



**REGULAR OPEN SPACE, ACTIVE
TRANSPORTATION, AND SUSTAINABILITY
COMMISSION MEETING AGENDA**

City Hall - Council Chambers
4381 Broadway, Ste. 201, American Canyon

**March 5, 2025
6:30 PM**

Chair: Tara McClinton-Horner

Vice Chair: Vacant

Commissioners: Debbie Chavarria, Barry Christian, Sean Hughes, Nance Matson

Youth Commissioner: Calix Joel Delos Santos Mintalar

Tonight's meeting is a limited public forum. American Canyon promotes respectful and responsible behavior among its meeting participants, whether they are present in person or remotely. Using offensive language or remarks that promote, foster, or perpetuate discrimination based on race, creed, color, age, religion, gender marital status, status regarding public assistance, national origin, physical or mental disability or sexual orientation/gender identification, as well as any other category protected by federal, state or local laws will not be tolerated. In the case of an occurrence, the speaker will be immediately disconnected from the microphone.

PUBLIC PARTICIPATION

Open Space, Active Transportation and Sustainability Commission and other public meetings will be conducted in person. This meeting is also available via Zoom, is broadcast live to residents on Napa Valley TV, on our [website](#) and on [YouTube](#).

Zoom Link: Click [here](#). **Webinar ID:** 871 5581 9518; **Passcode:**12345. **Phone in to Zoom:** 408-638-0968

Oral comments, during the meeting: Oral comments can be made in person during Open and Closed Session or through Zoom in Open Session only. On Zoom use the "raise your hand" tool during any public comment period. To avoid confusion, hands raised outside of Public Comment periods will be lowered.

Written comments: Submit written comments by the [eComments link](#), located on the Meetings & Agendas page of our website. eComments are available to council members in real time. To allow for Council review of comments, eComments will close at 3:00 pm on the day of the meeting.

The above identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the City Clerk at (707) 647-4369 or email cityclerk@americancanyon.gov.

AGENDA MATERIALS: Agenda materials are published 72 hours prior to the mee-ng and are available to the public via the City's website at www.cityofamericancanyon.org.

AMERICANS WITH DISABILITIES ACT: Materials will be provided in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to City Clerk at 4381 Broadway, Suite 201, American Canyon, CA 94503 or by email to cityclerk@americancanyon.gov. Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

6:30 P.M. REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. **Welcome Commissioners**
Recommendation: Welcome Debbie Chavarria, Barry Christian, and Nance Matson to the Open Space, Active Transportation, and Sustainability Commission.
2. **Marin Clean Energy (MCE) Presentation**
Recommendation: Receive and file a presentation from MCE.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

This time is reserved for members of the public to address the Open Space, Active Transportation and Sustainability Commission on items within their subject matter jurisdiction. Comments are limited to 3 minutes. Comments for items on the agenda will be taken when the item is called in open session. The Commission is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Commissioners do not respond to public comment at this time.

AGENDA CHANGES

CONSENT CALENDAR

3. **Minutes of November 6, 2024**
Recommendation: Approve the minutes of the Regular Open Space, Active Transportation and Sustainability Committee meeting held on November 6, 2024.

BUSINESS

4. **Selection of Chair and Vice Chair**
Recommendation: Nominate and select a Chair and Vice Chair to the Open Space, Active Transportation, and Sustainability Commission for the term of March 5, 2025, to December 31, 2025.
5. **Newell Open Space Preserve Biological Survey Scope of Work**
Recommendation: Receive and file the Newell Open Space Preserve biological survey scope of work.
6. **Newell Open Space Management Plan**
Recommendation: Review and comment on the second draft of the Newell Open Space Management Plan.

7. **FY24/25 Work Plan Recap**
Recommendation: Receive and file the FY24/25 Work Plan recap for the Open Space, Active Transportation and Sustainability Commission.

8. **Fiscal Year 2025/26 Capital Improvement Program**
Recommendation: Review and comment on the open space, active transportation, and sustainability projects in the draft Fiscal Year 2025/26 Capital Improvement Program.

MANAGEMENT AND STAFF ORAL REPORTS

ADJOURNMENT

CERTIFICATION

I, Nicolle Hall, Deputy City Clerk for the City of American Canyon, do hereby declare that the foregoing agenda of the Open Space, Active Transportation, and Sustainability Commission was posted in compliance with the Brown Act prior to the meeting date.

Nicolle Hall, Deputy City Clerk



TITLE

Welcome Commissioners

RECOMMENDATION

Welcome Debbie Chavarria, Barry Christian, and Nance Matson to the Open Space, Active Transportation, and Sustainability Commission.

CONTACT

Alexandra Ikeda, Parks and Recreation Director

BACKGROUND & ANALYSIS

We are pleased to extend a warm welcome to Commissioners Debbie Chavarria, Barry Christian, and Nance Matson as they join the Open Space, Active Transportation, and Sustainability Commission. With their diverse expertise and backgrounds, we are confident that they will play a pivotal role in advancing the Commission's effort to promote active transportation and sustainability, and the enhancement of our open spaces. As we continue to address the critical priorities outlined in the Fiscal Year 2024/25 Work Plan, we look forward to collaborating with them and benefiting from their valuable perspectives. We are excited to see the positive impact they will have in furthering the mission of the Commission.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

None

CITY OF AMERICAN CANYON
REGULAR OPEN SPACE, ACTIVE TRANSPORTATION AND SUSTAINABILITY
COMMISSION MEETING

ACTION MINUTES

November 6, 2024

6:30 P.M. REGULAR MEETING

CALL TO ORDER

The Open Space, Active Transportation, and Sustainability Commission meeting was called to order at 6:30 pm

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present: Youth Commissioner Calix Joel Delos Santos Mintalar, Commissioner Barry Christian, Commissioner Sean Hughes, Commissioner Nance Matson, Chair Tara McClinton-Horner

Absent: Vice Chair Scott Artis

Excused: None

PRESENTATIONS

1. Welcome Youth Commissioner Calix Joel Delos Santos Mintalar

Public Works Director Erica Ahmann Smithies introduced Youth Commissioner Calix Joel Delos Santos Mintalar.

2. Countywide Active Transportation Plan Presentation from the Napa Valley Transportation Authority

Public Works Director Erica Ahmann-Smithies introduced Patrick Band from the Napa Valley Transportation Authority, who shared a PowerPoint Presentation. Chair Tara McClinton-Horner opened Public Comment. Written comments: None. Oral comments: none. Chair Tara McClinton-Horner closed Public Comment.

AGENDA CHANGES

There were no agenda changes.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Chair Tara McClinton-Horner opened Public Comment. Written Comments: None Oral Comments: None.
Chair Tara McClinton Horner closed Public Comment.

CONSENT CALENDAR

Action: Motion to approve the minutes of the Regular Open Space, Active Transportation and Sustainability Commission meeting of October 2, 2024, made by Commissioner Nance Matson, seconded by Commissioner Sean Hughes, and CARRIED by roll call vote.

Ayes: Commissioner Barry Christian, Commissioner Sean Hughes, Commissioner Nance Matson, Chair Tara McClinton-Horner

Nays: None

Abstain: Youth Commissioner Calix Joel Delos Santos Mintalar

Absent: None

Excused: None

3. Minutes of October 2, 2024

Approved the minutes of the Regular Open Space, Active Transportation and Sustainability Commission meeting of October 2, 2024.

BUSINESS

There were no business items.

MANAGEMENT AND STAFF ORAL REPORTS

4. Bicycle Friendly Community Application Update from the Napa County Bicycle Coalition

Public Works Director Erica Ahmann-Smithies introduced Kara Vernor from the Napa County Bicycle Coalition, who shared a PowerPoint Presentation. No action was taken on this matter.

Commissioners reported on items of interest.

ADJOURNMENT

The meeting was adjourned at 7:47 p.m.

CERTIFICATION

Respectfully Submitted,



Nicolle Hall, Deputy City Clerk



TITLE

Selection of Chair and Vice Chair

RECOMMENDATION

Nominate and select a Chair and Vice Chair to the Open Space, Active Transportation, and Sustainability Commission for the term of March 5, 2025, to December 31, 2025.

CONTACT

Alexandra Ikeda, Parks and Recreation Director

BACKGROUND & ANALYSIS

The current term of the Chair and Vice Chair for the Open Space, Active Transportation, and Sustainability Commission expired at the end of 2024. As per established procedure, it is now time for the Commission to select leadership for the upcoming year.

Primary Responsibilities of the Commission Chair

- 1. Leadership:** Provide strong and effective leadership to the Commission, guiding its overall direction and ensuring that its direction aligns with the Council's established goals.
- 2. Meeting Facilitation:** Preside over commission meetings, ensuring the discussions are productive, relevant, and in accordance with the agenda. The Chair is responsible for maintaining order and ensuring a respectful atmosphere.
- 3. Represent the Commission:** Act as the primary representative of the Commission in interactions with external stakeholders, the public, and other organizations. This may include attending events or collaborating with other Commissioners.
- 4. Decision-Making:** Facilitate decision-making processes within the Commission, often by guiding discussions, seeking consensus, or overseeing votes on important matters.
- 5. Communication:** Keep Commission members informed about relevant developments, decisions, and activities. Communicate effectively with members, staff, and stakeholders.
- 6. Collaboration with Staff:** Work closely with Commission staff to ensure to ensure the smooth operation of the Commission and efficient meeting process.

Primary Responsibilities of the Commission Vice Chair

- 1. Support the Chair:** Assist the Chair in their duties and step in when the Chair is unavailable or

temporarily unable to fulfill their responsibilities.

2. Preparation for Chair Role: The Vice Chair often serves as a preparation for the Chair role in the future, gaining experience and understanding the responsibilities of the position.

3. Collaboration: Working closely with the Chair, Commission members, and staff to foster a collaborative and productive environment.

4. Decision-Making: Contribute to the decision-making processes of the Commission, providing input and support to ensure an efficient meeting process.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

None



TITLE

Newell Open Space Preserve Biological Survey Scope of Work

RECOMMENDATION

Receive and file the Newell Open Space Preserve biological survey scope of work.

CONTACT

Alexandra Ikeda, Parks and Recreation Director

BACKGROUND & ANALYSIS

The City has engaged WRA, Inc., a consulting firm, to conduct a comprehensive biological survey in the Newell Open Space Preserve, focusing on mammals, insects, and amphibians. The findings from the survey will be incorporated into the updated Newell Open Space Preserve Management Plan, ensuring that the City's resource management decisions are based on current and accurate ecological information. To kick off this project, City staff will hold a meeting later this month to discuss the next steps and determine how to proceed with the survey and its integration into the management plan.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Not Applicable

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

[Biological Survey Agreement and Scope of Work](#)

CITY OF AMERICAN CANYON AGREEMENT NO. 2024-A168

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS LETTER OF AGREEMENT for Professional Services (hereinafter referred to as "Agreement") is made and entered into this 4th day of November 2024, by and between the City of American Canyon ("CITY"), a California Municipal Corporation and WRA, Inc. ("CONTRACTOR"), for the purpose to conduct a Newell Open Space Biological Survey. The parties agree as follows:

The terms of the Agreement are:

1. CONTRACTOR shall perform the services described in Exhibit A ("Scope of Work" and/or "Service") to the full satisfaction of the City. The standard of care applied to the Scope of Work shall be that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances.
2. CITY will compensate CONTRACTOR at a rate not to exceed \$7,450.00.
3. The Term of this Agreement shall extend from November 4th, 2024 ("Commencement Date") to November 4th, 2025 (the "Termination Date").
4. CITY and CONTRACTOR intend and agree that CONTRACTOR is an independent contractor of the City and agree that CONTRACTOR has no right to worker's compensation and other CITY employee benefits.
5. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other applicable contract documents. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.
6. CONTRACTOR agrees to provide evidence of insurance coverage as detailed in the attached Exhibit B.
7. CONTRACTOR agrees to hold harmless and indemnify CITY for any and all claims arising out of any claim for injury, disability, or death of CONTRACTOR.
8. To the fullest extent permitted by law CONTRACTOR shall indemnify, defend and hold harmless CITY, its elected and appointed officials, officers, attorneys, agents, employees, volunteers and each of them ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, damages, loss, expenses, and costs of every nature, including reasonable legal counsels' fees and costs of litigation ("claims") to the extent arising out of or in connection with CONTRACTOR'S negligent performance of its obligations under this Agreement or its failure to comply with any of its obligations contained in this Agreement, including the CITY'S active or passive

negligence, except for such loss or damage arising from the active or sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONTRACTOR'S performance of this Agreement, the CONTRACTOR shall provide a defense to the CITY indemnitees, or at the CITY'S option, reimburse the CITY indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims. Notwithstanding the foregoing, CONTRACTOR's costs to defend and indemnify the City shall not exceed Consultant's proportionate percentage of fault.

THESE APPLY TO ALL TYPES OF CONTRACTORS:

- a. **Survival**. Contractor and any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - b. **No Limitation by Insurance Obligations**. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
 - c. **Scope**. This Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California.
9. CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications and approvals which are legally required for Contractor to practice its profession and conduct business in the City of American Canyon.
 10. CONTRACTOR may submit a bill to the CITY on a monthly basis to cover all hours worked during the previous month. CITY will pay the bill within thirty (30) days of its submittal.
 11. This Agreement may be cancelled at any time by either party with two (2) weeks' written notice.

EXHIBIT B
INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's or Consultant's Agreement.

Commercial General Liability (CGL):

 X Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, attorneys and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

Commercial General Liability (CGL) - Completed Operations Coverage

 X Contractor shall maintain and provide completed operations coverage and to the additional insured using ISO form CG 20 37. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Automobile Liability:

___ Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

___ Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than five million dollars (\$5,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

___ Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

X Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance:

X Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Matt Richmond

Contractor/Consultant Signature

Specific Insurance Provisions

Insurance Limits:

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain, or be endorsed to contain **that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice** by certified mail, return receipt requested to the City.

Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



City of American Canyon Newell Open Space Biological Resources Update

Scope of Work and Estimated Cost

Prepared for:

Alexandra Ikeda
Director of Parks and Recreation
City of American Canyon

September 27, 2024
Revised October 3, 2024

WRA PROJECT NO. 340368

PURPOSE

WRA, Inc. (WRA), is pleased to submit this proposal to provide professional consulting services to City of American Canyon (Client). The purpose of this Scope of Work is to describe the level of effort and deliverables involved in preparation of an update to the biological resources survey for the Newell Open Space Preserve. It is WRA's understanding that the Client is specifically interested in updates regarding wildlife resources on-site, to incorporate the findings into the update of the Newell Management Plan.

WORK PRODUCTS

- Biological Resources Update Memo

SCOPE OF WORK

The following tasks are provided as a scope for WRA's services.

PHASE 1

TASK 1: Literature Search

WRA staff will utilize a variety of resources to conduct a literature review of potential special status wildlife on the property, including mammals, birds, and amphibians. WRA will review the existing biological resources described in the Management Plan and review data from the California Department of Fish and Wildlife's California Natural Diversity Database (CNDDDB) to

evaluate any changes in special status wildlife on the property. WRA will also utilize its familiarity with the vicinity from previous project work on the adjacent Jaeger Open Space to streamline this evaluation.

TASK 2: Site Visit

One WRA biologist will conduct a one-day site visit to perform a reconnaissance survey of sections of the site that may potentially host special status species. The purpose of the site visit is to confirm the presence of suitable habitat and assess the likelihood of species occurrence. Staff will document findings through photographs and spatial data as appropriate.

TASK 3: Biological Resources Update Memo

Findings from the literature search and site visit will be consolidated into a memo documenting the special status species of mammals, birds, and amphibians potentially present on the Newell Open Space Preserve. The memo will discuss the overall project objectives, methods used in research and data collection, existing site conditions, and special status species likely to be on the site or observed on site. The memo will serve as a reference for the Newell Open Space Preserve Management Plan in developing specific operational and maintenance procedure recommendations.

Deliverables: Biological Resources Update Memo

SCHEDULE

Work can begin upon execution of this Scope of Work.

STAFFING

Matt Richmond will be the principal in charge of the project. Renata Robles will be the project manager. Other qualified staff will be assigned to the project as necessary.

ASSUMPTIONS

The following assumptions have been made in the preparation of this Scope of Work:

- The extent of the literature review and site visit focus will be limited to wildlife and will not include research into botanical resources.
- The site visit will not include a protocol-level assessment of the site for special status species.
- Outside of a wildlife habitat context, WRA will not be mapping aquatic resources or preparing an aquatic resources delineation as part of this scope.
- WRA will not be reviewing the project for CEQA compliance.
- Client can provide available project design or property boundaries in digital format (such as AutoCAD or GIS), properly referenced to a geographic coordinate system.
- Any previous environmental reports and associated digital files (such as GIS) for the project supplied to Client will be provided to WRA.
- Any previous correspondence between Client or the project owner and government agencies that relates to WRA's proposed work will be provided to WRA.
- The work outlined herein will not constitute a protocol-level survey for any listed or other special-status species.



- Any biological survey, assessment, or other reconnaissance is dependent on current conditions, and data obtained may not be accurate or applicable in subsequent years.
- WRA cannot guarantee schedules or costs for actions taken by regulatory and other third-party entities, which are outside of WRA’s control.

ESTIMATED COST

The cost for the services described in this Scope of Work is provided below. This cost is based on the assumptions above and normal working conditions. Costs may be reallocated between tasks that are based on time and materials, but the total cost shown below will not be exceeded without authorization.

TASK	COST
1. Literature Search	\$1,200
2. Site Visit	\$2,500
3. Biological Resources Update Memo	\$3,750
TOTAL:	\$7,450

TERMS AND CONDITIONS

This Scope of Work is subject to WRA’s Standard Terms and Conditions, which are attached hereto and incorporated herein as Exhibit A.

(Approval / Signature Page Follows)



APPROVAL TO PROCEED

To authorize WRA’s services and signify their mutual intent to be legally bound by this Scope of Work and Exhibit A, authorized representatives of the parties hereby execute this agreement, effective upon the date when both parties have signed below.

For Client



Signature

11/04/2024

Date

Alexandra Ikeda, City of American Canyon - Parks and Recreation Director

Printed Name and Title

aikeda@americancanyon.gov

Email Address

Billing Information:

City of American Canyon, 4381 Broadway Street, American Canyon CA 94503

Name and Email (if different from above)

For WRA

Matt Richmond

Signature

06/11/24

Date

Matt Richmond Principal Ecologist

Printed Name and Title



EXHIBIT A
WRA, INC. – STANDARD TERMS AND CONDITIONS

- 1. STANDARD OF CARE:** The standard of care for all professional services performed or furnished by WRA under this Agreement will be consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances. No other warranty, express or implied, is made or intended as related to the services provided. All estimates, recommendations, and opinions of WRA will be based upon the information available to WRA at the time. Any such estimates, recommendations, and opinions are not a guarantee or warranty as to a specific outcome or result. Further, Client agrees that WRA is not offering investment advice or services.
- 2. SCOPE OF WORK; CHANGES:** The services to be performed under this Agreement are outlined in the attached Scope of Work. Client understands that laws and regulations are constantly changing, and that the reactions of government agencies and the public cannot be predicted. WRA shall not be liable for any delay that results from any cause beyond its reasonable control. In the event of a change to WRA's scope of services, the compensation and timing for services under this Agreement shall be adjusted by mutual agreement of the parties in the form of a written Change Order that is executed by both parties. If Client requests that WRA procure certain materials, the parties shall execute a Change Order.
- 3. ESTIMATED COST; PAYMENT:** The cost of WRA's services is outlined in the attached Scope of Work, based on the assumptions and limitations outlined therein. Labor rates are subject to an annual increase each January, but stated costs will not be exceeded without written authorization from Client. Reimbursable expenses, including subcontractors and equipment, are charged at cost plus ten percent (10%). WRA will invoice Client for its services monthly, based on time (in minimum increments of .25 hours) and expenses for actual work completed, or based on the percentage of work completed if a fixed fee is arranged. Payment is due within 30 days after Client's receipt of the invoice. A service charge of one and one half percent (1.5%) per month may be added to account balances over 30 days past due. If Client disagrees with any portion of an invoice, it shall promptly notify WRA and pay the portion not in dispute. If WRA requires Client to pay a portion of the estimated cost in advance, this amount will be applied to invoices until it is exhausted. If WRA requires Client to pay a "retainer," the retainer amount will be held and applied only to the final invoice under the Scope of Work.
- 4. CONFIDENTIALITY:** All data, documents, discussions and other information received from and developed for Client in performance of this Agreement are assumed to be confidential and will not be disclosed to any person, except as authorized in writing by Client, or as required by law. Information shall not be deemed confidential if it is or has become generally known without any breach by WRA of this Agreement, or was rightfully acquired by WRA from a third party who was entitled to disclose the information without confidentiality or proprietary restrictions.
- 5. WORK PRODUCTS:** Reports, data and other products of WRA's services under this Agreement are for the sole use of Client. Client understands and agrees that all work products resulting from WRA's efforts are intended solely for purposes of this Agreement, and that any reuse or modifications for purposes outside this Agreement shall be at Client's sole risk.
- 6. CLIENT DUTIES:** Client agrees to (a) provide all known requirements for, and all known information pertinent to, the Scope of Work; (b) provide or arrange for legal access and entry to project sites; (c) provide any notices required to enable WRA's services, or provide WRA with authorization to provide such notices; (d) give prompt written notice to WRA whenever Client becomes aware of any development that affects the scope or timing of WRA's services; (e) make reasonable efforts to ensure safe working conditions for WRA staff, including prompt notice of any known hazardous conditions at project sites. If the presence of an unanticipated hazardous condition is discovered during the performance of services under this Agreement, WRA shall notify Client and cease work. Under such circumstances, WRA will be entitled to an equitable adjustment to the compensation and timing for services under this Agreement. A minimum of 4 hours per staff member will be charged to Client for staff who are mobilized for work that is canceled by the Client with less than 12 hours' notice, or if unanticipated hazardous conditions discovered while at the site cause WRA staff to cease work. Client shall be fully responsible for any costs, delays, or penalties that result from Client's non-compliance with applicable laws, or due to any error, inaccuracy, ambiguity, or omission in the information provided by Client to WRA.
- 7. LEGAL COUNSEL:** WRA may provide guidance related to government regulations; however, WRA will not and does not provide legal advice, and Client is advised to consult with independent legal counsel in order to interpret current laws related to regulatory compliance. Client should also consult legal counsel prior to taking any actions on project sites, either before or after permit issuance. Client assumes full responsibility for all of its own actions conducted on project sites that may lead to enforcement actions by the federal or state government, or other quasi-regulatory or administrative agency, including any and all liabilities arising out of such enforcement actions.
- 8. NONDISCRIMINATION:** WRA and Client shall abide by the requirements of 41 CFR Parts 60 et seq. (which implement Executive Order No. 11246, Equal Employment Opportunity) and any other applicable federal statutes, orders, regulations, and policies. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion,

sex, or national origin. Moreover, these regulations require that covered consultants take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

9. LIMITATION OF LIABILITY: In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall WRA or Client be liable for any special, consequential, incidental, or punitive damages. WRA's maximum liability to Client for any and all loss or damage arising out of this Agreement shall be limited to the repair, replacement or re-performance of the delivered services, or if repair, replacement or re-performance is impossible or impractical, then to the insurance proceeds made available to WRA for such liability.

10. INDEMNIFICATION: Client and WRA each agree to indemnify and hold harmless the other party and its officers, directors, partners, and employees, from all liabilities arising from claims by third parties, including reasonable attorneys' fees and expenses, solely to the extent they are actually caused by the negligence or willful misconduct of the indemnifying party arising out of the performance of this Agreement, and subject to any limitations of liability contained in this Agreement. If WRA's services include construction management, WRA has no duty to direct or supervise any separate consultants or contractors of Client, or to provide their means, methods, or sequences, or to stop or otherwise suspend their activities. WRA shall not be responsible for the failure of Client's separate consultants or contractors to fulfill their responsibilities, and Client agrees to indemnify and hold harmless WRA against any liabilities arising out of such failures.

11. TERMINATION: Either party may terminate the Agreement (a) in the event of a material breach by the other party that is not cured within seven (7) days after receipt of written notice of such breach, or (b) for any reason upon ten (10) days' advance written notice to the other party. All work properly completed up to the effective notice of termination will be due and payable by Client, and all deliverables prepared by WRA up to such time shall be provided to Client.

12. FORCE MAJEURE: Neither party shall be responsible for delay in the performance of its obligations under this Agreement caused by an occurrence or circumstance beyond its control, including but not limited to, severe weather or other natural catastrophes; terrorism, war, riots, strikes, lockouts or other disturbances; or acts of the government or any governmental agencies. To the extent that WRA's services are delayed by such events, WRA will be entitled to an equitable adjustment to the timing for services under this Agreement.

13. DISPUTE RESOLUTION; ATTORNEY'S FEES: Client and WRA agree that any disputes related to this Agreement shall first be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Each party is responsible for payment of its own share of costs for mediation. In the event any legal action is commenced to enforce this Agreement, the prevailing party in such action is entitled to reimbursement of reasonable attorney's fees, costs, and expenses incurred.

14. GOVERNING LAW: This Agreement and any action for claims arising out of it shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any objections as to laying of venue) of (a) the United States District Court for the Northern District of California (San Francisco) or, if such court lacks subject matter jurisdiction, (b) the Superior Courts of the State of California, County of Napa.

15. NOTICES: Any notice provided for under this Agreement will be given in writing to the parties at the physical and/or email addresses set forth in the Scope of Work, or to such other addresses as either party may later specify. Notice shall be effective on the date of service if served personally, upon delivery by a nationally recognized express courier, upon receipt if mailed by certified first class U.S. mail, or upon delivery by email.

16. OTHER PROVISIONS: This Agreement, including the attached Scope of Work, constitutes the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior and contemporaneous representations, agreements, or understandings between the parties, except to the extent the parties have executed a separate confidentiality or non-disclosure agreement, which shall remain in full force and effect. If any provision of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the other provisions shall remain in full force and effect. No amendment or supplement of this Agreement shall be binding unless in writing signed by both parties. No waiver of any one provision of this Agreement shall constitute a waiver of any other provision. Except for permitted successors, assigns, and WRA subsidiaries and affiliates, this Agreement shall not operate for the benefit of any third parties. Neither party may assign this Agreement without the prior written consent of the other. The section headings herein are provided for convenience, and shall not be taken into consideration in the interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the use of electronic signatures for the execution of this Agreement shall be legally binding and shall have the same full force and effect as if signatures were by hand.

**ADDITIONAL REMARKS SCHEDULE**

AGENCY IOA Insurance Services		License # 0E67768	NAMED INSURED WRA, Inc. 2169-G East Francisco Blvd. San Rafael, CA 94901 Alameda
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
required by written contract.

Excess Liability policy follows form over the General Liability, Auto Liability and Employers Liability.
30-day notice of cancellation is included per the policy provisions.
Professional Liability Retroactive Date: 6/10/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

As per schedule to be provided by agency upon request.

Email Address:

US Mail Address:

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
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Schedule

Designated Person or Organization:

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Email Address:

US Mail Address:

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Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be __ * __% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured WRA Inc Policy No. T10241017 Endorsement No. 23
Insurance Company StarStone National Insurance Company

Countersigned By  _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow; and
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the “loss”;

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

Missouri Special Note: Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Per Policy Minimum Waiver Premium by State:

- \$500: AL, AR, CA, CO, CT, DC, HI, ID, IL, IN, IA, KS, ME, MD, MI, MN, MS, MT, NV, NM, OH, OK, OR, PA, RI, SC, SD, UT, VT, WA, WV
- \$250: AK, DE, LA, NY, TN, VA
- \$100: NC (per waiver)
- \$50: WI
- N/A: AZ, FL, GA, KY, MA, MO, NE, NH, NJ, TX

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	02/15/24	Policy No.	T10241017	Endorsement No.	8
Insured	WRA Inc			Policy Effective Date	02/15/24
Insurance Company	StarStone National Insurance Company				

Countersigned By Joseph E. (JES) Cavalero

WRA - Biological Survey for Newell Open Space Agreement

Final Audit Report

2024-11-07

Created:	2024-11-04
By:	Alexandra Ikeda (Aikeda@cityofamericancanyon.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADm68xayWRL86JV8F4nb8uw4SmwB1xegb

"WRA - Biological Survey for Newell Open Space Agreement" History

-  Document created by Alexandra Ikeda (Aikeda@cityofamericancanyon.org)
2024-11-04 - 7:09:31 PM GMT
-  Document emailed to Matt Richmond, WRA - Principal (richmond@wra-ca.com) for signature
2024-11-04 - 7:09:46 PM GMT
-  Email viewed by Matt Richmond, WRA - Principal (richmond@wra-ca.com)
2024-11-06 - 9:53:36 PM GMT
-  Document e-signed by Matt Richmond, WRA - Principal (richmond@wra-ca.com)
Signature Date: 2024-11-06 - 9:54:59 PM GMT - Time Source: server
-  Document emailed to Jason B. Holley, City Manager (jholley@americancanyon.gov) for signature
2024-11-06 - 9:55:01 PM GMT
-  Email viewed by Jason B. Holley, City Manager (jholley@americancanyon.gov)
2024-11-06 - 10:05:53 PM GMT
-  Document e-signed by Jason B. Holley, City Manager (jholley@americancanyon.gov)
Signature Date: 2024-11-06 - 10:06:16 PM GMT - Time Source: server
-  Document emailed to Juan Gomez (jgomez@americancanyon.gov) for signature
2024-11-06 - 10:06:18 PM GMT
-  Email viewed by Juan Gomez (jgomez@americancanyon.gov)
2024-11-06 - 10:36:19 PM GMT
-  Document e-signed by Juan Gomez (jgomez@americancanyon.gov)
Signature Date: 2024-11-07 - 1:09:09 AM GMT - Time Source: server

 Document emailed to William D. Ross, City Attorney (wross@lawross.com) for signature

2024-11-07 - 1:09:11 AM GMT

 Email viewed by William D. Ross, City Attorney (wross@lawross.com)

2024-11-07 - 5:01:40 PM GMT

 Document e-signed by William D. Ross, City Attorney (wross@lawross.com)

Signature Date: 2024-11-07 - 5:03:41 PM GMT - Time Source: server

 Agreement completed.

2024-11-07 - 5:03:41 PM GMT



TITLE

Newell Open Space Management Plan

RECOMMENDATION

Review and comment on the second draft of the Newell Open Space Management Plan.

CONTACT

Alexandra Ikeda, Parks and Recreation Director

BACKGROUND & ANALYSIS

On June 18, 2024, the City Council approved the Open Space, Active Transportation, and Sustainability (OSATS) Commission's Work Plan for Fiscal Year 2024/25, which includes updating the Management Plan for the Newell Open Space Preserve. On October 2, 2024, the OSATS Commission and the Land Trust of Napa County (Land Trust) reviewed and provided feedback on the first draft of the updated plan.

To further support this effort, the City has engaged WRA, Inc., a consulting firm also assisting with the Jaeger property management plan, to help assist with the update of the Newell Open Space Management Plan. WRA, Inc., will also conduct a comprehensive biological survey focused on mammals, insects, and amphibians. Once this work is completed, the management plan will be updated, and the final version will be presented to the Commission for review.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Outdoors and Recreation: "Expand opportunities for use of outdoor recreation and an active and healthy lifestyle."

FISCAL IMPACT

Not Applicable

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

Newell Open Space Preserve Management Plan - Draft #2

Appendix A: Newell Open Space Conservation Easement



NEWELL OPEN SPACE PRESERVE Management Plan



**February 2025
Draft #2**

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- 1.2 Type of Property

2.0 Overarching Management Plan

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 - 2.2.2 Land Trust of Napa County Deed of Conservation Easement
 - 2.2.3 PG&E Electrical Easement
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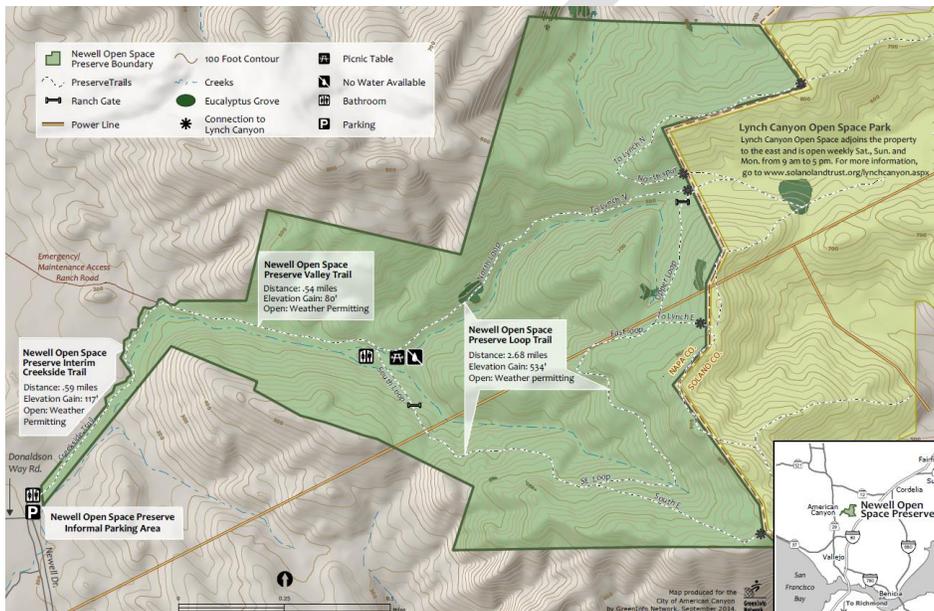
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 - 7.7.1 Conservation Grazing
 - 7.7.2 Mowing
 - 7.7.3 Partnerships
- 8.0 Conservation Monitoring**
- 9.0 Restoration**
- 10.0 Conclusion**

DRAFT

1.0 Newell Open Space Preserve

In December 1999, Jack and Bernice Newell donated 640 acres to the City of American Canyon (the City), dedicated as public open space for the American Canyon community and region to enjoy forever, and to protect valuable agricultural and natural resources. Newell Open Space Preserve (Preserve) shares a border with Lynch Canyon Open Space, where the Azevedo Livestock Company and Ranch graze both properties. The Land Trust of Napa County (Land Trust) holds a Conservation Easement, also donated in 1999 by the Newells to the Land Trust. In 2015, the American Canyon community obtained public access for passive recreational use under the Conservation Easement.

1.1 Property Map



1.2 Type of Property

The Preserve is a scenic agricultural property where open and year-round cattle grazing occurs under a license with the neighboring Azevedo and Lynch Canyon properties. Open to the public for passive recreational use, the Preserve is carefully maintained in its natural state to protect its diverse habitats, wildlife, ecosystems, and biodiversity. Special care is taken to minimize environmental impacts on sensitive resources, including riparian areas and native or special-status plant and animal species. This unique and cherished landscape offers the community a serene space to connect with nature and experience the beauty of an untouched environment.

2.0 Overarching Management Plan

In November 2001, the City, in partnership with the Land Trust, adopted the original Newell Open Space Management Plan. The 2001 Plan served as a valuable and instrumental tool at the time;

however, it was created before public access to the property was permitted, which was later achieved in 2015. The 2024 Plan will guide the City to continue supporting the active and passive management of the property, ensuring it aligns with the Conservation Easement, both of which are designed to preserve the overall functions and values of the property. The 2024 Plan supersedes the 2001 Plan.

2.1 Purpose of the Plan

The purpose of this long-term management plan is to ensure the City of American Canyon manages, monitors, and maintains the property in perpetuity in a manner consistent with the terms and conditions of the Conservation Easement. The Plan serves to conserve natural resources, balance land use between recreational opportunities and conservation goals, and ensure sustainable public access that does not negatively impact the environment. It includes maintenance and management practices, protects cultural and historical resources, and guides the long-term stewardship of the property to maintain its value and accessibility for future generations.

2.2 Land Ownership and Use

2.2.1 The City of American Canyon

The City of American Canyon owns, operates, and manages the Property for agricultural and public recreation use, adhering to the guidelines and conservation values of the Deed of Conservation Easement held by the Land Trust.

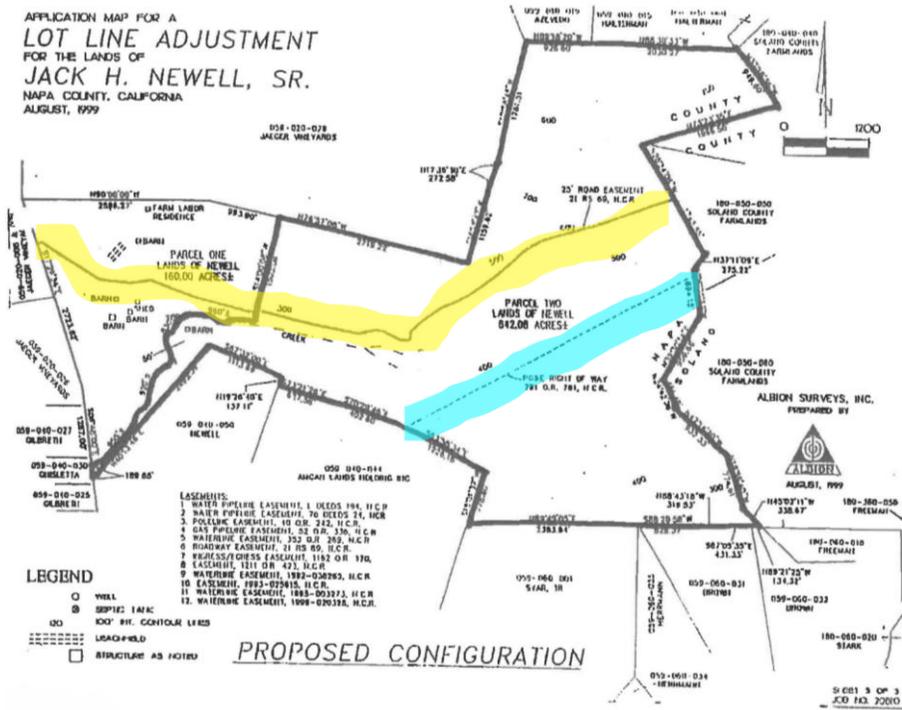
2.2.2 Land Trust of Napa County Deed of Conservation Easement

The City of American Canyon holds the Fee Title to the property, while the Conservation Easement is held by the Land Trust (Appendix A) over the entire property. The Easement grants the Land Trust the right to enter and monitor the property to ensure compliance with the protection of the conservation values. The values include natural, scenic, open space, historical, agricultural, educational, and recreational aspects that are of great importance to the city, the people of Napa County, and the people of the State of California. The Land Trust may restrict and prohibit the use of the property at any time if such use conflicts with the Conservation Easement.

2.2.3 PG&E Electrical Easement

PGE has a major electrical transmission line and easement that bisects the site, highlighted in blue, as well as a 25-foot-wide road easement on the property, highlighted in yellow. A portion of the road easements serves as the main trail of the property. See the below figure for PG&E Electrical Easement details.

APPLICATION MAP FOR A
LOT LINE ADJUSTMENT
 FOR THE LANDS OF
JACK H. NEWELL, SR.
 NAPA COUNTY, CALIFORNIA
 AUGUST, 1999



2.2.4 Red-Legged Frog Mitigation Area

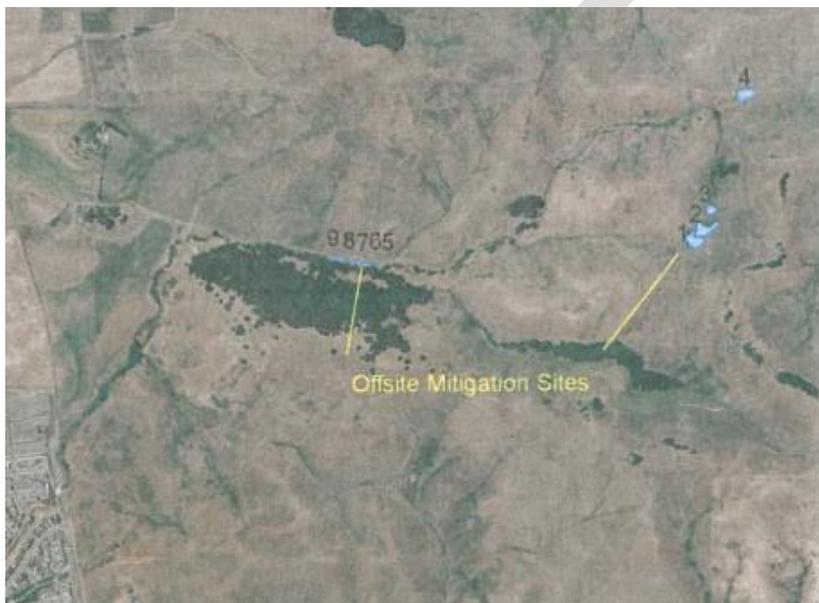
When the property was deeded to the City, Jack and Bernice Newell designated a portion of the land as habitat mitigation area for the federally listed endangered California red-legged frog (*Rana draytonii*). Two nearby proposed residential development projects, Creekside Homes by Young California Homes L.P. and Village Green Homes by Hoffman Land Development Company, were set to impact the existing red-legged frog habitat. The developers proposed constructing habitat mitigation on the Newell property through an arrangement with Jack and Bernice Newell.

The U.S. Fish and Wildlife Service (USFWS), responsible for protecting the frog, determined the extent of the potential impact and necessary mitigation area and conditions, as part of the overall permit for work in federal wetland areas issued by the U.S. Army Corps of Engineers (COE). On September 15, 2000, USFWS informed the development companies that 1.96 and 2.22 acres of respective habitat mitigation area, or 4.14 acres total, would be required on the Newell property to mitigate the impact on frog habitat on the development sites.

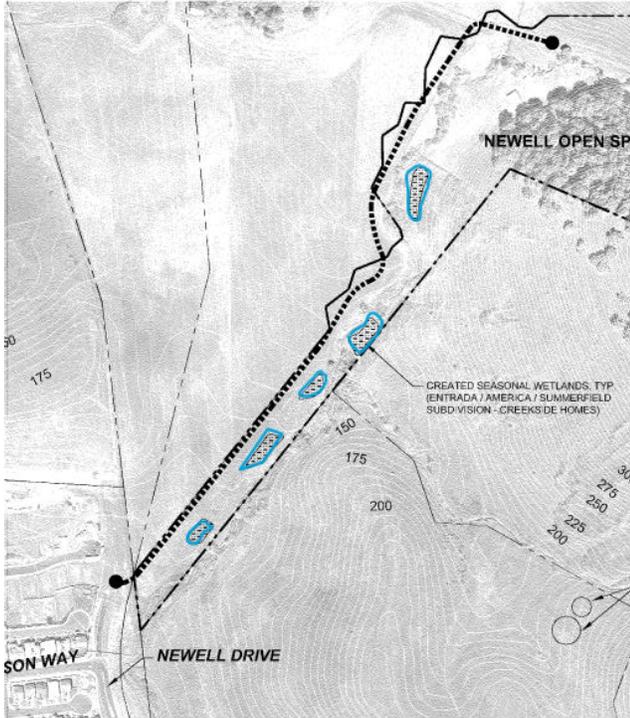
At a meeting on November 16, 2000, with representatives from the City, the Land Trust, and USFWS, the developers presented preliminary plans for creating shallow seasonal wetland ponds in the frog mitigation area along the existing creek. While the initial plan did not fully meet the direct habitat area requirements set by USFWS, it appeared feasible. A more significant issue was the USFWS requirements for a buffer zone – a 600-foot-wide by 3,000-foot-long area centered on

the mitigation site. This buffer zone must be fenced within which no land use or disturbance is allowed. Due to the buffer zone requirement and the proposed plans being less than the original required acreage, both developers paid mitigation fees to meet the CRLF requirements set forth by USFWS.

The Village Green subdivision constructed nine seasonal wetland ponds under U.S. Army Corps of Engineers permit File Number 25055N. Five were constructed along the creek east of the barn, and 4 were constructed up on the ridge near the property boundary with Lynch Canyon. In October 2007 the five-year monitoring report showed there were 1.74 acres created, more than the required 1.11 acres originally required with the permit. The mitigation area is outlined in the figure below.



The Creekside subdivision created five seasonal wetland ponds in the panhandle portion of the property under U.S. Army Corps of Engineers permit File Number 21819N. These ponds did not meet the buffer zone requirement for USFWS and were constructed for Wetland-loss mitigation only. The development paid into a mitigation fund for the loss of CRLF habitat. In August 2006 the five-year monitoring report showed there were 0.86 acres created, less than the 0.98 acres originally required with the permit. The report indicated that remedial actions be completed to meet the regulatory requirements, however there is no record of this being completed. The mitigation area is outlined in the figure below.



In July 2012, the City had a Biological Resource assessment for the California Red-legged Frog as part of a study for allowing public access to the property. The biologist did not observe any presence of the species on the property but noted there was a possibility that Newell Creek be used by wandering California red-legged frogs. They also indicated that most of the created wetlands likely do not meet the criteria to be considered jurisdictional wetlands and do not meet the buffer zone requirements for Red-legged Frog mitigation.

The conservation easement section 4.12 allowed Jack and Bernice Newell to retain mitigation rights only for these two developments if the work was completed before January 1st, 2005. The mitigation areas were described in Exhibit B of the Conservation easement, and this area could be expanded with Land Trust approval.

2.2.6 Land Use Designations and Jurisdictions

The property is designated as "Agricultural, Watershed, and Open Space" in the Land Use Element of the Napa County General Plan and falls within the City of American Canyon's Sphere of Influence, as indicated in the City's General Plan Land Use Map. It is also within the urban limit line and designated as Agriculture. Although the property is outside the city limits, the City owns it and may use and improve the property, subject to the conditions of the Conservation Easement, without having to obtain permits or approval from Napa County.

The Azevedo family, early settlers to the region, have been cattle grazing on the property and the adjacent Lynch Canyon Open Space in Solano County for the last 50 years. They currently hold a Grazing License with the City and pay an annual grazing fee to graze the upper portion of the property. The terms and conditions of the Azevedo's Grazing License are not part of this document.

3.0 Vegetation and Wildlife

The Preserve is a haven for a diverse range of flora and fauna, thanks to its unique geographical location between the Coast Range and Central Valley. This positioning creates a blended mosaic of interior and coastal vegetation, enhancing the Preserve's ecological richness. The landscape is primarily non-native annual grasslands, a result of historical wheat farming and long-term cattle grazing, interspersed with pockets of mixed hardwood forests (comprised mainly of Coast live oak, California bay laurel, and madrone trees) and two planted eucalyptus groves.

Water, a crucial element for wildlife, is abundant in the Preserve. Creeks, springs, and seeps provide vital hydration, breeding grounds, and habitat for various species. Water flows through the creeks for much of the year, while hillside springs and seeps often feature saturated soils and standing water, further supporting the Preserve's diverse ecosystem.

Botanical surveys conducted in 1988 for the proposed American Canyon Landfill Replacement Plan identified six distinct plant communities on the property. Further surveys in the spring 2001 reiterated these community descriptions and updated the inventory of plant species across the entire area. The general plant communities are illustrated in the figure below. A comprehensive list of vascular plant species observed during the 1988 and 2001 surveys is available in Appendix B. A description of wildlife species and habitat is integrated into the plant communities to provide greater clarity in habitat management. The site was assessed by a wildlife biologist in 1988 for the American Canyon Landfill Replacement EIR document. A list of common, potential and observed wildlife species can be found in Appendix C. A detailed description of observed bird nesting sites, along with an updated list of bird species, is available through the Audubon Society.

Commented [A11]: Need to locate this. The City does not have a record and it was not included in the original Management Plan as an attachment.

3.1 Non-Native Grassland

The site's soil's physical characteristics and local weather patterns have created a landscape predominantly covered by grassland, which accounts for over 80% of the Preserve. Historically, this area was likely a native grassland community dominated by species such as purple needlegrass (*Stipa pulchra*), California oat grass (*Danthonia californica*), creeping rye (*Lolium Perenne*), and blue-eyed grass (*Sisyrinchium bellum*). The clay soil (Fagan Clay Loam), known for its slow permeability and high plasticity, hinders the growth of trees and shrubs. This soil type remains saturated from fall through mid-spring, only to crack during the summer drought, making it difficult for most woody species to establish roots.

Before Spanish colonization in the 1830s, the area may have supported scattered trees and small groves along seasonal drainages. Native American grinding stones on the adjoining Lynch Canyon property, located far from any oak trees, hints at more extensive woodlands in the past. Regular burning by Native Americans could have suppressed the recruitment of young trees and shrubs, and the introduction of perennial cattle grazing, which continues today, may have exacerbated this effect. As aging trees died without being replaced by younger ones, grazing gave a competitive advantage to non-native grasses and forbs, which now dominate the site.

Early in the season, the grassland is dominated by species such as wild oats (*Avena fatua*), ripgut brome (*Bromus diandrus*), winter vetch (*Vicia villosa*), and redstem filaree (*Erodium cicutarium*). As spring progresses, yellow and purple star thistle – aggressive invasive species from the Mediterranean region – take over. These invasive thistles are particularly problematic, with star thistle becoming unpalatable to cattle once its spiny flower-heads form in mid-May. Another Cal EPA-listed noxious weed, cardoon (Artichoke Thistle), poses a significant threat to native vegetation if left uncontrolled. Other invasive exotics, including wild anise (*Foeniculum vulgare*), teasel (*Dipsacus sylvestris*), and horehound (*Marrubium vulgare*), are also present in localized populations.

Common non-native plant species found on the property include Italian thistle (*Carduus pycnocephalus*), milk thistle (*Silybum marianum*), cut leaf geranium (*Geranium dissectum*), wild barley (*Hordeum spontaneum*), and soft brome (*Bromus hordeaceus*). Native forb species have been largely displaced, with only a few, such as erect evax (*Hesperis matronalis*), succulent lupine (*Lupinus succulentus*), and common fiddleneck (*Amsinckia intermedia*), maintaining a strong foothold. Historically, this community may have supported the rare and endangered Indian clover (*Trifolium ammonium*), which was collected near Napa Junction (American Canyon) in 1891. This species preferred the rich grassy swales that exist in the lower, flat areas near the mouth of the canyon.

These grasslands support a diverse array of avian species, including meadowlark, say phoebe, horned lark, Savannah sparrow, and killdeer. The horned lark is listed as a species of special concern by the California Department of Fish and Wildlife. Additionally, special-status species such as white-tailed kites, northern harriers, and golden eagles may utilize this habitat to hunt small mammals. Golden eagles are regularly seen in the area and nest within the region. Several mammal species also inhabit these grasslands, including pocket gophers, ground squirrels, field mice, blacktail jackrabbits, coyotes, and mule deer. The open grassland provides excellent habitat for reptiles like the western rattlesnake, gopher snake, and western terrestrial garter snake.

3.2 Central Coast Riparian Forest (Coast Live Oak Series)

This linear plant community thrives along the stream bank, supported by perennial water availability. It is nearly continuous along the southern branch of Newell Creek but becomes fragmented along the northern branch and in the southwest part of the park. Spanning approximately 14.5 acres, the community is dominated by Arroyo willow and shining willow along the south branch, with California bay and coast live oak being common, particularly in the upper reach. Here, the canopy reaches 100%, with trees spanning between 50 to 75 feet tall. The understory is sparse or absent due to the inhibitory properties of bay tree litter, a condition worsened by cattle grazing and trampling.

Where the riparian community meets the Coast Live Oak Forest (middle reach), willows form an outer band, blending the live oak and bay elements into the adjacent forest canopy. In the lower reach, the distinction becomes clearer, with shining and Arroyo willow dominating. The understory, along with gaps in the canopy, hosts thickets of California blackberry (*Rubus ursinus*), poison oak (*Toxicodendron diversilobum*), Santa Barbara sedge (*Carex barbarae*), and alkali rye (*Elymus triticoides*). Other common species include California rose (*Rosa californica*), Douglas's mugwort (*Artemisia douglasiana*), California figwort (*Scrophularia californica*), and hoary nettle (*Urtica dioica* ssp. *Holosericea*). The adjacent grasslands along the lower reach remain

saturated under normal winter conditions and have been heavily invaded by Fuller's teasel. Notably, Victor's gooseberry (*Ribes victoris*), California Rare Plant Rank 4.3 (Plants of limited distribution; not very threatened in California) is found in the upper reach of this community, represented by eight individuals in three locations.

Many bird species, including Nuttall's woodpecker, northern flicker, black phoebe, spotted towhee, scrub jay, golden-crowned sparrow, song sparrows, and yellow-rumped warbler, frequently inhabit the riparian community. These isolated strands of woodland vegetation are crucial for many species during spring and fall migrations, including the special status yellow warbler. The areas also provide habitat for raccoons, skunks, coyotes, weasels, and ornate shrews. Resident amphibians and reptiles may include the Pacific tree frog, garter snake, ring-neck snake, slender salamander, and alligator lizard. The western pond turtle, another special status species by the California Department of Fish & Wildlife, is likely to be found along the lower reaches of the streams. Additionally, this stretch of Newell Creek is designated as habitat mitigation for the federally protected California red-legged frog.

3.3 Coast Live Oak Forest (Coast Live Oak Series)

On one north-facing slope, conditions favor a forest dominated by coast live oak. The soil here, coarser than that in the surrounding grassland (Millsholm loam, moderate permeability), and reduced sun exposure help retain moisture longer, extending the growing season. This community spans approximately 40-45 acres on steep to moderate slopes. Tree cover exceeds 75, with several openings, particularly near the edges. Commonly associated trees include California Bay (35%), madrone (5-10%), and black oak (1%). The brushy understory is rich with species such as poison oak (*Toxicodendron diversilobum*), Torrey's melicgrass (*Melica torreyana*), and California woodfern (*Dryopteris arguta*). This is one of the most diverse communities in the Preserve, hosting 78 of the 225 plant species identified on site. While no special status plant species were found in this plant community, the striped coral root (*Corallorhiza striata*), which is rare in Napa County, occurs in small numbers.

The dense cover provided by trees and brush offers vital habitat for bird species such as the great horned owl, Pacific-slope flycatcher, Northern flicker, chestnut-backed chickadee, Steller's jay, and California towhee. Various mammals, including the big brown bat, hoary bat, pallid bat, dusky-footed wood rat, Audubon's cottontail, and gray fox, may also inhabit this area. The bat species, which are a special concern, use tunnels and tree hollows for roosting. Resident reptiles and amphibians in the area may include the tiger salamander, rough-skinned newt, ensatina, Pacific treefrog, southern alligator lizard, and common kingsnake. Additionally, several special status bird species, such as Cooper's hawk, golden eagle, sharp-shinned hawk, and prairie falcon, may utilize this habitat.

3.4 Bald Hills Prairie (Purple Needlegrass Series)

This community exhibits characteristics of both interior and coastal grassland ecosystems. The regular influence of coastal fog during the summer months and the presence of blue flag (*Festuca idahoensis*) and California oat grass (*Danthonia californica* ssp. *californica*) suggest it is a variant of the Bald Hill Prairie community. This area is a remnant of the vegetation community that likely once dominated the property but is now limited to the steeper slopes near the eastern and southern boundaries, roughly aligning with the Kreyenhagen Formation footprint described in the 1988 Landfill report.

Common species here include purple needlegrass (*Stipa pulchra*), blue eye grass (*Sisyrinchium*

Commented [LP2]: State Endangered? State Species of Special Concern?

It's good to note the level and which entity whenever these are found throughout the document. Mostly because it's the first question I think when I read it. But if Joe Q. Public is reading it, it also provides an additional layer of authority and/or consideration for any type of management decisions or work.

Commented [A13R2]: Hopefully will be more specific once the biological survey is completed by WRA.

Commented [LP4]: Like here, too.

bellum), California buttercup (*Ranunculus californicus*), Indian soap plant (*Chlorogalum pomeridianum*), and wild oats (*Avena fatua*). The ridge line features a discontinuous strand of sandstone outcrops that supports coastal scrub elements. Picturesque, wind-sculpted coast live oak, and California bay trees crown the ridge top. The Domengine Sandstone rocks support a unique assemblage of shrubs and perennials, including hairy golden aster (*Heterotheca villosa*), California mahonia (*Berberis pinnata*), rock-loving daisy (*Erigeron petrophilus* var. *petrophilus*), California Indian pink (*Silene californica*), and California Achaena (*Achaena pinnatifida* var. *californica*). The Preserve may contain as much as 90% of this plant association type in Napa County. Additionally, this community includes nine patches of California balsamroot (*Balsamorhiza macrolepis* ssp. *macrolepis*), a rare and endangered plant listed by the California Native Plant Society as California Rare Plant rank 1B.2 – Plants are rare, threatened, or endangered in California and elsewhere; fairly threatened in California. This member of the sunflower family is confined to the Bay Area region and is protected under CEQA.

This community offers a habitat for bird and wildlife species similar to those found in the non-native grassland community, with the added benefit of brushy areas and rock outcrops that may support additional species. It may also serve as a habitat for several special-status avian species, including the northern harrier, rough-legged hawk, golden eagle, and ferruginous hawk. Bald eagles and peregrine falcons are rare visitors to this area.

3.5 Serpentine Bunchgrass (Foothill Needlegrass Series)

A small portion of the property along the southern boundary features a unique grassland community shaped by the challenging conditions of serpentine soil. This area, approximately 12 acres in size, is part of a larger serpentine grassland extending southward into American Canyon. Due to the specific Calcium/Magnesium ratio (0.40 measured in American Canyon, K. Martin, 1987) in serpentine soils, many non-native species are excluded, allowing native annual and perennial species to thrive. Dominant species in this area include the California Poppy (*Eschscholzia californica*), hayfield tarweed (*Hemizonia congesta*), and purple needlegrass (*Stipa pulchra*). Other common native species in the area include naked-stem buckwheat (*Eriogonum nudum*), small-flowered needlegrass (*Stipa lepida*), and erect evax (*Hesperis matronalis* ssp. *sparsiflora*). Notably, this community is home to the Tiburon paintbrush (*Castilleja affinis* ssp. *neglecta*), a federally listed endangered species. The property supports approximately 5-10% of the Napa County population of this species, with an estimated 35 plants recorded in March 2011 by the Land Trust as part of the monitoring of this property.

Additionally, this community offers a similar wildlife habitat to that described for Bald Hill Prairie and Non-Native Grassland. The area may serve as a habitat for burrowing owls and supports a higher density of reptiles, particularly among the rock slopes. The unique conditions of the serpentine substrate (ultramafic rock – high levels of magnesium and iron) and the presence of diverse native plant species further enhance the ecological value of this habitat, making it an important refuge for various species adapted to these specific conditions.

3.6 Wetlands (Spikerush Series)

The dense clay-loam soils and rocky substrate of the Preserve give rise to several seasonal and perennial seeps and springs, where groundwater meets the soil surface. In addition to six seep areas and two springs onsite, the exposed bottoms of several stream channels, where they receive full sunlight, support a similar array of wetland species. A few seasonal ponds are also present within the Preserve. Dominant species in these wetland areas include brown-headed rush (*Juncus phaeocephalus*), Pacific bog rush (*Juncus effusus* var. *pacificus*), bristly oxtongue

(*Helminthotheca echioides*), winter cress (*Barbarea vulgaris*), clover (*Trifolium varius*), and curly dock (*Rumex crispus*). Other commonly associated species include Baltic rush (*Juncus arcticus* syn. *J. balticus*) and Mexican plantain (*Plantago australis*) – which is uncommon in Napa County.

This habitat provides essential water and forage for wildlife and may serve as a crucial habitat for the red-legged frog, a species of concern. The wetlands feed into the creek system, which exits the preserve through the California red-legged frog habitat, further enhancing the ecological importance of these areas. However, cattle grazing has significantly influenced the biomass of wetland plants and altered the composition of these habitats by facilitating the invasion of non-native species.

3.7 Species Observations

The Preserve serves as an important resting location for migratory birds during the spring, fall, and sometimes winter. While many bird species observed onsite are not rare, some are unusual for this location, including the varied thrush, Steller's jay, and merlin – a relatively rare falcon. During winter, long-eared owls seek refuge in the Preserve's dense groves.

The Preserve is particularly attractive to raptors due to its elevated hills, strategic location between the coast and Central Valley, distance from human disturbance, and the persistent, strong offshore westerly winds from spring to fall. These winds, when they meet the hills, create wind inversion, offering favorable soaring conditions.

The existing habitats likely support occasional visits from protected bird species such as the bald eagle, peregrine falcon, and possibly other raptors. Several bird species of concern to the California Department of Fish and Wildlife could be expected to occur on or near the property. Bird counts conducted by the Solano and Napa County Audubon Society Chapters have documented the presence of prairie falcons, white-tailed kites, and sharp-shinned hawks – all species of special concern in California. Additionally, a northern harrier, a species of special concern with priority status #2, was observed during the wildlife survey. The 1989 Environmental Impact Report (EIR) indicates that the Preserve offers suitable nesting habitat for several of these species.

Golden eagles are relatively abundant in this area, with the first recorded sightings dating back to 1966. These majestic birds are regularly observed foraging at nearby Lynch Canyon. Golden eagles typically choose nesting sites on cliffs or in large trees near ridge tops, often alternating between two or three nesting sites in different years. In the vicinity of the Preserve, there has historically been a triangle of three golden eagle nesting sites. While one of these sites is located within the Preserve, the others are part of the border habitat complex. The characteristics that make these sites desirable for nesting include clusters of trees on steep hillsides surrounded by open land, distance from human activity, and the availability of water.

Protecting these nesting sites when they are in use by eagles is an important aspect of managing and operating the Preserve. Golden eagle court between November and December, and raise their young over approximately nine months, from December through August. To ensure their safety, we adhere to protections under the Endangered Species Act and California's rare, threatened, and endangered species lists. Additionally, the City must comply with federal regulations, including the Bald and Golden Eagle Protection Act, which prohibits the taking, possession, sale, purchase, barter, or transport of any bald or golden eagle, whether alive or dead, including any part, nest, or egg, without a permit. The City also follows regulations

Commented [LP5]: Is American Canyon considered to be part of the Pacific Flyway? This is a major migratory route along the Pacific Coast, and if part of that, could be important to note its value as open space for aviary species.

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Commented [LP7]: Again, I think it would be worthwhile to probably get the bird species updated for the Preserve, namely because it serves a significant resource for rare bird species within Napa County, and the surrounding area. This could be a to-do item, but I think it's a reasonable assumption to update a lot of the bird information in this report with more current surveys. Rationale: there are references to being far from human activity, and in 2001, this was the case. Not so much in 2024 with the residential developments around. AND higher level of proposed recreational activity brings more humans – not a bad thing, just making sure that information is current.

Commented [AI8R7]: Part of the Biological Survey

Commented [LP9]: Particularly because of this – the bird species HAVE likely changed with the extension of Newell Drive and the incoming residential construction between the Preserve and the high school.

Commented [AI10R9]: Biological Survey with WRA

set out within the Migratory Bird Treaty Act, which forbids the taking, killing, possession, transportation, or importation of all migratory birds, their eggs, parts, and nests unless authorized by a valid permit.

4.0 Cultural Resources

The natural beauty of the Preserve is immediately striking, with its majestic vistas of rolling hills, clusters of trees, and creek side vegetation. This landscape also holds a rich history of the people who have lived, worked, and raised families here.

In August 1988, the Cultural Resource Facility at Sonoma State University conducted a cultural resource field survey for the American Canyon Replacement Landfill Environmental Impact Report (EIR). The study revealed that the Preserve is located within the traditional territory of the Patwin, a Native American group whose language and culture once extended approximately 90 miles from Suisun Bay north to Princeton, and about 40 miles west from the Sacramento River. Within ten miles of the Preserve, five Patwin village sites have been recorded.

The Patwin people sustained a diversified economy based on fishing, hunting, and gathering, adapting their settlement and subsistence patterns to seasonal food availability. During the winter, the valley-dwelling Patwin inhabited permanent villages within the marshlands. In summer, they relocated to smaller tributaries on surrounding plains. The upland groups, in contrast, wintered near streams exiting into the valley or at other favorable streamside locations, moving to the surrounding hills in the summer.

The Preserve area would have been inhabited by the upland Patwin. Prehistoric sites in the Preserve are likely to have been winter village sites, characterized by middens with large quantities of shell and bone, specialized areas such as butchering stations, and seed and acorn grinding areas. The archaeological survey conducted on June 28, 1988, identified two prehistoric sites in the Preserve, designated as CA-NAP-751 and CA-NAP-752 in the EIR. These sites, considered together, represent potentially unique archaeological resources.

The Patwin way of life was rapidly disrupted following colonization by Euro-Americans. Some Patwin were removed from their villages by the Spanish missions, while others succumbed to malaria and smallpox epidemics in the 1830s. The few remaining Patwin were displaced with American settlement of the area in the 1850s and 1860s.

Early explorers, missionaries, and trappers reported the presence of pronghorn antelope, mule deer, elk, bear, mountain lions, and coyotes in the region. Herds as large as 1,000 to 2,000 elk and 3,000 antelope were recorded. However, elk, antelope, bears, and mountain lions were soon eliminated following Spanish and American settlement, while deer were heavily hunted but not entirely eradicated.

The demand for firewood led to the harvesting of native cottonwood and oaks. To address the diminishing wood supplies, landowners planted eucalyptus, an Australian import, as an alternative. Several eucalyptus still stand today visible in the Preserve.

In 1864, Mary and Richard James Falls settled in the Preserve area, which they named Fall Ranch. Richard James had acquired a bounty land certificate in New Orleans for a 40-acre parcel. The family cultivated wheat on the ranch and eventually expanded their holdings to approximately 170 acres. Their home was located in the clearing at the southwest entrance to

the Preserve, where the old barn still stands. The Falls family continued to run the ranch until it was sold in 1900 to Charles Cantoni.

The Cantoni family once operated a dairy farm on the ranch, and many longtime residents fondly remember their charming, white, old-fashioned two-story home in the same location as the Fall's family home. Local lore includes childhood visits to the Cantoni ranch to buy butter, eggs, and pick flowers for the grade school May Day celebration. Over the years, the Cantoni family leased various portions of the ranch.

From 1913 to 1964, part of the Preserve was owned by the Scally family, followed by Ted and Ruth Brown. In 1980, Jack and Bernice Newell purchased the ranch from the Cantoni and Brown families. They leased portions of the land to neighbors Ralph and Ron Azevedo for cattle grazing. The ranch was sold to the Tricounties Development Company in 1985, with plans for a replacement landfill. When these plans fell through, the Newell's purchased the ranch in 1992. In 1999, the Newell family generously gifted the land to the City of American Canyon, creating what is now a cherished open space preserve.

5.0 Geology, Soils, and Hydrology

The Preserve is nestled within the Coast Range, a mountain system that stretches from the Oregon border to Southern California. The site is located east of the Napa River floodplain and features two main canyons along with two tributary canyons. For clarity, specific names have been assigned to these canyons and their associated drainages.

The lower main canyon drainage and creek refer to the westward-draining canyon, which splits eastward into two tributary canyons. The south tributary creek flows from the southeastern part of the site to its junction with the lower and upper main canyon creeks. The upper main canyon tributary drainage and creek lie above this junction. On the northeastern portion of the property, another drainage basin flows northward, referred to as the north canyon drainage and creek. Elevation on the site ranges from approximately 125 feet above mean sea level (msl) at the western edge of the property to over 950 feet above msl at the southeastern corner.

5.1 Petrology

In 1988, EMCON Associate conducted a geologic and hydrogeologic analysis of the site. Their findings documented Quarternary alluvium and landslide deposits (dating back as much as two million years), Eocene Markley Sandstone and Nortonville Shale members of the Kreyenhagen Formation, Eocene Domengine Sandstone, and Cretaceous to Jurassic-age bedrock units of the Great Valley Sequence and Franciscan Assemblage.

Alluvium, composed predominantly of clay with minor layers of silty sand, sand silt, and gravelly clay, occupies the drainage valleys of the main and tributary canyons. These alluvial deposits are eroded soils and bedrock debris laid down by the action of running water, rivers, and streams, forming the rich and varied geological features of the site.

Markley Sandstone underlies most of the site. This formation consists of medium to thick-bedded sandstone with interbeds of claystone, mudstone, and siltstone. The Markley Sandstone is moderately well-cemented and slightly fractured, with interbeds of crushed to intensely fractured claystone and mudstone.

Commented [LP11]: I'm not clear what the names are. If anything, a map would help to delineate these canyon & drainages.

Commented [AI12R11]: We will work on this

The eastern and southern margins of the property are underlain by Nortonville Shale and Domengine Sandstone. Nortonville Shale is primarily composed of thinly bedded, intensely fractured claystone and mudstone, with some sandstone and siltstone interbeds. Domengine Sandstone consists of hard, slightly to intensely fractured sandstone with numerous pebbly layers, along with cobble and boulder conglomerate beds. The bedrock of the Franciscan Assemblage is exposed along the southern margin of the project site, consisting mostly of highly altered basalt known as greenstone. This rock is slightly to moderately fractured and has been altered locally into extremely hard silica carbonate rock.

5.2 Site Geological Structure

The site's geologic structure is primarily characterized by broad, northwest-to-west-trending folds. Faulting is relatively minor, with a few short faults likely caused by deformation associated with local folding. A 400-foot-wide, west-to-northwest-trending shear zone has been mapped along the southern margin of the site. This shear zone separates the Cretaceous Franciscan rocks to the south from the Eocene rocks to the north. It consists of a zone of mixed lithologies derived from adjacent in-place formations that have been sheared and faulted into contact with each other. EMCON Associates concluded that this fault zone has not been active for several years, and there are no known active faults passing through the Preserve. The closest active fault is the West Napa Fault. Other major San Francisco Bay Area faults that could generate ground shaking at the Preserve include the Green Valley Fault, located about four miles northeast, the Rodgers Creek-Healdsburg Fault, about 11 miles southwest, and the San Andreas Fault, approximately 31 miles southwest.

Notable geological features on the site include exposed Markley Sandstone rock faces above the eastern ridge at around 900 feet of elevation. Additionally, an exploratory mining tunnel, dug during World War II in a reported search for mineral magnetite, extends approximately 150 feet horizontally into a hillside near the southern boundary of the property. While the mine is an intriguing part of the natural history of the property, it is not open to the public for exploration.

5.3 Soils

The Soil Conservation Service (SCS, 1978) identified the majority of the proposed landfill area as consisting of Fagan series clay loam soils. These soils (designated as Fa, Fb, Fc) are characterized by slow permeability, rapid runoff, and moderate to high erosion hazard. In the southwestern portion of the area, Millsholm loam was mapped on a steep north-facing hillside. Millsholm loam is a moderately permeable soil with very rapid runoff and a high erosion hazard. Additionally, a small area of Hambright-Rock outcrop complex (HR) is located along the southern boundary of the Preserve. This soil type is also moderately permeable, with rapid to very rapid runoff and a high erosion hazard.

In several tributary drainages on the site, problems such as "head cuts" or rotational slumps have been observed at the upper ends of draws, often leading to slope failures and gulying along the length of the draw. While these conditions are not directly caused by cattle activity, cattle may indirectly contribute by preventing the growth of woody vegetation that would otherwise stabilize these drainages.

The limited use of this site as an open space preserve is not expected to conflict with the soil characteristics of rapid runoff and moderate to high erosion hazards. This Management Plan ensures careful planning and execution of trail profiles, limits off-trail access, and actively

monitors slope runoff conditions to effectively mitigate erosion and preserve the integrity of the landscape.

5.4 Hydrology

The site is situated in a hilly region that separates the alluvial basin of the Napa Valley to the west, drained by the Napa River, from the smaller Green Valley to the east, drained by Cordelia Slough. The hills are composed of sedimentary and metamorphic rocks, which have low permeability. Due to this low permeability and the likelihood of trapped marine water, these hills are not considered significant as a groundwater reservoir resource.

The ridge line along the site's eastern boundary serves as the drainage divide between the Napa Valley and Green Valley basins. Two stream drainages, or basin subareas, have developed on the site, both draining into the Napa Valley basin. The larger subarea, covering 85% of the site, includes the main canyon and the north and south canyons further east. The smaller subarea drains northward, originating north of the north canyon. The site is located above the 100-year floodplain of the Napa River and is not subject to inundation (FEMA, 1980).

Due to direct cattle activity and the associated reduction of protective woody vegetation and tree roots, many of the stream banks on the site are experiencing significant erosion and failure caused by the impact of stream flow. The stream channels have become deeply undercut, with entrenched cascades that are gradually eroding upstream, contributing to stream siltation. The presence of vegetation growing within the channels indicates that these conditions have persisted for many years.

Intensive groundwater testing was conducted as part of the Environmental Impact Report (EIR) for the landfill. The U.S. Army Corps of Engineers, in collaboration with the Napa Flood Control and Water Conservation District, produced an isohyetal map for the Napa River basin. This map, derived from precipitation records collected between 1906 and 1956, predicts that the site receives an average annual precipitation of between 16 to 20 inches.

Groundwater levels at the site fluctuate throughout the year, primarily influenced by the amount of precipitation during the winter rainy season. Levels are highest during the winter and spring months when rainfall infiltrates and recharges the groundwater table in the bedrock. Conversely, groundwater levels are lowest in the autumn, just before the onset of the rainy season. During this period, spring discharge increases, and ephemeral springs and seeps develop at the bases of the landslide deposits.

The site features two perennial springs, likely resulting from the intersection of the groundwater table with the ground surface. These springs remain saturated throughout summer, continuing into October. As spring transitions into late spring, groundwater levels and perennial spring discharge begin to decrease. Additionally, short-lived ephemeral springs appear at the base of the landslide during the winter and spring, but these discharges cease in the summer as groundwater levels drop.

6.0 Operations

The Preserve's Operational Plan serves as a guiding document for the sustainable management, protection, and public enjoyment of this unique agricultural open space. Designed to balance year-round cattle grazing, environmental conservation, and passive recreational use, this plan outlines key operational practices, safety measures, and maintenance protocols. It establishes

clear standards for trail use, weather-related closures, wildfire prevention, and habitat protection, ensuring that the Preserve remains a safe, enjoyable, and ecologically vibrant resource for the community. Through proactive monitoring, strategic partnerships, and routine maintenance, City staff aim to minimize environmental impacts, promote biodiversity, and provide a high-quality outdoor experience for visitors. This plan reflects the City of American Canyon's commitment to preserving the natural integrity of the Preserve while fostering opportunities for connection with nature and responsible stewardship of our shared open space.

6.1 Operational Hours

The Preserve operates year-round, seven days a week, from sunrise to sunset of each day. However, the Preserve may be temporarily closed under specific conditions, including scheduled maintenance activities, inclement weather, poor trail conditions, excessive heat advisories, or Red Flag Warnings.

In the event of a closure, City staff will make every effort to communicate updates promptly to the community through official communication channels. Clear closure notifications will be implemented, including locking and securing entrance gates and posting signage at the trailhead and main gate to inform visitors of closure. These measures are essential to prevent unauthorized access and ensure public safety during periods of heightened risk.

The Preserve will reopen only when City staff determine conditions are safe for public access. This decision will consider environmental factors, maintenance status, and overall public safety. These operational guidelines are designed to ensure sustainable management and accessibility of the Preserve while prioritizing safety, resource protection, and community communication.

6.2 Recreational Use

The Preserve offers opportunities for low-density, passive recreational use while honoring the values outlined in the Conservation Easement, which include natural, scenic, open space, historical, agricultural, educational, and recreation goals. Permitted recreational activities include hiking, horseback riding, bicycling, wildlife observation, nature study, environmental education, photography, kite flying, scenery painting, and meditation. These activities are designed to be compatible with the conservation objectives of the Preserve, ensuring minimal impact on its ecological and cultural resources.

While the Conservation Easement allows for a broad range of passive recreational activities within the Preserve, it is important to note that overnight tent camping is not permitted within the property currently.

6.3 General Park Rules

To ensure the health, safety, and enjoyment of our community, and to ensure the protection and preservation of our natural habitats and protected species, the City of American Canyon, along with the Land Trust have established General Park Rules as outlined below.

1. Close all pedestrian and cattle gates.
2. All persons and their pets, including equestrians, and bicyclists shall remain on mapped and designed trail areas. Off-trail use is prohibited (Municipal Code 12.04.220).
3. Bicyclists are required to wear a helmet (California Vehicle Code Section 21200 et seq).
4. Class 1 electric bicycles are permitted and must be clearly labeled with the manufacturer's label indicating the type of electric bicycle and wattage.

5. Class 1 elective bicyclists are required to follow all the same posted rules and regulations as a bicyclist.
6. Bicyclists may ride a max speed of 15 mph, reduce speed to 5 mph when passing or on blind turns, and when approaching wildlife and cattle.
7. Bicyclists must obey speed limits and maintain control and speed of the bicycle at all times (Municipal Code 12.04.220).
8. Bicyclists shall yield to pedestrians and horses, and pedestrians and bicyclists shall yield to horses (Municipal Code 12.04.220).
9. Stay out of the creek beds and waterways.
10. Pack in, pack out – including trash and dog feces.
11. No camping for overnight stays (Municipal Code 12.06.010).
12. Dogs are required to be always leashed with a maximum of a 6-foot leash (Municipal Code 12.04070) and are not permitted in the upper Cattle Pasture area.
13. Pedestrians with dogs are required to pick up after their pets.
14. Smoking, fires, or fireworks are prohibited.
15. Do not disturb or remove plants, shrubs, or trees.
16. Do not disturb, startle, feed, or approach any wildlife or animals. Maintain a safe distance from any cattle or wildlife.
17. No person shall disturb livestock or grazing animals (Municipal Code 12.04.220).
18. No person shall release any domesticated or wild animal, plant, flower, tree, seed, or other vegetation on trails.
19. Equestrians shall maintain control and speed of their animal at all times and are encouraged to wear a helmet while riding (Municipal Code 12.04.220).
20. No hunting, fishing, wading, or swimming.
21. Firearms and dangerous weapons are not permitted.
22. It is unlawful for any person to ride or drive any vehicle within any city park or open space without permission of the City Manager or designee (Municipal Code 12.04.110).

Visitors are expected to adhere to all posted rules, regulations, and warnings while visiting the Preserve. City staff reserves the right to issue warnings, fines, or even restrict access to certain areas. Failure to comply with the City of American Canyon's General Park Rules, regulations, and City Ordinances shall be asked to leave the Preserve and/or may be issued a citation by the City of American Canyon's Police Department Pursuant to American Canyon Municipal Code Section 1.24.010.

6.4 Trailhead and Parking

The Preserves has one designated public entrance and exit point, located at the trailhead in the parking lot. The parking lot is for day-use visitors only, overnight parking or camping is not permitted. Clear signage will communicate these rules, and City staff will monitor compliance to ensure the safety and proper use of the trailhead and parking area. Unauthorized vehicles may be cited or towed in accordance with local regulations.

6.5 Trail System

The Preserve's trail system is classified as Class 2, Multi-Use, accommodating cyclists, equestrians, and pedestrians. With its moderate terrain, the trail invites individuals of varying skill levels to explore and enjoy the natural surroundings, fostering a shared space for outdoor enthusiasts. Visitors must stay on designated trails at all times and are not permitted to go off trail or create new trails, as doing so can damage sensitive habitats and disrupt the natural ecosystem. While trails were originally old cattle roads, they are not designed or maintained as roads, but rather as

recreational trails intended for safe and responsible public use. The trail system also connects to Lynch Canyon, offering visitors the opportunity to explore a separate open space property with its own set of rules and regulations.

7.0 Maintenance

The trail system at the Preserve is designed to provide safe, enjoyable, and sustainable experiences for a variety of recreational activities, including hiking, horseback riding, and bicycling. Maintaining this multi-use trail system requires careful management to balance the needs of different user groups while preserving the Preserve's natural environment and protected habitats. The following trail standards and maintenance outline the City's approach to managing and operating this open space property, ensuring that it remains safe, accessible, and in harmony with the Conservation Easement.

7.1 Trail Standards

Managing and operating a multi-use trail system can be difficult as each activity has its own needs and expectations. Multi-use trails represent a compromise between the different groups; this compromise can often result in less user satisfaction. The City of American Canyon will make every effort to provide a safe, usable, enjoyable, and sustainable trail system. However, trail conditions can vary depending on the time of year, the impact of rain and storms, nature, maintenance, and other occurrences. The trail system throughout the Preserve will remain in its natural condition and in some cases, maintenance may be provided by the City of American Canyon to improve the visitor experience and safety. These improvements will not be at the cost of impacting the Preserve's natural environment, protected habitats, and species. Per the Preserve's Conservation Easement, any work to the property, including the trail system, will be required to be preapproved by the Land Trust before starting the work.

7.1.1 Trail Layout and Tread

The use of gravel as a surfacing material on the trail tread creates a durable, long-lasting surface. To maintain the sustainability of the multi-use trail, the City may add crushed rock aggregate to reinforce the trail tread, applying a minimum 3-inch layer of gravel that covers the full width of the trail.

7.1.2 Rolling Dip Inspections

In 2019, The City of American Canyon partnered with Napa County Resource Conservation District (NCRCD) to install rolling dips throughout the Preserve's trail system. This project was implemented to reduce trail-related sediment delivery using land-smart practices aimed at enhancing water quality, habitat, and riparian areas by mitigating erosion from the trails. As part of the agreement, the City will maintain the project for 10 years through the following actions:

- Allow NCRCD to inspect the site at the end of each rainy season, including water quality monitoring and photo documentation.
- Conduct annual checks of the trail system before the rainy season (by October 15 of each year) and following major storms to identify any significant alterations caused by erosion or settling. Ensure that rolling dips continue to function properly, dispersing runoff without causing erosion at the outlet.
- Maintain the rolling dips throughout the monitoring term, ensuring they are not removed or graded out.
- Notify NCRCD within 7 days if conditions arise that may require substantial repairs.

7.2 Evaluation

City staff will regularly evaluate the conditions of the Preserve's trail system and may increase inspections during adverse weather conditions. If any trail or section is deemed unsafe or

unusable, the City will temporarily close the affected areas. City staff will follow appropriate procedures to address and repair any damage. The City's goal is to perform routine maintenance throughout the year to minimize resource impacts and ensure the safety and usability of the trail system.

7.2.1 Trail Inventory

To help manage the maintenance needs for the Preserve, City staff will create an inventory of the physical assets of the trail, including features along the trail like signage, seating, and special trail features. This inventory will be kept up to date on an annual basis.

7.2.2 Seasonal Inspections

City staff will inspect the Preserve's trail system and cross-check the inventory list on a seasonal basis: Summer, Fall, Winter, and Spring - with a minimum of four times a year. Additional checks may be conducted as needed. Work Orders will be a result of any issues, defects, or needs observed during the inspections.

7.2.3 Prioritizing Maintenance

Routine maintenance will be scheduled on a seasonal or annual basis depending on the scope of the work. Outside of the City's normal protocol, work will be prioritized from Low Priority, Medium Priority, High Priority, and Emergency.

- *Low Priority:* Tasks and work that need to be done but are not vital to the day-to-day operations. These tasks and work might include non-critical repairs.
- *Medium Priority:* Routine or preventive maintenance schedules. These tasks or work will affect operations eventually and need to be performed to maintain optimum production.
- *High Priority:* Will directly affect operations now or in the future.
- *Emergency:* Take priority over all other work and require immediate danger of life, health, safety, security, or operational damage to the Preserve.

7.3 Routine Maintenance

Routine maintenance is essential for preserving the safety, accessibility, and overall quality of the Preserve's trails and natural resources. It involves regularly scheduled inspections, repairs, and upkeep to ensure that trails, vegetation, and other park elements are in optimal condition. By conducting routine maintenance, the City of American Canyon aims to enhance the visitor experience, protect the environment, and minimize long-term resource impacts, ensuring the Preserve remains a safe and enjoyable space for the community.

7.3.1 Trail Maintenance Window

Maintenance to the Preserve will occur from March to November of each year – dependent on weather, and state and local regulations.

7.3.2 Grading and Maintenance Window

Grading will only occur during the dry months (generally May 15 through October 15), when associated erosion will be reduced to the maximum extent possible. Grading trails can disrupt the seed bank below the soil, allowing more non-native and invasive species to grow on the trail. Grading to the trail system will only occur on an as-needed basis.

7.4 Weather-Related Closures

Extreme weather activity can create resource damage such as trail washout, oversaturation, flooding, and instances of hill slides. This presents a level of risk to park visitors and a potential need for Emergency Medical Service professionals that can be best mitigated by closing the Preserve until conditions are safe to enter and use. The conditions of the Preserve are monitored

by City staff; City staff will be responsible for the opening and closing of the Preserve and may be at the direction of outside agencies like the American Canyon Fire Protection District, Napa County, etc.

7.4.1 Wet Weather

The Preserve may close at any time due to inclement weather. City staff will utilize the National Weather Service website for predictions and assistance throughout the year. In cases where the City of American Canyon experiences ½" or more of rainfall within 12 hours – the Preserve will be closed. For every ½" of rainfall equals one (1) day of closure unless otherwise noted by City staff. Closure may exceed this formula due to trail conditions.

7.4.2 Red Flag Warning

The Preserve may close at any time due to a Red Flag Warning. Red Flag Warnings may be issued by the American Canyon Fire Protection District, Napa County, Cal Fire, and the National Weather Services. Preserve will be closed for the full duration of the warning, and will reopen once the warning is lifted. The minimum standard observed is 80/20/20 (+80 degrees / +20 mph winds / -20% humidity).

7.4.3 Air Quality

Air pollution can cause serious health issues and local air quality can affect our daily lives. Like the weather, air quality can change from day to day and/or be impacted by air pollution, wildfires, and other emergencies. The Preserve may close at any time for an Air Quality Index (AQI) of 101 to 200; the Preserve will remain closed until the air quality improves. The City of American Canyon measures AQI through Air Now.

7.5 Grazing

For over 150 years, the Preserve has served as agricultural land, with cattle grazing play a key role in resource management for the past 50 years. Since 1999, the Azevedo Livestock Company has been a dedicated partner of the City, continuing a longstanding tradition of conservation grazing alongside the Newell family. Today, Azevedo Livestock Company's cattle primarily graze the upper pasture of the property, with open, year-round grazing access between the Azevedo property, the Preserve, and Lynch Canyon Open Space. The lower portion of the property is grazed by other animals seasonally or on an as-needed basis as part of targeted grazing efforts. City staff regularly evaluate and monitor grazing practices, collaborating closely with the Azevedo family and the Land Trust to balance effective resource management while preserving a positive experience for all park visitors.

7.5.1 Benefits of Grazing Animals

Conservation grazing is a vital land management tool that supports healthy grassland ecosystems, enhances habitat diversity, and plays a critical role in wildlife protection. Without grazing, grassland areas would become overrun by weedy, undesirable, and invasive plants. Grazing reduces the cover of annual grasses, creating opportunities for wildflowers and native grasses to thrive. Well-managed conservation grazing also fosters habitat diversity, supporting numerous wildlife species, including endangered ones. Beyond the ecological benefits, grazing significantly reduces wildfire risks by controlling flammable vegetation. While cattle are effective in managing grasslands in the upper portion of the property, goats and sheep are often deployed in the lower portions of the property getting in hard-to-reach areas like creek beds and steep hillsides. These proactive measures not only slow the spread and intensity of wildfires but also prevent grasslands from transitioning into more flammable shrublands, giving firefighters a better chance to control and contain fires.

7.5.2 What To Do Around Cattle

Cattle grazing in the Preserve plays an essential role in managing the property's grasslands, reducing wildfire risks, and supporting native habitats. However, sharing the Preserve with grazing animals requires visitors to be mindful of their presence, especially during calving season from August to October. While calves may be adorable, human interaction with them poses risks to both people and animals. Additionally, cattle can cause trail damage during the rainy season, produce manure, and may react defensively if startled or threatened. Visitors are welcome to hike through the cattle pasture, but it's important to remain mindful and respectful to these animals. Cattle are not familiar with people, and they are actively working on the landscape. Here are guidelines for visitors:

- Dogs are not permitted in the grazing pasture.
- Admire calves from a distance. Do not approach, touch, or attempt to relocate calves, even if they appear to be alone. Mother cows are often grazing nearby and will return. Getting between a calf and its mother can cause stress, injury, or even death to a calf or person.
- Give cattle space. If cattle are blocking the trail, approach slowly, speak calmly, and allow them time to move away. If necessary, walk around them or briefly step off the trail.
- Close pedestrian gates. Always close pedestrian gates behind you to prevent livestock from wandering into unintended areas.

7.6 Weed Management & Invasive Species

Weed management and invasive species control are critical components of maintaining the health and sustainability of an open space preserve. Invasive species can be relentless, leading to the extinction of native plants and animals, destroying biodiversity, and altering wildlife habitats. Their spread negatively impacts the environment, and both human and animal health and safety. The Preserve is home to several invasive species, which we actively address throughout the year. However, one of the most common challenges for visitors is the presence of various thistles, which we focus on managing to maintain the integrity of the landscape and ensure a positive experience for all who enjoy the area.

7.6.1 Thistles

Artichoke thistle, along with yellow and purple star thistle, are particularly prevalent, emerging from November to August. To mitigate this issue, City staff work to manage thistle populations along and within the trail system on a seasonal and bi-annual basis. This includes tactics such as blading or dragging the trail to remove thistle, as well as utilizing an herbicide spray that is safe for wildlife and cattle. These measures are part of an ongoing effort to reduce the spread of these invasive species and protect the Preserve's natural environment. This spraying should be coordinated with any grading efforts to ensure the best possible reduction in overall species.

7.6.2 Brushing

When brush grows or is forced into the trail corridor, trail damage often occurs when trail users are forced off the established trail tread and onto the berm. The removal of all living or dead vegetation from the trailway will occur on an as-needed basis for resource protection, safe trail access, and the protection of the trail.

7.7 Wildfire Prevention

The vegetation within the Preserve plays a vital role in controlling erosion, managing stormwater, filtering pollutants, and providing aesthetic value to the natural landscape. It is essential to protect desirable trees, shrubs, and grasses as they contribute to oxygen production, nutrient

cycling, and improve water quality. In recent years, California has experienced more frequent and intense wildfires, driven by factors such as drought, human activity near wildlands, longer summers, fire suppression history, water shortages, and the effects of climate change. Vegetation management is crucial in mitigating wildfire risks by reducing the spread of fires, managing invasive species, and promoting ecological health through controlled vegetation thinning.

To address these risks, the City of American Canyon has implemented proactive wildfire prevention measures, including conservation grazing, mowing, and strategic partnerships, all aligned with our resource management goals to enhance native plant diversity and protect the natural environment.

7.7.1 Conservation Grazing

Livestock grazing is a science-based management tool used to maintain grassland habitats, promote the growth of native plants, and reduce wildfire risk. The City of American Canyon has a Grazing License with the Azevedo Family for the upper portions of the Preserve known as the Grazing Pasture. This grazing method is year-round or continuous with little to no restrictions and occurs simultaneously on the adjacent Azevedo Property and Lynch Canyon Open Space. Additional grazing methods may be used on the lower portions of the property, outside of the Grazing Pasture throughout the year. This type of grazing may occur along the Preserve's trail system, and picnic and barn areas.

7.7.2 Mowing

To maintain vegetation along trails and reduce fire risk, mowing is scheduled during the Trail Maintenance Window (March through November). The California Department of Fish and Wildlife defines bird nesting season as February 1st through August 15th, during which mowing may be restricted. Before mowing, City staff will coordinate with a third-party company to conduct a biological survey.

- o *Negative Survey*: If the survey results are negative, mowing can proceed within two weeks, with the requirement that the work continues uninterrupted until completed. If work stops and resumes at a later date, a new Biological Survey must be completed.
- o *Positive Survey*: If a survey identifies nesting birds, mowing is prohibited, and the City must wait for a specified period before resubmitting a new Biological Survey.

7.7.3 Partnerships

The City collaborates with the American Canyon Fire Protection District and CalFire to safeguard open space areas within American Canyon. These partnerships strengthen our ability to manage and prevent wildfires and mitigate risks effectively.

8.0 Conservation Monitoring

The Land Trust conducts annual conservation monitoring of the property to assess its ecological health and ensure adherence to conservation values. The City works closely with the Land Trust to strike a balance between conservation and public access, ensuring the property is managed and operated in alignment with the Conservation Easement. This collaboration ensures that public access and recreational use remain compatible with the conservation objectives and values, maintaining the integrity of the property's natural and cultural resources while providing meaningful opportunities for the community to enjoy and appreciate the Preserve.

9.0 Restoration

The City will actively collaborate with the Land Trust to implement restoration efforts focused on removing invasive plants, planting native species, restoring habitats, and managing wildlife

populations. All restoration projects will adhere to best practices and standards, including consulting with professionals to ensure proper planning, implementation, and maintenance of the work. Efforts will include targeted projects such as weed removal along and on the trails, tree plantings in strategically planned locations, and habitat enhancement efforts.

10.0 Conclusion

The Preserve's Management Plan serves as a comprehensive guide to ensuring the long-term sustainability, ecological integrity, and community values of this vital natural resource. By balancing our conservation efforts with public access and education, this plan fosters a deeper connection between people and the environment while protecting sensitive habitats, species, and property.

The strategies outlined in this plan emphasize adaptive management, stakeholder collaboration, and our commitment to preserving the unique ecological and cultural features of the preserve. Through ongoing monitoring, resource stewardship, and community engagement, this plan aims to create a legacy of responsible management that will benefit future generations.

With a clear framework for maintenance, restoration, and visitor access, this plan provides the foundation of achieving the dual goal of conservation and recreation, ensuring that the preserve remains a cherished and thriving part of our community.

DRAFT

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NAPA COUNTY LAND TRUST
1040 Main Street, Suite 203
Napa, California 94559
Telephone: (707) 252-3270

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AP# 059-030-002 E PTN 001

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT (the "Deed of Easement") is made as of the date of recordation in the Napa County Recorder's office by JACK H. NEWELL, SR., and BERNICE NEWELL, Trustees of the Jack and Bernice Newell Family Trust, created on November 25, 1991 ("Grantors"), having an address at 285 American Canyon Road, American Canyon, California 94589, in favor of the NAPA COUNTY LAND TRUST, a California nonprofit corporation (the "Trust"), having an address at 1040 Main Street, Suite 203, Napa, CA 94559.

RECITALS

A. Grantors are the sole owners in fee simple of certain real property in Napa County, California, designated as all of Assessor's Parcel Number 059-030-002 and an approximately 145.42-acre portion of Assessor's Parcel Number 059-030-001 on the Napa County Assessor's Maps currently in effect, collectively consisting of a total of approximately six hundred forty-two (642) acres, and more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property").

B. The Property possesses natural, scenic, open space, historical, agricultural, educational, and recreational values (collectively, the "Conservation Values") of great importance to Grantors, the people of Napa County, and the people of the State of California.

C. In particular, the Property constitutes part of the eastern backdrop of the City of American Canyon and extends to the Solano County line, providing for invaluable preservation of open space, viewshed, and wildlife habitat. The property also contains a rare population of the federally endangered Tiburon paintbrush (*Castilleja affinis spp. neglecta*), as well as important natural habitat

for a variety of birds and mammals, including an important wintering area for a significant population of Golden Eagles. In addition, the Property contains an important Coast Live Oak forest that is over 200 years old.

D. The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated December 17, 1999, on file at the offices of the Trust and incorporated by this reference (the "Baseline Documentation"), consisting of reports, maps, photographs, and other documentation which the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which are intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant.

E. Grantors intend that the Conservation Values of the Property be preserved and maintained by permitting only those uses of the Property that do not significantly impair or interfere with the Conservation Values.

F. Napa County has a long-standing conservation policy to provide for the preservation of lands both for agricultural production and for watershed for that production by using, whenever possible, exclusive agricultural or agricultural watershed zoning. The Property is presently zoned "Agricultural Watershed."

G. Grantors further intend, as owners of the Property, to convey to the Trust the right to preserve and protect the Conservation Values of the Property in perpetuity.

H. The Trust is a publicly supported, tax-exempt nonprofit organization, and a qualified organization under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is the preservation, protection, and enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open-space condition.

I. Immediately following this grant of a conservation easement, Grantors intend to donate the underlying fee simple interest in the Property to the City of American Canyon in order to create the "Jack and Bernice Newell Open Space" (the "Open Space"). It is the intention of Grantors that the Open Space be passively used by the public for hiking, horseback riding, bicycling, picnicking, and other passive recreational uses so long as such uses do not diminish or impair other Conservation Values.

J. The City of American Canyon ("City"), since its incorporation in 1992, has formulated and implemented policies which are consistent with conservation, open space and compatible recreational use of interests in real property which it has acquired either adjacent to, or near, its prescribed limits for development. Specifically, the land use element of the City's General Plan calls for the City to "Cooperate with appropriate agencies and property owners in the establishment of a regional park in the eastern foothills and canyons of the City and establish open space linkages."

NOW, THEREFORE, the parties hereto agree as follows:

1. Grants and Purpose. In consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular California Civil Code Section 815 et seq. (the Conservation Easement Act of 1979) and Government Code Section 51070 et seq. (the Open-Space Easement Act of 1974), Grantors hereby voluntarily grant and convey to the Trust a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth. The purpose of this Deed of Easement is to assure that the Property will be retained forever predominantly in its natural, scenic, historical, agricultural, forested, and open space condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantors intend that this Deed of Easement will confine the use of the Property to such activities, including, without limitation, those involving cattle grazing and passive recreation, as are consistent with the purpose of this Deed of Easement.

2. Rights of Trust. To accomplish the purpose of this Deed of Easement, the following rights are conveyed to the Trust by Grantors:

2.1. To preserve and protect the Conservation Values of the Property;

2.2. To enter upon the Property, at reasonable times and upon prior reasonable notice to Grantors, in order to monitor compliance with and otherwise enforce the terms of this Deed of Easement; provided that the Trust shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

2.3. To enjoin any activity on or use of the Property that is inconsistent with the purpose of this Deed of Easement and to require the

restoration of such areas or features of the Property as may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Paragraph 6.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Deed of Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as expressly permitted in Paragraph 4 or as qualifiedly permitted in this Paragraph 3. If Grantors are uncertain whether an activity or use may have an adverse impact upon the Conservation Values that this Deed of Easement is intended to protect, Grantors shall seek the prior approval of the Trust as set forth in Paragraph 5.

3.1. The legal or de-facto subdivision of the Property, including through the granting of certificates of compliance or lot line adjustment for any purpose, except a subdivision and/or lot line adjustment of the Property and/or an adjoining parcel also owned by Grantors may be permitted for the sole purpose of facilitating a public school site adjacent to the Property. In no event, however, shall the Property, after said subdivision and/or lot line adjustment, be less than 640 acres in size.

3.2. The placement or construction of any new buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, parking lots or mobile homes), except as permitted in a limited manner by Paragraphs 4.1, 4.4, 4.6, 4.9, and 4.10.

3.3. Any agricultural, commercial or industrial use of, or activity on, the Property, except for the grazing permitted by Paragraph 4.11.

3.4. Any recreational use of, or activity on, the Property, except for those passive recreational uses and activities permitted by Paragraph 4.5.

3.5. The placement of any signs or billboards on the Property, except to advertise the Property for sale or rent, to post the Property to control unauthorized entry or use, to post notice of the Deed of Easement, or to provide information to those making passive recreational use of the Property.

3.6. The installation of new, or extensions of existing, utilities (including, without limitation, water, sewer, power, fuel, and communication lines and related facilities), except to provide utilities to any caretaker's residence that may be constructed pursuant to Paragraph 4.9 or except to accommodate the passive recreational uses as set forth in Paragraphs 4.5 and 4.6.

3.7. Hunting or trapping, except with the prior written consent of the Trust, such consent to be given only to the extent necessary to allow ecological research or to maintain the ecological balance in the area of the Property, or as reasonably necessary for agricultural purposes.

3.8. The operation of any motorized vehicle for any purpose, except for emergency use, permitted agricultural or residential uses, or for maintenance of the Property or permitted facilities.

3.9. The pruning, felling, or other destruction or removal of dead or living native trees, except as necessary to control or prevent hazards, disease, or fire.

3.10 Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod.

3.11. Mining, drilling, exploration for, or extraction of minerals, hydrocarbons, steam, soils, or other materials on or below the surface of the Property, except as may be necessary to carry out the permitted uses set forth in Paragraph 4.

3.12. Any use or activity that causes or is likely to cause soil degradation or erosion, or pollution of any surface or subsurface waters.

3.13. The alteration or manipulation of any water courses located on the Property, or the creation of any new water impoundments or water courses, for any purpose other than for agricultural uses of the Property permitted herein or for protection of sensitive plant or animal habitat, including, but not limited to the provisions of Paragraphs 4.12 and 4.13.

3.14. The dumping or other disposal of wastes, refuse, and debris on the Property, except that which is generated by agricultural and passive recreational activities permitted herein and disposed of in a lawful manner.

3.15. The shooting of guns (except for purposes of the exceptions to Paragraph 3.7), explosives, or fireworks.

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in, all uses of the Property that are neither expressly prohibited

herein nor inconsistent with the purpose of this Deed of Easement. In addition, Grantors are permitted to engage in the following activities, whether or not they are inconsistent with the purpose of this Deed of Easement, but, when doing so, Grantors shall make a good-faith effort to minimize consequences that would impair or interfere with the Conservation Values of the Property.

4.1. To maintain or construct fencing necessary for establishment of the perimeter of the Property, for the grazing purposes permitted by Paragraph 4.11, for the equestrian center permitted by Paragraph 4.6, so long as the fencing does not inhibit the free movement of wildlife, or for the enhancement and/or protection of riparian corridors or other sensitive habitats.

4.2. To prevent entry on the Property by unauthorized persons.

4.3. To maintain in their present condition and width roads and trails currently existing on the Property, if necessary for agricultural and passive recreational uses of the Property permitted herein.

4.4. To construct new trails, if necessary for agricultural and passive recreational uses of the Property permitted herein; provided, however, that such construction is subject to the prior written approval of the Trust pursuant to the provisions of Paragraph 5.

4.5. To engage in and permit others to engage in the following recreational uses and activities of a low-density, passive nature: hiking; horseback riding; bicycling; overnight tent camping; casual picnicking; wildlife observation, nature study, and environmental education; photography; kite flying; scenery painting; and meditating. Up to three (3) non-commercial events may be held annually to assist in raising funds to be used in the operation and maintenance of the Property. No other recreational uses or activities shall be permitted without the prior written consent of the Trust pursuant to the provisions of Paragraph 5. All such non-commercial events and recreational uses and activities shall be subject to whatever terms, conditions, restrictions, and limitations may be set forth in the plan referred to in Paragraph 4.7.

4.6. To construct, maintain, repair, and replace the following improvements in order to accommodate the passive recreational uses and activities permitted in Paragraph 4.5: a paved parking lot with a maximum capacity of 50 vehicles; sanitary facilities; and primitive campsites. Subject to the plan set forth in Paragraph 4.7, an equestrian center, not to exceed 2 acres in size, may also be constructed on the Property, which may include an indoor arena and boarding

stables. No other accommodating improvements shall be permitted without the prior written consent of the Trust pursuant to the provisions of Paragraph 5.

4.7. To develop a plan setting forth the terms and conditions on which members of the public may make use of the Property for permitted passive recreational activities, including, without limitation, restrictions and limitations on the hours of use, the areas of use, and the number of people who may come onto the Property to engage in such permitted activities at any given time; provided, however, that said plan, and any amendments thereto, are subject to the prior written approval of the Trust pursuant to the provisions of Paragraph 5; and provided further that development of the Property for any amusement or theme park, golf course, tennis courts, swimming pools, playing fields, or similar active recreational uses is prohibited; and provided further that any uses otherwise permitted that would require more than two percent (2%) of the total land area to be paved or developed with impervious surfaces (including, but not limited to, roads, parking lots, roofs, and similar improvements), excluding impervious surfaces existing as of the date of this Deed of Easement, are also prohibited. The plan also will examine possible restrictions on the use of bicycles on the Property, with consideration being given to such factors as the potential threat of erosion and other harm to the terrain, the nature of the proposed uses, and the ability of Grantors to afford the cost of mitigating any damage to the Property or injury to other users of the Property that might be caused by such proposed bicycle uses.

4.8. To restore land damaged by fire, flood, earthquake, wind, or other forces.

4.9. To construct a single-family residence no greater than two thousand (2,000) square feet for use as a caretaker's residence.

4.10. To maintain, repair, replace, and/or improve the existing barn, so long as it remains in its present location and does not increase in height or size.

4.11. To graze any species, provided that a "custom range land inventory" and a "proper grazing use plan" or a future equivalent as approved by the USDA Natural Resource Conservation Service, or any successor or equivalent agency, are obtained and complied with.

4.12. For the benefit of the original Grantors and at the original Grantors' sole expense, to preserve, enhance, restore, or create habitat for off-site mitigation associated with the Village Green Homes and Creekside Homes Development's U. S. Corps of Engineers, Title 26, Nationwide Permit for wetland

mitigation, for the California Red-Legged Frog (*Rana aurora draytonii*). Said habitat shall be in the location described in Exhibit B, which is attached hereto and incorporated by this reference. In the event that this off-site mitigation does not take place prior to January 1, 2005, this reserved right shall terminate. At the Trust's sole discretion, additional land may be added to the land described in Exhibit B at the request of the original Grantors.

4.13. At Grantors' sole expense, to preserve, enhance, restore, or create habitat on the Property in compliance with any requirements imposed upon Grantors by a governmental agency pursuant to applicable laws regarding endangered or threatened species which exist on the Property; provided, however, that Grantors shall use their best efforts to utilize no more of the Property for said purposes than is necessary to comply with such requirements.

5. Notice and Approval.

5.1. Notice of Intention to Undertake Certain Activities or Uses.

The purpose of requiring Grantors to notify the Trust prior to undertaking certain activities or uses, as provided in the third sentence of Paragraph 3, is to afford the Trust an adequate opportunity to consider the proposed activities or uses to determine whether or not they are permitted under this Deed of Easement and, if it is determined that they are permitted, to monitor said activities or uses to ensure that they are designed and carried out in a manner that is consistent with the purpose of this Deed of Easement, as well as to enable Grantors to engage in permitted activities without concern as to unintended violations of this Deed of Easement. Whenever notice is required, or Grantors wish confirmation that they may proceed with an activity or use, Grantors shall solicit the approval of the Trust. Grantors shall submit a written description of the proposed activity or use, which shall be referred to herein as an "application," describing the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit the Trust to make an informed judgment as to its consistency with the purpose of this Deed of Easement. Within thirty (30) days after the receipt of the application, the Trust shall inform Grantors in writing whether the application is complete or whether additional, specified information is required for a complete application. In the event that the Trust reasonably determines that the advice of a consultant such as an engineer, ecologist, attorney, or surveyor is necessary to determine whether an application is complete and/or to assist the Trust in reviewing the application, a fee based upon an estimate to cover such costs will be required as part of the application.

5.2. Trust's Approval. When the Trust's approval is required or sought as set forth herein, the Trust shall grant or deny its approval in writing within sixty (60) days after receipt of Grantors' complete application. Criteria that the Trust may consider include, without limitation, compliance with the provisions of this Deed of Easement, the capability of the proposed activity or use to preserve and enhance the Conservation Values protected by this Deed of Easement, the manner in which the proposed activity or use is to be carried out, and the likely effect of the proposed activity or use upon the Conservation Values of the Property. The Trust's approval may be withheld upon a reasonable determination by the Trust that the activity or use as proposed would be inconsistent with the purpose of this Deed of Easement. The Trust acknowledges and agrees that the Property is intended to be used for passive recreational uses, and that the preservation of the Property for passive recreation by the general public is one of the conservation purposes of this Deed of Easement. Failure of the Trust to respond to a notice within sixty (60) days of receipt of that notice shall constitute a denial unless Grantors send a second notice by certified mail return, postage prepaid, return receipt requested, and an additional thirty (30) days have expired without a response, in which case the request is deemed approved.

6. Trust's Remedies.

6.1. Notice of Violation; Corrective Action. If the Trust determines that a violation of the terms of this Deed of Easement has occurred or is threatened, the Trust shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Deed of Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Trust.

6.2. Injunctive Relief. If Grantors fail to cure the violation within 10 days after receipt of notice thereof from the Trust or under circumstances where the violation cannot reasonably be cured within a 10-day period, fail to begin curing such violation within the 10-day period, or fail to continue diligently to cure such violation until finally cured, the Trust may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed of Easement, to enjoin the violation, ex parte if necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3. Damages. The Trust shall be entitled to recover damages for violation of the terms of this Deed of Easement or injury to any of the

Conservation Values protected by this Deed of Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantors' liability therefor, the Trust, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 Emergency Enforcement. If the Trust, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Trust may pursue its remedies under this Paragraph 6 without prior notice to Grantors or without waiting for the period provided for cure to expire.

6.5. Scope of Relief. The Trust's rights under this Paragraph 6 apply equally in the event of either actual or threatened violations of the terms of this Deed of Easement. Grantors agree that the Trust's remedies at law for any violation of the terms of this Deed of Easement are inadequate and that the Trust shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which the Trust may be entitled, including specific performance of the terms of this Deed of Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Trust's remedies described in this Paragraph 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6. Costs of Enforcement. All reasonable costs incurred by the Trust in enforcing the terms of this Deed of Easement against Grantors, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Deed of Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action, Grantors shall be entitled to reimbursement for costs of suit and reasonable attorneys' fees.

6.7. Forbearance. Forbearance by the Trust to exercise its rights under this Deed of Easement in the event of any breach of any term of this Deed of Easement by Grantors shall not be deemed or construed to be a waiver by the Trust of such term or of any subsequent breach of the same or any other term of this Deed of Easement. No delay in or omission of the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

6.8. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, waiver, estoppel, or prescriptive rights associated with any notice of violation, or any delay in notice of violation, under this Deed of Easement.

6.9. Acts Beyond Grantors' Control. Nothing contained in this Deed of Easement shall be construed to entitle the Trust to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Access. Use of the Property by members of the public for the passive recreational activities permitted herein is subject to whatever terms, conditions, restrictions, and limitations may be set forth in the plan referred to in Paragraph 4.7. Should such use become inconsistent with the purpose of this Deed of Easement or impair or interfere with, or threaten to impair or interfere with, the Conservation Values of the Property public access may be denied. Should the Trust disseminate to the public any materials regarding public access to the Property, the Trust shall include a statement to the effect that public access is subject to certain terms and conditions and shall, if so requested by Grantors, include a telephone number (which shall be provided to the Trust by Grantors) for prospective visitors to call if they wish information about said terms and conditions.

8. Costs, Liabilities, Taxes, and Environmental Compliance.

8.1. Costs, Legal Requirements, and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including, without limitation, the maintenance of adequate liability insurance coverage. Grantors remain solely responsible for obtaining any applicable government permits and approvals for any construction or other activity or use permitted by this Deed of Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantors shall keep the Property free of any liens arising out of any work performed for or materials furnished to Grantors.

8.2. Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed

against the Property by competent authority (collectively "taxes"), including, without limitation, any taxes imposed upon, or incurred as a result of, this Deed of Easement, and shall furnish the Trust with satisfactory evidence of payment upon request.

8.3. Representations and Warranties. Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:

8.3.1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any other way harmful or threatening to human health or the environment, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, under, from, or across the Property;

8.3.2. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

8.3.3. Grantors and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

8.3.4. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

8.3.5. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

8.4. Remediation. If, at any time, there occurs, or has occurred, a release in, on, from, under, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any other way harmful or threatening

to human health or the environment, Grantors agree to take all steps necessary to assure its containment and remediation, including, without limitation, any cleanup that may be required, unless the release was caused by the Trust, in which case the Trust shall be responsible therefor.

8.5. Control. Nothing in this Deed of Easement shall be construed as giving rise, in the absence of judicial decree, to any right or ability in the Trust to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and similar federal and state laws.

8.6. Hold Harmless. Grantors hereby release and agree to hold harmless, indemnify, and defend (with counsel reasonably acceptable to the Trust) the Trust and its members, trustees, officers, directors, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

8.6.1. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;

8.6.2. The violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar state and federal laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property;

8.6.3. The presence or release, in, on, from, under, or about the Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating the air, water, or soil, or in any other way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and

8.6.4. The obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.5.

9. Extinguishment and Condemnation.

9.1. Extinguishment. If circumstances arise in the future that render the purpose of this Deed of Easement impossible to accomplish, this Deed of Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Deed of Easement, or proportionate part thereof, as determined in accordance with Paragraph 9.2.

9.2. Valuation. This Deed of Easement constitutes a real property interest immediately vested in the Trust, which, for the purposes of Paragraph 9.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Deed of Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Deed of Easement at the time of this grant to the value of the Property, without deduction for the value of the Deed of Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this Paragraph 9.2, the ratio of the value of the Deed of Easement to the value of the Property unencumbered by the Deed of Easement shall remain constant.

9.3. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Deed of Easement in whole or in part, Grantors and the Trust shall act jointly to recover the full value of the interests in the Property subject to the taking or in-lieu purchase and all direct and incidental damages resulting therefrom. All expenses reasonably incurred by Grantors and the Trust in connection with the taking or in-lieu purchase shall be paid out of the amount recovered. The Trust's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 9.2.

9.4. Application of Proceeds. The Trust shall use any proceeds received under the circumstances described in this Paragraph 9 in a manner consistent with the Trust's conservation purposes, which are exemplified by this grant.

10. Assignment. This Deed of Easement is transferable, but the Trust may assign its rights and obligations under this Deed of Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code or any successor provision then applicable, and authorized to acquire and hold conservation easements under California Civil Code Section 815.3 or any successor provision then applicable or the laws of the United States. As a condition of such transfer, the Trust shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Trust agrees to give written notice to Grantors of an assignment at least 10 days prior to the date of such assignment. The failure of the Trust to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Deed of Easement or limit its enforceability in any way.

11. Subsequent Transfers. Grantors agree to incorporate the terms of this Deed of Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property or by which they grant to a third party a right or privilege to use the Property, including, without limitation, any easement, any leasehold interest, and any license agreement. Grantors further agree to give written notice to the Trust of the transfer of any such interest or the granting of any such privilege at least thirty (30) days prior to the date of such transfer or grant. The failure of Grantors to perform any act required by this Paragraph 11 shall not impair the validity of this Deed of Easement or limit its enforceability in any way.

12. Amendment. If circumstances arise under which an amendment to or modification of this Deed of Easement would be appropriate, Grantors and the Trust are free to jointly amend this Deed of Easement; provided, however, that no amendment shall be allowed that will affect the qualification of this Deed of Easement or the status of the Trust under any applicable laws, including Section 815 et seq. of the California Civil Code or Section 170(h) of the Internal Revenue Code, and any amendment shall be consistent with the purpose of this Deed of Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of Napa County, California. This Deed of Easement is not otherwise subject to amendment of any sort.

13. Estoppel Certificates. Upon receipt of a written request by Grantors, the Trust shall within thirty (30) days thereafter execute and deliver to Grantors, or to any person designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of the Trust's knowledge, Grantors' compliance with any obligation of Grantors contained in this Deed of Easement or otherwise evidences the status of this Deed of Easement. Such certification shall be limited to the condition of the Property as of the Trust's most recent inspection. If Grantors request more current documentation, the Trust shall conduct an inspection, at Grantors' expense, within 30 days of receipt of Grantors' written request therefor.

14. Subordination. Any financing lien or encumbrance shall be subordinate to this Deed of Easement, and the parties agree to execute such documents as may be reasonably required by Grantors' lender or lenders to accomplish such subordination.

15. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender's account. Addresses for purpose of giving notice are as follows:

To Grantors:

Jack H. Newell, Sr., and Bernice Newell
Trustees of the Jack and Bernice Newell Family Trust
285 American Canyon Road
American Canyon, CA 94589
Telephone: (707) 553-8925

To the Trust:

Napa County Land Trust
1040 Main Street, Suite 203
Napa, CA 94559
Telephone: (707) 252-3270

or to such other address as either party from time to time shall designate by written notice to the other. When personally delivered, notice is effective upon delivery. When mailed, certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service.

16. Recordation. The Trust shall record this instrument in timely fashion in the Official Records of Napa County, California, and may re-record it at any time as may be required to preserve the Trust's rights in this Deed of Easement.

Jack H. Newell, Sr., and Bernice Newell
Trustees of the Jack and Bernice Newell Family Trust
285 American Canyon Road
American Canyon, CA 94589
Telephone: (707) 553-8925

Napa County Land Trust
1040 Main Street, Suite 203
Napa, CA 94559
Telephone: (707) 252-3270

or to such other address as either party from time to time shall designate by written notice to the other. When personally delivered, notice is effective upon delivery. When mailed, certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service.

16. Recordation. The Trust shall record this instrument in timely fashion in the Official Records of Napa County, California, and may re-record it at any time as may be required to preserve the Trust's rights in this Deed of Easement.

17. Negation of Partnership. Nothing in this Deed of Easement or its performance shall be construed to create between the Trust and Grantor, or any of their respective affiliates, a partnership or joint venture or the relationship of master and servant or principal and agent.

18. General Provisions.

18.1. Controlling Law. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of California.

18.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed of Easement shall be liberally construed in favor of the grant to effect the purpose of this Deed of Easement and the policy and purpose of Section 815 et seq. of the California Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Deed of Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

18.3. Severability. If any provision of this Deed of Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed of Easement, 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.

18.4. Entire Agreement. This Deed of Easement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all

18.8. Termination of Rights and Obligations. A party's rights and obligations under this Deed of Easement terminate upon transfer of the party's interest in the Deed of Easement or the Property, except that liability for acts or omissions occurring prior to transfer and the obligations in Paragraph 8 shall survive transfer.

18.9. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Trust, its successors and assigns,
WITNESS the following signatures.

GRANTORS

Dated: 12/23/99

Jack H Newell Sr
JACK H. NEWELL, SR., Trustee
of the Jack and Bernice Newell Family Trust,
created on November 25, 1991

Dated: 12/23/99

Bernice Newell
BERNICE NEWELL, Trustee
of the Jack and Bernice Newell Family Trust,
created on November 25, 1991

THE TRUST

NAPA COUNTY LAND TRUST
A California Nonprofit Corporation

Dated: December 19, 1999

By: Ann Taylor Schwing
ANN TAYLOR SCHWING
Its: President

STATE OF CALIFORNIA }
COUNTY OF NAPA } ss

On 12/23/99 before me, Tami M. Robles, Notary Public of the State of California, personally appeared JACK H. NEWELL SR. & Bernice Newell personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tami M. R Seal

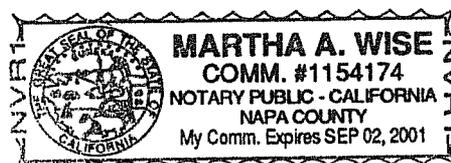


STATE OF CALIFORNIA }
COUNTY OF NAPA } ss

On DEC. 19, 1999 before me, Martha A. Wise, Notary Public of the State of California, personally appeared ANN TAYLOR SCHWING personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Martha A. Wise Seal



SCHEDULE OF EXHIBITS

- A. Metes and Bounds Description of Property Subject to Deed of Easement (see Recital A)
- B. Metes and Bounds Description of Off-Site Mitigation Habitat Location (see Paragraph 4.12)

EXHIBIT "A"

All that real property situate in Sections 19 and 20 in Township 4 North, Range 3 West, Mount Diablo Base and Meridian, in Napa County, California, and being all of Parcel Two and a portion of Parcel One as said Parcels are described in the deed to Jack H. Newell, Sr. and Bernice Newell, Trustees of The Jack and Bernice Newell Family Trust recorded January 25, 1993 as Document Number 1993-002405 in the Office of the Recorder, said Napa County, and more particularly described as follows:

Beginning at the most southeasterly corner of the tract of land shown as surveyed on the map of record in Book 21 of Surveys at page 69 in said Recorder's office and running thence South 63°58'34" East 1226.18 feet to a fence corner; thence following said fence, South 18°01'37" West 778.80 feet to a rebar monument; thence North 89°49'05" East 2383.64 feet to the most westerly corner of Parcel 3 as it is shown on the map of record in Book 13 of Parcel Maps at page 11 in said Recorder's office; thence following the northerly line of said Parcel 3, North 88°20'58" East 829.37 feet; thence South 88°43'18" East 316.53 feet; thence South 87°05'35" East 431.33 feet; thence South 89°21'25" East 134.32 feet to the Napa-Solano County line; thence following said County line North 45°02'08" West 338.67 feet to a stone monument; thence North 18°59'40" West 774.61 feet; thence North 47°14'20" West 932.33 feet to a stone monument; thence North 24°42'36" West 451.49 feet to a stone monument; thence North 32°30'14" East 959.68 feet; thence North 6°30'33" West 694.19 feet to a stone monument; thence North 37°11'09" East 275.22 feet to a stone monument; thence North 28°34'06" West 1743.55 feet; thence North 73°23'35" East 1966.50 feet; thence North 37°19'36" West 949.60 feet to the most southerly corner of Parcel C as it is shown on the map of record in Book 10 of Parcel Maps at pages 87-88 in said Recorder's office; thence following last said Parcel's southerly line North 88°30'33" West 2030.27 feet; thence North 89°18'20" West 926.60 feet to a fence corner; thence South 12°58'45" West 1761.51 feet; thence South 17°36'30" West 272.58 feet; thence South 16°18'47" West 1159.62 feet to a fence corner, last said fence corner bearing North 12°57'09" East 1236.18 feet and North 30°26'33" East from the point of beginning of this description; thence from last said fence corner North 76°57'08" West 2473.67 feet to a point, said point bearing South 76°57'08" East 1207.34 feet from an angle iron fence post; thence from said point South 13°02'52" West 1164.17 feet; thence due West 827.94 feet; thence South 50°48'37" West 84.28 feet to a line running parallel to a creek, paralleling the meanderings thereof, and 50.00 feet north and northwesterly therefrom; thence along said parallel line the following courses and distances:

North 82°36'04" West 58.74 feet,
North 52°14'07" West 110.24 feet,
South 80°13'59" West 49.39 feet,
South 23°21'19" West 92.39 feet,
South 69°46'26" West 74.55 feet,
North 81°53'58" West 84.69 feet,
South 25°20'00" West 150.31 feet,
South 1°50'52" West 143.25 feet,
North 88°15'48" West 81.67 feet,
South 15°56'58" West 94.29 feet,
South 55°14'13" West 83.12 feet,
South 0°43'01" East 126.71 feet,
South 27°13'07" West 100.83 feet,
South 34°49'17" East 210.64 feet,

**Legal Description
(Continued)**

South 14°29'48" East 37.36 feet,
South 48°21'11" West 58.55 feet,
South 27°02'46" West 44.76 feet,
South 68°12'38" West 144.46 feet,
South 18°35'31" West 85.23 feet,
South 52°13'56" West 121.06 feet and
South 10°25'54" East 91.68 feet to the intersection of said parallel line with a line running parallel to,
and 170.00 feet northwesterly therefrom, the southeasterly line of said Parcel One as described in the
aforesaid Document Number 1993-002405; thence along last said parallel line South 38°42'00" West
1302.56 feet to the intersection thereof with the western line of said Parcel One; thence along said
western line South 6°48'00" East 238.35 feet, more or less, to the most southern corner thereof, said
southern corner being also the most western corner of a tract of land described in the Deed to Bernice
Newell recorded September 10, 1986 in Book 1465 at page 276 of Official Records in said Recorder's
office; thence North 38°42'00" East 2549.64 feet to a fence corner; thence South 67°32'00" East
1113.69 feet to a rebar monument; thence South 19°26'40" West 137.11 feet to a fence corner; thence
South 73°31'26" East 627.56 feet; thence South 74°47'05" East 420.45 feet; thence South 70°29'46"
East 402.60 feet; thence South 73°39'24" East 168.16 feet; thence South 64°27'00" East 232.98 feet to
the point of beginning.

EXHIBIT B

(Description of Mitigation Area for the California Red-Legged Frog)

All that real property situate in Section 19 in Township 4 North, Range 3 West, Mount Diablo Base and Meridian, in Napa County, California, and being a portion of Parcel One as said Parcel is described in the deed to Jack H. Newell, Sr. and Bernice Newell, Trustees of The Jack and Bernice Newell Family Trust recorded January 25, 1993 as Document Number 1993-002405 in the Office of the Recorder, said Napa County, and more particularly described as follows:

Beginning at the most southern corner of the aforesaid Parcel One, said southern corner being also the most western corner of a tract of land described in the Deed to Bernice Newell recorded September 10, 1986 in Book 1465 at page 276 of Official Records in said Recorder's office; thence North $38^{\circ}42'00''$ East 2549.64 feet to a fence corner; thence North $21^{\circ}00'12''$ West 530.03 feet to a line running parallel to a creek, paralleling the meanderings thereof, and 50.00 feet north and northwesterly therefrom; thence along said parallel line the following courses and distances:

South $69^{\circ}46'26''$ West 74.55 feet,

North $81^{\circ}53'58''$ West 84.69 feet,

South $25^{\circ}20'00''$ West 150.31 feet,

South $1^{\circ}50'52''$ West 143.25 feet,

North $88^{\circ}15'48''$ West 81.67 feet,

South $15^{\circ}56'58''$ West 94.29 feet,

South $55^{\circ}14'13''$ West 83.12 feet,

South $0^{\circ}43'01''$ East 126.71 feet,

South $27^{\circ}13'07''$ West 100.83 feet,

South $34^{\circ}49'17''$ East 210.64 feet,

South $14^{\circ}29'48''$ East 37.36 feet,

South $48^{\circ}21'11''$ West 58.55 feet,

South $27^{\circ}02'46''$ West 44.76 feet,

South $68^{\circ}12'38''$ West 144.46 feet,

South $18^{\circ}35'31''$ West 85.23 feet,

South $52^{\circ}13'56''$ West 121.06 feet and

South $10^{\circ}25'54''$ East 91.68 feet to the intersection of said parallel line with a line running parallel to, and 170.00 feet northwesterly therefrom, the southeasterly line of said Parcel One as described in the above mentioned Document Number 1993-002405; thence along last said parallel line South $38^{\circ}42'00''$ West 1302.56 feet to the intersection thereof with the western line of said Parcel One; thence along said western line South $6^{\circ}48'00''$ East 238.35 feet, more or less, to the point of beginning.



TITLE

FY24/25 Work Plan Recap

RECOMMENDATION

Receive and file the FY24/25 Work Plan recap for the Open Space, Active Transportation and Sustainability Commission.

CONTACT

Alexandra Ikeda, Parks and Recreation Director

BACKGROUND & ANALYSIS

The City Council formed the Open Space, Active Transportation, and Sustainability (OSATS) Commission in 2022 (Attachment 1 & 2).

As outlined in the Commission's guidelines, it serves in an advisory capacity to the City Council and staff. Each fiscal year, the Commission develops a Work Plan identifying key issues and projects to be addressed. The Work Plan aligns with the Council's adopted goals and priorities related to open space, active transportation, and sustainability. On June 18, 2024, the Council adopted the FY24/25 Work Plan for the Commission (Attachment 3).

ACCOMPLISHMENTS

The Commission reviewed and provided feedback on several key projects, including the Clark Ranch Fuel Reduction and Replanting Plan, Newell Open Space Improvements, Green Island Road Class I Trail, and the Wetlands Edge Enhancement Project.

The Commission formalized and developed trail standards for the Newell Open Space Preserve, received approval from the Land Trust of Napa County to allow Class 1 electric bikes in Newell Open, and reviewed Draft 1 of the Newell Open Space Management Plan. Additionally, staff engaged WRA, Inc., a consulting firm, to conduct a biological survey for mammals, amphibians, and birds, and to assist in drafting the updated Newell Management Plan.

City staff have engaged RRM Design Group, a consulting firm, to assist in the update of the Parks and Community Services Master Plan. RRM is currently under contract, and staff held their kickoff

meeting in January 2025 to begin the planning process. We plan to bring RRM to the May 7 OSATS meeting to discuss open space initiatives with the Commission.

The Commission is actively working with the Napa County Bicycle Coalition to apply for the League of American Bicyclists' Bicycle Friendly Community Designation and is working with NVTA on the updated combined Bicycle and Pedestrian Plan.

LOOKING AHEAD

Over the next several meetings the Commission will be working on the remainder of the FY24/25 Work Plan initiatives which will include the following:

- Receive and file a presentation from Marin Clean Energy (MCE).
- Review and comment on Draft 2 of the Newell Open Space Management Plan.
- Continue working with Napa County Bicycle Coalition to apply for the Bicyclist Bicycle Friendly Community designation.
- Continue working with NVTA on the updated combined Bicycle and Pedestrian Plan.
- Meet with RRM about the update to the Parks and Community Services Master Plan.
- Review the Fiscal Year 2025/26 Capital Improvement Program (about open space, active transportation, and sustainability projects).
- Develop a Work Plan for Fiscal Year 2025/26.

The following Work Plan initiatives are on hold:

- Engage and receive a presentation on the East Contra Costa County Habitat Conservancy about the Habitat Conservation Plan and the Natural Community Conservation Plan.*ON HOLD*: pending a South County two by two Council meeting.
- Community engagement about sustainability initiatives and the Interim Climate Action Plan (items a-d). *ON HOLD*: no further details at this time.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

ATTACHMENTS:

1. [Ordinance No. 2023-01: Chapter 2.30 to Municipal Code](#)
2. [OSATS Resolution 2022-R112](#)
3. [FY24/25 Work Plan](#)

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY OF AMERICAN CANYON ADOPT TO AN ORDINANCE REGARDING THE ADDITION OF CHAPTER 2.30 TO THE AMERICAN CANYON MUNICIPAL CODE CREATING THE OPEN SPACE, ACTIVE TRANSPORTATION, AND SUSTAINABILITY COMMISSION

The Council of the City of American Canyon does hereby ordain as follows:

SECTION 1. A new Chapter is hereby added to the American Canyon Municipal Code regarding the creation of an Open Space, Active Transportation, and Sustainability Commission, to read as follows:

CHAPTER 2.30 OPEN SPACE, ACTIVE TRANSPORTATION, AND SUSTAINABILITY COMMISSION

- Section 2.30.010 Creation of the Open Space, Active Transportation, and Sustainability Commission/Terms of Commissioners
- Section 2.30.020 Jurisdiction and Functions of Commission
- Section 2.30.030 Compensation of Commissioners
- Section 2.30.040 Designation of Chairperson and Vice Chairperson, Committees and Staff
- Section 2.30.050 Time and Place of Meetings, Definition of Commission Quorum
- Section 2.30.060 Commission Rules and Records

Section 2.30.010 Creation of the Open Space, Active Transportation, and Sustainability Commission/Terms of Commissioners.

There is created an Open Space, Active Transportation, and Sustainability Commission for the City of American Canyon. It shall consist of five (5) members, appointed in the manner and for the terms prescribed in Sections 2.04.070 and 2.28.010, respectively, of this Code.

Section 2.30.020 Jurisdiction and Functions of Commission.

- A. The Open Space, Active Transportation, and Sustainability Commission for the City of American Canyon shall perform all functions as described below and shall serve in an advisory capacity to City staff and the City Council.
- B. The functions, powers, and duties of the Open Space, Active Transportation, and Sustainability Commission shall include the review of issues referred to the Commission by the City Council, the City Manager, and City staff, residents, or organizations of the City; to provide advice, comment and make recommendations regarding such issues as requested; to organize or facilitate community benefit activities or functions; and other duties as assigned by the City Council.
- C. Areas of purview of the Commission shall include, but not be limited to, review and provide input on plans and policy documents supporting Open Space, Active

Transportation, and Sustainability efforts, and recognize further Open Space, Active Transportation, and Sustainability efforts needed.

- D. The City Council may from time to time refer a matter to the Commission for review, comment, recommendation, and action. All actions of the Open Space, Active Transportation, and Sustainability Commission are subject to appeal to the City Council by any person or organization affected by such action through the procedures set forth in Chapter 2.04 of this Code.
- E. All actions taken by the Commission shall be reported by City Staff to the City Clerk and shall be placed on the next regular agenda of the City Council after receipt of the report by the City Clerk. Actions taken by the Commission shall not be considered final until the City Council has heard and further considered the matter or has determined that further consideration of the matter is not required. When placed on the agenda of the City Council, the City Council may elect to consider the matter and may schedule the matter for a hearing of public hearing before the City Council. The City Council shall consider any appeal of an action taken by the Open Space, Active Transportation, and Sustainability Commission by an interested person or organization through the procedures set forth in Chapter 2.04 of this Code. The decision of the City Council, after considering or hearing the matter shall be final.

Section 2.30.030 Compensation of Commissioners.

The members of the Open Space, Active Transportation, and Sustainability Commission shall each receive compensation payable out of the general fund of the City, provided adequate funds have been budgeted, therefore, in the amount of one hundred and five dollars (\$105.00) per meeting. Standing or temporary committee or subcommittee members shall not be compensated. The compensation for Commissioners prescribed herein shall be exclusive of any amount payable as reimbursement for actual or necessary expenses authorized by the City Council and incurred in the performance of official duties for the City.

Section 2.30.040 Designation of Chairperson and Vice Chairperson, Committees, and Staff.

- A. Designation of the Chairperson and Vice Chairperson for the Commission shall be governed by section 2.28.20 of this Code.
- B. The Commission may, from time to time, create committees or subcommittees to study issues, to perform work on behalf of the Commission, to provide a service to the residents, or a segment of the residents, of the City, or to improve the quality of the environment of the City and living conditions of the residents of the City.
- C. Standing or temporary committee or subcommittee shall have at least one Commissioner assigned to the committees. The Commission shall make appointments of

committee and subcommittee members with the approval of the City Manager or designee.

- D. The City Manager may appoint a department head, or other staff, and provide compensation for their services as may be authorized by the City Council and by an annual City Budget.

Section 2.30.050 Time and Place of Meetings, Definition of Commission Quorum.

- A. The Commission shall hold at least one regular meeting each month at such time, date, and place designated by the Commission. The Chairperson or a majority of the Commission, after giving notice to the Commissioners, and to any media and members of the public who have previously requested such notices in writing, so that the notice is received at least twenty-four (24) hours before the meeting, may hold a special meeting.
- B. A majority of the Commissioners shall constitute a quorum.

Section 2.30.060 Commission Rules and Records.

The Open Space, Active Transportation, and Sustainability Commission shall adopt rules for the transaction of its business and shall keep a public record of its resolutions, transactions, findings, recommendations, and actions. Minutes of the Open Space, Active Transportation, and Sustainability Commission meetings shall be filed with the City Clerk.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its adoption.

SECTION 3. SEVERABILITY. The ordinance shall be liberally constructed to achieve its purpose and preserve its validity. If any provision or clause of this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be servable and are intended to have independent validity.

The foregoing ordinance was introduced and read at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 17th day of January, 2023, by the following vote:

- AYES: Councilmembers Aboudamous, Joseph, Oro, Vice Mayor Washington, and Mayor Garcia
- NOES: None
- ABSTAIN: None
- ABSENT: None

The foregoing ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 7th day of February, 2023, by the following vote:

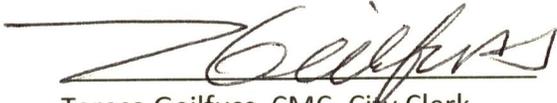
AYES: Councilmembers Aboudamous, Joseph, Oro, Vice Mayor Washington, and Mayor Garcia
NOES: None
ABSTAIN: None
ABSENT: None



Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:



Taresa Geilfuss, CMC, City Clerk



William D. Ross, City Attorney

RESOLUTION NO 2022-R112

A RESOLUTION FO THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON RECONSTITUTING THE OPEN SPACE ADVISORY COMMITTEE AS THE OPEN SPACE, ACTIVE TRANSPORTATION, AND SUSTAINABILITY COMMISSION, AND APPROVING THE COMMISSION'S FISCAL YEAR 2022/2023 WORK PLAN

WHEREAS, the City of American Canyon has always been supportive of open space preservation and enhancement and such support has been integrated into the City's General Plan (for example, the Vision Statement notes we should "capitalize on the unique environmental setting of the foothills river valleys and agriculture") and

WHEREAS, the General Plan ' Parks and Recreation Element ' advocates for trail systems that connect the river areas with residential neighborhoods and open space areas in the foothills, and

WHEREAS, in 1999, the City was fortunate to receive 640 acres of foothill open space as a result of a generous donation from Jack and Bernice Newell and

WHEREAS, at approximately the same time, the City received a \$3 million CalFed Grant to acquire and restore 460 acres of wetlands on our western border and

WHEREAS, connecting the wetlands and Newell Open Space through a network of trails and bike paths is important to enhance public access and enjoyment and

WHEREAS, the City Council formally recognized the efforts to establish preserve and enhance open space in and around American Canyon through the establishment of the Open Space Advisory Committee (OSAC) as a standing "citizen s advisory committee (Resolution 2005-83) and

WHEREAS, the City Council formally designated the OSAC as the City s Bicycle Advisory Committee in November 2010 (Resolution 2010 115) and

WHEREAS, the City Council desires to reconstitute the OSAC as a new commission having purview over issues of ' open space active transportation ' and sustainability and

WHEREAS, the role of the new Open Space Active Transportation and Sustainability Commission (OSATS Commission) is to review and provide input on various plans and policy documents prepared by staff (and consultants) before they are eventually considered by the Council

NOW, THEREFORE, BE IT RESOLVED the City Council hereby rescinds Resolution 2005-83 and Resolution 2010 115 in order to reconstitute the former Open Space Advisory Committee as the new Open Space, Active Transportation, and Sustainability Commission and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council establishes a five member Open Space Active Transportation and Sustainability Commission (OSATS Commission) pursuant

to American Canyon Municipal Code Chapter 2 28 (Boards and Commissions Generally) for the purpose of supporting open space active transportation and sustainability efforts in and around American Canyon, and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council endorses the OSATS Commission's review and input on plans and policy documents supporting the following 'Open Space' efforts and recognizes there may be future efforts needed, subject to Council review and confirmation

- Restoration of the wetlands on the City's western border to improve the eco system in the Bay Area and provide public water access, and
- Updates to the General Plan, Parks and Open Space Master Plan, Newell Management Plan, Newell Grazing Plan, and other plans, and
- Open space, trails, and public access development, such as Clarke Ranch, re use of the Corporation Yard Jaegar Open Space, and other open space areas, and
- Trail use rules and regulations and trail maintenance and repair standards, and
- Volunteer conservation programs and projects, wildlife monitoring, and improvements or alterations to City owned open space property, and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council endorses the OSATS Commission's review and input on plans and policy documents supporting the following 'Active Transportation' efforts and recognizes there may be future efforts needed, subject to Council review and confirmation

- Updates to the Citywide Bike Plan
- Updates to the Citywide Pedestrian Plan
- Updates Active Transportation Development Standards
- Awards and recognitions such as the Bicycle Friendly Community designation

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council endorses the OSATS Commission's review and input on plans and policy documents supporting the following Sustainability efforts and recognizes there may be future efforts needed subject to Council review and confirmation

- Countywide Greenhouse Gas Emissions Inventory
- Regional Climate Action Plan
- Climate Action Interim Plan for City of American Canyon

NOW, THEREFORE, BE IT FURTHER RESOLVED that the OSATS Commission shall support staff's open space active transportation and sustainability efforts by reviewing and providing comment on plans and policy documents funding programs the annual Capital Improvement Program (CIP) CIP Project design documents and/or serving on technical advisory committees

NOW, THEREFORE, BE IT FURTHER RESOLVED that the OSATS Commission shall draw upon the expertise of its members and other sources to provide advice to the City Council regarding open space active transportation and sustainability efforts

NOW, THEREFORE, BE IT FURTHER RESOLVED that Commissioners serve as liaisons with the community regarding open space, active transportation, and sustainability efforts, keeping staff and the Council informed of issues and concerns

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution does not constitute authority for Commissioners or the OSATS Commission to perform operational or management functions or to make decisions on behalf of the City

NOW, THEREFORE, BE IT FURTHER RESOLVED that OSATS Commission shall develop an annual work plan regarding open space, active transportation and sustainability efforts for approval by the City Council

NOW, THEREFORE, BE IT FURTHER RESOLVED that City Council hereby approved the OSATS Commission’s FY 2022/23 Annual Work Plan attached hereto as Exhibit “A” and incorporated by reference

NOW, THEREFORE, BE IT FURTHER RESOLVED the City Council formally designates the Open Space, Active Transportation, and Sustainability Commission as the City’s Bicycle Advisory Committee, and

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption

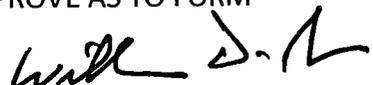
PASSES, APPROVED and ADOPTED at a regular meeting of the City Council of the City of American Canyon on the 20th of December 2022 by the following vote

AYES	Councilmembers Joseph, Oro, Washington Vice Mayor Aboudamous and Mayor Garcia
NOES	None
ABSTAIN	None
ABSENT	None


 Leon Garcia Mayor

ATTEST

 Taresa Geilfuss, CMC, City Clerk

APPROVE AS TO FORM

 William D Ross City Attorney



DATE: June 18, 2023

TO: Mayor and City Council

FROM: Jason Holley, City Manager

CC: Parks and Recreation Director Ikeda
Public Works Director Ahmann Smithies
Community Development Director Cooper

RE: FY2024/25 Work Plan for the Open Space, Active Transportation, and Sustainability Commission

Below is the proposed DRAFT Work Plan for FY2024/25 for the Open Space, Active Transportation, and Sustainability Commission.

1. Update the Newell Management Plan.
2. Develop Trail Standards for the Newell Open Space Preserve.
3. Update the Parks and Community Services Master Plan.
4. Apply for the League of American Bicyclists 'Bicycle Friendly Community' designation.
5. Engage with NVRTA on the updated combined Bicycle and Pedestrian Plan.
6. Engage and receive a presentation on the East Contra Costa County Habitat Conservancy about the Habitat Conservation Plan and the Natural Community Conservation Plan.
7. Receive and file presentations from MCE Clean Energy.
8. Community engagement about sustainability initiatives and the Draft Interim Climate Action Plan.
 - a. Increase the percentage of Marin Clean Energy "Deep Green" customers.
 - b. Increase tree plantings.
 - c. Encourage residents to use the Napa Climate Challenge app to become aware of their "climate footprint".
 - d. Prepare a "Road Map to 2030" to engage with American Canyon businesses and residents in the pursuit of social acceptability and support for the actions needed to accomplish these goals.
9. Provide input on the design of open space, active transportation, and sustainability projects in the current Capital Improvement Program.
10. Review the Fiscal Year 2025/26 Capital Improvement Program (about open space, active transportation, and sustainability projects).
11. Clark Ranch Hazard Mitigation and Replanting Plan.



TITLE

Fiscal Year 2025/26 Capital Improvement Program

RECOMMENDATION

Review and comment on the open space, active transportation, and sustainability projects in the draft Fiscal Year 2025/26 Capital Improvement Program.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director

BACKGROUND & ANALYSIS

The Fiscal Year 2025/26 Capital Improvement Program (CIP) contains the following nine (9) projects with open space, active transportation, and sustainability components:

1. EV Charging Stations (CF24-0100)
2. 2026 EV Charging Stations (CF26-0100)
3. Wetlands Edge Environmental Education Enhancement Project (PR19-0100)
4. Wetlands Restoration - Design Phase (PR26-0100)
5. Green Island Road Reconstruction and Widening (TR16-0700)
6. Melvin Sidewalk and Storm Drainage Improvements (TR24-0200)
7. Rancho Del Mar Paving and Utility Improvements (TR24-0300)
8. Rancho Del Mar Phase II Paving and Utility Improvements (TR25-0100)
9. Recycled Water Fill Stations (RW23-0100)

Tonight's focus is on discussing the above projects and their alignments with the goals and priorities of the City's General Plan and the Napa County Bicycle and Pedestrian Plan. The complete FY2025/26 Capital Improvement Program is still being developed and will be presented to the Planning Commission later this Spring.

All these exciting projects will enhance the quality of life for American Canyon residents, businesses, and visitors.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Not Applicable

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [FY25-26 OSATS CIP Projects](#)

City of American Canyon
FY 2025-26 CAPITAL IMPROVEMENT PROGRAM - OSATS

Project Number	Project Title	City General Plan, Bicycle and Pedestrian Plan Consistency Components
CIVIC		
1	CF24-0100 EV Charging Stations	GP 1.0 Land Use Element: Accommodate public and institutional uses that serve the needs of the residents of American Canyon Goal 1J:/Climate Action and Sustainability Components
2	CF26-0100 2026 EV Charging Stations	GP 1.0 Land Use Element: Accommodate public and institutional uses that serve the needs of the residents of American Canyon Goal 1J:/Climate Action and Sustainability Components
PARKS		
3	PR19-0100 Wetlands Edge Environmental Educational Enhancement Project	GP 7.0 Parks and Recreation Element: Parks and Trail Standards 7.3.1, 7.4.12, 7.8.8, I7.10.4, I7.30, I7.43/BP: Bike Racks/PP: ADA Parking and Access/Climate Action and Sustainability Components
4	PR26-0100 Wetlands Restoration - Design Phase	GP 7.0 Parks and Recreation Element: Parks and Trail Standards 7.3.1, 7.4.12, 7.8.8, I7.10.4, I7.30, I7.43/BP: Bike Racks/PP: ADA Parking and Access/Climate Action and Sustainability Components
TRANSPORTATION AND PUBLIC WORKS		
5	TR16-0700 Green Island Rd Reconstruction and Widening	GP 1.0 Land Use Element: 1.3.1 and 4.0 Circulation Element Policies, Street Network 1.1-1.4, 1.6-1.12, & 1.20/BP Goals for Connectivity, Equity, and Safety (Vine Trail Class I Trail)/PP: AC-12 Commerce Multi-Use Path, ADA Access
6	TR24-0200 ARPA4 Melvin Sidewalk and Storm Drainage Improvements	4.0 Circulation Element Policies: Street Network 1.5, 1.7-1.12, & 1.20 and 5.0 Utilities Element Policies: Storm Water Implementation I 5.24 and 5.26/PP Goals for ADA Access, Connectivity, and Traffic Calming
7	TR24-0300 ARPA6 Rancho Del Mar Paving and Utility Improvements	4.0 Circulation Element Policies: Street Network 1.5, 1.7-1.12, & 1.20, and 5.0 Utilities Element Policies: Implementation I.5.4 and 5.47 (water and wastewater)/BP Goals for Connectivity, Equity, and Safety (Class II or III Facilities)/PP Goals for ADA Access and Connectivity/Gap Closure
8	TR25-0100 Rancho Del Mar Phase II Paving and Utility Improvements	4.0 Circulation Element Policies: Street Network 1.5, 1.7-1.12, & 1.20, and 5.0 Utilities Element Policies: Implementation I.5.4 and 5.47 (water and wastewater)/BP Goals for Connectivity, Equity, and Safety (Class II or III Facilities)/PP Goals for ADA Access and Connectivity
RECYCLED WATER		
9	RW23-0100 Recycled Water Fill Stations	1.0 Land Use Element: 1.3.1 and 5.0 Utilities Element Policies, Implementation I 5.23/Climate Action and Sustainability Components