

St. Helena Trails and Open Space Plai The Ad Hoc Subcommittee on

WALKING ROUTES, TRAILS, AND PUBLICLY ACCESSIBLE OPEN SPACE





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EXECUTIVE SUMMARY

In this report, the Parks & Recreation Commission's Ad Hoc Subcommittee on Walking Routes, Trails, and Publicly Accessible Open Space presents its findings and recommendations to help the City of St. Helena become a world-class rural walking town.

The report provides the sequence of steps, budget, timeline, and suggested staff and community resources over an anticipated four-year period. The aim is to protect existing walking paths, expand walking opportunities today, and create ways to enhance this legacy in the future.

Note: this report's text is as approved by the Parks & Recreation Commission on November 14th, 2022 but with date and budget updates given the almost three years now past, and a few additions based on further feedback from planning, council, and other members of the community. The additions were shepherded by Walk St. Helena, a 501(c)(3), founded in May, 2025 and the successor to the walking group St. Helena Striders, which was founded in January, 2024. Walk St. Helena was created to support and expand walking opportunities in St. Helena, working with the City of St. Helena and others to expand outdoor activities, enhance health, and improve the quality of life for residents and visitors alike. Updated and additional text is indicated by green text.

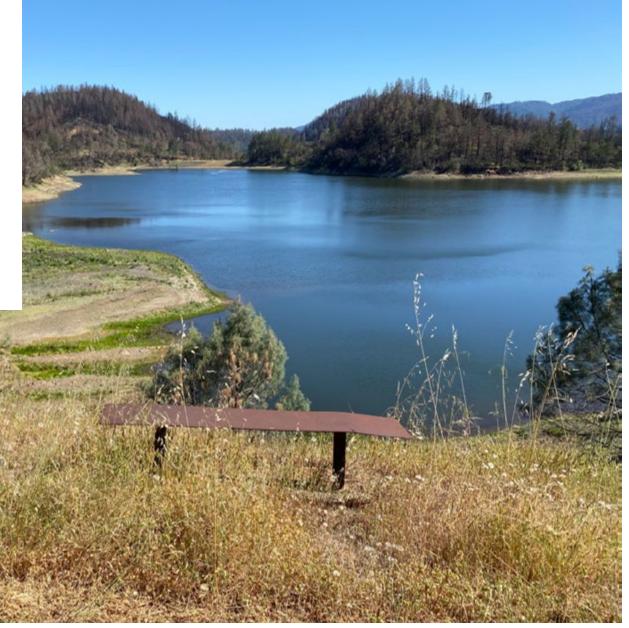
The key components of the report are:

A proposed set of published walking loops
 & trails which will require minimal planning

- and development activities. These could be accomplished in Q1 to Q3 of 2025-26, and ready for a celebratory "Opening Day" on April 22 (Earth Day), 2026.
- 2. A number of existing opportunities for walking paths and trails. These include already identified and existing pedestrian paths in the General Plan and Pedestrian Plan, city-owned walking opportunity properties, and city-owned easements that could be converted to walking opportunities. Signage and fairly minimal restoration work are identified as well as a timeline for the work running through Q4 of 2028-29. New trail openings could be celebrated on Earth Day in April of each year for the next 4 years.
- 3. A plan for voluntary open space easements or access, to allow open space lands to remain open for those property owners who volunteer to allow access—creating a win-win for property owners and walkers. It is expected that a demonstration route could be completed within year 1 in time for spring 2026.
- 4. A model for **development agreements**, in which new projects contribute to St. Helena's network of walking trails as part of their permit approval process. These agreements to include walking trails have a long history in this town and should be codified as part of the city's negotiation posture. Updates to the city's permitting process could be complete mid-way through FY 2025-26.

Low- to no- cost opportunities (of which there are many) will be taken on first. Undertakings requiring more meaningful funding are presented as potential, but optional, opportunities for the future. Taken together, the work represents a modest investment with large scale benefit. There will also be some private participation in certain items, such as benches. City staff will oversee the activities in partnership with subcommittee members, other residents, Parks and Recreation committee members and other interested parties from the community.

This report is the result of over 2.5 years of work by local volunteers under the auspices of the Parks & Recreation Commission and helps lay the groundwork for a significant community amenity that will enhance the quality of life for residents and visitors.



OVERVIEW

The Ad Hoc Subcommittee on Walking Routes, Trails, and Publicly Accessible Open Space was created by the Parks & Recreation Commission in early 2019. Its mission is to develop a comprehensive and clearly articulated framework for the City of St. Helena to deliver the walking, access, passive recreation, and connectivity goals contained within the 2019 General Plan and the 2017 Pedestrian Plan.

The city can be a center for walking and passive recreation, creating a year-round amenity for those who live, work, and visit our lovely town. As we have seen during the pandemic, we are a walking and walkable rural town—and not just by those needing to get in their steps. By adding the specific elements within this plan, we believe the city can further take advantage of existing but currently unavailable pathways and our spectacular setting and abundant rural charm, providing an additional world-class amenity beyond our wines, wineries, food, and hospitality.

Adopting all the elements of this plan—protecting existing walking paths, expanding walking opportunities today, and creating ways to enhance this legacy in the future—will improve the quality of life for full-time residents, will attract new visitors, and will encourage existing visitors to spend additional time in town, which will also further help our downtown to remain a lively and active place and help our merchants.

The goal of this report is to preserve, develop and open walking paths. Walking paths, as compared with multi-modal trails, are attractive for several reasons: they can be used more safely by older walkers and younger children, who may not mix well with fast-moving bicycle traffic; they have less impact on the surrounding environment and on neighbors and neighborhoods; and they are cheaper and easier to develop, build and maintain. At the same time, multimodal and bicycle paths are an important part of transportation and recreation in this town, and the existing Napa River Walk included in this report is in fact a multimodal trail.

The city should adopt these policies under the banner of "St. Helena Trails and Open Space" as other cities do, to allow for a unified name and branding.

This report contains 5 sections and an appendix:

1. Published walking loops and trails

Mapped and signed walking paths of various lengths which start and finish at the chamber headquarters downtown, to take advantage of existing historic, open space, church and residential walks for visitors.

2. Existing opportunities for walking paths and trails

A set of no- to low-cost improvements to be made to the City of St. Helena's existing pedestrian paths as shown in the General Plan and Pedestrian Plan, as well as opening up existing trails on city-owned property to enhance the walking experience for residents and guests. Some require additional work with other stakeholders before adoption.

3. Voluntary open space access or easements

Agreements the city can use with property owners who voluntarily welcome pedestrians to specific pathways on their property in exchange for liability coverage, allowing an expansion of walking opportunities in St. Helena.

4. Development agreements

These are agreements the city can use to encourage walking access and dedicated easements in larger developments in town. It is expected that most times these follow existing walking routes that have been used by residents for years when the land either lay fallow or was used for agricultural uses.

5. Implementation Framework

Anticipated as a four year project, the plan provides the sequence of activities, budget, timeline, and suggested staff and community resources.

6. Appendices

Maps, resources from other jurisdictions, and additional findings to help create a truly walkable town uncovered during our investigations.

Those that contributed to this report as approved by the Parks & Recreation Commission at its meeting on November 14th, 2022 include:

Committee members

Anne Cottrell, law
Michelle Deasy, non-profit management
Bob Frescura, retired landscaping
David Knudsen, data and technology
Richard Seiferheld, retired real-estate
Pam Smithers, retired accounting
Rebekah Weeman, marketing

Staff

Mark Prestwich, City Manager (former)

Maya DeRosa, Community Development

Director

Andre Pichly, Parks & Recreation Director
(former)

Mark Rincón-Ibarra, Public Works Director/City

Engineer (former)

John Wanger, Public Works/Engineering

Consultant, Coastland (former)

Parks & Recreation Commission (as of November 2022)

Matthew Demchuk, Chair Rebekah Weeman, Vice-chair Michelle Deasy Tye Taylor Susan Kenward (former)

St. Helena Striders Organizers (founded January 2024 and its successor is Walk St. Helena, founded May 2025)

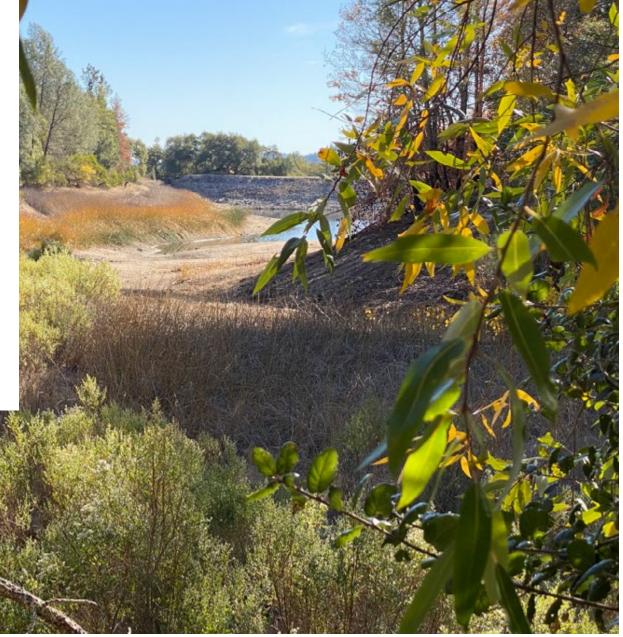
Michelle Deasy David Knudsen Richard Seiferheld Pam Smithers

Walk St. Helena Board (which updated the 2025 report)

Sandra Archibald Linda George Brown David Knudsen

Thanks also to many members of the public with whom the subcommittee met, and who provided both insight and help, and gave advice and thoughts throughout this process, and with whom we've spent many hours walking together within our city's boundaries and beyond. Also thanks to the Blue Zones Project Upper Napa Valley, the St. Helena Farmer's Market, the St. Helena Chamber of Commerce, Rianda House, Sustainable St. Helena, and the St. Helena Star Editorial Board.

All pictures are by Linda George Brown, Pam Smithers, David Knudsen, or by individual attribution. Initial maps were created by Richard Seiferheld. Original presentation was created by Michelle Deasy. Updated document was designed and created by Ren Conger with an assist from Joe Runco.



St Helena Lower Reservoir



SECTION 1: PUBLISHED WALKING LOOPS AND TRAILS

St. Helena Trails and Open Space published walking loops and trails will be mapped and signed walking routes, which start and finish at the Main Street and Hunt Avenue intersection. These routes will take advantage of historic, open space, church, and residential walks for visitors, similar to the signed bicycle routes through town. Maps will be available at City Hall and at the Chamber of Commerce, as well as on the web or on apps, and will promote additional activities for first-time and returning visitors to St. Helena.

Walks will be of a variety of distances and types. From a short 20 minute walk to longer loops, they will guide walkers to various parts of St. Helena, including our public parks, Historic St. Helena, open space and vineyard-adjacent walks and will point out specific sites. There should be a walk to appeal to each and every visitor. They will be governed by a set of rules and regulations similar to the city's current rules for Crane Park and other parks. This is consistent with what other municipalities do, including the City of Napa.

Note—these walks are not the complete list of walks shown in the General Plan or Pedestrian Plan —many of those are so-called 'secret walks,' connecting neighborhoods or dead-end streets, and are generally discoverable while walking or exploring by St. Helena residents and frequent visitors. Rather, these published walks are a jumping-off point for welcoming visitors and

encouraging them to enjoy St. Helena's many amenities, including our parks, our businesses, our neighborhoods, and our agricultural setting.

Proposed amenities for each walk will be:

Signage on route (coordinated with downtown streetscape or other related city signs such as historical markers, and with the same quality) Benches en route (recommended at least every mile)

Complimentary paper map at the Chamber of Commerce

Maps on city and chamber websites

Additionally, these walks should also be promoted on hiking and walking sites and apps such as www. alltrails.com and www.trailforks.com to appeal to outdoor-minded visitors.

There are many existing walkable streets and roadways that the city also can showcase. Town residents and visitors alike often take to walkable streets and roadways. We see walkers every day and want to encourage, support and help expand these community-building and healthy activities.

Initial walks suggested by the subcommittee with input from the Chamber include:

1. OAK AVENUE WALK

Churches/Historic Buildings/Neighborhoods/Shopping

A short walk that brings the walker to many historic buildings and churches just off Main Street passing Lyman Park and the Post Office. From Hunt Ave turn north on Main St turning left on Pine St and again on Oak Ave. Follow Oak to Tainter St passing charming homes along the way. Turn right on Tainter and left on Kearney St past many of the beautiful churches in town. Turn left on Spring St and left on Main to return to Hunt.

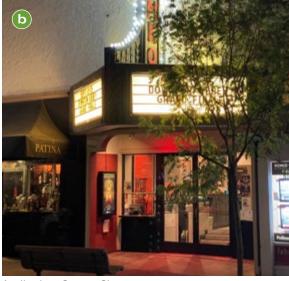
Total length: .8 miles

Time to complete: 20-30 minutes

Notable waypoints (in order):

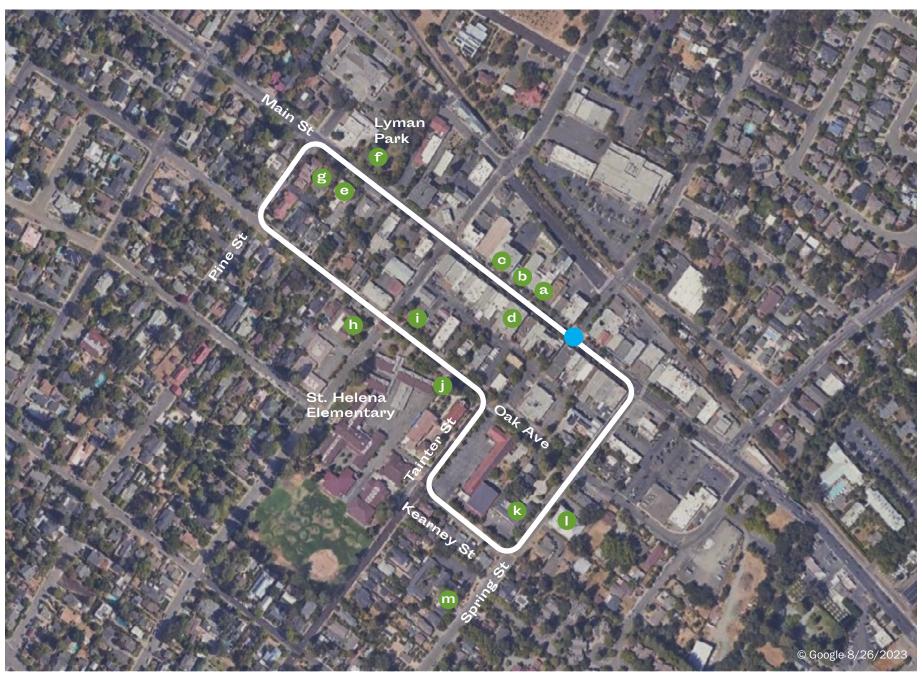
- a. The Star Building (Caldwell Snyder Gallery)
- b. Cameo Cinema
- c. Odd Fellows Hall
- d. Masonic Lodge's Richie Block
- e. United States Post Office
- f. Lyman Park
- g. Rianda House
- h. United Methodist Church
- i. Carnegie Building
- j. St. Helena Catholic Church
- k. Grace Episcopal Church and Labyrinth Walk
- I. Native Sons Hall
- m. Presbyterian Church-St. Helena



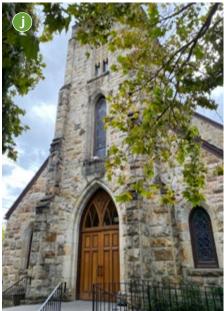


Attribution: Cameo Cinema















2. MAIN STREET STROLL NORTH/SOUTH

Historic Buildings/Shopping

A walk amidst the historic stone, masonry, and stick-built structures that dot our Main Street. There are two walks: North from Hunt Ave enjoy Main St's shops, tasting rooms and restaurants and eventually pass Beringer Vineyards iconic setting in the northern reaches of our town. At Pratt Ave, pick up the multi-purpose Vine Trail to the Culinary Institute of America's Greystone building. For walkers (and bikers), the Vine Trail continues on to Calistoga.

South from Hunt Ave down Main St also enjoy shops, tasting rooms and restaurants and eventually reach St. Helena High School's historic Vintage Hall. Crane Park and its recreational facilities is onward behind the high school grounds.

Notable waypoints (North):

- a. The Star Building (Caldwell Snyder Gallery)
- b. Cameo Cinema
- c. Odd Fellows Hall
- d. Masonic Lodge's Richie Block
- e. United States Post Office
- f. Lyman Park
- g. Rianda House
- h. York Creek Bridge
- i. Berringer Vineyards
- j. Culinary Institute of America's Greystone Building

Notable waypoints (South):

- k. Sulphur Creek Bridge
- I. Merryvale Vineyards
- m. Taylor Refresher Sign (Gott's)

- n. The Sherry Building (Charter Oak)
- o. St. Helena High School's Vintage Hall

Longer walks

Total Length: 2.8 miles roundtrip for both directions

- 1.5 miles roundtrip for northly walk
- 1.3 miles roundtrip for southerly walk

Time to complete: 1 to 1.5 hours round-trip for both directions

End points:

- Culinary Institute of America's Greystone Building (north)
- St. Helena High School's Vintage Hall (south)

Shorter walks

Total Length: .9 miles roundtrip for both directions

- .4 miles roundtrip for northly walk
- .5 miles roundtrip for southerly walk

Time to complete: 30-45 minutes round-trip for both directions

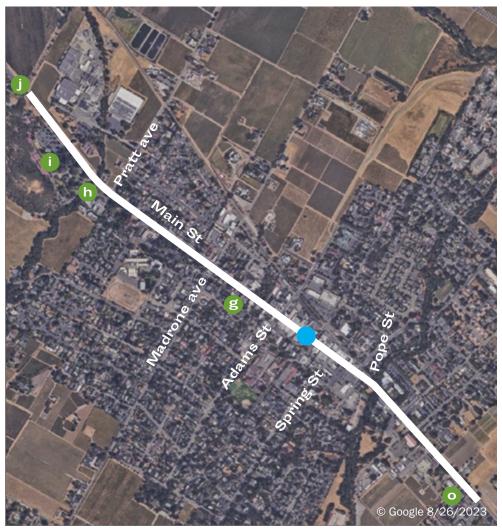
End points:

- Post Office (north)
- Charter Oak Ave (south)

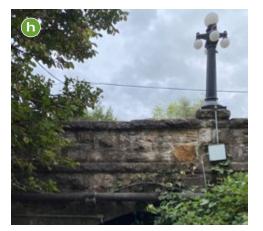




Attribution: Maury Robertson

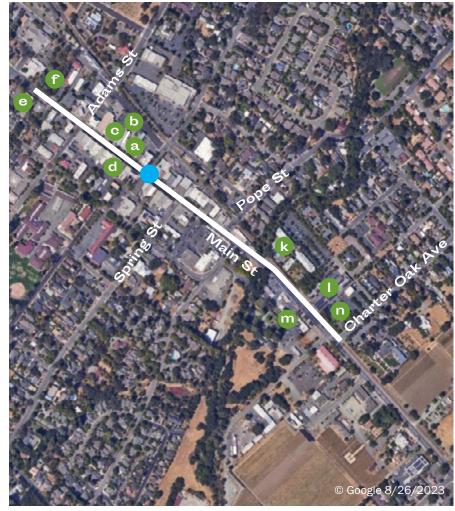


Main Street Stroll (Long)









Main Street Stroll (Short)











3. NAPA RIVER WALK

Shopping/Views/Vineyards

A walk along agricultural lands and open space vineyards from downtown to a Napa River overlook, also with a possible loop extension around the flood control project's overflow catchment basin and return along the top of the levee. The loop extension goes partially along a path on the top of the Napa River banks, detailed in the city's General Plans going back three decades, if not more.

From Hunt Ave and Main St, walk up Main St to Adams St and then turn right. Take the lower path all the way to the Napa River, passing through open space and vineyards, with a perfect view of Mt. St. Helena to the north. At the overlook to the river, turn back to return to Main St. With the possible loop extension, turn right at the overlook and follow a path along the top of the embankment. Climb up and down to cross the overflow catchment basin outlet and return along the path atop the levee.

More details about this walk and desired improvements are included in Section 2 below.

Notable waypoints:

- a. The Star Building (Caldwell Snyder Gallery)
- b. Cameo Cinema
- c. Odd Fellows Hall
- d. Masonic Lodge's Richie Block
- e. The Pritchard Building
- f. St. Helena Library
- g. Napa River overlook
- h. Napa River conservation catchment basin
- i. Napa River levee

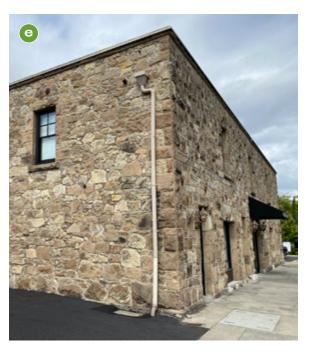
Total length:

Out-and-back only: 1.8 mi round tripIncluding loop extension: 2 mi round trip

Time to complete:

- Out-and-back only: 45 minutes to 1 hour total
- Including levee return: 1 hour to 1 hour 15 minutes round-trip











Napa River Walk (Existing)

Napa River Walk (with levee return)

4. MAIN TO MADRONA TO SPRING LOOP

Neighborhoods/Views/Vineyards

A popular walk among local residents, this walk takes the stroller along historic Spring Street and amongst residential neighborhoods, vineyards, and open space.

From Hunt Ave walk up Main St and turn left on Adams St. Walk through residential areas until Adams St stops at Hudson Ave. Turn right and then turn left on Madrona Ave. Walk by vineyards to the end of the road and then turn left on Riesling Wy and take a right on Sylvaner Ave. At the stop sign, turn left on Spring St following it back down to Main St and turn left to get back to Hunt Ave.

Total length: 2.75 mi loop

Time to complete: 1 to 1.5 hours

Notable waypoints:

- a. The Star Building (Caldwell Snyder Gallery)
- b. Cameo Cinema
- c. Odd Fellows Hall
- d. Masonic Lodge's Richie Block
- e. United Methodist Church
- f. Spottswoode Winery
- g. St. Helena Public Cemetery
- h. St. Helena Catholic Cemetery
- i. Starr Baldwin Park
- j. Native Sons Hall
- k. Presbyterian Church-St. Helena
- I. Grace Episcopal Church and Labyrinth Walk



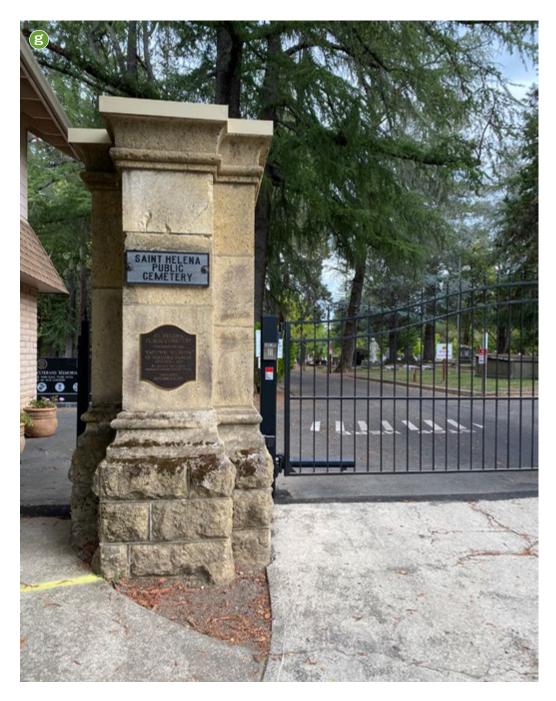








Main St to Sulphur Canyon Walk





5. PARK TO PARK TO PARK WALK

This walk links several of St. Helena's parks going from downtown out to the Pope Street Bridge along the Sulphur Creek corridor.

Exit from Lyman Park at its easterly end on Railroad Ave and turn right. At Adams St turn left and go to its end. There, turn right on a public walking path that takes you to Hunt Ave. Turn left on Hunt and follow it to where it meets Starr Ave. Turn left on Starr and follow it until it ends on Pope St. Turn left on Pope St and follow it out to Wappo Park by the Pope Street Bridge.

To return, follow Pope St going west towards town, stopping along the way at Jacob Meily Park and Sulphur Creek. Right before the railroad tracks, turn right on Church St. Jog left on Hunt Ave, crossing the railroad tracks and head up Railroad Ave back to Lyman Park.

Total length: 2.25 mi loop

Time to complete: 45 min to 1.5 hours

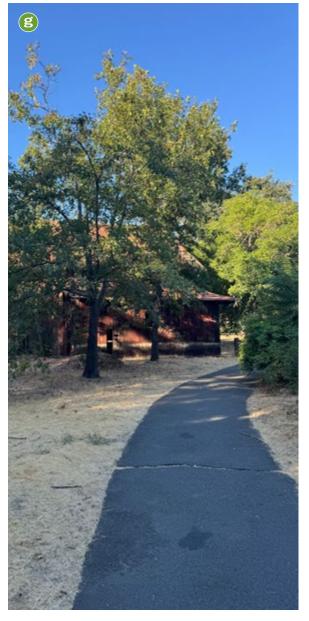
End-point: Wappo Park

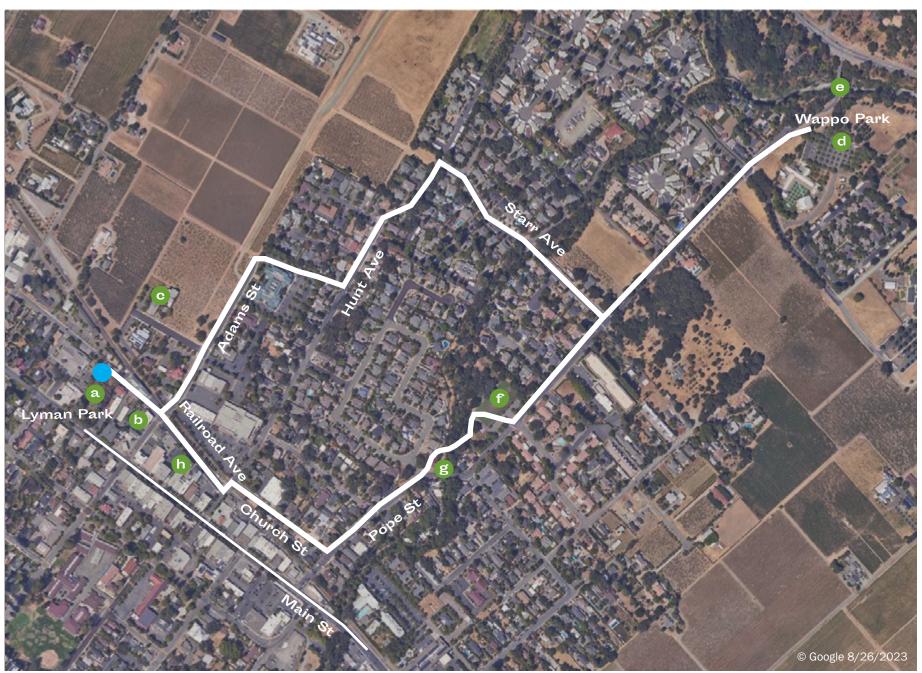
Notable waypoints:

- a. Lyman Park
- b. The Pritchard Building
- c. St. Helena Library
- d. Wappo Park
- e. Pope Street Bridge
- f. Jacob Meily Park
- g. Jacob Meily Barn
- h. Taylor, Duckworth & Company Foundry Building









Park to Park to Park Walk

B. ADDITIONAL WALK IDEAS

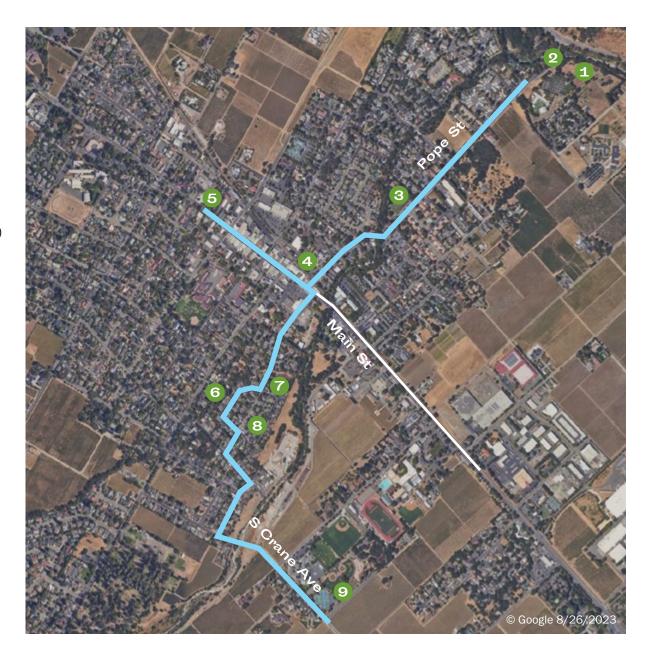
Further walks could be added over time.

1. Connect all our city parks

One idea is to create further walking connections amongst many of our city parks including Crane Park in dedicated walks. Today these routes would be on city streets, but it's no surprise that many of these parks rest adjacent to or near the Sulphur Creek corridor, identified in the General and Pedestrian Plans as a location for pathways and access.

St. Helena Parks Index: SHP#

- 1. Wappo (including dog park and picnic facilities)
- 2. Pope Street Bridge (stone bridge)
- 3. Jacob Meily (including ball fields and play structures)
- 4. Lewis Station (including picnic facilities)
- 5. Lyman (including picnic facilities)
- 6. Starr Baldwin (including picnic facilities)
- Mary Fryer (including picnic facilities and play structures)
- 8. Mennen
- Crane (including ball fields, play structures, bocce, skateboard, tennis, pickleball, picnic facilities, and Friday Farmers' Market in season)







Attribution: St. Helena Farmers' Market

2. Promote existing walkable streets and roadways

Since our rural town already hosts many walkable streets and roadways, another idea is to highlight and promote these locations. The city could encourage, support, and expand walking activities by showing what places may be appropriate walking locations, such as connecting streets with sidewalks and rural roads. This map could be a good start:

Blue = connecting streets with sidewalks

Green = rural roadways



3. Categorize by safety and amenities

Additionally, a new map of all city streets could show their appropriateness for walking based on safety, including those with sidewalks or those with little car traffic and good sightlines.

Streets also further could be categorized based on types of walking amenities available.

Categories could include:

Architecture

Historical interest

Loops

Older and younger walkers

Parks

Redwoods

Shopping

Vineyards

Views

4. Walkable wineries

Additionally, to support our wineries, the city could create a map that shows all that are walkable within the city.

These could include:

Beringer

Charles Krug

Charter Oak

Clif Family

Crocker and Starr

Davies

JCB

Long Meadow Ranch

Louis M. Martini

Merryvale

Orin Swift

Salvestrin

Spottswoode

Activities

The activities needed to bring these published routes to fruition are:

Planning

- Approval of initial routes and names (which could include a naming contest)
- Specific waypoints to include on the map
- Sign messaging, design and determination of number of signs and locations
- Determination of any other physical improvements required to make the routes safe and easy to use, such as walkway repairs, bench installations, trash bins, dogwaste stations, or potentially motion detector web-cams in remote locations, monitored by public safety
- Determination of whether donations should be solicited for any physical improvements, such as benches, with plaque placement rights
- Develop route rules and regulations, just as the city has for its parks (e.g. sunrise to sunset, dogs on leash-except for existing portion of Napa River Walk which is non-leash and waste pick-up, and respect for private property)
- Determine appropriateness of additional walk ideas and any promotion or further infrastructure needs

Development

- Sign building and placement
- Other physical improvements
- Paper map development and creation
- Web map development and publishing

• Submission to trail apps and websites

Open

- 'Opening day' activities, including celebratory events and press
- Propose Earth Day, April 22nd, for opening

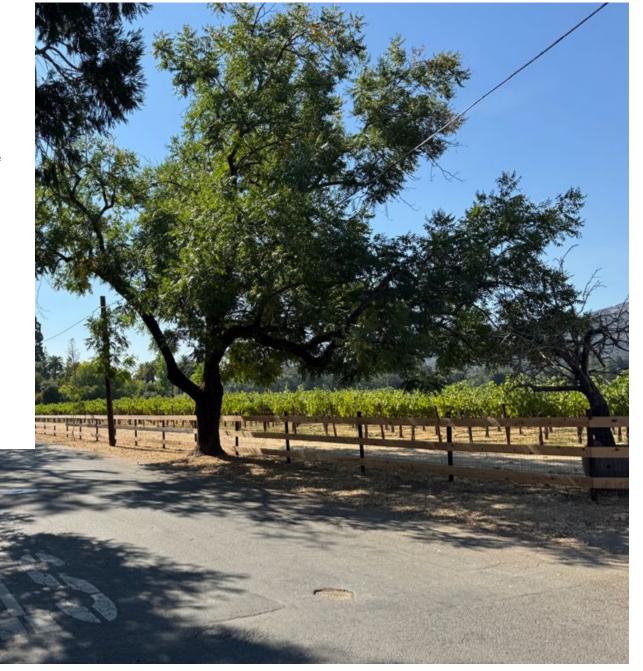
On-going

- Assessment and maintenance of walkways and physical infrastructure including engagement of volunteers to assist through the subcommittee or other groups of residents
- Pickup of trash bins and dog-waste stations, if included

Proposed sponsors (those who will help coordinate and drive the activities)

- Internal: Current head,
 Parks and Rec Department
- External: Amy Carabba-Salazar, Chamber of Commerce

These activities could be done within year 1, in the fiscal year ending June 2026 with opening of the walks in time for the spring 2026 visitor season.



The overall timeline and budget are included in Section 5 and the specific activities timeline is included here (note that throughout the report, Q1 = July - September, Q2 = October - December, Q3 = January - March, and Q4 = April - June):

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Planning				
Approval and names	Q1			
Waypoints and signs	Q1			
Other improvements	Q1			
Rules and regs	Q1			
Additional walk ideas	Q1			
Development				
Sign Creation	Q2 Q3			
Other improvements	Q2 Q3			
Paper maps	Q2 Q3			
App and web	Q2 Q3			
Open				
Opening day	Q4			



SECTION 2: EXISTING OPPORTUNITIES FOR WALKING PATHS AND TRAILS

The city can move forward on a set of no- to low-cost improvements to existing pedestrian paths (see the adopted Pedestrian Plan and General Plan, page 5-24). Additionally, we suggest opening up already-built trails on city-owned properties and formalizing walking opportunities on city-owned easements that allow the city to grant further access for pedestrian walking activities. These steps will enhance the walking experience for residents and visitors. These improvements will be the first tangible elements of the St. Helena Trails and Open Space initiative.

St. Helena is fortunate in that we had far-sighted city planning administrators who insisted on connectivity within our neighborhoods and between and across Sulphur Creek, the creekshed which bisects the heart of our town from White Sulphur Springs Canyon through to where it joins the Napa River near the Pope Street Bridge.

There are also many existing 'secret' walkways which allow intrepid and local neighbors access through easements and city-owned rights of way. Many of these surround Jacob Meily Park on the East side of town. Others connect dead-end streets to through-ways, providing simple connectivity and access. Finally, others are historic through-ways that may have fallen into disrepair. Each of these provide special walking connections within our town, and those that have lain fallow can be restored to their intended use, at least in terms of

walking access. The St. Helena Police Department and Department of Public Works will be consulted before any path and trail openings.

In addition, the city has several spectacular properties that lend themselves to walking paths on existing dual track roads amidst open space, in our natural environment, and next to adjacent vineyards. Several of these paths are shown on the General and Pedestrian Plans. The city also owns several easements that can be converted into walking opportunities. The subcommittee believes these several locations can help St. Helena become a truly exceptional rural walking town.

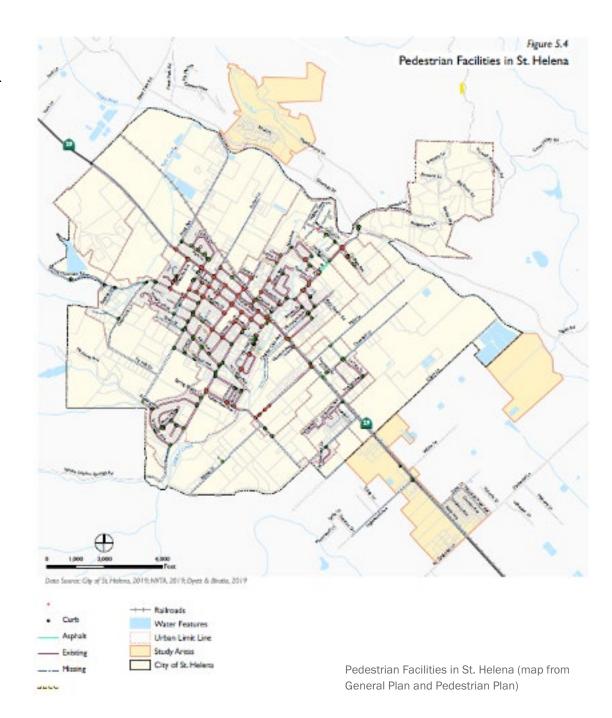
To summarize, existing opportunities for walking paths and trails include:

- Already-identified and existing pedestrian paths in the General and Pedestrian Plans
- City-owned walking opportunity properties
- City-owned easements that could be converted to walking opportunities

1. Current General Plan and Pedestrian Plan existing pedestrian paths

Both the General Plan (at Figure 5.4) and the Pedestrian Plan include a map showing abundant existing crosswalks, curb cuts, and existing and potential pathways. This report highlights the most important ones already identified by these city guidance documents to ensure they have the proper attention and focus—they are a significant

amenity that already exists within St. Helena. This report also includes suggestions to improve the map in the next General Plan amendment update. These are included as Appendix A.



A. NAPA RIVER WALK LOOP

Note: The loop aspect of this trail is a study opportunity and needs further analysis with the city before proceeding.

This remarkable trail, also discussed in Section 1, is utilized 365 days a year by walkers, cyclists, runners, and dog walkers. It provides welcome nearby open-space access to denizens of the eastside of town and for all residents and allows visitors to take in views of our majestic hills and vineyards alike.

However, the path lacks signage and it dribbles out at the end where there is an ad hoc, heavily eroded path which tumbles down into the Napa River channel. The trail itself could easily be extended south along the high bank to the west of the Napa River, following the route proposed in the General Plan. This route marks the high boundary between the river channel and the flood control project's overflow restoration basin.

The basin itself will be excluded from any trail as it will be covered in the soon-to-be-finalized conservation easement agreement between the city and the state. The city also needs to confirm that a trail along the banks above the Napa River in this area, as contemplated by St. Helena General Plans going back almost 30 years, does not interfere with the conservation easement.

The proposed looped route will be along the top of the river bank, above the high-water mark, and to the east of the basin—it is many feet wide and currently contains a narrow single-track trail. Unfortunately, this existing walking trail is punctuated by broken plastic irrigation infrastructure that was originally built in conjunction with new plantings and restoration activity in the overflow basin. The basin is filled with more broken plastic piping and is strewn with metal fencing initially placed to protect the young plants approximately a decade ago.

To cross the overflow basin's opening to the Napa River, the current trail dips steeply down and then back up to reach the flood project's constructed levy, upon which a walker could return back towards the beginning of the trail. However, the down-and-up is too steep and narrow for a public trail. We recommend a series of natural stone steps and signage to the effect that the trail could be under water occasionally and therefore closed. Longer-term, we suggest a pedestrian (and possible bike) bridge, to provide a necessary link for a Napa River Trail along the entire north-south length of St. Helena as envisioned in the General Plan, as the clear solution.

Because of the narrowness of the route on the top of the river bank and because of the stone steps, it is anticipated that this section of the loop will be signed only for pedestrian use until a bridge across the opening is created and a potential wider multimodal trail along the Napa River is created.

Total length:

Loop including levee return: 2 miles, expanded





Napa River Trail

from out-and-back only of 1.8 miles, so .2 miles additional.

Time to complete:

Loop including levee return: 1 hour to 1 hour 15 minutes total

- Create signage at the end of Adams St. and at key points along the trail so visitors know where to walk
- At the end of the initial outbound straight trail,
 place benches or a picnic table above the Napa
 River, create an overlook by clearing brush, and
 then block the eroded bank down to the river
 itself, which is a hazard, by either building a
 short wood fence or planting low bushes and
 marking off the area
- Confirmation by the city regarding the boundaries of the expected easement
- Where the loop turns south along the high bank between the river itself and the catchment basin, clear up the broken irrigation and metal fencing haphazardly littered there (and also the broken irrigation detritus within the restoration basin as shown in Appendix B)—it's dangerous, a blight and an eyesore, particularly given its purpose as a conservation area
- Build a series of engineered stone steps to go down and across the restoration basin's access to the Napa River—and create signage to indicate the trail is closed when water blocks the route.
- In the long-term, build a bridge to cross the opening between the basin and the levy to connect to walking points south along the Napa River



Napa River Trail (with levee return)

B. ADAMS - PINE PATH

This city-owned path between Adams and Pine, parallel to and situated between Kearney and Stockton, rests atop the city's underground water infrastructure. It is one of several 'secret paths' around town which provide delight for children and adults alike and is included (though erroneously placed) in the General Plan and Pedestrian Plan. Directly across from Carpy Field, it gives access from the elementary school onto a quiet residential street.

This is the only public path blocked by a fence gate. The gate was installed by Public Works in 2000 to eliminate a nuisance caused by neighborhood children. While these children are now all grown and gone, neighbors have expressed some concern. Both neighbors and the police department would be closely consulted prior to any reopening.

Recommendations:

- Once priority items within the plan have been executed, consult with neighbors and police department to consider removal of the gate currently blocking public access
- If the paths is re-opened, engage in a one-time clean-up so no debris blocks the path

Please see Appendix A for further thoughts on these and other neighborhood connected pathways.



Adams - Pine Pathway



2. City-owned walking opportunities

Our rural town has several significant opportunities



A. LOWER RESERVOIR TRAIL

This reservoir, within city limits and just off Spring Mountain Road, is not used for potable water but instead feeds both Spring Mountain Vineyard and an accessible irrigation valve on Elmhurst Avenue on the grounds of RLS Middle School (the valve is currently closed due to the water emergency). The location is in a mixed forest typical of the northern inland reaches of the Bay Area, some of it untouched during the recent fires, is adjacent to neighboring vineyards, and has valley views to the south. The site already contains an existing flat dual track surface which is in very good shape and is perfect for a short, easy stroll.

The pathway goes about ¾ around the reservoir. The reservoir is protected from the path by a chain-linked fence with a barbed-wire top, which unfortunately is in degraded condition and has fallen down in certain sections. This fence will need to be repaired before the path is opened to the public or removed entirely and replaced with a smaller fence for safety to protect only specific dam mechanical assets. The area also has an improved parking area that can accommodate 4 or 5 vehicles, which was built to handle work trucks for the removal of the York Creek Dam as well as a pull-off area across the street on Spring Mountain Road.

The walk is about ½ mile each direction and will take about 30 minutes to walk.

- Replace the fence around the reservoir (currently a capital expense item in the water system budget) or simply put the fence around key dam assets
- Engage in a one-time cleanup so no debris blocks the dual track path
- Add signage on the trail and parking lot
- Add a picnic table at the path turn-around and benches along the trail
- Add a gate between the parking area and the dual track road with an opening for pedestrian access

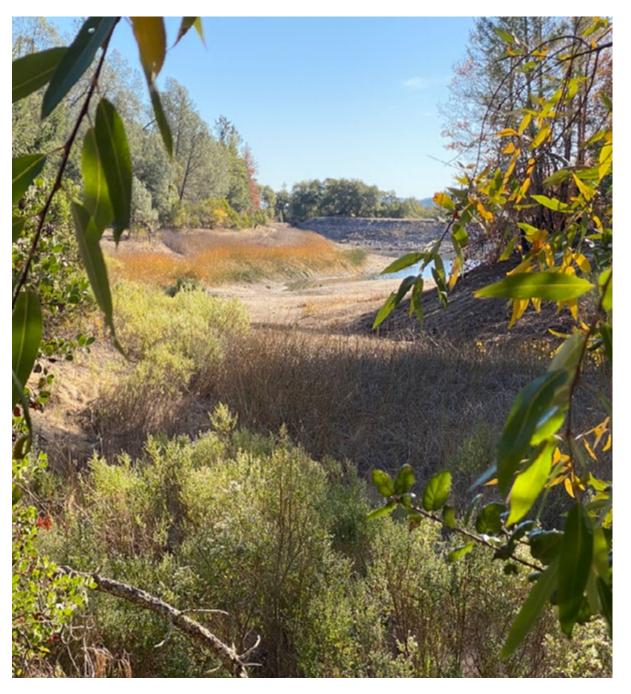








Lower Reservoir Trail









B. WAPPO LOOP

This pleasant 3/4 mile stroll follows existing trails and sidewalks. It starts and finishes in the Napa Valley College parking lot, providing an easy walk along the Napa River and through the College Avenue neighborhood.

Beginning in Wappo Park, the trail runs through the park above the Napa River. It curves behind the Dog Park, follows a double track through the city's Stonebridge Wells property, and ends up following a gravel road up a city-granted easement which extends to College Avenue between the Montessori school and Stonebridge Apartments. The path will then return on College back to Pope Street before turning down to the beginning of the trail. A spur could also lead to the Pope Street Bridge overlook as described in Item C below.

- Add signage on the trail and parking lot
- Engage in a one-time clean-up so no debris blocks the dual track path around the Stonebridge Wells site
- Add a bench or two at the edge of the Stonebridge Wells site







Wappo Loop

C. POPE STREET BRIDGE VIEW SPUR

This pocket park, owned by the city, is unimproved except for a well-maintained fence keeping the meadow separate from the Napa River banks. However, it has spectacular views of the century-old Pope Street bridge—with some judicious trimming of the undergrowth, it clearly could become a defining view in St. Helena. In addition, this will be an add-on or spur to the Wappo Loop adding an extra ¼ mile walk but only .05 of trail creation.

- Build a small, hundred-foot trail from the end of the existing sidewalk to the fence
- Add signage along the trail
- Cut back brush to open up the view corridor
- Install a bench to allow people to rest as they watch the view







Pope St Bridge Spur

D. YORK CREEK TRAIL

This captivating location, formerly the site of a dam serving St. Helena's water needs, has recently been remediated at great expense to the city. There is a short 0.05 mile access road down to the river which could be used by walkers, and a further .05 mile trail along the river banks on city-owned property will be feasible. There is paved parking for 3 or possibly 4 cars parallel to Spring Mountain Road.

- Open the access road formally to walkers
- Add signage
- Build a short trail along York Creek to the northern and southern edge of the city's York Creek property
- Install a bench at each end point and at the end of the access road









York Creek Trail

E. VALLEY FLOOR WALK

Taking inspiration from the routing of the bike path in Calistoga alongside its sewage treatment plant, our former spray fields, currently designated as part of the Napa River flood plain, offer tremendous views from the valley floor of our remarkable setting and all are adjacent to the Napa River, helping to further the fulfillment of our General Plan and Pedestrian Plan's intention to allow access to our creek and river corridors.

Located between Chaix Lane and Zinfandel Lanes, there are already dualtrack roads through and around the entire property. These paths also touch on the city's new redwood forest at the south end of the city's property. (In fact, the St. Helena Redwood Grove project approved by council also anticipates walking paths eventually to be connected into the citywide system of trails as intended by the General Plan and Pedestrian Plan.) A circular route through and around the entire property will be 2 miles in length and take between 40 minutes to an hour to walk.

The new wastewater treatment plant has significantly reduced the reliance on the spray fields themselves, eliminating the hours they were used.

Access will need to be determined although there are several possibilities, whether from the south or the north.

- · Open the dualtrack roads formally to walkers
- Create signage
- Designate and develop a parking area by the redwood forest up from Zinfandel Lane
- Install benches at the redwood forest and throughout the walking trails







F. BELL CANYON UPPER AND LOWER TRAILS

The city owned Bell Canyon Reservoir, which sits within St. Helena city limits, contains wooded watershed lands which allow runoff and groundwater to run down to the reservoir, enabling the reservoir to properly collect water and serve its function for our rural town and surrounding areas. Just like the open space trails at Lake Hennessey have shown, trails within the watershed and separated from the lakeshore can provide beautiful passive recreation opportunities with no danger to the drinking water supply itself.

The site contains both an upper trail and a lower trail, north and west of the reservoir itself. Those trails could be specifically designated as part of St. Helena Trails and Open Space, and opened with little need for improvements. There is already frequent trespassing on both trails, so the town has an opportunity here to create a safer, more accessible site by doing minor repairs and officially opening it to visitors.

After an initial 1/4 mile start, the upper and lower trails branch. The upper trail has beautiful views over Napa Valley to the west and over the Vaca Range and then south all the way to Mt. Diablo in the far distance—a truly stunning vista. It has a sustained rise of approximately 750 feet over its 1 mile length. The lower trail meanders about 1/2 a mile through forested lands with beautiful reservoir vistas and is a fairly flat trail, primarily 20 feet above the reservoir's full-capacity height and at a distance of approximately 50 feet similar to the

lakeside trail at Lake Hennessey.

These trails are also entirely separate from the water facilities on the south side of the reservoir and the gun range the police maintain on the east side with no easy cross access available. Public access itself will be along Crystal Springs Road where there is existing informal parking along the roadway, or further parking could include just inside the gates to the dual track trails.

In addition, a 1 mile trail could be built in the future, joining the two trails at their endpoints to create a 2.5 mile loop or in the future an additional loop around the entire reservoir.

- Open these two dual track trails formally to walkers
- Designate a parking area just inside the gate which accesses these trails or direct people to informal existing parking along Crystal Springs Road
- Add signage along the trails and for parking, just as Lake Hennessey does
- Install benches at intermediate points along both trails
- Eventually, build a Loop Connection joining the two trails at their endpoints



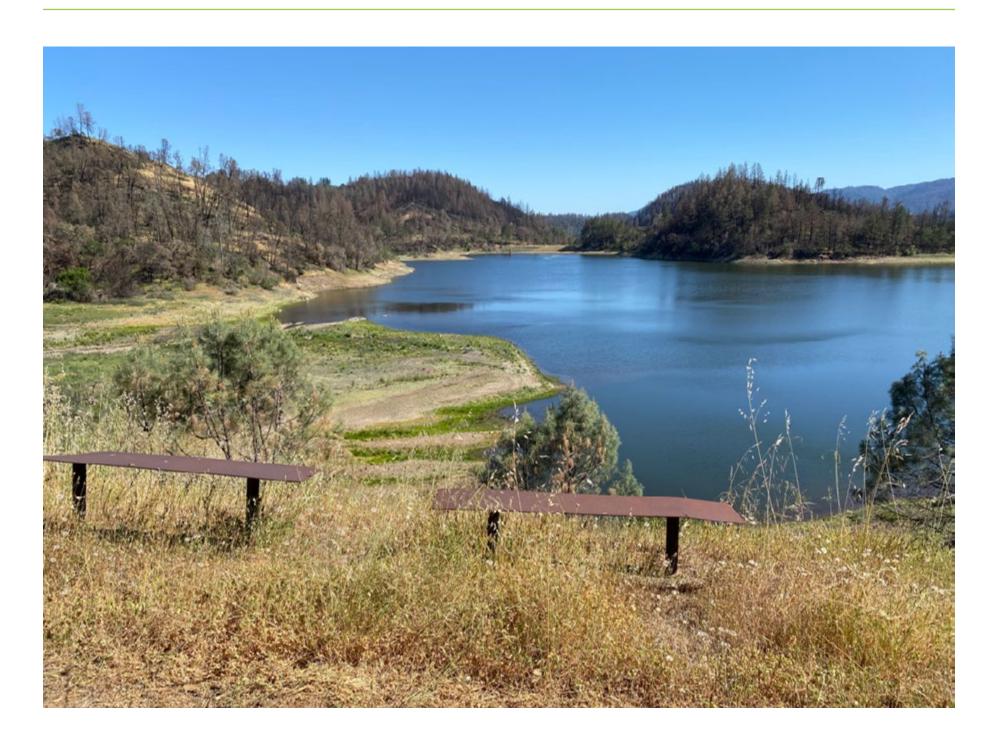


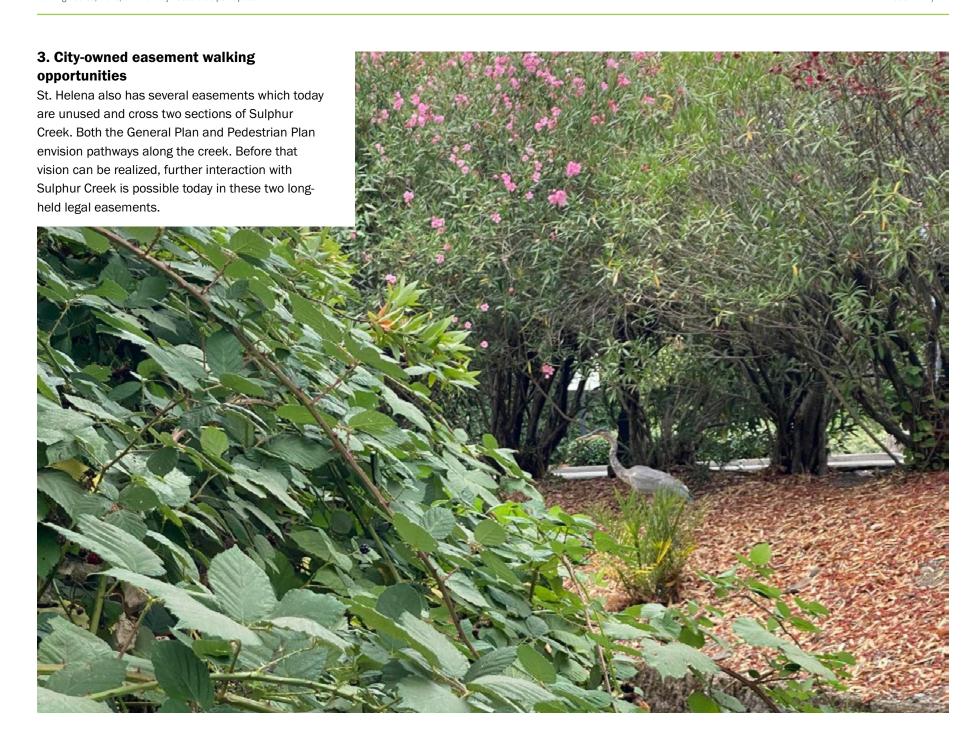


Bell Canyon Reservoir Crystal Springs Rd © Google 8/26/2023

Bell Canyon existing dual track trails

Bell Canyon with loop connection option





A. SULPHUR CREEK DRY CROSSING

This route goes between the Sulphur Springs
Avenue dead end by the White Barn and Spring
Street at the mouth of the White Sulphur Springs
canyon. It was open for decades as a dry creek
crossing during the summer and fall months for all
vehicles. Today there are still remnants of asphalt
and other paving materials down to the edge of the
high-water creek height.

Unlike the other trails listed, this trail will require some work to bring it up to minimum standards before it could be opened to general pedestrian use—the asphalt is broken-up and the trail that exists today is overgrown and winds up and down along the embankment.

The trail will be about $\frac{1}{4}$ of a mile long and will take about 5 to 10 minutes to cross.

- Re-establish the dry creek trail across Sulphur Creek
- Designate a parking area that already exists along Spring Street and at the end of Sulphur Springs Avenue
- · Add signage along the trails and for parking
- · Install benches at the start and finish of the trail







Sulphur Creek Dry Crossing

B. NORTH CRANE SULPHUR CREEK PATH

Note: This walk opportunity is a study opportunity and needs further analysis with the city before proceeding.

An existing easement appears to connect North Crane Avenue to South Crane Avenue through the Harold Smith property and was originally planned to be the Sulphur Creek north-south crossing west of Main Street. However, with the creation of the Valley View subdivision in the 1960s, Valley View was instead chosen as the location for the bridge crossing of the creek connecting to South Crane.

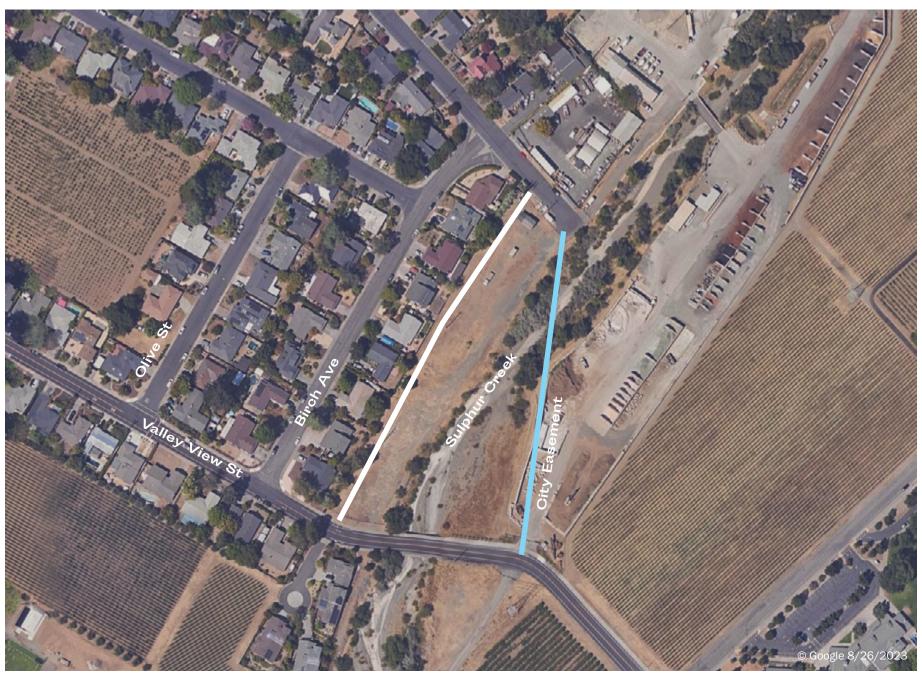
There is some lack of clarity around the easement itself, although it is on city property maps, and does provide a potential opportunity finally to start the work on the Sulphur Creek trail corridor as envisioned by earlier General Plans and both the current General Plan and Pedestrian Plan even though the segment is not long. The city should work with the property owners to modify the location of the easement, relocating it to allow for public access along the banks on the north side of Sulphur Creek only. This will allow a creek-side walking path, the first on the westside of town as compared to the ample walking paths along Sulphur Creek around Jacob Meily Park and beyond within subdivisions on the eastside. The path also will provide a safe cutoff for primary and high school students walking to and from school.

Currently the space is empty, but a specific trail should be developed and remediation work

conducted to bring plantings appropriate to the land within the extended creek zone back to life. The trail itself will be approximately a tenth of a mile and takes less than 5 minutes to walk.

- Initiate, finally, the first trail along Sulphur Creek on the westside of town
- Direct parking to occur at Crane Park for walkers of the trail, a short walk away
- · Add signage along the trail
- Install benches at the start and finish of the trail





North Crane Sulphur Creek Path

Activities

The activities needed to open or expand these walking paths:

Planning

- Approval of overall timeline and trail priorities including low hanging fruit
- Study and analyze requirements for trails as a whole and each individual trail including the two walks that require further studying by the city
- Develop rules and regulations for the routes as a whole, just as the city has for its parks (e.g. sunrise to sunset, dogs on leash and waste pick-up, and respect for private property)—and should be the same as the routes in Section 1.
- · For individual routes
 - Sign messaging, design and determination of number of signs and locations
 - Determination of any other physical improvements required to make the routes safe and easy to use, such as walkway repairs, bench installations, trash bins, dogwaste stations, or potentially motion detector web-cams in remote locations, monitored by public safety
- Sign building and placement
- Other physical improvements

Open

- 'Opening day' activities, including celebratory events and press
- Propose Earth Day, April 22nd, 2023 for first and then each subsequent opening over the next 3 years with a final celebration on April 22nd, 2026.

On-going

- Assessment and maintenance of walkways and physical infrastructure including engagement of volunteers to assist through the subcommittee or other groups of residents
- Pickup of trash bins and dog-waste stations, if included

Proposed sponsors (those who will help coordinate and drive the activities)

- Internal: Mark Rincón-Ibarra, former Public Works Director and Maya DeRosa, Community Development Director
- External: 2 subcommittee members or other residents, rotating

It is expected that all of the activities to create these open space trails will be completed within 4 years, with some completed within year 1, and sequenced through the remaining time, and with opening of the next walks done each year

The overall timeline and budget are included in Section 6 and the specific activities timeline is included here:

	FY 20	25-	26	FY 2026-27		FY 20	FY 2027-28		FY 2028-29		\neg			
Planning														
Development														
Open/Launch														
Overall														
Organization	Q1 Q2	Q3												
Rules and regs	Q1 Q2	Q3												
Safety/maintenance	Q1 Q2	Q3												\Box
Napa River Loop														\dashv
Study	Q1	-Q4												٦
Extension				Q1	Q2	Q3	Q4							
Trail cleanup				Q1	Q2	Q3	Q4							
Stone Steps				Q1	Q2	Q3	Q4							
Signage				Q1	Q2	Q3	Q4							
Benches/picnic table				Q1	Q2	Q3	Q4							_
Adams-Pine Pathway														\dashv
Improvements	Q1	-Q4												
Lower Reservior Trail														\dashv
Parking		Q3	Q4	Q1			Q4							٦
Fencing and gates		Q3	Q4	Q1	Q2		Q4							
signage		Q3		Q1	Q2		Q4							
Benches/picnic table		Q3			Q2	Q3	Q4							\Box
Wappo Loop														\dashv
Signage	Q2	Q3	Q4											٦
Benches	Q2	Q3	Q4											\exists
Bridge View Spur														
Trail Development									Q3	Q4	Q1		Q	4
Signage									Q3	Q4	-	Q2	Q	4

	FY 2025-26		FY 2026-	27	F	FY 2027-28			FY 2028-29					
Benches									Q3		Q1	Q2		Q4
York Creek Trail														
Trail development									Q3	Q4	Q1			Q4
Signage									Q3	Q4	Q1	Q2		Q4
Benches/picnic table										Q3	Q1	Q2		Q4
Valley Floor Walk														
Parking					Q3	Q4	01	Q2	03	Q4				
Fencing and gates					Q3			Q2		Q4				
Signage					Q3		Q1			Q4				
Benches/picnic table					Q3			Q2	Q3	Q4				
Bell Canyon Trails														
Parking	Q1	Q2	Q3	Q4										
Fencing and gates	Q1	Q2	Q3	Q4										
Signage	Q1	Q2	Q3	Q4										
Benches/picnic table	Q1	Q2	Q3	Q4										
Build loop connector							Q1	Q2	Q3	Q4				
Sulphur Creek Crossing														
Trail development									Q3	04	Q1			Q4
Signage									Q3		Q1	Q2		Q4
Benches/picnic table									Q3		Q1	Q2		Q4
North Crane Path														
Study							\vdash	01	-Q4		\vdash			
Owner engagement									Q3	Q4	Q1			Q4
Legal							\vdash			Q4	Q1	Q2		Q4
Trail development										Q3	Q1	Q2	Q3	Q4
Vegetation										Q3	Q1	Q2	Q3	Q4
Benches											Q1	Q2		Q4

SECTION 3 VOLUNTARY OPEN SPACE EASEMENTS OR ACCESS





SECTION 3: VOLUNTARY OPEN SPACE EASEMENTS OR ACCESS

Our lovely rural town is surrounded by agricultural and open space lands, many crisscrossed with existing dual track paths intended for vehicular access and set amidst vineyards and along the Napa River and the embankments of the creeks that feed it. In the past, many vineyards and owners of unimproved lands have allowed walkers to traverse their properties unimpeded and some still do. However, owners have become increasingly concerned with liability issues associated with this practice (for example if a walker were to fall and injure themselves) and sometimes new ownership may not be as amenable to this tradition as the original owners were. What does this mean? Many areas that were available to walking for our residents are now off-limits and more will likely be off-limits in the future.

The City of St. Helena, through its St. Helena
Trails and Open Space initiative, can help allow
these lands to remain open for those property
owners who volunteer to allow access—creating
a win-win for property owners and walkers as
well. How? By extending the city's general liability
policy which covers our parks, streets, and public
spaces also to cover walking activities in exchange
for allowing access. The city can remove an
important impediment for those owners who would
like to provide easements or pedestrian access
to walkers.

In fact, the city did a similar easement almost 30 years ago, when it reached agreement with the developers of the office building at 899 Adams Street, allowing a pedestrian and bike access between Hunt Avenue and Adams Street. While not across open lands, it provided a critical piece of access for pedestrians and others and has been extremely well-utilized. The agreement is included in the appendix.

Sub-committee members have reached out to several owners who have appropriate properties and have discussed this exchange of pedestrian access for liability coverage together with certain no-nonsense rules. There has been a positive response and interest from at least one major landholder. This landholder understood the example of the Napa Valley Vine Trail which has undertaken similar agreements in certain locations along their multimodal trail and the public benefits that will accrue with minimal inconvenience and disruption to other uses on the property.

Some of the suggested rules include:

- sunrise-to-sunset access only
- any dogs are required to be on leash and waste picked up
- temporary closures during harvest or other key events
- walking-only, which has reduced impacts compared to bicycles as well as presumably limiting any liability insurance costs to the city

- access strictly limited to specific dual track trails
- no smoking
- emergency service provided by the city, if issues arise

The city also has examples of easement and access agreements from other towns that have embraced walking trails both as an economic development strategy and to allow residents and visitors a chance to enjoy lands that otherwise will remain closed to them. Easements are specific legal agreements which give rights to cross or use someone's land for a specified purpose, for example to use a particular trail. A license for access is a less restrictive agreement which simply allows certain usage over the life of the agreement, which could be extended.

These agreements may help the city implement the vision contained with the General Plan and Pedestrian Plan, creating open space and walking paths along the Napa River and Sulphur Creek as well as allowing passive recreation beyond the use of our existing park and city facilities.

Our city attorney has provided a sample easement in Appendix C. In addition, the nearly 30 year old easement agreement between 899 Adams Street and the city is included in Appendix D. Easement and access agreements from other municipalities and local governments are included in Appendix E, which also shows maps, signs, and guides in planning, developing, managing, and overseeing open space and walking opportunities. The subcommittee proposes a demonstration program, to show the city can work well with a first property owner over a first year, and then extend that to

5- or 10-year time frames. In fact, that could be a model for the entire program—provide access agreements over a 1-year trial period which could then be extended over 5- or 10-year time frames with renewal features or in perpetuity.

To summarize key points:

The model

- Voluntary program
- Pedestrian access on paths located on private lands in exchange for liability assumption by the city

Type and locations could include

- · Agriculture and woodlands
- · River and creek corridors
- · Quasi-public spaces such as schools

Program

- Start with a demonstration property
- Extend and expand to new properties as other volunteers come forward

Activities

The activities needed to bring voluntary pedestrian access or easements include

Planning

- Finalize access or easement agreement
- Determine rules and regulations
 - Sunrise to sunset access
 - Dogs on leash
 - Temporary closures (e.g. harvest)
- Work with property owner regarding any physical improvements required to make the route safe and easy to use
- Public safety and rules enforcement

Walking Routes, Trails, and Publicly Accesible Open Space Section 3 / 65

- Maintenance assistance
- Determine signage and signs to make sure walkers stay on the pat

Development

- · Physical improvements
- · Sign building and placement

Open

- 'Opening day' activities, including celebratory events and press
- Again, propose Earth Day, April 22nd, for opening

On-going

- Assessment and maintenance of walkways and physical infrastructure including engagement of volunteers to assist through the subcommittee or other groups of residents
- Pickup of trash bins and dog-waste stations, if included

Proposed sponsors (those who will help coordinate and drive the activities)

- Internal: Ethan Walsh, City Attorney and Maya DeRosa, Community Development Director
- External: subcommittee members or other residents

It is expected that all of these activities could be done within year 1, July 2025 – June 2026 with opening of the demonstration property route in time for spring 2026.

The overall timeline and budget are included in Section 6 and the specific activities timeline for the demonstration property is included here. Other potential properties later will follow a similar pattern.

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Planning				
Agreement in principle	Q1			
Legal	Q1			
Improvements	Q1			
Rules and regs	Q1			
Development				
Improvements	Q2 Q3			
Signage	Q2 Q3			
Open				
Opening day	Q4			



SECTION 4: DEVELOPMENT AGREEMENTS

One of the goals of development agreements is to have applicants for new projects contribute to enriching St. Helena's community assets. A network of walking trails provides high value to the quality of life for residents and as development agreements are negotiated the City can advocate to have the network of pedestrian amenities expanded and constructed by developers. These agreements between the city and developer can prioritize and mandate walking access for pedestrians through dedicated pedestrian easements in conjunction with housing, commercial or industrial uses. It is expected that most times these will follow existing walking routes that have been used by residents for years when the land either lay fallow or was used for agricultural uses.

One of the benefits of development agreements is that there is not a requirement that the City demonstrate a specific "nexus" between the proposed development and the impact that development has on public services and amenities. That allows the City the flexibility to require developers to contribute to amenities like the trails network at a scale that goes beyond the impacts of their specific development, in exchange for greater certainty through "vested rights" to develop their project. The city should negotiate with developers for walking access and trail establishment across or through projects. A development agreement would allow the city some flexibility in this process.

While it is easier to ask for pathways from a larger project and more challenging for a smaller infill project, there are still options for a smaller project. It could either provide a shorter trail segment, or it could instead allocate funds towards path creation or connectivity adjacent to or nearby the project, whether for sidewalks, a planned path, or improving existing trails.

These agreements to include walking trails have a long history in this town and should be codified as part of the city's toolkit in working with potential developers. For example, the subdivisions created on the east side of town, around Jacob Meily Park and Sulphur Creek between Hunt and Pope Streets include creek access and connect deadend cul de sacs, allowing families the opportunity to enjoy their natural environment close to their homes even while they more efficiently travel throughout town.

Rather than flag any specific properties or existing informal walking routes throughout town, the subcommittee instead believes that the city should work with developers to ensure that pedestrian easements are included in all projects that have potential connectivity. In some instances this could be done through dedications to ensure consistency with the General Plan (based on the City's pedestrian networks), and in others the City could negotiate for easements as part of a development agreement. Many of the connectivity sections are

included in the General and Pedestrian Plans, including access along the Napa River, Sulphur Creek, York Creek, and other seasonal waterways.

The pathways are often along the edge of a particular property, so providing for them need not create a burden to the developer. Other times a development will need to upgrade water, wastewater, purple pipe, or storm drain access across the site. When this is done, those too could be natural public walkways on top of the city's infrastructure (with confirmation by the Director of Public Works). These can provide a legacy to the town and the future residents of our rural town. It is also consistent with the General Plan which already supports quality-of-life initiatives within the development process, just as it prioritizes pedestrian activities.

The city should ask for trail building segments (or support of those segments) even if the entire trail is not yet built (the Napa Valley Vine Trail is a good example of this). This prevents a "putting off until later" mentality; and also, completion of small segments helps the community envision a completed pedestrian trail network.

The city should further develop a trails and pathways master plan that would provide additional detail to and expand upon the General Plan and Pedestrian Plan already in existence. A master plan that has a more detailed map with current and proposed trails needs in addition to the existing Pedestrian Plan, and also adopted as part of a General Plan update, will be a useful reference for the zoning code, and will show the community and prospective development applicants where trails or

proposed trails are located.

To review, there are several types of pathway contributions from new development that the city could formalize this requirement, including:

- Public path easements or dedication within new developments as part of any development agreement. Public path opportunities on top of water, wastewater, stormwater, or purple pipe that may travel across private property
- Walkways deeded to the city from or through residential developments, such as those around Jacob Meily Park
- Additional walkway opportunities funded by park impact mitigation fees on smaller or infill projects with no appropriate on-property pathway opportunities

Activities

The activities needed to bring this development agreement to fruition are:

- Include public walkway availability and connectivity in the city's development review of discretionary applications and other city planning processes
- Add these steps into the development check-list and the permitting process
- Ensure the city follows the General Plan prioritizing completion of the circulation and pedestrian networks as part of the Capital Improvement Plan

- Reference the Quimby Act as it relates to residential subdivisions specifically
- Future goal: complete a trails master plan

Proposed sponsors (those who will help coordinate and drive the activities)

- Internal: Maya DeRosa, Community
 Development Director and Ethan Walsh, City

 Attorney
- External: 2 members of subcommittee or other residents

The overall timeline and budget are included in Section 6 and the specific activities timeline is included here:

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Planning				
Zoning code update		Q4		
Development process		Q4		
Trails master plan				Q1



SECTION 5: IMPLEMENTATION FRAMEWORK

Implementation of the elements of this report will occur over 4 years, creating new walking opportunities, ensuring that walking access is assured in new developments, and providing an opportunity for private landowners who may wish to allow walking on their property to enter into agreements with the city to provide that access in exchange for liability protection. This initiative can provide benefits for residents and visitors alike and help make our lovely rural town into a center for walking and passive recreation in the upper Napa Valley.

Of necessity, several elements are open-ended-for example, beyond the one demonstration access walk, there could be other private landowners who will participate.

It is expected that most of the capital costs associated with the walks could be donated to the city. Just like the ReLeaf Napa Fund, a 501(c) (3) which supports the Napa County Regional Park and Open Space District at Lake Hennessey and across the district, Walk St. Helena, a 501(c) (3) was formed to support Open Space and Walking Trails within the City of St. Helena. It will fundraise for grants, foundation support, and with individuals, and also will organize volunteer activities to support the activities of this report into the future. These non-profit resources potentially could be combined with contributions from Park Impact Fees.

In addition, new benches or signs could be dedicated in memoriam or businesses or individuals could sponsor particular items. Part of the planning process for St. Helena Trails and Open Space will include those elements.

Most importantly from a cost-efficiency perspective, most of the physical trails identified in Section 2 already exist as dual track pathways. Aside from some initial clean-up or maintenance, most are ready to be used as is. This is one of the key benefits of this plan-compared to many communities, St. Helena can create an open space and walking initiative at a relatively modest expense.

Finally, there are many community members, starting with the sub-committee members themselves, who would like to join in to help staff in planning and overseeing the process, in maintenance of the trails with clean-up or pick-up days, or in building or widening trails as contemplated in the report.

Results and costs by year

The following are ballpark estimated costs by type of activity and a summation of the elements of this report. These costs are based on proposed capital improvements and other expense elements included below, updated for price increases since 2022. Primary costs for published walks are design and marketing activities. Most trail improvements

themselves are benches and signs. A few walks could require fencing and trail-building, necessarily more expensive items. Walk St. Helena fundraising including commercial, individual, or other public or private sponsorship would be sought, along with volunteer assistance, during the planning of these activities, to reduce these costs and generate a broader base of support.

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Published walks	5			
Total length	10.4 miles			
Marketing budget	\$20,000			
Capital budget	\$20,000			
Pathways opened	2	1	2	2
Total length	2.5 miles	.5 miles	3 miles	.4 miles
Capital budget	\$43,250	\$33,250	\$120,750	\$43,750
Study paths opened		1	1	
Total length		.2 miles	.1 miles	
Capital budget		\$32,400	\$9,950	
Access walk	1			
Total length	.5 miles			
Capital budget	\$600			
Development work				
Trails master plan				Not estimated

Elements of capital improvements and expenses

The cost elements are made of the following capital and other outside expense activity and ties into the activity information included at the end of each section.

Section 1: Published walking loops and trails

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Waypoints and signs	15 signs			
Other Improvements	6 benches			
Maps	Paper maps			
Web	Electronic maps			

Proposed sponsors (those who will help coordinate and drive the activities)

- Internal: Current head, Parks and Rec Department
- External: Amy Carabba-Salazar, Chamber of Commerce

Section 2: Existing opportunities for walking paths and trails

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Adams-Pine Pathway	No investment			
Lower Reservoir Trail				
Fencing and gates		New gate		
Signage		3 signs		
Benches/picnic table		1 bench & table		
Wappo Loop				
Signage	5 signs			
Benches	2 benches			
Bridge View Spur				
Trail development				.05 miles
Signage				1 sign
Benches				2 benches

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
York Creek Trail				
Trail development				.1 mile
Signage				3 signs
Benches				1 bench & table
Valley Floor Walk				
Parking			2,500 sq. ft.	
Fencing and gates			New gate	
Signage			5 signs	
Benches/picnic table			5 benches	
Bell Canyon Trails				
Parking	No investment			
Fencing and gates	New gate			
Signage	5 signs			
Benches/picnic table	5 benches			
Build loop connector			1 mile trail	
Sulphur Creek Crossing				
Trail refurbishment				.25 mile trail
Signage				4 signs
Benches/picnic table				2 benches

Paths where additional study by the city is required

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
North Crane Path			.1 miles	
Trail development			Plant	
Vegetation			2 signs	
Signage			1 bench	

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Napa River Loop				
Trail widening		.2 miles		
Stone steps		1 up and down		
Signage		3 signs		
Benches/picnic table		2 benches		

Proposed sponsors (those who will help coordinate and drive the activities)

- Internal: Mark Rincón-Ibarra, Public Works Director and Maya DeRosa, Community Development Director
- External: 2 subcommittee members or other residents, rotating

Section 3: Voluntary open space easements or access

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Access demo walk				
Signage	2 signs			

Proposed sponsors (those who will help coordinate and drive the activities)

- Internal: Ethan Walsh, City Attorney and Maya DeRosa, Community Development Director
- External: 2 subcommittee members or other residents, rotating

Section 4: Development agreements

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Zoning code updates				
Development process				
Trails master plan				Possible

Proposed sponsors (those who will help coordinate and drive the activities)

- Internal: Maya DeRosa, Community Development Director
- External: 2 members of subcommittee or other residents, rotating

Budget assumptions

The following are rough assumptions regarding the costs of each capital improvement and other expense item on the above activity lists.

Marketing

Web-site and map design: \$12,000

Initial print maps: \$8,000

Capital costs:

Benches: \$1,750 per bench including installation

Picnic tables: \$2,600 per table including

installation

Sign design (one-time): \$5,000

Signs: \$300 per sign

Fencing and new gates: \$28,000 Stone steps design/build: \$28,000

New walking trail building: \$75,000 per mile

Vegetation: \$1,000 per mile

Gravel parking: \$3 per square foot

Maintenance costs:

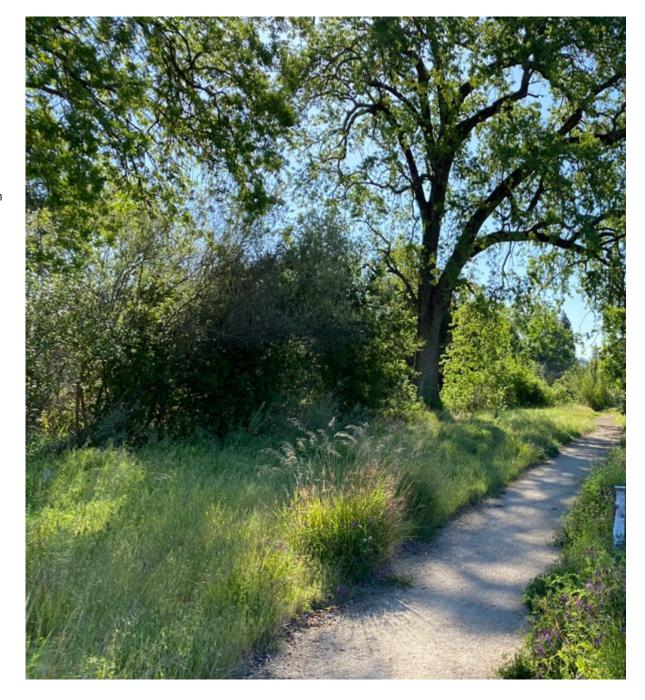
Reliance on volunteers and existing public works staff who maintain the city parks and existing walkways

Liability insurance additional cost

De minimis as part of the city's general liability coverage

Public safety costs

Expect 2 extra calls per month with full build-out (no cost estimate created)



APPENDIX A:

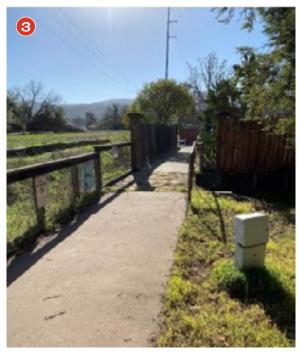
Updates needed to the General Plan's Pedestrian Map

In the course of its work, members of the subcommittee found inconsistencies in the map used in the General Plan and Pedestrian Plan, and has several additional observations and suggestions. The next time the General Plan is amended, the subcommittee suggests that these corrections to the record are made. (The red circular numbers on the map refer to numbers referenced in comments below.)



- The map's Legend is missing descriptions. The subcommittee suggests Public Pathways and Alleys (or Walking Paths & Alleys). In addition, the difference between dashed streets and solid line streets is unexplained—dashed streets lack sidewalks, solid streets have sidewalks. Finally, red dots indicate marked crosswalks.
- 2. The northern path shown from Mitchell to the creek is private property, so should be removed from the map.
- 3. The southern path from Mitchell to the creek exists as shown and runs through Mary Fryer Park. It connects to a wood plank bridge which connects to the Marietta Townhomes Project development on Voorhees Circle. The map should show the path's turn to the right at its end.
- 4. A pathway runs through Starr Baldwin Park connecting Spring St to Voorhees Cir. Although part of a public park, the path should be marked on the map as a pedestrian path for two reasons—it connects two public streets and for consistency as other parks with paths are shown on the Pedestrian Facilities Map.
- 5. There is a pathway between the north end (which is a cul de sac) of Pinot Wy and lower Sylvaner Ave which is missing from the map. There are metal gates at each end that have been closed in the past. They are currently open.









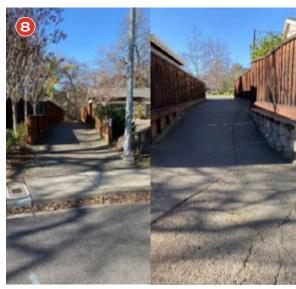
- The map shows a path from the end of Hollis Ln to the open space at Hunt Ave, however there is no trail or path at this location so this path should be eliminated.
- 7. There is a walkable path that runs along the north side of Sulphur Creek behind the houses on Chiles Avenue, running between two bridges that connect to Meily Park. This is public property and the public uses it as a path, so should be on the map—it could be part of an eventual trail along the creek.

Also, this area has an agreed upon 28' setback from the Creek, intended to be a natural area, agreed to by the city and developer. A couple of homeowners are running irrigation lines from their homes to private plantings in this natural setback/path zone—agreed upon setbacks are not being adhered to and/or enforced. This should be reviewed and corrected.

8. There are paved paths that connect both Paulson Ct and Chiles Ave to the backside of Meily Park. (On parcel maps this natural area located between City of Saint Helena land and Woodbridge Apartments is shown as owned by "St Helena Westminster Estates LLC"). These are public pathways and extensions of their respective streets and should be mapped. They also link to other paths.







(First picture is the paved path off Paulson Ct looking from the cul de sac, the second is looking from Chiles Ave, the second is the path off Chiles Ave looking towards the Chiles cul de sac)



(First picture is at the end of Chiles Ave paved path looking towards Woodbridge Apts, the second is looking the other direction towards Meily Park.)

9. The path along Sulphur Creek at Meadowcreek Circle is on public property and is not mapped. There are benches along the path and it is well used. It is one block long and should be on the map. In addition, the public property extends all the way to Hollis Lane—perhaps this path was intended to connect these streets. If possible, it should be extended.

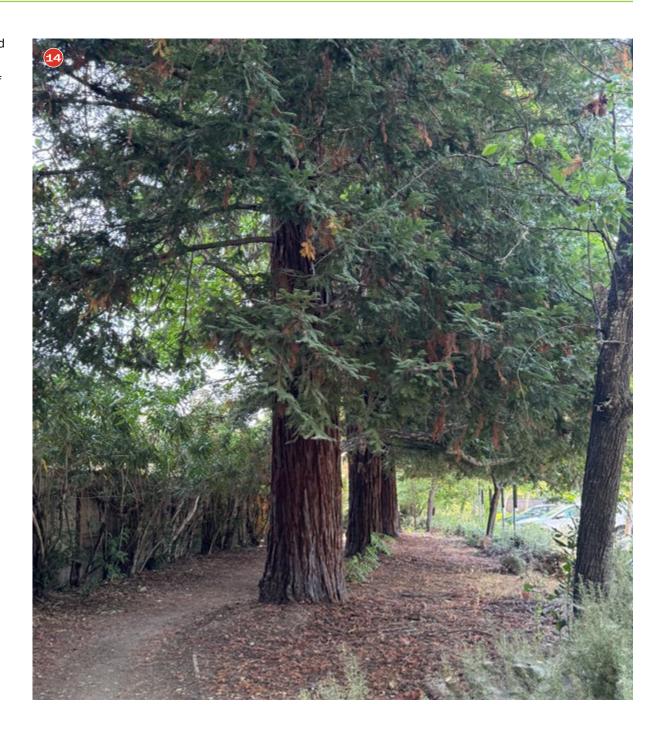
For purposes of numbers 10, 11, and 12. Pine Street has three distinct, separated sections, all labeled Pine Street. From east to west, this report labels them as:

- Pine #1- between Main Street and Kearney
- Pine #2 -starting at Stockton, one block long, it ends at a cul de sac
- Pine #3 -beginning at Hudson, two block longs, it ends at a cul de sac
- 10. The pathway between Adams and the beginning of Pine #3 is shown stopping at Pine. It continues another block (paved as an alley) to Madrona.
- 11. The pathway between Adams and the end of Pine #3 does not exist and therefore should be removed. (It was probably mistakenly put on this section instead of #12, below.)
- 12 & 13. The existing pathway between Adams and Pine #2 is missing from the Map. It is currently gated. As stated in Section 2 above, the subcommittee members believe this pathway should be maintained/cleared and reopened.





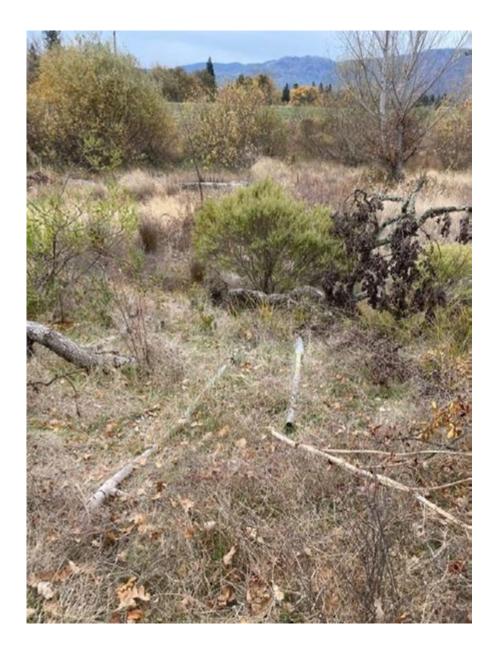
14. The DG pathway shown between Hunt Ave and Adams St does exist and is well used. It will be better shown connecting to the very end of Adams, because it does, but this is minor.



APPENDIX B:

Plastic and metal detritus within the catchment basin

The catchment basin, part of the flood control project by the Napa River, had an irrigation system and metal fencing to allow new plantings to thrive about a decade ago. While the irrigation system did its job and the basin will soon be protected by a conservation easement, the irrigation system and fencing was never cleaned up by the city and it remains an eyesore. This is a representative picture. The subcommittee hopes to see the city partner with volunteer support organized by Walk St. Helena and other local organizations for cleanup efforts.



APPENDIX C:

Sample Trail Easement and Access Legal Agreement

There are numerous sample agreements that could be used by St. Helena to craft an agreement with the landowner. Some of the items to determine include allowed time of access. This sample was prepared by Ethan Walsh, the St. Helena City Attorney.

1. Sample Easement

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of St. Helena Attention: City Clerk

No Recording Fee--Exempt

GRANT OF PUBLIC ACCESS EASEMENT AGREEMENT

THIS GRANT OF	PUBLIC ACCESS EASEMENT AGREE	EMENT ("Easement Agreement") is executed as of this
day of	, 20, by	, a [***[INSERT TYPE
OF ENTITY] (toge	ther with its successors and assign	ns, "Grantor"), and the City of St. Helena, a California
municipal corpor	ation (together with its successors	and assigns, "Grantee") and is made with reference to
the following fac-	ts:	

RECITALS

- A. Grantor is the owner in fee of that certain real property in the City of St. Helena, County of Napa, State of California within Assessor Parcel Numbers ______ as more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property");
- B. The Property is improved with an improved private road that is currently used by Grantor for [describe current use] as more particularly described in Exhibit "B" attached hereto and made a part hereof ("Easement Area"), and [reason, such as to provide for public walking access];
- C. Pursuant to this Easement Agreement, Grantor shall grant to the Grantee a perpetual non-exclusive easement for any member of the public to access, use and have the right of ingress and egress under, over, and across the Easement Area pursuant to the terms and conditions of this Easement Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby creates the Easement Agreement rights described below:

- 1. <u>Effect of Recitals.</u> The Recitals are incorporated and made a part of this Easement Agreement as if fully stated herein.
- 2. <u>Grant of Easement for Public Access</u>. The Grantor further grants and conveys to Grantee a perpetual non-exclusive easement for any member of the public to access, use and have the right of ingress and egress under, over, and across the Easement Area as a right of way for walking, hiking, jogging, bird watching, nature study, and emergency vehicles in the case of emergency within the Easement Area (the "Public Access Easement").
- 3. <u>Grantor Responsible for Maintenance.</u> Grantor shall be solely and exclusively responsible for the maintenance, repair and replacement of the Easement Area and any improvements thereon, as well as all costs and expenses related thereto. Grantor will not impair or interfere with the right of the public to access and use the Easement Area in accordance with this Easement Agreement.
- 4. <u>Prohibited Uses.</u> Any activity on or use of the Trail Easement inconsistent with the purposes of the Trail Easement is prohibited.
- 5. <u>Trail Signage</u>. If Grantor wishes to mark the Property with signs indicating "Private Property", then signs shall also be posted by the City of St. Helena identifying and showing the direction of the Trail. Grantor shall notify the City in writing of its desire to install such signage indicating "Private Property" prior to installing such signage.
- 6. <u>Successors and Assigns.</u> The Public Access Easement granted hereby shall run with the land and all of the rights and obligations of Grantor and Grantee under this Easement Agreement shall inure to the benefit of their respective successors, transferees and assigns.
- 5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement Agreement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves restriction of access to the Easement Area resulting from any use or activity inconsistent with the purpose of this Easement Agreement, to restore the portion of the Easement Area so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of

this Easement Agreement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement Agreement or injury to any protected values, including damages for any loss thereof, and to require the restoration of the Easement Area to the condition that existed prior to any such injury. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement Agreement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement Agreement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- 8. <u>Costs of Enforcement.</u> Any costs incurred by Grantee in enforcing the terms of this Easement Agreement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs or restoration necessitated by Grantor's violation of the terms of this Easement Agreement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement Agreement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.
- 9. <u>Grantee's Discretion.</u> Enforcement of the terms of this Easement Agreement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement Agreement in the event of any breach of any term of this Easement Agreement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement Agreement or of any of Grantee's rights under this Easement Agreement. No delay or omission by Grantee in the exercise of any right or remedy on any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 10. <u>Hold Harmless.</u> The Grantor shall hold harmless, indemnify, and defend the Grantee and its officers, officials, employees, agents, and contractors and the heirs, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with (a) use of the Trail Easement before acceptance by Grantee and/or before use as a public Trail; and (b) any 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 Easement Area caused by the Grantor at any time.

11. Force Majeure Events. Notwithstanding the attached description of the Easement Area, both Grantor and Grantee acknowledge that the Easement Area consists of dirt trails and vegetation that are subject to movement, degradation, erosion and destruction from various influences including, without limitation, earthquakes, floods, wind, rain or other acts of God or events beyond the control of Grantor or Grantee (collectively, and as applicable, "Force Majeure Events"). Accordingly, Grantor and Grantee agree that the Easement Area described herein is subject to movement and relocation as a result of any such Force Majeure Events. Upon the occurrence of any Force Majeure Event that results in the movement of the Easement Area or otherwise results in the total or partial destruction of the Trail Easement granted hereby, Grantor and Grantee agree to reasonably cooperate with each other in good faith in relocating the Easement Area or otherwise establishing a new Easement Area for the Trail Easement. In furtherance of the foregoing, Grantor and Grantee agree to execute and record an amendment to this Easement Agreement identifying and establishing the revised Easement Area.

12. General Provisions.

- A. Controlling Law. The interpretation and performance of this Easement Agreement shall be governed by the laws of the State of California.
- B. Severability. If any provision of this Easement Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- C Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Agreement, all of which are merged herein.

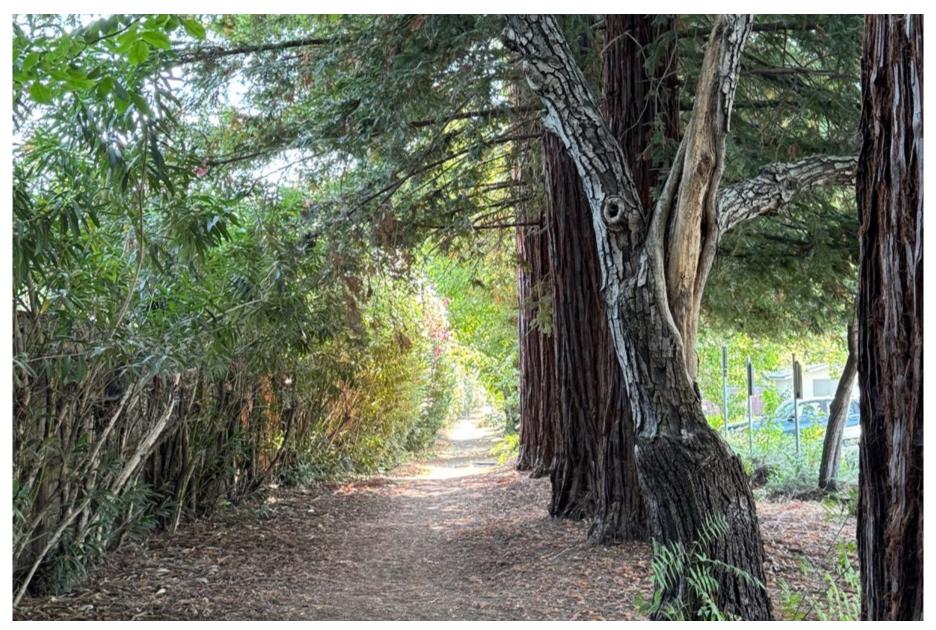
END OF EASEMENT SIGNATURE PROVISIONS FOLLOW

IN WITNESS WHEREOF, Granto	or and Grantee have executed this Trail Easement on	·
"GRANTOR" [Name, Entity]		
Name, Title	Name, Title	

*Signature must be notarized.
"GRANTEE" City of St. Helena, a municipal corporation
Mayor or Vice Mayor
APPROVED AS TO FORM:
City Attorney
ATTACHMENTS:
EXHIBIT "A" – Legal Description of Property TRACT SUBDIVISION MAP
EXHIBIT "B" – Legal Description of Trail Easement TRAIL EASEMENT LEGAL DESCRIPTION
Acknowledgements

APPENDIX D:

Easement agreement between the City of St. Helena and 899 Adams Street



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Clerk City of St. Helena 1480 Main Street St. Helena, CA 94574

1993 030531

OFFICIAL RECORDS OF

AT REQUEST OF CITY OF ST HELENA 09/27/1993 11:11 .00 Pgs: Fee: \$

TT : \$

.00

EXEMPT FROM RECORDING FEES -SECTION 6103 GOVERNMENT CODE

AGREEMENT GRANTING TEMPORARY BICYCLE AND PEDESTRIAN EASEMENT

THIS AGREEMENT is entered into this 29th day of July 1993, by and between ST. HELENA OFFICE PARK PARTNERS, a California General Partnership ("SHOP"), and THE CITY OF ST. HELENA, a municipal corporation operating under the laws of the State of California ("CITY").

RECITALS

- SHOP is the owner of certain real property located on Adams Street, City of St. Helena, described as APN 09-061-038 (the Property).
- B. CITY desires to establish and maintain a temporary bicycle and pedestrian pathway across a portion of the Property which would be used by the general public.
- SHOP hereby grants an easement to CITY to establish, construct, maintain and use a public bicycle and pedestrian pathway across a portion of the Property, pursuant to the terms and conditions provided for in this agreement.

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

- Grant of Easement. SHOP hereby grants to CITY an easement in gross to construct, maintain and make available for public use, a bicycle and pedestrian pathway across a portion of the Property.
- 2. Location. The easement granted herein is located as described in Exhibit "A," attached hereto and incorporated herein by reference (the Easement Property).
- 3. Nonexclusiveness of Easement. The easement granted herein is not exclusive, and SHOP shall retain the right to use the Easement Property in a manner that will not restrict or interfere with the public's use of the Easement Property. CITY may not assign its rights hereunder without the prior written consent of SHOP, which may be withheld in SHOP's sole discretion.
- 4. <u>Construction</u>. CITY may construct, at its sole expense, a bicycle and pedestrian pathway within the Easement Property as indicated on Exhibit "B"; provided, however, that CITY shall cooperate with SHOP in scheduling and conducting such activities and shall use all reasonable efforts to minimize any interference with SHOP's use and enjoyment of its property, including but not limited to, the construction by SHOP of an office building on its property.
- 5. <u>Maintenance</u>. The granting of this easement is made on a condition subsequent that the easement improvements be fully and adequately maintained by the City at no expense or liability to SHOP.

- 6. Indemnity and Hold Harmless. The parties agree that this Agreement imposes no obligation on SHOP to perform any act or perform any duty with respect to the Easement Property. CITY shall indemnify and hold SHOP harmless from all damages or claims of any type arising from the conveyance of this easement, construction of improvements thereon, or the use of those improvements or easement by any persons, except that CITY shall not be obligated to indemnify and hold SHOP harmless from damages or claims to the extent such damages or claims arise from the negligent acts of SHOP. CITY's indemnification obligations as provided under this Section 6 shall survive the termination of this Agreement.
- 7. Term. This easement shall continue in effect until the Easement Property (a) ceases to be used as a bicycle and pedestrian pathway for a period of more than five (5) years as determined by mutual agreement or court judgment or order, or (b) is determined by a court in a judgment or order to be utilized on a continuing basis in a manner which poses the threat of liability to SHOP or poses the risk of damage to person or property, or (c) mutual agreement of the parties, or (d) such date as the Adams Street extension is completed and the "Pedestrian and Bicycle Path Easement," identified on the Parcel Map of the Lands of St. Helena Office Park Partners, recorded the 19th day of March, 1993, in Book 19, pages 79 and 80 of Parcel Maps in the Records of the County Recorder of Napa County,

joins with Adams Street as extended. Upon the termination of this Agreement, SHOP, at its sole expense, may remove any bicycle and pedestrian pathway constructed by the CITY within the Easement Property and restore and landscape the Easement Property.

- In the event of any controversy, Attorneys' Fees. claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.
- This instrument shall be binding on Binding Effect. inure to the benefit of the heirs, executors, administrators, successors, and assigns of SHOP and CITY.
- This instrument may be executed in Counterparts. counterparts, each of which when executed and delivered shall be an original.

EXECUTED the day and year first above written.

ST. HELENA OFFICE PARK PARTNERS, a California general partnership

Victor Motto, General Partner

Michael Fisher, General Partner

This easement is hereby accepted.

27 11

CITY OF ST. HELENA, a municipal corporation

Its City Administrator

APPROVED AS TO FORM:

Diane M. Plice City Attorney

STATE OF CALIFORNIA)) ss. COUNTY OF NAPA

L. DI MERCURIO NOTARY PUBLIC-CALIFOR NAPA COUNTY COM. EXP. JAN. 13, 1995

On 9/7, 1993, before me, C. D. Mercurio, a Notary Public for the State of California, personally appeared Victor Motto, 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 he executed the same in his authorized capacity as general partner, and that by his 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.

STATE OF CALIFORNIA) COUNTY OF NAPA

alia, 1993, before me, L. Dinercurio Notary Public for the State of California, personally appeared Michael Fisher, 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 he executed the same in his authorized capacity as general partner, and that by his 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.

Notary Public

-5-



STATE OF CALIFORNIA)

COUNTY OF NAPA

Second

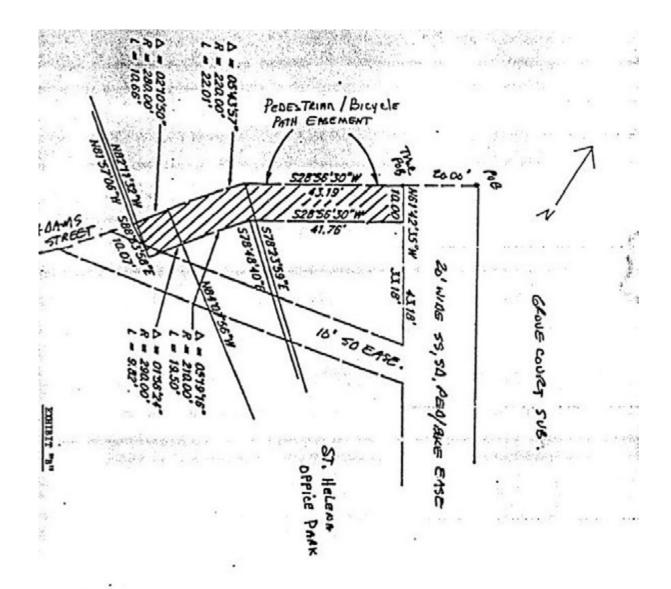
On September 22, 1993, before me, the undersigned, Deputy City Clerk of the City of St. Helena, personally appeared Gene Armstead, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

-6-

Appendix D / 95

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APPENDIX E:

Scout Hall agreement between the City of St. Helena and the Scouts



Attribution: Troop One Napa Valley

CITY OF ST. HELENA PROPERTY USE AGREEMENT (Scout Hall)

This Agreement ("Agreement") is entered into as of ______, 2021, by and between the CITY OF ST. HELENA, a California municipal corporation ("City") and The Boy Scouts of America, as organized in St. Helena, Ca, including Troop 1, and affiliated groups such as the Cub Scouts ("Scouts") City and Scouts are referred to herein as a "party" and together as the "parties." The Agreement is intended to formalize an arrangement pursuant to which the Scouts have used the Property described below since approximately 1936.

RECITALS

- **A.** On February 28, 1936 , Nellie G. Smith, a widow, granted to City a piece of property generally located at 1515 Railroad Avenue, City of St. Helena, with County of Napa Assessor's Parcel Number 009-192-009-000 (the "**Property**"), under the express condition that the real property shall be used for and dedicated to the exclusive purpose of providing a meeting place for the members of the Boy Scouts of America and to house any Boy Scout activities, subject to such rules and regulations as may be promulgated by the City Council of St. Helena for the use and occupancy of said premises (the "Deed").
- **B.** Scouts have been using the Property since 1936 under a mutual understanding and City has requested and Scouts have agreed to document the terms of the use of the Property by this Agreement.
- **C.** City wants to memorialize Scouts' use of the Property to ensure continued use of the Property by the Scouts as Scouts provide valuable skills and services to it's members and the youth of the City of St. Helena.

AGREEMENT

NOW THEREFORE, in recognition of the existing relationship and in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Scouts hereby agree as follows:

1. Use of Property.

1.1 General Use. Scouts will have exclusive continuous access to the Property, primarily for use to hold meetings. Scouts shall have the authority to determine the specific individuals who will be admitted to the Property when Scouts use the Property, subject to the terms of this Agreement, and applicable rules and regulations, including but not limited to maximum occupancy limitations.

- 1.2 Storage Space. Scouts may use the Property for the storage of its materials, office supplies, files, and personal property.
- 1.3 Compliance with Laws. Scouts' use of the Property shall comply with all applicable laws, ordinances, and regulations. City grants to Scouts the unencumbered right, without restrictions or conditions, at all times that this Agreement remains in effect, to apply for any and all licenses, approvals and/or permits required to use the Property, provided that such licenses, approvals and/or permits are not inconsistent with the terms of this Agreement.
- 1.4 Girl Scout Use. Scouts may permit the local troop of the Girl Scouts of America (the "Girl Scouts") to use portions of the Property on the terms and conditions that Scouts and Girl Scouts separately negotiate. Other than the Girl Scout use, Scouts may not allow the Property to be sublet or used by any other entity, organization, or agency without the City's advance written permission.
- 1.5 Other Uses of Property. City has entered into this Agreement to allow Scouts to operate its activities and programs and for no other purpose. Any different use, or subletting to an entity, other than as expressly permitted in this Agreement is prohibited without the express written consent of City.
 - **Term of Agreement** This Agreement, pursuant to the intentions as expressed in the Deed, shall continue for as long at the Boy Scouts of America continue to exist and operate in the City of St. Helena. In the event that the Boy Scouts of America no longer exist or operate in the City of St. Helena for a continuous period of more than one year, the City will have the option of terminating this Agreement by sending a written notice to the Scouts at the address set forth for noticing purposes in this Agreement and also posting a notice at a visible place at the Property, and the termination will be effective 60 days after the notice is delivered and posted, if the Boy Scouts are no longer operating in St. Helena. If the Boy Scouts of America no longer exist, this Agreement shall terminate on the date that such notice is delivered and posted. If the Agreement is terminated because the Boy Scouts of America either cease to exist or cease to operate in the City of St. Helena, then the City will allow the property to be used in accordance with the terms of the restrictions set forth in the Grant Deed for the conveyance of the Property to the City. In considering future use of the Property, the City shall allow the members of the Troop 1 Committee for the St. Helena Scouts an opportunity to make a proposal for use of the Property in accordance with the deed restrictions prior to considering any other uses of the Property, provided that such proposal must be made within 120 days of termination as set forth above. The City Council shall reasonably consider such proposal, but retains it's

discretion to determine the use that will be in furtherance of the public good and general welfare in accordance with the terms of the deed restrictions on the Property. In the event that the Scouts are in default under this Agreement and they fail to cure the default within 90 days of written notice from the City describing the default, the City may terminate this Agreement. The Agreement may be terminated by Scouts, at their sole discretion, upon providing sixty (60) days written notice to City. Upon termination of this Agreement, Scouts shall quit and surrender possession of the Property to City. In the event of such termination, Scouts shall remove all personal property and equipment from the property. If Scouts do not so, City may remove Scouts' personal property and dispose of, or store said personal property and equipment at Scouts' sole cost and expense.

3. **Utilities.** Scouts shall arrange and pay for all, gas, light, power, as well as any other utility services to be used by Scouts on the Property, in connection with the Property during its use by Scouts. Scouts agree to make the payment in a timely manner. City shall have no responsibility for providing or paying for any utilities or services for the Property during the term, except to the extent such utilities or services are provided to City in connection with City operations or activities at the Property. City shall not be liable for any interference with or disruption of any utilities or services at the Property.

4. Repairs and Maintenance.

- 4.1 <u>Scouts' Responsibilities</u>. For so long as this Agreement is in effect, Scouts shall at its own expense keep the Property free from debris, rubbish, and graffiti, and shall not use the Property in any manner that will constitute waste or nuisance. Scouts shall maintain the Property in at least the same condition as it was at the beginning of the term of this Agreement, reasonable wear and tear excluded. Scouts, at its sole cost and expense, shall provide repairs for any damage to the Property, above normal wear and tear, caused by Scouts, its officers, agents, invitees, guests, or volunteers. Scouts shall provide to City five (5) business days' advance written notice of any on-site construction or maintenance services to be provided at the Property by a third party. Scouts shall provide City with a copy of any and all contractor agreements related to the on-site services.
- 4.2 <u>City Responsibilities</u>. Upon being notified by Scouts of the need for a repair(s) that is not a responsibility of Scouts pursuant to 4.1 above, City shall be responsible for the performance and cost of repairing the Property, unless such repairs are made necessary by the misconduct or negligent acts of Scouts, the participants in Scouts' programs, or other persons allowed on the Property by Scouts, in which case

Scouts shall be responsible for the cost of such repairs. City shall, at its discretion, determine the necessity of and the timing for such repairs, provided that in the event that the need for repairs renders the building unusable by the Scouts for the purposes provided in this Agreement, the City shall use its best efforts to expedite the needed repairs. City shall furnish and replace all exterior electric light bulbs and/or tubes, when needed. City shall perform annual maintenance and testing of fire extinguishers. Except for an emergency, City shall provide Scouts five (5) business days' advance written notice of maintenance or construction projects on the Property. In addition to the foregoing, the parties agree that the City shall repair or replace the roof of the building located on the property from time to time at such time that the City determines that the replacement of the roof is necessary.

- 4.3 <u>Improvements</u>. At any time that this Agreement is in effect. Scouts may request permission from City to construct internal and external improvements to the Property, at its sole cost and expense, or, with an agreed upon sharing of costs, the terms of which must be approved in writing by the City. The City may approve or deny such requests for permission to make improvements in its reasonable discretion. City shall be provided a copy of any plans or descriptions of work to be done by Scouts or its contractors. Scouts may not construct, or materially alter, the Property without prior written approval by City. Any alteration or improvement to the Property must comply with all applicable laws, including laws regulating the licensing of contractors.
- 4.4 Damage or Destruction to Property or Building. If the Property or building are totally or partially damaged or destroyed, rendering the Property totally or partially inaccessible or unusable and insurance proceeds paid to City are sufficient to cover the full cost to repair, replace and restore the same, City shall promptly repair, replace or restore the building or the Property to substantially the same condition as they were in immediately before such damage or destruction. Such damage or destruction shall not terminate this Agreement. However, if the Property or the building do not appear to be capable of being repaired, replaced or restored within twenty four (24) months after the date of the damage or destruction, as determined by City in the exercise of its reasonable judgment, or if the insurance proceeds paid to City are not sufficient to cover the full cost of repair, and the Scouts are not willing or able to pay the shortfall, then City and Scouts shall meet and confer within (60) days to discuss options to complete the repair, replacement or restoration of the building or Property in a timely manner. In the event the parties do not mutually agree to a means of completing such repair, replacement or restoration following such meet and confer, City or Scouts may terminate this Agreement by written notice thereof to the other party.
- 4.5 <u>Risk of Loss</u>. Scouts shall bear the sole and complete risk of loss or damage to all alterations, improvements, and personal property of Tenant while at or

on the property, except as may be caused by the negligence or willful misconduct of City.

- 4.6 <u>Prevailing Wages.</u> Scouts acknowledge that City has made no representation, express or implied, to Scouts or any person associated with them regarding whether or not laborers employed relative to the construction and installation of any improvements to the Property must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720 *et seq.* Scouts agree with City that Scouts shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction at or on the Property must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720 *et seq.* Notwithstanding any other provision of this Agreement, City shall not be under any duty to monitor or ensure the compliance of Scouts with any State of California labor laws, including, without limitation, prevailing wage laws.
- 4.7 <u>Inspections</u>. During the construction of any improvements on the property, City may enter into or on the Property at any time, without notice to Scouts in order to inspect any improvements thereon, and Scout's operations.
 - **Possessory Interest Tax** Scouts hereby recognizes and understands that this Agreement may create a possessory interest subject to property taxation, and that Scouts may be subject to the payment of property taxes levied on such interests. Any such imposition of a possessory interest tax shall be a tax liability solely of Scouts and shall be paid for by Scouts. Scouts shall pay any personal property taxes that may become due for equipment, inventory, or other personal property installed, maintained, or present in or on the Property. Scouts shall also pay all interest and penalties any government entity assesses for late payment of any possessory interest taxes that this Agreement requires Scouts to pay. Scouts shall within a reasonable time after written notice from City give City reasonable proof that Scouts has paid any possessory interest taxes that this Agreement requires Scouts to pay. Nothing herein shall prohibit Scouts from the right to challenge any assessment of possessory interest tax in accordance with the procedures set forth by the taxing authority and where applicable withhold any overcharge by such taxing authority until the disputed matter is resolved.
 - 6. **Personal Property Taxes.** Scouts shall pay and discharge all personal property taxes payable or accruing for all period(s) within their use relating to any personal property stored at, used in the operation of or otherwise relating to the Property, before delinquency. Scouts shall also

pay all interest and penalties any governmental agency assesses for late payment of any such personal property tax, if any.

Prohibited Liens.

- 7.1 Prohibited Liens. Scouts shall keep the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Scouts ("Prohibited Lien"). Scouts shall provide written notice to City of each Prohibited Lien within five (5) days following Scouts' receipt of notice of such Prohibited Lien. Scouts shall, within thirty (30) days after receiving notice of a Prohibited Lien (but in any case within fifteen (15) days after Scouts receive notice of commencement of foreclosure proceedings regarding any Prohibited Lien), cause such Prohibited Lien to be paid, discharged, and cleared from title to the Property; provided, however, that if Scouts dispute such Prohibited Lies in good faith, Scouts shall immediately notify City of such dispute and shall thereafter prosecute such action with reasonable diligence and continuity.
- 7.2 <u>No Liens Against Public Property</u>. Scouts acknowledge that the Property is owned by City and is thus not subject to the imposition of mechanic's liens or other liens in favor of providers of labor, materials, or services on or to the Property. Scouts shall inform each provider of labor, material, or services on or to Property of the statutory unavailability of such liens with respect to Property, and that City is not responsible for payment of any claims by such providers of labor, material, or services.

8. Maintenance.

- 8.1 <u>Maintenance Standard</u>. Scouts shall, at its sole cost and expense, keep the Property free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning the use of the Property. Scouts shall not cause trash or other debris to accumulate on the Property, provided that City will provide for the cleaning of the building on the Property as part of its normal janitorial services for City owned buildings as those services may be adjusted from time to time by the City.
- 8.2 <u>Maintenance Default</u>. If, at any time during the term, there is an occurrence of a condition on any area of the Property that the City determines to be a violation of law or this Agreement, then City may provide notice to Scouts in writing of the claimed condition. If Scouts fail to cure or commence and diligently pursue to cure the claimed condition within thirty (30) calendar days of Scouts' receipt of notice of the violation, an event of default shall be deemed to have occurred, and City may exercise any and all remedies available to City in law or equity.

9. "As Is" Condition of Property.

- 9.1 Acceptance. Scouts accepts the Property in its "As Is/Where Is" condition, without warranty of any kind, express or implied, including any warranty as to title, physical condition, soil conditions, zoning, land use restrictions, the availability or location of utilities or services, the suitability of the Property for the uses described herein or any other use, and with full knowledge of the physical condition of the Property, the nature of City's interest therein and rights retained thereto pursuant to this Agreement, and all laws applicable to the Property. Scouts has not relied, and is not relying, on any express or implied, oral or written representations or warranties made by City or its representatives, and all such representations and warranties are specifically disclaimed by City. Notwithstanding the foregoing, nothing in this Section shall limit Scouts' ability to request repairs of building or the Property by the City in accordance with Section 5.2 of this Agreement.
- 9.2 <u>Waivers and Releases</u>. By executing this Agreement, Scouts waives and releases the City and its representatives from all claims arising after the date of mutual execution of this Agreement relating to the condition of the Property as of the date of mutual execution of this Agreement or at any time during the term of this Agreement, whether known or unknown, suspected or unsuspected. With respect to the waivers and releases contained in this Section 10.2, Tenant waives the provisions of California Civil Code Section 1542 and all similar provisions and principles of law. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10. Subordinate Rights.

10.1 This Agreement is subject to all leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title that may affect the Property now or hereafter.

11. Insurance.

11.1 Types; Amounts. Scouts shall obtain, and shall require any contractor to obtain, insurance in the amounts described below unless specifically altered or waived by City in writing ("Required Insurance"). Scouts shall maintain the Required Insurance at all times while this Agreement is in effect. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. In the event that Tenant

breaches its obligations under this Section 12 City may, in its sole discretion, require Tenant to increase the policy limits for any or all of the Required Insurance.

- 11.1.1 General Liability Insurance. Scouts shall maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies, as that is the insurance currently provided by the Boy Scouts of America, If that insurance is no longer available at commercially reasonable rates or if the Boy Scouts of America no longer exists or provides coverage for the local Scouts the parties shall meet and confer as to the level of insurance reasonably required.
- 11.2 <u>General Provisions</u>. The general liability insurance policy shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary as to Scouts' defense and indemnification obligations herein with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Scouts' scheduled underlying coverage. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.
- 11.3 <u>Certificates; Insurer Rating; Cancellation Notice</u>. Scouts shall furnish to City upon reasonable request properly executed certificates of insurance which evidence all Required Insurance. All policies shall be endorsed to provide the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to City. Unless approved in writing by City, Scouts shall place the Required Insurance with insurers authorized to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

12. Indemnity and Release

12.1 <u>Scouts Indemnity Obligations</u>. Scouts hereby agree to defend, indemnify and hold City and its officials, officers, agents, and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages, or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising from or related to this Agreement, the use or occupancy by Scouts, the Girl Scouts or any other subtenants of the Scouts and/or their agents, invitees or employees of the Property, Scouts' breach of any condition of this Agreement, and/or any improvements to the Property undertaken by the Scouts or their agents, employees or contractors, unless such claims arise from the negligence or willful misconduct of the City. Scouts shall defend, with counsel reasonably satisfactory to City, at Scouts' sole expense, any and all such suits, actions or proceedings, legal or equitable that may be brought or instituted against City, its

officials, officers, agents or employees, unless such actions or proceedings arise from the negligence or willful misconduct of City. Scouts shall pay and satisfy any judgment, award, or decree that may be rendered against City, its officials, officers, agents or employees. Scouts shall reimburse City for any reasonable legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. Scouts' obligation shall survive termination or expiration of this agreement, and shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, agents or employees. Nothing in this Section 13 shall relieve City of liability for City or City's officials, officers, agents or employees' negligence or willful misconduct.

13. General Provisions.

- 13.1 **Assignment or Subletting.** Except as otherwise provided in this Agreement, Scouts shall not assign or sublease this Agreement without the prior express written consent of the City, which consent may be withheld in the City's sole and absolute discretion.
- 13.2 **Waiver.** The waiver by City or Scouts of any breach of any term, covenant, condition or provision contained herein shall not be deemed to be a waiver of such term, covenant, condition, or provision for any subsequent breach of the same or any other term, covenant, condition, or provision contained herein.
- 13.3 **Attorneys' Fees.** The prevailing party in any action brought by either party hereto, based on any claim arising under this Agreement, shall be entitled to reasonable attorneys' fees and court costs.
- 13.4 **No Relocation or Assistance.** Scouts acknowledge that they are not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.
- 13.5 **Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Scouts:

Troop 1 Committee Chair

City:

City of St. Helena 1572 Railroad Avenue St. Helena, California 94574 Attn: City Manager

Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. Copies of notices to the Scouts shall also be posted at the Property.

- 13.6 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. The provisions of this Agreement may be amended only by mutual written consent of the parties. Any amendments to this Agreement must be in writing and executed by both parties.
- 13.7 **Principles of Interpretation**. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any part of this Agreement. The parties have both participated substantially in its negotiation, drafting, and revision, with advice from legal counsel and other advisers of their own selection.
- 13.8 **Invalidity.** If any provision of this Agreement is invalid or unenforceable with respect to either party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13.9 **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- 13.10 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Napa County, California.
- 13.11 **Execution of Agreement.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- 13.12 **Survival.** All obligations of the parties hereunder not fully performed as of the completion or termination of this Agreement shall survive such completion or termination, including without limitation all indemnity obligations and obligations concerning the condition of the Property.
- 13.13 Authority to Enter Agreement. Both parties represent to the other that they have the requisite power and authority to conduct their business and to execute,

deliver, and perform the requirements of, this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective party. Signers for Scouts are signing in their representative, not individual capacities, only and shall have no personal liability under this Agreement whatsoever except to the extent of their willful misconduct or gross negligence.

13.14 **Discrimination.** Scouts, for itself and its successors and assigns, agrees that Scouts will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, religion, creed, national origin, ancestry, gender, gender identity or gender expression, and that Scouts will comply with all applicable local, state and federal fair employment laws and regulations. Scouts covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Scouts, or any person claiming under or through Scouts, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of lessees, sublessees or vendees of the Property.

IN WITNESS WHEREOF this Agreement is executed by the Parties as of the date set forth below (the "Effective Date").

CITY: CITY OF ST. HELENA, a California municipal corporation	SCOUTS: The Boy Scouts of America, as organized in St. Helena, Ca, including Troop 1,
By: Mark T. Prestwich City Manager	By: Name: Troop 1 Committee Chair
Date:	Date:
Attest:	bute.
By: Cindy Tzafopolous City Clerk	

Walking Routes, Trails, and Publicly Accesible Open Space

Appendix F / 109

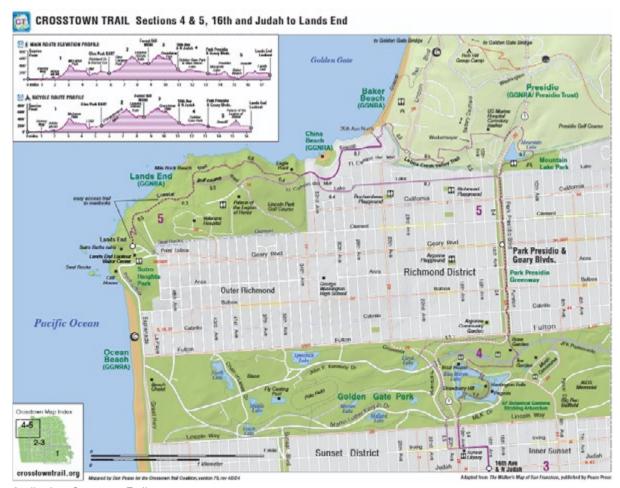
APPENDIX F:

Resources

San Francisco's Crosstown Trail:

"In 2012, we imagined a trail that will cut across San Francisco, connecting the city's neighborhoods, open spaces, and local trails."

https://crosstowntrail.org/about-the-trail/



Attribution: Crosstown Trail

Walnut Creek trails, signs, and maps:

The City of Walnut Creek has very well developed walks within town, along its creek and former railroad right-of-way, and in its city-owned open space.

https://www.walnutcreekca.gov/government/departments/open-space/maps-and-directions

https://www.walnutcreekca.gov/community/whats-happening/walking-tours

https://www.ebparks.org/trails/interpark/ironhorse

https://www.wcosf.org/enjoy.html

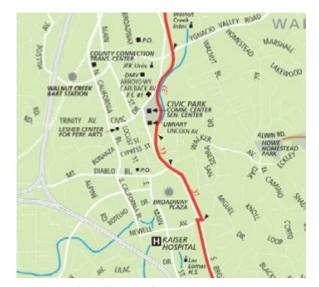




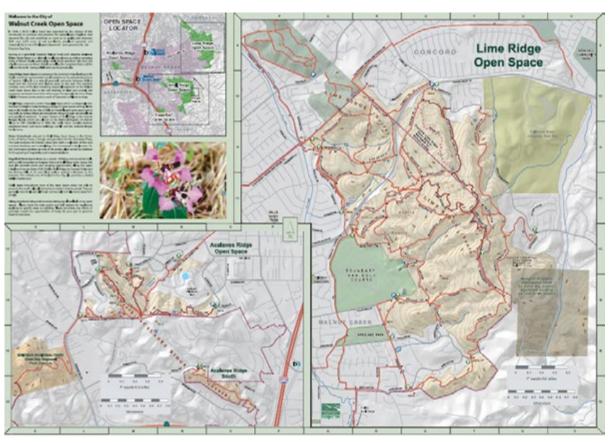




Walking Routes, Trails, and Publicly Accesible Open Space



Attribution: City of Walnut Creek



Attribution: City of Walnut Creek

Lake Hennessey regulation signs, other signs, and maps:

The Hennessey Unit of the Moore Creek Park includes pathways along Lake Hennessey, the water supply for the City of Napa. Clear signs are provided regarding prohibited activities, which seem to be adhered to, and there are motion detector cameras deployed as well.

https://napaoutdoors.org/parks/moore-creekpark/







Walking Routes, Trails, and Publicly Accesible Open Space











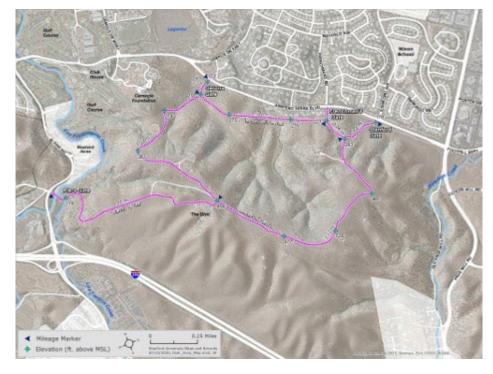
Stanford Dish regulation sign and map:

The Stanford Dish is a popular 1500 acre open space area in rolling hills above Stanford University with just over 5 miles of trails in a broad loop for hiking and jogging (but no biking) and is open to the public from approximately sunrise to sunset throughout the year. Regulations are strictly enforced by the university.

https://dish.stanford.edu/what-wear-and-bring/trail-information



Attribution: Leland Stanford University



Legal issues associated with trails:

"Although risks and responsibilities vary widely depending on the location and type of use, this topic has been addressed in all 50 states and is well-studied. Knowledge of basic legal principles can guide project planning and highlight areas that merit particular attention."

https://headwaterseconomics.org/wp-content/uploads/trails-library-legal-overview.pdf

"The Courts and the Legislature have expressed a clear policy to permit the use of available recreational property, both public and private, in its natural condition, without placing the burden and expense of altering the property and defending claims for injuries on the landowner."

https://www.americantrails.org/resources/pro tection-from-liability-promoting-the-use-and-dev elopment-of-recreational-trails



Attribution: Headwaters Economics



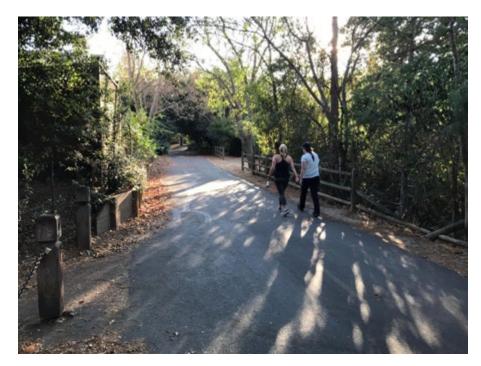
Attribution: American Trails

San Jose, California trails:

The City of San Jose has extensive resources on trail development, including their Trail Strategic Plan, which includes hiking-only trails, their design toolkit, and signage guidelines. There is no need to reinvent the wheel on any of these.

https://www.sanjoseca.gov/home/showdocument?id=9827%20

https://www.sanjoseca.gov/home/show document?id=9855



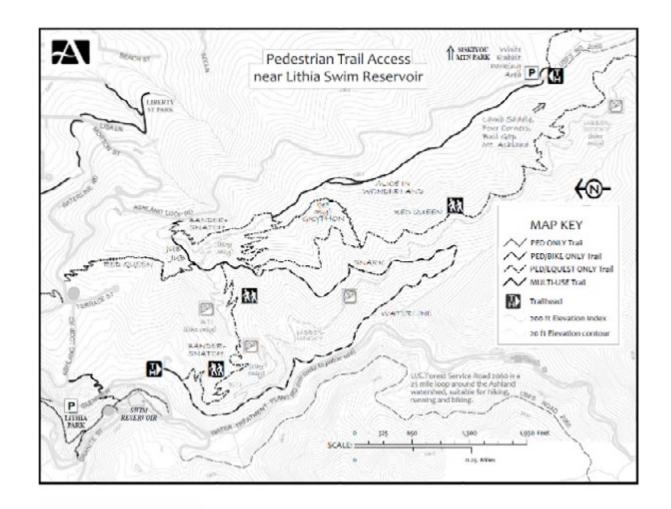
Attribution: City of San Jose



Ashland, Oregon pedestrian trail map:

The City of Ashland abuts U.S. Forest Service lands and has pedestrian-only, bike-only and multi-use trails.

https://ashlandoregon.gov/593/Parks-Trails



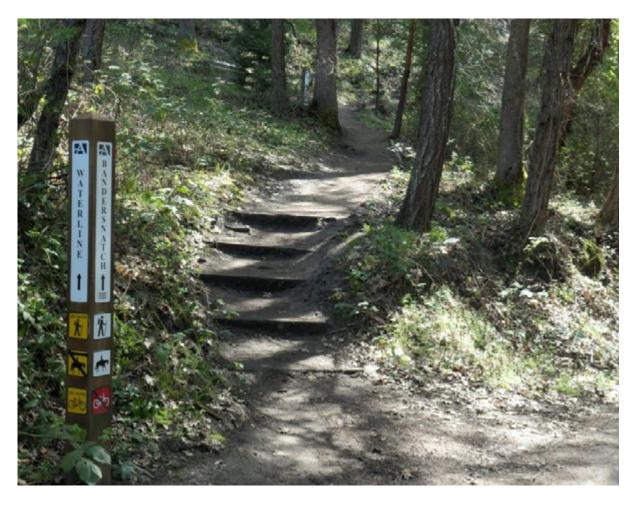


Attribution: City of Ashland

The Ashland Woodlands & Trails Association:

This non-profit helps preserve, maintain, and provide appropriate public access.

https://www.ashlandtrails.org/





Attribution: Ashland Woodlands & Trail Association

Working with landowners:

Resources for engaging with landowners regarding potential access or easements, and tools for landowners, conservation professionals, and recreationists.

https://www.americantrails.org/resources/lando wner-outreach-and-trail-planning

https://www.river-management.org/assets/WaterTrails/landowner%20guidance_final_web.pdf



Attribution: River Management Society

Bear Yuba Land Trust:

FAQ regarding trail easements from an innovative land trust.

https://www.bylt.org/build-trails/whats-a-trail-easement/



Attribution: Bear Yuba Land Trust



California recreational use trail immunity laws:

"California's recreational use and governmental immunity laws help keep our recreational lands open to the public."

https://www.portersimon.com/californias-recreational-use-trail-immunity-laws/



Attribution: Porter Simon

Placer Land Trust:

Many public, private and nonprofit entities are focused on creating walking paths and other trails through open space.

"Imagine a public wilderness trail amid a protected landscape of ranch lands, open woodlands, forests, creeks and ponds."

https://placerlandtrust.org/harvego-bear-river-preserve/



Attribution: Placer Land Trust





Summit County, Utah trail example easement and access agreement:

https://www.summitcountyutah.gov/Doc umentCenter/View/2933/Mooney-Trail-Easemen t-Access-Agmt?bidId=



Attribution: Summit County, Utah

Lexington, Kentucky Town Branch Trail Master Plan:

"The trail will connect into a recently completed 1.8 mile section of the Town Branch Trail near Alexandria Road and lead to Masterson Station Park."

https://www.townbranch.org/doc/TBT_CentralSection_MasterPlan.pdf



Attribution: Town Branch Trail, Inc.

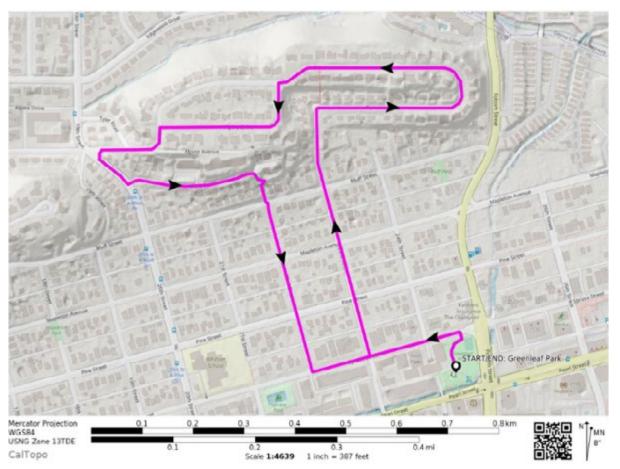
Boulder, Colorado trails:

The City of Boulder has separate hiking (walking)only and multi-modal trails within its mountain and valley open space areas and also provides guides to specific walks and for accessible trails and sites.

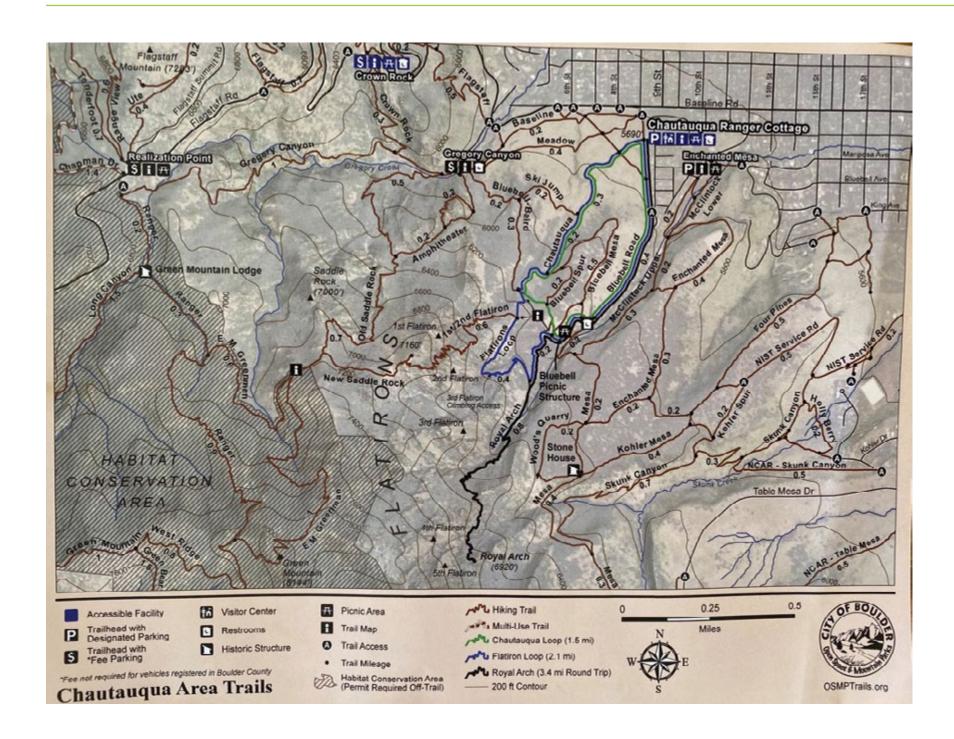
Map: Panorama Walk https://caltopo.com/m/ROPQ

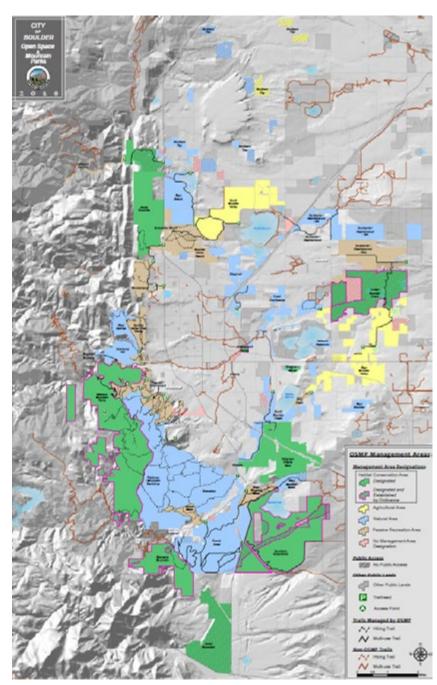
https://bouldercolorado.gov/boulderwalks#section-1317

https://bouldercolorado.gov/media/1734/download?inline=



Attribution: City of Boulder





Attribution: City of Boulder

Hudson River Greenway trails and open space:

A guide for landowners.

https://hudsongreenway.ny.gov/system/files/doc uments/2018/06/landownersguide.pdf

"[Insurance] coverage will only be extended as part of trail access agreements."

https://hudsonrivergreenwaywatertrail.org/imag es/ckeditor/files/private_insurance.pdf





Attribution: Hudson River Greenway

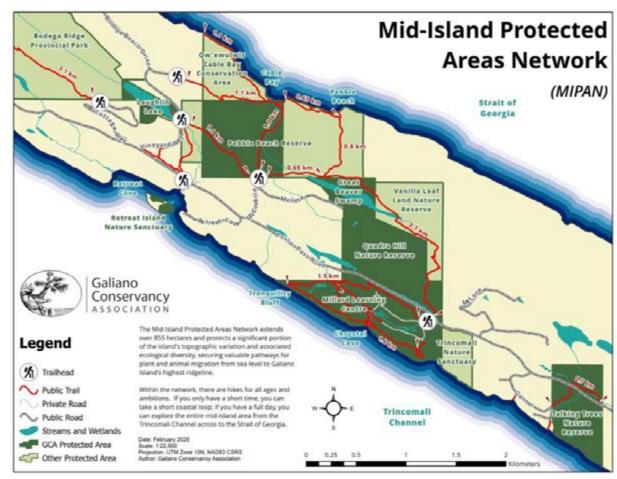
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Galiano Trails Society:

A Canadian non-profit dedicated to developing trails on a BC island, including a sample access agreement.

https://www.galianotrails.com/

https://www.acrd.bc.ca/cms/wpattachments/wpID364atID1694.pdf



Attribution: Galiano Conservancy Association

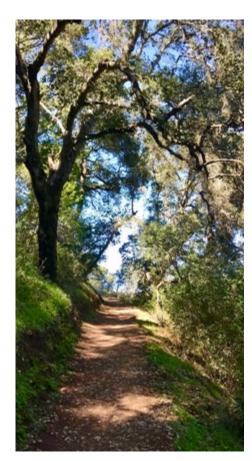
City of Morgan Hill Bikeways, Trails, Parks and Recreation Master Plan:

"An expanded bicycle and pedestrian network and diversified recreational and cultural experiences throughout the City will strengthen Morgan Hill's community fabric and strong sense of place as the City grows and evolves."

https://www.morganhill.ca.gov/DocumentCenter/View/21711/CityMorganHill_Plan-COMBINED-CHAPTERS_07062017?bidld=



Attribution: City of Morgan Hill





Walking Routes, Trails, and Publicly Accesible Open Space Appendix F / 132

Solano Land Trust Trail Crew Day:

Recruiting volunteers to help build trails.

https://www.meetup.com/Solano-Land-Trust-Outdoor-Adventures-Meetup/events/279132221/

Saturday, July 24, 2021

Trail Crew Day at Patwino Worrtla Kodoi Dihi Open Space Park







- Saturday, July 24, 2021
 9:00 AM to 1:00 PM PDT
- Needs a location

Details

We are in need of volunteers who will be able to have fun and do earth work in preparation for the new trails that will be laid out on this property.

Registration is Required

https://events.r20.constantcontact.com/register/eventReg? oeidk=a07ei8p48vs45e6b7fd&oseq=&o=&ch=

*** MEEETING LOCATION IS AT THE BIG RED ICE HOUSE ON THE CORNER OF SUISUN VALLEY RD AND ROCKVILLE RD., POINT OF CONTACT IS JORDAN KNIPPENBERG ***

Attribution: Meetup

Garland Ranch Regional Park trails:

Many trails are hiking only and some trails are by easement agreement on private property.

https://www.mprpd.org/garland-ranch-regionalpark





