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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN DIEGO
14 UNLIMITED JURISDICTION

15 CARRIE R. TAYLOR and DAVID F.
16 DUNBAR,

17 Petitioners and Plaintiffs,

18 v.

19 ELIZABETH MALAND, in her official
20 capacity as City of San Diego City Clerk;
21 MICHAEL VU, in his official capacity as San
22 Diego County Registrar of Voters; CITY
23 COUNCIL OF THE CITY OF SAN DIEGO;
24 and DOES 1-100, inclusive,

25 Respondents and Defendants,

24 FRIENDS OF SDSU, A COALITION OF
25 SDSU ALUMNI, BUSINESS AND
26 COMMUNITY LEADERS; JACK
27 MCGRORY; STEPHEN P. DOYLE; and
28 DOES 101-200, inclusive,

Real Parties in Interest.

Case No.

**VERIFIED PETITION FOR WRIT OF
MANDATE AND COMPLAINT FOR
INJUNCTIVE AND DECLARATORY RELIEF**

**ELECTION MATTER
Receives Priority Pursuant to
Elec. Code § 13314(a)(3)**

1 Petitioners and Plaintiffs Carrie R. Taylor and David F. Dunbar allege as follows:

2 1. The so-called “SDSU West Campus Research Center, Stadium and River Park
3 Initiative” (“SDSU West” or “Initiative”) is not at all what it seems. It is a wolf in sheep’s
4 clothing. It masquerades as a project of San Diego State University (“San Diego State” or
5 “SDSU”), but it is actually a private endeavor. Its benefits largely flow to private parties who are
6 eager to develop the former Qualcomm Stadium site for personal gain, with very few provisions
7 that actually help SDSU.

8 2. The SDSU West Initiative earned a place on the City’s November 2018 ballot by
9 false means, illegally misusing the SDSU brand – a valuable public asset – and cynically tricking
10 voters into signing the petition. Those behind the Initiative have confused, misled, and deceived
11 San Diegans into believing that the SDSU West Initiative is endorsed, authorized, or sanctioned by
12 SDSU, when that is not the case. The Initiative suffers from fatal legal flaws, and judicial
13 intervention is needed to protect the public from this fraudulent ballot measure.

14 3. The Initiative, backed by a group known as “Friends of SDSU ...” and proponents
15 Jack McGrory and Stephen P. Doyle (who are named as Real Parties in Interest), violates material
16 provisions of California’s Education Code, Government Code, and Elections Code. Further,
17 despite promising a “Research Center, Stadium, and River Park,” according to the City Attorney’s
18 analysis, the Initiative does not guarantee that the envisioned development would occur as
19 described, or even at all. By this lawsuit, as set forth below, Petitioners and Plaintiffs seek a writ
20 of mandate, injunction, and declaratory relief preventing the City from taking any action to move
21 this illegal Initiative forward.

22 **THE PARTIES**

23 4. Petitioners Carrie R. Taylor and David F. Dunbar are residents, voters, and taxpayers
24 in the City of San Diego.

25 5. Respondent Elizabeth Maland is the City Clerk for the City of San Diego, is the
26 City’s chief elections officer, and is sued in her official capacity.

27 6. Respondent Michael Vu is the San Diego County Registrar of Voters, is the
28 County’s chief elections officer, and is sued in his official capacity.

1 SDSU is not a proponent of the Initiative. According to the City Attorney’s analysis, the Initiative
2 is solely a private venture.

3 **THE “SDSU WEST” INITIATIVE**

4 **14.** The SDSU West Initiative proposes the sale of approximately 132 acres of City-
5 owned real property, including SDCCU (formerly Qualcomm) Stadium, to SDSU. This property,
6 referred to in the Initiative as the “Existing Stadium Site,” is located at 9449 Friars Road, between
7 the I-8 and I-15 freeways in the Mission Valley area of the City of San Diego. The Initiative also
8 promises improvements to the adjoining “River Park,” which consists of approximately 34 acres of
9 land south of the Existing Stadium Site. A true and correct copy of the SDSU West Initiative is
10 attached hereto as **Exhibit A** and incorporated herein by this reference.

11 **15.** The SDSU West Initiative is intended to be a direct competitor to the SoccerCity
12 Initiative, which proposes to create a river park, a joint use stadium for collegiate football and
13 professional soccer, housing, a sports and entertainment district and facilities for academic use.
14 Although the political committee backing the SDSU West Initiative now calls itself “Friends of
15 SDSU, a Coalition of SDSU Alumni, Business and Community Leaders,” it was previously named
16 “Friends of SDSU Opposing SoccerCity.”

17 **16.** The Proponents of the Initiative and Friends of SDSU have made several promises
18 about what the Initiative “shall” do, but they can make no such guarantees. For example, the stated
19 purpose and intent of the Initiative is to “[a]dopt a new legislative policy of the City of San Diego
20 (City) authorizing, directing, and providing the means for the sale of the [Existing Stadium Site] to
21 San Diego State University (SDSU) for Bona Fide Public Purposes.” (Ex. A § 2(A).) The Initiative
22 would implement this new legislative policy by amending the San Diego Municipal Code to add
23 Section 22.0908 to Chap. 2, Art. 2, Div. 9. (*Id.*) Even though Proposed Section 22.0908 contains
24 several provisions that supposedly govern the sale and development of the Existing Stadium Site,
25 if the property is sold to SDSU, the State Board of Trustees will determine the use of the Site in its
26 sole discretion. The Initiative vaguely alludes to this fact, by stating that “**Nothing in this Initiative**
27 **abrogates, or is intended to abrogate, the authority of the Board of Trustees of the California**
28 **State University.**” (*Id.* § 3, 22.0908(x)(12).)

1 **SDSU WEST: A PRIVATE INITIATIVE FALSELY PORTRAYED AS SPONSORED BY SDSU**

2 **22.** From the outset, the SDSU West Initiative has been marketed as sponsored and
3 endorsed by SDSU. This is one of its central selling points, *i.e.*, that the Initiative is SDSU’s vision,
4 and what SDSU wants and needs to expand. But this is false. The SDSU West Initiative is ***not***
5 sponsored or endorsed by SDSU, but instead is backed by private financial interests.

6 **23.** The Friends of SDSU and Initiative Proponents have gone to great lengths to deceive
7 voters into believing that the Initiative is sponsored and endorsed by SDSU. The title of the
8 Initiative alone – “SDSU West Campus Research Center, Stadium and River Park Initiative” or
9 “SDSU West” – creates the misimpression that the Initiative is a San Diego State University-
10 sponsored and endorsed proposal. The name of the political committee behind the Initiative –
11 “Friends of SDSU” – intentionally and effectively furthers this misimpression.

12 **24.** The Initiative and Statement of Reasons also imply that SDSU is sponsoring the
13 Initiative, particularly through their focus on SDSU. Paragraph 13 of the Initiative appears to exist
14 solely to tout the history, size, and importance of SDSU. (Ex. A § 2 (B)(13).) And the Statement
15 of Reasons frames the Initiative almost exclusively in terms of SDSU, lauding SDSU as “a critical
16 component of the region’s higher education system,” but stating that “SDSU’s existing campus
17 cannot accommodate significant additional growth[, and in] order for SDSU to meet the region’s
18 future higher education needs, additional land is needed.” (Ex. B.) The Statement of Reasons also
19 emphasizes the educational and academic aspect of the Initiative, stating among other things, that
20 it will “provide facilities for educational, research, entrepreneurial and technology programs within
21 a mixed-use campus village and research park.” (*Id.*)

22 **25.** The promotional materials disseminated by the SDSU West Initiative and Friends
23 of SDSU also falsely portray the Initiative as endorsed and sponsored by SDSU. In an egregious
24 example of misleadingly suggesting that SDSU endorses the Initiative, SDSU West posted a San
25 Diego Union-Tribune article to its official Facebook page, but changed the title from “SDSU
26 stadium ballot initiative kicks off Saturday” to “**SDSU Ballot Initiative Kicks Off Saturday.**”

27 **26.** Additionally, the SDSU West website has a section devoted to “SDSU History,” and
28 proclaims that “SDSU West represents a golden opportunity to grow the university at a time it’s

1 desperately needed.” Similarly, next to photographs of students gathered around tables, studying
2 and chatting on campus, and relaxing on the grass, the SDSU West Initiative’s twitter feed displays
3 the following quotes, stressing the purported link between the Initiative and SDSU:

- 4 • **SDSU West:** “Each year, the university is forced to turn away thousands of
5 promising students due to a lack of space. **SDSU needs the facilities** to attract
6 top students and researchers from across the globe and power our knowledge
7 economy.”
- 8 • **SDSU West:** “We are proud to formally introduce our initiative, which is
9 centered around our shared **goal of helping SDSU** grow, prosper and continue
10 to meet our regional higher education needs.” (emphasis added)

11 **27.** Friends of SDSU, and its supporters, repeatedly make public statements, suggesting
12 that SDSU endorses and supports the Initiative. For example:

- 13 • **Friends of SDSU:** “One in seven college graduates in San Diego attended
14 SDSU.... We’re hoping to see these proud alumni at the [homecoming] game
15 and convert their support of the university into a signature for its future.”
16 ([http://thedailyaztec.com/85243/news/friends-of-sdsu-launches-drive-to-put-
17 sdsu-west-on-2018-ballot/](http://thedailyaztec.com/85243/news/friends-of-sdsu-launches-drive-to-put-sdsu-west-on-2018-ballot/))
- 18 • **Friends of SDSU:** “With overwhelming support for SDSU and the positive
19 impacts the University provides to our community, San Diegans clearly support
20 SDSU West to ensure the Mission Valley stadium site is used to benefit the
21 public, provide a place for SDSU to grow and thrive, and guarantee a permanent,
22 public River Park and open space.” ([https://www.10news.com/news/friends-of-
23 sdsu-gathers-more-than-100k-signatures-for-mission-valley-proposal](https://www.10news.com/news/friends-of-sdsu-gathers-more-than-100k-signatures-for-mission-valley-proposal))

24 **28.** Also fueling the misimpression of SDSU backing is the fact that the Friends of
25 SDSU launched the signature-gathering effort the day of SDSU’s homecoming football game, with
26 SDSU West circulators stationed outside the stadium. A publicly available video clip (taken a
27 different day) features SDSU cheerleaders in uniform, standing in front of an SDSU West poster,
28 holding SDSU West signs, and cheering “SDSU West!”

29. Further, on information and belief, petition circulators falsely represented that
SDSU proposed and/or endorsed the SDSU West Initiative. In one photograph, available in the
media, a circulator is wearing an SDSU Aztecs t-shirt and holding a poster, stating “Aztecs Stadium
Sign Here!” The paper in the circulator’s hand says in large red type, “Secure SDSU’s future.”

30. This false implication of SDSU’s endorsement is ongoing. For instance, SDSU
West recently posted the following comments on its official Facebook page (emphasis added):

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- **Commenter:** “Will you please clarify [the legality of your operation and title under California state law]?”

SDSU West: “[T]here is a quirk in state law essentially forcing SDSU West to come about as it did. In a nutshell, SDSU, as a state university, cannot bring an initiative to the voters.... Friends of SDSU, the private entity behind SDSU West, cannot officially speak for SDSU--a classic Catch 22. However, **SDSU has created the website[], SDSU Mission Valley promoting what we are doing without naming names.** It’s some legal mumbo jumbo but is what needed to be done.”

- **SDSU West:** “By law, SDSU itself cannot put a measure before the voters, yet you will see from this website, **SDSU West is clearly what they’d like to see.**”

31. This leveraging of the SDSU name is echoed in widespread media coverage that repeatedly refers to the private SDSU West Initiative as one that has been endorsed by SDSU or even as “the San Diego State proposal.” Any reasonable voter (or petition signer) would conclude that the SDSU West Initiative is endorsed by SDSU. Again, these acts go far beyond any purely descriptive use of the name SDSU. Rather, they distinctly and clearly fall into the realm of stealing the State’s property in the form of the name “SDSU” for the sake of branding and implying the endorsement of a political cause, something that clearly violates the statutes set forth below.

IMPROPER AND ILLEGAL USE OF THE NAME “SDSU”

32. Not only is the Initiative’s use of the name SDSU deceptive to voters, but it is also an improper and illegal use of extraordinarily valuable State property.

33. SDSU is one of twenty-three campuses that makes up the California State University (“CSU”) system. To safeguard the value of CSU names, the Legislature enacted Education Code section 89005.5, which provides that CSU campus names, including San Diego State University, San Diego State, and SDSU, are **property of the State**, and may not be used without permission of the Trustees of the California State University. The CSU names are so valuable that using them without permission is a crime. *See* CAL. EDUC. CODE § 89005.5(c).

34. The California State University has also concluded that its name “**is a significant asset of the institution,**” and that its name and those of the CSU campuses, including SDSU, “belong to the State of California.” (<https://www.calstate.edu/gc/csu/>) CSU makes this clear, as follows:

1 **Misuse of the CSU name**

2 It is inappropriate to use the CSU name without the written permission of the institution **for**
3 **any purpose**, including:

- 4 • Designating a business, social, political, religious or other organization;
- 5 • Claiming an affiliation or endorsement of the California State University, where none
6 exists;
- 7 • Advertising any meeting or activity that has the purpose of supporting or opposing any
8 strike, lockout, boycott, or political, religious, sociological or economic activity; and
- 9 • Any other commercial purpose.

10 (*Id.* [emphasis added].) These are the same prohibitions in Education Code section 89005.5, which
11 applies to the names San Diego State University, San Diego State, and SDSU.

12 35. Likewise, pursuant to San Diego State University policy, the names San Diego State
13 University, San Diego State, and SDSU, “shall be the property of the University.” (*See* SDSU
14 Policy on the Use of the University Name, All Symbols and Marks and Other University
15 Memorabilia.) SDSU policy explicitly states that the name “SDSU” is a San Diego State University
16 trademark. (*Id.*) SDSU deems it “essential that the University maintain a clear identity.” (*Id.*)

17 36. On information and belief, neither the Trustees nor San Diego State University have
18 given permission for the Friends of SDSU or SDSU West to use the names San Diego State
19 University, San Diego State, or SDSU, in connection with the Initiative or otherwise. But even if
20 they had granted permission, this would implicate a different statutory provision: Under
21 Government Code section 8314, the Trustees (as State appointees) are prohibited from using public
22 resources for campaign activities. Notably, Jack McGrory was recently appointed to the California
23 State University Board of Trustees, and as a proponent of the Initiative, is improperly using the
24 name SDSU. The name SDSU is property of the State and a public resource – and an extremely
25 valuable one at that.

26 **COMMERCIAL DEVELOPMENT DISGUISED AS A “WESTERN” SDSU CAMPUS**

27 37. Similarly, through their emphasis on SDSU and how the Initiative will supposedly
28 benefit SDSU, Proponents of the Initiative, Friends of SDSU, its members, and on information and

1 belief, circulators have given the misimpression that the primary or sole purpose of the Initiative is
2 academic, *i.e.*, to support SDSU and enable it to expand. To be sure, the Initiative is advertised as
3 creating a “Western” SDSU campus, with a stadium, practice and recreation fields, and mixed-use
4 campus village comprised of academic and administrative buildings, office space, and faculty and
5 student housing, among other university uses.

6 **38.** In truth, the Initiative is filled with provisions that will allow it to serve primarily
7 commercial purposes. It expressly states that the sale of the Existing Stadium Site “shall not impair
8 or preclude SDSU from engaging in SDSU-private partnerships with other entities or affiliates.”
9 (Ex. A § 3, 22.0908(o).) Nor can it “prohibit SDSU from leasing, selling, or exchanging any portion
10 of the Existing Stadium Site to an entity or affiliate as part of a SDSU-private
11 partnership/arrangement.” (*Id.* § 3, 22.0908(r).) Although the Initiative provides that the land will
12 be sold to SDSU for “Bona Fide Public Purposes,” it defines this term to include “public-private
13 support uses and facilities, including but not limited to commercial, neighborhood-serving retail,
14 research, technology, development, entrepreneurial, and residential uses.” (*Id.* § 3, 22.0908(x)(1)
15 [emphasis added].) On information and belief, individuals associated with the Initiative stated at a
16 Mission Valley Community Planning Group meeting that all of the development would be done
17 privately, confirming that the SDSU West Initiative serves a private commercial purpose.

18 **39.** Tellingly, the Initiative does not specify how much land will be dedicated to each
19 potential use, except to say that at least 22 acres will be open space, leaving 110 acres for everything
20 else. Although some portion of the Existing Stadium Site will presumably be used for SDSU, the
21 Initiative opens the door for an expansive commercial development, including hotels, restaurants,
22 retail, and private homes, completely unrelated to SDSU, and completely different from how the
23 Initiative has been portrayed.

24 **40.** Further, the SDSU West Initiative was crafted and launched, and signatures were
25 gathered, under the pretense that the Existing Stadium Site would be useful for SDSU,
26 notwithstanding the fact that various members of SDSU, from the Chief Financial Officer, to the
27 Vice President of Real Estate Development, to the Athletic Director, have variously commented
28 over the past 18 months that the land will not be needed by SDSU for 20 to 80 years, if at all.

1 (b) **Subsection (a)(2)(B):** “To imply, indicate, or otherwise suggest that any
2 product, service, or organization is connected or affiliated with, or is endorsed, favored, or
3 supported by ... the Trustees of the California State University or any education institution
4 administered by the trustees. The permission of the trustees is required before any [state university
5 name or abbreviation] may be used for any commercial purpose.”

6 (c) **Subsection (a)(2)(C):** “To display, advertise, or announce [any state
7 university name or abbreviation] publicly at, or in connection with, any meeting, assembly, or
8 demonstration, or any propaganda, advertising, or promotional activity of any kind which has for
9 its purpose or any part of its purpose the support, endorsement, advancement, opposition, or defeat
10 ... of any political ... movement, activity, or program.”

11 **53.** Anyone who violates Section 89005.5 is guilty of a misdemeanor. *Id.* § 89005.5(c).

12 **54.** Petitioners are informed and believe that the Trustees have not given permission for
13 the Friends of SDSU or the SDSU West Initiative to use the names “San Diego State University,”
14 “San Diego State,” or “SDSU,” or any other variation of these names.

15 **55.** By using the San Diego State University names and abbreviations without
16 permission, the Friends of SDSU and SDSU West Initiative have violated Section 89005.5,
17 subsections (a)(2)(A)-(C) in a number of ways.

18 **56.** Using the name “SDSU” to designate the private group or political organization,
19 Friends of SDSU, and their activity, the SDSU West Initiative, alone violates Section 89005.5.

20 **57.** As set forth above, the Friends of SDSU (and others) have implied, indicated, and
21 suggested that the SDSU West Initiative is endorsed, favored, and supported by the Trustees of the
22 California State University and SDSU itself. Indeed, the title of the Initiative (SDSU West), and
23 the political committee (Friends of SDSU), by themselves imply, indicate, and suggest the SDSU
24 West Initiative is endorsed, favored, and supported by the Trustees and SDSU. The Initiative’s
25 misuse of the names San Diego State University, San Diego State, and SDSU also violates the
26 prohibition against using the names for commercial purposes.

27 **58.** As set forth above, the Initiative also displays, advertises, and announces the names
28 San Diego State University, San Diego State, and SDSU in connection with meetings, assemblies,

1 **63.** Petitioners are informed and believe that the Proponents of the Initiative, Friends of
2 SDSU, its members, and circulators who gathered signatures for the Initiative petition willfully and
3 knowingly circulated, published, and/or exhibited false statements and/or misrepresentations
4 concerning the contents, purport, or effect of the petition, for the purpose of obtaining signatures
5 to, or persuading or influencing people to sign the petition, in violation of Section 18600.

6 **64.** As set forth above, these false statements and misrepresentations made by the
7 Proponents of the Initiative, Friends of SDSU, its members, and circulators include, among other
8 things, (1) falsely stating and implying that the SDSU West Initiative and/or the Friends of SDSU
9 are sponsored, endorsed, and/or backed by SDSU; and (2) misstating the content, purport, and/or
10 effect of the Initiative, including by misstating either expressly or impliedly the extent of the
11 commercial development that could occur under the Initiative, and by stating and/or implying that,
12 if the Initiative is passed, the proposed development will occur, the Initiative requires SDSU to
13 build a stadium and revitalize the River Park, and the Initiative will result in the Existing Stadium
14 Site being sold to SDSU.

15 **65.** Petitioners are informed and believe that, in reliance on the aforementioned false
16 statements and misrepresentations made by the Proponents of the Initiative, Friends of SDSU, its
17 members, and circulators, voters were misled and induced into signing the Initiative petition.

18 **66.** Petitioners are informed and believe that the Proponents of the Initiative, Friends of
19 SDSU, its members, and circulators have (i) intentionally misrepresented and/or made other false
20 statements not expressly complained of herein, concerning the contents, purport, or effect of the
21 Initiative petition to persons who signed, or who desired to sign, or who were requested to sign, or
22 who made inquiries with reference to it, or to whom it was presented for signature, and (ii) willfully
23 and knowingly circulated, published, and/or exhibited other false statements and/or
24 misrepresentations not expressly complained of herein concerning the contents, purport, or effect
25 of the Initiative petition for the purpose of obtaining signatures to, or persuading or influencing
26 persons to sign, that petition.

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Dated: April 18, 2018

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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 1 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 1 football, National Collegiate Athletic Association Football Bowl Subdivision Division 1 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

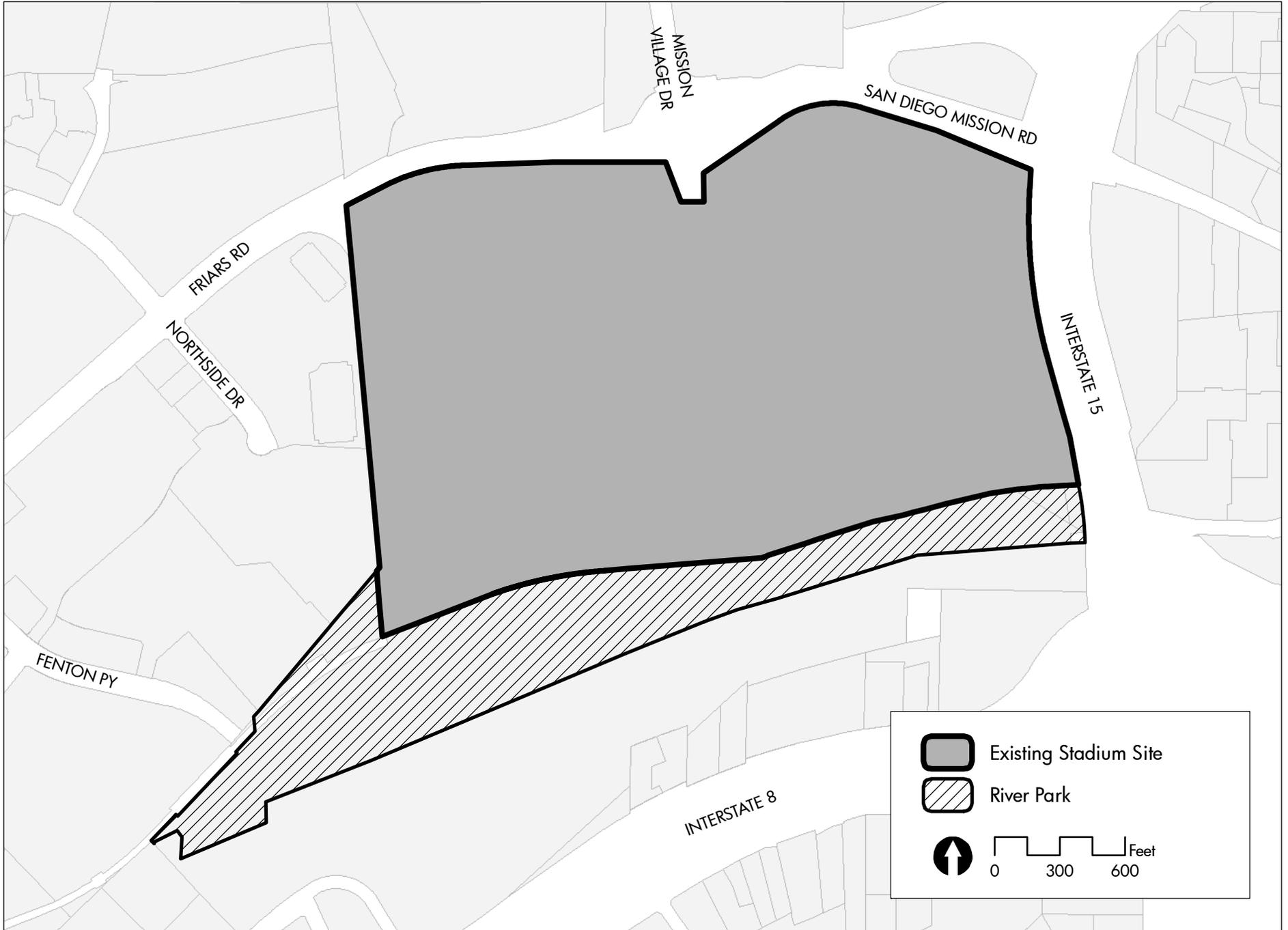


EXHIBIT B

**A STATEMENT OF THE REASONS FOR THE PROPOSED ACTION AS
CONTEMPLATED IN SAID PETITION IS AS FOLLOWS:**

San Diego State University (SDSU) is a critical component of the region's higher education system, and has been a catalyst for the City's growth by offering first class education to residents. SDSU's existing campus cannot accommodate significant additional growth. In order for SDSU to meet the region's future higher education needs, additional land is needed.

This initiative authorizes the sale of the Existing Stadium Site to SDSU based on a determination of fair market value. It requires SDSU to comprehensively plan the Existing Stadium Site to provide facilities for educational, research, entrepreneurial and technology programs within a mixed-use campus village and research park.

This initiative also requires SDSU to revitalize and restore the San Diego River Park south of the Existing Stadium Site as designated parkland, including walking and biking trails, a river buffer of native vegetation, and requires River Park improvements be made at no cost to the City General Fund.

This initiative also requires SDSU to construct a Joint Use Stadium, comprised of approximately 35,000 seats, for SDSU football and other potential sports partners, including professional soccer, and adaptable for the NFL, and further requires that SDSU, not the City, pay for any stadium rehabilitation costs, demolition or removal costs, cost overruns, operating costs, maintenance, or capital improvement expenses.

This initiative contributes significant public benefits to the City and region, and requires a thorough CEQA environmental review as part of an open and transparent master plan process.

This Initiative will not raise or impose any new or additional taxes on City residents.

INITIATIVE PROPONENTS' NAMES, SIGNATURES, ADDRESSES

 9-29-17
Proponent Signature Date

Jack McGroarty
7383 Rensley Place
La Jolla, CA 92037

 9/29/17
Proponent Signature Date

Stephen P. Doyle
8311 Harbor View Drive
San Diego, CA 92016

EXHIBIT C

RESOLUTION NUMBER R- 311595

DATE OF FINAL PASSAGE MAR 12 2018

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO DECLARING AN INTENTION TO SUBMIT TO THE VOTERS A MEASURE REGARDING AN INITIATIVE PETITION TITLED "SDSU WEST CAMPUS RESEARCH CENTER, STADIUM AND RIVER PARK."

WHEREAS, on January 16, 2018, proponents Jack McGrory and Stephen Doyle filed an initiative petition titled, "SDSU West Campus Research Center, Stadium and River Park" (the initiative petition or initiative) with the San Diego City Clerk (City Clerk); and

WHEREAS, the initiative proposes that the City sell approximately 132 acres of property, including SDCCU (formerly Qualcomm) Stadium (Existing Stadium Site), to "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" (collectively SDSU); and

WHEREAS, under the initiative, the City would adopt a "new legislative policy" to authorize, direct, and provide the means for selling the Existing Stadium Site to SDSU for "bona fide public purposes," as defined in the initiative; and

WHEREAS, under the initiative, the "new legislative policy" would be implemented through a new section of the San Diego Municipal Code (Municipal Code) providing the City "shall sell" the site in compliance with the San Diego City Charter (Charter) and the conditions in the new Municipal Code section; and

WHEREAS, the initiative states the "sale shall provide for the development of" a number of improvements on the Existing Stadium Site, including a new joint use stadium, a river park,

public trails and open space, recreation space and parks, practice and recreation fields, and facilities for educational, research, entrepreneurial and technology programs, within a mixed-use campus village and research park comprised of: academic and administrative buildings; commercial technology and office space, retail uses, hotel(s), various types of housing, and trolley and other types of public transportation improvements; and

WHEREAS, the City Clerk confirmed that the petition was filed on time and in compliance with requirements of Municipal Code sections 27.1019 and 27.1020; and

WHEREAS, the City Clerk accepted the initiative petition as filed; and

WHEREAS, the City Clerk submitted the initiative petition to the San Diego County Registrar of Voters (Registrar of Voters) for signature verification; and

WHEREAS, the Registrar of Voters conducted a legally required verification and, on February 15, 2018, found the initiative petition to contain the valid signatures of more than ten percent of the City's registered voters at the last general election, sufficient under Charter section 23 to qualify the initiative for direct submission to the voters; and

WHEREAS, on February 26, 2018, in compliance with Municipal Code section 27.1027, the City Clerk presented the initiative petition, with its certification attached, to the San Diego City Council (Council); and

WHEREAS, in compliance with Municipal Code section 27.1034, if the initiative petition presented to the Council contains the signatures of ten percent or more of the voters, the Council shall, within ten business days of the date of presentation, adopt or reject the legislative act as presented, but may not amend it; and

WHEREAS, in compliance with Municipal Code sections 27.1034 and 27.1035, the Council shall consider the petition and either (1) grant the initiative petition and adopt its

provisions in full; or (2) adopt a resolution of intention to submit the matter to the voters at a special election, and direct the City Attorney to prepare an ordinance calling a special election to place the matter on the ballot; and

WHEREAS, on March 12, 2018, the Council considered the initiative petition, decided not to adopt the legislative act, and thus now adopts this resolution of intention to submit the matter to the voters; and

WHEREAS, Charter section 23 directs that initiated legislative acts that qualify for the ballot “shall be submitted to the electorate at a Municipal Special Election consolidated with the next City-wide Municipal General Election ballot on which the measures legally can be placed, or at a City-wide Municipal Special Election held prior to that general election”; and

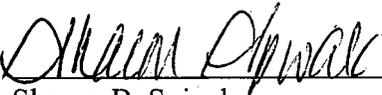
WHEREAS, pursuant to Charter section 295(b), the Council’s resolution of intention related to matters to submit to City voters at a Municipal Special Election is not subject to veto by the Mayor, and thus the date of its passage by the Council shall be deemed the date of its final passage; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. The Council declares its intention to submit the “SDSU West Campus Research Center, Stadium and River Park” initiative to the voters of the City of San Diego at a citywide election; and
2. The Council directs the City Attorney to prepare an ordinance placing the matter on the ballot at a Municipal Special Election consolidated with the next City-wide Municipal

General Election ballot on which the measure legally can be placed (November 2018), or at a City-wide Municipal Special Election held prior to that general election.

APPROVED: MARA W. ELLIOTT, City Attorney

By  _____
Sharon B. Spivak
Deputy City Attorney

SBS:jdf
02/27/18
Or.Dept: City Clerk
Document No.: 1692812

Passed by the Council of The City of San Diego on MAR 12 2018, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage MAR 12 2018.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *Steph...*, Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- 311595

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VERIFICATION

I, Carrie R. Taylor, am a party to this action. I have read the foregoing "Verified Petition for Writ of Mandate and Complaint for Injunctive and Declaratory Relief" and know its contents.

The matters stated in the foregoing document are true and correct of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on April 16, 2018 at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Carrie R. Taylor

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VERIFICATION

I, David F. Dunbar, am a party to this action. I have read the foregoing “Verified Petition for Writ of Mandate and Complaint for Injunctive and Declaratory Relief” and know its contents.

The matters stated in the foregoing document are true and correct of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on April 16, 2018 at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



David F. Dunbar