



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

Regular Meeting Agenda  
October 24, 2016, 6:30 pm  
Municipal Center - 421 Main Street, Council Chamber

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

**1. REGULAR COMMISSION MEETING**

- 1.1. Call to Order
- 1.2. Roll Call

**2. CONSENT AGENDA**

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

- 2.1. Approval of Meeting Minutes

**Action:** Approve minutes of BPPC held on 09/26/17.

- 2.2. Permit for Frost or Fog 5K, ¼ Mile and 10-mile Run in Lower Bidwell Park (1/21/2017)

Applicant (Under the Sun Events) requests a permit to host a 5K, ¼ Marathon and 10-mile race that starts 5 Mile Picnic Area and extends into Middle and Upper Bidwell Park on Saturday, January 21, 2017. This event is in its 13th year. **Recommendation:** *Conditional approval.*

**ITEMS REMOVED FROM CONSENT – IF ANY**

**3. NOTICED PUBLIC HEARINGS - NONE**

**4. REGULAR AGENDA**

- 4.1. Consideration of 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 recent City Council directives and policies concerning City leases and agreements. The policy requires Council approval of any leases or agreements with terms of five years or more. **Recommendation:** *Recommend that the City Council authorizes the City Manager to execute a new agreement with the Chico Equestrian Association.*

**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 11/28/2016 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  
September 26, 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  
Valerie Reddemann  
Janine Rood  
Marisa Stoller

**Commissioners absent:**

Mary Brentwood  
Drew Traulsen

**Staff present:** Dan Efseaff (Park and Natural Resource Manager), and Nancy Kelly (Management Analyst)

**2. CONSENT AGENDA**

**2.1. Approval of Meeting Minutes – 8/29/16**

**2.2. Approval of Short-term Extension (to December 31, 2016) of Agreement with the Chico Equestrian Association for Use of the Chico Equestrian Arena, Middle Bidwell Park**

The City is working with the Chico Equestrian Association to develop a new agreement that incorporates recently passed policies to govern agreements to all City-owned property. Staff sought an extension on the current agreement in order to complete the agreement that incorporates these policies. **Recommendation:** *Approval of extension until December 31, 2016.*

**2.3. Permit Group Workout Class at Cedar Grove, Lower Bidwell Park (10/8/16 and 11/5/16)**

Applicant (Matthew Brown, NorCal Strength and Conditioning Chico) was wanting to host a workout class at Bidwell Park for an hour in October and November. The Applicant would bring in small gym equipment. **Recommendation:** *Conditional approval.*

**MOTION:** Approve the consent agenda as submitted. **MADE BY:** Reddemann. **SECOND:** Rood. **AYES:** 5 (Hernandez, Moravec, Reddemann, Rood and Stoller). **NOES:** 0. **ABSENT:** Brentwood and Traulsen.

**ITEMS REMOVED FROM THE CONSENT AGENDA – None.**

**3. NOTICED PUBLIC HEARINGS – None.**

**4. REGULAR AGENDA**

**4.1. Consideration of Tree Permit: 101 Emerald Lake Ct.**

Applicant (Joseph and Kay Clark) requested removal of a black gum tree, citing the litter and fruit cleanup and potential future trip hazards as reasons for removal. The tree was not dead or dying and did not pose a dangerous or defective condition. The BPPC considered the permit for the convenience of the landowner. Any removal and replacements costs would be borne by the applicant. **Recommendation:** *Staff did not recommend removal; however, staff provided recommended conditions should the BPPC approve the permit.*

Efseaff stated that the tree is approximately 14 years old and that there is no discernable lifting or cracking of the sidewalk at this time.

Kay Clark was in attendance and addressed the Commission. She offered that these are messy trees and is concerned about the roots lifting the sidewalk, causing a hazard. At one time, she had another tree of the same species that had died and she had it removed. She would like to replace the current tree with a maple tree.

No other comments from the public.

Reddemann asked Efseaff about the tree being replaced with a maple one, and how long would it take the new tree to reach the size of the current tree. Efseaff stated that both trees grow at a similar rate.

Moravec feels that much of the time it is a matter of the wrong tree planted in the wrong place.

Reddemann asked if there was a City policy to follow up to see if the homeowner replants a tree. Efseaff stated that it is explicit in the code and staff has been very good about spelling it out in the application. If a permittee doesn't follow through, it becomes a lien on the property.

**MOTION:** To deny the request for the tree permit at 101 Emerald Ct. **MADE BY:** Rood. **SECOND:** Moravec. **AYES:** 2 (Moravec and Rood). **NOES:** 3. (Hernandez, Reddemann and Stoller) **ABSENT:** 2 (Brentwood and Traulsen)

**MOTION:** To approve the tree removal permit at 101 Emerald Ct. **MADE BY:** Stoller. **SECOND:** Hernandez. **AYES:** 3 (Hernandez, Reddemann and Stoller). **NOES:** 2. (Moravec and Rood) **ABSENT:** 2 (Brentwood and Traulsen)

## 5. BUSINESS FROM THE FLOOR

## 6. REPORTS

### 6.1. Natural Resources Committee Report, Marisa Stoller, Committee Chair

Stoller reported on their 9/21/16 meeting in which there were a number of citizens attended. Opportunities for Upper Park Road, specifically the portion that is closed to the public were discussed. Citizens provided conflicting views in what to do with the road. Some wanted it to be re-graded so that the road is usable and passable to all vehicles and open at all times while some wanted it to remain closed to private vehicles at all times to maintain more of a natural setting.

Efseaff added that the Committee is looking at the issue from a policy standpoint with the Natural Resources Committee and while a consultant and the City will evaluate more technical approaches on how to fix the road with a survey, exploration of options, and a cost estimate. Currently, the City is lining up an analysis of the road and immediate area to address the impact and changes to make the road more sustainable and maintainable.

They will be looking into a survey and will return to the Committee with options for the road. This should be a 3-6 month process.

**6.2. Parks and Street Trees Division Report – Dan Efsseff, Park and Natural Resource Manager**

Efsseff reported the following:

- Impacts and aftermath of the Santos Fire in Upper Park - staff is working with Cal Fire on a rehabilitation plan ahead of the winter rain. Guardians Trail between 10 Mile House Road and Humboldt Trail and Pine Trail will remain closed. Annie Bidwell Trail is the alternate route at this time. Working with CSU Chico in getting some archaeological surveys of the area. Some trails will need to be rerouted. Volunteers may be solicited.
- Repairs on Ceres Bridge – there is a temporary plan to repair the wood decking and the long-term solution would be a lightweight concrete with minimal maintenance. Staff is working with Engineering and this should take place in 2017.
- The revamp of Five Mile is nearly complete. There are some very apparent structural issues. This will be added to the Park inventory list.
- Trails will be a big focus this Fall which will include Teichert Ponds, a small section of Comanche Creek and a new trail on Monkey Face by next spring.
- Rangers have met with CSU Chico and elementary schools to go over the park rules.
- There have been some issues at Depot Park so some extensive vegetation cleaning has been done to improve the sight lines.
- Annie B's donations are still in process. Caper Acres and Street Trees are the focus for Parks.
- Chico Makes a Difference Day will take place in October. *RacePlanner* is being used to gather volunteers. CSU Chico is taking the lead on the event.
- Working with the Police Department in the area of Humboldt Ave. (between Olive and Orient). There will be a lot of work on invasive plant removal taking place. Outreach to the neighbors has been done.
- Efsseff will be providing the Commissioners with tours of Teichert Ponds and Comanche Creek when the trail work is complete which will probably take place in December.

**7. ADJOURNMENT**

Adjourned at 7:15 p.m. to the next regular meeting on October 24, 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:

\_\_\_\_\_  
Nancy Kelly, Management Analyst

\_\_\_\_\_  
Date

Distribution: BPPC

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10/18/2016



# BPPC Staff Report

Meeting Date: 10/24/2016

DATE: 10/10/16  
 TO: Bidwell Park and Playground Commission  
 FROM: Theresa Rodriguez, Administrative Assistant  
 SUBJECT: Permit for Frost or Fog 5K, ¼ Marathon and 10 Mile Race in Lower Bidwell Park (01/21/2017)

### REPORT IN BRIEF:

Applicant (Under the Sun Events) requests a permit to host a 5K, ¼ Marathon and 10-mile race that starts 5 Mile Picnic Area and extends into Middle and Upper Bidwell Park on Saturday, January 21, 2017. This event is in its 13<sup>th</sup> year.

**Recommendation:** *Conditional approval.*

### Event Details

Date of Application	6/17/2016
Date of Event	1/21/2017
Time of Event	5:30 AM - 1:00 PM
Event Name	Frost or Fog 5k, ¼ Marathon and 10-mile Run
Applicant Name	Nikki Stadler
Location	5 Mile Picnic Area to Middle and Upper Bidwell Park
Description	Trail run from 5 Mile Picnic Area all the way to B Trail on Upper Park Rd.
New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Years? 13
# Participants	500
Reason for BPPC Consideration?	Not an intensive use area.
BPMMP Consideration	Running is a permissible use under the Bidwell Park Master Management Plan (BPMMP). The plan also notes that Upper Park is a protected area for non-intensive recreational uses and non-intensive wilderness compatible recreation shall be provided in Upper Park (O.Upper-2; I. Upper-1). The use of Upper Park trails for the race is considered an intensive use and requires BPPC approval.

### Conditions

Staff recommends the following conditions:

- Continued adherence to all park rules.
- Advise event staff to set up "No Parking" signs along Centennial to avoid illegally parked cars along Centennial Ave.
- Close Upper Park gravel road to vehicle traffic during the event.
- The applicant must provide sufficient monitoring to keep racers on the established route as well as direct traffic where the route crosses the road. Adequate free standing signage must also be in place in order to ensure racers follow the established routes and also to notify other park users of the event.
- Much of the route along paths or trails that can accommodate use during more wet conditions (Middle Park trails south of Upper Park Rd to Five Mile Way). The applicant has agreed to move the route to paved paths and roads in the case of a wet weather closure of the trails. The revised course will be subject to Park Division approval.
- The applicant will need to do a final inspection of the race courses at the conclusion of the event and remove all signs and course markings as well as pick up any associated trash.

**Attachments:** A. Application & Permit for Park Use

**Distribution:** Nikki Stadler

10/18/2016



# 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:

Nikki Stadler

Name of Applicant/Contact Person

Under the Sun Events

Organization Name (if applicable)



Contact Phone #

Alternate Phone #

Frost or Fog 5K, Quarter Marathon and 10-mile runs

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

Saturday, January 21, 2017

Day and Date of Event:

From: 5:30 a.m. To: 1 p.m.

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

From: 7:30 a.m. To: Noon 500

Number of people

E-mail address

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

### AREA REQUESTED: (Please check if requested)

Bidwell Bowl Amphitheater

Electricity (15 amp)

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

Cedar Grove Picnic Area

Electricity (15 amp)  
tables, restroom area (circle)

Meadow

100 amp Electrical Service  
Water (public events only)

Children's Playground

Electricity (15 amp)-Pick up key on: \_\_\_\_\_ Mon - Fri 8:00 - 3:30  
 Water (public events only)  100 amp Electrical Service

City Plaza (Additional fees may apply)

Electricity (15 amp)  100 amp Electrical Service  
 Event Restrooms  Water (public events only)  
 Fountain - On  Fountain - Off  
 Meter Bags # \_\_\_\_\_  Sound Curtain

Council Ring

Fire Permit

Five Mile Picnic Area

One Mile Picnic/Barbeque Area - Water available, no hose bib

Oak Grove A

Oak Grove B

Sycamore Way Parking Lot Closure-Public Events ONLY

Electricity (15 amp) parking area, restroom area (Pick up key)

Band Stand (15 amp)

BBQ-Pick up key on: \_\_\_\_\_ Mon - Fri 8:00 AM - 3:30 PM

Depot Park

Electricity (15 amp)

Lower Bidwell Park (public events only): \_\_\_\_\_

Upper Bidwell Park (public events only): \_\_\_\_\_

Other (specify) (public events only): \_\_\_\_\_

Early Entrance Needed (public events only)  Yes  No

Additional Description of the Event: Trail runs beginning and ending at 5-Mile Recreation Area. The 5K run goes to the Rod and Gun Club, the 10-mile goes just past B Trail on Upper Park Rd.

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

### SECTION 2 - PERMIT FEES

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

- Application Fee \$ 19.00 (Non-Refundable)
- Reservation Fee 180.00 ~~\$11.00~~ (\$11.00 minimum, please call for quote)
- Insurance Fee \$ 40.00 (\$40.00 to process outside insurance)
- Vendor Fee # \_\_\_\_\_ \$ \_\_\_\_\_ (\$6.00 per vendor)
- Damage Deposit \$ 100.00 (\$100.00 refundable)
- Early Entrance Fee 65.00 ~~\$32.50~~ (\$32.50/hr. public events only) 2 hrs. <43.50>
- Additional Park Use Fees \$180.00 (see fee schedule)

#### Additional fees for City Plaza use:

Event Restrooms \_\_\_\_\_ x (\$95.00) = \$ \_\_\_\_\_  
#days  
100 amp Electrical \_\_\_\_\_ x (\$30.00) = \$ \_\_\_\_\_  
(electrician required) #days

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

Convenience Fee: \$ \_\_\_\_\_

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

Total Fee Required: \$ 404.00

City of Chico Cash Receipt No. CR409586 Payment Method: CK 2331 Date: 6/17/16 Received By: TR \$382.50

ORIGINAL

✓ R1 ✓ JIMMY ✓ SHANE  
✓ R2 ✓ LISA ✓ APPLICANT

## 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.
- 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](http://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:**



## 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](mailto:risk-management@chicoca.gov)

If insurance is required, Certificate of Insurance, meeting City standards must be received by: January 6, 2017

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 \_\_\_\_\_, 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 06/02/2016

Date

### RETURN THIS FORM TO:

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

FAX 530-895-4825 or email to [Parkinfo@chicoca.gov](mailto: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. Standard Conditions  
 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: \_\_\_\_\_

Lisa Bunge, Sr Park Ranger

# 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? <sup>13</sup> _____	Yes	No
Are there a patron admission, entry, or participant fee(s) required for your event?	x Yes	No
Will there be amplified sound/music at event? (Please see 'Conditions For Park Use') Specify type (microphone, band, radio, PA system etc): PA System _____	Yes X	No
When will amplified sound/music be heard? Time from: 7 a.m. _____ until: Noon _____ amps needed (15 or 100) _____ Note: 100 amp electrical service requires a certified electrician to operate.		
Will there be any entertainment apparatus? (Operator to provide proof of insurance) [ ] Bounce house [ ] Climbing wall [ ] Ropes Course [ ] Other: _____ Name of Operator: _____	Yes	No X
Will there be any vendors at this event? (No glass or alcohol permitted) If "yes" please note the number of vendors anticipated: _____ (submit a, separate, complete list) Does your event include food concession and/or preparation areas? If yes, please describe how food will be served and/or prepared: _____ _____	Yes	No X
Will event require that any part of the Park remain closed beyond the normal time of opening? Note: Park gates will not remain closed beyond normal opening time for any event with less than 1,000 people. All races with less than 1,000 people at One Mile must start before 8:30am. <b>(Subject to approval by the General Services Department Director and/or Senior Park Ranger.)</b> If "yes" please state which gate(s): _____ Time of closure from: _____ until: _____	Yes	No X
Will there be early entrance into the Park for setup? If "yes" when will monitors be at their position(s)? Time from: 5:30 a.m. _____ until: _____ Note: Gate Monitors are required at the entrances and exits for early Park entrance. An additional fee may be charged for early entrance	Yes X	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 X
<b>Portable Restrooms:</b> You are required to provide portable restroom for events with 200+ participants at your event, in the immediate area of the event site which will be available to the public during your event. Restroom Company <u>Johnnie on the Spot</u> Phone Number <u>530-6245908</u> Location of portable restrooms <u>Parking Lot</u> Note: Restrooms shall be removed within 24 hrs after conclusion of event.	Yes X	No
<b>Sanitation and Recycling:</b> 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. <b>For events with 200+ participants, additional trash and recycling cans are required.</b> Number of Trash Cans <sup>2</sup> _____ Number of Recycling Containers <sup>2</sup> _____ Sanitation Company <u>Recology</u> Phone Number _____ Note: Sanitation containers shall be removed within 24 hrs after conclusion of event.	Yes X	No
Will your event include the use of any signs, banners or decorations? (Please see 'Conditions For Park Use') If yes, please describe type and location: <u>mile markers, cones, barricades (not for blocking roads but to post directional signage)</u> Note: All signs and banners shall be free standing and not affixed to Park property.	Yes X	No
Will water be needed during your event? Please provide your own hose and on/off switch. No hose bib is available at One Mile Recreation Area. Note: Please request a water coupler key for City Plaza, Children's Playground, and Cedar Grove.	Yes	No X
Do you request irrigation to be turned off before and during your event?	Yes	No x
<b>CITY PLAZA ONLY:</b> Vehicles are not allowed in City Plaza. Loading and unloading must occur from the streets. Meter bags for unloading and loading <b>only</b> may be obtained from the City by calling (530) 896-7800.		
Will vendors be placed on the perimeter sidewalks? If yes, a Vend, Peddle, Hawk permit must be obtained from the Engineering Division at 411 Main St, Chico, (530) 879-6900.	Yes	No
Will City street closure(s) be needed? A separate permit must be obtained from the Engineering Division at 411 Main Street, Chico, (530) 879-6900	Yes	No

Date: June 13, 2016

To: City of Chico

From: Nikki Stadler, Race Director

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

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

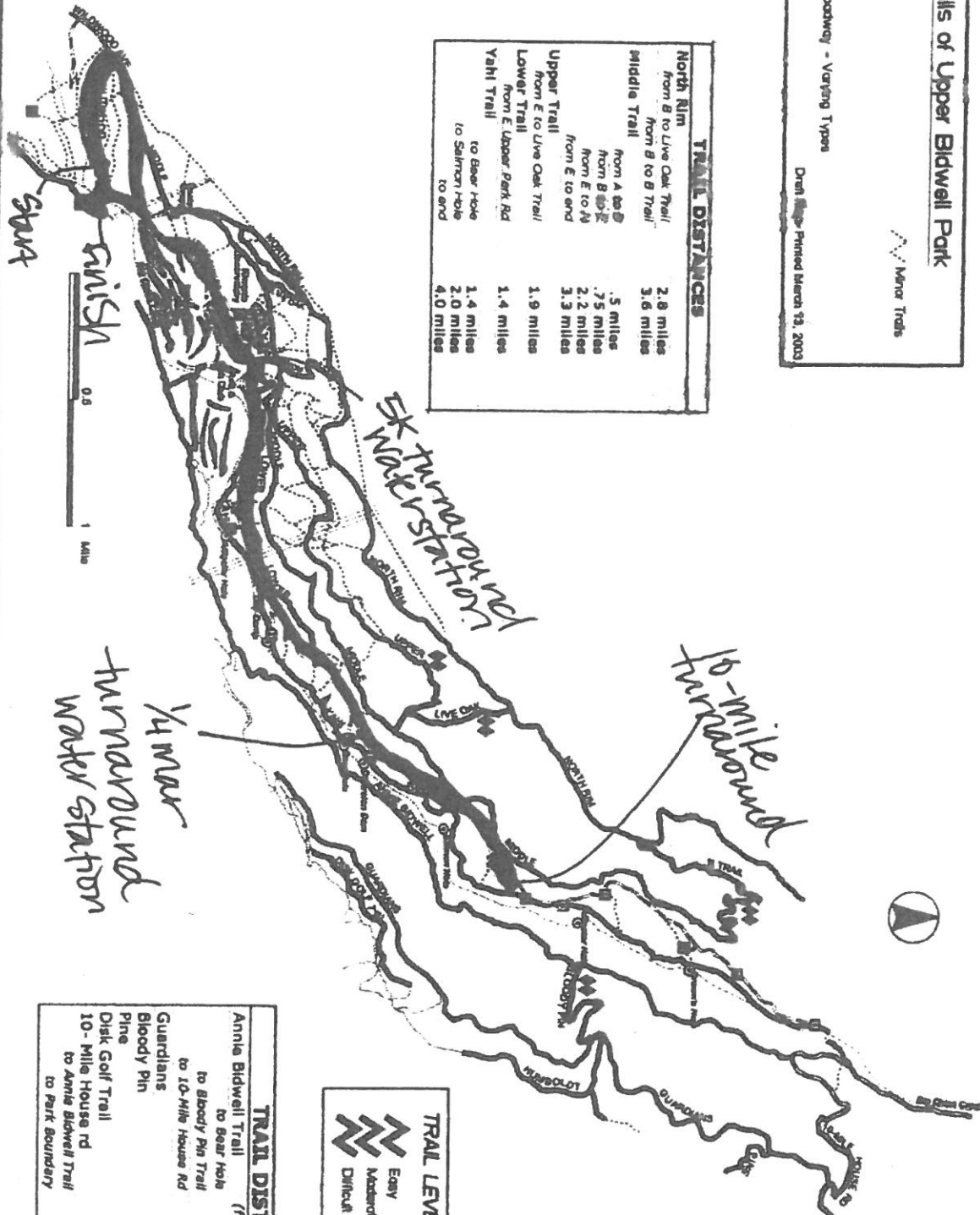
The run will begin at the west side of 5-Mile Recreation Area on the north side of the bridge that separates 5-Mile and Hooker Oak. The run will continue north on the levee and out the gate. Runners will turn right and stay on the trail that is parallel to Wildwood Avenue and Upper Park Rd. (The run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

# Trails of Upper Bidwell Park

Parking  
 Powerlines  
 Swimming  
 Improved Roadway - Varying Types  
 Mirror Trails

Draft Stage Printed March 19, 2003

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



**TRAIL LEVEL OF DIFFICULTY**

Easy  
 Moderate  
 Difficult  
 Most Difficult

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



## BPPC Staff Report

Meeting Date: 10/24/16

DATE: 10/13/16  
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 recent City Council directives and policies concerning City leases and agreements. The policy requires Council approval of any leases or agreements with terms of five years or more.

**Recommendation:** *Recommend that the City Council authorizes the City Manager to execute a new agreement with the Chico Equestrian Association.*

### 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 (with an end date of June 2016) 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. On 9/26/16, the BPPC approved an additional short term extension to December 31, 2016.

### 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 (similar to the one developed recently for the One Mile Concession Stand). A copy of the agreement is attached (Attachment A). The minor changes may occur during the review process. 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 one (1) three (3) year extension.
3. A listing of utilities and operating costs and other responsibilities.

Staff recommends that the BPPC supports City Council authorization for 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. Once Council approves the document will be finalized and executed.

### Attachments:

- A) Revised Draft Agreement

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10/13/2016

**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 8<sup>th</sup> day of November 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 and No. 2 to the lease agreement which extended the lease agreement on a month-to-month basis until June 30, 2016 and December 31, 2016, respectively; 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 which would provide the Leased Property to the Lessee with an estimated lease value of \$12,000 annually; 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 fully restate their respective obligations under the Lease Agreement and continue the respective relationship; 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 January 1, 2017, and terminate on December 31, 2021. Lessee shall have the option to request extensions of the term of this Lease for one (1) additional three (3) year period, 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 \$1,000,000 per occurrence, and \$2,000,000 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 has been inspected by a Certified Access Specialist (CASP) and has not been 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 30<sup>th</sup> 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**

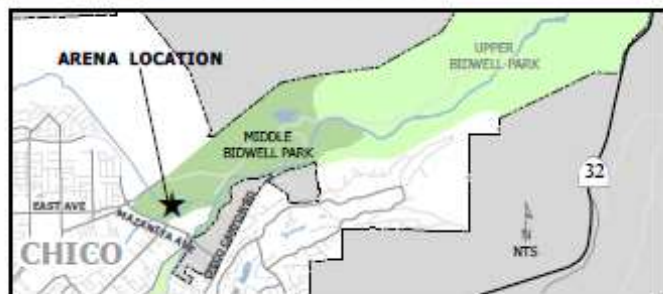
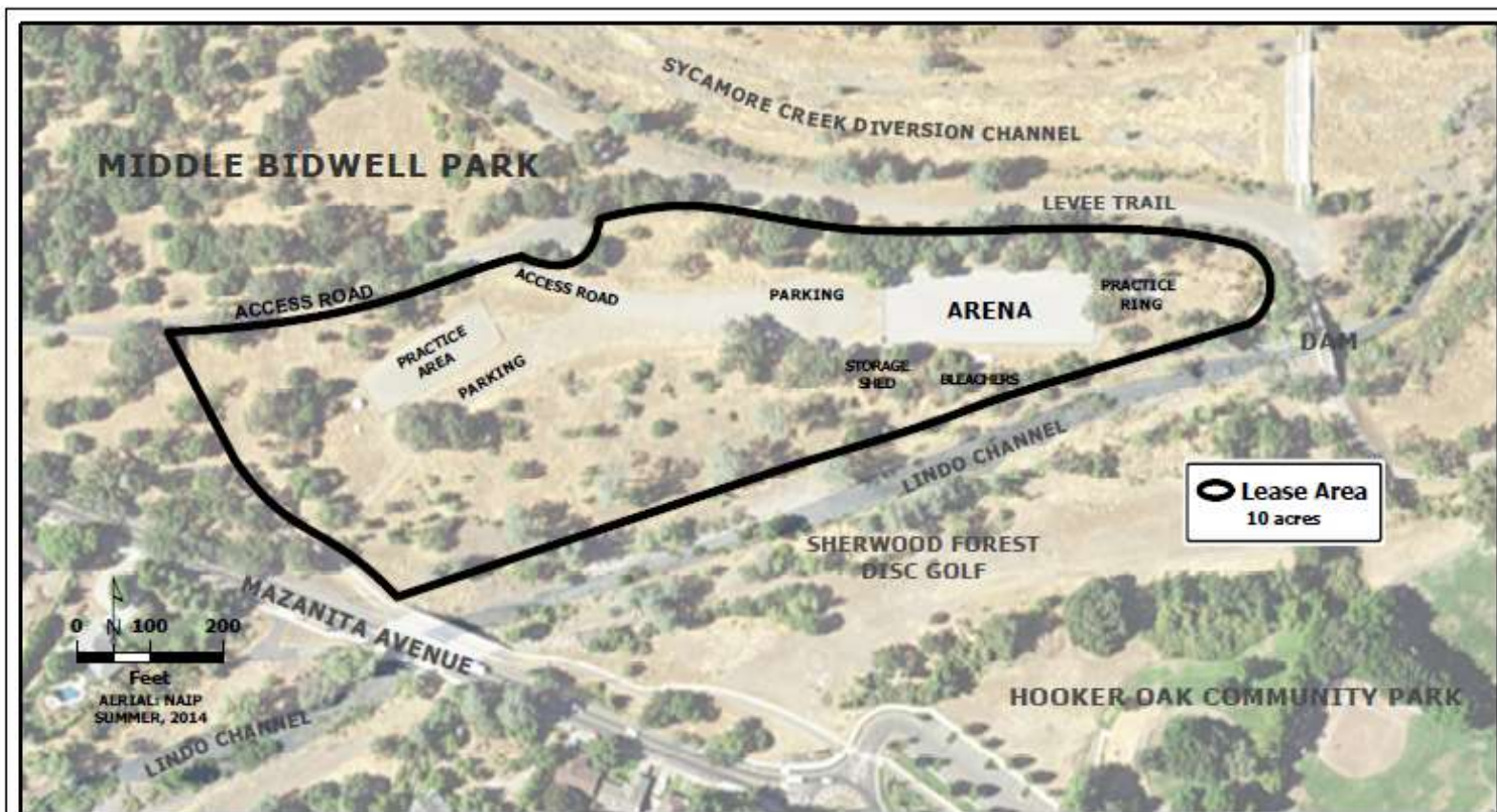
## **RESTATED GROUND AND PROPERTY LEASE BY AND BETWEEN THE CITY OF CHICO EQUESTRIAN ASSOCIATION, INC.**

### **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.

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**EXHIBIT A - MAP OF PROPERTY**



**EXHIBIT "A"**

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

Exhibit A

## **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.

**C. Utilities and Operating:** All payments as provided within Exhibit D of this Lease Agreement shall be made to the City's Finance Office by the end of the month following the date on the City's invoice.

1. Lessee shall pay twenty (20) percent of actual costs for bathroom rental and service and garbage service; and
2. Any other utility and/or operating costs shall be the responsibility of the Lessee or invoiced to Lessee by the City. The Lessee shall provide a written request for any service required for which the City will provide and bill to the Lessee.

## 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. Heating, ventilating, and air conditioning repair and maintenance;
4. Rubbish removal from the Leased Property (rubbish shall be deposited in the appropriate containers provided by the City's solid waste hauler);
5. 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
6. Supplies and sundries;
7. Insurance;
8. Sales or use taxes on supplies and services;
9. Licensing costs;
10. 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 for such utility and operating costs related to the Leased Property and activities performed thereon, except for the City sharing in the cost of bathroom and garbage service at 80 percent of actual cost while the Lessee will share in the cost of 20 percent of these same services. Additionally, the City shall maintain the gravel parking lot in similar fashion to other parking lots within Bidwell Park.

# 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. City shall maintain Horse Arena Way and maintain the gravel parking lot in similar fashion to other parking lots within Bidwell Park.

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 February 28 of the year following the close of the annual reporting period. 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 January 1<sup>st</sup> through December 31<sup>st</sup>. Reporting shall be in the form and detail as provided by the City. Annual report shall be due to the City by February 28 of the year following the close of the annual reporting period.

#### 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.

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# 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.

**Option Available:** In the case that the Lessee desires to sublease for compensation or generate compensation by renting any portion of the Leased Property, the City will consider a written request and proposal from the Lessee to allow for the specific event and entity requesting the sublease and rent.

Any entity subleasing or renting any portion of the Leased Property shall enter into an agreement with the Lessee that ensures all requirements of this Lease Agreement apply to sublease or renting entity including, but not limited to insurance, liability and indemnity requirements. The City reserves the right to accept or reject any proposal or request as well as to impose any additional requirement upon the Lessee and entity as it relates to sublease and rental activity.

# 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 twenty (20) percent of one (1) portable toilet with service and twenty (20) percent of trash pick-up. Lessee agrees to inspect and clear any hazards or obstructions on Arena Way or any access road or parking area within the Leased Property. In the case the hazard or obstruction is too large or significant for the Lessee to handle, the Lessee agrees to immediately notify the appropriate City department to assist.

#### **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 written notice for any change in this person and their contact information which shall replace the official noticing information listed in Section 33 of this Lease Agreement.



DATE: 10/18/16  
 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. Application and Permit for Park Use – NorCal Strength & Conditioning Group Class Workout, 10/8/16 and 11/5/16 at the Cedar Grove Meadow. The BPPC approved this application at its September 26, 2016 meeting but the applicant has requested to cancel the October 8, 2016 date and change it to October 22, 2016. The applicant will still keep the November 5, 2016 date. Staff found no conflict on the park reservation calendar for this request and accommodated the date change.
- b. BPPC Committees – The revised meeting summary from the Natural Resource Committee (9/13/16) meeting are attached (Attachment A). Staff will delay the start of the discussion with the Policy Advisory Committee of dog and leash rules in the park to initiate with the new appointments to the BPPC (January) as that item will take several months to develop.
- c. Santos Fire –
  - i. Staff have completed a rehabilitation plan with CALFIRE and work started immediately after the fire (Attachment B).
  - ii. Parks Crew worked with CALFIRE (Ishi Creek Crew) to complete the most sensitive work prior to the 9/13/16 forecast for heavy rain. We anticipate considerable erosion in the area, however the steepest areas have been treated.
  - iii. Rangers are spending more time in the area of the Santos fire and are placing stealth cameras in areas of closed trails. There is some evidence of mountain biking that is still occurring in this area, but rangers report that evidence of trail usage appears minimal.
  - iv. Forthcoming work includes improving trails, native grass planting, refining micro-topography to minimize drainage and erosion issues.
  - v. Staff anticipates that once the trails appear stable and routes re-established that the Guardians trail will be opened.

#### 2. Administrative and Visitor Services

- a. Service Requests – Thru 9/22/16, Street Trees/Landscapes in 2016 continues to receive a large number of service requests averaging over 95 per month, with over 500 closed.

2016 Totals				
Division	Status		Total	% O/C
	Open	Closed		
Illegal Encampment	41	105	146	39%
Park Rangers	4	10	14	40%
Parks	11	128	139	9%
Trees/Public Landscapes	349	508	857	69%
<b>Total</b>	<b>405</b>	<b>751</b>	<b>1156</b>	<b>54%</b>



<b>Totals in System</b>				
<b>Division</b>	<b>Status</b>		<b>Total</b>	<b>% O/C</b>
	<b>Open</b>	<b>Closed</b>		
Illegal Encampment	41	749	790	5%
Park Rangers	4	83	87	5%
Parks	35	1135	1170	3%
Trees/Public Landscapes	1208	6460	7668	19%
<b>Total</b>	<b>1288</b>	<b>8427</b>	<b>9715</b>	<b>15%</b>

### 3. Planning/Monitoring

- a. Homeless survey – The Butte Countywide Homeless Continuum of Care (CoC) conducts a biennial study to learn more about those who are homeless in Butte County. The 2015 Survey is available at: [http://buttehomelesscoc.com/reports/pit/butte\\_coc\\_2015\\_homeless\\_census\\_survey\\_report.pdf](http://buttehomelesscoc.com/reports/pit/butte_coc_2015_homeless_census_survey_report.pdf),
- b. Peregrine Point – Staff is working on the revision to the revised Monitoring Plan and will have it to the BPPC likely for the November meeting.

### 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: Routine maintenance, Staff focus has been mostly at the Five Mile Recreation Area.
- b. Middle Park: Staff completed the repair and painting to the Five Mile buildings They have run into a fair amount of rot in the redwood beams since our last service to these buildings, most likely they will have to come down and or replaced the next time this complex is serviced, if they are removed it will majorly change the look of the complex but not affect the structural integrity. Options could be to cut back to eaves and have a light weight steel structure fabricated to fill in the concrete piers and emulate the original structure.
- c. Upper Park: Staff is gearing up for the restoration work on the Santos fire.
- d. Greenway Parks: Weekly checks and garbage clean up.
- e. Upcoming projects: Comanche creek trail; Valeen to Wrex, Tiechert ponds trail, Peregrine point disc golf alternative hole placement, More patches to the Sycamore pool floor and walls, Completion of the One Mile reservation area tables, Start to install the replacement PAR course equipment along exiting course.

### 5. Ranger Program

- a. Events– September marks the beginning of a busy fall event season. Every weekend thru Thanksgiving finds multiple events in various venues in the park. Rangers have primary oversight and meet with event organizers prior to events to ensure that activities are carried out in a safe manner and do not impact natural resources negatively or interfere with the general public's usage of the park. Many of the events are annual in nature and provide groups and non-profits vital fundraising and educational opportunities via the park's designated 5 and 10K courses.
- b. BEC Cleanup –Rangers and DPW staff partnered with 500 Butte Environmental Council volunteers for the annual creeks cleanup involving Big and Little Chico Creek Corridors, Lindo Channel and Teichert Ponds. A significant amount of debris and recyclables was collected and volunteers were treated to a luncheon on the grounds of Sierra Nevada Brewery.
- c. Medical Aid – There were two calls for medical aid in the park in the month of September that rangers and 1<sup>st</sup> responders attended to. The first was a difficulty breathing call near the summit of Monkey Face where an adult female was administered oxygen and transported to Enloe for further treatment. The second was a fall from a bicycle by an elderly gentleman in Annie's Glen who cracked his helmet on impact with the ground. He was transported to Enloe for further treatment and observation.

### 6. Outreach and Education

- a. News Releases – The Park Division issued releases for the Five Mile Repairs, Santos Fire rehabilitation work, and Seasonal Hour Changes.

## 7. Street Trees and Landscapes

- a. Contracts – Update with the latest. As of 9/27/16, the following contracts have been completed:
  - i. Tree Pruning (M&S Wesley) – Amendment No. 1 is circulating for signatures. Contractor will start with a list of
  - ii. Emergency Services for Urgent Tree Pruning (Petersen Tree Care) – Signed and the City issued a notice to proceed.
  - iii. Tree and Stump Removal (Twin Cities Tree Service) – Notice to proceed issued via email to Twin Cities. They will proceed immediately with the tree list shared with the BPPC last fall.
- b. Tree Watering- the tree watering program continues as usual with 375 trees watered on a 2 to 3-week cycle.
- c. Tree Maintenance- a maintenance crew consisting of 1-Senior Maintenance Worker and 2-Hourly Workers continue to focus efforts on high priority service requests and priority corridor pruning.
- d. Tree Removal – Attached as item 6.1c is the priority tree removal list for October 2016

## 8. Volunteer and Donor Program

- a. Volunteer Appreciation BBQ – Over 50 volunteers attended the Park Division’s annual volunteer appreciation BBQ. Certificates of appreciation and patches were awarded for years of service and new volunteer members were recognized.
- b. Target Stores Donation and Volunteer Event – In addition to a generous \$100.00 gift card donation, 30 volunteers from 3 Target stores helped clear invasive vegetation in Bidwell Park.

## 9. Upcoming Issues/Miscellaneous

- a. Tour – Staff will contact BPPC members to tour the Comanche Creek and Teichert Pond properties.
- b. Annual Report – Staff have begun to put together the documentation for the next annual report, planned to be presented in January.

# MONTHLY SUMMARY TABLES

**Table 1. Monthly Volunteer Hours**

Park and Greenway Volunteer Activities, September 2016						
Date	Location	Agency	Tasks	# of Volunteers	Total Hrs	Leader
All of September	Bidwell Park	Parks Division	Park Ambassadors	140	1545	Shane Romain
9/7/2016	Lost Park/Bidwell Park	The Stream Team	Photo Documentation	3	6	T. Hamill
9/10/2016	Bidwell Park	The Stream Team	Water Quality Monitoring	12	36	T. Hamill
9/30/2016	Lost Park	The Stream Team	Photo Documentation	2	6	T. Hamill
9/7/2016	Lost Park/Bidwell Park	The Stream Team	Photo Documentation	3	6	T. Hamill
9/4/2016	Upper Bidwell Park	BEC	Watered Oak Seedlings	3	6	Lexi Thornton
9/11//2016	Upper Bidwell Park	BEC	Watered Oak Seedlings	4	8	Lexi Thornton
9/18/2016	Upper Bidwell Park	BEC	Watered Oak Seedlings	4	8	Lexi Thornton
9/25//2017	Upper Bidwell Park	BEC	Watered Oak Seedlings	5	10	Lexi Thornton
9/11/2016	Comanche Creek Greenway	FCCG	pick up trash; planning	5	12	Susan Mason
9/14/2016	CCG	FCCG	oak sapling pruning; trash and trash removal	2	7	Susan Mason
9/15/2016	Myers St.	FCCG	Maintenance Fund outreach	2	6	Liz Stewart/Janet Ellner
9/22/2016	Engineering Conference Room	FCCG./BNA	CCG Progress Meeting	5	5	Dan Eiseaff
9/24/2016	CCG	FCCG	moved wood chips to mulch hedgerow	9	19.5	Janet Ellner
various	CCG	FCCG	trash and weed removal	1	16.25	Susan Mason
various	CCG	FCCG	trash removal; reving glass shards, asphalt and invasives	1	32	Liz Stewart
9/25/2016	North Rim Trail, Upper Park	Chico Velo Trailworks	Trail Brushing	5	20	Steven Clipperton
				<b>TOTAL HRS</b>	<b>1748.75</b>	

**Table 2. Monthly Public and Private Permits**

Date	Location	Organization	Event	Participant #
09/04/2016	Council Ring	God Squad	AA Meeting	60
09/10/2016	1 Mile	Walk Woof Wag	Walk/Run	150
09/11/2016	Council Ring	God Squad	AA Meeting	60
09/17/2016	1 Mile	NVCSS	CASA Superhero Fun Run/Walk	600
09/18/2016	Council Ring	God Squad	AA Meeting	60
09/18/2016	Lower Park	Cycle For Sjogren's	Charity Cycling Event	100
09/24/2016	Cedar Grove	Chic Community Church	RAWE 5K Run/Walk	100
09/24/2016	Upper Park	Bidwell Bump Races	Mountain bike races	200
09/24/2016	1 Mile	Fishbio	5K Fun Run	200
09/25/2016	City Plaza	DCBA	Taste of Chico	1,000
09/25/2016	Council Ring	God Squad	AA Meeting	60
<b>Totals</b>				<b>2,590</b>






**Table 3. Monthly Private Permits**

Type	# Permits	# Participants
Private	25	1750
Caper Acres	42	720
<b>Totals</b>	<b>67</b>	<b>2470</b>

**Table 4. Monthly Maintenance Hours.**

Category	Staff Hours	% of Total	% Change from Last Month	2015 Trend
1. Safety	138	24.3%	80.4%	
2. Infrastructure Maintenance	291	51.3%	118.8%	
3. Vegetation Maintenance	35	6.2%	74.5%	
4. Admin Time/Other	104	18.3%	48.6%	
<b>Monthly Totals</b>	<b>567</b>	<b>100%</b>	<b>83.9%</b>	

**Table 5. Monthly Street Tree Productivity.**

Category	Staff Hours	% of Total	% Change from Last Month	Trend
<b>Tree Crew Hours</b>				
1. Safety	163	22.9%	171.6%	
2. Tree Work	333.75	46.8%	97.0%	
3. Special Projects	176.5	24.7%	63.3%	
4. Admin Time/Other	40	5.6%	55.2%	
<b>Monthly Totals</b>	<b>713.25</b>	<b>100.0%</b>	<b>90.2%</b>	

Item	Values	% Change from Last Month	Trend
<b>5. Productivity</b>			
<b>Calls</b>			
Call Outs	56	59.6%	.....
Service Requests: Submitted	0	-	
Service Requests: Completed	84	56.4%	.....
Sub Total	140	57.6%	.....
<b>Trees</b>			
Planted: Trees	0	-	..
Pruned	158	101.9%	.....
Removed: Trees (smaller)	6	300.0%	... ..
Removed: Stumps	0	-	.
Removed: Trees	0	-	
Sub Total	164	104.5%	.....
<b>Tree Permits (#)</b>			
Submitted	0	-	
Approved	1	100.0%	. ....
Denied	0	-	..
Total	1	100.0%	. ....
<b>6. Contracts</b>			
Expenditures (\$)	\$ 4,981	-	.....
<b>Trees (#)</b>			
Planted	0	-	
Pruned	5	-	.....
Removed: Trees (smaller)	0	0.0%	.
Removed: Stumps	0	0.0%	... ..
Removed: Trees	0	#VALUE!	
Routine Maintenance	0	-	
Total	5	-	.....













**Table 6. Monthly Incidents**

09/02/2016	Middle Park	Vehicle Burglary	Cop Logic Rpt
09/02/2016	Middle Park	Vehicle Burglary	Cop Logic Rpt
09/05/2016	Upper Park	Medical Aid	Medical Transport
09/05/2016	Middle Park	Vehicle Burglary	Cop Logic Rpt
09/06/2016	City Plaza	Drunk in Public	Arrest
09/06/2016	Lower Park	Drugs	Arrest
09/07/2016	Middle Park	Vehicle Burglary	Cop Logic Rpt
09/11/2016	City Plaza	Drunk in Public	Arrest
09/15/2016	Upper Park	Vehicle Burglary	Cop Logic Rpt
09/16/2016	Lower Park	Vehicle Burglary	Cop Logic Rpt
09/16/2016	Lower Park	Recovered stolen bike	Arrest
09/20/2016	Lower Park	Vehicle Burglary	Cop Logic Rpt
09/22/2016	Middle Park	Vehicle Burglary	Cop Logic Rpt
09/23/2016	Lower Park	Lost Property	Cop Logic Rpt
09/24/2016	Lower Park	Lost Property	Cop Logic Rpt
09/26/2016	Middle Park	Vehicle Burglary	Cop Logic Rpt
09/28/2016	Annie's Glen	Fall	Medical Transport
09/29/2016	City Plaza	Warrant	Arrest

**Table 7. Monthly Citations and Warnings**

Ranger Report - Citations 2016							
Violation - Citations	Monthly			Annual			Trend
	Total Citations	%	Rank	Total Citations	%	Rank	
Alcohol	1	3%	6	23	9%	3	
Animal Control Violations	6	16%	3	12	5%	6	
Bicycle Violation	0	0%	8	1	0%	11	
Glass	0	0%	8	10	4%	7	
Illegal Camping	12	32%	1	62	23%	2	
Injury/Destruction City Property	1	3%	6	4	2%	8	
Littering	0	0%	8	3	1%	9	
Other Violations	11	30%	2	19	7%	4	
Parking Violations	4	11%	4	115	43%	1	
Resist/Delay Park Ranger	0	0%	8	3	1%	9	
Smoking	2	5%	5	13	5%	5	
<b>Totals</b>	<b>37</b>	<b>100%</b>		<b>265</b>	<b>100%</b>		

**Ranger Report - Warnings 2016**

Violation - Warnings	Monthly			Annual			Trend
	Total Warnings	%	Rank	Total Warnings	%	Rank	
Alcohol	26	14%	3	133	8%	6	
Animal Control Violations	37	19%	2	351	20%	1	
Bicycle Violation	22	12%	4	235	13%	4	
Glass	9	5%	7	153	9%	5	
Illegal Camping	56	29%	1	335	19%	2	
Injury/Destruction City Property	3	2%	9	33	2%	10	
Littering	9	5%	7	133	8%	6	
Other Violations	16	8%	5	35	2%	9	
Parking Violations	0	0%	10	44	3%	8	
Resist/Delay Park Ranger	0	0%	10	10	1%	11	
Smoking	13	7%	6	296	17%	3	
<b>Totals</b>	191	100%		1758	100%		

**PHOTOGRAPHS**



View from Hwy 32 into Santos Fire Area.



CALFIRE's Ishi Creek Fire Crew aided with the rehabilitation work on 10/11-10/12/16.



Staging area with straw, wattles, stakes, and jute.



Crew preparing to install a straw bale dam.



Volunteers from 3 Target Stores help in Bidwell Park

Elaina McReynolds recognized for outstanding leadership as Park Watch Chair

**Attachments:**

- A. Revised, 9/13/16 Natural Resource Committee (NRC) Meeting Summary
- B. Santos Fire Rehabilitation Plan

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10/18/2016



DATE: 9/21/16  
TO: Bidwell Park and Playground Commission  
FROM: Natural Resources Committee/Park Division Staff  
SUBJECT: Staff Report from Natural Resources 9/13/16 Meeting

## 1. CALL TO ORDER

Chair Stoller called the meeting to order at 6:00 pm.

**Attendees:** Commissioners present: Marisa Stoller and Mary Brentwood. Commissioners absent: Janine Rood. Staff present: Erik Gustafson, Dan Efseaff and Shane Romain. Public: Thad Walker, Abbie Jones, Sam Lowthorp, Doug Laurie, Michael Evans, Lauren Paper, Jaclyn Soller and David Meichtry.

## 2. REGULAR AGENDA

### 2.1. Trails Plan Priorities for Bidwell Park: Upper Park Road

This item continues public input in updating Bidwell Park's Trail Plan as recommended under the Bidwell Park Master Management Plan (BPMMP). The Natural Resources Committee (NRC) will consider the uses of the gravel portion of Upper Park Road to assess if the current policies and approaches are adequate. A companion effort is underway to assess the condition of the road and provide remedies and costs; however, this effort concentrates on the policies related to the road. Staff recommends that the NRC follow the process used for trails priorities, and provide input on 1) Problems, 2) Attributes and 3) Priorities, Remedies, and Specific Actions. This input will influence the development of a policy that will return to the NRC and will be incorporated into the Trails Plan.

Upper Park Road was brought to the forefront with the closure of the road due to storm damage in 2012. The NRC is seeking early public input and collecting information to bring back to the Bidwell Park and Playground Commission (BPPC). Views about the problems and attributes of Upper Park Rd. is being gathered to help identify priorities, remedies and specific actions. Capital project dollars are available for an initial study of the road that will help determine long term, sustainable and maintainable road design options.

Discussion topics that were exchanged between the committee, staff and the public included cost and where funding for the road is going to come from, accessible transportation options, parking, gate placement and gate schedules with a variety of views expressed. Chair Stoller requested any final thoughts and Mr. Walker expressed the view that the road should be a graded experience, as you move further into the park, it should become more rugged and he would like to see human powered options on the road past a certain point. He hopes that the process yields a road to trails approach with emergency and service vehicle access and better flow of water off the road.

Chair Stoller moved to adjourn but was reminded about business from the floor by Commissioner Brentwood.

## 3. BUSINESS FROM THE FLOOR

Mr. Laurie spoke on a previously agenzized item on business from the floor. He expressed that he "Just wants the road repaired and restored so the public has access 365 days a year."

## 4. ADJOURNMENT

The meeting was adjourned at 7:15 p.m.

**Attachments:** None

**Distribution:** BPPC  
10/4/2016



# **EMERGENCY FIRE SUPPRESSION REPAIR PLAN SANTOS INCIDENT CA BTU 013060**

The Santos Fire occurred in an area of moderate slopes and terraces separated by lava cap bluffs. The soils exhibit mixed erosion potential with a slight majority with moderate erosion potential on the top bench area, while the steeper areas exhibit severe potential (using the Natural Resource Conservation Survey Butte County Soil survey and the WebSoil tool, <http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>). About 10% of the area falls into slight potential (meadow areas). Even in the slightly erodible areas, some of the disturbed soils are pulverized and powder like and susceptible to erosion. The mitigations described within this plan have been developed to apply to constructed fire lines, watercourse crossings, access roads, drop points, and safety zones. These mitigations are intended to be used to reduce the overall potential effects down slope and long-term damage. Of particular concern are:

- 1) Threats to beneficial uses of water where containment lines cross drainage ways.
- 2) Disturbed soils or changed water flow patterns in erosion prone areas.
- 3) Impacts and damage to access roads and bicycle trails and the potential. .
- 4) The potential of new unauthorized trails that follow dozer and hand lines and for illegal access from State Highway 32.

A Fire Suppression Repair Specialist will be assigned to ensure that work is done as required and according to the Emergency Fire Suppression Repair plan. Additional specialists may be used if the need arises. Specialists will release equipment from the area when their work is completed.

The fire covered approximately 88 acres, with approximately 8,385 feet of hand line, and 16,100 feet of dozer line.

## **Work Sequence**

Because of the variable conditions of the site, this plan proposes an approach that takes into account the site conditions and fire suppression activities.

The work will maintain sheet flow wherever possible, and minimize changes that concentrate water flow. Erosion control techniques such as slash or straw spreading, moving displaced rocks back into the slope, wattles, straw and jute matting, and straw bale or porous rock check dams (or rock grade controls) in the steepest areas where water will concentrate.

All dozer or tractor built fire lines in steep areas shall have the noted erosion control techniques or water breaks installed as described in the attached drawing at locations noted in the field. Heavy equipment or hand crews will install needed water bars or breaks.

Dozer lines in the relatively flat meadow area will remove the berms and restore to grade (and previous drainage patterns).

All soil-surfaced access roads will be drained by re-construction of rolling dips and/or breaching or removing the outside berm. Soil berms mixed with vegetation shall be spread out. Existing roads used as fire lines will be returned to their previous condition.

All soil-surfaced access roads may be drained by construction of rolling dips or breaching or removing the outside berm. Whenever possible, access roads will be returned to their previous condition.

Hand crew constructed fire lines shall recountour displaced soil and re-establish it to the natural surrounding grade. Cross slope fire lines will be covered with existing slash. Fire lines in steep areas (or along the fall line) will be treated with installed wattles or staked bales, and hand water breaks will be considered where water can pass onto impervious surfaces. Depositions of soil and debris shall be removed from all watercourses and stabilized to prevent movement.

The new access road constructed to the grassy flat west of the fire and left temporarily passable for a standard four wheel drive vehicle in order to expedite restoration efforts. Parks will evaluate the long-term need for this road.

## **Work Priority Areas**

1. Watercourse crossing sites installed as part of suppression activities.
2. Dozerlines on slopes greater than 25%.
3. Dozer lines on slopes 25% and less.
4. Firelines constructed by hand.
5. Road shaping, drop points, staging areas, safety zones.
6. Equipment extraction.
7. Re-establish and rehabilitate existing trails.

## **Repair Guidelines**

### ***General:***

Restore topography, berms and barriers removed for fire control access.

Report any damages or needs to the Fire Suppression Repair Specialist.

### ***Drop Points/Staging Areas/Safety Zones:***

New construction: cross drain and abandon (if applicable).

Move slash onto area and make sure it has good contact with soil to minimize future fire potential.

Existing: Repair to original condition, remove debris resulting from use.

Pick up all trash.

### ***Roads:***

Reshape soil surfaced roads that were used during fire control operations. Roads should be out-sloped with rolling dips where degradation of the road prism has resulted from fire control operations.

Clean out culvert inlets and outlets as needed. Material shall be deposited above the anticipated "high-water" mark.

Clean out culvert inlets to ensure culvert capacity is maintained and unrestricted to the free flow of water. Report any damaged culverts to the Fire Suppression Repair Specialist for specific repair guidance.

Breach berms, where appropriate, to facilitate drainage.

*Emergency Fire Line Repair Plan*

*Santos Incident*

*CA-BTU-013357*

Report any damage to gravel surface roads to the Fire Suppression Repair Specialist for specific repair guidance.

**Firelines:**

The dozer lines cut along steep areas will be re-contoured to keep additional water from flowing along the line and erosion control measures to increase the surface roughness and an organic layer to protect the soil. Measures to minimize topographic changes that concentrate flow, and maintain sheet flow wherever possible.

Water bars will be used in conjunction with jute and straw to keep the soil in place. Alternatives will be to use slash, wattles, straw, or staked straw bale dams. Grade controls with embedded rock to control erosion and slow water, which can pass through the gaps in the rocks.

Break apart dozer piles of pushed over trees, vegetation and soil, and spread along tractor roads, tractor fire breaks, or any other areas disturbed during fire suppression activities.

Lop and scatter displaced vegetation to a height of less than 30 inches or chip within 100' of a gravel road or structure. Scatter the lopped material along the fire line.

Pull back any excess soil material sidecast along roads or tractor disturbed areas that are located within 100 feet of any watercourse or spring.

The linear distance of firelines may be divided as in the following table.

Area	Estimated Linear Feet	Action
Hand line	8385	Along cross slope hand lines, crews will move slash back over the area and well conceal the start of the fire line to obscure it from visitors on the trails. The crew will focus on recountouring of the soil surface and use waterbreaks / bars judiciously only installed in strategic locations where the travel of water can be effectively interrupted.  On hand lines with greater than 25 feet on the fall line (or areas greater than 1/2 of the overall slope) and wider than 5 feet, erosion control techniques (wattles, straw matting, or staked bales) and waterbreaks/bars will be used.
Homestead Meadow area	2731	In the flat meadow areas and the flat grassy areas of the Guardian's Trail, remove berms, and restore to grade. Spread straw in areas of powdery soils. Parks may plant that area with native grass seed according to similar procedures used in Bidwell Park.
Guardian's Trail	1615	See above note. Establish trail alignment to minimize damage from runoff. Trail alignment may be adjusted at a later date.
Temporary Road to Homestead Meadow	1423	Install temporary pipe gate.
Initial Access to Homestead Meadow	653	Restore to existing grade, move slash onto bare ground. Repair drainage crossing. Block interesections to roads and

and Steep Dozer cut		trails to prevent unauthorized trail use.
Santos Road area	807	Remove berms. Use water bars only in fall line sections, minimizing impacts to undisturbed ground.
Pine Trail	500	Restore to grade (especially along area near drainage and Guardian's Trail). Reroute to prevent Trail
Total		16114

Install waterbreaks or erosion control measures (slash or straw spreading, or install wattles, straw and jute matting, and straw bale check dams) on all constructed or used dozer lines using the following criteria:

Fireline and road gradient(%):	0-30	31-50	>50
Fireline waterbreak spacing:	100'	75'	50'
Road waterbreak spacing:	150'	100'	75'

Waterbreak spacing shall be in compliance with the fireline specifications identified in the Fire Suppression Repair guidelines in the Incident Action Plan.

Waterbreaks and/or rolling dips shall be used to reduce the volume and velocity of water by directing it off of fire lines as soon as possible at controlled locations. ***Waterbreak installation on roads will be conducted in consultation with landowners.***

Waterbreaks should be deep enough to significantly reduce the chance of being destroyed by off-highway vehicle use. ***(Please refer to the attached waterbreak schematic)***

Erosion control measures will be strategically placed in the steepest sections and may deviate from the set distance.

In areas where tractor fire lines cannot be drained by installation of waterbreaks, the equipment operator will “tractor pack” woody vegetation into the soil surface to prevent surface erosion.

The Fire Suppression Repair Specialist may identify areas where additional soil stabilization measures are required. These areas will be clearly flagged on the ground, and necessary work shall be conveyed and clearly explained to the equipment operator(s).

Alternate the waterbreaks in opposite directions (in a herring bone configuration - / \ / \ /) along the fire lines that transcend down long ridges to eliminate water from accumulating on one side of the line.

The outfall end of all waterbreaks shall be opened up by hand if necessary. Tractors should not open the outfall of the waterbreak if sidecast would lead to additional erosion. The Fire Suppression Repair Specialist should review those areas of specific concern to ensure sidecast is minimized.

Waterbreaks shall be a minimum of 18 inches in height as measured from the bottom of the waterbreak to the natural slope and/or tractor road surface.

Waterbreaks should be located to discharge into natural vegetation. Where this is not possible, rocks or slash should be placed at the discharge point to effectively dissipate water, if feasible. If slash is used, it shall be hand-packed or tractor packed to make effective contact with the ground. If no slash is available, weed free straw will be used instead.

Waterbreaks should cross the fire line at an angle of approximately 45 degrees.

***Handlines:***

Handlines: Install waterbreaks as needed based on slope and soil erodibility.

All waterbreaks shall be installed diagonally with a minimum cut of 4” into existing grade, and minimum height of 8”. Waterbreaks shall be constructed to allow for drainage at the discharge end into non-erodible material.

Fireline and road gradient(%):	0-30	31-50	>50
Handline waterbreak spacing:	75'	50'	25'

***Slash Piles:***

Piles within 100’ of permanent structures or public roads will be lopped and/or scattered within 30” of the soil surface or chipped.

Piles within 100’ of un-gated private roads: Lop and scatter to 30” of the soil surface to ensure decreased fire risk is obtained. Scatter smaller debris where applicable.

***Watercourse Crossings:***

All slash, soil, and debris deposited into watercourses resulting from fire suppression activities shall be removed and stabilized above the high water line.

Major watercourse damage, if present, shall be reported to the Fire Suppression Repair Specialist prior to the end of the shift day.

Where fire lines are constructed within 100’ of flowing watercourses, slash mulching will be applied. All loose soil must be pulled away from the watercourse and stabilized.

***Archaeological or Historic Sites:***

All potential sites shall be avoided.

The City of Chico will complete an archaeological surveys in areas that are likely to receive future trail work.

Contact the Fire Suppression Repair Specialist if a potential site is located.

***Designated Trails:***

Material shall be pulled back to return the trails to a width of no more than 8'. Intersections with hand or dozer lines shall be blocked to discourage the creation of new trails. In areas, where the trail is not visible, Parks crew will stake or flag the alignment of the trail. In some areas here the Guardian Trail and the fire line crosses the water course, we should also add straw (and demark the path down, so vegetation can recover). Once the soils, have been stabilized

Parks trail crews will refine and improve the non-motorized trail for the intended use. After the initial winterizing of the site is completed, sections of the Guardians and the Pine Trail that are subject to erosion or directing erosive water onto newly burned areas may be rerouted to minimize long-term damage.

***Potential Illegal Access Points:***

Any dozer line near State Highway 32 shall be blocked to prevent access by a standard production four wheel drive vehicle.

***Other Repair Concerns:***

Remove all trash from the fire lines and other affected areas.

The movement of equipment and materials across the site may have resulted in the expansion of noxious weeds (such as yellow star thistle) that may grow vigorously in the newly burned or cleared areas. These areas should be monitored for changes.

**Personnel Requirements**

Fire Suppression Repair Specialist

One (1) hand crews, to be assigned as needed.

City Staff: Parks and Natural Resource Manager, Field Supervisor, Senior Maintenance Worker, and Maintenance Worker.

**Equipment Requirements**

One (1) bulldozer, D-6 size or smaller with six-way tilt blades and rippers.

One (1) excavators Type 2 with thumb or One (1) backhoe/front loader with thumb.

One (1) 4WD Tractor (<60 hp) and no-till-drill seeder.

Straw spreader/blower (optional).

Small ATV, Bobcat tractor, or mechanical wheelbarrow for trail work.



## **Supply and Material Requirements**

Native grass straw or certified clean straw bales.

Jute and/or Coir erosion control blankets and biodegradable staples.

Straw wattles.

Wood stakes.

Native grass seed.

## **General Suppression Repair Policy**

Suppression damage is defined as adverse impacts to resources caused by our fire fighting efforts. The authority to complete suppression repair work lies with the Public Resources Code (PRC), including PRC 4170 and 4170.5, PRC 4675, and PRC 4676(a,b). Policy derived from the statutes is provided in the Cal Fire Handbook 7013.11.

## **Cooperators**

City of Chico

California Department of Transportation

**EMERGENCY FIRE SUPPRESSION REPAIR PLAN  
SANTOS INCIDENT  
CA BTU 013357**

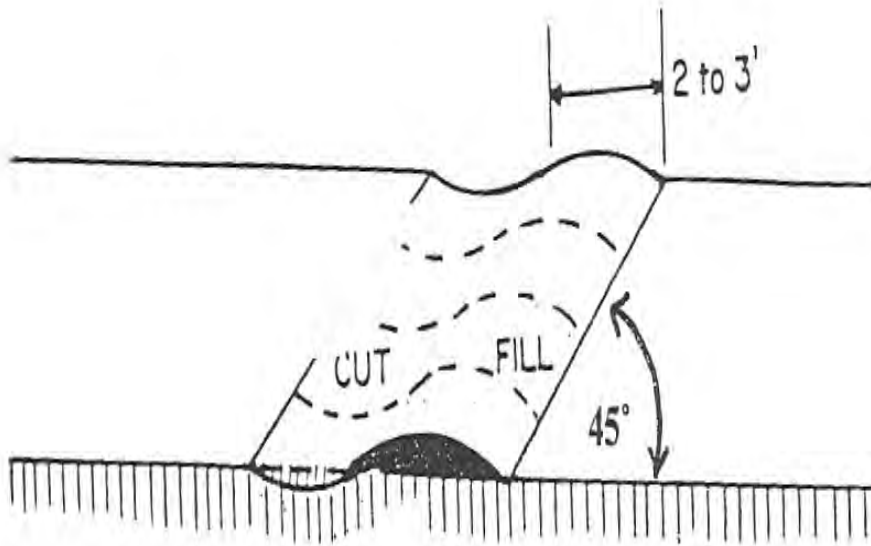
Prepared by: \_\_\_\_\_  
**David Derby, Suppression Repair Specialist**

Approved by: \_\_\_\_\_  
**Darren Read, CAL FIRE Butte Unit Chief**

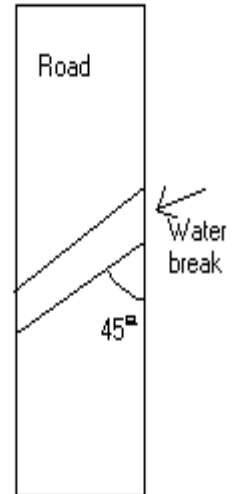
Approved by: \_\_\_\_\_  
**Dan Efseaff, City of Chico Parks and Natural Resource Manager**

**See Attachments**

## DRAINAGE & EROSION CONTROL



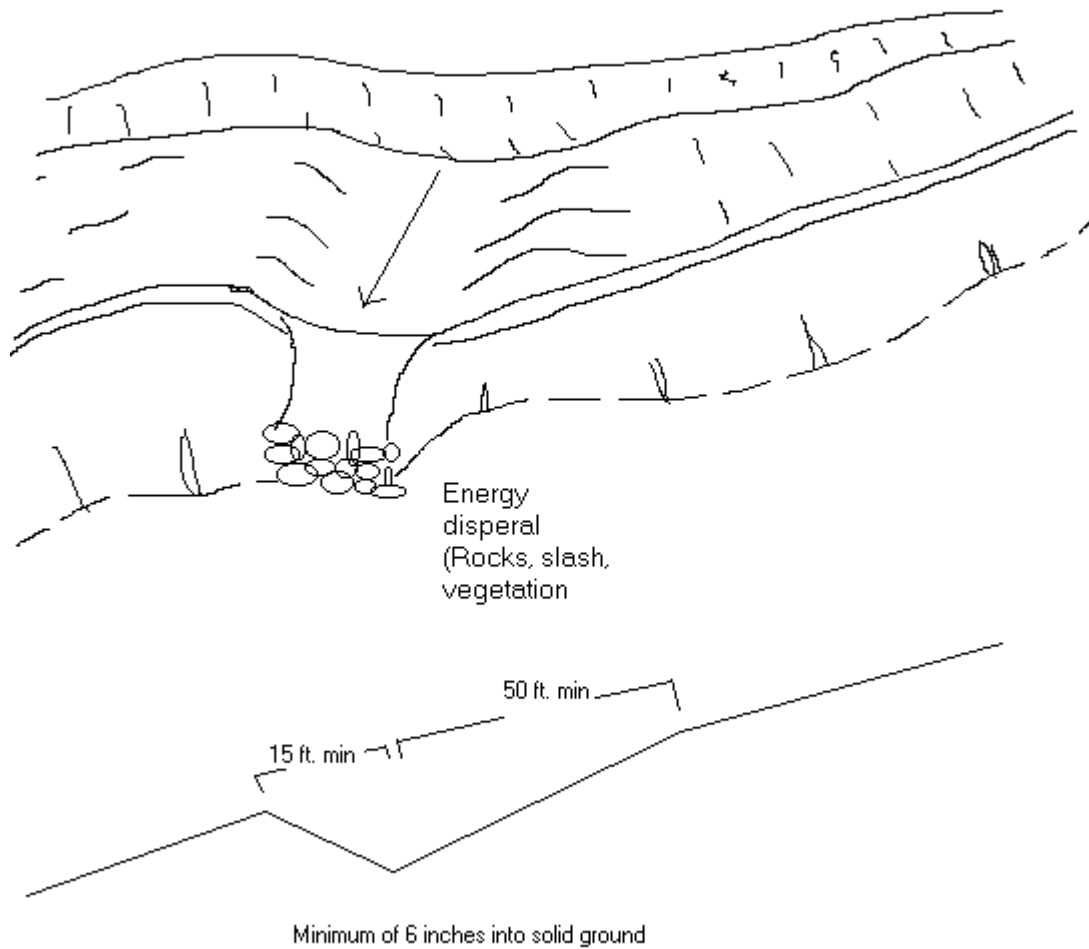
Top View of  
Water Break



### WATER BREAK

These water breaks should cross the road diagonally at about a 45° angle. Slope them toward the ditch, if possible. The cut and the fill should each be 2 to 3 feet long. The minimum depth to cut away is 6 inches.

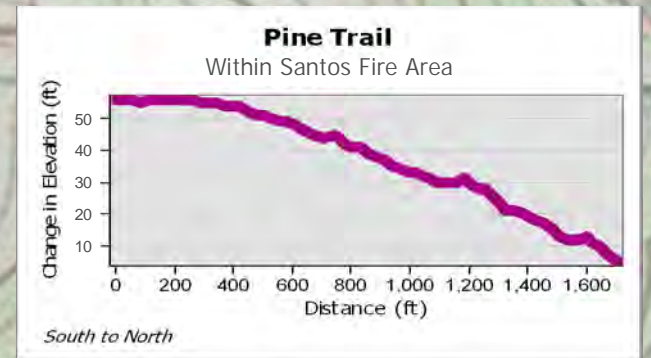
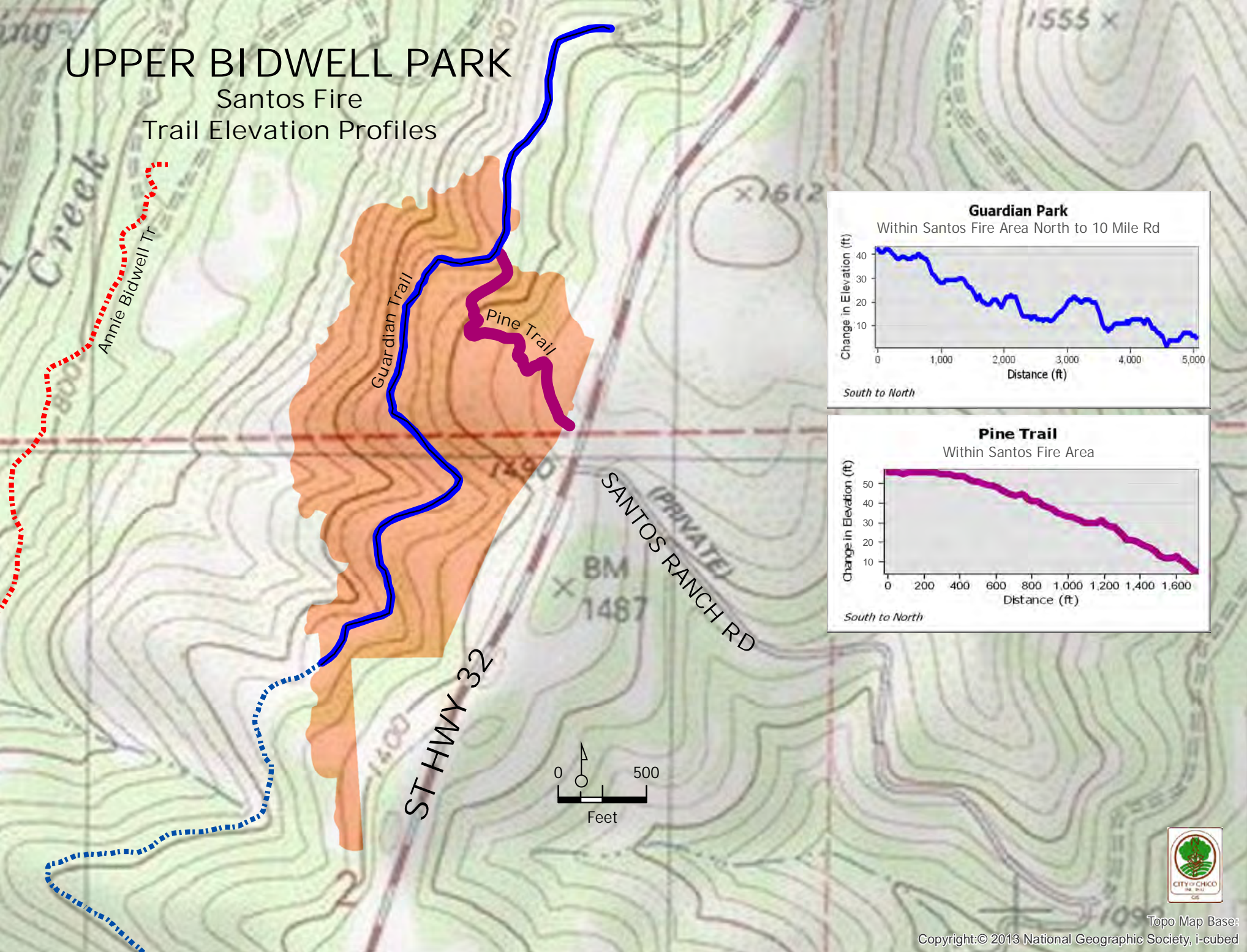
### Typical Rolling Dip Installation

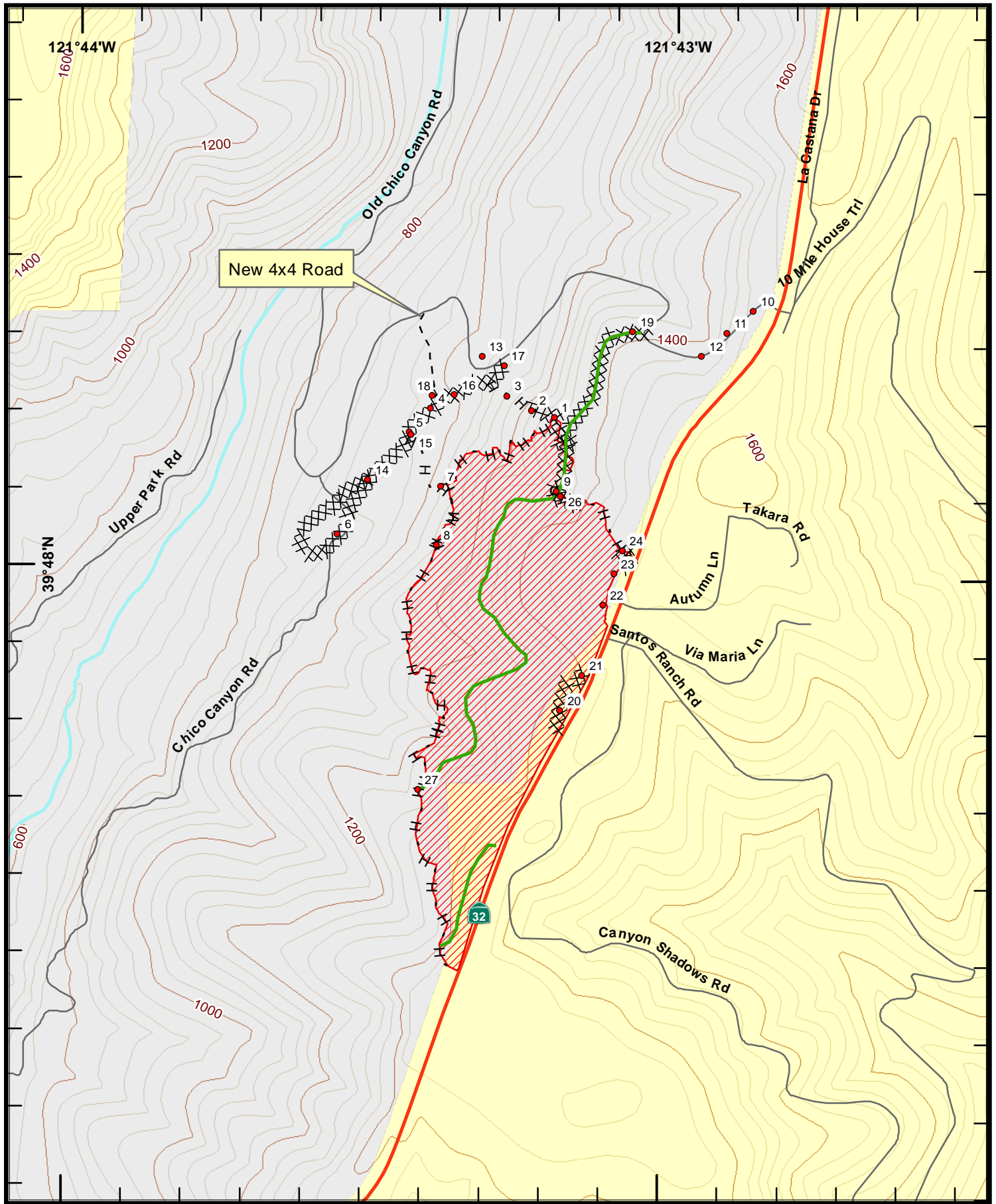


The up-side approach to the rolling dip is several percent steeper than the approaching road and extends for 60 to 80 feet to the dip axis. The lower side of the structure reverses grade over approximately 15 feet, and then falls down to rejoin the average road grade. It must be deep enough that it is not obliterated to negotiate or a hazard to normal traffic. The outward cross-slope of the dip axis should be at least 1% greater than the original road grade so it will drain properly.

# UPPER BIDWELL PARK

Santos Fire  
Trail Elevation Profiles

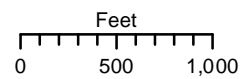




**SANTOS Incident**  
**CABTU 013060**  
 Repair Map  
 09/19/2016

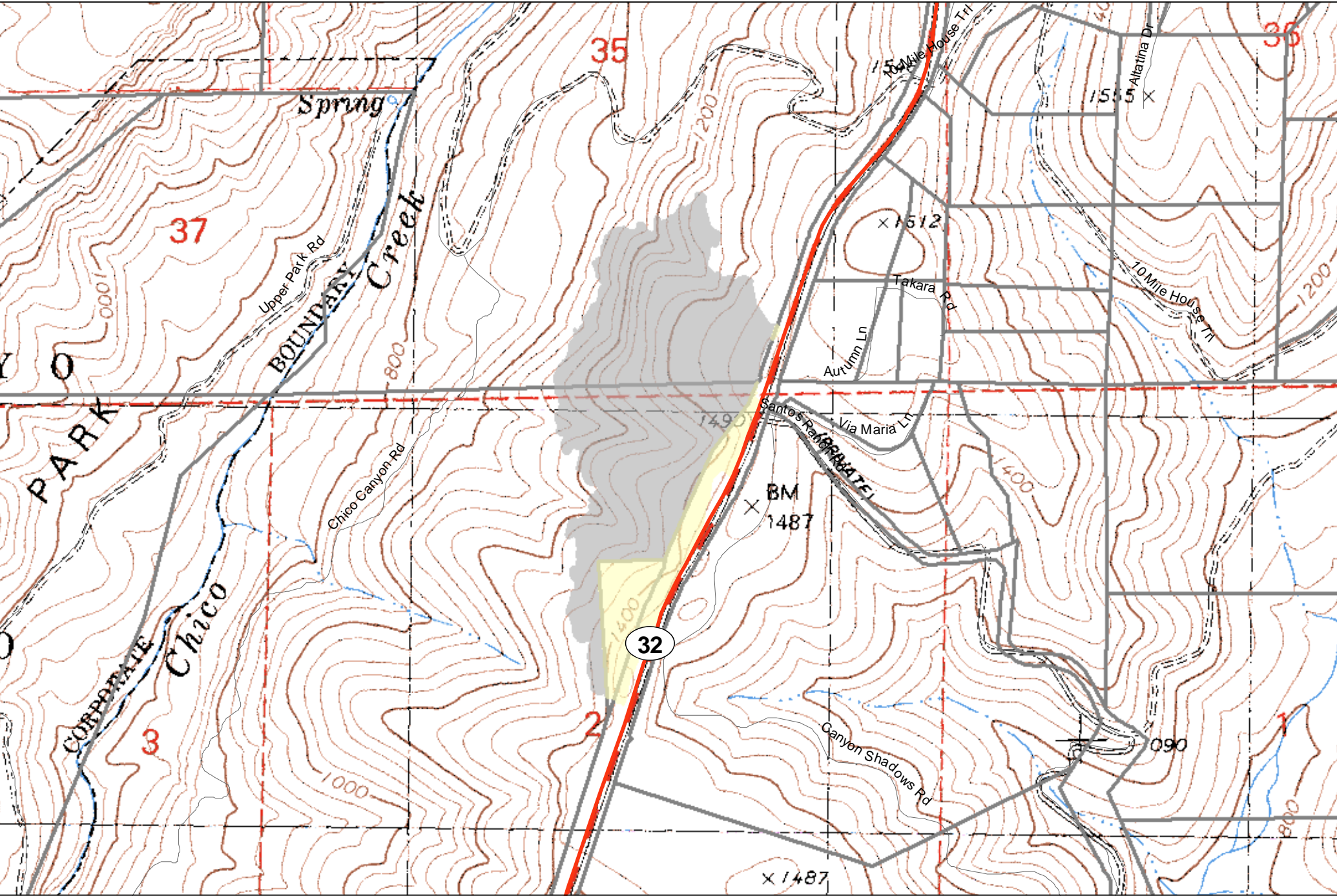
- XXXXXX Completed Dozer Line
- H · H · Hand Line
- Bike Trail

- LRA
- SRA
- ▨ Fire Area



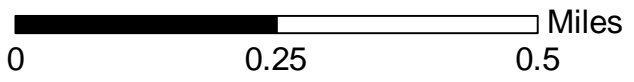
## Fire Suppression Plan

Map point	Instructions
1	Steep dozer line - Install waterbreaks and cover with slash.
2	Install waterbreaks on handline.
3	Handline in minor swale - Pull brush back in to mulch.
4	Clean out watercourse.
5	Safety zone - spread out berms.
6	Wide dozer line around large grassy area - spread out berms.
7	Handline in class III watercourse - make sure it is cleaned out.
8	Handline in class III watercourse - make sure it is cleaned out.
9	End of dozer line on bike trail - make sure both watercourses cleaned out.
10	Improve dip on road.
11	Clean dip outlet on road.
12	Improve dip on road.
13	Pull apart dozer piles adjacent to road and install drainage structures.
14	Large grassy area - see map point 6.
15	Spread out large piles of soil.
16	Dozer line needs waterbreaks. Pull piles back in to cover.
17	Dozer crossing of class III watercourse. Clean with dozer or excavator.
18	Unclassified swale crossing on new 4X4 road. Clean out small amount of soil and oak log.
19	Bike trail widened into dozer line. Pull apart dozer piles and narrow pathway.
20	Repair approximately 40' of barbed wire fence with 4 wires and 5 new 6' t-posts.
21	Dozer line crosses highway culvert drainage channel - dip out.
22	Repair 50' of 4-wire barbed wire fence (no posts needed).
23	75' of 4 wire barbed wire fence down (no posts needed). This may have been down before fire.
24	Repair 40' of 4-wire barbed wire fence (no posts needed).
25	Reconstruction handline waterbreaks so that they will drain properly and not act as dams.
26	Dozer line above bike trail - see map point 9.
27	handline near bike trail at edge of fire - reconstruct waterbreaks to drain properly.



Santos Incident SRA  
 16CABTU013060-72  
 08/26/2016  
 3:23 PM

- LRA 73 Acres
- SRA 14 Acres





# City of Chico 2016 Tree Removal List

0=Extreme  
1=High  
2=Moderate

F= front, R= rear, S= side  
NS= north side, SS= south side

Address	Location:	zone	Species:	Height	DBH	Notice	Marked	Notes:	Priority Rating	Cost
<b>Priority 1 Trees October 2016</b>										
7 Blanqueta Ct	R:1 Potter Rd	1	Alder	30	12	n/a		Dead	1	700
8 Blanqueta Ct	R:7 Potter Rd	1	Alder	34	13	n/a		Dead	1	700
10 Picual Ct	R:1 Potter Rd	1	Alder	33	16	n/a		Dead	1	700
10 Picual Ct	R:5 Potter Rd	1	Alder	37	18	n/a		Dying	1	700
11 Picual Ct	R:1 Potter Rd	1	Alder	36	18	n/a		Dead	1	700
11 Picual Ct	R:2 Potter Rd	1	Alder	36	18	n/a		Dead	1	700
122 W 14th St	F:1	1	Silver Maple	62	34	yes		Dead	1	2100
148 W 22nd St	F:4	1	Black Walnut	44	44	yes		Dead	1	1350
239 W 16th St	F:1	1	Fir	45	20	yes		Dead	1	1350
270 St Augustine Dr	S:5 Potter Rd	1	Red Maple	19	3	n/a		Dead	1	75
271 Picholine Way	S:2 Potter Rd	1	Alder	35	18	n/a		Dead	1	700
681 E 16th St	F:1	1	Chinaberry	54	30	yes		Extensive decay in main trunk	1	1350
1139 Chestnut St	R:1 Alley	1	Box Elder	32	18	yes		Dead	1	700
1249 Hemlock St	S:3 E 12th St	1	English Walnut	42	30	yes		Dying, decay in main scaffolds	1	1350
1297 Park Ave	S:6 E 13th St	1	Bastone Walnut	62	53	yes		Dead	1	2100
1421 Mulberry St	F:2	1	Black Walnut	43	29	yes		Dead	1	1350
1540 Locust St	F:2	1	Chinese Pistache	47	18	yes		Structural defects, damage from split limb	1	1350
1617 Hemlock St	F:1	1	Black Walnut	55	34	yes		Dead	1	1350
1844 Salem St	S:1 W 19th St	1	Black Walnut	34	21	yes		Dying	1	700
1844 Salem St	S:3 W 19th St	1	Black Walnut	42	23	yes		Dying	1	1350
1844 Salem St	S:4 W 19th St	1	Black Walnut	47	36	yes		Dying	1	1350
1751 Neal Dow Ave	F:1	3	Live Oak	41	38	yes		Dying	1	1350
6 Woodrose Ln	S:1 Garden Parl	4	Liquidambar	48	13	yes		Dead	1	1350
11 Lanai Ct	F:1	4	Locust	31	10	yes		Split trunk attachments, roots in electrical	1	700
2848 Marigold Ave	F:1	4	Cottonwood	57	34	yes		Dying, decay in main trunk	1	1350
246 Sequoyah Ave	F:1	5	English Walnut	47	34	yes	yes	Dying,leaning over on utility lines	1	1350
246 Sequoyah Ave	F:2	5	English Walnut	51	36	yes	yes	Dying	1	1350
246 Sequoyah Ave	F:3	5	English Walnut	32	30	yes	yes	Dying, cut back for safety until removed	1	700
250 Vallombrosa Ave	SS:1 Creek	5	Tulip	77	30	yes	yes	Dead	1	2100
250 Vallombrosa Ave	SS:2 Creek	5	Tulip	70	24	yes	yes	Dead	1	2100
251 E 7th Ave	F:1	5	Boxelder	45	35	yes	yes	Dying	1	1350
253 E 7th Ave	F:2	5	Boxelder	47	25	yes		Dying, damage from storm	1	1350
286 E 1st Ave	F:2	5	Black Walnut	38	29	yes		Dying, decay at base	1	700
299 E 6th Ave	S:1 Laburnum	5	Black Walnut	64	39	yes		Dying	1	2100
299 E 6th Ave	S:2 Laburnum	5	Scotch Pine	34	19	yes		Dead	1	700
345 W 1st Ave	F:1	5	Camphor	46	34	yes		Damaging sewer line, public hazard	1	1350
								Dying, extensive decay from line		
443 W 4th Ave	F:1	5	Silver Maple	43	34	yes		clearance	1	1350
476 E 1st Ave	F:1	5	Norway Maple	38	11	yes		Dead	1	700

# City of Chico 2016 Tree Removal List

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Address	Location:	zone	Species:	Height	DBH	Notice	Marked	Notes:	Priority Rating	Cost
524 W 1st Ave	F:1	5	Modesto Ash	57	21	yes		Dead Dying, extensive decay from line clearance	1	1350
623 Arcadian Ave	F:1	5	Camphor	65	39	yes		Dying	1	2100
850 Esplanade	F:1	5	Sycamore	50	23	yes		Dying	1	1,350
925 Warner St	S:1 W Sac	5	Modesto Ash	48	31	yes		Extensive decay, weak attachments	1	1350
1121 Laburnum Ave	F:1	5	Black Walnut	53	28	yes		Dying	1	1350
1133 Esplanade	M:1	5	Sycamore	47	20	n/a		Dead	1	1350
1134 W 11th Ave	F:1	5	Birch	42	11	yes		Roots compromised by Cal Water repair	1	1350
1163 Arcadian Ave	F:1	5	Pin Oak	53	11	yes		Dead	1	1350
1164 Magnolia Ave	S:1 W 2nd Ave	5	Black Walnut	44	19	yes		Dying, leans over street Decayed roots, loose bark, fungus at base	1	1350
1208 Palm Ave	F:3	5	Oregon Ash	45	18	yes		Decayed roots, loose bark, fungus at base	1	1350
1208 Palm Ave	F:4	5	Oregon Ash	45	16	yes		Dead	1	1350
1245 Esplanade	M:1	5	Sycamore	41	19	n/a		Dead	1	1350
1408 Citrus Ave	F:2	5	Silver Maple	50	24	yes		Extensive decay, dying	1	1350
1408 Citrus Ave	F:3	5	Silver Maple	57	29	yes		Extensive decay, dying	1	1350
1408 Citrus Ave	F:4	5	Silver Maple	48	23	yes		Extensive decay, dying	1	1350
1408 Spruce Ave	F:1	5	Black Walnut	62	35	yes		Dying	1	2100
1420 Spruce Ave	F:1	5	Black Walnut	50	27	yes		Dying	1	1350
1531 Esplanade	NS:1 W 6th Ave	5	Silver Maple	52	25	yes		Extensive decay, in upper scaffolds	1	1350
1634 Oak Way	F:1	5	Chinese Pistache	42	22	yes		Structural defects from line clearance	1	1350
1634 Oak Way	F:2	5	Chinese Pistache	42	26	yes		Structural defects, damage from split limb	1	1350
1663 Magnolia Ave	F:3	5	Black Walnut	51	36	yes		Dying	1	1350
1707 Magnolia Ave	F:2	5	Tulip	49	16	yes		Dead	1	1350
2184 Shoshonee Ave	F:1	5	Black Walnut	63	48	yes	yes	Extensive dieback, decay, bark falling off	1	2100
2311 Tiffany Way	S:1 W 12th Ave	5	Pear	33	23	yes		Dying	1	700
2311 Tiffany Way	S:2 W 12th Ave	5	Pear	35	17	yes		Fire blite, split trunk attachment	1	700
470 E 7th St	F:1	6	Silver Maple	54	26	yes		Dying	1	1350
620 Alder St	F:1	6	Chinese Pistache	47	21	yes		Dead	1	1350
641 Ivy St	F:2	6	Boxelder	42	28	yes		Dying, rotten	1	1350
652 Eastwood Ave	S:1 Pine St	6	Arizona Ash	36	24	yes		Dying	1	700
697 Eastwood Ave	F:1	6	Silver Maple	66	49	yes		Dying	1	2100
761 E 6th St	F:2	6	Zelkova	44	22	yes	yes	Extensive decay at base, dying canopy	1	1350
787 E 7th St	F:1	6	English Walnut	36	26	yes		Dying Dying, extensive decay from line clearance	1	700
853 E 5th St	S:3 Poplar st	6	Silver Maple	55	29	yes		Dead	1	1350
1005 W 6th St	F:1	6	Black Walnut	42	33	yes		Bark falling off, decay, weak attachments	1	1350
1063 Poplar St	F:1	6	Tulip	75	24	yes		Dead	1	2100

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Address	Location:	zone	Species:	Height	DBH	Notice	Marked	Notes:	Priority Rating	Cost
1228 W 7th St	S:1 Oak St	6	Ailanthus	57	22	yes		Undesirable tree, damaging driveway	1	1350
171 Rio Lindo Ave	F:1	7	Box Elder	2	36	yes		Stump, trip hazard, dead	1	450
171 Rio Lindo Ave	F:2	7	Silver Maple	45	20	yes		Dead	1	1350
287 White Ave	F:1	7	Silver Maple	74	34	yes		Dying	1	2100
465 Southbury Ln	F:1	7	Raywood Ash	35	11	yes		Root damage, unsuited for street tree	1	700
656 East Ave	S:4 Pillsbury	7	Modesto Ash	54	42	yes		Extensive decay, weak attachments	1	1350
793 Portal Dr	F:2	7	Modesto Ash	64	46	yes		Extensive trunk defects, split attachment	1	2100
831 Black Walnut Way	F:1	7	Dogwood	18	10	yes		Dying, decay from sunburn	1	75
2543 El Paso Way	F:1	7	Green Ash	62	36	yes		Dying	1	2100
2604 El Paso Way	S:1 El Varano	7	Modesto Ash	51	45	yes		Extensive decay, weak attachments	1	1350
2609 Burnap	F:1	7	Incense Cedar	63	30	yes		Dying	1	2100
Bidwell Park-east of Band Stand reservation site		8	Valley Oak	105	47	yes		Dying (west of Sycamore softball field)	1	
<b>CMD # 79</b>										
110 Mission Ranch Blvd	F:6	7	Chinese Pistache	28	10	yes		Dead	1	700
										108800