



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors meeting
August 13, 2024, at 1:30 p.m.

Boardroom

Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, California 92014

While the 22nd District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 22nd DAA will also provide for remote participation by Board members and members of the public. If you prefer to participate remotely, please check the 22nd DAA's website ([Public Information](#)) for the ZOOM link and/or ZOOM dial-in instructions on how to participate and/or view this meeting.

OUR PURPOSE

We are a timeless community treasure where all can flourish, connect, and interact through year-round exceptional experiences.

OUR MISSION

We connect our community through shared interests, diverse experiences, and service to one another in an inclusive, accessible, and safe place with an emphasis on **entertainment, recreation, agriculture, and education.**

22nd DAA BOARD OF DIRECTORS

Frederick Schenk, President

Michael Gelfand, 1st Vice President

G. Joyce Rowland, 2nd Vice President

Mark Arabo, Director

Lisa Barkett, Director

Phil Blair, Director

Kathlyn Mead, Director

Don Mosier, Director

Sam Nejabat, Director

Secretary-Manager

Carlene Moore

Chief Executive Officer

22nd DAA Counsel

Joshua Caplan

Office of the California Attorney General

OUR GOALS

THE LENS

Treat the campuses of the fairgrounds as one ecosystem where all activities are complementary and aligned with the purpose, mission, vision and values of the San Diego County Fair & Event Center.

BUSINESS PLAN

Acknowledging the short-term need to plan for fiscal recovery and stabilization, create a 5-to-10-year business plan that rebuilds a strong financial base, contemplates new business activities and partnerships, provides program accessibility, and leads to a thriving San Diego County Fair & Event Center.

MASTER PLAN

Create an environmentally and fiscally responsible land use plan for the San Diego County Fair & Event Center, aligning with purpose, mission, vision, and values of the organization.

COMMUNITY ENGAGEMENT

Incorporate community engagement within the Business Plan and Master Plan processes to enhance understanding and expand opportunities.

Persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the Chief Executive Officer, (858) 755-1161, at least five working days prior to the meeting to insure proper arrangements can be made.

Items listed on this Agenda may be considered in any order, at the discretion of the chairperson. This Agenda, and all notices required by the California Bagley-Keene Open Meeting Act, are available at www.delmarfairgrounds.com. Public comments on agenda items will be accepted during the meeting as items are addressed.



22nd District Agricultural Association Board of Directors Meeting
AGENDA
August 13, 2024, at 1:30 p.m.

CALL TO ORDER – PRESIDENT FREDERICK SCHENK

All matters noticed on this agenda, in any category, **may be considered for action as listed**. Any items not so noticed may not be considered. Items listed on this agenda may be considered in any order, at the discretion of the Board President.

ROLL CALL

CONSENT CALENDAR [Action Item]

All matters listed under the Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff, or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board at the time requested and be recognized by invitation of the Chair to address the Board.

- **Minutes, Regular Meeting May 14, 2024** 6-10
- **Minutes, Regular Meeting July 15, 2024** 11-13
- **Contract Awards & Approvals** 14-15
 - **Standard Agreements from Competitive Solicitation**
23-021 AM1 On Call Environmental Services

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

This item is for public comment on issues **NOT** on the current agenda. No debate by the Board shall be permitted on such public comments and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item. Speaker's time is limited to **two** minutes and may be modified based on the number of public speakers. No speaker may cede their time to another speaker.

GENERAL BUSINESS

- A. **San Diego Double-Track Project Presentation from SANDAG** [Informational] PowerPoint
- B. **Fair Operations Committee Report** – Frederick Schenk, Chair 16-17
 - 1. Consideration and vote to amend the theme for the 2025 San Diego County Fair [Action Item]
- C. **RTA/SRTLTC Committee Report** [Informational] – Mark Arabo, Chair 18
- D. **Finance Committee Report** – Michael Gelfand, Chair 19-25
 - ~~Introduce new draft policies~~ [Informational]
 - 1. Discuss and vote on whether to direct staff to research options to restructure or refinance the Del Mar Race Track Authority Revenue Bonds, Series 2015 and return to the Board to discuss those options at a future meeting [Action Item] 26-27
 - 2. Discuss and vote to approve an installment payment agreement with Nilforushan Equisports relating to Event Rental Agreement 24-4002 [Action Item] 28-29

- | | | |
|----|--|--------|
| 3. | Discuss and vote on whether to approve event agreement with Nilforushan Equisports for a multi-day equestrian show event branded as Seaside Equestrian Tour [Action Item] | 28-29 |
| E. | Strategic Planning Committee Report [Informational] – Michael Gelfand, Chair | 30-85 |
| | • Consideration of draft Guiding Principles for the approach to the creation of a new Master Site Plan building on the Outreach and Education Plan adopted by the Board | 33-36 |
| F. | As required by Government Code, Section 11126(c)(7)(B), discussion to identify the District’s expected negotiations with the City of San Diego regarding a temporary and permanent easement to portions of the District’s Horsepark property located at 14550 El Camino Real Del Mar, CA 92014 (APN: 302-090-34). [Informational] | Verbal |

CLOSED EXECUTIVE SESSION (NOT OPEN TO THE PUBLIC)

Pursuant to the authority of Government Code section 11126(a), (b), (c), and € the Board of Directors will meet in closed executive sessions. The purpose of these executive sessions is:

- A. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, there is significant exposure to litigation against the 22nd DAA.
- B. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party.
- C. To confer with counsel, to discuss, and consider negotiations with the City of San Diego regarding a temporary and permanent easement to portions of the District’s Horsepark property located at 14550 El Camino Real Del Mar, CA 92014 (APN: 302-090-34) and provide instruction to District negotiator regarding the price and terms of payment by City of San Diego for 3,238 square feet of temporary easements and 8,577 square feet of permanent easements.

RECONVENE TO OPEN SESSION

Report on actions, if any, taken by the Board in closed executive session.

EXECUTIVE REPORT [Informational] – CEO Carlene Moore

- | | |
|---|------------|
| • Operational Announcements | |
| ○ Del Mar National Horse Show Wrap Up | Verbal |
| ○ 2024 San Diego County Fair Wrap-Up Report | PowerPoint |
| ○ KAABOO Postponement | Verbal |
| • Construction Projects & Facilities Updates | 86-89 |
| • Industry News & Updates | Verbal |
| • Review of Contracts Executed per CEO Delegation of Authority | 90-139 |
| ○ <u>Standard Agreements</u> | |
| 23-050 AM1 Strategic Consultant; 23-062 AM2 Communication Training; 23-069 AM1 Beer Facilitator; 23-070 AM1 Beer Coordinator; 24-021 StrengthsFinder Assessments, Workshops, and Coaching; 24-034 Equipment Maintenance; 24-038 Offsite Parking; 24-039 Used Oil Collection; 24-040 Civilian Traffic Control Training; 24-044 Video Production for 2024 SDCF; 24-045 Civilian Traffic Control Training; 24-046 Del Mar National Horse Show 2025 | |
| ○ <u>2024 San Diego County Fair Entertainment Agreements</u> | |
| 24-1038 Frias Entertainment f/s/o Pancho Barraza; 24-1131 Ron Bocian; 24-1132 Robert Benjamin Parks; 24-1133 Fireworks America; 24-1134 Todd Charles Steinberg f/s/o The Moogician; 24-1135 Ann Heller f/s/o Fleetwood Max!; 24-1136 Anthony Capunay; 24-1137 David Maldonado; 24-1138 Marisa Derring; 24-1139 Philip Ongert; 24-1140 Robert Nash; 24-1141 Rodolfo Acosta Jr.; 24-1142 Connie Graybull | |

- **2024 San Diego County Fair Judging Agreements**
24-72J Randy Shumaker; 24-73J Max Horan; 24-74J McKenna Laban; 24-76J Malia Arpon; 24-77J Emily Emch; 24-78J Kevin Stanford; 24-79J Donna Kurtz; 24-80J Michael Parsons; 24-81J Alex Wisler; 24-82J Lenny Schudar; 24-83J Veronica Gomez; 24-84J Max Horan; 24-85J Denise Quires; 24-86J Rick Schudar
- **Event Agreements**
24-834 Viewpoint Brewing; 24-851 La Mesa RV Center; 25-838 CBF Productions; 25-843 Villainarts Inc; 25-856 FoodieLand LLC; 25-857 Del Mar Trade Shows, Inc.; 25-864 Jiu Jitsu World League, LLC; 25-866 TMT Productions, LLC; 25-867 Viewpoint Brewing
- **Commercial Vendor Agreements**
24-833 Live Aloha Designs; 24-835 O’Ryan LLC; 24-836 O’Ryan LLC; 24-839 Discount Pictures Mart dba SoCal Arts; 24-840 Garhua; 24-841 Straight Chillin; 24-842 ToeAsis; 24-845 UNCOMMON USA; 24-846 San Diego Amusements; 24-847 Bird Rock Coffee Roasters; 24-848 Gecko Hawaii LLC; 24-849 Eyephoria Iris Photography; 24-850 Farm Fresh To You; 24-859 Wimsico; 24-860 Karen Doyle; 24-861 Big Bully Turf; 24-862 Professional Wine Opener; 24-863 Denise Nichols dba Potpourri Pies; 24-865 ZF North America
- **Concession Agreements**
24-837 AGM Concessions; 24-844 PSQ Productions; 24-852 Vartanian Concessions Mgmt; 24-853 AGM Concessions; 24-854 Rock’s Concessions; 24-855 Fernie’s Concessions Inc.; 24-858 Grand Beverage

MATTERS OF INFORMATION

- ~~Committee Assignments~~
- 22nd DAA Ticket Policy
- Correspondence

140-144
145-165

ADJOURNMENT



22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
May 14, 2024

MINUTES

The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website:
<https://www.delmarfairgrounds.com/p/public-information1>

OFFICERS PRESENT

Frederick Schenk, President
Michael Gelfand, 1st Vice President
G. Joyce Rowland, 2nd Vice President

DIRECTORS PRESENT

Mark Arabo
Lisa Barkett
Phil Blair
Kathlyn Mead
Don Mosier
Sam Nejabat

OTHERS PRESENT

Joshua Caplan, Deputy Attorney General
Carlene Moore, Chief Executive Officer
Melinda Carmichael, Chief Administrative Officer
Katie Mueller, Chief Operations Officer
Tristan Hallman, Chief Communications Officer
Donna O'Leary, Office Manager

CALL TO ORDER

President Schenk called the meeting to order at 1:32 p.m. with a quorum present.

ROLL CALL

President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were present.

CONSENT CALENDAR

PUBLIC COMMENT ON CONSENT CALENDAR (see pages 8-9 of transcript)
Martha Sullivan

Sponsorship agreement SPO-17-056 AM2 was removed from the Consent Calendar for further discussion.

Vice President Rowland moved to approve the Consent Calendar with the removal of SPO-17-056 AM2. Director Blair seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor and the motion carried 9-0.

Sponsorship Agreement SPO-17-056 AM2 (Hollandia Dairy)

Director Mosier recommended that the District address concerns with sponsor Hollandia Dairy about the outbreak of bird flu in dairy cows. Director Mead asked that Hollandia provide information and updates to the District on the situation. CEO Moore explained that the California Department of Food and Agriculture is actively monitoring the situation and apprising the California fair industry of best practices for dairy cattle shows.

Director Mosier moved to approve SPO-17-056 AM2. Director Mead seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor and the motion carried 9-0.

PUBLIC COMMENT ON NON-AGENDA ITEMS (see pages 15-20 of transcript)

Ashley McCaughan, Jane Cartmill, Martha Sullivan

GENERAL BUSINESS

Item 5-A-1: Consideration and vote on a resolution in support of a robust community input process and related actions to guide the Master Site Plan initiative

Vice President Gelfand referred to the report on pages 75-77 of the meeting packet, and noted that the committee continues to work on the District's master site planning process. Southwest Strategies CEO Chris Wahl presented a plan to gather community input on the future of the Fairgrounds, including an interactive vision wall at the San Diego County Fair and a countywide listening tour, before assembling a project team to develop the Master Site Plan and draft an Environmental Impact Report in compliance with the California Environmental Quality Act (CEQA). The public would have further opportunities to weigh in during the CEQA review process before a final plan is presented to the Board for approval.

PUBLIC COMMENT ON ITEM 5-A-1 (see pages 35-36 of transcript)

Laura DeMarco, Martha Sullivan

Vice President Gelfand moved to adopt the resolution as presented in the meeting packet on pages 76-77 in support of a robust community input process and related actions to guide the Master Site Plan initiative. Director Mosier seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mosier, and Nejabat were in favor. Director Mead was not in favor. The motion carried 8-1.

Item 5-B-1: Vote to accept the 2022 Audit Report

Director Nejabat referred to the 2022 Audit Report beginning on page 78 of the meeting packet and introduced LSL CPA Adam Odom to present the findings.

PUBLIC COMMENT ON ITEM 5-B-1 (see pages 50-51 of transcript)

Martha Sullivan

Director Nejabat moved to accept the 2022 independent auditor's report as presented in the meeting packet on pages 78-126. Director Barkett seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor and the motion carried 9-0.

Item 5-B-2: Consideration and vote to approve policies as recommended: 4.01 Public Records Act Requests, 4.02 Records Management

Director Nejabat referred to the draft policies starting on page 127 of the meeting packet, outlining proposed records management and retention procedures for the District.

PUBLIC COMMENT ON ITEM 5-B-2 (see pages 55-56 of transcript)

None

Director Nejabat moved to approve new policies as reviewed and recommended by the Audit and Governance Committee: 4.01 Public Records Act Requests and 4.02 Records Management, as included in the meeting packet on pages 130-137. Director Arabo seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor and the motion carried 9-0.

Item 5-B-3: Consideration and vote to amend Policy 3.01 Board Composition and Officers

PUBLIC COMMENT ON ITEM 5-B-3 (see page 59 of transcript)

None

Director Nejabat moved to amend Policy 3.01 to clarify item H to specify that only the Board chair may delegate the authority to speak for the District to another Board member. Director Blair seconded the motion. President Schenk abstained from voting. Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor and the motion carried 8-0-1.

Item 5-C: DMTC Liaison Committee Report

Director Arabo reported that the committee met with the Del Mar Thoroughbred Club earlier in May to review plans for the upcoming summer race meet, and referred to pages 175-180 of the meeting packet. DMTC President Josh Rubinstein noted that ticket demand is strong so far, with revenue and volume up over last year. DMTC Vice President of Marketing Erin Bailey presented key results from 2023 and outlined marketing strategies for 2024.

PUBLIC COMMENT ON ITEM 5-C (see pages 79-82 of transcript)

Martha Sullivan, Jane Cartmill, Carla Hayes

Item 5-D-1: Consideration and vote to approve policies as recommended: 4.03 Contracts and Procurement, 4.03.01 Sponsorship Acquisition

Vice President Gelfand referred to the reports on pages 181-190 of the meeting packet and reported that the District's cash position remains healthy, allowing for the investment of nearly \$8 million in capital projects this year.

Vice President Gelfand referred to the draft policies beginning on page 191 of the meeting packet, including revisions to the District's existing contracts and procurement policy and a new policy outlining procedures and best practices for sponsorship acquisition.

PUBLIC COMMENT ON ITEM 5-D-1 (see pages 84-85 of transcript)
Martha Sullivan

Vice President Gelfand moved to approve the revised Contracts and Procurement Policy 4.03 and new Policy 4.03.01, Sponsorship Acquisition, as reviewed and recommended by the Finance Committee and as included in the meeting packet on pages 202-225. The new Policy 4.03 replaces the previous Contracting and Formal Protest Policies and Procedures as amended March 16, 2018. Director Blair seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor and the motion carried 9-0.

Item 5-E: Fair Operations Committee Report

Chief Operations Officer Katie Mueller previewed the 2024 San Diego County Fair, highlighting deals and discounts, marketing efforts, concerts and entertainment, agricultural programs, exhibits, and new rides and food offerings. The District will host nine Summer Social receptions during the Fair to engage with community partners and elected officials.

PUBLIC COMMENT ON ITEM 5-E (see page 126 of transcript)
Martha Sullivan

The meeting recessed at 4:17 p.m. for a short break, and reconvened at 4:30 p.m.

Item 5-F: Report on District insurance policies procured for 2024-25

CEO Moore referred to the report on pages 226-228 of the meeting packet and reviewed the insurance policies procured for the District for property, earthquake, equipment, terrorism, crime, and cyber.

PUBLIC COMMENT ON ITEM 5-F (see page 130 of transcript)
None

Item 5-G: Consideration and vote to delegate authority to President Schenk to approve contracts that exceed the CEO's Delegation of Authority, beginning May 15, 2024 through the next regularly scheduled and noticed District board meeting

PUBLIC COMMENT ON ITEM 5-G (see page 132 of transcript)
None

Vice President Rowland recommended delegating authority to President Schenk to approve contracts that exceed the CEO's Delegation of Authority beginning May 15, 2024, and referred to the report on page 229 of the meeting packet.

Director Mead asked to clarify the wording and broaden the motion. Vice President Rowland amended the motion, moving to delegate authority to the sitting president, or to the first or second vice president (in that order) if the president is not available, to approve contracts that exceed the CEO's Delegation of Authority, beginning May 15, 2024 through the next regularly scheduled and noticed District board meeting. Director Blair seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor and the motion carried 9-0.

EXECUTIVE REPORT

PUBLIC COMMENT ON EXECUTIVE REPORT (see pages 135-141 of transcript)
Carla Hayes, Laura DeMarco, Jane Cartmill, Brian Buffini

Operational Announcements

Chief Communications Officer Tristan Hallman gave an overview of the District's inaugural Annual Report, which summarizes 2023's events, achievements, and initiatives in the context of the District's mission, vision, purpose, and values.

Premier Food Services General Manager Mark Wiggins presented Premier's 2023 Annual Report, recapping revenues and key initiatives.

PUBLIC COMMENT ON EXECUTIVE REPORT (see page 156 of transcript)
Martha Sullivan

MATTERS OF INFORMATION

Correspondence can be found on pages 317-330 of the meeting packet.

President Schenk and the Board recognized former Board President Richard Valdez, presenting him with a commemorative photo, a Western Fairs Association Blue Ribbon Award, and a lifetime pass to the San Diego County Fair.

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Closed Executive Session at 5:30 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 6:01 p.m. President Schenk stated that there was nothing to report from the Closed Executive Session.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 6:02 p.m.

Carlene Moore
Chief Executive Officer



22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
July 15, 2024

MINUTES

The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website:

<https://www.delmarfairgrounds.com/p/public-information1>

OFFICERS PRESENT

Frederick Schenk, President
Michael Gelfand, 1st Vice President
G. Joyce Rowland, 2nd Vice President

DIRECTORS PRESENT

Lisa Barkett
Phil Blair
Don Mosier
Mark Arabo (via Zoom)

DIRECTORS ABSENT

Kathlyn Mead
Sam Nejabat

OTHERS PRESENT

Carlene Moore, Chief Executive Officer
Melinda Carmichael, Chief Administrative Officer
Katie Mueller, Chief Operations Officer
Tristan Hallman, Chief Communications Officer
Dustin Fuller, Supervising Environmental Planner
Donna O'Leary, Office Manager
Stephen Sunseri, Deputy Attorney General (via Zoom)

CALL TO ORDER

President Schenk called the meeting to order at 1:31 p.m. with a quorum present.

ROLL CALL

President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, and Mosier were present. Directors Mead and Nejabat were absent.

President Schenk announced a change in the order of items for the meeting, moving up General Business to follow Roll Call, followed by Public Comment and the Executive Report.

GENERAL BUSINESS

Item 5-A: Consideration of the San Diego Association of Governments (SANDAG)'s Notice of Preparation (NOP) of the Draft Environmental Impact Report (EIR) for the San Diego-Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Realignment Project; the Alignments Screening Report for the LOSSAN Rail Realignment Project; and the financial, planning, and operational impacts related to SANDAG's various proposals to relocate rail lines in the San Diego Subdivision of the LOSSAN Rail Corridor

CEO Moore reported that SANDAG issued a Notice of Preparation for a Draft Environmental Impact Report on June 4, with a deadline of July 19 to provide comments on the potential environmental impact of plans to realign railroad tracks through the City of Del Mar. One proposal, known as Alternative A and depicted on page 50 of the meeting packet, calls for tunneling beneath the Fairgrounds.

Supervising Environmental Planner Dustin Fuller gave a presentation on the environmental concerns with Alternative A, including negative impacts to air quality, biology, geology, and water quality, and explained that the full extent of potential hazards cannot be determined based on the limited information provided by SANDAG.

CEO Moore outlined possible financial and operational disruptions to the District under Alternative A, including adverse impacts to the San Diego County Fair, horse racing, and capital reinvestment plans, and requested direction on how to proceed.

PUBLIC COMMENT ON ITEM 5-A (see pages 46-71 of transcript)

Lisa Montes, Kimberly Jones, Carla Hayes, Ali Nilforushan, Peggy, Martha Sullivan, Dwight Worden, Tracy Martinez, Lesa Heebner

Vice President Gelfand moved to authorize and direct District staff to:

1. Proceed with a response to SANDAG's Notice of Preparation.
2. Notify SANDAG of the Board's opposition to Alternative A and any subsequent alignment that disrupts District operations.
3. Urge SANDAG to move forward with construction of the planned double tracking and seasonal rail platform.
4. Pause affordable housing discussions with the City of Del Mar until and unless the Del Mar City Council officially opposes Alternative A in accordance with the city's December 2023 Guiding Principles.
5. Engage all necessary resources to directly oppose Alternative A and any subsequent alignment that disrupts District operations.
6. Provide regular updates on discussions regarding this matter through the Strategic Planning Committee.

Director Barkett suggested broadening point 6 to include having a District representative from the Board or the Strategic Planning Committee attend meetings on the matter.

Director Rowland seconded the motion with the amendment to require a District representative to attend meetings on the matter. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, and Mosier were all in favor and the motion carried 7-0.

The meeting recessed at 3:06 p.m. for a short break and reconvened at 3:18 p.m. Vice President Rowland did not return following the break.

PUBLIC COMMENT ON NON-AGENDA ITEMS (see pages 80-92 of transcript)

Kira Dominguez, Ruby Dominguez, Martha Sullivan, Alison Prater, Bonnie Croker, Lynn Freudenberg, Jane Cartmill

EXECUTIVE REPORT

CEO Moore reviewed the contracts executed per President Schenk's Delegation of Authority between May 15 and July 15, found on pages 4-29 of the meeting packet.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 3:36 p.m.

Carlene Moore
Chief Executive Officer

ITEM 3 – CONSENT CALENDAR

August 2024

Expense Contracts

Standard Agreements from Competitive Solicitation						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
23-021 AM1	Harris & Associates, Inc.	On Call Environmental Services	RFQ	Year Round	3/22/23 – 3/21/28	\$0 AM1 (Total contract value = \$4,000,000)

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 12 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-021	1	GL# 600100-00

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME
Harris & Associates, Inc.

2. The term of this Agreement is:

START DATE
March 22, 2023

THROUGH END DATE
March 21, 2028

3. The maximum amount of this Agreement after this Amendment is:
\$4,000,000.00
Four Million Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to provide updated rates. The Rate Sheet (Exhibit B, Attachment I) is hereby revised and replaced in its entirety. The maximum amount of this Agreement is unchanged.

Amendment Effective Date: January 1, 2024
All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Harris & Associates, Inc.			
CONTRACTOR BUSINESS ADDRESS 600 B Street, Suite 2000	CITY San Diego	STATE CA	ZIP 92101
PRINTED NAME OF PERSON SIGNING Steve Winchester	TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME 22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)			
CONTRACTING AGENCY ADDRESS 2260 Jimmy Durante Boulevard	CITY Del Mar	STATE CA	ZIP 92014
PRINTED NAME OF PERSON SIGNING Carlene Moore	TITLE Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051 .a. 1		



Item 5B-1, Fair Operations Committee Report, Consideration and Vote to Amend the Theme [Tagline] for the 2025 San Diego County Fair

Background:

Every year, the San Diego County Fair is themed to provide the foundation for Fair activities, programming, and marketing efforts. These themes often provide opportunities for community partnerships that assist the execution of the theme and amplify promotional efforts.

In April 2024, the 22nd District Agricultural Association (District) Board of Directors voted to approve two theme concepts and taglines for the 2025 and 2026 San Diego County Fairs.

The 2025 theme concept was based on pets, with the tagline "Unleash the Magic." Staff started conducting research into potential partnerships with the San Diego Humane Society.

The partnership would be invaluable to the District's efforts to promote and program the 2025 pet-themed San Diego County Fair. The San Diego Humane Society does extremely important work in the San Diego County community. Regional humane societies are also known nationwide for their innovative programs that encourage and promote responsible pet ownership. The San Diego Humane Society has enthusiastically agreed to help District make connections and provide education and guidance for the theme.

However, conversations with San Diego Humane Society leaders have led to the District's understanding that the term "Unleashed" is in direct conflict with the organization's pet responsibility campaign "Love 'em and Leash 'em." This campaign aims to educate pet owners on the benefits to keeping dogs on leashes.

In addition, District staff further reconsidered the term "Unleashed" because it is not inclusive of pets that do not typically wear leashes, such as cats, birds, fish, and reptiles.

Process/Approach:

District staff in July reviewed and identified alternative potential taglines in lieu of "Unleash the Magic." Staff's goal was to convey the message that the theme is an inclusive celebration of pets without causing confusion over whether pets would generally be permitted at the Fair outside of special events, exhibits, and activities.

The exhaustive review of ideas and variations led to a discussion with the Fair Operations Committee to recommend a new tagline for 2025. Board approval in August is necessary to hit targeted operational deadlines for graphic design, website development, and advertising production.

Recommendation

The Committee recommends approval of an alternative tagline for the 2025 pet-themed San Diego County Fair.



Item 5-C, RTA/SRTLCL Committee Report

The Del Mar Race Track Authority (RTA) and State Race Track Leasing Commission (SRTLCL) met on August 2, 2024. The primary purpose of the meetings was to 1) discuss the timing and disposition of the Grandstand asset and all related improvements under Section 9 of the Joint Exercise of Powers Agreement (JPA), 2) consider pursuing research to restructure or refinance the Del Mar Race Track Authority Revenue Bonds, Series 2015, and 3) approve the Sixth Amendment of the Del Mar Race Track Operating Agreement.

As a reminder, the RTA was formed August 1, 1990, through the JPA between the 22nd District Agricultural Association (District) and the SRTLCL — and was subsequently amended in 1996, 2013, and 2015 — for the “purpose of financing the capital improvements, renewals, and replacements at the District’s fairgrounds.”

Since August 2023, the RTA Board has been considering how to uncomplicate the accounting for the assets that were built or improved upon on District property using bond revenue and were previously recorded and reported as assets of the RTA.

After careful review and discussion with the municipal advisor, bonds counsel, and certified public accountant to the RTA and District, it has been determined that while there is a historical basis for the accounting treatment of the Grandstand and other financed assets, it was an unnecessary approach. In addition, upon further analysis, the ownership of the financed facilities does not impact the security of the bondholders.

At the recommendation of RTA bond counsel, in consultation with the certified public accountants for the RTA and District, the RTA Board voted to recommend that the JPA document be amended through the approval of the Commission and District at subsequent meetings to clarify that, for accounting purposes, the financed assets shall be reflected on the audited statements of District as District assets.

The RTA Board and SRTLCL also received a presentation by KNN Public Finance, municipal advisors to the RTA, about the opportunity to refinance or restructure the Bonds in 2025. The RTA, followed by the SRTLCL, voted to direct staff to research options and return to discuss options at a future meeting. This matter still requires further action by the District Board.

In addition, SRTLCL voted to approve the Sixth Amendment of the Del Mar Race Track Operating Agreement negotiated by the District with the Operator (Del Mar Thoroughbred Club), resulting in a Direct Payment increase of 27% over six years to the District and clean-up of certain language and terms to conform with historic practices that may not have been in line with the original Agreement, e.g. parking operations.



Item 5-D, Finance Committee Report

Background

The included preliminary financial reports for 2024 are through June 30 and are subject to change as the 22nd District Agricultural Association (District) works to review and close out the month.

The Balance Sheet is consolidated and inclusive of District, State Race Track Leasing Commission, and Race Track Authority. The Income Statement is inclusive of District programs and operations only.

As has previously been discussed, due to the proximity of the Board meeting dates to the end of the month immediately prior, there is approximately a six (6) week lag between the financial report presentation and current activity. Therefore, the Committee reviews and presents financial reports to the Board from two months prior (March financials in May, April financials in June, etc.).

Meeting monthly, the Finance Committee monitors detailed financial information and activities, including accounts receivable and payable aging; income statements for business operations including The Sound and Premier Food Services; and reviews and recommends rates and fees for services and activities.

This month, the Committee considered the opportunity to restructure or refinance the Del Mar Race Track Authority Bonds, Series 2015, and the request from Nilforushan Equisports to negotiate an installment payment agreement relating to Event Rental Agreement 24-4002 and new terms for a multi-day equestrian show in subsequent years.

Executive Summary

Balance Sheet:

Data for fiscal years 2022 and 2023 are included for comparison purposes to the current year, 2024.

- **Assets:**
 - **Total Cash and Cash Equivalents:** District's unrestricted cash position continued to remain strong through the month of June. As a reminder, District began reinvesting back into the facility in 2024 — asphalt, workspace renovations, escalator modifications, roof repairs, etc. — which may result in a reduction in Cash position by the year's end.

- **Restricted Cash RTA:** This reflects the Cash available for the Race Track Authority bond obligations. This includes:
 - 1) maintaining a reserve fund held in trust equivalent to one year's debt obligation;
 - 2) the current year's debt obligation;
 - 3) the minimum cash balance requirement for the District (the equivalent of one year's debt obligation); and
 - 4) when applicable, surplus funds contributed that revert to District.

As a reminder, Net Horse Racing Revenues and/or Net Concession Revenues are transferred to the trustee by January 15 each year. The trustee makes withdrawals in April and October for the payment of the current year debt.

- **Accounts Receivable:** This account represents revenue items that have been earned, but cash has not been collected as of the balance sheet date. Sales at Costco (\$3.2 million) and online for parking, admissions, carnival, and concert tickets (\$3.7 million) over the last weekend in June 2024 were not received until early July as merchant account settlements and bank deposits are delayed by about two to three business days.

- **Liabilities:**

- **Deferred Revenue:** This consists of advance payments received for scheduled activities in the future, such as event rentals and the San Diego County Fair. In 2023, advance purchases of parking, admission, carnival, and concert tickets were recognized as they were sold during June and July. In 2024, advance purchases are deferred and recognized as revenues during the month that Fair guests have indicated their intended use.
- **Accrued Employee Leave Liabilities:** This reflects the current value of the leave balances due to employees upon separation from District. Balances continue to be managed to remain within the state-mandated thresholds.

- **Footnotes:**

- **Footnote 7** reflects approximate balances of Long-Term Debt obligations as of the first of the year. This information is updated annually.

Income Statement (All Programs & Operations):

Revenues are recognized in the month in which they are earned; expenses in the month incurred. For example, revenues for the San Diego County Fair will be reflected in the June and July financial reports, while expenses for producing and

preparing for the Fair will be reflected in the months leading up to and after the Fair.

The first three columns of figures represent the month's activity — Actual, Budget, and Variance of Actual vs. Budget. The middle grouping of columns represents the year-to-date activity, while the last column presents the complete 2024 Operating Budget goals.

The overall activity for the month of June was in line with the forecast mainly due to timing differences of revenue or cost elements when compared to the budgeted amounts. The 2024 San Diego County Fair was mostly operating during the month of June and in part in the month of July. A full impact and analysis of the 2024 Fair will be available upon completion of July statements as there are timing differences between budget assumptions and actual results for both revenues and expenses.

For the year, including June, overall activity has exceeded forecasts, in part, due to receiving New Fair Funds (AB1499) in the amount of \$1,484,500 in January, which was unanticipated at the time the budget was developed and approved. District is utilizing the New Fair Funds for a portion of the capital expenditure items this year.

- **Revenues:**

- **Total Operating Revenues** for the month were lower than expectations by 8%, or about \$2,740,000. Through the first half of the year, total operating revenues are lower than forecast by about 9% or \$3,800,000, in large part due to actual revenue earned versus what was anticipated during the budget process for the Fair.
- **Concessions Revenues:** Concessions revenues fell short of expectations for the month of June by 15%, or nearly \$2,800,000.
- **Facility Rentals Revenues:** Through the first half of the year, this category is higher than forecast by nearly 40%, or \$1,612,598, with Commercial Exhibit Space revenues higher than the forecasted amount in June by 63% or \$825,320.
- **Parking Revenues** fell short of the forecast for the month by 8%, or \$255,156. Through the first half of the year, this element is lower than forecast by 5%, or \$243,408.
- **Total Revenue** through the first half of the year is \$173,234 better than originally anticipated in the budget.

- **Expenses:**

- **Total Operating Expenses** were lower than expected by 10%, or \$2,334,395 for the month. Through the first half of the year, total operating expenses were lower than forecast by nearly 11% or \$4,642,200, which may be due to timing differences between amounts

budgeted and actual services performed or anticipated expenses that may not materialize.

- **Payroll & Related Expenses** are indicative of the ability to fill full-time, civil service vacancies within any given month as well as actual hours incurred versus those anticipated for temporary employees working during events. For the month, District is trending lower than the budgeted amount by 11%, or \$518,000. Through the first half of the year, this element is lower than the budget by 10%, or \$1,145,000.
- **Professional Services** consists of a multitude of services, the largest being food and beverage. The actual timing of expenditures in this category may differ from the budgeted amounts, resulting in variances between the months during the year. For the month of June, this category is trending lower than forecast by 20%, or \$1,160,000. Through the first half of the year, this category is lower than the budget by nearly 22%, or \$2,748,000.
 - **Food and Beverage Expenses** are trending below budget by 11%, or \$281,000, for the month. Through the first half of the year, this element is lower than the budget by 16% or \$888,000 mainly due to a lower number of events at The Sound than were forecasted in the budget for the first five months of the year.

Summary

Overall, through the first half of the year, District operations are performing better than expected by nearly \$4.6 million. As a reminder, the 2024 San Diego County Fair was mostly operating during the month of June and in part in the month of July. A full impact and analysis of the 2024 Fair will be available upon completion of July statements as there are timing differences between budget assumptions and actual results for both revenues and expenses.

22nd DAA
Consolidated Balance Sheet (DAA, RTA, RTLC)
As of June 30, 2024

	2024	2023	2022
Assets			
Cash	\$ 39,389,820	\$ 42,253,345	\$ 36,825,192
Restricted Cash - JLA	57,449	410,075	241,917
1 Restricted Cash - F&B Equipment Fund	51,157	68,625	338,980
2 Restricted Cash - RTA	11,531,941	12,563,618	11,941,017
Total Cash and Cash Equivalents	51,030,366	55,295,663	49,347,106
Accounts Receivable	10,411,366	5,798,709	6,520,502
Prepaid Expenses	677,843	667,525	785,587
3 Deferred Outflows Pension	5,298,571	5,298,571	5,298,571
Total Current Assets	16,387,779	11,764,806	12,604,660
Land	36,787,459	36,829,663	35,011,899
Building and Improvements	217,564,033	217,564,033	197,083,247
Equipment	39,102,089	38,655,087	38,079,620
Capital Projects in Process	13,163,860	9,630,957	30,785,973
Accumulated Depreciation	(190,884,268)	(186,114,264)	(177,547,064)
Total Capital Assets	115,733,173	116,565,476	123,413,676
Total Assets	\$ 183,151,318	\$ 183,625,945	\$ 185,365,441
Liabilities			
Accounts Payable	13,452,903	10,632,877	12,239,153
Payroll Liabilities	2,841,920	2,173,554	1,821,943
Accrued Liabilities	1,737,262	1,928,562	2,047,026
Other Current Liabilities	720,553	1,587,201	2,511,586
5 Deferred Revenue	5,254,713	844,049	(309,338)
4 Current Long Term Debt	1,896,780	2,513,460	3,031,007
6 Accrued Employees Leave Liabilities	1,461,214	1,309,136	1,260,675
7 Long Term Debt	56,994,275	60,492,827	63,962,267
Reserve - F&B Equipment Fund	71,212	7,339	403,246
Reserve - JLA	43,292	36,607	16,305
3 Pension Liability	40,235,474	40,035,826	39,822,733
3 Deferred Inflows - Pension	1,754,199	1,754,199	1,754,199
Total Liabilities	126,463,796	123,315,638	128,560,802
Net Resources			
Contributed Capital	78,877,171	78,877,171	78,877,171
Less Contributed Capital to RTA	(34,358,470)	(34,358,470)	(34,358,470)
Net Resources - Unrestricted	12,353,419	11,783,919	(5,921,909)
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	52,980,333	52,410,834	34,705,006
Net Proceeds from Operations	3,707,188	7,899,474	21,473,070
Total Net Resources	56,687,522	60,310,308	56,178,075
Total Liabilities and Net Resources	\$ 183,151,318	\$ 183,625,945	\$ 184,738,877

- 1- Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and maintenance of equipment.
- 2- Per bond Pledge Agreement, maintain Reserve account and District cash separately equal to at least Maximum Annual Debt Service.
- 3- Information provided by CDFA/State Controllers Office; results from changes in components of net pension liability; applicable to a future reporting period.
- 4- Current portion of long-term debt due within the next 12 months.
- 5- Advance payments for events/activities in the future.
- 6- Due to employees at time of separation for paid leave balances.
- 7- RTA Bonds \$30.7M; Ibank WQI \$6.6M; Ibank Sound \$13.3M; Premier \$1.5M; Energy Efficiency \$3.1M; CalPers SB84 \$1.6M.

22nd DAA
Income Statement
For the Period Ending June 30, 2024
DAA

	June 2024			Year-to-Date			Full 2024
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	9,236,384	10,082,124	(845,741)	9,242,105	10,082,124	(840,020)	13,649,053
Gates	9,236,384	10,082,124	(845,741)	9,242,105	10,082,124	(840,020)	13,649,053
Concessions Revenue	15,529,336	18,308,563	(2,779,227)	16,838,952	20,842,239	(4,003,287)	53,102,000
Food & Beverage Contra	3,490,048	3,647,027	(156,979)	4,757,814	6,146,258	(1,388,444)	27,994,405
Other Food & Beverage	1,755,973	2,225,210	(469,237)	1,755,973	2,225,210	(469,237)	4,944,911
Midway	10,246,193	12,429,526	(2,183,333)	10,246,194	12,429,526	(2,183,332)	20,060,139
Facility Rentals Revenue	3,250,007	1,695,818	1,554,189	5,691,406	4,078,808	1,612,598	8,896,646
Commercial	2,125,320	1,300,000	825,320	2,125,320	1,300,000	825,320	2,501,590
Surf & Turf	98,085			709,862			
Leases Revenue	45,963	47,801	(1,838)	273,599	286,638	(13,039)	577,851
Program Revenues	2,995,532	3,663,682	(668,150)	5,326,089	5,964,087	(637,998)	8,599,861
JLA	0	472,500	(472,500)	0	472,500	(472,500)	472,500
Parking	2,891,326	3,146,482	(255,156)	4,624,779	4,868,187	(243,408)	7,303,861
Participation Fees	52,886	0	52,886	340,468	285,000	55,468	335,000
Satellite Wagering	51,320	44,700	6,620	360,842	338,400	22,442	488,500
OPERATING REVENUE TOTALS	31,057,221	33,797,988	(2,740,767)	37,372,150	41,253,896	(3,881,746)	84,825,411
Contributions	2,261,420	6,600	2,254,820	3,777,600	29,600	3,748,000	2,273,110
Government Funding	0	0	0	1,484,500	0	1,484,500	0
Sponsorships	2,259,970	4,600	2,255,370	2,281,770	27,600	2,254,170	2,269,610
Other Non-Operating Revenue	398,969	307,261	91,708	870,491	617,586	252,905	1,258,512
Interest Earnings	369,111	255,000	114,111	752,925	510,000	242,925	1,020,000
Reimbursed Costs	56,525	21,112	35,413	409,197	397,572	11,625	1,412,314
Prior Year Revenue	18,623	0	18,623	42,450	0	42,450	0
NON-OPERATING REVENUE TOTALS	2,735,538	334,973	2,400,565	5,099,738	1,044,758	4,054,980	4,943,936
TOTAL REVENUE	33,792,759	34,132,961	(340,202)	42,471,888	42,298,654	173,234	89,769,347
EXPENSES							
Payroll & Related Expense	4,030,611	4,548,775	518,164	10,298,576	11,443,749	1,145,173	20,471,458
Professional Developer	9,972	40,050	30,078	99,229	252,512	153,283	354,509
Professional Services Expense	4,752,358	5,911,391	1,159,033	9,543,964	12,291,974	2,748,010	35,271,131
Food & Beverage Expens	2,185,582	2,466,337	280,755	4,595,601	5,483,597	887,996	21,081,505
Insurance Expense	193,876	287,853	93,977	966,042	1,003,092	37,050	1,877,804
Facility & Related Expense	1,974,045	1,505,170	(468,875)	4,392,002	3,599,533	(792,469)	6,967,696
Equipment & Small Ware	17,915	0	(17,915)	125,271	324,000	198,729	330,000
Telephone & Internet	7,732	8,409	677	48,909	50,054	1,145	101,998
Repairs & Maintenance	28,576	75,241	46,665	889,996	457,446	(432,550)	748,456
Utilities	725,283	813,000	87,717	1,962,903	2,042,000	79,097	4,020,000
- Electricity	158,320	-	-	931,342	-	-	-
- Water	701	-	-	3,577	-	-	-
Supplies Expense	322,339	235,450	(86,889)	1,193,803	1,501,584	307,781	1,740,934
Marketing & Related Expense	784,091	624,150	(159,941)	1,224,621	1,185,650	(38,971)	1,499,150
Program Expenses	8,756,866	9,549,599	792,733	9,050,643	9,810,686	760,043	16,939,508
Prizes & Premiums	0	0	0	18,068	0	(18,068)	0
Artists & Entertainment	3,529,891	4,102,000	572,109	3,630,291	4,123,000	492,709	5,411,350
Midway Operator Expen.	5,183,206	5,419,622	236,416	5,183,206	5,419,622	236,416	11,117,754
Other Operating Expense	718,002	1,204,195	486,193	1,462,438	1,938,021	475,583	2,937,616
Bank & Service Fees	652,190	1,128,230	476,040	980,584	1,481,731	501,147	2,064,546
Interest Expense	70,832	70,965	133	424,990	425,790	800	841,570
OPERATING EXPENSE TOTALS	21,532,188	23,866,583	2,334,395	38,132,089	42,774,289	4,642,200	87,705,297
Other Non-Operating Expense							
Prior Year Expense	0	0	0	191,857	0	(191,857)	0
NON-OPERATING EXPENSE TOTALS	0	0	0	191,857	0	(191,857)	0
TOTAL EXPENSE	21,532,188	23,866,583	2,334,395	38,323,946	42,774,289	4,450,343	87,705,297
NET INCOME (LOSS)	12,260,571	10,266,378	1,994,193	4,147,942	(475,635)	4,623,577	2,064,050

Note: Positive variances in this report denote better than expected results for that element.

Note1: Government funding of AB-1499 was unanticipated; these funds are reserved for CAPX.

Food & Beverage Report Jun-24

June 2024 Food Service Revenues were \$3,490,223. Budgeted Revenues for June 2024 were \$3,596,066

Net distribution to the District for June 2024 was \$1,289,518 or 36.9%. Budgeted distribution for June 2024 was \$1,151,914 or 32.0%.

Year-to-date 2024 distribution to the District is \$226,179 or 4.97%. The budgeted distribution for YTD 2024 was \$680,838 or 11.62%.

Jun-24	2024 ACTUAL	%	2024 BUDGET	%	2023 ACTUAL	%
TOTAL REVENUE	3,490,223	100.0%	3,596,066	100.0%	3,743,837	100.0%
TOTAL COGS	766,481	22.0%	692,191	19.2%	697,257	18.6%
GROSS MARGIN	2,723,743	78.0%	2,903,875	80.8%	3,046,581	81.4%
TOTAL PAYROLL	985,854	28.2%	1,216,342	33.8%	915,096	24.4%
OPERATING EXPENSES	264,153	7.6%	371,059	10.3%	334,630	8.9%
NET PROFIT	1,473,735	42.2%	1,316,474	36.6%	1,796,855	48.0%
CLIENT DISTRIBUTION	1,289,518	36.9%	1,151,914	32.0%	1,572,248	42.0%

YTD	2024 ACTUAL	%	2024 BUDGET	%	2023 ACTUAL	%
TOTAL REVENUE	4,834,188	100.0%	6,082,086	100.0%	5,486,930	100.0%
TOTAL COGS	1,005,747	20.8%	1,181,855	19.4%	1,062,221	19.4%
GROSS MARGIN	3,828,441	79.2%	4,900,231	80.6%	4,424,709	80.6%
TOTAL PAYROLL	2,795,568	57.8%	3,175,467	52.2%	2,592,206	47.2%
OPERATING EXPENSES	774,383	16.0%	946,664	15.6%	821,784	15.0%
NET PROFIT	258,491	5.3%	778,100	12.8%	1,010,719	18.4%
Y-T-D CLIENT DISTRIBUTION	226,180	4.7%	680,838	11.2%	884,379	16.1%



Item 5-D-1, Finance Committee Report, Del Mar Race Track Authority Revenue Bonds, Series 2015

Background

The Del Mar Race Track Authority (RTA) was formed August 1, 1990 through the Joint Exercise of Powers Agreement (JPA) between the 22nd District Agricultural Association (District) and the State Race Track Leasing Commission (Commission) — and was subsequently amended in 1996, 2013, and 2015 — for the “purpose of financing the capital improvements, renewals, and replacements at the District’s fairgrounds.”

As a reminder, the Commission was created by the State Legislature in 1968 with the responsibility and authority to lease the Del Mar Race Track and to oversee the expenditure of the rents received from leasing the track for the purpose of implementing a long-range, comprehensive improvement of the District’s property.

History of the Financing

In September 1991, the RTA authorized the issuance of \$60 million aggregate principal amount of 1991 Taxable Commercial Paper Bond Anticipation Notes to finance the costs of developing, acquiring, constructing, and improving a portion of the Grandstand Replacement Project. It was completed in 1993. In April of 1993, the RTA authorized the issuance of \$45 million aggregate principal amount of 1993 Tax-Exempt Commercial Paper Bond Anticipation Notes, and in July 1994 increased the aggregate principal to \$50 million. The proceeds were used to fully retire the 1991 Notes and to pay for other Project costs.

Over time, the mechanism for payment of the debt obligation has changed slightly.

In 1996, the Series 1996 Bonds were issued as limited obligations of the RTA to retire the 1991 Notes and to pay for other project costs, to be repaid solely from Pledged Revenues consisting of the Race Track Net Revenues, Satellite Wagering Net Revenues, Concession Revenues, and the interest from the investment of money in various accounts or funds established under the Indenture.

To satisfy the 2005 Series Bonds, the RTA received all proceeds from Surfside Race Place (satellite wagering), the first \$2 million of food and beverage net, and all net proceeds from horse racing.

The 2005 Series Bonds were refinanced and reissued with the Del Mar Race Track Authority Revenue Bonds, Series 2015 (Bonds), and new debt was incurred. The

total par amount of which was \$44,435,000. Since 2015, the RTA receives 100% of Net Horse Racing Revenues and up to \$4 million of Net Concessions Revenues from the District (no longer receiving proceeds from satellite wagering), referred to as the Pledged Revenues, to satisfy the annual debt service on the Bonds.

Approach

Following the regularly scheduled debt service payment on October 1, 2024, the outstanding balance on the Bonds will be \$30,690,000. At the current schedule of payments, the Bonds will be fully retired in 2038, though there is the possibility that could occur as early as 2035 if Net Horse Racing Revenues and Net Concessions Revenues trigger the requirement for turbo redemptions.

The Finance Committee has been monitoring conditions related to refinancing or restructuring the Bonds since the pandemic. All bonds will be currently callable on April 1, 2025, providing the RTA, on behalf of the District and Commission, the opportunity to potentially restructure the revenue pledge to enhance the credit to provide overall savings and free up cash reserves for current projects.

In addition to the Pledged Revenues, there are three main covenants that should be taken into consideration when contemplating options to refinance or restructure the bonds. Those covenants are:

- RTA to maintain a debt service reserve fund equivalent to the Maximum Annual Debt Service until final maturity
- RTA to maintain a surplus account for turbo redemptions
- District to maintain funds on account for the bond repayment in an amount equal to at least Maximum Annual Debt Service.

Recommendation

The Committee recommends directing CEO Moore to work with RTA bond counsel and municipal advisors to research options to restructure or refinance the Del Mar Race Track Authority Revenue Bonds, Series 2015 and return to the Board to discuss those options at a future meeting.



Item 5-D-2 and 5-D-3, Finance Committee Report, Nilforushan Equisport Events, LLC Request to Negotiate an Installment Payment Plan and New Terms for Subsequent Events

Background

Following the success of the 2023 Seaside Equestrian Tour, at the request of Nilforushan Equisport Events, LLC, ("Nilforushan"), the Board of Directors approved multi-year Event Rental Agreement 24-4002 with Nilforushan, in October 2023, for a horse show to be held in the first quarter of 2024 with the option to renew each year for the following four (4) consecutive years in the District's sole and absolute discretion.

The 2024 event was held from February 7, 2024, through March 24, 2024. Due to weather conditions and challenges in the horse show industry, the 2024 event was not as successful as Nilforushan anticipated, and a balance remains on the 2024 event in the amount of \$297,950.

While the challenges were understandable, because Nilforushan is not in "material compliance" with Agreement 24-4002, the District has not granted the renewal option for 2025. The Committee reviewed the options available for the balance owed and recommends terminating the existing contract, followed by executing an installment payment agreement.

Separately, Nilforushan has expressed interest in continuing to work with the District under a new rent structure for future events that would reduce its direct payment to the District in exchange for making capital investments in the District's facilities.

The capital improvements currently proposed by Nilforushan are:

- Remove rust and paint the Arena roof/metal structure
- Update the restrooms at the Arena and Center, including paint and new sinks, stall dividers, lights, and tile
- Either:
 - Remove a section of barns to create arena space for the horse show in the backstretch area and convert a housing unit into a multi-use judging stand and housing unit; OR
 - Insert an additional crossover between the two current crossovers
- Permanently install a tiered platform on the east side of the Arena (below the Arena Room)

- Improve the drainage and roads between the barn areas in the backstretch to allow consistent use in the rainy months.

As discussed by the Committee, when considering reduced rents for future events in exchange for capital investment into the facility, the arrangement should demonstrate a clear advantage to the District and take into consideration impacts on all operations. To avoid even the appearance of a gift of public funds, any contemplated project must have a calculable, financial benefit to the District and must provide a direct offset to an expense that the District would otherwise have incurred or a new revenue source greater than the value of the investment trade.

Further research is necessary to scope each project, gather cost estimates, and understand applicability of public works project regulations such as donations of equipment, materials, supplies, and labor. California Construction Authority (CCA) is tasked with the administration of the California Code of Regulation — also known as the California Building Standards Code — by the Department of General Services to represent the California Network of Fairs. Working with CCA, District staff will research the proposed improvements and provide a cost-benefit analysis to the Finance Committee to consider in the negotiation of terms and conditions of the potential capital investment plan in exchange for reduced rents on future events.

Recommendation

The Committee recommends 1) terminating Event Rental Agreement 24-4002 Nilforushan Equisport Events, LLC; 2) authorizing CEO Moore to execute an installment payment agreement with Nilforushan Equisport Events, LLC pertaining to Event Rental Agreement 24-4002 in the amount of \$297,950 to be paid over five years; and 3) authorizing CEO Moore to separately negotiate a new multi-year Event Rental Agreement for future events that may reduce the direct payment to the District in exchange for making mutually agreed upon capital investments in the facility and to present the recommendation to the Board at a future meeting.



Item 5-E, Strategic Planning Committee Report

Background:

Since 2021, the 22nd District Agricultural Association (District) — led by its Strategic Planning Committee (Committee) — has been actively engaged in discussions regarding strategic planning to better position the organization and property for the future.

As part of this process, the Board has worked to define its mission, purpose, vision, and values; analyze potential challenges and opportunities; assess the current conditions of its facilities; consider current and potential future uses of the property; engage with stakeholders and community thought leaders; and gather input from subject-matter experts.

District also has made early and periodic efforts to engage the public as the process has moved forward. Now, the Board is taking steps to develop a master site plan that will guide future development and any potential changes to District property and business plans in the years to come.

At the March 26, 2024, Board meeting, the Board discussed the need to establish “stakes in the ground” to help guide the master planning process. The Board also discussed the importance of soliciting robust public engagement from across San Diego County.

In that spirit, at the May 14, 2024, Board meeting, the Board adopted a resolution that stated the following:

- The District’s Master Site Plan initiative must be guided by an extensive community input process. This input process should encompass solicitation of opinions from a broad range of parties. These parties include, but are not limited to, San Diego County Fair and other event attendees and participants; the District’s neighbors; community thought leaders; elected officials; regional planning and industry organizations; and environmental advocates.
- The District’s master site planning process will include a San Diego County listening tour with widespread community outreach; a preliminary design phase; a master site plan and environmental impact report development phase; and a Coastal Commission review phase.
- Throughout this community input process, the District will seek to engage the best minds and experts — both inside and outside of San Diego County — in relevant fields.

- To guide this process, the District's Chief Executive Officer is hereby directed to develop a draft set of initial guiding principles for the Master Site Plan Initiative. A draft of these principles should be presented publicly at the August 2024 Board of Directors' meeting for consideration with an anticipated vote at a subsequent duly noticed public meeting.
- The first guiding principle should be a statement that the results of the community input process will be foundational to the Board of Directors' decisions on future uses and plans at the District's properties.

In addition, after the May meeting, the San Diego Association of Governments (SANDAG) released a Notice of Preparation (NOP) for the Draft Environmental Impact Report (EIR) for the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Realignment Project. This report included three potential alignments for study, including "Alternative A," which would reroute the train corridor through a significant portion of District property. The alignment, by SANDAG's admission, would cause major disruptions to District operations and threatens District's planning efforts.

In response, District's Board of Directors met on July 15, 2024, to discuss the NOP, SANDAG's Alignment Screening Report, and impacts to District's financial planning and operations. The Board passed a resolution that officially opposed Alternative A; called for engaging necessary resources in opposition to Alternative A; supported District staff's response to environmental concerns; urged SANDAG to construct the special events rail platform as soon as possible; paused affordable housing discussions with the City of Del Mar; and requested regular updates through the Strategic Planning Committee. The District's and others' responses to SANDAG's NOP accompany this report.

Process/Approach:

During the San Diego County Fair, District contractor Southwest Strategies conducted master site plan outreach using an interactive "Fairgrounds 2050 Vision Wall" concept in the Fairgrounds infield. This location encouraged feedback from Fair guests, particularly from young families who frequent this area of the Fair and whose views are typically difficult to capture using other forms of community outreach.

The Fairgrounds 2050 Vision Wall was also advertised in email newsletters, and messaging was shared with customer-facing staff. In addition, District distributed signage throughout the Fairgrounds that included a QR code linking to an online survey.

Meanwhile, throughout the summer, the Committee worked with staff to initiate engagement efforts, including setting up meetings with officials in the region. These include discussions about District's position on SANDAG's NOP and Alternative A. Southwest Strategies simultaneously continued its survey of key opinion leaders in the area to assess their attitudes toward the District, as well as potential opportunities for improved communication and collaboration.

The Committee also worked with staff to develop draft guiding principles, which will guide future master site plan outreach discussions and provide clarity about the District's positions on its planning efforts.

In addition, for the Board President's consideration, the Committee discussed potential changes to the current committee structure to create multiple committees — in two phases — to oversee and guide different aspects of the strategic and master site plan outreach and development.

Recommendation:

The Committee presents the following draft guiding principles for consideration and feedback with a recommended goal of finalizing and voting on the principles at an upcoming meeting.

DRAFT - GUIDING PRINCIPLES

22nd DAA Master Site Planning Process

WHEREAS, the 22nd District Agricultural Association (the District) was formed and recognized under State of California law in 1891 and purchased the land to open the Fairgrounds in Del Mar in the 1930s; and

WHEREAS, the District now also owns the 65-acre Del Mar Horsepark and the Surf & Turf Recreation Center; and

WHEREAS, the District exists to produce the annual San Diego County Fair, and its properties host numerous events and activities; and

WHEREAS, the District is an economic engine for San Diego County. In 2019 and 2020, economic impact studies showed the District had a \$682 million annual economic impact. This economic activity also generates millions of dollars in sales tax revenues for critical services in the City of Del Mar, San Diego County, and the State of California; and

WHEREAS, the District has also served as a vital emergency resiliency center in times of need for San Diego County, including as a wildfire evacuation point; and

WHEREAS, the District's most recent master plan was released in 2008. In the nearly two decades since then, the world has experienced tremendous economic, social, financial, cultural, technological, and environmental changes — all of which coincided and caused significant changes to the District's operations. This necessitates a fresh look at the District's properties; and

WHEREAS, the District began a strategic planning process in 2021 to restate its purpose, mission, vision, and values and create stronger bonds to San Diego County residents, cities, civic institutions, and community thought leaders; and

WHEREAS, the Board of Directors has previously supported evaluating opportunities for enhanced development of the various District properties in congruence with District's mission of offering agricultural, educational, recreational and entertainment opportunities to San Diego County residents; and

WHEREAS, the District is as a regional asset that welcomes millions of guests every year and serves all of San Diego County and its visitors; and

WHEREAS, the District's Board of Directors is committed to developing a pragmatic, fiscally responsible land-use plan, including appropriate upgrades and improvements to existing facilities and grounds and the addition of new facilities to support current and new program opportunities; and

WHEREAS, the Board of Directors adopted a resolution regarding support of a robust community input process and related actions to guide the master site plan initiative on May 14, 2024.

NOW, THEREFORE, BE IT RESOLVED, the District's Board of Directors adopts the following guiding principles for its "Fairgrounds 2050" master site planning process:

Community Focus

1. The District will remain committed to serving the San Diego County community, and therefore a broad countywide community outreach and input process will be foundational to the master site planning process. In addition, previous relevant community input will also be considered.
2. In addition to outreach to civic leaders and the public, the District will solicit the views of thought leaders, experts, and top minds in the fields related to the master site planning process.
3. As part of the master site planning process, the District must continue to serve as a community gathering place that includes open space for recreation.
4. The District shall provide updates on the master site planning process through a website and other communications channels.

Purposeful Planning

5. The master site planning process will analyze the opportunities for success of prospective land uses within the context of the District's previously adopted Purpose, Mission, Vision, Values, and Objectives.
6. A new master site plan must enable the annual San Diego County Fair to continue to thrive for generations to come.
7. Under a new master site plan, the Fairgrounds main campus — and potentially other District properties — must be able to continue to serve as an emergency resiliency center for San Diego County.
8. The master site planning process shall consider the current conditions of existing structures and the costs, benefits, and economics of repurposing buildings and/or financing replacements, repairs, renovations, or demolition.

Accessibility

9. The master site plan should seek to maximize access and minimize impacts to surrounding communities in the Cities of San Diego, Solana Beach, and Del Mar. This includes providing adequate event parking, practical ingress and egress routes, traffic

management and alternative transportation accessibility to the Fairgrounds and other District properties.

10. The District should work closely with governmental and regulatory bodies to support or enhance existing and potential transportation, accessibility, safety, and environmental goals.

11. A new master site plan should not infringe upon — and should seek to increase — safe access to the Coast and to local beaches.

12. A new master site plan should include low-cost visitor-serving uses within the coastal zone.

Environmental Stewardship

13. A new master site plan must consider potential sea-level rise, flooding, climate change, liquefaction, impacts to the water quality of nearby beaches and lagoons, and other environmental issues.

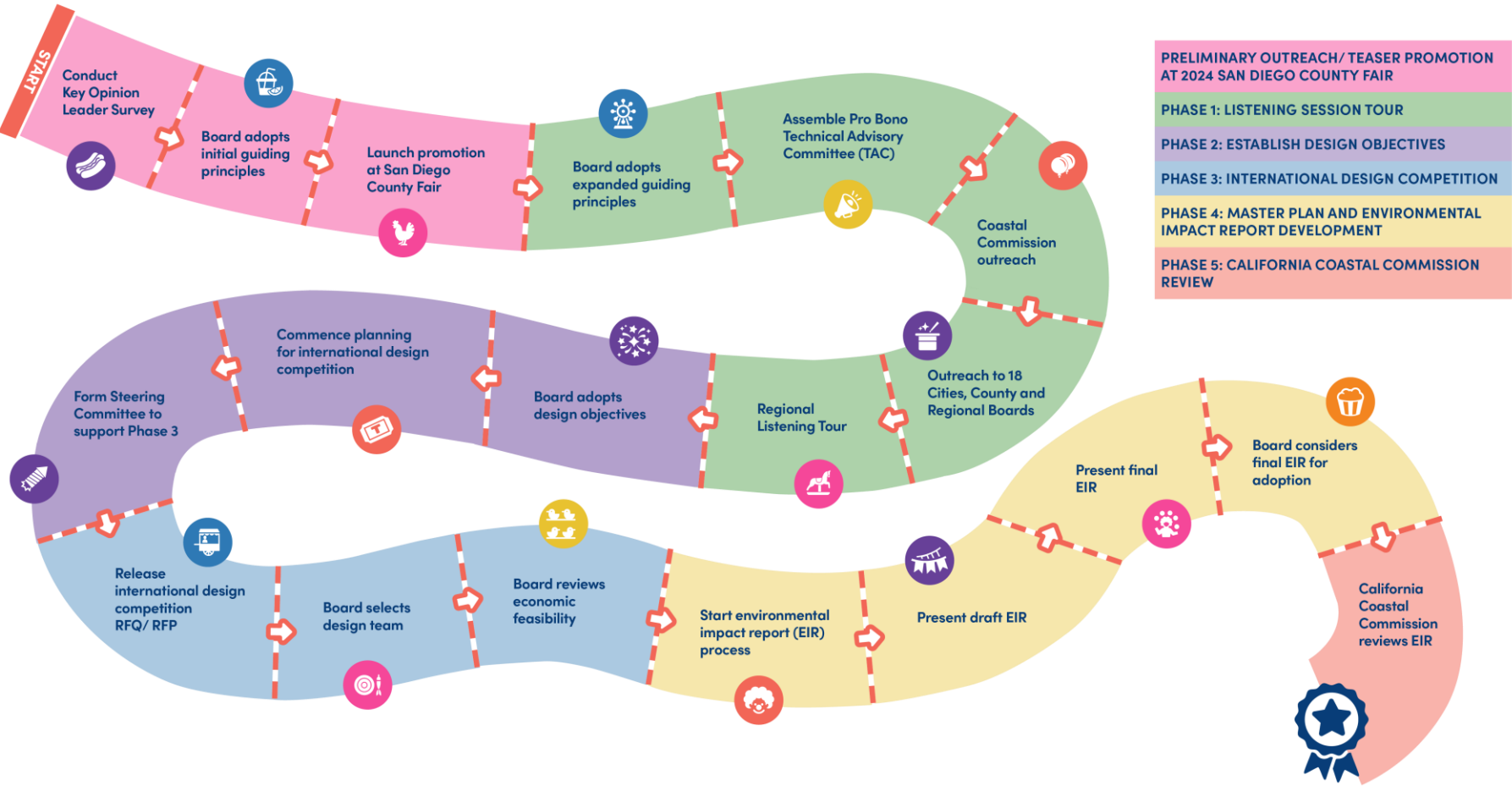
14. The District should seek to minimize greenhouse gas emissions and increase energy efficiency.

Economic Impact and Financial Responsibility

15. A new master site plan must continue to allow District properties to serve as an economic engine for the region and should seek to maximize the District's economic benefit for San Diego County — while remaining a community-focused asset.

16. A new master site plan — and any funding plans that provide for its implementation — must enable the District to remain financially viable into the future.

Master Plan Public Outreach and Phasing



DRAFT



July 19, 2024

San Diego Association of Governments (SANDAG)
Attn: Tim Pesce
401 B Street, Suite 800,
San Diego, CA 92101
Email: LOSSANcorridor@sandag.org

Subject: Notice of Preparation (NOP) Comments for the Preparation of a Draft Environmental Impact Report (EIR) for the San Diego-Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Realignment (SDLRR) Project

Dear Mr. Pesce,

Thank you for providing the 22nd District Agricultural Association (22nd DAA) an opportunity to comment on the Notice of Preparation (NOP) for the San Diego-Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Realignment (SDLRR) Project.

The 22nd DAA — a self-funding state institution that has existed since 1891 — owns and operates the Del Mar Fairgrounds (Fairgrounds), the Surf & Turf Recreation Center, and the Del Mar Horsepark properties. The Fairgrounds, which opened in 1936 (more than two decades prior to the incorporation of the City of Del Mar), and other 22nd DAA properties serve as iconic cultural and community gathering places that host the annual San Diego County Fair, summer and fall live horse race meets, and hundreds of other events and activities throughout the year. The Fairgrounds also serves as a mega-evacuation center for San Diego County.

While the regional impact and need for the LOSSAN Rail Realignment Project is clear, the 22nd DAA wishes to go on record as adamantly opposed to Alternative A in the NOP. SANDAG's own Alignments Screening Report (May 31, 2024) lays out a few key arguments against Alternative A, including:

- “The Fairgrounds North portal would be most disruptive to the surrounding community. This portal would require construction of a new underground special events platform to maintain passenger rail service to the fairgrounds.”
- “Significant portions of the fairgrounds southwest parking lot and access to the surrounding area would have restricted use.” *Note: This statement also omits the fact that this “southwest parking lot” serves as event space, including as the San Diego County Fair’s Carnival Midway.*

- “Event access to the fairgrounds may also be affected at Jimmy Durante Boulevard and Via de la Valle.”
- Alternative A would have the “greatest construction complexity” of the proposed options.

Simply put, Alternative A fails to meet key objectives of the project and would cause a great deal of harm to the 22nd DAA and to the entire region during its years-long disruptive construction and subsequent operations. Alternative A would jeopardize the 22nd DAA’s ability to host the annual San Diego County Fair; Del Mar Thoroughbred Club live race meets in the summer and fall; the Breeders Cup; food festivals; music festivals and live concerts; trade shows; and hundreds of other events and activities that draw visitors from across the San Diego region and around the world, creating an estimated \$682 million annual economic impact for the county. Therefore, Alternative A — or any subsequent variation thereof — threatens the 22nd DAA’s ability to financially survive and could effectively end current operations at the Fairgrounds. This means livelihoods would be obliterated and activities and events enjoyed by generations of San Diegans would be no more.

Even the continued consideration of Alternative A severely impacts the 22nd DAA’s ability to plan and improve the Fairgrounds. The 22nd DAA’s recent investments in the property — including investments in environmental initiatives — would be rendered moot and destroyed by the construction of Alternative A. As a result, continued capital improvements for the betterment of the historic community-serving property could be deferred or canceled if Alternative A’s consideration moves forward.

Accordingly, **the 22nd DAA urges SANDAG to revise the proposed project alternatives and issue a new NOP that excludes Alternative A** — the longest, costliest, most complex, most disruptive, most environmentally harmful, and least understood option *based on SANDAG’s own assessment*.

Furthermore, the 22nd DAA also urges SANDAG to move forward, as soon as possible and in partnership with the 22nd DAA, with its long-planned, fully funded, and thoroughly vetted plans for double-tracking and a special events rail platform. This important project will improve ridership on the corridor and will allow the Fairgrounds — a regional asset that hosts about 2 million guests annually from across the county — to continue to serve as a community gathering place and emergency resource while reducing vehicular traffic and environmental impacts to surrounding communities.

In the event that SANDAG still moves forward with the NOP, the 22nd DAA also hereby further submits the following comments on the scope of work, analysis, and mitigation measures to be included in the draft Environmental Impact Report (EIR) for the project.

Comments

General NOP Inadequacies

The 22nd DAA finds Alternative A and the NOP to be inadequate, including in the following major ways:

- Alternative A is not adequately described and risks more potential adverse environmental impacts as compared to either of the other two alternatives presented in the NOP.
- Alternative A does not meet the CEQA requirements for a viable and feasible project alternative.
- Alternative A would have significant cultural, recreational, economic, environmental, socioeconomic impacts on the 22nd DAA, on neighboring communities, and on the county.
- The basis for including Alternative A in the NOP is unfounded based on SANDAG's objectives and fails to meet basic objectives of the project, such as minimizing environmental impacts.
- SANDAG conducted inadequate public outreach that failed to engage with the 22nd DAA, a Responsible Agency under CEQA, among others in the preparation of the NOP to understand the wide array of potential impacts to the Fairgrounds operations, to the region, and to the environment.
- Alternative A is an existential threat to the culturally and economically significant Fairgrounds property and the 22nd DAA, which has long served the entire region, the public, and as a tourist attraction.
- Alternative A appears to result in greater impacts in all areas of the CEQA checklist, based on the construction and operational footprints required for the alternative.
- SANDAG has, in multiple past reports and studies, identified potential alternatives that that require less tunneling; can be constructed in a way that ensures continued passenger and freight operations; preserves the lagoons and the Fairgrounds; and builds on past, ongoing, and future planned regional investments in the rail system.
- SANDAG must clarify the impacts of the project on the future of planned and existing rail stations.
- SANDAG's preference for causing massive disruptions to "public lands" must be explained, especially in light of the 22nd DAA's unique role as owner of the Fairgrounds, and the impacts of that for the entire region should be analyzed.

- The NOP's project description and descriptions of project alternatives are vague and incomplete.
- The NOP fails to identify the lead agency for the document required under the National Environmental Policy Act (NEPA).
- The objectives listed in the NOP are overly broad and incomplete.
- The NOP fails to properly identify the full range of construction related impacts for the project description and for its alternatives.
- The project and each alternative should be fully analyzed under CEQA and NEPA.
- The draft EIR, should it move forward under this NOP, must address the range of economic impacts on the District and the surrounding coastal communities.
- The draft EIR must also address all issues required under CEQA.

Notice of Preparation (NOP) Project Description

The proposed project is the relocation of the existing single-track alignment where the rail line runs along a terrace on the coastal bluff in the Cities of Solana Beach, Del Mar, and San Diego. The proposed alignment would relocate existing rail service from along the coastal bluffs to a new alignment located within tunnels through Del Mar and San Diego. The project will include removal of existing stabilization infrastructure and may include aerial structures and berms.

The project description is not accurate, stable, and finite and is vague and overly broad. It consists of 12 infrastructure components, included in each of the project's three unusually distinct alternative alignments:

- Alternative A: I-5 Alignment (the Fairgrounds alignment)
- Alternative B: Crest Canyon Alignment
- Alternative C: Camino del Mar Alignment.

Each project alternative would require a north and south portal, a tunnel connecting the portals, and double tracking of the rail line. Other than that, the description lacks specificity and must be addressed. In its NOP, SANDAG does not include a preferred alternative or an adequate comparative analysis of how each proposed alternative meets its basic criteria for improving passenger rail speed and reliability. A draft EIR should include such an analysis.

In addition, SANDAG has long been working on a project to double track the rail line, replace the existing wood bridge and build a Special Events Platform (Platform) at the Fairgrounds. The project description should contain more specificity beyond its objectives and should clarify plans for a future Platform at the Fairgrounds — a key component of SANDAG’s longstanding plans for the LOSSAN Rail Corridor.

As currently planned, the Platform would only be used during special events and not operate as a regular “station.” The project description should confirm that the future underground Platform would operate in the same manner. If not, additional information should be added to clarify the use of the underground Platform, and the NOP should be redistributed with those details — including any potential impacts to nearby Solana Beach Station — included in Project Description so that meaningful comments on potential environmental impacts related to parking, traffic, air emissions, noise and land-use compatibility can be made.

The project description should also discuss the demolition and removal of existing rail segments that would no longer be used upon completion of the proposed project and how the demolition and removal process could impact resources. Further, the project description should discuss the project’s schedule and the effect on operations of the 22nd DAA activities. Additionally, the project description should further describe the project objectives regarding “minimizing” impacts in the surrounding communities during and after construction.

CEQA Compliance

As it relates to the National Environmental Policy Act (NEPA), CEQA Guidelines Section 15082 states that the NOP “shall also be sent to every federal agency involved in approving or funding the project.” As no federal lead agency has been identified, it is unclear whether this requirement has been met.

The 22nd DAA is a Responsible Agency under CEQA. As described in the NOP, Alternative A would require an easement or other discretionary permit to allow construction of the project through 22nd DAA property. As a Responsible Agency, the 22nd DAA is afforded certain responsibilities including consultation with the Lead Agency to discuss the project details. The 22nd DAA, which was not consulted by SANDAG in the creation of Alternative A, qualifies as a Responsible Agency and expects to be included in the CEQA process as such.

Impacts to ‘Public’ Lands

SANDAG has touted Alternative A’s use of “public lands” for the LOSSAN Rail Corridor. SANDAG does not, however, describe why it prioritizes private property owners — in response to its “public” outreach that was targeted to these homeowners and not to other cities or the 22nd DAA, its employees, its contractors, its vendors and operators, and its guests — over public

resources. SANDAG should detail why causing massive disruptions and impacts on public resources long enjoyed by millions of San Diegans annually would be to the benefit of the region and its population.

The analysis by SANDAG also fails to note or account for the fact that the 22nd DAA is the legal owner and operator of the Fairgrounds property and would need to be compensated for accommodating the project. The NOP's broad characterization of both open spaces and the Fairgrounds as similarly situated public land is also misleading at best because the Fairgrounds is not, in fact, unused or vacant space. The Fairgrounds is used throughout the year and serves as an important community resource for cultural, economic, recreational, and educational needs, as well as for emergencies such as wildfire evacuations.

SANDAG should conduct an in-depth evaluation of the relative impacts to all public lands and recreational facilities and uses, such as the Fairgrounds and 22nd DAA properties, events, and activities.

Socioeconomic Impacts

CEQA Guidelines Section 15131(b) state that “economic or social effects of a project may be used to determine the significance of physical change caused by the project. For example, if the construction of a new freeway or rail line divides an existing community, the construction would be the physical change, but the social effect on the community would be the basis for determining that the effect would be significant.” Section 1508.14 of the Council on Environmental Quality (CEQ) regulations for implementing NEPA states that economic or social effects are not intended by themselves to require preparation of an Environmental Impact Statement (EIS) but that when an EIS is prepared and economic or social and natural or physical environmental effects are interrelated, then the document should discuss all of these effects on the human environment. The environmental document prepared for the project should include a socioeconomic analysis discussing the construction and operational impacts of the proposed project — under all alternatives — to the 22nd DAA and its well-established uses, events, and activities. This socioeconomic analysis should also include an understanding of the impacts to the potential loss of governmental services that are currently provided through the sales tax revenue generated at the Fairgrounds, as well as the potential loss of the Fairgrounds property as an emergency evacuation point and emergency resource for the region.

Air Quality

The proposed project includes construction that will result in air pollutant emissions. The analysis within the draft EIR should discuss how the proposed project will address air quality impacts, including any mitigation measures that would ensure compliance with the San Diego County Air

Pollution Control District, California Air Resources Board and any other agency with regulatory oversight of air pollution. Specifically, an Air Quality Analysis and health risk assessment should be undertaken to quantify the emissions that would result in and around the LOSSAN Rail Corridor and the potential underground Platform — during construction and through operations — on the roughly 2 million visitors annually to the Fairgrounds. It is unclear, for example, how emissions would be vented through the proposed tunnel under the Fairgrounds, and SANDAG does not state whether the proposed project would include shafts that vent out near the Fairgrounds and nearby San Dieguito Lagoon. Emissions from these vents should be modeled and quantified in a health risk assessment and then thoroughly analyzed in the draft EIR. The same Air Quality Analysis should quantify construction-related emissions and should identify the various equipment being used, idling trucks, dust and small particulates, and diesel exhaust.

Biology

Alternative A would reroute the LOSSAN Rail Corridor through San Dieguito Lagoon and the surrounding open space area of Los Peñasquitos Lagoon. Therefore, construction and operation activities of the project could result in a significant impact on sensitive upland and wetland vegetation communities, movement of wildlife species, and sensitive habitat and special status species development, specifically in the lagoons where federally and state-protected plant and wildlife species exist.

Alternative A would run through estuarine and marine deepwater, estuarine and marine wetland, freshwater forested/shrub wetland, and freshwater emergent wetland habitats. The draft EIR should include a Biological Technical Report that evaluates project impacts on biological resources and offers mitigation measures to reduce and or eliminate those impacts. The draft EIR should discuss proposals for coordination between U.S. Army Corps of Engineers, California Department of Fish and Wildlife, US Department of Fish and Wildlife, Regional Water Quality Control Board and other state and federal agencies with oversight over biological resources. This should also include any mitigation measures that would ensure compliance with the resource agencies discussed above.

Within the proposed project area, the 22nd DAA has invested millions of dollars toward the restoration of wetlands. These restoration efforts are ongoing and are required to meet performance criteria established by the California Coastal Commission. The draft EIR should include a discussion about project-related impacts to the 22nd DAA's wetland mitigation projects and other existing long-term wetland mitigation projects in the project area. Mitigation measures necessary to ensure no impacts to these wetland restoration projects should be thoroughly vetted and included in the draft EIR.

Also, the analysis in the draft EIR should discuss compliance with Multi-Habitat Planning Areas/Multi-Species Conservation Plans that encompasses both the lagoon and surrounding areas.

Cultural, Archaeological, and Paleontological Resources

Due to the proposed project's location and combination of cut-and-cover and boring construction methods, construction activities have the potential for cultural, archaeological, and paleontological resources to be unearthed. A California Historical Resources Information System (CHRIS) records search should be conducted during the EIR process to determine if any Tribal Cultural or other significant cultural resources may be within the proposed project area. The draft EIR should discuss project-related impacts to potential cultural, archaeological, and paleontological resources and mitigation measures included to reduce any potential impacts.

Energy

The draft EIR should discuss how much additional energy would be required for operation of Alternative A compared to the existing rail.

Geology and Soils

The 22nd DAA is concerned that construction (U-structure, cut-and-cover tunnel, bored tunnel, etc.) will result in significant impacts related to geology and soils; particularly, soil erosion and risks associated with seismic ground shaking. A geotechnical study should be completed that discusses, at a minimum, soil types, ground water levels, and liquefaction potential to determine project related impacts to geology and soils. The analysis in the draft EIR should include discussion on vibrational impacts to the existing geology and soils and how the Fairgrounds will be affected by the vibration resulting from construction and operation of Alternative A, including discussion of the seismic safety of existing structures, buildings, and uses at the Fairgrounds. For example, the San Diego County Fair includes the erection of temporary structures, such as carnival rides and roller coasters. The analysis should include vibration sources from construction and operation of the project. As a portion of the project proposes the "boring of tunnels" the draft EIR should discuss potential drilling fluid release, commonly referred to as frac-out, and potential impacts that could occur. The draft EIR should include an emergency spill and frac-out response plan. Mitigation measures necessary to reduce or eliminate construction and project related impacts should be included.

Greenhouse Gas Emissions

Construction and operation of the proposed project will result in greenhouse gas emissions. The draft EIR analysis should discuss greenhouse gas emissions resulting from project construction and operation.

Hazards

The proposed project would use heavy equipment for construction activities. Both construction and operations-related hazardous materials could include fuel, solvents, paints, oils, and grease. Construction activities for the proposed project also have the potential for exposure to and utilization of hazardous materials during demolition, excavation, and grading activities. The analysis within the draft EIR should discuss how the proposed project will comply with all applicable existing laws, regulations, and policies related to hazards.

Hydrology and Water Quality

The 22nd DAA is concerned with impacts related to watershed and drainage characteristics, flood-related hazards, and water quality issues. The Fairgrounds sits entirely within a floodplain with a portion of the property in a floodway. The floodway runs very near the proposed project's vaguely described underground Platform. The property is also subject to sea level rise, and as such, effects on hydrology and water quality from tunnel construction and the proposed underground Platform should be further analyzed. Completion of a Hydrology Study, Flood Plain Study, Water Quality Technical Report, and a Hydrology Drainage Study should be included as part of the draft EIR. The draft EIR should discuss project compliance with applicable regulatory standards (Federal Clean Water Act/National Pollutant Discharge Elimination System, Regional Water Quality Control Board Basin Plan, City of Del Mar Sea Level Rise Adaption Plan, Coastal Resilience Master Plans, etc.). The draft EIR should also discuss project compliance with the proposed living levees planned for at the north and south banks of the San Dieguito River, in accordance with the Del Mar's Sea Level Rise Adaptation Plan of 2018.

Land Use

Construction of Alternative A of the proposed project will have major adverse impacts on operations at the Fairgrounds, and the 22nd DAA is concerned that Alternative A conflicts with the existing land use at the Fairgrounds. Proposed construction scheduling and construction staging locations need to be identified and thoroughly analyzed in the draft EIR. Land uses at the 22nd DAA include the annual San Diego County Fair, live horse racing, concerts, festivals and trade shows, and hundreds of other significant events.

In addition, the Fairgrounds provides low-cost visitor-serving uses within the coastal zone, including overnight accommodations, and serves as an evacuation point and resource center during emergency situations. The draft EIR should discuss Alternative A's impacts related to the 22nd DAA's land use, service in emergencies, as well as the following proposed projects within the proposed project area: living levees planned for at the north and south banks of the San Dieguito River in accordance with the Del Mar's Sea Level Rise Adaptation Plan of 2018, and the Coast to

Crest Trail segment planned for from the Fairgrounds to Jimmy Durante Boulevard. The impacts to the Fairgrounds will result in significant conflicts with various elements/components of the City of Del Mar Community Plan and the 22nd DAA 2008 Master Plan. A complete and thorough evaluation of how the proposed project is or is not compatible with the following existing and proposed plans is needed: City of Del Mar Community Plan, 22nd DAA 2008 Master Plan, City of Del Mar Local Coastal Program and Amendments, City of Del Mar Sea-Level Rise Adaptation Plan, and San Dieguito River Park Concept Plan.

Noise/Vibration

The analysis within the draft EIR should discuss how the proposed project will adhere to the 22nd DAA's noise ordinance, including any mitigation measures needed to ensure compliance. Each alternative would generate construction noise and vibrations near sensitive land uses (residential). Specifically, the 22nd DAA requests the draft EIR include an analysis of the effects of noise and vibration from construction activities and trains operating in the tunnel segments on residents, Fairgrounds visitors and wildlife. Special studies also need to be undertaken to address noise and vibrations impacts and mitigation on domesticated animals; specifically thoroughbred horses during horse races and livestock during the annual San Diego County Fair. Additionally, impacts to existing Fairgrounds structures from construction and operational vibration should be analyzed and mitigated. The equipment to be used for construction and operation, along with their associated decibel levels, should be further described to inform the project related impacts to noise and vibration in the draft EIR.

Recreational Uses

As discussed above, construction of Alternative A of the project would affect operations at the Fairgrounds. The impacts to the Fairgrounds would result in significant conflicts with various elements/components of the 22nd DAA's 2008 Master Plan. Under CEQA, the Fairgrounds would be classified as an "other recreational resource" as the majority of the activities and events hosted on the 22nd DAA's properties are recreational in nature for the public. Additionally, the Fairgrounds provides low-cost visitor-serving uses within the coastal zone including overnight accommodations. The draft EIR should analyze conflicts with the 22nd DAA's 2008 Master Plan, the recreational events and activities hosted at the Fairgrounds — the San Diego County Fair, live horse racing, and others — as well as potential impacts/conflicts related to the visitor-serving uses at the Fairgrounds. Mitigation measures to reduce or eliminate the impacts should be included. The draft EIR should also discuss Alternative A's impacts to recreation regarding the Coast to Crest Trail segment planned for from the Fairgrounds to Jimmy Durante Boulevard within the project site as well as trail in general in and around the project site.

Transportation

The proposed project has the potential to result in significant impacts to several local street segments, signalized and un-signalized intersections, freeway ramps, and freeway mainline sections. The annual San Diego County Fair, live horse racing meets, and other Fairgrounds events generate many trips on nearby roadways, freeways, and on the existing LOSSAN Rail Corridor. This existing condition should be included in the draft EIR and the proposed projects impacts related to the existing condition should be fully analyzed. In addition, construction and demolition haul trips would impact traffic during construction of the proposed project. A Transportation Impact Study, Circulation and Parking Analysis, a Local Mobility Analysis and a construction specific traffic control plan should be completed to define project related impacts to transportation and traffic. Mitigation measures that would reduce or eliminate impacts should be included in the analysis and any traffic control plans needed to reduce construction-related transportation impacts.

Utilities and Service Systems

The Fairgrounds includes a significant amount of existing sewer, stormwater, potable water, recycled water, telecommunications, and electrical lines. The proposed project would require relocation of these utilities. The operation of Alternative A would require connections to the existing water supply system, wastewater infrastructure, and existing stormwater infrastructure. The analysis within the draft EIR should discuss how the proposed project would impact existing utilities and service systems, and what is planned for existing utilities that will no longer be used with the new rail alignments. Additionally, the draft EIR should include will-serve letters from existing utilities and service systems to analyze existing capacity to support the project.

Inadequate Outreach

As discussed in previous sections of this letter, SANDAG's public engagement efforts were extraordinarily flawed and inadequate as a basis for including alternatives in the NOP. SANDAG's public outreach efforts focused exclusively on the City of Del Mar, which has a population of less than 4,000 people. SANDAG failed to adequately engage the 22nd DAA, the City of Solana Beach, the City of San Diego, trustees of the San Dieguito and Los Peñasquitos Lagoon, and other key stakeholders. This is far more than a City of Del Mar project, but it was not treated as such.

Ultimately, the Fairgrounds is a regional asset that has anchored the project area since 1936. The LOSSAN Corridor is also a regional asset that provides benefits for cities across Southern California. But without justification or a scientific basis, SANDAG is claiming public support for Alternative A when in fact the "public" was composed of groups of active and highly engaged residents of San Diego County's smallest municipality.

After ruling out Fairgrounds-centric alignments for years because of the very costs and impacts that SANDAG has identified repeatedly in its own reports, the inclusion of Alternative A in the

NOP appears to be aimed at placating a small group of people for a project of region-wide importance.

Cumulative Impacts

The cumulative analysis prepared for the proposed project should include a complete listing of all projects used in the analysis (past, present and reasonably anticipated future projects). Specifically, the draft EIR should include a thorough discussion about project-related impacts when combined with this list of cumulative projects including any proposed mitigation to reduce or eliminate cumulative impacts.

If SANDAG continues to move forward with Alternative A, despite all factual evidence demonstrating that the alignment should have never been included in the NOP, the 22nd DAA recommends that SANDAG work to understand the operations, events, activities, uses, history, layout, environmental issues, and challenges of the Fairgrounds property (a process that should have occurred before the rushed, last-minute inclusion of Alternative A in the NOP). Such engagement should begin with communication and coordination on cumulative impacts so that the cumulative analysis includes an accurate listing of reasonably anticipated future projects that the 22nd DAA previously identified in its 2008 Master Plan.

The 22nd DAA appreciates the opportunity to comment on the NOP for the SDLRR project. We expect that any draft EIR prepared will be a thorough evaluation of the proposed projects' construction, operational and cumulative impacts. We look forward to reviewing the draft EIR, to the elimination of Alternative A, and to the construction of the fully funded special events rail platform.

If you have any questions about the comments contained in this letter, please do not hesitate to contact Dustin Fuller at 858.792.4212 or via email at dfuller@sdfair.com.

Sincerely,



Carlene Moore
Chief Executive Officer
22nd District Agricultural Association



CITY OF DEL MAR

July 19, 2024

San Diego Association of Governments (SANDAG)
401 B Street, Suite 800
San Diego, CA 92101
LOSSANcorridor@sandag.org
ATTN: Tim Pesce

Re: City of Del Mar Comments on the Notice of Preparation (NOP) of a Draft
Environmental Impact Report (EIR) for the LOSSAN Rail Realignment Project

Dear Mr. Pesce,

Thank you for the opportunity to comment on the LOSSAN Rail Realignment Project ("Project"). The City of Del Mar provides the following comments to ensure that the Draft Environmental Impact Report ("DEIR") fully analyzes the Project and a range of alternatives aimed at avoiding the Project's adverse impacts. Our comments reflect the grave concerns that our community members have expressed in public hearings to the City Council. The Project and its alternatives have the potential to adversely impact our community's quality of life, tourism, local businesses, tax revenue, property values, and our unique and sensitive coastal resources.

The Project's expansive environmental impacts have potential to threaten our community character, history, and our citizens' health and wellbeing.

I. The Project Description and Descriptions of Project Alternatives are Vague and Incomplete.

Generally, the NOP is deficient in several regards. First, both the Project Description and the three alternatives fail to provide enough detail for a reader to determine the scope and level of environmental impacts. It fails to identify a complete list of construction related impacts, short-term and long-term health risks, socioeconomic impacts, the property condemnation process, and what properties could be taken, hazardous material transportation risks, geologic impacts, and the full impact on coastal resources.

Additionally, while the NOP identifies three alternative rail alignments, it does not clearly identify the "proposed project." The California Environmental Quality Act ("CEQA") requires a "proposed project" to be identified along with a "range of reasonable alternatives" to that proposed project. The EIR's "bona fide subject" must be "[t]he defined project and not some different project." (*Concerned Citizens of Costa Mesa v. 32nd Dist. Agric. Assn.* (1986) 42 Cal.3d 929, 938.) Further, inadequate or unstable descriptions of the Project may mislead the public and thwart the EIR process. (*San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 656.)

Without a clear identification of the proposed project, members of the public cannot comment meaningfully on the NOP. (*Save Our Capitol! v. Department of General Services* (2023) 87

Cal.App.5th 655, 676.) “A project description that gives conflicting signals to decision makers and the public about the nature of the project is fundamentally inadequate and misleading.” (*South of Market Community Action Network v. City and County of San Francisco* (2019) 33 Cal.App.5th 321, 332.) Here, the public is asked to conjure what a reasonable range of alternatives might be to each of three proposed alignments, and to numerous options for portal locations. The current NOP identifies alternatives, but not the required proposed “bona fide” project. (CEQA Guidelines Sections 15378 and Section 15126.6).

Critically, the NOP does not identify whether rail removal from the bluff is part of the Project to be addressed in the DEIR. The NOP states part of the Project objective is to “Improve rail service reliability by relocating the existing railroad tracks away from the eroding coastal bluffs in Del Mar.” But the project description cannot fail to describe key elements of the Project. (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 730-35.)

CEQA explicitly defines a project to be studied in an EIR as “the whole of an action” and does not allow breaking a project into smaller pieces to reduce the cumulative effects of a larger project. Section 15378 subdivision (a) of the CEQA Guidelines clearly defines a “project” as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment...” (See also, *Bozung v. Local Agency Formation Commission* (1975) 13 Cal. 3d 263, 283-284 [“environmental considerations do not become submerged by chopping a large project into many little ones -- each with a minimal potential impact on the environment -- which cumulatively may have disastrous consequences.”].)

Here, the DEIR must consider all Project elements, including the removal of existing rail structures and any additional facilities as part of the overall Project.

II. NEPA is Required.

While the NOP suggests that a National Environmental Policy Act (“NEPA”) document is required and will be prepared, the NOP omits the identification of the lead agency for that document. It is unclear why SANDAG omitted the identification of the relevant federal agency. The Federal Rail Administration’s (“FRA”) mission is “to enable the safe, reliable, and efficient movement of people and goods.” Thus, the FRA would be the likely candidate, or alternatively, the Surface Transportation Board, which is charged with economic regulation of rail. In any case, regardless of the agency a joint EIR/EIS (Environmental Impact Study) should be prepared for the Project. The coordination between the State, SANDAG, and the federal government is critically important to this Project and owed to the citizens of the region. Given that the Project will be subject to NEPA, the EIR needs to address irreversible changes to the environment. (CEQA Guidelines Section 15127). It is undeniable that the Project will have significant irreversible impacts to local coastal communities, wetlands, and require the relocation of residents.

III. The City of Del Mar Is a “Responsible Agency” Under CEQA.

The City of Del Mar is a “Responsible Agency” under CEQA and maintains all review and adoption rights granted under CEQA. CEQA defines a “Responsible Agency” as “an agency other than the lead agency with a legal responsibility for carrying out or approving a project” and mandates that “a responsible agency... be involved during the project scoping, planning and CEQA document preparation stages.” (CEQA Guidelines, Sections 15096 and 15381). Here, the City of Del Mar

will have the authority and the discretion to issue Coastal Development Permits and approve other discretionary permits such as encroachment permits and traffic plans. Accordingly, the City qualifies as a Responsible Agency under CEQA and must be treated as such.

IV. Objectives are Incomplete.

The Objectives listed in the NOP, and particularly regarding the 2021 Regional Plan and the 2018 California State Rail Plan, are too broad. Moreover, the objectives provide no definitive method of comparing the environmental impacts of the Project alternatives with one another. Other objectives should be included when evaluating the relative benefits of the Project to its alternatives, such as quantifying the impacts from condemnation including its costs, the number of properties affected, impacts to residents and businesses, property value impacts, and timing considerations. And while the NOP broadly identifies some environmental impacts based on their resource categories, the NOP and any EIR/EIS should rank the significance of such impacts compared to other impacts. For example, if one alternative impacts a wetland resource while another alternative does not but has other serious public safety impacts, how will the agency resolve these conflicts between the objectives? The objectives should also include the relative impacts to the character of the coastal communities. Will one coastal city bear all the adverse impacts of the Project when compared to other coastal communities? In sum, the objectives fail to take in consideration the impacts on each coastal community or city and the objectives should recognize the historic and unique character of each impacted community.

V. Construction Impacts Have Not been Defined.

CEQA requires that construction impacts be analyzed, even though they are temporary. (*City of Arcadia v. State Water Resources Control Bd.* (2006) 135 Cal.App.4th 1392, 1425.) The NOP fails to properly identify the full range of construction related impacts in both the Project Description and its alternatives. It is a given that construction of the Project or the selection of any one of the alternatives will involve several years of construction. These multiyear projects are complex and have discrete construction phases and elements. Each phase of construction should be analyzed, and each major Project element should be evaluated. For example, the boring tunnels or cut and cover should each be fully evaluated as their own discrete Project element.

Impacts to be Addressed During Construction:

During each construction phase the DEIR must address impacts and include appropriate mitigation measures to reduce levels to insignificance related to:

- Noise impacts to residents and businesses, the number of residents and businesses impacted compared to the no-project alternative and the three alternatives listed in the NOP.
- Vibration impacts to adjacent residents and businesses, and the potential occurrence of earthquakes during construction.
- Air pollution impacts during construction and the number of residents and businesses impacted by the Project and its alternatives.

- Water pollution runoff that includes surface and ground water deterioration or impacts associated with accidental spills during construction.
- Risks associated with hazardous materials, including petroleum products during construction.
- Evaluation of the increased risk of derailments or other rail accidents from construction activities.
- Direct and indirect impacts to the San Dieguito and Peñasquitos Lagoons during each phase of construction.
- Impacts to public health during construction.
- Identification of unstable soils and other geologic risks during construction.
- Identification of how drainage and runoff issues will be mitigated during construction.
- Identification of the impacts from tunneling when the tunnel is below the water table and of any required dewatering.
- Identification of where soils will be disposed, including location, manner, and volume of soil disposal.
- Identification of increases in pollutant emissions during each phase of construction.
- Identification of locations subject to nighttime construction and potential impacts to birds, other wildlife, and nearby residents.
- Identification of all related traffic impacts and mitigation, including alternate traffic and emergency evacuation routes. The duration of each alternate traffic route should be identified, and a reasonable range of traffic mitigation measures should be provided.
- Impacts on property values and the loss of tax revenue.

VI. The Project and Each Alternative Should Be Fully Analyzed.

The alternatives analysis is the “core of the EIR.” (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal 3d 553, 564.) “One of [an EIR’s] major functions . . . is to ensure that all reasonable alternatives to proposed projects are thoroughly assessed by the responsible official.” (*Laurel Heights Improvement Ass’n. v. Regents of the University of California* (1988) 47 Cal. 3d 376, 400.) Accordingly, the Project and all alternatives should be reviewed in the DEIR at the same thorough level of analysis. Given the expansive scope and complexity of the Project each alternative should be evaluated at the same level as the Project Description. Full analysis of each alternative is the only transparent method of insuring that the decision makers understand the full range of impacts of each alternative. The fundamental purpose of CEQA is to ensure

informed decision-making. (*Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, 515.) This includes socioeconomic impacts, condemnation impacts, and resource protection issues, which are required under NEPA.

Impacts to be Addressed During Rail Operations Post-Construction:

The DEIR should specifically analyze the following potential environmental impacts due to rail operations after the Project is constructed:

- Geotechnical impacts including long-term settling, water drainage, impact of earthquakes, sea-level rise, composition of soils, and settlement of the tunnel structures.
- Long term impacts of single bore vs. twin bore tunnel construction.
- Impacts to the San Dieguito and Los Peñasquitos Lagoons.
- Impacts to the hydrology of the San Dieguito River and the City of Del Mar's ability to construct a living levee(s).
- Impacts on property values and the loss of tax revenue.
- Disruption to the community from relocation of residents and businesses.
- Identification of which properties will be subject to eminent domain.
- Identification of the short-term and long-term impacts to the tourism industries of the coastal communities.
- Impacts to City of Del Mar revenues during operations and including the long-term economic impacts to the City.
- Future increases of passenger and freight operations should be clearly quantified, and as rail traffic increases, each associated environmental impact should be identified and mitigation measures proposed.
- The DEIR should analyze the environmental benefits of each alternative alignment as compared to the Project. Again, each alternative should be fully analyzed at the same level of the Project.
- The DEIR should include examples of similar passenger and freight train tunnels that have been constructed under residential areas with similar geological features and provide both the short-term and long-term impacts to both the residential and business communities.
- The DEIR should visually document and map the precise path of the Project and the alternatives routes.

- The EIR preparer should use drones to visually map the proposed portal locations to create realistic 3D renderings.
- Provide the public with three-dimensional models (physical or computer graphic) of the alternative portals, permanent facilities, private and public property to be acquired, elevated Jimmy Durante Boulevard, new above ground track alignment with elevated berms, floodwalls, U-structures, and cut and cover tunnels with their locations, designs and any landscaping details.
- Prior to and in the DEIR, SANDAG should install story poles showing building/tunnel ventilation locations, and at each proposed portal site for the public to view prior to the close of the comment period.
- The DEIR should consider the worst-case scenario and the associated public health and safety concerns of a freight train derailment occurring within a tunnel and account for trains that carry hazardous and/or flammable materials. In this regard, the DEIR should address the personnel and emergency equipment needed to respond to such an event, and whether the tunnel design will integrate fire suppression systems, public alert systems, and whether evacuation plans will be put in place prior to operations.
- The DEIR should address pollutant air emissions from the tunnel portals and/or ventilation systems. The DEIR should address the public health impacts from these pollutants and identify the sensitive receptors living or working near these pollutant point sources.
- Identification at a NEPA level of all economic and social impacts to each city in the Project area and their residents and businesses.
- Identification of the public safety risk from derailments, pedestrian strikes, transportation of military munitions, and hazardous waste transportation.

VII. The DEIR Should Address the Range of Socioeconomic Impacts to Each Coastal Community.

It is appropriate for the DEIR to address socioeconomic impacts associated with the Project and for each of its three alternatives. The Project has the potential to literally fractionize communities, cause mass relocations of residents and businesses, disrupt tourism for many years, decrease property values, and increase health risks. CEQA provides the ability for SANDAG to address these project consequences in CEQA Guidelines Section 15131(b):

(b) Economic or social effects of a project may be used to determine the significance of physical changes caused by the project. For example, if the construction of a new freeway or rail line divides an existing community, the construction would be the physical change, but the social effect on the community would be the basis for determining that the effect would be significant.

The Project will split Del Mar above and below ground. The social and economic impacts to residents and the business community, City finances, property values, Fairgrounds attendance, short and long-term impacts to tourism, and indirect impacts to the community's sense of wellbeing and safety all should be addressed.

VIII. Other CEQA Issues Must Be Addressed in the DEIR.

The DEIR should address additional CEQA issues, including, but not limited to:

- The DEIR should address for Alternative A (I-5 Alignment), the additional impact of requiring a 2% grade (downward north to south) in the Solana Beach trench on top of the already planned double tracking construction.
- The DEIR should also include if there is any additional trenching needed for the downward grade beyond what is needed for the double tracking. The DEIR should also identify if the trench will be "covered" and where covering would occur.
- The DEIR should identify the trade-offs and parameters to be considered when deciding where to end tunneling and start cut-and-cover at the north end of Alternative A.
- Identify the incremental cost of double tracking in Solana Beach versus Alternative A.
- As part of the Alternative analysis, identify whether tunneling can extend further northward and thus shift the cut-and-cover north, closer to Via de la Valle.
- Identify the necessary tunnel depth to avoid or reduce noise and vibration impacts to residential and business properties that are above or near the tunnel to a level of insignificance.
- The DEIR should identify all right-of-way acquisitions by Assessor Parcel Number (APN) for the Project and its alternatives.
- Identify specific (by APN) residential and commercial property located within 500 feet of portals/tunnels for all alignments.
- In addition to public views, identify all private property view modifications for the Project and for each alternative.
- Address if there will be significant impacts to Steven's Creek resulting from the Project and its alternatives.
- Show the ventilation plan for the Project and each alternative.
- Identify the noise impacts of each tunnel ventilation system including impacts to adjacent properties.

- Identify and incorporate mitigation measures to reduce noise impacts emanating from the trains that extend out from the portals and to local residences and businesses for the Project and its alternatives.
- Identify and incorporate mitigation measures for any tunnels located under private properties and businesses, including state-of-the art vibration dampening technology, such the Springed System installed for the tracks built under the London opera house (London, England) on the newly constructed Elizabethan Line.
- The DEIR noise analysis should also include the noise frequency and impacts of, including, but not limited to, train horn; wheels screeching; signal crossings; locomotive noise; whooshing sounds when train enters tunnel portal; and high-speed passenger and freight trains.
- The DEIR should include noise and vibration simulations.
- The DEIR should identify the typical freight trains lengths currently running on the along the bluffs and if the new tunnels limit train size or nighttime durations.
- Identify the current and expected type of freight carried and to be carried on the rail system.
- Identify and incorporate enhanced safety measures associated with the tunnel to reduce the possibility of derailments.
- Identify how deep each of the portals will be for Alignments B & C, and how much of the structure(s) will be above ground.
- Identify for the Project and all alternatives if additional structures will be needed for flood walls, gates, higher bridges, berms, and levees.
- Identify the evaluation criteria that determines the environmentally superior alternative and any ranking criteria.
- The DEIR should address whether the removal of the tracks from the North Portal and/or from the Camino del Mar Bridge to Coast Blvd will be analyzed.
- The DEIR should address all future actions relating to the land under the current tracks and what will occur to those vacated lands. It should address the ownership of those lands post vacation and the uses for those lands.
- The DEIR should address the mitigation opportunities for the railroad Wye property and the old spur line to the North County Transit District parking lot.
- The DEIR should include studies of all potential flood areas including the North Beach and the Wye properties including identification of what type of structures will be used to mitigate floods.

- The DEIR should recognize that the Project is of “Statewide, Regional, or Area wide Significance” within the meaning of CEQA Guidelines Section 15206. Accordingly, the DEIR should be prepared under those Guidelines.
- Another alternative that the DEIR should include is bifurcating rail service by separating the freight rail service from passenger service and moving freight service further inland, while leaving passenger service in the City of Del Mar.
- The DEIR should include all location options for the northern portal structures. Each alternative should include different location options for the portals.
- The DEIR alternative section should consider the option of locating a north portal farther north between the Camino del Mar/Jimmy Durante Boulevard intersection and the railroad trestle.
- The DEIR should provide a detailed timeline for the public, which should include timelines of the EIR process, property acquisition, the complete construction schedule with all major milestones, and other critical path timelines.
- The DEIR should discuss any alternatives that were considered in the scoping process but were later rejected. The rejected alternatives should contain a reasonable explanation why they were dismissed.
- As the lead agency, SANDAG should make available their technical consultants in a follow-on public forum and prior to the EIR certification hearing.
- The DEIR should assess impacts on the hydrology of the San Dieguito River Floodplain for the portal proposed under Jimmy Durante Boulevard. The DEIR should consider the effect of the alteration of the 100-year floodplain caused by raising the current track bed south of the San Dieguito River on the higher berm and protecting its descent to the portal (which is below the 100-year floodplain) with flood walls, a U structure, and a cut and cover tunnel (with floodgates at the portal). This effectively divides the 100-year floodplain of the North Commercial District and North Beach neighborhood into two. The DEIR should consider whether this approach will alter the flooding potential of the North Commercial District or North Beach neighborhoods. Should this be the case, mitigation measure(s) will be required and must be incorporated into the Project. This analysis should take into consideration flooding from both heavy rains and tidal surges with expected sea level rise over the anticipated lifetime of the tunnel. Mitigation must be disclosed and objectively evaluated in the DEIR.
- The Alignment Screening Report (SANDAG, May 31, 2024) notes the 2022 construction cost estimates for the 3 alignments: Alternative A (referred to as Alignment P7-A) = \$4.14 billion; Alternative B (referred to as Alignment 5) = \$2.28 billion; and Alternative C (referred to as Alignment 3)= \$1.85 billion. Given substantial increases in construction costs over the past 2 years, the Project and alternatives should be updated and adjusted for future inflation and the costs should reflect current 2024 dollars.

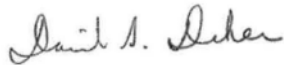
July 19, 2024

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- Given the substantial but significantly varying financial costs of the three alternative routes, as well as the growing public concern about the Project, the EIR should include a financial and economic cost benefit analysis of the Project. These economic studies should consider the low ridership of the passenger trains.

We appreciate the opportunity to comment on the NOP for the LOSSAN Rail Realignment Project and look forward to working with SANDAG in the coming months to address the many important concerns being raised by the public and various Project stakeholders.

Sincerely,

A handwritten signature in cursive script, appearing to read "David S. Druker".

Dave Druker
Mayor



CITY OF SOLANA BEACH

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www.cityofsolanabeach.org

July 16, 2024

SANDAG
401 B Street, Suite 800
San Diego, CA 92101

SUBJECT: LOSSAN RAIL REALIGNMENT PROJECT NOP

Dear SANDAG Board Members,

On behalf of the City Council of Solana Beach, I write to express our strong opposition to the inclusion of Alternative A as proposed for the rail realignment project. Our City has prioritized rail through the past development of the Solana Beach station and grade separation project, as well as the upcoming addition of double track in the Southern quarter of our City.

We recognize the importance of addressing the rail infrastructure to ensure regional connectivity and safety for passengers and freight; however, we believe that Alternative A does not meet the key California Environmental Quality Act (CEQA) requirements for a viable and feasible project alternative. This alternative as designed warrants no further investment in design and engineering and should be rejected based on the considerations previously documented by U.S. Department of Transportation Federal Rail Authority (FRA), California Department of Transportation (Caltrans), and the San Diego Association of Governments (SANDAG) over the last 17 years.

The City of Solana Beach is committed to working with not only SANDAG staff, but also those stakeholder cities, agencies, and organizations that may be impacted by alternative alignments. We believe that we can work together to identify one or more alternatives that meet the objectives of this project, while also responding to significant economic concerns and land use and environmental constraints. Specifically, retaining past and present regional investments in the rail corridor; minimizing impacts to the Del Mar Fairgrounds and preserving its significant economic revenues and the potential for affordable housing; limiting the impact to the lagoons on either end of the alignment; and limiting impacts to homes and businesses.

Alternative A is not adequately described, and risks more potential adverse environmental impacts as compared to either of the other two alternatives presented in the NOP. Furthermore, Alternative A appears to result in greater impacts in all areas of the CEQA checklist simply based on the construction and operational footprints required for this alternative. According to CEQA, any proposed project alternative must avoid or

substantially lessen significant environmental effects. Through preliminary review of the SANDAG Screening Report, the City has identified potential alternatives that require far less tunneling, can be constructed in a manner that ensures continued passenger and freight operations, preserves the lagoons and the Fairgrounds, and that builds on past and ongoing regional investments in the rail system (e.g., the Solana Beach Grade Separation Trench).

Additionally, Alternative A would result in impacts to Solana Beach businesses and residents along S. Cedros Avenue and S. Highway 101 that have been impacted previously by the grade separation project construction, and within the next year, the SANDAG Solana Beach to Del Mar double-tracking project. Our residents endured the disruptions of 2 years of construction during the 1999 grade separation. Some of our businesses did not survive. The construction impacts of Alternate A would be far worse. Deepening and covering the existing trench between S. Cedros Avenue and S. Highway 101 to create a cut and cover tunnel would expose residents, businesses and visitors to disruptions, noise, dust and the traffic, GHG emissions and air pollution from over 400 truck trips per day for the estimated 10 years of construction. Furthermore, three of our four main arterial roads, S. Cedros, Highway 101 and Via de la Valle would all be constrained during construction for extended periods of time, causing public safety as well as economic repercussions.

This level of construction in one specific area over multiple decades can result in not only construction fatigue, but also impacts to the economy and extensive losses to our business and residential communities. It will likely be felt most directly by our residents who live in the multi-family homes along Cedros Avenue which would likely be taken during the construction of Alternative A, reducing our limited affordable housing options within the City that we continue to encounter challenges to maintain and replace.

Further, CEQA mandates a thorough analysis of feasible alternatives that can achieve the project's objectives with fewer adverse environmental impacts. Alternative A does not compare favorably with other potential alignments that offer better environmental and community outcomes. A viable alternative under CEQA should also be economically feasible. The projected costs associated with Alternative A are double those of the other alternatives in the NOP, and raise concerns about the long-term financial burden on local and regional taxpayers. Moreover, Alternative A would create far more significant environmental and public health impacts than the other alternatives, especially the concentrated locomotive diesel air emissions associated with an almost five-mile tunnel. We urge SANDAG to conduct a more comprehensive evaluation of all possible alternatives, including those that may have fewer environmental and social impacts, such as elevated rail options.

In conclusion, the City Council of Solana Beach urges SANDAG to remove Alternative A as proposed for the reasons clearly detailed in its own prior studies and analyses. We extend the offer and commitment to explore more environmentally, socially, and economically viable alternatives for the rail realignment project. We remain committed to

collaborating with SANDAG and other stakeholder agencies to find a solution that benefits our region without compromising the well-being of our environment and community.

Thank you for your attention to this critical matter. We look forward to your response and a productive partnership on this important issue.

Sincerely,



Lesa Heebner

Mayor



CITY OF SOLANA BEACH

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July 18, 2024

San Diego Association of Governments (SANDAG)

Attn: Tim Pesce

401 B Street, Suite 800

San Diego, CA 92101

E-mail: LOSSANcorridor@sandag.org

**SUBJECT: CITY OF SOLANA BEACH COMMENTS REGARDING SAN DIEGO LOSSAN
RAILROAD PROJECT CEQA NOTICE OF PREPARATION**

Dear Mr. Pesce:

The City of Solana Beach (City) appreciates the opportunity to comment on the San Diego Association of Government's (SANDAG) Notice of Preparation of Draft Environmental Impact Report (NOP) per the California Environmental Quality Act (CEQA) for the San Diego LOSSAN Railroad Project (Project). The Project proposes to realign the existing railroad line between Sorrento Valley and Solana Beach away from the eroding bluffs adjacent to the Pacific Ocean near Del Mar.

While the City is providing significant comments in response to the NOP, many of our comments are specifically concerning the scope of the project, the project objectives, issue areas to be analyzed, and/or the alternatives, due to the incomplete and confusing NOP issued for this project. Specifically, the Project as defined in the NOP lacks an accurate, stable, and finite project description, describing instead three distinct separate project alternatives without identification of a preferred option. Additionally, the *Project* has been both presented as "moving the rail off of the coastal bluffs of Del Mar" and "linking the Sorrento Valley station to the Solana Beach station". These are more appropriately objectives for the Project under CEQA and not a Project Description that would include all components of the project, location or footprint of disturbance, and project features that should be described and incorporated into the Project *prior* to the analysis conducted under CEQA. Moreover, not all the alternatives are reasonable or feasible, and at least one alternative—Alternative A—does not meet the most basic objectives of the project, nor does it reduce any environmental impacts compared to those likely to occur as a result of Alternatives B or C.

The City of Solana Beach urges SANDAG to remove Alternative A. We reiterate our offer and our commitment to explore more environmentally, socially, and economically viable alternatives for the rail realignment project. Alignment A is the most environmentally harmful alternative; could cause disastrous impacts to the Del Mar Fairgrounds and recreational and open space lands; costs double the amount of other alignments; and threatens both existing multi-family residential units in Solana Beach, as well as affordable homes under proposal by Del Mar on the Fairgrounds property. As part of this letter, the City provides details and discussion on this issue and other

substantive and procedural concerns based on the limited information contained within the NOP. The City also provides comments and scoping recommendations for further analysis by issue area, to add needed details to SANDAG's technical analyses so the public can be provided with a better understanding of the Project, the range of alternatives, and any potential impacts.

I. BACKGROUND

SANDAG released the NOP on June 4, 2024. The NOP identifies the "Project" as the "San Diego-Los Angeles-San Luis Obispo (LOSSAN) Rail Realignment Project." The NOP explains that segments of the LOSSAN rail corridor within the San Diego area have experienced bluff collapses and erosion resulting in closures, speed reductions, and repeated bluff stabilization projects. Per the NOP, the California Coastal Commission is requiring SANDAG to evaluate realignment of the segment of the LOSSAN corridor between Sorrento Valley and Solana Beach (the project "study area") away from its current location on the eroding bluffs. A Project Description needs to be more clearly identified beyond its objectives. An appropriate project description must include all aspects of the Project including, but not limited to, the plans to remove the existing rail on the bluff, reuse of the current rail alignment, and details of the cut and cover design.

SANDAG's NOP identified six project objectives for the Project:

1. Improve rail service reliability by relocating the existing railroad tracks away from the eroding coastal bluffs in Del Mar;
2. Maintain passenger rail service to the existing train stations serving Solana Beach and Sorrento Valley and accommodate direct rail access to the 22nd District Agricultural Association (Del Mar Fairgrounds);
3. Minimize impacts in the surrounding communities during and after construction;
4. Avoid and/or minimize impacts on biological, cultural, and recreational resources of national, state, or local significance, including publicly owned parks, beaches, wetlands, ecological reserves, wildlife or waterfowl refuges, and any publicly or privately owned historic site listed or eligible for listing on the National Register of Historic Places;
5. Help meet the goals of the 2021 Regional Plan and the 2018 California State Rail Plan by increasing passenger and freight train capacity, further reducing travel times, improving reliability, and accommodating additional rail service; and
6. Improve coastal access and safety by eliminating at-grade railroad crossings and minimizing other pedestrian-rail points of interaction.

The NOP identifies three alternative routes for realignment away from the bluffs. These three alternatives were distilled from over 50 alternatives proposed by SANDAG and certain stakeholders. Alternative A is the longest, most expensive, and most complex to construct. It envisions boring a tunnel starting at a knoll at Interstate 5 in a location between Carmel Mountain Road and Carmel Valley Road (Knoll), running parallel to and below Interstate 5, turning northwest to run underneath the San Dieguito Lagoon and the Del Mar Fairgrounds (Fairgrounds), to finally emerge from a cut-and-cover tunnel beneath Solana Beach's central business district. Alternative A will result in slower rail operating speeds than current conditions. This alignment will result in

temporary and permanent impacts to the Solana Beach Coastal Rail Trail, Solana Beach, Stevens Creek, the Fairgrounds, and the San Dieguito Lagoon as well as to residences and business along Cedros Avenue and Via de la Valle. Alternative A will generate almost 547,000 one-way construction truck trips—over one million round-trip truck trips. SANDAG estimates that Alternative A will cost \$4.14 billion for engineering and construction costs alone. The agency calculates that Alternative A meets only four of the six objectives identified for the realignment Project. Specifically, Alternative A fails to meet two Project objectives because it would not minimize impacts to surrounding communities, nor would it preserve biological, cultural, or recreational resources of significance.

Alternative B would construct a tunnel starting at the Knoll that would run through the Del Mar Bluff and emerge near the intersection of Camino del Mar and Jimmy Durante Boulevard. This alternative is well within the middle range of length of all alternatives considered by SANDAG and is almost 8,000 feet shorter than Alternative A. Alternative B maintains current rail operating speeds and results in the fewest impacts to transportation infrastructure of all alignments considered. Alternative B results in the least impact to sensitive resources and to public lands of the three alternatives in the NOP. At an estimated cost of \$2.28 billion, Alternative B was well within the median range of costs of all alternatives considered by SANDAG, and is approximately 55 percent of the cost of Alternative A. Unlike Alternative A, SANDAG calculates that Alternative B meets all six of the Project's objectives.

Alternative C is the shortest of the three alternatives in the NOP. This alignment would traverse northwest across the Los Peñasquitos Lagoon, to a portal near Torrey Pines Road, and then descend into a subterranean tunnel running roughly parallel to Camino del Mar before emerging near the intersection of Camino del Mar and Jimmy Durante Boulevard. Alternative C meets current rail operating speeds and requires constructing a railway bridge over Los Peñasquitos Lagoon. Alternative C is the cheapest of three alternatives presented in the NOP at an estimated cost of \$1.85 billion. It would be approximately 45 percent of the costs of Alternative A and comparable to the median-range costs of Alternative B. Unlike Alternative A, SANDAG calculates that Alternative C meets all six of the Project's objectives.

II. DISCUSSION

The City's recommendations for SANDAG to improve the NOP and CEQA process overall for this Project are provided below, according to each issue area identified by SANDAG, and in the "checklist" provided in CEQA Guidelines Appendix G. The City has significant concerns both about the substance of the NOP and about the public engagement process used by SANDAG to develop and unveil the alternatives presented in the NOP. We describe these concerns in more detail below. Additionally, depending on the "Project Description," the City may be a Responsible Agency under CEQA and would be required to issue permits for access, encroachments, hauling, and other traffic-control measures related to project improvements within City rights-of-way for temporary and permanent improvements associated with the Project.

A. Recommendations for Analysis by Issue Area

The City requests that SANDAG evaluate alternatives to the Project using the recommendations provided for each environmental factor identified by CEQA Guidelines Appendix G below:

1. Aesthetics

The City has protected views, including designated public scenic viewsheds and regulatory protection of private views. SANDAG should conduct a detailed analysis of both public designated scenic viewsheds and also consider the regulatory requirements for private views protected under the City of Solana Beach Municipal Code.

2. Agriculture and Forestry Resources

SANDAG explains that it did not consider the Agricultural and Forestry Resources factor because it did not identify any such resources in the Project area, presumably for all three alternatives. The City recommends that SANDAG consult with the State of California's 22nd Agricultural District (potentially a Responsible Agency for this Project) to confirm that no agricultural or forestry resources are located within the San Dieguito Lagoon and Fairgrounds areas.

3. Air Quality

The City strongly recommends that SANDAG prepare Health Risk Assessments for a variety of scenarios or a master Health Risk Assessment for each of the three alternatives. The potential air quality impacts of the Project are significant and substantial, and could persist for years while the Project is constructed and operating. Thorough, reliable, and comprehensive health risk assessments of the Project's air quality impacts are essential to guide decision-makers in selecting the alternative that is least harmful to the public.

First, health risk assessments must be performed for the various tunnels contemplated by the three alternatives. The tunnels will trap concentrated diesel exhaust and other emissions from freight and other trains that will eventually vent out of portals into surrounding areas. This concern is particularly acute under Alternative A, which would construct the longest tunnel of all the alternatives (approximately 20,000 feet of bored tunnel and 6,500 feet of cut-and-cover tunnel, totaling about 26,500 feet—approximately five miles—of covered tunnel). The portals at both ends of this tunnel, particularly the north end, which vents in the City's residential and business areas, will therefore be venting almost five miles' worth of train emissions. Additionally, emissions will concentrate in the underground special events platform beneath the Fairgrounds and the San Dieguito Lagoon under Alternative A. These emissions would need to be vented out, possibly through shafts or fan systems, to the surface near the Fairgrounds and the San Dieguito Lagoon. It is vital that the emissions from the five-mile tunnel envisioned by Alternative A, and the emissions from the tunnels envisioned under Alternatives B and C, be analyzed, quantified, modeled, and thoroughly understood by performing a health risk assessment before any alternatives are adopted.

Second, health risk assessments must be made of the construction truck trip air quality impacts that will be caused by each of the alternatives. The NOP calculates that Alternative A will generate 547,200 *one-way* truck trips for disposal of construction materials, equating to almost 1.1 million round-trip truck trips. The truck trips under Alternative A are more than double the truck trips under Alternative B, and more than *four times* the amount of truck trips under Alternative C. Moreover, these figures only account for truck trips associated with disposal of construction materials for the bored tunnels, cut-and-cover tunnels, and U-structures; they do not account for truck trips associated with roadway construction, bridge construction, emissions from construction equipment, or automobile trips associated with construction workers and other Project personnel.

It is essential that a health risk assessment be conducted to examine all vehicle and equipment emissions associated with each alternative; describe how neighboring communities would be impacted; and compare the impacts across the alternatives.

Finally, health risk assessments should examine both construction-related air quality impacts as well as operational air quality impacts. Construction of any of the alternatives is anticipated to take seven-to-ten years, or longer, and operational impacts, such as emissions concentrated in tunnels, will persist indefinitely. It is vital that health risk assessments educate the public and decision-makers about the shorter-term and long-term air quality impacts of the alternatives. Furthermore, this analysis should take into account the cumulative condition of the double-tracking construction, bridge replacement, and construction of the seasonal platform, as well as other nearby construction and/or infrastructure projects that would expose specific populations of people to toxic air emissions over an extended period of time.

4. Biological Resources

The various alternatives to the Project envision varying and distinct impacts to sensitive and other biological resources. The lack of this information in the NOP has caused confusion and misinformation to spread rampantly. It is vital that SANDAG analyze the following issues so that decision-makers and the public have a full and accurate understanding of the potential impacts to biological resources posed by the Project alternatives:

(a) Over-the-Lagoon or Under-the-Lagoon?

Neither SANDAG's screening reports nor the NOP discuss the relative merits or impacts associated with constructing bridge structures over lagoons as compared to constructing tunnels under lagoons. At one public meeting, SANDAG noted that potential benefits of bridge structures included provision of shady areas and that they do not impede water flow. There was little information or understanding expressed regarding the relative benefits of a tunnel beneath a lagoon by comparison. Would either project require temporary damming or diversion structures? Does either alternative enhance wildlife habitat? What are each option's temporary and permanent impacts on water quality? Thorough understanding of these issues is required.

(b) Nature and Number of Sensitive Resources Impacted

SANDAG needs to provide a more thorough comparison of how many sensitive biological resources will be affected by the various Project alternatives. For example, Alternative A would affect not only San Dieguito Lagoon, but would also impact Stevens Creek and require temporary damming and diversion of the San Dieguito River. Alternative C would require construction of a bridge structure over Los Peñasquitos Lagoon, although, as discussed above, there may be benefits to bridge structures. By contrast, Alternative B seems to have fewer impacts to sensitive or other biological resources. Better understanding of the nature and number of sensitive biological resources impacted by the Project alternatives is needed.

(c) Mitigation and Restoration Plans

The NOP does not discuss what mitigation or restoration measures, if any, SANDAG has planned for repurposing and restoring the Del Mar sea bluffs once the rail tracks have been removed. Similarly, there is scant information about what kind of mitigation is envisioned for either Los

Peñasquitos Lagoon or San Dieguito Lagoon if rail tracks are removed from these resources, nor is there any discussion of the approximately six-acre park that is rumored to be constructed above the northern cut-and-cover section of Alternative A in Solana Beach. SANDAG needs to provide better identification and descriptions of potential mitigation and restoration activities that will be required for each and all alternatives in order that a more complete understanding of, and the potential mitigation and remedies for, each alternative's impacts to biological resources can be developed before a preferred alternative is selected.

5. Cultural Resources

The Fairgrounds is the major cultural resource that could be affected by the Project. It is an historic icon of the San Diego region, and an essential community, financial, recreational, and architectural asset. It is one of the region's prime revenue-generating facilities, producing valuable local jobs, and is a gathering place for tourists and San Diego residents from far and wide. It is critical that a thorough analysis of the Project's impact on the Fairgrounds be performed. Alternative A in particular would pose considerable threats to Fairgrounds property and operations. SANDAG acknowledges that this alignment (which requires digging a tunnel and a new special events platform about 80 feet below the Fairgrounds) will disrupt events and operations at the facility, limit the numbers of people and access points to Fairgrounds events, and require temporary and permanent condemnation of Fairgrounds property. Moreover, construction of Alternative A could take at least a decade; therefore, these impacts will be long-lasting and far-reaching for the communities that depend on the Fairgrounds for revenue, income, employment, and recreation. Thus, these impacts to one of San Diego County's premier cultural resources should be fully evaluated.

6. Energy

The CEQA thresholds refer to the unnecessary use of energy that is wasteful or unnecessary as a result of construction or operation. SANDAG should conduct an analysis of the energy consumption required for construction under each alternative, as well as throughout operation. Additionally, given the cumulative nature of the projects occurring within this corridor, Solana Beach requests that SANDAG include a cumulative analysis of the energy consumption/usage associated not only with the construction of the proposed project under each alternative, but also with any rail improvement projects within the same alignment that are planned, such as the double tracking, bridge replacement, and seasonal platform. This should include the analysis of the energy used and (if later demolished for construction of an alternative under the rail realignment) disclosure of that used energy.

7. Geology and Soils

The Project alternatives would affect various types of geology and soils in ways that need to be better understood, as described below.

(a) Under-the-Lagoon or Over-the-Lagoon?

As discussed above, SANDAG has provided little information or understanding of the relative benefits of a tunnel beneath a lagoon as compared to a bridge over a lagoon. How would either affect geology and soils? Do porous soils beneath lagoons and rivers present stability risks?

(b) Liquefaction and Subsidence Issues

Stakeholders are expressing concern about whether tunneling through sandstone hills is safe, and whether tunneling through these materials could cause liquefaction and subsidence of overlying soils and sand. Concerns are also permeating about whether tunneling through sandstone and other coastal soils creates more vibration issues than tunneling through more solid materials.

8. Greenhouse Gas Emissions

The City has similar concerns regarding greenhouse gas (GHG) emissions as it does for air quality impacts under the various Project alternatives. What GHG emissions are associated with train operations, if any? What GHG emissions are associated with the various tunnel lengths—would longer tunnels generate more GHG emissions? How does construction of the various tunnel lengths affect GHG emissions, and how do the various alignments' construction of tunnels compare in generating GHG emissions?

Similarly, thorough comparisons must be made of the GHG emissions associated with the construction truck trips anticipated under each alternative. Alternative A has more than double the amount of truck trips as Alternative B, or more than four times those of Alternative C—does Alternative A generate exponentially more GHG emissions as a result? Of course, GHG emissions associated with other construction equipment and with passenger vehicles will also need to be considered and compared across the Project alternatives.

Finally, as with air quality impacts, GHG emissions should be quantified and compared across Project alternatives for both construction-related emissions and operational emissions. This should include analysis of the cumulative condition that considers other projects planned to occur between now and the start of the rail realignment project, and the related GHG emissions that would be emitted for construction of multiple projects that may occur within the same rail corridor.

9. Hazards and Hazardous Materials

The Project is intended to realign the railway lines away from collapsing bluffs for both passenger rail services and also for freight services, including potentially hazardous freight materials. Freight lines traveling along these corridors already transport gasoline, fertilizers, cement, lumber, automobiles, and other materials that could present hazards. Analysis of the risks associated with transportation of these materials through the various alignments is needed. For example, can hazardous materials be contained in a tunnel in the event of a spill or other accident? How are impacts different for a tunnel under a lagoon and public events facility as compared to alignments under roadways or deep within hillsides? What types of cleanup activities would be required in the event of an accident, and what are the comparative potential impacts to sensitive biological resources and community cultural resources under each alternative?

10. Hydrology and Water Quality

Alternatives A and C entail either constructing bridges over lagoons and wetlands, or constructing tunnels beneath lagoons and wetlands. It is critical, as described in the Biological Resources section above, that SANDAG conduct thorough evaluations of the water quality and hydrology impacts of both bridges over lagoons and tunnels beneath lagoons. Analyses should include

evaluation of both construction and operational impacts, as well as impacts to water quality in the event of spills or other accidents. Finally, comparison of Alternative A and C's water quality impacts to Alternative B, which seems to have far fewer potential water quality impacts, is essential.

11. Land Use and Planning

Some of the Project alternatives would require abandoning or deconstructing various projects for which funds have already been spent and which are, in some cases, already in operation. Alternative A, for example, would require demolition of both the San Dieguito Bridge and the Fairgrounds special events platform, which have both been funded and construction activities begun or are imminent. It is nonsensical to engage in planning and land use activities that vitiate already-completed or just-completed projects and facilities, and approval of an alignment that deconstructs and abandons these projects would be a significant waste of scarce grant funds and taxpayer resources. SANDAG must provide more information about how the various Project alternatives would nullify already-established plans and currently operating projects, as well as the relative resulting costs to the region and taxpayer resources.

12. Mineral Resources

Sand resources are a finite resource within the San Diego region. SANDAG needs to analyze and plan for the disposal and/or reuse of sand extracted as part of the Project, and the indirect impacts related to the extraction of these resources. Additionally, SANDAG should conduct a thorough analysis of the potential mineral resources that may exist and the loss of availability of these resources as a result of the various project alternatives.

13. Noise

The Project, no matter the alignment or alternative selected, will produce construction and operational noise impacts. SANDAG's task is to select the alternative that is feasible, meets most of the Project objectives, and produces the least amount of noise impacts as possible. Given the potential severity of the potential noise impacts involved, the City recommends that SANDAG conduct noise analyses similar to health risk assessments conducted for air quality impacts, including examination of the impacts of persistent noise on adjacent sensitive receptors and communities. Particular focus should be given to receptors nearby tunnel portal locations and U-structure facilities, where train noise is likely to be most acute. Noise impacts on these receptors should be compared across all Project alternatives so that the least impactful alternative can be advanced. Additionally, construction noise impacts must be studied, particularly for receptors along roadways affected by construction and in public recreational areas, such as the Los Peñasquitos and San Dieguito Lagoons and at the Fairgrounds.

Finally, a technical comparison must be made of the various impacts produced by noise as compared to the impacts produced solely by ground or other vibrations. The Project alternatives have different impacts, and some alternatives seem likely to produce more noise impacts while others produce more vibration impacts. Measuring and comparing these different kinds of impacts is necessary to evaluate how to minimize the most harm to the most receptors, while meeting most of the Project objectives.

14. Population and Housing

All of the alignments under consideration for the Project involve some degree of housing impacts, whether by eminent domain or otherwise. The sensitivity of this issue requires very careful and thorough analysis of the relative benefits and drawbacks of each alternative.

SANDAG must consider whether the housing impacts affect affordable housing or market-rate housing, and what kind of regional effects will result from the loss of each type of housing. SANDAG should also describe the differences between temporary losses of housing from construction activities versus permanent losses of housing from Project operations, as compared across the Project alternatives. Finally, SANDAG must analyze and clearly differentiate the comparisons between full elimination of housing, versus temporary nuisance impacts, such as noise or vibrations. Clearly, permanently eliminating housing is an order of magnitude more severe than mere disturbance caused by intermittent or distant noises or vibrations.

In sum, SANDAG's analysis of the Project's potential impacts to housing should compare the alternatives using these metrics so that decision-makers and the public can understand the affordable-versus-market rate dynamics in housing impacts, the varying regionwide impacts, and the technical, real-world differences between nuisance impacts caused solely by nuisance conditions compared to the impacts associated with full elimination of housing stock.

15. Public Services

The City of Solana Beach relies on sales tax revenue to fund many of its public services. The Project, particularly Alternative A, would affect many sources of the City's sales tax revenue, such as the Fairgrounds, the recreational areas surrounding the Fairgrounds, and the businesses along Cedros Avenue. Therefore, the public services funded by this sales tax revenue would be directly impacted, negatively affecting existing infrastructure and services.

Furthermore, the 22nd Agricultural District lands comprising the Fairgrounds are public lands and are intended for recreational uses. SANDAG should analyze any potential impacts to not only the availability of public recreational services, but also on public recreational facilities and activities (e.g., direct impacts to the San Diego Fairgrounds) across all the alternatives, as required under CEQA for potential recreation impacts, as discussed below.

16. Recreation

SANDAG describes the benefits of Alternative A as including the fact that it would impact the most amount of public lands of the three alternatives identified in the NOP. It is unclear why this is described as a benefit, unless an unnamed Project objective includes prioritization of private property owners over public resources. Considering use of public lands as a benefit obscures the potential impacts associated with such a decision, particularly for communities that rely on public lands for recreational and health purposes. Alternative A would require extensive impacts to public recreational resources in order to construct and operate the subterranean tunnel beneath the San Dieguito Lagoon and the Fairgrounds. Not only would these impacts persist for seven-to-ten years or more during construction of Alternative A, but Alternative A would require permanent occupation of portions of the Fairgrounds, impact Stevens Creek, and destroy the Solana Beach Coastal Rail Trail. Alternative C would require construction of a bridge structure over Los Peñasquitos Lagoon,

although the relative long-term benefits and drawbacks of a bridge need to be studied further. Alternative B seems to pose the least threats to public recreational facilities of all the alternatives.

SANDAG needs to conduct an in-depth evaluation of the relative impacts to public recreational facilities across the various Project alternatives. It is patent that Alternative A is designed to encumber public recreational lands and facilities to the maximum degree, and to avoid private lands at all costs. This alternative is grossly inequitable because it harms lower-income communities and the public at large in order to mollify wealthy landowners. It also upends the entire eminent domain scheme, which operates by compensating private property owners in favor of the public good, not the other way around.

17. Transportation

SANDAG's screening reports and NOP describe some of the transportation impacts of the various alignments considered for Project alternatives. However, as with other areas discussed herein, the analysis of transportation impacts needs further detail and comparison across alternatives.

(a) Roadway Transportation Impacts

The roadway transportation impacts of different iterations of Alternative A were analyzed to varying degrees in both the 2023 and 2024 alignment screening studies. The 2023 report is unclear as to what is being analyzed under the "I-5 Alternative." Figure 3-5 of that report does not depict the I-5 Alternative as extending into Solana Beach, but later descriptions (pp. 65-66) of the alignment explain that it would require reconstruction of the Via de la Valle overpass and deepening the existing trench north into Solana Beach adjacent to South Cedros Avenue. The 2023 report also anticipated that the I-5 Alternative would require destruction of the planned San Dieguito Double Track and Fairgrounds special events platform, and would cause permanent impacts to the Fairgrounds' southern parking lot. As is the case with the alternatives in the NOP, the I-5 Alternative is not clearly described, the precise location of the alignment is vague, and there are inconsistent explanations of the alignment's anticipated impacts.

The 2024 assessment evaluated what would become Alternative A, and anticipated that construction access and maintaining rail services between Solana Beach and Sorrento Valley stations for Alternative A would impact Via de la Valle, Lomas Santa Fe Drive, South Highway 101, and South Cedros Avenue, and that Fairgrounds event access would be affected at Via de la Valle and Jimmy Durante Boulevard. Additionally, in order to maintain rail services during construction of the proposed northerly exit/entry point located, additional temporary tracks need to be constructed within the existing trench between Lomas Santa Fe and Via de la Valle in Solana Beach. Due to limited space, the existing trench would need to be widened well beyond the existing improvements and would require substantial grading activities for several years.

Finally, Alternative A's construction impacts and acquisition of additional temporary staging/construction areas needs to be evaluated and the feasibility should be discussed with the affected agencies, i.e. the cities of Solana Beach and Del Mar. These are significant impacts to vital roadways within the local community, and these impacts should be quantified so that stakeholders can understand the scale, locations, and duration of these impacts, as well as how they compare to roadway impacts caused by Alternatives B and C.

(b) Rail Passenger Service Impacts

SANDAG's varying reports discuss maximum passenger rail speed times during construction and operation of the various Project alternatives, but the information is spread across several different reports and pages, and it is challenging to glean a true comparative understanding of the rail passenger service impacts of each alternative from the presentation of the data. For example, Table 6-6 of the 2024 assessment displays the various "restrictive speeds during construction" for both passenger and freight rail service, and section 6.2.2.5 discusses the "design speeds" of the various alternatives, but there is no simple comparative table or analysis otherwise that displays the differences between Alternatives A, B, and C for construction speed restrictions, maximum operating speeds, and time saved from current speeds. Given that one of the primary Project objectives is to improve passenger rail speed and reliability, it is confounding that a simple comparative analysis of how each alternative meets these basic criteria is absent from the reports and the NOP. We strongly recommend that SANDAG revise the NOP to include this comparative analysis.

18. Tribal Cultural Resources

The proposed Project has the potential to damage or destroy unknown subsurface archaeological or tribal cultural resources which could result in a substantial adverse change in the significance of a unique archaeological resource, and the relative impacts of each alternative on tribal cultural resources must be fully analyzed and compared.

19. Utilities and Service Systems

The 2024 assessment, at Table 6-5, provides a basic comparison of the various alignments' impacts to public utilities. Alternative C, represented by Alignment 3, appears to have the fewest utility impacts of the three alternatives in the NOP. However, Alternatives A and B both would cause impacts to a City of San Diego 54-inch trunk sewer and a 36-inch water main that would necessitate "extensive coordination" with the City. Notably, alternatives excluded from the NOP, such as Alignments 1, 7, 9, and 11 had equal or fewer utility conflicts than Alternatives A and B, and although the 2024 assessment discusses various utility conflicts in some detail, there is no clear explanation why Alternatives A and B were selected instead of other alignments that had fewer or no utility conflicts. The City recommends that SANDAG provide more detailed discussion of its rationale for selecting Alternatives A and B instead of alignments with fewer utility conflicts.

SANDAG should further identify any other facilities including sewer and water lines, pump stations, roadways, or other public facilities that may need to be replaced as part of this project. Moreover, an analysis of indirect impacts of the project on water quality, roadway emissions, and other negative environmental impacts on City infrastructure should be considered as part of the analysis of project alternatives. Of note, Table 6-5 fails to include utilities located within/attached and/or between the Via de la Valle and Lomas Santa Fe bridges. Water, sewer, storm drain and recycled water utilities exist that serve properties in both Del Mar and Solana Beach that would likely be affected by Alternative A, but there is no discussion of these potential impacts in the NOP.

20. Wildfires

SANDAG should consider how emergency response will be conducted during construction and operation of the Project should a wildland fire ignite or incident on I-5 occur that shuts down

freeway access in both north and south directions. Limited access to the region during construction and operation of the Project would impact not only traffic circulation, but also evacuation sites, as the Fairgrounds is presently designated as a wildfire evacuation location for the region.

21. Mandatory Findings of Significance

CEQA requires lead agencies to determine if proposed projects would “substantially degrade” environmental quality, wildlife habitat of a fish or wildlife species, threaten a plant or animal community, or eliminate important historical or prehistorical resources. Agencies must also evaluate whether a proposed project will have cumulatively considerable impacts when combined with the effects of other past, current, or future projects. Finally, agencies must consider whether a proposed project would have environmental effects causing “substantial adverse effects” on human beings. (CEQA Guidelines, App. G.)

The NOP does not contain this analysis. Given that the Project, particularly Alternatives A and C, will affect sensitive lagoon and wetlands resources, such analyses are critical. Moreover, the potential air quality and noise impacts discussed above could impose substantial adverse health and quality-of-life impacts on regional communities. SANDAG must perform comparative analyses of each Project alternative so that stakeholders are able to easily understand the relative impacts of each alternative and their respective significance.

B. Substantive Concerns with the NOP

1. No Accurate, Stable, and Finite Project Description

An “accurate, stable and finite” project description is indispensable to an informative and legally sufficient CEQA document. (*County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 193.) CEQA documents that contain “curtailed or distorted” project descriptions prevent the public and decision-makers from fully and accurately evaluating a project’s benefits and costs, applying appropriate mitigation measures, and evaluating other alternatives proposed. (*Id.* at pp. 192-93.) A project description that sends “conflicting signals to decision makers and the public about the nature and scope of the project is fundamentally inadequate and misleading.” (*Washoe Meadows Community v. Dept. of Parks & Recreation* (2017) 17 Cal.App.5th 277, 287.) Indeed, “a curtailed, enigmatic or unstable project description draws a red herring across the path of public input.” (*Id.* at p. 288.) An adequate project description must contain the “precise location and boundaries” of the proposed project, a list of project objectives, descriptions of the project’s technical, economic, and environmental characteristics, and identification of applicable agencies, permits, approvals, and decisions implicated by the project. (Cal. Code Regs., tit. 14, § 15124; hereafter CEQA Guidelines.)

The NOP’s project description is not accurate, stable, or finite, and prevents the public and decision-makers from fully understanding the scope of the Project, the potential impacts, appropriate mitigation measures, and true alternatives. Indeed, the project description does not describe a single “project,” but rather three separate projects, Alternatives A, B, and C, all have different locations and different potential impacts, and would require distinct mitigation measures. The NOP fails to identify which of these alternatives is the preferred option, and none of the alternatives contains fixed geographic locations, technical details, or clear descriptions of potential environmental, social, and economic impacts. Although SANDAG insists these details will be

provided in the Draft Environmental Impact Report (DEIR), the DEIR is only due in 2025 or 2026, and SANDAG's decisions not to identify a preferred alternative and provide more details about each alternative are already creating the problems described: the NOP sends the public and decision-makers conflicting signals about which alignment is SANDAG's preferred alternative, omits the actual details of the alignments, and confuses stakeholders about whether they should respond to one of the alternative alignments provided, or all three. Moreover, the alternative alignments have not received equal engineering evaluations, leaving the public to speculate whether some alternatives are "red herrings" that are not seriously being considered.

Even the Project's name is unstable and has shifted over time. The NOP describes the Project as the "San Diego-Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Realignment (SDLRR) Project," but SANDAG has also described the Project at public meetings as a project to "connect Sorrento Valley to Solana Beach." The connection between Sorrento Valley and Solana Beach currently exists, so it is unclear what this project name references. We recommend that SANDAG revise the NOP to identify a stable, preferred alternative alignment, and provide additional details about the preferred alternative and other alternatives so that all stakeholders have a firm understanding of what the actual project is and where they should focus their evaluations and comments.

Finally, the Project Description must include details of what will happen to the existing rail line after completion of the Project and analyze the removal and/or reuse of the areas/properties that would be vacated or disposed of as part of this project.

2. The NOP Does Not Contain a Reasonable Range of Feasible Project Alternatives

CEQA requires that environmental analyses identify a preferred project as well as reasonable and feasible alternatives to the preferred project, especially alternatives that would reduce a preferred project's significant environmental impacts. The CEQA Guidelines specifically explain that environmental documents "shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project..." (Guidelines, § 15126.6, subds. (a), (c).) The range of alternatives must be sufficient to encourage "informed decision-making and public participation," and the agency must disclose why it selected or removed alternatives from consideration. (*Id.* at subd. (a).) Suitable alternatives are those that reduce significant environmental effects, attain most project objectives, and are feasible, reasonable, and realistic. (*Id.* at subd. (c).) The feasibility of an alternative may be analyzed using factors such as site suitability, economic viability, availability of infrastructure, and other pending plans and projects. (*Id.* at subd. (f)(1).) The selection and analyses of alternatives is governed by a "rule of reason" requiring that only feasible alternatives that meet most project objectives, while avoiding or lessening environmental impacts, be thoroughly considered in the environmental documents. (*Id.* at subd. (f).)

The NOP's range of three alternatives is inexplicable. Specifically, the inclusion of Alternative A in the NOP instead of other alternatives that were rejected lacks substantial evidence and is not explained by any "rule of reason." First, Alternative A meets only four of the six Project objectives identified by SANDAG,¹ while Alternatives B and C meet all six Project objectives. Moreover,

¹ The City notes that Alternative A probably only meets three or fewer Project objectives, not four.

Alternative A also meets fewer Project objectives than *eleven* other alternatives that were excluded from the NOP. Of these eleven alternatives, *ten* met all six of the Project objectives. SANDAG determined that four of these ten were worth further evaluation based on duplicative features. Despite the fact that all four alternatives were shorter, required fewer truck trips, affected less public open space and recreational lands, caused fewer utility conflicts, and were cheaper than Alternative A, Alternative A was chosen instead of these alternatives. SANDAG does not provide substantial evidence justifying inclusion of Alternative A over other alternatives that were all environmentally superior according to SANDAG's own criteria, and the decision is devoid of reason.

Second, an earlier version of Alternative A was explicitly rejected by SANDAG in prior analyses. The agency concluded in the August 2023 report that an alignment practically identical to Alternative A, requiring digging tunnels beneath the Fairgrounds and San Dieguito Lagoon, was "impractical" for myriad reasons, including that it required deepening trenches "through most of Solana Beach," lowering the Solana Beach train station, relocating the Fairgrounds' special events platform into the underground tunnel, abandoning the newly built San Dieguito Bridge, reconstructing the Via de la Valle overpass, digging in Stevens Creek, damming the San Dieguito River, and imposing permanent infrastructure and utilities on Fairgrounds property. Therefore, not only was Alignment A included in the NOP instead of environmentally superior alternatives meeting all Project objectives, but Alignment A was included even though SANDAG had concluded less than a year earlier that it was "impractical" and infeasible. SANDAG has not explained why an alternative that it rejected less than a year ago was somehow included in the NOP's final three alternatives.

Third, inclusion of Alternative A alongside Alternatives B and C is nonsensical, given the comparative analyses and studies that have been invested in each alternative. Specifically, while Alternatives B and C have been designed to a ten percent conceptual engineering level, Alternative A has only received about 1 percent conceptual engineering design review. Moreover, the ten alternatives meeting all six Project objectives, but excluded from the NOP, had also received at least ten percent engineering design review. SANDAG does not provide any logical reasoning for why it included in the NOP's final three alternatives an alignment that has received less study and design review than multiple other excluded alternatives that had received more technical analysis and review.

In sum, the range of alternatives included for final consideration in the NOP is not reasonable or feasible. Specifically, the inclusion of Alternative A when compared to Alternatives B and C is illogical—Alternative A is inferior to Alternatives B and C according to SANDAG's own objective measures, so why has it been included alongside these alternatives? Moreover, the inclusion of Alternative A at the expense of other excluded alternatives has no rational basis. Multiple alternatives that were environmentally superior, more feasible, and that aligned with all six Project objectives were excluded from further consideration, but an alternative that entails more air quality impacts from truck trips, more impacts to public lands, meets fewer Project objectives, and that SANDAG considered prohibitively "impractical" less than a year ago was included in the final three NOP alternatives. For these reasons, the inclusion of Alternative A alongside Alternatives B and C, and at the expense of superior alternatives, is not justified by any "rule of reason," lacks substantial evidence, and frustrates informed decision-making and public participation.

3. The NOP's Lack of a Preferred Alternative Obscures the Project's Cumulative Impacts

"Cumulative impacts" are defined as "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts." (CEQA Guidelines, § 15355.) CEQA analysis must include discussion of the "cumulatively considerable" significant impacts of a proposed project combined with the related impacts of other pending nearby projects. (CEQA Guidelines, § 15130, subd. (a).) Discussion of other projects causing related impacts may take the form of a list of past, present, and future probable projects, or a summary of growth and development projections in a state, regional, or local planning document. (*Id.* at subd. (b)(1).) The discussion must also define and explain the geographic area that would be affected by the cumulative impacts of the proposed project and other pending projects. (*Id.* at subd. (b)(3).) The discussion of cumulative impacts should be reasonable and practical, but must be more substantive than a mere conclusion unsupported by evidence or analysis. (*Id.* at subd. (b); *Whitman v. Board of Supervisors* (1979) 88 Cal.App.3d 397, 411.)

SANDAG explains that discussion of cumulative impacts of the Project and other past, current, and future projects will be contained in the DEIR. However, in this case, the lack of any cumulative impacts discussion in the *NOP* is already causing confusion and concern, and is undermining the CEQA's goals of informing decision-makers and the public about the potential cumulative impacts of the Project. The *NOP*'s identification of three distinct alternatives, without identifying a preliminary preferred alternative or an environmentally superior alternative, requires stakeholders to postulate as to the cumulative impacts of three potential projects, not one. The three alternatives have different geographic locations, affect different resources and communities, and have unequal environmental impacts. They all consequently will have different related nearby projects and associated cumulative impacts. Which ones should decision-makers and the public evaluate?

Moreover, the unequal conceptual design status of the various alternatives, with Alternative A receiving only one percent design review compared to Alternatives B and C's ten percent design review, suggests that an equal and defensible cumulative impacts comparison between the various alternatives cannot even be performed. How can reliable inferences and conclusions be drawn about the cumulative impacts of a project that has received only one-tenth of the design review of the other alternative projects?

Perhaps acknowledging these problems, the *NOP* lacks any discussion whatsoever of the three alternatives' cumulative impacts. Nor did SANDAG's 2023 and 2024 alignment screening assessments contain any thorough discussion of cumulative impacts. However, it was possible to produce preliminary cumulative impacts discussions in the *NOP* because the prior screening reports contained some discussion of other projects that would be affected by the various alignments. For example, both screening reports discuss how Alternative A would require destruction and potential re-use of the San Dieguito Bridge and Fairgrounds special events platform facilities, but there is no mention in the *NOP* about what the combined cumulative air quality, traffic, noise, and other impacts would be caused by construction of Alternative A concurrently with the destruction of these facilities, nor what the combined years-long cumulative impacts might be if the projects were not constructed or deconstructed concurrently. Similar analyses are missing for Alternatives B and C.

The City notes that the NOP's failure to identify a preferred and/or environmentally superior alternative in the NOP, and the unequal analysis of those three alternatives, makes a truly reliable understanding of the actual Project's potential cumulative impacts impossible. Nevertheless, the NOP still fails to even attempt to describe the various potential cumulative impacts of each alternative, even though SANDAG's earlier analyses contain sufficient information to produce preliminary predictions. The NOP's failure to identify a preferred alternative, and its lack of any preliminary cumulative impacts discussion, has undermined CEQA's goals of informing stakeholders about potential cumulative project impacts, and has instead created confusion and uncertainty. Therefore, the City urges SANDAG to remove Alternative A, and we reiterate our offer to work with all regional stakeholders to meet our regional goals.

C. Concerns Regarding Inadequate Public Engagement

The City has acute and urgent concerns about SANDAG's public engagement process for the NOP. Specifically, the City is troubled that the vast majority of public engagement conducted by SANDAG prior to release of the NOP occurred with just one stakeholder, the City of Del Mar. Indeed, SANDAG's own NOP validates these concerns by documenting the extensive outreach provided to Del Mar residents and officials—the NOP identifies at least four occasions between July 2023 and February 2024 when SANDAG engaged with the Del Mar community specifically. There is no documentation of any corresponding outreach to the City of Solana Beach, nor to the City of San Diego, the 22nd Agricultural District, the Fairgrounds operators, the trustees of the San Dieguito and Los Peñasquitos Lagoons, nor any other stakeholder potentially affected by the Project—besides Del Mar.

Moreover, the May 2024 alignment screening report discloses that the “stakeholder” alignments that were evaluated in the screening report were sourced from the very same meetings with Del Mar described above, although residents of Carmel Valley and the Torrey Pines Community Planning Board were also ostensibly provided with one engagement event each. Solana Beach was not engaged at all during this time. These facts indicate that the “stakeholder” alignments evaluated in the May 2024 screening report were most likely added solely by the residents and officials from Del Mar, including the Alternative A alignment that SANDAG's 2023 study had concluded was “impractical” and infeasible. Astoundingly, SANDAG's first official engagement with Solana Beach officials and residents about the Project occurred on June 26, 2024, almost a month *after* the NOP was released and *after* the Alternative A alignment proposed by the Del Mar stakeholders was included as one of the NOP's three final alternatives.

For these reasons, the NOP's range of alternatives is not only substantively problematic from technical, legal, and feasibility viewpoints, but it is also tainted by an unfair and prejudiced public engagement process that resulted in unevenly analyzed alternatives, misrepresentation of the various alignments' potential impacts, and a sense that SANDAG's decisions about the final three alternatives were motivated by factors other than feasibility and potential impacts. Informed decision-making and public participation are fundamental goals of the CEQA process, and the purpose of the statute is “to inform the public and its responsible officials of the environmental consequences of their decision before they are made.” (*Friends of the Eel River v. North Coast Railroad Authority* (2017) 3 Cal.5th 677, 713.) However, in this case, SANDAG's failure to meaningfully engage with all stakeholders in developing the NOP and the Project has left excluded stakeholders like the City frustrated that decisions about the Project are being made without their input and with a poor understanding of the various alternatives' potential consequences.

SANDAG can rectify these problems by meaningfully implementing the multi-jurisdictional stakeholder value analysis that was directed to be performed by the SANDAG Board of Directors on June 28, 2024. If SANDAG uses this value analysis to engage in thorough dialogue with *all* stakeholders, and to revise the NOP to reflect a wider, more feasible, and more-thoroughly analyzed range of alternatives, the problems of the agency's public engagement process may be mitigatable.

The City believes that a reasonable and feasible alignment for the Project can be selected that minimizes harm to local communities and sensitive natural and cultural resources, while meeting most or all of the Project objectives. However, the NOP released by SANDAG in June 2024 does not present a feasible range of alternatives, and the project description and analyses thus far have created confusion and concern about the nature of the Project and its potential impacts. The City urges SANDAG to remove Alternative A. We reiterate our offer and our commitment to explore a more environmentally, socially, and economically viable alternative for the rail realignment project, and recommend that SANDAG revise the NOP to include more analysis so that truly informed decisions can be made about this far-reaching Project.

Sincerely,



Alyssa Muto
City Manager

810 Mission Avenue
Oceanside, CA 92054
(760) 966-6500
(760) 967-2001 (fax)
GoNCTD.com

July 19, 2024

San Diego Association of Governments
Attn: Tim Pesce
401 B Street, Suite 800
San Diego, CA 92101
Sent Via Electronic Mail: lossancorridor@sandag.org

RE: Notice of Preparation of a Draft Environmental Impact Report for the LOSSAN Rail Realignment Project

Dear Mr. Pesce:

On behalf of the North County Transit District (NCTD), I write to provide the following comments in response to the San Diego Association of Governments' (SANDAG) Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR) for the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Realignment Project (Project). NCTD appreciates the opportunity to provide input during this critical stage of the environmental review process.

NCTD is designated as a responsible agency under the California Environmental Quality Act (CEQA) as NCTD owns the San Diego Subdivision of the LOSSAN Corridor from the northern border of San Diego County to the southern limits of the City of Del Mar and has approval authority over the Project (14 Cal. Code Regs §15381.) NCTD is the Railroad of Record responsible for maintenance of the entire Subdivision as designated by the Federal Railroad Administration. Through Shared Use Agreements, NCTD assumes responsibility to ensure the San Diego Subdivision is usable by Amtrak intercity rail service and BNSF Railway (BNSF) freight rail service. NCTD also operates the COASTER commuter rail service through the Project area.

In response to the NOP, NCTD would like to encourage SANDAG's consideration of the following during the development of the DEIR for each proposed Project alternative:

Surface Transportation Board Approval for Construction and Abandonment:

In general, as SANDAG considers Project alternatives, NCTD urges SANDAG to consider involvement of the Surface Transportation Board (STB). NCTD operates the existing rail line pursuant to authorization by the STB under 49 U.S.C. § 11323 when it acquired the line.

- Amtrak operates on the existing line under 49 U.S.C. § 24308 as Amtrak may make an agreement with a rail carrier or regional transportation authority to use facilities of, and have services provided by, the carrier or authority (NCTD) under terms on which the parties agree.

- BNSF operates on the existing line under a Reserved Freight Easement.
- As a representative of NCTD, SANDAG will need approval from STB under 49 U.S.C. § 10901 to construct a new rail line.
- NCTD and BNSF will need approval from the STB to abandon the existing line and discontinue rail operations under 49 U.S.C. § 10903 on the existing line if such abandonment is determined to be in the best interests of the railroads.

Concerns Regarding Limited Information:

NCTD would note that the NOP lacks sufficient detail on certain aspects, which hinders NCTD's ability to fully assess the potential alternatives and their respective impacts on rail transportation. NCTD will require a review of Project documents to determine whether the Project can be permitted and is operationally feasible for all forms of rail transportation before SANDAG's design is finalized and construction can commence on NCTD's right-of-way. The following information is necessary for a thorough evaluation of each alternative:

Project Description and Scope

- More detailed descriptions of the Project components, including specific locations (mileposts, control points, etc.), sizes, and operational details.
- Clarification on the phases of the Project, including timelines for construction.
- Clear descriptions of all potential Project alternatives being considered, including their locations and designs.
- Comparative analyses of the environmental impacts of each alternative.

Transportation Issues to be Addressed:

As SANDAG begins the process to prepare a DEIR for the Project, NCTD would urge SANDAG to explore the following issues for each alternative considered, including a No Build alternative, and assess the potential impacts of each. SANDAG should evaluate the feasibility and impacts of different alignment options, including cost and engineering challenges, and should address the following issues through the DEIR:

1. Impact to Operations (During Construction)

- SANDAG must consider and minimize the impacts of each alignment on rail operations during construction. Amtrak Pacific Surfliner, COASTER commuter rail and BNSF freight service operate through the Project area. NCTD, as the owner of the majority of the railroad right-of-way impacted by the Project, is contractually obligated to maintain use of the corridor for Amtrak and BNSF.

2. Operational Complexities (Post-Construction)

The operational complexity of the Project's elements, including, but not limited to, the tunnel, ventilation systems, and train control systems, must be considered and operational feasibility for all forms of rail transportation must be included in the design and construction.

3. Operations and Maintenance Costs

- Cost analyses of all alternatives shall consider the life cycle cost of the Project, to include anticipated operation and maintenance costs for the expected life of the constructed assets. Information on the expected useful life of each proposed alignment should also be included.

4. Transit Connectivity

- Connection to existing transit centers, such as Solana Beach Station and Sorrento Valley Station, as well as the future Fairgrounds Special Events Station (which is fully funded and expected to start construction in 2025) shall be considered.

5. Travel Time

- The impact to overall travel times on the corridor shall be analyzed. Under the terms of the Shared Use Agreements with its partners, NCTD must ensure that any realignment projects do not increase the overall travel time on the corridor. Therefore, alternatives that increase travel times shall not be considered.

Significant Environmental Issues to Be Addressed and Mitigation Measures to Be Considered:

For all potential alternatives, SANDAG should address the following environmental issues, among others, in the DEIR and explore corresponding mitigation measures:

Environmental Issues

- Air Quality and Greenhouse Gas Emissions
- Noise and Vibration
- Traffic and Transportation
- Biological Resources
- Water Quality and Hydrology

Mitigation Measures

- Noise and Vibration Mitigation
- Air Quality and Emissions Control
- Traffic and Safety Improvements
- Habitat Protection and Restoration

As a responsible agency, this letter fulfills NCTD's obligation to provide the lead agency with written specifications as to the scope and environmental information necessary for inclusion in the DEIR for NCTD to complete its review of the Project (Pub. Res. Code § 21080.4(a); 14 Cal Code Regs §§15082(b), 15096(b)(2)). NCTD strongly encourages SANDAG to address these issues comprehensively in the DEIR to ensure that the Project's environmental impacts are adequately assessed and mitigated.

NCTD appreciates the opportunity to provide comments on the NOP for the Project. Should you have any questions, please do not hesitate to reach out to Tracey Foster, Chief Development Officer, at tfoster@nctd.org or 760-966-6674.

Sincerely,



Shawn M. Donaghy
Chief Executive Officer

CC: Mario Orso, Chief Executive Officer, SANDAG
Omar Atayee, Acting Director of Engineering and Construction, SANDAG
Lori A. Winfree, Chief General Counsel, NCTD
Mary Dover, Chief of Staff, NCTD
Tracey Foster, Chief Development Officer, NCTD
Scott Shroyer, Director of Engineering, NCTD



TORREY PINES

COMMUNITY PLANNING BOARD

July 15, 2024

SANDAG
401 B Street, Suite 800
San Diego, CA 92101
ATTN: Tim Pesce

RE: Notice of Preparation (NOP) Draft EIR, LOSSAN Rail Realignment Project Public Comments

Mr. Pesce:

The Torrey Pines Community contains some of the most well-known, diverse habitats in the County. Our sensitive coastal resources, including those of the Torrey Pines State Natural Reserve are known throughout the world and have made our community a visitor serving destination that extends benefits far beyond its boundaries and those of the city. Whatever is done regarding the rail line relocation, it must prioritize the preservation of these resources, including the preservation of the visual integrity of the Torrey Pines State Natural Reserve viewshed, for the benefit of present and future generations to come.

The Torrey Pines Community Planning Board (TPCPB) appreciates SANDAG's decision to remove the Portofino portal from further consideration. It was the right decision for the environment and the community and will help to preserve the visual integrity of the Torrey Pines State Natural Reserve viewshed.

We are proud of our work with you to identify the "I-5 Knoll" as a superior location for the southern portal, and request that you suspend further consideration of Alternative C. We firmly believe that the NOP's Alternative C is wrong for the environment and the community, an opinion shared by every environmental or community interest of which we are aware.

We support all of the conclusions and questions in the attached letter from the Los Penasquitos Lagoon Foundation, and request that it is incorporated into our response. In addition, we note a number of concerns which need to be addressed if Alternative C is carried forward into the DEIR:

- 1) Alternatives A and B place the southern portal upwind of I-5, but Alternative C would place tunnel venting upwind of our community. The DEIR should include a study of prevailing winds and the impact of the tunnel venting on the community. If negative impacts are expected or experienced, how will they be addressed? How will property owners be compensated?
- 2) SANDAG has explained that most construction impacts will occur at the southern portal, with the vast majority of excavated material being removed through that location. With Alternatives A and B, the construction impacts would be concentrated adjacent to I-5 and a portion of Old Sorrento Valley Road which has been closed to traffic for many years. With Alternative C the construction impacts would be experienced directly by neighboring homes and businesses, the result of over 100,000 truckloads of excavated material traveling on Carmel Valley Road around the clock for a multi-year period. Please include a detailed study of the construction related



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impacts on these neighborhoods. How will property owners be compensated for these adverse impacts if Alternative C is pursued?

- 3) It is not anticipated that eminent domain will be required for construction work or operations at the southern portal if Alternatives A or B are pursued, but there is information from SANDAG board member presentations that Alternative C would require the taking of 7-10 acres at the southern portal, primarily of local homes. Please provide a detailed map indicating which properties will be taken by SANDAG if Alternative C is pursued, along with a detailed map of properties expected to be partially impacted. Please also provide a detailed timeline of when SANDAG expects to remove current occupants from their homes if Alternative C is pursued, along with a detailed timeline of when adverse impacts will be experienced by homes that are not taken.
- 4) While Alternatives A and B would likely represent a net improvement to the environment of the Los Penasquitos Lagoon, Alternative C would introduce a double track alignment that is substantially higher and wider than the current alignment, as well as penetrating a currently undisturbed area in the NW corner of the lagoon for the proposed new portal. Please provide quantitative and qualitative analyses of how key views from public and private areas, including those from the Torrey Pines State Natural Reserve, would be affected. If adverse view impacts are anticipated, how would property owners be compensated? How would these property owners be compensated for the increased noise and other adverse impacts during construction and post construction operations?
- 5) Although not referenced in the NOP, it is our understanding that SANDAG intends to electrify the rail line once plans to convert to a high-speed alignment are complete throughout the area. An overhead pattern of catenary wires would introduce further man-made visual elements into the Torrey Pines State Reserve viewshed, adversely affecting the existing visual environment. This will impact key views to and from the Reserve and visually degrade one of San Diego's most iconic and sensitive coastal resource areas. Considering that the San Diego History Center in Balboa Park has a wall-sized historic photo of this view at the entrance to their photo archives, the desecration of this view is not to be taken lightly. Please provide details of how a future electrified track would be accomplished, including diagrams showing any overhead catenary wire system if anticipated.
- 6) The NOP does not mention need for fencing along the new berms to be constructed for the realignment, but it is logical that if trains are to be run at 110 mph across Los Penasquitos Lagoon that fencing will be required along the tops of the berms to prevent wildlife from impeding the trains at high speed. Will fencing be required, where will it be located, and what will the impacts be to wildlife in the lagoon? Will migration patterns be disturbed, and will the visual environment be further degraded as a result of these man-made improvements?
- 7) Alternatives A and B would have an area for southern portal construction adjacent to I-5 with no nearby homes in an already environmentally degraded area. In contrast, Alternative C would place the portal adjacent to a residential neighborhood with a construction area in an undisturbed area of lagoon. It appears likely that vehicles would utilize the Torrey Pines State Beach North Lot for construction staging and for removing millions of yards excavated material



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from tunnel boring. Please provide details regarding public access to the Torrey Pines State Beach North Lot and coastal areas, and the impact on neighboring areas if beach users are forced to park in adjacent neighborhoods during construction. Please provide details on these anticipated impacts and whether property owners would be compensated for them.

In summary, we have a long list of concerns with Alternative C. We see many merits to the I-5 Knoll location for the southern portal and thus support Alternative A or B. Again, we strongly encourage you to drop Alternative C from further consideration.

Thank you for your consideration,

Adam Gevanthor
Chair, Torrey Pines Community Planning Board

Cc:

SANDAG: Mario Orso, Chief Executive Officer (mario.orso@sandag.org)

California Coastal Commission: Commissioner Paloma Aguirre (Paloma.Aguirre@coastal.ca.gov)

California State Parks: Darren Smith, Senior Environmental Scientist (darren.smith@parks.ca.gov)

Los Penasquitos Lagoon Foundation: Mike Hastings, Executive Director ([REDACTED])

Torrey Pines Conservancy: Rick Gulley, President ([REDACTED])

Sierra Club San Diego: Lisa Ross, Chair ([REDACTED]); David Hogan, Vice Chair

([REDACTED])

CA State Senate: Senator Blakespear (senator.blakespear@senate.ca.gov); Alex Davis, Principal

Consultant (alex.davis@sen.ca.gov); Aurora Livingston, District Rep (aurora.livingston@sen.ca.gov)

County of San Diego: Supervisor Nora Vargas (nora.vargas@sdcounty.ca.gov); Supervisor Terra Lawson-Remer (terra.lawson-remer@sdcounty.ca.gov); Becca Smith, Policy Advisor

(rebecca.smith2@sdcounty.ca.gov)

City of San Diego, Mayor's Office: Dion Akers, Regional Government Affairs Manager

(DAkers@sandiego.gov); Emily Piatanesi, Community Representative (epiatanesi@sandiego.gov)

City of San Diego, District 1: Councilmember Joe LaCava (joelacava@sandiego.gov); Brian Elliott, Deputy Chief of Staff (belliott@sandiego.gov); Joaquin Quintero (jquintero@sandiego.gov)

City of San Diego, District 9: Julio Garcia, Government Affairs Manager (juliog@sandiego.gov)

City of Del Mar: Terry Gaasterland, SANDAG Representative (tgaasterland@delmar.ca.us)

City of Solana Beach: Mayor Lesa Heebner, SANDAG Representative (lheebner@cosb.org)

City of Encinitas: Mayor Tony Kranz, SANDAG Representative (tkranz@encinitasca.gov)



Item 8, Executive Report, Construction Projects & Facilities Updates

Background:

In recent years, the 22nd District Agricultural Association (District) has been working to reinvest in its facilities and in 2024, the Board of Directors approved a Capital Expenditures budget of nearly \$8.3 million worth of facilities and equipment investments.

California Construction Authority (CCA) is the Inspector of Record and Project Manager for all District construction projects. An Individual Project Agreement (IPA) is executed between CCA and District for each project.

Recently Completed Projects:

Surfside Heating, Ventilation, Air Conditioning (HVAC)

The Sound venue project was descoped from its original design, resulting in the exclusion of an HVAC upgrade for the outer spaces of the Surfside building. To utilize the outer spaces, District entered into an IPA with CCA in the amount of \$374,089.80 to tie in the upgraded HVAC system for The Sound to the rest of the Surfside building. In addition, reheat coils were added to the artist dressing rooms to provide improved temperature control. To date, the HVAC work, including the installation of new controls and reheat coils to the artist dressing rooms, has been completed; however, the boiler has now failed and CCA is currently seeking a recommendation from an architect on the appropriate size needed. Once a recommendation is received, a new boiler can be ordered and installed, and this project can be completed.

Asphalt

The budget for asphalt in 2023 was \$1.1 million and another \$1.5 million for 2024. In 2023, the Fire Department and Surf & Turf asphalt were repaired for \$793,000 with the balance carried over and added to the 2024 budget for asphalt projects. In 2024, potholes and alligatored asphalt have been repaired, slurry seal applied, and the main walking area of the Fairgrounds from west of the Don Diego Statue, in between the halls, and to the end of Mission Tower was re-striped. See aerial photo below for reference.



Current Projects:

Main Lot Asphalt

CCA is currently amending the IPA for the asphalt work and will go out to bid in late summer for a fall asphalt project that will continue the efforts to address potholes and alligatored asphalt, slurry seal, and re-stripe the entire main lot this Fall.

Facility Condition Assessment

In 2023, District engaged CCA for a comprehensive assessment of current facility conditions. The IPA for this project is \$347,975.63. The report is still in draft form as ongoing edits and review are being made.

Wyland Roof Repairs

The Wyland roof was leaking around the skylights, and District engaged CCA for the repair work, in the amount of \$294,920.50. While the work was completed, the roof still leaked during the heavy rain earlier this year. The vendor will be onsite after the Summer Race Meet to fix the leaks.

O'Brien Roof Repairs

The O'Brien roof was leaking, and District engaged CCA for the repair work, in the amount of \$269,390.40. While the work was completed, the roof still leaked during the heavy rain earlier this year. The vendor will be onsite after the Summer Race Meet to fix the leaks.

Grandstand Fire Suppression System

The Fire Suppression system in the Grandstand was not operating appropriately during an inspection. As a result, an IPA was executed in the amount of \$37,650 to repair the system. As part of the project, the vendor installed new hoses but upon inspection, the new hoses were out of date. The vendor is currently waiting for the current hoses to arrive to make the replacements.

Grandstand Fire Panels

The Grandstand fire panels were past their lifespan, resulting in the alarm panels not functioning properly. The project is currently underway and is estimated to be completed by mid-September. As required, District staff remain in Fire Watch mode while the work is underway to replace the outdated panels. The IPA for this project is \$554,567.13.

Surf & Turf Meters

Historically, the agreements with the various operators at the Surf & Turf Recreation Center required each operator to pay for utilities in addition to rent. However, and upon investigation by District's contracts unit, most of the property and the individual buildings do not have utility meters for the operators to secure their own utility service nor a means by which District can gauge utility use for reimbursement from the operators. To remedy this situation, submeters will be installed which will result in District's ability to appropriately collect reimbursement for electrical utility consumption from each operator. The IPA for this project is \$65,850.

Projects Pending Design:

Surfside Deck & Stair Repair

The back deck and stairs at Surfside will need to be resealed and additional support needs to be added for each external staircase due to leakage into the building when it rains. The IPA for this project is \$429,000.

Surfside Mechanical Roof

The Surfside mechanical roof has holes and cracks and leaks during rainstorms. The IPA for this project is \$106,355.

DMTC HVAC (+Boiler)

The HVAC system on the Del Mar Thoroughbred Club's Executive Offices has not been working properly and needs to be replaced. A unit has been identified that would fit the existing roof space, and the engineer is currently designing plans for this model. The IPA for this project is \$443,696.

The Promenade Design Plans

With the removal of the frontside housing building, District has the opportunity to reimagine the front entrance to the grounds, creating a beautiful new space for guests to enter and engage with the facility and events. The IPA for the conceptual design is \$143,875.

The Connection Center

District plans to relocate employees to a newly created space in the outer offices of the Surfside building. Currently, employees are spread out across the campus. The redesign of unused space into what District has dubbed as "The Connection Center" will centralize the majority of District employees in one building to improve efficiency and collaboration. The IPA for the first phase of this project is \$1,126,776.38. An architect has been engaged and design work is underway.

ITEM 8 – EXECUTIVE REPORT

August 2024

Expense Contracts Executed per Delegated Authority

Standard Agreements up to \$50,000						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
23-050 AM1	Cibola Systems Corporation	Strategic Consultant	Categorical Exemption	Year Round	5/1/23 – 6/30/24	\$0 AM1 (Total contract value = \$30,000)
23-062 AM2	Jag Tag Enterprises	Communication Training	Categorical Exemption	Year Round	8/1/23 – 5/31/24	\$10,000.00
23-069 AM1	Tom Nickel	Beer Facilitator	Categorical Exemption	2024 Fair	8/2/23 – 7/8/24	\$3,050 AM1 (Total contract value = \$12,050)
23-070 AM1	Tyson Blake	Beer Coordinator	Categorical Exemption	2024 Fair	8/2/23 – 7/8/24	\$3,050 AM1 (Total contract value = \$9,550)
24-021	Activate Human Capital Group	StrengthsFinder Assessments, Workshops, and Coaching	Categorical Exemption	Year Round	4/1/24 – 12/31/24	\$30,000.00
24-034	Daktronics	Equipment Maintenance	Categorical Exemption	Year Round	1/1/24 – 12/31/24	\$19,380.00
24-038	Canyon Crest Academy Foundation	Offsite Parking	Categorical Exemption	2024 Fair	6/12/24 – 7/7/24	\$19,200.00
24-039	New Leaf Biofuel	Used Oil Collection	Fair and Reasonable	2024 Fair	6/11/24 – 7/9/24	\$0
24-040	SDCE Foundation Employee Training Institute	Civilian Traffic Control Training	Categorical Exemption	2024 Fair	5/25/24 – 6/8/24	\$4,950.00
24-044	Finest City Entertainment	Video Production for 2024 SDCF	Categorical Exemption	2024 Fair	6/1/24 – 9/30/24	\$15,000.00
24-045	SDCE Foundation Employee Training Institute	Civilian Traffic Control Training	Categorical Exemption	2024 Fair	6/17/24 – 6/17/24	\$1,650.00
24-046	HITS Del Mar Leasing LLC	Del Mar National Horse Show 2025	Revenue	Year Round	7/1/24 – 6/30/25	\$0

Grandstand Entertainment: Categorical Exemption				
Contract #	Entertainer/Agency	Summary / Genre	Performance Date	Amount
24-1038	Frias Entertainment f/s/o Pancho Barraza	Hispanic	6/23/2024	\$100,000.00

Grounds Entertainment: Categorical Exemption			
Contract #	Entertainer/Agency	Summary/Genre	Amount
24-1131	Ron Bocian	Grounds Entertainment	\$800.00
24-1132	Robert Benjamin Parks	Grounds Entertainment	\$300.00
24-1133	Fireworks America	Grounds Entertainment	\$21,000.00
24-1134	Todd Charles Steinberg f/s/o The Moogician	Grounds Entertainment	\$30,000.00
24-1135	Ann Heller f/s/o Fleetwood Max!	Grounds Entertainment	\$1,000.00
24-1136	Anthony Capunay	Grounds Entertainment	\$200.00
24-1137	David Maldonado	Grounds Entertainment	\$700.00
24-1138	Marisa Derring	Grounds Entertainment	\$350.00
24-1139	Philip Ongert	Grounds Entertainment	\$100.00
24-1140	Robert Nash	Grounds Entertainment	\$15,000.00
24-1141	Rodolfo Acosta Jr	Grounds Entertainment	\$1,000.00
24-1142	Connie Graybull	Grounds Entertainment	\$763.47

Judging Agreements: Categorical Exemption					
Contract #	Judge	Purpose	Effort Type	Term	Amount
24-72J	Randy Shumaker	Livestock Judge	Fair	6/20/24 - 6/21/24	\$1,173.02
24-73J	Max Horan	Livestock Judge	Fair	6/30/2024	\$100.00
24-74J	McKenna Laban	Livestock Judge	Fair	6/30/2024	\$100.00
24-76J	Malia Arpon	Livestock Judge	Fair	6/30/2024	\$100.00
24-77J	Emily Emch	Livestock Judge	Fair	6/30/2024	\$100.00
24-78J	Kevin Stanford	Livestock Judge	Fair	6/23/2024	\$872.00
24-79J	Donna Kurtz	Livestock Judge	Fair	6/19/2024	\$410.30
24-80J	Michael Parsons	Livestock Judge	Fair	6/30/2024	\$100.00
24-81J	Alex Wisler	Livestock Judge	Fair	6/19/2024	\$607.70
24-82J	Lenny Schudar	Livestock Judge	Fair	7/7/2024	\$100.00
24-83J	Veronica Gomez	Livestock Judge	Fair	7/7/2024	\$100.00
24-84J	Max Horan	Livestock Judge	Fair	6/30/2024	\$100.00
24-85J	Denise Quires	Livestock Judge	Fair	7/7/2024	\$213.90
24-86J	Rick Schudar	Livestock Judge	Fair	7/7/2024	\$100.00

Revenue Contracts Executed per Delegated Authority

Event Agreements				
Contract #	Licensee	Event Name	Term	Rental Fee
24-834	Viewpoint Brewing	Employee Parking	9/9/24 - 12/31/24	\$1,925.00
24-851	La Mesa RV Center	RV Sale	9/16/24 - 9/25/24	\$19,360.00
25-838	CBF Productions	Tequila & Taco Festival	4/24/25 - 4/28/25	\$14,310.00
25-843	Villainarts Inc	Tattoo Arts Festival	4/10/25 - 4/14/25	\$14,205.00
25-856	FoodieLand LLC	Food Festival	4/28/25 - 5/5/25	\$30,465.00
25-857	Del Mar Trade Shows, Inc.	Electronics Trade Show	4/21/25 - 4/24/25	\$25,880.00
25-864	Jiu Jitsu World League, LLC	Jiu Jitsu Tournament	4/11/25 - 4/13/25	\$10,620.00
25-866	TMT Productions, LLC	Night Nation 5K Run	4/18/25 - 4/19/25	\$15,930.00
25-867	Viewpoint Brewing	Employee Parking	1/1/25 - 5/16/25	\$3,400.00

Commercial Vendor Agreements				
Contract #	Vendor	Product Category	Effort Type	Rental Fee
24-833	Live Aloha Designs	Clothing	Fair	\$7,900.00
24-835	O'Ryan LLC	Hats	Fair	\$14,765.00
24-836	O'Ryan LLC	Sunglasses	Fair	\$4,000.00
24-839	Discount Pictures Mart dba SoCal Arts	Art	Fair	\$14,930.00
24-840	Garhua	International Gifts	Fair	\$11,185.00
24-841	Straight Chillin	Fashion	Fair	\$3,750.00
24-842	ToeAsis	Jewelry	Fair	\$8,650.00
24-845	UNCOMMON USA	Flag Poles	Fair	\$3,750.00
24-846	San Diego Amusements	Arcade	Fair	\$1,250.00
24-847	Bird Rock Coffee Roasters	Coffee	Fair	\$5,000.00
24-848	Gecko Hawaii LLC	Clothing	Fair	\$8,000.00
24-849	Eyephoria Iris Photography	Art	Fair	\$3,750.00
24-850	Farm Fresh To You	Lead Generation	Fair	\$2,000.00
24-859	Wimsico	Jewelry	Fair	\$8,000.00
24-860	Karen Doyle	Face Painting	Fair	\$2,000.00
24-861	Big Bully Turf	Home Improvement	Fair	\$3,800.00
24-862	Professional Wine Opener	Kitchen Gadgets	Fair	\$8,000.00
24-863	Denise Nichols d/b/a Potpourri Pies	Home Goods	Fair	\$4,000.00
24-865	ZF North America	Clothing	Fair	\$1,875.00

Concessions Agreements				
Contract #	Vendor	Main Menu Item	Effort Type	Commission Rate
24-837	AGM Concessions	Mexican Food	Fair	25%
24-844	PSQ Productions	Passport to Savings	Fair	25%
24-852	Vartanian Concessions Mgmt	Tasti Chips	Fair	25%
24-853	AGM Concessions	Crepes	Fair	25%
24-854	Rock's Concessions	Boba	Fair	25%
24-855	Fernie's Concessions Inc.	Pizza	Fair	25%
24-858	Grand Beverage	Donuts	Fair	25%

STD 213A (Rev. 4/2020)	AGREEMENT NUMBER 23-050	AMENDMENT NUMBER 1	Purchasing Authority Number GL Acct#: 600100-00
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☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME
Cibola Systems Corporation

2. The term of this Agreement is:

START DATE
May 10, 2023

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement after this Amendment is:
\$30,000.00
Thirty Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to extending the contract term by two (2) months. The Through End Date is hereby amended from April 30, 2024 to June 30, 2024.

Amendment Effective Date: April 30, 2024.
All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Cibola Systems Corporation			
CONTRACTOR BUSINESS ADDRESS 180 S. Cypress Street	CITY Orange	STATE CA	ZIP 92866
PRINTED NAME OF PERSON SIGNING Lisa Perrine	TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME 22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)			
CONTRACTING AGENCY ADDRESS 2260 Jimmy Durante Boulevard	CITY Del Mar	STATE CA	ZIP 92014
PRINTED NAME OF PERSON SIGNING Carlene Moore	TITLE Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051 .a. 1		

STD 213A (Rev. 4/2020)	AGREEMENT NUMBER 23-062	AMENDMENT NUMBER 2	Purchasing Authority Number GL #: 600100-00-A
<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES			

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME
Jag Tag Enterprises, Inc.

2. The term of this Agreement is:

START DATE
August 1, 2023

THROUGH END DATE
May 31, 2024

3. The maximum amount of this Agreement after this Amendment is:
\$10,000.00
Ten Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to extend the term in order to allow for the completion of services. The Through End Date is hereby extended from March 31, 2024 to May 31, 2024.

Amendment Effective Date: March 31, 2024
All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Jag Tag Enterprises, Inc.			
CONTRACTOR BUSINESS ADDRESS 2110 Artesia Boulevard, B404	CITY Redondo Beach	STATE CA	ZIP 90278
PRINTED NAME OF PERSON SIGNING Jacqueline Devlin	TITLE Chief Executive Officer/Director		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME 22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)			
CONTRACTING AGENCY ADDRESS 2260 Jimmy Durante Boulevard	CITY Del Mar	STATE CA	ZIP 92014
PRINTED NAME OF PERSON SIGNING Carlene Moore	TITLE Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051 .a. 1		

STD 213A (Rev. 4/2020)	AGREEMENT NUMBER 23-069	AMENDMENT NUMBER 1	Purchasing Authority Number GL#: 600100-60
<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 PAGES			

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME
Tom Nickel

2. The term of this Agreement is:

START DATE
August 2, 2023

THROUGH END DATE
July 8, 2024

3. The maximum amount of this Agreement after this Amendment is:
\$12,050.00
Twelve Thousand Fifty Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to revise the Scope of Work, Budget Detail and Payment Provisions, and increase funding by \$3,050.00. The maximum amount of this Agreement is hereby amended from \$9,000.00 to \$12,050.00.

The Scope of Work (Exhibit A) and Budget Detail and Payment Provisions (Exhibit B) have been revised and replaced in their entirety. Revisions are formatted as bold and underlined font for additions and strike-through font for deletions.

Amendment Effective Date: May 15, 2024
All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Tom Nickel			
CONTRACTOR BUSINESS ADDRESS 9660 Ramsgate Way	CITY Santee	STATE CA	ZIP 92071
PRINTED NAME OF PERSON SIGNING Tom Nickel	TITLE Director, SDIBC		
CONTRACTOR AUTHORIZED SIGNATURE <u>Tom Nickel</u> <small>Tom Nickel (May 18, 2024 14:46 PDT)</small>	DATE SIGNED May 18, 2024		

Exhibit A
SCOPE OF WORK

4. At the direction and to the satisfaction of District Management, Tom Nickel, hereinafter referred to as Contractor, agrees to provide the San Diego County Fair a competitive event as Director of the 2023 San Diego International Beer Competition (SDIBC). The Contractor's expertise in beer competitions and reputation in the beer industry will be utilized to assure a successful competition. The San Diego International Beer Competition (SDIBC) will be held October 5th – 8th, 2023 at the Del Mar Fairgrounds. Contractor will also coordinate the San Diego **County Fair Beer Experience during the 2024 San Diego County Fair from June 12 through July 7.** ~~International Beer Festival June/July 2024. Exact date and location shall be determined by District Management.~~
2. In collaboration with Assistant Director, Contractor, as Director of the 2023 SDIBC, will assume responsibility for providing and maintaining the following:
 - Entry rules, classifications, awards, and all forms
 - Competition event schedule and competition procedures
 - Preparation of industry correspondence
 - Soliciting and procuring entries
 - Cellar Crew coordination
 - Securing Beer Judges
 - Coordinating volunteers for judging
3. **As Beer Experience Coordinator during 2024 San Diego County Fair, Contractor shall assume responsibility for providing and maintaining the following:**
 - a. **Outreach and create enthusiasm in the craft beer community for the SDCF Beer Experience exhibit. Contractor shall market the Beer Experience exhibit to beer experts and inspire them to demonstrate or educate the public in one of three ways:**
 - i. **Education outreach booth, two spaces available per day**
 - ii. **Demonstration times, two timeslots per day**
 - iii. **Brewery of the day booth- one per day, invitation only**
 - b. **Share sign up documents so brewers can select their preferred availability**
4. **Assist staff by sharing craft beer knowledge, resources, suppliers and expertise so staff can create the exhibit space**
5. **Help find exhibit pieces, if needed, equipment related to beer making, kegs, etc.**

During the month of May:

- a. **Research, plan and discuss possible contacts for the Beer Experience Education Program**
- b. **Submit to District ideas and opportunities for the Program**
- c. **Participate in monthly meetings to discuss and plan possible programming ideas**

During the month of June:

- a. **Participate in weekly meetings to discuss groups who are interested in participating, and how to meet/convey our needs and expectations**
- b. **Continue outreach to breweries and craft beer enthusiasts to fill potential demonstration opportunities to get timeslots filled**
- c. **Work with District to get the best educational clubs, vendors and breweries filled into any empty time slots**

Exhibit A
SCOPE OF WORK

6. The Contractor is required to be on site for the following events:
 - San Diego International Beer Competition (SDIBC) October 5th – 8th, 2023
 - San Diego **County Fair** ~~International Beer Festival~~ June/July 2024
7. District shall provide all necessary credentials.
8. Upon successful completion of each event, District agrees to pay Contractor a total amount not to exceed ~~\$9,000.00~~: **\$12,050.00 in accordance with Exhibit B, Budget Detail and Payment Provisions** ~~\$6,750 payable on October 8th, 2023 and \$2,250.00 payable on July 7, 2024.~~
9. The above payment is all inclusive and includes all labor, materials, overhead, fees and taxes. Contractor agrees to provide a written estimate of any additional costs not anticipated for approval by District Management, prior to the initiation of any additional services.
10. The Project Representatives during the term of this Agreement will be:

State Agency: 22 nd DAA / Del Mar Fairgrounds	Tom Nickel
Section/Unit: Ad & Education	
Attention: Rachelle Weir, Agriculture and Education Director	Attention: Tom Nickel
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 9660 Ramsgate Way Santee, CA 92071
Phone: (858) 792-4211	Phone: 858-717-1717
Email: rweir@sdfair.com	Email: tom@nickelbeerco.com

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 PAGES

AGREEMENT NUMBER

23-070

AMENDMENT NUMBER

1

Purchasing Authority Number

GL#: 600100-60

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Tyson Blake

2. The term of this Agreement is:

START DATE

August 2, 2023

THROUGH END DATE

July 8, 2024

3. The maximum amount of this Agreement after this Amendment is:

\$9,550.00

Nine Thousand Five Hundred Fifty Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to revise the Scope of Work, Budget Detail and Payment Provisions, and increase funding by \$3,050.00. The maximum amount of this Agreement is hereby amended from \$6,500.00 to \$9,550.00.

The Scope of Work (Exhibit A) and Budget Detail and Payment Provisions (Exhibit B) have been revised and replaced in their entirety. Revisions are formatted as bold and underlined font for additions and strikethrough font for deletions.

Amendment Effective Date: May 15, 2024

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tyson Blake

CONTRACTOR BUSINESS ADDRESS

9660 Ramsgate Way

CITY

Santee

STATE

CA

ZIP

92071

PRINTED NAME OF PERSON SIGNING

Tyson Blake

TITLE

Coordinator

CONTRACTOR AUTHORIZED SIGNATURE


Tyson Blake (May 16, 2024 15:44 PDT)

DATE SIGNED

May 16, 2024

EXHIBIT A SCOPE OF WORK

1. At the direction and to the satisfaction of District Management, Tyson Blake, hereinafter referred to as Contractor, agrees to provide the San Diego County Fair a competitive event as Assistant Director of the 2023 San Diego International Beer Competition (SDIBC). The Contractor's expertise in beer competitions and reputation in the beer industry will be utilized to assure a successful competition. The San Diego International Beer Competition (SDIBC) will be held October 5th – 8th, 2023 at the District Fairgrounds. Contractor will also coordinate the San Diego **County Fair Beer Experience during the 2024 San Diego County Fair from June 12 through July 7.** ~~International Beer Festival June/July 2024. Exact date and location shall be determined by District Management.~~
2. In collaboration with SDIBC Director, Contractor, as Assistant Director of the 2023 SDIBC, will assume responsibility for providing and maintaining the following:
 - a. Entry rules, classifications, awards, and all forms
 - b. Competition event schedule and competition procedures
 - c. Preparation of industry correspondence
 - d. Soliciting and procuring entries
 - e. Cellar Crew coordination
 - f. Securing Beer Judges
 - g. Coordinating volunteers for judging
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 - a. **Outreach and create enthusiasm in the craft beer community for the SDCF Beer Experience exhibit. Market the beer experts and inspire them to demonstrate or educate the public in one of three ways.**
 - a. **Education outreach booth, two spaces available per day**
 - b. **Demonstration times, two timeslots per day**
 - c. **Brewery of the day booth- one per day, invitation only.**
 - b. **Share online signup documents so brewers can select their preferred availability**
 - c. **Assist staff by sharing craft beer knowledge, resources, suppliers and expertise so staff can create the exhibit space.**
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- a. **Participate in weekly meetings to discuss groups who are interested in participating, and how to meet convey our needs and expectations**
- b. **Continue outreach to breweries and craft beer enthusiasts to fill potential demonstration opportunities to get timeslots filled**
- c. **Work with District to get the best educational clubs, vendors and breweries filled into any empty time slots**

**EXHIBIT A
SCOPE OF WORK**

4. The contractor is required to be on site for the following events:
 - San Diego International Beer Competition (SDIBC) October 5th – 8th, 2023
 - San Diego **County Fair** ~~International Beer Festival~~ June/July 2024
5. District shall provide all necessary credentials.
6. Upon successful completion of each event, District agrees to pay Contractor a total amount not to exceed ~~\$6,500.00~~ **\$9,550.00 in accordance with Exhibit B, Budget Detail and Payment Provisions.** ~~\$4,875.00 payable on October 8th, 2023, and \$1,625.00 payable on July 7, 2024.~~
7. The above payment is all inclusive and includes all labor, materials, overhead, fees and taxes. Contractor agrees to provide a written estimate of any additional costs not anticipated for approval by District Management, prior to the initiation of any additional services.
8. The project representatives during the term of this agreement will be:

State Agency: 22 nd DAA / Del Mar Fairgrounds	Contractor: Tyson Blake
Section/Unit: Ad & Education	Section/Unit:
Attention: Rachelle Weir, Agriculture and Education Director	Attention: Tyson Blake
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 9660 Ramsgate Way Santee, CA 92071
Phone: (858) 792-4211	Phone: 858-717-1717
Email: rweir@sdfair.com	Email: tysonblake79@yahoo.com

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.



TALENT OPTIMIZATION PROPOSAL



TALENT
OPTIMIZATION



PREDICTIVE
INDEX



EMPLOYEE
ENGAGEMENT

BUILD YOUR DREAM TEAM.

TALENT OPTIMIZATION

Proposed Scope of Work

This approach is intended to assist organization leaders in leveraging Gallup StrengthsFinder to improve teamwork, communication, and gain alignment around the natural aptitudes each employee brings to the table.

COMPONENT	INVESTMENT	SCOPE & ASSUMPTIONS
Strengths Finder Assessments	\$40 each	<ul style="list-style-type: none"> StrengthsFinder "Top-5" assessments \$60 for Top 10 reports \$75 each for full 34 Reports
Manage Strengths Data	\$250/hr <i>billed as needed</i>	<ul style="list-style-type: none"> Manage Del Mar Fair Strengths reports, teams, summaries, team grids, and all strengths-related data as needed Task force and Spirit Squad support and Strengths Summaries
Strengths Discovery Workshop	\$2,625 <i>per session</i> <i>plus \$75 per participant</i>	<ul style="list-style-type: none"> Development & delivery of an introduction to Strengths 1.0: a facilitated 3-hour session Includes: Project Management, Communications, Materials Experience related to the StrengthsFinder tools, approach, individual profiles, team interactions, communication, & takeaways
Strengths-Based Leadership Workshop	\$2,950 <i>per session</i> <i>plus \$55 per participant</i>	<ul style="list-style-type: none"> Strengths 2.0: Development & delivery of a Strengths-Based Leadership – facilitated 3-hour session Includes: Project Mgmt, Communications, Materials Level-2 Experience related to integrating Strengths into our leadership approach, maximizing the talent on our teams, and improving communication
Workshop Follow Up & Feedback	\$250	<ul style="list-style-type: none"> Following the workshops, this discussion will center on incorporating Strengths into performance management and other areas of the business
1:1 Manager Coaching	\$250/hr	<ul style="list-style-type: none"> Schedule, unlock top-10 report, review team strengths, and deliver 1:1 sessions for Supervisors and above Strengths 3.0: Continued investment in translating their own Strengths and the Strengths of team members into specific actions, growth mindset, and better communication
Total Investment	TBD	<ul style="list-style-type: none"> Includes licensing of materials, printing, and shipping Additional expenses (travel) billed at cost

The terms and pricing of this offer are fixed for a period of 30 days following submission. Activate HCG reserves the right to revisit the terms and pricing of this offer should the 30-day period lapse before the contract is finalized.

EMPLOYEE ENGAGEMENT

Proposed Scope of Work

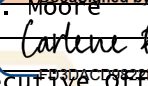
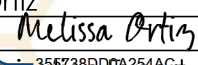
This approach is intended to assist organization leaders in leveraging a scientifically validated approach to improving performance, communication, and getting the right people in the right seats. We will leverage the Predictive Index to improve teamwork and gain alignment around the natural aptitudes most predictive of success for mission-critical roles.

COMPONENT	INVESTMENT	SCOPE & ASSUMPTIONS
Initial Program Setup & Survey Design	Included	<ul style="list-style-type: none"> Review & revise survey items Development of custom items as needed Open-ended survey items may be added for an additional \$1,500 (up to 3 items) – maybe prompt for something specific and progress-based like “one big thing for improvement?” “What one thing could improve your experience at work?”
Project Management	Included	<ul style="list-style-type: none"> Weekly project status agendas, meetings, and draft communication plan/materials Poster and invitation card design with QR code (English) Portal welcome tab communications (English)
Survey Admin & Data Collection	Included	<ul style="list-style-type: none"> Organizational mapping Data collection for 85 FT employees Response rates reported daily to leaders
Data Analysis & Recommendations	Included	<ul style="list-style-type: none"> Scorecard development & proofing of Team-level scorecards with individualized recommendations for all people managers Engagement data summaries and organization-wide recommendations Organization-wide heatmap
Leadership Workshop	Included	<ul style="list-style-type: none"> Executive Briefing of organization-wide data, recommendations, and desired deep dives into department-level results as needed
Total Investment	\$6,122	<ul style="list-style-type: none"> Includes licensing of materials and hosted engagement portal for 1 year Does not include printing, shipping, or other expenses Additional expenses billed at cost

The terms and pricing of this offer are fixed for a period of 30 days following submission. Activate HCG reserves the right to revisit the terms and pricing of this offer should the 30-day period lapse before the contract is finalized.

APPROVAL AND AGREEMENT

1. **This Consulting Agreement** ("Agreement") dated 3/26/2024 ("Effective Date") is made between Carlene F. Moore ("Client"), of 22nd District Agricultural Union Association and Activate Human Capital Group ("Activate"), of P.O. Box 410, Colusa, CA 95932. The Client and Activate ("Parties"; individually, "Party") intend to be legally bound and agree to the following.
2. **Scope of Services.** Activate agrees to perform the services described in Exhibit A ("Services"), attached to and made part of this Agreement.
3. **Payment.** In exchange for the performance of Services to be rendered by Activate to the Client, Activate shall be compensated as set forth in Exhibit B ("Payment Terms"), attached to and made part of this Agreement.
4. **Late Fees.** If Client pays Activate late, an estimate of damages (as liquidated damages and not as a penalty) shall be an additional 5% per month charge on the amount owed Activate or the legal maximum, whichever is less.
5. **Expenses.** Activate will be responsible for all expenses incurred while performing services under this Agreement. However, Client will reimburse Activate for all reasonable travel and living expenses incurred by Activate while away from Activate's regular place of business to perform services under this Agreement. Activate will submit an itemized statement of such expenses. Client will pay Activate within 30 days from the date of each statement.
6. **Term of Agreement.** This Agreement is effective as of the Effective Date and will terminate on the earliest of: (1) the date Activate completes the Services, or (2) the date a Party terminates the Agreement as provided in this Agreement.
7. **Termination.** This Agreement may be terminated: (1) at any time by mutual agreement of the Parties, (2) without cause by 60 days' prior written notice by either party, or (3) with cause, immediately upon material breach of any term of this Agreement by either Party. Client shall promptly pay Activate for services performed before the termination.
8. **Independent Contractor.** Activate is an independent contractor, not Client's employee. Activate's employees or contract personnel are not Client's employees. Activate and Client agree to an independent contractor relationship.
9. **Exclusive Agreement.** This Agreement (including any attached Exhibits) is the entire Agreement between the Parties.
10. **Agreement Changes.** This Agreement may be changed only by a writing signed by both Parties.
11. **Resolving Disputes.** If a dispute arises under this Agreement, any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing party will be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the Party may be entitled.
12. **Limited Liability.** NEITHER PARTY TO THIS AGREEMENT WILL BE LIABLE FOR THE OTHER'S LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Notices.** All notices in connection with this Agreement shall be in writing and will be considered given three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.
14. **No Partnership.** This Agreement does not create a partnership relationship.
15. **Applicable Law and Jurisdiction.** This Agreement will be governed by the laws of the State of California and any disputes arising from it must be handled exclusively in the federal and state courts located in Colusa County, California.
16. **No Assignment.** This Agreement shall be binding upon the undersigned and their respective heirs, representatives, successors, and permitted assigns. This Agreement may not be assigned without written consent of the other Party.
17. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable, this shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision.
18. **No Waiver.** No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies.
19. **Electronic or Digital Signatures.** This agreement may be signed by an electronic or digital signature.

SCOPE APPROVAL		Billing Contact	Activate HCG
Client Name	Carlene F. Moore	(Name) Patrick Plummer	Melissa Y. Ortiz
Signature		(Email) pplummer@sdfair.com	
Title	Chief Executive Officer	(Phone) Accounting Manager	Talent Optimization Expert
Date	3/26/2024		3/15/2024

EXTENDED SERVICE AGREEMENT

Revised

DAKTRONICS, INC. ('Daktronics')
201 Daktronics Drive
Brookings, SD 57006
Phone: (800) 325-8766
Daktronics Contact: Stephen Howard

<i>For Internal Use Only</i>	
Bill to Loc #:	_____
Bill to Contact:	_____
Check #:	_____

Purchaser: 22nd District Agricultural Association of California
Del Mar Fairgrounds
Address: 2260 Jimmy Durante Blvd
City, State, Zip : Del Mar, CA 92014
Country: United States
Phone: (858) 792-4281
Contact: Henry Rivera **Email:** hriviera@sdfair.com

Customer ID: 181879-001

Purchaser hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

Term (Duration) of the Agreement

Commencement Date: 1 January 2024

Expiration Date: 31 December 2024

End user: Del Mar Fairgrounds, Del Mar, California, United States

End user ID: 174672-001

Order No.: E18445-11	Original Job No.: C23193, C25291, C32008
Description of Services Provided	Price & Payment Terms
See Attachment A Essential Service Portfolio Annual System Check	See Attachment B

Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

1. Any applicable taxes.
2. Third party systems, hoist systems, and any ancillary equipment. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, and static advertising panels. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to www.daktronics.com/exclusions.
3. Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

EQUIPMENT LIST

Original Order #	Name	Equipment	Qty
<u>C23193-eligible</u>	<u>5 Pts</u>	<u>AF-3551-80x352-16 Galaxy Display</u>	<u>1</u>
<u>thru 7/12/2025</u>	<u>Paddock (Center)</u>	<u>DVX-1851-8MN-360x585 Video Display</u>	<u>1</u>
	<u>Paddock (Side Panels)</u>	<u>DVX-1801-8MN-135x315 Video Display</u>	<u>2</u>
		<u>VIP 4400 Image Processor</u>	<u>2</u>
		<u>*DMP 8400 Media Player</u>	<u>4</u>
		<u>VIP 4060 Image Processor</u>	<u>3</u>
C25291	Infield	DVX-1801-8MN-7000-EN-HC-765x1305 Video Display	1
	Main Entrance	GS6-160x225-15.85-RGB-2V Galaxy Message Center	1
	Crosby Entrance	GS-648x80-19.8 Galaxy Message Center	1
		*DMP 8300 Media Player	2
		*VP-6000	2
		*Venus Utility Server	1
C32008	Tote Board	DVXU-1121-16MT-7000-C-HC-176x2200 Video Display (West Tote)	1
	Tote Board	DVX-2102-16MT-7500-C-HC-176x1474 Video Display (East Tote)	1
	Phase 1 Control	DMP 8302 Media Player	2
		DI 6100	2
		VP 6000	2
	Phase 2 Control	DMP 8300 Media Player	2
		VP 6000	2
		Venus Server	1
		Show Control User Station	2

Pricing reflects existing Parts until 10/21/2024.

***The indicated equipment is subject to the following limited scope of services due to the age** of the equipment. In the event a service issue regarding the indicated equipment arises, the equipment will be checked. To the extent the failed component of the equipment can be repaired or exchanged for a refurbished item, the costs of the repair or exchange are included in this Agreement. To the extent the failed component cannot be exchanged or repaired, the replacement of the indicated equipment is not included in this Agreement. The determination of whether the equipment or any part or component can be exchanged or repaired shall be at Daktronics reasonable discretion. Nothing herein shall be construed as requiring Daktronics to specially engineer, order, manufacture, or otherwise incur costs to procure replacement components for this equipment.

The underlined equipment will be covered or eligible for coverage under an Agreement through the date listed next to the underlined equipment, after which, the indicated equipment will be serviceable, if possible, on a time and materials basis.

The equipment listed below is NOT covered under this service agreement because it is not eligible for coverage under a service agreement. Equipment may be serviceable, if possible, on a time and materials basis outside of this agreement.

Original Order #	Name	Equipment	Qty
C23193	5 Pts	DMP 7000 Media Player	1

ATTACHMENT A

Essential Service Portfolio

Scope of Services

1. Daktronics Parts Coverage which includes:
 - 1.1. Daktronics Expedited Parts Processing: includes replacement parts, repair and return parts and exchange parts.
 - See Estimated Processing Times for Service Parts (DD#1428254) for estimated lead and delivery times.
2. Technical Phone Support:
 - 2.1. General phone support hours 24/7/365.
 - 2.2. Remote assisted technical support.¹
3. Account Services: Access to Daktronics Service Coordination 24/7/365.
4. Access to On-Site Field Services Response:
 - 4.1. On-site response between 48-72 hours of notification.
 - 4.2. On-site service is available as a billable service call only, at Daktronics' hourly service rate in effect at the time of service.

Add-on Services Included

1. Annual System Check: System check will include both the display and control system.
 - 1.1. Display system check includes power and signal wiring inspection, internal cabling checks, pixel and module checks, and filter inspection and replacement when applicable.
 - 1.2. Control system check includes software updates when applicable, virus scans, and computer performance evaluations.
 - 1.3. This Agreement includes only the cost of the system check. In the event that the technician identifies an issue that requires service, as a courtesy, the technician will attempt to resolve the issue during the system check. However, if the technician is unable to resolve the issue during the system check, any return service visit(s) to resolve the issue will be billable at Daktronics then-current rates.

Essential Service Portfolio shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the Essential Service Portfolio. Examples of services that are not within the scope of standard service include, but are not limited to, the following:

- On-site labor to diagnose and/or replace failed electronic components.
- Network Operations Monitoring services.
- Expedited shipping.
- Camera calibration.
- Display cleaning.

Above-listed exclusions are available as billable services. Quotes may be provided upon request.

Purchaser Responsibilities

The items listed below are the responsibility of the Purchaser.

1. Purchaser is responsible for routine operator functions such as content creation or scheduling and all configuration, set-up, and operation for events/usage.
2. Purchaser is responsible for providing lift access to the display.
3. Purchaser is responsible for providing a secure internet connection.
4. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Terms and Conditions of Extended Service attached hereto.
 - 4.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
 - 4.2. Purchaser is responsible for routine, preventative maintenance functions; examples include the external cooling systems (filters, fans, air conditioning) for displays and control systems, and clean-up/maintenance of the control systems computer hard drives. Preventative maintenance is required to prevent dirt/dust and heat buildup as well as maintain peak performance.

- 4.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868
<http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx>)

¹Available with internet connection.

This Agreement shall be subject to the attached Terms and Conditions of Extended Service.

All invoices will be forwarded to Purchaser at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Purchaser hereby confirms that the Services are to be delivered at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Billing Address:

Site Address:

Company: 22nd District Agricultural Association
Address: 2260 Jimmy Durante Blvd
City, State, Zip: Del Mar , CA 92014
Country: USA
Phone: 858.755-1161 X4251
Contact: Accounts Payable
Email: accountspayable@sdfair.com

Company: 22nd District Agricultural Association
Address: 2260 Jimmy Durante Blvd
City, State, Zip: Del Mar , CA 92014
Country: USA

ACCEPTANCE:

In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers.

PURCHASER: 22nd District Agricultural Association of California for Del Mar Fairgrounds

Chief Executive Officer

By: Carlene Moore Name/Title: Carlene Moore Date: Jun 5, 2024
Signature Print or Type

PURCHASER PO # _____

DAKTRONICS, INC.

Service Manager

By: Stephanie Walker Name/Title: Stephanie Walker Date: Jun 5, 2024
Signature Print or Type

This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc. Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60 days from Proposal Date.

LICENSE AGREEMENT
Canyon Crest Academy Foundation
(In partnership with the San Dieguito Union High
School District) AS LICENSOR

THIS AGREEMENT is dated 4/23/2024 ("Effective Date"), by and between the Canyon Crest Academy Foundation, a California non-profit corporation ("Licensor") and 22nd District Agricultural Association ("Licensee").

WHEREAS, Licensor seeks to fulfill its mission statement by providing internship opportunities for students and,

WHEREAS, Licensor seeks to fulfill its mission statement by providing cultural experiences for students and families of the CCA community and,

WHEREAS, Licensor seeks to provide use of facilities for the benefit of the surrounding community and,

WHEREAS, Licensee seeks license right to enter and use designated areas of Licensor's facilities located at 5951 Village Center Loop Road, San Diego, California, 92130 (the "Premises"), for the purposes specified in Paragraph 1 below.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

Use. Licensor hereby grants to Licensee, its agents and contractors, a non-exclusive License to enter upon and use the Premises described as follows:

Use of Student & Staff Pkg lots: June 12-July 7, 2024 for off-site. 8am-12:30am Wed., Thur., & Sun. 8am-1am Fri & Sat. No use on each of the Mon. & Tues. 20 days Total. Student Lot Primary, enter on Edgewood. Includes custodial.

and the right of ingress and egress to and from the Premises, subject to Licensor's Rules and Restrictions (Attached as Addendum A and incorporated herein by this reference), San Dieguito Union High School District policies and regulations, applicable State and Federal law and the terms and conditions herein, for the purpose of

overflow parking for the county fair.

Licensee shall at all times abide by the Rules of Use attached hereto as Addendum A as may be modified by Licensor from time to time at Licensor's sole discretion. Licensee agrees to abide by all rules governing the use of the facilities and the conduct of all meetings. Licensee further acknowledges that the facility use is contingent upon full compliance with these rules as well as any site rules specified by the SDUHSD or its staff.

Conditions for Use of Premises. Licensee agrees that Licensor makes no representations or warranties as to the condition of the facilities which the Licensee is licensed to use, and Licensee agrees to accept and use the Premises and facilities "AS IS." Licensee acknowledges and agrees that it shall be the Licensee's responsibility and obligation to assure that the Premises and facilities are in proper and safe condition to be used for the purposed anticipated; and Licensee acknowledges that it shall be obligated to inspect the Premises and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. Licensee agrees to refuse the use of the Premises and facilities if unsatisfactory conditions are not rectified prior to scheduled use.

Additional Fees. Licensee understands and agrees that Licensor may add additional charges for extra days and Holidays that fall on Sundays. In addition, Licensee shall be required to reimburse Licensor for any additional custodial, staff, or clean up fees charged to Licensor by SDUHSD as a result of Licensee's use of the Premises.

District or School Use. Licensee acknowledges and agrees that the premises are part of school facilities and there may be unanticipated school events from time to time that may prevent Licensee's use of the facilities. Licensee agrees to accommodate such events which may require cancellation or alteration of Licensee's use on that day. Licensee shall not be entitled to a refund or reduction in fees charged to Licensee pursuant to section 3 below or as may otherwise be required pursuant to the terms and conditions of this license.

1. Term. This License shall commence on 6/12/2024 (start date) at 8:00 AM (start time) until 7/7/2024 (end date) at 1:00 AM (end time). At the expiration or earlier termination of this License, Licensee shall immediately cease use of the Premises or incur additional charges. Additional charges will be incurred at the rate of \$50 for additional custodian service, and \$100 per hour for theater tech and additional charges for holidays and additional rooms as negotiated.

2. Consideration. As total consideration for this License, Licensee shall pay to Licensor 19200.00 as follows

Due with signed contract.

Any extensions or changes in the hours or facilities beyond the terms of this agreement will be agreed upon by the parties and billed separately by Licensor.

3. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

4. No Transfer or Assignment. This License is personal to Licensee. Any attempt to transfer or assign this License shall terminate it.
5. Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations.
6. No Interference. Licensee and Licensee's use shall not interfere with the normal operation and activities of Licensors or of the San Dieguito Union High School District ("SDUHSD"), and Licensee shall conduct its activities on the Premises to minimize damage to the Premises and inconvenience to Licensors, its agents, employees and invitees.
7. Repair and Restoration. If Licensee, its agents or contractors cause any damage to the Premises, or to Licensors's roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder within ten (10) days of the discovery of the damage or within a time mutually agreeable to the parties. In the event that repair and restoration is performed following the termination of this License, the Licensee's Indemnity and Insurance obligations in paragraphs 12 and 13 shall continue until repair and restoration is completed as provided herein.
8. Breach and Cure. In the event that Licensee breaches any of its obligations under this License, Licensors shall send Licensee written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall notify Licensors in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Licensee shall diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensors shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensors shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.
9. Alteration in Writing. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensors and Licensee.

10. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensors:

Canyon Crest Academy Foundation
5951 Village Center Loop Road
San Diego, CA 92130

Licensee:

22nd District Agricultural Association
2260 Jimmy Durante Blvd
San Diego CA 92014

or to such other address as either party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) twenty-four (24) hours after email transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Paragraph.

11. Indemnification. Each party shall indemnify, defend and hold harmless the other party, their directors, employees and agents against all claims, demands, suits, judgement, expenses and costs (including reasonable attorneys fees and costs of defense) of any and every kind resulting from injury to or death of persons or loss of or damage to property arising out of any act or omission of the parties, its officers, employees or agents, under the terms of this agreement. The obligations of this section shall survive the expiration, termination or assignment of this agreement.

12. Insurance.

12.1 Licensee's Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

- 1) Each Occurrence \$1,000,000
- 2) Products/Completed Operations Aggregate \$2,000,000
- 3) Personal and Advertising Injury \$1,000,000
- 4) General Aggregate \$2,000,000
- 5) Damage to rented Premises (Each occurrence) \$75,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this License. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this License.

B. Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse Licensee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed. Damage to Premises Rented \$300,000.

C. Workers' Compensation as required by California law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Licensor and Licensee against other insurable risks relating to performance.

The coverage required herein shall not limit the liability of Licensee.

The coverage referred to under A and B of this Section 12.1 shall include Licensor and SDUHSD as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensee, its officers, agents, and employees. Licensee, upon the execution of this License, shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Licensee must provide the ADDITIONAL INSURED ENDORSEMENT page with the Certificate of Insurance prior to use of the Premises. SDUHSD shall be listed as the beneficiary on BOTH pages. Certificates shall provide for thirty (30) days (ten [10] days for non-payment of premium) advance written notice to Licensor of any material modification, change or cancellation of the above insurance coverage.

12.2 Waiver of Subrogation. Licensee hereby waives any right of recovery against Licensors due to loss of or damage to the property of Licensee when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured.

13. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensors other property as a result of Licensees exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written.

LICENSOR:

Canyon Crest Academy Foundation
5951 Village Center Loop Road
San Diego, CA 92130

Kimberly McSherry

By: Kimberly McSherry (Name)
Its: President (Title)
Date: May 9, 2024

LICENSEE:

22nd District Agricultural Association
2260 Jimmy Durante Blvd
San Diego CA 92014

Carlene Moore

Carlene Moore (May 17, 2024 18:40 PDT)

By: Carlene Moore (Name)
Its: Chief Executive Officer (Title)
Date: May 17, 2024

ADDENDUM A RULES OF USE

1. Licensee must comply with all State and local fire, health, and safety laws.
2. Licensee is responsible for informing its staff of these Rules of Use and ensuring their enforcement.
3. The number of people in a facility must not exceed the approved capacity as posted in each room.
4. Tobacco-Free Policy. Smoking and/or the use of tobacco products is prohibited at any time on district property.
5. No alcohol, intoxicants, hallucinatory drugs, or narcotics may be present on campus.
6. No animals are allowed on campus, except officially sanctioned service animals.
7. Cleanup/Damages. Licensees are responsible for the condition in which they leave the facility. Any repairs or costs related to cleanup, loss of Licensor or district property or trash removal will be charged to the Licensee. Failure to pay promptly for such damage is grounds for denial of future facility use.
8. The use of profane language, quarreling or fighting, betting or any form of gambling, conducting of raffles or lotteries, inflatable, or bonfires are prohibited on district property. Any person under the influence of alcohol will be denied participation in any activity. Violation of this regulation is justification for immediate termination of the event, and denial of future use of facility use.
9. Facility Alteration. Licensees are not authorized to alter any of the facilities in any manner or to erect, construct or bring onto district property any unauthorized vehicle, temporary building or structure.
10. Licensor determines the appropriateness of granting the use of the facility to user and is authorized to insist upon appropriate security and supervision of all activities held in its facilities.
11. Sub-licenses or leases are prohibited.
12. Licensee agrees not to discriminate against anyone on any basis pursuant to state and federal law.
13. This license may be revoked whenever there has been a violation of the above regulations.
14. Paved or hard-surface patio areas, walkways and lawn areas are for pedestrian use only.
15. Any Licensee of the Facility shall not place any nails or fasteners into the walls, ceilings, woodwork, or floor of the premises or make any change or alternation to the premises of any kind without prior written permission by Licensor.
16. Automobiles and other passenger carrying vehicles shall only be parked in designated parking areas.
17. All garbage and refuse shall be placed in containers provided.
18. Licensee shall restrict their access to the areas covered by the License agreement unless prior approval of Licensor has been granted to access additional space on the campus. Licensor shall provide a map of the premises, indicating areas covered by License agreement, which shall become a part of this agreement as Addendum B.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-039

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-10

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

New Leaf Biofuel, LLC

2. The term of this Agreement is:

START DATE

June 11, 2024

THROUGH END DATE

July 9, 2024

3. The maximum amount of this Agreement is:

\$0

Zero Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

New Leaf Biofuel LLC

CONTRACTOR BUSINESS ADDRESS

2285 Newton Avenue

CITY

San Diego

STATE

CA

ZIP

92113

PRINTED NAME OF PERSON SIGNING

Gary Tanashian

TITLE

Director of Restaurant Services

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

Gary Tanashian (May 30, 2024 15:35 PDT)

EXHIBIT A SCOPE OF WORK

1. SERVICES OVERVIEW

- A. New Leaf Biofuel, LLC, hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

Contractor shall provide containers and used cooking oil (UCO) collection and disposal services for District's food service vendors during the 2024 San Diego County Fair, running from June 12, 2024, through July 7, 2024 (the fair will be closed Mondays and Tuesdays in June).

- B. Contractor must hold valid California Department of Food and Agricultural (CDFA) Meat, Poultry, and Egg Safety Branch licenses and ensure that all services performed under this contract adhere to the county and state regulations.
- C. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	New Leaf Biofuel, LLC
Name: Jason Warrensburg, Concessions Supervisor	Name: Gary Tanashian, Director of Restaurant Services
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2285 Newton Avenue San Diego, CA 92113
Phone: 858-792-4208	Phone: 619-236-8588
e-mail: jwarrensburg@sdfair.com	e-mail: gary@newleafbiofuel.com

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

2. WORK TO BE PERFORMED:

A. Tasks and Deliverables

- Contractor shall provide approximately one hundred (100), fifty-five (55) gallon, grease collection barrels (with lids) for the 2024 Fair food concessionaires at no charge to the State.
- Contractor shall perform a minimum of two (2) collections per week of used cooking oil and additional pick-ups as needed and/or requested at no charge to the state.
- Contractor shall document the amount collected at each pick-up time and provide the documentation and final totals to States Concessions Supervisor at the conclusion of the Fair.
- During the contract term, District will be paid a rebate for UCO retrieved from the container(s) by the Contractor based upon Jacobsen Index Price per pound for the Yellow Grease Market (Index Price). District shall be paid for UCO collected by the

EXHIBIT A
SCOPE OF WORK

Contractor at the rate as indicated below. The qualification for a rebate will be based on produced volume. Contractor will pay District for net UCO only, not any water, solids or other contaminants in the Container. Should the Index Price change (whether up or down), so may the rate paid to District.

Current Index Price:

- i. Tier 4 Volumn = 30-49 gallons per month oil = \$0.20/gallon
 - ii. Tier 3 Volumn = 50-99 gallons per month oil = \$0.50/gallon
 - iii. Tier 2 Volumn = 100-150 gallons per month = \$0.80/gallon
 - iv. Tier 1 Volumn = 150+ gallons per month = \$1.00/gallon
- e. Contractor agrees to provide collection containers and lids, used cooking oil collection, disposal, and pumping services, at no charge to state.
 - f. Contractor shall deliver and distribute the grease collection barrels on June 11, 2024, and collect all barrels no later than July 9, 2024.
 - g. Contractor must follow storm water pollution prevention requirements in accordance with Exhibit F, Preventing Storm Water Pollution



SAN DIEGO
COLLEGE OF
CONTINUING
EDUCATION
FOUNDATION
~ SINCE 2008 ~



EDUCATION AND TRAINING SERVICE CONTRACT

By and Between

**THE SAN DIEGO COLLEGE OF CONTINUING EDUCATION
FOUNDATION
EMPLOYEE TRAINING INSTITUTE**

4343 Ocean View Blvd
San Diego, California 92113
Phone (858) 231-9933

AND

**22nd District Agricultural Association /
Del Mar Fairgrounds**

2260 Jimmy Durante Blvd
Del Mar, CA. 92014

www.delmarfairgrounds.com

May 2024



The Employee Training Institute, under the auspices of the San Diego College of Continuing Education Foundation, proposes to offer the services described herein to 22nd District Agricultural Association / Del Mar Fairgrounds.

UPON EXECUTION, this PROPOSAL shall constitute an AGREEMENT, entered into by and between 22nd District Agricultural Association / Del Mar Fairgrounds and the San Diego Continuing Education Foundation (SDCCEF) to be delivered through the Employee Training Institute (ETi).

WITNESSETH:

WHEREAS, the San Diego Community College District Board of Trustees has established ETi, to approve and conduct, under the auspices of the SDCCEF, not-for-credit contract education programs and services.

WHEREAS 22nd District Agricultural Association / Del Mar Fairgrounds has requested of the SDCCEF, through ETi, implementation of a training program consisting of "Civilian Traffic Control" to be delivered at a training facility provided by 22nd District Agricultural Association / Del Mar Fairgrounds and located in Del Mar, California.

NOW THEREFORE the following PROPOSAL FOR EDUCATION and TRAINING SERVICES submitted to 22nd District Agricultural Association / Del Mar Fairgrounds for consideration:

ITEM ONE:

SCOPE OF SERVICES

- 1.1 The Employee Training Institute will deliver three (3) training sessions of Civilian Traffic Control, to 22nd District Agricultural Association / Del Mar Fairgrounds employees, as follows:
 - 1.1.1. These courses will be offered as not-for-credit workshops to any 22nd District Agricultural Association / Del Mar Fairgrounds employee identified for training in Civilian Traffic Control for the purposes of enhancing occupational effectiveness and obtaining certification.
- 1.2 Such instruction shall be available to all employees, hereinafter also referred to as "trainees" designated by 22nd District Agricultural Association / Del Mar Fairgrounds. One course can accommodate up to a maximum of twenty (20) trainees.
- 1.3 The training shall be offered for a total of four (4) hours, to be conducted on the following date and times:

DATE	TIME	TOPIC
Saturday, May 25, 2024	8:00am to 12:00pm	Civilian Traffic Control
Saturday, June 8, 2024	8:00am to 12:00pm 2:00pm to 6:00pm	Civilian Traffic Control



- 1.4 ETi will oversee all services for instruction, workshop development and delivery.
- 1.5 ETi shall provide training materials and the **trainees must bring their own flashlight and whistle.**
- 1.6 22nd District Agricultural Association / Del Mar Fairgrounds shall appoint one (1) representative to act as a liaison between 22nd District Agricultural Association / Del Mar Fairgrounds and the instructor, Antoine N. Elassis, for the purpose of facilitating training delivery.
- 1.7 22nd District Agricultural Association / Del Mar Fairgrounds agrees to submit a participant roster(s), (last name, first name) (5) working days prior or and up to five (5) working days after the onset of training.

ITEM TWO:
CANCELLATION AND NOTICES

- 2.1 In the event that the instructor is unavailable to meet with a group as scheduled, ETi may offer to substitute a similarly qualified instructor, subject to the approval of 22nd District Agricultural Association / Del Mar Fairgrounds. If a substitute cannot be provided, the training session will be rescheduled.
- 2.2 Either party, with or without cause, may terminate this agreement by the tendering of written notice of intent to terminate services. Notices shall be mailed to the addresses earlier noted, and will be considered to be effective as of delivery to any U.S. Postal Service depository. Cancellation must include a ten-day Notice of Intent.
 - 2.2.1 If 22nd District Agricultural Association / Del Mar Fairgrounds fails to properly notify ETi of cancellation, ETi reserves the right to charge a service fee equal to 20% of the total contract amount for services being cancelled.
- 2.3 Upon cancellation, all contract services and fees shall be pro-rated for actual delivery through termination date, and may include training development activities conducted prior to the commencement of the program. Such fees will be due and payable upon termination.
- 2.4 ETi expressly prohibits client videotaping or reproduction of instruction in any other media or format.

ITEM THREE:
TERM OF AGREEMENT

- 3.1 All terms specified in this agreement are valid up to 30 days from the date of issuance. Once executed, this agreement shall remain in effect from the date of execution below through the completion of all agreements as specified by both



parties, and may be modified at any time by the mutual written consent of both parties.

ITEM FOUR: CONSIDERATION

4.1 The program fee proposed, for each 4-hour training session, shall be one thousand six hundred and fifty dollars (\$1,650.00). This proposal is valid for the one (1) training session on May 25, 2024 and two (2) training sessions on June 8, 2024 for a total of four thousand nine hundred and fifty dollars (\$4,950.00). Payments shall be structured as follows:

4.1.1. 22nd District Agricultural Association / Del Mar Fairgrounds shall pay the entire fee for training upon invoice issued at the completion of training (May 25, 2024). Payment can be made to SDCCE Foundation, 4343 Ocean View Blvd, San Diego, CA 92113.

4.2.1 If invoices are not paid within 30 days of receipt, a late charge of 1.5% will be assessed.

4.3 Certificates of Completion will be issued upon receipt of payment.

ITEM FIVE: EQUAL OPPORTUNITY

5.1 Neither the SDCCEF, ETi nor the Client shall discriminate against any trainee related to the Client or any trainee requesting participation in this program on the basis of ethnicity, national origin, religion, age, sex, gender identity, gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

ITEM SIX: INSURANCE AND INDEMNITY

6.1 22nd District Agricultural Association / Del Mar Fairgrounds shall carry comprehensive general liability and Workman's Compensation Insurance (\$1,000,000 aggregate) sufficient to indemnify the trainees for the duration of this agreement.

6.2 The San Diego College of Continuing Education Foundation shall carry public liability and its usual Workman's Compensation coverage for employees and all other representatives of the SDCCEF who are performing services under this contract, to be in effect for the duration of this agreement.

6.3 22nd District Agricultural Association / Del Mar Fairgrounds agrees to indemnify and hold harmless the SDCCEF, its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or



damage to property (including reasonable attorney's fees) arising out of the performance of this agreement, providing the injury to persons or damage to property is due to the negligence of 22nd District Agricultural Association / Del Mar Fairgrounds or its respective associates or agents.


- 6.4 The SDCCEF agrees to indemnify and hold harmless the 22nd District Agricultural Association / Del Mar Fairgrounds, its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or damage to property (including reasonable attorney's fees) arising out of the performance of this agreement, providing the injury to persons or damage to property is due to the negligence of The SDCCEF or its respective associates or agents.

ITEM SEVEN:
ENTIRE AGREEMENT

- 7.1 This PROPOSAL FOR EDUCATION and TRAINING SERVICES, when executed below shall constitute the entire agreement between the parties. Both parties must agree to changes to any of the terms or conditions noted in above sections in writing.
- 7.2 This agreement and subsequent agreements shall be governed and construed pursuant to the Laws of the State of California.


IN WITNESS WHEREOF, the SDCCEF and 22nd District Agricultural Association / Del Mar Fairgrounds have caused this PROPOSAL for Professional Services to become an AGREEMENT for Professional Services:

22nd District Agricultural Association/
Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

By: 
Carlene Moore (May 22, 2024 09:08 PDT)
Carlene Moore, CEO

Date: May 22, 2024

Employee Training Institute
through the
SDCCE Foundation
4343 Ocean View Blvd.
San Diego, CA 92113

By: 
Caron Lieber (May 22, 2024 09:42 PDT)
Caron Lieber
ETi Director

Date: May 22, 2024

A FULLY EXECUTED COPY OF THIS AGREEMENT WILL BE ON FILE AT THE SAN DIEGO COLLEGE OF CONTINUING EDUCATION FOUNDATION BUSINESS OFFICE AND AVAILABLE UPON REQUEST

The Employee Training Institute, a division of the San Diego Continuing Education Foundation
is a 501 c (3) organization under the Internal Revenue Code.
Federal Identification Number 26-3305140

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-044

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-30

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Finest City Entertainment

2. The term of this Agreement is:

START DATE

June 1, 2024

THROUGH END DATE

September 30, 2024

3. The maximum amount of this Agreement is:

\$15,000.00**Fifteen Thousand Dollars and Zero Cents**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment I	Price Tables	2
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Finest City Entertainment

CONTRACTOR BUSINESS ADDRESS

2031 Commercial Street

CITY

San Diego

STATE

CA

ZIP

92113

PRINTED NAME OF PERSON SIGNING

Lindsay Scoggins

TITLE

Managing Director

CONTRACTOR AUTHORIZED SIGNATURE

Lindsay Scoggins

Lindsay Scoggins (Jun 11, 2024 14:16 PDT)

DATE SIGNED

Jun 11, 2024

EXHIBIT A SCOPE OF WORK

1. SERVICES OVERVIEW

- A. Finest City Entertainment, hereinafter referred to as the (“Contractor”), agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as the (“District”), with services as described herein:

In coordination with District’s Marketing Director, Contractor will produce videos that are key to marketing campaigns for the San Diego County Fair. Services include, but are not limited to, completion of the production of various promotional videos and video clips for the San Diego County Fair.

- B. The services shall be performed primarily at the Contractors’ place of business, however Contractor may be required to attend meetings and shoot video on site at the Del Mar Fairgrounds, 2260 Jimmy Durante Boulevard, Del Mar, CA, 92014.
- C. The services shall be provided beginning June 1, 2024 through September 30, 2024.
- D. Where the terms of this Agreement are inconsistent or in conflict with the provisions, terms and conditions set forth in the Contractor’s proposal or Contractor’s documents, both parties agree that the terms set forth in District’s documents shall supersede and take precedence over Contractor’s proposal or Contractor’s documents.
- E. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Finest City Entertainment
Names: Jennifer Hellman, Marketing Director	Name: Lindsay Scoggins, Managing Director
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2031 Commercial Street San Diego, CA 92113
Phone: 858-792-4262	Phone: 760-672-3403
e-mail: jhellman@sdfair.com	e-mail: lindsay@finestcityentertainment.com

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

2. WORK TO BE PERFORMED

A. Tasks

Task 1 – Project Management and Administration

The Contractor shall be responsible for the performance of tasks, and for the preparation of deliverables as specified in this Exhibit.

- 1.1 Contractor shall provide all technical and administrative services as needed for Agreement completion, including monitoring, supervising, and reviewing all work performed. In addition, the Contractor shall coordinate budgeting and scheduling to ensure that the Agreement is completed within budget, on schedule, and in

EXHIBIT A SCOPE OF WORK

accordance with approved procedures, applicable laws, and regulations throughout Agreement term.

- 2.2 Contractor shall ensure that the Agreement requirements are met through completion of weekly progress reports submitted to the District, and through regular communication with the District. The progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement.
- 2.3 Incorporating footage and work previously recorded and completed in 2023 by Contractor, as well as the San Diego County Fair's theme "Let's Go Retro," contractor shall be responsible for providing post-production of television and radio commercials, including, but not limited to, the following:
 - Post-production of District-requested 30-second and 15-second advertisements for use on radio and streaming platforms, in English and Spanish, for the 2024 San Diego County Fair.
 - Providing necessary script copy, voiceover talent, media management, audio mixing, HD graphic motion rendering, editorial support, and other necessary functions necessary to produce deliverables.
 - Updating spots as required during the campaign, should there be a change in sponsor or promotional details.
 - Providing a hard drive with all deliverables upon completion of advertisements.

B. Deliverables

1. Not later than June 3, 2024, the Contractor shall provide pre-event video using footage from 2023 Fair-tastic event.
2. On June 14, 2024, Contractor will provide full production crew and equipment noted on estimate including camera operator(s) and all equipment for live coverage and recording of the Fair-tastic Food Competition.
3. Not later than June 19, 2024, the Contractor shall provide post-event video featuring footage captured at the 2024 Fair-tastic competition on June 14.
4. Not later than June 30, 2024, the Contractor shall provide full event recording on external drive.
5. On two TBD dates of the 2024 San Diego County Fair, Contractor will provide full production crew and equipment noted on estimate including camera operator(s) and all equipment to record video coverage of the 2024 San Diego County Fair.
6. Not later than September 30, 2024, the Contractor shall provide edited b-roll and topic videos including Rides/Games, Community Entertainment, Food, Agriculture, Employment, Competitive Exhibits (8 variations), and multiple Fair experience sizzle reels.

EXHIBIT A
SCOPE OF WORK

7. Deliverables shall not be considered final until accepted and approved by the District.

3. DISTRICT RESPONSIBILITIES

A. To ensure execution of the items detailed in Section 2, District shall be responsible for the following:

- Providing any feedback, direction, and edits to Contractor in a timely manner.
- Providing an overview of the 2024 San Diego County Fair events and activities.
- Coordinate interviews and appearances of staff, entertainers, exhibitors, concessionaires, and other affiliated parties.
- Coordinate ingress, egress and access to all locations necessary for production.



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Employee Training Institute
San Diego Community College District

EDUCATION AND TRAINING SERVICE CONTRACT

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**THE SAN DIEGO COLLEGE OF CONTINUING EDUCATION
FOUNDATION
EMPLOYEE TRAINING INSTITUTE**

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June 2024



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- 1.2 Such instruction shall be available to all employees, hereinafter also referred to as "trainees" designated by 22nd District Agricultural Association / Del Mar Fairgrounds. One course can accommodate up to a maximum of twenty (20) trainees.
- 1.3 The training shall be offered for a total of four (4) hours, to be conducted on the following date and times:

DATE	TIME	TOPIC
Monday, June 17, 2024	8:00am to 12:00pm	Civilian Traffic Control



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- 2.4 ETi expressly prohibits client videotaping or reproduction of instruction in any other media or format.

ITEM THREE: TERM OF AGREEMENT

- 3.1 All terms specified in this agreement are valid up to 30 days from the date of issuance. Once executed, this agreement shall remain in effect from the date of execution below through the completion of all agreements as specified by both



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ITEM FOUR: CONSIDERATION

- 4.1 The program fee proposed, for each 4-hour training session, shall be one thousand six hundred and fifty dollars (\$1,650.00). This proposal is valid for the one (1) training session on June 17, 2024 for a total of one thousand six hundred and fifty dollars (\$1,650.00). Payments shall be structured as follows:
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- 6.2 The San Diego College of Continuing Education Foundation shall carry public liability and its usual Workman's Compensation coverage for employees and all other representatives of the SDCCEF who are performing services under this contract, to be in effect for the duration of this agreement.
- 6.3 22nd District Agricultural Association / Del Mar Fairgrounds agrees to indemnify and hold harmless the SDCCEF, its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or damage to property (including reasonable attorney's fees) arising out of the



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performance of this agreement, providing the injury to persons or damage to property is due to the negligence of 22nd District Agricultural Association / Del Mar Fairgrounds or its respective associates or agents.


- 6.4 The SDCCEF agrees to indemnify and hold harmless the 22nd District Agricultural Association / Del Mar Fairgrounds, its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or damage to property (including reasonable attorney's fees) arising out of the performance of this agreement, providing the injury to persons or damage to property is due to the negligence of The SDCCEF or its respective associates or agents.

ITEM SEVEN:
ENTIRE AGREEMENT

- 7.1 This PROPOSAL FOR EDUCATION and TRAINING SERVICES, when executed below shall constitute the entire agreement between the parties. Both parties must agree to changes to any of the terms or conditions noted in above sections in writing.
- 7.2 This agreement and subsequent agreements shall be governed and construed pursuant to the Laws of the State of California.

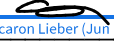
IN WITNESS WHEREOF, the SDCCEF and 22nd District Agricultural Association / Del Mar Fairgrounds have caused this PROPOSAL for Professional Services to become an AGREEMENT for Professional Services:

22nd District Agricultural Association/
Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

By: 
By: Carlene Moore (Jun 13, 2024 16:08 PDT)
Carlene Moore, CEO

Date: Jun 13, 2024

Employee Training Institute
through the
SDCCE Foundation
4343 Ocean View Blvd.
San Diego, CA 92113

By: 
By: Caron Lieber (Jun 13, 2024 16:28 PDT)
Caron Lieber
ETi Director

Date: Jun 13, 2024

A FULLY EXECUTED COPY OF THIS AGREEMENT WILL BE ON FILE AT THE SAN DIEGO COLLEGE OF CONTINUING EDUCATION FOUNDATION BUSINESS OFFICE AND AVAILABLE UPON REQUEST

The Employee Training Institute, a division of the San Diego Continuing Education Foundation is a 501 c (3) organization under the Internal Revenue Code.
Federal Identification Number 26-3305140

Management Agreement for the 2025 Del Mar National Horse Show

This Management Agreement ("Agreement") is entered into between the 22nd District Agricultural District, a California state institution ("District") and HITS Del Mar Leasing LLC ("HITS"). The District is the USEF Competition Licensee of the Del Mar National Dressage and Del Mar National Hunter-Jumper Horse Shows (USEF Competition Nos. 3332 and 343056). In accordance with the terms and conditions set forth in this Agreement, HITS will manage for the District's 2025 Dressage and Hunter-Jumper Del Mar National Horse Shows (collectively, "2025 Del Mar National Horse Shows") to be held at the District's Del Mar Horsepark facility (Horsepark). The Del Mar National Dressage Competition will be held April 10 through April 13, 2025. The Del Mar National Hunter-Jumper Competition will be held April 29 through May 4, 2025. HITS is the current operator of Horsepark under an existing operating agreement with the District.

1. Term: The term of this Agreement shall be from July 1, 2024 to June 30, 2025.
2. Definitions:
 - a. Del Mar National Horse Show Bank Account: An account specifically earmarked for debits and credits related solely to the Del Mar National Horse Show
 - b. Prize Money: The money won by exhibitors for placing in various classes
 - c. Net Profit: The profit after all revenues have been collected and expenses deducted
3. Exemption of District from Liability. District shall not be liable for injury or damage to the person or goods, wares, merchandise, or other property of HITS or of HITS' vendor(s), whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, building roof leaks, fire sprinklers, wires, plumbing, HVAC system, or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the District's premises, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. District shall under no circumstances be liable for injury to the business of HITS or HITS' vendor(s) or for any loss of income or profit from that business.
4. Fee for Management of District's 2025 National Horse Shows: share of Net Profit, as agreed upon by HITS and District.
5. Obligations of HITS and District:
 - a. Obligations of HITS:
 - i. HITS agrees to manage and operate the 2025 Del Mar National Horse Shows;
 - ii. HITS will be responsible for ensuring that the Horsepark facility is ready for the 2025 Del Mar National Horse Shows;
 - iii. HITS shall manage the 2025 Del Mar National Horse Shows, including but not limited to, payment of all 2025 Del Mar National Horse Show expenses and collection of all revenue generated through the management of the 2025 Del Mar National Horse Shows. HITS shall deposit all revenue from the 2025 Del Mar

- National Horse Show to the Del Mar National Horse Show Bank Account. All expenses shall be deducted from the Del Mar National Horse Show Bank Account
- iv. HITS shall consult with the District in all decision-making related to the 2025 Del Mar National Horse Show, including but not limited to, all non-financial and non-horse show operational matters and overall show planning decisions.
 - v. HITS shall maintain adequate insurance coverage that covers any incidents or claims that may arise during the Horse Shows. See Exhibit B for Insurance Requirements.

b. Obligations of the District:

- i. District grants HITS the exclusive right to manage the 2025 Del Mar National Horse Shows.
 - ii. As USEF Licensee, District is the financially responsible party to USEF for the Del Mar National Horse Shows.
 - iii. District agrees that revenue generated through the operation of the 2025 Del Mar National Horse Show will not be considered in determining HITS' obligations under the Horsepark Operating Agreement.
 - iv. HITS shall have the exclusive option to manage the Del Mar National Horse Show under the same conditions and terms as 2025 for all years in which HITS is the Operator of the Del Mar Horsepark, subject to the express written approval of USEF.
 - v. District agrees to give a non-exclusive license to HITS to use all intellectual property associated with the Del Mar National Horse Show for purposes of marketing and promoting the 2025 Del Mar National Horse Show (and later years if applicable) and to offer HITS use of other items owned by District and related to the Del Mar National Horse Show.
6. Labor and Equipment Rental: HITS agrees to pay fees, if any, required by District for: **Labor & Equipment Rental at District Reimbursable Rates** outlined in Exhibit A to this Agreement that HITS desires to use or rent.
7. Late Fees: Operating fees are payable within (30) thirty days following each show. Should HITS fail to remit payment within this period, the outstanding amount will incur a late charge calculated at 5% of the due fee. This late charge is to be treated as supplementary to the initial fee and is subject to the same terms of payment as outlined in the agreement. The parties acknowledge that such late charge represents a fair and reasonable estimate of the costs and losses District will incur by reason of a late fee payment by HITS, but District's acceptance of such late charge shall not constitute a waiver of HITS's default with respect to such fee or prevent District from exercising any other rights and remedies provided under this Agreement, at law or in equity.
8. Indemnity: HITS shall indemnify the District, and save the District harmless, of and from any and all claims, loss, cost, damage, injury and/or expense of every kind, nature and description, directly or indirectly arising from the performance of this Agreement regardless of responsibility of negligence; by reason of injury or death to person[s] or damage to property however caused or alleged to have been caused, and even though claimed to be due to the negligence, active or passive, of District. However, in no event shall HITS be obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees or agents (excluding the HITS herein). HITS shall,

at HITS's own cost and expense, defend any and all suits, actions, or other legal proceedings that maybe brought by third persons against the District on any such claim, and shall reimburse the District for any and all legal expenses incurred in connection with such defense, or in enforcing the indemnity granted in this paragraph.

9. Sporting Events: Release and Waiver: For all sporting events, including but not limited to athletic team events, equestrian or equestrian related events, motor vehicle races, demolition derbies, stunt bike, skateboard or roller blade events, HITS agrees to obtain from each participant a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release Lib"). The Release and Waiver shall release the District and its agents, servants, employees, directors and officers from any and all liability arising out of each individual's participation in the event sponsored by HITS. Each such Release and Waiver shall be fully executed by each participant, and/or such participant's legal guardian, prior to participation in the event. HITS agrees to contact California Fairs Service Authority at (916) 9212213 for further information on the availability of CFSA Form "Release Lib".
10. District Oversight: District reserves the right to audit and monitor any and all sales. The District shall also have the right of access to, and inspection of, any District equipment used by the HITS under this Agreement at any time, with or without prior notice.
11. Independent Capacity: HITS agrees that it, and its agents, servants, and employees, in the performance of this Agreement, acts in an independent capacity and not as an agent, officer, servant, or employee of the District.
12. Taxes: HITS acknowledges and understands that the terms and conditions of this Agreement may create a possessory interest subject to property taxation, and that HITS may be subject to the payment of property taxes levied upon such interest.
13. HITS' Property: District may require security, at HITS' expense, which will provide for reasonable protection of the property of HITS. However, in all circumstances, HITS shall be solely responsible for damage to, or loss of, HITS' property.
14. Prohibition Against Assignment: HITS agrees it may not sell, encumber, assign or transfer this Agreement, or any rights, obligations, privileges or duties contained in this Agreement, without the express written consent of the District. The District's consent shall be given, if at all, in its sole and exclusive discretion.
15. Integration Clause: This is an integrated Agreement. The terms of this Agreement are contractual, and not merely a recital. This Agreement supersedes all prior representations and agreements, if any, between the Parties or their legal counsel regarding its subject matter.
16. Written Amendment Required: This Agreement constitutes the entire understanding between the parties to this Agreement and relating to its subject matter, and may not be modified, amended or terminated except by written agreement signed by all of the parties to this Agreement, and any required written approval of the Department of Food & Agriculture, and the Department of General Services (Government Code section 11010.5). A name change by itself by HITS is not subject to the provisions of this paragraph. Notwithstanding the foregoing, should a name change by HITS alter, modify, or amend in any way any of the

obligations of HITS under this Agreement, such a name change will require a written agreement signed by all the parties to this Agreement.

17. Waiver: The failure to the District to insist in any one or more instances upon the observance and/or performance of any of the covenants of this Agreement, or any of the rules and regulations governing the Districts' premises, shall not constitute a waiver of any subsequent breach of this Agreement, or any of the rules and regulations.
18. Default; Remedies: In the event HITS fails to comply in any respect with the terms of this Agreement, and the terms of all Attachments, all payments made by HITS in accordance with Paragraph 4 above shall be deemed earned and nonrefundable by District, and District shall have the right to occupy the space in any manner deemed in the best interests of the District, in addition to any and all other remedies available to the District for breach of this Agreement.
19. Obscenities Sales or displays of drug paraphernalia, merchandise containing offensive, lewd, indecent, or obscene language or depictions of lewd or obscene: Images, sales or displays of merchandise, and marketing-related materials used on the District's premises shall not include references to drug paraphernalia and shall contain materials considered obscene, lewd, or indecent under local, state and Federal standards. The District reserves the right to approve, in its sole and exclusive discretion, all merchandise, displays, materials and images at the location(s) managed under this Agreement. The parties agree that if HITS violates this paragraph, it will be impracticable or extremely difficult to determine the damages suffered by the District. It is therefore agreed that in the event of such a breach by HITS, HITS will pay to the District the sum of \$1,000.00 for each violation of this provision. In addition, in the event of a breach of this paragraph by HITS, the District may, in its sole and exclusive discretion, declare Licensee in breach of this Agreement.
20. Attachments: The following documents are attached to this Agreement and made part of this Agreement by this reference as though set forth in full:

Exhibit "A"
Exhibit "B"

Labor & Equipment Rental at District Reimbursable Rates
CFSA Insurance Requirements

22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

HITS Del Mar Leasing LLC

BY: _____

BY: _____

NAME: CARLENE MOORE
TITLE: CHIEF EXECUTIVE OFFICER

NAME:
TITLE:

DATE:

DATE:

EXHIBIT A,
Labor & Equipment Rental Rates



2025 Equipment and Labor Rates

Bike Rack	\$14
Benches	\$15
Picnic tables	\$18
Bleachers (5 row)	\$280
Bleachers (8 row)	\$375
K-Rail	\$25
Ticket Booth (2 window)	\$225 (does not include power)
Ticket Booth (6 window)	\$335 (does not include power)
8' Tables	\$9 each (drop off only, does not include set/strike)
Overhead PA	\$140 (per building first day, 50% each additional day)
Mixer	\$90
Wireless mic	\$100
Heavy equipment	\$110 per hour (Forklift, Tractor, Water Truck)
Traffic / Parking Control	\$28.50/hr
Janitorial	\$28.50/hr
Dumpster trash removal	\$95 per 3-yard bin removal
Post Event Clean Up	\$325 (Standard one building)
Electrical	\$90 per hour for one outlet
Chairs	\$2.20 drop off only

House PA			
Days	1 BLD	2BLD	3BLD
1	\$150	\$230	\$270
2	\$225	\$345	\$405
3	\$300	\$460	\$540

22nd DISTRICT AGRICULTURAL ASSOCIATION TICKET POLICY

1.0 Application of Policy.

- 1.1 This Policy applies to tickets which provide admission to a facility or event for an entertainment, amusement, recreational or similar purpose, and are:
- a) Gratuitously provided to the 22nd District Agricultural Association (“District”) by an outside source;
 - b) Acquired by the District by purchase;
 - c) Acquired by the District as consideration pursuant to the terms of a contract for the use of a District venue;
 - d) Produced or sponsored by the District; or
 - e) Acquired and/or distributed by the District in any other manner.
- 1.2 This Policy does not apply to any other item of value provided to the District or any District Official, regardless of whether received gratuitously or for which consideration is provided.
- 1.3 This policy, together with the ticket procedures established pursuant to Section 4.2 below, shall supersede and replace any earlier District policies relating to the distribution to District Officials of tickets for admission to any facilities or events for an entertainment, amusement, recreational, or similar purpose.
- 1.4 This Policy shall posted in a prominent place on the District’s website:
www.sdfair.com.

2.0 Definitions: Unless otherwise expressly provided herein, words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code sections 81000, *et seq.*, as the same may from time to time be amended) and the Fair Political Practices Commission (“FPPC”) Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 *et seq.*, as the same may from time to time be amended).

- 2.1 “District” shall mean and refer to the 22nd District Agricultural Association.
- 2.2 “District Official” means every Director, officer, employee, or consultant of the District, as defined in Government Code Section 82048 and California Code of Regulations, title 2, section 18701. “District Official” shall include, without limitation, any member of the District’s Board of Directors or any other appointed District official or District employee required to file an annual Statement of Economic Interests (FPPC Form 700).

- 2.3 “District Venue” means and includes any facility owned, controlled or operated by the District.
- 2.4 “FPPC” means the California Fair Political Practices Commission.
- 2.5 “Immediate family” means the spouse or registered domestic partner and dependent children, as set forth in Government Code section 82029 and Family Code section 297.5.
- 2.6 “Policy” means this 22nd District Agricultural Association Ticket Policy.
- 2.7 “Ticket” means and includes any form of admission privilege to a facility, event, show, concert, or performance.
- 3.0 General Provisions.
 - 3.1 No Right to Tickets: The use of complimentary tickets is a privilege extended by the District and not the right of any person to which the privilege may from time to time be extended.
 - 3.2 Limitation on Transfer of Tickets: Tickets distributed to a District Official pursuant to this Policy shall not be transferred to any other person, except to members of such District Official’s immediate family solely for their personal use.
 - 3.3 Prohibition Against Sale of or Receipt of Reimbursement for Tickets: No person who receives a ticket pursuant to this Policy shall sell or receive reimbursement for the value of such ticket.
 - 3.4 No Earmarking of Tickets to District: No ticket gratuitously provided to the District by an outside source and distributed to, or at the behest of a District Official pursuant to this Policy, shall be earmarked by the original source for distribution to a particular District Official.
- 4.0 Agency Head.
 - 4.1 The District Secretary / General Manager shall be the Agency Head for purposes of implementing the provisions of this Policy. In the absence of the District Secretary / General Manager, the District Deputy General Manager or the Chief Financial Officer shall be the Agency Head for purposes of implementing the provisions of this Policy.
 - 4.2 The Agency Head shall have the authority, in his or her sole discretion, to establish procedures for the distribution of tickets in accordance with this Policy. All requests for tickets which fall within the scope of this Policy shall be made in accordance with the procedures established by the Agency Head.

- 4.3 The Agency Head shall determine the face value of tickets distributed by the District for purposes of Sections 5.1, 5.2 and 7.1, subparagraph (d), of this Policy.
- 4.4 The Agency Head, in his or her sole discretion, may revoke or suspend the ticket privileges of any person who violates any provision of this Policy or the procedures established by the Agency Head for the distribution of tickets in accordance with this Policy.
- 4.5 The disclosure forms required by Section 7.0 of this Policy shall be prepared and posted by the Agency Head, or by an individual acting under the Agency Head's authority, supervision, and control.
- 5.0 Conditions Under Which Tickets May Be Distributed: Subject to the provisions of this Policy, complimentary tickets may be distributed to District Officials under any of the following conditions:
 - 5.1 The District Official Reimburses the District for the face value of the ticket(s).
 - a) Reimbursement shall be made at the time the ticket(s) is/are distributed to the District Official.
 - b) The Agency Head shall, in his or her sole discretion, determine which event tickets, if any, shall be available under this section.
 - 5.2 The District Official treats the ticket(s) as income consistent with applicable federal and state income tax laws.
 - 5.3 The District Official uses, or behests, such ticket(s) for one or more of the following governmental and/or public purposes:
 - a) Performance of a ceremonial role or function representing the District at the event, for which the District Official may receive enough tickets for the District Official and each member of his or her immediate family.
 - b) The official and/or job duties of the District Official require his or her attendance at the event, for which the District Official may receive enough tickets for the District Official and each member of his or her immediate family.
 - c) Economic or business development purposes on behalf of the District, including, but not necessarily limited to: promotion and marketing of the District's resources and facilities available for commercial and other uses; increase of ancillary revenue for food, beverage, parking and related items at interim and District-promoted events; promotion and marketing of District initiated, supported, controlled, or sponsored programs or events,

including but not limited to the annual Fair and Grandstand concert series, Scream Zone, Holiday of Lights, Professional Bull Riders, annual Del Mar race track meet, and the Del Mar National Horse Show; promotion and marketing of interim and year-round events; marketing of sponsorship programs; and, promotion of District recognition, visibility, and/or profile on a local, state, national, or international scale.

- d) Intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
- e) Community relations.
- f) Attracting or rewarding volunteer public service.
- g) Supporting and/or showing appreciation for programs or services rendered by non-profit organizations benefiting San Diego County residents.
- h) Encouraging or rewarding significant academic, athletic, or public service achievements by San Diego County students, residents or businesses.
- i) Attracting and retaining highly qualified employees in District service, for which such employee may receive no more than four (4) tickets per event.
- j) As special recognition or reward for meritorious service by a District employee, for which such employee may receive no more than four (4) tickets per event.
- k) For use in connection with a District employee competition or drawing, for which there shall be made available no more than (4) tickets per event.
- l) Recognition of contributions made to the District by former members of the Board of Directors, for which such former Director may receive no more than (4) tickets per event.

6.0 Tickets Distributed at the Behest of a District Official.

- 6.1 Only the following District Officials shall have authority to behest tickets: members of the Board of Directors, the Secretary / General Manager, and the Deputy General Manager.
- 6.2 Tickets shall be distributed at the behest of a District Official only for one or more public purposes set forth in Section 5.3 above.
- 6.3 If tickets are distributed at the behest of a District Official, such District Official shall not use one of the tickets so distributed to attend the event.

7.0 Disclosure Requirements.

7.1 Tickets distributed by the District to or at the behest of any District Official (i) which the District Official treats as income pursuant to Section 5.2 above, or (ii) for one or more public purposes described in Section 5.3 above, shall be posted on FPPC Form 802, or any successor form provided by the FPPC, in a prominent fashion on the District's website within thirty (30) days after distribution. Such posting shall include the following information:

- a) The name of the recipient, except that if the recipient is an organization, the District may post the name, address, description of the organization and number of tickets provided to the organization in lieu of posting names of each recipient;
- b) a description of the event;
- c) the date of the event;
- d) the face value of the ticket;
- e) the number of tickets provided to each person;
- f) if the ticket was distributed at the behest of a District Official, the name of the District Official who made such behest; and
- g) a description of the public purpose(s) under which the distribution was made, or, alternatively, that District Official is treating the ticket as income.

7.2 Tickets distributed by the District for which the District receives reimbursement from the District Official as provided under Section 5.1 above shall not be subject to the disclosure provisions of Section 7.1.

From: [Carla Echols-Hayes](#)
To: [Carlene Moore](#); [Frederick Schenk \(SDFair\)](#); [Donna O'Leary](#); [Lisa Barkett \(SDFair\)](#); [Kathlyn Mead \(SDFair\)](#); [Don Mosier \(SDFair\)](#); [Sam Nejabat \(SDFair\)](#); [Joyce Rowland \(SDFair\)](#); [Mark Arabo \(Sdfair\)](#); [Phil Blair \(SDFair\)](#)
Subject: Fwd: Options A and B and C--Questions
Date: Sunday, June 16, 2024 5:34:57 PM



Hi! FYI all the questions just sent to SANDAG. I sent these to Michael Gelfand as well.

Best, Carla Hayes
[REDACTED]

----- Forwarded message -----

From: **Carla Echols-Hayes** [REDACTED] >
Date: Sun, Jun 16, 2024 at 5:28 PM
Subject: Options A and B and C--Questions
To: <LOSSANcorridor@sandag.org>

1. Option A construction at junction of cut & cover and tunnel--would the required 7-10 acres for construction staging and retrieval of the tunnel boring machine be located on the Fairgrounds? Are there any alternative staging areas?

- If the 7-10 acre construction staging area is on the Fairgrounds, would that activity interrupt Fair operations and events, including the Fair, horse-racing and KABOO?
- Could construction be halted for 6 weeks for the Fair, horse racing season in summer and fall, and other large-scale events?
- If construction needed to be continuous and the Fairgrounds events paused, how long would the Fairgrounds be closed for this phase of the project?

2. Option A adverse financial effects--why is Option A the most expensive option at \$4.1B, and has SANDAG taken into account the losses to local and regional economies and city revenue sources from shutting down the Fair over multiple years, as well as horse racing and large scale events?

- Economic multipliers to the region from Fairground year-round events are estimated at \$625million by the 22nd DAA. Would businesses directly impacted by stopping Fairgrounds events such as restaurants, lodging, small shops in both Solana Beach and Del Mar be entitled to mitigation from business disruption?
- If horse racing ceases, the 22nd DAA would be required to repay the ~\$30million bond holders, as stopping racing would be an event of default. Would the 22nd DAA be entitled to mitigation for stopping racing to cover that bond repayment?
- Would the State of California be entitled to mitigation in the case that ceasing all Fair activities results in the 22nd DAA going bankrupt?
- Businesses in Solana Beach located on Camino Del Mar would be disrupted for how long from Option A? Would they be entitled to mitigation due to construction disrupting businesses due to Camino Del Mar being blocked for long periods of time, thereby impeding traffic, parking, etc.?
- Sales tax revenue from the Fairgrounds totals something like \$2million/year to the City of Del Mar. Would the City be entitled to mitigation from interruption of that revenue due to Option A?

3. Option A--how long would construction take total for option A (estimated range)? Duration in Solana Beach? Duration on the Fairgrounds?

- **Option B**--what's the estimated amount of time for construction?
- **Option C**--what's the estimated amount of time for construction?

4. Option A construction in Solana Beach--would the proposed cut-and-cover require re-trenching all the tracks to accommodate the cut and cover gradual tunnel -- retaining walls etc.--from the train station to Via de la Valle?

- What's the estimated cost of re-trenching and reinforcing the trench sides from the train station to Via de la Valle?
- How long would this construction take?
- Would all of the existing double tracks past the Solana Beach train station need to be replaced, including the tracks that were installed in 1999?
- If a park or houses were installed on top of the cut-and-cover, how would anyone access it without destroying the rail trail that the county paid for (\$8million) or purchasing private property as an access right-of-way?
 - Would the cut-and-cover be designed for the excess weight of multiple-story housing? How many stories?
 - How deep would the cut-and-cover be under housing? Would there be noise, fumes, vibration and pollution from the trains?
 - How would potential housing home owners access parking or their homes?
- How would Option A affect the bridge at Via de La Valle and Camino del Mar?
- Would Option A affect houses either on S. Cedros or Via de La Valle in Solana Beach and in Del Mar?

5. Option A effect on the already funded event platform at Fairgrounds and rebuilding San Dieguito Bridge--How much is the total project cost for the events platform and bridge replacement?

- How would Option A --which would not start until 2030--affect those projects?
- Would Option A require re-digging in the San Dieguito Lagoon for the events platform or the bridge or both?
- Does the \$4.1B cost estimate for option A include demolishing the newly built events platform and bridge replacement, and presumably replacing the bridge?

6. Option A tunnel under San Dieguito Lagoon--what kinds of protection will be implemented for the lagoon, wildlife, and earthquake safety?

- How will boring under the lagoon affect the overall environmental health of the water and wildlife?
- What protections would be in place for the lagoon environment?
- How would the tunnel be engineered for earthquake safety (per BART tunnel under the Bay--had to be redesigned as a flexible tube that lies on the ocean floor) and is the lagoon deep enough for engineering for 100% earthquake safety, especially freight carrying hazardous materials?

7. Option B eminent domain for houses--approximately how many housing structures would be affected by Option B?

- How many household backyards would be affected by the tunnel or the construction staging acreage at the north end? The south end?
- What's the construction duration estimate?
- Would the tunnel at 300' beneath houses result in noise, vibrations, fumes, and pollution from the trains?

8. Option C eminent domain for houses--approximately how many housing structures would be affected by Option C?

- How many household backyards would be affected by the tunnel of the construction staging acreage at the north end? The south end?
- What's the construction duration estimate?
- What's the depth of the tunnel and would it result in noise, vibrations, fumes and pollution from the trains?
- How does Option C affect the lagoon? Traffic at Torrey Pines State Beach and from Del Mar through Torrey Pines State Park?

9. Options A B C all have serious CEQA and residential and financial flaws--what happens if NO Project is chosen?

Thank you for answering these questions within a week.

Best, Carla Hayes



From: [Carla Echols-Hayes](#)
To: [Donna O'Leary](#); [Michael Gelfand \(SDFair\)](#); [Carlene Moore](#); [Lisa Barkett \(SDFair\)](#); [Kathlyn Mead \(SDFair\)](#); [Frederick Schenk \(SDFair\)](#); [Don Mosier \(SDFair\)](#); [Sam Nejabat \(SDFair\)](#); [Joyce Rowland \(SDFair\)](#); [Mark Arabo \(Sdfair\)](#); [Phil Blair \(SDFair\)](#)
Subject: The LOSSAN corridor Option A--not a viable option from any perspective
Date: Saturday, July 6, 2024 3:12:50 PM



Hi Fairgrounds Board,

We heard about the Option A of running a train through the Del Mar Fairgrounds at the March, 2024 meeting, and the entire Board at that time voiced opposition to the Del Mar authored Option A.

However, much to the surprise of the City of Solana Beach, NCTD, the Santa Fe Water District, and other agencies, SANDAG included Option A as one of the three options chosen for further engineering study in the SANDAG NOP. SANDAG held over 10 presentations and workshops in Del Mar and none at Solana Beach City Council meetings until June 26, 2024.

Here's an accurate article regarding Option A and lack of communication with stakeholders: [Officials: SANDAG rail project communication needs improvement \(thecoastnews.com\)](#)

At the June 26, 2024 Solana City Council meeting, SANDAG acknowledged the following:

1. Fairgrounds events would be shut down for 5-10 years because the proposed cut-and-cover tunnel that starts in Solana Beach would meet the tunnel under the lagoon where the large Ferris Wheel is currently located, and SANDAG would require 8-10 acres construction staging next to that junction--currently the Midway up to the Grandstands, likely also shutting down racing as horses and heavy construction could not co-exist.
2. When a SANDAG representative said to Jewel Edson, City Council member, "well, couldn't they just move the Fair?", she replied "Excuse me, but they use every square inch of their property and already do not have enough parking as it is"...(not verbatim).
3. There is no funding available or contemplated for creating a "park" on the cut-and-cover tunnel in Solana Beach, no one really knows who would own the right-of-way, and the "cover" wouldn't be engineered or graded for any use on top such as a park or housing, and the impact to Fairgrounds roads remain unknown. *(That cut-and-cover tunnel would end up at a new events platform 7 stories below ground, served by an elevator--and train station elevators repeatedly break down, according to NCTD sources.)*
4. Cost for Option A is \$4.14B; in addition, the new \$257million Fairgrounds events platform and San Dieguito Bridge project funded and slated to start in 2026 would be "rendered obsolete" according to the SANDAG representative, meaning torn down and rebuilt.

This meeting is on public record and video available on the City of Solana Beach website.

Neighborhood impact to Solana Beach:

The proposed cut-and-cover tunnel that would start in Solana Beach and proceed at a downhill 2% grade, turning East at the Belly Up parking lot. This tunnel would require a very wide trench that would take out 60 naturally occurring affordable housing units along the west side of S. Cedros, as well as demolish the Via de la Valle bridge at the intersection of VDLV and the 101. Those units are mostly rentals, and the renters would not be entitled to any mitigation

from losing their homes under eminent domain.

The rail trail would also be demolished, as well as all of the double-track and trench already installed in 1999 for \$33million at that time, because the current trench is not engineered properly for a cut-and-cover tunnel, and the 101 would be shut down to one lane headed north, impacting all businesses in Solana Beach on the 101.

Financial impact to the region of Option A:

Project estimated cost over 10 years:

\$4.14B

Lost economic multipliers from Fairgrounds year-round events

(est. \$683million/year per 2019 SDSU economic study) over 10 years:

6.83B

Sunk infrastructure cost (event platform, San Dieguito Bridge):

257M

Sunk double-track cost (in 1999 dollars):

33M

TOTAL--*IF project on-time/on-budget*

\$11.26B

Unknown financial impact to the 22nd DAA--race track bond depends on revenue from horse racing, and stopping racing would likely be an event of default. Who repays the bond holders if the 22nd DAA has no events, no revenue, and no ability to repay?

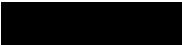
Other Impacts to the entire county:

Option A would have a devastating effect on the regional economy because of the Fairgrounds no longer providing the economic multipliers to small and large businesses--people who rent their houses seasonally without direct beach access, the small restaurants, the hotels in the entire region, and other service industries. Some of those evicted renters in Solana Beach may not be able to find housing at comparable rents and experience homelessness.

And then there's the Fair that generations have enjoyed yearly, as well as other popular events such as KABOO and concerts and winter horse shows and the track season. Those are perhaps the greatest losses that would occur as a consequence of Option A that benefits only the few in Del Mar.

Thank you for continuing your staunch opposition to Option A.

Best regards, Carla Hayes
Solana Beach



Item 5A - SANDAG NOP Alternatives

Nora Shoen <[REDACTED]>

Fri 7/12/2024 6:42 PM

To: Donna O'Leary <doleary@sdfair.com>; Carlene Moore <cmoore@sdfair.com>; Michael Gelfand (SDFair) <mgelfand@sdfair.com>; Don Mosier (SDFair) <dmosier@sdfair.com>; Frederick Schenk (SDFair) <fschenk@sdfair.com>; Phil Blair (SDFair) <pblair@sdfair.com>; Sam Nejabat (SDFair) <snejabat@sdfair.com>; Joyce Rowland (SDFair) <jrowland@sdfair.com>; Kmeade@sdfair.com <Kmeade@sdfair.com>; Lisa Barkett (SDFair) <lbarkett@sdfair.com>; Mark Arabo (Sdfair) <marabo@sdfair.com>

Dear decision makers,

I oppose Alternative A regarding the train and its pathway.

I support the san diego fairgrounds and their plans for the future. It's part of our history and our community plus the income it generates is essential for longevity.

Thanks,


Nora Shoen
[REDACTED]

Item 5A - SANDAG NOP Alternatives

Dave Clemons <[REDACTED]>

Sun 7/14/2024 6:54 PM

To: Michael Gelfand (SDFair) <mgelfand@sdfair.com>; Don Mosier (SDFair) <dmosier@sdfair.com>; Frederick Schenk (SDFair) <fschenk@sdfair.com>; Phil Blair (SDFair) <pblair@sdfair.com>; Sam Nejabat (SDFair) <snejabat@sdfair.com>; Joyce Rowland (SDFair) <jrowland@sdfair.com>; Kmeade@sdfair.com <Kmeade@sdfair.com>; Lisa Barkett (SDFair) <lbarkett@sdfair.com>; Mark Arabo (Sdfair) <marabo@sdfair.com>; Donna O'Leary <doleary@sdfair.com>; Carlene Moore <cmoore@sdfair.com>

 1 attachments (4 MB)

Alt A-EL Summary.docx;

I support the Fairground's opposition to Alternative A due to environmental and economic impacts to the Fairgrounds, Solana Beach and the region as a whole. At double the cost of Alternatives B and C, up to twice the length of time to construct, with the sacrifice of millions of dollars in local, State and Federal investments in corridor infrastructure, and falling short of meeting the project objectives, Alternative A is not worthy of your support. SANDAG should focus on other alternatives that are fiscally sound and meet the project objectives in their NOP (e.g., minimizing impacts in the surrounding communities during and after construction).

A candidate alternative to "A" called "A-EL" would be preferable for Del Mar, Solana Beach and the Fairgrounds. A summary of Alternative A-EL is enclosed.

Sincerely,

Dave Clemons

[REDACTED]

Item 5A - SANDAG NOP Alternatives

Elisabeth Walcott <[REDACTED]>

Mon 7/15/2024 8:29 AM

To: Donna O'Leary <doleary@sdfair.com>

Cc: Carlene Moore <cmoore@sdfair.com>; Michael Gelfand (SDFair) <mgelfand@sdfair.com>; Don Mosier (SDFair) <dmosier@sdfair.com>; Frederick Schenk (SDFair) <fschenk@sdfair.com>; Phil Blair (SDFair) <pblair@sdfair.com>; Sam Nejabat (SDFair) <snejabat@sdfair.com>; Joyce Rowland (SDFair) <jrowland@sdfair.com>; Kmeade@sdfair.com <Kmeade@sdfair.com>; Lisa Barkett (SDFair) <lbarkett@sdfair.com>; Mark Arabo (Sdfair) <marabo@sdfair.com>

Dear Boardmembers,

I want to express my support for the Fairground's opposition to the train relocation Alternative A because of the heavy environmental and economic impacts to the operations of the events held at the Fairgrounds and neighboring communities. Were Alternative A to be put in place, a decade of lost revenue from the suspension of activities at the Fairgrounds would cause extra widespread negative impacts beyond the exorbitant price of this option.

We all must act together to prevent this option from moving forward.

Sincerely,

Betsy Walcott

Solana Beach resident

Sent from my iPhone

San Diego County Fair sell-out today

Tristan Hallman <thallman@sdfair.com>

Wed 6/19/2024 5:38 PM

To: Ashley Jones <ajones@delmar.ca.us>; Clem Brown <cbrown@delmar.ca.us>; amuto@cosb.org <amuto@cosb.org>; dking@cosb.org <dking@cosb.org>; JoeLaCava@sandiego.gov <JoeLaCava@sandiego.gov>
Cc: tasha.boernerhorvath@asm.ca.gov <tasha.boernerhorvath@asm.ca.gov>; francine.busby@Sen.CA.gov <francine.busby@Sen.CA.gov>; Christensen, Jack <Jack.Christensen@sen.ca.gov>; matt.rubel@sen.ca.gov <matt.rubel@sen.ca.gov>; Ison, Pamela <Pamela.Ison@sen.ca.gov>; Carlene Moore <cmoore@sdfair.com>

Dear civic partners:

On behalf of our CEO Carlene Moore, I wanted to reach out to let you know that we have just declared a sell-out for the day as we've seen very large crowds all day enjoying Juneteenth with us.

Below is the text of our press release making the announcement. We are sharing this messaging on our website and our social media channels as well.

Please feel free to share this information as you see fit, and let us know if you have any questions.

San Diego County Fair is sold out for Wednesday, June 19

Those who already have tickets — and anyone who arrives by 6:30 p.m. — can still get into the Fair today

DEL MAR, Calif. (June 19, 2024) — The San Diego County Fair is declaring a sell-out on admission Wednesday, June 19, as large crowds have packed the Del Mar Fairgrounds for the Juneteenth holiday.

To accommodate those who are patiently waiting in traffic, the Fair will still admit anyone who gets to the Fairgrounds **by 6:30 p.m. Wednesday**, as well as anyone who has already purchased a ticket to the Fair for the day or anyone who buys a Fair Tripper ticket. Those who have already purchased a ticket may also choose to come another day instead; The Fair will honor those unredeemed tickets on a different day.

Officials with the 22nd District Agricultural Association — which produces the Fair — made the decision to declare a sell-out to help minimize traffic and enhance the guest experience. The Fair on Wednesday had large crowds and low turnover, meaning guests have enjoyed fun in the sun with rides, games, food, music, entertainment, and the festive atmosphere of the Fair.

"We want to thank everyone who came out to celebrate Juneteenth with us, and we appreciate everyone's patience and kindness as we have worked through traffic challenges today," said Carlene Moore, the District's CEO. "We look forward to seeing our community continue to come out to enjoy the Fair and everything we have to offer."

The District is encouraging guests to plan their trip for another day of the Fair this year, which is open through July 7 (except Mondays and Tuesdays), by buying their tickets online in advance at [SDFair.com](https://www.sdfair.com).

The District is also **encouraging guests to use the cost-effective Fair Tripper** — an all-in-one Fair ticket and public transportation pass — to more easily visit to this year's biggest and best community celebration.

The Fair Tripper spares Fair guests from traffic challenges and saves them money by bundling a round-trip ride on the **NCTD COASTER**, **SPRINTER** or **BREEZE*** and/or the **MTS** trolley or bus — and admission to the San Diego County Fair — for the price of admission alone.

Free shuttles are available for Fair Trippers between the nearby Solana Beach COASTER and Amtrak Station and the Del Mar Fairgrounds. Shuttles run continuously approximately every 30 minutes and are ADA accessible. Parking at all COASTER stations is free.

If using the MTS Trolley, transfer from the UC-San Diego Blue Line or the Green Line to the COASTER at Santa Fe Depot or the Old Town Transit Center. Ride COASTER to the Solana Beach COASTER Station. Then take the FREE shuttle directly to the Fairgrounds. Shuttles from off-site lots will take longer as the buses sit in traffic on the way to the Fairgrounds.

Note: if taking BREEZE Route 308, guests should get off at Via De La Valle and Valley Avenue and access the Fair from the front entrance.

Fair Tripper tickets are available for day-of-use sale only on the PRONTO app and NCTD or MTS ticket vending machines located at COASTER, SPRINTER and MTS trolley stations (no advanced sales).

More information about the Fair Tripper is [available here](#).

About the San Diego County Fair

The San Diego County Fair is the largest annual event in the county with an attendance of nearly 1 million. The theme for the 2024 Fair is "Let's Go Retro," a nostalgic voyage back in time from the '50s through the start of the new millennium. The 20-day Fair season will run from June 12 through July 7, with closures on Mondays and Tuesdays. For more information, visit sdfair.com.

About the 22nd District Agricultural Association

The 22nd District Agricultural Association owns and operates the Del Mar Fairgrounds and is governed by a nine-member board appointed by the governor. Fairgrounds operations are primarily funded by revenues generated by hosting events, the largest being the annual San Diego County Fair. For more information, visit delmarfairgrounds.com.

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Tristan Hallman

Chief Communications Officer

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Del Mar Fairgrounds • 22nd District Agricultural Association

2260 Jimmy Durante Blvd. | Del Mar, CA 92014



LIFE

San Diego County Fair Declares Sellout Wednesday Amid Juneteenth Holiday Crowds



by Brooke Binkowski
June 19, 2024



A ride at the San Diego County Fair. Photo by Chris Stone

The San Diego County Fair declared it had sold out on Wednesday, as unusually large crowds packed the fairgrounds for the Juneteenth holiday.

Officials with the **22nd District Agricultural Association**, which owns and operates the Del Mar Fairgrounds and produces the fair, decided to declare that the event was sold out in order to mitigate heavy traffic congestion.

“We want to thank everyone who came out to celebrate Juneteenth with us, and we appreciate everyone’s patience and kindness as we have worked through traffic challenges today,” said District chief executive Carlene Moore in a statement.

“We look forward to seeing our community continue to come out to enjoy the Fair and everything we have to offer.”

The fair said it would honor unredeemed tickets on another day.

The San Diego County Fair is open through July 7, except Mondays and Tuesdays. Tickets can be bought online in advance at **SDFair.com**.

Fair Traffic

John Spelich <[REDACTED]>

Tue 7/9/2024 3:28 PM

To:Carlene Moore <cmoore@sdfair.com>

Hi Carlene:

I live in Del Mar up on David Way overlooking the Fairgrounds. I wanted to compliment your traffic team for the smooth entry and exit from our neighborhood. The idea of adding a fourth lane southbound on Jimmy Durante (can't remember if this happened last year or not) was great and it worked very well. So thank you for finding ways to both accommodate fair goers and make room for those who live nearby.

BTW, we love having the Fair so close as we love the lights, the sights and the sounds (and we are close enough to walk over).

So thank you so much.

Sincerely,

John W. Spelich

[REDACTED]
Del Mar Planning Commissioner - writing in my personal capacity

2025 San Diego County Fair Suggestions

Jeffrey Smith <[redacted]>

Fri 7/12/2024 5:30 PM
To:kmueller@sdfair.com <kmueller@sdfair.com>
Cc:Jeffrey Smith <[redacted]>

Here is my 2025 suggestion letter to the fair board featuring the midway, concessions, shows, and merchandise. I hope you enjoyed the letter I sent on opening day about the return of the Windstorm/Raptor Coaster and this letter as well!

Jeffrey Smith

July 12, 2024

22nd DAA Board
Del Mar Fairgrounds
2260 Jimmy Durante Blvd
Del Mar, CA 92014

Dear 22nd DAA,

You may recall my letters from 2021, and 2023 which offered some ideas for a massive midway in the 2024 season featuring multiple noteworthy attractions such as the Kraken, Overdrive, and the Defender. Seeing the ride roster for this year was a memory I will not soon forget with the excitement rivaling seeing Christmas presents under the tree. All attractions featured in previous letters did return besides the Flipper. It is unlikely to return from various sources from the carnival industry but anything is possible with the Independent Midway approach. With this year being a success, I’ve prepared some more suggestions to allow for continued high attendance and spending numbers:

Swing Tower (Iconic Midway Rides)



This ride is so new that there are only two photos of the attraction. With Iconic Midway Rides being a new vendor willing to bring in the country’s best fair rides, it would be one of the highest-grossing attractions of the Fun Zone. It would also be one of the tallest attractions of the fair ever topping at 177 feet tall. It also has a high capacity of 32 passengers and a beautiful light package that can be seen for miles!

Scorpion (Talley Amusements)



This attraction came to the San Diego County Fair in the late 1990s. The fair’s continued strong relationship with Talley Amusements would be a fun attraction with its fast speeds and capacity; since the 2025 theme will be about a celebration of pets. Scorpions can be kept as pets and have a fierce look, which perfectly relates to the Fun Zone’s history of standout attractions!

Spider Maina (Ray Cammack Shows):



This attraction relates to the theme of spiders being a popular form of a pet and has been to this fair many years ago. This attraction here would be a success with its high capacity and fun ride program. I remember enjoying this attraction back in the early 2010s and next year would be a great year for its return!

Commemorative drive chips for the first 100 riders:



In Europe, instead of tickets and cards, fair rides use chips to track revenue and as souvenirs. Having 100 of these for new attractions and ones that have not returned for a few years would be an elegant item to have for a collection and relate to how amusement parks have pins that are given when a ride is brand new. Here is a company that can provide the item: <https://fahrrchips.com/>

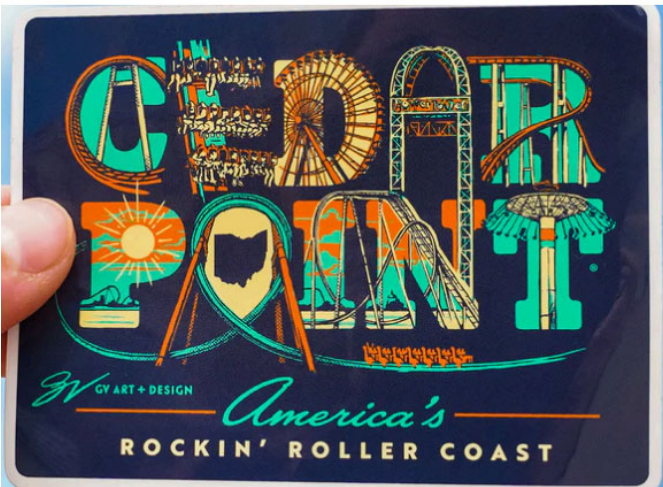
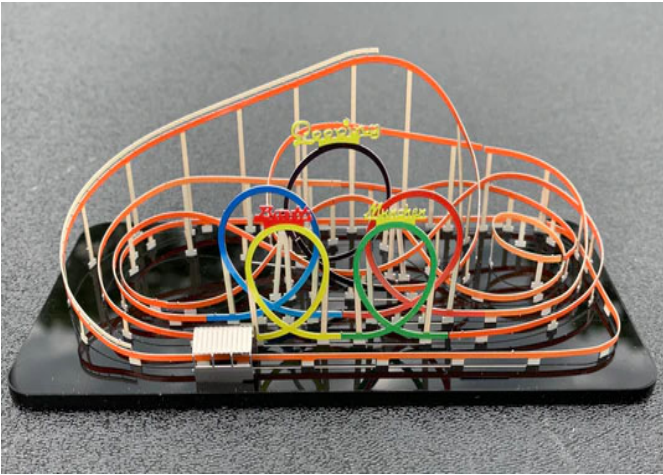
Increased museum artifacts about the fair:



Considering that the history of the San Diego County Fair is rich and filled with interesting stories, some more items like old photos of attractions, food, shows, and memorabilia would increase interest in one of the hidden gems of the fair. One of the inspirations includes <https://rollercoastermuseum.org/> and this:



More interesting merchandise to be sold:



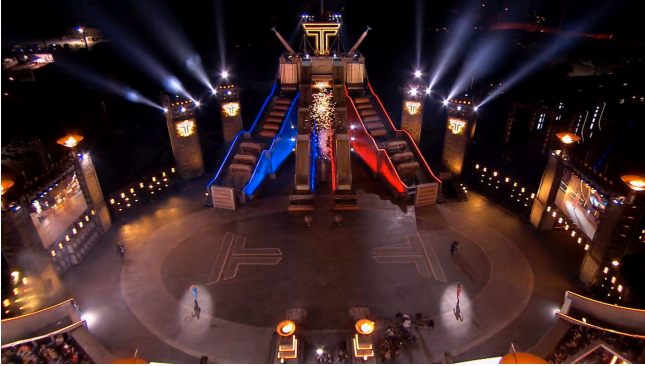
Merchandise for the San Diego County Fair can be elevated compared to other competitors by offering unique pieces such as a limited edition Crazy Mouse Nanocoaster, stickers with ride logos, trendy shirts, and genuine ride parts that can be displayed at home. It can also connect to the shows and food as well! K & D Trend Apparel could benefit from having more merch dedicated to all of the famous landmarks of the fair! Inspiration: <https://www.coasterdynamix.com/collections/nano-coasters> and <https://www.redbubble.com/people/coastermerch/shop>

RC Drifting Car Show:



This would be an amazing show to see at 'The Sound' due to its popularity on social media and has a similar appeal to the FIRST Fairbotics competition. Having this would increase the interest in the venue and is a callback to the slot car tracks close to the Fun Zone that many remember.

Mount Olympus Challenge:



It would be insane to see my local fair with capable fairgoers sign up for it to compete for a prize. Very few fairs have this kind of structure for a show but the only drawback would be the cost of such a massive obstacle course and liability if someone gets injured.

Indian Food Vendor:



I have been to the San Diego County Fair since 2008 and have not missed a year yet and have always wondered why there hasn't been a vendor here specializing in it. It is becoming a very popular item for American culture and many fair goers are interested in the food. I became inspired to add this after trying Himalayan Kitchen in Encinitas which has some of the best Indian food I have ever had.

Increased YouTube Content:

I am pleased to see archived ads for the San Diego County Fair but to stand out in the modern world in terms of the content on the platform, here are some suggestions for interesting videos:

- POVs of every single attraction for day and night. (A third party can be contracted to do this ie <https://www.youtube.com/channel/UCIxiXRZqUv9zYVM80cz6ZnA>)
- Background noise of the Fun Zone, Kiddieland, and other areas
- Full videos of shows and timelapse of the fair setup (maybe multiple high-quality camera upgrades for the fair webcam as well)

Enthusiast Event:

Being a member of American Coaster Enthusiasts has led me to think about an event for the amusement enthusiast that would celebrate the famous Independent Midway. Some ideas would include:

- Q&A with company executives and the board
- Exclusive ride time for attractions before fair opening
- Wristbands have no expiration date for the event date
- Authorized access to restricted areas before opening

I am now attending the University of Texas at San Antonio which means that I will not be able to attend the fair as much. Still, with the fair being such an essential part of my childhood and understanding of business, I hope to continue to go there for a weekend to enjoy what is new and old traditions I like to experience. I thank you all for considering my suggestions for 2022, 2023/24, and beyond!

From a longtime visitor interested in the fair's future,

-Jeffrey Smith



July 23, 2024

The Honorable Mike Levin
United States Congressman
2352 Rayburn House Office Building
Washington, DC 20515

RE: SUPPORT H.R. 1787 – the Carnivals Are Real Entertainment (CARE) Act

Dear Representative Levin,

On behalf of the 22nd District Agricultural Association, producers of the San Diego County Fair, I write to you today to seek your help with a serious challenge that America's Fairs and Expositions are facing today.

Fairs are centered around agriculture and the reality is that the agricultural side of our business does not typically produce the funds we need to operate and sustain our fair's operational expenses. That's where our partners in the carnival business – or mobile entertainment industry - come into the equation. The carnivals provide the needed funding to produce the Fairs so that local 4-H members, FFA members, farmers and ranchers can showcase their advances in process and production.

Fairs, festivals and events have a significant economic impact on local communities, generating revenue and creating jobs. County, regional, state and agricultural fair traditions are woven into the fabric of nearly every American community. Fairs present opportunities for young people to foster life skills such as communication, leadership, goal setting, work ethic, responsibility and sportsmanship. In addition, they attract visitors from all over to our destinations and promote local economic activities through linkages of special events with other sectors of the local economy.

As a matter of fact, the ten (10) largest fairs who are members of the International Association of Fairs & Expositions (IAFE) reported a combined attendance of over 17 million guests in 2022. The next 25 largest fairs had a combined attendance of 20.7 million guests, and the combined attendance for the 100 largest fairs in the United States totaled about 58 million people! To put this in perspective, the total at all NFL games in the 2022 season was just shy of 19 million fans.

Today, this piece of Americana is threatened by the struggles of one of our partners, who are critical to the success of our annual fairs – the mobile entertainment industry. The industry is challenged by the inability to secure a reliable workforce during their operating season. These challenges threaten to shutter these small family businesses that have been around for decades. Fairs all across the country have a symbiotic relationship with America's carnivals. Fairs celebrate the unique agricultural heritage of a community and bring people together in one place for an event, and visitors are often attracted to these events by the attractions, and concessions provided by the carnivals.

The mobile carnival entertainment industry in the USA is truly one-of-a-kind, offering a unique and vibrant experience for people of all ages. Mobile amusement providers and the agricultural fairs enjoy a partnership that provides opportunities for youth participation via 4-H competitions, auctions, and other activities, while raising tens of thousands of dollars each year in scholarships, helping to ensure a future generation of farmers and agricultural leaders.

One of the most distinguishing features of the mobile carnival entertainment industry is its versatility and flexibility. Unlike traditional amusement parks that are fixed in one location, mobile carnivals can pop up anywhere and everywhere, bringing joy and excitement to communities across the country. Whether it is a local fair, a school event, or a private party, these mobile carnivals can cater to any occasion and adjust their setup accordingly.

Beyond the enjoyment they provide, mobile carnivals also play a crucial role in supporting local communities. They often employ local staff, utilize local resources, and collaborate with local businesses. In this way, they contribute to the economy and create opportunities for small-scale entrepreneurs to thrive.

The Carnivals are Real Entertainment Act, or the CARE Act, helps this unique and threatened industry address the labor shortage issue by correcting and clarifying existing laws that currently exclude mobile entertainment employers from utilizing the P nonimmigrant visa classification to secure the temporary seasonal staff they need to survive. While the P1 visa classification is available for foreign national entertainers coming to the U.S. temporarily, it historically has also been available to essential support personnel who are an integral part of the performance of a P1 entertainment.

The P-visa structure, intent and practical application conforms well with the outdoor mobile entertainment industry and the CARE Act makes a simple adjustment to clarify and include the performing functions that are integral and essential to the operation of a mobile entertainment provider in the program.

Because of the seasonal nature of this industry, combined with the unique nature of the mobile entertainment industry, the challenges of securing reliable seasonal labor threaten the very existence of our critical partners - the remaining 200 carnivals in

America. The CARE Act solves this problem and helps ensure that generations of American families are able to experience wholesome family entertainment at local county, regional, state and agricultural fairs all across the country.

On behalf of the San Diego County Fair, we urge you to review H.R. 1787, the Carnivals Are Real Entertainment (CARE) Act and support our industry by becoming a co-sponsor of this important legislation.

Respectfully,



Carlene Moore
Chief Executive Officer
22nd District Agricultural Association

Confirmed Dead/Horse Injured & Ambulanced from Del Mar Race 3 on Saturday

Martha Sullivan <[REDACTED]>

Mon 8/5/2024 9:06 AM

To: Carlene Moore <cmoore@sdfair.com>; Donna O'Leary <doleary@sdfair.com>; Molly Arnold <marnold@sdfair.com>

Cc: G. Joyce Rowland <[REDACTED]>; Michael Gelfand <[REDACTED]>

Good Morning! Please share the following with the Board Members and Senior Mgt team of the 22nd DAA, as well as the members of the State Racetrack Authority and State Race Track Leasing Commission. Thank You,

Martha Sullivan
Imperial Beach

Begin forwarded message:

From: Martha Sullivan <[REDACTED]>

Subject: Confirmed Dead/Horse Injured & Ambulanced from Del Mar Race 3 on Saturday

Date: August 4, 2024 at 7:31:46 AM PDT

FOR IMMEDIATE RELEASE: August 4, 2024

CONTACT: Martha Sullivan, [REDACTED], Kill Racing Not Horses

The San Diego Union-Tribune confirms that 3-year-old Thoroughbred gelding, Handsome Red, "was euthanized on the track. Trained by Craig Lewis, Handsome Red was eased by jockey Kazushi Kimura after suffering a right leg injury."

https://enewspaper.sandiegouniontribune.com/infinity/article_popover_share.aspx?guid=dfab6f8d-b723-4b20-b56d-cd6914846b59&share=true

The SD U-T inaccurately reports that Handsome Red is Del Mar's first Racing Fatality of its 2024 Summer Meet — Giver Not a Taker died from an injury in the 10th Race on Sunday, July 21st, as reported by the SD U-T:

"Del Mar suffered its first fatality of the meeting. Giver Not a Taker was euthanized in the barn area after pulling up in the 10th race with a fractured right front fetlock." <https://www.sandiegouniontribune.com/2024/07/21/richard-baltas-shines-on-day-2-of-del-mar-racing/>

The CA Horse Racing Board reported the 2nd Horse Death of Del Mar Racing's 2024 Summer Meet, 3-year-old filly Savannah Lady died in Training on Tuesday, July 23rd at Del Mar who is listed as a Non-Musculoskeletal Death, which was confirmed by news reports as Sudden Death: https://www.chrb.ca.gov/racing_fatalities_Cat2.aspx

Handsome Red is the 49th* Horse Death of 2024 in California racing and the 3rd at Del Mar Racetrack.

According to the official Race Chart for the 3rd race yesterday, 3-year-old Thoroughbred gelding, Handsome Red, "sustained an injury at the 5/8ths pole, pulled up and was transported off the track via equine ambulance"

<https://www.equibase.com/static/chart/pdf/DMR080324USA3.pdf>

This was Handsome Red's 4th racing start, with the other 3 at Santa Anita Park in April, May and June of this year. Handsome Red's last recorded Workout was July 25th at Del Mar in which he was timed 2nd of 24 horses. Handsome Red earned \$34,500 for his Owners and Breeders, Rainmaker Racing LLC and Bret Lewis, his Trainer Craig Lewis, and his jockeys. His sire was prominent racehorse Clubhouse Ride.

Handsome Red's official Horse Profile: <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=10949311®istry=T&rft=TB#results>

No legitimate sport would tolerate the deaths of 49* of its athletes in 28 weeks of competition in just 1 state (California), much less 3 deaths of its athletes in 1 week in just 1 venue (Del Mar Racing).

*These 49 deaths include Echo Zulu, whose Feb. 18th death at Chino Valley Equine Hospital 4 months after a Training Fracture at Santa Anita Park in preparation for the 2023 Breeders Cup was widely reported by media.

Video of Handsome Red's injury in Saturday's Race 3 at Del Mar:

[Click to Download](#)

Screen Recording 2024-08-03 at 6:17:21 PM.mov
280.2 MB