



AGENDA

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

October 18, 2011

9:00 a.m.

Executive Committee Room
James R. Mills Building
1255 Imperial Avenue, 10th Floor

San Diego & Arizona Eastern
Railway Company

A Nevada Nonprofit
Corporation

1255 Imperial Avenue,
Suite 1000
San Diego, CA 92101-7490
619.231.1466

BOARD OF DIRECTORS
Randy Perry, Chairman
Bob Jones
Paul Jablonski

OFFICERS
Paul Jablonski, President
Bob Jones, Secretary
Linda Musengo, Treasurer

GENERAL COUNSEL
Karen Landers

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board prior to the meeting and are to be returned at the end of the meeting.

- | | | |
|----|--|---------|
| 1. | <u>Approval of the Minutes of July 19, 2011</u>
Action would approve the SD&AE Railway Company minutes of July 19, 2011. | Approve |
| 2. | <u>Statement of Railway Finances (Linda Musengo)</u>
Action would receive a report for information. | Receive |
| 3. | <u>Report on San Diego and Imperial Valley (SD&IV) Railroad Operations (Matt Domen)</u>
Action would receive a report for information. | Receive |
| 4. | <u>Report on Pacific Southwest Railway Museum (Diana Hyatt)</u>
Action would receive a report for information. | Receive |
| 5. | <u>Report on the Desert Line (Dwight Jory)</u>
Action would receive a report for information. | Receive |
| 6. | <u>Real Property Matters (Tim Allison)</u> | |
| a. | <u>Summary of SD&AE Documents Issued Since July 19, 2011</u>
Action would receive a report for information. | Receive |
| b. | <u>The City of Lemon Grove Main Street Promenade Project</u>
Action would approve a Construction and Maintenance Agreement for the City of Lemon Grove's Main Street Promenade Project. | Approve |

6. Real Property Matters (Tim Allison) – CONTINUED –

- c. Civic Center Drive Crossing Improvements
Action would authorize support for the Civic Center Drive Crossing Improvement Project California Public Utilities Commission (CPUC) application for crossing modifications.

Approve

7. Approval of the 2012 SD&AE Board of Directors Meeting Schedule (Karen Landers)
Action would approve the 2012 SD&AE Board of Directors meeting schedule.

Approve

8. Old Business

9. New Business

10. Public Comments

11. Next Meeting Date: Tuesday, January 17, 2012 (Upon approval of No. 7)

12. Adjournment

A-SDAE-OCT18-11

San Diego and Arizona Eastern Railway Company

October 18, 2011

Sign-in Sheet (VOLUNTARY)

Name	Company
1. Diana Hyatt	Pac. SW Rwy Museum
2. Barbara Kraker	City of Lemon Grove
3. RICHARD BOPSTADT	BORDER RAIL INSTITUTE
4. Robert T Jones	Rail AMERICA
5. Jorge O. Morris	ADMICARON Tj-Tkt Railroad.
6. ANDY PERRY	SJRY
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MINUTES

BOARD OF DIRECTORS MEETING OF THE SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY

July 19, 2011

A meeting of the Board of Directors of the San Diego & Arizona Eastern (SD&AE) Railway Company, a Nevada corporation, was held at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101, on July 19, 2011, at 9:05 a.m.

The following persons, constituting the Board of Directors, were present: Bob Jones and Paul Jablonski. Also in attendance were:

MTS staff:

Tim Allison, Karen Landers, Linda Musengo,
and Wayne Terry

SD&IV staff:

Randy Perry, Matt Domen

Pacific Southwest Railway Museum:

Diana Hyatt

Carrizo Gorge Railway, Inc. (Carrizo):

Chas McHaffie, Sheila LeMire

RailAmerica:

Marc Bader

International Border Rail Institute:

Richard Borstadt

1. Approval of Minutes

Mr. Jablonski moved to approve the Minutes of the April 19, 2011, SD&AE Railway Board of Directors meeting. Mr. Jones seconded the motion, and it was unanimously approved.

2. Statement of Railway Finances

Linda Musengo presented the financial statement for the second quarter of 2011 (attached to the agenda item).

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

3. Report on SD&IV Operations

Matt Domen presented the report of activities for the second quarter of 2011 (attached to the agenda item).

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

4. Report on Pacific Southwest Railway Museum Operations

Diana Hyatt presented the second quarter of 2011 report (attached to the agenda item). She clarified for Mr. Jablonski that the weed abatement is going well.

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

5. Report on the Desert Line

1. Second Quarter Report

Sheila LeMire presented the second quarter report for 2011 (attached to the agenda item).

2. Status of Jacumba Yard Hazardous Waste Cleanup

Chas McHaffie gave an update on the Jacumba yard hazardous waste cleanup efforts. Mr. McHaffie informed the Board that the cleanup is 90% complete, and the Department of Environmental Health (DEH) will conduct a reinspection. Mr. McHaffie added that he feels that Carrizo is in compliance, and he will submit copies of all final DEH orders and/or reports once they are completed.

3. Federal Railroad Administration (FRA) Bridge Inspection Program

Mr. McHaffie stated that this item is not applicable at this time.

Action Taken

Mr. Jones moved to receive the report for information. Mr. Jablonski seconded the motion, and it was unanimously approved.

6. Real Property Matters

a. Summary of SD&AE Documents Issued Since April 19, 2011

Tim Allison stated that since the April 19, 2011, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-11-472: Right of Entry Permit to W. C. Communications, Inc. to install aerial fiber optics at Palm Avenue in El Cajon.
- S200-11-485: Right of Entry Permit to the City of La Mesa for the Flag Day Parade.
- S200-11-487: Right of Entry Permit to Kimley-Horn and Associates, Inc. for field investigations along the South Line.

- S200-11-489: Right of Entry Permit to Terra Pacific Consultants for soils investigation at Hill Street in El Cajon.
- S200-11-491: Right of Entry Permit to Johnson-Frank and Associates, Inc. to perform surveying at the San Ysidro Border.
- S200-11-492: Right of Entry Permit to California Conservation Corps to perform clearing and grubbing along the Coronado Branch for the Bayshore Bikeway Project in Chula Vista.
- S200-11-493: Right of Entry Permit to the Sweetwater Authority to install a water valve at J Street in Chula Vista.
- S200-11-494: Right of Entry Permit to TY Lin International, Inc. to perform field investigations for the South Line Freight Improvement Project.

Mr. Allison clarified that there were no issues with any of the permits listed above—they include standard insurance and indemnity coverage for SD&AE- and MTS-held properties.

Action Taken

Mr. Jablonski moved to receive the report for information. Mr. Jones seconded the motion, and it was unanimously approved.

7. Election to Fill Vacant Position of SD&AE Chair

Mr. Jones introduced Randy Perry, General Manager of the San Joaquin Valley Railroad (a RailAmerica company). Mr. Jones is nominating Mr. Perry as the SD&AE Chairperson to replace the position vacated by Don Seil. Mr. Jones stated that Mr. Perry oversees three railroads, which include San Joaquin, Ventura, and SD&IV.

Action Taken

Mr. Jablonski moved to forward a recommendation to the MTS Board of Directors to elect Randy L. Perry as Chairperson of the SD&AE Board of Directors. Mr. Jones seconded the motion, and it was unanimously approved.

8. Old Business

No old business.

9. New Business

Mr. Jablonski directed Mr. Allison to contact SANDAG staff for a presentation to the SD&AE Board on the status of the San Ysidro Yard Project. Mr. Jablonski reported that staff is in contact with the General Services Administration to discuss property acquisition near the border. Mr. Allison added that the southerly yard entrance will not be impacted as previously planned. Ms. Landers stated that RailAmerica personnel can contact her if they have any issues entering the yard.

Mr. Jones reported that Dan Elliott, Chairman of the Surface Transportation Board, came to San Diego yesterday and had a tour of MTS facilities. Mr. Jones stated that Mr. Elliott was very appreciative of the exposure and the information, and he was very impressed. Mr. Jones thanked everyone involved for their participation in showing Mr. Elliott around.

10. Public Comments

No public comments.

11. Next Meeting Date

The next meeting of the SD&AE Railway Company Board of Directors is on October 18, 2011, at 9:00 a.m. in the Executive Committee Room.

6. Closed Session – Continued (taken out of order)

The Board convened into closed session at 9:24 a.m.

b. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to California Government Code Section 54956.8

Property: MP 113.5 to 119.3 in Ocotillo Wells in Imperial County, CA

Agency Negotiators: Karen Landers, MTS General Counsel; Tim Allison, Manager of Real Estate Assets; and Paul Jablonski, President & CEO

Negotiating Parties: Pattern Energy Group

Under Negotiation: Price and Terms of Payment

Action Taken

The Board received a report and gave direction to staff.

c. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to California Government Code Section 54956.8

Property: MP 92.9 Over Railroad Street in Jacumba, CA

Agency Negotiators: Karen Landers, MTS General Counsel; Tim Allison, Manager of Real Estate Assets; and Paul Jablonski, President & CEO

Negotiating Parties: SDG&E

Under Negotiation: Price and Terms of Payment

Action Taken

The Board received a report and gave direction to staff.

The Board reconvened from closed session into open session at 9:49 a.m.

12. Adjournment

The meeting was adjourned at 9:50 a.m.



President

General Counsel

Agenda

Item No. 2

San Diego and Arizona Eastern (SD&AE)
Railway Company

SDAE 710.1 (PC 50771)

Board of Directors Meeting

October 18, 2011

SUBJECT:

STATEMENT OF RAILWAY FINANCES

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors receive a financial report for the quarter ended September 30, 2011 (Attachment A), and a draft audited financial report for the year ended June 30, 2011 (Attachment B).

Budget Impact

None.

DISCUSSION:

The financial results for the quarter ended September 30, 2011, and draft audited results for the year ended June 30, 2011, are attached. The current quarter results show decreases of \$11,000 in right of entry revenue and \$2,900 in lease income compared to Q1 2011, while expenses showed a \$2,200 positive variance. Net loss for Q1 was \$(6,015) compared to net income of \$5,751 in Q1 2011. Due to adjustments entered during audit procedures, net income for the year ended June 30, 2011, was reduced from the previously reported total by \$26,645, which is related to additional expenses for professional services and personnel costs. The total ending reserve balance will be available in the January financial report after the final allocation of interest income is performed.

Attachments: A. SD&AE Operating Statement Q1 2012
B. SD&AE Draft Audited Operating Statement FY 2011

SD&AE operating statement FY2012 and FY2011

	FY2012	FY2011				
	Q1	Q1	Q2	Q3	Q4	YTD
Revenue						
Right of entry permits	\$ 1,221	\$ 12,250	\$ 5,450	\$ 21,370	\$ 13,040	\$ 52,110
Lease income	19,155	22,072	28,845	19,340	18,580	88,837
SD&IV 1% freight fee	-	-	-	38,187	-	38,187
Total revenue	20,376	34,322	34,295	78,897	31,620	179,134
Expense						
Personnel costs	20,284	19,916	22,595	18,746	22,893	84,150
Outside services	-	-	260	-	24,429	24,689
Risk management	5,798	8,352	8,194	7,771	5,974	30,291
Misc operating expenses	309	303	194	70	-	567
Depreciation	-	-	-	-	17,080	17,080
Total expense	26,391	28,571	31,243	26,587	70,376	156,776
Net income/(loss)	\$ (6,015)	\$ 5,751	\$ 3,052	\$ 52,310	\$ (38,756)	\$ 22,358

Reserve balance 2011 - estimated	\$ 915,738
Allocated interest earnings - estimated	3,207
Operating profit (loss)	(6,015)
Improvement expense 2011	-
Reserve balance 2012- estimated	\$ 912,930

Attachment A

SD&AE DRAFT audited operating statement FY2011 and FY2010

	FY2011									
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Revenue										
Right of entry permits	\$ 12,250	\$ 5,450	\$ 21,370	\$ 13,040	\$ 52,110	\$ 21,619	\$ 17,400	\$ 8,500	\$ 10,975	\$ 58,494
Lease income	22,072	28,845	19,340	18,580	88,837	25,871	43,341	819	31,193	101,224
SD&IV 1% freight fee	-	-	38,187	-	38,187	-	-	-	35,542	35,542
Total revenue	34,322	34,295	78,897	31,620	\$ 179,134	47,490	60,741	9,319	77,710	195,260
Expense										
Personnel costs	19,916	22,595	18,746	22,893	84,149	22,734	26,334	19,540	18,682	87,291
Outside services	-	260	-	24,429	24,689	12,031	5,989	5,147	37,574	60,742
Energy costs	-	-	-	-	-	-	-	-	32	32
Risk management	8,352	8,194	7,771	5,974	30,291	8,486	8,486	8,403	8,352	33,728
Misc operating expenses	303	194	70	-	567	20,474	(18,913)	25	-	1,586
Depreciation	-	-	-	17,080	17,080	-	-	-	17,080	17,080
Total expense	28,571	31,243	26,586	70,376	156,776	63,725	21,897	33,115	81,721	200,458
Net income/(loss)	\$ 5,751	\$ 3,052	\$ 52,311	\$ (38,756)	22,358	\$ (16,235)	\$ 38,845	\$ (23,796)	\$ (4,011)	\$ (5,198)

Changes from statement presented July 2011: Net income reduced by \$26,645 due to adjustments entered after preliminary 2011 operating statement prepared:

1. \$250 increase in right of entry permits revenue - billing adjustments
2. \$24,094 additional cost for outside services - LAN Engineering
3. \$2,800 increase in personnel cost - final pay period for FY11

Reserve balance 2010 - final	\$ 890,173
Allocated interest earnings - estimated	3,207
Operating profit (loss)	22,358
Improvement expense 2011	-
Reserve balance 2011- estimated	\$ 915,738

Final interest allocation not yet available, will be reported in January

Attachment B

Agenda

Item No. 3

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

October 18, 2011

SUBJECT:

REPORT ON SAN DIEGO AND IMPERIAL VALLEY (SD&IV) RAILROAD OPERATIONS

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

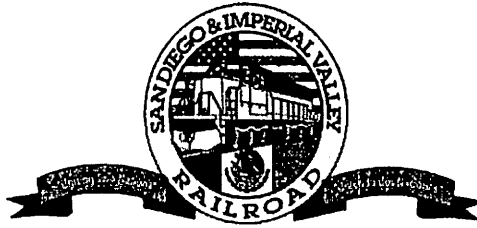
Budget Impact

None.

DISCUSSION:

An oral report will be given during the meeting.

Attachment: Periodic Report for the 3rd Quarter of 2011



SD&AE Board
C/O MTS
1255 Imperial Avenue, Suite 1000
San Diego, California 92101

October 6, 2011

Periodic Report

In accordance with Section 20 of the Agreement for Operational Freight Service and Control through Management of the San Diego and Arizona Eastern Railway Company; activities of interest for the 3rd Quarter of 2011 are listed as follows:

1. Labor

At the end of September 30, 2011 the San Diego & Imperial Railroad had 11 employees:

- 1 General Manager
- 1 Asst. General Manager
- 1 Asst. Trainmaster
- 1 Manager - Marketing & Sales
- 1 Office Manager
- 1 Mechanical Officer
- 1 Roadmaster
- 1 Maintenance of Way Employee
- 2 Train Service Employees
- 1 Utility Employee

2. Marketing

Volume in the 3rd Quarter was lower than the same time frame in 2010 by 29%. The volume remains significantly impacted by border crossing issues of Texas Gas & Oil LPG's. LPG's into Mexico were down 69% and overall Bridge traffic into Mexico down 41%. Traffic destined or originating on the SDIY was up 7% to this time last year impacted by the Circus train.

3. Reportable Injuries/Environmental

Days through year to date, September 30, 2011, there were no FRA Reportable injuries or environmental incidents on the SDIV Railroad.

Days FRA Reportable Injury Free: 4385

4. Summary of Freight

	2011	2010	2009
Total rail carloads that moved by SDIY Rail Service in the quarter.	999	1412	1271
Total railroad carloads Terminating/Originating Mexico in the quarter.	657	1105	1088
Total railroad carloads Terminating/Originating El Cajon, San Diego, National City, San Ysidro, California in the quarter.	317	297	239
Total customers directly served by SDIY in the quarter	10	12	12
Regional Truck trips that SDIY Railroad Service replaced in the quarter	3396	4800	4321

Respectfully,

Randy Perry-

General Manager

Agenda

Item No. 4

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

October 18, 2011

SUBJECT:

REPORT ON PACIFIC SOUTHWEST RAILWAY MUSEUM

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

A report will be presented during the meeting.

Attachment: Third Quarter Report for 2011



Pacific Southwest Railway Museum

La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776

S&AE Board
c/o Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Re: Third Quarter, 2011

Dear SD&AE Board:

During the third quarter of 2011, the Pacific Southwest Railway Museum carried 1,294 passengers with no FRA reportable accidents or injuries. Total income from SD&AE property for third quarter 2011 was \$19,285.81; a check for \$385.72 is enclosed. By comparison, PSRM carried 1,468 passengers during the third quarter of 2010 and total income from SD&AE property for that quarter was \$23,942.85. Summer ridership figures are down with a corresponding drop in income over this time last year. There were no special event trains offered during this time period and only three moonlight trains.

The track rehabilitation project at MP 64.8 is 90% complete. About one hundred and seventy ties have been replaced in the curve along with the earlier work of swapping eight to ten sticks of rail. To date, we have spent \$28,000 on this project. Due to cost over-runs, its completion has been delayed until additional funds become available.

Progress on the Campo Depot waiting room continues with interior electrical work close to completion. Some of the wooden benches have been ordered and we await delivery of the ticket counter from the contracted carpenter. Additionally, the Board recently approved the installation of a heat pump system that will provide heating and air conditioning for the downstairs waiting room as well as the upstairs baggage room that houses the museum's Gift Shop.

Museum volunteers are gearing up for a busy fourth quarter with three weeks of Pumpkin Trains and four weeks of North Pole trains. Online sales are steady for both events. If the board is interested, I would like to offer the use of our private car the Robert Peary, which seats 20, on one of our North Pole Trains operating every Friday and Saturday between November 25th and December 17th.

Sincerely,

Diana Hyatt
President

Agenda

Item No. 5

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

October 18, 2011

SUBJECT:

REPORT ON THE DESERT LINE

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

A report will be presented during the meeting.



Periodic Report

To The San Diego & Arizona Eastern Railway Company

Third Quarter 2011

The periodic Report to the SD&AE Railway Company is produced quarterly by the Carrizo Gorge Railway, Inc for the SD&AE Board, in fulfillment of contractual requirements and to document activity in the restoration of the line to regional service along with its ongoing improvement for future generations.

CARRIZO GORGE RAILWAY, INC.

Accomplishments during Third Quarter 2011

CONTENTS

THIRD QUARTER 2011 ACTIVITY

Appendix A- MOW Summary

Appendix B- Desert Line Freight Revenues

Financial Summary

CARRIZO GORGE RAILWAY, INC.

Third Quarter 2011

Metropolitan Transit Development Board
San Diego & Arizona Eastern Railway Board
1255 Imperial Avenue 10th floor
San Diego, California 92101

Pursuant to reporting agreement, here is the summary of Third Quarter activity for 2011.

I. Labor

As of September 30, 2011, Carrizo Gorge Railway has 6 employees to cover the railroad administration and operation in the U.S.

- 3 Administration
- 1 DSL & Engineer
- 1 Train Master & Locomotive engineer
- 1 Track Inspector & Signals

CARRIZO GORGE RAILWAY, INC.

II. Marketing

Carrizo Gorge Railway is currently not seeking any new business for the desert line until repairs can be completed

Carrizo Gorge Railway continued working to improve relations with Admicarga in an effort to increase revenues as well as the improvement of service to the shipping community in the region.

III. Desert Line

Carrizo Gorge Railway is the rail freight operator on the Desert Line by contractual agreement with Rail America/ SD&IV and with the approval of SD&AE/ MTDB.

IV. Reportable Injuries / Environmental Incidents

There were no reportable injuries in the Third quarter of 2011.

There were no reportable accidents in the Third quarter of 2011.

There were was on enviromental incidents in the Third quarter of 2011.

CARRIZO GORGE RAILWAY, INC.

V. Freight Activity

No freight activity in the 3th quarter of 2011 due to the embargo , we are still continuing to store empties, with a total amount of 52 GE cars located in the East end of the line as of this date.

MOW Sand carloads moved on the Desert Line	0
Revenue Sand carloads moved on the Desert Line	0
Revenue Freight carloads moved to/from Seeley Via interchange with UPRR, on the Desert Line	0
Non-Revenue Freight carloads moved from UPRR and USG, on the Desert Line	0
Revenue Freight carloads terminating/originating in Mexico to/from San Ysidro via interchange with SD&IV Railroad	0
Total overall second quarter 2011 Carloads Moved	0
Revenue Empties	0
Revenue Storage	52

CARRIZO GORGE RAILWAY, INC.

VI. Mexican Railroad

Carrizo Gorge Railway is the rail freight operator for the State of Baja California, Mexico and continues to employ the following personnel dedicated to freight service south of the border.

Here is an update of Carrizo Gorge Railway, Inc. Mexico's Operation.

CURRENT MEXICO PERSONNEL

- 1 Director of Operations
- 1 Supervisor of Operations
- 3 Dispatchers
- 3 Train Engineers
- 6 Conductors
- 1 Mechanic
- 1 Division Engineer
- 1 Track Inspector
- 1 Track Supervisor
- 8 Track laborer
- 2 Traffic

CARRIZO GORGE RAILWAY, INC.

Page 1 of 1

Appendix A M.O.W. SUMMARY

DESERT LINE

TRACK

Ties Installed (6" x 8" x 8')	0	each
(7" x 9" x 9")	0	each
Stringers	0	each
90 lb/yd Rail Change Out	0	ft.
113 lb. rail Change Out	0	ft.
Repair Open Joints	0	each
Track Regaging	0	each
Separator Rails (4" x 8" x 20")	0	each
Replace Missing Track Bolts	0	each
Rail Anchors Replaces	0	each
Repair Broken angle bars (60 lb.)	0	each
(75 lb.)	0	each
(90 lb.)	0	each
Track Surfaced	0	ft
Track Spikes Used (new)	0	each
Switch Ties Installed	0	each

CARRIZO GORGE RAILWAY, INC.

Page 1 of 1
Appendix B
FINANCIAL SUMMARY

DESERT LINE

REVENUE FREIGHT HAULED

Railcar loads to/from UP Interchange, Seeley /Plaster City	0
Railcar loads revenue sand from Dixie (Plaster City) to Campo	0
Non-revenue Freight USG Cars	
Total	0

Track Use Fees:

Interchange freight to/from UPRR over the Desert Line

SD&AE / MTS 1% payment	71.76
SD&IV / Rail America payment 6.9 (52 Railcars Storage)	495.14

Revenue Sand from Dixie to Campo

SD&AE / MTS 1% payment	0.00
SD&IV RailAmerica payment(0cars at \$0.00 each)	0.00

Agenda

Item No. 6a

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

October 18, 2011

SUBJECT:

SUMMARY OF SD&AE DOCUMENTS ISSUED SINCE JULY 19, 2011

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

Since the July 19, 2011, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-12-495: Right of Entry Permit to Bureau Veritas North America, Inc. for field investigations in San Ysidro for the South Line Freight Rehabilitation Project.
- S200-12-496: Right of Entry Permit to Underground Solutions, Inc. for field investigations for the South Line Freight Rehabilitation Project.
- S200-12-497: Right of Entry Permit to Southwest Signal Service, Inc. for installing street lighting along the East Line in Encanto in the City of San Diego.
- S200-12-498: Right of Entry Permit to San Diego County Bicycle Coalition for the Bike the Bay event.
- S200-12-499: Right of Entry Permit to Palm Engineering Construction Company, Inc. to construct the Bayshore Bikeway Segments 7 and 8a in the City of Chula Vista on the Coronado Branch.
- S200-12-500: Right of Entry Permit to HNTB Corporation for field investigations for the Traction Power Substation Improvement Project on the East Line and South Line.

- S200-12-501: Right of Entry Permit to Leighton Consulting, Inc. for field investigations for the Traction Power Substation Improvement Project on the East Line and South Line.
- S200-12-502: Right of Entry Permit to Project Design Consultants, Inc. for field investigations for the Traction Power Substation Improvement Project on the East Line and the South Line.
- S200-12-504: Right of Entry Permit to Pacific Drilling Company for field investigations for the Traction Power Substation Improvement Project on the East Line and the South Line.

Agenda

Item No. 6b

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

October 18, 2011

SUBJECT:

THE CITY OF LEMON GROVE MAIN STREET PROMENADE PROJECT

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors approve a Construction and Maintenance Agreement (page 6b-2 attached) for the City of Lemon Grove's Main Street Promenade Project.

Budget Impact

Staff costs would be borne by SD&AE/MTS by mutual agreement with the City of Lemon Grove.

DISCUSSION:

The City of Lemon Grove is developing a section of its downtown located adjacent to the Lemon Grove Trolley Station immediately to the west of the station (between Broadway, Olive Avenue, and North Avenue). As part of the development proposal, the project contemplates a pedestrian promenade over the future vacated Main Street with connectivity to the existing trolley platform. The promenade creates a public plaza that integrates the existing station into the new mixed-use development.

The Board has seen this project on two prior occasions authorizing its support for the project and giving direction to staff for design-element consideration. Staff has incorporated those instructions into its approvals with the City of Lemon Grove. Attached is a Construction and Maintenance Agreement (Attachment A) to be executed by SD&AE and the City of Lemon Grove to allow certain improvements within SD&AE right-of-way. The Agreement outlines costs, indemnity, insurance, maintenance responsibilities, etc.

Therefore, staff is requesting approval of a Construction and Maintenance Agreement (page A-2) for the City of Lemon Grove's Main Street Promenade Project.

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT ("CMA") is made and entered into this _____ day of _____, 2011, by and between the SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY ("SDAE"), a California public agency, and The City of Lemon Grove, a California municipal corporation ("CITY") (collectively the "Parties").

RECITALS

WHEREAS, SDAE is the owner of certain railroad right-of-way assets (the "ROW") located in the City of Lemon Grove. The ROW is in in-active use by heavy rail and light rail operators; and

WHEREAS, CITY proposes to construct the Main Street Promenade Project (the "Project") in the City of Lemon Grove adjacent to the Lemon Grove Trolley Station. The CITY desires to construct hardscape, landscape and public art improvements within the ROW (the "Improvements") all to serve the Project in substantial compliance with schematic plans attached hereto as Exhibit "A"; and

WHEREAS, the Parties entered into a Reciprocal Fee Waiver Agreement dated November 14, 2006 whereby the Parties agreed to waive processing fees for the respective parties projects within the others control;

NOW, THEREFORE, IT IS AGREED:

1. **License.** SDAE agrees to grant to CITY a license upon certain portions of the ROW in the City of Lemon Grove, described in Exhibit "B", solely for the purpose of constructing, maintaining, and operating the Improvements, in strict accordance with the provisions of this CMA. This license will be granted subject to the prior, continuing, and future rights and obligations of SDAE (including its licensees, successors and assigns) to use the ROW for railroad purposes and other consistent uses, including, but not limited to, existing and future transportation activities, utilities, communication systems, pipeline facilities and appurtenances in, upon, over, across and along the ROW, and there is expressly reserved unto SDAE, and its respective successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, operate, and use any and all existing and future facilities and appurtenances related to the above-referenced uses.

2. **Use.** If CITY shall use the ROW for any purpose other than as stated in Section 1 above, or fail to act in accordance with the provisions of this CMA, or act in a manner which interferes with the use of the ROW by SDAE (including its licensees, successors and assigns), then SDAE (or its successors and assigns) shall provide CITY with a timely written notice of any claim of default, meet and confer with CITY regarding the claim of default, and allow CITY a reasonable opportunity to cure the default so long as CITY proceeds expeditiously to cure the default. If CITY fails to cure the default in a timely manner, SDAE may exercise its remedies at law or equity against CITY. It is expressly understood and agreed by SDAE that CITY shall use the ROW without interference or damage to the catenary wires, pipelines, electric transmission lines, telephone lines, telegraph lines, communications systems and other facilities of like character, existing or constructed during the term of this CMA over, under, along and across the ROW. CITY hereby agrees that it will indemnify and save harmless SDAE from and against any and all liability for any such interference or damage by CITY or its contractors or agents as more expressly set forth below in paragraph 8.

3. **Conditions and Limitations.**

(a) **Conditions and Limitations on Use.**

- (i) CITY shall comply with all applicable terms, conditions, directives and requirements of SDAE's policies regarding rights-of-way and other SDAE ordinances, rules and regulations. CITY shall comply with all applicable laws and regulations of the federal, state, county, local governments and all administrative agencies thereof which may have jurisdiction over CITY's construction, maintenance, and operation of the Project.
- (ii) No use, construction, or maintenance by CITY or on CITY's behalf on the Project will interfere with any type of railroad operations on the ROW.
- (iii) CITY shall not leave any personal property or equipment on the ROW unattended at any time unless approved by SDAE.

(b) **Limitations on License.** The license and permission to be granted by SDAE to CITY are without warranty of title of any kind, expressed or implied, and are subject to and subordinate to all prior licenses, leases, easements, restrictions, reservations, conditions, covenants, encumbrances, right-of-ways, liens and claims of title which may in any manner encumber the ROW.

4. **Maintenance and Upgrade of Improvements.** CITY shall maintain at its expense the Improvements constructed pursuant to the terms of this CMA and which are over, under, along, and across the ROW.

5. **Construction Right of Entry Permit.** The exercise of any and all rights provided by this CMA is subject to the requirement that CITY and/or its contractors and agents first obtain a Right of Entry Permit ("ROE Permit") from SDAE prior to entry onto the ROW for the construction, upgrade, reconstruction, or maintenance of the Improvements. The ROE Permit requires that CITY and/or its contractors and agents procure and maintain in force at all times during the construction contract, the insurance described in this CMA. SDAE shall timely process any applications required to obtain the ROE Permit, and shall not unreasonably deny or delay the issuance of such ROE Permit. CITY and/or its contractors and agents will comply with all SDAE policies, rules and regulations as stated in the ROE Permit, and the instructions of SDAE's representatives in relation to the proper manner of protecting the railroad tracks and traffic moving thereon, catenary lines, pull lines, signals and other property of SDAE or their respective tenants or licensees, during the period of construction of the Improvements and shall perform the work at such times and in such a manner so as not to endanger or interfere with the safe and timely operation of the railroad track and other facilities. CITY shall be responsible for all costs related to plan review, processing, and inspecting the construction of Improvements incurred by SDAE including staff, consultant, and other direct costs.

6. **Maintenance ROE Permit.** Notwithstanding the foregoing, SDAE hereby grants to CITY a Durable Maintenance ROE Permit to allow CITY to enter onto the ROW for routine maintenance of the Improvements, including, but not limited to, activities such as trash removal, landscape maintenance if any, minor repairs, and similar maintenance activities. The Durable Maintenance ROE Permit shall remain effective throughout the life of this CMA and be subject to all of the terms of this CMA, including but not limited to the indemnity and insurance provisions. Entry onto the ROW by individuals or entities other than CITY (such as contractors, agents, and non-CITY employees) shall require a separate ROE Permit as specified in paragraph 5, notwithstanding the traverse of the at-grade crossings as a private right-of-way.

7. **Notice.** The exercise of any and all rights provided to CITY by this CMA is also subject to the notice requirements set forth in the ROE Permits for the construction and maintenance of the Improvements, prior to entry onto the ROW for any purpose.

8. **Indemnification.**

(a) CITY

CITY shall indemnify, defend and hold harmless the San Diego Metropolitan Transit System ("MTS"), its Board, officers, directors, agents, and employees, Rail America, the San Diego and Imperial Valley Railroad ("SD&IV"), SD&AE, San Diego Trolley, Inc. ("SDTI"), San Diego Transit Corporation ("SDTC"), any other entity performing maintenance work on the ROW, any other entity providing passenger rail operation services for SDAE or SD&AE on the ROW, and any other entity providing dispatch services to SDAE for the ROW, their officers, directors, agents and employees ("SDAE Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, third party claims, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SDAE Indemnitees arising out of or connected with this CMA, the maintenance of any device or appurtenance implemented under this CMA, and any negligent acts or omissions on the part of CITY, its Council, officers, agents, contractors, employees, or invitees, which shall include members of the public using the Project. The requirements as to the types and limits of the insurance coverage to be maintained by CITY as required by section 9, and any approval of the insurance by SDAE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this CMA, including but limited to, the provisions concerning indemnification.

(b) SDAE

SDAE agrees to indemnify, defend and hold harmless CITY and its officers, agents, volunteers, contractors, and employees ("CITY Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnitees arising out of or connected with any negligent acts or omissions on the part of SDAE, its Board, officers, agents, contractors, or employees, under or in connection with any work, authority or jurisdiction delegated to SDAE under this CMA. SDAE shall have no obligation to indemnify any invitee of CITY.

(c) CONCURRENT NEGLIGENCE

In the event of an act or acts of concurrent negligence which results in the filing of a demand, claim, or complaint against the Parties, each party shall defend and represent itself such that each party shall bear its own costs and attorney's fees.

9. **Insurance.** CITY, at its sole cost and expense, shall procure and maintain the following insurance:

(a) General Liability

- (i) CITY shall maintain \$15 million of general liability coverage. Upon request by SDAE, CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. CITY may meet this requirement, in part or in full, through self-insurance.

- (ii) The coverage described above shall cover bodily injury (including death) and property damage liability, owned and non-owned equipment, and blanket contractual liability.
- (iii) The policies shall not have endorsement limitations relating to operations on or near railroad property.
- (iv) All such policies shall name in the endorsement San Diego Metropolitan Transit System, San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company, San Diego and Imperial Valley Railroad, San Diego Transit Corporation, and their directors, officers, agents, and employees as additional insureds as their interests may appear.

(b) Automobile Liability

- (i) CITY shall maintain \$15 million of automobile liability coverage. Upon request by SDAE, CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. CITY may meet this requirement, in part or in full, through self-insurance.
- (ii) The insurance shall indemnify against loss from liability imposed by law for damages on account of bodily injury, property damage, and personal injury. The automobile coverage shall cover all owned, non-owned, and hired automobiles.

(c) Workers Compensation. CITY shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Right-of-Way, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. CITY shall provide employers' liability insurance in the amount of not less than two million dollars per accident for bodily injury and disease. By its signature hereunder, CITY certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on the Site. Any persons providing services with or on behalf of CITY shall be covered by workers' compensation (or qualified self-insurance.) CITY waives any rights of subrogation against MTS, SD&AE, or any of their subsidiaries, and the policy form must permit and accept such waiver.

(d) Railroad Protective Insurance. CITY shall remove any exclusions relating to performance of operations within the vicinity of any railroad, Project, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage for both the self-insured and excess policies or purchase a separate Railroad Protective Liability policy.

(e) For any claims arising out of or connected with this CMA regarding the maintenance of any device or appurtenance implemented under this CMA, and any negligent acts or omissions on the part of CITY, its officers, agents, contractors, or employees, or CITY's operations or activities, CITY's insurance shall be primary insurance to MTS, SDTI, SDTC, SD&AE, SD&IV, and their directors, officers, employees, contractors, agents or authorized volunteers. Any insurance, self-insurance or other coverage maintained by MTS, SDTI, SDTC, SD&AE, SD&IV, NCTD, and their directors, officers, employees, agents or authorized volunteers shall not contribute to it. All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to the MTS Contracts

Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

(f) CITY shall insure that every contractor or subcontractor retained to perform the construction or maintenance of the Project, who enters upon, uses, or performs any work upon the ROW by or on behalf of CITY shall provide to SDAE evidence of insurance as follows:

- (i) Commercial General Liability. At all times during this contract and, with respect to Products and Completed Operations Liability, for 12 months following the acceptance of the work by SDAE, Contractor agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to SDAE with minimum policy limits of \$2 million dollars (per occurrence) for any general contractor and \$2 million dollars (per occurrence) for any sub-contractors. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Aggregate Limits per Project
- Products/Completed Operations Liability
- No Explosion, Collapse, and Underground (XCU) exclusion
- Contractual Liability, with respect to this agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors

All such policies shall name in the endorsement San Diego Metropolitan Transit System, San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company, San Diego and Imperial Valley Railroad, San Diego Transit Corporation, , the , and their directors, officers, agents, and employees as additional insureds as their interests may appear. All general liability coverages required under this Section 9(f) are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

- (ii) Automobile Liability. At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles at a minimum policy limit of \$1 million dollars. All such policies shall name in the endorsement San Diego Metropolitan Transit System, San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company, San Diego and Imperial Valley Railroad, San Diego Transit Corporation, , and their directors, officers, agents, and employees as additional insureds as their interests may appear.
- (iii) Workers' Compensation/Employer Liability. At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements at a minimum policy limit of \$1 million dollars. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, SDTC, , and CITY and the policy form must permit and accept such waiver.

- (iv) Railroad Protective Insurance. Remove any exclusions relating to performance of operations within the vicinity of any railroad, Project, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage, or purchase a separate Railroad Protective policy in the amount of \$2,000,000 in the name of SDAE, and all other named parties in section f (i) above.
- (v) Notice. All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to SDAE of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

10. **Co-operation in Defense of Claims.** The Parties agree to co-operate in good faith to seek a prompt disposition, by way of dismissal or summary judgment, of any claim or litigation alleging liability of any party to this CMA, based on the construction, maintenance, or operation of the Project.

11. **Default; Termination.**

(a) In the event that CITY fails to perform any obligation under this CMA, CITY shall pay all costs and expenses incurred by SDAE in obtaining performance of such obligations, including costs of suit and reasonable attorney's fees. If CITY uses the ROW for any purpose not expressly authorized by this CMA or fails to act strictly in accordance with the terms and conditions of this CMA, and if such default is not corrected within 30 days' notice from SDAE to CITY, SDAE may prevent CITY from entering the ROW until the default is corrected. If SDAE determines that any default by CITY does or has the potential to cause a danger to the ROW, light rail vehicle operations, or railroad operations, and CITY fails or refuses to timely correct the default, SDAE may perform such work as is reasonable and necessary to remedy the danger, and CITY shall reimburse SDAE for all costs and damages so incurred for correcting the default. If CITY fails or refuses to correct any default after such notice, or refuses to timely reimburse SDAE for the work required to remedy the danger, SDAE may, upon thirty (30) days additional notice and in addition to any other remedy provided by law, terminate this CMA and prevent CITY from entering the ROW thereafter.

(b) In the event SDAE fails to perform any of its obligations under this CMA, CITY shall give SDAE written notice of the nature of the default and the steps required to remedy the default. If the default is not cured within thirty (30) days of the delivery of CITY's notice, CITY may proceed to enforce its rights and protect its interests under this CMA. SDAE shall pay all costs and expenses incurred by CITY in obtaining performance of the obligations, and protecting CITY's interests hereunder, including costs of suit and reasonable attorney's fees. In no case will any enforcement action modify the ownership or operation of the ROW.

(c) This CMA may be terminated at any time by either SDAE or CITY upon one year notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this CMA in this or any other manner herein provided, CITY, upon demand of SDAE, shall abandon the ROW and the use of the Improvements, remove any Improvements constructed, installed or maintained on the ROW for the Project, and restore the ROW and any other improvements or facilities within said ROW, whether owned by SDAE or others, to their original condition in which they were prior to the installation of the Improvements. In case CITY fails to restore SDAE's ROW and improvements or facilities as aforementioned within ten (10) days after the effective date of termination (or other time period approved by SDAE), SDAE may proceed with such work at the expense of CITY. No termination hereof shall release CITY from any liability or obligation

hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date the Improvements are removed and the ROW of SDAE restored as above provided.

(d) Termination of this CMA shall not release any party from any liability or obligation hereunder resulting from an event which occurred before termination.

12. **Notices.** All notices to be given under this CMA shall be in writing and either:

(a) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered upon actual receipt or one (1) business day after deposit with this courier, whichever occurs first; or

(b) Sent by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by facsimile provided that a transmission report is generated reflecting the accurate transmission of the notice, as follows:

Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Attn: Manager of Real Estate Assets
Tel: 619-595-4903

Fax: 619-744-5986

City of Lemon Grove
Tel:

Fax:

These addresses may be changed by written notice to the other Parties provided that no notice of a change of address shall be effective until actual receipt by the Parties of the notice. Copies of notices, if any are so indicated, are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. **Waiver.** Any party's failure to enforce or exercise its rights with respect to any provision hereof shall not be construed as a waiver of such rights or of such provision.

14. **Laws, Venue, and Attorneys' Fees.** This CMA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this CMA, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any claim, legal action or proceeding between the parties arising under or concerning this CMA, the prevailing party(ies) shall be entitled to reasonable attorneys' fees and expenses as part of the judgment resulting there from.

15. **Dispute Resolution.**

(a) The Parties agree that they shall first meet, through their senior staff representatives, to attempt to informally resolve any dispute that arises under this CMA.

(b) If the informal efforts are unsuccessful, then the Parties agree to participate in mediation. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the Parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is

conducted within five (5) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be shared equally by the Parties.

(c) Any dispute not resolved through the mediation required by paragraph (b) of this Section, may proceed to litigation unless the Parties agree in writing to submit the dispute to binding arbitration.

IN WITNESS WHEREOF, the parties hereto have caused this CMA to be executed by and through their respective officers duly authorized on the date written below their signatures.

SAN DIEGO AND ARIZONA EASTERN
RAILWAY COMPANY

CITY OF LEMON GROVE

By: _____
Paul C. Jablonski, President

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____
Of Counsel

List of Exhibits

A. Project Schematic Plans

B. SDAE License

Agenda

Item No. 6C

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

SDAE 710.1 (PC 50771)

October 18, 2011

SUBJECT:

CIVIC CENTER DRIVE CROSSING IMPROVEMENTS

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors authorize support for the Civic Center Drive Crossing Improvement Project California Public Utilities Commission (CPUC) application for crossing modifications.

Budget Impact

Processing fees would be reimbursed to SD&AE.

DISCUSSION:

The California Department of Transportation (Caltrans) is proposing operational improvements at the Civic Center Drive/Wilson Avenue intersection that impacts the railroad crossing immediately to the west of the intersection. Caltrans plans to restripe and signalize the intersection to increase capacity supporting interregional goods movement (page 6c-2).

As part of the project, Caltrans needs to apply to the CPUC for approval to modify the crossing using the GO88-B process. Therefore, the SD&AE Board is being asked to support this project and grant authority for any formal approval needed by the CPUC.

Attachment: Map

LEGEND:

- PROPOSED ROADWAY IMPROVEMENTS
- POTENTIAL STAGING AREAS/ACCESS
- STUDY AREA BOUNDARY

- RIGHT OF WAY LINE
- CUT
- FILL

CIVIC CENTER DRIVE OH
Br No. 57-04688

EXISTING BRIDGE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
------	--------	-------	-----------------------------	---------------------------

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

CHAM HILL
402 W. BROADWAY,
SUITE 1450
SAN DIEGO, CA 92101

SANDAG
401 B STREET, SUITE 800
SAN DIEGO, CA 92101

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CALCULATED-DESIGNED BY
CHECKED BY
REVISOR
DATE REVISOR
DATE



NOT FOR PUBLIC CIRCULATION

PROJECT FEATURE MAP
PORT ACCESS PA/ED
CIVIC CENTER DRIVE
SCALE: 1"=125'

RELATIVE BORDER SCALE
15 IN INCHES



USERNAME: *2 RIVER
DON FILE: *2 REQUEST

CU 00000

EA 297600

DATE PLOTTED: 04/11/2008
TIME PLOTTED: 09:11

Agenda

Item No. 7

San Diego and Arizona Eastern (SD&AE)
Railway Company

SDAE 710.1 (PC 50771)

Board of Directors Meeting

October 18, 2011

SUBJECT:

APPROVAL OF THE 2012 SD&AE BOARD OF DIRECTORS MEETING SCHEDULE

RECOMMENDATION:

That the SD&AE Board of Directors approve the 2012 SD&AE Board of Directors meeting schedule.

Budget Impact

None.

DISCUSSION:

The SD&AE Board of Directors customarily meets once each quarter to discuss business and receive reports from its contract operators. The following meeting schedule is recommended for 2012:

Tuesday, January 17, 2012	9:00 a.m.	(Fourth Quarter 2012 Reports)
Tuesday, April 17, 2012	9:00 a.m.	(First Quarter 2012 Reports)
Tuesday, July 17, 2012	9:00 a.m.	(Second Quarter 2012 Reports)
Tuesday, October 16, 2012	9:00 a.m.	(Third Quarter 2012 Reports)

Upon approval of the above meeting dates, additional information regarding materials due dates and mail-outs are as follows:

Materials Due to Clerk

Friday, January 6, 2012
Friday, April 6, 2012
Friday, July 6, 2012
Friday, October 5, 2012

Materials Mailed

Wednesday, January 11, 2012
Wednesday, April 11, 2012
Wednesday, July 11, 2012
Wednesday, October 10, 2012

OCT18-11.7.2012MTGS.JGARDETTO

Date: 10/18/2011



REQUEST TO SPEAK

Agenda Item No. 10

Order Request Received 1

PLEASE SUBMIT THIS COMPLETED FORM (AND ANY WRITTEN STATEMENTS) TO THE CLERK OF THE COMMITTEE PRIOR TO DISCUSSION OF YOUR ITEM¹.

1. INSTRUCTIONS

This Request to Speak form must be filled out and submitted in advance of the discussion of your item to the Clerk of the Committee (please attach your written statement to this form). Communications on hearings and agenda items are generally limited to three (3) minutes per person unless the Committee authorizes additional time. However, the Chairperson may limit comment to one or two minutes each if there are multiple requests to speak on a particular item. General public comments on items not on the agenda are limited to three (3) minutes. Please be brief and to the point. No yielding of time is allowed. Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

Please Print

NAME	Jorge Octavio Monraz Sustita
Address	Blvd. Defensores de Baja California
Telephone	+52(665) 521 2903 to 05
Organization represented (if any)	ADMICAKA
Subject of your remarks	Toyota Service. to Tijuana
Regarding Agenda Item No.	10.- Public Comments.
Your comments are presenting a position of:	<input type="checkbox"/> SUPPORT <input type="checkbox"/> OPPOSITION

2. TESTIMONY AT NOTICED PUBLIC HEARINGS

At public hearings of the Committee, persons wishing to speak shall be permitted to address the Committee on any issue relevant to the subject of the hearing.

3. DISCUSSION OF AGENDA ITEMS

The Chairman may permit any member of the public to address the Committee on any issue relevant to a particular agenda item.

4. GENERAL PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Public comment on matters not on the agenda will be limited to five (5) speakers with three (3) minutes each under the Public Comment agenda item. Additional speakers will be heard at the end of the Committee's agenda.

Request to Speak Form.doc

¹ REMEMBER: Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.