CITY OF FAIRFIELD PEAFOWL MANAGEMENT PLAN FEBRUARY 2024

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EXECUTIVE SUMMARY

The Rolling Hills neighborhood of Fairfield surrounds the Dunnell Nature Park and Education Center property. The property was bequeathed to the City of Fairfield by the Dunnell family in 1998. The original park plans included development of an aviary to care for a pride of peafowl owned by the Dunnell family. In 2009, due to financial constraints, the City opted to not build the aviary to contain the peafowl. The birds have freely roamed the Rolling Hills neighborhood and increased in population since.

An increasing number of peafowl has increasingly created nuisance in the neighborhood. In 2023, residents engaged with City staff to create a strategy to balance the enjoyment of the beauty of the birds against the nuisances they create. This plan provides guidance to maintain the pride at a number determined by residents.

This updated Peafowl Management Plan supersedes the previous plan.

This Peafowl Management Plan (2024) considers no anticipated aviaries, other enclosures, and no identified budget. To prepare this revised management plan, staff consulted with the following two industry experts in early 2024:

- 1. Dr. Francie A. Bradley, Extension Poultry Specialist Emerita, University of California, Davis. Dr. Bradley contributed to the previous Dunell Peafowl Management Plan (January 2001.)
- 2. Dennis Fett, AKA Mr. Peacock. Since 1980, Fett has run a farm in Iowa with his wife. Together they nurture peafowl, write books, hatch eggs, and assist the public with peafowl problems.

http://www.peafowl.com

http://www.youtube.com/@MisterPeacock

SECTION 1 – INTRODUCITON

Section 1.1 - Setting

The 6.2-acre site known as the Dunnell Property (Dunnell Nature Park and Education Center) is located in northwestern Fairfield. The site is located within the Rolling Hills Neighborhood and is bordered by Hilborn Road and Hillridge Drive. Rolling Hills Neighborhood Park was dedicated in 1997 and sits on five acres across from the Dunnell property along Hilborn Road.



Section 1.2 – Background

In the late 1990s, the status of the birds became a passionate issue for the Rolling Hills Neighborhood community. A survey was conducted within the community, a Peafowl Research Committee formed, and in April 2004, the City Council adopted Resolution 2004-87 approving the Dunnell Property Peafowl Management Plan. The Plan identified an optimum pride size of 25-30 peafowl contained within aviaries intended to be constructed as an element of the Dunnell Conceptual Development Master Plan.

The City hired Noll and Tam Architects in 2005 (Resolution 2005-03) to convert the Development Master Plan into a constructable project. In June 2009, after numerous failed attempts to reconcile funding with the project estimates, the City Council adopted Resolution 2009-273 amending Noll and Tam's contract to pare down the project. The peafowl aviary component was deemed a long-term maintenance burden and the City elected to not build aviaries to contain the birds. Additionally, most of the birds were to be adopted out to qualified homes, leaving approximately 5-10 free range peafowl to be retained.

Subsequently, the Great Recession severely impacted the City and led to the Community Services Department (that oversaw peafowl management) being dissolved. Most of the flock was not adopted out as intended, resulting in a feral population increase. Due to the increasing number of peafowl, some in the Rolling Hills community consider the birds a nuisance, while others enjoy the presence of the birds throughout the neighborhood.

In mid-2023, the birds once again became a passionate issue resulting in the exploration of options to balance competing resident interests. City staff researched and to documented all historic decisions by City Council related to peafowl management, created a dedicated peafowl webpage (www.fairfield.ca.gov/peafowl), facilitated two town hall meetings to gather input, and drafted this updated Peafowl Management Plan.

<u>Section 1.3 – Peafowl Committee</u>

In 2018, a Rolling Hills Resident Peafowl Committee formed to address issues with the birds (the City was not involved in the selection or formation process). The resident committee performed extensive research to educate themselves on all aspects of peafowl. City staff supported the committee's efforts by attending committee meetings. Ultimately, the committee's work culminated with a volunteer group dedicated to feeding the peafowl at the Dunnell Nature Park and Education Center to attract the birds back to the Dunnell property. An educational flyer was created and distributed throughout the neighborhood. In 2023, City staff revamped the flyer, and it is included as *Appendix A* to this plan.

SECTION 2 – PEAFOWL INFORMATION

Section 2.1 - Peafowl Facts

The male is a peacock, the female is a peahen, babies are peachicks, collectively they are called "peafowl." A group of peafowl is called an ostentation, a muster, or a pride (for the purposes of this document, we will use the term "pride.") The average lifespan for peafowl is 15-20 years. Peafowl are omnivorous, ground-feeders that eat insects, grain, plants, and small creatures.

Peafowl often roost in trees and gather in groups called parties. Peacocks have a loud call, often described as a piercing scream, which they use to establish their territory and attract peahens. In addition to their courtship displays, peacocks also establish dominance among other males through physical displays such as charging, wing flapping, and have metatarsal spurs, or "thorns," on their legs used during territorial fights.

Peacocks reach sexual maturity at around three years old, while peahens reach maturity at around two years old. Peacocks are polygamous, meaning they mate with multiple partners. Mating season is typically April through August.

Peahens do not typically lay eggs their first year of mating. Thereafter, expect one egg every 2-3 days to create a clutch of eggs. Clutch size varies with an average of 6 eggs. The peahen raises the chicks on her own. She makes a scrape in the ground and lines it with sticks, where she lays. The incubation period is 28 days, and she will sit on the eggs almost constantly during this period, only leaving for food and water. If the eggs are removed while the peahen incubates them, she will continue to lay through the whole breeding season.

Peachicks can walk and forage on their own immediately after they hatch. Peachicks are very vulnerable and have a high mortality rate, with generally only 1 out of 3 chicks surviving to adulthood. After two weeks, peachicks can flap up into a tree for safety. Males do not have their mature coloring until their second year.

Schmidt, Amanda. "Peacock Fact Sheet." PBS, Public Broadcasting Service, 11 Aug. 2011, www.pbs.org/wnet/nature/blog/peacock-fact-sheet/.

SECTION 3 – PLAN ELEMENTS: GUIDENCE & RECOMMENDATIONS

Section 3.1 – Optimum Pride Size

Peafowl are a non-native species, and there is not an expert recommended "optimal pride size" outside of containment. However, experts recommend a ratio of 1/3 peacocks to 2/3 peahens.

Although an optimal pride size is not professionally identified, the City will seek to maintain a total pride size of approximately 50 birds. The total population will seek to maintain 16-17 peacocks, and 33-34 peahens.

Section 3.2 - Trapping: Population Control

The City has identified a professional trapper who will provide an initial point-in-time peafowl census in February 2024 (with a recommended census every 3 years). After the initial count, the trapper will assist with rehoming of excess birds beyond the preferred pride size, and future efforts to maintain a more manageable pride size. Trapping will be conducted outside of the Dunnell Nature Park and Education Center. After initial pride rehoming, City staff may also perform trapping as needed.

Humane Trapping best practices will be followed as:

- Traps occupied by peafowl will be serviced within 24 hours.
- Traps placed on City property, or on private property with an executed trapping agreement between the property owner and City.

Section 3.3 – Adoption

The initial rehoming will be addressed by the professional trapper and the birds will be placed throughout their specialized network of properties within California.

On-going peafowl adoption will be required as future breeding occurs.

The City of Fairfield is committed to finding appropriate homes for any trapped peafowl. The screening of adoptive homes will continue to be conducted by a qualified agency/individual. Key criteria to be considered when evaluating a potential peafowl adopter are as follows:

- Size of the property
- Type of housing/containment
- Previous experience with peafowl
- Previous experience with other avian species
- Quantity/ratio of peafowl the adopter accepts

Section 3.4 – Management of New Population (Breeding)

Locating nests and rendering eggs unhatchable (addling) may help control population. Eggs should not be completely removed from nests as the hen will likely lay another clutch. Rather, the embryo should be prevented from developing. Options include addling the egg by poking a hole to remove the contents or replacing the eggs with unfertilized chicken eggs.

Section 3.5 – Feeding

General Feeding Recommendations

Some experts suggest that feeding wild peafowl is not advisable. While originally kept as pets, Fairfield's peafowl population is considered wildlife and wildlife populations are a representation of available natural resources. Introducing unnatural foods may contribute to overpopulation as the habitat is not required to naturally sustain the population. In other words, the healthiest thing for the peafowl is to naturally forage for seeds, insects, and plants instead of receiving human-provided food.

The City does not have an ordinance against feeding wild peafowl due to difficulty of enforcement. Communities that have enacted illegal feeding ordinances have found them difficult to enforce and ineffective. However, **feeding wild peafowl is discouraged**. Residents who are found to feed wild peafowl will be contacted with guidance on peafowl management best practices. Residents who wish to report peafowl feeding should contact the City Public Works Department. Be prepared to provide information such as name of feeder, address of feeding, and/or any other identifying information that will assist the City in making contact. The City will educate residents on proper feeding protocol pursuant to this Plan. Any resident who consistently ignores City guidance may be subject to enforcement action pursuant to Chapter 3.60 of the Fairfield Municipal Code.

<u>Section 3.6 – Veterinarian Care</u>

The City contracts with Human Animal Services (H.A.S.) as a resource for animal control services. H.A.S. can be contacted at (707) 449-1700. The City also contracts with Solano Animal Care for shelter and veterinary services at the Solano County Animal Shelter located at 2510 Clay Bank Road in Fairfield (707) 784-1356. This information may be updated by the City without notice should contact information change.

The previous Veterinarian of Record (reflected in the 2001 Dunell Peafowl Management Plan) indicated they are no longer available to provide services. Dr. Brian Speer (Medical Center for Birds), based in Oakley, CA has indicated he is available for consulting at a rate of \$250 per hour. Medical and surgical services are dependent on what is needed and can be quoted at the time of inquiry. *There is currently no City designated budget for veterinarian services*. Resident "Good Samaritans" are free to utilize private veterinary services to care for an injured animal if they prefer to not use City funded public services as listed above. *The City will not reimburse residents who choose to take an injured animal to a private fee-for-service veterinary clinic*.



HOW IT ALL STARTED?

In 2018 a group of residents of the Rolling Hills neighborhood and City staff teamed together to form a new Peafowl Committee. Over the course of a year, the team performed extensive research to educate themselves on all aspects of peafowl with emphasis not to feed them.



INJURED PEAFOWL? Contact H.A.S. Humane Animal Services at 707-449-1700

PEAFOWL DISLIKE THESE PLANTS:

- Agapanthus
- Azalea
- Baby's Breath
- Bee Balm
- Bird of Paradise
- Blazing Star Liatris
- Bougainvillea
- Butterfly Plant
- Cactus
- Camellia
- Cannas
- Clivia
- Columbine
- Coneflower
- Coreopsis
- Ferns
- Fuchsia
- Gaillardia
- Gardenia
- Geranium
- Giant Columbine
- Gladiola
- Gloriosa Daisy
- Hardy Lavender
- Hen & Chicken

- Hibiscus
- Hostas
- Iris
- Ivy
- Lantana
- Lavender
- Mint
- Mum
- Oleander
- Painted Daisy
- Peonies
- Periwinkle
- Phlox
- Pink Lady
- Plumbago
- Poinsettia
- Pyracantha
- Pyracantha
- Rhododendron
- Rhododendron
- Rose
- Shasta Daisy
- Snap Dragon
- Sunburst
- Weigela

PEAFOWL LIKE THESE PLANTS:

- Amaryllis
- Begonia
- Broccoli
- Brussel Sprout
- Cabbage
- California Poppy
- Cauliflower
- Chive
- Holly Berries
- Impatients
- Kale
- Kohlrabi

- Lettuce
- Nasturtium
- Pansy
- PetuniaPrimrose
- Stock
- Sweet Alyssum
- Tomato
- Verbena
- Water Stock
- Young Plants
- Young Spinach

THE PEAFOWL (PAVO CRISTATUS)

Males are referred to as peacocks and females are referred to as peahens, and are collectively known as peafowl. However, the term "peacock" is commonly used to refer to birds of both sexes. There are two common peafowl species: Indian or Blue peafowl and Green peafowl. Most people, including residents of Rolling Hills, are familiar with the Indian peafowl, since that is the kind found in many zoos and parks.

DETERRENT MEASURES

Based on information gleaned from various resources, the implementation of one or a combination of the following deterrent measures may help discourage peafowl from roaming. The success of the listed deterrent measures is dependent on residents consistently working together.

$oldsymbol{\Delta}$ DO NOT FEED THE PEAFOWL! -

Birdseed, bread, and pet food are not a natural part of the peafowl's diet and can be harmful to their health. Feed pets indoors, remove any leftover pet food immediately, and cover enclosed animal food bowls left outside.

PEAFOWL DO NOT LIKE WATER -

Water is one of the best-known deterrents for peafowl. During non-drought conditions, the intermittent use of sprinklers or a hose with a jet nozzle will act as a negative reinforcement for the birds. Consider a motion sensor-activated water spray, they are battery-operated, cover an area of about 35 feet and can be connected to your garden hose. It's available on-line or at home improvement and garden stores.

PEAFOWL ARE AFRAID OF DOGS.

Walk your dog around the property and neighborhood. Additionally, keeping your dog in the backyard will also serve as a deterrent.

PEAFOWL WILL AVOID CERTAIN REPELLENTS –

Cat repellent and mothballs around planting beds, porches, and along walkways may be an effective means of repelling peafowl. Caution should be used so as not to allow young children or animals to ingest the repellents.

TRIM OR REMOVE LARGE TREES -

Since peafowl prefer to roost in large overhanging trees, trimming or removing them will help deter peafowl. Balloons can also deter peafowl from roosting in trees.

BE CAUTIOUS WHEN COMPOSTING -

Avoid open compost and manure sacks as they tend to attract peafowl because they love to take dirt baths. If you wish to compost, use a covered compost bin and keep the composting area clean.

PEAFOWL LIKE TO EAT SEEDS AND PLANTS -

Avoid planting young tender seedlings in areas you do not want peafowl to visit or cover the plants until they are well established. Additionally, certain plants are favored by peafowl while other plants are disliked. See our list of plants peafowl like and dislike, and follow the suggested list when landscaping. Peafowl like to take daily dust baths irrespective of the type of plants found in a garden, which can be destructive. It is suggested that gardens be covered with gravel or rocks to prevent peafowl from digging plants up to create loose soil for bathing purposes.

ACCESS LICENSE AGREEMENT

RE: PEAFOWL TRAPPING SERVICES

THIS ACCESS LICENSE AGREEMENT (the "Agreement") dated	is
entered into by and between the CITY OF FAIRFIELD, CA, a municipal corp	oration ("City") and
the owner or lawful tenant ("Owner"	') of the property at
, Fairfic	eld, CA ("Property").

Owner and City hereby agree as follows:

- 1. Access. Owner grants City and the employees of its contracted peafowl vendor, Raptor Events, LLC ("Raptor"), the right to enter upon the Property for the purpose of performing peafowl trapping services from the date of this agreement until such right is terminated. All traps may be monitored and serviced (i.e. any birds removed) by City or Raptor at least once a week. If Owner notifies City or Raptor that peafowl are present in the trap, the City or Raptor shall service the trap by removing the peafowl within 24 hours of notification. Traps shall be maintained and monitored by City or Raptor in accordance with any applicable legal requirements of the State of California Department of Fish and Wildlife, and the United States Department of Fish and Wildlife. City or Raptor shall only enter onto Property between the hours of 8:00 AM and 6:00 PM Monday through Friday or as coordinated with Owner Saturday and Sunday.
- Termination. Either party may terminate this Agreement in writing to the other party.
 Owner shall send written notice to the City at: City Hall Public Works Attn: Peafowl Traps
 - 1000 Webster Street, Fairfield, CA 94533. City or Raptor shall send notice to property
 address of Owner. Upon termination, City or Raptor shall promptly remove all traps from
 Property.
- 3. <u>Indemnity.</u> Owner shall indemnify, defend, and hold harmless, City its officials, officers, employees, volunteers and agents serving as independent contractors (collectively "Indemnitees") from and against any and all claims, liens, liabilities, damages, losses, costs, and expenses of any kind or nature whatsoever (including, without limitation attorney's fees and expenses and court costs) by any third party (collectively, "Claims") suffered, incurred, or sustained by Owner as a result of, by reason or, or in connection with such Claims arising from the sole negligence or willful misconduct of City or Raptors: (i) entering the Property; or (ii) performing the Peafowl Trapping Services on the Property. This Section shall survive the termination of the Agreement.

- 4. <u>Waiver.</u> Owner does release City and Raptor, and their officials, officers, employees, volunteers, and agents, serving as independent contractors from any and all claims, liens, liabilities, damages, losses, costs, and expenses of any kind or nature whatsoever (Including, without limitation, attorney's fees and expenses and court costs) suffered, incurred, or sustained by Owner, its officials, officers, tenants, subtenants, employees, volunteers, and agents serving as independent contractors as a result of, by reason or, or in connect with damage by City, Raptor, and their officials, officers, employees, volunteers, and agents, serving as independent contractors, and any peafowl or other animal.
- 5. <u>Notices.</u> Whenever any notice, demand, or request is delivered under or in connection with this Agreement, such notice, demand, or request, shall be in writing and shall be delivered by U.S. Mail. All notices given by mailing shall be deemed given on the date of delivery.
- 6. <u>Governing Law.</u> This agreement shall be constructed, enforced, and interpreted in accordance with the laws of the State of California. Venue shall be the Solano County Superior Court or the United States District Court, Eastern District of California.
- 7. <u>Counterparts.</u> This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 8. <u>No Third-Party Rights.</u> No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

CITY:	OWNER:
Ву:	Ву:
Name:	Drint Namo:
Title:	Addross
	Property Owner / Tenant (Circle One)