

CITY OF SAN DIEGO
REQUEST FOR
CITY MANAGER ACTION

TO: CITY MANAGER	FROM: REAL ESTATE ASSETS DEPARTMENT	DATE: 9/15/2005
----------------------------	---	---------------------------

SUBJECT:
Memorandum of Understanding ("MOU") between City's Water Department and Police Department

- ACTION REQUESTED:
1. Authorize the Water Department Director and the Chief of Police to execute the attached MOU.
 2. Authorize the expenditure of \$780.00 for rent from Police Department's FY 2006 budget.

SUPPORTING INFORMATION:

Since May 15, 2002, the City's Police Department has been operating a SWAT Sniper Training Facility on an approximate 2 acre portion of a 1,339 acre parcel of Water Department property located near Lake Barrett. The short term agreement that was used to document this occupancy has now expired, and both parties have agreed to the terms in the attached MOU.

The rent stipulated in the MOU reflects a 10% return on the value of the land (approximate value of \$3,900 per acre x 2 acres x 10% = \$780 per year). The Water Department purchased the property in 1999 for \$1,785 per acre.

The terms of the MOU are as follows:

Initial Term: 5 years

Option to Extend: One additional 5-year term, subject to the approval of the Water Department and the City Manager

Rent: \$780.00 per year paid annually in advance. Rent is to be adjusted yearly by 3% upon each

Other Charges: None anniversary date of the MOU.

ENVIRONMENTAL IMPACT: This activity is not a "project" and is therefore not subject to CEQA per CEQA Guidelines Section 15060(c)(2).

PLEASE ROUTE TO THE APPROPRIATE AUTHORITY - REF: A.R. 25.60 OR 25.70

ACCOUNTING INFORMATION	BUDGETED	UNBUDGETED	ROUTING AND APPROVAL		
FUND	100		APPROVING AGENCY	APPROVAL SIGNATURE	DATE
DEPARTMENT	110		DEPARTMENT DIRECTOR WILLIAM T. GRIFFITH		9/15/05
ORGANIZATION	59921		Water Dept. Director Frank Belock Jr.		9-16-05
OBJECT ACCOUNT	4682		DSD/EAS		9-27-05
JOB ORDER NUMBER	059921		Fin. Mngmnt/CIP		9/27/05
C.I.P. NO.			DEPUTY CITY MANAGER Richard Mendes		9/27/05
FACILITY			AUDITOR		10/3/05
AMOUNT	\$780.00		Chief of Police William Lansdowne		9/28/05
ESTIMATED COST: \$780.00 per year			CITY ATTORNEY Hilda Mendoza		10/6/05
AUDITOR'S CERTIFICATE NUMBER: (FOR AUDITOR'S USE ONLY) 2600256			Originating Dept. James A. Brain		10/6/05
FOR INFORMATION CONTACT: NAME: CRAIG W. GIBSON/James Braun					
MAIL STATION: 51A	TELEPHONE NUMBER: 236-6727/533-6517				



ORIGINAL

MEMORANDUM OF UNDERSTANDING

FOR

SWAT SNIPER FIRING RANGE .

AT

BARRETT LAKE

BETWEEN

THE CITY OF SAN DIEGO WATER DEPARTMENT

AND

CITY OF SAN DIEGO POLICE DEPARTMENT

OUTLINE

SECTION 1: USES	1
1.1 <u>Premises</u>	1
1.2 <u>Uses</u>	1
1.3 <u>Quiet Possession</u>	2
1.4 <u>Parking</u>	2
SECTION 2: TERM	2
2.1 <u>Commencement</u>	2
2.2 <u>Holdover</u>	2
2.3 <u>Option to Extend</u>	2
SECTION 3: RENT	3
3.1 <u>Rent</u>	3
3.2 <u>Payment</u>	3
3.3 <u>Default</u>	3
SECTION 4: INSURANCE	3
4.1 <u>Insurance</u>	3
4.2 <u>Waste, Damage, or Destruction</u>	4
SECTION 5: IMPROVEMENTS/ALTERATIONS/REPAIRS	4
5.1 <u>Acceptance of Premises</u>	4
5.2 <u>Entry and Inspection</u>	4
5.3 <u>Maintenance</u>	4
5.4 <u>Improvements/Alterations</u>	5
5.5 <u>Utilities</u>	5
5.6 <u>Ownership of Improvements and Personal Property</u>	5
5.7 <u>Development Plan</u>	6
5.8 <u>Hazardous/Toxic Waste</u>	6
SECTION 6: GENERAL PROVISIONS	7
6.1 <u>Notices</u>	7
6.2 <u>Compliance with Law</u>	7
6.3 <u>WATER Approval</u>	8
6.4 <u>MOU</u>	8
6.5 <u>Supersedure</u>	8
SECTION 7: LAND USE PROVISIONS	8
7.1 <u>Water Quality - Best Management Practices</u>	8
7.2 <u>Noxious Weeds, Pests, and Erosion</u>	8

7.3	<u>No Warranty</u>	8
7.4	<u>Cutting of Trees</u>	8
7.5	<u>Hold Harmless, Flood Damage and Other Acts of God</u>	9
7.6	<u>Water Rights</u>	9
7.7	<u>SDPD Responsibility for Preserving Environmental, Historical, and Cultural Resources Sites</u>	9
SECTION 8: SIGNATURES		10
8.1	<u>Signature Page</u>	10
SECTION 9: EXHIBITS		11
9.1	<u>Exhibit A</u>	11
9.2	<u>Parcel Map(s)</u>	12
9.3	<u>Description and Listing of SDPD-owned Approved Signs</u>	13
9.4	<u>Description and Listing of SDPD-owned Personal Property</u>	14
9.5	<u>General Development Plan</u>	15
9.6	<u>Best Management Practices</u>	16

CITY OF SAN DIEGO

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between THE CITY OF SAN DIEGO WATER DEPARTMENT ("WATER") and THE CITY OF SAN DIEGO POLICE DEPARTMENT, ("SDPD"), based upon the following facts:

RECITALS

- A. The land consisting of 1339 acres where the Premises is situated is on Lyons Valley Road in the Jamul area of San Diego County. It was acquired in 1999 by WATER to preserve the watershed to Barrett Reservoir.
- B. SDPD has had their SWAT Team Unit for about 20 years and is in need of outdoor space in a rural area where extensive rifle shooting practice can occur.
- C. SDPD is willing to pay WATER for the use of approximately two (2) acres of the property and has budgeted funds which have been approved through the budget approval process.

SECTION 1: USES

- 1.1 Premises. WATER agrees that SDPD shall have exclusive use of approximately two (2) acres of land at Lake Barrett situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "A" attached (the "Premises").
- 1.2 Uses. WATER and SDPD expressly agree that SDPD shall use the Premises solely and exclusively for the purposes of a Police SWAT Sniper Firing Range, in accordance with the General Development Plan referenced in Section 5.7 of this MOU. SDPD agrees that it will seek the prior written approval of WATER as an addendum to this MOU for any other uses on the Premises. No unauthorized hunting shall be permitted in association with use of the sniper range.

SDPD agrees to use the Premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the Premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination of this MOU by WATER.

- 1.3 Quiet Possession. WATER agrees that it will not interfere with SDPD'S use of the Premises during the term of this MOU. However, WATER reserves the right to enter the premises for the purpose of making repairs to or develop municipal resources and services, when necessary.

WATER shall not unreasonably or substantially interfere with SDPD'S use of the Premises and will reimburse SDPD for physical damages, if any, to the permanent improvements located on the Premises resulting from WATER'S activities. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage.

- 1.4 Parking. City staff may park their vehicles and City owned vehicles in the designated parking area only while the facility is in use during the permitted hours of operation. No overnight parking or any vehicle storage is allowed.

SECTION 2: TERM

- 2.1 Commencement. The term of this MOU shall be five years commencing on the first day of the calendar month following execution by the City Manager. "MOU year" as used in this MOU shall mean the 12-month period commencing on the first day of the calendar month following the execution of this MOU by the City Manager.
- 2.2 Holdover. Any holding over by SDPD after expiration or termination shall not be considered as a renewal or extension of this MOU. The occupancy of the Premises after the expiration or termination of this MOU shall continue on a month-to-month basis, and all other terms and conditions of this MOU shall apply provided, however; WATER shall have the right to terminate the MOU and SDPD'S use of the Premises on thirty days written notice.
- 2.3 Option to Extend. Provided that SDPD is in compliance with the terms of this MOU, SDPD has the option, subject to the approval of WATER and the City Manager, to extend this MOU one (1) time for an additional term of five (5) years. Any approved extension shall be subject to all of the original terms of this MOU, except that rent shall be adjusted to reflect any increase in the fair market value of the Premises. Whether the additional five-year term is approved shall be in the

sole discretion of WATER, and conditional upon the approval of the City Manager.

In order to avail itself of the option to extend pursuant to this Section 2.3, SDPD must submit a written request to the Real Estate Assets Department in accordance with Section 6.1, Notices, at least six (6) months prior to the expiration of the MOU.

SECTION 3: RENT

- 3.1 Rent. The initial rent is Seven Hundred and Eighty Dollars (\$780.00) annually, payable in advance on or before the first day of each lease year. Rent is to be adjusted yearly by 3% upon each anniversary date of the MOU.
- 3.2 Payment. An interfund transfer from the General Fund to the Water Fund will be used by SDPD as the method of payment. The Real Estate Assets Department will initiate the interfund transfer documentation.
- 3.3 Default. In the event that SDPD shall default in the performance of any covenant or condition required by this MOU to be performed by SDPD and shall fail to cure said default within thirty (30) days following written notice thereof; or if any such default is not curable within thirty (30) days, and SDPD shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; then WATER may, at its option, immediately terminate this MOU and SDPD'S use of the Premises; and WATER may enter and take possession of the Premises. Provided, however, in the event that any default is not curable within thirty (30) days after notice to SDPD, WATER shall not terminate this MOU pursuant to the default if SDPD immediately commences to cure the default and diligently pursues such cure to completion.

SECTION 4: INSURANCE

- 4.1 Insurance. The City of San Diego is currently self-insured to \$2 million dollars (\$2,000,000) for its public liability insurance, which includes property damage and bodily injury coverage, and budgets annually for its self-administered claims program handled through the Risk Management Department. Claims are processed and administered in accordance with the California Government Code Section 900, et seq. SDPD agrees to pay any and all claims and judgments that the City may become legally obligated to pay under the California Government Code, arising out of any negligence on its part as a result of its activities at the premises. Conversely, Water agrees to pay any and all claims and judgments that the City

may become legally obligated to pay arising out of any negligence on its part as a result of its activities at the premises.

- 4.2 Waste, Damage, or Destruction. SDPD agrees to give notice to READ of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. SDPD agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a satisfactory manner. If the Premises shall be damaged by any cause which puts the Premises into a condition which is not decent, safe, healthy, and sanitary, SDPD agrees to make or cause to be made full repair of said damage and to restore the Premises to the condition which existed prior to said damage; or, at WATER'S option, SDPD agrees to clear and remove from the Premises all debris resulting from the damage and rebuild the Premises in accordance with plans and specifications previously submitted and approved in writing in order to replace in kind and scope the operation which existed prior to damage.

SECTION 5: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 5.1 Acceptance of Premises. By signing this MOU, SDPD represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Premises. SDPD agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this MOU.
- 5.2 Entry and Inspection. WATER reserves and shall always have the right, but not the obligation, to enter the Premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by WATER discloses that the Premises are not in a decent, safe, healthy, and sanitary condition, WATER shall have the right, after ten (10) days' written notice to SDPD, to have any necessary maintenance work done at the expense of SDPD, and SDPD hereby agrees to pay promptly any and all costs incurred by WATER in having such necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy, and sanitary condition.
- 5.3 Maintenance. SDPD agrees to assume full responsibility and cost for the operation and maintenance of the Premises throughout the term. SDPD will make all repairs and replacements necessary to maintain and preserve the Premises in a decent, safe, healthy, and sanitary condition and in compliance with the Development Plan described in Section 5.7, Development Plan, hereof and with all applicable laws. SDPD assumes full responsibility for the removal of all of

their bullets discharged at the site.

- 5.4 Improvements/Alterations. Except as shown on approved Development Plan, herein attached as Exhibits "B", no improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered by SDPD, without prior written approval by the WATER Director. This provision shall not relieve SDPD of any obligation under this MOU to maintain the Premises in a decent, safe, healthy, and sanitary condition. WATER shall not be obligated by this MOU to make or assume any expense for any improvements or alterations whatsoever to the Premises.
- 5.5 Utilities. SDPD agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the MOU Premises. All utilities will be installed underground.
- 5.6 Ownership of Improvements and Personal Property.
- a. Any and all improvements, trade fixtures, structures, and installations or additions to the Premises now existing or constructed on the Premises by SDPD shall at MOU expiration or termination be deemed to be part of the Premises and shall become, at WATER'S option, WATER'S property free of all liens and claims, except as otherwise provided in this MOU.
 - b. If WATER elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, WATER shall so notify SDPD thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and SDPD shall remove all such improvements, structures and installations as directed by WATER at SDPD'S sole cost on or before MOU expiration or termination. If SDPD fails to remove any improvements, structures, and installations as directed, SDPD agrees to pay WATER the full cost of any removal.
 - c. SDPD-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by SDPD by the date of the expiration or termination of this MOU. Any said items which SDPD fails to remove will be considered abandoned and become WATER'S property free of all claims and liens, or WATER may, at its option, remove said items at SDPD'S expense.
 - d. If any removal of such personal property by SDPD results in damage to the remaining improvements on the Premises, SDPD agrees to repair all such damage.

e. Any necessary removal by either WATER or SDPD which takes place beyond said expiration or termination hereof shall require SDPD to pay rent to WATER at the rate in effect immediately prior to said expiration or termination.

f. Notwithstanding any of the foregoing, in the event SDPD desires to dispose of any of its personal property used in the operation of said Premises upon expiration or termination of this MOU, then WATER shall have the first right to acquire or purchase said personal property.

5.7 Development Plan. SDPD agrees to develop and maintain at all times during the term the Premises in accordance with the General Development Plan attached hereto as Exhibit 9.6. The City Manager or his or her designee shall have the authority to authorize changes to the plan. Failure by SDPD to comply with the General Development Plan shall constitute a default.

5.8 Hazardous/Toxic Waste. Except for lead bullets, which is herein acknowledged will be deposited on the Premises as a result of the Firing Range, an approved use within Section 1.2, Uses, SDPD will not allow the installation or release of hazardous substances in, on, under or from the Premises. Best Management Practices for the prevention of lead migration from bullets deposited into the earthen backstop and any remediation and disposal of lead from the backstop as determined necessary by SDPD, are addressed in Exhibit 9.6.

For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substance. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as City Clerk Document 769704-1.

In the event of any release of a hazardous substance, SDPD shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

Except for lead bullets as noted in Section 7.1, if SDPD knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Premises, SDPD shall give written notice to the WATER Director within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if SDPD knows, or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, SDPD shall notify

the WATER Director immediately upon receipt of this knowledge or belief and shall take all acts necessary to alleviate such danger. SDPD will notify the WATER Director immediately of any notice of violation received or initiation of environmental action or private suits relative to the Premises. In addition, SDPD shall not utilize or sell any hazardous substance on the property without the prior written consent of WATER.

Notwithstanding the above, SDPD shall not be responsible for any toxic waste or hazardous substance disposed of or discharged on the Premises prior to SDPD'S initial occupancy of the Premises under this MOU or any prior written or oral agreement with WATER.

SECTION 6: GENERAL PROVISIONS

- 6.1 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid as follows:

To WATER:

Real Estate Assets Department
1200 Third Avenue, Suite 1700
M.S. 51A
San Diego, CA 92101

To SDPD:

Program Manager
City of San Diego Police Department
Organizational Effectiveness Division
1401 Broadway
San Diego, CA 92101-5729

- 6.2 Compliance with Law. SDPD shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of WATER, county, state, and federal governments at SDPD'S sole cost and expense. In addition, SDPD shall comply with any and all notices issued by the WATER Director or his or her authorized representative under the authority of any such law, statute, ordinance, or regulation.

- 6.3 WATER Approval. The approval or consent of WATER, wherever required in this MOU, shall mean the written approval or consent of the Director of the City Water Department, conditional upon the approval of the City Manager where necessary or appropriate.
- 6.4 MOU. This MOU is a managerial documentation of the understanding between two departments of the City of San Diego. WATER and SDPD understand that neither department is a separate legal entity and that this MOU is conditioned upon approval of the City Manager, is enforceable only by the City Manager, and can be voided by the City Manager, at any time for any reason in his or her discretion.
- 6.5 Supersedure. It is mutually agreed that this MOU, upon its execution, supersedes and annuls that certain Right of Entry Permit executed on the 15th day of May, 2002, with the City of San Diego Police Department, which is hereafter void and of no effect.

SECTION 7: LAND USE PROVISIONS

- 7.1 Water Quality - Best Management Practices. The Premises are within the Barrett Lake Watershed, a water asset of the City of San Diego. The success of the Watershed for potable water, aquatic recreation and wildlife habitat purposes depends on the continued protection of water quality. To further these goals, SDPD agrees to maintain at all times during the term Best Management Practices (BMPs) for prevention of lead migration from bullets deposited into the earthen backstop and sedimentation in rainfall runoff from the earthen backstop, in accordance with the BMP Plan attached hereto as Exhibit 9.6.
- The BMP Plan shall be subject to annual review by WATER.
- 7.2 Noxious Weeds, Pests, and Erosion. SDPD shall take proper corrective action, to the satisfaction of WATER, to prevent the infestation of noxious weeds, pests, and erosion throughout the entire MOU Premises.
- 7.3 No Warranty. WATER does not warrant that the Premises are suitable for the purposes as stated in this MOU.
- 7.4 Cutting of Trees. No growing or mature trees are to be destroyed or removed without prior written consent of WATER. Trees growing along roadways may be trimmed back as required by SDPD.

- 7.5 Hold Harmless, Flood Damage and Other Acts of God. SDPD understands and agrees that the Premises and surrounding area are subject to flood damage and that other damage may result to the Premises from other circumstances, including weather conditions and such causes as fire and earthquakes. SDPD agrees that any damages resulting from flooding or such other causes shall not result in any liability on the part of WATER. SDPD further specifically agrees that WATER shall have no obligation whatsoever to construct or maintain channels or to construct, maintain, or operate reservoirs or release water from reservoirs in such a way as to control, alleviate, or minimize potential damages to the leasehold area. SDPD specifically assumes the risk of all damages that occur within the leasehold area resulting from flooding or weather conditions or other natural causes.
- 7.6 Water Rights. There is hereby reserved to WATER, and SDPD herein expressly agrees that in addition to the reservations made in Section 1.3, Quiet Possession, hereof, WATER shall have the right throughout said term to divert, impound, store and transport by means of dams, reservoirs, or by pumping any and all water, both surface and underground, which flows over, under or across the Premises, together with the right to divert by percolating through any of the Premises. SDPD shall have no water rights.
- 7.7 SDPD Responsibility for Preserving Environmental, Historical, and Cultural Resources Sites. SDPD understands and agrees that, in connection with environmental surveys commissioned by WATER or performed by others pursuant to a Right of Entry Permit, environmental, historical, or cultural resources may be identified within the Premises. SDPD agrees that it shall be responsible for protecting such sites and resources to the extent reasonably feasible. Provided, however, if additional costs are required, such as fencing, the installation and maintenance costs involved shall be shared equitably between SDPD and WATER.

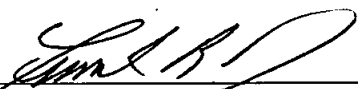
SECTION 8: SIGNATURES

8.1 Signature Page.

IN WITNESS WHEREOF, this MOU is executed by WATER, acting by and through its Director, and by SDPD, acting by and through its Chief, and authorized and approved by the City Manager for the City of San Diego.

WATER DEPARTMENT

Date 10-7-05

By 
Frank Belock, Director

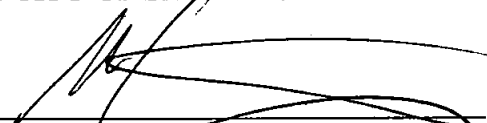
SAN DIEGO POLICE DEPARTMENT

Date _____

By 
William Lansdowne, Chief of Police

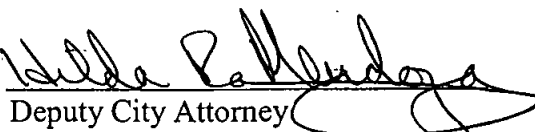
THE CITY OF SAN DIEGO

Date 10-7-05

By 
P. Lamont Ewell, City Manager

APPROVED as to form this 6th day of October, 2005.

MICHAEL J. AGUIRRE, CITY ATTORNEY

By 
Deputy City Attorney

JAB/cb

8/16/05

I:\WPO\2004\BRAUN\MOU-CITY OF SAN DIEGO POLICE DEPT.wpd

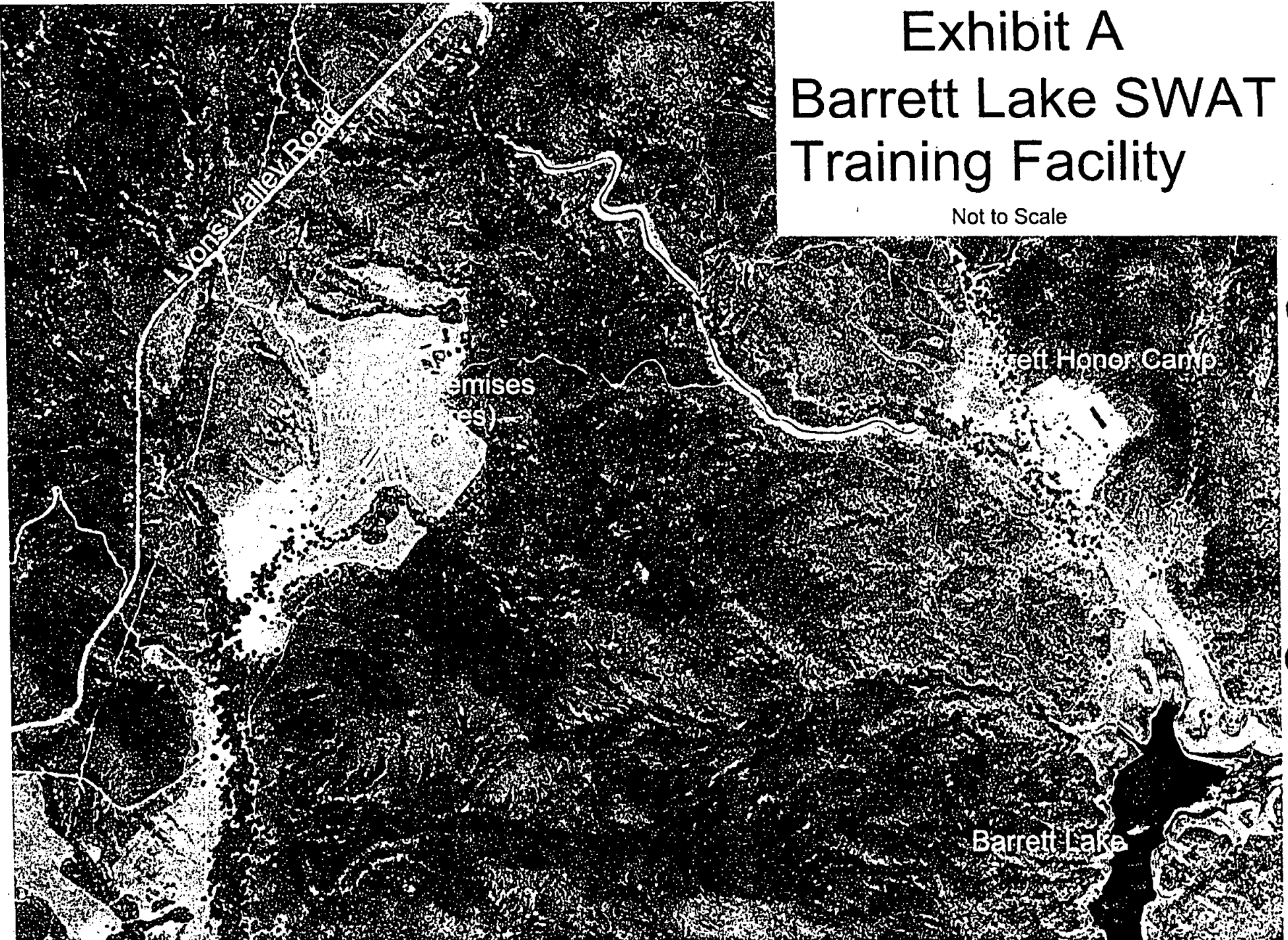
SECTION 9: EXHIBITS

9.1 Exhibit A.

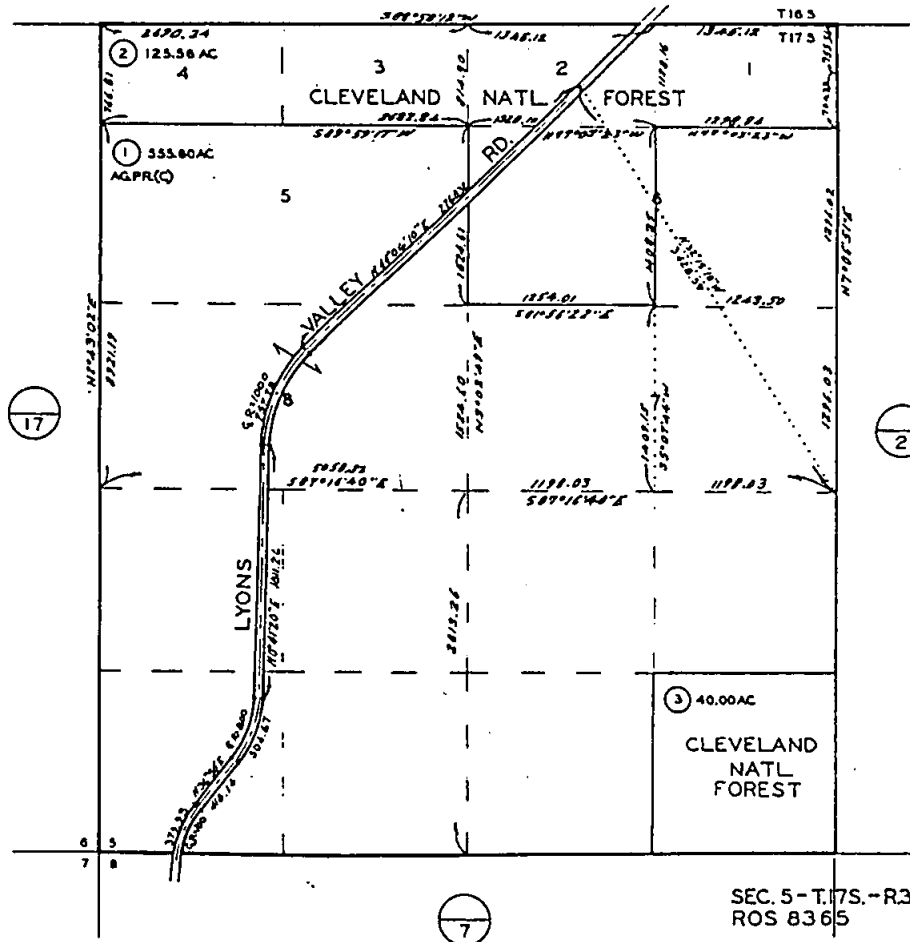
Exhibit A

Barrett Lake SWAT Training Facility

Not to Scale



9.2 Parcel Map(s).

$$\frac{524}{20}$$


SEC. 5 - T. 17S. - R. 3E.
ROS 8365

9-5-79 Sw

[illegible]

010-105

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 601, PAGE 01, MAPPED FOR ASSESSMENT PURPOSES ONLY

9.3 Description and Listing of SDPD-owned Approved Signs.

The following signs are approved for the Lake Barrett Training Facility:

Firing Range Identification Sign - approximately 96" x 36"

City Ownership Sign - approximately 18" x 24"

Parking Area Signs - approximately 12" x 18" (two signs)

Range Safety Rules Sign - approximately 60" x 24"

Range Procedures Sign - approximately 24" x 36"

9.4 Description and Listing of SDPD-owned Personal Property.

One 8' x 20' metal storage container
Twelve shooting/cleaning fences

Exhibit B

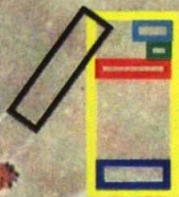
Barrett Lake Development Plan

Training Area
Covered Shooting Structure
Impact Area
Parking Area
Storage Container
Classroom Trailer



Not to Scale

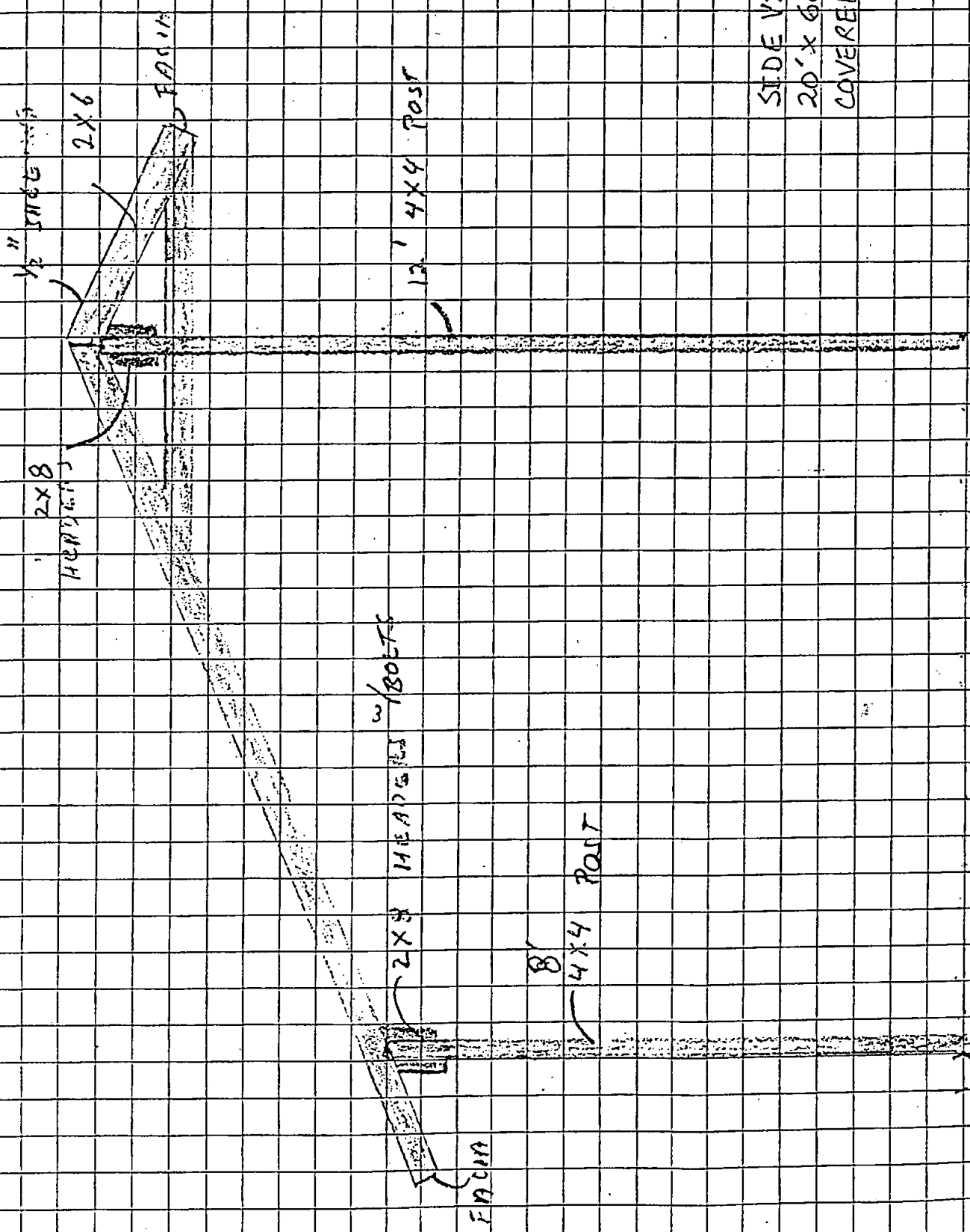
Lyons Valley Road



9.5 General Development Plan.

See attached Exhibit B and Exhibit B-2.

EXHIBIT B-2



SIDE VIEW
20' x 60'
COVERED STRUCTURE

9.6 Best Management Practices

BEST MANAGEMENT PRACTICES FOR LEAD AT THE SAN DIEGO POLICE DEPARTMENT BARRETT RESERVOIR SNIPER TRAINING AREA

This document is a guide for managing the lead from bullets discharged at the outdoor shooting area at Barrett Reservoir. The Best Management Practices (BMPs) are adopted from the EPA's Best Management Practices for Lead at Outdoor Shooting Ranges. The BMPs employed are specific to the Barrett Reservoir shooting area and they take into account the physical characteristics of this site, the operational aspects of the shooting range, and the recommendations in the San Diego Water Department's *Source Water Protection Guidelines for New Development* [2004].

The EPA guidelines state that the physical characteristics which need to be evaluated include the following: range size, soil characteristics (pH and soil type), annual precipitation, topography/runoff directions, groundwater, and vegetation. The operational aspects which need to be evaluated include the following: lead volume, size of Shot/Bullets, operating schedule, shooting direction and pattern, and range life expectancy.

Each of these physical characteristics and operational aspects are addressed in the following paragraphs. Included in each paragraph is an assessment of how the Barrett Reservoir shooting area relates to each issue, and identification of applicable BMPs.

Range Size - The Barrett Reservoir site is very small by outdoor shooting range standards. The firing line is 110 yards back from the impact area and it is approximately 20 yards wide in order to accommodate 15 shooters at a time. The only impact area for the site is an earthen berm ("backstop") approximately eight feet tall and 20 yards long.

Soil Characteristics (pH and soil type) – The San Diego Police Department imported dirt to the site to construct the earthen backstop that consists of dense soil with a neutral pH, which is ideal for preventing lead migration. Soil from the earthen backstop and the area adjacent to it is monitored annually to ensure that the pH is kept between 6.5 and 8.5. Soil sampling and testing results are forwarded to the Water Department's Water Quality Laboratory at Alvarado Water Treatment. If the pH of the soil needs to be adjusted, granular or pelletized lime (found at any lawn and garden center) will be spread over the soil. More information about this practice can be found in the EPA's Best Management Practices for Lead at Outdoor Shooting Ranges, chapter III, page III-6.

Annual Precipitation – In the 85 year period of record, the annual rainfall at Barrett Dam ranges from 6 to 36 inches. Thirteen percent of the rain years had annual rainfall of 25 inches or more. While this is below the average for the northeastern United States (where the EPA developed the BMPs), which is between 40 and 45 inches per year, prudent management requires planning for rainfall at the higher end of the range. Rainfall and the corresponding runoff provide the primary means by which lead is

transported. Rainfall at the Barrett Reservoir site is not a limiting factor for lead migration.

Topography/Runoff Directions - The gentle sloping ground surrounding the earthen backstop is ideal to prevent rapid runoff or pooling of water, both of which are undesirable conditions for the containment of lead. In addition, the Water Department recommends placement of a row of gravel bags, 2-3 feet from the toe of the earthen backstop and 2-3 bags in height, along the downhill side of the backstop to filter sediments in rainfall runoff from the earthen berm itself. Any erosion of the earthen backstop due to heavy rainfall shall be repaired via backfilling and compaction with similar soil.

Groundwater - The groundwater depth at the site is difficult to know with certainty. According to the local well drillers, depths to groundwater in the area vary from 200 to 600 feet deep.

Vegetation - The entire area is heavily grown over with weeds and grass. Native grass was planted on the earthen backstop after it was constructed. This heavy groundcover additionally restricts the potential for lead migration caused by rainwater runoff.

Lead Volume/Operating Schedule - The shooting at this site is limited to training for the SWAT Sniper Team. The sniper team trains two times each month for approximately four hours. Occasionally the team conducts additional classes for additional SWAT team members, but these uses are infrequent and limited to rifle shooting only. An ongoing log documents the number of rounds of each caliber that are fired during each training evolution (Attachment 1).

Size of Shot/Bullets - The rounds fired at this range are nearly all .308 caliber or .223 caliber rifle bullets. In both cases, the bullets are constructed with a lead core, fully encapsulated in a copper jacket. Frequently, the bullet will maintain its integrity after impact, keeping the lead encapsulated within the copper jacket. Even when the copper jacket ruptures the lead core will normally remain bonded to portions of the copper.

Shooting Direction and Pattern - All of the shooting at this site is conducted in such a manner that the projectiles impact into the earthen backstop on a northwest facing slope. There is no other impact area at the site.

Reclamation of Lead Accumulation - The earthen backstop is evaluated annually to determine when the lead needs to be reclaimed. Removal of the lead from the earthen backstop can be planned to coincide with the removal of lead from other police ranges located on Federal Boulevard. Lead removal and disposal will follow EPA procedures.

Barrett Lake Sniper Training Area Log

[illegible]

**CITY OF SAN DIEGO
M E M O R A N D U M**

DATE: May 26, 2005

TO: James Braun, Property Agent via Madison F. Wiggins *MTW*
Supervising Property Agent, Asset Management & Marketing

FROM: Lucille Galvin, Property Agent via Lane MacKenzie *L/G*
Supervising Property Agent, Acquisition and Valuation Division

SUBJECT: AP: 2616 - Interim Rental Value for the Police Swat Sniper Firing Range at the Eichenlaub Ranch: Two-acre Portion of Water Department's 1,339 Acre Ownership near Lake Barrett

At your request, I have performed a brief analysis of the fee simple value of the land and potential rent in connection with the above project and have concluded with the following preliminary estimate of fair market value:

Fee Simple Market Value: \$3,900 per acre

Market Rent: 2 acres @ \$3,900 per acre x 10% per year = \$780 per year

The parcel considered for lease is a two acre portion of 1,339 acres adjacent to Lake Barrett on Lyons Valley Road in the unincorporated area of eastern San Diego County. The highest and best use is for holding the land for speculative investment and capital appreciation. The property is not imminent for development. The property is within the southwestern boundaries of the Cleveland National Forest approximately seven miles south of Interstate 8, ten miles north of the United States/Mexico border. Surrounding land uses are rural in character consisting primarily of home sites and horse ranches that are interspersed with large tracts of unimproved acreage. The Barrett Honor Camp is located just northerly of the property off Lyons Valley Road.

A search was made to gather information on sales and current listing of lands with similar highest and best use potential for direct comparison to the subject. The most comparable transaction is the April 2005 purchase of the Monte Vista Ranch; it could not obtain entitlements for subdivision and was purchased by the Nature Conservancy. The sale consists of 4,756 acres of land between Ramona and San Vicente Reservoir in San Diego County. The purchase price was \$15,900,000 or \$3,920 per acre and required no adjustment. A second "pending" sale was found near the subject on the Mother Grundy Truck Trail (APN 600-190-05). This property is in escrow as of May 2005 at \$3,500 per acre and consists of 362 acres. Its moderate to steeply sloping topography is considered slightly inferior to the subject and required an upward adjustment. Market exposure time for this property is estimated to be less than one year. Typically land leases are based a fair return to the underlying land value, generally about 10% on an annual basis.

The purpose of the report is to provide an estimate of market value and market rental rate in terms of cash as defined by FIRREA. It is intended for internal use only between City departments (the client). This report is intended to be a Limited Appraisal and Restricted Use Report as defined by USPAP 2005 for internal purposes only with supporting data retained in my files. The date of value is May 26, 2005 and the date of the report is May 26, 2005. These conclusions represent my opinion based on the limited scope of the appraisal which included a review of data found in the Multiple Listing Service, Comps Inc., Win2data, the San Diego Union, general knowledge of the Lake Barrett area, and an inspection of the site when it was purchased by the City in 1999. I have not discussed the subject with City Development Services or staff to confirm the development potential nor have I performed an extensive search for leased parcels of limited utility in this area. A current title report was not provided for review. The appraiser is not responsible for unauthorized use of this report.

If you have any questions, please contact me at (619) 236-6987.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Lucille Galvin', with a stylized flourish at the end.

Lucille Galvin, SR/WA

Property Agent

State of California, Certified General Appraiser - AG023977

cc: Carol Chiodo

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect the parties involved.
- I have no bias with respect to the property that is the subject of this report the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing reporting predetermined results.
- my compensation for completing this assignment is not contingent upon development or reporting of a predetermined value or direction in value favors the cause of the client, the amount of the value opinion, the attainment stipulated result, or the occurrence of a subsequent event directly related intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have not made a personal inspection of the property that is the subject of this report.
- no one provided significant real property appraisal assistance to the signing this certification.



May 26, 2005

Lucille Galvin, SR/WA
Property Agent, Real Estate Assets Department
California Certified General Appraiser AG023977

LIMITING CONDITIONS

1. That the vesting and legal description furnished this appraiser are correct.
2. That measurements and areas furnished by others are correct. No survey has been made for the purpose of this appraisal.
3. That the property is appraised as if free and clear of liens and that the title is good and merchantable.
4. That no guarantee is made as to the correctness of estimates or opinions furnished by others that have been used in making this appraisal.
5. That no liabilities be assumed due to inaccuracies in such estimates or opinions.
6. That no liability is assumed due to matters of a legal nature, affecting this property, such as title defects, liens, encroachments, overlapping boundaries, etc.
7. That this appraisal is subject to review upon presentation of data that might be later made available, undisclosed or not available at this writing.
8. That the appraiser herein, by reason of this appraisal, is not required to give testimony or attendance in court or any governmental hearing with reference to the property in question, unless arrangements have previously been made therefore.
9. That no liability is assumed due to the existence of hazardous material or toxic waste on the subject property.
10. That no liability is assumed for specific compliance with the requirements of the Americans with Disabilities Act (ADA).