



PURCHASING DEPARTMENT
CITY OF SAN DIEGO

A. V. GOEDDEL, SUPT.
R. SPINNING, ASST. SUPT.

OFFICES
524 F STREET

SAN DIEGO, CALIFORNIA
January 2, 1931.

Colonel Ed Fletcher,
1020 Ninth Street,
San Diego, Calif.

Dear Colonel:

Sometime ago a committee consisting of the City Attorney, the Hydraulic Engineer and the Purchasing Agent was appointed by the Common Council to negotiate with the owners of certain El Capitan Dam lands with a view to their purchase. Recently this committee met and instructed the writer to correspond with and ask you the price at which you would be willing to sell these lands to the City of San Diego.

As reported to this office by the Bureau of Water Development you are the owner of eighty acres described as the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 8, Township 15 South, Range 2 East, S.B.M.

I shall appreciate very much receiving from you verification of the above legal description and a statement of the value of these lands, etc.

If additional information is required kindly advise me and I will arrange to call on you at your convenience.

Very truly yours,

A. V. Goeddel
.....
A. V. Goeddel,

Superintendent.

AVG/MG.

AVG
MG
Received 3600

January 12, 1931.

City of San Diego,
San Diego, California.

Attention Mr. A. V. Goeddel,
Purchasing Department.

Gentlemen:-

Answering yours of January 2th regarding the following property:

The Southwest Quarter of the Northeast Quarter; the Southeast Quarter of the Northwest quarter; the Southwest Quarter of the Northwest Quarter, all in Section 8, Township 15 South, Range 2 East, S. B. M.

will say that the La Mesa District owns all this land above described below the 710 foot contour. We own about 20 acres above.

If a settlement is made between the City and the District for the sum of \$248,000.00, you will get a Grant Deed to all of the property described above without any additional charge, also the properties in Mission Gorge No. 3 below the 530 foot contour which we own, including the damsite. To put it another way, the La Mesa District is going to pay us for our holdings in Mission Gorge No. 3 and deliver same to the city without any additional charge in case a settlement is made, excepting the \$248,000.00 above mentioned.

If the city does not accept the tentative offer of the district recently made, it is not our intention to dispose of this property excepting in conjunction with the La Mesa District at some future date, as it is our desire to work with the district in every way.

City of San Diego
Purchasing Department
#2.

Jan. 12, 1951.

If and when the district makes a deal with you for the property below the 710 foot contour, you will have no trouble in settling with us, without the necessity of any litigation.

Yours very truly,

EF/RC

January 12, 1951.

Purchasing Department,
City of San Diego,
San Diego, California.

Attention Mr. A. V. Goeddel,
Superintendent.

Gentlemen:-

Answering your letter of January 8th, I am willing to sell the lands needed, roughly 176 acres, that your Mr. Stevens described to me as needed below the 400 foot contour, for Tax Factors' valuations under the following conditions:

First: That there is about 75 acres more of odds and ends that I would want you to take above the 400 foot contour at Tax Factors' valuations. To illustrate, you cut Block 29 in two, leaving odds and ends on each side and very little frontage on the highway. This also applies to a small portion of Block 30. And I would want a strip of land at least 200 feet wide above the 400 foot contour to go to the city, as it would be of no use to me.

Second: That the city recognize my right as a riparian owner, at least to the extent of getting a reasonable supply of water for the balance of my property at reasonable prices, for the reason that, if the property you desire is deeded to you, it would make all the balance of my lands non-riparian under the laws of California. Then, again, if the paramount right is sustained by the Supreme Court of the United States eventually, the lands which I own are in the Mission Pueblo and have rights to waters of the San Diego River the same as the Pueblo of San Diego. Copy of brief of Albert J. Lee, attorney for the District

Purchasing Department,
City of San Diego

Jan. 12, 1931.

it hereto attached in relation thereto.


I am sure we can get together on some basis that will protect my interests and give my lands water, either through pumping from wells or by the city furnishing me water under conditions mutually satisfactory.

If some mutually satisfactory arrangements cannot be made to furnish me with water, would the city take all my land in Fletcher Hills Unit No. 2, approximately 2100 acres, paying cash and at Tax Factors value, (appraised value), the city taking the land subject to encumbrances for Improvements, A. & I. D. Nos. 4 and 19?

You can rest assured of my cooperation.

Yours very truly,

EF/RC



October Eighth
1 9 3 2

Mr. A. V. Goeddel
City Manager
San Diego, California

My dear Mr. Goeddel:

Referring to my letter of the 17th of September, asking for an interview with you on matters of vital importance, I feel, to San Diego County, I appreciate your sending Mr. Rhoades to me yesterday.

We had two conferences, one with Senator Wright and believe we made some headway. At Mr. Rhoades suggestion I am writing you full particulars.

It involves the repairs of Lake Hodges Dam and an adjustment that is fair to all parties in interest between the water company as well as assistance to the Irrigation District, all without loss to the City of San Diego.

*Tramway
bonded
district*

I had a conference with City Attorney Byers last week and got the impression that there was endless litigation ahead. The litigation over the San Diego River has cost over a million dollars, probably driven 25,000 people away and we are right back where we started at the end of the litigation. It was not worth the cost.

I read in the papers that City Attorney Byers has asked for the assistance of Mr. Cosgrove. His price is \$200 a day while in court and \$150 a day outside of court. This is my understanding.

It will be a crime if litigation is commenced. The San Dieguito District have kept up their payments to date but they are hard pressed and over taxed. The Santa Fe District can and in my opinion will raise their \$40,000 delinquency in two weeks if only the city would make a temporary arrangement say for 3 or 5 years until times get back to normal.

Not alone are these districts paying for the water that they used but they are paying for many, many thousands of dollars worth of water which they cannot use or sell on account of the agricultural depression and nobody will farm.

By no stretch of the imagination could I believe that the city would or should cancel its contract with the San Diego County Water Company. If it was cancelled San Diego would lose for ever an additional 15 million gallons of water daily that will cost to develop less than 10¢ a thousand gallons which means the loss of 150,000 people within the city

limits of San Diego as time goes by but the contract is so advantageous it is almost carrying itself. It is building up its own reserve fund, it is \$15,000 ahead of its estimate of revenues before the system was sold. It has furnished \$160,000 for general operating expenses of the City of San Diego which should have been left in this reserve fund. It is my understanding that within the 6 year period it has created a reserve of over \$200,000 and if left alone within the 30 year period it will pay itself out and be velvet to the city.

Any talk of cancelling that contract is well nigh criminal and would simply be a repetition of our deal with Mr. Spreckels when San Diego cancelled a 4¢ contract which had six years to run, bought the Spreckels system and the day we came into possession every drop of water cost us 15½¢ a thousand gallons instead of 4¢ while today the cost has mounted to nearly 22½¢ for all water developed from the Spreckels system in bulk delivered to the city limits.

As sure as the sun rises and sets, if the city council cancels the present contract it will pay and pay dearly if it ever gets any water from that source again, in my opinion.

I have no personal interest in this matter excepting as a small land owner in the Santa Fe and San Dieguito Districts. All I am doing is putting myself on record as a citizen of San Diego.

I am of the opinion that a modified plan for the strengthening of Lake Hodges and repair of the San Dieguito Dam costing materially less than \$100,000 will satisfy the state engineer. It is worth trying any how. Let the city make the attempt to get from the San Diego Water Supply Company permission to take from the reserve fund sufficient money to repair Lake Hodges and San Dieguito. My private opinion is that this consent can be secured.

My recollection is that City Attorney Byers informed me that it would cost at least \$20,000 to fight this Lake Hodges and San Dieguito litigation thru the courts; that even if the state won in the present case another suit would have to be brought and carried thru the courts to determine whether the water company or the city should pay for these improvements and the only thing that could be expected from this decision was whether the state had the right and would the courts give the right to turn the water out of Lake Hodges Dam to a point where the state felt it was safe.

Now if you are going to sue the irrigation district or going into litigation to sue the San Diego County Water Company by cancelling the contract and demand damages as indicated by the newspapers San Diego surely is drifting into another mess that will be a blot on our good name for the next 10 years and you will get no where.

I understand that the San Diego County Water Company have modified their contract with the Vista District which virtually means that the Vista district is only paying for such water as it uses from Henshaw Dam.

The San Dieguito and Santa Fe Districts are not going into bankruptcy. If they fail to keep up their interest payments they will carry

on just the same thru a receiver appointed by the state and under no conditions will they lose their identity. He don't and must not see that done. I believe the water company will so modify their contract with the city that will enable the city for the length of this depression, say a 3 or 5 year period, to assist these two districts during the emergency and without loss to the city of any material amount, if any.

The delinquent taxes in the Santa Fe District this last year were 28%. The San Dieguito District not so bad. The city has a certain responsibility it owes its neighbor. Anything that helps the county helps the city.

I am enclosing copy of letter which you probably have seen sent to the city attorney on September 7th from the Santa Fe Irrigation District which I am sure you will find of interest.

I ask you, as city manager, that you and your entire department do everything possible to bring about an equitable compromise and stop this useless, senseless litigation. If I can be of any service in this matter do not hesitate to call on me.

I ask your permission that I be allowed to send, in confidence, to each member of the city council a copy of this letter. I am writing this as a confidential letter and ask that it not be made public by any one.

I repeat again I am certain that if only an equitable adjustment can be made the \$40,000 delinquency can be borrowed and paid within 2 weeks from date. I feel that this is a matter for the city manager to adjust rather than to allow it to get into the courts.

I have had my experience and I know it is the tendency of most attorneys to keep the litigation going so long as there is any money in it to them irrespective.

You and the city council will be rendering a great service to the community if you will adjust this affair without the assistance of high priced attorneys.

Very sincerely yours,

EF:ASK



CITY OF SAN DIEGO

OFFICE OF
A. V. GOEDDEL
CITY MANAGER

SAN DIEGO, CALIFORNIA

October 14
19 32

Col. Ed Fletcher
1020 - Ninth Ave.
San Diego, Calif.

Dear Col. Fletcher:

I have endeavored to read your letter of October 8th very carefully, but for several days now constant interruption at the office has prevented my giving it the careful consideration it deserves. I propose to take it home with me tonight and then I will be in a better position to answer in detail.

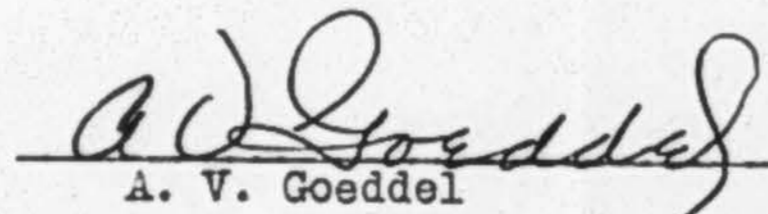
For the time being at least permit me to refer to two paragraphs in particular, the fifth paragraph on Page 2 and the fifth paragraph on Page 3, of your letter. In accordance with the last-mentioned paragraph I would like you to know that I have treated the letter as confidential and will appreciate your sending copies to the Mayor and each Councilman.

Mr. Hyatt, the State Engineer, as you know, was in my office this afternoon and we had quite a lengthy conference which I believe will prove of mutual benefit.

In a very few days I shall discuss the subject matter of your letter again.

With kindest personal regards, I am,

Very truly yours,


A. V. Goeddel

City Manager

avg/dk



CITY OF SAN DIEGO

OFFICE OF
A. V. GOEDDEL
CITY MANAGER

SAN DIEGO, CALIFORNIA

November 2
19 32

Col. Ed Fletcher
1020 - 9th Ave.
San Diego, Calif.

Dear Col. Fletcher:

This will acknowledge your letter of the 29th relative to the preparation of the plan for the strengthening of Hodges Dam and a plan for the repair of San Dieguito Dam.

I think very highly of the engineer you have suggested and I agree with you in regard to the probable manner of repairing San Dieguito Dam.

For the time being, pending a conference to be held on or about Nov. 10th, it will be impossible for me to attempt to make a decision or to give you a definite reply.

Thanking you for your suggestions and with kindest personal regards, I am,

Very truly yours,


A. V. Goeddel

City Manager

avg/dk

History

November Fourth
1 9 3 2

Mr. A. V. Goeddal
City Manager
San Diego, California

My dear Mr. Goeddal:

Answering yours of the second I would suggest
before the meeting that you have a private talk with Mr. King and I am
sure he will give you some pointers pertaining to Lake Hodges and the
San Dieguito Dams that will be of interest.

Very sincerely yours,

EF:ASK

February First
1 9 3 3

Mr. A. V. Goeddal
City Manager
San Diego, Calif.

My dear Mr. Goeddal:

This is one matter that I want to call your attention
to. I refer to the property owned by Mr. White, 246 acres of the
Prentice property and about 160 acres adjoining known as the Harbell
property. It lies between the 320 and 340 foot contour in San Pasqual
Valley and will be flooded by the building of any dam even the raising
of Lake Hodges five feet. This is the only piece of property that
the city has not acquired to the 330 foot contour.

The city agreed to pay \$125,000 for the Prentice
piece. They did pay \$25,000 on account and they also agreed, as I
remember it, to pay \$25,000 for the 160 acres adjoining. Copy of
the map is herewith enclosed.

Mr. White has lost his entire fortune. Mr. White
paid \$92,500 in cash for this property including the Prentice contract
so you can get some idea as to its value.

Mr. Yawkey, Mr. White's brother in law, has advanced
Mr. White nearly \$90,000 and holds this property as security for the
money advanced.

I am representing Mr. Yawkey and I would like to know
if you care to open negotiations to acquire this particular piece of
property as I consider this is the best time the city of San Diego will
ever have to acquire same thereby completing the ownership of all the
Lake Hodges reservoir site to the 330 foot contour as well as acquiring
the riparian rights that go with the property.

Mr. Rhoades is thoroughly familiar with this entire
matter. He had an appraisal made thru Mr. Cary while the case was in
court and the records speak for themselves. I suggest that you refer
this letter and map to him and for his information and guidance.

Yours very truly,

EF:ASK

*Mr. Yawkey
4/21/33*

Ed Fletcher Papers

1870-1955

MSS.81

Box: 9 Folder: 10

General Correspondence - Goeddell, A.V.



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