



**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 REGULAR MEETING**

**Monday, August 13<sup>th</sup>, 2012 at 2:00 P.M.**

1195 Third Street, Third Floor, Napa, Calif. 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 your 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 Directors 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 NCRPOSD Office at 1195 Third Street, Suite 210, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 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 §§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

None.

## 4. Administrative Items

- a. Consideration and potential approval of Minutes of the Board of Directors regular meeting of July 9, 2012.
- b. Consideration of and potential authorization for Board President to sign an agreement with the City of Napa, concerning District management of public recreational access to City-owned lands surrounding Lake Hennessey.
- c. Update on the operation and management of Bothe-Napa Valley Park and the Bale Grist Mill Historic Park (oral report).
- d. Update on State Parks surplus funds and discussion of possible District advocacy, including approval for the Board President to draft and distribute letters on District letterhead, in support of the dedication of a portion of the discovered State monies to projects and/or the maintenance and operation of Bothe-Napa Valley Park and Bale Grist Mill Historic Park.
- e. Consideration and potential approval of an amendment to Agreement 10-12 with Delta Consulting to increase the total not-to-exceed amount to \$21,979 for engineering and design work at Moore Creek Park.
- f. Consideration of and potential authorization for Board President to sign a five year termed grant agreement with the County of Napa, covering fiscal years 2012-13 to 2016-17.
- g. Consideration of and potential approval of amendments to District By-laws, allowing the Board President to temporarily delegate certain responsibilities of the General Manager to other staff members in the event of the General Manager's temporary absence or incapacity and making additional, minor, formatting amendments.
- h. Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff, and standing approval of ongoing expenses at Bothe-Napa Valley Park.
- i. 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. Other than to determine whether and when such matters should be agendaized, no action will be taken by the Board on these items unless specifically noted otherwise.*

Next Regular Board Meeting: Monday, September 10<sup>th</sup>, 2012, 2:00 p.m.

## 7. Adjournment



**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*

## MINUTES

### BOARD OF DIRECTORS REGULAR MEETING

Monday July 9, 2012 2:00 P.M.  
1195 Third Street, Third Floor, Napa, CA 94559

1. Call to Order and Roll Call

Directors Present: Harold Kelly, Myrna Abramowicz, Guy Kay, Dave Finigan, and Tony Norris.  
Staff present: Chris Cahill, Chris Apallas, and Melissa Gray.  
John Woodbury was excused.

2. Public Comment

None.

3. Set Matters

None.

4. Administrative Matters

- a. Consideration and potential approval of minutes of the Regular Meeting of the Board of Directors of June 11, 2012, and Special Meeting of June 28, 2012.

June 11, 2012 Minutes were approved as presented.

GK-HK-MA-TN-DF

A

June 28, 2012 Minutes were approved as presented.

GK-HK-MA-DF-TN

- b. Consideration and potential approval of Amendment #3 to Agreement #07-01 with CJ Yip and Associates, to increase the total allowable annual compensation to \$80,000.

Directors voted to approve Amendment #3 to Agreement #07-01.

HK-MA-GK-DF-MA

- c. Update on status of work at Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park (oral report).

Chris Cahill gave the report. No action taken.

- d. Update on Plan Bay Area planning process and District comments.

Tony Norris updated the Board on the Plan Bay Area process and presented John Woodbury's July 2, 2012 CEQA comment letter. No action taken at this time.

e. Receipt of report on expenditures, encumbrances, donations and grants approved by the General Manager.

A. Review of the District Projects Status Report.

Chris Cahill gave the report, with discussions of Bay Area Ridge Trail Go North planning, potential new signage at the Blue Ridge Berryessa Peak Trail, well drilling efforts at Camp Berryessa, trail building at Moore Creek Park, and the status of a number of projects at Bothe Napa Valley Park.

4. Adjournment

Adjourned to the regular Park and Open Space District meeting of August 13, 2012.

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TONY NORRIS  
PRESIDENT

ATTEST:

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MELISSA GRAY  
DISTRICT SECRETARY

Key

Vote: HK = Harold Kelly; TN = Tony Norris; GK = Guy Kay; DF = David Finigan; MA = Myrna Abramowicz

The maker of the motion and second are reflected respectively in the order of the recorded vote.

Notations under vote: N = No; A = Abstain; X = Excused



Napa County Regional Park  
and Open Space District

## STAFF REPORT

Date: August 13, 2012  
Item: 4b  
Subject: Consideration of and potential authorization for Board President to sign an agreement with the City of Napa, concerning District management of public recreational access to City-owned lands surrounding Lake Hennessey.

### Recommendation

Authorize the Board President to sign the Lake Hennessey lease and operations agreement with the City of Napa.

### Environmental Determination

The Board of Directors adopted a CEQA mitigated negative declaration covering the creation of the Moore Creek and Lake Hennessey Units of Moore Creek Park on February 14, 2011. This approval falls within the scope of that action. As mitigated therein, the project has been determined not to have a significant effect on the environment.

### Background

On November 3, 2009 the Napa City Council agreed in principle to allow the NCRPOSD to improve and operate a non-motorized recreational trail system in the nearly 900 acres of City-owned watershed lands surrounding Lake Hennessey. This area, called the Lake Hennessey Unit, would operate in tandem with the District's adjacent 673 acre Moore Creek holdings as part of a combined Moore Creek Park.

The District Board approved a mitigated negative declaration addressing both the Lake Hennessey and Moore Creek Units in February 2011 and in March 2011 the Napa County Planning Commission approved a use permit for the Moore Creek Unit (the Lake Hennessey Unit, being City owned, is exempt from County zoning.)

City and District staffs have come to a final agreement on both the extent of improvements on City-owned property and standards for their operation. That agreement, which is now before the Board for review and approval, would allow the phased construction of trail improvements on the north shore of Lake Hennessey and would, over time, greatly increase recreational opportunities in the Lake Hennessey watershed.

In the short term, the subject agreement allows the District to construct a ½ mile connector trail from the Moore Creek Unit. It also requires the construction of new signage and fencing in the vicinity of the Lake Hennessey Shoreline Trail in order to protect water quality in what is a key City of Napa drinking water source. The agreement obligates the District to make horse diapers available to equestrian trail users and to increase our general liability insurance coverage from \$2 million to \$6 million per event. District staff has discussed the required liability coverage with our insurance broker and the additional annual cost is estimated to be less than \$5,000.

The proposed agreement gives the District the ability to construct additional trails as our budget and workload permit and puts in place an ongoing process for collaboratively managing water quality and recreational use with City of Napa staff.

Due to wet-season grading restrictions, no trail work will be possible in the Lake Hennessey Unit until next summer. As a result, District staff is targeting fall 2013 as an opening date for the Lake Hennessey North Shore trails.

**A LEASE AGREEMENT  
BETWEEN THE NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
AND THE CITY OF NAPA CONCERNING PUBLIC RECREATIONAL ACCESS TO  
CITY LANDS AT LAKE HENNESSEY**

**NAPA COUNTY REGIONAL PARK AND OPEN SPACE AGREEMENT No. \_\_\_\_\_**

**THIS LEASE AGREEMENT** ("Agreement"), entered into on \_\_\_\_\_, \_\_\_\_\_, is made by and between the City of Napa, a subdivision of the State of California ("City") and the Napa County Regional Park and Open Space District, a special district of the State of California ("District"), subject to the terms and conditions set forth below. City and District may be referred to collectively as the "Parties" and individually as a "Party".

**RECITALS**

A. City provides potable water to over 75,000 persons throughout Napa Valley. Lake Hennessey is the largest local municipal water supply source. City is the owner in fee of that certain real property containing approximately 970 acres, located in the County of Napa, State of California, which are portions of APN's 025-200-012 & -047, 025-440-019 & -033, 030-130-002 & -003 and 032-010-078, as depicted in Exhibit A, commonly known as the Lake Hennessey watershed and reservoir (the "Project Area"). In accordance with California State Law, water rates are to be used to fund the cost to provide water service. Revenues from the charges can only be used to provide water service. The protection of water source of supply is a priority for the City and an increase in the efforts required and or costs to manage the watershed as a result of the public's beneficial use of existing water division lands cannot be borne by the City.

B. District is a special district of the State of California, organized under section 5500 *et seq* of the California Public Resources Code for the purpose of protecting open space and natural resources, and providing public outdoor recreational opportunities.

C. The Project Area contains critical watershed area related to Lake Hennessey, which is a major part of the municipal water supply system for the City of Napa and service area outside City limits, and also provides extensive open space resources which can, if used with maintenance of appropriate buffer space and protections to watershed resources, increase the amount of available outdoor, nature-based recreational benefits for the residents of the City of Napa as well as other residents of and visitors to Napa County. The Parties wish to ensure that providing expanded public access to the Project Area will not jeopardize the water quality or watershed of the City's reservoir at Lake Hennessey, which is the primary water source of the City of Napa's water system at no net cost to water rate payers.

D. District desires to enter into a lease with the City to enable the District to construct, operate, and maintain non-motorized recreational trails within the Project Area, and City is willing to enter into a lease with the District to enable District to make, operate and



maintain these improvements for public use so long as District, and the increased public use of lands due to the construction and use by the public of District improvements, does not contribute to degradation of water quality in Lake Hennessey.

## **AGREEMENT**

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

### **1. Scope and Term of Agreement.**

a. Lease. City hereby grants and conveys to District a non-exclusive right to construct, use and operate public trails and related improvements (the “Improvements”) in the general locations depicted in Exhibit A and as more specifically described in the Development, Operations and Management Plan (“the Plan”) attached hereto as Exhibit “B” and incorporated herein by reference as provided in Paragraph 2, on the terms and conditions set forth herein.

b. Public Use. The purpose of this Agreement is allow use of the Project Area by the public for non-motorized recreational purposes, including pedestrians, mountain bicyclists, equestrians and dogs on leash, and other low intensity recreational uses compatible with the sensitive watershed values of the Project Area, to the extent and in the manner that such use is compatible with protection of natural resources including particularly the protection of water quality including prevention of erosion and sediment, organic and inorganic matter, pharmaceutical and personal care products (PCPPs) being introduced in Lake Hennessey. Motorized personal mobility equipment may only be allowed to the extent required by the Americans with Disabilities Act, or as needed by District staff and authorized representatives and contractors to construct, maintain and operate the Improvements. Public uses provided for by this Agreement may be restricted pursuant to the process described in Paragraph 2. Except as provided in Paragraph 1.(c.), the District shall have sole responsibility for the cost of designing, obtaining permits for, constructing, installing, and maintaining all Improvements.

c. City Use. City may use the Improvements as it sees fit. City shall be responsible, at its sole cost and expense, to ensure that any and all maintenance, repair and/or replacement deemed reasonably necessary by District which is caused by City’s use of the Improvements is performed promptly and in a manner agreed to by the Parties.

d. Term of Agreement. This Agreement shall commence on the date indicated above and shall run for a term of 25 years. This Agreement may be extended for additional periods if requested by the District, subject to the approval of the City.

### **2. Development and Operations of Improvements.**

a. Development, Operations and Management Plan. District shall develop, operate and administer the Improvements in accordance with the Plan. The Plan, and any proposed amendments thereto, shall be subject to review and approval by City as provided by this

Agreement. Before any trail or section of trail provided for in this Agreement is open to the public, all Improvements associated with that trail or section of trail necessary for the protection of natural resources, especially water quality, public safety and for clarification of access and restrictions including a prohibition on bodily contact with the water, shall be completed.

b. Development, Operations and Management Oversight. The Parties to this Agreement shall each designate a staff representative to review implementation of the Plan, to propose amendments to the Plan, and to resolve with the other party any problems with the Improvements or with public use of the Improvements which may arise. The City's representative must be familiar with emerging contaminants as well as pending water supply and potable water treatment regulations. The Parties' authorized representatives shall have the authority to perform all reviews and approvals provided for by this Agreement, including minor amendments to the Plan as provided by paragraph 2.(c.), except as provided by paragraph 3. for the resolution of disputes.

c. Plan Review and Approval. The Plan and any amendments thereto shall be subject to review and approval by City. The City shall either approve or disapprove the Plan and any proposed Plan amendments, in the City's reasonable discretion. City approval of the plan, and any proposed amendments thereto, shall be a condition precedent to the commencement of construction of any Improvement, or the implementation of any change in operations and management policies and practices as set forth in the Plan. In the event that the City disapproves of a proposed Plan amendment, then the City shall provide written detailed comments to the District explaining the deficiencies to the proposed Plan amendment and the necessary steps for the proposed Plan amendment to be acceptable to the City. Amendments to the Plan shall be processed as amendments to this Agreement in accordance with the requirements of Section 7.(b.). Minor amendments to the Plan may be approved by City administratively, without a need to amend this Agreement. Minor amendments to the Plan shall mean proposed amendments which do not propose new trail segments or significant new Improvements, which implement minor changes to operational management plans and policies which are consistent with the intent and spirit of this Agreement as set forth under Recital C. and Section 1.(b.), and which will not result in any new or significant adverse environmental effects beyond those analyzed by District in the adoption of the Mitigated Negative Declaration for the Project.

d. City uses the Project Area for the ongoing operation and maintenance of the Lake Hennessey Reservoir and the Lake Hennessey Water Treatment Plant and associated water transmission facilities and operations. City reserves the right to use the Project Area as needed to support water system operations and maintenance. District shall, at its sole cost and expense and without any claim of reimbursement or fee credit from City, remove or relocate any of the Improvements at City's request should such removal or relocation be deemed necessary by City for the ongoing maintenance and operation of City's water system facilities. In the event City determines that any of the Improvements must be removed or relocated, City shall so notify District and the Parties shall work cooperatively to agree upon a timeline for the removal or relocation of the Improvements. Any disagreements between the Parties regarding the removal or relocation of any Improvement, or the timeline for the removal or relocation of any Improvement, shall be settled in accordance with the requirements of Section 3.

e. District shall provide City with at least 10 days notice for the commencement of construction of any Improvements, and shall perform all construction in accordance with the requirements of the Plan.

f. City in its sole discretion monitors and determines the acceptability of ongoing monitoring and maintenance efforts as provided for under the Plan. If such efforts are not acceptable to City, the City may perform the maintenance work and bill the District time and materials including administrative costs, or hire additional staff to perform the work and bill all costs to the District, as provided in paragraph 3.(b.)

### **3. Resolution of Disputes and Termination.**

a. Good Faith Efforts to Resolve Disputes. The Parties shall make good faith efforts to promptly and directly resolve disputes or claims related to this Agreement. In the event of a dispute or claim related to the implementation of the Plan or this Agreement, City and District representatives shall meet and attempt to reach a resolution.

b. In the event that the good faith efforts by the Parties' authorized representatives are unable to resolve the dispute and City determines that District or any members of the public using the Improvements are using the Project Area in a manner inconsistent with the Plan or this Agreement, or allowing a use, activity or condition that violates any requirements of the Plan or this Agreement, the dispute shall be referred to the City Council for resolution. If the District fails to follow the decision of the City Council, the City shall provide District with written notice of such violation, and request corrective action sufficient to cure such violation. Where such violation involves injury or damage to the Project Area or affects the municipal water supply, and District is unable or unwilling to take corrective action to restore that portion of the Project Area so injured or damaged, or mitigate effects on municipal water supply, the City may perform the work at District's sole cost and expense. Such written notice shall not be required in the event of any actual or imminent physical harm to the Project Area or the Lake Hennessey Watershed caused by the District or the public using the Project Area pursuant to this Agreement, in which case City may perform any required repair, environmental remediation or maintenance work and bill the District time and materials, including administrative costs, or hire additional staff to perform the work and bill all costs to the District.

c. If District fails to cure the violation within ninety (90) days of receipt of notice thereof from City, or, under circumstances in which the violation cannot reasonably be cured within ninety (90) days, fails to commence curing such violation within the ninety (90) day period, or fails diligently to pursue curing such violation until cured, City may bring an action at law or in equity in a court of competent jurisdiction which seeks to enforce the terms of this Agreement and the Plan, to enjoin the violation, by temporary or permanent injunction, and seek to restore the Project Area to its condition prior to the violation.

d. Termination. If the Parties are unable to resolve a dispute as provided above, either Party may thereafter terminate this Agreement upon thirty (30) days written notice.

**4. Indemnification.** To the full extent permitted by law, District shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including District, in whole or in part, arising out of District's lease of the Project Area and construction, operation and maintenance of the Improvements,, including the activities of other persons employed or utilized by District in the performance of this Agreement (including design defects and regardless of City's approval, use or acceptance of any Improvement Plans submitted under the Plan) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of City. If the adjudicated or admitted sole negligence or willful misconduct of City has contributed to a loss, District shall not be obligated to indemnify City for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for District under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by District.

**5. Insurance.** District will maintain property damage and commercial liability insurance in commercially reasonable amount of \$1.8 million, name City as an additional insured and provide City with a certificate of insurance verifying the same prior to commencement of use hereunder. It is understood and agreed that District, as a public agency, may maintain self-insurance to supplement or in lieu of purchased property damage and liability insurance. Insurance must be sufficient to cover the loss of use of a minimum 6,000 acre feet of municipal water supply, estimated current value of \$300 per acre foot for a two-year period, longer or shorter, as could occur if a fire, caused by public use, occurs in the watershed and increases the organic nutrient loading of the reservoir, such that the existing treatment process is unable to treat the water to meet potable water compliance standards.

**6. Liens.** District shall keep the Property free and clear of any and all liens associated with its development, construction and maintenance of the Improvements.

**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. District may record a notice making reference to the existence of this Agreement in the official records of Napa County.

b. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

c. Authorizations. The General Manager or his designee for the District, and the City Manager or his designee for the City, is authorized to approve, execute and as needed record such documents as may be necessary to implement this Agreement, including but not limited to the Plan referred to herein, grant applications and agreements, and permits.

d. Interpretation; Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effectuate the intended purpose thereof. If any provision contained herein is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. This Agreement shall not be unenforceable by reason of lack of ownership by Grantee, or its successors or assigns, of benefited land, or the lack of benefit to particular land.

e. 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.

f. 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.

g. Existing Agreements; Future Conveyance. City represents that the grant of this lease does not conflict with any existing rights or interests of third parties, and that there are no agreements, rights or interests that affect or encumber the Property in any way which would impede the implementation of this Agreement excepting the primary interest of the City is to maintain the watershed in a manner that protects and preserves the City's municipal drinking water supply source. City agrees to disclose in writing the existence of this Agreement to any transferee of any interest in the Property, and to include reference thereto in any subsequent deed or other legal instrument by means of which City conveys any real property interest in the Property (including but not limited to a leasehold interest). 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.

h. Notice. Any notice required or permitted to be given under this Agreement shall be given to the Parties at the following addresses:

City  
General Manager  
Water Division --Dept of Public Works  
1340 Clay Street  
Napa, CA 94559

District  
General Manager  
Napa County Regional Park and Open Space District  
1195 Third Street, Room 210  
Napa, CA 94559

When personally delivered, notice is effective upon delivery. When delivered by a courier service, notice is effective upon delivery, if delivery is confirmed by the delivery service.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement the day and year first above written.

**CITY OF NAPA (“CITY”)**

**NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (“DISTRICT”)**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Type name and title)*

\_\_\_\_\_  
*(Type name and title)*

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Dorothy Roadman, City Clerk  
*(Type name and title)*

Melissa Gray, District Secretary

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM**  
Office of District Counsel  
By: *Chris R.Y. Apallas*  
Date: August 7, 2012

\_\_\_\_\_  
*(Signature)*

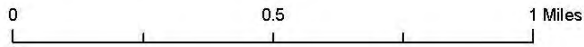
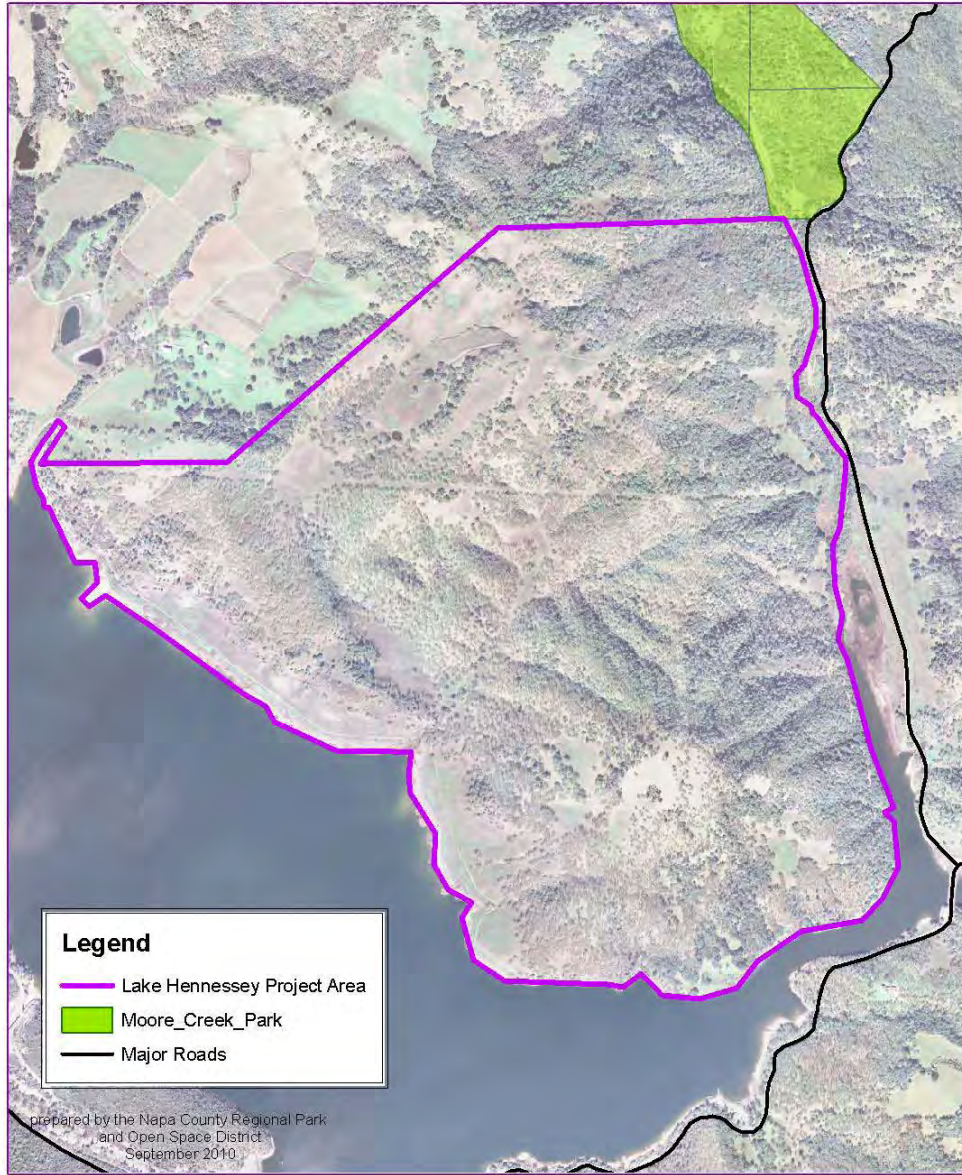
Michael W. Barrett, City Attorney  
*(Type name and title)*

**APPROVED BY THE NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT BOARD OF DIRECTORS**  
Date: \_\_\_\_\_  
Processed by: \_\_\_\_\_  
District Secretary

Budget Code: \_\_\_\_\_

Exhibit A

Project Area



Napa County Regional Park  
and Open Space District

# Exhibit B

## Development, Operations and Management Plan

A joint document of the  
Napa County Regional Park and Open Space District and the City of Napa  
regarding public use of City of Napa watershed property north of Lake Hennessey

### **Background**

The Napa County Regional Park and Open Space District (“District”), approved by the voters of Napa County in November 2006, is a countywide, independent special district formed pursuant to Section 5500 *et seq* of the State of California Public Resources Code. The District’s mission is to protect important open space lands within Napa County and their natural, cultural, historical and archeological resources, and provide for their appropriate enjoyment by the public. A related priority for the District is to partner with other public agencies and non-profit organizations in enhancing the stewardship and beneficial uses of existing public lands.

The City of Napa Public Works Water Division (“City”) provides potable water to over 75,000 persons throughout Napa Valley. Lake Hennessey is the largest local municipal water supply source. The City owns approximately 900 acres of watershed surrounding the aforementioned water supply. In accordance with California State Law, water rates are to be used to fund the cost to provide water service. Revenues from the charges can only be used to provide water service. The protection of water source of supply is a priority for the Water Enterprise Fund and an increase in the efforts required and or costs to manage the watershed as a result of the public’s beneficial use of existing water division lands cannot be borne by the City.

Pursuant to its mission and priorities, the District on \_\_\_\_\_, 2012 entered into an agreement (“Agreement”) with the City to construct and operate recreational trails and related improvements (“Project”) on approximately 900 acres of protected watershed lands owned by the City north of Lake Hennessey (“Project Area”), as illustrated in Exhibit A of the Agreement. This Development, Operations and Management Plan (“Plan”) is required by the Agreement, and is intended to provide detailed and current guidance on the implementation and operation of the Project. This Plan builds on both the general terms of the Agreement and the project description and mitigation measures contained in the Mitigated Negative Declaration (“MND”) adopted by the District, attached hereto as Exhibit 1.

This Plan is intended to be an evolving document, and to be expanded and modified over time as needed to respond to changing circumstances. As provided for in the Agreement,



modifications to the Plan shall be accomplished via amendments to the Agreement. As provided for in the Agreement, minor modifications to the Plan may be approved administratively through the process set forth in the Agreement. The guiding principle for this Plan, and any subsequent modifications, is to ensure that public use of the Project Area is managed consistent with protection of water quality in Lake Hennessey at no cost to the City and with other natural resource values within the Project Area.

This Plan is divided into three sections. Section I outlines the pre-construction planning process. Section II includes policies and procedures related to the construction phase. Section III describes policies and procedures related to the long-term operation and maintenance of the project.

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## **I. Pre-Construction Planning**

Improvements. The Project includes improvements to three existing dirt service roads:

(a) a 1.09 miles of the existing dirt service road along the eastern portion of the north shoreline of Lake Hennessey (“Shoreline Trail--Extension”) which is not already open to the public, and

(b) a 2.67 miles of existing dirt service road which traverses the upland portion of the Project Area (“Upland Trail”) which is not already open to the public, and.

(c) a 1.0 miles of existing dirt service road extending southeasterly from the Conn Valley Road gate along the shoreline of Lake Hennessey (“Shoreline Trail—Traditional”) to the point where the trail merges with the Hillside Trail. The Shoreline Trail-Traditional has been open to the public for non-motorized recreation not including horseback riding for several decades.

The Project additionally includes constructing new single-track connector trails:

(a) a 0.37 mile trail connecting the District’s Moore Creek Park staging area to the Shoreline Trail (“Connector Trail”),

(b) a 1.83 mile trail running between the Upland Trail and the Shoreline Trail along a route which runs over the highest hill within the Project Area (“Hilltop Trail”), and

(c) a 1.39 mile trail which connects the Upland Trail with the Hilltop Trail (“Hillside Trail”) which follows a route that is generally above and parallel to the portion of the existing Shoreline Trail—Traditional.

Other than the 0.37 mile trail connecting to the District’s Moore Creek Park staging area, the other new trails may be constructed subsequent to the opening of the project area to public use, as funding and labor is available to complete the construction.

The Project includes the following trail-related improvements:

- Information kiosks with maps and regulations at the Moore Creek Park Staging Area and the existing Conn Valley Road access gate.
- Directional and regulatory signage as needed along the trails. In particular signage will be installed at any location along the Shoreline Trail--Traditional and the Shoreline Trail—Extension where there evidence or likelihood of people making their way to the water and making physical bodily contact with the waters of Lake Hennessey. Such signage shall inform the public of the prohibition (and reason thereof to protect municipal drinking supply water) of people, dogs, and horses coming into bodily contact with the water. Signage will prohibit horses from traveling to the water’s edge to prevent erosion of soils and additional sediment and animal excrement from washing into the waters.
- Drift fencing as needed along the lake side of the Shoreline Trail--Traditional to block public access to the water’s edge, combined with removal of existing

fencing on the upland side of the Shoreline Trail—Traditional, to reorient public activity away from Lake Hennessey.

- A new gate and drift fencing at the point at which the Upland Trail crosses Chiles Creek, so that park users utilize the Connector Trail rather than cross Chiles Creek to get to/from Chiles and Pope Valley Road. Signage will be posted on the Moore Creek property side indicating that visitors are now entering a sensitive watershed and potable drinking water supply area.
- A new horse watering trough at the Moore Creek Park Staging Area, improvements to an existing spring-fed watering trough on the Shoreline Trail, and a new pond-fed watering trough on the Upland Trail.
- The District shall make apple baskets available for equestrian visitors, and equestrians will be strongly encouraged to utilize the baskets. Baskets will be disposed by the District in an area that facilitates composting and does not runoff into the waterways.
- A new toilet facility at the Moore Creek Park Staging Area.
- Resting benching at appropriate vista points away from the shoreline of Lake Hennessey.

The location of these trails and improvements are indicated in Exhibit 2.

Additional Improvements. The City and/or District may request, and the District may subsequently construct and install improvements in addition to those specified above, provided (a) they are consistent with the Agreement, have undergone appropriate environmental review pursuant to the California Environmental Quality Act, and are approved through the process specified below.

Prior Approval of Improvement Plans. Prior to the construction or installation of any improvement, detailed plans and specifications for said improvements must first be reviewed, and approved by the City. Upon approval, all such improvement plans shall be attached to and made a part of this Plan.

## **II. Construction Policies and Practices**

Supervision and Construction. The District shall be responsible for overall as well as day-to-day supervision of all construction work, both that performed by licensed contractors and that performed by volunteers. District shall cause all construction work performed in connection with the Project to be performed in compliance with (i) the plans and specifications approved by the City and all required governmental approvals and permits; (ii) all governmental requirements; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction over the Project

Area. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction. All contractors shall be required to have a designated on-site project manager while their work is being performed. Similarly, whenever volunteer work is performed, volunteers shall be supervised by a qualified on-site manager.

On-site project managers shall be accessible by cell phone or two-way radios to the extent feasible. The names and contact information for project managers shall be provided to City of Napa staff, posted at the project entrance, and posted on the District's web site, so that City staff or other persons with concerns about the construction are able to quickly and efficiently contact those in charge of the work being performed.

Insurance. All contractors shall be required to carry the levels and types of insurance required by the District's Risk Manager. The City shall be named as an additional insured in all such insurance policies.

General Construction Standards. All construction contracts shall require contractors to utilize standard best management practices as provided by the Standard Specifications of the State of California—Department of Transportation, dated 2010, insofar as they may apply, and as further specified in the mitigation measures required by the MND adopted for the Project.

Additional Construction Standards to Protect Water Quality. In recognition of the need to avoid impacts to water quality within the Project Area, due to the proximity to Lake Hennessey, the following additional requirements shall be included in all construction contracts:

- (a) No grading or other soil disturbing construction shall take place when there is any potential for surface water runoff to carry sediments into Lake Hennessey.
- (b) There shall be no on-site storage of flammable petroleum or other hazardous products; contractors shall only be permitted to each day bring on-site the amount of fuel or other flammable or hazardous materials as are necessary for that day's use. Said materials shall be stored in secondary containment to prevent runoff in the event of a spill.
- (c) Contractors shall immediately report any spill of contaminants to the District, and the District shall immediately report any such spill to the City; the contractor shall be responsible for cleanup of any spilled materials, and shall immediately initiate and diligently pursue cleanup until all contamination is removed, in compliance with applicable local, state and federal laws.
- (d) Fire extinguishers and five-gallon water dumps shall be available in work areas when power equipment is operated.
- (e) Additional construction-related requirements may be imposed at the time specific improvement plans are approved as provided in Section I above.

### **III. Operations and Management Policies and Practices**

Adaptive Management. This Plan is based on the principle of adaptive management. The Agreement sets certain parameters that cannot be changed unless the Agreement is changed. Similarly, the MND requires specific mitigation measures unless further environmental review pursuant to the California Environmental Quality Act is undertaken. All other aspects of the Project are governed by this Plan, and shall be adapted, through the process established in the Agreement, to address unforeseen or changed circumstances.

Performance Objectives. The performance objectives for the Project include:

- No sediment caused by public use of the Project Area shall enter the water of Lake Hennessey.
- Neither public users of the Project Area, nor their horses and pets, shall come into physical contact with the water of Lake Hennessey.
- Any litter resulting from public use of the Project Area shall be promptly cleaned up.
- All new trails constructed by the District shall be maintained regularly to prevent harmful soil erosion. Construction will comply with standards contained in the Trails Handbook published by the State Department of Parks and Recreation, or exceed those standards if necessary to prevent erosion of soils that could increase sediment introduced into the municipal water supply.
- Existing soil erosion problems with existing dirt service roads in the Project Area shall be eliminated. Since some problems pre-exist the adoption of this Plan, the District shall be solely responsible for any worsening of these erosion problems resulting for public use. Areas that have existing erosion shall be documented with photos prior to the commencement of construction by the District. The District shall further work with the City to jointly identify and correct existing problems.
- All improvements shall be maintained in good condition; any damage shall be repaired in a timely manner at no cost to the City.

Regulations: In addition to the above performance objectives, the following regulations shall apply to all public activity within the Project Area:

- No human, horse or pet contact with the waters of Lake Hennessey.
- No littering; take out what you take in.
- No smoking.

- No fires.
- No camping.
- No public access between one hour before sunrise and one hour after sunset.
- Horses and bicycles must be on designated trails only.
- In order to prevent the inadvertent creation of additional trails, or single track bike trails, District will install signs at areas of deer or animal trails that have the appearance of a trail but are not designated trails.
- No launching of boats into Lake Hennessey within the Project Area. To prevent the introduction of invasive species boats must be drained of bilge water from other water bodies and must be launched from the dedicated boat launch area.
- Hunting or trapping of wildlife and the discharge of firearms shall be prohibited (excepting any activities performed by City personnel for management of pest species).
- Project Area to be closed to public use during periods of extreme fire hazard, as determined by the District in consultation with the County Fire Marshall.
- Project Area to be closed to public use when wet weather results in saturated soil conditions such that public use will contribute to soil erosion. The closure may be for all user groups, or only for equestrians and bicyclists but not walkers, depending on conditions.

Responsibilities: To fulfill its responsibilities under the Agreement, the District shall do the following:

- Monitoring: The District shall monitor public use at sufficient frequency to have an accurate understanding of the level of public use, public compliance with adopted regulations, and whether other unanticipated problems are developing. During the start-up period after public access is first provided from the Moore Creek Park staging area, the District shall monitor public use of the Project Area at least twice per week (one weekday and one weekend day). Once patterns of use and compliance are better understood, the frequency of monitoring shall be adjusted, with the approval of the City, based on experience on the ground or if directed by the City to address potential concerns.
- Reporting. Prior to the start of construction, the District shall prepare a survey of baseline conditions and submit to the City for review and concurrence. The District shall prepare and submit to the City reports (quarterly from November through April and monthly from May through October) on public use and any

problems that have been identified. The first report shall be due three months after the public is allowed to enter the Project Area from the Moore Creek Park staging area, and subsequent reports shall be due every three months. The reports shall evaluate compliance with key performance objectives, indicate actions taken to correct any failure to meet those objectives, and recommend further actions. It shall be the responsibility of the City to review these reports and, if corrective actions are needed, to confer with the District and after conferring to decide on those corrective actions and the time frame for implementation using the process contained in the Agreement. The City reserves the right to increase or decrease the frequency of reporting and require additional action to protect the watershed and to protect water quality.

Public Information and Signage. The District shall ensure that all park regulations are posted at the Moore Creek Park staging area and at the Conn Creek Road access gate. The District shall install and maintain signs within the Project Area as needed to reinforce park regulations. District maps, flyers, web page and other publications will promote use of the Moore Creek Park Staging Area rather than the Conn Creek Road access. Current information about park regulations, seasonal closures and other temporary conditions and restrictions shall also be posted on the District web page, and all District public information shall emphasize the importance of checking the District web page prior to coming to the area.

The entry kiosk shall include educational information about protecting the watershed and the importance of municipal water supply. Prominent signage shall be installed at the Moore Creek Staging Area, trail access gates and on any trail that abuts the Lake Hennessey shoreline, as necessary, to prevent the public from engaging in bodily contact and to protect water quality. The sign intervals will be adjusted if deemed necessary by City to increase effectiveness. Signs shall be educational and informative about the importance of the watershed area affecting the public water supply. Signs shall prominently indicate that access to trails is subject to closure if members of the public disregard the restrictions for use of the trails.

- Closures. The District shall be responsible for closing public access from the Moore Creek Park staging area as needed to comply with the Performance Objectives and Regulations identified above. The City shall be responsible for regulating public access from the Conn Creek Road gate. The District will provide signs to the City if it is necessary to close the Conn Creek Road gate.
- Emergency Response Plan. In coordination with emergency service providers and the City of Napa, the District shall develop an emergency response plan prior to opening the Project Area to public use. The plan shall describe how and under what circumstances District staff, County Sheriff, City of Napa police or other City staff, California Department of Forestry, and County ambulance services will be obtained. The District shall periodically review the plan with emergency service providers and the City to ensure all contact and emergency response information is accurate and up-to-date, to evaluate

whether the plan is working as expected, to ensure that emergency personnel are familiar with the roads, paths and other emergency response information relevant to the Project Area, and to make modifications as needed to the plan and/or to the manner in which public access is being managed. Emergency phone numbers shall be posted at the Moore Creek Park staging area.

Although as of 2012 there is no anticipated need for additional efforts beyond what is described below, consistent with the mandatory objective of no additional costs to be incurred by the City Water Division, emergency services provided by City Water Division staff above and beyond annual administrative review of the response plan and two half-days per year of field staff time to review field facilities with emergency response staff so they have familiarity with the area, will be billed to the District.

- Enforcement. The District shall initially focus on education, monitoring and informal warnings to meet performance objectives and promote public compliance with regulations. If this is inadequate as determined by the City, the District shall work with the City to adopt citable regulations and establish a workable system for the County Sheriff, City and/or District staff to issue citations. As will be indicated to the public via signage, access to trails is subject to closure if members of the public disregard the restrictions for use of the trails.
- Reserve Fund. The District will establish and maintain for the period of the lease agreement a reserve fund dedicated to Hennessey Trails equal to \$30,000 to be available to address any management and construction deficiencies. The level of reserve will be reviewed and adjusted up or down in future years that end in multiples of five, i.e. 2015, 2020, etc



Exhibit 1  
Mitigated Negative Declaration Required Mitigation Measures

The following is a consolidated listing of all of the mitigation measures identified in the Initial Study. While a measure may appear more than once in the Initial Study, these duplications have been eliminated below.

(1) During construction:

- All exposed surfaces (graded areas, staging areas, stockpiles, and unpaved roads) shall be covered, or watered twice per day as needed to maintain sufficient soil moisture to control fugitive dust.
- All trucks hauling soil, sand and other loose materials shall be covered in accordance with Section 23114 of the California Vehicle Code during transit to and from the site.
- The adjacent public roads shall be swept daily with wet power vacuum street sweepers, if visible soil material is carried/tracked out onto roadways.
- Traffic on unpaved areas and roads shall be limited to 15 mph.
- Grading and earthmoving activities shall be suspended when winds exceed 25 mph.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes, as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations (CCR). Signs clearly indicating this provision shall be installed at all access points.
- All construction equipment shall be maintained and properly tuned in accordance in manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- A sign with the telephone number and person to contact at the Lead Agency regarding dust complaints shall be visibly posted at the site. The contact person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

(2) Two dirt road crossings of Moore Creek shall be eliminated, and cattle shall be removed from the portions of Moore Creek under District ownership once the District gains control of the grazing lease.

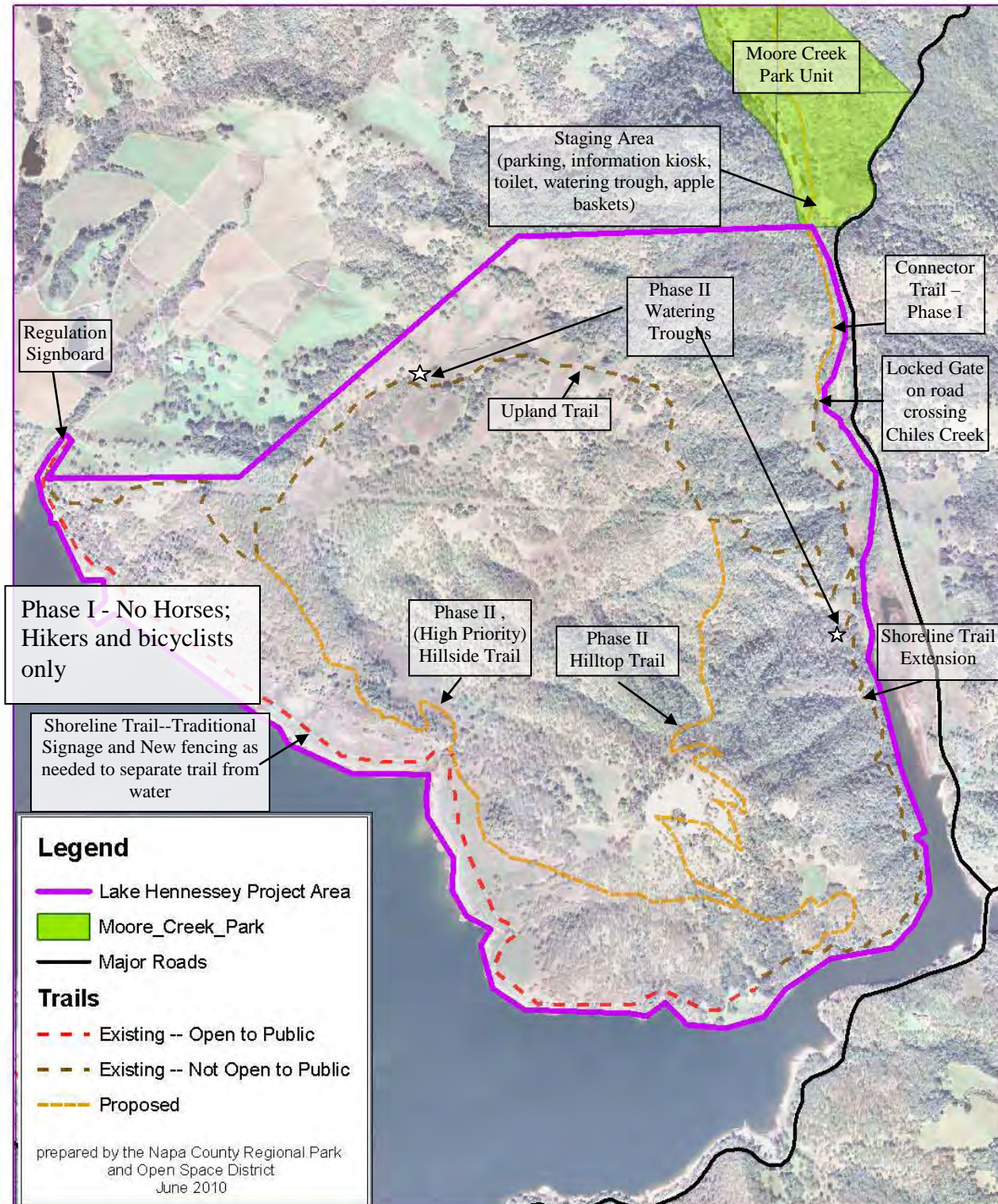
- (3) No construction or soil disturbance will take place within the banks of any blue line stream.
- (4) The area within 300 feet of proposed new trail alignments will be surveyed by a qualified biologist within 7 days of the start of construction. If nests or other evidence of listed species is found, construction will be delayed or other appropriate actions taken to avoid any adverse impact.
- (5) Excavated materials along the entirety of the trail routes shall be side-cast in a way as to not create piles or berms of disturbed soil that would encourage colonization by invasive plants.
- (6) The trail route shall be monitored and managed for the first two years following construction to prevent introduction of new invasive plant species.
- (7) Hunting shall not be allowed.
- (8) The public shall not be allowed to bring dogs into the Moore Creek Unit.
- (9) All trash, recycling or food containers shall be animal-proofed.
- (10) The entry kiosk shall include information about the presence of bears and mountain lions and encourage practices to reduce risk of interaction (travel in groups, how to react if confronted).
- (11) The presence of bears and mountain lions shall be regarded as natural and desirable, and deprivation permits for problem animals shall only be sought as a last resort, where there is a clearly demonstrated and immediate need to protect public safety, and where other methods of risk minimization, avoidance and public education cannot be relied upon.
- (12) The entry kiosk shall include educational information about protecting the watershed and the importance of municipal water supply.
- (13) In the event any mature trees must be removed for trail construction, replacement trees of the same species shall be replanted and tended until successfully established at the ratio of 2 replacement trees for every one lost.
- (14) Should any archaeological, cultural or paleontological artifacts be found during any soil disturbing construction activities, construction will cease until the District has had the location inspected by a qualified professional and has taken appropriate steps as recommended by the qualified professional to protect the resource.
- (15) New trail construction shall follow the standards contained in the Trails Handbook published by the State Department of Parks and Recreation and shall exceed the standards if necessary to prevent erosion of soils that could increase sediment introduced into the municipal water supply.
- (16) Public motor vehicle use shall be prohibited, except at the staging area at the southern perimeter of the Moore Creek Unit, or as required or recommended by the Americans with Disabilities Act and related federal and state regulations.
- (17) The two existing residences on the Moore Creek Unit shall not be used by the general public.
- (18) Power tools shall only be used by properly trained and equipped staff and volunteers.
- (19) Smoking shall be prohibited in the Lake Hennessey Unit, and prohibited in the Moore Creek Unit except in designated areas designed according to County Fire Marshall recommendations.

- (20) The park shall be closed to public use during periods of extreme wildfire hazard, as determined by the County Fire Marshall, as well as when in the District's judgment the combination of temperature, humidity and wind create a potentially unsafe situation.
- (21) The public shall not be permitted to have open fires except during periods of low fire risk, as determined by the County Fire Marshall, and even then only within campfire facilities approved by the Fire Marshall.
- (22) Public information emphasizing fire safety practices, and emergency reporting and evacuation procedures, shall be provided at the staging area kiosk.
- (23) District shall obtain and comply with the conditions of the County's Grading Permit for all trail construction.
- (24) No grading shall take place within the banks of any blue line streams.
- (25) Seasonal drainage routes which are crossed by proposed trails shall be kept clear of loose dirt from trail grading activities, and armored with native rock as needed to prevent soil from washing downhill during periods of significant rainfall and eventually getting into Moore Creek and/or Lake Hennessey.
- (26) The existing dirt road crossings of Moore Creek shall be closed to public motorized vehicles, two existing dirt road crossings of Moore Creek shall be eliminated, and existing gully erosion and sediment runoff problems on the existing dirt road shall be corrected.
- (27) All trash, recycling or food containers shall be animal-proofed to keep animals from spreading trash which could wash or blow into Moore Creek, Chiles Creek or Lake Hennessey. Signage shall be installed at the Moore Creek staging area informing the public to pack out what they pack in. In addition, District staff and volunteers monitoring trail use shall be responsible for picking up litter.
- (28) Prominent signage shall be installed at the Moore Creek staging area, and elsewhere along the Lake Hennessey shoreline as needed to ensure effectiveness. Signs shall emphasize that the public may not come in contact with the water. Public trail use shall be patrolled as indicated in Monitoring section above and as needed to monitor compliance with park rules, educate any violators, and take appropriate enforcement actions to ensure compliance. Public use shall initially be monitored twice weekly, and thereafter at a greater or lesser frequency, based on effectiveness, to determine compliance and educate violators. For the Lake Hennessey Unit, patrolling and enforcement protocols shall be adjusted up or down in frequency as needed in consultation with the City of Napa. The District shall additionally install 4-strand drift fencing along the Shoreline Trail in locations where there is evidence of the public coming into contact with the waters of Lake Hennessey. If signage, monitoring, direct education and drift fencing measures are insufficient, the District will seek City and County authorization to issue citations to violators, and once obtained, will issue citations to violators.
- (29) Once the District gains control of grazing operations on the Moore Creek Unit, fencing shall be installed to prevent cattle from getting into Moore Creek.
- (30) Signage at the Moore Creek staging area, and elsewhere within the Lake Hennessey Unit as needed, shall be installed reminding equestrians that horses may not leave designated trails to drink from the lake or for any other reason. Horse watering troughs shall be provided at the Moore Creek staging area, at a location on the

Shoreline Trail, and a location on the Upland Trail. The District will provide apple baskets for equestrians at the Moore Creek staging area, and all equestrians will be encouraged to utilize the baskets.

- (31) No new water-using public facilities shall be constructed.
- (32) No permanent structures or other improvements, other than minor improvements such as signs, gates and fences shall be installed within the 100-year floodplain.
- (33) The Moore Creek staging area shall be closed during significant storm events.
- (34) In the Moore Creek Unit, emergency vehicle turnouts and turnaround areas on the dirt road leading to the ranch house shall be added where the terrain allows if requested by County Public Works and the County Fire Marshall.
- (35) Emergency “Knox boxes” shall be added to the gates controlling motorized access to the project area.
- (36) The District shall work with emergency services providers to develop an emergency response plan, including emergency contact procedures, access points and routes, and evacuation procedures. Emergency contact information, and the location of the nearest emergency hospital services, shall be posted on the kiosk at the Moore Creek Unit staging area and outside the gate at the Moore Creek Unit ranch house.
- (37) The driveway entrance from Chiles and Pope Valley Road to the Moore Creek Unit staging area shall be improved consistent with County of Napa standards.
- (38) The District shall work with the County of Napa to designate no parking areas along Chiles and Pope Valley Road and along Conn Valley Road, if needed to prevent unsafe roadside parking.
- (39) Information signage at the Moore Creek Unit staging area will direct the public to pack out what they pack in, to minimize the use of disposable, non-recyclable goods, and to recycle all disposable bottles, cans and paper goods.
- (40) Where trash containers are provided, recycling containers and instructions will also be provided.

# Lake Hennessey Unit Site Plan



0 0.5 1 Miles





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

## **STAFF REPORT**

Date: August 13, 2012  
Item: 4d  
Subject: Update on State Parks surplus funds and discussion of possible District advocacy, including approval for the Board President to draft and distribute letters on District letterhead, in support of the dedication of a portion of the discovered State monies to projects and/or the maintenance and operation of Bothe-Napa Valley Park and Bale Grist Mill Historic Park.

### Recommendation

Authorize the Board President to draft and distribute letters advocating for the dedication of a portion of the discovered State monies to projects, maintenance, and/or operation of Bothe-Napa Valley Park and Bale Grist Mill Historic Park.

### Background

In early July it was disclosed that the California Department of Parks and Recreation had approximately \$54 million in two program funds that had never been reported to the Department of Finance. The existence of these funds was discovered by the Sacramento Bee while investigating allegations of an illegal vacation buyout program offered to some top managers within the Department. The Deputy Director for State Parks was fired, and the Director took responsibility and resigned. The Governor has since ordered an investigation, the Legislature is pursuing a separate audit, and additional fallout is expected as all the facts become known.

Some have speculated that these discovered funds mean that State Parks is actually flush with cash and that the closure of 70 State Parks announced last year can be undone. Unfortunately, this is not the case:

- \$33,492,000 of the discovered funds are restricted to the Off-Highway Vehicle Fund account, and apparently cannot be legally used for any purpose other than the State's OHV program. Thus, just the \$20 million left in State Parks and Recreation Fund #0391 ("SPRF"), not the full \$54 million, is potentially available for non-OHV parks.
- \$20 million represents approximately what the State believes could be saved annually by the closing of 70 parks. Thus, the discovered money, which took a dozen or more years

to generate, would buy at most one year's reprieve. This is, of course, assumes that State legislative actions were eventually undertaken to do so.

As noted in the attached statements, Governor Brown has taken the position that the approximately \$20 million remaining in the SPRF should be allocated to local groups operating State Parks (parks that would otherwise have been closed) in direct proportion to the money they have raised individually. In the District's case, that would be \$260,000... and climbing. Others have argued that SPRF monies should be directed to parks that remain closed, or only have the resources to be open to the public a few days per week.

There is significant pressure being placed on the State legislature to take action on the SPRF surplus before the current legislative term ends on August 31<sup>st</sup>. Because the situation is changing rapidly and matters may well have resolved themselves (whether in our favor or not) by the Board's September meeting, it seems wise to empower the Board President to use District letterhead and his position as President to advocate on the District's behalf.

Department of Finance		<b>Fund: 0391</b>
<b>STATE OF CALIFORNIA MANUAL OF STATE FUNDS</b>		<b>PAGE 1</b> Renumbered From:
<b><u>Legal Title</u></b> State Parks and Recreation Fund		
<b><u>Legal Citation/Authority</u></b> Public Resources Code 5010		
<b><u>Fund Classification</u></b> <b><u>GAAP Basis</u></b> Governmental/Special Revenue	<b><u>Fund Classification</u></b> <b><u>Legal Basis</u></b> Governmental/Other Governmental Cost	
<b><u>Purpose</u></b> The State Parks and Recreation Fund receives revenue from the collection of fees, rents, and other returns for the use of any state park system area.  All revenues received by the department for the entry or launching of boats shall be paid into this fund for boating safety, enforcement, operation, and maintenance programs of the department.  On July 1, 1980, all existing balances, including unappropriated balances and encumbered and unencumbered balances, of the following funds and accounts have been transferred to the State Parks and Recreation Fund. <ul style="list-style-type: none"> <li>• Park and Recreation Revolving Account</li> <li>• The Resources Protection Account</li> <li>• Collier Park Preservation Fund</li> <li>• San Francisco Maritime State Historic Park Account</li> <li>• State Park Highway Account, Bagley Conservation Fund</li> <li>• Hostel Facilities Use Fees Account</li> </ul>		
<b><u>Administering Agency/Organization Code</u></b> Department of Parks and Recreation/Org 3790		
<b><u>Major Revenue Source</u></b> Fees.		
<b><u>Disposition of Fund (upon abolishment)</u></b> Pursuant to Government Code 16346, in the absence of language that identifies a successor fund, any balance remaining in this fund upon abolishment shall be transferred to the General Fund.		
<b><u>Appropriation Authority</u></b> The money in this fund is available upon appropriation by the Legislature.		
<b><u>State Appropriations Limit</u></b> <b>Excluded</b> – Revenues in this fund are not proceeds of taxes, however, when transferred, may become proceeds of taxes. These revenues are used to provide direct services or products to the payers.		



**Comments/Historical Information**

Chapter 1065, Statutes of 1979 created the State Parks and Recreation Fund.

The State Parks and Recreation Account (Fund No. 392) was created within the State Parks and Recreation Fund to segregate the activities of the fund pursuant to Public Resource Code Section 5010 from the activities of the State Park Highway Account. The Coastal Zone Construction Conversion Account (Fund No. 395) was established in 1981 as a depository for money collected pursuant to Public Resources Code Section 30241. The Fines and Forfeitures Account (Fund No. 394) was established in 1982 to accommodate the receipts and expenditures authorized by Chapter 884/82 (Penal Code, Sections 1463.02 and Public Resources Code, Sections 5008 and 5008.4)

All activities in the fund are conducted through the accounts shown above. Refer to Fund No. 392 to 395 for more information.



Office of Governor  
**Edmund G. Brown Jr.**

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## GOVERNOR BROWN: USE MONEY TO KEEP PARKS OPEN

8-3-2012

SACRAMENTO – Governor Edmund G. Brown Jr. today pledged to work with the California State Legislature to direct millions of dollars in state funds to keep parks open, fix serious park maintenance problems and match donor contributions. He also thanked all Californians who have contributed time and money to save state parks.

"Much remains to be done to keep our parks open," said Governor Brown. "The disclosure that the Parks department had millions in additional revenues is mixed—it's better to have more money than less, but it's totally unacceptable for Parks personnel to squirrel away public funds. I extend my deepest appreciation for the donors who have come to the aid of our parks in this time of need. I ask for their patience as we take all necessary steps to make sure this never happens again."

Specifically, Governor Brown called for the \$20 million from the State Parks and Recreation Fund (SPRF) to be used to:

- Make critically needed maintenance fixes to keep parks from closing—for example, fixing water and waste treatment facilities that, if left as-is, will cause park closures.
- Establish a matching fund for contributions, so that donors know every dollar they give will go further.

The State Parks and Recreation Fund is one-time funding that can only be used for one-time costs.

The Governor is also seeking a \$10 million appropriation from Proposition 84 funds for immediate maintenance projects.

"We are grateful for our generous, committed donors. I can't thank them enough," said California Natural Resources Agency Secretary John Laird. "The good news is we will have more to spend on parks this year. The bad news is the problem is much bigger than that. State parks will still have over \$1 billion in deferred maintenance and ongoing costs."

To ensure more sound and accountable financial reporting, the Department of Finance is requiring all departments to follow new procedures to reconcile and confirm balances between the Controller's Office and the Governor's budget. In addition to implementing these new procedures, the Department of Finance's Office of State Audits and Evaluations is conducting a thorough audit of all Parks fiscal actions.

Investigations into the Parks funds are ongoing. On July 20, the California Natural Resources Agency announced that the Parks department had not reported \$20 million in the State Parks and Recreation Fund, and \$34 million in the Off-Highway Vehicle Fund, to the Department of Finance. The Attorney General launched an investigation at the request of Governor Brown, who ordered a full Parks department audit by the Department of Finance. The Governor also accepted the resignation of then-Parks Director Ruth Coleman, appointed a new acting interim director and directed the dismissal of three senior Parks employees.

Of the \$54 million total, \$20 million is eligible for appropriation by the Legislature for management, protection, planning and acquisition.

###

## Latest News



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[Governor Brown Appoints Stephen S. Siegel to Santa Cruz County Superior Court](#) 08-07-2012



[Governor Brown Appoints Michael A. Knish to San Bernardino County Superior Court](#) 08-07-2012



[Governor Brown Appoints Gary G. Gibson to Shasta County Superior Court](#) 08-07-2012



[Governor Brown Appoints John F. McGregor to Santa Barbara County Superior Court](#) 08-07-2012



[Governor Brown Appoints Laurel D. White to Sacramento County Superior Court](#) 08-07-2012



[Governor Brown Appoints Richard H. DuBois to San Mateo County Superior Court](#) 08-07-2012



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### Press Releases

Friday, August 3, 2012

[Senator Evans Letter to the Governor on Parks Privatization Efforts and Fee Increases](#)

Friday, August 3, 2012

[Senator Evans Statement on Governor Brown's Action on State Parks](#)

Friday, July 20, 2012

[Senator Evans Statement on \\$54 Million State Parks Scandal](#)

[More press releases](#)

### In the News

Thursday, May 24, 2012

[Humboldt County and Save the Redwoods League Join Forces to Keep Grizzly Creek State Park Open](#)

Monday, May 14, 2012

[Mercury News editorial: Simitian-Evans plan to keep state parks open deserves support](#)

Friday, May 11, 2012

[FRESNO BEE EDITORIAL: State must find ways to keep parks open to public](#)

[More in the news](#)

### Committee Membership

- [Judiciary \(Chair\)](#)
- [Select Committee on Wine Industry \(Chair\)](#)
- [Select Committee on Food: Local, Organic and Sustainable Systems \(Chair\)](#)
- [Women's Caucus \(Chair\)](#)
- [Agriculture](#)
- [Banking & Financial Institutions](#)
- [Budget & Fiscal Review](#)
- [Governmental Organization](#)
- [Natural Resources & Water](#)
- [Subcommittee on Olive Oil Production and Emerging Products](#)
- [Subcommittee on Invasive Species](#)
- [Select Committee on Autism & Related Disorders](#)
- [Select Committee on Procurement](#)
- [Joint Committee on Fisheries and Aquaculture](#)
- [Conference Committee on Foreclosure Issues](#)

## Senator Evans Statement on Governor Brown's Action on State Parks

Friday, August 3, 2012

**SACRAMENTO** – *Senator Noreen Evans (D-Santa Rosa) issued the following statement in response to Governor Brown's recent actions regarding California State Parks funding and the Department of Parks and Recreation (DPR):*

"Every crisis presents an opportunity should we choose to take it. I'm grateful for Governor Brown's quick and responsive leadership. I believe he is doing right by Californians under very challenging circumstances."

"I am especially pleased to hear the Governor commit to use \$20 million to keep parks open and to reopen parks that have been partially closed. With this, the Governor shows he is a willing and equal partner with local volunteers who have committed their time, talents and money to maintain our beloved state parks. Recent revelations at DPR have proven demoralizing to people who have responded to the crisis, and the Governor's statement today is a significant step toward regaining their trust.

"In addition to keeping parks open, however, we must address the serious backlog of maintenance that has accumulated at our parks. I will be working with the Governor on the Sustainable Parks Plan that Senator Simitian and I proposed earlier this year.

"Californians love their parks and their commitment is unwavering. One of the positive things to come out of this crisis is the overwhelming response of Californians in support of their state parks. I'm committed to the recovery and sustainability of our entire state park system and am pleased that the Governor is as well."

*State Senator Noreen Evans represents the Second Senatorial District, including all or portions of the Counties of Humboldt, Lake, Mendocino, Napa, Solano, and Sonoma. Senator Evans Chairs the Legislative Women's Caucus and the Committee on Judiciary.*

###



Napa County Regional Park  
and Open Space District

## STAFF REPORT

Date: August 13, 2012  
Item: 4e  
Subject: Consideration and potential approval of an amendment to Agreement 10-12 with Delta Consulting to increase the total not-to-exceed amount to \$21,979 for engineering and design work at Moore Creek Park.

### Recommendation

Approve an amendment to Agreement No. 10-12 to increase the total not-to-exceed amount to \$21,979.

### Environmental Determination

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

### Background

On July 12, 2010, the Board of Directors approved Agreement No. 10-12 with Delta Consulting and Engineering of St. Helena to prepare designs and specs for the composting toilet buildings at Moore Creek. The original contract was for \$6,960. The agreement was amended in May 2011 to add design of the alternative septic system for the ranch house at Moore Creek, and increase the contract by \$7,440 to cover that scope change. On June 6, 2011 this contract was amended to extend the term until June 30, 2012. On May 24, 2012 the contract was increased by \$3,800, to pay for additional engineering calculations for the ramp/path required for the composting toilet building. Due to delays with the permit review for this work, the term of the agreement was extended to December 31, 2012 on June 13, 2012.

The amendment presently before the Board would increase the not-to-exceed contract total by \$3,779, bringing the total contract amount to \$21,979. This corrects a clerical error made in the original 2010 contract which resulted in the agreement including two, conflicting, dollar values. This amendment also adds some marginal printing costs and ten hours of engineering time to address: 1.) construction administration; 2.) meetings related to bidding for the composting toilet structure; and 3.) completing engineering work associated with future campsites. Delta Consulting has now delivered final plans for the composting toilet structure as well as the ranch house septic system and County permit review is underway. As a result, the work envisioned by Agreement No. 10-12 is very nearly to complete and Parks staff does not foresee any need for further amendments.



August 8, 2012

Napa County Regional Park & Open Space District  
John Woodbury  
1195 Third Street  
Room 210  
Napa, CA 94559

RE: Addendum to Existing Contract for Additional Design fees.

John,

This letter shall serve as an Addendum to our existing contract dated August 12, 2010 for additional civil design services. The Scope of Services for this additional work is outlined below:

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**I. ADDITIONAL SCOPE OF WORK**

- A. Original Contract Fee Discrepancy: The original contract amount was written for \$8,160. Napa County Regional Park & Open Space District had the contract amount as \$6,960. As stated within the original contract, printing is not included in the fee amounts. The printing on this project totaled \$1,379. Therefore, we are requesting approval for the contract amount discrepancy, as well as, the printing charges which have already been billed on the individual project invoices.
- B. Construction Administration: Time for as requested site meetings, phone calls and correspondences with permitting agencies, contractors, and other project consultants.

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**II. FEE**

We will provide these services as Time & Materials at an estimated cost as follows:

Item A	10 hours	\$2,579
Item B	10 hours	\$1,200

This amount shall not be exceeded by Consultant without written consent by Client.

Please sign in the space provided below to indicate your authorization to proceed with this work and return to our office via a scanned copy or facsimile at your earliest convenience.

Please let me know if you have any questions.

Sincerely,

Andrew Simpson, R.C.E. 62537  
Principal

Agreement with Addendum:

\_\_\_\_\_  
John Woodbury

\_\_\_\_\_  
Date



Napa County Regional Park  
and Open Space District

## STAFF REPORT

Date: August 13, 2012  
Item: 4f  
Subject: Consideration of and potential authorization for Board President to sign a five year termed grant agreement with the County of Napa, covering fiscal years 2012-13 to 2016-17.

### Recommendation

Authorize the Board President to sign grant agreement with the County of Napa covering fiscal years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17.

### Environmental Determination

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

### Background

Annually, a significant proportion of the District's funding comes from the County's Special Projects Fund, which is in turn derived from a share of the 12% Transient Occupancy Tax (TOT) levied against certain visitors who overnight in unincorporated Napa County. The County has traditionally granted funds to the District on a one year term, with funds based on actual TOT revenues but never exceeding \$600,000 annually, and with any unspent funds being returned to the County at the end of each fiscal year.

Following the direction of the Board of Supervisors at the May 8, 2012 joint BOS/NCRPOSD meeting, the grant agreement now before the Board of Directors includes a number of substantive changes from its traditional form. The agreement is outlined in greater detail in the attached Board of Supervisors staff report, but in brief it:

- Replaces the traditional one year term with a five year term, running from the beginning of the current fiscal year through June 2017.
- Allows for the automatic rollover of any unspent funds from one fiscal year to the next, with unspent funds only returning to the County at the end of the five year agreement.
- Fixes District-allocated revenues at 60% of the 12.5% of the TOT allocated to the Special Projects Fund, with no cap.

- Does not allow County Special Projects Fund money to be used to operate Both-Napa Valley or Bale Grist Mill, but *does* allow the District to use those funds to address short term gaps or cash flow issues associated with its operation of the State Parks, provided that the funds are backfilled by the end of each fiscal year.

The attached agreement was negotiated by District staff, County staff, and an ad hoc committee of the District Board consisting of Directors Abramowicz and Finigan. The agreement is agendized for Board of Supervisors action at their Tuesday August 14<sup>th</sup> regular meeting and County Executive Office staff is likewise recommending approval.



A Tradition of Stewardship  
A Commitment to Service

Agenda Date: 8/14/2012

Agenda Placement:

## NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

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**TO:** Board of Supervisors

**FROM:** Florin, Lawrance - Director  
Housing and Intergovernmental Affairs

**REPORT BY:** Lawrance Florin, DIR HOUSING AND INTERGOVERNMENTAL AFFAIRS - 253-4621

**SUBJECT:** FY 2012-13 Special Projects Fund Grant Agreement with the Napa County Park and Open Space District

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### RECOMMENDATION

Director of Housing and Intergovernmental Affairs requests the following:

1. Extend the current cycle of the Special Projects Fund from its current termination date of June 30, 2014, to June 30, 2017;
2. Maintain the current priority area allocation of the Special Projects Fund at 60% expended on Parks and Open Space, 30% on Visitor Management and 10% on Arts & Culture; and
3. Authorize the Chairman to sign an grant agreement with the Napa County Regional Park and Open Space District, with a the term ending on June 30, 2017, and authorizing that unspent funds each year be rolled-over to the following year until the end of the term of the grant agreement.

### EXECUTIVE SUMMARY

On May 8, 2012, the Board met in joint session with the Napa County Regional Park and Open Space District (District) and held a discussion on an updated draft Master Plan and long-term funding options for the District. At that meeting, the Board directed staff to draft a new grant agreement with the District for a five (5) year term, beginning in FY 2012-13 until June 30, 2017. Unlike previous grant agreements with the Districts from the Special Projects Fund, the terms in the new grant agreement would be extended for five (5) years to allow for sufficient time to support the planning, operations and improvements of projects as described in the January 2009 District Master Plan. In addition, any unspent funds allocated to the District from the Special Projects Fund from the previous fiscal year will be rolled-over for the completion of projects listed in the grant agreement. Previous grant agreements to the District required any unspent funds during the year to be returned to the Special Projects Fund for the acquisition of Skyline Park. The roll-over of unspent funds will occur annually through the end of the grant agreement on June 30, 2017. At the end of the grant agreement term, all unexpended funds will be returned to the



**Special Projects Fund.**

The current cycle of the Special Projects Fund is set to terminate on June 30, 2014. In order for the District's grant agreement to extend thru June 30, 2017, staff is requesting that the Board authorize the extension of the current cycle of the Special Projects Fund through June 30, 2017 for all three priority areas, Parks and Open Space, Visitor Management and Arts & Culture to the new date of June 30, 2017. In addition, staff is recommending that the current allocations of the Special Projects fund be maintained throughout this period.

**PROCEDURAL REQUIREMENTS**

1. Staff reports.
2. Public comments.
3. Motion, second, discussion and vote on the item.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Special Projects Fund, 10540. In prior fiscal years, the Special Projects Fund was not reported as part of the General Fund. Due to the implementation of the new Chart of Accounts for FY 2012-13, the Special Projects Fund division has been placed in the General Fund.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board established the Special Projects Fund to finance programs on projects related to three priority areas, which are Parks and Open Space, Visitor Management and Arts & Culture, and committed an annual contribution of 12.5% of the prior calendar year's TOT revenues to the Special Projects Fund, fiscal conditions permitting. This item is discretionary in that the Special Projects Fund and the funding of Park and Open Space activities are not required by law, but have been identified as a priority of the Board.
Is the general fund affected?	Yes
Future fiscal impact:	If the Board authorizes the extension of the current cycle of the Special Projects Fund thru June 30, 2017, and authorizes the grant agreement to the District, approximately 60% of the funds designated for the Special Projects Fund each fiscal year will be allocated to the District until the end of the agreement, fiscal conditions permitting. In addition, any unspent funds allocated to the District from the previous fiscal year will be rolled-over for the completion of projects listed in the grant agreement. The roll-over of unspent funds will occur annually through the end of the grant agreement on June 30, 2017. At the end of the grant agreement term, all unexpended funds will be returned to the Special Projects Fund.
Consequences if not approved:	If the requested actions are not approved, the District will not receive funds from the Special Projects Fund for operation and capital projects, which may delay or completely stall projects until other sources of funding are secured.
Additional Information:	

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

**BACKGROUND AND DISCUSSION**

In November of 2004, Napa County voters approved an increase in the Transient Occupancy Tax (TOT) rate charged to visitors renting hotel and motel rooms in the unincorporated area. The increase from 10.5% to 12% took effect on January 1, 2005, and was not dedicated to any specific purpose. The additional revenue generated by this increase in the TOT rate provided an opportunity to consider County investments in projects or programs that were considered a Board of Supervisors priority. To that end, the Board established the Special Projects Fund to finance programs on projects related to three priority areas, which are Parks and Open Space, Visitor Management and Arts & Culture, and committed an annual contribution of 12.5% of the prior calendar year's TOT revenues to the Special Projects Fund, fiscal conditions permitting.

On September 14, 2010 the Board authorized the continued funding for the three (3) priority areas in the percentages that were allocated in previous cycles: 60% for Parks and Open Space (including funding for the purchase of Skyline Park), 30% for Visitor Management and 10% for Arts & Culture for the next funding cycle, until June 30, 2014, and delegated responsibility for managing the solicitation process, screening applications for funding and making recommendations to the Board of Supervisors to the Napa County Regional Parks and Open Space District Board of Directors (for Parks and Open Space projects), the Napa County Arts & Culture Advisory Committee (for Arts & Culture projects), and the Napa Valley Destination Council/Local Governing Committee (for Visitor Management projects). The total amount estimated to be available for all Special Projects Fund components is typically based on an average of \$1,000,000 per year, to be divided among the three (3) priority areas based on the percentages allocated from the previous cycle.

On May 8, 2012, the Board met in joint session with the Napa County Regional Park and Open Space District (District) and held a discussion on an updated draft Master Plan and long-term funding options for the District. At that meeting, the Board directed staff to draft a new grant agreement with the District for a five (5) year term, beginning in FY 2012-13 until June 30, 2017. Unlike previous grant agreements with the Districts from the Special Projects Fund, the terms in the new grant agreement would be extended for five (5) years to allow for sufficient time to support the planning, operations and improvements of projects as described in the January 2009 District Master Plan. In addition, any unspent funds allocated to the District from the Special Projects Fund from the previous fiscal year will be rolled-over for the completion of projects listed in the grant agreement. Previous grant agreements to the District required any unspent funds during the year to be returned to the Special Projects Fund for the acquisition of Skyline Park. The roll-over of unspent funds will occur annually through the end of the grant agreement on June 30, 2017. At the end of the grant agreement term, all unexpended funds will be returned to the Special Projects Fund. For FY 2012-13, the District will be entitled to \$653,029 in Special Projects Fund in addition to unspent funds allocated in FY 2011-12. The roll-over funds available will be determined at the close of FY 2011-12. The total amount of funds available in subsequent years will be based on 60% of the TOT revenues allocated to the Special Projects Fund.

The current cycle of the Special Projects Fund is set to terminate on June 30, 2014. In order for the District's grant agreement to extend thru June 30, 2017, staff is requesting that the Board authorize the extension of the current cycle of the Special Projects Fund through June 30, 2017 for all three priority areas, Parks and Open Space, Visitor Management and Arts & Culture to the new date of June 30, 2017. In addition, staff is recommending that the

current allocations of the Special Projects fund be maintained throughout this period.

Approval of the grant agreement will authorize the use of funds allocated to the Parks & Open Space category of the Special Projects Fund in the following areas and towards the following projects:

- Napa County Regional Park and Open Space District General Operating Fund
- Moore Creek
- Oat Hill Mine Trail
- Vine Trail
- Camp Berryessa
- Berryessa Vista
- Napa River Ecological Reserve
- Putah Creek
- Skyline Park

In addition, the District is allowed to use allocated funds to provide for temporary gaps in funding for other projects outside the scope of the grant agreement. However, at the end of each year, the funds utilized for projects outside the scope of the grant agreement will either have to be returned to the District and used to fund projects listed in the scope or remain as unspent funds for that year and rolled over to the next year, until the term of the agreement. If the District wishes to add projects to the scope of the grant agreement, then prior Board authorization is necessary.

#### **SUPPORTING DOCUMENTS**

None

CEO Recommendation: Approve

Reviewed By: Danny Nguyen

**NAPA COUNTY AGREEMENT NO. \_\_\_\_\_**

**NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
AGREEMENT NO. \_\_\_\_\_**

**GRANT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 1st day of July, 2012 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district of the State of California, whose mailing address is 1195 Third Street Room 210, Napa, California , hereinafter referred to as "DISTRICT".

**RECITALS**

**WHEREAS**, COUNTY has delegated responsibility to the Napa County Regional Park and Open Space District for managing the process of making recommendations to the Board of Supervisors for Special Projects Funds in the area of Parks and Open Space; and

**WHEREAS**, DISTRICT has submitted a proposal for Special Projects Funds in the area of Parks and Open Space; and

**WHEREAS**, on January 25, 2011, COUNTY approved funding for Parks and Open Space at 60% of 12.5% of the previous calendar year's transient occupancy tax; and

**WHEREAS**, DISTRICT had carryover funding from Fiscal Year 2011-2012 and a new allocation of \$653,029 in Fiscal Year 2012-2013.

**TERMS**

**NOW, THEREFORE**, COUNTY and DISTRICT agree as follows:

**1. Term of the Agreement/Termination.**

(a) **Term.** The term of this Agreement shall commence on the date first written above and shall expire on **June 30, 2017**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of DISTRICT under Paragraph 4 (Use of Funds/ Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Insurance) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement. .

(b) **Early Termination.** This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice in accordance with Paragraph 13 (Notices) of such termination to the other party and specifying the effective date thereof, which shall not be less than 15 days from the date of notice. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

**2. Scope of Work.** DISTRICT shall complete the Project work set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Payment of Grant Funds.** COUNTY agrees to reimburse DISTRICT by County budget transfer for expenses reported quarterly as set forth in Exhibit "B", attached hereto and incorporated by reference herein.

4. **Use of Funds by DISTRICT, Return of Funds.** DISTRICT hereby agrees to use all grant funds conveyed to DISTRICT by COUNTY under this Agreement for the sole purpose of funding expenses directly related to the Project set forth in Exhibit "A", and in accordance with Project Budget set forth in Exhibit "B". DISTRICT shall create and maintain sufficient financial records in a manner that is consistent with generally accepted accounting principles for use of the grant funds conveyed by COUNTY through this Agreement.

(a) If DISTRICT has not fully expended the grant funds by the date of expiration or other termination of the Agreement and the Agreement has not been amended by the parties to extend the term or otherwise amended, then DISTRICT shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

(b) If DISTRICT fails to fulfill in a timely and proper manner DISTRICT's obligations under this Agreement or otherwise breaches this Agreement, or fails to complete the Project in a timely fashion, DISTRICT shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If DISTRICT uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, DISTRICT shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by DISTRICT of written demand therefore from the County Executive Officer and shall include any interest earned thereon by DISTRICT. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** DISTRICT shall submit to COUNTY quarterly reports until the DISTRICT has expended and reported upon the expenditure of all grant funds as set forth herein. All such quarterly reports up to and including the final report must summarize activities of DISTRICT up to the end of the report period pertaining to progress of the Project and shall specifically include a description of the project activities and dates, statistics on event attendance (if applicable), and a statement of any expenditure of the funds provided hereunder as well as a general accounting of all revenues received and commitments or expenditures made for the Project from any public or private source. The final Project report shall include any performance indicators and/or outcome measures identified in Exhibit "A". Said reports shall be presented within thirty (30) days of the end of each quarter. Said reports shall be delivered to: Larry Florin, Director Housing and Intergovernmental Affairs, Napa County, 1195 Third Street, Napa, CA 94559 or such other person as designated in a written notice to DISTRICT by the Napa County Director of Housing and Intergovernmental Affairs.

6. **Maintenance, Inspection, and Retention of Records.** DISTRICT shall separately maintain financial and statistical records which fairly reflect the activities of DISTRICT pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, DISTRICT shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of DISTRICT in relation to the Project, and shall allow such representatives to review and inspect DISTRICT's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, DISTRICT shall maintain all required records for no less than seven years after COUNTY makes the final payment

required hereunder, all obligations of DISTRICT under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

**7. Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. DISTRICT hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by DISTRICT of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. DISTRICT further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. DISTRICT agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that DISTRICT's obligations under this Agreement are sufficiently limited in scope that DISTRICT is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore DISTRICT is not required to comply with the disclosure obligations contained therein.

**8. Independent Contractor.** DISTRICT shall perform this Agreement as an independent contractor. DISTRICT shall, at DISTRICT's own risk and expense, determine the method and manner by which obligations imposed on DISTRICT by this Agreement shall be performed; provided, however, that COUNTY may monitor DISTRICT's performance. DISTRICT and the officers, agents and employees of DISTRICT are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, DISTRICT shall be solely responsible for all such payments.

**9. Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of DISTRICT. For this reason, DISTRICT shall not assign any interest in this Agreement or subcontract any of the obligations DISTRICT is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

**10. Insurance.** DISTRICT shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, DISTRICT shall provide workers' compensation insurance for the performance of any of DISTRICT's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability insurance. DISTRICT shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of DISTRICT or any officer, agent, or employee of DISTRICT under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. *[Reserved]*

3. Comprehensive Automobile Liability Insurance. *[Reserved]* .

(c) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of DISTRICT by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or DISTRICT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

11. **Indemnification.** To the full extent permitted by law, DISTRICT shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of DISTRICT or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. DISTRICT shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

12. **Compliance with Laws.** DISTRICT shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, DISTRICT, DISTRICT and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation,

marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. DISTRICT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, DISTRICT shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to DISTRICT services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and DISTRICT and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. DISTRICT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of DISTRICT performing any of the obligations under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. DISTRICT shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the obligations required of DISTRICT under this Agreement are subcontracted to a third party, DISTRICT shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, 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. Either party may change its address by notifying the other party of the change of address. 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 the date of deposit, whichever is earlier.

COUNTY  
Larry Florin, Director  
Housing and Intergovernmental Affairs  
1195 Third Street, Suite 310  
Napa, CA 94559

DISTRICT  
John Woodbury, General Manager  
Napa County Parks and Open Space  
1195 Third Street, Suite 210  
Napa, CA 94559

14. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

15. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof,



the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

18. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

19. **Severability.** If any provision of this Agreement or portion thereof is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

<p>Napa County Regional Park and Open Space District</p> <p>By _____ ANTHONY NORRIS, President "DISTRICT"</p> <p>APPROVED AS TO FORM Office of County Counsel-Parks</p> <p>By: <u>Chris R.Y. Apallas (e-signature)</u></p> <p>Date: <u>July 25, 2012</u></p>	<p>COUNTY OF NAPA, a political subdivision of the State of California</p> <p>By _____ KEITH CALDWELL, Chairman Napa County Board of Supervisors "COUNTY"</p> <p>APPROVED AS TO FORM Office of County Counsel-County</p> <p>By: <u>Robert Paul (e-signature)</u></p> <p>Date: <u>June 26, 2012</u></p>
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## **EXHIBIT "A"**

### **SCOPE OF WORK**

DISTRICT shall use Special Projects Funds provided by COUNTY through this Agreement exclusively to fund administration, planning of projects, and operations and improvements as described in the January 2009 DISTRICT Master Plan and as listed below to support park and open spaces within the County of Napa:

- Napa County Regional Park and Open Space District General Operating Fund
- Moore Creek
- Oat Hill Mine Trail
- Napa River and Bay Trail
- Vine Trail
- Camp Berryessa
- Berryessa Vista
- Napa River Ecological Reserve
- Putah Creek
- Skyline Park

## **EXHIBIT “B”**

### **PAYMENTS FOR OPERATIONAL AND CAPITAL EXPENSES**

Transfers of funds and reconciliations shall occur as follows:

1. COUNTY shall transfer fifty percent (50%) of the annual allocation plus any remaining funds rolling over from the prior year to the DISTRICT by July 31<sup>st</sup> each year; COUNTY shall transfer the remaining fifty percent (50%) of the annual allocation by January 31<sup>st</sup> each year.
2. DISTRICT will provide a full reconciliation of expenditures, certified by the County Auditor, to the COUNTY clearly identifying the use of funds for each of the projects listed in this Agreement.
  - a. Semi-Annual Reconciliation: Includes revenues received from the first allocation offset by expenditures incurred during July – December, due by January 20th.
  - b. Annual Reconciliation: In addition to the information contained in the semi-annual reconciliation, includes revenues received from second allocation, offset by expenditures incurred January – June, due by July 20th.
3. Any funds unspent, or deemed spent outside this agreement, as of June 30<sup>th</sup> each year, will be returned to the COUNTY within 15 days from receipt of the Annual Reconciliation. If there are insufficient funds to repay the County, the County will deduct the amount due from the first allocation of the following year.

### **Project Budget**

DISTRICT shall use Special Projects Funds provided by COUNTY through this Agreement exclusively for costs directly related to the Projects listed in Exhibit “A” of this Agreement. DISTRICT shall be entitled to \$653,029 in funds for Fiscal Year 2012-2013 in addition to unspent funds allocated in Fiscal Year 2011-2012. Rollover funds available will be determined at the close of Fiscal Year 2011-2012 and confirmed via side letter. Total funds available in subsequent years under this agreement will be based on 60% of Transient Occupancy Tax Revenues allocated to the Special Projects fund each year and confirmed via side letter.



Napa County Regional Park  
and Open Space District

## STAFF REPORT

Date: August 13, 2012  
Item: 4g  
Subject: Consideration of and potential approval of amendments to District By-laws, allowing the Board President to temporarily delegate certain responsibilities of the General Manager to other staff members in the event of the General Manager's temporary absence or incapacity and making additional, minor, formatting amendments.

### Recommendation

Correct minor typographical errors and Amend resulting paragraph II.C of the District By-Laws in order to allow the President to designate an alternate District staff member to exercise those functions contained in III.A.

### Environmental Determination

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

### Background

District By-Laws currently authorize the General Manager to exercise those functions set forth in Section III.A. However, no procedure is in place to allow an alternate member of District staff to perform some of the more critical and time-sensitive functions enumerated therein should the General Manager be temporarily absent or otherwise unavailable. Obtaining the General Manager's signature for various District-related business is essential to the day-to-day operations of the District.

District Counsel recommends that the By-laws be amended to specifically allow the President to designate, on a temporary emergency basis, an alternate District staff member to carry out the functions of the General Manager in the event that he or she is unable to perform those duties due to unforeseen circumstances such as illness or family emergency or due to an extended leave.

## **District By-laws (*part*)**

(Additions are underlined, deletions are ~~struck through~~.)

**II. BOARD OFFICERS.** The officers of the Napa County Regional Park and Open Space District shall be the President and Vice-President, chosen as follows:

- A. Time of Election.** At the first regular meeting of each calendar year, the Board shall elect from among its members a President and Vice-President. If for any reason the Board does not elect one or both of these officers at this prescribed time, or in the event one or both of these positions becomes vacant in the middle of a term, the Board may hold an election at any regular meeting of the Board.
- B. Term.** The President and Vice-President shall begin their terms of office immediately upon election and serve until their successors are elected.
- C. Duties of the President and Vice-President.** The President shall act as the presiding officer of the Board of Directors and in that capacity shall preserve order and decorum, decide questions of order subject to being overruled by a four-fifths vote and perform such other duties as are required by these Bylaws or by vote of the Board of Directors. The President shall sign all contracts and conveyances on behalf of the District after they have been approved by the Board. The President shall have the authority to designate an alternate staff member to exercise the functions of the General Manager contained in Section III.A. in the event the General Manager is temporarily absent and unable to perform his or her duties due to illness or other temporary emergency or due to the extended leave of the General Manager. When designating a staff member to temporarily perform some or all of the duties of the General Manager, the President shall do so in writing and shall identify the term during which his or her designation is effective. The presiding officer shall have all the rights and duties enjoyed by any other member of the Board of Directors, including the right to make and second motions. In the absence of the President, or in the event of his/her inability to act, the Vice-President shall perform all of the powers and duties of the President. If both the President and Vice-President are absent or unable to act, the Board of Directors may select a President Pro Tempore, who shall perform all the powers and duties of the President. [PRC 5535, 5547, 5548]

# NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

## BYLAWS

(amended August 13, 2012)

### I. NAME, AUTHORITY AND OFFICE.

- A. **Name.** The official name of the district shall be the “Napa County Regional Park and Open Space District” (District).
- B. **Authority.** The District has been created and shall operate pursuant to Public Resources Code section 5500 *et seq*, and County of Napa Resolutions 06-110 and 06-111. References in these By-Laws to the Public Resources Code are indicated by brackets.
- C. **Office.** The District office is located at 1195 Third Street, Room 210, Napa, California, 94559

### II. BOARD OFFICERS. The officers of the Napa County Regional Park and Open Space District shall be the President and Vice-President, chosen as follows:

- A. **Time of Election.** At the first regular meeting of each calendar year, the Board shall elect from among its members a President and Vice-President. If for any reason the Board does not elect one or both of these officers at this prescribed time, or in the event one or both of these positions becomes vacant in the middle of a term, the Board may hold an election at any regular meeting of the Board.
- B. **Term.** The President and Vice-President shall begin their terms of office immediately upon election and serve until their successors are elected.
- C. **Duties of the President and Vice-President.** The President shall act as the presiding officer of the Board of Directors and in that capacity shall preserve order and decorum, decide questions of order subject to being overruled by a four-fifths vote and perform such other duties as are required by these Bylaws or by vote of the Board of Directors. The President shall sign all contracts and conveyances on behalf of the District after they have been approved by the Board. The President shall have the authority to designate an alternate staff member to exercise the functions of the General Manager contained in Section III.A. in the event the General Manager is temporarily absent and unable to perform his or her duties due to illness or other temporary emergency or due to the extended leave of the General Manager. When designating a staff member to temporarily perform some or all of the duties of the General Manager, the President shall do so in writing and shall identify the term during which

his or her designation is effective. The presiding officer shall have all the rights and duties enjoyed by any other member of the Board of Directors, including the right to make and second motions. In the absence of the President, or in the event of his/her inability to act, the Vice-President shall perform all of the powers and duties of the President. If both the President and Vice-President are absent or unable to act, the Board of Directors may select a President Pro Tempore, who shall perform all the powers and duties of the President. [PRC 5535, 5547, 5548]

**III. ADMINISTRATIVE OFFICERS.** The administrative officers of the Napa County Regional Park and Open Space District shall be as follows. Where such services are provided by employees of County by contract between County and District, District and County hereby expressly waive any conflict of interest or incompatibility of employment created thereby.

**A. General Manager.** The Board of Directors shall appoint a General Manager, who shall be the chief administrative officer of the District. The General Manager may be an employee of or a contractor to the District. The General Manager shall hold office at the pleasure of the Board. [PRC 5538]

The General Manager has the following administrative and executive functions, powers, and duties, and shall do all of the following:

- (1) Enforce all ordinances and regulations of the district, and the applicable provisions of Article 3 of Chapter 3 of Division 5 of the Public Resources Code.
- (2) Appoint subordinates, clerks, and other employees, and exercise supervision and control over all departments and offices of the district. Those appointees shall hold employment at the pleasure of the general manager.
- (3) Attend all meetings of the board unless excused by the board.
- (4) Submit to the board for adoption any measures, ordinances, and regulations he or she deems necessary or expedient.
- (5) Enforce all terms and conditions imposed in favor of the district or its inhabitants in any contract and report any violations to the board or the appropriate law enforcement agency, as appropriate.
- (6) Prepare and submit the annual budget to the board, and perform all other duties imposed by this article or by the board.
- (7) Sign vendor claims, contract face sheets, purchase orders, checks and warrants, and/or otherwise bind the district, in accordance with board policy and the adopted District budget, and without advertising, for the payment for supplies, materials, labor, or other valuable consideration for any purpose other than new construction of any building, structure, or improvement in amounts not exceeding ten thousand dollars (\$10,000), and for the payment for supplies, materials, or labor for new construction of any building, structure, or improvement in amounts not exceeding

twenty-five thousand dollars (\$25,000). All expenditures shall be reported to the board of directors at its next regular meeting. [PRC 5549 and Resolution 07-03]

(8) Apply for grants and accept gifts, without prior Board approval, subject to reporting of such grants and gifts to the Board at least quarterly [amended August 11, 2008].

(9) Apply for, sign and/or otherwise authorize and implement permits, memorandums of understanding, letters, actions authorized by the Local Procedures for Implementing the California Environmental Quality Act adopted by the Board on January 8, 2007, actions related to the National Environmental Policy Act, and other similar administrative actions related to implementing projects, programs and policies approved by the Board of Directors. Any such actions which are covered by paragraphs seven and eight above, or which otherwise financially bind the district, that have not been previously and specifically approved by the Board, shall be reported to the Board at its next regular meeting.

- B. Controller.** The Board of Directors shall appoint a Controller, who may be an employee of or a contractor to the District. The Controller shall hold office at the pleasure of the Board. [PRC 5538]

The controller is the custodian of the funds of the district and shall make payments by check or by warrant drawn upon the district's depositories for obligations that have been first approved by a majority of the board of directors at a meeting of the board of directors. The controller is further authorized to pay demands against the district, approved by the General Manager, without the prior, specific approval of the board, that are for any purpose for which an expenditure has been previously authorized in the district's adopted budget and which do not exceed the amount of expenditure so authorized. Demands so paid shall be presented to the board of directors at the next regular meeting for its review and approval. If the funds of the district are maintained solely in the county treasury, the county auditor shall exercise the powers otherwise conferred by this section on the controller. [PRC 5552 and Resolution 07-03]

The board of directors shall by ordinance or resolution authorize signatories for checks or warrants drawn in payment of obligations and demands against the district. Authorized signatories shall be selected from members of the board of directors of the district, the general manager of the district, the administrative secretary, or any other officers and employees which may be designated by the board. [PRC 5552]

The controller shall keep an account of all receipts and disbursements, and shall deposit all money received by him or her in a depository or depositories selected by the board of directors. [PRC 5552]



The controller shall install and maintain a system of auditing and accounting, which will at all times show the financial condition of the district, and shall perform such other duties as may be imposed upon him/her by Article 3 of Chapter 3 of Division 5 of the Public Resources Code, the Board of Directors, or the General Manager. Payment of employee salaries and benefits and other recurring claims may be authorized annually by the Board of Directors. [PRC 5553]

- C. Secretary.** The Board of Directors shall designate a Secretary who shall countersign and affix the seal to all contracts and conveyances on behalf of the District, shall act as secretary to the Board of Directors and keep a record of its proceedings, shall perform budgetary transfers, journal entries, and correcting journal entries, to implement Board policies, or actions approved by the General Manager and shall perform such other duties as may be imposed by the Board of Directors and/or Article 3 of Chapter 3 of Division 5 of the Public Resources Code. In the event the regularly-designated Secretary is absent from a meeting of the Board of Directors, the Board of Directors may appoint another person to serve in that capacity on an interim basis. The Secretary shall be an employee of or contractor to the District. [PRC 5535 and 5551 and Resolution 07-03]
- D. Treasurer.** The Board of Directors shall designate a Treasurer who shall perform such duties as may be imposed by the Board of Directors and/or Article 3 of Chapter 3 of Division 5 of the Public Resources Code. The Treasurer shall be an employee of or contractor to the District. [PRC 5535][PRC 5568]
- E. District Counsel.** The County Counsel of the County of Napa shall be the legal counsel of the District. [PRC 5556]
- F. Relationship Between Board of Directors and District Officers, Staff and Contractors.** The Board of Directors as a whole or through a Board-authorized subcommittee may consult with, seek information from and/or provide assistance to any Administrative Officer. The Board of Directors as a whole may through motion, resolution or ordinance provide direction to any Administrator Officer. Individual members of the Board may consult with, seek information from and/or provide assistance to any Administrative Officer to the extent that any such consultation, inquiry or assistance does not, in the judgment of the Administrative Officer, require an undue expenditure of time and/or expense. The Board of Directors as a whole, through a Board-authorized subcommittee, or individually shall only consult with, seek information from and/or provide assistance to any other District staff , and/or contractors with the express permission of the Administrative Officer to whom said staff, contractors and/or consultants report.

#### IV. MEETINGS

- A. Date of Regular Meetings.** Regular meetings of the Board of Directors shall be held the second Monday of each month, unless this date coincides with an official holiday, in which case an alternate time is adopted as part of the calendar described herein. The District shall annually, at its last meeting in December, adopt a schedule for its regular meetings for the subsequent Calendar year. Notwithstanding the foregoing, any regularly scheduled meeting of the Board of Directors may be canceled by majority vote of the Board of Directors or, for lack of business or a quorum, by the President or Secretary.
- B. Time of Regular Meetings.** Regular meetings of the Board of Directors shall commence at 2:00 p.m. and end not later than 5:00 p.m. .
- C. Location of Regular Meetings.** Unless otherwise stated on the posted meeting agenda as authorized by prior motion of the Board of Directors, regular meetings of the Board of Directors shall be held in the Board of Supervisors Chambers on the third floor of the County Administration Building, 1195 Third Street, in the City of Napa, California.
- D. Emergency Meetings.** Emergency meetings of the Board of Directors shall be called in conformance with the provisions of the Brown Act [GOV 54950 and following].
- E. Special Meetings.** A special meeting may be called at any time by the President or upon the request of two of the members of the Board by delivering written notice to each member and to each person or entity entitled by law to receive such notices. Notices to the Board shall be sufficient if delivered to the Secretary, who shall deliver all other required notices. The notice shall specify the time and place of the special meeting and the business to be transacted and shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public. No other business shall be considered at such meetings by the Board.
- F. Closed Sessions.** Nothing contained in these bylaws shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session.
- G. Adjourning Meetings and Continuing Public Hearings to Other Times or Places.** The Board by majority vote, may adjourn any meeting. Less than a quorum may adjourn from time to time. If all Board members are absent from any regular meeting or adjourned regular meeting the General Manager of the District may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings unless such notice is

waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the adjournment. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Any public hearing being held, or any hearing noticed or ordered to be held at any meeting, may by order or notice of continuance be continued or re-continued to any subsequent meeting in the same manner and to the same extent set forth herein for the adjournment of the meetings; provided, that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

**H. Agendas.** At least 72 hours before a regular meeting, an agenda containing a brief general description of each item of business to be transacted or discussed shall be posted at a location freely accessible to members of the public. The agenda shall specify the time and location of the regular meeting. No action shall be taken on any item not appearing on the posted agenda except as permitted by law. If not so included, questions or comments regarding the item shall be limited to the scope permitted for "public comment" under the Brown Act. Supplemental agendas will be prepared and considered by the Board of Directors only under the following conditions:

1. **Emergencies.** Upon a determination by the Board of Directors that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
2. **Need Arising after Posting.** Upon a determination by a two-thirds vote of the Board of Directors (4 votes) or, if less than two-thirds of the potential votes are present, a unanimous vote of the Board of Directors present (3 votes required), that there is a need to take immediate action and the need to take action came to the attention of the Board of Directors or the Administrative Officers of the District subsequent to the regular agenda being posted.
3. **Recently Continued Item.** The item was properly posted for a prior meeting of the Board of Directors occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

## V. CONDUCT OF MEETINGS

- A. Order of Business.** The regular order of business of the Board of Directors shall be:
1. Call to order.
  2. Approval of the minutes of the previous meeting.
  3. Public comment on unagendized items.
  4. Consideration and action on Agenda Items.
  5. Adjournment.
- B. Parliamentary Procedure.** The rules of parliamentary procedure set forth in the Sturgis' Standard Code of Parliamentary Procedure, 4th Edition, shall govern all meetings of the Authority, except as otherwise herein provided.
- C. Recording of Meetings.** Any meeting of the Board of Directors, other than a closed session permitted under the Brown Act, may be recorded by any person, unless the Board of Directors determines that such recording could constitute a disruption of the proceedings.
- D. Presentations to the Board of Directors.** Any person desiring to address the Board of Directors shall be requested, when recognized by the President, to give their name and address to facilitate preparation of the minutes. No persons shall be denied recognition or denied the opportunity to speak solely because they decline to state their names and addresses. The President may, in the interest of facilitating the business of the District, set reasonable time limits in advance of oral presentations of public input. Persons may be required to submit written testimony in lieu of oral testimony if the President determines that a reasonable opportunity for oral presentations has been provided, and in such a case, the matter may be continued to a later date to allow a reasonable time for such submittals to occur.
- E. Recordation of Board of Directors Actions.** All official actions or decisions by the Board of Directors shall be entered in the minute book of the Board of Directors kept by the Secretary. The vote or votes of each member of the Board of Directors on every question shall be recorded. Only written action minutes will be maintained, however, electronic recordings will be made by the Secretary of each meeting of the Board of Directors which shall be available to the public for inspection by request made at the Napa County Department of Conservation, Development and Planning, Room 210, 1195 Third Street, Napa, California 94559.

## VI. VOTING AND QUORUM

- A. **Roll Call Vote.** A roll call vote may be required for voting upon any motion of the Board of Directors, at the discretion of the President.
- B. **Inaudible Votes.** Any member present who does not vote in an audible voice shall be recorded as voting "aye". A member may abstain from voting only if the member has recused himself or herself from participating due to a conflict of interest under Government Code section 87100 and following, in which case the member shall not be present in the meeting room during the discussion and action on the item.
- C. **Quorum.** A majority of the members of the Board shall constitute a quorum for the purpose of conducting its business. [PRC 5535]
- D. **Voting Affected by Conflict of Interest.** As a general rule, no member shall participate as a member in any discussion or voting if to do so would constitute a conflict of interest. However, if a quorum cannot be achieved or the required number of affirmative votes for action obtained because conflicts of interest exist that prevent members having such conflicts from discussing or voting on the matter, and the conflicts are such that an insufficient number of non-conflicted members will be available to vote at a later date even if the matter is continued, then the matter shall not be continued and a sufficient number of members having conflicts of interest, selected by lot, shall be allowed to participate to provide enough votes for the Board of Directors to form a quorum and take affirmative action.
- E. **Motion to Reconsider.** The Board of Directors may reconsider a matter during the meeting at which the vote was taken, provided all members who were present when the matter was discussed and voted upon are still present and provided further that the motion to reconsider is made by a member who voted with the majority. A motion for reconsideration shall have precedence over every motion except a motion to adjourn. A final vote on any matter may also be placed on the agenda for reconsideration by the Board of Directors upon motion of any member at any later meeting. When the Board of Directors approves a motion for reconsideration, the Board of Directors may, in its discretion, reconsider the matter immediately or at a later date, subject to the provisions of the Brown Act.
- F. **Actions of the Board.** The Board of Directors shall act only by ordinance, resolution, or a motion duly recorded in the minutes of the meeting. The ayes and noes shall be taken upon the passage of all ordinances or resolutions, and entered upon the journal of the proceedings of the board. An ordinance, resolution, or motion shall not be passed or become effective without the affirmative votes of at least a majority of all

the members of the board. Each member shall have one vote. No votes may be cast by proxy. The enacting clause of all ordinances passed by the board shall be in these words: "Be it ordained by the Board of Directors of the Napa County Regional Park and Open Space District." All resolutions and ordinances shall be signed by the President and attested by the Secretary, administrative secretary, or clerk, and all ordinances shall be published once within 30 days after adoption, in a newspaper of general circulation printed, published, and circulated in the district. [PRC 5547]

## VII. SUBCOMMITTEES.

- A. **Ad Hoc Subcommittees.** The Board of Directors hereby authorizes the creation of ad hoc subcommittees on special subjects from time to time so that Board of Directors having the necessary expertise to conduct field, plan or other specialized reviews may investigate, observe, review or otherwise study and report back their observations and conclusions to the full Board of Directors for possible further action. When creating such ad hoc committees, the Board of Directors shall specify the subject to be investigated and time to report, and shall appoint those Directors who will serve on the ad hoc subcommittee. Ad hoc committees shall consist of two Directors. Upon presentation of its report to the full Board of Directors, each such ad hoc subcommittee shall cease to exist. Ad hoc subcommittees created pursuant to this subsection shall not be subject to the Brown Act.
- B. **Standing Subcommittees.** The Board of Directors may create and appoint its members to standing subcommittees to look into specific subjects on an ongoing basis. Each standing subcommittee shall consist of two Directors. All standing subcommittees shall be subject to the Brown Act.

## VIII. COMPENSATION AND EXPENSES

- A. **Compensation.** Members of the Board of Directors shall not receive compensation of any kind for attendance at meetings or the conduct of District business, except for expenses as provided herein.
- B. **Expenses.** Members of the Board of Directors may receive reimbursement for expenses related to their duties as members of the Board of Directors, but only to the extent funds are included and available in the adopted District budget, and subject further to documentation and approval procedures adopted by the Board of Directors. [PRC 5536, 5536.5, GOV 53232.2, 53232.3]

## **IX. CHANGES TO BYLAWS**

The provisions of these Bylaws may be altered, amended, or repealed by the Board of Director sat any time, within limitations imposed by the Brown Act, Article 3 of Chapter 3 of Division 5 of the Public Resources Code, and all other applicable laws and regulations.

### Notes:

[PRC \_\_\_\_] refers to the Public Resources Code of the State of California

[GOV \_\_\_\_] refers to the Government Code of the State of California



Napa County Regional Park  
and Open Space District

## STAFF REPORT

Date: August 13, 2012  
Item: 4h  
Subject: Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff, and standing approval of ongoing expenses at Bothe-Napa Valley Park.

### Recommendation

Receive the report and authorize the General Manager to pay ongoing expenses for utilities and service agreements at Bothe-Napa Valley State Park.

### Background

Section III.A.(7) of the District By-laws 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	Journal #	Purpose	Recipient	Amount
6/30/2012	0000230825	SP insurance	Alliant and Markel	1982.84
6/30/2012	0000230825	SP materials	Central Valley	339.30
6/30/1012	AP00230654	SP stove for house	Jeanne Marioni reimbursement	287.72
6/30/2012	AP00230999	SP vegetation management	CA Dept of Forestry	900.72
6/30/2012	AP00230999	SP supplies	Sandy Jones reimbursement	60.43
6/30/2012	AP00230999	SP pool repairs	Diamond Quality Pool	2712.28
6/30/2012	AP00230999	SP materials	Central Valley June	1078.65
6/30/2012	AP00231094	SP materials	John Woodbury reimbursement	106.98
6/30/2012	AP00231094	SP office supplies	Yip and Assoc. and John Woodbury reimbursements	409.06
6/30/2012	AP00230999	SP flash drive	Sandy Jones reimbursement	21.69



6/30/2012	AP0231094	SP recycling signs	John Woodbury reimbursement	160.77
6/30/2012	AP00230046	SP materials	Central Valley	3740.97
6/22/2012	0000229691	SP office expense	Napa Valley Engraving	51.72
6/22/2012	0000229691	SP office expense	John Woodbury reimbursement	70.07
6/22/2012	0000229691	SP materials	John Woodbury reimbursement	317.16
6/22/2012	0000229691	SP transportation	John Woodbury reimbursement	178.71
6/30/2012	AP00230046	SP uniforms	John Woodbury reimbursement	102.16
6/30/2012	AP0023092	SP contingent account deposit	State Parks	1600.00
7/13/2012	AP00230489	SP contingent account deposit	State Parks	10400.00
6/27/2012	AP00229874	SP transportation	John Woodbury reimbursement	136.54
7/13/2012	AP00230933	MC insurance	Alliant	733.00
6/30/2012	AP0023064	MC supplies	Diamond Quality Pool	185.05
6/30/2012	AP00230046	NRER materials	Central Valley	15.06
6/27/2012	AP0023064	MC expenses	Yip and Assoc. reimbursement	37.09
6/30/2012	AP00230654	GF legal notice	Napa Register	324.22
6/27-30/ 2012	AP00229874, AP 00230654	GF transportation	John Woodbury reimbursement	98.79

The General Manager has also taken the following actions:

- Continued to accept donations to be used for repairs and improvements to Bothe-Napa Valley State Park.
- Signed a grant agreement with the Bechtel Foundation for \$50,000 this year, and another \$50,000 next year.
- Approved setting up standing accounts/agreements with PG&E, Upper Valley Disposal, ATT, and alarm company for ongoing services at Bothe-Napa Valley State Park.

Napa County Regional Park and Open Space District

Plan of Projects  
**Status Report**

August 13, 2012

<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. Sonoma County agency staff have prepared an initial analysis of trail alignments on the Sonoma side of the Napa-Sonoma border. A proposed realignment for the Napa portion of the route has been prepared, has been reviewed by the Ridge Trail staff, and is now undergoing minor changes in response to those comments. <u>Given current short staffing at the District, Dee Swanhuysen (with the Ridge Trail) has been nice enough to take on much of the editing and she foresees bringing it to her Board in the next month or two.</u>
Bay Area Ridge Trail Tuteur Loop	Assignment of Tuteur Loop Ridge Trail easement from the Bay Area Ridge Trail to the District	The Bay Area Ridge Trail Council obtained a donated easement from the Tuteur family and constructed a section of Bay Area Ridge Trail adjacent to Skyline Park. The Council wishes to transfer this easement to the District. Staff for the District and Council have gathered all the relevant documents, and initiated discussion with the Tuteur family to determine if there are any issues or amendments that should be considered. Next steps are to complete legal review of the documents, make amendments if warranted, obtain the consent of the Coastal Conservancy (who funded the trail construction), and then execute the assignment. Completing transfer of the easement has been temporarily put on hold until staff workload eases.
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.	
	Phase Two--Green Island Road to Soscol Ferry Road	Questa has completed a revised the draft PUC permit application for a public crossing of the SMART tracks. SMART, NRCA and the PUC have verbally agreed to allow the railroad crossing; formal concurrence is now being sought. District staff is continuing to work with SMART to get their formal approval. LSA Associates has completed a biological survey for the Fagan Marsh area; based on the results, DFG has indicated they do not want the trail alignment to follow the levee on the north side of Fagan Marsh; District staff is now reviewing the feasibility of an alternative alignment. DFG, the Bay Trail Project and the Coastal Conservancy are funding the preparation of the supplemental environmental analysis for the section of the trail next to DFG's ponds 9 and 10; this work is being handled by Ducks Unlimited on behalf of DFG. District staff met with the involved parties on May 25, 2011 and again on November 9, 2011 to resolve questions, and is continuing to meet to address questions about the scope of additional CEQA review. DU has completed their draft review, including cost estimates. District staff together with Napa Sanitation District staff toured two other water treatment facilities that have segments of the Bay Trail going through or past their facilities.
	Phase Three--Soscol Ferry Road to Napa Pipe	All permits and permissions have been obtained, and construction bid documents are done. Caltrans has determined the project is eligible for federal Transportation Enhancements grant funds, and has approved NEPA review for the project. Staff is now completing Caltrans' extensive paperwork needed to obtain the funds. The goal was to to construct the project May-June 2012, but Caltrans approval will not be ready in time. Hopefully the funding can be extended, but this is not guaranteed.
Berryessa Estates	Acquire 480 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.	The District met with BLM in mid-January 2011 to discuss how to speed up BLM's process for the no-fee transfer of this property. Another meeting was held August 5, 2011 to try and speed up the BLM processing of this application. CDF and the Pope Valley Volunteer Fire Department have added a proposal to construct a fire substation on a corner of the property. A community meeting was held March 2009 to get input from the community. 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. The District has allowed excess soil from a nearby public project to be disposed of on this property, which saves them money and facilitates the eventual construction of the fire substation; staff is working on a drainage easement to the County to assure the County takes care of the extension of the storm drain under this new fill. CDF crews did extensive fire break work in 2009 through 2011 to protect the residences next to the BLM land.
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; staff is developing a plan for how to stop the trespass. As a first step, a letter was sent to all property owners in that area introducing the District, explaining the deed restriction prohibiting off road vehicles, and asking for their cooperation. No further work is anticipated until Lake Berryessa Trail planning is completed by Berryessa Trails and Conservation. District staff has been meeting with Reclamation, their consultants and interested parties on the trail planning and prioritization. An inholding between the District's property and BLM property is available for purchase; the land trust has agreed to pursue purchase of the property, with the understanding that the District is interested in acquiring the property from the land trust at a future date when funding is available.

<p>Blue Ridge/Berryess Peak Trail</p> <p>Obtain right of way and construct trail to provide public access to extensive federal lands on Blue Ridge and to Berryessa Peak</p>	<p>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. At Negative Declaration and Use Permit hearing was approved December 16, 2009 by the County Planning Commission. An Operations and Management Plan has been approved by the property owner and the District. There were volunteer trail building work parties in November 2010 and January, February and March and April 2011 working on the easement section of the trail. BLM staff on April 11th inspected the proposed trail alignment where it crosses BLM land. District and BLM staff meet on August 5, 2011 to determine how to speed completion of BLM review of this project. BLM's biologist inspected the alignment on September 17, 2011. Volunteer work parties were led by Yolo Hiker in December 2011 and January, February and March 2012. District staff met with Fish and Game on June 15, 2012 to discuss signage at the trailhead on DFG property, and is now preparing proposed signage language for DFG review.</p>
<p>Camp Berryessa</p> <p>Redevelopment of former Boy Scout Camp into a group/environmental education camp.</p>	<p>CEQA and NEPA review is complete, as is the Use Agreement between the District and Reclamation. A grant for \$50,000 to help with construction has been provided by the Mead Foundation, together with a \$1.5 million grant from the State Coastal Conservancy. The contract for preparation of plans and specifications with Psomas was approved by the Board at its October meeting, and Psomas <u>has now completed preliminary design work.</u> A meeting of potential future users was held September 22, 2011. The District has contracted for labor compliance monitoring for the construction work. Efforts to reuse the existing well proved unsuccessful, though water quality tests did demonstrate the groundwater in the area is of acceptable quality. Reclamation has approved drilling a new well to replace the existing non-functioning well, <u>a well drillier has been selected, and he foresees completing the work in August. Psomas promises 60% construction plans by the end of August as well.</u> The camp will likely open in the fall of 2013.</p>
<p>District Non-profit Foundation</p> <p>Organize a non-profit foundation to raise funds for District projects</p>	<p>The District Board has approved the goals, objectives and basic structure for a non-profit foundation to assist the District with fundraising. Formation of the foundation will likely be timed to the opening of Camp Berryessa.</p>
<p>Lake Hennessey North Shore Trails</p> <p>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.</p>	<p>In November, 2009 directed city staff to work with the District to finalize an agreement for the proposed Hennessey trails. A plant survey of the new section of trail was completed on April 3, 2010. The District approved a Mitigated Negative Declaration on February 14, 2011. <u>A final lease agreement and operations plan has been completed and is before the District Board for approval this month. City Council action is expected in September. Trail work is expected to begin in the Spring/Summer of 2013 and public trail access is slated to be available come Fall of 2013.</u></p>
<p>Moore Creek Open Space Park Development</p> <p>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.</p>	<p>All discretionary permits have been obtained, and park improvements are underway. The County road department completed paving of the entryway driveway in November 2012. The design of the new septic system for the ranch house has been approved by the Regional Water Quality Control Board. The eastern boundary survey is complete except for a small amount of flagging, and several fencing contractors are preparing bids for the work. More trailwork and french broom pulling was done at the December 2011 and January and February 2012 volunteer work weekends. The ranch house was used by VOCAL for a crew leader training in March, and a Land Trust first aide training in February. <u>Staff has submitted grading permits for construction of the South Segment of the Valentine and building permits for the trailhead restrooms and ranch house alternative septic system. A bidders conference was held on site on August 2 for construction of the new trail segment and bids will be opened on Tuesday August 14th. Construction of the trail is anticipated in August/September.</u> The park is expected to open to the public in the fall of 2012.</p>
<p>Napa River Ecological Reserve Restoration</p> <p>Remove invasive plants and restore native vegetaion in the entryway meadow, replace damaged signage and information panels, restorate the interior trail and interpretive elements, and if feasible install a seasonal bridge, using a \$100,000 grant from the State Coastal Conservancy.</p>	<p>The CCC did mechanical and chemical weed removal and installed an all-weather surface on the trail from the parking area to the river levee, in May and June 2010. Additional invasive weed removal, mapping, and cleanup was done by volunteers on numerous occasions in 2010 and 2011. The District has used grant funding to bring several thousand students to the site to study ecology of the area and assist with the habitat restoration. Staff met with invasive plant control specialists on June 3, 2011 to evaluate eradication efforts to date and plan next steps. Native plant cuttings gathered from the reserve were propagated and planted by volunteers in Dec 2011 and Jan 2012. Supplemental grant funding for the restoration work was awarded by the County Wildlife Commission and the Conservancy his willing to extend the termination date for their grant, in light of the delays to the project caused by the State's budget problems. DFG has agreed to a simplified approval process. District staff met with DFG on December 8, 2011 to agree on work plans for 2012. Several school field trips have been held since the beginning of the calendar year. Both the Coastal Conservancy grant and the Wildlife Commission grant the District received to pay for restoration work have had their deadlines extended until March and June of 2013. This time extension will allow us to continue invasive weed removal.</p>
<p>Oat Hill Mine Trail</p> <p>Improvements to first 1/2 mile of trail next to Calistoga</p>	<p>The litigation holding up this project has been successfully concluded, meaning the District can now complete repairs to the first 1/2 mile of the trail. Because of the cash flow needs of the Napa River and Bay Trail project, completion of the work on the Oat Hill Mine will be delayed until summer of 2012. Several of the trail sign posts have been vandalized and will need to be replaced. The District is continueing to work with Tuleyome on a project to clean up the Twin Peaks and Corona Mines, in the hopes this may enable the District to safely open the northern Oat Hill Mine Trail for public use. <u>District staff has installed new signage disuading hikers from trespassing on neighboring properties as well as signs indicating that the Trail is temporarily closed during hunting season.</u></p>
<p>Oat Hill Mine Trail</p> <p>Transfer of 40 acre parcel from BLM</p>	<p>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; this application is pending. Staff met with BLM in February 2011 to discuss how to speed up this transfer; another meeting with the same topic was held August 5, 2011.</p>

<p>Rector Ridge/Stags Leap Ridge Trail</p> <p>Construction of staging area and 6+ miles of Ridge Trail climbing east from Silverado Trail near Rector Creek.</p>	<p>CEQA on this project was completed several years ago--staff is preparing an update to the Negative Declaration due to the passage of time since the original approval. The project concept has been approved by the District Board, and is being positively viewed by the Veterans Home administration. Veterans Home staff have been having difficulty figuring out what approval process is needed, because of ongoing discussions at the state level about the appropriate roles and future programs for the Veterans Home. District and Veterans Home staff have discussed possible short-term steps that can be taken to get the project moving. Key management staff at the Veterans Home retired in November 2010, so progress is delayed pending the filling of their vacant positions.</p>
<p>River to Ridge Trail</p> <p>Lot line adjustment to legalize River to Ridge Trail as constructed (it currently encroaches on private property in two locations)</p>	<p>Deeds accomplishing the adjustment in property boundaries between Syar and the State have been recorded. If the County ends up not being able to purchase Skyline Park, including the area with the River to Ridge Trail, then the County and the state will need to record a new trail alignment easement description.</p>
<p>Skyline Park Protection</p> <p>Purchase of Skyline Park from the State</p>	<p>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. A fourth legislative effort by Assemblymember Evans in 2010, sponsored by Napa County and supported by the District, was approved by the legislature and signed by the Governor. The County and state General Services have agreed on an appraisal process for determining the fair market value purchase price. The County has retained an appraiser acceptable to the State, and a draft appraisal is now being reviewed by the County and the State. In late April 2012 the state indicated they were rescinding their offer to sell the park even at the unencumbered estimated value, and were going to prepare their own appraisal. Acquisition efforts are on hold until the State completes its revised appraisal.</p>
<p>Spanish Valley, Crystal Flats, and Stone Corral</p> <p>Planning for 3,400 acres of open space donated by Bob and Evalyn Trinchero</p>	<p>Staff met with key community leaders from Lake Berryessa Estates on February 6 and March 6, 2011. A public session was held April 21st at the Pope Valley Farm Center. The District has negotiated an easement across the District's Stone Corral property to resolve one of the clouds on the title to this land; this easement was approved by the Board at its October meeting, and has now been finalized and recorded. Staff met with the LBEPOA Board on November 13th and again on December 4, 2011 to discuss use of the Crystal Flats and Stone Corral areas. District staff has prepared a draft agreement between the District and the Association, which the Association is now reviewing. <u>A formal Association response is expected in mid-September, following a series of community meetings which they are holding to canvas their membership.</u> The District took full possession of the properties on January 1, 2012. The District is working with a well driller to make the existing well in Spanish Valley functional. The District has contracted for botanical and bird surveys over the course of this year. The Association elected a new Board of Directors in May 2012. <u>Staff completed a preliminary survey of the Spanish Valley access road in late July and, while legal access to the property has been established. However, it does not appear that the existing road is located within the Spanish Valley Trail easement. In all likelihood, rights for the public to access Spanish Valley will have to be negotiated with the adjacent property owner and this may push our timeline on this project out by a year, or more.</u></p>
<p>State Parks</p> <p>Operate Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park</p>	<p>The Park Manager and Assistant Manager have been hired, a part-time community outreach professional is under contract, and three seasonal park aides have been hired. Camp hosts are in place. Staff is still seeking permission from the County to reopen the swimming pool. The state is nearly complete with installing 3 yurts, and the District has completed site prep in anticipation of installing an additional 7 yurts. <u>Final inspections and occupancy permits for the State yurts are expected in September once fire-safety clearing has been completed.</u> Numerous volunteer projects were held in April (PG&amp;E event improving the Mill, firewood splitting, hazardous tree removal, mowing, pool cleaning, native plant garden maintenance, historic orchard restoration, and lots of trash removal. A volunteer forestry management group has been formed <u>and the District is in the process of buying a boom truck and other equipment on support of their mission.</u> Utility service accounts have been transferred from the state to the District. Work on an improved recycling system <u>is nearly complete.</u> Septic tanks serving the cabins and picnic area had to be pumped in May, and sewer lines were located and cleared of root blockages. Two broken gas lines were fixed. <u>The pool has been permitted by the County and is now open to the public.</u> Nearly \$250,000 in gifts and grants have been obtained to assist with improvements at the parks.</p>
<p>Vallejo Lakes</p> <p>Possible purchase of 1100 acres of surplus Vallejo Water District lands, of which 200 acres are located in Napa County</p>	<p>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. The City of Vallejo has hired an appraiser to prepare an estimate of the property's fair market value, but this has not yet been released. District staff met with Solano Land Trust staff on September 7, 2011 to discuss project status and next steps. The District GM, together with the County of Solano EO, in February 2012 each sent letters to the City of Vallejo expressing interest in the property and requesting notification per state law of any planned surplus of the property. The District's analysis of County ROW's with potential for recreational trails identified a potential ROW through the Vallejo Lakes property; however, it appears that one short section of the historic ROW is in Solano County and appears to not have been properly established.</p>
<p>Vine Trail</p> <p>A Class I bicycle/pedestrian path extending from Calistoga to the Vallejo Ferry Terminal sponsored by the Vine Trail Coalition, of which the District is a participating member.</p>	<p>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, the Bay Area Ridge Trail, the San Francisco Bay Trail and the Vine Trail Coalition have prepared a joint Case Statement for the combined trail network for fundraising purposes. The District on February 5, 2010 submitted an appropriations request for FY 2011 to Senator Feinstein, and a similar request to Congressman Thompson on February 26, 2010 on behalf of the Vine Trail Coalition. Approximately \$235,000 in federal Transportation Enhancements fund is available to construct the section of the trail under the Butler Bridge. NCTPA will act as pass-through for both of this grant, since Caltrans has not been willing to enter into a Master Agreement with the District. Staff is currently working through the paperwork required by Caltrans for this grant. Delays in getting the paperwork processed mean the project will not happen this fiscal year; a funding extension will need to be requested, though the extension is not guaranteed.</p>

## Completed Projects

Bay/River Trail -- American Canyon to Napa Phase I Phase One--Euclptus Drive to Green Island Road	Construction of approximately 5 miles of Class I bicycle and pedestrian path in the vicinity of American Canyon along the Napa River was completed in April 2012, in partnership with the City of American Canyon, Department of Fish and Game and Napa Vallejo Waste Management Authority. The project is complete, and the final inspection by the granting agency is scheduled for May 11, 2012. A formal opening ceremony was held June 2, 2012.
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.
Oat Hill Mine Trail	The Oat Hill Mine Trail was formally opened in May of 2008, after a major volunteer work party doing signage installation, brush removal and erosion control.
Historic ROW Analysis	Staff has completed a comprehensive review of historic rights-of-way, and is now focusing attention on those which have greatest potential. Study to determine location and status of historic road Rights-of-Way and whether they have value as non-motorized recreational trails
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
Master Plan Update	Board ad hoc committee appointed. Methodology for doing update has been agreed upon. Project was delayed due to competing demands on staff time (primarily the effort to keep Napa's state parks from closing. A draft update has been prepared by staff working with the Board ad hoc committee for the Master Plan update, and released by the Board at the April 9, 2012 meeting for public comment. The plan update was adopted by the Board at its June 2012 meeting. First scheduled update to the Master Plan adopted in January 2009
Milliken Reservoir Trails and Picnic Area Feasibility Study	The feasibility study has been completed, and accepted by the Board of Directors. The Napa City Council in November, 2009 approved city staff recommendation to hold off on the Milliken Reservoir trails project until the Hennessey trail project is up and running. Would construct approximately 3 miles of Bay Area Ridge Trail plus additional feeder and loop trails, along with a staging and picnic area
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 April 2009.
Napa River Ecological Reserve Improvements	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	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. Provide on-site water supply for group campground for cattle
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.
River to Ridge Trail Entrance Enhancements	A new information kiosk was installed at the entrance in December 2008 as part of a Boy Scout project. Several Live Oak seedlings were donated by CNPS and have been planted at the entrance to improve its appearance.
River to Ridge Trail	Correct drainage problems to trail can be used year-round. Two volunteer work weekends in March and April and two more in May of 2010 were organized by the District to clear brush, improve drainage, and surface about 300 feet of the trail with quarry fines to control problems with mud. <u>Volunteers completed additional work in August 2011.</u>
Skyline Park Road and Trail Improvements	Erosion control work on Lake Marie Road, and paving of campground loop road, completed in 2007 using State Prop 12 funds.
Skyline Park Concessionaire Agreement Renewal	District staff negotiated renewal of concessionaire agreement on behalf of the County. The renewal involved changes to the fee schedule and amendments to and approval of subagreements with three non-profit partner organizations.

Skyline Park Trail Improvements	Major volunteer event to reroute and repair trails	Staff worked with SPCA and V-O-CAL to sponsor a weekend work party on October 15-17, 2010. Approximately 110 volunteers worked to reroute and repair trails experiencing serious erosion problems. SPCA is donating \$1,000 toward expenses.
Skyline Park Facility 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.
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 was approved in concept by the flood control district, and Park District staff prepared the first draft of a transfer agreement. Subsequently, attorney's for the flood district concluded it would be better from their perspective for the flood district to retain ownership of the property, due to their ongoing maintenance obligations.
State Parks	Assume management of Bothe-Napa Valley State Park and keep it and the Bale Grist Mill open	The District took over operations of the parks on April 1, 2012, and have a 5 year agreement with the State to continue operating the parks.
Trichero Open Space Acquisition	Donation of 3,400 acres of open space to the District by Bob and Evalyn Trinchero	The donation was completed on December 29, 2010. A related granting of an access easement to the Lake Berryessa Resort Improvement District was completed in mid-January 2011.
Wild Lake Ranch	Assist land trust with planning and possible joint management of trails, camping and picnic areas.	The District participated in the development of a strategic plan for the property, together with other public lands in the area, that was led by the Land Trust of Napa County. The land trust has decided, at least for the near term, to manage the Wildlake-Duff property itself.