SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY

9:30 a.m. – 12:00 p.m.
Friday, February 15, 2008
County Administrative Center
1600 Pacific Highway, Room 302/303
San Diego

Speaker slips will be available. Please fill out a slip and give it to the Chair prior to the meeting if you wish to speak to an item on the agenda. The Board may take action on any item listed on the Consent or Action agenda.

Introductions and Announcements.

Approval of the Minutes of January 18, 2008

Chairs Report

Executive Directors Report:

Public Comment

This portion of the agenda provides an opportunity for members of the public to address the Board on items of interest within the jurisdiction of the Board and not appearing on today's agenda. Comments relating to items on today's agenda are to be taken at the time the item is heard. Pursuant to the Brown Act, no action shall be taken by the Board on public comment items.

ACTION

1. 2nd Quarter Work Program Update and Amendment (page 3)

2. Amend FY 07/08 Budget to Include Consultant Contracts for Poseidon Resources Phase One (Planning) (page 20)

3. Committee Roster for 2008 (page 24)

4. Contract for Architectural Services for Replacing Park Office (page 26)

5. Sikes Adobe Historic Farmhouse Acquisition (page 44)

6. “River Park” Equestrian Center (page 45)
INFORMATION

7. Coordination Reports (oral)
   a. San Dieguito River Valley Conservancy
   b. Friends of the San Dieguito River Valley
   c. Volcan Mountain Preserve Foundation

8. Status Reports (Oral)
   a. River Park Projects:
      i. Sikes Adobe Historic Farmstead
      ii. Lake Hodges Bike Ped Bridge
      iii. Coastal Trail/Treatment Ponds
      iv. Pamo Valley Trail
      v. Heritage Trail Link
   b. Rancho Santa Fe Polo Club

9. Jurisdictional Status Reports

   An opportunity for the Board members to report on actions taken within their jurisdictions to
   further the park planning process, or on problems which have arisen.

10. Communications

THE NEXT REGULAR JPA MEETING IS SCHEDULED FOR FRIDAY, MARCH 21, 2008.

If you have any questions, please call Dick Bobertz at (858) 674-2270.

****Due to the high cost of printing and mailing the JPA and CAC agendas, the JPA has converted
to an email distribution of both agendas. Please advise the office at 858 674-2270 if you do not have
an e-mail address and want other arrangements will be made. Full packets will continue to be mailed
free of charge to JPA and CAC members upon request. For others, the cost of the full agenda, with
backup material, is $45 per year, and the cost of the agenda without backup material is $10 per year.
The agenda and minutes are available at no cost on the San Dieguito River Park web site at
www.sdrp.org
TO: JPA
FROM: Staff
SUBJECT: 2nd Quarter Work Program Update and Amendment

RECOMMENDATION:
Amend FY 07/08 Work Program to Include Fire Recovery Efforts and Poseidon Resources Planning project.

SITUATION:
A. Summary and Recommendation

Attached is the 2nd Quarter Update for the FY 07/08 Work Program. New items are in bold. Two major items that were not known when the Work Program was initially approved was the need to adjust work efforts to accommodate fire recovery and rebuilding, and the new wetland planning effort with Poseidon Resources. These two items have been added to the attached update and staff recommends that your Board amend the Work Program to incorporate these items.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
2nd Quarter Update, FY 07/08 Work Program
The JPA’s first priority is the preservation and acquisition of land. All other activities, notwithstanding their importance, are secondary.

River Park Goals:
1. Preserve Habitat and Natural Open Space
2. Provide Public Access
3. Provide Education, Interpretation, Outreach for the Public
4. Preserve Cultural Resources
5. Partner with Other Entities to Accomplish Goals
6. Be Stewards of the Land
7. Build River Park Endowment Fund for Lasting Legacy

This Work Program is intended to implement these goals. The layout of the Work Program shows how each of these goals are being implemented through various tasks, the status of those tasks, and which specific tasks have been accomplished in the current year.

### GOAL 1. PRESERVE HABITAT AND NATURAL OPEN SPACE

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Tasks</th>
<th>Status</th>
<th>ACCOMPLISHED IN FY 07/08</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Seek funding for priority acquisitions via grants, mitigation and special legislation.</td>
<td>Monitor funding programs and submit applications. Also see 5.4</td>
<td>Negotiation ongoing for two parcels comprising 31 acres of mitigation property.</td>
<td>154-acre former TET parcel in Del Dios Gorge acquired</td>
</tr>
<tr>
<td>1.2 Encourage and support local and state bond act legislation and other legislation for park and open space purposes.</td>
<td>Monitor proposed legislation</td>
<td>Evaluation of potential for PRC 5506.3 or other local funding source to provide open space funding ongoing.</td>
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<td>1.3 Continue specific acquisition program for funds identified for the San Dieguito River Corridor, working with Wildlife Conservation Board and/or other agencies, using previously developed list of priority parcels for future acquisition from willing sellers, consistent with the JPA’s land acquisition policy and procedures.</td>
<td>Work with San Dieguito River Valley Conservancy to refine joint list of priority parcels for future acquisition and pursue Acquisition Program, consistent with the JPA’s policy and procedures on land acquisition.</td>
<td>Acquisition Program approved by JPA Board 10/19/01, updated 11/15/02. Negotiations with potential sellers ongoing.</td>
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<tr>
<td>1.4 Work with San Dieguito River Valley Conservancy to facilitate private foundation sources for land acquisition.</td>
<td>Seek donations of land, gifts, bequests, etc., working with the San Dieguito River Valley Conservancy.</td>
<td>Coordination of potential acquisitions ongoing.</td>
<td>Four ¼ acre parcels on south bank of San Dieguito Lagoon acquired by SDRVC</td>
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<td>Objectives</td>
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<td><strong>GOAL 2. PROVIDE PUBLIC ACCESS</strong></td>
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<td>2.1 Secure grants and other funding for park improvements, including design and construction of trails and staging areas, and universal access.</td>
<td>Monitor available grant programs and submit applications.</td>
<td>Applied for $1,215,718 from Poseidon Resources for coastal habitat enhancement projects to implement wetland projects in the lagoon.</td>
<td>Entered into agreement with Poseidon Resources for reimbursement of planning costs for 37-acre mitigation project in San Dieguito Lagoon</td>
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<td>Applied for $369,000 from the State Park &amp; Recreation Dept. for Del Dios Gorge Trail construction.</td>
<td>$550,000 received from State Water Resources Control Board for Coastal Wetland Runoff Treatment Ponds and Trail Segment in San Dieguito Lagoon</td>
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<td>$313,000 received from State Resources Agency for installation of the Del Dios Gorge Trail’s steel truss bridge.</td>
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<td>$147,000 Donation received through SDRVC for Pamo Valley Trail gap and for link connecting C to C Trail with Heritage Estates Trail in Poway</td>
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<td>$100,000 contribution made by Pardee to City of San Diego for El Camino Real Wildlife &amp; Trail undercrossing</td>
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<td>$30,000 raised by the “Donate a Plank” fundraising program of Del Mar Rotary and SDRVC for trails and interpretive signs in the lagoon area.</td>
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<td>$1.875 million awarded by SANDAG for Lake Hodges Bike/Ped Bridge along with $1.622 million from State Resources Agency bringing total project funding to $9,908,000.</td>
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<td>$40,000 worth of volunteer labor performed by Del Mar Rotary to complete boardwalk construction.</td>
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<td>$28,500 received from San Diego Conservation and Stewardship Program and $3000 matching funds from SDRVC for engineering study for Del Dios undercrossing.</td>
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<td>$30,000 provided by SDRVC for a Clevenger Canyon Trail Linkage Study</td>
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<tr>
<td>2.2</td>
<td>Complete Coast to Crest Trail, focusing on section from coast to Lake Sutherland</td>
<td>• Secure trail easements over private parcels for critical links of Coast to Crest Trail</td>
<td>• Preliminary study compiling all existing easements completed.</td>
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<td>• Align, design and construct Del Dios Trail segments</td>
<td>• Engineering design complete; County permit issued.</td>
<td>• Completed Gap Analysis with Trails Committee</td>
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<td>• Coordinate with City of San Diego on trail under and in vicinity of replacement El Camino Real Bridge, now being designed, including trail cantilever proposed for bridge</td>
<td>• Grant to fund construction of retaining walls necessary to complete Del Dios Trail applied for (see 2.1)</td>
<td>• 180-foot-long Steel prefab bridge installed</td>
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<td></td>
<td>• Construct coastal trail (between Jimmy Durante Blvd. and Horse Park)</td>
<td>• Ongoing participation in Via de la Valle/El Camino Real Task Force</td>
<td>• One-mile trail from Lemon Stand to DD Bridge completed by rangers and volunteers.</td>
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<td>• Implement staging (visitor parking) and/or picnic areas at appropriate locations</td>
<td>• Contract awarded for I-5 undercrossing and segment of trail across water treatment ponds, and water treatment ponds; construction ongoing.</td>
<td>• 1200 foot Boardwalk installed</td>
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<td></td>
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<td>• Segment of trail between Boardwalk and I-5 undercrossing under construction by 22nd District Agricultural Association.</td>
<td>• Mitigation Program approved by Coastal Commission</td>
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<td>• Identifying location in coastal area near planned boardwalk outside of wetland jurisdiction for staging area.</td>
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<tr>
<td>• Coordinate with County and City staff to identify trail alignment in Artesian Road/San Dieguito Road area as west extension of Crosby Estate Trail.</td>
<td>• Working with County and SDGE for trail easement in power line right-of-way. • Working with County for trail easement as new development projects are submitted.</td>
<td>Staging area established at east end of Crosby Estate for Santa Fe Valley Trail and Del Dios Gorge Trail.</td>
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<td>• Implement Pamo Valley Trail section with grant funds from SDRVC</td>
<td>• Conducting field work, preparing site plan, coordinating with City of San Diego, property owner</td>
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<tr>
<td>• Implement Heritage Trail link between Coast to Crest Trail and Poway across Highland Valley Road</td>
<td>• Conducting field work, preparing site plan, coordinating with City of San Diego, property owner</td>
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</tr>
<tr>
<td>2.3 Conduct and maintain trail user surveys and counts, and enter information into computer database.</td>
<td>Identify volunteer or student intern to enter information into computer database and produce charts depicting usage patterns</td>
<td>Volunteer patrol collection of information is ongoing</td>
<td></td>
</tr>
<tr>
<td>2.4 Construct Lake Hodges Bicycle/Pedestrian Bridge and Bike Path Connections</td>
<td>• Complete environmental documentation</td>
<td>FHWA approved Categorical Exclusion • MND approved.</td>
<td></td>
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<tr>
<td>• Complete engineering designs</td>
<td>• 100% designs complete, secured grading permit approval from City of San Diego, Encroachment permit from Caltrans and lease from City of San Diego. Second phase of construction underway.</td>
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<td>• Secure additional funding</td>
<td>• Seeking funding source or contributions for estimated $550,000 needed to complete bridge</td>
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<tr>
<td>• Secure required state, local and federal permits</td>
<td>Done.</td>
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<tr>
<td>• Construct Phase One (south abutment) Feb 07-May 07</td>
<td>Phase One: South abutment (in Caltrans right-of-way) completed.</td>
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<tr>
<td>• Construct Phase Two Sept 07-May 09.</td>
<td>Phase Two: North abutment and piers under construction.</td>
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### Objectives

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| 2.5        | Distribute trail access information | • Prepare Trail Maps for new trails.  
• Post trail information and/or maps on website | • Ongoing, in coordination with SDRVC  
• Ongoing |
| 2.7        | Ensure that trails are safe for park visitors. | • Provide for regular Volunteer and Ranger Patrol | Ongoing |
|            |                                                 | • Provide for radio and GPS access between volunteer patrol, rangers and emergency services. | Ongoing |
|            |                                                 | • Prepare plan for emergency and paramedic access for trails under SDRP jurisdiction | Safety contingency plan flyers produced and distributed |

### GOAL 3. PROVIDE EDUCATION, INTERPRETATION, OUTREACH FOR THE PUBLIC

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<tr>
<th>Objectives</th>
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</table>
| 3.1        | Secure grants and other funding for interpretive facilities and programs. | Monitor funding programs and prepare applications | Seeking additional funds to complete Sikes Adobe Creamery restoration.  
• $10,000 grant awarded by Supv. Slater-Price for Sikes Adobe Creamery Restoration.  
• $10,000 grant received by SDRVC from Metropolitan Water District for Native Plant/Waterwise Programs and Brochure |
| 3.2        | Restore Sikes Adobe Farmhouse for use in docent-led tours for public | • Furnish Farmhouse with appropriate furnishings | Colonial Dames of America commissioned reproduction of period wallpaper.  
Installation completed March 2007.  
• Scout built raised bed for kitchen and berry gardens. |
<p>|            |                                                 | • Implement period gardens | Working to identify and enter into agreements with responsible parties to assume care of the gardens. |
|            |                                                 | • Provide educational programs | Conducting docent-led tours on weekends and by appointment |</p>
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<tr>
<td>3.3</td>
<td>Design and construct a River Park Interpretive Center in San Pasqual Valley area.</td>
<td>• Conduct site selection study with CAC and community planning groups for San Dieguito River Park Visitor Center in San Pasqual Valley</td>
<td>Pending staff time</td>
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<td></td>
<td>• Prepare master plan/site plan for San Dieguito River Park Visitor Center in San Pasqual Valley</td>
<td>Pending identification of funding</td>
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<td>• Develop needs program including projected size and costs for future Visitor’s Center.</td>
<td>Research of other facilities in region ongoing</td>
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<td>• Seek funding for design and construction of San Dieguito River Park Visitor Center in San Pasqual Valley</td>
<td>Applied for grant from State Parks, Urban Regional Cultural Centers program; unsuccessful. Monitoring other potential fund programs, such as Prop 84.</td>
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<td>3.4</td>
<td>Market “The Painted Rocks” educational booklet.</td>
<td>Ongoing. Booklet has been purchased for all 3rd Grade Classes in San Diego Unified School District.</td>
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<td>Distribute booklet to sales venues, including school districts and teachers, and put informational flyers about it in park kiosks</td>
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<td>3.5</td>
<td>Enhance public awareness of natural and cultural resources in the river valley.</td>
<td>Ongoing. New Mule Hill Trail provides interpretation about historic features and agriculture.</td>
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<td>• Place interpretive signage at appropriate locations along the River Park trails.</td>
<td>Signage for San Pasqual Valley Trail about invasive plants, biodiversity, and history of the area being developed with funds from Lepidium removal grant.</td>
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<td>Signage on Del Dios Trail and Santa Fe Valley Trail being developed.</td>
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- **Restore Farmhouse exterior and grounds**
- **Reconstruction of historic creamery outbuilding in progress.**
- **Working with Escondido Kiwanis to install picket fence.**
- **Secure rights to site with City of San Diego via long-term lease, purchase or land-swap**
- **Purchase of 5.742 acre site ongoing.**
- **Escondido and Rancho Bernardo Sunrise Rotary Clubs rebuilt well and installed period windmill.**
- **San Diego City Council approved purchase on 2/5/08**
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<tr>
<td>• Prepare Interpretive Program/Map for the Coast to Crest Trail for internal use in determining where and what type of interpretive signage should be located along the trails</td>
<td>Ongoing.</td>
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<td>• Provide enrichment training for existing Volunteer Patrol</td>
<td>Ongoing.</td>
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<td>• Continue conducting work parties that incorporate interpretive education</td>
<td>Ongoing. See 3.7</td>
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<td>3.6</td>
<td>Explore feasibility of agricultural education program.</td>
<td>Coordinate with County Farm Bureau.</td>
<td>Ongoing</td>
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</tbody>
</table>
| 3.7 | Continue and expand River Park visibility in the river valley. | • Continue Volunteer Program (as well as Rangers) to monitor park trails, provide information to Park visitors and give Park greater visibility to public.  
• Host weekly volunteer or recreational activities including Jr. Naturalist program Watershed Awareness programs, photography and stargazing programs, trail maintenance and habitat restoration work parties, kayak rides, horseback rides, etc.  
• Consider publishing promotional material that would be of interest to tourists, such as “deck of cards” featuring pictures of the park or booklets about SDRP | • Ongoing  
• Ongoing  
Ongoing |
| 3.8 | Report regularly to Board and public on Work Program progress. | Provide Quarterly Work Program Status Briefings for Board/Public, and Quarterly Ranger Report | Ongoing |
| 3.9 | Continue promotion of the River Park. See 7.2. | • Continue to prepare Public Service Announcements for Radio and TV spots and press releases for Park accomplishments, hikes and activities  
• Seek media exposure on County TV Network  
• Continue to participate in National and California Trails Day and | • Ongoing  
• Ongoing |
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<tr>
<td>Earth Day activities and other fairs as appropriate</td>
<td>• Promote the River Park as a tool for outdoor education, through increased involvement in schools and use of the Ruth Merrill Children’s Interpretive Walk</td>
<td>Ongoing</td>
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<td>• Coordinate Speakers Bureau program with SDRVC.</td>
<td>Ongoing</td>
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<td>• Continue hosting regular hikes and events, adding lecture series and specially designed programs for children.</td>
<td>Ongoing</td>
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<td>• Prepare complete information packets to send out as requested, to include SDRP brochure, activity schedules, volunteer and SDRVC membership information; trail maps, and Q&amp;A about SDRP</td>
<td>Ongoing</td>
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<td>3.10 Implement Interpretive sites and facilities included in Park Master Plan for Coastal Area.</td>
<td>• Seek funding for design and construction of permanent Nature Center</td>
<td>Ongoing</td>
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<td>• Design and construct Grand Avenue Overlook Interpretive Site</td>
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<td>• Seek funding for Interpretive Panels</td>
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<td>• Seek funding for Mesa Loop Trail</td>
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<td>• Work with 22nd DAA to secure route for Coast to Crest Trail through Horsepark.</td>
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<td>• Designs complete as far as can be done until SCE Wetland Restoration Project is implemented. Three interpretive panels installed by Friends/Lagoon Committee</td>
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<td></td>
<td>• Ongoing</td>
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<td>• On hold</td>
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<td>• Ongoing</td>
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<td>3.12</td>
<td>Conduct annual River Park event.</td>
<td>Multiple programs, including bus tours of lagoon area (with FSDRV); “Saturday Morning at Sikes”; “Art in the Park” and stargazing and photography classes are being held to respond to a variety of public interests.</td>
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**GOAL 4. PRESERVE CULTURAL RESOURCES**

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<thead>
<tr>
<th>4.1</th>
<th>Secure grants and other funding for preservation and restoration of cultural and historical resources</th>
<th>Monitor available programs and prepare applications</th>
<th>Ongoing</th>
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<tbody>
<tr>
<td>4.2</td>
<td>Utilize existing funding sources to prepare a restoration plan for Sikes Adobe and seek additional grants to restore the structure.</td>
<td>Monitor available programs and prepare applications</td>
<td>• Used Community Enhancement Program grant funds to secure building permit to restore creamery, purchase materials, and install footings. See 3.2</td>
</tr>
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<td>4.3</td>
<td>Secure funding for rock art replica (per Piedras Pintadas Cultural Resource Management Plan) in Bernardo Bay Natural Area</td>
<td>Monitor available programs and prepare applications</td>
<td>Ongoing</td>
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**GOAL 5. PARTNER WITH OTHER ENTITIES TO ACCOMPLISH GOALS**

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<tr>
<th>5.1</th>
<th>Concept Plan adoption by all member agencies.</th>
<th>Updated plan was approved by JPA Board in 2002. Concept Plan accepted by City of San Diego, 6/25/06</th>
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<tbody>
<tr>
<td>5.2</td>
<td>Improve signage, trails and staging improvements in Cleveland National Forest and City of San Diego areas.</td>
<td>Coordinate with City of San Diego, Cleveland National Forest, Ramona Trails Association and others</td>
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<td>5.3</td>
<td>Review all significant projects proposed within the member jurisdictions for consistency with Park goals and objectives.</td>
<td>Monitor development proposals from member jurisdictions.</td>
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<td>5.4</td>
<td>Work with property owners as they plan projects to include land dedication of easements, trails and</td>
<td>• Work with Polo Club to restore trail segment</td>
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<tr>
<td>Objectives</td>
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<tr>
<td>project design compatible with the park</td>
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</table>
| 5.5 Implement the Park Master Plan for the Coastal Area. Also see 2.2 and 3.10. | • Work with all interested parties including Cities of Del Mar and Solana Beach, 22nd District Agricultural Association, resource agencies, trail user groups and community representatives.  
• Work with SCE to provide signage and other information to inform the public about the restoration project. | Ongoing.  
Public information meeting was held 11/14/07 at Power House Community Center |
| • Work with Poseidon Resources to develop concepts for 37-acre tidal wetland creation outside of SCE project area. | Feasibility analysis will be completed in early April |
| 5.6 Develop incentives for Park Partners. | Coordinate with SDRVC. | Ongoing |
| | | |
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| | | |

• SCE Project grading reached 70% completion.  
• A $1,264,284 contract was awarded and construction begun on water quality treatment ponds, I-5 trail undercrossing and trail segment south of San Andreas Drive.  
• The North Bank Re-Vegetation project was begun by the San Dieguito River Valley Conservancy on the river bank between Jimmy Durante and I-5.  
• Seven bus tours of the ongoing project were conducted by the Friends of the San Dieguito River Valley, accommodating over 250 people.
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<th>Objectives</th>
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<tr>
<td>5.7 Explore feasibility of a water quality monitoring or similar project.</td>
<td></td>
<td>Ongoing</td>
<td></td>
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<td>5.8 Coordinate programs with SDRVC</td>
<td>See 1.3, 1.4, 5.6, 7.1</td>
<td>Ongoing</td>
<td></td>
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<tr>
<td>5.9 Work with other agencies on planning management responsibility for lands within the River Valley.</td>
<td>• Work with CDFG and County Parks on management plan for Rutherford Ranch/San Felipe Valley</td>
<td>• Ongoing.</td>
<td></td>
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<td></td>
<td>• Seek to manage, when appropriate, properties in the River Valley that are owned by other entities.</td>
<td>Acceptance of management of former The Environmental Trust properties ongoing</td>
<td>See 1.1</td>
</tr>
<tr>
<td></td>
<td>• Work with County Parks on management plan for Santa Ysabel Ranches</td>
<td>• Ongoing.</td>
<td></td>
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<td></td>
<td>• Work with CDFG and City of San Diego re Boden Canyon management plan</td>
<td>• On Hold</td>
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<td></td>
<td>• Enter into a MOA with City of San Diego Water Department that sets forth each agency’s responsibilities for trail and facility maintenance on Water Department property in the Lake Hodges/San Pasqual Valley area. Prepare signage clearly indicating joint facilities.</td>
<td>• Under review by Water Dept.</td>
<td></td>
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<td></td>
<td>• Work with City of San Diego on Resource Management Plan for San Pasqual Valley</td>
<td>• Ongoing</td>
<td></td>
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<td></td>
<td>• Explore future planning and/or management plan for Pamo Valley with City of San Diego to identify areas that should be preserved as open space</td>
<td>• Ongoing</td>
<td></td>
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<td></td>
<td>• Transfer Arkansas Canyon property to CDFG under Board-approved conditions.</td>
<td>• Discussions ongoing.</td>
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<td>Objectives</td>
<td>Tasks</td>
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</table>
| 5.10 Coordinate with other agencies on trail connections between the Coast to Crest Trail and other trail systems and park facilities | • Coordinate with City of Poway on connection between SDRP and Blue Sky Ranch  
• Coordinate with County on Escondido Creek connection and Ramona Grassland connection  
• Coordinate with Anza Borrego State Park and State Parks for PCT connection  
• Work with City of San Diego and County on adoption and implementation of regional trail plans. | • Ongoing.  
• Ongoing  
• Ongoing  
• Coordinating with Trans-County Trail Joint Agency Planning Committee. |
| 5.11 Share available information with other entities, using most technologically efficient methods. | • Seek to go online to County Accounting system, with goal of streamlining claim process and more ready access to accounting information.  
• Improve database system to make information more accessible, user-friendly and useful (i.e., track event signups and volunteer hours).  
• Establish Geographic Information System (GIS) on office computer to facilitate parcel information and mapping, and trail mapping, sharing SANDAG, SANGIS and County resources where feasible. | • County Accounting System is online via Intranet, and available to JPA  
• Installation complete; training ongoing |
<p>| 5.12 Coordinate with national land conservation organizations. | Work with Trust for Public Land and The Nature Conservancy on land acquisition programs. | • Ongoing. |
| 5.13 Partner with other agencies, associations or organizations to offer enrichment and training opps for docents and volunteers. | Establish relationships and contacts within agencies, associations or organizations with compatible goals to the River Park’s goals. | • Ongoing. |</p>
<table>
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<tr>
<th>Objectives</th>
<th>Tasks</th>
<th>Status</th>
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</table>
| **6.1** | Protect and restore biological resources in the river valley. | - Apply for grants and other funding.  
- Implement habitat garden at Highway 78/Bandy Canyon Staging Area  
- Develop biological baseline information for new acquisitions. | - Ongoing.  
- Receiving annual income from endowment funds and SDRVC to manage Bernardo Mountain and other parcels.  
- SDRVC received $19,350 from the Southern Calif. Wetlands Recovery Project to restore habitat on North Bank of San Dieguito River in Del Mar.  
- Habitat Restoration Project started. |
| **6.1.1** Control Invasive Species | Develop comprehensive plan for invasive species eradication.  
Implement existing Lepidium removal grant.  
Seek additional grants for invasive weed removal.  
Restore ponds at Habib property to reduce bullfrog problems. | - Ongoing  
- Joint application submitted for multi-watershed invasive control program to IRWMP |
| **6.2** | Participate in regional habitat and watershed planning and implementation, and habitat restoration planning, as it relates to the river valley. | Co-chair San Dieguito Watershed Council with SDRVC to implement San Dieguito Watershed Management Plan. | - Ongoing  
- Resolutions of support obtained from Cities of Del Mar, Solana Beach, Poway and Escondido |
<table>
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<tr>
<th>Objectives</th>
<th>Tasks</th>
<th>Status</th>
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<tbody>
<tr>
<td>6.3 Create detailed Master Plans for the landscape units in the FPA</td>
<td>Monitor and patrol to assess maintenance concerns at staging areas, trails and open space areas. See 3.7</td>
<td>Pending identification of funding.</td>
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<td></td>
<td>Clean and maintain park facilities, such as repair fences, empty trash cans, replace signs.</td>
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<td>Close staging areas on weekend evenings to deter dumping.</td>
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<td>Recruit and train volunteers, including scouts, students and NCCC, for trail construction, sign and fence building, trail rehabilitation, maintenance clean-up, revegetation projects, graffiti removal, habitat restoration and other projects.</td>
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<td></td>
<td>Continue to supervise volunteer and paid work crews on maintenance and trail improvements</td>
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<td></td>
<td>Create “Land Management Tracking” Database for improved recordkeeping of management properties and associated funds.</td>
<td></td>
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<td>6.4 Maintain River Park property and facilities.</td>
<td>Ongoing</td>
<td></td>
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<td></td>
<td>Ongoing</td>
<td></td>
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<td></td>
<td>Ongoing; investigating use of automated gates.</td>
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<tr>
<td></td>
<td>Recruit and train volunteers, including scouts, students and NCCC, for trail construction, sign and fence building, trail rehabilitation, maintenance clean-up, revegetation projects, graffiti removal, habitat restoration and other projects.</td>
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<td>Continue to supervise volunteer and paid work crews on maintenance and trail improvements</td>
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<td></td>
<td>Create “Land Management Tracking” Database for improved recordkeeping of management properties and associated funds.</td>
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<tr>
<td>6.5 Implement mitigation for Mule Hill/San Pasqual Valley Trail</td>
<td>Create 0.6 acres of wetlands</td>
<td>Identified site (Cloverdale Creek) in San Pasqual Valley that meets Resource Agency requirements; Working on agreement with City of San Diego Water Department to provide mitigation they need as well as what SDRP needs in exchange for use of Water Dept. property.</td>
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<tr>
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<td>Bookkeeper hired to create database</td>
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<td>Objectives</td>
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<tr>
<td>6.6</td>
<td>Develop needs based formula for number of rangers, maintenance workers, docents and volunteer patrolmembers, based on number of miles of trail and/or acres of open space.</td>
<td>Review available programs and other agency procedures.</td>
</tr>
</tbody>
</table>
| 6.7        | Fire Recovery | • Restore park structures and equipment  
• Restore trails  
• Restore habitat | Working with insurance agency, FEMA and other agencies and contributors |

- The San Dieguito River Valley Conservancy provided executive staff time to coordinate with FEMA.
- Contributions of office furniture, tools and cash equivalent to over $30,000 received.
- The River Park Administrative and Ranger offices were temporarily reestablished in the City of San Diego Water Reclamation facility on Highland Valley Drive.
- The remaining adobe walls of the Sikes Adobe were stabilized through contributions of labor by the original Sikes restoration contractor, Mark Sauer.
- The Lake Hodges North Shore Trail and western Mule Hill Trail were cleared of after-fire conditions endangering public safety and reopened to the public.
<table>
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<th>Objectives</th>
<th>Tasks</th>
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<th>ACCOMPLISHED IN FY 07/08</th>
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<tbody>
<tr>
<td><strong>GOAL 7. BUILD RIVER PARK ENDOWMENT FOR LASTING LEGACY</strong></td>
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<tr>
<td><strong>7.1</strong> Secure an $11.5 million endowment by 2020.</td>
<td>• Work with Endowment Committee to develop program to achieve endowment target</td>
<td>Ongoing</td>
<td></td>
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<td></td>
<td>• Work with member agencies to continue the annual endowment contributions</td>
<td></td>
<td>Balance as of 12/31/07: $2,013,679</td>
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<td></td>
<td>• Work with San Dieguito River Valley Conservancy to expand their fundraising programs to include the River Park’s Endowment Fund</td>
<td>Ongoing</td>
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<tr>
<td><strong>7.2</strong> Increase Park profile in the community and media to reach potential donors and promote Park.</td>
<td>• See 3.9</td>
<td>Ongoing</td>
<td>• 58 newspaper articles published on the Boardwalk, wetland restoration project, Lake Hodges Bridge, Del Dios bridge, Rancho Guejito, River Park events, and fire recovery.</td>
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<td></td>
<td>• Work with SDRVC to install directional and monument signage at key locations</td>
<td>Ongoing</td>
<td>• 7 TV reports on the Boardwalk, North Bank Restoration Project, Lake Hodges Bridge and Fire Recovery</td>
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<td>• 2 Radio reports on River Park and Lagoon</td>
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<tr>
<td><strong>7.3</strong> Plan for future by assessing future operational needs and consider funding options in addition to Endowment Fund.</td>
<td></td>
<td></td>
<td>Prepared “Needs Assessment” document that compares how other similar agencies are funded, and evaluates options for additional River Park funding.</td>
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TO: JPA

FROM: Staff

SUBJECT: Poseidon Resources Feasibility Analysis Consulting Contracts

RECOMMENDATION:

Amend FY 07/08 Budget to Include Poseidon Consulting Contracts and authorize Executive Director Dick Bobertz to execute contracts for consulting services.

SITUATION:

A. Summary and Recommendation

At your Board’s last meeting, you approved a Reimbursement Agreement with Poseidon Resources, Inc., whereby Poseidon will reimburse the JPA for its own staff time and for hiring consultants to prepare planning documents for the creation of 37 acres of wetlands at the San Dieguito Lagoon. After that meeting, Poseidon and JPA staff recruited a team to prepare a Feasibility Analysis as the first step in the planning process. Attached are the proposed Scope of Work and Cost Proposal. Staff recommends that your Board amend the FY 07/08 Project Budget to include $139,382 for this purpose, and authorize Executive Director Bobertz to execute contracts for the attached subconsultant proposals. These funds will be reimbursed by Poseidon Resources, under the terms of the Reimbursement Agreement.

B. Citizens Advisory Committee Recommendation – This budget and administration item has not been reviewed by the CAC, but the CAC has been briefed on the concepts for the Poseidon project.

C. Issues – No issues have been identified.

ALTERNATE ACTIONS

1. Amend the budget and approve consulting contracts
2. Do not amend the budget or approve consulting contracts and give staff other direction.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
Scope of Work and Cost Proposal for Feasibility Analysis
Feasibility Analysis
Creation of 37 Acres of Tidal Wetlands at San Dieguito Lagoon for Poseidon Resources
Scope of Work and Cost Proposal

Poseidon Resources proposes to create a 37-acre tidal wetland restoration site at the San Dieguito Lagoon. The concept that this study will analyze is a proposed tidal basin in the southeast area of the lagoon area, north of the river, to be called “W19”. The purpose of this scope of work and cost proposal is to develop a Feasibility Analysis that considers all relevant biological design, environmental and regulatory considerations, and tidal and fluvial hydrological analysis. In addition the scope of work provides for coordination with the adjacent Southern California Edison project, and will provide a cost estimate for the completed tidal wetland restoration project and a timeline from this point to completion of construction.

Timeline: A draft report will be prepared four weeks after Notice to Proceed. At that time, a meeting with the team and with Poseidon will be held to review the findings of the draft report, and make adjustments as necessary. The Final Report will be prepared four weeks after the Draft Report Meeting.

Cost: $139,382

Team:

Chris Nordby, Tierra Environmental, wetland biologist, will be the lead writer on the Feasibility Analysis.
Mark Carpenter, KTU+A Landscape Architects
Dr. Scott Jenkins, tidal hydrology
Dr. Howard Chang, fluvial hydrology
Shawna Anderson, San Dieguito River Park, Environmental Planner
Susan Carter, San Dieguito River Park, Project Manager

Detailed proposals from each of the team members are attached, and summarized here:

Tierra Environmental - $15,825
Prepare conceptual wetland restoration plans, including area of created tidally-influenced wetlands; quantity of sediment to be excavated; disposal options; planting plan; long-term monitoring and maintenance plan, identify required permits in consultation with SDRP, develop project timeline, develop project costs, coordinate efforts of other team members and produce draft plan document, coordinate with SCE.

KTU+A - $24,032
KTU+A will develop a mitigation concept for site W19 that meets or exceeds Poseidon’s mitigation needs of 36.8 acres of tidal wetlands. As part of this effort, existing and proposed 3D landform models will be developed to help visually present the concept and calculate grading cut/fill quantities. Per Scott Jenkin’s request at our project scoping meeting, KTU+A will provide 0.5-ft contours of the proposed concept to him in DWG format for inclusion into his tidal dynamic model(s). KTU+A will develop a set of habitat polygons to better represent the habitat distribution than purely tidal elevation breaks. KTU+A will assist Tierra Environmental by providing basemaps for environmental fieldwork and subsequent digitizing of information into a GIS database for use within the project. KTU+A will also develop biological report figures for Tierra Environmental related to the Feasibility Assessment.
Dr. Scott Jenkins - $36,525

- The tidal hydraulics and littoral transport of the San Dieguito Lagoon system with the W-19 tidal basin will be evaluated using the finite element model TIDE_FEM-2 and its complementary littoral transport model SEDXPORT. These numerical model computations will determine:
  - Total acreage of tidal inundation in the W-19 basin sub-divided among various habitat types based on hydroperiod function analysis. This analysis will include climate effects on sealevel due to both ENSO cycles and global warming.
  - Residence time of watermass in tidal basin W-19.
  - Potential tidal scour of tidal channels feeding the W-19 basin or any other tidal channel in the lagoon system.
  - Deposition rates of fine-grained river wash load in tidal basin W-19.
  - Increases of tidal prism to the restored San Dieguito Lagoon system and reductions inlet sedimentation rates (and associated reductions in inlet maintenance costs) due to the addition of the W-19 tidal basin.

Dr. Howard Chang - $50,000

River modeling study will be employed to determine the feasibility of wetland creation and to design the wetland configuration. In order to address the issues listed above, the study will produce the necessary information for the river channel, including:

1. Flood level
2. Flow velocity
3. Channel bed scour
4. Sediment delivery along the channel and to the beach

San Dieguito River Park $13,000

Environmental and Regulatory Review

The feasibility analysis will include a thorough review of the Restoration Project Final EIR/EIS, the relevant CEQA and NEPA statues and guidelines, and the conceptual mitigation design to determine the recommended level of CEQA compliance (and NEPA, if required). This would include the recommended document type (e.g., Supplemental, Subsequent, etc.), the environmental issues that would need to be evaluated in the CEQA document, the required level of public review, a timeline for producing and processing the CEQA document, and an estimated cost.

The feasibility analysis will also identify any “red flags” that may affect the environmental compliance or timeline. Consultation with the JPA’s counsel will also be conducted to ensure that the recommended environmental compliance approach is legally sound.

The feasibility analysis will include a list of permits that would be required to implement the restoration concept W19, including 404 Army Corps, Fish & Wildlife Endangered Species Act Section 7, Fish & Game Streambed Alteration, 401 Regional Water Quality Control, local City permits, and others. We will explore whether amending existing permits already issued for the San Dieguito Wetland Restoration
Project would be feasible and the timeline involved. The feasibility analysis will include a timeline and cost for obtaining the appropriate permits.

**Project Management**
SDRP will coordinate all deliverables, and ensure the project stays within the proposed timeline and budget. SDRP will be responsible for ensuring that all potential considerations are included in the Feasibility Analysis. SDRP will be responsible for coordinating meetings with other stakeholders as needed. Three team meetings are expected.
TO: JPA

FROM: Staff

SUBJECT: Board Committee Assignment Roster

RECOMMENDATION:

Approve Board Committee Assignment Roster for Calendar Year 2008

SITUATION:

A Summary and Recommendation

At your Board’s last meeting, you requested Board members to review last year’s committee assignments and advise staff if any changes are desired. Attached is the revised committee roster based on input staff has received. There was some minor reshuffling to accommodate the changes, so please review to make sure your assignments are acceptable.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
Proposed Committee Assignment Roster for 2008
JPA AD HOC COMMITTEES, 2008

Land Use Committee
Phil Pryde
Pam Slater-Price
Betty Rexford
Scott Peters
1st Alternate: Dick Daniels
2nd Alternate: Dave Roberts

Duties: 1) Review CAC and staff recommendations on pending projects, when warranted. Make project recommendations to JPA Board.
2) Consider planning and environmental issues that relate to the San Dieguito River Park.

Acquisition and Financing Strategies Committee
Dave Roberts
Pam Slater-Price
Richard Earnest
Betty Rexford
1st Alternate: Dianne Jacob
2nd Alternate: Phil Pryde

Duties: 1) Review staff recommendations and advise staff on property negotiation. Make acquisition recommendations to JPA Board.
2) Serve as “Investment Committee”. Responsibilities as Investment Committee include review of internal and external endowment funds, preparation of annual analysis and report to the Board, and rebalancing of assets in internal fund as appropriate.

Budget/Administration/Policy Committee
Scott Peters
Dick Daniels
Richard Earnest
Dave Roberts
1st Alternate: Betty Rexford
2nd Alternate: Brian Mainschein

Duties: 1) Review draft budget and work program and present recommendations to JPA Board
2) Executive Director Performance Review
3) Make recommendations regarding standing or ad hoc committees and membership
4) Review and set JPA policies and by-laws

Wetlands Advisory Committee
Pam Slater-Price
Richard Earnest
Dave Roberts
Phil Pryde
Jacqueline Winterer, Public Member

Duties: Review and recommend policies and plans relating to the San Dieguito Lagoon Wetland Restoration Project

Representation on 22nd District Agricultural Association Master Plan Committee
Richard Earnest
Dave Roberts, Alternate
TO: JPA

FROM: Staff

SUBJECT: Contract for Architectural Services for Replacement of Park Offices

RECOMMENDATION:

Authorize Executive Director Dick Bobertz to execute contract for architectural services for the replacement of the Park offices.

SITUATION:

A Summary and Recommendation

At your Board’s last meeting, you established a new fund, “Fire Recovery Fund” and approved a budget for it that included rebuilding of the River Park offices with insurance proceeds. The first step in rebuilding will be to develop architectural drawings and obtain permits. Staff obtained two proposals for these architectural services, one from Rinehart Herbst, and the other from The Aviano Group. The insurance adjustor has determined that the Rinehart Herbst proposal is the most cost effective, and agreed to reimburse the JPA for their costs according to this proposal. Rinehart Herbst is the company that did the plans for the award-winning Strawberry Stand Wetland Learning Center. Staff recommends that your Board authorize Executive Director Dick Bobertz to execute a contract for architectural services with Rinehart Herbst for $56,740 as outlined in their proposal.

Future contracts for construction, after the plans have been completed and permits secured, will be brought to your Board for action.

ALTERNATE ACTIONS

1. Award architectural contract with Rinehart Herbst
2. Do not award architectural contract with Rinehart Herbst and give staff other direction.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:

1. Proposal from Rinehart Herbst
2. Proposal from The Aviano Group
Dick,

Here is our final revision to exhibit b, which we folded into our basic contract and titled SCOPE OF WORK.

A signed contract, titled TERMS AND CONDITIONS is required to begin, so please review our contract. The retainer of $3000 begins work and is subtracted from final billing.

Instructions to begin:
Please make two copies of this document (minus this cover letter). Send both back signed, and then we will keep one for our records, and we will send you back the second one with our signature. Make retainer check payable to Rinehart Herbst.

As requested, we are including our estimation of consultant fees, and have added some dollars to that estimate, though it is not fully researched yet. We will let you know any information when we research it with accurate information about the project, as they are important costs to consider for the project.

<table>
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<tr>
<th>Consultant</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Civil Engineer</td>
<td>4,000</td>
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<tr>
<td>Structural Engineer</td>
<td>9,000</td>
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<tr>
<td>MEP</td>
<td>5,000</td>
</tr>
<tr>
<td>Subtotal Consultant Fees</td>
<td>19,000</td>
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</table>

Thank you,

Todd Rinehart and Catherine Herbst
The project is described as a ground level, 2,400 s.f. building combining the program and functions of 2 buildings (and misc. storage sheds) burned. The major structure was a 1,600 SF house used for the administrative offices, and the other, a 500 SF wood-framed shed building for park maintenance.

Project goals include a naturally lit and secure space for working. This will include an office space, men’s and women’s restroom, outdoor gathering area, and storage. The project is assumed to be Type VB.

This description is intended as a rough outline for the scope of work to be completed by Rinehart Herbst. Described below are five phases, each consisting of a number of tasks recommended to carry out for the full (100%) scope of services:

**Feasibility Study** @ 15%
**Design Development** @ 20%
**Construction Documents + Permitting** @ 40%
**Bidding** @ 5%
**Construction Administration** @ 20%

The number of these tasks carried out may vary depending on the relevance to the project. The number of client meetings may be less depending on the success of the project’s advancement. A kick-off meeting will cover general goals, objectives, hopes and desires for the project. Work begins with a retainer fee and a signed contract.

**a. Feasibility Study** (est. 3 weeks)
- Develop building program
- Preliminary planning & zoning analysis
- Develop preliminary concept plans including existing site & context conditions, site plan, floor plans, perspectives, digital model
- Meet with City of Poway
- Two client meetings

**b. Design Development** (est. 7 weeks)
- Develop floor plan, site plan, building section, roof plan, elevations, wall sections and interior elevations
- Select and coordinate engineering consultants including Civil, MEP and structural
- Select material samples and building systems
- Prepare sketches and digital models
- Coordinate Green Building effort
- Two client meetings
c. Construction Documents + Permitting (est. 12 weeks)

Finalize architectural and technical documentation incorporating the following:
- Title sheet
- Site plan
- Code compliance plan
- Floor plans and wall types
- Furniture plans
- Enlarged restroom plan
- Reflected ceiling plan
- Wall sections
- Exterior elevations
- Interior elevations
- Finish, door, and window schedules
- Detail sheets
- Specifications

Permitting: submit construction documents to the City of Poway, obtain plan check approval and provide signed-off plans to the Contractor. The Contractor will be responsible for paying and pulling the building permit.

d. Bidding combined with
e. Construction Administration

During these phases of the project, Rinehart Herbst will act as a representative to the Owner during construction to advise and consult regarding design, construction progress and quality of work completed.

Architect shall perform the following duties:
- Project administration
- Consultant coordination
- Assist Owner in the pre-construction conference
- Review progress of the work
- Review testing and inspection reports
- Review manufacturer’s data, samples and shop drawings for compliance with design intent
- Respond to Contractor requests for information
- Issue clarification/details to drawings +/- instruction as necessary
- Project Architect will attend weekly site meetings
- Prepare and issue punch list items

Reimbursable Expenses

Reimbursable expenses are in addition to those expenses listed above + listed in the TERMS AND CONDITIONS + shall be billed to the Owner per those TERMS. Reimbursable expenses include but are not limited to:
- Photography
- Renderings
- Computer plots
- Reproductions which include plotting, blueprinting, b/w+color copies, etc.
- Presentation supplies
- Long distance telephone
- Delivery charges associated with the project
- Meetings other than those described above.
SCOPE OF WORK page three

Project Assumptions
A. The Civil, MEP and Structural Engineers, including Title 24, will be contracted through Owner and coordinated by Rinehart Herbst. Additional consultants, including forensic, environmental, and acoustical consultants may be provided by the Owner and, if the Owner requests, reviewed by Rinehart Herbst. Rinehart Herbst will coordinate with Owner’s Consultants, as necessary, for completion of the architectural work in concert with these Engineers.

B. Exterior and interior signage is not part of this fee.

C. Cost estimating will be provided by the Contractor.

D. Architectural fee to prepare LEED documentation are not included in fee.

E. Services related to specifying furniture, fixtures or specialty equipment are not part of this fee.

F. As-built drawings are not included.

G. Changes requested by the Owner after bidding due to unexpected construction costs, which result in a change in the scope of the project, shall be considered a change in services. Changes due to the value engineering process with the Contractor during the bidding phase, which do not have major impact on the design or program, are not considered a change in services.

H. The following are exclusions from our offer and would be the responsibility of the client, or charged separately as an additional service if required by the client.

- Meetings in excess of those identified herein
- Overtime due to accelerated schedule
- Change in program or scope of services
- Hazardous materials abatement
- Specification of furniture, fixtures and equipment
- Civil Engineer
- Structural Engineer
- Mechanical/Electrical/Plumbing engineer
- Title 24 energy consultant
- Charges by authorities of utilities.

Fee
For the above work, we proposed the following fees (see Fee Matrix A.1)

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility Study</td>
<td>7,650</td>
</tr>
<tr>
<td>Design Development</td>
<td>12,950</td>
</tr>
<tr>
<td>Construction Documents &amp; Permitting</td>
<td>22,210</td>
</tr>
<tr>
<td>Bidding</td>
<td>3,060</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>10,880</td>
</tr>
</tbody>
</table>

Total Fee for Rinehart Herbst $56,740
FER: Rinehart Herbst shall perform the services as outlined in the SCOPE OF WORK for the stated fee arrangement. Rinehart Herbst agrees to provide services for DESIGN FEASIBILITY, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS + PERMITTING, BIDDING, and CONSTRUCTION ADMINISTRATION.

REIMBURSABLE EXPENSES: Printing, drawings, reproducibles, etc., are in addition to the fee and billed at cost plus 10%. Travel costs for site visits, meetings and project-specific errands may be billed by Rinehart Herbst when deemed reasonable and acceptable by the Client.

BILLINGS/PAYMENTS: Invoices for Rinehart Herbst services are sent either upon percentage completions of SCOPE OF WORK services or on a monthly basis. Invoices shall be due upon receipt. If the invoice is not paid within 15 days, without waiving any claim or right against the Client, and without liability whatsoever to the Client, Rinehart Herbst may terminate the performance of the service. Accounts unpaid after this time may be subject to a monthly service charge of 2% (24.0% true annual rate) on unpaid balances at the sole election of the Rinehart Herbst.

INDEMNIFICATION: The Client shall indemnify and hold harmless Rinehart Herbst and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performances of these services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Rinehart Herbst), or anyone for whose acts any of them may be liable.

ACCESS TO SITE: Unless otherwise stated Rinehart Herbst will have access to the site for activities necessary for the performance of the services. Rinehart Herbst will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the project to both the Client and Rinehart Herbst, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Rinehart Herbst's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed our fee or $5,000, whichever is less. Such causes include, but are not limited to, Rinehart Herbst’s negligence, errors, omission, strict liability, or breach of contract or breach of warranty.

TERMINATION OF SERVICES: This agreement may be terminated by the Client or Rinehart Herbst should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Rinehart Herbst for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. Retainer will not be credited to the Client and will be considered a contract termination fee.

OWNERSHIP OF DOCUMENTS: All documents produced by Rinehart Herbst under this agreement shall remain the property of Rinehart Herbst and may not be used by the Client for any other endeavor without the consent of Rinehart Herbst.

APPLICABLE LAWS: Unless otherwise specified, this agreement shall be governed by the laws of the State of California.

Initial here: _________________(Firm) _________________(Client)
Rinehart Herbst shall perform the services outlined in this agreement for the stated fee arrangement.

**FEE:**
At this time, Rinehart Herbst agrees to provide services described in exhibit b: final revision for DESIGN FEASIBILITY, SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DRAWINGS and BIDDING/CONSTRUCTION ADMINISTRATION.

Here is the project summary as outlined in summary, exhibit b’s **SCOPE OF WORK** for the **PROJECT DESCRIPTION**:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>RETAINER</td>
<td>$3000.</td>
</tr>
<tr>
<td>DESIGN FEASIBILITY</td>
<td>(15% of fee)</td>
</tr>
<tr>
<td>DESIGN DEVELOPMENT</td>
<td>(20% of fee)</td>
</tr>
<tr>
<td>CONSTRUCTION DRAWINGS + PERMITTING</td>
<td>(40% of fee)</td>
</tr>
<tr>
<td>BIDDING</td>
<td>(05% of fee)</td>
</tr>
<tr>
<td>CONSTRUCTION ADMINISTRATION</td>
<td>(20% of fee)</td>
</tr>
</tbody>
</table>

Services described above shall be provided for the sum not to exceed $56,740. The fee shall be understood to be an estimate, and shall not be exceeded by more than 10% without written approval of the Client.

Additional services requested by the client will be billed and identified separately from the fixed fee services.

Additional services also include any submittal packages/presentations for design review committees, coastal committees and public and neighborhood agencies.

Where work beyond the **SCOPE OF WORK** is commissioned, the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time the service was rendered. This work would not happen without written approval of the Client, in the form of an additional services contract by Rinehart Herbst. The current rates are as follows:

- Principal $ 85 per hour
- Intern $ 50 per hour

This proposal is valid for 30 days from the signature date below.

Thank you,

________________________________________

<table>
<thead>
<tr>
<th>Todd Rinehart</th>
<th>Accepted by</th>
</tr>
</thead>
</table>

________________________________________

Date

---

Todd Rinehart

rinehart herbst

3534 Reynard Way, Unit C
San Diego CA 92103
T 619 295 9468

Dick Bobertz, Director

San Dieguito River Park

18372 Sycamore Creek Road
Escondido, CA 92025
T 858-674-2270
F 858-674-2280
January 25, 2008

San Dieguito River Park
18372 Sycamore Creek Rd.
Escondido, CA. 92025

Attn: Dick Bobertz, Executive Director

RE: PROPOSAL TO PROVIDE PROFESSIONAL ENTITLEMENT, ENGINEERING, SURVEY, ARCHITECTURAL, STRUCTURAL, MEP AND CONSTRUCTION SERVICES FOR THE SAN DIEGUITO RIVER PARK OFFICE – TO BE REBUILT AS A 2,500 SQ FT OFFICE WITH ATTACHED GARAGE LOCATED ON SYCAMORE CREEK ROAD IN POWAY, CA. APN: 272-150-30

Dear Mr. Bobertz:

Aviano Group is pleased to submit the attached Agreement to provide services for the above-referenced project. The attached Terms and Conditions of the Agreement between the Client and Aviano Group is being presented for your review and approval.

This Bid Proposal is based on my understanding that you desire to rebuild the 1,700 sq ft residence which was converted to an office in 1999 with a Conditional Use Permit. There was also an existing detached two car garage addressed in the CUP. Both these structures were burned down in the Witch Fire of 2007. Per our discussion you desire to expand the office space by approximately 20% and attach the two car garage to equal a total amount of 2,500 sq. ft. All bid quotes are based only on this minimal information and may be adjusted as needed.

To review our Scope of Basic Services and Fees, please see Article 2 and 3 of the Agreement. Upon your review, we will be available at your convenience to discuss any further needs or revisions you may have.

We thank you for the opportunity to provide this Agreement and look forward to working with you.

Sincerely,

AVIANO GROUP, INC.

KATIE GAYLORD
Planning Manager

CC: file
ktg
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT MADE THIS 25th day of January, 2008 BY AND BETWEEN:

San Diego River Park, hereinafter referred to as “CLIENT”
Dick Bobertz, Executive Director
18372 Sycamore Creek Rd.
Escondido, CA. 92025

AND

AVIANO GROUP, INC. hereinafter referred to as “AVIANO GROUP”
14350 Civic Dr. Suite 120
Victorville, CA. 92392

For the following Project: Re-Build of 2500 Square Foot office including with attached garage
APN: 272-150-30 8.03 Acre Parcel

The Client and Aviano Group agree as set forth below:

ARTICLE 1

AVIANO GROUP RESPONSIBILITIES

SERVICES

Aviano Group services consist of those performed by its Engineers, Architects, Employees and their Consultants as enumerated in Articles 2 through 5 of this Agreement.

Aviano Group services shall be provided in conjunction with the services of Construction Consultants, Construction Managers, Contractors, Subcontractors and/or Material and Equipment Suppliers, hereinafter collectively referred to as Sub-Contractors.

Aviano Group services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

ARTICLE 2

SCOPE OF BASIC SERVICES

DEFINITION

The Aviano Groups Basic Services for the above name project consist of those described in Article 2 and 3 and include Entitlement, Engineering, Surveying, Structural Engineering, Architecture, Electrical Engineering, Mechanical Engineering, Plumbing and Construction services.
**ENTITLEMENT**

Preliminary Research

a. Research city requirements for Development Plan submittal.
b. Review of initial project information provided by client.
c. Review of City design guidelines.
d. Review of any design drawings.
e. Initial meeting with City staff for preliminary discussion of project prior to start of project.

Preliminary Site Plan Map Coordination

a. Preliminary site plan.
b. Preliminary floor plan.
c. Preliminary exterior elevations.

Application Preparation and Submittal (Optional)

a. Complete application and acquire all signatures
b. Set appointments and meet with planning staff for review and submittal

Coordination of Conditions of Approval (Optional)

a. Review, coordinate and meet City and County conditions for project approval
b. Coordinate with Sub-Contractors for conditional approval requirements

Design Revisions as required by City DRC comments

Progress meetings as requested by Client (subject to T&M fees)

**CIVIL ENGINEERING**

Aviano Group has the standing policy to implement value engineering in every aspect of the design and throughout the preparation of each plan. This not only provides a high quality project but also promotes cost effective construction. All design is performed under the supervision of a California Registered Civil Engineer.

Research

Using Aviano Group’s developed project data report system and extensive history in the area, personal contact will be made with each governing agency.

a. A thorough site investigation will be conducted by key members of the design team to visually inspect and confirm current site conditions prior to engineering design.
b. Photographs will be taken and logged in a manner to provide an expeditious technical reference.
c. Available records and improvement plans will be studied, identifying potential concerns prior to initiating the proposed designs.
d. A project library will be established to provide an ongoing record of all materials and events affecting the project.

Conceptual Site Plan

a. Based on the provided site layout, we will prepare a Site Plan, which will be available use in initial discussions.
b. Rough curb locations and sizes will be shown.
c. Initial ADA studies will be conducted to ensure that the site will be capable of adequately dealing with access issues.
d. Sidewalks will be studied for most efficient locations.
Conceptual Grading Plan

a. Based upon your approved site plan and provided design survey, we would perform the civil engineering design and the preparation of a grading scheme for your review and/or Planning submittal.
b. Rough earthwork quantities will be estimated for permitting purposes.

Dimensional Control Plan

Based upon the approved site plan and the approved conceptual site plan, we will prepare a plan to confirm and establish site control dimensions for positioning of major site improvements and their relationship to the site's boundary.

a. A CAD generated plan clearly illustrating critical dimensions will be included in the construction documents.
b. The dimensional control plan will be distributed to you and the architect for comments and all comments will be incorporated in the Dimensional Control Plan.
c. A base sheet in AutoCAD will be made available to respective project participants for use as a universal base sheet.

Precise Grading & Drainage Plan

Based upon the approved site plan and design survey including topography, we will perform the civil engineering design and the preparation of an on-site grading plan for submittal to the City.

a. Precise finished surface grades will be illustrated by contours plotted at one-foot intervals for paving and spot grades will be plotted for concrete formwork.
b. Based on pad elevations established, the earthwork quantities will be recalculated. The grading plan will be designed to provide the most efficient balance of excavated material.
c. Careful consideration will be given to adhering to American Disabilities Act restrictions and guidelines.
d. Catch basins and laterals, if required, will be designed and specified to include connections to an existing private storm drain or drainage facility.
e. Precise quantities for the grading improvements will be determined as required.
f. Standards and details for the construction of the grading improvements will be indicated on the grading plan.
g. The grading plan will be prepared on the CAD generated base sheet of the approved site plan and conform to the requirements of the City.
h. The grading plan will be submitted to the City for review and plan check comments will be addressed to secure a grading Permit as timely as possible.
i. You must provide a current geotechnical study prior to the final grading design.

Erosion Control/NOI/SWPPP

An erosion control plan will be required to permit any construction during the rainy season from October through April, and we recommend its implementation to protect all project participants against potential damages.

a. The most efficient configuration of gravel bag dikes and/or earthen berms would be calculated to provide the necessary settling basins and velocity retarders.
b. Standards and details would be provided on the plan to protect drainage appurtenances and other improvements.
c. An erosion control plan would be prepared on the base sheet of the submitted grading plan and conform to the standards of the governing agencies.
d. We would research the necessary data to accurately complete the Application for Notice of Intent (NOI). It would be routed for signatures and submitted to the State Water Resource Control Board as required.
e. The Erosion Control Plan would be prepared to supplement a Storm Water Pollution Prevention Plan (SWPPP) if required.
f. Concrete wash basin will be delineated to show most effective use of site.

Wet Utility Plan

Aviano Group will design and prepare a plan of the wet utility systems to connect to the public mains based on the requirements for the building design demands. (This plan will show the proposed electric to the site you own adjacent to the property defined above.)
a. A plan of the sanitary sewer laterals will be plotted to serve the proposed building with connections.
b. A plan of the domestic water service will be plotted to serve the proposed building, including the required water meters and valves from the points of connection with the existing water main. The water system will be designed in accordance with the standards of the Water Department.
c. A plan of any fire service lines and fire hydrant locations will be plotted to include the required detector checks and the fire distribution system from the point of connection with the public water main.
d. Required utility easements for dedication will be shown and labeled. Where required, respective legal descriptions may be calculated and easement documents prepared with plats, however, these efforts are beyond the scope of this proposal.
e. All vertical clearances for wet utilities will be clearly labeled at each utility crossing with encasement provided as necessary. A schematic of any on-site storm drain will be shown for identification of potential conflicts.
f. Quantities for the sewer, water, and fire line improvements will be determined as required.
g. Standards and details for the sewer, water, and fire line improvements will be indicated on the utility plan.
h. The utility plan will be prepared on the CAD generated base sheet of the approved site plan and conform to the agencies of jurisdiction.
i. Progress prints will be submitted to the reviewing authority and respective utility companies for review and ultimate approval.
j. Based on the load and point of connection provided by the Architect, Aviano Group will coordinate with the gas purveyor for service and indicate gas line location on the composite utility plan.
k. All proposed underground electric utilities will be shown on the plan. This information will be provided by the CLIENT or the CLIENT's architect.
l. Cable and phone will be shown on the composite utility plan. This information will be provided by the CLIENT or the CLIENT's architect.

Coordination, Meeting Time & Permit Processing

This proposal provides for preparation of the plans and reports to governing agencies’ standards and any revisions necessary to meet design standards. It includes standard processing of the documents to obtain approvals and professional representation at team meetings to coordinate the project on an actual Time and Material basis.

SURVEYING SERVICES

Using the services of a licensed California Surveyor, Aviano Group will provide:

a. Prepare a Topographic Survey for subject property.
b. Perform discussions with the city, survey may be based on an assumed basis of bearing and vertical datum.
c. No title report will be needed as no boundary or easement info will be presented.
d. Contours and elevations will be based on an assumed vertical datum.
e. Permanent site control and benchmarks will be established for future construction work.
f. Survey shall bear Surveyors’ seal and signature as to the date and circumstances of the preparation of survey.
g. Survey shall cover the area as presented during our site visit bound roughly by the A.C. entry road, the wash, and the area near the existing water well and pump. All existing features will be noted as well as the live trees that have not been destroyed by the recent fires.

STRUCTURAL ENGINEERING

Structural Plan(s)

Based upon the approved site plan, architectural design requirements and code requirements, we will cause structural plans to be created.

a. A CAD generated plan clearly illustrating critical design and dimensions will be included in the construction documents.
b. The structural plans will be designed per the reviewing authority’s Building and Safety & code requirements.
c. A base sheet in AutoCAD will be made available to respective project participants for use as a universal base sheet.

d. OPTION: A peer review may be requested for the hotel structures.

**ARCHITECTURAL**

Aviano Group will design, draft and prepare working drawings for and coordinate changes from sample drawings and the site plan.

**Draft Working Drawings**

a. Draft and prepare a working set of drawings, coordinate any changes in discipline of two (2) times in changes as nature of work. For extra changes – they will be by an hourly rate.

b. Prepare floor plans, sections, elevations and architectural details based on client information and guidelines as needed.

c. Provide design services and prepare color/material boards.

**Coordination of Drawing Changes**

a. Prepare working drawings and coordinate any changes from sample drawings and site plan.

b. As nature of work changes coordinate any issues as needed based on client review and approval.

**MECHANICAL, ELECTRICAL, PLUMBING SERVICES**

Aviano Group will provide design of Electrical, Mechanical and Plumbing systems. The plans will include:

a. Load calculations and size of electrical service to building.

b. Panel schedules, conduit and wire size, one-line diagram, grounding details, underground trench details, and Location of receptacle, electrical fixture and lighting for public areas and guest rooms. Specialty or decorative fixtures shall be specified by CLIENT prior to project reaching the 50% completion point.

c. Provide electrical power to the building Mechanical Equipment. Mechanical equipment electrical specifications shall be provided to Aviano Group prior to the project reaching the 50% completion point.

d. Final floor plans must be received prior to project reaching the 50% completion point.

e. Calculation for size of the electrical service to the site.

f. A CAD generated plan clearly illustrating Mechanical critical design and dimensions will be included in the construction documents.
ARTICLE 3
COMPENSATION FOR BASIC SERVICES

ENTITLEMENT $ 7,500.00
CIVIL ENGINEERING $ 21,000.00
SURVEY $ 6,400.00
STRUCTURAL ENGINEERING $ 8,500.00
ARCHITECTURAL SERVICES $ 32,000.00
MECHANICAL/ELECTRICAL $ 13,000.00

SUB-TOTAL $ 88,400.00

CONSTRUCTION
COMPLETE FINISH OUT $ 405,000.00
Gray Shell Only ($350,000)

TOTAL OF ALL SERVICES $ 493,400.00

The total amount to be paid to Aviano Group will be **FOUR HUNDRED NINETY THREE THOUSAND FOUR HUNDRED DOLLARS ($493,400.00)**.

AN INITIAL PAYMENT OF **FOUR FIVE THOUSAND FOUR HUNDRED DOLLARS ($45,400.00)** shall be made upon execution of this Agreement and credited to the CLIENT's account towards initial Entitlement, Survey, Civil, Structural, MEP, and Architectural services. The balance of initial services in the amount of **FOURTY THREE THOUSAND DOLLARS ($43,000.00)** shall be billed in increments determined by percentage of work completed with billing and credits bi-weekly thereafter.

An additional deposit of **FOURTY THOUSAND DOLLARS ($40,000.00)** will be required prior to the construction phase. The balance of construction costs **($365,000.00)** will be billed in increments determined by percentage of work completed with billing and credits bi-weekly thereafter.

Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month or the maximum allowable by law.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Aviano Group and Aviano Group's employees and consultants in the interest of the Project, as identified in the following Clauses. All expenses will be billed at cost plus 15% as defined in this article.

Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications and fees paid for securing approval of authorities having jurisdiction over the Project.

Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents.

If authorized in advance by the CLIENT, expense of overtime work requiring higher than regular rates.

Expense of renderings, models and mock-ups requested by the CLIENT.
Expense of additional insurance coverage or limits, including professional liability insurance, requested by the CLIENT in excess of that normally carried by the Aviano Group and Aviano Group's consultants.

REIMBURSABLE EXPENSES, and any other items included herein as Reimbursable Expenses, incurred by Aviano Group, Aviano Group employees and their Sub-consultants in the interest of the Project shall be reimbursed by the CLIENT.

PAYMENTS ON ACCOUNT OF BASIC SERVICES

The described initial payment of the total Basic fees set forth is the minimum payment under this agreement.

Subsequent payments will be made based on billing and credits, at a minimum, bi-weekly basis thereafter.

If and to the extent that the time initially established in this Agreement is exceeded or extended through no fault of Aviano Group, compensation for any services rendered during the additional period of time shall be compensated according to the original agreements.

PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

Payments on account of the Aviano Group's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Aviano Group's statement of services rendered or expenses incurred.

PAYMENTS WITHHELD

No deductions shall be made from the Aviano Group's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the Aviano Group has been found to be liable.

AVIANO GROUP'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the CLIENT or the CLIENT's authorized representative at mutually convenient times.

ARTICLE 4
OTHER PROVISIONS

The services described in this Article 4 are not included in Basic Services unless so indemnified and they shall be paid for by the CLIENT as provided in this Agreement, in addition to the compensation for Basic Services. If Contingent Additional Services are required due to circumstances beyond the Aviano Group's control, they shall notify the CLIENT prior to commencing such services. If the CLIENT deems that such services are not required, the CLIENT shall give prompt written notice to Aviano Group. If the CLIENT indicates in writing that all or part of such Contingent Additional Services are not required, Aviano Group shall have no obligation to provide those services.

CONTINGENT ADDITIONAL SERVICES

Making revisions in Drawings, Specifications or other documents when such revisions are:

Inconsistent with approvals or instructions previously given by the CLIENT, including revisions made necessary by adjustments in the CLIENT's program or Project budget; except where such excess is due to changes initiated by Aviano Group in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
Requested by the CLIENT because the Contractor’s estimate of Construction Cost exceeds the CLIENT's;

Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

Due to changes required as a result of the CLIENT's failure to render decisions in a timely manner.

Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity, the CLIENT's or Contractor's schedule, or the method of bidding or negotiating and contracting for construction, except for as provided herein.

Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

Providing services in connection with evaluating substitutions proposed by Contractors and making subsequent revisions to Drawings, Specifications and other documentation resulting there from.

Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

Providing services made necessary by the termination or default of the Contractor or a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the CLIENT or a Contractor under a Contract for Construction.

Providing services in evaluating an extensive number of claims submitted by a Contractor or others in connection with the work.

Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Aviano group is party thereto.

Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

**OPTIONAL ADDITIONAL SERVICES**

Providing analyses of the CLIENT’s needs and programming the requirements of the Project.

Providing financial feasibility or other special studies.

Providing planning surveys, site evaluations or comparative studies of prospective sites.

Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

Providing services relative to future facilities, systems and equipment.

Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

Providing services to verify the accuracy of drawings or other information furnished by the CLIENT.

Providing coordination of construction performed by the CLIENT's own forces and coordination of services required in connection with construction performed and equipment supplied by the CLIENT.

Providing services in connection with the work of separate consultants retained by the CLIENT.

Providing estimates of Construction Cost.

Providing detailed quantity surveys or inventories of material and equipment.

Providing analyses of owning and operating costs.
Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

Providing services for planning tenant or rental spaces.

Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by Contractors.

Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Aviano Group practice.

Providing services as defined in “Other Conditions and Services”

ARTICLE 5
CLIENT RESPONSIBILITIES

The CLIENT shall provide full information regarding requirements for the Project, including a program which shall set forth the CLIENT’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

The CLIENT shall establish and update an overall budget for the Project based on consultation with the Contractor and Aviano Group, which shall include the Construction Cost, the CLIENT’s other costs and reasonable contingencies related to all of these costs.

If requested by Aviano Group, the CLIENT shall furnish evidence that financial arrangements have been made to fulfill the CLIENT’s obligations under this Agreement.

The CLIENT shall designate a representative authorized to act on the CLIENT’s behalf with respect to the Project. The CLIENT or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Aviano Group in order to avoid unreasonable delay in the orderly and sequential progress of the Aviano Group’s services.

The CLIENT shall retain a Contractor to administer the Project. The Terms and Conditions of the Agreement between CLIENT and Contractor shall be furnished to Aviano Group and shall not be modified without written consent of Aviano Group, which consent shall not be unreasonably withheld. The Aviano Group shall not be responsible for actions taken by the Contractor.

The CLIENT shall furnish the services of geotechnical engineers when such services are requested by Aviano Group. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

The CLIENT shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Aviano Group.

The CLIENT shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

The CLIENT shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the CLIENT may require to verify the Contractor's Application for
Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the CLIENT.

Prompt written notice shall be given by the CLIENT to the Aviano Group and Contractor if the CLIENT becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

The proposed language of certificates or certifications requested of Aviano Group or Aviano Group's consultants shall be submitted to Aviano Group for review and approval at least 14 days prior to execution. The CLIENT shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

The CLIENT shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Aviano Group's services and Work of the Contractors.

The CLIENT shall furnish Aviano Group copies of written communications with the Contractor and Contractors.

**SERVICES PROVIDED BY OTHERS**

The following items are understood to be provided by others or not required and are, therefore, beyond the scope of this proposal.

- Map with 100 Year Inundation Limits
- Outfall/Detention Pond Tail Water Analysis
- Geotechnical
- Traffic Engineering
- CC & R’s
- Drainage Study outside of proposed site
- Flood Plain Analysis
- Biological, Anthropological or Historical/Cultural
- Phase I or Phase II Studies

The above scope of work descriptions are to the best of our knowledge thorough and complete. As the work progresses through the review process, and based upon the final conditions, the scope may change (due to developer or agency request). As these changes occur, the Aviano Group will notify the CLIENT on the scope and corresponding fee change. No additional work, which will increase the fee, will be performed without CLIENT's authorization. The fees quoted herein are valid for a period of 30 days from the date heron.

San Diguito River Park

By:______________________________________________

Aviano Group, Inc.

Tammy Henzel
Comptroller

Date
TO: JPA
FROM: Staff
SUBJECT: Sikes Adobe Historic Farmhouse Purchase

RECOMMENDATION:

Authorize Executive Director Dick Bobertz to take the necessary steps to finalize the purchase of the Sikes Adobe Historic Farmhouse property.

SITUATION:

A Summary and Recommendation

At a previous meeting, your Board approved entering into a lease agreement with option to purchase with the City of San Diego for the Sikes Adobe Historic Farmhouse. The City Real Estate Assets Department and the Water Department preferred for the JPA to purchase the site directly without entering into an intermediary lease/option agreement. On February 5, 2008 the San Diego City Council approved the sale to the River Park for the appraised purchase price of $170,000, and the City has opened an escrow account. The insurance company has agreed that the insurance proceeds can be assigned to the San Dieguito River Park as one of the terms of the sales contract. The County of San Diego, at the request of Supervisor Slater-Price, has allocated $170,000 for the San Dieguito River Park to use to purchase the 5.742-acre Sikes Adobe Farmhouse site. Staff recommends that your Board authorize Executive Director Dick Bobertz to take the necessary steps to accept the $170,000 from the County, sign the purchase agreement with the City of San Diego and otherwise to finalize this transaction to purchase the Sikes Adobe Historic Farmhouse property. It may be required to advertise the purchase in the newspaper for three successive weeks pursuant to Government Code Section 25350, followed by a second hearing of your Board to finalize the purchase.

ALTERNATE ACTIONS

1. Authorize Executive Director Dick Bobertz to take the necessary steps to finalize the purchase of the Sikes Adobe Historic Farmhouse.
2. Do not authorize Executive Director Dick Bobertz to take the necessary steps to finalize the purchase of the Sikes Adobe Historic Farmhouse and give staff other direction.

Respectfully submitted,

Dick Bobertz
Executive Director
TO: JPA Board

FROM: Staff

SUBJECT: “River Park” Equestrian Center Project

RECOMMENDATION:

Send the attached letter to the City of San Diego regarding the proposed project as designed, and send a separate letter to the California Coastal Commission asking that they investigate the activities occurring on the subject property and take actions to bring the property into compliance with the California Coastal Act.

PROJECT BACKGROUND:

The subject 18-acre property is located on land formerly owned by Boudreau partially fronting on El Camino Real approximately ½ mile east of Interstate 5 within the San Dieguito River Park’s Focused Planning Area (FPA) at the eastern edge of the San Dieguito lagoon wetland restoration project (Attachment 1). The property is also located within the Coastal Zone and is subject to the California Coastal Act. The Stallions Crossing residential development is located to the south of the site. The property is located directly behind the Formosan Church site where a church has been approved but not yet constructed. It is also adjacent to a residential development project being processed at the City called Rancho Valley Farms.

In 2006, members of the CAC’s Project Review Committee (PRC), JPA staff, and other groups active in the area first noticed structures and fencing going up on the previously vacant property, and after several investigations with City of San Diego staff and Carmel Valley Planning Board members, it was eventually determined that new property owners had constructed and were operating a commercial equestrian boarding facility without any permits from the City or California Coastal Commission. They named the project “River Park” Equestrian Center. The property owners and their representatives did meet with the PRC on several occasions (March and April 2006) and listened to the PRC comments. However, no progress was made on addressing PRC/JPA staff concerns.

Eventually, the City of San Diego Attorney’s office filed an injunction against the property owners and a settlement was reached (Attachment 2, excerpts of settlement). As part of that settlement the project owners filed project plans with the City in June 2007 for a site development permit, and are under several deadlines to secure the permits. JPA staff sent a comment letter to the city in December 2007 in response to the project plans detailing concerns previously raised (see below for issues raised).

Since the project applicant submitted their plans, they have apparently conducted a land swap with an adjacent property owner (Lutheran Church parcel located directly south of the equestrian center) and now own that parcel in exchange for the parcel at the corner of Old El Camino Real and San...
Dieguito Road. According to the property owner, they also have an agreement with the Lutheran Church owner to temporarily use the corner property for equestrian operations, until such time as the church needs it. A recent visit to the area revealed that the Equestrian Center has graded and fenced the corner property for equestrian use. The project applicant is also discussing a proposal with the Formosan Church owners to share access onto El Camino Real. The status of those discussions is unknown.

**PROPOSED SITE PLAN:**

The property owners are requesting permits for a project design larger in scale than what is currently built (Attachment 3). Most of the unpermitted structures would be demolished. The project is for a commercial equestrian boarding facility for 149 horses consisting of a 2-story main stable (approximately ___ square feet) with stalls, sleeping quarters for staff, and an asphalt parking lot for ___ vehicles, and a riding arena; a second area of barn stables and asphalt parking, and turfed riding areas. The second-story portions of the barn stables would be approximately 23 feet in height. The alignment of the existing entry road to El Camino Real would be altered slightly, but would traverse the MHPA and exit where it currently exists.

**ISSUES:**

Planning Issues

Most of the subject property is within the City’s Multi-Habitat Preserve Area (MHPA). The project site is located in a sensitive area in a floodplain and wetlands (wetlands exist on the site). At least the northern half of the property is within the San Dieguito River Valley floodplain. The project site is within Subarea II of the North City Future Urbanizing Area (NCFUA) Framework Plan, which designates the property as “Environmental Tier”, which is implemented by the MSCP. Many policies within the NCFUA guide open space preservation in this area to the floodplain and Gonzalez Canyon, which is the basis for the MHPA boundary.

The site is also within the western edge of the San Dieguito River Park Concept Plan’s Landscape Unit B – Gonzales and La Zanja Canyons and adjacent to JPA- and City-owned land that represents part of the San Dieguito lagoon wetland restoration project. Because the site’s landscape composition is part of the broad river valley and because of its proximity to the lagoon, the site is closely related to Landscape Unit A – Del Mar Coastal Lagoon. The special design considerations for this landscape unit include:

- The sweeping open space views within this landscape should be protected.
- Future development should be compatible with the open space character of the lagoon area in terms of both visual compatibility and intensity of use.
- View opportunities of the lagoon and ocean from trails and existing circulation routes should be preserved and, where appropriate, enhanced.
Agenda Item 6  
February 15, 2008

- All uses adjacent to the San Dieguito Lagoon, …, should be screened from view through the installation of landscaping, and an adequate buffer, including fencing if necessary, should be provided between development and sensitive resources in order to reduce adverse impacts associated with noise, lighting, stray pets, and intensive human activity.

In addition, the JPA Board adopted the Park Master Plan for the coastal area, which establishes the wetland restoration and trail facilities in Landscape Unit A adjacent to the subject site. The River Park’s Mesa Loop Trail is proposed on the other side of El Camino Real from the project site.

Environmental Impacts to the River Valley

The property owner has had the benefit of using the property for their equestrian facilities without permits and appear to be ignoring comments from the River Park and City staff. The JPA staff, PRC, and community members are concerned about the property owner/operator’s apparent disregard for the sensitive area. This is based on eye witness accounts and photo documentation of dumping/depositing soils within the drainage area and MHPA, constructing an access road through the MHPA that exits directly onto El Camino Real, and grading/clearing habitat within the drainage and MHPA (Attachment 4).

In addition, the applicant has not applied for permits for the facility that they illegally built on the property, but for a project larger in scale and more intensive in use. They have not submitted their project to the Coastal Commission, nor has the Commission staff acted on the illegal activities occurring on the site. The site is almost entirely within the MHPA and the floodplain, and is within the open space area of Gonzalez Canyon that connects directly to the lagoon area. Finally, the project would be decided at a Hearing Officer level, which for a project that was illegally constructed in a sensitive habitat area and now is proposed as substantially more than is already built, seems inappropriate and at an insufficient level of public review.

Design Issues

The issues raised in the draft JPA letter (Attachment 5) are summarized below:

- The location of the proposed riding area in the MHPA and the Gonzales Canyon is not a “passive recreation” use and is not typically allowed by the City’s MSCP. The MHPA is supposed to remain native habitat with some allowed use such as a recreational trail. The expected high level of equestrian activity within the MHPA adjacent to the drainage will continue to cause impacts to the wetlands on the site and downstream.

- The size and scale of the commercial stables is of concern including the proposed 2-story structures, the high density of horses (149 horses) and the associated intensity of operations that occur on the site – car and truck trips, heavy equipment, maintenance activities, level of use. This level of intensity would significantly impact the MHPA.

- Impacts within the San Dieguito River Valley should be mitigated within the River Park area.
• Request to see details of the proposed runoff treatment system and monitoring plan. The concern is the project’s location and operation adjacent to an extremely sensitive wetland system that is undergoing extensive restoration.

• The asphalt-paved entry road would cut across the MHPA and a drainage that originates at Gonzales Canyon. The entry point at El Camino Real is at a dangerous blind curve. This location would legitimize the poorly-planned and executed existing access that was illegally created by the applicant in the same location. A preferred access would be to share access through the Formosan Church property to the west of the project site.

• The landscape plan should only include natives due to the sensitive nature of the area in proximity to the MHPA and lagoon.

• It is unclear whether the proposed “future public trail” referenced on the project plans actually would connect to the trail proposed on the adjacent Rancho Valley Farms project. This important trail connection will eventually connect Gonzales Canyon to the San Dieguito River Park’s Coast to Crest Trail.

CAC RECOMMENDATION:

The CAC reviewed this project at their meeting on February 1, 2008. The CAC voted in favor of recommending the JPA Board send the attached letter to the City and to send a separate letter to the California Coastal Commission requesting that they take action on the property owner to stop all activities and return the land to its original condition until the proper permits are obtained (17 in favor, 2 opposed, 3 abstentions).

ALTERNATIVES:

1. Approve staff recommendation
2. Revise attached draft letter to incorporate other issues or remove items.
3. Do not report project to Coastal Commission.

RECOMMENDATION:

Send the attached letter to the City of San Diego regarding the proposed project as designed, and send a separate letter to the California Coastal Commission asking that they investigate the activities occurring on the subject property and take actions to bring the property into compliance with the California Coastal Act.

Respectfully Submitted,
Shawna Anderson
Principal Planner

Attachments:

1. Location Map
2. Excerpts from City Settlement
3. Project Site Plan
4. Project Site Photos
5. Draft JPA Letter
but not limited to, a Coastal Development Permit, a Site Development Permit, a Conditional Use Permit (if required), and grading permits.

c. Violating the California Business and Professions Code.

COMPLIANCE MEASURES

9. Defendants shall immediately cease all commercial use of the Property until the required permits listed below have been obtained, including but not limited to, the operation of any equestrian shows or competitions, providing horse riding lessons to persons who do not own or lease a horse boarded at the Property, and providing any group horse riding lessons except to persons who lease or own a horse boarded at the Property.

10. In addition to submitting plans, pursuant to Paragraph 14 below, for the purpose of obtaining a Coastal Development Permit [CDP], a Site Development Permit [SDP], a Conditional Use Permit [CUP] (if required), and other permits if required, to the City of San Diego Development Services Department [DSD], Defendants must concurrently submit plans to DSD, including but not limited to, drawings and specifications of all horse stalls and horse shade structures located on the Property, for the purpose of obtaining building and electrical permits for the horse stalls and horse shade structures.

Building and Electrical Permits are required for the horse stalls and horse shade structures on the Property. Defendants assume all risk of any liability arising from any and all horse stalls and horse shade structures on the Property.

With the exception of roofing the existing horse stalls and horse shade structures, no additional horse stalls or horse shade structures may be constructed on the Property until the required CDP, SDP, CUP (if required), building permit/s, electrical permit/s, and any other required permits are approved.

a. In the event DSD requests modifications to Defendants’ plans for all necessary building and electrical permits, then within 5 calendar days from the date of any such request, Defendants shall make the requested modifications and re-submit their modified plans to DSD.
b. Within 45 calendar days from the date all necessary building and electrical permits are approved, Defendants shall commence work required by the permits, and obtain all final inspections and approvals for this work.

c. The horse stalls and horse shade structures must be removed from the Property within three years from the date of entry of this Stipulated Judgment, irrespective of whether ministerial permits have been issued for them, UNLESS the CDP, SDP, CUP (if required), and other permits if required have been approved and allow the horse stalls and horse shade structures to remain on the Property.

   Additionally, should the approved CDP, SDP, CUP (if required) or other necessary permits require the removal of the horse stalls and horse shade structures, then Defendants shall immediately submit plans to DSD to obtain required permits for removal of all horse stalls and horse shade structures on the Property, and immediately upon approval of these permits Defendants shall remove them, irrespective of whether ministerial permits are or have been issued for them.

   However, should the CDP, SDP, CUP (if required) or other required permits be denied OR Defendants fail to comply with the terms and conditions set forth in this Stipulated Judgment, then Defendants shall immediately submit plans to DSD to obtain required permits for removal of all horse stalls and horse shade structures on the Property, and immediately upon approval of these permits Defendants shall remove them, irrespective of whether ministerial permits are or have been issued for them.

11. Within 60 calendar days from the date of entry of this Stipulated Judgment, Defendants shall submit an Erosion Control Plan for the purpose of erosion and sediment control, prepared by a licensed Professional Engineer, to the Neighborhood Code Compliance Division [NCCD] and DSD. The Plan must conform with each of the following:

   a. The Plan must address all disturbed areas on the Property, as well as any uncontrolled embankments or areas containing any exposed or uncompacted dirt or fill material on the Property;
b. The Plan must be designed to stabilize these areas, thereby controlling both
erosion and the flow of sediment, horse manure, horse urine, and water run-off onto adjacent
properties;

c. The Plan must involve an appropriate combination of erosion control measures
including, but not limited to, controlling the flow of water through the Property;

d. The Plan must include a schedule for regularly watering areas accumulating dust
including, but not limited to, dirt roads and horse trails on the Property;

e. The Plan must utilize Best Management Practices, in accordance with the
standards adopted by the Regional Water Quality Control Board and the City of San Diego;

f. Upon completion of final review by NCCD and DSD of Defendants’ Erosion
Control Plan, Defendants shall immediately implement the erosion control measures pursuant to
this Plan. These erosion control measures must be maintained at all times, in accordance with the
Plan, on the Property, prior to, during, and after the permitting, inspection, and approval
processes described in this Stipulated Judgment or until superseded by the provisions of the
required discretionary permits referred to below.

12. Within 30 calendar days from the date of entry of this Stipulated Judgment,
Defendants shall remove recreational vehicles serving as twenty-four hour housing for employees
and/or caretakers or obtain the required permits for such use.

13. Upon entry of this Stipulated Judgment Defendants must immediately exercise
either OPTION I or OPTION II.

OPTION I

14. Within 14 calendar days from the date OPTION I is triggered, Defendants shall
submit an application which shall include a complete set of plans (including all necessary
drawings, photographs, reports, surveys, calculations, fees), prepared by a licensed Professional
Engineer, to NCCD and DSD, for the purpose of obtaining a CDP, SDP, CUP (if required), and
other required permits, which address all previously unpermitted and future proposed
development and grading on the Property, AND that application must be deemed complete.
Also to be included in Defendants’ application for the purpose of obtaining the CDP, SDP, CUP (if required), and other permits if required shall be Grading Plans. These Grading Plans shall include a complete set of plans (including all drawings, photographs, reports, surveys, calculations, and fees), prepared by a licensed Professional Engineer, which address all previously unpermitted and future proposed grading on the Property, and includes and quantifies all areas of the Property cleared of Sensitive Biological Resources.

15. In the event NCCD and/or DSD request modifications to Defendants’ plans regarding the CDP, SDP/Grading Plans, CUP (if required), and other permits if required, then within 45 calendar days from the date of any such request, Defendants shall re-submit their modified plans to the requesting agency.

16. Within 120 calendar days from the date the CDP, SDP, CUP (if required), and other required permits are approved, Defendants must submit plans for all ministerial permits for development, including but not limited to, Grading Permit(s). With respect to the Grading Permit(s), Defendants shall submit a complete set of plans (including all drawings, photographs, reports, surveys, calculations, and fees), prepared by a licensed Professional Engineer, to NCCD and DSD, for the purpose of obtaining a Grading Permit/s, which addresses all previously unpermitted and future proposed grading on the Property. As part of the Grading Permit/Plans, Defendants shall include and quantify all areas of the Property cleared of Sensitive Biological Resources.

17. In the event NCCD and/or DSD request modifications to Defendants’ plans regarding the Grading Permits and/or other necessary ministerial permits, then within 60 calendar days from the date of any such request, Defendants shall re-submit their modified plans to the requesting agency.

18. Within 60 calendar days from the date the Grading Permit/s are approved, Defendants shall commence work, and Defendants shall make all reasonable efforts to obtain all necessary inspections and final approvals from the City of San Diego in a timely manner, for the work completed pursuant to the Grading Permits/Plans.
19. If the City of San Diego denies the CDP, SDP/Grading Plans, CUP (if required), or any other permits if required OR Defendants fail to make all reasonable efforts to comply with any of the terms or conditions set forth in Paragraphs 8 through 18 above, then Defendants shall immediately exercise OPTION II of this Stipulated Judgment.

OPTION II

20. Within 60 calendar days of the date OPTION II is triggered, Defendants shall submit a complete set of plans (including all necessary drawings, photographs, reports, surveys, calculations, and fees), prepared by a licensed Professional Engineer, to NCCD and DSD, for the purpose of obtaining a CDP, SDP, and other required discretionary permits, to restore all areas on the Property which were previously cleared of Sensitive Biological Resources, filled, and/or graded in any way to their previous (pre-violation) topography and condition, AND to remove any unpermitted development necessary to restore the Property to its previous lawful state.

Also to be included in Defendants’ application for the purpose of obtaining the CDP, SDP, and other required permits, shall be Grading Plans. These Grading Plans shall include a complete set of plans (including all drawings, photographs, reports, surveys, calculations, and fees), prepared by a licensed Professional Engineer, which addresses all previously unpermitted and future proposed grading on the Property, and includes and quantifies all areas of the Property cleared of Sensitive Biological Resources.

21. In the event NCCD and/or DSD request modifications to Defendants’ plans regarding the CDP, SDP/Grading Plan, and other required discretionary permits, then within 45 calendar days from the date of any such request, Defendants shall re-submit their modified plans to the requesting agency.

22. Within 30 calendar days from the date the CDP, SDP/Grading Plan, and other required discretionary permits are approved, Defendants shall submit a complete set of plans (including all necessary drawings, photographs, reports, surveys, calculations, and fees), prepared by a licensed Professional Engineer, to NCCD and DSD, for the purpose of obtaining Grading Permit(s) to restore all areas on the Property which were previously cleared of Sensitive...
Biological Resources, filled, and/or graded in any way, to their previous (pre-violation) topography and condition AND for the purpose of obtaining any required Building Permits or other ministerial permits to remove any unpermitted development for the purpose of restoring the Property to its previous lawful state.

The Grading Permits/Plans must address and include all previously unpermitted grading and proposed future grading for restoration, and include and quantify all areas of the Property cleared of Sensitive Biological Resources.

The Grading Permits/Plans must include a Revegetation Plan, prepared by a licensed Landscape Architect, which describes the re-vegetation and monitoring of all areas cleared of Sensitive Biological Resources on the Property.

23. In the event NCCD and/or DSD request modifications to Defendants’ plans regarding the Grading Permit(s), Building Permits, and/or any other required ministerial permits, then within 30 calendar days from the date of any such request, Defendants shall submit their modified plans to the requesting agency.

24. Within 30 calendar days from the date the Grading Permit(s), Building Permits, and/or any other required ministerial permits are approved, Defendants shall commence work pursuant to these permits, and Defendants shall obtain all necessary inspections and final approvals for this work, from the City of San Diego, within 90 calendar days from the date of commencement of this work.

25. Defendants agree that any act, intentional or negligent, or any omission or failure by their contractors, successors, assigns, partners, members, agents, employees, and/or representatives to comply with the requirements set forth in Paragraphs 8 through 24 above will be deemed to be the act, omission, and/or failure of Defendant Strawberry Hut, LLC and Defendant Strawberry Hut II, LLC, and shall not constitute a defense to a failure to comply with any part of this Stipulated Judgment. Further, should any dispute arise between any contractor, successor, assign, partner, member, agent, employee or representative and Defendants for any reason, Defendants agree that such dispute shall not constitute a defense to any failure to comply.
with any part of this Stipulated Judgment, nor justify a delay in executing the requirements herein.

26. Defendants shall allow inspectors from the City of San Diego access to all areas on the Property to inspect and take photographs, for the purpose of monitoring Defendants' compliance with the terms and conditions of this Stipulated Judgment:
   a. Time: 8:00 a.m. - 4:00 p.m.;
   b. Notice: 24 hours is required (verbal notice to either Defendant, Defendants' attorney of record OR if there is no attorney of record, verbal notice to a Defendants' local representative is sufficient).

MONETARY RELIEF

27. Upon entry of this Stipulated Judgment, Defendants shall pay Plaintiff, the City of San Diego, the amount of $1,362.90 in investigative costs.

28. Defendants shall owe to Plaintiff, the City of San Diego, the amount of $100,000 in civil penalties. Of this $100,000 owed, $50,000 shall be suspended upon successful compliance with this Stipulated Judgment. The remaining $50,000 shall be paid as follows:
   a. $30,000 shall be paid to the City of San Diego, within 30 calendar days from the date of entry of this Stipulated Judgment;
   b. $15,000 shall be paid to the City of San Diego over a period of 18 months. This amount shall be paid in equal monthly installments of $833.33, beginning within 30 calendar days from the date of entry of this Stipulated Judgment and every 30 calendar days thereafter. No interest will be required after the first payment is made;
   c. $5,000 shall be paid to a mutually agreed upon environmental group engaged in environmental protection and/or restoration activities, within 30 calendar days from the date of entry of this Stipulated Judgment.

29. Any and all payments required under Paragraphs 27 and 28, shall be in the form of a cashier's check, payable to the "City Treasurer." However, the payment of $5,000 referred to in Paragraph 28(c) shall be in the form of a cashier's check payable to a mutually agreed upon environmental group engaged in environmental protection and/or restoration
Click here for “River Park” Equestrian Center Site Plan
PHOTOS TAKEN IN MARCH 2007 OF RIVER PARK EQUESTRIAN CENTER ACCESS TO EL CAMINO REAL AND ILLEGAL STORAGE OF MATERIAL. SEE DRAINAGE CULVERT UNDER ECR IN TOP PHOTO (THIS IS FUTURE TRAIL AND WILDLIFE CROSSING OPTION).
Dear Ms. Goossens:

The San Dieguito River Park Joint Powers Authority Board of Directors considered the proposed project plans and permit violations regarding the “River Park” Equestrian Center at their Board meeting on February 15, 2008. The JPA Board took action to oppose the proposed project design and to ask that the applicant work with the JPA to address our concerns. We appreciate the City’s efforts to bring this property into compliance with City regulations through the settlement agreement. The JPA has always supported agricultural and equestrian uses within the River Park and accommodates horses in its trail planning; however, we are concerned that this particular project owner has had the benefit of using this property within the preserved San Dieguito River Valley with apparent disregard for environmental regulations and the sensitivity of this area.

The project site is prominently located within the San Dieguito River Park Focused Planning area (FPA) and adjacent to an $86 million lagoon restoration project. Additionally much of the site is within the Multiple Habitat Planning Area (MHPA) and at the foot of the Gonzales Canyon wildlife corridor (a primary Multiple Species Conservation Program (MSCP)/MHPA corridor) which connects the river valley to the Del Mar Mesa/Carmel Mountain and Los Penasquitos Canyon Preserve, as well as the Torrey Pines State Reserve. Gonzales Canyon drains into the San Dieguito lagoon area through this project site.

The site location is extremely sensitive and unpermitted activities occurring on the site over the past year (including illegal dumping and storage of materials within the wetlands) have negatively impacted the river valley and associated wetlands.

The San Dieguito River Park Concept Plan encourages equestrian facilities in this part of the FPA if they are designed to be compatible with the habitat and open space preservation goals. Landscape Unit B – Gonzales and La Zanja Canyons in the Concept Plan describes these “drainages” as “important wildlife habitat links” and “important open space connections between the San Dieguito River Park and open space areas to the south”. Special design recommendations are included in the
Concept Plan for this landscape unit to preserve open space corridors as future development proposals are considered. The Plan calls for dedication of open space corridors in Gonzales and La Zanja canyons and development set back from the tops of slopes in order to reduce visibility from the valley floor as well as provide for upland transition areas that serve to buffer development from adjoining natural habitat.

The JPA has the following specific concerns regarding the project design:

1. The proposed grass riding area is located in the MHPA and the Gonzales Canyon connection mentioned above. The proposed use is not “passive recreation” as conditionally allowed by the City’s MSCP, but involves a large area of non-native turf adjacent to and within wetlands, intensive equestrian activity within the area with its associated impacts, and a transformation from grassland and native habitat to a turf area devoid of native habitat. The MHPA is supposed to remain native habitat with some allowed use such as a recreational trail.

2. The JPA is concerned about the entry road proposed from the project site through the MHPA area to El Camino Real. It is our understanding that this road would be asphalt paved. This road would cut across the MHPA and a drainage that originates at Gonzales Canyon. The entry point at El Camino Real is at a dangerous blind curve. This location would legitimize the poorly-planned and executed existing access that was illegally created by the applicant in the same location.

3. Rather than the proposed entry road, we are interested in the option you suggested of a shared entrance with the Formosan Church property to the west of the project site. We would prefer this access if it would eliminate the currently proposed entry road. This entry would consolidate vehicular trips from the church and equestrian facility to one access point away from the MHPA and open space. The ingress/egress point has already been approved as part of the Formosan Church project and it seems that timing of operations between the two uses would be compatible.

4. The size and scale of the commercial stables is of concern including the proposed 2-story structures, the high density of horses (149 horses) and the associated intensity of operations that occur on the site – car and truck trips, heavy equipment, maintenance activities, level of use. This level of intensity would significantly impact the MHPA.
5. We strongly urge that you mitigate any impacts within the San Dieguito River Park and not propose mitigation outside of the FPA boundary. We can work with you on possible sites and mitigation projects.

6. We understand that all runoff including waste products will be contained onsite and treated or hauled off and properly disposed. We would like to see details of that system and assurance that it will be monitored. The concern is the project’s location and operation adjacent to an extremely sensitive wetland system that is undergoing extensive restoration.

7. The landscape plan should only include natives due to the sensitive nature of the area in proximity to the MHPA and lagoon.

8. It is unclear whether the proposed “future public trail” referenced on sheet A-1.0 actually would connect to the trail proposed on the adjacent Rancho Valley Farms project. This important trail connection will eventually connect Gonzales Canyon to the San Dieguito River Park’s Coast to Crest Trail.

9. The JPA is concerned that this project would be decided at a Hearing Officer level, which for a project that was illegally constructed in a sensitive habitat area and now is proposing something substantially more than is already built, seems inappropriate and at an insufficient level of public review.

We appreciate your continued communication with JPA staff on this important project. We look forward to working with City staff and project applicant to resolve these concerns.

Sincerely,

David W. Roberts
JPA Board Chair

Cc: Michael Rollins, Rollins Construction Consulting
    Diane Korsch, Strawberry Hut LLC
    Office of City Attorney