SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY

9:30 a.m. – 12:00 p.m.
Friday, July 18, 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 June 20, 2008

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.

CONSENT
1. Accept Open Space Easement on 17 Acres West of I-5 (page 3)
2. Accept 15-Acre The Environmental Trust Parcel at Lake Hodges (page 18)

ACTION
3. Award Contract for Santa Maria Creek Bridge Deck Repair (page 23)
4. Award Contract for Green Valley Creek Bridge Replacement (page 31)
5. Rancho Santa Fe Polo Club Code Violations (page 38)
6. Power Pole Undergrounding East of I-5 (page 43)
INFORMATION

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

8. Status Reports (Oral)
   a. River Park Projects:
      i. “Day at the Races” August 30th
   b. Update on JPA’s Request for Impact Fees Associated with Thoroughbred Club Operations

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, AUGUST 15, 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 Board  
FROM: Staff and Legal Counsel  
SUBJECT: Resolution Accepting Open Space Easement Deed  

RECOMMENDATION:

Adopt attached resolution accepting an Open Space Easement Deed on approximately 17 acres of property west of Interstate 5 and south of the Wetlands Restoration Project and authorizing the Executive Director to execute all documents associated with accepting and recording the deed.

Background

In 1979, the California Coastal Commission granted Coastal Development Permit No. F7453 for a 27-lot subdivision that lies west of Interstate 5, just to the north of the City of Del Mar and south of the Wetlands Restoration Project. As a condition of approval, an Irrevocable Offer to Dedicate Open Space Easement and Declaration of Restrictions covering approximately 17 acres of property was recorded by the applicant, Document No. 83-276027 (“OTD”). The OTD and a map showing the open space area are attached. The OTD provides that use of the property shall be limited to educational research and access to Canyon Park and that no development, as defined by the Coastal Act, shall be allowed, except the following:

(a) The removal of hazardous substances or conditions or diseased plants or trees;

(b) The removal of any vegetation which constitutes or contributes to a fire hazard to residential use of neighboring properties, and which vegetation lies within 100 feet or existing or permitted residential development; and

(c) The installation or repair of underground lines and septic systems.

The 25 year term for acceptance of the OTD is about to expire, and the Coastal Commission has asked that the JPA accept the Open Space Easement.

The property covered by the OTD is within the Park’s Focused Planning Area and in close proximity to the Wetlands Restoration Project. Acceptance of the OTD would not involve any management or maintenance obligations on the part of the JPA, but it would provide the JPA with the right to ensure the underlying property owner complies with the terms and conditions of the Open Space Easement.

Citizens Advisory Committee Recommendation – This item has not been reviewed by the CAC.
Issues – No issues have been identified.

Fiscal Impact – None.

ALTERNATE ACTIONS

1. Adopt attached resolution authorizing acceptance of Open Space Easement Deed.
2. Do not adopt attached resolution and give staff other direction.

RECOMMENDATION:

Adopt attached resolution accepting an Open Space Easement Deed on approximately 17 acres of property west of Interstate 5 and south of the Wetlands Restoration Project and authorizing the Executive Director to execute all documents associated with accepting and recording the deed.

Respectfully submitted,

______________________________
Dick Bobertz
Executive Director

Attachment:
1. Draft Resolution
2. Irrevocable Offer to Dedicate Open Space Easement and Declaration of Restrictions
3. Map
RESOLUTION NO. ___________

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY AUTHORIZING ACCEPTANCE OF IRREVOCABLE OFFER TO DEDICATE OPEN SPACE EASEMENT AND DECLARATION OF RESTRICTIONS DATED MARCH 25, 1983

WHEREAS, The San Dieguito River Valley Regional Open Space Park Joint Powers Authority (“JPA”) is empowered by its Joint Powers Agreement and by the State Joint Powers Law (Government Code Section 6500 et seq.) to acquire property to further its purposes; and

WHEREAS, the California Coastal Commission has requested that the JPA accept the Irrevocable Offer to Dedicate Open Space Easement and Declaration of Restrictions dated March 25, 1983, and recorded as Document No. 83-276027 (“OTD”),

WHEREAS, the OTD covers approximately 17 acres of property within the City of San Diego that is within the JPA’s Focused Planning Area and in close proximity to the Coastal Wetlands Restoration Project (“Property”); and

WHEREAS, the purpose of the OTD is to restrict development and use of the Property so as to preserve the open space and habitat values present on the Property, and so as to prevent the adverse direct and cumulative effects on coastal resources which could occur if the Property were not restricted in accordance with the OTD,

WHEREAS, acceptance of the OTD is consistent with the purposes for which the JPA was established and does not include any maintenance or other obligations associated with land ownership, but instead simply provides the JPA with the authority to monitor and, if necessary, enforce compliance with the terms and conditions of the OTD,

NOW, THEREFORE, be it resolved that the Board of Directors of the San Dieguito River Valley Regional Open Space Park Joint Powers of Authority hereby approves acceptance of the Irrevocable Offer to Dedicate Open Space Easement and Declaration of Restrictions dated March 25, 1983, and recorded Document No. 83-276027, and authorizes the Executive Director to execute all necessary documents to complete said transaction.

Passed and adopted this ________ Day of July, 2008 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________________
David W. Roberts, Chair

ATTEST: Jan Lines, Clerk

ATTACHMENT 1
ATTACHMENT 2

IRREVOCABLE OFFER TO DEDICATE OPEN SPACE EASEMENT

AND

DECLARATION OF RESTRICTIONS

This irrevocable offer and dedication of open space easement and declaration of restrictions (hereinafter "Offer") is made this ___ day of ___, 1983 by Abbas Meshaghi (hereinafter "Grantor").

I. WHEREAS, Grantor is the legal owner of a fee interest in certain real property located in the County of San Diego, State of California, and described in attached Exhibit "A" (hereinafter "Property"); and

II. WHEREAS, the California Coastal Commission, successor in interest to the San Diego Coast Regional Commission, is acting on behalf of the people of the State of California; and

III. WHEREAS, pursuant to the California Coastal Act of 1976, the Grantor applied to the San Diego Coast Regional Commission for a coastal development permit for the development of the Property; and

IV. WHEREAS, Coastal Development Permit No. F7453 was granted on May 6, 1979 by the San Diego Coast Regional Commission based on the findings adopted by the San Diego Coast Regional Commission; and

V. WHEREAS, the Coastal Development Permit No. F7453 was subject to terms and conditions; and

VI. WHEREAS, the Property is a parcel located within the coastal zone; and
VII. WHEREAS, under the policies of Section 30253 of the California Public Resources Code, new development shall assure stability and structural integrity and neither create nor contribute significantly to erosion, geographic instability or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural land forms along the bluff or cliffs; and

VIII. WHEREAS, the San Diego Coast Regional Commission found that but for the imposition of requiring the Grantor to record an irrevocable offer to dedicate an open space easement over the Property and agree to restrict development on and use of the Property so as to preserve the open space and scenic values present on the Property and so as to prevent the adverse direct and cumulative effects on coastal resources and public access to the coast which could occur if the Property were not restricted in accordance with this offer; and

IX. WHEREAS, it is intended that this offer is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8 of the California Constitution and that said offer when accepted shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, Section 402.1;

NOW, THEREFORE, in consideration of the above, and the mutual benefit and conditions set forth herein, the substantial public benefits for the protection of coastal resources to be derived, the preservation of the Property in open space uses and the granting of the permit to the owner by the Commission, Grantor hereby irrevocably offers to dedicate to a Public Agency or private association approved by Executive Director, an open space easement in gross and in perpetuity for light, air, view, and for the preservation of scenic qualities over the Property.

/ / /
The offer and dedication of this open space easement subjects the Property to the following terms, conditions and restrictions:

1. USE OF PROPERTY.

The use of the Property shall be limited to educational research and access to Crest Canyon Park. No development as defined in Public Resources Code, Section 30106, attached hereto as Exhibit "C" and incorporated herein by this reference including, but not limited to, removal of trees and other major or native vegetation, grading, paving or installation of structures such as signs, buildings, etc. shall occur or be allowed on the Property with the exception of the following subject to applicable governmental regulatory requirements:

   a). the removal of hazardous substances or conditions or diseased plants or trees.

   b). the removal of any vegetation which constitutes or contributes to a fire hazard to residential use of neighboring properties, and which vegetation lies within 100 feet of existing or permitted residential development;

   c). the installation or repair of underground lines and septic systems;

2. RIGHT OF ENTRY. The Grantee or its agent may enter onto the Property to ascertain whether the use restrictions set forth above are being observed at times reasonably accepted to the Grantor.

3. BENEFIT AND BURDEN. This Offer shall run with and burden the Property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the Property from the date of recordation of this document and shall bind the Grantor and all / / /
successors and assigns. This offer shall benefit the Grantee and all
successors and assigns.

4. CONSTRUCTION OF VALIDITY. If any provision of these
restrictions is held to be invalid or for any reason becomes unenforceable,
no other provision shall be thereby affected or impaired.

5. ENFORCEMENT. Any act or any conveyance, contract, or
authorization whether written or oral by the Grantor which uses or would
cause to be used or would permit use of the Property contrary to the terms
of this Offer will be deemed a breach hereof. The Grantee may bring any
action in court necessary to enforce this Offer, including, but not limited
to, injunction to terminate a breaching activity and to force the
restoration of all damage done by such activity, or an action to enforce
the terms and provisions hereof by specific performance. It is understood
and agreed that the enforcement proceeding provided in this paragraph is
not exclusive and that the Grantee may pursue any appropriate legal and
equitable remedies. The Grantee shall have sole discretion to determine
under what circumstances an action to enforce the terms and conditions of
this Offer shall be brought in law or in equity. Any forbearance on the
part of Grantee to enforce the terms and provisions hereof in the event of
a breach shall not be deemed a waiver of Grantee's rights regarding any
subsequent breach.

6. TAXES AND ASSESSMENTS. Grantor agrees to pay or cause to be
paid all real property taxes and assessment levied or assessed against the
Property.

7. MAINTENANCE. Grantee shall not be obligated to maintain,
improve or otherwise expend any funds in connection with the Property or
any interest or easement created by this Offer. All costs and expenses for
such maintenance, improvement use or possession shall be born by the
Grantor, except for costs incurred by Grantee for monitoring compliance
with the terms of this easement.

8. LIABILITY AND INDEMNIFICATION. This conveyance is made and
accepted upon the express condition that the Grantee, its agencies,
departments, officers, agents and employees are to be free from all
liability and claim for damage by reason of any injury to any person or
persons, including Grantor, or property of any kind whatsoever and to
whomever belonging, including Grantor, from any cause or causes
whatsoever, except matters arising out of the sole negligence of the
Grantee, while in, upon, be in any way connected with the Property, Grantor
hereby covenanting and agreeing to indemnify and hold harmless the Grantee,
its agencies, departments, officer, agents and employees from all
liability, loss, cost, and obligations on account of or arising out of such
injuries or losses however occurring. The Grantee shall have no right of
control over, nor duties and responsibilities with respect to the Property
which would subject the Grantee to any liability occurring upon the
Property by virtue of the fact that the right of the Grantee to enter the
Property is strictly limited to preventing uses inconsistent with the
interest granted and does not include the right to enter the Property for
the purposes of correcting any dangerous condition as defined by California
Government Code Section 830.

9. SUCCESSIONS AND ASSIGNS. The terms, covenants, conditions,
exceptions, obligations, and reservations contained in this Offer shall be
binding upon and inure to the benefit of the successors and assigns of both
the Grantor and the Grantee, whether voluntary or involuntary.

10. TERM. This Offer shall be binding upon the Grantor and the
heirs, assigns or successors in interest to the Property for a period of 25
years. Upon recordation of an acceptance of this Offer by the Grantee in
the form attached hereto as Exhibit "D", this Offer and terms, conditions
and restrictions shall have the effect of a grant of open space and scenic
easement in gross and perpetuity for light, air, view, and the preservation
of scenic qualities over the Property that shall run with the Property and
be binding on the parties, heirs, assigns and successors.

Executed on this 25th day of March at San Diego,
California.

Dated: 3/25/83
Signed:

Abbas Moshtagh

Khoa M. Moshtagh

Attorney in fact for
Abbas Moshtagh

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

) ss.

On March 25, 1983 before me, the undersigned, a Notary Public in and for
said State, personally appeared Abbas Moshtagh and acknowledged to me on the basis of satisfactory evidence to be the person whose name

is subscribed to the within instrument as the Attorney in fact for Abbas Moshtagh and the person to whom the authority conferred by the within instrument is to be delivered.

In fact, WITNESS my hand and official seal.

Cynthia A. Danner

Signature

Cynthia A. Danner
the form attached hereto Exhibit "D", this Offer and terms, conditions and restrictions shall have the effect of a grant of open space and scenic easement in gross and perpetuity for light, air, view, and the preservation of scenic qualities over the Property that shall run with the Property and be binding on the parties, heirs, assigns and successors.

Executed on this 25th day of March at San Diego, California.

Dated: 3/25/83 Signed: Abbas Moshaghi

Kees M. Moshaghi as Attorney In Fact for Abbas Moshaghi

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On ______________, 19__, before me, the undersigned Notary Public, personally appeared Abbas Moshaghi, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that they executed the same.
This is to certify that the Offer to Dedicate set forth above is hereby
acknowledged by the undersigned officer on behalf of the California Coastal
Commission pursuant to authority conferred by the California Coastal Commission
when it granted Coastal Development Permit
No. F7753 on May 6, 1979 and the California
Coastal Commission consents to recordation thereof by its duly authorized
officer.
Dated: 4/12

[Signature]
[Title]

California Coastal Commission

STATE OF California

COUNTY OF San Francisco

On 7 June 1979, before me Gary Lawrence Holloway,
a Notary Public, personally appeared Steven D. Brown, personally known to
me to be the person who executed this instrument as the

Notary Public in and for said County and
State of California.

Notary Public

Gary Lawrence Holloway
EXHIBIT A

Property referred to as Lots 24 and 25 of Del Mar Estates in the City of San Diego, County of San Diego, State of California, on the map attached hereto as Exhibit B.
EXHIBIT C

Public Resources Code Section 30106

§ 30106. Development

"Development" means, on land, in or under water, the placement or erection of any solid material or structure; discharge or disposal of any dredged material or of any gaseous, liquid, solid, or thermal waste; grading, removing, dredging, mining, or extraction of any materials; change in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act (commencing with Section 66410 of the Government Code), and any other division of land, including lot splits, except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition, or alteration of the size of any structure, including any facility of any private, public, or municipal utility; and the removal or harvesting of major vegetation other than for agricultural purposes, kelp harvesting, and timber operations which are in accordance with a timber harvesting plan submitted pursuant to the provisions of the Z'berg-Nejedly Forest Practice Act of 1973 (commencing with Section 4511).

As used in this section, "structure" includes, but is not limited to, any building, road, pipe, flume, conduit, siphon, aqueduct, telephone line, and electrical power transmission and distribution line.
TO: JPA Board
FROM: Staff and Legal Counsel
SUBJECT: Environmental Trust Properties – Lake Hodges Preserve

RECOMMENDATION:
Direct the Executive Director to accept TET’s transfer of its interest in Lake Hodges Preserve Properties.

SITUATION:
This matter arises from the bankruptcy of The Environmental Trust (“TET”). TET is still in Chapter 11 bankruptcy and continuing the process of distributing all of its open-space properties to public agencies and organizations qualified to assume ownership and management responsibilities. In June, 2007 the Board voted to accept the Golem-Salviati – 153.56 acre parcel from TET. This action concerns property on Bernardo Mountain. TET owns a 10.03 acre parcel that is directly adjacent to Bernardo Mountain property owned and managed by the JPA (“TET Parcel”). (See attached Exhibit). TET also owns conservation easements over approximately 5.46 acres of the property already owned by the JPA (“TET Conservation Easements”).

TET proposes to transfer ownership of the TET Parcel to the JPA, along with an approximately $9,700 endowment. TET proposes elimination of the TET Conservation Easements because the JPA already owns the property and it is subject to separate covenants that ensure it is managed as protected, natural open space.

Staff recommends acceptance of the 10.03 acre TET Parcel because it is directly adjacent to the Bernardo Mountain Preserve that is already managed by the JPA. Acceptance of the 10 acre TET Parcel would include accepting management responsibility consistent with existing conservation easements, but would be made on the express condition that management responsibilities are limited to those for which funding is available.

Staff also recommends elimination of the TET Conservation Easements over 5.46 acres of JPA property. Elimination of the TET Conversation Easements would have no management or fiscal impact because the property is already owned by the JPA and management is funded by a separate endowment.

Citizens Advisory Committee Recommendation – This has not been reviewed by the CAC.

Issues – No issues other than the ones discussed above have been identified.
Respectfully submitted,

____________________________________
Dick Bobertz
Executive Director

Attachment:
1. Draft Resolution
2. Map
RESOLUTION NO. __________

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY AUTHORIZING ACCEPTANCE OF LAKE HODGES PRESERVE PROPERTY FOR PARK AND OPEN SPACE PURPOSES

WHEREAS, The San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("JPA") is empowered by its Joint Powers Agreement and by the State Joint Powers Law (Government Code Section 6500 et seq.) to acquire property to further its purposes; and

WHEREAS, the Lake Hodges Preserve consists of a 10.03 acre parcel of land (APN 272-111-13) owned by The Environmental Trust ("TET") that is adjacent to property owned and managed by the JPA ("TET Parcel") and conservation easements over approximately 5.46 acres of JPA property ("TET Conservation Easements"); and

WHEREAS, TET is in Chapter 11 bankruptcy and is in the process of distributing all of its interest in open-space properties to public agencies and organizations qualified to assume ownership and management responsibilities; and

WHEREAS, TET proposes to transfer ownership of the TET Parcel to the JPA, along with an approximately $9,700.00 endowment fund, and to transfer of the TET Conservation Easements to the JPA, which will result in their extinguishment; and

WHEREAS, the JPA’s acceptance of the TET Parcel would include acceptance of management obligations established by preexisting conservation easements, but would be limited to management activities for which funding is available; and

WHEREAS, elimination of the TET Conservation Easements over JPA property will have no management or fiscal impact because the property is already owned by the JPA, and its management is funded by a separate, pre-existing endowment; and

WHEREAS, the TET Parcel and TET Conservation Easements are within the JPA's Focused Planning Area, and continued protection of the land they encompass for natural, open space and watershed purposes is important to the JPA’s park planning and implementation efforts and in the public interest; and

WHEREAS, this action is categorically exempt from CEQA pursuant to State CEQA Guidelines: Transfer of Ownership of Interest in Land to Preserve Open Space, Class 25, Section 15325(a),

NOW, THEREFORE, be it hereby resolved as follows:

1. The foregoing recitals are true and correct.

2. The Board of Directors of the San Dieguito River Park JPA ("Board") hereby approves acceptance of the TET Parcel and extinguishment of the TET Conservation Easements,
subject to the following contingencies:

a. Final inspection and approval of the TET Parcel, covenants and habitat management plans, bankruptcy order and transfer documents;

b. Confirmation that management obligations will be limited to what can be accomplished with the funding provided;

c. Additional contingencies or assurances as the Executive Director, in consultation with JPA’s counsel, may deem reasonably necessary and appropriate in the interest of the JPA prior to acquisition.

3. The Board authorizes its Executive Director, Dick Bobertz, to execute all documents and to take all actions necessary to accept the TET Parcel and facilitate extinguishment of the TET Conservation Easements, to negotiate agreements regarding management obligations and funding consistent the limitations set forth in this Resolution. It is the express intent of this Board in adopting this Resolution that no further action of this Board is required and that the JPA’s Executive Director is fully authorized to implement acquisition of the TET Parcel in conformance with its terms of this Resolution.

Passed and adopted this ________ Day of July, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_________________________
David W. Roberts, Chair

_________________________
ATTEST: Jan Lines, Clerk
TO: JPA Board

FROM: Staff

SUBJECT: Award Contract for Santa Maria Creek Bridge Deck Repair

RECOMMENDATION:

Award contract to lowest responsible bidder, as announced at today’s meeting.

SITUATION:

A. Summary and Recommendation

In the October 2007 Witch Fire, the wood decking on the Santa Maria Creek Cantilever was damaged. The cost to repair the damage will be paid for by FEMA. FEMA prepared a Project Worksheet (attached) that estimated the cost to repair the damage at $34,600. On June 4th, a construction notice was placed in the San Diego Daily Transcript advertising the repair job. On June 11th, a pre-bid meeting on site for interested bidders was held. Six companies attended. The bid deadline was scheduled for Monday, July 14 at noon. The bids will be reported to your Board orally at today’s meeting. The bids may exceed the FEMA estimate. If so, FEMA will pay the lowest bid price provided that the scope of work that FEMA approved is followed. Staff recommends that your Board award the contract to the lowest responsible bidder.

B. Citizens Advisory Committee Recommendation – This item has not been reviewed by the CAC.

C. Issues – No issues have been identified.

FINANCIAL CONSIDERATION

None - construction costs will be reimbursed.

ALTERNATIVE ACTIONS

1. Award the contract to the lowest responsible bidder.
2. Award the contract to another bidder.
3. Do not award the contract and give staff other direction.
RECOMMENDATION

Award contract to lowest responsible bidder, as announced at today’s meeting.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
1. FEMA Project Worksheet
Federal Emergency Management Agency

Project Worksheet

Declaration No. 1731 DR. CA
FEMA- Project No. RP002G
FIPS No. 073-US83I-00
Date 01/30/08
Category G

Damaged Facility (Project Title):
Santa Maria Creek Cantilever Bridge Crossing

Applicant:
San Dieguito River Park Joint Powers Authority

Location:
Bandy Canyon Road crossing Santa Maria Creek, Escondido, CA 92025

County: San Diego

Latitude: 33.07394
Longitude: -116.97743

Damage Description & Dimensions:
This PW is for work included in the Applicant's LOP Item 29
Wildfires occurring October 22, 2007 ignited the heavy vegetation along the Santa Maria Creek below where the San Pasqual Valley Trail crosses the creek. This crossing is 8 FT 8 IN Wide X 248 FT Long. It has a 5 3/8 IN thick glue laminate (glulam) deck with individual components of the decking laminated vertically and the decking laid down horizontally. It is approximately 20 FT above the creek bed, is used as a pedestrian walkway, and is attached to structural steel members that are cantilevered from the existing bridge for Bandy Canyon (See Continuation Sheet)

Scope of Work: To Be Completed
1. Remove the glulam material at the three locations that are damaged at the latitudinal joints by cutting the 4 FT 4 IN Wide deck back 8 LF in each direction to the nearest existing structural steel support. This will also remove the 2 X 8 kicker at the road bridge. Then install a new glulam deck section 4 FT 4 IN wide X 16 LF at each of the 3 sites so that the ends of the new sections bear on the cantilevered structural steel members. Then replace the treated 2 X 8 kicker.

2. Remove the damaged material adjacent to the 248 LF center line by cutting through the glulam deck section 1 FT on each side of the centerline, to allow for variations in the width of the burned area, and removing the burned material. The center of the three sections that replaced the sections with the latitudinal burned ends will not need to be cut or replaced, 3 sections X 16 LF Long X 1 FT Wide = 48 SF. Then install 248 FT Long X 2 FT Wide X 5 3/8 IN Thick = 496 SF glulam deck section less the 48 SF of the replaced sections, insuring that the ends of the sections of the new material bear on the existing structural steel supports.

3. At the four areas where the fire penetrated around the vertical steel members that support the bridge railing, remove the bent glulam deck by cutting the deck 1 FT wide from the bridge and cutting the deck and the 2 IN X 8 IN kicker 8 LF to the nearest structural supports. Remove the damaged sections and replace with a 1 FT Wide X 8 FT section of decking and an 8 LF section of 2 IN X 8 IN kicker.
(See Continuation Sheet)

Does the Scope of Work change the pre-disaster conditions at the site? YES NO
Special Considerations issues included? YES NO
Is there insurance coverage on this facility? YES NO
Hazard Mitigation proposal included? YES NO

---

**Project Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Code</th>
<th>Narrative</th>
<th>Quant.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9999</td>
<td>Work To Be Completed</td>
<td>1</td>
<td>LS</td>
<td>8527.39</td>
<td>8,527</td>
</tr>
<tr>
<td>2</td>
<td>9999</td>
<td>Remove Damaged Material</td>
<td>1</td>
<td>LS</td>
<td>25622.15</td>
<td>25,622</td>
</tr>
<tr>
<td>3</td>
<td>9999</td>
<td>Repair Glulam Decking</td>
<td>1</td>
<td>LS</td>
<td>451.57</td>
<td>452</td>
</tr>
</tbody>
</table>

Total Cost: $34,601

---

PREPARED BY: Robert Jenkins
APPLICANT:  
TITLE: Project Specialist
DATE: 2-1-08

ATTACHMENT 1
Federal Emergency Management Agency  
Project Worksheet Continuation Sheet

<table>
<thead>
<tr>
<th>Declaration No.</th>
<th>Project No.</th>
<th>FIPS No.</th>
<th>Date</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEMA- 1731 DR- CA</td>
<td>RP002G</td>
<td>073-US8ZI-00</td>
<td>01/30/08</td>
<td>G</td>
</tr>
</tbody>
</table>

Applicant:  
San Dieguito River Park Joint Powers Authority

County:  
San Diego

Damage Description & Dimensions:  
Road to cross the Santa Maria Creek. The San Dieguito River Park Joint Powers Authority paid for the construction of this facility and is responsible for maintenance and repairs. This structure was built in 2001.  

Damage Includes:  
1. There are three locations where the latitudinal joints between the ends of the 4 FT 4 IN Wide X 16 FT Long glulam sections were burned. At each of these three locations, the ends of the two affected sections were burned to the point that there was little or no material bearing on the underlying structural steel supports.  
2. There was a longitudinal center joint in the decking that had been sealed with a material that ignited from the heat of the vegetative fires and burned a gap in the decking that ranges from 2 IN wide to 6 IN wide and is 248 FT long  
3. There are four locations where the vertical steel members that support the Bandy Canyon Road bridge railing penetrate the glulam decking and interrupt the 2 IN X 8 IN treated walkway kicker that rests on top of the glulam decking where the decking butts against the highway bridge. Fire coming up through these penetrations burned the decking and the kicker approximately 1 FT Wide and 2 LF on either side of each penetration.

Bandy Canyon Road that crosses the Santa Maria Creek is classified as a Rural Minor Collector Road and is not considered to be an FHWA-funded road under the ER Program.

Scope of Work:  
Costs to repair the bridge were derived from Applicant Furnished Bid Sheet, 2007 R.S. Means Heavy Construction Cost Data and Get-A-Quote.net  
Hazard Mitigation was discussed with the applicant and no proposal was feasible.

<table>
<thead>
<tr>
<th>Item</th>
<th>Code</th>
<th>Narrative</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TOTAL FORWARD</td>
<td></td>
<td></td>
<td></td>
<td>34601</td>
</tr>
</tbody>
</table>

Prepared By:  
Robert Jenkins

Title:  
Project Specialist

Applicant:  
San Dieguito River Park Joint Powers Authority

Date:  
01/30/08

Total Cost:  
34601
San Dieguito River Park Joint Power Authority
R002G - Santa Maria Creek Crossing Decking

5 3/8" Treated Glulam Decking - Item Cost on Bid Sheet - 2001 - $14.85/SF

Inflation Factor - 3% per year \( 1.03E+07 = \) 1.230

Current Cost for 5 3/8" Treated Glulam Decking $18.26

Surcharge for repairs vs original installation - 30% $23.74

Treated 2 X 8 per linear foot
(Extrapolated from Page 201, Get-a-quote.net) $1.75

Remove Damaged Material
(2007 R.S. Means Heavy Construction Cost Data - Sect. 02 41 16.33 0300)
Laminated Bridge Demolition - $11.60/SF 720 SF $8,352.00
Adjustment for San Diego Labor Rates 1.021

Total Removal of Damaged Material \( \$8,527.39 \)

Glulam - Material & Installation
Center Replacement - 2 Runs of 248 LF X 12 In Wide 496 SF $11,776.39
Less: Center of replacement panels 3 EA X 16LF X 1FT Wide (48.00) SF ($1,139.65)

Replacement Panels with Ends Burned 3 EA X 16 LF X 4 FT 4 IN Wide = 208 SF $4,938.48

Areas burned at Vertical Support Members for Bridge Rail Glulam - 4 EA X 2 Sides X 8 LF Long X 1 FT Wide 64 SF $1,519.53

Glulam Decking Total 720 SF $25,622.15

2 X 8 Treated Kicker Material
Replacement Panels with Ends Burned (3 EA X 16LF) 48 LF $84.00
Burned areas at Vertical Support Members(4 EA X (2 X 8LF) 64 LF $112.00
Total 2 X 8 Kicker Material 112 LF $196.00

Labor (2007 R.S.Means Heavy Construction Cost Data - Sect. 06 11 10.02 2660)
(112 LF of 2 X 8 = .149 MBF) Crew C-1Hours (29.63 Crew Hrs per mbf) 0.149 MBF $4,414.87
Unadjusted Crew Rate Per Hour $54.05
Total Unadjusted Labor $238.62
Adjustment for San Diego Labor Rates 1.071
Total 2 X 8 Kicker Labor $255.57

Total 2 X 8 Treated Kicker $451.57

Total Repair Cost $34,601.10
Decking burned at center line
Both of these sections will be cut back 8 LF to provide bearing for replacement decking.

This area will be included in the centerline repairs.

Decking burned at latitudinal joint over structural member.
There is no bearing for decking and kicker at penetration

Replacement material must be a minimum of 8 LF to provide structural bearing

2 X 8 Treated Kicker

Fire penetration of decking at bridge railing support
TO: JPA Board
FROM: Staff
SUBJECT: Award Contract for Green Valley Creek Bridge Replacement

RECOMMENDATION:

Award contract to lowest responsible bidder, as announced at today’s meeting.

SITUATION:

Summary and Recommendation

In the October 2007 Witch Fire, the fiberglass bridge at Green Valley Creek on the Piedras Pintadas Trail was substantially damaged and must be replaced. The cost to replace the bridge will be paid for with a $50,000 donation from Northrup Grumman, with additional funding as needed from FEMA. FEMA prepared a Project Worksheet (attached) that estimated the cost to repair the damage at $54,567. If the JPA elects to upgrade the bridge to a steel bridge, that will be considered a “hazard mitigation” because the new bridge would be less likely to be damaged in a future fire than if it were replaced with another fiberglass bridge. FEMA will provide an additional $7,238 for the hazard mitigation. Three pre-engineered steel bridge companies (Excel Bridges, Contech Bridges and Big “R” Manufacturing) were invited to bid on the bridge replacement. The bid deadline was scheduled for Wednesday, July 16 at 2 p.m. The bids will be reported to your Board orally at today’s meeting. The bids may exceed the FEMA estimate. If so, FEMA will pay the lowest bid price provided that the scope of work that FEMA approved is followed. Staff recommends that your Board approve the upgrade of the bridge type to a pre-engineered steel bridge and award the contract to the lowest responsible bidder.

Citizens Advisory Committee Recommendation – This item has not been reviewed by the CAC.

Issues – No issues have been identified.

FINANCIAL CONSIDERATION

None - construction costs will be reimbursed.

ALTERNATIVE ACTIONS

1. Award the contract to the lowest responsible bidder.
2. Award the contract to another bidder.
3. Do not award the contract and give staff other direction.
RECOMMENDATION

Award contract to lowest responsible bidder, as announced at today’s meeting.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
   1. FEMA Project Worksheet
Federal Emergency Management Agency
Project Worksheet

<table>
<thead>
<tr>
<th>Declaration No.</th>
<th>Project No.</th>
<th>FIPS No.</th>
<th>Date</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEMA / 1731 DR. CA</td>
<td>RP003G</td>
<td>073-US8ZI-00</td>
<td>02/05/08</td>
<td>G</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Damaged Facility (Project Title):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair Green Valley Trail Bridge</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Dieguito River Park JPA</td>
<td>San Diego</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location:</th>
<th>Latitude:</th>
<th>Longitude:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Valley Creek Bridge</td>
<td>33.04511</td>
<td>-117.07992</td>
</tr>
</tbody>
</table>

**Damage Description & Dimensions:**

This PW is for all of the work included in Applicant’s LOP Item 30. Wildfires on October 22, 2007, swept through the Green Valley. The Green Valley Trail Bridge is a fiberglass bridge with a 70 FT span and 8 FT width and 2 X 10 treated wood decking that was built in 1996. The bridge bears on concrete abutments at the north and south end with no intermediate supports. The outboard longitudinal fiberglass structural members are double 8 IN channels. There are two inboard longitudinal fiberglass structural members that are single 8 IN channels spaced approximately 3 FT apart.

*(See Continuation Sheet)*

**Scope of Work:** Work to be completed

This facility does not meet the 50% rule for replacement (See the attached Repair vs Replacement Worksheet). Repairs will consist of removing the bridge by reversing the installation process of pulling the bridge with the cables from a tow truck and lifting the other end with a fork lift. The bridge will be dismantled on the bank and the damaged members removed and replaced. The bridge will then be reassembled and reinstalled on the existing concrete abutments.

The repair cost on the attached worksheet of $33,275.00 is based on 1996 costs. To adjust for 12 years of inflation at 3%, this amount will be multiplied by 1.03E+12 for an inflation adjustment factor of 1.426 or a cost of $47,450.15. Engineering fees of 15% for the repairs are based on Curve B of the Public Assistance Guide.

The costs used in this estimate are based on the original costs, supplied by the Applicant, of the project in 1996 (See Attachment)

Hazard Mitigation Proposal is attached

---

**Does the Scope of Work change the pre-disaster conditions at the site?**

☐ YES ☑ NO

**Special Considerations issues included?**

☑ YES ☑ NO

**Is there insurance coverage on this facility?**

☑ YES ☑ NO

**Hazard Mitigation proposal included?**

☑ YES ☑ NO

---

**Project Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Code</th>
<th>Narrative</th>
<th>Quant.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9999</td>
<td>Work To Be Completed</td>
<td>1</td>
<td>LS</td>
<td>54567.67</td>
<td>54,568</td>
</tr>
<tr>
<td>2</td>
<td>9090</td>
<td>Repair Bridge</td>
<td>1</td>
<td>LS</td>
<td>7238.08</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazard Mitigation Proposal</td>
<td>1</td>
<td>LS</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Cost:** $54,568

**PREPARED BY:** Robert Jenkins  
**TITLE:** Project Specialist  
**APPLICANT:** [Signature]  
**DATE:** 2-11-08
The fires destroyed the longitudinal members at the north abutment. The wood decking was completely destroyed by the fire for a distance of 14 LF from the north abutment and the hand rail support members were charred. There were latitudinal 8 IN channels spaced at approximately 10 LF. Approximately half of these members were warped by the heat.

<table>
<thead>
<tr>
<th>Item</th>
<th>Code</th>
<th>Narrative</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TOTAL FORWARD</td>
<td></td>
<td></td>
<td></td>
<td>54568</td>
</tr>
</tbody>
</table>

Total Cost: 54568

Prepared By: Robert Jenkins  
Title: Project Specialist  
Applicant:  
Date:  

Page 2 of 2
San Dieguito River Park Joint Powers Authority  
RP-003G Green Valley Creek Trail Bridge  
(70 foot span, 8 feet wide fiberglass trail bridge)

### Repair vs Replacement (50% Rule)
For the purpose of establishing compliance with the 50% rule, all costs are based on 1996 dollars

**Assumptions:**
20% of the bridge members are destroyed or obviously damaged  
20% of the bridge members appear to be warped  
The bridge was assembled on the bank and pulled across the creek by using a cable from a tow truck  
to pull and a fork lift to lift the other end as the cable was pulled

**Repair Material Cost:**
Damaged or warped members = 40% of Cost of Bridge  
Surcharge for material because of non-standard order = 10%  
**Material Cost = 50% of Cost Of Bridge**

**Repair Labor Cost:**
Because of the level of care that must used to remove and disassemble the bridge  
the labor cost to remove and disassemble is equal to the labor cost required to install the bridge  
**Labor Cost = 200% of Bridge Installation**

*Actual costs are based on archived accounting information. Invoices for these costs were destroyed by fire*

<table>
<thead>
<tr>
<th>Task</th>
<th>Actual 1996</th>
<th>Replacement 1996</th>
<th>Repair 1996</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Engineering Survey</td>
<td>1,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eng. Design of abutments</td>
<td>7,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design of pre-fab bridge</td>
<td>3,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of Bridge, incl. shipping &amp; tax</td>
<td>28,550.00</td>
<td>28,550.00</td>
<td>14,275.00</td>
</tr>
<tr>
<td>Construction of bridge abutments</td>
<td>36,400.00</td>
<td>36,400.00</td>
<td></td>
</tr>
<tr>
<td>Bridge Installation</td>
<td>9,500.00</td>
<td>9,500.00</td>
<td>19,000.00</td>
</tr>
<tr>
<td>Geotech survey and supervision</td>
<td>2,327.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$88,777.00</td>
<td>$74,450.00</td>
<td>$33,275.00</td>
</tr>
</tbody>
</table>

**Repair Cost/Replacement Cost =** $33,275/74,450 = **44.69%**

### Repair Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Repair Cost - 1996 Dollars</strong></td>
<td>$33,275.00</td>
</tr>
<tr>
<td>Inflation Adjustment - 3% per year (1.03E+12)</td>
<td>1,426</td>
</tr>
<tr>
<td><strong>Adjusted Repair Cost</strong></td>
<td>$47,450.15</td>
</tr>
<tr>
<td>Engineering Costs (Curve B - FEMA Public Assistance Guide) 15%</td>
<td>$7,117.52</td>
</tr>
<tr>
<td><strong>Total Repair Cost</strong></td>
<td>$54,567.67</td>
</tr>
</tbody>
</table>
FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION PROPOSAL (HMP)

APPLICANT
San Dieguito River Park Joint Powers Authority

CATEGORY
G

PROJECT #
RP003G

SCOPE OF WORK:
This PW is to repair a 70 FT Span X 8 FT Wide Fiberglass Trail bridge spanning Green Valley Creek which was damaged by wildfires on October 22, 2007. This Hazard Mitigation Proposal is to replace the fiberglass bridge with a 70 FT Span X 8 FT Wide Steel Trail bridge which will not burn, to be installed at the same location and utilizing the existing concrete foundations.

<table>
<thead>
<tr>
<th>MATERIAL AND/OR DESCRIPTION</th>
<th>QUANTITY/UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Engineered Steel Bridge Material Estimate from Vendor</td>
<td>1 / LS</td>
<td>$43,000.00</td>
<td>$43,000.00</td>
</tr>
<tr>
<td>Including delivery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CA Sales Tax at 7.75%</td>
<td>1 / LS</td>
<td>$3,332.50</td>
<td>$3,332.50</td>
</tr>
<tr>
<td>Installation: R.S.Means 2007 Heavy Construction Cost Data</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 34 20.10 0500 Crew E-2 Production for 60 FT Span .120Hrs per SF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 34 20.10 0600 Crew E-2 Production for 80 FT Span .098Hrs per SF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crew E-2 Production for 70 FT Span = .109 Hrs per SF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(70 LF X 8 FT)= 560 SF X .109 Crew Hrs/SF = 61.04 Crew Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation: Crew E-2</td>
<td>61.04 / HRS</td>
<td>$100.27</td>
<td>$6,120.48</td>
</tr>
</tbody>
</table>

Subtotal: $52,452.98

Engineering for bearing on existing concrete abutments
(50 % of Curve B in the Public Assistance Guide) 7.5 %

Demolish existing fiberglass bridge

40% of installation cost ($9,500) X Inflation Factor 1.426

Less: Repair cost for fiberglass bridge

TOTAL COST
(NOT TO BE INCLUDED IN PW) $7,238.08

RECOMMENDED BY (SIGNATURE) AGENCY DATE
FEMA

CONCURRENCE BY LOCAL REPRESENTATIVE AGENCY
San Dieguito River Park Joint Powers Authority

NOTE: Signature by the Federal Inspector is not an approval of this work, and signature by the state and Local Representative is not a commitment to perform the work.
APPLICANT
San Dieguito River Park Joint Powers Authority

DESCRIPTION:
Damaged northern end of bridge

DESCRIPTION
Structural Framing

DESCRIPTION
Damage to channel member and hand rail supports

DESCRIPTION
Warping of lower structural members
TO: JPA
FROM: Staff
SUBJECT: Rancho Santa Fe Polo Club Grading Violation

RECOMMENDATION:

Authorize the Chair to send a letter to the Mayor requesting resolution of the Rancho Santa Fe Polo Club Grading Violation.

SITUATION

A. Summary and Recommendation

On 6-9-2005 the Rancho Santa Fe Polo Club was served with a Civil Penalty Notice for illegal grading along the north bank of the San Dieguito River from El Camino Real to approximately one and one half miles east. To date, in spite of City attempts to resolve the issue, no action has been taken to correct the violation by the Polo Club and penalties have not been enforced. (See Attachment 1 - Chronology of Events).

In the near future the Coast to Crest Trail segment west of the Polo Club will be completed through the San Dieguito Lagoon Restoration Project and the River Park will be ready to extend the trail in the area of the Polo grading violation.

Staff recommends that the Chair be authorized to send a letter to the City of San Diego Mayor requesting resolution of the issue (Attachment 2).

B. Citizens Advisory Committee Recommendation - This item was reviewed by the CAC on July 11, 2008, after this report was distributed. Recommendations will be reported at the Board meeting.

C. Environmental Review
None required.

ALTERNATIVES:
1. Authorize the Chair to send the draft letter to the Mayor requesting resolution of the Polo Club Grading violation.
2. Revise the draft letter.
3. Direct staff to provide additional information or take other action.
RECOMMENDATION Authorize the Chair to send a letter to the Mayor requesting resolution of the Rancho Santa Fe Polo Club Grading Violation.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
1. Chronology of Events
2. Draft letter to Mayor of San Diego
Chronology of Polo Club / Coast-to-Crest Trail Issue

3-17-1986  San Diego City Council approved Final Negative Declaration No. EQD 85-0785 for the Fairbanks Polo Club Lease which stated in part: “Grading of the site would be limited to clearing of brush.” and “The southern boundary of the lease area is located approximately 15 to 20 feet from the top of the San Dieguito River bank, and therefore would not preclude continued use of the existing pedestrian/equestrian path located immediately adjacent to the flood channel.” (emphasis added)

8-25-1986  An addendum to the Polo Club Lease was adopted by the City Council that specifically states “The Public Trail (shown in red on Exhibit “A”) shall remain open to the public at all times.” The exhibit shows the trail as a 20 foot wide area at the top of the river bank. At some time after the Polo Club began operating on the leased property it destroyed the public trail by continuously grading (disking it to a depth of 6-8 inches to keep it loose for the purpose of cooling down their polo ponies which they gallop down the length of the former public trail on strings of 6 to 8 ponies. The disk operation makes the trail useless for hiking or bicycle riding and the galloping polo ponies makes it dangerous for equestrians. The continuous grading over a number of years has also pushed the graded material over the edge of the river bank encroaching substantially into sensitive habitat in the Environmentally Sensitive Lands).

2003-2004  The San Dieguito River Park JPA sent numerous letters to the City Manager and READ asking for resolution of the grading violations by the Polo Club and reestablishment of the public trail.

2-11-2004  Letter from Friends of the River Valley to City of San Diego expressing concern that the Polo Club was in breach of its current lease and noting that “...in no way should a lease amendment allow for the Polo Club to eliminate the potential for a public trail along the south property boundary”.

3-3-2004  Letter from San Dieguito Planning Group to San Diego Real Estate Assets Department (READ) requesting that READ and City Attorney’s Office ensure that the Polo Club’s activities do not “... infringe upon the public trail on the southern boundary of the parcel and that no fences, gates or other Polo Club installations encroach upon the trail which is part of the proposed Coast-to-Crest Trail in the San Dieguito River Valley Park Concept Plan.”

3-5-2004  A Notice of Violation for the illegal grading was provided to the Polo Club.

6-9-2005  Civil Penalty Notice and Order served on Polo Club notifying them of violation of San Diego Municipal Code by “... illegally grading a horse exercise trail adjacent to protected wetlands and outside of the leasehold property line for the Polo Fields.”
12-02-2005  A Civil Penalty Hearing was held and the hearing officer required that the Polo Club, among other things, complete an application for a Site Development Permit to authorize a horse exercise trail and correct grading violations.

6-2-2006  Notice of Application, Project No. 97347, by Rancho Santa Fe Polo Field for a Site Development Permit for Environmentally Sensitive Lands for previous grading.

7-2007  Due to failure of the Polo Club to produce information required by Development Services the application was closed and the illegal grading issue was referred back to Neighborhood Code Compliance. Another Civil Penalty Hearing was subsequently scheduled for 10-4-07, but canceled. At that time a representative of Neighborhood Code Compliance indicated that a “high-level meeting had been held with READ and they decided on another approach to solve the issue”.

1-2008  Inquiries at Neighborhood Code Compliance and READ indicated that the issue was under consideration in the City of San Diego Mayor’s office.
Honorable Mayor and City Council  
The City of San Diego  
City Administration building  
202 “C” Street  
San Diego, CA 92101

Honorable Mayor and Members of the City Council:

For more than five years the San Dieguito River Park has been attempting to restore a public trail that existed on the north side of the San Dieguito River adjacent to the leasehold of the Rancho Santa Fe Polo Club. The Polo Club destroyed that trail through illegal grading and was issued a civil penalty notice on June 9, 2005. Since then no action has been taken to resolve the issue or enforce legal penalties. In the near future the Coast to Crest Trail segment west of the Polo Club will be completed through the San Dieguito Lagoon Restoration Project and the River Park will be ready to extend the trail in the area of the Polo Club grading violation.

I request your review of this issue and timely action to achieve a resolution of the issue to allow the San Dieguito River Park to continue progress on advancing the San Dieguito River Park Coast to Crest Trail through the City of San Diego.

Thank you for your attention. A Chronology of Events regarding this issue is attached and Dick Bobertz, Executive Director of the River Park can provide additional information if needed.

SinAcerely,

David W. Roberts  
Chairman
TO: JPA Board

FROM: Staff

SUBJECT: Utility Lines Along Via de la Valle

RECOMMENDATION: Consider CAC and Staff recommendation to be reported orally at today’s meeting.

SUMMARY

The San Dieguito Planning Group is asking for the San Dieguito River Park’s support in facilitating the undergrounding of utility lines along Via de la Valle in the vicinity of the lagoon wetland restoration project. The Planning Group recently sent a letter to City of San Diego elected officials urging them to underground or consolidate the utility lines along Via de la Valle (Attachment 1). Representatives of the planning group and SDG&E presented their position at the June 16, 2008 PRC meeting asking that the JPA support their effort. A presentation was also scheduled for the July 11, 2008 CAC meeting. The CAC position will be reported at today’s meeting.

In May 2006, the JPA Board took action on the issue of the utility lines along Via de la Valle and sent a letter to the Mayor of San Diego asking that the lines be undergrounded to improve views to the soon-to-be-restored lagoon. The undergrounding has not yet occurred and the existing SDG&E powerlines in the lagoon have since been relocated on SCE-owned property just south of Via de la Valle (also known as the “Villages” property). The Western River Valley Task Force that was convened by Councilman Scott Peters’ office in 2006 to resolve differences about the widening of Via de la Valle and El Camino Real also included undergrounding utility lines as a priority.

SDG&E recently completed the relocation of their lines on ten new poles. However, 33 old utility poles containing other power and telephone lines still exist along the south side of Via de la Valle. These lines are not proposed for relocation or undergrounding in the near future. In addition, new power poles have been erected on a north-south line at the western edge of the former Boudreau property.

DISCUSSION:

Background

The Southern California Edison wetland restoration design included the relocation of utility poles out of the lagoon area east of Interstate 5. The Final Restoration Plan included a relocation route, which called for relocating SDG&E powerlines to the south side of Via de la Valle on new
poles that would also accommodate the existing telephone lines. The relocation was necessary to remove the powerlines from the areas that would be converted to wetlands subjecting the poles to inundation and potential scour, and to remove raptor perches from the area. However, implementing the relocation plan was complicated by the uncertainty of widening Via de la Valle and the fact that funds from the City of San Diego for undergrounding are not available.

When the JPA investigated the undergrounding of utility lines in 2006, they discovered that Via de la Valle had not been included as a priority area eligible for undergrounding funds (called 20A funds). According to the City’s financing staff Via de la Valle had not been included as a priority project for undergrounding and no 20A funds had been allocated. According to the representatives for the Planning Group and SDG&E, SCE had offered to contribute substantive funds ($3 million) for undergrounding the new power lines; however, the City did not have funds to contribute to the undergrounding and the relocation proceeded without undergrounding. It is estimated to cost $10-15 million to underground this ½ mile stretch of utility lines.

**Issues**

SDG&E recently completed the relocation of their lines on ten new poles located in an easement just south of Via de la Valle along the edge of the Villages property (this parcel will be transferred to the JPA once the wetland restoration is complete).

The San Dieguito Planning Group is asking elected officials to remedy the current situation and, at a minimum, facilitate consolidating all the utility lines onto the new poles (which are designed to accommodate all the utility lines) so that the old poles can be removed along Via de la Valle thus improving views into the restored lagoon. According to SDG&E, they cannot allocate funds to underground lines for aesthetic purposes unless it is tied to a condition by a government agency.

The PRC is supportive of the San Dieguito Planning Group’s position, but is concerned that taking a position to consolidate utility lines on the new poles could undermine the JPA’s previous position to underground the lines. Therefore, the JPA’s position should be clear that undergrounding the lines is the ultimate goal but that consolidation in the interim would go a long way to improving the current unsightly situation. Funds from other potential sources should be explored (Poseidon mitigation and the widening of Via de la Valle).

Staff recommends that in developing your position on whether to urge consolidation or undergrounding, consideration should also be given to the timeline for the future widening of Via de la Valle. If undergrounding could be accommodated when the road is widened, then it may be acceptable to wait until that time, rather than to seek consolidation in addition to undergrounding.

**RECOMMENDATION:** Consider CAC and Staff recommendation to be reported orally at today’s meeting.
Respectfully submitted,

Shawna Anderson, Environmental Planner

Attachment:
1. Letter from San Dieguito Planning Group
2. Letter from Carmel Valley Planning Group
City of San Diego, Council District One
Councilman Scott Peters
202 'C' Street, MS #10A
San Diego, CA 92101

County of San Diego, Supervisory District 3
Supervisor Pam Slater-Price
1600 Pacific Highway, Room 335
San Diego, CA 92101

Dear Supervisor Slater-Price and Councilman Peters;

The San Dieguito Planning Group requests your assistance to remedy a potentially huge waste of private and public funds. A beautiful, newly-restored lagoon may become environmentally unacceptable, with its view blighted by 43 utility poles along a ½ mile stretch of road.

By a vote of 11-0-1, I was authorized to make this request by the planning group.

In the next couple of years the San Dieguito Wetlands Restoration Project will provide our region with one of the finest natural landscapes in the country. This $86-million investment of private funds will benefit generations of citizens with parks, trails and wildlife encounter opportunities. It will be the anchor segment of the Coast-to-Crest Trail that will span all of San Diego County.

Unfortunately the premier view shed for the wetlands from Via De La Valle is blighted with utility poles and lines that are getting worse by the day. As part of the required utility line relocation out of the lagoon area, San Diego Gas & Electric is rerouting a transmission/distribution line, a 10-pole portion of which will parallel Via De La Valle between San Andres Drive and Santa Fe Downs. These new wooden and steel poles and their supported conductors will be added to the existing 33 wood poles and 9 wires/cables that currently line the south side of Via De La Valle, a City of San Diego street. When current work is completed, a total of 43 poles with crossarms, wire and cable attachments will line this ½-mile stretch and obstruct the beautiful new lagoon views from the area which will host the visitors viewing platform and from the thousands of drivers per day who use this route.

Several years ago the Southern California Edison Project Manager proposed that the City of San Diego utilize a portion of its utility undergrounding allotment to place all
of these lines out-of-sight. That offer was declined, so SCE and SDG&E are proceeding with the overhead line relocation.

It would be a huge waste of Lagoon Restoration funds and years of effort to leave all of these utility lines in place to ruin the view of this magnificent new landscape. It is requested that you re-visit this pending visual disaster, and allocate the funds required to underground these lines. If undergrounding funding can not be allocated from the City and/or County, an alternate minimum proposal would be to consolidate all existing wires and cables onto the new 10-pole segment, thereby eliminating at least 33 old poles. The new line has been designed by SDG&E to support these transferred lines. This would also move all of the lines nearly 100 feet south of the current Via De La Valle roadway until such time as the road is widened to its final configuration.

This undergrounding or realignment can and should be completed in time for the Lagoon Restoration opening scheduled for late 2009 to provide the public with what it deserves: a world-class view of a restored lagoon.

Sincerely,

Paul D. Marks, Chair
San Dieguito Planning Group

Cc: The San Dieguito River Park Joint Powers Authority
    14103 Highland Valley Road
    Escondido, CA 92025

    County of San Diego, Supervisory District 5
    Supervisor Bill Horn
    1600 Pacific Highway, Room 335
    San Diego, CA 92101

    Southern California Edison
    Samir Taniou, Project Manager
    2775 Via De La Valle, suite 208
    Del Mar, CA 92014

    San Diego Gas & Electric
    Sonja Waller, Planner
    571 Enterprise Street
    Escondido, CA 92029

    HP Communications
    Chris Dotinga, Manager
    10400 Treena Street
    San Diego, CA 92131

    Time Warner Cable
    Tom Scanlon, Manager
    10450 Pacific Center Court
    San Diego, CA 92121
AT&T California
Michelle Randolph, Engineer
7650 Convoy Court
San Diego, CA 92111

Cox Communications
Sara Dufour, Project Planner
5159 Federal Boulevard
San Diego, CA 92105-5486
July 8, 2008

Councilman Scott Peters, District 1
City of San Diego
202 C Street, MS #10A
San Diego, CA 92101

Supervisor Pam Slater-Price, District 3
County Board of Supervisors
1600 Pacific Highway, Room 335
San Diego, CA 92101

Subject: Utility Poles Along Via de la Valle in the Western San Dieguito River Valley

Dear Councilman Peters and Supervisor Slater-Price:

We are disappointed and concerned with the recent proliferation of unsightly utility poles now dominating the landscape of the San Dieguito River Valley "Wetlands Restoration Project" from the ocean to El Camino Real. The necessity of removing 10 SDG&E wooden and steel poles from the lagoon area will add ten more unsightly poles to the 33 existing poles and 9 wires/cables just south of Via de Valle will total 43 poles with accompanying crossarms and other attachments within just a half-mile stretch of the wetlands viewshed.

In previous letters to the City of San Diego, this Board has argued for undergrounding of all utility lines in this natural open space park and restoration. The Board consistently has asked the City to make this a priority area for undergrounding, especially given the wetlands restoration effort involving years of public and private funding, lobbying efforts, and thousands of volunteer hours. Also, we have stated that undergrounding of power lines in the Via de la Valle and El Camino area should be an integral part of any City plans to widen these roads.

These requests have gone unheeded and now, within a year and a half of the completion of the wetlands restoration project, an $86 million Southern California Edison mitigation requirement, the much anticipated and welcomed "return to nature" is severely blighted by 33, soon to be 43, power lines, both AT&T's and SDG&E's.
First and foremost, all utility lines in this natural setting should be undergrounded. City 20A fund allocations should be re-examined, to place this project as a priority, given the impacts of this intrusion on the natural environment to residents and drivers from the City and County from Carmel Valley, Rancho Santa Fe, Fairbanks Ranch, and the cities of Solana Beach and Del Mar. With cooperation between the City and County, other sources of funding can and should be sought. This is our primary request.

However, we agree with the San Dieguito Planning Group’s proposal to you (letter to you March 11, 2008) that, in the interim, a solution that would reduce these 43 utility poles to 10 should be actively pursued before the wetlands restoration project is completed sometime next year.

According to SDPG’s technical advisor on this issue, Bruce Liska, whose career includes working with SDG&E on transmission lines, all existing 33 utility poles’ wires and cables can be consolidated onto the newly-relocated 10 poles, which have been designed by SDG&E to support these lines. This action not only would greatly reduce the number of utility poles forming almost a wall along Via de la Valle. It also would move all equipment nearly 100 ft. south of Via de la Valle, to a lower and less imposing elevation.

We especially appreciate the SDPG’s summary of this situation:

"This undergrounding or realignment can and should be completed in time for the Lagoon Restoration opening scheduled for late 2009 to provide the public with what it deserves: a world-class view of a restored lagoon."
(and wetland/upland preserve)

Thank you for your past leadership in preservation efforts in this beautiful river valley.

Frisco White, Jan Fuchs/Anne Harvey, Co-Chairs
Chair Regional Issues Subcommittee

Cc: Dave Roberts, Chair
Joint Powers Authority, San Dieguito River Valley Park

Samir Tanious, Project Manager
Southern California Edison

Paul D. Marks, Chair
San Dieguito Planning Group

J.C. Thomas III, Regional Manager of Public Affairs
SDG&E
The San Dieguito River Park
Invites You To Spend

A Day At The Races

Saturday, August 30\textsuperscript{th}
Noon – 6:00 P.M.
At the Del Mar Racetrack

Have fun while supporting the San Dieguito River Park’s efforts to build a viewing platform overlooking Lake Hodges Dam on the Coast to Crest Trail!

$50 Donation Includes:
Admission, Full Course Cabana BBQ Lunch, Handicapping Tips, and Private Trackside Seating
Parking Fees and Alcoholic Beverages Not Included

*Fresh from the Grill*
All Beef Hot Dogs and Chicken Breasts with BBQ Sauce
Mixed Green Salad with Cucumbers, Tomatoes, Croutons With Ranch or Balsamic Dressing,
Pasta Salad, Corn on the Cob, Cowboy Beans,
Sliced Watermelon, Potato Chips, Rolls and Butter,
Ice Cream Bar on a Stick, Lemonade & Iced Tea

Visit www.sdrp.org today to order your tickets!
ALL TICKETS MUST BE PURCHASED IN ADVANCE BY AUG. 22ND