

CARMEL VALLEY COMMUNITY PLANNING BOARD

**Attn: Allen Kashani, CVCPB Secretary
13400 Sabre Springs Pkwy, Ste. 200
San Diego, CA 92128**

**858-794-2571 / Fax: 858-794-2599
www.cvsd.com/planning.html**

CARMEL VALLEY COMMUNITY PLANNING BOARD

**7 pm, Thursday, January 22, 2015
Carmel Valley Library, Community Room
3919 Townsgate Dr., San Diego, CA 92130**

A G E N D A

- A. CALL TO ORDER AND ATTENDANCE**
- B. APPROVAL OF MINUTES** - November 10, 2013
- C. CONSENT AGENDA**
- D. PUBLIC COMMUNICATION** - Speakers are limited to topics not listed on the agenda. Presentations are limited to 2 minutes or less.
- E. ANNOUNCEMENTS** - San Diego Police Department, Officer Tracy Williams
- F. WRITTEN COMMUNICATIONS**
- G. COMMUNITY PLANNER REPORT** - Bernard Turgeon, City of San Diego
- H. COUNCIL DISTRICT 1 REPORT** - Vacant, Office of Council President Sherri Lightner
- I. MAYOR'S REPORT** - Francis Barraza, Office of Mayor Faulconer
- J. COUNTY SUPERVISOR'S REPORT** - Vacant, Office of Supervisor Dave Roberts
- K. STATE ASSEMBLY REPORT** - Michael Lieberman, Office of Assemblymember Brian Maienschein
- L. STATE SENATE REPORT** - Vacant, Office of State Senator Marty Block
- M. US CONGRESS** - Hugo Carmona III, Office of US Congressman Scott Peters
- N. INFORMATION AGENDA:**
 - 1. Costa Azul Carmel Valley:** Update on proposed hotel/office/restaurant development.
•Applicant - Fred & Hunter Oliver
- O. ACTION AGENDA:**
 - 1. Wellness Magazine 5K:** Consideration of 5K run presented by Super Dentist on March 21, 2015.
• Applicant - Jeff Stoner, Seasick Marketing

2. **St. Therese of Carmel Catholic Church:** Consider application for 2 identical internally illuminated monument signs along Del Mar Trails.
•Applicant - Steve Horine, Horine Group
3. **Arroyo Sorrento Estates:** Consider 3-parcel Tentative Parcel Map.
•Applicant - Jorge Palacios, JP Engineering
4. **Rancho Milagro:** Consider Vesting Tentative Map Planned Development Permit for 10 Single Family Homes in Pacific Highlands Ranch.
•Applicant - Brad Sonnenburg, Latitude 33
5. **Friends of Del Mar Mesa:** Consider Fund Management Agreement with Friends of Del Mar Mesa and The Carmel Valley/Del Mar Mesa Trail Fund Management Group.
•Applicant - Chair
6. **Laterra:** Consider update of parking and street alignment changes.
•Applicant - Tara Lake, Latitude 33
7. **Ashley Falls:** Consider speed limit increase along Ashley Falls to 30 mph to remain radar enforceable.
•Applicant - City of San Diego
8. **Cal Coast Academy:** Consider 4-parcel Tentative Parcel Map.
•Applicant - Ted Shaw, Atlantis Group

P. SUBCOMMITTEE MEETING REPORTS AND ANNOUNCEMENTS

- | | | |
|-----|---------------------------------------|-----------------------|
| 1. | Regional Issues & Design Review | Anne Harvey/Jan Fuchs |
| 2. | F.B.A. | Frisco White |
| 3. | M.A.D. | Rick Newman |
| 4. | M.A.D. N10 | Laura Copic |
| 5. | M.A.D. PHR | Jonathan Tedesco |
| 6. | By-Laws/Elections/Policies/Procedures | Frisco White |
| 7. | Community Concourse | Frisco White |
| 8. | Trails | Anne Harvey |
| 9. | CVREP | Christian Clews |
| 10. | San Dieguito River Park | Anne Harvey/Jan Fuchs |
| 11. | CPC | Nancy Novak |
| 12. | Signage | John Dean |
| 13. | Livability | Chris Moore |

Q. CHAIR'S REPORT

R. OLD / ONGOING BUSINESS

S. ADJOURNMENT

T. NEXT MEETING:

Thursday, February 26, 2015
Carmel Valley Library, 7 pm

**CARMEL VALLEY COMMUNITY PLANNING BOARD
MEETING MINUTES**

7 p.m., 20 November 2014

Carmel Valley Library, Community Room
3919 Townsgate Drive, San Diego, CA 92130

CALL TO ORDER AND ATTENDANCE

Board Member	Representing	Present	Excused	Absent
1. Rick Newman	Neighborhood 1	X		
2. Nancy Novak	Neighborhood 3	X		
3. Hollie Kahn	Neighborhood 4/4A		X	
4. Debbie Lokanc	Neighborhood 5		X	
5. Christopher Moore	Neighborhood 6	X		
6. Steven Ross	Neighborhood 7	X		
7. Frisco White, Chair	Neighborhood 8	X		
8. Anne Harvey	Neighborhood 8A & 8B	X		
9. Steve Davison	Neighborhood 9	X		
10. Laura Copic	Neighborhood 10	X		
11. Shreya Sasaki	Pacific Highlands Ranch, District 11		X	
12. Jonathan Tedesco	Pacific Highlands Ranch, District 12	X		
13. VACANT	Business Representative			
14. Victor Manoushakian	Business Representative	X		
15. Allen Kashani, Secretary	Developer Representative	X		
16. Christian Clews	Investor Representative	X		
17. Brian Brady	Investor Representative		X	

APPROVAL OF MINUTES

Chair White removed Cal Coast Academy from the Action Agenda and noted there are no action items. A motion was made by Board Member Clews to approve agenda. All members voted in favor, 10-0-0.

Board Member Clews noted that his absence for last month’s meeting should be labeled as excused not absent.

Board Member Copic noted under Announcements to add “in Torrey Hills” to the police report after “ATM” in the first paragraph. She also noted under Announcements to add “near Carmel Valley road” to the first sentence in the third paragraph mentioning a serious vehicle accident on Del Mar Heights Road.

She also noted a misunderstanding she had with Ms. Lake under Information Agenda, #3. It was concerning the loop road that the fire department has an issue with. Board Member Copic mentioned that what the fire department looked at was a single entry frontage road, with no in or out. Ms. Lake thought she was asking a question about whether there was an in or out of the loop.

Chair White said he would call and ask because he doesn't know if Ms. Lake understood that.

Board Member Moore clarified under Public Communication that it is the Chipotle center near Shell station on Valley Center Drive.

A motion was made by Board Member Copic to accept the minutes, as corrected. The motion was seconded by Board Member Kashani and passed on a vote of 9-0-2.

CONSENT AGENDA

None.

PUBLIC COMMUNICATION

None.

ANNOUNCEMENTS

None.

WRITTEN COMMUNICATIONS

None.

COMMUNITY PLANNER REPORT

None.

COUNCIL DISTRICT 1 REPORT – Mel Millstein, Office of Councilmember Sherri Lightner
Mel Millstein reported that One Paseo will be heard by the City Council on January 27, 2015. The meeting is scheduled downtown at 6:00 p.m., but this is tentative at this time. Board Member Copic asked why the meeting is being held at a different time than usual and Mr. Millstein responded that it is to ensure the time is convenient for community members.

Mr. Millstein reported that the infrastructure bond lawsuit (on capital bonds) filed by San Diegans for Open Government was dismissed by the Superior Court. This decision means that capital bonds can now move forward including:

- \$48 million for libraries
- \$22 million to replace storm drains
- \$43 million for paving new streets
- \$1 million for new sidewalks
- \$4.3 million for ADA projects

Starting on November 8, 2014 the Carmel Valley Library hours will increase four additional hours throughout the week and will be open on Sundays.

The office of Sherri Lightner will be doing a re-usable bag giveaway at Sprouts on Governor Drive in University City on December 17 from 4:00 to 6:00 p.m.

Board Member Moore encouraged them to consider having the One Paseo City Council meeting in the community.

MAYOR'S REPORT

None.

COUNTY SUPERVISOR'S REPORT

Chair White announced December 3rd is Sachiko Kohatsu's last day. She was present for the last time at October's meeting.

STATE ASSEMBLY REPORT – Michael Lieberman, Office of Assemblymember Brian Maienschein

Michael Lieberman reported that Assemblyman Maienschein was reelected to a new term. The new legislative session will begin January 2015.

STATE SENATE REPORT

None.

US CONGRESS REPORT

None.

INFORMATION AGENDA

1. Rancho Del Sol: Presentation of 96 unit affordable home community in PHR.

Applicant – Randy Slabbers, Chelsea Investments

Randy Slabbers from Chelsea Investments presented information on a 96-unit affordable home project in Pacific Highlands Ranch. The project consists of one, two, and three-bedroom units in the California bungalow architectural style. The project encompasses eight two-story, multi-family buildings with a recreation center, office building, and pool. Mr. Slabbers showed architectural renderings of the project. There is alley parking between the buildings with a total of 250 parking spots. The homes will be available for families making 50 – 60 percent of median income. They hope to close the deal in December and start construction January 15, 2015.

2. San Dieguito River Park: Presentation about the western end of the SDRP, status of SDRP projects, etc.

Applicant – Shawna Anderson, AICP, SDRP, JPA

Shawna Anderson from the San Dieguito River Park JPA gave an update on what is going on at the park. The San Dieguito River Park JPA formed in 1989 to preserve the lagoon and watershed. Ms. Anderson shared a map of the San Dieguito River Park. The JPA's mission is to protect San Dieguito River Valley and provide public access to the valley and the San Dieguito River Park, a 55-mile long open space river corridor. The lagoon and surrounding area is the western gateway to the park.

Ms. Anderson discussed recent and planned projects in the park. The JPA recently completed 150 acres of new wetland creation with Southern California Edison, as mitigation for the San Onofre Nuclear Power Plant. A Coast to Crest Trail segment was built as part of this project. They also built a pedestrian nature trail that is parallel to the previous one. Called the Dust Devil Nature Trail, it is popular for dog walkers and runners. The "bird wing" public amphitheater was also completed. A ranger station has been approved and the JPA is currently seeking a coastal permit. A nature center is planned near the ranger station, but they don't have full funding to start the project. The JPA is

working on connecting trails through Gonzalez Canyon from Pacific Highlands Ranch along El Camino Real. Ms. Anderson talked about an under-crossing portion of the trail that will provide a separated path for horses, pedestrians, etc. Future projects include wetland restoration in the lagoon, watching the widening of the I-5 to ensure it doesn't impact the trail, and under grounding of power lines by SDG&E.

Board Member Novak asked about access to the Dust Devil Nature Trail from High Bluff Drive. Ms. Anderson answered that they have talked to the ranger about access and they are working on it. It is steep and they need to look at the best routes to use and cultivate before proceeding.

Board Member Manoushakian asked what the cost is for these projects and who is paying for it. Ms. Anderson answered that different sources are funding different projects. Some is mitigation funding, and some are using SANDAG grants and local/state funding. Board Member Manoushakian asked if there are any public areas for picnics. Ms. Anderson answered that there are no big grassy areas, but there are benches and the amphitheater for families to use. The objective is to provide minimally invasive public access.

Ms. Anderson provided the website address, SDRP.org, for more information.

ACTION AGENDA

None.

SUBCOMMITTEE MEETING REPORTS AND ANNOUNCEMENTS

Subcommittee	Representative	Report	Next Meeting
1. Regional Issues & Design Review	Harvey, Jan Fuchs	None	1 st Wednesday, January
2. FBA	White	None	None noted
3. MAD	Newman	None	1 st Tuesday in January
4. MAD N10	Copic	None	None noted
5. MAD PHR	Tedesco	None	None noted
6. Bylaws/Elections Policies/Procedures	Clews	None	None noted
7. Community Concourse	White	None	None noted
8. Trails	Harvey (Copic, alternate to LPCP CAC)	None	None noted
9. CVREP	Clews	None	None noted
10. San Dieguito River Park	Harvey	None	None noted
11. CPC	Novak	None	None noted
12. Signage	John Dean	None	None noted
13. Livability	Moore	None	None noted

CHAIRS REPORT

None.

OLD/ONGOING BUSINESS

None.

ADJOURNMENT

Chair White announced that there will be no meeting in December. The meeting was adjourned at 8:05 p.m.

Directors:

President, Lisa Ross
Treasurer, Preston Drake
Community Outreach, Amy Wood
Graphic Design, Angelika Drake
Bill Woolson
Gary Levitt
Ken London
Paul Metcalf



info@delmarmesa.org
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(858) 755-7999

FUND MANAGEMENT AGREEMENT

This Agreement is made and entered into as of _____, _____
by and between the FRIENDS OF DEL MAR MESA, a California nonprofit public
benefit corporation (“Administrator”) and The Carmel Valley/Del Mar Mesa Trail
Fund Management Group*. (“Trail Fund Managers”)

RECITALS

WHEREAS, Administrator is exempt from income taxation under Section
501(c)(3) of the Internal Revenue Code as a nonprofit Public Charity organization.

WHEREAS, Administrator is an established community organization

WHEREAS, Trail Fund Managers have been chosen by their respective
Community Planning Groups to manage funds dedicated to trail maintenance and
enhancement

WHEREAS, Trail Fund Managers engage in activities consistent with the
mission and bylaws of Administrator

WHEREAS, Trail Fund Managers desire to assign certain services described
in this Agreement to Administrator

WHEREAS, Administrator desires to provide such services to Trail Fund
Manager

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and
agreements contained in this Agreement, Administrator and Trail Fund Managers
agree as follows:

AGREEMENT

1. Services to be Rendered by Administrator:

- a. Accept a contribution of \$250,000 from Manchester Resorts for the sole purpose of enhancement and maintenance of shared trails with a geographical area of focus on the trail system that connects the Del Mar Mesa Preserve, Carmel Mountain Preserve and Los Penasquitos Canyon Preserve and connecting the Del Mar Mesa and Carmel Valley communities.
- b. Review and approve budgets and expenditures for consistency with the bylaws and mission of Administrator.
- c. Maintenance of a separate dedicated bank account for this contribution
- d. Providing all accounting services related to recording of all transactions.
- e. Payment of accounts payable
- f. Preparation and distribution of required financial statements
- g. Provide indemnification under Article 11 of Administrator's bylaws
- h. Include relevant information on Administrator's website
- i. Provide public relations assistance if/when requested
- j. Allow one co-signer from Trail Funds group for the Trail Funds dedicated bank account providing they are also a board member of the FODMM. Two signatures are only necessary for checks over \$5,000.00.

2. Trail Fund Managers activities:

- a. Development of policies, programs, governance, fund management consistent with the fund's purpose.
- b. Establish budgets for the fund and/or project specific and submit to Administrator for approval to ensure that projects do not jeopardize Administrators not for profit status.
- c. Hire contractors
- d. Approving invoices and submitting approved invoices to Administrator for payment.
- e. Establish processes and procedures for selecting projects, establishing project budgets, selecting contractors, and establish internal metrics for authorizing projects through the administrator.

3. Administrator obligations

- a. Make financial statements available on a periodic basis to Trail Fund Managers.
- b. File federal and state tax forms as required to maintain non-profit status.
- c. Make payments to contractors from the trail fund
- d. Review and approve budgets and expenditures for consistency with Administrator's bylaws to ensure compliance with non-for-profit tax status. Administrator will collect any specific Trail Fund donations and will grant them back to the Trail Fund account. Trail Fund managers agree not to compete with any FODMM fund raising.

4. Trail Fund Managers obligations

- e. Provide all operating budgets and project budgets to Administrator for approval to ensure consistency with Administrators bylaws.
- f. Cover overhead expenses specific to the trail fund, e.g. accounting, tax return preparation, additional liability insurance which can be shown to be directly related to the increased amount of funds under the control of Administrator so that providing these services does not result in unreimbursed costs being incurred by Administrator.
- g. Keep appropriate records, such as meeting minutes and meeting attendees and provide copies to Administrator.

5. Reports

Trail Fund Manager acknowledges that Administrator cannot effectively perform services under this Agreement without full access to documents and records. Therefore, Trail Fund Managers agrees to furnish to Administrator, on a timely basis all records, billings, minute books and other documentation necessary for Administrator to perform services under this Agreement.

6. **Term.** The term of this Agreement shall commence on the Effective Date and continue until terminated pursuant to Section 7 of this Agreement.
7. **Termination.** This Agreement may be terminated with or without cause by either party upon (30) day prior written notice to the other party.

Administrator reserves the right to terminate the Agreement immediately if it is determined by the Administrator's Board of Directors that actions by the Trail Fund Managers violate the bylaws of the corporation, acts in a manner that compromises the good name of the organization or fails to provide appropriate documentation in a timely manner when requested in writing.

If terminated, the remaining funds shall be distributed to an appropriate nonprofit 501(c)(3) as required under Section 5.2 of Administrator's bylaws.

8. **Nonprofit Community Organization.** The parties expressly intend and agree that Trail Fund Managers is operating as a restricted fund management team of Administrator with sole authority for development of policies, programs, governance, fund management, consistent with the trail fund's purpose. It is further specifically acknowledged and agreed that nothing in this Agreement shall be considered to create more than the mutual duties, responsibilities and benefits set forth herein. Nor will this agreement prohibit Administrator from establishing other trail funds as long as funds are kept separate. Governance of Administrator remains the sole responsibility of Administrator's Board of Directors.
9. **Liability.** Administrator shall not be liable, responsible or accountable, in damages or otherwise, to the Trail Fund Managers for any act or omission performed or omitted by Administrator in good faith on behalf of the Trail Fund Managers, and in a manner reasonably believed by Administrator to be within the scope of the authority conferred upon Administrator by this Agreement

Miscellaneous

10. Assignment. Neither Administrator nor Trail Fund Manager shall assign, sell, or transfer any of the rights and obligations under this Agreement.

11. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the Superior Court of California, County of San Diego shall be the sole venue and jurisdiction for the bringing of such actions.

12. Severability. If any term, provision covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way to affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ADMINISTRATOR:

Friends of Del Mar Mesa

Lisa Ross, Board President

Preston Drake, Board Treasurer

TRAIL FUND MANAGERS:

For Carmel Valley

For Del Mar Mesa

*Designation to be determined by committee appointed by community planning boards