

ORIGINAL

THE CITY OF SAN DIEGO

Lease Agreement

YOUNG MEN'S CHRISTIAN ASSOCIATION

of SAN DIEGO COUNTY

DOCUMENT NO. 00-18210

FILED SEP 11 1995

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

RECEIVED
CITY CLERK'S OFFICE
95 SEP 18 AM 11:41
SAN DIEGO, CALIF.

W

SEP 18 1985
10:50 AM

LEASE OUTLINE

SECTION 1: USES	1
1.1 <u>Premises</u>	1
1.2 <u>Uses</u>	1
1.3 <u>Related Council Actions</u>	1
1.4 <u>Quiet Possession</u>	2
1.5 <u>Easements and Reservations</u>	2
1.6 <u>Competent Management</u>	3
1.7 <u>Operation of Facilities</u>	3
1.8 <u>Rates and Charges</u>	3
1.9 <u>CITY Use</u>	3
1.10 <u>Political Activities</u>	3
1.11 <u>Public Use</u>	3
SECTION 2: TERM	4
2.1 <u>Commencement</u>	4
2.2 <u>Option to Extend</u>	4
2.3 <u>Holdover</u>	4
2.4 <u>Quitclaim and Surrender of LESSEE'S Interest</u>	5
2.5 <u>Surrender of Premises</u>	5
SECTION 3: RENT	5
3.1 <u>Rent</u>	5
3.2 <u>Inspection of Records</u>	5
SECTION 4: ASSIGNMENT	6
4.1 <u>Time is of Essence; Provisions Binding on Successors</u>	6
4.2 <u>Assignment and Subletting</u>	6
4.3 <u>Encumbrance</u>	6
4.4 <u>Defaults and Remedies</u>	6
4.5 <u>Eminent Domain</u>	9
SECTION 5: INSURANCE RISKS/SECURITY	10
5.1 <u>Indemnity</u>	10
5.2 <u>Insurance</u>	11
5.3 <u>Waste, Damage, or Destruction</u>	13
SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS	13
6.1 <u>Acceptance of Premises</u>	13
6.2 <u>Entry and Inspection</u>	14
6.3 <u>Park Development</u>	14
6.4 <u>Maintenance</u>	14

6.5	<u>I</u> mprovements/Alterations	14
6.6	<u>U</u> tilities	15
6.7	<u>C</u> onstruction Bond	15
6.8	<u>L</u> iens	15
6.9	<u>T</u> axes	15
6.10	<u>S</u> igns	16
6.11	<u>O</u> wnership of Improvements and Personal Property	16
6.12	<u>U</u> navoidable Delay	17
6.13	<u>D</u> evelopment Plan	17
6.14	<u>E</u> nvironmental Clearance.	17
6.15	<u>H</u> azardous/Toxic Waste	18
SECTION 7: GENERAL PROVISIONS		19
7.1	<u>N</u> otices	19
7.2	<u>C</u> ompliance with Law	20
7.3	<u>C</u> ITY Approval	20
7.4	<u>N</u> ondiscrimination	20
7.5	<u>E</u> qual Opportunity	20
7.6	<u>P</u> artial Invalidity	21
7.7	<u>L</u> egal Fees	21
7.8	<u>N</u> umber and Gender	21
7.9	<u>C</u> aptions	21
7.10	<u>E</u> ntire Understanding	21
7.11	<u>S</u> upercedure	22
7.11	<u>C</u> ITY Employee Participation Policy	22
7.12	<u>D</u> rug-free Workplace.	22
SECTION 8: SPECIAL PROVISIONS		23
8.1	<u>B</u> ylaws	23
8.2	<u>C</u> orporate Authority	23
SECTION 9: SIGNATURES		24
9.1	<u>S</u> ignature Page	24
SECTION 10: EXHIBITS		25
10.1	A. <u>L</u> egal Description	25
10.2	B. <u>P</u> arcel Map(s)	26
10.3	C. <u>E</u> ncroachment Area	27
10.4	D. <u>C</u> orporate Directors	28
10.5	E. <u>S</u> chedule of Rates and Charges	29
10.6	F. <u>S</u> chedule of Days and Hours of Operation	30
10.7	G. <u>D</u> evelopment Plan	31

**CITY OF SAN DIEGO
FLAT RATE LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and the YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN DIEGO COUNTY, hereinafter called "LESSEE."

SECTION 1: USES

1.1 Premises. CITY hereby 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 in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises." The premises shall also include the subterranean area of the surfaced lease boundary plus 28 feet west of the surface LEASE boundary line.

1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of a community, recreational center and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

LESSEE covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

The use of the premises for any unauthorized purpose shall constitute a substantial default and subject this lease to termination at the sole option of the CITY.

1.3 Related Council Actions. By the granting of this lease, 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 minimum or flat rate 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 hereby reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the premises.
- 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 reasonably deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S 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 all CITY installations made pursuant to these reserved rights.

As part of the development of Park de la Cruz Community Park, CITY and its agents, shall have the right to encroach upon the areas identified on Exhibit "C", for the purposes associated with development of the park, until such time that the encroachment area is no longer required by CITY and its agents. Upon completion of development, CITY and

LESSEE agree that CITY may establish a public access route through the leasehold area in the location shown generally on Exhibit "C". The access path shall not exceed 10 feet in width. In addition, CITY and LESSEE agree that CITY may construct and maintain for the public's use, an outdoor basketball court as described on Exhibit C until such time LESSEE constructs other permanent improvements.

- 1.6 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a recreational center and related activities in a fiscally responsible manner.
- 1.7 Operation of Facilities. A regular schedule of days and hours of operation shall be established by LESSEE to best serve the public as set forth in Section 10.5, Schedule of Days and Hours of Operation, hereof. Any changes in this schedule shall be subject to the prior written approval of the City Manager. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego.
- 1.8 Rates and Charges. All charges for merchandise and services or facilities on said premises shall be in accordance with the schedule set forth in Section 10.4, Schedule of Rates and Charges, hereof. Any changes in said schedule are subject to prior written approval by the City Manager or his authorized representative.
- 1.9 CITY Use. The premises shall be available to CITY for civic events and special programs, free of charge, except where LESSEE has scheduled events or programs. After every CITY use, the premises shall be left in the same condition found, and LESSEE shall not be required to incur any additional costs by reason of CITY use.
- 1.10 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1.2, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that LESSEE shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.
- 1.11 Public Use. The general public shall not be wholly or permanently excluded from any portion of the premises except administrative and

licensed child care area. LESSEE may develop reasonable restrictions for the facility use provided they are consistent with the rights of the general public and are designed to allow LESSEE to use the premises for the purposes specified herein. LESSEE agrees that all activities conducted on the premises will be as stated in Section 1.2, Uses, hereof.

LESSEE shall, at all times during the lease term, maintain a CITY-approved sign identifying the property as City-owned and available for public use consistent with the terms of this lease. The sign shall be installed by LESSEE at a location agreeable to CITY.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be twenty-five (25) years commencing on the first day of the calendar month following execution by the City Manager. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month following the execution of this lease by the City Manager.
- 2.2 Option to Extend. Provided that (i) LESSEE is not in default of this lease and (ii) LESSEE satisfies the new construction condition set forth below, LESSEE has the option to extend this lease once for an additional term of twenty (20) years, subject to all original agreements, considerations, covenants and conditions. The new construction condition is as follows: That during the original term of this Lease LESSEE construct, in phases or otherwise, new and/or replacement facilities of at least 30,000 sq. ft. and of a bona fide aggregate cost of \$3 Million (in 1995 dollars), pursuant to Development Plans and Construction Drawings submitted by LESSEE and approved by CITY, which approval shall not be unreasonably withheld. To exercise the option, LESSEE must give CITY at least nine (9) months (but not more than 24 months) written notice before the date on which this lease expires.
- 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 agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement 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. On execution of this lease, LESSEE shall deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. CITY may record such deed only on the expiration or earlier termination of this lease. In the event that CITY requires any subsequent quitclaim deed, LESSEE or its successor in interest shall deliver the same within five (5) days after receiving written demand therefor.

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 in a decent, safe, and sanitary condition. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

- 2.5 Surrender of Premises. 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 valid and recordable quitclaim deed covering all of the premises. The premises shall be delivered free and clear of all liens and encumbrances 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 Rent. The rent is One Dollar (\$1.00) per year, receipt of which is hereby acknowledged.
- 3.2 Inspection of Records. LESSEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable time so that CITY can determine LESSEE'S compliance with this lease. These records and accounts will be made available by LESSEE at the leased premises and will be complete and accurate showing all income and receipts from use of the premises. LESSEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this lease and cause for termination. LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.

SECTION 4: ASSIGNMENT

- 4.1 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.
- 4.2 Assignment and Subletting. LESSEE shall not assign this lease or any interest therein and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of the City Manager.

"Assignment" for the purposes of this clause shall include any transfer of any ownership interest in this lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners, or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this agreement which are applicable to the rights acquired. The City Manager may require, as a condition to approval of any sublease or assignment, that the proposed sublessee or assignee pay additional rent to CITY to equal the full fair market rent justifiable at the date of such proposed sublease or assignment and that this lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current.

- 4.3 Encumbrance. LESSEE may not encumber this lease, its leasehold estate nor its improvements thereon.
- 4.4 Defaults and Remedies.

a. Default. In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE 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
- (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, 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. Provided, however, in the event that any default described in Section 4.4a.(1), hereinabove is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

b. Remedies. If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or

through foreclosure, then CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

- (1) CITY may correct said default(s) and charge the costs thereof to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.
- (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and LESSEE, or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
- (3) CITY may terminate this lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees, or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated LESSEE, and LESSEE hereby agrees to reimburse CITY for any such costs.

Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights,

privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. 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.
- d. 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, subject to the applicable statute of limitations, 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.

4.5 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 opinion of CITY, 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 opinion of CITY, 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. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
- d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of, or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority unless CITY is 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 in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- f. No Inverse Condemnation. The exercise of any CITY right other than an exercise specifically denoted to be the right of eminent domain 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.

SECTION 5: INSURANCE RISKS/SECURITY

- 5.1 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 to be performed under this agreement, 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.

5.2 Insurance.

- a. LESSEE shall take out and maintain 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 One Million Dollars (\$1,000,000) 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 from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE 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 100 percent of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a mortgage or trust deed on the leasehold in accordance with Section 5.3, Encumbrance, hereof, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision reasonably satisfactory to CITY has 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 insurance policies will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) 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 revision of amounts and coverages at any time during the term 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 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 Ten Thousand Dollars (\$10,000) 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 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.

- 5.3 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days 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 satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 6.2, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the minimum annual rent requirement for such period or periods that said premises are untenable by reason of such damage.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.1 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.

- 6.2 Entry and Inspection. CITY reserves and shall always have the right to enter said 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. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, 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 CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, 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.
- 6.3 Park Development. As part of the proposed development of Park de la Cruz, the City plans to create and maintain a 20-foot emergency lane adjacent to the southerly boundary of the lease. The proposed development plans for the park as well as the emergency lane are to be considered conceptual until approved by the City Council.
- 6.4 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 described in Section 6.13, Development Plan, hereof and with all applicable laws.
- 6.5 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. Further, 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.

6.6 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. All utilities will be installed underground.

6.7 Construction Bond. Whenever there is any construction to be performed on the premises, LESSEE shall deposit with CITY, prior to commencement of said construction, a faithful performance bond in the amount of 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. The bond or cash will be held in trust by CITY for the purpose specified above.

6.8 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 five (5) 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.

6.9 Taxes. 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.

6.10 Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.

6.11 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, CITY shall so notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations 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 at a price(s) mutually agreed by CITY and LESSEE.
- 6.12 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.
- 6.13 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 which plan is hereby incorporated by this reference. The general contents and provisions of the Development Plan are described in Section 9.6 hereof. 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.

LESSEE shall not be required to obtain a Conditional Use Permit for development of the premises since the use is for public park purposes; in addition, LESSEE shall be allowed to include any parking spaces located adjacent to the premises on the southern portion of Landis Street toward any new development parking requirements.

- 6.14 Environmental Clearance. LESSEE acknowledges that the existing facilities are exempt from environmental review and that any future

development of the premises are subject to environmental review and approval as a condition to such development.

- 6.15 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the premises. 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, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean 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.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

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.

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 property without the prior written consent of CITY.

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 7: GENERAL PROVISIONS

7.1 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 the leased premises or at such other address designated in writing by LESSEE; and to CITY as follows:

City Manager
Attention Real Estate Assets Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

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 address to which notices shall be sent.

- 7.2 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.
- 7.3 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
- 7.4 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. Provided, however, LESSEE may refuse to allow any reason to participate is LESSEE'S physical activity program if, in LESSEE reasonable judgement, such participation would endanger such person's health or safety.
- 7.5 Compliance with CITY'S Equal Opportunity Contracting Program.
- a. Equal Opportunity Contracting. LESSEE shall submit to the Project Manager statistical information as requested in the City of San Diego Contract Activity Report indicating the amount of subcontracting provided by firms during the period covered by the report. This information should be accompanied by an invoice from each subconsultant/subcontractor/ vendor/service provider listed in the report.
 - b. Equal Employment Opportunity. 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 based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

Upon request by the City of San Diego, LESSEE will submit a current Work Force Report and, if required, an Equal Employment Opportunity Plan which sets forth the actions that LESSEE will take to achieve the CITY'S goals for the employment of African Americans, American Indians, Asians, Filipinos, Latinos, women, and people with disabilities.

Further, LESSEE will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor.

- c. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms on 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 agreement 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 agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.

- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, 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.

- 7.11 Supersedure. It is mutually agreed that this lease, upon execution, supersedes and annuls that certain Lease Agreement with the YMCA filed in the Office of the City Clerk on the 14th day of April, 1953, as document number 467105, which is hereafter void and of no effect as to any rental fees which may have accrued or any rights and remedies accrued or granted to CITY under such agreement.

- 7.12 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 shall 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.

- 7.13 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.

SECTION 8: SPECIAL PROVISIONS

- 8.1 Bylaws. Membership in LESSEE'S organization shall be open to anyone meeting the requirements of its rules and bylaws. All restrictions, rules, bylaws, and fees, if any, and changes thereto proposed by LESSEE'S organization shall, before being put into effect, be submitted to and receive the written approval of the City Manager. Bylaws shall be on file in the office of the Real Estate Assets Department prior to CITY execution of this lease.
- 8.2 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.

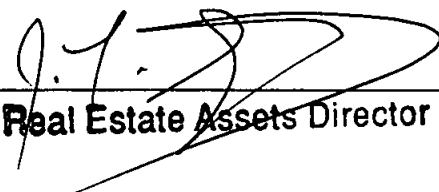
SECTION 9: SIGNATURES

9.1 Signature Page.

IN WITNESS WHEREOF, this lease agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

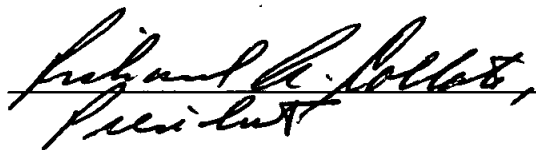
THE CITY OF SAN DIEGO

Date SEP 11 1995

By 
Real Estate Assets Director

LESSEE: YOUNG MEN'S CHRISTIAN
ASSOCIATION of SAN DIEGO COUNTY

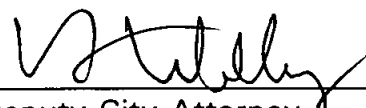
Date 9/29/95

By 
President

By _____

APPROVED as to form and legality this 15 day of Sept., 1995.

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

CEBK/dcj-c
7-20-95
I:\WPO\1995\KODAMAILS-YMCA

LEGAL DESCRIPTION

YMCA LEASE AREA

ALL THAT PORTION OF PARK DE LA CRUZ, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO AMENDED MAP OF CITY HEIGHTS MAP THEREOF NO. 1007, DESCRIBED AS FOLLOWS:

THE NORTHERLY 166.00 FEET OF THE WESTERLY 541.00 FEET.

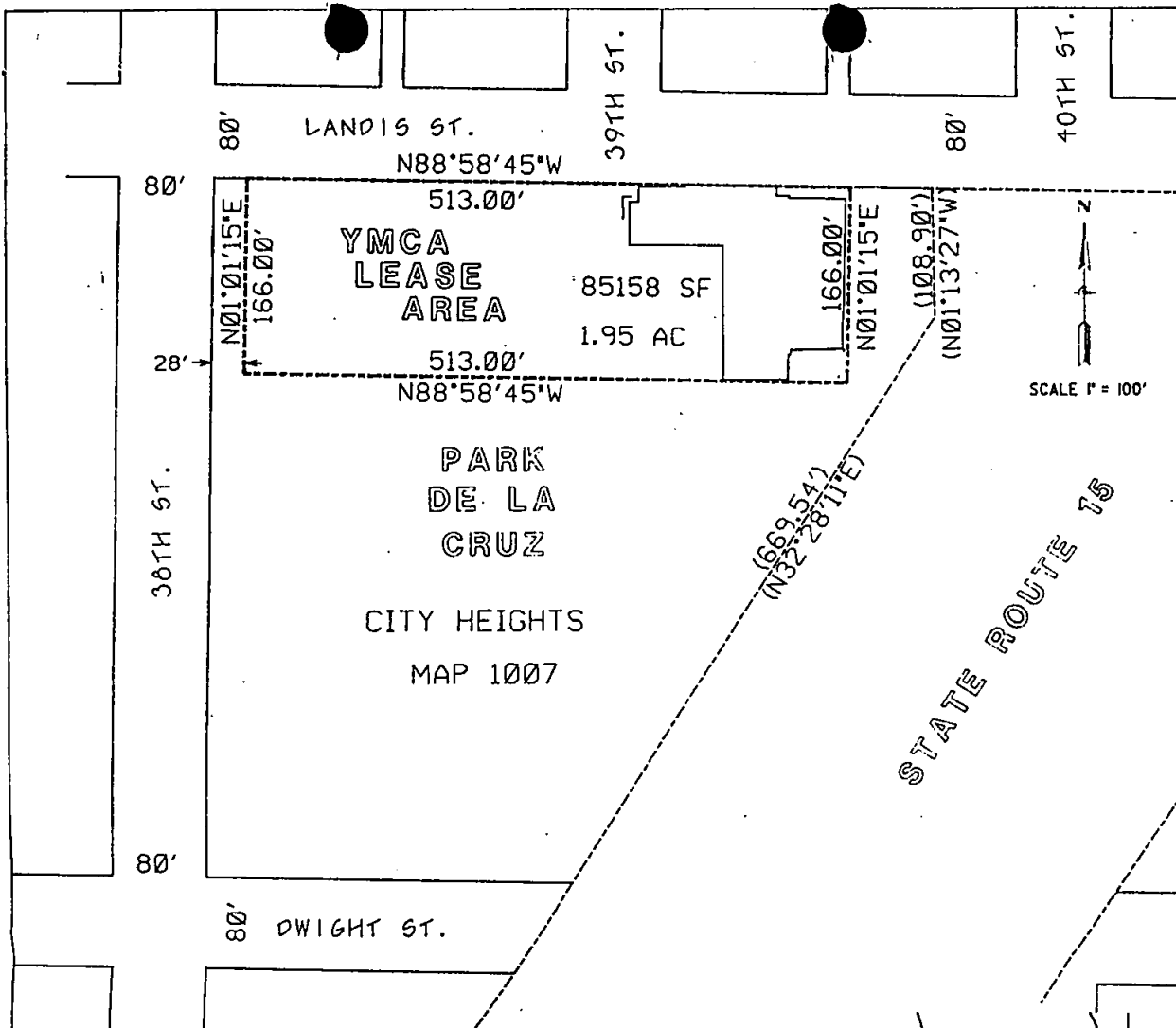
EXCEPTING THEREFROM THE WESTERLY 28 FEET.

CONTAINING: 1.95 ACRES, MORE OR LESS.

CITY DWG. NO. XXXX-B attached and made a part hereof.

PRELIMINARY

119404.dgn Mar. 22, 1995 10:08:17



BASIS OF BEARINGS

CITY OF SAN DIEGO
3RD ORDER HORIZONTAL
CONTROL STATIONS
'LANDIS 2' AND 'LANDIS 3'
(I.E. N 88°55'58"W)

LEGAL DESCRIPTION

THE NORTHERLY 166 FEET OF THE
WESTERLY 541 FEET OF PARK DE LA
CRUZ ACCORDING TO MAP NO 1007.
EXCEPTING THEREFROM THE
WESTERLY 28 FEET.

LEGEND

() = INDICATES RECORD
PER MS MAP 704

----- = INDICATES YMCA LEASE AREA

APN: 760-104-27

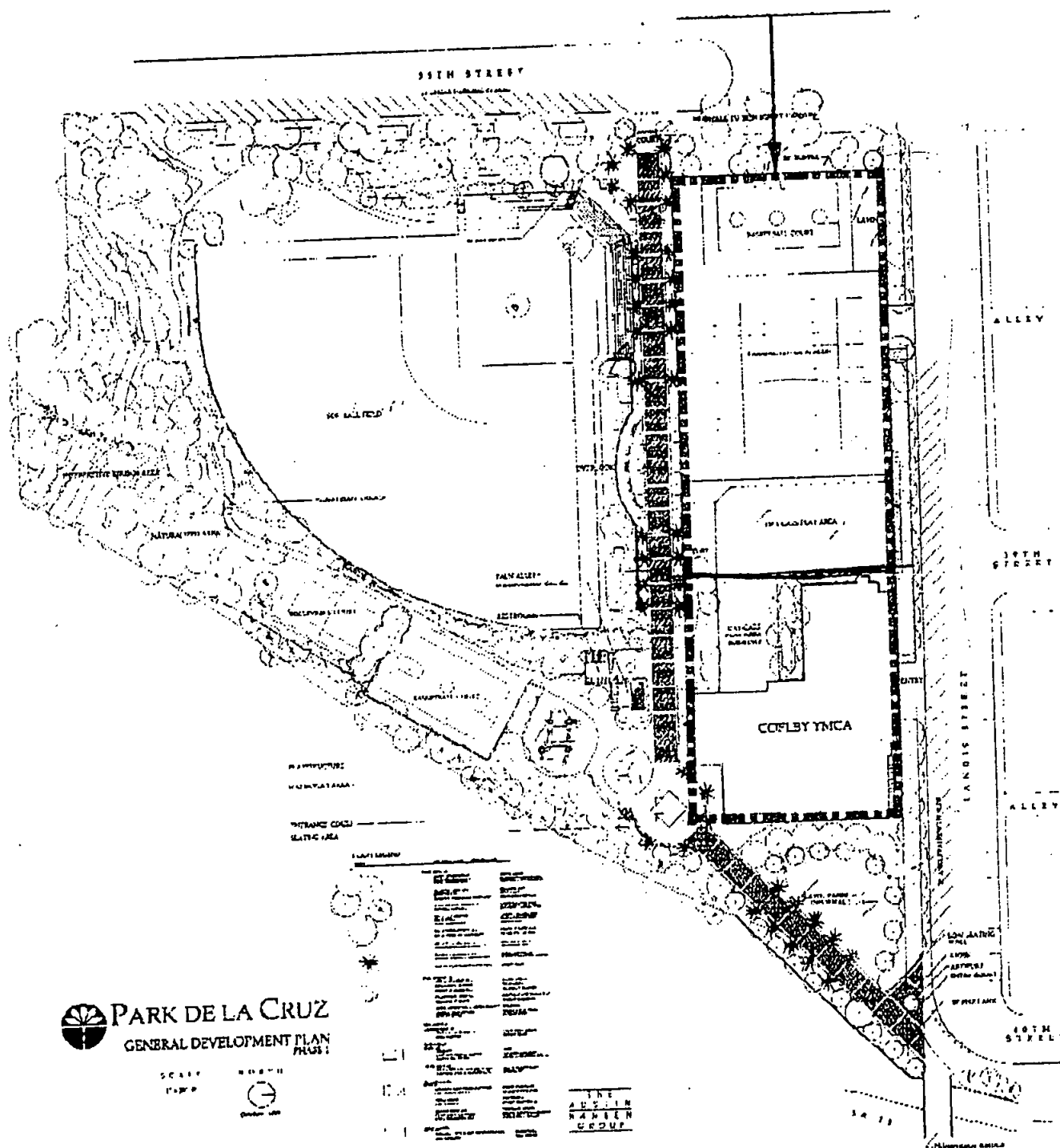
OWNER: THE CITY OF SAN DIEGO

PREPARED BY:

CITY OF SAN DIEGO
SURVEY /CADD SECTION
UNDER THE DIRECTION OF
GEORGE F. PARKINSON,
RCE 25902 (EXPIRES 12/31/98)

YMCA LEASE AREA

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	T.M.
ORIGINAL					SHEET 1 OF 1 SHEET	119404
					3/16/95	
					FOR CITY ENGINEER DATE	CONTROL CERTIFICATION
						210-1734
						LAMBERT COORDINATES
PRELIMINARY STATUS						- B



9.4 D. Corporate Directors.

1 <u>PENNY ALLEN</u>	21 <u>MURRAY HUTCHISON</u>	41 <u>PAUL RICHEY</u>
2 <u>CELIA BALLESTEROS</u>	22 <u>PAT HYNDMAN</u>	42 <u>SYLVIA RIOS</u>
3 <u>RICHARD BIGELOW</u>	23 <u>DAVID E. JANSSEN</u>	43 <u>JOHN M. ROBBINS</u>
4 <u>SOOK BOWER</u>	24 <u>GORDON JOHNS</u>	44 <u>DONALD ROON</u>
5 <u>DIRK BROEKEMA, JR.</u>	25 <u>HUBERT L. KALTENBACH</u>	45 <u>LAWRENCE W. SHEA</u>
6 <u>RICHARD CHAU</u>	26 <u>JAMES G. KENDRICK</u>	46 <u>JAMES SIMPSON</u>
7 <u>MILTON R. CHEVERTON</u>	27 <u>RONALD KENDRICK</u>	47 <u>BALLARD SMITH</u>
8 <u>VINCENT R. CIRUZZI</u>	28 <u>AL KERCHEVAL</u>	48 <u>ANTHONY M. SORGE</u>
9 <u>FREDERICK W. CLOSE, M.D.</u>	29 <u>HENRY M. KILLMAR</u>	49 <u>ROBERT A. TIOSVOLD</u>
10 <u>RICHARD A. COLLATO</u>	30 <u>JOSEPH MARTINEZ</u>	50 <u>RAY TWIGG</u>
11 <u>STEVE CONNER</u>	31 <u>THOMAS W. MC DANIEL</u>	51 <u>GILBERT VASQUEZ</u>
12 <u>JAMES M. COWLEY</u>	32 <u>ROBERT B. MC LEOD</u>	52 <u>ROBERT WATKINS</u>
13 <u>C. MICHAEL CROSS</u>	33 <u>RICHARD W. MEADS</u>	53 <u>HARVEY WHITE</u>
14 <u>CHARLES C. EDWARDS, M.D.</u>	34 <u>JOSE MUNOZ</u>	54 <u>JAMES R. WILLIAMS</u>
15 <u>HARRY D. FRELS</u>	35 <u>THOMAS F. NOON</u>	55 <u>WALTER J. ZABLE</u>
16 <u>LYLE GABRIELSON</u>	36 <u>OSCAR PADILLA</u>	
17 <u>ROBERT H. GOLDSMITH</u>	37 <u>RAYMOND PEIRCE</u>	
18 <u>RONALD E. HAHN</u>	38 <u>BERTHA PENDLETON, PH.D.</u>	
19 <u>WARNER HARRAH</u>	39 <u>ALAN R. PERRY</u>	
20 <u>KARLA C. HERTZOG</u>	40 <u>JAMES H. REED</u>	

9.5 E. Schedule of Rates and Charges

Current Programs of the Copley Family YMCA compiled from the Summer 1995 Summer Program and Membership Catalog. Program offerings are subject to change due to fluctuations in enrollment. Minor price changes occur based upon increased expenses (i.e. changes in minimum wage, utility and insurance)

Category	Program	Fees	Comments
Day Camps	Adventure Day Camp	\$100/\$120 per week	Summer program
	Splash Day Camp	\$115/\$140 per week	Summer program
	Summer Fun Days	\$20/\$28 per day	Summer program
	Sports Day Camp	\$49/\$59 per week	Summer program
	Martial Arts Camp	\$125/\$140 per week	Summer program
	Dance Camp	\$115/\$140 per week	Summer program
	Counselor--In-Training Camp	\$55/\$65 per week	Summer program
	Spring Vacation Day Camp	\$100/\$120 per week	Spring vacation
	Winter Vacation Day Camp	\$100/\$120 per week	Winter vacation
Overnight Camps	Magic Mountain Overnighter	\$60/\$70 per trip	Summer program
	Green Valley Falls Overnighter	\$45/\$55 per trip	Summer program
	La Jolla Indian Reservation	\$45/\$55 per trip	Summer program
	Disneyland Caravan	\$50 per trip	Summer program
	Universal Studio Caravan	\$45 per trip	Summer program
	Parent's Night Out	\$10 per day	Summer program
Licensed Childcare	Preschool	\$285/\$295 per month (partial week plans available)	Year-round program
	Afterschool Childcare (Grades 1-6)	\$185/\$205 per month (partial week plans available)	School year program
	Afterschool Childcare (Kindergarten)	\$215/\$240 per month (partial week plans available)	School year program
	Afterschool Childcare at Franklin School	\$190/\$215 per month	School year program
Youth Aquatics	Preschool Swim Lessons (Ages 1-5)	\$4/\$5.50 per lesson	Year-round program
	YMCA National Progressive Swim Lessons (Ages 5-15)	\$4/\$5.50 per lesson	Year-round program
	Swim Team	\$30/\$45 per month	Year-round program
	Recreational Swim	Free/\$1.00 per visit	Year-round program
	Swim Birthday Parties	\$6/\$10 per child	On demand

9.5 E. Schedule of Rates and Charges

Category	Program	Fees	Comments
Youth Aquatics	Neighborhood Swim Lessons	\$4/\$5.50 per lesson	Summer Program
Adult Aquatics	Aquacize (Water exercises)	Free/\$10 per class	Year-round program
	Adult Swim Lessons	\$4/\$5.50 per lesson	Year-round program
	Lap Swimming	Free/\$10 per visit	Year-round program
	Handicapped Swim	Free	Year-round program
	Adult Private Swim Lessons	\$40/\$60 per session	Year-round program
Physical Education	Martial Arts-Judo	\$15/\$20 per month	Year-round program
	Martial Arts-Tong Soo Do	\$7.50 per week	Year-round program
	Fitness Evaluations	\$10/\$15 per evaluation	Year-round program
	Men's Softball	\$300 per team per season	Year-round program
	Racquetball	free/\$10 per visit	Year-round program
	Strength Training Center	free/\$10 per visit	Year-round program
	Senior Stretch Class	free/\$5 per visit	Year-round program
	Senior Circuit Training	free/\$5 per visit	Year-round program
Family Programs	Y-Indian Guide Program	\$40 annual dues	Year-round program
Membership	Adult	\$18 per month	Year-round program
	Family	\$28.50 per month	Year-round program
	1 Parent Family	\$19.50 per month	Year-round program
	Dual	\$28.50 per month	Year-round program
	Senior	\$14 per month	Year-round program
	Student	\$14 per month	Year-round program
	Teen	\$11.50 per month	Year-round program
	Youth	\$65 per year	Year-round program
	Joiner fees	\$45 initiation fee	Year-round program
Community Service Programs	YMCA Individual Counseling	Sliding Scale based upon ability to pay	Year-round program
	YMCA Family Counseling	Sliding Scale based upon ability to pay	Year-round program
	Pryde Program-Youth Gang and Drug Prevention	Free, enrollment by referral	Year-round program
	YMCA Family Stress Center: Child Abuse Prevention, Counseling	Sliding Scale based upon ability to pay	Year-round program
	Juvenile Crisis Program	free, enrollment by referral	Year-round program
	Shelter of Runaways	free, enrollment by referral	Year-round program

9.5.E. Schedule of Rates and Charges

FUTURE PROGRAMS IN EXPANDED BRANCH

Program	Fees	Comments
Midnight Basketball Program	To be determined	Seasonal, Evenings
Cultural Pride/Development Program	To be determined	Year-round program
Youth Sports Center	To be determined	Seasonal

9.6 F Schedule of Days and Hours of Operation

General Facility Hours of Operation

Monday-Friday, 6am-8:30pm

Saturdays, 7am-5pm

Sundays, 10am-2pm

Holiday Closures: The YMCA is closed on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Easter Sunday, and Memorial Day.

Category	Program	Day/Hours of Operation
Day Camps	Adventure Day Camp	Monday-Friday, 6:30am-6:00pm
	Splash Day Camp	Monday-Friday, 6:30am-6:00pm
	Summer Fun Days	
	Sports Day Camp	Monday-Friday, 6:30am-6:00pm
	Martial Arts Camp	Monday-Friday, 6:30am-6:00pm
	Dance Camp	Monday-Friday, 6:30am-6:00pm
	Counselor--In-Training Camp	Monday-Friday, 6:30am-6:00pm
	Spring Vacation Day Camp	Monday-Friday, 6:30am-6:00pm
	Winter Vacation Day Camp	Monday-Friday, 6:30am-6:00pm
Overnight Camps	Magic Mountain Overnighter	Date of departure, 8am ; return the next day by 1pm
	Green Valley Falls Overnighter	Date of departure, 8am , return the next day by 1pm
	La Jolla Indian Reservation	Date of departure, 8am , return the next day by 1pm
	Disneyland Caravan	Depart at 8am, return at 8pm, same day
	Universal Studio Caravan	Depart at 8am, return at 8pm, same day
	Parent's Night Out	Selected Friday evenings, 6-10pm
Licensed Childcare	Preschool	Monday-Friday, 6:30am-6:00pm
	Afterschool Childcare (Grades 1-6)	Monday-Friday, school dismissal time to 6:00pm (transportation provided)
	Afterschool Childcare (Kindergarten)	Afterschool Childcare at Franklin School (transportation provided)
	Afterschool Childcare at Franklin School	Afterschool Childcare at Franklin School (transportation provided)
	Before School Care	6:30am to school start time (transportation provided)

9.6 F Schedule of Days and Hours of Operation

Category	Program	Day/Hours of Operation
Youth Aquatics	Preschool Swim Lessons (Ages 1-5)	Monday-Friday 2:30pm (summer) Saturday 8-11am
	YMCA National Progressive Swim Lessons (Ages 5-15)	Monday-Friday 2:30pm (summer) Saturday, 8-11am
	Swim Team	Monday-Thursday, 4-5pm
	Recreational Swim	Monday-Friday, 1:30-2:30pm (summer), Saturday 1:30-3:00, Sunday 12-1:30pm
	Swim Birthday Parties	on demand
	Neighborhood Swim Lessons	Monday-Thursdays (Summer), hours vary from pool to pool
Adult Aquatics	Aquacize (Water exercises)	Monday-Friday, 8, 8:45 and 11am
	Adult Swim Lessons	Saturday 9:30am, Monday/Wednesday 7:45pm, Tuesday, Thursday 10:15am
	Lap Swimming	Monday-Friday, 6-8am, 12-1:30pm, 5-7pm; Saturday 7-8am, 12-1:30pm, Sunday 10:30am-Noon
	Handicapped Swim	Fridays 3:30-5:00pm
	Adult Private Swim Lessons	on demand
Physical Education	Martial Arts-Judo	Monday/Wednesday 6:30-8:45pm
	Martial Arts-Tong Soo Do	Tuesday/Thursday, 7:30-8:30pm; Monday/Wednesday 3:30-4:30pm
	Fitness Evaluations	by appointment
	Men's Softball	Seasonally
	Racquetball	during regular open hours by reservation
	Strength Training Center	during regular open hours
	Senior Stretch Class	Tuesday/Thursday 9:30am
	Senior Circuit Training	Tuesday/Thursday 10am
Family Programs	Y-Indian Guide Program	Meets monthly at off site locations
Membership	Adult	Monday-Friday 6am-8:30pm, Saturday, 7am-5pm, Sunday 10am-2pm
	Family	Monday-Friday 6am-8:30pm, Saturday, 7am-5pm, Sunday 10am-2pm

9.6 F Schedule of Days and Hours of Operation

Category	Program	Day/Hours of Operation
Membership	1 Parent Family	Monday-Friday 6am-8:30pm, Saturday, 7am-5pm, Sunday 10am-2pm
	Dual	Monday-Friday 6am-8:30pm, Saturday, 7am-5pm, Sunday 10am-2pm
	Senior	Monday-Friday 6am-8:30pm, Saturday, 7am-5pm, Sunday 10am-2pm
	Student	Monday-Friday 6am-8:30pm, Saturday, 7am-5pm, Sunday 10am-2pm
	Teen	Monday-Friday 6am-8:30pm, Saturday, 7am-5pm, Sunday 10am-2pm
	Youth	Monday-Friday 6am-8:30pm, Saturday, 7am-5pm, Sunday 10am-2pm
	Joiner fees	Monday-Friday 6am-8:30pm, Saturday, 7am-5pm, Sunday 10am-2pm
Community Service Programs	YMCA Individual Counseling	As needed, on demand by appointment
	YMCA Family Counseling	As needed, on demand by appointment
	Pryde Program-Youth Gang and Drug Prevention	Monday-Friday 2-6pm, Saturdays 8-5pm
	YMCA Family Stress Center: Child Abuse Prevention, Counseling	As needed, on demand by appointment
	Juvenile Crisis Program	As needed, on demand by appointment
	Shelter of Runaways	As needed, on demand

FUTURE PROGRAMS IN EXPANDED BRANCH

Program	Days/Hours of Operation
Midnight Basketball Program	To be determined
Cultural Pride/Development Program	To be determined
Youth Sports Center	To be determined

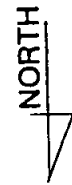
Development Plan

Site Development Plan Phase I attached depicts the YMCA facility as it now exists and will exist during the first months of the lease term. As CalTrans carries out its work in Park de la Cruz, the easterly "Existing Parking" and the "Existing Child Care Area" will be eliminated.

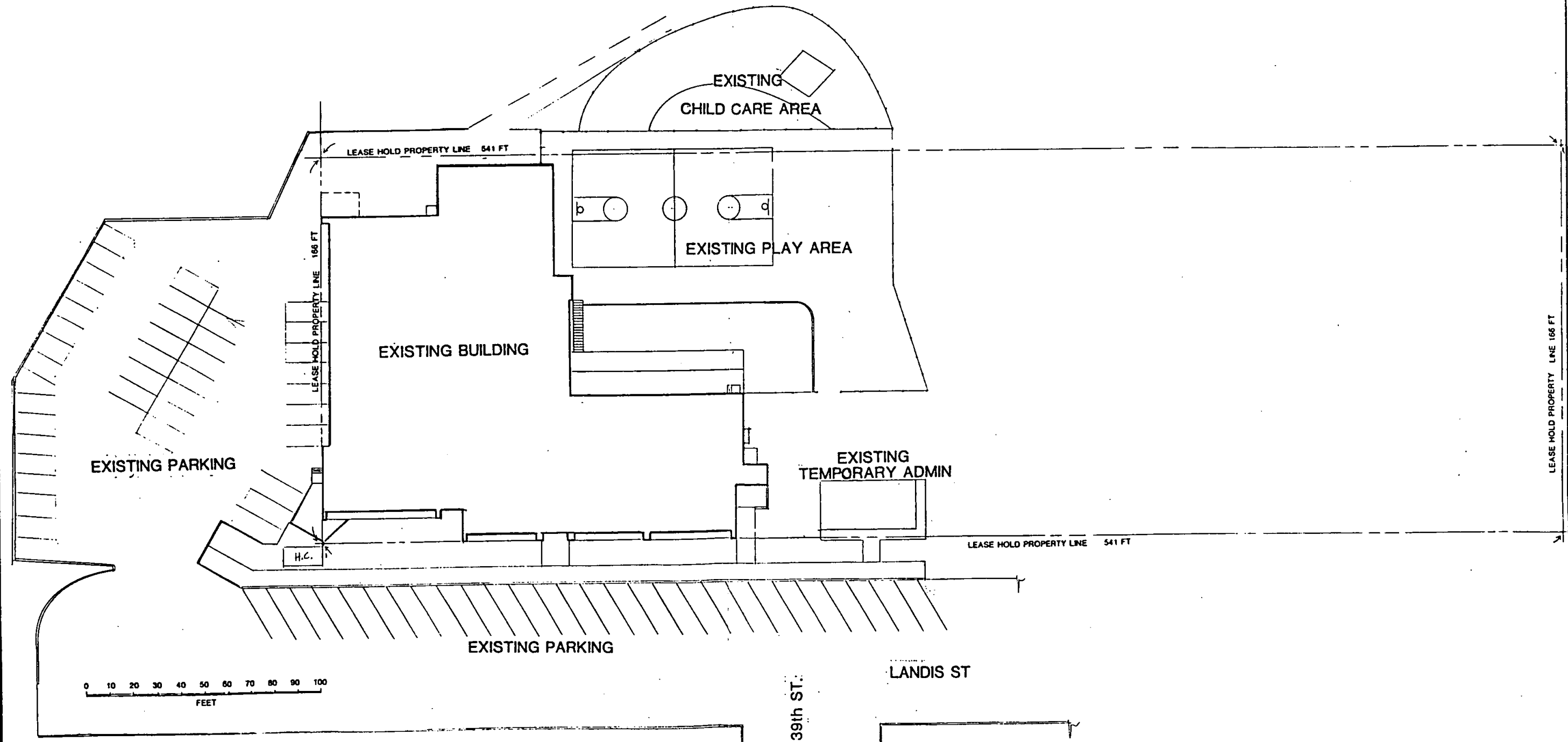
Site Development Plan Phase II attached depicts (i) the elimination of the "Existing Parking" and "Existing Child Care Area," (ii) construction of a "New Youth Center (gym)," "New Parking" by CalTrans and "New Basketball Court" by City. It is presently contemplated that Phase II will be completed by January 1, 1998.

Site Development Plan Phase III attached depicts construction of "New Addition Youth Center," "New Pool Area," "New Locker Rooms," "New Administration," "Multi-purpose Room," "New Under Building Parking" "Cross Training Room" and "Cut & Cover Parking." All or part of "Multi-purpose Room," "New Locker Rooms" and "Cross Training Room" will be above a portion of "New Under Building Parking." Timing at Phase III construction is presently unknown, since the same is dependant on YMCA fund raising efforts. It is presently contemplated that such construction will occur in 10 to 15 years.

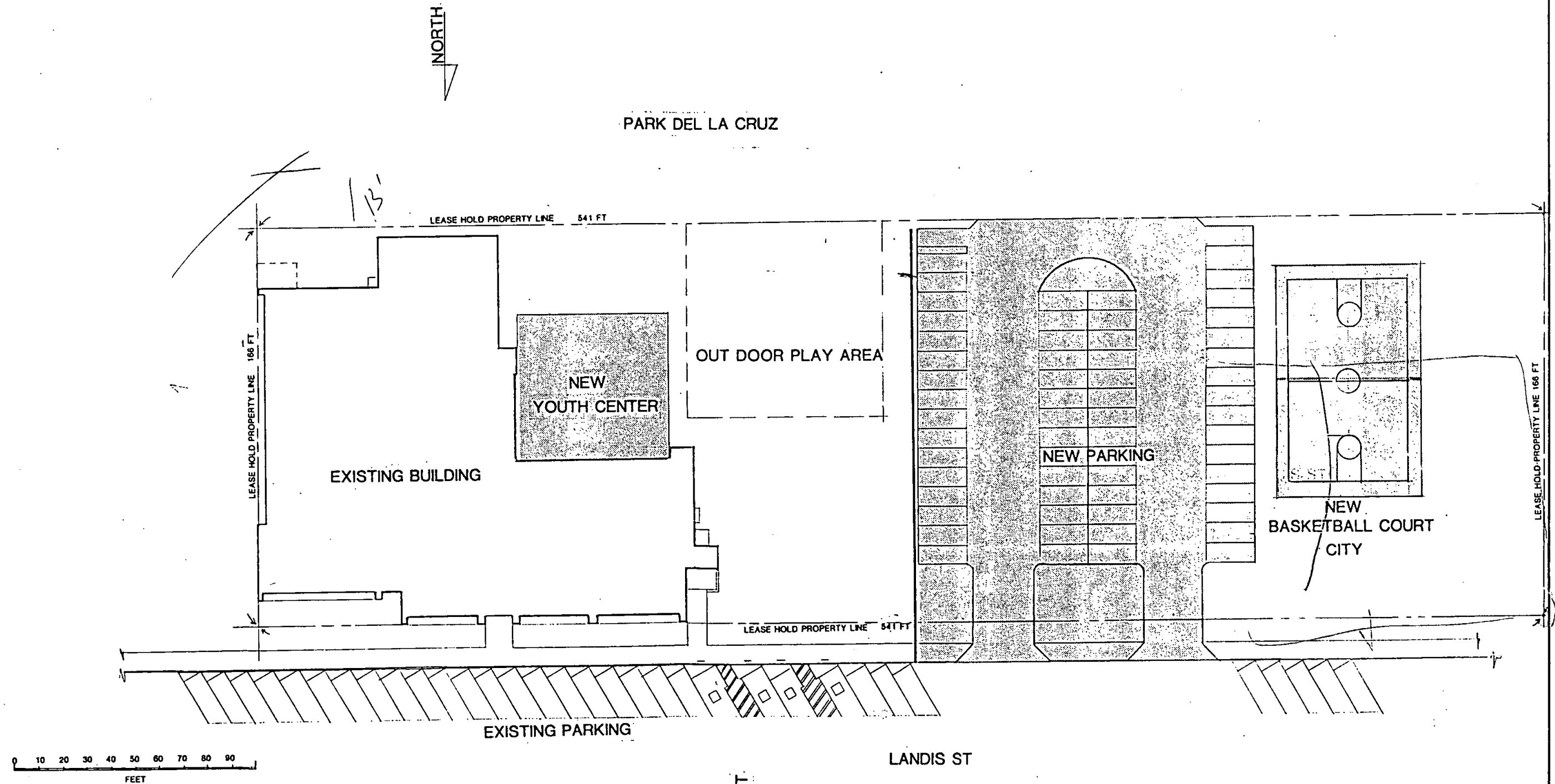
The attached Site Development Plans are schematic only. All subsequent design documents must be approved by City.



PARK DEL LA CRUZ



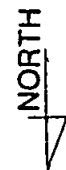
WORK ORDER NO.	COPLEY YMCA 3901 LANDIS ST. SAN DIEGO, CA., 92105 YMCA OF SAN DIEGO COUNTY 4715 VIEWRIDGE AVE SAN DIEGO, CA. 92123	SITE PLAN	CONTACT JOHN MARCIANO (619)-292-4034	REVISIONS DATE 7-3-95 BY JAM	DESIGN BY: JAM 6-28-95	SHEET NO. A-1 1 OF 3
JOB FILE NO.				CHECKED BY:		
SCALE 1" = 20'-0"				APPROVED BY: JAM DATE 6-27-95		



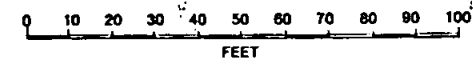
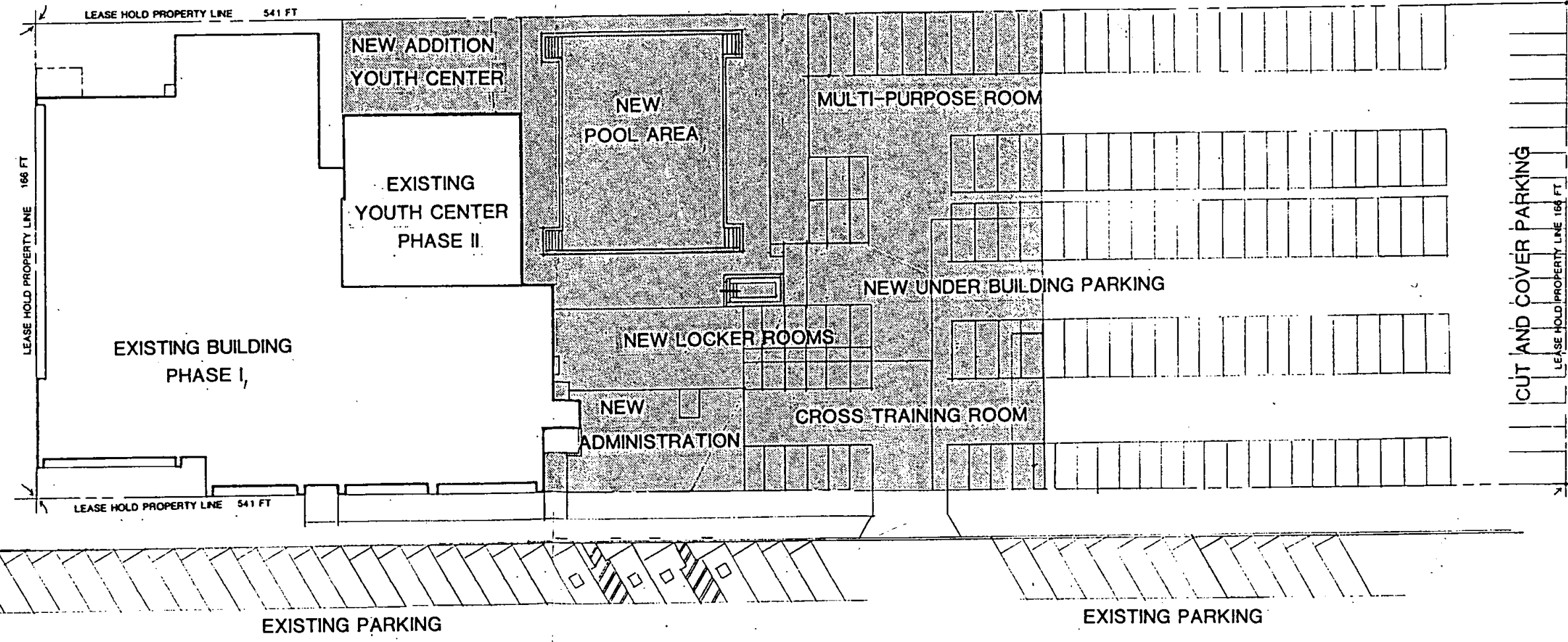
WORK ORDER NO.	COPLEY YMCA 3901 LANDIS ST. SAN DIEGO, CA., 92105 YMCA OF SAN DIEGO COUNTY 4715 VIEWRIDGE AVE SAN DIEGO, CA. 92123	CONTACT JOHN MARCIANO (619)-292-4034	REVISIONS	DESIGN BY:	SHEET NO. A-2 2 OF 3
JOB FILE NO.			DATE 7-5-95 BY JCM	CHECKED BY:	
SCALE			APPROVED BY: [Signature] DATE 6-27-95		

1" = 20'-0"

SITE PLAN



PARK DEL LA CRUZ



EXISTING PARKING

EXISTING PARKING

39th ST

LANDIS ST

WORK ORDER NO. _____	COPLEY YMCA 3901 LANDIS ST. SAN DIEGO, CA., 92105 YMCA OF SAN DIEGO COUNTY 4715 VIEWRIDGE AVE SAN DIEGO, CA. 92123	SITE PLAN	CONTACT JOHN MARCIANO (619)-292-4034	REVISIONS DATE <u>7-5-95</u> BY <u>JOM</u>	DESIGN BY: <u>JOM</u> <u>6-28-95</u>	SHEET NO. A-3 <u>1</u> OF <u>3</u>
JOB FILE NO. _____				CHECKED BY: _____		
SCALE <u>1" = 20' - 0"</u>				APPROVED BY: <u>John Perry</u> DATE <u>6-27-95</u>		

(O-96-26)

18210

ORDINANCE NUMBER O-_____ (NEW SERIES)

ADOPTED ON **SEP 11 1995**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO
EXECUTE A 25-YEAR LEASE AGREEMENT WITH THE
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN
DIEGO COUNTY FOR THE OPERATION OF A
RECREATION CENTER AT 3901 LANDIS STREET

BE IT ORDAINED, by the Council of The City of San Diego, as
follows:

Section 1. That the City Manager is hereby authorized to
execute, for and on behalf of The City of San Diego, a 25-year
lease agreement (with a qualified option for an additional 20-
years) with the YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN DIEGO
COUNTY (YMCA), for the operation of a recreation center at 3901
Landis Street, under the terms and conditions set forth in that
lease agreement on file in the office of the City Clerk as
Document No. OO- **18210**.

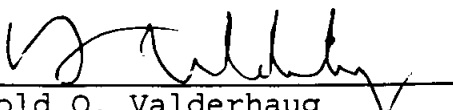
Section 2. That this continuing public recreation use shall
not require a Conditional Use Permit.

Section 3. That the Council hereby approves the inclusion
of public parking spaces located on Landis Street within the
YMCA's parking plan.

Section 4. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Chief Deputy City Attorney

HOV:ps
08/01/95
Or.Dept:REA
Job:220365
O-96-26

Passed and adopted by the Council of The City of San Diego on _____ by the following vote:

YEAS: Mathis, Harvey, Kehoe, Stevens, Warden, Stallings, McCarty, Vargas,
Mayor Golding.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: MAYDELL L. PONTECORVO, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-18210 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on August 14, 1995 and on September 11, 1995.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Maydell L. Pontecorvo, Deputy

ADOPTION AGENDA, CONSENT ITEMS (Continued)

RESOLUTIONS (Continued):

file

YMCA/04

* ITEM-120:

SUBJECT: Copley Family YMCA - Renovation Design.
(Mid-City Community Area. District-3.)

CITY MANAGER'S RECOMMENDATION:

Adopt the following resolution:

(R-96-915)

Authorizing a first amendment to the agreement with the YMCA of San Diego County, for design of their facility renovation and expansion at 3901 Landis Street;

Authorizing the expenditure of not to exceed \$50,000 from CDBG Fund 18530, Dept. 4082, Org. 8212, J.O. 112539.

CITY MANAGER SUPPORTING INFORMATION:

The Copley Family YMCA, a non-profit organization, is a branch of the San Diego County YMCA. Copley Family YMCA is located at 3901 Landis Street, and has been serving the low and moderate income families in Mid-City communities since 1944. In addition to the health and fitness center, Copley Family YMCA also provides child care services (licensed for 112 children). In order to meet the needs of Mid-City's growing communities, and also to make this facility accessible to disabled persons and comply with Americans with Disabilities Act (ADA), it has become necessary to renovate and expand the existing facility. On May 29, 1994, City Council adopted Resolution No. R-283845 granting \$25,000 of CDBG funding for this project. On October 3, 1994, City Council adopted Resolution No. R-284711 authorizing the expenditure of \$25,000. On May 1, 1995, City Council adopted Resolution No. R-286585 granting an additional \$50,000 of CDBG funding for this project. This action will allow the \$50,000 to be used to complete the design of this project.

FISCAL IMPACT:

The entire project will be funded by CDBG Program Funds. City administrative costs have been retained.

Loveland/Belock/PB

Aud. Cert. 9600837.

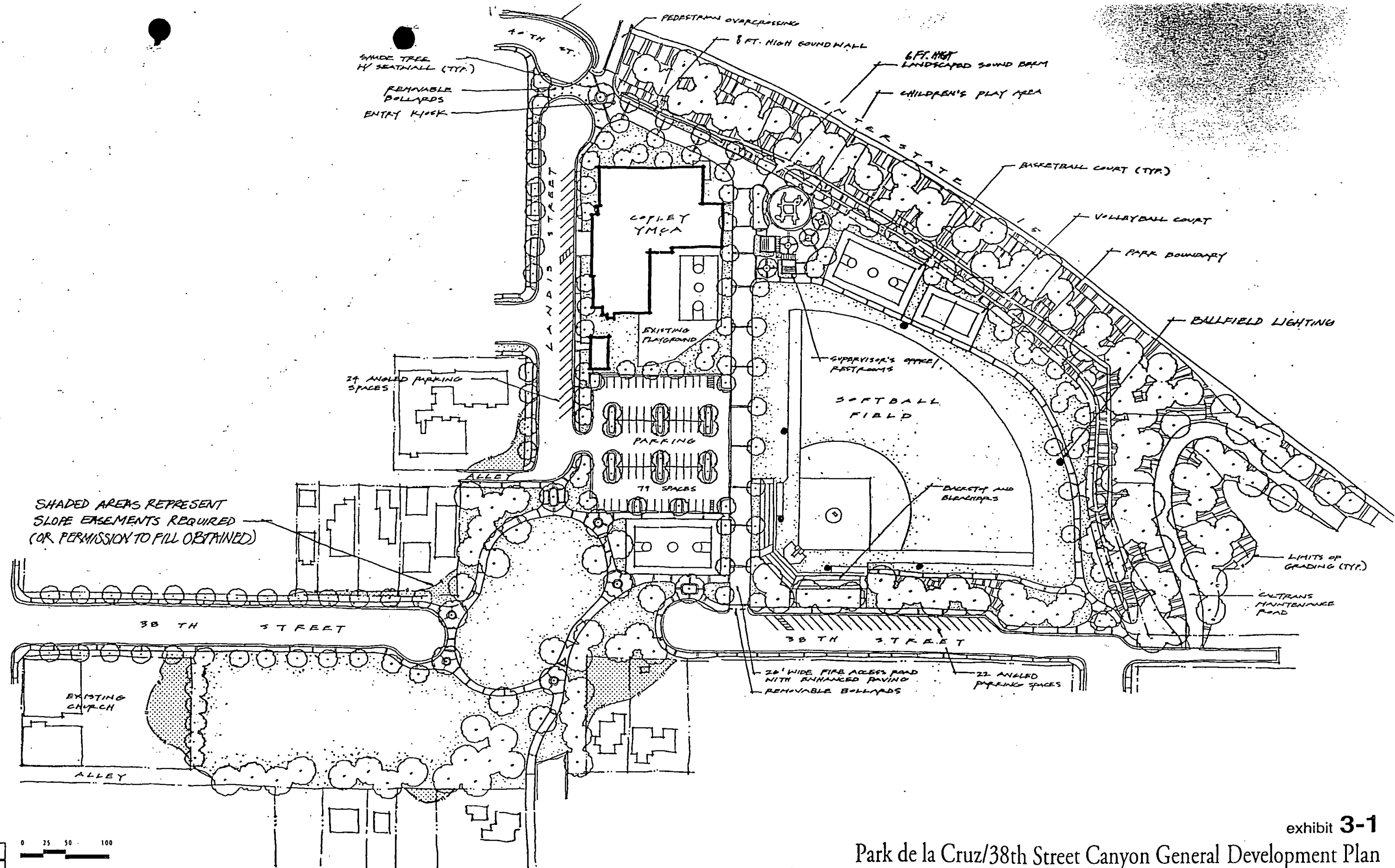


exhibit 3-1
Park de la Cruz/38th Street Canyon General Development Plan

State Route 15 Mid-City Parks Project EIR

SOURCE: California Department of Transportation, 1994.

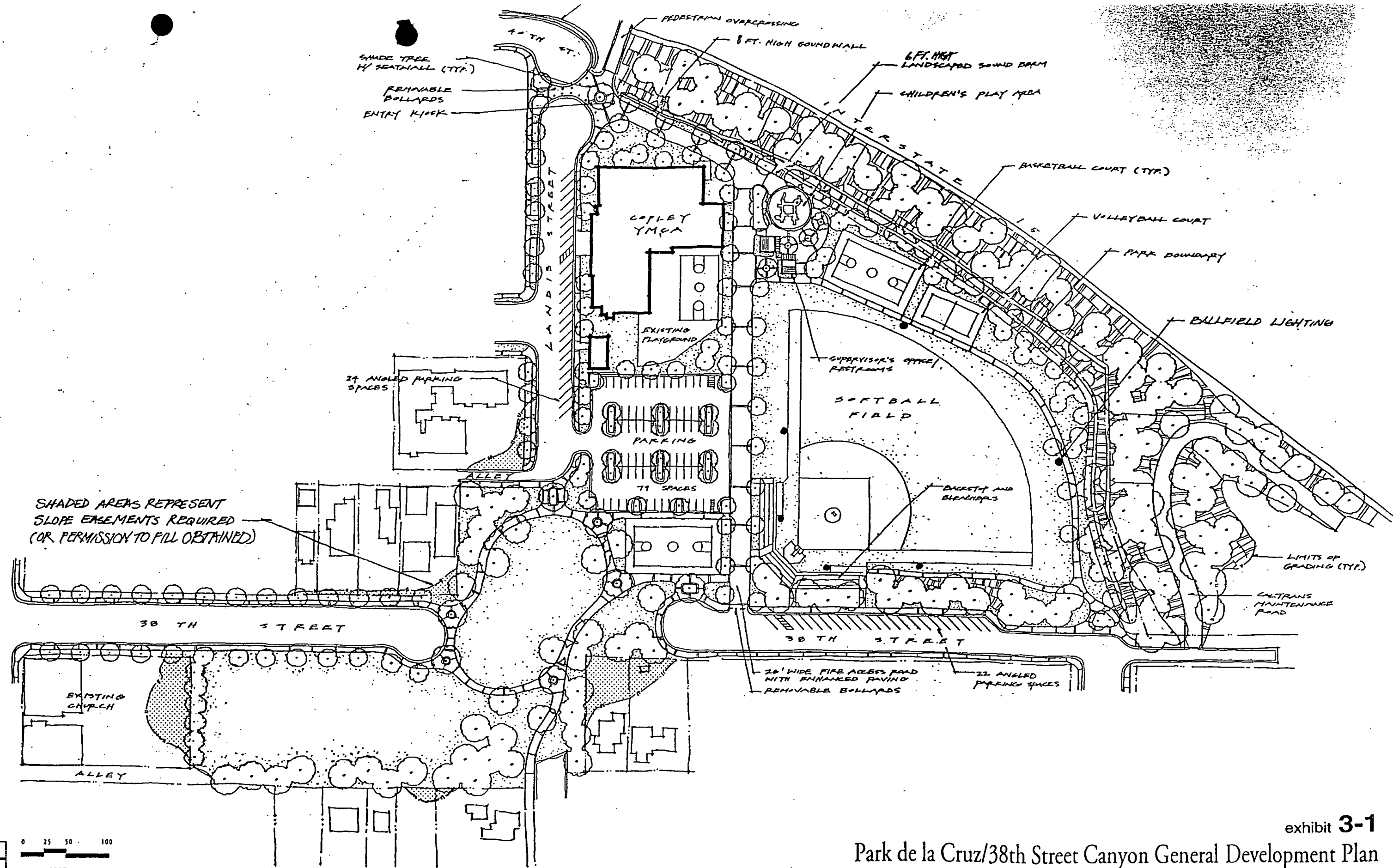


exhibit **3-1**

Park de la Cruz/38th Street Canyon General Development Plan

State Route 15 Mid-City Parks Project EIR

SOURCE: California Department of Transportation, 1994.

CALTRANS - GEN'L DEVELOPMENT PLAN