



CITY OF CHICO
BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC)

Regular Meeting Agenda
August 29, 2016, 6:30 pm
Municipal Center - 421 Main Street, Council Chamber

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

1. REGULAR COMMISSION MEETING

- 1.1. Call to Order
- 1.2. Roll Call

2. CONSENT AGENDA

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

- 2.1. Approve Meeting Minutes

Action: Approve minutes of BPPC held on 07/25/16.

- 2.2. Approve Permit for a Wedding In Middle Bidwell Park (6/10/17)

Applicant (Maria Cox) requests a reservation for the picnic area on the north side of the 5-Mile Recreation Area for a wedding. The event requires BPPC consideration as the reservation is in an area not designated for exclusive use (reservation area). **Recommendation:** *Approve permit with conditions.*

- 2.3. Approve Pumpkin Head Contest at City Plaza (10/14/16)

Applicant (Jon Graham, Results Radio) is requesting a permit to hold the annual Pumpkin Head Contest in City Plaza. This is the 20th year for this event, the fourth in City Plaza. The event requires BPPC consideration as the reservation is for more than 10 hours in length. **Recommendation:** *Approve permit with conditions.*

- 2.4. Approve Permit for Mountain Bike Race in Middle and Upper Bidwell Park (9/13/15).

Applicant (Jarret Yount) requests a permit to host a mountain bike race, the Bidwell Bump, in Middle and Upper Park. The event requires BPPC consideration as the race will use trails in Bidwell Park that are not considered intensive use areas. **Recommendation:** *Approve permit with conditions.*

ITEMS REMOVED FROM CONSENT – IF ANY

3. NOTICED PUBLIC HEARINGS - NONE

4. REGULAR AGENDA

- 4.1. Consider an Agreement with the Chico Equestrian Association for Use of the Chico Equestrian Arena, Middle Bidwell Park.

The Bidwell Park and Playground Commission (BPPC) will consider a 5-year agreement with the Chico Equestrian Association to continue to operate the Chico Equestrian Arena in Middle Bidwell Park. The new agreement incorporates new City Council directives and policies concerning City leases and agreements. The new policy requires Council approval of any leases or agreements with terms of five years or more. **Recommendation:** *Recommend that authorization to execute an agreement utilizing the new City policies.*

- 4.2. Review and Accept the 2015 Monitoring Report for the Peregrine Point Disc Golf Course

Staff will provide a review of 2015 monitoring data and provides several recommendations for the course and monitoring approach based on the past 5 years of monitoring. Staff will incorporate the recommendations into a revised 5 year Monitoring Plan that the BPPC will consider for adoption at a future meeting. **Recommendation:** *Review and accept the 2015 Monitoring Report.*

5. BUSINESS FROM THE FLOOR

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

6. REPORTS

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

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

7. ADJOURNMENT

Adjourn to the next regular meeting on September 26, 2016 at 6:30 p.m. in the Council Chamber of the Chico Municipal Center building (421 Main Street, Chico, California).



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

CITY OF CHICO
BIDWELL PARK AND PLAYGROUND COMMISSION (BPPC)

Minutes of
July 25, 2016 Regular Meeting

1. REGULAR COMMISSION MEETING

1.1. Call to Order

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

1.2. Roll Call

Commissioners present:

Alberto Hernandez
Jim Moravec
Janine Rood
Marisa Stoller

Commissioners present:

Mary Brentwood
Valerie Reddemann
Drew Traulsen

Commissioners absent:

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

2. CONSENT AGENDA

2.1. Approval of Meeting Minutes

Action: Approve minutes of BPPC held on 7/25/16

2.2. Permit for 37th Annual Endangered Species Fair (5/6/17)

The Butte Environmental Council (BEC) requested a permit to host the 37th Annual Endangered Species Faire, and educational event at the One Mile Recreation Area. **Recommendation:** *Approval of permit with conditions.*

MOTION: Approve Consent Agenda as submitted. **MADE BY:** Rood. **SECOND:** Stoller. **AYES:** 4 (Hernandez, Moravec, Rood, and Stoller). **NOES:** 0 **ABSENT:** 3 (Brentwood, Reddemann and Traulsen).

ITEMS REMOVED FROM CONSENT – NONE

3. NOTICED PUBLIC HEARINGS – NONE

4. REGULAR AGENDA

4.1. Agreement for Refreshment Concessions in Bidwell Park

In July 2015, the BPPC approved an extension with the Operator (Chuck Averill of the Dog House) to operate the One Mile Concession Stand. However, as per recent Council directives, the City has developed a new agreement and staff requests approval of the new agreement,

which will be forwarded to Council for final approval. **Recommendation:** *Recommend to Council approval of the new contract.*

Efseaff provided some background on the building's history. In the late 70s it was clear that the building needed upgrades to continue to serve food. The City did not have funding at the time so the building sat vacant for many years. About six years ago the City entertained proposals that would allow the concession stand to be improved and open again all through a public/private partnership.

The Dog House received the most favorable bid with their proposal allowing 15% of gross revenue going to the City towards rent.

The City approved an extension last year; however, the new one reflects new language that is being used City-wide in all contracts.

Constantin added that in 2015 the City adopted a comprehensive policy on City leases of City property. This is the only concession agreement the City has.

The main terms of the agreement were for two five-year extensions. This has been changed to a ten year lease agreement. The tenant invested \$35K in improvements and expected a return on investment over fifteen years.

The City has added provisions that protect the City such as a 90 day no fault termination clause to the lease. Also, termination provisions were included for failure of or frequent late payments, discrimination, and criminal activity that may occur. Also added were reporting requirements for revenues and expenditures; accounting of employees and where they reside; not to trademark of Bidwell Park, One Mile or Sycamore Pool in any way. A sexual conduct clause was also added to the agreement.

Moravec asked about the others that had responded to the RFP. He felt a shorter term than ten years would stimulate more creative proposals.

Efseaff stated that he feels the City has benefitted from the improvements to the concession stand.

MOTION: To recommend to Council approval of the new contract. **MADE BY:** Stoller. **SECOND:** Rood. **AYES:** 4 (Hernandez, Moravec, Rood, and Stoller). **NOES:** 0 **ABSENT:** 3 (Brentwood, Reddemann and Traulsen).

5. BUSINESS FROM THE FLOOR

Dick Cory addressed the Commission on Teichert Ponds Restoration Foundation and commended the Commission on their leadership. He felt the ponds should be treated as an extension of the parks and need improvements.

6. REPORTS

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

Efseaff reported the following:

- Ribbon cutting of Comanche Creek – great turnout!
- The Southwest Neighborhood group have pledged \$17K for maintenance at Comanche Creek.
- Issues with pets/dogs in the park as related to the heat. Rangers are trying to get the word out.
- There is a new fire danger in Bidwell Park.
- Tree removal bid will be opened soon.
- This is the last year for Annie B's matching grant. The focus will be Caper Acres.
- Staff and the Police Dept. have been working together in preventing negative behaviors in the park. This will include a Junior Ranger program.
- Showed photos of the new handrail on the stairs on Yahi trail. (Upper Park Road)

Romain reported the following:

- Outward Bound students have been working throughout the park on various projects.
- International students from all over are now working/volunteering in the park.
- Annual creeks cleanup is coming up in September. RFPs for Bidwell Park and Chico Creeks Cleanup will close on 7/28/16
- Chico State is interested in doing a 'Make a Difference Day' in which the whole community is involved. The tentative date is October 15th.

7. ADJOURNMENT

Adjourned at 7:20 p.m. to the next regular meeting on August 29, 2016 at 6:30 p.m. in the Council Chamber of the Chico Municipal Center building (421 Main Street, Chico, California).

Date Approved: / / .

Prepared By:

 / / S / /
Nancy Kelly, Administrative Analyst

 August 24, 2016
Date

Distribution: BPPC



BPPC Staff Report

Meeting Date 8/29/16

DATE: 8/16/16
 TO: Bidwell Park & Playground Commission
 FROM: Theresa Rodriguez, Administrative Assistant
 SUBJECT: Mountain Bike Race in Upper Park, 9/24/16

REPORT IN BRIEF:

The Bidwell Bump would like to host a mountain bike race in Middle and Upper Park on established trails. The start line will be at Five Mile Picnic Area and the finish line will be at Bidwell Golf Course, with routes on the north and south side of Middle and Upper Park. The applicant expects approximately 200 participants.

Recommendation: *Conditional approval.*

Event Details

Date of Application	8/5/2016
Date and Time of Event	9/24/16, 6:00 A.M. – 3:30 P.M.
Event Name	Mountain Bike Race
Applicant Name	Jarrett Yount
Location	5 Mile Picnic Area through Upper Park
Description	Mountain bike race
New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Years? 4
# Participants	200
Reason for BPPC Consideration?	Not an intensive use area.
BPMMP Consideration	Mountain biking is a permissible use under the Bidwell Park Master Management Plan (BPMMP). The plan also notes that Upper Park is a protected area for non-intensive recreational uses and non-intensive wilderness compatible recreation shall be provided in Upper Park (O.Upper-2; I. Upper-1). The use of Upper Park trails for the race is considered an intensive use and requires BPPC approval.

Conditions

Staff recommends the following conditions:

- Must sign at the bottom of Section 3, Conditions of Park Use.
- Must write out start and finish areas for all races.
- Continued adherence to all park rules.
- Maintain participants at 200.
- Set-up vehicles shall be restricted to one vehicle in closed areas and must travel on established gravel and paved roads and comply with all laws.
- Report any medical incidents/accidents to on duty ranger.
- No parking on park side of Centennial.
- Mandatory parking monitor to divert cars off Centennial once the lot is full to either Hooker Oak Park or the north Five Mile Parking Area.
- The applicant must provide sufficient monitoring to keep racers on the established route as well as direct traffic where the route crosses the road. (Per 2012 evaluation: *Signage “should be designed to be more visible and located in several places.”*) Signage must also be in place in order to ensure racers follow the established routes and also to notify other park users of the event.

- In the event that the Middle Park trails are closed due to wet or unsafe conditions, the race course will need to be altered accordingly and approved by the Park Division. The applicant has agreed to move the route to paved paths and roads in the case of a wet weather closure of the trails. Applicant will be asked to submit an alternative wet weather compliant route to the Park Division.
- The applicant will need to do a final inspection of the race courses at the conclusion of the event and remove all signs and course markings as well as pick up any associated trash.

Attachments: Application and Permit for Park Use

Distribution: Jarrett Yount



City of Chico

APPLICATION & PERMIT FOR PARK USE

Public Works Department - Park Division

Type of Event:

PUBLIC PRIVATE

SECTION 1 - APPLICANT INFORMATION

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

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

PLEASE PRINT:

Name of Applicant/Contact Person: JARRET YOUNT

Organization Name (if applicable): Bidwell Bump Races

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

Day and Date of Event: Sat Sept 24 2016

From: 6am To: 3:30
Total Time Needed for Set-up, Event, and Clean-up

From: 6am To: 3:30 pm 200
Time of Event Only Number of people

E-mail address: [Redacted]

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

AREA REQUESTED: (Please check if requested)

- Bidwell Bowl Amphitheater
 - Electricity (15 amp)
- Note: Special conditions apply for amplified sound (12R.08.263 CMC)
- Cedar Grove Picnic Area
 - Electricity (15 amp)
- Meadow
 - 100 amp Electrical Service tables, restroom area (circle)
 - Water (public events only)
- Children's Playground
 - Electricity (15 amp)-Pick up key on _____ Mon - Fri 8:00 - 3:30
 - Water (public events only)
 - 100 amp Electrical Service
- City Plaza (Additional fees may apply)
 - Electricity (15 amp)
 - 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 - North Side for Start only
- One Mile Picnic/Barbeque Area - Water available, no hose bib
- Oak Grove A
 - 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
- Oak Grove B
- Depot Park
 - Electricity (15 amp)
- Lower Bidwell Park (public events only): _____
- Upper Bidwell Park (public events only): trails
- Other (specify) (public events only): _____
- Early Entrance Needed (public events only) Yes No

Additional Description of the Event: All levels of racing. Open to all. Race ending ceremony will be at Golf Course

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

SECTION 2 - PERMIT FEES

Call Park Office at 896-7800 for availability of park areas and fee schedule 80 020

- Application Fee \$ 19.00 (Non-Refundable)
- Reservation Fee \$ 90.50 (\$11.00 minimum, please call for quote)
- Insurance Fee \$ 40.00 (\$40.00 to process outside insurance)
- Vendor Fee # 1 \$ 4.00 (\$6.00 per vendor)
- Damage Deposit \$ 100.00 (\$100.00 refundable)
- Early Entrance Fee \$ 32.50 (\$32.50/hr. public events only)
- Additional Park Use Fees \$ _____ (see fee schedule)

Additional fees for City Plaza use:

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

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

Park Fee Total: \$ 288.00

Convenience Fee: \$ _____

Total Fee Required: \$ _____

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

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

City of Chico Cash Receipt No. CR411252 Payment Method: CK 1211 Date: 8/17/16 Received By: LH

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

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: <u>Age 14 and over</u> - license, catch and release; <u>Under 14</u> - no license, catch and keep.
Gate Closures	Upper Park gate at parking area E is closed on Sundays and Mondays and during wet periods. Gates can be closed for approved special events. See www.ci.chico.ca.us/general_services_department/park_division/gate_closing_hours.asp
Glass	No glass containers allowed in any City Park or Playground.
Horses	Horses must stay on designated trails. Horses are not allowed in One-Mile or Five-Mile Recreation Areas. Horses must cross the creek at approved crossings. Safe and courteous riding is the Park standard.
Noise	No loud or unusual noises are allowed; including: radios and headsets that can be heard over 50' away. Music/Amplified Sound at One-Mile Recreation Area, please, face all speakers away from Woodland Ave.
Park Closures	Lower Park is closed from 12:00 am (midnight) until 5:00 am every day, unless directly and actively proceeding to a destination outside of the park. Upper Park is closed between the hours of 11:00 pm and 60 minutes before sunrise every day, unless posted otherwise.
Signs/Defacing	Defacing of trees, benches, tables, any park fixtures, open ground, or paved roads/paths with markings, staples, tacks, or signs is prohibited. No pinatas, or accessories shall be affixed to trees. Only barricades, cones, or self standing devices may be used for these purposes.
Smoking	Smoking is not permitted in any City Park or Playground.
Swimming	While in the 1-Mile swim area compliance with lifeguards is required for public safety. Pool is open and lifeguards are on duty from Memorial Day through Labor Day.
Vegetation	No taking, cutting or injury of any vegetation in the Park is allowed.
Vehicle Traffic	<ul style="list-style-type: none">• While gates are closed, limited use of vehicles to set up for event is permitted. Vehicles must be in compliance with the one-way designation of the roadway, must yield to all other activities (walking, jogging, bicycling, and horseback riding), must travel with flashers on and may not exceed ten (10) miles per hour.• Permittee shall provide adequate signs and supervision to avoid conflicts between vehicles, bicycles, equestrians, and general public.• Only emergency vehicles will be allowed access through the area of South Park Drive which has been closed to motor vehicles.• No vehicles are permitted to travel or park on grass areas.

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

Signed: _____

SECTION 4 – INSURANCE

(to be determined by Park Office)

INSURANCE REQUIREMENTS ARE APPLICABLE TO:

Insurance Required

Not Required

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

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

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

Organization Named on Certificate of Insurance _____

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

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

NOTE: NUMBERS 2 AND 3 MUST BE SEPARATE ENDORSEMENTS:

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

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

SECTION 5 - ACCEPTANCE OF CONDITIONS

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

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

X _____
Signature of Applicant

X 7/27/2016
Date

RETURN THIS FORM TO:

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

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

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

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

SECTION 6 – GENERAL SERVICES DIRECTOR AUTHORIZATION

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

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

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

Signature of Park and Natural Resources Manager

Date

EVENT INFORMATION

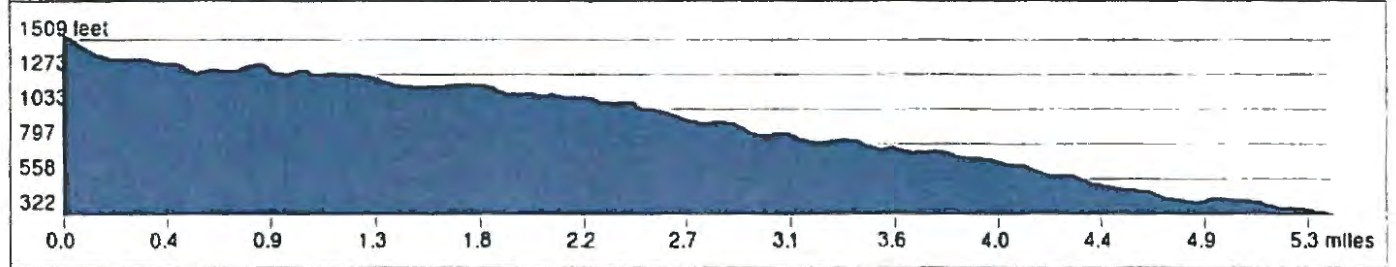
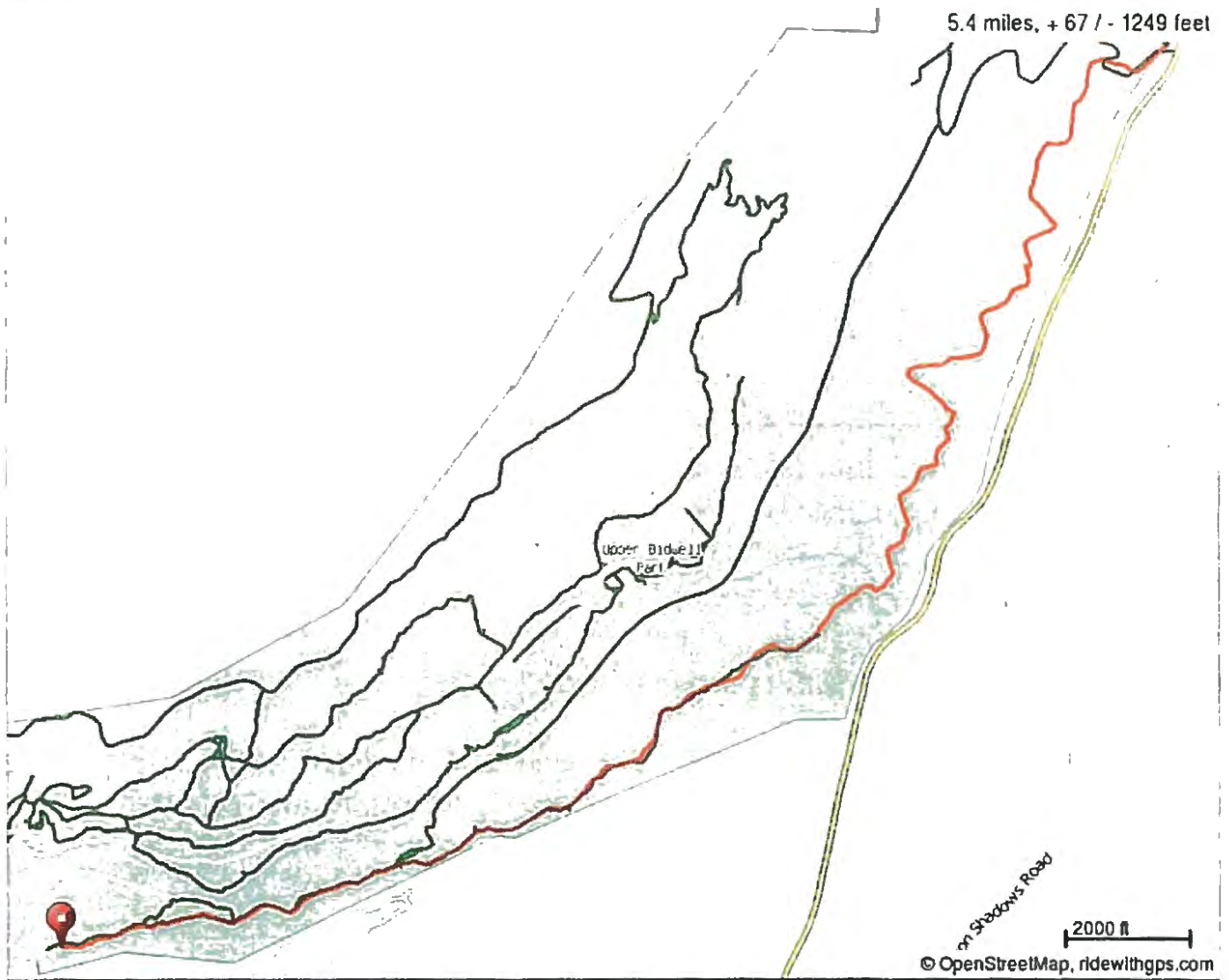
Please answer the following questions by circling "Yes" or "No"

Is this an annual event? How many years have you been holding this event? _____	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')	Yes	No
Specify type (microphone, band, radio, PA system etc): <u>Bull Horn</u>		
When will amplified sound/music be heard? Time from: <u>9am</u> until: <u>3pm</u> amps needed (15 or 100) <u>Self contained</u>		
<i>Note: 100 amp electrical service requires a certified electrician to operate.</i>		
Will there be any entertainment apparatus? (Operator to provide proof of insurance)	Yes	No
[] Bounce house [] Climbing wall [] Ropes Course [] Other: _____		
Name of Operator: _____		
Will there be any vendors at this event? (No glass or alcohol permitted)	Yes	No
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: _____		
Will event require that any part of the Park remain closed beyond the normal time of opening?	Yes	No
<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>		
<i>(Subject to approval by the General Services Department Director and/or Senior Park Ranger.)</i>		
If "yes" please state which gate(s): _____		
Time of closure from: _____ until: _____		
Will there be early entrance into the Park for setup?	Yes	No
If "yes" when will monitors be at their position(s)? Time from: _____ until: _____		
<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>		
Will event require over night camping for security purposes? (authorized for a maximum of two people, 12R.04.340 CMC)	Yes	No
If "yes" how many security personnel will be required?		
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.	Yes	No
Restroom Company _____ Phone Number _____		
Location of portable restrooms _____		
<i>Note: Restrooms shall be removed within 24 hrs after conclusion of event.</i>		
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>	Yes	No
Number of Trash Cans _____ Number of Recycling Containers _____		
Sanitation Company _____ Phone Number _____		
<i>Note: Sanitation containers shall be removed within 24 hrs after conclusion of event.</i>		
Will your event include the use of any signs, banners or decorations? (Please see 'Conditions For Park Use')	Yes	No
If yes, please describe type and location: <u>Only stand alone banners will be used.</u>		
<i>Note: All signs and banners shall be free standing and not affixed to Park property.</i>		
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 <u>only</u> may be obtained from the City by calling (530) 896-7800.		
Will vendors be placed on the perimeter sidewalks?	Yes	No
<i>If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.</i>		
Will City street closure(s) be needed?	Yes	No
<i>A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.</i>		

Bidwell Bump Participant information

- For the Sport, Expert and Pro categories the **Cross-Country (XC)** race course will test everyone with North Rim's lava-capped climb, B-Trail's switchbacks, the Big Chico Creek crossing, 10 Mile House trail (aka; Green Gate climb) and weaving single-track through canyons and cliffs of Bloody Pin and South Rim. The courses are not for the faint-of-heart, but will greatly reward the racers as they descend the multiple trails that make the South side of Big Chico Creek famous. The course is 14.3 miles with 2000' of climbing. *The race has a mass-start at 9 am, mandatory participants meeting at 8:55 am.*
- The Experts and Pros will have the option of taking the **All Mountain Challenge (AMC)**. This is the ultimate race the Bidwell Bump can offer; racing the XC course and the Super Downhill (SD) race course. The SD course is 5 miles and is very technical, and only intended for advanced riders. Participants are expected to have the correct protective equipment. Participants in the AMC race must race the same bike in the SD as used for the XC, otherwise they will be disqualified.
- For Expert and Pros only, the **Super Downhill (SD) race** starts at 1:00 pm in one minute intervals. *The SD can only be raced by participants who raced the XC race. No exceptions.* Mandatory participants meeting at 12:45 pm at the start. The starting line is off HWY 32 on the west side of the road across from Ten Mile House Road. Participants need to provide their own transportation to the start.
- **The Beginner Bump** is approximately 5.7 miles with some technical aspects as it winds through Middle and Lower Trails of Upper Bidwell Park. The Beginner Bump starts at 9:15 am, mandatory participants meeting at 9:10 AM.
- **The Sport Bump** is approximately 8.1 miles and includes the 5.7 miles of the Beginner Bump with additional 2.4 miles of more a technical single-track on Middle and Lower Trails in Upper Bidwell Park. The Sport Bump participants should not be new to mountain biking but can complete the course if familiar with the basic skill set that it takes to navigate through technical sections. The Sport Bump starts at 9:05 am, a mandatory pre-race meeting will start at 9:00 am immediately after the XC Race begins.
- **The Kids Race** will be hosted by a separate group (TBA) at a near-by location. It is on a flat dirt course that is approximately 1.0 mile in length. The kids race will have 3 age categories; 4 and under (100 yd/300' dash), 5-7 (1 lap) and 8-10 (2 laps). The Kid's Race starts at 11:00 AM, mandatory participant meeting at 10:55

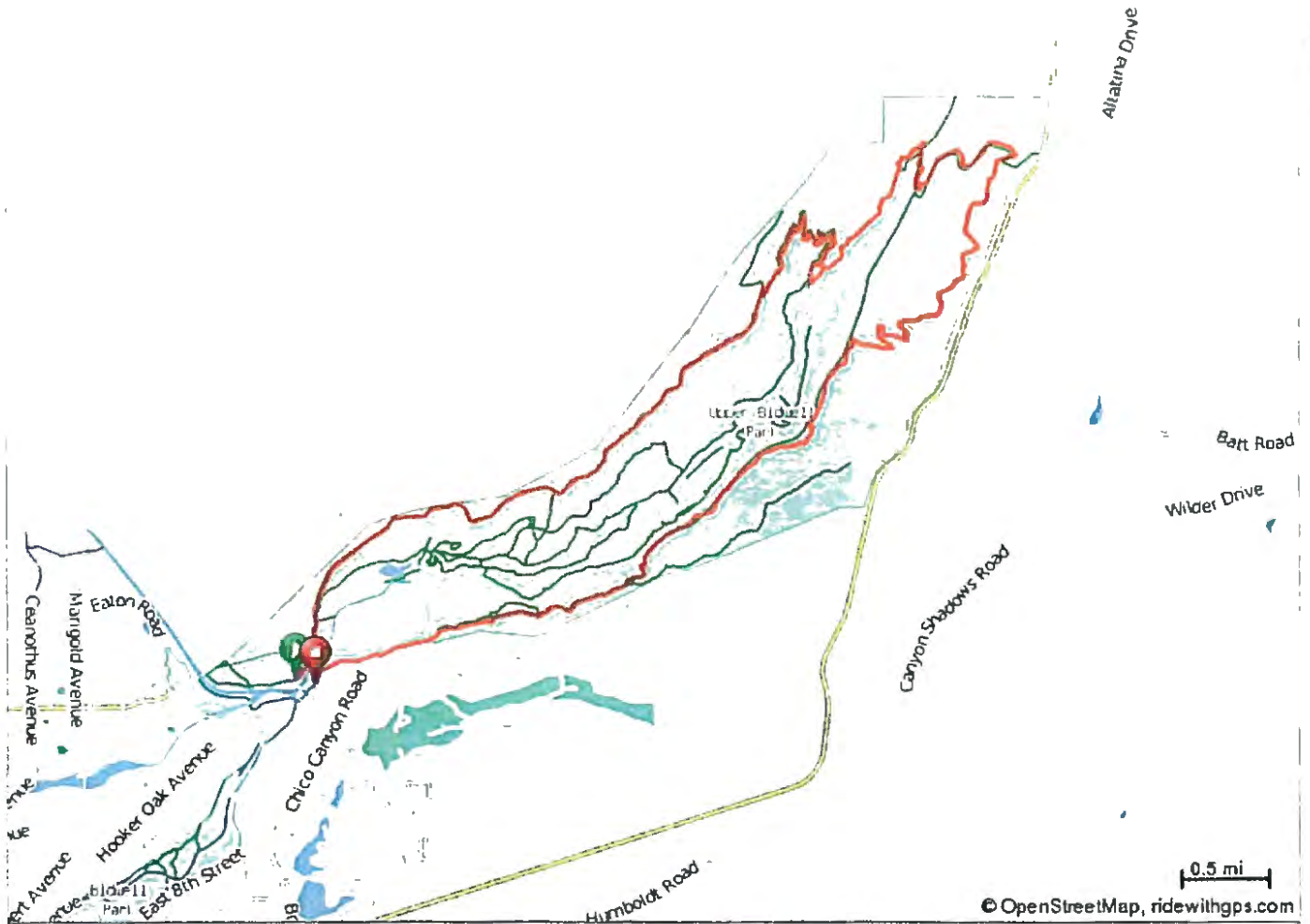
SD



XC

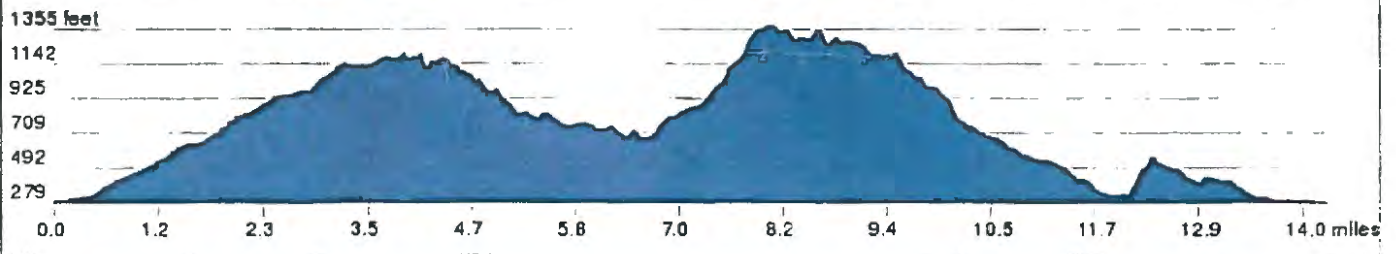
14.3 miles, + 1933 / - 1943 feet

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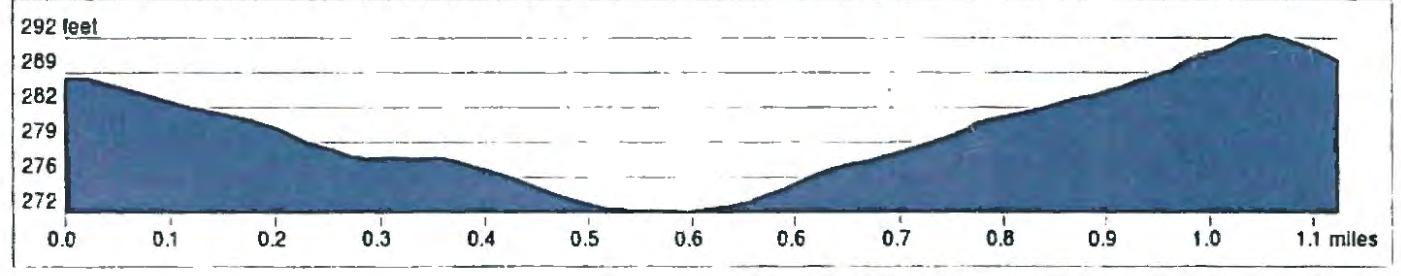
© OpenStreetMap, ridewithgps.com

0.5 mi



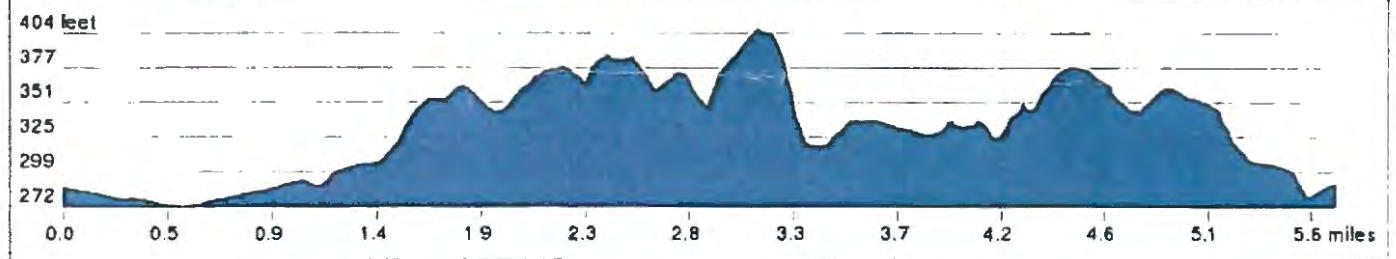
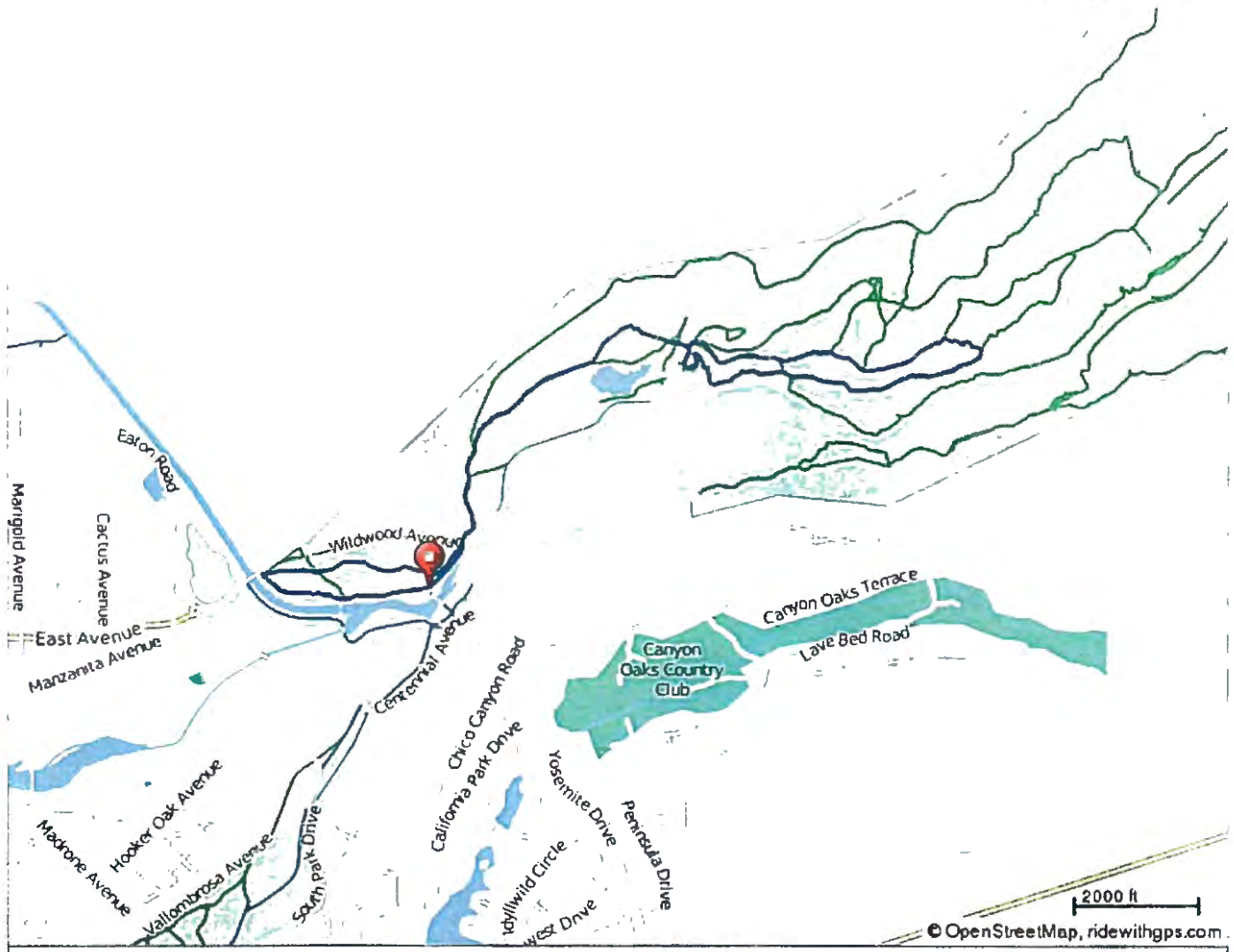
Kids Race

1.1 miles, + 19 / - 20 feet

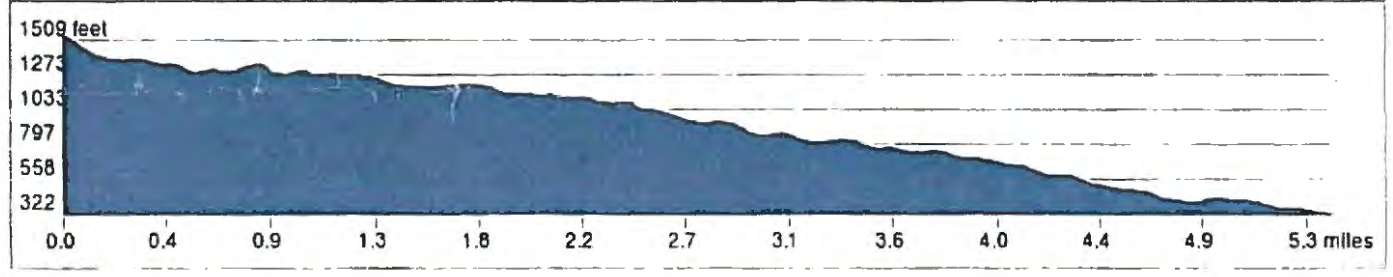
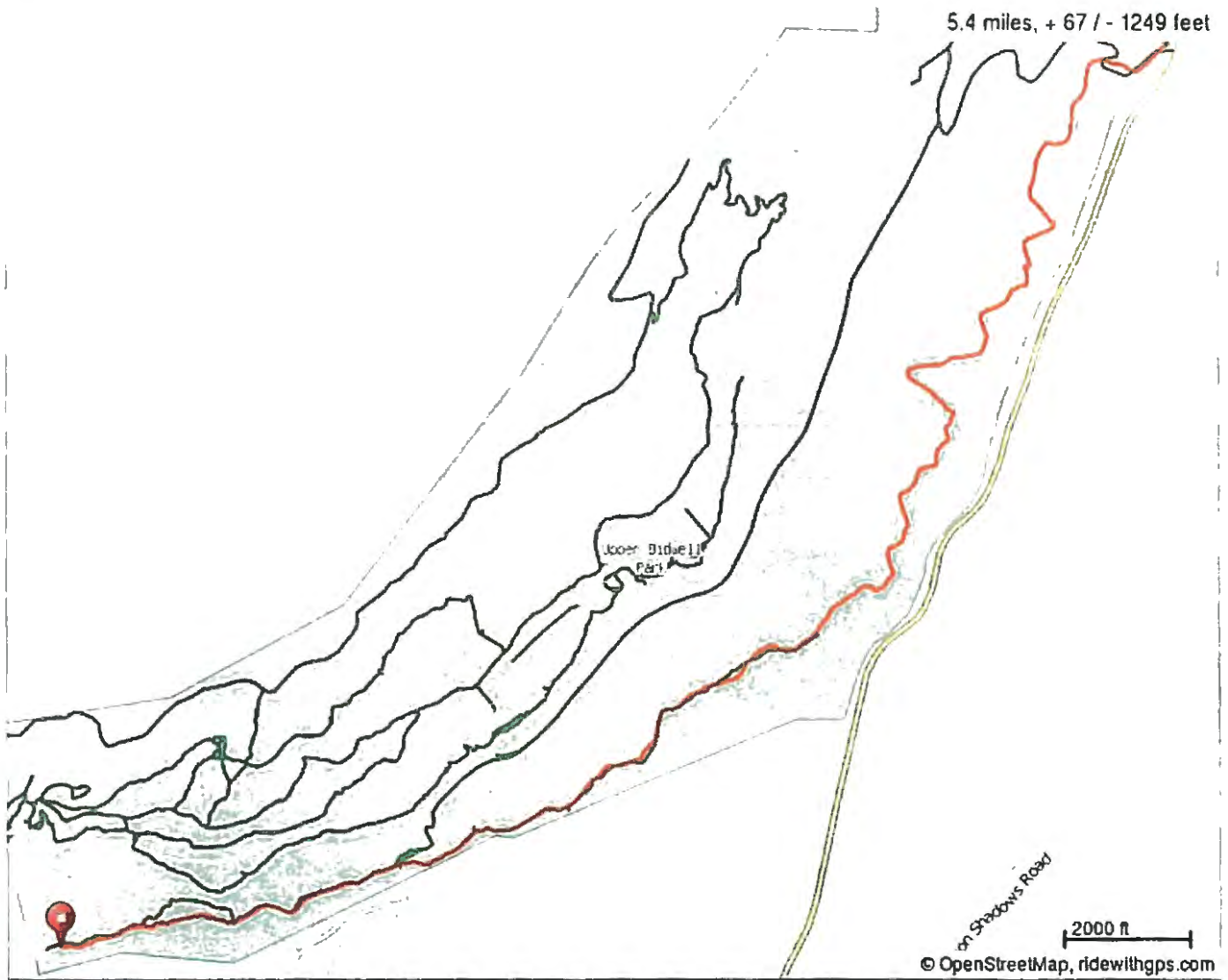


The Beginner Bump

5.7 miles, + 334 / - 332 feet



SD





BPPC Staff Report

Meeting Date: 8/29/2016

DATE: 8/23/16
 TO: Bidwell Park and Playground Commission
 FROM: Shane Romain, Park Services Coordinator
 SUBJECT: Permit for 20th Annual Z Rock Pumpkin Head Contest, 10/14/16

REPORT IN BRIEF:

Contestants stand on milk crates, for as long as possible, with pumpkins on their heads until there is only one contestant left standing. This contestant will win \$1000.00.

Recommendation: *Conditional approval.*

Event Details

Date of Application	7/1/2016
Date of Event	10/14/2016
Time of Reservation	6:00 am to 9:00 p.m.
Event Name	20 th Annual Z Rock Pumpkin Head Contest
Applicant Name	Jon Graham
Location	City Plaza
Description	Contest
New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years? 20 years total, 4 in City Plaza
# Participants	300
Reason for BPPC Consideration?	Exceeds 10 hours in length or is for multiple days.

Conditions

Staff recommends the following conditions:

- Continued adherence to all park rules.
- Must obtain a street closure permit from the Engineering Division.
- Additional trash cans and recycle containers required throughout the Plaza.
- City Plaza shall be left clean from litter and trash and all pumpkin material will be removed, as well as from surrounding areas adjacent from the Plaza.
- At applicant's expense, have an EMS on site for the entire event
- Amplified sounds shall be kept at a reasonable level (past years have documented noise complaints.)
- No signs to be attached or hung from trees, tree barriers, or vegetation and to be removed immediately after the event.
- No vehicles shall not be permitted within the interior of City Plaza.
- Applicant to arrange for a California Contractors State Licensed electrician to hook into 100 amp electrical.
- Applicant to contact the Parks Division to obtain bags for parking meters for vendor loading and unloading only.

Attachments: Application and Permit for Park Use

Distribution: Jon Graham - Results Radio LLC



City of Chico

APPLICATION & PERMIT FOR PARK USE

Public Works Department - Park Division

Type of Event:

PUBLIC PRIVATE

SECTION 1 - APPLICANT INFORMATION

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

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

PLEASE PRINT:

Jon Graham

Name of Applicant/Contact Person

Results Radio

Organization Name (if applicable)

856 Manzanita Ct.

Home, Organization, or Company Address

Chico, CA 95926

City, State, Zip

(530) 342-2200

Contact Phone #

(530) 828-2036

Alternate Phone #

Pumpkinhead

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

10/14/2016

Day and Date of Event:

From: **6a** To: **9p**

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

From: **8a** To: **8p** **300**

Time of Event Only

Number of people

E-mail address: **jgraham@resultsradio.com**

Note: Park gates will remain closed here until the opening time for any event with less than 1,000 people. All fees with less than 1,000 people at One Mile must start before 8:30 am. Street closures (if subject to approval).

AREA REQUESTED: (Please check if requested)

Bidwell Bowl Amphitheater

Electricity (15 amp)

Note: Special conditions apply for amplified sound (12R.08.263 CMC)

Cedar Grove Picnic Area

Electricity (15 amp)

tables, restroom area (circle)

Meadow

100 amp Electrical Service

Water (public events only)

Children's Playground

Electricity (15 amp)-Pick up key on: _____ Mon - Fri 8:00 - 3:30

Water (public events only)

100 amp Electrical Service

City Plaza (Additional fees may apply)

Electricity (15 amp)

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): _____

Other (specify) (public events only): _____

Early Entrance Needed (public events only) Yes No

Additional Description of the Event: ²⁰¹⁶

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

SECTION 2 - PERMIT FEES

Call Park Office at 530-7800 for availability of park areas and fee schedule 80.020

- Application Fee \$ 19.00 (Non-Refundable)
- Reservation Fee \$ 73.50 (\$11.00 minimum, please call for quote)
- Insurance Fee \$ 40.00 (\$40.00 to process outside insurance)
- Vendor Fee # 5 \$ 30.00 (\$6.00 per vendor)
- Damage Deposit \$ 100.00 (\$100.00 refundable)
- Early Entrance Fee \$ 32.50 (\$32.50/hr. public events only)
- Additional Park Use Fees \$ 125.00 (see fee schedule)

Additional fees for City Plaza use:

Event Restrooms 1 x (\$95.00) = \$ 95.00

#days

100 amp Electrical 1 x (\$30.00) = \$ 30.00

(electrician required) #days

Park Fee Total: \$ 420.00

Convenience Fee: \$ n/a

Total Fee Required: \$ 420.00

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

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

City of Chico Cash Receipt No. CR 410133 Payment Method: CK 10439 Date: 7/1/16 Received By: CH

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

8/29/16

SECTION 3

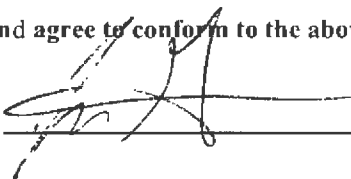
CONDITIONS FOR PARK USE

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

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

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

Signed: _____



SECTION 4 – INSURANCE

(to be determined by Park Office)

INSURANCE REQUIREMENTS ARE APPLICABLE TO:

Insurance Required

Not Required

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

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

If insurance is required, Certificate of Insurance, meeting City standards must be received by: Sept 30, 2016

Organization Named on Certificate of Insurance Results Radio

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 7/1/16
Date

RETURN THIS FORM TO:

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

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

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

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

SECTION 6 – GENERAL SERVICES DIRECTOR AUTHORIZATION

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

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

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

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? ²⁰ _____	Yes	No
Is there a patron admission, entry, or participant fee(s) required for your event?	Yes	No
Will there be amplified sound/music at event? (Please see 'Conditions For Park Use') Specify type (microphone, band, radio, PA system etc): <u>Radio Station Broadcast and Live Music</u>	Yes	No
When will amplified sound/music be heard? Time from: ^{12p} _____ until: ^{7p} _____ amps needed (15 or 100) ¹⁰⁰ _____ <small>Note: 100 amp equipment service requires a certified electrician to operate.</small>		
Will there be any entertainment apparatus? (Operator to provide proof of insurance) [] Bounce house [] Climbing wall [] Ropes Course [] Other: _____	Yes	No
Name of Operator: _____		
Will there be any vendors at this event? (No glass or alcohol permitted) If "yes" please note the number of vendors anticipated: ⁵ _____ (submit a, separate, complete list) Does your event include food concession and/or preparation areas? If yes, please describe how food will be served and/or prepared: _____	Yes	No
Will event require that any part of the Park remain closed beyond the normal time of opening? <small>Note: Park gates will not remain closed beyond normal opening time for any event with less than 1,000 people. All races with less than 1,000 people at One Mile must start before 8:30am.</small> (Subject to approval by the General Services Department Director and/or Senior Park Ranger.) If "yes" please state which gate(s): _____	Yes	No
Time of closure from: _____ until: _____		
Will there be early entrance into the Park for setup? If "yes" when will monitors be at their position(s)? Time from: _____ until: _____ <small>Note: Gate Monitors are required at the entrances and exits for early Park entrance. An additional fee may be charged for early entrance.</small>	Yes	No
Will event require over night camping for security purposes? (authorized for a maximum of two people, 12R.04.340 CMC) If "yes" how many security personnel will be required?	Yes	No
Portable Restrooms: You are required to provide portable restroom for events with 200+ participants at your event, in the immediate area of the event site which will be available to the public during your event. Restroom Company _____ Phone Number _____ Location of portable restrooms _____ <small>Note: Restrooms shall be removed within 24 hrs after conclusion of event.</small>	Yes	No
Sanitation and Recycling: As an event organizer, you must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition. <i>For events with 200+ participants, additional trash and recycling cans are required.</i> Number of Trash Cans _____ Number of Recycling Containers _____ Sanitation Company _____ Phone Number _____ <small>Note: Sanitation materials shall be removed within 72 hrs after event conclusion.</small>	Yes	No
Will your event include the use of any signs, banners or decorations? (Please see 'Conditions For Park Use') If yes, please describe type and location: ^{Vinyl banners} _____ <small>Note: All signs and banners shall be free standing and not affixed to Park property.</small>	Yes	No
Will water be needed during your event? Please provide your own hose and on/off switch. No hose bib is available at One Mile Recreation Area. <small>Note: Please request a water coupler key for City Plaza, Children's Playground, and Cedar Grove.</small>	Yes	No
Do you request irrigation to be turned off before and during your event?	Yes	No
CITY PLAZA ONLY: Vehicles are not allowed in City Plaza. Loading and unloading must occur from the streets. Meter bags for unloading and loading <u>only</u> may be obtained from the City by calling (530) 896-7800.		
Will vendors be placed on the perimeter sidewalks? If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.	Yes	No
Will City street closure(s) be needed? <small>A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900.</small>	Yes	No



June 21, 2016

To Whom It May Concern:

Results Radio of Chico, 106.7 Z-Rock, and our incredible sponsors within the Chico business community are excited to produce the 20th annual Pumpkinhead Contest, October 14th, 2016. During the course of our previous 19 events, it has always been amazing how much listeners and the community as a whole has supported our contestants as they compete for the grand prize package, but more often than not, for the glory of being the reigning Pumpkinhead Champion.

Similar to previous years, we are requesting the reservation of the City Plaza from 6am-9pm on the 14th of October to conduct the promotion. While the contest begins at 8am, it is typical for our staff to begin setup shortly after 6am. It is our goal to conclude the contest and be cleaned up and off premises before 9pm, the day of the event.

On site, we will again have our contestants in a gated area, the radio station broadcasting from the event, a few vendors, and live music in the afternoon and into the early evening. The event will continue to be family appropriate, and safety personnel will be onsite for our contestants.

Thank you for your consideration. We look forward to another fun and exciting year of Pumpkinhead in Downtown Chico.

Regards,

A handwritten signature in blue ink, appearing to read "Jon Graham", with a long horizontal flourish extending to the right.

Jon Graham
Market Manager
Results Radio, LLC.
856 Manzanita Ct. Chico, CA 95926
Office: 530-342-2200 Fax: 530-342-2260
KCEZ/KTHU/KBQB/KRQR



BPPC Staff Report

Meeting Date 8/29/16

DATE: 8/12/16
TO: Bidwell Park & Playground Commission
FROM: Theresa Rodriguez, Administrative Assistant
SUBJECT: Permit to Hold a Wedding on the North Side of 5 Mile Picnic Area, 6/10/17

REPORT IN BRIEF:

Applicant, Maria Cox, would like permission to reserve the north side of 5 Mile picnic area for a wedding which will be held on June 10, 2017.

Recommendation: Conditional approval.

Event Details

Date of Application	8/5/2016
Date of Event	6/10/2017
Time of Event	3:00 PM – 6:00 PM
Event Name	Wedding
Applicant Name	Maria Cox
Location	North side picnic area at 5 Mile
Description	Wedding
New Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. Years?
# Participants	100
Reason for BPPC Consideration?	Not an intensive use area.

Conditions

Staff recommends the following conditions:

- Continued adherence to all park rules.
- Set-up vehicles must travel on established gravel and paved roads and comply with all laws.
- The applicant will need to do a final inspection of the picnic site at the conclusion of the wedding and remove all signs and markings as well as pick up any associated trash.

Attachments: Application and Permit For Park Use

Distribution: Maria Cox



City of Chico

APPLICATION & PERMIT FOR PARK USE

Public Works Department - Park Division

Type of Event:

PUBLIC PRIVATE

SECTION 1 - APPLICANT INFORMATION

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

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

PLEASE PRINT:

Maria Cox

Name of Applicant/Contact Person

Wedding Ceremony

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

Saturday June 10th, 2017

Day and Date of Event:

From: 10:00am To: 6:00pm

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

From: 3:30pm To: 5:00pm 100

Time of Event Only Number of people

E-mail address:

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

Organization Name (if applicable)



Contact Phone #

Alternate Phone #

AREA REQUESTED: (Please check if requested)

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

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

Additional Description of the Event: I would like to reserve the North section of the recreation area instead of the SE. Thank you!

I would like to reserve the North section instead of the SE. Thanks!

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

- [X] Application Fee \$ 19.00 (Non-Refundable)
- Reservation Fee \$ 11.00 (\$11.00 minimum, please call for quote)
- Insurance Fee \$ _____ (\$40.00 to process outside insurance)
- Vendor Fee # _____ \$ _____ (\$6.00 per vendor)
- Damage Deposit \$ _____ (\$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: \$ 30.00

Convenience Fee: \$ _____

Total Fee Required: \$ _____

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

City of Chico Cash Receipt No. CR411367 Payment Method: CC3856 Date: 8/5/16 Received By: LC

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

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 Area.
- 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/regulation/>, Freshwater Sport Fishing, Alphabetical List of Waters with Special Fishing Regulation (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.pdf
- Glass** No glass containers allowed in any City Park or Playground.
- Horses** Horses must stay on designated trails. Horses are not allowed in One-Mile or Five-Mile Recreation Areas. Horses must cross the creek at approved crossings. Safe and courteous riding is the Park standard.
- Noise** No loud or unusual noises are allowed, including: radios and headsets that can be heard over 50' away. Music/Amplified Sound at One-Mile Recreation Area, please, face all speakers away from Woodland Ave.
- Park Closures** Lower Park is closed from 12:00 am (midnight) until 5:00 am every day, unless directly and actively proceeding to a destination outside of the park. Upper Park is closed between the hours of 11:00 pm and 60 minutes before sunrise every day, unless posted otherwise.
- Signs/Defacing** Defacing of trees, benches, tables, any park fixtures, open ground, or paved roads/paths with markings, staples, tacks, or signs is prohibited. No pinatas, or accessories shall be affixed to trees. Only barricades, cones, or self standing devices may be used for these purposes.
- Smoking** Smoking is not permitted in any City Park or Playground.
- Swimming** While in the 1-Mile swim area compliance with lifeguards is required for public safety. Pool is open and lifeguards are on duty from Memorial Day through Labor Day.
- Vegetation** No taking, cutting or injury of any vegetation in the Park is allowed.
- Vehicle Traffic**
- While gates are closed, limited use of vehicles to set up for event is permitted. Vehicles must be in compliance with the one-way designation of the roadway, must yield to all other activities (walking, jogging, bicycling, and horseback riding), must travel with flashers on and may not exceed ten (10) miles per hour.
 - Permittee shall provide adequate signs and supervision to avoid conflicts between vehicles, bicycles, equestrians, and general public.
 - Only emergency vehicles will be allowed access through the area of South Park Drive which has been closed to motor vehicles.
 - No vehicles are permitted to travel or park on grass areas.

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

Signed: _____



SECTION 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 trail deck.
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- 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.
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- 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_notice
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 - Permittee shall provide adequate signs and supervision to avoid conflicts between vehicles, bicycles, equestrians, and general public.
 - Only emergency vehicles will be allowed access through the area of South Park Drive which has been closed to motor vehicles.
 - No vehicles are permitted to travel or park on grass areas.

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

Signed: _____



EVENT INFORMATION

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

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



BPPC Staff Report

Meeting Date: 08/29/16

DATE: 07/29/16
TO: Bidwell Park and Playground Commission
FROM: Dan Efseaff, Parks and Natural Resource Manager
SUBJECT: Revised Agreement with the Chico Equestrian Association for Use of the Chico Equestrian Arena, Middle Bidwell Park.

REPORT IN BRIEF:

The Bidwell Park and Playground Commission (BPPC) will consider a 5-year agreement with the Chico Equestrian Association to continue to operate the Chico Equestrian Arena in Middle Bidwell Park. The new agreement incorporates new City Council directives and policies concerning City leases and agreements. The new policy requires Council approval of any leases or agreements with terms of five years or more.

Recommendation: *Recommend that City Council authorize the City Manager to execute an Agreement with the Chico Equestrian Association utilizing the new agreement template, and other proposed revisions which are in compliance with the City's new City Property lease policy.*

Background:

In January 2001, the BPPC approved a lease with the Chico Equestrian Association (CEA) for a term of five-years with two five-year extensions. The report noted that the "proposed lease is similar to the old lease which began 1/2/91" and that the CEA made several improvements to the facility to benefit the equestrian community. Located near the Wildwood and Manzanita Avenues traffic circle, the facility provides horseback riders access to Bidwell Park and an arena for events and training. The lease provides for Association use and provides for general public use free of charge. The last extension for the 2001 expired on 2/1/2016.

Section 1006.C of the City Charter authorizes the BPPC to enter into leases and contracts for terms of less than 15 years. At the 2/29/16 meeting, the BPPC provided approval for a month to month agreement to carry forth the terms of the agreement adopted in 2001, to allow time to complete a revised agreement under a newly adopted (10/6/15) Administrative Procedure and Policy Manual (AP&P 11-66). The policy applies to all City-owned property and defines the requirements for any City lease agreement.

Discussion:

Since the adoption of the AP&P, the City has developed a template agreement, and the new agreement will be used for the CEA lease. With the current changes to City contracting policies, the City developed an agreement template (Agreement) as the model to use for agreements within the City operations. A copy of the agreement is attached (Attachment A). This agreement will be similar to the one developed recently for the One Mile Concession Stand. Some changes may be added during review from the City Attorney. Some notable changes from the past agreement include:

1. A smaller lease footprint to better reflect the CEA maintenance area.
2. A 5 year term (terminates June 30, 2021) with an option for three (3) one (1) year periods extensions.
3. A listing of utilities and operating costs.

All other provisions, such types of merchandise sold and the allowable operating seasons and hours, will remain the similar to the last agreement.

Because of the significant investment in the property and the good standing of the Operator, Staff recommends execution of the new Agreement and requests that the BPPC action to recommend City Council authorization to the city manager to execute the agreement with the CEA to operate the Chico Equestrian Arena. If approved, Staff will prepare a Council minute order for the authorization.

Attachments:

- A) Revised Amendment

S:_Old drive to be deleted July 2015\Admin\BPPC\BPPC_Meetings\2015\15_0727\BPPC_Concession_Report_15_0727.docx
8/23/2016

**RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF
CHICO AND THE CHICO EQUESTRIAN ASSOCIATION, INC.**

This Ground and Property Lease (“Lease,” “Agreement,” or “Lease Agreement”) is entered into on this 30th day of June 2016, by and between the City of Chico, a municipal corporation of the State of California (“City”), acting by and through the Bidwell Park and Playground Commission, and the Chico Equestrian Association, Inc., a nonprofit corporation of the State of California (“Lessee”). The City and the Lessee hereinafter may also be referred to individually as “Party” and collectively as the “Parties.”

RECITALS

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

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

WHEREAS, the City is the owner of that certain real property, within Bidwell Park, which consists of an equestrian arena and event center on a portion of Bidwell Park bounded by Wildwood Avenue, Sycamore Creek Diversion channel to the weir, Lindo Channel from the weir, and Manzanita Avenue, as delineated on the plat attached in Exhibit A (the “Leased Property”); and

WHEREAS, on February 1, 2001, the City entered into a lease agreement with Lessee to allow for the latter’s use of the Leased Property for the operation of an equestrian arena and event center for members of the nonprofit corporation of the Chico Equestrian Association as well as members of the general public; and

WHEREAS, the original lease agreement entered into on February 1, 2001, was set to terminate on January 31, 2016, and the City entered into Amendment No. 1 to the lease agreement which extended the lease agreement on a month-to-month basis until June 30, 2016; and

WHEREAS, the City benefits by the Lessee maintaining facilities that would otherwise be the responsibility of the City and the public benefits by recreational activity that would not otherwise be provided by the City; and

WHEREAS, the City desires to continue the public benefit provided by the continuation of the relationship between the Lessee and the City; and

WHEREAS, the activities provided by Lessee complement the recreational resource goals provided in the June 2008 Final Bidwell Park Master Management Plan Update; and

WHEREAS, the Parties desire to amend and fully restate their respective obligations under the Lease Agreement; and

WHEREAS, the City finds that the activities and services of the Lessee at the Leased Property provides a public benefit to residents of the City of Chico which is not currently being offered by the City, will protect City assets, and alleviate the City from the cost and effort to maintain such City assets; and

WHEREAS, the City finds that the Lessee qualifies for a below market compensation pursuant to City Policy and that the service and benefit provided by the Lessee under this Lease Agreement constitutes a public benefit to the City and public; and

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

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

1. LEASED PREMISES.

Lessee hereby leases from the City the Leased Property defined as all the real property as delineated on the plat attached in Exhibit A.

2. TERM.

A. The term of this Lease shall be deemed to have commenced on July 1, 2016, and terminate on June 30, 2021. Lessee shall have the option to request extensions of the term of this Lease for three (3) additional one (1) year periods, subject to the City's sole discretion and written approval.

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

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

3. USE OF PREMISES.

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

B. Lessee acknowledges and agrees that the Leased Property includes only the physical space as delineated in Exhibit A, and does not include any furniture, telephonic or computer equipment, or any other equipment, supplies or moveable items.

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

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

4. COMPENSATION.

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

Where the City provides a below market compensation lease to provide activity that is a public purpose or public benefit, there is an interest for the City to ensure that the City's in-kind contribution is material in the Lessee's ability to provide the public purpose or benefit.

5. UTILITY COSTS.

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

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

6. OPERATING COSTS.

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

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

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

7. REPAIRS, MAINTENANCE, AND ALTERATIONS.

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

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

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

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

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

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

G. If the Lessee fails to remove the improvement and the City chooses to not retain it, the City may, after written notification for the Lessee to perform, remove the improvement and restore the property to its original condition. Thereafter, the City may assess the Lessee the cost for the City's performance in removing the improvement and restoring the property to its original condition. Lessee shall be liable to the City for the full costs of such performance and failure to pay such costs within thirty (30) days of written request shall be considered a breach of this Lease and/or a legal obligation enforceable under law.

8. TAXES AND ASSESSMENTS.

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

9. LIENS.

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

10. FINANCIAL AND PERFORMANCE REPORTING.

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

11. INDEMNIFICATION.

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

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

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

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

12. GENERAL LIABILITY INSURANCE.

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

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

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

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

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

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

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

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

13. SEXUAL MISCONDUCT INSURANCE.

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

14. FIRE AND EXTENDED HAZARDS INSURANCE.

A. Type and Amount of Insurance

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

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

respective insurance company or companies certifying that such insurance policy or policies is in full force and effect and all improvements located on the Leased Property and facilities appurtenant thereto are insured in the amount required herein.

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

B. Disposition of Insurance Proceeds

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

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

15. HAZARDOUS MATERIALS.

A. Definition. As used in this Agreement, the term "Hazardous Material" shall mean any substance, water, or material which has been determined by any federal, state, or local government authority to be capable of posing a risk of injury to health, safety, and property, including but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S.

Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

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

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

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

E. Notice. If at any time during the term of this Agreement, Hazardous Materials are discovered by either party to be on the Leased Property, said party shall immediately notify the other party in writing of such occurrence. City and Lessee each further agree to promptly notify the other of any communication received from any governmental entity concerning Hazardous Materials or the violation of any law or regulation that related to such substances.

16. ASSIGNMENT AND COMPENSATIONING.

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

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

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

17. ENTRY AND INSPECTION.

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

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

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

D. Lessee shall not change any door lock or entry mechanism to the Leased Property without written approval of the City. Additionally, if the City authorizes the Lessee to change any door lock or entry mechanism, the Lessee will use the vendor approved by the City and the Lessee shall provide two (2) keys for each point of entry to the City.

18. NON DISCRIMINATION.

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

19. CASP INSPECTION.

Pursuant to Civil Code section 1938, the Leased Property will be inspected by a Certified Access Specialist (CASP) and determined to meet all applicable construction-related accessibility standards pursuant to Civil Code section 55.53.

20. CONDITION OF LEASED PROPERTY.

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

21. WASTE AND NUISANCE.

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

22. DEFAULT.

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

23. LATE PAYMENTS OR PENALTIES.

Late payments will be assessed an automatic ten percent (10%) late fee on the unpaid compensation amount and/or other monetary obligation due and an additional daily delinquent fee

after the 30th day of delinquency of \$100/day. Failure to make compensation payments may result in City terminating lease as provided under Section 22 of this Lease Agreement.

24. DOCUMENT RETENTION AND RIGHT TO AUDIT.

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

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

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

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

25. OTHER CITY REQUIREMENTS.

Lessee will remain in good standing and full compliance with any other agreement, law, regulation, or requirement that involves the City. This will include, but is not limited to, a business license, use permit, accounts payable account related to a City debt, and any other agreement or

contract involving the City. Failure to remain in compliance with these items will constitute a default of this Lease Agreement in accordance to Section 22, Default, of this Agreement.

26. TERMINATION BY CITY OR LESSEE.

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

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

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

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

C. **Criminal Activity** – if the Lessee or its agents are convicted of any crime that took place on or within the Leased Property, or where the Leased Property or activities performed under this Agreement are instrumentalities of the criminal activity;

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

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

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

G. **Nonprofit Corporate Status** – if the Lessee fails to maintain its status as a California corporate non-profit and as a nonprofit organization under section 501(c)(3) of the Internal Revenue Code.

27. SURRENDER OF PREMISES.

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

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

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

28. ATTORNEY'S FEES.

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

29. EASEMENTS AND RESERVATION OF RIGHTS.

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

30. WAIVER OF BREACH.

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

31. GENDER AND NUMBER.

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

32. WAIVER.

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

33. NOTICES.

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

If to City: City of Chico
Attn: City Manager
P.O. Box 3420
Chico, CA 95927-3420

If to Lessee: Chico Equestrian Association, Inc.
P.O. Box 1733
Chico CA 95927

34. COVENANT OF QUIET POSSESSION.

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

35. ENTIRE AGREEMENT.

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

36. MODIFICATION.

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

37. SEVERABILITY.

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

38. RELATIONSHIP OF PARTIES.

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

39. MUTUAL CONTRACT.

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

40. OPERATIONAL NAME.

Lessee agrees to operate and refer to the operation at the Leased Property as the “Chico Equestrian Arena” or other name approved by the City during the term of this Agreement. Lessee or his agents are prohibited from licensing, trademarking, or otherwise restricting any name, building or intellectual property currently owned by the City. This shall include, but not limited to, the names “Bidwell Park”, “One-Mile”, “Sycamore Pool”, etc. If held or obtained, Lessee agrees to relinquish such license, trademark or other restriction to the City at no cost to the City.

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

CITY OF CHICO

By: _____
Mark Orme,
City Manager

By: _____
Frank Fields,
Administrative Services Director

Approved as to Form:

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

CHICO EQUESTRIAN ASSOCIATION

By: _____
Lorie Brooks,
President

EXHIBIT A

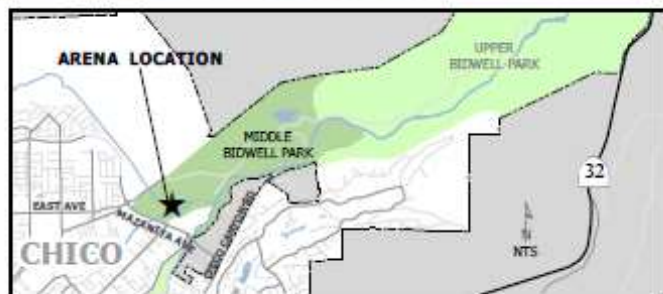
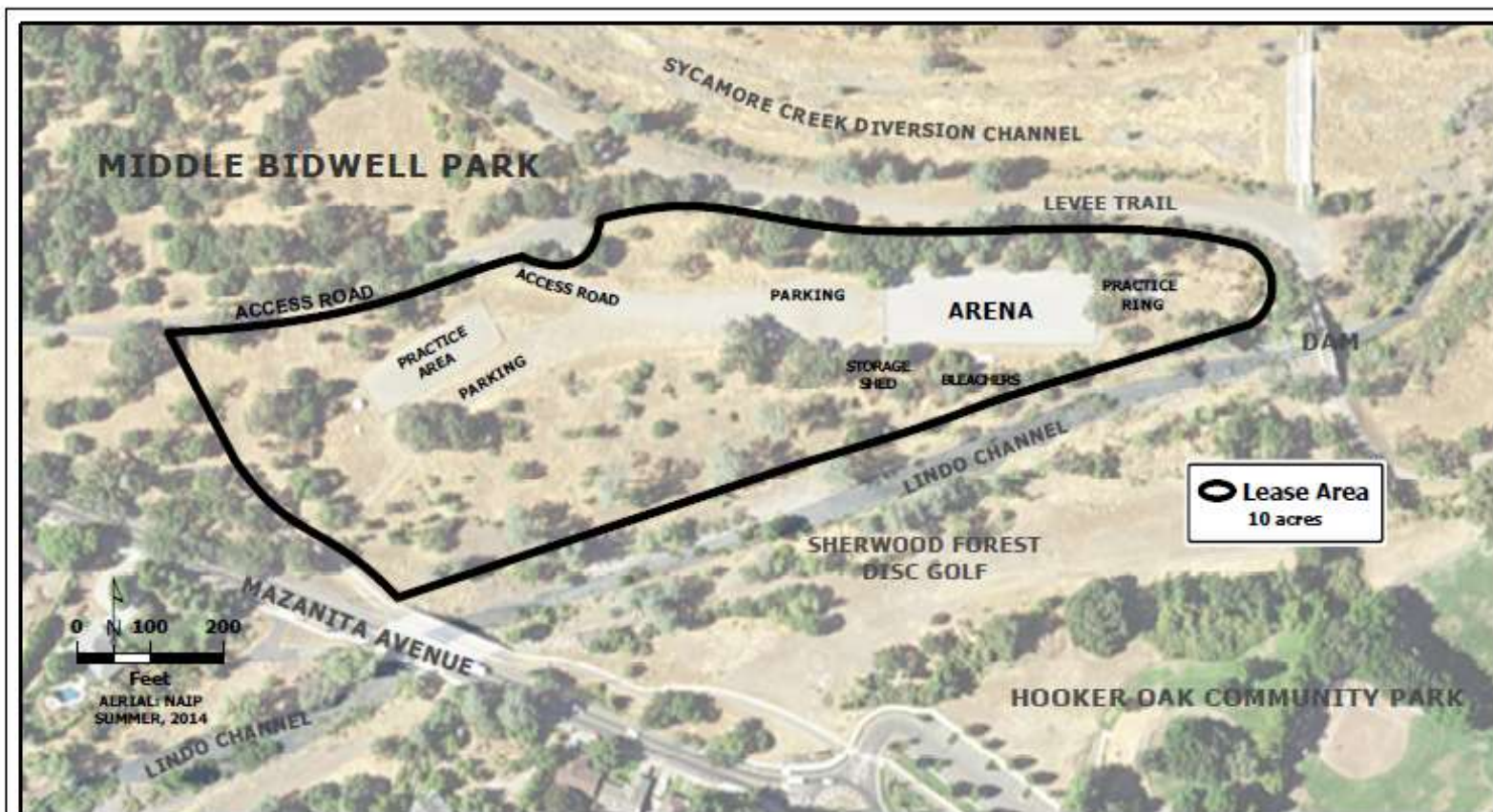
RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO EQUESTRIAN ASSOCIATION, INC.

PROPERTY DESCRIPTION

All of the real property located in Bidwell Park delineated on the plat attached hereto as part of Exhibit A. Total area of Leased Premises includes approximately ten (10) acres.

DRAFT

EXHIBIT A - MAP OF PROPERTY



Exhibit

EXHIBIT "A"

Plat to Accompany Lease Agreement:
 Chico Equestrian Arena, Middle Bidwell Park
 (City of Chico/Chico Equestrian Association)

EXHIBIT B

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO EQUESTRIAN ASSOCIATION, INC.

USE OF LEASED PROPERTY

The Leased Property shall be used by the Lessee for the purpose of operating the normal and customary activities of an equestrian arena and event center for members of the Chico Equestrian Association as well as members of the general public, and for no other purpose whatsoever, unless such other use is authorized by the Bidwell Park and Playground Commission and the City.

Lessee shall make the Leased Property, and facilities provided thereon, available to the general public when not used for the Lessee for a minimum of seventy-two (72) hours per week. Such minimum time requirements shall be designated as "public hours" for the benefit of the general public at no cost.

Lessee shall comply with all applicable federal, state, or municipal statutes, ordinances, or regulations including, but not limited to, any park rules or regulations now or hereafter adopted by City.

All activities and availability of the equestrian arena and event center shall be subject to weather conditions and restrictions.

Revenues from any and all fees which the Lessee charges those members of the general public visiting Leased Property during non-public hours and/or participating in special events and programs shall be used by Lessee solely for the operation and maintenance of the equestrian arena and event center and/or conducting such special events and programs.

The Lessee may not contract or subcontract to provide the listed programs and services described within this Agreement and exhibits.

Alcoholic beverages are not allowed to be served or consumed on the Leased Property.

EXHIBIT C

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO EQUESTRIAN ASSOCIATION, INC.

COMPENSATION

A. Payment Amount: In consideration of the benefits provided by the Lessee to the City and public, the City will assess **\$0** monthly for the possession and use of the Leased Property.

B. Revenue: Should the Lessee generate revenue from activities on the Leased Property, the Lessee is required to deposit the revenue within a bank that is insured by the Federal Deposit Insurance Corporation, or equivalent, and provide a detailed accounting of the revenue received to the City as required under Exhibit F of this Agreement.

The Lessee shall also maintain adequate internal controls safeguarding and accounting for any revenue received as well as the expenditures made for the purposes required under this Agreement.

EXHIBIT D

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO EQUESTRIAN ASSOCIATION, INC.

UTILITIES AND OPERATING

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

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

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

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

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

City-borne Costs: The City shall have no responsibility of any kind for such utility and operating costs related to the Leased Property and activities performed thereon.

EXHIBIT E

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO EQUESTRIAN ASSOCIATION, INC.

REPAIRS AND MAINTENANCE

During the term of this Agreement, Lessee shall, at its sole cost and expense, keep and maintain the Leased Property and any improvements located thereon in good, sanitary, and neat order, condition, and repair, and shall restore and rehabilitate any such improvement that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessee shall remove invasive, non-native weed species from the leased premises in accordance with the City's Park Division's specifications. City's Park Division staff shall provide a prioritized list of invasive, non-native weed species to be removed. Lessee will consult with the Park Division on landscaping and native plants will be favored in those areas.

During the term of this Agreement, Lessee shall allow the City to have access to Leased Property for the purpose of inspection and evaluation. The City may, at its discretion, require the Lessee to make reasonable repairs and improvements as necessary to maintain the Leased Property in good, sanitary, and safe condition, as part of the Lessee's obligation for use of the Leased Property.

Annual Facility Assessment

Lessee is required to provide the City with an annual assessment of the condition of the Leased Property no later than fifteen (15) days after the close of the calendar year. The assessment is to be provided in the form and detail acceptable to the City.

Additionally, Lessee shall provide a detailed listing of any improvements made to the Leased Property including the date of completion, total cost of the improvement, and pictures of the before and after for each improvement.

EXHIBIT F

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO EQUESTRIAN ASSOCIATION, INC.

FINANCIAL AND OPERATIONAL REPORTING

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

Lessee is required to submit annual reporting for the period of July 1st through June 30th. Reporting shall be in the form and detail as provided by the City.

Financial Reporting

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

1. Overall comparison of revenue and expenses broken down by categories, and the net gain or loss for the year;
2. Program and Event Income broken down to the type of events including number of participants;
3. Details regarding the amount received in grant, donation, endowment and other income as well as the source and purpose of the income (i.e. restrictions for use of grant revenue, donation for any specific purpose or general use, etc.);
4. Expenses by category to include a breakdown of the type of expense;
5. Reporting on the balances of any accounts held or under the control of the Lessee;
6. Providing pro forma assets, income, and cash flow statements and this may serve in lieu of the relevant parts of the items above; and
7. Provide any audits, reports, or studies that were performed during the year by any outside organizations.

Operational Assessment

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

1. Participant information for programs, events, and activities (including members and non-members of the Lessee) which include a breakdown of the number of participants listed by

City to allow the City to assess the level of effort to serve Chico residents versus non-City residents;

2. Description and dates of the programs, events, and activities provided on or within the Leased Property;
3. Hours of operation where the Lessee exerted sole control and use of the Leased Property; and
4. Hours of operation for each of the two categories
 - a. Public use where a fee is assessed, and
 - b. Open, free public use.

DRAFT

EXHIBIT G

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO EQUESTRIAN ASSOCIATION, INC.

SUBLEASE OR COMPENSATIONING OF LEASED PROPERTY

Lessee is prohibited from engaging in any type of activity which may be deemed a sublease. Sublease shall be defined as providing any controlling authority or use for any compensation whether monetary or not where the Lessee is not the primary authority exerting control of activities being performed on the date of said sublease activity.

DRAFT

EXHIBIT H

RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO EQUESTRIAN ASSOCIATION, INC.

OTHER SPECIAL PROVISIONS

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

Leased Property Services

During the term of this Agreement, the Lessee shall be responsible for providing and paying for one (1) portable toilet with regular services, trash pick-up, maintenance of Arena Way, and the locking and unlocking of the gate at Arena Way.

Meeting Notification.

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

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

Exception Reporting.

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

Other Notifications.

Lessee will provide City with a listing of all Board members as well as timely notices of changes in Board members.

Lessee will provide the name and contact information of the President or other such person who is authorized to act on behalf of the Chico Equestrian Association. Lessee will provide timely notices for any change in this person and their contact information.



DATE: 8/17/15
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Dan Efseaff, Park and Natural Resource Manager
SUBJECT: 2015 Monitoring Report for the Peregrine Point Disc Golf Course

REPORT IN BRIEF

Under direction from the BPPC and City Council, Staff worked with Outdoor Recreation Advocacy, Inc. (ORAI) toward the construction of a disc golf long course and installation of mitigation measures at Peregrine Point. As per the adaptive management model adopted for the project, the Annual Report (Attachment A) is the mechanism to document monitoring and recommendations for additional work and changes. This year's report provides a 5 year review of the monitoring program and provides several recommendations for the course and monitoring approach. Staff will incorporate recommendations from the plan into a revised 5 year Monitoring Plan that the BPPC will consider for adoption at a future meeting.

Recommendation: Review and accept the 2015 Monitoring Report.

Attachments:

- A. 2015 Monitoring Report for the Peregrine Point Disc Golf Course (large report with Appendices).

Distribution:

ORAI

2015 Monitoring Report for the Peregrine Point Disc Golf Course

Upper Bidwell Park, Chico, California

June 15, 2016

Prepared by: Dan Efseaff, Park and Natural Resource Manager



Prepared for:

**Outdoor Recreation Advocacy, Inc. (ORAI)
City of Chico**



City of Chico

Public Works Department – Parks Division

411 Main Street
Chico, CA 95927

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Appendix A - 2015 ORAI Annual Report

Appendix B – 2015 Peregrine Point Photos

Appendix C – [NCRLT]. Northern California Regional Land Trust. 2015a. 2015 Botanical Survey Results. Peregrine Point Disc Golf Course Botanical Monitoring. Technical Memorandum. November 16, 2015. Paul Kirk, Programs Manager. Chico, CA.

Appendix D – [NCRLT]. Northern California Regional Land Trust. 2015b. 2015 Oak Survey Results. Peregrine Point Disc Golf Course Oak Tree Assessment and Monitoring Technical Memorandum. November 18, 2015. Paul Kirk, Programs Manager. Chico, CA.

Suggested citation:

City of Chico. 2016. 2015 Monitoring Report for the Peregrine Point Disc Golf Course. Chico, California. Prepared by Dan Efsseff. March 30, 2016. Public Works Department, Parks Division. Chico, California.

I. INTRODUCTION

The Bidwell Park and Playground Commission (BPPC) and Chico City Council have directed Staff to work with Outdoor Recreation Advocacy, Inc. (ORAI) toward the construction of a disc golf long course and installation of mitigation measures at the Peregrine Point Trailhead Area. The course is located in Upper Bidwell Park off of Highway 32.

An operating agreement developed between the City of Chico and ORAI governs the disc golf course development, operation, and mitigation measures. Approximately 79 mitigation measures (Exhibit B in the Operating Agreement) were identified as part of the environmental review for the Bidwell Park Master Management Plan (BPMMP) (EDAW, 2009). Several measures have been completed or are no longer applicable and have been removed from the active list of mitigation measures (Chico 2014).

ORAI will pay up to \$5,000 annually toward completion of monitoring costs, and will complete maintenance and repairs to the course as needed.

ORAI began course development on September 1, 2010 and the course opened on February 12, 2011. As part of the project, the City of Chico developed a monitoring plan for the site (City of Chico, 2011). After the construction of the course, the Peregrine Point Monitoring Plan became the primary document for assessing performance and environmental compliance.

The monitoring plan articulates the adaptive management approach, and outlines the monitoring framework to evaluate the operation of the Peregrine Point Disc Golf Course. Monitoring provides the basis for assessing impacts associated with implementation and operation of the project and developing remedies to minimize those impacts. As part of the adaptive management approach, we anticipate that as our understanding of the site becomes more refined, the monitoring approach and remedies will evolve over time.

Key functions of this year end monitoring report are to:

- Communicate implementation activities,
- Review monitoring results and project activities,
- Document the completion of project milestones,
- Point out salient monitoring results,
- Evaluate the effectiveness of monitoring activities and identify data gaps that require additional action or consideration.
- Identify potential challenges or objectives for the upcoming year, and
- Recommend specific actions (adaptive management recommendations) on any aspect of the program for the following year.

This report provides a 5 year review of the monitoring program and will assess the progress of implementing measures to protect resources. The plan notes modification of data collection frequencies, intensity, and protocols may change with this review.

A. Review of Operating Agreement

The City and ORAI entered into an agreement for the site on June 18, 2010 (available at http://www.ci.chico.ca.us/document_library/documents/DG_Op_Agmt_Signed_10_0618.pdf). Last year's monitoring report (City of Chico, 2014) summarized the agreement and compliance, and noted that ORAI had met conditions of the agreement. The agreement has an automatic 5 year extension and the City will conduct the next 5 year review in 2019 with the last automatic five year extension beginning in 2020.

B. Monitoring Requirements

Approximately 77 mitigation and monitoring measures were required under as part of the development of the site. The measures addressed Air Quality, Biological Resources, Cultural Resources, Hydrology, Noise, and Traffic mostly during the construction of the project. Although some completed measures are subject to continued inspection, only a subset of the biological measures remain as the focus of this Monitoring Report (Table 3).

C. Sampling Area

Monitoring occurs within the defined area of the Peregrine Point Disc Golf course (Chico 2010). Monitoring of other areas of the site are beyond the scope of this effort. Alternative hole/targets were created in 2014 and are shown on Figure 1.

Table 1. Summary of Mitigation Measures Related to Long-Term Monitoring.

Topic	Mitigation #	Description/Goal	Trigger	Remedy
Butte County Checkbloom	BIO-1b-f	Adopt an Adaptive Management program to document changes over time.	Start of project.	Role and adaptive management program developed in this document.
	BIO-1b-g	Long term maintenance of the same number and approximate extent of Butte County Checkerbloom as the 2005 survey.	Data indicates a decline in existing populations after implementation.	Relocation of trails or disc golf structures.
Bidwell's knotweed	BIO-1d-a	Use a habitat approach to minimize impacts on wildflower fields.	High fluctuation in annual population makes tracking difficult.	Minimize impacts to wildflower fields.
	BIO-1d-e	Document and monitor changes in existing population.	Monitor annually.	Implement Plant Objective O.P-7 and Plant implementation strategies and guidelines I.P-3 and I.P-4 of the BPMMP. Relocation of trails or disc golf structures in vicinity of populations or other management strategies to benefit the plant.
	BIO-1d-f (remedy)		Decline in number or extent of existing populations.	
Oak Woodland	BIO-3c-b	Decommission trails in oak woodlands that are part of a site-specific Park Improvement project.	Monitor annually	Reclaim using barriers. Decommission unused trails, identify needs annually.
	BIO-3c-i	Protect tree trunks without damage to the root zone and preserves visual character of the site.	Monitor annually	Install barrier protection measures and consider alternative holes.
	BIO-3c-j	Minimize soil compaction around tee pads and on trails under oak driplines.	Monitor annually	Apply layer of woodchip mulch around the tees and narrow foot traffic with barriers.
	BIO-3c-k	Determine if any unavoidable impacts are occurring as a result of site use.	Twice annually	Replant oak woodland habitat in suitable areas (l) according to conditions outlined in BIO-3c: l, m, n, o, p for a period of 5 years.
	BIO-3c-m	Oak planting from seeds (acorns) or seedlings that are obtained from the local genetic stock (Replacement ratios of 5:1 for trees lost greater than 5 inches dbh.	Death of Blue Oaks.	Plant 5:1 ratio and establish for a period of 5 years. If Planting occurs in 2015, planting will be monitored in 2020.
	BIO-3c-n	Oak planting protection, location, and irrigation.		
	BIO-3c-o	Replacement plantings monitoring (five years or until performance criterion 5:1 is achieved).		
	BIO-3c-p	If requested, allow community/user group stewardship of plantings under guidance and supervision by CITY staff.		

Topic	Mitigation #	Description/Goal	Trigger	Remedy
Wildflower Fields	BIO-3d-f	Reclaim existing trails not retained as part of site-specific Park Improvement Projects.	Monitor annually	Reclaim using barriers to discourage use of abandoned trails. Reseeding may be considered over time.
Signage	BIO-1b-d BIO-1d-b BIO-3c-h BIO-3d-g	Maintain permanent signage to inform users of the presence and sensitivity of 1) Butte County Checkerbloom, 2) Bidwell's knotweed and wildflower field, 3) value of native oak trees and woodland, and 4) presence and sensitivity of the wildflower field community, discourage off trail use.	Monitor annually	Repair or replace signs.

Note: that BIO-3c (m,n,o,p) have been made active due to the loss of Priority Tree 11-001.

Figure 1. Peregrine Point Disc Golf Course with Alternative Hole Placements (Chico 2014).

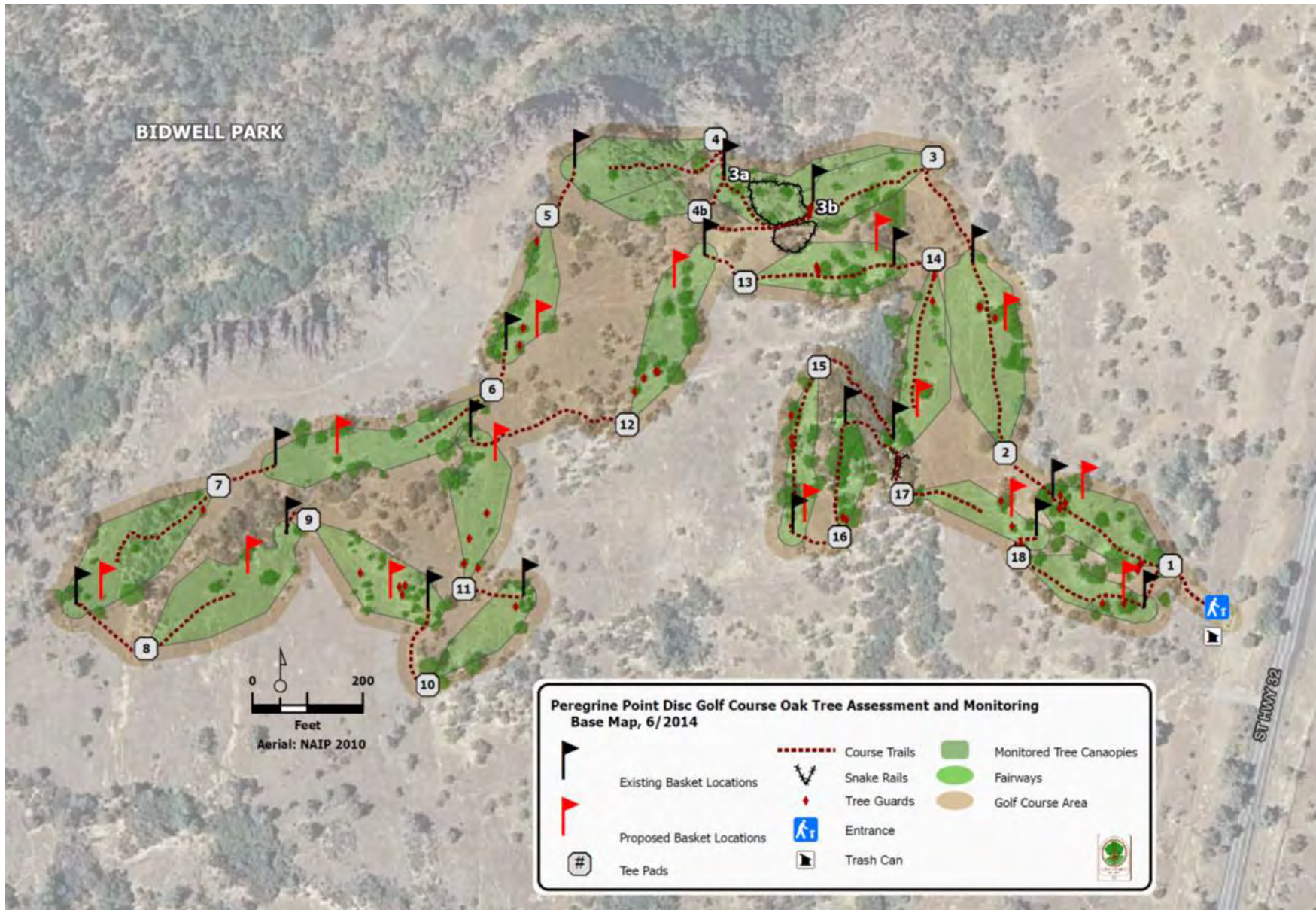
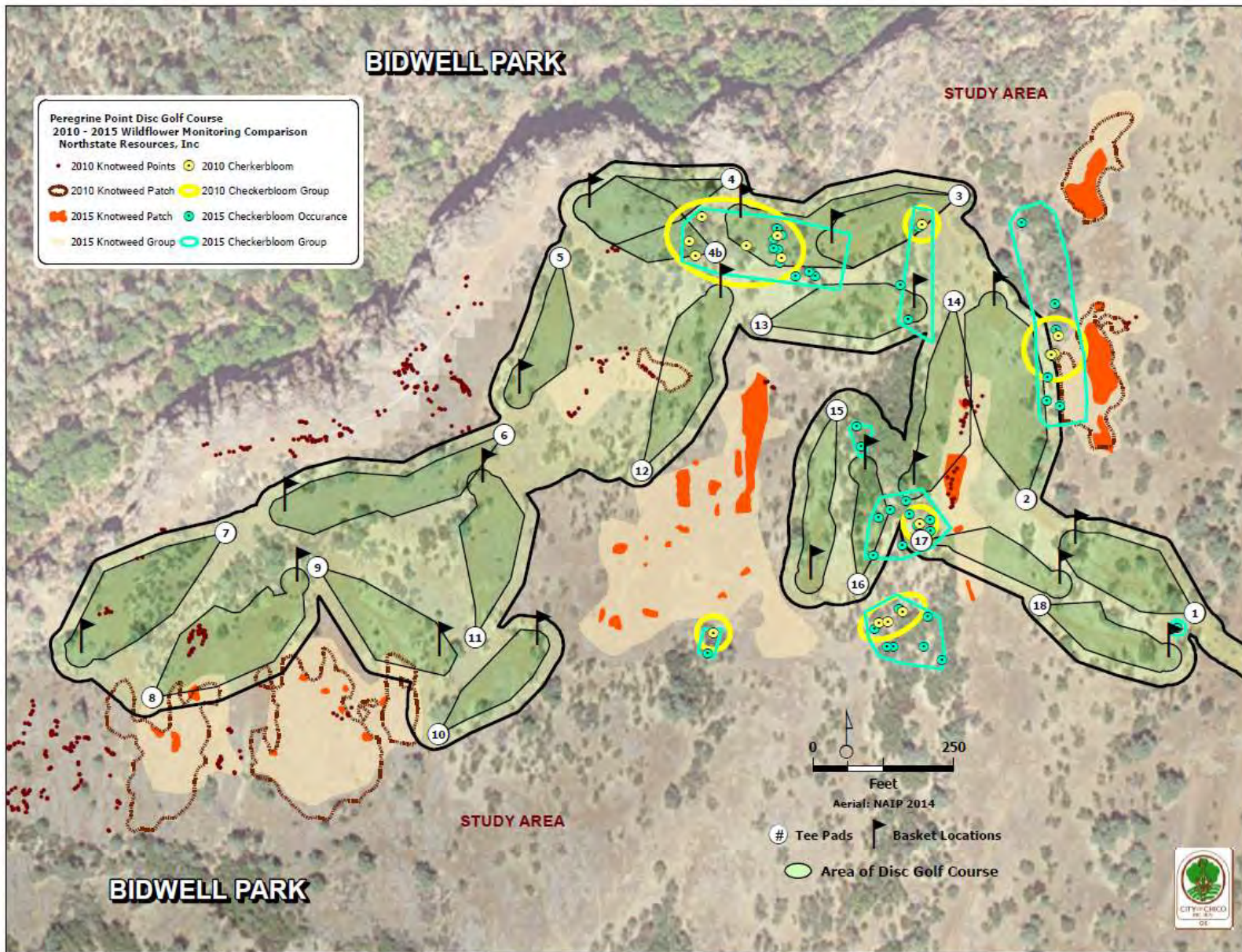


Figure 2. 2015 Peregrine Point Disc Golf Course Butte County Checkerbloom and Bidwell Knotweed locations.



II. SUMMARY OF RESULTS

This monitoring report is based on the following reports related to monitoring at the site:

- Wildflower and survey (NCRLT 2015a),
- Blue oak monitoring (NCRLT 2015b),
- Site evaluation and ranger observations (by City of Chico staff), and
- Annual report (ORAI 2015).

In addition, past reports may be of interest to the reader (Chico 2011, Chico 2013a, Chico 2013b, Chico 2015, EDAW 2005, EDAW 2008, Foothill Associates 2012, Stuart 2002, NSR 2011, NSR 2012a, NSR 2012b, NSR 2013, NSR 2014)

A. ORAI Activities

- a) ORAI provided a report (Appendix A) summarizing activities at the course including usage, course maintenance and improvements, proposed activities, finances, advertising, and a conclusion.
- b) ORAI requested exclusive use days (for events and tournaments) for the following: March 19th, April 9th, May 14th, June 18th, July 9th, August 13th, August 20th, September 10th, October 8th, November 12th.

B. Course Improvement and Maintenance.

- c) Activities reported: unwanted trail abatement, litter removal, tee pad maintenance, mulch spreading, fixing rail fencing around OB's and cleaning any graffiti from benches and baskets.
- d) ORAI installed a new tree protection system that seems to provide better protection and will be evaluated in the 2016 report.
- e) ORAI met with the City several times to review the condition of the course and review the tone pole placement on the alternative holes. Staff would provide drill holes for new alternative targets and ORAI will install.
- f) ORAI informally inquired about the possibility of installing a recycling bin that they would install and operate (collect the cans as fundraising). The City would consider the idea with a written proposal from ORAI to evaluate for Park standards and policy.

C. Staff Observations, Site Evaluation, and Photo Point Monitoring

- a) The Site Evaluation allows Staff to assess compliance with mitigations and observe any improvements or areas of concern (Chico 2011). The photo-point monitoring for 2015 (May) is presented in Appendix B. Although many of the photos are similar to the baseline photos (with a couple of exceptions, ORAI has kept most of the infrastructure in place), several that show some degradation in paths especially. Here are a few examples:
 - i) H6-T2 shows a rock lined path on the left of the frame, defined foot traffic, and lightly trampled vegetation in 2011 while the later photos show bare ground over most of the area.
 - ii) H2-P indicates more foot traffic on the left (west) side of the photo.

- iii) H2-T shows a larger bare area, some of this may be masked by the straw placed near the target.
- iv) Many of the photos are difficult to discern any noticeable trend or pattern in impacts.
- b) In 2015, Rangers observed that, compliance with the wet weather policy appeared good at the course although the rangers issued some citations.
- c) Generally, the course is relatively free of trash and graffiti during most visits, and ORAI should continue their efforts on the ground but also to educate users. Staff have observed some visitors practicing good stewardship through picking up trash from other users on the site.

D. Butte County Checkerbloom and Bidwell’s Knotweed Surveys

The Northern California Regional Land Trust (NCRLT) surveyed the extent and distribution of Butte County Checkerbloom and Bidwell’s Knotweed (NCRLT 2015a, Appendix C).

Bidwell’s Knotweed continued the trend of increased fragmentation and smaller areas (Table 6). After several years of dramatic increases, Butte County Checkerbloom dropped sharply, which may have been associated with ongoing drought (NCRLT 2015a). NCRLT (2015a) noted that the combination of drought and heavy foot traffic appeared to impact the knotweed extent.

Table 2. Preliminary Comparison of Key Data from Botanical Monitoring.

Resource	Variable	Sub-variable	2010	2011	2012	2013	2014	2015	Trend
Bidwell's Knotweed (<i>Polygonum bidwelliae</i>)									
	# Patches		10	10	18	16	23	34	
	Area (acres)		3.16	4.62	1.6	1.5		0.57	
Butte County Checkerbloom (<i>Sidalcea robusta</i>)									
	# Occurances		62	132	114	180	195	96	
		# units reproductive	-	64	59	69	67	10	
		# units vegetative	-	68	55	111	128	86	
	# Racemes			145	247	187	242	-	
		# racemes in flower/fruit racemes	-	50	27	26	16	-	
		# racemes in bud	-	39	132	85	182	-	
		# racemes nipped	-	56	88	76	44	-	

Notes: 2011 data is is comparable to methods used in later years. 2015 data did not collect detailed raceme data.

The course design intended to avoid most of the areas that contained knotweed (Figure 2). Part of Holes 2, 12, 14, and 17 have knotweed patches (Holes 8 and 9 have small slivers of larger patches potentially along their edges). Knotweed Group 3, which stretches from near the middle of holes 2 and 14 and extends to the south, is the most impacted group. The groups may be summarized as follows (Table 7 NCRLT 2015a):

Table 3. Summary of Knotweed Group Observations (NCRLT 2015a).

Knotweed Group	Hole(s)	Notes
KG-1	None	No obvious threats.
KG-2	None	No obvious threats..
KG-3	2 and 14	Trampling erosion. Potential mountain bike impacts. Most impacted, sits in between Holes and other visitors use unsanctioned path.
KG-4	None	Mountain bike impacts along southern edge. Trampling from multiple foot trails.
KG-5	Hole 12	No knotweed observed in 2015. No obvious threats.
KG-6	Border of Hole 8	Trampling erosion. Potential mountain bike impacts. Majority of area not in fairway.
KG-7	Border of Hole 9	Trampling erosion. Potential mountain bike impacts. Majority of area not in fairway.

Objective BIO-1b-g indicates that “Long term maintenance of the same number and approximate extent of Butte County Checkerbloom as the 2005 survey.” EDAW (2005) conducted a checkerbloom survey in March and May 2005 and found “12 Butte County checkerbloom populations.” With a more detailed protocol, annual surveys begin in 2010 (Chico 2011) (one of the changes of the protocol was to refer to colonies as occurrences). Although 2015 data indicated a smaller number (the sampling date was later than past years). The recent surveys reveal that the number of individuals and locations are substantially greater than the 2005 survey. While it is possible that the 2005 survey missed some of these areas, observations on the surveys indicate that potential obvious threats are related to rogue mountain bike trails and not disc golf impacts. These observations support the idea that the course alignment, out of bound features, and fencing has been successful in avoiding impacts from disc golf.

E. Blue Oak Woodlands

a) 2015 Analysis

Using the individual tree data from NSRLT (2015b, Appendix C) and ANOVA techniques, staff compared “priority” and “reference” blue oak trees (Table 4). As in 2013 and 2014, three variables were statistically significant: Trunk Quad Impacts (#), Damaged Bark Patches (#), and Broken Branches (#). In 2015, the difference in condition between Reference (3.27) and Priority (3.69) trees became significant ($p = 0.004$), albeit a small one.

Table 4. Comparison of Priority and Reference Trees Using ANOVA Based on 2015 Observations.

Variable	Reference Tree (n = 51)		Tree Priority 1 Tree (n = 39)		Statistically Different (p-value)
	Ave	Std Dev	Ave	Std Dev	
Diameter at Breast Height (DBH) (ft)	9.88	4.48	11.36	6.31	No ($p=0.20$)
Tree Height (ft)	19.51	5.73	20.74	6.58	No ($p = 0.35$)
Crown Width (ft)	21.08	12.19	18.46	8.01	No ($p = 0.25$)
Trunk Quad Impacts (#)	0.49	0.67	2.93	0.74	Yes ($p < 0.001$) *
Damaged Bark Patches (#)	0.61	1.66	2.69	3.24	Yes ($p < 0.001$) *
Broken Branches (#)	4.57	2.93	8.51	2.21	Yes ($p < 0.001$) *

Variable	Reference Tree (n = 51)		Tree Priority 1 Tree (n = 39)		Statistically Different (p-value)
	Ave	Std Dev	Ave	Std Dev	
Dead Canopy (%)	21.8	19.7	26.7	25.5	No ($p = 0.30$)
Mistletoe presence	0.12	0.33	0.23	0.43	No ($p = 0.39$)
Tree Condition (#)	3.27	0.67	3.69	0.66	Yes ($p = 0.004$) **

Notes: Treated multiple stems as individual entries. Data from NCRLT 2015b.

* Statistically significant in 2013 and 2014. ** First year statistically significant.

Last year's monitoring report (Chico 2015) noted observed 5 trees that appeared to be dead (3, Priority, and 2, Reference trees). The report should have noted that 3 trees as dead (11-001 (first reported in 2013); RO8-001 and R09-001 (first reported in 2014). One of the trees (11-001) had 2 trunks and was mistakenly counted as 2 trees. Similarly, monitors reported 14-001a dead in 2014; however the other stem is alive.

No new dead trees were noted. The loss of priority trees (11-001 and 14-001) triggers mitigation measure BIO-3cl (and subsequent measures m, n, o, p) and must be replanted on a 5:1 replacement/establishment ratio.

b) Comparison between Years

To examine the question of whether there are differences between Priority and Reference Trees (Ind_Course) over the sampling period (Year) and any interactions, Staff followed the approach developed last year with Professors Nancy Carter and Katherine Gray from CSU Chico's Mathematics and Statistics Department (Chico 2014).

Using the General Linear Model (to first see if there are any statistical differences) and following up with a Tukey test (using 95% Confidence Intervals to determine which ones are different and by how much), we found the following:

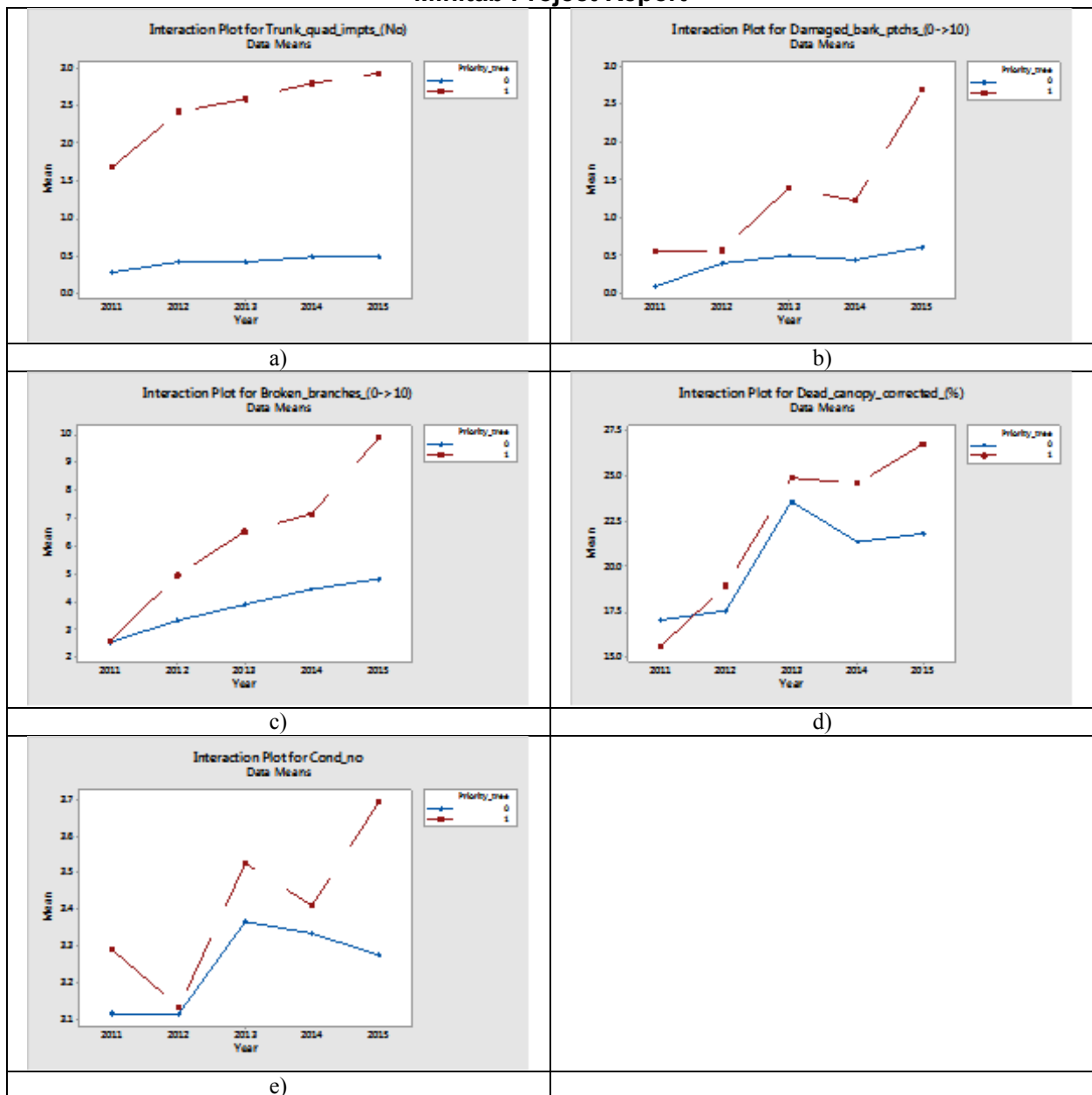
1. We did not compare variables that revealed no statistical differences between Priority and Reference trees in the first four years:
 - a. Tree Height,
 - b. Crown Width, and
 - c. Diameter at Breast Height (DBH).
2. Trunk quad impacts (1-4 scale) – we observed statistically significant differences between priority and reference trees, year, and their interaction ($p < 0.001$). Reference trees remained statistically similar and flat, priority trees exhibit more quads impacted and show increases over 2011 estimates.
3. Damaged Bark Patches (total number 0 to >10) – jumped dramatically over 2014 (more than four times from 0.6 in 2011).
4. Broken Branches (total number 0 to >10) – While both Priority and Reference trees sustained damage over time, it is clear (95% Confidence) that Priority Trees sustained statistically higher damage than Reference Trees.
5. Dead Canopy (5 classes) – no difference between Reference and Priority Trees ($p = 0.71$). However, dead canopy ($p < 0.001$) increased over time (perhaps indicating 2 years of drought). Dead canopy increased at a fast rate for Priority Trees over Reference Trees.
6. Tree Condition (5 classes) – The mean condition of all trees have gotten worse since monitoring began. Priority trees are in a poorer condition than Reference

trees. While the difference is small, this is the first year we observed a statistical difference.

Figure 3 provides a graphical representation of these variables. We should note that while some differences may be small and confounding factors may be at play (i.e. the course was not set up randomly), nearly all factors suggest that disc golf play has had an increasing negative effect on blue oaks.

Figure 3. Interval Plot Comparing Years and Priority (1) and Reference (0) Trees for Statistically Significant ($p < 0.01$) Factors: a) Trunk Quad Impacts, b) Damaged Bark Patches, c) Broken Branches, d) Dead Canopy, and e) Condition.

Minitab Project Report



F. Data Handling and Storage

The revised reports are attached (Appendices C and D), shared with the BPPC, and available to the public through the City of Chico website (<http://www.chico.ca.us/>). Project derived GIS layers are submitted to the City's GIS department (and stored at CSU Chico's Geographical Information Center).

III. DISCUSSION AND EVALUATION OF DATA

A. Site Evaluation and Usage

1. Staff remains concerned about the amount of bare ground caused from a variety of park visitors (disc golf play, bikes, hikers, and other uses) and the potential for direct damage to vegetation including sensitive plants and subsequent soil erosion. Although it may only provide temporary protection, staff will consider placement of native grass straw in erosion prone areas.

B. Butte County Checkerbloom and Bidwell's Knotweed Surveys

1. Bidwell's knotweed continued the trend starting in 2012 with more but smaller patches, suggesting fragmentation and retraction of previously occupied areas. The data coincides with the beginning of drought and all areas sampled (on and off the course) exhibit similar trends. Observers noted that areas KG-3, KG-4, KG-6, and KG-7 showed trampling impacts (not all from disc golf necessarily).
2. We should note that our understanding of the areas of knotweed has changed since data collection began.
 - a. Monitors collected the early knotweed data as points. In 2012, we began collecting the data as polygons (patches).
 - b. As the knotweed occurrences shift from year to year, we compiled the data into groups, which should be viewed as the overall range for knotweed over the past 5 years.
 - c. The area of knotweed monitoring is larger than the disc golf course footprint.
3. While the 2015 observations indicated a dip from recent years, the number of Butte County Checkerbloom from 5 years of monitoring appear substantially greater than the 2005 survey.

C. Blue Oak Woodlands

1. Trends identified in 2013 (quad impacts, damaged bark patches, and broken branches) continued to be significantly higher in priority trees than reference trees. The addition of Dead Canopy, and Condition as small but significantly different suggests that we may beginning to see impacts translate to higher level effects on the health of the blue oaks.

D. Data Gaps

1. In 2015, Rangers did not collect car count data due to staffing limitations. This was previously a surrogate for course use. Anecdotally, course visits appears to have increased.
2. The continuing impacts of drought may exacerbate decline of blue oaks to an undocumented degree.

IV. FOLLOW-UP RECOMMENDATIONS

Over the past 5 years, there have been a number of refinements proposed for the course management. Some have been completed as part of the course maintenance. Others will be reviewed and potentially incorporated into a revised Monitoring Plan for the site. The list below notes some of the most salient recommendations or new ones based on the findings from this year's report.

1. Performance –

- a. Last year's report (Chico 2015) noted that ORAI's performance and completion of course improvements will be critical to the long-term prospects of the disc golf course. A number of improvements, such as the alternative hole placement, mulch placement, etc. will be critical to reverse the current negative trends on-site related to blue oaks.

2. Course Features –

- a. Hole signs – Last year's report shared the concept for proposed hole signs (hazards, resource issues, stewardship reminders, and the hole sponsor). Staff notes that these signs will help reinforce protection of sensitive resource areas, to stay on fairway paths and identify hazards. Staff would provide the holes (2 inch wide by 12 inch deep hole, typically within 4 feet of the right side of the tee pad), the outsiders would install and maintain the signs.

b. Alternative hole placement –

- i. Past reports recommended the consideration of alternative hole/target placements to lessen disc golf impacts and provide recovery time for blue oaks and knotweed. We recommend alternative hole placement options at holes: 1*, 2*, 4, 6, 7, 8, 9*, 10*, 11, 12*, 13*, 14*, 17, and 18 (* priority holes).
- ii. The relocation of disc golf features are supported by the biological mitigation measures for the site.
- iii. The City and ORAI planned to complete the hole placement in fall 2015, however, the fall fire danger gave way to early rains that required that the effort be postponed until Fall 2016. October and November provide a small window in which the fire danger is reduced and soil conditions are dry (the spring provides a similar reduction in fire danger, but would unduly damage vegetation).
- iv. If these measures are unsuccessful, the City may consider seasonal closure of holes or course in order to provide adequate recovery time. The closure should provide time for knotweed to complete seeding and for early growth on the blue oaks (spring).

- c. Out of bounds (OB) areas – Signage and additional fencing will be considered at Hole 3 to reduce traffic thru the off limits area and along the northern OB fenceline. Other ideas in past years include planting plants as a living screen and improved signage. Staff would consider other ideas ORAI may have in reducing game play in sensitive areas.

- d. Invasive Plants – As course improvements proceed, Staff recommends ORAI increasing attention to minimize the infestation of invasive plants,

such as barbed goat grass (*Aegilops triuncialis*), yellow star thistle (*Centaurea solstitialis*), and other plants that may be moved on site from visitors.

3. Trails and fairway paths –

- a. ORAI responsibility: Complete past recommended measures (Improve path alignments, clear rocks and define trail edges (embed rocks), improve signage) to better define designated paths and minimize the number and width of multiple threaded trails and fairway paths. This can also include additional snake rail fencing at the T-pad to keep visitors on the trail (for example, for Holes 2, 3, 5, 7, 14, etc.).
- b. City of Chico: Peregrine Point would benefit from a variety of trail improvements (i.e. rerouted trails, signage, a loop system, improved tread and defined trail, etc). Although this will be difficult without additional resources, the City should undertake measures to develop a trail system on site, minimize rogue bike trails, and educate users (and enforce trail restrictions) on impacts of off-trail uses especially in winter and spring. Because of limited funding, this may take place as incremental measures over the next few years and the forthcoming Trails Plan will provide additional details.

4. Bidwell's Knotweed

- a. Trampling in certain areas (likely from disc golf and other users) and bike use continued as the biggest threat.
- b. We recommend that monitoring with the current knotweed polygon monitoring approach occur every other year and concentrate only on impacted groups (most notably Knotweed Group 3) and possibly potentially impacted groups (KG 5, 6, 7).
- c. The knotweed polygons serve as surrogates for the “wildflower fields”. The 2013 monitoring report pointed out that the pre-2010 sampling did not provide a well described protocol.
- d. The group polygons provide a good approximation of the range of knotweed on the site collected at least over the past 5 years. While the course design has been effective in avoiding impacts to most of those areas, there are areas where the course clearly overlaps with knotweed and so the goal should be to minimize foot traffic in those areas.
- e. Therefore, we recommend that the most pertinent monitoring include an assessment of bare ground (especially in spring) on the course with the goal and actions related to minimize foot traffic in targeted areas (i.e. the area between holes 2 and 14 (Figure 2)). Staff will explore the options of utilizing aerial photographs and GIS techniques to evaluate changes on site.

5. Butte County Checkerbloom

- a. Over the past 5 years, checkerbloom numbers compare favorably to the 2005 benchmark, suggesting that the course alignment and measures (i.e. fencing) appears adequate to reduce impacts to this plant.
- b. Therefore, we recommend that future monitoring for checkerbloom follows the following approach:

- i. Checkbloom monitoring is simplified to include an annual inspection of checkerbloom areas with a focus on evidence of damage or trampling or course changes (no detailed sampling).
- ii. If damage to more than 1 group is evident and consistent with disc golf use, then the annual report may recommend additional samples.
- iii. During the next 5 year sampling period 1 detailed sample will occur in year 3 or 4 that is comparable to the methods currently used.
- iv. This may ORAI to shift resources to maintaining and improving fencing, signage, and education, and City efforts toward improving trails, education, and enforcement.

6. Blue Oaks –

- a. Evaluate tree protection effectiveness and make recommendations in next monitoring plan on whether to expand that approach. Explore other barricades or other techniques to minimize direct disc impacts (Figure 4).

Figure 4. Tree protection measure provided by disc golf advocates in 2004.



- b. Consider caging sapling blue oaks on fairways to provide protection.
- c. The number of targets that require mulch is 6 targets. We recommend mulch on 8 tees as well (Table 5) as they are within the dripline of oak trees. Distribute mulch on accessible holes (+) and consider mulch and other measures (fencing, rocks, brush, or trail guides) to shrink down the area more difficult to access (-). The City will work with ORAI to develop staging

areas to locate chips for distribution, and also discussion potential options to define and contain areas that need chips.

Table 5. Tees and Targets within Oak Tree Drip-lines.

Hole Number	Required Tee	Recommended Target	Easy Access	Added Mulch
1	-	+	+	
9	+	+	-	
10	-	+	-	
11	+	-	-	
12	+	-	-	
13	+	+	-	
14	-	+	+	
15	+	-	+	
16	+	+	+	
17	+	-	+	
Total	7	6	6	

Notes: No (-). Yes (+). Bold indicates more than 3 yards required

- d. Document and monitor the survivorship monitoring of blue oaks planted as replacements. In 2016, Staff contacted BEC (Butte Environmental Council) to gauge interest to helping ORAI with the stewardship of blue oaks (BIO 3c-p: “ If requested, community/user group stewardship of the plantings shall be allowed to contribute to restoration/vegetation efforts under guidance and supervision by CITY staff”). BEC later provided training on the planting of blue oaks to ORAI.
- e. The current protocol split blue oaks into groups based on the likelihood of potential disc golf impacts (primary, secondary, and tertiary) or if unlikely, reference trees. With actual evidence of impacts, the status of these trees should be evaluated and reassigned if appropriate. Likewise, trees not included in previous sampling, but strongly impacted from disc golf play should be added. This provides more of a census approach of impacted trees rather than a sample. Mean values for reference trees variables may be helpful as criteria for inclusion/exclusion. For example, trees with minimal damage on bark patches and few broken branches and on the edge of the fairway, could be removed from the sampling. The size of the reference tree list may be modified in order to maintain the statistical analysis between groups and between years.
- f. If the measures implemented for tree protection reverse the negative trends in oaks, then future monitoring reports may consider revising the monitoring approach to focus on the most impacted trees (see below) and potentially reduce the frequency of sampling. In other words, the priority trees may be reassigned if impacts lessen.

- g. The monitoring evaluation approach should identify individual trees that may be at higher risk and should receive additional care in the field. We've included a sample below (Table 6, using the Power view in Excel), which is based on the 2015 data and lists all the plants that meet the following criteria (>5 broken branches, >2 damaged bark patches, >4 condition level).

Table 6. At Risk Trees Based on 2015 Blue Oak Data.

Tree_ID	▲ Hole	Damaged_bark_ptchs...	Broken_branches_(0->10)	Cond_no
01-001	1	6	7	4
01-004	1	2	6	4
10-001a	10	3	9	4
11-001a	11	3	9	5
11-001b	11	3	9	5
11-004	11	6	5	4
12-001	12	6	10	4
12-003	12	2	9	4
14-001a	14	2	10	4
14-001b	14	2	10	4
18-001	18	2	9	4

7. Planting:

- a. Planting must occur (a 5:1 replacement ratio) for the blue oak that died.
- b. In past years, ORAI has planted some blue oak acorns. These need to be documented in the next monitoring review with the protocol identified in the Monitoring Plan.
- c. Staff recommended that ORAI collect acorns on the site and plant the replacements near Hole 11 (and other areas). Staff suggests “overplanting” to account for some mortality.

8. Monitoring Plan Update

- a. Consider protocol to use citizen monitoring on the course.
- b. This and previous reports list recommendations for a revised Monitoring Plan. If the BPPC adopts the recommendations in this report or adds additional ones, staff will develop a revised Monitoring Plan for the protocol for the site for the next 5 years.

V. SUMMARY

This monitoring report summarizes the first five years of monitoring for the Peregrine Point Disc Golf Course. While Checkbloom protections seem adequate, knotweed is mixed, and the data suggests continuing damage to blue oaks. Staff again highlighted the alternative hole/target placement as one of the most important measures to minimize impacts along with measures to minimize foot traffic across the course. It is imperative that ORAI completes the report recommendations. The recommendations will allow for protection of resources, satisfying required mitigation measures, and maintaining the open status of the course.

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Appendix A – 2015 ORAI Annual Report

January 1st 2016

City of Chico
965 Fir St.
Chico Ca, 95926

Subject: 2015 Annual Report

To Whom It May Concern:

The following is the annual report for the Peregrine Point Disc golf course for the year 2015.

Background: The operating agreement signed by the Chico Outsiders requires an annual report on Peregrine Point be made to the City of Chico. This report covers all happenings and business to do with the course within the time frame of January 1st 2015 to December 31st 2015.

Usage: The Chico Outsiders had 10 exclusive use days in 2015 and were able to sell fundraising items one Saturday per month. We held organized events on all but three of the exclusive use days due to weather. Events included the annual Bidwell Cliffs Pro/Am, Trilogy Challenge, Two Disc Challenge and our annual bag tag events. At each events we worked to educate people on the preservation of the course, and how they can leave a minimal impact.

Course Maintenance: Local members worked together to clean as they play, and to put together work days for larger projects. We had over 500 hours of volunteer time this year. Maintenance included: unwanted trail abatement, litter removal, tee pad maintenance, mulch spreading, cleaning graffiti, and working on course improvement projects. Members also used this time to educate fellow users of the course on how to leave a minimal impact while enjoying their day at the course.

Course Improvements: The Outsiders have been working directly with the Parks Department and have completed the location assessment for the alternate pin locations. We are now waiting on the wonderful weather to clear up before drilling and sleeve installation can begin. We have also began realizing more efficient tree impact mitigation. The Outsiders rolled out a prototype tree protector and began testing it on 18th fairway. The intent is to continue to improve the design of the new tree protector and then begin rolling them out one at a time as material becomes available. Higher impact locations will be given priority. We have also began installing seedling protection. Past blue oak planting areas have been given priority, and we will expand to include other seedlings as they are found and resources permit. Special thanks goes to the Parks Department and the Butte Environmental Council for setting us up with the knowledge and materials. We have again planted blue oak acorns in different locations throughout the site. Trail alignment is still a continuing issue, though we are working with the Parks Department to work out a more permanent solution.

Proposed Activities: In 2016 we are looking at adding some more events to the roster. The annual Bidwell Cliffs Pro/Am will be held again, along with the Awesome Blossom Tossem'

children's event that we hold each year with CARD. We will be looking into bringing back the Flight of the Falcon tournament. Along with several manufacture sponsored events aimed at new players. All these events will be open to the general public on our "Exclusive Use Days" to help reach as many people as possible.

Finances: In 2015 the Chico Outsiders paid out \$2573 toward environment studies, insurance, and operating costs. We are still waiting for the Environmental studies bill for year ending 2015. This bill will be \$4200. This would bring the total 2015 expenditures for the Outsiders to \$6773. The Outsiders currently have enough funds reserved to cover the costs of the 2015 studies (\$4937). Our income was generated by the selling of fundraising items, fundraising events and donations from the public, and grants from local groups. We are optimistic that with the tee signs going into the ground and a stronger presence in the community we will be looking at even better years to come.

Advertising: We are looking to improve on public education through the use of the tee signs, continued use of social media, and flyers posted at the course and in disc golf related businesses in Chico.

Conclusion: Moving forward into 2016 the Chico Outsiders plans are to continue replacing tree protectors with the improved models (as funds permit). Installing the alternate pin sleeves and tee signs. Continue to protect what we have and work to increase the blue oak and other natural resources we have. We will continue to keep communications with the Parks Department open and clear to improve the course for both the environment and the people of Chico who play there.

Phil Brock – Secretary
Outsider Recreation Advocacy, Inc.
A California 501(c)3

Appendix B – 2015 Peregrine Point Photos



CITY OF CHICO MEMORANDUM

TO: FILE

DATE: 7/15/2015





FROM: DAN EFSEAFF













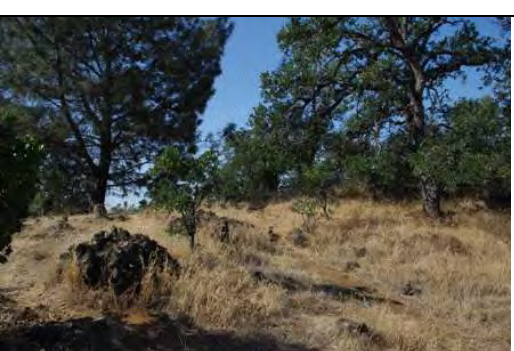











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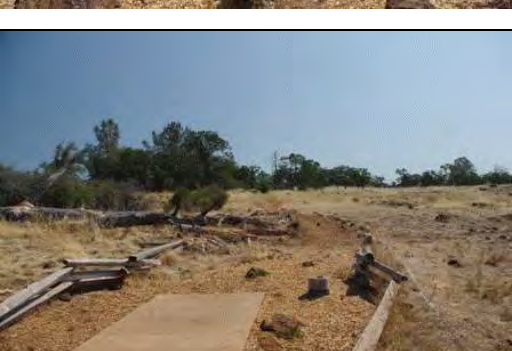





SUBJECT: PEREGRINE POINT DISC GOLF COURSE – SELECTED SITE PHOTOPOINTS JULY 2011, MAY 2014, AND MAY 2015. (PAST REPORTS WILL SHOW ADDITIONAL YEARS)



















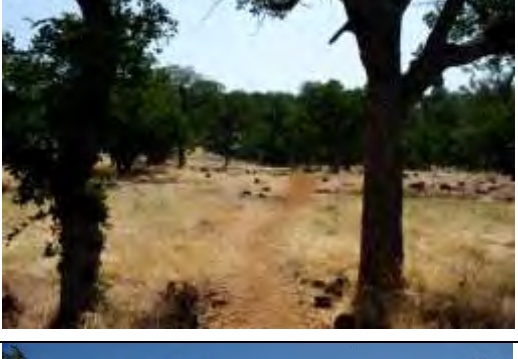
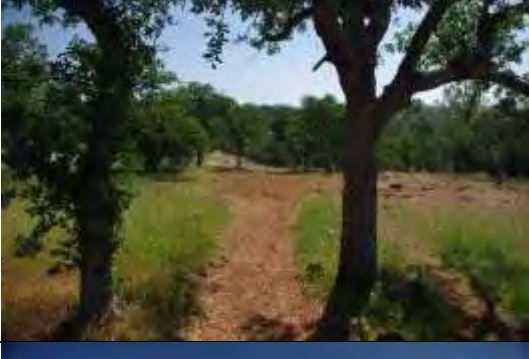




Nomenclature: Hole # - Tee Pad (H*- P) and Hole # - Target (H*-T). **Hole (H) and Photo-Point Panorama (PP) Photographs**













Location	July 2011	May 2014	May 2015
PP-1			
H1-P			
H1-T			
PP-2.1			
PP-2.2			
PP-2.3			
PP-2.4			


















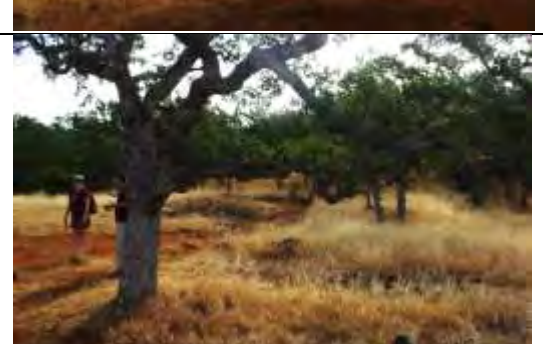






Location	July 2011	May 2014	May 2015
2.5			
PP-2.6			
PP-2.7			
PP-2.8			
PP-2.9			
PP-2.10			
H2-P			
H2-T			

Location	July 2011	May 2014	May 2015
H3-P			
H3-T1			
H3-T2 (toward H4-P)			
H3-T3 (toward H4-T)			
H3-T4 (toward H4-T alternate)			
H4-T1			
H4-T2 (cliff)			
H4-T3 (toward H5-P)			
H5-P			

Location	July 2011	May 2014	May 2015
H5-T1			
H5-T2 (toward H6-P)			
H6-P			
H6-T1			
H6-T2 (toward H7-P)			
H7-P			
H8-P			
H8-T			

Location	July 2011	May 2014	May 2015
H9-P (same location as H8-T)			
H9-T1			
H9-T2 (of H10-T)			
H9-T3 (of H11-P)			
H10-P1			
H10-P2			
H11-P1 (H10-T)			
H11-P2			

Location	July 2011	May 2014	May 2015
H11-T1			
H12-P1			
H12-T1			
H12-T2 (toward H13-P)			
H13-P1			
H14-P			
PP3-1			
PP3-2			

Location	July 2011	May 2014	May 2015
PP3-3			
H14-T			
H15-P			
H15-T1			
H15-T2			
H15-T3			
H16-P			
H16-T			

Location	July 2011	May 2014	May 2015
H17-P1			
H17-P2			
H17-T			
H18-P			
H18-T			

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Appendix C – [NCRLT]. Northern California Regional Land Trust. 2015a. 2015 Botanical Survey Results. Peregrine Point Disc Golf Course Botanical Monitoring. Technical Memorandum. November 16, 2015. Paul Kirk, Programs Manager. Chico, CA.

Technical Memorandum



Date: November 16, 2015
To: Dan Efseaff, Park and Natural Resource Manager, City of Chico
From: Paul Kirk, Programs Manager, Northern California Regional Land Trust
Project: Peregrine Point Disc Golf Course Botanical Monitoring
Subject: 2015 Botanical Survey Results

I. INTRODUCTION

On behalf of the City of Chico (City) and Outdoor Recreation Advocacy, Inc., the Northern California Regional Land Trust (Land Trust) conducted a botanical survey on and around the site of the Peregrine Point Disc Golf Course, hereinafter referred to as the “study area.” This memorandum summarizes the results of the findings regarding the botanical resources detected and mapped within the study area in 2015.

II. PROJECT LOCATION

The approximately 70-acre study area is located along State Route 32 approximately 7 miles east of the city of Chico. The study area occurs in the eastern portion of Bidwell Park on the south rim of the ridge overlooking Big Chico Creek at an elevation range of 1,050 to 1,300 feet above mean sea level. Barbed-wire fence encloses the study area on the southern and western edges.

III. PHYSICAL AND BIOLOGICAL SETTING

The study area is sited upon volcanic mudflow breccia that is part of the Tuscan Formation. These hard mudflows form the rocky outcrops covered with thin soils that support the vegetated areas identified as “wildflower fields” in previous surveys of the study area (City of Chico and EDAW 2008). Blue oak occurs on the deeper soils formed on volcanic conglomerate (U.S. Department of Agriculture and Natural Resources Conservation Service 2006).

The site has been used historically by hikers and naturalists and, currently, by disc golfers and mountain bikers. Footpaths and bike trails, eroded soils, trampled plants, and damaged trees are some examples of disturbances at this site that reflect its historical and current use.

Vegetation on the site is a mix of blue oak (*Quercus douglasii*) savannah with sparse, scattered tree cover and blue oak/foothill woodland with foothill pine (*Pinus sabiniana*) and interior live oak (*Quercus wislizenii*), interspersed with annual grassland elements and exposed volcanic mudflow. Understory shrubs and vines occurring within the woodland are manzanita (*Arctostaphylos manzanita*), redberry (*Rhamnus ilicifolia*), buck brush (*Ceanothus cuneatus*), poison oak (*Toxicodendron diversilobum*), and honeysuckle (*Lonicera interrupta*). Grassland within the study area is dominated by non-native annual grasses including wild oats (*Avena barbata*), Italian wildrye (*Festuca perennis*), soft chess (*Bromus hordeaceus*), annual fescues

(*Festuca* spp.), false brome (*Brachypodium distachyon*), dogtail (*Cynosurus echinatus*) and medusahead (*Elymus caput-medusae*). Non-grass species flowering at the time of survey include twining brodiaea (*Dichelostemma volubile*), soap plant (*Chlorogalum pomeridianum*), purple clarkia (*Clarkia purpurea*), Hansen's larkspur (*Delphinium hansenii*) and Butte County checkerbloom (*Sidalcea robusta*).

Thinner soils associated with the edges of the exposed volcanic mudflow support a few annual grasses, mostly annual fescues and soft chess, as well as needle-leaved navarretia (*Navarretia intertexta*), Douglas' sandwort (*Minuartia douglasii*), dwarf stonecrop (*Sedella pumila*), Hansen's spike-moss (*Selaginella hansenii*) and Bidwell's knotweed (*Polygonum bidwelliae*).

IV. SURVEY METHODOLOGY

Land Trust botanists, John Hunt and Paul Kirk, conducted a targeted survey on May 9 and 23, 2015 to relocate and map previously recorded occurrences of the Butte County endemics, Butte County Checkerbloom (hereinafter "checkerbloom") and Bidwell's knotweed (hereinafter "knotweed"). A map of checkerbloom occurrences from botanical surveys conducted in 2014 was used to relocate known checkerbloom plants. Survey effort was limited to the portion of the study area encompassing the Peregrine Point Disc Golf Course area and the northeastern end of the study area where checkerbloom has been documented in previous years; depicted on the 2014 map as checkerbloom groups. Wildflower fields within the main area of play that were known from previous surveys to contain knotweed (i.e., knotweed groups) were surveyed and knotweed occurrences mapped; other wildflower fields were scanned for presence of knotweed as time permitted. Incidental observations of noxious weeds were also recorded. Although associated species and general vegetation attributes were noted with regard to checkerbloom and knotweed occurrences, a full floristic survey was not conducted. Taxonomic nomenclature for plant species is in accordance with *The Jepson manual: vascular plants of California, 2nd edition* (Baldwin et al. 2012).

Being that multiple checkerbloom meristems can sprout from the same colonial root mass, the concept of checkerbloom units was used as detailed in the *2011 Botanical Monitoring Results Technical Memorandum* (North State Resources 2011). Specifically, a checkerbloom unit consisted of single meristem or a clump of meristems with each being less than 50 cm from an adjacent meristem. The location of each checkerbloom occurrence, or closely adjacent occurrences, was mapped as point data using a Trimble™ Pathfinder Pro XH Global Positioning System capable of sub-meter accuracy (Trimble GPS).

Bidwell's knotweed is a small annual species that occurs on the exposed volcanic mudflow and thin soils of the wildflower fields in the study area. Because knotweed plants can occur close together and in great numbers (often 100 or more), the boundaries of knotweed occurrences (i.e., patches) were mapped as polygon data using the Trimble GPS.

For each checkerbloom and knotweed occurrence the following data were recorded:

- Species
- Unique ID #
- Total number of checkerbloom units or knotweed individuals
- Plant vigor

- Phenology (% vegetative or reproductive)
- UTM coordinates and datum
- General composition of adjacent vegetation
- Overall site quality (excellent, good, fair, poor)
- General characteristics of notable visible disturbances..

V. RESULTS

Checkerbloom

A total of 96 checkerbloom units were observed (45 data points) during the 2015 survey (Figure 1). Approximately 90 percent of the units were vegetative, that is, they produced no flowering stems (racemes). The remainder (10 percent) bore one or more flowering stems (racemes) in various stages of development. Phenologically, the checkerbloom population at the study area was flowering and fruiting.

Table 1. Summary of field data for Butte County Checkerbloom occurrences at Peregrine Point Disc Golf Course collected May 9, 2015.

Checkerbloom Occurrence Attribute	Count	% of total
# units reproductive	10	10%
# units vegetative	86	90%
Total # units	96	100%

Checkerbloom units were observed in all eight checkerbloom groups that were depicted in the 2014 report (North State Resources 2014). Most of the checkerbloom units occurred within blue oak woodland paralleling the 14th, 15th, and 16th fairways or were associated with individual oak trees or the drip line of shrubs at the ecotone of woodland and grassland (CG-3, CG-4, and CG-5). Another cluster of points was located along the edge of woodland east of the 2nd fairway (CG-6). The out-of-bounds areas between the two baskets on the 3rd fairway and bounded by rail fence was another area where checkerbloom was relatively abundant. Additional checkerbloom units were mapped in the northeastern portion of the study area, outside the general area of disc golf play (CG-7 and CG-8).

The 2015 survey was conducted approximately one month later than in 2014; theoretically a later stage in the checkerbloom flowering and fruiting period. Both the total number of occurrences and the percentage of reproductive occurrences were less than in 2014.

Mountain bike trails established in 2013 and 2014 are still present and being used in 2015. The perimeter fence immediately south of CG-5 was cut and pulled aside in 2013; that opening has been widened. The approximate locations of these bicycle-related disturbances are noted on Figure 1 with an “X.”

Knotweed

Knotweed was detected in all of the knotweed groups, except for KG-5, and 34 knotweed patches were mapped (Figure 1). Approximately 90 percent of the plants were in flower, and consequently were relatively easy to detect. The number of individuals within an occurrence ranged from 3 to 170, and the total count of the number of individuals was approximately 840.

Table 2 provides a summary of the number of individuals and observed threats in each of the knotweed groups.

KG-3 is adjacent to fairways and baskets that receive heavy foot traffic resulting in large areas of bare soil and exposed substrate. Mountain bike tire tracks and a bike trail were also observed in this part of the study area. Four knotweed patches were observed in KG-3; none were observed 2014.

The knotweed survey was conducted four weeks later in 2015 than in 2014, and nearly all knotweed plants were flowering or in bud. Similar to 2014, the plants were small in stature and sparsely distributed. Trampling and associated erosion was observed along both designated fairways and undesignated trails within proximity of a majority of the knotweed patches.

Table 2. Summary of field data for Bidwell’s Knotweed patches at Peregrine Point Disc Golf Course collected May 23, 2015.

Knotweed Group ID¹	# patches	# plants	Observed Threats
KG-1	3	230	No obvious threats
KG-2	1	110	No obvious threats
KG-3	4	65	Trampling/erosion. Potential mountain bike impacts
KG-4	16	318	Mountain bike impacts along southern edge. Trampling from multiple foot trails.
KG-5		None observed	No obvious threats
KG-6	7	62	Trampling/erosion. Potential mountain bike impacts
KG-7	3	55	Trampling/erosion. Potential mountain bike impacts

¹ Knotweed group identification numbers (i.e., KG-x) correspond to those shown on the 2014 map.

VI. DISCUSSION

Butte County checkerbloom and Bidwell’s knotweed plants were relocated and mapped at most of the known locations in the study area, including all those within the main disc golf course area. Checkerbloom plants appear to be affected by the ongoing drought. We mapped 96 checkerbloom units in 2015—less than half of those mapped in 2014—and the percentage of reproductive plants was also less than in 2014. Total number of knotweed plants within the study area was greater in 2015 than in 2014, but still much less than in 2012–2014. Knotweed patches were very small and sparsely distributed in the knotweed groups, and individual plants were short statured with little branching. Drought conditions and heavy foot traffic appear to have a continuing negative impact on the extent of the knotweed population.

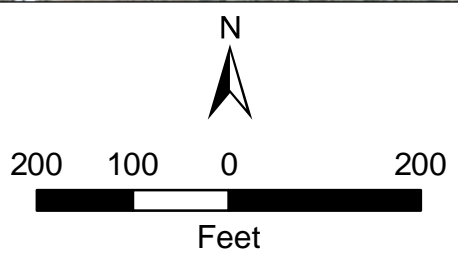
The noxious weed barbed goat grass population observed in 2011–2013 was not observed in 2015, although it may still be present on site as part of the soil seed bank. Long-term threats to checkerbloom and knotweed continue to be trampling, soil erosion, herbivory, and competition by exotic grasses. Both checkerbloom and knotweed populations are additionally threatened by the immediate impacts of mountain bike activity within the study area.

VII. REFERENCES

- Baldwin, B., D. H. Goldman, K. D. J., R. Patterson, T. J. Rosatti, and D. H. Wilken, eds. 2012. *The Jepson manual: vascular plants of California, 2nd edition*. Berkeley: University of California Press.
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- U.S. Department of Agriculture and Natural Resources Conservation Service. 2006. *Soil survey of Butte area, California, parts of Butte and Plumas counties*. Washington, D.C.: U.S. Government Printing Office.

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- Study Area
- Checkerbloom Data Point
- Checkerbloom Group (CG)
- Knotweed Patch
- Knotweed Group (KG)
- X Disturbance
- Peregrine Point Course Area
- ▲ Baskets
- Tee Pads (#)
- Trails



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 1
Checkerbloom and Knotweed Locations - 2015 Survey

Appendix D – [NCRLT]. Northern California Regional Land Trust. 2015b. 2015 Oak Survey Results. Peregrine Point Disc Golf Course Oak Tree Assessment and Monitoring Technical Memorandum. November 18, 2015. Paul Kirk, Programs Manager. Chico, CA.

Technical Memorandum



Date: November 18, 2015
To: Dan Efseaff, Park and Natural Resource Manager, City of Chico
From: Paul Kirk, Programs Manager, Northern California Regional Land Trust
Project: Peregrine Point Disc Golf Course Oak Tree Assessment and Monitoring
Subject: 2015 Oak Survey Results

I. INTRODUCTION

On behalf of the City of Chico (City) and Outdoor Recreation Advocacy, Inc., the Northern California Regional Land Trust conducted an arborist survey of the Peregrine Point Disc Golf Course, hereinafter referred to as the “study area.” This memorandum summarizes the findings of the 2015 arborist survey which is the fifth year of assessment and monitoring for two groups of native oak trees (*Quercus* spp.) in the study area.

II. PROJECT LOCATION

The approximately 70-acre study area is located along State Route 32 approximately 7 miles east of the city of Chico. The study area occurs in the eastern portion of Bidwell Park on the south rim of the ridge overlooking Big Chico Creek at an elevation range of 1,050 to 1,300 feet above mean sea level. Barbed-wire fence encloses the study area on the southern and western edges.

III. PHYSICAL AND BIOLOGICAL SETTING

The study area is sited upon volcanic mudflow breccia that is part of the Tuscan Formation, with thin soils that are low in organic matter. The study area is frequently used by disc golf enthusiasts, hikers, and cyclists. Footpaths and trails, eroded soils, trampled plants, and impacted trees are some examples of disturbances at the study area that reflect its current and historic use.

Vegetation within the study area is a mix of blue oak (*Quercus douglasii*) savannah with sparse, scattered tree cover and blue oak/foothill woodland with foothill pine (*Pinus sabiniana*) and interior live oak (*Quercus wislizenii*), interspersed with understory shrubs and vines, annual grasses and forbs, and exposed volcanic mudflow.

IV. SURVEY METHODOLOGY

Oak trees within the study area were surveyed on foot by Scott Gregory, International Society of Arboriculture (ISA) Certified Arborist WE-9041A on July 10, 2015. Oaks located in an area of influence of disc golf activity with a high potential for impacts by discs were identified by the City Department of Parks and Natural Resources in 2011 as Priority 1 oaks. A random sample of oaks within outer bounds of the disc golf course, but outside the field of play of individual fairway boundaries, was designated by the City Department of Parks and Natural Resources in

2011 as a reference population for monitoring and comparison to Priority 1 oak data. Priority 1 oaks and Reference oaks were located in the field using existing Geographic Information Systems (GIS) coordinate data provided by the City.

Year 5 oak tree data were collected in the field using a hardcopy of the oak data spreadsheet prepared jointly by the City and Scott Gregory in 2012. The boundaries of the study area and the location of the 68 surveyed trees, representing 34 “Priority 1” oaks and 34 “Reference” oaks, are illustrated on the map provided in Attachment A.

Each surveyed oak was measured and assessed for diameter at breast height (DBH), height class, tree condition class, proportion of the tree exhibiting impact marks, number of areas on the tree exhibiting deep wounding of the bark to the cork cambium depth, proportion of the canopy exhibiting dead wood, total number of broken branches in the canopy, tree species, growth form, and width of tree crown along the north–south bearing. Where surveyed oaks had multiple dominant stems originating below breast height, DBH was measured for each stem. All other attributes were assessed for the entire tree.

The presence of mistletoe was noted anecdotally in 2013, and in 2014 presence/absence of mistletoe was noted for all 68 trees in the survey. Presence/absence of mistletoe was noted again in 2015.

V. RESULTS

Priority 1 oaks are represented by 33 blue oaks and one interior live oak, with a total of 39 stems. This count includes the former Reference oak reclassified as a Priority tree (12-008) in 2014. Mistletoe was present in 26 percent of the Priority 1 oaks. Summaries of all other 2015 Priority 1 oak metrics are presented in Tables 1–7 in Attachment B.

Reference oaks are represented by 31 blue oaks and three interior live oaks, with a total of 51 stems. Mistletoe was present in 18 percent of the Reference oaks. Summaries of all other 2015 Reference oak metrics are presented in Tables 1–7 in Attachment B.

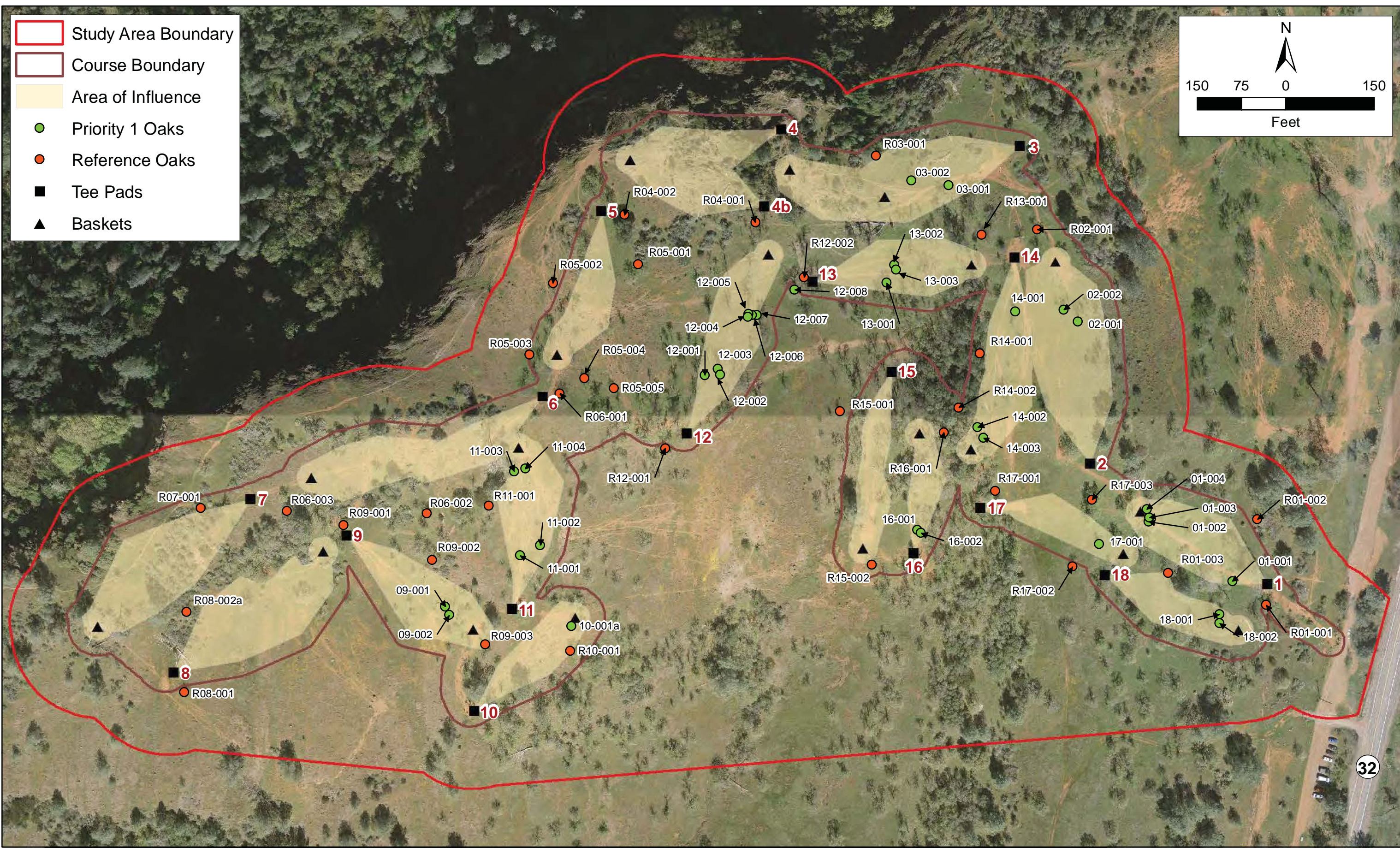
VI. DISCUSSION

This report presents results from the fifth annual assessment of 68 oak trees (90 stems) within the bounds of the study area. The two established groups of survey trees (Priority 1 and Reference oaks) should continue to be evaluated annually to monitor the possible effects of disc golf activities on oak trees in the study area and observe where impact avoidance measures (e.g., wood chip mulch, vertical poles to block disc impacts) can be effectively installed.

The drought from 2013 and 2014 has continued into 2015. Drought stress remained evident in nearly all of the observed oaks in the two study populations, as well as oaks in the area not associated with the study. Observed symptoms of drought stress included premature leaf browning, sparse leaves in the canopy due to premature leaf drop, arrested acorn development, and increased mortality. Some oaks exhibited significantly more pronounced symptoms of drought stress than others.

ATTACHMENT A

Location of Surveyed Oak Trees Map



ATTACHMENT B

Summary Data

Table 1 - Percent Composition of Diameter Classes

DBH (inches)	Percent of Priority 1 Population (%)	Percent of Reference Population (%)
0-5	13.2	19.2
6-11	65.8	57.7
12-17	7.9	11.5
18-23	7.9	9.6
24-29	2.6	1.9
≥30	2.6	0.0

Table 2 - Percent Composition of Height Classes

Height (feet)	Percent of Priority 1 Population (%)	Percent of Reference Population (%)
0-5	0.0	0.0
6-10	5.3	1.9
11-15	13.2	28.8
>15	81.6	69.2

Table 3 - Percent Composition of Condition Classes

Condition	Percent of Priority 1 Population (%)	Percent of Reference Population (%)
Excellent	0.0	0.0
Good	2.6	7.7
Fair	34.2	59.6
Poor	55.3	28.8
Dead	7.9	3.8

Table 4 - Percent Composition of Trunk Impacts Classes

Percent Trunk Impacted	Percent of Priority 1 Population (%)	Percent of Reference Population (%)
0	0.0	59.6
1-25	2.6	28.8
26-50	23.7	9.6
51-75	52.6	1.9
>75	21.1	0.0

Table 5 - Percent Composition of Dead Canopy Classes

Percent Dead Canopy	Percent of Priority 1 Population (%)	Percent of Reference Population (%)
0	0.0	0
1-25	71.1	75.0
26-50	18.4	17.3
51-75	2.6	3.8
>75	7.9	3.8

Table 6 - Percent Composition of Broken Branch Count

Number of Broken Branches	Percent of Priority 1 Population (%)	Percent of Reference Population (%)
0	0.0	9.6
1	0.0	0.0
2	2.6	19.2
3	2.6	9.6
4	0.0	9.6
5	5.3	23.1
6	13.2	3.8
7	5.3	5.8
8	5.3	3.8
9	7.9	1.9
≥10	57.9	13.5

Table 7 - Percent Composition of Damaged Bark Patch Count

Number of Damaged Bark Patches	Percent of Priority 1 Population (%)	Percent of Reference Population (%)
0	28.9	78.8
1	13.2	7.7
2	21.0	3.8
3	13.2	1.9
4	5.3	0.0
5	5.3	1.9
6	5.3	3.8
7	0.0	0.0
8	2.6	1.9
9	0.0	0.0
≥10	5.3	0.0



DATE: 8/24/17
TO: Bidwell Park and Playground Commission (BPPC)
FROM: Dan Efseaff, Park and Natural Resource Manager
SUBJECT: Parks and Street Trees and Public Landscapes Report

NARRATIVE

1. Updates

- a. Fire Danger Sign – To increase park user’s awareness of fire danger, the City of Chico Parks Division erected a “Fire Danger” sign at the entrance to Upper and Middle Park. Staff will update the sign on a weekly basis unless conditions change dramatically. Citizens interested in the most current fire weather should consult the National Weather Service Fire Weather page (<http://www.wrh.noaa.gov/firewx/?wfo=sto>)
- b. Annie B’s– The Parks Division is participating in the North Valley Community Foundation’s fundraiser again this year. The focus for the Parks Division is to raise funds for the renovation of Caper Acres. Find the printable donation card on the back page of this report or go to <http://nvcf.org/fund/bidwell-park-chico-parks-division-2/>

2. Administrative and Visitor Services

- a. Public Works Operations Consolidation – It appears that the Management staff for Public Works operations will again return to 965 Fir Street this fall to help provide additional coverage for administrative staff and increased coordination with other divisions.
- b. Reservations – The end of summer marks a decrease in park use and reservations, however, it’s usually followed with a typical upswing in events in October. This year seems to follow the same pattern.

3. Planning/Monitoring

- a. Peregrine Point – Staff completed the draft 2015 Monitoring Plan for the site. The five year review provides a number of modifications to the existing monitoring program and recommends some site improvements.

4. 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 replaced the broken steel on the Cedar grove bridge caused by the downed tree. Staff has been replacing rotten and damaged split rail fencing throughout Lower Park. Staff has seen an increase in lock vandalism this summer this month One Mile has had locks cut and removed on both the south and north gates and on the inner bollards to the closed section as well to some of the storage areas, Cedar Grove has had its door locks filled with epoxy yet again just last week.
- b. Upper Park: The ongoing repairs to the Lot E fence and the ever present shenanigans that happen at Diversion Dam gate and lot (I E locks or chain cut Rocks winched out of the parking surround so that the can drive through or rock crawl over and off-road their trucks into the upper end of the park.
- c. Greenways: Staff has spent considerable time and operational budget to complete the Comanche Creek greenway project to its current state. Staff installed fixtures with signs one picnic table and made little tweaks to the project. Staff will return in the fall to complete the section of trail from Valeen to Wrex and to harden the ADA section on the north side and the bike section of crusher dust on the south.
- d. Upcoming Projects: Paint Five mile Buildings inside and out, Comanche Creek trail work, Tiechert ponds trail work, PPDG Hole and Tee realignment.

5. Ranger and Lifeguard Programs

- a. **Lifeguard Program** The second year of contracted lifeguard services thru CARD is winding down with the start of CUSD and CSU classes. Hours at the pool have been reduced to weekends only thru Labor Day. Three tired swimmer assists/rescues were tallied in late July and early August. Guards continue to attend to minor first aid incidents at the pool including cuts, scraps and bee stings.
- b. **Ranger Program** The summer months have been challenging for ranger staff. Duties include public and park safety, opening parks and the DTA, reporting vandalism and safety checking facilities, patrols/enforcement duties, rendering of first aid, lifeguard oversight, education, responding to emergent situations in the park, event coordination, trainings, oversight and noticing of camps throughout the City and working with the Sheriff's ACS program cleaning homeless camps.
Dealing with encampments and the homeless situation in greenways and parks represents a significant part of ranger time. Rangers continue to work closely with police on this issue and are part of a special enforcement detail over the next month to address a specific area of Little Chico Creek that is plagued with illegal camping, drug activity, and other crime.
- c. **Significant Incidents** Summer always brings an increase of people to the park to enjoy recreational opportunities. With the increase of people, a corresponding incidence of accidents and unwanted events occur. Some situations occur from a lack of preparation for outings, while others arise out of lack of personal responsibility or knowledge. Rangers continually counsel and educate on heat illness, especially in Upper Park. Within the last month, there has been a near drowning at Bear Hole where a victim was rescued, a fall victim transported by medics requiring surgery, a helicopter rescue of an injured victim, an assault at Bear Hole and an overturned vehicle on Upper Park Road during a meteor shower.

6. Natural Resource Management

- a. **Teichert Ponds** – Staff has begun planning for an improved trail to the “peninsula” at this increasingly well-used area.

7. Outreach and Education

- a. **Bidwell Bash**– The Bidwell Bash is a fundraiser and celebration of Bidwell Park's 111th Birthday that will occur at Caper Acres on September 10th from noon until 4pm. This year a clean-up of Caper Acres is planned as part of the event.
- b. **Jr. Ranger Program**– The debut of the Jr. Ranger program is planned to occur at the Bidwell Bash Celebration. The Jr. Ranger program will be conducted once per month on Sundays in the afternoon. Details to follow soon.

8. Street Trees and Landscapes

- a. **Municipal Tree Care Report** – The City of Chico was one of 667 communities that participated in a survey on community tree activities last year. The recent publication, Municipal Tree Care and Management in the United States: A 2014 Urban and Community Forestry Census of Tree Activities summarizes the variety of approaches that communities use to manage and grow trees on public and private landscapes. Follow this link (<http://bit.ly/MuniTree>) to view the publication.

9. Volunteer and Donor Program

- a. **International Students**– Students from Senegal, Mali, Sudan, Nigeria and Ghana contributed a total of 24hrs of volunteer services to Bidwell Park on 2 separate occasions in July.
- b. **Annie B's**– Staff and volunteers are working to get the word out about the Annie B's fund drive and how to donate.
- c. **Upcoming Volunteer Opportunities** –
 - i. **Bidwell Park and Creek Clean-up**– On September 17th, Butte Environmental Council (BEC) teams up with the City of Chico to pull trash and recyclables out of our creeks and parks. To join us for the Cleanup please visit the BEC webpage at <http://www.becnet.org/>

10. Upcoming Issues/Miscellaneous

- a. **Upper Park Road** – Staff will be preparing a committee report to discuss the uses of the gravel portion of Upper Park Road to assess if the current policies and approaches are adequate. This item will come before the Natural Resources Committee in the next couple of months. A companion effort will be to assess the condition of the road, the policy will dictate the needs on the road.

MONTHLY SUMMARY TABLES

Table 1. Volunteer Hours

Park and Greenway Volunteer Activities July 2016						
Date	Location	Agency	Tasks	# of Volunteers	Total Hrs	Leader
All of July	Bidwell Park	Parks Division	Park Ambassadors	140	1545	Shane Romain
All of July	Various	Parks Division	Weed and Litter removal	1	4	Susan Mason
7/3/2016	Upper Bidwell Park	Butte Environmental Council	Watered Oak Seedlings	4	8	Lexi Thornton
7/6/2016	1 Mile	Upward Bound	Weed and Litter removal	6	18	Shane Romain
7/7/2016	1 Mile	Upward Bound	Weed and Litter removal	6	18	Shane Romain
7/9/2016	Bidwell Park	The Stream Team	Water Quality Monitoring	11	33	T. Hamill
7/9/2016	Upper Bidwell Park	Butte Environmental Council	Caged Oak Trees	1	2	Lexi Thornton
7/10/2016	Comanche Creek	FOCCG	Weed and Litter removal	6	18	Susan Mason
7/10/2016	Upper Bidwell Park	Butte Environmental Council	Watered Oak Seedlings	5	10	Lexi Thornton
7/12/2016	1 Mile	Upward Bound	Weed and Litter removal	6	18	Shane Romain
7/13/2016	1 Mile	Upward Bound	Weed and Litter removal	6	18	Shane Romain
7/13/2016	Comanche Creek	FOCCG	Weed and Litter removal	6	18	Susan Mason
7/14/2016	1 Mile	Upward Bound	Weed and Litter removal	6	18	Shane Romain
7/15/2016	1 Mile	Parks Division	Spread Wood Chips and Litter Removal	6	12	Shane Romain
7/16/2016	Children's Playground	DCBA	Weed and Litter removal			
7/16/2016	Comanche Creek	FOCCG	Weed and Litter removal	6	18	Susan Mason
7/17/2016	Upper Bidwell Park	Butte Environmental Council	Watered Oak Seedlings	5	10	Lexi Thornton
7/19/2016	1 Mile	YCC	Weed and Litter removal	12	36	Shane Romain
7/19/2016	Comanche Creek	FOCCG	Weed and Litter removal	6	18	Susan Mason
7/22/2016	1 Mile	Parks Division	Spread Wood Chips and Litter Removal	6	12	Shane Romain
7/24/2016	Upper Bidwell Park	Butte Environmental Council	Watered Oak Seedlings	6	12	Lexi Thornton
7/31/2016	Upper Bidwell Park	Butte Environmental Council	Watered Oak Seedlings	4	8	Lexi Thornton
				TOTAL HOURS	1854	

Table 2. Monthly Public and Private Permits

Table Monthly Public Permits					
Date	Location	Organization	Event	Participant #	
07/03/2016	Council Ring	God Squad	AA Meeting	60	
07/04/2016	1 Mile	Chico Running Club	Independence Day 5K Run	1,000	
07/10/2016	Council Ring	God Squad	AA Meeting	60	
07/17/2016	Council Ring	God Squad	AA Meeting	60	
07/31/2016	Council Ring	God Squad	AA Meeting	60	
Totals			6	1,240	

Table 3. Monthly Private Permits

Table Monthly Private Permits		
Type	# Permits	# Participants
Private	17	810
Caper Acres	30	315
Totals	47	1125

Table 4. Monthly Maintenance Hours.











Category	Staff Hours	% of Total	% Change from Last Month	2015 Trend
1. Safety	239	26.5%	80.7%	
2. Infrastructure Maintenance	227	25.1%	46.7%	
3. Vegetation Maintenance	143	15.8%	63.4%	
4. Admin Time/Other	295	32.6%	109.7%	
Monthly Totals	903	100%	70.8%	

Table 5. Monthly Street Tree Productivity.

Category	Staff Hours	% of Total	% Change from Last Month	Trend
Tree Crew Hours				
1. Safety	109	13.4%	111.2%	
2. Tree Work	388.5	47.6%	93.4%	
3. Special Projects	270	33.1%	105.9%	
4. Admin Time/Other	48	5.9%	36.8%	
Monthly Totals	815.5	100.0%	90.7%	

Item	Values	% Change from Last Month	Trend
5. Productivity			
Calls			
Call Outs	116	141.5%	.....
Service Requests: Submitted	0	-	
Service Requests: Completed	81	89.0%	.....
Sub Total	197	113.9%	.....
Trees			
Planted: Trees	0	-	...
Pruned	350	289.3%	.....
Removed: Trees (smaller)	0	0.0%	.....
Removed: Stumps	0	-	.
Removed: Trees	0	-	
Sub Total	350	284.6%	.....
Tree Permits (#)			
Submitted	0	-	
Approved	6	150.0%	.....
Denied	2	-	.....
Total	8	200.0%	.....
6. Contracts			
Expenditures (\$)	\$ 15,834	-	.....
Trees (#)			
Planted	0	-	
Pruned	12	-	.....
Removed: Trees (smaller)	0	0.0%	
Removed: Stumps	2	-	.....
Removed: Trees	0	0.0%	
Routine Maintenance	0	-	
Total	14	-	.....

Table 6. Monthly Incidents

07/03/2016	Depot Park	Delay/Obstruct	Arrest
07/04/2016	City Plaza	Warrant	Arrest
07/04/2016	Lower Park	Drunk in Public	Arrest
07/06/2016	Depot Park	Drunk in Public	Arrest
07/07/2016	City Plaza	Warrant	Arrest
07/09/2016	Lower Park	Vehicle 459	Cop Logic Rpt
07/09/2016	City Plaza	(2)Warrants	(2) Arrests
07/12/2016	City Plaza	Warrant	Arrest
07/21/2016	Upper Park	Vehicle Burglary	Cop Logic Rpt
07/23/2016	Upper Park	Fall	Medical Transport
07/26/2016	City Plaza	415 subject	Arrest
07/29/2016	Upper Park	Ankle Injury	Medical Transport
07/30/2016	Upper Park	Assault/Battery	Not found

Table 7. Monthly Citations and Warnings

Ranger Report - Citations 2016							
Violation - Citations	Monthly			Annual			Trend
	Total Citations	%	Rank	Total Citations	%	Rank	
Alcohol	4	15%	2	21	11%	3	
Animal Control Violations	0	0%	5	4	2%	7	
Bicycle Violation	0	0%	5	1	1%	11	
Glass	1	4%	4	8	4%	4	
Illegal Camping	2	8%	3	43	22%	2	
Injury/Destruction City Property	0	0%	5	3	2%	8	
Littering	0	0%	5	3	2%	8	
Other Violations	0	0%	5	5	3%	6	
Parking Violations	19	73%	1	102	51%	1	
Resist/Delay Park Ranger	0	0%	5	2	1%	10	
Smoking	0	0%	5	7	4%	5	
Totals	26	100%		199	100%		

Ranger Report - Warnings 2016							
Violation - Warnings	Monthly			Annual			Trend
	Total Warnings	%	Rank	Total Warnings	%	Rank	
Alcohol	16	13%	4	88	6%	7	
Animal Control Violations	24	19%	2	280	20%	1	
Bicycle Violation	17	13%	3	205	15%	4	
Glass	5	4%	8	127	9%	5	
Illegal Camping	16	13%	4	224	16%	3	
Injury/Destruction City Property	3	2%	9	27	2%	9	
Littering	7	6%	7	105	8%	6	
Other Violations	3	2%	9	19	1%	10	
Parking Violations	9	7%	6	42	3%	8	
Resist/Delay Park Ranger	1	1%	11	9	1%	11	
Smoking	26	20%	1	243	18%	2	
Totals	127	100%		1369	100%		

PHOTOGRAPHS



1 New fire danger sign on Upper Park Rd.



2 Exchange students volunteering at 1 Mile.



3 Full House at Comanche Creek opening.



4 Ribbon Cutting at Comanche Creek.

Attachments:

- A. Annie Bs Postcard

S:\Admin\BPPC\BPPC_Meetings\2016\16_0829\BPPC_Division_Report_16_0829.docx
8/24/2016



M CAPER ACRES RENOVATION 2014
CONSTRUCTION AND DEMOLITION BEGAN SPRING 2014
VISITING OUR NEW WEBSITE

To view the Caper Acres Renovation Master Plan, visit: http://www.ci.chico.ca.us/General_Services_Department/Park_Division/

Hear ye! Hear ye!

Caper Acres Fundraising



Our magical playground in Bidwell Park is in need of your help! Now is the perfect time to contribute your Magic.

Please donate now during the Annie B's Community Drive August 1-September 30

Yes, I would like to contribute to the renovation of Caper Acres!

Contributions are tax deductible (IRS Publication 526 (2014) p.2).

Name _____ Address _____

City _____ State _____ Zip _____

Enclosed please find my support in the amount of: \$ _____

Payment method:

Check (Please make payable to Annie B's/Chico Parks Division)

Please clip and return to North Valley Community Foundation (NVCF) 240 Main Street

Suite 260, Chico CA 95927



OR

Credit Card online via North Valley Community Foundation

<http://nvcf.org/fund/bidwell-park-chico-parks-division-2/>