



**Napa County Regional Park
and Open Space District**

Harold Kelly
Director Ward One

Tony Norris
Director Ward Two

Guy Kay
Director Ward Three

Dave Finigan
Director Ward Four

Myrna Abramowicz
Director Ward Five

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

Monday November 9, 2009 2:00 P.M.
1195 Third Street, Third Floor, Napa, CA 94559

GENERAL INFORMATION

Agenda items will generally be considered in the order indicated below, except for Set Matters, which will be considered at the time indicated. Agenda items may from time to time be taken out of order at the discretion of the President.

The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the District Secretary. Requests for disability related modifications or accommodations, aids, or services may be made to the Secretary's office no less than than 48 hours prior to the meeting date by contacting (707) 259-8603.

Any member of the audience desiring to address the District on a matter on the Agenda, please proceed to the rostrum and, after receiving recognition from the President, give your name, address, and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit you comments to the specific subject under discussion. Time limitations shall be at the discretion of the President.

State law requires agency officers (Directors and Officers) to disclose, and then be disqualified from participation in, any proceeding involving a license, permit, or other entitlement for use, if the officer has received from any participant in the proceeding an amount exceeding \$250 within the prior 12 month period. State law also requires any participant in a proceeding to disclose on the record any such contributions to an agency officer.

All materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, on and after at the time of such distribution, in the Conservation, Development and Planning Department Office at 1195 Third Street, Suite 210, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

1. Call to Order and Roll Call

2. Public Comment

In this time period, anyone may address the Board of Directors regarding any subject over which the Board has jurisdiction but which is not on today's posted agenda. In order to provide all interested parties an opportunity to speak, time limitations shall be at the discretion of the President. As required by Government Code, no action or discussion will be undertaken on any item raised during this Public Comment period.

3. Set Matters

4. Administrative Items

- A. Consideration of and potential approval of Minutes of Board of Directors' meeting of September 14, 2009. **POSTPONED TO DECEMBER MEETING**
- B. Consideration and potential approval of agreement with City of American Canyon for River and Bay Trail construction and operation in the vicinity of the closed Napa-Vallejo Waste Management Authority landfill west of American Canyon.
- C. Consideration of and potential approval of project description for Use Permit application for Moore Creek and Lake Hennessey.
- D. Consideration of formation of District Board Ad Hoc Committee on development of new agreement with Napa County on use of County Special Projects Fund for District operations and projects.
- E. Receipt of report on expenditures, encumbrances, donations and grants approved by the General Manager.
- F. Update on proposed State Park closures and reductions in service (oral report).
- G. Review of the District Projects Status Report.

5. Announcements by Board and Staff

In this time period, members of the Board of Directors and staff will announce meetings, events and other matters of interest. No action will be taken by the Board on any announcements.

6. Agenda Planning

In this time period, members of the Board of Directors and staff will discuss matters for possible consideration at future meetings. No action will be taken by the Board other than whether and when to agendize such matters, unless specifically noted otherwise.

7. Adjournment



Napa County Regional Park
and Open Space District

STAFF REPORT

Date: November 9, 2009
Agenda Item: 4.B
Subject: Consideration and potential approval of agreement with City of American Canyon for River and Bay Trail construction and operation in the vicinity of the closed Napa-Vallejo Waste Management Authority landfill west of American Canyon.

Recommendation

Authorize agreement between the City of American Canyon and the District for construction and operation of the River and Bay Trail in the vicinity of the closed Napa-Vallejo Waste Management Authority landfill west of American Canyon.

Background

The District and the City of American Canyon have over the past three years been jointly planning for the Napa River and Bay Trail. When the planning effort began, the focus was on a single trail from Wetlands Edge Drive in American Canyon heading west to the river using City and Fish and Game property, as well as north to Green Island Road. Through the planning process an additional trail opportunity was identified, using a public access easement held by the State Lands Commission, that would provide a secondary means of access to the Napa River using an existing dirt road on the north and west sides of the American Canyon landfill site. While studying this secondary access route, it was determined that the landfill was partially encroaching on to City property. As part of the resolution of this problem, the City has agreed to transfer some City land to the landfill Authority, and the Authority has agreed to provide a public access easement that makes a complete loop around the landfill, rather than just the northern and western sides.

The City Council is scheduled to approve this resolution at its meeting of November 3, 2009, and the Authority is scheduled to approve it on November 5, 2009. Assuming these approvals go forward as scheduled, it is now time for the City and the District to finalize an agreement for how the trail will be constructed and operated. The draft Agreement is attached. The basic structure of the Agreement is that the City will pay for and construct a trail from Wetlands Edge Drive to the Napa River using City water treatment plant property and an easement provided by the Department of Fish and Game, as well as the trail segment along the eastern boundary of the landfill. The District will use its grant funding to construct the trail along the northern, western and southern boundaries of the landfill. The City will have primary responsibility for maintaining and operating all of the trails, although the District will assist with volunteer recruitment and training.

Separate from the subject agreement, the District is also in the process of finalizing another agreement, between the District and the Department of Fish and Game, for a new trail segment between the City's water treatment plant and Green Island Road. The District will have full responsibility for maintaining and operating this section of the trail network.

**PUBLIC ACCESS TRAIL CORRIDOR AGREEMENT
BETWEEN THE CITY OF AMERICAN CANYON AND THE NAPA COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT**

THIS AGREEMENT is made and entered into effective this ____ day of _____, 2009, in the City and County of Napa, State of California, by and between the City of American Canyon, a California municipal corporation (hereinafter referred to as "CITY"), and the Napa County Regional Park and Open Space District (hereinafter referred to as "DISTRICT"), regarding the development, operation and maintenance of a public access trail either on lands owned by the CITY or located on a public access easement held by the CITY, referred hereinafter collectively as the "Parties."

RECITALS

WHEREAS, the Parties to this AGREEMENT recognize the importance of publicly accessible recreational opportunities near the Napa River and the American Canyon Wetlands, and

WHEREAS, the CITY desires to implement and operate a public access trail ("Trail") within a corridor ("Trail Corridor") attached as Exhibit A, generally using an existing service road around the landfill with adequate area provided for access to the Napa River, and for construction of public safety improvements and other public access amenities, and

WHEREAS, this Trail Corridor proceeds around the toe of the landfill on lands on the northerly side which are partially owned by the CITY and partially subject to a non-exclusive trail easement ("Trail Easement") granted to the CITY by the Napa-Vallejo Waste Management Authority ("Authority"); on the westerly side on lands subject to the Trail Easement, a portion of which the State Lands Commission also has a non-exclusive interest in, and on the easterly and southerly sides, on lands subject to the Trail Easement, and

WHEREAS, the Trail Easement is a non-exclusive surface easement for use by the public for non-motorized, non-commercial, recreational trail purposes only, (except that motorized personal mobility equipment may be allowed to the extent required by the Americans with Disabilities Act), including pedestrian, bicycling, equestrian and other compatible uses, as well as motorized use by the CITY for maintenance and patrol purposes.

WHEREAS, the Trail Easement held by the CITY includes a variety of provisions intended to avoid an unacceptable risk of harm to members of the public or unduly interfere with lawful landfill operations, including but not limited to times of public use, types of public use and occasional and temporary cessation of public use; and

WHEREAS, in addition to the terms of the Trail Easement held by the CITY, the CITY has agreed to enter into a separate management plan (“Operations and Management Plan”) with the Authority, as provided in Exhibit B, for the operation and maintenance of the TRAIL; and

WHEREAS, the DISTRICT desires to work in partnership with the CITY in designing, constructing and operating the Trail and associated improvements and interpretive elements; and

WHEREAS, the CITY has the authority to assign to the DISTRICT all or portion of its rights and responsibilities for construction and operation of the Trail within the Trail Corridor, on land either owned by the CITY or which is subject to the Trail Easement.

WHEREAS, the DISTRICT has been awarded a grant from the State of California River Parkway Grant Program to assist with the design and construction of the Trail and interpretive elements, and said grant requires that the DISTRICT have the authority to construct and ensure public use of the Trail for a period of at least twenty years subsequent to the completion of the grant-funded improvements.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge that the foregoing recitals and following facts are true and correct and further agree:

1. **Authorization to Construct and Operate Improvements.** The CITY hereby grants to the DISTRICT the authority to construct and operate the Trail and related improvements (“Trail Related Improvements”), for a period of twenty-five (25) years from the date first above written, subject to the terms and conditions of the Public Access Trail Corridor Agreement Between the Napa-Vallejo Waste Management Authority and the City of American Canyon, dated _____, 2009 (“Corridor Agreement”), and the Operations and Management Plan which is referenced in that Agreement.
2. **Scope of Improvements.** The Trail and Trail Related Improvements covered by this Agreement include 4-strand fencing to separate the Trail Corridor from the rest of the landfill property, gates, grading and surfacing in those areas where the Trail does not utilize the existing landfill service road, benches, interpretive materials, and signage, all generally consistent with the preliminary designs prepared by Questa Engineering for the DISTRICT in a Feasibility Study for the Napa River/San Francisco Bay Trail dated September 5, 2007, and subsequent revisions prepared by Questa Engineering for the CITY. Signage will include but not be limited to regulations for public use, directions, educational materials, and acknowledgement that the Trail and Trail Related Improvements have been constructed and are managed by the CITY and DISTRICT working in partnership.

- 3. Rights and Responsibilities of the Parties.**
- a. At DISTRICT's cost, DISTRICT has the right to plan, design and construct the Trail and Trail Related Improvements. Notwithstanding anything to the contrary herein, DISTRICT shall be under no obligation to construct, install or develop the trail or the Trail Related Improvements unless and until it has received all necessary and appropriate approvals and funds required to carry out the rights and obligations of DISTRICT specified herein.
 - b. Prior to any construction, DISTRICT shall provide plans and specifications to the CITY for their review and approval, which shall not be unreasonably withheld. DISTRICT understands and agrees that CITY's approval is subject to the CITY's obligation pursuant to its Corridor Agreement with the Authority to obtain Authority approval of any such plans and specifications prior to construction.
 - c. DISTRICT shall coordinate with and assist CITY with the management and operation of the Trail and Trail Related Improvements, but CITY shall have the primary day-to-day responsibility for management and operation of the Trail and Trail Related Improvements, as specified in greater detail in the Operations and Management Plan.
 - d. The Corridor Agreement between the CITY and the AUTHORITY requires the CITY City Manager and the AUTHORITY Manager to periodically meet and discuss the adequacy of the Operations and Management Plan and amend plan as necessary to meet the objectives of both the City and the Authority. CITY agrees that prior to approving any amendment to the Operations and Management Plan, CITY will consult with and obtain the approval of the DISTRICT General Manager for any such amendment. DISTRICT agrees that its approval will not be unreasonably withheld.
 - e. In the event CITY does not manage and operate the Trail and Trail Related Improvements to the satisfaction of the DISTRICT and in compliance with the requirements of grant funding used to construct the Trail and Trail Related Improvements, DISTRICT is authorized to manage and operate the Trail and Trail Related Improvements in the manner contemplated by this Agreement.
 - f. DISTRICT shall be responsible for all necessary approvals and permits for construction and execution of this AGREEMENT by the Parties, including specifically Use Permit approval and all needed building permits.
 - g. DISTRICT shall keep the property free and clear of any and all liens associated with its development, construction and maintenance of the Trails and Trail Related Improvements
- 4. Insurance** – Each Party to this Agreement will maintain property damage and commercial liability insurance in commercially reasonable amounts naming the other Party as an additional insured. Each Party shall provide the other Party with a certificate of insurance verifying the same prior to

commencement of use hereunder.

4. **Assignment of Interest.** Either Party may assign all or a portion of its rights, obligations and interests in this Agreement, including those set forth in the Operations and Management Plan, to a third party approved by the other Party.
5. **Resolution of Disputes.** The Parties shall make good faith efforts to promptly and directly resolve any disputes or claims related to this Agreement. If a Party determines in good faith that the other Party is in material breach of the terms of this Agreement, or that a material breach is threatened, said Party shall give written notice of such breach to the other Party, describing said breach and may demand corrective action sufficient to cure said breach. The breaching Party shall begin to cure said breach within forty-five (45) days after receipt of said notice, and diligently pursues said breach to completion. Either Party may commence an action at law or in equity in a court of competent jurisdiction to enforce the terms of the Agreement, enjoin the violation by injunction and/or recover any damages for any loss of use of the Trails or damage or injury to Trail Related Improvements, but only after first seeking to resolve the dispute through good faith efforts as provided herein.
6. **Indemnification**
 - a. DISTRICT agrees to indemnify, defend and hold harmless CITY, and its officers, directors, employees, volunteers, trustees, agents, and contractors, and members of the public, successors and assigns of each of them (collectively the "CITY'S Indemnified Parties") from and against all claims, damages, losses, liabilities, causes of action and judgments, and all reasonable expenses incurred in investigating or resisting the same ("Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to this Agreement, unless and to the extent due to the negligence, gross negligence or willful misconduct of CITY or CITY'S Indemnified Parties; and (2) a breach of any obligation or covenant made by DISTRICT under this Agreement.
 - b. CITY agrees to indemnify, defend and hold harmless DISTRICT and its employees, officers, directors, agents, and contractors, successors and assigns of each of them (collectively "DISTRICT'S Indemnified Parties") from and against all Claims, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property occurring on or about the Property, if and to the extent caused by the negligence, gross negligence or willful misconduct of DISTRICT or DISTRICT'S Indemnified Parties; and (2) a breach of any obligation or covenant made by CITY under this

Agreement.

- c. None of the Agreement provisions are to be construed as a waiver of the Parties' rights and defenses under the Tort Claims Action (Gov. Code § 810, *et seq.*).

7. **Miscellaneous**

a. Entire Agreement - This Agreement sets forth the entire Agreement of the Parties with respect to the matters contained therein, and supersedes all prior discussions, negotiations, understandings, or Agreements relating thereto, all of which are merged therein. The Parties acknowledge the recitals are accurate, complete, and incorporated herein. No amendment of this Agreement will be binding unless in writing and signed by the Parties. This Agreement will be governed by and interpreted in accordance with the laws of the State of California. The Parties may record a notice making reference to the existence of this Agreement in the official records of Napa County.

b. Severability - If any provision of this Agreement or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions thereof, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

c. Successors - The covenants, representations, terms, conditions, and restrictions of this AGREEMENT shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors and assigns, and shall continue as covenants and servitudes running in perpetuity with the Property.

d. Future Conveyance - Each Party shall give written notice to the other Party of an anticipated transfer of its interest in the Property at least thirty (30) days prior to the date of such transfer. A Party's rights and obligations under this Agreement shall terminate upon a transfer or conveyance made in accordance with this paragraph of a Party's entire interest in this Agreement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

e. Notices - All notices required or authorized by this AGREEMENT shall be in writing and shall be delivered in person or by deposit in U.S. Mail, by certified mail, postage prepaid or return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following date of deposit, whichever is earlier. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this Paragraph.

TO DISTRICT: General Manager
Napa County Regional Park and Open Space District
1195 Third Street, Room 210
Napa, CA 94559-3082

TO CITY: City Manager
City of American Canyon
4381 Broadway Street, Ste. 201
American Canyon, CA 94503

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

NCRPOSD:

CITY:

Dave Finigan, President, Board of Directors

Richard J. Ramirez, City Manager

Date: _____

Date: _____

ATTEST:

NCRPOSD Secretary

City Clerk

APPROVED AS TO FORM:

District Counsel

City Attorney

Exhibit A
Description of Trail Corridor

Exhibit B Operations and Management Plan

A. Project Sponsor

City of American Canyon
4381 Broadway Street, Ste. 201
American Canyon, CA 94503

Contact: Randy Davis, Parks and Community Services Director 707-647-4568
Project Construction Coordinator: Cynthia Ripley, Capital Projects Coordinator,
707-647-4331

Trail Steward: City of American Canyon Employee or Napa County Regional Parks and
Open Space District Employee

Volunteer Coordinator: Member, Open Space Advisory Committee

B. Interested Parties

1. City of American Canyon
4381 Broadway Street
American Canyon, CA 94503
Contact: Randy Davis, Park and Community Services Director

2. Napa Vallejo Waste Management Authority
1195 Third Street, Room 101
Napa, CA 94559-3082
Contact: Trent Cave, Manager

3. Napa County Regional Park and Open Space District
1195 Third Street, Room 210
Napa, California 94559

C. Project Location

The Napa River Loop Trail is situated as shown on Exhibit A, Parcel Nos. 0580-200-12 and 0580-500-42.

D. Introduction

The City of American Canyon and the NVWMA have agreed to construct and maintain a public access trail on the loop road around the Landfill. A formal agreement has been executed by the NVWMA and the City identifying the parties' rights and responsibilities. The American Canyon Napa River Trail – River Wetlands Loop is designated as a non-motorized, recreational foot, bicycle, and equestrian trail.

E. Purpose of the Operations and Management Plan

The Operations and Management Plan (OMP), required by the trail easement, will endeavor to design, construct, and maintain the trail in a manner consistent with the Zoning Code of the County of Napa, which seeks to minimize adverse impacts on habitat and watershed and promote safe use.

F. Trail Construction Co-coordinator Responsibilities

1. Overseeing all facets of new trail construction
Interacting with Contractors and appropriate Agencies to ensure that safety, signage, compliance, and other agreements are adhered to during construction
2. Overseeing trail maintenance and patrol
3. Coordinating with Volunteer Coordinator to recruit volunteer efforts to perform trail construction and maintenance
4. Prior to construction, submitting a Fire Safety Plan and Contractor Safety Plan to appropriate agencies

G. Trail construction will not commence until the following steps are taken:

1. Authority has reviewed the Trail Construction Documents
2. Operations and Management Plan has been reviewed by all interested parties
3. The trail agreement has been signed
4. The combined Fire Safety and Trail Safety Plan is filed and approved by all interested parties
5. Trail construction personnel will have all the necessary bonds and insurance
6. The trail construction personnel will follow the route flagged according to the construction documents and will stay within the approved corridor as shown on Exhibit A ??
7. City Inspectors will oversee the contractor
8. The American Canyon Sanitary Landfill Post Closure Plan has been amended to the satisfaction of the California Integrated Waste Management Board.

H. Volunteers

1. Volunteers will work only on projects that are appropriate for their skill level
2. Volunteers will be supervised directly by the City and contractor
3. Volunteers will be provided tools and given safety instruction
4. Volunteers will be covered under City insurance

I. Fire Safety Plan - The Fire Safety Plan will address:

1. Procedures for reporting a fire

2. Personnel procedures
3. Fire safety equipment contractor will have on site, e.g. Nomex, fire tents, etc.
4. Procedures to be taken on 'red flag days' (days of extreme fire danger)
5. Procedures to ensure that all power equipment is fire safe
6. Training to be given contractor's employees regarding fire safety

J. Signage Plan

1. The Trail shall have trail signage consistent with the remainder of the American Canyon Napa River Trail System.
2. City will be responsible for preparing and installing signage

K. Use Regulations

The Napa River Loop Trail regulations will be based on City of American Canyon Park Department and Napa County Regional Park and Open Space District park use regulations and will be as follows:

1. Open Sunrise to Sunset Only
2. Observe and follow all trail signs
3. Stay on mapped trails
4. Pets on leash at all times
5. No smoking
6. No open fires
7. No firearms
8. Do not pick wildflowers nor disturb or remove wildlife plants or trees
9. Do not litter
10. Leave gates as you find them
11. Fishing permitted at designated sites
12. Kayak Landing permitted at designated beach only.

L. Special Equestrian/Mountain Bike Use Regulations

1. Pedestrians and Bikes yield to horses.
2. Use caution when approaching or overtaking another recreationist, and make your presence known well in advance
3. Maintain control of your animal/ speed at all times
4. Wear a helmet when riding
5. Do not disturb wildlife or livestock (grazing goats)

M. Trail Patrols

The Trail Steward will patrol the trail twice per month for the first six months after trail construction is complete to monitor use and the performance of the new trail. After six months, the Trail Steward will patrol the trail an average of once a month, supplemented by volunteer patrols.

N. Volunteer Patrol Responsibilities:

City will oversee recruitment of volunteers. Napa County Regional Park and Open Space District will provide initial training of volunteers to perform patrol duties; City will manage volunteers and reporting of trail conditions by volunteers.

- 1. Monitor trail conditions
- 2. Inspect trail sign conditions and visibility
- 3. Remove and pack out litter, animal waste
- 4. Inspect fencing for safety Eucalyptus Road
- 5. Remove graffiti
- 6. Volunteer Training will include:
 - Inspecting trail structures
 - General repair of trail
 - Sign and fence maintenance
 - Identifying potential hazards to public safety and procedures for advising City
 - City may request that the landowner repair wear and tear on the trail and facilities arising from maintenance use of the trail corridors, per the trail easement agreement.

O. Trail Closure

The Napa River Trail is intended as a four-season trail, for public visitor use throughout the year. However, due to weather, fire, other emergency conditions or maintenance procedures which threaten public health and safety or other adverse conditions, the City or NVWMA may enact temporary closures to public use. Trail closures will be posted at Wetlands View Area trailhead.

P. Trespass

If trespass occurs from the trail corridor into neighboring properties, the City, working with NVWMA as appropriate, will employ reasonable and appropriate measures to deter trespass, including installation of additional signage, fencing, or rehabilitation of any resulting short cuts or breach of the fences onto the landfill slope.

NVWMA:

CITY:

Trent Cave, Manager

Richard J. Ramirez, City Manager

Date: _____

Date: _____



Napa County Regional Park
and Open Space District

STAFF REPORT

Date: July 13, 2009

Agenda Item: 4.C

Subject: Consideration of and potential approval of project description for Use Permit application for Moore Creek and Lake Hennessey

Recommendation

Discuss, amend as appropriate, and approve the attached project description for purposes of preparing CEQA review and Use Permit application.

Background

Over the past 11 months District staff has (1) held one formal design charette with a diverse group of recreation advocates, environmental experts, neighbors and potential partner organizations, (2) worked with volunteer experts to prepare baseline natural resource data, (3) determined repair and improvement needs for existing facilities, (4) identified desirable new improvements, and (5) considered future operational parameters. The summary results from this work is attached.

The project description approved by the Board will be used as the starting point for California Environmental Quality Act review and the District's application to Napa County for a Use Permit for Moore Creek Park.

Moore Creek Park

Proposed Uses

- **Hiking.** Allowed on all trails, year-round, except when park is closed due to high fire hazard or excessively wet trails.
- **Mountain bicycling.** Allowed on Canyon Trail, Lake Hennessey Connector Trail, Lake Hennessey Upland Trail, and Lake Hennessey Shoreline Trail, and if terrain permits, on the Ridge Trail (southeastern upland trail) and Madrone Trail (northwestern upland trail), except when park is closed due to high fire hazard or excessively wet trails.
- **Horseback riding.** Same as for mountain bicycling.
- **Nature observation and study.** Same as for hiking.
- **Camping for individuals and small groups.** Up to 10 tent cabins and maximum occupancy of 40 people, located in the general vicinity of the existing ranch house.
- **Group camping.** For groups of up to 40 staying in tents.
- **Shuttle for campers.** Service shuttle to transport equipment, supplies and personal belongings of campers from staging area to tent cabins.
- **Retail sales for park users.** Sale of speciality items such as firewood, mosquito repellent, snacks, food supplies and park-related publications and materials.
- **Hand-launch boating.** Kayaking and canoeing are currently allowed at Lake Hennessey utilizing a boat launch on the south shore of the lake. Rental of kayaks and canoes to campers, for use on Lake Hennessey, is proposed as part of the retail sales operation. This avoids the need for campers to drive into town to rent such watercraft.
- **Other low-impact outdoor recreation.** Horseshoes, bocci ball, badminton, croquet, and swimming, located in the common area at the ranch house. Disc golf, geocaching and similar low impact, open space-based activities may also be allowed.
- **Volunteer events.** Up to two (typically weekend) events per month with overnight stay at the ranch house to work on park improvement, restoration and maintenance projects. Up to two major volunteer events per year (with up to 100 people per event and 2-3 days per event) to work on park improvements, restoration and maintenance projects.

Proposed Facilities

- **Canyon Trail.** (2.8 miles) Utilizes existing dirt road, except that two of the seven creek crossings will be removed through the construction of a new bypass trail.
- **Ridge Trail** (southeastern upland trail) (2.1 miles) A new single-track trail that together with the southern portion of the Canyon Trail creates a 3 mile loop trail.
- **Madrone Trail** (northwestern upland trail) (1.5 miles) A new single-track trail that together with the northern portion of the Canyon Trail creates a 3.5 mile loop trail.
- **Lake Hennessey Connector Trail.** (0.35 miles) Connects from the staging area to existing Lake Hennessey Upland Trail, through construction of a new segment of trail, including a new crossing of Moore Creek next to the staging area. Any potential adverse impacts from the new creek crossing will be more than offset through the elimination of two creek crossings on the Canyon trail, plus new fencing and changes to the cattle grazing regime to eliminate cattle impacts to 2.5 miles of Moore Creek.
- **Lake Hennessey Upland Trail** (2.73 miles) Utilizes existing dirt and gravel City service road.
- **Lake Hennessey Shoreline Trail** (3.67 miles) Utilizes existing City service road. About half of this distance is already open to the public.

- **Lake Hennessey Vista Trail.** (1.86 miles) A new single-track trail to be constructed as part of a future phase two, when funding permits.
- **Staging Area.** Located approximately ¼ mile from Chiles/Pope Valley Road, the staging area can accommodate up to 8 horse trailers and 27 regular-sized vehicles. The general public will not be permitted to drive beyond the staging area. The first 250 feet of the driveway from Chiles/Pope Valley Road will be paved with asphalt, while the remainder of the driveway to the staging area, and the staging area itself, will be surfaced with gravel. A restroom will be located at the staging area for use by park users.
- **Tent Cabins.** Up to 10 tent cabins will be located in the general vicinity of the existing ranch house, approximately 1 mile from the staging area. Each tent cabin will include a covered area, an open deck area, beds, cooking equipment, table and chairs, chiminea, recycling and composting equipment, water spigot and wash basin. The tent cabins will share a common shower/restroom facility. Campers will bring their own bedding, food and personal belongings. Tent cabins will be open for general use between April and October of each year, although public use may be further restricted in response to extreme fire hazard or wet weather conditions. A shuttle will be operated during the time the tent cabins are in use, to transport campers' equipment and supplies, as well as campers who are not physically able to travel under their own power from the staging area to the camping area. Shuttle frequency will vary from two round trips when usage is low, but may increase to several round trips per day during the peak season and on weekends. All camping will be by advance reservation only, using an on-line reservation system.
- **Group Camping.** A group camping area will be provided on the knoll approximately 1/3 mile to the east of the ranch house. It will include 5 picnic tables, 5 wood burning camp stoves, 1 campfire circle, and tent sites for up to 40 people. Water spigots will be provided is a practical water source can be developed.
- **Nature exhibits and displays.** Portable nature exhibits and displays are planned for the common area next to the Ranch House.
- **Seasonal store.** Retail sales that support the camping and other recreational use of the park will be located in the common area by the ranch house, through a combination of converting part of one of the existing buildings and/or the carport at the ranch house, and using a seasonally-installed temporary shelter.
- **Common Area Recreational Facilities.** The common area around the ranch house already includes a swimming pool, croquet and badminton court, horseshoe court, campfire circle and picnic area. In addition to these facilities, a bocci ball court is proposed next to the croquet and badminton court. The swimming pool was constructed as a residential pool, and as such does not meet public pool health and safety requirements. If funding is available, the pool will be upgraded to meet public pool standards; otherwise, use of the pool will be restricted to the caretaker/concessionaire who occupies the ranch house, as well as invitees of the caretaker including friends and park volunteers.
- **Ranch House.** Ranch house to be occupied approximately 8 months of each year (March 15th – October 15th) by a caretaker/concessionaire responsible for managing the tent cabins, shuttle, common area recreational facilities, and public showers/restroom. The concessionaire will receive compensation in the form of free housing and a share of revenues from the tent cabins and any retail sales. When not occupied by the caretaker/concessionaire, the ranch house will be used by volunteers working on the park; during this time, the common area recreational facilities will be closed to the general public.

- **Gate House.** Gate house to be occupied year-round by a caretaker, responsible for opening and closing the entrance gate, monitoring use of the staging area, and potentially partnering with the ranch house concessionaire on maintaining the tent cabins, shuttle and common area facilities. The gate house caretaker will receive compensation in the form of reduced rent.
- **Signage.** Includes park entrance sign on Chiles/Pope Valley Road, information kiosk at the staging area, educational signage related to sustainability and carbon offsets, and directional signage at all trailheads and junctions.

Other Notable Features

- **Sustainability.** Every aspect of construction and operation of the park will be designed to be sustainable in terms of resource and energy consumption and generation of pollutants. Examples include (a) entrance informational display about climate change that encourages each user to make a donation to offset their carbon footprint from use of the park, with revenues raised used to install energy conservation improvements and equipment and generate solar power; (b) minimization of vehicular traffic within the park as much as practical, (c) emphasis on zero waste generation, and full recycling and composting for all users, especially campers, (d) use of composting toilets, and (e) use of water conservation strategies.
- **Wildfire hazard.** Park activities will be limited as appropriate, up to and including full park closure, as needed during periods of extreme wildfire hazard. In addition, open fires will not be allowed at any time, except in carefully designed group campfire circles (one at the ranch house common area, and one at the group camp). Cooking at the tent cabins will be limited to using propane camp stoves, and heating will only be allowed in chimineas (non-flammable base, wire screen sides, enclosed chimney with top screen).
- **Wet weather.** Trails will be closed as needed during and after rainstorms to prevent soil erosion and damage to trails.
- **Dogs.** No dogs will be allowed in Moore Creek park except those belonging to the caretakers at the Gate House and Ranch House, and either on leash or in a fenced area.
- **Hunting and shooting.** No sport hunting or target shooting will be allowed.
- **Grazing.** Seasonal cattle grazing will be allowed in the portion of the property south of the ranch house, with the duration and intensity to be based on a grazing management plan to be developed with assistance from the Natural Resource Conservation Service.
- **Fencing.** The entire perimeter of the park is already or will be fenced with 4-strand barbed wire fencing. In addition, if grant funding can be obtained, approximately one-half mile of new fencing heading up the canyon from the staging area will be installed to prevent cattle from getting into the creek and impacting water quality.



Napa County Regional Park
and Open Space District

STAFF REPORT

Date: November 9, 2009
Agenda Item: 4.D
Subject: Consideration of Formation of District Board Ad Hoc Committee on development of new agreement with Napa County on use of County Special Projects Fund for District operations and projects.

Recommendation

Approve formation of District Ad Hoc Committee on Development of New Agreement with Napa County on allocation and use of County Special Project funds for Districts operations and projects and select two board members to serve on this committee.

Background

The District is currently operating under a three-year policy and agreement with Napa County that provides for the funding of District operations and special projects through the County's Special Projects Fund. This fund is derived from the increase in the Transient Occupancy Tax (TOT) approved by the voters in 2004. Under the Board's policy adopted in July, 2007, 60% of the Special Projects Fund, plus any unspent remainder each year after other specified amounts are granted for the arts and visitor services, is to be used for park and open space purposes.

In fiscal year 2007-8 this was approximately \$600,000 which was divided between District operations and park and open space projects. In fiscal year 2008-9 the District received \$ \$441,015 from this fund (of which \$333,785 was for operations) and in fiscal year 2009-10 the District is budgetted to receive \$734,054 (of which \$366,930 is scheduled for operations). Of the amount reserved for capital projects, the policy also calls for setting aside \$200,000 per year for the future acquisition of Skyline Park.

This three year agreement will expire on July 1, 2010. Prior to this time it will be necessary to development a revised or extended agreement with the County for the use of County Special Project Funds for District operations and projects. Issues such as the agreement term, amount of funds allocated, flexibility in the District's use of funds allocated by the County and other issues will need to be clarified during this process.

In anticipation of the need for the County to evaluate its policies related to the Special Projects Fund, Board President Finigan and Vice President Abrmowicz have scheduled a meeting with the County's Director of Community and Intergovernmental Affairs Larry Florin, to introduce the District's operations with him and to review the County's anticipated process for reviewing the

allocation of Special Project funds and updating with agreement with the District for next fiscal year.

Due to the importance of this funding to the District it is proposed that a special ad hoc committee of two Board members be formed to work with the District General Manager in the development of a new or extended agreement with the County on the allocation and use of County Special Project Funds for the District.



Napa County Regional Park
and Open Space District

STAFF REPORT

Date: November 9, 2009
 Agenda Item: 4.E.
 Subject: Receipt of report on expenditures, encumbrances, donations and grants approved by the General Manager

Recommendation

Receive the report.

Background

Section III.A (7) authorizes the General Manager to bind the district for supplies, materials, labor and other valuable consideration, in accordance with board policy and the adopted District budget, up to \$10,000 for non-construction purposes and up to \$25,000 for construction purposes, provided that all such expenditures are subsequently reported to the Board of Directors. Section III.A(8) of the By-Laws authorizes the General Manager to apply for grants and receive donations, subject to reporting such actions to the Board of Directors.

Pursuant to this authorization, the following information is provided to the Board.

Date Purpose Source / Recipient Amount

10/7/2009	Travel reimbursement	JOHN WOODBURY	\$46.75
10/26/2009	Moore Creek materials reimbursement	JOHN WOODBURY	\$500.56
10/7/2009	Travel reimbursement—Moore Creek	JOHN WOODBURY	\$46.20

Plan of Projects

Status Report for November 9, 2009

<u>Name of Project</u>	<u>Description</u>	<u>Status</u>
Bay Area Ridge Trail Realignment	Amendment to the proposed alignment of the Bay Area Ridge Trail extend north to the Oat Hill Mine Trail	Ridge Trail Board has approved evaluating the amended alignment. District staff is working with the Ridge Trail and other partners to prepare the evaluation.
Bay/River Trail -- American Canyon to Napa	An 8+ mile recreational trail between the cities of American Canyon and Napa generally following the Napa River and interior levees of associated wetlands.	Feasibility study completed. Phase one (American Canyon to Green Island Rd) CEQA review and Use Permit done. A \$1,032,300 grant from the California River Parkway Grant Program was frozen in Dec 2008 due to the State budget crisis, it was partially unfrozen on 7/1/09, and <u>staff is now close to finalizing the funding agreement.</u> The City of American Canyon and the Waste Management Authority are scheduled in <u>November</u> to approve an agreement for the trail around the closed landfill; the District's agreement with the City for this section of trail will be completed immediately thereafter. The District-DFG MOU for the phase one trail has received its initial review by DFG, and is now with DFG legal staff for review. Questa is preparing the PUC permit application for a public crossing of the SMART tracks. DFG has agreed, subject to the findings of further environmental review, to allow the trail to run along the eastern edge of Fagan Marsh. Staff is continuing to work on permits for the section of trail between the Napa Pipe project and Napa Sanitation District property; <u>conceptual approvals have been obtained from the City of Napa and t</u>
Berryessa Estates	Acquire 160 acres next to Berryessa Estates from BLM at no fee through their Recreation and Public Purpose Act procedure. Would serve as a wilderness park for local residents eventually be the northern trailhead for a trail between Berryess Estates and Pope Canyon.	CDF and the Pope Valley Volunteer Fire Department have added a proposal to construct a fire substation on a corner of the property. CDF has indicated its crews will most likely be available to clear brush for a combined firebreak and trail. A community meeting with about two dozen attendees was held March 10, 2009 at the Pope Valley Farm Center to get input from and determine level of support in the community. The draft R&PP application to BLM has been submitted. The District has completed the donation to the District of a small, 0.2 acre property that provides critical access to the northeast corner of the property.
Berryessa Vista	Planning and stewardship of this 224 acre wilderness park.	Volunteers working with the District have completed detailed GIS mapping showing all existing roads, creek crossings, vista points and potential campsites. Continuing damage by off-road vehicles trespassing on the property was noted. No further work is anticipated until Lake Berryessa Trail planning is completed by Berryessa Trails and Conservation.
Blue Ridge/Berryess Peak Trail	Obtain right of way and construct trail to provide public access to extensive federal lands on Blue Ridge and to Berryessa Peak	Obtained donated trail easement from the Ahmann family to close gaps between existing public lands on Blue Ridge. Undertook a reconnaissance of the trail route in December 2008. Based on this reconnaissance, a revised easement description was drafted, approved by the landowner and recorded. Botanical surveys field work needed for CEQA review is complete. <u>At proposed negative declaration has been released for public comment, and the Use Permit hearing is scheduled for December 2, 2009.</u>
Camp Berryessa	Redevelopment of former Boy Scout Camp into a group/environmental education camp.	MOU with Bureau of Reclamation has been approved by BOR and by the District granting District an 18 month period to develop a plan for the camp. BOR has completed its cultural survey of the site, and Questa has finished soil testing field work and the preliminary draft feasibility report, which has been reviewed by the District and BOR. The final feasibility study and preliminary engineering report should be completed before the end of 2009. <u>The District has prepared a draft license agreement, which is now under review by BOR.</u>
District Non-profit Foundation	Organize a non-profit foundation to raise funds for District projects	The District Board has approved the goals, objectives and basic structure for a non-profit foundation to assist the District with fundraising. Board members are contacting potential future members of the foundation governing board.
Lake Hennessey North Shore Trails	Would open up several miles of existing dirt access road, and construct approximately 1 mile of new single track trail, into a loop trail system on the north side of Lake Hennessey, and connecting to the planned Moore Creek Open Space Park trail system.	This project is being combined with the Milliken Ridge Trail project for purposes of seeking City of Napa approvals to construct and operate trails on their property. <u>A presentation before the Napa City Council is scheduled for November 3, 2009.</u>
Milliken Reservoir Trails and Picnic Area	Would construct approximately 3 miles of Bay Area Ridge Trail plus additional feeder and loop trails, along with a staging and picnic area	The feasibility study has been completed, and accepted by the Board of Directors. After review by City of Napa staff, the proposal has been modified, and a presentation before the Napa City Council is scheduled for <u>November 3, 2009.</u> Staff is continuing to meet with property owners to the north of the Milliken property to discuss potential extensions of the trail to the north and northwest.

Moore Creek Open Space Park Development

Development of open space park on 673 acres acquired by the District adjacent to City of Napa watershed lands at Lake Hennessey to protect habitat, provide recreational trails, and overnight camping facilities.

Escrow closed on December 24, 2008. An initial planning charette with community experts was held February 28 and 41 people attended. Improvements to the rental house and main ranch house on the property are in process. A joint V-O-CAL volunteer weekend took place May 15-17; over 90 volunteers rerouted most of a section of the existing road/trail to remove it from the streambed. V-O-CAL held a two day crew leader training session at the ranch house in March with about 20 volunteers. The County Road Crew has provided some excess gravelly soil to fill low spots in the existing access road, and will do more in the future. The gatehouse well has been drilled, and pump installation is out to bid; the ranch house well drilling is underway. An agreement for surveying the boundary between the District property and adjacent private property to the east has been signed, and the surveying is underway. Volunteers demolished a large old shed in early September, constructed a new boundary/pool fence at the ranch house in October, and is scheduled to do creek bank restoration in November.

Napa River Ecological Reserve Restoration

Remove invasive plants and restore native vegetation in the entryway meadow, replace damaged signage and information panels, restore the interior trail and interpretive elements, and if feasible install a seasonal bridge.

The Coastal Conservancy has approved a \$100,000 grant for restoration, environmental education and signage. CEQA review is complete, the grant contract has been signed and the District's partners on the project have met to review approaches and roles. However, the grant was frozen in December 2008 due to the State budget crisis; while the funding has now been partially unfrozen, staff is now redefining the project to fit a reduced budget. Audubon has obtained a small grant which will help the District work with volunteers to do some invasive plant removal on the northeast side of the river.

Oat Hill Mine Trail

Grand opening to the Oat Hill Mine Trail with weekend of signage installation, brush removal and erosion control

A major volunteer work party weekend took place May 16-18, 2008, and the trail was then formally opened. A second group of 18 volunteers in November 2008 spent a day doing additional erosion control work. The judge hearing the legal challenge to the trail in December 2008 denied the substance of the issues raised by the plaintiff. The plaintiff in late April 2009 selected new legal counsel to represent him; this is now the third legal counsel he has used on this case. The court case is now scheduled to be heard in late November of 2009. The District in 2008 applied to BLM for a non-fee transfer to the District of a 40 acre parcel at Maple Springs on the Oat Hill Mine Trail.

Rector Ridge/Stags Leap Ridge Trail

Construction of staging area and 6+ miles of Ridge Trail climbing east from Silverado Trail near Rector Creek.

CEQA on this project was completed several years ago--though minor updating will be required due to the passage of time. The project concept has been approved by the District Board, and is being positively viewed by the Veterans Home administration. District and Veterans Home staff met on June 30, 2009 to develop a strategy to allow the project to go forward, and are now working to implement this strategy.

River to Ridge Trail

Lot line adjustment to legalize River to Ridge Trail as constructed (it currently encroaches on private property in two locations), and improvements to the Highway 221 entrance to the trail.

Lot line adjustment approved by Syar Properties. However, the California Department of General Services decided it cannot do a lot line adjustment without legislative authorization; County-sponsored legislation carried by Assemblymember Evans to grant the necessary authority was approved by the legislature but vetoed by the Governor. A new information kiosk was installed at the entrance in December 2008 as part of a Boy Scout project. Several Live Oak seedlings have been planted at the entrance to improve its appearance. A volunteer team to do trail work here and elsewhere has been jointly formed by District and Skyline Park Association staff.

Skyline Park Protection

Permanent Protection for Skyline Park

Three past legislative efforts to authorize sale to the County failed due to unrelated disagreements between the state legislature and administration. Separately, the County in September 2009 approved a new park overlay zone and an updated Master Plan for Skyline Park.

Skyline Park Improvements

Partner-sponsored improvement include a second greenhouse and a covered equestrian arena.

The proposals for a second greenhouse and a covered arena were approved by the Department of General Services and by the County Board of Supervisors. The sponsors of these projects are now raising funds for implementation. County staff and the Association Board are beginning discussions regarding the next five year plan of capital improvements at the park.

South Napa Wetlands Habitat Area

Transfer to the District those wetlands owned by the Napa County flood control district between the Napa River, Highway 29 and Newport Drive for use as habitat and nature-based recreation.

Transfer approved in concept by the flood control district. Staff led a tour of the property on May 22, 2008 in conjunction with the Napa County Watershed Symposium to discuss options and constraints at the site related to public use and environmental education. The District sponsored a workshop with high school science teachers in October to discuss ways to use the site for educational purposes. Park District staff has prepared the first draft of a transfer agreement, and is now reviewing Flood District files to identify any restrictions and commitments that will pass of to the Park District along with the property transfer. Flood District and Park District staff met with the President of the Yacht Club in early May to discuss access issues and future possible uses for the property.

Vallejo Lakes	Possible purchase of 1100 acres of surplus Vallejo Water District lands, of which 200 acres are located in Napa County	Staff-level discussions between the District, the Land Trust of Napa County, the County of Solano and the Solano Land Trust indicate a common desire to work together to purchase this property adjacent to Skyline Park. The City Council of the City of Vallejo has officially authorized staff to pursue surplus of the property. District staff and our partners are continuing to research issues related to the property, including potential public access locations, potential trail alignments, and easements and other encumbrances which affect the property. The State Coastal Conservancy has indicated an interest in assisting with the funding necessary to purchase the property. We are now waiting for the City to complete title research for the property so that an appraisal can be prepared. The surplus process has slowed down due to new discussions between the City and residents of Green Valley over overall water supply arrangements.
Vine Trail	A Class I bicycle/pedestrian path extending from Calistoga to the Vallejo Ferry Terminal	The District has entered into an MOU with the Vine Trail Coalition to provide assistance as requested by the Coalition in receiving funds, preparing plans and environmental documents, constructing and operating the trail. The District on May 1st submitted a request to Congressman Thompson to include the Vine Trail as an authorized project within the next federal surface transportation program. A similar request was submitted to Senators Feinstein and Boxer in July 2009. <u>Representatives from the District, the Bay Area Ridge Trail, the San Francisco Bay Trail and the Land Trust of Napa County met to coordinate efforts where the three regional trails overlap.</u>
Wild Lake Ranch	Possible joint management of trails, camping and picnic areas through agreement between the Land Trust, the District and State Parks	The District is participating in the development of a strategic plan for the property, together with other public lands in the area, that is being led by the Land Trust of Napa County. The advisory committee has met once, and completed a field trip to inspect the property. The planning process was put on hold due to the freeze in the state bond-funded grant; however, the freeze was mostly lifted in August and the planning process is restarting.

Completed Projects**Berryessa Vista Acquisition**

Purchase of 224 acres from the Land Trust of Napa County for use as a public park completed in early 2008 using State Prop 12 funds.

Connolly Ranch

Construction of patio, restrooms and cooking facilities completed in 2008 using State Prop 12 funds.

Linda Falls

Conservation easement accepted in spring 2008 from Land Trust of Napa County to provide additional protection for this 39 acre property, which is owned by the land trust

Master Plan Development

The Master Plan for 2008-2013 was approved in January 2009

Moore Creek Open Space Park

Acquisition of 673 acres in the Moore Creek Watershed completed in December 2008. Trail reroute to remove two stream crossings mostly completed in May 2009. New heater installed in gatehouse in

Napa River Ecological Reserve

Parking area paved, and rock barrier installed to control vehicular access in 2007. Trash enclosure constructed and entry signs restored by volunteers in 2008. Deteriorated kiosk removed in 2008. The District in July 2008 assumed the County's role in managing the preserve under the joint management agreement with DFG. A new maintenance contract with the non-profit organization Options 3 was started in January 2009. The old deteriorated information kiosk, which had become a serious eyesore, was removed in November 2008.

Napa River Flood Control Easement

Conservation easement accepted by District in 2007 to facilitate Flood District project and grant funding

Newell Preserve Improvements

Provide on-site water supply for group campground and so cattle can be restricted from access to riparian areas.

As part of the arrangement with the land trust on the District's purchase of Berryessa Vista, the land trust was willing to use some of the proceeds from the transaction to fund a well pump and distribution system at the Preserve. However, the first well drilled by the City of American Canyon came up dry. The City has dropped plans for digging any more test wells.

River to Ridge Trail Enhancements

Installation of animal silhouettes along the entryway fence illustrating the types of birds and mammals that can be found in the area completed by Eagle Scout candidate in 2008. In November 2008 five Valley Oak trees were planted at the Highway 221 entrance to the trail with the assistance of a volunteer from CNPS.

Skyline Park Improvements Phase I

Erosion control work on Lake Marie Road, and paving of campground loop road, completed in 2007 using State Prop 12 funds.