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 July 18, 2008**

**Executive Directors Report**

**Public Comment**

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

**CONSENT**

1. **Accept County Water Authority Easement on North Shore Lake Hodges** (page 3)

2. **Accept Horizon Church School Trail Easement** (page 6)

**ACTION**

3. **Award Contract for Green Valley Creek Bridge Replacement** (page 12)

4. **Lake Hodges Bicycle/Pedestrian Bridge Shortfall Report and Recommendation** (page 21)

5. **Accept Maderas Westridge Donation** (page 25)

6. **Investment Committee Report and Recommendation** (page 27)
7. Sikes Adobe Historic Farmhouse Update (Museum Manager Anne Cooper) (page 34)
8. Rancho Santa Fe Polo Club Update (page 36)

INFORMATION

9. 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

10. Status Reports (Oral)
    1. Fire Recovery
    2. River Park Projects
       a. Coastal Trail
       b. Del Dios Gorge Trail
       c. Other

11. 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.

12. Communications
    a. Letter from JPA to City of San Diego re RSF Polo Club Violations (page 40)
    b. Letter from JPA to City of San Diego re Via de la Valle Powerpoles. (page 42)
    c. Letter from JPA to State Race Track Leasing Commission (page 44)

THE NEXT REGULAR JPA MEETING IS SCHEDULED FOR FRIDAY, OCTOBER 17, 2008.

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

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

FROM: Staff

SUBJECT: San Diego County Water Authority Trail Easement

RECOMMENDATION:

Accept an Open Space Easement across SDCWA pump station and pipeline tunnel and authorize the Executive Director to execute all documents associated with accepting and recording the deed.

The San Diego County Water Authority (SDCWA) is constructing an inlet/outlet structure (pipeline tunnel) and pump station at the western end of Lake Hodges that will connect the Hodges reservoir to the Olivenhain Reservoir enabling water storage transfer between the two reservoirs. The project required temporary closure and partial reconfiguration of the Hodges North Shore Trail from Hernandez Hideaway to the dam. As part of the project SDCWA will rebuild an approximately 1,400-foot long section of North Shore Trail that was removed to build the inlet/outlet structure and pump station. The new trail is anticipated to be complete after the SDCWA project is complete in 2009. JPA staff has been working with SDCWA on the trail design and revegetation plans.

Before starting construction on the Lake Hodges portion of the Emergency Storage Project the SDCWA purchased land from the City of San Diego to accommodate the pump station on the western shore of Lake Hodges. Once their project is finished, SDCWA plans to sell most of the land back to the city including the portion that contains the North Shore Trail. As part of this process, the SDCWA is granting an easement to the JPA for this segment of the North Shore Trail.

Respectfully submitted,

Shawna Anderson
Principal Environmental Planner

Attachments:

1. Draft Easement
RECORDING REQUESTED BY AND
WHEN RECORDED, PLEASE MAIL TO:

San Diego County Water Authority
Right of Way Department
4677 Overland Avenue
San Diego, CA 92123-1233

SPACES ABOVE FOR COUNTY RECORDER’S USE

APN: SDCWA Parcel #:

RECREATIONAL TRAIL EASEMENT

This Recreational Trail Easement is granted by the San Diego County Water Authority (‘Grantor”) to the San Dieguito River Valley Regional Open Space Park Joint Powers Authority, a joint powers authority formed under the California Government Code (“Grantee”) this ___ day of __________, 2008, to allow use of the Grantor's property for specified purposes.

Grantor, owner of property described in Exhibit “A” grants to ______________ (“Grantee”) a non-exclusive easement to construct, operate, maintain, repair, and hold open for public use a paved or unpaved recreational trail for pedestrians, equestrians, bicyclists and other non-motorized recreational vehicle users in, over, and across as described in the attached Exhibit “A” and as depicted on Exhibit “B” (“Designated Route”), attached hereto and made a part hereof.

Grantee shall be solely responsible for maintenance of the easement area, including all trail facilities and improvements. Further, Grantee shall be responsible for obtaining all future permits and approvals required for the public trail authorized by this Easement.

Grantee agrees not to interrupt the use or operation of the Grantor's facilities.

Grantee shall save, indemnify and hold harmless the Grantor against any liability, loss, cost, damage and expense caused by or arising from (i) an act(s) or omission(s) of Grantee, its employees, agents, contractors, successors and assigns or (ii) the location and existence of the trail, whether dangerous, defective or otherwise; including, but not limited to any such loss, cost, damage, liability and expense arising from damage to or destruction of real and personal property or injury to or death of any person; provided, however, that Grantee’s duty to indemnify
and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Grantor, its agents, officers, or employees. Grantee shall also hold harmless the Grantor against damage to or destruction of the trail caused by an act(s) of a third party(s).

All terms and conditions of this Grant of Trail Easement shall be binding upon the parties, their successors and assigns and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by a duly authorized officer on the day and year first above written.

SAN DIEGO COUNTY WATER AUTHORITY:

By: _______________________________  Dated: _____________
(Notarization Required)
William J. Rose
Director of Right of Way

Approved as to form:

By: _______________________________  Dated: _____________
Daniel S. Hentschke, General Counsel
San Diego County Water Authority

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Trail Easement dated _____________________ from ______________________________ 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
Agenda Item 2  
September 19, 2008

TO: JPA Board
FROM: Staff
SUBJECT: Horizon Christian Fellowship Trail Easement

RECOMMENDATION:

Accept an Open Space Easement across APN Parcel # in the El Apajo Specific Plan Area and authorize the Executive Director to execute all documents associated with accepting and recording the deed.

The purpose of the proposed easement is to establish part of a possible trail route alternative within Landscape Unit C (Osuna Valley) of the San Dieguito River Park’s FPA. Because most of this area is privately owned and developed, private easements would need to be obtained to accommodate the Coast to Crest Trail. JPA staff has done some trail planning for this segment including discussing a possible trail alignment through the Morgan Run Golf Course and adjacent Whispering Palms water district properties. Easements would be required on other private parcels too. However, the trail is at a conceptual planning stage and an exact alignment has not been determined. The trail would eventually connect to an already established trail easement on “The Rivers” subdivision just north of El Apajo Road.

If a direct north/south easement to El Apajo Road is determined to be infeasible then a possible alternative is to route the trail from the Morgan Run Golf Course and Whispering Palms properties in an easterly direction to connect to an abandoned road easement and then eventually to El Apajo Road. This trail alignment would traverse property owned by the Horizon Christian Fellowship Rancho Santa Fe. This alternative trail route would provide indirect access to the existing trail easement on “The Rivers” subdivision. The Horizon Christian Fellowship is currently obtaining a permit from the County of San Diego to expand their school, and agreed to donate a trail easement on their southerly property boundary to potentially facilitate the Coast to Crest Trail in the future. The Horizon grantor understands that this is an alternative trail alignment and the trail may not necessarily be built in that location. Additional trail planning and agreements with other property owners on adjacent parcels will need to occur before a final trail alignment can be established through this area. The San Dieguito River Park JPA staff worked with Horizon representatives on the trail easement language and is appreciative of Horizon’s generous offer of the easement and their willingness to work with the San Dieguito River Park.

Respectfully submitted,

Shawna Anderson  
Principal Environmental Planner
Agenda Item #2
September 19, 2008

Attachments:

1. Draft Easement
AGREEMENT FOR GRANT OF EASEMENT
FOR RIDING AND HIKING TRAIL

This Agreement is entered into this ___ day of ___________ by and between
HORIZON CHRISTIAN FELLOWSHIP RANCHO SANTA FE (“GRANTOR”) owner of the
property described in Exhibit “A” attached hereto and hereby incorporated herein by reference
(the “property”), and the SAN DIEGUITO RIVER PARK REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY (“JPA’) to agree on the terms and conditions of a riding and
hiking non-motorized trails easement to be granted by GRANTOR” to JPA.

WHEREAS, GRANTEE is desirous of obtaining an easement for riding and hiking for the
benefits of the residents of the County of San Diego over GRANTOR’S property where
GRANTOR operates a private Christian school and a Christian church, and

WHEREAS, GRANTOR is willing to grant JPA such an easement without compensation for
such, and

WHEREAS, the parties desire to agree on the terms and conditions of such easement,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

As a gift to the JPA, GRANTOR hereby grants to the JPA, a non-exclusive easement
over, under, upon and across the property owned by GRANTOR which is located in the County
of San Diego, State of California. The easement is described in Exhibit “B” attached hereto and
incorporated herein by reference (the “Easement”) for the purposes described below on, and
subject to, the terms and conditions set forth below.

1. Purpose of Easement. The GRANTEE is authorized to construct, maintain and
operate a riding and hiking trail for non-motorized, recreational purposes within the Easement
area for the benefit of residents of the County of San Diego and in connection therewith, the
GRANTEE may also use all appurtenances, structures and equipment deemed necessary or
convenient by the County to achieve such purposes. No motorized vehicles are authorized to use said easement.

2. Improvement and Maintenance of Easement: GRANTOR reserves the right to approve all improvements to the easement to assure protection of the children attending school on GRANTOR’s property. JPA will provide plans and specifications of such improvements at least 60 days prior to the construction time of said improvements. GRANTOR has the right to not approve any improvements that could adversely affect the health and welfare of the children attending GRANTOR’s school and people attending the GRANTOR’S church. If GRANTOR does not approve such improvements on such basis, JPA will not be allowed to construct such improvements. Likewise, it is JPA’S responsibility to maintain such easement in a manner that will protect the health and safety of the children located on Grantor’s property. If JPA fails to do so, GRANTOR will have the right to enter on to such easement and correct the faulty maintenance or non-maintenance. All such improvements, repairs and maintenance shall be at the cost of JPA. JPA will reimburse GRANTOR for any costs incurred for maintenance performed pursuant hereto.

3. Indemnity. JPA agrees to defend, indemnify and hold GRANTOR harmless from and against all third party claims for tort liability for bodily injury or property damage relating to or arising out of the construction, maintenance (or lack thereof) or use of the Easement. “Tort liability” means a liability that would be imposed by law in the absence of any contract or agreement. Provided JPA will have no indemnification obligations hereunder where the Easement no longer exists on GRANTOR’s property at the time the third party suffers his or her injuries and property damages.

4. No Punitive Damages. Notwithstanding anything in this document to the contrary, the JPA shall have no obligation to defend, indemnify or hold harmless GRANTOR from any punitive damages imposed against GRANTOR for acts or omissions by the GRANTOR.

5. Covenants of GRANTOR. If GRANTOR intends to request indemnification from the JPA, GRANTOR agrees to (1) promptly notify the JPA of any third party claims or occurrences that may result in a claim and (2) co-operate at all times with the JPA and its insurer in the Association’s defense of any claim. If GRANTOR fails to so cooperate without some reasonable basis, the JPA may withdraw its defense and indemnification of GRANTOR.

6. Representation of Ownership. GRANTOR represents and warrants that GRANTOR is the sole fee owner of the property described in Exhibit “A”, and shall be the sole fee owner of such property on the date this document is filed for record with the Office of the San Diego County Recorder.

7. Amendments. No modification or amendment of this document shall be valid unless the same is signed, acknowledged and filed for record in the Office of the San Diego County Recorder by both GRANTOR and the JPA or their applicable successors-in-interest.

8. Term of Easement: The Easement is irrevocable by GRANTOR except the GRANTOR may terminate or move the easement under the following conditions:
A. When deemed necessary by GRANTOR to meet the needs of GRANTOR’S school or church operations, GRANTOR may move the easement described in Exhibit “B” to any location on GRANTOR’s property provided the new easement location connects with the JPA’S or the County of San Diego’s existing or future easements for similar uses on the adjoining properties which are identified on Exhibit “A” as “Adjoining Easement “1” and “Adjoining Easement “2”. The costs of moving such easement on GRANTOR’s property shall be at GRANTOR’s expense and the improvements on the existing easement shall be replicated on the easement of the new location. Similarly, should GRANTOR acquire adjoining property or the right to use same for this easement, GRANTOR may relocate this easement to such adjoining property under the same conditions. GRANTOR may move this easement as needed from time to time under said conditions should GRANTOR decide to do so. GRANTOR will give JPA 90 day’s written notice of GRANTOR’s intent to move such easement.

B. GRANTOR may terminate the easement should JPA fail to connect this easement to easements on the adjoining properties identified on Exhibit “A” as “Potential Easement Location” by January 1, 2033. Should GRANTOR so terminate this easement, GRANTOR shall have no responsibility for reimbursing JPA for any costs incurred in developing or maintaining this easement for the time said easement existed.

9. Sole Indemnity. This document contains the entire agreement and understanding between the parties relating to the Easement, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties concerning the Easement are merged herein. This indemnity supersedes and fully replaces all other indemnities by the JPA in favor of GRANTOR in connection with the Easement, whether express or implied, and whether oral or written.

10. Effective Date. This document shall become effective upon the date it is filed for recording in the Office of the San Diego County Recorder. This Agreement shall not be recorded until GRANTOR’S Application #P85-068W for the construction of certain improvements to the GRANTOR’S school with the County of San Diego is approved by the County of San Diego and any appeal period has passed.

The parties have executed this document at Rancho Santa Fe, California.

Date: ______________, 2008

GRANTOR: HORIZON CHRISTIAN FELLOWSHIP RANCHO SANTA FE
GRANTEE: SAN DIEGUITO RIVER REGIONAL

OPEN SPACE PARK JOINT POWERS

By: ________________________________
Name: ________________________________
Title: ________________________________

Dated: ____________ , 2008

STATE OF CALIFORNIA )
) SS
COUNTY OF SAN DIEGO )

On ____________, before me, Dr. Robert Botsford, personally appeared, __________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

_____________________________ (Seal)

STATE OF CALIFORNIA )
) SS
COUNTY OF SAN DIEGO )

On ____________, before me, __________________________ personally appeared, __________________________ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

_____________________________ (Seal)
TO: JPA Board
FROM: Staff
SUBJECT: Award Contract for Green Valley Creek Bridge Replacement

RECOMMENDATION:

Approve the upgrade of the bridge type to a steel truss bridge and award the contract to Contech Bridge Solutions for $52,400.

SITUATION:

Summary and Recommendation

In the October 2007 Witch Fire, the fiberglass bridge at Green Valley Creek on the Piedras Pintadas Trail was substantially damaged and must be replaced. It is a 71’ long x 8’ wide bridge. The cost to replace the bridge will be paid for with a $50,000 donation from Northrup Grumman, with additional funding as needed from FEMA. FEMA prepared a Project Worksheet (attached) that estimated the cost to repair the damage at $54,567. If the JPA elects to upgrade the bridge to a steel bridge, that will be considered a “hazard mitigation” because the new bridge would be less likely to be damaged in a future fire than if it were replaced with another fiberglass bridge. FEMA will provide an additional $7,238 for the hazard mitigation. Three pre-engineered steel bridge companies (Excel Bridges, Contech Bridges and Big “R” Manufacturing) were invited to bid on the bridge replacement. The bid deadline was scheduled for Wednesday, September 10, 2008 at 2 p.m. Two bridge companies bid. The apparent low bidder was Contech Bridge Solutions, at a bid price of $52,400. This is the price for designing, fabricating and delivering a steel bridge to the site. The other company, Excel Bridge, quoted $65,000. A separate construction company will be hired to install the bridge for an additional cost. Staff recommends that your Board approve the upgrade of the bridge type to a pre-engineered steel bridge and award the contract to Contech Bridge Solutions for $52,400.

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

Issues – No issues have been identified.

FINANCIAL CONSIDERATION

None - construction costs will be reimbursed.

ALTERNATIVE ACTIONS

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

RECOMMENDATION

Award contract to lowest responsible bidder, Contech Bridge Solutions.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
1. Photos
2. FEMA Project Worksheet
Agenda Item 3
September 19, 2008

Green Valley Bridge Pre-Fire (fiberglass)

Portion of Green Valley Bridge Damaged in Fire
Example of bridge style to be used to replace fiberglass Green Valley Bridge.
Federal Emergency Management Agency

Project Worksheet

| Declaration No. | FEMA: 1731 DR. CA | Project No. | RP003G | FIPS No. | 073-US8ZI-00 | Date | Category | G | Work Completed as of: | 1/28/2008 | Per Cent: | 0% |
|----------------|------------------|-------------|--------|----------|--------------|------|----------|   |                     |           |           |    |

Damaged Facility (Project Title):
Repair Green Valley Trail Bridge

Applicant:
San Dieguito River Park JPA

County:
San Diego

Location:
Green Valley Creek Bridge

Latitude: 33.04511
Longitude: -117.07992

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

(See Continuation Sheet)

Scope of Work: Work to be completed

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

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

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

Hazard Mitigation Proposal is attached

---

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

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Total Cost: $54,568

PREPARED BY: Robert Jenkins
TITLE: Project Specialist
APPLICANT: Dike Jenkins
DATE: 2-11-08

ATTACHMENT 2
Federal Emergency Management Agency  
Project Worksheet Continuation Sheet

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Applicant: San Dieguito River Park JPA  
County: San Diego

Damage Description (continued):
The fires destroyed the longitudinal members at the north abutment. The wood decking was completely destroyed by the fire for a distance of 14 LF from the north abutment and the hand rail support members were charred. There were latitudinal 8 IN channels spaced at approximately 10 LF. Approximately half of these members were warped by the heat.

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Total Cost: 54568

Prepared By: Robert Jenkins  
Title: Project Specialist
Applicant:  
Date:
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**APPLICANT**
San Dieguito River Park Joint Powers Authority

**COUNTY**
San Diego

**DESCRIPTION:**
- Damaged northern end of bridge
- Structural Framing
- Damage to channel member and hand rail supports
- Warping of lower structural members
San Dieguito River Park Joint Powers Authority  
RP-003G Green Valley Creek Trail Bridge  
(70 foot span, 8 feet wide fiberglass trail bridge)

### Repair vs Replacement (50% Rule)

For the purpose of establishing compliance with the 50% rule, all costs are based on 1996 dollars.

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

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

**Material Cost = 50% of Cost Of Bridge**

#### Repair Labor Cost:
- Because of the level of care that must used to remove and disassemble the bridge, the labor cost to remove and disassemble is equal to the labor cost required to install the bridge.

**Labor Cost = 200% of Bridge Installation**

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<td>Construction of bridge abutments</td>
<td>36,400.00</td>
<td>36,400.00</td>
<td></td>
</tr>
<tr>
<td>Bridge Installation</td>
<td>9,500.00</td>
<td>9,500.00</td>
<td>19,000.00</td>
</tr>
<tr>
<td>Geotech survey and supervision</td>
<td>2,327.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 88,777.00</strong></td>
<td><strong>$ 74,450.00</strong></td>
<td><strong>$ 33,275.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th><strong>Repair Cost</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair Cost - 1996 Dollars</td>
</tr>
<tr>
<td>Inflation Adjustment - 3% per year (1.03E+12)</td>
</tr>
<tr>
<td><strong>Adjusted Repair Cost</strong></td>
</tr>
<tr>
<td>Engineering Costs (Curve B - FEMA Public Assistance Guide) 15%</td>
</tr>
<tr>
<td><strong>Total Repair Cost</strong></td>
</tr>
</tbody>
</table>
### Scope of Work:

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

### Estimate of Work

<table>
<thead>
<tr>
<th>Material and/or Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Engineered Steel Bridge Material Estimate from Vendor</td>
<td>1 LS</td>
<td>$43,000.00</td>
<td>$43,000.00</td>
</tr>
<tr>
<td>Including delivery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CA Sales Tax at 7.75%</td>
<td>1 LS</td>
<td>$3,332.50</td>
<td>$3,332.50</td>
</tr>
<tr>
<td>Installation: R.S.Means 2007 Heavy Construction Cost Data</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 34 20.10 0500 Crew E-2 Production for 60 FT Span .120Hrs per SF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 34 20.10 0600 Crew E-2 Production for 80 FT Span .098Hrs per SF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crew E-2 Production for 70 FT Span = .109 Hrs per SF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(70 LF X 8 FT) = 560 SF X .109 Crew Hrs/SF = 61.04 Crew Hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation: Crew E-2</td>
<td>61.04 HRS</td>
<td>$100.27</td>
<td>$6,120.48</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$52,452.98</td>
</tr>
</tbody>
</table>

- Engineering for bearing on existing concrete abutments

  (50 % of Curve B in the Public Assistance Guide) 7.5 %

<table>
<thead>
<tr>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 LS</td>
<td>$3,933.97</td>
<td>$3,933.97</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Demolish existing fiberglass bridge</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>40% of installation cost ($9,500) X Inflation Factor 1.426</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>1 LS</td>
<td>$5,418.80</td>
<td>$5,418.80</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Less: Repair cost for fiberglass bridge</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>1 LS</td>
<td>$(54,567.67)</td>
<td>$(54,567.67)</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Cost**

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

---

**Recommended by (Signature):**

**Agency:**

**Date:**

**Concurrence by Local Representative:**

**Agency:**

San Dieguito River Park Joint Powers Authority

**Note:** Signature by the Federal Inspector is not an approval of this work, and signature by the state and Local Representative is not a commitment to perform the work.
TO: JPA Board

FROM: Staff

SUBJECT: Lake Hodges Bicycle/Pedestrian Bridge Shortfall

RECOMMENDATION:

Consider the potential opportunities for funding the Lake Hodges Bicycle/Pedestrian Bridge and provide direction to staff.

SITUATION:

Summary and Recommendation

On June 15, 2007, your Board awarded the Phase Two construction contract for the Lake Hodges Bicycle/Pedestrian Bridge to FCI Contractors for the base bid of $6,142,595.57, plus the railing and lighting alternative for $536,680.00. At the same time, your Board awarded the Contract for Construction Management of Phase Two to T.Y. Lin International for $234,282.

In making your decision, your Board was aware that the FCI contract amount exceeded the available funds by $1,025,309. (This was comprised of $488,629 shortfall in the base bid plus $536,680 for the railing and lighting additives.) Your Board determined that if the shortfall funds were not obtained through grants or donations by the time they were due, that your Board would either assess its member agencies to cover the shortfall or obtain a mortgage on the San Dieguito River Park office. Immediately afterward, a grant for $347,000 was received from the Resource Agency which lowered the shortfall to $678,309.

Staff subsequently identified several additional ways to reduce construction costs, including switching from SDG&E electric to solar power (to avoid the lengthy trenching that would have been necessary) and changing the railing type to reduce the number of pickets necessary and eliminating the painting of the railing. Unfortunately, there were almost an equal number of unavoidable construction increases. The net decrease was minimal.

The table below shows the funds received, and the construction costs to date.

<table>
<thead>
<tr>
<th>Funds Received</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caltrans SHOPP TE</td>
<td>$3,061,000</td>
</tr>
<tr>
<td>SANDAG STIP TE</td>
<td>2,000,000</td>
</tr>
<tr>
<td>SANDAG Transnet 1</td>
<td>500,000</td>
</tr>
<tr>
<td>SANDAG Transnet 2</td>
<td>1,875,000</td>
</tr>
<tr>
<td>Resources Agency Prop 13</td>
<td>1,500,000</td>
</tr>
</tbody>
</table>
Agenda Item #4  
September 19, 2008

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Resources Agency Prop 40</td>
<td>625,000</td>
</tr>
<tr>
<td>Resources Agency Prop 40 (2)</td>
<td>347,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$9,908,000</strong></td>
</tr>
</tbody>
</table>

**Costs**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering, Environmental</td>
<td>1,182,066</td>
</tr>
<tr>
<td>Permitting</td>
<td>108,289</td>
</tr>
<tr>
<td>City Inspecting, Resources Monitoring – Phase One</td>
<td>53,000</td>
</tr>
<tr>
<td>Construction Management – Phase One</td>
<td>156,713</td>
</tr>
<tr>
<td>Construction – Phase One</td>
<td>2,122,684</td>
</tr>
<tr>
<td>Construction Management – Phase Two</td>
<td>234,282</td>
</tr>
<tr>
<td>City Inspection, Resource Monitoring (Est.) – Phase Two</td>
<td>50,000</td>
</tr>
<tr>
<td>Construction – Phase Two</td>
<td>6,679,275</td>
</tr>
<tr>
<td>Change Orders (Increase)</td>
<td>86,972</td>
</tr>
<tr>
<td>Change Orders (Decrease)</td>
<td>(135,000)</td>
</tr>
<tr>
<td>Remaining work by others</td>
<td>37,110</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>10,575,391</strong></td>
</tr>
<tr>
<td><strong>SHORTFALL</strong></td>
<td><strong>$ 667,391</strong></td>
</tr>
</tbody>
</table>

**OPPORTUNITIES TO INCREASE FUNDING**

Staff has explored (and is continuing to explore) a variety of ways to fund the shortfall, as described in more detail below.

**Lake Hodges Recreational Trust Fund**

On April 10, 2000, the San Diego City Council approved the Hodges Golf Improvement Center. The motion by Councilmember Barbara Warden included the following: “To direct the City Manager to establish a San Pasqual/Lake Hodges Recreational Trust Fund within the Water Department's Enterprise Fund, and to deposit 25% of the lease revenues from the Hodges Golf project and the unanticipated sales of city-owned land from within the Lake Hodges/San Pasqual communities for the creation of a permanent recreational improvement fund to enhance public recreation and cultural preservation on Water Department properties within the area.” There is currently $440,000 in that fund. Executive Director Bobertz was scheduled to meet with Water Department Director Jim Barrett on Friday, September 12 to discuss the possibility of the Water Department making those funds available to the JPA for the Lake Hodges Bicycle/Pedestrian Bridge.

**Private Donations**

Due to the size of the shortfall, staff determined that the most likely source of funds would be corporate donors instead of individual donors. (See the brochure that was developed to hand out to potential corporate sponsors). Whether corporate or individual, a means of giving donor recognition is necessary. At today’s meeting staff will hand out some concepts for construction of a donor recognition area at the north entrance to the bridge that are being developed by
Spurlock Poirier & Associates. The donor recognition “plaza” will include a seating area, donor recognition tiles, interpretive signage, a roofed pavilion to hold solar panels, and a vault for battery storage. Estimated cost for the donor recognition plaza is $100,000. This amount is not included in the shortfall shown in the table above.

**Condition of Development**
With the assistance of San Dieguito River Valley Conservancy Boardmember Bill Proffer, staff identified several development projects that may have considerable impacts on public streets. These included a major expansion of the Westfield Shoppingtown at North County Fair and a new Sony building in Rancho Bernardo. Unfortunately, in the case of the mall expansion, the City of Escondido determined that the nexus was not strong enough to justify requiring the developer to contribute toward bicycle facilities (i.e., the Lake Hodges Bicycle/Pedestrian Bridge). And in the case of the Sony building, staff learned that it was a ministerial project and the City would not be requiring any mitigation. Staff also learned that the Rancho Bernardo Community Facilities Financing Plan, which could have been useful if mitigation or other conditions were to be imposed, had been recently updated, and it did not include the Lake Hodges Bicycle/Pedestrian Bridge. Staff requested that the Plan be updated again to add the bridge and cantilever (the bike path from the bridge up West Bernardo Drive to the Bernardo Bay Natural Area), but City staff declined.

**Income from Sale of Mitigation Credits**
In the last few months, the JPA has been approached by two parties interested in donating their natural open space property to the River Park. These donations are currently in process and expected to come to your Board for approval in the near future (see Agenda Item 5). Such property is expected to contain quality habitat that has not been used for mitigation purposes and could be marketed for that purpose. Staff has had some early discussions with potential mitigators to gauge their interest in purchasing mitigation credits. Cash from the sale of the mitigation credits could be used for any purpose, including for the Lake Hodges Bicycle/Pedestrian Bridge.

**Line of Credit/Loan**
Executive Director Bobertz met with a representative of The Bank of Escondido who was formerly with the bank that gave the JPA a short-term million dollar loan when we were purchasing Bernardo Mountain several years ago. He has agreed to provide a line of credit convertible to a mortgage on the River Park’s office which is shortly to begin construction using insurance proceeds.

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

---

**RECOMMENDATION**

Consider the potential opportunities for funding the Lake Hodges Bicycle/Pedestrian Bridge and provide direction to staff.
Respectfully submitted,

Dick Bobertz
Executive Director
TO: JPA Board
FROM: Staff
SUBJECT: Donation of 34-acre Maderas Westridge Property

RECOMMENDATION:

Review materials to be distributed at today’s meeting, and authorize the Executive Director to execute all necessary documents to accept the land donation.

SITUATION:

Summary and Recommendation

The 34-acre Maderas Westridge Property is located in the City of Poway adjacent and contiguous to property owned by the San Dieguito River Park. The property is owned by the Sunroad Corporation. They have indicated that they wish to donate the property to the River Park in order to receive the tax benefits of the donation.

At the time this staff report was written, staff had not received a letter offering the property or a metes and bounds description but it is our understanding this information was to be provided before today’s meeting.

Parties who need coastal sage scrub mitigation for development projects may be interested in purchasing mitigation credits from the River Park once we own the property. That would entail a management and endowment agreement which would be negotiated with such parties and brought to your Board for approval.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachment 1: Parcel Map
TO: JPA Board

FROM: Staff

SUBJECT: Investment Committee Report and Recommendation

---

RECOMMENDATION:

Send attached letter to Del Mar Foundation requesting consideration of lower management fee; and withdraw distributable funds from San Diego Foundation and deposit at Fidelity account.

---

SITUATION:

Summary and Recommendation

The Investment Committee (members present were Dave Roberts, Betty Rexford, Phil Pryde) met on August 27th to review the year end and 2nd and 3rd quarter investment reports. Bill Carter handed out the reports (attached) and briefed the Committee on the format and explained the information he had learned from each of the Foundations.

The Committee discussed two issues:

Del Mar Foundation Fee: Should the JPA attempt to negotiate a lower fee, which would result in a higher return? The Del Mar Foundation charges a higher fee than the San Diego Foundation or Rancho Santa Fe Foundation. The Investment Committee felt that such a fee might have been reasonable in the beginning when the DMF first began managing the JPA’s endowment ($500,000 received from SCE) in 2003, since the JPA was DMF’s first major endowment deposit, but it has now been 5 years and the DMF is established now and should charge fees that are more in line with other foundations. The Committee recommends sending the attached letter to the DMF.

Discussion of Distributable Funds at the San Diego Foundation: Should they be reinvested with principal or withdrawn and deposited with another Fund? There is $31,608.32 available in distributable funds in the San Diego Foundation endowment fund. It was always intended that those funds would continue to be invested so that the endowment grows, but they could be reinvested at the San Diego Foundation or at your Fidelity endowment account. The Committee recommends that your Board authorize staff to withdraw the $31,608.32 and deposit it in the Fidelity account.
Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
2. Draft Letter to the Del Mar Foundation
### San Dieguito River Park Endowment Accounts
#### Year Ended 12/31/2007

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance</th>
<th>Net Contributions/ Transfers</th>
<th>Net Appreciation</th>
<th>Net Grants Distributions</th>
<th>Fees</th>
<th>Ending Balance</th>
<th>Total Return</th>
<th>Performance Benchmark</th>
<th>L-T Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rancho Santa Fe Foundation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDRP Trail Fund</td>
<td>$40,796.47</td>
<td>$0.00</td>
<td>$3,154.05</td>
<td>$0.00</td>
<td></td>
<td>$422.74</td>
<td>$43,527.78</td>
<td>7.70%</td>
<td>6.50%</td>
</tr>
<tr>
<td>Bernardo Mountain Mit. 2</td>
<td>$216,225.54</td>
<td>$0.00</td>
<td>$16,603.95</td>
<td>$8,850.00</td>
<td></td>
<td>$2,198.82</td>
<td>$221,780.67</td>
<td>7.70%</td>
<td>6.50%</td>
</tr>
<tr>
<td>Bernardo Mountain Mit (Conserv.)</td>
<td>$357,246.39</td>
<td>$0.00</td>
<td>$27,905.91</td>
<td>$20,000.00</td>
<td></td>
<td>$3,695.19</td>
<td>$361,457.11</td>
<td>7.70%</td>
<td>6.50%</td>
</tr>
<tr>
<td>Total</td>
<td>$614,268.40</td>
<td>$0.00</td>
<td>$47,663.91</td>
<td>$28,850.00</td>
<td></td>
<td>$6,316.75</td>
<td>$626,765.56</td>
<td>7.70%</td>
<td>6.50%</td>
</tr>
</tbody>
</table>

**Comments and Outlook:**

The RSFF decided to reduce equity exposure to 60% from 62.8% after 3/31/2008, but maintained the higher than long-term allocation to equities in the 1st quarter. The fixed income allocation is currently held in a money market account (interest rates are expected to rise in the next few quarters.

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance</th>
<th>Net Contributions/ Transfers</th>
<th>Net Appreciation</th>
<th>Net Grants Distributions</th>
<th>Fees</th>
<th>Ending Balance</th>
<th>Total Return</th>
<th>Performance Benchmark</th>
<th>L-T Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Del Mar Foundation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lagoon Endowment Fund</td>
<td>$661,409.00</td>
<td>$0.00</td>
<td>$39,398.00</td>
<td>$0.00</td>
<td></td>
<td>$15,064.00</td>
<td>$685,743.00</td>
<td>4.61%</td>
<td>6.43%</td>
</tr>
</tbody>
</table>

**Comments and Outlook:**

This fund has under-performed its benchmark since its inception. The issue seems to be the total annual fees and expenses -- approximately 2.50%. It is recommended that the Finance Committee consider negotiating a reduction in total fees.

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance</th>
<th>Net Contributions/ Transfers</th>
<th>Net Appreciation</th>
<th>Net Grants Distributions</th>
<th>Fees</th>
<th>Ending Balance</th>
<th>Total Return</th>
<th>Performance Benchmark</th>
<th>L-T Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The San Diego Foundation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Endowment, Balanced Pool</td>
<td>$499,243.90</td>
<td>$50,000.00</td>
<td>$37,346.08</td>
<td>$26,743.18</td>
<td></td>
<td>$559,846.80</td>
<td>$559,846.80</td>
<td>7.70%</td>
<td>7.70%</td>
</tr>
<tr>
<td>Distributable</td>
<td>$80,479.59</td>
<td>$20,715.77</td>
<td>$0.00</td>
<td>$98,417.35</td>
<td></td>
<td>$2,778.01</td>
<td>$2,778.01</td>
<td>$559,846.80</td>
<td>6.22%</td>
</tr>
<tr>
<td>Total</td>
<td>$579,723.49</td>
<td>$70,715.77</td>
<td>$37,346.08</td>
<td>$125,160.53</td>
<td></td>
<td>$2,778.01</td>
<td>$559,846.80</td>
<td>7.70%</td>
<td>7.70%</td>
</tr>
</tbody>
</table>

**Comments and Outlook:**

As of 9/30/2007, the investment committee approved increasing the allocations to international equity (from 14% to 24%), to real estate (from 5% to 7%) and to alternative assets (from 15% to 17%). The allocations were decreased to domestic equity (from 40% to 33%) and fixed income (from 26% to 19%).

---

1. Does not include RSF administrative fees (1% annual) but is net of mutual fund expense ratios of .10-.12% annualized. The L-T goal is 60% S&P 500+40% SL Gov/CR.
2. Does not include the DMF annual fees of 1%, but is net of .95% annual fee to SB and approx. .56% in mutual fund/manager expenses. The L-T goal is 80% Russell 3000 + 20% MSCI EASFE.
3. Does not include the annual foundation support fee of .50% but is net of the approximately .50% manager fees. The L-T goal is 60% S&P 500 + 40% SL Gov/CR.
## San Dieguito River Park Endowment Accounts
### Quarter Ended 03/31/2008

<table>
<thead>
<tr>
<th>Rancho Santa Fe Foundation</th>
<th>SDRP Trail Fund</th>
<th>$43,527.78</th>
<th>$0.00</th>
<th>-$2,257.31</th>
<th>$107.59</th>
<th>$41,162.88</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bernardo Mountain Mit. 2</td>
<td>$221,780.67</td>
<td>$0.00</td>
<td>-$11,501.38</td>
<td>$548.22</td>
<td>$209,731.07</td>
</tr>
<tr>
<td></td>
<td>Bernardo Mountain Mit. (Conserv.)</td>
<td>$361,457.11</td>
<td>$0.00</td>
<td>-$18,744.90</td>
<td>$893.47</td>
<td>$341,818.74</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$626,765.56</td>
<td>$0.00</td>
<td>-$32,503.59</td>
<td>$1,549.28</td>
<td>$592,712.69</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Comments and Outlook:</strong></th>
<th>(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The RSFF decided to reduce equity exposure to 60% from 62.8% after 3/31/2008, but maintained the higher than long-term allocation to equities in the 1st quarter. The fixed income allocation is currently held in a money market account (interest rates are expected to rise in the next few quarters).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Del Mar Foundation</th>
<th>Lagoon Endowment Fund</th>
<th>$685,451.12</th>
<th>$0.00</th>
<th>-$53,156.95</th>
<th>$3,366.29</th>
<th>$628,927.88</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Comments and Outlook:</strong></th>
<th>(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>This fund has under-performed its benchmark since its inception. The issue seems to be the total annual fees, expenses and commissions – approximately 2.65%. It is recommended that the Finance Committee consider negotiating a reduction in total fees.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The San Diego Foundation</th>
<th>Endowment, Balanced Pool</th>
<th>$559,846.80</th>
<th>-$6,996.02</th>
<th>-$27,744.23</th>
<th>$525,106.55</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distributable</td>
<td>$0.00</td>
<td>$6,996.02</td>
<td>$0.00</td>
<td>$667.14</td>
<td>$6,328.88</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$559,846.80</td>
<td>$0.00</td>
<td>-$27,744.23</td>
<td>$667.14</td>
<td>$531,435.43</td>
</tr>
<tr>
<td>Non-Endowment, Pool A</td>
<td>$119,470.39</td>
<td>-$106,400.43</td>
<td>$165.37</td>
<td>$12,904.59</td>
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<thead>
<tr>
<th><strong>Comments and Outlook:</strong></th>
<th>(3)</th>
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<tbody>
<tr>
<td>As of 9/30/2007, the investment committee approved increasing the allocations to international equity (from 14% to 24%), to real estate (from 5% to 7%) and to alternative assets (from 15% to 17%). The allocations were decreased to domestic equity (from 40% to 33%) and fixed income (from 26% to 19%).</td>
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| Fidelity ETF Fund | 673-943525 | $0.00 | $100,000.00 | $98.00 | $0.00 | $100,098.00 |

| **Comments and Outlook:** | | |
|----------------------------|---|---|---|---|---|---|
| Funds were held in money market as a strategic decision. | | | | | | |

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(1) Does not include RSF administrative fees (1% annual) but is net of mutual fund expense ratios of .10-.12% annualized. The L-T goal is 60% S&P 500 + 40% SL Gov/CR.
(2) Does not include the DMF annual fees of 1%, but is net of .95% annual fee to SB and approx. .56% in mutual fund/manager expenses. The L-T goal is 80% Russell 3000 + 20% MSCI EASFE.
(3) Does not include the annual foundation support fee of .50% but is net of the approximately .50% manager fees. The L-T goal is 60% S&P 500 + 40% SL Gov/CR.
(4) Total fees are $1748.90 DMF and $1617.39 Smith Barney.
### San Dieguito River Park Endowment Accounts
#### YTD Ended 06/30/2008

<table>
<thead>
<tr>
<th>Fund</th>
<th>Begin Balance</th>
<th>Contributions/Grants/Transfers</th>
<th>Net Appreciation</th>
<th>Fees</th>
<th>End Balance</th>
<th>Total Return</th>
<th>Performance</th>
<th>L-T Goal</th>
</tr>
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<tbody>
<tr>
<td><em>Rancho Santa Fe Foundation</em></td>
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<tr>
<td>SDRP Trail Fund</td>
<td>$43,527.78</td>
<td>$0.00</td>
<td>-$2,550.22</td>
<td>$211.59</td>
<td>$40,765.97</td>
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<td>Bernardo Mountain Mit.</td>
<td>$221,780.67</td>
<td>-$11,089.00</td>
<td>-$12,554.84</td>
<td>$1,078.10</td>
<td>$197,058.73</td>
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<td>Bernardo Mountain Mit. (Conserv.)</td>
<td>$361,457.11</td>
<td>$0.00</td>
<td>-$21,177.24</td>
<td>$1,757.07</td>
<td>$338,522.80</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$626,765.56</strong></td>
<td><strong>-$11,089.00</strong></td>
<td><strong>-$36,282.30</strong></td>
<td><strong>$3,046.70</strong></td>
<td><strong>$576,347.50</strong></td>
<td><strong>-5.80%</strong></td>
<td><strong>-6.10%</strong></td>
<td><strong>-6.50%</strong></td>
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<td><strong>Comments and Outlook:</strong></td>
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<tr>
<td>The RSFF reduced equity exposure to less than 60% from 62.8% after 3/31/2008, but maintained the higher than long-term allocation to equities in the 1st quarter. The fixed income allocation is currently 41.7% held in money market account (interest rates are expected to rise in the next few quarters).</td>
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<td><em>Del Mar Foundation</em></td>
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<tr>
<td>Lagoon Endowment Fund</td>
<td>$685,451.12</td>
<td>$0.00</td>
<td>-$65,889.04</td>
<td>$6,589.08</td>
<td>$612,973.00</td>
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<td><strong>-10.96%</strong></td>
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<td><strong>Comments and Outlook:</strong></td>
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<td>This fund has under-performed its benchmark since its inception. The issue seems to be the total annual fees,expenses and commissions -- approximately 2.65%. It is recommended that the Finance Committee consider negotiating a reduction in total fees.</td>
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<td><em>The San Diego Foundation</em></td>
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<tr>
<td>Endowment, Balanced Pool</td>
<td>$559,846.80</td>
<td>-$13,772.90</td>
<td>-$39,244.39</td>
<td>$1,329.23</td>
<td>$519,273.18</td>
<td><strong>-7.39%</strong></td>
<td><strong>-5.30%</strong></td>
<td><strong>-6.50%</strong></td>
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<tr>
<td>Distributable</td>
<td>$0.00</td>
<td>$13,772.90</td>
<td>$0.00</td>
<td>$1,329.23</td>
<td>$12,443.67</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$559,846.80</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>-$39,244.39</strong></td>
<td><strong>$1,329.23</strong></td>
<td><strong>$519,273.18</strong></td>
<td><strong>-7.39%</strong></td>
<td><strong>-5.30%</strong></td>
<td><strong>-6.50%</strong></td>
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<tr>
<td>Non-Endowment, Pool A</td>
<td>$119,470.3</td>
<td>-$100,000.00</td>
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<td>$305.74</td>
<td>$19,164.65</td>
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<td><strong>Comments and Outlook:</strong></td>
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<td><em>Fidelity ETF Fund</em></td>
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<td>673-943525</td>
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<td>$100,000.00</td>
<td>$548.11</td>
<td>$0.00</td>
<td>$100,548.11</td>
<td><strong>0.55%</strong></td>
<td><strong>-6.50%</strong></td>
<td><strong>-6.50%</strong></td>
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<td><strong>Comments and Outlook:</strong></td>
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<tr>
<td>The initial allocations are 59.8% domestic equity, 14.2% international (Europe and Latin America) and 19.4% and 5.8% commodities. The remainder is in cash.</td>
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</tr>
</tbody>
</table>

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(1) Does not include RSF administrative fees (1% annual) but is net of mutual fund expense ratios of .10-.12% annualized. The L-T goal is 60% S&P 500+40% SL Gov/CR.

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(3) Does not include the annual foundation support fee of .50% but is net of the approximately .50% manager fees. The L-T goal is 60% S&P 500 + 40% SL Gov/CR.

(4) Total fees are $3,341.13 DMF and $3,247.95 Smith Barney.

(5) The weighted average management fee is .25%.
September 19, 2008

Ms. Shelly Moore, Executive Director
P.O. Box 2913
Del Mar, CA 92014

Dear Ms. Moore:

Last year the San Dieguito River Park Joint Powers Authority established an Investment Committee composed of members of the JPA Board. That committee has spent the last year developing an investment policy and reviewing the performance of the three endowment foundations that currently hold endowment accounts for the River Park.

Given the difficult investment climate of the last several years it is understood that most endowment funds will suffer losses until the economy is more positive and the Investment Committee is more focused on the long term performance of our endowment funds. Long term performance, as you know, is a function of investment mix, market conditions and investment fees. Comparing the three funds the River Park invests in it has come to our attention that the Del Mar Foundation’s management and foundation fees are approximately double that of the other two funds. A comparative analysis chart is attached.

It is understandable that the Del Mar Foundation may have needed a high fee structure to initiate the endowment program as a new service of the Foundation to accommodate the River Park in 2004. But now the JPA Board believes the management and foundation fees should be revised to bring them into line with comparable organizations. Obviously we have our eye on the difference in investment results over 40 years with a one percent investment management fee verses a two percent investment management fee.

Please let me know your views on this issue as soon as possible.

Sincerely,

David Roberts
JPA Board Chair

cc: Laura DeMarco
TO: JPA Board  
FROM: Staff  
SUBJECT: Sikes Adobe Historic Farmhouse Update  

RECOMMENDATION:  
Receive Information and Adopt Revised Mission Statement  

SITUATION:  

Having joined the staff of the San Dieguito River Park JPA in December of 2007, much of the initial work conducted in the role of Museum Manager of the Sikes Adobe was to assist in recovery efforts and to determine how best to rebuild not only the structure that was lost, but the role of the Sikes Adobe as a focal point within the trail system centered around Lake Hodges. Once past the emergency stabilization stages which were intended to preserve the original adobe walls, efforts to quantify the loss for insurance purposes began.

The Sikes Adobe continues to be a point of interest to the larger community. The Rotarians of Rancho Bernardo spent a morning on the site in April, working to remove invasive plants, control weed growth, remove burned tops of pepper trees planted along Sunset Drive, and screen historically sensitive soil which had been moved during stabilization efforts. The Sikes Adobe was represented at the first annual Preservation Fair, held in Escondido, also in April. The San Dieguito River Park has continued its participation in the Council Interpreting North County History (CINCH). The Sikes Adobe/San Dieguito River Park participated in the “Rancho Bernardo Alive!” event in June, and partnered with the San Diego Archaeological Center for two events held in May and July.

Archaeological testing began in June of this year, and will continue through the fall. The first testing efforts after the fire resulted in recommendations that necessitate the removal and screening of all sub-floor soil within the original adobe. This will be done with the assistance of students from Palomar College, who will be excavating under the supervision of Dr. Philip de Barros.

Architectural historians of IS Architecture have submitted drawings to the City of San Diego, based on those completed for the restoration; but altered to reflect the lack of most of the previously existing building. Architectural plans were submitted on August 15, 2008. The insurance representatives have informed us that the historic preservation contractor hired to complete the original restoration, Mark Sauer Construction Company, can be hired to conduct the reconstruction through a negotiated contract process. Between the archaeological work and the permitting process, it is hoped that reconstruction may begin later this fall.
Since joining the staff of the San Dieguito River Park JPA, my efforts have been focused on the reconstruction of the Sikes Adobe Historic Farmhouse and Creamery. In the course of so doing, there have been opportunities to conduct research into the nature of the Sikes family’s operations on the site, both through meetings with researchers who were involved in the early stages of the restoration and through archaeological testing. As a small historic house museum, the Sikes Adobe has the potential to present to the public an interpretation of early farming in the San Pasqual Valley. In order to fulfill this potential, it is recommended that the Mission Statement of the Sikes Adobe Historic Farmstead, which your Board adopted in October 2003, be revised, with the best practices of small historic house museums in mind. These changes provide a more specific statement of the San Dieguito River Park JPA’s expectations for the Sikes Adobe as a historic site as well as its capabilities as a museum.

Sikes Adobe Historic Farmstead Mission Statement
The revised Mission Statement, if adopted, will read as follows:

The Sikes Adobe Historic Farmstead is a living history historic site dedicated to preserving and interpreting the history of the Sikes family during the period 1869-1899, as illuminated in their adobe farmhouse and its surroundings. As an authentically restored adobe farmstead, the site will vividly depict this pioneer experience. The farmhouse and grounds will portray the lifestyle of the small community of farmers in early San Diego County as well as demonstrate early agricultural efforts to exploit the resources of the San Dieguito River area Valley. The farmstead will interpret the settling of southern California through the experiences of the Sikes family; through the family’s changing fortunes; and through the family’s relationship to their farm community, their changing fortunes, their relationship to the farming community and to the larger region.

The Sikes Adobe Historic Farmstead will enlighten and entertain visitors and will deepen their understanding of early San Diego and Southern California history. It will serve as an historical, cultural and educational resource for children and adults in the San Diego region as well as visitors to the area.

The mission of the Sikes Adobe Historic Farmstead will be accomplished by the collection of books, documents, artifacts, furnishings and other cultural objects, preserving them and interpreting them to the public by means of a historic farmhouse museum, education programs, lectures, public events and publications. As a significant cultural resource within the boundaries of the San Dieguito River Park, the Sikes Adobe Historic Farmstead will encourage others to deepen their understanding of and appreciation for the role of agriculture in the economic and social development of San Diego County, and the historic use of resources within the San Dieguito River watershed, particularly those within the San Pasqual Valley.

Respectfully submitted,

Anne Cooper, Sikes Adobe Museum Manager
TO: JPA

FROM: Staff

SUBJECT: Rancho Santa Fe Polo Club Grading Violation

RECOMMENDATION:
Direct staff to monitor the Rancho Santa Fe Polo Club grading permit and Site development Permit process.

SITUATION:
A. Summary and Recommendation
On 6-9-2005 the Rancho Santa Fe Polo Club was served with a Civil Penalty Notice for illegal grading along the north bank of the San Dieguito River from El Camino Real to approximately one and one half miles east. That grading destroyed a public trail that had been in use prior to the Polo Club lease. To date, in spite of City attempts to resolve the issue, no action has been taken to correct the violation by the Polo Club and up to $250,000 of penalties directed by the Court have not been enforced. At the JPA Board meeting of July 18, the Board directed that a letter be sent to the Mayor and individual City Council members requesting that the issue be put on a Council agenda within 45 days. (see Communications, this agenda).

On September 9th, a letter was sent to the Rancho Santa Fe Polo Club from the director of the Department of Real Estate Assets directing the Polo Club to submit a new application to obtain a grading permit and site development permit for “restoration/revegetation of the affected pedestrian path and ESL and then restore the area as shown in the approved permits.” The permit application was required to be submitted by November 7, 2008 and the work performed “. . .diligently until restoration is completed.” In the event of noncompliance, the letter advises that the lease agreement will be placed in default and may be terminated.

B. Citizens Advisory Committee Recommendation - This item was reviewed by the CAC on July 11, 2008. The CAC recommended that a strong letter be sent to the City of San Diego Mayor seeking resolution of the issue. (15-1-2)

C. Environmental Review
None required.
ALTERNATIVES:

a. Direct staff to monitor the Polo Club grading plan and Site Development Permit process.

b. Direct staff to provide additional information or take other action.

RECOMMENDATION:
Direct staff to monitor the Rancho Santa Fe Polo Club grading permit and Site development Permit process.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachment 1: 9/9/08 letter from the Director of Real Estate Assets to the Rancho Santa Fe Polo Club
September 9, 2008

Mr: Chris Collins
Rancho Santa Fe Polo Club
P.O. Box 3035
Rancho Santa Fe, CA 92067

RE: Violation of Lease Agreement

Dear Mr. Collins,

On August 28, 2008 a meeting was held between representatives from the Rancho Santa Fe Polo Club and members of City Staff in order to discuss violations related to unauthorized grading at the leasehold site. As you are aware the Polo Club has graded and disked a horse exercise trail along both sides of the leasehold property line without the proper permits, written permission or authority. The grading has impacted an area defined as wetland habitat that is designated as Environmentally Sensitive Lands (ESL). Any grading in this area must first be authorized by the appropriate City and State environmental permits.

As stated in the Rancho Santa Fe Polo Club Lease Agreement, Section 6.04 Improvements/Alterations “the premises may not be altered by the LESSEE without prior written approval by the City.” No written permission was granted for the conversion of a pedestrian walking trail into a horse exercise area. Further, Section 7.02 Compliance with Law of the Agreement states that the “Lessee will at all times in the construction, maintenance, occupancy and operation of the premises, comply with all applicable laws, statutes, ordinances and regulations of the City, County State and Federal Government at LESSEE’s sole cost and expense.”

As you agreed to in the meeting, in order to bring the property into compliance the Rancho Santa Fe Polo Club will obtain a grading permit and Site Development Permit for restoration/revegetation of the affected pedestrian path and ESL and then restore the area as shown in the approved permits. This restoration action may include a design for a relocated horse exercise trail but must comply with all City codes and regulations.

The application for these permits must be submitted to the Development Services Department no later than November 7, 2008. Subsequent processing and restoration activities must be performed diligently until restoration is completed. In the event that the
Rancho Santa Fe Polo Club fails to meet this deadline or does not diligently pursue the restoration of the affected area in accordance with the approved plans, the lease agreement will be placed in default and may be terminated.

If you have any questions I may be contacted at (619) 236-6145.

Sincerely,

James F. Barwick, CCIM,
Director, Real Estate Assets

cc: Beth Murray, Assistant Deputy Chief Operating Officer
Robert A. Vacchi, Deputy Director, Code Compliance
Paul Robinson
Honorable Mayor and City Council
The City of San Diego
City Administration Building
202 “C” Street
San Diego, CA 92101

Honorable Mayor and Members of the City Council:

In the near future the San Dieguito River Park Coast to Crest Trail segment west of the Polo Club will be completed along with the San Dieguito Lagoon Wetland Restoration Project. Long-term concerns about extending the Coast to Crest Trail along the north side of the river adjacent to the Rancho Santa Fe Polo Club leasehold are now coming to a head.

For more than five years the San Dieguito River Park has been attempting to have a public trail restored that existed on the north side of the San Dieguito River prior to the grant of a lease to the Polo Club. Subsequently, the Polo Club destroyed that trail through illegal grading and was issued a civil penalty notice on June 9, 2005. Since then there has been no resolution of the issue or enforcement of legal penalties.

I would like to respectfully request that this issue be agendized for your City Council consideration within 45 days so that timely action can occur to allow the San Dieguito River Park to continue progress on advancing the San Dieguito River Park Coast to Crest Trail through the City of San Diego.

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

Sincerely,

David W. Roberts
Chairman
Chronology of Polo Club / Coast-to-Crest Trail Issue

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

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

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

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

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

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

6-9-2005  Civil Penalty Notice and Order served on Polo Club notifying them of violation of San Diego Municipal Code by “…illegally grading a horse exercise trail adjacent to protected wetlands and outside of the leasehold property line for the Polo Fields.”
Mayor Jerry Sanders  
City of San Diego  
202 C Street  
San Diego, CA 92101

Council President Scott Peters, District 1  
City of San Diego  
202 C Street  
San Diego, CA 92101

Subject: Utility Lines along Via de la Valle

Dear Honorable Mayor and Councilman Peters:

The San Dieguito River Park JPA has again been made aware of the abundance of utility poles along Via de la Valle, marring the scenic view of the San Dieguito River Valley. New utility poles have recently been added to an already unsightly mess along this ½ mile stretch of roadway that provides public views into the valley and lagoon.

The JPA is urging the City of San Diego to work with Sempra Energy and area stakeholders to remedy the proliferation of utility lines now dominating this previously scenic stretch of roadway. We suggest that a working group be established consisting of the City, relevant utility companies including Sempra Energy (SDG&E), and appropriate stakeholders to outline a solution and funding mechanisms.

As you may be aware, part of the restoration of the San Dieguito Lagoon included relocation of SDG&E utility lines out of the lagoon east of I-5. SDG&E recently relocated these lines to ten new power poles placed just south of Via de la Valle between San Andres Drive and Horse Park. The JPA has taken previous positions that utility lines along Via de la Valle should be undergrounded because they are an eyesore to a scenic river valley undergoing a major restoration. Unfortunately, the recent utility relocation has further heightened this problem. In addition to the ten new poles, the 33 existing utility poles remain along the south side of Via de la Valle for a total of 44 utility poles – all located in the public viewshed of a lagoon that is undergoing an $86 million restoration! According to SDG&E, the ten new poles were designed to accommodate more lines including those that currently exist along Via de la Valle.

July 29, 2008
Although the JPA continues to strongly urge the undergrounding of all these utility lines and asks that this important area be reexamined for priority underground funding, we support the Carmel Valley Community Planning Board’s position (letter dated July 8, 2008) to consolidate the existing lines along Via de la Valle to the ten new SDG&E poles and remove the 33 old poles from the public street. This should be done before the completion of the restoration project sometime in 2009. SDG&E representatives have told the JPA that they can allocate funds to relocate their lines to the new poles. However, these funds can only be spent if such a consolidation is required by the governing public agency. We urge the City to require this consolidation due to the strong level of public support to consolidate these lines and the large amount of public and private funds spent thus far to protect and restore the river valley in this area. Although an interim solution, this consolidation would go a long way toward improving the current situation along this otherwise scenic corridor.

The JPA is available to take the lead in forming a working group to resolve this issue with the City’s support. Thank you.

Sincerely,

[Signature]

David W. Roberts
JPA Board Chair

Cc: J.C. Thomas III, SDG&E
     Frisco White, Carmel Valley Community Planning Board
     Jan Fuchs, Regional Issues Committee CVCPB
     Paul Marks, San Dieguito Planning Group
     Hany Elwany, Coastal Environments
     Rebecca Bartling, 22nd DAA
August 4, 2008

Mr. Mike Genest

State Race Track Leasing Commission

Department of General Services

707 Third Street, 8th Floor Board Room

West Sacramento, CA 95605

Dear Mr. Genest:

The San Dieguito River Valley Regional Open Space Park Joint Powers Authority, also known as the San Dieguito River Park, is the governmental agency responsible for creating a natural open space park in the San Dieguito River Valley. The Park will someday extend from the ocean at Del Mar to Volcan Mountain, just north of Julian. The San Dieguito River Park Joint Powers Authority (JPA) was formed as a separate government agency on June 12, 1989, by the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach. It was empowered to acquire, plan, design, improve, operate and maintain the San Dieguito River Park. I have the pleasure of serving as both Mayor of the City of Solana Beach and as Chair of the JPA Board of Directors.

I am writing today to request your consideration for adding community impact funding to the proposed new 20-year lease RFP for horse racing at the Del Mar Race Track that the State Race Track Leasing Commission will consider in September.

By way of background, state legislation was enacted in 1989 that, in a minimal way, recognized the need to mitigate impacts of Fairground operations on surrounding communities. That
legislation directed that 20% of .33 of 1% from the total pari-mutual wagers be allocated to the San Dieguito River Park Joint Powers Authority (JPA). The other 80% was allocated to the cities of Del Mar and Solana Beach. In 1990 when funding to the JPA began it was $97,000 annually. Unfortunately, since then, it has dwindled to less than $50,000. At best, the small portion of the off-track betting handle was never adequate to mitigate impacts of pari-mutual betting, much less the impacts of regular on-site racing activity at the Fairgrounds. Twenty years of traffic, lighting, parking, air quality, runoff and intensity of use contiguous to a fragile natural lagoon takes a toll. Additionally, the adjacent cities of Del Mar and Solana Beach have had long-term requirements to provide police, fire, and emergency services for the racing season at the State Fairgrounds.

The Del Mar Thoroughbred Club’s 20-year operating agreement for on-site racing did not consider community impacts when it was adopted almost twenty years ago. Consideration of a new lease agreement provides an opportunity to ensure that consultation with adjacent government agencies occurs to identify community impacts that should be mitigated. I hope you will agree that local government agencies, such as the San Dieguito River Valley Park, adjacent to State enterprises should be fairly compensated for impacts.

Please let me know if I can provide additional information either before or at your September 22nd meeting.

Sincerely,

David W. Roberts

Chair

cc: State Race Track Leasing Commission members
    David Ott, Solana Beach City Manager
    Karen Brust, Del Mar City Manager