San Dieguito River Valley Regional Open Space Park  
18372 Sycamore Creek Road  
Escondido, CA 92025  
(858) 674-2270  Fax (858) 674-2280  
www.sdorph.org

SAN DIEGUITE RIVER VALLEY REGIONAL OPEN SPACE PARK  
JOINT POWERS AUTHORITY

9:30 a.m. – 12:00 p.m.  
Friday, September 16, 2011
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 17, 2011

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. Memorandum of Understanding – Sikes Adobe Farmers Market  (page 4)
2. Award Contracts for Eucalyptus Removal at Del Dios Gorge  (page 11)
3. Amend FY 11/12 Budget to Appropriate Grant Funds Received  (page 14)
4. Crosby Estate Conservation and Access Easements
   a. Accept 4.4 acre Conservation Easement from Crosby Estate  (page 18)
   b. Accept 85 acre Conservation Easement from County  (page 20)
   c. Accept Access Easement from Crosby Golf  (page 23)
5. New CAC Property Owner Representatives  (page 30)
ACTION

6. SANDAG/Caltrans Wetland Restoration Project at San Dieguito Lagoon (Presentation by Keith Greer) (page 33)

7. Ad Hoc Committee Report (page 34)

8. Polo Club Lease Renewal (page 35)

9. Coast to Crest Trail Implementation (page 44)
   a. Resolution Applying for River Parkway Grant Funds for Clevenger/Pamo Valley Segment of the Coast to Crest Trail
   b. Letter to California Department of Fish & Game

10. Award Contract for Entry Monument Design, Fabrication and Installation (pg 58)

11. Escondido Creek Watershed Alliance (page 65)

INFORMATION

12. Mobility Policy (page 72)


14. Trail Mile Markers (page 80)

15. 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

16. Status Reports (Oral)
   a. River Park Projects
   b. Proposed Trail Parking/Staging Area in Del Mar

17. 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.

18. Communications

19. Closed Session

Conference with legal counsel pursuant to Government Code Sec. 54956.9(a) regarding pending litigation: City of Solana Beach et al. v. 22nd District Agricultural Association.

THE NEXT REGULAR JPA MEETING WILL BE NOVEMBER 18, 2011.

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 to be made. The agenda and minutes are available at no cost on the San Dieguito River Park web site at www.sdrp.org.
Agenda Item 1  
September 16, 2011

TO: JPA Board
FROM: Staff
SUBJECT: Memorandum of Understanding – Sikes Adobe Historic Farmstead Farmers Market

RECOMMENDATION:
Approve attached MOU with North San Diego County Certified Farmers Market and authorize the Executive Director to execute the agreement.

SITUATION:
The attached draft MOU allows the North San Diego County Certified Farmers Market to conduct a Farmers Market at the Sikes Adobe Historic Farmstead on Sundays from 10-4. This is the same Market Manager that has been operating the Sikes Adobe Farmstead Market since April of this year (without a written agreement). The agreement is for a 3 year period, but can be terminated by either party with 90 days notice. The agreement states that the primary objectives of the Farmers Market are to bring foot-traffic to Sikes Adobe, increase awareness of the site, and support local agriculture. The agreement establishes that the market manager will not pay rent for use of the site; however, on a quarterly basis, the JPA will receive 25% of any revenues over $13,000 received for the quarter.

The North San Diego County Certified Farmers Market will be responsible for all costs associated with running their business, including obtaining and renewing permits and marketing, except that the JPA will provide electricity and water to the vendors on Sundays during Market hours as needed.

Staff recommends that your Board approve the attached MOU.

CAC RECOMMENDATION:
This item has not been reviewed by the CAC.

FISCAL IMPACT
None

ALTERNATIVES

1. Approve attached MOU.
2. Do not approve attached MOU and give staff other direction.
RECOMMENDATION:

Approve attached MOU with North San Diego County Certified Farmers Market and authorize the Executive Director to execute the agreement.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:

1. Draft MOU
2. Map of Farmers Market Area
Memorandum of Understanding
Between San Dieguito River Park Joint Powers Authority (JPA) and Win4Web, Inc.
dba North San Diego Farmers Market (NSDFM), known collectively as “Parties”.

The parties to this Memorandum of Understanding desire to consolidate the operations of the
former Webb Park Certified Farmers Market (CFM-0208) with the Sikes Adobe Certified
Farmers Market (CFM-0207), which is sponsored by the JPA. This document lays out terms of
that understanding.

WHEREAS, Claire Winnick, CEO of Win4Web, Inc, one of the former Market Managers for the
Webb Park Certified Farmers Market, owns, operates and manages an independent entity
known as the North San Diego Farmers Market (also known as North San Diego Certified
Farmers Market);

WHEREAS, the JPA owns the parcel of land containing the Sikes Adobe Historic Farmhouse at
12655 Sunset Drive, Escondido, CA 92025, said property being known as the Sikes Adobe
Historic Farmstead;

WHEREAS, NSDFM wishes to locate and operate its business, which is an independent
operation owned and operated by Win4Web, Inc, dba North San Diego Farmers Market, at the
Sikes Adobe Historic Farmstead;

WHEREAS, the JPA wishes to provide said parcel for NSDFM’s use to operate a Certified
Farmers Market with the expectation of increased foot traffic to the site, and fundraising
opportunities from Market-Sponsored special-events and features;

SECTION 1. Parties agree:

1. The market is named “NORTH SAN DIEGO CERTIFIED FARMERS’ MARKET” in
   accordance with CFM0207 revised 8/4/2011.
2. The market will operate weekly on Sundays from 10 a.m. to 4 p.m. (Summer) and 10
   a.m. to 3 p.m. (Winter) except for certain holidays that fall or may fall on Sunday
   (Christmas, Easter and any others, as may be agreed between the parties).
3. NSDFM has the right to use the Sikes Adobe Historic Farmstead designated market
   area under the terms of this agreement without paying rent for the use of the Farmstead.
   ▪ The Farmers Market will have exclusive and unrestricted use of the designated
   Certified Farmers area, as approved by the San Diego Department of Agriculture
   every Sunday from 7am-7pm.
4. NSDFM will assume all responsibility for compliance with governmental regulations
   regarding operation and permitting of the Farmers Market.
5. NSDFM is responsible for setting and collecting vendor fees, and to waive fees as they
   deem appropriate in accordance with prudent business practices.
6. NSDFM is responsible for maintaining up to date Market Rules and other documents
   necessary for market operation.
   ▪ The currently approved (by the San Diego Department of Agriculture) Market Rules
   are dated 8/2/2011.
7. NSDFM has discretion in selecting market vendors, making every effort to maintain
   appropriate dignity and decorum with a focus on, in the following order of priority:
   ▪ Certified Farmers,
   ▪ Licensed Nursery Growers,
   ▪ prepared foods,
   ▪ served foods,
   ▪ arts and crafts (local artisans),
   ▪ unique products that are handmade and/or locally-made,
• unique products that are manufactured and consistent with the Farmers Market
  experience,
• informational/demonstration, and service providers from the local community.
• other vendors that offer variety, diversity, and appeal to the Farmers Market, subject
  to space-availability and appropriateness of product/service.

8. NSDFM agrees that JPA has the right to request reconsideration of any vendors that it
feels may not be consistent with the Farmers Market experience, may prove detrimental
 to the operation of the Farmers Market, or may diminish the Farmers Market standards
or the level of dignity appropriate for the Sikes Adobe Historic Farmstead.

9. The Sikes Adobe Historic Farmstead may operate other activities in parallel besides the
NSDFM for the purpose of achieving overall financial sustainability for the Sikes Adobe
Historic Farmstead. Parties sharing the farmstead grounds (notwithstanding the
exclusive area and dedicated use by the Farmers Market during market operating hours)
during the same timeframe agree to cooperate for the benefit of the Sikes Adobe Historic
Farmstead and for each party’s mutual benefit.

10. Activities and permanent structures permitted at Sikes Adobe Historic Farmstead will be
guided by the Sikes Adobe Historic Farmstead Master Plan.

11. Parties agree that the market operations are owned and operated independent of the
JPA by Win4Web, Inc. The market is designed to generate sufficient gross revenue to
be self-supporting and a viable business, covering all operational and management
expenses, including reasonable payment for labor and management, and reserves for
infrastructure, periodic expenses, and ongoing growth and improvement. Special
activities may be facilitated by the Farmers Market with the specific intent of providing
fundraising opportunities for the Sikes Adobe Historic Farmstead; subject to Section
2.14.

12. Parties agree that based on the NSDFM current business plan, the Certified Farmers
Market for the period 4/1/2011-3/31/2012 needs to generate on average a minimum of
$1,000/week gross revenue to be self-supporting and a viable business, covering all
operational and management expenses, including reasonable payment for labor and
management, and reserves for infrastructure, periodic expenses, and ongoing growth and
improvement.
• The minimum operating gross revenue figure may be recalculated and adjusted if
  necessary, based on actual expenses and market budget, after 1 year of operation
  (April 2012), and every April annually.

13. Parties agree to work together cooperatively to utilize and/or design an operational
layout on the site that is attractive to both shoppers and vendors, conducive to a
successful market, and to amend the layout over time as needed.

14. The term of this MOU is for 3 years from the date of execution, with a right to renew for
an additional 5 years if the parties mutually agree.

15. Notwithstanding #14 above, either party has the right to withdraw from this agreement
with no penalty with 90 days notice, or shorter notice if both parties are in agreement.

SECTION 2. In addition, NSDFM Agrees:

1. NSDFM will comply with State, County or Federal regulations regarding the operation of
the Farmers Market. Failure to comply could result in civil liabilities, for which NSDFM
would be responsible.

2. NSDFM will coordinate with the Department of Health to insure that the proper Health
Permits are issued for the intended Farmers Market operations, and will coordinate any
needed modification of the permit documentation. Any costs associated with permitting
or modifications will be paid for by NSDFM.
• NSDFM will be responsible for the annual costs and fees for Environmental Health
  Department permit and the Agriculture Department certificate, and will pay them
directly to the billing parties as routine market expenses as they are due.

3. NSDFM will recruit, select and manage all vendors; subject to Section 1.7.
4. NSDFM will offer Christine Bass (Sikes Adobe Volunteer Host) independent-contractor responsibilities with the market. Hours will be Sundays 7:30am-10:30am, and Sundays 3:30pm-5:30pm (2:30pm-4:30pm during Winter Hours). Compensation will be determined by agreement between Chris Bass and NSDFM. Agreements between NSDFM and Chris Bass will be "at-will".

5. NSDFM will make and submit all reports as required by the Department of Agriculture, including remittance of quarterly CPC fees.

6. NSDFM will not charge vendor fees for documented non-profit organizations with ties to the community, such as animal adoption services, Girl Scouts, etc. However, scheduling may be limited to an as-space-available basis.

7. NSDFM will make available at each market upon request by JPA and/or Sikes Adobe Historic Farmstead one 10x10 stall space, at no expense, for the Sikes Adobe Historic Farmhouse, with a locked donation box, to be staffed and utilized as JPA sees fit. JPA will need to provide its own canopy, table and covering, chairs, and staffing.

8. Marketing, promotion, and advertising of the Certified Farmers Market and market-related special events will be the responsibility of NSDFM in accordance with prudent business practices. Costs of marketing will be included in the weekly, monthly, quarterly and annual operating expenses, with associated reserves established operationally for these expenses.

9. NSDFM will maintain a detailed accounting of market sales, market revenue, and market expenses for its business records.

10. **Weekly**, a summary will be provided to JPA by Wednesday outlining the Sunday's market performance. Summary will include:

    - Total Market Transactions
    - estimated foot-traffic
    - vendor counts
    - vendor-minimum fee statistics
    - gross market revenue Profit or loss
    - any donations and/or funds generated during market hours for the benefit of the Sikes Adobe Historic Farmstead.

    Donation payments will be made by Win4Web, Inc. corporate check payable to the San Dieguito River Park JPA, to be used for the dedicated benefit of the Sikes Adobe Historic Farmstead.

11. **Quarterly**, within 30-days of the end of each quarter (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec) NSDFM will compile a quarterly market operations summary, to be submitted to the Deputy Director of the JPA. This quarterly summary will outline:

    - Total Market Transactions
    - estimated number of shoppers
    - the total number of vendors
    - itemization of donations and/or funds generated during market hours for the benefit of the Sikes Adobe Historic Farmstead
    - Gross Quarterly Revenue (total of fees collected from vendors).

12. If the **Gross Quarterly Revenue** (total of fees collected from vendors) exceeds $13,000 (an average of $1,000 per week), NSDFM agrees to donate 25% of the amount collected over $13,000 directly to the San Dieguito River Park JPA; refer also to Section 1.11; 1.12

    Donation payments will be made by Win4Web, Inc. corporate check payable to the San Dieguito River Park JPA, to be used for the dedicated benefit of the Sikes Adobe Historic Farmstead.

13. If the **Gross Quarterly Revenue** (total of fees collected from vendors) is less than $13,000 (an average of $1,000 per week), there will be no donation to the San Dieguito River Park JPA or Sikes Adobe Farmstead made under this section by NSDFM for the quarter; refer also to Section 1.11; 1.12

14. On a planned basis, intended to be at least once each quarter, NSDFM will hold special events as an additional feature of the regular weekly Farmers Market, and these events
will have a flat amount earmarked specifically for the Sikes Adobe Historic Farmhouse, deducted from the special-fee amounts paid by each of those participating vendors. The remaining special-fee amounts collected will be included in the market gross-revenue for the day.

15. NSDFM will coordinate with Anne Cooper, Sikes Adobe Museum Manager, and SDRP ranger staff for guidance and preservation of the environment and promotion of the Sikes Adobe Historic Farmstead.

16. NSDFM agrees to leave the site on Sunday night after 7:00pm in a condition comparable to or better than as received each Sunday morning at 7:00am.

SECTION 3: In addition, JPA agrees:

1. JPA will permit NSDFM to maintain a 10x20 foot storage container in the northeast section of the staging area.
2. JPA will permit NSDFM to maintain a VIP Porta-Pottie provided by Diamond Environmental Services (or other provider) at the North end of the Market Area.
3. JPA will permit NSDFM to maintain a 4-Basin Sink provided by Diamond Environmental Services (or other provider) at the south end of the Staging Area.
4. JPA will permit NSDFM to post signs advertising the Farmers Market to the public during the week on the split-rail fence running along Sunset Drive, on the entry gate to the Farmstead Site, and on the outside of the Storage Unit.
5. JPA will permit NSDFM to maintain a trash dumpster of sufficient size and available volume to accommodate all trash and disposables generated during the Farmers Market each Sunday.
6. JPA will permit NSDFM to utilize available electrical power as needed for Farmers Market operations during the Farmers Market hours.
7. JPA will permit NSDFM to utilize available non-potable water as needed for Farmers Market operations via the water spigots located throughout the Farmers Market area and staging area.
8. JPA will obtain and maintain adequate liability insurance coverage for the Farmers Market without reimbursement from NSDFM.
   - Also-Insured to include "Claire Winnick", "North San Diego Certified Farmers Market", and "Win4Web, Inc.".
9. JPA will provide NSDFM with access to the farmstead site in market setup-ready condition each Sunday morning no later than 7:00am.
10. JPA will maintain the farmstead site’s market-use area and staging area (used for shopper parking) free of recognizable hazards (stumps, holes, protruding materials, harmful plants and animals) provided NSDFM informs JPA of potential hazards in a timely manner;
11. NSDFM will maintain the farmstead site’s market-use area in a condition conducive to a positive vendor and shopper experience; including but not limited to mowing/brush control.

NSDCFM Signature Date

SDRPJPA Signature Date
TO: JPA Board
FROM: Staff
SUBJECT: Award Contracts for Eucalyptus Removal at Del Dios Gorge

RECOMMENDATION:
Award contract for eucalyptus removal to Pacific Slope Tree Company.

SITUATION:
The JPA partnered with the San Dieguito River Valley Conservancy (SDRVC) on a grant which was received in late 2010 from the State Resources Agency. The grant was for the Del Dios Gorge Recreation and Restoration project, which has two components: trail improvements, and eucalyptus removal and replacement with native plants. JPA staff is taking the lead on the trail improvements, most of which will be done in-house. SDRVC is taking the lead on the eucalyptus removal and habitat restoration component. However, because the grant award and contract is with the JPA, it is the JPA which will award the contracts and be responsible for the overall project.

Leslie Woollenweber with SDRVC met with qualified contractors at the job site to solicit bids for the eucalyptus removal, processing, herbicide treatment and traffic control. She received the following two bids this summer:
Arbor West Tree Surgeons $1,012,750
Pacific Slope Tree Company $255,000
In addition, she received a bid from Washburn Grove Management for $520,808 in 2008, when she initially obtained cost estimates for the grant application.

Attached is a fact sheet with details about the project.

Contracts for removal of dead trees by helicopter may also be required. If information is available in time for your Board’s action at today’s meeting is available, it will be reported orally.

It is our recommendation that your Board award the contract for the eucalyptus removal to the Pacific Slope Tree Company for $255,000.

CAC RECOMMENDATION:
This item has not been reviewed by the CAC.
Agenda Item 2
September 16, 2011

FISCAL IMPACT

None. The costs are reimbursed by a State grant.

ALTERNATIVES

1. Award contract for eucalyptus removal to Pacific Slope Tree Company.
2. Do not award contracts and give staff other direction.

RECOMMENDATION:

Award contract for eucalyptus removal to Pacific Slope Tree Company.

Respectfully submitted,

Susan Carter
Deputy Director
Del Dios Gorge Riparian Restoration Project  
-- Fact Sheet --

Scope of Project
The project area encompasses approximately 1.1 miles of the San Dieguito River corridor below the Lake Hodges dam, from Artesian Creek to Camino de Estrellas along Del Dios Highway. Approximately 21 acres of extremely dense eucalyptus will be removed. Native riparian vegetation is expected to re-establish from existing cover; the grant provides funding to plant additional native trees and shrubs.

Purpose & Benefits of Project
The project area is heavily impacted by extremely dense eucalyptus forest and other invasive species. Eucalyptus trees effectively displace native vegetation, eliminating critical wildlife habitat and biodiversity. The restoration work will benefit at least four special status migratory bird species, re-establish native riparian forest, decrease the risk of catastrophic fire in the narrow gorge, and significantly enhance the scenic value of the area for trail users.

Source of Funding
The project is being funded through a $1,049,368 grant from the California Natural Resources Agency River Parkways program to the San Dieguito River Park Joint Powers Authority in 2010. $873,000 of the grant funding is allocated to the riparian restoration element of the project and the remaining $176,368 to various trail enhancements.

Methods
All work will be carried out by licensed professional contractors. Trees will be cut and removed by hand or with appropriate equipment. Downed trees will be processed into firewood or chipped. Tree stumps will be treated with herbicide to prevent regrowth. A watersafe herbicide formulation will be used where necessary.

Schedule of Work
The project period is from September 15, 2011, to January 10, 2014. Tree removal and revegetation will occur during the following times:

- September 15, 2011 – March 15, 2012
- September 15, 2012 – March 15, 2013
- September 15, 2013 – January 10, 2014

Project Contacts
Sponsor: San Dieguito River Park Joint Powers Authority
Susan Carter, Deputy Director
(858) 674-2275 x11

Project Manager: San Dieguito River Valley Conservancy
Leslie Woollenweber, Conservation Programs Director
(858) 674-2275 x12
TO:       JPA Board
FROM:     Staff
SUBJECT:  Amend FY 11/12 Operating Budget to Appropriate Grant Funds Received

RECOMMENDATION:

Adopt the attached amendment to the FY 11/12 Operating Budget

A. Background

Staff recommends that your Board amend the current year operating budget to appropriate grant funds that were received after the FY 11/12 budget was adopted. These grants were from the County of San Diego Neighborhood Reinvestment Act and Community Enhancement Programs at the recommendation of Supervisor Slater-Price (as well as $2,000 at the recommendation of Supervisor Bill Horn for scout projects).

- $30,000 Entry Monuments (see separate staff report)
- $27,218 Interpretive Sign Panels (grant will pay for design, fabrication and layout of 7 interpretive panels to be located along the Coast to Crest Trail)
- $4,000 Funds to assist scouts to complete their projects in the Park.

Staff recommends that your Board adopted the attached FY 11/12 operating budget amendment.

Respectfully Submitted,

Dick Bobertz
Executive Director

Attachments:
1. Proposed Amended FY 11/12 Trails and Land Management Budget
2. Proposed Amended FY 11/12 Capital Project Budget
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## Capital Project Budget

### San Dieguito River Valley Regional Open Space Park

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### Item Appropriations FUND 44655

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<td>4 52396 Water Quality Monitoring and Reporting</td>
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<td>52396 Sikes Adobe Interpretive and Display</td>
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<td>9 Total Services and Supplies</td>
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<td>13 Revenues</td>
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<td>16 47535 Community Enhancement Program and NRP</td>
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<td>225,000</td>
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<td></td>
<td>255,000</td>
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</table>
TO: JPA Board
FROM: Staff and Legal Counsel
SUBJECT: Resolution Accepting Crosby Conservation Easement

RECOMMENDATION:

Adopt attached resolution accepting a conservation easement over approximately 4.4 acres of open space and vernal pool habitat owned by The Crosby Estate at Rancho Santa Fe Master Association and authorizing the Executive Director to execute all documents necessary to complete the transaction.

Background

As part of the permit conditions for the project commonly known as the Bridges Subdivision, now referred to as Crosby Estates, the developer was required to set aside approximately 4.40 acres of open space property that is also vernal pool habitat and to ensure its preservation as protected open space in perpetuity by way of a conservation easement accepted by a qualified entity. The open space property is currently owned by the Crosby Estate at Rancho Santa Fe Master Association (“Association”) and it has asked the JPA to accept a conservation easement over the property.

Acceptance of the conservation easement by the JPA is an accommodation to the Association and does not include any maintenance or other obligations associated with land ownership, but instead simply provides the JPA with authority to monitor, and if necessary, enforce compliance with the terms and conditions of the conservation easement. The Association remains responsible for maintenance of the conservation easement area. The conservation easement area is within the JPA’s Focused Planning Area, and assisting with its retention as protected natural open space is consistent with the purposes for which the JPA was formed.

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 Crosby conservation easement deed.
2. Do not adopt attached resolution and give staff other direction.

RECOMMENDATION:

Adopt attached resolution authorizing acceptance of the Crosby conservation easement deed.

Respectfully submitted,

Susan Carter
Deputy Director

Attachment:
1. Draft Resolution (available at the meeting)
2. Conservation Easement (available at the meeting)
3. Map (see page 29)
TO: JPA Board
FROM: Staff and Legal Counsel
SUBJECT: Resolution Accepting County Conservation Easement

RECOMMENDATION:

Adopt attached resolution accepting a conservation easement over approximately 85 acres of open space property owned by the County of San Diego and authorizing the Executive Director to execute all documents necessary to complete the transaction.

Background

As part of the County of San Diego approval of the project commonly known as the Bridges Subdivision, now referred to as Crosby Estates, the County accepted title to approximately 85 acres of open space adjacent to the project. An additional requirement imposed by the Army Corps of Engineers Section 404 Permit for the Bridges Subdivision was that a different entity accept title to a conservation easement over the County open space property to ensure its permanent preservation as natural open space. The County has asked the JPA to accept the required conservation easement.

The conservation easement does not impose any management or landowner obligations on the JPA. It is an accommodation for the County that allows the JPA to monitor, and if necessary, enforce compliance with the terms and conditions of the conservation easement property. The County is ultimately responsible for maintenance of the conservation easement property. Pursuant to conditions of approval for the Bridges Subdivision and a separate easement agreement, the homeowners association for Crosby Estates is obligated to maintain the conservation easement property. The conservation easement area is within the JPA’s Focused Planning Area, and assisting with its retention as protected natural open space is consistent with the purposes for which the JPA was formed.

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 conservation easement deed.
2. Do not adopt attached resolution and give staff other direction.

________________________________________

RECOMMENDATION:

Adopt attached resolution authorizing acceptance of the County conservation easement.

Respectfully submitted,

______________________________
Susan Carter
Deputy Director

Attachment:
1. Draft Resolution
2. Conservation Easement (available at the meeting)
3. Map (see page 29)
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 COUNTY OF SAN DIEGO CONSERVATION EASEMENT

WHEREAS, The San Dieguito River Valley Regional Open Space Park Joint Powers Authority (“JPA”) is empowered by its Joint Powers Agreement and state law to acquire interests in real property, including conservation easements;

WHEREAS, the County of San Diego owns approximately 85 acres of real property in the San Dieguito River Valley that has been set aside as protected open space (“County Open Space”) in accordance with conditions of approval for a project commonly known as the Bridges Subdivision;

WHEREAS, the United States Army Corps of Engineers Section 404 Permit for the Bridges Subdivision requires that the County Open Space be protected by a conservation easement held by a qualified entity other than the County of San Diego;

WHEREAS, the County of San Diego has requested that the JPA accept the conservation easement over the County Open Space attached hereto as Exhibit A (“Conservation Easement”);

WHEREAS, the County Open Space is within the JPA’s Focused Planning Area, and the purpose of the Conservation Easement is to ensure that the property is preserved in its natural, scenic, open space condition; and

WHEREAS, acceptance of the Conservation Easement by the JPA does not include any maintenance or other obligations associated with land ownership, but instead simply provides the JPA with authority to monitor, and if necessary, enforce compliance with the terms and conditions of the Conservation Easement,

NOW, THEREFORE, be it resolved that the Board of Directors of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority hereby approves acceptance of the Conservation Easement and authorizes its Executive Director to execute all necessary documents to complete said transaction.

Passed and adopted this ________ day of September, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________________________
Sherri Lightner, Chair

ATTEST: Jan Lines, Clerk

__________________________________________
TO: JPA Board
FROM: Staff and Legal Counsel
SUBJECT: Resolution Accepting Access Easement

RECOMMENDATION:
Adopt attached resolution accepting an access easement for trail maintenance purposes and authorizing the Executive Director to execute all documents necessary to complete the transaction.

Background
Crosby National Golf Club, LLC has agreed to grant the JPA an access easement that goes across its maintenance yard for trail maintenance purposes. The access easement is necessary to allow the JPA to reach segments of the Coast to Crest Trail along the Del Dios gorge with maintenance vehicles and equipment. The access easement is being granted to the JPA as an accommodation at no cost. Crosby National Golf Club, LLC owns and operates the golf course that is adjacent to the Crosby Estates residential subdivision.

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 the Access Easement.
2. Do not adopt attached resolution and give staff other direction.

RECOMMENDATION:
Adopt attached resolution authorizing acceptance of the Access Easement.
Respectfully submitted,

______________________________
Susan Carter
Deputy Director

Attachment:
1. Draft Resolution
2. Access Easement
3. Map
RESOLUTION NO. 1

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY AUTHORIZING ACCEPTANCE OF ACCESS EASEMENT

WHEREAS, The San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("JPA") is empowered by its Joint Powers Agreement and state law to acquire interests in real property, including easements for access or other purposes;

WHEREAS, Crosby National Golf Club, LLC has agreed to grant the JPA an access easement for trail maintenance purposes across real property it owns that is commonly known as Lot 268, a copy of which is attached hereto as Exhibit A ("Access Easement");

WHEREAS, the Access Easement provides the JPA with increased ability to get vehicles and equipment to portions of the Coast to Crest trail for maintenance purposes,

NOW, THEREFORE, be it resolved that the Board of Directors of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority hereby approves acceptance of the Access Easement and authorizes its Executive Director to execute all necessary documents to complete said transaction.

Passed and adopted this ________ day of September, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Sherri Lightner, Chair

ATTEST: Jan Lines, Clerk
GRANT OF ACCESS EASEMENT
(Trail Maintenance)

Crosby National Golf Club, LLC, a California limited liability company ("Grantor") is the record owner of certain real property located in the County of San Diego, State of California, described in more particularity in Exhibit A attached hereto and incorporated herein (hereafter "Grantor Property"); and

San Dieguito River Valley Regional Open Space Park Joint Powers Authority, a governmental entity ("Grantee"), is responsible for maintenance of a recreational trail that runs through County of San Diego open space land that is adjacent to Grantor’s Property, and is more particularly described in Exhibit B attached hereto and incorporated herein (hereafter "County Property").

NOW THEREFORE, for valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor grants to Grantee an access easement over and across the Grantor Property subject to the following terms and conditions:

1. Grantee’s employees, contractors and agents may use the access easement for trail and habitat maintenance and improvement purposes only; it shall not be used to access the County Property for recreational purposes. Access shall be limited to vehicles licensed to operate on public streets, such as pickup trucks, which may tow trailers that are carrying equipment and materials.

2. Access shall be via the golf course maintenance yard within the Grantor Property, and shall be sufficient to allow vehicles to access the County Property. Grantee shall be given the gate access code, and shall be notified of any changes to the code.

3. Grantor shall have the right, upon reasonable advance notice to Grantee, to modify, redesign or relocate the designated route from time to time as it deems necessary. Further, subject to the grant of access provided herein, this easement does not limit, in any way, Grantor’s right to use or develop the Grantor Property in any way it deems fit.

4. Grantee shall limit its use of the easement granted herein to the hours of 8:00 a.m. to 5:00 p.m. weekdays and Saturday and Sunday unless prior consent for alternate hours has been provided by Grantor or in emergency situations that require immediate action to protect person or property.
5. Grantor may change locks, gates and/or doors across the easement area, provided that Grantee is provided with keys, combinations or other means to access the easement area as provided herein.

6. Grantee shall promptly repair and restore to its original condition any portion of the Grantor Property damaged by its use of the easement granted herein. Further, Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its assignees, successors, employees, managers, members, partners, shareholders, officers, directors, affiliates, agents and representatives from and against all claims, losses, liabilities, demands, damages, costs and expenses of whatever nature (including reasonable attorney's fees and court costs), arising out of or in connection with its use of the easement granted herein, provided, however, that this indemnity does not cover claims, losses, liabilities, demands, damages, costs and expenses arising from the actions of Grantor, Grantor's guests, employees, invitees and/or agents.

7. The easement granted herein shall inure to the benefit of all successors and assigns of Grantee, provided they are responsible for the trail maintenance and improvement activities for which this easement is being granted.

Dated: 8/10, 2011

CROSBY NATIONAL GOLF CLUB, LLC
A California Limited Liability Company

By

Andrew W. Scott, Its General Manager

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

On August 10, 2011 before me, Jason R. Schingler, a Notary Public, personally appeared
Andrew W. Scott, who proved to me on the basis of satisfactory evidence to be the person whose
name is subscribed to the within instrument and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Stamp: Notary Public - California San Diego County]
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Access Easement (Trail Maintenance) dated ____________________ from Crosby National Golf Club, LLC, a California limited liability company to the San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("JPA"), a joint powers authority formed under the Joint Exercise of Powers Act (California Government Code § 6500 et seq.), is hereby accepted by the undersigned officer or agent on behalf of the JPA pursuant to the authority granted by resolution of the JPA Board of Directors on ______________, and Grantee consents to the recordation thereof by its duly authorized officer.

Dated: ____________________

SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY

____________________, Its ____________________
Agenda Item 5
September 16, 2011

TO: JPA

FROM: Staff

SUBJECT: New Property Owner Representatives

RECOMMENDATION:

Appoint New Property Owner Representatives to the CAC

The CAC by-laws describe the member organizations that compose the CAC, and include the following language:

“Additionally, the JPA Board shall appoint to the CAC six property owners representing a geographic range of the river valley. Property owners should agree to serve as the conduit for other property owners' interests as well as their own.”

In practice, this has been implemented by having two coastal, two central and two east county property owner representatives who are nominated by the CAC and confirmed by the JPA Board. Currently, we have one coastal representative (Jacqueline Winterer), one central representative (Brant Bassett) and one east county representative (Art Schmidt), leaving one coastal, one central and one east county representative slot empty.

We have received requests from two people to fill the empty coastal and central slots.

1. Coastal. The attached request was received from Cory Ha’o. He resides at property he owns off of Via de la Valle within the River Park planning area. He has expressed interest in being on the Project Review Committee.

2. Central. Terry Badger has been representing the Lomas Serenas Homeowners Association on the CAC for many years, and has been an active CAC member, being on the Project Review Committee and the Trails Committee. Recently the Lomas Serenas Homeowners Association decided to withdraw from being a member organization of the CAC. Fortunately, Terry has volunteered to continue participating at the same level as in the past, if he can be named a Central Property Owner representative, instead of the Lomas Serenas HOA representative.

At the September 2nd CAC meeting, the CAC voted to name the two individuals described above to the empty coastal and central property owner slots. They did specify that in the case of Mr. Ha’o, who would be new to the CAC, he should be subject to the provision in the CAC by-laws that states that a new organizational representative cannot
be a voting member until he/she has attended two consecutive meetings of the CAC. The purpose of this clause is to reduce the possibility that someone would join the CAC just because of an interest in one specific subject and then not continue their involvement after that subject is no longer current.

Attachment:

1. Email from Cory Ha’o requesting to become a Property Owner Representative
Hello Susan – It was a pleasure speaking with you recently. Thank you for your candor, and your latest email.

As discussed, I would like to apply for the vacant coastal representative seat. I am a home owner and my residence is at 3995 Via de la Valle, Del Mar, CA 92014. My home and property share common borders with the 20 acres owned by J.T. Kruer (proposed Ali Shapouri development project), and the San Diego polo fields. I am the only property owner with this distinction.

The last volunteer work I dedicated my time to was the Surfrider Foundation, here in San Diego. I attended the meetings and conducted water testing at Fletcher Cove and Swamis beach on a weekly basis. I understand that the Citizens Advisory Committee meets usually once every other month on the 1st Friday of the month in Rancho Bernardo and I expect to attend those meetings regularly to represent property owner interests.

In addition, I am interested in serving on the Project Review Committee of the Citizens Advisory Committee as well. I understand that the purpose of that committee is to analyze private development projects that are proposed within the SDRP planning area to determine if they would cause impacts to the Park’s goals and objectives.

It would be an honor to serve the community. Please feel free to let me know what else you need from me. I look forward to seeing you at the next applicable meeting.

All the best,
Cory Hao
Managing Partner

South Coast Pension Group, LLC
&
Hicks Pension Corporation
2683 Via de la Valle G-307
Del Mar, CA 92014
P 858-755-4017
F 858-755-4071
cory@scpg07.com
www.hickspension.com
Valued as a trusted qualified plan administrator
TO: JPA
FROM: Staff
SUBJECT: SANDAG/Caltrans Wetland Restoration Project

RECOMMENDATION:
Information only, no action required.

At today’s meeting, Keith Greer with SANDAG will give a brief presentation on the status of the proposed SANDAG/Caltrans Wetland Restoration Project at the San Dieguito Lagoon.

The SANDAG project is currently in the feasibility analysis phase. SANDAG’s consultants are preparing hydraulic models of the river and tidal analyses to ascertain the optimal size and configuration of new tidal wetlands that could be created on JPA property south of the river and east of the SCE project, that would not negatively impact the SCE project or exacerbate downstream impacts.

Mr. Greer will show the options that are being evaluated. Each would add about 50-60 acres of new tidal wetlands.

If the project is determined to be feasible, then it will move forward to CEQA/NEPA analysis, final design and permitting and then construction.

The JPA entered into an agreement with SANDAG in June 2009 for the feasibility analysis. A new or amended agreement will be required to address the next stages of the project.
TO: JPA
FROM: Staff
SUBJECT: Ad Hoc Committee

RECOMMENDATION:

Information only, no action required.

At your Board’s March 2011 meeting, your Board appointed an Ad Hoc Committee comprising Chair Sherri Lightner and Board members Slater-Price, Cunningham and Roberts to review the current JPA Agreement that is going to expire in 2014, and to discuss and make recommendations on potential changes to the membership contribution formula. Subsequently, the Ad Hoc Committee was also asked to meet with representatives from the San Dieguito River Valley Conservancy to discuss how the two organizations work together and to identify if there are areas where there may be duplication of effort and opportunities for streamlining.

On July 1st, the Ad Hoc committee met with a committee from the San Dieguito River Valley Conservancy. Rand Newman, President of the Conservancy and Board members Charlotte Cagan, Bonnie Hepburn and Karen Berger attended. The Ad Hoc committee and the SDRVC committee reviewed the existing agreement between SDRVC and the JPA that was adopted 2/18/00, along with the staff report from that meeting, which documents how the two organizations cooperate and coordinate. There was a lengthy discussion, and the parties indicated willingness to consider changes to improve efficiency, but no specifics were identified.

At the July 1st meeting, the Ad Hoc committee also discussed the existing JPA Agreement and determined that it should be revised before it is circulated to the member agencies for renewal. Several suggestions were made, and Attorney Brechtel said he would incorporate those changes into a revised agreement and provide it to the Ad Hoc committee. He has done that, and the Ad Hoc committee will review the revised agreement at its next meeting and provide a recommendation to the full Board after that.

Lastly, staff provided the Ad Hoc committee with various options as to how the member agency contribution formula could be revised. The two most viable options appear to be either 1) using the existing formula, but updating and normalizing it to use current population and acreage numbers; or 2) using the existing formula, but changing the existing percentage breakdown for agency acreages within the Park planning area boundaries. The Ad Hoc committee will review the options at its next meeting and provide a recommendation to the full Board after that.
Agenda Item 8  
September 16, 2011

TO:       JPA Board
FROM:     Staff
SUBJECT:  Possible Lease Renewal of Polo Club

RECOMMENDATION:

Send the attached letter to the City of San Diego Real Estate Assets Department.

The Polo Club lease was issued by the City of San Diego in 1986 for a 26-year period and is due to expire in 2012. It is JPA staff’s understanding that City of San Diego representatives and the Polo Club lessee are currently in negotiations about a lease renewal. However, these negotiations have not been made public and no information is available regarding the details. The Friends of the San Dieguito River Valley, Carmel Valley Planning Board, and San Dieguito Planning Group have all expressed concerns about a potential lease renewal because of the environmental impacts associated with the current use or potential new uses (soccer fields for example) (Attachment 1). It is unclear what public process is required for this lease renewal although it is likely that it would involve a public hearing and CEQA compliance.

The approximately 80-acre subject property along the San Dieguito River is owned by the city of San Diego and is zoned AR-1-1 and AR-1-2 (Agricultural - Residential) and OF-1-1 (Open Space - Floodplain). It was purchased by the City of San Diego for public open space along with the land that now contains the Fairbanks Ranch Country Club. Deed restrictions limiting uses also exist on the property (Attachment 2). The Polo Club has been operating polo and special events (e.g., annual soccer tournaments) on the site with the special events generating a substantial amount of traffic and noise that has been a source of contention in the community for several years. In 2005 the City issued a grading violation to the Polo Club citing illegal grading activity and requiring it to cease and that violations be resolved. After several iterations, the Polo Club recently obtained permits from the City to restore the public trail (a segment of the Coast to Crest Trail), restore and enhance riparian habitat along the river edge that had been graded for an equestrian track, remove the illegal equestrian track and replace it with a new track elsewhere on the property. The JPA was in support of their final plan to correct their violations, but limited comments to the lease violations only and not the overall issue of a lease renewal or potential change in uses.

The Carmel Valley Planning Board, JPA, and community groups were actively involved in resolving the violations and convinced the City and lessee to recognize and restore the public trail consistent with the original 1986 lease. However, all groups expressed concern over the long-term impacts associated with the uses allowed by the lease.
Since the Polo Fields were developed, the San Dieguito River Valley has become a public resource in large part due to community activism and commitment, and substantial progress has been made to preserve and protect the river valley and create the Coast to Crest Trail. A tremendous amount of public investment has also occurred in the area to preserve open space within the coastal river valley and create buffers along the river. In addition, public awareness of the importance of water quality, habitat protection, and the benefits of wetlands have evolved over the past almost three decades since the Polo Club lease was initiated. Therefore, any use close to the river has potential concerns and should undergo environmental review.

**CAC RECOMMENDATION**

The CAC considered this item at the September 2, 2011 meeting and voted unanimously in favor of recommending that your Board send a letter to the City of San Diego addressing the issues outlined in the draft letter before you today.

**ALTERNATIVES**

1. Amend letter.
2. Take other action.

**RECOMMENDATION:**

Send the attached letter to the City of San Diego Real Estate Assets Department.

Respectfully submitted,

Shawna Anderson
Principal Environmental Planner

Attachments:

1. Letter to City from Friends of the San Dieguito River Valley
2. Pages from property grant deed
3. Draft JPA letter
SUBJECT: Rancho Santa Fe Polo Club Lease Renewal Request

Dear Mr. Barwick,

Friends of the San Dieguito River Valley is an incorporated non-profit 501(c)4 organization founded in 1986 as an advocate for the conservation, restoration and enhancement of the San Dieguito River Valley.

Recently, we followed with much interest the decision by the San Diego Planning Commission at its July 14th meeting requiring the Polo Club exercise track to be separated from the existing joint use trail for pedestrians and equestrians.

Despite our satisfaction with that outcome, we still have an outstanding concern regarding use of this piece of City-owned property. The lease agreement between the City of San Diego and the Rancho Santa Fe Polo Club is due to expire in March 17, 2012.

Of particular interest to us is the City’s poor history of enforcement of the directives and restrictions imposed by the Grant Deed for this property executed on September 19, 1983, between WATT Industries and the City; specifically, we note the section that reads, “…the property shall be kept as open space in as natural condition as possible and that the City will not permit any activities or enterprises involving large assemblages of people or automobiles.”

In the past, the City has not respected these conditions by allowing additional use of the land beyond that stipulated in the Polo Club lease. The Polo Club, without official approval from the City, has subleased use of the property to the San Diego Surf Club, which holds very large soccer events twice a year requiring parking and other facilities to accommodate the multitudes of spectators and participants that attend these multi-day tournaments.

Our concern regards a major development that is now planned for the empty property north of the Polo Field, which is currently being used by the Surf Club attendees as a parking lot. After that property is developed, there will be no more parking available for the Surf Club events. In view of the restrictions set out by the Grant Deed, as well as our abiding concern for the health of the River Valley, we pose several questions to you:
1. Are the lease agreement negotiations between the City of San Diego and the Polo Club underway?

2. Is the City of San Diego permitted to approve a change of use of the Polo Fields without requiring CEQA action?

3. Will the Carmel Valley Community Planning Board have the opportunity to comment on the proposed lease renewal?

4. Will the San Dieguito River Park Joint Powers Authority and its Project Review Committee have the opportunity to comment on the proposed lease renewal?

5. Will the San Diego City Council hold a public hearing on the proposed lease renewal?

Based on our past experience with your department, we look forward to another timely and thorough response to our queries and anticipate a collaborative solution that secures the responsible use of this important and sensitive piece of City property.

Thank you for your attention to our concerns regarding this matter.

Sincerely,

Jacqueline Winterer, President and
Candice Bowman, Board Member and resident of
3655 Newcrest Point, San Diego, CA 92130
for the Friends of the San Diego River Valley

cc
Sherri Lightner, Chair, San Dieguito River Valley Jnt Powers Authority
Dick Bobertz, Executive Director, San Dieguito River Valley JPA
Pam Slater-Price, San Diego County Supervisor
Frisco White, Carmel Valley Planning Board Chairman
EXHIBIT "B" TO GRANT DEED

BY THE CONVEYANCE AND ACCEPTANCE of this Grant Deed, WATT INDUSTRIES/SAN DIEGO, INC., a California corporation ("Grantor") and THE CITY OF SAN DIEGO, a municipal corporation ("Grantee"), declare, covenant and agree as follows:

1. Grantor is the owner, owns an interest in or is a partner of a partnership which is the owner (or formerly was such owner) of that certain real property located in the City of San Diego, County of San Diego, California, more particularly described as follows:

   Lots 1 through 18, inclusive, of Parcel Map No. 12636 filed in the Office of the County Recorder of San Diego County on March 25, 1983 ("Benefited Land").

2. Pursuant to that certain Percentage Lease between Grantor and Grantee approved by San Diego City Council Resolution No. R-257594 on December 6, 1982 ("Lease"), the real property conveyed by this Grant Deed consists of (a) premises leased for the purpose of constructing and maintaining a country club, golf course and related activities, more particularly described as follows:

   Lot 2 of Map No. 10730 of FAIRBANKS COUNTRY CLUB NO. 1 filed in the Office of the County Recorder of San Diego County on SEPT. 29, 1983 ("Country Club"), and (b) real property contiguous to the Country Club to be preserved and maintained as "Open Space" areas, more particularly described as follows:

   Lots 1, 4, 9 and 10 of Map No. 10730 of FAIRBANKS COUNTRY CLUB NO. 1 filed in the Office of the County Recorder of San Diego County on SEPT. 29, 1983.

The Open Space is referred to herein as the "Affected Land", and, pursuant to the Lease, is to be maintained by Grantor.

3. The Affected Land is presently designated open space and as floodway zone, floodplain fringe zone and Agricultural zone (A-1-1) by the City of San Diego Progress Guide and General Plan, the Fairbanks Country Club Specific Plan and the City of San Diego's zoning maps.

4. Grantee for and on behalf of itself, and on behalf of each successive owner, during its, his, her or their ownership of any portion of the Affected Land herein granted by Grantor to Grantee, and each person having any interest in the Affected land derived through any such owner, covenants, and agrees that it, he, she or they:

-1-
(a) Shall keep and preserve the Affected Land as Open Space in a natural condition as near as possible, or may permit it to be utilized for any or all of the following purposes and no others:

(i) All agricultural uses relating to the growing, harvesting, processing or selling of field or grain crops, fruit and vegetables;

(ii) Passive non-commercial recreational uses (e.g., picnicking, walking, hiking, and similar activities), and reasonable support facilities, including any restrooms and parking facilities as may be reasonably required, for such uses;

(iii) Active non-commercial recreational uses not involving large assemblages of people or automobiles, nor involving the use of motor-driven machines or vehicles (e.g., equestrian activities, jogging, frisbee, and similar activities).

(b) Shall, notwithstanding any other provision hereof, prevent any of the following purposes, uses and activities from being conducted upon the Affected Land:

(i) Apiaries;

(ii) Aviaries;

(iii) Parking lots which are designated and intended to serve facilities located on the Affected Land other than as specifically allowed above;

(iv) Single-family dwellings;

(v) Churches, schools or day care facilities;

(vi) Public utility substations;

(vii) Raising, killing or dressing of livestock, poultry, fowl, rabbits or any other animal;

(viii) Airways, taxiways and pads of heliports and heliports;

(ix) Establishments or enterprises involving large assemblages of people or automobiles, including, but not limited to, recreational facilities publicly or privately operated;

(x) Fairgrounds;

(xi) Natural resources development and utilization, including, but not limited to, extracting, processing, storing, selling and distributing sand, gravel, rock, clay, decomposed granites and soil, and the manufacturing, producing, processing, storing, selling and distributing of asphaltic concrete, Portland cement concrete, concrete products and clay products;

(xii) Racetracks;
(xiii) Travel trailer parks together with incidental facilities for the convenience of occupants;

(xiv) Dams and reservoirs;

(xv) Ground water replenishment works, including, but not limited to, diversion dams, percolation beds, spreading grounds and injection wells; provided, however, that desalination facilities are expressly permitted to be built and maintained upon the Affected Land;

(xvi) Accessory buildings, other than as may be specifically allowed hereinabove, and uses customarily incidental to any of the above uses, including, but not limited to:

(A) The boarding and lodging of farm or other employees;

(B) Construction and maintenance of living quarters for farm or other employees with or without their immediate families;

(C) Lighted signs, commercial signs or unlighted signs, single-faced or double-faced exceeding 12 square feet in area for each face;

(xvii) Any other use similar in character to the uses, including accessory uses, enumerated in this section and inconsistent with the purpose and intent of this deed restriction.

5. (a) Grantee or its successors shall permit no use of the Affected Land in violation of the provisions hereof. In the event any use is contemplated which is not specifically permitted by the terms of this document, such use shall not be allowed without Grantee having first obtained Grantor's (or Grantor's successors') written consent thereto. Grantor or its successors shall not unreasonably withhold such consent. If Grantor or its successors disapprove a contemplated use, such disapproval shall be in writing and shall specify, with reasonable particularity, the reason(s) for such disapproval. If Grantor or its successors fail either to so approve or disapprove such contemplated use within thirty (30) days after the same have been submitted to Grantor or its successors, it shall be conclusively presumed that Grantor or its successors have approved such use. Such submission shall be deemed effective if Grantee submits its written request for consent to Grantor, or its corporate successors, and any homeowners associations in the Benefited Land area and posts signs describing such proposed use in at least twenty (20) locations reasonably calculated to give adequate notice of such proposed use to all of Grantor's successors.

(b) Grantor and Grantee agree that in the event of a dispute between them or their successors with respect to whether Grantor or its successors have unreasonably withheld their approval of a contemplated use submitted in accordance with the foregoing, they shall submit any such dispute to arbitration in accordance with the following provisions:

(i) Within fifteen (15) days after the written demand by either of the parties for arbitration, each of the
September 16, 2011

Mr. James Barwick  
Director, Real Estate Assets Department  
City of San Diego  
202 C Street  
San Diego, CA 92101

Subject: Lease Renewal of City-owned Property to the Polo Club

Dear Mr. Barwick:

The Rancho Santa Fe Polo Club was leased from the City of San Diego to its current operator in 1986 under a 26-year lease that is due to expire in March 2012. It has come to the JPA Board’s attention that City representatives are discussing a potential lease renewal of this property. The Polo Club is located on City-owned land zoned as open space just east of El Camino Real along the northern edge of the San Dieguito River within the San Dieguito River Valley and, as such, represents a critical piece of the San Dieguito River Park. Consequently, the JPA is interested in the future of this property and the uses that the City may be currently considering.

As you know, a grant deed exists for this property (September 29, 1983) that primarily limits activities to passive open space uses. Specifically permitted uses include agriculture, “passive non-commercial recreational uses”, and “active non-commercial recreational uses not involving large assemblages of people or automobiles”.

We believe that any potential lease renewal proposal must be reviewed through a public process. Since the Polo Fields were developed, the San Dieguito River Valley has become a public resource in large part due to community activism and commitment, and substantial progress has been made to preserve and protect the river valley and create the Coast to Crest Trail. A tremendous amount of public investment has also occurred in the area to preserve open space within the coastal river valley and create buffers along the river. In addition, public awareness of the importance of water quality, habitat protection, and the benefits of wetlands have evolved over the past almost three decades since the Polo Club lease was initiated.

A new lease or lease renewal of this property is of critical importance to the JPA. The JPA requests that any lease considerations for this property be done through a public process and that:

- Any lease proposal reflect the conditions and limitations governed by the grant deed;
- Any lease proposal (including a lease renewal) be reviewed in full compliance with the California Environmental Quality Act (CEQA) as required by Section 15378(a)(3) of CEQA defining a lease as a “project”;
- The public including the JPA, local planning groups, and other interested parties be provided the opportunity to review and comment on a draft lease; and
- A new lease or lease renewal be considered only at a public hearing.
We would appreciate knowing the status of this property and potential lease renewal and look forward to discussing the future of this property with you.

Sincerely,

Olga Diaz
JPA Vice-Chair

Cc: City Attorney Jan Goldsmith
    City of San Diego Councilmembers
TO: JPA Board
FROM: Staff
SUBJECT: Coast to Crest Trail Implementation

RECOMMENDATION:

- Adopt Resolution Applying for Proposition 84 River Parkway Grant Funds for Construction of Clevenger Canyon/Pamo Valley Segment of the Coast to Crest Trail; and
- Send letter to Director of the California Department of Fish and Game requesting the Department’s cooperation in placing a segment of the Coast to Crest Trail over CDFG property

SITUATION:

Progress continues on the goal of completing the entire 55+ mile long Coast to Crest Trail. At this time, 34 miles have been completed and are open to the public.

The first purpose of this report is to update your Board on the status of the gaps in the Coast to Crest Trail, which have been the subject of considerable research, field trips and prioritizing by the JPA’s Trails Committee and JPA staff. The second purpose is to recommend action that is needed for the next steps in implementation. The report below is tied to the attached maps, see number codes for location.

Western End: Staff is currently working on a study of “Reach the Beach” alternatives for the far western end of the trail (Map 1, #1), and construction is underway on the half-mile trail segment adjacent to Horsepark (Map 1, #2), which will connect the recently completed Lagoon segment with the Polo Club segment. The Polo Club trail segment (Map 2, #3) extends eastward to the Morgan Run golf course, where the trail ends (Map 2, #4). A bridge will be required to cross the river to the south side. The trail will then head east on a Whispering Palms Community Service District easement along the northern edge of the former Jenny Craig Ranch (Map 2, #5). As the trail alignment moves closer to El Apajo, it will detour away from the river onto the road right of way of San Dieguito Road (Map 2, #6). The reason for this is that the river is crossed by multiple private properties, from which public access easements would be required. Any one of the owners could stop the trail from completion by not granting an easement. Therefore it is staff’s recommendation, and the Trails Committee recommendation, to proceed with planning the alignment in the San Dieguito Road right of way, instead of directly adjacent to the river in this area. The San Dieguito Road alignment has the additional advantage of connecting to the City of San Diego’s Black Mountain Ranch trails, where there is an existing staging area. From there, the trail would have to cross City-owned open space, then go due north across the County’s Lusardi Canyon Preserve on existing trails. (Map 3, #7) There is a short section that would need to cross private property (two owners), along a utility easement (Map 3, #8), before reaching the western end of the Santa Fe Valley segment of the Coast to Crest Trail (Map 3, #9).
County Parks staff has agreed to ask the property owners if they are willing to grant the necessary public access easements. There is no known alternative alignment in this area that would not need to cross private property at some point. JPA staff will also be working with City of San Diego ranger staff to align the trail segment that would go across City-owned open space south of the Lusardi Canyon Preserve to connect with the existing Black Mountain Ranch staging area.

The San Dieguito River Valley Conservancy has identified extension of the Coast to Crest Trail westward from Santa Fe Valley as a priority. Consequently, they have allocated funding for the initial stages of the section between the west end of the Santa Fe Valley Trail segment and San Dieguito Road, so that JPA staff can investigate alternatives and proceed with planning and permitting.

Central Area

From the west end of the Santa Fe Valley segment described above, the existing Coast to Crest Trail extends eastward for 23 contiguous miles, through Del Dios Gorge, across the north shore of Lake Hodges, next to Sikes Adobe and then through the San Pasqual Valley. The attached maps do not show this completed trail segment. The completed portion ends at the Bandy Canyon Road/Hwy 78 staging area (Map 4, #10). From there eastward to Lake Sutherland, the property is all in public ownership, mostly City of San Diego Public Utilities Department, and a short segment owned by California Department of Fish & Game. The constraints involve aligning the trail through agricultural and grazing leases and through several topographically constrained areas. Directly east of the Bandy Canyon Road/Hwy 78 staging area, the trail is aligned near the river through an agricultural lease (Map 4, #11). The lessee is willing to have the trail located there, but there are some topographically difficult areas that will require additional engineering studies. The Trails Committee and JPA staff have conducted numerous site visits through these sections. In 2008, the San Dieguito River Valley Conservancy funded an engineering feasibility study for the section of the trail alignment between the existing Clevenger Canyon staging area and Boden Canyon (Map 4, #12a). The San Dieguito River Valley Conservancy also funded preliminary engineering mapping and biological studies for the Pamo Valley section of the trail. JPA staff has been working closely with staff from the Public Utilities Department on the Pamo Valley trail section (Map 5, #13). They have said that they support the Coast to Crest Trail, and recognize that the City endorsed it as part of its adoption of the San Dieguito River Park Concept Plan. However, the P.U.D. staff has raised issues regarding potential conflicts with cattle grazing, and potential motorist/trail user conflicts, and JPA staff is working with them to address those concerns. See below for recommended actions associated with implementation of the Clevenger/Pamo Valley Trail section.

The San Dieguito River Valley Conservancy has identified the Pamo Valley Trail section as a priority because it links two existing truck trails (Map 5, #13a and #13b). Therefore by completing the 3-mile-long Pamo Road segment, a 12-mile-long section of the Coast to Crest Trail would become accessible. Consequently, they have allocated additional funding for the next stage of work, so that JPA staff can investigate alternatives and proceed with planning and permitting.
Eastern End

It is unclear at this time how the trail will get past the Lake Sutherland Dam. Further study and coordination with City of San Diego P.U.D. will be needed to determine an acceptable alignment. East of Lake Sutherland the trail will initially go across property that the JPA owns. The terrain is extremely rugged. No specific trail alignments have been identified to date. There is a short segment (Map 6, #14) that must go through Mesa Grande Indian Reservation property, before reaching JPA property on the other side. There have been no recent discussions with the Native Americans about a potential trail easement through the reservation. East of the JPA property, there is an existing segment of “Coast to Crest Trail” as it goes across the County’s Santa Ysabel Open Space Preserve West (Map 6, #15). Then there is a gap between the County’s Santa Ysabel Open Space Preserve West and the Santa Ysabel Open Space Preserve East. In that section, we will need to acquire an access easement from the private property owner to complete the trail in that section (Map 6, #16). The maps end at Hwy 79. East of Hwy 79 is an 8 mile section of the Coast to Crest Trail through the Santa Ysabel Open Space Preserve East, and from there the trail climbs Volcan Summit.

Next Steps

Clevenger/Pamo Valley Trail

a. Resolution Applying for River Parkway Grant Funds for Clevenger/Pamo Valley Segment of the Coast to Crest Trail

California voters passed the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). It added to the Public Resources Code, Section 75050, authorizing the Legislature to appropriate the following:

River Parkways: The sum of sixty-two million dollars ($62,000,000) to Agency for the acquisition, restoration, protection and development of river parkways in accordance with the California River Parkways Act of 2004.

In 2008, your staff applied for and received a grant for $1,049,000 through the first cycle of this grant program. For that cycle your staff worked with the San Dieguito River Valley Conservancy to prepare an application for funds to complete the last link of the Del Dios Gorge Trail and also remove eucalyptus trees from the Del Dios Gorge area from the Lake Hodges Dam to Crosby Estate. Due to State budget issues, the grant contract was not awarded until late 2010, and is just getting started in earnest. See separate staff report regarding contracts for the eucalyptus removal.

The Resources Agency has released a notice that grant applications under the second and last cycle of the grant program are due October 14th. The grant program requires that the Board of Directors adopt a resolution agreeing to the provisions in the attached draft resolution.

This grant program has very specific criteria. First, the proposed project (for which the grant funds
Agenda Item 9  
September 16, 2011  

are requested) must include two out of five statutory conditions: recreation, habitat restoration, interpretation, flood management or conversion of developed lands to river parkways. The successful Del Dios Gorge project included recreation and restoration. The second important criterium is that the site must involve a river (or creek or stream). Our proposal is to seek funds to construct the Clevenger Canyon/Pamo Valley trail section, a distance of almost 14 miles. This is a major gap in the Coast to Crest Trail (see Map 4, #12 and Map 5, #13). It would extend from the existing Clevenger Canyon staging area on the north side of Hwy 78 across the foot of Boden Canyon, across the Lower Santa Ysabel Truck Trail, up Pamo Road, and across the Upper Santa Ysabel Truck Trail to Lake Sutherland. The trail parallels the Santa Ysabel Creek through Clevenger Canyon and on both of the truck trails. In Pamo Valley, the trail has to cross the creek in two locations. The proposal would include construction of a trail cantilever to be attached to the existing narrow Arizona Crossing for vehicles. The cantilever would resolve one of the City P.U.D.’s primary concerns with the proposed alignment. The proposal would include two staging areas in Pamo Valley. To meet the requirement that two statutory conditions be included in the project, the second component would be interpretation. We would build a series of interpretive panels (potential subjects include watershed functions, arroyo toads, ranching history, fire impacts, etc), either at the southern staging area or adjacent to a picnic area.

This proposed Clevenger Canyon/Pamo Valley trail segment would be located almost entirely on City of San Diego Public Utility Department Property. There is a short section at the foot of Boden Canyon that would use an existing dirt road to cross a parcel owned by California Department of Fish & Game (Map 4, #12b).

Staff recommends that your Board send a letter to the Director of the California Department of Fish & Game providing information about the Coast to Crest Trail, and requesting the Department’s coordination in aligning the trail and allowing its use across CDFG property.

Staff also recommends that your Board adopt the attached resolution applying for State funding for the Clevenger Canyon/Pamo Valley Trail. Please note that if awarded, the grant appropriation period is 5 years, therefore the JPA would have 5 years to complete trail construction and open the trail to the public.

CAC RECOMMENDATION

The CAC did not review this item. The CAC’s Trails Committee has been active in developing the trail alignment and priorities.

FISCAL IMPACT

None, all planning and construction will be reimbursed by grants or donations.

ENVIRONMENTAL ANALYSIS

JPA staff will prepare an initial study per CEQA and an MND or EIR as appropriate for the Clevenger Canyon/Pamo Valley Trail segment and for the Santa Fe Valley/Lusardi Creek segment. These documents will be brought to the JPA Board for approval.
ALTERNATIVES

1. Adopt resolution applying for Prop 84 River Parkway grant and send letter to CDFG
2. Take other action.

RECOMMENDATION:

- Adopt Resolution Applying for Proposition 84 River Parkway Grant Funds for Construction of Clevenger Canyon/Pamo Valley Segment of the Coast to Crest Trail; and
- Send letter to Director of the California Department of Fish and Game requesting the Department’s cooperation in placing a segment of the Coast to Crest Trail over CDFG property

Respectfully submitted,

Susan Carter
Deputy Director

Attachments:

1. Maps 1-6 and CDFG ownership map
2. Draft Resolution
3. CDFG letter - provided at meeting
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA RIVER PARKWAYS GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (Proposition 84)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the State Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Dieguito River Park Joint Powers Authority

1. Approves the filing of an application for the Clevenger Canyon/Pamo Valley Recreation and Interpretation Project.

2. Certifies that Applicant understands the assurances and certification in the application; and,

3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and,

4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained; and,

6. Appoints the Executive Director or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).
Agenda Item 9
September 16, 2011

Approved and adopted the _________ day of __________ 20____.

I, the undersigned, hereby certify that the foregoing Resolution Number _________
was duly adopted by the Board of Directors of the San Dieguito River Park Joint Powers
Authority.

Following Roll Call Vote:

Ayes: _________
Nos: _________
Abstain: _________
Absent: _________

________________________________________
Chair Sherri Lightner

ATTEST: ________________________________
               Jan Lines, Office Manager
TO: JPA  
FROM: Staff  
SUBJECT: Entry Monuments  

RECOMMENDATION:
Award Contract to Stone Imagery  

SUMMARY:
The JPA received a $30,000 grant from the County of San Diego at the recommendation of Supervisor Pam Slater-Price for the purpose of having three entry monuments for the San Dieguito River Park designed, fabricated and installed. JPA staff solicited proposals from qualified graphic design/artists. The Request for Proposals included the following information:  

LOCATION

The exact location for the entry monuments has not been determined, but the general locations are: 1) the Western Monument will be located at the coast, probably off San Andres Road at Via de la Valle; 2) the Central Monument will be located near Lake Hodges, probably near the David Kreitzer Lake Hodges Bicycle/Pedestrian Bridge; and 3) the Eastern Monument will be located in east county in consultation with County Parks, probably on Highway 79 in Santa Ysabel.  

PROJECT DESCRIPTION

The purpose of the entry monuments is to raise public awareness of where and what the San Dieguito River Park is, and that the three monument locations are portals into the Park. Specifically, the monuments should be:

- Visible by motorists from nearest road;  
- Low maintenance;  
- Easily recognizable and consistent over the three different locations;  
- Iconic – to become a symbol of the San Dieguito River Park;  
- May indicate where in the Park the viewer is located;  
- Must include tagline “Preserving and Interpreting the Natural and Cultural Resources of the San Dieguito River Valley”;  
- Replicable in the future, if funding for additional entry monuments is obtained.
We received four responses to the RFP. One from Jim and Brennan Hubbell, one from Stone Imagery (Paul Riha), one from SOLA Creative of Laguna Beach (Laura Stahlberg), and one from The Richards Group.

1. **Sola Creative, Laguna Beach proposal.** “Proposed dimensions of the monuments are estimated at 3’ x 9’ x 5” (open to revision). Evokes pleasant emotional response by way of unique river-related quote, “you are here” map and **US Coast & Geodetic Survey medallion** on each monument. Proposed materials: a variety of options are available for consideration; including, but not limited to sand-blasted poured concrete with embedded fiberglass or printed aluminum panels. Attention to environmentally friendly materials will be given, and recycled materials will be used wherever possible. The etched lettering could be filled with a dark color to make them more visible from a distance.”

2. **The Stone Imagery proposal.** “Surface texture of concrete can be varied to enhance the terrain and river flow elements of the park logo. Further definition of the river can be achieved with the use of a color metal overlay or possibly a mosaic pattern. Letter forms are recessed into the concrete. Option for waterjet cut overlay letters for site entry designation. Sign is cast concrete formed, 6” deep x 67” tall x 55” wide. Varied surface textures: mountain terrain to be raised, medium sandblast texture. River area and text backgrounds to be smooth surface. Letter forms recessed into concrete. Sign is one sided (two sided option available at additional cost of $2k per monument).”

3. **The Hubbell proposal.** “The proposed signage or entry monument is a fairly simple solution that would be unique to the park and could be varied in detail to relate to the individual location. It is poured, reinforced concrete done in various layers to suggest a cut in a bank of a river. The wave detail at the top is glass tile. Stone detail can be moved to various locations on the tour and a different type of stone used. For example, a sign by the ocean would use beach stone. Park information could be addressed on each entry monument. Each sign would have recessed in at the bottom in a smaller scale, “Preserving and Interpreting the Natural and Cultural Resources of the San Dieguito River Valley.” The three signs would use the same form work, but the color, striations, and tiling would each be different. Proposed size is 8 feet high, 4 feet wide at the base, 6’5” wide at the top, the depth is 24” at the base and 12” at the top. The longer side at the top could be situated right or left, depending on whether you wanted to use the front or back of the form. The inlay of the stone and tile would be different on each sign as well as the name of each place. Everything else would be the same.”

4. **The Richards Group proposal.** No additional information is available.

An image of each proposed concept is attached. It is important to understand that the concepts are just that – concepts – and there are various details that have to be worked out before they are finished products. Each of the respondents has confirmed that their proposals include design, fabrication and installation of the three monuments at locations to be identified by the River Park staff within the $30,000 budget limitation.
CAC RECOMMENDATION:

This item was reviewed and discussed in detail by the CAC at their September 2nd meeting. The CAC discussed which of the four concepts they believed best represents the mission and goals of the San Dieguito River Park, while still achieving the project criteria. The CAC voted in favor of the Stone Imagery design by a vote of 19 to 2. The second favorite was the SoLa Creative concept. The Stone Imagery design was primarily preferred because of its strongly iconic, visible presence.

FISCAL IMPACT

None. The cost of the project is reimbursed by the County grant.

ALTERNATIVES

1. Award contract to Stone Imagery
2. Award contract to one of the other companies that responded to the RFP
3. Do not award contract and direct staff to solicit additional proposals

RECOMMENDATION:

Award contract to Stone Imagery

Respectfully submitted,

Dick Bobertz
Executive Director

Attachment 1. Stone Imagery concept proposal
Attachment 2. SoLA Creative concept proposal
Attachment 3. Hubbell concept proposal
Attachment 4. Richards Group concept proposal
CONCEPT DESIGN FOR STAND ALONE SDRP MONUMENT

- SIGN IS CAST CONCRETE FORMED, 6" DEEP X 67" TALL X 55" WIDE.
- BELOW GROUND FOOTING: 24" X 55" X 8" INTEGRATED FOUNDATION FOR IN GROUND PLACEMENT
- VARIED SURFACE TEXTURES: MOUNTAIN TERRAIN TO BE RAISED, MEDIUM SANDBLAST TEXTURE. RIVER AREA AND TEXT BACKGROUNDS TO BE SMOOTH SURFACE.
- LETTER FORMS RECESSED INTO CONCRETE. SIGN IS ONE SIDED, (TWO SIDED OPTION AVAILABLE)
- OVERLAY ALUMINUM LETTERS POWDERCOATED OPTION AVAILABLE FOR GATEWAY DESIGNATION
- POSSIBLE ALUMINUM POWDERCOATED PLATE OVERLAY FOR RIVER AREA OR MOSAIC TILE OPTION
- ENTIRE MONUMENT IS DESIGNED TO SET IN PLACE FROM A TRUCK DELIVERY
... as every one knows, meditation and water are wedded forever.
SAN DIEGITO RIVER PARK SIGNAGE
JAMES HOBDELL 2011  SCALE 1:001"
CONCEPT 1:

CONCEPT 2:

San Dieguito River Park

Preserving and interpreting the natural and cultural resources of the San Dieguito River Valley

San Dieguito River Park

Preserving and interpreting the natural and cultural resources of the San Dieguito River Valley
Agenda Item 11
September 16, 2011

TO: JPA
FROM: Staff
SUBJECT: Escondido Creek Watershed Alliance

RECOMMENDATION:

Approve entering into MOU joining the Escondido Creek Watershed Alliance and direct Executive Director to attend the meetings.

In 2008, the Cities of Encinitas and Escondido, the Escondido Creek Conservancy, the Olivenhain Municipal Water District, the County of San Diego, the San Dieguito Water District, the San Elijo Joint Powers Authority, the San Elijo Lagoon Conservancy, the Santa Fe Irrigation District and the City of Solana Beach all signed a Memorandum of Understanding (MOU) with respect to future planning and development in the Escondido Creek and San Elijo Lagoon watershed preservation area beginning at the easternmost boundary and extending west generally along Escondido Creek to the Pacific Ocean. Together these organizations form the Escondido Creek Watershed Alliance.

JPA Vice-Chair Olga Diaz, Councilmember from Escondido, sits on the Escondido Creek Watershed Alliance. She has suggested that the JPA consider joining the Alliance. This would entail attending monthly meetings. Although the San Dieguito River Valley is a separate watershed from the Escondido Creek watershed, there are many similar issues that both face. In addition, because the JPA is a much older organization, having been formed in 1989, we may be able to provide some assistance to the Alliance as a result of our previous experiences. There is also a long-term plan to connect the two trail systems with north/south linkages, and participation in the alliance may facilitate those linkages.

CAC RECOMMENDATION

The CAC discussed this item at their September 2nd meeting, and recommended joining the alliance on a unanimous vote.

ALTERNATIVES

1. Approve MOU joining the Escondido Creek Watershed Alliance
2. Do not approve MOU joining the Escondido Creek Watershed Alliance
Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
1. Escondido Creek Watershed Alliance MOU
ESCONDIDO CREEK AND SAN ELIJO LAGOON
WATERSHED PRESERVATION AREA MEMORANDUM OF UNDERSTANDING

This MOU is entered into by the Cities of Encinitas; Escondido; the Escondido Creek Conservancy; the Olivenhain Municipal Water District, the County of San Diego; the San Dieguito Water District; the San Elijo Joint Powers Authority; the San Elijo Lagoon Conservancy; the Santa Fe Irrigation District; and the City of Solana Beach ("Participants") with respect to future planning and development in the Escondido Creek and San Elijo Lagoon watershed preservation area beginning at the eastern most boundary and extending west generally along Escondido Creek to the Pacific Ocean. See Attachment "A" generally defining the boundaries of the subject watershed ("watershed"). The effective date of this MOU is 9/15/08.

1. RECITALS

1.1 The purpose of this MOU is to facilitate cohesive watershed planning and management including, but not limited to:

a) Restoration, enhancement and preservation of natural resources;

b) Prevention of pollution and enhancement of water quality;

c) Support of responsible and sustainable development of water resources, including infrastructure, transfer, storage, conservation, and recycling; and

d) Promotion of coordinated education, outreach and passive recreation.

1.2 With continuing growth in San Diego County and in particular in North County, there is an increasing need to protect open space, habitat and water quality and at the same time permit responsible land development in appropriate locations in the watershed.

1.3 Unwise or ill-planned land development can lead to many problems including unnecessary loss of open space, fragmentation and ultimate degradation of irreplaceable waterways, coastal lagoons and the Pacific Ocean.

1.4 A healthy, natural environment is attractive to new business and is an anchor for
existing businesses in the County, as well as a foundation for overall quality of life for residents in the watershed.

1.5 The watershed, in many remaining undeveloped areas, is a vibrant ecosystem consisting of interconnected plant, bird and animal life with each species depending directly or indirectly on a proper balance in the ecosystem, including undeveloped land and unpolluted waters. Natural lands, habitat, watercourses and wetlands in the watershed provide invaluable services in controlling flooding, filtering surface water, recharging ground water, and adding and conveying nutrients for a myriad of plant, insect and animal species.

1.6 Free flowing and unfettered watercourses convey natural sands through the San Elijo Lagoon to the Pacific Ocean, eventually ending up on North County beaches. Long term protection of such watercourses is in the interest of both coastal and inland residents.

2. TERMS

To help better plan for and encourage a coordinated comprehensive conservation strategy in conjunction with responsible development in the watershed, the Participants agree on the following cooperative efforts:

2.1 To give early notice to the Participants to this MOU of proposed development that would impact the watershed and to encourage comments and early participation in the review process for such proposed development projects.

2.2 To participate in bi-monthly meetings to share information and resources in developing a coordinated, comprehensive watershed protection strategy with particular attention given to water quality, habitat quality, fire prevention and preservation of contiguous habitat throughout the watershed. These efforts would include identifying funding needs and potential funding sources to assist in conservation strategies.
2.3 To encourage the preparation and submission of joint grant applications by particular Participants, as is appropriate, to foundations, as well as regional, state, and federal agencies for funding to assist in planning efforts and in acquisition of sensitive sites in the watershed. The San Elijo Lagoon Conservancy and Escondido Creek Conservancy can jointly or separately take the lead on preparation and submission of grant applications.

2.4 To consider appropriate mitigation strategies for use within the watershed.

2.5 It is not the purpose of this MOU to: (1) Create any additional regulatory requirements or additional approval processes for proposed development projects that would be located in the watershed; or (2) Cause any delay in any development application process.

2.6 Through this MOU, the Participants intend to develop watershed-wide conservation strategies which the Participants may implement voluntarily.

2.7 A new entity can become a Participant to this MOU by unanimous vote of the designated Participant representatives approving the addition of the new entity. Each Participant shall have one vote.

2.8 The Escondido Creek and San Elijo Lagoon Watershed Preservation Area Cooperative Agreement dated 9-18-02 is hereby rescinded in its entirety.
DATE: **6-17-08**
CITY OF ENCINITAS
By:
Its: City Manager

DATE: **7-17-08**
CITY OF ESCONDIDO
By:
Its: Mayor

DATE: **6-26-08**
ESCONDIDO CREEK CONSERVANCY
By:
Its: Executive Director

DATE: **6-11-08**
OLIVENHAIN MUNICIPAL WATER DISTRICT
By:
Its: President, Board of Directors

DATE: **9-15-08**
COUNTY OF SAN DIEGO
By:
Its: Director, Parks and Recreation

DATE: **_______**
SAN DIEGUITO WATER DISTRICT
By:
Its: General Manager
DATE: 5-29-08  SAN ELIJO JOINT POWERS AUTHORITY

By: [Signature]

Its: General Manager

DATE: 6-11-08  SAN ELIJO LAGOON CONSERVANCY

By: [Signature]

Its: Executive Director

DATE: 5-31-2008  SANTA FE IRRIGATION DISTRICT

By: [Signature]

Its: General Manager

DATE: 6-2-08  CITY OF SOLANA BEACH

By: [Signature]

Its: City Manager
TO: JPA
FROM: Staff
SUBJECT: Policy regarding Power-Driven Mobility Devices on SDRP Trails

RECOMMENDATION:
Information only, no action required.

SITUATION:
On March 15, 2011 the Department of Justice (DOJ) issued a ruling that put into effect regulations regarding “other power-driven mobility devices” on all trails on State and local government land. The regulations permit any type of power-driven mobility device to be used on a public trail by persons with a “mobility disability” under the Americans with Disabilities Act. Other power-driven devices include those powered by internal combustion engines (motorbikes), electric vehicles and bikes, and electronic personal assistance vehicles such as a Segway. The ruling states that a person using such a device may be asked to provide “credible assurance” that the mobility device is required, but does not require that the individual have such documentation. This ruling applies to trails within the San Dieguito River Park. Limitations on such uses are only permitted using the specific criteria established in the DOJ ruling.

In response to this ruling, the JPA staff has drafted a policy that would apply to JPA-managed public trails within the San Dieguito River Park (see attached policy). The draft policy establishes limitations on the use of power-driven mobility devices on SDRP trails based on the DOJ criteria. The limitations address compatibility with the SDRP Concept Plan goals and objectives, public safety, environmental issues, trail sustainability, physical factors (e.g., trail grade and width), and other factors. Based on the established criteria, trail users would be allowed to use certain types of power-driven devices only on a limited number of trails and under limited conditions (see policy). The policy also would allow the JPA to revise the list of trails to add or remove trails on a case-by-case basis.

Although the JPA is concerned about allowing power-driven devices on any of our trails, the DOJ ruling would allow such devices on all of our trails unless a policy is in place to put reasonable limits on such devices according to the criteria established by the DOJ and enforced by the land manager.
JPA staff and attorney, with input from the CAC, prepared the attached policy to put reasonable limits on what kinds of OPDMDs can be used in the River Park and where.

Respectfully submitted,

Shawna Anderson  
Principal Environmental Planner

Attachment: JPA Policy for Use of “Other Power-Driven Mobility Devices” on San Dieguito River Park Trails
San Dieguito River Park Joint Powers Authority Policy for Use of “Other Power-Driven Mobility Devices” on San Dieguito River Park Trails

PURPOSE
To comply with the Americans with Disabilities Act of 1990, this policy addresses the use of “other power-driven mobility devices” (OPDMD) by individuals with mobility disabilities (as defined and governed by 42 U.S.C. 126, Subchapter II, Part A of the Americans with Disabilities Act of 1990, and 28 C.F.R. Part 35, as amended by the final rule published on September 15, 2010) on property owned by the San Dieguito River Park JPA and on JPA-maintained trails. This policy provides guidance for compliance with ADA regulations without fundamentally altering the goals and objectives of the San Dieguito River Park as stated in the SDRP Concept Plan.

INTRODUCTION
An OPDMD is defined by ADA regulations (Section 35.104) as “any mobility device powered by batteries, fuel, or other engines – whether or not designed primarily for use by individuals with mobility disabilities – that is used by individuals with mobility disabilities for the purpose of locomotion, including golf carts, electronic personal assistance mobility devices such as the Segway, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair….”

The Department of Justice issued a final rule on September 15, 2010 that requires public agencies to make reasonable modifications to their policies, practices and procedures to permit the use of OPDMDs on public trails. A public agency may impose limitations and requirements necessary to ensure safety and protect the environment. “However, the public entity must ensure that its safety requirements are based on actual risks, not mere speculation, stereotypes, or generalizations about individuals with disabilities.” (Section 35.130) The final rule applies to trails owned and/or operated by the San Dieguito River Park JPA.

Due to the natural open space character of the San Dieguito River Park and the sensitive habitat and species throughout its planning area, the JPA has developed this policy to address the compatibility of power-driven devices on its trails consistent with the SDRP Concept Plan.

APPLICATION OF POLICY ON JPA TRAILS AND PROPERTY
The JPA manages over 34 miles of trails within the Focused Planning Area (FPA) and owns approximately 2,976 acres within its boundaries. Most of the property within the FPA is owned by other public entities (e.g., County of San Diego, Cleveland National Forest, City of San Diego); therefore, this policy applies only to trails operated and managed by the JPA and properties owned by the JPA.

The Park Vision expressed in the SDRP Concept Plan is “to create an open space park within the San Dieguito River Valley that will protect its unique resources, while providing compatible recreational opportunities for the San Diego Region”. Objectives to realize this vision include preserving open space, conserving sensitive resources, and protecting water resources while creating recreational and education opportunities.

The trail system within the SDRP is consistent with ADA regulations, although not all of the trails in the SDRP are completely accessible to those with physical disabilities due to steep
terrain or other physical constraints. No vehicles have been permitted on JPA-maintained trails with the exception of official park maintenance and patrol vehicles and emergency vehicles. Vehicles have been determined to be incompatible with trail use due to safety concerns, noise, damage to the trail surface, and incompatibility with the enjoyment of the surrounding open space. In order to address the compatibility of power-driven mobility devices within the SDRP, it is necessary to weigh factors of accessibility, enforcement, and compatibility with SDRP goals and objectives.

The final DOJ rule provides that only one or more of the following assessment factors may be used by a public entity to determine whether a particular class of OPDMD may be allowed in a specific location:

(a) The type, size, weight, dimensions, and speed of the device;
(b) The volume of pedestrian traffic;
(c) The design and operational characteristics (e.g., whether its service, program, or activity is conducted indoors, width of trail, etc.)
(d) Whether legitimate safety requirements can be established to permit the safe operation of the other power-driven mobility device in the specific facility; and
(e) Whether the use of the other power-driven mobility device creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations. (Section 35.137(b)(2)).

A public entity is required to “make reasonable modifications in its policies, practices, or procedures to permit the use of OPDMDs by individuals with mobility disabilities”, unless they can demonstrate that the class of OPDMDs cannot be operated in accordance with legitimate safety requirements using the assessment factors listed above.

COMPATIBILITY OF OPDMDs ON JPA TRAILS AND PROPERTY

Gas powered OPDMDs are not permitted because they create a substantial risk of harm to the environment from the risk of fire due to the heat of gas-fired engines. Trails within the SDRP are surrounded by grasslands and vegetation that is extremely flammable. Additionally, the engine noise of gas powered vehicles creates a significant disturbance to the activities of native wildlife and diminishes the quality of visitor experience.

Although non-motorized mobility devices are permitted on SDRP trails, the use of electric powered OPDMDs would introduce a use that is largely incompatible within the SDRP for reasons stated below. However, in some locations and with limits on size and other specifications electric powered OPDMDs may be compatible.

Safety Risks

The various trails within the SDRP are between 4 and 12 feet in width, with the average being 8 feet wide. The Coast to Crest Trail is multi-use for pedestrians, bicycles, and horses. However, some spur or secondary trails are limited to one or two user groups. Use of some sections are limited by width, grade, soil stability. Also, some trail segments within the SDRP are heavily
used during certain days of the week and the volume of non-motorized use would be incompatible with motorized vehicles.

Damage to Trail Facilities

The design and weight of some power-driven devices could harm existing trail surfaces that are largely dirt or compacted decomposed granite not intended for vehicular use (i.e., not concrete or other hard surface).

Incompatibility with Natural Open Space and Sensitive Resources

Noise and dust from power-driven devices could harm the natural open space character of the SDRP, could cause potential harm to the sensitive threatened and endangered species that reside within the native habitat throughout the park and adjacent to the trails, and could diminish the nature experience of other trail users. Several endangered species that are sensitive to noise exist within the FPA boundaries. Non-motorized trail use does not significantly impact these species.

PROVISIONS FOR ALLOWING LIMITED OPDMDs

The JPA has assessed its trails and determined that OPDMDs for individuals with mobility disabilities could be safely accommodated on the trails listed below without compromising the goals and objectives of the SDRP or causing compatibility issues listed in this policy.

OPDMDs are only allowed on the trails specified in this policy and are not permitted on JPA-owned property where no public trail exists.

The criteria for size and type of OPDMD and type and location of trail that may allow OPDMDs are:

a) Internal combustion engine-powered vehicles are not permitted on any trail.

b) OPDMDs that can be accommodated on the SDRP trails listed below include only electric-powered golf carts or Segways or other electric-powered devices that meet the criteria defined in this policy.

c) The OPDMD must be operated at a safe speed. When other users are present on a trail, a safe speed is deemed to be the average speed at which the other users are traveling on the trail. The maximum speed for an OPDMD when other users are present is 5 MPH.

d) The OPDMD should display an ADA placard as credible assurance that the mobility device is required. If no sign is displayed, the user may be asked to provide credible assurance that the OPDMD is required because of the person’s disability.

e) The OPDMD must be able to fit between existing safety vehicle barriers (bollards) at the trail heads, typically 4 feet wide.

f) The trails listed below have been assessed to be of sufficient width (8 feet minimum) and grade (not to exceed 3 percent) to safely accommodate occasional power-driven mobility devices without the potential to cause substantial risk to trail users or endanger a sensitive resource (e.g., cultural site). Additional trails may be added or deleted should it be determined on a case-by-case basis that they can safely accommodate OPDMDs.
g) The OPDMD must remain on the trail at all times and must be capable of being turned around within the trail tread in a safe manner.

h) Noise emitted by OPDMDs may not exceed 65 decibels.

OPDMDs are allowed on the following trail segments within the parameters listed in this policy. This list may be revised as trail segments are added or modified:

- Lagoon Trail from I-5 east to trail end at Horsepark. OPDMDs are not permitted west of I-5 nor on the boardwalk trail.
- North Shore Trail from Sunset Drive staging area to Hodges Bike/Ped Bridge. OPDMDs are not permitted west of the Hodges Bridge.
- Hodges Bike/Ped Bridge and bike path along West Bernardo Drive to Bernardo Bay Natural Area parking lot.
- Piedras Pintadas trail from the parking lot accessing the utility road to the concrete vault located on the shore of Lake Hodges.
- Mule Hill Trail to west base of raptor ridge.
- San Pasqual Trail between the east base of raptor ridge to staging area at Bandy Canyon Road/Hwy 78.

The policy may be revised as SDRP trails are further assessed or as new facts and circumstances arise.

By adopting this Policy, the JPA is not representing that trails within the San Dieguito River Park are safe for use by an OPDMD and it is not assuming any liability. Certain risks are inherent in the use of trails and all users must exercise reasonable care.
TO: JPA
FROM: Staff
SUBJECT: Progress Report on Sikes Adobe Historic Farmstead

RECOMMENDATION:
Information Only, no Action Required

Sikes Adobe Historic Farmhouse

For those of you who were not able to attend the June 26th First Year Anniversary of the Grand Re-Opening, and have not seen it since, you will be amazed at the transformation of the Sikes Adobe Historic Farmhouse. It is now fully furnished, it has a picket fence all around the outside, courtesy of the Escondido Kiwanis, exterior interpretive panels, and interior interpretive displays and photos. A scout recently built a workshop next to the site to hold supplies. For the summer it has been open only on Sundays, but after Labor Day it reopened on a regular schedule Tuesday, Thursday, Saturdays and Sundays.

When the farmhouse is open, docents are present to lead tours, give demonstrations and answer questions. In addition, docents are needed to staff a Sikes Adobe booth at the weekly Farmers Market. This requires having a fair number of trained docents. A docent-training session has been scheduled for September 17th.

In addition, the museum manager, Anne Cooper, is calling for members of the community who are willing to serve on a “Friends of the Sikes Adobe” Board. She envisions a new 501(c)(3) group similar to the Friends of the San Dieguito River Valley to help spearhead the farmhouse’s future development and programs and ensure its long-term survival and historic integrity.

Sikes Adobe Historic Farmstead

In 2010, the JPA Board determined that the Sikes Adobe Historic Farmstead should be self-supporting. Several ideas were proposed at the time, including pony rides, wagon rides, a Farmers Market, and historical weddings. The JPA Board directed staff to prepare a Master Plan for the farmstead site.

- Equestrian Activities: An experienced equestrian operator, Happy Trails Livestock Company, whose main location is in South Bay, brought horses to the Sikes site and promoted pony rides and trail rides, starting in January 2011. In 2010 wagon rides were conducted, but terminated due to various complications.
and lack of sustained interest by persons willing to pay a fee. In June of this year, Happy Trails determined that rising costs made a satellite facility at Sikes infeasible, and they pulled out.

- Farmers Market. An experienced Farmers Market manager was identified, and they began operations at the Farmstead site in April 2011 every Sunday (except holidays) from 10 a.m. to 4 p.m. A formal Memorandum of Understanding with the market manager is recommended for approval elsewhere on this agenda. We have learned that the Farmers Market itself is not likely to be a major money-maker since only a handful of the 60+ Farmers Markets in the County have just the right conditions to be successful enough to actually make money. However, we believe the Market will be a draw to bring visitors to Sikes Adobe. Dust and wind at the site have caused the numbers of vendors and shoppers to decline since the first market was held. The market manager is trying to reduce the effects of the dust and wind but is unable to invest substantial money in that direction. She is in the process of obtaining free loads of mulch to spread on the ground to reduce dust.

- Historical Weddings. Some wedding concessionaires expressed interest before learning that no restroom is available at the site, other than a portable toilet. A portable toilet is not attractive for a party, especially if the wedding host is paying a fee to use the site. It will be a priority to find funds to construct an attractive, permanent restroom facility.

- Master Plan. Staff has begun work on the Master Plan. It has been helpful to observe the practical issues associated with the activities described above, which will inform the Master Plan. One concept being considered as a proposal in the Master Plan would be construction of a large, old-fashioned barn to be located in the large lot where the Farmers Market is currently held. The idea is that the Farmers Market could be held inside the barn on Sundays. This would reduce the effects of dust, wind, mud and rain. At other times it could be used for educational purposes, 4-H clubs, etc. It could also be used for square dances and similar activities. Another proposal for the Master Plan will be to build a permanent restroom facility as mentioned above. This would be desirable for the docents and attendees at the Farmhouse, for vendors and attendees at the Farmers Market, and of course, it would make the idea of the historical weddings more feasible.
TO: JPA
FROM: Staff
SUBJECT: Trail Mile Markers

RECOMMENDATION:

Information only, no action required.

SUMMARY:

The Friends of the San Dieguito River Valley have proposed that there should be Trail Mile Markers along the Coast to Crest Trail. The Friends hired Paul Riha with Stone Imagery to develop a concept for the Mile Markers, which is attached as Attachment 1. The Mile Marker concept has been discussed on several occasions at the CAC, and at length with the CAC’s Trails Committee. It is staff’s understanding that the Friends and the San Dieguito River Valley Conservancy have agreed to work together on this project in consultation with JPA staff, with the Conservancy handling the sales and administrative details.

Purpose of the Mile Markers
Initially two purposes were mentioned for the Markers - to show trail users how far they have hiked along the Coast to Crest Trail, and to help emergency responders locate a trail user if there were an emergency. The Trails Committee discussed whether Mile Markers really are needed either for emergency location purposes or to know how far you’ve hiked in a day when most people have cell phones to identify their GPS location. The Trails Committee rejected the idea that mileage marker signs will soon be obsolete, because only a portion of trail users bring GPS devices, and there are large swaths of backcountry where cell phones do not work. The Trails Committee acknowledges that the specific need for Mile Markers may have and be changing, but that the proposed markers would still have merit and value for branding the San Dieguito River Park and the Coast to Crest Trail, and that that alone would be sufficient reason to proceed with the project.

Design Details
The Trails Committee recommended support for the proposed Mile Marker concept for acid-etched, black and white, 5.5” x 18.5” signs in matte-finish, non-reflective stainless steel.

By motions made and passed, the committee decided several more issues: these signs would be placed every mile, and there would be another, smaller sign at every ½ mile (marked 1.5, 2.5 etc), each showing mileage from the Zero Monument. The 5.5 by 18.5 sign with the River Park logo, “Coast to Crest Trail”, mileage, and a space for a donor’s name and logo if desired, would
be at each one mile; and that the ½ mile signs would be smaller, and would show the River Park
logo and “Coast to Crest Trail” and the mileage only. The ½ mile markers would be mounted
lower than the 1 mile markers. The committee agreed that:

- the signs will not contain individual trail segment names;
- the approximately 5” x 5” blank area should allow no more than 16-18 square inches
  writing space for the donor’s logo and/or name. Our policy on donor recognition lets the
  Executive Director have the final say on what words are appropriate, but we must be
  flexible given that some large donors may have specific requests;
- the mile marker signs will not contain the U.S. National Grid location symbol;

River Park Rangers raised a concern about possible vandalism and defacement, which is a
common problem with signs. Mr. Riha said the surface could be refinished if damage was not
too deep.

It has not been determined how the signs would be mounted. They could be mounted to the
metal pole standards currently used in the field for other signs, or to a 4x4 or 6x6 piece of
recycled material such as Trex, or mounted flat or angled on low artificial boulders.

Location of the Mile Markers
One acknowledged difficulty is to know exactly what the mileage count is, since there are gaps
in the Coast to Crest Trail at this time. The Trails Committee recommends that the counting of
mileage would begin at the Zero Monument at 101 (on the ground at the southeast corner of the
Camino del Mar highway bridge south of Via de la Valle), and continue forward as if all the trail
were in place already, based on our best alignment estimate.

Price to Donate a Mile Marker
The purchase price of the Markers from the supplier is approximately $250, the small signs
$100, and donor plaques added later will cost about $100. If they could be ordered in quantity,
the cost would come down. The Friends initially proposed that the cost of donating a Mile
Marker would be $500 each. This would pay for the mile marker and a corresponding half-mile
marker and provide some additional funds to pay for long-term maintenance or possible
replacement of some markers. The Conservancy has recommended that the markers be sold for
$2,000 apiece.

Considerable thought was given to the idea of combining the Mile Markers with an “Adopt-a-
Mile” program. Executive Director Bobertz proposed creating an endowment for maintenance
of the trails by asking for larger donations, say $20,000 each, which would provide for
maintenance of one mile of trail. With 60 miles of trail, the income stream from the endowment
could pay in perpetuity for a park ranger for trail maintenance for the whole Coast to Crest Trail.
The committee discussed seeking large local corporations and groups willing to donate a large
amount. It was agreed that this is the type of fundraising project that would have to be
undertaken by the Conservancy, if they were willing, and that it would have to be accomplished
over a period of time. Language such as “Trail maintenance sponsored by” or “Next 1 mile
sponsored by,” would be written above the donor name if this program were adopted. The San
Dieguito River Valley Conservancy Board, which met the day after the last Trails Committee
meeting, did discuss this proposal, but declined to take it on. They said that level of donation was not feasible with their private donor base, and the Conservancy is not interested in commercializing the Park with corporate sponsorships. They felt that combining the sales of mile markers with an ambitious program to fund long-term trail maintenance would kill the project. Director Bobertz said he would defer to their expertise, and he withdrew the suggestion.

At the $500 funding level proposed by the Friends, the Friends would be the donors for the first 4 signs; Trail Committee member and San Dieguito River Valley Conservancy Board member Tony Joseph agreed to donate the 5th sign. Trail Committee members Joe and Cheryl Wolowsky agreed to donate the 6th sign. It is not known if these same parties will move forward at the proposed $2000 level. The Trails Committee reaffirmed that all donor designations must follow the JPA’s 6/19/09 Policy No. P09-02 regarding donor recognition.

CAC RECOMMENDATION:

This item was reviewed and discussed by the CAC at their September 2nd meeting. The CAC voted 18 to 1 that there should be Trail Mile Markers on the Coast to Crest Trail as shown in the attached design and to agree that the committee (SDRVC, FSDRV and JPA) would be responsible for implementation.

FISCAL IMPACT

None. The cost of the project is reimbursed by donations, which include sufficient funding to be used for replacements as needed.
San Dieguito River Park
Coast to Crest TRAIL
Mile 55

Friends of The San Dieguito River Valley

San Dieguito River Park
Coast to Crest Trail
Mile 54.5

Friends of The San Dieguito River Valley
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San Dieguito River Park
Coast to Crest Trail
Mile 54.5

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