

Doris Cornejo

From: Jett888 Jett888 [REDACTED]
Sent: Wednesday, July 24, 2024 4:13 PM
To: Council District 1; nvargas@sdcounty.ca.gov; Andrew.Potter@sdcounty.ca.gov; PublicComment@sdcounty.ca.gov; askparks.lue@sdcounty.ca.gov; Matt Little; Councilmember Jill Galvez; assemblymember.alvarez@assembly.ca.gov; marco.verdugo@sdcca.org; Board of Ethics
Subject: Preservation of Public Access to Equestrian Facilities in District 1
Attachments: Contract_compliance_access_contradictions_th.jpg; UNIONTRIBarticMARKUP!.jpg; Not_APPROVED_contract_Number90_028.jpg; COPSJuly4dominiquez702.jpg; locked out.jpg; LAWS_Comply_Adhere_SSC.jpg; TractorMay15_2024_No_warning.jpg

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Stacy Jett
[REDACTED]

July 24, 2024

Subject: Preservation of Public Access to Equestrian Facilities in District 1
Parks and Recreation. Rohr Park, City Chula Vista and county Public Lands/Facilities.

San Diego County Board of Supervisors, District 1

Attn: Nora Vargas

Email: nvargas@sdcounty.ca.gov

Andrew.Potter@sdcounty.ca.gov

PublicComment@sdcounty.ca.gov

askparks.lue@sdcounty.ca.gov

District 1 councilmember City of Chula Vista, Carolina Chavez

District1@chulavistaca.gov

276 Fourth Avenue
Chula Vista, CA 91910
(619) 585-5717

Chula Vista Parks and Recreation
Martin Calvo

San Diego County Parks and Recreation Department

Attn: Brian Albright
Email: balbright@sdcounty.ca.gov

Dear Supervisors. County Board of Supervisors, City councils and Parks and Recreation Department, Board of Ethics and to whom it concerns. San Diego County officials, /District 1/Chula Vista City officials,

I am writing to express my deep concern regarding the developments at Rohr Park, specifically concerning the locking of the public equestrian arena by the Sunnyside Saddle Club (SSC), which began as long ago as April 2023. (Title 2. Public Nuisances CA Civil Code 3490. No lapse of time can legalize a public nuisance, amounting to an actual obstruction of public rights.) As a resident of Bonita and a longtime user of this public facility, I believe it is imperative to remind San Diego County of its obligation to provide essential amenities, including public access to equestrian facilities, to the community. I have frequented and relied upon this arena for decades to manage my horses. The city officials of Chula Vista, also within District 1, approved a 5 year, 24/7 lockout of the public from accessing this public park facility.

In addition to this, Judy Tieber, the president of the Sweetwater Valley Civic Association (located in Bonita, in San Diego County) publicly approved the 'exclusive use' contract between Sunnyside Saddle Club and Chula Vista at the October 17, 2023 City Council meeting. Civic centers are intended to uphold and support the public's ability to access their Public parks and facilities, not privatize them. This decision reflects a profound breach of public trust.

The required notifications of this important community matter were not met, as even the local Bonita Valley Horsemen president and members were unaware of the meeting. However, Judy Tieber, the president of the Sweetwater Valley Civic Association, was coincidentally informed and publicly supported the 'exclusive use' contract between Sunnyside Saddle Club and Chula Vista on October 17, 2023 during a Chula Vista City Council. According to her LinkedIn page As of July 24, 2024, Tieber owns the Mt. Miguel Equestrian Stables, a boarding facility used by many Sunnyside Saddle Club members. This lack of transparency is concerning, especially considering the impact on our community.

As a result, members of the community, including myself, are being unjustly kicked out of the entire park and the facility when attempting to utilize this vital asset as well as being harrassed and physically intimidated by the Sunnyside Saddle Club affiliates. My husband, today, was just served a restraining order by Richelle Farley, for "workplace violence" which wasn't approved but he still now needs to appear in court to defend himself. He has seen Richelle Farley one time when she approached us. Richelle had approached me and my horses in the round pen and began video taping me. My husband began video taping her. All interactions are documented. Richelle's "workplace" is listed as 4548 Sweetwater Road, Bonita CA, 91902, this is the Rohr Park location. Is Richelle employed by the City of Chula Vista? Labeling it as 'workplace violence,' seems like an extremely desperate attempt to keep a member from accessing public park facilities and practicing their Constitutionally protected rights. This is just one more addition to the harassment tactics we continue to face." How much longer will both San Diego County and the City of Chula Vista support this type of harassment and treatment of a member of the public?

I am deeply concerned about the fairness of the legal process in light of recent events. My husband has been served with a temporary restraining order under the guise of 'workplace violence,' despite there being no substantiated evidence or prior incidents to support such a claim. This action appears to be a desperate attempt to prevent our access to public park facilities, further exacerbated by documented instances of harassment and intimidation by affiliates of the Sunnyside Saddle Club. Given the ongoing challenges with city officials regarding the application of laws and codes, I worry about the impartiality and fairness of the judgment process. It is crucial that the legal system upholds transparency and adheres to due process, ensuring that all individuals are treated fairly and their rights are fully protected

The actions taken by Sunnyside Saddle Clubs president, Richelle Farley, with apparent support from local officials, to deny public access through the implementation of locks on the arena gates, are alarming and in violation of California Resource Code Sections 5400-5409. These sections clearly stipulate that if public park facilities are repurposed or taken, comparable facilities must be provided to the same community in the same location. Locking a historically accessible facility and granting exclusive use to a private entity directly contradicts this mandate.

Government Code section 25123 is relevant as the locking of the public equestrian arena at Rohr Park by Sunnyside Saddle Club contravenes the conditions under which the park was accepted for public use.

In light of California Civil Code section 3334, which addresses the detriment caused by the wrongful occupation of real property, the ongoing restriction of public access to the equestrian facilities at Rohr Park by Sunnyside Saddle Club represents a clear violation of public trust and legal obligations. The public arena and surrounding facilities were historically utilized by the community, including backyard horse owners like myself, for recreational and equestrian activities. By granting exclusive use and allowing locks to be placed on these public facilities, Chula Vista and San Diego County is effectively depriving the public of their rightful use of public resources without proper legal justification. This not only disregards the intent of the original acceptance of the parkland but also undermines the principles of fairness and equitable access to public amenities as mandated by California law.

The fiduciary duty of San Diego County extends beyond mere oversight; it encompasses the responsibility to safeguard public assets for the benefit of all residents, including backyard horse owners like myself. The decision by County Supervisor Nora Vargas to grant \$25,000 of public funds to Sunnyside Saddle Club exclusively for their 'show seasons' represents a significant misuse of taxpayer money. This grant, intended for neighborhood reinvestment, was allocated without proper consideration for equitable community access or public benefit. By denying access to the equestrian facilities at Rohr Park and requiring membership for participation in their shows, as well as mandating restricted use, Sunnyside Saddle Club effectively excludes the broader public from enjoying these amenities, which were historically accessible to all. Furthermore, the promised improvements funded by this grant, such as new fencing and arena maintenance, have not materialized after nine months, demonstrating a lack of accountability in the use of public funds. This action undermines the principles of fairness and responsible stewardship of public resources, highlighting the need for transparency and equitable distribution of county resources.

District 1, which includes Bonita and Chula Vista, relies on shared amenities like the Rohr Park equestrian arena to foster community engagement and support recreational activities. As a resident and taxpayer, I urge the County to reconsider its position and take immediate steps to restore public access to the arena. Furthermore, I call upon Supervisor Nora Vargas and the Board of Supervisors to uphold their commitment to transparency and accountability in matters affecting public lands.

There is an alarming trend in San Diego County where public equestrian facilities are being dilapidated, stolen, shut down, privatized, and taken over. San Diego County has allowed this troubling trend of handing over public facilities to private entities for private profit, alongside the closure of public arenas despite acknowledging a thriving horse community in areas like Bonita, Lakeside, Dehesa/Crest. This practice extends beyond the monopolization of the Rohr Park arena by Sunnyside Saddle Club. For example, some facilities charge exorbitant fees for public use, up to \$125-\$175 per hour, despite being developed through community contributions. This pattern not only restricts public access but also undermines the county's responsibility to manage public assets in the best interest of all residents. It raises serious concerns about equity and fairness in the allocation and use of public resources. Additionally, round pens, vital amenities for horse owners, have been removed from San Diego park lands without replacement by the county. The

shutting down or blocking public access to vital riding arenas is unacceptable. As such, I am exploring legal avenues to address these violations and seek appropriate remedies to uphold community rights and access to public amenities.

This is what disease is made from—these unexpected shocks and injustices. The unwarranted actions taken against us, including the unjustified restraining order and the denial of our constitutional right to use a public park facility, have caused immense stress and disruption to our lives. It is disheartening to see public officials turning a blind eye to legal violations and allowing such harassment tactics to persist. The contract approval ignored legal standards and violated our community's trust. We are left questioning how such unfair treatment can continue unchecked. This must be addressed, not just for our sake but for the integrity of our community and the principles of justice that should guide our governance.

In conclusion, I respectfully request a prompt review of the current situation at Rohr Park and urge the County to take proactive measures to ensure that public assets remain accessible to all residents. Please let this serve as a reminder of the County's obligation to represent the interests of the entire community and uphold the principles of fairness and inclusivity in land use and resource allocation.

Thank you for your attention to this matter. I look forward to your response and actions in support of preserving public access to essential equestrian facilities in District 1.

Sincerely,

Stacy Jett

I've enclosed images which show or illustrate what I have mentioned.

I have video documentation as well.

Also troubling is the harassment when being in the Park by large tractors, or SSC affiliates actions.

SECTION 1: GRANT OF LICENSE.

FACILITIES USE LICENSE AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND SUNNYSIDE SADDLE CLUB

1.1 Facility. **October 18, 2023**
("Effective Date")

b. No Property Right. This Agreement is a limited License for the use of the Facility for those particular purposes identified in section 1.2. Nothing in this Agreement shall be interpreted to grant any interest in the Facility other than that specified in this Agreement. At no time shall the interests granted by this License ripen into a leasehold or fee interest with a claim or right to exclusive possession thereof.

1.2 **Permitted Uses.** It is expressly agreed that the Facility shall be used by Licensee solely and exclusively for the purposes of non-professional equestrian activities, shows, and competitions during the times and dates specified in section 6.1 to be scheduled by Licensee, and with City approval on dates and times other than those specified in section 6.1. Licensee covenants and agrees to use the Facility only for the above specified purposes. Licensee shall not use or permit any use of the Facility in any manner which disturbs the use and quiet enjoyment by City, any City-authorized parties (including members of the public) making use of the Facility or Park, or any adjacent property owners or tenants. In the event that Licensee uses the Facility for purposes not expressly authorized herein, Licensee shall be deemed in default under this Agreement.

SECTION 2: TERM

2.1 **Term.** The term of the License shall begin on October 18, 2023 and end on October 17, 2028.

2.2 **Options to Extend.** The City, at its sole discretion, has the option to extend this License for an additional five year term. The City Manager shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, such extension shall be on the same terms and conditions contained

SECTION 3. LICENSEE OPERATIONAL REQUIREMENTS.

3.1 **Compliance with Laws.** During the Term, Licensee shall comply, at its sole cost and expense, with all applicable laws, ordinances, codes, rules, regulations, orders, and other lawful requirements of the governmental bodies having jurisdiction, which are applicable to, or by reason of, Licensee's particular use of the Facility.

3.7 **Access Control.** Licensee shall provide access control to the Facility in a manner approved by City to prevent unauthorized access to the Facility consistent with the terms of the License for the term of this Agreement.

SECTION 6: USE, SCHEDULING, AND FEES

6.1 **Licensee Use of the Facility.**

a. Primary Facility. Licensee is licensed to use the Primary Facility for equestrian activities every day of the calendar year during Park's normal hours of operation. No other activities shall be permitted.

**24/7 for 5 years to Block out the Public from
Public Park Facilities is NOT "REASONABLE**

2010 California Code Public Resources Code

Chapter 2.5. Preservation Of Public Parks

PUBLIC RESOURCES CODE

SECTION 5400-5409

5400. This chapter shall be known as the Public Park Preservation Act of 1971.

5401. (a) No city, city and county, county, public district, or agency of the state, including any division, department or agency of the state government, or public utility, shall acquire (by purchase, exchange, condemnation, or otherwise) any real property, which property is in use as a public park at the time of such acquisition, for the purpose of utilizing such property for any nonpark purpose, unless the acquiring entity pays or transfers to the legislative body of the entity operating the park sufficient compensation or land, or both, as required by the provisions of this chapter to enable the operating entity to replace the park land and the facilities thereon.

(b) Where the operating entity and the acquiring entity are one and the same, the entity is subject to the provisions of this chapter pertaining to both operating and acquiring entities, and the entity is, as acquiring entity, required to make funds or land, or both,

CHULA VISTA MUNICIPAL CODES:

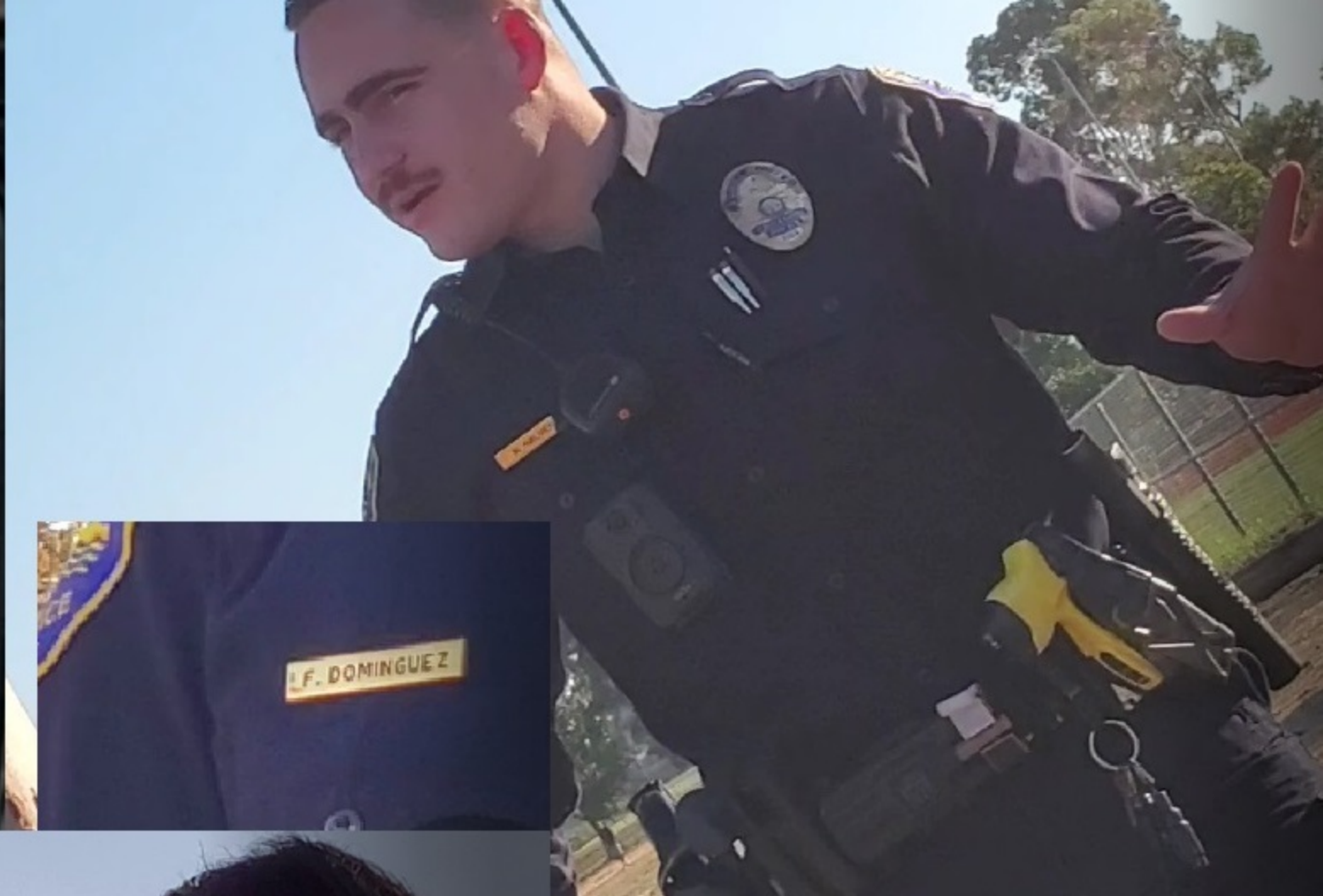
2.66.010 Purpose and intent of provisions.



It is the purpose of the City Council, in establishing rules and regulations governing the use of park and recreational areas in the City, to ensure the public in general, and the inhabitants of this community in particular, full and equal rights to the use and enjoyment of said public facilities without regard to the status or condition of the users of the facilities. It is recognized that society generally and the inhabitants of any community have a right to have publicly owned premises maintained in a sanitary and orderly condition. Further, the City Council recognizes the rights of individuals to speak, write and freely disseminate their views and to make full use of public facilities so long as said rights are exercised in the manner which is not inconsistent with the rights of others and violative of said rights. It is the intent of the City Council, being aware that no rights are absolute, to regulate and prohibit certain activities in public parks and other places of public recreation within the City, in the interest of protecting the enjoyment and safety of the public in the use of the facilities. To further this purpose and intent, the Director of Recreation and Director of Public Works and the City Council are authorized to both promulgate reasonable rules and regulations and post signage as may be necessary and appropriate to carry out the provisions of this chapter. (Ord. 3322 § 1, 2014; Ord. 2651 § 1, 1995; Ord. 1557 § 1, 1974; Ord. 1179 § 1 Art. 3; Ord.

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**FACILITIES USE LICENSE AGREEMENT
BETWEEN THE CITY OF CHULA VISTA
AND
SUNNYSIDE SADDLE CLUB**

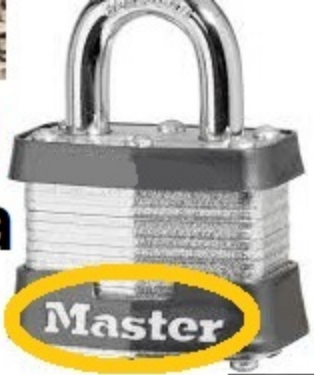
SECTION 3. LICENSEE OPERATIONAL REQUIREMENTS.

- 3.1 **Compliance with Laws.** During the Term, Licensee shall comply, at its sole cost and expense, with all applicable laws, ordinances, codes, rules, regulations, orders, and other lawful requirements of the governmental bodies having jurisdiction, which are applicable to, or by reason of, Licensee's particular use of the Facility.
- 9.13 **Compliance with Controlling Law.** Licensee shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, Licensee shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations, with respect to its use of Facility under this Agreement. The laws of the State of California shall govern and control the terms and conditions of this Agreement.



<https://chulavista.municipal.codes/CVMC/2.66.010>

SunnySide Arena in Rohr Park



2.66.010 Purpose and intent of provisions.

It is the purpose of the City Council, in establishing rules and regulations governing the use of park and recreational areas in the City, to ensure the public in general, and the inhabitants of this community in particular, full and equal rights to the use and enjoyment of said public facilities without regard to the status or condition of the users of the facilities. It is recognized that society generally and the inhabitants of any community have a right to have publicly owned premises maintained in a sanitary and orderly condition. Further, the City Council recognizes the rights of individuals to speak, write and freely disseminate their views and to make full use of public facilities so long as said rights are exercised in the manner which is not inconsistent with the rights of others and violative of said rights. It is the intent of the City Council, being aware that no rights are absolute, to regulate and prohibit certain activities in public parks and other places of public recreation within the City, in the interest of protecting the enjoyment and safety of the public in the use of the facilities. To further this purpose and intent, the Director of Recreation and Director of Public Works and the City Council are authorized to both promulgate reasonable rules and regulations and post signage as may be necessary and appropriate to carry out the provisions of this chapter. (Ord. 3322 § 1, 2014; Ord. 2651 § 1, 1995; Ord. 1557 § 1, 1995; Ord. 1179 § 1 Art. 3; Ord.



NOT APPROVED

RESOLUTION NO. 15542

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA APPROVING FACILITY USE AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND THE SUNNYSIDE SADDLE CLUB, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY

The City Council of the City of Chula Vista does hereby resolve as follows:

WHEREAS, a Facility Use Agreement has been negotiated with the Sunnyside Saddle Club for the continual use of City property at Rohr Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chula Vista does hereby approve a Facility Use Agreement with the Sunnyside Saddle Club for continual use of City property at Rohr Park designated as city document, Contract Number 90-028.

BE IT FURTHER RESOLVED that the Mayor of the City of Chula Vista be, and he is hereby authorized and directed to execute said agreement for and on behalf of the City of Chula Vista.



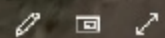
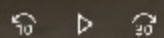
Presented by:

Approved as to form by:



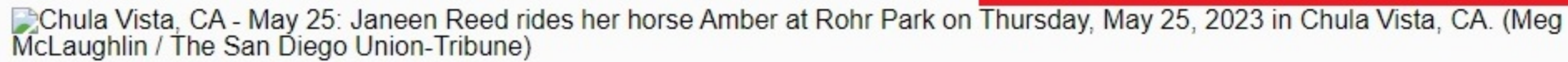
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Who owns Rohr Park's horse arena? Equestrians speak up in defense of preserving a public amenity

A private club claimed ownership of the Chula Vista facility. **The city said it belongs to the public**

Chula Vista, CA - May 25: Janeen Reed rides her horse Amber at Rohr Park on Thursday, May 25, 2023 in Chula Vista, CA. (Meg McLaughlin / The San Diego Union-Tribune)

The San Diego Union-Tribune

Chula Vista, CA – May 25: Janeen Reed rides her horse Amber at Rohr Park on Thursday, May 25, 2023 in Chula Vista, CA. (Meg McLaughlin / The San Diego Union-Tribune)



By **TAMMY MURGA** | tammy.murga@sduiontribune.com | The San Diego Union-Tribune

UPDATED: June 4, 2023 at 12:01 p.m.

**City officials
acknowledged the
arena had been
WRONGLY LOCKED
for a week in May.**

(TRY SINCE APRIL)

Janeen Reed has been riding her horse from her home in Bonita to the nearby Rohr Park's outdoor arena for 20 years. So when she heard last month that a private saddle club had cut off access to the public arena, she and several other riders went to the park's owners: the city of Chula Vista.

It appears their voices were heard

City officials acknowledged the arena had been wrongly locked for a week in May, and said it will remain accessible to the public.

According to several riders, the Sunnyside Saddle Club locked the gated ring on May 8. The lock was removed May 15 after the city's Parks and Recreation Department learned about the closure.

Sunnyside did not return multiple requests for comment.

The Bonita Valley Horsemen had four city-approved permits for events between March and November. A week before their scheduled May 20 event, Sunnyside told the club it could not host its event because Sunnyside owned the arena and could refuse access, Reed said.

"I didn't understand," she said. "We had a valid permit."

In a May 11 Facebook post, Sunnyside announced the ring's closure.