SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY

9:30 a.m. – 12:00 p.m.
Friday, December 9, 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 September 16, 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. Award Contract for Mesa Loop Trail Construction (page 3)

2. Approve Citizens Advisory Committee Election of Chair and Vice-Chair (pg 6)

3. Appointment of Nominating Committee (page 7)

4. Ad Hoc Committee Report and Recommendations (page 9)

ACTION

5. Polo Club Lease/Request for Proposals (page 44)

6. El Camino Real Bridge (page 60)

7. Reach the Beach Alternatives Study Presentation (page 89)
INFORMATION

8. 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

9. Status Reports (Oral)
   a. Interpretive Ranger Report (Presentation)
   b. River Park Projects
   c. Proposed Trail Parking/Staging Area in Del Mar

10. 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.

11. Communications

12. 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 FEBRUARY 17, 2012.

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.
TO: JPA Board
FROM: Staff
SUBJECT: Approval of Contract Award to Trinity Grading, Inc. for construction of the entrance and parking area for the Mesa Loop Trail

RECOMMENDATION:

Award contract to Trinity Grading, Inc.

The JPA is constructing the Mesa Loop Trail located off of El Camino Real on the mesas above the restored San Dieguito Lagoon wetlands. The trail is included in the Park Master Plan for the Coastal Area and the Final EIR/S for the San Dieguito Wetland Restoration Project. The JPA was awarded grants from the California Coastal Conservancy and Sempra Energy Foundation (via the San Dieguito River Valley Conservancy) for permitting and construction of the trail, which consists of a 1.7-mile long pedestrian only loop trail along the edge of three of the SCE disposal sites overlooking the wetlands (Attachment 1). The trail also includes a parking area and a new entrance off of El Camino Real. The JPA rangers are constructing the trail itself but the entrance and parking area will be constructed by an outside contractor.

JPA staff issued an invitation to bid to five qualified contractors on September 30, 2011 to construct the entrance and parking area and received bids from two of them: Trinity Grading ($39,768.42) and Bellfree Contractors ($43,598.50).

JPA staff is recommending that your Board award the contract to Trinity Grading as the lowest responsible bidder for the bid amount of $39,768.42 plus the cost of the performance and labor/material bonds required by the State grant, approximately $994 additional, for a total of approximately $40,762. Staff also recommends that in the event that a contract is not successfully executed with the lowest responsible bidder, that your Board authorize staff to award the bid to the second lowest responsible bidder, Bellfree Contractors.

CAC RECOMMENDATION:

The CAC did not take an action on this particular item, but has been provided with regular status reports on the trail project.

FINANCIAL IMPACT:

None. The project is funded by grants from the California Coastal Conservancy and Sempra Energy Foundation.
ALTERNATIVES:

1. Approve award of contract.
2. Do not approve award and give staff other direction.

Respectfully Submitted,

Shawna C. Anderson, AICP
Principal Environmental Planner

Attachment 1: Mesa Loop Trail map
Agenda Item #2  
December 9, 2011

TO: JPA Board

FROM: Staff

SUBJECT: Citizens Advisory Committee Officers (Chair and Vice-Chair)

RECOMMENDATION:

Approve CAC Chair and Vice-Chair as recommended by CAC

DISCUSSION:

The guidelines pertaining to CAC officers are included in the JPA Agreement and the CAC By-Laws. These documents say that the CAC is to recommend a Vice-Chair to the JPA Board annually. Additionally, the CAC Chair position is to be confirmed by the Board, after recommendation by the CAC. The CAC By-Laws were amended in 2003 to establish the term of the Chairmanship at two years, renewable by appointment for a total of 3 terms. Tom Golich has served one two-year term as Chair, and Dr. Phil Pryde has served one two-year term as Vice-Chair.

At the CAC’s December 2nd meeting, the CAC Nominating Committee presented its nominations for Chair and Vice-Chair for the coming term. The Nominating Committee recommended Tom Golich for a second term as Chair, and Rand Newman, the CAC representative from the San Dieguito River Valley Conservancy, as Vice-Chair. The CAC voted unanimously in favor of the Nominating Committee’s recommendation, and is seeking your Board’s concurrence on these selections.

Respectfully submitted,

Susan A. Carter  
Deputy Director
TO: JPA

FROM: Staff

SUBJECT: Nominating Committee for next year’s Chair and Vice-Chair & Committees

RECOMMENDATION:

Appoint Nominating Committee for next year’s Chair and Vice-Chair & Committees

SITUATION:

A. Summary and Recommendation

In accordance with JPA Board Rule #1, Election of JPA Board Officers, a nominating committee is to be appointed by the Chair each calendar year. The nominating committee is to present to the Board of Directors for their consideration at their next meeting, a proposed slate which includes nominations for the two officers (Chair and Vice-Chair) and membership on the Board’s Ad Hoc Committees. It is customary for the Chair to announce the appointment of a committee of three JPA Board members to serve on the Nominating Committee. The Committee would confer before your next meeting to prepare a slate of officers and committee members for the Board’s review and approval. New officers will assume office at your first meeting in 2012.

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

C. Issues – No issues have been identified.

ALTERNATE ACTIONS

1. Approve the Nominating Committee selected by the Chair.
2. Do not approve the Nominating Committee selected by the Chair and elect other members instead.

Respectfully submitted,

Dick Bobertz
Executive Director

Attachments:
1) JPA Board Rule #1, Election of JPA Board Officers
PURPOSE

The San Dieguito River Park Joint Powers Authority (JPA) was formed to create, preserve and enhance the San Dieguito River Valley Regional Open Space Park (Park). The Joint Powers Agreement provides for the Board to select its officers from among the members. The purpose of this policy is to provide direction on the selection of officers.

POLICY

The success of the JPA in fulfilling its functions as authorized by its member agencies and in carrying out its programs to serve the people of San Diego County is in the hands of its Boardmembers and most importantly its officers. Therefore, it is the policy of this Board to select officers who are enthusiastically supportive, willing and able to promote the San Dieguito River Park and its goals and objectives, and to implement the will of the Board.

OFFICERS/TERMS

The Joint Powers Authority officers shall consist of a Chair and a Vice-Chair who will serve one year terms. In January of each year, customarily the Vice-Chair from the previous year will assume the Chair’s office. At any time during the year should the Chair resign or be unable to serve in the function of Chair, the Vice-Chair will assume the Chairmanship. An effort shall be made to rotate the Chair and Vice-Chair positions among the various jurisdictions.

NOMINATING COMMITTEE

A nominating committee will be appointed by the Chair in October of each calendar year. The nominating committee shall present to the Board of Directors for their consideration at the next JPA meeting a proposed slate which includes nominations for the two officers and membership on the Land Use Committee, Acquisition and Financing Strategies Committee and the Budget/Administration/Policy Committee. These committees will meet as needed to accomplish the business of the JPA. The Board may accept the recommendations of the nominating committee or amend them by a majority vote.

REMOVAL FROM OFFICE

An officer of the San Dieguito River Park JPA may be removed by a majority vote of the Board of Directors.
TO: JPA
FROM: Staff
SUBJECT: Ad Hoc Committee Report

RECOMMENDATION:

Approve Ad Hoc Committee recommendations to preliminarily approve the revised JPA agreement and request that each representative take the agreement to their respective legal counsels for input, to be returned subsequently to the JPA for final approval; and to approve Option C to update the Member Agency Contribution Formula.

SITUATION:

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. The Ad Hoc Committee membership has been revised; Chair Sherri Lightner and Board members Slater-Price, Heebner, and Diaz now make up the committee.

On July 1st, the Ad Hoc committee 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. Notable changes include:

- An annual financial contribution, based on the member agency contribution formula, is included in the revised agreement, with the proviso that if a member agency “elects to not pay its share of the Annual Contribution, the voting rights of such Public Agency shall be suspended until such time as all unpaid Agency Contributions have been made by such Public Agency.”
- There is no longer a termination date; the JPA will continue as an independent agency under this agreement as long as any two member agencies agree to continue as members.
- There is a clause that describes a process for distribution of assets and obligations should the JPA cease to exist.

The Ad Hoc committee received the revised agreement at its September 18 meeting and determined to forward it to the full Board for preliminary approval. See Attachment 1, strikeout/underline version and Attachment 2, clean version. The Ad Hoc Committee recommends that the Board members submit the revised agreement to your respective
counsels for review and comment and return the agreement to the JPA Board for final action before it is forwarded to the various governing bodies for approval.

Staff also provided the Ad Hoc committee with various options as to how the member agency contribution formula could be revised. The two most viable options were to either 1) use the existing formula, but update and normalize it to use current population and acreage numbers; or 2) use the existing formula, but change the existing percentage breakdown for agency acreages within the Park planning area boundaries. The Ad Hoc committee reviewed the options at its September 18 meeting, and it is the Committee’s recommendation that Option C should be approved. If Option C is approved by your Board, those percentages will be inserted into the revised JPA agreement in Section 15b. See Attachment 3 for more details about the two options.

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**Alternative Organization Option**

At the September 18 meeting, the Committee also discussed that it would be timely to consider whether an alternative organizational structure to the JPA is viable. They were specifically interested in determining whether becoming a State agency like the San Diego River Conservancy could be a viable alternative structure for the San Dieguito River Park. Toward that end they requested staff to meet with the Executive Director of the San Diego River Conservancy to get a better understanding of the advantages and disadvantages of that structure. Senator Kehoe had sponsored the legislation that originally established the San Diego River Conservancy, and if desired, she could be requested to carry similar legislation for the JPA before her term ends next year. The following information was developed through a meeting with the Executive Director of the San Diego River Conservancy and review of California Natural Resources Agency information.

- The San Diego River Conservancy (SDRC) employs two full time employees and contracts with a variety of consultants. Their budget of approximately $300,000/year is funded from proceeds of the State Environmental License Plate Program. (Attachment 4)

- The SDRC competes for grant funds for projects in cooperation with cities and organizations within the San Diego River corridor. Successfully funded projects
are turned over to those cities or organizations to construct and manage. The Conservancy does not employ rangers and does not own title to any land.

- The Conservancy Board is composed of local and State representatives:

  The Mayor of San Diego and two City Council members, and a County Supervisor

  Three state agency representatives; one each from the State Resources Agency, State Finance Department and State Park and Recreation Department

  Five Public at Large; three appointed by the Governor, one appointed by the Speaker of the Assembly, and one appointed by the State Senate Rules Committee (Attachment 5)

- Recent history includes controversy over the advisability of continuing some of the existing State Conservancies or establishing future Conservancies (2007). The position of the current Governor on this issue is unknown. The Executive Director of the San Diego Conservancy was advised that the Environmental License Plate program was currently oversubscribed and no increases of current funding could be considered. (Attachment 6)

CAC RECOMMENDATION:

The CAC did not consider this item.

ALTERNATIVES

1. Approve the Ad Hoc Committee recommendation.
2. Approve a different contribution formula.
3. Make changes to the proposed, revised JPA agreement.
4. Give staff other direction.

RECOMMENDATION:

Approve Ad Hoc Committee recommendations to preliminarily approve the revised JPA agreement and request that each representative take the agreement to their respective legal counsels for input, to be returned subsequently to the JPA for final approval; and to approve Option C to update the Member Agency Contribution Formula.
Respectfully Submitted,

Dick Bobertz,
Executive Director
AMENDED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITIES OF DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, AND SOLANA BEACH CREATING THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY

This Amended Joint Exercise of Powers Agreement ("Agreement") amends and replaces, in its entirety, the Joint Exercise of Powers Agreement made by and between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations, which shall individually or collectively be referred to as “Public Agencies” dated June 12, 1989 ("Original Agreement"). This Agreement is effective as of the date specified in Section 2 below (the "Effective Date"). The term “Original Agreement” includes all amendments to the Original Agreement entered into prior to the Effective Date.

RECITALS

A. Public Agencies are each empowered, pursuant to California Government Code Section 6500, et seq., to exercise their common powers jointly by agreement, including the powers to acquire and hold property, to undertake overall planning for and to plan and design public facilities and appurtenances for park purposes, and to develop, operate and maintain parks.

B. In 1989, Public Agencies exercised their common powers and adopted the Original Agreement, which created the San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("Authority") as an independent agency. Public Agencies agree that it is their goal to facilitate the creation, enhancement, preservation and management of the San Dieguito River Valley Regional Open Space Park (hereinafter referred to as "San Dieguito River Park" or "Park") for the benefit of the public. The Park consists of preserved open space properties, public trails, historic structures and other public recreational facilities and amenities within the boundaries of the Focused Planning Area described in Exhibit A attached hereto and incorporated herein by reference.

C. The initial term of the Original Agreement was for twenty-five years with an option to extend. When the Original Agreement was approved, Public Agencies anticipated continuation of Authority beyond its initial term if Authority successfully carried out the purposes for which it was formed.

D. Authority has successfully carried out its duties as an independent agency since the Effective Date of the Original Agreement and has facilitated the substantial expansion and improvement of the San Dieguito River Park through, among other things: adoption of a River Park Concept Plan; attainment of grant funding for the purchase and preservation of over 2,976 acres of open space lands; formation of cooperative agreements with public agencies and private parties to plan, fund and implement restoration of natural habitats, such as the San Dieguito Wetlands Restoration Project; restoration of historic structures, such as the Sikes Adobe; and, development of public trails, including completion of over thirty-four miles of the Coast-to-
Crest Trail that is planned to extend from the beach in Del Mar to the eastern slope of Volcan Mountain 55 miles to the east. Public Agencies agree that a local agency shall be created to provide a coordinated program for the acquisition, planning, design, plan implementation, operation and maintenance of the Park and such other activities related thereto as determined by this Joint Powers Authority to be appropriate.

E. Public Agencies now desire to amend the Original Agreement to extend its term, incorporate changes done by previous amendments, and incorporate additional changes deemed appropriate at this time into one consolidated agreement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Public Agencies as herein expressed, the Public Agencies agree as follows:

1. PURPOSE. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), relating to the joint exercise of powers common to public agencies. Public Agencies each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise those powers jointly to acquire, plan, design, improve, manage, operate, and maintain natural open space and recreational facilities within the San Dieguito River Valley Regional Open Space Park and to work cooperatively with other entities and individuals to preserve and enhance natural open space and recreational facilities within the Park, which is described in the SANDAG Focused Planning Area map, Attachment A hereto, as amended in accordance with the terms of this agreement, which is hereby incorporated by reference as if fully set forth herein. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth. The goals of the Public Agencies are to exercise such powers in order to:

   (a) Preserve land within the focused planning area of the San Dieguito River Valley as a regional open space greenbelt and park system that protects the natural waterways and the natural and cultural resources and sensitive lands, and provides compatible recreational opportunities that do not damage sensitive lands.

   (b) Provide a continuous and coordinated system of preserved lands with a connecting corridor of walking, equestrian, and bicycle trails, encompassing the San Dieguito River Valley from the ocean to the river’s source.

2. TERM. This Agreement shall become effective immediately upon approval by the last of the Public Agencies, and shall continue in full force and effect so long as any two Public Agencies agree to continue as members, unless all Public Agencies agree in writing to an earlier termination date, or for twenty-five years, whichever occurs first. At the end of the twenty-five year terms, Public Agencies may act to continue this agreement in full force and effect for an additional fifty years. Public Agencies shall provide at least ninety days notice of their intent to withdraw from the Joint Powers Authority.
3. CONTINUATION AS AN INDEPENDENT AGENCY AND CONFIRMATION OF EXISTING OBLIGATIONS. Pursuant to Section 6507 of the California Government Code, there is hereby created a public entity known as the “San Dieguito River Valley Regional Open Space Park Joint Powers Authority” herein called “Authority” and said Authority shall continue as a public be an entity separate and apart from the Public Agencies. All lawful and existing agreements of Authority are confirmed and shall continue in full force and effect.

4. BOUNDARIES. The boundaries of the territory within which Authority shall exercise its powers shall be its Focused Planning Area those described in Exhibit Attachment. The boundaries may be amended by Authority subject to concurrence by the Public Agencies within whose jurisdiction the proposed boundary change lies. Authority’s actions may extend beyond the Focused Planning Area, provided such actions are related to the Focused Planning Area and the purposes of Authority.

5. BOARD. Authority shall be governed by a board to be known as the “San Dieguito River Valley Regional Open Space Park Board (hereinafter called the “Board”). Each member shall serve in individual capacity as a member of the Board. The membership of the Board shall be as follows:

   (a) Two (2) elected members of the governing bodies of the County of San Diego and the City of San Diego, appointed by their respective governmental bodies.

   (b) One (1) elected member of the City Councils of the cities of Del Mar, Escondido, Poway and Solana Beach, appointed by their respective city councils.

   (c) The Chairperson of the San Dieguito Citizens Advisory Committee.

   (d) The Board may appoint ex officio, non-voting, advisory representatives to sit with the Board in open session.

The elected members shall serve at the pleasure of their appointing authority. Each member shall have an alternate which may act in his or her absence, except that ex officio Board members shall not have alternates. Alternates shall be chosen in the same manner as regular members except that the alternate to the Chairperson of the San Dieguito Citizens Advisory Committee shall be the Vice Chairperson of that Committee. Any vacancy shall be filled in the same manner as described herein for appointment.

The Board shall select its own Chairperson and Vice Chairperson from among the members.

6. MEETINGS OF THE BOARD.

   (a) Regular Meetings. The Board shall conduct regular meetings at least annually and such other times as the Board shall direct or the bylaws specify.
(b) **Ralph M. Brown Act.** All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

(c) **Quorum.** A majority of Board members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of at least a majority of the members available in the quorum shall be required for any act of the Board other than adjournment.

7. **RULES OF THE BOARD.** The Board may adopt, from time to time, bylaws, rules, and regulations as may be required for the conduct of its meetings and the orderly operation of Authority. Copies and amendments thereto such bylaws, rules, and regulations shall be filed with the Public Agencies.

8. **STANDING COMMITTEE.** The Board shall appoint a standing committee to be known as the San Dieguito Citizens Advisory Committee (the “Committee”) which shall be advisory to the Board. The Committee shall have a Chairperson selected by the Board and a Vice Chairperson selected by the Committee subject to the concurrence of the Board.

9. **OFFICERS AND EMPLOYEES OF AGENCY.**

(a) **Staff.** Authority may hire such employees as it may determine necessary. The Public Agencies and the San Diego Association of Governments will staff Authority, until such time as Authority acts to hire or appoint permanent staff.

(b) **Executive Director.** The Board may appoint an Executive Director for Authority, who shall have such duties as prescribed by the Board.

(c) **Treasurer.** The Treasurer of the Authority shall be the duly appointed and active Treasurer of the County of San Diego serving ex-officio as Treasurer of Authority. The Treasurer shall receive, have the custody of and disburse funds upon the warrant or check-warrant of the Auditor of Authority pursuant to the accounting procedures set forth in Section 15 hereof, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. The Treasurer may invest Authority funds in accordance with general law. All interest collected on Authority funds shall be accounted for and posted to the account of such funds.

(d) **Auditor.** The Auditor of the Authority shall be the duly appointed and acting Auditor of the County of San Diego serving ex-officio as Auditor of Authority. The Auditor shall draw warrants or check-warrants against the funds of Authority in the Treasury when the demands are approved by the Board, or such other persons as may be specifically designated for that purpose. Any fees paid to Auditor for performance of the Auditor’s said services shall not be greater than those normally paid by other entities receiving similar services.
(e) Experts and Other Consultants. Authority may hire such other officers, employees, consultants, advisors, and independent contractors as it may determine necessary (“Contractors”).

(ef) Investment Accounts. The Board has and may continue to authorize its Executive Director to act as Treasurer for specified investment accounts that are held and managed by entities other than the County of San Diego. The Executive Director shall comply with the provisions of Government Code Section 6505.6, including ensuring that any investment accounts are included in annual audits conducted by a certified public accountant.

(fg) Authority shall cause such of its officers and employees to be bonded as required by Auditor.

10. POWERS OF AUTHORITY. Authority shall have the powers:

(a) To acquire, hold and dispose of property by any legal method for Park purposes, to undertake overall planning for and to plan and design the Park, and to take any and all actions necessary to accomplish these purposes. Decisions by Authority to acquire or dispose of real property shall be subject to prior approval of the Public Agencies wherein the property to be acquired or disposed of lies. Prior to acquisition or disposal of real property within the Park by Public Agencies, they shall refer the proposed transaction to Authority for review and recommendation. However, failure of a Public Agency to so refer a transaction shall not affect its validity.

(b) To establish guidelines for and advise Public Agencies on appropriate land uses within the Park.

(c) To review and comment on development proposals submitted to Public Agencies which are within the Park or may have an impact on the Park.

(d) To improve, manage, operate and maintain the Park.

(e) To make and enter into contracts and agreements to carry out its activities.

(f) To employ agents and employees.

(g) To sue and be sued in its own name.

(h) To make applications for and receive grants.

(i) To obtain and invest the proceeds from gifts, donations, bequests and devises.
Pursuant to California Government Code Section 6509, the powers of Authority shall be subject to those legal restrictions which the County of San Diego has upon the manner of exercising said power.

11. OPERATION AND MAINTENANCE. Authority shall operate, manage and maintain all Park properties and facilities it owns, leases or is contractually obligated to operate, maintain and/or manage, such as conservation easement and public trail areas. In addition, Authority may assist with maintenance and management of additional Park properties and facilities pursuant to terms and conditions it deems appropriate. For an initial period, as determined by Authority, Authority shall contract with the County of San Diego through its Department of Parks and Recreation to operate and maintain the Park. Authority shall audit and evaluate County’s performance after said initial period and as necessary to determine whether the County should continue to perform this function.

12. CONDITIONAL POWERS. Subject to unanimous agreement of Public Agencies, Authority shall have the power to issue bonds and levy assessments under any assessment district act or impact fee provisions authorized by State law.

13. BUDGET. Authority shall prepare and adopt an annual budget prior to the beginning of each fiscal year. The “fiscal year” for Authority shall be coterminous with that of the County of San Diego.

14. FUNDING.

Funding for Authority may come from any lawful source approved by the Board, provided that Authority shall not solicit or accept funding that has conditions or requirements that are inconsistent with the purposes of Authority. Funding sources include, but are not limited to:

(a) Authority shall fund its activities by and is authorized to expend Satellite Wagering Funds which are available to Authority to carry out its activities.

(b) Authority is empowered to make applications for and receive grants from governmental or private sources for its activities.

(c) Contributions by Public Agencies. Public Agencies may, but shall not be required to contribute money, office space, furnishings, equipment, supplies, or services as may be necessary.

(d) Authority may receive Gifts, donations, bequests and devises of all kinds and descriptions, and perform any and all legal acts in regard thereto as may be necessary or advisable to advance the objects and purposes of the Authority and to apply the principal and interest of such gifts, donations, bequests and devises as may be directed by the donor, or as the Board of the Authority may determine in the absence of such direction.
15. ANNUAL CONTRIBUTION OF FUNDS BY PUBLIC AGENCIES.

(a) The Board shall establish a funding contribution amount for each fiscal year ("Annual Contribution"). The Annual Contribution shall be based upon the Board’s determination of funding required for the fiscal year after taking into account other available resources such as income from endowment funds, user fees or other income. The Annual Contribution may also include additional sums to be added to one or more endowments established by Authority for the purpose of generating income to pay for the long term operation of the San Dieguito River Park.

(b) Each of the Public Agencies shall then contribute the following percentage of the total Annual Contribution ("Agency Contribution"): County of San Diego %; City of San Diego %; City of Del Mar %; City of Escondido %; City of Poway %; City of Solana Beach %. Agency Contributions are based upon the total population of each Public Agency and the amount of acreage each has within the Focused Planning Area. Every ten years, after new CENSUS information is made available, Agency Contribution amounts shall be reviewed, and if appropriate, be adjusted by the Board to reflect any changes in population or acreage within the Focused Planning Area, subject to approval of at least six Board Members.

(c) If any such Public Agency elects to not pay its share of the Annual Contribution, the voting rights of such Public Agency shall be suspended until such time as all unpaid Agency Contributions have been made by such Public Agency. Such Public Agency may continue to sit on the Board but in an ex-officio, non-voting capacity.

16. FUNDS DEPOSITED IN COUNTY TREASURY. Except for investment accounts authorized by the Board, the Treasury of the County of San Diego shall be the depository of the funds of Authority and the Treasurer shall receive and have custody of Authority funds.

17. RECORDS AND ACCOUNTS – CHARGE FOR SERVICES.

(a) Authority shall be strictly accountable for all Authority funds.

(b) Authority shall cause to be kept proper books of records and accounts in which a complete and detailed entry shall be made of all its transactions, including all receipts and disbursements. Authority shall establish and maintain accounting systems shall be established and maintained in a manner consistent with State laws and with rules and regulations of the State Controller as required by the Auditor. Such aid books shall be subject to inspection at any reasonable time by the duly authorized representatives of Public Agencies.

(c) Authority shall cause a single annual audit of its the accounts and records of Authority to be performed as provided in Sections 6505, 6505.1 and 6505.5 of the California
Government Code. Within eight (8) months after the close of each fiscal year, a financial statement for such fiscal year shall be provided to the Public Agencies.

(d) The County of San Diego shall determine the charges, if any, to be made against Authority for the services of the Treasurer, the Auditor and other County officers and employees rendered pursuant to this Agreement.

187. LIABILITY OF PARTIES. Pursuant to the authority of Section 6508.1 of the California Government Code, the debts, liabilities, and obligations, of Authority shall be solely the debts, liabilities and obligations of Authority and not the Public Agencies.

198. DISPOSITION OF ASSETS. At the termination of this Agreement, accrued and existing liabilities shall be paid to the extent funds for such purposes are available. Restricted funds, such as funds in endowments that are for specific purposes, shall only be used for the authorized purpose and not for any other general debt or liability. After payment of existing debts and liabilities with available funds has been completed, the remaining liabilities and assets of Authority shall be divided among Public Agencies, past and present, as agreed, or if no agreement is reached, divided all property of Authority, both real and personal, including all funds on hand, after payment of all liabilities, costs, expenses, and charges validly incurred under this agreement, shall be returned to the respective Public Agencies as nearly as possible in proportion to the contributions, if any, made by each during the term of the Original Agreement and this Agreement.

2019. NOTICES. Notices hereunder shall be sufficient if delivered to:

COUNTY OF SAN DIEGO (Address)
Attn: ____________________
1600 Pacific Highway
San Diego, California 92101

CITY OF DEL MAR (Address)
Attn: ____________________
1050 Camino del Mar
Del Mar, California 92014

CITY OF ESCONDIDO (Address)
Attn: ____________________
201 North Broadway
Escondido, California 92025

CITY OF POWAY (Address)
Attn: ____________________
13325 Civic Center Drive
Poway, California 92064

CITY OF SAN DIEGO (Address)
210. MISCELLANEOUS. The paragraph headings herein this Agreement are for convenience only and are not to be construed as modifying or governing the language in the paragraph referred to. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

221. OPERATING MEMORANDA. To preserve a reasonable degree of flexibility, many parts of this agreement Agreement are stated in general terms. It is understood that there will be operating memoranda executed and amended from time to time which may further define the rights and obligations of the parties hereto.

222. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors to the Public Agencies.

23. PARTIAL INVALIDITY. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

24. FILING OF NOTICE OF AGREEMENT. Within 30 days after this Agreement becomes effective pursuant to paragraph 2 above, the SANDAG Executive Director shall file with the Secretary of State the Notice of Agreement required by Government Code Section 6503.5.

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior communications, representations, statements, understandings, and agreements. This Agreement may not be amended, nor may any portion of it be waived, unless such amendment or waiver is in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, is executed by the City of Escondido, the City of Poway, and the City of San Diego, acting by and through their City Managers, pursuant to Resolutions No. 89-193, No. 89-072, and No. 273718 respectively, by the City of Del Mar and City of Solana Beach acting by and through their City Managers, pursuant to Minute action of April 10, 1989, Item 9N-1 c (confirmed by Resolution No. 89-49) and Minute action of May 1, 1989, Item 7, respectively, and by the County of San Diego.
Diego, acting by and through the County Board of Supervisors, pursuant to Minute Order No. 56, authorizing such execution.

Dated this 12th day of June, 1989

CITY OF SAN DIEGO

Approved as to form and legality this

15th day of August, 1989

JOHN W. WITT, City Attorney

By: ____________________________  Dated ____________________________

City ManagerMayor—  Deputy City Attorney

CITY OF SOLANA BEACH

By: ____________________________  Dated ____________________________

City Manager

CITY OF DEL MAR

By: ____________________________  Dated ____________________________

City Manager

CITY OF POWAY

By: ____________________________  Dated ____________________________

City Manager

CITY OF ESCONDIDO

By: ____________________________  Dated ____________________________

City Manager

COUNTY OF SAN DIEGO

Approved and/or authorized by the Board of

Supervisors of the County of San Diego

10

22
5-1-89

By: _____________________________ Dated

____________________________

_____ Clerk of the Board of Supervisors
AMENDED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN DIEGO AND THE CITIES OF DEL MAR, ESCONDIDO, POWAY,
SAN DIEGO, AND SOLANA BEACH CREATING THE SAN DIEGUITO RIVER
VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY

This Amended Joint Exercise of Powers Agreement (“Agreement”) amends and replaces, in its entirety, the Joint Exercise of Powers Agreement between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations, which shall individually or collectively be referred to as “Public Agencies” dated June 12, 1989 (“Original Agreement”). This Agreement is effective as of the date specified in Section 2 below (the “Effective Date”). The term “Original Agreement” includes all amendments to the Original Agreement entered into prior to the Effective Date.

RECITALS

A. Public Agencies are each empowered, pursuant to California Government Code Section 6500, et seq., to exercise their common powers jointly by agreement, including the powers to acquire and hold property, to undertake overall planning for and to plan and design public facilities and appurtenances for park purposes, and to develop, operate and maintain parks.

B. In 1989, Public Agencies exercised their common powers and adopted the Original Agreement, which created the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (“Authority”) as an independent agency to facilitate the creation, enhancement, preservation and management of the San Dieguito River Valley Regional Open Space Park (“San Dieguito River Park” or “Park”) for the benefit of the public. The Park consists of preserved open space properties, public trails, historic structures and other public recreational facilities and amenities within the boundaries of the Focused Planning Area described in Exhibit A attached hereto and incorporated herein by reference.

C. The initial term of the Original Agreement was for twenty-five years with an option to extend. When the Original Agreement was approved, Public Agencies anticipated continuation of Authority beyond its initial term if Authority successfully carried out the purposes for which it was formed.

D. Authority has successfully carried out its duties as an independent agency since the Effective Date of the Original Agreement and has facilitated the substantial expansion and improvement of the San Dieguito River Park through, among other things: adoption of a River Park Concept Plan; attainment of grant funding for the purchase and preservation of over 2,976 acres of open space lands; formation of cooperative agreements with public agencies and private parties to plan, fund and implement restoration of natural habitats, such as the San Dieguito Wetlands Restoration Project; restoration of historic structures, such as the Sikes Adobe; and, development of public trails, including completion of over thirty-four miles of the Coast-to-Crest
Trail that is planned to extend from the beach in Del Mar to the eastern slope of Volcan Mountain 55 miles to the east.

E. Public Agencies now desire to amend the Original Agreement to extend its term, incorporate changes done by previous amendments, and incorporate additional changes deemed appropriate at this time into one consolidated agreement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Public Agencies as herein expressed, Public Agencies agree as follows:

1. PURPOSE. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), relating to the joint exercise of powers common to public agencies. Public Agencies each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise those powers jointly to acquire, plan, design, improve, manage, operate, and maintain natural open space and recreational facilities within the San Dieguito River Park and to work cooperatively with other entities and individuals to preserve and enhance natural open space and recreational facilities within the Park. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth. The goals of the Public Agencies are to exercise such powers in order to:

   (a) Preserve land within the San Dieguito River Valley as a regional open space greenbelt and park system that protects the natural waterways and the natural and cultural resources and sensitive lands, and provides compatible recreational opportunities that do not damage sensitive lands.

   (b) Provide a continuous and coordinated system of preserved lands with a connecting corridor of walking, equestrian, and bicycle trails, encompassing the San Dieguito River Valley from the ocean to the river’s source.

2. TERM. This Agreement shall become effective immediately upon approval by the last of the Public Agencies, and shall continue in full force and effect so long as any two Public Agencies agree to continue as members, unless all Public Agencies agree in writing to an earlier termination date. Public Agencies shall provide at least ninety days notice of their intent to withdraw from Authority.

3. CONTINUATION AS AN INDEPENDENT AGENCY AND CONFIRMATION OF EXISTING OBLIGATIONS. Pursuant to Section 6507 of the California Government Code, Authority shall continue as a public entity separate and apart from the Public Agencies. All lawful and existing agreements of Authority are confirmed and shall continue in full force and effect.

4. BOUNDARIES. The boundaries of the territory within which Authority shall exercise its powers shall be its Focused Planning Area described in Exhibit A attached hereto and incorporated herein by reference. The Focused Planning Area may be amended by Authority subject to concurrence by the Public Agencies within whose jurisdiction the proposed
boundary change lies. Authority’s actions may extend beyond the Focused Planning Area, provided such actions are related to the Focused Planning Area and the purposes of Authority.

5. **BOARD.** Authority shall be governed by a board to be known as the San Dieguito River Valley Regional Open Space Park Board (the “Board”). Each member shall serve in its individual capacity as a member of the Board. The membership of the Board shall be as follows:

   (a) Two (2) elected members of the governing bodies of the County of San Diego and the City of San Diego, appointed by their respective governmental bodies.

   (b) One (1) elected member of the City Councils of the cities of Del Mar, Escondido, Poway and Solana Beach, appointed by their respective city councils.

   (c) The Chairperson of the San Dieguito Citizens Advisory Committee.

   (d) The Board may appoint *ex officio*, non-voting, advisory representatives to sit with the Board in open session.

Elected members shall serve at the pleasure of their appointing authority. Each member shall have an alternate which may act in his or her absence, except that *ex officio* Board members shall not have alternates. Alternates shall be chosen in the same manner as regular members except that the alternate to the Chair of the San Dieguito Citizens Advisory Committee shall be the Vice Chair of that Committee. Any vacancy shall be filled in the same manner as described herein for appointment.

The Board shall select its own Chair and Vice Chair from among the members.

6. **MEETINGS OF THE BOARD.**

   (a) **Regular Meetings.** The Board shall conduct regular meetings at least annually and such other times as the Board shall direct or the bylaws specify.

   (b) **Ralph M. Brown Act.** All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

   (c) **Quorum.** A majority of Board members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of at least a majority of the members available in the quorum shall be required for any act of the Board other than adjournment.

7. **RULES OF THE BOARD.** The Board may adopt, from time to time, bylaws, rules, and regulations as may be required for the conduct of its meetings and the orderly operation of Authority.
8. **STANDING COMMITTEE.** The Board shall appoint a standing committee to be known as the San Dieguito Citizens Advisory Committee (the “Committee”) which shall be advisory to the Board. The Committee shall have a Chair and a Vice Chair selected by the Committee subject to the concurrence of the Board.

9. **OFFICERS AND EMPLOYEES OF AGENCY.**

   (a) **Staff.** Authority may hire such employees as it may determine necessary.

   (b) **Executive Director.** The Board may appoint an Executive Director for Authority, who shall have such duties as prescribed by the Board.

   (c) **Treasurer.** The Treasurer of the Authority shall be the duly appointed and active Treasurer of the County of San Diego serving ex-officio as Treasurer of Authority. The Treasurer shall receive, have the custody of and disburse funds upon the warrant or check-warrant of the Auditor of Authority pursuant to the accounting procedures set forth in Section 15 hereof, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. The Treasurer may invest Authority funds in accordance with general law. All interest collected on Authority funds shall be accounted for and posted to the account of such funds.

   (d) **Auditor.** The Auditor of the Authority shall be the duly appointed and acting Auditor of the County of San Diego serving ex-officio as Auditor of Authority. The Auditor shall draw warrants or check-warrants against the funds of Authority in the Treasury when the demands are approved by the Board, or such other persons as may be specifically designated for that purpose. Any fees paid to Auditor for performance of the Auditor’s services shall be no greater than those normally paid by other entities receiving similar services.

   (e) **Experts and Other Consultants.** Authority may hire such other consultants, advisors, and independent contractors as it may determine necessary (“Contractors”).

   (f) **Investment Accounts.** The Board has and may continue to authorize its Executive Director to act as Treasurer for specified investment accounts that are held and managed by entities other than the County of San Diego. The Executive Director shall comply with the provisions of Government Code Section 6505.6, including ensuring that any investment accounts are included in annual audits conducted by a certified public accountant.

   (g) **Authority shall cause such of its officers and employees to be bonded as required by Auditor.**

10. **POWERS OF AUTHORITY.** Authority shall have the powers:

   (a) To acquire, hold and dispose of property by any legal method for Park purposes, to undertake overall planning for and to plan and design the Park, and to take any and
all actions necessary to accomplish these purposes. Decisions by Authority to acquire or dispose of real property shall be subject to prior approval of the Public Agencies wherein the property to be acquired or disposed of lies. Prior to acquisition or disposal of real property within the Park by Public Agencies, they shall refer the proposed transaction to Authority for review and recommendation. However, failure of a Public Agency to so refer a transaction shall not affect its validity.

(b) To establish guidelines for and advise Public Agencies on appropriate land uses within the Park.

(c) To review and comment on development proposals submitted to Public Agencies which are within the Park or may have an impact on the Park.

(d) To improve, manage, operate and maintain the Park.

(e) To make and enter into contracts and agreements to carry out its activities.

(f) To employ agents and employees.

(g) To sue and be sued in its own name.

(h) To make applications for and receive grants.

(i) To obtain and invest the proceeds from gifts, donations, bequests and devises.

Pursuant to California Government Code Section 6509, the powers of Authority shall be subject to those legal restrictions which the County of San Diego has upon the manner of exercising said power.

11. OPERATION AND MAINTENANCE. Authority shall operate, manage and maintain all Park properties and facilities it owns, leases or is contractually obligated to operate, maintain and/or manage, such as conservation easement and public trail areas. In addition, Authority may assist with maintenance and management of additional Park properties and facilities pursuant to terms and conditions it deems appropriate.

12. CONDITIONAL POWERS. Subject to unanimous agreement of Public Agencies, Authority shall have the power to issue bonds and levy assessments under any assessment district act or impact fee provisions authorized by State law.

13. BUDGET. Authority shall prepare and adopt an annual budget prior to the beginning of each fiscal year. The “fiscal year” for Authority shall be coterminous with that of the County of San Diego.

14. FUNDING. Funding for Authority may come from any lawful source approved by the Board, provided that Authority shall not solicit or accept funding that has conditions or
requirements that are inconsistent with the purposes of Authority. Funding sources include, but are not limited to:

(a) Satellite Wagering Funds.
(b) Grants from governmental or private sources.
(c) Contributions by Public Agencies.
(d) Gifts, donations, bequests and devises of all kinds and descriptions.
(e) Revenues generated from Park operations and activities.

15. ANNUAL CONTRIBUTION OF FUNDS BY PUBLIC AGENCIES.

(a) The Board shall establish a funding contribution amount for each fiscal year (“Annual Contribution”). The Annual Contribution shall be based upon the Board’s determination of funding required for the fiscal year after taking into account other available resources such as income from endowment funds, user fees or other income. The Annual Contribution may also include additional sums to be added to one or more endowments established by Authority for the purpose of generating income to pay for the long term operation of the San Dieguito River Park.

(b) Each of the Public Agencies shall then contribute the following percentage of the total Annual Contribution (“Agency Contribution”): County of San Diego %; City of San Diego %; City of Del Mar %; City of Escondido %; City of Poway %; City of Solana Beach %. Agency Contributions are based upon the total population of each Public Agency and the amount of acreage each has within the Focused Planning Area. Every ten years, after new CENSUS information is made available, Agency Contribution amounts shall be reviewed, and if appropriate, adjusted by the Board to reflect any changes in population or acreage within the Focused Planning Area, subject to approval of at least six Board Members.

(c) If any such Public Agency elects to not pay its share of the Annual Contribution, the voting rights of such Public Agency shall be suspended until such time as all unpaid Agency Contributions have been made by such Public Agency. Such Public Agency may continue to sit on the Board but in an ex-officio, non-voting capacity.

16. FUNDS DEPOSITED IN COUNTY TREASURY. Except for investment accounts authorized by the Board, the Treasury of the County of San Diego shall be the depository of the funds of Authority and the Treasurer shall receive and have custody of Authority funds.

17. RECORDS AND ACCOUNTS – CHARGE FOR SERVICES.

(a) Authority shall be strictly accountable for all Authority funds.
(b) Authority shall cause to be kept proper books of records and accounts in which a complete and detailed entry shall be made of all its transactions, including all receipts and disbursements. Authority shall establish and maintain accounting systems in a manner consistent with State laws and with rules and regulations of the State Controller as required by the Auditor. Such books shall be subject to inspection at any reasonable time by the duly authorized representatives of Public Agencies.

(c) Authority shall cause a single annual audit of its accounts and records to be performed as provided in Sections 6505, 6505.1 and 6505.5 of the California Government Code. Within eight months after the close of each fiscal year, a financial statement for such fiscal year shall be provided to the Public Agencies.

(d) The County of San Diego shall determine the charges, if any, to be made against Authority for the services of the Treasurer, the Auditor and other County officers and employees rendered pursuant to this Agreement.

18. LIABILITY OF PARTIES. Pursuant to the authority of Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of Authority shall be solely the debts, liabilities and obligations of Authority and not the Public Agencies.

19. DISPOSITION OF ASSETS. At the termination of this Agreement, accrued and existing liabilities shall be paid to the extent funds for such purposes are available. Restricted funds, such as funds in endowments that are for specific purposes, shall only be used for the authorized purpose and not for any other general debt or liability. After payment of existing debts and liabilities with available funds has been completed, the remaining liabilities and assets of Authority shall be divided among Public Agencies, past and present, as agreed, or if no agreement is reached, divided between the respective Public Agencies as nearly as possible in proportion to the contributions, if any, made by each during the term of the Original Agreement and this Agreement.

20. NOTICES. Notices hereunder shall be sufficient if delivered to:

COUNTY OF SAN DIEGO
Attn: ____________________
1600 Pacific Highway
San Diego, California 92101

CITY OF DEL MAR
Attn: ____________________
1050 Camino del Mar
Del Mar, California 92014

CITY OF ESCONDIDO
Attn: ____________________
201 North Broadway
Escondido, California 92025
CITY OF POWAY
Attn: ____________________
13325 Civic Center Drive
Poway, California 92064

CITY OF SAN DIEGO
Attn: ____________________
202 C Street
San Diego, California 92101

CITY OF SOLANA BEACH
Attn: ____________________
635 South Highway 101
Solana Beach, California 92075

21. MISCELLANEOUS. The paragraph headings in this Agreement are for convenience only and are not to be construed as modifying or governing the language in the paragraph referred to. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

22. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors to the Public Agencies.

23. PARTIAL INVALIDITY. If any term, provision, promise, covenant, or condition of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

24. FILING OF NOTICE OF AGREEMENT. Within 30 days after this Agreement becomes effective pursuant to paragraph 2 above, the SANDAG Executive Director shall file with the Secretary of State the Notice of Agreement required by Government Code Section 6503.5.

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior communications, representations, statements, understandings, and agreements. This Agreement may not be amended, nor may any portion of it be waived, unless such amendment or waiver is in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF SAN DIEGO

By: ____________________________  Dated ____________________________
Mayor
### Formula Options

| Agency-Wide | Existing Formula Based on agency-wide population and acreage jurisdiction within FPA | OPTION C | Same as Existing, but Updated Population & Acreage Stats, Normalized | OPTION C-1 | Population Agency-wide, updated; Acreage jurisdiction within FPA Revised percentages. Then Normalized to 100% |
|---|---|---|---|---|
| Del Mar | 7% | 6% | 6% |
| Solana Beach | 8% | 7% | 9% |
| Poway | 10% | 13% | 11% |
| Escondido | 13% | 13% | 11% |
| Unincorp County | 26% | 31% | 32% |
| San Diego | 36% | 31% | 31% |
| **Total** | 100% | 100% | 100% |

### Existing Formula

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<td>500,000+=32%</td>
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### New Breakdown for Option C-1

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### Current population estimates from SANDAG as of January 2010:

- Del Mar 4,660
- Solana Beach 13,783
- Poway 52,056
- Escondido 147,514
- County (unincorporated area) 503,320
- San Diego 1,376,173

### The current jurisdictional acreages within the Park for each agency are:

- Del Mar: 459.77
- Escondido: 850.35
- Poway: 666.33
- San Diego: 16,235.93
- Solana Beach: 0
- Unincorporated: 55,885.91

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<tr>
<td>Poway</td>
<td>52,056</td>
<td>11%</td>
<td>4%</td>
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<tr>
<td>Escondido</td>
<td>147,514</td>
<td>11%</td>
<td>4%</td>
</tr>
<tr>
<td>Unincorp County</td>
<td>503,320</td>
<td>32%</td>
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<tr>
<td>San Diego</td>
<td>1,376,173</td>
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### Calcs for Option C

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<tr>
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## SAN DIEGO RIVER CONSERVANCY

### BACKGROUND

| **History** | **River Conservancy:** Established in 2002 by act of California Legislature (Public Resources Code, Division 22.9, Section 32630; AB 2156, Kehoe).  
**River Park Foundation:** Established in 2001. |
|-------------|--------------------------------------------------|
| **Mission/Purpose** | **River Conservancy:** Further the goals of its enabling legislation (i.e., land conservation, recreation and education, natural and cultural resources preservation and restoration, water quality and natural flood conveyance), by conserving and restoring its land and water for the enjoyment of present and future generations.  
1. Acquire, manage, and conserve land.  
2. Provide recreational and educational opportunities, and protect open space, wildlife species and habitat, wetlands, water quality, natural flood conveyance, and historical/cultural resources.  
3. Build a river-long park and hiking trail stretching 52 miles from the River's headwaters near Julian to the Pacific Ocean.  
**River Park Foundation:** Create the San Diego River Park by partnering with government agencies, business and civic leaders and a wide range of public organizations. The River Park is an umbrella organization that supports and empowers groups who are restoring and enhancing the San Diego River and its ecosystem, creating trails and new community facilities, protecting historical resources and enhancing communities along the river and within the watershed. |
| **Type** | **River Conservancy:** Independent, non-regulatory agency within the Resources Agency  
**River Park Foundation:** 501 (c)(3) public benefit corporation. |
| **Area** | **River Conservancy:** The goal is to secure preservation of 1,450 acres of land within the San Diego River area |
| **Partners** | **River Conservancy:**  
- Senator Christine Kehoe  
- The San Diego River Park Foundation  
- San Diego River Coalition – 61 member non-governmental organizations  
- Lakeside River Park Conservancy  
- City of San Diego  
- County of San Diego  
- City of Santee  
- Helix Water District  
- Cleveland National Forest  
- Padre Dam  
- Endangered Habitats League  
- San Diego County Bicycle Coalition  
- Aquatic Adventures  
- Potential future partners include the cities of La Mesa, El Cajon, and Poway, as well as the Barona, Sycuan, Viejas, Capitan Grande, Inaja, and Cosmit Indian reservations.  
**River Park Foundation:**  
- Organizations that are working on or supporting The San Diego River Park Project and acting as stewards of the watershed include numerous local non profit organizations, community groups, land trusts, and larger national organizations. For a full listing, see [http://www.sandiegoriver.org/organizations.html](http://www.sandiegoriver.org/organizations.html).  
- Business interests  
- Landowners and other interested parties |
## INSTITUTIONAL STRUCTURE—GOVERNANCE

<table>
<thead>
<tr>
<th>Authority</th>
<th>River Conservancy: Governing Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Composition</td>
<td>9 voting and 2 non-voting members who are appointed or are designated by virtue of the office they hold: local, state and federal.</td>
</tr>
<tr>
<td></td>
<td>• Mayor of San Diego (1)</td>
</tr>
<tr>
<td></td>
<td>• City Council of San Diego (1)</td>
</tr>
<tr>
<td></td>
<td>• California Secretary of Resources designee (1)</td>
</tr>
<tr>
<td></td>
<td>• California Director of Finance designee (1)</td>
</tr>
<tr>
<td></td>
<td>• Public at Large, appointed by the Governor (3)</td>
</tr>
<tr>
<td></td>
<td>• Public at Large, appointed by the Senate Committee on Rules (1)</td>
</tr>
<tr>
<td></td>
<td>• Non-Voting Members:</td>
</tr>
<tr>
<td></td>
<td>o Executive Director, Wildlife Conservation Board</td>
</tr>
<tr>
<td></td>
<td>o San Diego Regional Water Quality Control Board</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Meeting Schedule</th>
<th>the second Friday of all even-numbered months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committees</td>
<td>4 major programs—Land Conservation, Recreation and Education, Natural and Cultural Resources Preservation and Restoration, Water Quality and Natural Flood Conveyance</td>
</tr>
<tr>
<td>Public Notice of Meetings</td>
<td>Meeting agendas are posted 10 days prior to the meeting date on the Conservancy’s website.</td>
</tr>
<tr>
<td>Compensation</td>
<td>none</td>
</tr>
<tr>
<td>Legal Counsel</td>
<td>Provided by the California Coastal Conservancy.</td>
</tr>
</tbody>
</table>

## STAFF AND FACILITIES

<table>
<thead>
<tr>
<th>Total Staff</th>
<th>2 plus 1 part-time consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>Michael Nelson</td>
</tr>
<tr>
<td>Other Staff</td>
<td>Executive Assistant</td>
</tr>
<tr>
<td></td>
<td>(River Park Foundation also has 2 staff and a Board of Directors)</td>
</tr>
<tr>
<td>Science Advisors</td>
<td>None</td>
</tr>
<tr>
<td>Facilities Location</td>
<td>yes</td>
</tr>
<tr>
<td>Work done in-house or contracted out</td>
<td>Both. The Conservancy usually works with one or more of its NGO partners on land acquisitions, trails issues, and projects. Consultants are hired for specific tasks such as appraisals. Conservancy has a consultant (broker) under a 2-year part time contract. (Ann Van Leer).</td>
</tr>
</tbody>
</table>

## FUNDING

<table>
<thead>
<tr>
<th>Start-up/one-time costs</th>
<th>The Conservancy started with a combined $12 million in funding from River Parkways and Prop. 40. State Coastal Conservancy staff and financial support was utilized initially to get the Conservancy up and running.</th>
</tr>
</thead>
</table>
| Revenue/Expenditures    | **RIVER CONSERVANCY:**  
|                         | • **Proposition 40 Funding:** The Conservancy helps its partners secure Prop 40 funding for projects such as acquisition of lands in Eagle Peak Preserve, extension of Ocean Beach Bike Path, and Mission Valley Preserve Restoration Project.  
|                         | • **River Parkways funds designated for the San Diego River**  
|                         | • **Transnet:** the County of San Diego’s half cent sales tax  
|                         | • **Future Bond Funds:** Undetermined at this time. |
### RIVER CONSERVANCY 5-YEAR INFRASTRUCTURE PLAN:

- **Capital Funding Needs for 2006-2011 include:**

<table>
<thead>
<tr>
<th>Conservancy Programs</th>
<th>FY 05-06</th>
<th>FY 06-07</th>
<th>FY 07-08</th>
<th>FY 08-09</th>
<th>FY 09-10**</th>
<th>FY 10-11***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Conservation</td>
<td>$9.2</td>
<td>$18.3</td>
<td>$18.3</td>
<td>$18.3</td>
<td>$9.2</td>
<td>$0</td>
</tr>
<tr>
<td>Recreation and Education</td>
<td>$6.5</td>
<td>$12.9</td>
<td>$12.9</td>
<td>$12.9</td>
<td>$6.5</td>
<td>$0</td>
</tr>
<tr>
<td>Natural/Cultural Resources Preservation and Restoration</td>
<td>$4.9</td>
<td>$9.9</td>
<td>$9.9</td>
<td>$9.9</td>
<td>$4.9</td>
<td>$0</td>
</tr>
<tr>
<td>Water Quality and Natural Flood Conveyance****</td>
<td>$0.0</td>
<td>$0.0</td>
<td>$0.0</td>
<td>$0.0</td>
<td>$0.0</td>
<td>$0</td>
</tr>
<tr>
<td>Programmatic Issues</td>
<td>$0.0</td>
<td>$0.0</td>
<td>$0.0</td>
<td>$0.0</td>
<td>$0.0</td>
<td>$0</td>
</tr>
<tr>
<td>YEARLY TOTAL</td>
<td>$20.60</td>
<td>$41.10</td>
<td>$41.10</td>
<td>$41.10</td>
<td>$20.60</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Annual Total:** $41.1 Million  
**Five Year Total:** $164.5 Million

* Represents one half fiscal year  
** Represents funding for one half year as the Conservancy’s enabling statute, AB 2156, establishes a sunset at January 1, 2010.  
*** This column is zero as the Conservancy’s enabling statute establishes a sunset as of 2010.  
**** The cost for Hydrology Assessment will be paid for out of the Conservancy’s support budget or with other support funds. Follow-up projects will require Capital Outlay and will be developed and estimated after the Hydrology Assessment is completed.

### RIVER CONSERVANCY: HISTORICAL FUNDING LEVELS

<table>
<thead>
<tr>
<th></th>
<th>FY 03/04</th>
<th>FY 04/05</th>
<th>FY 05/06</th>
<th>FY 06/07 (proposed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline Support Budget (ELPF)</td>
<td>$265,000</td>
<td>$269,000</td>
<td>$274,000</td>
<td>$292,000</td>
</tr>
<tr>
<td>One-time Reappropriation of FY 03/04 Support Budget (for Strategic Planning)</td>
<td>$0</td>
<td>$221,000*</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Capital Outlay Reimbursement Authority</td>
<td>—</td>
<td>—</td>
<td>- $500,000**</td>
<td>$0</td>
</tr>
<tr>
<td>YEARLY TOTAL</td>
<td>$265,000</td>
<td>$490,000</td>
<td>$274,000</td>
<td>$292,000</td>
</tr>
</tbody>
</table>

* FY 03/04 Support Budget of $265,000 minus $44,000 total FY 03/04 expenditures. This amount is also supplemented with the unspent balance of the FY 04/05 support budget.  
** FY 05/06 Reimbursement Authority is available for 3 years.

- **Support Budget (Operations):** The Conservancy’s state budget consists entirely of support dollars from the Environmental License Plate Fund (ELPF), a state Special Fund. These monies are for Conservancy operations only and cannot be used for capital outlay purposes. The Conservancy’s annual baseline Support Budget has received small incremental increases since its first appropriation in FY 03/04.
**Capital Outlay Budget (Acquisitions) / Reimbursement Authority:** The Conservancy has never had a Capital Outlay appropriation from ELPF or other source. In FY 05/06 the Conservancy requested and was awarded Capital Outlay “Reimbursement Authority” of $500,000. Establishment of a Capital Outlay line item was necessary to allow the Conservancy to receive Capital Outlay funding in the future. The “Reimbursement Authority” of $500,000 allows the Conservancy to receive and spend grant funds. The Conservancy receives no state General Fund support. With no Capital Outlay dollars, the San Diego River Conservancy currently has no funding in its budget for acquisitions. It is however able to apply to the Resources Agency for Proposition 40 River Parkways funding that was set aside for the San Diego River at the time the Conservancy was established. Three project proposals (one acquisition, one restoration, and one improvement) for this funding have been approved by the Conservancy Governing Board, submitted by the Conservancy partners, and are currently under review. The Conservancy has also submitted separate grant proposals for federal appropriations, and continues to aggressively seek multiple sources of non-state funding.

- To accomplish its statutory purpose of acquiring public lands, the Conservancy participates equitably in any state General Obligation bond funds. It will submit a Budget Change Proposal to request future Capital Outlay funding.

<table>
<thead>
<tr>
<th>Annual Operating Budget</th>
<th>Approximately $250,000 (Conservancy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endowment</td>
<td>no</td>
</tr>
</tbody>
</table>

**OTHER**

- **Conservation partners or other relationships:** Groups and organizations with a common interest in the San Diego River have come together to form the San Diego River Coalition (SDRC), which serves as the Citizens Advisory Committee (CAC) for River Park planning efforts. For more information, see [http://www.sandiegoriver.org/coalition.html](http://www.sandiegoriver.org/coalition.html)

- **Problems/issues with implementation:** Insufficient funds for land management

**SOURCES**

**WEBSITES**

<table>
<thead>
<tr>
<th>Organization</th>
<th>Site Address</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego River Conservancy</td>
<td><a href="http://sdrc.ca.gov/">http://sdrc.ca.gov/</a></td>
<td></td>
</tr>
<tr>
<td>San Diego River Park Foundation</td>
<td><a href="http://www.sandiegoriver.org/">http://www.sandiegoriver.org/</a></td>
<td></td>
</tr>
</tbody>
</table>

**DOCUMENTS**

<table>
<thead>
<tr>
<th>Title</th>
<th>Source</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Year Strategic &amp; Infrastructure Plan 2006-2011</td>
<td><a href="http://sdrc.ca.gov/docs/meeting_packets/20060324/ITEM_7_SupDoc2_SDRC_5_Year_Plan_rev_032006_by_LLA.pdf">http://sdrc.ca.gov/docs/meeting_packets/20060324/ITEM_7_SupDoc2_SDRC_5_Year_Plan_rev_032006_by_LLA.pdf</a></td>
<td></td>
</tr>
</tbody>
</table>
### INTERVIEWS

<table>
<thead>
<tr>
<th>Person</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rob Hutsel</td>
<td>Exec. Director, San Diego River Park Foundation</td>
<td>10/20/06</td>
</tr>
<tr>
<td>Michael Beck</td>
<td>Board, San Diego River Park Foundation</td>
<td>10/20/06</td>
</tr>
</tbody>
</table>

### CONTACT INFO

#### STAFF

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Officer, San Diego River Conservancy</td>
<td>Michael Nelson</td>
<td></td>
<td>858-467-2972</td>
</tr>
<tr>
<td>Executive Assistant, San Diego River Conservancy</td>
<td></td>
<td></td>
<td>858-467-2733</td>
</tr>
<tr>
<td>Executive Director, San Diego River Park Foundation</td>
<td>Rob Hutsel</td>
<td><a href="mailto:rhutsel@sandiegoriver.org">rhutsel@sandiegoriver.org</a></td>
<td></td>
</tr>
<tr>
<td>Community Outreach Manager, San Diego River Park Foundation</td>
<td>Kym Hunter</td>
<td><a href="mailto:klhunter@sandiegoriver.org">klhunter@sandiegoriver.org</a></td>
<td></td>
</tr>
</tbody>
</table>

#### ADDRESS

<table>
<thead>
<tr>
<th>San Diego River Conservancy</th>
<th>San Diego River Conservancy 9174 Sky Park Court, Suite 100 San Diego, CA 92123-4340</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego River Park Foundation</td>
<td>Mailing Address: PO Box 80126 San Diego, CA 92138-0126</td>
</tr>
<tr>
<td></td>
<td>Office Address: 4891 Pacific Highway, Suite 114 San Diego, CA 92110</td>
</tr>
</tbody>
</table>

#### OTHER

<table>
<thead>
<tr>
<th>Email</th>
<th>San Diego River Park Foundation: <a href="mailto:info@SanDiegoRiver.org">info@SanDiegoRiver.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>San Diego River Conservancy: 858-467-2733</td>
</tr>
<tr>
<td></td>
<td>San Diego River Park Foundation: 619-297-7380</td>
</tr>
</tbody>
</table>
Our governing board is comprised of 13 members, 11 voting and 2 non-voting members who are appointed or are designated by virtue of the office they hold: local, state and federal. The Conservancy has no power of condemnation or authority over city zoning laws.

GOvernING BOARD MEMBERS

Jerry Sanders
Mayor, City of San Diego

Dianne Jacob
Supervisor, Second District, County of San Diego

Lorie Zapf
Councilmember, District 6, City of San Diego

Ana Matosantos
Director, Department of Finance

John Laird
Secretary, California Natural Resources Agency

Ruth Coleman
Director, Department of Parks and Recreation

Benjamin Clay, Chair
Public at Large: Appointed by the Governor

Ann Miller Haddad
Public at Large: Appointed by the Governor

Andrew Poat
Public at Large: Appointed by the Governor

Todd Gloria
Councilmember, District 3
Public at Large: Appointed by the Speaker of the Assembly

Ruth Hayward
Public at Large: Appointed by the Senate Committee on Rules

John Donnelly (non-voting)
Executive Director, Wildlife Conservation Board

Gary Srawn (non-voting)
San Diego Regional Water Quality Control Board

STAFF

Michael Nelson
Executive Officer
San Diego River Conservancy
mnelson@sdrc.ca.gov
619-645-3183

Deputy Attorney General
Hayley Peterson
Staff Counsel
Hayley.Petersen@cdj.ca.gov
619-645-2001
RES12 Restructure Funding and Governance for Certain Land Conservancies

Summary

Five of the eight separate conservancies for which the Resources Agency is responsible do not represent land assets of statewide interest that benefit all Californians. State funding and governance for these conservancies should be restructured to provide more direct control and accountability to local agencies.

Background

Within the Resources Agency, there are eight separate conservancies that acquire lands for habitat protection and provide public access to open spaces. The conservancies, and other departments and programs, lack a comprehensive and cohesive statewide land conservation plan. Without such a statewide plan, individual organizations have developed their own land conservation strategies that frequently do not work coherently to achieve statewide objectives. [1] Although some acquisitions are pursued with a statewide perspective, others are simply purchases made as opportunities arise. [2] The Department of Fish and Game (DFG) and the Department of Parks and Recreation (DPR) have statewide responsibility for managing lands for habitat protection and recreation, respectively. [3] The chart below compares information obtained from the Department of Finance on the conservancies. [4]

Conservancies at a Glance

<table>
<thead>
<tr>
<th>Year Begun</th>
<th>Jurisdiction</th>
<th>2002–03 Budget</th>
<th>Acquisitions Objectives</th>
<th>Land Holdings (Acres)</th>
<th>Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>1976</td>
<td>Coastal zone (1,100 miles of coast)</td>
<td>$6.3 million support</td>
<td>Promote coastal management plan—generally public access, scenic views, natural habitat and agricultural land</td>
<td>700 physical properties, 3,700 easements; 20,000 acres</td>
<td>7 members All state appointments</td>
</tr>
<tr>
<td>1984</td>
<td>Lake Tahoe Basin (about 148,000 acres)</td>
<td>$4.0 million support</td>
<td>Provide access to shore; environmental sensitive lands, especially those draining to the lake and/or subject to erosion</td>
<td>64,000 acres</td>
<td>7 members 4 state 3 local</td>
</tr>
<tr>
<td></td>
<td>San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy</td>
<td>$20.7 million property acquisition and improvement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td>Conservancy Name</td>
<td>Support and Acquisition Details</td>
<td>Reasons and Objectives</td>
<td>Memberships</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>1999</td>
<td>San Gabriel River and Lower Los Angeles River watersheds (about 569,000 acres)</td>
<td>$790,000 support and $18 million property acquisition and improvement</td>
<td>Provide open space, recreational, educational uses, watershed improvement, wildlife and habitat restoration and protection</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>None</td>
<td>13 members 7 state 6 local and regional</td>
<td></td>
</tr>
<tr>
<td>1979</td>
<td>Santa Monica and Santa Susanna Mountains, and Placerita Canyon (551,000 acres)</td>
<td>$655,000 support and $13.2 million property acquisition and improvement</td>
<td>Provide for parks, trails, open space, and wildlife habitat that are easily accessible to the general public</td>
<td>About 55,000 acres are held by joint powers authority associated with the conservancy</td>
<td>9 members 5 state 3 local 1 federal</td>
</tr>
<tr>
<td>1996</td>
<td>Coachella Valley (about 1.25 million acres)</td>
<td>$274,000 support and $8 million property acquisition and improvements</td>
<td>Promote habitat priorities listed in Natural Communities Conservation Plans, currently being developed for Coachella Valley region</td>
<td>3,835 acres; 1,138 easements</td>
<td>21 members 9 state 9 local 3 federal</td>
</tr>
<tr>
<td>2003</td>
<td>San Diego River from Julian to the Pacific Ocean (about 52 miles)</td>
<td>$265,000 support (proposed)</td>
<td>Acquire and manage public lands</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>None</td>
<td>9 members 2 state 7 local</td>
<td></td>
</tr>
<tr>
<td>2001</td>
<td>Baldwin Hills area in Los Angeles County (about 1,200 acres)</td>
<td>$262,000 support and $15 million property acquisition and improvement</td>
<td>Provide recreational open space and wildlife uses</td>
<td>384 acres</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9 members 8 state 1 local</td>
<td></td>
</tr>
<tr>
<td>1995</td>
<td>San Joaquin River in Fresno and Madera Counties (about 5,900 acres)</td>
<td>$253,000 support and $2.5 million property acquisition and improvement</td>
<td>Affords public recreational opportunities and supports wildlife habitat</td>
<td>1,762 acres</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15 members 9 state 6 local</td>
<td></td>
</tr>
</tbody>
</table>

The State Coastal Conservancy covers the largest jurisdiction of these conservancies including the entire coast and some significant inland areas, especially around the San Francisco Bay. The other conservancies are each responsible for considerably smaller regions. The Baldwin Hills Conservancy, the smallest, covers 1,200 acres, yet it too has a predominantly state-level governance structure. The Tahoe Conservancy, the State Coastal Conservancy and the Santa Monica Mountains Conservancy concentrate on the protection of land and habitat resources that are of statewide interest.
The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, San Joaquin River Conservancy, Baldwin Hills Conservancy, San Diego River Conservancy, and Coachella Valley Mountains Conservancy focus on land acquisitions that are of regional or local interest. One conservancy, the State Coastal Conservancy, primarily provides grant funding to local governments and private non-profits that acquire and manage lands. Other conservancies primarily acquire and manage lands themselves, and some do both. Conservancies also provide grants to each other, to DFG or to DPR. Collectively, the governing boards of these conservancies total 90 members. The size of the respective boards ranges from 7 to 21 members each. The creation of multiple conservancies has increased state funding for land acquisition and management in the areas in which conservancies are located. However, the programs have the following limitations and inefficiencies:

» No master plan exists at the Resources Agency level to give conservancies comprehensive, strategic guidelines for land acquisition and resource protection. Consequently, the state approach to habitat and recreational land acquisition is a patchwork;

» Creating state conservancies having broad authority within their respective jurisdictions has impaired strategic planning at the state level, diffused accountability and limited state-level oversight. The perspective of each conservancy is limited, and the membership of the conservancy boards is not generally reflective of the state-level policy-makers who are held accountable for the expenditure of state funds; and

» Conservancy funding has tended to be used primarily on purchases as opportunities have arisen, instead of supporting broader statewide resource management priorities set by the Resources Agency, DPR and DFG. [6]

Recommendations

A. The Governor should work with the Legislature to devolve five conservancies of regional or local interest (San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, San Joaquin River Conservancy, Baldwin Hills Conservancy, San Diego River Conservancy, and Coachella Valley Mountains Conservancy) into local joint powers authorities.

» The proposed legislation should remove state-level majority participation on the governing boards of those five conservancies, and eliminate state Environmental License Plate Fund and bond funds for staff support.

» The five conservancies of regional or local interest should be encouraged to apply and compete for state bond funds for land acquisition and other projects in the same manner that all other local and nonprofit entities are eligible for state resource bond funds.

Removing state majority representation on the governing boards and reducing state funding for the five conservancies that represent local and regional interests would empower these local jurisdictions to address local land conservation issues. State-level funding and majority participation on the three conservancies of statewide interest (Tahoe Conservancy, State Coastal Conservancy, and Santa Monica Mountains Conservancy) should be retained. The remaining conservancies would continue as joint powers authorities that compete for state bond funding. State law provides for the joint exercise of powers by public agencies and this is an appropriate governing model for some of the state’s conservancies. [6]

B. The Resources Agency, or its successor, in conjunction with the conservancies and the Departments of Parks and Recreation and Fish and Game, or their successors, should develop a statewide master plan, including strategic guidelines, for land acquisition and resource protection for habitat and recreational purposes.

Fiscal Impact

Estimated savings assume that legislation becomes effective January 1, 2005. These savings would accrue primarily to the Environmental License Plate Fund, with minor savings from bond funds, which might be freed up for other environmental projects. It is anticipated that the five state conservancies that would be devolved to local joint powers entities would receive state support for only the first half of Fiscal Year 2004–2005, and the state would realize savings of about $1.0 million for the last half of the fiscal year. Beginning in FY 2005–2006 the state would incur savings of about $2.1 million annually. It is anticipated that the costs of developing a statewide master plan would be minor and be absorbed by the Resources Agency.
### Environmental License Plate Fund and Bond
(dollars in thousands)

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Savings</th>
<th>Costs</th>
<th>Net Savings (Costs)</th>
<th>Change in PYs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004-05</td>
<td>$1,041</td>
<td>$0</td>
<td>$1,041</td>
<td>(7.8)</td>
</tr>
<tr>
<td>2005-06</td>
<td>$2,082</td>
<td>$0</td>
<td>$2,082</td>
<td>(15.6)</td>
</tr>
<tr>
<td>2006-07</td>
<td>$2,082</td>
<td>$0</td>
<td>$2,082</td>
<td>(15.6)</td>
</tr>
<tr>
<td>2007-08</td>
<td>$2,082</td>
<td>$0</td>
<td>$2,082</td>
<td>(15.6)</td>
</tr>
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<td>2008-09</td>
<td>$2,082</td>
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Note: The dollars and PYs for each year in the above chart reflect the total change for that year from 2003-04 expenditures, revenues and PYs.

### Endnotes

TO: JPA Board
FROM: Staff
SUBJECT: Polo Fields Lease and Request for Proposal

RECOMMENDATION:
Approve letter to City of San Diego requesting lease conditions be included in RFP.

SITUATION:
At your last Board meeting of September 16, 2011 you directed staff to send a letter to the City of San Diego requesting information regarding the status of the Polo Club lease due to expire in March 2012 (Attachment 1). No response from the City was received. At that time, the concern was that although the existing lease was due to expire no information was available from the City on the status of a potential lease renewal or new lease.

JPA staff recently learned that the City is in fact drafting a Request for Proposal (RFP) for a new lease on the current Polo Fields site. This was confirmed in a recent U-T newspaper article (Attachment 2). From what staff has learned, the City Real Estate Assets Department plans to present a draft RFP to a City Council Committee in January 2012, but no details are available at this time. It is not known whether the RFP would specify a particular use for the site or leave it open.

JPA staff is recommending that limitations or conditions be included in the City’s RFP that would require any new lease meet the conditions of the property grant deed, be consistent with existing zoning, and serve to limit potential impacts on the adjacent river and community. These conditions are listed in a draft letter for your consideration (Attachment 3) and include:
- Any use shall comply with the existing property grant deed, zoning, and MSCP requirements.
- All required parking be provided on-site and managed to minimize impacts to the river.
- A minimum 100-foot wide buffer be maintained from the river. No parking, access roads, or other uses would be allowed in the buffer, with the exception of the public trail.
- No permanent facilities allowed – all structures to be temporary.
- The Coast to Crest Trail be restored along the river and habitat restoration be accomplished as required by the existing grading violation on the property and as reflected in the Site Development Permit issued by the City in July 2011.
- Compliance with CEQA and other environmental laws and permits.
Agenda Item #5  
December 9, 2011

- No amplified music shall be allowed.
- No pavement of the property.
- No night lighting shall be allowed to spill onto adjacent sensitive habitat (i.e., wetlands or upland habitat).
- A new lease or lease renewal be considered at a public hearing.

BACKGROUND:

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 March 2012. 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). The property was deeded to the City of San Diego in 1983 by Watt Industries for public open space along with the land that now contains the Fairbanks Ranch Country Club in exchange for the development of residential lots adjacent to the Country Club.

A grant deed limits uses allowed on the property (Attachment 4). In particular, Exhibit B to the Grant Deed limits the property’s use to specific purposes including:

- agriculture,
- passive non-commercial recreation, and
- active non-commercial recreation that does not involve large assemblages of people or automobiles.

The Polo Club has been operating polo and special events (e.g., subleases for annual soccer tournaments, dog shows, concerts) on the site since 1986 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 many cases, and in particular during the soccer tournaments, adequate on-site parking is not provided and instead parking has occurred on an adjacent currently-vacant privately-owned property. Many of the uses that have occurred over the years appear to be in direct conflict with the restrictions placed on the property in the grant deed regarding prohibition of large assemblages. However, it has been long-known that soccer proponents are searching for land in the area for regular soccer practices and events including properties in the river valley (e.g., former Boudreau property). The annual soccer Surf Cup played at the site over a series of weekends is a national event that draws players from around the country.

The JPA recently learned that Watt Industries (now known as WISD, Inc.), as the Grantor, retained rights of approval for future uses of the property, which is in effect until 2044 (Attachment 5). At the time, Watt Industries was concerned about protecting the property values of their surrounding residential properties so they retained the rights of review and approval for uses on the City property. However, it appears that WISD, Inc. has given its consent to Polo Club to operate uses that otherwise would not have been allowed by the Grant Deed. An example is sports tournaments, which include “large assemblages of people and automobiles” expressly forbidden under the Grant Deed. Although it has been questioned as to the appropriateness of WISD claiming any
“Affected Land” adjacent to the site since they no longer own property in the area, it appears their legal status in the Grant Deed remains until 2044.

More recent history includes a code violation issued on the property by the City in 2005 for illegal grading activity, which required 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, and remove the illegal equestrian track and replace it with a new track elsewhere on the property. The JPA eventually supported the Polo Club’s final plan to correct their violations. However, the corrective work has not begun and it is unknown whether it will occur now that the current lease is expiring. According to the Polo Club, they are working on a grading permit for the restoration work. The violation runs with the property not the lessee so the corrective work should still occur, and should be addressed in an RFP to be required of the new lessee if not completed by the current lessee before the end of the current lease.

CAC RECOMMENDATION:

The CAC is scheduled to consider this item at their December 2nd meeting which has not yet occurred; therefore an oral report of the CAC’s recommendation will be presented at today’s meeting.

ALTERNATIVES

1. Approve draft letter.
2. Make changes to draft letter.
3. Provide other direction to JPA staff.

RECOMMENDATION:

Approve letter to City of San Diego requesting items to be included in RFP.

Respectfully submitted,

Shawna Anderson
Principal Environmental Planner

Attachments:
1. JPA letter dated September 19, 2011
2. U-T article, November 20, 2011
3. Draft JPA letter regarding RFP conditions (hand-out at meeting)
4. Property Grant Deed Exhibit B
5. Letter from Polo Club to City dated September 28, 2011 referencing letter to City from WISD, Inc. dated August 5, 2002
San Dieguito River Valley
Regional Open Space Park
18372 Sycamore Creek Road
Escondido, CA 92025
(858) 674-2270  Fax (858) 674-2280
www.sdrp.org

September 19, 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’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 in 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,

Dick Bobertz
Executive Director

Cc: City Attorney Jan Goldsmith
City of San Diego Councilmembers
Polo club’s city lease will go out to bid
River valley advocates have concerns about use of land

San Diego Polo Club at 14555 El Camino Real in Fairbanks ranch. — John R. McCutchen

Leaders of the San Diego Polo Club say they have built a world-class venue on the property, an 80-acre piece of city land east of the Del Mar Fairgrounds.

The club has spent millions of dollars on improvements — something the city could never have afforded — and paid millions of dollars in rent and taxes over the years, said Ron Bonaguidi, president of the club, also known as the Rancho Santa Fe Polo Club.

“It’s a pretty nice piece of open-space property that’s maintained for the community at no expense to the city,” Bonaguidi said.

Still, city leaders have decided that the club — at the end of a 25-year
Polo club’s city lease will go out to bid

Cox pushes for openness on childhood panel grants

Polo club’s city lease will go out to bid

Also of interest

San Diego will pay price to host PGA play

Landfill step has already been taken

Counsel will review reasons for city audit delay

NCAA water polo will feel like home

Nonprofit comes under fire

lease — will be subject to competition for renewal.

“The polo club can bid on it,” Chief Operating Officer Jay Goldstone said. “Then we’ll evaluate the bids and take what we feel is in the best interests of the city and the community and make a recommendation to the council.”

The property, south of Via de la Valle, was part of a deal that granted 615 acres to the city of San Diego in exchange for permission to build what is now Fairbanks Ranch.

Most of the land was used for the Fairbanks Ranch Country Club, and in 1986 a corner of the property donated by developer Ray Watt was leased to San Diego tycoon Willis Allen and his son-in-law Harry Collins, who organized the San Diego Polo Club.

The 1983 agreement between Watt and the city says the land “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.”

Now neighbors and environmentalists complain the city has allowed the property to be used for soccer tournaments and other events that generate crowds.

“At the time the city entered into a covenant with Watt Industries, they said they were going to keep the polo fields as open space and have limited use,” said Jacqueline Winterer, the Friends of the San Dieguito River Valley president and a former Del Mar mayor.

City officials made it clear, Winterer said, that they support events like the Surf Cup, which attract thousands of people.

“That is contrary to the terms of the grant deed,” she said.

San Diego Polo Club at 14555 El Camino Real in Fairbanks ranch. — John R. McCutchen

Until this month, the city had not committed to putting the lease out to competitive bid. Mayor Jerry Sanders’ spokesman Darren Pudgil said in late October that no decision had been made about the polo club or the expiring lease. The following week, Goldstone said the city does plan to solicit new bids.

That settles one key issue, but others remain.
The San Dieguito River Valley Regional Open Space Park is a joint-powers authority dedicated to building the 55-mile Coast-to-Crest Trail from Del Mar to Julian.

The authority has been pressing City Hall to conduct an environmental study of the effects of so much polo, soccer and other activities on the sensitive habitat. Executive Director Dick Bobertz said it’s good the lease will go up for bid, but the group still has unanswered questions.

jeff.mcdonald@uniontrib.com • (619) 542-4585

Find this article at:

Check the box to include the list of links referenced in the article.

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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. 12530 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. 12730 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. 12730 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-11) 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-

53 ATTACHMENT 4
(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 restroom
    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
    helistops;

(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 granite and soil, and the manufacturing, pro-
    ducing, processing, storing, selling and distributing of
    asphaltic concrete, Portland Cement concrete, concrete pro-
    ducts 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 28, 2011

Mr. Jim Barwick  
Director  
Real Estates Assets Department  
City of San Diego  
1200 Third Ave., Suite 1700, MS51A  
San Diego, CA 92101

RE: Correspondence on Lease Renewal between the City of San Diego and the Rancho Santa Fe Polo Club (dba San Diego Polo Club)

Dear Mr. Barwick,

You may have recently received correspondence from the Friends of the San Dieguito River Valley, and from Olga Diaz, of the JPA Board referencing the lease renewal for the Rancho Santa Fe Polo Club and stating their concern about additional uses of the property not granted in the lease. In these letters, they comment on enforcement of the Grant Deed between Watt Industries and the City of San Diego, and the restrictions therein (dated September 19, 1983).

What they don't refer to, or we assume have no knowledge of, is a subsequent document from Christopher Chase, Secretary and General Counsel, WISD, INC., (formerly WATT Industries) dated August 5, 2002, to Tim Rothans, Deputy Director, Real Estate Assets Department of the City of San Diego wherein they state:

"Section 5 of the Deed allows otherwise prohibited use to occur on the Affected Land if the Grantor (WISD) gives its written consent. WISD hereby consents to the following uses:

1. Dog shows;
2. Soccer tournaments;
3. Lacrosse tournaments;
4. Christmas tree sales;
5. Golf equipment testing;
6. Youth soccer practices; and
7. Up to (but not exceeding) six (6) livestock superintendents/groundskeepers living on site."

P.O. BOX 3035 • RANCHO SANTA FE, CALIFORNIA 92067 • (858) 481-9217 • www.sandiegopolo.com

ATTACHMENT 5
Enclosed is a copy of the letter from Legal Department of WISD. This written consent to additional uses granted to the City of San Diego (and the San Diego Polo Club) by WISD needs to be communicated to not only the JPA, but the other agencies and planning groups concerned with our lease renewal process and the activities that transpire here at the polo club.

Sincerely,

[Signature]

Ron Bonaguidi
President
San Diego Polo Club

cc: Brandi Mulvey, Real Estate Assets Department, City of San Diego
    Jacqueline Winterer, Friends of the San Diego River Valley
    Candice Bowman, Friends of the San Diego River Valley
    Sherri Lightner, San Dieguito River Valley JPA
    Dick Bobertz, San Dieguito River Valley JPA
    Pam Slater-Price, San Diego County Supervisor
    Frisco White, Carmel Valley Planning Board
    Olga Diaz, JPA
    City AttorneyJan Goldsmith
    City of San Diego Councilmembers

Enclosure
August 5, 2002

Tim C. Rothans
Deputy Director, Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4199

Re: City/San Diego Polo Club Lease - City Clerk Doc. #RR-265268
Corporation Grant Deed, Watt Industries/San Diego, Inc. to City

Dear Mr. Rothans:

By a Corporation Grant Deed ("Deed") recorded October 24, 1983, as Document No. 83-382964, Watt Industries/San Diego, Inc., now known as WISD, Inc. ("WISD") granted the City of San Diego ("City") certain land in the Fairbanks Ranch area for use as a country club, golf course and open space. The San Diego Polo Club (the "Polo Club") leases property from the City that the Deed defines as the "Affected Land." As you know, the Polo Club has sought to operate several special events on its leased land. However, several provisions of the Deed arguably prohibit some of these events. For example, Section 4 of the Deed allows only "non-commercial recreational uses" on the Affected Land (paragraph (a)(iii)) and prohibits "large assemblages of people" (paragraph (b)(ix)). The City's lease to the Polo Club includes provisions limiting uses to those consistent with the Deed.

Section 5 of the Deed allows otherwise prohibited uses to occur on the Affected Land if the Grantor (WISD) gives its written consent. WISD hereby consents to the following uses:

1. Dog shows;
2. Soccer tournaments;
3. Lacrosse tournaments;
4. Christmas tree sales;
5. Golf equipment testing;
6. Youth soccer practices; and
7. Up to (but not exceeding) six (6) livestock superintendents/grounds keepers living on site.
This consent is subject to the following:

A. This permission is valid until expressly revoked by WISD by written notice delivered to the City and the Polo Club and need not be renewed each year.
B. Uses 1, 2 and 3 may occur no more than twenty-five (25) days per calendar year cumulatively (not each).
C. The Polo Club, not the City, may decide the dates, terms, sponsors and organizers of each of the above uses consistent with the Polo Club's financial needs.
D. This consent is valid only for the land leased by the Polo Club and only for events permitted by the Club.

WISD suggests the City amend the Polo Club's lease to reflect this letter. Please feel free to call me if you have any questions.

Very truly yours,

WISD, Inc.

Christopher Chase
Secretary and General Counsel

cc: Casey Gwinn, City Attorney
    Will Griffith
    Harry Collins
    Tom Goodspeed
TO: JPA Board
FROM: Staff
SUBJECT: Request to Take Ownership of existing El Camino Real Bridge

RECOMMENDATION:

Approve JPA staff’s recommendation to reject ownership.

SITUATION:

The City of San Diego is proposing to widen El Camino Real from Via de la Valle to San Dieguito Road and replace the existing El Camino Real Bridge with a new bridge. The JPA has been following the progress of this project for several years including working with City staff on design and mitigation issues. In March 2010, your Board approved Resolution R10-2 supporting the concept of the JPA assuming ownership and maintenance of the existing El Camino Real Bridge for use as a public trail connection with the provision that additional information be provided by the City and a final determination be made after considering the new information (Attachment 1). The item before you today is an update of this situation and a request by City engineering staff for a final decision by the JPA. Attachment 2 includes the information recently provided by City staff in response to the JPA resolution.

A Draft Environmental Impact Report (EIR) for this project was circulated for public review in October 2006 and the JPA submitted comments on that EIR (Attachment 3). However, due to changes in the project, the EIR is being revised by the City and will be reissued sometime in 2012. A decision on the ownership and status of the existing bridge is necessary now so that the revised EIR analysis accurately reflects the City’s proposed project.

ISSUES:

The 2006 EIR evaluated six alternatives, one of which, the Eastern Alignment Alternative was identified as the preferred project. The project entails widening the segment of El Camino Real between Via de la Valle and San Dieguito Road including replacing the existing bridge in order to improve the structural integrity of the vehicular crossing, to raise the bridge crossing above the 100-year flood level, to improve traffic capacity and flow, and to improve pedestrian and vehicular access (Attachment 4). The bridge and roadway would be approximately 5 to 10 feet higher in elevation than the existing bridge/roadway, and would include standard sidewalks and bike lanes. The project would also include a trail undercrossing at the north end of the new bridge for the Coast to Crest Trail east/west connection. The trail undercrossing would connect the existing trail on the Polo Club property east of the new bridge to the Horse Park trail segment west of the bridge. Additional details will be provided in the forthcoming
revised Draft EIR and it is anticipated that it will be at least a 45-day public review period.

The assumption for the Eastern Alignment in the previous Draft EIR was that the existing bridge would remain and the City would vacate it to the JPA for non-vehicular trail use. However, for all the other alternative designs the existing bridge would be replaced at its current location and a trail cantilever would be built on the west side of the new bridge to accommodate trail users. The Eastern Alignment would not have a trail cantilever because the existing bridge would be used instead.

**CURRENT SCENARIO:**

As stated in JPA Resolution R10-2 the JPA supported ownership of the bridge “in concept” with the provision of certain information. JPA staff has reviewed the information provided by City staff and concluded that the JPA does not have sufficient evidence to support ownership and maintenance for the following reasons:

1) The project description and the information supplied by City engineers does not provide evidence that there would not be a substantial liability risk to the JPA for potential flood damage during a 100-year (or lesser) flood event should debris become caught and trapped at the existing bridge. The Draft EIR cites this potential occurrence as one of the reasons why the bridge is being replaced. If the old bridge is left in place that situation would not change and the JPA would assume liability for any damage caused by such an event.

2) The JPA would also be responsible if the existing bridge was damaged in an earthquake or other catastrophic event, and repairs could be beyond the financial capacity of the JPA.

3) The JPA cannot take on a financial and liability burden of this magnitude particularly since we remain in a constrained financial situation since the City of San Diego withdrew their JPA funding.

4) Information regarding the “projected annual maintenance cost to the JPA” has not been provided.

5) Several other agencies and organizations, including the JPA, have publicly expressed concern about leaving the existing bridge in place and it is uncertain that the City would in fact be allowed to do that. Concerns include flooding issues, leaving a structure in place that unnecessarily constricts the river channel, and the lack of information regarding the potential benefits to removing the structure.

It is unclear what the City would do with the existing bridge should the JPA not take ownership (i.e., would the City retain ownership and convert it to a trail or remove it?) and whether the Eastern Alignment would include a trail cantilever. The new EIR should address these scenarios. As mentioned above, concerns have been raised by several organizations about leaving the existing bridge in place. In any case, replacement of the El Camino Real Bridge will provide a connecting link to the regional multi-use trail.
network in the area according to the 2006 Draft EIR (page 2-15):

“There are existing and planned regional and community trails in the surrounding area that depend on the El Camino Real bridge as an essential connecting link, including the San Dieguito River Park Coast to Crest Trail and a network of multi-purpose trails in the Pacific Highlands Ranch Specific Plan which are planned to be extended to the west to connect to the Coast to Crest Trail as this portion of the NCFUA is developed.”

Related EIR Comments

The JPA’s comment letter on the 2006 EIR expressed several concerns about the project and analysis. Specifically related to the issue of retaining the old bridge, the JPA’s comments were as follows:

“The Draft EIR states that the project would increase flow velocities in the river (page 3.7-19). This change would occur from essentially creating a dam along El Camino Real north of the river forcing floodwaters into the wider channel instead of a more natural sheet flow across the floodplain. Increased flow velocity could also damage the existing bridge, which is not clearly addressed in Section 3.7. The JPA is concerned that we would be vulnerable to lawsuits regarding flood or seismic damage to the old bridge from a change in hydrologic conditions from the project.”

“Section 3.7 of the Draft EIR does not make clear what is proposed to improve flow under the existing bridge if it was retained. Page 3.7-12 states that for all alternatives the abutment slopes would be steepened to 1.5:1 to allow the new bridge to convey a 100-year storm; but page 2-13 states that for the preferred Eastern Alignment Alternative the “river banks under the existing bridge would not be steepened, only the banks under the proposed bridge”. The DEIR does not demonstrate how the 100-year storm situation would be improved for the preferred alternative if the existing bridge is retained without improvements to convey the stormwater. The JPA cannot retain responsibility for a bridge structure that remains vulnerable to flood damage, or that could cause damage to other properties or structures.”

“The railing proposed for the Eastern Alignment Alternative along the old bridge/new trail (chain link over the existing wood fence) would block views of the river valley and would be a maintenance burden for the JPA. Instead the existing wood railing should be removed and replaced with simple metal posts/pickets spaced no less than 4 inches apart, and 5 to 6 feet high. In addition, the concrete surface of the existing bridge should be scored to provide for a non-slip surface to safely accommodate horses. Also recommend modify striping shown in the DEIR, to specify bikes on outside lanes (closest to edge) and horses and hikers sharing the inside lanes.”

JPA staff is anticipating that the revised EIR will include a more detailed analysis of these issues.
CAC RECOMMENDATION:

The CAC is scheduled to consider this item at their December 2\textsuperscript{nd} meeting which has not yet occurred; therefore, an oral report of the CAC’s recommendation will be presented at today’s meeting.

RECOMMENDATION:

Approve JPA staff’s recommendation to reject ownership.

ALTERNATIVES

1. Approve staff’s recommendation.
2. Provide direction on additional issues/items to include in letter.
3. Give staff other direction.

Respectfully submitted,

Shawna Anderson
Principal Environmental Planner

Attachments:

1. JPA Resolution R10-2
2. Information about existing bridge
3. JPA Comment Letter on 2006 Draft EIR
4. EIR Project Description
RESOLUTION NO. R10-2

RESOLUTION OF THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY BOARD OF DIRECTORS REGARDING CONCEPTUAL SUPPORT FOR RECEIVING OWNERSHIP OF THE OLD EL CAMINO REAL BRIDGE FOR USE AS A MULTI-USE TRAIL

WHEREAS, the El Camino Real Bridge over the San Dieguito River is proposed to be replaced as part of the City of San Diego's widening of El Camino Real from Via de la Valle to San Dieguito Road; and

WHEREAS, the City of San Diego is proposing to leave the existing El Camino Real bridge in place for use as a non-vehicular multi-purpose trail to be owned and maintained by the JPA; and

WHEREAS, the City of San Diego engineering staff has asked for the JPA Board's support to retain ownership and maintenance of the old bridge; and

WHEREAS, the 55-mile long Coast to Crest Trail is planned through this area as a crossing under El Camino Real and will include a trail connection from the south that would benefit from use of the old bridge to accommodate the trail; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1) The Board supports in concept the JPA taking ownership and maintenance responsibility of the existing El Camino Real bridge as a trail with the understanding that the City of San Diego will provide current information as to the existing stability of the bridge, its condition for use as a non-vehicular trail, and projected annual maintenance cost as evaluated by a licensed engineer; and

2) The Board understands that the City will provide information as to the future flooding impacts associated with retaining the old bridge in addition to adding a new El Camino Real bridge and how leaving the old bridge in place would not change/impact flooding hazards; and

3) The Board understands that the City of San Diego will upgrade the existing wood railings on the bridge to meet current safety code requirements for a trail crossing; and

4) The JPA Board shall make a final determination on accepting ownership of the old El Camino Real Bridge after consideration of the aforementioned information, not currently available.
March 19, 2010

PASSED AND ADOPTED THIS 19th DAY OF March, 2010
BY THE FOLLOWING VOTE:

AYES: 3
NOES: 0
ABSENT: 0
ABSTAIN: 2

Richard Earnest, Chair

ATTEST:

Dick Bobertz, Executive Director
November 10, 2011

Shawna Anderson, AICP, Environmental Planner
San Dieguito River Park JPA
18372 Sycamore Creek Road
Escondido, CA 92025

Subject: City of San Diego’s Proposal to Transfer Ownership of Existing El Camino Real Bridge

Dear Ms. Anderson:

As you and I have recently discussed, the City of San Diego has offered to deliver ownership of the existing El Camino Real Bridge to the Joint Powers Authority after construction of the proposed El Camino Real Bridge should the Eastern Alignment alternative be selected and contingent upon the execution of an agreement transferring the ownership of the bridge. The JPA Board of Directors at their March 19, 2010 meeting voted to support in concept taking ownership of the existing bridge but requested additional information from the City.

In response to the four conditions included in Resolution Number R10-2, dated March 19, 2010 please understand that the City is proposing that the JPA accept the bridge “as-is.” Item 1 requests “current information as to the existing stability of the bridge, its condition for use as a non-vehicular trail and projected annual maintenance cost as evaluated by a licensed engineer.” I have attached the most recent “Structure Maintenance and Investigation Report,” dated July 7, 2010, as performed by California Department of Transportation. I also have attached excerpts from the Draft Environmental Impact Report which discusses deficiencies of the existing bridge. Please be advised that the Caltrans inspection and comments in the DEIR are based on evaluation of the bridge for vehicular traffic. The City has not evaluated the bridge’s potential as a non-vehicular trail and the JPA will need to determine the level and cost of the annual maintenance of a bridge that will be used for this purpose.

In response to Item 2 in Resolution Number R10-2, attached are two letters from Rick Engineering, dated October 26, 2011 and May 6, 2009, discussing flooding concerns raised by the JPA.
Item 3 of Resolution Number R10-2 states that the “Board understands that the City of San Diego will upgrade the existing wood railings on the bridge to meet current safety code requirements for a trail crossing.” The City has previously agreed to this.

The City of San Diego is scheduled to re-release a Draft EIR for public review in 2012. Whether the existing bridge is left in place or demolished affects several of the biological studies which are needed for the Draft EIR and studying both alternatives will further lengthen the environmental process. It is necessary for the JPA’s Board of Directors to provide a final determination on accepting the ownership of the existing El Camino Real Bridge. Due to funding grant deadlines, the project cannot be delayed. I would please request that the Board include this item for action at the next scheduled meeting of the JPA Board of Directors.

Sincerely,

[Signature]

Dean Marsden  
Project Manager  
City of San Diego, Public Works – Engineering

Enclosures:  
- Caltrans Structure Maintenance and Investigations Report  
- Excerpts from 2006 Draft EIR for El Camino Real Bridge/Road Widening Project  
- Rick Engineering Letter dated October 26, 2011  
- Rick Engineering Letter dated May 6, 2009

cc:  
Brad Johnson, Senior Civil Engineer, City of San Diego, Public Works – Engineering
May 6, 2009

Ms. Julie Ballesteros
Associate Engineer - Civil
City of San Diego - Engineering and Capital Projects
600 B Street, Suite 800, MS-908A
San Diego, CA 92101-4502

SUBJECT: RESPONSE TO DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR) JOINT POWERS AUTHORITY (JPA) COMMENTS DATED OCTOBER 20, 2006 FOR EL CAMINO REAL ROAD/BRIDGE WIDENING PROJECT (JOB NUMBER 14752)

Dear Julie:

Per your request, the following are our responses to the JPA Comments Nos. 10 and 11 as stated in a letter to Donna Clark, City of San Diego, dated October 20, 2006 from the JPA. This letter was sent to the City of San Diego by the JPA in response to the public circulation of the DEIR for the subject project.

Comment No. 10:

"The Draft EIR states that the project would increase flow velocities in the river (Page 3.7-19). This change would occur from essentially creating a dam along El Camino Real north of the river forcing floodwaters into the wider channel instead of a more natural sheet flow across the floodplain. Increased flow velocity could also damage the existing bridge, which is not clearly addressed in Section 3.7. The JPA is concerned that we would be vulnerable to lawsuits regarding flood or seismic damage to the old bridge for a change in hydrologic conditions on the project."

Response to Comment No. 10:

Based on hydraulic data shown in the report titled, "Hydraulic Study for El Camino Real Bridge Project on the San Dieguito River," dated April 2006 and prepared by Rick Engineering Company, velocities of the river at the existing bridge location (assuming the existing bridge were left in place) would increase slightly due to the construction of the new bridge while water surface elevations would be slightly reduced as a result of the downstream mitigation along the southern river bank. The slight increase in velocity is not considered significant at this location since an existing riprap (rock) blanket protects the existing bridge piers along the channel bottom from scour. From a hydraulic standpoint, the slight reduction in water surface elevations at the existing bridge and presence of an existing riprap blanket offsetting the slight increase to velocities indicates the project will not negatively impact the hydraulic conditions at the existing bridge.

From a structural point of view, the vulnerability of the existing bridge due to seismic events is essentially unchanged by the proposed project.
Comment No. 11:

"Section 3.7 of the Draft EIR does not make clear what is proposed to improve flow under the existing bridge if it is retained. Page 3.7-12 states that for all alternatives the abutment slopes would be deepened to 1.5:1 to allow the new bridge to convey the 100-year storm; but Page 2-13 states that for the preferred Eastern Alignment Alternative the "river banks under the existing bridge would not be deepened, only the banks under the proposed bridge". The DEIR does not demonstrate how the 100-year storm situation would be improved for the preferred alternative if the existing bridge is retained without improvements to convey the stormwater. The JPA cannot retain responsibility for a bridge structure that remains vulnerable to flood damage, or that could cause damage to other properties or structures."

Response to Comment No. 11:

As stated in Response No. 10, the hydraulic study shows that water surface elevations at the existing bridge are slightly reduced in the proposed condition (new bridge while retaining old bridge) than compared to existing conditions. However, under both existing and proposed conditions, overtopping of the existing El Camino Real roadway will occur between the north end of the bridge and Via De La Valle. The preferred alternative does not include modification to the existing bridge since the new bridge has been designed to convey the 100-year event without overtopping. The hydraulic conditions at the existing bridge would remain similar to current conditions with slight differences as described above in Response No. 10.

Please call me if you have any questions.

Sincerely,

RICK ENGINEERING COMPANY

[Signature]

Edgar Cameron
R.C.E. No. 58844, Exp. 06/30/09
Associate

cc: files14752.txt14752.001.doc

Copies with enclosures:
Mr. Brendan Hastie, Rick Engineering Company
Mr. Jim Rucker, T.Y. Lin International
California Department of Transportation  
Division of Maintenance  

Structure Maintenance and Investigations  

BRIDGE  
INSPECTION  
RECORDS  
INFORMATION  
SYSTEM  

The requested documents have been generated by BIRIS.  

These documents are the property of the California Department of Transportation and should be handled in accordance with Deputy Directive 55 and the State Administrative Manual.  

Records for "Confidential" bridges may only be released outside the Department of Transportation upon execution of a confidentiality agreement.
Bridge Inspection Report

STRUCTURE NAME: SAN DIEGUITO RIVER

CONSTRUCTION INFORMATION
Year Built: 1940
Year Widened: N/A
Length (m): 103.6
Skew (degrees): 0
No. of Joints: 1
No. of Hinges: 1

Structure Description: Nine continuous CIP/RC "T" beam girder (with curved soffit) spans with one hinge on six RC wall piers and on 2 RC column (3) bents, all supported on precast concrete pile. End spans are cantilevered.

Span Configuration: (S) 4.0 m, 12.8 m, 5 @ 14.0 m, 12.8 m, 4.0 m (N) c/c

LOAD CAPACITY AND RATINGS
Design Live Load: M-13.5 OR M-15
Inventory Rating: 24.3 metric tonnes
Operating Rating: 40.5 metric tonnes
Permit Rating: PPPPP
Posting Load: Type 3: Legal
Calculation Method: NO RATING ANALYSIS
Type 352: Legal
Calculation Method: NO RATING ANALYSIS
Type 3-3: Legal

DESCRIPTION ON STRUCTURE
Deck X-Section: (W) 0.2 m br, 0.3 m cu, 7.3 m, 0.3 m cu, 0.2 m br (B)
Total Width: 7.9 m
Net Width: 7.3 m
No. of Lanes: 2
Rail Description: Timber
Min. Vertical Clearance: Unimpaired
Rail Code: 0000

DESCRIPTION UNDER STRUCTURE
Channel Description: Natural, well defined.

CONDITION TEXT

CONDITION OF STRUCTURE

The deck has moderate (0.5mm-2mm) and severe (wider than 2mm) transverse cracks and several moderate map cracks scattered throughout.

There is one transverse spall at arch in span #8 (east girder).

There are several minor (less than 0.5mm) and moderate transverse cracks w/light white efflorescence under soffit under span #7 and #8.

There is excessively high and dense vegetation in the channel.

The steel joint plate bolts are loose and rattling at the southbound lane.

There was water and heavy vegetation in the river at inspection time bents 3-7 bottom were not inspected.
ELEMENT INSPECTION RATINGS

<table>
<thead>
<tr>
<th>#Elem</th>
<th>Element Description</th>
<th>Env Qty</th>
<th>Total Units Qty</th>
<th>Qty in each Condition State</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 12</td>
<td>Concrete Deck - Bare Girders/Beam</td>
<td>3</td>
<td>760 sq.m.</td>
<td>760</td>
</tr>
<tr>
<td>101 110</td>
<td>Reinforced Conc Open Column or Pile Extension</td>
<td>3</td>
<td>309 m.</td>
<td>308</td>
</tr>
<tr>
<td>101 205</td>
<td>Reinforced Conc Pier Wall Type</td>
<td>3</td>
<td>6 ea.</td>
<td>6</td>
</tr>
<tr>
<td>101 227</td>
<td>Reinforced Conc Submerged Pile Type</td>
<td>2</td>
<td>1 ea.</td>
<td>1</td>
</tr>
<tr>
<td>101 303</td>
<td>Assembly Joint Seal - Modular Type</td>
<td>3</td>
<td>7 m.</td>
<td>7</td>
</tr>
<tr>
<td>101 312</td>
<td>Enclosed/Concealed Bearing Type</td>
<td>3</td>
<td>1 ea.</td>
<td>1</td>
</tr>
<tr>
<td>101 312</td>
<td>Timber Bridge Railings Type</td>
<td>3</td>
<td>206 m.</td>
<td>206</td>
</tr>
<tr>
<td>101 358</td>
<td>Deck Cracking Type</td>
<td>2</td>
<td>1 ea.</td>
<td>2</td>
</tr>
<tr>
<td>101 359</td>
<td>Soffit of Concrete Deck or Slab Type</td>
<td>2</td>
<td>1 ea.</td>
<td>1</td>
</tr>
</tbody>
</table>

WORK RECOMMENDATIONS

RecDate: 07/27/2010
Action: Remove Vegetation
Work By: LOCAL AGENCY
Status: PROPOSED

EstCost: Remove heavy vegetation in the river for full inspection of bents 3-7.
StrTarget: 2 YEARS
DistTarget: EA:

RecDate: 08/19/2008
Action: Joints-Repair/Clean
Work By: LOCAL AGENCY
Status: PROPOSED

EstCost: Tie up the loose bolted steel plate joint at the southbound lane.
StrTarget: 2 YEARS
DistTarget: EA:

RecDate: 08/19/2008
Action: Deck-Methacrylate
Work By: LOCAL AGENCY
Status: PROPOSED

EstCost: Seal the deck with coat of methacrylate.
StrTarget: 2 YEARS
DistTarget: EA:

RecDate: 05/29/1998
Action: Railings-Repair
Work By: LOCAL AGENCY
Status: PROPOSED

EstCost: Clean and paint timber bridge railing.
StrTarget: 2 YEARS
DistTarget: EA:

Inspected By: MT. Zaarour/ A. Shenouda

Registered Civil Engineer

Printed on: Thursday 09/23/2010 09:37 AM 57C0042/AAAG/19099
STRUCTURE INVENTORY AND APPRAISAL REPORT

*************** IDENTIFICATION **************
(1) STATE NAME: CALIFORNIA 069
(8) STRUCTURE NUMBER 57C00412
(5) INVENTORY ROUTE(ON/UNDER) - ON 150000000
(2) HIGHWAY AGENCY DISTRICT 11
(3) COUNTY CODE 073 (4) PLACE CODE 66000
(6) FEATURE INTERSECTED - SAN DIAMO RIVER
(7) LOCATION FACILITY CARRIED - EL CAMINO REAL
(9) LONGITUDE - 0.3 ML S VIA DE LA VALLE
(11) MILEPOINT/KILOMETERPOINT 0
(12) BASIC HIGHWAY NETWORK - NOT ON NET 0
(13) LRS INVENTORY ROUTE & SUBROUTE
(16) LATITUDE 32 DEG 58 MIN 40 SEC
(17) LANDMARK 117 DEG 13 MIN 48 SEC
(98) BORDER BRIDGE STATE CODE \% SHARE \%
(99) BORDER BRIDGE STRUCTURE NUMBER

********** STRUCTURE TYPE AND MATERIAL **********
(43) STRUCTURE TYPE MAIN - CONCRETE 968
(44) STRUCTURE TYPE APPR - CONCRETE 968
(45) NUMBER OF SPANS IN MAIN UNIT 9
(46) NUMBER OF APPROACH SPANS 0
(107) DECK STRUCTURE TYPE - CIP CONCRETE CODE 1
(108) WEARING SURFACE / PROTECTIVE SYSTEM:
A) TYPE OF WEARING SURFACE - NONE CODE 0
B) TYPE OF MEMBRANE - NONE CODE 0
C) TYPE OF DECK PROTECTION - NONE CODE 0

************* AGE AND SERVICE *************
(27) YEAR BUILT 1940
(106) YEAR RECONSTRUCTED 0000
(42) TYPE OF SERVICE: ON - HIGHWAY 1
(29) LANE(S) ON STRUCTURE 02 UNDER STRUCTURE 02
(29) AVERAGE DAILY TRAFFIC 16000
(30) YEAR OF ADT 1990 (109) TRUCK ADT 2 \%
(19) BYPASS, DETOUR LENGTH 6 KM

*************** GEOMETRIC DATA ***************
(48) LENGTH OF MAXIMUM SPAN 14.0 M
(49) STRUCTURE LENGTH 103.6 M
(50) CURB OR SIDEWALK: LEFT 0.3 M RIGHT 0.3 M
(51) BRIDGES ROADWAY WIDTH CURB TO CURB 7.3 M
(52) ROADWAY WIDTH OUT TO CURB 7.9 M
(32) APPROACH ROADWAY WIDTH (N/S/SHOULDERS) 7.3 M
(33) BRIDGE MEDIAN - NO MEDIAN 0
(34) GASKET Width (35) STRUCTURE PLANKED NO
(10) INVENTORY ROUTE MIN VERT CLEAR 99.99 M
(47) INVENTORY ROUTE TOTAL HORIZ CLEAR 7.3 M
(53) MIN VERT CLEAR OVER BRIDGE EAVY 99.99 M
(54) MIN VERT UNDERCLEAR REF - NOT H/RR 0.00 M
(55) MIN LAT UNDERCLEAR 2 REF - NOT H/RR 0.00 M
(56) MIN LAT UNDERCLEAR LT 0.00 M

************** NAVIGATION DATA **************
(38) NAVIGATION CONTROL - NO CONTROL CODE 0
(11) PIER PROTECTION - CODE
(39) NAVIGATION VERTICAL CLEARANCE 0.0 M
(116) VERT-LIFT BRIDGE NAV MIN VERT CLEAR M
(40) NAVIGATION HORIZONTAL CLEARANCE 0.0 M

******************************* APPRAISAL ****************************
(58) DECK 4
(59) SUPERSTRUCTURE 6
(60) SUBSTRUCTURE 7
(61) CHANNEL & CHANNEL PROTECTION 9
(62) CULVERTS N

********** LOAD RATING AND POSTING **********
(31) DESIGN LOAD - H-13.5 OR H-15 2
(63) OPERATING RATING METHOD - NO RATING ANALYSIS 5
(64) OPERATING RATING - 40.5
(65) INVENTORY RATING METHOD - NO RATING ANALYSIS 5
(66) INVENTORY RATING - 24.3
(70) BRIDGES POSTING - EQUAL TO OR ABOVE LEGAL LOADS 5
(41) STRUCTURE OPEN, POSTED OR CLOSED - A
(113) SUCR CRITICAL BRIDGES 8

************** PROPOSED IMPROVEMENTS **************
(75) TYPE OF WORK - MISC STRUCTURAL WORK CODE 38
(76) LENGTH OF STRUCTURE IMPROVEMENT 103.6 M
(94) BRIDGE IMPROVEMENT COST $821,000
(95) ROADWAY IMPROVEMENT COST $164,200
(96) TOTAL PROJECT COST $1,373,200
(97) YEAR OF IMPROVEMENT COST ESTIMATE 2010
(314) FUTURE ADT 7911
(115) YEAR OF FUTURE ADT 2028

************** INSPECTIONS **************
(98) INSPECTION DATE 07/10 (91) FREQUENCY 24 MO
(92) CRITICAL FEATURE INSPECTION:
(93) CPI DATE A) FRAGMENT CRI DETAIL - NO M A
B) UNDERWATER INSPECTION - NO M B
C) OTHER SPECIAL INSPECTION - NO M C

Printed on: Thursday 09/23/2010 09:37 AM 57C00412/AAG/19099
# Structure Maintenance & Investigations

**Structure Rating Summary Sheet**

**Bridge Name:** SAN DIEGUITO RIVER  
**Structural Element Rated:** Nine continuous CIP/RC "T" beam girder

### Rating Summary

<table>
<thead>
<tr>
<th>DESIGN LOADING</th>
<th>Metric</th>
<th>Critical Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rating Factor</strong></td>
<td><strong>Tonnes</strong></td>
<td><strong>Structure</strong></td>
</tr>
<tr>
<td>Inventory:</td>
<td>0.75</td>
<td>24.3</td>
</tr>
<tr>
<td>Operating:</td>
<td>1.25</td>
<td>40.5</td>
</tr>
</tbody>
</table>

| LEGAL RATING |  
| Type 3 (25T): | 1.00 | Legal | Assigned |
| Type 3S5 (36T): | 1.00 | Legal | Assigned |
| Type 3-3 (40T): | 1.00 | Legal | Assigned |

| PERMIT RATING |  
| 5 Axle Truck: | 1.00 | P | Assigned |
| 7 Axle Truck: | 1.00 | P | Assigned |
| 9 Axle Truck: | 1.00 | P | Assigned |
| 11 Axle Truck: | 1.00 | P | Assigned |
| 13 Axle Truck: | 1.00 | P | Assigned |

**RELEVANT LOAD RATING INFORMATION**

Structure was built 1940; as-built plans were available in BRIS; live load design was H15; it was assigned in accordance to SM&I Decision Document Number: 2010.

**Notes:**

Relevant load rating information:

- Overlay Used In Rating: 0"  
- Rating Method: No rating analysis performed  
- Analysis Tool Used: Assigned  
- Rating/File Location: Bridge Book  
- Control Rating By: Michael T. Zaarour  
- Rating Checked By: Gedion Werreda  
- Rating Type: Assigned by design LFD  
- Summary Prepared By: Michael T. Zaarour

**Signature:**

Mikael T. Zaarour - Registered Engineer

[Stamp: State of California]

Michael T. Zaarour
No. 59212  
09/30/2011  
CIVIL
October 20, 2006

Donna Clark
City of San Diego
Development Services Center
1222 First Avenue, MS 501
San Diego, CA 92101

Subject: El Camino Real Road/Bridge Widening Project #2982
Comments on Draft EIR

Dear Ms. Clark:

We appreciate the opportunity to comment on the El Camino Real Road/Bridge Draft EIR. The JPA Board of Directors considered the DEIR at our October 20, 2006 meeting and while we recognize the need to improve the El Camino Real Bridge for seismic and flood protection, proposed changes to the semi-rural and open vista character of the San Dieguito river valley are a major concern. We feel that the DEIR is inadequate and request that a revised DEIR be circulated for public review reconsidering all the project alternatives per our comments listed below and including new alternatives as described in comment #3. The San Dieguito western river valley is a public treasure that forms the gateway to the 55-mile long regional open space park. We believe that the City's focus on a road and bridge widening project that would only marginally improve traffic flow largely ignores the broader goals of preserving the San Dieguito River Valley.

In addition, widening El Camino Real from Via de la Valle to San Dieguito Road (along with widening a section of Via de la Valle) is not justified at this time. Council President and District 1 Councilman Scott Peters initiated an ad hoc western river valley task force in September 2006 that has already held several meetings to evaluate the land use issues in this area, prompted by the recent proposals to widen El Camino Real and Via de la Valle. The task force should be allowed to complete its work prior to any decisions made on this project. Task force recommendations are expected by January 2007.

Specifically, we have the following comments on the DEIR:

1. As justification for the project, the Draft EIR compares "existing condition" traffic counts taken in July 2003 to the 2030 levels. The EIR should clarify the land use assumptions used in 2003. Since July
2003 much new development has occurred both in the immediate Carmel Valley and Pacific Highlands Ranch vicinity as well as in the large developments to the east and south—Torrey Highlands; Del Mar Mesa; Camino Del Sur, etc. All of these developments would feed traffic into the project area, so, presumably, the traffic counts would be much higher today than in 2003. The proposed increase over today's traffic may be significantly less than the 2500-ADT increase depicted. The Final EIR should thoroughly analyze the difference between traffic volumes counted in 2003 and 2006.

2. LOS definitions include speed limits as shown in Table 3.2-1. Justification for widening the roadway to four lanes should not include LOS levels that assume achievement of high speed limits along this stretch of scenic roadway. LOS levels may not approach E or F if it is determined that a speed limit of 35 MPH along the roadway is reasonable.

3. Visual impacts in the river valley from wider (122 feet vs. 23 feet), longer (354 feet vs. 340 feet), and higher (5-10-ft. higher than current bridge) bridge and roadway should be reduced by reducing the bridge width to the maximum extent possible. The entire project width and scope is excessive. The EIR does not examine other alternatives that would improve circulation but would also be less impactive to visual quality, community character, and endangered species habitat. Recommend adding at least two new alternatives to the Draft EIR analysis, both of which would include an undercrossing for the Coast to Crest Trail and connections from the south for pedestrians, bikes, and equestrians:

a. **Modified Current Road/Bridge:** Modify the existing bridge to meet seismic and 100-year flood standards. This can be done by seismic retrofit as has been done for other bridges throughout the county (increasing the depth of the existing piers) and by increasing the abutment slopes from 2:1 to 1.5:1 to provide additional flow capacity. This alternative would also include cantilevers on both sides of the existing bridge to accommodate bikes and pedestrians (east side) and pedestrian/equestrians (west side). We believe there is sufficient room under the existing bridge to accommodate a raised platform trail for the Coast to Crest Trail. Also included would be improvements at each intersection, such as
roundabouts and extending the right-turn only lane on northbound El Camino Real to eastbound Via de la Valle, to improved flow.

b. **Modified Central Alignment:** Replace the old bridge and roadway with new as proposed for the Central Alignment (i.e., project would be above the 100-year flood as proposed) with the following modifications: road and bridge would consist of 2 12-foot wide traffic lanes instead of 4, with 8-foot bike lanes on both sides, and a 6- to 10-foot wide landscaped median, a 13-foot wide pedestrian/equestrian lane on the west side (equestrian portion would only exist on bridge itself and would end at connection to Coast to Crest Trail, with pedestrian walkway continuing on the road), and a 5-foot wide pedestrian walkway on the east side. This alternative would also include modifications at the intersections (such as roundabouts) to improve flow. A ramp would also be provided on the west side/north end of the bridge to access the Coast to Crest Trail undercrossing. With this configuration, the total width of the bridge would be 64 to 68 feet wide (depending on the width of the median).

4. A traditional box girder design does not meet the objectives to minimize the visual impacts. The box girder is too straight with no visual relief. The design should replicate the existing bridge in style with arched columns to provide visual interest.

5. The EIR should include a cross section of the bridge similar to Figure 2-1 for the expanded roadway to clearly depict and label the proposed features.

6. View blockage is significant and is not fully mitigated just by changing the railing type on the new bridge (page S-5). View blockage to the west and east from the trail and public property (Polo Club site) would not be mitigable. The EIR does not make it clear that the new road/bridge would be 5 to 10 feet higher than the existing condition—it is only stated once on page 2-7 and is not stated at all in the visual impact analysis. In addition, public presentations from City Engineering staff stated that the new bridge would be 12 feet higher than the existing bridge. The DEIR bases conclusions on inaccurate and vague information.
7. Fencing for a cantilever can be designed using vertical pickets rather than chain link so as not to further block views to the west. Visual impacts should be the same for all alternatives including the preferred, and significance should not be based on a chain link cantilever railing. The JPA's recommendation for the cantilever railing is a 2-foot high solid toe plate with 6 foot high railing on top for a total height of 8 feet to provide safe use for horses. The fence can be made of vertical metal pickets spaced at 4 inches apart up to 42 inches high (required by building code), but increased spacing above 42 inches to increase views through the fence. This design has been used successfully at the JPA-designed cantilever along Bandy Canyon Road in the San Pasqual Valley.

8. The railing proposed for the Eastern Alignment Alternative along the old bridge/new trail (chain link over the existing wood fence) would block views of the river valley and would be a maintenance burden for the JPA. Instead the existing wood railing should be removed and replaced with simple metal posts/pickets spaced no less than 4 inches apart, and 5 to 6 feet high. In addition, the concrete surface of the existing bridge should be scored to provide for a non-slip surface to safely accommodate horses. Also recommend modify striping shown in the DEIR, to specify bikes on outside lanes (closest to edge) and horses and hikers sharing the inside lanes.

9. The Draft EIR does not address the issue of debris potentially becoming trapped by floodwater against the old bridge if retained. Page 1 of the Draft EIR cites insufficient room to pass debris under the existing bridge during flooding conditions; but the Draft EIR fails to address this issue for the preferred alternative, which retains the old bridge.

10. The Draft EIR states that the project would increase flow velocities in the river (page 3.7-19). This change would occur from essentially creating a dam along El Camino Real north of the river forcing floodwaters into the wider channel instead of a more natural sheet flow across the floodplain. Increased flow velocity could also damage the existing bridge, which is not clearly addressed in Section 3.7. The JPA is concerned that we would be vulnerable to lawsuits regarding flood or seismic damage to the old bridge from a change in hydrologic conditions from the project.
11. Section 3.7 of the Draft EIR does not make clear what is proposed to improve flow under the existing bridge if it was retained. Page 3.7-12 states that for all alternatives the abutment slopes would be steepened to 1.5:1 to allow the new bridge to convey a 100-year storm; but page 2-13 states that for the preferred Eastern Alignment Alternative the "river banks under the existing bridge would not be steepened, only the banks under the proposed bridge". The DEIR does not demonstrate how the 100-year storm situation would be improved for the preferred alternative if the existing bridge is retained without improvements to convey the stormwater. The JPA cannot retain responsibility for a bridge structure that remains vulnerable to flood damage, or that could cause damage to other properties or structures.

12. The Draft EIR does not address potential impacts on marsh habitat as a result of increased flow velocity in the river. Page 45 of the Natural Environment Study Report states that "100-year flood velocities with the proposed project would be the same as predicted for existing conditions". This is incorrect, and in fact, the Draft EIR and hydrology study state that 100-year velocities would increase in the river corridor from downstream of the existing bridge to upstream of the new bridge. Please also see comment #13.

13. The hydrologic conditions that exist in the project area are critical to the survival of the significant clapper rail population. A detailed study of the hydrologic conditions along this segment of river should be conducted to understand the conditions that allow this endangered species to thrive in this location, and to accurately evaluate impacts to the population from this project. The clapper rails prefer slow-moving and ponding water with stands of emergent marsh vegetation to hide, feed and nest. The Draft EIR must evaluate whether the project would change these conditions. Increasing the cfs or other hydrologic changes could change conditions enough to impact the population. The hydrology should be maintained and also duplicated on the mitigation site to provide conditions favorable to the species. This entire issue is completely missing from the Draft EIR, and is the key to determining the significance of the project's impact on the survival of the clapper rail population.

14. All of the proposed alternatives would significantly impact habitat for the clapper rail. The mitigation project should be implemented prior to
the impacts occurring for the project to provide substitute habitat opportunities for the rails during the construction disturbance of the river corridor.

15. The Clapper Rail population was found primarily under and to the east of the existing bridge. Therefore, the alignment of the preferred alternative to the east would impact more rail pairs than any of the other alternatives and would potentially fragment the habitat by cutting off the area west of the new bridge from the habitat to the east. The habitat between the existing and new bridge should also be counted as impacted. The Eastern Alignment appears to have greater permanent impacts to the endangered species than the other alternatives – despite the shorter construction schedule.

16. The DEIR partially justifies the preference of the Eastern Alignment based on the fact that it would result in fewer impacts to the clapper rails during construction because it reduces the construction period to two seasons instead of three. However, the DEIR does not discuss whether retaining the old bridge would benefit the species at all. Are there any benefits to the species from removing the bridge? The Eastern Alignment would cause more permanent impacts to the habitat because two bridges would result in less overall habitat and potentially affect the hydrologic conditions favorable to the species (see comments above). Therefore, it doesn’t seem that the reduced number of construction seasons outweighs the greater permanent impacts.

17. Considering the significance of this population of clapper rails, the project site and mitigation site should both be incorporated into a long-term ongoing monitoring effort. The proposed 5-year monitoring and maintenance period at the mitigation site is inadequate and does not guarantee its success, which should be a long-term preserve to replace lost habitat from the project. The project should implement or at least contribute a fair share contribution to add both areas to long-term monitoring sites. Long-term management should also be required to maintain the existing population (and hopefully a future population at the mitigation site) as is done for other large populations in the state. The need for long-term management to maintain and hopefully recover this species is well documented in the Management and Population Assessment (Zembal et al., 1997) and annual status and distribution reports (Zembal et al).
18. The Draft EIR does not evaluate whether adding a new bridge while retaining the old bridge would impact the wildlife corridor by adding further obstructions to wildlife movement (compared to replacing old bridge with new bridge). The Draft EIR (pages 3.12-47 and 3.12-49, #4) states that the new bridge would “improve” the function of the wildlife corridor because it would be higher and consist of fewer piles. However, it does not explain how the preferred alternative would “improve” the function since the existing bridge would remain. Would adding new piers while leaving the old piers in place create a cumulative impact to wildlife movement?

19. The Natural Environment Study Report, page 41, mentions the wildlife corridor culvert required by the MHPA guideline and states that because the project is north of the existing culvert at Gonzales Canyon, the project will not include such a culvert. While it is true that the proposed project is north of the existing culvert, the MHPA guideline does not state how such a culvert would be built. Since the proposed project is within the MHPA and would significantly impact wildlife and habitat within the wildlife corridor, appropriate mitigation should include a fair share contribution to implementing the MHPA guideline for constructing a wildlife corridor culvert.

20. Views of the river valley to the west from the City-owned Polo Club property would be blocked by the new bridge. The property is part of the Fairbanks Ranch Country Club Specific Plan and was deed restricted as open space in 1983 as part of the mitigation for development of Fairbanks Ranch, and was dedicated as open space to the City - views are public. The statement on page 3.1-16 that views to the west are “not public views” is incorrect and should be reevaluated. The impact from raising the bridge and road by 5 to 10 feet within a sensitive river valley, most of which is a public open space preserve, is significant and mitigation must be provided or the project redesigned to reduce impacts to less than significant.

21. The Draft EIR should address the issue of potentially removing City-owned open space land for new right-of-way needed for the Eastern Alignment. Would there be a net loss of open space? This is not evaluated in the EIR. Any loss of open space should be mitigated, possibly by transferring unused road right-of-way to public open space.
22. The paragraph on page 3.1-57 regarding Polo Club lease area should also state that the Coast to Crest Trail (public trail) alignment must also be retained or replaced if impacted.

23. Cumulative Effects Section 4.3 mis-characterizes the project area by stating that the projects list (Table 4-1) reflects a “trend toward creating views of urban development” (Section 4.3.2.2). In fact, over 600 acres of previously development-zoned land within the City of San Diego (from I-5 to El Camino Real) has been converted to open space through public acquisition over the last ten years to preserve the western river valley, reflecting the trend to actively preserve the wetlands and river corridor. Even in 1983 with the approval of the Fairbanks Ranch Specific Plan, the City acknowledged the “unique opportunity” to preserve several hundred acres of land as open space (this land was subsequently leased to the Fairbanks Ranch golf course and polo fields). The San Dieguito River Park Concept Plan and JPA’s Park Master Plan for this area documents this trend. The “urban” projects listed in Table 4-1 only represent smaller projects proposed or approved most recently (most outside of the valley itself) and does not accurately represent the trend of preserving the river valley. Land use and visual impacts to the preserve from widening and raising El Camino Real would be significant.

24. The Draft EIR should include a visual simulation of JPA mitigation site with clearer view of the proposed berms.

25. Section 3.4.3.2 (page 3.4-4) does not address the significance of the dirt road along the edge of the proposed triangular staging area (according to Figure 3.1-1 the dirt road appears to be within the right-of-way for El Camino Real and connects to Old El Camino Real). This road may be a remnant of Portola’s 1769 expedition but the Draft EIR does not address this particular segment. The concern is that this section may be the only remaining piece of this historic event that still retains some integrity.

26. The EIR states that for all but the Eastern Alignment Alternative, currently buried utilities would have to "be relocated vertically because the proposed road elevation would change," [2-26-17]. Not only should all buried lines remain buried; all utilities in this corridor should be placed on the City’s priority list to bury utilities.
We hope that these comments will be fully discussed and analyzed in a revised Draft EIR for public consideration before any actions are taken on a Final EIR. Please feel free to call Shawna Anderson of our staff should you wish to discuss our comments further. We look forward to continued dialogue with the City on this important project.

Sincerely,

Ed Gallo
JPA Board Vice Chair

Cc: Jim Waring
Hi Donna,

I wanted to confirm that you received our JPA comment letter on the ECR Draft EIR. We faxed it on Friday, and the original is in the mail to you.

I also wanted to add a comment that was not made clear in our letter: The JPA would be opposed to any new bridge design that does not accommodate a Coast to Crest Trail undercrossing along the north side of the river.

Thank you!

Shawna

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SECTION 1
INTRODUCTION AND ENVIRONMENTAL SETTING

1.1 BACKGROUND

1.1.1 Existing Facility

The City of San Diego (City) proposes to modify the segment of El Camino Real between Via de la Valle and San Dieguito Road in order to improve the structural integrity of the bridge over the San Dieguito River, alleviate problems associated with high flood events, improve pedestrian and vehicular access to nearby coastal and recreational resources, relieve traffic congestion, and improve consistency with the adopted land use plan for the project area.

The project area is in the northwestern part of the City of San Diego. The City of Del Mar is to the west, the Fairbanks Ranch Country Club development within the City of San Diego is to the east, and County of San Diego lands are to the north. The road being modified is El Camino Real from Via de la Valle on the north to San Dieguito Road on the south. This portion of El Camino Real, classified as a 2-lane collector, is approximately 2,400 feet long, 23 feet wide, has one travel lane in each direction, and has no shoulders, bike lanes, or pedestrian walkways. The road segment includes a bridge over the San Dieguito River that is 340 feet long and 27 feet wide. The San Dieguito River crosses under El Camino Real approximately 1,500 feet south of Via de la Valle.

In this location, El Camino Real would be inundated during a 100-year flood at several low points north of the river. Although the bridge surface would not be inundated, the 100-year flood level would rise to the bottom of the bridge deck, so there is not adequate room to allow debris to pass under the bridge. In addition, the bridge is not structurally adequate for the local seismic conditions, because the piles are relatively shallow and buried in sediments that could fail in an earthquake due to liquefaction. In addition, this segment of El Camino Real is subject to severe congestion during peak travel times. As discussed in Section 1.3.1, the segment of El Camino Real included in the project currently operates at Level of Service (LOS) F at peak hours, reflecting congested traffic conditions.

Modifications to Via de la Valle from El Camino Real on the west to El Camino Real North on the east are also part of this project. As discussed in Section 1.3.1, this segment of Via de la Valle also operates at Level of Service (LOS) F. Most of this segment would need to be widened for appropriate transitions from widened El Camino Real.

The nearest freeway access to the project site is from Interstate 5 and the Via de la Valle interchange, approximately 1.4 miles to the west. Interstate 5 also can be accessed from Del Mar Heights Road, which is approximately 1.5 miles south of the project.

The vicinity of the project site is shown in Figure 1-1. The project area is shown in Figure 1-2.

1.1.2 Proposed Project

The proposed improvements include raising and widening El Camino Real roadway and replacing the bridge with a structure that is higher, wider, and has deeper piles. Approximately 1,000 feet of Via de la Valle also would be widened to accommodate new turn lanes from El Camino Real,
and a new, larger drainage ditch would be constructed along the southern edge of Via de la Valle, from existing El Camino Real to El Camino Real North.

1.1.3 Environmental Document Intended Use

This is a Project Environmental Impact Report (EIR) as defined by Section 15161 of the California Environmental Quality Act (CEQA) Guidelines, and will be certified by the City. The format and content of this EIR comply with CEQA guidance and issues raised during public scoping. The document organization was designed to comply with the City of San Diego Environmental Impact Report Guidelines updated May 2005, and the City of San Diego Scope of Work for Draft Environmental Impact Report/Environmental Assessment (EIR/EA) for the El Camino Real Road Widening/Bridge Replacement Project (LDR No. 42-0351, PTS No. 2982) updated and reissued November 6, 2002.

In general, the intended use of this document is to provide decision-makers and the public with information about the consequences of the proposed build alternatives. Project-related consequences were determined by describing existing conditions, superimposing a given alternative on this setting, and then analyzing the effects that would occur if that project alternative were implemented. This process was conducted separately for each environmental issue examined, including land use, traffic/circulation, hydrology/water quality, and biological resources.

Six build alternatives, one of which is preferred by the City of San Diego Transportation and Drainage Design Division, which is the applicant department in the City, are analyzed at an equal level of detail in this EIR. This was done because federal funding was requested from and has been obligated by the Federal Highway Administration (FHWA) for improvements to the bridge through the Highway Bridge Replacement and Rehabilitation (HBRR) program (now the Highway Bridge Program, or HBP). Therefore, the National Environmental Policy Act (NEPA) must be satisfied as well as CEQA. FHWA is the lead agency under NEPA. The California Department of Transportation District 11 (Department) is the local assistance liaison between the City and FHWA. A separate Environmental Assessment (EA) that meets the guidelines of FHWA and the Department is being prepared to satisfy NEPA. Multiple alternatives were analyzed in detail in this EIR to facilitate consistency with the separate EA. Also to facilitate consistency between this EIR and the EA, discussions of project purpose, project need, and independent utility and logical termini in accordance with Department/FHWA guidelines are included in this section of this EIR.

The environmental review process will not be complete until FHWA signs a Finding of No Significant Impact (FONSI) for the separate EA. Until the FONSI is signed, the City cannot access federal funds for final design, right-of-way arrangements, or the construction bidding process. In addition, as explained in Section S.1.2, FHWA will not provide federal funding for an alternative that is not considered feasible under NEPA.

1.2 PROJECT PURPOSE

The purposes of the proposed project are the following:

1) To provide structurally sound and operationally efficient access across the San Dieguito River during flood and non-flood events

2) To help achieve the goals of the SANDAG Regional Transportation Plan
3) To provide congestion relief in order to improve traffic flow

4) To obtain improved consistency with the applicable land use documents in the project area

5) To improve pedestrian and vehicular access to nearby coastal and recreational resources

1.3 PROJECT NEED

The specific problems associated with the existing transportation facility involve several categories of needs. These are 1) capacity and transportation demand, 2) roadway and bridge deficiencies, 3) local land use plan and policy consistency, and 4) regional transportation plan consistency.

1.3.1 Capacity and Transportation Demand

Level of Service (LOS) is a standard by which the operating conditions of a given roadway segment or intersection is measured. Level of service is defined on a scale of A to F, where LOS A represents free flowing traffic conditions, LOS C represents stable flow with speed and maneuverability more closely controlled by higher traffic volumes, and LOS F represents forced flow, many stoppages, and low operating speeds. The City of San Diego encourages operation of LOS D or better at intersections and on roadway segments, although LOS D is acceptable in high density areas. LOS D represents conditions approaching unstable flow.

Analysis of existing roadway level of service was conducted for El Camino Real and Via de la Valle. El Camino Real between Via de la Valle and San Dieguito Road is categorized as a 2-lane collector and carries more than 17,000 cars per day in terms of average daily traffic (ADT). An unacceptable LOS E for this type of road would be generated with 10,000 ADT. Therefore, this segment of El Camino Real currently operates at LOS F conditions. In the future year 2030, El Camino Real between Via de la Valle and San Dieguito Road is projected to carry 28,500 ADT in the No Build scenario, resulting in more severe congestion.

Via de la Valle between El Camino Real and El Camino Real North is categorized as a 2-lane collector and carries nearly 20,000 ADT. An unacceptable LOS E for this type of road would be generated with 10,000 ADT. Therefore, this segment of Via de la Valle currently operates at LOS F conditions. In the future year 2030, Via de la Valle between El Camino Real and El Camino Real North is projected to carry 23,500 ADT in the No Build scenario, resulting in more severe congestion.

1.3.2 Bridge and Roadway Deficiencies

1.3.2.1 Bridge Seismic Issues

Based on the study of geotechnical and structural conditions conducted for this project (Ninyo & Moore 2005), the existing bridge is vulnerable to damage in a severe seismic event. The top 20 feet of the existing, 33-foot-deep bridge piles are set in sediments that could liquefy in an earthquake (meaning the sediments would change from being solid sand or silt to being in a liquid state due to vibration). In a liquefied state, the formation would lose lateral capacity, and not be able to hold the piles securely. The geotechnical report concluded that the bridge abutment slopes could slide in a major earthquake. Although the bridge approaches are built such that they do not
need to be supported by the embankments (i.e., the roadway at either end of the bridge is “cantilevered” into the embankments), the slope failure would damage the road to a point where cars could not cross the bridge. The geotechnical study for this project also indicates that the potential for strong ground shaking is high. Therefore, based on the geotechnical study, the bridge is susceptible to becoming unusable after an earthquake because the embankments could slide and the piers could shift.

1.3.2.2 Substandard Flood Level Clearance

Hydraulic analyses to determine flood elevations in the river channel upstream and downstream of the bridge indicate that the 100-year water surface elevation would rise above the bottom of the bridge, but would not overtop the bridge deck. The 100-year water surface elevation was estimated to be at 20.2 feet above mean sea level (msl). The top part of the existing bridge (superstructure) is composed of open girders that vary in thickness, forming an arch shape between each pier wall. Therefore, the underside of the bridge is at different elevations across the bridge, and is lower at the north end than at the south end. The elevations of the underside of the bridge in the middle of the spans between the piers are higher than 21 feet above msl, meaning the middle of each span is above the 100-year flood level. However, at the northern pier wall, the underside of the bridge is at an elevation of approximately 19 feet above sea level. Therefore, the existing bridge does not completely convey the 100-year flood. Debris in the river carried during a large flood event could be trapped at the bridge, further decreasing capacity. Debris and flood flows could also damage the gas pipeline mounted on the bridge. Therefore, the entire bridge should be raised above the 100-year flood level. Requirements of the Department for a typical box girder type bridge include the low chord being above the elevation of the 50-year flood plus 2 feet of extra height above the flood level (freeboard), or the elevation of the 100-year flood, whichever is greater.

1.3.2.3 Scour

Hydraulic modeling of the river in the study area indicates scour (erosion) of the channel bed during high flow events could be deep. There are two components of scour, “contraction” scour and “local” scour at piers. The contraction scour can result from a reduction of the flow area, an increased flow at the bridge, or both. The scour is the result of increased velocities and shear stress on the channel bed. Local scour around piers, abutments and embankments is caused by an acceleration of flow around obstructions in the path of the water flow. A rip rap (rock) layer was placed under the river bottom to prevent the sewer pipeline that crosses the river near the bridge from being undermined. This existing buried rip rap layer also protects the existing bridge foundation footings. However, without the rip rap “blanket,” potential scour could extend as deep as elevation 15 feet below msl. The bottom of the existing bridge footings are at elevation 0 feet msl, which indicates that potential scour could undermine the existing footings and expose piling. This finding indicates that the new bridge should have deeper pile cap foundations, or use a type of pier that would not require pile caps. To correct the issue of potentially deep scour, the project would construct a new bridge with piles made of concrete cast in holes drilled deep into the ground. The piles would extend approximately 90 feet into the ground, so would not be susceptible to damage from scour. Also, any of the rip rap blanket that would have to be moved during construction would be replaced.
AGENDA ITEM #7

December 9, 2011

TO: JPA Board

FROM: Staff

SUBJECT: Reach the Beach Trail Study

RECOMMENDATION:

Give conceptual approval to the preferred trail alignments presented today and direct staff to proceed with the feasibility study using the identified trail alignments.

In March of this year, your Board was presented with a progress report on the Reach the Beach Trail Feasibility Study being conducted by JPA staff and funded by the State Coastal Conservancy. The study is to evaluate various trail alignment alternatives to extend the Coast to Crest Trail to the beach in Del Mar, choose a preferred alignment, and prepare engineering plans and environmental analysis for the chosen alignment. Based on input received from the Trails Committee, the CAC, Del Mar Lagoon Committee, affected agencies (SANDAG, 22nd District Agricultural Association, Del Mar), and from the public workshop held in April 2011, a preferred trail alignment has been selected for your consideration. Additional analysis will be conducted for the preferred alignment including a wetlands survey, engineering design, and additional environmental analysis.

The study will include project details to extend the Coast to Crest Trail to the beach from its current terminus just east of Jimmy Durante Boulevard in Del Mar, a distance of approximately one mile. This trail extension would represent the western end of the regional trail: the “Coast” in Coast to Crest. The access path at the beach (aka dog beach) constructed by Southern California Edison represents the destination for this trail. Currently horses are not permitted to travel on the existing lagoon trail west of Interstate 5 per the Coastal Commission’s permit condition. At the time that the Coastal Commission approved the lagoon trail in 2005, they determined that they would not approve having horses on the trail west of I-5 until an alignment was identified that would get all three user groups (hikers, mountain bikers and equestrians) all the way to the beach. The Coastal Commission agreed to reconsider the prohibition of horses once such an alignment was identified. This plan is meant to accomplish that condition. Please note that the grant does not include funds for construction.

Several alternative trail routes were identified and evaluated by staff and by the above-mentioned groups and the CAC. Based on the information collected and opinions expressed by many, JPA staff has identified a preferred trail route that consists of two components:
Agenda Item #7  
December 9, 2011

- Coast to Crest Trail route along the north side of the San Dieguito River, along the Fairgrounds property and under the railroad to the beach.
- Pedestrian-only connector trail from Jimmy Durante Boulevard to the existing Riverpath Del Mar with the potential for a trail undercrossing at the railroad in conjunction with the future double-tracking of the railroad. The optimal crossing of Hwy 101 will be deferred to the City of Del Mar. This alignment is primarily based on using existing trails.

Both of these trail routes will be explained in more detail with accompanying maps at today’s meeting. The completed study will be presented at your February 2012 meeting. The grant has a deadline of February 29, 2012 to complete the study.

**CAC RECOMMENDATION:**

The CAC is scheduled to consider this item at their December 2nd meeting which has not yet occurred; therefore, an oral report of the CAC’s recommendation will be presented at today’s meeting.

**CITY OF DEL MAR LAGOON COMMITTEE RECOMMENDATION:**

JPA staff and project consultants met with the Del Mar Lagoon Committee in March 2011, and the Committee members have provided additional input into the Study. The Committee has not reviewed the proposed preferred alignment and has not taken action to approve it at this time. JPA staff will meet with the Committee for further input in the next phase of the Feasibility Study prior to completing the Study in February 2012.

**FINANCIAL IMPACT:**

None. The project is funded by a grant from the California Coastal Conservancy.

**RECOMMENDATION:**

Give conceptual approval to the preferred trail alignments presented today and direct staff to proceed with the feasibility study using the identified trail alignments.

**ALTERNATIVES**

1. Approve staff’s recommendation.
2. Provide direction on alternatives for further study.
3. Give staff other direction.
Respectfully Submitted,

Shawna C. Anderson, AICP
Principal Environmental Planner