

Wildland Fire Laws – Mutual Facts

Rancher Ron operates a high-end cattle ranching operation in High County, California. Ron's property is covered with annual grasses, bushes, and scattered oak trees. His operation is organic, and his cattle are grass-fed. He markets his beef in small batches to bay-area restaurants and boutique grocery stores. In May 2021, business was booming, and Ron planned to add additional livestock to his herd. To do so, he decided to build a new fence and extend his existing pasture up to a ridge on his property.

Ron bought some metal pipes and wire to build the new fence. In late May, Ron drove the pipes and wire out to a large rock in the middle of the field where he planned to extend the fence. He also grabbed a small chemical extinguisher from underneath his kitchen sink and brought it along. Ron connected his handheld circular saw to a gasoline-powered generator motor, intending to cut the pipes on the rock. The rock was surrounded by grass about a foot tall. It was about 3 p.m. and it was hot and windy.

The grass looked pretty green, and he had his extinguisher with him, so even though he had heard about fires starting from welding and cutting activity in late summer in past years, Ron went ahead and started cutting the pipes. Ron could see occasional sparks flying out from the contact of his saw and the pipe. Once he stopped to check the area where he saw a spark. He didn't see any problems, so he kept working. After a few minutes of focusing on the pipe he was cutting, Ron noticed a flaming fire spreading through the grass nearby. The fire was being influenced by the wind and it was moving away from him fast.

Ron ran to his truck to grab the chemical extinguisher but by the time he covered the distance to get there and came back, the fire had already thrown a wind-blown ember and started another spot 10 feet away. He sprayed the chemical retardant from the extinguisher, but it ran out fast. It did no good anyway, because the wind was blowing both the retardant and the fire away from him. It was apparent the fire was out of his control. His cell phone was dead, so Ron started driving to his house report it.

The fire engine passed him on his way to his house. The High County Fire Department received a call reporting smoke and dispatched both fire suppression resources and a fire investigator to the fire. The fire investigator interviewed Ron then began an inspection of the area. She located a 2' by 2' ignition area approximately 12 feet from where Ron had been cutting pipe. She further inspected that area and swept it with a magnet. She recovered several metal fragments from the ignition area. After considering other potential causes for the fire, she concluded that the probable cause of the fire was sparks or superheated metal from Ron's cutting tool igniting the vegetation in the area of his cutting operations.

The investigator confirmed that burn permits were required and a burn ban was in place at the time the fire started. Her report states that Ron's cutting operations violated Public Resources Code sections 4422, subdivision (b), 4431, and Health & Safety Code section 13001.

The fire quickly spread and burned 280 acres of land, including (1) 80 acres of Ron's own property; (2) 20 acres of Grandpa Neighbor's property; and (3) 180 acres in High County Park.

While the fire was burning in High County Park, it engulfed two power poles. The investigator found evidence of fire spread underneath a third power pole about 1/10 of a mile down this same stretch of power lines. This spot that ignited under the third pole was separate from the main fire and this segment of the fire burned 60 of the 180 acres in High County Park and was ultimately contained with the assistance of air resources.

The governmental agencies that put out the fire as well as the landowners whose property burned have filed lawsuits against Ron for their losses arising from the “Ridge Fire.”

Round 1 – Neighbors v. Ron Rancher

Grandpa Neighbor and his wife Nellie own approximately 200 acres adjacent to Ron Rancher’s property. They have been neighbors with Ron for 20 years, and they and Ron have always gotten along just fine.

Grandpa has lived on and worked the land at his property for his entire life. His property has been in the family for more than 100 years. Before the fire, his property was a beautiful example of open pasture interspersed with oak woodland and it has a creek running through it. The property contains several outbuildings and two occupied family dwellings. Grandpa and Nellie run a small herd of about 30-40 cattle, in addition to raising goats and chickens.

As cattlemen who are neighbors, Grandpa and Ron lend each other a hand from time to time. Grandpa feels bad for Ron but at the same time he doesn’t believe that he should have to pay for the damage caused by a fire Ron accidentally started.

The fire burned about two miles of fence on the Neighbors’ property. Grandpa had to repair that immediately so his cows wouldn’t stray. He purchased the materials at the local hardware store, and he did the work to replace it, with the help of his two sons.

The fire also burned up some of Grandpa’s pasture and destroyed some irrigation pipes and sprinklers. Additional pasture was coated with heavy ash and soot blown into it by the fire. Two of his prize cows were ready to calve before the fire. They were so stressed out by the fire burning part of the pasture they were in that one of them lost her calf immediately and the other one needed veterinary care to get her to keep eating. Her calf was stillborn later. Other cows in the same pasture also needed veterinary attention for minor scrapes and burns.

The fire also burned down twenty mature oak trees in a stand inside the pasture. These trees had great emotional value to Grandpa, as he had climbed them all as a boy and gotten married under them as a man. In a gully just past where the stand of oak trees once stood, a creek that once hosted a pool that was a great swimming and fishing hole is full of sediment as a result of the fire. The trees had shaded the pool, keeping it cool for the fish and for the people that used it.

Grandpa plans to replace the trees. He also wants to restore the corridor around the creek and clear it of sediment so it can be put to its former use as a swimming hole and so that the fish that live in it can survive.

Round 2 – High County v. Ron Rancher

In responding to and suppressing the Ridge Fire, the High County Fire Department incurred fire suppression, investigation, and accounting costs. On August 1, 2021, High County sent a letter of demand asking Ron to pay its costs in the amount of \$650,000. High County also informed Ron that it wants to negotiate payment for the loss of a historic homestead cabin, 500 pine trees in High County Park, and other park features. The County's demand letter informed Ron that if a negotiated resolution of its losses cannot be reached, it will seek recovery of all damages it is legally entitled to that it incurred in the fire.

Negotiation Strategy Outline (Round 2)

Openers: Hannah, Danny, and Kelsie

Closers: Kriti and JieQi

1. Introduction

- a. Introduce Grandpa and Grandma as clients
- b. Reiterate that we are here today to negotiate an agreement that satisfies both parties without the need to go to court
- c. Recognize it was a mistake on Ron's part however...

2. Background and Overview

- a. Damages that occurred on the property
- b. Demonstrate emotion and distress experienced by client
- c. Restate which statutes were violated
 - i. Negligence and trespass
 - ii. Public Health and Safety Code section 13001
 - iii. Public Resources Code section 4422 (b)
 - iv. Public Resources Code section 4431
 1. Extinguisher not up to code

3. Potential Questions to Ask

- a. Ask Ron in beginning if he used engine based power tool
- b. Ask if fire is in the direction of the motor or in the opposite direction?
- c. Does Ron have Insurance that covers his damages?

4. Six main aspects of the damage to discuss today:

- a. Annoyance and discomfort:
 - **Primary Offer:** \$100,000
 - **Secondary Offer:** \$7,620 (based on psychologist, nutritionist, extra cleaning and energy costs, rehabilitation of burned pasture)
 - We believe that if this matter were to go to trial, a jury would be inclined to award our clients damages related to the annoyance and distress they experienced while the fire was still burning. Based on case precedent, we believe that a jury could award up to \$100,000 or more to our clients.

- Demonstrate how our clients experienced annoyance and distress by mentioning how they experienced insomnia, anxiety, depression and malnutrition as well as extra cleaning and labor associated with recurring ash deposits on the property.
- **Client requirement:** Because the Neighbors are more focused on covering their hard costs, annoyance and discomfort is an area where we have discretion to give up some of what we believe they might be entitled to after a full trial.

b. Attorney fees

- Why are we seeking attorney fees?
 - Under **Code of Civil Procedure section 1021.9** with livestock on the property, our clients are entitled to recover those fees as a prevailing party if they were to win in trial.
- We are willing to flag the hourly rate as a good faith concession, but we will require the \$15,000 flat fee retainer.
- **Primary Offer:** \$15,000 is our flat fee retainer
- **Client Requirement:** The neighbors will require \$15,000 at a minimum to recover their attorney fees

c. Cattle

- **Primary Offer:** \$5,900 specifically for the cattle that were injured.
- We are not asking for the cost of other livestock damages
- **Secondary Offer:** Can decrease to \$4,500 if we receive 2 of their young, mature cows, offsetting \$1,400

d. Feed/ Loan

- **Primary Offer:** \$61,600 because the clients had to supplement feed for 9 months at a 3.5% emergency rate
 - 9 months was the amount of time it took for grass on the pasture to grow back
- In the interest of maintaining a positive relationship with Ron and to be fair, our clients are willing to seek the loan costs only for the extra interest

for the four months that they had to pay for emergency and then the extra 5 months of loan they had to take as a result of the wildland fire.

- **Secondary Offer:** Willing to go down to \$34,422 for the difference of 4 months at 1.5% and 9 months at 3.5%

e. Fencing

- **Primary Offer:** \$30,000
- Reiterate that the fence needed to be rebuilt quickly to prevent cattle from escaping the property. That required our clients' sons to take time off from work to help rebuild the fence and our client was forced to hire extra ranch hands to watch over the cattle while the fence was being built.
- Do not disclose the type of material used to rebuild the fence unless asked by the opposing team. - woven-wire
- **Secondary Offer:** Could go down to \$20,000 considering that the cost to rebuild would have been much cheaper had our client paid for someone else to do it

f. Trees and creek

- **Primary Offer:** State the market value to replace 20 full mature oak trees is \$200,000 (based off of \$10,000 per tree).
 - This amount is based on arborist experts, but we are willing to go negotiate this cost if the opposing team sees it as unreasonable.
- Explain that the trees and creek that were destroyed by the fire hold a lot of sentimental value to our clients and therefore this cost category is very important.
- **Secondary Offer:** \$100,000 (10 fully mature oak trees at \$10,000 each) and \$47,500 (10 sapling trees at \$4,750 each)

Negotiation Strategy Outline (Round 2):
High County v. Ron Rancher

Neighbors / High County Team B

Openers: Sarah Roy and Sarah Rosenthal

Closers: Junyan and Federico

1. Introduction

- a. Introduce High County as our client.
- b. Demonstrate the great effort and elevated costs that High County's Fire Department incurred to control and suppress the wildfire that originated in Ron Rancher's property.
- c. List the extensive damage and losses that High County Park suffered from the wildfire.
- d. Reiterate that we are interested in negotiating a satisfactory agreement with Ron Rancher. In the unfortunate event that an agreement is not possible, High County will seek recovery of all damages in court.

2. Background: Relevant Statutes and Codes

- a. Negligence and trespassing of a fire:
 - i. A burn ban was in effect the day the fire occurred **[fact]**.
 - ii. Burn permits were required **[fact]**. PRC 4427
 - iii. Ron started to work at 3pm on a hot, dry and windy day **[fact]**.
 - iv. There are notices over the local news that community members should be extra careful when using equipment between 10 a.m and 6 p.m **[fact]** PRC 4291(f)
 - v. Ron did not clear the vegetation in the immediate area **[fact]** as required by Health and Safety Code (HSC) 13001 and possibly Public Resources Code (PRC) 4427.
 - vi. Ron was aware of the potential danger of power tools starting a wildfire during Summer months, yet he did not take reasonable precautionary measures.
 - vii. Ron saw sparks flying and knew that any spark could ignite a fire. He did not stop working **[fact]**.
 - viii. He operated a gasoline-powered generator, which is an additional fire hazard by bringing flammable materials to the working area **[fact]**.
 - ix. The fire extinguisher was left in the truck costing him valuable time when he had to retrieve it **[fact]**. A careful person would have had the extinguisher immediately next to the working area.

- x. Ron used the power saw in a manner conflicting with the tool's manual:
 - The saw is rated to cut up to maximum 3/4" thick metal for maximum 20-25 seconds with 6 minutes cool down period in between.
 - The power cord should only be used in approved electrical outlets as described in this manual
 - The manual has a warning that power tools may create sparks.
- xi. Ron allowed the fire to escape into neighboring properties where it caused damage (trespassing).
- xii. It appears that Ron did not have a firefighting shovel with him.
- xiii. Ron's cell phone was dead, so he could not report the fire immediately.
- xiv. The fire investigator found a 2' by 2' ignition area approximately 12 feet from where Ron had been cutting pipe
- xv. The fire investigator found several metal fragments in the ignition area.

United States of America v. CB&I Constructors, Inc. presents very similar circumstances where negligent use of a power tool led to a wildfire. The jury found that the contractors negligently caused the fire.

Exhibit A (see below) for illustration purposes.

- b. Public Health and Safety Code section 13000:
*...allows fire to be kindled or escape from his control **without using reasonable and proper precautions** to prevent fire from escaping*
- c. Public Health and Safety Code section 13001:
*Every person is guilty of a misdemeanor who, through **careless or negligent action**, throws or places any lighted cigarette, cigar, ashes, or **other flaming or glowing substance**, or any substance or thing which may cause a fire, in any place where it may directly or indirectly start a fire, or who uses or operates a welding torch, tar pot or any other device which may cause a fire, **who does not clear the inflammable material surrounding the operation** or take such other reasonable precautions necessary to insure against the starting and spreading of fire.*

- i. Ron had heard about fires starting from welding and cutting activity in late summer in past years but continues to do so. He could also see occasional sparks flying out from the contact of his saw and the pipe.
 - ii. By cutting pipes, Ron threw or placed a substance (i.e., superheated metal fragments) in a place where it could directly start a fire (i.e., 1 ft grass).
 - iii. He operated a power tool that could cause a fire without clearing the inflammable material (grass and potentially gasoline) surrounding the operation.
- d. Public Health and Safety Code section 13007:
Any person who personally or through another wilfully, negligently, or in violation of law, sets fire to, allows fire to be set to, or allows a fire kindled or attended by him to escape to, the property of another, whether privately or publicly owned, is liable to the owner of such property for any damages to the property caused by the fire.
- i. Ron negligently allowed fire to be set and to escape to the High County Park, and is therefore liable for any damages to the property caused by the fire.

From the United States of America v. CB&I Constructors, Inc. case about 13007:

California also has a specific statutory provision governing liability for negligently set fires. Based on the provision's "broad language" and "history of liberal construction," a California Court of Appeal held that section 13007 places "no restrictions on the type of property damage that is compensable." Landowners in California may recover damages for all the harm, including environmental injuries, caused by negligently set fires.

- e. Public Resources Code section 4422, subdivision (b):
A person shall not do either of the following:
(b) Allow any fire kindled or attended by the person to escape from the person's control or to spread to the land of any person other than from the land from which the fire originated.
- i. By the time Ron returned with the fire extinguisher the fire was already out of control (from mutual facts).
- f. Public Resources Code section 4431:

During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate or cause to be operated in the area any portable saw, auger, drill, tamper, or other portable tool powered by a gasoline-fueled internal combustion engine on or near any forest-covered land, brush-covered land, or grass-covered land, within 25 feet of any flammable material, without providing and maintaining at the immediate locations of use or operation of the saw or tool, for firefighting purposes one serviceable round point shovel, with an overall length of not less than 46 inches, or one serviceable fire extinguisher. The Director of Forestry and Fire Protection shall by administrative regulation specify the type and size of fire extinguisher necessary to provide at least minimum assurance of controlling fire caused by use of portable power tools under various climatic and fuel conditions.

The required fire tools shall at no time be farther from the point of operation of the power saw or tool than 25 feet with unrestricted access for the operator from the point of operation.

- i. The generator contained gasoline (i.e., flammable material) and it was very likely within 25 ft.
- ii. No determination was made of how far the car was parked where the fire extinguisher was, or whether Ron had the prescribed shovel.
- iii. It is likely (although not confirmed) that the fire extinguisher was not the appropriate one for this situation.
- iv. If they argue that the power saw is electric and therefore, PRC 4431 does not apply, PRC 4427 becomes relevant.

g. Public Resources Code section 4427:

During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate any motor, engine, boiler, stationary equipment, welding equipment, cutting torches, tarpots, or grinding devices from which a spark, fire, or flame may originate, which is located on or near any forest-covered land, brush-covered land, or grass-covered land, without doing both of the following:

- (a) *First clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet.*

(b) Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.

This section does not apply to portable power saws and other portable tools powered by a gasoline-fueled internal combustion engine.

- i. If Ron Rancher's team argues that the power saw is electric and not powered by a gasoline-fueled engine, we could invoke this code.
- ii. No clearing of the flammable material was performed.

h. Public Resources Code section **4291**:

(a) A person who owns...a building or structure in, upon, or adjoining ...grass-covered lands, or land that is covered with flammable material, shall at all times do all of the following:

(1) (A) Maintain defensible space of 100 feet from each side and from the front and rear of the structure, but not beyond the property line...This subparagraph does not apply to single specimens of trees or other vegetation that are well-pruned and maintained

- i. Ron Rancher's team may argue that the vegetation around the cabin was not well maintained,
- ii. But we could argue that "cleared" areas should still include enough well-spaced and judiciously pruned plants to protect against excessive erosion and provide wildlife habitat.

(f) The State Fire Marshal shall...Make reasonable efforts to provide notice to affected residents describing the requirements.

3. Issues and potential questions to ask the opposing legal team

- a. Did the gasoline-powered motor have an exhaust pipe?
- b. If yes, did it have a spark arrestor?
- c. If not, where did he get the motor from?
- d. Did Ron check whether the chemical fire extinguisher was the correct extinguisher for such a fire?

4. Six main negotiation items:

The first negotiators will try to resolve some of the higher value issues, except for the secondary fire costs. We hope to use the secondary fire as a bargaining tool to get the most for the park's damages.

a. Fire Suppression costs and prejudgment interest:

- **Primary Offer:** \$650,000 + \$40,068 (interest, 10% annual calculated for 225 days) for a total of **\$690,068**.
- It is likely that we will have to negotiate this separately based on the 2 fires:
 - Main Fire costs (non-negotiable): \$435,000 + \$ 26,815 (interests) for a total of **\$461,815**.
 - Secondary Fire costs (negotiable): \$215,000 + \$ 13,253 (interests) for a total of **\$228,253**.
- HSC 13009 allows High County to seek reimbursement of firefighting costs
- Civil Code section 3287 allows the collection of interests starting from the day of official notification (August 1st, 2022).
- The origin of the secondary fire is highly debatable. We are prepared to hear the other team's proposals and adjust accordingly.

b. Pine Trees

- **Primary Offer: \$90,000** (includes \$10,000 harvest cost and up to \$80,000 of the 500 tree's market value). This is the high value that we could get for the trees if the case goes to trial.
- Related regulation:
 - [Health & Safety Code, sections 13000-13010](#) (Health & Saf. Code, § 13009.2 subd. (a)(1).)
 - “[e]ither the restoration and rehabilitation costs associated with bringing the damaged property back to its preinjured state or replacement or acquisition costs of equivalent value, or diminution in value of property as a result of the fire, including lost timber value, or some combination thereof.”
- The County attempts to seek its actual cost to remove the burned trees (\$10,000) and to use an \$80,000 “market value” figure as a way for the jury to measure its damages under Health & Safety Code 13009.2 for these trees.

- **Secondary offer: \$29,000.** These are the total restoration costs as estimated by the County's arborist. We are interested in recovering this value, but will try the market value first.

c. Park Usage

- **Primary Offer: \$9,000**
- Park revenue dropped 40% since the fire.
- We will seek only the 40% losses for the 9-month period June 2022 through February 2023, which correspond to \$9,000.
- The normal revenue during this period is \$22,500 (\$4,500 per month in June, July and August, and \$1,500 per month for the other 6 months).
- This is a fair offer of just the direct loss of visit revenue and would be non-negotiable.

d. Homestead cabin

- **Primary Offer: \$34,000**
- This is the County's estimates of the cost of construction for a replica of the 340-square-foot historic cabin with some modern improvements.
- HSC 13009.2 allows asking for the recovery of damages to the cabin.
- We expect to negotiate a lower number due to possible issues with maintenance as well as concerns of the improvement costs.
- Related reading:
 - [The Untold Heritage Value and Significance of Replicas](#)
 Replicas are therefore no different from other aspects of our material heritage in terms of how they 'can work'—visible age-value is an important consideration

e. Soil stabilization and trail restoration

- **Primary Offer: \$13,000–\$15,000**
- We could consider offers from Ron to donate labor or equipment to reduce these expenses, assuming such donations are legally possible.
- HSC 13009.2 allows asking for the recovery of ecological and environmental damages

f. Wildlife Losses and Park Closures

- **Primary Offer: \$160,000** (\$2,000 per acre)
- **Lower Offer: \$80,000** (\$1,000 per acre)

- This is the range of values that we could expect to receive in a trial.
- High County hired an environmental consultant to advise on the restoration of high value habitat,
- United States of America v. CB&I Constructors, Inc. provides precedent of damages of \$1,600 per acre related to intangible environmental losses.
- We expect this to be one of the issues with more pushback.

Exhibit B:

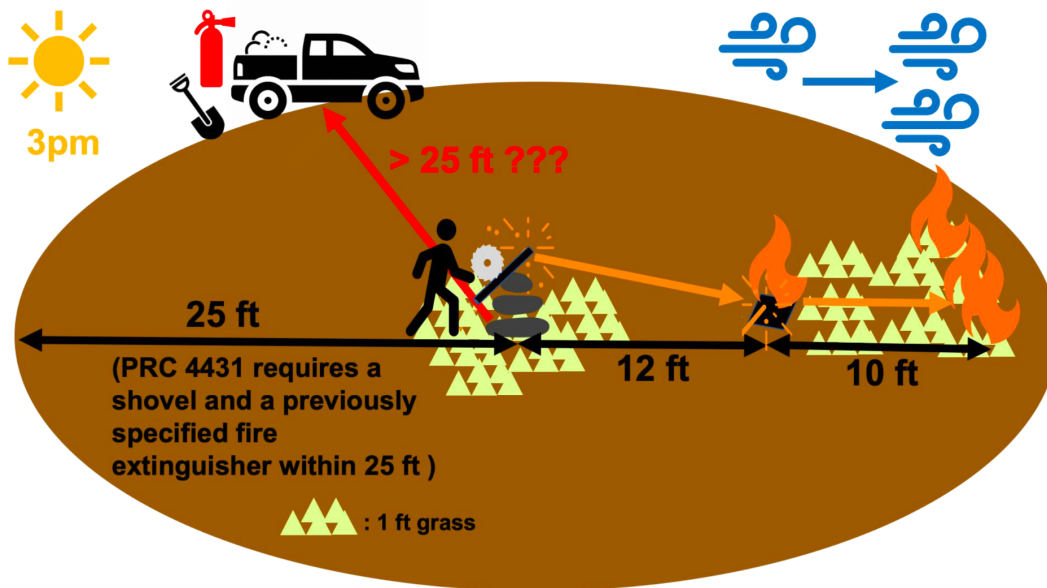


Diagram depicting the physical circumstances that led to the start and escape of the wildfire. Even if the truck and the fire extinguisher had been within 25 ft of the work site, Ron Rancher's negligent actions kindled the fire and allowed it to escape into neighboring properties as this location site was not prepared to handle such dangerous activities in the middle of the afternoon.

Appendix A: Our team's cost value and strategy spreadsheet. (Use the pdf reader's zoom tool to read the details).

120 acres MAIN FIRE – Fire suppression costs and pre-judgment interest						non-negotiable: Negligence is very difficult to dispute	
Description	Low-End	High-End	Negotiated Values	Notes	Reasoning		
120-acre main fire in the park	\$335,000.00	\$335,000.00		There are 225 days from August 1st, 2022 to March 13th, 2023. 10% interest on \$435K is ~\$119.18/day.	To section 13009 and 13009.1, states "that the expenses of fighting a fire are a debt of the person who negligently, or unlawfully sets the fire, allows it to be set, kindled, or to escape onto any forest, range, or nonresidential grass-covered land, rather than providing such liability only where the fire damages the property of another."	CA H&S code 13008: Any person who allows any fire burning upon his property to escape to the property of another..is liable to the owner of such property for the damages caused by the fire	
80 acres of Ron's property	\$60,000.00	\$60,000.00					
20 acres of Grandpa Neighbor's property	\$40,000.00	\$40,000.00					
interest	\$26,815.07	\$26,815.07					
TOTAL	\$461,815.07	\$461,815.07	\$0.00				
60 acres SECONDARY FIRE – Fire suppression costs and pre-judgment interest							
Description	Low-End	High-End	Negotiated Values	Notes	Reasoning		
60-acre spot fire in the park	\$0.00	\$215,000.00		flexible, but should not give up easily unless they have something really convincing	10% interest on \$215K is ~\$58.90/day.		
interest	\$13,253.42	\$13,253.42			non-negotiable if found responsible		
TOTAL	\$13,253.42	\$228,253.42	\$0.00				
TOTAL FIRE – Fire suppression costs and pre-judgment interest							
TOTAL Both Fires		\$650,000.00					
TOTAL Interests for both fire		\$40,068.49					
TOTAL FIRE with interests	\$475,068.49	\$690,068.49	\$0.00				
Pine trees (Restoration and Market Value)						flexible	
Description	Low-End	High-End	Negotiated Values	Notes	Reasoning		
Emergency harvest plan	\$2,500	\$2,500		500 pine trees had to be harvested and removed and replaced. These trees averaged thirty to sixty feet in height and were between 12 and 18 inches in diameter.	13009.2: recoverable compensation of public including restoration, diminution in value of property, recover ecological and environmental damages		
Removal, trucking, chipping	\$7,500	\$7,500			non-negotiable		
Installation of irrigation for trees	\$5,000	N/A			Should use the \$90K that could be awarded in a trial as a stick to get them to agree on \$29K.	non-negotiable	
Operation & maintenance of irrigation for 5 years	\$5,000	N/A				non-negotiable	
Staff time	\$9,000	N/A				\$75/hour x 2 hours per month for 5 years	
Replanting and removing the burned trees?	N/A	\$80,000		attempt to seek its actual cost to remove the burned trees (\$10,000) and to use an \$80,000 "market value" figure as a way for the jury to measure its damages under Health & Safety Code 13009.2 for these trees. Replanting costs will be negligible.	Low-end: only removal cost. High-end: removal and commercial value The wood in burned trees loses moisture quickly, resulting in cracks and splits making it unsuitable for making lumber and other wood products unless harvested within the first		
TOTAL	\$29,000	\$90,000	\$0				
Park Usage (non-negotiable)						non-negotiable	
Description	Low-End	High-End	Negotiated Values	Notes	Reasoning		
Park usage: normally \$27,000 per year (5,400 visitors x \$5 each), where 50% of the visitation occurs during the 3 Summer months (June-August)	\$9,000	\$9,600		June to August-\$4,500/mo; Sep to May-\$1,500. The County has lost revenue since the fire in May 2022 due to a 40 percent drop in park usage. [(1,500* 7or 6mon)+(4,500*3 mon)] * 0.4=9,600	low-end: June to March. high-end: March to March		
TOTAL	\$9,000	\$9,600	\$0				
Homestead Cabin						flexible	
Description	Low-End	High-End	Negotiated Values	Notes	Reasoning		
Construction costs, including project management	\$8,000	\$10,000		Parks & Recreation staff were running behind. The County does not have good records of what areas the Parks & Recreation staff was able to perform clearance and fuel reduction measures prior to the fire.	PRC 4291 (defensible fuels reduction 100ft from a structure). Cost of construction with and without considering the modern improvements. \$200 less with out.		
Site clearing and grading	\$0	\$2,400			13009.2: recoverable compensation of public including restoration, diminution in value of property, recover ecological and environmental damages. County was behind on site cleaning and they may be our responsibility.		
Foundation	\$3,600	\$3,600			non-negotiable		
Logs, doors, flooring, roofing materials	\$15,000	\$15,000			non-negotiable		
Electrical work	\$500	\$1,000			Cost of construction with and without considering the modern improvements		
Weatherproofing and insulation	\$1,000	\$2,000			Cost of construction with and without considering the modern improvements		
TOTAL	\$28,100	\$34,000	0				
Soil stabilization and trail restoration						flexible	
Description	Low-End	High-End	Negotiated Values	Notes	Reasoning		
Labor	\$0	\$4,800		ask if Ron's men work for labour.	No cost if Ron's men work for labour.		
Replacement of signage and bridge	\$6,200	\$6,200		non-negotiable	non-negotiable		
Hydro-seeding, soil stabilizer, erosion control materials, and purchase of plants, grasses, and shrubs.	\$2,000	\$4,000		range given as \$2,000 to 4,000	given range		
TOTAL	\$8,200	\$15,000	0				
Wildlife Losses and Park Closures						flexible	
Description	Low-End	High-End	Negotiated Values	Notes	Reasoning		
Natural resource damage	\$80,000	\$160,000		USA v. CB&I case, public entities have recovered natural resource damages for such losses and closures in amounts ranging from \$1,000 to \$2,000 per acre. Total of 80 acres.	Given range		
TOTAL	\$80,000	\$160,000	0				
	Low-End	High-End	Negotiated Values				
OVERALL TOTAL	\$629,368	\$998,668	\$0				