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General Services Department-Park Division
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Agenda Prepared: 11/30/09
Agenda Posted: 11/30/09
Prior to: 5:00 p.m.

**BIDWELL PARK AND PLAYGROUND COMMISSION
POLICY ADVISORY COMMITTEE MEETING
December 3, 2009
Conference Room 1, 421 Main Street, Chico
6:00 p.m.
(Commissioners Brentwood, Turney, and Ober, Chair)**

NOTE: Items Not Appearing on Posted Agenda - This agenda was posted on the Council Chamber bulletin board at least 72 hours in advance of this meeting. For each item not appearing on the posted agenda, upon which the Committee wishes to take action, it must make one of the following determinations:

1. Determine by a two-thirds vote, or by a unanimous vote if less than two-thirds of the Committee is present that the need to take action arose subsequent to the agenda being posted; or,
2. Determine that the item appears on a posted agenda for a meeting occurring not more than five calendar days prior to this meeting and the item was continued to this meeting.

Items may be added to the agenda for the Committee to acknowledge receipt of correspondence or other information, or for discussion only, of items brought up by a member of the general public that are within the subject matter jurisdiction of the Committee.

AMERICAN DISABILITIES ACT:

Please contact the General Services Department at 896-7800 should you require an agenda in an alternative format or if you need to request a disability-related modification or accommodation in order to participate in a meeting. This request should be received at least three working days prior to the meeting in order to accommodate your request. Anyone who has difficulty hearing the proceedings of a meeting may be provided with a portable listening device by requesting one from the General Services Department.

AGENDA MATERIALS:

Materials related to an item on this Agenda submitted to the Commission after distribution of the agenda packet are available for public inspection in the General Services Department Office at 965 Fir Street, Chico during normal business hours. Such materials are also available on the City of Chico's website at www.ci.chico.ca.us subject to staff's ability to post the materials before the meeting.

1. CALL TO ORDER

- 2. REGULAR AGENDA** - All items listed under the Regular Agenda are in the order which is believed are of interest to the public or which require Committee action at this meeting. The items will be considered in the order listed unless the Committee members request a change. Any person may speak on items on the Regular Agenda.

2.1. REVIEW AND CONSIDERATION OF OPERATING AGREEMENT BETWEEN THE CITY OF CHICO PARK DIVISION WITH THE OUTSIDE RECREATION ADVOCACY, INC. FOR THE CONSTRUCTION AND MANAGEMENT OF THE HWY 32 DISC GOLF COURSES.

This meeting is a continuation of the Committee's 11/19/09 meeting. The Committee will continue the review of the proposed Operating Agreement. The proposal and attachments are the same for this meeting as presented for the 11/19/0 discussion. *The General Services Director recommends approval as presented or modified.*

3. BUSINESS FROM THE FLOOR

4. ADJOURN

cc: BPPC Distribution List
ORAI



DATE: November 30, 2009

TO: POLICY ADVISORY COMMITTEE (Commissioners Brentwood, Turney and Ober, Chair)

FROM: DENNIS BEARDLEY, GENERAL SERVICES DIRECTOR, 896-7801

RE: REVIEW AND CONSIDERATION OF OPERATING AGREEMENT BETWEEN THE CITY OF CHICO PARK DIVISION WITH THE OUTSIDE RECREATION ADVOCACY, INC. FOR THE CONSTRUCTION AND MANAGEMENT OF THE HWY 32 DISC GOLF COURSES.

RECOMMENDATION:

The General Services Director recommends that the Committee review and discuss the proposed Operating Agreement with the Outside Recreation Advocacy, Inc. for the development and management of the Hwy 32 Disc Golf courses. After the Committee has reviewed and approved as presented or revised, it will be submitted to the Bidwell Park and Playground Commission for review and approval.

BACKGROUND:

At its 5/19/09 meeting, the City Council directed, among other items, that an agreement be developed with a nonprofit organization to develop and operate a 12-hole short disc golf course and an 18-hole course in Bidwell Park at a site located off of Hwy 32. An excerpt from the 5/19/09 City Council meeting is attached as Attachment A..

Staff has prepared an "Operating Agreement for Recreational Services in Bidwell Park" for construction and management of the Disc Golf courses with the nonprofit corporation Outside Recreation Advocacy, Inc. (ORAI). The Operating Agreement is attached as Attachment B for the Committee's review and comment. Any modifications or revisions to the Agreement suggested by the Committee will be incorporated into the final document for Commission's consideration.

No changes have been made to the material that was presented at the 11/19/09.

DISCUSSION:

A proposed, the key features of the Agreement are as follows:

1. Section 2. - Scope of Use: The Agreement provides for the "Operator" or ORAI, to occupy and use the Hwy 32 site for a short and long disc golf course in conformance with the Bidwell Park Disc Golf/Trailhead Area Concept Plan and Environmental Impact Report - Master Mitigation Monitoring Program.
2. Section 3. - Term: The initial term of the Agreement is five years with two five-year extensions. Because the initial lease term is for less than 10 years, the Agreement will not require City Council review and approval unless the Commission's decision is appealed to the City Council.
3. Section 4 - Permission Not Exclusive: The Agreement does not provide exclusive use of the disc golf courses to ORAI, and the City reserves the right at any time to permit other persons to conduct Recreational Services in Bidwell Park. However, ORAI shall have exclusive use of each course for up to twenty-four (24) days per year. ORAI shall submit a list of the exclusive use dates to City on an annual basis on or before February 1 of each year.
4. Section 6. - General Public Availability Requirements: The premises and associated Recreational Activities will be available to the general public at all times except on those days of designated exclusive

use as defined above. The availability of the premises and all Recreational Activities shall be subject to weather conditions as determined by the City of Chico Bidwell Park Wet Weather Policy.

5. Section 11. - Mitigation and Monitoring Requirements: In compliance with the Bidwell Park Master Management Plan (BPMMP), ORAI agrees to construct the 18-hole long and 12-hole short disc golf courses and conduct all Recreational Activities on premises in accordance with Resolution No. 93-08, entitled, "Resolution of the City of Chico Council of the City of Chico Adopting Findings Regarding Environmental Effects and Adopting a Master Mitigation Monitoring Program (MMMP) for the Bidwell Park Master Management Plan Update (State Clearinghouse Number 2004102045)." A copy of the MMMP with all mitigation requirements is attached as Exhibit B to the Agreement, along with an assignment of responsibilities.

Within one hundred-eighty (180) days of executing this Agreement, ORAI agrees to provide an implementation plan to the City for the construction of the 18-hole long and 12-hole short disc golf courses, which is consistent with the BPMMP Alternative B and the MMMP. The implementation plan may include development of the courses in phases. The implementation plan, or any phased portions of the plan, shall be approved by the City prior to construction and be consistent with the phases and time frames provided in Exhibit C of the Agreement. The implementation plan shall be enforceable under the Agreement.

In accordance with specific time frames and milestones set forth in the implementation plan, ORAI agrees to complete construction of both disc golf courses within four (4) years of executing this Agreement.

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

6. Sections 12 and 13 - Maintenance and Utilities: ORAI, at its sole cost and expense, shall be responsible for maintaining the premises and improvements, and shall also be responsible for the cost of any electricity or other utilities.
7. Exhibit C - Four Year Implementation Plan: Indicates timing and schedule of improvements. As presented, the short course (12 holes) is to be first priority.
8. Exhibit D - Annual Calendar of Implementation and Check-List: Identifies key dates, submittals and responses for the life of the agreement.

During the discussion at the 11/19/09 meeting, several points were raised with suggestions as follows:

- a. Need to clarify that the parking and non-disc golf related facilities will remain open to the public during exclusive use days.
- b. Clarify that for purposes of the Operating Agreement, facilities are specific to disc golf facilities and not other public use improvements.
- c. The need for a performance bond. This Operating Agreement is not a construction contract as the City would enter into with a contractor for the specific construction of improvements. Construction contracts would require a performance bond. If there becomes an issue of non-compliance under the Operating Agreement and non-compliance is not attained, the ultimate resolution is cancelling the Agreement and removing the disc golf improvements. Therefore, a performance bond is not required.
- d. Is there a need to for additional data collection and monitoring. Staff's response is to refer to the approved mitigation and monitoring plan approved by the City Council. Implementation itself has mitigation and monitoring incorporated. Therefore, no further data is required except to insure

compliance with the mitigation and monitoring plan. Delays simply push out addressing appropriate mitigation and monitoring exasperating the site conditions.

- e. Section 12. Maintenance and Monitoring - add wording to clarify type improvements: maintain the premises and all disc golf improvements
- f. Section 19. Remedies Upon Default - need to remove references to lease and need for references to sublease.

Finally, during further review of Exhibit B, staff has made some changes and clarifications

ATTACHMENTS:

Attachment A - Excerpt of City Council minutes of 5-19-09
Attachment B - Proposed Operating Agreement for Recreational Services in Bidwell Park (City of Chico/Outside Recreation Advocacy, Inc.)
Attachment C - Revised Exhibit B

DISTRIBUTION:

ORAI
Friends of Bidwell Park



DATE: October 20, 2009
TO: BIDWELL PARK AND PLAYGROUND COMMISSION
FROM: GENERAL SERVICES DIRECTOR
RE: EXCERPTED FROM THE CITY COUNCIL MEETING OF MAY 19, 2009

RECONSIDERATION OF THE PREVIOUS DECISION TO RELOCATE THE DISC GOLF SHORT COURSE FROM ITS CURRENT LOCATION

The Council reconsidered its action concerning the relocation of the short course disc golf site from its current Highway 32 location.

Item 4.3. - Notice of No Staff Report

Councilmember Walker encouraged Council to consider allowing the short course to remain at its current Highway 32 site for four to five years in order to allow adequate time to find an alternative site and that mitigation begin immediately in order to protect the area.

Councilmember Holcombe indicated that he still supported the relocation of the short course but also realized that additional time was needed in order to find an alternative site.

Councilmember Nickell stated he was in support of allowing the short course to remain for five years with the mitigation of the impacts to be addressed immediately.

Councilmember Walker reminded Council that having a group be responsible for mitigation is possible as seen by the approved master management plans with the Observatory, Rod and Gun Club, equestrians, and the Golf Course.

The Mayor opened up the item to the public. Addressing the Council in opposition to an extension of time being allowed for the short course to remain at the current Highway 32 site were Jane Tumey, Maria Phillips, Grace Marvin, Randy Abbott, Emily Alma and Michael Schwartz.

Addressing the Council in support of the extension of time and the request to begin mitigation measures immediately were Bob Kromer, Kathleen Woodard, Denise Rolls, Bob Woods, Cynthia Van Auken, Clint McConnell, Alan Chamberlain, Andrew Bostrom, Lon Glazner, Lisa Young and Gregg Payne.

A motion was made by Wahl and seconded by Walker to direct that: (1) the short course remain in its current location for up to five years; (2) expedite the development of a MOU between the City and the non-profit group allowing the group to begin the improvements and mitigations to help restore the area; and (3) continue to work with CARD as proposed.

A friendly amendment was made by Councilmember Walker and accepted by Councilmember Wahl that a 12 hole course be pursued versus Option "B" for a 18-hole course as included in the EIR, with a time

limit of five years and at that time reassess and make sure that the mitigations are working. The friendly amendment was accepted.

The motion carried by the following vote:

AYES Nickell, Walker, Gruendl, Wahl, Holcombe

NOES: Schwab, Flynn

Councilmember Flynn indicated that she didn't support the extension of time for the short course to remain at its current site . Mayor Schwab also noted that she did not support it as well. Councilmember Gruendl indicated that he felt it was a compromise and that the original 18 month deadline boxed the Council in and didn't allow adequate time to identify a suitable replacement site. He also stated that he felt that perhaps multiple sites could be found with the extension of time. Councilmember Holcombe indicated that he was willing to support it because it allowed additional time to find a more suitable site for the relocation of the short course.

The Council recessed at 10:00 p.m. for a ten minute break. The meeting reconvened and all members were present.

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

THIS OPERATING AGREEMENT (Agreement) entered on _____, 2009, between the City of Chico, a municipal corporation of the State of California (City), and Outside Recreation Advocacy, Inc., a non-profit corporation (Operator).

RECITALS

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

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

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

1. DESCRIPTION OF PREMISES

City hereby grants to Operator permission to enter upon, occupy, and use the premises located at in Bidwell Park described in Exhibit A attached hereto and by this reference incorporated herein, for the purpose and subject to the terms and conditions set forth herein.

2. SCOPE OF USE

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

- a. 18-hole disc golf long course consistent with City Council approval on May 19, 2009, the Bidwell Park Master Management Plan (BPMMP), Environmental Impact Report (EIR), and Master Mitigation and Monitoring Program (MMMP);
- b. 12-hole disc golf short course consistent with City Council approval on May 19, 2009, the BPMMP, EIR, and MMMP. Operator understands that City Council approved the 12-hole disc golf short course to be evaluated in five-years from the date of City Council action to review mitigation measures and impacts.; and
- c. All Recreational Activities and availability of the premises shall be subject to weather conditions based on the City of Chico Bidwell Park Wet Weather Policy.

3. TERM

The initial term of this Agreement shall be for the five-year period commencing on _____, 20____, and terminating on _____, 20__. Thereafter, the term of this Agreement shall be automatically extended for two successive five-year periods.

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

4. PERMISSION NOT EXCLUSIVE

The permission given is not exclusive, and City reserves the right at any time to permit other persons to conduct these above-mentioned Recreational Services in Bidwell Park. However, Operator shall have exclusive use of each course for up to twenty-four (24) days per year. Operator shall submit a list of the exclusive use dates to City on an annual basis on or before February 1 of each year.

5. CONSIDERATION

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

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

6. GENERAL PUBLIC AVAILABILITY REQUIREMENTS

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

7. COMPLIANCE WITH LAWS

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

8. WASTE AND NUISANCE

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

9. NONDISCRIMINATION

In exercising the permission given, Operator shall not discriminate against any person on the basis of race, sex, age, national origin, or religious preference.

10. CONDITION OF PREMISES

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

11. MITIGATION AND MONITORING REQUIREMENTS

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

Within one hundred- eighty (180) days of executing this Agreement, Operator agrees to provide an implementation plan to the City which is consistent with the BPMMP Alternative B and the MMMP, for the construction of the 18-hole long and 12-hole short disc golf courses consistent with the phases and time frames in Exhibit C. Operator may prepare the implementation plan in phases. The implementation plan, or any phased portions of the plan, shall be approved by the City prior to construction. The implementation plan shall be enforceable under this Agreement.

In accordance with specific time frames and milestones set forth in the implementation plan, Operator agrees to complete construction of the 18-hole long and 12-hole short disc golf courses within four (4) years of executing this Agreement.

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

12. MAINTENANCE AND REPAIR

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

13. UTILITIES AND SERVICES

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

14. RIGHT OF ENTRY

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

15. ALTERATIONS OR ADDITIONS TO IMPROVEMENTS ON PREMISES

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

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

16. INDEMNIFICATION

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

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

17. GENERAL LIABILITY INSURANCE

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

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of

insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

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

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

18. NOTICE OF DEFAULT

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

19. REMEDIES UPON DEFAULT

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

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

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

20. WAIVER OF DEFAULT

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

21. TERMINATION

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

22. SALES, ASSIGNMENTS, TRANSFERS, SUBLEASED, AND ENCUMBRANCES

Due to the unique nature of this Agreement, Operator shall not sell, assign, transfer, or encumber this Agreement or any interest of Operator in and to the premises, nor sublease the premises, in whole or in part, and any such sale, assignment, transfer, encumbrance, or sublease, whether voluntary or involuntary, shall be void and of no effect.

23. AMENDMENTS

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

24. NOTICES

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

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

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

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

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

CITY OF CHICO

OUTSIDE RECREATION ADVOCACY,
INC.

David Burkland, City Manager

Lon Glazner

APPROVED AS TO FORM:

Authorized pursuant to Bidwell Park and
Playground Commission
_____.

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

EXHIBIT B
REVISED 12/3/09

TABLE 1-1: MASTER MITIGATION MONITORING PROGRAM FOR THE BIDWELL PARK DISC GOLF/TRAILHEAD AREA CONCEPT PLAN ENVIRONMENTAL IMPACT REPORT

NOTE: THE CITY OF CHICO WILL BE THE AGENCY RESPONSIBLE FOR MONITORING

Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
AIR QUALITY				
<p>Mitigation Measure AQ-2: Control Short-term Construction Emissions</p> <p>Consistent with BCAQMD guidelines, the following measures shall be implemented to reduce potentially significant effects on air quality resulting from construction related to the Disc Golf/Trailhead Area Concept Plan Project:</p>			During construction activities	Monitor weekly during construction
a. Alternatives to open burning of vegetative material removed from a project site shall be used unless otherwise deemed infeasible by the AQMD. Among suitable alternatives are chipping, mulching, or conversion to biomass fuel;	No Burning	N/A		Monitor weekly during construction
b. Adequate and applicable dust control measures (identified in detail below) shall be implemented during all phases of project development and construction as outlined below:	ORAI	ORAI	During construction activities	Monitor weekly during construction
c. All active construction sites shall be watered at least twice daily. Frequency should be based on the type of operation, soil, and wind exposure.	ORAI	ORAI	During construction activities – primarily where vehicles are being used	Implement daily; monitor weekly during construction.
Chemical soil stabilizers shall be applied to inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).	ORAI	ORAI	Will review on a case by case basis – may not be needed for small sites	Implement as needed, monitor weekly during construction
e. On-site vehicles speeds shall be limited to a speed of 15 mph on unpaved roads.	ORAI	ORAI		Implement daily; monitor weekly during construction

EXHIBIT B
REVISED 12/3/09

TABLE 1-1: MASTER MITIGATION MONITORING PROGRAM FOR THE BIDWELL PARK DISC GOLF/TRAILHEAD AREA CONCEPT PLAN ENVIRONMENTAL IMPACT REPORT

Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
f. Land clearing, grading, earth moving or excavation activities shall be suspended when winds exceed 20 miles per hour.	ORAI	ORAI		Implement and monitor as needed
g. Non-toxic binders (e.g., latex acrylic copolymer) shall be applied to exposed areas after cut and fill operations and the area shall be hydroseeded.	ORAI	ORAI (dependent on amount of area)		Monitor weekly during construction
h. Vegetative ground cover shall be planted in disturbed areas as soon as possible after disturbance.	ORAI	ORAI		Implement and monitor one time after construction
i. Inactive storage piles shall be covered.	ORAI	ORAI		Monitor weekly during construction
j. Paved streets adjacent to each project site shall be swept or washed at the end of each day as necessary to remove excessive accumulations of silt and/or mud which may have accumulated as a result of activities on the project site.	ORAI	ORAI		Implement daily; monitor weekly during construction
k. A publicly visible sign shall be posted with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours if a complaint is received. The telephone number of the BCAQMD shall also be visible to ensure compliance with BCAQMD Rule 201 & 207 (Nuisance and Fugitive Dust Emissions).	ORAI	ORAI/City		Monitor weekly during construction
BIOLOGY				

EXHIBIT B
REVISED 12/3/09

TABLE 1-1: MASTER MITIGATION MONITORING PROGRAM FOR THE BIDWELL PARK DISC GOLF/TRAILHEAD AREA CONCEPT PLAN ENVIRONMENTAL IMPACT REPORT

Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
<p>Mitigation Measure BIO-1b: Implement Measures to Protect Butte County Checkerbloom in the Disc Golf/Trailhead Concept Plan Area</p> <p>The following measures shall be implemented to mitigate potential direct and indirect effects on populations of Butte County checkerbloom from implementation of the Disc Golf/Trailhead Area Concept Plan:</p>			<p>Before ground-disturbing activities and during ongoing operation</p>	
<p>a. As provided in Appendix H of the BPMMP, the Disc Golf/Trailhead Area Concept Plan shall be implemented to avoid direct and indirect impacts on known locations of <u>Butte County checkerbloom</u> on the site. All disc golf structures (e.g., tees, targets, fairways) and trails shall be placed a minimum of 50 feet from locations that <u>currently support Butte County checkerbloom wherever possible</u>. Where this cannot be accomplished due to physical site constraints, the buffer may be reduced, <u>but shall remain at a minimum of 25 feet</u>.</p>	<p style="text-align: center;">ORAI</p>			
<p>b. <u>Before construction</u> of any facility at the Disc Golf/ Trailhead area in the vicinity of known locations of Butte County <u>checkerbloom</u>, <u>exclusionary fencing shall be installed along a 25-foot buffer around the outer perimeter of the occurrence</u>. Exclusionary fencing shall be installed under the guidance of <u>a qualified botanist</u> before commencement of construction to keep workers and equipment from disturbing existing Butte County checkerbloom plants. The fencing shall be kept in place and periodically inspected and repaired, if necessary, for the duration of construction.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p style="text-align: center;">Implement during construction; monitor monthly</p>

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Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
<p>c. The Disc Golf/Trailhead Area Concept Plan shall restrict foot traffic to clearly defined trails and disc golf features. Trails shall be constructed as narrow as possible to avoid degradation of suitable habitat for Butte County checkerbloom (and other special status plant species). Where existing disc golf structures and trails in the vicinity of existing locations of Butte County checkerbloom will be decommissioned, barriers (such as boulders) shall be placed to discourage use of these trails and structures.</p>	ORAI with qualified botanist	ORAI		Implement prior to construction; monitor monthly during construction
<p>d. <u>Permanent signage at the trailhead/rest area shall be installed to inform Park users of the presence and sensitivity of Butte County checkerbloom</u> (and other sensitive resources) on the site.</p>	ORAI	ORAI		Implement during construction, monitor monthly during construction
<p>e. As provided in Appendix H of the BPMMP, alternate pin locations for Holes <u>3 and 4 of the long course shall be used from March 1 through July 1 to provide further assurance that potential disturbance of nearby checkerbloom plants</u> during the active growth and blooming period of the plants is minimized.</p>	ORAI	City		Install after construction; monitor signage annually

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Mitigation Measure	Party Responsible for Implementation	Funding Responsibility	Implementation Trigger/Timing/ DATE	Frequency
<p>f. Per Plant Objective O. P-8 of the BPMMP, an adaptive management program shall be implemented that relies <u>on periodic data collection on the distribution of Butte County checkerbloom at the Disc Golf/ Trailhead site.</u> The goal of this adaptive management program shall be to document and monitor changes in the existing population of Butte County checkerbloom over time. The adaptive management plan is intended to address the fact that, notwithstanding the buffers and signage, the City cannot guarantee that the use of the park will not disturb Butte County checkerbloom</p>	<p style="text-align: center;">ORAI</p> <p>Clarification – The alternate pin location is for Hole 3. There is an alternate Tee location for Hole 4. For Hole 13, the winter fairway will become the all season fairway unless site conditions dictate require changing tee locations. This item is not referenced.</p>	<p style="text-align: center;">ORAI</p>		<p style="text-align: center;">Implement and monitor annually</p>

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<p>g. If data collection indicates a decline in existing populations after implementation of the Disc Golf/Trailhead Area Concept Plan and Plant Objective O. P-8 of the BPMMP, relocation of trails or disc golf structures in the vicinity of these populations, or other management strategies that would benefit the plants based on the data collected, shall be implemented. This strategy would implement Plant Objective O. P-7 and Plant Implementation Strategies and Guidelines I. P-3 and I. P-4 of the BPMMP. The overall goal of the adaptive management strategy shall be the long-term maintenance of the same number and approximate extent of occurrences of Butte County checkerbloom as documented during the 2005 surveys.</p>	<p style="text-align: center;">ORAI/City</p>	<p>ORAI to reimburse City for surveys of checkerbloom, wildflower fields (Years 1, 3 and 5 and every other year thereafter – cost est. to be \$2,000 per survey)</p>		<p style="text-align: center;">Monitor annually</p>
<p>Mitigation Measure BIO-1d: Implement Measures to Protect Bidwell’s Knotweed at the Disc Golf/Trailhead Area</p> <p>The following measures shall be implemented to mitigate for potential direct and indirect effect to Bidwell’s knotweed at the Disc Golf/Trailhead Concept Plan area:</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p style="text-align: center;">Monitor annually; develop program as needed</p>

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<p>a. The Disc Golf/Trailhead Area Concept Plan shall be implemented to minimize direct and indirect impacts on Bidwell's knotweed habitat on the site. Because Bidwell's knotweed is an annual plant species, population sizes may fluctuate greatly from year to year. Therefore, simply avoiding plants that are present in a given year would not ensure that great numbers of individuals would not be affected in subsequent years. <u>Therefore, a habitat approach shall be taken to minimize impacts on this species. This approach would entail minimizing impacts to wildflower fields, the native plant community that supports Bidwell's knotweed.</u></p>	<p>ORAI/City of Chico</p>	<p>City of Chico</p>	<p>During construction of Disc Golf/Trailhead Area Plans and during ongoing operation</p>	<p>See below</p>
<p>b. Consistent with the Disc Golf/Trailhead Area Concept Plan, trails shall generally be placed outside of wildflower fields. The Disc Golf/Trailhead Area Concept Plan shall be implemented to restrict foot traffic to clearly defined trails and disc golf structures. The number of trails dissecting wildflower fields shall be minimized to the fewest number necessary to facilitate reasonable access to the disc golf course and scenic viewpoints, and trails shall be as narrow as possible and have clearly marked edges to reduce widening and discourage users from wandering off the path. Existing trails through wildflower fields that will not be retained as part of the Disc Golf/Trailhead Area Concept Plan shall be decommissioned, and barriers (such as boulders) shall be placed just outside any points where trails enter the wildflower field community to discourage use of these trails.</p>	<p>ORAI</p>	<p>ORAI</p>		<p>Implement prior to and during construction; monitor weekly during construction</p>

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<p>c. <u>Exclusionary fencing shall be installed under the guidance of a qualified botanist before commencement of construction to keep workers and equipment from disturbing wildflower field habitat intended for preservation.</u> High priority shall be given to preserving those wildflower field communities that contained Bidwell's knotweed during surveys conducted in 2005.</p>	<p style="text-align: center;">ORAI/City</p>	<p style="text-align: center;">ORAI/City</p>		<p style="text-align: center;">Implement prior to and during construction; monitor monthly during construction</p>
<p>d. Permanent signage at the trailhead/rest area shall be installed to inform Park users of the presence and sensitivity of Bidwell's knotweed and wildflower field habitat and to deter users from disturbing the species.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p style="text-align: center;">Implement prior to construction; monitor monthly during construction</p>
<p>e. Per Plant Objective O. P-8 of the BPMMP, an adaptive management program shall be implemented that relies <u>on periodic data collection on the distribution of Bidwell's knotweed at the Disc Golf/ Trailhead site.</u> The goal of this adaptive management program shall be to document and monitor changes in the existing population of Bidwell's knotweed over time.</p>	<p style="text-align: center;">City</p>	<p style="text-align: center;">City</p>		<p style="text-align: center;">Implement following construction; monitor signage annually</p>

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<p>f. If data collection indicates a decline in the number or extent (i.e. square feet) of existing populations after implementation of the Disc Golf/Trailhead Area Concept Plan, relocation of trails or disc golf structures in the vicinity of these populations, or other management strategies that would benefit the plants based on the data collected, shall be implemented. Seasonal and annual variation of the plants in response to environmental conditions such as rainfall shall be taken into consideration when determining if a decline is occurring. This strategy would implement Plant Objective O. P-7 and Plant Implementation Strategies and Guidelines I. P-3 and I. P-4 of the BPMMP.</p>	<p style="text-align: center;">ORAI</p>	<p>ORAI to reimburse City for surveys of Bidwell's Knotweed, wildflower fields (Years 1, 3 and 5 and every other year thereafter – cost est. to be \$2,000 per survey)</p>		<p style="text-align: center;">Monitor annually</p>
<p>Mitigation Measure BIO-2c: Implement Measures to Protect and Compensate for Loss of Vernal Pool Invertebrate and Western Spadefoot Habitat</p> <p>The City shall ensure that the following measures are implemented to avoid, minimize, and mitigate potential project effects on vernal pool invertebrates and western spadefoot:</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p style="text-align: center;">Monitor annually; develop program as needed</p>
<p>a. Before any ground-disturbing project activities begin, the City shall retain a qualified biologist to identify and map potential habitat in areas that could be affected by the given project. The City shall ensure, through coordination with the biologist, that the footprint of project features and construction zones, staging areas, and access routes are designed to avoid direct or indirect effects on suitable habitat for vernal pool invertebrates and western spadefoot to the extent feasible and practicable. In addition to vernal pools, suitable habitat for western spadefoot includes the surrounding grassland matrix.</p>	<p style="text-align: center;">ORAI - biologist</p>	<p style="text-align: center;">ORAI</p>	<p>Before and during construction in and near vernal pool habitats and Western spadefoot habitats.</p>	<p style="text-align: center;">Implement prior to and during construction; monitor as indicated below</p>

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<p>b. If vernal pool invertebrate and western spadefoot habitat cannot be avoided, measures shall be implemented to minimize and mitigate unavoidable effects. Before beginning any ground-disturbing project activities in such habitat, USFWS shall be consulted to identify appropriate measures to minimize and compensate for adverse effects on special-status vernal pool invertebrates; DFG shall be consulted to identify measures to minimize and compensate for adverse effects on western spadefoot. Avoidance and minimization measures shall include those described in USFWS's vernal pool crustacean Programmatic Consultation (USFWS 1996a). Minimization measures for vernal pool invertebrates shall include, but would not be limited to, fencing of habitat to be avoided, timing of ground disturbance to correspond with the dry season, conducting worker awareness training, and periodic biological monitoring. Compensation shall include preservation, enhancement, and/or creation of suitable habitat in areas that currently, or could in the future, support special-status invertebrate and/or spadefoot populations.</p>	<p>City/ORAI</p>			
<p>c. Authorization for take of vernal pool invertebrates under ESA shall be obtained if it is determined that implementation of a program component is likely to result in take, despite implementation of avoidance and minimization measures.</p>	<p>City – None Exist</p>	<p>City</p>	<p>n/a</p>	<p>Implement prior to construction; monitor monthly during construction</p>
<p>d. All other measures developed through informal consultation with USFWS and DFG shall be implemented, as well as any additional measures adopted through a formal permitting process, if applicable.</p>	<p>City - None Exist</p>	<p>City</p>	<p>n/a</p>	<p>Implement prior to construction</p>

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<p>Measures to Protect Nesting Raptors and Burrowing Owls</p> <p>The following measures shall be implemented to minimize and mitigate the potential disturbance of nesting raptors and burrowing owls.</p>				Implement prior to construction
<p>Mitigation Measure BIO-2d(1): Protect Tree-Nesting Raptors</p> <p>a. Before project construction, it shall be determined whether any construction or tree removal is proposed during the raptor nesting season (February 1 to August 31). If no construction or tree removal will occur during the raptor nesting season, no further mitigation shall be necessary.</p>	<p>ORAI (construction)</p>	<p>n/a</p>	<p>n/a</p>	Implement prior to, during and after construction; monitor as required
<p>b. <u>If construction or tree removal is proposed</u> during the raptor nesting season, a focused survey for special-status and common raptor nests shall be conducted by a qualified biologist during the nesting season to identify active nests within 500 feet of the project area. <u>The survey shall be conducted no less than 14 days and no more than 30 days before the beginning of construction or tree removal.</u></p>				<p>See below</p>

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

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

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

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<p>e. The oak woodland management guidelines contained in Section 3 of the NRMP (Appendix C of the BPMMP) shall be implemented. These guidelines include recommendations for sustaining oak woodlands, initiating a burning program, and maintaining the oak landscape.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p>Implement during and following construction; monitor monthly during construction</p>
<p>f. In addition to the measures outlined above, the following additional measures shall be implemented in connection with development and ongoing maintenance of the proposed Disc Golf/Trailhead Concept Plan to protect oaks <u>and to mitigate for any unavoidable loss resulting from mortality over time.</u> These measures are based on site observations, oak woodland management guidelines provided by DFG, and measure recommended in the tree assessment (Appendix E4):</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p>Implement prior to and during construction; monitor monthly during construction</p>
<p>g. Any modification to the proposed design and layout of the site shall be subject to the same impact avoidance and minimization criteria as the initial design;</p>	<p style="text-align: center;">ORAI/City</p>	<p style="text-align: center;">ORAI-City</p>		<p>During and following construction</p>
<p>h. Information describing the value of native oak trees and the importance of the preservation and protection of oak woodland for wildlife habitat and the aesthetic values of Bidwell Park shall be provided at the informational kiosk at the Disc Golf/Trailhead area site. The information shall discuss the importance of avoiding direct impacts resulting from bark and limb damage as well as indirect effects such as soil compaction/root damage and shall encourage site users to act responsibly and prevent adverse effects.</p>	<p style="text-align: center;">ORAI - City</p>	<p>ORAI to reimburse City for surveys of oaks (Years 1, 3 and 5 and every other year thereafter – cost est. to be \$1,000 per survey</p>		<p>Implement during and following construction</p>

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<p>i. In cases where disc golf pins are located within groves of oak trees or oak trees are within fairways, measures to protect the tree trunks such as the installation of shielding pole structures shall be implemented. Installation shall be implemented without damage to the root zone, and in a manner that preserves the visual character of the site.</p>	<p style="text-align: center;">ORAI /City</p>	<p style="text-align: center;">ORAI/City</p>		<p style="text-align: center;">Implement during and following construction</p>
<p>j. In cases where tees or trails are located within driplines of oaks or in the immediate vicinity of driplines, a 6 inch layer of woodchip mulch shall be applied to a 20' radius around the tees and on the trails to minimize soil compaction; this layer shall be maintained on an ongoing basis, as needed, to ensure continued protection of the root zones.</p>	<p style="text-align: center;">City</p>	<p style="text-align: center;">City</p>		<p style="text-align: center;">Implement following construction; inspect signage annually</p>
<p>k. Periodic monitoring of the oaks at the site shall be conducted to determine if any unavoidable impacts are occurring as a result of site use, in spite of the impact minimization measures.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p style="text-align: center;">Implement during and following construction; monitor annually</p>
<p>l. Any unavoidable impacts to oaks resulting from construction, or tree mortality resulting from ongoing use of the site shall be mitigated by replanting oak woodland habitat at the Disc Golf/Trailhead site in areas located outside of the footprint of facilities and trails in areas not currently occupied by other sensitive resources and suitable to support blue oak woodland.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p style="text-align: center;">Implement during and following construction; monitor annually</p>
<p>m. Oak planting should be from seeds (acorns) or seedlings that are obtained from the local genetic stock and should be of the same species as those targeted for replacement. Replacement ratios shall be at least 5:1 for trees lost/replaced that are greater than 5 inches diameter at breast height.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">To be accomplished above B10-3c-f</p>		<p style="text-align: center;">Monitor at least twice yearly following construction</p>

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n. Oak plantings shall be protected from browsing, planted on the north and east side of existing trees, and irrigated during the first few years as outlined in the oak assessment (Appendix E4) to enhance their chance of survival.	ORAI/City Relating to disc golf facilities only.	ORAI/City		Implement as needed after construction
o. Replacement plantings shall be monitored for their success for a period of five years or until the desired performance criterion of 5:1 is achieved, whichever is longer. If planting does not succeed, remedial actions such as replanting shall be implemented.	ORAI/City	ORAI/City		Implement and monitor as needed after construction
p. If requested, community/user group stewardship of the plantings shall be allowed to contribute to restoration/revegetation efforts under guidance and supervision by City staff.	ORAI/City	ORAI/City		Implement and monitor as needed after construction
Mitigation Measure BIO-3d: Implement Measures to Protect Wildflower Fields The following measures shall be implemented to minimize potential disturbances to wildflower field communities resulting from implementation of the Disc Golf/Trailhead Area Concept Plan:	ORAI/City	ORAI/City		Monitor yearly after planting for five years or until success criteria are achieved
a. Mitigation Measure BIO-1d shall be implemented to minimize adverse effects on wildflower fields resulting from implementation of the Disc Golf/Trailhead Area Concept Plan.	City/City	City/City		Implement after construction
b. Whenever possible, trail segments, site improvements, facilities and other design features shall be located to minimize impacts to wildflower fields.	City of Chico	City of Chico	Before and during construction of components of the Disc Golf/ Trailhead Area Concept Plan that occur within the immediate vicinity of wildflower fields	See below

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<p>c. Exclusionary fencing shall be installed under the guidance of a qualified botanist before commencement of construction to keep workers and equipment from disturbing wildflower field habitat intended to be preserved on the project sites (some areas may be lost, consistent with site design).</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p>Implement during construction; monitor as indicated above</p>
<p>d. The number of trails dissecting wildflower fields shall be minimized to the fewest number necessary to accomplish the goals of the site-specific Park Improvement Projects.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p>Implement prior to and during construction; inspect monthly during construction</p>
<p>e. Trails through wildflower fields shall be as narrow as possible and shall have clearly marked edges that discourage trail widening and deter users from straying off the designated trail.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p>Implement prior to and during construction; inspect monthly during construction</p>
<p>f. Existing trails through wildflower fields that will not be retained as part of the site-specific Park Improvement Projects shall be reclaimed using barriers (such as boulders) to discourage use of these trails. If these reclaimed trails fail to revegetate on their own over time, re-seeding may be considered.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p>Implement prior to and during construction</p>
<p>g. Permanent signage shall be installed at kiosks located at the Disc Golf/Trailhead Area Concept Plan site to inform Park users of the presence and sensitivity of the wildflower field community and discourage visitors from off-trail use and trampling of vegetation.</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p>Implement prior to and during construction</p>

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e. Concurrently with the CWA Section 404 permit, the City shall obtain CWA Section 401 Clean Water Certification from the Central Valley RWQCB before project implementation.	None exist			Implement prior to construction N/A
f.	N/A			Implement prior to construction N/A
g.	N/A			Implement prior to construction N/A

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

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

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

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<p>Mitigation Measure HYDRO-1b: Comply with Water Quality Standards and Waste Discharge Requirements</p> <p>a. When required, the City shall obtain a General Permit for Discharges of Storm Water associated with Construction Activity (Construction General Permit), which pertains to water pollution resulting from project construction. In compliance with permit requirements, the City shall file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) and prepare a Storm Water Pollution Prevention Plan (SWPPP) before commencement of construction activities. The SWPPP will incorporate BMPs to prevent, or reduce to the greatest extent feasible, adverse effects on water quality from erosion and sedimentation. In addition, all new trails shall be designed, constructed, and maintained per the City's Trails Manual.</p>	<p style="text-align: center;">City of Chico</p>	<p style="text-align: center;">City of Chico</p>	<p style="text-align: center;">Before commencement of construction activities</p>	<p style="text-align: center;">Implement and monitor as indicated in SWPPP</p>
<p>NOISE</p>				
<p>Mitigation Measure Noise-1: Construction Related Noise</p> <p>The following measures shall be implemented to mitigate for construction noise control associated with the Disc Golf Trailhead Area Concept Plan Project:</p>	<p style="text-align: center;">City of Chico</p>	<p style="text-align: center;">City of Chico</p>	<p style="text-align: center;">During construction of Park Improvement Projects</p>	<p style="text-align: center;">N/A</p>
<p>a. Construction equipment shall be properly maintained and equipped with noise control, such as mufflers, in accordance with manufacturers' specifications</p>	<p style="text-align: center;">ORAI</p>	<p style="text-align: center;">ORAI</p>		<p style="text-align: center;">N/A</p>
<p>b. Construction activities shall be limited to the hours of 7:00 a.m.–9:00 p.m., Monday through Saturday, and to 10:00 a.m.–6:00 p.m. on Sundays and holidays.</p>	<p style="text-align: center;">ORAI</p>			<p style="text-align: center;">N/A</p>

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<p>c. Construction equipment shall be arranged to minimize travel adjacent to occupied residences and turned off during prolonged periods of non-use.</p>	<p style="text-align: center;">ORAI</p>			<p style="text-align: center;">N/A</p>
<p>TRAFFIC</p>				
<p>Mitigation Measure Traffic-4: Coordinate with Caltrans</p> <p>a. To address the potential increase in traffic hazards resulting from implementation of the Disc Golf/Trailhead Area Concept Plan, the City shall coordinate with Caltrans to obtain an encroachment permit for construction of the site access and parking lot for the Disc Golf/Trailhead area. As part of the consultation with Caltrans, the City shall address the potential need for additional signage and/or a left turning lane to address traffic safety along SR 32. The City shall implement any measures deemed necessary by Caltrans as a condition of the encroachment permit or as a result of the consultation on safety.</p>	<p style="text-align: center;">City of Chico</p>	<p style="text-align: center;">City of Chico</p>	<p style="text-align: center;">Prior to construction of the Disc Golf/Trailhead Area Concept Plan</p>	<p style="text-align: center;">N/A</p>