

## DOCKET SUMMARY

\*\*\*Italicized items will be heard at the Council Docket Briefing\*\*\*

Monday  
January 28, 2008

Item	Item Summary	District	Brief Or Summary	Staff
200	Variable Rate Debt and Derivatives Workshop for the City Council	All	Summary	Stacy
201	<i>City Council Budget Priorities for Fiscal Year 2009</i>	<i>All</i>	<i>Summary</i>	<i>Stacy</i>

Tuesday  
January 29, 2008

## SPECIAL ORDERS OF BUSINESS

Item	Item Summary	District	Brief Or Summary	Staff
30	Hosseini Ruhi Day	All	None	James
31	Dr. Ruth Riedel Day	All	None	James
32	Doug Beckham Day	All	None	James

## ADOPTION AGENDA, CONSENT ITEMS

Item	Item Summary	District	Brief Or Summary	Staff
50	Appropriation of Funds and Third Amendment to Agreement with Dokken Engineering for the State Route 163 and Friars Road Project	D6	Summary	James
100	Reo Drive Streetscape- Phase II	D4	Summary	James

<b>101</b>	<b>Authorization to Change Proposed Location of Chollas Creek Workforce Housing Grant</b>	D8	Summary	James
<b>102</b>	<b>Appointments and Reappointments to the Community Forest Advisory Board</b>	All	Summary	John
<b>103</b>	<b>Appointments and Reappointments to the Historical Resources Board</b>	All	Summary	John
<b>104</b>	<b>Settlement Agreement Regarding Coastal Law Enforcement Action Network v. City of San Diego, et al; City of San Diego v. Air California Adventure, LLC, et al.</b>	All	Summary	James
<b>NOTICED HEARINGS, DISCUSSION ITEMS</b>				
<b>330</b>	<i>Adoption of the City's 2008 State and Federal Legislative Program</i>	<i>All</i>	<i>Summary</i>	<i>John</i>
<b>331</b>	<i>Revision to Council Policy 700-02-Community Development Block Grant Program</i>	<i>All</i>	<i>Brief</i>	<i>Jamie</i>
<b>332</b>	<i>Amending the San Diego Municipal Code Relating to Regulation of Oversized Vehicles</i>	<i>All</i>	<i>Summary</i>	<i>Jamie</i>
<b>333</b>	<b>Appointment of Mary Lewis to Auditor/Comptroller</b>	All	Summary	James
<b>334</b>	<b>Barrio Logan Community Plan Update Planning Consultant Contract Agreement</b>	D8	Summary	Steve
<b>335</b>	<b>1244 Oliver Tentative Map</b>	D2	Brief	Steve
<b>336</b>	<b>Soledad Mountain Road Undergrounding Utility District</b>	D2	Summary	James
<b>REDEVELOPMENT AGENCY</b>				
<b>1</b>	<b>Barrio Logan Community Plan Update Planning Consultant Contract Agreement</b>  <b>*Companion to Item 334*</b>	D8	Summary	Steve
<b>HOUSING AUTHORITY</b>				
	<b>No Items</b>			

**CITY COUNCIL OF THE CITY OF SAN DIEGO  
CLOSED SESSION DOCKET  
FOR  
MONDAY, DECEMBER 3, 2007  
CITY ADMINISTRATION BUILDING  
COMMITTEE ROOM – 12<sup>TH</sup> FLOOR  
202 “C” STREET  
SAN DIEGO, CA 92101**

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**NOTE:** In accordance with the San Diego City Council Permanent Rule for Noticing and Conduct of Closed Session Meetings, adopted on February 28, 2005, a portion of the regular open meeting agenda of the City Council has been reserved for City Attorney comment, public comment, and City Council discussion of the content of this Closed Session Docket. **Public testimony for this Closed Session Agenda will be taken today during the 2:00 p.m. Council meeting.**

**Conference with Legal Counsel - existing litigation, pursuant to California Government Code section 54956.9(a):**

**CS-1 *City of San Diego v. Willkie Farr and Gallagher, LLP*  
San Diego Superior Court Case No. 37-2007-00072584-CU-BT-CTL**

EACA Assigned: D. McGrath

This is a lawsuit filed by the City of San Diego against Willkie Farr and Gallagher, LLP. In closed session, the City Council will meet with Executive Assistant City Attorney Don McGrath, II, and Bryan Vess regarding prosecution of the lawsuit.

**CS-2 *Insurance Company of the State of Pennsylvania v. City of San Diego*  
United States District Court Case No. 02-CV-0693**

EACA Assigned: D. McGrath

This matter relates to AIG insurance carriers bad faith in its duty to defend. In closed session, the City Attorney and Kristine Wilkes of Latham and Watkins and Harry Levine will update the City Council and the Mayor on the case and fees.

**CS-3 *Harvey Furgatch v. San Diego Unified Port District, et al.*  
San Diego Superior Court Case No. GIC 775242**

DCA assigned: J. Riley

Plaintiff alleges his lawsuit was a substantial factor in causing the termination of the purchase and sale agreement for the transfer of property (Tailgate Park) from the City to the San Diego Unified Port District. The City Council will be advised of the status of this litigation and requested to waive the privilege and disclose closed session transcripts from prior meetings for the purpose of defending this lawsuit.

**CS-4 *Coastal Law Enforcement Action Network v. City of San Diego;*  
*Air California Adventure, LLC; David Jebb - (Complaint);*  
*City of San Diego v. Air California Adventure, LLC;*  
*Air California Adventure, Inc.; David Jebb; Maya Jebb - (Cross-complaint)*  
**San Diego Superior Court Case No. GIC861914****

DCA Assigned: M. Dickenson

This matter is a challenge under the California Coastal Act relating to the City's lease of the property known as the Torrey Pines Gliderport. The City Attorney will update the Mayor and City Council on the status of the litigation and requests that the Mayor and City Council consider settlement of this case in closed session.

**Conference with Legal Counsel - anticipated litigation - initiation of litigation, pursuant to California Government Code Section 54956.9(c):**

**CS-5 *Proposed litigation against the California State University Board of Trustees***

DCA Assigned: C. Fitzgerald

To consider initiation of litigation challenging the Final Environmental Impact Report for the SDSU 2007 Master Campus Plan Revision.

**CS-6 *Proposed litigation against Aviation International, Inc.***

DCA Assigned: J.Serrano

To consider litigation against Aviation International, Inc., a California corporation (Juan Escalante, officer), which leases City owned land at Brown Field Airport and is in default on the terms of its lease.

**CS-7 *San Diego Navy Broadway Complex Coalition v. City of San Diego, et al.*  
**San Diego Superior Court Case No. GIC 880444****

DCA Assigned: M. Dickinson

This matter is a challenge under the California Environmental Quality Act relating to the City's environmental determinations for the Navy Broadway Complex. The City Attorney will update the Mayor and City Council on the status of the litigation in closed session.



**Conference with Real Property Negotiator, pursuant to California Government Code  
Section 54956.8:**

**CS-8 Property: 6929 Curran Street, San Diego, CA. 92154**

Agency Negotiator: Michael Tussey and Christian Anderson

Negotiating Parties: Aviation International Inc., President is Juan Escalante

Under Negotiation: Price and payment terms of lease.

DCA Assigned: J. Serrano

**From:** [Bob Kuczewski](#)  
**To:** [Lightner, Councilmember Sherri](#); [Faulconer, Council Member Kevin](#); [Councilmember Todd Gloria](#); [Young, Anthony](#); [DeMaio, Councilmember Carl](#); [Zapf, Council Member Lorie](#); [Emerald, Councilmember Marti](#); [Alvarez, Council Member David](#)  
**Cc:** [Novak, Jo-Ann](#); [Harkness, Jeff](#); [Ken Baier](#); [Ginny Barnes](#); [Mary Coakley](#); [Michael Stepner](#); [Laura Burnett](#); [ejs044@cox.net](#); [Chris Schmidt](#); [Brian Thompson](#); [david.metzgar@med.navy.mil](#); [breezeaire@aol.com](#); [DOUGLAS WILLIAMSON](#); [Ken King](#)  
**Subject:** Bullying at Torrey Pines Gliderport  
**Date:** Wednesday, June 8, 2011 10:46:27 PM

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Members of the San Diego City Council, TPCPAB, and others,

I have been concerned about the ongoing bullying at the Torrey Pines Gliderport for years now. I've spoken at the City Council, the Park and Recreation Board, and at every single meeting of the Torrey Pines City Park Advisory Board.

During that time, many pilots have confided in me about the abuses that they've suffered. Many asked me to not share their names. I haven't. But now one of them (Lyne Perry) is dead. Lyne committed suicide earlier this year. I want you to read what she wrote to me about the bullying she endured by David Jebb who had been the concessionaire at Torrey Pines until he was replaced by another member of his so-called "team".

As a preface, I had asked Lyne about being featured in a "Pilot Profile" for a regional newsletter. Here's what she wrote in her reply:

Bob,

Thanks for thinking of me, but I need to decline at this time. I have been the victim of much bullying by some of the "in" pilots. I am very selective as to who I fly with and I will leave a site if other certain pilots are there. Two years ago I rarely left my home and did not fly for a period of 5 months due to fear from a vicious verbal assault by Josh Gelb during a club event. This was not an isolated event, just the final proverbial straw. The fact that the other pilots just stood by and let it happen led me to believe that they supported such behavior.

I am still not emotionally healed and need to stay incognito as much as possible. You may have noticed that I do not post on the SDHGPA forum, even though I am the owner. These days I typically fly with the HG pilots and only a select few PG pilots.

Blossom is my passion and I am not going to let my fear get in the way of losing this site because I didn't do anything. I wish that I were as thick skinned as you and able to keep going in spite of verbal abuse. When David or Gabe Jebb bullied me, I let it go because I knew that they bullied most everyone, but when it came from pilots whom I thought were my friends, it

devastated me.

Thanks again for thinking of me, but maybe at a later date.

Lyne Perry, PG,  
Consulting Geologist  
Alpine, CA 91901

Lyne clearly states:

"When David or Gabe Jebb bullied me, I let it go because  
I knew that they bullied most everyone"

It is difficult to know how much effect this bullying had on Lyne's decision to take her own life. But regardless of its level of impact, Lyne's testimony is clear. She clearly states that the Jebbs (who were beneficiaries of a no-cost lease of the Gliderport from the City of San Diego) bullied almost everyone. Period.

That's the same complaint that was repeatedly ignored by the Torrey Pines City Park Advisory Board for years. I had personally mentioned the bullying on many occasions, and the TPCPAB Chair (Virginia "Ginny" Barnes) refused to address those concerns. Now a young woman is dead, and the bullying continues.

I am demanding that the City Council reactivate the now defunct Torrey Pines City Park Advisory Board and give it a new mission to address ALL of the ongoing problems at the Torrey Pines City Park - including the management and bullying problems at that site. That was the original intent of the Settlement Agreement, and the City has not lived up to its end of the bargain.

You can read more about Lyne Perry at:

<http://ushawks.org/forum/viewtopic.php?f=4&t=647>

Sincerely,  
Bob Kuczewski  
858-204-7499

**Wallace, Mary Ann**

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**From:** Mullen, Don  
**Sent:** Wednesday, January 23, 2008 11:33 AM  
**To:** CD7-All  
**Subject:** Docket Assignments for 012808 & 012908

**City Council Docket Matrix**

**Councilmember      Jim  
Madaffer**

**Monday, January 28, 2008**

Item	Staff	Issue
		<i>Look in the mirror before you start your engine</i>
1		Roll Call
10		Invocation
20		Pledge of Allegiance
200	DM	Variable Rate Debt and Derivatives Workshop for the City Council
201	DM	City Council Budget Priorities for Fiscal Year 2009
250	~	Notice of Pending Final Map Approval – City Villas.

<b>251</b>	~	Notice of Pending Final Map Approval – The Billboard Lofts
<b>252</b>	~	Submission of Ballot Proposals

**City Council Docket**  
**Matrix Councilmember Jim**  
**Madaffer Tuesday, January 29, 2008**

<b>Item</b>	<b>Staff</b>	
<b>300</b>		<b>Roll Call</b>
<b>30</b>	<b>EA</b>	Hossein Ruhi Day
<b>31</b>	<b>EA</b>	Dr. Ruth Riedel Day
<b>32</b>	<b>EA</b>	Doug Beckham Day
<b>50</b>	<b>LP</b>	Appropriation of Funds and Third Amendment to Agreement with Dokken Engineering for the State Route 163 and Friars Road Project
<b>100</b>	<b>DM</b>	Reo Drive Streetscape - Phase II

<b>101</b>	<b>ML</b>	Authorization to Change Proposed Location of Chollas Creek Workforce Housing Grant.
<b>102</b>	<b>EA</b>	Appointments and Reappointments to the Community Forest Advisory Board.
<b>103</b>	<b>EA</b>	Appointments and Reappointments to the Historical Resources Board.
<b>104</b>	<b>DM</b>	Settlement Agreement Regarding Coastal Law Enforcement Action Network v. City of San Diego, et al; City of San Diego v. Air California Adventure, LLC, et al.
<b>330</b>	<b>LP</b>	Adoption of the City's 2008 State and Federal Legislative Program. RULES OPEN GOVERNMENT AND INTERGOVERNMENTAL RELATIONS COMMITTEE'S RECOMMENDATION: On 12/6/2007, Rules voted 4-1, to refer this item to the City Council incorporating the comments of the Rules Committee members.
<b>331</b>	<b>EA</b>	Revision to Council Policy 700-02 - Community Development Block Grant Program (CDBG).

<b>332</b>	<b>EL</b>	Amending the San Diego Municipal Code Relating to Regulation of Oversized Vehicles. (La Jolla, Pacific Beach, Mission Beach, Peninsula, Clairemont Mesa, and Linda Vista Community Areas.
<b>333</b>	<b>DM</b>	Appointment of Mary Lewis to Auditor/Comptroller (Chief Financial Officer).
<b>334</b>	<b>DM</b>	Barrio Logan Community Plan Update Planning Consultant Contract Agreement.
<b>335</b>	<b>DM</b>	1244 Oliver Tentative Map. Appeal of Planning Commission's decision approving a Coastal Development Permit and Tentative Map including a request to waive the requirement to underground the existing utilities and convert an existing, 9 residential dwelling unit apartment complex into 9 residential condominium units on a 0.143 acre site.
<b>336</b>	<b>JW</b>	Soledad Mountain Road Undergrounding Utility District. In the matter of holding a public hearing and forming the District.

<b>RA1</b>	<b>DM</b>	Barrio Logan Community Plan Update Planning Consultant Contract Agreement.
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Don Mullen  
Chief of Policy  
Council President Pro-Tem Jim Madaffer  
619-236-6677

Disclosure: Correspondents should assume that all communication to or from this address is recorded and may be viewed by third parties.



## Wallace, Mary Ann

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**From:** Anderson, Deirdre  
**Sent:** Wednesday, March 7, 2012 8:23 AM  
**To:** Andrews, Dan; Arehart, Laura; Bagwell, Judy; Bailey, Bruce; Bamberg, Daniel; Barrett, Bobby; Bevier, Debra; Boardman, Jane; Botha, Ginger; Brock, Carmen; Brown, Pat; Carrizosa, Josie; Carter, Shelley; Caudillo, Rosie; Certain, Kay; Chung, Walter; Clanton, Teresa; Coburn, Gina; Contreras, Andrea; Cordileone, Joe; Dawson, Joan; DeGuzman, Julio; DeLara, Pete; FitzGerald, Leslie; Garcia, David; Gerrity, Ryan; Gersten, William; Gilman, Jennifer; Goldsmith, Jan; Hans, Devinder; Hemmerling, John; Hsu, Bonny; Humphries, Julie; Inzunza, Anna; Johnson, David; Jones, Andrew; Leggee, Olga; Leone, Christine; Loneragan, Anna; Maggio, Joe; Malcolm, Kate; Marshall, Sharon; McGarr, Colleen (Kelly); Mercer, Mark; Milligan, Christina; Ortlieb, Fritz; Peters, Jean; Phelps, M. Travis; Plotkin-Wolff, Stacy; Pollock, Carol; Rae, Christina; Reilly, Dennis; Riley, John; Sandoval, Carmen; Sensabaugh, Doug; Shanahan, Don; Shapiro, Nancy; Steinman, Kathy; Stevenson, Janice; Stroud, Heather; Taylor, Alina; Taylor, Jon; Thomas, Shannon; Turner, Catherine; Vonblum, Heidi; Wander, Adam; Welch, Clay; Worley, Donald; Yeomans, Mary  
**Subject:** FW: CNS San Diego Superior Report Mar 06, 2012

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**From:** CNS San Diego Sup [mailto:sandiego@courthousenews.com]  
**Sent:** Tuesday, March 06, 2012 7:59 PM  
**To:** CNS Circulation  
**Subject:** CNS San Diego Superior Report Mar 06, 2012

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### San Diego Superior Report March 06, 2012

The report below may not be transmitted through any means outside the office location that is subscribing, but may be copied freely within that location. A separate subscription is required for each office location that receives the report. If you need help finding underlying documents, please call or email Reni Anguelova at [sandiego@courthousenews.com](mailto:sandiego@courthousenews.com) or (406) 748-6397. The summaries below describe allegations only and should not be taken as fact.

#### San Diego County Superior Court

Diane Durant v. Padre Dam Municipal Water District 3/6/2012 37-2012-00093484-CU- OE-CTL Curiel	Wrongful termination. Plaintiff was told that employees would be laid off because the company would be better off outsourcing work. Plaintiff also believes she was fired for complaining about retaliation and discrimination. <a href="#">Paid download</a>	Laurence Haines Haines Law
Patricia Hill v. Life Generations Healthcare Inc; Lakeside Special Care Center 3/6/2012 37-2012-00093470-CU- OE-CTL Hayes	Employment, discrimination. Plaintiff believes she was denied employment based on a perceived disability related to a past mild traumatic brain injury. <a href="#">Paid download</a>	Sean Simpson Simpson Moore

Debra Ponds v. Martina Buck; Veterans Medical Research Foundation; Veterans Medical Research Foundation of San Diego 3/2/2012 37-2012-00093310-CU- OE-CTL Hayes	Employment. Defendant, among other things, failed to promote plaintiff from laboratory technician to the post- doctoral position as promised. <a href="#">Paid download</a>	Dennis Grady
John Auletta v. Summit Security Services Inc 3/1/2012 37-2012-00093243-CU- OE-CTL Pressman	Employment. Plaintiff believes he was fired due to his age. <a href="#">Paid download</a>	Dennis Grady
Nahum Hernandez v. Major Irrigation Supply Inc; Michael Taylor 3/2/2012 37-2012-00093320-CU- OE-CTL Dato	Employment. Defendant has failed to pay overtime. <a href="#">Paid download</a>	Dennis Grady
Nick Busseau; Pattie Zeleniak v. Luisinia Delagdo, DDS; Gentle Dental Grossmont; Gentle Dental; Interdent Service Corporation; Mahyar Karimi, DDS 3/6/2012 37-2012-00093482-CU- MM-CTL Hayes	Medical malpractice. Defendant performed negligent dental services. <a href="#">Paid download</a>	Patrick Barry
Andy Yi v. Air California Adventure Inc; Torrey Gliderport; Associated Glider Clubs of Southern California Ltd; City of San Diego; Michael Lance 3/5/2012 37-2012-00093332-CU- PO-CTL Dato	Personal injury. Plaintiff was hit by a remote operated flying airplane. <a href="#">Paid download</a>	Robert Francavilla Casey Gerry
Catherine Boling; Stephen Williams; TJ Zane v. Alice Calvillo; City of San Diego; Elizabeth Maland; Eugene Hugeunin; Anita Martinez; Sally McKeag; Public Employees Relations Board 3/5/2012 37-2012-00093347-CU- MC-CTL Taylor	TRO, injunctive relief, civil rights. <a href="#">Paid download</a>	James Lough Lounsbery Ferguson
Lupe Sherwood; Richard Sherwood v.	Product liability. Defendant's "ASR" hip replacement prosthesis releases cobalt-chromium metal into the socket and blood stream.	Donald Hiney

Deput Orthopaedics Inc; Johnson  
& Johnson Inc  
3/5/2012 37-2012-00093330-CU-  
PL-CTL Pressman

Lourdes Prado  
v.  
Safeway Inc; Vons  
3/6/2012 37-2012-00093463-CU-  
PO-CTL Prager

Eva Paiva  
v.  
City of San Diego; HAR  
Construction Inc  
3/5/2012 37-2012-00093331-CU-  
PO-CTL Lewis

Jeffrey Schneider  
v.  
Burger Lounge Hilcrest LLC  
3/6/2012 37-2012-00093487-CU-  
PO-CTL Dato

Ala Jamchi; Shana Jamchi  
v.  
David Danneberg; Leticia  
Danneberg; Empire Associates  
Real Estate Properties Inc  
3/1/2012 37-2012-00093128-CU-  
PO-CTL Vargas

University Towne Square  
Homeowners Association  
v.  
Bank of New York Inc; Eric  
Crandall  
3/5/2012 37-2012-00093233-CU-  
CO-CTL Denton

Mark Gleicher  
v.  
Mary Beyster; Colony Hill; Ray  
Brookhart Concrete Inc  
3/5/2012 37-2012-00093232-CU-  
OR-CTL Taylor

Armando Tellechea  
v.  
Wells Fargo Bank NA; Wachovia  
Mortgage; World Savings Bank  
FSB  
3/6/2012 37-2012-00093497-CU-  
OR-CTL Hayes

Personal injury. Plaintiff slipped and fell on melted ice  
from the meat and seafood displays.

Personal injury. Defendant failed to properly maintain a  
sidewalk.

Unspecified complaint for personal injury.

Declaratory and injunctive relief. Plaintiff and his family  
have been exposed to toxic mold.

Injunctive relief, CC&R's. Defendants have refused to  
vacate the premises to allow for termite eradication.

Negligence, fiduciary duty, declaratory relief, bad faith.  
Colony Hill Homeowner's Association believes the cause  
of water "leaching" into the crawlspace of a residence is  
associated with the installation of plaintiff's artificial turf.  
However, plaintiff believes the problem arises from  
defendant Beyster's improperly installed "subdrain."

Real property, quiet title, promissory fraud. Plaintiff has  
experienced a wrongful foreclosure.

Guy Levy

Thomas Penfield  
Casey Gerry

Catharine Kroger-  
Diamond

Hassan Sadeghi

Rian Jones  
Epsten Grinnell

Malte Farnaes

Amid Bahadori  
Bahadori Thomas

<p>Laura Moya v. Citimortgage Inc 3/6/2012 37-2012-00093445-CU- BC-CTL Curiel</p>	<p>Contract, unjust enrichment, emotional distress. Plaintiff has experienced a wrongful foreclosure.</p>	<p>Frank Santis</p>
<p>Randy Naku v. Bank of America N A; C Foreclosure; Countrywide Bank N A; Countrywide Home Loan Servicing L P; Mortgage Electronic Registration Systems 3/6/2012 37-2012-00093469-CU- OR-CTL Barton</p>	<p>Real property, declaratory relief. Plaintiff alleges defendant has unlawfully transferred the promissory note and deed of trust.</p>	<p>Pro Per</p>
<p>David Richards v. Hyundai Motor America 3/2/2012 37-2012-00093319-CU- BC-CTL Alksne</p>	<p>Song-Beverly. Defendant has failed to repair plaintiff's 2011 Hyundai Sonata.</p>	<p>James Robertson McCoy Turnage</p>
<p>Old Republic Surety Company v. La Fin Condominium Association; Eugene McCormick; Gene McCormick Construction; OJ Insulation LP; Probuild Company LLC; Dixieline Probuild 3/6/2012 37-2012-00093467-CU- BC-CTL Denton</p>	<p>Complaint for interpleader. Defendant refuses to undertake defense and hold plaintiff harmless from all claims received against the bond.</p>	<p>Carlos Sosa Hausman Sosa</p>
<p>Gateway Business Bank v. Vicente Cisneros; Lisa Rivera; The Diablogroup Inc; Xooro 3/6/2012 37-2012-00093442-CU- BC-CTL Alksne</p>	<p>Contract. Defendant has failed to make payments due under the promissory note.</p>	<p>Kelly Sweeney Spiwak Iezza</p>
<p>Colorado Electric Supply Limited; City Electric Supply v. Colorado West Construction Inc; Developers Surety and Indemnity Company; Ema Investments San Diego LLC; Northgate Gonzalez LLC; Social Cities Electrical Inc; Social Electric; Sears Roebuck and Co 3/5/2012 37-2012-00093417-CU- OR-CTL Pressman</p>	<p>Contract. Defendant has failed to pay for materials provided.</p>	<p>William Robinson Pezzillo Robinson</p>
<p>Allgire General Contractors Inc v. Koenig Jacobsen LLP; Martinez</p>	<p>Contract. Defendants have failed to pay for expert analysis and testimony services.</p>	<p>Joseph Potocki Balestreri Pendleton</p>

+ Cutri Corporation Architects  
3/5/2012 37-2012-00093229-CU-  
BC-CTL Strauss

Dave McMahon Construction Inc v. HAR Construction Inc; Arch Insurance Company 3/6/2012 37-2012-00093489-CU- BC-CTL Trapp	Contract. Defendant has failed to pay for construction labor and materials.	Kevin Carlin Carlin Law
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Ona Mission Partners L P v. California Factory Outlet Inc 3/6/2012 37-2012-00093468-CU- BC-CTL Prager	Lease. Defendant has failed to pay rent.	Thomas Bosche Bosche Bosche
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Jose Cabrera v. City of Chula; Freeway Electric Inc; P General 3/6/2012 37-2012-00093466-CU- PA-CTL Denton	Auto tort. Defendant and plaintiff were involved in a car accident.	Ross Jurewitz Jurewitz Law
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Eleanor Agustin v. BAC Home Loans Servicing LP; Bank of America Home Loans; Bank of America NA 3/1/2012 37-2012-00093118-CU- OR-CTL Denton	Real property.	Paul Hanks
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Carlos Alfaro; Gabriel Alfaro; Rodolfo Alfaro; Luz Gonzales v. Modesto Ramirez; Transport LLC 3/6/2012 37-2012-00093451-CU- PA-CTL Taylor	Auto tort.	Pro Per
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## Wallace, Mary Ann

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**From:** Demorest, Erin  
**Sent:** Tuesday, June 16, 2009 9:17 AM  
**To:** Mays, Jesse  
**Subject:** FW: Request for Management Discussions and/or Subcommittee for Torrey Pines City Park  
**Attachments:** 070430.pdf

Hi Jesse,

I think you were the one working on the Gliderport before, right? Sherri sent this to me, but I think she meant to send it to you.

Thanks,

### Erin Demorest

#### *Council Representative*

Office of Councilmember Sherri S. Lightner  
First District, City of San Diego  
202 C Street, MS 10A  
San Diego, CA 92101  
[edemorest@sanidiego.gov](mailto:edemorest@sanidiego.gov)  
P: (619) 236-6611  
F: (619) 236-6999

Disclosure: This email is public information. Correspondence to and from this email address is recorded and may be viewed by third parties and the public upon request.

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**From:** Sherri Lightner [mailto:[sherri@lightner.net](mailto:sherri@lightner.net)]  
**Sent:** Monday, June 15, 2009 7:34 PM  
**To:** Rivera, John; Demorest, Erin  
**Subject:** [Fwd: Request for Management Discussions and/or Subcommittee]

----- Original Message -----

**Subject:** Request for Management Discussions and/or Subcommittee

**Date:** Mon, 15 Jun 2009 12:44:43 -0700

**From:** Bob Kuczewski <[bobk@nerdshack.com](mailto:bobk@nerdshack.com)>

**Reply-To:** Bob Kuczewski <[bobk@bluebottle.com](mailto:bobk@bluebottle.com)>

**To:** Abella-Shon, Michelle <[MShon@sanidiego.gov](mailto:MShon@sanidiego.gov)>, Ginny Barnes <[mvbacb@san.rr.com](mailto:mvbacb@san.rr.com)>, <[david.metzgar@med.navy.mil](mailto:david.metzgar@med.navy.mil)>, <[airjunkies@sbcglobal.net](mailto:airjunkies@sbcglobal.net)>, <[ejs044@cox.net](mailto:ejs044@cox.net)>, Michael Stepner <[Stepner1@gmail.com](mailto:Stepner1@gmail.com)>, Mary Coakley <[Coakleym@san.rr.com](mailto:Coakleym@san.rr.com)>, Chris Schmidt <[fursded@sbcglobal.net](mailto:fursded@sbcglobal.net)>, Brian Thompson <[brianthompson214@aol.com](mailto:brianthompson214@aol.com)>, <[breezaire@aol.com](mailto:breezaire@aol.com)>, WILLIAMSON, DOUGLAS <[dwilliamson@allstate.com](mailto:dwilliamson@allstate.com)>, Ken King <[Signal@san.rr.com](mailto:Signal@san.rr.com)>, <[pkamiab@hotmail.com](mailto:pkamiab@hotmail.com)>

**CC:** Laura Burnett <[LBurnett@sd.wrtdesign.com](mailto:LBurnett@sd.wrtdesign.com)>, Kathy Garcia <[KGarcia@sd.wrtdesign.com](mailto:KGarcia@sd.wrtdesign.com)>, Sharpe, Deborah <[DSharpe@sanidiego.gov](mailto:DSharpe@sanidiego.gov)>

**References:** <[08F0D4487F909C498077DF15D0571B4602176B89ED2D@MAIL101.AD.SANNET.GOV](mailto:08F0D4487F909C498077DF15D0571B4602176B89ED2D@MAIL101.AD.SANNET.GOV)>  
<[08F0D4487F909C498077DF15D0571B46022CBFCDD38FC@MAIL101.AD.SANNET.GOV](mailto:08F0D4487F909C498077DF15D0571B46022CBFCDD38FC@MAIL101.AD.SANNET.GOV)>  
<[08F0D4487F909C498077DF15D0571B46022CBFCDD3A79@MAIL101.AD.SANNET.GOV](mailto:08F0D4487F909C498077DF15D0571B46022CBFCDD3A79@MAIL101.AD.SANNET.GOV)>  
<[08F0D4487F909C498077DF15D0571B46022CBFE9AC5F@MAIL101.AD.SANNET.GOV](mailto:08F0D4487F909C498077DF15D0571B46022CBFE9AC5F@MAIL101.AD.SANNET.GOV)>

Virginia Barnes, Members of the TPCPAB, and others,

I am again asking for the Torrey Pines City Park Advisory Board to review the management issues at the Torrey Pines Gliderport.

Ms. Barnes has repeatedly stated that this is not a topic for the advisory Board. However, the settlement agreement in the case along with the report from the City Council's closed meeting (see attached document) both clearly state that the City will prepare a General Development plan which includes both the development and management of the Torrey Pines City Park. The exact wording is included here (taken from the attached document):

- The City shall enforce all the requirements of the lease agreement, including restoration of native vegetation; and
- The City will prepare a General Development Plan, a comprehensive City Plan for the development and management of the Torrey Pines City Park; and
- The City will establish the Torrey Pines City Park Advisory Board whose members shall be appointed within 90 days from the date of this agreement and who shall include representatives of the following Gliderport user groups: paragliders, hanggliders, sailplane gliders, and radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups.

Ms. Barnes has continually avoided any management discussions, and yet it was the City's lack of proper management oversight that led to the lawsuit in the first place. Furthermore, with the ongoing budgetary problems of the City, it is not clear whether there will be any funding for the non-management (physical) changes recommended by the Advisory Board anyway. But the one thing that the Advisory Board can do without any significant budgetary impact is to discuss and influence the management of that park.

So I am again asking for the Advisory Board to either address the management issues directly or establish a voluntary subcommittee of its members to discuss (in an open setting) the management issues at the Gliderport. I would recommend that this subcommittee meet either before or after the current Advisory Board meeting to take advantage of the location and noticing of the current Advisory Board meetings. I further recommend that each of the flight discipline representatives be encouraged to be members of this management subcommittee so they can discuss the ongoing flight operations issues at that park.

Finally, I would like to state my belief that the Torrey Pines City Park Advisory Board should not "sunset" as Ms. Barnes has stated, and instead it should be allowed to continue as a permanent Advisory Board representing the pilot and community interests at the Gliderport. There is no language in the Settlement Agreement that precludes this permanent oversight role, and it would be prudent for the City to maintain this Advisory Board as its primary interface with the user groups at the Torrey Pines Gliderport.

Thank you for your time.

Sincerely,  
Bob Kuczewski  
President - Torrey Hawks Hang Gliding Club

--

Sherri S. Lightner  
P: (858) 551-0770  
F: (858) 551-0777



RESOLUTION NUMBER R- 303364DATE OF FINAL PASSAGE FEB 11 2008

WHEREAS, on June 27, 2007, the City of San Diego only entered into a settlement agreement with the Plaintiffs only in San Diego County Superior Court Case Number GIC861914, entitled *Coastal Law Enforcement Action Network v. City of San Diego, et al.*; *City of San Diego v. Air California Adventure, LLC., et al.* [litigation]; and

WHEREAS, the settlement agreement requires the City to

- (1) Pay the Plaintiffs \$20,000; and
- (2) Enforce the lease agreement for the Torrey Pines Gliderport, including any restoration of native vegetation required by the California Coastal Commission; and in the event City's lessee fails to comply, terminate the lease and turn off all irrigation on the property, cap all run-off pipes on the property, and obtain and comply with permits for all unpermitted structures or their removal, consistent with the requirements of the Coastal Act; and
- (3) Prepare a General Development Plan for the Torrey Pines City Park, taking into consideration the historic value of the property; and
- (4) Establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 120 days of the date of the agreement and who shall include representatives of the following Gliderport user groups: (1) paragliders, (2) hanggliders, (3) sailplane gliders, and (4) radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups.

WHEREAS, on FEB 11 2008, all parties to the action entered into a settlement agreement to resolve the litigation;

WHEREAS, the settlement agreement requires the City's lessee of the Torrey Pines Gliderport to (1) reimburse the City for its \$20,000 payment to the Plaintiff which was required by the June 27, 2007, agreement between the City and the Plaintiff, (2) pay CLEAN \$5,000, and (3) obtain permits for all unpermitted development or for their removal.

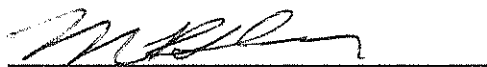
WHEREAS, the settlement agreement requires the City to (1) comply with the terms of the June 27, 2007, agreement with the Plaintiff and (2) appoint a Park and Recreation Department liason for the Torrey Pines City Park to work with the community and serve as a liaison to the Torrey Pines City Park Advisory Board.

WHEREAS, the settlement agreement requires the Plaintiff to (1) comply with the terms of the June 27, 2007, and to (2) dismiss the litigation with prejudice.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized and empowered to execute, for and on behalf of the City of San Diego, as referenced in the Settlement Agreement adopted by the City Council on December 4, 2007.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Malinda D. Dickenson  
Deputy City Attorney

MRD:ms

Aud. Cert.

12/27/07

Or.Dept: READ

R-2008-551

I, Elizabeth S. Maland, Clerk of the City of San Diego, California, hereby certify that this is a true copy of papers on file and of record in the office of the Clerk of said city.

ELIZABETH S. MALAND, City Clerk

By Brenda Franklin, Deputy

Dated 6/30/08

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of June 19, 2007.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 2.11.08  
(date)

  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into and is effective as of February 11, 2008 2007 (the "Effective Date"), by and between Coastal Law Enforcement Action Network, a project of the International Humanities Center, a California Charitable Trust ("CLEAN"); the City of San Diego ("City"); and David Jebb, Maya Jebb, Air California Adventure, Inc., and Air California Adventure, LLC (David Jebb, Maya Jebb, Air California Adventure, Inc. and Air California Adventure, LLC are collectively referred to herein as "Lessee"). CLEAN, City, and Lessee are collectively referred to herein as the "Parties" and sometimes separately referred to herein as a "Party." The Parties intend by this Agreement to conclude the matters between them in the litigation entitled *Coastal Law Enforcement Action Network v. City of San Diego et al.*, San Diego County Superior Court Case No. GIC 861914, including the related Cross-Complaint brought by City against Lessee (collectively "Litigation").

### RECITALS

A. City owns the property located at 2800 Torrey Pines Scenic Drive, City of San Diego, California, commonly known as the "Torrey Pines Gliderport" (the "Property") (City of San Diego Assessor's Parcel No. 342-010-36) in the Torrey Pines City Park.

B. City leased the Property to Air California Adventure, LLC effective September 17, 1998 for gliderport concession, the use of non-powered aircraft, and by the general public. David Jebb was the president of Air California Adventure, LLC, and Maya Jebb was the secretary/treasurer of Air California Adventure, LLC. With City's consent, Air California Adventure, LLC assigned its interest in the lease to Air California Adventure, Inc. on March 20, 2000. David Jebb and Maya Jebb are the sole officers of Air California Adventure, Inc.

C. On June 7, 2004, the City issued a Notice of Violation to Lessee, citing the violation of various laws and regulations.

D. On February 15, 2006, in response to the Notice of Violation, Lessee filed an after-the-fact permit application with the City's Development Services Department [DSD].

E. On February 27, 2006, CLEAN filed a "Complaint For Civil Penalties, Restitution, and Injunctive Relief," alleging, among other things, violations of the California Coastal Act, California Public Resources Code §§ 30000 *et seq.* ("Coastal Act"), with respect to the use of the Property. The violations alleged in the Complaint include the unpermitted siting of a trailer, kitchen facilities, a concession stand, rest rooms, and an observatory deck; the movement of dirt and gravel both from and onto the Property; physical changes to the topographical contours of the Property; and, the planting of non-native vegetation.

F. On May 5, 2006, DSD had completed review of the application and requested additional information from Lessee which it needed in order to continue processing the after-the-fact permit application. To date, Lessee has not provided the necessary information to the City.

G. On August 30, 2006, the City Attorney's Office sent a letter, attached to this Agreement as Exhibit A to Exhibit 1 and incorporated herein by reference, to Lessee that details violations alleged by the City and CLEAN and requiring compliance with the lease terms ("letter").

H. On January 31, 2007, the City filed a Cross-Complaint against Lessee for breaching the lease agreement and for indemnity.

I. On February 23, 2007, CLEAN filed a First Amended Complaint.

J. On May 1, 2007, City and CLEAN only entered into a Settlement Agreement to resolve the issues between City and CLEAN in the Litigation ("CLEAN/City Agreement"). CLEAN/City Agreement is attached hereto and incorporated herein by reference as Exhibit 1. The CLEAN/City Agreement requires the City to pay CLEAN \$20,000, enforce the lease agreement, prepare a General Development Plan for the Torrey Pines City Park, and establish a Torrey Pines City Park Advisory Board.

K. City, CLEAN, and Lessee now wish to resolve all issues in the Litigation by and between all Parties. Accordingly, the Parties, conditioned upon compliance with the terms and conditions set forth herein, intend by this Agreement to fully and completely resolve, waive, and perpetually extinguish all claims within the scope of the Litigation.

#### AGREEMENT

THEREFORE, in consideration of the mutual promises and covenants made in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Actions by the City.

- a. The City shall comply with all terms of the CLEAN/City Agreement.
- b. The City shall appoint a Park and Recreation Department liaison for the Torrey Pines City Park to work with the community and serve as a liaison to the Torrey Pines City Park Advisory Board.

2. Actions by Lessee:

- a. Payment to City. Upon execution of this agreement, Lessee agrees to pay City twenty thousand dollars (\$20,000) to reimburse City for its payment to CLEAN pursuant to the CLEAN/City Agreement which became due on July 12, 2007. If Lessee shall determine not to pay this amount in full by January 1, 2008, Lessee shall pay this amount in accordance with the Promissory Note and Settlement Payment Schedule attached hereto as Exhibit 2. Lessee shall provide notice to the City ten days prior to January 1, 2008 regarding whether they intend to pay the settlement amount in full

or on the basis of the Promissory Note and Settlement Payment Schedule. In the event Lessee elects to pay according to the Promissory Note and Settlement Payment Schedule, Lessee shall be entitled at any time to pay in full the balance due. Such payment shall include principal plus any interest accrued to payment date. The parties agree that this interest is a penalty assessment. Unless Lessee is notified otherwise in writing, each payment to City shall be payable to *Treasurer, City of San Diego*, and delivered to City at the following address: **City of San Diego Treasurer/Collections Division, PO Box 129039, San Diego, CA 92112-9030**. In the event Lessee fails to make any installment payment when due, then all sums still owned shall be deemed immediately due and payable and Lessee shall be deemed in default or breach of the terms of this agreement. Upon default or breach of the terms of this agreement by Lessee, City shall be entitled to file a declaration or any other necessary pleading with the above-referenced court seeking judgment in favor of City and against Lessee in the principal sum including interest still owed, plus an additional penalty assessment of 10% interest and reasonable attorneys' fees and cost.

- b. Payment to CLEAN. Lessee agrees to pay CLEAN five thousand dollars (\$5,000) within fifteen (15) days of the mutual execution of this Agreement by the Parties.
- c. Compliance with Coastal Commission and City Permitting and Site Inspection Requirements. Lessee shall comply with all Coastal Commission and City permitting and site inspection requirements, including the following:
  - (i.) Lessee shall, immediately upon execution of this agreement, turn off all irrigation on the Property; cease all lawn watering; cap all run-off pipes on the Property; insure that all overnight vehicles & other unpermitted materials (including, but not limited to, motorhomes, travel trailers, camping gear) are removed.
  - (ii.) Lessee shall immediately cease all extermination and poisoning activities of ground squirrels, gophers and other native fauna on the Property and shall post signs, approved by the City, stating that all flora and fauna on the Property is protected and to be respected.
  - (iii.) Lessee shall submit to City no later than February 1, 2008 all materials necessary to obtain a Conditional Use Permit and Site Development Permit for Environmentally Sensitive Lands for all existing unpermitted development or for its removal, including but not limited to gravel, palm trees and other unpermitted vegetation. Unpermitted development means development as defined by California Public Resources Code section 30106 and includes, but is not limited to, all violations referenced in the City's June 7, 2004 Notice of Violation. If City requests any additional information,

Lessee agrees to submit all requested information within 20 days of receipt of City's request.

- (iv.) Lessee agrees to submit a Coastal Development Permit application to the Coastal Commission's San Diego office within 20 days of obtaining the requisite City approvals. The applications shall address all existing unpermitted development as defined by California Public Resources Code § 30106 and as detailed in the complaints and letter referenced in Paragraphs E, G, and I of the above Recitals. If Lessee believes that one or more items detailed in the complaints and/or letter referenced in Paragraphs E, G, and I of the above Recitals do not exist on the Property, Lessee shall submit evidence supporting such claim(s) to the appropriate Coastal Commission and/or City permit staff. If Coastal Commission and/or City staff determine that the claim by Lessee is correct, the applicable permit application shall so reflect. Lessee shall notify CLEAN and City Attorney's Office of any and all such correspondence and send copies of all such documentation related to permit applications (including permit applications) to the City Attorney's office, the State Historic Preservation Office and to CLEAN at 322 Culver Blvd., Suite 317, Playa del Rey, California 90293.
- (v.) Lessee shall not withdraw any Coastal Development Permit or City application submitted under Paragraphs (i) or (ii) above and shall process the application(s) according to applicable laws. If the Coastal Commission or City determines that additional information is required to complete a Coastal Development Permit or City permit application, and makes a written request for the information to Lessee detailing the additional materials required and a reasonable deadline for submittal, Lessee shall submit the required materials by the deadline specified in the request letter.
- (vi.) Lessee shall fully participate and cooperate in the Coastal Commission and City permitting processes, provide timely responses, and work to move the process along as quickly as possible, including responding to requests for information.
- (vii.) Lessee shall provide Coastal Commission and City staff as well as staff of any agency having jurisdiction over the work being performed under this Agreement with access to the Property at all reasonable times. CLEAN and/or its representatives have the same general right to access to the Property as members of the general public and Lessee will not treat any member of CLEAN any differently than any member of the general public and will not discriminate or otherwise treat any CLEAN member different from

any member of the general public. Nothing in this Agreement is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Coastal Commission, the City, and other relevant agency staff may enter and move freely about the following areas: (1) the portions of the subject property on which the alleged violations are located, (2) any areas where work is to be performed pursuant to this Agreement or pursuant to any plans adopted pursuant to this Agreement, (3) adjacent areas of the property, and (4) any other area where evidence of compliance with this Agreement may lie, as necessary or convenient to view the areas where work is being performed pursuant to the requirements of this Agreement or evidence of such work is held, for purposes including but not limited to inspecting records, operating logs, and contracts relating to the subject property and overseeing, inspecting, documenting, and reviewing the progress of carrying out the terms of this Agreement.

3. Actions by CLEAN:

- a. Compliance with all terms of the CLEAN/City Agreement. CLEAN shall comply with all terms of the CLEAN/City Agreement.
- b. Dismissal of Action. CLEAN shall, within 10 days of the execution of this Agreement, dismiss the Litigation with prejudice.

4. Continuing Jurisdiction of the Court. The parties agree to execute a written stipulation prior to dismissal of the Litigation requesting the court retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement pursuant to California Code of Civil Procedure section 664.6.

5. Releases. The parties acknowledge that there is a risk that, subsequent to the execution of this Agreement, the parties may incur injury, loss, damage, costs, attorneys' fees, or expenses, which are in some way caused by or connected with the persons, entities, matters, and/or issues referred to herein, or which are unknown and unanticipated at the time this Agreement is executed, or which are not presently capable of being ascertained. The parties further acknowledge that there is a risk that such damages as are presently known may hereafter become more serious than the parties now anticipate. Nevertheless, the parties acknowledge that this Agreement has been negotiated and agreed upon in light of that realization. All parties have had the benefit and advice of counsel. To the extent the above releases are effective, the parties each waive their rights under California Civil Code section 1542. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of



executing the release, which if known by him must have materially affected his settlement with the debtor."

6. Costs and Expenses. With the exception of payment to the City as detailed in paragraph 2.a., and the payment to CLEAN as detailed in paragraph 2.b., the Parties shall bear their own costs, expenses and attorneys' fees in connection with the current CLEAN litigation, and the negotiations, drafting, and consummation of this Agreement. In the event any action or proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to the reasonable fees, out-of-pocket expenses, and costs of attorneys and experts against the non-prevailing parties, in addition to all other relief to which that party or those parties may be entitled.

7. Breach of Agreement. Strict compliance with the requirements of this Agreement by all Parties subject thereto is required. Failure by Lessee to comply with any of the requirements of this Agreement shall result in stipulated penalties in the amount of \$500 per day per violation in addition to any other amount due hereunder. Should Lessee breach this Agreement, Lessee shall pay to CLEAN stipulated penalties within fifteen (15) days after receiving a written demand letter from CLEAN, regardless of whether Lessee subsequently complied with the terms and conditions of this Agreement. The Parties agree that money damages alone would be an inadequate remedy for a breach (or threatened breach) of any provisions of this Agreement, and agree that the provisions of this Agreement may also be enforced by a preliminary or permanent mandatory or prohibitory injunction or other equitable order or decree of a court of competent jurisdiction. The agreed remedies set forth above shall not be construed to limit or derogate from any other legal or equitable remedy authorized by any applicable law.

8. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and shall not be modified except by a writing executed by the Party to be bound thereby. This Agreement supersedes any written or oral agreement(s) or representations(s) that preceded or may have preceded execution of this Agreement. The Parties have not relied upon any oral representation(s) in deciding whether to enter into this Agreement.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parent companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, plaintiffs, and/or persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts. This Agreement is not intended to bind or benefit any person other than the parties hereto and their successors and assigns.

10. Interpretation and Representation by Counsel. The terms of this Agreement are the product of arms-length negotiations between the Parties and their counsel, and no provision shall be construed against the drafter thereof. All Parties mutually warrant and represent that they have been represented by counsel of their own choosing in the negotiation and drafting of this Agreement, and that they understand fully and voluntarily consent to all of the provisions herein.

11. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any disputes concerning this Agreement shall be in San Diego County, California.
12. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement. This Agreement may also be delivered by facsimile transmission and in such event all facsimile signatures shall be deemed complete for all purposes hereof.
13. Captions. Any captions to the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not are part of this Agreement, and shall not be used for the interpretation of or determination of the validity of this Agreement or any provision hereof.
14. Authorization. Each person signing this Agreement represents and warrants to the Parties and to each other that he or she is fully authorized to sign the Agreement on behalf of the Party for whom/which he or she is signing, and thereby to bind such Party to each and all of the terms of this Agreement.
15. Cooperation. The parties agree to cooperate with each other to execute such documents as reasonably necessary and to take all steps as may be reasonably necessary to accomplish the purpose of this Agreement.
16. Compromise of Disputed Claims. This Agreement is a compromise of disputed claims and shall never at any time or for any purpose be considered an admission of any liability or responsibility on the part of any person or entity, nor shall the furnishing of any consideration for the execution of this Agreement constitute or be construed as an admission of any liability whatsoever by any of the parties hereto or any other person.
17. Integration. The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the terms and conditions of this Agreement that are not fully expressed herein.
18. Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Any waiver by the City must be formally approved by the City Council. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision. This Agreement may be amended, modified or rescinded only in writing signed by all parties to this Agreement.
19. Time of Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

20. Additional Documents. The parties each agree to sign any additional documents which are reasonably necessary to carry out this Agreement or to accomplish its intent.

21. No Assignment. Each party represents and warrants that it has not assigned or transferred any claims released herein, and that it is the sole owner of that claim.

22. No Reliance on Other Party. The undersigned and each of them acknowledge and represent that they are effecting this compromise and settlement and are executing this Agreement (i) after they and their respective legal counsel had the opportunity to and did conduct an independent investigation of the relevant facts; and (ii) without relying on representation made by the other party or the other party's attorney.

23. Severability. Even if a court holds one or more parts of this Agreement ineffective, invalid, or void, all remaining provisions shall remain valid in effect unless a party's consideration materially fails as a result of the invalidity.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

City of San Diego

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Air California Adventure, Inc.

Air California Adventure, LLC

By: \_\_\_\_\_  
Name: DAVID JEBB  
Its: DJ

By: \_\_\_\_\_  
Name: Maya Jebb  
Its: Maya

David Jebb, an individual

Maya Jebb, an individual

David Jebb

Maya Jebb

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

Michael J. Aguirre, City Attorney

\_\_\_\_\_  
David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

By: Malinda R. Dickenson  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

Law Offices of Joseph G. Maiorano

Lisa M. Iulianelli

Joseph G. Maiorano 11/27/07  
Joseph G. Maiorano  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

\_\_\_\_\_  
Lisa M. Iulianelli  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

City of San Diego

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: [Signature]  
Name: Jay M. Goldstone  
Its: Chief Operating Officer

Air California Adventure, Inc.

Air California Adventure, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

David Jebb, an individual

Maya Jebb, an individual

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

Michael J. Aguirre, City Attorney

[Signature: David Weinsoff]

By: \_\_\_\_\_  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

Lisa M. Iulianelli

Law Offices of Joseph G. Maiorano

Joseph G. Maiorano  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

Lisa M. Iulianelli  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

By: Marcia Hanscom  
Name: Marcia Hanscom  
Its: Managing Director

Air California Adventure, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

David Jebb, an individual

\_\_\_\_\_

City of San Diego

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Air California Adventure, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Maya Jebb, an individual

\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

\_\_\_\_\_  
David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

Law Offices of Joseph G. Maiorano

\_\_\_\_\_  
Joseph G. Maiorano  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

Michael J. Aguirre, City Attorney

By: \_\_\_\_\_  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

Lisa M. Iulianelli

\_\_\_\_\_  
Lisa M. Iulianelli  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

# **EXHIBIT 1**

R- 303364

RESOLUTION NUMBER R- 302749DATE OF FINAL PASSAGE JUN 27 2007

WHEREAS, the City of San Diego entered into a settlement agreement with the Plaintiffs in San Diego County Superior Court Case Number GIC861914, entitled *Coastal Law Enforcement Action Network v. City of San Diego, et al.*; and

WHEREAS, the settlement agreement requires the City to

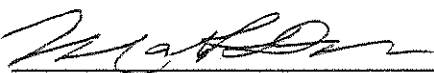
- (1) Pay the Plaintiffs \$20,000; and
- (2) Enforce the lease agreement for the Torrey Pines Gliderport, including any restoration of native vegetation required by the California Coastal Commission; and in the event City's lessee fails to comply, terminate the lease and turn off all irrigation on the property, cap all run-off pipes on the property, and obtain and comply with permits for all unpermitted structures or their removal, consistent with the requirements of the Coastal Act; and
- (3) Prepare a General Development Plan for the Torrey Pines City Park, taking into consideration the historic value of the property; and
- (4) Establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 120 days of the date of the agreement and who shall include representatives of the following Gliderport user groups: (1) paragliders, (2) hangliders, (3) sailplane gliders, and (4) radio-controlled model sailplane



gliders as well as at least two representatives from non-profit environmental groups.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized and empowered to execute, for and on behalf of the City of San Diego, as referenced in the Settlement Agreement adopted by the City Council on JUN 19, 2007.


APPROVED: MICHAEL J. AGUIRRE, City Attorney

By   
Malinda D. Dickenson  
Deputy City Attorney

MRD:ms  
Aud. Cert. AC2700764  
05/15/07  
Or.Dept: READ  
R-2007-1099

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 19 2007.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 6.27.07  
(date)

  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on June 19, 2007, by the following vote:

YEAS: PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHIN,  
FRYE, & HUESO.

NAYS: NONE.

NOT PRESENT: MADAFFER.

RECUSED: NONE.

AUTHENTICATED BY:

**JERRY SANDERS**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
RESOLUTION NO. R-302749, approved by the Mayor of The City of San Diego,  
California on June 27, 2007.

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

R- 303364

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into and is effective as of JUN 27, 2007 (the "Effective Date"), by and between Coastal Law Enforcement Action Network, a project of the International Humanities Center, a California Charitable Trust ("CLEAN"), and the City of San Diego ("City"). CLEAN and the City are collectively referred to herein as the "Parties" and sometimes separately referred to herein as the "Party." The Parties intend by this Agreement to conclude the matters between them in the Complaint in the matter entitled *Coastal Law Enforcement Action Network v. City of San Diego et al.*, San Diego County Superior Court Case No. GIC 861914 ("CLEAN litigation").

## RECITALS

1. City owns the property located at 2800 Torrey Pines Scenic Drive, City of San Diego, California, commonly known as the "Torrey Pines Gliderport" (the "Property") (City of San Diego Assessor's Parcel No. 342-010-36) in the Torrey Pines City Park.
2. City leased the Property to Air California Adventure, LLC effective September 17, 1998 for gliderport concession, the use of non-powered aircraft, and by the general public. David Jebb was the president of Air California Adventure, LLC, and Maya Jebb was the secretary/treasurer of Air California Adventure, LLC. Air California Adventure, LLC assigned its interest in the lease to Air California Adventure, Inc. on March 20, 2000. David Jebb and Maya Jebb are the sole officers of Air California Adventure, Inc. Air California Adventure, LLC, Air California Adventure, Inc., David Jebb, and Maya Jebb are hereafter collectively referred to as "Lessees".
3. On June 7, 2004, the City issued a Notice of Violation to its Lessees, citing the violation of various laws and regulations.
4. On February 15, 2006, in response to the Notice of Violation, Lessees filed an after-the-fact permit application with the City's Development Services Department [DSD].
5. On February 27, 2006, CLEAN filed a "Complaint For Civil Penalties, Restitution, and Injunctive Relief," alleging, among other things, violations of the California Coastal Act, California Public Resources Code §§ 30000 *et seq.* ("Coastal Act") with respect to the use of the Property.
6. On May 5, 2006, DSD had completed review of the application and requested additional information from Lessees which it needed in order to continue processing the after-the fact permit application.
7. To date, Lessees have not provided the necessary information to the City.
8. On August 30, 2006, the City Attorney's Office sent a letter, attached to this Agreement as Exhibit A and incorporated herein by reference, to Lessees requiring compliance with the lease terms ("letter").

9. On January 31, 2007, the City filed a Cross-Complaint against Lessees for breaching the lease agreement and for indemnity.

10. The Parties, conditioned upon compliance with the terms and conditions set forth herein, intend by this Agreement to fully and completely resolve, waive, and perpetually extinguish all claims within the scope of the litigation as they relate to each other.

### AGREEMENT

THEREFORE, in consideration of the mutual promises and covenants made in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Actions by the City. The City shall:

- a. Enforce all of the requirements set forth in the August 30, 2006 letter from the City to Lessees, including any restoration of native vegetation required by the California Coastal Commission. In the event Lessees fail to comply with the terms and conditions of the August 30, 2006 letter, City agrees to terminate the lease with Lessees, turn off all irrigation on the Property, cap all run-off pipes on the Property, and obtain and comply with permits for all unpermitted structures or their removal from the Property, consistent with the requirements of the Coastal Act;
- b. Prepare a General Development Plan, a comprehensive City plan for the development and management of the Torrey Pines City Park in collaboration with appropriate City departments, federal, state, and regional agencies, and representatives from the public, within three years of the effective date of this Agreement, absent good cause for delay, and in no event longer than within five years, and taking into consideration the historic value of the property;
- c. Establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 120 days of the effective date of this Agreement, absent good cause for delay, and in no event longer than within six months, and who shall include representatives of the following Gliderport user groups: (1) paragliders, (2) hanggliders, (3) sailplane gliders, and (4) radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups.

2. Payment to CLEAN. Within thirty (30) days of the mutual execution of this Settlement Agreement by the Parties, City shall pay CLEAN twenty thousand dollars (\$20,000).

3. Confidentiality and Publicity. Following the mutual execution of this Agreement by the Parties, CLEAN will, in a press release or announcement concerning this Agreement, promote the benefits of the actions taken by the Parties under this Agreement.

4. Releases. The parties acknowledge that there is a risk that, subsequent to the execution of this Agreement, the parties may incur injury, loss, damage, costs, attorneys' fees, or expenses, which are in some way caused by or connected with the persons, entities, matters, and/or issues referred to herein, or which are unknown and unanticipated at the time this Agreement is executed, or which are not presently capable of being ascertained. The parties further acknowledge that there is a risk that such damages as are presently known may hereafter become more serious than the parties now anticipate. Nevertheless, the parties acknowledge that this Agreement has been negotiated and agreed upon in light of that realization. Both parties have had the benefit and advice of counsel. To the extent the above releases are effective, the parties each waive their rights under California Civil Code section 1542. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. Dismissal of Litigation. CLEAN agrees to dismiss the lawsuit with prejudice within 10 days of the execution of this Agreement.

6. Continuing Jurisdiction of the Court. The parties agree that the Court retains jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

7. Costs and Expenses. With the exception of payment to CLEAN as detailed in paragraph 2, the Parties shall bear their own costs, expenses and attorneys' fees in connection with the current CLEAN litigation, and the negotiations, drafting, and consummation of this Agreement. In the event any action or proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to the reasonable fees, out-of-pocket expenses, and costs of attorneys and experts against the non-prevailing parties, in addition to all other relief to which that party or those parties may be entitled.

8. Agreement to be Bound by Mediation. The parties agree to submit any dispute regarding the interpretation or enforcement of this Agreement to a mutually acceptable mediator. The parties agree to be bound by the decision of the mediator.

9. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and shall not be modified except by a writing executed by the Party to be bound thereby. This Agreement supersedes any written or oral agreement(s) or representations(s) that preceded or may have preceded execution of this Agreement. The Parties have not relied upon any oral representation(s) in deciding whether to enter into this Agreement.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parent companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, plaintiffs, and/or persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts. This Agreement is not intended to bind or benefit any person other than the parties hereto and their successors and assigns.

11. Interpretation and Representation by Counsel. The terms of this Agreement are the product of arms-length negotiations between the Parties and their counsel, and no provision shall be construed against the drafter thereof. All Parties mutually warrant and represent that they have been represented by counsel of their own choosing in the negotiation and drafting of this Agreement, and that they understand fully and voluntarily consent to all of the provisions herein.

12. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any disputes concerning this Agreement shall be in San Diego County, California.

13. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement. This Agreement may also be delivered by facsimile transmission and in such event all facsimile signatures shall be deemed complete for all purposes hereof.

14. Captions. Any captions to the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not are part of this Agreement, and shall not be used for the interpretation of or determination of the validity of this Agreement or any provision hereof.

15. Authorization. Each person signing this Agreement represents and warrants to the Parties and to each other that he or she is fully authorized to sign the Agreement on behalf of the Party for whom/which he or she is signing, and thereby to bind such Party to each and all of the terms of this Agreement.

16. Cooperation. The parties agree to cooperate with each other to execute such documents as reasonably necessary and to take all steps as may be reasonably necessary to accomplish the purpose of this Agreement.

17. Compromise of Disputed Claims. This Agreement is a compromise of disputed claims and shall never at any time or for any purpose be considered an admission of any liability or responsibility on the part of any person or entity, nor shall the furnishing of any consideration for the execution of this Agreement constitute or be construed as an admission of any liability whatsoever by any of the parties hereto or any other person.

18. Integration. The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the terms and conditions of this Agreement that are not fully expressed herein.

19. Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Any waiver by the City must be formally approved by the City Council. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision. This Agreement may be amended, modified or rescinded only in writing signed by all parties to this Agreement.

20. Time of Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

21. Additional Documents. The parties each agree to sign any additional documents which are reasonably necessary to carry out this Agreement or to accomplish its intent.

22. No Assignment. Each party represents and warrants that it has not assigned or transferred any claims released herein, and that it is the sole owner of that claim.

23. No Reliance On Other Party. The undersigned and each of them acknowledge and represent that they are effecting this compromise and settlement and are executing this Agreement (i) after they and their respective legal counsel had the opportunity to and did conduct an independent investigation of the relevant facts; and (ii) without relying on representation made by the other party or the other party's attorney.

24. Severability. Even if a court holds one or more parts of this Agreement ineffective, invalid, or void, all remaining provisions shall remain valid in effect unless a party's consideration materially fails as a result of the invalidity.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

By: Marcia Hanscom  
Name: Marcia Hanscom  
Its: Managing Director

City of San Diego

By: Jay M. Goldstone  
Name: Jay M. Goldstone  
Its: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

\_\_\_\_\_  
David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

Michael J. Aguirre, City Attorney

By: Malinda R. Dickenson  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

R- 302749

R- 303364



IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

City of San Diego

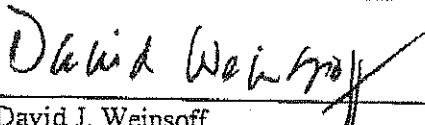
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

Michael J. Aguirre, City Attorney

  
\_\_\_\_\_  
David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

By: \_\_\_\_\_  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

R- 302749

R- 303364

# EXHIBIT A

R- 303364

MALINDA R. DICKENSON  
DEPUTY CITY ATTORNEY

OFFICE OF  
**THE CITY ATTORNEY**  
CITY OF SAN DIEGO

**MICHAEL J. AGUIRRE**  
CITY ATTORNEY

CIVIL DIVISION  
1200 THIRD AVENUE, SUITE 1100  
SAN DIEGO, CALIFORNIA 92101-4178  
TELEPHONE (619) 533-5800  
FAX (619) 533-5856

August 30, 2006

**VIA FACSIMILE (619) 461-8201  
AND U.S. MAIL**

Lisa M Iulianelli, Esq.  
3690 Avocado Village Ct #11  
La Mesa, CA 91941

*Coastal Law Enforcement Action Network v. City of San Diego, et al.*  
San Diego Superior Court Case No. GIC861914

Dear Ms. Iulianelli:

As you are aware, a Complaint has been filed against the City and your clients, Mr. David Jebb and Air California Adventure, as a result of non-permitted activities occurring at the Torrey Pines Gliderport property. The City is committed to ensuring the cessation of any illegal activity at the property and that all appropriate permits are obtained as expeditiously as possible.

In that regard, this letter is to request your clients do both of the following:

- (1) Immediately cease and desist from all the following activities:
  - (a) Allowing any overnight camping/sleeping/RV'ing on the property.
  - (b) Allowing any non-permitted signage and other non-permitted parking features to remain on the property, if their removal does not require the removal or movement of earth.
  - (c) Use of rodenticides or any other poisonous material.
  - (d) Irrigating the property.

and,

- (2) Ensure proper permits are obtained on the property by either:

R- 303364

- (a) Completing the pending City applications for discretionary permits as described in the May 5, 2006 letter from Laura C. Black, Development Project Manager, so that the City may continue to process the applications. If City discretionary permits are obtained, immediately forward the necessary information to the California Coastal Commission so that it may process the coastal development permit (CDP) application for after-the-fact authorization which has been submitted. I am informed the Coastal Commission requires that the discretionary approval process be complete before it can begin to process a CDP application.

or,

- (b) Applying to the Coastal Commission for a CDP to *remove* all non-permitted structures and piping, and to restore native vegetation.

Irrigation and construction of non-permitted improvements and piping constitutes a breach of the Lease Agreement by your clients pursuant to lease sections 1.2, 6.3, and 7.2<sup>1</sup>. Please consider this letter written notice to cure by completing (1) and (2) above, pursuant to section 4.4<sup>2</sup> of the Lease Agreement.

---

<sup>1</sup> 1.2. Uses. It is expressly agreed that the premises are leased to Flight Director/LESSEE solely and exclusively for the purposes of the operation and maintenance of the premises and buildings for a gliderport concession, the use of non-powered aircraft and the general public. The sale of hangliding and paragliding parts and accessories; radio controlled models; sailplane equipment and parts and the sale of merchandise including but not limited to apparel and food and beverage shall be limited to the existing building in its present location or for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

Section 6.3 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by Flight Director/LESSEE without prior written approval by the City Manager.

Section 7.2 Compliance with Law. Flight Director/LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at Flight Director/LESSEE's sole cost and expense. In addition, Flight Director/LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

<sup>2</sup> 4.4 Defaults and Remedies. Default. In the event that: Flight Director/LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by Flight Director/LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, and Flight Director/LESSEE shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion....Then CITY may, at its option, without further notice or demand upon Flight Director/LESSEE or upon any person claiming rights through Flight Director/LESSEE, immediately terminate this lease and all rights of Flight Director/LESSEE and of all persons claiming rights through Flight Director/LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.4(a).(1), hereinabove is not curable within thirty (30) days after notice to a Flight Director/LESSEE, CITY shall not terminate this lease pursuant to the default if Flight Director/LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

Lisa M. Iulianelli, Esq.

-3-

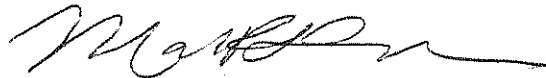
August 30, 2006

In the event your client does not cure within 30 days, please be advised the City will exercise its option to terminate the lease agreement at that time.

Thank you for your consideration and anticipated cooperation. Please do not hesitate to contact me with any questions.

Sincerely,

MICHAEL J. AGUIRRE, City Attorney



By

Malinda R. Dickenson,  
Deputy City Attorney

MDR:ms

cc David J. Weinsoff, Esq.  
Laura Black, Development Services Department  
Kristin Johnson, Real Estates Assets Department  
Melody Negrete, Neighborhood Code Compliance

R- 303364

**EXHIBIT 2**

**PROMISSORY NOTE AND PAYMENT SCHEDULE**

We, David Jebb, Maya Jebb, Air California Adventure, Inc., and Air California Adventure, LLC do hereby acknowledge our joint and several indebtedness to the City of San Diego in the principal amount of:

Twenty Thousand Dollars (\$20,000.00)

In full by January 1, 2008 or plus penalty assessment of 12% interest until paid.

If we do not pay in full by January 1, 2008, we agree to pay monthly payments of \$5,000 plus 12% interest penalty assessment, according to the following Payment Schedule:

Payment Period	Principal	Interest	Total
1. Upon execution	\$5,000	\$0	\$5,000
2. 1/1/08	\$3,200	\$1,800	\$5,000
3. 2/1/08	\$3,584	\$1,416	\$5,000
4. 3/1/08	\$4,014	\$ 986	\$5,000
5. 4/1/08	\$4,202	\$ 504	\$4,706

We shall be entitled at any time to pay in full the balance due. Such payment shall include principal plus any penalty assessment interest accrued to payment date.

Unless and until there is a default under this agreement, City shall refrain from pursuing civil litigation to collect the unpaid balance due. Should default be made in payment of any installment when due, the whole sum shall, at the option of the City, become then immediately due and payable.

It is further understood and agreed that this contract is executed only as security for the payment of the sum stated to be owed and shall not be deemed to be in lieu of payment itself.

IMPORTANT – Accounts that are on active payment plans will still be reported to the State Franchise Tax Board for offset against your State income tax return.

THIS AGREEMENT WILL ACCRUE INTEREST AT THE RATE OF 12% PER ANNUM ON THE UNPAID BALANCE. SHOULD IT BE NECESSARY FOR THE CITY OF SAN DIEGO TO INCUR LEGAL FEES IN ORDER TO ENFORCE THE TERMS OF THIS AGREEMENT, WE AGREE TO BE RESPONSIBLE FOR ALL COURT COSTS, REASONABLE ATTORNEY'S FEES, AND 10% INTEREST INCURRED OR EXPENDED BY THE CITY.

City of San Diego

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Air California Adventure, Inc.

By: \_\_\_\_\_  
Name: DAVID JEBB  
Its: DJ

David Jebb, an individual

David Jebb

Air California Adventure, LLC

By: \_\_\_\_\_  
Name: Maya Jebb  
Its: MJ

Maya Jebb, an individual

Maya Jebb

APPROVED AS TO FORM AND LEGALITY:

Michael J. Aguirre, City Attorney

By: Malinda R. Dickenson  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

Law Offices of Joseph G. Maiorano

Joseph G. Maiorano 11/27/07  
Joseph G. Maiorano  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

Lisa M. Iulianelli

Lisa M. Iulianelli  
Lisa M. Iulianelli  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

# Unpermitted structures bring legal trouble to Gliderport

By Travis Hunter  
LA JOLLA LIGHT

David Jebb has launched thousands of hanggliding and paragliding flights from his Torrey Pines Gliderport, sending San Diegans and tourists alike soaring over the coastline. Now it's the future of the Gliderport itself that is up in the air.

A forthcoming settlement between the city, which leases the land at Torrey Pines City Park to Jebb, and the Coastal Law Enforcement Action Network, a coastal preservation group, could force Jebb to remove unpermitted structures and irrigation at the site and pay legal costs for the city.

The Coastal Law Enforcement Action Network filed a lawsuit against the city because it allowed Jebb to develop the site with an 800-square-foot trailer, a kitchen, concession stand, bathroom and an observatory deck constructed atop two shipping containers without coastal development permits. The structures have been present since the 1980s. The suit also said that Jebb had introduced non-native vegetation to the area, posing a risk to the coastal bluff.

Jebb said that he filed for permits for the structures before he constructed them, but that the city never approved nor denied them. Under the city's settlement agreement with the Coastal Law Enforcement Action Network, Jebb would be required to file the applications again.

The vegetation and irrigation at the site has also been at issue. Jebb said he has already removed his irrigation systems, but he is not happy about it.



Bill Armstrong

Employees of the Torrey Pines Gliderport tear up their sprinkler system after a lawsuit was filed against the city for unpermitted changes to the coastal public land where the Gliderport sits.

"They're asking us to turn it into a dirt pit," he said.

Marcia Hanscom of the Coastal Law Enforcement Action Network called Jebb a "rogue lessee" and said the California Coastal Commission shares her concerns about Jebb's irrigation at the site.

"The bluffs are considered extremely important ecological areas," Hanscom said. "There are bluffs that have been subject to inundation that have failed and fallen into the ocean. We and the Coastal Commission share the concern that he has got to stop irrigating this land."

Jebb said that the grass at his site has actually helped the bluff erode to a lesser degree than those in the surrounding areas. He also said that the landscaping was a matter of safety at the Gliderport, an 8.5-acre site at 2800 Torrey Pines Scenic Drive from which more than 25,000 flights have been launched in the last 10 years.

"I think it's ridiculous," Jebb said. "If we let the grass die, it's going to end up turning into

ruts like the rest of the surrounding areas that are not planted. (Before the landscaping was installed) a lot of guys were breaking ankles and legs landing in these holes and ruts. We don't have those kinds of injuries anymore."

The Coastal Law Enforcement Action Network has also sought to stop the poisoning of squirrels at the Gliderport site. As part of its settlement with the city, the group has asked that the city assign someone from the Parks and Recreation department to more closely oversee the use of Torrey Pines City Park.

"This is public land," Hanscom said. "The city needs to be more protective of its responsibility to manage it."

The city agreed to pay \$20,000 of the group's legal fees as part of the settlement, then filed a cross-complaint against Jebb, seeking to force him to comply with the terms of the agreement and pay the fees. Jebb said he had agreed to pay more than \$20,000.

Jebb will also have to go through the permitting process for most of the structures on his site. If the permits are not approved, the structures will have to come down.

Hanscom said the city has allowed Jebb to go too far in developing the site.

"The city has really privatized this public park," she said. "He's got a pretty significant business there that he keeps expanding. At first it was just a snack shop. It's amazing, the city gets nothing out of having him running it without any permits."

Jebb's lease with the city is up next year. Hanscom said she hoped the city would look into changing the lease at the site.

"We will advise the city when the lease runs out to rethink it," she said.

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## Chateau La Jolla Inn Celebrates Remodeling

Chateau La Jolla Inn, the residential community for active adults, celebrates the completion of an extensive remodeling of its public area spaces including Le Salon, Potpourri Room, Game Room, Reception Lobby and Lounge areas. Interior designer Tricia Craven Worley, A.S.I.D. of Pt. Loma was inspired by the Chateau's close proximity to the beach to create what she describes as a "Coastal Chateau" look. The Potpourri Room's new look has proven particularly popular with the residents. "I have always thought of the Potpourri Room as the resident's den," says Worley, and now with comfortable seating, fine mahogany furnishings and a 50-inch high definition television, the residents can enjoy the Chateau's many activities in comfort and style.

The varied services offered by Chateau La Jolla Inn make living in La Jolla as carefree and convenient as you want with 24-hour concierge, weekly housekeeping, hotel-style dining, complimentary breakfast buffet, kitchenettes in every apartment, complimentary around town transportation and emergency call system.

When prospective residents compare the many features of the Chateau lifestyle, they are amazed by the reasonable prices and pleasantly surprised to learn that living at Chateau La Jolla Inn requires no buy-in expenses or entrance fees! What Chateau La Jolla Inn does offer is flexibility and peace of mind with seasonal, annual and

even multiple year leases. Chateau La Jolla Inn has served the senior community since 1974, and with our new look, we plan to be around for many more years, says Dave Higginbottom, Managing Director.

The staff of Chateau La Jolla Inn will celebrate their new look, by holding a Labor Day open house and "Country Carnival" with refreshments and fun activities for all, on Monday September 3, from 10:00am until 3:00pm. Chateau La Jolla Inn is located at 235 Prospect Street, La Jolla. Call Rebecca Benoit at the Chateau for information and reservations. (858) 459-4451.  
www.chateaulajollainn.com



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## Wallace, Mary Ann

---

**From:** David Jebb <davidj@flytorrey.com>  
**Sent:** Monday, November 24, 2008 1:19 PM  
**To:** Mayor, Office of the  
**Cc:** Young, Anthony; Hueso, Councilmember Ben; Maienschein, Councilmember; SDAT City Attorney; Frye, Donna; Madaffer, Councilmember Jim; Faulconer, Council Member Kevin; Peters, Councilmember Scott; davidj@flytorrey.com; LoMedico, Stacey  
**Subject:** Mayor Sanders - A Call for Action

Mayor Sanders and friends:

Bob Kuczewski is continuing his non-stop campaign to have his suspension appealed so that he can return to the Gliderport. It is clearly a case of his not taking responsibility for his past actions -- but rather complaining to enough people in hopes that he might get them to apply pressure on Gliderport management to rescind his suspension. He has declined mediation with the Soaring Council and myself in our effort to resolve his issues! He has attended more than an dozen Soaring Council meetings and the TOTAL flight community including representatives from the radio control clubs (three clubs), San Diego Hangliding and Paragliding Association, the National Organization United States Hangliding and Paragliding Association) Regional Directors (three Southern California Directors), the Southern California Sailplane representatives and the Torrey Pines Soaring Council have all rejected his claims for reinstatement.

For the past several months Bob Kuczewski has parked his vehicle and stood outside the Gliderport entrance complaining to each and every pilot entering or exiting the Gliderport property. Even though he is not technically on Gliderport property, his actions continue to be negative and disruptive to our business. The majority of users would rather not have him on the property since the vast majority of users see his actions as harmful to the site and the flying community.

I have personally attempted to resolve issues with Mr. Kuczewski in the past however this has proven unsuccessful due to his illogical and pathological behavior. If anyone has further questions, please feel free to contact me.

Thank you,

David Jebb, B.S, M.B.A.  
Flight Director, General Manager  
2800 Torrey Pines Scenic Drive  
San Diego, CA 92037  
858-452-9858

[www.flytorrey.com](http://www.flytorrey.com)  
[www.thethirteenthtimezone.com](http://www.thethirteenthtimezone.com)

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]

Sent: Monday, November 24, 2008 1:13 PM

To: jerrysanders@sandiego.gov

Cc: Michelle Abella-Shon; Ginny Barnes; anthonyyoung@sandiego.gov; Atkins, Councilmember; benhueso@sandiego.gov; bmaienschein@sandiego.gov; cityattorney@sandiego.gov; donnafrye@sandiego.gov; jmadaffer@sandiego.gov; kevinfaulconer@sandiego.gov; scottpeters@sandiego.gov; LoMedico, Stacey; davidj@flytorrey.com

Subject: Mayor Sanders - A Call for Action

Mayor Sanders,

cc/bcc to City Council, City Attorney, David Jebb, and others,

I have written numerous requests asking for a written statement from David Jebb (who operates the Torrey Pines Gliderport) as to why he is banning certain individuals (including myself) from flying at the Gliderport and from being on the Gliderport property.

I have not gotten any satisfactory response from Mr. Jebb.

I have made similar requests both in person and via email to the appropriate departments which are under your oversight (most notably, Real Estate Assets and Parks and Recreation). Again, I have not gotten a satisfactory response.

It is clear to me, from my own first hand experience, that Mr.

Jebb cannot provide a written reason for these abuses because he does not have one. In all of these cases, he lost his temper without cause and made statements that he cannot back up with facts. And in the process of avoiding the responsibility for his actions, he is dragging City staff members and volunteers into the indefensible position of denying due process to the public.

He is dragging you, Mayor Sanders, into the indefensible position of denying due process to the public. This kind of cancerous behavior cannot be tolerated or it will ultimately corrupt the entire City government. You may know Mr. Jebb from your time with the Police Department, and you may have had some degree of respect for him in that capacity. But his actions at the Torrey Pines Gliderport threaten to bring shame and dishonor to you and the City if they are not corrected immediately.

Mayor Sanders, I believe you are ultimately responsible for the actions of the departments, boards, and employees under your management. I am therefore placing the responsibility for this lack of action by your departments on your desk. If this has simply been an innocent oversight, then I expect that it will be corrected quickly now that you are aware of the problem. Otherwise, I will be forced to conclude that this lack of action by your administration has been conducted with your direct knowledge and approval. I hope that is not the case, and I look forward to a speedy resolution of this matter.

Sincerely,

Bob Kuczewski

858-204-7499

## Wallace, Mary Ann

---

**From:** SDAT City Attorney  
**Sent:** Tuesday, February 8, 2011 12:52 PM  
**To:** Bob Kuczewski  
**Cc:** Lightner, Councilmember Sherri; Young, Anthony; Zapf, Lorie; Ken Baier  
**Subject:** RE: CLEAN Settlement  
**Attachments:** R-303300.pdf

Dear Mr. Kuczewski,

The resolution creating the Torrey Pines City Park Advisory Board requires that the Board to be terminated once its advisory purpose is complete. The City Council established the Board under City Charter section 43(b), which authorizes the creation of temporary citizen committees only for the purpose of advising on questions with clearly defined objectives. Here, the Board's role is limited to overseeing and approving the General Development Plan, and does not include overseeing the management and operations of the Gliderport. Consistent with the settlement agreement, the resolution states that "upon the Park and Recreation Board's vote on the final General Development Plan, the Board shall dissolve." As the Board has taken its final vote on the General Development Plan, its objective has been served. The Resolution of the City Council of the City of San Diego Establishing a Torrey Pines Park Advisory Board is attached hereto.

Sincerely,  
Gina Coburn

---

**From:** Bob Kuczewski [mailto:bobkuczewski@gmail.com]  
**Sent:** Thursday, February 03, 2011 7:31 PM  
**To:** SDAT City Attorney  
**Cc:** Lightner, Councilmember Sherri; Young, Anthony; Zapf, Lorie; Ken Baier  
**Subject:** RE: CLEAN Settlement

Hello Ms. Coburn (cc/bcc to others),

Thanks very much for your reply.

The settlement agreement states that the City shall:

"Establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 120 days of the effective date of this Agreement, absent good cause for delay, and in no event longer than within six months, and who shall include representatives of the following Gliderport user groups: (1) paragliders, (2) hanggliders, (3) sailplane gliders, and (4) radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups."

That's the full text of that clause.

Just so we're all clear, is it the City Attorney's position that the terms of this agreement would have been met if the Board were established and then dissolved in the same day? The same week? The same month? How long should the parties have expected the City to comply with that particular condition? In other words, how long should the parties expect the City to abide by the terms of the agreement?

I am asking because it seems to me that a "reasonable person" reading the terms of that agreement would naturally expect the Torrey Pines City Park Advisory Board to provide advisement on the subject property for as long as the property exists - just as the many other Boards and Commissions do for other City parks and properties. Is the City Attorney's office advising the City differently?

For example, I have included a current list from the City's web site (below). I would like to know which of these have only been allowed to meet for less than 2 years before being dissolved.

Finally, I am sorry to have to ask these questions, but the City was sued because it was not providing proper oversight at that park. Indeed, the City does not - even today - have the required experts to provide that oversight. The terms of the settlement agreement seem to be targeted at correcting that deficiency by providing experts from the community so the City is not sued again. Am I misunderstanding the terms of that agreement?

Thanks in advance,  
Bob Kuczewski

=====

List of Boards and Commissions from the San Diego City Web site:

[Arts and Culture, Commission for](#)  
[Audit Committee](#)  
[Balboa Park Committee](#)  
[Board of Building Appeals and Advisors](#)[Centre City Development Corporation, Inc. \(CCDC\)](#)  
[Citizens' Revenue Review and Economic Competitiveness Commission](#)  
[Citizens' Review Board on Police Practices](#)  
[Citizens' Equal Opportunity Commission](#)  
[Civil Service Commission](#)  
[Community Forest Advisory Board](#)  
[Consolidated Plan Advisory Board](#)  
[Convention Center Corporation, Inc. \(San Diego\)](#)  
[Data Processing Corp. Board of Directors, San Diego \(SDDPC\)](#)  
[Ethics Commission](#)  
[Funds Commission](#)  
[Gang Prevention and Intervention, Commission on](#)  
[Historical Resources Board](#)

[Horton Plaza Theatres Foundation](#)  
[Housing Advisory and Appeals Board](#)  
[Housing Commission, San Diego](#)  
[Human Relations Commission](#)  
[Independent Rates Oversight Committee \(IROC\)](#)  
[International Affairs Board](#)  
[La Jolla Shores Planned District Advisory Board](#)  
[Library Commissioners, Board of](#)  
[Managed Competition Independent Review Board \(MCIRB\)](#)  
[Medical Marijuana Task Force Committee](#)  
[Mission Bay Park Committee](#)  
[Old Town San Diego Planned District Design Review Board](#)  
[Park and Recreation Board](#)  
[Parking Advisory Board](#)  
[Planning Commission](#)  
[Port District, San Diego Unified \(Board of Commissioners\)](#)  
[Public Facilities Financing Authority](#)  
[Qualcomm Stadium Advisory Board](#)  
[Redistricting Commission](#)  
[Relocation Appeals Board](#)  
[Retirement System, City Employees Board of Administration \(SDCERS\)](#)  
[Senior Affairs Advisory Board](#)  
[Small Business Advisory Board](#)  
[Solid Waste Local Enforcement Agency Hearing \(LEAH\)](#)  
[Southeastern Economic Development Corporation, Board of Directors \(SEDC\)](#)  
[Sustainable Energy Advisory Board](#)  
[Torrey Pines City Park Advisory Board](#)  
[Water Authority Board, County of San Diego](#)  
[Wetlands Advisory Board](#)  
[Youth Commission](#)

-----Original Message-----

**From:** SDAT City Attorney <[CityAttorney@saniego.gov](mailto:CityAttorney@saniego.gov)>

**To:** Bob Kuczewski <[bobkuczewski@gmail.com](mailto:bobkuczewski@gmail.com)>

**Cc:** Lightner, Councilmember Sherri <[SherriLightner@saniego.gov](mailto:SherriLightner@saniego.gov)>, Young, Anthony <[AnthonyYoung@saniego.gov](mailto:AnthonyYoung@saniego.gov)>, Zapf, Lorie <[LZapf@saniego.gov](mailto:LZapf@saniego.gov)>, Ken Baier <[airjunkies@sbcglobal.net](mailto:airjunkies@sbcglobal.net)>

**Subject:** RE: CLEAN Settlement

**Date:** Thu, 3 Feb 2011 16:23:53 -0800

Dear Mr. Kuczewski,

Thank you for your email to the San Diego City Attorney's Office.

In regards to your questions below, the terms of the June 27, 2007 settlement agreement do not require CLEAN's consent to dissolve the Torrey Pines City Park Advisory Board. Additionally, those persons at CLEAN with knowledge of the settlement agreement are David Wiensoff, David Jebb, Maya Jebb and Marcia Hanscon. The City does not have their contact information.

Sincerely,

Gina Coburn

Communications Director

**From:** Bob Kuczewski [mailto:bobkuczewski@gmail.com]  
**Sent:** Tuesday, February 01, 2011 7:29 PM  
**To:** SDAT City Attorney  
**Cc:** Lightner, Councilmember Sherri; Young, Anthony; Zapf, Lorie; Ken Baier  
**Subject:** CLEAN Settlement

City Attorney's Office (cc/bcc Sherri Lightner and others),

Councilmember Lightner (or her staff) wrote to me earlier today:

*"Responding to your additional concern, I contacted the City Attorney's office, who advised me that the City is in compliance with the settlement agreement with CLEAN. If you have any additional questions related to the settlement agreement with CLEAN, please contact the City Attorney's office directly at (619) 236-6220 or [cityattorney@sandiego.gov](mailto:cityattorney@sandiego.gov)."*

In compliance with Ms. Lightner's request, I am asking the City Attorney's office about whether or not CLEAN has agreed to have the Torrey Pines City Park Advisory Board terminated after less than two years of active service. I would also like the full current contact information for anyone in CLEAN who could verify such agreement.

Thanks in advance,  
Bob Kuczewski

=====  
**From:** Lightner, Councilmember Sherri <[SherriLightner@sandiego.gov](mailto:SherriLightner@sandiego.gov)>  
**To:** bobkuczewski@gmail.com <[bobkuczewski@gmail.com](mailto:bobkuczewski@gmail.com)>  
**Subject:** Torrey Pines City Park Advsiory Board  
**Date:** Tue, 1 Feb 2011 09:22:43 -0800

Dear Mr. Kuczewski,

Thank you for contacting our office regarding Torrey Pines City Park.

I know that you want the Torrey Pines City Park Advisory Board (TPCPAB) to be continued indefinitely to (A) oversee safety and management at the park and (B) oversee stewardship of the park and (C) provide a venue to discuss past conflicts. I also know that you have concerns about the City's compliance with a June 27, 2007 settlement agreement with

CLEAN.

The establishing ordinance for the TPCPAB (attached) states:

"In accordance with San Diego City Charter section 43(b), the Mayor or City Council may create and establish temporary citizen committees for the sole purpose of advising on questions with clearly defined objectives and which shall be dissolved upon completion of the objective for which they were created...

Pursuant to City Charter section 43(b), the Torrey Pines City Park Advisory Board will have the following defined objective: To serve in an advisory capacity to provide input to the Park and Recreation Board on the General Development Plan for Torrey Pines City Park [GDP], in compliance with Council Policy 600-33, 'Community Input for Park Projects.'"

It goes on to state:

"Be it further resolved, that upon the Park and Recreation Board's vote on the final General Development Plan, the board shall dissolve."

The defined objective of the TPCPAB does not include A, B, or C, above. The TPCPAB was not established to continue indefinitely. Furthermore, the TPCPAB has not made any indication that they desire to either continue indefinitely or address A, B or C, above.

Responding to your additional concern, I contacted the City Attorney's office, who advised me that the City is in compliance with the settlement agreement with CLEAN. If you have any additional questions related to the settlement agreement with CLEAN, please contact the City Attorney's office directly at (619) 236-6220 or [cityattorney@sandiego.gov](mailto:cityattorney@sandiego.gov).

I have encouraged interested members of the community to consider formation of a private "Friends of Torrey Pines City Park" to solicit donations for the park. I also envision a future, City sanctioned group associated with the park that advises the Park & Rec department on TPCP issues. The make-up of that group and how it operates should be the subject of future discussion. The best way to get started on this sort of discussion is a public meeting where all interested parties can be a part of the conversation. Currently, when the type of environmental document needed for the GDP is unknown, and when the timeline for the GDP's completion is also unknown, such a meeting would be premature. However, I look forward to your participation in a future meeting.

Thank you for your interest.

Sincerely,

Sherri S. Lightner

## Wallace, Mary Ann

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**From:** Calloway, Patricia  
**Sent:** Friday, October 18, 2013 1:13 PM  
**To:** Henson, Barbara  
**Subject:** RE: major problem at the gliderport

Thanks Barbara!

-----Original Message-----

From: Henson, Barbara  
Sent: Friday, October 18, 2013 12:28 PM  
To: robinm@flytorrey.com  
Cc: Calloway, Patricia; Chase, Molly  
Subject: major problem at the gliderport

Good Afternoon Robin,

I hope this email finds you well, and I appreciate your patience during the scheduling process. Interim Mayor Gloria greatly appreciates the opportunity to meet with you and discuss the gliderport issue, however, due to an overloaded schedule he is unable to meet with you at this time.

As he is unavailable, he would like you to meet with Jamie Fox, Chief of Staff, and Molly Chase, Director of Protocol. I have cc'd Pat Dewar, Executive Assistant to Jamie Fox, and you can work directly with her to schedule your meeting with Jamie and Molly. If you have any questions, or if I can be of further assistance, please don't hesitate to contact me.

Thank you for your understanding and have a great weekend!

Kind Regards,

Barbara Henson

Deputy Director of Scheduling  
Interim Mayor Todd Gloria  
City of San Diego  
202 C Street, 11th Floor  
San Diego, CA 92101  
(619) 236-7056

-----Original Message-----

From: robinm@flytorrey.com [mailto:robinm@flytorrey.com]  
Sent: Tuesday, October 15, 2013 12:16 PM  
To: Councilmember Todd Gloria  
Cc: Porras, Michelle  
Subject: major problem at the gliderport

Hello Todd hope everything is well with you and your family.

This is Robin Marien, Flight Director at the Torrey Pines Gliderport, It is imperative that i speak with you about



an on going major problem here at the Gliderport and at the City Council.

Look forward to meeting you

A.S.A.P

Robin Marien

Flight Director

Torrey Pines Gliderport  
(858)4529858

## Wallace, Mary Ann

---

**From:** Hoover, Janie  
**Sent:** Friday, October 18, 2013 4:00 PM  
**To:** robinm@flytorrey.com  
**Subject:** RE: Major problem at the Gliderport

Good Afternoon,

The following dates and times are available for a 30 minute meeting, here in our office:

Friday, October 25 @ 2:30pm or 3pm  
Friday, November 1 @ 10:30am or 11am  
Monday, November 4 @ 10am or 10:30am  
Wednesday, November 6 @ 2pm, 2:30pm or 3:30pm

Please let me know if any of these work with your schedule, or if additional dates and times in the following weeks are needed.

Best regards,

Janie Hoover  
Director of Office Administration  
Office of Council President Pro Tem Sherri S. Lightner First District, City of San Diego  
202 C Street, MS 10A  
San Diego, CA 92101  
jmhoover@sandiego.gov  
P: (619) 236-6611  
F: (619) 236-6999

Follow Sherri on Facebook!

Disclosure: This email is public information. Correspondence to and from this email address is recorded and may be viewed by third parties and the public upon request.

-----Original Message-----

From: Hoover, Janie  
Sent: Wednesday, October 16, 2013 11:36 AM  
To: 'robinm@flytorrey.com'  
Subject: RE: Major problem at the Gliderport

Hi Robin,

Thank you for your email. I will follow up with Councilmember Lightner and get back to you as soon as possible.

Best regards,

Janie Hoover  
Director of Office Administration  
Office of Council President Pro Tem Sherri S. Lightner First District, City of San Diego

202 C Street, MS 10A  
San Diego, CA 92101  
jmhoover@sandiego.gov  
P: (619) 236-6611  
F: (619) 236-6999

Follow Sherri on Facebook!

Disclosure: This email is public information. Correspondence to and from this email address is recorded and may be viewed by third parties and the public upon request.

-----Original Message-----

From: robinm@flytorrey.com [mailto:robinm@flytorrey.com]  
Sent: Tuesday, October 15, 2013 12:13 PM  
To: Lightner, Councilmember Sherri  
Cc: Hoover, Janie  
Subject: Major problem at the Gliderport

Hello Sherri hope everything is well with you and your family.

This is Robin Marien, Flight Director at the Torrey Pines Gliderport, It is imperative that i speak with you about an on going major problem here at the Gliderport and at the City Council.

Look forward to meeting you

A.S.A.P

Robin Marien

Flight Director

Torrey Pines Gliderport  
(858) 4529858

## Wallace, Mary Ann

---

**From:** Bob Kuczewski <bobk@bluebottle.com>  
**Sent:** Tuesday, July 22, 2008 11:50 AM  
**To:** davidj@flytorrey.com  
**Cc:** LoMedico, Stacey; Atkins, Councilmember; Peters, Councilmember Scott; Faulconer, Council Member Kevin; Madaffer, Councilmember Jim; Mayor, Office of the; Frye, Donna; Maienschein, Councilmember; Hueso, Councilmember Ben; Young, Anthony; Aguirre, Michael  
**Subject:** Re: Request for Written Documentation of Suspension

Mr. Jebb,  
Public Copy to San Diego City Government,  
Private Copy to USHPA and other Observers,

I know that you would like this issue to go away, but it will not as long as you are barring qualified pilots from flying at the Torrey Pines City Park with no written reason and no recourse for justice.

The first sentence of your response implies that you suspended myself (for one year) and David Beardslee (for life) because of "serious safety violations". If that's the case, then please put them in writing.

Mr. Jebb, this is not rocket science. You have banned two pilots and they deserve to know why. You know that you have no reason for these bans and that they were imposed because you lost your temper in both cases. This is not acceptable behavior for a lessee of a City Park. Now my advice is to simply admit that you made a mistake and offer to correct it.

This is my 8th request for a written reason why I have been banned from flying at the Torrey Pines Gliderport or from being on that property. I don't think I need to be an attorney to ask the same for David Beardslee. I will add that you have certainly suspended more than 2 people in 12 years. I don't wish to call you a liar, but you may have forgotten some of the people and entire clubs that you have suspended in the past. Your lack of memory in this area is troubling at best.

Bob Kuczewski

----- Original Message -----

From: "David Jebb" <davidj@flytorrey.com>  
To: "'Bob Kuczewski'" <bobk@bluebottle.com>  
Sent: Tuesday, July 22, 2008 10:13 AM  
Subject: Request for Written Documentation of Suspension

Bob:

In twelve years I have suspended two people for serious safety violations. My job is protecting the City of San Diego and my company from potential liability issues. Bob you know very well why you were suspended. You are not David Beardslee's attorney, so I suggest you have him contact me. Otherwise your lack of taking personal responsibility for blatantly disregarding site rules and creating problems for our San Diego City Lifeguards just demonstrates to me that your suspension was justified.

I have asked you in the past to STOP your never ending emails directed at me on this subject. So please once again, let this issue rest!

David Jebb  
Flight Director - Master Instructor  
Torrey Pines Gliderport  
2800 Torrey Pines Scenic Drive  
San Diego, CA 92037  
1-858-452-ZULU (9858)  
1-877-FLY TEAM (359-8326)

www.flytorrey.com  
www.thethirteenthtimezone.com

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]

Sent: Monday, July 21, 2008 2:34 PM

To: davidj@flytorrey.com

Cc: Michael J. Aguirre; anthonyyoung@sandiego.gov; benhueso@sandiego.gov; bmaienschein@sandiego.gov; donnafrye@sandiego.gov; jerrysanders@sandiego.gov; jmadaffer@sandiego.gov; kevinfaulconer@sandiego.gov; scottpeters@sandiego.gov; toniatkins@sandiego.gov; LoMedico, Stacey

Subject: Re: Request for Written Documentation of Suspension

Mr. Jebb,  
Public Copy to San Diego City Government,  
Private Copy to USHPA and other Observers,

This is my 7th request for a written reason why you have banned me from flying at the Torrey Pines Gliderport or from being on the Torrey Pines Gliderport property for a period of one year.

As I have mentioned before (see message history below), I believe your actions represent multiple violations of your lease. Furthermore, your continued abuse of pilots who fly at the Gliderport is not in keeping with your position as Regional Director of USHPA. I believe that these actions will not continue to be tolerated by the people who use the Torrey Pines Gliderport nor by the people you claim to represent through your position at USHPA.

Therefore, I am asking once again that you either provide a written reason for my suspension or that you withdraw it immediately. I ask that you do the same for David Beardslee.

Sincerely,  
Bob Kuczewski

----- Original Message -----

From: "Bob Kuczewski" <bobk@bluebottle.com>

To: <davidj@flytorrey.com>

Cc: "Rob Sporrer" <rob@paraglide.com>; "Brad Hall" <brad.reg3@gmail.com>; "Cindy Brickner" <cindyb@caracolesoaring.com>; "Ed Slater"

<Edward.Slater@sdcounty.ca.gov>; "edward slater" <ejs044@cox.net>; "Gary Fogel" <gfogel@natural-selection.com>; "Jim Wright"

<jmwright402@sbcglobal.net>; "Joe Holtzman" <joeholtzman@cox.net>; "Mike Lance" <mike.lance@cobrausa.com>

Sent: Sunday, May 18, 2008 12:41 PM

Subject: Request for Written Documentation of Suspension

Mr. Jebb (cc/bcc others),

In your recent message you stated that I "know perfectly well" why I was expelled from the Gliderport. I think that is true. I think I was expelled because in the last 18 months:

- I have written many letters requesting fairness for all.
- I have revived the Torrey Pines Soaring Council.
- I have defended people who have been abused.
- I have observed many violations of your lease.
- I have informed USHPA of your unfair practices.
- I have informed the City of your unfair practices.
- I have urged the City to implement the Advisory Board.
- I started the Torrey Hawks to bring pilots together for fairness.
- With every visit to the Gliderport, I gather more support for change.

Yes, I know of many reasons why you have suspended me from being at the Gliderport ... but none of them sound very good to anyone who might be listening. And none of them are justification to ban me from the use of a City Park. That's what I know perfectly well ... and everyone else does too.

So far, I have made 5 written requests for one written statement describing why I have been suspended. I am waiting - along with everyone else - for your answer.

Bob Kuczewski

----- Original Message -----

From: "Bob Kuczewski" <bobk@bluebottle.com <mailto:bobk@bluebottle.com>  
To: <davidj@flytorrey.com <mailto:davidj@flytorrey.com>  
Cc: "Rob Sporrer" <rob@paraglide.com <mailto:rob@paraglide.com>; "Brad Hall" <brad.reg3@gmail.com <mailto:brad.reg3@gmail.com>; "Cindy Brickner" <cindyb@caracolesoaring.com <mailto:cindyb@caracolesoaring.com>; "Ed Slater" <Edward.Slater@sdcounty.ca.gov <mailto:Edward.Slater@sdcounty.ca.gov>; "edward slater" <ejs044@cox.net <mailto:ejs044@cox.net>; "Gary Fogel" <gfogel@natural-selection.com <mailto:gfogel@natural-selection.com>; "Jim Wright" <jmwright402@sbcglobal.net <mailto:jmwright402@sbcglobal.net>; "Joe Holtzman" <joeholtzman@cox.net <mailto:joeholtzman@cox.net>; "Mike Lance" <mike.lance@cobrausa.com <mailto:mike.lance@cobrausa.com>  
Sent: Sunday, May 18, 2008 10:59 AM  
Subject: Re: Torrey Pines Gliderport

Mr. Jebb (cc/bcc to others),

I do not wish to engage in name-calling or harassment, and I will overlook - for now - the factual misrepresentations in your most recent response (included below).

I am only asking for a simple written statement as to why I have been suspended from flying at the Gliderport or from being on the Gliderport property for one year. This is not an unreasonable request, and I suspect that many people reading these messages may be wondering why you are so unwilling to provide an answer.

This is my fifth request: Please send me a written reason for my one-year suspension from the Torrey Pines Gliderport.

Bob Kuczewski

----- Original Message -----

From: "David Jebb" <davidj@flytorrey.com <mailto:davidj@flytorrey.com>

To: "'Bob Kuczewski'" <bobk@bluebottle.com <mailto:bobk@bluebottle.com>

Sent: Sunday, May 18, 2008 9:29 AM

Subject: Torrey Pines Gliderport

Bob:

I am growing tired of your harassing emails. You know perfectly well why you were expelled from the Gliderport. I spent at least five minutes explaining your unacceptable behavior and asked you to immediately leave the Gliderport premises. One of my instructors spent one and one-half hours talking with you attempting to explain and reason with you the consequence of your actions prior to the San Diego Police Department's arrival at my request after you refused to leave the property. Since you were not arrested I have no obligation to write you anything, especially since you have a perverted and twisted every other document which has previously been sent to you. I have had enough of your psychotic behavior. Just realize that if you set foot on the property anytime before your suspension is up there will be further repercussions.

David Jebb, B.S. M.B.A.  
Flight Director  
Torrey Pines Gliderport  
2800 Torrey Pines Scenic Drive  
San Diego, CA 92037  
Phone: 1-858-452-9858

[www.flytorrey.com](http://www.flytorrey.com) <<http://www.flytorrey.com>> [www.thethirteenthtimezone.com](http://www.thethirteenthtimezone.com)  
<<http://www.thethirteenthtimezone.com>>

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]

Sent: Saturday, May 17, 2008 8:52 PM

To: davidj@flytorrey.com <mailto:davidj@flytorrey.com>

Cc: Mike Lance; Joe Holtzman; Jim Wright; Gary Fogel; edward slater; Ed Slater; Cindy Brickner; Brad Hall; Rob Sporrer

Subject: Request for Written Documentation of Suspension

Mr. David Jebb (cc/bcc to others),

This is my fourth request (see below) for a written reason why I have been suspended from flying at the Torrey Pines Gliderport for one year and banned from being on the Torrey Pines City Park for one year. As I mentioned before, I believe this is a violation of your lease and it reflects poorly on your position as a USHPA Regional Director. Please take a few moments to let myself - and everyone else on this list - know why you have suspended my flying privileges and banned me from being on the property.

Sincerely,  
Bob Kuczewski

----- Original Message -----

From: "Bob Kuczewski" <bobk@bluebottle.com <mailto:bobk@bluebottle.com>

To: <davidj@flytorrey.com <mailto:davidj@flytorrey.com>

Sent: Thursday, May 08, 2008 12:30 PM

Subject: Re: Request for Written Documentation of Suspension

Mr. David Jebb,

with public copy to USHPA Executive Committee, with public copy to San Diego City Attorney's Offices, with public copy to San Diego City Council Offices, with public copy to Torrey Pines Soaring Council, with public copy to the Mayor's Office, with private copy to all others,

This is my third request (see below) for a written reason as to why you have banned me from flying at the Torrey Pines Gliderport and for being on that property - which is part of the Torrey Pines City Park - for a period of one year.

I have examined your lease and I believe your recent actions on April 11th of 2008, and April 18th of 2008 constitute violations of your lease according to sections 1.2, 1.6, 1.7, 1.10, 7.2, 7.15, and 8.3. At this time I am asking you to either provide credible reasons for your actions or to cease and desist from barring myself and other pilots (including, but not limited to, David Beardslee) from flying at the Gliderport without written notification of the reasons and a written description of an appeals process. As a former police officer, you are surely aware of the many reasons why citations and other legal documents are issued in writing, and why all citizens are given a chance to appeal any such accusations in a fair and impartial forum.

Please respond in a timely manner and to everyone on the public portion of this message.

Thank you for your cooperation,  
Bob Kuczewski

NOTE: I apologize to everyone on this wide distribution list, but Mr. Jebb's repeated refusal to provide any fairness or due process has compelled me to include you in this message.

----- Original Message -----

From: "Bob K." <bobk@bluebottle.com <mailto:bobk@bluebottle.com>

To: <davidj@flytorrey.com <mailto:davidj@flytorrey.com>

Cc: <richhass@comcast.net <mailto:richhass@comcast.net>; <mgforbes@mindspring.com

<mailto:mgforbes@mindspring.com>; <parariss@yahoo.com <mailto:parariss@yahoo.com>; <lisa@lisatateglass.com

<mailto:lisa@lisatateglass.com>; <paul.montville@ushpa.aero <mailto:paul.montville@ushpa.aero>;

"Lisa Tate" <lisa@soaringdreamsart.com <mailto:lisa@soaringdreamsart.com>;

"Ernie Camacho"

<ernie@twirlonup.com <mailto:ernie@twirlonup.com>; "Rob Sporrer"

<rob@paraglide.com <mailto:rob@paraglide.com>

Sent: Wednesday, April 30, 2008 3:06 PM

Subject: Re: Request for Written Documentation of Suspension

Mr. Jebb,  
with public copy to USHPA Executive Committee, and private copy to others,

Thank you for your response. However, I am asking for a written statement detailing the reasons for my suspension. As a former policeman, you are certainly aware of the many reasons why citations and other legal documents are given in writing and not issued verbally. If you are going to suspend my flying privileges for one year, you can surely take a few seconds to write down your reasons so there can be no misunderstanding as to your claims and the bounds of this suspension.

Also, since you referenced the members of your staff, could you please include their names and contact information as well.

Thank you for your cooperation.



Sincerely,  
Bob Kuczewski  
USHPA #81898

----- Original Message -----

From: "David Jebb" <davidj@flytorrey.com <mailto:davidj@flytorrey.com>  
To: "'Bob K.'" <bobk@bluebottle.com <mailto:bobk@bluebottle.com>  
Sent: Wednesday, April 30, 2008 11:53 AM  
Subject: RE: Request for Written Documentation of Suspension

Bob:

The facts of your suspension were thoroughly explained to you on April 18th as witnessed by Torrey Staff.

David Jebb  
Flight Director - Master Instructor  
Torrey Pines Gliderport  
2800 Torrey Pines Scenic Drive  
San Diego, CA 92037  
1-858-452-ZULU (9858)  
1-877-FLY TEAM (359-8326)

[www.flytorrey.com](http://www.flytorrey.com) <<http://www.flytorrey.com>> [www.worldtalkradio.com](http://www.worldtalkradio.com) <<http://www.worldtalkradio.com>>

-----Original Message-----

From: Bob K. [mailto:bobk@bluebottle.com]  
Sent: Monday, April 28, 2008 10:13 PM  
To: davidj@flytorrey.com <mailto:davidj@flytorrey.com>  
Cc: Rob Sporrer; Ernie Camacho; Lisa Tate; paul.montville@ushpa.aero <mailto:paul.montville@ushpa.aero>;  
lisa@lisatateglass.com <mailto:lisa@lisatateglass.com>; parariss@yahoo.com <mailto:parariss@yahoo.com>;  
mgforbes@mindspring.com <mailto:mgforbes@mindspring.com>; richhass@comcast.net  
<mailto:richhass@comcast.net>  
Subject: Request for Written Documentation of Suspension

Mr. Jebb,  
with public copy to USHPA Executive Committee, and private copy to others,

On April 18th, you informed me that I was not allowed to fly at the Gliderport or be on the Gliderport property for a period of one year. Please send me a written statement detailing why I have been suspended, and please send a copy to everyone on the public portion of this list (including Mr. Montville and the members of the Executive Committee). I will be using your statement as a starting point for obtaining due process justice, so please be complete and accurate.

I am sorry to have to make such a public request, but your handling of Mr. Beardslee's suspension without any written documentation or due process will not be acceptable in this case.

Sincerely,  
Bob Kuczewski  
USHPA #81898



## Wallace, Mary Ann

---

**From:** Bob Kuczewski <bobk@bluebottle.com>  
**Sent:** Sunday, September 14, 2008 12:28 AM  
**To:** Sandoval, David  
**Cc:** Geitz, Kristin; Davies, Kimberly; Barwick, James; LoMedico, Stacey  
**Subject:** Re: Torrey Pines Gliderport Follow-Up

Mr. Sandoval (copy and blind copy to others),

I have reviewed your response (below) and I have given it careful consideration over the past 2 weeks.

You are correct that Mr. Jebb is within his rights to ensure the safe operation of the Gliderport. But that does not give him a license to abuse members of the general public or to "banish" people from a City Park without some form of due process or documentation.

Surely, the banning of citizens for a year (or for an entire lifetime!) must require such serious offenses that Mr. Jebb would have no problem providing documentation - or at least a statement - of his reasons. His unwillingness to do so should be a red flag to both the Real Estate Assets and Parks and Recreation Departments.

If you look into the matter, you will find that Mr. Jebb's actions were not taken for any legitimate reason but as a vindictive retaliation against me (and others) for speaking out about his abuses at that site.

Mr. Sandoval, your apparent willingness to either parrot Mr. Jebb's own vague explanation of these events (or to fabricate such a vague explanation yourself) is troubling at best. It is clear that neither your department (Real Estate Assets) nor the Parks and Recreation department is providing adequate oversight of the operation of the Torrey Pines Gliderport. This was evident from the CLEAN lawsuit, and it is evident from your combined unwillingness to provide any investigation into these abuses. I don't know if this lack of oversight results from incompetence, corruption, budgetary constraints, or some other failing, but you can be assured that I will not rest until there is some form of oversight protecting the public's use of this historic resource.

Mr. Sandoval, I am asking you for the specific reason that I have been banned from flying at the Torrey Pines Gliderport and from being on the Torrey Pines Gliderport property as a member of the general public.

I don't want to hear any generalities about "bizzare", "disruptive", or "combative" behaviour. I want to know precisely what actions I have been accused of taking, and I want to know exactly what rules I have been accused of breaking. Mr. Jebb's background in law enforcement should be more than adequate for him to produce such a report. You should also be advised that I have a recording of the entire event. So if Mr. Jebb is lying about why he has banned me, then it will come out. I have also been accumulating the written statements of others who have been similarly mistreated at the site, and I think I have considerable proof that Mr. Jebb's actions fit a pattern of abuse. As someone entrusted to do the public's work, you should not be dismissing these serious abuses so quickly ... or easily.

Finally, I will inform you that some of the statements in your message below are either severely distorted or completely untrue. I believe I have credible evidence to that effect. Now I understand that you were not present at the scene, and that you are only taking Mr. Jebb's word for what has happened. But I am telling you that these statements are untrue, and they might amount to slander if you persist in repeating them without verification. I would therefore advise you to revisit this matter with Mr. Jebb, and I would advise you to get a written statement from him so that you do not continue to expose yourself and the City of San Diego to the ramifications of simply repeating statements which are not true without any documentation of their source. I look forward to getting such a written statement of Mr. Jebb's reasons for my suspension (in his own words) through your office as soon as possible.

Sincerely,

Bob Kuczewski

----- Original Message -----

From: "Sandoval, David" <DSandoval@san Diego.gov>

To: "Bob Kuczewski" <bobk@bluebottle.com>

Cc: "LoMedico, Stacey" <SLomedico@san Diego.gov>; "Barwick, James" <JBarwick@san Diego.gov>; "Davies, Kimberly" <KDavies@san Diego.gov>; "Geitz, Kristin" <KGeitz@san Diego.gov>

Sent: Thursday, August 28, 2008 4:28 PM

Subject: RE: Torrey Pines Gliderport Follow-Up

Mr. Kuczewski:

Upon review of that certain lease by and between the City of San Diego City), as Lessor and Air California Adventure, LLC, as Lessee, it is abundantly apparent that Mr. Jebb is within his rights, responsibilities, and authority to ensure the safe, responsible operation of the Torrey Pines gliderport.. Pursuant to Paragraph 1.6, Competent Management, "Flight Director/LESSEE shall institute rules and regulations governing flight and personal conduct so as to create a safe and enjoyable flight park", and Paragraph 8.1 Flight Rules and Regulations, "Flight Director/LESSEE or his representative shall enforce and administer all the Rules and Regulations posted onsite.", Mr.. Jebb, as Lessee, has the authority to operate the gliderport in order to ensure a safe environment. The City is not involved in the day to day operations of its leaseholds.

Mr. Jebb and the City are potentially at considerable risk if one or more individuals either disregard the rules and regulations of the gliderport or take it upon themselves to land in areas not allowed. Bizarre or unreasonable flying or behavior at the gliderport could potentially cause injury or loss of life. It was reported that you have consistently disobeyed the posted safety rules and regulations and your combative, disruptive behavior was so unreasonable and combative that Mr. Jebb had no alternative but to contact the City of San Diego Police Department and they escorted you from the property. Since he has been entrusted with a lease with the City, I believe that he is well within his authority to ensure the continued safe operation of the gliderport. Termination of your flying privileges on the property was a management decision made by Mr. Jebb; and it was based on his years of experience operating the facility. Upon further review of your claims and assertions, it is our determination that the Lessee responded to your actions within the scope of his authority. Therefore, the Real Estate Assets Department shall take no action in this matter.

Since Real Estate Assets will be taking no action, you may forward this response to whomever you wish.

David A. Sandoval, CCIM | Deputy Director City of San Diego | Real Estate Assets  
1200 Third Avenue, Suite 1700, San Diego, CA 92101  
619-236-5548 | dsandoval@san Diego.gov

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]

Sent: Tuesday, August 26, 2008 11:01 PM

To: Sandoval, David

Cc: Geitz, Kristin; Mayor, Office of the; Peters, Councilmember Scott; Faulconer, Council Member Kevin; Atkins, Councilmember; Young, Anthony; Maienschein, Councilmember; Frye, Donna; Madaffer, Councilmember Jim; Hueso, Councilmember Ben; Gordon, Lisa; Hasenauer, Kathleen; Davies, Kimberly; Barwick, James; LoMedico, Stacey

Subject: Re: Torrey Pines Gliderport Follow-Up

Mr. Sandoval (copy to others),

Ms. LoMedico of Parks and Recreation has referred me to you regarding my suspension from participating in the recreational activities at the Torrey Pines Gliderport property by your lessee, Mr. David Jebb (message below).

On April 11th, Mr. David Jebb took actions against me which could fit the definition of assault. Mr. Jebb subsequently told me to leave the Gliderport property and followed up by telling me that I could not be on the property for one year. Despite my repeated requests, Mr. Jebb has refused to provide any written reason for his actions against me. Mr. Jebb's actions against me are more than unjustified. In fact, it is most likely that Mr. Jebb has taken these actions as "punishment" for my efforts in seeking fairness and other reforms at the Torrey Pines Gliderport. This is an abuse of his lease and an abuse of the public's trust in issuing that lease.

As Ms. LoMedico has referred me to you, I would like to know what actions you will be taking to remedy this situation. Please respond to all so everyone on the public distribution list will know what actions you will be taking.

Sincerely,  
Bob Kuczewski

----- Original Message -----

From: "LoMedico, Stacey" <SLomedico@sandiego.gov>  
To: "Bob Kuczewski" <bobk@bluebottle.com>  
Sent: Monday, August 25, 2008 10:43 AM  
Subject: RE: Torrey Pines Gliderport Follow-Up

Mr. Kuczewski

Mr. David Sandoval in the City's Real Estate Assets Department is your point of contact. His phone number is (619) 236-5548.

Stacey LoMedico  
Park and Recreation Director  
City of San Diego  
(619) 236-6643/FAX (619) 525-8220 MS 37C "We Enrich Lives Through Quality Parks and Programs"

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]  
Sent: Thursday, August 21, 2008 9:38 AM  
To: LoMedico, Stacey  
Cc: Sandoval, David; Barwick, James; Davies, Kimberly; Hasenauer, Kathleen; Gordon, Lisa; Hueso, Councilmember Ben; Madaffer, Councilmember Jim; Frye, Donna; Maienschein, Councilmember; Young, Anthony; Atkins, Councilmember; Faulconer, Council Member Kevin; Peters, Councilmember Scott; Mayor, Office of the; Geitz, Kristin  
Subject: Re: Torrey Pines Gliderport Follow-Up

Ms. LoMedico (copy to Real Estate Assets and others),

Thank you for the letter that you sent last month (included below).

As you may recall, Mr. Jebb (the current concessionaire) has banned myself and others from being on the Torrey Pines City Park property and from participating in the recreational activities at that site. As you may also recall, Mr. Jebb has refused to provide any written reasons or justifications for these bans. Mr. Jebb's actions are in violation of his lease,

and yet neither Real Estate Assets nor Parks and Recreation have been willing to take any action to correct this. Instead you simply refer me to one another. This is not acceptable.

I would like to know who in the City is ultimately responsible for seeing that the lessee at the Torrey Pines Gliderport is operating that facility in a manner consistent with the public's interest as specified in the lease. Please give me the name of just one person who is responsible and accountable for ensuring that this valuable public property is being properly used for the public purposes intended under the lease.

Thank you for your time,  
Bob Kuczewski

Copy to:

Jim Barwick, Director Real Estate Assets David Sandoval, Deputy Director, Real Estate Assets Department Kathleen Hasenauer, Deputy Director, Park and Recreation Department Kimberly Davies, Deputy City Attorney, City Attorney's Office

----- Original Message -----

From: "LoMedico, Stacey" <SLomedico@sandiego.gov>  
To: "Bob Kuczewski" <bobk@bluebottle.com>  
Sent: Friday, July 25, 2008 2:04 PM  
Subject: RE: Torrey Pines Gliderport Follow-Up

Mr. Kuczewski,

Attached is the letter mailed last Friday, July 18.

Thank you,  
Stacey LoMedico  
Park and Recreation Director  
City of San Diego  
(619) 236-6643/FAX (619) 525-8220 MS 37C "We Enrich Lives Through Quality Parks and Programs"

=====

Dear Mr. Kuczewski:

Subject: Torrey Pines Gliderport

I have reviewed your emails on this subject and heard your testimony before the Park and Recreation Board on June 19, 2008. I understand that the matter was referred to the Real Estate Assets Department, and that the department determined that no action by the City was warranted.

As Real Estate Assets Department is the property manager, I will refer to their judgement. No other action is contemplated by the Park and Recreation Department.

Sincerely,  
Stacey LoMedico  
Park and Recreation Director

cc: Jim Barwick, Director Real Estate Assets David Sandoval, Deputy Director, Real Estate Assets Department Kathleen Hasenauer, Deputy Director, Park and Recreation Department Kimberly Davies, Deputy City Attorney, City Attorney's Office Park and Recreation Board Members

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]  
Sent: Friday, July 25, 2008 1:07 PM  
To: LoMedico, Stacey  
Subject: Torrey Pines Gliderport Follow-Up

Hello Ms. LoMedico,

We spoke at the July 17th Park and Recreation Board meeting, and you mentioned that you would get back to me within a week. Have you looked into the matter of pilots being suspended from flying at the Torrey Pines Gliderport without any written reason and without any form of due process or appeal?

Thanks,  
Bob Kuczewski

## Wallace, Mary Ann

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**From:** Bob Kuczewski <bobkuczewski@gmail.com>  
**Sent:** Monday, February 8, 2010 11:57 AM  
**To:** Mays, Jesse  
**Subject:** Torrey Pines City Park Advisory Board  
**Attachments:** ljlight\_082307.pdf; AC2700764.pdf; 070430.pdf

Hello Mr. Mayes,

My name is Bob Kuczewski, and I am President of the Torrey Hawks Hang Gliding Club which represents over 200 members who share an interest in the Torrey Pines Gliderport (part of the Torrey Pines City Park). The Torrey Hawks Hang Gliding Club has represented the sport of hang gliding on the Torrey Pines City Park Advisory Board since the formation of that board. Our club was selected by a unanimous vote of the City Council over 2 years ago (January 8th, 2008) when the Advisory Board was formed.

I am writing about my concern that the City may be preparing to disband the Torrey Pines City Park Advisory Board which was established by the 2007 Settlement Agreement between the City of San Diego and the Coastal Law Enforcement Action Network (see attached documents and Executive Summary below). I would like to see this Advisory Board be continued indefinitely for the following reasons:

1. Without the Advisory Board's panel of flight experts, the City itself does not have the proper expertise to oversee the safety and management of the Torrey Pines Gliderport. This may have legal consequences which could be mitigated by the City not terminating the Advisory Board.
2. In addition to flight experts, the Advisory Board also contains many environmental and community groups (including the Sierra Club and the Torrey Pines Association). These environmental and community experts serve to guide the City's stewardship of this natural treasure.
3. The underlying conflicts which fueled the lawsuit are still present, but the existence of the Advisory Board provides a venue where they can be discussed and resolved between the interested parties without resorting to legal action against the City. This is a much more healthy process for all concerned.

For all of these reasons, I am asking the City Council to ensure that the Torrey Pines City Park Advisory Board continues to meet and continues to provide the City with representation for user groups and expertise in the areas of flight operations and park preservation. It appears that the Advisory Board may have its last meeting scheduled for February 18th, so time is very critical right now. I'd like to come down to talk with you about this in person today if possible. Please give me a call at 858-204-7499.  
Thanks.

Sincerely,  
Bob Kuczewski  
President - Torrey Hawks Hang Gliding Club

---- Executive Summary from Settlement Agreement: AC2700764 Dated: May 29, 2007 ----

EXECUTIVE SUMMARY: The City Council voted in closed session to enter into a settlement agreement with the Plaintiffs in the above-referenced litigation. The settlement agreement requires the City to (1) pay the Plaintiff \$20,000; and (2) enforce the lease agreement for the Torrey Pines Gliderport, including any restoration of native vegetation required by



the California Coastal Commission; and in the event City's lessee fails to comply, terminate the lease and turn off all irrigation on the property, cap all run-off pipes on the property, and obtain and comply with permits for all unpermitted structures or their removal, consistent with the requirements of the Coastal Act; and (3) prepare a General Development Plan for the Torrey Pines City Park, within 18 months, taking into consideration the historic value of the property; and (4) establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 90 days of the date of the agreement and who shall include representatives of the following Gliderport user groups: (a) paragliders, (b) hang gliders, (c) sailplane gliders, and (d) radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups.

Subsequent to closed session, in response to concerns raised by City staff, the Plaintiffs agreed to amend the time-frames for preparing the General Development Plan and establishing the Advisory Board to three years and 120 days, respectively.

---- Attached Documents List ----

AC2700764.pdf - Request for Council Action establishing Advisory Board (with Settlement Agreement) 070430.pdf - City Council Closed Session Report from April 30 and May 1, 2007 (see page 2) ljlight\_082307.pdf - Article from La Jolla Light describing the circumstances surrounding the settlement

## Wallace, Mary Ann

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**From:** Bob Kuczewski <bob@ushawks.org>  
**Sent:** Sunday, September 8, 2013 9:11 AM  
**To:** Robin Merian  
**Cc:** Ken Baier; richhass@comcast.net; richhass@mac.com; Jeremy Bishop  
**Subject:** Torrey Pines Gliderport - Suspension and Letter from December 2008

Robin Merian (cc Jeremy Bishop, Ken Baier, Rich Hass, and others),

I have attached below the text of the 2008 letter which was sent from my lawyer to your predecessor, David Jebb.

The letter was in reference to David Jebb's ban of myself and David Beardslee. The concluding paragraph includes this statement:

"I have advised Mr. Kuczewski that he is free to use the Torrey Pines Gliderport as would any other member of the general public. Until you can demonstrate that you have the right to exclude him you may not do so."

I believe those words are as true today as they were five years ago, and I will be following that advice today.

Sincerely,  
Bob Kuczewski  
858-204-7499

===== Letter from December of 2008 =====

Dear Mr. Jebb,

This office represents Bob Kuczewski in his legal affairs.

Mr. Kuczewski informed me that you are currently prohibiting him from being on the Torrey Pines Gliderport property and from participating in the recreational and flight activities at that City of San Diego owned park. He has also informed me that you have refused numerous requests for a written statement justifying this action.

I have examined your lease, and I believe that your actions against my client are in violation of several sections. For example, section 1.2 (Uses) states:

"It is expressly agreed that the premises are leased to Flight Director/LESSEE solely and exclusively for the purposes of the operation and maintenance of the premises and buildings for a gliderport concession, the use of non-powered aircraft and the general public."

This section clearly indicates that the premises are to be available to the general public. Nothing in the lease allows you to bar people from this publicly owned land. In order to do so, you would have to go through a process available either through the court system or through the City of San Diego once policies are adopted that allow it. As of now, no such policies exist.

This is a city park on part of which the City of San Diego has given you the right to operate a concession. Ownership of that concession, however, does not give you the right of exclusion.

Given this, I have advised Mr. Kuczewski that he is free to use the Torrey Pines Gliderport as would any other member of the general public. Until you can demonstrate that you have the right to exclude him you may not do so. If you attempt to, we will file suit and establish his right in this regard in a court of law.

Sincerely,

John W. Howard

===== End of Letter from December of 2008 =====

-----Original Message-----

From: Bob Kuczewski <[bobkuczewski@gmail.com](mailto:bobkuczewski@gmail.com)>

To: Robin Merian <[robinm@flytorrey.com](mailto:robinm@flytorrey.com)>

Cc: Ken Baier <[airjunkies@sbcglobal.net](mailto:airjunkies@sbcglobal.net)>, richhass@comcast.net, richhass@mac.com, Jeremy Bishop <[flyingjbishop@hotmail.com](mailto:flyingjbishop@hotmail.com)>

Subject: Request for Written Reason for Suspension

Date: Sun, 11 Aug 2013 23:58:48 -0700

Robin Merian (cc Jeremy Bishop, Ken Baier, Rich Hass, and others),

I am writing to request a written reason for my suspension today. Please be specific about what rules were broken and where those rules are posted (or otherwise available) for the public to see.

I will add that I've reviewed the video tapes of today's events, and I believe the evidence will demonstrate that this suspension is both unjustified and possibly a violation of your lease. I would like to give you fair warning that if you do not rescind this suspension in writing by August 12, 2013, I will begin totaling my expenses in pursuing this matter, and I will be seeking compensation for those expenses and my time.

Sincerely,

Bob Kuczewski

**AGENDA FOR THE  
REGULAR COUNCIL MEETING OF  
TUESDAY, JANUARY 29, 2008 AT 10:00 A.M.  
CITY ADMINISTRATION BUILDING  
COUNCIL CHAMBERS – 12<sup>TH</sup> FLOOR  
202 “C” STREET  
SAN DIEGO, CA 92101**  
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**NOTE:** The public portion of the meeting will begin at 10:00 a.m. The City Council will meet in Closed Session this morning from 9:00 a.m. – 10:00 a.m. Copies of the Closed Session agenda are available in the Office of the City Clerk.

**OTHER LEGISLATIVE MEETINGS**

The **SAN DIEGO REDEVELOPMENT AGENCY** is scheduled to meet today in the Council Chambers. A separate agenda is published for it, and is available in the Office of the City Clerk. For more information, please contact the Redevelopment Agency Secretary at (619) 236-6256. Internet access to the agenda is available at:  
<http://www.sandiego.gov/redevelopment-agency/index.shtml>

ITEM-300:

ROLL CALL.

**=== LEGISLATIVE SCHEDULE ===**

Special Orders of Business

- ITEM-30: Hossein Ruhi Day.  
COUNCIL PRESIDENT PETERS' AND COUNCILMEMBER FRYE'S RECOMMENDATION: Adopt the resolution.
- ITEM-31: Dr. Ruth Riedel Day.  
COUNCILMEMBER ATKINS' RECOMMENDATION: Adopt the resolution.
- ITEM-32: Doug Beckham Day.  
COUNCILMEMBER FRYE'S RECOMMENDATION: Adopt the resolution.

**NON-AGENDA PUBLIC COMMENT**

This portion of the agenda provides an opportunity for members of the public to address the Council on items of interest within the jurisdiction of the Council. (Comments relating to items on today's docket are to be taken at the time the item is heard.)

Time allotted to each speaker is determined by the Chair, however, comments are limited to no more than three (3) minutes **total per subject** regardless of the number of those wishing to speak. Submit requests to speak to the City Clerk **prior** to the start of the meeting. Pursuant to the Brown Act, no discussion or action, other than a referral, shall be taken by Council on any issue brought forth under "Non-Agenda Public Comment."

**MAYOR, COUNCIL, INDEPENDENT BUDGET ANALYST, CITY ATTORNEY COMMENT**

**UPDATES ON PENDING LEGISLATION (MAYOR'S OFFICE)**

**REQUEST FOR CONTINUANCE**

The Council will consider requests for continuance in the morning or afternoon, based on when the item was noticed to be heard.

=== **LEGISLATIVE SCHEDULE (Continued)** ===

Adoption Agenda, Consent Items

ITEM-50: Appropriation of Funds and Third Amendment to Agreement with Dokken Engineering for the State Route 163 and Friars Road Project. (Mission Valley Community Area. District 6.)

STAFF'S RECOMMENDATION: Introduce the ordinance.

**NOTE:** **6 votes required pursuant to Section 99 of the City Charter.**

ITEM-100: Reo Drive Streetscape - Phase II. (Paradise Hills Community Area. District 4.)

STAFF'S RECOMMENDATION: Adopt the resolution.

ITEM-101: Authorization to Change Proposed Location of Chollas Creek Workforce Housing Grant. (Southeastern Encanto Community Area. Districts 4 and 8.)

STAFF'S RECOMMENDATION: Adopt the resolution.

ITEM-102: Appointments and Reappointments to the Community Forest Advisory Board.

MAYOR SANDERS' RECOMMENDATION: Adopt the resolution.

ITEM-103: Appointments and Reappointments to the Historical Resources Board.

MAYOR SANDERS' RECOMMENDATION: Adopt the resolution.

ITEM-104: Settlement Agreement Regarding Coastal Law Enforcement Action Network v. City of San Diego, et al; City of San Diego v. Air California Adventure, LLC, et al.

CITY ATTORNEY'S RECOMMENDATION: Adopt the resolution.

Adoption Agenda, Discussion, Other Legislative Items

**NOTE:** **This item may be taken in the morning session if time permits.**

ITEM-330: Adoption of the City's 2008 State and Federal Legislative Program.

RULES OPEN GOVERNMENT AND INTERGOVERNMENTAL

RELATIONS COMMITTEE'S RECOMMENDATION: On 12/6/2007, Rules voted 4-1, to refer this item to the City Council incorporating the comments of the Rules Committee members.

**=== LEGISLATIVE SCHEDULE (Continued) ===**

Adoption Agenda, Discussion, Other Legislative Items (Continued)

**NOTE: This item may be taken in the morning session if time permits.**

ITEM-331: Revision to Council Policy 700-02 - Community Development Block Grant Program (CDBG). (Citywide.)  
BUDGET AND FINANCE COMMITTEE'S RECOMMENDATION: On 1/16/2008, Budget & Finance voted 3-2 to accept the report and staff recommendations; direct staff to incorporate recommendations into Council Policy 700-02 (Community Development Block Grant Program) and forward to the City Council for consideration.

**The following items will be considered in the afternoon session which is scheduled to begin at 2:00 p.m.**

ITEM-332: Amending the San Diego Municipal Code Relating to Regulation of Oversized Vehicles. (La Jolla, Pacific Beach, Mission Beach, Peninsula, Clairemont Mesa, and Linda Vista Community Areas. Districts 1, 2, and 6.)  
COUNCIL PRESIDENT PETERS' RECOMMENDATION: Introduce the ordinance.

**NOTE: This item may be taken in the morning session if time permits.**

ITEM-333: Appointment of Mary Lewis to Auditor/Comptroller (Chief Financial Officer).  
MAYOR SANDERS' RECOMMENDATION: Take the actions.

**The following items will be considered in the afternoon session which is scheduled to begin at 2:00 p.m.**

ITEM-334: Barrio Logan Community Plan Update Planning Consultant Contract Agreement. (Barrio Logan Community Area. District 8.)  
STAFF'S RECOMMENDATION: Adopt the resolution.

**=== LEGISLATIVE SCHEDULE (Continued) ===**

Noticed Hearings, Discussion

**The following items will be considered in the afternoon session which is scheduled to begin at 2:00 p.m.**

ITEM-335:           1244 Oliver Tentative Map. Appeal of Planning Commission's decision approving a Coastal Development Permit and Tentative Map including a request to waive the requirement to underground the existing utilities and convert an existing, 9 residential dwelling unit apartment complex into 9 residential condominium units on a 0.143 acre site. (Pacific Beach Community Area. District 2.)  
STAFF'S RECOMMENDATION: Take the actions.

ITEM-336:           Soledad Mountain Road Undergrounding Utility District. In the matter of holding a public hearing and forming the District. (La Jolla Community Plan Area. District 2.)  
STAFF'S RECOMMENDATION: Adopt the resolution.

Non-Docket Items

Adjournment in Honor of Appropriate Parties

Adjournment



**=== EXPANDED CITY COUNCIL AGENDA ===**

SPECIAL ORDERS OF BUSINESS

ITEM-30: Hossein Ruhi Day.

**COUNCIL PRESIDENT PETERS' AND COUNCILMEMBER FRYE'S  
RECOMMENDATION:**

Adopt the following resolution:

(R-2008-590)

Proclaiming January 29, 2008, to be "Hossein Ruhi Day" in the City of San Diego.

ITEM-31: Dr. Ruth Riedel Day.

**COUNCILMEMBER ATKINS' RECOMMENDATION:**

Adopt the following resolution:

(R-2008-534)

Commending and thanking Dr. Ruth Riedel for the impact she has had on the City of San Diego and the improvements she has helped create through her work with the Alliance Healthcare Foundation;

Proclaiming January 29, 2008, to be "Dr. Ruth Riedel Day" in the City of San Diego.

SPECIAL ORDERS OF BUSINESS (Continued)

ITEM-32: Doug Beckham Day.

**COUNCILMEMBER FRYE'S RECOMMENDATION:**

Adopt the following resolution:

(R-2008-487)

Proclaiming January 29, 2008, to be "Doug Beckham Day" in the City of San Diego, and commending and thanking Doug for his leadership and commitment in serving the residents of Linda Vista.

### **NON-AGENDA PUBLIC COMMENT**

This portion of the agenda provides an opportunity for members of the public to address the Council on items of interest within the jurisdiction of the Council. (Comments relating to items on today's docket are to be taken at the time the item is heard.)

Time allotted to each speaker is determined by the Chair, however, comments are limited to no more than three (3) minutes **total per subject** regardless of the number of those wishing to speak. Submit requests to speak to the City Clerk **prior** to the start of the meeting. Pursuant to the Brown Act, no discussion or action, other than a referral, shall be taken by Council on any issue brought forth under "Non-Agenda Public Comment."

### **MAYOR, COUNCIL, INDEPENDENT BUDGET ANALYST, CITY ATTORNEY COMMENT**

### **UPDATES ON PENDING LEGISLATION (MAYOR'S OFFICE)**

### **REQUESTS FOR CONTINUANCE**

The Council will consider requests for continuance in the morning or afternoon, based on when the item was noticed to be heard.

### **ADOPTION AGENDA, CONSENT ITEMS**

The following listed items are considered to be routine, and the appropriate Environmental Impact Reports have been considered. These items are indicated on the docket by a preceding asterisk (\*). Because these items may be handled quickly, if you wish to be heard submit your Request to Speak form prior to or at 10:00 a.m.

### **ORDINANCES TO BE INTRODUCED:**

Item 50.

### **RESOLUTIONS TO BE ADOPTED:**

Items 100, 101, 102, 103, and 104.

**ADOPTION AGENDA, CONSENT ITEMS**

**ORDINANCES TO BE INTRODUCED:**

- \* ITEM-50: Appropriation of Funds and Third Amendment to Agreement with Dokken Engineering for the State Route 163 and Friars Road Project. (Mission Valley Community Area. District 6.)

**STAFF'S RECOMMENDATION:**

Introduce the following ordinance:

(O-2008-72)

Introduction of an ordinance authorizing the appropriation of an amount not to exceed \$145,000 from Job Order 179309, State Route 163 and Friars Road Interchange, to CIP-52-455.0, State Route 163 and Friars Road (Project), within Fund No. 63022, Private and Other Contributions;

Authorizing the appropriation of an amount not to exceed \$155,000 from Job Order 990348, Miscellaneous Transportation Improvements, to CIP-52-455.0, State Route 163 and Friars Road, within Fund No. 63022, Private and Other Contributions;

Authorizing a \$300,000 increase in the Fiscal Year 2008 Capital Improvements Program Budget in CIP-52-455.0, State Route 163 and Friars Road, Fund No. 63022, Private and Other Contributions;

Authorizing the Mayor, to execute, for and on behalf of the City, an agreement with Dokken Engineering, for professional engineering services for CIP-52-455.0, State Route 163 and Friars Road, under the terms and conditions set forth in the Agreement;

Authorizing the expenditure of an amount not to exceed \$761,000 from CIP-52-455.0, State Route 163 and Friars Road, of which \$300,000 is from Fund No. 63022, Private and Other Contributions, and \$461,000 is from Fund No. 30300, TransNet, for the purpose of executing this Third Amendment to the Agreement for the above referenced Project;

Authorizing the City Auditor and Comptroller, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves;

ADOPTION AGENDA, CONSENT ITEMS

ORDINANCES TO BE INTRODUCED:

\* ITEM-50: (Continued)

Declaring that this activity is not a "project" and is therefore not subject to CEQA pursuant to State CEQA Guidelines Sections 15061(c)(3). This determination is predicated on Section 15004 of the Guidelines, which provides direction to lead agencies on the appropriate timing for environmental review.

**NOTE: 6 votes required pursuant to Section 99 of the City Charter.**

**STAFF SUPPORTING INFORMATION:**

The proposed project would provide for the modifications to State Route 163 and Friars Road interchange in order to improve traffic circulation within the interchange area. The design of the project has been divided into two phases. The first phase consists of the preparation of a Caltrans Project Report and Environmental Clearance, which includes mapping development and analysis of preliminary design alternatives, preparation of environmental documents and geotechnical reports, value engineering analysis and preliminary project estimates. The second phase consists of the preparation of construction documents (plans, specifications, and estimates).

On June 3, 2003, per RR-298019, the City Council authorized to enter into a consultant agreement with Dokken Engineering to prepare a Project Report and Environmental Clearance documentation.

On March 14, 2005, per RR-300220, the City Council authorized to enter into the First Amendment to Agreement for the purposes of upgrading the environmental document from a Mitigated Negative Declaration to an Environmental Impact Report and providing the technical studies for the expanded project boundaries.

On September 26, 2006, per RR-301928, the City Council authorized to enter into the Second Amendment to the Agreement for the purposes of providing additional traffic analysis, engineering support, and additional coordination meetings for the Environmental Impact Report and Project Study Report.

The Third Amendment to the Agreement is for additional services due to the following: Development Services Department staff reviewed the traffic study and identified additional road improvements that will be needed to accommodate future traffic volumes and prevent queuing on Friars Road. The additional road and signal improvements are along Frazee Road to the North and South of Friars Road and the driveway access to the Cheesecake Factory. These additional areas require base mapping not previously done, revisions to the project graphics, and analysis in the technical reports.

ADOPTION AGENDA, CONSENT ITEMS

ORDINANCES TO BE INTRODUCED:

\* ITEM-50: (Continued)

**STAFF SUPPORTING INFORMATION:** (Continued)

- Caltrans and City had recently completed its review of the draft National Environmental Policy Act's (NEPA) and California Environmental Quality Act's (CEQA) document. Typically this is prepared as a joint report, which is how the document was prepared. After the review by Caltrans and City staff, it was determined that the draft EIR document should be written as a separate document. This is anticipated to streamline the approval process. However, it will take a significant design effort to separate and revise the existing draft document.
- Lastly, as part of the review of the draft EIR it was discovered that there were project issues which had not been previously known or addressed at the time the Consultant's scope of work was prepared. This additional work includes in the following revisions to technical studies and/or plans: geotechnical, traffic, utility, cultural and visual impact studies, landscaping plans, updated biological assessment and jurisdictional delineation reports, a water quality technical report and offsite mitigation and wetland restoration plan. In addition, the extra work takes into account that the EIR will be done in separate NEPA/CEQA documents as stated above.

In addition, the "private and other contributions" fund is money from developers which have been collected by City of San Diego to be used for improvements in the Mission Valley area. It was decided to use a portion of the money from this fund to help offset the additional design costs for the project.

**FISCAL CONSIDERATIONS:**

City of San Diego Council previously authorized \$1,667,900 for this project. Funding for the Third Amendment to the Agreement in the amount of \$761,000 is available from CIP-52-455.0, State Route 163 and Friars Road of which \$300,000 is in Fund 63022, Private and Other Contributions and \$461,000 is in Fund 30300, TransNet. With this action the total consultant contract will be increased to \$2,425,900.

**PREVIOUS COUNCIL COMMITTEE ACTION:**

Consultant Agreement, RR-298019 dated June 3, 2003; First Amendment, RR-300220 dated March 14, 2005; Second Amendment, RR-301928 dated September 26, 2006.

ADOPTION AGENDA, CONSENT ITEMS

ORDINANCES TO BE INTRODUCED:

\* ITEM-50: (Continued)

**STAFF SUPPORTING INFORMATION:** (Continued)

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

A public scoping meeting was held on November 28, 2005 to introduce the project and gather public comments as part of the EIR process. Presentations were made to the Mission Valley Unified Planning Group and Linda Vista Community Planning Group to introduce the project and receive feedback. Both community groups are in full support of the project.

KEY STAKEHOLDERS:

Mission Valley Unified Planning Group and Linda Vista Community Planning Group City of San Diego, Caltrans, Dokken Engineering, Helix Environmental, LLG Engineers, Estrada Land Planning and TY Lin.

Jarrell/Haas

Aud. Cert. 2800464.

Staff: Marnell Gibson - (619) 533-5213  
Peter A. Mesich - Deputy City Attorney



**From:** [Kearns, Jennifer](#)  
**To:** [Demorest, Erin](#); [Carr, Sharren](#)  
**Subject:** FW: Glider port, READ response  
**Date:** Thursday, June 4, 2015 2:36:54 PM

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FYI

Jennifer

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**From:** Thompson, Cybele  
**Sent:** Thursday, June 04, 2015 2:14 PM  
**To:** Robinson, Scott  
**Cc:** Brazell, Amelia; Chamberlayne, Charles; Sanchez, Roswitha; Gustafson, Craig; Munoz, Monica; Ysea, Jose; Villa, Ron; Collins, Arian; Phillips, Patti; Geitz, Kristin  
**Subject:** RE: Glider port

Hi, Scott –

Below, please find our response to the below media questions in bold:

- When does the city plan to put out the RFP for the lease? I've been told the city has said this before over the years, but no RFP.

**The City is planning to issue a Request for Interest (RFI) in late summer 2015. Ideas and interest gathered from the RFI will be used to tailor a comprehensive RFP.**

- In previous responses you responded: [“The 2008 settlement agreement between the City, ACA and the Coastal Law Enforcement Action \(CLEAN\) lead to the preparation of the Torrey Pines City Park General Development Plan \(GDP\) and its final approval in 2012. . The GDP requirements are incorporated in the new Request for Proposal, which will be issued in the next 45 days.”](#)

If the suit was settled in 2008, the GDP approved in 2012, why has it taken more than 3 years to get the RFP done, and have the operations out there on a holdover lease?

**The timing of all RFPs are prioritized based upon staff workload and scheduling.**

- In 2009 former ACA owner David Jebb apparently sold ACA to the current operator out there, Robin Marien. There is correspondence in the file from the city in Feb 2009 noting that this transaction needed approval from the city, or else – under the terms of the lease (Section 4.2) the city could terminate it. I could not find anything in the file indicating that the city ever formally approved this action.

Can you say if this was ever formally approved by the city, even after the fact? If not, wasn't this a violation of a key part of the lease? I know that Mr. Jebb subsequently wrote that he had not the lease was not a part of the transaction. But my reading of the terms of the

lease is that it doesn't matter – the lease says assignment includes “any transfer of any ownership interest.”

**The City did not formally approve the transfer of ownership due to outstanding issues surrounding the settlement agreement and subsequent General Development Plan. This will be rectified with the awarding of a successful RFP.**

- Does the new RFP consider that the city will charge some sort of rent or payment going forward?

**The RFP will include an annual Administrative Rent which will be approximately \$3,412.50, subject to an annual CPI increase.**

Thanks!

Cybele L. Thompson, RPA, FMA, CCIM, LEED AP - Lic # 01176298  
Director, Real Estate Assets  
City of San Diego  
1200 Third Avenue  
Suite 1700  
San Diego, CA 92101

Office: 619-236-6145  
Cell: 858-775-9662  
Fax: 619-236-6706

E-mail: [thompsonc@sandiego.gov](mailto:thompsonc@sandiego.gov)

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*City of San Diego Strategic Plan Vision*

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**From:** Robinson, Scott  
**Sent:** Wednesday, June 03, 2015 6:25 PM  
**To:** Thompson, Cybele  
**Cc:** Brazell, Amelia; Chamberlayne, Charles; Sanchez, Roswitha; Gustafson, Craig; Munoz, Monica; Ysea, Jose; Villa, Ron; Collins, Arian  
**Subject:** FW: Glider port  
**Importance:** High

Hi Cybele:

Thank you for speaking with me earlier today. Here are Greg's follow-up questions to the Torrey Pines Glider Port story. He would like for us to respond by COB tomorrow, so he can print his story by Friday. Could you please confirm that your staff will be able to provide a response by COB tomorrow? Thank you.

Sincerely,

**Scott Robinson** | Public Information Officer  
City of San Diego | Communications Department  
202 C Street, 4th Floor, MS 4A  
San Diego, CA 92101  
**Office:** (619) 533-4586  
**Fax:** (619) 533-4590  
**E-mail:** [sjrobinson@san Diego.gov](mailto:sjrobinson@san Diego.gov)



*A world class City for all*

*City of San Diego Strategic Plan Vision*



*Please consider the environment before printing. Thank you.*

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**From:** [greg.moran@utsandiego.com](mailto:greg.moran@utsandiego.com) [<mailto:greg.moran@utsandiego.com>]  
**Sent:** Wednesday, June 03, 2015 6:08 PM  
**To:** Robinson, Scott  
**Subject:** Glider port

Hi Scott,

Here are some questions I had:

- When does the city plan to put out the RFP for the lease? I've been told the city has said this before over the years, but no RFP.
- In previous responses you responded: "The 2008 settlement agreement between the City, ACA and the Coastal Law Enforcement Action (CLEAN) lead to the preparation of the Torrey Pines City Park General Development Plan (GDP) and its final approval in 2012. . The GDP requirements are incorporated in the new Request for Proposal, which will be issued in the next 45 days."

If the suit was settled in 2008, the GDP approved in 2012, why has it taken more than 3 years to get the RFP done, and have the operations out there on a holdover lease?

- In 2009 former ACA owner David Jebb apparently sold ACA to the current operator out there, Robin Marien. There is correspondence in the file from the city in Feb 2009 noting that this transaction needed approval from the city, or else – under the terms of the lease (Section 4.2) the city could terminate it. I could not find anything in the file indicating that the city ever formally approved this action.

Can you say if this was ever formally approved by the city, even after the fact? If not, wasn't this a violation of a key part of the lease? I know that Mr. Jebb subsequently wrote that he had not the lease was not a part of the transaction. But my reading of the terms of the lease is that it doesn't matter – the lease says assignment includes “any transfer of any ownership interest.”

- Does the new RFP consider that the city will charge some sort of rent or payment going forward?

That should do it. Thanks.

**Greg Moran | Reporter**

O: 619-293-1236

[greg.moran@utsandiego.com](mailto:greg.moran@utsandiego.com)

350 Camino de la Reina, San Diego, CA 92108

**The San Diego  
Union-Tribune**

**From:** [CouncilMember Marti Emerald](#)  
**To:** [Berumen, Marisa](#)  
**Subject:** FW: Torrey Pines Gliderport Felony Battery  
**Date:** Friday, August 7, 2015 1:23:00 PM

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**From:** Bob Kuczewski [mailto:bobkuczewski@gmail.com]  
**Sent:** Friday, August 07, 2015 11:15 AM  
**To:** Hanten, Mark  
**Subject:** RE: Torrey Pines Gliderport Felony Battery

San Diego Police Captain Hanten (cc/bcc others),

This Sunday, August 9th will be our regular "Second Sunday" gathering of friends and club members at the Torrey Pines Gliderport. We have been meeting at the Gliderport on the Second Sunday of the month since the spring of 2009.

In recent months (since my expert witness testimony in a case against the Gliderport operators) Robin Marien and Gabriel Jebb have physically interfered with my enjoyment of that public park. Your department has a video record of the most recent incident where Robin Marien watched as Gabriel Jebb committed assault and battery against me.

Earlier this week I filed a request for a restraining order restricting Gabriel Jebb to maintain a distance of 5 yards from my person, my vehicle, my home, and my workplace. The case will be heard in Department 64 of the Superior Court of California, San Diego County on August 26th, 2015.

I am requesting police protection this coming Sunday to protect me from further violence while I assert my rights to use the Torrey Pines City Park in accordance with all local, state, and federal laws and in accordance with the Torrey Pines Gliderport Lease. I am asserting that right as a member of the general public as specified in that Lease:

Lease Section 1.2 Uses. It is expressly agreed that the premises are leased to Flight Director/LESSEE solely and exclusively for the purposes of the operation and maintenance of the premises and buildings for a gliderport concession, the use of non-powered aircraft, and the general public.

Lease Section 1.8 Competent Management.

Flight Director/LESSEE shall institute rules and regulations governing flight and personal conduct so as to create a safe and enjoyable flight park, provided they are consistent with the rights of the general public ... Rules and regulations

shall be posted in plain view.

Lease Section 1.10 Public Use.

The general public shall not be wholly or permanently excluded from any portion of the premises. Flight Director/ LESSEE may develop reasonable restrictions for the facility use provided they are consistent with the rights of the general public ...

I assert that I am a member of the general public and I have always complied with all posted rules and regulations. I will do so this coming Sunday. I am therefore requesting that the San Diego Police Department uphold and protect my rights to enjoy the Torrey Pines City Park this Sunday without fear of intimidation or violence.

Sincerely,  
Bob Kuczewski  
858-204-7499

-----Original Message-----

**From:** Bob Kuczewski <[bobkuczewski@gmail.com](mailto:bobkuczewski@gmail.com)>  
**To:** Hanten, Mark <[mhanten@pd.sandiego.gov](mailto:mhanten@pd.sandiego.gov)>  
**Subject:** RE: Torrey Pines Gliderport Felony Battery  
**Date:** Thu, 06 Aug 2015 11:24:52 -0700

Hello Again Captain Hanten (cc/bcc others),

Thanks again for your time last week after the Council Committee meeting and for your email communications.

As I mentioned at the Council meeting and in my original message below, I am again asking you to instruct your officers that I am NOT to be arrested at the Torrey Pines Gliderport unless there is clear and overwhelming evidence that I've committed a crime. The video evidence that you already have makes it very clear that the Gliderport staff have lied to the police in the past to have me arrested. They are likely to do so again, and that's why I am making this request. It is not a crime for me to be on the property as provided in the Torrey Pines Gliderport Lease and I am asking that the San Diego Police Department uphold my right to be on that public property as stated in that Lease.

I am also again informing you that a serious and violent crime was committed by Gabriel Jebb on July 12th, 2015. Your department has clear and convincing evidence of that crime and I am again asking you to arrest Gabriel Jebb and

charge him with felony battery PC 245(a) for assault by means of force likely to result in great bodily injury.

Thank you again for your time.

Sincerely,  
Bob Kuczewski  
858-204-7499

-----Original Message-----

**From:** Bob Kuczewski <[bobkuczewski@gmail.com](mailto:bobkuczewski@gmail.com)>  
**To:** Hanten, Mark <[mhanten@pd.sandiego.gov](mailto:mhanten@pd.sandiego.gov)>  
**Subject:** RE: Torrey Pines Gliderport Felony Battery  
**Date:** Fri, 31 Jul 2015 00:01:30 -0700

Captain Hanten (cc/bcc others),

A felony battery was committed by Gabriel Jebb - the son of former SDPD Officer David Jebb. You have the evidence on video taken directly from the scene by your own officers.

Gabriel Jebb's actions fit a pattern of escalation, and his willingness to commit felony battery - on camera - clearly demonstrates his expectation that he will be protected by his status as a former police officer's son.

What you do - or fail to do - will say a lot about the integrity of the San Diego Police Department.

Thanks again for your time yesterday. Please call or write if you need anything else for your investigation.

Sincerely,  
Bob Kuczewski  
858-204-7499

-----Original Message-----

**From:** Hanten, Mark <[mhanten@pd.sandiego.gov](mailto:mhanten@pd.sandiego.gov)>  
**To:** 'Bob Kuczewski' <[bobkuczewski@gmail.com](mailto:bobkuczewski@gmail.com)>  
**Subject:** RE: Torrey Pines Gliderport Felony Battery  
**Date:** Thu, 30 Jul 2015 22:59:15 +0000

Mr. Kuczewski,

As discussed, I will be looking into the matter. I have spoken to my service area lieutenant responsible for the glider port area, Lieutenant Robert Daun, and Officer Florante Gonzalez and I will be consulting with the city attorney's office. The case is being reviewed by their office. I will be in touch with you.

Regards,

**Mark D. Hanten**

Captain, Northern Division  
San Diego Police Department  
4275 Eastgate Mall  
San Diego, CA 92037  
Desk - (858) 552-1710  
Cell - (619) 818-5611

*"Whatever you do in life, surround yourself with smart people who are willing to argue with you!" – John Wooden*

**From:** Bob Kuczewski [<mailto:bobkuczewski@gmail.com>]

**Sent:** Thursday, July 30, 2015 11:16 AM

**To:** Hanten, Mark

**Subject:** Torrey Pines Gliderport Felony Battery

Good Morning Captain Hanten (bcc my lawyers and others),

Thank you for the considerable amount of time you spent with me discussing the Torrey Pines Gliderport situation after the Council meeting yesterday (Public Safety and Livable Neighborhoods Committee).

Three times now, I have been assaulted and battered by Gabriel Jebb when I was legally present at the Torrey Pines Gliderport. I have video evidence of all 3 events. In each case the police have failed to arrest Gabriel Jebb and have arrested me instead. This has clearly emboldened Gabriel Jebb and as a result, each incident has become more violent than the previous one. In the most recent incident I was pushed, restrained, tackled, grabbed, and even thrown over a guard rail to the ground. Your department has the video evidence from that event which was obtained directly at the scene. I also informed the officers at the scene of additional video evidence in the hands of the Torrey Pines Gliderport concessionaire.

In all three cases, I have called the police and in all three cases the San Diego Police officers have failed to arrest Gabriel Jebb



for his violent behavior. It would not be unreasonable to connect the SDPD's failure to arrest Gabriel Jebb with the fact that Gabriel Jebb's father (David Jebb) is a retired San Diego Police sergeant.

Captain Hanten, you said yesterday that you would "get to the bottom" of this matter. Please let me know if there's anything I can do to assist you in that endeavor. Until then, I am asking you to instruct your officers that I am NOT to be arrested at the Torrey Pines Gliderport unless there is clear and overwhelming evidence that I've committed a crime. The video evidence that you already have makes it very clear that the Gliderport staff have lied to the police in the past to have me arrested. You can be sure they will do so again.

Finally, and most importantly, I am again informing you that a serious and violent crime was committed by Gabriel Jebb on July 12th, 2015. Your department has clear and convincing evidence of that crime and I am again asking you to arrest Gabriel Jebb and charge him with felony battery PC 245(a) for assault by means of force likely to result in great bodily injury. You have all the evidence you need to make that arrest.

Sincerely,  
Bob Kuczewski  
858-204-7499

DUPLICATE

THE CITY OF SAN DIEGO

Flat Rate Lease

with

AIR CALIFORNIA ADVENTURE, LLC

FOR TORREY PINES GLIDERPORT

LOCATED AT THE

TORREY PINES CITY PARK

DOCUMENT NO. RR290676

FILED SEP 08 1998

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

## LEASE OUTLINE

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**CITY OF SAN DIEGO  
FLAT RATE LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and AIR CALIFORNIA ADVENTURE, LLC, a California limited liability company hereinafter called "Flight Director/LESSEE."

**RECITALS**

WHEREAS, The Torrey Pines Gliderport is a San Diego City Historical site and is on the National Register of Historic Places, the State Register of Historic Sites and dedicated a National Soaring Landmark, and;

WHEREAS, CITY and Flight Director/LESSEE desire to maintain Torrey Pines Gliderport as a historical non-powered flight park, and;

WHEREAS, Flight Director/LESSEE will maintain rules and regulations governing flight and personal conduct at Torrey Pines Gliderport, and;

WHEREAS, Flight Director/LESSEE will consult with the Torrey Pines Soaring Council, which represents all soaring user groups, in forming the above mentioned rules and regulations.

NOW, Therefore, in consideration of the mutual covenants and recitals, the parties agree as follows:

**SECTION 1: USES**

- 1.1 Premises. CITY hereby leases to Flight Director/LESSEE and Flight Director/LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described

in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

- 1.2 Uses. It is expressly agreed that the premises are leased to Flight Director/LESSEE solely and exclusively for the purposes of the operation and maintenance of the premises and buildings for a gliderport concession, the use of non-powered aircraft and the general public. The sale of hangliding and paragliding parts and accessories; radio controlled models; sailplane equipment and parts and the sale of merchandise including but not limited to apparel and food and beverage shall be limited to the existing building in its present location or for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

Flight Director/LESSEE covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

The use of the premises for any unauthorized purpose shall constitute a substantial default and subject this lease to termination at the sole option of the CITY.

- 1.3 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the leased premises.
- 1.4 Quiet Possession. Flight Director/LESSEE, performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold, and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to Flight Director/LESSEE at the commencement of the term, or if during the lease term Flight Director/LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to Flight Director/LESSEE for any loss or damage resulting therefrom.



1.5 Easements and Reservations.

- a. CITY hereby reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with Flight Director/LESSEE'S use of the premises and will reimburse Flight Director/LESSEE for physical damages, if any, to the permanent improvements located on the leased premises resulting from CITY exercising the rights reserved in this section. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

1.6 Competent Management. Throughout the term of this lease agreement, Flight Director/LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of flight direction and gliderport concession services and related activities in a fiscally responsible manner. Flight Director/LESSEE shall institute rules and regulations governing flight and personal conduct so as to create a safe and enjoyable flight park, provided they are consistent with the rights of the general public and are designed to allow Flight Director/LESSEE to use the premises for the purposes specified herein. Rules and regulations shall be posted in plain view.

1.7 Operation of Facilities. A regular schedule of days and hours of operation shall be established by Flight Director/LESSEE to best serve the public as set forth in Section 10.4, Schedule of Days and Hours of Operation, hereof. Any changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. Flight Director/LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego.

1.8 CITY Use. The premises shall be available to CITY for civic events and special programs, free of charge, except where Flight Director/LESSEE has



scheduled events or programs. After every CITY use, the premises shall be left in the same condition found, and Flight Director/LESSEE shall not be required to incur any additional costs by reason of CITY use.

- 1.9 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1.2, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that Flight Director/LESSEE shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.
- 1.10 Public Use. The general public shall not be wholly or permanently excluded from any portion of the premises. Flight Director/LESSEE may develop reasonable restrictions for the facility use provided they are consistent with the rights of the general public and are designed to allow Flight Director/LESSEE to use the premises for the purposes specified herein. Flight Director/LESSEE agrees that all activities conducted on the premises will be as stated in Section 1.2, Uses, hereof.

Flight Director/LESSEE shall, at all times during the lease term, maintain a CITY-approved sign identifying the property as City-owned and available for public use consistent with the terms of this lease. The sign shall be installed by Flight Director/LESSEE at a location agreeable to CITY.

## SECTION 2. : TERM

- 2.1 Commencement. The term of this agreement shall be five (5) years commencing on the 1st day of August, 1998. "Lease year" as used in this lease shall mean the 12-month period commencing on the 1st day of August, 1998.
- 2.2 Option to Extend. At CITY's sole option, Flight Director/LESSEE may extend this lease for one additional term of five (5) years subject to all original agreements, considerations, covenants and conditions. In order for extension to be considered by CITY, Flight Director/LESSEE must notify CITY in writing of Flight Director/LESSEE's desire to extend at least six (6) months (180 days) prior to the date on which this lease is first set to expire.
- 2.3 Holdover. Any holding over by Flight Director/LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this

agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.

- 2.4 Quitclaim and Surrender of Flight Director/LESSEE'S Interest. On execution of this lease, Flight Director/LESSEE shall deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. CITY may record such deed only on the expiration or earlier termination of this lease. In the event that CITY requires any subsequent quitclaim deed, Flight Director/LESSEE or its successor in interest shall deliver the same within five (5) days after receiving written demand therefor.

At the expiration or earlier termination of this lease, Flight Director/LESSEE shall surrender the premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe, and sanitary condition. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

- 2.5 Surrender of Premises. At termination of this lease for any reason, Flight Director/LESSEE shall execute, acknowledge, and deliver to CITY, within five (5) days after written CITY demand, a valid and recordable quitclaim deed covering all of the premises. The premises shall be delivered free and clear of all liens and encumbrances and in a decent, safe, and sanitary condition.

If Flight Director/LESSEE fails or refuses to deliver the required deed, CITY may prepare and record a notice reciting Flight Director/LESSEE'S failure to execute this lease provision, and the notice will be conclusive evidence of the termination of this lease and all Flight Director/LESSEE'S rights to the premises.

### **SECTION 3: RENT**

- 3.1 Consideration. The Flight Director/LESSEE shall not remit any monetary consideration to the City. The Flight Director/LESSEE will be responsible for providing a full-time Flight Director that is easily identifiable, the maintenance and clean-up of all immediate adjacent property including but not limited to

the City-owned parking lot and providing and maintaining four (4) portable toilets for service to the public at no cost to the City.

- 3.2 Inspection of Records. Flight Director/LESSEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times so that CITY can determine Flight Director/LESSEE'S compliance with this lease. These records and accounts will be made available by Flight Director/LESSEE at the leased premises and will be complete and accurate showing all income and receipts from use of the premises. Flight Director/LESSEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this lease and cause for termination. Flight Director/LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.

#### SECTION 4: ASSIGNMENT

- 4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants, and conditions of this lease, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.
- 4.2 Assignment and Subletting. Flight Director/LESSEE shall not assign this lease or any interest therein and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of Flight Director/LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable as to the interest of Flight Director/LESSEE by operation of law, without the written consent of the City Manager.

"Assignment" for the purposes of this clause shall include any transfer of any ownership interest in this lease by Flight Director/LESSEE or by any partners, principals, or stockholders, as the case may be, from the original Flight Director/LESSEE, its general partners, or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this agreement which are applicable to the rights acquired.

- 4.3 Encumbrance. Flight Director/LESSEE may not encumber this lease, its leasehold estate, and its improvements thereon by deed of trust, mortgage, chattel mortgage, or other security instrument to assure the payment of a promissory note or notes of Flight Director/LESSEE.

4.4 Defaults and Remedies.

a. Default. In the event that:

- (1) Flight Director/LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by Flight Director/LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, and Flight Director/LESSEE shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
- (2) Flight Director/LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) Flight Director/LESSEE shall be adjudicated a bankrupt; or
- (4) Flight Director/LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon Flight Director/LESSEE or upon any person claiming rights through Flight Director/LESSEE, immediately terminate this lease and all rights of Flight Director/LESSEE and of all persons claiming rights through Flight Director/LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.4a.(1), hereinabove is not curable within thirty (30) days after notice to Flight Director/LESSEE, CITY shall not terminate this lease pursuant to the default if Flight Director/LESSEE immediately



commences to cure the default and diligently pursues such cure to completion.

- b. Abandonment by Flight Director/LESSEE. Even though Flight Director/LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages, if applicable.
- c. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and Flight Director/LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.5 Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and Flight Director/LESSEE (or beneficiary or mortgagee) will be as follows:

- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- c. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
- d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, Flight Director/LESSEE shall be entitled to any award attributable to the taking of, or damages to Flight Director/LESSEE'S then remaining leasehold interest in installations or improvements of Flight Director/LESSEE. CITY shall have no liability to Flight Director/LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, Flight Director/LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

- 4.6 Control by Specified Individuals or Entities. The corporation named herein as Flight Director/LESSEE shall remain owned and controlled by David Jebb, at least to the extent of fifty-one percent (51%) of the issued stock of said corporation, and they shall, as co-executives, actively administer and supervise the business enterprise operated on the premises. Provided, however, in the event that any of the above-named persons shall become incapacitated, then the other(s) shall continue in such active administration and supervision. In the event all parties are incapacitated, then the stockholders shall select an experienced manager acceptable to CITY to so administer and supervise the lease operations. Sale or transfer of stock or divestment of any interest in said corporation by the above-named persons in excess of five percent (5%) shall be considered an assignment of interest and shall be treated in accordance with the provisions of Section 4.2, Assignment and Subletting, provided, however, that the stock of any

stockholder may be assigned to his or her spouse or direct lineal heirs upon notification in writing to CITY. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have a financial interest in this lease as an assignee. The City Manager's approval will not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community.

## **SECTION 5: INSURANCE RISKS/SECURITY**

- 5.1 Indemnity. Flight Director/LESSEE agrees to defend, indemnify, protect, and hold the CITY, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Flight Director/LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that Flight Director/LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

5.2 Insurance.

- a. Flight Director/LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:
- (1) Public liability and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000) Combined Single Limit Liability with an occurrence claims form, and One Million Dollars (\$1,000,000) in third person liability covering flight operations. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or Flight Director/LESSEE or by authorized representatives of CITY or Flight Director/LESSEE on or in connection with the use or operation of the premises.
  - (2) Fire, extended coverage, and vandalism insurance policy on all insurable property on the premises in an amount to cover 100 percent of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and Flight Director/LESSEE. The proceeds shall be placed in a trust fund



to be reinvested in rebuilding or repairing the damaged property. If there is a mortgage or trust deed on the leasehold in accordance with Section 4.3, Encumbrance, hereof, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises.

b. Flight Director/LESSEE'S responsibility to maintain said insurance also includes the following:

- (1) Insurance from all Flight Clubs. Flight Director/LESSEE shall require that all clubs using the flight park facility for airborne operations provide a certificate of insurance and the required waiver for each user as provided for in Section 8.5, to Flight Director/LESSEE and CITY, naming Flight Director/LESSEE and CITY as additional insured. Also, no pilot shall use the facility without showing proof of liability insurance.
- (2) Additional Insured. All insurance policies will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) days' prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each policy, Flight Director/LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
- (3) Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving Flight Director/LESSEE sixty (60) days' prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. Flight Director/LESSEE also agrees to obtain



any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.

- (4) Accident Reports. Flight Director/LESSEE shall report to CITY any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.
- (5) Failure to Comply. If Flight Director/LESSEE fails or refuses to take out and maintain the required insurance or fails to provide the proof of coverage, CITY has the right to obtain the insurance. Flight Director/LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s), and rate of interest. Said reimbursement and interest shall be paid by Flight Director/LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection (4), if Flight Director/LESSEE fails or refuses to take out or maintain insurance as required in this lease or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to Flight Director/LESSEE, and CITY shall be entitled to exercise all legal remedies in the event of such default.

- 5.3 Waste, Damage, or Destruction. Flight Director/LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. Flight Director/LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy, and sanitary, Flight Director/LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, Flight Director/LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in

accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, hereof.

Flight Director/LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by Flight Director/LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter.

- 5.4 Security Deposit. A security deposit shall be paid to the CITY by Flight Director/LESSEE in the sum of five thousand dollars (\$5,000.00) on or before the commencement date of this lease. All or any portion of the principal sum shall be available unconditionally to CITY for correcting any default or breach of this lease by Flight Director/LESSEE, Flight Director/LESSEE'S successors or assigns, or for payment of expenses incurred by CITY as a result of Flight Director/LESSEE'S failure to faithfully perform all terms, covenants, and conditions of this lease.

The security deposit shall take one of the forms set out below:

- a. Cash. Cash deposits shall be deposited with CITY, and CITY shall not be liable to Flight Director/LESSEE for any interest thereon. Provided further, any interest earned by CITY from such deposit or redeposit shall be and remain the property of CITY.
- b. Instrument(s) of Credit. An instrument(s) of credit from one or more financial institutions, subject to regulation and insurance by the state or federal government, shall pledge that the funds are on deposit and guaranteed for payment and agree that any or all funds shall be paid to CITY upon demand by CITY. The financial institution and the form of any instrument pledging the funds must be approved by CITY.

Flight Director/LESSEE will maintain the required security deposit throughout the lease term and for ninety (90) days thereafter unless previously released by CITY. Failure to do so shall be considered a default and is grounds for immediate termination of this lease.

In the event CITY utilizes all or any portion of the security deposit, Flight Director/LESSEE shall reimburse the deposit within ten (10) days of notice from CITY to bring the security deposit up to the full specified amount.

The security deposit or any balance thereof will be returned to Flight Director/LESSEE within ninety (90) days following expiration or termination of this lease, provided Flight Director/LESSEE has faithfully complied with all terms, covenants, and conditions hereof.

The security deposit may be increased by CITY proportionate to any increased performance or rental liability of Flight Director/LESSEE upon sixty (60) days' prior written notice from CITY of such required increase.

## **SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS**

- 6.1 Acceptance of Premises. By signing this lease, Flight Director/LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. Flight Director/LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. Flight Director/LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that Flight Director/LESSEE does not hold CITY responsible for any defects whether apparent or latent, in the premises, including the presence of any hazardous wastes.
- 6.2 Maintenance. Except as hereinafter provided, Flight Director/LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. Flight Director/LESSEE will perform all such repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY.
- 6.3 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by Flight Director/LESSEE without prior written approval by the City Manager. Further, Flight Director/LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve Flight Director/LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of



damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.

6.4 Utilities. Flight Director/LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises. All utilities will be installed underground.

6.5 Construction Bond. Whenever there is any construction to be performed on the premises, Flight Director/LESSEE shall deposit with CITY, prior to commencement of said construction, a faithful performance bond in the amount of 100 percent of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by Flight Director/LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.

6.6 Liens. Flight Director/LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by Flight Director/LESSEE or by any party other than CITY, and a lien or notice of lien is filed, Flight Director/LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

6.7 Taxes. Flight Director/LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Flight Director/LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Flight Director/LESSEE or levied by reason of the business or other Flight Director/LESSEE activities

related to the leased premises, including any licenses or permits. Flight Director/LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that Flight Director/LESSEE may be subject to the payment of taxes levied on such interest, and that Flight Director/LESSEE shall pay all such possessory interest taxes. Flight Director/LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

- 6.8 Signs. Flight Director/LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, Flight Director/LESSEE agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at Flight Director/LESSEE'S cost.

6.9 Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by Flight Director/LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property free of all liens and claims, except as otherwise provided in this lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall so notify Flight Director/LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and Flight Director/LESSEE shall remove all such improvements, structures and installations as directed by CITY at Flight Director/LESSEE'S sole cost on or before lease expiration or termination. If Flight Director/LESSEE fails to remove any improvements, structures, and installations as directed, Flight Director/LESSEE agrees to pay CITY the full cost of any removal.
- c. Flight Director/LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by Flight Director/LESSEE by the date of the expiration or termination of this lease. Any said items which Flight Director/LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at Flight Director/LESSEE'S expense.

- d. If any removal of such personal property by Flight Director/LESSEE results in damage to the remaining improvements on the premises, Flight Director/LESSEE agrees to repair all such damage.
  - e. Notwithstanding any of the foregoing, in the event Flight Director/LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.
  - f. It is understood that the "trailers" placed on the site which are used for office and retail outlet are the property of the Flight Director/LESSEE. The "trailers" may be removed by the Flight Director/LESSEE at the termination of this lease.
- 6.10 Unavoidable Delay. If the performance of any act required of CITY or Flight Director/LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. In the event Flight Director/LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.
- 6.11 Hazardous/Toxic Waste. Flight Director/LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

In the event of any release of a hazardous substance, Flight Director/LESSEE shall be responsible for all costs of remediation and



removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

Flight Director/LESSEE agrees to assume the defense of, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from Flight Director/LESSEE'S operations on the premises, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If Flight Director/LESSEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the premises, Flight Director/LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if Flight Director/LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, Flight Director/LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. Flight Director/LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the premises. In addition, Flight Director/LESSEE and Flight Director/LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease and with reasonable cause, Flight Director/LESSEE, at CITY'S sole option, shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of Flight Director/LESSEE and shall establish what, if any, hazardous substances exist on, in, or under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. Flight Director/LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that

compliance with environmental law is achieved and shall be solely responsible for all costs and expenses incurred.

## **SECTION 7: GENERAL PROVISIONS**

### **7.1 Notices**

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to Flight Director/LESSEE at the leased premises or at such other address designated in writing by Flight Director/LESSEE; and to CITY as follows:

City Manager  
Attention Real Estate Assets Director  
City Administration Building  
202 "C" Street, M.S. 9B  
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary, as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

- 7.2 Compliance with Law. Flight Director/LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at Flight Director/LESSEE'S sole cost and expense. In addition, Flight Director/LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

- 7.3 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

- 7.4 Nondiscrimination. Flight Director/LESSEE agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Flight Director/LESSEE'S use of the premises,



including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

7.5 Compliance with CITY'S Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. Flight Director/LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Flight Director/LESSEE and all of its subcontractors are individually responsible to abide by its contents.

Flight Director/LESSEE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Flight Director/LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Flight Director/LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Flight Director/LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

Flight Director/LESSEE agrees to insert the foregoing provisions in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor. Flight Director/LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY'S Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. Flight Director/LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. Flight Director/LESSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this lease agreement from local residents and firms as opportunities occur. Flight

Director/LESSEE agrees to hire qualified local residents and firms whenever feasible.

Flight Director/LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this lease agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

- 7.6 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.7 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
- 7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.9 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. Flight Director/LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or

alteration of this lease will be valid unless it is in writing and signed by all parties.

- 7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or Flight Director/LESSEES shall include a condition that the contract, agreement, or lease may, at the sole option of CITY, be unilaterally and immediately terminated by CITY if the contractor or Flight Director/LESSEE employs an individual who, within the twelve months immediately preceding such employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or Flight Director/LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.
- 7.12 Drug-free Workplace. Flight Director/LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
  - b. Establishing a drug-free awareness program to inform employees about all of the following:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The Flight Director/LESSEE'S policy of maintaining a drug-free workplace.
    - (3) Any available drug counseling, rehabilitation, and employees assistance programs.
    - (4) The penalties that may be imposed upon employees' for drug abuse violations.
  - c. Flight Director/LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. Flight Director/LESSEE and

sublessees shall be individually responsible for their own drug-free workplace programs.

7.13 Disabled Access Compliance. Flight Director/LESSEE agrees to comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. Flight Director/LESSEE'S compliance shall include but not necessarily be limited to the following:

- a. Flight Director/LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of Flight Director/LESSEE.
- c. Flight Director/LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, Flight Director/LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible any areas of the premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of Flight Director/LESSEE.
- e. Flight Director/LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. Flight Director/LESSEE and sublessees shall be individually responsible for their own ADA employment programs.

Flight Director/LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this lease.

7.14 Schedule of Prices. All prices of merchandise, equipment, and services of Flight Director/LESSEE and its sublessees shall be comparable with prices of like merchandise, equipment, and services offered in the San Diego area. All fees for flight shall be in accordance with the schedule set forth in Section



10.3, Schedule of Rates and Charges, hereof. Any changes in said schedule are subject to prior written approval by City Manager or his authorized representative.

- 7.15 Standard of Employees. Flight Director/LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.
- 7.16 Supersedure. It is mutually agreed that this lease, upon commencement, supersedes and annuls that certain lease executed on the 1st day of August, 1993, with UP International, Document 282448, which is hereafter void and of no effect except as to any rentals and fees which may have accrued or any rights and remedies accrued or granted to CITY under such agreement.
- 7.17 Additional Consideration to City. Flight Director/LESSEE acknowledges that CITY expends considerable sums for maintenance of Torrey Pines City Park areas adjacent to the leasehold. Flight Director/LESSEE further acknowledges that the expenditure of such funds enhances the value of the leasehold. Flight Director/LESSEE and CITY agree that the exact amount of such enhancement is impossible to ascertain. However, CITY desires to be reimbursed to a reasonable extent in consideration for the continued maintenance of adjacent park areas. Therefore, Flight Director/LESSEE and CITY agree that in the event of an assignment; in the event of a subletting of the majority portion of the leasehold; or in the event of a refinancing creating an encumbrance against the leasehold after the permanent improvements have been constructed, Flight Director/LESSEE shall pay to CITY two percent (2%) of the gross amount paid for the leasehold in connection with an approved assignment of the lease, two percent (2%) of any amount paid Flight Director/LESSEE in consideration of a sublease of all or a majority portion of the leasehold, or two percent (2%) of the amount of any increased loan or encumbrance against the property over and above the amount of the encumbrance needed to finance the improvements. The amount upon which the two percent (2%) shall be based shall be the total consideration resulting from the transaction including total cash payments and the market value of non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes and forbearances regarding claims and judgements. Prior to CITY's consent to any assignment majority subletting or refinancing, Flight Director/LESSEE shall deliver to CITY a written statement of all sums due and owing to CITY from Flight Director/LESSEE pursuant to the provisions of this paragraph together with an acknowledgment from the proposed assignee, sublessee or refinancing agency as to the amount due CITY. The sum due CITY shall be payable in full to CITY concurrent with the completion of the transaction

be it an assignment, a sublease or a refinancing. Any assignment, subletting or refinancing in violation of the terms and conditions of this paragraph shall be void. The provisions of this paragraph shall not apply to:

- a. An assignment or transfer of a beneficial interest in the leasehold resulting from devise, bequest, intestate succession or by operation of law for the benefit of the spouse or descendants (i) of Flight Director/LESSEE (if an individual) or (ii) of Flight Director/LESSEE's principal owner or chief executive officer (if Flight Director/LESSEE is other than an individual);
- b. Such other assignment for which the City Manager determines that the legal and equitable ownership interests in the leasehold have remained unchanged, such as a change in the legal or fictitious name of the Flight Director/LESSEE without any other change in the equity in beneficial use of, or legal title to the leasehold as an asset, or the income produced thereby.

**7.18 Plastic Food Containers.**

- a. Flight Director/LESSEE shall not, after the effective date of this lease, provide to its customers any prepared food in polystyrene foam food packing, nor shall Flight Director/LESSEE obtain or keep any polystyrene foam food packing of a type, design and condition suited for providing prepared food to its customers for consumption off the leased premises.
- b. Flight Director/LESSEE's food packaging for prepared food to be consumed on the premises or for takeout food shall be degradable, and Flight Director/LESSEE shall provide upon demand evidence in the form of paid invoices to indicate the purchase of biodegradable containers in amounts sufficient to indicate compliance with this section. Flight Director/LESSEE's food packaging for prepared food to be consumed off the premises shall be biodegradable unless Flight Director/LESSEE demonstrates to the satisfaction of CITY that biodegradable food packaging materials are not available for purchase in the quantities required by Flight Director/LESSEE. In the event that biodegradable food packaging materials are not available for purchase in the quantities required by Flight Director/LESSEE, Flight Director/LESSEE may limit its use of such packaging to the amount actually available.

- c. For purposes of this lease, the following definitions are applicable:
- (1) "Prepared food" means foods or beverages which are prepared on the leased premises by cooking, chopping, slicing, mixing, freezing or squeezing, and which require no further preparation to be consumed.
  - (2) "Food packaging" means all bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws and lids which are not intended for reuse, on or in which any foods or beverages are placed or packaged on the leased premises.
  - (3) "Takeout food" means prepared foods or beverages requiring no further preparation to be consumed and which are purchased in order to be consumed off the leased premises.

## **SECTION 8: SPECIAL PROVISIONS**

- 8.1 Flight Rules and Regulations. Flight Director/LESSEE or his representative will serve, act and be designated as an on-scene Flight Director during all times the flight operations are taking place. Flight Director/LESSEE or his representative shall enforce and administer all the Rules and Regulations posted onsite.
- 8.2 Equipment. Flight Director/LESSEE shall, and does hereby agree to furnish all equipment necessary for the operation of said concession, and agrees to properly maintain such equipment.
- 8.3 Supervision. Flight Director/LESSEE shall have qualified on-site personnel to operate the concession at all times when the premises are open to the public. Flight Director/LESSEE and its employees will at all times conduct themselves in the operations of the premises in a creditable and polite manner.
- 8.4 Maintenance of Adjacent Area. Flight Director/LESSEE shall keep the areas adjacent to the concession operations clean and clear of refuse, weeds and obstructions. Flight Director/LESSEE shall provide portable toilet facilities for its customers, employees and general public. CITY shall provide adequate trash receptacles, and shall dispose of all garbage, trash and rubbish. CITY agrees to be responsible for all landscaping of the grounds outside said adjacent areas.



- 8.5 Permit Form. Flight Director/LESSEE shall use waiver and indemnification forms intended to be used at the Flight Park that are acceptable to the CITY. Flight Director/LESSEE, on behalf of its members, hereby affirms that individual users will be required to execute a waiver and indemnification agreement as a condition of being permitted to use the Torrey Pines Flight Park. Also, all pilots must sign a statement certifying that they have read and understand the Rules and Regulations of flight.
- 8.6 Control and Administration of Agreement. Control and administration of this agreement is under the jurisdiction of the City Manager of CITY as to CITY's interest herein and any communication to the terms or conditions or any changes thereto or any notice or notices provided for by this agreement or by law to be given or served upon CITY may be given or served by letter deposited in the United States mails, postage prepaid, and addressed to the City Manager, Attention: Property Director, City Administration Building, Community Concourse, San Diego, CA 92101-4155. Any notice or notices provided for by this agreement or by law to be given or served upon Flight Director/LESSEE may be given or served by deposit in the United States mails, postage prepaid, a letter addressed to said Flight Director/LESSEE at the address stated at the commencement hereof, or may be personally served upon said Flight Director/LESSEE (or any one of them), or any person hereafter authorized by Flight Director/LESSEE to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served.
- 8.7 Merger. The voluntary or other surrender of this agreement by Flight Director/LESSEE, or a mutual cancellation thereof, shall not work a merger, and shall at the option of CITY, terminate all or any existing subconcessions or subtenancies, or may, at the option of CITY, operate as an assignment to it of any or all such subconcessions or subtenancies.



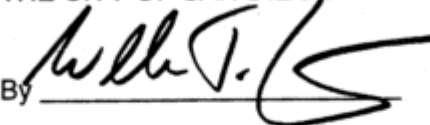
**SECTION 9: SIGNATURES**

9.1 Signature Page.

IN WITNESS WHEREOF, this lease agreement is executed by CITY, acting by and through its City Manager, and by Flight Director/LESSEE, acting by and through its lawfully authorized officers.

Date SEP 08 1998

THE CITY OF SAN DIEGO

By 

FLIGHT DIRECTOR/LESSEE:  
AIR CALIFORNIA ADVENTURE

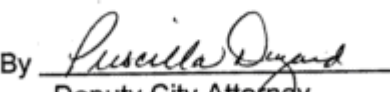
Date July 9, 1998

By   
David Jebb, President

By \_\_\_\_\_

APPROVED as to form and legality this 17<sup>th</sup> day of Sept., 1998.

CASEY GWINN, City Attorney

By   
Deputy City Attorney

CPA:jmj-n  
5/21/98  
I:\WPO\1998\ANDERSON\LS-AIRC.AL

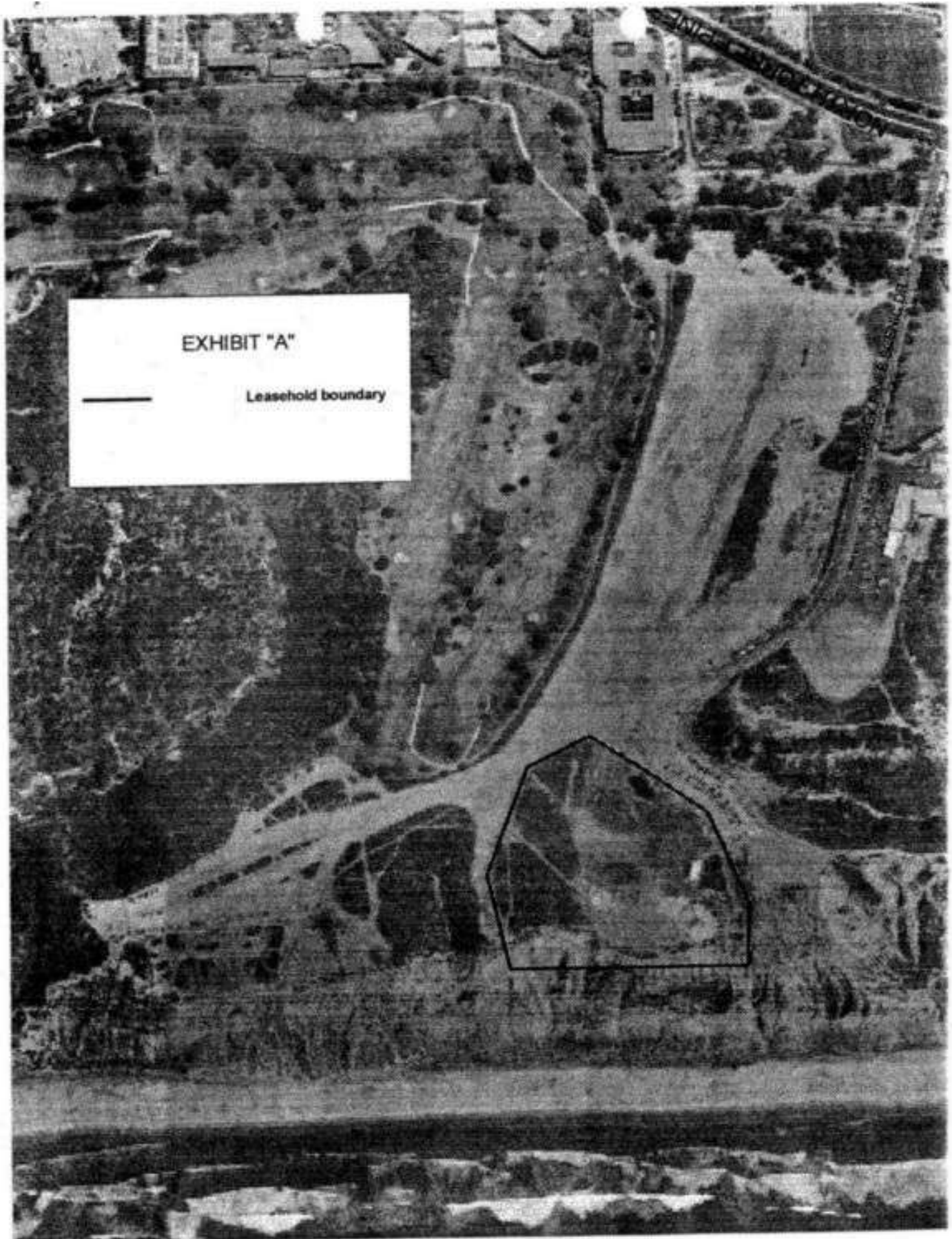


EXHIBIT "A"



Leasehold boundary



### 10.3 Schedule of Rates and Charges

- User rate is \$5.00 per day.
- Torrey Pines Gulls member rate is \$3.00 per day.
- Quarterly rate is \$35.00 for 90 days.
- Semi Annual rate is \$60.00 for 180 days.
- Annual rate is \$100.00 for 365 days.
- Outside Tandem Fee is \$25.00 per day per person, plus the daily \$5.00 use fee.
- Tandem Fee with a Torrey Pines instructor is \$125.00.
- Instructional Fee is \$125.00 per day.

#### 10.4 Schedule of Days and Hours of Operation

- Summer hours of operation are from 9:00 a.m. to 7:00 p.m.
- Winter hours of operation are from 9:00 a.m. to 5:00 p.m.

Hours of operation may be temporarily adjusted due to weather conditions.

# Notes

**There is a slightly newer copy of the lease with the following minor modifications:**

- **Section 10.3 is changed to Section 10.1**
- **Section 10.4 is changed to Section 10.2**
- **Page 31 is renumbered as Page 30 (Exhibit A being page 29)**
- **Page 32 is renumbered as Page 31**
- **The "Schedule of Rates and Charges" contains an added item:**
  - **Torrey Pines Soaring Society member rate is \$3.00 per day**

## Cultural Resources

### BRIEF SITE HISTORY (DRAFT)

#### Kumeyaay Period:

*In 1769 the Spanish documented the aboriginal territory of the Kumeyaay to reach from the San Luis Rey River south into Mexico, from the coast to the desert. This area is recognized by the state of California and the U.S. government to have been continuously occupied by the Kumeyaay, with particular concentrations within the San Dieguito River corridor and Torrey Pines Mesa.*

#### Spanish Period:

18<sup>th</sup> century Spanish sailors used the landmark of the Torrey Pines bluffs for navigation, naming it ‘Punta de los Arboles’—Point of Trees. (Schaelchlin)

1850 *Pinus Torreyana* was identified by botanist Dr. Parry during an international boundary survey expedition. He named the genus after his noted botany professor at Columbia University, Dr. John Torrey. (Schaelchlin)

1889 The *Coast Pilot* publication referred to the same area as ‘Pine Hill’. *As this is the only pine-covered hillock for miles along this coastline, it is an important landmark to vessels that are running close along shore in foggy weather.* (Schaelchlin)

1899 The first Torrey Pines City Park reservation consisted of 369 acres of Pueblo lands by city ordinance; subsequent ordinances added another 600 acres. (Marston)

Ordinance 648 declared Pueblo Lots 1332, 1333, 1336, and 1337: *the same shall forever be held in trust by the municipal authorities as a free and public park.* (Schaelchlin) (Note: Does not include current City Park Pueblo Lots 1325 and 1324.)

1908-12 A tract of 200 acres, Pueblo Lots 1338 and 1339, containing the choicest Torrey pines was purchased and bequeathed to the city in the will of Miss Ellen B. Scripps, 1836-1932. (Marston) (Schaelchlin)

1921 Botanist, and naturalist, Guy Fleming was appointed by Miss Scripps and the City Park Commission as the first custodian of the park. (Marston)

1922 Noted Los Angeles landscape architect, Ralph D. Cornell, was commissioned by Miss Scripps to generate a master plan for the Torrey Pines City Park. His emphasis was: design “Restraint”, respect for the natural landscape and open spaces, and great deference to the rare species, *Pinus Torreyana*. (Marston)

1922-23 Torrey Pines Lodge built, funded by Miss Scripps and designed by architects Requa & Jackson. (State Parks)

1924 Pueblo lot 1340 was added at the recommendation of the City Park Commission, bringing the total to approximately 1000+ acres. (Schaelchlin) The boundary covered the area from approximately the bluffs above the San Dieguito Lagoon to south of what is now Genesee Avenue.

Further to the south the City passed Ordinance #0-9549 that included Pueblo Lots 1324 and 1325 as City Park (current City Park land), *“to reserve forever the said lands and the (unreadable) frontage thereof within said limits for the public use and enjoyment and to that end to have said lands reserved and dedicated forever to the public use as and for a public park as an addition to and extension of Torrey Pines Park. . . .”*

## Cultural Resources

- 1920-30 Lands along Highway #101 (Torrey Pines Road) were leased by various owners for agricultural interests in annual crops.
- 1930 Charles Lindbergh and his sailplane, the *Good Ship Anne*, launched off Mount Soledad, flew over La Jolla Shores and then flew north landing on the beach at Del Mar. He set a 'Western Regional Distance Record' and the flight was regarded as, 'the most spectacular glider flight ever made in this section'. *"Most significantly, Lindbergh's flight represented the earliest recorded use of the lift along the cliffs at Torrey Pines by a pilot in a true sailplane."* (Fogel)
- 1937 The City of San Diego issued the first lease of the gliderport to the Associated Glider Clubs of Southern California, AGCSC. (Fogel)
- 1938 The first annual glider meet of the Associated Glider Clubs of Southern California. At the three-day dedication event 2000 feet of dirt runways were graded. More than 1000 spectators were on scene. (Fogel)
- 1939 The gliderport land was dedicated by then City of San Diego Mayor Percy Benbough. (Fogel)
- 1940-45 WWII - Camp Callan built for anti-aircraft artillery training. Named in honor of Major General Robert E. Callan (1864-1936), a distinguished Coast Artillery Officer who served during the Spanish American War. The camp was approximately 1200 acres located between Genesee Avenue and Torrey Pines Road adjacent to Highway 101. It consisted of 297 buildings, covering 23 blocks, with 5 post exchanges, 3 theatres, and 5 chapels serving about 15,000 personnel at one time. (Coast Defenses) Gliderport activities were suspended during this installation.
- After the war the camp buildings and infrastructure were bought by the City and moved to various sites. All materials were recycled, sold, or salvaged. A few remnants can be found on site.
- 1949 Landscape Architect Ralph Cornell returns and authors a second plan that would concentrate of programmatic issues, which included; the formation of a Board of Counselors; the preparation of a master plan; establishment of a maintenance policy; a financial plan; and an enforcement plan.
- Guy Fleming generates a map outlining areas of protection for the Torrey Pines tree clusters and areas of open space.
- 1950 The Torrey Pines Association (TPA) was founded by Guy Fleming for the conservation and protection of Torrey pines. (State Parks)
- 1956 The Regents of the University of California authorized a San Diego campus. By a vote of the citizens of San Diego 59 acres closest to the Scripps Institute was transferred to the Regents. The Regents subsequently requested an additional 550 acres of land northeast of Scripps and 500 acres of Camp Matthews, a U.S. Marine Corps rifle range adjacent to the site. (Stadtman)
- Ballot measure Propositions 'I' and 'M' conveyed portions of Pueblo Lot 1324. Prop 'I' conveyed 1000 acres to the state for the Torrey Pines State Park. Prop 'M', a smaller portion went to UCSD without a requirement for park use, which included the gliderport, often referred to as the 'Torrey Flight Park'. Both measures passed with a 2/3 thirds vote. (City Attorney letter to Fogel 1992)

## Cultural Resources

- 1956-59 Guy Fleming becomes the new Torrey Pines state park's first superintendant. 100 acres to the south were retained by the city for the Torrey Pines Golf Course. (Stadtman)
- 1958-60 The election in 1958 secured the Regent's request for additional property. In 1960 the City of San Diego and UC Regents approved construction for the new campus. (Stadtman)
- 1981 A Park Master Plan was generated for the remaining acreage of Torrey Pines City Park south of the State Park encompassing the Torrey Pines Gliderport. The plan was never executed. (City of San Diego)
- 1992 Torrey Pines Gliderport was designated a National Landmark by the National Soaring Museum and Soaring Society of America. (Fogel)
- 1992 Torrey Pines Gliderport listed on the City of San Diego Historic Register, Site #315. (HRB)
- 1993 Torrey Pines Gliderport listed on the National Register of Historic Places. (NPS-NHRP)
- 1998 Torrey Pines Lodge listed on the National Register of Historic Places. (NPS-NRHP)
- 2007 Torrey Pines State Park name was changed to Torrey Pines State Natural Reserve. (State Parks)

### Sources:

- Fogel, Gary, PhD, *Wind & Wings: the History of Soaring in San Diego*, 2000
- Marston, George W., *History of San Diego City Parks* – 1936
- Schaelchlin, Patricia, *La Jolla: The Story of a Community 1887-1987*, 1988
- Stadtman, Verne A. *The University of California, 1868-1968*, 2004

### Repositories:

- La Jolla Historical Society Archives
- San Diego City Clerk's Office
- San Diego City Historical Resources Board (HRB)
- San Diego City Parks Department
- San Diego County Cartography Department
- San Diego Historical Society Archives

### Websites:

- [www.militarymuseum.org/CpCallan](http://www.militarymuseum.org/CpCallan)
- [www.nps.gov/nationalregister](http://www.nps.gov/nationalregister)
- [www.sandiego.gov/planning/programs/historical](http://www.sandiego.gov/planning/programs/historical)
- [www.torreypine.org/parks/overview](http://www.torreypine.org/parks/overview)





General Development Plan  
boundary

Highway 101

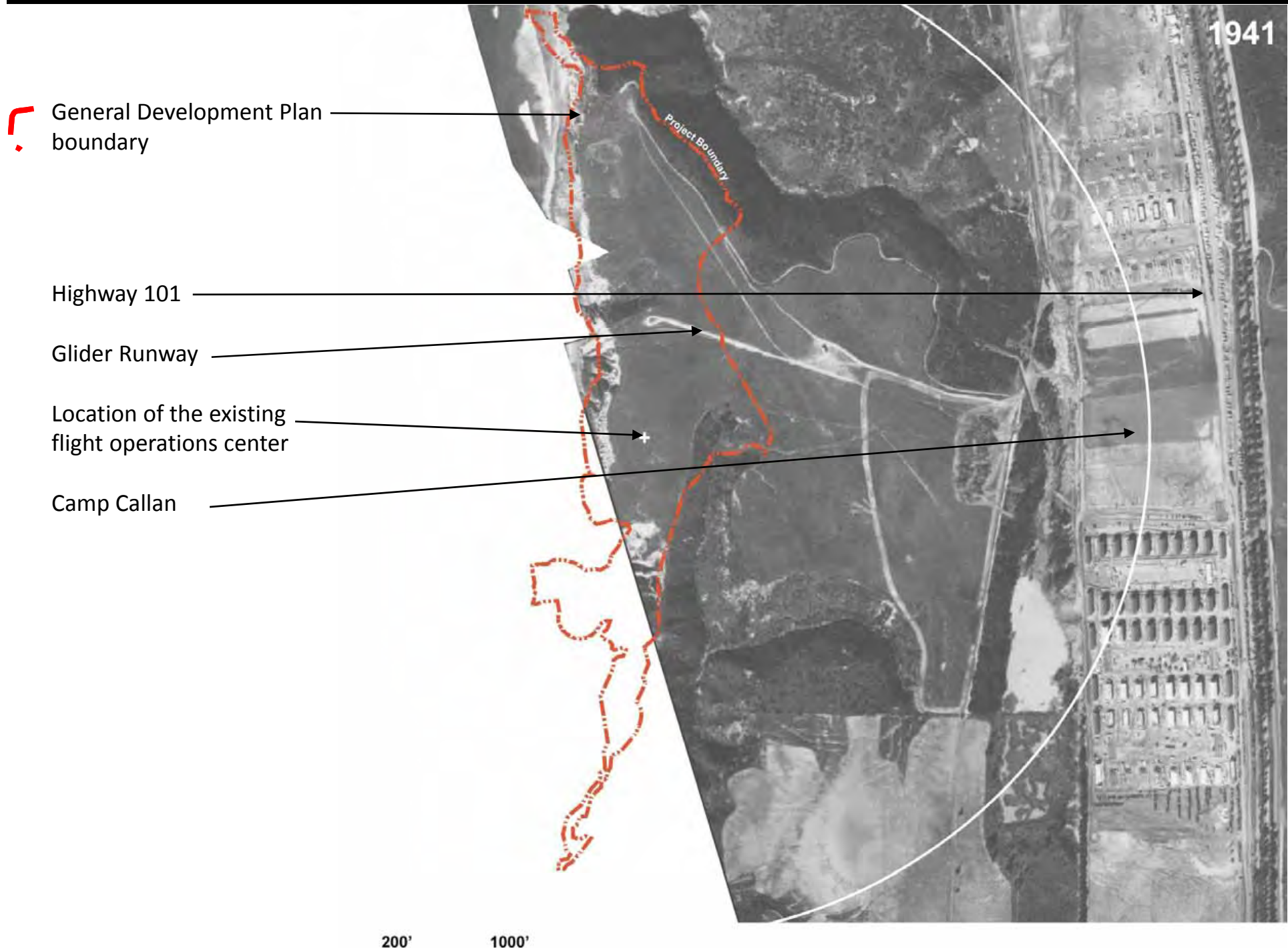
Location of the existing  
flight operations center



*Anne Morrow Lindbergh in a Model A Albatross, (Charles on the ground) launched from Mt. Soledad Pines, January 1930.*









General Development Plan  
boundary

Highway 101

Glider Runway

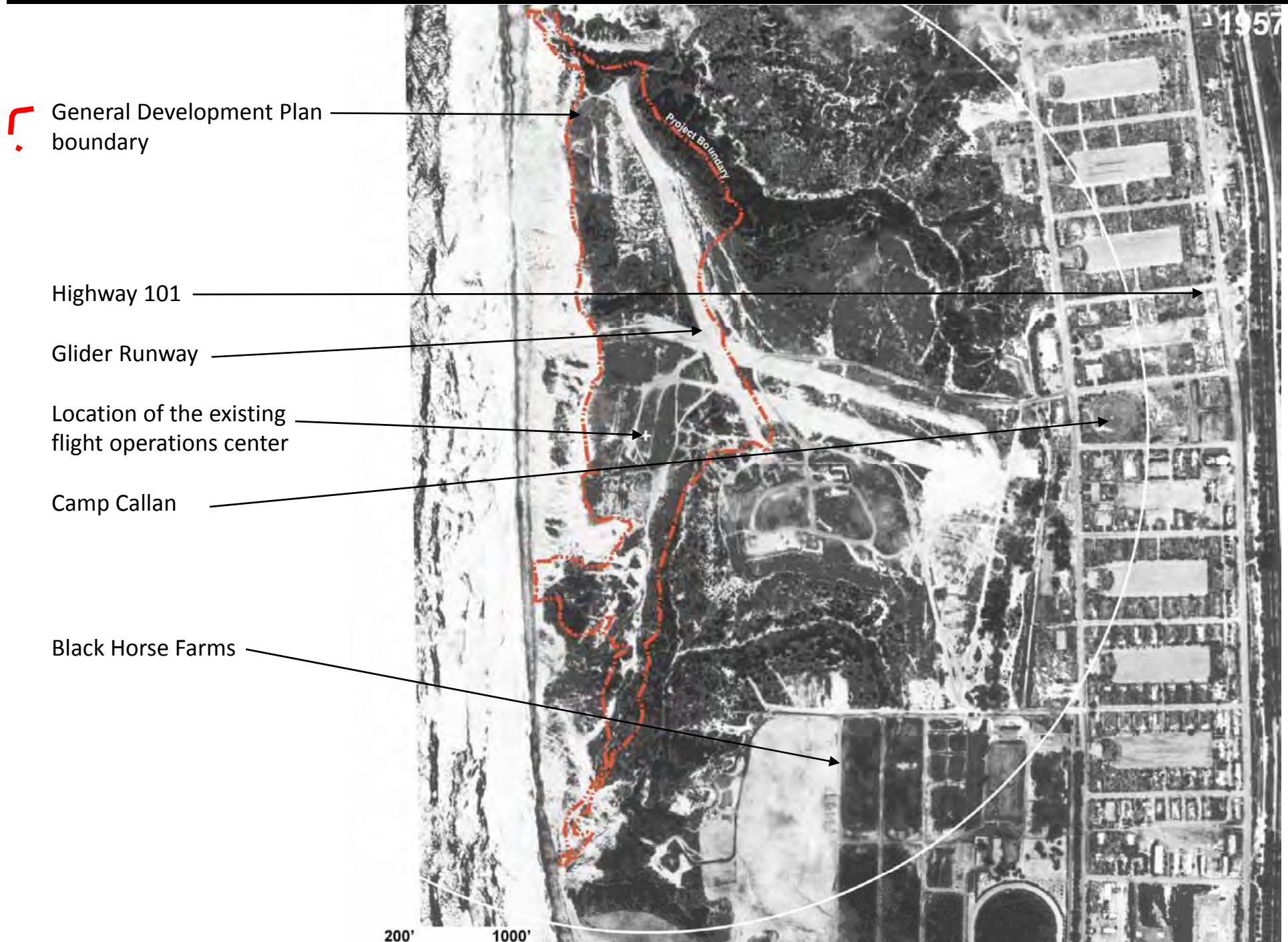
Location of the existing  
flight operations center

Camp Callan  
water tank, amphitheater

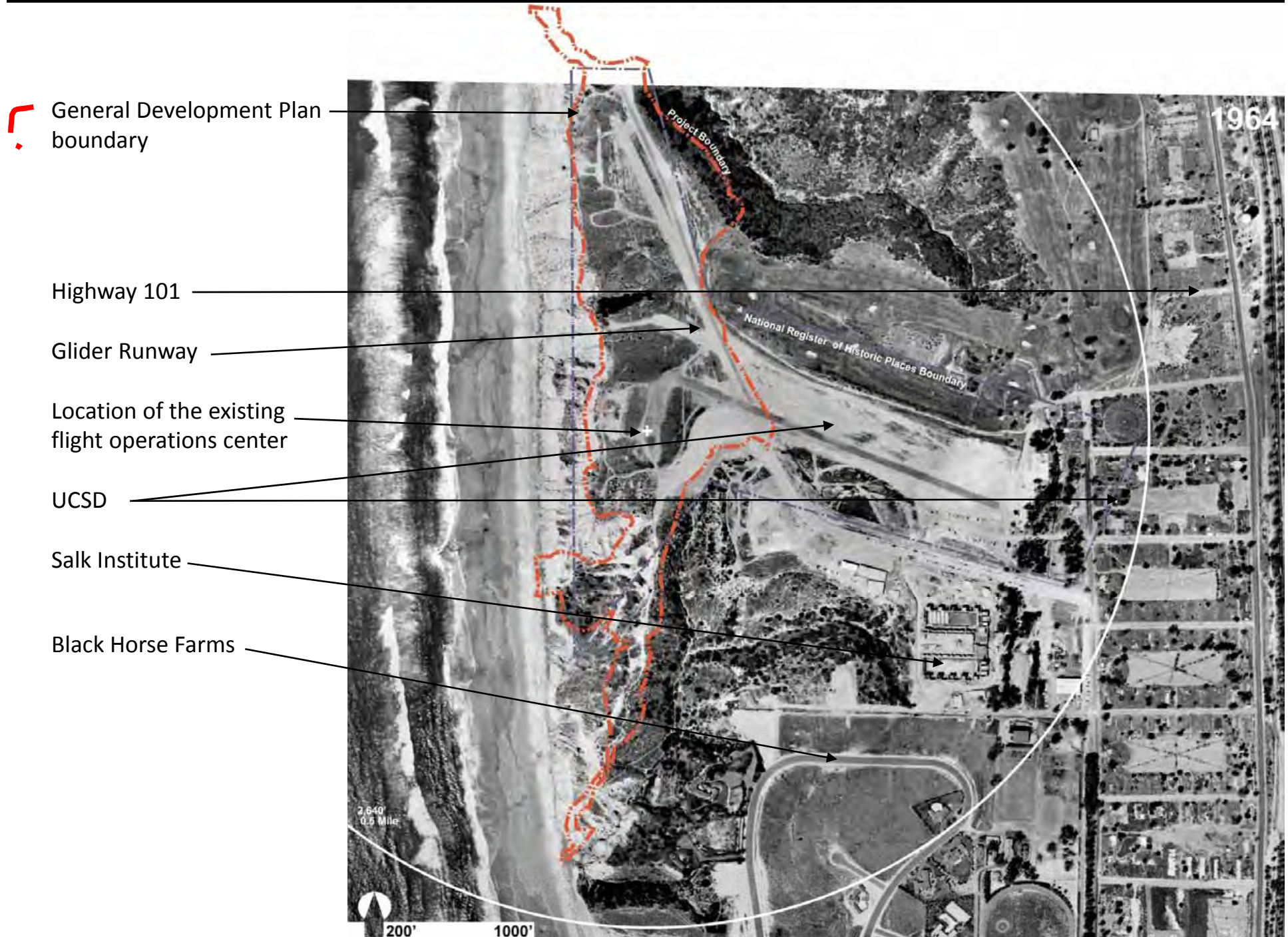
Military Secrets  
Camp Callan Artillery  
Battalion















General Development Plan  
boundary

Highway 101

Glider Runway

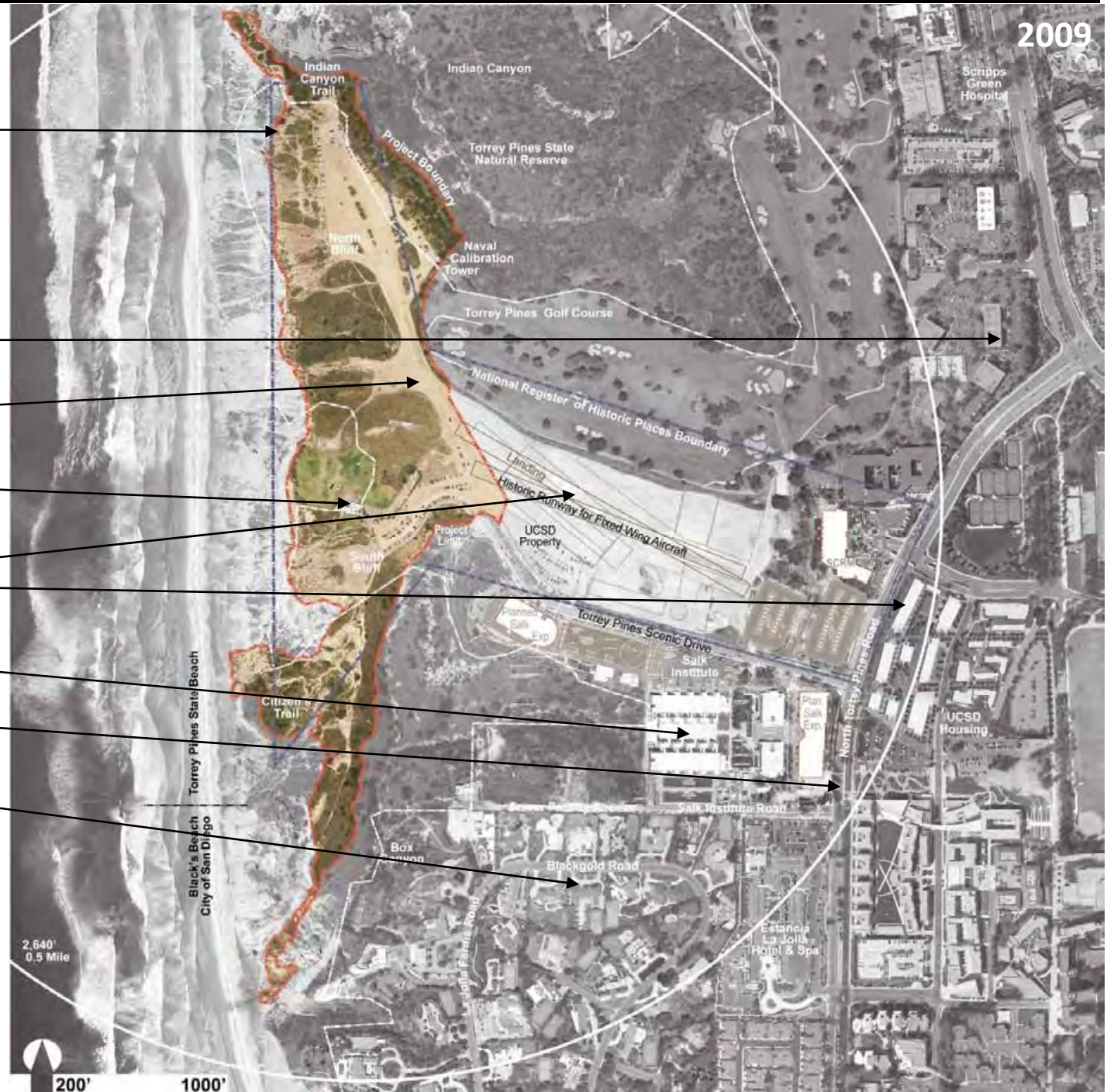
Location of the existing  
flight operations center

UCSD

Salk Institute

North Torrey Pines Rd.

Black Horse Farms



2009



**CITY OF SAN DIEGO  
REAL ESTATE ASSETS DEPARTMENT  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195**

**REQUEST FOR PROPOSALS (RFP) (COVER SHEET)**

**Goods and Services:** Lease for the Redevelopment, Operation and Maintenance of the City-owned Torrey Pines Gliderport, 2800 Torrey Pines Scenic Drive, San Diego, CA 92037

**Solicitation Number:** RFP No. 2800

**Solicitation Issue Date:** July 20, 2016

**Proposal Due Date and Time (Closing Date):** 4:00 p.m. Pacific Time on September 20, 2016

**City Contact:** Roswitha Sanchez, [roswithas@sanidiego.gov](mailto:roswithas@sanidiego.gov), phone (619) 236-6721

**Recommended Site Inspection:** August 10, 2016 at 10:00 a.m. at Torrey Pines Gliderport, 2800 Torrey Pines Scenic Drive, San Diego, CA 92037. Contact City Contact by August 8, 2016, if you are planning to attend.

**Questions and Comments Due:** No later than August 30, 2016 at 5:00 p.m. P.S.T

**Duration of Offer:** By submitting a proposal, the proposer guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Proposer agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, proposer's offer shall automatically extend for another ninety (90) calendar days unless the proposer indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Proposer \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

Telephone No \_\_\_\_\_

E-Mail \_\_\_\_\_

**PROPOSER'S AUTHORIZED REPRESENTATIVE.** Proposer is required to sign this document and return three (3) originals and five (5) copies of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to submit and sign this proposal.

Signature of Proposer's Authorized Representative

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Print Name

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Title

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Signature

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Date



The City of San Diego (City) is requesting proposals from qualified firms or individuals (hereinafter referred to as “Proposers”) to develop, operate, lease and use City-owned property commonly known as the Torrey Pines Gliderport located at 2800 Torrey Pines Scenic Drive within the Torrey Pines City Park (Property). The City is seeking proposals that will serve the needs of the local and regional community in the best interest of the public and in conformance with the Torrey Pines City Park General Development Plan (GDP), described below. The development, operation, maintenance, leasing and use of the Property shall be in accordance with the terms and conditions contained in this RFP, and, if awarded, pursuant to a lease and license agreement (Lease) to be negotiated with the City and subject to approval by the San Diego City Council.

Concurrent with this RFP, the City is also issuing a Request for Information (RFI) to discover opportunities for various business endeavors or fundraising opportunities, sponsorships or programs that will assist in preserving the Property including financing and development of the Property.

#### A. BACKGROUND

The Property consists of approximately 6.74 acres to be leased to the selected Proposer (Lease Area) and approximately 1.5 acres which the selected Proposer may use and shall maintain by means of a license (License Area), all located within Torrey Pines City Park (see attached **Exhibits A, B and I**). The Property is a San Diego designated historical resource and is on the National Register of Historic Places, the State Register of Historic Sites, and is a dedicated National Soaring Landmark. The Property is contiguous to the Torrey Pines State Preserve, Torrey Pines Municipal Golf Course, the University of California, San Diego and the Salk Institute. The existing facilities on the Property consist of a radio-controlled flight area, take/off landing area for hang glider and paraglider aircraft use, a flight operations center with concession facilities, portable restrooms and parking.

Development and operation of the Property is described in the GDP, which was approved by the City’s Park and Recreation Board on June 21, 2012 (see attached **Exhibit C**).

#### B. TYPE OF PROPOSALS SOUGHT

The City is seeking proposals to develop, operate and maintain the Property as a designated historical resource in accordance with the GDP. Each proposal should reflect the City's desire to have an operator who provides a high level of service to the public while operating, managing and maintaining the Property and related activities in a fiscally responsible manner that preserves and improves the Property as a cultural resource for the benefit of the community.

#### C. DEVELOPMENT/OPERATING PLAN

The City is seeking a Proposer to develop the Property and to lease, use, operate, and maintain the Property. Each Proposer should demonstrate the ability to support the City’s desire to

develop, lease and use the Property in accordance with the GDP for the benefit of the general public, users and visitors of the Property and the surrounding community.

Proposals must include a conceptual development plan for the Property, along with the proposed changes or additions to the existing facilities. Proposals should identify the services to be provided at the Property. Proposals shall include, at a minimum, detailed responses for the following requirements (Development/Operating Plan):

1. A preliminary site and floor plan showing the general location of all of the existing and any proposed capital improvements and/or major equipment on the Property, including a development schedule, a description of any demolition proposed, and a projection of construction costs. Drawings do not need to be detailed construction drawings but should be drawings to a consistent scale in sufficient detail to clearly show the types, dimensions and locations of all proposed improvements and facilities. See attached **Exhibit D** for a list of required improvements within the Lease Area and within the License Area, such as a flight operations building and a minimum of thirty (30) parking spaces in designated areas.
2. The necessary trade fixtures and equipment to be provided by the Proposer needed to provide the level of service to be required under the Lease. Title to those fixtures and equipment would remain vested in the selected Proposer unless negotiated otherwise.
3. A proposed term of the Lease and a statement justifying the proposed term of the Lease.
4. A proposed operating plan which shall include at a minimum the following: proposed uses; hours of operation; fees and charges, if any; proposed services; and/or benefit to the community.
5. Proposed rules and regulations (Rules and Regulations) which shall govern Flight Activities (as defined below in Section D.28.a.) and personal conduct so as to create a safe and enjoyable flight park on the Property and shall be subject to prior City approval.
6. A proposed financing plan.

All aspects of the Development/Operating Plan, including proposed uses, fees, improvements, and demolition, must be consistent with the GDP and are subject to approval by the City. Proposals shall consider all applicable laws and available industry guidelines as they apply to liability, public health standards, recreational operations, Americans with Disabilities Act (ADA) access, and the highest standards of maintenance of all facilities and equipment. Proposals must address any required off-site improvements, including but not limited to, curbs, gutters, sidewalks, utilities, landscaping, and ADA compliance for the Property.

#### D. PROPOSAL ELEMENTS AND ADDITIONAL LEASE TERMS

The City anticipates entering into a Lease with the selected Proposer to memorialize in detail the elements of the selected proposal. The following terms and conditions shall be incorporated into the Lease to be negotiated and executed between the selected Proposer and the City, subject to modification, deletion, and additional terms and conditions as determined by the City in the City's sole discretion:

1. Premises. The Property consists of the Lease Area, approximately 6.74 acres, and the License Area, approximately 1.5 acres, all located within the Torrey Pines City Park (see attached **Exhibits A, B and I**). The City will grant the selected Proposer a non-exclusive license ("License"), for the term of the Lease, to utilize the License Area for the benefit of the general public and for patrons of the Gliderport.
2. Uses. The use of the Property shall be limited to the operation and maintenance of a gliderport; use by non-powered aircraft and radio-controlled models (take-off and over-flight); sale of hang gliding, paragliding, and sailplane parts and accessories; sale of related merchandise; operation of a small food retail site (café); and incidental purposes as may be first approved in writing by the City.
3. Term. The proposed term of the Lease must be justified by the Proposer on the basis of capital investment in improvements, equipment, facilities and in promoting the Property and services thereon to the general public. Only terms of ten (10) years or more will be considered. Longer terms may be available depending on the proposal and/or capital improvements proposed.
4. Rent. The Proposer shall pay to the City annual rent (Rent) each Lease year in advance in the amount of Three Thousand Four Hundred and Twelve Dollars and Fifty Cents (\$3,412.50). The Proposer shall pay Rent within thirty (30) days after the effective date, and thereafter on each annual anniversary of the effective date. The Rent shall be adjusted upward every five (5) years, based on increases in the Consumer Price Index as provided below. In no event shall the adjusted Rent be less than the Rent in existence immediately prior to the adjustment dates.
  - a. CPI Adjustments. On each fifth (5<sup>th</sup>) anniversary of the effective date, the Rent shall be adjusted to reflect any net increase in the Consumer Price Index for "All Urban Consumers" for Los Angeles/Riverside/Orange County, California (CPI) based on the average of the then three most recently published monthly indices just prior to each adjustment. If the CPI is no longer published, the index for adjustment shall be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the CPI.
    - i. If the Rent adjustment is calculated using an index from a different base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used

shall first be converted under a formula supplied by the U.S. Department of Labor's Bureau of Labor Statistics or its successor.

- ii. If Department of Labor indices are no longer published, the City in its sole and absolute discretion may use another index deemed by the City to be reasonably comparable to the CPI, which shall then constitute the CPI under the Lease.
  - iii. The City's failure to deliver timely notice of any Rent adjustment shall not constitute a waiver by the City of its rights hereunder.
5. Records. The selected Proposer shall keep complete and accurate accounting records, which shall be subject to City review, from which the City can, at reasonable times, determine, among other things, the nature and amounts of income from the activities and operation of the Property. The records may be periodically audited by the City.
6. Right to Assign and Sublet. The selected Proposer may not assign the Lease or any interest therein and may not sublet any portion thereof without prior written approval from the City. The City's approval may be conditioned upon the proposed assignee agreeing to revisions to the Lease, to reflect market conditions or the City requirements that are then in effect. Also, no assignee will be approved by City who is not at least comparable to the original selected Proposer in financial and professional capabilities to operate the Property, as determined by the City.
7. Equity Participation. The selected Proposer shall pay to City two percent (2%) of the gross amount paid for the leasehold in connection with any approved assignment of the Lease; two percent (2%) of any amount paid to the selected operator in consideration of a sublease of all or a majority portion of the leasehold; or two percent (2%) of the amount of any increased loan or encumbrance against the Lease over and above the amount of the encumbrance needed to finance the improvements. The amount upon which the two percent (2%) shall be based shall be total consideration resulting from the transaction including total cash payments and the market value of non-cash consideration, including but not limited to stocks.
8. Compliance with Laws. The selected Proposer shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost, regarding all aspects of the Lease and activities at the Property.
9. Utilities. Currently there is no onsite water, sewer or electrical service at the Property. If feasible, water, sewer and solar-powered electrical service may be installed at the Property, at the selected Proposer's sole cost and expense. The selected Proposer may order and install utilities, subject to obtaining all applicable approvals and permits. If the selected Proposer has installed water, sewer or solar-powered electrical service, the selected Proposer shall order, obtain and pay for all utilities and service in connection with the Property.

10. Restriction on Plastic Food Containers. The selected Proposer shall not provide to its customers any prepared, takeout, or supplied/resale food in polystyrene foam packaging, nor shall the selected Proposer obtain or keep any such customer food packaging at or on the Property. The selected Proposer's food packaging for all foods shall be recyclable plastic or recyclable paper, and the selected Proposer shall deliver to the City, upon request, evidence of such in the form of paid invoices for the purchase of recyclable plastic or recyclable paper containers in amounts sufficient to indicate compliance with this section. Post-consumer recycled plastic or recycled paper is preferred for all customer food packing related to the use and operation of the Property. No biodegradable or compostable packaging is to be used by the selected Proposer in lieu of recyclable plastic or recyclable paper unless with the prior written approval of the City's Environmental Services Department. "Prepared food" means all food or beverage prepared on the Property for immediate consumption at the Property or elsewhere in the Property. "Takeout food" means all food or beverage to be consumed off of the Property or elsewhere in the Property. "Supplied/Resale food" means foods or beverages which are supplied by a third party to the selected Proposer for either preparing food or beverages onsite or direct sell. "Food packaging" means all bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws and lids which are not intended for reuse, and on or in which any prepared food or takeout food is provided on or from the Property. The selected Proposer should also limit its distribution of plastic bags to its customers.
11. Hazardous Substances. The selected Proposer shall not allow the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Property. The selected Proposer and the selected Proposer's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Property without City's prior written consent. The selected Proposer shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.
- a. Release. A "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.
- b. Hazardous Substance. "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

- c. Remediation. If the selected Proposer's occupancy, use, development, maintenance or restoration of the Property results in a release of a Hazardous Substance, the selected Proposer shall pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules and regulations of governmental authorities.
- d. Removal. If the selected Proposer or the selected Proposer's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, the selected Proposer and/or the selected Proposer's contractors or agents shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment or device from the Property immediately upon or prior to the expiration or earlier termination of the Lease. Upon City's request, the selected Proposer shall deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Property. The selected Proposer shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.
- e. Indemnity. The selected Proposer shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from the selected Proposer's occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, the selected Proposer's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- f. Notice of Release. If the selected Proposer knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, the selected Proposer shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. The selected Proposer shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If the selected Proposer knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, the selected Proposer shall take all actions necessary to alleviate the danger. The selected Proposer shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Property.

12. Encumbrance of Lease. The selected Proposer shall not encumber the Lease, its interest in the Lease, or any improvements on the Property by deed of trust, mortgage, chattel mortgage, or other security instrument without the City's prior written consent.
13. Nondiscrimination. The selected Proposer shall not discriminate in any manner against any person by reason of race, color, religion, gender, gender expression, gender identity, sexual orientation, medical status, national origin, age, marital status, or physical disability in the selected Proposer's use of the Property. The selected Proposer shall comply with the City adopted program for equal employment opportunities. This program includes requiring the selected Proposer to submit a Workforce Report, and in some cases an Equal Opportunity Plan. The selected Proposer shall comply with the San Diego Municipal Code sections 22.4301- 22.4308, which requires lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners.
14. Insurance and Indemnity. The selected Proposer shall be required to carry the following insurance, naming the City as an additional insured:
- a) Commercial General Liability (CGL). CGL written on an ISO from CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury in the amount of not less than Five Million Dollars (\$5,000,000) per occurrence. The selected Proposer is required to carry a policy of fire, extended and special form insurance with replacement cost coverage on all permanent property of an insurable nature located upon the Property in an amount equal to the full replacement of all improvements. Liability limits are to be per site and not a cumulative limit.
  - b) Commercial Automobile Liability. For all of selected Proposer's automobiles including owned, hired and non-owned automobiles, selected Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 covering Code 1 (any auto) or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of Five Million Dollars (\$5,000,000) per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
  - c) Workers' Compensation. For all of selected Proposer's employees who are subject to the Lease and to the extent required by the applicable state or federal law, the selected Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage per accident for bodily injury or disease, and the selected Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

- d) Professional Liability for Flight Instruction. Limits of no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.
- e). Builder's Risk Property Insurance. The Contractor shall provide at its expense, and maintain until final acceptance of any and all construction work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed work (without deduction for depreciation) including the cost of excavations, grading, and filling.
- f). Professional Liability for Construction. Limits of no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.
- g). Contractors' Pollution Legal Liability - Limits of no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate. The limits and requirements for Pollution Liability shall be in an amount sufficient to cover potential losses from sudden and accidental pollution.

If the selected Proposer maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the selected Proposer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. The selected Proposer's contractors and subcontractors shall carry the same level of insurance as required of the selected Proposer in the Lease.

The selected Proposer shall also release, indemnify, defend, and hold the City harmless from liability in connection with any and all construction, operations and activities on the Property.

- 15. Taxes. The selected Proposer must pay all taxes and assessments, including possessory interest taxes levied by reason of its possession, development or use of the Property.
- 16. Default. The City will reserve the right to terminate the Lease in the event of selected Proposer's failure to pay any rent within five (5) days of notice thereof, or to cure any curable default or breach within thirty (30) days of legal notice thereof.
- 17. Permits and Licenses. The selected Proposer will be required to obtain all necessary permits and licenses for the construction, operations and activities at the Property, at the selected Proposer's sole cost and expense. By the selection of a proposal or execution of the Lease, neither the City nor the San Diego City Council is obligating itself or any governmental agent, board, commission or agency with regard to any other discretionary action relating to any occupancy, use, development, maintenance or restoration of the Property. "Discretionary action" includes without limitation re-



zonings, variances, environmental clearances and all other required governmental approvals.

18. Payment Card Industry Data Security Standards.

- a) Selected Proposer's Certification. The selected Proposer shall certify that it will implement and at all times comply with the most current Payment Card Industry Data Security Standards (PCI DSS) regarding data security. The selected Proposer will provide written annual confirmation of PCI DSS compliance from the credit card types used by the City (i.e. VISA, MasterCard, Discover, and American Express). The selected Proposer will immediately notify the City if it undergoes, or has reason to believe that it will undergo, an adverse change resulting in the loss of compliance with the PCI DSS standards and/or other material payment card industry standards. In addition, the selected Proposer shall provide payment card companies, acquiring financial institutions, and their respective designees required access to the selected Proposer's facilities and all pertinent records as deemed necessary by the City to verify the selected Proposer's compliance with the PCI DSS requirements.
- b) Data Security. The selected Proposer shall acknowledge responsibility for the security of cardholder data as defined within PCI DSS standards. The selected Proposer shall undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt network devices. Upon request, the selected Proposer will provide the City's Chief Information Security Officer with copies of the quarterly scans for verification. The selected Proposer will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed during the performance of the Lease.
- c) Use of Data. The selected Proposer shall acknowledge and agree that it may only use cardholder data for completing the work as described in the Lease consistent with PCI DSS standards or applicable law. The selected Proposer shall maintain and protect in accordance with all applicable laws and PCI DSS standards the security of all cardholder data when performing the services.
- d) Indemnity. The selected Proposer shall indemnify and hold harmless the City, its officers, and employees from and against any claims, loss, damages, or other harm related to a data security breach or the selected Proposer's failure to maintain PCI DSS compliance standards.
- e) Notification Requirements. The selected Proposer shall immediately notify the City's Chief Information Security Officer of any breach, intrusion, or unauthorized card access to allow the proper PCI DSS breach notification process to commence. The selected Proposer shall agree to assume responsibility for informing all affected individuals

in accordance with applicable law. All notifications and required compliance documents regarding PCI DSS shall be sent to:

Chief Information Security Officer  
1010 2<sup>nd</sup> Avenue, Suite 500  
San Diego, CA 92101  
[Cybersecurity@sandiego.gov](mailto:Cybersecurity@sandiego.gov)  
(619) 533-4840

19. Non-responsibility. The City hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a Proposer or executing the Lease with the selected Proposer.
20. Construction Requirements. The selected Proposer will construct all improvements in accordance with all federal, state and local laws, rules and regulations, including, but not limited to, the California Environmental Quality Act and ADA.
21. Prevailing Wages. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under the Lease is subject to State prevailing wage laws. For construction work performed under the Lease cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under the Lease cumulatively exceeding \$15,000, the selected Proposer and its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - a) Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the selected Proposer and its contractors and subcontractors shall ensure that all workers who perform work under the Lease are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - (i) Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The selected Proposer and its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - (ii) The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of the Lease. If the published wage rate refers to a predetermined wage rate to

become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the Lease in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the Lease, each successive predetermined wage rate shall apply to the Lease on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of the Lease, such wage rate shall apply to the balance of the Lease.

- b) Penalties for Violations. The selected Proposer and its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 - 1861.
- c) Payroll Records. The selected Proposer and its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The selected Proposer shall require its contractors and subcontractors to also comply with section 1776. The selected Proposer and its contractors and subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. The selected Proposer is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. The selected Proposer, its contractors and subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.
- d) Apprentices. The selected Proposer and its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The selected Proposer shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.
- e) Working Hours. The selected Proposer and its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- f) Required Provisions for Subcontracts. The selected Proposer shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- g) Labor Code Section 1861 Certification. The selected Proposer in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing the Lease, the selected Proposer will certify that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Lease.”
- h) Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will instruct the selected Proposer to withhold contract payments to the selected Proposer’s contractor when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- i) Contractor and Subcontractor Registration Requirements. Certain work performed pursuant to the Lease is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Labor Code section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 2103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
- (i) A selected Proposer’s inadvertent error in listing a contractor or subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to this RFP shall not be grounds for filing a protest or grounds for considering the proposal non-responsive provided that any of the following apply: (1) the contractor or subcontractor is registered prior to the Proposal Due Date; (2) within twenty-four hours after the Proposal Due Date, the contractor or subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the contractor or subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

- (ii) A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, selected Proposer, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.
- (iii) By submitting a proposal to the City, the selected Proposer is certifying that he or she has verified that all contractor and subcontractors used on any public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and selected Proposer shall provide proof of contractor and subcontractor registration to the City upon request.

22. Performance and Payment Bond. The selected Proposer shall provide to City, prior to commencement of any construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated design and construction costs of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to City. The bond shall insure that the construction to be commenced by the selected Proposer shall be completed in accordance with the plans approved by City or, at the option of City that the uncompleted construction shall be removed and the Property restored to a condition satisfactory to City. The bond or cash shall be held in trust by City for the purpose specified above, or at City's option may be placed in an escrow approved by City. This requirement is not intended to be duplicative of a construction bond otherwise required of the selected Proposer.

Prior to the commencement of any work on the Property, the selected Proposer shall deliver to City a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract(s) for construction on the Property to satisfy claims of material suppliers and of mechanics and laborers employed on the contract(s) for construction on the Property. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670 that is authorized by the State of California Department of Insurance to transact surety insurance in the State. The selected Proposer shall maintain the bond in full force and effect until all improvements for the construction on the Property are accepted by City and until all claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, the selected Proposer shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from City.

23. Improvements and Alterations. All improvements, demolition, or alterations to the Property shall be in accordance with plans and specifications approved in writing by the City in advance and shall be made at the sole cost and expense of the selected Proposer.

24. Maintenance. All maintenance and repairs of the Property shall be the responsibility of

the selected Proposer throughout the entire term of the Lease without expense to the City. Maintenance and repairs shall include, but not be limited to, the roof, heating and air conditioning, plumbing, and electrical. The selected Proposer shall maintain the Property and all improvements, fixtures, and installations thereon in a clean, safe and well-maintained condition throughout the term of the Lease, to the satisfaction of the City and in compliance with all applicable laws.

25. Ownership of Improvements. All improvements, except trade fixtures and equipment installed by the selected Proposer, shall become the property of the City, at the City's option, upon termination of the Lease. If the City elects, all improvements shall be removed from the Property at the termination or expiration of the Lease, at the selected Proposer's sole cost and expense. If the City elects to retain the improvements, the selected Proposer must remove all trade fixtures and personal property upon termination without cost to the City or damage to the Property.
26. Hours of Operation. A regular schedule of days and hours of operation shall be established by the selected Proposer to best serve the public. The schedule shall be subject to prior approval by the City.
27. Rate of Charges. All prices of merchandise, equipment, and services shall be comparable with the prices of like merchandise, equipment, and services offered in the San Diego County area. All prices charged must be approved in writing by the City; provided, however, that selected Proposer shall not be required to sell any merchandise or offer any services at a loss.
28. Special Provisions.
  - a. Flight Rules and Regulations. The selected Proposer shall serve as, or otherwise designate and provide for, an on-scene flight director (Flight Director) for all times Flight Activities take place at the Property. "Flight Activities" shall mean all human or mechanized flight, soaring, gliding, and remote-flying activities at, on, over, or from the Property. The selected Proposer shall preserve the flight operations for access by motor less Flight Activities. In compliance with all applicable laws, including San Diego Municipal Code section 63.0201, and the terms and conditions of the Lease, the selected Proposer or the Flight Director, or the representatives of such, shall exercise general control and direction over all Flight Activities, and shall institute, enforce and administer all Rules and Regulations. The Rules and Regulations shall include provisions regarding emergency operations in recalling gliders via radio, reporting of accidents, interactions with emergency personnel, and accidental beach landings. The Rules and Regulations shall be posted in plain view on the Property at all times. All pilots must observe all posted rules at all times or be subject to a misdemeanor in accordance with San Diego Municipal Code section 63.0201.

- b. Equipment. The selected Proposer shall furnish all equipment necessary for the operation of the Property in conformity with the Lease and the GDP, and agrees to properly maintain and repair such equipment.
- c. Supervision. The selected Proposer shall have qualified on-site personnel to conduct and operate activities on the Property at all times when the Property is open to the public. The selected Proposer and its employees shall at all times conduct themselves in a creditable, professional and polite manner in the operations at the Property.
- d. Maintenance of Adjacent Area. The selected Proposer shall keep the areas adjacent to the concession operations on the Property clean and clear of refuse, weeds and obstructions. Prior to completion and operation of the restroom building set forth in the GDP (see **Exhibit D**) by the selected Proposer, the selected Proposer shall provide portable toilet facilities, including an ADA compliant toilet facility for its customers, employees and the general public. The selected Proposer shall provide adequate trash and recycling receptacles, and shall dispose of all garbage, trash and rubbish.
- e. Waiver and Indemnification Form. All participants in Flight Activities shall be required to execute a waiver and indemnification agreement as a condition of being permitted to use the Property. The selected Proposer shall use and obtain waiver and indemnification agreements for all such use of the Property, and said agreements shall be in form and content approved by the City. Also, all participants must sign a statement certifying that they have read and understand the Rules and Regulations.

#### E. RESPONSIBILITIES OF PROPOSERS

- 1. Proposers are responsible for carefully examining this RFP and all documents incorporated into this RFP by reference before submitting a proposal. If selected for award of a lease and license, the selected Proposer shall be bound by same unless the City has accepted Proposer's exceptions, if any, in writing.
- 2. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and developing and operating the Property. Submission of a Proposal will be considered evidence that Proposers have familiarized themselves with the nature and extent of the requirements and has made such investigations and examinations.
- 3. The selected Proposer shall be responsible for obtaining all necessary approvals and permits to the satisfaction of the City.
- 4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer upon written notice to the Contact Person.

## F. PROPOSAL CONTENTS

All proposals must include at a minimum the information specified below. Failure to include this information shall be cause to deem the proposal non-responsive and result in its complete rejection. The inclusion of any additional information that will assist the City in the evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation as stated in Section K. The proposal submitted must be complete and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals, since there will be no auction or competitive negotiation and the City reserves the right to make a selection based solely on the information contained in submitted proposals.

Each proposal **MUST** include the following items:

1. Cover Sheet. Proposer shall submit with its proposal the signed Request for Proposal (RFP) Cover Sheet.
2. Summary of Experience. A resume or summary of the Proposer's experience, which should be a minimum of three (3) years in the past five (5) years, and qualifications to operate gliderport-type facilities and the operations presented in the proposal. The names and contact information from a minimum of three (3) references who have had experience in gliderport-type operations during the past five (5) years. If the Proposer is not going to be involved in the day-to-day operations of the Property, then the Proposer must include qualifications and verification that all persons to be employed in management capacity at the Property are sufficiently qualified to satisfy the requirements of this RFP.
3. Financial Statements. Proposer must submit either: (a) financial statements for the preceding three years that were audited or prepared by a certified public accountant; or (b) tax returns for the preceding three years. Each Proposer shall submit a full and detailed statement of their true financial condition as of **December 31, 2015**, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation of the Property, and its source and terms of repayment, must be included in the financial statement.
4. The Development/Operating Plan. Proposer shall submit the Development/Operating Plan, as set forth in Section C, above.



5. Proposed Term. Proposed term of the Lease and the justification therefor in terms of the amount of capital investment.
6. Work Force Report. Proposer shall submit a completed Work Force Report. Copy of the Work Force Report is attached as **Exhibit E**.
7. Lessee Questionnaire. Proposer shall submit a completed Lessee Questionnaire. Copy of Lessee Questionnaire is attached as **Exhibit F**.
8. Credit Information Request. Proposer shall submit a completed Credit Information Request, attached as **Exhibit G**.
9. Certification. By submission of a proposal, the Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies. Proposer shall submit with its proposal a completed Contractor Standards Pledge of Compliance. Copy of the Pledge of Compliance is attached as **Exhibit H** (Contractor Standards Pledge of Compliance).
10. Business Tax Certificate. Proposer shall submit with its proposal a copy of their business tax certificate, or a copy of their application receipt.

#### G. NONCONFORMING PROPOSALS

Proposers requesting deviations from the provisions of this RFP should specifically identify the requirements being deviated from and address the requested deviation in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

#### H. PRE-PROPOSAL INSPECTION

To give Proposers an opportunity to view the Property, a pre-proposal inspection of the Property has been scheduled as set forth in the Request for Proposals (RFP) Cover Sheet. It is strongly suggested that all Proposers attend this inspection. Attendance is not mandatory. It is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements prior to submitting a proposal.

#### I. PROPOSAL SUBMISSION

##### 1. Due Date

**Proposals must be received at the address listed below no later than 4:00 p.m.as set forth in the Request for Proposals (RFP) Cover Sheet.**

Proposals received after that time will not be considered.

2. Place of Delivery

All proposals should be delivered to:

City of San Diego  
Real Estate Assets Department  
1200 Third Avenue, Suite 1700  
San Diego, CA 92101  
Attn: Roswitha Sanchez

3. Faithful Performance Deposits

All proposals **MUST** include a cashier's check or certified check in the amount of Five Thousand Dollars (\$5,000) payable to **City Treasurer** as a faithful performance deposit to assure that if the proposal is selected by the City, that the Proposer will enter in good faith into a lease and license agreement containing substantially the same terms and conditions as set out in this RFP and in the selected proposal. No personal checks will be accepted and no interest will be paid on deposits.

4. Number of Copies

Proposers are required to submit their proposals as set forth in the Request for Proposals (RFP) Cover Sheet. All materials submitted by Proposers become the property of the City of San Diego and may not be returned.

5. Questions and Comments

Written questions and comments must be electronically mailed (e-mailed) to the City Contact no later than the date specified on the Request for Proposals (RFP) Cover Sheet. Only written communications relative to the RFP shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon proposers to verify that the City has received their questions and/or comments. All responses to questions will be posted on the City's website at (<https://www.sandiego.gov/real-estate-assets/>) as an Addendum. The City will distribute questions and answers, without identification of the inquirer(s), to all proposers who are on record as having received this RFP. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

J. PROPOSAL EVALUATION AND SELECTION

The City reserves the right to select the proposal that will provide the best value to the City given the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time,

including any proposals that have been scored or been the subject of oral presentations and/or interviews. The City also reserves the right to waive minor irregularities or variations to the specifications stated herein and in the solicitation process provided that such a waiver does not provide an unfair competitive advantage to the selected Proposer.

The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a Lease with the winning Proposer based on the RFP and the Proposer's proposal, or award the Lease without further negotiation.

The City reserves the right to inspect the Proposer's equipment and facilities to determine if the Proposer is capable of fulfilling the Lease. Inspection will include, but not limited to, survey of Proposer's physical assets and financial capability. Proposer, by signing the RFP and submitting a proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform pursuant to a Lease. Should the City conduct this inspection, the City reserves the right to disqualify a Proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform pursuant to a Lease.

Proposals shall be evaluated in a two-step process by an evaluation committee of qualified City staff, and if necessary other persons selected by the City.

In Step One, the committee will evaluate all responsive proposals based upon the information, references and materials contained in the proposals as submitted. The committee will score and rank all responsive proposals based on the evaluation criteria indicated below.

If the score of the highest scoring proposal resulting from Step One is more than ten (10) points greater than the scores of the other proposals, and the committee is satisfied that the highest scoring proposal is sufficient for recommendation, the highest scoring proposal will be recommended to the City Council for award. The recommended Proposer may be required to appear before the City Council and any of its committees to answer questions and for award of the Lease.

If one or more proposals score within ten (10) points of the highest scoring proposal, the process will proceed to Step Two. Only the Proposer with the highest scoring proposal and those Proposers scoring within ten (10) points or less of the highest scoring proposal (collectively the "finalists") will be asked to participate in Step Two. In Step Two, the finalists will be required to provide an oral presentation and/or participate in an interview of key personnel by appearing before the evaluation committee or by conference telephone call. The purpose of the oral presentation/interview is to provide the committee with an opportunity to further evaluate the finalists' proposals, which may include requesting clarification to the finalists' proposals and developing rapport. The finalists are required to make the oral presentation/interview within seven (7) workdays after

request by the City. The committee may also inspect the finalists' facilities and perform other due diligence as it may determine. The committee may then, at the committee's sole discretion, add up to eleven (11) additional points to the score of any finalist.

If the committee is satisfied that the first-ranked proposal resulting from Step Two is sufficient for recommendation, it will be recommended to the City Council for award. The recommended Proposer may be required to appear before the City Council and any of its committees to answer questions and for award of the Lease.

Selection of the proposal to be recommended to the City Council for award of the Lease will be based on the evaluation criteria listed below:

1. **Responsiveness to RFP (Maximum 20 points):**

The extent to which a proposal clearly addresses the elements of this RFP, including the following: the quality, attractiveness, and professionalism of the proposal; responsiveness to the requirements described in the RFP; quality, extent and diversity of Flight Activities and other related programming; quality, extent, and diversity of educational and commercial activities and programming; the qualifications of the Flight Director and his/her understanding of public safety with respect to Flight Activities; extensive knowledge of the general standards for hang gliding operations; and understanding the needs, goals and objectives of the City and the GDP while providing highest and best use of the Property.

2. **Development/Operating Plan (Maximum 25 points):**

The City will give consideration to the proposed Development/Operating Plan. The Development/Operating Plan will be reviewed based on the extent to which a proposal clearly addresses the elements of this RFP, including: conformity with development and improvement elements of the GDP; extent to which a proposal will provide for off-Property improvements identified in the GDP; degree of permanent facilities proposed to be developed on the Property; proposed Rules and Regulations that govern flight activities and personal conducts, and a plan on how to enforce and administer the Rules and Regulations.

3. **Professional Experience and Qualifications (Maximum 20 points):**

The extent to which a proposal demonstrates, among other things, the following: the Proposer's experience and qualifications in successfully managing an operation of the type contemplated in this RFP; experience with Flight Activities; experience with development and financing of concessions and Flight Activities facilities; knowledge of the general standards for hang gliding operations; understanding of public safety with respect to the Flight Activities; and ability to implement the components of the proposal. The Proposer should include verification that his/her employees are well qualified to conduct the business. The Proposer should have at

a minimum three (3) years' experience in the past five (5) years conducting similar operations.

4. **Financial Capability (Maximum 25 points):**

The extent to which a Proposer demonstrates, among other things, the following: the necessary financial capability and strength to successfully develop and operate the Property in accordance with the proposal and the Lease, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Property; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Property.

5. **Community/Public Service (Maximum 10 points):**

The Proposal will be evaluated based on the Proposer's overall ability to best serve the needs of the public by providing the most benefits which are accessible to all community members and the general public as articulated in the GDP.

**Maximum Total Points: 100**

6. **Oral Presentation/Interview (Maximum 11 points)**

A. ANNOUNCEMENT OF INTENT TO AWARD

1. Intent to Award Lease. The City will inform all proposers of its intent to award a Lease, subject to negotiation and approval by City Council, in writing.
2. Obtaining Proposal Results. No proposal results can be obtained until the City announces the proposal best meeting the City's requirements. Proposal results may be obtained by: (1) e- mailing a request to the City Contact identified on the Request for Proposals (RFP) Cover Sheet or (2) visiting the READ e-procurement system to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number set forth in the Request for Proposals (RFP) Cover Sheet. Proposal results will not be released over the phone.

B. ADDITIONAL INFORMATION FROM PROPOSERS

The City reserves the right to request information from Proposers to clarify information pursuant to this RFP.

C. INCURRED COSTS

Each Proposer is solely and fully responsible for any and all costs associated with

submitting a response to this RFP. The City will not be responsible for any costs incurred by Proposers in the preparation and submission of proposals.

#### D. CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff or evaluation committee members about this RFP from the date this RFP is issued until final passage of the City Council approval of the Lease to the selected Proposer.

#### E. ADDENDA

The City may issue addenda to this RFP as necessary. All addenda are incorporated into the RFP. The Proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

#### F. PUBLIC RECORDS

All proposals, and all contents thereof, received shall be considered confidential until the City's Real Estate Assets Department recommends a proposal to the City Council. By signing this RFP and submitting a proposal, the Proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the Proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the Proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the Proposer must provide a specific and detailed legal basis, including applicable case law, which clearly establishes the requested information is exempt from the disclosure under the CPRA. If the Proposer does not provide a specific and detailed legal basis for requesting the City to withhold Proposer's confidential or proprietary information at the time of proposal submittal, the City will release the information as required by the CPRA and Proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the Proposer's obligation to defend, at Proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the Proposer's request. Furthermore, the Proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at Proposer's request. Nothing in the Lease resulting from the proposal creates any obligation on the

part of the City to notify the Proposer or obtain the Proposer's approval or consent before releasing information subject to disclosure under the CPRA.

G. CITY'S RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reject all offers and proposals regarding this RFP and the Property, including those submitted by Proposers who have outstanding debt with the City. The City reserves the right to determine which proposal it deems in the best interest of the City to accept. The City also reserves the right to waive any informality not material to cost or performance in any proposal provided that any such waiver is deemed to be inconsequential and does not provide an unfair competitive advantage to any Proposer.

H. QUALIFICATION OF PROPOSAL

THIS IS NOT A BID SOLICITATION AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY COUNCIL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY. ALL TRANSACTIONS DISCUSSED, REFERENCED, OR IMPLIED HEREIN ARE SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL.

I. NON-DISCRIMINATION NOTICE

It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, gender expression, gender identity, sexual orientation, disability, medical condition, or place of birth.

J. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

Proposer understands that failure to comply with the following requirements and/or submitting false information in response to these requirements may result in rejection of the proposal by the City and debarment of the Proposer from participating in City contracts for a period of not less than one (1) year:

1. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Proposer and all of its

subcontractors are individually responsible to abide by its contents.

Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Proposer shall insert the foregoing provisions in all contracts and subcontracts for any work covered by the proposal so that such provisions will be binding upon each contractor and subcontractor. Proposer agrees that compliance with Equal Employment Opportunity (EEO) provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff.

Proposer shall submit a current Work Force Report or a current EEO Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. Copy of Work Force Report is attached as **Exhibit E**.

2. Equal Benefits. Proposer shall comply with San Diego Municipal Code sections 22.4301- 22.4308, which require lessees of CITY-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.
3. Local Business and Employment. Proposer acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

#### K. RETURN OF FAITHFUL PERFORMANCE DEPOSIT

All good faith deposits will be returned to unsuccessful Proposers within thirty days of final passage of City Council approval of the Lease to the selected Proposer. For the selected Proposer, the deposit will be applied to the Lease deposit upon completion of negotiations and execution of the Lease between the selected Proposer and the City. Should the selected Proposer unilaterally withdraw from negotiations after selection, the entire deposit of the selected Proposer will be forfeited to the City.



L. PROTESTS

The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures shall apply to this RFP and provide unsuccessful Proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

M. ASBESTOS DISCLOSURE

Portions of certain structures on the Property may contain asbestos. By virtue of its submission of a proposal, Proposer acknowledges having received notice from City of the presence of such asbestos in accordance with Health and Safety Code Section 25915. Proposer shall indemnify and hold City harmless from any loss or claim which may result from existence of asbestos on the Property.

N. REAL ESTATE BROKER'S COMMISSION

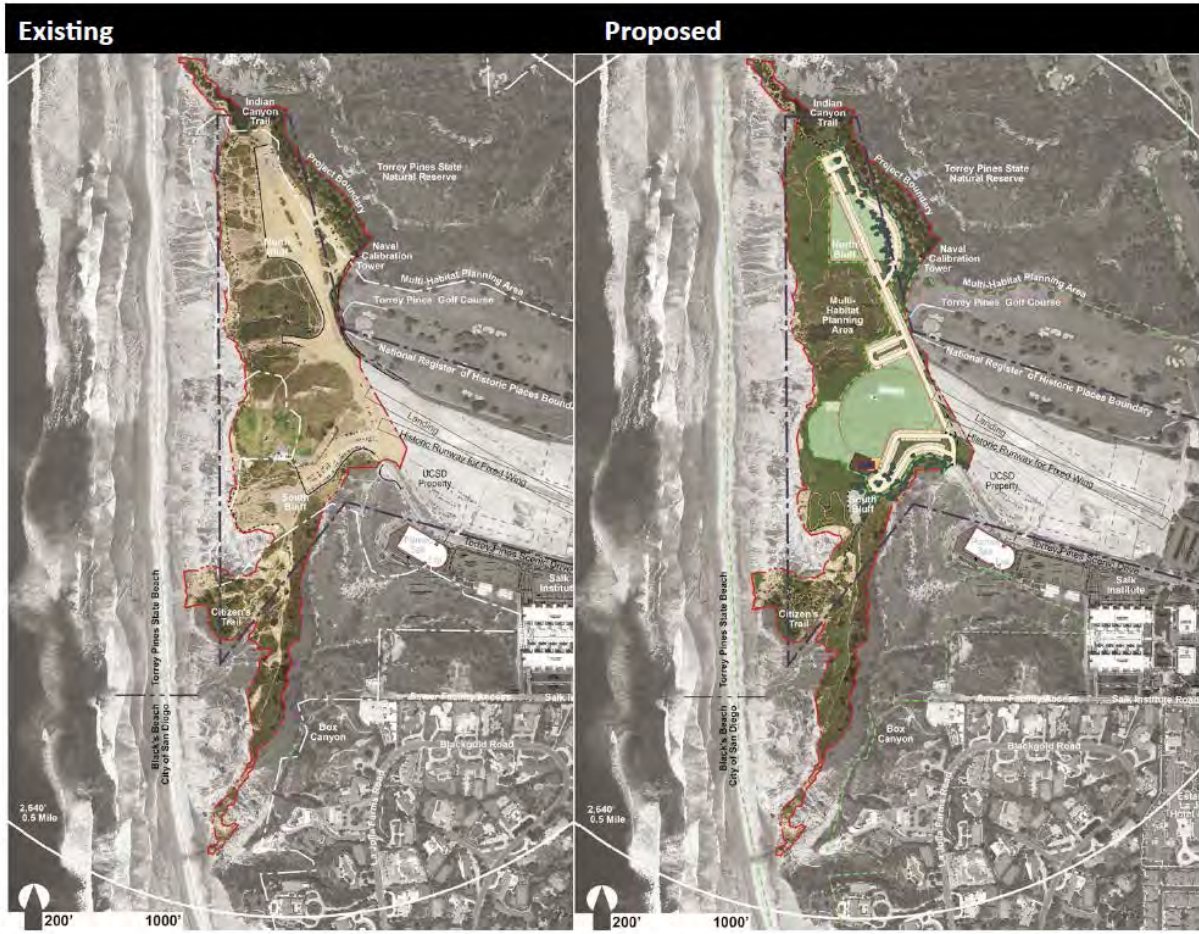
The City will not pay a brokerage commission in this RFP.

O. SCHEDULE OF EXHIBITS

Exhibit A: Aerial View of the Property  
Exhibit B: Photos of the Property  
Exhibit C: General Development Plan  
Exhibit D: Required Improvements  
Exhibit E: Work Force Report  
Exhibit F: Lessee Questionnaire  
Exhibit G: Credit Information Request  
Exhibit H: Contractor Standards Pledge of Compliance  
Exhibit I: Grading Plan

The foregoing forms listed as Exhibits E, F, G and H are required to be completed and submitted with the proposal. Failure to submit any of the forms listed as Exhibits E, F, G or H will result in the City deeming the proposal incomplete and non-responsive.

**EXHIBIT "A"**  
**AERIAL VIEW OF THE PROPERTY**



Torrey Pines City Park General Development Plan

**EXHIBIT “B”**  
**PHOTOS OF THE PROPERTY**



**EXHIBIT “C”**  
**GENERAL DEVELOPMENT PLAN**



# TORREY PINES CITY PARK

## GENERAL DEVELOPMENT PLAN

APPROVED – Park and Recreation Board - June 21, 2012,  
Torrey Pines City Park Advisory Board February 18, 2010

City of San Diego  
Park Planning  
Urban Form Division  
City Planning & Community Investment



HELIX Environmental  
RBF Consulting  
MJE Marketing Services, Inc.  
Ninyo & Moore  
Accessible San Diego  
PCG Utility Consultants  
Hunter Pacific Group  
ASM Affiliates, Inc.  
San Diego Natural History Museum, Paleontology  
Vonn Marie May, Cultural Land Planning & Research

# Acknowledgements

---

## **Torrey Pines City Park Advisory Board**

- Ginny Barnes, Chair, Mayor's Appointment
- David Metzgar, Paragliding/San Diego Hang Gliding & Paragliding Association
- Ken Baier, Hang Gliding/Torrey Hawks Hang Gliding Club
- Edward Slater, Associated Glider Clubs of Southern California
- Michael Stepner, Park & Recreation Board Member
- Mary Coakley, Park & Recreation Board's Community Parks 1 Area Member
- Chris Schmidt, Sierra Club – San Diego Chapter
- Brian Thompson, Torrey Pines Association
- Ronald Brown, Torrey Pines Gulls-Radio-Controlled Soaring Society & Torrey Pines Scale Soaring Society
- Douglas Williamson, University Community Planning Group
- Ken King, Council District 1 Representative
- Michelle Abella-Shon, Board Staff Liaison

## **Stakeholders**

- Associated Glider Clubs of Southern California
- California Coastal Commission
- Current Lessee– California Air Adventures
- Torrey Pines Gulls—Radio-Controlled Soaring Society
- Torrey Pines State Park
- La Jolla Historical Society
- Save Our Heritage Organization (SOHO)
- Kumeyaay Cultural Repatriation Committee
- The San Diego County Archaeological Society
- University Community Planning Group
- La Jolla Community Planning Group
- Hang Gliding/Torrey Hawks Hang Gliding club
- Paragliding/San Diego Hang Gliding and Paragliding Association
- Salk Institute
- San Diego Park and Recreation Board
- City of San Diego Historical Resources Board
- Sierra Club
- Surfrider Foundation, San Diego Chapter
- Torrey Pines Association
- University of California, San Diego

## **City of San Diego Offices:**

**Mayor** Jerry Sanders

**Councilmember** Sherri Lightner, District 1

- Mayor's Office of Ethics and Integrity, Disability Services
- Golf Operations, Torrey Pines
- Fire-Rescue Department
- Engineering & Capital Projects Dept. Project Implementation & Technical Services Division
- Park and Recreation

## **City of San Diego Staff:**

City Planning & Community Investment

- William Anderson, Director
- Bennur Koksuz, Deputy Director Urban Form Division
- Deborah Sharpe, Project Officer II Urban Form Division
- Michelle Abella-Shon, Project Manager Urban Form Division
- Jeff Harkness, RLA No. 2308 Park Designer - Park Planning Section/Liaison

Torrey Pines City Park is a unique and remarkable place. Despite its rich history and resources, the park is today disturbed and eroded, with unchecked vehicular access, as well as continuing and costly resource degradation.

- Archeological investigations have established that the Kumeyaay people utilized these bluffs and the ocean's bounty for thousands of years.
- In 1899, the City of San Diego dedicated a park of coastal bluffs and rare pine trees for the public use and enjoyment.
- In 1930 brave aeronautic pioneers found the persistent wind blowing up these cliffs was perfect for soaring. Currently, the park's flight community's active aeronautic research, development and recreation are recognized world-wide.
- During WWII the site supported Camp Callan the artillery-training base practices took its toll on the park's natural resources.
- In the 1960s the City deeded adjacent properties to scientific and educational institutions, and recreational and tourism destinations.
- Together with the motorless flight and environmental communities, these facilities now represent a large, diverse constituency of stakeholders.

As a public treasure, Torrey Pines City Park, needs to be carefully rehabilitated. This General Development Plan (GDP) is designed to enhance the quality and diverse character of the park through programmed park uses and the composition of forms and natural materials. Its intentional forms trace paths drawn on the land over many years of activity. Introduced elements will support historic uses, serve the public and protect the park.

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*Mission Statement by the Torrey Pines City Park Advisory Board*

To protect and preserve this world renowned soaring site and the park's unique natural, historical, cultural and recreational resources.

Consistent with this mission statement the Torrey Pines City Park General Development Plan accomplishes the following as a sustainable and versatile park site which meets the needs of all stakeholders:

- Preserves and interprets the park's 57 acres of cultural resources associated with the Kumeyaay, Camp Callan and the history of wind-powered flight
- Improves retention of stormwater runoff for slope protection
- Improves emergency landing runway for fixed-wing glider's historic use of the park
- Improves the take off/landing area for hang glider and paraglider aircraft use
- Improves the landing area and "Pit" for radio controlled aircraft use
- Improves the flight operations center
- Improves the 2 beach access trails
- Adds 19.6 acres to the Multi-Habitat Planning Area (MHPA) new native vegetation planting to restore the eroded bluffs
- Improves 2 miles of trails
- Provides picnic areas and viewing opportunities
- Improves the park entrance and perimeter security
- Improves restroom facilities with 2 new comfort stations
- Improves the public parking for 565 vehicles
- Improves access for emergency vehicles





Torrey Pines City Park is a resource-based park located on the north coast of the City of San Diego.

This General Development Plan covers 57 acres within the larger 434+ acre city-owned parcels, including Torrey Pines Municipal Golf Course and generally consists of the top of the coastal bluffs and the two existing routes to the beach below.

The park is contiguous with Torrey Pines State Preserve, Torrey Pines Municipal Golf Course, University of California San Diego, and the Salk Institute.

Earlier master plans studied the site and recommended improvements but were not processed for approval. It is a regional resource within the University Community Plan Area and the North City Local Coastal Program. Implementation of this GDP will require development permits from the City of San Diego and the California Coastal Commission.



Project boundary 57 Acres

"Indian Canyon Trail" to the State Beach

Parking for 565 vehicles (whole site) on unpaved buff top

Vehicular barriers

Pedestrian barriers

Multi-Habitat Planning Area boundary – adjustment required

Gliderport lease limit (existing)

Flight area no permanent obstacles taller than 12'

National Historic Register Gliderport boundary

Radio-controlled flight area

Take-off and landing area

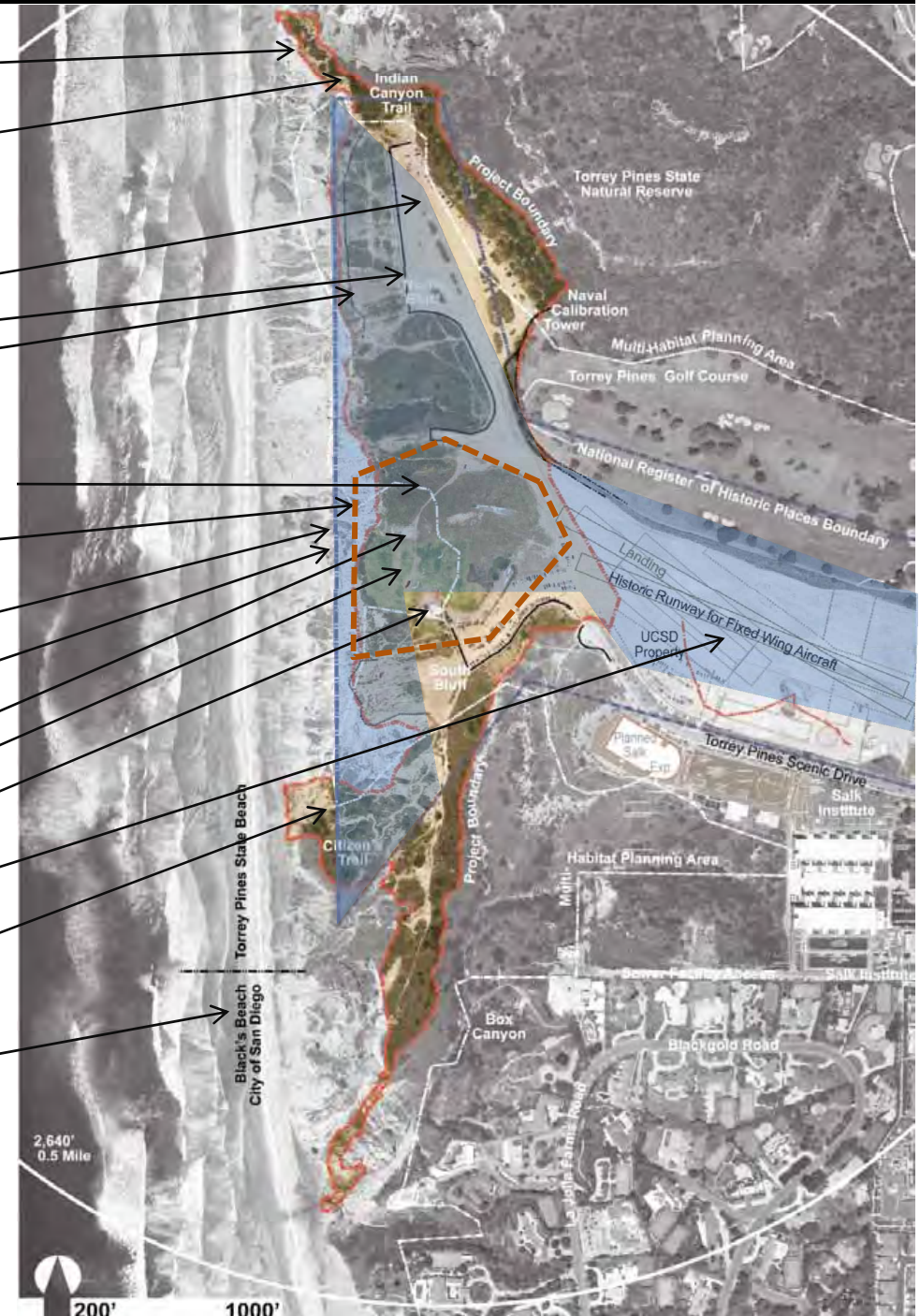
Flight operations center

Historic Runway on UCSD property

"Citizen's Trail" to the State Beach

City Beach

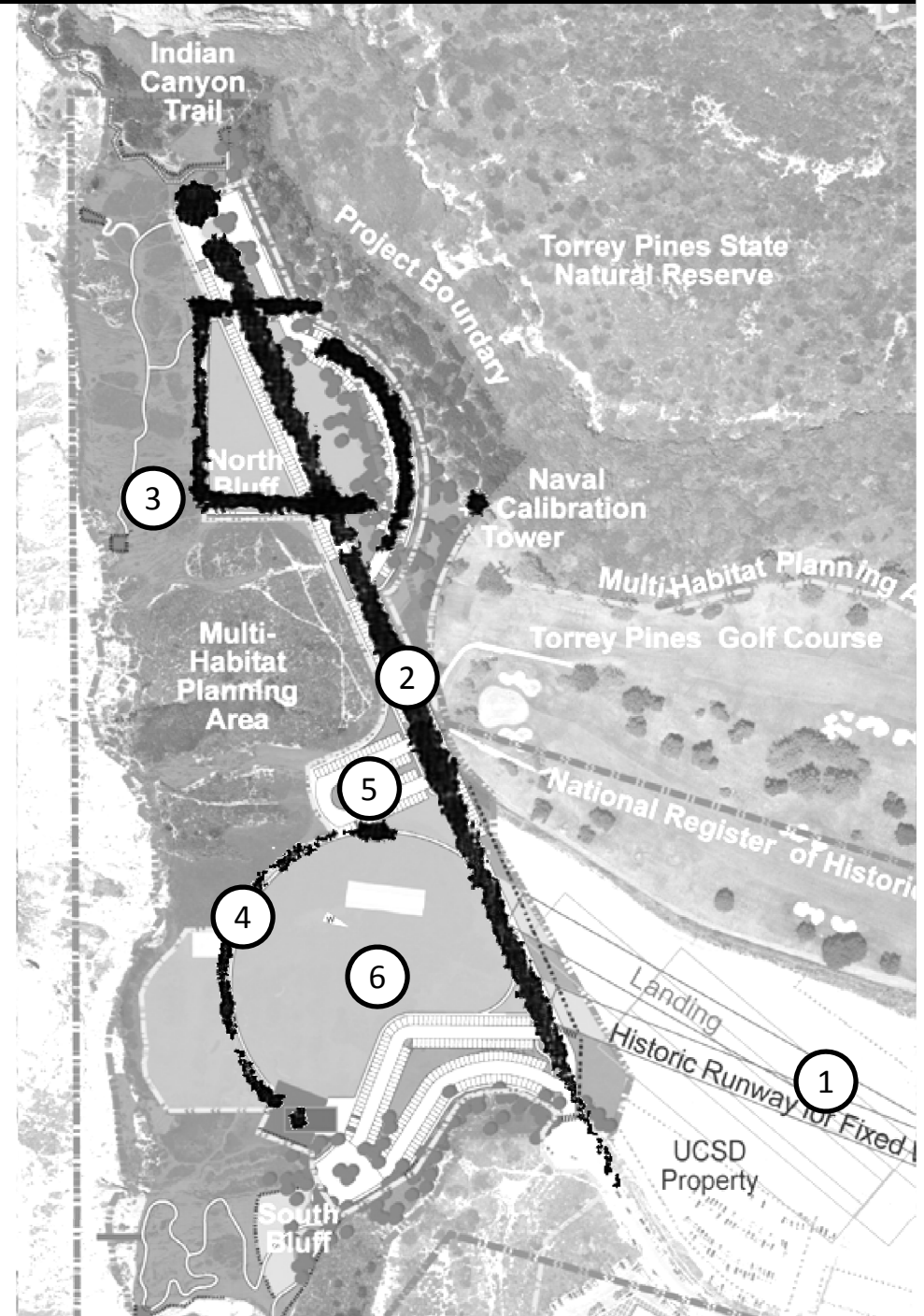
*There is no water, sewer or electrical service to the site.*





## Diagram of the composition of park elements

- ① The historic runway is set into the prevailing winds for fixed wing flight in the early spring.
- ② The emergency runway makes use of the landform and provides park and beach parking on non-flight days.
- ③ The North Bluff is squared to the cardinal navigation points. It is designed to accommodate a variety of permitted events.
- ④ A pedestrian path encircles the mound connecting the radio controlled area to the flight center.
- ⑤ Parking and vehicular circulation is disciplined to enhance park use and increase native habitat restoration.
- ⑥ Cultural resources are preserved throughout the park.



# PROJECT SCHEDULE

	June, 2009	July	August	September	October	November	December	January, 2010	February	March	April	May	June	July	August	September	October	November
<b>1 Project Inventory Analysis and Outreach</b>																		
1.1 Initiation Meeting, preparation and follow through	■																	
1.2 PAB Meeting # 1—Introduction	▼	□																
1.3 Document Collection and Review																		
1.4 Resource-Data Map Assembly																		
1.5 Stakeholder Interviews, preparation and follow through																		
1.6 Site Analysis																		
1.7 City Staff Meeting, preparation and follow through		■																
1.8 PAB Meeting # 2—Review of Base Information		▼																
<b>2 Site &amp; Facilities Evaluation</b>																		
2.1 Evaluation Criteria																		
2.2 Park Program																		
2.3 Opportunities and Constraints																		
2.4 PAB Meeting # 3—Review of Evaluation			▼															
2.5 City Staff Meeting, preparation and follow through			■															
<b>3 Preliminary General Development Plan Recommendations</b>																		
3.1 Draft Park Development Options																		
3.2 Assessment of Park Development Options																		
3.3 PAB Meeting #4 – Draft Park Development Options					▼													
3.4 City Staff Meeting, preparation and follow through				■														
3.5 Preparation of Preliminary GDP																		
3.6 PAB Meeting #5 – Assessment of Park Development Options					▼													
3.7 City Staff Meeting, preparation and follow through					■													
<b>4 General Development Plan</b>																		
4.1 Prepare a Draft General Development Plan							□											
4.2 City Staff Meeting, preparation and follow through							■											
4.3 PAB Meeting #6 – Draft GDP								▼										
<b>5 Environmental Review</b>																		
5.1 Scoping Discussion with Development Services Department									■									
5.2 Technical Studies, assembly and refinement to GDP																		
5.3 Draft Initial Study & Mitigated Negative Declaration																		
Public Review Period																		
5.4 Responses to Comments																		
5.5 Mitigation Monitoring and Reporting Program																		
5.6 CEQA Processing Support																		
5.7 Site Development/Coastal Development Permit Applications																		
<b>6 Approval Process</b>																		
6.1 City Staff Meeting, preparation and follow through																		
6.2 Area Committee Meeting, preparation and follow through																		
6.3 Design Review Committee Meeting, prep. & follow-up																		
6.4 Park & Recreation Board Meeting, prep. & follow-up																		
6.5 City Council Presentation Meeting																		

Meeting with City project management  
 Torrey Pines City Park Advisory Board Meeting  
 City Council Natural Resources & Culture Committee  
 Other Committees or City Council presentations

- June 18, July 16, August 20, October 15, November 19, February 18
- ▼ June 24, October 28, December 9,
- 8/4/2010
- 8/11/2010



Torrey Pines City Park is important to the City of San Diego and the region for its history, unique recreational opportunities, and natural and cultural resources. The intent of this planning and design effort is to develop a sustainable park that meets the needs of all existing and future park users.

The park program and goals were assembled through a public process consisting of public meetings and stakeholder questionnaires and interviews, consistent with the Mission Statement. The meetings were facilitated by the Torrey Pines City Park Advisory Board. The Advisory Board was created to consider and provide input through the GDP process. It included representatives from many user groups. A schedule of evening meetings was advertised and open to the public for a period of over nine months.

## Goals:

**Flight**—provide access to wind powered soaring

**Beach Access** – provide a physical link from the bluff to the ocean

**Conservation** – preserve and enhance the natural & cultural resources

**Education** – provide interpretation of resources – natural & cultural

**Passive Recreation** – provide for the enjoyment of natural open space

**Support Facilities** – components to be shared by all users

To protect and preserve this world renowned soaring site and the park's unique natural, historical, cultural and recreational resources.

*Mission Statement by the Torrey Pines City Park Advisory Board*



*Illustrative summary of public desires for the park*

The following park program lists elements recommended for implementation. The park GDP illustrates the location of the elements. Many of the elements are interrelated, overlapping in their function and value.

Park Program	Existing	Proposed	Notes
<b>Flight</b> <i>Goal: to provide access to wind-powered soaring</i>			
Take-off/landing set-up area, hang glider tie downs, radio-control flight pit and landing area	2 acres	2 acres	Airfield planted with native grasses, no permanent irrigation. Radio control flight pit (work area and launch) is sheltered by a low berm, landing area is 50' x 200' smooth, soft surface
Flight operations center; flight retail, meeting/classroom, food service (café) (500-1,000 square feet), flight storage (1,200 SF)	3,200 SF	3,000 SF - 6,000 SF	Located to minimize flight/wind disturbance, access to all, meet codes, shelter, inspire and educate
Exterior storage	1,070 SF		Integrated into flight operations center
Flight observation area	8,250 SF	7,600 SF	Defined for outdoor public walking and seating
Dedicated pilot parking	30 vehicles	30	30 spaces daily, with up to 50 for special events
Emergency landing strip for fixed-wing aircraft			75' width clear of obstacles
Web camera			Integrated into flight operations center
Weather station			Integrated into flight operations center
<b>Beach Access</b> <i>Goal: to provide a physical link from the bluff to the beach &amp; ocean</i>			
Indian Canyon Trail	1,000 LF	1,000 LF	Minimal wood steps and rail as needed, retreat with erosion
Citizen's Trail	1,500 LF	1,500 LF	Minimal wood steps and rail as needed, retreat with erosion
<b>Conservation</b> <i>Goal: to preserve and enhance the natural and cultural resources</i>			
Erosion control with stormwater detention-reuse			Accommodate 100 year/24 hour storm event
Preserve archaeological resources			Integrated use of imported gap-graded structural soil for stormwater detention - Lithwick
Enhance the historical functions of the site			Modifications are required to be consistent with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties, in particular the Standards for Rehabilitation
Minimize disturbance of soil and plants			Limit excavation, fill to achieve needed grade
Multi-Habitat Planning Area (net increase approximately 19.6 acres)	19.2 acres	38.8 acres approx.	Including Southern Coastal Bluff Scrub, Scrub Oak Chaparral, Diegan Coastal Sage Scrub
Planting of native plants in recreational areas			Airfield and North Bluff planted with native grasses, no permanent irrigation
Fencing			To protect cultural resources and for vegetation establishment
Irrigation			Temporary - to establish native vegetation, above ground with safeguards & monitoring



Park Program	Existing	Proposed	Notes
<b>Education</b>			<i>Goal: to provide interpretation of resources – natural &amp; cultural</i>
Interpretive Program and Signage			Integrated program for orientation, regulatory and interpretive for soaring, cultural & natural resources
Park Ranger			When approved by the City of San Diego
Museum (not an independent building)			Integrate interpretive and displays within the flight operation center and throughout park site
Gathering areas for programs, schools			Open grass areas of the north and or south bluffs
Website for Torrey Pines City Park			City of San Diego
<b>Passive Recreation</b>			<i>Goal: to provide for the enjoyment of natural open space</i>
Nature trails		2 miles	ADA accessible
Seating			As appropriate, out of flight zones
Picnic tables			As appropriate, out of flight zones
Observation decks - at North Bluff and South Bluff, out of flight area			3 platforms (each less than 1,200 sf) safely above natural grade to provide an experience above the coastal bluff that are ADA compliant
Multiple places to host a variety of gatherings			North bluff native grass area
Fire ring			When approved by the City of San Diego, away from MHPA
<b>Support Facilities</b>			<i>Goal: to provide components to be shared by all users</i>
Parking	565	565	including ADA spaces, and pilot's spaces
Bicycle racks	4 bikes	36 bikes	at north and south parking areas
Restrooms - at North Bluff and South Bluff (shared with flight lease) parking areas		2	2 units each structure, pre-manufactured with holding tanks, located for truck access and regular maintenance (no sewer or water service). If feasible water and sewer may be introduced to the park.
Life Guard Observation Platform "Perch"	9 SF	18 SF	For summer season use, allow public use in off-season
Life Guard storage	0 SF	100 SF	Integrated into the south bluff restroom building
Emergency lighting			Solar powered
Emergency vehicle access			Meets City of San Diego Fire Dept. standards



Emergency runway for fixed wing aircraft use in spring flying season.  
General public parking other days.

North flag of flight window

Takeoff and Landing strips for fixed-wing aircraft. Work with UCSD for continued use.

Radio Control Areas

Hang-Glider and Paraglider Take-off Landing Areas

South flag of flight window

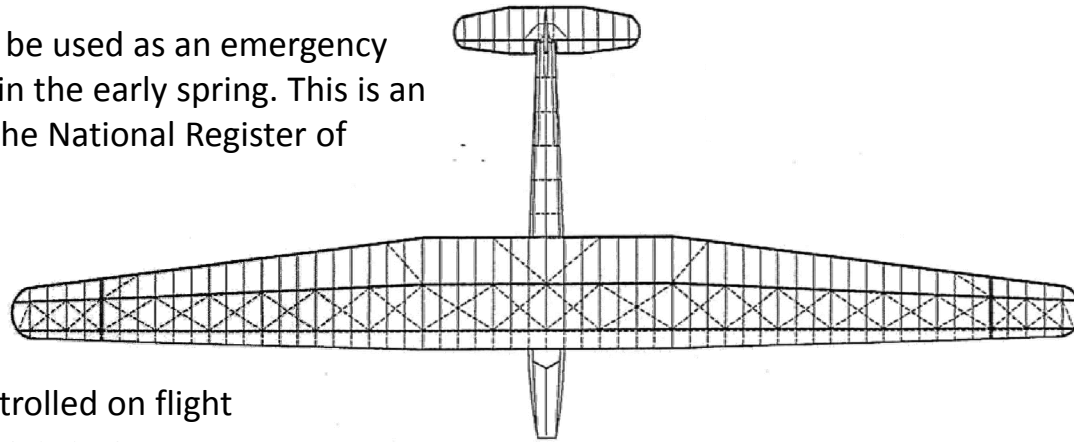
Flight Operations Center  
(diagrammatic size & form)



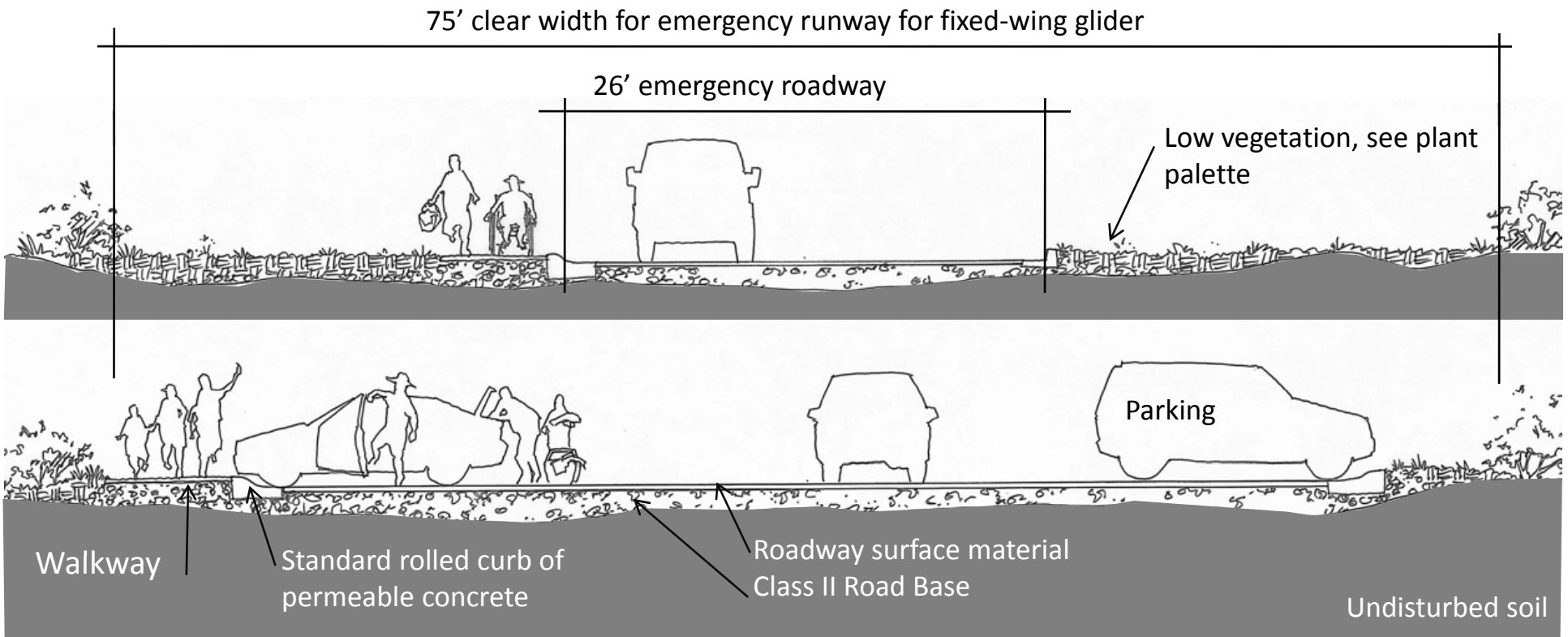


Bowlus Sailplane #18 Model A

The north parking area will be used as an emergency landing strip on flight days in the early spring. This is an historic use recognized by the National Register of Historic Places.

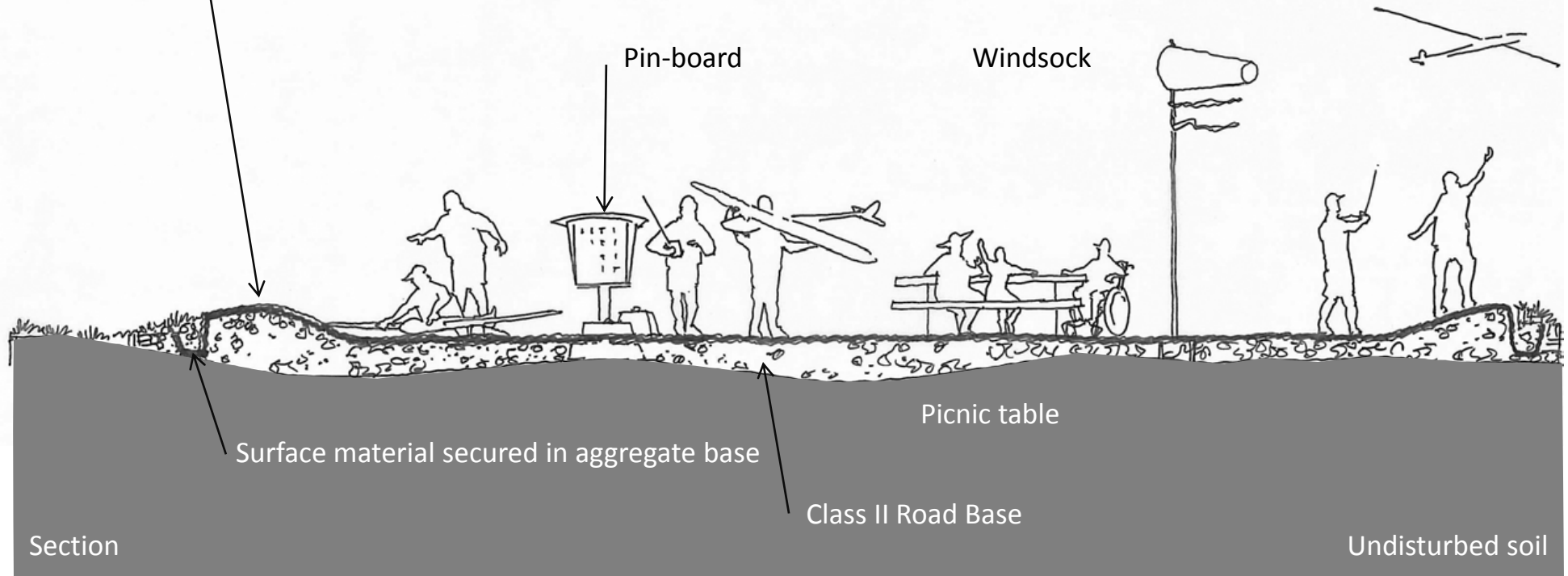


Vehicular traffic will be controlled on flight days at the gate south of the runway.



Radio Control Landing Strip  
Surface material should be a soft artificial fabric, permeable to water.

Radio Control Flight Pit  
Raised berm to block wind for aircraft set-up









**Existing  
Flight Operations Center**

Building Area = 3,200 square feet

Observation Area = 8,250 sf.  
Including roof deck

Outdoor Storage Area = 1,070 sf

*Areas are approximate*



### Flight Operations Center

#### Requirements

- Minimize wind disturbance to the airfield;
- Limit excavation – protect cultural resources and minimize geological impact;
- Solar powered- electrical system, including emergency lighting;
- No water, sewer or electric service;
- Incorporate interpretive & educational displays;
- Incorporate the multiple official site monuments;
- Set back (eastward) from the bluff – minimum 50';
- The design of the public building should consider the contextual architectural styles of the original Salk Institute as well as materials used in wind-powered aircraft.

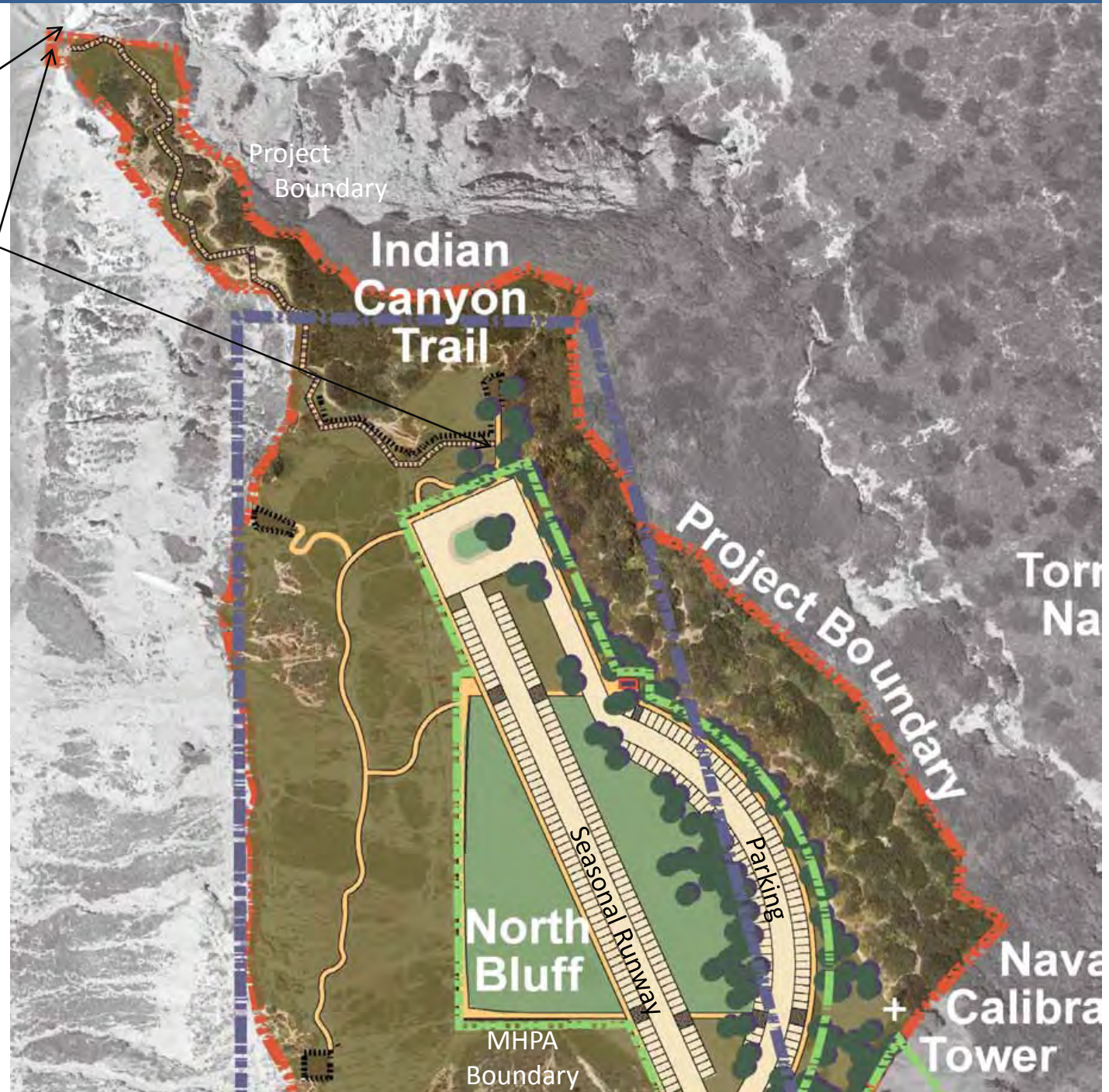
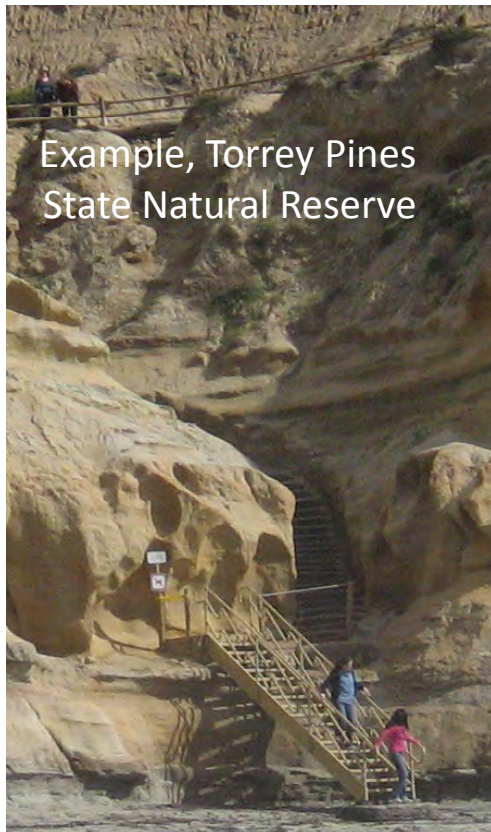
*If feasible water and sewer service may be brought to the building.*





Indian Canyon Trail to the beach following the existing route — improve with segments of wooden steps and handrails.

Add signage at the top and base of the trail

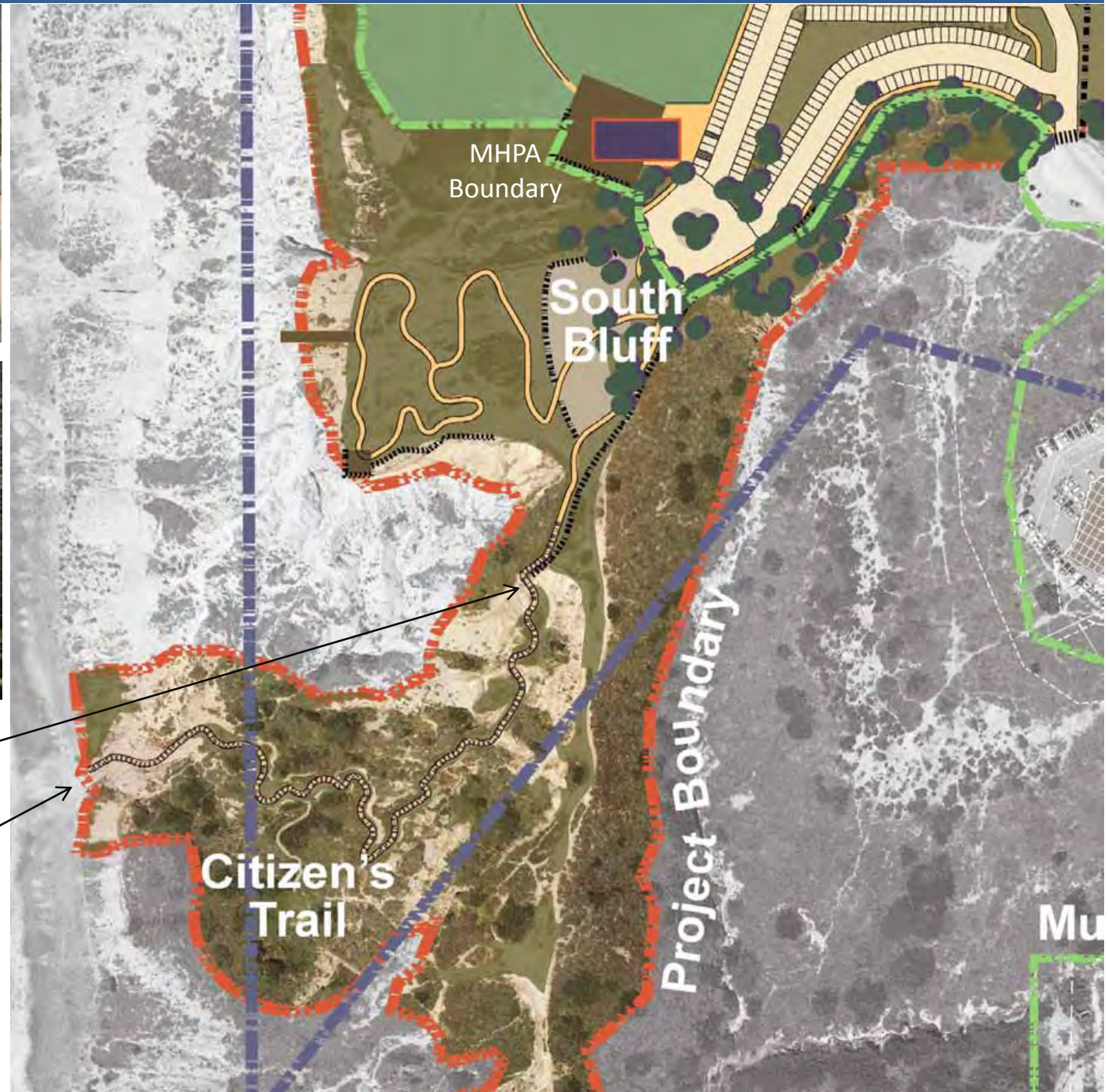






Add signage at the top of the trail

Citizen's Trail to the beach—  
improve with segments of  
wooden steps and handrails  
following existing route





July 12, 1993 the Gliderport was listed on the **National Register of Historic Places** under Criterion A: Property is associated with events that have made a significant contribution to the broad patterns of our history.

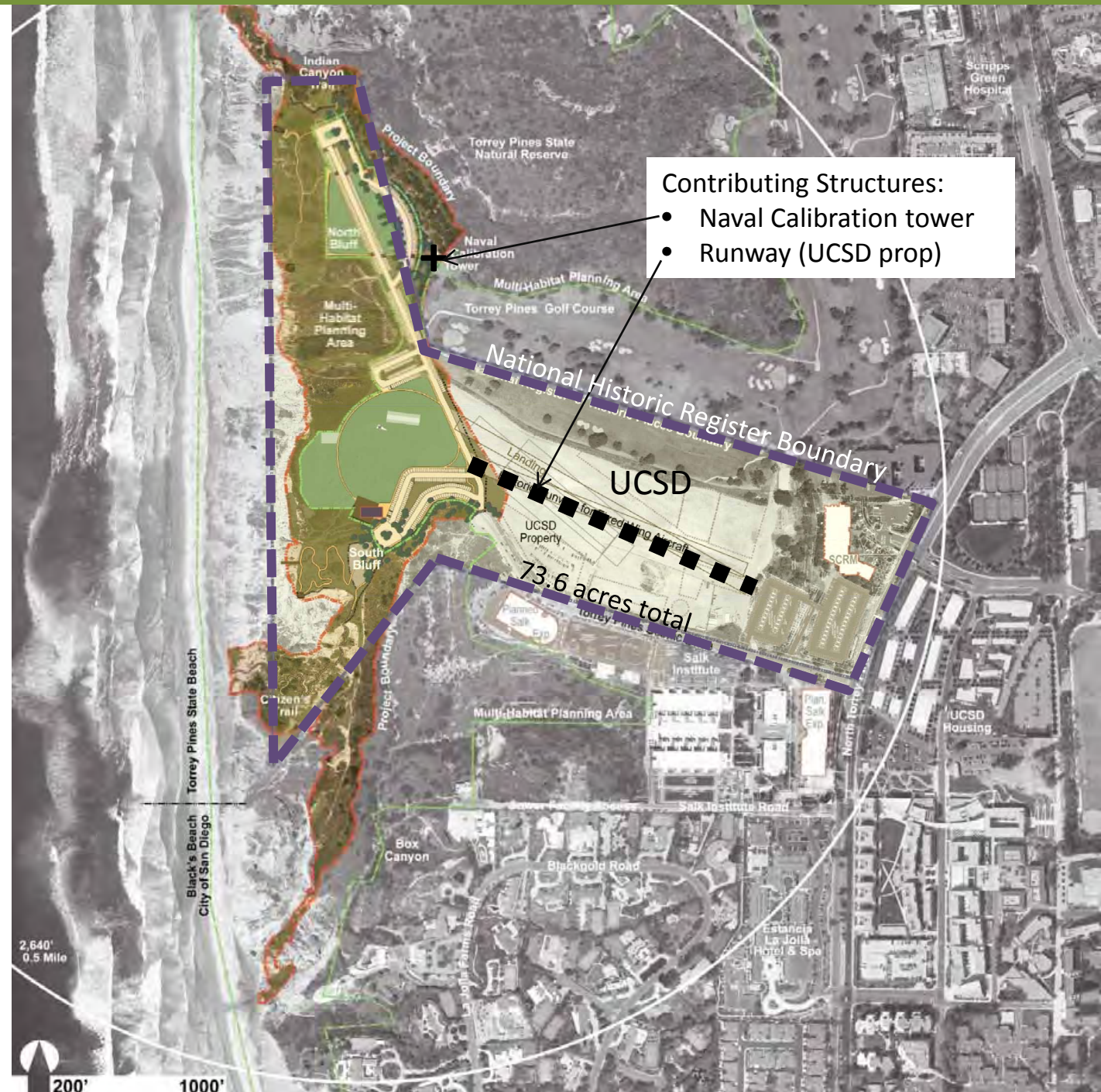
Historical functions:

- recreation & culture
- education
- transportation, and
- landscape

Historical significance:

- Associated with Southern California's history and aviation industry
- Used for advancement of aviation technology and recreation since the 1930s

Period of Significance is from 1928 to 1942.





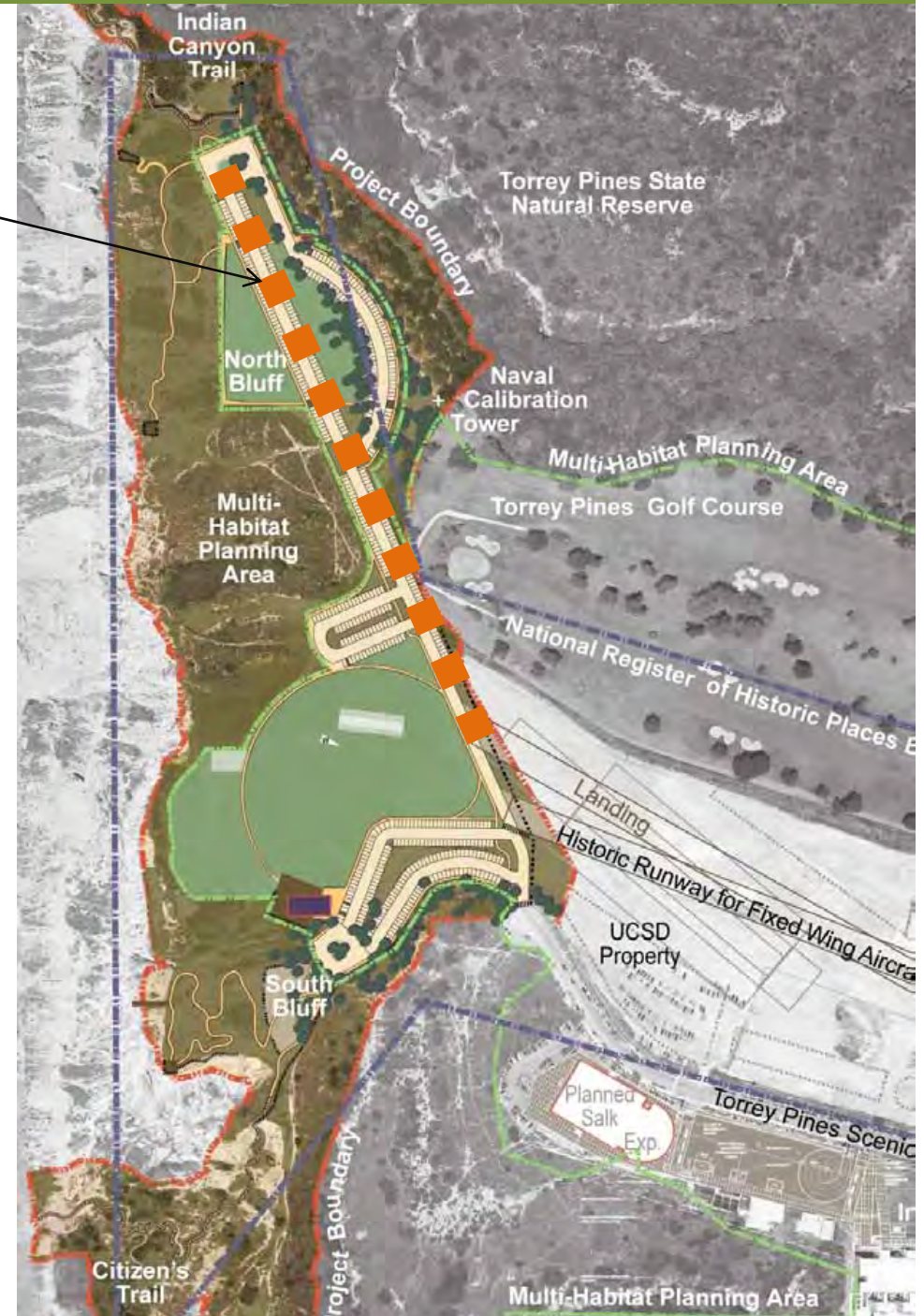
Modifications to historical features within the National Register boundary would be:

- Improvement of the emergency landing strip
- Improved access to the gliderport
- Improved beach access
- Adds 19.6 acres to the Multi-Habitat Planning Area (MHPA) new native vegetation planting
- New pedestrian trails, picnic areas and observation areas
- Interpretive program

These modifications are required to be consistent with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties, in particular the Standards for Rehabilitation.

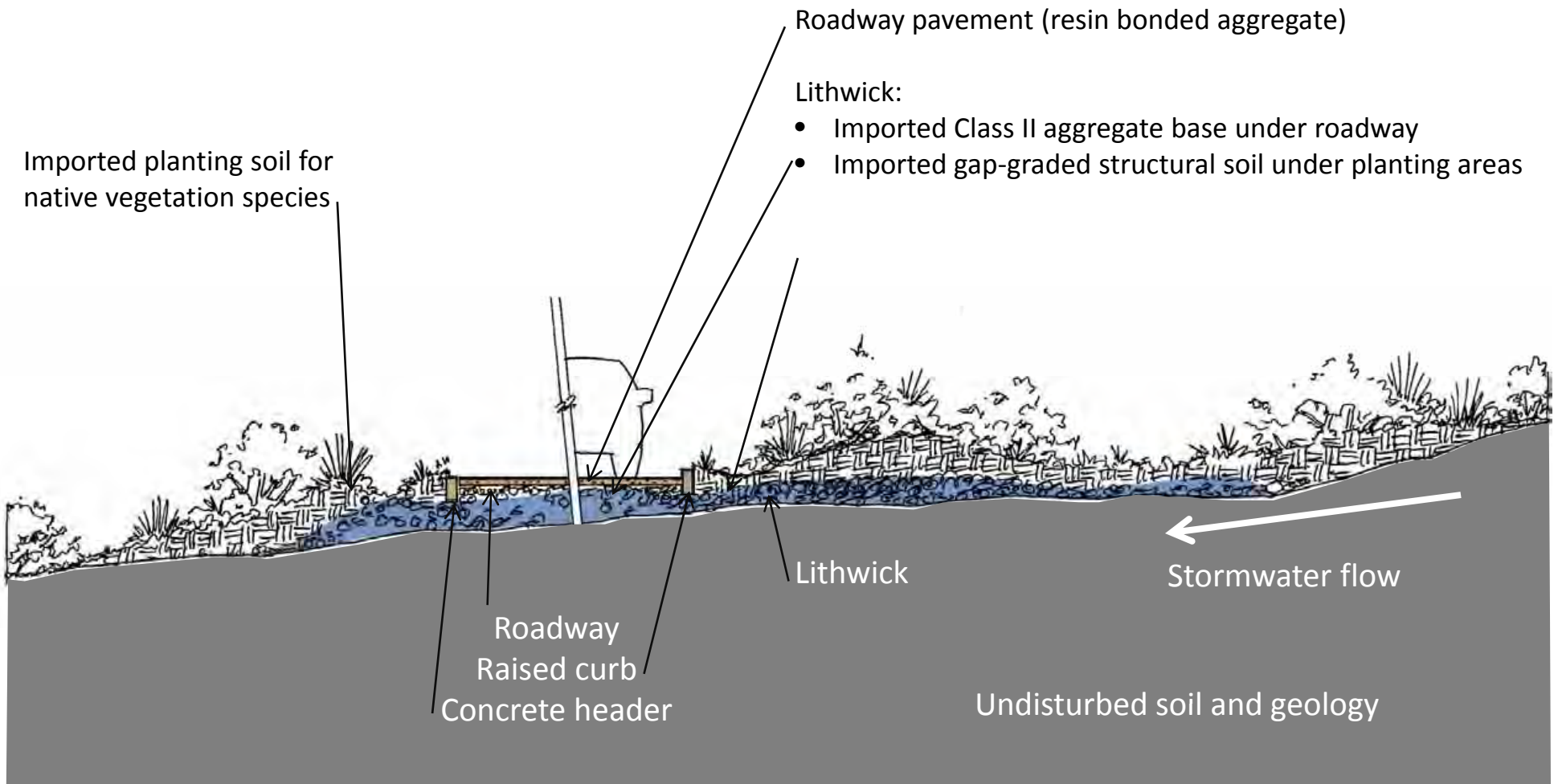
The City of San Diego's list of historic resources should be amended to include significant archaeological resources.

All future development requires Native American consultation related to impacts and mitigation to archaeologically and culturally significant resources and values.

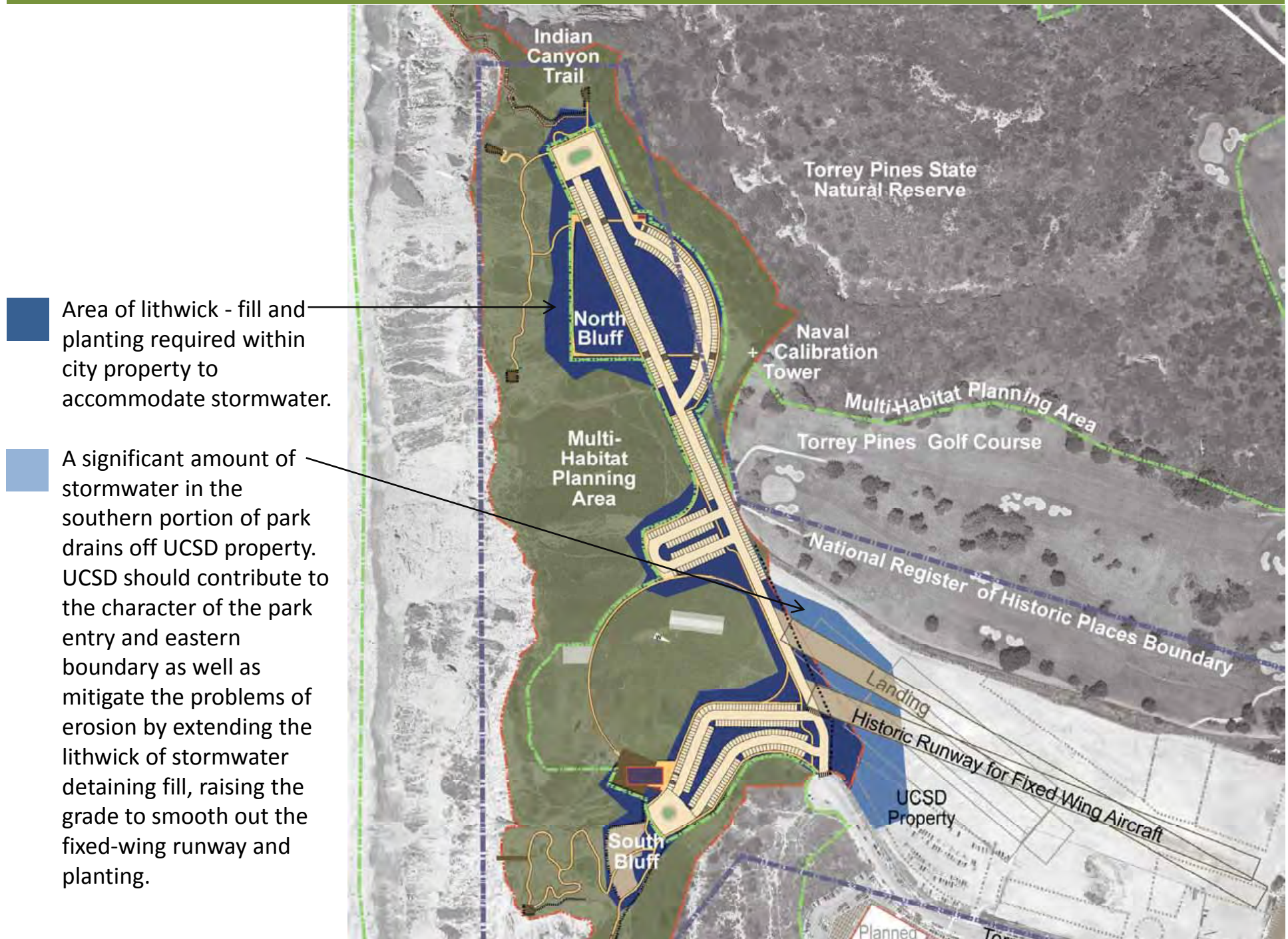


Add new soil horizons to preserve the potential cultural resources, geological structure and to detain stormwater runoff and direct it to the establishment and long term viability of native vegetation.

Stormwater will be captured in new planting areas. Excess water (calculated to accommodate a 100-year storm event) will be detained in the 'lithwick' and slowly dispersed through planting.












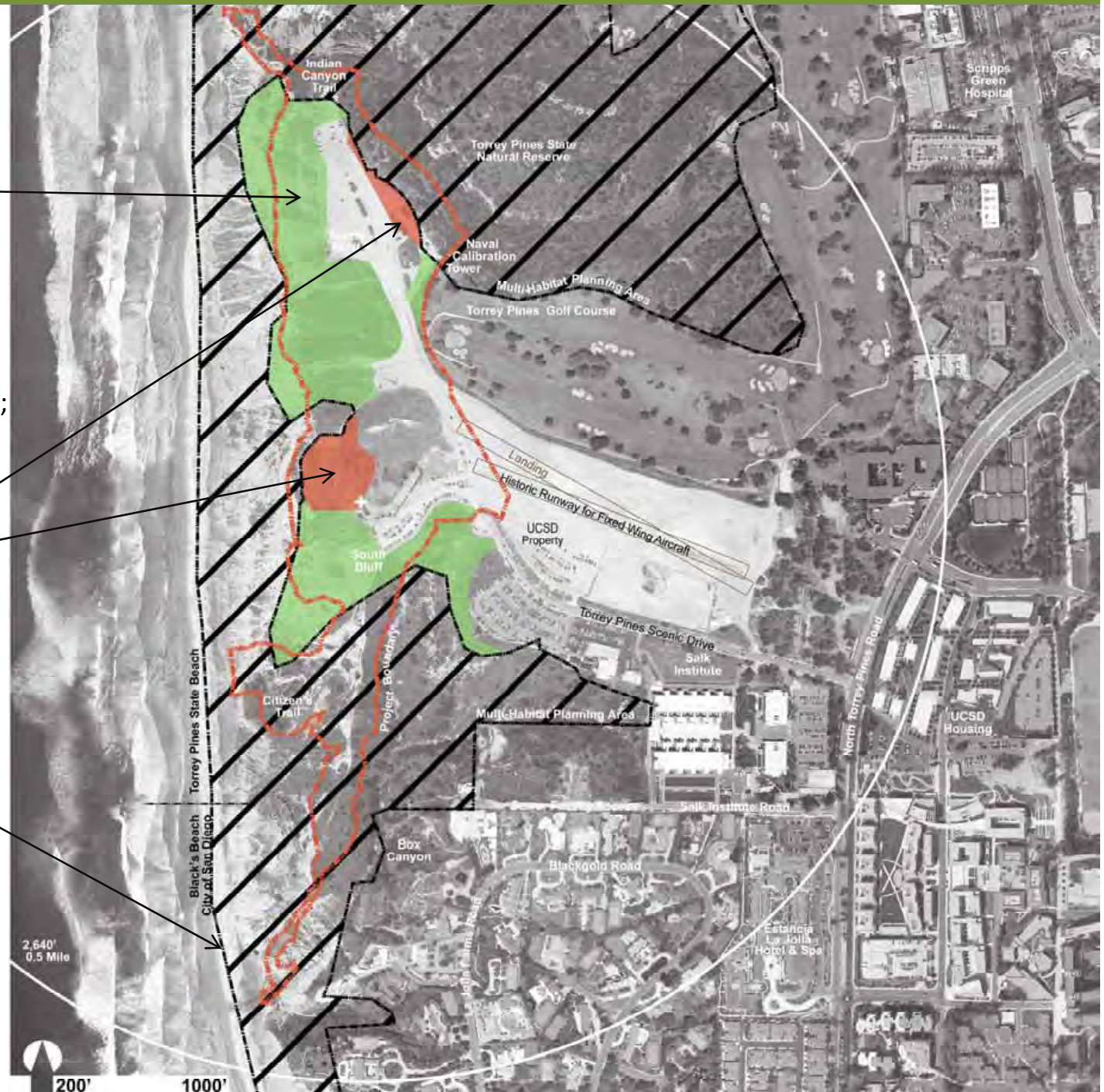
# Multiple Habitat Planning Area (MHPA) Boundary Line Adjustment Scenario

-  Proposed MHPA addition area
- Approximately 19.6 Acres net increase into the MHPA within the project area for existing and enhanced:
- Southern Coastal Bluff Scrub;
  - Diegan Coastal Sage Scrub;

-  Proposed MHPA subtraction and correction area to be removed to allow continued gliderport use and parking in the north.

-  Multiple Habitat Planning Area

19.2 Existing MHPA acres  
 + 19.6 net increase  
 38.8 total MHPA  
 + 18.5 non-MHPA acres in the  
 = 57.3 acre project area











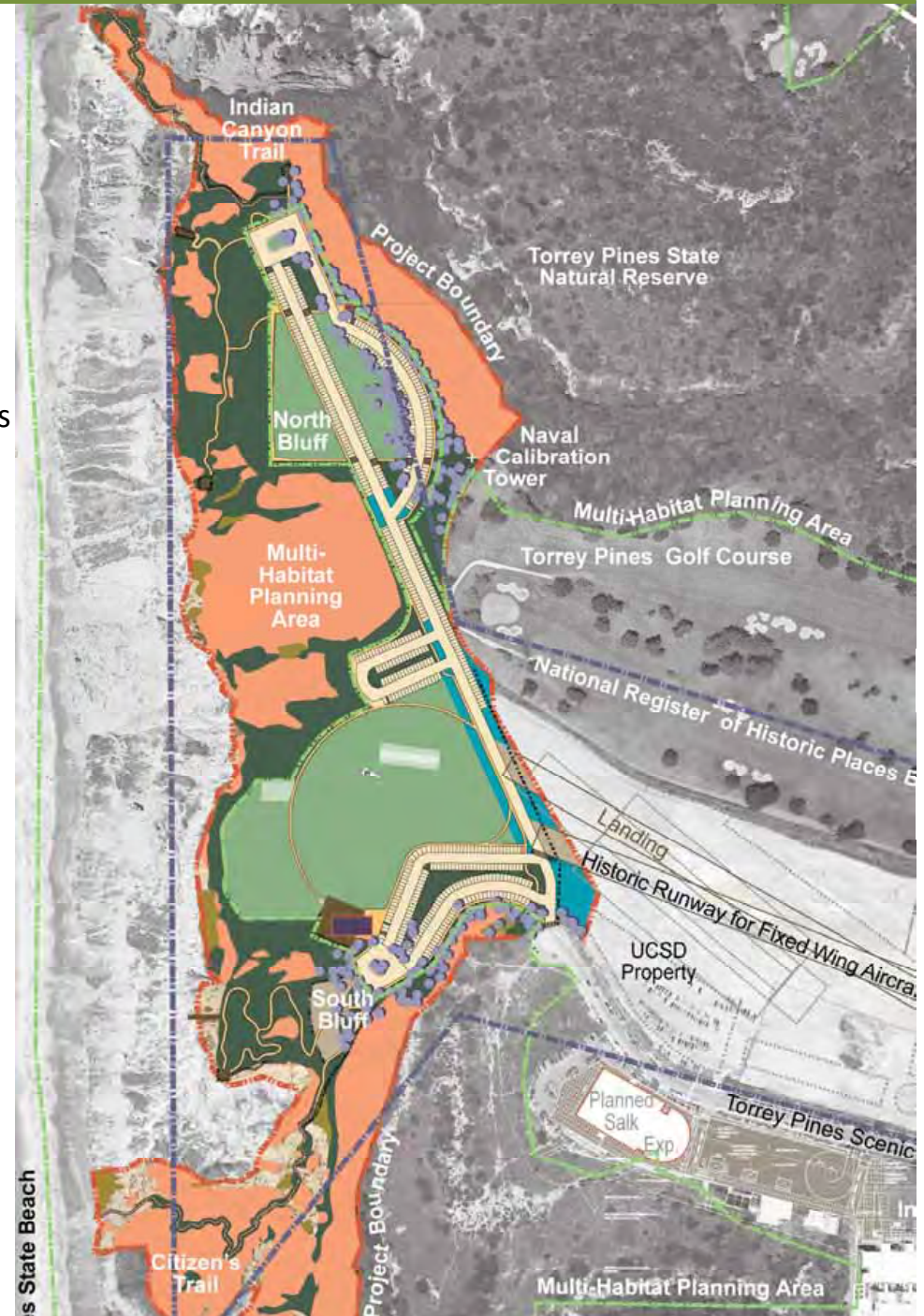
### Vegetation Criteria

- Water-efficient: temporary, above ground irrigation for establishment, dry-season irrigation by hand (minimizes erosion and slope stability concerns)
- Native to region
- Adapted to site conditions (wind, salt spray, coastal fog)
- Minimal maintenance needs
- Compatible with naturally occurring vegetation
- Interpretive opportunities: cultural and biological resources
- Appropriate for the use, i.e. no trees in the flight path

### Legend:

-  Active-use groundcover
-  New native plants in areas where invasive plants need to be removed or no vegetation exists
-  New native plants in sparse and disturbed habitat area
-  Accent & transition plants
-  Meadow
-  Existing native habitat vegetation to be protected

*“The most commonly used definition of a native plant is one that is considered to have been present in a specific region of the country prior to European settlement.” USDA*





## Vegetation Criteria

### Active Use Groundcover:

- Airfield takeoff & landing area
- North Bluff area

#### Characteristics:

- Drought-tolerant (occasional hand irrigation)
- Primarily grasses and sedges
- Non-invasive
- Durable (for foot traffic)
- Low spreading growth form

### New Plants:

- Revegetation in eroded and degraded areas
- Focus on native scrub plant communities

#### Characteristics:

- Compatible with MHPA (Multi-Habitat Planning Area) where applicable
- Prevent further erosion
- Restored areas supplement existing scrub habitats: Diegan Coastal Sage Scrub, Maritime Succulent Scrub, and Coastal Bluff Scrub

### Accent & Transition:

- Vegetation associated with structures and non-soaring activity areas
- Provides transition between activity areas and natural habitat

#### Characteristics:

- Palette has variety to accommodate different functions: screening, backdrop planting, shade, frame views, provide focal point, define gathering areas

### Meadow:

- Areas to minimize risk of damage to fixed-wing gliders near runways
- To help retain and treat stormwater
- Associated with areas that generate relatively large runoff volumes (parking lots, rooftops, other impervious areas)

#### Characteristics:

- Low-growing grasses and forbs
- Good for erosion control
- Occasional color for seasonal interest
- Tolerates pollutants of concern that may be found in stormwater
- Compatible with gap-graded structural soil and any underdrains

Native Coastal Vegetation

Plant Palette

Native Coastal Vegetation								Native Coastal Vegetation									
Latin name	Common name	Active Use Groundcover	Accent & Transition	Meadow	Diegan Coastal Sage Scrub	Maritime Succulent Scrub	Coastal Bluff Scrub	Growth form	Latin name	Common name	Active Use Groundcover	Accent & Transition	Meadow	Diegan Coastal Sage Scrub	Maritime Succulent Scrub	Coastal Bluff Scrub	Growth form
<i>Achillea millefolium</i>	Yarrow	x	x	x	x			herb	<i>Heteromeles arbutifolia</i>	Toyon	x						shrub
<i>Agave shawii</i>	Shaw's Agave		x					succulent	<i>Isocoma menziesii</i>	Menzies' Goldenbush	x		x		x		shrub
<i>Agrostis pallens</i>	San Diego Bent Grass	x						grass (spreading)	<i>Isomeris arborea</i>	Bladderpod			x		x		shrub
<i>Armeria maritima</i>	Thrift Seapink		x					herb	<i>Juncus patens</i>	California Gray Rush		x					rush
<i>Artemisia californica</i>	California Sagebrush				x	x	x	shrub	<i>Lavatera assurgentiflora</i>	Tree Mallow; Malva Rosa	x						shrub
<i>Atriplex canescens</i>	Fourwing Saltbush						x	shrub	<i>Layia platyglossa</i>	Tidy Tips							herb
<i>Baccharis pilularis</i>	Coyote Bush		x					shrub	<i>Lessingia filaginifolia</i>	California Aster	x						herb
<i>Calystegia macrostegia</i>	Island Morning Glory		x		x		x	herb/vine	<i>Leymus condensatus</i>	Giant Wild Rye			x	x			grass
<i>Carex pansa</i>	California Meadow Sedge	x		x				sedge (spreading)	<i>Leymus triticoides</i> 'Gray Dawn'	Gray Dawn Creeping Rye	x		x				grass (spreading)
<i>Carex praegracilis</i>	Clustered Field Sedge	x		x				sedge (spreading)	<i>Linum lewisii</i>	Blue Flax			x				herb
<i>Castilleja affinis</i>	Coast Indian Paintbrush			x			x	herb	<i>Lotus scoparius</i>	Deerweed				x		x	shrub
<i>Ceanothus hearstiorum</i>	Hearst's Ceanothus		x					groundcover	<i>Lupinus bicolor</i>	Miniature Lupine			x				herb
<i>Ceanothus maritimus</i>	Maritime Ceanothus		x					groundcover	<i>Malacothrix saxatilis</i>	Cliff Aster						x	herb
<i>Cylindropuntia prolifera</i>	Coastal Cholla				x	x		succulent	<i>Malosma laurina</i>	Laurel Sumac	x						shrub
<i>Deinandra fasciculata</i>	Clustered Tarweed				x	x	x	herb	<i>Marah macrocarpus</i>	Wild Cucumber				x		x	herb
<i>Distichlis spicata</i>	Salt Grass	x		x				grass (spreading)	<i>Mimulus aurantiacus</i>	Bush Monkeyflower	x	x					shrub
<i>Dudleya edulis</i>	San Diego Dudleya		x					succulent	<i>Nassella lepida</i>	Foothill Needlegrass	x	x	x	x	x		bunchgrass
<i>Dudleya pulverulenta</i>	Chalk Dudleya		x					succulent	<i>Nassella pulchra</i>	Purple Needlegrass		x	x	x	x	x	bunchgrass
<i>Encelia californica</i>	Coast Sunflower				x	x	x	shrub	<i>Opuntia littoralis</i>	Coastal Prickly Pear				x	x	x	succulent
<i>Eriogonum arborescens</i>	Santa Cruz Island Buckwheat		x		x	x	x	shrub	<i>Pinus torreyana</i>	Torrey Pine		x					tree
<i>Eriogonum cinereum</i>	Ashy Leaf Buckwheat		x		x	x	x	shrub	<i>Quercus dumosa</i>	Nuttall's Scrub Oak		x		x	x	x	shrub
<i>Eriogonum fasciculatum</i>	California Buckwheat		x		x	x	x	shrub	<i>Rhus integrifolia</i>	Lemonadeberry		x		x	x	x	shrub
<i>Eriogonum grande</i> var. <i>rubescens</i>	Red Buckwheat		x		x	x	x	shrub	<i>Salvia apiana</i>	White Sage		x					shrub
<i>Eriophyllum confertiflorum</i>	Golden Yarrow		x		x	x	x	herb	<i>Salvia brandegei</i>	Brandegee's Sage		x					shrub
<i>Eschscholzia californica</i>	California Poppy			x				herb	<i>Salvia mellifera</i>	Black Sage				x			shrub
<i>Euphorbia misera</i>	Cliff Spurge					x		shrub	<i>Sidalcea malviflora</i>	Checkerbloom		x	x				herb
<i>Ferocactus viridescens</i>	Coast Barrel Cactus					x		succulent	<i>Sisyrinchium bellum</i>	Blue-eyed Grass		x	x				herb
<i>Festuca rubra</i>	Red Fescue (Molate)	x		x				grass (spreading)	<i>Yucca schidigera</i>	Mohave Yucca				x	x		succulent
<i>Grindelia stricta</i> var. <i>platyphylla</i>	Spreading Gum Plant		x	x				herb									





South Bluff - Existing Condition





South Bluff – Proposed Habitat Restoration, Trails and Places





North Bluff – Existing Condition





North Bluff – Proposed Habitat Restoration, Trails, View Points





**Airfield – Existing Condition**





Airfield– Proposed Habitat Restoration, Trails, View Points

## Interpretive Program

Interpretive themes and subthemes will:

- Educate visitors about the site's history and unique character
- Compel a visitor to use the information after receiving it

Objectives must be developed with appropriate stakeholders.

A variety of media can support the interpretive program, including signage panels, icon-type graphics associated with trail or other experiential discovery sequence, special oral history and other programs, and displays that indicate where users can find web-based content. Audio as well as visual interpretative programs will reach the whole community.





*Theme #1: Torrey Pines City Park has a rich history of human use that continues today.* Subthemes - Possible Objectives for Visitor

**Native American use** – understanding:

- this site in larger context of Kumeyaay use of the coast
- the many ways this site has been used
- appreciation that this and similar sites still have cultural significance and may have physical artifacts that should not be disturbed

**Aviation use: A place of “Firsts”** – understanding:

- site association with early aviation
- the site’s unique features that contribute to its use for gliding and soaring activities
- the differences among gliding and soaring activities currently conducted
- appreciation that sites for this type of activity are rare and should be preserved

**Military history** – understanding:

- historic military activities in the immediate vicinity
- the relationship with other U.S. military installations in San Diego County and the Pacific rim
- the long-lasting effects of past military activities on current land uses and environmental conditions

Kuməya'y



CAMP CALLAN

*Theme #2: Torrey Pines City Park showcases unique geological and biological elements of California's coastal bluffs.*

Subthemes - Possible Objectives for Visitor

**Bluff physical features**

- Understanding of how the site's physical features allow it to be used for gliding
- Understanding of bluff soils and beach evolution
- Understanding of things that affect bluff stability

**Biological resources**

- Understanding of different coastal scrub habitats and why they are increasingly rare
- Understanding of importance of native habitats
- Understanding of traditional Native American use of local plant and animal resources



Rufous Crowned Sparrow



Peregrine Falcon



Sea Dahlia



San Diego Barrel Cactus



### Objectives for Signage

- Create an image and sense of place through themed signage program
- Identify TPCP to entering visitors
- Direct vehicle circulation to parking and drop-off areas
- Facilitate pedestrian way-finding around park and direct visitors to facilities and points of interest
- Support interpretation as appropriate
- Group and integrate signage to minimize its impact to the site. Information will be designed into elements such as pavement, fencing, buildings, seating
- Make sign posts within the flight zone flexible, and carefully locate them to minimize hazard to pilots.
- Install removable signs within the emergency runway for fixed-wing aircraft for flight days.
- Show the variety of physical challenges, facilities, seating, seating and interpretive areas on trail maps.



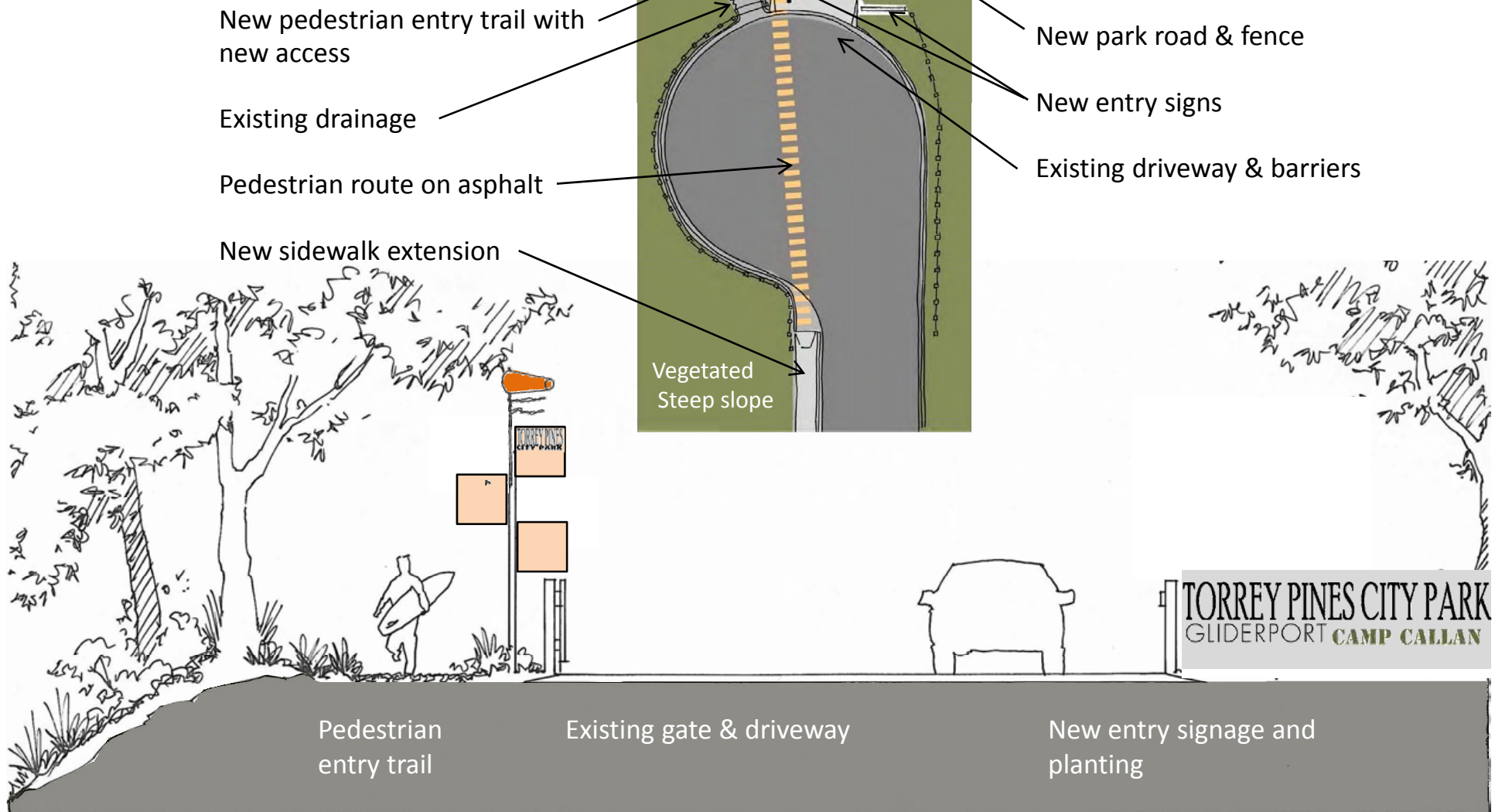
Flexible sign-posts as used by Calif. State Parks



### Sign Locations:

- Park identity
- Park rules
- ▲ Vehicle direction
- ▲ Pedestrian direction
- \* Facility marker
- Interpretive exhibit

Park Entry





Trail to the beach

Park trails –ADA accessible, linked to parking and the park entry. Maps and signage will identify the park features, trail routes and challenges.

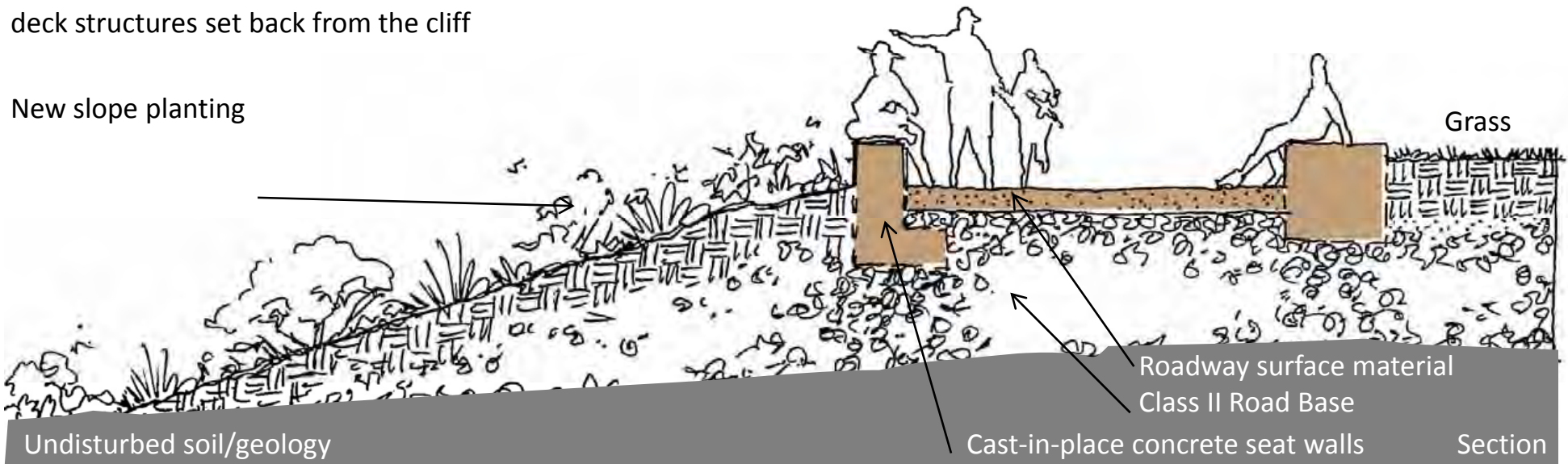
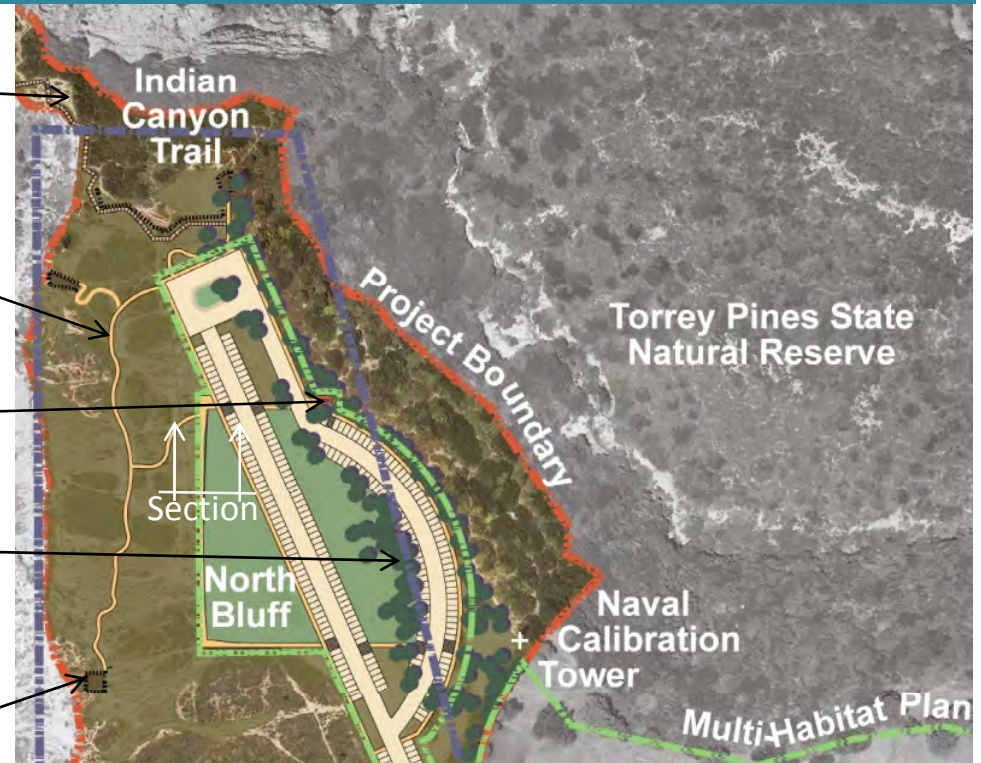
Restroom building

North Bluff picnic areas:

- On the open grass rising above the coastal bluff
- In the trees along the canyon rim

View points may be further enhanced with deck structures set back from the cliff

New slope planting





Park trails –ADA accessible, linked to parking and the park entry. Maps and signage will identify the park features, trail routes and challenges.

Extend sidewalk along Torrey Pines Scenic Drive to the park entrance

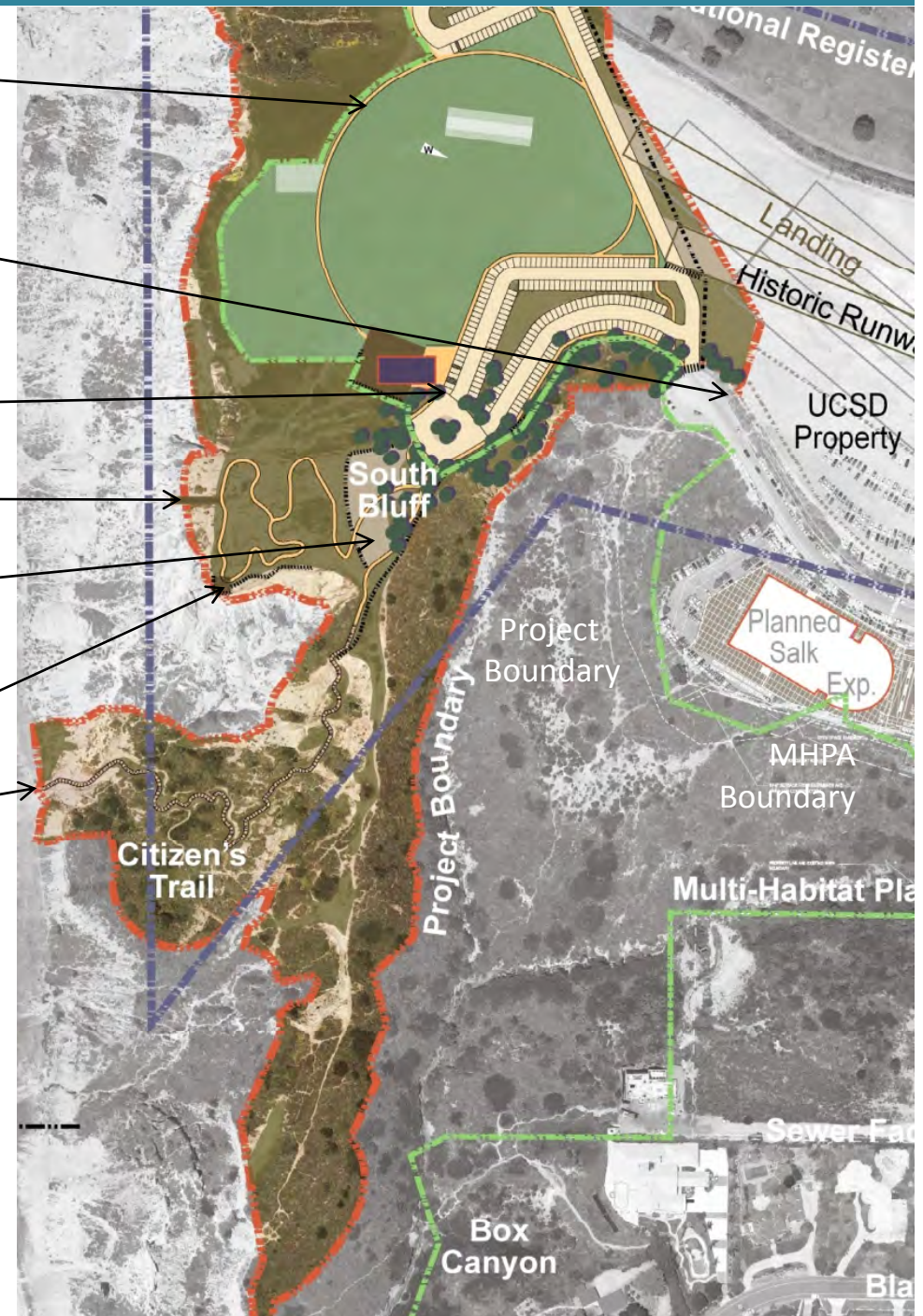
Restroom building

Lifeguard Platform “Perch”

South Bluff picnic area on open area with tables on decomposed granite surface

View points may be further enhanced with deck structures set back from the cliff

Citizen’s Trail to the beach



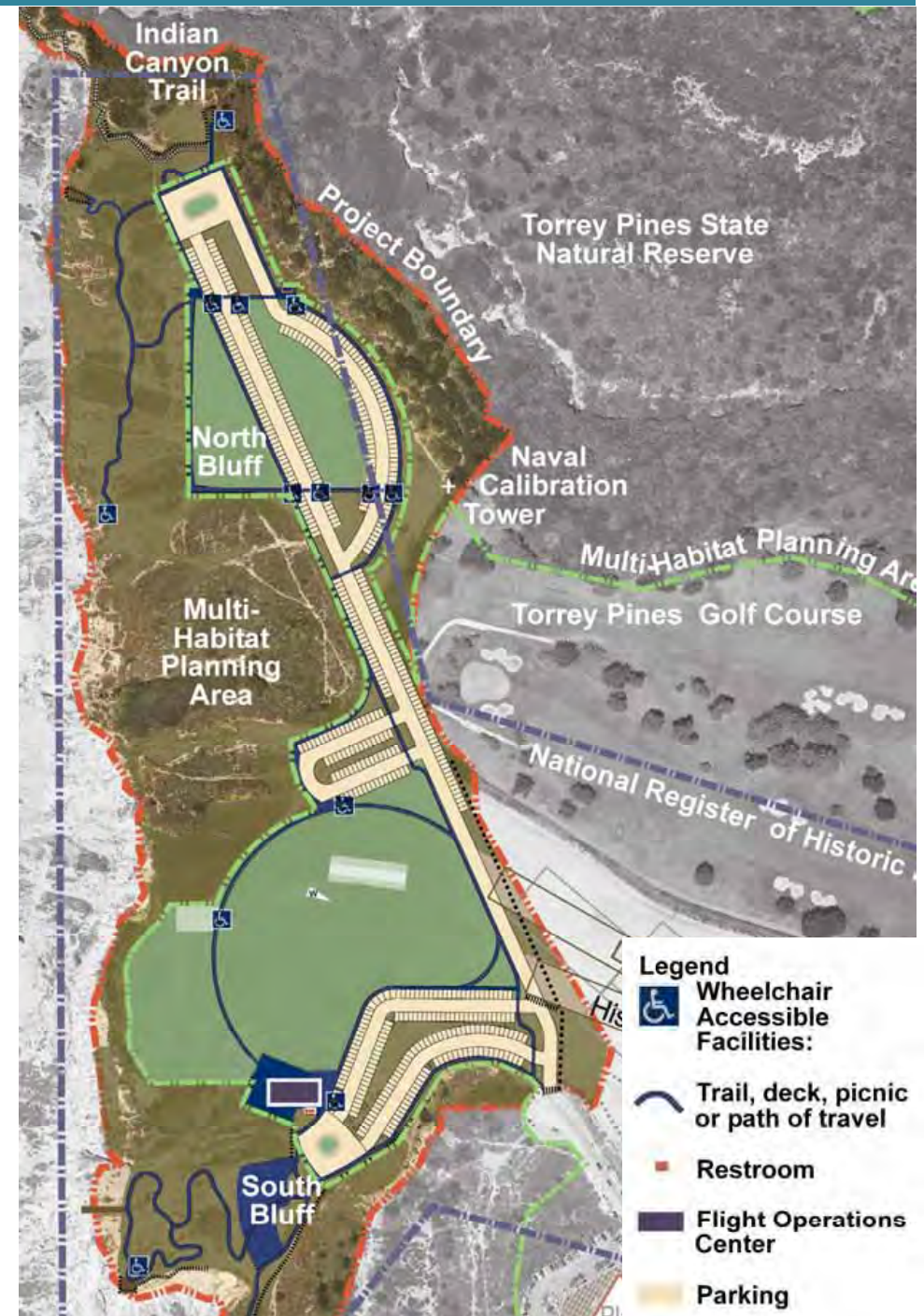


Park trails –ADA accessible, linked to parking and the park entry. Maps and signage will indentify the park features, trail routes and challenges.

All new parking, facilities and trails on the bluff top will meet the Barrier Free Trail Design and ADA Recommendations.

Individual picnic tables will be sited near trails in a variety of settings. Tables and seating should be vandal resistant and in keeping with the natural character of the park.

Seating along the trail and at gathering areas are designed to allow for wheelchair users to sit shoulder-to-shoulder with ambulatory companions.





Indian Canyon Trail

North Bluff Parking for 231 vehicles

Restroom

Parking for 85 vehicles

Parking for 69 vehicles

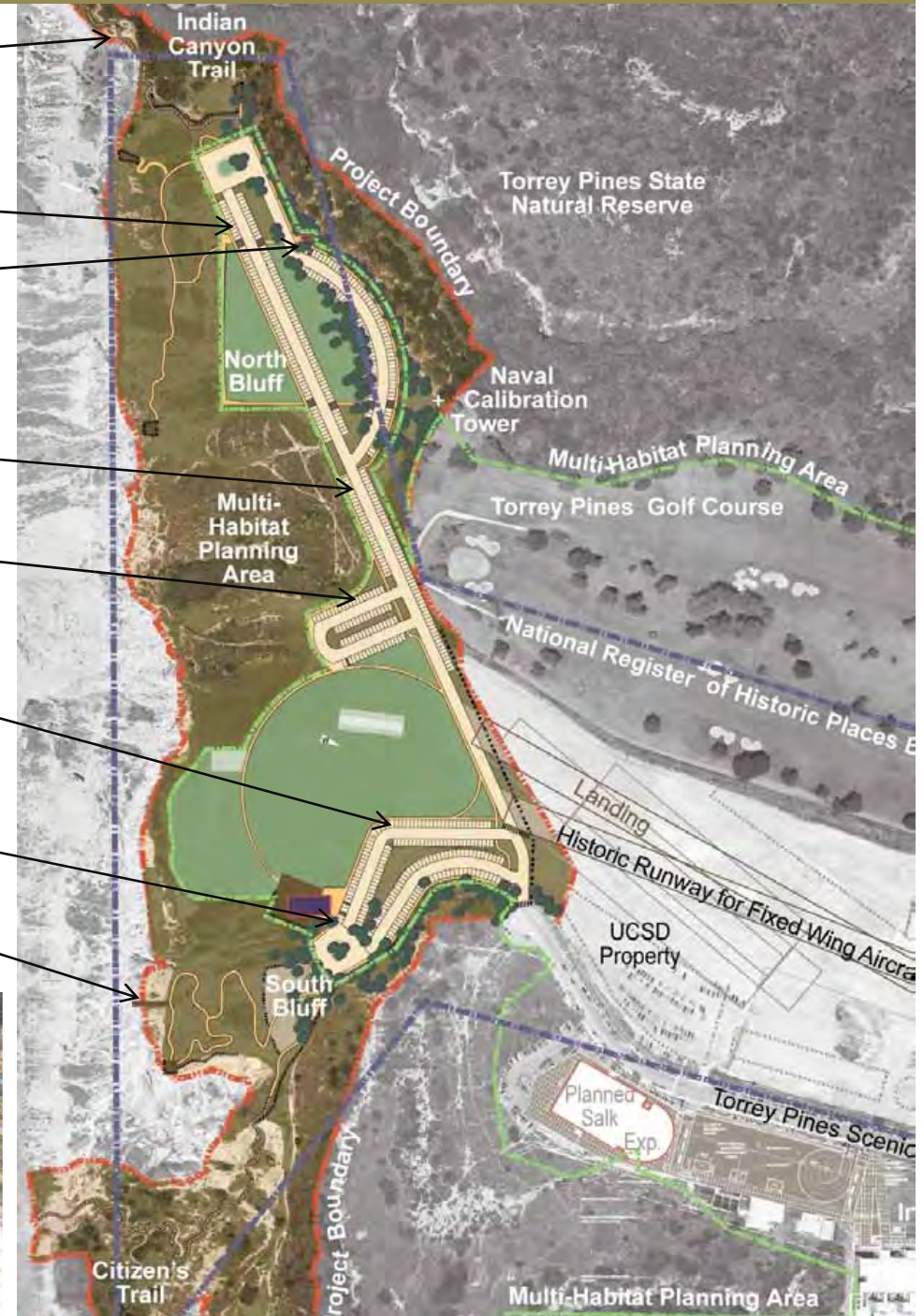
South Bluff Parking for 180 vehicles

Restroom

Lifeguard Platform “Perch”

Receptacles for trash and recyclable materials with lids to minimize bird access.

Bicycle Racks





Emergency vehicle access route  
The proposed roads, parking and trails are designed to minimize impact to existing native vegetation, soil, geology and cultural resources.

Restroom

North Bluff Parking for 231 vehicles

Parking for 85 vehicles

Parking for 69 vehicles

Removable bollards for seasonal fixed-wing sailplane runway

Gate for flight days

Existing vehicular gate

South Bluff Parking for 180 vehicles

Flight Operations Center

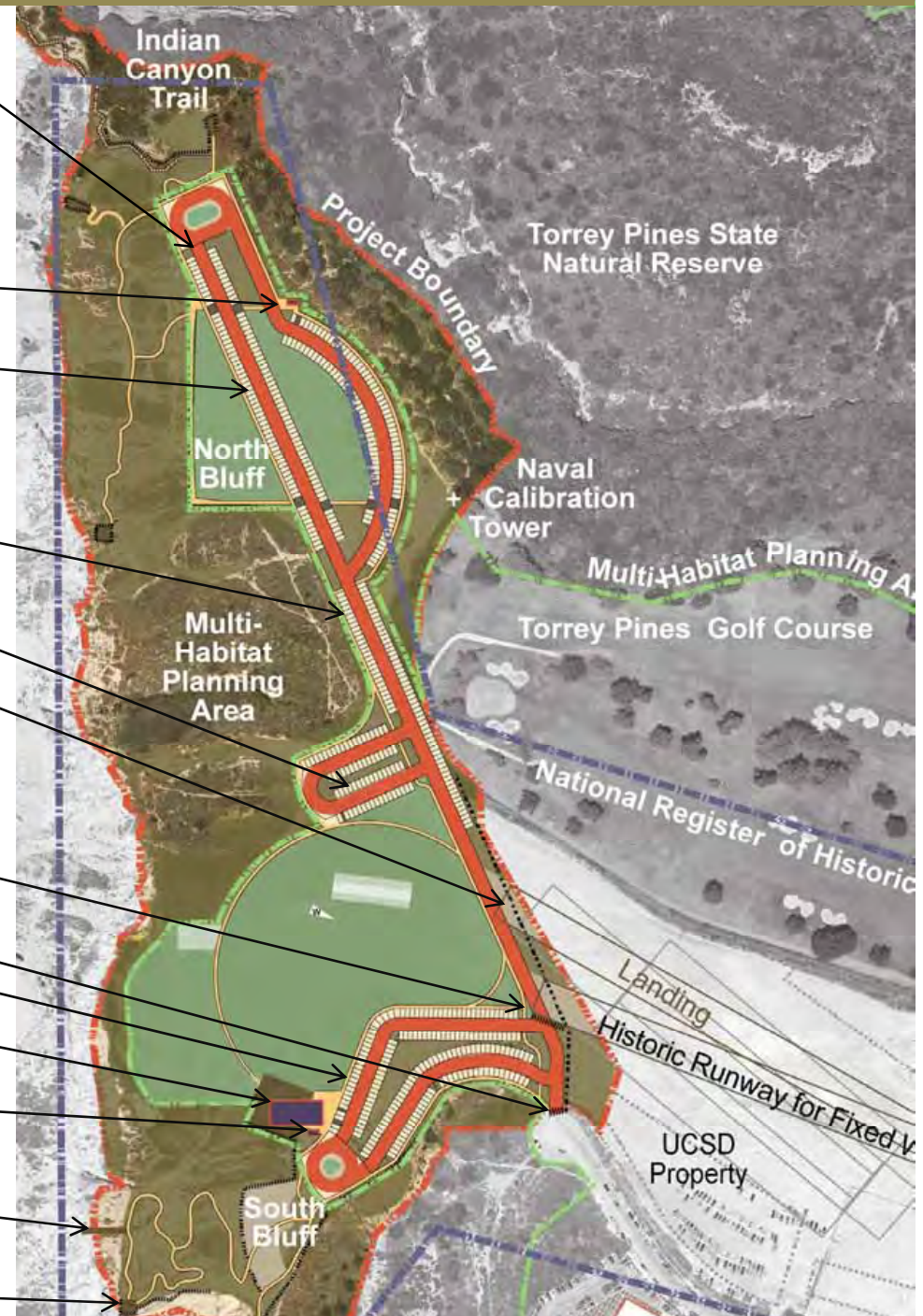
Observation Area

Restroom

Lifeguard Platform "Perch"

Lifeguard storage in new restroom building

South Bluff observation deck





## Support Facilities – components to be shared by all users

## PARK PLAN

Rail at stair segments as necessary on Beach Trails

Railing at the north observation decks

Adjust existing chain link fence along the golf course to original alignment

Removable bollards for seasonal fixed-wing sailplane runway

Gate for flight days

Seat rail on the observation area

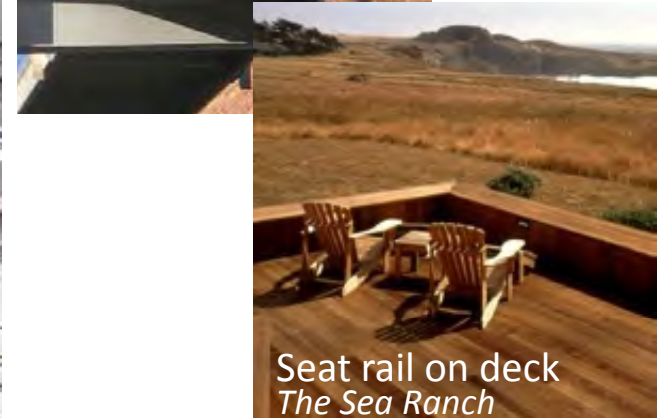
Railing at the south observation deck

Existing vehicular gate



View Point Structures

*Luce et Studio*



Seat rail on deck  
*The Sea Ranch*

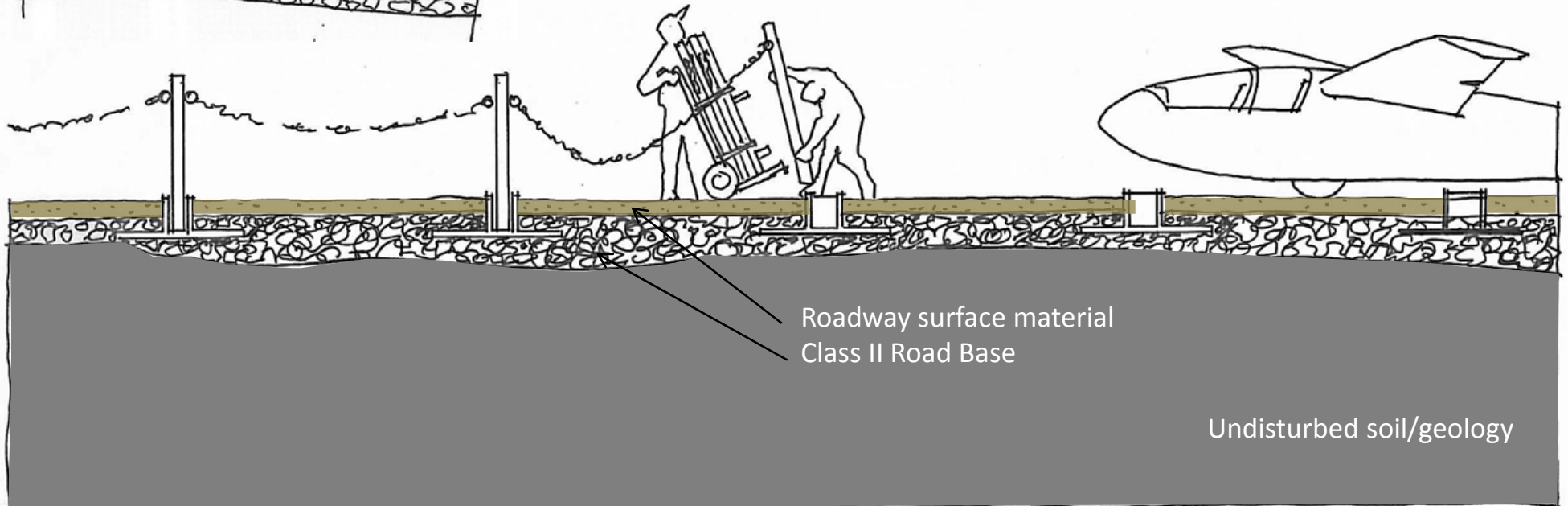
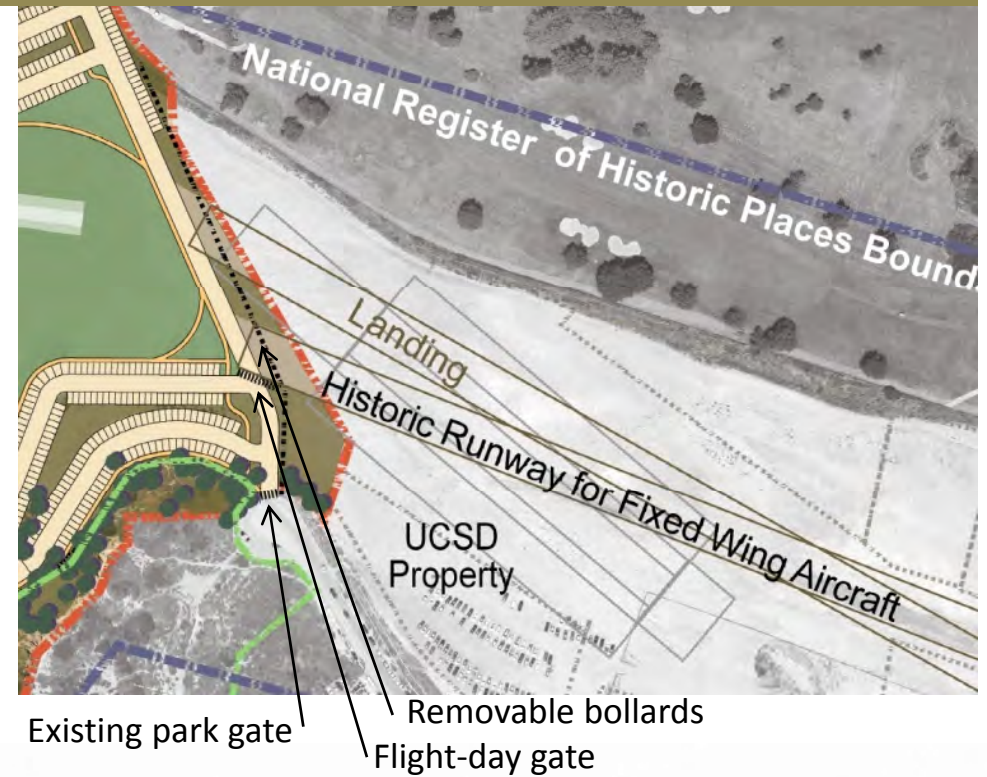
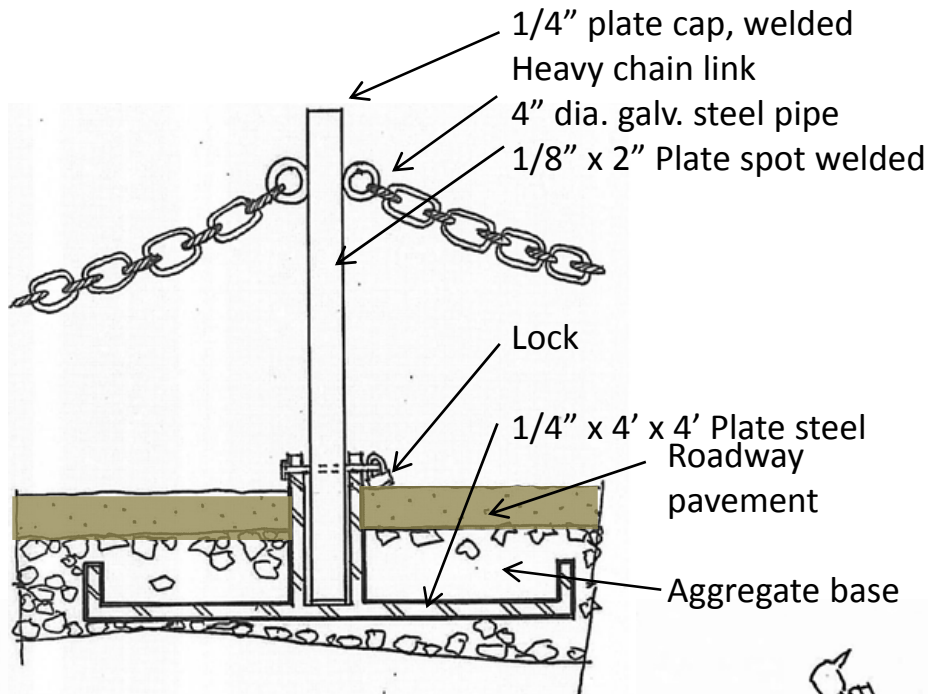


Observation Deck

*La Jolla Coastwalk, Goldfish Point*



Removable bollards for seasonal fixed-wing sailplane runway



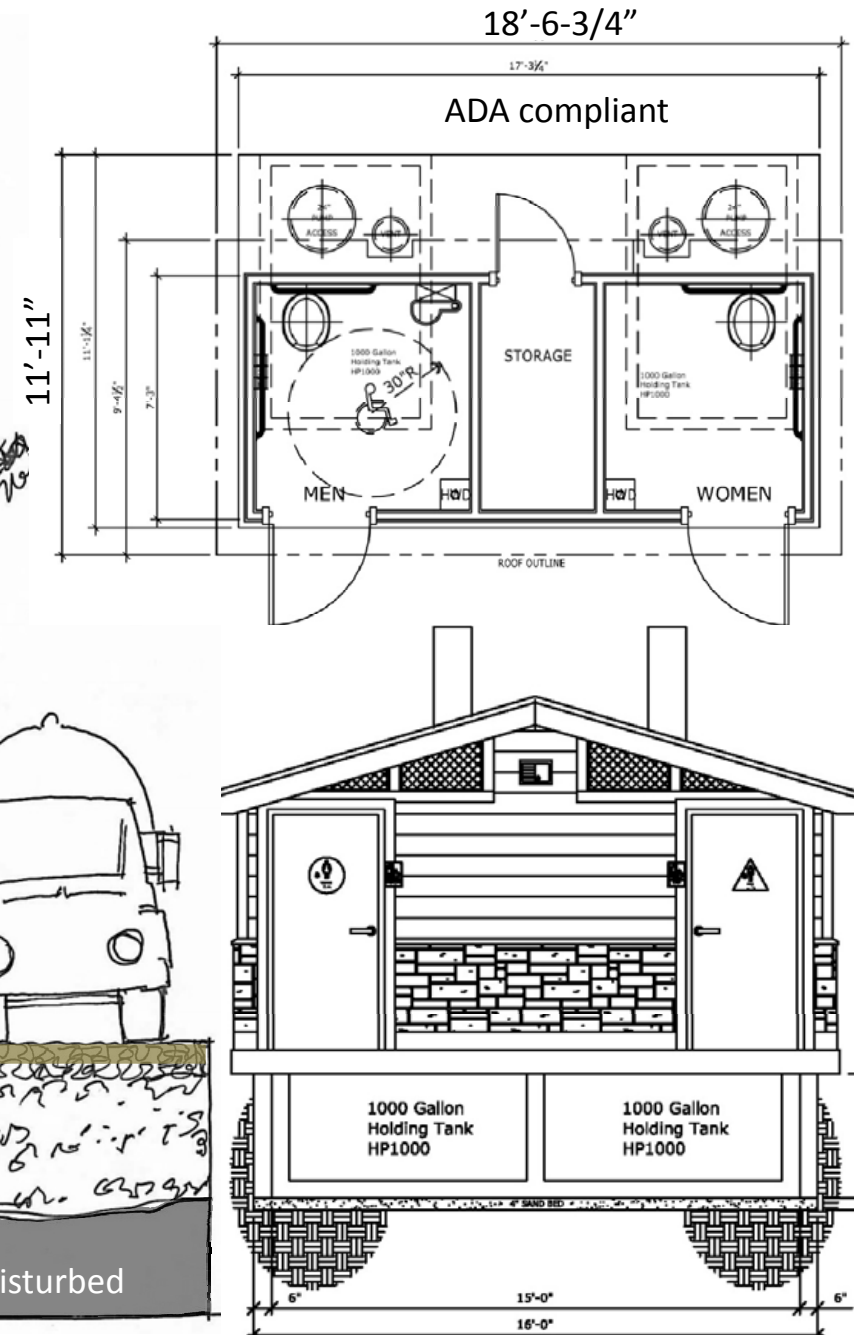
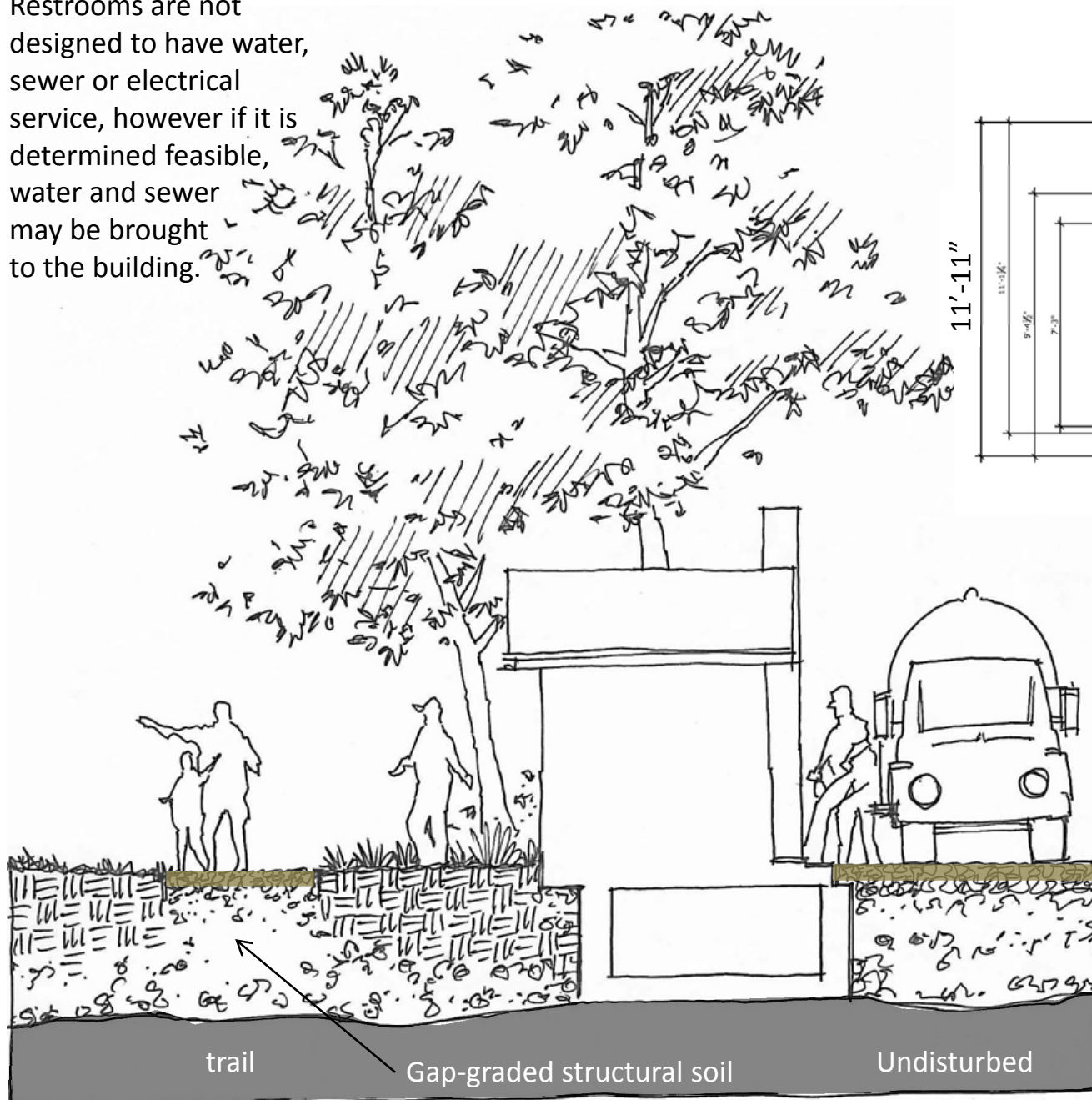
## Support Facilities – components to be shared by all users

## PARK PLAN

The park restrooms are pre-manufactured and set onto the site.

Restrooms are not designed to have water, sewer or electrical service, however if it is determined feasible, water and sewer may be brought to the building.

Restrooms





# TORREY PINES CITY PARK GENERAL DEVELOPMENT PLAN

**DRAFT**

Appendices	page
A. Bibliography	46
B. Cultural Resources	47

## Bibliography

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- City of San Diego, Draft Environmental Impact Report for the Proposed Torrey Pines City Park Stairway Capital Improvement Project 23-717 EDQ #81-01-39, May 15, 1981
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- UCSD, CEQA Findings, Sanford (San Diego) Consortium for Regenerative Medicine Facility, San Diego Campus, November 18, 2008
- UCSD, Certification of Environmental Impact Report and Approval of Design, Sanford (San Diego) Consortium for Regenerative Medicine Facility, San Diego Campus, November 18, 2008

## Cultural Resources

### BRIEF SITE HISTORY (DRAFT)

#### Kumeyaay Period:

*In 1769 the Spanish documented the aboriginal territory of the Kumeyaay to reach from the San Luis Rey River south into Mexico, from the coast to the desert. This area is recognized by the state of California and the U.S. government to have been continuously occupied by the Kumeyaay, with particular concentrations within the San Dieguito River corridor and Torrey Pines Mesa.*

#### Spanish Period:

18<sup>th</sup> century Spanish sailors used the landmark of the Torrey Pines bluffs for navigation, naming it ‘Punta de los Arboles’—Point of Trees. (Schaelchlin)

1850 *Pinus Torreyana* was identified by botanist Dr. Parry during an international boundary survey expedition. He named the genus after his noted botany professor at Columbia University, Dr. John Torrey. (Schaelchlin)

1889 The *Coast Pilot* publication referred to the same area as ‘Pine Hill’. *As this is the only pine-covered hillock for miles along this coastline, it is an important landmark to vessels that are running close along shore in foggy weather.* (Schaelchlin)

1899 The first Torrey Pines City Park reservation consisted of 369 acres of Pueblo lands by city ordinance; subsequent ordinances added another 600 acres. (Marston)

Ordinance 648 declared Pueblo Lots 1332, 1333, 1336, and 1337: *the same shall forever be held in trust by the municipal authorities as a free and public park.* (Schaelchlin) (Note: Does not include current City Park Pueblo Lots 1325 and 1324.)

1908-12 A tract of 200 acres, Pueblo Lots 1338 and 1339, containing the choicest Torrey pines was purchased and bequeathed to the city in the will of Miss Ellen B. Scripps, 1836-1932. (Marston) (Schaelchlin)

1921 Botanist, and naturalist, Guy Fleming was appointed by Miss Scripps and the City Park Commission as the first custodian of the park. (Marston)

1922 Noted Los Angeles landscape architect, Ralph D. Cornell, was commissioned by Miss Scripps to generate a master plan for the Torrey Pines City Park. His emphasis was: design “Restraint”, respect for the natural landscape and open spaces, and great deference to the rare species, *Pinus Torreyana*. (Marston)

1922-23 Torrey Pines Lodge built, funded by Miss Scripps and designed by architects Requa & Jackson. (State Parks)

1924 Pueblo lot 1340 was added at the recommendation of the City Park Commission, bringing the total to approximately 1000+ acres. (Schaelchlin) The boundary covered the area from approximately the bluffs above the San Dieguito Lagoon to south of what is now Genesee Avenue.

Further to the south the City passed Ordinance #0-9549 that included Pueblo Lots 1324 and 1325 as City Park (current City Park land), *“to reserve forever the said lands and the (unreadable) frontage thereof within said limits for the public use and enjoyment and to that end to have said lands reserved and dedicated forever to the public use as and for a public park as an addition to and extension of Torrey Pines Park. . . .”*

## Cultural Resources

- 1920-30 Lands along Highway #101 (Torrey Pines Road) were leased by various owners for agricultural interests in annual crops.
- 1930 Charles Lindbergh and his sailplane, the *Good Ship Anne*, launched off Mount Soledad, flew over La Jolla Shores and then flew north landing on the beach at Del Mar. He set a 'Western Regional Distance Record' and the flight was regarded as, 'the most spectacular glider flight ever made in this section'. *"Most significantly, Lindbergh's flight represented the earliest recorded use of the lift along the cliffs at Torrey Pines by a pilot in a true sailplane."* (Fogel)
- 1937 The City of San Diego issued the first lease of the gliderport to the Associated Glider Clubs of Southern California, AGCSC. (Fogel)
- 1938 The first annual glider meet of the Associated Glider Clubs of Southern California. At the three-day dedication event 2000 feet of dirt runways were graded. More than 1000 spectators were on scene. (Fogel)
- 1939 The gliderport land was dedicated by then City of San Diego Mayor Percy Benbough. (Fogel)
- 1940-45 WWII - Camp Callan built for anti-aircraft artillery training. Named in honor of Major General Robert E. Callan (1864-1936), a distinguished Coast Artillery Officer who served during the Spanish American War. The camp was approximately 1200 acres located between Genesee Avenue and Torrey Pines Road adjacent to Highway 101. It consisted of 297 buildings, covering 23 blocks, with 5 post exchanges, 3 theatres, and 5 chapels serving about 15,000 personnel at one time. (Coast Defenses) Gliderport activities were suspended during this installation.
- After the war the camp buildings and infrastructure were bought by the City and moved to various sites. All materials were recycled, sold, or salvaged. A few remnants can be found on site.
- 1949 Landscape Architect Ralph Cornell returns and authors a second plan that would concentrate of programmatic issues, which included; the formation of a Board of Counselors; the preparation of a master plan; establishment of a maintenance policy; a financial plan; and an enforcement plan.
- Guy Fleming generates a map outlining areas of protection for the Torrey Pines tree clusters and areas of open space.
- 1950 The Torrey Pines Association (TPA) was founded by Guy Fleming for the conservation and protection of Torrey pines. (State Parks)
- 1956 The Regents of the University of California authorized a San Diego campus. By a vote of the citizens of San Diego 59 acres closest to the Scripps Institute was transferred to the Regents. The Regents subsequently requested an additional 550 acres of land northeast of Scripps and 500 acres of Camp Matthews, a U.S. Marine Corps rifle range adjacent to the site. (Stadtman)
- Ballot measure Propositions 'I' and 'M' conveyed portions of Pueblo Lot 1324. Prop 'I' conveyed 1000 acres to the state for the Torrey Pines State Park. Prop 'M', a smaller portion went to UCSD without a requirement for park use, which included the gliderport, often referred to as the 'Torrey Flight Park'. Both measures passed with a 2/3 thirds vote. (City Attorney letter to Fogel 1992)

## Cultural Resources

- 1956-59 Guy Fleming becomes the new Torrey Pines state park's first superintendant. 100 acres to the south were retained by the city for the Torrey Pines Golf Course. (Stadtman)
- 1958-60 The election in 1958 secured the Regent's request for additional property. In 1960 the City of San Diego and UC Regents approved construction for the new campus. (Stadtman)
- 1981 A Park Master Plan was generated for the remaining acreage of Torrey Pines City Park south of the State Park encompassing the Torrey Pines Gliderport. The plan was never executed. (City of San Diego)
- 1992 Torrey Pines Gliderport was designated a National Landmark by the National Soaring Museum and Soaring Society of America. (Fogel)
- 1992 Torrey Pines Gliderport listed on the City of San Diego Historic Register, Site #315. (HRB)
- 1993 Torrey Pines Gliderport listed on the National Register of Historic Places. (NPS-NHRP)
- 1998 Torrey Pines Lodge listed on the National Register of Historic Places. (NPS-NRHP)
- 2007 Torrey Pines State Park name was changed to Torrey Pines State Natural Reserve. (State Parks)

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- San Diego City Parks Department
- San Diego County Cartography Department
- San Diego Historical Society Archives

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- [www.nps.gov/nationalregister](http://www.nps.gov/nationalregister)
- [www.sandiego.gov/planning/programs/historical](http://www.sandiego.gov/planning/programs/historical)
- [www.torreypine.org/parks/overview](http://www.torreypine.org/parks/overview)





General Development Plan  
boundary

Highway 101

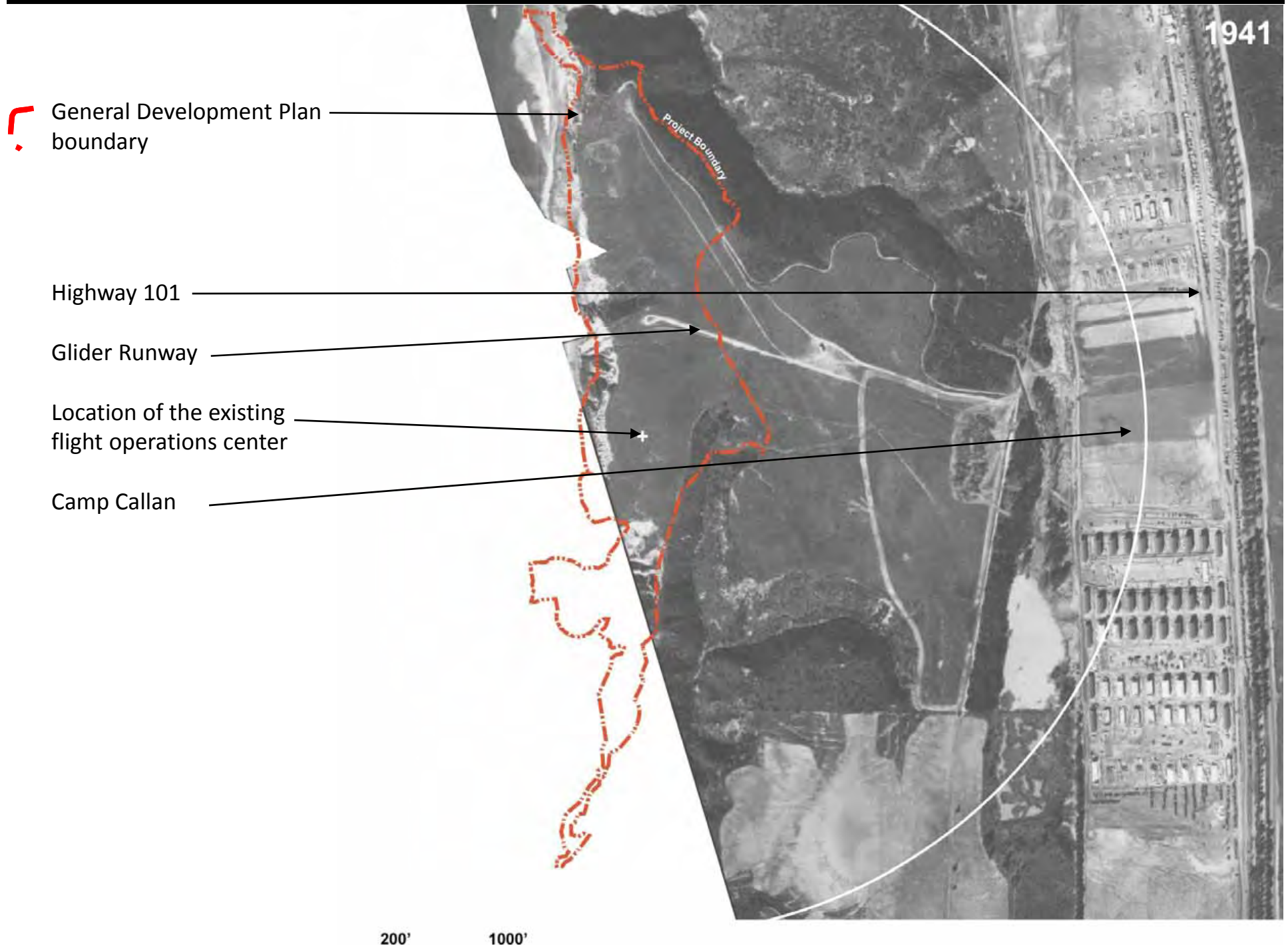
Location of the existing  
flight operations center



*Anne Morrow Lindbergh in a Model A Albatross, (Charles on the ground) launched from Mt. Soledad Pines, January 1930.*









General Development Plan  
boundary

Highway 101

Glider Runway

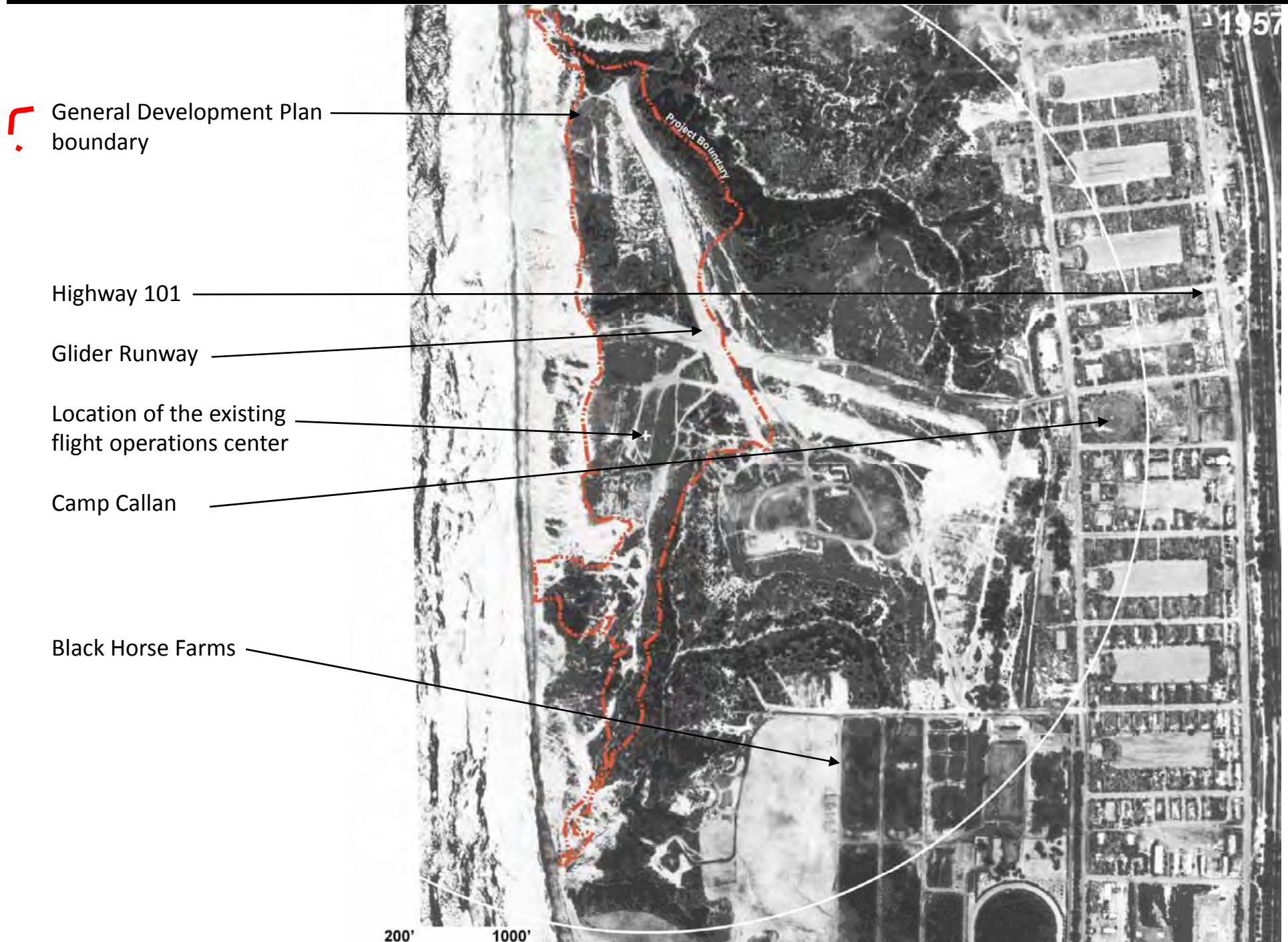
Location of the existing  
flight operations center

Camp Callan  
water tank, amphitheater

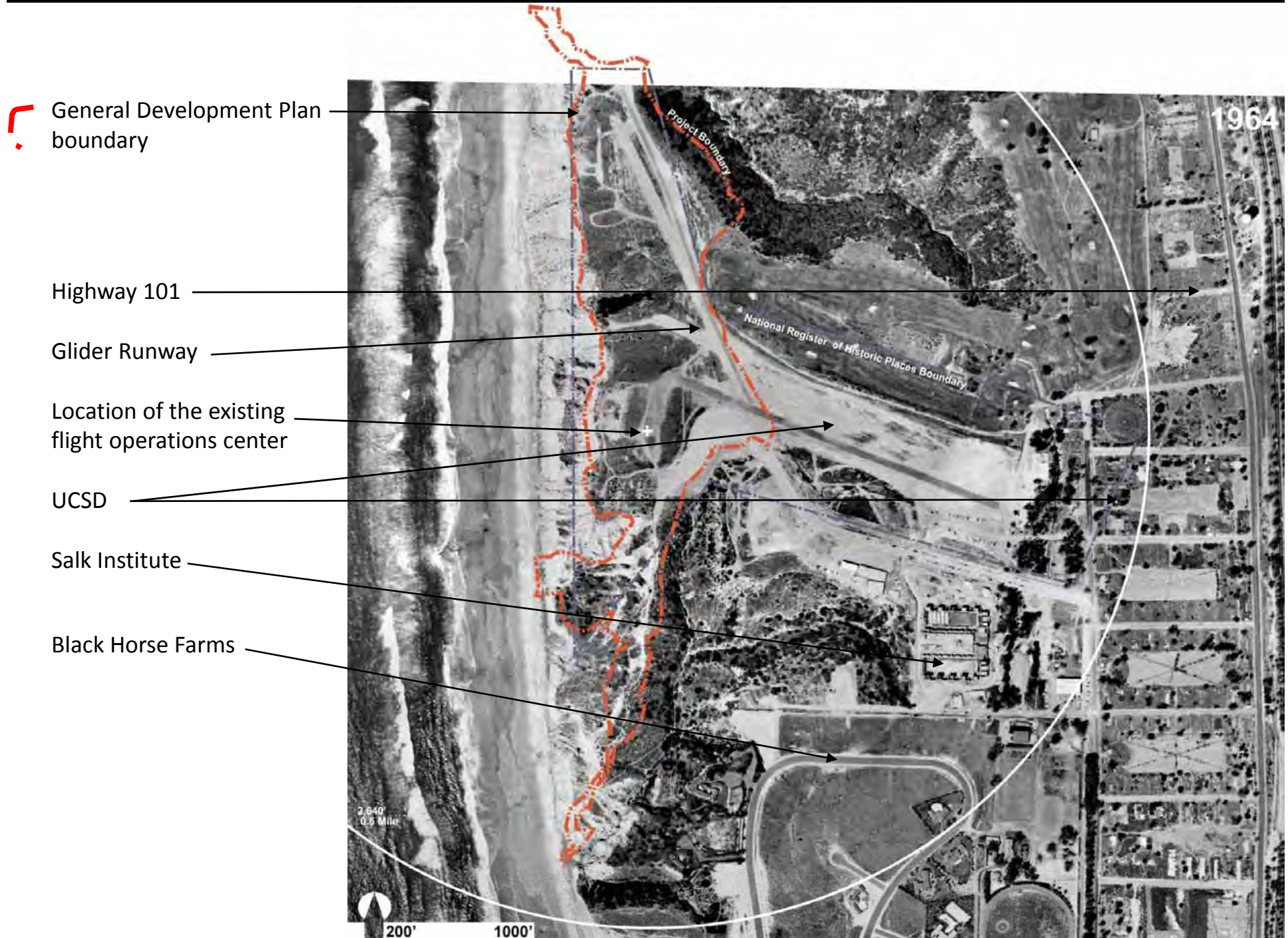
Military Secrets  
Camp Callan Artillery  
Battalion















General Development Plan  
boundary

Highway 101

Glider Runway

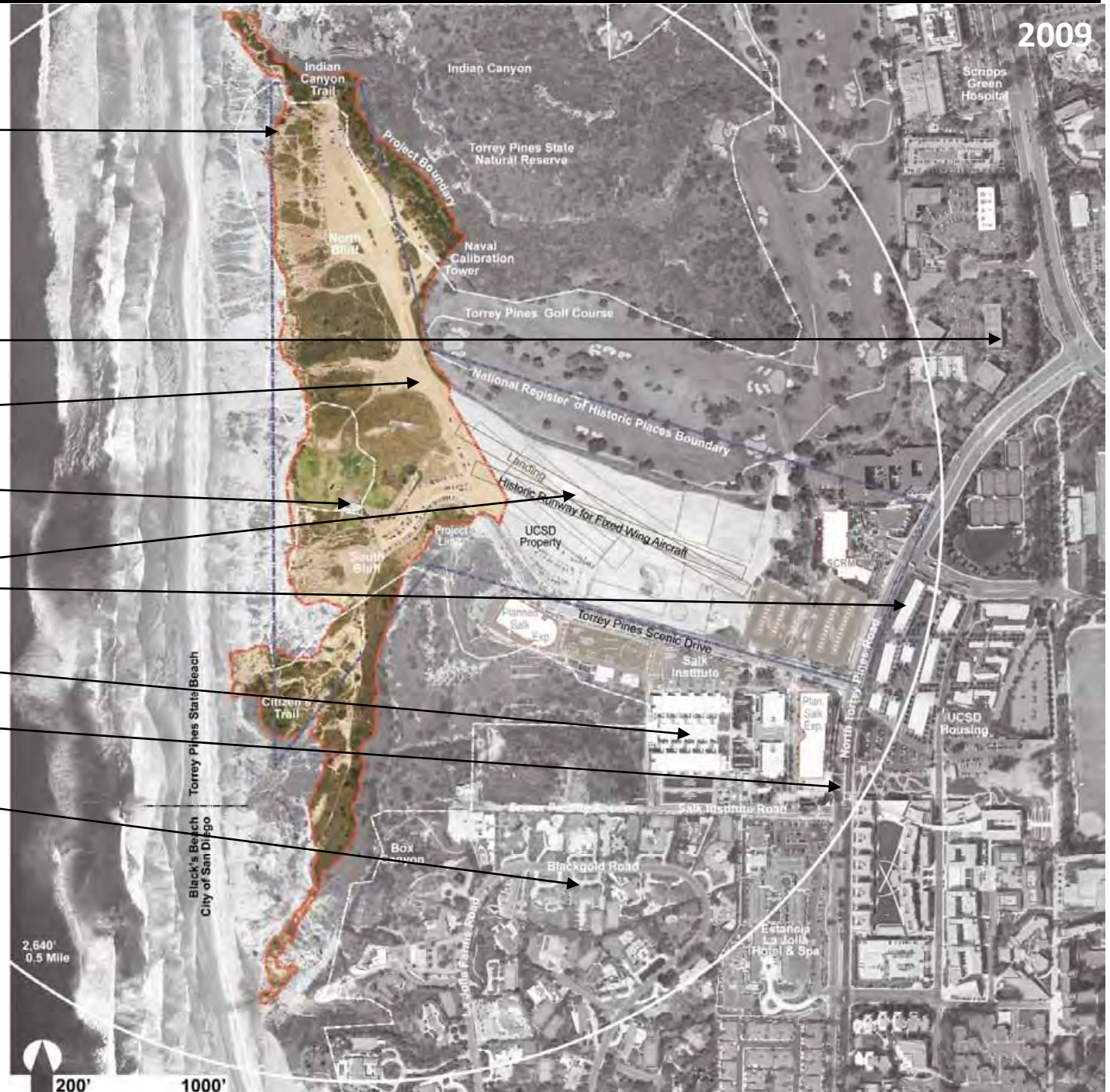
Location of the existing  
flight operations center

UCSD

Salk Institute

North Torrey Pines Rd.

Black Horse Farms



**EXHIBIT “D”**  
**REQUIRED IMPROVEMENTS (SET FORTH IN FURTHER DETAIL IN THE GDP)**

**Within Lease Area:**

1. Flight Operations Center
  - Flight Retail
  - Meeting/Classroom
  - Food Service (Café)
  - Flight Storage
2. Pilot Parking (30 Spaces)
3. Take-off/Landing Setup Area
4. Hang Glider Tie-Downs
5. Radio-controlled Flight Pit and Landing Area
6. Fixed Wing Winch Site
7. Exterior Storage
8. Flight Observation Area
9. Web Camera
10. Weather Station
11. Interpretative Program and Signage (see page 35 of GDP)
12. One Restroom Building
13. Landscaping and Habitat Restoration Required for Development

**Within License Area:**

1. Approximately 425 Feet of Emergency Runway
2. Parking (Approximately 72 Spaces)
3. Removable Bollards for Seasonal Fixed Wing Sailplane Runway
4. Habitat Restoration Required for Development
5. Park Monument Signage
6. Lithwick Fill
7. Landscaping of Graded Areas



Phone: (619) 236-6000 • Fax: (619) 236-5904

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

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**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |  |  |
|--|--|
| (1) Black, African-American                          | (5) Filipino                                       |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian                               |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |  |  |
|--|--|
| (1) Black, African-American                          | (5) Filipino                                       |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian                               |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	<div></div>													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														





## CITY OF SAN DIEGO WORK FORCE REPORT

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### **Exhibit A: Work Force Report Job categories-Administration**

Refer to this table when completing your firm's Work Force Report form(s).

#### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

#### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers



## Exhibit B: Work Force Report Job categories-Trade

### Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

### Carpenters

### Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

### Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

### Construction Laborers

### Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

### Electricians

### Elevator Installers and Repairers

### First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

### Glaziers

### Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

### Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

### Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

### Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

### Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

### Plasterers and Stucco Masons

### Roofers

### Security Guards & Surveillance Officers

### Sheet Metal Workers

### Structural Iron and Steel Workers

### Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

### Workers, Extractive Crafts, Miners

**EXHIBIT “G”**  
**CREDIT INFORMATION REQUEST**

## CREDIT INFORMATION REQUEST

I/We hereby request and authorize you to release to the City of San Diego for verification purposes, personal and business credit reports and information concerning the company/corporation/partnership and/or the officers and individuals listed below. That information may include but is not limited to:

- 1) Employment history dates, titles, income, hours worked.
- 2) Banking (checking and savings) accounts of record.
- 3) Mortgage loan rating (open date, high credit, payment amount, loan balance, and payment).
- 4) Any information deemed necessary concerning a consumer credit report for my loan application.
- 5) This information is for the confidential use in compiling a credit report.
- 6) A facsimile, photographic or carbon copy of this authorization (being a facsimile, photographic or carbon copy of the signature(s) of the undersigned), may be deemed to be equivalent of the original and may be used as a duplicate original.

1. Name of Applicant:
(Please print or type)
Name of Business:
(If different from "applicant")
Telephone:
Name of Affiliated Business:
Telephone:
2. Name of Officer/Owner:
Address for the last two years:
Social Security Number:
Signature:
3. Name of Officer/Owner:
Address for the last two years:
Social Security Number:
Signature:



**EXHIBIT ‘F’**

**CITY OF SAN DIEGO**

**LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE  
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES OF MORE THAN FIVE YEARS**

Before the City of San Diego will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City’s Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

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Exact name of proposed Lessee (complete only if applicable):

---

Exact name of existing Sublessee (complete only if applicable):

---

Exact name of proposed Sublessee (complete only if applicable):

---

Date this Questionnaire completed: \_\_\_\_\_, \_\_\_\_.

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT  
1200 THIRD AVENUE STE. 1700  
SAN DIEGO, CA 92101  
TEL.: (619) 236-6020

**This Questionnaire contains 15 pages.**

**PROPOSED (SUB)LESSEE**

1. Name of proposed (Sub)Lessee exactly as it will appear on the actual tenancy document:

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2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

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Telephone No.: \_\_\_\_\_ Fax. No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

3. Billing Address (*only if different from Mailing Address*):

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Telephone No.: \_\_\_\_\_ Fax. No.: \_\_\_\_\_

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (    );      Partnership (    );      Corporation (    );  
Limited Liability Company (    );    Other \_\_\_\_\_

Explain if necessary:

5. Effective date of assignment (complete only if applicable): \_\_\_\_\_

## **PARTNERSHIP STATEMENT**

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: \_\_\_\_\_
2. General Partnership (   )  
Limited Partnership (   )  
Other (   ) Explain \_\_\_\_\_  
\_\_\_\_\_
3. Statement of Partnership recorded: Yes (   ) No (   )  
\_\_\_\_\_  

Date	Book	Page	County
------	------	------	--------
4. Has the partnership conducted business in San Diego County?  
Yes (   ) No (   ) If so, when? \_\_\_\_\_  
If so, where? \_\_\_\_\_
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

## **CORPORATION STATEMENT**

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C ( ) Subchapter S ( )
2. When incorporated? \_\_\_\_\_
3. Where incorporated? \_\_\_\_\_
4. Is the corporation authorized to do business in California? Yes ( ) No ( )  
If so, as of what date? \_\_\_\_\_
5. The corporation is held:  
a. Publicly ( ) Privately ( )  
b. If publicly held, how and where is the stock traded?  
\_\_\_\_\_  
\_\_\_\_\_
6. Please list the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of Common Stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____
7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.  
  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
No. of Shares: \_\_\_\_\_

Name:	_____
Title:	_____
Address:	_____
	_____
No. of Shares:	_____
	_____
Name:	_____
Title:	_____
Address:	_____
	_____
No. of Shares:	_____
	_____
Name:	_____
Title:	_____
Address:	_____
	_____
No. of Shares:	_____
	_____
Name:	_____
Title:	_____
Address:	_____
	_____
No. of Shares:	_____
	_____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.



### **LIMITED LIABILITY COMPANY STATEMENT**

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: \_\_\_\_\_
2. Where Organized: \_\_\_\_\_
3. Is the Company authorized to do business in California?
  - a. Yes ( ) No ( )
  - b. If so, as of what date? \_\_\_\_\_
4. Has the Company conducted business in San Diego County?
  - a. Yes ( ) No ( )
  - b. If so, when? \_\_\_\_\_
  - c. If so, where? \_\_\_\_\_
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

## **FINANCIAL AND OTHER BACKGROUND INFORMATION**

### **FINANCIAL STATEMENT**

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee **must** attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition. The report **must** include a balance sheet **and** annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

### **OTHER INFORMATION**

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
  - a. Yes ( ) No ( )
  - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
  - a. Yes ( ) No ( )
  - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
  - a. Yes ( ) No ( )
  - b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
  - a. Yes ( ) No ( )
  - b. If yes, please provide detailed information for each claim, lien, or judgment.

### **REFERENCES FOR PROPOSED (SUB)LESSEE**

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

#### **REFERENCE NO. 1**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business, association, etc.:

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---

#### **REFERENCE NO. 2**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business, association, etc.:

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**REFERENCE NO. 3**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business, association, etc.:

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**REFERENCE NO. 4**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business, association, etc.:

---

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**CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE**

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name	_____
Date of Birth	_____
Place of Birth	_____
Social Security Number	_____
Driver's License Number/State	_____
Home Address	_____
	_____
Previous Address	_____
	_____
Home Telephone No.	_____
Employer	_____
Occupation	_____
Business Address	_____
Business Telephone No.	_____
Business Fax No.	_____

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date \_\_\_\_\_ Signed \_\_\_\_\_

**Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:**

\_\_\_\_\_



### **METHOD OF OPERATION**

Please describe your proposed business operation on the property to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

**PROPOSED METHOD OF FINANCING  
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on tidelands in excess of \$100,000. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

### **ESTIMATE OF GROSS RECEIPTS**

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
1	\$	\$	\$	\$	\$
2					
3					
4					
5					

## **EXPERIENCE STATEMENT**

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

**TERMS AND CONDITIONS OF PURCHASE, SALE,  
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease transfer, or the transfer of a Sublease having a remaining term of more than five years.)

Please summarize the terms and conditions of the purchase, sale, or transfer of (Sub)Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).



**EXHIBIT “H”  
CERTIFICATION  
Contractor Standards Pledge of Compliance**

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

**A. BID/PROPOSAL/SOLICITATION TITLE:**

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**B. BIDDER/PROPOSER INFORMATION:**

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
**Yes**                      **No**

If **Yes**, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
**Yes**                      **No**

If **Yes**, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

**Corporation** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Is your firm a publicly traded corporation?                      **Yes**                      **No**

If **Yes**, name those who own ten percent (10 %) or more of the corporation's stocks:

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**Limited Liability Company** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of members who own ten percent (10%) or more of the company:

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**Partnership** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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**Sole Proprietorship** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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**Joint Venture** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

#### **E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
**Yes**                      **No**

If **Yes**, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
**Yes**                      **No**

If **Yes**, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

**Yes**                      **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

**Yes**                      **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

#### **F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

**Yes**                      **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

**Yes**                      **No**

If **Yes**, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

**Yes**                      **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_



Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

#### G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes                      No

If **Yes**, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes                      No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes                      No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes                      No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes                      No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? **Yes** **No** If **Yes**, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

**J. STATEMENT OF SUBCONTRACTORS:**

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **YES** **NO**

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **YES** **NO**

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: \_\_\_\_\_

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

**L. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

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Name and Title

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Signature

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Date

City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

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Print Name, Title

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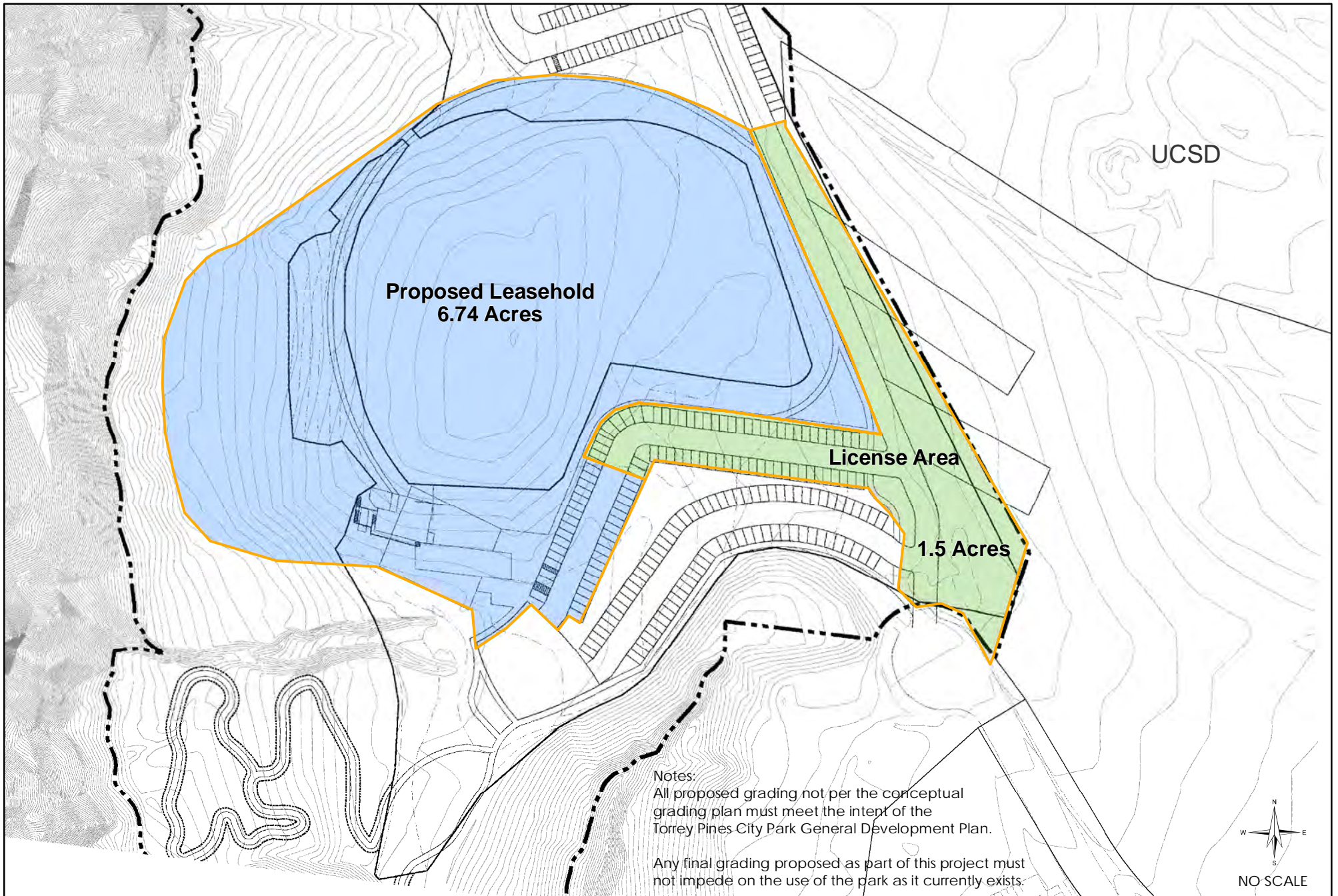
Signature

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Date



**EXHIBIT “T”  
GRADING PLAN**



Date: 4/27/2016 Path: L:\GIS\PGIS\Community Planning\TorreyPines\CPA\_PROJECTS\TorreyPines\_Park\_2016.mxd



# Torrey Pines City Park - Grading Plan

CITY OF SAN DIEGO



## DOCKET SUMMARY

\*\*\*Italicized items will be heard at the Council Docket Briefing\*\*\*

Monday  
January 28, 2008

Item	Item Summary	District	Brief Or Summary	Staff
200	Variable Rate Debt and Derivatives Workshop for the City Council	All	Summary	Stacy
201	<i>City Council Budget Priorities for Fiscal Year 2009</i>	<i>All</i>	<i>Summary</i>	<i>Stacy</i>

Tuesday  
January 29, 2008

## SPECIAL ORDERS OF BUSINESS

Item	Item Summary	District	Brief Or Summary	Staff
30	Hosseini Ruhi Day	All	None	James
31	Dr. Ruth Riedel Day	All	None	James
32	Doug Beckham Day	All	None	James

## ADOPTION AGENDA, CONSENT ITEMS

Item	Item Summary	District	Brief Or Summary	Staff
50	Appropriation of Funds and Third Amendment to Agreement with Dokken Engineering for the State Route 163 and Friars Road Project	D6	Summary	James
100	Reo Drive Streetscape- Phase II	D4	Summary	James

<b>101</b>	<b>Authorization to Change Proposed Location of Chollas Creek Workforce Housing Grant</b>	D8	Summary	James
<b>102</b>	<b>Appointments and Reappointments to the Community Forest Advisory Board</b>	All	Summary	John
<b>103</b>	<b>Appointments and Reappointments to the Historical Resources Board</b>	All	Summary	John
<b>104</b>	<b>Settlement Agreement Regarding Coastal Law Enforcement Action Network v. City of San Diego, et al; City of San Diego v. Air California Adventure, LLC, et al.</b>	All	Summary	James
<b>NOTICED HEARINGS, DISCUSSION ITEMS</b>				
<b>330</b>	<i>Adoption of the City's 2008 State and Federal Legislative Program</i>	<i>All</i>	<i>Summary</i>	<i>John</i>
<b>331</b>	<i>Revision to Council Policy 700-02-Community Development Block Grant Program</i>	<i>All</i>	<i>Brief</i>	<i>Jamie</i>
<b>332</b>	<i>Amending the San Diego Municipal Code Relating to Regulation of Oversized Vehicles</i>	<i>All</i>	<i>Summary</i>	<i>Jamie</i>
<b>333</b>	<b>Appointment of Mary Lewis to Auditor/Comptroller</b>	All	Summary	James
<b>334</b>	<b>Barrio Logan Community Plan Update Planning Consultant Contract Agreement</b>	D8	Summary	Steve
<b>335</b>	<b>1244 Oliver Tentative Map</b>	D2	Brief	Steve
<b>336</b>	<b>Soledad Mountain Road Undergrounding Utility District</b>	D2	Summary	James
<b>REDEVELOPMENT AGENCY</b>				
<b>1</b>	<b>Barrio Logan Community Plan Update Planning Consultant Contract Agreement</b>  <b>*Companion to Item 334*</b>	D8	Summary	Steve
<b>HOUSING AUTHORITY</b>				
	<b>No Items</b>			

**CITY COUNCIL OF THE CITY OF SAN DIEGO  
CLOSED SESSION DOCKET  
FOR  
MONDAY, DECEMBER 3, 2007  
CITY ADMINISTRATION BUILDING  
COMMITTEE ROOM – 12<sup>TH</sup> FLOOR  
202 “C” STREET  
SAN DIEGO, CA 92101**

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**NOTE:** In accordance with the San Diego City Council Permanent Rule for Noticing and Conduct of Closed Session Meetings, adopted on February 28, 2005, a portion of the regular open meeting agenda of the City Council has been reserved for City Attorney comment, public comment, and City Council discussion of the content of this Closed Session Docket. **Public testimony for this Closed Session Agenda will be taken today during the 2:00 p.m. Council meeting.**

**Conference with Legal Counsel - existing litigation, pursuant to California Government Code section 54956.9(a):**

**CS-1    *City of San Diego v. Willkie Farr and Gallagher, LLP*  
San Diego Superior Court Case No. 37-2007-00072584-CU-BT-CTL**

EACA Assigned: D. McGrath

This is a lawsuit filed by the City of San Diego against Willkie Farr and Gallagher, LLP. In closed session, the City Council will meet with Executive Assistant City Attorney Don McGrath, II, and Bryan Vess regarding prosecution of the lawsuit.

**CS-2    *Insurance Company of the State of Pennsylvania v. City of San Diego*  
United States District Court Case No. 02-CV-0693**

EACA Assigned: D. McGrath

This matter relates to AIG insurance carriers bad faith in its duty to defend. In closed session, the City Attorney and Kristine Wilkes of Latham and Watkins and Harry Levine will update the City Council and the Mayor on the case and fees.

**CS-3    *Harvey Furgatch v. San Diego Unified Port District, et al.*  
San Diego Superior Court Case No. GIC 775242**

DCA assigned: J. Riley

Plaintiff alleges his lawsuit was a substantial factor in causing the termination of the purchase and sale agreement for the transfer of property (Tailgate Park) from the City to the San Diego Unified Port District. The City Council will be advised of the status of this litigation and requested to waive the privilege and disclose closed session transcripts from prior meetings for the purpose of defending this lawsuit.



**CS-4 *Coastal Law Enforcement Action Network v. City of San Diego;*  
*Air California Adventure, LLC; David Jebb - (Complaint);*  
*City of San Diego v. Air California Adventure, LLC;*  
*Air California Adventure, Inc.; David Jebb; Maya Jebb - (Cross-complaint)*  
**San Diego Superior Court Case No. GIC861914****

DCA Assigned: M. Dickenson

This matter is a challenge under the California Coastal Act relating to the City's lease of the property known as the Torrey Pines Gliderport. The City Attorney will update the Mayor and City Council on the status of the litigation and requests that the Mayor and City Council consider settlement of this case in closed session.

**Conference with Legal Counsel - anticipated litigation - initiation of litigation, pursuant to California Government Code Section 54956.9(c):**

**CS-5 *Proposed litigation against the California State University Board of Trustees***

DCA Assigned: C. Fitzgerald

To consider initiation of litigation challenging the Final Environmental Impact Report for the SDSU 2007 Master Campus Plan Revision.

**CS-6 *Proposed litigation against Aviation International, Inc.***

DCA Assigned: J.Serrano

To consider litigation against Aviation International, Inc., a California corporation (Juan Escalante, officer), which leases City owned land at Brown Field Airport and is in default on the terms of its lease.

**CS-7 *San Diego Navy Broadway Complex Coalition v. City of San Diego, et al.*  
**San Diego Superior Court Case No. GIC 880444****

DCA Assigned: M. Dickinson

This matter is a challenge under the California Environmental Quality Act relating to the City's environmental determinations for the Navy Broadway Complex. The City Attorney will update the Mayor and City Council on the status of the litigation in closed session.

**Conference with Real Property Negotiator, pursuant to California Government Code  
Section 54956.8:**

**CS-8 Property: 6929 Curran Street, San Diego, CA. 92154**

Agency Negotiator: Michael Tussey and Christian Anderson

Negotiating Parties: Aviation International Inc., President is Juan Escalante

Under Negotiation: Price and payment terms of lease.

DCA Assigned: J. Serrano

**From:** [Bob Kuczewski](#)  
**To:** [Lightner, Councilmember Sherri](#); [Faulconer, Council Member Kevin](#); [Councilmember Todd Gloria](#); [Young, Anthony](#); [DeMaio, Councilmember Carl](#); [Zapf, Council Member Lorie](#); [Emerald, Councilmember Marti](#); [Alvarez, Council Member David](#)  
**Cc:** [Novak, Jo-Ann](#); [Harkness, Jeff](#); [Ken Baier](#); [Ginny Barnes](#); [Mary Coakley](#); [Michael Stepner](#); [Laura Burnett](#); [ejs044@cox.net](#); [Chris Schmidt](#); [Brian Thompson](#); [david.metzgar@med.navy.mil](#); [breezeaire@aol.com](#); [DOUGLAS WILLIAMSON](#); [Ken King](#)  
**Subject:** Bullying at Torrey Pines Gliderport  
**Date:** Wednesday, June 8, 2011 10:46:27 PM

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Members of the San Diego City Council, TPCPAB, and others,

I have been concerned about the ongoing bullying at the Torrey Pines Gliderport for years now. I've spoken at the City Council, the Park and Recreation Board, and at every single meeting of the Torrey Pines City Park Advisory Board.

During that time, many pilots have confided in me about the abuses that they've suffered. Many asked me to not share their names. I haven't. But now one of them (Lyne Perry) is dead. Lyne committed suicide earlier this year. I want you to read what she wrote to me about the bullying she endured by David Jebb who had been the concessionaire at Torrey Pines until he was replaced by another member of his so-called "team".

As a preface, I had asked Lyne about being featured in a "Pilot Profile" for a regional newsletter. Here's what she wrote in her reply:

Bob,

Thanks for thinking of me, but I need to decline at this time. I have been the victim of much bullying by some of the "in" pilots. I am very selective as to who I fly with and I will leave a site if other certain pilots are there. Two years ago I rarely left my home and did not fly for a period of 5 months due to fear from a vicious verbal assault by Josh Gelb during a club event. This was not an isolated event, just the final proverbial straw. The fact that the other pilots just stood by and let it happen led me to believe that they supported such behavior.

I am still not emotionally healed and need to stay incognito as much as possible. You may have noticed that I do not post on the SDHGPA forum, even though I am the owner. These days I typically fly with the HG pilots and only a select few PG pilots.

Blossom is my passion and I am not going to let my fear get in the way of losing this site because I didn't do anything. I wish that I were as thick skinned as you and able to keep going in spite of verbal abuse. When David or Gabe Jebb bullied me, I let it go because I knew that they bullied most everyone, but when it came from pilots whom I thought were my friends, it

devastated me.

Thanks again for thinking of me, but maybe at a later date.

Lyne Perry, PG,  
Consulting Geologist  
Alpine, CA 91901

Lyne clearly states:

"When David or Gabe Jebb bullied me, I let it go because  
I knew that they bullied most everyone"

It is difficult to know how much effect this bullying had on Lyne's decision to take her own life. But regardless of its level of impact, Lyne's testimony is clear. She clearly states that the Jebbs (who were beneficiaries of a no-cost lease of the Gliderport from the City of San Diego) bullied almost everyone. Period.

That's the same complaint that was repeatedly ignored by the Torrey Pines City Park Advisory Board for years. I had personally mentioned the bullying on many occasions, and the TPCPAB Chair (Virginia "Ginny" Barnes) refused to address those concerns. Now a young woman is dead, and the bullying continues.

I am demanding that the City Council reactivate the now defunct Torrey Pines City Park Advisory Board and give it a new mission to address ALL of the ongoing problems at the Torrey Pines City Park - including the management and bullying problems at that site. That was the original intent of the Settlement Agreement, and the City has not lived up to its end of the bargain.

You can read more about Lyne Perry at:

<http://ushawks.org/forum/viewtopic.php?f=4&t=647>

Sincerely,  
Bob Kuczewski  
858-204-7499

**Wallace, Mary Ann**

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**From:** Mullen, Don  
**Sent:** Wednesday, January 23, 2008 11:33 AM  
**To:** CD7-All  
**Subject:** Docket Assignments for 012808 & 012908

**City Council Docket Matrix**

**Councilmember      Jim  
Madaffer**

**Monday, January 28, 2008**

Item	Staff	Issue
		<i>Look in the mirror before you start your engine</i>
1		Roll Call
10		Invocation
20		Pledge of Allegiance
200	DM	Variable Rate Debt and Derivatives Workshop for the City Council
201	DM	City Council Budget Priorities for Fiscal Year 2009
250	~	Notice of Pending Final Map Approval – City Villas.



<b>251</b>	~	Notice of Pending Final Map Approval – The Billboard Lofts
<b>252</b>	~	Submission of Ballot Proposals

**City Council Docket**  
**Matrix Councilmember Jim**  
**Madaffer Tuesday, January 29, 2008**

<b>Item</b>	<b>Staff</b>	
<b>300</b>		<b>Roll Call</b>
<b>30</b>	<b>EA</b>	Hossein Ruhi Day
<b>31</b>	<b>EA</b>	Dr. Ruth Riedel Day
<b>32</b>	<b>EA</b>	Doug Beckham Day
<b>50</b>	<b>LP</b>	Appropriation of Funds and Third Amendment to Agreement with Dokken Engineering for the State Route 163 and Friars Road Project
<b>100</b>	<b>DM</b>	Reo Drive Streetscape - Phase II

<b>101</b>	<b>ML</b>	Authorization to Change Proposed Location of Chollas Creek Workforce Housing Grant.
<b>102</b>	<b>EA</b>	Appointments and Reappointments to the Community Forest Advisory Board.
<b>103</b>	<b>EA</b>	Appointments and Reappointments to the Historical Resources Board.
<b>104</b>	<b>DM</b>	Settlement Agreement Regarding Coastal Law Enforcement Action Network v. City of San Diego, et al; City of San Diego v. Air California Adventure, LLC, et al.
<b>330</b>	<b>LP</b>	Adoption of the City's 2008 State and Federal Legislative Program. RULES OPEN GOVERNMENT AND INTERGOVERNMENTAL RELATIONS COMMITTEE'S RECOMMENDATION: On 12/6/2007, Rules voted 4-1, to refer this item to the City Council incorporating the comments of the Rules Committee members.
<b>331</b>	<b>EA</b>	Revision to Council Policy 700-02 - Community Development Block Grant Program (CDBG).

<b>332</b>	<b>EL</b>	Amending the San Diego Municipal Code Relating to Regulation of Oversized Vehicles. (La Jolla, Pacific Beach, Mission Beach, Peninsula, Clairemont Mesa, and Linda Vista Community Areas.
<b>333</b>	<b>DM</b>	Appointment of Mary Lewis to Auditor/Comptroller (Chief Financial Officer).
<b>334</b>	<b>DM</b>	Barrio Logan Community Plan Update Planning Consultant Contract Agreement.
<b>335</b>	<b>DM</b>	1244 Oliver Tentative Map. Appeal of Planning Commission's decision approving a Coastal Development Permit and Tentative Map including a request to waive the requirement to underground the existing utilities and convert an existing, 9 residential dwelling unit apartment complex into 9 residential condominium units on a 0.143 acre site.
<b>336</b>	<b>JW</b>	Soledad Mountain Road Undergrounding Utility District. In the matter of holding a public hearing and forming the District.

<b>RA1</b>	<b>DM</b>	Barrio Logan Community Plan Update Planning Consultant Contract Agreement.
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Don Mullen  
Chief of Policy  
Council President Pro-Tem Jim Madaffer  
619-236-6677

Disclosure: Correspondents should assume that all communication to or from this address is recorded and may be viewed by third parties.

## Wallace, Mary Ann

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**From:** Anderson, Deirdre  
**Sent:** Wednesday, March 7, 2012 8:23 AM  
**To:** Andrews, Dan; Arehart, Laura; Bagwell, Judy; Bailey, Bruce; Bamberg, Daniel; Barrett, Bobby; Bevier, Debra; Boardman, Jane; Botha, Ginger; Brock, Carmen; Brown, Pat; Carrizosa, Josie; Carter, Shelley; Caudillo, Rosie; Certain, Kay; Chung, Walter; Clanton, Teresa; Coburn, Gina; Contreras, Andrea; Cordileone, Joe; Dawson, Joan; DeGuzman, Julio; DeLara, Pete; FitzGerald, Leslie; Garcia, David; Gerrity, Ryan; Gersten, William; Gilman, Jennifer; Goldsmith, Jan; Hans, Devinder; Hemmerling, John; Hsu, Bonny; Humphries, Julie; Inzunza, Anna; Johnson, David; Jones, Andrew; Leggee, Olga; Leone, Christine; Lonergan, Anna; Maggio, Joe; Malcolm, Kate; Marshall, Sharon; McGarr, Colleen (Kelly); Mercer, Mark; Milligan, Christina; Ortlieb, Fritz; Peters, Jean; Phelps, M. Travis; Plotkin-Wolff, Stacy; Pollock, Carol; Rae, Christina; Reilly, Dennis; Riley, John; Sandoval, Carmen; Sensabaugh, Doug; Shanahan, Don; Shapiro, Nancy; Steinman, Kathy; Stevenson, Janice; Stroud, Heather; Taylor, Alina; Taylor, Jon; Thomas, Shannon; Turner, Catherine; Vonblum, Heidi; Wander, Adam; Welch, Clay; Worley, Donald; Yeomans, Mary  
**Subject:** FW: CNS San Diego Superior Report Mar 06, 2012

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**From:** CNS San Diego Sup [mailto:sandiego@courthousenews.com]  
**Sent:** Tuesday, March 06, 2012 7:59 PM  
**To:** CNS Circulation  
**Subject:** CNS San Diego Superior Report Mar 06, 2012

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### San Diego Superior Report March 06, 2012

The report below may not be transmitted through any means outside the office location that is subscribing, but may be copied freely within that location. A separate subscription is required for each office location that receives the report. If you need help finding underlying documents, please call or email Reni Anguelova at [sandiego@courthousenews.com](mailto:sandiego@courthousenews.com) or (406) 748-6397. The summaries below describe allegations only and should not be taken as fact.

#### San Diego County Superior Court

Diane Durant v. Padre Dam Municipal Water District 3/6/2012 37-2012-00093484-CU- OE-CTL Curiel	Wrongful termination. Plaintiff was told that employees would be laid off because the company would be better off outsourcing work. Plaintiff also believes she was fired for complaining about retaliation and discrimination. <a href="#">Paid download</a>	Laurence Haines Haines Law
Patricia Hill v. Life Generations Healthcare Inc; Lakeside Special Care Center 3/6/2012 37-2012-00093470-CU- OE-CTL Hayes	Employment, discrimination. Plaintiff believes she was denied employment based on a perceived disability related to a past mild traumatic brain injury. <a href="#">Paid download</a>	Sean Simpson Simpson Moore



Debra Ponds v. Martina Buck; Veterans Medical Research Foundation; Veterans Medical Research Foundation of San Diego 3/2/2012 37-2012-00093310-CU- OE-CTL Hayes	Employment. Defendant, among other things, failed to promote plaintiff from laboratory technician to the post- doctoral position as promised. <a href="#">Paid download</a>	Dennis Grady
John Auletta v. Summit Security Services Inc 3/1/2012 37-2012-00093243-CU- OE-CTL Pressman	Employment. Plaintiff believes he was fired due to his age. <a href="#">Paid download</a>	Dennis Grady
Nahum Hernandez v. Major Irrigation Supply Inc; Michael Taylor 3/2/2012 37-2012-00093320-CU- OE-CTL Dato	Employment. Defendant has failed to pay overtime. <a href="#">Paid download</a>	Dennis Grady
Nick Busseau; Pattie Zeleniak v. Luisinia Delagdo, DDS; Gentle Dental Grossmont; Gentle Dental; Interdent Service Corporation; Mahyar Karimi, DDS 3/6/2012 37-2012-00093482-CU- MM-CTL Hayes	Medical malpractice. Defendant performed negligent dental services. <a href="#">Paid download</a>	Patrick Barry
Andy Yi v. Air California Adventure Inc; Torrey Gliderport; Associated Glider Clubs of Southern California Ltd; City of San Diego; Michael Lance 3/5/2012 37-2012-00093332-CU- PO-CTL Dato	Personal injury. Plaintiff was hit by a remote operated flying airplane. <a href="#">Paid download</a>	Robert Francavilla Casey Gerry
Catherine Boling; Stephen Williams; TJ Zane v. Alice Calvillo; City of San Diego; Elizabeth Maland; Eugene Hugeunin; Anita Martinez; Sally McKeag; Public Employees Relations Board 3/5/2012 37-2012-00093347-CU- MC-CTL Taylor	TRO, injunctive relief, civil rights. <a href="#">Paid download</a>	James Lough Lounsbery Ferguson
Lupe Sherwood; Richard Sherwood v.	Product liability. Defendant's "ASR" hip replacement prosthesis releases cobalt-chromium metal into the socket and blood stream.	Donald Hiney

Deput Orthopaedics Inc; Johnson  
& Johnson Inc  
3/5/2012 37-2012-00093330-CU-  
PL-CTL Pressman

Lourdes Prado  
v.  
Safeway Inc; Vons  
3/6/2012 37-2012-00093463-CU-  
PO-CTL Prager

Eva Paiva  
v.  
City of San Diego; HAR  
Construction Inc  
3/5/2012 37-2012-00093331-CU-  
PO-CTL Lewis

Jeffrey Schneider  
v.  
Burger Lounge Hilcrest LLC  
3/6/2012 37-2012-00093487-CU-  
PO-CTL Dato

Ala Jamchi; Shana Jamchi  
v.  
David Danneberg; Leticia  
Danneberg; Empire Associates  
Real Estate Properties Inc  
3/1/2012 37-2012-00093128-CU-  
PO-CTL Vargas

University Towne Square  
Homeowners Association  
v.  
Bank of New York Inc; Eric  
Crandall  
3/5/2012 37-2012-00093233-CU-  
CO-CTL Denton

Mark Gleicher  
v.  
Mary Beyster; Colony Hill; Ray  
Brookhart Concrete Inc  
3/5/2012 37-2012-00093232-CU-  
OR-CTL Taylor

Armando Tellechea  
v.  
Wells Fargo Bank NA; Wachovia  
Mortgage; World Savings Bank  
FSB  
3/6/2012 37-2012-00093497-CU-  
OR-CTL Hayes

Personal injury. Plaintiff slipped and fell on melted ice  
from the meat and seafood displays.

Personal injury. Defendant failed to properly maintain a  
sidewalk.

Unspecified complaint for personal injury.

Declaratory and injunctive relief. Plaintiff and his family  
have been exposed to toxic mold.

Injunctive relief, CC&R's. Defendants have refused to  
vacate the premises to allow for termite eradication.

Negligence, fiduciary duty, declaratory relief, bad faith.  
Colony Hill Homeowner's Association believes the cause  
of water "leaching" into the crawlspace of a residence is  
associated with the installation of plaintiff's artificial turf.  
However, plaintiff believes the problem arises from  
defendant Beyster's improperly installed "subdrain."

Real property, quiet title, promissory fraud. Plaintiff has  
experienced a wrongful foreclosure.

Guy Levy

Thomas Penfield  
Casey Gerry

Catharine Kroger-  
Diamond

Hassan Sadeghi

Rian Jones  
Epsten Grinnell

Malte Farnaes

Amid Bahadori  
Bahadori Thomas

<p>Laura Moya v. Citimortgage Inc 3/6/2012 37-2012-00093445-CU- BC-CTL Curiel</p>	<p>Contract, unjust enrichment, emotional distress. Plaintiff has experienced a wrongful foreclosure.</p>	<p>Frank Santis</p>
<p>Randy Naku v. Bank of America N A; C Foreclosure; Countrywide Bank N A; Countrywide Home Loan Servicing L P; Mortgage Electronic Registration Systems 3/6/2012 37-2012-00093469-CU- OR-CTL Barton</p>	<p>Real property, declaratory relief. Plaintiff alleges defendant has unlawfully transferred the promissory note and deed of trust.</p>	<p>Pro Per</p>
<p>David Richards v. Hyundai Motor America 3/2/2012 37-2012-00093319-CU- BC-CTL Alksne</p>	<p>Song-Beverly. Defendant has failed to repair plaintiff's 2011 Hyundai Sonata.</p>	<p>James Robertson McCoy Turnage</p>
<p>Old Republic Surety Company v. La Fin Condominium Association; Eugene McCormick; Gene McCormick Construction; OJ Insulation LP; Probuild Company LLC; Dixieline Probuild 3/6/2012 37-2012-00093467-CU- BC-CTL Denton</p>	<p>Complaint for interpleader. Defendant refuses to undertake defense and hold plaintiff harmless from all claims received against the bond.</p>	<p>Carlos Sosa Hausman Sosa</p>
<p>Gateway Business Bank v. Vicente Cisneros; Lisa Rivera; The Diablogroup Inc; Xooro 3/6/2012 37-2012-00093442-CU- BC-CTL Alksne</p>	<p>Contract. Defendant has failed to make payments due under the promissory note.</p>	<p>Kelly Sweeney Spiwak Iezza</p>
<p>Colorado Electric Supply Limited; City Electric Supply v. Colorado West Construction Inc; Developers Surety and Indemnity Company; Ema Investments San Diego LLC; Northgate Gonzalez LLC; Social Cities Electrical Inc; Social Electric; Sears Roebuck and Co 3/5/2012 37-2012-00093417-CU- OR-CTL Pressman</p>	<p>Contract. Defendant has failed to pay for materials provided.</p>	<p>William Robinson Pezzillo Robinson</p>
<p>Allgire General Contractors Inc v. Koenig Jacobsen LLP; Martinez</p>	<p>Contract. Defendants have failed to pay for expert analysis and testimony services.</p>	<p>Joseph Potocki Balestreri Pendleton</p>

+ Cutri Corporation Architects  
3/5/2012 37-2012-00093229-CU-  
BC-CTL Strauss

Dave McMahon Construction Inc v. HAR Construction Inc; Arch Insurance Company 3/6/2012 37-2012-00093489-CU- BC-CTL Trapp	Contract. Defendant has failed to pay for construction labor and materials.	Kevin Carlin Carlin Law
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Ona Mission Partners L P v. California Factory Outlet Inc 3/6/2012 37-2012-00093468-CU- BC-CTL Prager	Lease. Defendant has failed to pay rent.	Thomas Bosche Bosche Bosche
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Jose Cabrera v. City of Chula; Freeway Electric Inc; P General 3/6/2012 37-2012-00093466-CU- PA-CTL Denton	Auto tort. Defendant and plaintiff were involved in a car accident.	Ross Jurewitz Jurewitz Law
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Eleanor Agustin v. BAC Home Loans Servicing LP; Bank of America Home Loans; Bank of America NA 3/1/2012 37-2012-00093118-CU- OR-CTL Denton	Real property.	Paul Hanks
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Carlos Alfaro; Gabriel Alfaro; Rodolfo Alfaro; Luz Gonzales v. Modesto Ramirez; Transport LLC 3/6/2012 37-2012-00093451-CU- PA-CTL Taylor	Auto tort.	Pro Per
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## Wallace, Mary Ann

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**From:** Demorest, Erin  
**Sent:** Tuesday, June 16, 2009 9:17 AM  
**To:** Mays, Jesse  
**Subject:** FW: Request for Management Discussions and/or Subcommittee for Torrey Pines City Park  
**Attachments:** 070430.pdf

Hi Jesse,

I think you were the one working on the Gliderport before, right? Sherri sent this to me, but I think she meant to send it to you.

Thanks,

### Erin Demorest

#### *Council Representative*

Office of Councilmember Sherri S. Lightner  
First District, City of San Diego  
202 C Street, MS 10A  
San Diego, CA 92101  
[edemorest@sanidiego.gov](mailto:edemorest@sanidiego.gov)  
P: (619) 236-6611  
F: (619) 236-6999

Disclosure: This email is public information. Correspondence to and from this email address is recorded and may be viewed by third parties and the public upon request.

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**From:** Sherri Lightner [mailto:[sherri@lightner.net](mailto:sherri@lightner.net)]  
**Sent:** Monday, June 15, 2009 7:34 PM  
**To:** Rivera, John; Demorest, Erin  
**Subject:** [Fwd: Request for Management Discussions and/or Subcommittee]

----- Original Message -----

**Subject:** Request for Management Discussions and/or Subcommittee

**Date:** Mon, 15 Jun 2009 12:44:43 -0700

**From:** Bob Kuczewski <[bobk@nerdshack.com](mailto:bobk@nerdshack.com)>

**Reply-To:** Bob Kuczewski <[bobk@bluebottle.com](mailto:bobk@bluebottle.com)>

**To:** Abella-Shon, Michelle <[MShon@sanidiego.gov](mailto:MShon@sanidiego.gov)>, Ginny Barnes <[mvbacb@san.rr.com](mailto:mvbacb@san.rr.com)>, <[david.metzgar@med.navy.mil](mailto:david.metzgar@med.navy.mil)>, <[airjunkies@sbcglobal.net](mailto:airjunkies@sbcglobal.net)>, <[ejs044@cox.net](mailto:ejs044@cox.net)>, Michael Stepner <[Stepner1@gmail.com](mailto:Stepner1@gmail.com)>, Mary Coakley <[Coakleym@san.rr.com](mailto:Coakleym@san.rr.com)>, Chris Schmidt <[fursded@sbcglobal.net](mailto:fursded@sbcglobal.net)>, Brian Thompson <[brianthompson214@aol.com](mailto:brianthompson214@aol.com)>, <[breezaire@aol.com](mailto:breezaire@aol.com)>, WILLIAMSON, DOUGLAS <[dwilliamson@allstate.com](mailto:dwilliamson@allstate.com)>, Ken King <[Signal@san.rr.com](mailto:Signal@san.rr.com)>, <[pkamiab@hotmail.com](mailto:pkamiab@hotmail.com)>

**CC:** Laura Burnett <[LBurnett@sd.wrtdesign.com](mailto:LBurnett@sd.wrtdesign.com)>, Kathy Garcia <[KGarcia@sd.wrtdesign.com](mailto:KGarcia@sd.wrtdesign.com)>, Sharpe, Deborah <[DSharpe@sanidiego.gov](mailto:DSharpe@sanidiego.gov)>

**References:** <[08F0D4487F909C498077DF15D0571B4602176B89ED2D@MAIL101.AD.SANNET.GOV](mailto:08F0D4487F909C498077DF15D0571B4602176B89ED2D@MAIL101.AD.SANNET.GOV)>  
<[08F0D4487F909C498077DF15D0571B46022CBFCDD38FC@MAIL101.AD.SANNET.GOV](mailto:08F0D4487F909C498077DF15D0571B46022CBFCDD38FC@MAIL101.AD.SANNET.GOV)>  
<[08F0D4487F909C498077DF15D0571B46022CBFCDD3A79@MAIL101.AD.SANNET.GOV](mailto:08F0D4487F909C498077DF15D0571B46022CBFCDD3A79@MAIL101.AD.SANNET.GOV)>  
<[08F0D4487F909C498077DF15D0571B46022CBFE9AC5F@MAIL101.AD.SANNET.GOV](mailto:08F0D4487F909C498077DF15D0571B46022CBFE9AC5F@MAIL101.AD.SANNET.GOV)>

Virginia Barnes, Members of the TPCPAB, and others,

I am again asking for the Torrey Pines City Park Advisory Board to review the management issues at the Torrey Pines Gliderport.

Ms. Barnes has repeatedly stated that this is not a topic for the advisory Board. However, the settlement agreement in the case along with the report from the City Council's closed meeting (see attached document) both clearly state that the City will prepare a General Development plan which includes both the development and management of the Torrey Pines City Park. The exact wording is included here (taken from the attached document):

- The City shall enforce all the requirements of the lease agreement, including restoration of native vegetation; and
- The City will prepare a General Development Plan, a comprehensive City Plan for the development and management of the Torrey Pines City Park; and
- The City will establish the Torrey Pines City Park Advisory Board whose members shall be appointed within 90 days from the date of this agreement and who shall include representatives of the following Gliderport user groups: paragliders, hanggliders, sailplane gliders, and radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups.

Ms. Barnes has continually avoided any management discussions, and yet it was the City's lack of proper management oversight that led to the lawsuit in the first place. Furthermore, with the ongoing budgetary problems of the City, it is not clear whether there will be any funding for the non-management (physical) changes recommended by the Advisory Board anyway. But the one thing that the Advisory Board can do without any significant budgetary impact is to discuss and influence the management of that park.

So I am again asking for the Advisory Board to either address the management issues directly or establish a voluntary subcommittee of its members to discuss (in an open setting) the management issues at the Gliderport. I would recommend that this subcommittee meet either before or after the current Advisory Board meeting to take advantage of the location and noticing of the current Advisory Board meetings. I further recommend that each of the flight discipline representatives be encouraged to be members of this management subcommittee so they can discuss the ongoing flight operations issues at that park.

Finally, I would like to state my belief that the Torrey Pines City Park Advisory Board should not "sunset" as Ms. Barnes has stated, and instead it should be allowed to continue as a permanent Advisory Board representing the pilot and community interests at the Gliderport. There is no language in the Settlement Agreement that precludes this permanent oversight role, and it would be prudent for the City to maintain this Advisory Board as its primary interface with the user groups at the Torrey Pines Gliderport.

Thank you for your time.

Sincerely,  
Bob Kuczewski  
President - Torrey Hawks Hang Gliding Club

--

Sherri S. Lightner  
P: (858) 551-0770  
F: (858) 551-0777

RESOLUTION NUMBER R- 303364DATE OF FINAL PASSAGE FEB 11 2008

WHEREAS, on June 27, 2007, the City of San Diego only entered into a settlement agreement with the Plaintiffs only in San Diego County Superior Court Case Number GIC861914, entitled *Coastal Law Enforcement Action Network v. City of San Diego, et al.*; *City of San Diego v. Air California Adventure, LLC., et al.* [litigation]; and

WHEREAS, the settlement agreement requires the City to

- (1) Pay the Plaintiffs \$20,000; and
- (2) Enforce the lease agreement for the Torrey Pines Gliderport, including any restoration of native vegetation required by the California Coastal Commission; and in the event City's lessee fails to comply, terminate the lease and turn off all irrigation on the property, cap all run-off pipes on the property, and obtain and comply with permits for all unpermitted structures or their removal, consistent with the requirements of the Coastal Act; and
- (3) Prepare a General Development Plan for the Torrey Pines City Park, taking into consideration the historic value of the property; and
- (4) Establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 120 days of the date of the agreement and who shall include representatives of the following Gliderport user groups: (1) paragliders, (2) hanggliders, (3) sailplane gliders, and (4) radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups.

WHEREAS, on FEB 11 2008, all parties to the action entered into a settlement agreement to resolve the litigation;

WHEREAS, the settlement agreement requires the City's lessee of the Torrey Pines Gliderport to (1) reimburse the City for its \$20,000 payment to the Plaintiff which was required by the June 27, 2007, agreement between the City and the Plaintiff, (2) pay CLEAN \$5,000, and (3) obtain permits for all unpermitted development or for their removal.

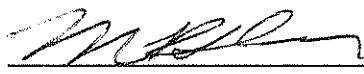
WHEREAS, the settlement agreement requires the City to (1) comply with the terms of the June 27, 2007, agreement with the Plaintiff and (2) appoint a Park and Recreation Department liason for the Torrey Pines City Park to work with the community and serve as a liaison to the Torrey Pines City Park Advisory Board.

WHEREAS, the settlement agreement requires the Plaintiff to (1) comply with the terms of the June 27, 2007, and to (2) dismiss the litigation with prejudice.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized and empowered to execute, for and on behalf of the City of San Diego, as referenced in the Settlement Agreement adopted by the City Council on December 4, 2007.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By

  
Malinda D. Dickenson  
Deputy City Attorney

MRD:ms

Aud. Cert.

12/27/07

Or.Dept: READ

R-2008-551

I, Elizabeth S. Maland, Clerk of the City of San Diego, California, hereby certify that this is a true copy of papers on file and of record in the office of the Clerk of said city.

ELIZABETH S. MALAND, City Clerk

By , Deputy

Dated 6/30/08

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of June 19, 2007.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 2.11.08  
(date)

  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor



## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into and is effective as of February 11, 2008 2007 (the "Effective Date"), by and between Coastal Law Enforcement Action Network, a project of the International Humanities Center, a California Charitable Trust ("CLEAN"); the City of San Diego ("City"); and David Jebb, Maya Jebb, Air California Adventure, Inc., and Air California Adventure, LLC (David Jebb, Maya Jebb, Air California Adventure, Inc. and Air California Adventure, LLC are collectively referred to herein as "Lessee"). CLEAN, City, and Lessee are collectively referred to herein as the "Parties" and sometimes separately referred to herein as a "Party." The Parties intend by this Agreement to conclude the matters between them in the litigation entitled *Coastal Law Enforcement Action Network v. City of San Diego et al.*, San Diego County Superior Court Case No. GIC 861914, including the related Cross-Complaint brought by City against Lessee (collectively "Litigation").

### RECITALS

A. City owns the property located at 2800 Torrey Pines Scenic Drive, City of San Diego, California, commonly known as the "Torrey Pines Gliderport" (the "Property") (City of San Diego Assessor's Parcel No. 342-010-36) in the Torrey Pines City Park.

B. City leased the Property to Air California Adventure, LLC effective September 17, 1998 for gliderport concession, the use of non-powered aircraft, and by the general public. David Jebb was the president of Air California Adventure, LLC, and Maya Jebb was the secretary/treasurer of Air California Adventure, LLC. With City's consent, Air California Adventure, LLC assigned its interest in the lease to Air California Adventure, Inc. on March 20, 2000. David Jebb and Maya Jebb are the sole officers of Air California Adventure, Inc.

C. On June 7, 2004, the City issued a Notice of Violation to Lessee, citing the violation of various laws and regulations.

D. On February 15, 2006, in response to the Notice of Violation, Lessee filed an after-the-fact permit application with the City's Development Services Department [DSD].

E. On February 27, 2006, CLEAN filed a "Complaint For Civil Penalties, Restitution, and Injunctive Relief," alleging, among other things, violations of the California Coastal Act, California Public Resources Code §§ 30000 *et seq.* ("Coastal Act"), with respect to the use of the Property. The violations alleged in the Complaint include the unpermitted siting of a trailer, kitchen facilities, a concession stand, rest rooms, and an observatory deck; the movement of dirt and gravel both from and onto the Property; physical changes to the topographical contours of the Property; and, the planting of non-native vegetation.

F. On May 5, 2006, DSD had completed review of the application and requested additional information from Lessee which it needed in order to continue processing the after-the-fact permit application. To date, Lessee has not provided the necessary information to the City.

G. On August 30, 2006, the City Attorney's Office sent a letter, attached to this Agreement as Exhibit A to Exhibit 1 and incorporated herein by reference, to Lessee that details violations alleged by the City and CLEAN and requiring compliance with the lease terms ("letter").

H. On January 31, 2007, the City filed a Cross-Complaint against Lessee for breaching the lease agreement and for indemnity.

I. On February 23, 2007, CLEAN filed a First Amended Complaint.

J. On May 1, 2007, City and CLEAN only entered into a Settlement Agreement to resolve the issues between City and CLEAN in the Litigation ("CLEAN/City Agreement"). CLEAN/City Agreement is attached hereto and incorporated herein by reference as Exhibit 1. The CLEAN/City Agreement requires the City to pay CLEAN \$20,000, enforce the lease agreement, prepare a General Development Plan for the Torrey Pines City Park, and establish a Torrey Pines City Park Advisory Board.

K. City, CLEAN, and Lessee now wish to resolve all issues in the Litigation by and between all Parties. Accordingly, the Parties, conditioned upon compliance with the terms and conditions set forth herein, intend by this Agreement to fully and completely resolve, waive, and perpetually extinguish all claims within the scope of the Litigation.

#### AGREEMENT

THEREFORE, in consideration of the mutual promises and covenants made in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Actions by the City.

- a. The City shall comply with all terms of the CLEAN/City Agreement.
- b. The City shall appoint a Park and Recreation Department liaison for the Torrey Pines City Park to work with the community and serve as a liaison to the Torrey Pines City Park Advisory Board.

2. Actions by Lessee:

- a. Payment to City. Upon execution of this agreement, Lessee agrees to pay City twenty thousand dollars (\$20,000) to reimburse City for its payment to CLEAN pursuant to the CLEAN/City Agreement which became due on July 12, 2007. If Lessee shall determine not to pay this amount in full by January 1, 2008, Lessee shall pay this amount in accordance with the Promissory Note and Settlement Payment Schedule attached hereto as Exhibit 2. Lessee shall provide notice to the City ten days prior to January 1, 2008 regarding whether they intend to pay the settlement amount in full

or on the basis of the Promissory Note and Settlement Payment Schedule. In the event Lessee elects to pay according to the Promissory Note and Settlement Payment Schedule, Lessee shall be entitled at any time to pay in full the balance due. Such payment shall include principal plus any interest accrued to payment date. The parties agree that this interest is a penalty assessment. Unless Lessee is notified otherwise in writing, each payment to City shall be payable to *Treasurer, City of San Diego*, and delivered to City at the following address: **City of San Diego Treasurer/Collections Division, PO Box 129039, San Diego, CA 92112-9030**. In the event Lessee fails to make any installment payment when due, then all sums still owned shall be deemed immediately due and payable and Lessee shall be deemed in default or breach of the terms of this agreement. Upon default or breach of the terms of this agreement by Lessee, City shall be entitled to file a declaration or any other necessary pleading with the above-referenced court seeking judgment in favor of City and against Lessee in the principal sum including interest still owed, plus an additional penalty assessment of 10% interest and reasonable attorneys' fees and cost.

- b. Payment to CLEAN. Lessee agrees to pay CLEAN five thousand dollars (\$5,000) within fifteen (15) days of the mutual execution of this Agreement by the Parties.
- c. Compliance with Coastal Commission and City Permitting and Site Inspection Requirements. Lessee shall comply with all Coastal Commission and City permitting and site inspection requirements, including the following:
  - (i.) Lessee shall, immediately upon execution of this agreement, turn off all irrigation on the Property; cease all lawn watering; cap all run-off pipes on the Property; insure that all overnight vehicles & other unpermitted materials (including, but not limited to, motorhomes, travel trailers, camping gear) are removed.
  - (ii.) Lessee shall immediately cease all extermination and poisoning activities of ground squirrels, gophers and other native fauna on the Property and shall post signs, approved by the City, stating that all flora and fauna on the Property is protected and to be respected.
  - (iii.) Lessee shall submit to City no later than February 1, 2008 all materials necessary to obtain a Conditional Use Permit and Site Development Permit for Environmentally Sensitive Lands for all existing unpermitted development or for its removal, including but not limited to gravel, palm trees and other unpermitted vegetation. Unpermitted development means development as defined by California Public Resources Code section 30106 and includes, but is not limited to, all violations referenced in the City's June 7, 2004 Notice of Violation. If City requests any additional information,

Lessee agrees to submit all requested information within 20 days of receipt of City's request.

- (iv.) Lessee agrees to submit a Coastal Development Permit application to the Coastal Commission's San Diego office within 20 days of obtaining the requisite City approvals. The applications shall address all existing unpermitted development as defined by California Public Resources Code § 30106 and as detailed in the complaints and letter referenced in Paragraphs E, G, and I of the above Recitals. If Lessee believes that one or more items detailed in the complaints and/or letter referenced in Paragraphs E, G, and I of the above Recitals do not exist on the Property, Lessee shall submit evidence supporting such claim(s) to the appropriate Coastal Commission and/or City permit staff. If Coastal Commission and/or City staff determine that the claim by Lessee is correct, the applicable permit application shall so reflect. Lessee shall notify CLEAN and City Attorney's Office of any and all such correspondence and send copies of all such documentation related to permit applications (including permit applications) to the City Attorney's office, the State Historic Preservation Office and to CLEAN at 322 Culver Blvd., Suite 317, Playa del Rey, California 90293.
- (v.) Lessee shall not withdraw any Coastal Development Permit or City application submitted under Paragraphs (i) or (ii) above and shall process the application(s) according to applicable laws. If the Coastal Commission or City determines that additional information is required to complete a Coastal Development Permit or City permit application, and makes a written request for the information to Lessee detailing the additional materials required and a reasonable deadline for submittal, Lessee shall submit the required materials by the deadline specified in the request letter.
- (vi.) Lessee shall fully participate and cooperate in the Coastal Commission and City permitting processes, provide timely responses, and work to move the process along as quickly as possible, including responding to requests for information.
- (vii.) Lessee shall provide Coastal Commission and City staff as well as staff of any agency having jurisdiction over the work being performed under this Agreement with access to the Property at all reasonable times. CLEAN and/or its representatives have the same general right to access to the Property as members of the general public and Lessee will not treat any member of CLEAN any differently than any member of the general public and will not discriminate or otherwise treat any CLEAN member different from

any member of the general public. Nothing in this Agreement is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Coastal Commission, the City, and other relevant agency staff may enter and move freely about the following areas: (1) the portions of the subject property on which the alleged violations are located, (2) any areas where work is to be performed pursuant to this Agreement or pursuant to any plans adopted pursuant to this Agreement, (3) adjacent areas of the property, and (4) any other area where evidence of compliance with this Agreement may lie, as necessary or convenient to view the areas where work is being performed pursuant to the requirements of this Agreement or evidence of such work is held, for purposes including but not limited to inspecting records, operating logs, and contracts relating to the subject property and overseeing, inspecting, documenting, and reviewing the progress of carrying out the terms of this Agreement.

3. Actions by CLEAN:

- a. Compliance with all terms of the CLEAN/City Agreement. CLEAN shall comply with all terms of the CLEAN/City Agreement.
- b. Dismissal of Action. CLEAN shall, within 10 days of the execution of this Agreement, dismiss the Litigation with prejudice.

4. Continuing Jurisdiction of the Court. The parties agree to execute a written stipulation prior to dismissal of the Litigation requesting the court retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement pursuant to California Code of Civil Procedure section 664.6.

5. Releases. The parties acknowledge that there is a risk that, subsequent to the execution of this Agreement, the parties may incur injury, loss, damage, costs, attorneys' fees, or expenses, which are in some way caused by or connected with the persons, entities, matters, and/or issues referred to herein, or which are unknown and unanticipated at the time this Agreement is executed, or which are not presently capable of being ascertained. The parties further acknowledge that there is a risk that such damages as are presently known may hereafter become more serious than the parties now anticipate. Nevertheless, the parties acknowledge that this Agreement has been negotiated and agreed upon in light of that realization. All parties have had the benefit and advice of counsel. To the extent the above releases are effective, the parties each waive their rights under California Civil Code section 1542. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of



executing the release, which if known by him must have materially affected his settlement with the debtor."

6. Costs and Expenses. With the exception of payment to the City as detailed in paragraph 2.a., and the payment to CLEAN as detailed in paragraph 2.b., the Parties shall bear their own costs, expenses and attorneys' fees in connection with the current CLEAN litigation, and the negotiations, drafting, and consummation of this Agreement. In the event any action or proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to the reasonable fees, out-of-pocket expenses, and costs of attorneys and experts against the non-prevailing parties, in addition to all other relief to which that party or those parties may be entitled.

7. Breach of Agreement. Strict compliance with the requirements of this Agreement by all Parties subject thereto is required. Failure by Lessee to comply with any of the requirements of this Agreement shall result in stipulated penalties in the amount of \$500 per day per violation in addition to any other amount due hereunder. Should Lessee breach this Agreement, Lessee shall pay to CLEAN stipulated penalties within fifteen (15) days after receiving a written demand letter from CLEAN, regardless of whether Lessee subsequently complied with the terms and conditions of this Agreement. The Parties agree that money damages alone would be an inadequate remedy for a breach (or threatened breach) of any provisions of this Agreement, and agree that the provisions of this Agreement may also be enforced by a preliminary or permanent mandatory or prohibitory injunction or other equitable order or decree of a court of competent jurisdiction. The agreed remedies set forth above shall not be construed to limit or derogate from any other legal or equitable remedy authorized by any applicable law.

8. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and shall not be modified except by a writing executed by the Party to be bound thereby. This Agreement supersedes any written or oral agreement(s) or representations(s) that preceded or may have preceded execution of this Agreement. The Parties have not relied upon any oral representation(s) in deciding whether to enter into this Agreement.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parent companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, plaintiffs, and/or persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts. This Agreement is not intended to bind or benefit any person other than the parties hereto and their successors and assigns.

10. Interpretation and Representation by Counsel. The terms of this Agreement are the product of arms-length negotiations between the Parties and their counsel, and no provision shall be construed against the drafter thereof. All Parties mutually warrant and represent that they have been represented by counsel of their own choosing in the negotiation and drafting of this Agreement, and that they understand fully and voluntarily consent to all of the provisions herein.

11. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any disputes concerning this Agreement shall be in San Diego County, California.
12. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement. This Agreement may also be delivered by facsimile transmission and in such event all facsimile signatures shall be deemed complete for all purposes hereof.
13. Captions. Any captions to the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not are part of this Agreement, and shall not be used for the interpretation of or determination of the validity of this Agreement or any provision hereof.
14. Authorization. Each person signing this Agreement represents and warrants to the Parties and to each other that he or she is fully authorized to sign the Agreement on behalf of the Party for whom/which he or she is signing, and thereby to bind such Party to each and all of the terms of this Agreement.
15. Cooperation. The parties agree to cooperate with each other to execute such documents as reasonably necessary and to take all steps as may be reasonably necessary to accomplish the purpose of this Agreement.
16. Compromise of Disputed Claims. This Agreement is a compromise of disputed claims and shall never at any time or for any purpose be considered an admission of any liability or responsibility on the part of any person or entity, nor shall the furnishing of any consideration for the execution of this Agreement constitute or be construed as an admission of any liability whatsoever by any of the parties hereto or any other person.
17. Integration. The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the terms and conditions of this Agreement that are not fully expressed herein.
18. Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Any waiver by the City must be formally approved by the City Council. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision. This Agreement may be amended, modified or rescinded only in writing signed by all parties to this Agreement.
19. Time of Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

20. Additional Documents. The parties each agree to sign any additional documents which are reasonably necessary to carry out this Agreement or to accomplish its intent.

21. No Assignment. Each party represents and warrants that it has not assigned or transferred any claims released herein, and that it is the sole owner of that claim.

22. No Reliance on Other Party. The undersigned and each of them acknowledge and represent that they are effecting this compromise and settlement and are executing this Agreement (i) after they and their respective legal counsel had the opportunity to and did conduct an independent investigation of the relevant facts; and (ii) without relying on representation made by the other party or the other party's attorney.

23. Severability. Even if a court holds one or more parts of this Agreement ineffective, invalid, or void, all remaining provisions shall remain valid in effect unless a party's consideration materially fails as a result of the invalidity.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

City of San Diego

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Air California Adventure, Inc.

Air California Adventure, LLC

By: \_\_\_\_\_  
Name: DAVID JEBB  
Its: DJ

By: \_\_\_\_\_  
Name: Maya Jebb  
Its: Maya

David Jebb, an individual

Maya Jebb, an individual

David Jebb

Maya Jebb

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

Michael J. Aguirre, City Attorney

\_\_\_\_\_  
David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

By: Malinda R. Dickenson  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

Law Offices of Joseph G. Maiorano

Lisa M. Iulianelli

Joseph G. Maiorano 11/27/07  
Joseph G. Maiorano  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

\_\_\_\_\_  
Lisa M. Iulianelli  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Air California Adventure, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

David Jebb, an individual

City of San Diego

By: \_\_\_\_\_  
Name: Jay M. Goldstone  
Its: Chief Operating Officer

Air California Adventure, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Maya Jebb, an individual

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

David Weinsoff

David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

Law Offices of Joseph G. Maiorano

Joseph G. Maiorano  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

Michael J. Aguirre, City Attorney

By: \_\_\_\_\_  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

Lisa M. Iulianelli

Lisa M. Iulianelli  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb



IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

By: Marcia Hanscom  
Name: Marcia Hanscom  
Its: Managing Director

Air California Adventure, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

David Jebb, an individual

\_\_\_\_\_

City of San Diego

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Air California Adventure, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Maya Jebb, an individual

\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

\_\_\_\_\_  
David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

Law Offices of Joseph G. Maiorano

\_\_\_\_\_  
Joseph G. Maiorano  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

Michael J. Aguirre, City Attorney

By: \_\_\_\_\_  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

Lisa M. Iulianelli

\_\_\_\_\_  
Lisa M. Iulianelli  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

# **EXHIBIT 1**

R- 303364

RESOLUTION NUMBER R- 302749DATE OF FINAL PASSAGE JUN 27 2007

WHEREAS, the City of San Diego entered into a settlement agreement with the Plaintiffs in San Diego County Superior Court Case Number GIC861914, entitled *Coastal Law Enforcement Action Network v. City of San Diego, et al.*; and

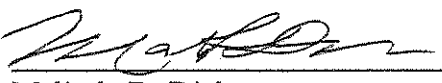
WHEREAS, the settlement agreement requires the City to

- (1) Pay the Plaintiffs \$20,000; and
- (2) Enforce the lease agreement for the Torrey Pines Gliderport, including any restoration of native vegetation required by the California Coastal Commission; and in the event City's lessee fails to comply, terminate the lease and turn off all irrigation on the property, cap all run-off pipes on the property, and obtain and comply with permits for all unpermitted structures or their removal, consistent with the requirements of the Coastal Act; and
- (3) Prepare a General Development Plan for the Torrey Pines City Park, taking into consideration the historic value of the property; and
- (4) Establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 120 days of the date of the agreement and who shall include representatives of the following Gliderport user groups: (1) paragliders, (2) hangliders, (3) sailplane gliders, and (4) radio-controlled model sailplane

gliders as well as at least two representatives from non-profit environmental groups.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized and empowered to execute, for and on behalf of the City of San Diego, as referenced in the Settlement Agreement adopted by the City Council on JUN 19, 2007.


APPROVED: MICHAEL J. AGUIRRE, City Attorney

By   
Malinda D. Dickenson  
Deputy City Attorney

MRD:ms  
Aud. Cert. AC2700764  
05/15/07  
Or.Dept: READ  
R-2007-1099

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 19 2007.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 6.27.07  
(date)

  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on June 19, 2007, by the following vote:

YEAS: PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHIN,  
FRYE, & HUESO.

NAYS: NONE.

NOT PRESENT: MADAFFER.

RECUSED: NONE.

AUTHENTICATED BY:

**JERRY SANDERS**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
RESOLUTION NO. R-302749, approved by the Mayor of The City of San Diego,  
California on June 27, 2007.

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

R- 303364



## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into and is effective as of JUN 27, 2007 (the "Effective Date"), by and between Coastal Law Enforcement Action Network, a project of the International Humanities Center, a California Charitable Trust ("CLEAN"), and the City of San Diego ("City"). CLEAN and the City are collectively referred to herein as the "Parties" and sometimes separately referred to herein as the "Party." The Parties intend by this Agreement to conclude the matters between them in the Complaint in the matter entitled *Coastal Law Enforcement Action Network v. City of San Diego et al.*, San Diego County Superior Court Case No. GIC 861914 ("CLEAN litigation").

## RECITALS

1. City owns the property located at 2800 Torrey Pines Scenic Drive, City of San Diego, California, commonly known as the "Torrey Pines Gliderport" (the "Property") (City of San Diego Assessor's Parcel No. 342-010-36) in the Torrey Pines City Park.
2. City leased the Property to Air California Adventure, LLC effective September 17, 1998 for gliderport concession, the use of non-powered aircraft, and by the general public. David Jebb was the president of Air California Adventure, LLC, and Maya Jebb was the secretary/treasurer of Air California Adventure, LLC. Air California Adventure, LLC assigned its interest in the lease to Air California Adventure, Inc. on March 20, 2000. David Jebb and Maya Jebb are the sole officers of Air California Adventure, Inc. Air California Adventure, LLC, Air California Adventure, Inc., David Jebb, and Maya Jebb are hereafter collectively referred to as "Lessees".
3. On June 7, 2004, the City issued a Notice of Violation to its Lessees, citing the violation of various laws and regulations.
4. On February 15, 2006, in response to the Notice of Violation, Lessees filed an after-the-fact permit application with the City's Development Services Department [DSD].
5. On February 27, 2006, CLEAN filed a "Complaint For Civil Penalties, Restitution, and Injunctive Relief," alleging, among other things, violations of the California Coastal Act, California Public Resources Code §§ 30000 *et seq.* ("Coastal Act") with respect to the use of the Property.
6. On May 5, 2006, DSD had completed review of the application and requested additional information from Lessees which it needed in order to continue processing the after-the fact permit application.
7. To date, Lessees have not provided the necessary information to the City.
8. On August 30, 2006, the City Attorney's Office sent a letter, attached to this Agreement as Exhibit A and incorporated herein by reference, to Lessees requiring compliance with the lease terms ("letter").

9. On January 31, 2007, the City filed a Cross-Complaint against Lessees for breaching the lease agreement and for indemnity.

10. The Parties, conditioned upon compliance with the terms and conditions set forth herein, intend by this Agreement to fully and completely resolve, waive, and perpetually extinguish all claims within the scope of the litigation as they relate to each other.

### AGREEMENT

THEREFORE, in consideration of the mutual promises and covenants made in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Actions by the City. The City shall:

- a. Enforce all of the requirements set forth in the August 30, 2006 letter from the City to Lessees, including any restoration of native vegetation required by the California Coastal Commission. In the event Lessees fail to comply with the terms and conditions of the August 30, 2006 letter, City agrees to terminate the lease with Lessees, turn off all irrigation on the Property, cap all run-off pipes on the Property, and obtain and comply with permits for all unpermitted structures or their removal from the Property, consistent with the requirements of the Coastal Act;
- b. Prepare a General Development Plan, a comprehensive City plan for the development and management of the Torrey Pines City Park in collaboration with appropriate City departments, federal, state, and regional agencies, and representatives from the public, within three years of the effective date of this Agreement, absent good cause for delay, and in no event longer than within five years, and taking into consideration the historic value of the property;
- c. Establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 120 days of the effective date of this Agreement, absent good cause for delay, and in no event longer than within six months, and who shall include representatives of the following Gliderport user groups: (1) paragliders, (2) hanggliders, (3) sailplane gliders, and (4) radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups.

2. Payment to CLEAN. Within thirty (30) days of the mutual execution of this Settlement Agreement by the Parties, City shall pay CLEAN twenty thousand dollars (\$20,000).

3. Confidentiality and Publicity. Following the mutual execution of this Agreement by the Parties, CLEAN will, in a press release or announcement concerning this Agreement, promote the benefits of the actions taken by the Parties under this Agreement.

4. Releases. The parties acknowledge that there is a risk that, subsequent to the execution of this Agreement, the parties may incur injury, loss, damage, costs, attorneys' fees, or expenses, which are in some way caused by or connected with the persons, entities, matters, and/or issues referred to herein, or which are unknown and unanticipated at the time this Agreement is executed, or which are not presently capable of being ascertained. The parties further acknowledge that there is a risk that such damages as are presently known may hereafter become more serious than the parties now anticipate. Nevertheless, the parties acknowledge that this Agreement has been negotiated and agreed upon in light of that realization. Both parties have had the benefit and advice of counsel. To the extent the above releases are effective, the parties each waive their rights under California Civil Code section 1542. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. Dismissal of Litigation. CLEAN agrees to dismiss the lawsuit with prejudice within 10 days of the execution of this Agreement.

6. Continuing Jurisdiction of the Court. The parties agree that the Court retains jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

7. Costs and Expenses. With the exception of payment to CLEAN as detailed in paragraph 2, the Parties shall bear their own costs, expenses and attorneys' fees in connection with the current CLEAN litigation, and the negotiations, drafting, and consummation of this Agreement. In the event any action or proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to the reasonable fees, out-of-pocket expenses, and costs of attorneys and experts against the non-prevailing parties, in addition to all other relief to which that party or those parties may be entitled.

8. Agreement to be Bound by Mediation. The parties agree to submit any dispute regarding the interpretation or enforcement of this Agreement to a mutually acceptable mediator. The parties agree to be bound by the decision of the mediator.

9. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and shall not be modified except by a writing executed by the Party to be bound thereby. This Agreement supersedes any written or oral agreement(s) or representations(s) that preceded or may have preceded execution of this Agreement. The Parties have not relied upon any oral representation(s) in deciding whether to enter into this Agreement.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parent companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, plaintiffs, and/or persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts. This Agreement is not intended to bind or benefit any person other than the parties hereto and their successors and assigns.

11. Interpretation and Representation by Counsel. The terms of this Agreement are the product of arms-length negotiations between the Parties and their counsel, and no provision shall be construed against the drafter thereof. All Parties mutually warrant and represent that they have been represented by counsel of their own choosing in the negotiation and drafting of this Agreement, and that they understand fully and voluntarily consent to all of the provisions herein.

12. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any disputes concerning this Agreement shall be in San Diego County, California.

13. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement. This Agreement may also be delivered by facsimile transmission and in such event all facsimile signatures shall be deemed complete for all purposes hereof.

14. Captions. Any captions to the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not are part of this Agreement, and shall not be used for the interpretation of or determination of the validity of this Agreement or any provision hereof.

15. Authorization. Each person signing this Agreement represents and warrants to the Parties and to each other that he or she is fully authorized to sign the Agreement on behalf of the Party for whom/which he or she is signing, and thereby to bind such Party to each and all of the terms of this Agreement.

16. Cooperation. The parties agree to cooperate with each other to execute such documents as reasonably necessary and to take all steps as may be reasonably necessary to accomplish the purpose of this Agreement.

17. Compromise of Disputed Claims. This Agreement is a compromise of disputed claims and shall never at any time or for any purpose be considered an admission of any liability or responsibility on the part of any person or entity, nor shall the furnishing of any consideration for the execution of this Agreement constitute or be construed as an admission of any liability whatsoever by any of the parties hereto or any other person.

18. Integration. The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the terms and conditions of this Agreement that are not fully expressed herein.

19. Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Any waiver by the City must be formally approved by the City Council. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision. This Agreement may be amended, modified or rescinded only in writing signed by all parties to this Agreement.

20. Time of Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

21. Additional Documents. The parties each agree to sign any additional documents which are reasonably necessary to carry out this Agreement or to accomplish its intent.

22. No Assignment. Each party represents and warrants that it has not assigned or transferred any claims released herein, and that it is the sole owner of that claim.

23. No Reliance On Other Party. The undersigned and each of them acknowledge and represent that they are effecting this compromise and settlement and are executing this Agreement (i) after they and their respective legal counsel had the opportunity to and did conduct an independent investigation of the relevant facts; and (ii) without relying on representation made by the other party or the other party's attorney.

24. Severability. Even if a court holds one or more parts of this Agreement ineffective, invalid, or void, all remaining provisions shall remain valid in effect unless a party's consideration materially fails as a result of the invalidity.



IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

By: Marcia Hanscom  
Name: Marcia Hanscom  
Its: Managing Director

City of San Diego

By: Jay M. Goldstone  
Name: Jay M. Goldstone  
Its: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

\_\_\_\_\_  
David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

Michael J. Aguirre, City Attorney

By: Malinda R. Dickenson  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

R- 302749

R- 303364

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

The Parties:

Coastal Law Enforcement Action Network  
A project of the International Humanities  
Center, a California Charitable Trust

City of San Diego

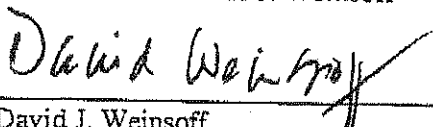
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Law Offices of David J. Weinsoff

Michael J. Aguirre, City Attorney

  
\_\_\_\_\_  
David J. Weinsoff  
Attorney for Plaintiff  
Coastal Law Enforcement Action Network

By: \_\_\_\_\_  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

R- 302749

R- 303364

# EXHIBIT A

R- 303364

MALINDA R. DICKENSON  
DEPUTY CITY ATTORNEY

OFFICE OF  
**THE CITY ATTORNEY**  
CITY OF SAN DIEGO

**MICHAEL J. AGUIRRE**  
CITY ATTORNEY

CIVIL DIVISION  
1200 THIRD AVENUE, SUITE 1100  
SAN DIEGO, CALIFORNIA 92101-4178  
TELEPHONE (619) 533-5800  
FAX (619) 533-5856

August 30, 2006

**VIA FACSIMILE (619) 461-8201  
AND U.S. MAIL**

Lisa M Iulianelli, Esq.  
3690 Avocado Village Ct #11  
La Mesa, CA 91941

*Coastal Law Enforcement Action Network v. City of San Diego, et al.*  
San Diego Superior Court Case No. GIC861914

Dear Ms. Iulianelli:

As you are aware, a Complaint has been filed against the City and your clients, Mr. David Jebb and Air California Adventure, as a result of non-permitted activities occurring at the Torrey Pines Gliderport property. The City is committed to ensuring the cessation of any illegal activity at the property and that all appropriate permits are obtained as expeditiously as possible.

In that regard, this letter is to request your clients do both of the following:

- (1) Immediately cease and desist from all the following activities:
  - (a) Allowing any overnight camping/sleeping/RV'ing on the property.
  - (b) Allowing any non-permitted signage and other non-permitted parking features to remain on the property, if their removal does not require the removal or movement of earth.
  - (c) Use of rodenticides or any other poisonous material.
  - (d) Irrigating the property.

and,

- (2) Ensure proper permits are obtained on the property by either:

R- 303364

- (a) Completing the pending City applications for discretionary permits as described in the May 5, 2006 letter from Laura C. Black, Development Project Manager, so that the City may continue to process the applications. If City discretionary permits are obtained, immediately forward the necessary information to the California Coastal Commission so that it may process the coastal development permit (CDP) application for after-the-fact authorization which has been submitted. I am informed the Coastal Commission requires that the discretionary approval process be complete before it can begin to process a CDP application.

or,

- (b) Applying to the Coastal Commission for a CDP to *remove* all non-permitted structures and piping, and to restore native vegetation.

Irrigation and construction of non-permitted improvements and piping constitutes a breach of the Lease Agreement by your clients pursuant to lease sections 1.2, 6.3, and 7.2<sup>1</sup>. Please consider this letter written notice to cure by completing (1) and (2) above, pursuant to section 4.4<sup>2</sup> of the Lease Agreement.

---

<sup>1</sup> 1.2. Uses. It is expressly agreed that the premises are leased to Flight Director/LESSEE solely and exclusively for the purposes of the operation and maintenance of the premises and buildings for a gliderport concession, the use of non-powered aircraft and the general public. The sale of hangliding and paragliding parts and accessories; radio controlled models; sailplane equipment and parts and the sale of merchandise including but not limited to apparel and food and beverage shall be limited to the existing building in its present location or for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

Section 6.3 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by Flight Director/LESSEE without prior written approval by the City Manager.

Section 7.2 Compliance with Law. Flight Director/LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at Flight Director/LESSEE's sole cost and expense. In addition, Flight Director/LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

<sup>2</sup> 4.4 Defaults and Remedies. Default. In the event that: Flight Director/LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by Flight Director/LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, and Flight Director/LESSEE shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion....Then CITY may, at its option, without further notice or demand upon Flight Director/LESSEE or upon any person claiming rights through Flight Director/LESSEE, immediately terminate this lease and all rights of Flight Director/LESSEE and of all persons claiming rights through Flight Director/LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.4(a).(1), hereinabove is not curable within thirty (30) days after notice to a Flight Director/LESSEE, CITY shall not terminate this lease pursuant to the default if Flight Director/LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

Lisa M. Iulianelli, Esq.

-3-

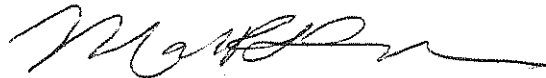
August 30, 2006

In the event your client does not cure within 30 days, please be advised the City will exercise its option to terminate the lease agreement at that time.

Thank you for your consideration and anticipated cooperation. Please do not hesitate to contact me with any questions.

Sincerely,

MICHAEL J. AGUIRRE, City Attorney



By

Malinda R. Dickenson,  
Deputy City Attorney

MDR:ms

cc David J. Weinsoff, Esq.  
Laura Black, Development Services Department  
Kristin Johnson, Real Estates Assets Department  
Melody Negrete, Neighborhood Code Compliance

R- 303364



**EXHIBIT 2**

**PROMISSORY NOTE AND PAYMENT SCHEDULE**

We, David Jebb, Maya Jebb, Air California Adventure, Inc., and Air California Adventure, LLC do hereby acknowledge our joint and several indebtedness to the City of San Diego in the principal amount of:

Twenty Thousand Dollars (\$20,000.00)

In full by January 1, 2008 or plus penalty assessment of 12% interest until paid.

If we do not pay in full by January 1, 2008, we agree to pay monthly payments of \$5,000 plus 12% interest penalty assessment, according to the following Payment Schedule:

Payment Period	Principal	Interest	Total
1. Upon execution	\$5,000	\$0	\$5,000
2. 1/1/08	\$3,200	\$1,800	\$5,000
3. 2/1/08	\$3,584	\$1,416	\$5,000
4. 3/1/08	\$4,014	\$ 986	\$5,000
5. 4/1/08	\$4,202	\$ 504	\$4,706

We shall be entitled at any time to pay in full the balance due. Such payment shall include principal plus any penalty assessment interest accrued to payment date.

Unless and until there is a default under this agreement, City shall refrain from pursuing civil litigation to collect the unpaid balance due. Should default be made in payment of any installment when due, the whole sum shall, at the option of the City, become then immediately due and payable.

It is further understood and agreed that this contract is executed only as security for the payment of the sum stated to be owed and shall not be deemed to be in lieu of payment itself.

IMPORTANT – Accounts that are on active payment plans will still be reported to the State Franchise Tax Board for offset against your State income tax return.

THIS AGREEMENT WILL ACCRUE INTEREST AT THE RATE OF 12% PER ANNUM ON THE UNPAID BALANCE. SHOULD IT BE NECESSARY FOR THE CITY OF SAN DIEGO TO INCUR LEGAL FEES IN ORDER TO ENFORCE THE TERMS OF THIS AGREEMENT, WE AGREE TO BE RESPONSIBLE FOR ALL COURT COSTS, REASONABLE ATTORNEY'S FEES, AND 10% INTEREST INCURRED OR EXPENDED BY THE CITY.

City of San Diego

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Air California Adventure, Inc.

By: \_\_\_\_\_  
Name: DAVID JEBB  
Its: DJ

David Jebb, an individual

David Jebb

Air California Adventure, LLC

By: \_\_\_\_\_  
Name: Maya Jebb  
Its: MJ

Maya Jebb, an individual

Maya Jebb

APPROVED AS TO FORM AND LEGALITY:

Michael J. Aguirre, City Attorney

By: Malinda R. Dickenson  
Malinda R. Dickenson  
Attorneys for Defendant  
City of San Diego

Law Offices of Joseph G. Maiorano

Joseph G. Maiorano 11/27/07  
Joseph G. Maiorano  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

Lisa M. Iulianelli

Lisa M. Iulianelli  
Lisa M. Iulianelli  
Attorney for Defendants  
Air California Adventure, Inc.;  
Air California Adventure, LLC;  
David Jebb; Maya Jebb

# Unpermitted structures bring legal trouble to Gliderport

By Travis Hunter  
LA JOLLA LIGHT

David Jebb has launched thousands of hanggliding and paragliding flights from his Torrey Pines Gliderport, sending San Diegans and tourists alike soaring over the coastline. Now it's the future of the Gliderport itself that is up in the air.

A forthcoming settlement between the city, which leases the land at Torrey Pines City Park to Jebb, and the Coastal Law Enforcement Action Network, a coastal preservation group, could force Jebb to remove unpermitted structures and irrigation at the site and pay legal costs for the city.

The Coastal Law Enforcement Action Network filed a lawsuit against the city because it allowed Jebb to develop the site with an 800-square-foot trailer, a kitchen, concession stand, bathroom and an observatory deck constructed atop two shipping containers without coastal development permits. The structures have been present since the 1980s. The suit also said that Jebb had introduced non-native vegetation to the area, posing a risk to the coastal bluff.

Jebb said that he filed for permits for the structures before he constructed them, but that the city never approved nor denied them. Under the city's settlement agreement with the Coastal Law Enforcement Action Network, Jebb would be required to file the applications again.

The vegetation and irrigation at the site has also been at issue. Jebb said he has already removed his irrigation systems, but he is not happy about it.



Bill Armstrong

Employees of the Torrey Pines Gliderport tear up their sprinkler system after a lawsuit was filed against the city for unpermitted changes to the coastal public land where the Gliderport sits.

"They're asking us to turn it into a dirt pit," he said.

Marcia Hanscom of the Coastal Law Enforcement Action Network called Jebb a "rogue lessee" and said the California Coastal Commission shares her concerns about Jebb's irrigation at the site.

"The bluffs are considered extremely important ecological areas," Hanscom said. "There are bluffs that have been subject to inundation that have failed and fallen into the ocean. We and the Coastal Commission share the concern that he has got to stop irrigating this land."

Jebb said that the grass at his site has actually helped the bluff erode to a lesser degree than those in the surrounding areas. He also said that the landscaping was a matter of safety at the Gliderport, an 8.5-acre site at 2800 Torrey Pines Scenic Drive from which more than 25,000 flights have been launched in the last 10 years.

"I think it's ridiculous," Jebb said. "If we let the grass die, it's going to end up turning into

ruts like the rest of the surrounding areas that are not planted. (Before the landscaping was installed) a lot of guys were breaking ankles and legs landing in these holes and ruts. We don't have those kinds of injuries anymore."

The Coastal Law Enforcement Action Network has also sought to stop the poisoning of squirrels at the Gliderport site. As part of its settlement with the city, the group has asked that the city assign someone from the Parks and Recreation department to more closely oversee the use of Torrey Pines City Park.

"This is public land," Hanscom said. "The city needs to be more protective of its responsibility to manage it."

The city agreed to pay \$20,000 of the group's legal fees as part of the settlement, then filed a cross-complaint against Jebb, seeking to force him to comply with the terms of the agreement and pay the fees. Jebb said he had agreed to pay more than \$20,000.

Jebb will also have to go through the permitting process for most of the structures on his site. If the permits are not approved, the structures will have to come down.

Hanscom said the city has allowed Jebb to go too far in developing the site.

"The city has really privatized this public park," she said. "He's got a pretty significant business there that he keeps expanding. At first it was just a snack shop. It's amazing, the city gets nothing out of having him running it without any permits."

Jebb's lease with the city is up next year. Hanscom said she hoped the city would look into changing the lease at the site.

"We will advise the city when the lease runs out to rethink it," she said.

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## Chateau La Jolla Inn Celebrates Remodeling

Chateau La Jolla Inn, the residential community for active adults, celebrates the completion of an extensive remodeling of its public area spaces including Le Salon, Potpourri Room, Game Room, Reception Lobby and Lounge areas. Interior designer Tricia Craven Worley, A.S.I.D. of Pt. Loma was inspired by the Chateau's close proximity to the beach to create what she describes as a "Coastal Chateau" look. The Potpourri Room's new look has proven particularly popular with the residents. "I have always thought of the Potpourri Room as the resident's den," says Worley, and now with comfortable seating, fine mahogany furnishings and a 50-inch high definition television, the residents can enjoy the Chateau's many activities in comfort and style.

The varied services offered by Chateau La Jolla Inn make living in La Jolla as carefree and convenient as you want with 24-hour concierge, weekly housekeeping, hotel-style dining, complimentary breakfast buffet, kitchenettes in every apartment, complimentary around town transportation and emergency call system.

When prospective residents compare the many features of the Chateau lifestyle, they are amazed by the reasonable prices and pleasantly surprised to learn that living at Chateau La Jolla Inn requires no buy-in expenses or entrance fees! What Chateau La Jolla Inn does offer is flexibility and peace of mind with seasonal, annual and

even multiple year leases. Chateau La Jolla Inn has served the senior community since 1974, and with our new look, we plan to be around for many more years, says Dave Higginbottom, Managing Director.

The staff of Chateau La Jolla Inn will celebrate their new look, by holding a Labor Day open house and "Country Carnival" with refreshments and fun activities for all, on Monday September 3, from 10:00am until 3:00pm. Chateau La Jolla Inn is located at 235 Prospect Street, La Jolla. Call Rebecca Benoit at the Chateau for information and reservations. (858) 459-4451.  
www.chateaulajollainn.com



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## Wallace, Mary Ann

---

**From:** David Jebb <davidj@flytorrey.com>  
**Sent:** Monday, November 24, 2008 1:19 PM  
**To:** Mayor, Office of the  
**Cc:** Young, Anthony; Hueso, Councilmember Ben; Maienschein, Councilmember; SDAT City Attorney; Frye, Donna; Madaffer, Councilmember Jim; Faulconer, Council Member Kevin; Peters, Councilmember Scott; davidj@flytorrey.com; LoMedico, Stacey  
**Subject:** Mayor Sanders - A Call for Action

Mayor Sanders and friends:

Bob Kuczewski is continuing his non-stop campaign to have his suspension appealed so that he can return to the Gliderport. It is clearly a case of his not taking responsibility for his past actions -- but rather complaining to enough people in hopes that he might get them to apply pressure on Gliderport management to rescind his suspension. He has declined mediation with the Soaring Council and myself in our effort to resolve his issues! He has attended more than an dozen Soaring Council meetings and the TOTAL flight community including representatives from the radio control clubs (three clubs), San Diego Hangliding and Paragliding Association, the National Organization United States Hangliding and Paragliding Association) Regional Directors (three Southern California Directors), the Southern California Sailplane representatives and the Torrey Pines Soaring Council have all rejected his claims for reinstatement.

For the past several months Bob Kuczewski has parked his vehicle and stood outside the Gliderport entrance complaining to each and every pilot entering or exiting the Gliderport property. Even though he is not technically on Gliderport property, his actions continue to be negative and disruptive to our business. The majority of users would rather not have him on the property since the vast majority of users see his actions as harmful to the site and the flying community.

I have personally attempted to resolve issues with Mr. Kuczewski in the past however this has proven unsuccessful due to his illogical and pathological behavior. If anyone has further questions, please feel free to contact me.

Thank you,

David Jebb, B.S, M.B.A.  
Flight Director, General Manager  
2800 Torrey Pines Scenic Drive  
San Diego, CA 92037  
858-452-9858

[www.flytorrey.com](http://www.flytorrey.com)  
[www.thethirteenthtimezone.com](http://www.thethirteenthtimezone.com)

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]

Sent: Monday, November 24, 2008 1:13 PM

To: jerrysanders@san Diego.gov

Cc: Michelle Abella-Shon; Ginny Barnes; anthonyyoung@san Diego.gov; Atkins, Councilmember; benhueso@san Diego.gov; bmaienschein@san Diego.gov; cityattorney@san Diego.gov; donnafrye@san Diego.gov; jmadaffer@san Diego.gov; kevinfaulconer@san Diego.gov; scottpeters@san Diego.gov; LoMedico, Stacey; davidj@flytorrey.com

Subject: Mayor Sanders - A Call for Action

Mayor Sanders,

cc/bcc to City Council, City Attorney, David Jebb, and others,

I have written numerous requests asking for a written statement from David Jebb (who operates the Torrey Pines Gliderport) as to why he is banning certain individuals (including myself) from flying at the Gliderport and from being on the Gliderport property.

I have not gotten any satisfactory response from Mr. Jebb.

I have made similar requests both in person and via email to the appropriate departments which are under your oversight (most notably, Real Estate Assets and Parks and Recreation). Again, I have not gotten a satisfactory response.

It is clear to me, from my own first hand experience, that Mr.

Jebb cannot provide a written reason for these abuses because he does not have one. In all of these cases, he lost his temper without cause and made statements that he cannot back up with facts. And in the process of avoiding the responsibility for his actions, he is dragging City staff members and volunteers into the indefensible position of denying due process to the public.

He is dragging you, Mayor Sanders, into the indefensible position of denying due process to the public. This kind of cancerous behavior cannot be tolerated or it will ultimately corrupt the entire City government. You may know Mr. Jebb from your time with the Police Department, and you may have had some degree of respect for him in that capacity. But his actions at the Torrey Pines Gliderport threaten to bring shame and dishonor to you and the City if they are not corrected immediately.

Mayor Sanders, I believe you are ultimately responsible for the actions of the departments, boards, and employees under your management. I am therefore placing the responsibility for this lack of action by your departments on your desk. If this has simply been an innocent oversight, then I expect that it will be corrected quickly now that you are aware of the problem. Otherwise, I will be forced to conclude that this lack of action by your administration has been conducted with your direct knowledge and approval. I hope that is not the case, and I look forward to a speedy resolution of this matter.

Sincerely,

Bob Kuczewski

858-204-7499

## Wallace, Mary Ann

---

**From:** SDAT City Attorney  
**Sent:** Tuesday, February 8, 2011 12:52 PM  
**To:** Bob Kuczewski  
**Cc:** Lightner, Councilmember Sherri; Young, Anthony; Zapf, Lorie; Ken Baier  
**Subject:** RE: CLEAN Settlement  
**Attachments:** R-303300.pdf

Dear Mr. Kuczewski,

The resolution creating the Torrey Pines City Park Advisory Board requires that the Board to be terminated once its advisory purpose is complete. The City Council established the Board under City Charter section 43(b), which authorizes the creation of temporary citizen committees only for the purpose of advising on questions with clearly defined objectives. Here, the Board's role is limited to overseeing and approving the General Development Plan, and does not include overseeing the management and operations of the Gliderport. Consistent with the settlement agreement, the resolution states that "upon the Park and Recreation Board's vote on the final General Development Plan, the Board shall dissolve." As the Board has taken its final vote on the General Development Plan, its objective has been served. The Resolution of the City Council of the City of San Diego Establishing a Torrey Pines Park Advisory Board is attached hereto.

Sincerely,  
Gina Coburn

---

**From:** Bob Kuczewski [mailto:bobkuczewski@gmail.com]  
**Sent:** Thursday, February 03, 2011 7:31 PM  
**To:** SDAT City Attorney  
**Cc:** Lightner, Councilmember Sherri; Young, Anthony; Zapf, Lorie; Ken Baier  
**Subject:** RE: CLEAN Settlement

Hello Ms. Coburn (cc/bcc to others),

Thanks very much for your reply.

The settlement agreement states that the City shall:

"Establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 120 days of the effective date of this Agreement, absent good cause for delay, and in no event longer than within six months, and who shall include representatives of the following Gliderport user groups: (1) paragliders, (2) hanggliders, (3) sailplane gliders, and (4) radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups."

That's the full text of that clause.



Just so we're all clear, is it the City Attorney's position that the terms of this agreement would have been met if the Board were established and then dissolved in the same day? The same week? The same month? How long should the parties have expected the City to comply with that particular condition? In other words, how long should the parties expect the City to abide by the terms of the agreement?

I am asking because it seems to me that a "reasonable person" reading the terms of that agreement would naturally expect the Torrey Pines City Park Advisory Board to provide advisement on the subject property for as long as the property exists - just as the many other Boards and Commissions do for other City parks and properties. Is the City Attorney's office advising the City differently?

For example, I have included a current list from the City's web site (below). I would like to know which of these have only been allowed to meet for less than 2 years before being dissolved.

Finally, I am sorry to have to ask these questions, but the City was sued because it was not providing proper oversight at that park. Indeed, the City does not - even today - have the required experts to provide that oversight. The terms of the settlement agreement seem to be targeted at correcting that deficiency by providing experts from the community so the City is not sued again. Am I misunderstanding the terms of that agreement?

Thanks in advance,  
Bob Kuczewski

=====

List of Boards and Commissions from the San Diego City Web site:

[Arts and Culture, Commission for](#)  
[Audit Committee](#)  
[Balboa Park Committee](#)  
[Board of Building Appeals and Advisors](#)[Centre City Development Corporation, Inc. \(CCDC\)](#)  
[Citizens' Revenue Review and Economic Competitiveness Commission](#)  
[Citizens' Review Board on Police Practices](#)  
[Citizens' Equal Opportunity Commission](#)  
[Civil Service Commission](#)  
[Community Forest Advisory Board](#)  
[Consolidated Plan Advisory Board](#)  
[Convention Center Corporation, Inc. \(San Diego\)](#)  
[Data Processing Corp. Board of Directors, San Diego \(SDDPC\)](#)  
[Ethics Commission](#)  
[Funds Commission](#)  
[Gang Prevention and Intervention, Commission on](#)  
[Historical Resources Board](#)

[Horton Plaza Theatres Foundation](#)  
[Housing Advisory and Appeals Board](#)  
[Housing Commission, San Diego](#)  
[Human Relations Commission](#)  
[Independent Rates Oversight Committee \(IROC\)](#)  
[International Affairs Board](#)  
[La Jolla Shores Planned District Advisory Board](#)  
[Library Commissioners, Board of](#)  
[Managed Competition Independent Review Board \(MCIRB\)](#)  
[Medical Marijuana Task Force Committee](#)  
[Mission Bay Park Committee](#)  
[Old Town San Diego Planned District Design Review Board](#)  
[Park and Recreation Board](#)  
[Parking Advisory Board](#)  
[Planning Commission](#)  
[Port District, San Diego Unified \(Board of Commissioners\)](#)  
[Public Facilities Financing Authority](#)  
[Qualcomm Stadium Advisory Board](#)  
[Redistricting Commission](#)  
[Relocation Appeals Board](#)  
[Retirement System, City Employees Board of Administration \(SDCERS\)](#)  
[Senior Affairs Advisory Board](#)  
[Small Business Advisory Board](#)  
[Solid Waste Local Enforcement Agency Hearing \(LEAH\)](#)  
[Southeastern Economic Development Corporation, Board of Directors \(SEDC\)](#)  
[Sustainable Energy Advisory Board](#)  
[Torrey Pines City Park Advisory Board](#)  
[Water Authority Board, County of San Diego](#)  
[Wetlands Advisory Board](#)  
[Youth Commission](#)

-----Original Message-----

**From:** SDAT City Attorney <[CityAttorney@sanidiego.gov](mailto:CityAttorney@sanidiego.gov)>

**To:** Bob Kuczewski <[bobkuczewski@gmail.com](mailto:bobkuczewski@gmail.com)>

**Cc:** Lightner, Councilmember Sherri <[SherriLightner@sanidiego.gov](mailto:SherriLightner@sanidiego.gov)>, Young, Anthony <[AnthonyYoung@sanidiego.gov](mailto:AnthonyYoung@sanidiego.gov)>, Zapf, Lorie <[LZapf@sanidiego.gov](mailto:LZapf@sanidiego.gov)>, Ken Baier <[airjunkies@sbcglobal.net](mailto:airjunkies@sbcglobal.net)>

**Subject:** RE: CLEAN Settlement

**Date:** Thu, 3 Feb 2011 16:23:53 -0800

Dear Mr. Kuczewski,

Thank you for your email to the San Diego City Attorney's Office.

In regards to your questions below, the terms of the June 27, 2007 settlement agreement do not require CLEAN's consent to dissolve the Torrey Pines City Park Advisory Board. Additionally, those persons at CLEAN with knowledge of the settlement agreement are David Wiensoff, David Jebb, Maya Jebb and Marcia Hanscon. The City does not have their contact information.

Sincerely,

Gina Coburn

Communications Director

**From:** Bob Kuczewski [mailto:bobkuczewski@gmail.com]  
**Sent:** Tuesday, February 01, 2011 7:29 PM  
**To:** SDAT City Attorney  
**Cc:** Lightner, Councilmember Sherri; Young, Anthony; Zapf, Lorie; Ken Baier  
**Subject:** CLEAN Settlement

City Attorney's Office (cc/bcc Sherri Lightner and others),

Councilmember Lightner (or her staff) wrote to me earlier today:

*"Responding to your additional concern, I contacted the City Attorney's office, who advised me that the City is in compliance with the settlement agreement with CLEAN. If you have any additional questions related to the settlement agreement with CLEAN, please contact the City Attorney's office directly at (619) 236-6220 or [cityattorney@sandiego.gov](mailto:cityattorney@sandiego.gov)."*

In compliance with Ms. Lightner's request, I am asking the City Attorney's office about whether or not CLEAN has agreed to have the Torrey Pines City Park Advisory Board terminated after less than two years of active service. I would also like the full current contact information for anyone in CLEAN who could verify such agreement.

Thanks in advance,  
Bob Kuczewski

=====  
**From:** Lightner, Councilmember Sherri <[SherriLightner@sandiego.gov](mailto:SherriLightner@sandiego.gov)>  
**To:** bobkuczewski@gmail.com <[bobkuczewski@gmail.com](mailto:bobkuczewski@gmail.com)>  
**Subject:** Torrey Pines City Park Advsiory Board  
**Date:** Tue, 1 Feb 2011 09:22:43 -0800

Dear Mr. Kuczewski,

Thank you for contacting our office regarding Torrey Pines City Park.

I know that you want the Torrey Pines City Park Advisory Board (TPCPAB) to be continued indefinitely to (A) oversee safety and management at the park and (B) oversee stewardship of the park and (C) provide a venue to discuss past conflicts. I also know that you have concerns about the City's compliance with a June 27, 2007 settlement agreement with

CLEAN.

The establishing ordinance for the TPCPAB (attached) states:

"In accordance with San Diego City Charter section 43(b), the Mayor or City Council may create and establish temporary citizen committees for the sole purpose of advising on questions with clearly defined objectives and which shall be dissolved upon completion of the objective for which they were created...

Pursuant to City Charter section 43(b), the Torrey Pines City Park Advisory Board will have the following defined objective: To serve in an advisory capacity to provide input to the Park and Recreation Board on the General Development Plan for Torrey Pines City Park [GDP], in compliance with Council Policy 600-33, 'Community Input for Park Projects.'"

It goes on to state:

"Be it further resolved, that upon the Park and Recreation Board's vote on the final General Development Plan, the board shall dissolve."

The defined objective of the TPCPAB does not include A, B, or C, above. The TPCPAB was not established to continue indefinitely. Furthermore, the TPCPAB has not made any indication that they desire to either continue indefinitely or address A, B or C, above.

Responding to your additional concern, I contacted the City Attorney's office, who advised me that the City is in compliance with the settlement agreement with CLEAN. If you have any additional questions related to the settlement agreement with CLEAN, please contact the City Attorney's office directly at (619) 236-6220 or [cityattorney@sandiego.gov](mailto:cityattorney@sandiego.gov).

I have encouraged interested members of the community to consider formation of a private "Friends of Torrey Pines City Park" to solicit donations for the park. I also envision a future, City sanctioned group associated with the park that advises the Park & Rec department on TPCP issues. The make-up of that group and how it operates should be the subject of future discussion. The best way to get started on this sort of discussion is a public meeting where all interested parties can be a part of the conversation. Currently, when the type of environmental document needed for the GDP is unknown, and when the timeline for the GDP's completion is also unknown, such a meeting would be premature. However, I look forward to your participation in a future meeting.

Thank you for your interest.

Sincerely,

Sherri S. Lightner

## Wallace, Mary Ann

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**From:** Calloway, Patricia  
**Sent:** Friday, October 18, 2013 1:13 PM  
**To:** Henson, Barbara  
**Subject:** RE: major problem at the gliderport

Thanks Barbara!

-----Original Message-----

From: Henson, Barbara  
Sent: Friday, October 18, 2013 12:28 PM  
To: robinm@flytorrey.com  
Cc: Calloway, Patricia; Chase, Molly  
Subject: major problem at the gliderport

Good Afternoon Robin,

I hope this email finds you well, and I appreciate your patience during the scheduling process. Interim Mayor Gloria greatly appreciates the opportunity to meet with you and discuss the gliderport issue, however, due to an overloaded schedule he is unable to meet with you at this time.

As he is unavailable, he would like you to meet with Jamie Fox, Chief of Staff, and Molly Chase, Director of Protocol. I have cc'd Pat Dewar, Executive Assistant to Jamie Fox, and you can work directly with her to schedule your meeting with Jamie and Molly. If you have any questions, or if I can be of further assistance, please don't hesitate to contact me.

Thank you for your understanding and have a great weekend!

Kind Regards,

Barbara Henson

Deputy Director of Scheduling  
Interim Mayor Todd Gloria  
City of San Diego  
202 C Street, 11th Floor  
San Diego, CA 92101  
(619) 236-7056

-----Original Message-----

From: robinm@flytorrey.com [mailto:robinm@flytorrey.com]  
Sent: Tuesday, October 15, 2013 12:16 PM  
To: Councilmember Todd Gloria  
Cc: Porras, Michelle  
Subject: major problem at the gliderport

Hello Todd hope everything is well with you and your family.

This is Robin Marien, Flight Director at the Torrey Pines Gliderport, It is imperative that i speak with you about

an on going major problem here at the Gliderport and at the City Council.

Look forward to meeting you

A.S.A.P

Robin Marien

Flight Director

Torrey Pines Gliderport  
(858)4529858



## Wallace, Mary Ann

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**From:** Hoover, Janie  
**Sent:** Friday, October 18, 2013 4:00 PM  
**To:** robinm@flytorrey.com  
**Subject:** RE: Major problem at the Gliderport

Good Afternoon,

The following dates and times are available for a 30 minute meeting, here in our office:

Friday, October 25 @ 2:30pm or 3pm  
Friday, November 1 @ 10:30am or 11am  
Monday, November 4 @ 10am or 10:30am  
Wednesday, November 6 @ 2pm, 2:30pm or 3:30pm

Please let me know if any of these work with your schedule, or if additional dates and times in the following weeks are needed.

Best regards,

Janie Hoover  
Director of Office Administration  
Office of Council President Pro Tem Sherri S. Lightner First District, City of San Diego  
202 C Street, MS 10A  
San Diego, CA 92101  
jmhoover@sandiego.gov  
P: (619) 236-6611  
F: (619) 236-6999

Follow Sherri on Facebook!

Disclosure: This email is public information. Correspondence to and from this email address is recorded and may be viewed by third parties and the public upon request.

-----Original Message-----

From: Hoover, Janie  
Sent: Wednesday, October 16, 2013 11:36 AM  
To: 'robinm@flytorrey.com'  
Subject: RE: Major problem at the Gliderport

Hi Robin,

Thank you for your email. I will follow up with Councilmember Lightner and get back to you as soon as possible.

Best regards,

Janie Hoover  
Director of Office Administration  
Office of Council President Pro Tem Sherri S. Lightner First District, City of San Diego

202 C Street, MS 10A  
San Diego, CA 92101  
jmhoover@sandiego.gov  
P: (619) 236-6611  
F: (619) 236-6999

Follow Sherri on Facebook!

Disclosure: This email is public information. Correspondence to and from this email address is recorded and may be viewed by third parties and the public upon request.

-----Original Message-----

From: robinm@flytorrey.com [mailto:robinm@flytorrey.com]  
Sent: Tuesday, October 15, 2013 12:13 PM  
To: Lightner, Councilmember Sherri  
Cc: Hoover, Janie  
Subject: Major problem at the Gliderport

Hello Sherri hope everything is well with you and your family.

This is Robin Marien, Flight Director at the Torrey Pines Gliderport, It is imperative that i speak with you about an on going major problem here at the Gliderport and at the City Council.

Look forward to meeting you

A.S.A.P

Robin Marien

Flight Director

Torrey Pines Gliderport  
(858) 4529858

## Wallace, Mary Ann

---

**From:** Bob Kuczewski <bobk@bluebottle.com>  
**Sent:** Tuesday, July 22, 2008 11:50 AM  
**To:** davidj@flytorrey.com  
**Cc:** LoMedico, Stacey; Atkins, Councilmember; Peters, Councilmember Scott; Faulconer, Council Member Kevin; Madaffer, Councilmember Jim; Mayor, Office of the; Frye, Donna; Maienschein, Councilmember; Hueso, Councilmember Ben; Young, Anthony; Aguirre, Michael  
**Subject:** Re: Request for Written Documentation of Suspension

Mr. Jebb,  
Public Copy to San Diego City Government,  
Private Copy to USHPA and other Observers,

I know that you would like this issue to go away, but it will not as long as you are barring qualified pilots from flying at the Torrey Pines City Park with no written reason and no recourse for justice.

The first sentence of your response implies that you suspended myself (for one year) and David Beardslee (for life) because of "serious safety violations". If that's the case, then please put them in writing.

Mr. Jebb, this is not rocket science. You have banned two pilots and they deserve to know why. You know that you have no reason for these bans and that they were imposed because you lost your temper in both cases. This is not acceptable behavior for a lessee of a City Park. Now my advice is to simply admit that you made a mistake and offer to correct it.

This is my 8th request for a written reason why I have been banned from flying at the Torrey Pines Gliderport or from being on that property. I don't think I need to be an attorney to ask the same for David Beardslee. I will add that you have certainly suspended more than 2 people in 12 years. I don't wish to call you a liar, but you may have forgotten some of the people and entire clubs that you have suspended in the past. Your lack of memory in this area is troubling at best.

Bob Kuczewski

----- Original Message -----

From: "David Jebb" <davidj@flytorrey.com>  
To: "'Bob Kuczewski'" <bobk@bluebottle.com>  
Sent: Tuesday, July 22, 2008 10:13 AM  
Subject: Request for Written Documentation of Suspension

Bob:

In twelve years I have suspended two people for serious safety violations. My job is protecting the City of San Diego and my company from potential liability issues. Bob you know very well why you were suspended. You are not David Beardslee's attorney, so I suggest you have him contact me. Otherwise your lack of taking personal responsibility for blatantly disregarding site rules and creating problems for our San Diego City Lifeguards just demonstrates to me that your suspension was justified.

I have asked you in the past to STOP your never ending emails directed at me on this subject. So please once again, let this issue rest!

David Jebb  
Flight Director - Master Instructor  
Torrey Pines Gliderport  
2800 Torrey Pines Scenic Drive  
San Diego, CA 92037  
1-858-452-ZULU (9858)  
1-877-FLY TEAM (359-8326)

www.flytorrey.com  
www.thethirteenthtimezone.com

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]

Sent: Monday, July 21, 2008 2:34 PM

To: davidj@flytorrey.com

Cc: Michael J. Aguirre; anthonyyoung@sandiego.gov; benhueso@sandiego.gov; bmaienschein@sandiego.gov; donnafrye@sandiego.gov; jerrysanders@sandiego.gov; jmadaffer@sandiego.gov; kevinfaulconer@sandiego.gov; scottpeters@sandiego.gov; toniatkins@sandiego.gov; LoMedico, Stacey

Subject: Re: Request for Written Documentation of Suspension

Mr. Jebb,  
Public Copy to San Diego City Government,  
Private Copy to USHPA and other Observers,

This is my 7th request for a written reason why you have banned me from flying at the Torrey Pines Gliderport or from being on the Torrey Pines Gliderport property for a period of one year.

As I have mentioned before (see message history below), I believe your actions represent multiple violations of your lease. Furthermore, your continued abuse of pilots who fly at the Gliderport is not in keeping with your position as Regional Director of USHPA. I believe that these actions will not continue to be tolerated by the people who use the Torrey Pines Gliderport nor by the people you claim to represent through your position at USHPA.

Therefore, I am asking once again that you either provide a written reason for my suspension or that you withdraw it immediately. I ask that you do the same for David Beardslee.

Sincerely,  
Bob Kuczewski

----- Original Message -----

From: "Bob Kuczewski" <bobk@bluebottle.com>

To: <davidj@flytorrey.com>

Cc: "Rob Sporrer" <rob@paraglide.com>; "Brad Hall" <brad.reg3@gmail.com>; "Cindy Brickner" <cindyb@caracolesoaring.com>; "Ed Slater"

<Edward.Slater@sdcounty.ca.gov>; "edward slater" <ejs044@cox.net>; "Gary Fogel" <gfogel@natural-selection.com>; "Jim Wright"

<jmwright402@sbcglobal.net>; "Joe Holtzman" <joeholtzman@cox.net>; "Mike Lance" <mike.lance@cobrausa.com>

Sent: Sunday, May 18, 2008 12:41 PM

Subject: Request for Written Documentation of Suspension

Mr. Jebb (cc/bcc others),

In your recent message you stated that I "know perfectly well" why I was expelled from the Gliderport. I think that is true. I think I was expelled because in the last 18 months:

- I have written many letters requesting fairness for all.
- I have revived the Torrey Pines Soaring Council.
- I have defended people who have been abused.
- I have observed many violations of your lease.
- I have informed USHPA of your unfair practices.
- I have informed the City of your unfair practices.
- I have urged the City to implement the Advisory Board.
- I started the Torrey Hawks to bring pilots together for fairness.
- With every visit to the Gliderport, I gather more support for change.

Yes, I know of many reasons why you have suspended me from being at the Gliderport ... but none of them sound very good to anyone who might be listening. And none of them are justification to ban me from the use of a City Park. That's what I know perfectly well ... and everyone else does too.

So far, I have made 5 written requests for one written statement describing why I have been suspended. I am waiting - along with everyone else - for your answer.

Bob Kuczewski

----- Original Message -----

From: "Bob Kuczewski" <bobk@bluebottle.com <mailto:bobk@bluebottle.com>  
To: <davidj@flytorrey.com <mailto:davidj@flytorrey.com>  
Cc: "Rob Sporrer" <rob@paraglide.com <mailto:rob@paraglide.com>; "Brad Hall" <brad.reg3@gmail.com <mailto:brad.reg3@gmail.com>; "Cindy Brickner" <cindyb@caracolesoaring.com <mailto:cindyb@caracolesoaring.com>; "Ed Slater" <Edward.Slater@sdcounty.ca.gov <mailto:Edward.Slater@sdcounty.ca.gov>; "edward slater" <ejs044@cox.net <mailto:ejs044@cox.net>; "Gary Fogel" <gfogel@natural-selection.com <mailto:gfogel@natural-selection.com>; "Jim Wright" <jmwright402@sbcglobal.net <mailto:jmwright402@sbcglobal.net>; "Joe Holtzman" <joeholtzman@cox.net <mailto:joeholtzman@cox.net>; "Mike Lance" <mike.lance@cobrausa.com <mailto:mike.lance@cobrausa.com>  
Sent: Sunday, May 18, 2008 10:59 AM  
Subject: Re: Torrey Pines Gliderport

Mr. Jebb (cc/bcc to others),

I do not wish to engage in name-calling or harassment, and I will overlook - for now - the factual misrepresentations in your most recent response (included below).

I am only asking for a simple written statement as to why I have been suspended from flying at the Gliderport or from being on the Gliderport property for one year. This is not an unreasonable request, and I suspect that many people reading these messages may be wondering why you are so unwilling to provide an answer.

This is my fifth request: Please send me a written reason for my one-year suspension from the Torrey Pines Gliderport.

Bob Kuczewski

----- Original Message -----

From: "David Jebb" <davidj@flytorrey.com <mailto:davidj@flytorrey.com>

To: "'Bob Kuczewski'" <bobk@bluebottle.com <mailto:bobk@bluebottle.com>

Sent: Sunday, May 18, 2008 9:29 AM

Subject: Torrey Pines Gliderport

Bob:

I am growing tired of your harassing emails. You know perfectly well why you were expelled from the Gliderport. I spent at least five minutes explaining your unacceptable behavior and asked you to immediately leave the Gliderport premises. One of my instructors spent one and one-half hours talking with you attempting to explain and reason with you the consequence of your actions prior to the San Diego Police Department's arrival at my request after you refused to leave the property. Since you were not arrested I have no obligation to write you anything, especially since you have a perverted and twisted every other document which has previously been sent to you. I have had enough of your psychotic behavior. Just realize that if you set foot on the property anytime before your suspension is up there will be further repercussions.

David Jebb, B.S. M.B.A.  
Flight Director  
Torrey Pines Gliderport  
2800 Torrey Pines Scenic Drive  
San Diego, CA 92037  
Phone: 1-858-452-9858

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<<http://www.thethirteenthtimezone.com>>

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]

Sent: Saturday, May 17, 2008 8:52 PM

To: davidj@flytorrey.com <mailto:davidj@flytorrey.com>

Cc: Mike Lance; Joe Holtzman; Jim Wright; Gary Fogel; edward slater; Ed Slater; Cindy Brickner; Brad Hall; Rob Sporrer

Subject: Request for Written Documentation of Suspension

Mr. David Jebb (cc/bcc to others),

This is my fourth request (see below) for a written reason why I have been suspended from flying at the Torrey Pines Gliderport for one year and banned from being on the Torrey Pines City Park for one year. As I mentioned before, I believe this is a violation of your lease and it reflects poorly on your position as a USHPA Regional Director. Please take a few moments to let myself - and everyone else on this list - know why you have suspended my flying privileges and banned me from being on the property.

Sincerely,  
Bob Kuczewski

----- Original Message -----

From: "Bob Kuczewski" <bobk@bluebottle.com <mailto:bobk@bluebottle.com>

To: <davidj@flytorrey.com <mailto:davidj@flytorrey.com>

Sent: Thursday, May 08, 2008 12:30 PM

Subject: Re: Request for Written Documentation of Suspension

Mr. David Jebb,



with public copy to USHPA Executive Committee, with public copy to San Diego City Attorney's Offices, with public copy to San Diego City Council Offices, with public copy to Torrey Pines Soaring Council, with public copy to the Mayor's Office, with private copy to all others,

This is my third request (see below) for a written reason as to why you have banned me from flying at the Torrey Pines Gliderport and for being on that property - which is part of the Torrey Pines City Park - for a period of one year.

I have examined your lease and I believe your recent actions on April 11th of 2008, and April 18th of 2008 constitute violations of your lease according to sections 1.2, 1.6, 1.7, 1.10, 7.2, 7.15, and 8.3. At this time I am asking you to either provide credible reasons for your actions or to cease and desist from barring myself and other pilots (including, but not limited to, David Beardslee) from flying at the Gliderport without written notification of the reasons and a written description of an appeals process. As a former police officer, you are surely aware of the many reasons why citations and other legal documents are issued in writing, and why all citizens are given a chance to appeal any such accusations in a fair and impartial forum.

Please respond in a timely manner and to everyone on the public portion of this message.

Thank you for your cooperation,  
Bob Kuczewski

NOTE: I apologize to everyone on this wide distribution list, but Mr. Jebb's repeated refusal to provide any fairness or due process has compelled me to include you in this message.

----- Original Message -----

From: "Bob K." <bobk@bluebottle.com <mailto:bobk@bluebottle.com>

To: <davidj@flytorrey.com <mailto:davidj@flytorrey.com>

Cc: <richhass@comcast.net <mailto:richhass@comcast.net>; <mgforbes@mindspring.com

<mailto:mgforbes@mindspring.com>; <parariss@yahoo.com <mailto:parariss@yahoo.com>; <lisa@lisatateglass.com

<mailto:lisa@lisatateglass.com>; <paul.montville@ushpa.aero <mailto:paul.montville@ushpa.aero>;

"Lisa Tate" <lisa@soaringdreamsart.com <mailto:lisa@soaringdreamsart.com>;

"Ernie Camacho"

<ernie@twirlonup.com <mailto:ernie@twirlonup.com>; "Rob Sporrer"

<rob@paraglide.com <mailto:rob@paraglide.com>

Sent: Wednesday, April 30, 2008 3:06 PM

Subject: Re: Request for Written Documentation of Suspension

Mr. Jebb,  
with public copy to USHPA Executive Committee, and private copy to others,

Thank you for your response. However, I am asking for a written statement detailing the reasons for my suspension. As a former policeman, you are certainly aware of the many reasons why citations and other legal documents are given in writing and not issued verbally. If you are going to suspend my flying privileges for one year, you can surely take a few seconds to write down your reasons so there can be no misunderstanding as to your claims and the bounds of this suspension.

Also, since you referenced the members of your staff, could you please include their names and contact information as well.

Thank you for your cooperation.

Sincerely,  
Bob Kuczewski  
USHPA #81898

----- Original Message -----

From: "David Jebb" <davidj@flytorrey.com <mailto:davidj@flytorrey.com>  
To: "'Bob K.'" <bobk@bluebottle.com <mailto:bobk@bluebottle.com>  
Sent: Wednesday, April 30, 2008 11:53 AM  
Subject: RE: Request for Written Documentation of Suspension

Bob:

The facts of your suspension were thoroughly explained to you on April 18th as witnessed by Torrey Staff.

David Jebb  
Flight Director - Master Instructor  
Torrey Pines Gliderport  
2800 Torrey Pines Scenic Drive  
San Diego, CA 92037  
1-858-452-ZULU (9858)  
1-877-FLY TEAM (359-8326)

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-----Original Message-----

From: Bob K. [mailto:bobk@bluebottle.com]  
Sent: Monday, April 28, 2008 10:13 PM  
To: davidj@flytorrey.com <mailto:davidj@flytorrey.com>  
Cc: Rob Sporrer; Ernie Camacho; Lisa Tate; paul.montville@ushpa.aero <mailto:paul.montville@ushpa.aero>;  
lisa@lisatateglass.com <mailto:lisa@lisatateglass.com>; parariss@yahoo.com <mailto:parariss@yahoo.com>;  
mgforbes@mindspring.com <mailto:mgforbes@mindspring.com>; richhass@comcast.net  
<mailto:richhass@comcast.net>  
Subject: Request for Written Documentation of Suspension

Mr. Jebb,  
with public copy to USHPA Executive Committee, and private copy to others,

On April 18th, you informed me that I was not allowed to fly at the Gliderport or be on the Gliderport property for a period of one year. Please send me a written statement detailing why I have been suspended, and please send a copy to everyone on the public portion of this list (including Mr. Montville and the members of the Executive Committee). I will be using your statement as a starting point for obtaining due process justice, so please be complete and accurate.

I am sorry to have to make such a public request, but your handling of Mr. Beardslee's suspension without any written documentation or due process will not be acceptable in this case.

Sincerely,  
Bob Kuczewski  
USHPA #81898



## Wallace, Mary Ann

---

**From:** Bob Kuczewski <bobk@bluebottle.com>  
**Sent:** Sunday, September 14, 2008 12:28 AM  
**To:** Sandoval, David  
**Cc:** Geitz, Kristin; Davies, Kimberly; Barwick, James; LoMedico, Stacey  
**Subject:** Re: Torrey Pines Gliderport Follow-Up

Mr. Sandoval (copy and blind copy to others),

I have reviewed your response (below) and I have given it careful consideration over the past 2 weeks.

You are correct that Mr. Jebb is within his rights to ensure the safe operation of the Gliderport. But that does not give him a license to abuse members of the general public or to "banish" people from a City Park without some form of due process or documentation.

Surely, the banning of citizens for a year (or for an entire lifetime!) must require such serious offenses that Mr. Jebb would have no problem providing documentation - or at least a statement - of his reasons. His unwillingness to do so should be a red flag to both the Real Estate Assets and Parks and Recreation Departments.

If you look into the matter, you will find that Mr. Jebb's actions were not taken for any legitimate reason but as a vindictive retaliation against me (and others) for speaking out about his abuses at that site.

Mr. Sandoval, your apparent willingness to either parrot Mr. Jebb's own vague explanation of these events (or to fabricate such a vague explanation yourself) is troubling at best. It is clear that neither your department (Real Estate Assets) nor the Parks and Recreation department is providing adequate oversight of the operation of the Torrey Pines Gliderport. This was evident from the CLEAN lawsuit, and it is evident from your combined unwillingness to provide any investigation into these abuses. I don't know if this lack of oversight results from incompetence, corruption, budgetary constraints, or some other failing, but you can be assured that I will not rest until there is some form of oversight protecting the public's use of this historic resource.

Mr. Sandoval, I am asking you for the specific reason that I have been banned from flying at the Torrey Pines Gliderport and from being on the Torrey Pines Gliderport property as a member of the general public.

I don't want to hear any generalities about "bizzare", "disruptive", or "combative" behaviour. I want to know precisely what actions I have been accused of taking, and I want to know exactly what rules I have been accused of breaking. Mr. Jebb's background in law enforcement should be more than adequate for him to produce such a report. You should also be advised that I have a recording of the entire event. So if Mr. Jebb is lying about why he has banned me, then it will come out. I have also been accumulating the written statements of others who have been similarly mistreated at the site, and I think I have considerable proof that Mr. Jebb's actions fit a pattern of abuse. As someone entrusted to do the public's work, you should not be dismissing these serious abuses so quickly ... or easily.

Finally, I will inform you that some of the statements in your message below are either severely distorted or completely untrue. I believe I have credible evidence to that effect. Now I understand that you were not present at the scene, and that you are only taking Mr. Jebb's word for what has happened. But I am telling you that these statements are untrue, and they might amount to slander if you persist in repeating them without verification. I would therefore advise you to revisit this matter with Mr. Jebb, and I would advise you to get a written statement from him so that you do not continue to expose yourself and the City of San Diego to the ramifications of simply repeating statements which are not true without any documentation of their source. I look forward to getting such a written statement of Mr. Jebb's reasons for my suspension (in his own words) through your office as soon as possible.

Sincerely,

Bob Kuczewski

----- Original Message -----

From: "Sandoval, David" <DSandoval@sanidiego.gov>

To: "Bob Kuczewski" <bobk@bluebottle.com>

Cc: "LoMedico, Stacey" <SLomedico@sanidiego.gov>; "Barwick, James" <JBarwick@sanidiego.gov>; "Davies, Kimberly" <KDavies@sanidiego.gov>; "Geitz, Kristin" <KGeitz@sanidiego.gov>

Sent: Thursday, August 28, 2008 4:28 PM

Subject: RE: Torrey Pines Gliderport Follow-Up

Mr. Kuczewski:

Upon review of that certain lease by and between the City of San Diego City), as Lessor and Air California Adventure, LLC, as Lessee, it is abundantly apparent that Mr. Jebb is within his rights, responsibilities, and authority to ensure the safe, responsible operation of the Torrey Pines gliderport.. Pursuant to Paragraph 1.6, Competent Management, "Flight Director/LESSEE shall institute rules and regulations governing flight and personal conduct so as to create a safe and enjoyable flight park", and Paragraph 8.1 Flight Rules and Regulations, "Flight Director/LESSEE or his representative shall enforce and administer all the Rules and Regulations posted onsite.", Mr.. Jebb, as Lessee, has the authority to operate the gliderport in order to ensure a safe environment. The City is not involved in the day to day operations of its leaseholds.

Mr. Jebb and the City are potentially at considerable risk if one or more individuals either disregard the rules and regulations of the gliderport or take it upon themselves to land in areas not allowed. Bizarre or unreasonable flying or behavior at the gliderport could potentially cause injury or loss of life. It was reported that you have consistently disobeyed the posted safety rules and regulations and your combative, disruptive behavior was so unreasonable and combative that Mr. Jebb had no alternative but to contact the City of San Diego Police Department and they escorted you from the property. Since he has been entrusted with a lease with the City, I believe that he is well within his authority to ensure the continued safe operation of the gliderport.

Termination of your flying privileges on the property was a management decision made by Mr. Jebb; and it was based on his years of experience operating the facility. Upon further review of your claims and assertions, it is our determination that the Lessee responded to your actions within the scope of his authority. Therefore, the Real Estate Assets Department shall take no action in this matter.

Since Real Estate Assets will be taking no action, you may forward this response to whomever you wish.

David A. Sandoval, CCIM | Deputy Director City of San Diego | Real Estate Assets  
1200 Third Avenue, Suite 1700, San Diego, CA 92101  
619-236-5548 | dsandoval@sanidiego.gov

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]

Sent: Tuesday, August 26, 2008 11:01 PM

To: Sandoval, David

Cc: Geitz, Kristin; Mayor, Office of the; Peters, Councilmember Scott; Faulconer, Council Member Kevin; Atkins, Councilmember; Young, Anthony; Maienschein, Councilmember; Frye, Donna; Madaffer, Councilmember Jim; Hueso, Councilmember Ben; Gordon, Lisa; Hasenauer, Kathleen; Davies, Kimberly; Barwick, James; LoMedico, Stacey

Subject: Re: Torrey Pines Gliderport Follow-Up

Mr. Sandoval (copy to others),

Ms. LoMedico of Parks and Recreation has referred me to you regarding my suspension from participating in the recreational activities at the Torrey Pines Gliderport property by your lessee, Mr. David Jebb (message below).

On April 11th, Mr. David Jebb took actions against me which could fit the definition of assault. Mr. Jebb subsequently told me to leave the Gliderport property and followed up by telling me that I could not be on the property for one year. Despite my repeated requests, Mr. Jebb has refused to provide any written reason for his actions against me. Mr. Jebb's actions against me are more than unjustified. In fact, it is most likely that Mr. Jebb has taken these actions as "punishment" for my efforts in seeking fairness and other reforms at the Torrey Pines Gliderport. This is an abuse of his lease and an abuse of the public's trust in issuing that lease.

As Ms. LoMedico has referred me to you, I would like to know what actions you will be taking to remedy this situation. Please respond to all so everyone on the public distribution list will know what actions you will be taking.

Sincerely,  
Bob Kuczewski

----- Original Message -----

From: "LoMedico, Stacey" <SLomedico@sanidiego.gov>  
To: "Bob Kuczewski" <bobk@bluebottle.com>  
Sent: Monday, August 25, 2008 10:43 AM  
Subject: RE: Torrey Pines Gliderport Follow-Up

Mr. Kuczewski

Mr. David Sandoval in the City's Real Estate Assets Department is your point of contact. His phone number is (619) 236-5548.

Stacey LoMedico  
Park and Recreation Director  
City of San Diego  
(619) 236-6643/FAX (619) 525-8220 MS 37C "We Enrich Lives Through Quality Parks and Programs"

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]  
Sent: Thursday, August 21, 2008 9:38 AM  
To: LoMedico, Stacey  
Cc: Sandoval, David; Barwick, James; Davies, Kimberly; Hasenauer, Kathleen; Gordon, Lisa; Hueso, Councilmember Ben; Madaffer, Councilmember Jim; Frye, Donna; Maienschein, Councilmember; Young, Anthony; Atkins, Councilmember; Faulconer, Council Member Kevin; Peters, Councilmember Scott; Mayor, Office of the; Geitz, Kristin  
Subject: Re: Torrey Pines Gliderport Follow-Up

Ms. LoMedico (copy to Real Estate Assets and others),

Thank you for the letter that you sent last month (included below).

As you may recall, Mr. Jebb (the current concessionaire) has banned myself and others from being on the Torrey Pines City Park property and from participating in the recreational activities at that site. As you may also recall, Mr. Jebb has refused to provide any written reasons or justifications for these bans. Mr. Jebb's actions are in violation of his lease,



and yet neither Real Estate Assets nor Parks and Recreation have been willing to take any action to correct this. Instead you simply refer me to one another. This is not acceptable.

I would like to know who in the City is ultimately responsible for seeing that the lessee at the Torrey Pines Gliderport is operating that facility in a manner consistent with the public's interest as specified in the lease. Please give me the name of just one person who is responsible and accountable for ensuring that this valuable public property is being properly used for the public purposes intended under the lease.

Thank you for your time,  
Bob Kuczewski

Copy to:

Jim Barwick, Director Real Estate Assets David Sandoval, Deputy Director, Real Estate Assets Department Kathleen Hasenauer, Deputy Director, Park and Recreation Department Kimberly Davies, Deputy City Attorney, City Attorney's Office

----- Original Message -----

From: "LoMedico, Stacey" <SLomedico@sandiego.gov>  
To: "Bob Kuczewski" <bobk@bluebottle.com>  
Sent: Friday, July 25, 2008 2:04 PM  
Subject: RE: Torrey Pines Gliderport Follow-Up

Mr. Kuczewski,

Attached is the letter mailed last Friday, July 18.

Thank you,  
Stacey LoMedico  
Park and Recreation Director  
City of San Diego  
(619) 236-6643/FAX (619) 525-8220 MS 37C "We Enrich Lives Through Quality Parks and Programs"

=====

Dear Mr. Kuczewski:

Subject: Torrey Pines Gliderport

I have reviewed your emails on this subject and heard your testimony before the Park and Recreation Board on June 19, 2008. I understand that the matter was referred to the Real Estate Assets Department, and that the department determined that no action by the City was warranted.

As Real Estate Assets Department is the property manager, I will refer to their judgement. No other action is contemplated by the Park and Recreation Department.

Sincerely,  
Stacey LoMedico  
Park and Recreation Director

cc: Jim Barwick, Director Real Estate Assets David Sandoval, Deputy Director, Real Estate Assets Department Kathleen Hasenauer, Deputy Director, Park and Recreation Department Kimberly Davies, Deputy City Attorney, City Attorney's Office Park and Recreation Board Members

-----Original Message-----

From: Bob Kuczewski [mailto:bobk@bluebottle.com]

Sent: Friday, July 25, 2008 1:07 PM

To: LoMedico, Stacey

Subject: Torrey Pines Gliderport Follow-Up

Hello Ms. LoMedico,

We spoke at the July 17th Park and Recreation Board meeting, and you mentioned that you would get back to me within a week. Have you looked into the matter of pilots being suspended from flying at the Torrey Pines Gliderport without any written reason and without any form of due process or appeal?

Thanks,

Bob Kuczewski

## Wallace, Mary Ann

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**From:** Bob Kuczewski <bobkuczewski@gmail.com>  
**Sent:** Monday, February 8, 2010 11:57 AM  
**To:** Mays, Jesse  
**Subject:** Torrey Pines City Park Advisory Board  
**Attachments:** ljlight\_082307.pdf; AC2700764.pdf; 070430.pdf

Hello Mr. Mayes,

My name is Bob Kuczewski, and I am President of the Torrey Hawks Hang Gliding Club which represents over 200 members who share an interest in the Torrey Pines Gliderport (part of the Torrey Pines City Park). The Torrey Hawks Hang Gliding Club has represented the sport of hang gliding on the Torrey Pines City Park Advisory Board since the formation of that board. Our club was selected by a unanimous vote of the City Council over 2 years ago (January 8th, 2008) when the Advisory Board was formed.

I am writing about my concern that the City may be preparing to disband the Torrey Pines City Park Advisory Board which was established by the 2007 Settlement Agreement between the City of San Diego and the Coastal Law Enforcement Action Network (see attached documents and Executive Summary below). I would like to see this Advisory Board be continued indefinitely for the following reasons:

1. Without the Advisory Board's panel of flight experts, the City itself does not have the proper expertise to oversee the safety and management of the Torrey Pines Gliderport. This may have legal consequences which could be mitigated by the City not terminating the Advisory Board.
2. In addition to flight experts, the Advisory Board also contains many environmental and community groups (including the Sierra Club and the Torrey Pines Association). These environmental and community experts serve to guide the City's stewardship of this natural treasure.
3. The underlying conflicts which fueled the lawsuit are still present, but the existence of the Advisory Board provides a venue where they can be discussed and resolved between the interested parties without resorting to legal action against the City. This is a much more healthy process for all concerned.

For all of these reasons, I am asking the City Council to ensure that the Torrey Pines City Park Advisory Board continues to meet and continues to provide the City with representation for user groups and expertise in the areas of flight operations and park preservation. It appears that the Advisory Board may have its last meeting scheduled for February 18th, so time is very critical right now. I'd like to come down to talk with you about this in person today if possible. Please give me a call at 858-204-7499.  
Thanks.

Sincerely,  
Bob Kuczewski  
President - Torrey Hawks Hang Gliding Club

---- Executive Summary from Settlement Agreement: AC2700764 Dated: May 29, 2007 ----

EXECUTIVE SUMMARY: The City Council voted in closed session to enter into a settlement agreement with the Plaintiffs in the above-referenced litigation. The settlement agreement requires the City to (1) pay the Plaintiff \$20,000; and (2) enforce the lease agreement for the Torrey Pines Gliderport, including any restoration of native vegetation required by

the California Coastal Commission; and in the event City's lessee fails to comply, terminate the lease and turn off all irrigation on the property, cap all run-off pipes on the property, and obtain and comply with permits for all unpermitted structures or their removal, consistent with the requirements of the Coastal Act; and (3) prepare a General Development Plan for the Torrey Pines City Park, within 18 months, taking into consideration the historic value of the property; and (4) establish a Torrey Pines City Park Advisory Board whose members shall be appointed within 90 days of the date of the agreement and who shall include representatives of the following Gliderport user groups: (a) paragliders, (b) hang gliders, (c) sailplane gliders, and (d) radio-controlled model sailplane gliders as well as at least two representatives from non-profit environmental groups.

Subsequent to closed session, in response to concerns raised by City staff, the Plaintiffs agreed to amend the time-frames for preparing the General Development Plan and establishing the Advisory Board to three years and 120 days, respectively.

---- Attached Documents List ----

AC2700764.pdf - Request for Council Action establishing Advisory Board (with Settlement Agreement) 070430.pdf - City Council Closed Session Report from April 30 and May 1, 2007 (see page 2) ljlight\_082307.pdf - Article from La Jolla Light describing the circumstances surrounding the settlement

## Wallace, Mary Ann

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**From:** Bob Kuczewski <bob@ushawks.org>  
**Sent:** Sunday, September 8, 2013 9:11 AM  
**To:** Robin Merian  
**Cc:** Ken Baier; richhass@comcast.net; richhass@mac.com; Jeremy Bishop  
**Subject:** Torrey Pines Gliderport - Suspension and Letter from December 2008

Robin Merian (cc Jeremy Bishop, Ken Baier, Rich Hass, and others),

I have attached below the text of the 2008 letter which was sent from my lawyer to your predecessor, David Jebb.

The letter was in reference to David Jebb's ban of myself and David Beardslee. The concluding paragraph includes this statement:

"I have advised Mr. Kuczewski that he is free to use the Torrey Pines Gliderport as would any other member of the general public. Until you can demonstrate that you have the right to exclude him you may not do so."

I believe those words are as true today as they were five years ago, and I will be following that advice today.

Sincerely,  
Bob Kuczewski  
858-204-7499

===== Letter from December of 2008 =====  
Dear Mr. Jebb,

This office represents Bob Kuczewski in his legal affairs.

Mr. Kuczewski informed me that you are currently prohibiting him from being on the Torrey Pines Gliderport property and from participating in the recreational and flight activities at that City of San Diego owned park. He has also informed me that you have refused numerous requests for a written statement justifying this action.

I have examined your lease, and I believe that your actions against my client are in violation of several sections. For example, section 1.2 (Uses) states:

"It is expressly agreed that the premises are leased to Flight Director/LESSEE solely and exclusively for the purposes of the operation and maintenance of the premises and buildings for a gliderport concession, the use of non-powered aircraft and the general public."

This section clearly indicates that the premises are to be available to the general public. Nothing in the lease allows you to bar people from this publicly owned land. In order to do so, you would have to go through a process available either through the court system or through the City of San Diego once policies are adopted that allow it. As of now, no such policies exist.

This is a city park on part of which the City of San Diego has given you the right to operate a concession. Ownership of that concession, however, does not give you the right of exclusion.

Given this, I have advised Mr. Kuczewski that he is free to use the Torrey Pines Gliderport as would any other member of the general public. Until you can demonstrate that you have the right to exclude him you may not do so. If you attempt to, we will file suit and establish his right in this regard in a court of law.

Sincerely,

John W. Howard

===== End of Letter from December of 2008 =====

-----Original Message-----

From: Bob Kuczewski <[bobkuczewski@gmail.com](mailto:bobkuczewski@gmail.com)>

To: Robin Merian <[robinm@flytorrey.com](mailto:robinm@flytorrey.com)>

Cc: Ken Baier <[airjunkies@sbcglobal.net](mailto:airjunkies@sbcglobal.net)>, richhass@comcast.net, richhass@mac.com, Jeremy Bishop <[flyingjbishop@hotmail.com](mailto:flyingjbishop@hotmail.com)>

Subject: Request for Written Reason for Suspension

Date: Sun, 11 Aug 2013 23:58:48 -0700

Robin Merian (cc Jeremy Bishop, Ken Baier, Rich Hass, and others),

I am writing to request a written reason for my suspension today. Please be specific about what rules were broken and where those rules are posted (or otherwise available) for the public to see.

I will add that I've reviewed the video tapes of today's events, and I believe the evidence will demonstrate that this suspension is both unjustified and possibly a violation of your lease. I would like to give you fair warning that if you do not rescind this suspension in writing by August 12, 2013, I will begin totaling my expenses in pursuing this matter, and I will be seeking compensation for those expenses and my time.

Sincerely,

Bob Kuczewski



**AGENDA FOR THE  
REGULAR COUNCIL MEETING OF  
TUESDAY, JANUARY 29, 2008 AT 10:00 A.M.  
CITY ADMINISTRATION BUILDING  
COUNCIL CHAMBERS – 12<sup>TH</sup> FLOOR  
202 “C” STREET  
SAN DIEGO, CA 92101**  
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**NOTE:** The public portion of the meeting will begin at 10:00 a.m. The City Council will meet in Closed Session this morning from 9:00 a.m. – 10:00 a.m. Copies of the Closed Session agenda are available in the Office of the City Clerk.

**OTHER LEGISLATIVE MEETINGS**

The **SAN DIEGO REDEVELOPMENT AGENCY** is scheduled to meet today in the Council Chambers. A separate agenda is published for it, and is available in the Office of the City Clerk. For more information, please contact the Redevelopment Agency Secretary at (619) 236-6256. Internet access to the agenda is available at:  
<http://www.sandiego.gov/redevelopment-agency/index.shtml>

ITEM-300:

ROLL CALL.

**=== LEGISLATIVE SCHEDULE ===**

Special Orders of Business

- ITEM-30: Hossein Ruhi Day.  
COUNCIL PRESIDENT PETERS' AND COUNCILMEMBER FRYE'S RECOMMENDATION: Adopt the resolution.
- ITEM-31: Dr. Ruth Riedel Day.  
COUNCILMEMBER ATKINS' RECOMMENDATION: Adopt the resolution.
- ITEM-32: Doug Beckham Day.  
COUNCILMEMBER FRYE'S RECOMMENDATION: Adopt the resolution.

**NON-AGENDA PUBLIC COMMENT**

This portion of the agenda provides an opportunity for members of the public to address the Council on items of interest within the jurisdiction of the Council. (Comments relating to items on today's docket are to be taken at the time the item is heard.)

Time allotted to each speaker is determined by the Chair, however, comments are limited to no more than three (3) minutes **total per subject** regardless of the number of those wishing to speak. Submit requests to speak to the City Clerk **prior** to the start of the meeting. Pursuant to the Brown Act, no discussion or action, other than a referral, shall be taken by Council on any issue brought forth under "Non-Agenda Public Comment."

**MAYOR, COUNCIL, INDEPENDENT BUDGET ANALYST, CITY ATTORNEY COMMENT**

**UPDATES ON PENDING LEGISLATION (MAYOR'S OFFICE)**

**REQUEST FOR CONTINUANCE**

The Council will consider requests for continuance in the morning or afternoon, based on when the item was noticed to be heard.

=== **LEGISLATIVE SCHEDULE (Continued)** ===

Adoption Agenda, Consent Items

ITEM-50: Appropriation of Funds and Third Amendment to Agreement with Dokken Engineering for the State Route 163 and Friars Road Project. (Mission Valley Community Area. District 6.)

STAFF'S RECOMMENDATION: Introduce the ordinance.

**NOTE: 6 votes required pursuant to Section 99 of the City Charter.**

ITEM-100: Reo Drive Streetscape - Phase II. (Paradise Hills Community Area. District 4.)

STAFF'S RECOMMENDATION: Adopt the resolution.

ITEM-101: Authorization to Change Proposed Location of Chollas Creek Workforce Housing Grant. (Southeastern Encanto Community Area. Districts 4 and 8.)

STAFF'S RECOMMENDATION: Adopt the resolution.

ITEM-102: Appointments and Reappointments to the Community Forest Advisory Board.

MAYOR SANDERS' RECOMMENDATION: Adopt the resolution.

ITEM-103: Appointments and Reappointments to the Historical Resources Board.

MAYOR SANDERS' RECOMMENDATION: Adopt the resolution.

ITEM-104: Settlement Agreement Regarding Coastal Law Enforcement Action Network v. City of San Diego, et al; City of San Diego v. Air California Adventure, LLC, et al.

CITY ATTORNEY'S RECOMMENDATION: Adopt the resolution.

Adoption Agenda, Discussion, Other Legislative Items

**NOTE: This item may be taken in the morning session if time permits.**

ITEM-330: Adoption of the City's 2008 State and Federal Legislative Program.

RULES OPEN GOVERNMENT AND INTERGOVERNMENTAL

RELATIONS COMMITTEE'S RECOMMENDATION: On 12/6/2007, Rules voted 4-1, to refer this item to the City Council incorporating the comments of the Rules Committee members.

**=== LEGISLATIVE SCHEDULE (Continued) ===**

Adoption Agenda, Discussion, Other Legislative Items (Continued)

**NOTE: This item may be taken in the morning session if time permits.**

ITEM-331: Revision to Council Policy 700-02 - Community Development Block Grant Program (CDBG). (Citywide.)  
BUDGET AND FINANCE COMMITTEE'S RECOMMENDATION: On 1/16/2008, Budget & Finance voted 3-2 to accept the report and staff recommendations; direct staff to incorporate recommendations into Council Policy 700-02 (Community Development Block Grant Program) and forward to the City Council for consideration.

**The following items will be considered in the afternoon session which is scheduled to begin at 2:00 p.m.**

ITEM-332: Amending the San Diego Municipal Code Relating to Regulation of Oversized Vehicles. (La Jolla, Pacific Beach, Mission Beach, Peninsula, Clairemont Mesa, and Linda Vista Community Areas. Districts 1, 2, and 6.)  
COUNCIL PRESIDENT PETERS' RECOMMENDATION: Introduce the ordinance.

**NOTE: This item may be taken in the morning session if time permits.**

ITEM-333: Appointment of Mary Lewis to Auditor/Comptroller (Chief Financial Officer).  
MAYOR SANDERS' RECOMMENDATION: Take the actions.

**The following items will be considered in the afternoon session which is scheduled to begin at 2:00 p.m.**

ITEM-334: Barrio Logan Community Plan Update Planning Consultant Contract Agreement. (Barrio Logan Community Area. District 8.)  
STAFF'S RECOMMENDATION: Adopt the resolution.

**=== LEGISLATIVE SCHEDULE (Continued) ===**

Noticed Hearings, Discussion

**The following items will be considered in the afternoon session which is scheduled to begin at 2:00 p.m.**

ITEM-335:           1244 Oliver Tentative Map. Appeal of Planning Commission's decision approving a Coastal Development Permit and Tentative Map including a request to waive the requirement to underground the existing utilities and convert an existing, 9 residential dwelling unit apartment complex into 9 residential condominium units on a 0.143 acre site. (Pacific Beach Community Area. District 2.)  
STAFF'S RECOMMENDATION: Take the actions.

ITEM-336:           Soledad Mountain Road Undergrounding Utility District. In the matter of holding a public hearing and forming the District. (La Jolla Community Plan Area. District 2.)  
STAFF'S RECOMMENDATION: Adopt the resolution.

Non-Docket Items

Adjournment in Honor of Appropriate Parties

Adjournment

**=== EXPANDED CITY COUNCIL AGENDA ===**



SPECIAL ORDERS OF BUSINESS

ITEM-30: Hossein Ruhi Day.

**COUNCIL PRESIDENT PETERS' AND COUNCILMEMBER FRYE'S  
RECOMMENDATION:**

Adopt the following resolution:

(R-2008-590)

Proclaiming January 29, 2008, to be "Hossein Ruhi Day" in the City of San Diego.

ITEM-31: Dr. Ruth Riedel Day.

**COUNCILMEMBER ATKINS' RECOMMENDATION:**

Adopt the following resolution:

(R-2008-534)

Commending and thanking Dr. Ruth Riedel for the impact she has had on the City of San Diego and the improvements she has helped create through her work with the Alliance Healthcare Foundation;

Proclaiming January 29, 2008, to be "Dr. Ruth Riedel Day" in the City of San Diego.

SPECIAL ORDERS OF BUSINESS (Continued)

ITEM-32: Doug Beckham Day.

**COUNCILMEMBER FRYE'S RECOMMENDATION:**

Adopt the following resolution:

(R-2008-487)

Proclaiming January 29, 2008, to be "Doug Beckham Day" in the City of San Diego, and commending and thanking Doug for his leadership and commitment in serving the residents of Linda Vista.

### **NON-AGENDA PUBLIC COMMENT**

This portion of the agenda provides an opportunity for members of the public to address the Council on items of interest within the jurisdiction of the Council. (Comments relating to items on today's docket are to be taken at the time the item is heard.)

Time allotted to each speaker is determined by the Chair, however, comments are limited to no more than three (3) minutes **total per subject** regardless of the number of those wishing to speak. Submit requests to speak to the City Clerk **prior** to the start of the meeting. Pursuant to the Brown Act, no discussion or action, other than a referral, shall be taken by Council on any issue brought forth under "Non-Agenda Public Comment."

### **MAYOR, COUNCIL, INDEPENDENT BUDGET ANALYST, CITY ATTORNEY COMMENT**

### **UPDATES ON PENDING LEGISLATION (MAYOR'S OFFICE)**

### **REQUESTS FOR CONTINUANCE**

The Council will consider requests for continuance in the morning or afternoon, based on when the item was noticed to be heard.

### **ADOPTION AGENDA, CONSENT ITEMS**

The following listed items are considered to be routine, and the appropriate Environmental Impact Reports have been considered. These items are indicated on the docket by a preceding asterisk (\*). Because these items may be handled quickly, if you wish to be heard submit your Request to Speak form prior to or at 10:00 a.m.

### **ORDINANCES TO BE INTRODUCED:**

Item 50.

### **RESOLUTIONS TO BE ADOPTED:**

Items 100, 101, 102, 103, and 104.

**ADOPTION AGENDA, CONSENT ITEMS**

**ORDINANCES TO BE INTRODUCED:**

- \* ITEM-50: Appropriation of Funds and Third Amendment to Agreement with Dokken Engineering for the State Route 163 and Friars Road Project. (Mission Valley Community Area. District 6.)

**STAFF'S RECOMMENDATION:**

Introduce the following ordinance:

(O-2008-72)

Introduction of an ordinance authorizing the appropriation of an amount not to exceed \$145,000 from Job Order 179309, State Route 163 and Friars Road Interchange, to CIP-52-455.0, State Route 163 and Friars Road (Project), within Fund No. 63022, Private and Other Contributions;

Authorizing the appropriation of an amount not to exceed \$155,000 from Job Order 990348, Miscellaneous Transportation Improvements, to CIP-52-455.0, State Route 163 and Friars Road, within Fund No. 63022, Private and Other Contributions;

Authorizing a \$300,000 increase in the Fiscal Year 2008 Capital Improvements Program Budget in CIP-52-455.0, State Route 163 and Friars Road, Fund No. 63022, Private and Other Contributions;

Authorizing the Mayor, to execute, for and on behalf of the City, an agreement with Dokken Engineering, for professional engineering services for CIP-52-455.0, State Route 163 and Friars Road, under the terms and conditions set forth in the Agreement;

Authorizing the expenditure of an amount not to exceed \$761,000 from CIP-52-455.0, State Route 163 and Friars Road, of which \$300,000 is from Fund No. 63022, Private and Other Contributions, and \$461,000 is from Fund No. 30300, TransNet, for the purpose of executing this Third Amendment to the Agreement for the above referenced Project;

Authorizing the City Auditor and Comptroller, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves;

ADOPTION AGENDA, CONSENT ITEMS

ORDINANCES TO BE INTRODUCED:

\* ITEM-50: (Continued)

Declaring that this activity is not a "project" and is therefore not subject to CEQA pursuant to State CEQA Guidelines Sections 15061(c)(3). This determination is predicated on Section 15004 of the Guidelines, which provides direction to lead agencies on the appropriate timing for environmental review.

**NOTE: 6 votes required pursuant to Section 99 of the City Charter.**

**STAFF SUPPORTING INFORMATION:**

The proposed project would provide for the modifications to State Route 163 and Friars Road interchange in order to improve traffic circulation within the interchange area. The design of the project has been divided into two phases. The first phase consists of the preparation of a Caltrans Project Report and Environmental Clearance, which includes mapping development and analysis of preliminary design alternatives, preparation of environmental documents and geotechnical reports, value engineering analysis and preliminary project estimates. The second phase consists of the preparation of construction documents (plans, specifications, and estimates).

On June 3, 2003, per RR-298019, the City Council authorized to enter into a consultant agreement with Dokken Engineering to prepare a Project Report and Environmental Clearance documentation.

On March 14, 2005, per RR-300220, the City Council authorized to enter into the First Amendment to Agreement for the purposes of upgrading the environmental document from a Mitigated Negative Declaration to an Environmental Impact Report and providing the technical studies for the expanded project boundaries.

On September 26, 2006, per RR-301928, the City Council authorized to enter into the Second Amendment to the Agreement for the purposes of providing additional traffic analysis, engineering support, and additional coordination meetings for the Environmental Impact Report and Project Study Report.

The Third Amendment to the Agreement is for additional services due to the following: Development Services Department staff reviewed the traffic study and identified additional road improvements that will be needed to accommodate future traffic volumes and prevent queuing on Friars Road. The additional road and signal improvements are along Frazee Road to the North and South of Friars Road and the driveway access to the Cheesecake Factory. These additional areas require base mapping not previously done, revisions to the project graphics, and analysis in the technical reports.

ADOPTION AGENDA, CONSENT ITEMS

ORDINANCES TO BE INTRODUCED:

\* ITEM-50: (Continued)

**STAFF SUPPORTING INFORMATION:** (Continued)

- Caltrans and City had recently completed its review of the draft National Environmental Policy Act's (NEPA) and California Environmental Quality Act's (CEQA) document. Typically this is prepared as a joint report, which is how the document was prepared. After the review by Caltrans and City staff, it was determined that the draft EIR document should be written as a separate document. This is anticipated to streamline the approval process. However, it will take a significant design effort to separate and revise the existing draft document.
- Lastly, as part of the review of the draft EIR it was discovered that there were project issues which had not been previously known or addressed at the time the Consultant's scope of work was prepared. This additional work includes in the following revisions to technical studies and/or plans: geotechnical, traffic, utility, cultural and visual impact studies, landscaping plans, updated biological assessment and jurisdictional delineation reports, a water quality technical report and offsite mitigation and wetland restoration plan. In addition, the extra work takes into account that the EIR will be done in separate NEPA/CEQA documents as stated above.

In addition, the "private and other contributions" fund is money from developers which have been collected by City of San Diego to be used for improvements in the Mission Valley area. It was decided to use a portion of the money from this fund to help offset the additional design costs for the project.

**FISCAL CONSIDERATIONS:**

City of San Diego Council previously authorized \$1,667,900 for this project. Funding for the Third Amendment to the Agreement in the amount of \$761,000 is available from CIP-52-455.0, State Route 163 and Friars Road of which \$300,000 is in Fund 63022, Private and Other Contributions and \$461,000 is in Fund 30300, TransNet. With this action the total consultant contract will be increased to \$2,425,900.

**PREVIOUS COUNCIL COMMITTEE ACTION:**

Consultant Agreement, RR-298019 dated June 3, 2003; First Amendment, RR-300220 dated March 14, 2005; Second Amendment, RR-301928 dated September 26, 2006.



ADOPTION AGENDA, CONSENT ITEMS

ORDINANCES TO BE INTRODUCED:

\* ITEM-50: (Continued)

**STAFF SUPPORTING INFORMATION:** (Continued)

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

A public scoping meeting was held on November 28, 2005 to introduce the project and gather public comments as part of the EIR process. Presentations were made to the Mission Valley Unified Planning Group and Linda Vista Community Planning Group to introduce the project and receive feedback. Both community groups are in full support of the project.

KEY STAKEHOLDERS:

Mission Valley Unified Planning Group and Linda Vista Community Planning Group City of San Diego, Caltrans, Dokken Engineering, Helix Environmental, LLG Engineers, Estrada Land Planning and TY Lin.

Jarrell/Haas

Aud. Cert. 2800464.

Staff: Marnell Gibson - (619) 533-5213  
Peter A. Mesich - Deputy City Attorney