

# CITY OF SAN DIEGO

(This Measure will appear on the ballot in the following form.)

---

## MEASURE G

**MISSION VALLEY STADIUM - SDSU WEST INITIATIVE:** Shall the City sell Mission Valley stadium property to San Diego State University or any SDSU auxiliary organization, entity, or affiliate, consistent with price, terms, and conditions described in the measure, to allow the California State University Board of Trustees to determine its development, which may include stadium, recreational, educational, residential, office, hotel, retail, and other uses; and if sold, shall the City set aside adjacent land for a river park?

---

This measure requires approval of a simple majority (50% plus 1) of those voting on the measure.

## OFFICIAL TITLE AND SUMMARY

### BALLOT TITLE

SDSU West Citizens' Initiative

### BALLOT SUMMARY

This citizens' initiative measure provides for the sale of approximately 132 acres of property owned by the City of San Diego, including the Mission Valley stadium, to San Diego State University (SDSU) or any SDSU auxiliary organization, entity, or affiliate. Contingent upon certain approvals, the property would be redeveloped, including demolishing the existing stadium and building a new stadium. This measure is proposed by private individuals and does not bind SDSU, a California State University.

If approved by voters, this measure would amend the San Diego Municipal Code to establish a process for the City to sell the property to SDSU or the other listed entities. This measure includes terms and conditions the sale must meet. The sale would not be subject to existing Municipal Code provisions regarding the sale of City property.

The sale would be at the price and terms the City Council deems fair and equitable and in the public interest, to be determined at a public meeting. The sale price must be based on the value of the property as of October 9, 2017. The measure includes several factors the City Council may consider in determining that value.

This measure states that the sale shall provide for development of various educational, residential, commercial, and recreational uses, including a joint use stadium and a river park. If the property is sold, the City would not be responsible for the costs of demolishing the stadium or building a new stadium.

The land specified for the location of a river park would not be sold as part of this measure. The measure does not specify who would pay for, develop, build, or maintain a river park. The measure would prohibit the use of the City's General Fund to pay for the development of the river park, but does not prevent other types of City funds from being used.

## BALLOT SUMMARY (CONTINUED)

Potential uses of the property include:

- a new joint use stadium with approximately 35,000 seats;
- public trails and open space;
- recreation space and parks;
- practice and recreation fields; and
- facilities for educational, research, entrepreneurial and technology programs constructed in phases and comprised of:
  - academic and administrative buildings and classrooms;
  - commercial, technology, and office space;
  - retail uses;
  - hotels;
  - faculty and staff housing;
  - graduate and undergraduate student housing;
  - apartment-style homes for the local community;
  - other market-rate, workforce and affordable homes; and
  - trolley and other public transportation uses and improvements.

If the property is sold, the specific development would be planned through an SDSU Campus Master Plan revision process. This process would include:

- preparation of a Campus Master Plan revision;
- review required by the California Environmental Quality Act (CEQA), including opportunities for public review and input; and
- approval by the Board of Trustees of the California State University.

This measure may not be amended for 20 years after its adoption without a vote of the people.

## CITY ATTORNEY'S IMPARTIAL ANALYSIS

This citizens' initiative measure was placed on the ballot by the City Council after voter signatures qualified the initiative measure for the ballot.

If approved by voters, this measure would allow the sale of approximately 132 acres of Mission Valley stadium property to San Diego State University (SDSU) or any SDSU auxiliary organization, entity, or affiliate, which could include a non-governmental entity or a private party. Voter approval of this measure does not guarantee that the property would be sold or that any specific development would be built.

If the property is sold to SDSU, the Board of Trustees of the California State University will determine the use of the property in its sole discretion through a Campus Master Plan revision process. A Campus Master Plan revision does not require City approval. The City's development regulations would not apply to development by SDSU, regardless of the terms of this measure. It is unclear whether the City's development regulations would apply if SDSU is not the purchaser.

The final development plan for the property will not be known until:

- the Campus Master Plan revision process is complete;
- California Environmental Quality Act (CEQA) review has been performed; and
- the Board of Trustees of the California State University grants its approval.

These steps would occur after the sale.

This measure states that the sale shall provide for development of various educational, residential, commercial, and recreational uses. The measure does not address how the sale would provide for that development. A sale agreement may create requirements related to development, which must be consistent with state laws and the terms of this measure. The terms of a final sale agreement will not be known until after the election, when a purchaser is identified and a sale agreement is negotiated.

The sale must allow the purchaser to lease, sell, or exchange any portion of the property to an entity or affiliate as part of a SDSU-private partnership or arrangement, or to an SDSU auxiliary organization. The purchaser will determine whether the property or a portion of it will be sold to another party or parties.

Existing law allows the City to sell property to a public agency for public purposes on terms the City Council deems fair and equitable and in the public interest. This measure would change existing law to require the City to sell the property to a particular public entity or private party under specific terms, if certain conditions are met. CEQA review is not legally required before a citizens' initiative measure may be approved by voters.

This measure may not be amended for 20 years after its adoption without a vote of the people. Once the property is sold, the terms of the sale agreement could not be changed by a public vote.

## FISCAL IMPACT ANALYSIS

This measure requires the City to sell the SDCCU Stadium site (property) to San Diego State University (SDSU) or an SDSU auxiliary organization, entity, or affiliate (purchaser) upon City Council approval if certain conditions are met. The purchaser would be anticipated to demolish SDCCU stadium and build a 35,000 seat stadium at its expense. After additional permitting, environmental review, and SDSU's completion of a SDSU Campus Master Plan revision, the purchaser would be anticipated to build an unspecified amount of parks, academic buildings and student housing, and other office, retail, residential, and hotel space. The measure provides for construction of a 34-acre river park, but does not specify who would build the park or identify costs and funding sources for the park.

This measure has direct and indirect fiscal impacts. However, those impacts cannot be precisely quantified, as the measure requires future negotiations, and development of the property is subject to many external factors.

Direct fiscal impacts include the sale price of the property. The measure requires the sale price to be based on fair market value as of October 2017, but the price could be adjusted to account for stadium demolition costs, environmental requirements, the cost to develop a river park, and other factors. In June 2017, the property's appraised value was identified as \$73.8 million. The precise sale price is subject to future negotiation and is currently unknown. A portion of sale revenue would go to the City's Public Utilities Department, which owns a portion of the property.

Other potential direct impacts include City staff time and resources to permit and approve developments, remediate environmental contamination, and to build, operate, and maintain the river park. The measure does not specify who will build the river park or any funding for the river park. It does not allow the City's General Fund to fund the river park, but it does not prohibit any other funding source – from the City or any other party – from being used. Additional infrastructure and utilities upgrades may also be required for development of the properties.

Indirect fiscal impacts include expenses and revenues from new economic activity associated with development of the property. City expenditures to provide service associated with development could be necessary, but as the measure does not specify the precise nature of future development it is not possible to precisely quantify potential expenses and revenues associated with future development. Developments of SDSU facilities (academic and administration buildings, student housing, etc) would not be subject to property tax. Development of other retail or office space, or other residential developments, could be subject to property tax. Full development of the property would not be complete for several years and would depend on many factors outside the City's control.

Approval of this measure precludes the City from using the property for other purposes, soliciting proposals to redevelop the property, or otherwise marketing the property for sale or lease. This could also have an unquantifiable fiscal impact.

**The full text of this measure is included in this Voter Pamphlet.**

## ARGUMENT IN FAVOR OF MEASURE G

Measure G -- the SDSU West Initiative -- authorizes the Mayor and City Council to sell the Mission Valley stadium site to San Diego State University at fair market value for much-needed campus expansion, a research center, housing, multi-use stadium and public river park.

- Provides a once-in-a-lifetime opportunity to meet the higher education needs of local students, enabling SDSU to accept more of the nearly 100,000 undergraduate applicants annually.
- SDSU's plan includes nearly 90 acres of parkland, habitat and open space, including a publicly accessible San Diego River Park, which is one reason why the Sierra Club and other environmental organizations endorse Measure G.
- Delivers student, faculty, staff, affordable, workforce and market rate housing to help meet our region's critical housing needs.
- SDSU's plan guarantees a transparent planning process that complies with the California Environmental Quality Act, mitigates project impacts, includes public input, and generates 40,000 fewer vehicle trips per day than SANDAG projected for the competing SoccerCity plan.
- Includes a research park to increase collaboration between education, entrepreneurship, and high-tech business to support SDSU's role as a leading research university and expand its \$5.67 billion annual economic impact on our economy.
- Ensures redevelopment of the stadium property will be in the hands of proven development experts, taking advantage of SDSU's extensive experience and success in managing over \$482 million in campus development since 2013, including housing, retail and academic projects, many involving public-private partnerships.
- Provides a permanent home for SDSU football and other athletics, professional soccer and football, in a state-of-the-art multi-use stadium -- at no cost to taxpayers -- and relieves taxpayers of continuing maintenance costs for the former Qualcomm Stadium.
- Produces thousands of high quality jobs, expanding the University's current employment impact of more than 40,000.
- Generates significant state and local tax revenues, increasing the more than \$457 million produced annually by SDSU.

[www.SDSUWest.com](http://www.SDSUWest.com)

Adam Day, Chair  
California State University  
Board of Trustees

Sally Roush, Immediate Past President  
San Diego State University

Jerry Sanders, President and CEO  
San Diego Regional  
Chamber of Commerce

Jesse Conner, President  
San Diego City Firefighters L145

Dr. Peter A. Anderson, Chairperson  
Sierra Club San Diego

# ARGUMENT AGAINST MEASURE G

## Vote NO on Measure G – A Bad Deal for Taxpayers

**Measure G costs taxpayers hundreds of millions of dollars, deprives K-12 schools of needed funding and provides no guaranteed public benefits.**

**Measure G is a bait & switch benefitting developers.** It quietly allows well-connected private developers — not SDSU — to develop the land.

**Measure G does not expand the campus,** it allows private developers to build office parks and condos. Officials admit a campus expansion could take decades.

**Measure G is a terrible deal for taxpayers.** The independent San Diego County Taxpayers Association reports Measure G is \$208 million worse for City taxpayers than the other plan, Measure E. Almost certainly worse for the schools.

**Measure G continues the massive stadium subsidy** on the Mission Valley site, despite the City's mounting budget deficits. The City recently gave the current stadium almost \$1 million per football game in subsidies that will likely continue for years if Measure G passes.

**Measure G gives well-connected developers a tax loophole** to pay less than their fair share of property taxes. That's less money for San Diego neighborhoods and K-12 schools, but more money for a few well-connected private developers.

**Measure G puts students at risk for hundreds of millions of dollars in risky debt.** If the private development isn't financially successful — by mismanagement or another financial crisis — SDSU must make up for the development's failure and student fees are a key source of new revenue.

**Measure G provides a blank check giveaway to the well-connected developers who crafted the initiative.** They're not required to pay fair market value for the land, as determined by the City's official independent appraisal. A great deal for them; terrible deal for you.

Get the facts: [NoOnMeasureG.com](http://NoOnMeasureG.com)

## Protect Taxpayers and Schools – Vote No on Measure G

Scott Sherman  
San Diego City Councilmember

April Boling  
Taxpayer Advocate

# FULL TEXT OF MEASURE G

## NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given of the intention of the persons whose names appear hereon to circulate a petition within the City of San Diego for the purpose of adopting a new legislative action 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), also known as “Existing Stadium Site,” to San Diego State University (SDSU) for Bona Fide Public Purposes.

## 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;

## FULL TEXT OF MEASURE G (CONTINUED)

- 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.

## FULL TEXT OF MEASURE G (CONTINUED)

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

## FULL TEXT OF MEASURE G (CONTINUED)

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.

## FULL TEXT OF MEASURE G (CONTINUED)

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:

## FULL TEXT OF MEASURE G (CONTINUED)

- (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.

## FULL TEXT OF MEASURE G (CONTINUED)

- (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.

## FULL TEXT OF MEASURE G (CONTINUED)

- (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.

## FULL TEXT OF MEASURE G (CONTINUED)

- (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, 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 (pageA-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.

## FULL TEXT OF MEASURE G (CONTINUED)

- (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.

## FULL TEXT OF MEASURE G (CONTINUED)

- (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.

## FULL TEXT OF MEASURE G (CONTINUED)

### **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.

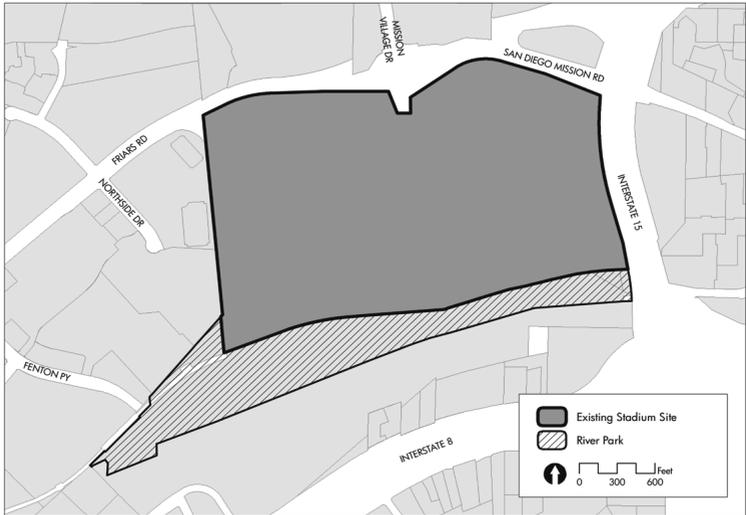
## FULL TEXT OF MEASURE G (CONTINUED)

### SECTION 8. List of Initiative Exhibits.

The Exhibits to this Initiative are:

Exhibit A: Site Map

Exhibit A - Site Map



page A-1

### 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.