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Exempt from fees per Gov't Code § 6103
To the benefit of the City of San Diego

Attorneys for Petitioners/Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CITY OF SAN DIEGO and CYBELE L.
THOMPSON, in her official capacity as the
Director of the City of San Diego's Real Estate
Assets Department,

Petitioners/Plaintiffs,

v.

ELIZABETH MALAND, in her official capacity
as San Diego City Clerk, and MICHAEL VU, in
his official capacity as San Diego County
Registrar of Voters,

Respondents/Defendants

JACK McGRORY and STEPHEN P. DOYLE,
Real Parties in Interest

CASE NO.: 37-2018-00023290-CU-WM-CTL

**PETITION FOR WRIT OF MANDATE;
COMPLAINT FOR JUDICIAL
DECLARATION THAT THE PROPOSED
SDSU WEST INITIATIVE CANNOT
LAWFULLY BE SUBMITTED TO
VOTERS; AND REQUEST FOR
INJUNCTIVE RELIEF TO RELIEVE
CITY OFFICIALS FROM OBLIGATION
TO SUBMIT SDSU WEST INITIATIVE TO
VOTERS ON NOVEMBER 2018 BALLOT**

(CCP §§ 1085, 1060 and 526; Elections Code
§ 13314)

**ELECTION MATTER
EXPEDITED ACTION REQUESTED**

Petitioners/Plaintiffs City of San Diego allege:

1 **INTRODUCTION**

2 Petitioners/Plaintiffs City of San Diego (“Petitioners”) and its Director of Real Estate
3 Assets Department ask the Court to determine whether a proposed initiative measure titled
4 “SDSU West Campus Research Center, Stadium and River Park Initiative” (“INITIATIVE”)
5 may lawfully be submitted to the voters of the City of San Diego. The INITIATIVE is one of
6 two proposed initiatives that seek to seize control of one of Petitioner City of San Diego’s largest
7 remaining developable real estate assets: the stadium site that was formerly home to the San
8 Diego Chargers. While the right of citizens to bring initiatives is an important democratic tool, it
9 is not unfettered. The initiative process cannot be used in a manner that conflicts with higher
10 laws, nor can it be used to usurp the administrative authority of the Mayor and Council to handle
11 the affairs of the City for the benefit of all its citizens.

12 Petitioners submit that the INITIATIVE cannot lawfully be presented to voters because it
13 suffers from several fatal flaws. First and foremost, the right of initiative extends only to
14 legislative actions and the INITIATIVE impermissibly directs a broad range of executive and
15 administrative actions that the voters have delegated to the Mayor in the San Diego City
16 Charter. The INITIATIVE seeks to take control of one of the City’s major real estate assets with
17 contract requirements that do not ensure that the City’s best interests are protected and which the
18 City Council itself could not impose.

19 The INITIATIVE would impermissibly interfere with the Mayor and City Council’s
20 collective responsibility for the City’s finances, land use and planning, water use, and public
21 contracts. It substitutes private development decisions for oversight and management by City
22 officials for more than 130 acres of land – including the critical San Diego River area – for
23 decades, and conflicts with state law governing the California State University (“CSU”) system.
24 Finally, the INITIATIVE may not be submitted to voters because its most critical terms propose
25 only the possibility of future legislative action and do not propose enforceable legislative action.

26 The measure proposes the sale of approximately 132 acres of City-owned real property in
27 the vicinity of SDCCU Stadium (formerly Qualcomm Stadium) (“PROPERTY”) to San Diego
28 State University (“SDSU”) if an agreement is reached that meets the terms of the INITIATIVE.

1 However, it directs a sale to “SDSU” and it defines that term to include both the University and
2 “any auxiliary organization, entity or affiliate.” In addition, although the INITIATIVE purports
3 to authorize and direct sale of the PROPERTY to SDSU, the measure is not proposed by SDSU
4 and would not be binding in any way on SDSU.

5 The INITIATIVE contemplates, but does not require, a sale of the PROPERTY that
6 “shall provide for the development of” a joint use stadium; a River Park; recreation space and
7 parks; athletic fields; and “facilities,” including academic and administrative buildings, retail,
8 office and hotel space, university and private housing, and transportation uses. The INITIATIVE
9 defines all contemplated development as “Bona Fide Public Purposes.” The INITIATIVE states
10 that the sale “shall be at such price and upon such terms as the Council shall deem to be fair and
11 equitable and in the public interest,” but it defines the fair market value to be the appraisal value
12 as of October 2017 regardless of when it is actually sold, and directs that the value not reflect the
13 proposed development.

14 The INITIATIVE does not propose any zoning changes or any specific plan that would
15 control development of the PROPERTY, which it leaves to the CSU/SDSU Master Plan process.
16 However, it amends the Municipal Code to provide the terms of the sale and related process.
17 The INITIATIVE may not be amended for 20 years without approval by voters, although its
18 terms do not address the City’s rights in the event a sale does not occur.

19 Because the INITIATIVE exceeds the limits of the right to act by initiative, the City has
20 determined it is necessary to seek relief from the duty to put the initiatives on the ballot in
21 November, and asks the Court to decide these fundamental issues related to the use of initiative
22 “contracts” to use, develop, and/or dispose of important City-owned assets.

23 **THE NEED FOR PRE-ELECTION REVIEW IN THIS CASE**

24 Although the courts have sometimes expressed a preference for reviewing the legality of
25 initiatives after an election, the Supreme Court has made clear that pre-election judicial review
26 may be necessary and appropriate. Where, as here, the proposed initiative impermissibly
27 conflicts with state law, is beyond the voters’ power to act through initiative, and/or would
28 significantly interfere with essential governmental functions, the courts have a duty to remove

1 the matter from the ballot. "The presence of an invalid measure on the ballot steals attention,
2 time and money from the numerous valid propositions on the same ballot. It will confuse some
3 voters and frustrate others, and an ultimate decision that the measure is invalid, coming after the
4 voters have voted in favor of the measure, tends to denigrate the legitimate use of the initiative
5 procedure." (*American Federation of Labor v. Eu* (1984) 36 Cal.3d 687, 697.)

6 The illegality of the INITIATIVE is strictly a question of law and thus particularly suited
7 for pre-election review. Deferring review of the INITIATIVE until after the election would
8 potentially waste tens of thousands of dollars of taxpayer money incurred in the process of
9 preparing such an initiative for the ballot. It is likely to cost taxpayers several hundred thousand
10 dollars to place the INITIATIVE on the November 2018 ballot, plus an additional amount in
11 staff time and resources to comply with all the elections procedures, respond to inquiries from
12 the public, and otherwise prepare for the election. Upon information and belief, the City will
13 begin incurring costs related to preparation of the ballot materials beginning in mid- to late July
14 2018. In addition, proponents and opponents of the measure will spend considerable amounts of
15 money in support of their respective positions; the measure is likely to create significant
16 divisions within the community; and the City will be prohibited as a practical matter from
17 making any decisions regarding this property as long as there is the potential for submission to
18 the voters.

19 In sum, pre-election review of the INITIATIVE is necessary and appropriate in this case.
20 As one appellate court has explained:

21 If an initiative ordinance is invalid, no purpose is served by submitting it to the
22 voters. The costs of an election – and of preparing the ballot materials necessary
23 for each measure – are far from insignificant. [] Proponents and opponents of a
24 measure may expend large sums of money during the election campaign.
25 Frequently, the heated rhetoric of an election campaign may open permanent rifts
26 in a community. That the people's right to directly legislate through the initiative
27 process is to be respected and cherished does not require the useless expenditure
28 of money and creation of emotional community divisions concerning a measure
which is for any reason legally invalid.

(*Citizens for Responsible Behavior v. Superior Court* (1991) 1 Cal.App.4th 1013, 1023-24.)

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1 21. On February 15, 2018, the San Diego City Clerk certified that the petitions in
2 support of the INITIATIVE contained a sufficient number of signatures to qualify for
3 presentation to City voters.

4 22. On March 12, 2018, the City Clerk presented her certification of the INITIATIVE
5 to the City Council. The Municipal Code provides that upon certification, the City Council shall
6 either adopt the INITIATIVE without alteration, or submit the INITIATIVE, without alteration,
7 to City voters for their consideration. (SDMC §§ 27.1034, 27.1035.)

8 23. On March 12, 2018, the Council voted to submit the proposed INITIATIVE to the
9 voters on a future ballot. Pursuant to SDMC § 27.1037, the INITIATIVE must be submitted to
10 the San Diego voters at or before a special election consolidated with the next City-wide General
11 Election ballot to be held in November 2018 unless a court orders otherwise.

12 24. The INITIATIVE states that its purpose and intent is to adopt a “new legislative
13 policy” to authorize, direct and provide the means for the sale of the PROPERTY to SDSU in
14 order to develop a new stadium and related development. However, the measure is not proposed
15 by SDSU and would not be binding in any way on SDSU.

16 25. The INITIATIVE would require the City to sell approximately 132 acres in the
17 vicinity of SDCCU Stadium to SDSU if an agreement is reached that meets the terms of the
18 INITIATIVE, although it defines “SDSU” to include not only the University, but also “any
19 auxiliary organization, entity or affiliate,” and thus appears to authorize a private entity to enter
20 into the sales transaction as well.

21 26. The INITIATIVE contemplates that any sale “shall provide for the development
22 of” a joint use stadium; a River Park; recreation space and parks; athletic fields; and facilities
23 including academic and administrative buildings, retail uses, hotel space, university and private
24 housing, and transportation uses. The INITIATIVE does not itself provide for or require these
25 developments and it does not specify how the foregoing elements shall be “provided for.”

26 27. The INITIATIVE states that the sale will be for “Bona Fide Public Purposes” but
27 it defines that term to include uses not only for public or governmental purposes, such as public
28 university uses, institutional uses, offices, stadium, park, open space, academic uses, parking,

1 housing, and hotel uses, but also “public-private partnership support uses and facilities, including
2 but not limited to commercial, neighborhood-serving retail, research, technology, development,
3 entrepreneurial, and residential uses, because all such uses, individually and cumulatively,
4 promote or facilitate SDSU’s higher education mission, goals and objectives.” The INITIATIVE
5 also states that SDSU is not precluded from engaging in any public-private partnerships.

6 28. If a sale to SDSU or a private entity results, the buyer is permitted to sell, lease, or
7 exchange any portion of the PROPERTY.

8 29. The INITIATIVE states that the sale “shall be at such price and upon such terms
9 as the Council shall deem to be fair and equitable and in the public interest.” However, it defines
10 “fair market value” to be appraisal value as of October 2017, regardless of when it is actually
11 sold, and directs that the value not reflect the proposed development.

12 30. The INITIATIVE does not propose any zoning changes or any specific plan that
13 would control development of the PROPERTY, but it adds terms to the Municipal Code that
14 would govern any proposed sale. In terms of planning, it states that the PROPERTY shall be
15 “comprehensively planned through an SDSU Campus Master Plan revision process.” The
16 INITIATIVE also states that SDSU “shall use the content requirements of a Specific Plan” under
17 state zoning law, although the INITIATIVE acknowledges that use of such requirements would
18 not be required by the SDSU Campus Master Plan revision process.

19 31. The terms of the INITIATIVE may not be amended for 20 years without approval
20 by voters. The INITIATIVE provides no remedies or alternatives in the event the PROPERTY is
21 not purchased.

22 32. A sale of the PROPERTY to SDSU could potentially cause the City to lose
23 substantial lease revenue and property tax revenue, as well as permanently lose the ability to use
24 a ground lease as collateral for lease revenue bonds.

25 33. The City estimates that it will cost the City several hundred thousand dollars to
26 place this matter before the voters of San Diego at the November 2018 election.

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**The INITIATIVE Contains Administrative Provisions
That Are Not Permissible for an Initiative**

1
2 34. The right of citizens to act through initiative has long been construed to extend
3 only to legislative acts and not to administrative or executive acts. (Cal. Const., art. II, § 11;
4 Charter, Article II, § 23; SDMC § 27.1001; *Citizens for Jobs & the Economy v. County of*
5 *Orange* (2002) 94 Cal.App.4th 1311, 1332; *City of San Diego v. Dunkl* (2001) 86 Cal.App.4th
6 384, 399.)

7 35. Although the INITIATIVE states that it is proposing legislative action, it is in fact
8 directing the City to take executive action to negotiate and sell only the specific PROPERTY to a
9 narrowly identified purchaser for specific purposes with critical elements of the agreement
10 provided by the INITIATIVE. In so doing, it is prescribing administrative or executive action
11 that is impermissible for an initiative.

12 36. The negotiation and execution of a real estate sales agreement is itself an
13 administrative act.

The INITIATIVE Conflicts With the San Diego City Charter

14
15 37. Under the San Diego Charter, all executive authority is delegated to the Mayor,
16 who has the additional “rights, powers and duties” to “execute and enforce all laws, ordinances,
17 and policies of the City.” (Charter, Article XV, §§ 260, 265.)

18 38. These Charter provisions vest in the Mayor the exclusive authority to negotiate
19 contracts on behalf of the City, including leases, sales of land, and development agreements.
20 The City Council is responsible for approving or disapproving certain contracts proposed by the
21 Mayor.

22 39. The City Council cannot take action that would interfere with the Mayor’s
23 executive authority, and the right of initiative extends only to such legislative authority as is
24 possessed by the Council itself. The authority to negotiate contracts and sales of public property
25 is administrative rather than legislative and is outside the Council’s authority.

26 40. The INITIATIVE interferes with the Mayor’s authority by, inter alia, requiring
27 him to execute a sales agreement with critical terms already provided by the INITIATIVE. It

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1 also interferes with the Council's authority to review contracts and make determinations about
2 whether they are in the best interest of the City.

3 41. Although the INITIATIVE states that it does not "abrogate" the Mayor's
4 administrative or executive authority, its terms significantly circumscribe the Mayor's authority
5 to negotiate the sale of real property by requiring that any sale comply with numerous terms set
6 forth in the INITIATIVE. These terms include the most critical deal points, including how "fair
7 market value" is defined, leaving the Mayor severely constrained in negotiating the price.

8 42. The Charter also requires that the sale of more than 80 contiguous acres be
9 authorized by ordinance and ratified by a vote of the electorate unless the sale is to a
10 governmental entity for a bona fide governmental purpose. (Charter, Article XIV, § 221.) The
11 INITIATIVE provides for the sale of 132 acres without prior public approval.

12 43. The INITIATIVE appears to contemplate compliance with the Charter by
13 requiring a sale to "SDSU" for "Bona Fide Public Purposes." However, the INITIATIVE
14 defines "SDSU" to include non-governmental entities ("any SDSU auxiliary organization, entity,
15 or affiliate"). Even if the definition was narrowed to SDSU, the uses of the property
16 contemplated in the INITIATIVE go beyond a "bona fide governmental purpose" as provided in
17 the Charter. The INITIATIVE requires that the sale be for "Bona Fide *Public* Purposes" rather
18 than "governmental" purposes, but it also defines that term to include "public-private partnership
19 support uses and facilities, including but not limited to commercial, neighborhood-serving retail,
20 research, technology, development, entrepreneurial, and residential uses, because all such uses,
21 individually and cumulatively, promote or facilitate SDSU's higher education mission, goals and
22 objectives." These uses are not "bona fide governmental purposes" within the meaning of the
23 Charter.

24 44. The uses required by the INITIATIVE do not meet the Charter requirements for a
25 sale to a governmental entity without prior voter approval.

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**The INITIATIVE Conflicts With State Law Governing
Development of State University Property**

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2 45. A local initiative cannot direct action in violation of state law in matters of
3 statewide concern. The INITIATIVE violates provisions of state law, including but not limited
4 to, the following:

5 46. The INITIATIVE would require the City to sell the property to SDSU, although
6 SDSU has taken no action to date to purchase the PROPERTY.

7 47. The purchase and development of real property, or any capital expenditures, by
8 CSU is highly regulated by state law. (Educ. Code, § 67500 et seq.) The process must be part of
9 long-range planning and expenditures approved by the Legislature.

10 48. The CSU Board of Trustees is vested with full power and responsibility for the
11 construction and development of any CSU buildings or facilities or improvements connected
12 with CSU. (Educ. Code, 66606.)

13 49. The INITIATIVE suggests that SDSU can simply negotiate an agreement to
14 purchase the PROPERTY, and commit to building the stadium and the extensive non-University
15 development required by the INITIATIVE. This appears to be contrary to the process set forth
16 in state law governing CSU (and SDSU).

17 50. The INITIATIVE also purports to direct SDSU to use processes for public input
18 and the contents of site planning that are inconsistent with the Master Plan process provided in
19 state law.

**The INITIATIVE Impermissibly Interferes With
Essential Government Functions**

20
21 51. An initiative cannot be used where “the inevitable effect would be greatly to
22 impair or wholly destroy the efficacy of some other governmental power, the practical
23 application of which is essential.” (*Simpson v. Hite* (1950) 36 Cal.2d 125, 134.)

24 52. The INITIATIVE would impermissibly impair the authority of the Mayor and
25 City Council to make basic financial and land use decisions for the PROPERTY. This
26 PROPERTY is one of the City’s largest real property holdings and one of its primary real
27 property assets. The INITIATIVE does not allow the City to determine the best and highest use
28 for the PROPERTY and would require the City to sell a valuable asset at less than an arm’s

1 length transaction. Nor does it allow the City to determine the optimal development from a
2 fiscal perspective.

3 53. Water supply is a critical issue in the City and the City has a long-term plan for
4 additional water sources, including increased groundwater. There are only three potentially
5 significant groundwater sources in the City and one is located under the PROPERTY. The
6 INITIATIVE would interfere with the City's ability to use the aquifer under the site for
7 groundwater supply and force it to relocate a planned injection/extraction facility needed to
8 access the aquifer.

9 54. The terms of the INITIATIVE cannot be amended for 20 years without further
10 voter approval, even if the contemplated project fails to materialize. As a practical matter, this
11 may mean that the PROPERTY cannot productively be used by the City or otherwise disposed of
12 for the foreseeable future.

13 55. A sale of the PROPERTY to SDSU could potentially cause the City to lose
14 substantial lease revenue and property tax revenue, as well as permanently lose the ability to use
15 a ground lease as collateral for lease revenue bonds. In the absence of a sale, the inability to
16 amend the INITIATIVE and the lack of clarity about the City's rights would almost certainly
17 lead to unproductive use of the PROPERTY and a significant financial loss.

18 **The INITIATIVE Fails To Enact An Enforceable**
19 **Legislative Act And Is Unreasonably Vague**

20 56. An initiative can only enact an enforceable legislative act; it cannot merely
21 provide the conditions or directions for a legislative act to take place in the future. A statement
22 of "policy" is not a legislative act.

23 57. The INITIATIVE states a policy preference to sell the PROPERTY to SDSU and
24 for SDSU to then develop the PROPERTY in certain ways, but it does not require or guarantee
25 that such a sale will occur or that SDSU will in fact develop the PROPERTY as provided in the
26 INITIATIVE.

27 58. The INITIATIVE states that it reflects the people's "desire to authorize and direct
28 the sale of the [PROPERTY] to SDSU, but only if such sale is at such price and upon such terms

1 as the City Council shall deem to be fair and equitable.” Similarly, it states that the people
2 “desire the [PROPERTY] to be comprehensively planned through an SDSU Campus Master Plan
3 revision process” and that the revision process comply with state law regarding the contents of
4 Specific Plans, although it does not and cannot require these actions. Such ambiguously stated
5 directives do not constitute an enforceable legislative act.

6 59. The INITIATIVE also includes terms that are so vague and internally inconsistent
7 as to make them unintelligible to voters and impossible to implement. For example, the
8 INITIATIVE states that it does not abrogate the Mayor’s authority under the Charter, but it
9 directs the negotiations and execution of a sales agreement in accordance with its terms, which is
10 inconsistent with the Mayor’s authority. Whether SDSU has any legal authority to enter into the
11 contemplated agreement is unclear. What rights the City may have with respect to the
12 PROPERTY in the absence of a sales agreement is unclear. Key elements of the INITIATIVE
13 are unintelligible and unknowable and render the measure invalid.

14 **FIRST CAUSE OF ACTION**

15 **Writ of Mandate**

16 60. Petitioners re-allege and incorporate herein by reference paragraphs 1 through 59,
17 inclusive, of the Petition/Complaint as though fully set forth herein.

18 61. The INITIATIVE is invalid for several reasons including, but not limited to, the
19 following:

- 20 a. The INITIATIVE impermissibly directs administrative or executive action rather
21 than legislative action;
- 22 b. The INITIATIVE impermissibly interferes with the Mayor and City Council’s
23 authority over core governmental functions including, but not limited to, fiscal
24 planning, land use, and water use;
- 25 c. The INITIATIVE violates state law governing CSU land acquisition, capital
26 expenditures and long-range planning;
- 27 d. The INITIATIVE violates the San Diego City Charter including, but not limited
28 to Article XV, §§ 260 and 265, and Article XIV, § 221;

- 1 e. The INITIATIVE fails to adopt an enforceable legislative act; and
- 2 f. The INITIATIVE is unconstitutionally vague and indefinite with regard to key
- 3 elements.

4 62. Respondents/Defendants have a ministerial duty to submit the INITIATIVE to the
5 City's voters on or before the November 6, 2018, general election ballot. Upon information and
6 belief, absent a judicial order directing otherwise, Respondents/Defendants will take action to
7 place the INITIATIVE before the voters in November 2018 despite its invalidity.

8 63. Absent a judicial order directing otherwise, upon information and belief,
9 Respondents/Defendants will take the actions necessary to include the INITIATIVE on the
10 November 6, 2018, general election ballot, including preparation of the ballot materials,
11 beginning in mid- to late July 2018.

12 64. Petitioners have a beneficial interest in ensuring that an invalid initiative measure,
13 such as the INITIATIVE, not be placed on the November 6, 2018, general election ballot and
14 have no plain, speedy, or adequate remedy in the ordinary course of law.

15 **SECOND CAUSE OF ACTION**

16 **(Declaratory Relief)**

17 65. Petitioners re-allege and incorporate herein by reference paragraphs 1 through 64,
18 inclusive, of the Petition/Complaint as though fully set forth herein.

19 66. An actual, present controversy exists as to whether the INITIATIVE can lawfully
20 be submitted to voters for the reasons set forth above.

21 67. A judicial declaration pursuant to Code of Civil Procedure section 1060 is
22 necessary and appropriate at this time in order to determine the rights of the parties and in
23 particular whether the INITIATIVE may lawfully be submitted to the voters of the City and
24 whether Respondents/Defendants should be relieved of the legal obligation to submit the matter
25 to the voters. In addition, a judicial declaration is necessary at this time to prevent the waste of
26 taxpayer funds that will be required to place a matter before the voters that cannot lawfully be
27 enacted.

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1 **THIRD CAUSE OF ACTION**

2 **(Injunctive Relief)**

3 68. Petitioners re-allege and incorporate herein by reference paragraphs 1 through 67,
4 inclusive, of the Petition/Complaint as though fully set forth herein.

5 69. Allowing voters to consider the INITIATIVE would involve a significant waste of
6 public resources and would irreparably harm the residents of the City within the meaning of
7 Code of Civil Procedure sections 526 and 526a. Pecuniary compensation would not afford
8 adequate relief, and injunctive relief is therefore required.

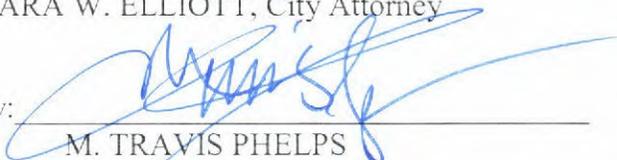
9 **PRAYER**

10 WHEREFORE, Plaintiffs/Petitioners pray for relief as follows:

- 11 1. That this Court issue a Peremptory Writ of Mandate commanding
12 Respondents/Defendants to refrain from taking any action to present the INITIATIVE to City
13 voters.
- 14 2. That this Court declare that the INITIATIVE may not lawfully be presented to
15 City voters;
- 16 3. That this Court issue a permanent injunction prohibiting the INITIATIVE from
17 being considered on the November 6, 2018, general election ballot;
- 18 4. For such other and further relief as the court deems proper.

19 Dated: May 11, 2018

MARA W. ELLIOTT, City Attorney

20
21 By: 

M. TRAVIS PHELPS
Chief Deputy City Attorney
Attorneys for Petitioners/Plaintiffs

22
23
24 Dated: May 11, 2018

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25
26
27 By:  for

DEBORAH B. CAPLAN
Attorneys for Petitioners/Plaintiffs

EXHIBIT A

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

To the Honorable City Council of the City of San Diego:

We the undersigned registered voters of the City of San Diego, California, by this petition hereby respectfully propose the following legislative act be adopted by the City Council or submitted to the registered voters of the City of San Diego for their adoption or rejection:

The People of the City of San Diego do ordain:

SECTION 1. Title:

This initiative measure (Initiative) shall be known and may be cited as the "SDSU West Campus Research Center, Stadium and River Park Initiative."

SECTION 2. Purpose, Intent, and Findings.

- A. Purpose and Intent. The People of the City of San Diego find and declare that our purpose and intent in enacting the Initiative is to:
1. Adopt a new legislative policy of the City of San Diego (City) authorizing, directing, and providing the means for the sale of the approximately 132 acres of real property situated in the City at 9449 Friars Road, between Interstate 15 (I-15) and Interstate 8 (I-8), as reflected on the site map attached hereto as Section 8, Exhibit "A" (Existing Stadium Site), to San Diego State University (SDSU) for Bona Fide Public Purposes; provided, however, that:
 - (a) Such sale shall be at such price and upon such terms and timing as the City Council shall deem to be fair and equitable and in the public interest, and
 - (b) Such sale will create jobs and economic synergies in the City and improve the quality of life for Mission Valley residents through development of the following:
 - (i) A Joint Use Stadium for SDSU Division 1 collegiate football and other Potential Sports Partners, including but not limited to professional, premier, or Major League Soccer (MLS) and adaptable for the National Football League (NFL);
 - (ii) River park, walking and biking paths or trails, and associated open space for use by all members of the public;
 - (iii) Passive and active recreation space, community and neighborhood parks;
 - (iv) Practice, intramural, intermural, and recreation fields;
 - (v) Facilities for educational, research, entrepreneurial, and technology programs within a vibrant mixed-used campus village and research park that is constructed in phases and comprised of:
 - a) Academic and administrative buildings and classrooms;
 - b) Commercial, technology, and office space, compatible and synergistic with SDSU's needs, to be developed through SDSU-private partnerships, and with such uses contributing to sales tax

and possessory interest tax, as applicable, to the City;

- c) Complementary retail uses to serve neighborhood residents and businesses and create an exciting game-day experience for SDSU football fans and other Potential Sports Partners, and with such retail uses contributing to sales tax and possessory interest tax, as applicable, to the City;
 - d) Hotel(s) to support visitors to campus and stadium-related events, provide additional meeting and conference facilities, and serve as an incubator for graduate and undergraduate students in SDSU's L. Robert Payne School of Hospitality and Tourism Management; and with such uses contributing to sales taxes, possessory interest taxes, and transient occupancy taxes, as applicable, to the City;
 - e) Faculty and staff housing to assist in the recruitment of nationally recognized talent; and with such uses contributing to possessory interest taxes, as applicable, to the City;
 - f) Graduate and undergraduate student housing to assist athlete and student recruitment; and with such uses contributing to possessory interest taxes, as applicable, to the City;
 - g) Apartment-style homes for the local community interested in residing in proximity to a vibrant university village atmosphere; and with such uses contributing to possessory interest taxes, as applicable, to the City;
 - h) Other market-rate, workforce and affordable homes in proximity to a vibrant university village atmosphere; and with such uses contributing to possessory interest taxes, as applicable, to the City; and
 - i) Trolley and other public transportation uses and improvements to minimize vehicular traffic impacts in the vicinity.
2. Implement this legislative policy by amending the San Diego Municipal Code to add Section 22.0908 to Chap. 2, Art. 2, Div. 9.

B. Findings. The People find, declare, and reason as follows:

1. The People of the City of San Diego desire to authorize and direct the sale of the Existing Stadium Site to SDSU, but only if such sale is at such price and upon such terms as the City Council shall deem to be fair and equitable.
2. In arriving at the Fair Market Value, the City may fairly consider various factors, adjustments, deductions, and equities including, but not limited to: the costs for demolition, dismantling, and removal of the Existing Stadium; the costs associated with addressing current flooding concerns; the costs of existing contamination; the costs for revitalizing and restoring the adjacent River Park and the costs of avoiding, minimizing, and mitigating impacts to biota and riparian habitat.
3. The People of the City of San Diego desire the Existing Stadium Site to be comprehensively planned through an SDSU Campus Master Plan revision process, which

process shall require full compliance with the California Environmental Quality Act (CEQA; Pub. Resources Code, commencing with section 21000), the State CEQA Guidelines (14 Cal. Code Regs., commencing with section 15000), Government Code section 65451, subdivision (a), and Education Code section 67504, subdivisions (c) and (d), along with ample opportunities for public participation, including input from the Mission Valley Planning Group and other key stakeholder groups.

4. The People of the City of San Diego also desire that the above comprehensive SDSU Campus Master Plan comply with the content requirements of a Specific Plan prepared pursuant to California Government Code section 65451, subdivision (a), which provides that "[a] specific plan shall include a text and a diagram or diagrams which specify all of the following in detail: (1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan[,] (2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan[,] (3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable[,] (4) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (1), (2), and (3)."
5. The above environmental commitment, required during the SDSU Campus Master Plan revision process, includes the CEQA requirement for SDSU to take steps to reach agreements with the City and other public agencies regarding the payment of fair-share mitigation costs for any identified off-site significant impacts related to campus growth and development associated with the Existing Stadium Site. Pursuant to CEQA, such steps shall include at least two publicly noticed environmental impact report (EIR) scoping meetings; preparation of an EIR with all feasible alternatives and mitigation measures; allowance for a 60-day public comment period on the Draft EIR; preparation of written responses to public comments to be included in the Final EIR; and, a noticed public hearing.
6. The People of the City of San Diego desire to exercise their reserved power of initiative under the California Constitution and the City Charter to sell the Existing Stadium Site to SDSU and amend the San Diego Municipal Code to implement such sale to another public agency for Bona Fide Public Purposes, as set forth in Section 2.A., Purpose and Intent, above. The People find that such purposes also constitute bona fide governmental purposes under City Charter section 221.
7. The People of the City of San Diego desire revitalization and restoration of the San Diego River Park south of the Existing Stadium Site as envisioned by past community planning efforts so as to integrate the Mission Valley's urban setting with the natural environment; and incorporate active and passive park uses, 8- to 10-foot wide linear walking and biking trails; a river buffer of native vegetation and measures to mitigate drainage impacts and ensure compliance with water quality standards; and said River Park improvements be made at no cost to the City General Fund and completed not later than seven years from the date of execution of the sales agreement.
8. The People of the City of San Diego also desire the reservation and improvement of an additional minimum of 22 acres within the Existing Stadium Site as publicly-accessible active recreation space.
9. The People of the City of San Diego desire a Joint Use Stadium, comprised of

approximately 35,000 seats for SDSU football, Potential Sports Partners, and the community's use year-round; and capable of accommodating the growth of the SDSU Division I football program, and the inclusion of other Potential Sports Partners, including but not limited to professional, premier, or MLS soccer and adaptable for the NFL. The construction of the Joint Use Stadium shall be completed not later than seven years from the date of execution of the sales agreement. The People of the City of San Diego also desire the new Joint Use Stadium to have adjacent and convenient parking and include all the amenities expected of a sports stadium – proximity to campus and trolley access, an intimate fan-experience design, enhanced game-day experience for fans, premium seating, access to technology, community gathering areas, local foods and beverages, positive impact on athlete and student recruitment, positive economic impact on the San Diego community, and the ability to attract other events due to expanded capacity and functionality.

10. The People of the City of San Diego desire that the City not pay for any stadium rehabilitation costs, stadium demolition or removal costs, stadium cost overruns, Joint Use Stadium operating costs, Joint Use Stadium maintenance, or Joint Use Stadium capital improvement expenses; and that the City be reimbursed for reasonable costs incurred by the City in providing public safety and traffic management-related activities for games or other events at the Existing Stadium Site.
11. The People of the City of San Diego seek to encourage the daily and efficient use of the existing underutilized Metropolitan Transit System's Green Line transit station, accommodate the planned Purple Line transit station, and provide an enhanced pedestrian connection to the existing light rail transit center, all of which are located proximate to the City's regional public transportation network.
12. The People of the City of San Diego desire the reuse of the Existing Stadium Site to comply with the City's development impact fee requirements, its housing impact fees/affordable housing requirements, and its greenhouse gas (GHG) emission reduction goals. Further, the People desire that the Existing Stadium Site focus growth into mixed-use activity areas that are pedestrian-friendly and linked to improved regional transportation systems; draw upon the character and strengths of the City's natural environment, neighborhoods, commercial centers, institutions, and employment centers; and sustain the long-term economic, environmental, and social health of the City and its many communities.
13. Since its founding in 1897, SDSU has grown from a small teacher's college into a national research university of approximately 35,000 students enrolled in bachelor's, master's and doctoral programs, and has engaged the entire San Diego region through SDSU's education, arts, cultural, and athletics events. For the past 120 years, SDSU has become a critical component to the region's higher education system, and has supported the City's growth by offering first class education, training, leadership, and employment to residents of the City and regionally. SDSU contributes an estimated \$2.4 billion annually to the San Diego City economy through approximately 35,000 students, about 9,000 university and auxiliary employees, and nearly 240,000 local alumni. As San Diego continues to progress, the growth of SDSU will assist the region in creating and preparing a qualified and job-ready workforce for the region's industries, providing employment opportunities for a highly trained and educated workforce, and promoting the City as a great place to live and work.
14. The Mission Valley Terminal, a petroleum fuel distribution facility, located north of the Existing Stadium Site, has had historical accidental releases of petroleum from its fuel

supply operations, and those operations have contaminated soil and groundwater on- and off-site. The City has entered into settlement agreements with certain adjacent landowners to address the contamination, and these agreements govern the allocation of costs for mitigation or remediation work on, under, or in the vicinity of the Existing Stadium Site and San Diego River Park. This Initiative will not alter any obligations under existing settlement agreements that pertain to the Existing Stadium Site and the San Diego River Park.

15. All proceeds received by the City from the sale contemplated by this Initiative shall be allocated and deposited as required by law.
16. Nothing in this Initiative is intended to limit the financing mechanisms available to SDSU to acquire the Existing Stadium Site, or to proceed with any component or phase of development if the sale contemplated herein is consummated. SDSU-private partnerships also are contemplated to realize the public purposes and benefits described in this Initiative.
17. This Initiative will not raise or impose any new or additional taxes on City residents. To the contrary, this Initiative adopts an innovative legislative policy authorizing the sale of the Existing Stadium Site to a public agency for Bona Fide Public Purposes, and implements this delegated authorization by amending the San Diego Municipal Code.
18. The provisions and mandates set forth in this Initiative for the sale of the Existing Stadium Site to SDSU, and its other related provisions, are independent of, and shall not be subject to, any previously enacted city ordinance or resolution pertaining to the sale of property owned or controlled by the city, including but not limited to Sections 22.0902 (sales of real property), 22.0903, and 22.0907 (sales of real property to public agencies) of the San Diego Municipal Code.
19. This Initiative does not adopt or amend any zoning ordinance or any other similar document (e.g., a general plan, community plan, specific plan, or development agreement) that would (a) convert any discretionary land use approval to a ministerial approval, (b) change the zoning classification on any parcel or parcels covered by the Initiative to a more intensive classification, or (c) authorize more intensive land uses within an existing zoning district.
20. Accordingly, implementing the Initiative will protect the public health, safety, and welfare, and enhance the quality of life for the People of the City of San Diego.

SECTION 3. Amendment to the San Diego Municipal Code.

A new section is added to Chapter 2 (Government), Article 2, Division 9, of the San Diego Municipal Code as follows (new language to be inserted into the San Diego Municipal Code is shown as underlined text):

§ 22.0908 Sale of Real Property to SDSU

The Existing Stadium Site belonging to the City is needed for Bona Fide Public Purposes by SDSU, a public agency, and for that reason, the City shall sell such property to SDSU in accordance with the City Charter, but only if such sale is in compliance with the conditions herein established.

- (a) Such sale shall be at such price and upon such terms as the Council shall deem to be fair and equitable and in the public interest; and the City may fairly

consider various factors, including but not limited to: adjustments, deductions, and equities in arriving at a Fair Market Value.

- (b) Such sale shall proceed without advertising for bids and shall not be subject to any of the provisions of this Code pertaining to the sale of City property, including but not limited to Sections 22.0902, 22.0903, and 22.0907.
- (c) Such sale shall provide for the development of:
- (1) A new Joint Use Stadium for SDSU Division 1 collegiate football and other Potential Sports Partners including but not limited to professional, premier, or MLS soccer and adaptable for the NFL;
 - (2) A River Park, public trails, walking and biking paths or trails, and associated open space for use by all members of the public;
 - (3) Passive and active recreation space, community and neighborhood parks;
 - (4) Practice, intramural, intermural, and recreation fields;
 - (5) Facilities for educational, research, entrepreneurial, and technology programs within a vibrant mixed-used campus village and research park that is constructed in phases and comprised of:
 - (A) Academic and administrative buildings and classrooms;
 - (B) Commercial, technology, and office space, compatible and synergistic with SDSU's needs, to be developed through SDSU-private partnerships, and with such uses contributing to sales tax and possessory interest tax, as applicable, to the City;
 - (C) Complementary retail uses serving neighborhood residents and businesses while also creating an exciting college game-day experience for SDSU football fans and other Potential Sports Partners, and with such retail uses contributing to sales tax and possessory interest tax, as applicable, to the City;
 - (D) Hotel(s) to support visitors to campus and stadium-related events, provide additional meeting and conference facilities, and serve as an incubator for graduate and undergraduate students in SDSU's L. Robert Payne School of Hospitality and Tourism Management; and with such uses contributing to sales taxes, possessory interest taxes, and transient occupancy taxes, as applicable, to the City;
 - (E) Faculty and staff housing to assist in the recruitment of nationally recognized talent, and with such uses contributing to possessory interest taxes, as applicable, to the City;
 - (F) Graduate and undergraduate student housing to assist athlete and student recruitment, and with such uses contributing to possessory interest taxes, as applicable, to the City;

- (G) Apartment-style homes for the local community interested in residing in proximity to a vibrant university village atmosphere, and with such uses contributing to possessory interest taxes, as applicable, to the City;
 - (H) Other market-rate, workforce and affordable homes in proximity to a vibrant university village atmosphere, and with such uses contributing to possessory interest taxes, as applicable, to the City; and
 - (I) Trolley and other public transportation uses and improvements to minimize vehicular traffic impacts in the vicinity.
- (d) Such sale shall be based on the Fair Market Value of the Existing Stadium Site, and the City may fairly consider various factors, adjustments, deductions, and equities, including, but not limited to: the costs for demolition, dismantling, and removal of the Existing Stadium; the costs associated with addressing current flooding concerns; the costs of existing contamination; the costs for revitalizing and restoring the adjacent River Park and the costs of avoiding, minimizing, and mitigating impacts to biota and riparian habitat.
 - (e) Such sale shall be at such price and upon such terms as are fair and equitable, including without limitation payment terms, periodic payments, payment installments, and other payment mechanisms.
 - (f) After such sale, the Existing Stadium Site shall be comprehensively planned through an SDSU Campus Master Plan revision process, which process requires full compliance with the California Environmental Quality Act (Pub. Resources Code commencing with section 21000), the State CEQA Guidelines (14 Cal. Code Regs., commencing with section 15000), and Education Code section 67504, subdivisions (c) and (d), along with ample opportunities for public participation, including but not limited to input from the Mission Valley Planning Group.
 - (g) Though not required by the SDSU Campus Master Plan revision process, SDSU shall use the content requirements of a Specific Plan, prepared pursuant to California Government Code section 65451, subdivision (a), in completing the SDSU Campus Master Plan revision contemplated by this section.
 - (h) The environmental commitment set forth in subdivision (f) shall include the requirements arising under CEQA for SDSU to: (i) take steps to reach agreements with the City of San Diego and other public agencies regarding the payment of fair-share mitigation costs for any identified off-site significant impacts related to campus growth and development associated with the Existing Stadium Site; and (ii) include at least two publicly noticed environmental impact report (EIR) scoping meetings, preparation of an EIR with all feasible alternatives and mitigation measures, allowance for a 60-day public comment period on the Draft EIR, preparation of written responses to public comments to be included in the Final EIR, and a noticed public hearing.
 - (i) Such sale shall cause the approximate 34-acre San Diego River Park south of the Existing Stadium Site to be revitalized and restored as envisioned by past community planning efforts so as to integrate the Mission Valley's urban setting with the natural environment; the River Park will incorporate active and passive

park uses, 8- to 10-foot wide linear walking and biking trails; a river buffer of native vegetation, and measures to mitigate drainage impacts and ensure compliance with water quality standards. River Park improvements shall be made at no cost to the City General Fund and completed not later than seven years from the date of execution of the sales agreement. The City shall designate or set aside for park purposes the River Park pursuant to City Charter Section 55. In addition, the Existing Stadium Site shall reserve and improve an additional minimum of 22 acres as publicly-accessible active recreation space.

- (j) Such sale shall result in the demolition, dismantling, and removal of the Existing Stadium and construction of a new Joint Use Stadium. The construction of the Joint Use Stadium shall be completed not later than seven years from the date of execution of the sales agreement.
- (k) Such sale shall facilitate the daily and efficient use of the existing underutilized Metropolitan Transit System's Green Line transit station, accommodate a planned Purple Line transit station, and enhance a pedestrian connection to the existing light rail transit center.
- (l) Such sale and ultimate development shall require development within the Existing Stadium Site to comply with the City's development impact fee requirements, parkland dedication requirements, and housing impact fees/affordable housing requirements.
- (m) Such sale and ultimate development shall require development within the Existing Stadium Site to comply with the City's greenhouse gas (GHG) emission reduction goals.
- (n) Such sale, upon completion, shall ensure that the City does not pay for any stadium rehabilitation costs, stadium demolition or removal costs, stadium cost overruns, Joint Use Stadium operating costs, Joint Use Stadium maintenance, or Joint Use Stadium capital improvement expenses; and that the City be reimbursed for reasonable costs incurred by the City in providing public safety and traffic management-related activities for games or other events at the Existing Stadium Site.
- (o) Such sale and ultimate development shall not impair or preclude SDSU from engaging in SDSU-private partnerships with other entities or affiliates to finance, construct, and operate the resulting buildings and facilities on the Existing Stadium Site for a defined period of time.
- (p) Such sale and ultimate development shall not impair the City's ability to continue its plan of environmental remediation of the Existing Stadium Site and River Park based on its existing agreements with responsible parties.
- (q) Such sale shall not raise or impose any new or additional taxes on City residents.
- (r) Such sale shall not prohibit SDSU from leasing, selling, or exchanging any portion of the Existing Stadium Site to an entity or affiliate as part of a SDSU-private partnership/arrangement, or to an SDSU auxiliary organization.
- (s) Such sale shall require SDSU and the City to negotiate fair-share contributions for feasible mitigation and applicable taxes for development within the Existing Stadium Site.

- (t) Such sale shall not change or alter any obligation under any existing lease regarding the use of Existing Stadium Site, or any portion thereof, that continues in effect until approximately 2018 and that could be extended until approximately 2022 or thereafter.
- (u) Such sale shall acknowledge that portions of the Existing Stadium Site are currently owned by the City's Public Utilities Department, which has reserved rights to extract subsurface water, minerals, and other substances (excluding those under permanently erected structures) and that such department has received, and may continue to receive, compensation for its portion of the Existing Stadium Site. If the Initiative is approved, the sale shall acknowledge said department's entitlement, if any, to receive compensation for its portion of the Existing Stadium Site at a price that is fair and equitable, in the public interest, and commensurate with prior compensation actually received.
- (v) Such sale shall require the City and SDSU to cooperate to modify or vacate easements or secure lot line adjustments on the Existing Stadium Site (other than easements of the City or any utility department of the City for which the City retains its full regulatory discretion), so that development of the Existing Stadium Site is facilitated.
- (w) Such sale shall require SDSU or its designee to pay prevailing wages for construction of the Joint Use Stadium and other public improvements, provided that the construction occurs on state-owned property or involves the use of state funding. To the extent possible under state law, all building and construction work shall be performed by contractors and subcontractors licensed by the State of California, who shall make good faith efforts to ensure that their workforce construction hours are performed by residents of San Diego County. With respect to the new Joint Use Stadium, SDSU will use good faith efforts to retain qualified employees who currently work at the Existing Stadium.
- (x) For the purpose of this division, the following definitions shall apply:
- (1) "Bona Fide Public Purposes" means a good faith or genuine use or uses for public or government purposes such as public university uses or facilities; institutional uses or facilities; offices; buildings; stadium, park, open space, trail, and recreation uses and facilities; academic uses and facilities; public parking; faculty, staff, student and residential market-rate and affordable housing; hotel uses and facilities to support university goals and objectives; and public-private partnership support uses and facilities, including but not limited to commercial, neighborhood-serving retail, research, technology, development, entrepreneurial, and residential uses, because all such uses, individually and cumulatively, promote or facilitate SDSU's higher education mission, goals, and objectives.
 - (2) "Campus Master Plan" means an SDSU physical master plan, or any revisions to such plan, to guide future development of SDSU facilities, based on academic goals for an established time horizon.
 - (3) "Existing Stadium Site" means the approximate 132-acre real property situated in the City of San Diego at 9449 Friars Road, between Interstate 15 (I-15) and Interstate 8 (I-8), as reflected on the site map attached hereto as Section 8, Exhibit A (page A-1).

- (4) “Existing Stadium” means the existing “SDCCU Stadium,” formerly known as Qualcomm Stadium and Jack Murphy Stadium, located on the Existing Stadium Site, as of Initiative Effective Date.
- (5) “Fair Market Value” means the value of the Existing Stadium Site with a date of value that is the date of the “Initiative Notice Date,” defined below. This determination is intended to be based on a value of the Existing Stadium Site that does not consider any later effect on value caused by adoption of this Initiative. In determining the appropriate factors to use, the City may consider an independent appraisal or appraisals of the Fair Market Value of the Existing Stadium Site, which considers the physical condition of the Existing Stadium Site and other above-identified factors, adjustments, deductions, and equities as of the Initiative Notice Date, together with the zoning for such property and other permits and approvals for development, as of the Initiative Notice Date. Any and all such appraisals, including any prepared for SDSU, shall be made available to the public upon submittal to the City.
- (6) “Initiative” means the “SDSU West Campus Research Center, Stadium and River Park Initiative” adopted on the Initiative Effective Date.
- (7) “Initiative Effective Date” means the date that the Initiative becomes effective.
- (8) “Initiative Notice Date” means the date the Notice of Intent is first published signaling the intent to circulate the Initiative.
- (9) “Joint Use Stadium” means a quality multi-use outdoor stadium comprised of approximately 35,000 seats for collegiate and professional sports, including use for SDSU Division I football, National Collegiate Athletic Association Football Bowl Subdivision Division I programs, the National Football League, professional, premier, or Major League Soccer, collegiate and professional football bowl games, other sports, and other events, including without limitation concession areas, restaurants, bars, clubs, retail stores, kiosks, media facilities, athletic training and medical facilities, locker rooms, offices, meeting rooms, banquet facilities, ticketing facilities, on- and off-site signage, scoreboards, and other ancillary and support uses and facilities customarily made part of a stadium of the quality necessary to house collegiate and professional or premier sports, civic events, conventions, exhibitions, concerts and other outdoor events. SDSU also can explore, and proceed with, a phased build-out of such stadium that will allow SDSU to add on to such stadium at a later point to facilitate SDSU growth and acquisition of Potential Sports Partners.
- (10) “Potential Sports Partners” means collegiate or professional sports leagues including but not limited to football, soccer, esports, or other high level or premier sports leagues, clubs, or franchises.
- (11) “River Park” means approximately 34-acres of land south of the Existing Stadium Site to be revitalized and restored as envisioned by past community planning efforts so as to integrate the Mission Valley’s urban setting with the natural environment (see Site Map, attached hereto as Section 8, Exhibit “A”); the River Park will incorporate active and

passive park/recreation uses, 8- to 10-foot wide linear walking and biking trails; a river buffer of native vegetation, and measures to mitigate drainage impacts and ensure compliance with water quality standards.

- (12) “SDSU” means San Diego State University, a California State University, with authority delegated by the Board of Trustees of the California State University, which is the State of California acting in its higher education capacity; and any SDSU auxiliary organization, entity, or affiliate. As defined, SDSU is a public university; and as such, acts in its capacity as a state public agency. Nothing in this Initiative abrogates, or is intended to abrogate, the authority of the Board of Trustees of the California State University.
- (y) This section shall be liberally construed in order to effectuate its purpose, intent and findings. No error, irregularity, informality, and no neglect or omission of any officer, in any procedure taken under this division which does not directly affect the jurisdiction of the City to order the work, contract, or process shall void or invalidate such work, contract, or process done thereunder.
- (z) Nothing in this section abrogates, or is intended to abrogate, the Mayor’s administrative and executive authority, particularly with regard to engaging in good faith contract negotiations, including purchase and sales agreements for the City. The section does not mandate, dictate, or impede the Mayor’s administrative or executive authorities; instead, the section makes clear the City’s legislative policy is to sell the Existing Stadium Site to SDSU for Bona Fide Public Purposes consistent with the purpose, intent, findings, and conditions set forth above in this section.
- (aa) The sale of the Existing Stadium Site to SDSU, and its other related provisions, shall be independent of, and shall not be subject to, any previously enacted City ordinance or resolution pertaining to the sale of property owned or controlled by the City, including but not limited to Sections 22.0902 (sales of real property), 22.0903, and 22.0907 (sales of real property to public agencies) of the San Diego Municipal Code.

SECTION 4. Implementation of Initiative.

- A. Upon the effective date of this Initiative, the City of San Diego is directed to promptly take all appropriate actions needed to implement this Initiative. This Initiative is considered adopted and effective upon the earliest date legally possible after the City Council adopts this Initiative, or the Elections Official certifies the vote on this Initiative by the voters of the City of San Diego, whichever occurs earlier.
- B. Upon the effective date of this Initiative, the provisions of Section 3 are hereby inserted into the San Diego Municipal Code without alteration.

SECTION 5. Effect of Other Measures on the Same Ballot.

In approving this Initiative, the People of the City of San Diego hereby establishes a new legislative policy and authorizes, mandates, and directs the sale of the Existing Stadium Site to SDSU for Bona Fide Public Purposes that will then facilitate creation of a SDSU Campus Master Plan to govern the future use and development of the Existing Stadium Site. To ensure this intent is not frustrated, this Initiative is presented to the voters with the express intent that it will compete with any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if

approved, would regulate the use or development of the Existing Stadium Site in any manner or in any part whatsoever (each, a "Conflicting Initiative"). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters in the same election, then it is the voters' intent that only that measure that receives the greatest number of affirmative votes shall control in its entirety and said other measure or measures shall be rendered void and without any legal effect. In no event shall this Initiative be interpreted in a manner that would permit its operation in conjunction with the non-conflicting provisions of any Conflicting Initiative. If this Initiative is approved by the voters but superseded by law in whole or in part by any other Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given immediate effect and full force of law.

SECTION 6. Interpretation and Severability.

- A. This Initiative shall be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Initiative. The People of the City of San Diego declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, parts, or portions are found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this Initiative that can be given effect without the invalid application.
- B. This Initiative does not alter any City obligations under existing settlement agreements that pertain to the Existing Stadium Site.
- C. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, the People of the City of San Diego express the strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion; and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with the purpose, intent, and findings of this Initiative.
- D. This Initiative shall be broadly construed in order to achieve the purpose, intent, and findings stated above. It is the intent of the People of the City of San Diego that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose, intent, and findings set forth in this Initiative.

SECTION 7. Amendment.

- A. On or after the 20th Anniversary of the adoption of this Initiative, a vote of the people shall not be required to amend or repeal any portion of this Initiative, and this Initiative and the Amendments that it adopts, including all exhibits thereto, may be amended or repealed by any procedure otherwise authorized by law.
- B. Any amendments to this Initiative shall not impair the contractual rights or vested rights conferred by a lease and option agreement or any associated development agreement.

SECTION 8. List of Initiative Exhibits.

The Exhibits to this Initiative are:

Exhibit A: Site Map

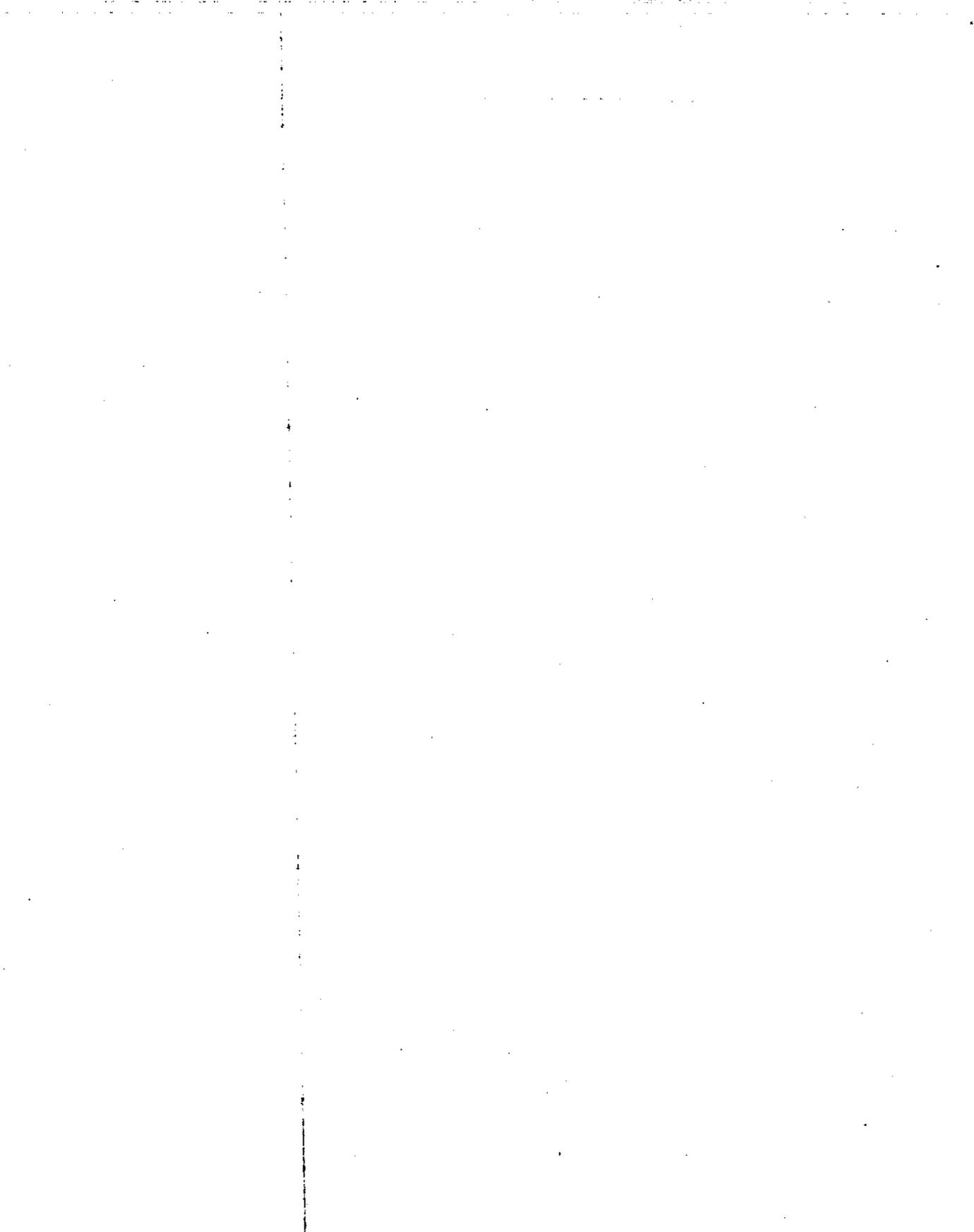


Exhibit A - Site Map

