



**CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4195**

**REQUEST FOR PROPOSALS
(COVER SHEET)**

Solicitation Type: Development, Operation and Lease of City-Owned Parcels within the Midway-Pacific Highway Community

Solicitation Number: RFP No. 3501 - A

Solicitation Issue Date: February 7, 2020

Proposal Due Date and Time (Closing Date): June 8, 2020 at 5:00 p.m. P.S.T.

City Contact: George Katsikaris, Program Manager – Phone: (619) 236-6733, Email: GKatsikaris@sandiego.gov

Questions and Comments Due: March 6, 2020 at 5:00 p.m. P.S.T.

Information Exchange Session: April 8, 2020 at 10 a.m. at 1200 3rd Ave. Suite 400, San Diego, CA 92101. Contact the City Contact above prior to this meeting if you are planning to attend.

Open House: July 21 AND 22, 2020 from 3 p.m. - 7 p.m. at Golden Hall - 202 C. Street, San Diego, CA 92101. Proposers must attend on both days for the full time and contact the City Contact above prior to attending this mandatory open house.

Duration of Offer: By submitting a proposal, the proposer guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Proposer agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, proposer's offer shall automatically extend for another ninety (90) calendar days unless the proposer indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Proposer _____
Street Address _____
City _____
Telephone No _____
E-Mail _____

PROPOSER'S AUTHORIZED REPRESENTATIVE. Proposer is required to sign this document and return three (3) originals and five (5) copies of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. If RFP is being submitted by more than one entity/individual, each entity/individual must sign and submit this page separately along with the proposal. By signing below, the signer declares under penalty of perjury that she/he is authorized to submit and sign this proposal.

Signature of Proposer's Authorized Representative

Print Name

Title

Signature

Date

INTRODUCTION

The City of San Diego (City) is requesting proposals from qualified organizations or individuals (hereinafter referred to as “Proposer(s)”) for the development, lease, and use of the City-owned property within the Midway – Pacific Highway Community Plan area, commonly known as the Sports Arena and other associated parcels (“Property”) as referenced below and within the attached Site Map (Appendix A). The City is seeking proposals that reflect the City’s desire to have a developer and operator who provides a high level of service to the local and regional community, while operating the Property in a fiscally responsible manner. It is the City’s desire that development and operation take place with minimal, if any, interruption in service to the regional community. The use of the Property shall be in accordance with the terms and conditions contained in this RFP, and, if awarded, pursuant to a lease agreement (“Lease”) to be negotiated between the City and the Proposer whose proposal is selected (“Selected Proposer”), subject to approval by the San Diego City Council.

A. BACKGROUND

From its historic beginnings as part of the delta of the San Diego River to the rise of the military and aviation industry in the 1920s, the Midway-Pacific Highway Community has played a role in San Diego’s growth and transformation.

In 2010, the City of San Diego, in coordination with local community members, began updating the Midway – Pacific Highway Community Plan (“Community Plan”), which serves as a blueprint for the future development of the neighborhood. After completing extensive research on existing conditions; gathering input from the Midway – Pacific Highway Community Plan Update Advisory Committee, community members, and stakeholders, on topics such as land use, mobility, and parks; and analyzing future conditions, the Plan was completed and approved by City Council on September 17, 2018, and certified by the California Coastal Commission in March 2019. The Community Plan, Impact Fee Study and the Final Programmatic Environmental Impact Report are available at:

<https://www.sandiego.gov/planning/community/profiles/midwaypacifichwyecorridor/planning>.

The Community Plan establishes a vision with policies to guide the future growth and development within the Midway – Pacific Highway Community, consistent with the City of San Diego’s General Plan; provides strategies and implementing actions to accomplish the vision; provides guidance to design and evaluate development proposals and improvement projects; provides the basis for plan implementation including zoning, development regulations, and a public facilities financing plan. The Community Plan envisions the development of a strong public realm and unique districts and villages connected through a system of landscaped streets to Mission Bay, the San Diego River, and San Diego Bay, and to traditional and nontraditional parks within the community to enhance community character and livability.

The area being considered falls within the Sports Arena Community Village and encompasses approximately 48 acres in the Midway-Pacific Highway Community area (“Community”), located in west-central San Diego, to the north of the San Diego International Airport, and south of Mission Bay bounded by Kurtz Street on the north and Sports Arena Boulevard on the south. The Community is a centrally located urban community in close proximity to Downtown, the bays and beaches, and the San Diego

River.

There is a dense population of neighborhoods and retail surrounding the site, although retail is the largest commercial use in the Community, and serves customers from adjacent communities. The Community also contains approximately 1,100 hotel rooms due to its proximity to the San Diego International Airport, military installations, beaches, SeaWorld, and Old Town San Diego. The Community also contains over 1,900 housing units, government offices, industrial businesses, and educational facilities.

Having opened in 1966, the Sports Arena is currently home to the San Diego Gulls AHL hockey, the San Diego Seals indoor lacrosse team, and San Diego Sockers North American Soccer League team. On average, the Sports Arena hosts approximately 145 events and sees over 650,000 visitors each year and can seat upwards of 16,000 visitors. The Sports Arena has been a major concert attraction for the region and has attracted performers such as Justin Timberlake and Elton John. Since the 1980s, the parking lot of the Property has also been home to the Kobey Swap Meet, an enjoyable fixture within the community which draws roughly 30,000-40,000 shoppers weekly.

B. REDEVELOPMENT SITE

The Site being made available in this opportunity consists of six contiguous parcels. The largest of the six parcels is the Sports Arena parcel which is located at 3500 Sports Arena Blvd, San Diego, CA 92110. The remaining five parcels share property lines and are located immediately to the east and south. The City's Real Estate Assets Department ("READ") is the managing department of the Site and a breakdown of the tenant names, location, size, and current agreement expirations are listed in the following table.

Tenant	Site Name/Location	Acres	Lease Expiration	Exhibit A Area
AEG Management	Sports Arena 3500 Sports Arena Blvd	33.58	05/31/2020	F
Heritage Group Mgmt.	Sports Arena Square 3340 Sports Arena Blvd	5.0	05/31/2020	G
Probuild Company	Dixieline Lumber 3250 Sports Arena Blvd	3.8	05/31/2020	H
Pier 1 Imports	Pier 1 Imports (vacant) 3220 Sports Arena Blvd.	0.623	05/31/2018	J
Victor J. Schulman Trust	Salvation Army 3240 Sports Arena Blvd	0.59	05/31/2020	I
AEG Management	Retail Pads 3500 Sports Arena Blvd	4.92	04/03/2032	L

A site diagram is included in Exhibit A to provide a clearer picture of the Property in its relation to the overall Community. The Property is referred to as Areas F, G, H, I, J, and L of the attached site diagram.

Of these parcels, Proposers have an option to incorporate the 4.92 acres Retail Pads area, identified as Area "L" on Exhibit A, into their proposals. The current lease for the retail pads is set to expire in 2032, although the lease contemplates the effect the comprehensive redevelopment of the Sports Arena/Midway District might have. If Proposer chooses to incorporate the Retail Pads into their proposals, then Proposer shall

assume full responsibility for the City's obligations as outlined in the San Diego Sports Arena Retail Pads Ground Lease which is attached as Exhibit E. Proposer may choose not to include the Retail Pads in their proposal, but must illustrate the overall integration of the existing developments on the Retail Pads into their development plan. Additional details are provided in the Operating Plan section of this RFP.

C. LAND USE INFORMATION

All applicable land use policies and goals are clearly outlined within the Community Plan, which is included as Exhibit G for informational purposes. The Community Plan requires Proposers to prepare a specific plan or a development plan with a Master Planned Development Permit that is consistent with the Community Plan vision and General Plan's City of Villages strategy to comprehensively guide the transformation of the City-owned property within the Community. The land use vision of this specific area is to establish a pedestrian- and transit-oriented landmark entertainment destination. Use considerations shall be focused towards a mix of entertainment, office retail, residential, affordable housing, recreational, public, and park/plaza uses. Also, an entertainment venue shall exist within the Community which could consist of the existing Sports Arena, or an entirely new arena being constructed. The following Site Affecting Policies section outlines various programs or policies that affect the overall development and land usages.

D. SITE AFFECTING POLICIES

Midway – Pacific Highway Community Plan

The Midway-Pacific Highway Community Plan ("Community Plan") provides a long-range physical development guide for elected officials, property owners, and citizens. The plan contains specific goals and policies to provide direction on what types of future uses and public improvements should be developed in the Midway-Pacific Highway community. When designing development and/or infrastructure projects or researching what uses are appropriate for a site, the Community Plan, the applicable zoning regulations found in the City's Land Development Code, and the Midway-Pacific Highway Impact Fee Study should be consulted to ensure that all relevant policies, regulations, and planned infrastructure improvements are taken into consideration.

General Plan

[The City of San Diego General Plan](#) provides a policy framework for how the City of San Diego will grow and develop. The Community Plan further expresses General Plan policies in the context of Midway – Pacific Highway Community with policies that complement the citywide goals and policies and addresses community needs. All applicable General Plan policies may be cited in conjunction with the Community Plan policies in the course of design or review of development proposals. The Community Plan is consistent with the General Plan, and the two documents work together to establish the framework for growth and development in Midway – Pacific Highway Community. Periodic comprehensive reviews of the General Plan may result in changes that affect the Community Plan and Local Coastal Program policies in order to maintain General Plan consistency.

Municipal Code

The San Diego Municipal Code implements the Community Plan policies through zoning, development regulations, and other controls pertaining to land use density and intensity, building massing, landscape, streetscape, and other development characteristics. The

Property is zoned CC-3-6 within the Sports Arena Community Village Community Plan Implantation Overlay Zone (CPIOZ). The CPIOZ requires a specific plan or development plan with a master planned development permit for any proposals that increase in floor area or residential development. The entire Community Plan area is within the Coastal Height Limit Overlay Zone, which limits the height of new buildings to protect coastal views. The current development height restrictions are capped at 30 feet, and any proposals to develop buildings or structures above that would require a vote of the people, which in relation to this RFP would be the responsibility of the Selected Proposer to accomplish.

Impact Fee Study

The Midway Pacific Highway Impact Fee Study (IFS) provides a list of facilities that are needed to implement the goals of the community plan and to develop applicable Development Impact Fees (DIFs) pursuant to the California Government Code through which new development will pay no more than its proportional fair-share of the cost of those facilities based on a clear nexus. The IFS functions as an implementation document of the General Plan and the Community Plan.

Climate Action Plan

[The Climate Action Plan \(“CAP”\)](#) is intended to ensure the City of San Diego achieves Greenhouse Gas (“GHG”) reductions through local action. The CAP identifies five primary strategies implemented by a number of targets and actions, which together will meet GHG reduction target for 2020, as well as an interim target set for 2035 that is on the trajectory to the 2050 statewide goal established in former Governor Arnold Schwarzenegger’s Executive Order S-3-05.

California Coastal Resources and Local Coastal Program

Portions of the Pacific Highway Corridor are within the Coastal Zone (see Figure 1-3 of the Community Plan) and subject to the California Coastal Act (“Coastal Act”). The Property is not within the Coastal Zone. The Coastal Act requires all jurisdictions within the Coastal Zone to prepare a Local Coastal Program (“LCP”), which includes issue identification, a land use plan, and implementation (zoning) ordinances. The Local Coastal Program for the Coastal Zone areas in Midway-Pacific Highway Community is integrated into the Community Plan.

Environmental Review

The Program Environmental Impact Report (“PEIR”) for the Midway- Pacific Highway Community Plan provides a programmatic assessment of potential impacts that could occur with the implementation of the Community Plan, in accordance with the California Environmental Quality Act (“CEQA”). Projects consistent with the Community Plan and PEIR may not require further environmental review.

E. TYPE OF PROPOSALS SOUGHT

This RFP is issued for purposes of realizing the Property’s potential as a vibrant, pedestrian- and transit-oriented entertainment area that is a landmark and attraction for Midway-Pacific Highway Community and surrounding communities, that incorporates a mix of entertainment, office, retail, residential, public, and park uses. Submissions should include an entertainment venue which could consist of the existing Sports Arena on the Site within the existing structure, a renovated structure, or a rebuilt structure, in conjunction with infill commercial retail, office, and residential uses.

Through this RFP process, the City hopes to select a proposal which best meets its objectives and to negotiate with the Selected Proposer a development and long-term ground lease agreement. Such agreement will be subject to authorization by the City Council. The City reserves the right to reject all proposals and re-issue the RFP.

F. DEVELOPMENT/OPERATING PLAN

The City is seeking a Proposer to redevelop, lease, operate, and maintain the Property. Each Proposer should demonstrate the ability to support the City's desire to redevelop the Property for the benefit of the general public, users, and the surrounding community.

Proposals should include, at a minimum, detailed responses for the following requirements:

1. The Proposer shall present a well-conceived Development Plan that establishes that the Proposer understands and has the ability to achieve the City's vision and goals for the Property as addressed in the Community Plan. The Proposer shall provide a detailed project concept, project description, and conceptual project design drawings as described below.
 - a) Project Concept: Provide a detailed narrative of proposed uses within the project. As applicable, Proposer should also include potential hours of operation for all non-residential housing developments, price points and if operations would be recognizable as a known establishment. The narrative should also identify whether the Proposer is proposing to develop the entire Site or a portion of the Site, as detailed below:
 - i. If Proposer is responding to propose a development for a portion of the site which does not include the Retail Pads, Proposers must still address how their proposal has the ability to achieve the City's visions and goals for the Property by taking into consideration the overall integration of the existing developments on the Retail Pads. Proposers should also include the rationale for choosing not to propose development of the Retail Pads portion of the Property.
 - ii. If Proposer elects to propose a development which includes the Retail Pads, then Proposer shall assume full responsibility of the City's obligations outlined in the San Diego Sports Arena Retail Pads Ground Lease included as Exhibit E and clearly identify the plan for doing so.
 - b) Project Description: Provide a concise written description of the proposed project proposal (3-page maximum), including but not limited to, the general description of the vision and the proposed project concept, gross square footage of each type of use proposed, height of structures, approach to parking, type and location of public amenities. Proposer should demonstrate in detail the community need that is being met and the anticipated number of clients that will be served by each type of event, activity, or service proposed to be offered at the Property.
 - c) Project Design Concept Drawings: All drawings should be legible, orient north up and should only include one plan or elevation/perspective per sheet. At a minimum, proposers shall provide a site plan, elevations and context/perspective drawings, as detailed below (also refer to the Community Plan).
 - i. Site Plan – The site plan should illustrate the proposed project concepts for the Site, including proposed structure footprints with uses, circulation network

- (vehicles, pedestrians, and bicycles) proposed public/park spaces, preliminary landscape design, parking areas (surface/structure) with estimated parking counts, and vehicular and pedestrian access.
- ii. Elevations – Provide colored architectural exterior elevations and should provide a comprehensive view of the entire project and illustrate proposed building massing and height, materials and colors, and related architectural elements.
 - iii. Context/Perspective Drawings – Provide a representative illustration of the proposed project clearly showing massing and the relationship of the development to its surrounding environment. This drawing(s) should show the proposed development in context with the adjacent building masses roughed in. Context elements do not need to be photo-realistic but must accurately convey the bulk, scale, and character of the surrounding area.
2. Proposer's Relevant Experience: The Proposer or entity with the legal authority to execute the appropriate real estate agreement required to implement the proposed development should describe its relevant experience (within the past 10 years, at a minimum) in each of the following areas:
- a) Description of experience in development and/or development projects, with emphasis on arena/entertainment development, large-scale, complex mixed-use developments, and/or experience in the integration of retail, cultural, and visitor serving and related activities.
 - b) This section shall include a brief description of the entity, including its organization structure, key personnel, and financial and operational wherewithal and resources.
 - c) A listing of any lawsuit(s) or litigation and the result of that action resulting from:
(a) any public operations undertaken by the Proposer where litigation is still pending or has occurred within the last five years; or (b) any type of operations where claims or settlements were paid by the Proposer or its insurers within the last five years. For lawsuits or litigation, the list shall include the case name, the court where filed and the case number, and the case status. For claims or settlement, identify the date of the incident that is the subject of the claim or settlement and the nature of the claim, for example, a slip and fall incident.
 - d) NOTE: If a new entity is being formed, the experience of the partners or members should be included as well as which partners or members will be in operational control.
3. Capability to Perform: The City reserves the right to consider the financial responsibility and reputation within the industry of each Proposer to determine if the Proposer has the apparent ability to successfully perform and complete all responsibilities that the Proposer may assume and undertake in connection with the redevelopment.
- a) Information required by the City includes, but is not limited to: Proposer's financial wherewithal; Proposer's business reputation; financial feasibility of Proposer's proposed operations; and Proposer's capability to timely contract for the design, construction, and completion of the proposed project; and proposed preliminary financing approach.
 - b) The Proposer shall provide three (3) years of audited financial statements

(including, but not limited to: balance sheets, income statements, and cash flow statements) or other comparable evidence of financial capability, in addition to any other information requested by the City reasonably necessary to establish the Proposer's financial capability.

- c) This section shall include a brief description of the Proposer's qualifications and previous experience on similar or related operations. Description of pertinent experience shall include a summary of the operations, the total operations gross revenues, the length of the operations, and the name, title, and phone number of clients to be contacted for references.

4. Revenue and Expense Projections: Proposer shall provide a project development and operating pro-forma including a breakdown of the project concept's components, revenue, and estimated development and construction costs, and other data and information about the project concept. The pro-forma shall be for the first ten years of the proposed real estate agreement (including both the construction period and the first years of operation).

NOTE: It is at the discretion of the Proposer to perform any and all necessary due diligence to determine project costs, including structural, mechanical, electrical, and architectural components to make the development project viable and successful.

All aspects of the Development Plan, including proposed uses, fees, and improvements, are subject to approval by the City.

Proposals shall consider all applicable laws and available industry guidelines as they apply to liability, public health standards, Americans with Disabilities Act (ADA) access, and the highest standards of maintenance of all facilities and equipment. Proposals must address any required off-site improvements, including but not limited to, curbs, gutters, sidewalks, utilities, landscaping, and ADA compliance for the Property.

G. LEASE TERMS

The City anticipates entering into a long-term ground lease to develop the Property with the Selected Proposer to memorialize, in detail, the elements of the selected proposal. The following terms and conditions shall be incorporated into the Lease to be negotiated and executed between the selected Proposer and the City, subject to modification, deletion, and additional terms and conditions as determined by the City in the City's sole discretion. If Proposer intends to request a modification from any of the identified terms or conditions listed below, such request must be included in the Proposal in order to be considered. Any proposed changes to the terms below must be stated exactly and specify alternate proposed language in the proposal. The City reserves the right to reject any or all proposed lease modifications submitted in the proposal. Proposers should not assume that the City will accept any proposed lease modifications. The City also reserves the right to modify the lease terms below to the extent deemed necessary by the City.

1. Premises. The Property is approximately 48 acres and consists of an approximately 16,000-seat arena, and various commercial building and retail pads located within the Midway – Pacific Highway Community area as shown in Exhibit A.
2. Uses. The use of the Property shall be defined in the negotiated lease upon selection of a successful bidder.

3. Term. Proposers are responsible to submit the development and lease term as a part of their submission.
4. Rent. Proposer shall propose a rental amount to be paid to City, appropriate to the proposed use of the Property. Initial rent may be adjusted upward according to annual CPI adjustments or a fixed percentage increase (for example, 3.5% per year increase) for flat rate lease agreements. City may, at its option, adjust the Percentage Rent upward to fair-market Percentage Rent. Percentage Rent increases shall be determined by qualified CITY staff which rates shall only be higher, not lower, than the then-current percentage rates.
5. Right to Assign and Sublet. The Selected Proposer may not assign the Lease or any interest therein and may not sublet any portion thereof, or grant any license, agreement, or other right or appurtenant privilege to the Property without prior written approval from the City. The City's approval may be conditioned upon the proposed assignee agreeing to revisions to the Lease, to reflect market conditions or the City requirements that are then in effect. Also, no assignee will be approved by City who is not at least comparable to the original Selected Proposer in financial and professional capabilities to operate the Property, as determined by the City.
6. Equity Participation. The Selected Proposer shall pay to City two percent (2%) of the gross amount paid for the leasehold in connection with any approved assignment of the Lease; two percent (2%) of any amount paid to the Selected Proposer in consideration of a sublease of all or a majority portion of the leasehold; or two percent (2%) of the amount of any loan or encumbrance against the Lease over and above the amount of the encumbrance needed to finance the improvements. The amount upon which the two percent (2%) shall be based shall be total consideration resulting from the transaction including total cash payments and the market value of non-cash consideration, including but not limited to stocks.
7. Compliance with Laws. The Selected Proposer shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost, regarding all aspects of the Lease and activities at the Property.
8. Utilities. The Selected Proposer shall order, obtain, and pay for all utilities, service, and installation in connection with the Property, subject to obtaining all applicable approvals and permits. All utilities shall be installed underground. Sub-metering shall be used for proper billing of utilities.
9. Single Use Plastic Reduction Ordinance. Unless an exception applies, Selected Proposer will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907. Upon successful negotiation, the Selected Proposer will sign a Lease, certifying that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the Term.
10. Hazardous Substances. The Selected Proposer shall not allow the illegal installation, storage, utilization, generation, sale, or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Property. The Selected Proposer and the selected Proposer's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Property without City's prior written consent.

The Selected Proposer shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a Hazardous Substance or hazardous waste.

- a) Release. A “release” shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of a hazardous substance.
- b) Hazardous Substance. “Hazardous Substance” shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- c) Remediation. If the Selected Proposer’s occupancy, use, development, maintenance, or restoration of the Property results in a release of a Hazardous Substance, the Selected Proposer shall pay all costs of remediation and removal to the City’s satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- d) Removal. If the Selected Proposer or the Selected Proposer’s contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, the Selected Proposer and/or the Selected Proposer’s contractors or agents shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment, or device from the Property immediately upon or prior to the expiration or earlier termination of the Lease. Upon City’s request, the Selected Proposer shall deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Property. The Selected Proposer shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.
- e) Indemnity. The Selected Proposer shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from the Selected Proposer’s occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, the Selected Proposer’s officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- f) Notice of Release. If the Selected Proposer knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, the selected Proposer shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. The Selected Proposer shall deliver a written

report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If the Selected Proposer knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, the Selected Proposer shall take all actions necessary to alleviate the danger. The Selected Proposer shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Property.

11. Encumbrance of Lease. The Selected Proposer shall not encumber the Lease, its interest in the Lease, or any improvements on the Property by deed of trust, mortgage, chattel mortgage, or other security instrument without the City's prior written consent.
12. Nondiscrimination. The Selected Proposer shall not discriminate in any manner against any person by reason of race, color, religion, gender, gender expression, gender identity, sexual orientation, medical status, national origin, age, marital status, or physical disability in the Selected Proposer's use of the Property. The Selected Proposer shall comply with the City adopted program for equal employment opportunities. This program includes requiring the Selected Proposer to submit a Workforce Report, and in some cases an Equal Opportunity Plan. The Selected Proposer shall comply with the San Diego Municipal Code sections 22.4301- 22.4308, which requires lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. The Selected Proposer shall also comply with San Diego Municipal Code sections 22.4801 – 22.4809, the Equal Pay Ordinance.
13. Indemnification & Hold Harmless. Selected Proposer shall protect, defend, indemnify, and hold City and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Selected Proposer's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with the Lease or Selected Proposer's occupancy, use, development, maintenance, restoration, or improvement of the Property or any areas outside the Property used or occupied by Selected Proposer from time to time, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that Selected Proposer's duty to indemnify and hold City harmless shall not include any established liability arising from the sole negligence or intentional misconduct of City or its elected officials, officers, employees, representatives, or agents. City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Selected Proposer shall pay all the costs related thereto, including without limitation reasonable attorney fees and costs.
14. Insurance. Selected Proposer shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with Selected Proposer's occupancy, use, development, maintenance, restoration or improvement under the Lease and the results of that work

by any of Selected Proposer's contractors, or contractor's agents, representatives, employees, or subcontractors. Maintenance of specified insurance coverage is a material element of this Lease and Selected Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Lease may be treated as a material breach of contract by the City.

- a) Insurance. At all times during the term of this Lease, the Selected Proposer shall maintain insurance coverage as follows:
- i. Commercial General Liability ("CGL"). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$5 million per occurrence and subject to an annual aggregate of \$15 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - ii. Commercial Automobile Liability. For all of Selected Proposer's automobiles including owned, hired, and non-owned automobiles, the Selected Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
 - iii. Causes of Loss. - Special Form Property Insurance. Selected Proposer shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of selected Proposer's insurable property related to the Allowed Uses of the Property under this Lease or the Premises in an amount to cover 100 percent (100%) of the replacement cost.
 - iv. Workers' Compensation. For all Selected Proposer's employees who are subject to the Lease and to the extent required by the applicable state or federal law, the Selected Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of One Million Dollars (\$1,000,000) of employers' liability coverage per accident for bodily injury or disease, and the Selected Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives.
 - v. Professional Liability (Errors and Omissions). For consultant or design contracts, insurance appropriate to Consultant's or Designer's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Selected Proposer maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Selected Proposer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. The Selected Proposer's contractors and subcontractors shall carry the same level of insurance as required of the Selected Proposer in the Lease.

The Selected Proposer shall also release, indemnify, defend, and hold the City harmless from liability in connection with all construction, operations and activities on the Property.

15. Taxes. The Selected Proposer must pay all taxes and assessments, including possessory interest taxes levied by reason of its possession, development, or use of the Property.
16. Default. The City will reserve the right to terminate the Lease in the event of Selected Proposer's failure to pay any rent within five (5) days of notice thereof, or to cure any curable default or breach within thirty (30) days of legal notice thereof. The City may, in its sole discretion, terminate the Lease for failure to commence or timely complete development and construction of improvements, if proposed.
17. Permits and Licenses. The Selected Proposer will be required to obtain all necessary permits and licenses for the construction, operations, and activities at the Property, at the Selected Proposer's sole cost and expense. By the selection of a proposal or execution of the Lease, neither the City nor the San Diego City Council is obligating itself or any governmental agent, board, commission, or agency with regard to any other discretionary action relating to any occupancy, use, development, maintenance, or restoration of the Property. "Discretionary action" includes without limitation rezonings, variances, environmental clearances, and all other required governmental approvals.
18. Non-responsibility. The City hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a Proposer or executing the Lease with the Selected Proposer.
19. Construction Requirements. The Selected Proposer will construct all improvements in accordance with all federal, state and local laws, rules and regulations, including, but not limited to, the California Environmental Quality Act and ADA.
20. Living Wages. The Lease is subject to the City's Living Wage Ordinance ("LWO"), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Selected Proposer agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.
 - a) Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Selected Proposer and its subcontractors shall ensure that all workers who perform work under this Lease are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.
 - i. Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Selected Proposer and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).
 - ii. LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.
 - b) Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Selected Proposer and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

- c) Uncompensated Leave. Selected Proposer and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.
 - d) Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Selected Proposer or its subcontractors be found to be in violation of any of the provisions of the LWO.
 - e) Payroll Records. Selected Proposer and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Selected Proposer is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - i. For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Selected Proposer and all subcontractors must comply with both ordinance requirements.
 - f) Certification of Compliance. San Diego Municipal Code section 22.4225(c) requires each Selected Proposer to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Lease.
 - g) Annual Compliance Report. Selected Proposer and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.
 - h) Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Lease may be exempt from the LWO. For a determination on this exemption, Selected Proposer must complete the Living Wage Ordinance Application for Exemption.
21. Prevailing Wages. If in its proposal, and/or during Lease negotiations, a Proposer seeks any of the following: (1) the payment of money or the equivalent of money from the City directly to or on behalf of the Proposer; (2) transfer from the City of an asset of value for less than fair market price; (3) the payment, reduction, to be charged at less than fair market value, waiver or forgiveness of fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the Lease; (4) money loaned by the City that is to be repaid on a contingent basis; or (5) credits that are applied by the City against repayment obligations to the City, then pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Lease is subject to State prevailing wage laws. For construction work performed under the Lease cumulatively exceeding \$25,000 and for alteration, demolition, repair, and maintenance work performed under the Lease cumulatively exceeding \$15,000, the selected Proposer and its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
- a) Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Selected Proposer and its contractors and

subcontractors shall ensure that all workers who perform work under the Lease are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

- i. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Selected Proposer and its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - ii. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of the Lease. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the Lease in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the Lease, each successive predetermined wage rate shall apply to the Lease on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of the Lease, such wage rate shall apply to the balance of the Lease.
- b) Penalties for Violations. The Selected Proposer and its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 - 1861.
- c) Payroll Records. The Selected Proposer and its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Selected Proposer shall require its contractors and subcontractors to also comply with section 1776. The Selected Proposer and its contractors and subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. The Selected Proposer is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. The Selected Proposer, its contractors and subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.
- d) Apprentices. The Selected Proposer and its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Selected Proposer shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.
- e) Working Hours. The Selected Proposer and its contractors and subcontractors shall

comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- f) Required Provisions for Subcontracts. The Selected Proposer shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- g) Labor Code Section 1861 Certification. The Selected Proposer in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing the Lease, the Selected Proposer will certify that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Lease.”
- h) Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will instruct the Selected Proposer to withhold contract payments to the Selected Proposer’s contractor when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- i) Contractor and Subcontractor Registration Requirements. Certain work performed pursuant to the Lease is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Labor Code section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 2103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
- i. The Selected Proposer’s inadvertent error in listing a contractor or subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to this RFP shall not be grounds for filing a protest or grounds for considering the proposal non-responsive provided that any of the following apply: (1) the contractor or subcontractor is registered prior to the Proposal Due Date; (2) within twenty-four hours after the Proposal Due Date, the contractor or subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the contractor or subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

- ii. A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Selected Proposer, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.
 - iii. By submitting a proposal to the City, the Selected Proposer is certifying that he or she has verified that all contractor and subcontractors used on any public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Selected Proposer shall provide proof of contractor and subcontractor registration to the City upon request.
22. Highest Wage Rate Applies. **Selected** Proposer is required to pay the highest applicable wage rate where more than one wage rate applies.
23. Performance and Payment Bond. The Selected Proposer shall provide to City, prior to commencement of any construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated design and construction costs of the work to be performed. The bond must be a corporate surety bond or other security satisfactory to City. The bond shall insure that the construction to be commenced by the Selected Proposer shall be completed in accordance with the plans approved by City or, at the option of City that the uncompleted construction shall be removed, and the Property restored to a condition satisfactory to City. The bond shall be held in trust by City for the purpose specified above, or at City's option may be placed in an escrow approved by City. This requirement is not intended to be duplicative of a construction bond otherwise required of the Selected Proposer.
- Prior to the commencement of any work on the Property, the Selected Proposer shall deliver to City a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract(s) for construction on the Property to satisfy claims of material suppliers and of mechanics and laborers employed on the contract(s) for construction on the Property. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670 that is authorized by the State of California Department of Insurance to transact surety insurance in the State. The Selected Proposer shall maintain the bond in full force and effect until all improvements for the construction on the Property are accepted by City and until all claims for materials and labor are paid and must otherwise comply with the Government Code. Should the bond become insufficient, the Selected Proposer shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from City.
24. Improvements and Alterations. All improvements, demolition, or alterations to the Property shall be in accordance with plans and specifications approved in writing by the City in advance and shall be made at the sole cost and expense of the Selected Proposer. No improvements, structures, or installations shall be constructed on the Property without City's prior written approval.
25. Maintenance. All maintenance and repairs of the Property shall be the responsibility of the Selected Proposer throughout the entire term of the Lease without expense to the City. Maintenance and repairs shall include, but not be limited to, the roof, heating and air conditioning, plumbing, and electrical. The Selected Proposer shall maintain

the Property and all improvements, fixtures, and installations thereon in a clean, safe, sanitary, and well-maintained condition throughout the term of the Lease, to the satisfaction of the City and in compliance with all applicable laws.

26. Ownership of Improvements. All improvements shall become the property of the City unless the City elects not to take ownership of any or all improvements upon termination or expiration of the Lease. If the City elects not to take ownership of any or all improvements, all improvements shall be removed from the Property at the termination or expiration of the Lease, at the Selected Proposer's sole cost and expense. If the City elects to retain the improvements, the Selected Proposer must remove all trade fixtures and personal property upon termination or expiration of the Lease without cost to the City or damage to the Property.
27. Hours of Operation. A regular schedule of days and hours of operation shall be established by the Selected Proposer to best serve the public. The schedule shall be subject to prior approval by the City.
28. Rate of Charges. All prices of merchandise, equipment, and services shall be comparable with the prices of like merchandise, equipment, and services offered in the San Diego County area. If no other similar venues are found within San Diego County comparables from other geographic regions can be used to determine pricing.
29. Competent Management. Selected Proposer shall provide competent management of the Allowed Uses to CITY's reasonable satisfaction. "Competent management" shall mean management practices generally considered acceptable within Selected Proposer's industry for the management and operation of activities substantially similar to the Allowed Uses and in compliance with all applicable local, state, and federal laws, rules, and regulations, and in a fiscally responsible manner. "Fiscally responsible manner" shall mean in accordance with generally accepted accounting principles consistently applied and absent financial malfeasance.
30. Political Activities. Selected Proposer shall not use the Property to promote, endorse, or campaign for the nomination or election of any individual to any public office, be it partisan or nonpartisan or for the adoption or defeat of any ballot measure; however, Selected Proposer may allow the use of the Premises as a forum for open public debate by two or more candidates, such as occurs at a candidate forum and similar events.
31. Charter Section 225. Pursuant to San Diego City Charter section 225, Selected Proposer and each of its subtenants and assignees shall make a full and complete disclosure of the name and identity of any and all persons directly or indirectly involved in this Lease and the precise nature of all interests of all persons therein. Pursuant to City Charter Section 225, every person or entity which will have an interest in this Lease must be reviewed and approved by City, in its sole discretion.

H. RESPONSIBILITIES OF PROPOSERS

1. Proposers are responsible for carefully examining this RFP and all documents incorporated into this RFP by reference before submitting a proposal. If selected for award of the Lease the Selected Proposer shall be bound by the same terms and conditions included in this RFP unless the City has accepted Proposer's exceptions, if any, in writing.

2. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and operating the Property. Submission of a proposal will be considered evidence that Proposers have familiarized themselves with the nature and extent of the requirements and has made such investigations and examinations.
3. The Selected Proposer shall be responsible for obtaining all necessary approvals and permits to the satisfaction of the City.
4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer upon written notice to the City Contact.

I. PROPOSAL CONTENTS

All proposals must include, at a minimum, the information specified below. Failure to include this information shall be cause to deem the proposal non-responsive and result in its complete rejection. The inclusion of any additional information that will assist the City in the evaluation is encouraged. The adequacy, depth, organization, and clarity of the proposal will influence, to a considerable degree, its evaluation as stated in Section M. The proposal submitted must be complete and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals, and the City reserves the right to make a selection based solely on the information contained in submitted proposals.

Each proposal **MUST** include the following items:

1. **Cover Sheet**. Proposer shall submit with its proposal the signed Request for Proposal (RFP) Cover Sheet.
2. **Summary of Experience**. A resume or summary of each Proposer's direct experience, which should be a minimum of five (5) years, and qualifications to accomplish the development and operations presented in the proposal. The names and contact information from a minimum of three (3) references who can provide a referral of relevant Proposer's experience during the past five (5) years. For proposals with multiple Proposers, if a Proposer is not going to be involved in the day-to-day operations of the Property, then that Proposer must include qualifications and verification that all persons to be employed in management capacity at the Property are sufficiently qualified to satisfy the requirements of this RFP.
3. **Financial Statements**. Each Proposer must submit either: (a) financial statements for the preceding three (3) years that were audited or prepared by a certified public accountant; (b) tax returns for the preceding three (3) years; or (c) substantial justification as to why these documents cannot be provided. Each Proposer shall submit a full and detailed statement of their true financial condition as of **December 31, 2019**, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities, and net worth, including the availability of operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation of the Property, and its source and terms of repayment, must be included in the financial statement. Proposer must also provide financial projections for the term of the Lease by including a statement of estimated gross receipts and operating expenses.

The City, at its discretion, shall have the right to inspect and audit the business of the

Selected Proposer, its agents, and licensees as necessary and appropriate for the City to determine the amounts of rent or consideration due to the City. Pursuant to the Lease, the books of account, records, and supporting documentation of the Selected Proposer will be kept for at least five (5) years and made available to the City. These books and records must be maintained separately from all other accounts not relating to the Property under the Lease.

4. The Development/Operating Plan. Proposer shall submit the Development/Operating Plan, as set forth in Section F, above.
5. Proposed Term. Proposers are responsible to submit the development and lease term as a part of their submission.
6. Work Force Report. Each Proposer shall submit a completed Work Force Report. A copy of the Work Force Report is attached as Exhibit B.
7. Lessee's Questionnaire. Each Proposer shall submit a completed Lessee Questionnaire. Copy of Lessee Questionnaire is attached as Exhibit C.
8. Certification. By submission of a proposal, the Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or Local departments or agencies. Proposer shall submit with its proposal a completed Contractor Standards Pledge of Compliance. A copy of the Contractor Standards Pledge of Compliance is attached as Exhibit D.
9. Business Tax Certificate. Proposers shall submit with its proposal a copy of their business tax certificate, or a copy of their application receipt.

J. NONCONFORMING PROPOSALS

Proposers requesting deviations from the provisions of this RFP should specifically identify the requirements being deviated from and address the requested deviation in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

K. INFORMATION EXCHANGE MEETING

To cover the requirements to submit your proposal, present questions and answers that have already been submitted, and to give a brief review of the scope, an information exchange meeting has been scheduled as set forth in the Request for Proposals (RFP) Cover Sheet. It is strongly suggested that all Proposers attend this meeting, although attendance is not mandatory. It is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements prior to submitting a proposal.

L. OPEN HOUSE

An Open House will take place at which the media is briefed to discuss the process for selecting a proposal, how the public can be involved, and what will happen after the Open House. This media briefing will occur on the first of 2 days of the Open House. For a Proposer to be considered responsive they are required to attend both days, present display booths of their proposed concepts, and have their development teams available to answer

questions from the public. This Open house has been scheduled as set forth in the Request for Proposals (RFP) Cover Sheet.

M. PROPOSAL SUBMISSION

1. Due Date.

- a) Proposals must be received at the address listed below no later than 5:00 p.m. as set forth in the Request for Proposals (RFP) Cover Sheet.
- b) The delivery of the proposal to the City prior to the deadline is solely and strictly the responsibility of the Proposer(s). The City will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. Proposals received after the due date will not be considered.

2. Place of Delivery.

- a) All proposals should be delivered to:

City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101
Attn: George Katsikaris

- 3. Faithful Performance Deposits. All proposals **MUST** include a cashier's check or certified check in the amount of Five Thousand Dollars (\$5,000) payable to **City Treasurer** as a faithful performance deposit to assure that if the proposal is selected by the City, that the Selected Proposer will enter in good faith into a lease agreement containing substantially the same terms and conditions as set out in this RFP and in the selected proposal. No personal checks will be accepted, and no interest will be paid on deposits.
- 4. Number of Copies. Proposers are required to submit their proposals as set forth in the Request for Proposals (RFP) Cover Sheet. All materials submitted by Proposers become the property of the City of San Diego and may not be returned.
- 5. Questions and Comments. Written questions and comments must be electronically mailed (e-mailed) to the City Contact no later than the date specified on the Request for Proposals (RFP) Cover Sheet. Only written communications relative to the RFP shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon Proposers to verify that the City has received their questions and/or comments. All responses to questions will be posted on the City's website at (<https://www.sandiego.gov/real-estate-assets/>) as an Addendum. The City will distribute questions and answers, without identification of the inquirer(s), to all Proposers who are on record as having received this RFP. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP. It is the responsibility of the Proposer to check the City's website for an Addendum to this RFP and to review it, if any.

N. PROPOSAL EVALUATION AND SELECTION

The City reserves the right to select the proposal that will provide the best value to the City given the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time, including any proposals that have been scored or been the subject of oral presentations and/or interviews. The City also reserves the right to waive minor irregularities or variations to the specifications stated herein and in the solicitation process provided that such a waiver does not provide an unfair competitive advantage to the Selected Proposer.

The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a Lease with the Selected Proposer based on the RFP and the Proposer's proposal or award the Lease without further negotiation.

The City reserves the right to inspect the Proposer's equipment and facilities to determine if the Proposer is capable of fulfilling the Lease. Inspection will include, but not limited to, survey of Proposer's physical assets and financial capability. Proposer, by signing the RFP and submitting a proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform pursuant to a Lease. Should the City conduct this inspection, the City reserves the right to disqualify a Proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform pursuant to the Lease.

Proposals shall be evaluated in a two-step process by an evaluation committee of qualified City staff, and if necessary other persons selected by the City.

In Step One, the committee will evaluate all responsive proposals based upon the information, references, and materials contained in the proposals as submitted. The committee will score and rank all responsive proposals based on the evaluation criteria indicated below.

If the score of the highest scoring proposal resulting from Step One is more than ten (10) points greater than the scores of the other proposals, and the committee is satisfied that the highest scoring proposal is sufficient for recommendation, the Proposer with the highest scoring proposal will negotiate the Lease with the City, which will then be recommended to the City Council for award. The Selected Proposer may be required to appear before the City Council and any of its committees to answer questions and for award of the Lease.

If one or more proposals score within ten (10) points of the highest scoring proposal, the process will proceed to Step Two. Only the Proposer with the highest scoring proposal and those Proposers scoring within ten (10) points or less of the highest scoring proposal (collectively the "finalists") will be asked to participate in Step Two. In Step Two, the finalists will be required to provide an oral presentation and/or participate in an interview of key personnel by appearing before the evaluation committee or by conference telephone call. The purpose of the oral presentation/interview is to provide the committee with an opportunity to further evaluate the finalists' proposals, which may include requesting clarification to the finalists' proposals and developing rapport. The finalists are required to make the oral presentation/interview within seven (7) workdays after request by the City. The committee may also inspect the finalists' facilities and perform other due

diligence as it may determine. The committee may then, at the committee's sole discretion, add up to eleven (11) additional points to the score of any finalist.

If the committee is satisfied that the first-ranked proposal resulting from Step Two is sufficient for recommendation, the Proposer with the highest scoring proposal will negotiate the Lease with the City, which will then be recommended to the City Council for award. The Selected Proposer may be required to appear before the City Council and any of its committees to answer questions and for award of the Lease.

Selection of the proposal to be recommended to the City Council for award of the Lease will be based on the evaluation criteria listed below:

1. Responsiveness to RFP (Maximum 20 points):

The extent to which a proposal clearly addresses the elements of this RFP, including: quality, attractiveness, and thoroughness of the proposal; responsiveness to the minimum requirements described in the RFP; quality and extent of the development and operations and understanding the needs, goals, and objectives of the City while providing the highest and best use of the Property.

2. Development/Operating Plan (Maximum 25 points):

The extent to which a Proposer clearly addresses the Development/Operating Plan elements of this RFP, including, the quality and professionalism of the Proposer's Development/Operating Plan; responsiveness to the Development/Operating Plan minimum requirements described in the RFP, including the proposed operation of the Property; understanding the needs, goals, and objectives of the City while providing the highest and best use of the Property; and the overall attractiveness of the terms of the Proposer's Development/Operating Plan.

3. Professional Experience and Qualifications (Maximum 25 points):

The extent to which a proposal demonstrates, among other things, the following: The Proposer's direct experience and qualifications in successfully managing an operation of the type contemplated in this RFP. The Proposer should include verification that his/her employees are well qualified to conduct the business contemplated in this RFP and should describe in detail the Proposer's ability to implement the components of the proposal. The Proposer should have at a minimum five (5) years' direct experience performing similar projects.

4. Financial Capability (Maximum 20 points):

The extent to which a Proposer demonstrates, among other things, the following: the necessary financial capability and strength to successfully operate and restore the Property in accordance with the proposal and the Lease, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Property; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Property.

5. Community/Public Service (Maximum 10 points):

The Proposal will be evaluated based on the Proposer's overall ability to best serve the needs of the public by providing the most benefits which are accessible to all community members and the general public.

Maximum Total Points: 100

6. Oral Presentation/Interview (Maximum 11 points)

If Step Two is initiated, points will be awarded to the extent to which a Proposer demonstrates, among other things, the following: ability to communicate information that is concise, easy to understand, and relevant to the goals of this solicitation.

O. ANNOUNCEMENT OF INTENT TO AWARD

1. Intent to Award Lease. The City will inform all proposers of its intent to award a Lease, subject to negotiation and approval by City Council, in writing.
2. Obtaining Proposal Results. No proposal results can be obtained until the City announces the proposal best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the Request for Proposals (RFP) Cover Sheet or (2) visiting the READ e-procurement system to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number set forth in the Request for Proposals (RFP) Cover Sheet. Proposal results will not be released over the phone.

P. ADDITIONAL INFORMATION FROM PROPOSERS

The City reserves the right to request information from Proposers to clarify information pursuant to this RFP.

Q. INCURRED COSTS

Each Proposer is solely and fully responsible for any and all costs associated with submitting a response to this RFP. The City will not be responsible for any costs incurred by Proposers in the preparation and submission of proposals.

R. CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff (who are directly involved with this RFP) or evaluation committee members about this RFP from the date this RFP is issued until final passage of the City Council approval of the Lease to the Selected Proposer.

S. ADDENDA

The City may issue addenda to this RFP as necessary. All addenda are incorporated into the RFP. The Proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

T. PUBLIC RECORDS

All proposals, and all contents thereof, received shall be considered confidential until the City's Real Estate Assets Department recommends a proposal to the City Council. By signing this RFP and submitting a proposal, the Proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure

unless the City determines that a specific exemption in the California Public Records Act ("CPRA") applies. If the Proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the Proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the Proposer must provide a specific and detailed legal basis, including applicable case law, which clearly establishes the requested information is exempt from the disclosure under the CPRA. If the Proposer does not provide a specific and detailed legal basis for requesting the City to withhold Proposer's confidential or proprietary information at the time of proposal submittal, the City will release the information as required by the CPRA and Proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the Proposer's obligation to defend, at Proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the Proposer's request. Furthermore, the Proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at Proposer's request. Nothing in the Lease resulting from the proposal creates any obligation on the part of the City to notify the Proposer or obtain the Proposer's approval or consent before releasing information subject to disclosure under the CPRA. Proposer must review, sign and submit **Exhibit F: Declaration Regarding Information Requested Under the Public Records Act with its Proposal.**

U. CITY'S RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reject all offers and proposals regarding this RFP and the Property, including those submitted by Proposers who have outstanding debt with the City. The City reserves the right to determine which proposal it deems in the best interest of the City to accept. The City also reserves the right to waive any informality not material to cost or performance in any proposal provided that any such waiver is deemed to be inconsequential and does not provide an unfair competitive advantage to any Proposer.

V. QUALIFICATION OF PROPOSAL

This is not a bid solicitation and the City is not obligated to accept any proposal or to negotiate with any Proposer. The City Council reserves the right to reject any Lease presented as a result of a Proposal without cause or liability. All transactions discussed, referenced, or implied herein are subject to final approval by the City Council.

W. NON-DISCRIMINATION NOTICE

It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, gender expression, gender identity, sexual orientation, disability, medical condition, or place of birth.

X. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

Proposer understands that failure to comply with the following requirements and/or submitting false information in response to these requirements may result in rejection of the proposal by the City and debarment of the Proposer from participating in City contracts for a period of not less than one (1) year:

1. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Proposer and all of its subcontractors are individually responsible to abide by its contents.

Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Proposer shall insert the foregoing provisions in all contracts and subcontracts for any work covered by the proposal so that such provisions will be binding upon each contractor and subcontractor. Proposer agrees that compliance with Equal Employment Opportunity (EEO) provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff.

Proposer shall submit a current Work Force Report or a current EEO Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. A copy of the Work Force Report is attached as **Exhibit B**.

2. Equal Benefits. Proposer shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of CITY-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.
3. Local Business and Employment. Proposer acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

Y. RETURN OF FAITHFUL PERFORMANCE DEPOSIT

All good faith deposits will be returned to unsuccessful Proposers within thirty days of final passage of City Council approval of the Lease to the Selected Proposer. For the selected Proposer, the deposit will be applied to the Lease deposit upon completion of negotiations and execution of the Lease between the Selected Proposer and the City. Should the Selected Proposer unilaterally withdraw from negotiations after selection, the entire deposit of the Selected Proposer will be forfeited to the City.

Z. PROTESTS

The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code. These procedures shall apply to this RFP and provide unsuccessful Proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

AA.ASBESTOS DISCLOSURE

Portions of certain structures on the Property may contain asbestos. By virtue of its submission of a proposal, Proposer acknowledges having received notice from City of the presence of such asbestos in accordance with Health and Safety Code Section 25915. Proposer shall indemnify and hold City harmless from any loss or claim which may result from existence of asbestos on the Property.

BB.REAL ESTATE BROKER'S COMMISSION

The City will not pay a brokerage commission in this RFP.

CC. SCHEDULE OF EXHIBITS

Exhibit A: Site Diagram

Exhibit B: Work Force Report

Exhibit C: Lessee's Questionnaire

Exhibit D: Contractor Standards Pledge of Compliance

Exhibit E: Retail Pads Lease

Exhibit F: Declaration Regarding Information Requested Under the Public Records Act

Exhibit G: Midway-Pacific Highway Community Plan

The foregoing forms listed as Exhibits B, C, D, and F are required to be completed and submitted with the proposal. Failure to submit any of the forms listed as Exhibits B, C, D, and F will result in the City deeming the proposal incomplete and non-responsive.

Exhibit A: Site Diagram



- A - Stonewood Garden Apartments**
8.36 acres, expires 03-31-2057
- B - Orchard II**
5.59 acres, expires 03-01-2036
- C - ST Associates**
5.01 acres, expires 06-20-2032
- D - Sports Arena Village**
17.61 acres, expires 01-01-2029
- E - Hancock Partners**
0.61 acre, expires 08-31-2035
- F - AEG Management (Sports Arena)**
33.58 acres, expires 05-31-2020
- G - Heritage Group Mgmt. Agmt.**
for Sports Arena Square
5.00 acres, expires 05-31-2020
- H - Probuild Company (Dixieline Lumber)**
3.80 acres, expires 05-31-2020
- I - Victor J. Schulman Trust**
0.59 acre, expires 05-31-2020
- J - Pier 1 Imports**
0.623 acres, expired 05-31-2018
- K - MCS Sports Arena Business Park**
1.75 acres, expires 10-24-2033
- L - AEG Management (Retail Pads)**
4.92 acres, expires 04-03-2032

Revised 01/29/18



Exhibit B: Workforce Report

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: _____ Email: _____

- ☐ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____

(Firm Name)

_____, _____ hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 20. _____

(Authorized Signature)

(Print Authorized Signature Name)

[illegible]

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4.

[illegible][illegible]

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

[illegible]

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Exhibit C: Lessee's Questionnaire

**LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES**

Pursuant to the City of San Diego City Charter Section 225: "Mandatory Disclosure of Business Interests," before the City will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

Exact name of proposed Sublessee (complete only if applicable):

Date this Questionnaire completed:

I declare under penalty of perjury under the laws of the State of California that the information furnished in and with this Questionnaire is true, complete, and correct.

Signature: _____

Title: _____

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub) Lessee exactly as it will appear on the actual tenancy document:

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

Telephone No.: _____ Fax. No.: _____
E-mail Address: _____

3. Billing Address (*only if different from Mailing Address*);

Telephone No.: _____ Fax. No.: _____

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (); Partnership (); Corporation ();
Limited Liability Company (); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): _____

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____
2. General Partnership (☐) Limited Partnership (☐)
Other (☐) Explain: _____

3. Statement of Partnership recorded: Yes (☐) No (☐)

Date	Book	Page	County
4. Has the partnership conducted business in San Diego County?
Yes (☐) No (☐) If so, when? _____

If so, where? _____
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
3. Where incorporated? _____
4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____
5. The corporation is held:
a. Publicly () Privately ()
b. If publicly held, how and where is the stock traded?

6. Please list the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of Common Stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____
7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____
Title: _____
Address: _____

No. of Shares _____

Name: _____

Title: _____

Address: _____

No. of Shares _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

8. Attach complete copies of the Articles of Incorporation (and any Certificate(s) of Amendment thereto, as the case may be) of the Corporation, and the Bylaws of the Corporation (and any Amended and Restated Bylaws, as the case may be), and any other applicable Corporate documents.

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: _____
2. Where Organized: _____
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee **must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition.** The report **must** include a balance sheet **and** annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No ()
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No ()
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name	_____
Date of Birth	_____
Place of Birth	_____
Social Security Number	_____
Driver's License Number/State	_____
Home Address	_____ _____ _____
Previous Address	_____ _____ _____
Home Telephone No.	_____
Employer	_____
Occupation	_____
Business Address	_____ _____ _____
Business Telephone No.	_____
Business Fax No.	_____

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date _____ Signed _____

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on the Leasehold. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
1	\$	\$	\$	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease assignment.)

Please summarize the terms and conditions of the purchase, sale, or transfer of Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).

Exhibit D: Contractor Standards Pledge of Compliance

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
Yes No

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
Yes No

If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: ____/____/____ State of incorporation: _____

List corporation's current officers: President: _____
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own ten percent (10 %) or more of the corporation's stocks:

Limited Liability Company Date formed: ____/____/____ State of formation: _____

List names of members who own ten percent (10%) or more of the company:

Partnership Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ____/____/____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ____/____/____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
Yes No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
Yes No

If Yes, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
Yes No

If Yes, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
Yes No

If Yes, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
Yes No

If Yes, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
Yes No

If Yes, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

L. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Print Name, Title

Signature

Date

Exhibit E: Retail Pads Lease

COPY

THE CITY OF SAN DIEGO



SAN DIEGO SPORTS ARENA RETAIL PADS Ground Lease

DOCUMENT NO. R-296248
FILED APR 02 2002
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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CITY OF SAN DIEGO
GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is executed between the CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and ARENA GROUP 2000, a California limited partnership, hereinafter called "LESSEE" based upon the following:

RECITALS

- A. LESSEE currently leases property from the CITY commonly known as the San Diego Sports Arena ("Sports Arena Premises"), pursuant to an Operating Sublease dated August 6, 1971, recorded on August 6, 1971 as File/Page No. 174413, Book 1971 of the Official Records of San Diego County, California. The relationship of the parties with respect to the San Diego Sports Arena Property are more fully delineated in a Memorandum of Termination of Ground Lease, Amendment to Operating Sublease and Parking Lot Lease, filed March 29, 1993 in the Office of the City Clerk as document number RR-281708-4, and in the documents referenced in the Memorandum [collectively, the ("Sports Arena Operating Agreement")].
- B. LESSEE also leases the adjoining Sports Arena Square property ("Crake Parcel"), Document Number O-18264, dated February 20, 1996. LESSEE acknowledges that any of the agreements contained herein shall not be construed as consideration for renewal of the Crake Parcel Lease.
- C. LESSEE desires to commercially develop a portion of the Sports Arena Premises and to sublease the developed area as provided in this Lease.
- D. CITY and LESSEE have a bonafide dispute as to the rights and responsibilities of the parties under the Sports Arena Operating Agreement for naming rights for the Sports Arena Premises. CITY is willing to enter into this separate lease for the portion of the Sports Arena Premises identified in Section 1.1 of this Lease and to amend the Sports Arena Operating Agreement to remove the Leased Premises from the premises covered by those agreements in consideration of Lessee's agreement to the Fourth Amendment to the Sports Arena Operating Agreement on file in the Office of the City Clerk as document number _____.
- E. LESSEE understands that CITY intends to include the Leased Premises [Parcels A, B, C and D] as part of any proposal for a comprehensive redevelopment of the CITY's portfolio of property located in the Sports Arena/Midway District.

SECTION 1: USES

- 1.1 Premises. CITY leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described as "Parcel A", "Parcel B", "Parcel C" and "Parcel D" (individually, a "Parcel" and collectively, the "Parcels") in Exhibit "A" attached hereto and by this reference made part of this Lease agreement. Said real property is hereinafter called the "Premises" or "Leased Premises."
- 1.2 Uses.
- a. It is expressly agreed that the Premises are leased to LESSEE solely and exclusively for the purposes of developing and subleasing Parcels B, C and D, pursuant to subleases ("Subleases") of such Parcels reasonably approved by the CITY in accordance with Section 4.2 hereof and constructed in accordance with the General Development Plan referenced in Section 7.12 hereof, and for such other related or incidental purposes permitted by the approved Subleases or otherwise first approved in writing by the City Manager and for no other purpose whatsoever. Parcel A of the Premises consists of the access driveways and other circulation elements providing access to and from the Adjacent Property, the Premises and adjacent public streets (collectively, "Access Driveways") and shall be used exclusively for ingress, egress and similar purposes.
 - b. LESSEE covenants and agrees, subject to the terms and provisions hereof, to use LESSEE's commercially reasonable efforts to cause the sublessees of the Premises to use their respective Parcels throughout the term of their respective Subleases for the uses permitted above it being acknowledged by LESSEE and CITY that it is in their mutual best interest to produce the most income and receipts as reasonably possible from the Premises. CITY and LESSEE agree that the approved Subleases shall contain, unless CITY otherwise agrees, either a continuous operation clause and/or a recapture right which would entitle LESSEE to recapture the Parcel leased under such Sublease in the event the sublessee fails to operate its business in accordance with the permitted uses under such Sublease for more than eighteen (18) consecutive months.
 - c. Notwithstanding anything to the contrary contained in this Lease, if at least one sublease, approved by CITY in accordance with the provisions of this Lease has not been executed by LESSEE and such sublessee within three (3) years after the Effective Date of this Lease, then, in such event, CITY shall have the right to terminate this Lease immediately upon written notice delivered to LESSEE. Any LESSEE proposed sublease submitted after the end of Lease Year Three (3) and prior to CITY's exercise of its right to terminate pursuant to this section 1.2(c) will be subject to approval at the sole discretion of the City Manager.

- 1.3 Related Council Actions. By the granting of this Lease, CITY is not obligating itself to LESSEE with respect to any other lease and neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the Premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the Leased Premises.
- 1.4 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold, and enjoy the Premises. If CITY for any reason cannot deliver possession of the Premises to LESSEE at the commencement of the term, or if during the Lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY's, then and in either of such events, this Lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the Premises.
- 1.5 Easements and Reservations.
- a. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Premises; provided, however, CITY shall not be entitled to access such subsurface materials from the surface of the Premises or from a level higher than five hundred (500) feet below the surface of the Premises if lateral entry from outside the Premises is accomplished.
 - b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Leased Premises for utilities, thoroughfares, or access as it deems advisable for the public good, subject to any limitations expressly set forth in any of the approved Subleases.
 - c. CITY has the right to enter the Premises for the purpose of making repairs to or developing municipal resources and services, subject to any limitations expressly set forth in any of the approved Subleases.
 - d. CITY reserves unto itself or its designees the right of access over Parcel A effective upon expiration or earlier termination of the Sports Arena Operating Agreement.

However, CITY shall not unreasonably or substantially interfere with LESSEE's (or its sublessees) use of the Premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Leased Premises resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage as determined by CITY. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

- 1.6 Competent Management. Throughout the term of this Lease, the Leased Premises shall be competently managed, as reasonably determined by the City Manager. For the purposes of this paragraph, "competently managed" shall mean demonstrated ability in the management and operation of approved retail uses and related activities in a fiscally responsible manner. Such management may be provided by LESSEE, LESSEE's manager or LESSEE's sublessees; provided, however, regardless of which person or entity provides such management, the Premises shall be competently managed throughout the term of this Lease.

SECTION 2: TERM

- 2.1 Commencement. The term of this Lease shall be thirty (30) years commencing on the first day of the calendar month following execution by the City Manager ("Effective Date"). "Lease Year" as used in this Lease shall mean each twelve (12) month period commencing on the Effective Date.
- 2.2 Memorandum of Lease. Promptly following the full execution of this Lease, LESSEE and CITY shall execute a memorandum of this Lease (the "Lease Memorandum") in recordable form and shall record the same against the Premises. The Lease Memorandum will (i) contain a description of LESSEE's interests under this Lease, (ii) contain a statement of the Effective Date and the expiration date of the lease term, and (iii) grant easements to the Access Driveways described herein.
- 2.3 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Premises after the expiration or termination of this Lease constitutes a month-to-month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.
- 2.4 Quitclaim and Surrender of LESSEE's Interest. At termination of this Lease, for any reason LESSEE shall execute, acknowledge and deliver to CITY, within five (5) days after written CITY demand, a quitclaim deed in recordable form quitclaiming all its rights in and to the Premises.

At the expiration or earlier termination of this Lease, LESSEE shall surrender the Premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and those that are otherwise reasonably approved or required by CITY, and in a decent, safe, and sanitary condition.

If LESSEE fails or refuses to deliver the required deed, CITY may prepare and record a notice reciting LESSEE's failure to execute this Lease provision, and the notice will be conclusive evidence of the termination of this Lease and all LESSEE's rights to the Premises.

SECTION 3: RENT

- 3.1 Time and Place of Payment. LESSEE shall pay rent to CITY monthly in arrears as provided in Section 3.5. All such payments shall be due on the first (1st) day of the applicable calendar month. Notwithstanding the foregoing, any portion of the Gross Receipts (as defined in Section 3.2 below) that are percentage rents paid by sublessees under the Subleases, shall be payable annually promptly after receipt by LESSEE from the sublessees. Notwithstanding anything to the contrary contained herein, rent and any other rent payable hereunder will begin upon the Effective Date. All rents required herein must be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 12289, San Diego, California, 92112-4165, or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First Floor, San Diego, California.

The place of payment may be changed at any time by CITY upon thirty (30) days written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 3.2 Gross Receipts. "Gross Receipts" as used in this Lease, shall consist of all income received by LESSEE from all sources resulting from the occupancy and subleasing of the Premises (but excluding any common area maintenance charges and similar "triple net" charges).
- 3.3 Approved Hard Construction Costs. For purposes of this Lease "Approved Hard Construction Costs" ("AHCC") means a summary of approved hard construction costs per the attached Exhibit 12.2(c). The AHCC are limited to actual hard construction costs submitted by LESSEE for review and approved by the City Manager. The AHCC total is limited to a maximum of Nine Hundred and Fifty Thousand Dollars (\$950,000) and shall be deducted monthly from the Gross Receipts commencing at the beginning of Lease Year Two (2). The amount of the deduction shall be commensurate with the number of subleases that have

commenced. For computation purposes the monthly deduction if all three subleases have commenced will be \$7,916.67, two subleases \$5,277.78, one sublease \$2,638.89 and for no subleases a zero deduction. As new subleases commence the monthly deduction for AHCC will increase to correspond with the prorations outlined above and will be effective on the first day of the calendar month following any new sublease commencement date. If AHCC are not fully credited according to the method outlined above at the end of Lease Year Twelve (12), any remaining amounts shall be reduced to zero (0) and no further deduction will be made. If this lease is terminated as provided in Section 1.2 (c) CITY shall not be obligated to LESSEE for any portion of the AHCC.

- 3.4 Net Income. For purposes of this Lease, "Net Income" means Gross Receipts, less the AHCC during the period they are deducted as outlined in Section 3.3. Once the AHCC are fully credited or reduced to zero (0), the Net Income shall equal the Gross Receipts.
- 3.5 Rent. The rent structure described below is based on the LESSEE's contemplated three (3) Subleases for Parcel B, Parcel C and Parcel D, respectively, which Subleases shall be subject to the prior approval of the City Manager and shall be consistent with the General Development Plan described in Section 12.2 below. If any of the approved Subleases expire or are otherwise terminated during the term of this Lease, any new Sublease(s) shall be subject to the City Manager's approval, which shall not be unreasonably withheld or delayed. Further, any amendments or modifications to any approved Sublease which could materially affect the rents to be received by the CITY pursuant to this Lease shall require the prior approval of the City Manager (which approval shall not be unreasonably withheld or delayed).
- a. Distribution of Revenue. LESSEE shall pay to CITY as rent fifty percent (50%) of LESSEE'S Net Income.
- b. Incidental Uses. The approved Subleases shall provide that the sublessees thereunder shall not conduct any unpermitted incidental uses (e.g., cellular sites) which are not necessary and incidental to their permitted uses without prior approval of LESSEE pursuant to such Sublease and the City Manager pursuant to this Lease. The CITY's approval of any such incidental uses may be subject to the requirement that such sublessee pay reasonable additional rent for such additional incidental use. Rent or other income received by LESSEE with respect to any approved incidental services or operations supplementary to the permitted uses contemplated by the applicable Sublease, shall, notwithstanding anything to the contrary contained herein, be included in Gross Receipts. Any such unpermitted activity conducted on the Premises without prior approval by the City Manager shall be subject to the requirements of Section 3.10, Unauthorized Use Charge, hereof.

3.6 Payment Computation and Procedure. On or before the last day of the calendar month following the calendar month in which the Net Income subject to rents was earned, LESSEE shall provide CITY with a correct statement together with a payment of rent on all applicable net receipts in a form selected by CITY. The statement will be signed by LESSEE or its authorized agent attesting to the accuracy thereof, which shall be legally binding upon LESSEE. Each statement will indicate or include:

- a. (1) Total Gross Receipts from operation of the Premises from all sources. The statement shall delineate base rents and any percentage rents received by LESSEE.
- (2) An itemized list showing the rent distribution between CITY and LESSEE.
- b. The accumulated total of all rents previously paid for the current Lease Year.

3.7 Inspection of Records.

- a. Records. LESSEE shall, at all times during the Lease term, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities conducted upon and financial transactions resulting from the use of the Premises. The records shall be supported by source documents such as sales slips, daily cash register tapes, purchase invoices, or other documents as necessary to allow CITY to easily determine the Gross Receipts.

Any retail sales or charges will be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers will be equipped with devices that lock in sales totals and other transaction numbers and sales details that are not resettable. Totals registered shall be read and recorded at the beginning and end of each business day.

In the event of admission charges or rentals, LESSEE shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of such tickets, as well as a record of unissued tickets.

All retail sales and charges may be recorded by a system other than cash registers or other comparable devices provided such system is approved by CITY. Notwithstanding the foregoing, with respect to any approved Subleases for which percentage rent is not payable, no such financial records of sales resulting from such Parcel(s) shall be required; provided, however, LESSEE shall be responsible for compliance with this Section 3.7(a) with respect to any Subleases for which percentage rent is payable and with respect to LESSEE's own books and records.

b. Financial Statements. Within sixty (60) days after the end of each Lease Year as previously established herein, LESSEE will, at its expense, submit to CITY a statement in which the total Gross Receipts and the corresponding amounts of rents paid CITY for the year are classified according to the categories of business established for any percentage rental and for any other business conducted on or from the Premises. Said statement shall be signed by LESSEE or its authorized agent attesting to the accuracy thereof, which shall be legally binding upon LESSEE.

c. Right to Inspect. All LESSEE's books of account, records, and supporting documentation, as described under Section 3.7a Records, hereinabove, will be kept for at least five (5) years and made available to CITY in one location within the City of San Diego. Said books and records shall be maintained separate from all other accounts not relating to the Leased Premises. The CITY, at its discretion, shall have the right to inspect and audit the business of LESSEE, its agents, sublessees, concessionaires, and licensees operating on and in connection with the Premises as necessary and appropriate for CITY to determine the amounts of rent due CITY in compliance with the requirements of this Lease.

At CITY's request, LESSEE shall promptly provide, at LESSEE's expense, any necessary data to enable CITY to fully comply with all requirements of the state or federal government for Lease information or reports concerning the Premises. Such data will include, if required, a detailed breakdown of LESSEE's receipts and expenses.

d. Audit Cost. The full cost of CITY's audit(s) will be borne by CITY unless one or both of the following conditions exists, in which case LESSEE hereby agrees to pay CITY's cost of audit(s):

(1) The audit(s) reveal an underpayment of more than five percent (5%) between the rent due as reported and paid by LESSEE pursuant to this Lease and rent due as determined by the audit(s);
or

(2) LESSEE has failed to maintain complete and true books, records, accounts, and supporting source documents in substantial accordance with this section.

LESSEE shall pay any deficiency determined by the audit(s) plus interest on such amount as defined in Section 3.8, Delinquent Rent and Audit Fees, hereof, within thirty (30) days of notice thereof by CITY. CITY will credit any overpayment against incoming rents. Any overpayment determined after the end of this Lease will be refunded by CITY within thirty (30) days of confirmation by the City Manager of the audit(s) findings.

- e. Default. LESSEE's failure to keep complete and accurate records by means of double-entry bookkeeping and make them available for CITY inspection is, like all other failures to comply with covenants of this Lease, a breach of this Lease and cause for termination (subject to the notice and cure provisions hereof). Notwithstanding anything to the contrary contained herein, CITY understands and agrees that, with respect to the Subleases, LESSEE will be relying upon sales reports and other financial information being provided by the sublessees thereunder. Accordingly, notwithstanding anything to the contrary contained herein, LESSEE shall not be considered in default nor shall LESSEE be responsible for paying any audit costs for inaccuracies in any such books or records to the extent such inaccuracy occurs as a result of LESSEE's good faith reliance upon the information provided by such sublessees. LESSEE shall, however, use its commercially reasonable efforts for the benefit of the CITY and LESSEE to cause the sublessees to timely and accurately report their sales information with respect to their operations on their respective Parcels.

- 3.8 Delinquent Rent and Audit Fees. If LESSEE fails to pay the rent required hereunder within ten (10) days after due, LESSEE will pay, in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of twenty (20) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is hereby mutually agreed by the parties hereto to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payments of rent be less than Twenty-five Dollars (\$25). The foregoing does not preclude LESSEE from paying any disputed portion of rent under protest, and such payment under protest shall preserve LESSEE's claim regarding any disputed rent calculation.

In the event CITY audit(s), if applicable, discloses that the rent for the audited period(s) has been underpaid in excess of five percent (5%) of the total required rent, then LESSEE shall pay CITY the cost of the audit(s) plus ten percent (10%) per year on the amount by which said rent was underpaid, in addition to the unpaid rents as shown to be due CITY, as compensation to CITY for administrative costs and loss of interest as previously described herein. In the event CITY audit(s) discloses that the unpaid rent is less than five percent (5%) of the total rent, and should LESSEE fail to pay said unpaid rent within thirty (30) days after written notice from CITY, an additional fee of ten percent (10%) of said unpaid amount shall be added to the unpaid amount to compensate CITY for costs and losses due to such nonpayment. LESSEE agrees to pay such amounts and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE's late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this Lease.

3.9 Early Termination. On the date that is twenty (20) years after the date the third sublease commences but in no event later than the last day of Lease Year Twenty One (21) and at any time thereafter prior to the expiration of this Lease, CITY shall have the right to terminate this Lease (and all subleases), on the following terms and conditions:

- a. Notice to LESSEE. If the City Manager elects to cancel this Lease solely for the purpose of tearing down improvements and incorporating the Premises as part of an approved master plan to redevelop CITY-owned properties in the Sports Arena area, CITY may deliver a notice of cancellation ("Termination Notice"), specifying that the Lease shall be cancelled at the end of three hundred sixty-five (365) days after serving of the Termination Notice, which CITY so stipulates shall be deemed an acquisition in lieu of condemnation.
- b. Termination Consideration. If the CITY elects to terminate this Lease prior to the Expiration Date as provided in Section 3.9, the CITY shall be obligated to pay LESSEE or Sublessee, as applicable, the "Fair Market Value" (as defined in Section 3.9.b(2)) of LESSEE's interest in the Premises. Notwithstanding the foregoing after the earlier of (i) the date that is twenty (20) years after the commencement of the third sublease or (ii) the end of Lease Year Twenty One (21), in no event shall the consideration payable by the CITY (i) include any relocation expenses or goodwill payable to LESSEE or any sublessee, or (ii) be less than the unamortized value of the cost of improvements existing on the Premises as of the date of termination, depreciated on a straight line basis in accordance with generally accepted accounting principals from the date any such improvements were constructed on the Premises. Within one hundred eighty (180) days after LESSEE's receipt of CITY's Termination Notice, LESSEE shall provide CITY with LESSEE's receipt of CITY's Termination Fair Market Value payable, which written notice shall be accompanied by documentary evidence of LESSEE's computation of the Fair Market Value, including (i) the cost of the improvements and the amortized portion thereof, and (ii) a bona fide, independent appraisal setting forth the Fair Market Value of the improvements and leasehold interests determined as follows:

- (1) The fair market value of the Premises shall be determined by an appraisal made by a professional independent real estate appraiser selected by mutual consent of the parties from the list of appraisers approved by CITY. If the parties cannot reach agreement upon selection of a mutually acceptable appraiser, then CITY and LESSEE shall each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser, which third appraiser will be employed to make the appraisal of the Fair Market Value of the Premises as previously described in this Lease. If the two selected appraisers fail to

mutually select a third appraiser within thirty (30) days, then the third appraiser will be appointed by the presiding judge of the Superior Court of the State of California, County of San Diego, acting in his or her individual capacity, on prompt application by either CITY or LESSEE with prior written notice to the other party. If the Superior Court judge declines to make the appointment, the third appraiser shall be promptly determined in accordance with the rules of the American Arbitration Association. The third appraiser shall complete the assignment within sixty (60) days of appointment. Each party shall pay the cost of its own selected appraiser, and both CITY and LESSEE agree to equally share the cost of the mutually selected or court appointed third appraiser. CITY and LESSEE agree to accept and be bound by the valuation determined by the selected or appointed appraiser.

- (2) The appraiser shall determine the Fair Market Value of the improvements and leasehold interest as provided for in Section 3.9 (b) above. For purposes hereof, "Fair Market Value" shall mean the most probable price at which a willing seller and buyer would enter into an agreement to purchase the leasehold interest and the improvements at their approved uses under this Lease.
- (3) The date of value of the appraisal shall be the date of Termination Notice as provided in Section 3.9 (a) above.
- (4) If a termination results in a partial year, the amount due shall be prorated. No such Sublease shall have a term which extends beyond the expiration date of this Lease.

c. At the end of the one-year cancellation period, if CITY is not in a position to demolish the improvements and start its redevelopment plan, then LESSEE, at its sole option, may elect to allow its sublessees to remain month-to-month after Notice of Termination by providing CITY with thirty (30) days written notice prior to the end of the one-year cancellation period, until such time as CITY is actually ready to commence demolition of the improvements. In such event, the Fair Market Value payable by CITY shall not be paid until LESSEE actually vacates the Premises, but rent payments shall continue to be paid by LESSEE until such actual vacation and all the other terms and conditions of this Lease shall remain in full force and effect, except that the term shall be month-to-month.

3.10 Unauthorized Use Charge. LESSEE shall pay CITY a minimum of twenty percent (20%) of the Gross Receipts for any service or use that is not permitted by this Lease or the approved Subleases. Where the City Manager has established and/or reasonably applied percentage rent categories for a certain use that exceeds twenty percent (20%) then the applicable unauthorized use charge shall match the rate for such use plus the twenty percent (20%) unauthorized use charge on the

entire gross proceeds. This payment is subject to the due date provided in this Lease for rental payments and the provision for delinquent rent. The existence of the twenty percent (20%) charge or any other charges in this clause and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any CITY rights to terminate a service or use or to default LESSEE for participating in or allowing any unauthorized use of the Leased Premises and CITY's approval of Subleases. LESSEE operates the Leased Premises by subleasing the space available for rent to sublessees. LESSEE does not directly operate any business within the Leased Premises and does not in itself act as a sublessee, nor will it do so without CITY consent.

SECTION 4: ASSIGNMENT, SUBLETTING AND ENCUMBRANCES

- 4.1 Definitions. For purposes of Section 4 "Assignment, Subletting and Encumbrances" and Section 5 "Defaults" of this Lease, the following definitions apply:

"Assignment" means any transfer of any ownership interest in this Lease by LESSEE or any transfer by any partners, members, principals, or stockholders of LESSEE of such partner's, member's, principal's, or stockholder's interest in LESSEE, as the case may be, except the following shall be deemed not to be an assignment: (a) a transfer to an Affiliate; (b) if the ownership interests in LESSEE of any shareholder, partner or member of LESSEE are (i) not publicly traded, the transfer of the same that does not result in a change in control (meaning the power and authority to direct the management and policies of LESSEE) or (ii) publicly traded, the transfer of such publicly traded interests; or (c) a sublease approved by the CITY in accordance with this Lease.

"Affiliate" means any Person that directly or indirectly controls or is controlled by or is under common control with LESSEE (for these purposes, control means the power by ownership of stock, partnership or other beneficial interest to direct the policies and decisions of the subject entity).

"Holder" means the mortgagee or beneficiary from time to time under any encumbrance approved by CITY under Section 4.2.d Encumbrance.

"Person" means any natural person or legal entity.

"Prohibited Person" means any Person that at the time of determination provided for in this Lease, (i) has been convicted, or is controlled by a Person who has been convicted, of any felony in the five years immediately preceding such determination, or (ii) has been disbarred or suspended from contracting with CITY, or for the purpose of contracting with CITY, has been placed on ineligibility status, or is a Person or entity with whom CITY is otherwise prohibited by law from contracting (whether by reason of such Person's own acts

or status or by reason of the acts or status of any other Person the acts of which shall be imputed to such Person pursuant to any legal requirement governing the making of contracts by CITY, and whether by reason of actions or determinations made directly by CITY or by reason of actions or determinations made by any other government authority the actions or determinations of which shall be taken into account by CITY pursuant to any such legal requirement).

"Qualified Assignee" means any Person that is not a Prohibited Person and which has financial capability sufficient to fulfill the obligations of LESSEE under the Lease arising after the date of the assignment, as reasonably determined by CITY, and which has, or its principal shareholder, member, or partner or an Affiliate of the Assignee has at least five years prior experience in the ownership or operation of a facility of similar size, nature and quality as the Premises.

"Qualified Financial Institution" means any Person, other than a Prohibited Person, with substantial experience making and/or holding loans secured by commercial real estate and who is in good standing under the laws of the jurisdiction of its formation and the laws of California if required to be qualified to do business in California and having assets equal to the lesser of One Hundred Million Dollars (\$100,000,000) or three (3) times the amount of the loan or portion thereof held by such Person, who is not an Affiliate of LESSEE.

4.2 Assignment and Subletting

- a. Assignments. Except as expressly permitted under the Lease or hereunder, LESSEE shall not assign the leasehold without the prior written consent of the CITY. In the event LESSEE seeks such consent, and as a condition precedent thereto, LESSEE shall provide to CITY (a) the name and identity of the persons involved in the assignment of the Lease and the nature of the interests of such persons, and (b) upon approval in all other respects and if applicable, the additional consideration due to CITY pursuant to Section 4.4 of the Lease. Upon receipt and review of the foregoing, and upon a determination by the CITY that the assignee is a Qualified Assignee or another person reasonably approved by CITY, CITY shall not withhold its consent to such assignment. Such review and determination shall be undertaken in a commercially reasonable period of time. In the event such conditions have not been met, CITY may withhold its consent. Upon any such assignment, the assignor shall be released from any and all obligations or liability under the Lease arising from and after the date of such assignment; provided, however, in the event that an audit by the CITY after the date of assignment discovers a discrepancy in the rent paid prior to the date of assignment, the assignor shall remain responsible therefor. Upon approval of any such assignment, CITY shall, upon request of LESSEE, promptly execute and deliver to LESSEE and the Assignee a consent and estoppel on terms reasonably acceptable to CITY and such Assignee.

- b. Subletting. Following the execution of this Lease, all Subleases must be presented to CITY for written approval prior to their being effective. CITY's right of approval shall include review of the form of the Sublease to see that it meets CITY requirements and CITY standards, review of the Sublessee as to character and suitability as a CITY Sublessee, review of the financial terms of such sublease with a view towards maximizing income under this Lease and minimizing any potential liability CITY may agree to incur for payment of unamortized portions of tenant improvements, and review of the provisions of the sublease with a view towards retaining maximum flexibility with the use of the property. Any amendment to any approved Sublease shall also require the approval of CITY in the event such amendment is likely to alter the rent payable under such approved Sublease. CITY's approval shall not be unreasonably withheld. With respect to any sublease approved by CITY, CITY shall enter into a Non-Disturbance Agreement with such sublessee in a form provided and reasonably approved by CITY.
- c. Foreclosure. Notwithstanding anything to the contrary contained in this Lease, the consent of CITY shall not be required for any transfer, conveyance or assignment resulting from a foreclosure or acceptance of a deed in lieu of foreclosure of any leasehold mortgage, or for any transfer, conveyance, or assignment by any leasehold mortgagee following its acquisition of this Lease and the leasehold estate of LESSEE created hereby as a result of foreclosure or acceptance of a deed in lieu of foreclosure.
- d. Encumbrance. LESSEE shall not encumber the leasehold without the prior written consent of CITY. If LESSEE seeks such consent, as a condition thereto, LESSEE shall provide to CITY (a) the name and identity of the persons involved in such encumbrance and the nature of the interests of such persons, and (b) a true copy of the loan documents. Upon receipt and review of the foregoing and a determination by the CITY that the following conditions have been met: (a) the transferee is a Qualified Financial Institution or another person reasonably approved by CITY, (b) the proposed encumbrance will be a first mortgage on the Premises, (c) the principal amount of the proposed loan encumbering the leasehold (or the release price thereof, in the case of a "blanket" encumbrance) does not exceed eighty percent (80%) of the value of the leasehold (including improvements) as determined by an appraisal in connection with such loan, CITY shall not withhold its consent to such encumbrance. If such conditions have not been met, CITY may withhold its consent to such encumbrance. Upon approval of any such encumbrance, CITY shall, upon LESSEE request, promptly execute and deliver to the Holder a consent and estoppel in a form reasonably acceptable to CITY and the Holder. Any fee payable to the CITY pursuant to the lease upon such encumbrance shall be calculated as set forth in Section 4.4 of this Lease. Notwithstanding anything to the contrary contained herein, CITY agrees

I
encumber leasehold.
• BPA.
• city \$ to build/building
• provides loan
attributable

that sublessees under subleases approved by CITY in accordance with this Lease shall also be permitted to encumber such sublessees leasehold interests (and improvements constructed by such sublessees on their pad parcels) pursuant to leasehold mortgage protection language to be set forth in the Non-Disturbance Agreement to be entered into between CITY and said sublessees.

- e. Sale of Loan. CITY acknowledges that CITY's consent is not needed for a sale of a loan, or any portion thereof, secured by an encumbrance on the Premises. CITY shall, upon reasonable request of the mortgagee, promptly execute and deliver to the mortgagee and/or the proposed assignee of the Mortgage a consent and estoppel in a form reasonably acceptable to CITY in the event of any such sale or assignment of a loan or a portion of a lender's interest in a loan.

4.3 Leasehold Mortgage Protection. CITY agrees that as long as any mortgage approved by CITY shall remain unsatisfied of record or until written notice of satisfaction is given by the Holder to CITY, the following provisions shall apply:

- a. There shall be no termination (except as provided in Sections 1.2(c), 3.9 and 5.4(g) or in the event of a default which shall be subject to the notice and cure rights set forth in Section 5.1 hereof), cancellation, surrender or modification of the Lease by LESSEE or by joint action of CITY and LESSEE without the prior consent in writing of each Holder, provided however, only modifications of the Lease that could reasonably be determined to adversely affect the Holder's security shall require Holder's consent.
- b. Each Holder shall have the right, but not the obligation, at any time prior to termination of the Lease pursuant to Section 5.1 Default and without payment of any penalty, to pay all of the rents due thereunder, to effect any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of LESSEE under the Lease, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions under the Lease to prevent termination of the Lease. Each Holder and its agents and contractors shall have the full access to the premises for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Holder shall be as effective to prevent a termination of the Lease as the same would have been if done by LESSEE.
- c. Anything contained in the Lease to the contrary notwithstanding, if any default shall occur which, pursuant to any provision of the Lease, entitles CITY to terminate the Lease, CITY shall not be entitled to terminate the Lease, and any notice of termination shall be rendered void, unless (i) CITY, following the expiration of any periods of time given LESSEE in the Lease to cure such default or breach, shall have given written notice to

each Holder stating CITY's intent to terminate the Lease, and (ii) within thirty (30) days after such written notice is given, no Holder shall either:

- i. cure the default or breach if the same consists of the nonperformance by LESSEE of a covenant or condition of the Lease requiring the payment of money by LESSEE to CITY; or
 - ii. if the default or breach does not involve a covenant or condition of the Lease requiring the payment of money by LESSEE to CITY, either (A) cure such default or breach, or (B) commence, or cause any trustee under the mortgage to commence, steps and proceedings to foreclose on the interests covered by the mortgage (either judicially or nonjudicially), and thereafter diligently pursue to completion such foreclosure and perform or cause the performance of all of the covenants and conditions of the Lease requiring the payment of money by LESSEE to CITY until such time as the leasehold shall be sold upon foreclosure pursuant to the mortgage or shall be transferred upon foreclosure or by deed or assignment in lieu of foreclosure. In the event any default or breach is not susceptible of being cured by Holder within such thirty (30) day period, such period shall be extended pursuant to Section 5.1 of the Lease for such time as Holder shall diligently pursue to completion a judicial or nonjudicial foreclosure of its interest under its deed of trust, and thereafter diligently pursue to completion all steps in proceeding to cure all defaults or breaches under the Lease which are susceptible of being cured by Holder, and upon such cure of defaults susceptible of being cured by Holder, CITY shall not exercise any rights with respect to defaults or breaches (such as LESSEE's bankruptcy) which are not capable of being cured by Holder.
- d. If any Holder is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by an automatic stay under law or any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving LESSEE, the times specified in Section 4.3(d), above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition; provided that the Holder shall have fully cured any default in the payment of any monetary obligations of LESSEE under the Lease and shall continue to pay currently those monetary obligations as and when the same fall due.
- e. In the event of termination of the Lease for any reason, except for early termination by CITY pursuant to Section 1.2(c) or 3.9, (including, without limitation, by reason of any default by LESSEE or by reason of the disaffirmance thereof by LESSEE, as a debtor-in-possession, or by a receiver, liquidator or trustee for LESSEE or its property), CITY, if

receiver, liquidator or trustee for LESSEE or its property), CITY, if requested by any Holder, will enter into a new lease of the premises with the most senior Holder requesting a new lease, which new lease shall commence as of the date of termination of the Lease and shall run for the remainder of the Lease term, at the same rent, percentage rent and additional rent and upon the same terms, provisions, covenants and agreements, and subject to the rights, if any, of any parties then in possession of any part of the premises, provided:

- i. The Holder shall make written request upon CITY for the new lease within thirty (30) days after it is notified of a date of termination;
 - ii. The Holder shall pay to CITY at the time of the execution and delivery of the new lease any and all sums which would, at the time of the execution and delivery thereof, be due and unpaid pursuant to the Lease but for its termination;
 - iii. The Holder shall perform and observe all covenants in the Lease to be performed and observed by LESSEE, and shall further remedy any other conditions which LESSEE under the terminated lease was obligated to perform under its terms, to the extent the same are curable or may be performed by the Holder, and
 - iv. The tenant under the new lease shall have the same right, title and interest in and to the buildings and improvements on the premises as LESSEE had under the terminated lease immediately prior to its termination.
- f. Any new lease made pursuant to Section 4.3(e) above shall be prior to any mortgage, deed of trust, or other lien, charge or encumbrance on the fee of the premises and shall be accompanied by a quitclaim conveyance of title to the improvements (free of any mortgage, deed of trust, lien, charge or encumbrance created by CITY), subject to the reversion in favor of CITY upon expiration or sooner termination of the new lease.
- g. Nothing herein contained shall require any Holder to enter into a new lease pursuant to Section 4.3(e) above, nor to cure any default of LESSEE referred to above.
- h. Neither foreclosure or any mortgage (or any sale thereunder), whether by judicial proceedings or by virtue of any power contained in the mortgage, nor any conveyance of the leasehold from LESSEE to any Holder or its designee through, or in lieu of, foreclosure of other appropriate proceedings in the nature thereof or assignment of the leasehold from Holder or its designee, shall require the consent of CITY, or constitute a breach of any provision of, or a default under, the Lease, or require

payment to the CITY of any additional consideration under Section 4.4 of the Lease, and upon such foreclosure, sale or conveyance, CITY shall recognize such Holder or its designee as the LESSEE under the Lease if such Holder was expressly approved by CITY pursuant to the provisions of Section 4.1 above.

- i. If any Holder or any designee of it becomes the LESSEE under the Lease or under any new lease pursuant to Section 4.3(e) above, the Holder or its designee shall be personally liable for the obligations of LESSEE under the Lease or new lease only to the extent that they arise during the period of time that the Holder or its designee constitutes the actual beneficial holder of the leasehold estate.
 - j. If a Holder shall elect to request a new lease of the premises and such Holder has a right to request a new lease pursuant to Section 4.3(e) above, CITY agrees, at the request of, on behalf of and at the expense of the Holder, upon an indemnity or other assurance from it satisfactory to the CITY in its sole discretion, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the original LESSEE from the premises, but not any sublessee actually occupying the premises or any part thereof.
 - k. Unless and until CITY has received notice from the Holder that the Holder elects not to request a new lease as provided in Section 4.3(e) above, or until the period therefor has expired, CITY shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new subleases without the prior written consent of the Holders.
 - l. CITY shall give all Holders notice of any arbitration or condemnation proceedings, or of any pending adjustment of insurance claims, and any Holder shall have the right to intervene therein and shall be made a party to such proceedings. CITY does hereby consent to such intervention. If any Holder shall not elect to intervene or become a party to the proceedings, that Holder shall receive notice and a copy of any award or decision made in connection therewith.
- 4.4 Additional Consideration to CITY. LESSEE and CITY agree that in the event of (i) an assignment or (ii) a refinancing creating an encumbrance against the leasehold after the permanent improvements have been constructed (excluding LESSEE's initial financing whether it occurs concurrently with or after execution of this Lease), pursuant to the General Development Plan as described in Section 7.12 hereof, LESSEE shall pay to CITY two percent (2%) of the gross amount paid for the leasehold in connection with an approved assignment of this Lease involving payment to LESSEE, or two percent (2%) of the amount of any increased loan or encumbrance against the property over and above the amount of the then existing balance(s) of the existing encumbrance(s). The amount upon which the two percent (2%) shall be based shall be the total consideration

resulting from the transaction including total cash payments and the market value of noncash consideration, including but not limited to stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments, less appraisal fees, brokerage fees, commissions and fees paid to lenders. Prior to CITY's consent to any assignment, or refinancing, LESSEE shall deliver to CITY a written statement of all sums due and owing to CITY from LESSEE pursuant to the provisions of this paragraph, together with an acknowledgment from the proposed assignee, or refinancing agency as to the amount due CITY. The sum due CITY shall be payable in full to CITY concurrent with the completion of the transaction, be it an assignment, or a refinancing. Any assignment, or refinancing in violation of the terms and conditions of this paragraph shall be void. The provisions of this paragraph shall not apply to:

- a. An assignment or transfer of a beneficial interest in the leasehold to an Affiliate or resulting from devise, bequest, intestate succession, or by operation of law for the benefit of the spouse or descendants (i) of LESSEE (if an individual) or (ii) of LESSEE's principal owner or chief executive officer (if LESSEE is other than an individual);
- b. Such other assignment for which the City Manager determines that the legal and equitable ownership interests in the leasehold have remained unchanged, such as a change in the legal or fictitious name of the LESSEE without any other change in the equity in beneficial use of, or legal title to, the leasehold as an asset or the income produced thereby.
- c. Encumbrances recorded against the interest of any sublessees.

SECTION 5: DEFAULTS AND REMEDIES

5.1 Default. In the event that:

- a. LESSEE shall default in the performance of any covenant or condition of the Lease requiring payment of money by LESSEE to CITY and shall fail to cure said default within ten (10) days following written notice thereof from CITY.
- b. LESSEE shall default in the performance of any covenant or condition of the Lease not requiring payment of money by LESSEE to CITY and shall fail to cure said default within thirty (30) days following written notice thereof from CITY or if any such default is not curable within thirty (30) days, and LESSEE shall fail to commence to cure the default(s) within said thirty day period and diligently pursue such cure to completion; or
- c. LESSEE shall voluntarily file any petition under any bankruptcy or insolvency act or law or have involuntary filed against it any such petition

which is not released within one hundred twenty (120) days after the filing thereof; or

d. LESSEE shall be adjudicated a bankrupt; or

e. LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, subject to Section 4, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Premises or to possession thereof; and CITY may enter and take possession of the Premises.

5.2 Abandonment by LESSEE. Even though LESSEE has breached the Lease and abandoned the property, this Lease shall continue in effect for so long as CITY does not terminate this Lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.

5.3 Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY's acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the Premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

5.4 Eminent Domain. If all or part of the Premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

a. In the event the entire Premises are taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

b. In the event of a partial taking, if, in the reasonable determination of CITY and LESSEE, the remaining part of the Premises is unsuitable for the

Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- c. In the event of a partial taking, if, in the reasonable determination of CITY and LESSEE, the remaining part of the Premises is suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. Rent payable hereunder shall be equitably reduced to reflect the portion of the Premises taken.
- d. Award. Subject to the limitations set forth in Section 5.6(g), in the event of any such taking, LESSEE and its sublessees shall be entitled to any and all condemnation award payable pursuant to applicable law (including, but not limited to, the diminution and the value of Lessee (and its sublessee) leasehold estates, the unamortized cost of the improvements then existing on the Premises, goodwill and relocation expenses. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY's interests in the Premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have.
- f. No Inverse Condemnation. The exercise of any CITY right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.
- g. Limitation on Relocation Payments and Goodwill Reimbursement. Notwithstanding the forgoing, LESSEE and any Sublessee's agree that after the earlier of (i) the date that is twenty (20) years after the commencement of the third sublease or (ii) the end of Lease Year Twenty One (21), neither CITY nor the City's Redevelopment Agency shall be liable to LESSEE or any Sublessees for any relocation payment or goodwill reimbursement whatsoever from CITY or condemning authority upon termination of this Lease and any Subleases.

SECTION 6: INSURANCE RISKS/SECURITY

- 6.1 Indemnity. LESSEE agrees to defend, indemnify, protect, and hold the CITY, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the

development or operation of the leasehold or the work and operations to be performed under this Lease, and all expenses of investigating and defending against same; provided, however, that LESSEE's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

6.2 Insurance.

- a. LESSEE shall take out and maintain, or cause to be taken out and maintained, at all times during the term of this Lease the following insurance at its sole expense:
 - (1) Public liability and property damage insurance in the amount of not less than Three Million Dollars (\$3,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties on or in connection with the use or operation of the Premises.
 - (2) Fire, extended coverage, and vandalism insurance policy on all insurable property on the Premises in an amount to cover one hundred percent (100%) of the replacement cost subject to commercially reasonable deductibles. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. In the event LESSEE is required by the terms of this Lease to reconstruct the improvements on the Premises, and there is a mortgage or trust deed on the leasehold in accordance with Section 4.1 (e), Encumbrance, and the mortgagee thereunder so requires, the proceeds from such loss shall be paid to the approved mortgagee or beneficiary for application as described below. In the absence of such mortgage and mortgagee requirement, and if required by CITY, the loss proceeds shall be placed in a trust fund, for application as described below. In each case adequate provision reasonably satisfactory to CITY shall have been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the Premises.
- b. LESSEE's responsibility to maintain said insurance also includes the following:
 - (1) Additional Insured. All liability insurance policies will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without thirty (30) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day

of the Lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the Premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with CITY during the entire term of the Lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this Lease.

- (2) Modification. CITY, at its discretion, may require the reasonable revision of amounts and coverages at any time during the term to bring insurance amounts and coverages in line with comparable properties in San Diego County giving due consideration and additional risks as reflected by court awards in the community by giving LESSEE sixty (60) days prior written notice. CITY's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Premises. LESSEE also agrees to obtain any additional insurance reasonably required by CITY for new improvements, in order to meet the requirements of this Lease.
- (3) Accident Reports. LESSEE shall report to CITY any accident causing more than twenty five thousand dollars (\$25,000) worth of property damage or any serious injury to persons on the Premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.
- (4) Failure to Comply. If LESSEE fails or refuses to take out and maintain (or cause to be maintained) the required insurance or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s), and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY. Notwithstanding the preceding provisions of this Subsection (4), if LESSEE fails or refuses to take out or maintain insurance as required in this Lease or fails to provide the proof of insurance, CITY has the right to declare this Lease in default without further notice to LESSEE, and CITY shall be entitled to exercise all legal remedies in the event of such default.

- (5) Compliance by Sublessees. Notwithstanding anything to the contrary contained herein, upon approval of the subleases, CITY agrees that any of the insurance required hereunder may be provided by the sublessees (in lieu of LESSEE) pursuant to the approved subleases.

6.3 Waste, Damage, or Destruction.

- a. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the Leased Premises and which results in damages greater than twenty five thousand dollars (\$25,000) or bodily injury which requires professional treatment within ten (10) days after LESSEE becomes aware of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner reasonably satisfactory to CITY.
- b. LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the Premises shall be commenced by LESSEE within sixty (60) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter except as limited in Section 6.3(c).
- c. Exceptions to Restoration. In the event the improvements on the Premises are damaged or destroyed by a hazard which LESSEE is not required to insure against by the terms of this Lease and if the cost of repairing such damage or destruction is more than fifteen percent (15%) of the full replacement value of the improvements on the Premises at the time of such hazard, LESSEE shall be relieved of the obligation to repair, restore or reconstruct such improvements if it complies with the balance of this Section 6.3(c) but may, at its election, perform such repair, restoration or reconstruction. In those cases where LESSEE has no obligation under this Lease to repair or restore and LESSEE has not elected to restore, LESSEE may terminate this Lease by:
- (1) Giving CITY notice of the damage or destruction promptly but not later than sixty (60) days after the event, detailing facts that qualify the casualty under this provision, and stating LESSEE's intent to terminate;
 - (2) Curing or causing any monetary default to be cured within the applicable grace period;
 - (3) Continuing to make all payments when due as required by the provisions of this Lease up until termination;

- (4) Paying in full any outstanding indebtedness incurred by LESSEE and secured by an encumbrance or encumbrances on the leasehold;
 - (5) Delivering possession of the Premises to CITY and quitclaiming all right, title and interest in the Premises if, and promptly after, ceasing to do business on the Premises;
 - (6) Causing to be discharged all liens and encumbrances resulting from any act or omission of LESSEE;
 - (7) Removing, if CITY so requires, all fixtures and improvements as specified in Section 7.10 relating to LESSEE's duty to remove fixtures and improvements upon termination or expiration of the Lease term; and
 - (8) At CITY's election, removing, at LESSEE's cost, all or a portion of the improvements on the Premises.
- d. Notwithstanding any other provision of this Lease to the contrary, LESSEE may at its option elect to terminate this Lease if the Premises are damaged or destroyed during the final five (5) years of the term hereof, and the cost of the work so required exceeds ten percent (10%) of the then replacement value of damaged or destroyed improvements. If LESSEE desires to terminate this Lease under such circumstances, LESSEE shall (1) notify CITY in writing of such election within sixty (60) days after the occurrence of the damage or destruction and provide evidence that the ten percent (10%) threshold has been satisfied, (2) raze or demolish the improvements so damaged or destroyed, (3) deliver or cause to be delivered to CITY the proceeds of all insurance required to be carried by this Lease less LESSEE's reasonable costs of collection and settlement and cost of demolition and razing, (4) deliver possession of the Premises to CITY and quitclaim all right, title, and interest in and to the terminated portion of the Premises and improvements thereon promptly after ceasing to do business on the Premises, and (5) cause to be discharged all liens and encumbrances on the Premises resulting from any act or omission of LESSEE.

SECTION 7: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 7.1 Acceptance of Premises. By signing this Lease, LESSEE represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this Lease. LESSEE further acknowledges that the Premises are in the condition called for by this Lease, that CITY has performed all work with respect to the Premises, and that LESSEE does

not hold CITY responsible for any defects whether apparent or latent, in the Premises, including the presence of any hazardous wastes.

- 7.2 Entry and Inspection. CITY reserves and shall always have the right, but not the obligation, to enter the Premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Premises, or to inspect the operations conducted thereon. Except in the event of an emergency, entry by CITY into non-public areas shall occur (a) during the normal business hours, (b) upon 24 hours notice, and (c) accompanied by an authorized representative of LESSEE. Such entry shall not unreasonably interfere with the operation of the Premises and shall be conducted in such manner as to cause minimal disruption. In the event that such entry or inspection by CITY discloses that the Premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after thirty (30) days written notice to LESSEE and LESSEE's failure to cure the same (or, if the subject of the notice reasonably cannot be cured within such period, LESSEE shall have failed to commence cure within such time and to diligently prosecute such cure to completion), to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy, and sanitary condition. Further, if at any time after such notice and LESSEE's failure to cure, in addition to the self help remedy, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this Lease imposed on CITY.
- 7.3 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the Premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the Premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with the Development Plan required in Section 7.12, Development Plan, and with all applicable laws.
- 7.4 Improvements/Alterations.
- a. Alterations. LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the Premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this Lease to maintain the Premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn

improvements. CITY shall not be obligated by this Lease to make or assume any expense for any improvements or alterations.

- b. Initial Development. Except as otherwise provided herein, LESSEE shall construct or cause to be constructed the initial improvements pursuant to the approved Subleases (for the purpose of this Section 7.4(b) only, collectively, the "Initial Improvements") in accordance with the following terms and conditions of this Lease. Before development or construction of the Initial Improvements is commenced or any major work of construction, alteration, remodel or repair is commenced on the Premises, LESSEE shall prepare final working plans and specifications substantially conforming to the approved and adopted Development Plan and submit said plans to CITY for its approval, not to be unreasonably withheld. Nothing contained herein shall in any way relieve LESSEE from the obligation to obtain all governmental permits and approvals required for the construction of the Improvements pursuant to Section 1.3 Related Council Actions.
- c. Notice. LESSEE shall notify CITY of LESSEE's intention to commence construction of any improvements at least thirty (30) days before commencement of any such work or delivery of any building materials. The notice shall specify the approximate location and nature of the intended improvements. CITY shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable law, and to inspect the Premises in relation to the construction at all reasonable times provided, such inspections do not interfere with the work of improvement and are accompanied by prior notice except in the event of emergency.
- d. General Contractor. In the event LESSEE contracts with a general contractor to construct any improvements, LESSEE shall deliver to CITY a true copy of LESSEE's contract with the general contractor performing the work with evidence of the general contractor's financial condition for CITY's approval.
- e. Insurance. LESSEE shall deliver to CITY certificates of insurance evidencing coverage for "builder's risk," evidence of worker's compensation insurance covering all persons employed in connection with any improvements and with respect to whom death or bodily injury claims could be asserted against CITY or the Premises, and evidence that LESSEE has paid or caused to be paid, all premiums for such coverage sufficient to assure maintenance of such insurance during the anticipated construction period.

7.5 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the

Leased Premises. Unless otherwise agreed by the CITY, all utilities will be installed underground.

- 7.6 Construction Bond. Whenever there is any construction to be performed on the Premises, LESSEE shall deposit or cause to be deposited with CITY, prior to commencement of the construction, a faithful performance bond in the amount of one hundred (100%) percent of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction will be removed and the Premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.

- 7.7 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the Premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the Premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within fifteen (15) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

- 7.8 Taxes. Commencing on the Effective Date, LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the Leased Premises, including any licenses or permits. LESSEE recognizes and agrees that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

- 7.9 Signs. LESSEE agrees not to erect or display (other than within the interior of the improvements on the Premises) any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising except in accordance with the Municipal Code. If any such unauthorized item is found on the Premises, LESSEE agrees to remove the item at its expense within twenty-

four (24) hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE's cost.

7.10 Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the Premises now existing or constructed on the Premises by LESSEE shall at Lease expiration or termination be deemed to be part of the Premises and shall become, at CITY's option, CITY's property free of all liens and claims, except as otherwise provided in this Lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, ("Improvements") CITY shall so notify LESSEE three hundred sixty five (365) days prior to expiration, and LESSEE shall remove all such Improvements as directed by CITY at LESSEE's sole cost within ninety (90) days after Lease expiration. If LESSEE fails to remove any Improvements as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this Lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY's property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE's expense.
- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the Premises, LESSEE agrees to repair all such damage.
- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said expiration or termination.
- f. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said Premises upon expiration or termination of this Lease, then CITY shall have the first right to acquire or purchase said personal property.

7.11 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this Lease. In

the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.

7.12 Development Plan. LESSEE agrees to develop the Leased Premises in accordance with the General Development Plan approved by the City Manager and filed in the Office of the City Clerk as Document No. _____ which plan is hereby incorporated by this reference. The general contents and provisions of the Development Plan are described in Section 12.4 General Development Plan of this Lease. The City Manager or his designee shall have the authority to authorize changes to the plan provided that the basic concept may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this Lease to termination by CITY. The City Manager, in his sole discretion, may approve an extension to the date specified for completion in the Development Plan of up to one (1) year without further City Council approval.

7.13 Hazardous/Toxic Waste.

- a. LESSEE will not allow the installation of underground storage tanks or release of hazardous substances in, on, under, or from the Premises other than those underground storage tanks approved by the Development Plan. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" means those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.
- b. In the event of any release of a Hazardous Substance, LESSEE shall be responsible for all costs of remediation and removal of such Hazardous Substances in accordance with all applicable rules and regulations of governmental authorities.
- c. LESSEE agrees to assume the defense of, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE's operations on the Premises, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

- d. If LESSEE knows or has reasonable cause to believe that any Hazardous Substance has been released on or beneath the Premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the Premises. In addition, LESSEE and LESSEE's sublessees shall not utilize or sell any Hazardous Substance on the Premises without the prior written consent of CITY.
- e. At any time within the twelve (12) months before the expiration or earlier termination of this Lease, LESSEE, at CITY's sole option, shall cause an environmental assessment of the Premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in, or under the Premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all costs and expenses incurred.

SECTION 8: CITY RIGHT OF FIRST OFFER

- 8.1 In the event LESSEE desires to dispose of its entire interest in this Lease, together with its interest in improvements, trade fixtures, and furnishings owned by LESSEE on the Leased Premises, CITY shall be given the first right to purchase said interest and improvements pursuant to the provisions of this Section 8.
- 8.2 LESSEE agrees that during the Lease Term, LESSEE shall deliver written notice to CITY (the "First Offer Notice") prior to the first time LESSEE intends to submit to a third party a bonafide proposal to purchase LESSEE's interest in of the Premises. The First Offer Notice shall set forth the economic terms upon which LESSEE is willing to sell its interest, without limitation, (i) the purchase price; (ii) terms of payment of the purchase price; and (iii) any other material

terms LESSEE desires to include in the First Offer Notice to CITY (collectively, "the Economic Terms"). CITY's exercise of the Right of First Offer set forth in this Section 8 shall create an agreement between LESSEE and CITY whereby LESSEE agrees to sell the First Offer Property to CITY, and CITY agrees to purchase the First Offer Property from LESSEE, at the purchase price and on the material economic terms provided for below.

- 8.3 On or before the date which is thirty (30) days after CITY's receipt of the First Offer Notice (the "Election Date"), CITY shall deliver written notice to LESSEE ("CITY's Election Notice") pursuant to which CITY shall elect either to (i) purchase LESSEE's interest upon the Economic Terms set forth in the First Offer Notice; (ii) refuse to purchase LESSEE's interest, specifying that such refusal is not based upon the Economic Terms set forth by LESSEE in the First Offer Notice, but upon CITY's lack of desire to acquire LESSEE's interest, in which event LESSEE may sell its interest to any person or entity on any terms LESSEE desires (subject to the limitations set forth in this Lease) and CITY's Right of First Offer specified in LESSEE's First Offer Notice shall thereupon terminate and be of no further force and effect; or (iii) refuse to purchase the First Offer Property, specifying that such refusal is based upon the Economic Terms set forth in the First Offer Notice, in which event CITY shall also specify in CITY's Election Notice revised Economic Terms upon which CITY shall be willing to purchase LESSEE's interest from LESSEE. If CITY does not so respond in writing to LESSEE's First Offer Notice by the Election Date, CITY shall be deemed to have elected the option described in clause 8.3(ii) above and this Lease and all of its terms and conditions shall nevertheless remain in full force and effect and LESSEE and any purchaser or purchasers shall be bound by the terms of this Lease. If CITY timely delivers to LESSEE CITY's Election Notice pursuant to clause (iii) above, LESSEE may elect either to: (A) sell its interest to CITY upon the revised Economic Terms specified by CITY in CITY's Election Notice; or (B) sell its interest to any person or entity within twelve (12) months after the Election Date upon any terms LESSEE desires; provided, however, if the Economic Terms of LESSEE's proposed sale to said third party are materially more favorable than those Economic Terms proposed by CITY in CITY's Election Notice, before entering into such third-party transfer, LESSEE shall notify CITY of such more favorable Economic Terms and CITY shall have the right to acquire LESSEE's interest upon such materially more favorable Economic Terms by delivering written notice thereof to LESSEE within thirty (30) days after CITY's receipt of LESSEE's notice. "Materially more favorable," as used in the preceding sentence, shall mean a purchase price for LESSEE's interest less than ninety five percent (95%) of the purchase price set forth in the First Offer Notice. If CITY does not elect to purchase its interest from LESSEE within said thirty (30) day period, CITY shall be deemed to have elected the option described in clause (ii) above and this Lease and all of its terms and conditions shall nevertheless remain in full force and effect and LESSEE and any purchaser or purchasers of its interest shall be bound by the terms of this Lease. If CITY timely delivers to LESSEE CITY's Election Notice pursuant to clause (iii) above, and LESSEE elects to proceed to sell its interest to a third party pursuant to clause (B), but fails to execute an agreement with such third party buyer for its interest within twelve (12) months

after the Election Date, then, LESSEE shall deliver to CITY a new First Offer Notice setting forth the Economic Terms upon which LESSEE would be willing to sell its interest to CITY, and the foregoing procedures of this Section 9 shall again apply.

- 8.4 In the event that CITY shall so elect to purchase LESSEE's interest, (i) the closing of CITY's purchase of LESSEE'S interest shall occur on or before ninety (90) days following the date of CITY's notice to LESSEE and (ii) the two percent (2%) fee described in Section 4.4 above shall not be applicable.
- 8.5 Notwithstanding anything to the contrary contained herein, CITY acknowledges and agrees that its Right of First Offer to purchase LESSEE's interest in this Lease shall not apply to any sale or transfer of LESSEE's interest in this Lease (i) to an Affiliate of LESSEE or (ii) to a Holder.

SECTION 9: CITY POLICY IMPLEMENTATION PROVISIONS

- 9.1 CITY Approval Standard. The approval or consent of CITY, wherever required in this Lease, shall mean the written approval or consent of the City Manager without need for further resolution by the City Council except as may otherwise be provided for in this Lease. The City Manager's approval shall not be unreasonably withheld and shall be deemed given after sixty (60) days from CITY's receipt of a written request from LESSEE unless CITY sends a written notice of disapproval or an extension of the sixty (60) day period to LESSEE.
- 9.2 Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE's sole cost and expense. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.
- 9.3 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or LESSEES shall include a condition that the contract, agreement, or lease may, at the sole option of CITY, be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who, within the twelve months immediately preceding such employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.
- 9.4 Drug-free Workplace. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The LESSEE's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employees assistance programs.
 - (4) The penalties that may be imposed upon employees' for drug abuse violations.
- c. LESSEE shall include in each Sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.

9.5 Disabled Access Compliance. LESSEE agrees to comply with Title 24 of the California Code of Regulations (Building Code) as defined in California Health and Safety Code (Title 24), the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. LESSEE's compliance shall include but not necessarily be limited to the following:

- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment, to the extent required under applicable law.
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE, to the extent required under applicable law.
- c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, LESSEE shall comply with CITY's disabled access requirements by bringing up to code and making accessible any areas of the

Premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of LESSEE.

- e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees shall be individually responsible for their own compliance with ADA.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Lease.

- 9.6 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE's use of the Premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

- 9.7 Compliance with CITY's Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

LESSEE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY's commitment to equal employment opportunities.

LESSEE agrees to insert the foregoing provisions in all subcontracts for any work covered by this Lease so that such provisions will be binding upon each subcontractor. LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY's Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LESSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Lease from local residents and firms as opportunities occur. LESSEE agrees to hire qualified local residents and firms whenever feasible.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this Lease and debarment from participating in CITY contracts for a period of not less than one (1) year.

SECTION 10: GENERAL PROVISIONS

- 10.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants, and conditions of this Lease, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

10.2 Notices.

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE at:

Arena Group 2000 LP
3500 Sports Arena Boulevard
San Diego, California 92110
Attention: Ronald E. Hahn
Telephone: (619) 225-9813
Facsimile: (619) 224-3010

and to CITY as follows:

City Manager
Attention: Real Estate Assets Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 921014155

or to any mortgagee, trustee, or beneficiary, as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this Lease may by like notice designate a different or additional address to which notices shall be sent.
- 10.3 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 10.4 Legal Fees. In the event of any litigation regarding this Lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
- 10.5 Number and Gender. Words of any gender used in this Lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 10.6 Captions. The lease outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. The numbers of the paragraphs and pages of this Lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this Lease.
- 10.7 Entire Understanding. This Lease contains the entire understanding of the parties with respect to the Premises. LESSEE, by signing this Lease, agrees that there is no other written or oral understanding between the parties with respect to the Leased Premises. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each of the parties in this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease.
- The failure or refusal of any party to read the Lease or other documents, inspect the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this Lease will be valid unless it is in writing and signed by all parties.
- 10.8 Corporate Authority. Each individual executing this Lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the bylaws of the corporation, and that this Lease is binding upon the corporation in accordance with its terms, and that LESSEE is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify LESSEE to do business in the state where the Premises are situated.

10.9 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the Leased Premises in a professional manner.

10.10 Supersedure. It is mutually agreed that this Lease, upon execution, supersedes and annuls that certain lease between Union Oil Company and San Diego Entertainment, Inc. dated April 1, 1976, with Union Oil Company of California subsequently assigning its rights under that lease to CITY on September 1, 1985 in Document RR-263531, and as amended in Document RR-282484 dated August 9, 1993, which is hereafter void and of no effect as to any rentals and fees which may have accrued or any rights and remedies accrued or granted to CITY under such agreement.

LESSEE and CITY agree that the Leased Premises, shall be deemed to be deleted from the legal description of the Sports Arena Operating Agreement upon full execution of this Lease.

10.11 Survival. All obligations and liabilities of the parties to this Lease that accrue prior to the expiration of termination of this lease shall survive the expiration or termination of this lease.

SECTION 11: SIGNATURES

11.1 Signature Page.

IN WITNESS WHEREOF, this Lease is executed by City, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized partners.

THE CITY OF SAN DIEGO

Date 4/15, 2002

By: 

LESSEE: ARENA GROUP 2000 L.P.,
A California Limited Partnership

By: ARENA FOUNDERS, a California
Ltd. Partnership

Its: General Partner

Date 3/27, 2002

By: 

Its: Limited Partner

Date March 27, 2002

By: 

Its: Limited Partner

APPROVED as to form and legality this 19th day of April, 2002.

CASEY GWINN, CITY ATTORNEY

By: 

Deputy City Attorney

CEH/jmj

03/19/02

I:\WPO\2002\Hargett\LEASE-ARENA 2000 03-19-02.wpd

Exhibit F: Declaration Regarding Information Requested Under the Public Records Act

**DECLARATIONS REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA
PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Proposer declares and acknowledges the following:

Any information submitted in response to this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a proposer submits information clearly marked confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Proposer** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to section of the California Public Records Act will not suffice. Rather, the Proposer must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Proposer does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Proposer will hold the City harmless** for release of this information.

It will be the **Proposer's obligation to defend**, at Proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Proposer's request. Furthermore, the Proposer shall indemnify the City and **hold it harmless** for any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Proposer's request.

Nothing in this Agreement creates any obligation for the City to notify the Proposer or obtain the Proposer's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Name of Organization

Signature of Authorized Representative

Printed/Typed Name

Date

Exhibit G: Midway-Pacific Highway Community Plan



Midway - Pacific Highway Community Plan

SEPTEMBER 2018 DRAFT





ACKNOWLEDGMENTS

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AECOM – Urban Design, Environmental Impact Report, Prehistoric Cultural Resources Survey Report
Chen Ryan Associates – Mobility Report, Traffic Impact Study
Galvin Preservation Associates – Historic Resources Reconnaissance Survey
Keyser Marston Associates – Market Assessment Report
Kimley-Horn and Associates – Mobility Analysis
Wilson Geosciences – Seismic and Geologic Technical Background Report
Ninyo & Moore – Hazardous Materials Technical Study
Fehr & Peers – Existing Conditions Mobility Report
San Diego Natural History Museum – Paleontological Resource Assessment

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- 1.2 Setting
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- 1.5 Legislative Framework



INTRODUCTION

Midway - Pacific Highway is a centrally located urban community in close proximity to Downtown, the bays and beaches, and the San Diego River. From its historic beginnings as part of the delta of the San Diego River to the rise of the military and aviation industry in the 1920s, the neighborhood has played a role in San Diego growth and transformation. The Midway - Pacific Highway Community Plan and Local Coastal Program (Community Plan) builds on the past to provide a vision for the future, as discussed below. The Community Plan establishes the policy framework that will guide further development in pursuit of this vision, consistent with the General Plan goals and policies.

1.1 HISTORICAL CONTEXT

The Midway - Pacific Highway Community was historically an area of tidal marshes and flats where the San Diego River branched at the mouth of Mission Valley to flow into both San Diego Bay and False Bay (now known as Mission Bay). The Kumeyaay people passed through the area to travel between Point Loma and settlements near Old Town. After the arrival of the Spanish military and missionary party led by Gaspar de Portola in 1796, the La Playa Trail connected the anchorage at La Playa to the Presidio and Mission at Old Town. The La Playa Trail followed the Kumeyaay trail and generally corresponded to present-day Rosecrans Street.

VISION

The development of a strong public realm and unique districts and villages connected through a system of landscaped streets to Mission Bay, the San Diego River, and San Diego Bay, and to traditional and nontraditional parks within the community to enhance community character and livability. To achieve this vision, the following Guiding Principles provide the framework for the more detailed Plan policies:

Distinctive Districts and Villages. Districts and Villages with their own distinct range of uses, character, streetscapes, places, urban form and building design as an integral aspect of Midway - Pacific Highway's identity and character.

A Center of Economic Activity. A sub-regional employment center with employment land for the development of office and research uses that can provide jobs in proximity to residential and commercial uses and transit will support the economic viability and attractiveness of the community.

A Complete Mobility System. A mobility system that provides options for people to walk, ride a bicycle, take transit, or drive will support the economic growth and identity of the community and enhance its livability and character.

A Place Connected to its Context and to the Regional Recreational and Open Space Areas. The reestablishment of connections to the Presidio, San Diego Bay, Mission Bay and the San Diego River, and integration of Midway - Pacific Highway with the surrounding communities.



On February 18, 1850, the California State Legislature formally organized San Diego County with Old Town San Diego as the County seat. Old Town consisted of approximately 65 buildings, many of which were of adobe construction, and included a small portion of the Midway - Pacific Highway area (northeast of present-day Kurtz Street and northwest of present-day Witherby Street). Also in 1850, the first attempt was made to move the City of San Diego from Old Town to New Town (Downtown) further south, and a group of Old Town citizens bought the land to the between the two and established a rival subdivision closer to the bay. The 687-acre subdivision began around present-day Witherby Street and extended south along the shoreline of the bay to about present-day A Street. The portion of the land that was subdivided and laid out into streets, public squares, blocks, and lots was designated Middletown. Portions of the subdivision referred to as the reservations and the tidelands in the present-day Pacific Highway corridor area were left undivided.

Early attempts at development of the Midway - Pacific Highway area floundered because of its swamp-like conditions. The San Diego River would switch back and forth between emptying into Mission Bay and emptying through the Midway area into the San Diego Bay. The silt it carried built sand bars and eventually blocked boating channels. To protect the main harbor from these deposits, the U.S. Army Corps of Engineers decided to make the Mission Bay route of the river permanent. In 1853 George Derby, an army land surveyor, engineered the construction of a dike just south of the present flood channel, extending northeasterly from what is now the junction of Midway Drive and Frontier Street.

Still, development on the sandy flats of Midway - Pacific Highway was sparse after construction of Derby's Dike. Besides shipping landings and small fishing settlements near Point Loma that included Chinese and Hawaiian immigrants, there were only a few isolated residential

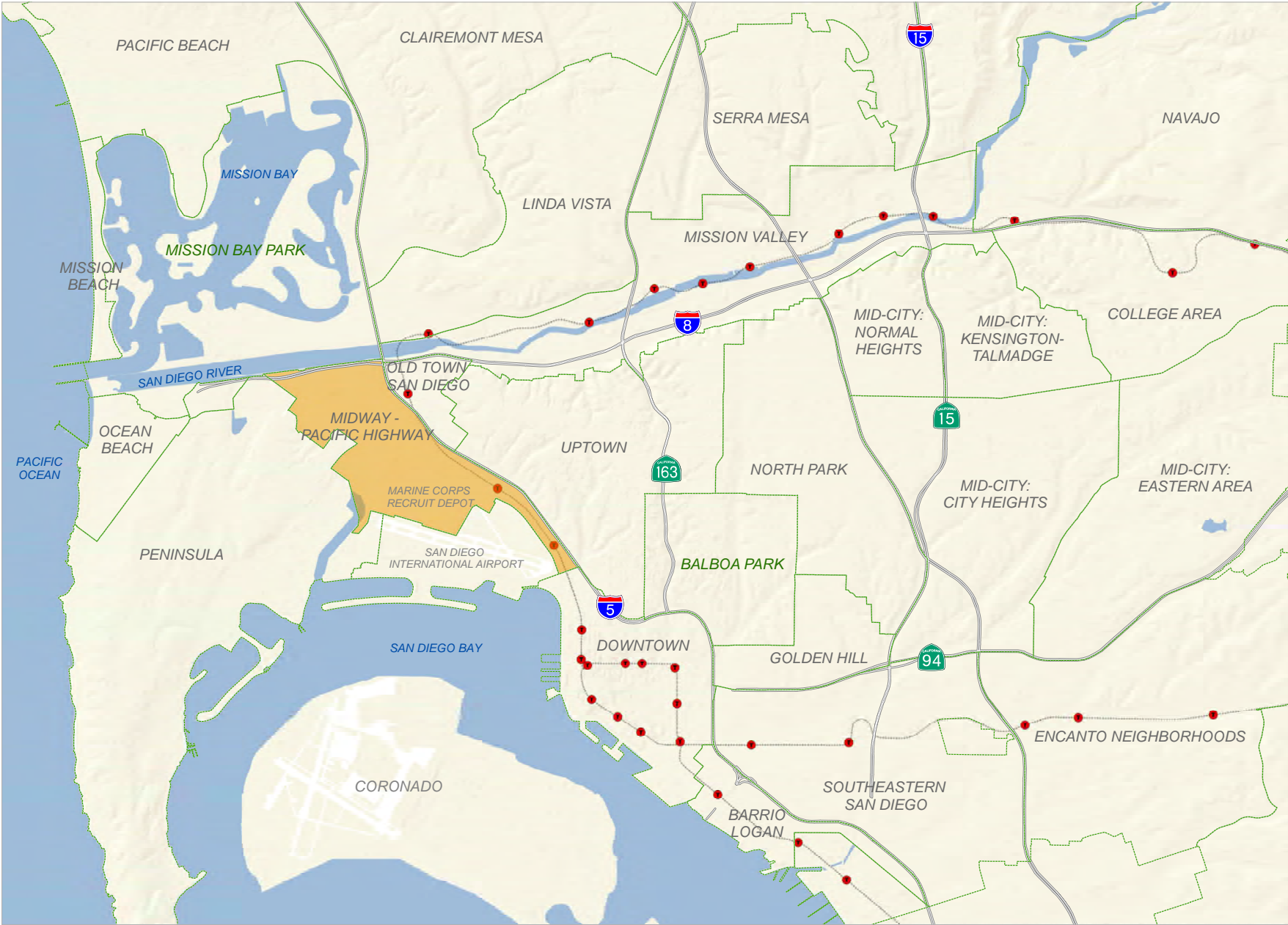
and commercial buildings in the area. In the 1850s, Louis Rose, a Jewish resident of Old Town, acquired land between Old Town and La Playa. In the early 1860s, he deeded five acres on present-day Kenyon Street to Adath Yeshurun, San Diego's first Jewish congregation, for a cemetery. In 1871, the official records of the City of San Diego were moved from Old Town to New Town, shifting the focus of development in the City to the south.

The forces that shaped the development of Midway - Pacific Highway during the late 19th century and early 20th century were transportation, early industries, the military, and aviation. Midway - Pacific Highway became the site of significant transportation improvements in the 1880s. The California Southern Railroad opened its first section in 1882 that connected National City to Oceanside via the Midway-Pacific Highway area. The rail line became part of the Santa Fe Railroad's transcontinental rail line in 1885. A real estate boom in the spring of 1887 brought thousands of people to Southern California, many via the Santa Fe Railroad. During the boom, developers realized the need for



The Consolidated Aircraft factory (foreground), seen here in the early 1940s, was a driving force in the development of the community as well as the City. Photo courtesy of Library of Congress, Prints & Photographs Division, FSA/OWI Collection, LC-USF34-038166-D.

FIGURE 1-1: REGIONAL LOCATION



convenient public transportation. In 1887, San Diego's Electric Rapid Transit Company introduced the first electric street railway system in the western U.S. The streetcar line traveled from Old Town via Arctic Street (now Kettner Boulevard) to Downtown.

California state officials began planning for highways in 1896, when the California Bureau of Highways issued a map of recommended highway routes throughout the state. In 1909, the State Legislature established the state highway system and authorized the first highway construction bond. Construction began in 1912 on Route 2, the north-south highway that would traverse the Midway-Pacific Highway on its way from San Francisco to the U.S.-Mexico border and later, in 1925, be designated U.S. Highway 101.

One of the earliest businesses in the Midway - Pacific Highway community was the Mission Brewery. Located in Middletown at 1751 Hancock Street, the brewery from approximately 1912 until 1918, when the Eighteenth Amendment to the Constitution was being ratified that would lead to Prohibition. The property was sold to the American Agar Company in 1923. The Mission Brewery is designated San Diego Historical Resources Board (HRB) Site #232 and listed in the National Register of Historic Places.

The first steps in bringing the military to Midway - Pacific Highway were also taken in the first two decades of the 20th century by William Kettner, a local businessman and recent transplant to San Diego. Recognizing benefits of a military presence in San Diego, Kettner guided politicians and government officials on visits to the 1915 Panama-California Exposition, including Franklin D. Roosevelt, then Assistant Secretary of the Navy. Roosevelt introduced Kettner to Marine Corps leaders Colonel Joseph Pendleton and Major General George Barnett. Kettner convinced Barnett of his idea for the location of a new Marine base in Dutch Flats south of present-day Barnett Avenue and Pacific Highway. Development of the Naval Training Center and the Marine



This 1925 road map shows the early framework of Midway - Pacific Highway.

Corps Recruit Depot occurred in the early 1920s. Construction was accomplished only after a massive dredging and filling operation in the Dutch Flats area. The two facilities had a profound influence over the development of the community.

The rise of the local aviation industry occurred in the Dutch Flats area during the 1920s and 1930s. In 1922, T. Claude Ryan opened up a flying school in the area. Ryan Field was located near the intersection of Midway Drive and Barnett Avenue. The Dutch Flats/Ryan Field site is designated HRB Site #249. The Ryan flight school led to the opening of an aircraft manufacturing plant as well. Ryan Airlines developed some of the most creative designs in aviation history, including a custom M 1 monoplane for Charles Lindbergh. In 1934, Ryan formed the Ryan Aeronautical Company, and the school eventually became a subsidiary. Commercial businesses in Midway - Pacific Highway during this time were largely related to the San Diego airport, highway-related automobile and traveler services, aircraft plants, and military bases. Despite this additional aeronautical industry development, large areas of the community remained undeveloped into the 1930s.



During World War II, the community was the site of significant war-related activity. The Ryan flying school trained thousands of Army pilots and had contracts with the Navy to build aircraft. The Consolidated Aircraft plant on Pacific Highway was another site of aircraft manufacturing activity during the war and continued to be a strong visual presence and economic force in the area post-war. The wartime aircraft industries drew significant numbers of workers to San Diego during the war years, which created a severe housing shortage. The Frontier Housing Project was one of the largest wartime housing projects in Midway - Pacific Highway, which in total developed 3,500 temporary homes for defense workers.

The post-war development of the community mainly consisted of small warehouses and commercial and industrial buildings that sprang up in a rather haphazard fashion. The character of the area that exists today began to take shape during the 1960s. The community's focus on automobiles was strengthened with the construction of Interstates 5 and 8. Streets were also widened, removed, and renamed to facilitate the movement of automobiles. Large parcels in the community were developed with automobile-oriented commercial uses, including the Sports Arena on the former Frontier Housing site in 1966. The Midway area gave way to commercial strip and shopping center development that mainly catered to nearby residential, military, and visitor populations, as well as some multi-family housing development. Modern commercial and industrial buildings were constructed on vacant lots or replaced older commercial and residential buildings. Automobile-related businesses such as service stations and garages were attracted to the Pacific Highway area, as well as commercial and industrial businesses serving the military and San Diego Airport which was then located along Pacific Highway. Development since the 1960s has mainly followed the land use pattern established at that time.

1.2 SETTING

Midway - Pacific Highway is an urbanized community that encompasses approximately 1,324 acres, situated north of Downtown as shown in Figure 1-1. The community is comprised of three areas: the relatively flat Midway area, the linear Pacific Highway corridor, and the Marine Corps Recruit Depot.

The Midway area and Pacific Highway corridor encompass 936 acres and the Marine Corps Recruit Depot covers 388 acres. The community's land use pattern reflects its industrial orientation during rise of the aviation industry. The portion of Midway northeast of Kurtz Street features an older, traditional grid pattern extended from the adjacent Old Town, which was bisected by the construction of I-5. The grid pattern was further divided by Camino Del Rio West, which was built as a connection between Rosecrans Avenue and the former Route 80 and later the I-5/I-8 interchange. The "superblocks" found southwest of Kurtz Street contain larger auto-oriented commercial uses and the San Diego Sports Arena, and impede pedestrian and vehicle travel.

The Pacific Highway corridor also features a grid pattern extended from the adjacent Uptown Community. The small lots along the older gridded areas in the Pacific Highway corridor are occupied by urban industrial and commercial uses, as well as a few residential uses. The area is bisected by a rail line and cut off from Middletown by I-5. This history and the corridor's isolation between I-5 and the Marine Corps Recruit Depot has resulted in a collection of different scales of uses which, coupled with previous relaxed urban design requirements, has negatively affected the Community's identity and character.



1.3 PRIOR COMMUNITY PLANS

The first Midway Community Plan was adopted in 1970. The 1991 update to the Community Plan incorporated the Pacific Highway Corridor into the community planning area and removed the West Point Loma Boulevard area. The dominance of auto-oriented land uses, higher traffic volumes, lack of pedestrian-friendly streets, and lack of parks have been impediments for the development of new residential uses as envisioned by the 1991 Community Plan. While older retail centers have made aesthetic improvements since the 1990s, the predominant auto-oriented urban form has remained. In 1999, to attract new development, the Community Plan was amended to incorporate the Bay-to-Bay Canal concept that included residential, retail, and employment uses and recreational amenities along the proposed canal. While later studies determined that the canal concept was infeasible, this Community Plan has incorporated the concept of a bicycle and pedestrian connection between Mission Bay, the San Diego River, the San Diego Bay and Old Town San Diego, as addressed in the Mobility, Recreation, and Urban Design Elements.



Midway - Pacific Highway is located adjacent to the San Diego River and near Mission Bay, San Diego Bay, and beach communities.

1.4 PURPOSE

The Community Plan serves several purposes:

- Establishes a vision with policies to guide the future growth and development within Midway - Pacific Highway, consistent with the General Plan;
- Provides strategies and implementing actions to accomplish the vision;
- Provides guidance to design and evaluate development proposals and improvement projects;
- Provides the basis for plan implementation including zoning, development regulations, and a public facilities financing plan.



The Community Plan envisions that future development in Midway - Pacific Highway will take advantage of the community's transit services that connect to regional destinations.



1.5 LEGISLATIVE FRAMEWORK

RELATIONSHIP TO THE GENERAL PLAN

The General Plan provides a policy framework for how the City of San Diego will grow and develop. The Midway - Pacific Highway Community Plan further expresses General Plan policies in the context of Midway - Pacific Highway with policies that complement the citywide goals and policies and address community needs. All applicable General Plan policies may be cited in conjunction with the Community Plan policies in the course of design or review of development proposals. The Community Plan is consistent with the General Plan, and the two documents work together to establish the framework for growth and development in Midway - Pacific Highway. Periodic comprehensive reviews of the General Plan may result in changes that affect the Midway - Pacific Highway Community Plan and Local Coastal Program policies in order to maintain General Plan consistency.

RELATIONSHIP TO THE MUNICIPAL CODE

The San Diego Municipal Code implements the Community Plan policies through zoning, development regulations, and other controls pertaining to land use density and intensity, building massing, landscape, streetscape, and other development characteristics. Generally, with the exception of projects on property owned by other government agencies, development within Midway - Pacific Highway is subject to the Municipal Code.

RELATIONSHIP TO THE CLIMATE ACTION PLAN

The Climate Action Plan (CAP) is intended to ensure the City of San Diego achieves Greenhouse Gas (GHG) reductions through local action. The CAP identifies five primary strategies implemented by a number of targets and actions, which together will meet GHG reduction target for 2020, as well as an interim target set for 2035 that is on the

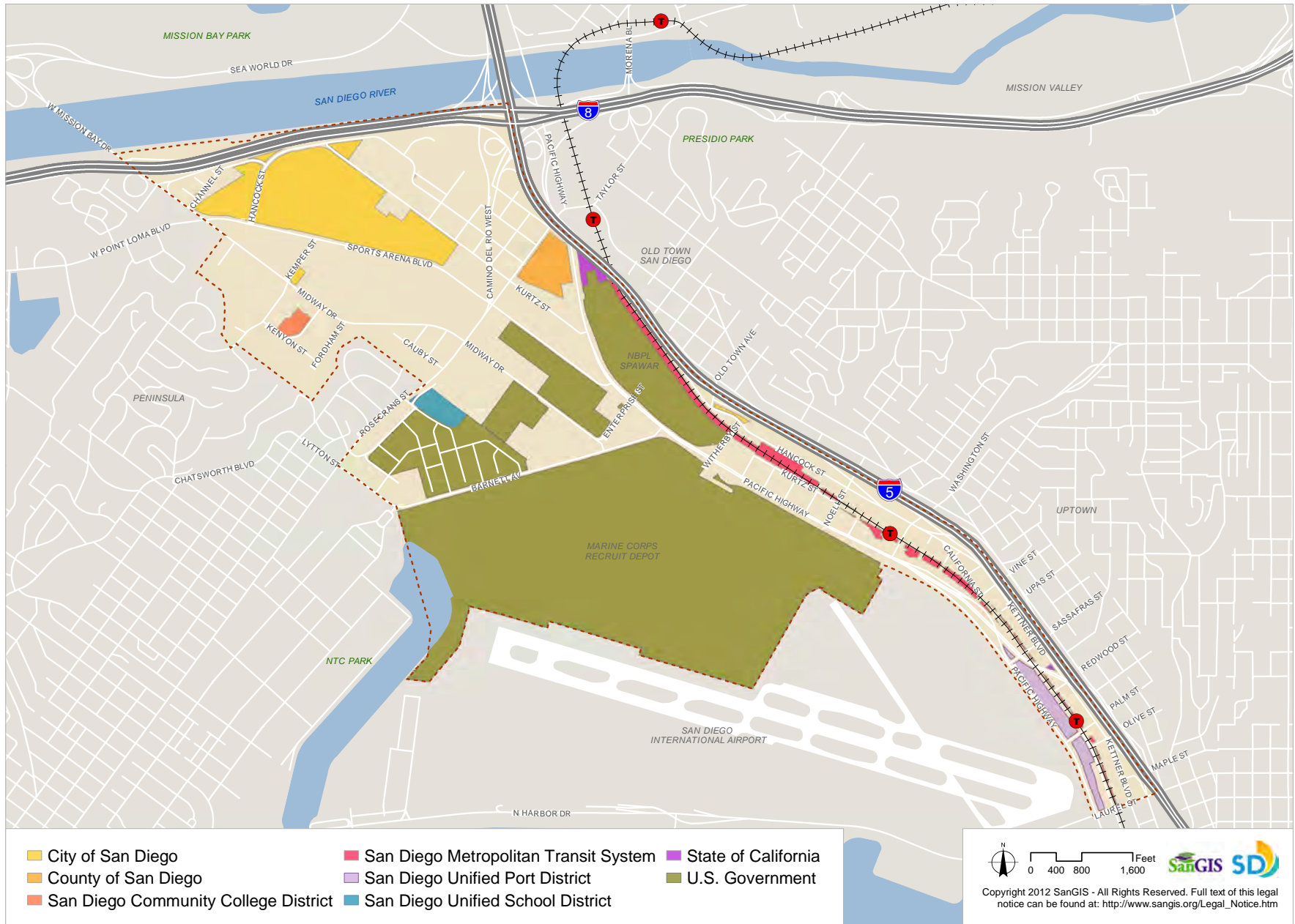
trajectory to the 2050 statewide goal established in former Governor Arnold Schwarzenegger's Executive Order S-3-05. One of the five primary strategies identified in the CAP is to implement bicycling, walking, transit and land use strategies that promote increased capacity for transit-supportive residential and employment densities and provide more walking and biking opportunities in these areas. The Midway-Pacific Highway Community Plan provides capacity for development of residential and employment uses in proximity to transit, and takes a multi-modal approach to improving circulation and access through and within the community. These mobility policies and recommendations in the community plan build from the General Plan's Mobility Element and propose a mobility strategy that improves access to transit through better pedestrian and bicycle infrastructure that complement the increased residential capacity of the community. The Community Plan enhances the community's character and access to its many attractions by improving pedestrian and bicycle connections between the community core, Mission Bay, the San Diego River, San Diego Bay, Old Town, and Downtown. Other recommendations include improvements to streetscapes and the urban forest and identifying opportunities for pocket parks, plazas, and courtyards to create a more friendly and active urban environment. Policies related to CAP strategies can be found in the Land Use, Villages and Districts Element, Mobility Element, Urban Design Element and Conservation Element.

RELATIONSHIP TO OTHER GOVERNMENT AGENCIES

Government-owned property in Midway - Pacific Highway, not including streets and freeways, comprises 669 acres, as shown in Figure 1-2. This includes City of San Diego-owned property, which comprises 88 acres or 31 percent of the land area within the Community Plan area.



FIGURE 1-2: GOVERNMENT-OWNED PROPERTIES





CALIFORNIA COASTAL RESOURCES AND LOCAL COASTAL PROGRAM

Portions of the Pacific Highway Corridor are within the Coastal Zone (see Figure 1-3) and subject to the California Coastal Act. The Coastal Act requires all jurisdictions within the Coastal Zone to prepare a Local Coastal Program (LCP), which includes issue identification, a land use plan and implementation (zoning) ordinances. The Local Coastal Program for the Coastal Zone areas in Midway-Pacific Highway is integrated into this Community Plan. The Land Use, Villages and Districts Element contains policies to protect and enhance coastal resources and addresses land use, public access and recreation, and view preservation within the Coastal Zone. Additional policies in the Mobility, Urban Design, Conservation, and Recreation Elements support the goals of the Coastal Act.

The San Diego Unified Port District owns properties within a portion of the Coastal Zone area along Pacific Highway. The State allows the Port District to lease Port properties for industrial, commercial, and visitor-related uses, guided by the Port of San Diego Port Master Plan. The Land Use, Villages and Districts Element designates these properties as “Port Properties.” The Community Plan provides policies that address the City’s vision for the Pacific Highway corridor while acknowledging the Port District’s land use jurisdiction over these properties. The City of San Diego has land use jurisdiction over properties within the Coastal Zone but outside of the Port Master Plan, subject to appeal to the Coastal Commission.

ENVIRONMENTAL REVIEW

The Program Environmental Impact Report (PEIR) for the Midway-Pacific Highway Community Plan provides a programmatic assessment of potential impacts that could occur with the implementation of the Community Plan, in accordance with the California Environmental

Quality Act (CEQA). Projects consistent with the Community Plan and PEIR may not require further environmental review.

The Federal Government conducts environmental review in accordance with the National Environmental Policy Act (NEPA) for projects on Federal Government-owned property. The State, County, Port District, School District, and Community College District conduct CEQA analysis for projects on their property that are subject to their approval.

PLAN ORGANIZATION

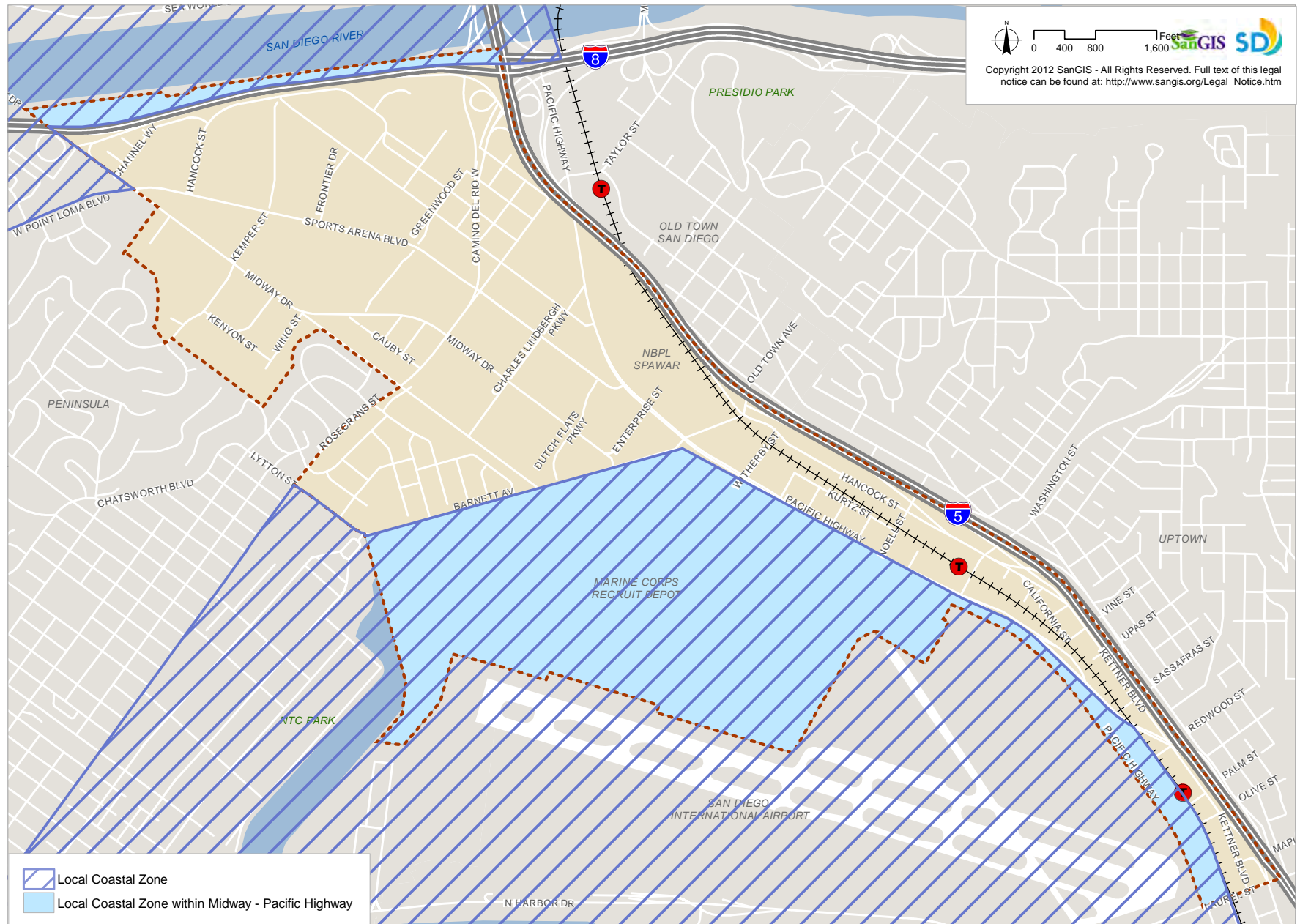
The Community Plan is organized into nine Community Plan Elements and includes introduction and implementation chapters. Each element contains an introduction section that describes its contents and relationship to the Community Plan as a whole. Many of the elements are divided into sections that discuss specific topics. Each element contains one or more goals that express a broad intent. Most of the elements also contain policies that reflect specific direction, practice, guidance, or directives that may need to be developed further and/or carried out through implementing plans by the City or another governmental agency.

HOW TO USE THIS DOCUMENT

The Midway-Pacific Highway Community Plan provides a long-range physical development guide for elected officials, property owners, and citizens. The plan contains specific goals and policies to provide direction on what types of future uses and public improvements should be developed in the Midway-Pacific Highway community. When designing development and/or infrastructure projects or researching what uses are appropriate for a site, this community plan, the applicable zoning regulations found in the City’s Land Development Code, and the Midway-Pacific Highway Impact Fee Study should be consulted to ensure that all relevant policies, regulations, and planned infrastructure improvements are taken into consideration.



FIGURE 1-3: LOCAL COASTAL ZONE





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LAND USE, VILLAGES & DISTRICTS

2



- 2.1 Existing Land Use
- 2.2 Land Use Framework
- 2.3 Planning Horizon
- 2.4 Villages and Districts
- 2.5 Airport Land Use Compatibility
- 2.6 Community Plan Implementation Overlay Zone



INTRODUCTION

The Community Plan envisions a mix of land uses in Midway - Pacific Highway, organized into districts and villages to create distinct urban activity nodes. The nodes will be connected through a system pedestrian- and bicycle-oriented streets that link to parks within the community and to the recreational amenities at Mission Bay, the San Diego River, and San Diego Bay. The villages and districts, as shown in Figure 2-3, reflect history, location, and planned land uses.

The Land Use, Villages & Districts Element identifies a vision for each district and village, as well as land use designations and policies to achieve this vision. The goals and policies for the village areas are guided by the General Plan “City of Villages” concept. Each village places an emphasis on certain types of uses while still promoting a mix of uses. The land use plan allows residential uses to be integrated with complementary uses to support vibrant activity nodes. Residential uses will provide activity outside of commercial business hours to provide eyes on the street and support employment development, commercial uses, parks, and transit.

A key goal of the Community Plan is to improve mobility for all transportation modes by improving pedestrian, bicycle, and transit facilities and transforming existing large blocks within the community into smaller blocks through the creation of new interior streets that connect to the existing street system. Creation and improvement of public and private infrastructure and development that supports all modes transportation will help address existing concerns about community vitality, livability, safety, access, and traffic congestion.

Policies for the districts and villages that relate to land use, as well as urban design, mobility, and parks, are included in this Element due to their importance and interrelation. Multimodal mobility and streetscape improvements are discussed further in the Mobility

and Urban Design Elements. Additional policies regarding design of development and infrastructure to create a pedestrian-oriented public realm are found in the Urban Design Element, and policies regarding parks and recreation are found in the Recreation Element.

LAND USE GOALS

- A vibrant, balanced, and pedestrian-oriented community that provides residential, commercial, office, industrial, institutional, military, and civic uses.
- Special districts and villages to highlight and foster the diverse character areas within the community.
- A compatible mix of land uses that support active transportation and a healthy environment.
- Stable base sector employment uses and supportive residential, commercial, and industrial uses.
- A variety of housing types for all age, income, and social groups.



2.1 EXISTING LAND USE

Midway - Pacific Highway contains a variety of activities as reflected in the community's existing land uses, which are described here.

COMMERCIAL

Retail is the largest commercial use in the community, and serves customers within the community and from adjacent communities. Midway-Pacific Highway also contains approximately 1,100 hotel rooms due to its proximity to the San Diego International Airport, military installations, beaches, Sea World, and Old Town San Diego.

INDUSTRIAL

Industrial businesses in Midway-Pacific Highway provide a wide variety of repair, processing, storage, warehouse, and logistics services.

RESIDENTIAL

The community contains 1,982 housing units, of which 1,970 are multifamily and 12 are single-family. A significant portion of existing residents are military families that live in the 464-unit Gateway Village complex. The Orchard Apartments complex, built on City-owned land, provides 563 affordable housing units for seniors.

INSTITUTIONAL

Public and private institutional uses provide a variety of services and include utility substations, government offices and facilities, and educational facilities as described in the Public Facilities, Services, and Safety Element.

MILITARY

Military installations represent the largest land use, and include the U.S. Marine Corps Recruit Depot and Naval Base Point Loma (NBPL) - SPAWAR complex. The Marine Corps Recruit Depot provides military training facilities and the NBPL - SPAWAR complex contains administrative and research facilities.

TRANSPORTATION

Transportation uses include streets, freeways, and rail rights-of-way and occupy 311 acres.

VACANT

Approximately seven acres of land in the community is vacant.



Military uses, such as the Marine Corps Recruit Depot seen here in 1940, have been part of the community since the early 1900s. Photo courtesy of Library of Congress, Prints & Photographs Division, FSA/OWI Collection, LC-USF34-038230-D.



2.2 LAND USE FRAMEWORK

The land use designations in this plan are based on the General Plan's land use designations, and have been tailored as needed to guide development to achieve the overarching Community Plan vision and the vision for each village and district. The Land Use Map (Figure 2-1) is a visual representation of land use policies contained in the Community Plan and General Plan. Complementing the Land Use Element, the Community Plan and General Plan Urban Design Elements provide building and site design policies to guide future development design. The land use designation categories that are used in this plan are described in this section, and Table 2-1 summarizes the characteristics of specific land use designations found on the Land Use Map. Chart 2-1 includes a description of the land use designations, as well as examples of the associated building typologies. The text and figures of the Community Plan and General Plan are of equal importance in communicating the intent of the plans' land use policies.

The City's Municipal Code implements the Community Plan and General Plan policies through zoning and development regulations pertaining to land use density and intensity, building massing, landscape, streetscape, and other development features. The Coastal Height Limit Overlay Zone limits the height of new buildings to protect coastal views.

RESIDENTIAL

The residential designations provide for a range of multi-family housing types. Several commercial and business land use designations allow residential uses, including live/work quarters and shopkeeper units, as part of mixed-use or multiple-use developments.

BOX 2-1: LAND USE FRAMEWORK

Community Plan Land Use Designations (Table 2-1)

The Community Plan Land Use Designations table summarizes the plan land uses and densities (dwelling units per acre or du/ac) for residential uses.

Land Use Map (Figure 2-1)

The Land Use Map designates the location, distribution, and extent of the plan land uses. Land use designations, shown as color/graphic patterns on the map, allow for a range of uses within each designation.



Community Commercial land uses provide goods and services for community residents and employees and will accommodate customers arriving by foot, bicycle, transit and car.



NEIGHBORHOOD COMMERCIAL

The neighborhood commercial designation provides for a variety of convenient commercial uses such as retail shops, markets, and professional office to serve nearby residents and employees and reduce the need for driving.

COMMUNITY COMMERCIAL

The community commercial land use designations provide for a variety of commercial uses, such as retail, office, and hotel. They provide space for shopping and services for residents and workers in the community and adjacent communities.

HEAVY COMMERCIAL

The heavy commercial designation provides for retail sales, commercial services, office, wholesale, distribution, storage, and vehicular sales and service uses.

MIXED COMMERCIAL RESIDENTIAL

The mixed commercial residential designations provide opportunities for infill development to create multiple-use areas. Single-use commercial; residential with ground floor shopkeeper units; or mixed residential and commercial use development is allowed.

BUSINESS PARK

The business park designation provides for employment uses such as business/professional office and research and development, with limited commercial service, flex-space, and retail uses, as well as residential uses. Mixed business park/residential developments can create unique urban housing opportunities to support office, urban business, and high-tech research and development employment uses. Refer to the Economic Prosperity Element for related discussion.

LAND USE TERMS DEFINED

Village: A mixed-use activity center where residential, commercial, employment, and civic uses are all present and integrated. Villages are pedestrian-friendly and characterized by inviting, accessible and attractive streets and public spaces. Over time, villages will connect to each other via an expanded regional transit system.

Mixed-Use Development: A single development that integrates more than one land use, horizontally or vertically.

Multiple-Use Development: An area made up of a variety of single-use developments that are related to each other through scale and site design to create a cohesive, horizontally mixed land use setting.

Live/Work Quarters: As defined in the Municipal Code, live/work quarters are studio spaces in buildings that were originally designed for industrial or commercial occupancy that have been converted to integrate living space into the work space.

Shopkeeper Unit: As defined in the Municipal Code, a shopkeeper unit is a dwelling unit with both living quarters and commercial space, where the commercial use is located on the ground floor and operated by the resident of the dwelling unit.



URBAN INDUSTRIAL

The urban industrial designation provides for small and medium-size industrial and business activities.

PARK

The park designation provides for population-based parks and park equivalencies with passive and/or active recreational uses. The community plan identifies opportunity locations for parks as part of mixed-use or multiple-use developments, as shown on the Land Use Map. Refer to the Recreation Element for additional information.

INSTITUTIONAL

The institutional designation provides for public or semi-public facilities that provide services to the community and/or City. Refer to the Public Facilities, Services, and Safety Element for related policies. The Land Use, Villages and Districts Element provides secondary land use designations for institutional sites, to provide guidance in the case that existing institutional uses should be reconfigured, cease, or relocate. Supplemental environmental analysis may be required for infill development at institutional-designated sites where proposed new development is consistent with the secondary land use designation.

MILITARY

The community plan area includes the U.S. Marine Corps Recruit Depot and the Naval Base Point Loma (NBPL) - SPAWAR complex. These military installations are important components of the community and vital for national defense and the local economy.

PORT PROPERTIES

San Diego Unified Port District owns properties along the Pacific Highway corridor. The Port Master Plan guides land uses on these sites.

POLICIES

- LU-2.1** Provide adequate separation between areas designated for residential use and adult entertainment businesses.
- LU-2.2** Encourage residential mixed-use in areas designated Neighborhood Commercial - Residential Permitted to support pedestrian-scale activity nodes for neighborhood livability.
- LU-2.3** Encourage residential mixed-use in areas designated Community Commercial - Residential Permitted.
- LU-2.4** Support live/work and shopkeeper units in Heavy Commercial areas to allow space for arts and innovation.
- LU-2.5** Allow ground-floor shopkeeper units to be incorporated on the primary street frontage within buildings with residential as the primary use.
- LU-2.6** Support the inclusion of on-site affordable housing units in residential developments.
- LU-2.7** Support the development of workforce, affordable, senior, and military housing in proximity to transit stations.
- LU-2.8** Design mixed employment-residential use developments in areas designated Business Park - Residential Permitted with employment use as the primary use to maintain an employment base in the community.
- LU-2.9** Limit retail in Urban Industrial designated areas to the sale of goods manufactured or produced on site.
- LU-2.10** Support live/work quarters in Urban Industrial designated areas to support artisans and innovators.
- LU-2.11** Support small lot development within residential areas.
- LU-2.12** Consider proposals to develop mixed use villages in areas designated Community Commercial - Residential Prohibited in order to support the economic viability and vitality of the community's commercial areas.



FIGURE 2-1: LAND USE MAP

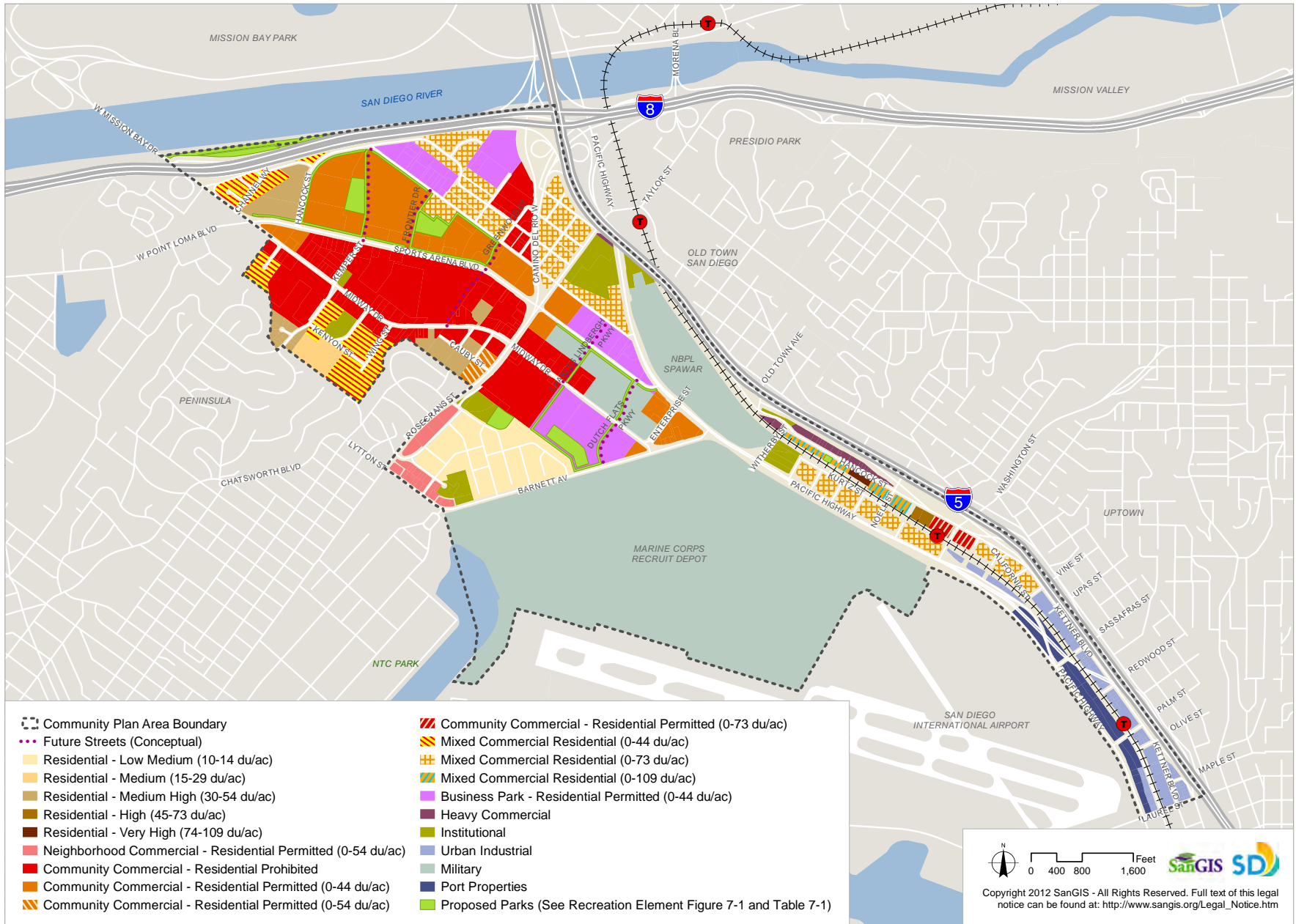


TABLE 2-1: MIDWAY - PACIFIC HIGHWAY COMMUNITY PLAN LAND USE DESIGNATIONS

GENERAL PLAN LAND USE CATEGORY	COMMUNITY PLAN LAND USE DESIGNATION	RESIDENTIAL DENSITY (DWELLING UNITS/ACRE)
Residential	Residential - Low Medium	10 - 14
	Residential - Medium	15 - 29
	Residential - Medium High	30 - 54
	Residential - High	45 - 73
	Residential - Very High	74 - 109
Commercial, Employment, Retail, and Services	Neighborhood Commercial - Residential Permitted	0 - 54
	Community Commercial - Residential Prohibited	N / A
	Community Commercial - Residential Permitted	0 - 44
		0 - 54
		0 - 73
	Heavy Commercial - Residential Prohibited	N / A
Multiple Use	Mixed Commercial Residential	0 - 44
		0 - 73
		0 - 109
Industrial	Business Park - Residential Permitted	0 - 44
	Urban Industrial	Live/Work Only
Institutional	Institutional	N / A
	Military	N / A
	Port Properties	N / A
	Park	N / A



CHART 2-1: DEVELOPMENT TYPES AND LAND USE CLASSIFICATIONS

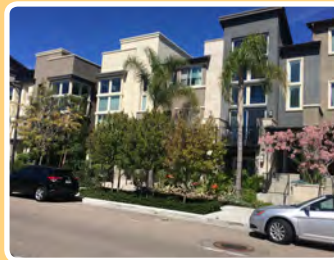
Residential - Low Medium (10-14 du/ac)

Residential - Low Medium allows for a mix of single-family, townhome, and multi-family units. This combination of residential types supports a pedestrian scale. Town homes or row homes are typically clustered in groups of 4 to 6 units. Parking is integrated into the ground-floor of the units.



Residential - Medium (15-29 du/ac)

Residential - Medium development is typically townhomes and garden apartments/condominiums, and can allow small-lot townhomes. Buildings can be organized around a central courtyard with individual or shared open space areas. Parking is typically a mixture of garages and surface spaces accessed from the rear of the site or a central landscaped drive court.



Residential - Medium High (30-54 du/ac)

Residential - Medium-High supports compact and compatible condominium/apartment buildings that are typically designed with single or double-loaded access corridors. Parking is typically integrated into the ground level of the development or below grade. Private and shared open space is a key component of the design, along with community amenities.



Residential - High (45-73 du/ac)

Residential - High allows for condominium/apartment buildings. Development typically consists of a large block of residential units where parking is usually provided underground or within a structure.





CHART 2-1: DEVELOPMENT TYPES AND LAND USE CLASSIFICATIONS (CONTINUED)

Residential - Very High (74-109 du/ac)

Residential - Very High allows for condominium/apartment buildings. Development typically consists of a large block of residential units where parking is usually provided underground or within a structure. Advantageous site conditions or smaller residential unit sizes can facilitate development at this density.



Neighborhood Commercial - Residential Permitted (0-54 du/ac)

Neighborhood Commercial - Residential Permitted allows small-scale, pedestrian-oriented commercial development that primarily provides neighborhood-serving uses, such as retail, service, civic, and office uses. This designation promotes primarily 1- to 2-story development with active ground-floor commercial uses, and allows residential uses above or behind commercial uses.



Community Commercial - Residential Prohibited

The Community Commercial - Residential Prohibited land use designation focuses on community-serving commercial uses while also allowing office and public uses and community gathering spaces. Pedestrian-oriented development with a traditional "Main Street" character is encouraged, incorporating active storefronts, pedestrian-oriented design, and outdoor seating and social spaces.



Community Commercial - Residential Permitted (0-44 du/ac) (0-54 du/ac) (0-73 du/ac)

Community Commercial - Residential Permitted land use designations allow a variety of commercial uses, such as retail, personal services, office, and hotel, that serve residents and workers in the community and adjacent communities. Residential uses are allowed as part of mixed-use development that features ground floor commercial uses.





CHART 2-1: DEVELOPMENT TYPES AND LAND USE CLASSIFICATIONS (CONTINUED)

Mixed Commercial Residential

(0-44 du/ac)
(0-73 du/ac)
(0-109 du/ac)

Mixed Commercial Residential land use designations provide opportunities for infill development to create multiple-use areas. Single-use commercial; residential with ground-floor shopkeeper units; or mixed residential and commercial use development is allowed.



Business Park - Residential Permitted

(0-44 du/ac)

Business Park - Residential Permitted focuses on employment-generating uses that will create jobs as well as pleasant, pedestrian-oriented development and streetscapes. Intended uses include office, research and development, and light manufacturing. Residential uses are allowed as part of mixed-use development in which employment-generating uses are the primary use.



Heavy Commercial - Residential Prohibited

Heavy Commercial areas provide opportunities for development that supports retail sales, commercial services, office, wholesale, distribution, storage, and vehicular sales and service uses that may not be compatible with residential uses.



Urban Industrial

Areas designated as Urban Industrial can accommodate small and medium-size industrial and business uses with an urban development character. Live/work quarters are permitted as a limited use in Urban Industrial areas; no other residential uses are allowed.



TABLE 2-2: MIDWAY - PACIFIC HIGHWAY
POTENTIAL DEVELOPMENT

	EXISTING (2015)	FUTURE CHANGE	HORIZON TOTAL
Household Population	4,600	22,475	27,075
Employment (Jobs)	15,200	4,300	19,500
Residential (Dwelling Units)	1,935	9,650	11,585
Non-Residential (Square Feet)	9.8 million	300,000	10.1 million

Data Source - Existing: SANDAG 2015 Estimate
Data Source - Horizon: City of San Diego Planning Department



New pedestrian-oriented development will help create an appealing community character.

2.3 PLANNING HORIZON

The community plan policies provide a land use direction that covers a 30-year planning horizon. Table 2-2 presents the potential development resulting from the application of the Community Plan land uses. These projections provide a reasonable assessment of Midway - Pacific Highway’s development potential. However, designation of site for a certain use does not mean that all of these sites will undergo change within the 30-year horizon of the community plan, or that other sites not included in this acreage will not undergo change.

For the purposes of calculating the future household population, it has been assumed that 2.46 persons reside in each household, and that there is a 95 percent occupancy rate for the community. The persons per household and vacancy rate are assumptions for calculating the residential population at the community plan horizon year.



2.4 VILLAGES AND DISTRICTS

Areas of the community have the potential to undergo development within the planning horizon of this Community Plan. Development opportunities range from infill development sites to larger scale sites. The combined size and scope these areas of potential change provides an opportunity to transform the community through the creation of cohesive new mixed- and multiple-use villages and districts, as shown in Figure 2-2, that include different types of parks, public spaces, and amenities to support community identity and livability.

A compact land use pattern that focuses housing, public parks and plazas, jobs, and services along key points in the transit system will realize the community's vision while minimizing impacts on the transportation system and the environment. This development approach supports sustainability, multiple modes of transportation, and active and healthy lifestyles by integrating a mix of uses including housing, offices, retail, restaurants, entertainment, and civic uses within a half-mile radius (10-minute walk) from a trolley or Rapid Bus station.

The vision and policies of the Land Use, Villages & Districts, Mobility, Urban Design, and Recreation Elements are strategically designed to foster a livable community that takes advantage of its access to transit and improves connectivity and infrastructure to support its pedestrians and bicyclists.

This section includes land use and urban design policy guidance specific to each of the villages and districts. Additional information and policies related to urban design concepts shown in Figures 2-3 through 2-13 are found in the Urban Design Element.



Mixed- and multiple-use villages will incorporate housing, public spaces, jobs, and services along key points in the community's transit system.



Transit services, including bus routes and trolley lines, are available within a 10-minute walking distance of most locations in Midway - Pacific Highway. The Middletown/Palm Street trolley station is shown here.

Legend:

- Districts and Villages
- Villages
- Future Streets (Conceptual)
- Proposed Parks

Map Labels:

DISTRICTS AND VILLAGES: CHANNEL DISTRICT, SPORTS ARENA COMMUNITY VILLAGE, CAMINO DEL RIO DISTRICT, ROSECRANS DISTRICT, CAUBY DISTRICT, KURTZ DISTRICT, DUTCH FLATS URBAN VILLAGE, LYTTON DISTRICT, HANCOCK TRANSIT CORRIDOR, KETTNER DISTRICT.

MAJOR ROADS: I-5, I-8, I-15, PACIFIC HIGHWAY, W POINT LOMA BLVD, CHATSWORTH BLVD, LYTTON ST, ROSECRANS ST, MIDWAY DR, KEMPER ST, HANCOCK ST, TAYLOR ST, OLD TOWN AVE, WASHINGTON ST, CALIFORNIA ST, KETTNER BLVD, PACIFIC HIGHWAY, KETTER BLVD, SASSAFRAS ST, REDWOOD ST, PALM ST, OLIVE ST, MAPLE ST, LAUREL ST.

LANDMARKS: SAN DIEGO RIVER, MISSION VALLEY, PRESIDIO PARK, OLD TOWN SAN DIEGO, NBPL SPAWAR, CHATELAIN PARK, NTC PARK, SAN DIEGO INTERNATIONAL AIRPORT, N HARBOR DR.

Scale: 0 400 800 1,600 Feet

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2.4.1 SPORTS ARENA COMMUNITY VILLAGE

The Community Plan envisions the Sports Arena Community Village as a vibrant, pedestrian- and transit-oriented entertainment area that is a landmark and attraction for Midway-Pacific Highway and surrounding communities, and that also provides a connection to the San Diego River Park and Mission Bay Park. It will incorporate a mix of entertainment, office, retail, residential, public, and park uses, as shown in Figure 2-3. The Sports Arena Boulevard streetscape will be improved to create an inviting gateway to the village that features a linear park and pedestrian and bicycle multi-use path. A rapid bus station will be integrated along Sports Arena Boulevard to create a strong transit connection to serve employees, residents, and visitors.

Commercial and entertainment uses intermixed with residential uses will provide activity and vitality to the village. New uses can be integrated around the existing Sports Arena building, or a new arena or other entertainment attraction. A network of public and private streets and pedestrian and bicycle connections will break up the superblock to create a walkable block pattern for development while improving public north-south vehicular, pedestrian, and bicycle access. A main street within the village can provide a neighborhood focal point, pedestrian-oriented retail uses for shopping and dining, and spaces for social interaction and gathering. Public parks, plazas, and/or urban greens will provide active and passive recreation opportunities. A linear park encircling the village and extending through it along the extension of Kemper Street, and potentially also along Frontier Drive and Greenwood Street, will connect to a pedestrian and bicycle connection across I-8 to the San Diego River Park. Public spaces including main streets can also accommodate an outdoor market. The vision for Sports Arena Community Village, including these elements, is illustrated in Figure 2-4. To ensure that the village is planned comprehensively, a specific plan or development plan with a Master Planned Development Permit will be required for the City-owned property.

DRAFT September 2018

POLICIES

LU-4.1 Prepare a specific plan or a development plan with a Master Planned Development Permit that is consistent with the Community Plan vision and General Plan's City of Villages strategy to comprehensively guide the transformation of the City-owned property within Sports Arena Community Village.

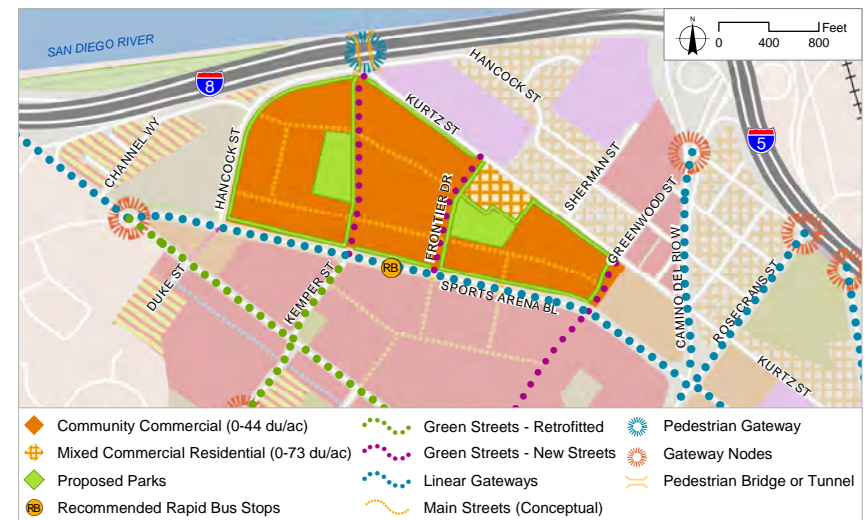
Vision

- A. Establish a pedestrian- and transit-oriented landmark entertainment destination.

Uses

- B. Identify a mix of entertainment, office, retail, residential, recreational, public, and park uses.
- C. Include an entertainment venue which could consist of the existing Sports Arena building, a new arena, or another entertainment facility.

FIGURE 2-3: SPORTS ARENA COMMUNITY VILLAGE





- D. Encourage on-site affordable housing.
- E. Support the continuation of existing retail uses in the village, including a swap meet or other outdoor retail market use.

Mobility

- F. Incorporate a new street, pedestrian, and bicycle network within the superblock to create a walkable scale for new development and improve public north-south access.
- G. Provide pedestrian paths that create connections between adjacent developments and/or properties.
- H. Coordinate with SANDAG and MTS to incorporate a future Rapid Bus station with a mobility hub into the village to create a strong transit connection.
- I. Encourage the use of shared structured parking serving multiple uses to efficiently meet parking needs.

Parks

- J. Identify the type, size, and location of a mix of parks and/or park equivalencies that meet the population-



A mix of uses including entertainment, retail, office, and residential uses, public spaces, and a multimodal mobility network will be incorporated within the Sports Arena Community Village. Image provided by RRM Design Group.

based park needs of residential uses located within the village, which can include plazas, urban greens, linear parks, and other park and recreational amenities as addressed in the Recreation Element. Include a central green or square as a focal point for the village.

- K. Create a multi-use urban path and linear park along Sports Arena Boulevard and the extension of Kemper Street, to enhance the public realm and provide a pedestrian and bicycle link to a future connection across I-8 as part of the Bay-to-Bay Link.

Urban Design and Public Realm

- L. Incorporate a main street with pedestrian-oriented retail uses.
- M. Provide active ground-floor uses in buildings with frontages along streets, public spaces, and parks.
- N. Incorporate space for an outdoor market, which can be on public right-of-way along main streets or at another public space.
- O. Improve Sports Arena Boulevard as the gateway to the village with a multi-use urban path and linear park.
- P. Consider raising the grade of new development to reduce the potential for future flooding.

Coastal Access

- Q. Provide a pedestrian and bicycle connection to the San Diego River Park and the Coastal Zone where feasible.

Implementation

- R. Provide a development phasing and implementation program that considers the existing long-term city property leases and addresses the implementation of public facilities, including on-site parks to serve residential uses.



FIGURE 2-4: SPORTS ARENA COMMUNITY VILLAGE DEVELOPMENT VISION

Conceptual renderings have been developed to illustrate the vision and plan policies for the community villages.

Development incorporating parking structures; can accommodate shared parking arrangements.

Park or plaza centrally located within village. Development facing park/plaza.

Horizontal mixed-use, retail along main street and residential fronting park/plaza.



Parking located behind buildings to support pedestrian activity.

Pedestrian spaces that can also support outdoor markets.

Development with active ground floor fronting linear park

Network of new streets provides connectivity within the superblock



2.4.2 DUTCH FLATS URBAN VILLAGE

The Community Plan envisions Dutch Flats as an employment and residential-focused urban village, as shown in Figure 2-5. Office uses and flex and innovation space will support and complement the Naval Base Point Loma - SPAWAR complex and provide opportunities for defense-related, research and development, other base sector industries to establish business locations in proximity to transit, Downtown, and San Diego International Airport.

The integration of retail, park, public space, and residential uses within the village along new streets (Charles Lindbergh Parkway and Dutch Flats Parkway) and pedestrian and bicycle infrastructure will create a walkable, transit-oriented, mixed-use employment village. Plazas or urban greens will function as focal points within the village by providing social and recreation opportunities for residents, employees, and visitors. The public spaces will be connected via the community's green street and multi-use urban path networks to other parks, San Diego

Bay, the San Diego River, and Mission Bay. To encourage pedestrian activity, buildings will front onto streets, pedestrian paths, and public spaces and incorporate active street-level uses. Improved pedestrian and bicycle facilities along Pacific Highway will facilitate access to the Old Town Transit Center, and the integration of a rapid bus station into the village will support transit use by employees, residents, and visitors. This vision for Dutch Flats Urban Village is illustrated in Figure 2-6.

POLICIES

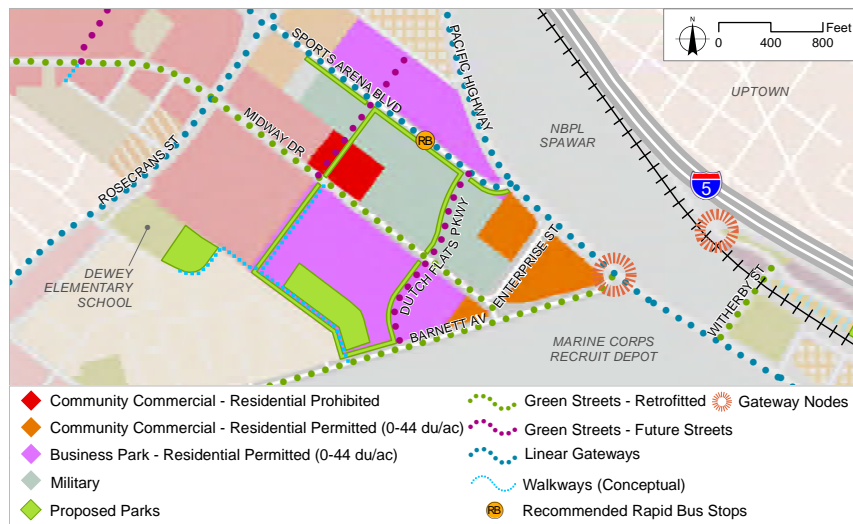
Vision

- LU-4.2** Establish a pedestrian- and transit-oriented urban village with an employment emphasis and a mix of commercial and residential uses to complement the employment uses.
- LU-4.3** Support the continued operation of the U.S. Navy's Regional Plant Equipment Office.
- LU-4.4** Support the continued use of the Navy's Regional Plant Equipment Office site for military purposes, and encourage new development on the site to integrate the complex into the village while maintaining security and force protection.

Uses

- LU-4.5** Provide employment uses which can include a mix of space for office, research and development, innovation, logistics, and technology uses.
- LU-4.6** Encourage the integration of residential uses with the employment uses in the village.
- LU-4.7** Encourage neighborhood-serving retail and dining uses within the business park-designated areas to reduce the need for employees and residents to drive.

FIGURE 2-5: DUTCH FLATS URBAN VILLAGE





- LU-4.8** Should private development occur on Navy properties in the Dutch Flats Urban Village, recommend the processing of a Master Planned Development Permit with a development plan to assure that the Community Plan's vision and intent for the village, including urban design, mobility and parks, is achieved.

Mobility

- LU-4.9** Incorporate new streets and pedestrian and bicycle facilities within the superblock to create a walkable scale for new development and improve north-south access.
- LU-4.10** Provide pedestrian paths that create connections between adjacent developments and/or properties.
- LU-4.11** Integrate a Rapid Bus station with a mobility hub into the village to create a strong transit connection.
- LU-4.12** Utilize shared structured parking serving multiple uses to efficiently meet the parking needs of the village.

Urban Design and Public Realm

- LU-4.13** Improve Midway Drive as the gateway to the village with a multi-use urban path.
- LU-4.14** Incorporate a main street with pedestrian-oriented retail uses.
- LU-4.15** Provide active ground-floor uses in buildings with frontages along streets, public spaces, and parks.
- LU-4.16** Incorporate green street improvements along Midway Drive, Dutch Flats Parkway, Charles Lindbergh Parkway, and Barnett Avenue.

Parks

- LU-4.17** Provide a mix of parks that meets the population-based park needs of residential uses located within the village, which can include plazas, urban greens, linear parks, and other park and recreational amenities as addressed in the Recreation Element.
- LU-4.18** Provide public spaces as focal points for recreation, events, and outdoor eating for employees.
- LU-4.19** Improve Charles Lindbergh Parkway and a portion of Barnett Avenue with linear parks.
- LU-4.20** Create a linear park and multi-use urban path along Sports Arena Boulevard and Dutch Flats Parkway, and a multi-use urban path along Barnett Avenue, to serve as a pedestrian and bicycle connection for the Bay-to-Bay link.
- LU-4.21** Provide a linear park and pedestrian walkway along the village's southwestern boundary from Barnett Avenue to the Dewey Elementary School, and along its western boundary from Dewey Elementary to Midway Drive.



Business park and other complementary uses will be developed with public spaces as focal points in the Dutch Flats Urban Village.

FIGURE 2-6: DUTCH FLATS URBAN VILLAGE DEVELOPMENT VISION

Conceptual renderings have been developed to illustrate the vision and plan policies for the community villages.

Developments that incorporate active ground floors and pedestrian nodes along main streets.

Park or plaza centrally located within village. Development facing park/plaza.

Linear parks provide recreation opportunities and connections to other parks.



Network of new streets provides connectivity within the superblocks.

New streets will feature non-contiguous sidewalks, street trees, bicycle facilities, and can incorporate storm water infiltration features.

Development entrances fronting linear park



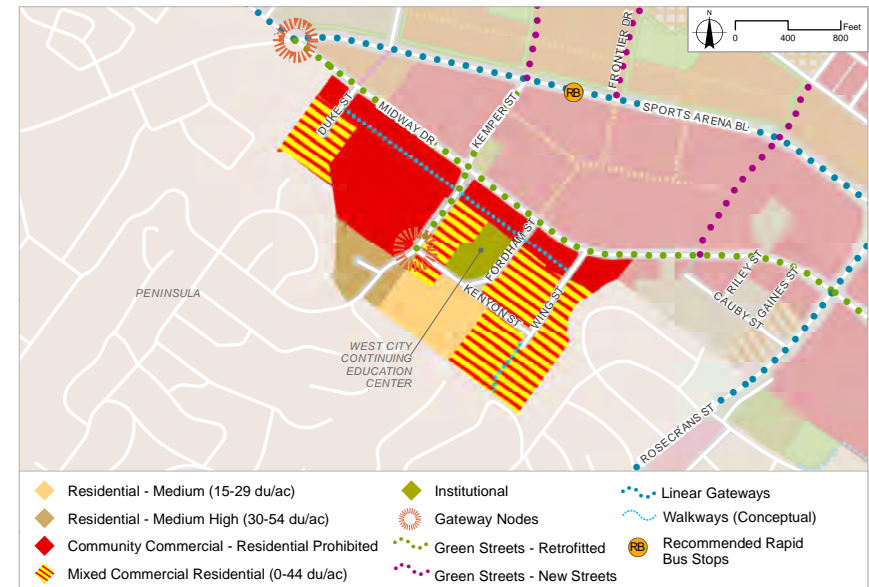
2.4.3 KEMPER NEIGHBORHOOD VILLAGE

The Community Plan envisions the Kemper Neighborhood Village as a pedestrian-oriented mixed-use neighborhood. The village will incorporate office, visitor, retail, residential, and institutional uses, as shown on Figure 2-7, with the San Diego Community College District's Continuing Education Center serving as a focal point of the village. A walkway from Duke Street to Wing Street will provide a pedestrian link through the village.

POLICIES

- LU-4.22** Encourage the incorporation of a public space activity node in the village for passive recreation, events, and outdoor eating, such as a plaza, pocket park, or urban green, as part of an office, visitor-oriented commercial, and/or residential use development.
- LU-4.23** Create a multi-use urban path along Midway Drive to serve as a pedestrian and bicycle connection for the Midway linear gateway.
- LU-4.24** Retain the Continuing Education Center as a public educational use and strengthen it as a focal point of the village.
 - A.** Design development adjacent to the Continuing Education Center to provide enhanced sidewalks along Fordham Street and Kemper Street frontages and provide pedestrian connections to the Continuing Education Center site.
 - B.** Apply the Mixed Commercial Residential land use designation at a density of 0-44 dwelling units without a community plan amendment should the Continuing Education Center relocate or close.
- LU-4.25** Encourage the construction of a walkway connecting Wing Street to Duke Street.
- LU-4.26** Encourage the integration of commercial uses fronting Midway Drive with the abutting uses by providing pedestrian access to a walkway connecting Wing Street to Duke Street.
- LU-4.27** Encourage future development to provide a landscaped setback along the slope that abuts single family residences in the Peninsula Community Plan area.

FIGURE 2-7: KEMPER NEIGHBORHOOD VILLAGE





2.4.4 ROSECRANS DISTRICT

The Community Plan envisions the Rosecrans District as a pedestrian-oriented commercial area, as shown on Figure 28. Large-format retail uses can be retained while incorporating infrastructure that provides improved pedestrian and bicycle access and smaller infill pedestrian-oriented retail spaces fronting Rosecrans Street, Midway Drive, and Sports Arena Boulevard. Public spaces, such as plazas or an urban green, can be incorporated into shopping centers to function as community spaces for outdoor eating and events.

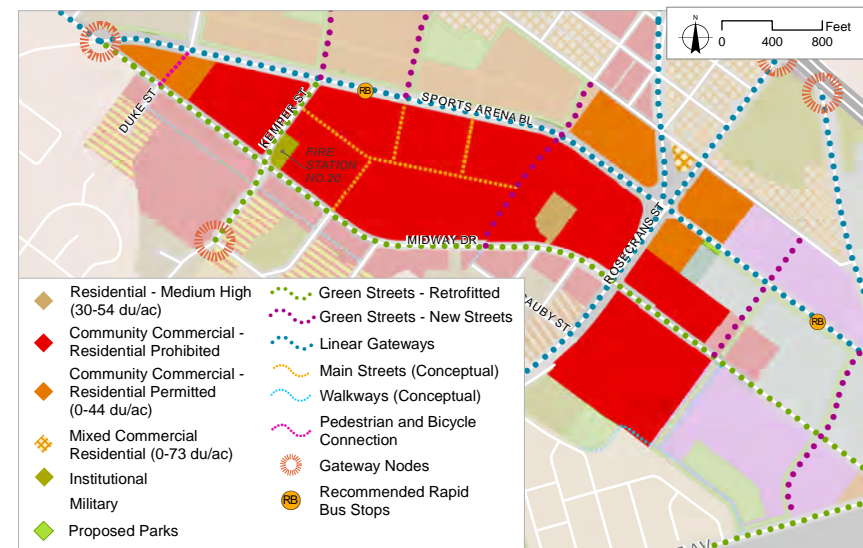
The superblock between Midway Drive and Sports Arena Boulevard is envisioned to be retrofitted with a pedestrian-oriented commercial main street lined with smaller infill retail uses and public spaces. Public or private streets and internal drives within the superblock can frame new and existing commercial uses and provide additional north-south access between Midway Drive and Sports Arena Boulevard, as addressed in the Mobility Element. Refer to the Mobility, Urban Design, and Recreation Elements for additional discussion and policies regarding planned improvements to Rosecrans Street, Sports Arena Boulevard, and the Rosecrans Street/Camino Del Rio West/Sports Arena Boulevard intersection.

POLICIES

- LU-4.28** Redesign existing commercial centers into pedestrian-oriented shopping, dining, and entertainment areas with public spaces as focal points.
- LU-4.29** Encourage active pedestrian-oriented streetfront retail uses for shopping, dining, and gathering along Sports Arena Boulevard, Midway Drive and Rosecrans Street.
- LU-4.30** Apply the Community Commercial - Residential Prohibited land use designation without a community plan amendment should Fire Station No. 20 relocate to another site in the community.

- LU-4.31** Encourage the transformation of the superblock bounded by Sports Arena Boulevard, Midway Drive, Kemper Street, and Rosecrans Street into to a pedestrian-, bicycle-, and transit-friendly commercial area.
 - A.** Provide a pedestrian design orientation that cohesively integrates a variety of active commercial uses along public and private streets and internal driveways.
 - B.** Develop a network of public or private streets and internal driveways with pedestrian and bicycle paths to break up the superblock and create a pedestrian scale for new development.
 - C.** Encourage the development of parking structures to reduce the amount of surface parking.
 - D.** Provide public spaces that serves as a focal point for passive recreation, events, and outdoor eating, such as plazas or urban greens.
- LU-4.32** Create multi-use urban paths along Sports Arena Boulevard and the south side of Rosecrans Street.

FIGURE 2-8: ROSECRANS DISTRICT





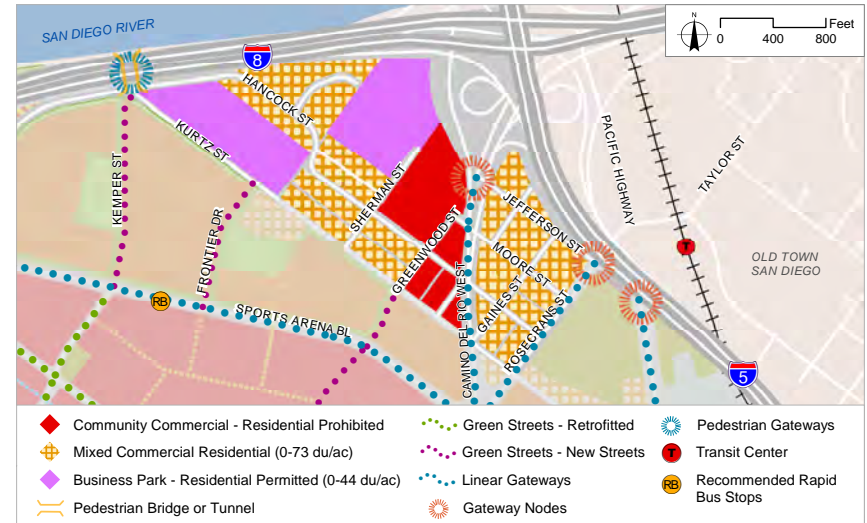
2.4.5 CAMINO DEL RIO DISTRICT

The Community Plan envisions a mix of urban residential uses and small and mid-size businesses throughout the district with retail and visitor commercial uses along Camino Del Rio West and Rosecrans Street. The western portion of the district includes areas designated for business park use to support flex space as well as residential uses, as shown on Figure 2-9. Camino Del Rio West and Rosecrans Street are envisioned to be improved as major gateways into the community with enhanced streetscapes to provide a sense of arrival.

POLICIES

- LU-4.33** Support the development of a mix of office, commercial, artisan food and beverage manufacturing, and urban residential uses.
- LU-4.34** Support of the development of flex space for business and light industry uses and complementary residential uses in the Business Park - Residential Permitted areas.
- LU-4.35** Support the development of retail, office, and visitor-oriented commercial uses along Camino Del Rio West and Rosecrans Street.
- LU-4.36** Encourage renovation, reuse and infill development along Camino Del Rio West and Rosecrans Street that contributes to the improvement of these community gateways by incorporating notable architecture and building design and gateway architectural elements.
- LU-4.37** Encourage streetscape treatments along Camino Del Rio West and Rosecrans Street to enhance the community's visual identity and incorporate community gateway elements that could include gateway signs.
- LU-4.38** Encourage development with varying building facades with a pedestrian scale, without a front setback or with a limited setback to form a defined street wall.

FIGURE 2-9: CAMINO DEL RIO DISTRICT



Existing buildings in the Camino Del Rio District can be renovated or reused for commercial and live/work uses, and new pedestrian-oriented development can incorporate commercial uses along with residential and shopkeeper units.



2.4.6 CHANNEL DISTRICT

The Community Plan envisions the Channel District as a residential-oriented area with complementary visitor and office commercial uses, as shown in Figure 2-10. The creation of a pedestrian and bicycle linkage along Sports Arena Boulevard to serve as a community gateway to the San Diego River Park and Mission Bay Park will enhance the public realm and support the development of pedestrian-oriented buildings.

POLICIES

- LU-4.39** Maintain and consider increasing the supply of affordable housing residential uses on the City-owned land within the Channel District.
- LU-4.40** Support the development of residential, retail, office, and visitor-oriented commercial uses along Sports Arena Boulevard and Channel Way.
- LU-4.41** Incorporate building and streetscape design along Sports Arena Boulevard that enhance the pedestrian and bicycle environment and incorporate community gateway elements to highlight the gateway from Mission Bay Park and San Diego River.

FIGURE 2-10: CHANNEL DISTRICT



Residential uses including affordable housing, commercial uses, and notable architecture marking the community gateway at I-8 are envisioned for the Channel District.



2.4.7 CAUBY DISTRICT

The Community Plan envisions the Cauby District as a pedestrian-oriented residential and commercial district, with pedestrian-oriented commercial uses along Midway Drive and Rosecrans Street as shown on Figure 2-11. The creation of a pedestrian and bicycle multi-use path along Midway Drive will connect Mission Bay Park and the San Diego River Park to San Diego Bay.

POLICIES

- LU-4.42** Encourage distinct and varying building facades with a pedestrian scale and a landscaped setback along neighborhood streets.
- LU-4.43** Support the use of excess right-of-way at Riley Street and Midway Drive to create a pedestrian plaza.
- LU-4.44** Create a multi-use urban path along Midway Drive to serve as a pedestrian and bicycle connection for the Midway link.
- LU-4.45** Encourage the development of a walkway from the western end of Cauby Street to Midway Drive.
- LU-4.46** Encourage the integration of the commercial uses fronting Midway Drive with the abutting residential uses by providing pedestrian access paths or walkways.
- LU-4.47** Encourage development to provide a landscaped setback abutting the single family residences in the Peninsula Community Plan area.

FIGURE 2-11: CAUBY DISTRICT



Existing and new residential development along neighborhood in the Cauby District can incorporate distinct and varying building facades with a landscaped setback.



2.4.8 KURTZ DISTRICT

The Community Plan envisions the Kurtz District as an employment area with office, research and development, and complementary residential uses which support and complement the Naval Base Point Loma (NBPL) - SPAWAR complex, as shown on Figure 2-12. Infrastructure and design improvements along Rosecrans Street and Pacific Highway will enhance the pedestrian and bicycle environment and the links to Old Town and Downtown. Improvements at the intersections of Pacific Highway with Barnett Avenue and Witherby Street are also envisioned to improve pedestrian and bicycle access and safety. Refer to the Mobility and Urban Design Elements for additional discussion and policies regarding improvements to Pacific Highway and Rosecrans Street.

POLICIES

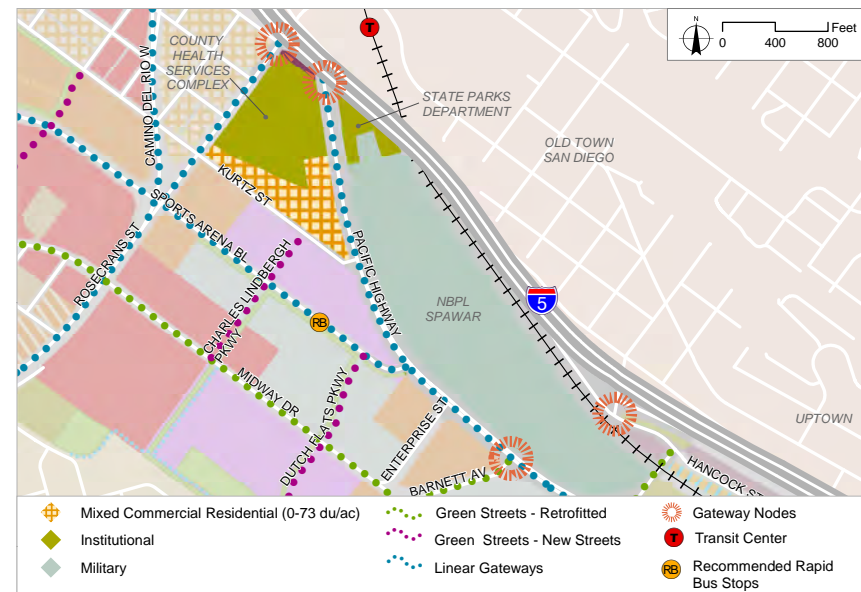
- LU-4.48** Incorporate building and streetscape design along Rosecrans Street and Pacific Highway that enhance the pedestrian and bicycle environment and incorporate community gateway elements to highlight the gateways from Old Town San Diego.
- LU-4.49** Work with the U.S. Navy to improve the streetscape and pedestrian and bicycle environment along Pacific Highway and Witherby Street fronting the NBPL - SPAWAR complex without compromising security.
- LU-4.50** Maintain the presence of the NBPL - SPAWAR complex in the community as the U.S. Navy's premier research and development facility.
 - A.** Should the U.S. Navy elect to redevelop the existing NBPL - SPAWAR complex, encourage the Navy to consult the Community Plan's vision of development that could serve as the focal point of the district while maintaining security and policies regarding pedestrian-oriented urban design and mobility improvements.

- B.** Consult and coordinate with the U.S. Navy regarding any proposed development projects or public improvements adjacent to the NBPL - SPAWAR complex.

LU-4.51 Apply the Business Park - Residential Permitted land use designation at a density of 0-44 dwelling units per acre without a community plan amendment should all or a portion of the County's Health Services Complex site become available for repurposing.

- A.** Consider extending Hancock and Moore Streets through the site to improve mobility connections for vehicles, pedestrians and bicycles.
- B.** Encourage new development to provide park space to serve any proposed residents.

FIGURE 2-12: KURTZ DISTRICT





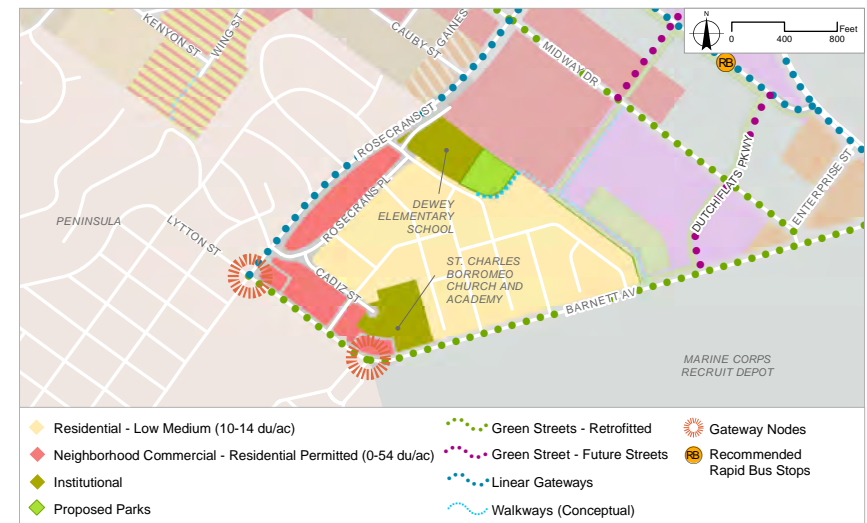
2.4.9 LYTTON DISTRICT

The Community Plan envisions the Lytton District as a residential-oriented district with mixed-use residential and neighborhood-serving commercial uses along Lytton Street and Rosecrans Street, as shown in Figure 2-13. Gateway Village, which comprises the majority of the District, provides housing for military families, and the Loma Theater on Rosecrans Street services as a community icon and gateway landmark. A pivotal component of the Community Plan is the creation of a pedestrian and bicycle linkages to NTC Park at Liberty Station and San Diego Bay along Lytton Street, Barnett Avenue, and Rosecrans Street. This pedestrian and bicycle linkage should be accommodated by new development in the district.

POLICIES

- LU-4.52** Encourage mixed-use neighborhood commercial uses along Rosecrans Street and residential uses along Rosecrans Place as part of single- or multiple-building developments.
- LU-4.53** Encourage the adaptive reuse of the Loma Theater for residential and neighborhood-serving commercial uses while preserving the exterior form of the building.
- LU-4.54** Encourage mixed-use neighborhood commercial and residential uses along Lytton Street and residential along Cadiz Street as part of single- or multiple-building developments that propose to consolidate properties between Lytton Street and Cadiz Street.
- LU-4.55** Encourage distinct and varying building facades with a pedestrian scale and a landscaped setback along Cadiz Street.
- LU-4.56** Incorporate a pedestrian and bicycle connection between Rosecrans Street, Liberty Station, and Dutch Flats Urban Village via Lytton Street and Barnett Avenue.
- LU-4.57** Incorporate a pedestrian and bicycle connection between the Peninsula community and the Old Town Transit Center via Rosecrans Street.
- LU-4.58** Encourage incorporation of park space and pedestrian walkways to connect Shoup Drive and Dewey Elementary School to the conceptual linear park along the boundary between the Lytton District and Dutch Flats Urban Village.
- LU-4.59** Should Dewey Elementary School relocate, the site should be considered for use as a public space, park, or recreational facility. If development of a public space, park or recreational use is infeasible, apply a Residential land use designation at a density of 30-54 dwelling units per acre without a community plan amendment and require on-site public park space to meet population-based needs.
- LU-4.60** Apply a Residential land use designation at a density of 30-54 dwelling units per acre without a community plan amendment should the St. Charles Borromeo Church, Convent, and Academy relocate.

FIGURE 2-13: LYTTON DISTRICT

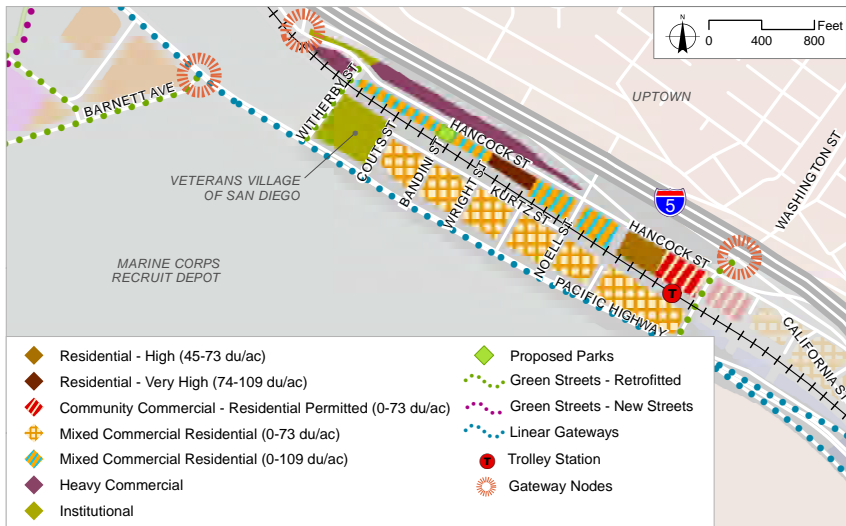




2.4.10 HANCOCK TRANSIT CORRIDOR

The Community Plan envisions the Hancock Transit Corridor as a multiple-use and mixed-use corridor connected to the Washington Street Trolley Station and the historic Mission Brewery, with a diverse mix of residential, office, and retail uses as shown in Figure 2-14. Residential development which can include workforce and affordable housing will activate the area and take advantage of nearby access to trolley service. Active pedestrian-oriented retail uses along Pacific Highway and Hancock Street will complement residential and office uses. Pacific Highway will be transformed into a linear gateway providing an enhanced pedestrian and bicycle connection between Old Town, Midway-Pacific Highway and Downtown. This street enhancement includes the installation of a multi-use urban path along the frontage road on Pacific Highway, and is further described in the Mobility and Urban Design Elements. The vision for the Hancock Transit Corridor is illustrated in Figure 2-15.

FIGURE 2-14: HANCOCK TRANSIT CORRIDOR



POLICIES

- LU-4.61** Support the incorporation of residential and commercial uses within the historic Mission Brewery building while preserving the exterior form of the building.
- LU-4.62** Support the construction of live/work quarters (for adaptive reuse of an existing building) and shopkeeper units (for new development) suitable for artists, innovators, craftspeople, and other businesses.
- LU-4.63** Support the development of residential and/or office uses at the MTS storage yard property adjacent to Hancock Street should the property become available for development.
 - A.** Incorporate a plaza or pocket park open to the public to provide a view corridor to Bandini Street.
 - B.** Encourage the site plan and building massing to maintain the grid block pattern.
 - C.** Consider the construction of a new trolley station should MTS/SANDAG relocate the Washington Trolley Station to the potential Intermodal Transit Center.
- LU-4.64** Encourage development with varying building facades and a pedestrian scale, without a front setback or with a limited setback to form a defined street wall.
- LU-4.65** Maintain the grid block pattern along Pacific Highway to promote pedestrian activity.
- LU-4.66** Support landscaping and walkways adjacent to the rail right-of-way that are compatible with rail operations to facilitate pedestrian connections to the Washington Trolley Station.
- LU-4.67** Enhance the pedestrian and bicycle environment along Hancock Street and Pacific Highway to support connections to the Washington Street Trolley Station, Old Town San Diego, and Downtown.



- LU-4.68** Encourage building and streetscape design along West Washington Street to enhance the pedestrian environment and community identity as gateway to the Pacific Highway Corridor and the Coastal Zone area.
- LU-4.69** Consider the development of pedestrian plazas and public or recreational space at unused right-of-way along Hancock Street, Pacific Highway, or at cross streets bisected by the rail corridor.
- LU-4.70** Consider development of a park and ride facility adjacent to the Washington Street Trolley Station and Pacific Highway.
- LU-4.71** Work with property owners along Hancock Street to provide a mini park at the former alignment of Bandini Street east of the rail corridor.
- LU-4.72** Apply a Community Commercial - Residential Permitted land use designation at a density of 45-74 dwelling units per acre without a community plan amendment to the Veterans Village of San Diego site should the facility close or relocate.
- LU-4.73** Collaborate with neighborhood businesses on Hancock Street to identify and evaluate options to improve multi-modal mobility and safety and increase and manage the supply of public parking, which could include the use of the City-owned parcel at Hancock and Witherby Streets for additional public parking.



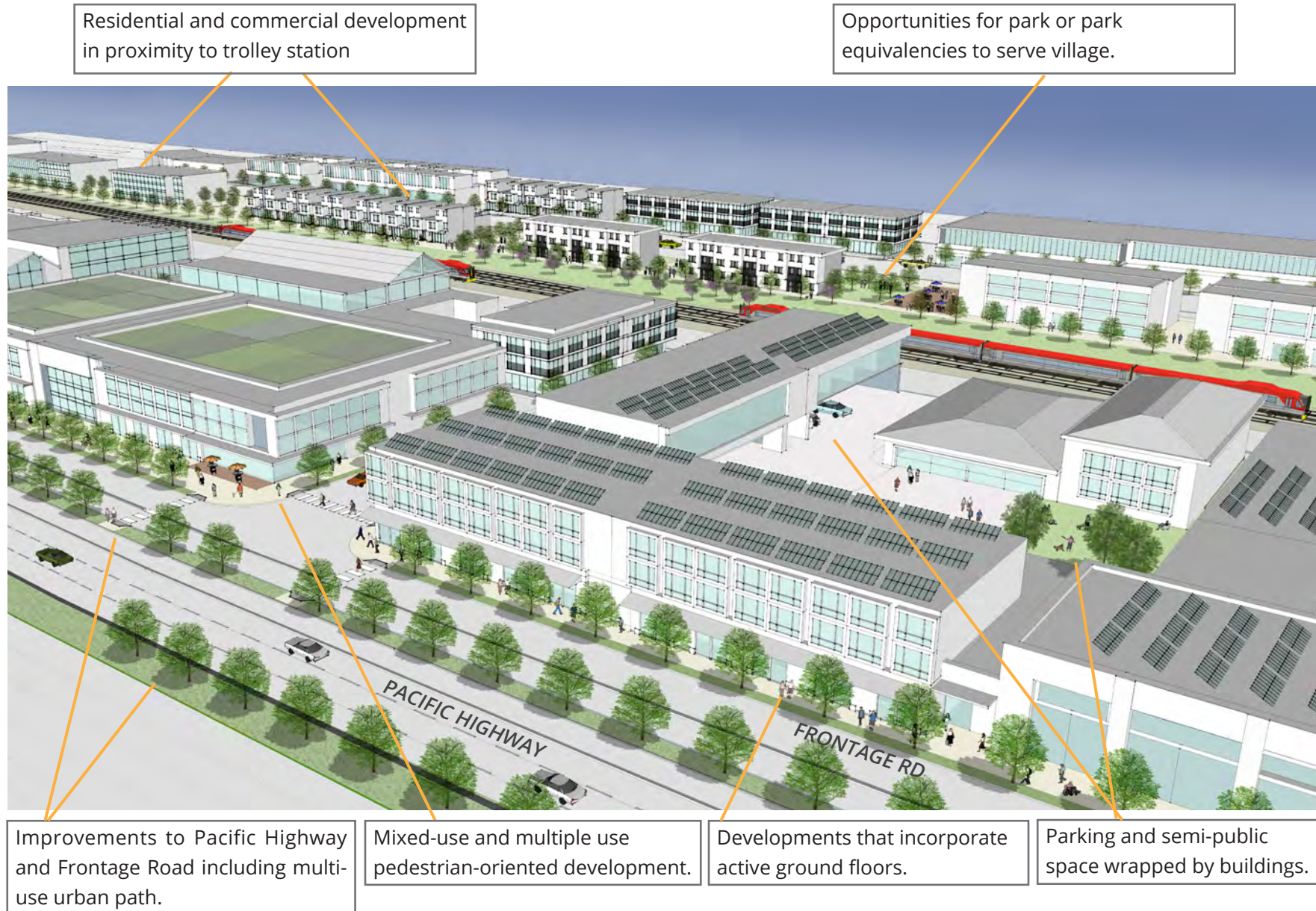
Commercial and residential development that takes advantage of transit access, and which can include shopkeeper and live/work units, is encouraged in Hancock Transit Corridor.



Pedestrian-oriented development that incorporates building facades with visual interest and a human scale will encourage and support pedestrian activity and neighborhood vitality in the Hancock Transit Corridor.

FIGURE 2-15: HANCOCK TRANSIT CORRIDOR DEVELOPMENT VISION

Conceptual renderings have been developed to illustrate the vision and plan policies for the community villages.





2.4.11 KETTNER DISTRICT

The Community Plan envisions the Kettner District with a mix of residential, visitor, office, and commercial uses that benefit from access to transit at the Middletown Station and the Intermodal Transit Center (ITC), the San Diego International Airport (SDIA), and Downtown (see Figure 2-16). The Pacific Highway corridor will evolve into a linear gateway through infrastructure and urban design improvements to function as a community gateway and pedestrian and bicycle link to Downtown and the San Diego Bay. Limits on land uses, building intensities and residential densities, and structure heights in the Kettner District are required by the SDIA Land Use Compatibility Plan due to its proximity to the airport runway.

A portion of the Kettner District is within the Coastal Zone and is subject to the California Coastal Act. Also within the Coastal Zone area are tidelands and other properties within the jurisdiction of the San Diego Unified Port District. The policies of the Coastal Act are implemented by the Midway - Pacific Highway Local Coastal Program (incorporated into this Community Plan) and the Port of San Diego Port Master Plan. Not including street and rail right-of-way, the Coastal Zone includes 10.5 acres of Port District property and 1.5 acres of private property within the Kettner District. The Port District has land use jurisdiction on Port Tidelands and Port District-owned property (denoted as Port Properties). The City, Port District, and Airport Authority integrate their planning efforts within the Coastal Zone consistent with the Coastal Act.

The San Diego Association of Governments (SANDAG) is proposing the ITC as a major transit and passenger rail hub to serve the airport (see also the Mobility Element). The ITC will provide a focal point for the district, complemented by an enhanced pedestrian and bicycle environment and streetscape along Pacific Highway and Kettner Boulevard. As a gateway into San Diego, it has the potential to attract visitor and office commercial uses to the district.

FIGURE 2-16: KETTNER DISTRICT



POLICIES

- LU-4.74** Encourage residential and mixed commercial and residential development between West Washington Street and Vine Street north of the rail corridor.
- LU-4.75** Encourage the development of office and industrial space suitable for technology, green, and innovative businesses within Urban Industrial designated areas.
- LU-4.76** Encourage office and visitor commercial uses adjacent to the Middletown Trolley Station.
- LU-4.77** Support business, visitor-oriented, and public land uses within the Port Tidelands consistent with the San Diego Port Master Plan.



- LU-4.78** Ensure that future uses, building intensity, and structure heights are compatible with the safety zones, noise contours, and airspace protection surfaces identified in the Airport Land Use Compatibility Plan for San Diego International Airport.
- LU-4.79** Emphasize Pacific Highway as a linear gateway with streetscape, signage, pedestrian, and bicycle improvements.
- LU-4.80** Enhance the pedestrian and bicycle environment and building frontages along Kettner Boulevard, Palm Street, Sassafras Street, and Pacific Highway.
- LU-4.81** Encourage development with varying building facades and a pedestrian scale, without a front setback or with a limited setback to form a defined street wall.
- LU-4.82** Provide and emphasize physical access to San Diego Bay via Sassafras, Palm, and Laurel Streets, and maintain bay views from the public right-of-way at Kettner Boulevard and Redwood, Palm, and Olive Streets as feasible.



Urban Industrial-designated areas in the Kettner District can provide space for technology, innovation, creative, and light industrial businesses.

- LU-4.83** Emphasize Laurel Street and Palm Street as connections between I-5 and San Diego Bay through streetscape enhancements.
- LU-4.84** Support the development of an Intermodal Transit Center as a major transportation hub for the region.
 - A.** Encourage building and site design that creates a focal point for the district, which can include providing active frontages, limiting blank walls, and creating a street wall with varying facades.
 - B.** Enhance pedestrian and bicycle mobility within the district by supplementing planned multi-modal facilities.
 - C.** Provide vehicle parking within a parking structure (above or below ground) and/or at a shared airport parking facility on airport property.
 - D.** Provide public space that could include a plaza.
 - E.** Provide view opportunities to San Diego Bay where feasible.
- LU-4.85** Coordinate planning efforts with the San Diego Unified District Port District and the San Diego County Regional Airport Authority.
 - A.** Encourage buildings and streetscape improvements that enhance the visual character along Pacific Highway.
 - B.** Encourage the installation of pedestrian and bicycle improvements along Pacific Highway.
 - C.** Encourage the development of shared parking programs or solutions for Port tenants, visitors, and commercial and industrial businesses.



2.4.12 MARINE CORPS RECRUIT DEPOT

The Community Plan envisions maintaining U.S. Marine Corps Recruit Depot San Diego as an active military installation and an iconic landmark of San Diego's military history. The community plan includes the Marine Corps Recruit Depot area to identify and maintain its land use importance for national defense.

The main focus of the United States Marine Corps Recruit Depot San Diego is the training and "the making of Marines." Construction of the base took place from 1919 through 1926, primarily on reclaimed tidelands. Many of the Depot's buildings have Spanish Colonial Revival style architecture. The overall site and specific building plans were developed the same architect who designed the buildings in San Diego's Balboa Park for the 1915 Panama-California Exposition. Twenty-five of the Depot's buildings are on the National Register of Historic Places.

POLICIES

- LU-4.86** Support and retain the U.S. Marine Corps Recruit Depot San Diego as a recruit training installation for national defense.
- LU-4.87** Consult and coordinate with U.S. Marine Corps regarding any proposed development projects or public improvements adjacent to the U.S. Marine Corps Recruit Depot San Diego.
- LU-4.88** Assure continuity and compatibility between the City and the U.S. Marine Corps through the coordination of planning efforts.
- LU-4.89** Prepare a specific plan to address the reuse of the property should the U.S. Marine Corps Recruit Depot San Diego close and the federal government determines that the property is not needed for another military use.

2.5 AIRPORT LAND USE COMPATIBILITY

The Airport Influence Area for San Diego International Airport includes portions of the Midway - Pacific Highway Community. The Airport Influence Area serves as the planning boundary for the Airport Land Use Compatibility Plan, and is divided into two review areas. Review Area 1 is composed of the airport's noise contours, safety zones, airspace protection surfaces, and overflight areas. Review Area 2 is composed of the airspace protection surfaces and overflight areas. The Airport Land Use Commission for San Diego County adopted the Airport Land Use Compatibility Plan for San Diego International Airport to establish land use compatibility policies and development criteria for new development within the Airport Influence Area to protect the airport from incompatible land uses and provide the City with development criteria that will allow for the orderly growth of the area surrounding the airport. The policies and criteria contained in the Airport Land Use Compatibility Plan are addressed in the General Plan (Land Use and Community Planning and Noise Elements) and implemented by the supplemental development regulations in the Airport Land Use Compatibility Overlay Zone of the San Diego Municipal Code. Refer also to the Kettner District section of this Element and to the Noise Element.

POLICY

- LU-5.1** Ensure that planning efforts address airport land use compatibility issues consistent with land use compatibility policies and regulations in the Airport Land Use Compatibility Plan for San Diego International Airport and the Municipal Code.



2.6 COMMUNITY PLAN IMPLEMENTATION OVERLAY ZONE

The Community Plan Implementation Overlay Zone (CPIOZ) is applied within the boundaries of the Midway – Pacific Highway Community Plan per Chapter 13, Article 2, Division 14 of the Municipal Code, as shown on Figure 2-19, to provide supplemental development regulations that are tailored to implement the vision and policies of this Community Plan. Where there is a conflict between a CPIOZ supplemental development regulation in this section and the development regulation of the applicable base zone, the CPIOZ supplemental development requirement applies.

As stated in the CPIOZ Municipal Code regulations, any development permit application within the boundaries of CPIOZ - Type A where the proposed development complies with the supplemental development regulations can be processed ministerially. Any development permit application within the boundaries of CPIOZ - Type A that does not comply with the supplemental development regulations in this section requires a Process Three Site Development Permit. Any development within the boundaries of CPIOZ - Type B requires a Process Three Site Development Permit. Interior building improvements that do not involve a change of use or provide additional floor area or improvements that do not require a construction permit are not subject to CPIOZ, and exceptions to CPIOZ may be granted for proposed development that is minor, temporary, or incidental and is consistent with the intent of CPIOZ.

SPORTS ARENA COMMUNITY VILLAGE CPIOZ - TYPE B

The intent of the Sports Arena Community Village CPIOZ - Type B is to require the preparation of a comprehensive specific plan or master plan for the City-owned parcels in the Sports Arena Community Village prior to significant new development within the village to implement the Community Plan's vision, and to allow maximum permitted development density and/or floor area to be calculated based on site area before dedication of the right-of-way for planned new streets and/or area for new linear parks, parks, and other park equivalencies. The CPIOZ also addresses greenhouse gas emissions from new development in the village by prohibiting the incorporation of wood and gas fireplaces in new dwelling units.

SPORTS ARENA COMMUNITY VILLAGE CPIOZ - TYPE B SUPPLEMENTAL DEVELOPMENT REGULATIONS

Requirement

- SDR-1** For any development within the boundaries of the Sports Arena Community Village CPIOZ that proposes an increase in floor area or the development of residential use(s), a specific plan or a development plan with a Master Planned Development Permit (PDP) shall be required. The decision of which type of plan is required (specific plan or development plan with a Master PDP) shall be made by the Development Services Director. For a specific plan, a community plan amendment initiation is not required if the proposed scope or objectives are consistent with the Community Plan's vision regarding village development, mobility, parks, and urban design.
- SDR-2** Wood and gas fireplaces shall not be permitted in any new dwelling unit within the boundaries of the Sports Arena Community Village CPIOZ. Gas fireplaces are permitted in common amenity spaces.



Incentive

SDR-3 Allow development on properties within the Sports Arena Community Village CPIOZ to calculate maximum allowable residential density and/or floor area based on the entire parcel area including the public right-of-way provided for new streets and the area provided for new parks, linear parks, and other park equivalencies.

SPORTS ARENA BOULEVARD STREETSCAPE CPIOZ - TYPE A

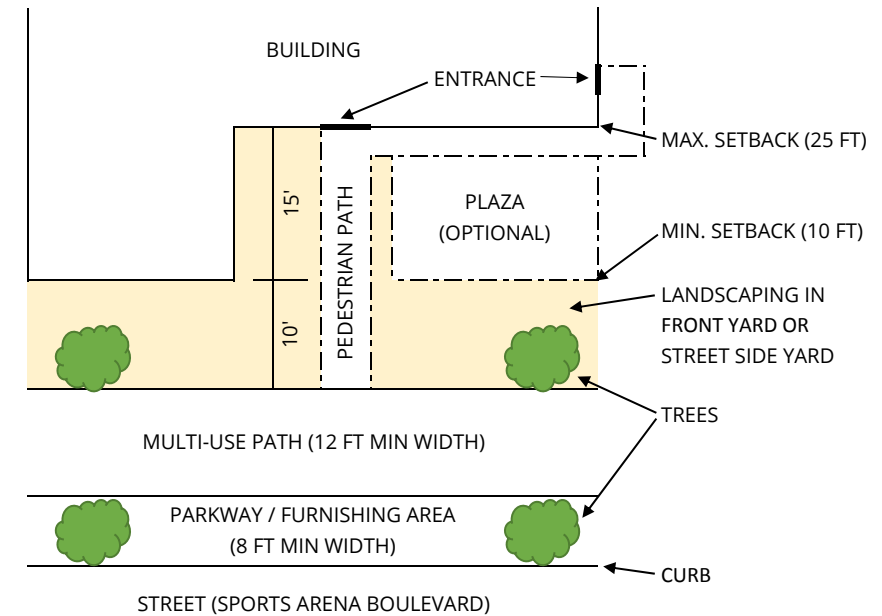
The intent of the Sports Arena Boulevard Streetscape CPIOZ - Type A is to create a streetscape along Sports Arena Boulevard that reflects its importance as part of the Bay-to-Bay connection and provides continuity between planned linear parks in the Sports Arena and Dutch Flats villages. The supplemental development regulations below either apply to a development's front yard or street side yard, depending on its orientation to Sports Arena Boulevard. For additional information on the planned mobility and streetscape improvements for the Bay-to-Bay multi-use path, refer to Mobility Element Sections 3.2 and 3.3 and Figure 3-15 and Urban Design Element Section 4.4. As an incentive for development on properties within this CPIOZ, SDR-7 allows proposed development to calculate maximum allowable residential density and/or floor area based on the entire parcel area including the public right-of-way provided for the enhanced streetscape.

SPORTS ARENA BOULEVARD STREETSCAPE CPIOZ - TYPE A SUPPLEMENTAL DEVELOPMENT REGULATIONS

Requirements

SDR-4 Development shall provide 20 feet of public right-of-way from the curb to the property line. Within the 20 feet of public right-of-way, development shall provide a multi-use

FIGURE 2-17: SPORTS ARENA BOULEVARD STREETSCAPE DIAGRAM



path with a minimum width of 12 feet and, between the curb and the multi-use path, a parkway / furnishing area with a minimum width of 8 feet that incorporates tree wells.

- SDR-5** Development shall provide street trees in the tree wells within the public right-of-way consistent with the Community Plan's street tree palette for Sports Arena Boulevard (refer to Appendix A).
- SDR-6** Development shall observe a minimum front setback or street side setback of 10 feet and a maximum front setback or street side setback of 25 feet along Sports Arena Boulevard (see Figure 2-17).
- A.** Within the front yard or street side yard along Sports Arena Boulevard, development shall provide a row of



trees parallel to the multi-use path, equal in number to the required street trees; and consistent with the street tree palette for Sports Arena Boulevard in Appendix A; and landscaping.

- B. Within the front yard or street side yard between the minimum setback and the maximum setback (if applicable), development may provide publicly accessible, privately owned pedestrian path(s), plaza space, and/or landscaping.

SDR-7 Development shall provide a pedestrian path from the sidewalk on Sports Arena Boulevard to the building entrance.

Incentive

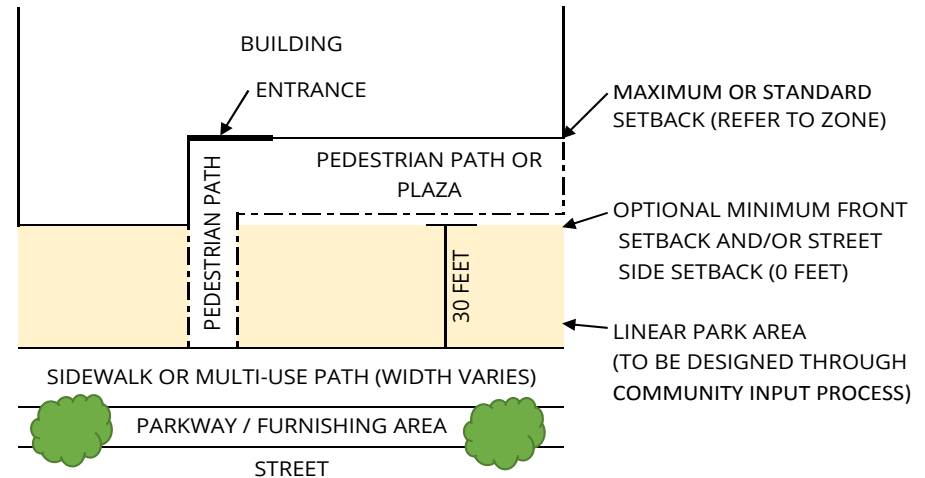
SDR-8 Allow development on properties within the Sports Arena Boulevard Streetscape CPIOZ to calculate maximum allowable residential density and/or floor area based on the entire parcel area including the public right-of-way provided for the enhanced streetscape.

DUTCH FLATS URBAN VILLAGE CPIOZ - TYPE A

The intent of the Dutch Flats Urban Village CPIOZ - Type A is to implement the Community Plan vision by ensuring the provision of space within the village to implement planned linear parks which will form a portion of the Bay-to-Bay connection, and to allow maximum permitted residential density and/or floor area to be calculated based on site area before dedication of the right-of-way for planned streets or area for planned linear parks, parks, and other park equivalencies. The planned linear parks and other parks are shown on Figure 2-1 and described in Table 8-1, and will provide recreational space for residents and employees.

Figure 2-18 illustrates the supplemental development regulations regarding planned linear parks. All public linear parks will be required to provide population-based park amenities and components as

FIGURE 2-18: DUTCH FLATS URBAN VILLAGE LINEAR PARK DIAGRAM



identified in General Plan Table RE-2, Park Guidelines. The amenities and components will be identified in a general development plan to be prepared in accordance with Council Policy 600-33, "Community Notification and Input for City-Wide Park Development Projects." The area covered by pedestrian paths that cross the linear park area should be limited to ensure the continuity and usability of the planned linear parks.

This CPIOZ also addresses greenhouse gas emissions from new development in the village by prohibiting the incorporation of wood and gas fireplaces in new dwelling units.

Additionally, the CPIOZ also provides incentives for development on properties within the village which allow maximum floor area and/or residential density to be calculated on the parcel area including the area set aside for new streets, linear parks, and/or other parks and park equivalencies, and allow reduced setbacks along linear parks.



DUTCH FLATS URBAN VILLAGE CPIOZ - TYPE A SUPPLEMENTAL DEVELOPMENT REGULATIONS

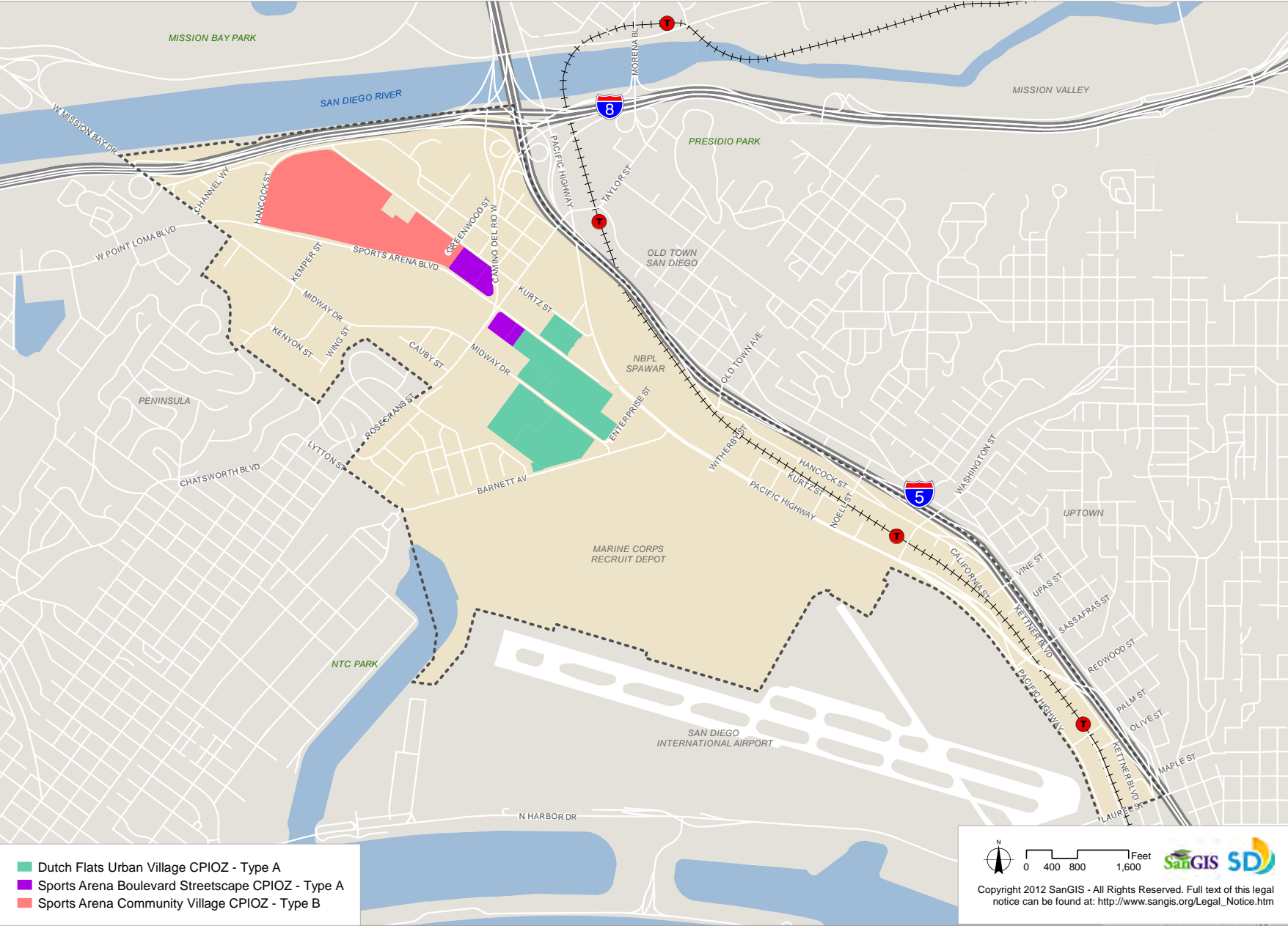
Requirements

- SDR-9** Development on properties identified as Dutch Flats Urban Village CPIOZ - Type A shall dedicate in fee ownership or record a recreation easement for the public linear park area adjacent to the public right-of-way where a linear park is planned. The public linear park area dedicated or within the recreation easement shall be a minimum of thirty (30) feet in width measured from the public right-of-way.
- SDR-10** Walkways abutting proposed buildings shall be located outside of the linear park area.
- SDR-11** Proposed buildings shall orient a primary façade or entrance to the public linear park.
- SDR-12** The square footage of the pedestrian paths across the public linear park to proposed development shall not exceed 10 percent of the square footage of the public linear park.
- SDR-13** The number of curb cuts and driveways across the public linear park shall not exceed the maximum number permitted by the Municipal Code.
- SDR-14** The land reserved for a public linear park shall be exempt from the City's Landscape Regulations. Minimal landscaping and groundcover shall be provided as an interim condition prior to park planning and development.
- SDR-15** Wood and gas fireplaces shall not be permitted in any new dwelling unit within the boundaries of the Dutch Flats Urban Village CPIOZ. Gas fireplaces are permitted in common amenity spaces.

Incentives

- SDR-16** Allow development on properties within the Dutch Flats Urban Village CPIOZ to calculate maximum allowable residential density and/or floor area based on the entire parcel area including the public right-of-way provided for new streets and the area provided for new parks, linear parks, and other park equivalencies.
- SDR-17** Allow development on properties where land is reserved for a public linear park to reduce the minimum front setback and/or minimum side setback to zero feet abutting the planned public linear park.

FIGURE 2-19: MIDWAY - PACIFIC HIGHWAY CPIOZ





MOBILITY

3

- 3.1 Vision
- 3.2 Walkability
- 3.3 Bicycling
- 3.4 Transit
- 3.5 Street and Freeway Systems
- 3.6 Intelligent Transportation Systems (ITS)
- 3.7 Transportation Demand Management
- 3.8 Parking Management
- 3.9 Goods Movement and Freight Circulation



INTRODUCTION

The Community Plan envisions that the existing mobility system will evolve to allow all transportation modes to play a role in serving the travel needs of the community. Creative and thoughtful transportation improvements and technology will play a role in creating a balanced and well-integrated mobility system that facilitates efficient travel for all transportation modes. The planned mobility system will serve pedestrians, bicyclists, cars, and transit. Multimodal enhancements will be made to the existing mobility system, which include operational improvements, new streets, retrofitting existing streets with new pedestrian and bicycle facilities, intelligent transportation systems, and transportation demand management programs.

The community has portions of an interconnected grid-like street network with small blocks, as well as arterial streets that form large blocks and serve both local traffic and traffic from adjacent communities. The superblocks limit north-south connectivity, which causes a majority of north-south vehicular traffic to use the Rosecrans Street/Camino Del Rio West corridor. As development occurs on these superblocks, new roadway connections and improvements will increase north/south interconnectivity for all modes and will increase network capacity. New streets and street extensions will be designed as “complete streets” (see Box 3-1) to enable safe, attractive, and comfortable access and travel for motorists, pedestrians, bicyclists, and transit riders. Improvements to existing streets will reflect complete streets principles as feasible, given right-of-way and design constraints.

Enhancing the operation and appearance of the community's streets is integral to enhancing the overall image and experience of the community. As part of the planned mobility framework, Rosecrans Street, Pacific Highway, Midway Drive, Barnett Avenue/Lytton Street, and Sports Arena Boulevard will serve as multimodal corridors, providing connections between the San Diego River, Mission Bay, San Diego

MOBILITY GOALS

- Complete, safe, and attractive pedestrian linkages to regional recreational amenities, community destinations, and adjacent communities.
- A complete, safe, and efficient bicycle network that connects to community and regional destinations, surrounding communities, and the regional bicycle network.
- High-frequency transit service as a mode of choice for residents, employees, and visitors.
- A mobility system that provides adequate capacity and improved regional access for vehicular traffic and incorporates complete streets features and facilities wherever possible.
- Enhancements to streetscapes and street functionality that support pedestrian, bicycle, and transit activity.
- Efficient parking that is consistent with and supports the community's desired character.
- Safe and efficient truck routes for access to San Diego International Airport and community businesses that minimize the negative impacts associated with commercial truck traffic.

Bay, and the Peninsula, Uptown, and Downtown communities. The right-of-way will incorporate feasible urban greening improvements, as discussed in the Urban Design Element.

This Element provides a vision, goals, and policy guidance to improve multimodal mobility and meet future mobility needs in Midway - Pacific Highway. The Mobility Element of the City's General Plan provides additional policy guidance as well as a Traffic Calming Toolbox.

3.1 VISION

The Community Plan envisions meeting the transportation demand in the community by improving major street corridors according to complete streets principles to accommodate multiple modes of travel; by creating new streets and freeway connections; and by optimizing the function and capacity of the community's roads. Improving the appearance of Midway – Pacific Highway's streets is also envisioned to enhance the image and experience of the community.

The mobility vision includes a public realm, consisting of the public right-of-way and public and semi-public areas within private development, which provides attractive and comfortable pedestrian and bicycle facilities throughout the community and connecting to adjacent communities and recreational resources. Multi-use urban paths along major streets, as shown in Figure 3-2, will serve as linkages, enhance the pedestrian environment, and provide a sense of place within districts and villages. The urban paths will allow for shared pedestrian and bicycle use. The public right-of-way will also incorporate urban greening improvements, through the planting of street trees and landscaping, to create a pleasant and attractive travel environment. Parkways with street trees and landscaping will provide a buffer from vehicular traffic wherever possible.

The vision for walkability includes development that incorporates pedestrian plazas, paths, and other pedestrian amenities to complement the urban paths and other pedestrian facilities and further encourage walking as a mode of transportation. Enhancing pedestrian facilities and designing buildings to encourage pedestrian activity will support pedestrian, bicycle, and transit activity. The vision for bicycling includes new and enhanced bicycle connections between transit and employment and residential areas, to the regional bicycle network; and to San Diego Bay, Mission Bay, and the San Diego River.

BOX 3-1: COMPLETE STREETS IMPROVEMENTS

Complete Streets are designed to enable safe access for all users, so that pedestrians, bicyclists, motorists, and transit users of all ages and abilities are able to safely move along and across the street. Complete streets improvements can include the following where needed and feasible:

- Wider sidewalks with continental crosswalks
- Bicycle facilities
- Vehicular and pedestrian-scale lighting
- Street trees
- Landscaped center medians
- Reduction in curb cuts



Complete Streets include features to serve all travel modes (vehicular, transit, pedestrian, and bicycle). Source: NACTO Urban Street Design Guide 2013.



Improved intersections and bicycle and pedestrian infrastructure will support and encourage active transportation modes.

The mobility vision includes improved access to regional transit and increased transit use to achieve sustainability goals. The Regional Plan includes future Rapid Bus service along Sports Arena Boulevard and Rosecrans Street, connecting to the Old Town Transit Center. The Community Plan envisions future Rapid Bus stations at the Sports Arena Community Village and Dutch Flats Urban Village to support planned residential and employment uses. Other transit options such as modern streetcars or community circulators, with a possible extension to Mission Beach or Ocean Beach, could be pursued. The planned complete streets improvements, further described in the Walkability and Bicycling sections and the Urban Design Element, will improve safety and comfort for pedestrian and bicyclists traveling to transit stops and stations.

Streets are the framework for the improvements and serve as conduits for pedestrians, bicycles, transit, and vehicles. They form the arteries of the community's mobility system that connect it internally and to surrounding communities and freeways. The Community

Plan envisions enhancing Midway-Pacific Highway's mobility system with new street and freeway connections, improved intersections, and new and improved pedestrian and bicycle infrastructure. New streets and street extensions will be designed according to complete streets principles. Intelligent Transportation Systems (ITS) tools and Transportation Demand Management (TDM) programs will help address the mobility needs of the community by maximizing existing roadway capacity and reducing congestion and parking demand in a cost-effective manner. The vision includes the management of parking to complement the planned mobility improvements.



Enhanced transit stops and planned Rapid Bus service will improve access to regional transit and increase transit use.

3.2 WALKABILITY

The Community Plan envisions a public realm that provides attractive and comfortable pedestrian facilities that connect to adjacent communities and recreational resources, and that improve the community's environment and image. Multi-use urban paths along major streets, as shown in Figure 3-2, will serve as linkages between San Diego Bay and Mission Bay, as well as other community and regional destinations; enhance the pedestrian and urban environment; and provide a sense of place within districts and villages. The urban paths will be wide enough to encourage pedestrian use and allow for share bicycle use, and will be buffered and shaded by street trees within the parkway where possible or on adjacent private property where necessary. Parkway with street trees and landscaping will buffer pedestrians from vehicular traffic wherever possible.

BOX 3-2: PEDESTRIAN ROUTE TYPES

- **District sidewalks** support heavy pedestrian levels in higher density mixed-use areas.
- **Corridor sidewalks** support moderate pedestrian levels along commercial and mixed-use corridors.
- **Connector sidewalks** support low pedestrian levels and connect to corridor and district sidewalks.
- **Neighborhood sidewalks** support low to moderate pedestrian levels in residential areas.
- **Ancillary pedestrian facilities** include bridges over streets and paths, walkways, promenades, plazas and courtyards away from streets.

The incorporation of pedestrian plazas, paths, and other pedestrian amenities and pedestrian-oriented building design as part of development projects will complement the public sidewalks and urban paths and further encourage pedestrian, bicycle, and transit activity. Refer to the Land Use, Villages, and Districts Element for policies regarding recommended pedestrian walkways.

Pedestrian facilities are shown in Figure 3-1, and are classified based on pedestrian facility type definitions in the citywide Pedestrian Master Plan as found in Box 3-2. The classifications relate to potential facility designs and design treatments to address pedestrian needs. Key pedestrian improvement locations are listed in Box 3-3, and improvement concept drawings are included in this Element.

POLICIES

- ME-2.1** Implement the multi-use urban path system, which includes the La Playa Trail Urban Path, the Bay-to-Bay Urban Path, Midway Urban Path, and the Highway 101 Urban Path.
- ME-2.2** Support and promote walkability and connectivity through the construction of sidewalk and intersection improvements throughout the community. Pedestrian improvement locations should include, but are not limited to, the locations listed in Box 3-3.
- ME-2.3** Install missing sidewalks and curb ramps throughout the community. Prioritize improvements along the multi-use urban path system.
- ME-2.4** Seek additional right-of-way for pedestrian facilities.
- ME-2.5** Remove accessibility barriers along pedestrian paths of travel in the public right-of-way, which may include the undergrounding of public utilities and relocation of transit shelters to widen the pedestrian pathways.



A system of multi-use urban paths will provide attractive and safe connections for pedestrians and bicycles within the community and to nearby regional recreational amenities.

BOX 3-3: KEY PEDESTRIAN IMPROVEMENT LOCATIONS

- Sports Arena Boulevard (Figure 3-8)
- Midway Drive (Figure 3-9)
- Pacific Highway (Figure 3-10)
- Rosecrans Street (Figures 3-11 and 3-12)
- Camino del Rio West
- Barnett Avenue / Lytton Street (Figure 3-13)
- Sports Arena Boulevard / W. Point Loma Boulevard / Midway Drive intersection (Figure 3-14)
- Sports Arena Boulevard / Rosecrans Street / Camino del Rio West intersection (Figure 3-15)
- Pacific Highway / Barnett Avenue / Witherby Street intersection (Figure 3-16)

- ME-2.6** Provide ADA-compliant pedestrian ramps, high visibility continental crosswalks, advanced stop bar placement and pedestrian countdown timers at all signalized intersections.
- ME-2.7** Improve the pedestrian environment adjacent to transit stops and schools through the installation and maintenance of signs, lighting, high-visibility crosswalks, and other appropriate traffic calming measures.
- ME-2.8** Encourage the implementation of the pedestrian walkways to improve pedestrian route connectivity.
- ME-2.9** Install adequate street lighting along pedestrian routes throughout the community with priority on higher pedestrian/vehicle conflict areas.
- ME-2.10** Coordinate with San Diego Association of Governments (SANDAG) and the California Department of Transportation (Caltrans) to facilitate the development of a bicycle and pedestrian connection from the Sports Arena Community Village to the San Diego River Park.
- ME-2.11** Coordinate with Caltrans to improve the pedestrian and bicycle environment, improve access to nearby communities, and reduce conflicts with motor vehicles at all freeway undercrossings and overcrossings.
- ME-2.12** Coordinate with Caltrans to enhance the Palm Street/I-5 pedestrian bridge to improve the pedestrian environment and facilitate the use of the Palm Street Trolley station. Consider complementary pedestrian improvements on Kettner Boulevard to improve the ease and safety of the connection between the pedestrian bridge and Palm Street.

FIGURE 3-1: PLANNED PEDESTRIAN FACILITIES

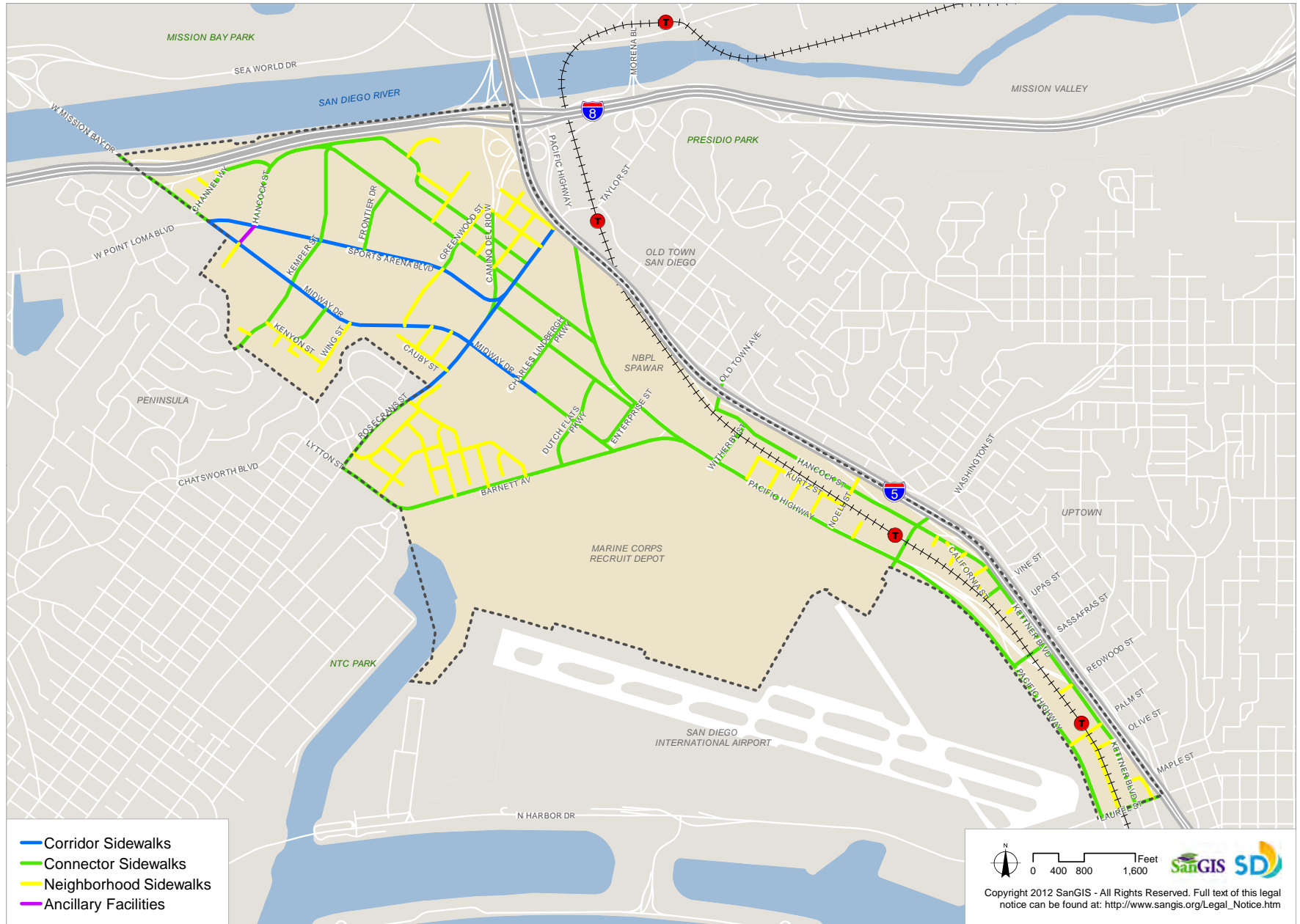
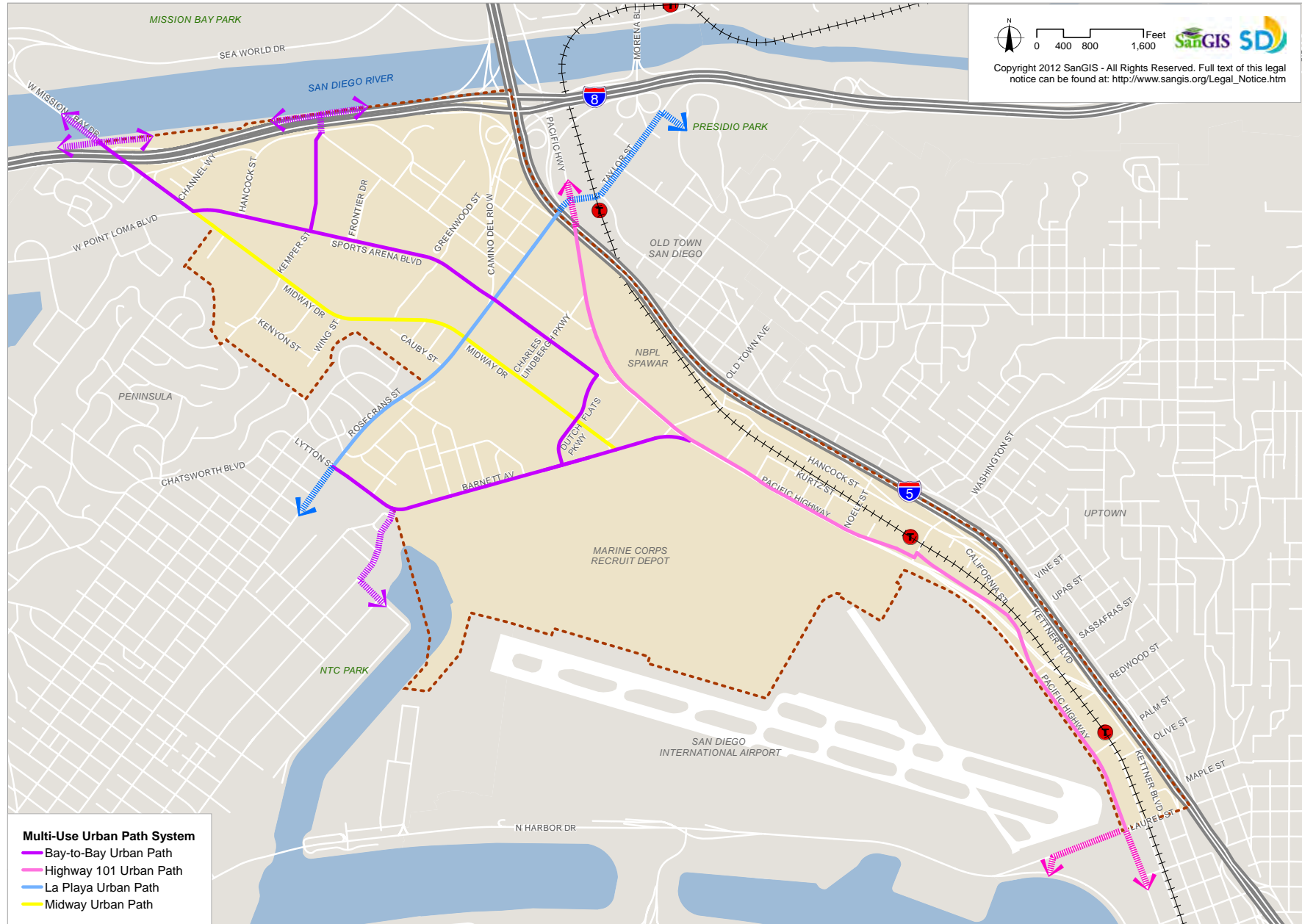




FIGURE 3-2: MULTI-USE URBAN PATH SYSTEM



3.3 BICYCLING

The Community Plan envisions the development of a safe, comfortable, and well-connected bicycle network that will make bicycling an attractive mode of transportation and help to meet sustainability goals. The community's flat topography and moderate size makes it well suited for bicycling between residential areas, commercial areas, employment areas, and transit stops and stations.

The planned bicycle network includes new and enhanced bicycle connections between transit and employment and residential areas; a Bay-to-Bay connection between San Diego Bay, the San Diego River, and Mission Bay; and connections to the regional bicycle network. The planned bicycle network includes separated and on-street bicycle facilities. Separated bicycle facilities enhance the comfort and safety of the bicycling environment, contribute to lower levels of rider stress, and promote increased bicycling rates. The multi-use urban path system shown in Figure 3-2 will provide joint-use paths for bicyclists and pedestrians that separate bicyclists from vehicles in locations with limited right-of-way. Existing (2017) and planned bicycle facilities are shown in Figure 3-3, and the bicycle facility types are described in Box 3-4.

POLICIES

- ME-3.1** Provide and support a continuous network of safe, convenient, and attractive bicycle facilities that connect Midway - Pacific Highway to other communities and to the regional bicycle network, as recommended in Figure 3-3.
- ME-3.2** Provide secure, accessible, and adequate bicycle parking along village and district main streets, within shopping centers, at concentrations of employment and education uses in the community, and at the future Intermodal Transit Center.

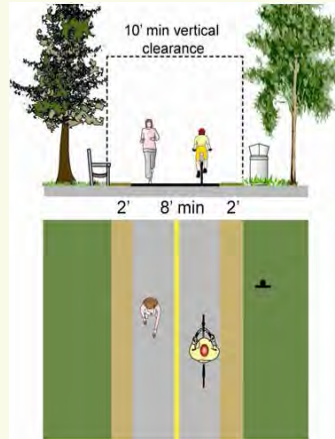
- ME-3.3** Coordinate with SANDAG and the Metropolitan Transit System (MTS) to provide secure and accessible bicycle parking at Rapid Bus stops and Trolley stations.
- ME-3.4** Implement separated bicycle facilities as part of the multi-use urban path system, as shown in Figure 3-2, along the following existing roadways:
 - Rosecrans Street (Lytton Street to Pacific Highway)
 - Sports Arena Boulevard (I-8 to Dutch Flats Parkway)
 - Midway Drive (Sports Arena Boulevard to Barnett Avenue)
 - Lytton Street / Barnett Avenue (Rosecrans Street to Pacific Highway)
 - Pacific Highway (Taylor Street to Laurel Street)
- ME-3.5** Encourage separated or buffered bicycle facilities along new streets where feasible.
- ME-3.6** Provide an easement for a pedestrian and bicycle ancillary facility as an extension of Hancock Street between Sports Arena Boulevard and Midway Drive that will not be open to vehicular traffic (see Figure 3-14).
- ME-3.7** Enhance safety, comfort, and accessibility for all levels of bicycle riders with improvements such as wayfinding and markings, actuated signal timing, bicycle parking, buffered bicycle lanes, and protected bicycle facilities.



BOX 3-4: BICYCLE FACILITIES CLASSIFICATIONS

Class I - Bike Path

Bike paths, also termed shared-use or multi-use paths, are paved rights-of-way for exclusive use by bicyclists, pedestrians, and those using non-motorized modes of travel. They are physically separated from vehicular traffic and can be constructed in roadway right-of-way or exclusive right-of-way. Bike paths provide critical connections where roadways are absent or not conducive to bicycle travel.



Class II - Bike Lane

Bike lanes are defined by pavement striping and signs used to allocate a portion of a roadway for exclusive or preferential bicycle travel. Bike lanes are one-way facilities on either side of a roadway. Bike lanes enable bicyclists to ride at their preferred speed without interference from prevailing traffic conditions. Bike lanes also facilitate predictable behavior and movements between bicyclists and motorists. Whenever possible, bike lanes should be enhanced with treatments that improve safety and connectivity by addressing site-specific issues, such as additional warning or wayfinding signs. Enhanced buffered bike lanes add additional striping and lateral clearance between bicyclists and vehicles, leading to lowered levels of stress for riders.



Class III - Bike Route

Bike routes provide shared use with motor vehicle traffic within the same travel lane. Designated by signs, bike routes provide continuity to other bike facilities or designate preferred routes through corridors with high demand. Whenever possible, bike routes should be enhanced with treatments that improve safety and connectivity, such as the use of "Sharrows" or shared lane markings to delineate that the road is a shared-use facility.



Class IV - Cycle Track

A cycle track is a hybrid type bicycle facility that combines the experience of a separated path with the on-street infrastructure of a conventional bike lane. Cycle tracks are bikeways located in roadway right-of-way but separated from vehicle lanes by physical barrier or buffers. Cycle tracks provide for one-way bicycle travel in each direction adjacent to vehicular travel lanes and are exclusively for bicycle use. Cycle tracks are not recognized by Caltrans Highway Design Manual as a bikeway facility. To provide bicyclists with the option of riding outside of the cycle track to position themselves for a left or right turn, parallel bikeways should be added adjacent to cycle track facilities whenever feasible.

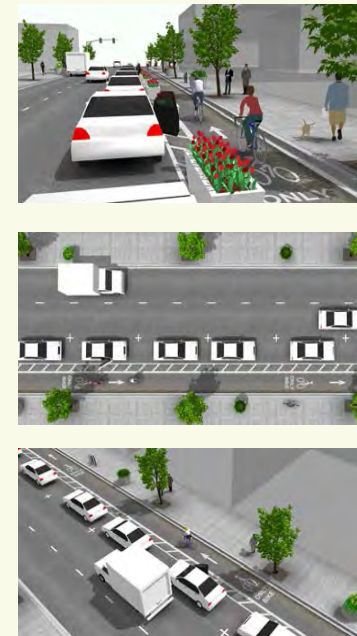
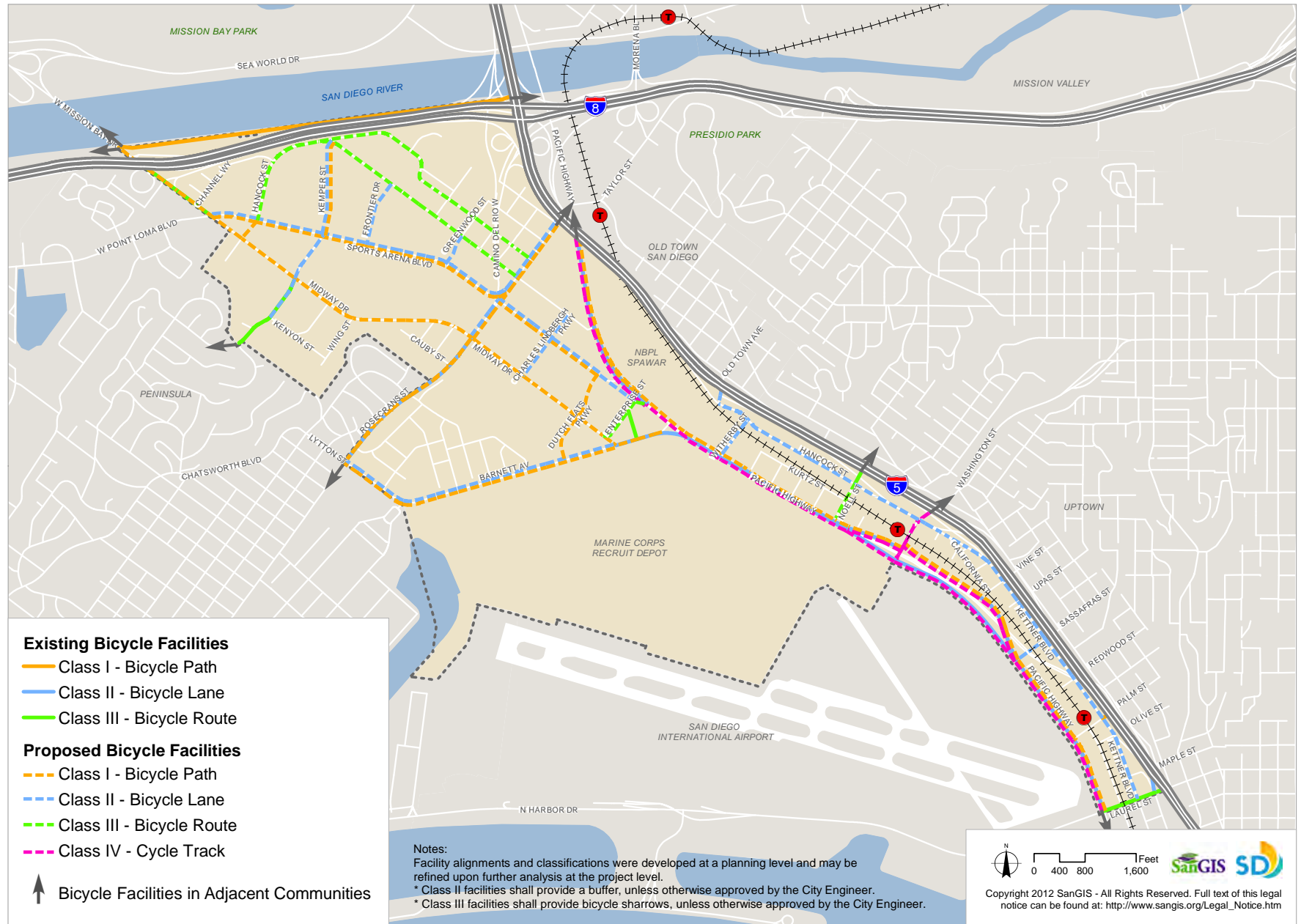


FIGURE 3-3: EXISTING AND PLANNED BICYCLE FACILITIES





3.4 TRANSIT

The Community Plan envisions connecting transit and land use to create walkable, transit-oriented villages and districts. Box 3-5 describes the existing transit system and Figure 3-5 shows the planned transit network. SANDAG's Regional Plan identifies planned transit system improvements including trolley service and capacity upgrades and the implementation of Rapid Bus service in Midway - Pacific Highway. Rapid Bus will provide a higher-speed service along Sports Arena Boulevard, between the Old Town Transit Center and Ocean Beach, and along Rosecrans Street between Old Town and Point Loma. The Community Plan envisions future Rapid Bus stations at the Sports Arena Community Village and Dutch Flats Urban Village to support planned residential and employment uses. The complete streets improvements discussed in previous sections, as well as the implementation of transit priority measures and other intelligent transportation systems, will support efficient transit service and transit use as a transportation mode of choice.



Planned Rapid Bus service along Sports Arena Boulevard and Rosecrans Street, connecting to the Old Town Transit Center, will complement existing trolley service.

BOX 3-5: TRANSIT SYSTEMS

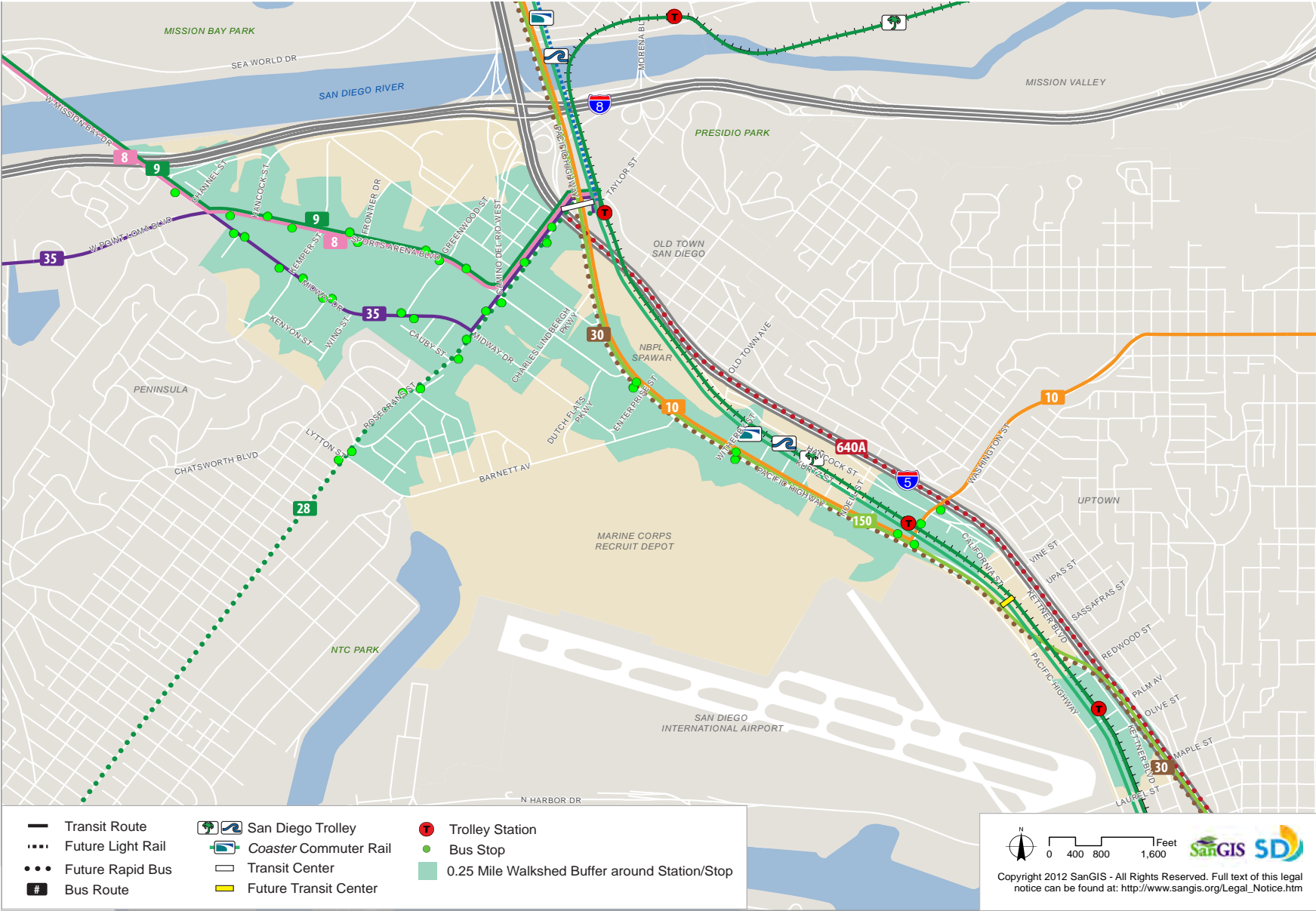
- **San Diego Trolley.** The San Diego Trolley, operated by the Metropolitan Transit System (MTS), connects the Midway - Pacific Highway community to Downtown, Mission Valley, San Diego State University, El Cajon, Santee, National City, Chula Vista, and San Ysidro. By 2020, the Trolley will be extended from Old Town to the University of California San Diego and the University community. Other future trolley extensions are identified in the Regional Plan.
- **Coaster.** The Coaster, operated by North County Transit District (NCTD), is a commuter rail service connecting the Oceanside Transit Center, Carlsbad Village, Carlsbad Poinsettia, Encinitas, Solana Beach, Sorrento Valley, Old Town, and Downtown.
- **Rapid Bus.** The Rapid Bus service operated by MTS will provide a higher-speed service along Rosecrans Street, Sports Arena Boulevard, and Pacific Highway with connections to the Old Town Transit Center.
- **Local Bus.** Local bus routes are operated by MTS with stops throughout Midway-Pacific Highway.

The Regional Plan also includes the future development of an Intermodal Transit Center (ITC) along the rail corridor south of Washington Street to provide a regional transit hub connecting Amtrak, Coaster, Trolley, and bus service to the San Diego International Airport. The ITC could provide a pedestrian bridge to an airport shuttle or people-mover system that would transport passengers to the airport terminals. The ITC could evolve over time from initially accommodating improvements for the Trolley, Coaster, Amtrak, and local bus service, to becoming a station for High Speed Rail service. The California High Speed Rail Authority is planning a statewide, intercity high-speed passenger rail system with San Diego as the southern terminus. The proposed High Speed Rail alignment will follow the existing rail corridor, with options for track segments to be above, at, and below grade. Design guidelines for the future ITC are provided in the Land Use, Villages & Districts Element.

POLICIES

- ME-4.1** Coordinate with MTS, SANDAG, and adjacent property owners to improve accessibility and the environment at transit stops through the installation of amenities such as ADA-compliant shelters and additional seating, bicycle parking, lighting, and landscaping, where appropriate.
- ME-4.2** Coordinate with MTS and SANDAG to provide enhanced station amenities at the trolley stations at Washington Street and Palm Street and at the recommended future Rapid Bus stations serving the Sports Arena Community Village and Dutch Flats Urban Village that reflect their importance and improve safety. These amenities can include unique shelter designs, bicycle lockers, artwork, real-time transit information, lighting, surveillance, and emergency call boxes.
- ME-4.3** Improve access to transit by prioritizing improvements to pedestrian and bicycle facilities that provide connections to transit stops, stations, and the Old Town Transit Center.
- ME-4.4** Coordinate with MTS and SANDAG to implement transit priority measures such as queue jumpers and priority signal operations along current and future transit corridors such as Sports Arena Boulevard, Midway Drive, Rosecrans Street, and Pacific Highway.
- ME-4.5** Encourage the implementation of Rapid Bus to serve areas of future residential and employment uses in the Sports Arena Community Village and Dutch Flats Urban Village.
- ME-4.6** Coordinate with MTS and SANDAG to provide Rapid Bus stations and mobility hubs at the Sports Arena Community Village and the Dutch Flats Urban Village.
- ME-4.7** Coordinate with MTS and public and private developers to ensure accessibility and compatibility between transit operations and future development plans.
- ME-4.8** Coordinate with MTS and SANDAG for the installation of electronic arrival schedules where appropriate and implement real-time transit schedule updates to provide timely information and support efficient boarding.
- ME-4.9** Coordinate with MTS, North County Transit District, and the California Public Utilities Commission to reduce trolley, train, vehicle, and pedestrian conflicts. Strategies may include elevated tracks and platforms, rail realignment, vehicular and pedestrian safety improvements at existing rail crossings, and aesthetic improvements to strengthen pedestrian access and walkability. At-grade rail crossings that may be targeted for improvement are Noell Street, Washington Street, Sassafras Street, and Palm Street.
- ME-4.10** Coordinate with SANDAG to increase the length of the heavy-rail bridge at Witherby Street to create additional right-of-way for planned multimodal improvements.
- ME-4.11** Coordinate with SANDAG to implement transit infrastructure and service enhancements in the Regional

FIGURE 3-4: PLANNED TRANSIT FACILITIES



3.5 STREET AND FREEWAY SYSTEMS

Plan, including the construction of the future ITC located along the rail corridor.

- ME-4.12** Coordinate with SANDAG and the California High Speed Rail Authority to support the statewide, intercity high-speed passenger rail system with San Diego as the southern terminus.
- ME-4.13** Support the implementation of the Intermodal Transit Center (ITC), as planned in the Regional Plan.
 - A.** Coordinate with SANDAG, MTS, NCTD, Caltrans, San Diego County Regional Airport Authority, San Diego Unified Port District, and California High Speed Rail Authority during the planning, design and construction process for the ITC to address the needs of the Midway - Pacific Highway community.
 - B.** Encourage engagement with the Midway - Pacific Highway community and affected business and property owners throughout the development process for the ITC.
 - C.** Encourage the ITC design to provide adequate parking to meet the needs of transit passengers.
 - D.** Encourage SANDAG and Caltrans to provide improvements to enhance vehicular access between I-5 and the ITC.
 - E.** Support implementation of a pedestrian bridge or connection from the ITC to the west side of Pacific Highway.
 - F.** Support the use of regional transportation and state high speed rail funding to construct the facility and associated off-site improvements.
 - G.** Support the construction of a new trolley station at the MTS property between Witherby Street and Noell Street should the Washington Street trolley station be relocated to the ITC to ensure ongoing transit service for the Hancock Transit Corridor village.

To meet existing and future transportation demand, the Community Plan envisions improving and supplementing Midway – Pacific Highway's existing mobility network of streets and freeway connections, pedestrian facilities, and bicycle facilities. As development occurs within the Sports Arena Community Village and Dutch Flats Urban Village, new public, complete streets will be constructed to enhance connectivity, as listed in Box 3-5. Figure 3-5 shows the existing (2017) functional street classifications, and Figure 3-6 shows the planned street classifications. New public or private streets may also be constructed in other areas of limited connectivity as part of private development projects.

Focused street improvements, transportation systems management techniques, and traffic-calming measure can increase mobility network capacity, reduce congestion, reduce speeding, and improve neighborhood livability. Recommended physical and operational improvements that will assist in meeting existing and projected vehicular mobility needs, as shown in Figure 3-7, include street widening, improving signalization, adding turn lanes, restriping, modifying medians and intersections, removing on-street parking, and freeway access and signage improvements. Conceptual diagrams for some of the proposed street and intersection improvements are provided in Figures 3-8 through 3-16. New technologies and improvement concepts can also be considered to address Midway-Pacific Highway's mobility needs.

Existing streets will also be improved to incorporate the proposed multi-use urban path system and bicycle facilities within and alongside existing roadways, as described in the Walkability and Bicycling sections. Refer also to the General Plan's Mobility Element, and Urban Design Element for policy guidance regarding the streetscape and urban greening components of complete streets design.



Improving access to the freeway system and reducing the amount of congestion on local streets, including Rosecrans Street/Camino Del Rio West, Sports Arena Boulevard, and Pacific Highway, are key objectives for Midway - Pacific Highway. The addition of I-8/I-5 east-to-north and south-to-west freeway connector ramps and improved connections between I-5 and Pacific Highway will improve interchange functionality and regional access in the area. Additionally, access improvements from the Camino Del Rio West interchange to I-5 south, access and capacity improvements at the Old Town Avenue interchange with I-5, and direct access from I-5 to the airport would help alleviate traffic congestion along local streets, including Pacific Highway, Hancock Street, and Laurel Street, that is exacerbated by airport traffic. Operational and intersection improvements on the Rosecrans Street/Camino del Rio West corridor will help to address congestion in the near- to mid-term. The City and Caltrans may need to study long-term grade separation options as part of regional access improvements from Midway Drive to the I-5/I-8 interchange.

BOX 3-6: RECOMMENDED NEW ROADWAY CONNECTIONS

- **Kemper Street** (Sports Arena Boulevard to Hancock Street / Kurtz Street intersection)
- **Frontier Drive** (Sports Arena Boulevard to Kurtz Street)
- **Greenwood Street** (Sports Arena Boulevard to Kurtz Street)
- **Charles Lindbergh Parkway** (Midway Drive to Kurtz Street)
- **Dutch Flats Parkway** (Sports Arena Boulevard to Barnett Avenue)

POLICIES

- ME-5.1** Provide a network of complete streets throughout the community that safely accommodates all travel modes and users of the right-of-way.
- ME-5.2** Reconfigure existing right-of-way as appropriate to provide bicycle, pedestrian, and transit facilities while maintaining vehicular access.
- ME-5.3** Implement focused intersection improvements to improve safety and operations for all travel modes.
- ME-5.4** Introduce new streets to break up the scale of existing superblocks to improve multimodal mobility and reduce vehicular congestion, including the new streets listed in Box 3-5.
- ME-5.5** Incorporate balanced multimodal street design concepts into the planning, design, retrofit, and maintenance of streets.



Creating new complete street connections and improving existing streets to safely accommodate all modes of travel will help meet the community's travel demand.

- ME-5.6** Consider innovative transportation improvements and emerging technologies to address regional and local transportation demand in Midway - Pacific Highway.
- ME-5.7** Support the implementation of modern roundabouts throughout the community, where appropriate, and evaluate roundabout intersection control for all new intersections.
- ME-5.8** Support an engineering feasibility study to analyze downgrading Pacific Highway to a 6-lane major arterial to improve multimodal safety, enhance multimodal connections between the community and Downtown, and create a community gateway. This improvement could potentially include removing grade-separations along Pacific Highway at Barnett Avenue, Witherby Street, and Washington Street (see conceptual plan in Figure 3-16).
- ME-5.9** Consider a public road connection between Sports Arena Boulevard and Midway Drive to connect to the Greenwood Street extension in order to improve the mobility system.
- ME-5.10** Coordinate with SANDAG and Caltrans to recommend a future ramp connection between northbound Camino del Rio West and I-5 South to enhance regional access for Midway - Pacific Highway and adjacent communities.
- ME-5.11** Coordinate with SANDAG, Caltrans, and the California Coastal Commission for the implementation of the I-8 East to I-5 North and I-5 South to I-8 West connector ramps to enhance regional access and reduce congestion for Midway - Pacific Highway and adjacent communities.
- A.** Coordinate with SANDAG and Caltrans to support the initiation of a project study report to evaluate the engineering feasibility of the connector ramps.
 - B.** Coordinate with SANDAG to program the connector ramps in the Regional Plan and prioritize their completion.
- ME-5.12** Coordinate with SANDAG, Caltrans, San Diego County Regional Airport Authority, San Diego Unified Port District, and California Coastal Commission to reduce congestion on community streets from vehicles traveling to and from San Diego International Airport through the implementation of airport- and/or regionally-funded transportation improvements, which could include:
- Direct access connection from I-5 to the San Diego International Airport.
 - Connector ramp from northbound Pacific Highway to I-5 North
 - Connector ramp from I-5 South to southbound Pacific Highway
- ME-5.13** Coordinate with SANDAG, Caltrans, and the U.S. Navy to study the feasibility of an extension of Barnett Avenue to the Old Town Avenue/I-5 interchange to enhance regional access and reduce congestion for Midway - Pacific Highway and adjacent communities. Consider potential impacts to the Old Town San Diego community in the feasibility study.
- ME-5.14** Support an engineering feasibility study to analyze potential grade separation of Camino del Rio West from Rosecrans Street to the I-5/I-8 interchange to separate regional traffic from local traffic.
- ME-5.15** Support implementation of traffic control improvements at the Hancock Street/Old Town Avenue/I-5 Southbound Ramps intersection and the Old Town Avenue/Moore Street intersection. Improvements could include intersection reconfiguration and/or alternative traffic control (e.g. roundabouts) at these closely spaced intersections.
- ME-5.16** Ensure efficient movement and delivery of goods to commercial and industrial uses while minimizing impacts on residential and mixed-use neighborhoods.

FIGURE 3-5: EXISTING (2017) STREET CLASSIFICATIONS

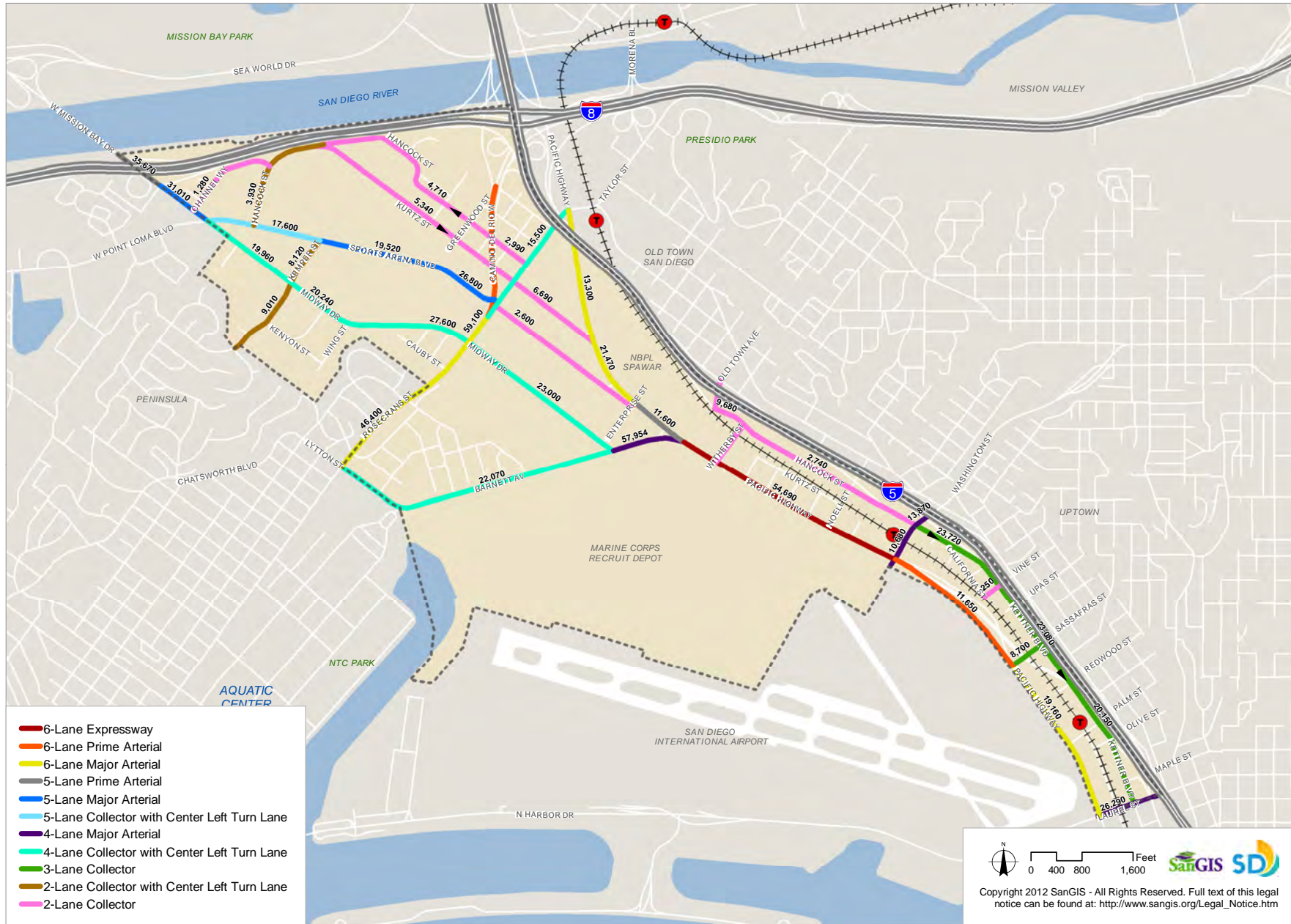
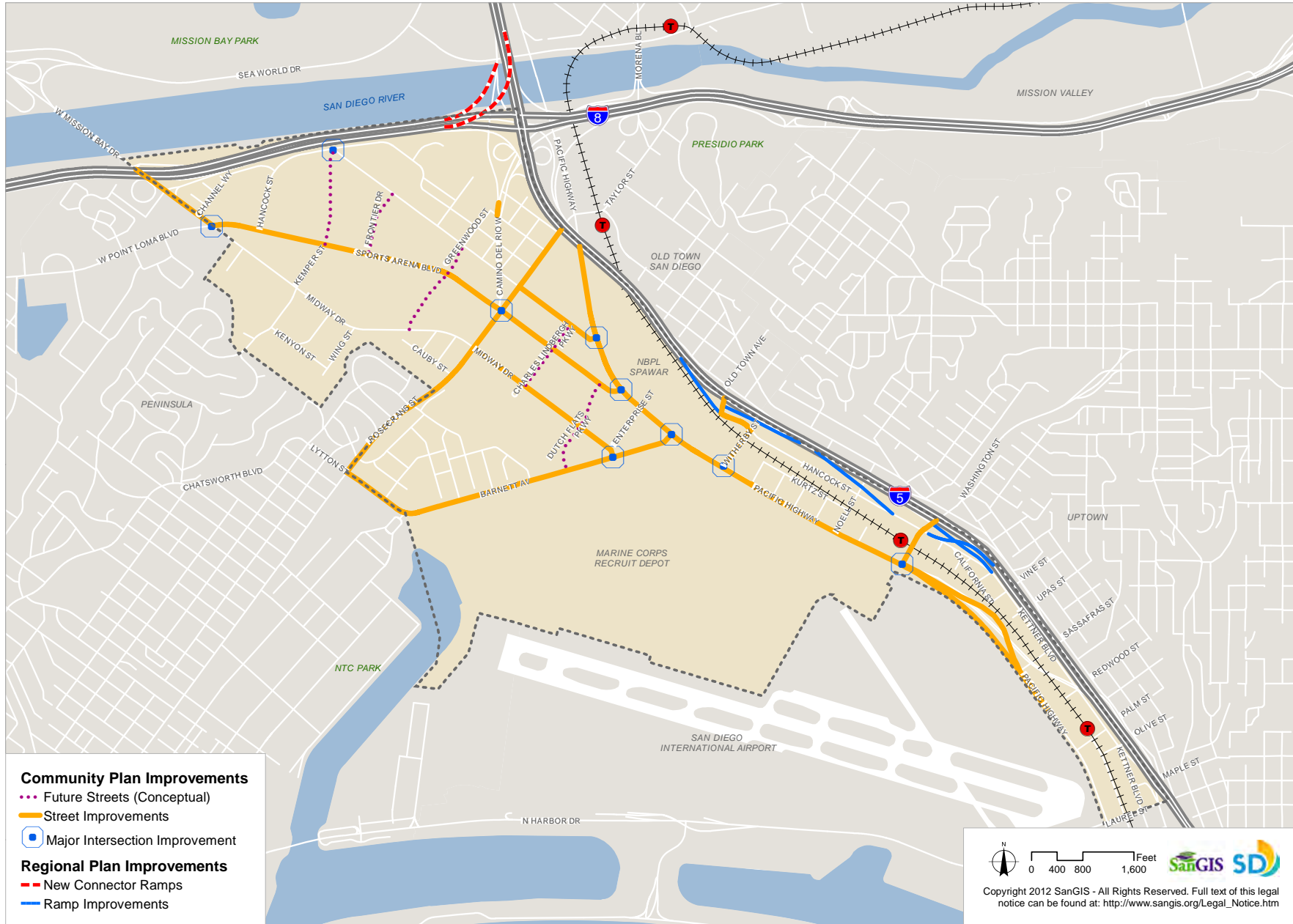


FIGURE 3-6: PLANNED STREET CLASSIFICATIONS





FIGURE 3-7: RECOMMENDED STREETS AND FREEWAYS IMPROVEMENTS



3.6 INTELLIGENT TRANSPORTATION SYSTEMS

Intelligent transportation systems (ITS) are technologies that are applied to transportation systems such as vehicles, roadways, intersections, transit, and payment systems to improve their function. The goal of ITS implementation is to maximize efficiency of these transportation systems, increase vehicle throughput, reduce congestion, and provide useful information to the commuting public. Information may be relayed or reflected through flashing messaging boards, allowing travelers to make informed travel mode and route decisions, and self-adjusting traffic signals during peak traffic hours. The use of ITS tools will be instrumental to addressing the community's mobility needs.

POLICIES

- ME-6.1** Facilitate implementation of ITS and emerging technologies to help improve public safety, reduce collisions, optimize traffic signal timing, minimize traffic congestion, maximize parking efficiency, manage transportation and parking demand, and improve environmental awareness and neighborhood quality.
- ME-6.2** Prioritize ITS strategies such as dynamic message signs, transit signal priority measures, and adaptive traffic signal coordination systems to reduce congestion on Sports Arena Boulevard, Midway Drive, Rosecrans Street, and Pacific Highway.
- ME-6.3** Encourage implementation or accommodation of infrastructure for electric vehicles including vehicle charging stations as part of residential, commercial, industrial, and infrastructure development projects based on future demand and changes in technology.
- ME-6.4** Support infrastructure to accommodate connected and autonomous vehicles.



Real-time information, such as parking spots available and next-bus information, will help travelers make more efficient travel choices.



Incorporating emerging technologies such as electric vehicle charging stations as part of infrastructure and development projects will encourage and support sustainable travel choices.



3.7 TRANSPORTATION DEMAND MANAGEMENT

Transportation Demand Management (TDM) combines marketing and incentive programs to encourage use of a range of transportation options, including public transit, bicycling, walking and ride-sharing, and to reduce dependence on automobiles. TDM strategies are another important tool to help reduce congestion and parking demand in Midway - Pacific Highway.

POLICIES

- ME-7.1** Encourage new residential, office, and commercial developments, as well as any new parking garages, to provide spaces for car-sharing.
- ME-7.2** Encourage large employers and institutions in Midway - Pacific Highway, such as the U.S. Navy and U.S. Marine Corps, to provide transit passes at reduced rates to employees/students and to allow for flexible work and school schedules in order to shift trips to off-peak periods.
- ME-7.3** Encourage the implementation of an employee shuttle between the Dutch Flats Urban Village and the Old Town Transit Center during morning and afternoon peak travel periods as a TDM measure prior to the start of Rapid Bus service.
- ME-7.4** Encourage new multifamily residential development to provide discounted transit passes to residents.
- ME-7.5** Encourage new commercial, office, and industrial development to provide discounted transit passes to employees.
- ME-7.6** Encourage employers to participate in and inform employees about SANDAG's Transportation Demand Management programs.

- ME-7.7** Encourage participation in active transportation programs to and from schools, in conjunction with Safe Routes to School programs, to help promote physical activity and healthier lifestyles for students.
- ME-7.8** Implement bike share and car share programs where appropriate to reduce the necessity for automobile ownership and use in the community.
- ME-7.9** Encourage the implementation of a shuttle between the Sports Arena and the Old Town Transit Center during events as a TDM measure.
- ME-7.10** Coordinate with SANDAG, MTS, and the U.S. Navy to reduce congestion in Midway - Pacific Highway and adjacent communities from vehicles traveling to and from Naval Base Point Loma facilities through the implementation of a federal- and/or regionally funded employee shuttle between Naval Base Point Loma, SPAWAR, and the Old Town Transit Center during morning and afternoon peak travel periods and provision of parking for Naval Base Point Loma employees at SPAWAR.



Transportation Demand Management efforts can include installation of bike sharing stations throughout the community.

3.8 PARKING MANAGEMENT

The achievement of many of the goals of the Community Plan depends on thoughtfully planning and effectively managing parking in the community. These goals include reduced congestion and vehicle trips, increased sustainability, improved pedestrian and bicycle facilities, improved transit use and transit service, revitalized employment and residential districts, and enhanced community character.

POLICIES

- ME-8.1** Support reducing minimum parking requirements for mixed-use development, which could include the utilization of tandem parking.
- ME-8.2** Encourage public parking structures and surface parking to utilize shared parking arrangements as part of new development to efficiently meet parking demands.
- ME-8.3** Implement parking management strategies and enforce existing parking regulations and restrictions in order to more efficiently use on-street parking spaces, increase turnover and parking availability, and reduce on-street overnight parking of oversized vehicles.
- ME-8.4** Encourage shared driveways where feasible to reduce curb cuts.

3.9 GOODS MOVEMENT AND FREIGHT CIRCULATION

Within Midway - Pacific Highway, medium to large trucks make deliveries to industrial, commercial, and institutional land uses in the community including the Post Office on Midway Drive, the Marine Corps Recruitment Depot (MCRD), the Naval Base Point Loma - SPAWAR complex, and the San Diego International Airport (SDIA). The community does not have any designated truck routes. Trucks are allowed to use major roadways to access the industrial and commercial sites. As Midway - Pacific Highway evolves and grows, steps can be taken in order to minimize potential impacts from truck activity within the community.

POLICIES

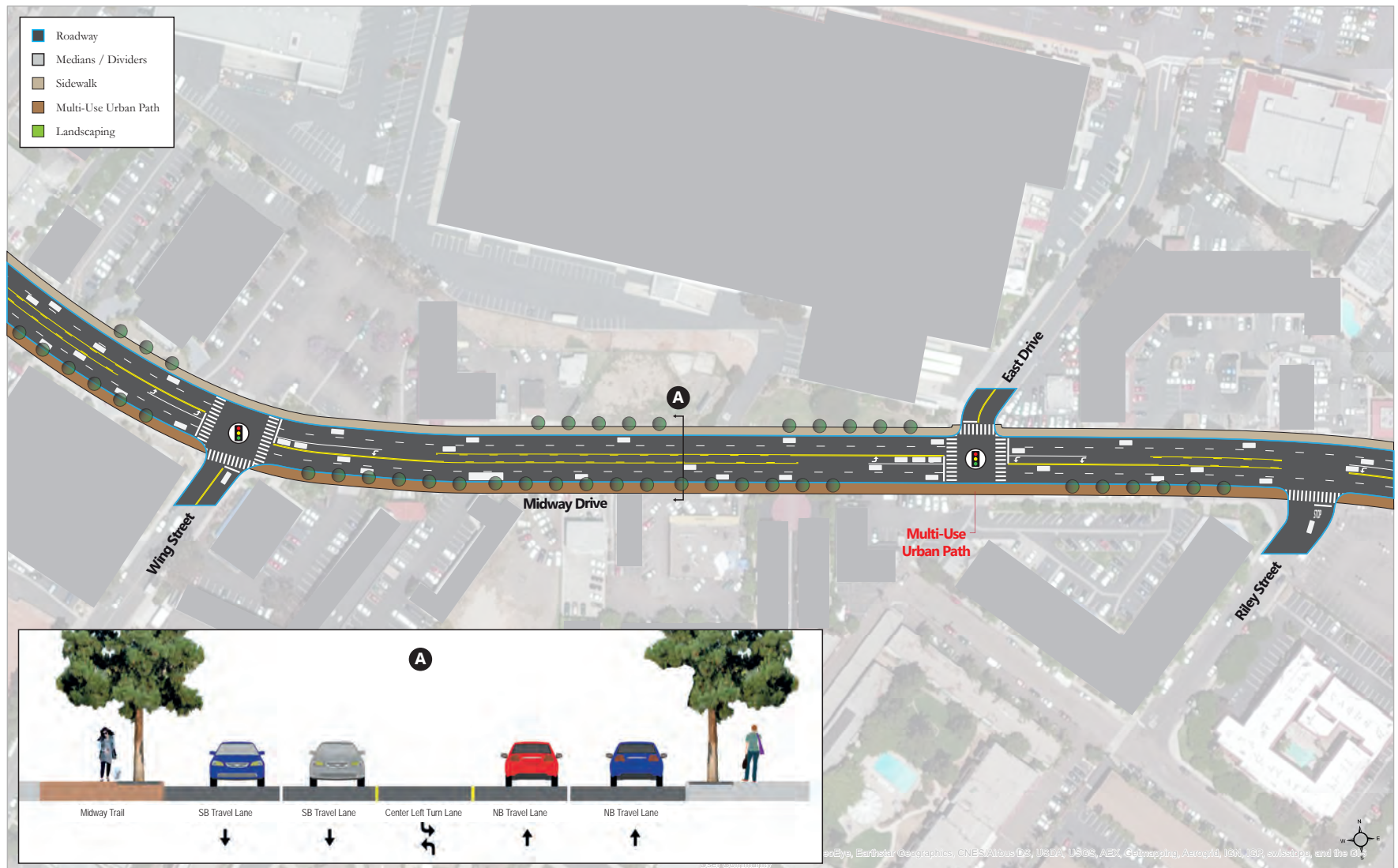
- ME-9.1** Ensure efficient movement and delivery of goods to retail, commercial and industrial uses while minimizing congestion impacts to roadways by encouraging delivery during non-peak and non-congested traffic hours.
- ME-9.2** Provide adequate loading spaces internal to new non-residential development to minimize vehicle loading and minimize truck storage spillover on adjacent streets.
- ME-9.3** Provide adequate short-term, on-street curbside loading spaces for existing developments where off-street loading is not accommodated.
- ME-9.4** Coordinate with Caltrans, the San Diego Unified Port District, the San Diego County Regional Airport Authority, and the California Public Utilities Commission to improve truck access to and from the San Diego International Airport and I-5.

FIGURE 3-8: SPORTS ARENA BOULEVARD IMPROVEMENTS



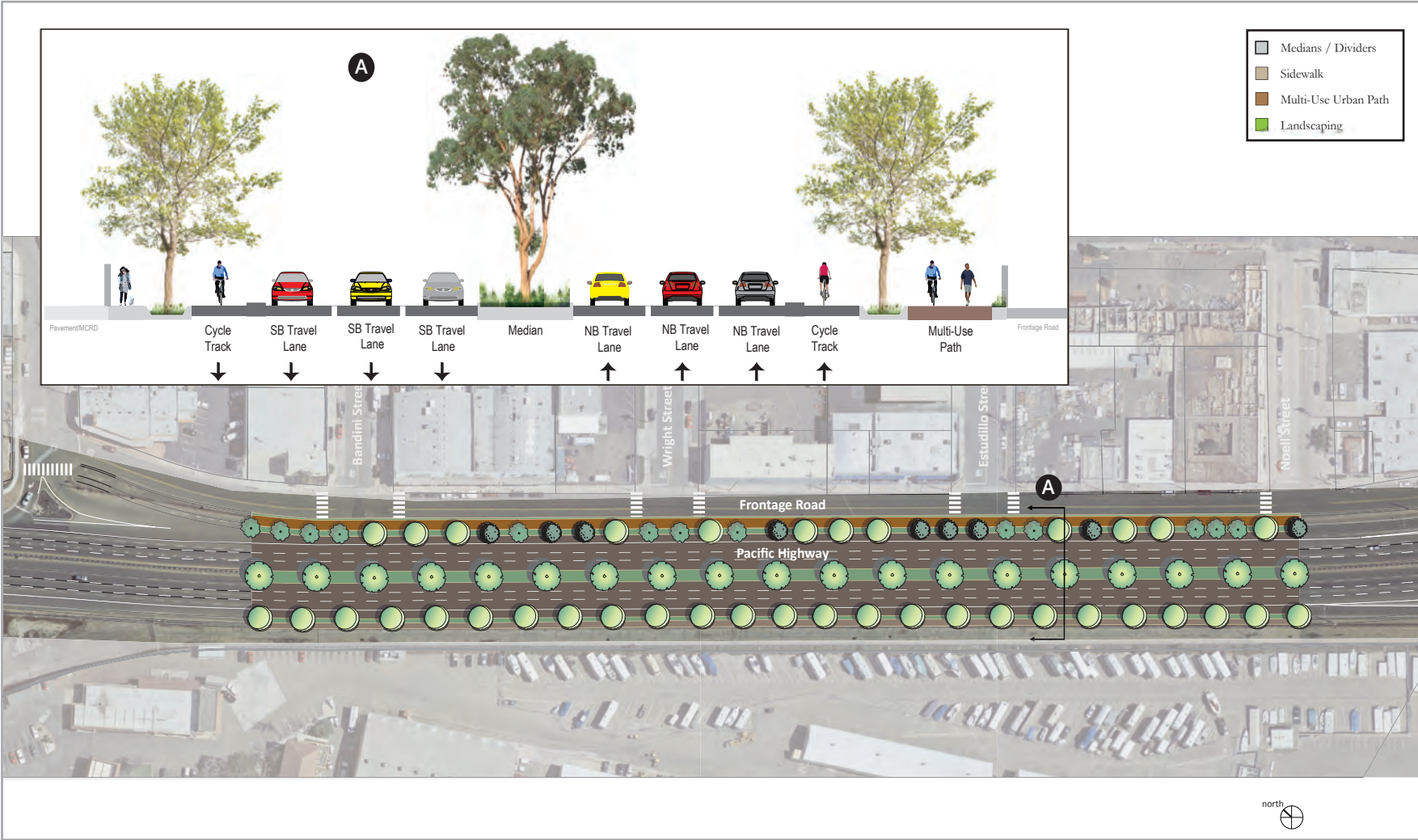
This graphic is for conceptual purposes only. Further engineering study would be required at the project level prior to implementation.

FIGURE 3-9: MIDWAY DRIVE IMPROVEMENTS



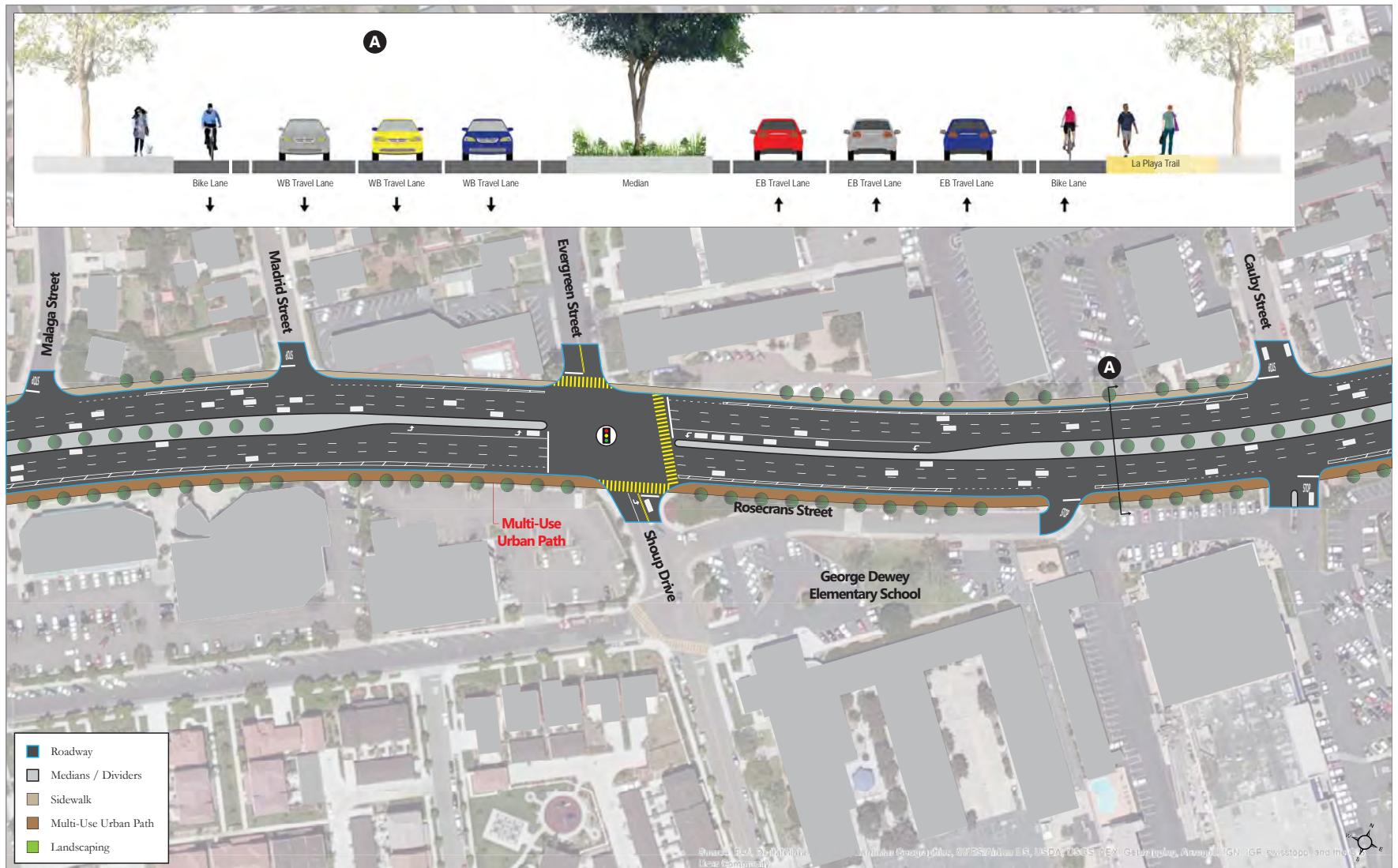
This graphic is for conceptual purposes only. Further engineering study would be required at the project level prior to implementation.

FIGURE 3-10: PACIFIC HIGHWAY IMPROVEMENTS



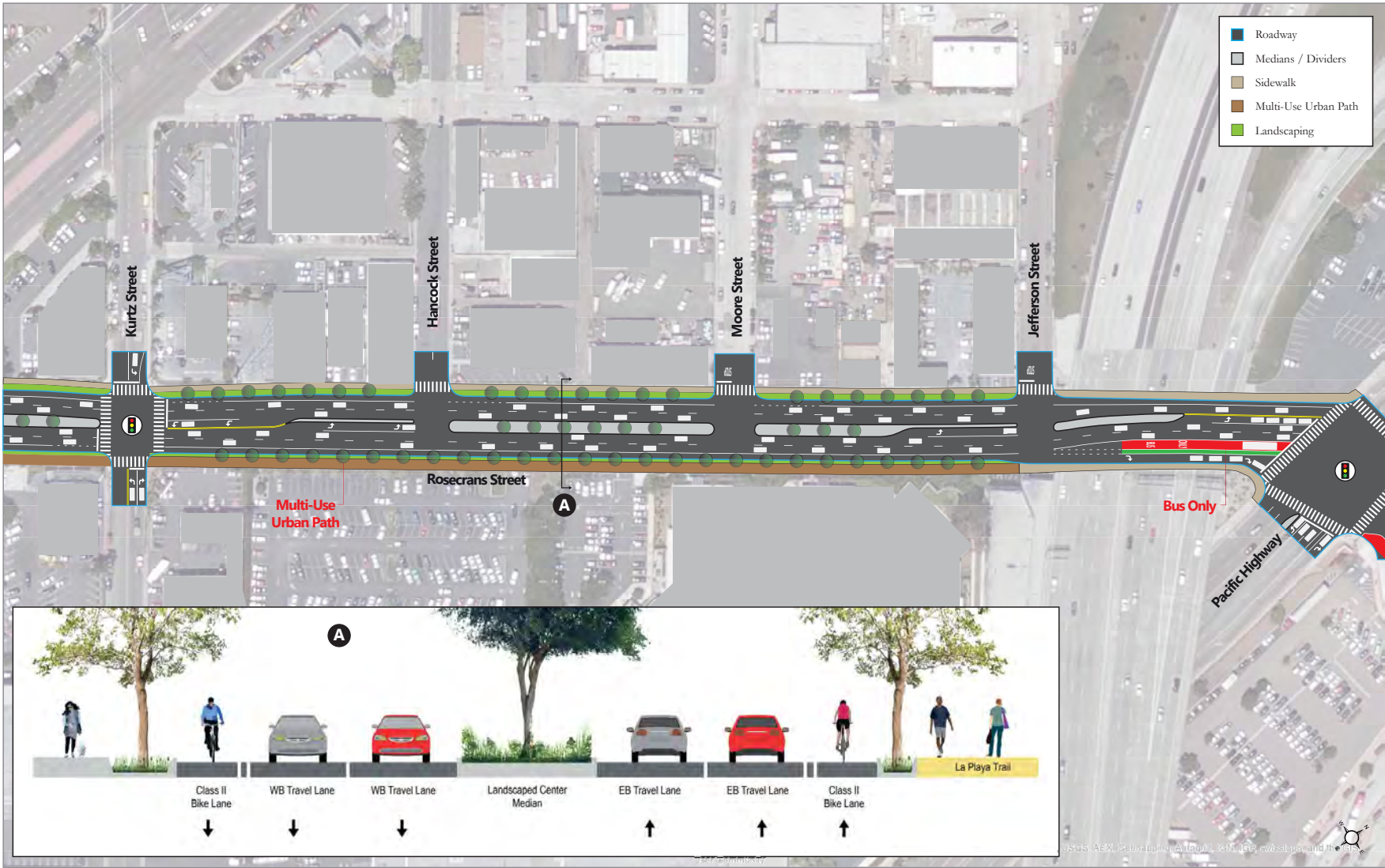
This graphic is for conceptual purposes only. Further engineering study would be required at the project level prior to implementation.

FIGURE 3-11: ROSECRANS STREET IMPROVEMENTS (WEST OF MIDWAY DRIVE)



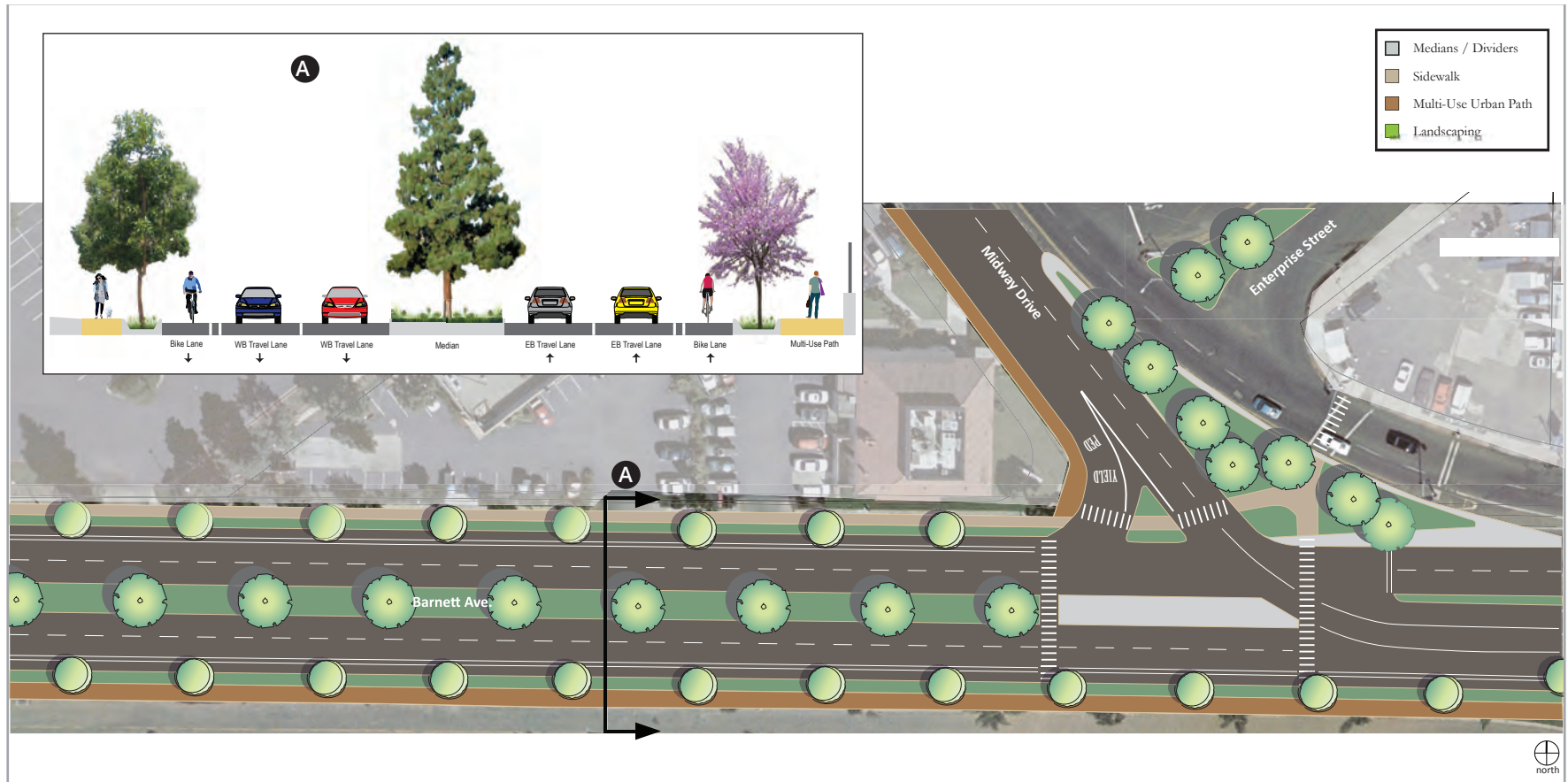
This graphic is for conceptual purposes only. Further engineering study would be required at the project level prior to implementation.

FIGURE 3-12: ROSECRANS STREET IMPROVEMENTS (EAST OF SPORTS ARENA BOULEVARD)



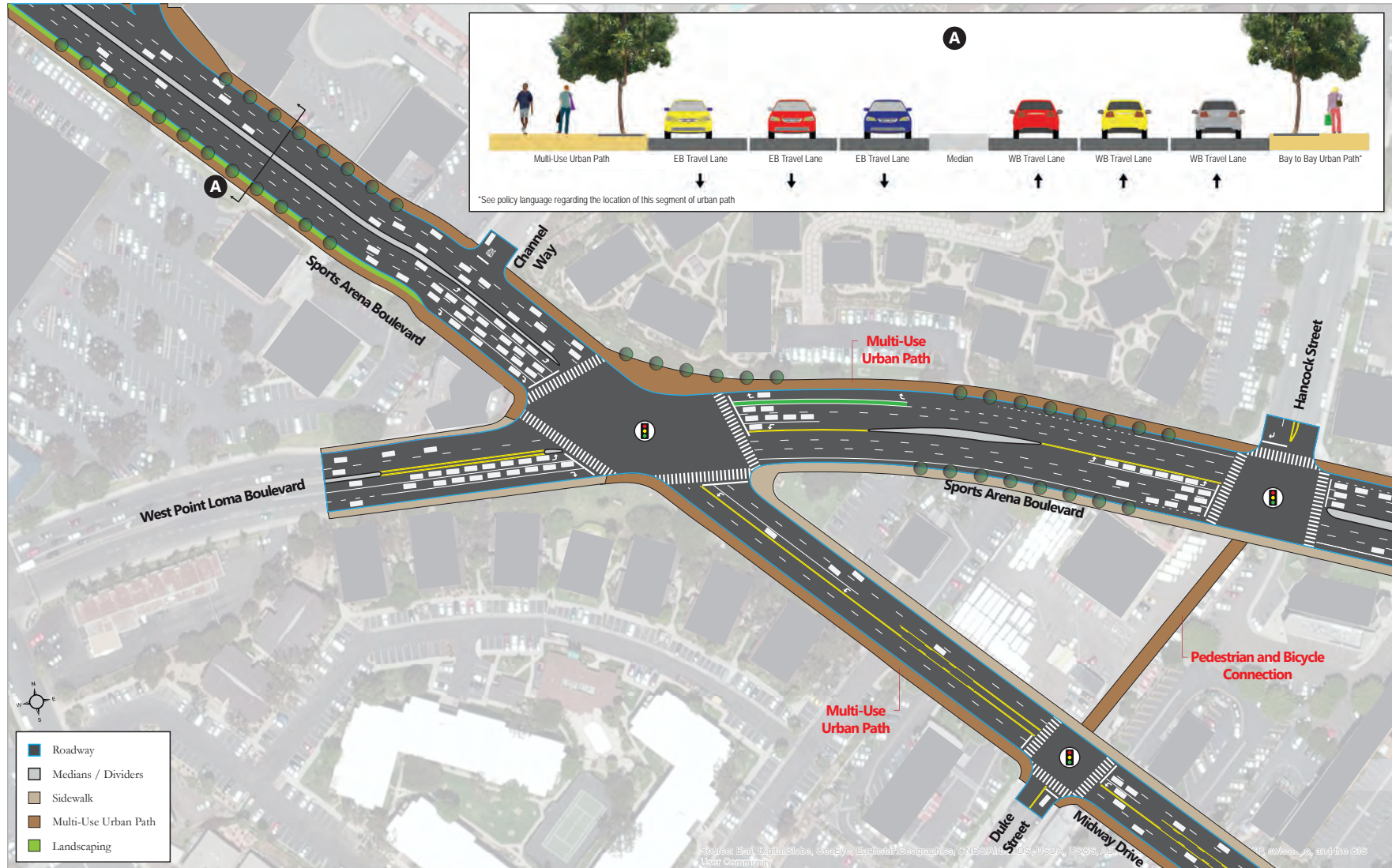
This graphic is for conceptual purposes only. Further engineering study would be required at the project level prior to implementation.

FIGURE 3-13: BARNETT AVENUE / LYTTON STREET IMPROVEMENTS



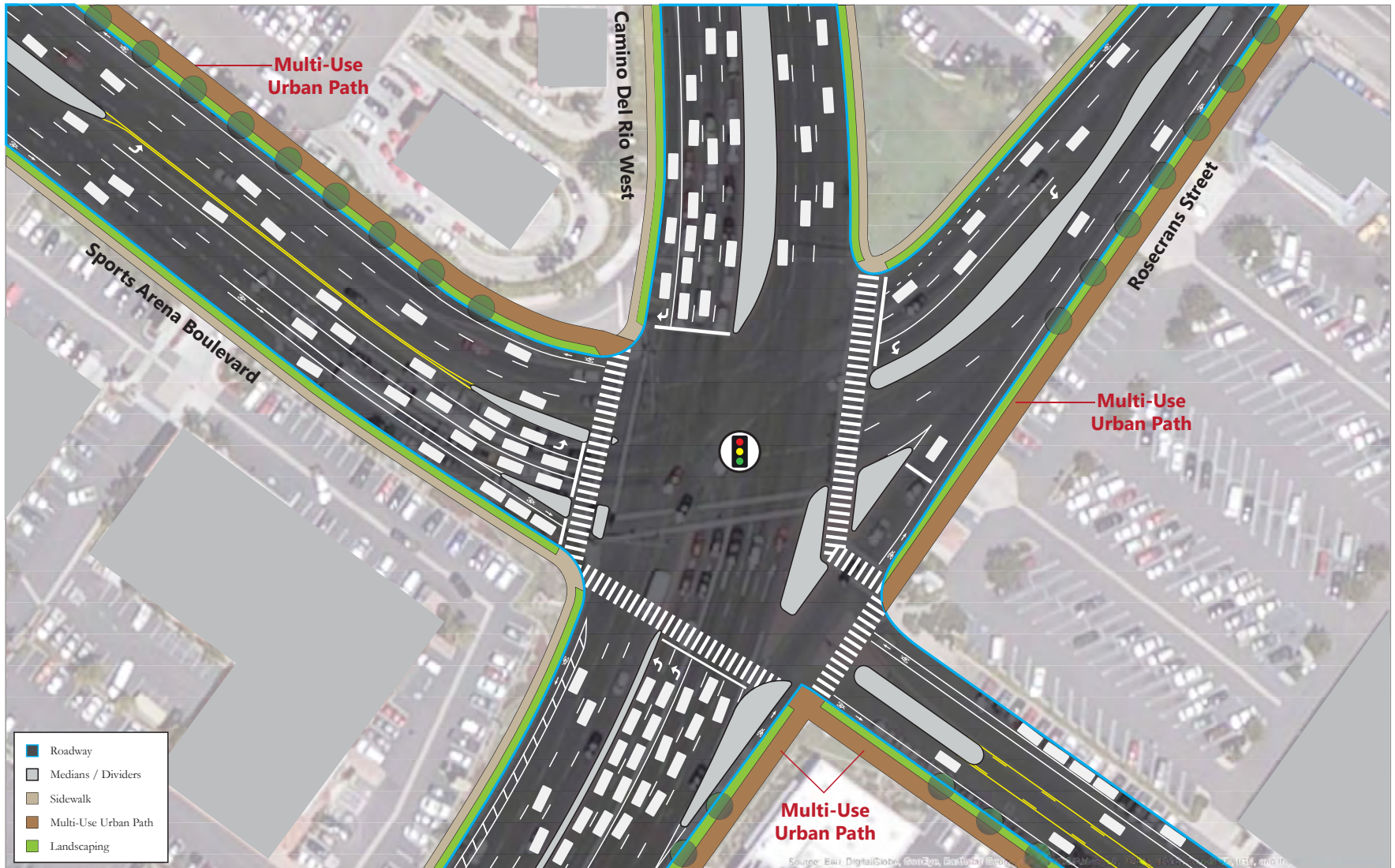
This graphic is for conceptual purposes only. Further engineering study would be required at the project level prior to implementation.

FIGURE 3-14: SPORTS ARENA BOULEVARD / W. POINT LOMA BOULEVARD / MIDWAY DRIVE INTERSECTION IMPROVEMENTS



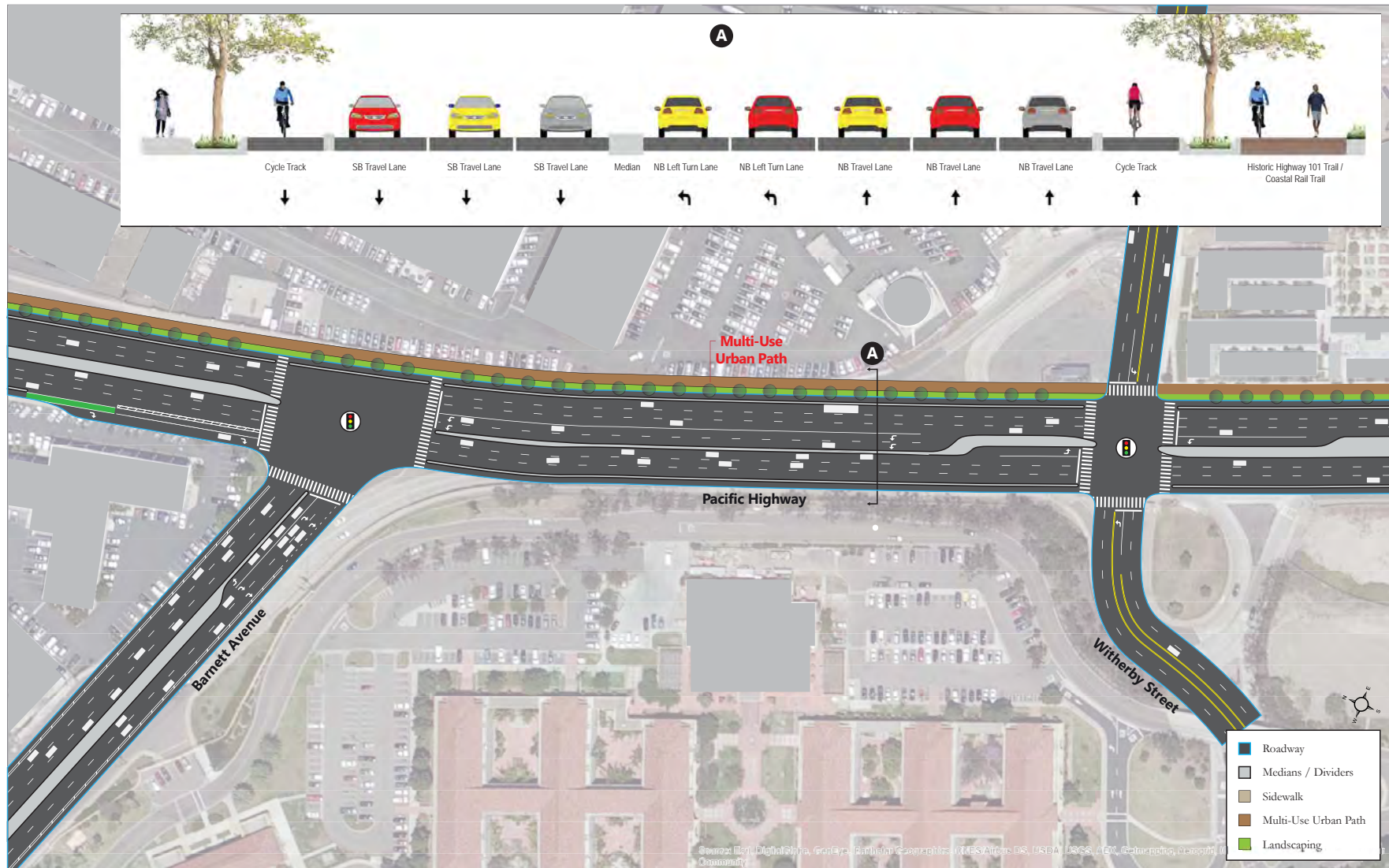
This graphic is for conceptual purposes only. Further engineering study would be required at the project level prior to implementation.

FIGURE 3-15: SPORTS ARENA BOULEVARD / ROSECRANS STREET / CAMINO DEL RIO WEST INTERSECTION IMPROVEMENTS



This graphic is for conceptual purposes only. Further engineering study would be required at the project level prior to implementation.

FIGURE 3-16: PACIFIC HIGHWAY / BARNETT AVENUE / WITHERBY STREET INTERSECTION IMPROVEMENTS





URBAN DESIGN 4

- 4.1 Urban Framework
- 4.2 Streetscape and Public Realm
- 4.3 Urban Greening
- 4.4 Gateways
- 4.5 Wayfinding and Signs
- 4.6 Building and Site Design
- 4.7 Light Environment
- 4.8 Sustainable Design



INTRODUCTION

Urban design addresses the defining features and relationships of buildings, groups of buildings, development sites, public spaces, and public infrastructure in a community. Midway - Pacific Highway is currently an urban community with commercial and industrial buildings and developments from various eras of the 20th century and pockets of residential development. The composition of land uses in the community has created a fragmented sense of place. The community is centrally located and attracts people from many areas of the City for jobs and shopping during the day, but community vitality diminishes after business hours. The community's auto-dominated streets provide minimal space for pedestrians, bicyclists, and public activity. Existing developments feature large parking areas that are adjacent to the sidewalk and lack connections and spaces for pedestrians. These development characteristics discourage pedestrian and bicycle activity and further reduce vitality. The vision and policies in this element build on efforts undertaken over the last 20 years by Midway - Pacific Highway stakeholders to improve and enhance its character.

VISION

The vision for Midway - Pacific Highway is a community with an enhanced sense of place and improved building, site, and streetscape design focused on walkability and livability. The development of vibrant, pedestrian-friendly, and distinctive districts and villages will bring new character and vitality to the community. Transit-oriented development that incorporates residential uses will create a balanced community and support the goals of the Climate Action Plan. Also, revitalization of employment areas with complementary residential uses and public spaces will allow people to live and work within the community.

New complete streets and pedestrian and bicycle connections will divide existing superblocks into smaller blocks to improve mobility



URBAN DESIGN GOALS

- A framework of streets and blocks that support a pedestrian-oriented pattern and scale of development.
- Pedestrian-oriented, human-scaled, high-quality, and sustainable development projects and site design.
- An enhanced, expanded, and connected public realm of attractive streets, pedestrian spaces, and public spaces within the community.
- An upgraded public realm with streetscape improvements, gateway nodes, amenities, street trees, landscaping, and wayfinding signs to support multimodal transportation and enhance community character.
- Linear gateways and urban paths that connect to Mission Bay, San Diego River Park, and San Diego Bay.

for pedestrian, bicyclists, and motorists. An enhanced public realm, including attractive and safe pedestrian and bicycle connections through the community, will encourage active transportation and transit use and improve the flow of vehicles. These connections will also capitalize on the community's unique location near regional open space and recreational resources. New parks and public spaces will help create an outdoor-focused community character that encourages pedestrian activity, social gatherings, and community events.

The comprehensive Urban Design Framework for the community is illustrated in Figure 4-1. For village- and district-specific urban design policies, refer to the Land Use, Villages & Districts Element.

4.1 URBAN FRAMEWORK

The community contains superblocks in the Sports Arena Community Village, Rosecrans District, Dutch Flats Urban Village, and Kettner District. The Community Plan envisions transforming the superblocks into a walkable grid block pattern with new streets, “main streets” which could be private drives or public streets, and pedestrian walkways. Main streets will serve as pedestrian spines within villages and superblocks and can feature office, retail and residential uses as part of future development. These streets and walkways (see Figure 4-1) will break up larger blocks, improving connectivity and introducing opportunities for pedestrian-oriented development. Related policies regarding street, pedestrian, and bicycle connections can be found in the Mobility Element.

POLICIES

UD-1.1 Maintain and expand grid street patterns with walkable block sizes (perimeter of 1,500 feet or less) to support pedestrian-oriented development.

UD-1.2 Consider street vacations that support the development of park and public spaces and do not reduce pedestrian and bicycle access.

- UD-1.3** Develop a pedestrian-oriented urban framework within villages as well as in districts that contain superblocks.
- A.** Incorporate pedestrian-oriented public streets, public or private “main streets,” and other pedestrian routes to improve pedestrian connectivity and encourage pedestrian-oriented development.
 - B.** Establish walkable block lengths to support pedestrian-oriented block sizes and development.
 - C.** Avoid creating cul-de-sacs and dead-end streets where possible.
 - D.** Incorporate smaller streets and/or alleys behind street-front commercial uses and through residential blocks to allow for rear parking and loading and minimize sidewalk curb cuts along primary street frontages.
 - E.** Provide sidewalks and street trees along both sides of drives to support connectivity and walkability.



A walkable urban framework that includes “main streets” will support pedestrian activity and village development.

FIGURE 4-1: URBAN DESIGN FRAMEWORK (CONTINUES)

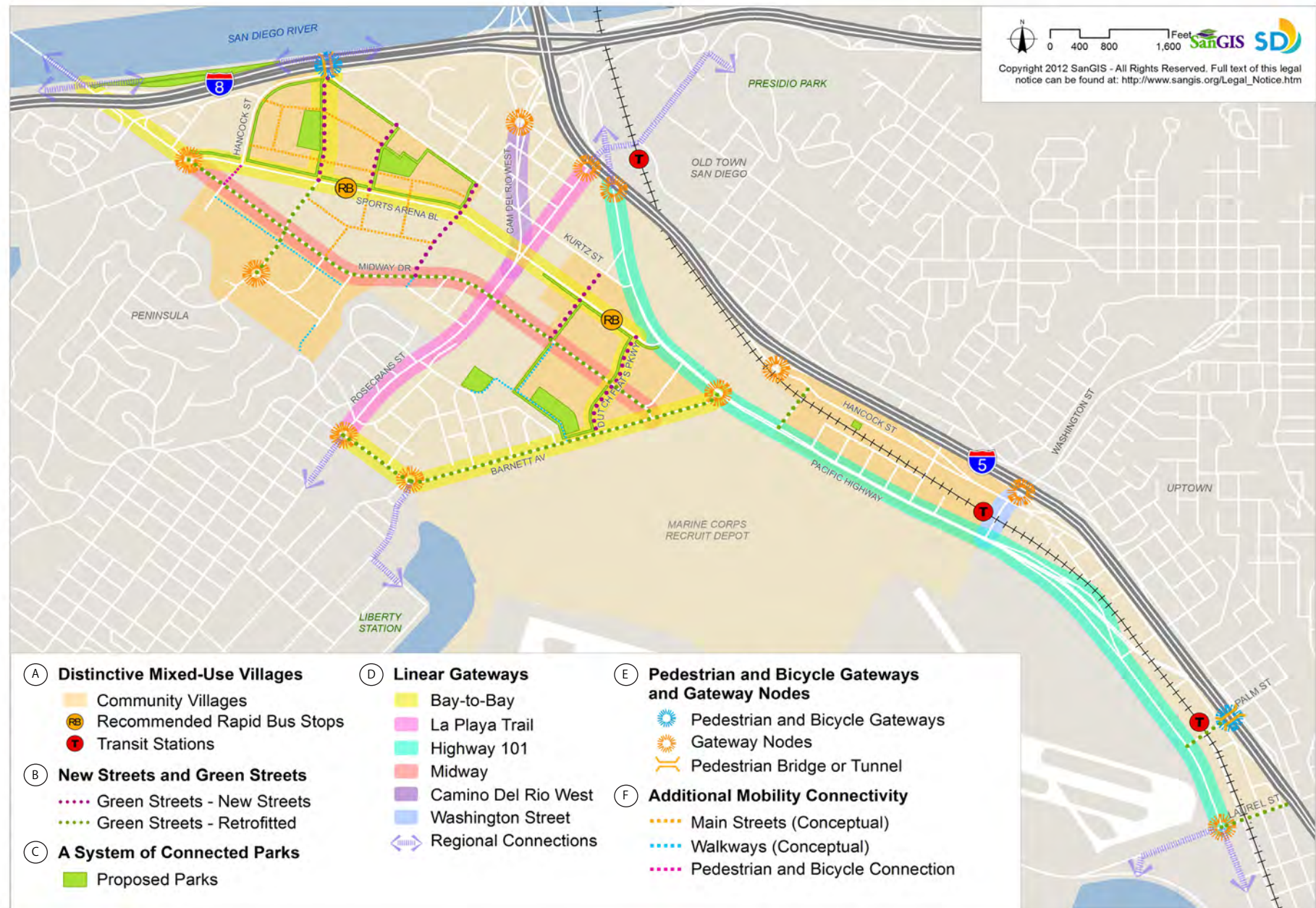


FIGURE 4-1: URBAN DESIGN FRAMEWORK MAP KEY

- Ⓐ **Distinctive Mixed-Use Villages.** Villages with their own distinct range of uses, character, streetscapes, places, urban form and building design as an integral aspect of Midway - Pacific Highway's identity and character. Access to transit is an integral feature of villages. (See Section 2.4 in the Land Use, Villages and Districts Element and Section 4.6 of the Urban Design Element.)
- Ⓑ **New Streets and Green Streets.** Network of new, complete streets that provide increased pedestrian, bicycle, and vehicle connectivity within existing superblocks. New streets and existing streets identified as green street will incorporate elements to enable safe, attractive, and comfortable travel for all users and features to manage storm water and urban runoff. (See Sections 4.1 to 4.3 of the Urban Design Element, and Sections 3.2 and 3.5 of the Mobility Element.)
- Ⓒ **A System of Connected Parks.** Planned parks and recreational facilities will be located along linear gateways and green streets that offer connections to community amenities as well as regional recreational, open space, and cultural destinations. (See Sections 4.3 and 4.4 of the Urban Design Element and the Recreation Element.)
- Ⓓ **Linear Gateways.** Linear gateways will be streets that encourage active transportation and enhance community character by incorporating elements that create a more comfortable and attractive public realm. They will connect the villages and districts to destinations within the community as well as to Mission Bay, the San Diego River, and San Diego Bay. (See Sections 4.3 and 4.4 of the Urban Design Element.)
- Ⓔ **Pedestrian and Bicycle Gateways and Gateway Nodes.** Pedestrian and bicycle gateways will provide attractive and safe connections between Midway - Pacific Highway and adjacent communities. Gateway nodes at key entrances to the community will enhance the sense of arrival and urban character for pedestrians, bicyclists, and vehicles. (See Sections 4.4 and 4.5 of the Urban Design Element.)
- Ⓕ **Additional Mobility Connectivity.** Main streets (public or private) will serve as pedestrian spines within villages and superblocks creating a walkable grid block pattern that will feature active ground floor uses and pedestrian nodes. Pedestrian and bicycle connections and walkways will improve connectivity; facilitate bicycling, walking, and transit use; and encourage public interaction. (See Sections 4.1 and 4.2 of the Urban Design Element.)

4.2 STREETSCAPE AND PUBLIC REALM

The public realm is the space where public interaction occurs. It includes streets, walkways, and public or civic space such as plazas or greens. Public realm and streetscape design can improve the pedestrian experience, create a sense of place, help support activity centers, and increase connectivity within the community and to adjacent communities. Development can expand the public realm by including public and semi-public spaces as part of building and site design. Public and private projects can provide wider non-contiguous sidewalks with parkway landscaping shade trees, pedestrian-oriented lighting, and median landscaping to contribute the pedestrian environment. Streetscape enhancements can be incorporated into existing streets either through the redesign of existing right-of-way or the acquisition of additional right-of-way.

POLICIES

General

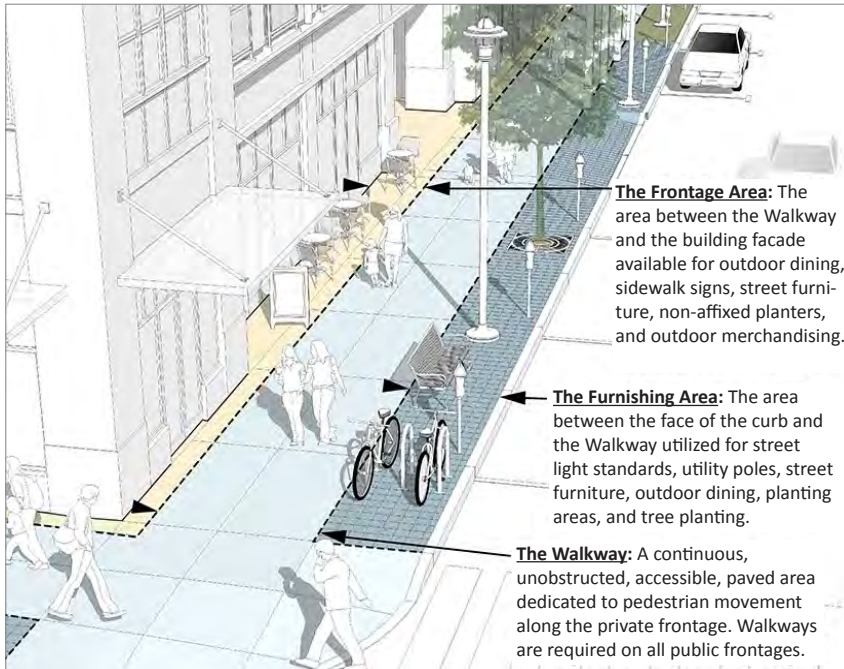
- UD-2.1** Incorporate public spaces (e.g. plazas, pocket parks, or greens) as an integral aspect of site and building design within villages and where feasible within residential/commercial mixed-used districts. (Refer also to the Recreation Element.)
- UD-2.2** Activate public spaces, including streets, sidewalks, and parks with City-permitted special events and park uses that provide cultural enrichment, promote economic vitality, enhance community identity and pride, and provide fundraising opportunities for the community's nonprofit agencies.
- UD-2.3** Integrate pedestrian connections (such as walkways, pathways, sidewalks, passageways, or arcades) and

spaces into site designs within villages and where feasible within residential/commercial mixed-used districts, to encourage public interaction and to facilitate walking.

- UD-2.4** Provide streetscapes that incorporate a frontage area, a pedestrian walkway with non-contiguous sidewalks, and a furnishing area with street trees between the street curb and sidewalk within villages and where feasible within districts.
- UD-2.5** Utilize pop-outs, bulb-outs, and/or building setbacks where appropriate to create pedestrian nodes along streets and at street corners within villages; where feasible within residential/commercial mixed-used districts; and along linear gateways, main streets, and green streets.
- UD-2.6** Provide pedestrian-oriented lighting along linear gateways, main streets, and green streets, as well as on pedestrian paths, at transit stops, and at pedestrian plazas, to enhance the safety and comfort of the pedestrian environment.



Incorporating public spaces and pedestrian and bicycle connections into site design will support activity centers.



Sidewalks with an accessible walkway area, active public space in the frontage area, and pedestrian amenities and landscaping in the furnishing area encourage pedestrian activity.



Sidewalks with a furnishing area that incorporates street furniture, street trees, and landscaping help create a comfortable and attractive pedestrian environment.

Walkway Area

- UD-2.7** Incorporate wider sidewalks in the pedestrian walkway area (clear path of travel) within villages and on linear gateways, main streets, and green streets.
- UD-2.8** Minimize the number of driveways that interrupt the pedestrian walkway.
- UD-2.9** Avoid placing obstructions within the pedestrian walkway area, such as transformers and utility boxes, to the maximum extent possible.

Frontage Area

- UD-2.10** Design the frontage area between buildings and the public right-of-way to be active in areas of high pedestrian activity, or a mixture of active and passive in areas with moderate to lower levels of pedestrian activity, to support walkability.
- UD-2.11** Create active frontage areas for buildings by incorporating ground-floor retail or office uses or entrances to residential lobbies within villages and residential/commercial mixed-used districts and along linear gateways, main streets, and green streets.
- UD-2.12** Incorporate active frontage areas with outdoor seating adjacent to parks and public spaces within villages and residential/commercial mixed-used districts to create pedestrian-oriented activity centers. (Refer also to the Recreation Element.)

Furnishing Area

- UD-2.13** Provide a furnishing area between the curb and the sidewalk, with street trees and plantings within parkway planting areas, bioswales, or tree wells, to enhance the pedestrian environment and capture urban runoff where feasible. (Refer also to the Urban Greening section.)

4.3 URBAN GREENING

Urban greening integrates storm water management and treatment with the planting of trees and landscaping in the public right-of-way and private development areas. Urban greening improvements in Midway - Pacific Highway will support walkability, clean the air, clean storm water, cool the pavement, and calm traffic. Street trees and landscaping are vital parts of the envisioned urban character as well as the urban greening infrastructure system. The community street tree plan (see Figure 4-2 and Appendix A) establish street tree themes for primary street corridors and each district and village. Midway-Pacific Highway can experience flooding during rain events and from periodic high tides. Bioretention and bioinfiltration facilities in the public right-of-way along green streets and linear gateways can supplement the storm drain system and help cleanse storm water of contaminants.

GREEN STREETS

Green streets, as identified in Figure 4-1, will link people to parks, public spaces, and adjacent communities. These streets will incorporate a bicycle and pedestrian orientation, storm water improvements, canopy shade street trees, pedestrian lighting, and other pedestrian amenities. Other suitable streets may also receive green street improvements to help meet storm water pollution reduction goals.

POLICIES

- UD-3.1** Design green streets to incorporate enhanced pedestrian and bicycle facilities, canopy street trees, and storm water features that increase absorption of storm water, urban runoff, pollutants, and carbon dioxide. Consider operational and maintenance needs for green street elements when designing improvements.
- UD-3.2** Design and construct all new public streets with green street features to the extent feasible.



Urban greening with street trees, landscaping, and storm water improvements enhances walkability, calms traffic, and provides environmental benefits.



Green streets create improved pedestrian and bicycle connections between parks and public spaces and improve sustainability with shade-producing street trees and storm water management features.

LANDSCAPING

Landscaping in the public right-of-way and development sites can capture and infiltrate storm water into the ground, reduce the urban heat island effect, and shade buildings from solar heat. Landscaping in parkways can also create a physical barrier between pedestrian areas and vehicular areas to increase pedestrian comfort.

POLICIES

- UD-3.3** Incorporate drought-tolerant and native species for landscaping in parkways, medians, other public spaces, and private development.
- UD-3.4** Minimize the use of impervious surfaces and surfaces that have large thermal gain to promote storm water infiltration and reduce the urban heat island effect.
- UD-3.5** Maximize the use of landscaping to provide shade and passive cooling to buildings, outdoor recreational spaces, and paved surfaces. (Refer to Box 4-1.)
- UD-3.6** Preserve existing mature trees in landscaping areas wherever possible, as they are providing the greatest environmental benefits to the community.
- UD-3.7** Incorporate low impact development landscaping techniques within surface parking areas, such as inverted planting strips, turf-crete, and tree wells with shade trees.
- UD-3.8** Incorporate green features in the design of parking structures, such as cascading vines, rooftop landscaping visible from the public right-of-way, and planting features along the deck edges.
- UD-3.9** Encourage development of linear parks identified in the Recreation Element by allowing development projects that incorporate a linear park to count the landscaping area in the linear park toward the project's landscaping requirements.

BOX 4-1: SHADE AND PASSIVE COOLING LANDSCAPING TECHNIQUES

- Place trees strategically for their benefits in building, window, and outdoor space shading.
- Plant deciduous trees on the south side of buildings to shade the south face and roof during the summer while allowing sunlight to reach buildings in the winter.
- Plant vegetation to shield exposed east- and west-facing walls.
- Plant groundcovers that prevent ground reflection of solar heat and keep the surface cooler.
- Build roof gardens, eco-roofs, or other vegetated roof systems to help reduce the solar heat gain and, where possible, to serve as functional passive-use space.



Drought-tolerant and native landscaping placed strategically will shade buildings.



STREET TREES

Street trees improve community appearance, reduce the urban heat island effect, create shade within the public realm, and provide a barrier between pedestrian and vehicular areas. Street trees are also a tool for managing storm water, due to their ability to absorb water through their root systems and transpire water vapor and oxygen back to the atmosphere. The Community Plan establishes street tree themes for primary street corridors and districts and villages, as shown in Figure 4-2, to contribute to sense of place. The street tree palettes are found in Appendix A.

POLICIES

UD-3.10 Incorporate street trees consistent with the street tree palettes to create strong, recognizable themes. (Refer to Appendix A.)

UD-3.11 Preserve existing mature trees in the public right-of-way wherever possible. Replace each removed tree with two new trees where feasible.



Street trees in commercial corridors create pleasant shopping and dining environments.

BOX 4-2: STREET TREE PLANTING GUIDELINES

- Choose tree species from tree palettes to avoid potential conflicts with overhead or underground utilities, signs, and nearby structures. The ultimate tree size and form should fit within the parkway and aerial space allocated.
- Utilize tree root barriers along sidewalks and walkways in order to minimize pavement upheaval.
- Utilize a structural soil medium or suspended pavement technology that extends from the street curb to the full width of the adjacent property line or, if narrower, the extent of the mature canopy.
- Plant trees whose size at planting does not generally exceed 15 gallons, since younger specimens will acclimate to the site and surpass older, larger container specimens in size and health within a few years.
- Utilize tree grates or alternative techniques to protect trees, allow for trunk growth, and reduce pedestrian safety hazards in areas with high pedestrian activity.
- Coordinate tree grate design and materials with overall character of the street.
- Utilize small plants and bulbs that will not compete with the tree roots for water, space, and nutrients if additional landscaping is incorporated into tree pits.

- UD-3.12** Consider implementing the street tree planting guidelines in Box 4-2 to ensure trees' long-term health and success.
- UD-3.13** Space trees to have sufficient canopy to provide shading to the pedestrian zone in order to create a comfortable pedestrian environment. Spacing of trees should be dependent on species selected (20 to 50 feet on center), and should be based on the ability to reasonably achieve shading of at least 50 percent of the public right-of-way within ten years of planting.
- UD-3.14** Encourage the development and implementation of a tree maintenance and watering plan for village areas and large development to maintain the long-term health of street trees that includes the activities listed in Box 4-3.
- UD-3.15** Consider placing signs at a height that will allow visibility under shade trees.



Street trees create an attractive streetscape and provide shade within the public realm.

BOX 4-3: TREE MAINTENANCE AND WATERING PLAN COMPONENTS

- Raising the tree canopy as needed in order to address hazards and provide visibility of traffic signals and other traffic control devices for pedestrians and motorists.
- Addressing tree growth that obstructs building signs while maintaining the tree in place, through actions such as raising the tree canopy or temporarily repositioning signs.
- Removing dead trees or trees deemed to be an immediate hazard within the public right-of-way.
- Watering for street trees based on how large the trees are, to ensure maximum use of water provided.
- Eliminating weeds from street tree pits to reduce the amount of stress placed on the tree.
- Removing trash from street tree pits to reduce the amount of stress placed on plants.
- Loosening the top 2 to 3 inches of soil to alleviate compaction and help water and air reach the roots, and application of a three-inch layer of mulch to the tree pit to facilitate growth.



FIGURE 4-2: STREET TREE PLAN



4.4 GATEWAYS

Community gateways, as shown in Figure 4-1, will enhance sense of place and indicate entrance to a unique location by providing a notable visual experience for pedestrians, bicyclists, and motorists. Signage, monuments, public realm improvements, and architectural and site design will define the gateways. Linear gateways will provide connections within the community, to adjacent communities, and to adjacent regional parks and open space. Gateway nodes will be points along these linear gateways and other key streets that mark entrances to the community. The Public Facilities, Services and Safety Element discusses funding mechanisms for installation and maintenance of gateway landscaping and lighting that exceeds basic City services.

LINEAR GATEWAYS

Linear gateways will have a bicycle- and pedestrian-friendly environment, with wider sidewalks and bicycle facilities where feasible. The Bay-to-Bay, La Playa Trail, Highway 101, and Midway Drive linear gateways will include street tree themes, wayfinding signage designs, and multi-use urban paths that facilitate pedestrian and bicycle mobility as further described in the Mobility Element. Camino Del Rio West and Washington Street also serve as linear gateways that will include community identity features such as landscaping and community entry signs that enhance the sense of arrival.

BAY-TO-BAY LINEAR GATEWAY

The Community Plan envisions the establishment of a Bay-to-Bay linear gateway connecting San Diego Bay with Mission Bay, connecting the community to the Coastal Zone, and linking public spaces and linear parks. The route of the linear gateway will be defined through urban design, public space, and wayfinding improvements, including a multi-use urban path and enhanced streetscape and landscaping.

Two routes have been identified for the Bay-to-Bay connection. The near-term route will connect to Mission Bay along Sports Arena Boulevard under the I-8 interchange, and from Sports Arena Boulevard to Barnett Avenue along Enterprise Street. The long-term route includes the provision of a pedestrian and bicycle connection from the Sports Arena Community Village to the San Diego River Park across I-8 and from Sports Arena Boulevard to Barnett Avenue along Dutch Flats Parkway. Each segment of the link is described below.

Sports Arena Boulevard – The Community Plan envisions buildings along the boulevard that front the street to encourage pedestrian activity, along with enhancement of the existing right-of-way and removal of on-street parking to provide opportunities for wider sidewalks, the multi-use urban path lined with street trees, landscaped medians, and bicycle lanes. The intersection of Sports Arena Boulevard and Midway Drive serves as a gateway into the community from Mission Bay Park and the Ocean Beach and Peninsula communities.



Linear gateways provide a bicycle- and pedestrian-friendly environment with wider sidewalks, street trees, benches, and bicycle parking.



Kemper Street – The extension of Kemper Street from Hancock Street to Sports Arena Boulevard will be designed as a green street with wider sidewalks and a double row of street trees on each side of the street to promote pedestrian activity.

Dutch Flats Parkway – Dutch Flats Parkway will be a new street within the Dutch Flats Urban Village, connecting Sports Arena Boulevard to Barnett Avenue. As a green street, it will incorporate wider sidewalk widths, landscaping, and street trees. Enterprise Street will serve as the near-term route for this segment of the Bay-to-Bay linear gateway until the construction of Dutch Flats Parkway.

Barnett Avenue – Barnett Avenue will link to Liberty Station in the Peninsula community, which provides pedestrian and bicycle paths to San Diego Bay. Sidewalks with a landscaped buffer zone and street trees, along with a multi-use urban path and bicycle lanes, will provide an enhanced environment for pedestrians and bicyclists. The intersection of Barnett Street and Truxtun Road will serve as a gateway node into and from the community at Liberty Station.

Lytton Street – Lytton Street will serve as a connection between two major linear gateways, the Bay-to-Bay and the La Playa Trail. Reducing curb cuts, enhancing the sidewalks to include a buffer zone with street trees, a multi-use urban path, and active building frontages at the street will support a pedestrian orientation.

LA PLAYA TRAIL LINEAR GATEWAY

La Playa Trail was the main link between San Diego Bay, Old Town San Diego, and the Mission San Diego de Alcalá in the 1700s and 1800s. The La Playa Trail generally corresponds to present-day Rosecrans Street (see the Introduction and the Historic Preservation Element). The incorporation of historic markers and signage along Rosecrans Street will acknowledge the significance of La Playa Trail as the oldest

European trail on the Pacific Coast and an ancient Kumeyaay path. Rosecrans Street will also commemorate the historic La Playa Trail with landscaped medians and a street tree theme.

Removing on-street parking will provide space for enhancing existing right-of-way with wider sidewalks, street trees, a multi-use urban path, and bicycle lanes. Rosecrans Street will reinforce the connection between the Old Town San Diego, Midway-Pacific Highway, and Peninsula communities, and to regional assets including Presidio Park, Old Town San Diego State Historic Park, and Liberty Station. The underpass at the intersection of I-5 and Rosecrans Street will have wider sidewalks and artistic, pedestrian-oriented lighting to create a comfortable connection to Old Town San Diego and the Old Town Transit Center. The intersection of Rosecrans Street and Lytton Street will be enhanced as a gateway node with improvements that could include landscaping and signage.



Linear gateway enhancements on Rosecrans Street north of Sports Arena Boulevard will include parkway bioswales with street trees, an urban path, bike lanes, and a planted median.

HIGHWAY 101 LINEAR GATEWAY

Pacific Highway serves as a point of access to Midway-Pacific Highway, San Diego International Airport, and Old Town San Diego. Historically, Pacific Highway was part of Highway 101 and served as a regional conduit for vehicular traffic to Downtown and to destinations to the north. Pacific Highway's bridges, underpasses, and frontage road are reminders of its history as a former highway, and pose difficulties for the creation of a pedestrian- and bicyclist-friendly environment. Redesigning the Pacific Highway and frontage road right-of-way will transform the road's character into a linear gateway accommodating pedestrians and bicyclists along with vehicles. Retrofitting Pacific Highway will include the incorporation of wider sidewalks, cycle tracks, a multi-use urban path, street trees, and landscaped medians.

MIDWAY DRIVE LINEAR GATEWAY

Midway Drive provides a linear gateway between the coastal communities of Peninsula, Ocean Beach, Mission Beach, and Pacific Beach to Downtown San Diego via the Pacific Highway 101 linear gateway. This linear gateway will incorporate a multi-use urban path that provides an enhanced pedestrian and bicycle connection to the coastal communities. Acorn street lighting will provide a pedestrian-oriented character as part of a unique design theme for Midway Drive. Removing on-street parking and enhancing existing right-of-way will allow for wider sidewalks with street trees.

CAMINO DEL RIO WEST LINEAR GATEWAY

Camino del Rio West serves as a vehicular gateway to the community from I-5 and I-8, and also connects to Rosecrans Street/La Playa Trail and Sports Arena Boulevard/Bay-to-Bay. The median will be enhanced with landscaping and signage, and sidewalks will incorporate landscaping and street trees to help beautify the entrance to the community.

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WASHINGTON STREET LINEAR GATEWAY

Washington Street provides a connection to and from the Uptown community, to the Hancock Transit Corridor and Kettner District, to the Washington Street Trolley Station, and to the Pacific Highway linear gateway. Washington Street will incorporate improved sidewalks with street trees.

POLICIES

- UD-4.1** Incorporate linear gateway improvements into existing and future right-of-way to emphasize pedestrian and bicycle mobility wherever feasible.
- UD-4.2** Incorporate the linear gateway concepts as the basis for the design of improvements (public and private) along the linear gateways wherever feasible.



This rendering shows what Pacific Highway could look like after implementation of linear gateway improvements.



GATEWAY NODES

Gateway nodes are entry points into Midway-Pacific Highway (see Figure 4-1) that will highlight community identity. A gateway node can consist of a landmark feature (structure, architectural treatment, sign, or sculpture), streetscape enhancements, lighting, community marker, and/or unique landscape theme to create a ceremonial entryway.

POLICIES

- UD-4.3** Incorporate gateway node features at key entrances to the community that enhance the sense of arrival and urban character for pedestrians, bicyclists, and vehicles.
- UD-4.4** Incorporate lighting, signage, community markers, and/or unique landscape themes to emphasize gateway nodes.
- UD-4.5** Design buildings located at gateway nodes to be oriented to the gateway corner and to incorporate pedestrian spaces and iconic architectural features.
- UD-4.6** Encourage the installation of public art of various types at gateway nodes as a means to enhance the public realm.



Gateway nodes at and around prominent intersections will welcome activity.

4.5 WAYFINDING SIGNS

Installation of a wayfinding sign system will support pedestrian and bicyclist activity and enhance the urban character. Wayfinding signs at key locations will indicate pedestrian and bicycle routes, guide vehicle traffic, and support the use of transit. Concepts for wayfinding signs specific to the planned multi-use urban paths were prepared as part of the Midway-Pacific Highway Urban Greening Plan. A maintenance assessment district may be needed to install and maintain the signs.

POLICIES

- UD-5.1** Encourage the design and installation of wayfinding signs to define pedestrian, bicycle, and vehicular gateways and linkages.
 - A.** Incorporate wayfinding signs at gateways.
 - B.** Incorporate wayfinding signs along linear gateways, in particular at intersections with other linear gateways.
 - C.** Incorporate historic markers and signs along Rosecrans Street to acknowledge its significance as La Playa Trail.



Wayfinding signs and markers will highlight community character and support mobility.



4.6 BUILDING AND SITE DESIGN

Buildings will incorporate varying form, mass, scale, and materials, as well as active building design principles to help define the distinct character and appeal of the villages and districts. Active building design will encourage pedestrian activity and pedestrian interaction with active ground floor spaces by creating interesting and welcoming building frontages. Buildings will incorporate modulations, articulations, stepbacks, and different transparencies, and use contemporary and high-quality materials with varying colors and textures to create a pedestrian scale and visual appeal. Pedestrian-oriented areas for outdoor dining, shopping, and passive recreation or cultural events will be integrated into buildings and development sites to provide additional vitality to the public realm.

POLICIES

Pedestrian-Oriented Design (Districts and Villages)

- UD-6.1** Orient buildings and primary entrances to the primary street frontage to connect to the public realm.
- UD-6.2** Design buildings with active frontage elements such as enhanced windows, storefront treatments, and public spaces that front on to the public realm to enliven the streetscape and provide eyes on the street.
- UD-6.3** Encourage public realm enhancements such as increased setbacks, public spaces, and pedestrian nodes (see Box 4-4) in conjunction with active building frontages to help create a sense of place and community, where feasible.

BOX 4-4: PEDESTRIAN NODES DEFINED

Elements of a pedestrian node include:

1. Increased space for pedestrians, such as:
 - Sidewalk bulb-outs
 - Widened sidewalks
 - Plazas
 - Courtyards
2. Pedestrian-oriented enhancements, such as:
 - Special paving
 - Seating and other street furniture
 - Outdoor dining
 - Outdoor shopping
 - Shade trees
 - Accent landscape planting
 - Public art



Active frontages with seating and entrances facing the street encourage pedestrian activity.



Pedestrian-Oriented Design (Villages and Superblocks)

- UD-6.4** Orient primary building entries toward public sidewalks, plazas, and public or private pathways that connect to the public sidewalk, rather than to parking lots, to encourage an active public realm.
- UD-6.5** Design commercial and mixed-use buildings with ground floors that face streets, courtyards, gardens, plazas, paseos, or greens to create active building frontages.
- UD-6.6** Integrate pedestrian connections (walkways, pathways, paseos, arcades, and/or passageways) and pedestrian-oriented public spaces into site design.
- UD-6.7** Provide pedestrian connections or utilize main streets and green spaces to divide superblocks into smaller blocks.
- UD-6.8** Incorporate pedestrian-oriented public spaces (e.g. pocket parks, greens, gardens, promenades, plazas, courtyards, tot lots) to expand and add interest to the public realm and to serve as community gathering spaces. (Refer also to the Recreation Element.)



Pedestrian-oriented public spaces in villages will enhance the public realm.

Building Frontages and Facades

- UD-6.9** Locate and design commercial and mixed-use buildings to activate the public realm.
- UD-6.10** Create a strong sense of edge along streets by providing consistent building setbacks.
- UD-6.11** Design buildings with a pedestrian-oriented sense of scale by differentiating the mass and scale of buildings, varying rooflines, incorporating vertical and horizontal modulations, and using color or architectural elements.
- UD-6.12** Articulate all façades that are adjacent to sidewalks and pedestrian paths to create visual interest and avoid long stretches of uninterrupted blank walls. Means to accomplish articulation include plane changes, upper story stepbacks, projecting bays, balconies, and other architectural elements, and by varying materials, colors, textures, and/or transparencies.
- UD-6.13** Encourage differentiation of first floor frontages adjacent to the public realm from the upper floors by incorporating a greater degree of street-level material texture, detail, articulation, and/or transparency.



Variations in articulation, massing, rooflines, colors, and materials creates visual interest.

- UD-6.14** Design live-work or shopkeeper units located along a street frontage to appear like a commercial storefront.
- UD-6.15** Encourage the use of non-reflective vision glass on all ground floor street frontages for retail, commercial, and office uses.
- UD-6.16** Define the edges, boundaries, and transitions between private and public space areas with landscaping, grade separations, covered patios, low garden walls, low gates, etc.
- UD-6.17** Encourage necessary fences and gates to be semi-transparent and incorporate artistic elements and/or landscaping.
- UD-6.18** Incorporate Crime Prevention Through Environmental Design (CPTED) concepts within developments, along sidewalks and walkways, at transit stops, and in conjunction with pedestrian nodes to enhance the safety and comfort of the pedestrian experience.
- UD-6.19** Install pedestrian lighting along building frontages.
- UD-6.20** Discourage the installation of ground-mounted or pole-mounted business signs within the Coastal Zone along Pacific Highway.

Parking

- UD-6.21** Design and locate parking areas in relation to buildings to minimize the visibility of parked vehicles from the street.
 - A.** Incorporate active uses and frontages (residential, retail, or commercial) to wrap parking structures.
 - B.** Utilize buildings, architectural features, or landscaped buffers to screen parking areas.

- UD-6.22** Locate surface parking and structured parking entryways to minimize disruption to the pedestrian right-of-way.
 - A.** Facilitate access to parking generally from side streets or secondary streets, where feasible.
 - B.** Consolidate, to the extent feasible, parking for multiple properties to minimize the number of curb cuts and facilitate pedestrian and bicycle circulation.
- UD-6.23** Encourage structured parking wherever possible to minimize the site area dedicated to automobile parking.
- UD-6.24** Incorporate pedestrian pathways in surface parking and parking structure design to provide linkages between commercial uses, parking areas, and the public right-of-way.
- UD-6.25** Design parking structures that serve a group of buildings to be consistent in architectural treatment to the buildings that they serve.

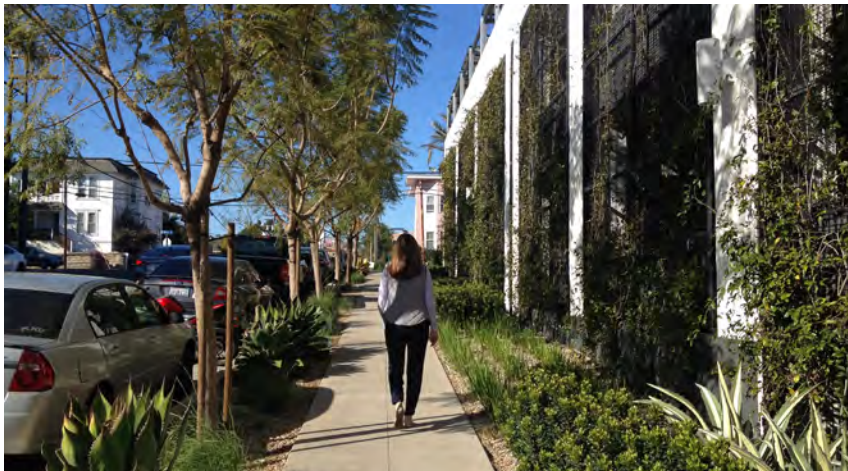


Parking structures that are consistent in architectural treatment to the building(s) that they serve creates visual harmony and minimizes the visual prominence of parking.



Service Areas and Utilities

- UD-6.26** Locate service and loading access at the rear of buildings. If this is not possible, then screen these areas with building elements that integrate living walls, landscaping, public art, and lighting design.
- UD-6.27** Locate utilities, storage, and refuse collection areas at side or rear of buildings, away from the public realm.
- UD-6.28** Locate mechanical equipment, including ground, building, and roof-mounted equipment, away from the public view.
- UD-6.29** Screen mechanical equipment from the public view with building elements and landscaping that are consistent with the character and design of the building facades.
- UD-6.30** Locate utility boxes and ground-level utility access panels out of the public right-of-way to prevent pedestrian impediments and to ensure ample planting space for landscaping and street trees in the buffer zone.



The use of green walls on parking structures will minimize their visibility from the street and help create an attractive urban environment.

4.7 LIGHT ENVIRONMENT

Finding a balance between nighttime lighting for safety and visibility and intrusive lighting is important in urban communities. Careful building and site design can result in lighting that enhances community ambiance and deters crime without disrupting residents at night.

POLICIES

- UD-7.1** Design signage to incorporate illumination that is adequate for sign visibility but does not create glare.
- UD-7.2** Avoid use of signs that include blinking text or video clips or other forms of animation, electronic message boards or displays, and electronic display systems.
- UD-7.3** Utilize adequate, uniform, and glare-free lighting, such as dark-sky compliant fixtures, to avoid uneven lighting, harsh shadows, and light trespass on adjacent properties.
- UD-7.4** Utilize adjustable lighting fixtures to redirect lighting to where it is needed in varying conditions.
- UD-7.5** Utilize landscaping such as trees and shrubs to block light spillage, where appropriate.
- UD-7.6** Utilize materials in new development that will reduce light reflection and glare.
- UD-7.7** Encourage project lighting plans and specifications to be energy-efficient, incorporating technology such as energy-efficient lighting types, solar-powered lights, removal of existing but unneeded lighting, use of automatic light turn-off systems, and use of non-lighting alternatives such as clear signage and clearly painted roadway lines.
- UD-7.8** Consider the use of artists for projects that involve lighting as a visual element on a building, or the inclusion of light-based public art.

4.8 SUSTAINABLE DESIGN

Sustainability concepts are woven throughout the community plan, including the Land Use Element, Mobility Element, and Conservation Element. Sustainable development is a priority for the City of San Diego as a whole. The Climate Action Plan identifies strategies and actions to meet specific citywide greenhouse gas reduction targets including strategies related to building and site design. To improve sustainability, building retrofits and new construction will need to utilize environmentally conscious building practices and materials, increase energy and water efficiency, increase on-site energy generation, reduce waste generation, and support active modes of transportation in addition to automobiles. Appendix C, the Sustainability and Conservation Toolbox, provides additional information on development design features which can help projects meet sustainability goals.



Design that maximizes natural and passive cooling complements the local climate.

POLICIES

- UD-8.1** Encourage the adaptive reuse of existing buildings, in conjunction with improvements to increase energy efficiency and building longevity.
- UD-8.2** Design buildings and sites to incorporate passive solar design.
- UD-8.3** Design buildings and landscaping to minimize building heat gain.
 - A.** Employ trees and landscaping strategically in site design for their benefits in building, window, and outdoor space shading.
 - B.** Choose cool roofing materials or designs.
 - C.** Utilize window sunshades, extended roof eaves, and low emissivity ("low-e") window glass to control solar exposure for building interiors.
- UD-8.4** Maximize natural and passive cooling that builds on the proximity of San Diego Bay, Mission Bay, and the Pacific Ocean by employing building design that incorporates vents oriented to capture prevailing winds; ceiling vaults; thermal chimneys, etc. to facilitate air movement.
- UD-8.5** Maximize the use of solar energy through installation of photovoltaic panels, solar water heating systems, and other technologies.
- UD-8.6** Encourage the installation of solar energy generation systems where large roof surfaces, surface parking areas, or parking structures are present or proposed.
- UD-8.7** Encourage the implementation of wind energy generation systems that are compatible with surrounding development.



- UD-8.8** Utilize drought-tolerant and native species in landscaping and parkway design to minimize water usage while providing attractive streets and environments.
- UD-8.9** Discourage the use of turf in new ornamental landscaping areas, and strongly encourage the replacement of ornamental turf with water-wise landscaping in existing landscaping areas.
- UD-8.10** Implement drip irrigation and weather-based irrigation control systems in landscaping areas.
- UD-8.11** Design and retrofit buildings to capture and utilize rainwater for landscape irrigation.
- UD-8.12** Encourage the uses of graywater reuse systems for landscape irrigation to supplement potable water supplies.
- UD-8.13** Integrate storm water and urban runoff capture and treatment facilities into landscaping and parking areas.
- UD-8.14** Minimize on-site impermeable surfaces, such as concrete and asphalt.
 - A.** Utilize permeable paving materials such as permeable pavers, porous asphalt, reinforced grass pavement (turf-crete), cobblestone block pavement, etc. where possible to allow storm water and urban runoff infiltration.
 - B.** Choose the permeable paving material that best suits the location of implementation, taking into consideration maintenance needs for the type of permeable paving which could include street sweeping.



Drought-tolerant landscaping and storm water features can enhance sites while furthering sustainability goals.



The West City Continuing Education Center is an excellent example of site design for storm water management and features porous concrete and bioswales in its parking lot.

ECONOMIC PROSPERITY

5



5.1 Business Improvement, Attraction, Retention, and Expansion



INTRODUCTION

Midway - Pacific Highway has been an economic center since the early twentieth century when it began developing into a major aerospace and defense training and manufacturing center. While the aerospace-related industries have transitioned out of the community, the military continues to be a major employer. The Community Plan seeks to reposition the community as a twenty-first century employment hub to attract a diversity of businesses and jobs.

The Community Plan envisions Midway - Pacific Highway as an urban mixed-use employment center with an emphasis on innovation, design, and technology jobs, located near transit and the San Diego International Airport. It focuses on providing an urban character that attracts businesses and jobs and leverages the attributes of being centrally located in a walkable environment and with easy access to regional transit, and convenient to entertainment, shopping, restaurants, and recreation. Key goals of the Community Plan are to establish villages and districts, each with its own sense of place based on its setting and vision for future development; to create an attractive network of pedestrian and bicycle urban paths through the community; to develop a pedestrian-oriented built environment with a mix of uses; and to foster a vibrant urban lifestyle. Midway - Pacific Highway provides an employment center in an urban setting offering unique experiences that differ from the City's suburban employment centers. The Community Plan also allows higher density housing near transit to foster the development of smaller and less expensive housing units and enable people to live closer to work. The community's location and vision will attract and retain innovative companies and young workers who want to work in a vibrant community near urban living, recreation, and entertainment.

ECONOMIC PROSPERITY GOALS

- Efficient use of employment and commercial lands in a manner that enhances the economic base and urban character of the community.
- Economic growth of defense industries and businesses that cater to the U.S. Navy's Space and Naval Warfare Systems Command facility and Marine Corps Recruit Depot.
- Economic well-being of locally owned and operated businesses through the utilization of economic development approaches and programs.

Midway - Pacific Highway, while near downtown, offers different opportunities for employment-related development due to its varying parcel sizes and varying character areas. The parcel sizes in the Dutch Flats Urban Village and Kettner District are large enough to provide for larger scale urban infill development. The warehouses in the Camino Del Rio District provide the opportunity for creative office and artisan and craft manufacturing businesses. The Hancock Transit Corridor provides opportunities for fine-grained infill and street-level shopkeeper units for entrepreneur and artist space. And the Sports Arena Community Village is envisioned to become a mixed-use center with civic and public spaces surrounded by residential and office uses, restaurants, retail, and entertainment uses which could include the Sports Arena. Overall, the community represents a great opportunity to create new jobs and residential development.



The policies in the General Plan and Community Plan provide a framework to encourage economic development. The Land Use, Villages & Districts Element in this plan provides for the location of industrial and commercial land uses and provides recommendations for the creation and preservation of employment areas within the Community, and the Urban Design element provides direction to enhance the quality and appearance of the built environment and the supporting public realm.

5.1 BUSINESS IMPROVEMENT, ATTRACTION, RETENTION, AND EXPANSION

INDUSTRIAL AND HEAVY COMMERCIAL

The Kettner District and Hancock Transit Corridor contain parcels designated for Urban Industrial and Heavy Commercial use that provide centrally located space for manufacturing and other businesses that need to be separate from residential uses. These areas include a mix of parcel sizes that can accommodate small and start-up businesses, as well as business expansion and large businesses.

MILITARY

The Naval Base Point Loma (NBPL) - SPAWAR complex and U.S. Marine Corps Recruit Depot (MCRD) are facilities of national importance and are particularly important to the economies of Midway - Pacific Highway and the City of San Diego. The NBPL - SPAWAR complex and MCRD bring federal expenditures into San Diego, which helps to support the local economy. Defense research and development (R & D) businesses provide support to the activities at the NBPL - SPAWAR complex, and the Dutch Flats Urban Village provides opportunities for these companies to locate near the complex.

OFFICE AND RESEARCH & DEVELOPMENT

The Community Plan envisions that Dutch Flats Urban Village will provide office and research space for defense, high-tech, and clean-tech R & D businesses in a mixed-use urban environment, along with flex space for other businesses. Opportunities also exist in the Camino Del Rio and Kettner Districts for the development of technology and R & D uses. The large parcels in the community can support large campus-style office and R & D developments in proximity to transit, Downtown, the Airport, and the NBPL - SPAWAR complex. Complementary mobility and infrastructure improvements within and near the larger parcels, as described in the Mobility, Urban Design, and Recreation Elements, will improve the community's visual character. The Kemper Neighborhood Village and Sports Arena Community Village also offer opportunities for professional and multi-tenant office development. The Hancock Transit Corridor could provide another interesting location for small technology-based companies that want to locate in an urban environment near transit.



Shopkeeper units provide opportunities for entrepreneurs, artists, small businesses, and other commercial uses in mixed commercial residential areas.



The Community Plan envisions that existing stand-alone commercial uses will infill with additional commercial uses and with public spaces, which can accommodate outdoor markets and activities, in a “main street” environment.



Hotel and visitor uses in Midway - Pacific Highway support uses and attractions including the Marine Corps Recruit Depot, Old Town, and Sea World.

RETAIL GOODS AND SERVICES

Retail commercial uses within the Kemper Neighborhood Village, Sports Arena Community Village, and Rosecrans District provide important goods and services to residents within the community as well as adjacent urban and coastal communities. With urban design improvements that enhance the public realm, existing retail uses will attract additional consumers. The Community Plan envisions that existing stand-alone retail centers will infill with additional commercial uses and a variety of non-retail uses including residential, public space, civic uses, and entertainment uses to create vibrant multiple use centers. Retail centers can replace surface parking with parking structures to create additional space for active uses in a “main street” type environment.

HOTEL AND VISITORS

Hotel and visitor commercial uses have a strong presence in Midway-Pacific Highway due to the community’s location close to the airport, freeways, transit, beaches, military installations, Sea World, Old Town, and Downtown. The Community Plan provides potential to develop additional accommodations for people visiting San Diego for work or pleasure.

INSTITUTIONAL

Government and non-government institutional uses are major employers within the community. These institutional uses include the San Diego Unified Port District, County of San Diego Health and Human Services Agency, San Diego Community College District’s West City Continuing Education Center, public and private education facilities, senior citizen nursing care, and veteran and homeless services providers.



WORKFORCE DEVELOPMENT

The West City Continuing Education Center, located within the Kemper Neighborhood Village and operated by the San Diego Community College District, provides vital hands-on job training and certificate programs to prepare and educate individuals for specialized jobs. Urban Corps, which is located in the Camino Del Rio District, is a local nonprofit conservation corps that provides high school education and job training to young adults aged 18-25.

BUSINESS ASSISTANCE AND INCENTIVES

The City works directly with businesses in targeted industries to provide assistance and incentives that result in the retention and creation of jobs and investment in San Diego. Among other initiatives, the City promotes the expansion, attraction and retention of “cleantech” businesses that develop products and technologies that provide environmentally sustainable solutions.

POLICIES

- EP-1.1** Encourage office, research and development, and other base sector employment-oriented uses and supportive commercial and industrial services to locate within Midway - Pacific Highway.
- EP-1.2** Encourage visitor-commercial uses to provide rooms and amenities to serve a wide range of users, including tourists and business travelers.
- EP-1.3** Encourage economic growth of base sector employment industries and local businesses that provide services to the Space and Naval Warfare Systems Command facility.
- EP-1.4** Support the attraction, retention, and expansion of businesses that develop products and technologies which provide environmentally sustainable solutions.



The San Diego Community College District's West City Continuing Education Center, located on Fordham Street, is an important workforce development resource.



Office, research and development, and other base sector employment uses are encouraged to locate in Midway - Pacific Highway.



The community holds many opportunities for businesses that focus on innovation, design, and technology to locate near transit, housing, and Downtown.

- EP-1.5** Encourage businesses that focus on creating innovation, design, and technology jobs.
- EP-1.6** Support the retention and expansion of employment-related uses to promote economic vitality at the village and district level.
- EP-1.7** Support the consolidation of parcels to facilitate expansion of businesses and additional employment opportunities.
- EP-1.8** Encourage the use of local, state, and federal programs to incentivize the retention and expansion of employment-oriented businesses including small, mid-size, and start-up businesses within Midway - Pacific Highway.
- EP-1.9** Support the retention and enhancement of the Marine Corps Recruit Depot and Space and Naval Warfare Systems Command facilities.
- EP-1.10** Support the growth and expansion of the West City Continuing Education Center to provide educational and job training programs.
- EP-1.11** Encourage shopkeeper units for entrepreneur and artist space within mixed commercial residential designated areas.
- EP-1.12** Support the location of artisan and craft businesses within commercial designated areas.

PUBLIC FACILITIES, SERVICES, AND SAFETY

6



- 6.1 Public, Semi-Public, and Community Facilities and Services
- 6.2 Maintenance, Landscaping, and Lighting
- 6.3 Health and Human Services
- 6.4 Health and Safety
- 6.5 Sea Level Rise



INTRODUCTION

The Public Facilities, Services and Safety Element addresses the provision of public facilities and services within Midway - Pacific Highway and health and safety issues affecting the community. Additional discussion and policies related to public facilities and services are found in other Community Plan elements, including the Land Use, Villages and Districts, Recreation, and Economic Prosperity.

PUBLIC FACILITIES, SERVICES, AND SAFETY GOALS

- Provision of public facilities to serve the residents and employees of Midway - Pacific Highway.
- Diversity of semi-public facilities to support the community.
- Provision of maintenance, landscaping, and lighting to serve the residents and employees of Midway - Pacific Highway.
- Dispersion of human services facilities within Midway - Pacific Highway and throughout the City and region.
- Compatibility between human services facilities and adjacent uses.
- Integration of health care facilities near transit that provide a range of services to Midway - Pacific Highway and the coastal area communities.
- Creation of a safe and livable environment by ensuring new development reduces and avoids risks posed by geologic, seismic, and hazardous materials conditions.
- Reduction of risks associated with sea level rise and a rise in the community's water table.

6.1 PUBLIC, SEMI-PUBLIC, AND COMMUNITY FACILITIES AND SERVICES

An essential component for achieving the vision of Midway-Pacific Highway becoming a vibrant community and employment center is a framework of public facilities and amenities. Parks, public spaces, and schools are vital to support a growing population, and police and fire and rescue services and facilities are essential for public safety.

Generally, the City does not have land use jurisdiction over land with institutional uses owned by other government agencies. The Community Plan policies provide guidance for public agencies when considering new and enhanced institutional facilities. When a government agency decides to close or relocate a facility, alternative land use and proposed non-institutional uses are subject to the City's land use jurisdiction.

POLICE, FIRE, AND RESCUE

The facilities serving Midway-Pacific Highway, as identified in Table 6-1, are sufficient to meet the community's police, fire, and rescue services needs. The Urban Design Element provides direction for the design of buildings and public spaces that can help deter unlawful behavior. While building design measures can reduce the demands on emergency service providers and help to make the community safe, they will not reduce the need for adequate police, fire, and rescue service capabilities.

EDUCATION AND LIBRARY FACILITIES

San Diego Unified School District provides public education services for the community, as shown in Table 6-1. Dewey Elementary School is the only public school located in Midway-Pacific Highway. Public



school students in the fifth to twelfth grades attend schools outside the community. Saint Charles Borromeo Academy is a private school located in the community that serves students from pre-kindergarten to eighth grade.

To serve the community's future education needs, smaller public charter schools may provide an alternative to the construction of larger non-charter public schools. Also, Dewey Elementary may have the opportunity to be retrofitted and expanded with a second story to make efficient use of land, increase classroom space, and maintain outdoor play areas. The Recreation Element addresses the potential for enhancing the court and field areas at Dewey Elementary as a joint use recreational facility for the community during non-school hours.

The San Diego Community College District provides job training and adult education services at the West City Continuing Education Center on Kemper Street. With its capacity for additional development, the community has potential to increase the presence of higher learning vocational establishments or satellites of the major universities.

The Point Loma/Hervey Library in the Peninsula community and the Mission Hills Library in the Uptown community provide library services to the Midway - Pacific Highway community.

SEMI-PUBLIC FACILITIES

Semi-public facilities are public-serving but not owned or operated by a public agency, and include places of worship, child care facilities, senior centers, and space for community and civic organization meetings. As Midway - Pacific Highway evolves, community spaces will contribute to the vitality and livability of the community when designed to enhance the public realm and support pedestrian activity and transit use.

POLICIES RELATED TO PUBLIC, SEMI-PUBLIC AND COMMUNITY FACILITIES AND SERVICES

- PF-1.1** Support the operation of a police storefront within Midway - Pacific Highway.
- PF-1.2** Maintain sufficient fire and rescue services to serve the Midway-Pacific Highway community.
- PF-1.3** Coordinate with the San Diego Unified School District to explore options for the provision of pre-kindergarten to 12th grade educational facilities to serve future students within Midway - Pacific Highway as needed.

TABLE 6-1: COMMUNITY-SERVING FACILITIES

TYPE	NAME	LOCATION
Police	Western Division Station	Linda Vista
Fire and Rescue	Fire Station No. 20	Midway - Pacific Highway
	Fire Station No. 22	Peninsula
	Fire Station No. 15	Ocean Beach
	Fire Station No. 3	Uptown
	Fire Station No. 8	Uptown
Schools	Dewey Elementary School	Midway - Pacific Highway
	Dana Middle School	Peninsula
	Correia Middle School	Peninsula
	Point Loma High School	Peninsula
	Grant Elementary School	Uptown
	Roosevelt Middle School	Balboa Park
Libraries	San Diego High School	Downtown
	Point Loma/Hervey Library	Peninsula
	Mission Hills Library	Uptown



- PF-1.4** Encourage the establishment of public charter schools in the community's villages.
- PF-1.5** Encourage the efficient use of land at Dewey Elementary by increasing the number of classrooms while still maintaining outdoor playground and field areas.
- PF-1.6** Ensure that new or expanded buildings and public or semi-public uses on designated institutional land are compatible with the surrounding land uses.
- PF-1.7** Support a process to allow the public to have the opportunity to guide long-term uses of publicly owned community-serving facilities.
- PF-1.8** Consider alternative land uses for institutional uses that close or relocate.
- PF-1.9** Encourage location of community facilities in mixed-use buildings and in villages to enhance the public realm and support pedestrian activity and transit use.



Enhanced lighting, street landscaping, and wayfinding signs can be installed and maintained through a Maintenance Assessment District.

6.2 MAINTENANCE, LANDSCAPING, AND LIGHTING

The City provides standard street lighting, trash removal, street sweeping and maintenance efforts within the public right-of-way. Maintenance Assessment Districts provide property owners with the opportunity to assess themselves to pay for enhanced improvements, maintenance, services and activities beyond City standard services in a defined area or the entire community. The Urban Design and Mobility Elements contain policies to enhance the public realm with landscaped streets, medians, pedestrian-oriented lighting, and wayfinding and gateway signs. Pedestrian oriented lighting gives pedestrians a safer environment, promotes night use of commercial shopping areas and transit, and increases citizen perception of safety from crime. Wayfinding and gateway signs can guide vehicle, pedestrian, and bicycle traffic, support transit use, and highlight community identity.

POLICIES RELATED TO MAINTENANCE, LANDSCAPING AND LIGHTING

- PF-2.1** Provide adequate lighting to ensure that commercial and industrial areas have an increased level of street lighting to enhance security and safety.
- PF-2.2** Consider the establishment of a Maintenance Assessment District to install and maintain landscaping, lighting, and wayfinding and gateway signs and provide maintenance services beyond City standard services.



6.3 HEALTH AND HUMAN SERVICES

Within the community are facilities that assist those with extreme needs and others that target more independent populations in need of specialized services such as counseling, education, and job training. Additional health care and human services providers serving people living in the community and adjacent coastal communities may locate in Midway - Pacific Highway in the future.

HUMAN SERVICES

Midway - Pacific Highway is home to human service facilities that provide shelter, meals, counseling, job training, youth programs, and mental and public health services to help improve the quality of life for San Diegans. Human services providers play an essential role in assisting the prevention and reduction of homelessness. However, facilities that lack comprehensive care services, such as shelter, restrooms and on-site counseling, can result in individuals engaging in behaviors off-site that affect the community. The human services facilities in the community that provide comprehensive services and proactively manage external impacts should be looked to as models.

HEALTH CARE

Health care facilities within the Midway - Pacific Highway that provide a range of services will help to reduce the need to travel outside of the community for essential care. Medical care facilities with clinics and urgent care services within Midway - Pacific Highway could be beneficial for regular health care and accessibility purposes for community residents and employees as well as adjacent communities. The Kemper Neighborhood Village, with existing medical office uses, or the Dutch Flats Urban Village, with larger parcels, could provide locations for future medical care facilities.

POLICIES

PF-3.1

Consider future human services facilities within areas designated for heavy commercial and urban industrial.

- A. Minimize effects on adjacent land uses and the community while balancing the provision of services to populations in need of assistance.
- B. Evaluate operations, facilities, and protocols to avoid off-site impacts from clients such as litter, outdoor toileting, loitering, camping, and outdoor lining up.
- C. Encourage homeless facilities that provide a continuum of care approach or a collaboration whereby multiple services are provided on site such as meals, shelter, education, job training, and counseling services.

PF-3.2

Encourage health care facilities within community commercial, mixed residential commercial, and business park areas that provide a range of services to meet the needs of residents, visitors, and employees, such as a small hospital, urgent care facilities, and clinics.



Health care and human services facilities in Midway - Pacific Highway provide services to many San Diegans and can incorporate design elements and operational activities that ensure compatibility with the community.



6.4 HEALTH AND SAFETY

Reducing or avoiding risks associated with seismic and geological hazards and hazardous materials will ensure health and safety. Figure 6-1 illustrates the community's geological and seismic conditions, and Box 6-3 summarizes regulations related to health and safety concerns. For airport land use compatibility and noise compatibility, see the Land Use, Villages and Districts and Noise and Light Elements respectively.

SEISMIC

The most prominent fault in the community is the Rose Canyon Fault Zone, which crosses southern portion of the Pacific Highway corridor in a complex pattern of active and potentially active fault traces.

GEOLOGICAL

Artificial fill placed decades ago without any or with minimal engineering controls underlies a majority of the Midway area, which has a higher potential for liquefaction. Liquefaction occurs when soil loses strength and stiffness in response to applied stress.

HAZARDOUS MATERIALS

New development could encounter isolated soil and/or water contamination on properties with past uses that include, but are not limited to: heavy industrial, manufacturing, or related commercial uses, gas stations, dry cleaners, auto repair facilities, or fuel tanks.

POLICIES

- PF-4.1** Consider the incorporation of passive public space and landscaped areas as part of development projects where active faults preclude the construction of new buildings.
- PF-4.2** Seek State and Federal funding, incentives, and other assistance for hazardous materials site remediation.

BOX 6-1: DEVELOPMENT REGULATIONS RELATED TO HEALTH AND SAFETY

Seismic:

The City requires a geologic study for proposed developments in earthquake fault zones (extending 200-500 feet on both sides of known potentially or recently active fault traces). The State prohibits the construction of buildings for human occupancy across active fault traces or within 50 feet on either side, unless geological investigation proves there are no traces present.

Liquefaction:

The City requires development projects to provide geologic investigations within high liquefaction hazard zones and appropriate mitigation measures.

Hazardous Materials:

The City requires documentation of on-site hazardous materials, addressing site and building conditions, as part of the development review process for properties that have operated with industrial or heavy commercial uses. Site remediation, when required as part of the project approval based on the proposed use and the property's condition, will reduce issues associated with potential ground contamination for new residential uses and other uses considered sensitive receptors. Conditions for site remediation will take into consideration the type of pollutants.

[illegible]



6.5 SEA LEVEL RISE

The Community Plan considers the potential effect of sea level rise on the community's infrastructure and built environment (see Box 6-2). Located on former tidal wetlands and adjacent to the San Diego River and San Diego Bay, Midway - Pacific Highway has a high water table and experiences periodic flooding during storms and unusually high tides.

Scientific information and predictive techniques regarding sea level rise are still evolving. In 2012, analyses were conducted for San Diego Bay and surrounding communities to predict potential effects from future sea level rise under varying planning scenarios. These scenarios include an assumption of a 20 inch rise in sea level by 2050 and a 59 inch rise in sea level by 2100 for typical daily conditions. Also analyzed were scenarios for 20-inch and 59-inch rises in sea level under extreme (100-year) high water events including such factors as El Nino, storm surge, and unusually high tides. According to these analyses, portions of Midway - Pacific Highway have potential, although low, for flooding due to sea level rise by 2050. Greater portions of the community have a higher potential for flooding by 2100 under daily conditions or during extreme tide and/or weather events as described in Table 6-2. For related policies and information, refer also to the Appendix B, the Conservation Element, and the Urban Design Element.

The possibility of a rise in the water table due to sea level rise also poses risks. Concerns related to a rising water table include the structural integrity of surface infrastructure, maintenance of buried infrastructure, and groundwater infiltration into buried pipes. Subsurface structures could experience flooding from groundwater, creating a potential need for dewatering facilities. Considering vulnerabilities while planning and designing development and infrastructure projects during the planning horizon of the Community Plan will help the community be well-positioned for the potential for future sea level rise.

POLICIES

PF-5.1 Utilize best available scientific information to assess sea level rise vulnerability for existing and planned infrastructure and development.

Streets and Freeways

PF-5.2 Encourage the incorporation of sea level rise adaptation measures in the design of streets and street infrastructure improvements where feasible including, but not limited to, streets that experience flooding during storm and high tide events, provide access to/from emergency response facilities, or provide community ingress/egress.

PF-5.3 Work with SANDAG and Caltrans to evaluate the sea level rise vulnerabilities of freeways, freeway access facilities, and freeway underpasses.

BOX 6-2: POTENTIAL EFFECTS FROM FUTURE SEA LEVEL RISE

- Building and structure damage
- Safety risks for vulnerable populations such as the elderly, medical and nursing home patients, and the homeless
- Impairment of street and freeway function
- Infrastructure damage, including storm water facilities, sewer mains, potable water distribution, electricity and natural gas distribution, and streets and freeways
- Hazardous materials storage tanks and equipment damage, associated with gas stations and commercial and industrial businesses



Hazardous Materials Storage Sites & Contaminated Sites

- PF-5.4** Design hazardous materials storage sites (including underground storage tanks and above-ground storage sites) to minimize equipment failure or a discharge or spillage of hazardous materials from sea level-related flooding or a rising water table where feasible.

Storm Water Facilities

- PF-5.5** Consider sea level rise adaptation in the design of new storm water facilities and improvements to existing infrastructure where feasible to account for sea level rise-related challenges such as flooded San Diego Bay or San Diego River outfalls.
- PF-5.6** Encourage private development and public improvement projects to incorporate storm water facilities to address sea level-related flooding or a rising water table where feasible.

Wastewater Facilities

- PF-5.7** Elevate wastewater pump stations and emergency generators as they are rehabilitated or in new construction depending on facility design, feasibility, and vulnerability to flooding or a rising water table.
- PF-5.8** Consider sea level rise adaptation in the design of new wastewater mains and manholes and improvements to existing infrastructure where feasible including, but not limited to sealing against floodwater inflow and groundwater infiltration.

Potable Water Facilities

- PF-5.9** Consider sea level rise adaptation in the design of new potable water mains and improvements to existing infrastructure where feasible including, but not limited to sealing against floodwater inflow and groundwater infiltration.

Energy Facilities

- PF-5.10** Work with SDG&E to evaluate site-specific vulnerabilities of energy infrastructure related to flooding and a rising water table due to sea level rise, and to design new facilities to be resilient to sea level rise.

Emergency Response Facilities

- PF-5.11** Consider sea level rise adaptation in the design of new emergency response facilities and improvements to existing facilities where feasible including, but not limited to Fire Station 20.

Buildings

- PF-5.12** Encourage the development of buildings in areas vulnerable to sea level rise-related flooding to be designed and constructed to resist and be resilient to flooding.



New development in areas with some potential for future flooding or inundation due to sea level rise can incorporate adaptation features such as raised grades.

TABLE 6-2: PROJECTED SEA LEVEL RISE VULNERABILITY AREAS FOR THE MIDWAY - PACIFIC HIGHWAY COMMUNITY

VULNERABILITY AREA	PLANNING SCENARIO(S)	PRIMARY COMMUNITY VULNERABILITIES
Streets and Freeways	59 inches of sea level rise with extreme high water event	Streets in the Midway area of the community are highly vulnerable to flooding, including Midway Drive, Barnett Avenue, Pacific Highway, Rosecrans Street, Sports Arena Boulevard, Camino del Rio West, Lytton Street, Hancock Street, Witherby Street, and Channel Way.
Commercial and Industrial Buildings	20 inches of sea level rise under daily conditions and with extreme high water event	Low vulnerability to flooding and inundation.
	59 inches of sea level rise under daily conditions and with extreme high water event	Highly vulnerable to flooding and inundation in the Midway area, particularly east of Rosecrans Street.
Residential Buildings	20 inches of sea level rise under daily conditions and with extreme high water event	Low vulnerability to flooding and inundation.
	59 inches of sea level rise under daily conditions and with extreme high water event	Highly vulnerable to flooding and inundation as exposure expands to large portions of residential neighborhoods, including the multi-family residential neighborhood in the Lytton District.
Emergency Response Facilities	59 inches of sea level rise with extreme high water event	Moderately vulnerable to flooding impacts. Flood exposure is limited to temporary impacts. Potentially affected facilities include Fire Station 20 on Kemper Street. In addition to building damage, the station could be impaired by damage to equipment and flooding of streets accessing the facility during the flooding event.
Source: Sea Level Rise Adaptation Strategy for San Diego Bay, 2012		



RECREATION

7

- 7.1 Vision
- 7.2 Strategy
- 7.3 Population-Based Parks and Recreation Facilities
- 7.4 Park Equivalencies



INTRODUCTION

The Recreation Element supports the implementation of the General Plan and provides a parks strategy to meet the community's park needs with goals and policies to guide the development of parks and recreational facilities. Planning for specific park uses, components and amenities will occur through the preparation of a General Development Plan for each park through a community input process, as parks are scheduled for design and construction.

7.1 VISION

The Community Plan envisions a system of parks and recreational facilities that provides opportunities for social interaction and spaces for passive and active recreation for residents and employees, and enhances the community character. The vision for the parks and recreational facilities system is to connect them to the regional recreational, open space, and cultural destinations by utilizing linear gateways and green streets. Linear parks along these connections can provide recreation facilities and serve as gateways providing a sense of arrival into the community.

The Recreation Element policies complement the Urban Design and Mobility Elements in that they seek to enhance the public realm by incorporating linear parks along key community corridors, emphasizing walking and bicycling, providing recreation facilities, and developing linkages within the community and to adjacent communities. The Community Plan aims to capitalize on the unique advantages afforded by the community's location by supporting outdoor-focused gathering places that enhance livability and pedestrian activity. The planned parks and recreation facilities will be focal points within the villages and districts, serve as building blocks for future mixed- and multiple-use developments, and support pedestrian-oriented land use pattern.

RECREATION ELEMENT GOALS

- A sustainable parks and recreation system that meets the needs of the diverse variety of users in the community, of all ages and abilities.
- Provision of parks and recreation facilities that keeps pace with the population growth through timely acquisition and development.
- A network of parks and recreational facilities that are accessible by multiple modes of transportation and connect to regional recreation and open space areas.



A system of parks and recreational facilities, including linear parks along key corridors, will meet the community's park needs and enhance its livability.

7.2 STRATEGY

The parks and recreation strategy focuses on the following types of population-based parks: neighborhood parks, mini parks, pocket parks, and special activity parks and plazas. These types of parks, along with park equivalencies, will provide population-based park acres to serve the future community population.

The strategy is to provide a mix of recreational uses and facilities that meet the needs of residents and employees. Neighborhood parks, mini-parks and plazas can serve as focal points within village areas. Infill development outside of village areas provides the opportunity to include mini parks, special activity parks and pocket parks to meet the population-based park standards and enhance the livability of the districts.

As Midway - Pacific Highway is a developed community, strategic park placement and development is essential to maximize accessibility and use of limited land resources. Figure 7-1 shows the potential location and size of future parks within the community, which have been placed and sized based on opportunity for future development and residential capacity. The park locations, configurations, and sizes may change as a result of future private and public project development and the residential population associated with future development.

The Urban Design Element provides policies that guide new development near parks to incorporate active ground floors and outdoor uses adjacent to the proposed parks and plazas. Active ground floors and outdoor uses provide natural surveillance of the parks and plazas which can enhance safety. Pedestrian activity will attract more users to the recreational facilities and to the uses that surround it that can result in economic benefits to businesses. Parks may also incorporate storm water retention and/or infiltration infrastructure. See the Conservation Element for storm water management policies.



A mix of recreational facilities including neighborhood parks, mini parks, pocket parks, and special activity parks will serve the population of Midway - Pacific Highway.



Parks may be constructed through future public and private development projects. This park is integrated into a residential area and benefits from natural surveillance from the residences facing the park.



BOX 7-1: GENERAL PLAN PARK AND RECREATION FACILITIES NEEDS

The General Plan Park and Recreation Facilities Guidelines require the following acreage for population-based parks, recreation centers and aquatic complexes based on the total residential population of the community (based on the planning horizon), including the Gateway Village military population.

Population-Based Parks

- A minimum of 2.8 usable acres per 1,000 residents.
- A total household population of 27,070 results in a need for 75.80 acres of population-based parks to meet General Plan standards for Community and Neighborhood Parks.

Recreation Center

- A minimum of 17,000 square feet per recreation center to serve a population of 25,000.
- A total household population of 27,070 results in the need of a 18,400 square foot recreation center to meet General Plan standards.

Aquatic Complex

- An aquatic complex serves a population of 50,000.
- A total household population of 27,070 results in the need for 54 percent of an aquatic complex to meet General Plan standards.

7.3 POPULATION-BASED PARKS AND RECREATION FACILITIES

The community is anticipated to have a household population of 27,070 people by the plan horizon year. Box 7-1 describes the parks and recreational facilities needs for the community based on the General Plan standards for population-based parks and recreation facilities. To meet these needs, population-based parks, park equivalencies, and recreation facilities that are accessible to the public are proposed.

POPULATION-BASED PARKS

Neighborhood parks, mini parks, pocket parks, special activity parks, and plazas will benefit new residential development, commercial, employment, and mixed-use developments and help these developments become vibrant activity centers.

RECREATION CENTER

A recreation center will be provided within the community on City-owned property within the Camino del Rio District. The recreation center could provide a gymnasium, indoor courts, multi-purpose rooms, kitchen and other community-serving facilities. Also, a portion of the community's recreation center needs will be met with a shared recreation center to be located at the NTC Park at Liberty Station.

AQUATIC COMPLEX

An aquatic complex to be located at the NTC Park at Liberty Station and shared with Old Town, Ocean Beach, and Peninsula will meet a portion of the community's aquatic recreation needs, and a second aquatic complex (location to be determined) will meet the remainder. The Aquatic Complexes will provide a 25 to 50 meter pool and supporting facilities that include a pool building with a reception area, restrooms, showers, meeting rooms, lockers and storage.

7.4 PARK EQUIVALENCIES

Midway – Pacific Highway is an urbanized community where park equivalencies are appropriate for satisfying some of the community's population-based park needs. The community and City identified and evaluated population-based park and recreation opportunities, as well as potential park equivalency sites, for their recreational value, possible uses and functions, public accessibility, consistency with General Plan policies and guidelines, and other land use policy documents. The proposed park equivalencies for the community are outlined in Table 7-1. Table 7-2 summarizes the acreage of the proposed population-based parks and park equivalencies.

JOINT-USE FACILITIES

Recreational facilities can be jointly shared between the City and other public agencies, such as the San Diego Unified School District, and not-for-profit private entities. Joint-use facilities require a City Council-approved long-term joint use agreement with the other agency or entity.

PORTIONS OF RESOURCE-BASED PARKS

Community-oriented parks can be located in a portion of a resource-based park typically contiguous to the community, if consistent with the applicable resource-based park master plan.

NON-TRADITIONAL PARKS

Non-traditional park sites, such as linear parks and privately-owned parks, make efficient use of land by providing opportunities for recreational facilities with other compatible private and public developments.

Linear Parks are typically longer than they are wide, and can be adjacent to tree-lined green streets that provide people with a place for relaxation and social interaction. Recreation amenities can include public art, water features, fitness stations, enhanced paving, seating walls, site furniture, jogging trails and bike paths separated from the primary pedestrian sidewalk. These parks could be developed on city owned property or through the acquisition of additional right-of-way adjacent to streets.

Privately-Owned Parks provide outdoor and/or indoor recreational facilities that allow for public use through agreements, public use easements, and/or other applicable legal instruments that remain in effect in perpetuity. Park amenities would be similar to neighborhood parks. Indoor facilities can include exercise rooms or fitness facilities, multi-purpose courts, and/or meeting rooms. Recreational uses can be incorporated on the rooftops of buildings or the top of parking structures, and can include multi-purpose courts or landscaped seating areas with site furniture for social interaction or passive recreation. Privately-owned parks can enhance the community character by providing public spaces for social interaction. Private open space required of development, such as balconies, setbacks, courtyards, are not a park equivalency.



TABLE 7-1: POPULATION-BASED PARKS AND RECREATION FACILITIES INVENTORY AND RECOMMENDATIONS

SITE (FIGURE 7-1)	PARKS/ RECREATION FACILITIES	EXISTING USABLE ACREAGE	FUTURE USABLE ACREAGE	PARKS AND RECREATION FACILITIES LOCATIONS AND DESCRIPTIONS	PARKS AND RECREATION FACILITIES RECOMMENDATIONS
POPULATION-BASED PARKS:					
<i>Neighborhood Parks, Mini Parks, and Pocket Parks</i>					
C	Sports Arena Green (Neighborhood Park)		3.30	Proposed park site located within the Sports Arena Community Village.	Design and construction of plazas, children's play area, multi-purpose courts, multi-purpose turf areas, site furniture, picnic areas, comfort station, walkways, and landscaping.
D	Sports Arena Square (Mini Park)		2.80	Proposed park site located within the Sports Arena Community Village.	Design and construction of plazas, multi-purpose turf areas, picnic areas, paths and landscaping for cultural and community events.
G	Dutch Flats Green (Neighborhood Park)		3.70	Proposed park site located within the Dutch Flats Urban Village.	Acquisition, design and construction of multi-purpose turf areas, picnic area, children's play area, comfort station, small multi-purpose courts, walkways, and landscaping.
PARK EQUIVALENCIES:					
<i>Non-Traditional Park Sites</i>					
E	Sports Arena Linear Park		7.30	Proposed linear park, approximately 30 feet wide, along Sports Arena boulevard located on city owned property.	Design and construction of a group picnic area, shade structure, plaza or amphitheater, a jogging trail or bike path separated from the primary pedestrian sidewalk, comfort station, multi-purpose hardcourt, children's play area or a skateboard area, site furniture, fitness stations, game tables, art elements, drinking fountain, interpretive signage, and landscaping. Private property (4.16 acres) would need to be acquired.
H	Dutch Flats Linear Park		4.16	Proposed linear park, approximately 30 feet wide, on private property along Sports Arena Boulevard, and along the proposed Dutch Flats Parkway, Barnett Avenue and Charles Lindbergh Parkway.	

TABLE 7-1: POPULATION-BASED PARKS AND RECREATION FACILITIES INVENTORY AND RECOMMENDATIONS (CONTINUED)

SITE (FIGURE 7-1)	PARKS/ RECREATION FACILITIES	EXISTING USABLE ACREAGE	FUTURE USABLE ACREAGE	PARKS AND RECREATION FACILITIES LOCATIONS AND DESCRIPTIONS	PARKS AND RECREATION FACILITIES RECOMMENDATIONS
I	Kurtz Street Pocket Park		0.25	Proposed park site on MTS owned property, located in the 2100 Block of Hancock Street.	Design and construction of a children's play area, multi-purpose turf area, multi-purpose courts, site furniture, picnic areas, walkways and landscaping. Project may require a lease agreement from Metropolitan Transit System.
B	San Diego River Mini Park		1.80	Proposed park site on Caltrans right-of-way, located on the north side of I-8 east of the West Mission Bay Drive/ Sports Arena Boulevard off-ramp.	Design and construct picnic areas, seating and exercise equipment along the San Diego River Pathway consistent with the San Diego River Park Master Plan.
Joint Use Facility					
F	Dewey Elementary Joint Use Facility		1.50	Proposed joint use facility at Dewey Elementary School.	Design and construct multi-purpose fields, hardcourts, children's play area, and walking track. Project will require a joint use agreement with San Diego Unified School District.
Portions of Resource-Based Parks					
A	San Diego River Park Pathway within Mission Bay Park		3.30	Proposed pathway improvements along the San Diego River within Mission Bay Park and Caltrans right-of-way.	Design and construct interpretive signs, picnic areas, seating, and exercise equipment along the San Diego River Pathway consistent with the San Diego River Park Master Plan.



TABLE 7-1: POPULATION-BASED PARKS AND RECREATION FACILITIES INVENTORY AND RECOMMENDATIONS (CONTINUED)

SITE (FIGURE 7-1)	PARKS/ RECREATION FACILITIES	EXISTING USABLE ACREAGE	FUTURE USABLE ACREAGE	PARKS AND RECREATION FACILITIES LOCATIONS AND DESCRIPTIONS	PARKS AND RECREATION FACILITIES RECOMMENDATIONS
Recreation Center					
Orange Asterisk	Midway - Pacific Highway Recreation Center		1.75	Proposed recreation facility to be located on City-owned property within the Camino del Rio District or another location identified within the community.	Design and construct approximately 17,000 sq. ft. recreation center which could include a gymnasium, community meeting and multi-purpose rooms, arts and crafts, and fitness rooms.
Orange Asterisk	NTC Recreation Center		N/A	Proposed recreation center located at NTC/Liberty Station.	
Aquatic Complex					
Blue Asterisk	NTC/Liberty Station Aquatic Complex		N/A	Proposed aquatic complex located at NTC/Liberty Station.	Design and construct an aquatic complex which could include a swimming pool, universal access and water amenities such as a children's pool and a therapeutic pool, and a pool house including locker rooms, staff offices, and equipment storage facilities.
TBD	Aquatic Complex		N/A	Proposed aquatic complex located within the Peninsula or Midway - Pacific Highway communities, at a site to be identified.	

FIGURE 7-1: PARKS AND RECREATION FACILITIES

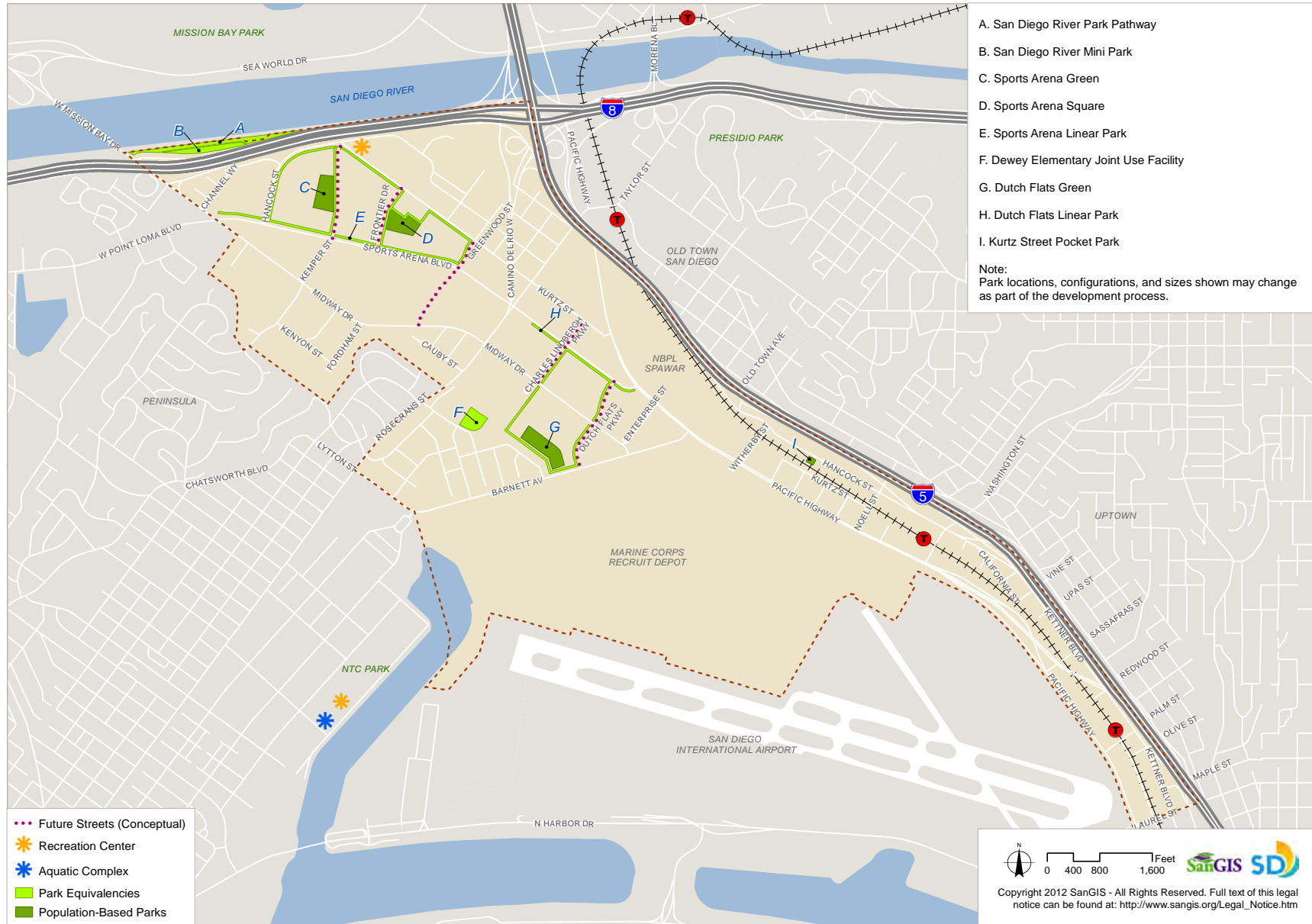




TABLE 7-2: SUMMARY OF PROPOSED POPULATION-BASED PARKS AND RECREATION FACILITIES

POPULATION-BASED PARKS	USABLE ACREAGE
Proposed Population-Based Parks and Park Equivalencies	29.86
Population-Based Parks Requirements at Full Community Development	75.80
Population-Based Park Deficit at Full Community Development	45.94
RECREATION CENTER	SQUARE FEET
NTC Recreation Center	3,570*
Midway - Pacific Highway Recreation Center	14,830
Total Proposed Recreation Centers	18,400
Recreation Center Required at Full Community Development	18,400
Recreation Center Deficit at Full Community Development	0
AQUATIC COMPLEXES	PERCENTAGE
Proposed NTC/Liberty Station Aquatic Complex	17% **
Proposed Aquatic Complex	37% ***
Total Proposed Aquatic Complexes	54%
Aquatic Complexes Required at Full Community Development	54%
Aquatic Complexes Deficit at Full Community Development	0%
<p>* NTC/Liberty Station Recreation Center will be shared as follows: Peninsula 79% and Midway - Pacific Highway 21%.</p> <p>** NTC/Liberty Station Aquatic Complex will be shared as follows: Peninsula 60%, Ocean Beach 22%, Midway - Pacific Highway 17%, and Old Town 1%.</p> <p>*** Aquatic Complex will be shared as follows: Midway - Pacific Highway 37%, Peninsula 17%, Ocean Beach 8%, Old Town 4%.</p>	

POLICIES

- RE-4.1** Pursue land acquisition for the creation of public parks, with an effort to locate parkland on sites within villages or districts that promote connectivity, accessibility, safety, public health, and sustainability.
- RE-4.2** Encourage new infill developments throughout the community to satisfy population-based park requirements by incorporating parks or park equivalencies on site (either privately or publicly owned).
- A.** Establish the size of population-based parks based on the proposed number of residential units through the development review process.
 - B.** Provide flexibility in the placement of population-based parks while ensuring their public accessibility and visibility from the public right-of-way.
- RE-4.3** Pursue the creation of linear parks as a component of the community's park and recreational system.
- RE-4.4** Consider special activity parks on a case-by-case basis including, but not limited to, skateboard parks, off-leash dog parks, and other unique uses.
- RE-4.5** Increase recreational opportunities by acquiring and developing land through street vacations, where appropriate, to provide public parks.
- RE-4.6** Consider opportunities to increase population-based parks and park equivalencies in a manner consistent with the Community Plan goals and policies that may arise through the development process.
- RE-4.7** Coordinate with the San Diego Unified School District to explore opportunities to provide joint-use recreational space at the Dewey Elementary School.
- RE-4.8** Coordinate with the Federal Government to explore opportunities to create a pathway from Barnett Avenue to the Dewey Elementary Joint-Use Facility.

- RE-4.9** Coordinate with MTS or a future property owner to explore opportunities to create Kurtz Street Pocket Park generally in alignment with Bandini Street.
- RE-4.10** Provide park equivalencies along the San Diego River Pathway that are consistent with the San Diego River Park Master Plan.
- RE-4.11** Coordinate with Caltrans to explore opportunities to develop a mini-park adjacent to the San Diego River Pathway near Sports Arena Boulevard and I-8.
- RE-4.12** Coordinate with the Federal Government or a future property owner to explore opportunities to create park space to serve uses on the NBPL - SPAWAR complex and/or Regional Plant Equipment Office sites.
- RE-4.13** Coordinate with the San Diego Unified Port District to explore opportunities to provide a public park on Port District property along Pacific Highway for the use of Midway - Pacific Highway residents and Port visitors.
- RE-4.14** Collaborate with the community and interest groups to explore opportunities to relocate the private skateboard park at Washington Street to a new location within the community should the Pacific Highway bridge at Washington Street be reconfigured to an at-grade intersection.
- RE-4.15** Encourage commercial, office, and residential development to incorporate active ground floors and outdoor seating and cafes around or adjacent to proposed parks and recreational facilities to create pedestrian-oriented activity centers.
- RE-4.16** Design parks to incorporate the City's "Crime Prevention Through Environmental Design" (CPTED) measures.
- RE-4.17** Incorporate wayfinding signage that provides information on the parks and recreation facilities in and adjacent to Midway - Pacific Highway.

- RE-4.18** Recommend that property owners consider the formation of Community Facilities Districts, guided by the Mello-Roos Community Facilities Act, to maintain future linear parks, squares, pocket parks, and plazas.



New parks can be designed to incorporate active and/or passive recreation areas, and will serve as neighborhood focal points.



Public plazas and mini parks will help meet recreational needs, complement active commercial uses, and foster pedestrian-oriented activity centers.



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CONSERVATION 8

- 8.1 Sustainable Development
- 8.2 Natural Resource Conservation
- 8.3 Coastal Resources
- 8.4 Air Quality and Public Health



INTRODUCTION

The Climate Action Plan and the General Plan's Conservation Element address conservation and sustainability topics which have broad geographic and political relevance. The General Plan envisions that San Diego will become an international model of sustainable development. It provides policy guidance for the long-term conservation and sustainable management of the City's natural resources, acknowledging that they help define the City's identity, contribute to its economy, and improve its quality of life.

The Midway - Pacific Highway Community Plan recognizes the importance of natural resources, including water and energy, within the community. It supports sustainable development through community-specific policies and land use guidance that address natural resource conservation, reduction in the use of non-renewable resources and climate resiliency. Implementation of these policies through development, infrastructure investment, individual action, and participation in Citywide and regional initiatives is intended to conserve natural resources, minimize per capita ecological 'footprints,' and maintain the long-term health of the community and City.

Positively addressing the community's contribution to global climate change and preparing for its potential effects are also objectives of the Community Plan's sustainable development strategy. Key components of Midway - Pacific Highway's strategy are policies that result in reductions to the community's per capita greenhouse gas emissions while fostering housing and employment growth and development within transit priority areas in a sustainable and climate resilient manner. To achieve both per capita greenhouse gas emissions reductions and growth, there needs to be a reduction in the consumption of carbon-based energy resources for building utilities and transportation. Reduced and more efficient use of energy, use of renewable and

CONSERVATION GOALS

- Integration of mixed-use villages and economically vibrant employment centers for housing, businesses, and employment with a regionally connected transit system to reduce per capita greenhouse gas emissions.
- Sustainable buildings and landscapes that are regenerative, increase resource use efficiency, and promote alternatives to use of non-renewable energy systems.
- Preservation of coastal resources and public coastal access.

recycled building materials, and use of alternative and renewable energy sources can reduce the carbon footprint of existing and future buildings. Reducing vehicle miles travelled to and from work, using alternative modes of transportation, and increasing vehicle fuel efficiency and alternative fuel use are measures to that will improve transportation sustainability.

The Midway-Pacific Highway community is uniquely positioned to reduce vehicle miles travelled due to its central location within the region and prevalence of underutilized superblocks that have potential to be transformed into pedestrian- and transit-oriented mixed-use villages with access to regional transit system. Vehicle miles can be reduced by increasing employment and housing opportunities near transit, promoting walking and bicycle use as viable travel choices, and improving transit access and frequency. The community's land use plan envisions a mix of pedestrian and transit oriented employment, retail and residential uses near high frequency transit and linked by pedestrian and bicycle facilities.

8.1 SUSTAINABLE DEVELOPMENT

Sustainable development has a renewed importance due to the visible effects of global climate change resulting from greenhouse gas emissions, as well as State and local legislation intended to address this environmental problem. The known and potential impacts of a changing climate – higher seasonal temperatures, diminished water supplies, disruption of agricultural cycles – have consequences not only for the built and natural environment, but also for the community's health and economic vitality. The City of San Diego adopted a Climate Action Plan (CAP) to achieve the State of California's mandates for Greenhouse Gas (GHG) emission reductions through local action and to the benefit of San Diego's environment and economy. The CAP calls for eliminating half of all greenhouse gas emissions within the City by 2035. The CAP is a package of policies with steps the City can take to achieve the 2035 targets and is based upon these five strategies:

1. Energy & water efficient buildings
2. Clean & renewable energy
3. Bicycle, walking, transit & land use
4. Zero waste
5. Climate resilience

The CAP supports implementation of the General Plan through support for continued incremental changes to the urban land use and urban form, providing a greater variety of transportation choices, and transforming how we produce and use energy. Further, the CAP will complement the General Plan policies to reduce greenhouse gas emissions with quantifiable data and benchmarks for success. This section addresses several areas of sustainable development design. Appendix C, the Sustainability and Conservation toolbox, provides additional information on potential sustainable design features. The community plan also addresses greenhouse gas emissions and air quality by prohibiting the incorporation of wood and gas fireplaces



The implementation of pedestrian, bicycle, and transit infrastructure improvements paired with transit-oriented development in Midway - Pacific Highway will help the City meet its environmental goals.



There are many creative ways to increase energy and water efficiency and climate resiliency, including green roofs and rooftop gardens.



in new dwelling units within the Sports Arena Community Village and Dutch Flats Urban Village (see Land Use, Villages and Districts Element Section 2.6).

COMMUNITY LAND USE AND MOBILITY

Of the five strategies identified in the CAP, the land use and mobility strategy aims to expand bicycling, walking, and transit use as alternatives to automobile trips, particularly for commute trips. The strategy's land use component would advance the General Plan's "City of Villages" concept of walkable and pedestrian-friendly neighborhoods with a mix of uses.

A majority of the community is within a half-mile walking distance to an existing or future transit stop, which makes public transit a viable transportation option. These areas are also within a Transit Priority Area (TPA) where existing and future transit investments are to be coordinated with land use. As part of the guiding principles of the community plan is to support the creation of housing and employment served by transit. The land use plan (Figure 2-1) implements the CAP's land use and mobility strategy by designing areas for higher density housing and employment within TPAs. The increase in housing capacity promotes and expands housing choice, and the increase in employment capacity supports the community as a transit-oriented sub regional employment center consistent with the General Plan.

The community plan identifies bicycle and pedestrian facility improvements that complement the land use strategy to provide employment and housing growth opportunities within TPAs. The community plan takes a multi-modal approach to improve circulation and access through and within the community. It envisions a more balanced mobility network that facilitates shifting trips to transit, walking, and bicycling, while also accommodating vehicle traffic and minimizing conflicts between travel modes. The planned mobility

improvements further "complete streets" principles, improve intersection and roadways to increase accessibility, repurpose right-of-way, and improve bicycle and pedestrian access. The planned infrastructure improvements as well as the interconnection of the transit, bicycle, and pedestrian facilities will support the residential and employment capacity with less increase in per capita vehicle emissions.

VILLAGE CONNECTIVITY WITH TRANSIT

The community plan's land use strategy emphasizes villages linked by high frequency transit along Rapid Bus routes and with access to Trolley service identified in the San Diego Regional Plan in addition to strengthening bicycle and pedestrian linkages throughout the community. This strategy intends to promote commuter use of transit by providing important first mile/last mile connections to transit through improved pedestrian and bicycle connections within and between the villages and to the Old Town Transit Center. The community plan envisions key community corridors as "linear gateways", streets that will provide pedestrian and bicycle facilities with greater separation from auto traffic as well as enhanced landscaping and other amenities that enhance pedestrian comfort. The Community Plan's concentration of residential density and employment intensity within TPAs addresses the CAP's land use strategy.

The Community Plan encourages advancing scheduled implementation of Rapid Bus planned in San Diego Forward: The Regional Plan if significant village development occurs in the Sports Arena Community Village or the Dutch Flats Urban Village; as well as the longer term potential to convert the Rapid Bus to modern streetcar service. By supporting residential and employment uses with increased transit service and improved access to transit stops via expanded pedestrian and bicycle facilities, the community plan provides both residents, employees and visitors with convenient and attractive travel alternatives to personal vehicles.

POLICIES

- CE-1.1** Continue to implement General Plan policies related to climate change and support implementation of the CAP through a wide range of actions including:
- A.** Implementing pedestrian and bicycle infrastructure improvements in Transit Priority Areas to increase commuter walking and bicycling opportunities.
 - B.** Supporting higher density/intensity housing and employment development in Transit Priority Areas to increase transit ridership.
 - C.** Providing bicycle and pedestrian improvements in coordination with street resurfacing as feasible.
 - D.** Coordinating with San Diego Association of Governments to identify transit right-of-way and priority measures to support existing and planned transit routes, prioritizing for implementation the highest priority bicycle and pedestrian improvements.
 - E.** Supporting regional improvements that promote alternative modes of transportation, such as mobility hubs.
 - F.** Providing bicycle- and car-sharing programs and their facilities such as bike-sharing stations and car-sharing vehicle access points.
 - G.** Retiming traffic signals and installing roundabouts where needed to reduce vehicle fuel consumption.
 - H.** Applying the CAP consistency checklist as a part of the development permit review process, as applicable.
 - I.** Supporting and implementing improvements to enhance transit accessibility and operations, as feasible.
 - J.** Monitoring the mode share within the community's TPAs to support the CAP Annual Monitoring Report Program.

CE-1.2 Implement mobility measures that reduce dependence on single-occupant vehicle use, increase fuel efficiency and promote the use of alternative more sustainable energy sources.

CE-1.3 Support community organizations and businesses in their efforts to educate residents, employees and visitors about the accessibility of transit, community destinations, and regional recreational resources via walking and bicycling (see also Mobility Element).



Incorporation of attractive and safe transit stops and stations within Midway - Pacific Highway's villages will help transit be a travel mode of choice for community residents and employees.



CLEAN AND RENEWABLE ENERGY

The increased use of clean and renewable sources of energy is a CAP strategy to meet greenhouse gas reduction targets. Based upon Citywide data, the Midway-Pacific Highway community consumes energy primarily for motorized transportation and for building heating, cooling and lighting systems. The community also uses energy for light industrial activities.

Midway-Pacific Highway has a unique opportunity to encourage on-site power generation in surface parking areas, parking structures, and flat rooftops that can accommodate photovoltaic arrays for solar power generation. Development is likely to incorporate flat roofs to accommodate proposed development intensity and also reflect existing modern building forms within the community. Photovoltaics on flat roofs can be screened by parapets with minimal visual impact to building architecture. Shade structures incorporated into surface parking areas can also accommodate photovoltaics. Power generated



The community has a unique opportunity to encourage solar power generation in surface parking areas, flat rooftops, and parking structures.

from these measures can fuel building energy systems and electric vehicles to lower the community's greenhouse gas emissions. For related policies, refer to the Sustainable Development section in the Urban Design Element.

POLICIES

- CE-1.4** Promote and facilitate the siting of new on-site photovoltaic energy generation and energy storage systems to reduce the need for conventional purchased electricity and reduce greenhouse gas emissions within the community.

ENERGY- & WATER-EFFICIENT BUILDINGS

Both residential and non-residential buildings offer opportunities for reducing energy consumption in new development as well as existing buildings. CAP strategies for building focus on site-specific design and innovation, and technological improvements that increase energy efficiency and provide renewable energy generation. This community plan envisions that new development will incorporate design measures and technology to significantly reduce consumption of potable water and non-renewable energy (refer to Urban Design Element, Sustainable Design section, and to Appendix C, the Sustainability and Conservation Toolbox).

Solar power and natural lighting and ventilation can replace or reduce the use of natural gas and non-renewable sourced electricity used for building functions and comfort. Access to sufficient natural light and air improves the health and enjoyment of residents within residential and mixed-use developments. Site and building designs that maximize density, uniformity, living space and privacy often fail to prioritize access to light and air within individual dwelling units. Access to light and air ventilation within each dwelling unit should be maximized. Refer also to the Urban Design Element.

Given the California climate's tendency to shift between long periods of drought and shorter periods of concentrated rainfall, water conservation has become increasingly important. Since the San Diego region has limited local water resources and storage capacities and relies on imported water from the Colorado River and Northern California, it is important that water be used as efficiently. Water conservation building features and water-wise landscaping can play a pivotal role in reducing the amount of water consumed by both commercial and residential development. Planting native or more climate adapted plant species can meaningfully reduce outdoor water use. Other techniques for reducing outdoor water use include using 'smart' irrigation controllers that time and manage irrigation based upon weather and soil moisture conditions; performing regular maintenance on irrigation systems to ensure operational efficiency; changing spray systems to drip irrigation; capturing rainwater using cisterns for landscape irrigation; using graywater or recycled water for landscape irrigation; and using mulch to retain soil moisture.

POLICIES

- CE-1.5** Ensure that new development is consistent with General Plan and Community Plan sustainability policies and supports implementation of the Climate Action Plan.
- A.** Reduce development project-level greenhouse gas emissions to acceptable levels by incorporating sustainable building and development practices, applying site-specific mitigation measures, and adhering to specific strategies and actions outlined in the Climate Action Plan.
 - B.** Encourage the adherence to LEED standards for construction to achieve environmental benefits in new development and redevelopment projects.
- CE-1.6** Encourage new public and private development and building retrofits to incorporate as many energy- and

water-efficient building systems, components, and practices as possible in their design and construction.

- CE-1.7** Design, orient, and configure new residential development so that all living spaces receive daylight for part of the day and adequate ventilation when windows are open.
- A.** Avoid site and building designs that rely solely on narrow side yards to provide access to light and air.
 - B.** Provide courtyards, niches, alcoves, and similar features to ensure light and air ventilation from two or more building facades whenever possible.
 - C.** Use individually placed openings rather than uniform openings where needed to increase access to light and air. Skylights, solar tubes and decorative and clerestory window designs can be used where other window styles would conflict with facade architecture or privacy.
- CE-1.8** Design urban greening and community garden projects utilize water-efficient landscape and irrigation techniques.



New public and private development and building retrofits are encouraged to incorporate energy- and water-efficient building and site design.



URBAN FORESTRY

Preservation, improvement and maintenance of the urban forest is an important goal and expansion of San Diego's tree canopy coverage is goal of the CAP. The community's tree canopy is a major infrastructure component and provides many benefits to the environment and the overall quality of life: energy conservation and the minimization of solar heat gain, improvement of air and water quality, and a more attractive and comfortable pedestrian environment by providing shade and visual relief/beautification. For additional policies, refer to the Urban Greening section in the Urban Design Element.

POLICIES

- CE-1.9** Increase the community's overall tree canopy within the public right-of-way and in developments to provide air quality benefits and urban runoff management.
- CE-1.10** Add or replace street trees to fill existing gaps and provide continuous, regularly spaced tree canopies. Ensure street trees are provided with new development.



Street trees should be provided, added and replaced to provide continuous, regularly spaced tree canopies.

URBAN AGRICULTURE

Urban agriculture can be incorporated in under utilized or remnant publicly owned parcels, industrial buildings, as part of new development, particularly on rooftops or when roofs are configured to incorporate natural light. Community gardens are a type of urban agriculture that makes public or private land available to the community through either an individual or shared plot system. Community gardens can provide opportunities to create green space for outdoor enjoyment and physical activity, particularly in spaces not available or suitable for parks. Community gardens can provide important visual relief to the continuity of urban development, promote a community's health and wellness, and foster a sense of community and connection to the environment. Community gardens support food security by providing a source of fresh produce for nearby residents or restaurant operators who participate in the garden. Locally grown food can reduce a community's carbon footprint by shortening the distance produce travels from its point of origin to where it is consumed. As an added benefit, community gardens can serve to provide opportunities for infiltration for rainwater or storm water.

The community plan envisions the use of rooftop gardens to capture rainwater, reduce urban runoff, and reduce the urban heat island effect and a heating costs by absorbing solar heat. While roof top gardens may not necessarily provide the same resources that a traditional community garden could provide or be as publicly accessible, they provide opportunities for rainwater harvesting and carbon sequestration.

8.2 NATURAL RESOURCE CONSERVATION

URBAN RUNOFF MANAGEMENT

Urbanization and development alter and inhibit the natural hydrologic processes of surface water infiltration, percolation to groundwater, evapotranspiration, and transpiration. Urban runoff is surface water runoff generated from developed or disturbed land, and storm water is one significant type of urban runoff. Increases in impervious surfaces reduce opportunities for water runoff to infiltrate into the ground. This increases the magnitude and duration of storm water flows, contributing to urban flooding, and results in sediment and pollutants entering watersheds and downstream water bodies. Urban runoff is the largest pollution source of San Diego's coastal beaches and near-shore waters. Midway - Pacific Highway is located within the San Diego River and San Diego Bay watersheds and adjacent to the Mission bay watershed, which discharge into the Pacific Ocean. Improvements in the management of storm water runoff assist regional efforts to protect water quality in streams, bays, and the ocean and can help address flooding in the community during wet weather.

To maintain and improve natural hydrologic functions, reducing the overall imperviousness of a site is one of the most important strategies. Low Impact Development (LID) techniques are approaches to storm water management that increase the ability of water to infiltrate into the ground. Examples of LID techniques are bioinfiltration and bioretention areas, green roofs, permeable pavement, tree wells with filters, and soil amendments. Streets that incorporate LID techniques are commonly called "green" streets can include medians or parkways with bioinfiltration areas, permeable sidewalk pavement, and tree wells with filters that allow water infiltration. For related policies, refer to the Urban Greening section of the Urban Design Element.

POLICIES

- CE-1.11** Encourage short- and longer-term agricultural operations such as community farms and gardens (especially on underutilized or remnant sites) that provide recreation and educational experiences which demonstrate the history, importance, and value of agricultural ecosystems.
- CE-1.12** Encourage rooftop gardens and green roofs for their sustainability benefits that include reduced urban runoff and urban heat island effect.
- CE-1.13** Encourage the marketing and sales of local agricultural products to local residents, vendors, and restaurants through farmer's and outdoor markets, which could be at the Sports Arena Community Village, and other direct farm-to-table sales.
- CE-1.14** Integrate sustainable agriculture principles into community gardens, rooftop gardens, and green roofs that promote clean air and water and healthy soils, habitats, and ecosystems.



Urban agriculture can be accommodated in many ways, on underutilized or remnant sites, in garden plots, or through rooftop gardens or green roofs.



POLICIES

- CE-2.1** Incorporate Low Impact Development practices into building design and site plans that work with the natural hydrology of a site to reduce urban runoff, including the design or retrofit of existing landscaped or impervious areas to better capture storm water runoff.
- CE-2.2** Incorporate and maintain storm water best management practices in infrastructure and development projects, including streetscape improvements, to limit water pollution, erosion, and sedimentation.
- CE-2.3** Prioritize Low Impact Development practices that encourage water infiltration to minimize reliance on storm drains that could be impaired by sea level rise.
- CE-2.4** Consider public-private partnerships to construct storm water management infrastructure as part of linear parks, urban paths, and/or urban greening projects.
- CE-2.5** Consider converting the Pacific Highway frontage road and Kurtz Street in the Hancock Transit Corridor to one-way streets to support expanded urban greening projects for storm water management and sidewalk widening.



A storm water infiltration bioswale at the West City Continuing Education Center at work.

8.3 COASTAL RESOURCES

Midway - Pacific Highway contains two stretches of land within the Coastal Zone and within the City of San Diego's jurisdiction, including areas along Pacific Highway and areas adjacent to the San Diego River. The Community Plan supports the achievement of the goals of the California Coastal Act (Coastal Act) within the Coastal Zone. The key coastal issues within the community are discussed in this section and related policies are provided. Policies regarding key coastal issues found in the other sections and Elements are listed in Table 8-1.

LAND RESOURCES AND PUBLIC ACCESS

The Coastal Zone areas within the community and public access to those areas are shown on Figure 8-1.

The Coastal Zone area in the southern portion of the community along Pacific Highway is within the jurisdiction of the San Diego Unified Port District. This area contains airport-related and light industrial uses and the San Diego Unified Port District's offices. Land use and development in this area are guided by the Port Master Plan, and public access is provided via several public streets, sidewalks, and bicycle facilities.

TABLE 8-1: COASTAL ISSUE AREAS AND COMMUNITY PLAN ELEMENT REFERENCES

COASTAL ISSUE	ELEMENT/POLICY REFERENCE
Public Access	LU-4.1(K) & (Q), LU-4.77 - 4.78, LU-4.80 - 4.81
Recreation	RE-4.10 - 4.12
Marine/Wetland Environment	CE-2.1 - 2.4
Development	LU-4.73, LU-4.75, LU-4.83 - 4.87, UD-6.20
Climate Change	PF-5.1 - PF-5.11, CE-1.1 - 1.10, CE-1.12

The Coastal Zone area in the northern portion of the community is located along the San Diego River Flood Control Channel and is designated for park use. This area includes a portion of the San Diego River Pathway, the San Diego River Park, and Mission Bay Park. The planned public park use is consistent with the goals of the California Coastal Act. The San Diego River Pathway provides linear access for pedestrians and bicyclists along the river, and Sports Arena Boulevard provides lateral access to the area. Since the area within the Coastal Zone along the San Diego River is owned by government agencies and designated for park use, no future private development will be possible that could potentially reduce public views of the coast.

The Mobility Element and Urban Design Element include planned facilities and policies to improve pedestrian and bicycle access to the Coastal Zone areas, as well as provide an enhanced pedestrian and bicycle connection between San Diego Bay and the San Diego River.

POLICIES

- CE-3.1** Preserve, protect, and enhance public access to the Coastal Zone within the community.
- CE-3.2** Provide a recognizable entrance to the San Diego River Pathway at Sports Arena Boulevard/West Mission Bay Drive, consistent with the San Diego River Park Master Plan.
 - A.** Incorporate a trail kiosk at the entrance which does not block views and includes a map of how the San Diego River Park interfaces with the Midway-Pacific Highway community.
 - B.** Provide re-vegetation of all areas adjacent to and within the San Diego River Pathway with native and location-appropriate plant communities and drought-tolerant, non-invasive plants.

- CE-3.3** Provide interpretive signs along the San Diego River Pathway, consistent with the San Diego River Park Master Plan, which do not block views within the San Diego River Channel and that provide information about the estuarine function, wildlife habitat, and San Diego River Park.
- CE-3.4** Consider initiating a feasibility study for river channel embankment modifications to create a varied edge with native vegetation.
- CE-3.5** Create an estuary overlook platform along the San Diego River Park Pathway that could include interpretive signs on the hydrology and habitat of the Southern Wildlife Preserve, consistent with the San Diego River Park Master Plan.



The Community Plan envisions pedestrian and bicycle infrastructure improvements and park improvements in the Coastal Zone north of Interstate 8 to enhance public access and recreational and educational opportunities.

Legend:

- Local Coastal Zone
- Local Coastal Zone within Midway-Pacific Highway
- Existing Access
- Potential Access

Map Labels: SAN DIEGO RIVER, PRESIDIO PARK, OLD TOWN SAN DIEGO, NBPL SPAWAR, MARINE CORPS RECRUIT DEPOT, SAN DIEGO INTERNATIONAL AIRPORT, NTC PARK, PENINSULA, CHATSWORTH BLVD, LYTON ST, ROSECRANS ST, BARNETT AV, PACIFIC HIGHWAY, I-5, I-8, TAYLOR ST, CAMINO DEL RIO W, GREENWOOD ST, SPORTS ARENA BLVD, FRONTIER DR, HANCOCK ST, CHANNEL WY, POINT LOMA BLVD, KENYON ST, WING ST, CAUBY ST, MIDWAY DR, CHARLES LINDBERGH PKWY, DUTCH FLATS PKWY, ENTERPRISE ST, WITHERBUSH, HANCOCK ST, KURTZ ST, NOEL ST, WASHINGTON ST, VINE ST, UPAS ST, SASSAFRAS ST, REDWOOD ST, PALM ST, OLIVEST, KETNER BLVD, LAUREL ST, MAPLE ST.

Scale: 0 400 800 1,600 Feet

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MARINE/WETLAND ENVIRONMENT

The Coastal Act calls for the protection of Environmentally Sensitive Habitat Areas within the Coastal Zone. Environmentally Sensitive Habitat Areas (ESHA) is defined by the Coastal Act as any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments. Such areas are critically important for the survival of species or valuable for maintaining biodiversity.

The City of San Diego has adopted a Multiple Species Conservation Program (MSCP) Subarea Plan in order to protect sensitive habitats and species within the City's boundaries. The MSCP Subarea Plan's policies apply to areas mapped within the City's Multiple Habitat Planning Area (MHPA). Midway-Pacific Highway Community does not have land that is identified as MHPA or ESHA.

The San Diego River Flood Control Channel, although outside of the community boundaries, is an important open space resource for Midway-Pacific Highway and is within the Coastal Zone and MHPA. The river is home to wildlife species, including seasonal bird populations in the tidal estuary. The estuary also acts as a natural bio-filter for storm water runoff before it enters the Pacific Ocean. The City's MHPA Adjacency Guidelines will manage land uses adjacent to the flood control channel to ensure minimal impacts to the MHPA.

Existing outfalls for the storm drain system that serves Midway-Pacific Highway and adjacent communities are located within and discharge into the San Diego River Flood Control Channel and San Diego Bay. As mentioned previously, the San Diego River estuary supports seasonal bird populations and provides natural bio-filtration for storm water runoff. During heavy rains or storm water overflow episodes, the estuary can become overtaxed and unable to filter excess pollution collected by the river from throughout its watershed. Implementation

of Low Impact Development (LID) principles in Midway - Pacific Highway, as described in the Urban Design Element and as required by the City's Land Development Code, will help reduce the amount of pollutants within the storm water that is released into the San Diego River and San Diego Bay and help maintain healthy water quality within these regional resources.

POLICIES

- CE-3.6** Implement the City's Environmentally Sensitive Lands (ESL) regulations and Biology Guidelines for preservation, acquisition, restoration, management, and monitoring of biological resources, including Environmentally Sensitive Habitat Areas, consistent with Section 30240 of the California Coastal Act.
- CE-3.7** Continue implementation of the Multiple Habitat Planning Area (MHPA) Adjacency Guidelines to guide the restoration and enhancement of the area adjacent to the San Diego River Flood Control Channel.



Continued implementation of the City's ESL regulations and Biology and MHPA Adjacency Guidelines will ensure that MHPA areas adjacent to the community will be protected.



- CE-3.8** Monitor the San Diego River Park to ensure that it is maintained in a clean, healthy state through cooperative partnerships with community groups and county, state, and City agencies.
- CE-3.9** Remove non-native species and plant native vegetation within the portions of the San Diego River Park and Caltrans right-of-way north of Interstate 8 over time and as these areas are developed with population-based park equivalencies, should funding be available.
- CE-3.10** Place signage to alert users of the San Diego River Pathway that pets need to be leashed at all times and place pet waste plastic bag dispensers strategically along the trail, should funding become available.
- CE-3.11** Incorporate storm water low impact development practices with the development of park and recreation facilities adjacent to the San Diego River.
- CE-3.12** Upgrade infrastructure for water, wastewater, and storm water facilities and institute a program to clean the storm drain system prior to the rainy season.
- CE-3.13** Ensure new water, wastewater, and storm water facilities are sited and designed to minimize impacts from sea level rise, and, where feasible, avoid locating new storm water outfalls in areas that could be impacted by sea level rise.
- CE-3.14** Install low impact development infrastructure that includes components to capture, minimize, and/or prevent pollutants in urban runoff from reaching the San Diego River, San Diego Bay, and Pacific Ocean.
- CE-3.15** Encourage innovative best management practices that provide opportunities for enhanced storm water management in public works projects, transportation facilities and private developments. These may include curb inserts, paver filter strips, bulb-out infiltration zones, linear detention basins and infiltrating tree wells.

8.4 AIR QUALITY AND PUBLIC HEALTH

Suitable air quality is important in fostering a healthy living environment. Poor air quality creates health problems for groups with sensitivities, such as children, the elderly, and persons with respiratory problems. Air quality in Midway - Pacific Highway is affected by exhaust from motor vehicles that travel along I-5 and I-8.

Air pollution diminishes as distance from the freeway increases. For residential and other sensitive-receptor land uses located within 500 feet of a freeway, careful building design can minimize the effect of air pollution. Building features that can attenuate air pollution include individual dwelling ventilation systems with high-efficiency particulate arresting air filters, careful location of heating, ventilation, and air condition intake vents away from pollution sources, and/or fixed windows facing the freeway.

POLICIES

- CE-4.1** Consider air quality and air pollution sources in the siting, design, and construction of residential development and other development with sensitive receptors.
- CE-4.2** Incorporate building features into new buildings with residential units and other sensitive receptors located within 500 feet of the outside freeway travel lane to reduce the effects of air pollution.
- CE-4.3** Encourage Caltrans to plant trees in landscape areas within freeway rights-of-way to improve air quality and provide visual relief.
- CE-4.4** Encourage street tree and private tree planting programs throughout the community to increase absorption of carbon dioxide and air pollutants.

NOISE

9



9.1 Noise Environment



INTRODUCTION

Midway - Pacific Highway is an urban community with a mix of uses and major transportation facilities. The community has a higher ambient noise level from commercial and industrial land uses, freeways, major streets, aircraft operations, and rail operations. Figure 9-1 illustrates the projected future noise contours from freeways, major roads, and rail lines. The noise contours do not reflect changes in noise levels due to topography such as the freeway elevation above ground level or other physical barriers including vegetation, walls, or buildings. For noise contours specific to airport operations, refer to the Airport Land Use Compatibility Plan for San Diego International Airport. As the community's commercial areas continue to grow and expand with new commercial establishments and as the villages and districts develop with mixed commercial-residential developments, instances of exposure to the unwanted effects of noise could become more prevalent in the community.



Motor vehicle traffic noise levels vary based on traffic volume, speed, and mix of vehicles.

NOISE GOAL

- Minimize the exposure of residential and other land uses to excessive noise levels.

Community Noise Equivalent Level, or CNEL, is the noise rating scale used for the evaluation of land use compatibility. The CNEL rating represents the average of equivalent noise levels, measured in A-weighted decibels (dBA), at a location for a 24-hour period, with upward adjustments added to account for increased noise sensitivity in the evening and night periods. The A-weighted filter places a greater emphasis on frequencies within the range of the human ear. The General Plan provides compatibility guidelines for evaluating land uses based on noise levels. The General Plan specifies that noise levels at or below 70 dBA are conditionally compatible for multi-family residential uses if sound attenuation measures are included in project design to reduce the interior noise levels to 45 dBA. While typically incompatible, the General Plan conditionally allows mixed-use residential development along streets affected by vehicle traffic noise levels up to 75 dBA with interior noise attenuation. Typical attenuation measures are addressed in the General Plan. The policies in this Element also provides site planning recommendations for mixed or multiple use developments to address commercial, industrial, and transportation noise.

9.1 NOISE ENVIRONMENT

COMMERCIAL AND INDUSTRIAL ACTIVITY

Noise from light industrial and heavy commercial uses can affect adjacent noise-sensitive uses. Commercial and industrial activity noise is either emitted by activities on site or through truck deliveries. Site planning and integrating noise attenuation measure in new buildings will reduce interior noise levels from commercial and industrial activity.

MOTOR VEHICLE TRAFFIC NOISE

Vehicle traffic noise is related to the traffic volume, speed, and mix of vehicles. Major roadways including I-8, I-5, Rosecrans Street, Camino Del Rio West, Pacific Highway, Midway Drive, and Sports Arena Boulevard are the primary sources of motor vehicle noise within the community. Noise from trucks driving or parked and idling along roads can also be a source of annoyance for noise-sensitive uses. Heavy trucks that support airport freight and distribution operations generate more noise than medium trucks that support commercial and light industrial uses, cars, and light trucks.

RAIL NOISE

Freight trains, intercity rail (Amtrak), commuter rail (Coaster), and light rail transit (Trolley) can generate high, relatively brief, intermittent noise events within the vicinity of at-grade rail crossings where horns and crossing bells are sounded. Federal regulations require trains to sound their horns at all roadway-rail at-grade crossings. Horns, whistles and bells on the moving trolley vehicles, and horns from freight trains, combined with stationary bells at grade crossings can generate excessive noise levels that can affect noise-sensitive land uses. To minimize excess train horn noise, the federal government allows the establishment of train horn “quiet zones.” This requires the implementation of safety measures to compensate for the loss of the

train horn usage. Additionally, the Mobility Element supports roadway-rail grade separation, since this will eliminate the need for bells and horns at the existing grade crossing and reduce noise.

AIRCRAFT NOISE

Aircraft overflight from San Diego International Airport (SDIA) and related noise affects portions of Midway - Pacific Highway. Aircraft noise can affect people living and working in Midway - Pacific Highway to varying degrees, depending on a person’s level of sensitivity. SDIA prohibits most late-night takeoffs to help limit noise impacts.

The community is within the SDIA Airport Influence Area, which is the boundary for the Airport Land Use Compatibility Plan (ALUCP). The Airport Land Use Commission (ALUC) for San Diego County prepares the ALUCP, and the City implements the ALUCP as discussed in the Introduction chapter. Aircraft noise is one of the factors that the state-required ALUCP addresses with policies for land use compatibility, as



High, intermittent, relatively brief noise events can occur in the vicinity of at-grade rail crossings.



discussed in the Land Use Element. The ALUCP conditionally allows residential and non-residential uses in areas exposed to airport noise at or above 60 dBA CNEL if noise attenuation is provided. The General Plan conditionally allows future multiple unit and mixed-use residential uses in the areas above the 65 dBA CNEL airport noise contour within the SDIA Airport Influence Area to maintain and enhance community character and urban form.

POLICIES

- NE-1.1** Address commercial and industrial activity noise that could affect nearby residential uses and other sensitive receptor uses when planning new development.
- NE-1.2** Incorporate site planning, architectural features, and/or operational measures as applicable to provide for noise compatibility between uses.
- NE-1.3** Include noise attenuation measures in new development to ensure an interior noise level of 45 dBA for sensitive receptor uses near noise-generating activities.
- NE-1.4** Ensure that new development is compatible with the noise policies of the Airport Land Use Compatibility Plan for San Diego International Airport.
- NE-1.5** Coordinate with rail operators to establish a train horn “quiet zone” at the Washington Street and Noell Street at-grade rail crossings as an interim measure to roadway-rail grade separation.
- NE-1.6** Utilize site design to create physical separation between noise sensitive uses and noise-generating activities where possible.
 - A.** Consider using building setbacks along streets with high noise levels to increase distance between the street and residential buildings, as well as to enhance the urban realm and pedestrian environment.

- B.** Consider siting non-residential uses or buildings closer to noise-generating uses or transportation facilities to shield residential buildings from noise, and separate or shield residential uses from delivery areas for non-residential uses for mixed-use and multiple-use developments on larger sites.

NE-1.7 Utilize appropriate operational measures to reduce noise for conditionally permitted commercial uses in areas where eating, drinking, entertainment, and assembly establishments are adjacent to residential uses.

- A.** Consider appropriate window open/close hours for eating and drinking establishments.
- B.** Consider lowering the volume of amplified music during the last hour of service.
- C.** Encourage the use of evening security staff to control crowds as well as loitering after hours.
- D.** Provide noise attenuation measures to reduce the noise levels generated from the establishment, to the degree possible, within their premises with special attention to “open air” concept establishments (such as beer gardens or large outdoor eating and drinking venues).
- E.** Encourage bars that serve food to keep their kitchens open after alcohol has stopped being served to encourage a slower flow of people leaving the establishment.

NE-1.8 Incorporate sound attenuation measures such as sound absorbent wall/ceiling materials, sound walls, and dense, drought-tolerant landscaping where commercial uses such as restaurants and bars are permitted, especially adjacent to residential areas.

NE-1.9 Encourage distribution uses located near residential uses to facade or shield loading areas, utilize smaller vehicles, and turn off vehicle engines during loading whenever possible.

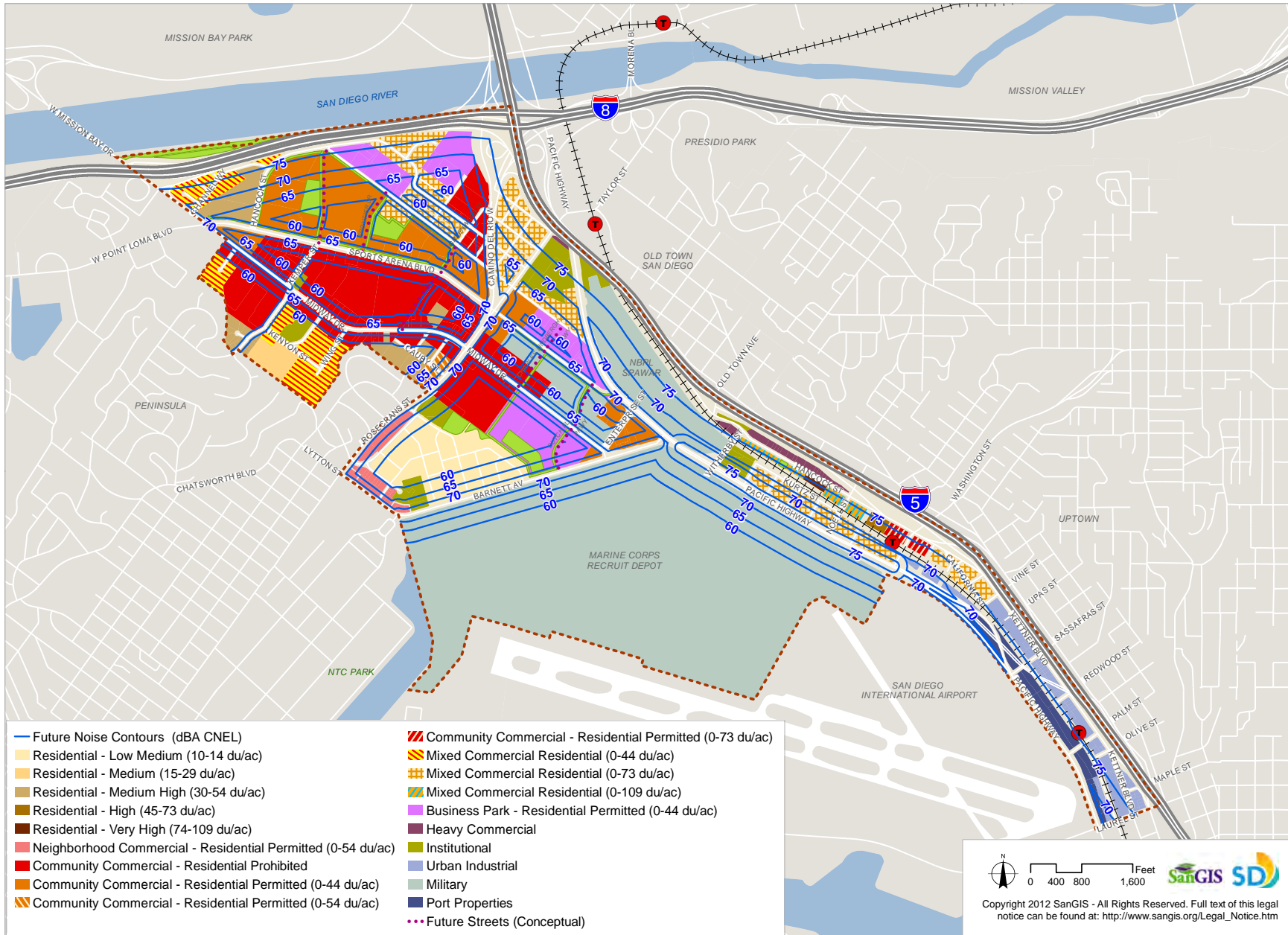
- NE-1.10** Encourage truck deliveries for businesses to occur on commercial streets during day-time hours with designated commercial loading zones.
- NE-1.11** Encourage private waste pick-up franchise hauler agreements with the City to be organized by geographic area to reduce unnecessary frequency of pick-ups and instances of multiple haulers servicing the same area.
- NE-1.12** Encourage parking structures adjacent to residential uses to incorporate exterior screening that reduces external noise and light impacts.
- NE-1.13** Apply standard noise controls to reduce construction noise levels emanating from new construction to minimize disruption and annoyance to adjacent residential or other noise sensitive uses.
 - A.** Limit construction activity hours.
 - B.** Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition, and appropriate for the equipment.
 - C.** Locate stationery noise-generating equipment (e.g. compressors) as far as possible from adjacent residential receivers.
 - D.** Acoustically shield stationary equipment located near residential receivers with temporary noise barriers.
 - E.** Utilize “quiet” air compressors, and other stationary noise sources where technology exists.
 - F.** Encourage construction contractors to prepare a detailed construction plan identifying the schedule for major noise generating construction activities that includes coordination with adjacent residents so that construction activities can be scheduled to minimize noise disturbance.
 - G.** Encourage construction contractors to designate a “disturbance coordinator” who would be responsible for responding to any complaints about construction noise.



Appropriate operational measures should be utilized to ensure that noise from eating, drinking, and entertainment uses does not have negative effects on adjacent residential uses.



FIGURE 9-1: PROJECTED ROAD & RAIL NOISE CONTOURS



HISTORIC PRESERVATION 10



- 10.1 Prehistoric and Historic Context
- 10.2 Identification and Preservation of Historical Resources
- 10.3 Educational Opportunities and Incentives Related to Historical Resources



INTRODUCTION

The purpose of the City of San Diego General Plan Historic Preservation Element is to preserve, protect, restore and rehabilitate historical and cultural resources throughout the City of San Diego. It is also the intent of the element to improve the quality of the built environment, encourage appreciation for the City's history and culture, maintain the character and identity of communities, and contribute to the City's economic vitality through historic preservation. The element's goals for achieving this include identifying and preserving historical resources, and educating citizens about the benefits of, and incentives for, historic preservation.

The Midway - Pacific Highway Historic Preservation Element contains specific goals and recommendations to address the history and cultural resources unique to Midway - Pacific Highway, in order to encourage appreciation of the community's history and culture. These policies along with the General Plan policies provide a comprehensive historic preservation strategy for Midway - Pacific Highway. The Midway - Pacific Highway Historic Preservation Element was developed utilizing technical studies prepared by qualified experts, as well as extensive outreach and collaboration with Native American Tribes, community planning groups and preservation groups.

HISTORIC PRESERVATION GOALS

- Identify and preserve significant historical resources in the Midway - Pacific Highway community.
- Create commemorative, interpretive and educational opportunities related to historical resources in the Midway - Pacific Highway community and pursue incentives for historic preservation and adaptive reuse.

A Prehistoric Cultural Resources Study and a Historic Resources Survey Report were prepared in conjunction with the Community Plan. The *Prehistoric Cultural Resources Study for the Midway-Pacific Highway Community Plan Update* (Prehistoric Cultural Resources Survey) describes the pre-history of the Midway - Pacific Highway area; identifies known significant archaeological resources; provides guidance on the identification of possible new resources; and includes recommendations for proper treatment. The *City of San Diego Midway-Pacific Highway Community Plan Area Historic Resources Survey: Historic Context and Reconnaissance Survey* (Historic Survey Report) provides information regarding the significant historical themes in the development of Midway - Pacific Highway, the property types associated with those themes, and the location of potential historic resources which may be eligible for designation pending further evaluation. These documents have been used to inform not only the policies and recommendations of the Historic Preservation Element, but also the land use policies and recommendations throughout the Community Plan.



10.1 PREHISTORIC AND HISTORIC CONTEXT

The community of Midway - Pacific Highway is located on the flatlands south of the channelized portion of the San Diego River. Originally, a large portion of the community was estuarine. Prehistorically, the San Diego River served as a reliable source of food and water for the Kumeyaay inhabitants and their ancestors, and some evidence suggests that the Kumeyaay village of village of Kostí/Cosoy/Kosaii/Kosa'aay may have been located within the community. The forces that ultimately shaped the development of the Midway - Pacific Highway community during the late 19th and early 20th centuries were transportation improvements and early industries, as well as the presence of the airport and military. Yet large sections of the area remained undeveloped through the Great Depression. During World War II, areas along Pacific Highway were used for numerous defense industries. The post-war development of the area mainly consisted of small warehouses and commercial buildings that sprang up in a rather haphazard fashion. Today, the area consists primarily of commercial, industrial and military uses bound by major transportation routes and a major airport corridor.

The following is a summation of the pre-historic and historic development of the Midway - Pacific Highway Community. A complete discussion of the community's Prehistory and History can be found in the Prehistoric Cultural Resources Study and the Historic Survey Report, respectively.

PREHISTORY

The prehistory of the San Diego region is evidenced through archaeological remains representing more than 10,500 years of Native American occupation, locally characterized by the San Dieguito complex, the Archaic La Jolla and Pauma complexes, and the Late Prehistoric period. Based on ethnographic research and archaeological evaluations, Late Prehistoric materials in southern San Diego County are believed to represent the ancestral Kumeyaay.

The Ethnohistoric Period, sometimes referred to as the ethnographic present, commenced with the earliest European arrival in San Diego and continued through the Spanish and Mexican periods and into the American period. The founding of Mission San Diego de Alcalá in 1769 brought about profound changes in the lives of the Kumeyaay. The coastal Kumeyaay were quickly brought into the mission and many died from introduced diseases. Earliest accounts of Native American life in San Diego were recorded as a means to salvage scientific knowledge of native lifeways. These accounts were often based on limited interviews or biased data collection techniques. Later researchers and local Native Americans began to uncover, and make public, significant contributions in the understanding of native culture and language. These studies have continued to the present day and involve archaeologists and ethnographers working in conjunction with Native Americans to address the continued cultural significance of sites and landscapes across the County. The legends and history that is repeated by the local Native American groups now and at the time of earlier ethnographic research indicate both their presence here since the time of creation and, in some cases, migration from other areas. The Kumeyaay are the identified Most Likely Descendants for all Native American human remains found in the City of San Diego.



Examples of Kumeyaay apparel and objects of daily use: baskets, willow bark skirt, basket hat, agave fiber sandals, seed beater. Courtesy of the Barona Cultural Center & Museum, photo by Tim Stahl.

By the time Spanish colonists began to settle in Alta California in 1769, the Midway - Pacific Highway community planning area was within the territory of the Kumeyaay people, who spoke a Yuman language of the Hokan linguistic stock. The Kumeyaay had a hunting and gathering economy based primarily on various plant resources. Grass seeds were probably the primary food, supplemented by various other seeds such as sage, sagebrush, lamb's quarters, and pine nuts. Small game was a major source of protein, but deer were hunted as well. Coastal bands ate a great deal of fish, taking them with lines, nets, and bows and arrows. Balsas or reed boats were used. Shellfish and other littoral resources were important to coastal people, too. Settlements were moved seasonally to areas where wild foods were in season.

Villages and campsites were generally placed in areas where water was readily available, preferably on a year-round basis. The San Diego River provided an important resource not only as a reliable source of water, but as a major transportation corridor through the region.

The village of Kosti/Cosoy/Kosaii/Kosa'aay was described as near the mouth of the San Diego River. While the actual location of the village is unknown, Bancroft reported in 1884 that a site called Cosoy/Kosaii/Kosa'aay by the Native Americans was in the vicinity of Presidio Hill and Old Town, located approximately 0.5 mile east of the community of Midway-Pacific Highway. Several investigations have identified possible locations for the village of Cosoy/Kosaii/Kosa'aay, but the actual site has never been found. One possible location for Kosti/Cosoy/Kosaii/Kosa'aay has been mapped by the South Coastal Information Center (SCIC) as within the community of Midway-Pacific Highway, based on information listed on site forms as recorded by Malcolm Rogers in 1912.



Map of the La Playa Trail between San Diego's first port, Old Town, and Mission San Diego de Alcalá, through what is now the Midway-Pacific Highway community.



SPANISH PERIOD (1769-1822)

In spite of Juan Cabrillo's earlier landfall on Point Loma in 1542, the Spanish colonization of Alta California did not begin until 1769. Concerns over Russian and English interests in California motivated the Spanish government to send an expedition of soldiers, settlers, and missionaries to occupy and secure the northwestern borderlands of New Spain. This was to be accomplished through the establishment and cooperative inter-relationship of three institutions: the presidio, mission, and pueblo. In 1769 a land expedition led by Gaspar de Portola reached San Diego Bay, where they met those who had survived the trip by sea on the ships San Antonio and San Carlos. Initially camp was made on the shore of the bay in the area that is now downtown San Diego. Lack of water at this location, however, led to moving the camp in May to a small hill closer to the San Diego River and near the Kumeyaay village of Kosti/Cosoy/Kosaii/Kosa'aay, where the Spanish built a primitive mission and presidio structure. The La Playa Trail served as the main link between Old Town San Diego, the mission, and La Playa, which served as the town's port until the founding New Town San Diego in 1869. Although it is considered the oldest European trail on the Pacific Coast, La Playa Trail is also known to have been an ancient Kumeyaay path.

Just four months after the colonial project was initiated, the Kumeyaay staged an uprising. The Kumeyaay seized some of the Spaniards' possessions; however, the Spaniards themselves were not taken. While the mission attracted a few converts, friction between the Kumeyaay and Spanish lingered. In August 1774, the Spanish missionaries moved the Mission San Diego de Alcalá to its present location six miles up the San Diego River valley (modern Mission Valley) near the Kumeyaay village of Nipaguay. The presidio remained at its location on Presidio Hill. Sometime after 1800 soldiers and their families began to move down from Presidio Hill and settle near the San Diego River.

MEXICAN PERIOD (1822-1846)

In 1822 the political situation changed as Mexico won its independence from Spain and San Diego became part of the Mexican Republic. The Mexican government opened California to foreign trade; began issuing private land grants in the early 1820s, creating the rancho system of large agricultural estates; began secularizing the Spanish missions in 1833; and oversaw the rise of the civilian pueblo. By 1827, as many as 30 homes existed around the central plaza in Old Town and in 1835, Mexico granted San Diego official pueblo status. At this time the town had a population of nearly 500 residents, later reaching a peak of roughly 600. But the location several miles away from navigable water was less than ideal. Imports and exports had to be carried over the La Playa Trail to anchorages in Point Loma.

In 1834 the Mexican government secularized the San Diego and San Luis Rey missions. The secularization in San Diego County had the effect of triggering increased Native American hostilities against the Californios during the late 1830s. The attacks on outlying ranchos, along with unstable political and economic factors, helped San Diego's population decline to around 150 permanent residents by 1840. San Diego's official pueblo status was removed by 1838, and it was made a sub-prefecture of the Los Angeles pueblo. The town and the ship landing area at La Playa (present-day Point Loma) were now the centers of activity in Mexican San Diego. When the United States took control of the region after 1846, the situation in San Diego had stabilized somewhat, and the population had increased to roughly 350 non-Native American residents.



AMERICAN PERIOD (1846-1970)

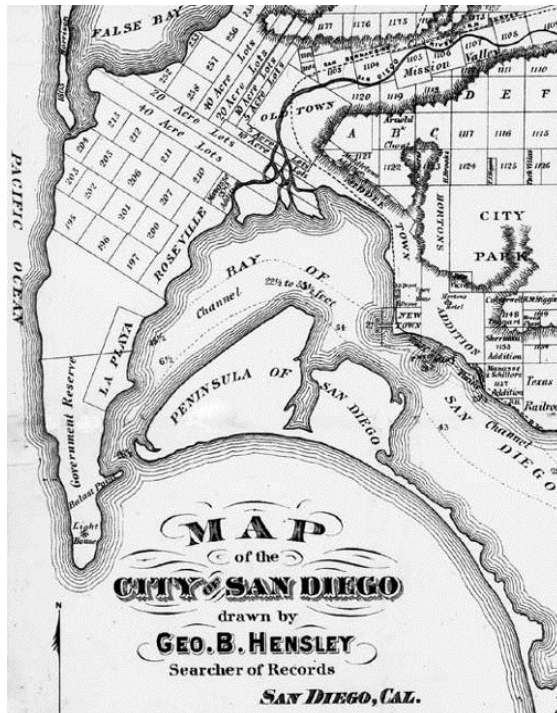
When United States military forces occupied San Diego in July 1846, the town's residents split on their course of action. Many of the town's leaders sided with the United States, while other prominent families opposed the invasion. The United States assumed formal control of California with the Treaty of Guadalupe-Hidalgo in 1848 and introduced Anglo culture and society, American political institutions, and American-style entrepreneurial commerce.

On February 18, 1850, the California State Legislature formally organized San Diego County. The first elections were held at San Diego and La Playa on April 1, 1850, for county officers. San Diego grew slowly during the next decade. Old Town remained the largest development

within San Diego, occupying a total of 48,557 acres of former pueblo land, and consisted of approximately 65 buildings of which many were constructed of adobe. A small portion of the Midway-Pacific Highway area, northeast of present-day Kurtz Street and northwest of present-day Witherby Street, was historically part of Old Town.

In the 1850s when the first attempt was made to build a city on the present area of Downtown, a group of Old Town citizens bought the land to the south of Old Town and established a rival subdivision closer to the bay. The portion of the land that was subdivided and laid out into streets, squares, blocks, and lots was designated Middletown. The Pacific Highway corridor occupies the other, undivided portions, which were referred to as the reservations and the tidelands. The development of Middletown, as well as Old Town, was stymied by a severe drought, followed by the onset of the Civil War. The troubles led to an actual drop in the town's population from 650 in 1850, to 539 in 1860. Not until land speculator and developer Alonzo Horton arrived in 1867 did San Diego began to develop fully into an active town. As the community focus shifted from Old Town to New Town (present-day Downtown), the county seat was moved to New Town in 1871 and Old Town rapidly declined in importance.

Although it would appear that the Midway-Pacific Highway area was conveniently located between Old Town and New Town, attempts at development floundered because of the swamp-like conditions. Historically, the Midway area was part of the San Diego River delta, comprising the flat land between the hill of the San Diego Presidio and the hills of Point Loma. The San Diego River switched back and forth between emptying into Mission Bay and emptying through the Midway area into the San Diego Bay. The silt it carried built sand bars and eventually blocked channels. To protect the main harbor from these deposits, the U.S. Army Corps of Engineers decided to make the Mission Bay route of the river permanent. In 1853 George Derby, an army land surveyor, engineered the construction of a dike just south



Hensley's Map of San Diego, 1873.



of the present flood channel, extending northeasterly from what is now the junction of Midway Drive and Sports Arena Boulevard. The building of this dike decided the supremacy of San Diego Bay. Later known as Derby's Dike, it was rebuilt in 1877. Now gone, the Derby Dike Site at the foot of Presidio Hill is designated San Diego Historical Resources Board (HRB) Site #28.

One of the early settlers to the area was Louis Rose, the first Jewish resident of San Diego. He arrived in 1850 and began to purchase land between Old Town and La Playa, an area eventually known as Roseville. He aimed to establish a new town site in this location, but failed to attract settlers. Rose deeded five acres on present-day Kenyon Street for use as a Jewish cemetery, but the failure of the Roseville development led the Jewish community to find a new burial ground in 1892. In 1937, they reinterred those buried at the old cemetery, but retained



Louis Rose, first Jewish resident of San Diego.

ownership of the land. The site is known as the Hebrew Cemetery and is designated San Diego HRB Site #48. By the late 19th century Midway-Pacific Highway remained almost entirely undeveloped. The forces that ultimately shaped the development of the Midway - Pacific Highway community as we know it today can be grouped generally into three main themes: Transportation Improvements and Early Industrial Development (1882-1914); Military, Aerospace and Related Industrial Development (1901-1953); and Post-War Commercial and Residential Development (1945-1970), as summarized below.

Transportation Improvements and Early Industrial Development (1882 - 1914)

The fact that the Pacific Highway corridor was bypassed for residential development at the start of the 20th century allowed it to emerge as a transportation corridor for railroads, streetcars, and automobiles. However, it mainly functioned as a place one passed through rather than as a destination. Since the 1830s, the citizens of San Diego had attempted to establish a direct rail link to the east. A rail link was an integral component to the vision some held of San Diego as a major seaport. Many efforts were undertaken, but they all ended in failure. The first section of the California Southern Railroad opened in 1882 and connected National City to Oceanside, passing through the Midway - Pacific Highway area at the bottom of and along the bluff that separates the community from Old Town. Without a stop in the area, however, the railroad line failed to ignite development.

A real estate boom in the spring of 1887 brought thousands of people to Southern California, many of them traveling on the Santa Fe Railroad to San Diego. During the boom, developers realized the need for convenient public transportation. In 1887, San Diego's Electric Rapid Transit Company introduced the first electric street railway system in the western U.S., the San Diego & Old Town Railway. It traversed the Pacific Highway corridor from D Street (now Broadway) in downtown to



Old Town along Arctic Street (now Kettner Boulevard), then continued to Hancock and the Five Points area, servicing the Marine Corps Recruit Depot. Even during the 1930s, streetcar passengers traveling through the area described it as a salt marsh with open meadows. During the early 1940s, the line was discontinued and the tracks were paved over in an effort to improve the roadway for automobiles.

Pacific Highway was one of the first paved roads through the area. At one time, it was part of Highway 101. While the southern terminus of Highway 101 is now Los Angeles, it used to travel all the way south through San Diego to the Mexican border in San Ysidro. However, this part was decommissioned and replaced in the late 1960s by Interstate 5. Significant portions of Highway 101 were historically part of El Camino Real, the route that connected Alta California's missions,



The Mission Brewery, located at 1751 Hancock Street, is listed on the local register and the National Register of Historic Places.

presidios, and pueblos. It served as the main north-south road in California until the 1920s. Highway 101 was one of the first highways designated by the Bureau of Public Roads in 1925. Existing sections of roadway were designated as routes and marked by signs so that motorists could find their way from one town to the next. Long distance automobile runs became a popular form of amusement, and soon auto camps were developed to provide overnight accommodations.

During the late 19th and early 20th centuries, development in the area remained limited. There were a few isolated residential and commercial buildings. One of the earliest businesses in the area was the Mission Brewery, located at 1751 Hancock Street. August Lang, a German immigrant, purchased block 183 of the Middletown Addition in 1912 for the purposes of building a brewery. The quality of the local water was noted as an important reason for locating in San Diego. Lang hired another German immigrant as his architect, Richard Griesser, who designed the building in the Mission Revival style. A detached bottling plant was constructed across Washington Street. With the impending passage of the National Prohibition Act, the brewery closed in 1918. The property was sold to the American Agar Company in 1923. The Mission Brewery is designated San Diego HRB Site #232 and is also listed in the National Register of Historic Places.

Military, Aerospace, and Related Industrial Development (1901 - 1953)

As early as 1900, San Diegans initiated efforts to attract the attention of the Navy in hopes that officials would choose it for naval bases and other shore activities. William Kettner, credited with the expansion of the military presence during the 1920s, immediately recognized the benefit of a military presence in San Diego, which would bring federal resources and national attention to the City. San Diego's harbor required immediate attention. Dredging was urgently needed to enable large ships to enter. It seemed a logical sequence would then follow:



goods, trade, employment, and the development of a respectable commercial center. Upon his election to Congress in 1912, Kettner eventually convinced the Admiral of the Navy that the dredging of San Diego Bay was not only feasible, but also advantageous to the Navy. During the 1915 Exposition, Kettner caught the attention of Major General George Barnett and convinced him of his idea for the location of a new Marine base in Dutch Flats south of present-day Barnett Avenue and Pacific Highway. Both the Naval Training Center and the Marine Corps Recruit Depot (MCRD) were built in the early 1920s. Construction of MCRD on the low-lying Dutch Flats area was accomplished only after a massive dredging and filling operation. These installations had a profound influence over the development of the area.

The development of the aerospace industry in San Diego also began in Dutch Flats. In 1922, T. Claude Ryan opened up a flying school in the area, which led to the opening of an aircraft manufacturing plant. Ryan Airlines developed some of the most creative designs

in aviation history, including a custom M 1 monoplane for Charles Lindbergh. Lindbergh tested the plane, called the Spirit of St. Louis, at Ryan Field before his 1927 nonstop solo flight from New York to Paris. The first regularly scheduled airline in the United States, the San Diego – Los Angeles Airline, operated out of this field beginning in 1925. In 1934 Ryan formed the Ryan Aeronautical Company, and the school eventually became a subsidiary. During World War II, the school trained thousands of Army pilots, and had contracts with the Navy to build aircraft. Now gone, Ryan Field was located near the intersection of Midway Drive and Barnett Avenue. The Dutch Flats/Ryan Field site was designated as HRB Site #249 in 1990.

Inspired by Lindbergh's historic flight, the City of San Diego passed a bond issue in 1928 for construction of a two-runway municipal airport. Dedicated on August 16, 1928, it was called San Diego Municipal Airport – Lindbergh Field. The airport was the first federally certified airport to serve all types of aircraft, including seaplanes. The original terminal was located on the northeastern side of the field, along Pacific



The Marine Corps Recruit Depot under construction.



Ryan Field was located in the Dutch Flats area near the present-day intersection of Midway Drive and Barnett Avenue.



Consolidated Aircraft, 1940s, looking southwest.



Frontier Housing Project, 1946, looking northwest along Midway Drive. Fordham Street crosses Midway Drive in the foreground.

Highway. World War II brought significant change to the airfield when the Army Air Corps took it over in 1942 to support the war effort. The infrastructure of the airport was improved to handle the heavy bombers being manufactured in the region during the war. This transformation, including the 8,750-foot runway, made the airport jet ready long before jet passenger plans came into widespread service. After the war, commercial air service at Lindbergh Field expanded rapidly, and in 1960, Lindbergh Field gained its first jet service.

The greatest impact to San Diego's aerospace industry was the arrival of Consolidated Aircraft. The company was founded in 1923 by Reuben H. Fleet in Buffalo, New York. He served as a pilot in the U.S. Army during World War I and organized the first airmail service in 1918. In 1935, Fleet moved the company to San Diego because the weather in Buffalo was not suitable for test flights much of the year. Consolidated Aircraft constructed a new plant on the northeast side of Lindbergh Field and was the giant among San Diego manufacturing companies, bringing about the establishment of smaller firms all designed to produce aircraft tooling, parts, and sub-assemblies. During the war years, San Diego's population soared due to a massive influx of military personnel and defense workers. The population of San Diego County grew from 289,348 in 1940 to over 400,000 in 1945. The impact of the population growth affected housing, transportation, and schools.

The City attempted to assist in the search for homes by developing a Defense Housing Commission, which listed available vacancies within the area. The City also lifted ordinances against rooming houses in residential zones, but nothing could meet the continuous immigration of defense workers. Finally, in 1940, the federal government passed the Lanham Act, which appropriated \$150 million to the Federal Works Agency to provide massive amounts of housing in congested defense industry centers. The Frontier Housing Project was one of the largest such housing developments, located at the intersection of Midway and



Rosecrans. In 1943, the Federal Public Housing Agency took bids for the construction of 3,500 temporary dwelling units. By May of 1944, 1,100 units were ready for occupancy. Although the buildings were only intended to last for two years, some remained for 20.

Post-War Commercial and Residential Development (1945-1970)

After World War II, small warehouses and industrial buildings began to fill in the undeveloped areas along the Pacific Highway corridor. The Consolidated Aircraft plant continued to be a strong visual element and economic force in the area. The Midway area gave way to commercial strip and shopping center development that mainly catered to nearby residential and visitor populations. Streets were widened, removed, and renamed to facilitate the movement of automobiles. Interstate 5 and 8 were constructed, which formed rigid barriers between the neighborhoods on the north and east.

Prior to World War II, the commercial and residential development of the area was random and sparse. A few homesteaders constructed small houses, but the earth was too sandy or salty for agriculture. Commercial businesses were largely related to the airport, aircraft plants, and military bases. The city directory for 1941 lists one house and one business on Midway south of Rosecrans. The few other businesses in the area were mostly gas stations and drive-in restaurants like Topsy's and the Bali. The Loma Theater, designed by the renowned theater architect S. Charles Lee, opened in 1944 just before the end of war; however, it is more closely associated with the post-war history of the area. The Sound of Music opened in the theater in 1965 and played for an astounding 133 weeks. The theater closed in 1988 and is now a bookstore.

During the 1950s, several of the large parcels occupied by the Frontier Housing Project were purchased by the City of San Diego and later sold for development. According to an article in the San Diego Union, the population of the area declined by 10,000, which caused a major drop

in sales at local retail establishments. A master plan was developed for 500 acres, but failed to attract interest. Instead, commercial business continued to be oriented toward the automobile and mainly consisted of freestanding buildings surrounded by large surface parking lots. Consequently, buildings in the Midway-Pacific Highway area tend to be physically and architecturally disconnected from each other. The 1956 Sanborn map documents the presence of several motels and auto camps in the area interspersed with single-family residences, commercial buildings, and vacant lots. Businesses that required large flat parcels such as lumberyards, drive-in theaters, and nurseries also began to locate in the area.

The character of the area that exists today began to take shape during the 1960s. Modern commercial buildings were constructed on vacant lots or replaced older commercial and residential buildings. Automobile-related businesses such as showrooms, service stations



The Loma Theater opened in 1944.



and garages were also attracted to the Pacific Highway area. This can be attributed to the car culture that blossomed after World War II as well as the development of two freeways in the area, Interstate 5 and 8. Multi-family residential complexes also began appearing in the Midway area during the 1960s.

The greatest change to the area in the 1960s was the construction of the International Sports Arena. It was constructed by Trepte Construction Company and designed by Victor Meyer, an architect who was vice president of development and design. As early as the 1950s, San Diego had been seeking to attract professional sports franchises. In 1966 Robert Breitbard established the San Diego Gulls, then a member of the Western Hockey League, and laid plans for the construction of an indoor arena. The land on which the arena was located was formerly part of the Frontier Housing Project and owned by the City of San Diego; however, the \$6,500,000 for construction was privately financed. The arena opened in November of 1966. It was designed for seating 13,500 spectators for hockey and 16,000 spectators for other sporting and public events. Within a year a professional basketball team, the San Diego Rockets, was added to the arena. A variety of restaurants cropped up in the area to feed hungry sports fans before or after games.



San Diego International Sports Arena, artist's rendering.

10.2 IDENTIFICATION AND PRESERVATION OF HISTORICAL RESOURCES

Cultural sensitivity levels and the likelihood of encountering prehistoric archaeological resources within the Midway - Pacific Highway community planning area are rated low, moderate, or high based on the results of records searches, Native American Heritage Commission (NAHC) Sacred Lands File checks, and regional environmental factors. Sensitivity levels may be adjusted based on amount of disturbance that has occurred on sites that may have previously impacted cultural resources.

Based on the results of the records search, the NAHC Sacred Lands File check, and regional environmental factors, within the community of Midway - Pacific Highway there are two cultural sensitivity levels. Because the majority of the community is developed and there is virtually no undeveloped land within the area, the cultural sensitivity for the majority of the community planning area would be considered low. One section south of Loma Portal and bounded by I-5 to the east, Pacific Highway to the west, and Laurel Street to the south has moderate sensitivity. This portion of the Midway - Pacific Highway community planning area is located along the former periodic shoreline of the San Diego River and at the base of hills, making it attractive for prehistoric activities. Several prehistoric campsites, as well as a possible location for the ethnographic village of Kosti/Cosoy/Kosaii/Kosa'aay, have been mapped by the SCIC in this area. Although this area has been subject to extensive development, and fill may be present, the cultural sensitivity for this area is still considered moderate. Sensitivity levels may also be adjusted based on ongoing input from the Native American community.



In regard to the built environment, in addition to the three main themes significant to the development of Midway-Pacific Highway, the Historic Context Statement included in the Historic Survey Report also identified property types that are associated with those themes in historically significant ways. The associated property types, characteristics and significance thresholds are summarized as follows:

Transportation Improvements and Early Industrial Development (1882 – 1914)

While the early transportation improvements during the late 19th and early 20th centuries influenced the later development of the plan area, there are no directly related property types remaining. The research indicated that industrial buildings were constructed in the plan area during this period; however, the only one remaining is the Mission Brewery, which is already listed. According to the reconnaissance survey, the other buildings remaining from this period are isolated single-family residences. Most can be described as vernacular turn of the century cottages or Craftsman bungalows. They are one-story in height, sheathed in wood clapboard or shingles, and covered by gabled roofs. Some have been converted to commercial uses. These associated property types are likely to be eligible under HRB Criteria A, B and C.

Military, Aerospace, and Related Industrial Development (1901 - 1953)

Property types associated with this theme include industrial buildings, which can be categorized by type relating to their specific function. The two most common types of industrial buildings present in the plan area are multi-use warehouses, such as the building at 1929 Hancock Street, and light manufacturing buildings. They are mostly concentrated in two areas: the Pacific Highway corridor and the northeast portion of the Midway area. The residential buildings specifically constructed to house defense workers have been demolished. Warehouses used for

industrial or commercial purposes generally have the same physical characteristics. More often than not, these buildings were designed without the benefit of an architect. Light manufacturing buildings tend to be more substantial in size and construction than warehouses. In terms of architectural treatment, they fall into two categories: those clothed in the popular styles of the day and those purely functional and utilitarian in design. These associated property types are likely to be eligible under HRB Criteria A and C.

Post-War Commercial and Residential Development (1945-1970)

Property types associated with this theme in the community planning area include residential and commercial buildings. Residential buildings are almost exclusively apartment buildings, while commercial buildings are represented by a wide variety of types including restaurants, retail buildings, shopping centers, motels, gas stations, branch banks,



A few buildings from Midway-Pacific Highway's early development remain in the community, including this cottage built circa 1915.



grocery stores, and automobile dealerships. Residential buildings are concentrated in the Midway area, northwest of Rosecrans Street. Post-war commercial buildings are found throughout the community. Those in the Pacific Highway corridor tend to be oriented toward the airport, such as rental car businesses. The few single-family residences are mostly one-story in height and have no particular style. The two most common multi-family housing types in the area are “dingbats” and apartment complexes, typically containing at least 6 units. There are numerous restaurants and retail buildings in the plan area, most of which are located in one-story freestanding buildings surrounded by surface parking lots. The motel developed as a property type in the 1920s as a hybrid between auto camps and conventional hotels. The earliest motels in the plan area were one-story buildings organized in rows or U-shapes. Motels constructed in the 1960s are typically two-story buildings. These associated property types are likely to be eligible under HRB Criterion C.



This commercial building on Hancock Street features Streamline Moderne architectural influences and is representative of the Post-War Commercial and Residential Development theme.

DESIGNATED HISTORICAL RESOURCES

Midway - Pacific Highway is home to two (2) National Register properties. These include the Marine Corps Recruit Depot National Register Historic District, listed in 1991, and the Mission Brewery, listed in 1989:

- Marine Corps Recruit Depot Historic District:** The San Diego Marine Corps Recruit Depot Historic District comprises thirty-seven structures situated within the San Diego Marine Corps Recruit Depot, twenty-five of which contribute to the District's significance under National Register Criteria A and C in the areas of military and architectural history. The period of significance is generally from 1921 to 1940, with a primary period of significance from 1921 to 1926. In United States military history, the district is strongly associated with the nations' emergence as a world power, and with the Marine Corps coming of age as a distinctive branch of the military in the early decades of the 20th century. In architectural history, the district is significant in several respects: as an example of the work of master architect Bertram Goodhue; as a distinguished example of site planning; as a distinguished example of Spanish Colonial Revival architecture; and as an important example of military base architecture.
- Mission Brewery:** The Mission Brewery was one of the earliest businesses in the community. August Lang constructed the brewery at Hancock Street and Washington Street in 1913 and a bottling plant across Washington Street. The brewery operations ceased in 1918 as consequence of the passage of the Prohibition Act. Significant in the areas of health and medicine, industry, and architecture, the building was listed on the National Register under Criterion A both for its role in the tragic nationwide influenza epidemic of 1918-1919 when it served as an isolation hospital, and for its use in the beer and cigar industries; as well as Criterion C as the only example of an application of the Mission Revival style to a purely industrial building design in San Diego (and also one of a few such applications across the country). The Mission Brewery is also designated on the City's local register as HRB Site No. 232.



As of September 2016, the Midway - Pacific Highway community is home to four individually designated historic resources listed on the City's register by the Historical Resources Board. These include the aforementioned Mission Brewery, as well as the Mission Brewery Bottling Plant, the Hebrew Cemetery Site, and Dutch Flats/Ryan Airfield. Additionally, Derby Dike, which originated at the foot of Presidio Hill in Old Town, extended into the Midway - Pacific Highway community.

- **Mission Brewery Bottling Plant:** Constructed concurrently with the main Mission Brewery building across Washington Street in 1913, the bottling plant had a 200 barrel per day capacity, although only half of the intended amount was bottled. The bottling plant has a direct relationship to the brewery in terms of use and design, and was designated as HRB Site #1040 under Criterion A in 2012.
- **Hebrew Cemetery:** Louis Rose, one of the early settlers of the area who purchased land between Old Town and La Playa (known as Roseville) to establish a new town site, dedicated five acres of land on present-day Kenyon Street to develop a Jewish cemetery. The Jewish community discontinued use of the cemetery after a new Jewish burial ground in Mount Hope was established in 1892, where they reinterred those buried at the old cemetery. The site is designated as HRB Site #48.
- **Dutch Flats/Ryan Field:** In 1922, T. Claude Ryan started a flying school and later a manufacturing plant at Dutch Flats. Beginning in 1925, the first regularly scheduled airline in the U.S. operated out of Ryan Field. The manufacturing plant was the birthplace of the San Diego aviation industry. Bounded roughly by Barnett Avenue, Midway Drive, Rosecrans Street and Sports Arena Boulevard, Dutch Flats/Ryan Field was commemoratively designated as HRB Site #249 for its association with Charles Lindbergh, Claude T. Ryan, Ryan Aircraft Co. and the beginnings of commercial aviation in the United States.

- **Derby Dike:** Designed by Lt. George Horatio Derby of the US Army Corps of Topographical Engineers, the dike was constructed in 1853 to prevent the San Diego River from flowing into San Diego Bay and silting up the harbor. Now gone, the site at the foot of Presidio Hill is designated HRB Site #28. Although the marker for the Derby Dike site is located in Old Town San Diego, the dike extended northeasterly from the present-day junction of Midway Drive and Frontier Street (Sports Arena Boulevard) and allowed the opportunity for development within Midway - Pacific Highway.

These designated historical resources, shown in Figure 10.1, are protected and preserved through existing General Plan policies, the historical resources regulations and guidelines of the Municipal Code, and established City practices. These protections require historic review of all projects impacting these resources. Projects that do not comply with the U.S. Secretary of the Interior Standards are required to process a discretionary action that is subject to review under the California Environmental Quality Act (CEQA).



A plaque marks the site of the Hebrew Cemetery in Midway-Pacific Highway.



IDENTIFICATION OF NEW HISTORICAL RESOURCES

As detailed in the Historic Survey Report, a Historical Resource Reconnaissance Survey was undertaken based on the information provided in the Historic Context Statement to identify new historical resources within Midway - Pacific Highway which may be eligible for designation pending evaluation. The purpose of the Historic Resource Reconnaissance Survey is to inform land use decisions in the Community Plan, guide the development of the policies in the Historic Preservation Element, and raise public awareness regarding the possible significance these resources may have. However, additional property-specific research and analysis will be required to determine if in fact these properties are significant and eligible for designation. This review and analysis may occur through historic designation nominations or applications for permits or preliminary review, in accordance with the Municipal Code. The field work and analysis was completed by a qualified historic consultant and overseen by City staff.

The survey identified 43 properties, including residential properties, commercial buildings, industrial buildings and civic and institutional buildings. Most of the properties identified relate to the theme Post-War Commercial and Residential Development (1945-1970), with a number of others related to the theme Military, Aerospace and Related Industrial Development (1901-1953), and only a few related to the earliest theme of Transportation Improvements and Early Industrial Development (1882-1914). No potential historic districts were identified during the survey. A detailed listing of all identified properties can be found in the *City of San Diego Midway-Pacific Highway Community Plan Area Historic Resources Survey Report: Historic Context & Reconnaissance Survey*.

The properties identified by the Historic Resource Reconnaissance Survey are protected and preserved to some degree through existing General Plan policies and the historical resources regulations and guidelines of the Municipal Code. Additional policies that address the identification and preservation of new historical resources of the Midway - Pacific Highway community follow.

POLICIES

- HP-2.1** Preserve designated historical resources and promote the continued use and new, adaptive reuse of these resources consistent with the U.S. Secretary of the Interior's Standards.
- HP-2.2** Evaluate properties which may be eligible for designation as historic resources.
- HP-2.3** Encourage the preservation of other notable buildings, structures, objects and community features that provide continuity with the past.
- HP-2.4** Provide support and guidance to community members and groups who wish to prepare and submit individual resource nominations and historic district nominations to the City, consistent with adopted Guidelines.
- HP-2.5** Work with members of the community to identify and evaluate additional properties that possess historic significance for social or cultural reasons (such as an association with an important person or event) for potential historic designation.
- HP-2.6** Evaluate the possibility of a multi-community or Citywide historic context statement and Multiple Property Listing related to the aerospace industry in San Diego.
- HP-2.7** Conduct project-specific Native American consultation early in the development review process to ensure culturally appropriate and adequate treatment and mitigation for significant archaeological sites or sites with



cultural and religious significance to the Native American community in accordance with all applicable local, state and federal regulations and guidelines.

- HP-2.8** Consider eligible for listing on the City's Historical Resources Register any significant archaeological or Native American cultural sites that may be identified as part of future development within Midway-Pacific Highway, and refer site to the Historical Resources Board for designation, as appropriate.

10.3 EDUCATIONAL OPPORTUNITIES AND INCENTIVES RELATED TO HISTORICAL RESOURCES

Revitalization and adaptive reuse of historic buildings and districts conserves resources, uses existing infrastructure, generates local jobs and purchasing, supports small business development and heritage tourism, and enhances quality of life and community character. The successful implementation of a historic preservation program requires widespread community support. In order to better inform and educate the public on the merits of historic preservation, information on the resources themselves, as well as the purpose and objectives of the preservation program, must be developed and widely distributed.

There are a number of incentives available to owners of historic resources to assist with the revitalization and adaptive reuse of historic buildings and districts. The California State Historic Building Code provides flexibility in meeting building code requirements for historically designated buildings. Conditional Use Permits are available to allow adaptive reuse of historic structures consistent with the U.S. Secretary of the Interior's Standards and the character of the community.

The Mills Act, which is a highly successful incentive, provides property tax relief to owners to help rehabilitate and maintain designated historical resources. Additional incentives recommended in the General Plan, including an architectural assistance program, are being developed and may become available in the future.

In addition to direct incentives to owners of designated historical resources, all members of the community enjoy the benefits of historic preservation through reinvestment of individual property tax savings into historical properties and an increased historic tourism economy. There is great opportunity to build on the existing local patronage and tourism base drawn to the community's neighborhoods and shopping districts by highlighting and celebrating the rich history of the Midway - Pacific Highway community.

In addition to the General Plan Historic Preservation Element Policies, the following recommendations are specific to Midway - Pacific Highway for implementation of educational opportunities and incentives for preservation of the community's historical resources.



Incentives are available to assist with the preservation, revitalization, and adaptive reuse of historic buildings and districts.



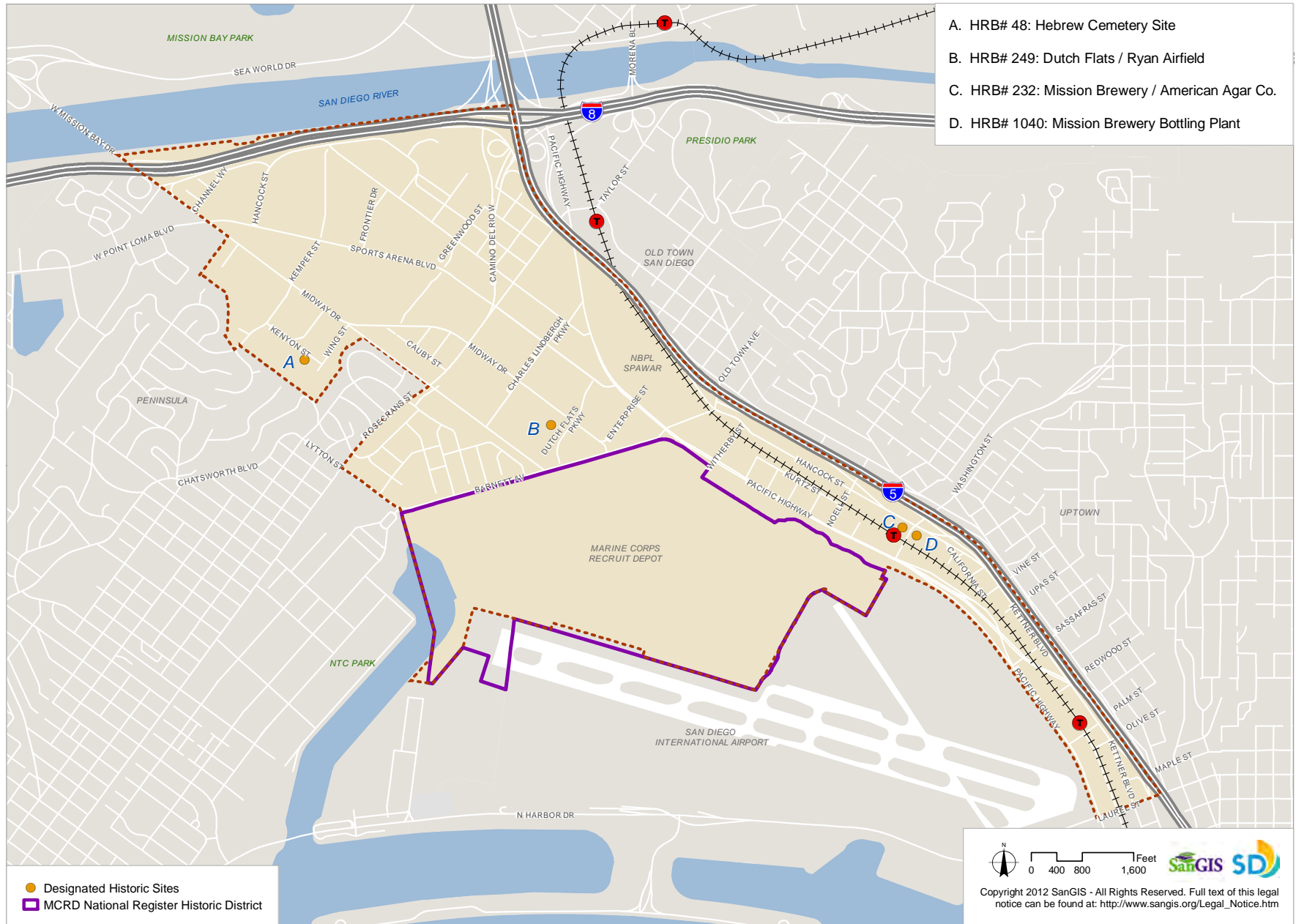
POLICIES

- HP-3.1** Promote opportunities for education and interpretation of the Midway - Pacific Highway community's unique history and historic resources through mobile technology (such as phone apps); printed brochures; walking tours; interpretative signs, markers, displays, and exhibits; and public art. Encourage the inclusion of both extant and non-extant resources, as well as the retention of existing commemorative and interpretive markers, as appropriate.
- HP-3.2** Partner with local community and historic organizations, including the La Playa Trail Association; the Marine Corps Recruit Depot Museum and Museum Foundation; the San Diego Air and Space Museum; the Jewish Historical Society of San Diego; and the San Diego History Center to better inform and educate the public on the unique history of the Midway - Pacific Highway community, as well as the purpose, objectives, merits and benefits of historic preservation.
- HP-3.3** Explore options to better demarcate, either physically or visually, the La Playa Trail and inform the public of its location and history.

- HP-3.4** Outreach to local businesses and other organizations operating within the various individually significant designated and potential resources to provide information on the benefits and responsibilities of historic resource stewardship.
- HP-3.5** Promote the maintenance, restoration, rehabilitation and continued private ownership and utilization of historical resources through existing incentive programs and develop new approaches, such as architectural assistance and relief from development requirements through a City permit process, as needed.



FIGURE 10-1: MIDWAY - PACIFIC HIGHWAY DESIGNATED HISTORIC RESOURCES





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IMPLEMENTATION 11

11.1 Funding Mechanisms

11.2 Priority Public Improvements and
Funding



IMPLEMENTATION

The Midway - Pacific Highway Community Plan's vision and policies will be implemented through a number of different mechanisms. The Implementation chapter describes the necessary actions and agencies responsible for realizing the plan's vision. The implementation of enhanced regional access in the community will require partnerships between various public agencies, including the San Diego Association of Governments (SANDAG), California Department of Transportation (Caltrans), Metropolitan Transit System (MTS), San Diego Unified Port District, San Diego County Regional Airport Authority, and California High Speed Rail Authority, as well as public involvement. This chapter identifies potential actions and funding mechanisms to pursue to finance the implementation of the Community Plan.

11.1 KEY ACTIONS

- Regularly update the Impact Fee Study for the public improvements identified in the Community Plan.
- Construct public facilities and other public improvements in accordance with the Impact Fee Study.
- Pursue local, state and federal grant funding available to implement unfunded needs identified in the Impact Fee Study.
- Pursue formation of a Community Benefit Assessment Districts, as appropriate, through the cooperative efforts of property owners and the community in order to construct and maintain improvements.
- Consider the formation of a Midway - Pacific Highway Community Planning Group ad hoc subcommittee with members from adjacent community planning groups to prioritize mobility improvements in the Community Plan and IFS for implementation that will enhance regional access and reduce congestion in Midway - Pacific Highway and neighboring communities.

11.2 PUBLIC IMPROVEMENTS AND FUNDING

Public improvements described in this community plan vary widely in their range and scope. Some can be constructed incrementally as scheduled street maintenance or private development occurs, and others will require significant capital funding from city, state, regional, and federal agencies. Grants and other sources of funding should be pursued wherever possible. A complete list of projects is included in the Infrastructure Financing Strategy.

11.3 FUNDING MECHANISMS

Implementing improvement projects will require varying levels of funding. A variety of funding mechanisms are available depending on the nature of the improvement project:

- Impact fees for new development
- Requiring certain public improvements as part of new development
- Establishing an Enhanced Infrastructure Financing District (EIFD) to finance public infrastructure and facilities included in the Community Plan and IFS. These may include, but are not limited to, pedestrian and bicycle facilities, new streets, street improvements, intelligent transportation systems, parks, recreation facilities, urban forestry, and storm water facilities. An EIFD can fund infrastructure and public facilities with property tax increment from the City's share of the property taxes collected in the district.
- Establishing community benefit districts, such as property-based improvement and maintenance assessment districts, for streetscape, lighting, and sidewalk improvements.

APPENDIX

A



Street Tree Palettes

TABLE A-1: STREET TREE PALETTE - PRIMARY STREET CORRIDORS

LOCATION FOR USE	COMMON NAME	BOTANICAL NAME	CHARACTERISTICS
Highway 101 Urban Path: Pacific Highway			
Medians	Silver Dollar Gum	Eucalyptus polyanthemos	Evergreen
Medians	Coral Gum	Eucalyptus ficifolia	Evergreen, Flowering Accent
Medians	Torrey Pine	Pinus torreyana	Evergreen
Parkways	Purple-Leaved Eastern Redbud	Cercis canadensis 'Forest Pansy'	Deciduous, Flowering Accent
Parkways	Western Redbud	Cercis occidentalis	Deciduous, Native, Flowering Accent
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent
Parkways	Chinese Flame Tree	Koelreuteria bipinnata	Deciduous, Flowering Accent
Parkways	California Sycamore	Platanus racemosa	Deciduous, Native
Bio-Swales	New Zealand Christmas Tree	Metrosideros excelsa	Evergreen, Flowering Accent
Bio-Swales	Holly Oak	Quercus ilex	Evergreen
Bio-Swales	'Ice Blue' Arizona Cypress	Cupressus arizonica 'Ice Blue'	Evergreen
Bio-Swales	Chinese Elm	Ulmus parvifolia	Evergreen
La Playa Trail Urban Path: Rosecrans Street			
Parkways & Medians	Tecate Cypress	Cupressus forbesii	Evergreen, Native
Parkways & Medians	Fruitless Olive 'Swan Hill'	Olea europaea 'Swan Hill'	Evergreen
Parkways & Medians	California Sycamore	Platanus racemosa	Deciduous, Native
Parkways & Medians	Cork Oak	Quercus suber	Evergreen
Parkways & Medians	California Pepper	Schinus molle	Evergreen
Bay-to-Bay Urban Path: Barnett Avenue, Lytton Street, Enterprise Street, and Dutch Flats Parkway			
Parkways	Flame Tree	Brachychiton discolor	Semi-Deciduous, Flowering Accent
Parkways	Carrotwood	Cupaniopsis anacardioides	Evergreen
Parkways	Brisbane Box	Tristania conferta	Evergreen
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent

TABLE A-1: STREET TREE PALETTE - PRIMARY STREET CORRIDORS (CONTINUED)

LOCATION FOR USE	COMMON NAME	BOTANICAL NAME	CHARACTERISTICS
Bay-to-Bay Urban Path: Barnett Avenue, Lytton Street, Enterprise Street, and Dutch Flats Parkway (Continued)			
Parkways	Gold Medallion Tree	Cassia leptophylla	Deciduous, Flowering Accent
Medians	Purple-Leaved Eastern Redbud	Cercis canadensis 'Forest Pansy'	Deciduous, Flowering Accent
Medians	Western Redbud	Cercis occidentalis	Deciduous, Native, Flowering Accent
Medians	California Sycamore	Platanus racemosa	Deciduous, Native
Bio-Swales	Bailey Acacia	Acacia baileyana	Evergreen, Flowering Accent
Bio-Swales	Catalina Ironwood	Lyonothamnus floribundus ssp. asplenifolius	Evergreen, Native
Bio-Swales	River Wattle	Acacia subporosa	Evergreen
Bay-to-Bay Urban Path: Sports Arena Boulevard and Kemper Street			
Parkways	Silver Dollar Gum	Eucalyptus polyanthemos	Evergreen
Parkways	Australian Willow	Geijera parviflora	Evergreen
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent
Parkways	New Zealand Christmas Tree	Metrosideros excelsa	Evergreen, Flowering Accent
Parkways	Gold Medallion Tree	Cassia leptophylla	Deciduous, Flowering Accent
Parkways	Carrotwood	Cupaniopsis anacardioides	Evergreen
Parkways	Brisbane Box	Tristania conferta	Evergreen
Midway Urban Path: Midway Drive			
Parkways	Chinese Flame Tree	Koelreuteria bipinnata	Deciduous, Flowering Accent
Parkways	New Zealand Christmas Tree	Metrosideros excelsa	Evergreen, Flowering Accent
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Parkways	Chinese Pistache	Pistache chinensis	Deciduous
Bio-Swales	Peppermint Tree	Agonis flexuosa	Evergreen, Flowering Accent
Bio-Swales	Catalina Ironwood	Lyonothamnus floribundus ssp. asplenifolius	Evergreen, Native
Bio-Swales	Shoestring Acacia	Acacia stenophylla	Evergreen



TABLE A-2: STREET TREE PALETTE - DISTRICTS AND VILLAGES

LOCATION FOR USE	COMMON NAME	BOTANICAL NAME	CHARACTERISTICS
Channel District			
Parkways	Carrotwood	Cupaniopsis anacardioides	Evergreen
Parkways	Silver Dollar Gum	Eucalyptus polyanthemos	Evergreen
Parkways	Brisbane Box	Tristania conferta	Evergreen
Parkways	Madrone	Arbutus 'Marina'	Evergreen, Flowering Accent
Parkways	Fruitless Olive 'Swan Hill'	Olea europaea 'Swan Hill'	Evergreen
Parkways	Chinese Flame Tree	Koelreuteria bipinnata	Deciduous, Flowering Accent
Parkways	New Zealand Christmas Tree	Metrosideros excelsa	Evergreen, Flowering Accent
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent
Parkways	Holly Oak	Quercus ilex	Evergreen
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Sports Arena Community Village			
Parkways	Carrotwood	Cupaniopsis anacardioides	Evergreen
Parkways	Silver Dollar Gum	Eucalyptus polyanthemos	Evergreen
Parkways	New Zealand Christmas Tree	Metrosideros excelsa	Evergreen, Flowering Accent
Parkways	Fruitless Olive 'Swan Hill'	Olea europaea 'Swan Hill'	Evergreen
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Parkways	Holly Oak	Quercus ilex	Evergreen
Parkways	Flame Tree	Brachychiton discolor	Semi-Deciduous, Flowering Accent
Parkways	Chinese Flame Tree	Koelreuteria bipinnata	Deciduous, Flowering Accent
Parkways	Bradford Pear	Pyrus calleryana 'Bradford'	Deciduous, Flowering Accent
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent
Parkways	California Sycamore	Platanus racemosa	Deciduous, Native

TABLE A-2: STREET TREE PALETTE - DISTRICTS AND VILLAGES (CONTINUED)

LOCATION FOR USE	COMMON NAME	BOTANICAL NAME	CHARACTERISTICS
Sports Arena Community Village (Continued)			
Parkways	Rainbow Gum	Eucalyptus deglupta	Evergreen
Parkways	Catalina Ironwood	Lyonothamnus floribundus ssp. asplenifolius	Evergreen, Native
Parkways	Torrey Pine	Pinus torreyana	Evergreen, Native
Parkways	Coast Live Oak	Quercus agrifolia	Evergreen, Native
Camino Del Rio District			
Parkways	Madrone	Arbutus 'Marina'	Evergreen, Flowering Accent
Parkways	Fruitless Olive 'Swan Hill'	Olea europaea 'Swan Hill'	Evergreen
Parkways	New Zealand Christmas Tree	Metrosideros excelsa	Evergreen, Flowering Accent
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent
Parkways	Weeping Bottlebrush	Callistemon viminalis	Evergreen, Flowering Accent
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Parkways	Shoestring Acacia	Acacia stenophylla	Evergreen
Parkways	Willow Leafed Peppermint	Eucalyptus nicholii	Evergreen
Parkways	Australian Willow	Geijera parviflora	Evergreen
Parkways	Bradford Pear	Pyrus calleryana 'Bradford'	Deciduous, Flowering Accent
Hancock Transit Corridor			
Parkways	Carrotwood	Cupaniopsis anacardioides	Evergreen
Parkways	Lemon Scented Gum	Eucalyptus citriodora	Evergreen
Parkways	Evergreen Pear	Pyrus kawakamii	Evergreen, Flowering Accent
Parkways	Australian Willow	Geijera parviflora	Evergreen
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent
Parkways	California Sycamore	Platanus racemosa	Deciduous, Native



TABLE A-2: STREET TREE PALETTE - DISTRICTS AND VILLAGES (CONTINUED)

LOCATION FOR USE	COMMON NAME	BOTANICAL NAME	CHARACTERISTICS
Hancock Transit Corridor (Continued)			
Parkways	Sweetgum	Liquidambar styraciflua 'Rotundiloba'	Deciduous
Parkways	Cajeput Tree	Melaleuca quinquenervia	Evergreen
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Kemper Neighborhood Village			
Parkways	Weeping Bottlebrush	Callistemon viminalis	Evergreen
Parkways	Floss Silk Tree	Chorisia speciosa	Deciduous
Parkways	Carrotwood	Cupaniopsis anacardioides	Evergreen
Parkways	Lemon Scented Gum	Eucalyptus citriodora	Evergreen
Parkways	Evergreen Pear	Pyrus kawakamii	Evergreen, Flowering Accent
Parkways	Australian Willow	Geijera parviflora	Evergreen
Parkways	Sweet Shade	Hymenosporum flavum	Deciduous, Flowering Accent
Parkways	Cajeput Tree	Melaleuca quinquenervia	Evergreen
Parkways	Sweetgum	Liquidambar styraciflua 'Rotundiloba'	Deciduous
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Parkways	California Sycamore	Platanus racemosa	Deciduous, Native
Parkways	Brisbane Box	Tristania conferta	Evergreen
Parkways	African Fern Pine	Afrocarpus gracilior	Evergreen
Cauby District			
Parkways	Cajeput Tree	Melaleuca quinquenervia	Evergreen
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Parkways	California Sycamore	Platanus racemosa	Deciduous, Native

TABLE A-2: STREET TREE PALETTE - DISTRICTS AND VILLAGES (CONTINUED)

LOCATION FOR USE	COMMON NAME	BOTANICAL NAME	CHARACTERISTICS
Cauby District (Continued)			
Parkways	Carrotwood	Cupaniopsis anacardioides	Evergreen
Parkways	Brisbane Box	Tristania conferta	Evergreen
Parkways	Evergreen Pear	Pyrus kawakamii	Evergreen, Flowering Accent
Parkways	African Fern Pine	Afrocarpus gracilior	Evergreen
Lytton District			
Parkways	Deodar Cedar	Cedrus deodara	Evergreen
Parkways	Australian Willow	Geijera parviflora	Evergreen
Parkways	Chinese Flame Tree	Koelreuteria bipinnata	Deciduous, Flowering Accent
Parkways	Bradford Pear	Pyrus calleryana 'Bradford'	Deciduous, Flowering Accent
Parkways	Brisbane Box	Tristania conferta	Evergreen
Dutch Flats Urban Village			
Parkways	Carrotwood	Cupaniopsis anacardioides	Evergreen
Parkways	Sweetgum	Liquidambar styraciflua 'Rotundiloba'	Deciduous
Parkways	Chinese Pistache	Pistacia chinensis	Deciduous
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Parkways	Evergreen Pear	Pyrus kawakamii	Evergreen, Flowering Accent
Kurtz District			
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Parkways	Brisbane Box	Tristania conferta	Evergreen
Parkways	California Sycamore	Platanus racemosa	Deciduous, Native



TABLE A-2: STREET TREE PALETTE - DISTRICTS AND VILLAGES (CONTINUED)

LOCATION FOR USE	COMMON NAME	BOTANICAL NAME	CHARACTERISTICS
Rosecrans District			
Parkways	California Sycamore	Platanus racemosa	Deciduous, Native
Parkways	Evergreen Pear	Pyrus kawakamii	Evergreen, Flowering Accent
Parkways	Brisbane Box	Tristania conferta	Evergreen
Parkways	Coral Gum	Eucalyptus ficifolia	Evergreen, Flowering Accent
Parkways	Silver Dollar Gum	Eucalyptus polyanthemos	Evergreen
Parkways	New Zealand Christmas Tree	Metrosideros excelsa	Evergreen, Flowering Accent
Parkways	Fruitless Olive 'Swan Hill'	Olea europaea 'Swan Hill'	Evergreen
Parkways	Holly Oak	Quercus ilex	Evergreen
Parkways	Cork Oak	Quercus suber	Evergreen
Parkways	Purple-Leaved Eastern Redbud	Cercis canadensis 'Forest Pansy'	Deciduous, Flowering Accent
Parkways	Western Redbud	Cercis occidentalis	Deciduous, Native, Flowering Accent
Parkways	Gold Medallion Tree	Cassia leptophylla	Deciduous, Flowering Accent
Parkways	Chinese Fringe Tree	Chionanthus retusus	Deciduous, Flowering Accent
Parkways	Chinese Pistache	Pistacia chinensis	Deciduous
Parkways	Catalina Ironwood	Lyonothamnus floribundus ssp. asplenifolius	Evergreen, Native
Parkways	Torrey Pine	Pinus torreyana	Evergreen, Native
Parkways	Coast Live Oak	Quercus agrifolia	Evergreen, Native
Parkways	Catalina Cherry	Prunus lyonii	Evergreen, Native
Parkways	Carrotwood	Cupaniopsis anacardioides	Evergreen
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Parkways	Indian Laurel Fig	Ficus microcarpa nitida	Evergreen

TABLE A-2: STREET TREE PALETTE - DISTRICTS AND VILLAGES (CONTINUED)

LOCATION FOR USE	COMMON NAME	BOTANICAL NAME	CHARACTERISTICS
Kettner District			
Parkways	Madrone	Arbutus 'Marina'	Evergreen, Flowering Accent
Parkways	New Zealand Christmas Tree	Metrosideros excelsa	Evergreen, Flowering Accent
Parkways	Fruitless Olive 'Swan Hill'	Olea europaea 'Swan Hill'	Evergreen
Parkways	Canary Island Pine	Pinus canariensis	Evergreen
Parkways	Holly Oak	Quercus ilex	Evergreen
Parkways	Jacaranda	Jacaranda mimosifolia	Semi-Deciduous, Flowering Accent
Parkways	Chinese Flame Tree	Koelreuteria bipinnata	Deciduous, Flowering Accent
Parkways	African Fern Pine	Afrocarpus gracilior	Evergreen



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APPENDIX

B

Sea Level Rise Adaptation Planning Scenarios



INTRODUCTION

The Community Plan considers the potential effect of sea level rise on the community's infrastructure and built environment based on the scientific information that is currently available. Located on former tidal wetlands and adjacent to the San Diego River and San Diego Bay, Midway - Pacific Highway has a high water table and experiences periodic flooding during storms and unusually high tides. Portions of the community have potential, although low, for flooding due to sea level rise by 2050. Greater portions of the community will have a higher potential for flooding by 2100 under daily conditions or during extreme tied and/or weather events. This Appendix includes additional information and maps from the Sea Level Rise Adaptation Strategy for San Diego Bay (Adaptation Strategy), prepared in 2012 by ICLEI - Local Governments for Sustainability USA, that supplement the discussion and policies in the Public Facilities, Services, and Safety Element.



High tides can currently result in localized flooding in Midway - Pacific Highway, as seen here on Midway Drive during a King Tide event.

B.1 SEA LEVEL RISE ADAPTATION PLANNING SCENARIOS

The Adaptation Strategy considered four planning scenarios:

- 2050 Daily Conditions — Inundation at mean high tide in 2050 with 20 inches (0.5 meters) of sea level rise
- 2050 Extreme Event – Flooding from 100-year extreme high water event in 2050, with 20 inches (0.5 meters) of sea level rise, including such factors as El Niño, storm surge, and unusually high tides
- 2100 Daily Conditions — Inundation at mean high tide in 2100 with 59 inches (1.5 meters) of sea level rise
- 2100 Extreme Event – Flooding from 100-year extreme high water event in 2100, with 59 inches (1.5 meters) of sea level rise, including such factors as El Niño, storm surge, and unusually high tides

Inundation is when land that was once dry becomes permanently wet. Sea level rise could result in certain currently dry locations around San Diego Bay being inundated by daily high tides. The potential future inundation scenarios for the two time horizons are shown in Figures B-1 and B-3.

Flooding refers to the circumstance of normally dry land being covered by water for a limited period of time. These events are often described in terms of their statistical potential to occur. For example, a flooding event referred to as the one percent chance storm event (often called the 100 year storm) has a one percent chance of occurring in a given year and on average occurs once every 100 years. The Extreme Event scenarios considered in the Adaptation Strategy are the 100 year high water event, which accounts for a number of local water level factors including El Niño effects and storm surge, but does not account for precipitation and riverine flooding from storms. In the San Diego Bay

area, it is expected that sea level rise will cause coastal flooding to reach farther inland and to occur more often. The potential future flooding scenarios for the two time horizons are shown in Figures B-2 and B-4.

Each of the planning scenarios considered three variables: amount of sea level rise, horizon year, and sea level variability. The higher-end sea level rise scenarios were chosen from the range of possibility to encourage a risk-averse approach to planning, as recommended by State guidance, and to leverage existing research and data. All flooding and inundation maps are based upon research performed by Rick Gersberg of San Diego State University with support from a grant by the San Diego Foundation. Geographic Information Systems map layers showing flooding were created through a “bathtub” modeling method, which does not account for a number of factors—such as topography of the Bay floor, wave run up, and erosion—that could increase or decrease the extent of the inundation and flooding. The method also does not account for existing shoreline protection infrastructure. Finally, this model cannot account for future changes to land use and land form. Despite these drawbacks, the maps provide meaningful information on low lying areas that could be exposed to inundation or flooding under various sea level rise scenarios. These future inundation and flood maps can be compared to current FEMA flood zones delineated on Flood Insurance Rate Maps (FIRMs). The FIRM shows the estimated extent of flooding during a hypothetical storm. It shows both the hypothetical “100 year storm” (also called a 1% storm) and “500 year storm” (also called a 0.2% storm).

Review and evaluation of the potential impacts to development and infrastructure under these varying scenarios of inundation and flooding can help inform future development risk assessments and adaptation decisions. Best available scientific information at the time of development and infrastructure design should also be consulted.

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FIGURE B-2: EXTREME EVENT - FLOODING IN 2050

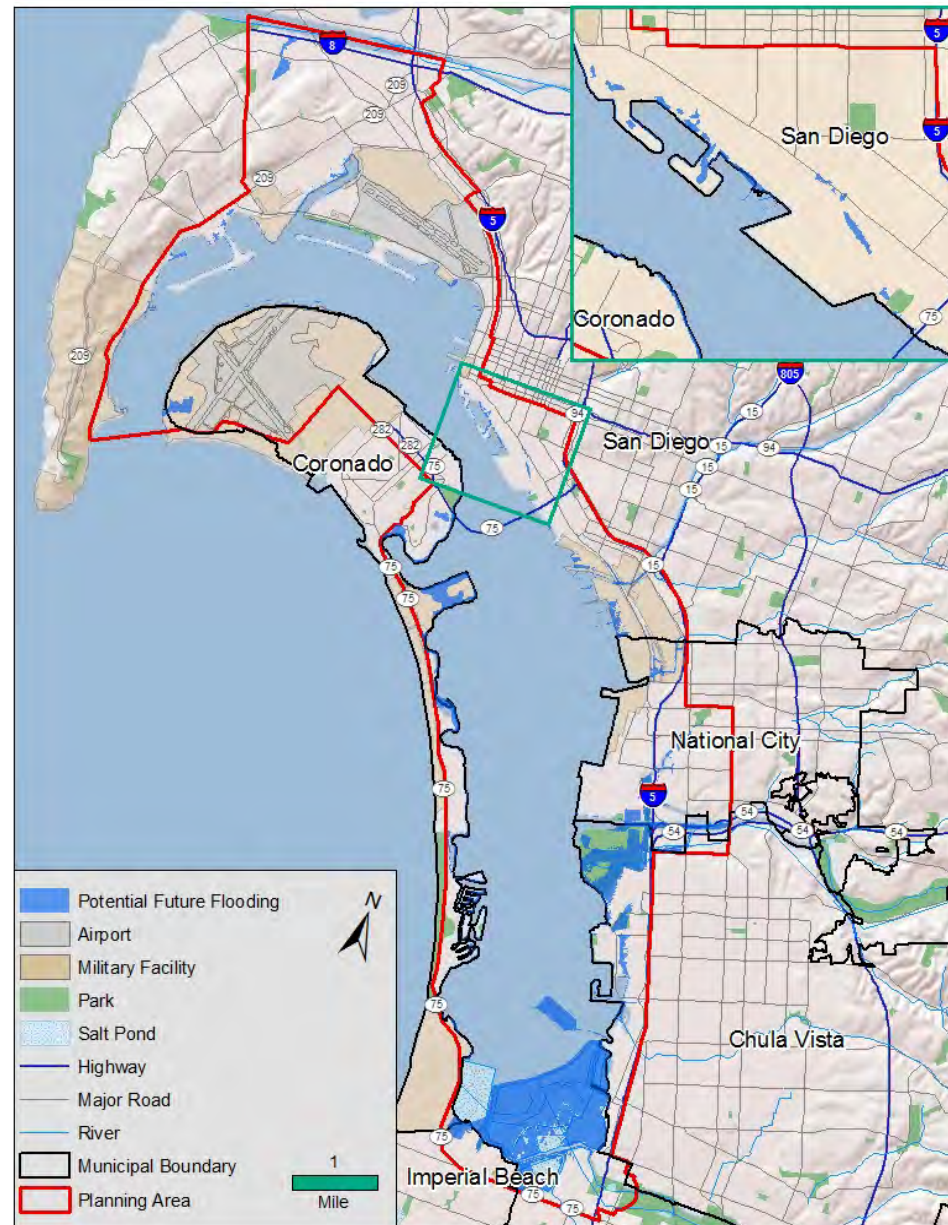
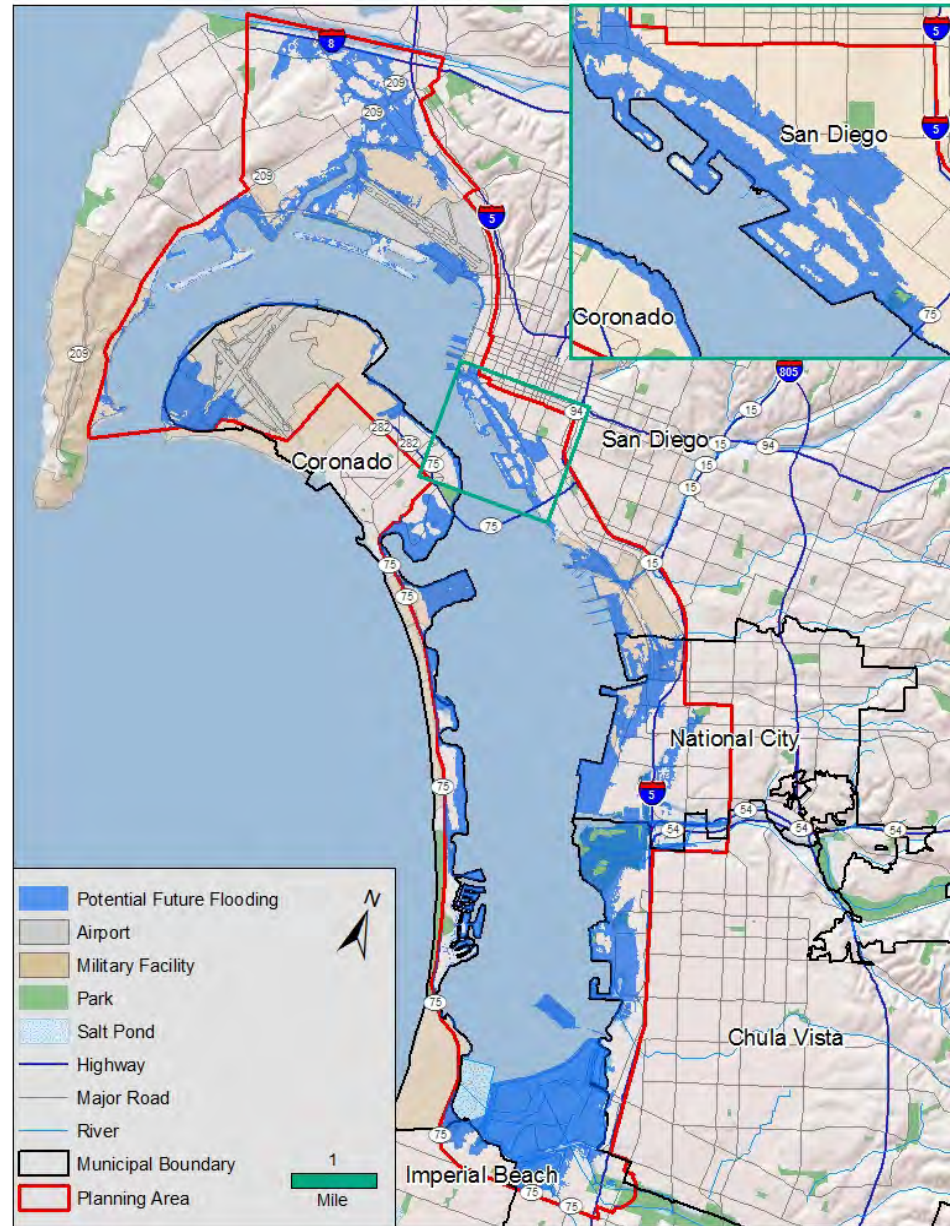




FIGURE B-3: DAILY CONDITIONS - INUNDATION IN 2100



FIGURE B-4: EXTREME EVENT - FLOODING IN 2100





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APPENDIX

C

Sustainability and Conservation Toolbox



INTRODUCTION

The Sustainability and Conservation Toolbox provides tools, with descriptions and illustrations, for consideration where applicable when planning or designing a project.

TABLE C-1: SUSTAINABILITY AND CONSERVATION TOOLBOX


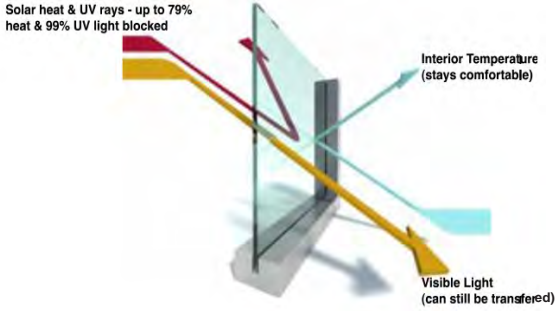
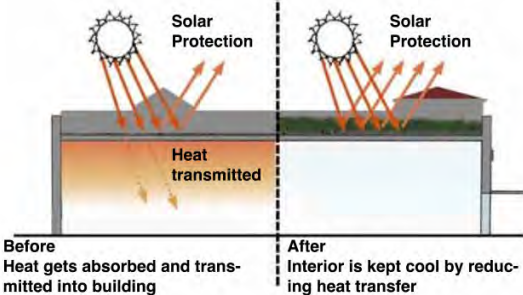
SUSTAINABILITY AND CONSERVATION TOOL	DESCRIPTION	ILLUSTRATION
Storefront Shading	Shading storefront windows that are exposed to the sun allows for a visual indoor-outdoor connection while reducing building heat gain. It is important to consider the building's orientation as the sun rises and sets low in the sky. East façades are best treated with a vertical shading device such as louvers and west façades are most effectively shaded by a horizontal shading device such as an awning.	
Low Solar Heat Gain Windows	Windows that have low solar heat gain reduce the amount of solar heat that is transmitted through the windows. Solar heat gain is measured by solar heat gain coefficient and U-factor, and a lower coefficient or U-factor indicates lower heat transfer through the window. Low solar heat gain windows can incorporate low-emissivity or low-e coatings, spectrally selective coatings, and/or multiple window layers.	
Green Roof	Green roofs improve the thermal performance of a building by reducing the amount of heat that flows through the roofing materials. As a result, less energy is required to heat the interior in winter or cool it in summer. They also reduce the heat island effect by limiting solar reflection; hold and evapotranspire storm water; produce oxygen; and absorb carbon dioxide.	



TABLE C-1: SUSTAINABILITY AND CONSERVATION TOOLBOX

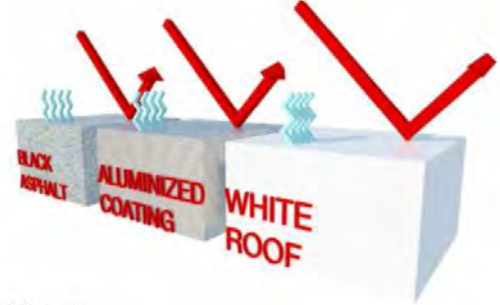

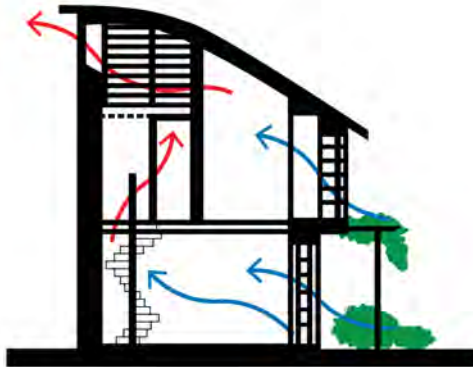
SUSTAINABILITY AND CONSERVATION TOOL	DESCRIPTION	ILLUSTRATION
Cool Roof	A cool roof reflects sunlight away from the building, which reduces roof temperatures, reduces the urban heat island effect, and helps reduce heat gain in the building's interior. There are many types and styles of cool roofing materials and treatments.	
Solar Tubes and Skylights	Solar tubes and skylights allow natural light to illuminate building interiors during the daytime and thereby reduce the need for artificial light sources. Studies have shown the natural sunlight greatly contributes to increased productivity in the workplace and may offer other benefits to people as well.	
Passive Cooling	Passive cooling utilizes convection and natural ventilation to cool buildings, which reduces the need for air conditioning and lowers energy use and utility costs. Building features that assist with passive cooling include operable windows, vents, vent stacks, thermal chimneys, whole house fans, and shade-creating features such as awnings, overhangs, and landscaping. <i>(Image source: www.yourhome.gov.au/passive-design/passive-cooling)</i>	

TABLE C-1: SUSTAINABILITY AND CONSERVATION TOOLBOX (CONTINUED)





SUSTAINABILITY AND CONSERVATION TOOL	DESCRIPTION	ILLUSTRATION
Graywater System	Graywater includes water generated from showers, baths, sinks, and clothes washers, and can be used for certain purposes to reduce the use of drinking water. A graywater diversion system reuses graywater directly without treating or storing it by diversion into toilet tanks or to outdoor irrigation. Graywater can also be stored on site and treated for other uses.	 <p>Section shows the path of recycled greywater for use in washers, toilets and for irrigation.</p>
Permeable Surfaces	Increasing permeable surfaces and reducing impermeable surfaces on a site allows rainwater to infiltrate into the ground. This prevents urban runoff and protects surface and groundwater resources. It also reduces demands on the conveyance capacity of the storm drain system.	
Porous Paving	Porous paving is a type of permeable surface that permits fluids to pass through the pavement into a stone base below, and then into the soil below to recharge groundwater supply. The infiltration of storm water through the pavement reduces the demands on the storm drain systems. Porous paving options include porous concrete, porous asphalt, and paving systems with openings for planting and gravel.	



TABLE C-1: SUSTAINABILITY AND CONSERVATION TOOLBOX (CONTINUED)

SUSTAINABILITY AND CONSERVATION TOOL	DESCRIPTION	ILLUSTRATION
Bioswale	A bioswale is a storm water management feature that provides an area for storm water to infiltrate into the ground and/or through filtration systems. Bioswales can be located in parkways in the public right-of-way or in private development sites, and can incorporate landscaping and trees.	
Rainwater Collection Systems	Rainwater collection systems channel rainwater from a building's roof through gutters to a collection tank, where it is stored for use in landscape irrigation, ornamental fountains, or other non-potable uses. Systems can range from simple rain barrels under downspouts, to more sophisticated systems including filtration, bypass and overflow features, and pumping equipment.	
Composting Co-Op	Composting is the controlled biological decomposition of organic matter, such as food and yard wastes, into humus, a soil-like material that can be used to facilitate plant growth. Recovering and composting organic waste is key to reducing the amount of waste that reaches our landfills. Composting co-ops can provide the means for residents in urban areas and multifamily housing to compost, and can in turn support landscaping areas and reduce maintenance costs.	
Recycling Programs	To meet City recyclable materials diversion goals, it is important to increase diversion rates from commercial and multi-family properties. Local recycling programs that can assist include composting education and incentives, commercial food scrap composting, yard trimmings recycling, recycling events, and construction and demolition debris recycling.	



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