



THE CITY OF

SAN DIEGO

PROPERTY DEPARTMENT, MAIL STATION 51-A
SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700
SAN DIEGO, CALIFORNIA 92101 TELEPHONE: (619) 236-6020

July 28, 1987

Copies sent 8/11/87 to:

LESSEE

Doc 72-1

CLERK

COUNTY ASSessor

L.D.L

Mr. Lawrence D. Lamb
City of San Diego
Property Department
Security Pacific Plaza
1200 Third Avenue, Suite 1700
San Diego, CA 92101

Re: Lease - Bahia Belle II

In regard to the referenced agreement, please change the lessee's name to read:

Bahia Sternwheelers, Inc.

The above defines the title change that I have recently enacted.

Very truly yours,

Anne L. Evans

LDL:baa(1)43

ABOVE ACCEPTED:

By:

Deputy City Manager

Date: 8-10-87

COPY

DOCUMENT NO. RR-262866

APR 8 1985

FILED

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

P E R M I T

THE CITY OF SAN DIEGO (CITY) hereby grants a non-exclusive Permit to ANNE EVANS (PERMITTEE) for the following purposes, subject to the below-described terms and conditions:

A. **PURPOSES:** Operation of the "Bahia Belle II" as a sightseeing and excursion boat on the waters of Mission Bay Park, operation of a cocktail bar and kitchen on said boat for the sale of alcoholic beverages and food items to patrons, and for no other purposes.

B. **TERMS AND CONDITIONS:**

1. **TERM:** The term of this Permit shall be for a period of five (5) years, commencing on the first day of the boat's operation or nineteen (19) months after the Permit is executed by the City, whichever event occurs first. Provided, however, this permit may be cancelled by either party without cause by giving 90 days' written notice of intent to so terminate.

2. **CONSIDERATION:**

A. **RENT:** Beginning on the effective date of this agreement, Lessee shall pay to City, monthly in arrears, on or before the last day of the calendar month following that month in which the revenue subject to rent was earned, a sum of money equal to seven percent (7%) of all gross income derived from the operation of the Bahia Belle II, as said operation is permitted by this agreement.

Provided, however, in the event that the total amount of said percentage rent paid to City by Lessee in any one year ending upon the day prior to the anniversary date of this agreement is less than the sum of \$35,000, hereinafter referred to as minimum rent, then Lessee shall pay to City, within sixty days of said anniversary date, the difference between the amount actually paid and the minimum rent.

The minimum rent shall be adjusted two and one half years after the permit commences to an amount which equals 80 percent of the average of the total annual rent paid by Permittee during the previous two years. Provided, however, said adjusted minimum rent shall not be less than \$35,000 per year.

3. **DELINQUENT RENT COMPENSATION:** In the event Permittee fails to pay the applicable rents when due, then Permittee shall pay City, in addition to the delinquent rent, a sum of money equal to five percent (5%) of said delinquent rent. In the event said delinquent rent is still unpaid 15 days after becoming delinquent, then Permittee shall pay City, in addition to the delinquent rent, a sum of money equal to ten percent (10%) of said delinquent rent. Such additional sum or sums shall be deemed compensation to City for loss resulting from such

delinquency including costs to City of servicing the delinquent account. In the event that the City audit discloses that the rent for the audit period has been underpaid in excess of five percent (5%) of the total required rent, then Permittee shall pay City the cost of the audit plus ten percent (10%) 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 above. The City Manager may for good cause waive any such delinquency compensation charge upon written application of Permittee prior to the delinquent period.

4. BOAT DIMENSIONS: The boat shall not be larger than forty (40) feet in width, one hundred (100) feet in length, and twenty-five (25) feet in height above the waterline.
5. GROSS INCOME: Gross Income as used in this Permit shall include all income earned by Permittee from the operations permitted herein, from whatever source derived and whether received or to become due. Gross Income, however, shall not include Federal, State or Municipal taxes collected from the consumer (regardless of whether the amount thereof is stated to the consumer as a separate charge) and paid over periodically by Permittee to a governmental agency accompanied by a tax return or statement. The amount of such taxes shall be shown on the books and records elsewhere herein required to be maintained.
6. RECORDS - STATEMENTS: Permittee shall maintain adequate and accurate records from which City can determine the nature and amount of Permittee's Gross Income. In order that City may determine the basis of payments to be made hereunder, a statement of all income derived by Permittee during the preceding month and allowable deductions shall accompany each payment.
7. INSPECTION AND AUDIT: The City may embark and inspect the operations permitted hereunder and audit Permittee's business records at any reasonable time. Such records and books of account shall be made available within the City of San Diego.
8. REPAIRS AND ALTERATIONS: Permittee shall, at all time, maintain its boat in good condition and repair at its own expense and shall make no major alterations in design, appearance or color(s) without the prior written consent of the City Manager.
9. SIGNS: No signs shall be installed at any dock location or on the boat without prior written approval of the City Manager.
10. ROUTES, RATES AND HOURS: Permittee shall secure the City Manager's prior written approval of Permittee's proposed routes, its charges and its hours of operation and any subsequent change or changes thereto. No reasonable routes, charges, operating hours or changes thereto shall be denied. The City Manager shall have the right to require Permittee to temporarily limit and/or discontinue its operation during such time as it may conflict with scheduled activities held in Mission Bay Park.

11. REGULATIONS: Permittee shall comply with all applicable laws, regulations and ordinances of any public authority relative to its operations and to its use of Mission Bay Park, which are now in effect or which may become effective during the term of this Permit.
12. HEALTH PERMIT: Permittee shall comply with the Health Department requirements sufficient to maintain an "A" Card for its food handling operations. Failure to maintain an "A" Card rating may result in termination of the food handling operation.
13. ASSIGNMENT AND SUBLEASE: Permittee shall not assign this Permit, or any interest herein, or sublet any of its operations hereunder, without first obtaining the written consent of the City Manager. Any assignment by operation of law shall automatically terminate this Permit.
14. STANDARD OF EMPLOYEES: Permittee and its employees shall, at all times, conduct themselves in a creditable manner.
15. DILIGENCE: Failure by Permittee to diligently conduct its operations so as to produce a reasonable and substantial gross income may result in termination of this Permit.
16. TAXES: Permittee shall pay promptly, when due, all taxes and assessments levied upon Permittee's business, its personal property, or upon Permittee by reason of this Permit.
17. HOLD HARMLESS: City, its agents, officers and employees, shall not be, or be held, liable for any claims, liabilities, penalties, fines, or for any damage to the goods, properties, or effects of Permittee or any of the Permittee's representatives, agents, employees, guests, licensees, invitees, patrons, or clientele, or of any other persons whatsoever, nor for personal injuries to, or deaths of any of them, whether caused by or resulting from any acts or omission of Permittee in or about the waters of Mission Bay Park, or any act or omission of any other person, or from any other cause or reason whatsoever. Permittee further agrees to indemnify and save free and harmless, City and its authorized agents, officers, and employees against any of the foregoing liabilities and any costs and expenses incurred by City on account of any claim or claims therefor; provided, however, that Permittee shall not be liable for damages resulting from any negligent act or omission by any of the officers, agents or employees of the City.
18. INSURANCE: Permittee shall be insured by an insurance carrier acceptable to the City against loss from public liability and property damage arising from the use or condition of the Bahia Belle II or operations conducted hereunder. Minimum coverage shall be \$2 Million Combined Single Limit Liability. A Certificate of Insurance shall be filed with the City. The Policy of Insurance shall name City as an additional insured and shall provide for thirty (30) day notice of cancellation be given to City.

19. LEGAL PROCEEDINGS: Should it become necessary for the City to commence legal proceedings to collect any payments due hereunder, or enforce any other condition of this Permit, Permittee agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees.
20. TERMINATION LIABILITY: It is mutually agreed that the City shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee, as a result of termination of this Permit, and further that Permittee expressly waives any claim or expense or loss which Permittee might incur as a result of termination of this Permit.
21. ADMINISTRATION AND CONTROL - NOTICES: The administration and control of the operations permitted hereunder shall be under the jurisdiction of the City Manager of City.
- Notices to City hereunder shall be directed to City Manager, Attention Property Director, City of San Diego, Community Concourse, 202 "C" Street, San Diego, California, 92101. Notices to Permittee may be mailed or otherwise delivered to 998 West Mission Bay Drive, San Diego, California, 92109, or may be personally served upon Permittee.
22. DEFAULT: City may terminate this Permit upon failure of Permittee to perform any condition imposed upon Permittee herein.
23. WAIVER: The failure of City to insist upon strict performance by Permittee of any condition of this Permit, in one or more instances, shall not be construed as a waiver of any such condition, and the same shall remain in full force.
24. ORAL REPRESENTATIONS: This Permit contains the complete expression of the agreement between the parties and there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied, except as set forth herein. The conditions hereof cannot be changed in any respect except by written agreement between the parties.
25. NONDISCRIMINATION: Permittee shall not discriminate in any manner against any person or persons on account of race, color, creed, sex or national origin in Permittee's use of the premises, including, but not limited to the providing of good, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment.
26. EQUAL OPPORTUNITY: Lessee agrees to abide by the City's Affirmative Action Program for Lessees as it exists or is amended to the extent that the program is applicable to this lease. A copy of the program effective as of the date of this lease is on file in the City Clerk's Office and by this reference is part hereof. The program's goal is the attainment of employment for minorities and women in all areas of employment, in a total percentage as established by the City for its Affirmative Action Program each year.

27. LIMITATION ON USE: The boat shall not be used on any weekend or holiday prior to 7:30 p.m., from Memorial Day through Labor Day. However, the City Manager may at his discretion allow use prior to 7:30 p.m. for special events upon advanced written request by Permittee.
28. PERMITS AND APPROVALS: Permittee shall secure all necessary permits and approvals for the boat's operation at its expense.
29. PLANS - The boat's final plans, design and color shall be approved by the City Manager prior to its construction.
30. LOCATION - The boat will be berthed at the Bahia Hotel Dock while it is not in operation.
31. CITY EMPLOYEE PARTICIPATION POLICY - It is the policy of the City that all City contracts, agreements or leases with consultants, vendors or Lessees shall include a condition that the contract, agreement or lease shall be unilaterally and immediately terminated by the 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.

C. ADDITIONAL CONSIDERATIONS:

32. RESTRIPING OF PARKING LOTS - Permittee shall restripe the parking lots at the Bahia and Catamaran Hotels in Mission Bay to yield a minimum of 335 parking spaces at the Bahia Hotel (an addition of 10 spaces), and 444 parking spaces at the Catamaran Hotel (an addition of 50 spaces), and restripe the public parking lots at Ventura Cove, designated as Lots D, E, G, H, I and J on the attached Exhibit "A," to yield 597 spaces (an addition of 174 spaces), prior to commencing the operation of the Bahia Belle II to provide additional parking for boat patrons.
33. LIGHTING FOR PUBLIC PARKING LOTS AT VENTURA COVE - Permittee shall, at its sole cost, install City-approved night lighting for the public parking lots H and I on Ventura Cove, as shown on Exhibit "A." Permittee shall provide a lighting plan acceptable to the City Manager for the parking lots within six months of the City's execution of the Permit, and install the lighting prior to the commencement of the boat's operation. In addition, Permittee shall, at its expense, operate (which includes payment of energy bills) and maintain the lighting system on Ventura Cove, in a manner satisfactory to the City Manager, throughout the term of this Permit and any extensions thereof.

34. PARK IMPROVEMENTS - Permittee shall participate in scheduled park improvements, which may include planting of palm trees, removal of understory shrubs, landscaping and related improvements along the public parking areas on Ventura Cove, designated on Exhibit "A," in a manner satisfactory to the City Manager. Permittee's share in the park improvements shall not exceed \$15,000. In addition, Permittee agrees to replace any of the palm trees planted should same die during the term of this permit.

APPROVED BY:

THE CITY OF SAN DIEGO

Date APR 8 1985

By *[Signature]*

ASSISTANT TO THE City Manager

PERMITTEE

Date April 8, 1985

[Signature]
Anne Evans

APPROVED AS TO FORM AND LEGALITY THIS 24 DAY OF April, 1985.

JOHN W. WITT, City Attorney

By *[Signature]*
Deputy

RJC:sn-w(6)D11
4-8-85

EXHIBIT A

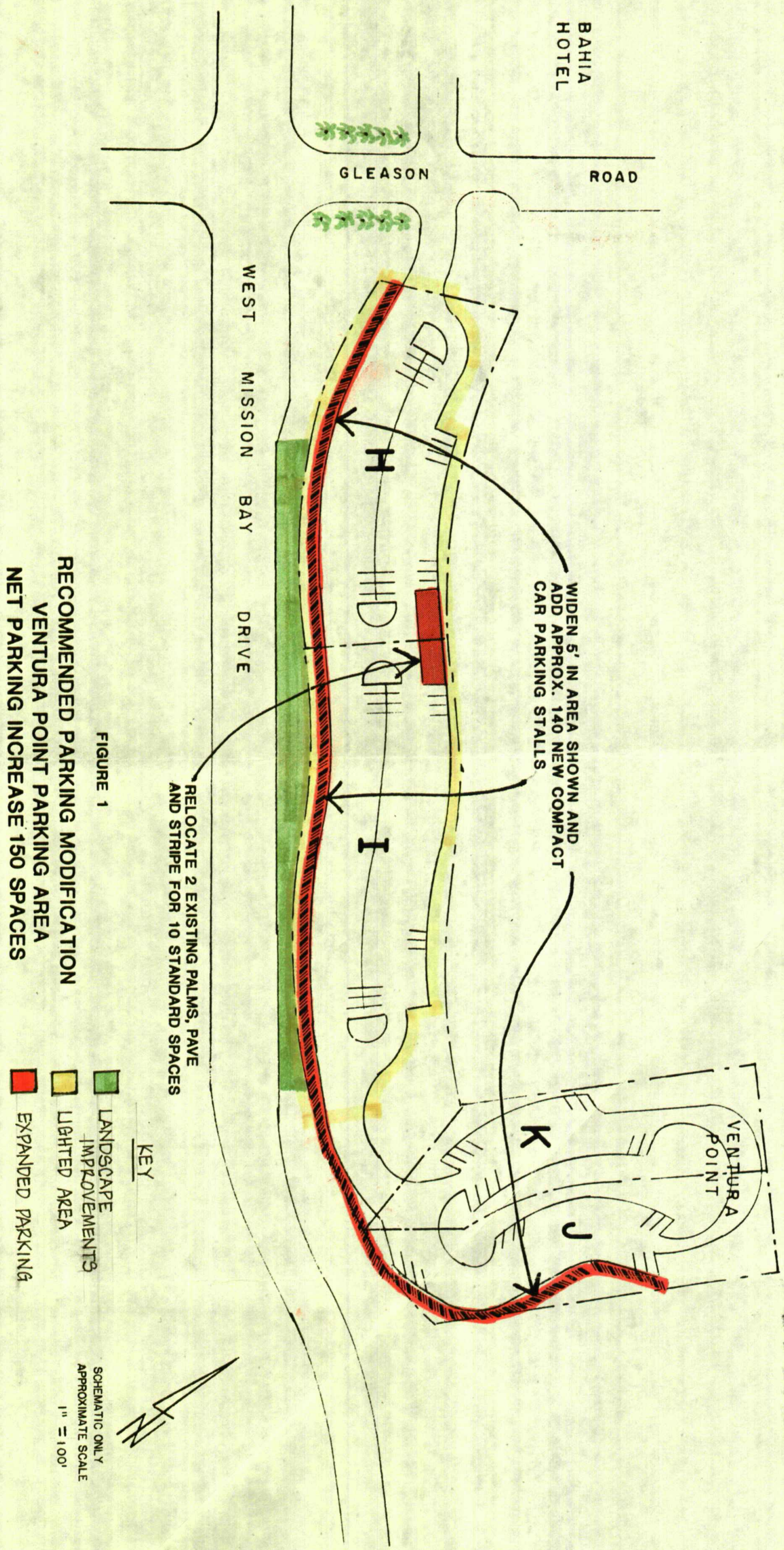
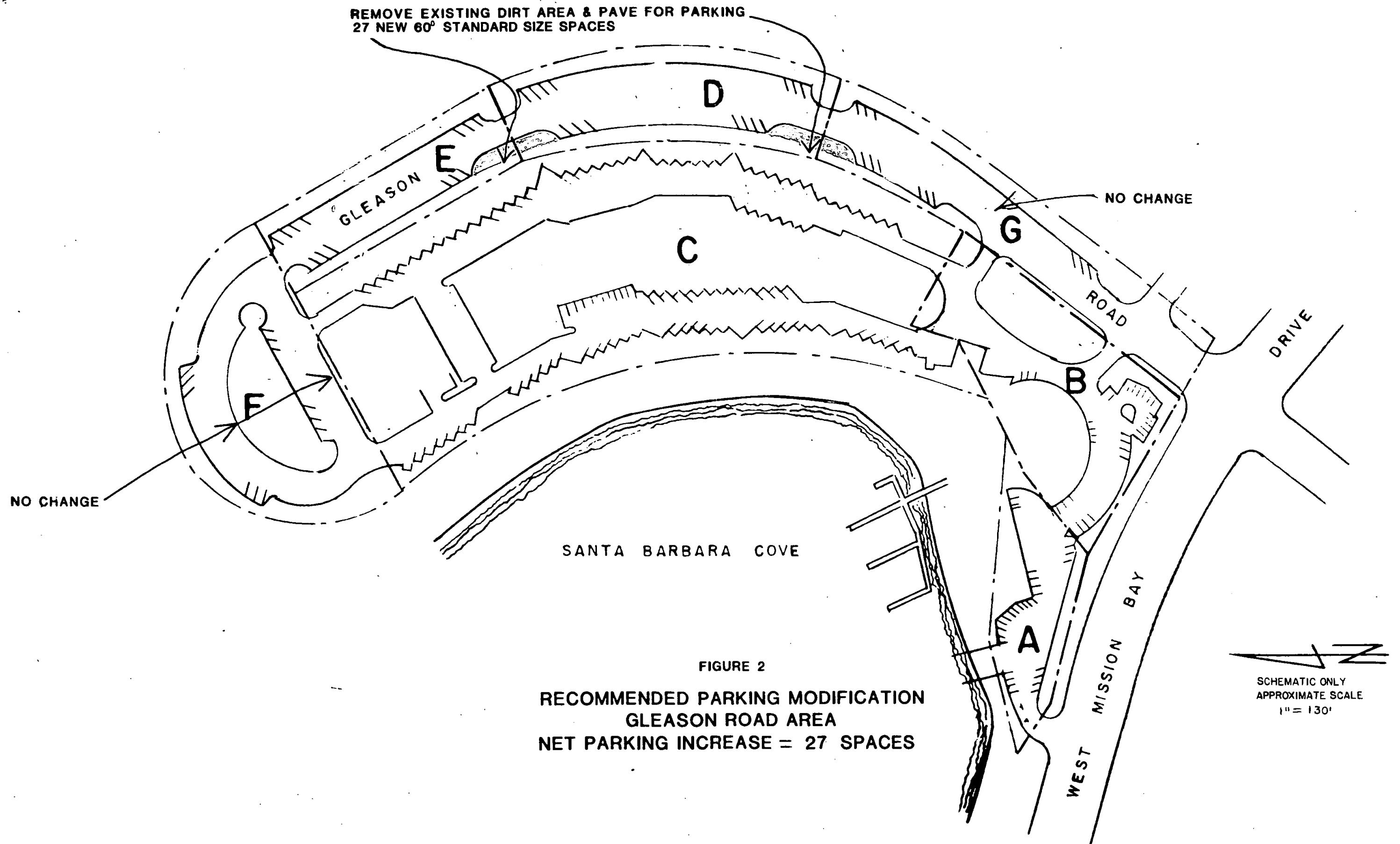


FIGURE 1



2-10 RECEIVED

APR 12 1985

PROPERTY DEPT.

April 8, 1985

FINDINGS
EQD# 83-0133

Pursuant to Section 21081 of the Public Resources Code and Section 15091 of the California Environmental Quality Act Guidelines, the following conditions have been incorporated into the project to substantially lessen the significant environmental effect on public parking as identified in the final EIR:

- o The applicant is to increase the number of on-site parking spaces at the Bahia Hotel leasehold by 10;
- o The applicant is to increase the number of public spaces in public lots adjacent to the Bahia Hotel leasehold by at least 174 spaces through restriping the lots to current Mission Bay Park standards; and
- o The applicant is to restrict operation of the Bahia Belle II to after 7:30 p.m. on holidays and weekends during the summer. The City Manager may grant a waiver on the restricted operations.

In addition, the applicant has agreed to the following additional conditions:

- o The applicant is to increase by 50 the number of on-site parking spaces at the Catamaran Hotel;
- o The applicant, at its sole expense, is to install, operate and maintain City-approved night lighting in the public lot at Ventura Cove;
- o The applicant is to participate in funding scheduled park improvements along the public parking areas adjacent to the Bahia leasehold; and
- o The applicant is to obtain State Coastal Commission approval of all of the above conditions before proceeding with the project.

Property 503
(R-85-1597)

RESOLUTION NUMBER R- 262866

ADOPTED ON APR 8 1985

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a non-exclusive five (5) year permit with ANNE EVANS for the operation of a second Bahia Belle in the waters of Mission Bay, under the terms and conditions set forth in that permit on file in the office of the City Clerk as Document No. RR- 262866.

APPROVED: John W. Witt, City Attorney

By *Harold O. Valderhaug*
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
03/04/85
Or.Dept:Prop.
Job:217381
R-85-1597
Form=r.none

Property 503
Collins
(R-85-1598)

RESOLUTION NUMBER R-262867

ADOPTED ON APR 8 1985

BE IT RESOLVED, by the Council of The City of San Diego, that it be and it is hereby certified that the information contained in ENVIRONMENTAL IMPACT REPORT EIR-83-0133, in connection with second Bahia Belle, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970, as amended, and the State guidelines thereto, and that said Report has been reviewed and considered by this Council.

BE IT FURTHER RESOLVED, that pursuant to California Public Resources Code, Section 21081, the City Council hereby adopts the findings made with respect to the feasibility of the mitigating measures and project alternatives and the statements of overriding considerations attached hereto as Exhibit A.

APPROVED: John W. Witt, City Attorney

By 
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
03/04/85
Or.Dept:Prop.
Job:217381
R-85-1598
Form=r.eir&fd

California Coastal Commission
SAN DIEGO COAST DISTRICT
6154 Mission Gorge Road, Suite 220
San Diego, CA 92120
(619) 280-6992

Filed: April 22, 1985
49th Day: June 10, 1985
180th Day: October 20, 1985
Staff: El
Staff Report: July 10, 1985
Hearing Date: July 23-26, 1985

REVISED CONDITIONS AND FINDINGS

RECEIVED

APR 17 1985

Application No.: 6-85-220

REAL ESTATE ASSETS

Applicant: Anne L. Evans

Description: Construction of excursion boat (cocktail lounge) to operate on Mission Bay and be moored at the Bahia Hotel; also, renovation of existing hotel docks, and restriping and lighting of adjacent public parking lots.

Parking Spaces	335 on-site
Zoning	Unzoned
Plan Designation	Public and Semi-Public Park

Site: At and adjacent to 998 West Mission Bay Drive, Mission Bay Park, San Diego, San Diego County. APN 760-030-01, 02, 06

Substantive File Documents: Mission Bay Land Use Plan
City of San Diego draft implementing ordinances
SDCRC #F7223; CCC #6-82-3 and #6-82-447(AE)
EQD#83-0133
Mission Bay Coastal Access Study

Date of Commission Action: May 21, 1985

Commissioners Voting "Yes": Franco, King, MacElvaine, Malcolm, McInnis, McMurray, McNeil, Shipp, Wornum, Wright, Nutter

Commissioners Voting "No": None

FINDINGS:

I. Approval with Conditions.

The Commission hereby grants a permit for the proposed development, subject to the conditions below, on the grounds that the development will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to

COMMISSION ACTION ON JUL 23 1985

- ☒ Approved as Recommended
- ☐ Denied as Recommended
- ☐ Approved with Changes
- ☐ Denied
- ☐ Other



the provisions of Chapter 3 of the Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

II. Standard Conditions.

See attached page.

III. Special Conditions.

The permit is subject to the following conditions:

1. Final Plans. Prior to transmittal of the coastal development permit, the applicant shall submit final plans to the Executive Director for his review and approval in writing. Said plans shall include complete floor plans and elevations for the Bahia Belle II, complete plans for the proposed dock renovations, detailed plans for the restriping and lighting of the Ventura Cove public parking area, detailed plans for the restriping of the public parking areas around Bahia Point and the parking within the Bahia Hotel and Catamaran Hotel leaseholds, and a detailed landscaping plan for all areas being improved with plantings. The landscaping plan shall include the type, size, number and location of all plant species.

Should the plans for the dock renovation indicate any change in the location of, or expansion of, any piers, a consultation with the California Department of Fish and Game will be required to determine if any environmentally sensitive habitat, especially eel grass beds, will be disturbed. Appropriate mitigation shall be required for any significant disruption of habitat values. There shall be no expansion of the number of available boat slips.

2. Parking Improvements. All parking and landscaping improvements must be accomplished and finished before the Bahia Belle II is put into operation. No parking improvements may be undertaken during the time between Memorial Day and Labor Day of any year, in order to avoid disruption of parking facilities during the peak summer beach season.

3. Public Access Improvements. Prior to transmittal of the coastal development permit, the applicant shall submit a detailed site plan showing the location of an improved pedestrian pathway (3 - 10 feet wide, incorporating the existing semi-improved walkway) running north-south through the dock area to provide continuous lateral access all around Bahia Point. No paving is required, but the path shall be delineated by means of bollards, low posts, or some similar device. Signs shall be installed both north and south of the existing docks, indicating pedestrian access, for pass and repass only, across the dock area on the west side of Bahia Point. Signs shall further indicate that the beach area south/southwest of the docks (the southern crescent of Santa Barbara Cove) is public beach, not part of the leasehold, and shall direct the public to this location from adjacent public parking areas. The plans shall also include renderings of the signs themselves, and all plans shall be submitted for the review and written approval of the Executive Director.

IV. Findings and Declarations.

The Commission finds and declares as follows:

1. Detailed Project Description. The applicant is proposing construction of a second excursion boat/cocktail lounge (the Bahia Belle II) to be moored at the Bahia Hotel and cruise Mission Bay. The new facility will be somewhat larger but otherwise similar to the existing Bahia Belle. It is intended for private charter as well as for public use, with plans for weekend evening cruises hourly during most of the year and cruises Tuesday through Sunday during the summer months. Final plans have not been completed for the boat, pending the outcome of this application, but the anticipated size will be approximately 14,000 sq.ft. on four floors including an open air observation deck, and the structure will measure approximately 25 feet above the waterline. Along with construction of the new boat, the applicant proposes to renovate the existing hotel docks and restripe and light the adjacent (to the east) public parking area, as well as restripe the parking on Bahia Point, both within the leasehold and surrounding it, and the parking at the Catamaran Hotel. A landscaping program will also be undertaken at the parking lot for Ventura Cove, once the parking improvements themselves have been completed.

2. Visual Impacts. Section 30251 of the Coastal Act of 1976 provides for the protection of coastal views and scenic resources in all nearshore areas. The site of this project is within a public park; and, given the unique nature of the development as it tours the bay, it will be visible from segments of Mission Beach and Pacific Beach, in addition to guests of the Bahia Hotel and other Mission Bay Park visitors. The normal cruising pattern will be a circular/triangular route between the Bahia Hotel, the Catamaran Hotel and Vacation Village. This is the route followed by the existing Bahia Belle.

Although plans for the construction of the boat have not yet been submitted (but are required in special condition #1 before release of the permit), it is expected that the new Bahia Belle II will be a larger replica of the existing Bahia Belle, which is patterned after a Mississippi sternwheeler. Although it will be bigger than the vessels surrounding it, it will nonetheless blend with the general nautical theme of this area of the Park. As mentioned previously, the boat will be highly visible from several locations, but the Commission finds that this should cause no adverse impacts to the visual resources of Mission Bay Park, and the project is therefore consistent with Section 30251 of the Act.

3. Parking/Public Access. Several sections of the Coastal Act deal with parking and public access issues. Section 30211 states:

Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization, including, but not limited to, the use of dry sand and rocky coastal beaches to the first line of terrestrial vegetation.

Section 30212 (a) states, in part:

Public access from the nearest public roadway to the shoreline and along the coast shall be provided in new development projects...

Section 30252 of the Coastal Act states, in part:

The location and amount of new development should maintain and enhance public access to the coast by...(4) providing adequate parking facilities...

According to the EIR for this project, the Bahia Hotel complex is already 367 spaces deficient in on-site parking; this figure can be adjusted downward to 335 spaces to reflect a change in Coastal Commission parking requirements for restaurant/bar uses, which is now 1 space for every 200 square feet of gross floor area, rather than the old standard of 1 space for every 100 square feet (see attached Exhibit #4 - Table 3-3 of the EIR). However, this still represents a major deficiency and the hotel therefore relies heavily on adjacent public parking lots. These public facilities are intended for the use of beach-goers, not hotel guests or visitors. The EIR for the proposed project states the lack of parking as the most vital issue connected with the development, and offers several suggestions, the preferred option being the "no project" alternative. Possible mitigation measures listed in the EIR include the construction of a parking structure on the Ventura Cove public lot and/or the restriping of that lot and several other parking areas, both public and private.

It is difficult to determine the actual number of new parking spaces required by the proposed excursion boat. The nature of the development offers a variety of uses (restaurant/bar, convention, public recreation) each of which carries a different parking standard; restaurant uses require 1 space for every 200 square feet of gross floor area, and 1 space for every 5 seats is required for convention/meeting uses. There are no stated requirements for excursion boats. A further consideration is whether or not the boat patrons are already guests of the hotel and therefore do not require additional parking. It is also expected that some tour bus services will deliver passengers for the Bahia Belle II - again, this mode of transport would eliminate the need for as many parking spaces as would be needed if all passengers arrived by private car. Requirements could vary from 39 spaces in the best case (where all passengers are hotel guests or members of tour-bus parties) to 174 spaces in the worst case (where all passengers are from the general public and arrive by private car, using the average of 2.3 people per vehicle). As previously stated, the existing facility is already deficient in the neighborhood of +300 parking spaces; only 10 new on-site spaces are proposed in this application, and these will be gained by restriping the existing parking lots. The applicant also proposes to restripe the public parking around the perimeter of Bahia Point and the large lot at Ventura Cove, adjacent to the east of the hotel. This process will gain an additional +174 spaces, enough to partially mitigate the effects of the proposed development.

These spaces, however, are all within public parking lots and, of course, are not exclusively for the use of hotel patrons. In addition to this, the parking lot at the Catamaran Hotel will also be restriped. This facility is under the same ownership and is one of the regular stops along the cruise route of both the existing and proposed excursion boats. Although this tactic will not alleviate parking congestion at the Bahia complex, it will, nonetheless, add to the available private parking reservoir, and will thereby have some favorable impact on public parking now being usurped for private, albeit visitor-serving, use. All these aforementioned parking improvements are being required as part of special condition #2 attached to this permit approval, along with the lighting of the Ventura Cove parking area and its relandscaping.

The Mission Bay Coastal Access Study emphasizes the growing competition between private leaseholds and public uses. It explores a number of alternatives to the private automobile, primarily improvements in the public transit services offered in this area. A beach shuttle was established two summers ago and has met with varying degrees of success. However, it was anticipated that it would require several seasons of operation before the public recognized this as a viable option in beach access. For this reason, it is expected that the private leaseholds throughout Mission Bay will be required to offer financial support to this project when their individual leases come up for renewal. Financial support of the shuttle has also been made a condition on past permits for major new development in the park (Ramada Inn, 6-82-3), but this particular project is not of that scope.

In addition to the beach shuttle, and other forms of public transportation, improvements to the existing parking areas will ease traffic congestion and parking problems. For this reason, the Commission would have expected all existing parking lots with outdated layouts to undergo restriping and maximize public parking. Therefore, it is difficult to accept as project mitigation that which should be accomplished whether or not a new project is proposed. However, in the case of the Ventura Cove parking lot, the lot itself will be increased slightly in area, as well as being restriped. Although it will lose a portion of its current landscaping, the landscaping which remains will be upgraded.

These parking improvements alone would not provide adequate mitigation for the proposal in and of themselves, since only 60 of the total new parking spaces will be on private leaseholds, and 50 of those spaces will be removed from the immediate project area (those at the Catamaran Hotel). However, the applicant has also agreed to a limitation on the days and hours of operation of the new sight-seeing boat. The applicant's permit from the City of San Diego carries several stipulations; #27 reads:

LIMITATION ON USE: The boat shall not be used on any weekend or holiday prior to 7:30 p.m., from Memorial Day through Labor Day.

This time limitation will help insure that passengers for the Bahia Belle II will not be usurping public parking spaces at the hours these are in greatest

demand by beachgoers. Any exceptions to this agreement (as in the case of special community events utilizing the Bahia Belle II's facilities) will be reviewed by the City Manager on a case-by-case basis, and will require special permits from the City. The Commission finds that the agreement between the applicant and the City of San Diego is adequate for this purpose, and therefore finds the project consistent with Sections 30211, 30212(a), and 30252 of the Coastal Act.

4. Public Access. In addition to these Sections, Section 30604(c) of the Coastal Act requires that a specific access finding be made in all development between the sea (or, in this case, bay) and the first coastal roadway. This site is located on a peninsula, bayward of West Mission Bay Drive and Gleason Road, which runs north along the east side of the peninsula itself. There is both vertical and lateral public access to public beach all along the eastern side of Gleason, north to the tip of Bahia Point. However, public access is obstructed by the hotel docks along the western side of the point, and the Bahia's current leasehold extends to the mean high tide line at this location. The land is, however, publicly held by the City of San Diego. A goal of the Mission Bay Land Use Plan is to provide continuous lateral access all around the perimeter of Mission Bay, with Bahia Point being singled out as one of several locations where such access is missing. For this reason, a special condition is attached requiring that the applicant post the property to indicate that lateral public access for the purpose of pass and repass is permitted along the western edge of the hotel leasehold. Signs will be installed both north and south of the docks, and an improved pedestrian path created to allow complete lateral access all around Bahia Point. The condition does not require a paved walkway, as this would be out of character with the surrounding area; but the passage must be clearly marked by use of bollards, rocks, a low fence, or some similar device. This walkway is not intended to encourage camping, picnicking, swimming, etc. within the leasehold area, but only to allow the public to have a pedestrian connection all around Bahia Point. When the current lease for the Bahia Hotel expires, the Commission fully expects that the complete range of passive recreational uses will be accommodated along this beachfront, as the City's own plans recommend.

Signs will also be installed in the public parking areas along Gleason Road and at Ventura Cove, directing the public to the open sandy beach just west of the hotel, southwest of the docks. This southern crescent of Santa Barbara Cove is public beach, but is currently under-utilized, as accessing it requires the public to cross the hotel leasehold; most members of the public are reluctant to do this in the absence of signs. Such signs have been required in the special condition. Therefore, the Commission finds that project approval, with the special conditions, will be consistent with Section 30604(c) of the Act, and with all other access and public recreation policies of the Coastal Act as well.

5. Water Usage. Section 30224 of the Coastal Act states "increased recreational boating use of coastal waters shall be encouraged...." The proposed vessel will be used primarily for public tours of the bay, and is, therefore, both recreational boating and a visitor-serving facility. The

amount of water space taken up by the berthing of this boat will be greater than for most other vessels in and around Mission Bay, but the offsetting benefits to the public in increased recreational opportunities will make up for this slight loss of open water. The Commission finds the proposed development consistent with Section 30224 of the Act.

6. Local Coastal Planning. Section 30604 (a) also requires that a coastal development permit shall be issued only if the Commission finds that the permitted development will not prejudice the ability of the local government to prepare a Local Coastal Program (LCP) in conformity with the provisions of Chapter 3 of the Coastal Act. Mission Bay Park is a public and semi-public recreational/visitor-serving area within the City of San Diego. The majority of the park is completely open to the public, but there are several private leaseholds within its bounds; the Bahia Hotel is one of those.

The Mission Bay Land Use Plan (LUP) was preliminarily reviewed by the Commission in June and September, 1982. However, at those hearings, the City requested continuances and waived applicable time limitations to work with staff and other interested parties to resolve some of the identified issues. That LUP has not been formally resubmitted to the Commission, nor has it been set for Commission action. The LUP, in its present form, designates the Bahia leasehold as Guest Housing and the surrounding area as Park and Shoreline. The proposed excursion boat is a water-dependent use, and provides some recreational benefits to the general public. However, it will also be used, to a large extent, for private charters. Because of the hotel's great parking deficiency, it will be necessary for a sizeable amount of public parking to be used to accommodate those who wish to ride or charter the Bahia Belle II. This would make the development inconsistent with the LUP designations of Park and Shoreline for those public parking areas adjacent to the leasehold. Only by restricting the hours of use (through an agreement with the City of San Diego) and increasing the public parking areas, can access conflicts with beach-goers be mitigated and the project found consistent with the Land Use Plan. With the attached special conditions, and the conditions of the City's use permit, the Commission finds that project approval should not prejudice the ability of the City of San Diego to prepare a certifiable LCP for the Mission Bay segment.

STANDARD CONDITIONS:

1. Notice of Receipt and Acknowledgement. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Compliance. All development must occur in strict compliance with the proposal as set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the development during construction, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

0-00-000

EXHIBIT NO. 2
APPLICATION NO. 6-85-220
Parking Improvements
California Coastal Commission

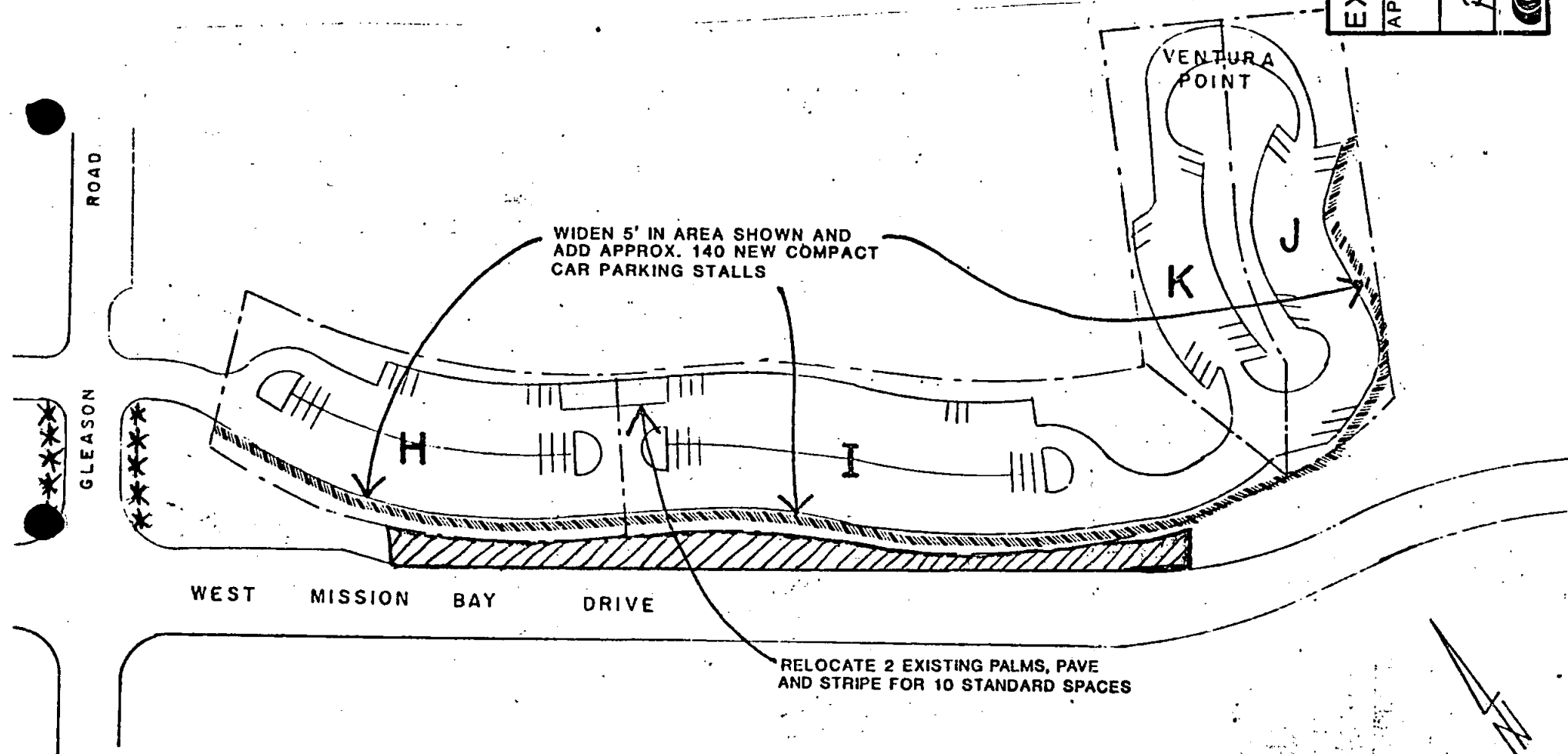


FIGURE 2

RECOMMENDED PARKING MODIFICATION
VENTURA POINT PARKING AREA
NET PARKING INCREASE 150 SPACES

 Landscape Improvements
 Lighted Area

SCHEMATIC ONLY
APPROXIMATE SCALE
1" = 100'

EXHIBIT NO. 3
APPLICATION NO. 6-85-220
Site Plan
California Coastal Commission

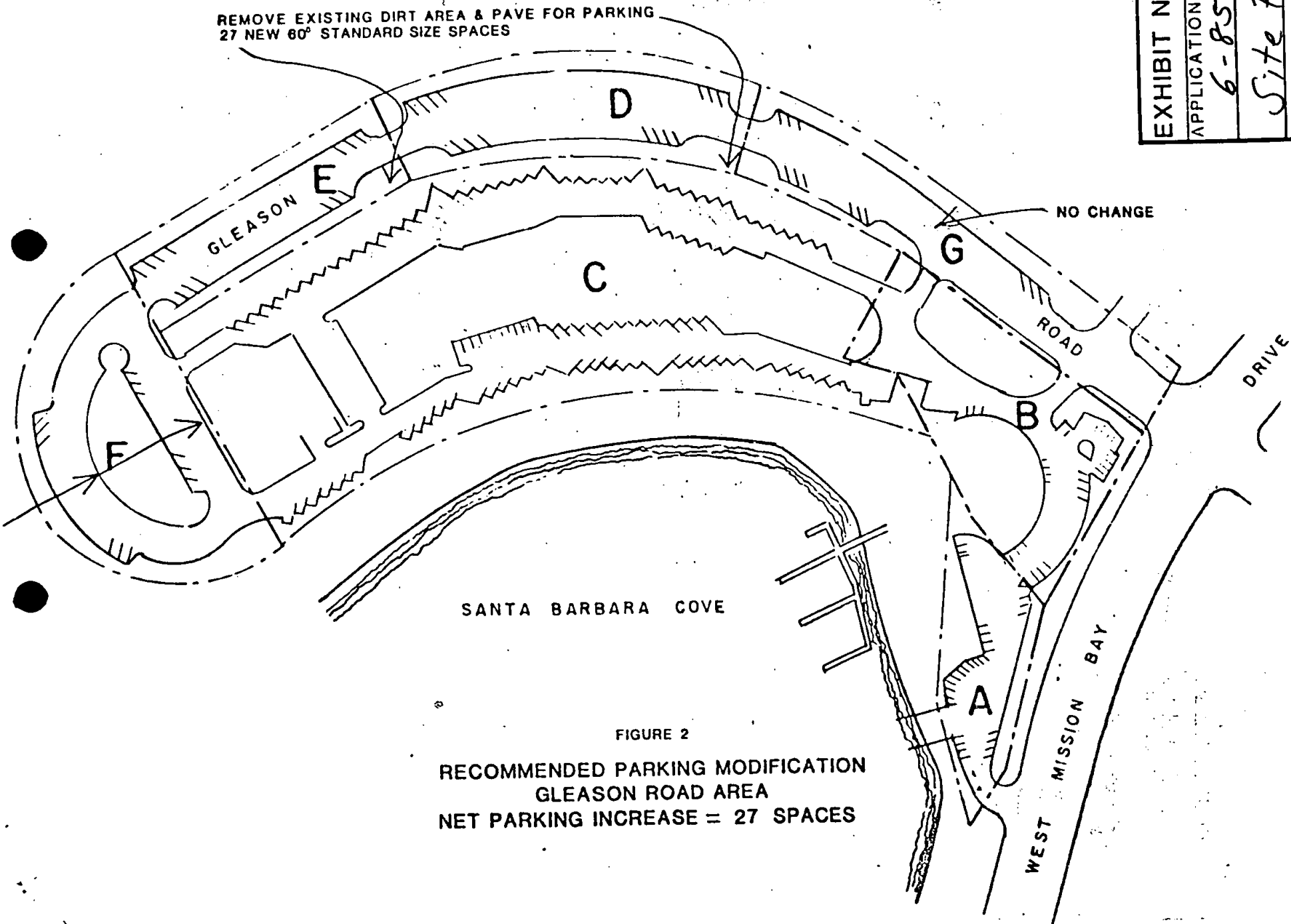


FIGURE 2
RECOMMENDED PARKING MODIFICATION
GLEASON ROAD AREA
NET PARKING INCREASE = 27 SPACES

EXHIBIT NO. 4	APPLICATION NO. 6-85-220	Parking Break down	California Coastal Commission
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TABLE 3-3

COASTAL COMMISSION PARKING REQUIREMENTS

Type of Use	Coastal Commission Requirement	Bahia Resort Hotel # of Seats/ Units/sq. ft.	Parking Required
Guest unit without kitchen	1 space/unit	114 units	114
Studio with kitchen	1 space/unit	136 units	136
One bedroom unit with kitchen	1.5 spaces/unit	70 units	105
Two bedroom unit with kitchen	2.0 spaces/unit	2 units	4
Hotel operations	1 space/300 sq. ft.	9,870 sq. ft.	33
Restaurants/Lounges/Bars	1 space/100 sq. ft.	6,506 sq. ft.	65
Banquet/Conference Facilities	1 space/5 seats	770 seats	154
Bahia Belle I	1 space/100 sq. ft. indoors*	4,500 sq. ft.	45
Anted Boat Slips	0.6 space 1 slip	60 slips.	36
Total parking required for existing facilities at the Bahia Hotel			692
Parking required for the proposed Bahia Belle II			80
Total Parking needed if project is approved			772

*Per Deborah Lee, January 18, 1984, San Diego Coast District, California Coastal Commission

California Coastal Commission
SAN DIEGO COAST DISTRICT
634 Mission Gorge Road, Suite 220
San Diego, CA 92120
(619) 280-6992

COASTAL DEVELOPMENT PERMIT NO. 6-85-220
Page 1 of 3

On May 21, 1985, the California Coastal Commission granted to
Anne L. Evans
this permit for the development described below, subject to the attached
Standard and Special Conditions.

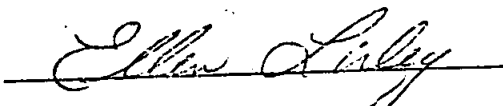
Description: Construction of excursion boat (cocktail lounge) to operate on
Mission Bay and be moored at the Bahia Hotel; also, renovation
of existing hotel docks, and restriping and lighting of adjacent
public parking lots.

Parking Spaces	335 on-site
Zoning	Unzoned
Plan Designation	Public and Semi-Public Park

Site: At and adjacent to 998 West Mission Bay Drive, Mission Bay Park,
San Diego, San Diego County. APN 760-030-01, 02, 06

Issued on behalf of the California Coastal Commission by

MICHAEL L. FISCHER
Executive Director
and

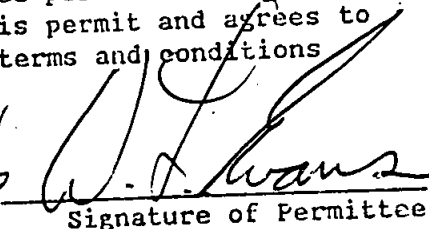


IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT
WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE.

ACKNOWLEDGEMENT

The undersigned permittee acknowledges
receipt of this permit and agrees to
abide by all terms and conditions
thereof.

Sept 11, 1986
Date


Signature of Permittee



STANDARD CONDITIONS:

1. Notice of Receipt and Acknowledgement. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Compliance. All development must occur in strict compliance with the proposal as set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the development during construction, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. Final Plans. Prior to transmittal of the coastal development permit, the applicant shall submit final plans to the Executive Director for his review and approval in writing. Said plans shall include complete floor plans and elevations for the Bahia Belle II, complete plans for the proposed dock renovations, detailed plans for the restriping and lighting of the Ventura Cove public parking area, detailed plans for the restriping of the public parking areas around Bahia Point and the parking within the Bahia Hotel and Catamaran Hotel leaseholds, and a detailed landscaping plan for all areas being improved with plantings. The landscaping plan shall include the type, size, number and location of all plant species.

Should the plans for the dock renovation indicate any change in the location of, or expansion of, any piers, a consultation with the California Department of Fish and Game will be required to determine if any environmentally sensitive habitat, especially eel grass beds, will be disturbed. Appropriate mitigation shall be required for any significant disruption of habitat values. There shall be no expansion of the number of available boat slips.

2. Parking Improvements. All parking and landscaping improvements must be accomplished and finished before the Bahia Belle II is put into operation. No parking improvements may be undertaken during the time between Memorial Day and Labor Day of any year, in order to avoid disruption of parking facilities during the peak summer beach season.

3. Public Access Improvements. Prior to transmittal of the coastal development permit, the applicant shall submit a detailed site plan showing the location of an improved pedestrian pathway (3 - 10 feet wide, incorporating the existing semi-improved walkway) running north-south through the dock area to provide continuous lateral access all around Bahia Point. No paving is required, but the path shall be delineated by means of bollards, low posts, or some similar device. Signs shall be installed both north and south of the existing docks, indicating pedestrian access, for pass and repass only, across the dock area on the west side of Bahia Point. Signs shall further indicate that the beach area south/southwest of the docks (the southern crescent of Santa Barbara Cove) is public beach, not part of the leasehold, and shall direct the public to this location from adjacent public parking areas. The plans shall also include renderings of the signs themselves, and all plans shall be submitted for the review and written approval of the Executive Director.

(0103P)

NOTICE OF DETERMINATION

TO: ☒ County Clerk
County of San Diego
220 W. Broadway
San Diego, California 92101

FROM: City of San Diego
City Administration Building
202 "C" Street
San Diego, CA 92101

☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

EQD Number: 83-0133 State Clearinghouse Number: _____
(If submitted to Clearinghouse)

Project Title: BAHIA BELLE II

Project Location: To be docked at the Bahia Resort Hotel at 998 West Mission Bay Dr. in Mission Bay Park.

Project Description: Permit to operate a self-propelled boat on Mission Bay for excursions, private dinners, parties and dances for 400 persons.

This is to advise that The City of San Diego City Council on 4-8-85 approved the above described project and made the following determinations:
(date)

1. The project in its approved form ☒ will, ☐ will not, have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project and certified pursuant to the provisions of CEQA. Resolution R-262867.
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

The EIR or Negative Declaration and record of project approval may be examined at the address above.

3. Mitigation measures ☒ were, ☐ were not, made a condition of the approval of the project.
4. Findings ☒ were, ☐ were not, made pursuant to CEQA.
5. A statement of Overriding Considerations ☒ was, ☐ was not, adopted for this project.

Date Received for Filing: 4-16-85

June A. Blackwell
Signature

Deputy City Clerk
Title