners, Ambassadors, Leaders & Stewards) Volunteer Activities, February 2018						
Date	Location	Agency	Task	# of Volunteers	Total Hours	Leader
All of Feb.	Bidwell Park	Parks Division	PW Ambassadors	124	1226	Shane Romain
various	CCG	FCCG	Veg. Mgmt., Misc.	1	10	Susan Mason
various	CCG	FCCG	Veg. Mgmt; trash pick-up	1	27	Liz Stewart
various	CCG	FCCG	Gen. Cleanup;Camp Cleanup;Misc	1	7	Janet Ellner
various	various	self	Misc.	1	6	S. Mason
2/1/2018	Lower Park	self	Vegetation Mgmt.	2	6	S. Mason
2/3/2018	1 Mile	Chico 1st	Gen. Cleanup	22	66	Robert Berry
2/4/2018	Pine Trail	Trailworks	trail rehab	5	15	Thad Walker
2/7/2018	Various	CCW	Shopping carts	5	15	Dan Bringolf
2/10/2018	Site 2	Social Stewards	Veg. Mgmt.	7	21	Shane Romain
2/10/2018	Site 39	Tau Kappa Epison	Veg. Mgmt.	3	9	Shane Romain
2/10/2018	Lindo Channel	CCW	Gen cleanup	11	33	Dan Bringolf
2/10/2018	Lindo Channel	Chico 1st	Gen. cleanup	14	56	Debbie Adams
2-10-18	Little Chico Creek	BEC	Gen. Cleanup	35	105	Angel Gomez
2/14/2018	Comanche Creek Greenway	FCCG	Veg. Mgmt.	5	9	Emily Alma
2/16/2018	Upper Park	Trailworks	trail signs	6	18	Thad Walker
2/17/2018	Lindo Channel	Chico 1st	Gen. Cleanup	67	201	Robert Berry
2/17/2018	Five Mile	FOBP	Vegetation Mgmt.	7	21	E. Ellsmore
2/17/2018	Pine Trail	Trailworks	trail rehab	12	36	Thad Walker
2/21/2018	Various	CCW	Shopping carts	5	15	Dan Bringolf
2/22/2018	Parks office	City of Chico/FCCG	Coordination Meeting	3	5	Linda Herman
2/24/2018	Site 39	Tau Kappa Epison	Veg. Mgmt.	2	6	Shane Romain
2/24/2018	1 Mile	Chico Noon Rotary	Trail work	13	39	Shane Romain
2/24/2018	1 Mile	CAVE	Gen. Cleanup	4	12	Shane Romain
2/24/2018	Lindo Channel	Chico 1st	Gen. Cleanup	25	75	Robert Berry
2/24/2018	Lindo Channel	CCW	Gen. Cleanup	8	24	Dan Bringolf
2/24/2018	Pine Trail	Trailworks	trail rehab	14	42	Thad Walker
2/24/2018	CCG	FCCG	Veg. Mgmt.;Renovation	6	18	Janet Ellner
2/25/2018	CCG	FCCG	Vegetation Mgmt.	21	68	Heidi Gysin; Susan Mason
				Total Hours	2189	

Table 2. Monthly Public and Private Permits

Monthly Public Permits - February				
Date	Location	Organization	Event	Participant #
02/17/18	City Plaza	Butte Humane Society	PUP (Pub) Crawl	100
02/24/18	1 Mile	Crusade for Christ	Aruna 5K	700
Totals				800

Table 3. Monthly Private Permits

Monthly Private Permits - February		
Type	# Permits	# Participants
Private	3	225
Caper Acres	4	70
Totals	7	295

Table 4. Monthly Maintenance Hours.






1. Safety	147	23.4%	58.7%	
2. Infrastructure Maintenance	229	36.5%	163.6%	
3. Vegetation Maintenance	38	6.1%	61.8%	
4. Admin Time/Other	214	34.1%	61.2%	
Monthly Totals	627	100%	78.4%	

Table 5. Monthly Incidents

02/01/2018	Upper Park	Accident/Rescue	Transport
02/07/2018	Middle Park	Vehicle Burglary	Cop Logic
02/24/2018	Middle Park	Vehicle Burglary	Cop Logic

Table 6. Monthly Citations and Warnings

Violation - Citations	Monthly			Annual		
	Total Citations	%	Rank	Total Citations	%	Rank
Alcohol	0	0%	5	0	0%	6
Animal Control Violations	0	0%	5	0	0%	6
Bicycle Violation	0	0%	5	0	0%	6
Glass	0	0%	5	0	0%	6
Illegal Camping	2	29%	1	2	15%	3
Injury/Destruction City Property	1	14%	4	2	15%	3
Littering	0	0%	5	0	0%	6
Other Violations	2	29%	1	3	23%	2
Parking Violations	2	29%	1	5	38%	1
Resist/Delay Park Ranger	0	0%	5	0	0%	6
Smoking	0	0%	5	1	8%	5
Totals	7	100%		13	100%	

Violation - Warnings	Monthly			Annual		
	Total Warnings	%	Rank	Total Warnings	%	Rank
Alcohol	2	2%	7	5	3%	5
Animal Control Violations	7	9%	4	13	8%	4
Bicycle Violation	14	17%	3	22	14%	3
Glass	0	0%	9	1	1%	9
Illegal Camping	29	35%	1	61	38%	1
Injury/Destruction City Property	1	1%	8	3	2%	8
Littering	3	4%	6	5	3%	5
Other Violations	0	0%	9	0	0%	10
Parking Violations	4	5%	5	5	3%	5
Resist/Delay Park Ranger	0	0%	9	0	0%	10
Smoking	22	27%	2	46	29%	2
Totals	82	100%		161	100%	

PHOTOGRAPHS



Figure 1 Caper Acres Cup



Figure 2 April 28th Fun Run



Figure 3 New entrance sign Chico Noon Rotary



Figure 4 Park Intern Matt removing debris from Little Chico Creek

Attachments:

- A. 1 Mile 2018 Succession Letter
- B. Crooked House Rendering

S:\Admin\BPPC\BPPC_Meetings\2010\BPPC_2010_Templates\10_BPPC__meetings\BPPC_Manager_Report_template_10_1029.doc
3/23/2018



THE DOG HOUSE

3 Locations ■ 1354 East Avenue ■ 1008 W. Sacramento Avenue ■ One Mile Concessions
Tel: (530) 894-2242 ■ 894-3641
Chico California 95926

March 5, 2018

TO: Linda Herman
FR: Chuck Averill
RE: One Mile Concession 2018 & Request for Succession

Nice to catch-up with you today and as we briefly discussed, the One Mile Concession will re-open again in less than 2 months. Please recall, we always target Cinco de Mayo for our open, giving us approximately one month to warm up, stock up and get ready for peak season beginning Memorial day weekend. What has happened to the time? Seems like we just met to conduct our 2017 season review and here we are preparing to re-open again. As a reminder, we talked of scheduling this year's pre-season meeting a week or two after Easter, which falls on the 1st of April this year (no fooling!).

As you know, the One Mile Concession is an especially important part of our business -- an excellent public-private partnership and community service we look forward to every year. In as much, we are excited to inform you about an extremely important development for us. For the past 1.5 yrs, I have been working to sell The Dog House. We have been listed with Selling Restaurants.com and our contact there is Scott Beaton. Along the way, we have spoken with and shown the business to many interested parties and I am pleased to announce we have agreed to terms with an excellent group.

Benjamin and Kaitlyn Bracken are the ones we've been looking for -- a perfect fit for the Dog House and One Mile Concession. They have a wide range of both hard and soft skills in building, starting and developing small foodservices. They built and up-started a bagel shop in SF, The Bagel Bakery and now own and operate a successful sandwich shop in Scotts Valley, The Redwood Sandwich Shop.

They are moving their family to Chico and plan to keep the Dog House as is to get started; capitalizing on the good will and reputation we have worked hard to build. Along with Dog House dogs, burgers, fries and the like, they plan to develop with their own flare and menu ideas, incorporating sandwiches and other specialty items they have success with. This experience will undoubtedly benefit and add to the wide range of quality foods presently available at the concession contributing to its service and revenue gains for the City.

We look forward to this positive transition and sincerely appreciate your cooperation and assistance in the succession of the 1Mile Concessions contract and its present terms and conditions to the Bracken's, the new owners of The Dog House.

Myself and other Dog House Staff including Julie Harvey, an 8 year 1Mile veteran will be available to help them get started and/or staff the concession as they see fit.

We look forward to introducing all parties involved at your nearest convenience. In the meantime, please let me know any additional information you may require.

Thank you very much.

CHUCK AVERILL
Mobile (530) 513-3356

Caper Acres Crooked House

Chico, CA

March 16, 2018

1125219-01-02-02



Caper Acres Crooked House

Chico, CA

March 16, 2018

1125219-01-02-04



are shown as conceptual only *Custom product manufacturing time for this project will be approximately 14 weeks from the time of LSI order acceptance

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DATE: 03/26/18
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Richie Bamlet, Urban Forest Manager
SUBJECT: Street Trees Report

NARRATIVE

1. Updates

- a. City of Chico Tree City USA Proclamation was included in City Council meeting 3/20/18. See Attachment A
- b. Field testing materials for the second round of Senior Tree Trimmer interviews has been finalized. Interviews will be tentatively scheduled for early April.
- c. An Urban and Community Forestry grant concept proposal was submitted to Cal Fire in February.
- d. Tree Division collaborated on a Re-Leaf tree planting grant in partnership with Butte Environmental Council. If successful, one hundred trees will be planted in the city right-of-way by volunteers.
- e. Analysis of viable tree planting sites in the city right-of-way is ongoing. Interns from CSU have analyzed over 4000 identified tree planting locations. This research will be used to optimize future tree planting efforts.

2. Planning/Monitoring

- a. Tree Permits – The UFM approved four permits in February. Three removal permits were denied.
- b. Damage reports – UFM completed two damage report for Risk Management.

Planning and Building development–

UFM reviewed five development plans. Tree issues encountered included preferred use of native tree species and shade calculations

Two accident reports to Risk were completed.

Miscellaneous

UFM continued discussions with landscape architects working on the Bruce road widening project. Revising the tree palette and the preferred use of organic over inorganic mulches in tree wells were are ongoing items of discussion.

UFM reviewed the Urban Forest report completed by the South Campus Neighborhood Project / Resilient Cities Initiative. In the report, additional tree planting locations were identified in the South Campus area. These locations will be investigated to check their viability for future tree planting efforts.

3. Maintenance

The tree contractor removed bike lane encroachments along both sides of Pillsbury road in response to many complaints from cyclists.

Aphid control spraying is well underway. It is anticipated that the program will be completed by the first week of April.

4. Outreach and Education

- a. Staff training: The second of six tree crew training events was postponed due to severe weather. It is rescheduled for March 28.
- b. UFM attended training on the effectiveness of various tree container sizes on tree establishment success. Research was presented concluding that trees in smaller container will often catch up with trees in larger after five years.

5. Street Trees

The Street Tree Supervisors monthly summary data tables for February are included below in this report.

The 2018 priority tree removal list is ongoing.

5. Upcoming Issues/Miscellaneous






The City should find out in approximately two to four weeks if Cal Fire will extend an invitation to submit a full urban forestry grant proposal.

It is anticipated that Cal Fire will contact the city within the next four weeks to determine if the city will be invited to submit a full grant proposal.

UFM has tentatively set up meetings with representatives from Enloe Medical Center to review tree pruning plans on city street trees adjacent to the medical facility.

National Arbor Day celebrations are scheduled with CSU students April 27th. Several trees will be planted in Hazel / W 2nd St. Additionally a free tree giveaway is being organized April 21st in conjunction with Earth Day celebrations in Bidwell park. **Monthly Summary Tables**

Table 1 Monthly Street Tree Productivity.

Category	Staff Hours	% of Total	% Change from Last Month	Trend
Tree Crew Hours				
1. Safety	18.5	8.1%	41.6%	
2. Tree Work	105.5	46.1%	50.0%	
3. Special Projects	95	41.5%	-	
4. Admin Time/Other	10	4.4%	11.4%	
Monthly Totals	229	100.0%	66.7%	

Item	Values	% Change from Last Month	Trend
5. Productivity			
Calls			
Call Outs	32	74.4%	▣▣▣
Service Requests: Submitted	0	-	
Service Requests: Completed	25	96.2%	▣▣
Sub Total	0	-	

Trees			
Planted: Trees	0	-	
Pruned	12	7.8%	▣▣
Removed: Trees (smaller)	0	-	
Removed: Stumps	0	-	
Removed: Trees	4	23.5%	▣▣
Sub Total	16	9.4%	▣▣

Tree Permits (#)			
Submitted	9	300.0%	▣▣
Approved	4	200.0%	▣▣
Denied	3	300.0%	▣▣
Total	16	266.7%	▣▣

6. Contracts			
Expenditures (\$)	\$ 16,368	-	▣▣

Trees (#)			
Planted	0	-	
Pruned	16	-	▣▣
Removed: Trees (smaller)	0	0.0%	
Removed: Stumps	6	-	▣▣
Removed: Trees	0	0.0%	
Routine Maintenance	0	-	
Total	22	-	▣▣

PHOTOGRAPHS



Figure 1. M&S Wesley Tree Crew removing dead trees in the central median on 20th st



Figure 2. M&S Wesley spider lift used in removing dead trees in the central median on 20th st



Figure 3. The Valley oak tree nursery is showing signs of germination



Figure 4. Ongoing assessment of Heritage tree contenders. Unfortunately, this Valley oak on Isaac James Dr has trunk rot and will most likely need to be removed.

Attachments:
A City of Chico National Arbor Day 2018 Proclamation

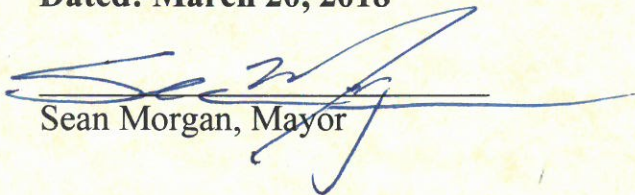
City of Chico

PROCLAMATION

- WHEREAS:** in 1872 Sterling Morton proposed, to the Board of Agriculture of Nebraska, that a special day be set aside for the planting of trees; and,
- WHEREAS:** this holiday, known as Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and is now observed throughout the world; and,
- WHEREAS:** trees clean the air, moderate the temperature, produce life-giving oxygen, provide habitat for wildlife; cut heating and cooling costs, and reduce erosion of precious topsoil; and,
- WHEREAS:** wherever they are planted, trees are a source of joy and spiritual renewal. Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and beautify our community; and,
- WHEREAS:** the National Arbor Day Foundation has recognized the City of Chico as a Tree City USA for the 34th year.

NOW THEREFORE, BE IT RESOLVED that I, Sean Morgan, Mayor of the City of Chico, on behalf of the City Council, do hereby proclaim April 27, 2018 as National "**ARBOR DAY**" and encourage all citizens to support our city's urban forestry program, helping to protect our trees and woodlands for present and future generations.

Dated: March 20, 2018


Sean Morgan, Mayor

