

DUPLICATE

**SECOND AMENDMENT TO AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET**

This Second Amendment to AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET ("Second Amendment") is dated effective as of 9/25, 2019 ("Effective Date"), and is entered into by and between Calico, LLC, a California limited liability company, and Catitude, LLC, a Hawaii limited liability company (together "Lessor") and The City of San Diego ("Lessee"), a California municipal corporation. Lessor and Lessee are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET dated February 1, 2017 (the "Original Lease"), on file with the Office of the San Diego City Clerk as Document No. OO-201815, as amended by that certain First Amendment to Air Commercial Real Estate Association Standard Industrial/Commercial Single-Tenant Lease--Net dated August 8, 2018 (the "First Amendment"), on file with the City of San Diego's Real Estate Assets Department (collectively the Original Lease and the First Amendment shall be referred to hereafter as the "Lease"), to lease the property located at 7950, 8048-8050 Othello Avenue in the county of San Diego and the state of California ("Premises"); and

WHEREAS, the Parties wish to amend the Lease as set forth below

DOCUMENT NO. 00-21131

FILED SEP 10 2019

**OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA**

AGREEMENT

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree to amend the Lease as follows:

1. Paragraph 1.3 of the Lease is hereby amended and restated in its entirety and shall hereafter be and read as follows:

"Term: 15 (fifteen) years and zero (0) months ("Original Term") commencing October 1, 2017 ("Commencement Date") and ending 180 months after Commencement Date ("Expiration Date"). (See also Paragraph 3)."

2. The first sentence in Paragraph 1.5 of the Lease is hereby amended and restated in its entirety and shall hereafter be and read as follows:

"Base Rent: \$63,000 per month ("Base Rent") payable on the first day of each month commencing October 1, 2017."

3. Paragraph 51 of the Addendum to the Lease is hereby amended and restated in its entirety and shall hereafter be and read as follows:

"BASE RENT: The Base Rent payable by Lessee for the Premises during the Original Lease Term shall increase 3% annually as follows:

SECOND AMENDMENT

<u>Year of Term</u>	<u>Monthly Base Rent</u>
1	\$63,000
2	\$64,890
3	\$66,837
4	\$68,842
5	\$70,907
6	\$73,034
7	\$75,225
8	\$77,482
9	\$79,807
10	\$82,201
11	\$84,667
12	\$87,207
13	\$89,823
14	\$92,518
15	\$95,293

4. Paragraph 52 of the Addendum to the Lease is hereby amended and restated in its entirety and shall hereafter be and read as follows:

“TENANT IMPROVEMENTS: Lessor shall perform the design of the Tenant Improvements and building modifications as further set forth in attached Exhibit E-1 – DESIGN AGREEMENT.”

5. Paragraph 55 of the Addendum to the Lease is hereby amended and restated in its entirety and shall hereafter be and read as follows:

“OPTION TO EXTEND: Lessee shall have three (3) Options to Renew the Lease for additional terms of five (5) years each. Lessee shall notify Lessor in writing of its intent to renew no earlier than Twelve (12) months and no later than nine (9) months prior to the expiration of the Term. The starting Monthly Base Rent for each option term will be fair market value as determined by a third party independent appraisal method. (See attached Exhibit B).”

6. Paragraph A of Exhibit B to the Lease entitled “OPTION(S) TO EXTEND, STANDARD LEASE ADDENDUM” is hereby amended and restated in its entirety and shall hereafter be and read as follows:

“A. OPTION(S) TO EXTEND: Lessor hereby grants to Lessee the option to extend the term of this Lease for three (3) additional five (5) year period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

- (i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 9 but not more than 12 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.
- (ii) The provisions of paragraph 39, including those relating to Lessee’s Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.
- (iii) Except for the provisions of this Lease granting an option or options to extend and the provisions of this Lease pertaining to early possession, Tenant Improvements, and any delay of possession or payment regarding the same term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

SECOND AMENDMENT

- (iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee.
- (v) The monthly rent for each month of the option period shall be calculated using Market Rental Value Adjustment(s) (MRV) as follows:
 - 1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:
 - (a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or
 - (b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:
 - (i) Within 30 days thereafter, Lessor and Lessee shall each select an independent third party appraiser or broker of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.
 - (ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.
 - (iii) If either of the Parties fails to appoint an arbitrator within the specified 30 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.
 - (iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, ie the one that is NOT the closest to the actual MRV.
 - 2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but not limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.
 - 3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.
- (vi) Upon the establishment of each New Market Rental Value:
 - 1) The new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and
 - 2) The first month of each Market Rental Value term shall become the new "Base Rent" for the purpose of calculating any further Adjustments.

7. Exhibit E to the Lease entitled "WORK LETTER" is hereby deleted in its entirety and replaced with Exhibit E-1, entitled "DESIGN AGREEMENT," attached to this Second Amendment.

8. Miscellaneous

a. Except as provided in this Second Amendment, all terms used in this Second Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Lease.

SECOND AMENDMENT

b. This Second Amendment embodies the entire agreement between the Parties with respect to the amendment of the Lease. In the event of any conflict or inconsistency between the provisions of the Lease and this Second Amendment, the provisions of this Second Amendment shall control and govern.

c. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Lease remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Second Amendment shall not, in any manner impair the Lease, the purpose of this Amendment being simply to amend the Lease, as hereby amended, and to confirm and carry forward the Lease, as hereby amended, in full force and effect.

d. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Copies and "pdf" s shall be considered the equivalent of original signatures.

e. This Second Amendment (including each exhibit, schedule and addendum attached thereto, as well as all documents and other materials incorporated by reference) shall only be modified or amended by an instrument in writing signed by all Parties.

f. Each party, and each individual on behalf of each party signing this Amendment, represents that it has the full legal power, authority and right to execute, deliver and perform its obligations under this Second Amendment, and each party's performance hereunder and the transaction contemplated hereby have been duly authorized by all requisite actions on the part of such party and no remaining action is required to make this Second Amendment binding.

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Second Amendment effective as of the Effective Date.

LESSOR:

Calico, LLC, a California limited liability company

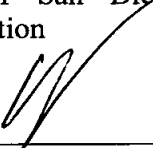
By: 

Its: Managing Officer

Date: _____

LESSEE:

City of San Diego, a California municipal corporation

By: 

Its: City Manager

Date: 9/25/19

Catitude, LLC, a Hawaii limited liability company

By: 

Its: Manager

Date: _____

EXHIBIT E-1

DESIGN AGREEMENT

THIS DESIGN AGREEMENT, dated _____, 2019 is by and between Calico, LLC and Catitude, LLC ("Lessor"), and, The City of San Diego, a California municipal corporation ("Lessee").

1. Definitions. The terms used in this Design Agreement shall have the meanings as defined in the Lease dated February 1, 2017, by and between Lessor and Lessee (the "**Lease**").
2. Tenant Improvement Design.
 - (a) Lessor, for Lessee's approval, which approval shall not be unreasonably withheld, shall provide the complete design for the Tenant Improvement, which shall conform to Lessee's planned use of the Premises as summarized in the attached Attachment 1 to Exhibit E-1 and will be set forth in more detail by Lessee.
 - (b) The Lessee shall reimburse Lessor approximately \$60,000, within 30 calendar days of receipt of an invoice, for the actual design consulting cost incurred with an architect and paid by Lessor. A copy of the architect invoices to be included with the invoice to Lessee.
 - (c) The Lessee shall pay Lessor an amount not to exceed \$751,286 ("NTE") for the complete design of the Tenant Improvements. The amount of the NTE is contingent upon the completion of the design within 11 months of City authorizing the Lessor to proceed with design. If there are any material changes to the design or if the design of the Tenant Improvements is not complete in 11 months from authorization to proceed with design, the parties will agree on an equitable adjustment to the NTE. The Design fee includes an additional services allowances of \$45,519 to be used for Lessee requested design changes and up to \$75,000 for City building and plan check fees. All unused funds in allowance shall be retained by Lessee at the completion of project.
 - (d) After completed the following milestones, Lessee shall pay the Lessor, within 30 calendar days of receipt of an invoice, the following amounts:
 - i. The Lessee shall pay the Lessor \$82,396 after the Lessor completes the following:
 - a. Submits the schematic Design as detailed in paragraph 1 of section IX in Attachment 1.
 - ii. The Lessee shall pay the Lessor \$111,472 after the Lessor completes the following:
 - a. Submits the Design Development Drawings as detailed in paragraph 1 of section IX in Attachment 1.
 - iii. The Lessee shall pay the Lessor \$386,899 after the Lessor completes the following:
 - a. Submits the following submittals:
 1. Construction Documents identified in paragraph 3 of section IX of Attachment 1
 2. Building Permit applications

3. Detailed Cost estimate for construction

- iv. The Lessee shall pay the Lessor \$50,000 after the Lessor completes the following:
 - a. The Building Permit is issued for design scope defined in this document

(e) During design, Lessor and Lessee's Representative (as defined below) shall confer periodically regarding the progress of the Work, will work with Lessor's architect in the development of the design and approve the Lessor's submittals. Lessee's designated representative for the Tenant Improvements is _____ ("**Lessee's Representative**"). Lessee shall provide Lessor with written notice of its disapproval of the submittals within fifteen (15) business days after receipt of the submittal from Lessor, which disapproval, if given, will not be unreasonable. If Lessor does not receive written notice from Lessee of its disapproval within fifteen (15) business days after receipt, the submittals will be deemed approved by Lessee.

4. Termination for Convenience. Lessee may at its sole discretion terminate the Tenant Improvements in whole or in part for convenience by sending written notice to the Lessor. Lessee shall be responsible for paying the Lessor for the cost of design and work performed to the date of termination. Lessee shall be not obligated to pay for the lost profits of any the Lessor's contractors, subcontractors or other contracted third parties.

IN WITNESS WHEREOF, the parties have executed this Design Agreement as of the date first above written.

LESSOR:

Calico, LLC, a California limited liability company

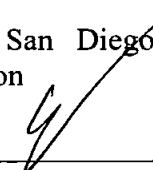
By: 

Its: Managing Officer

Date: 7/15/2019

LESSEE:

City of San Diego, a California municipal corporation

By: 

Its: Director, Public Works

Date: 9/25/19

Catitute, LLC, a Hawaii limited liability company

By: 

Its: Manager

Date: 7/15/2019

ATTACHMENT 1 TO EXHIBIT E-1

The City of San Diego is in need of a fully functional heavy duty fire apparatus maintenance facility at 7950, 8048-8050 Othello Ave San Diego California 92111 for its Fleet Operations Department. This facility will allow the Administration and Maintenance staff to maintain the City of San Diego's fleet of heavy fire apparatus vehicles as well as the Fleet Operations support vehicles. Part 1 of this document lists the estimated services needed by the City of San Diego to deliver the facility concept design plans (Figures 1 and 2). The facility's programming needs are referenced in Part 2 of this attachment ("Programming Needs") and shall be the basis for the design and construction of the facility.

PART 1 – SERVICES NEEDED

Provide all services to complete design, permitting, and utility coordination for a fully functional heavy duty fire apparatus maintenance facility meeting all federal, state and local laws and standards. The Kearny Mesa Repair Facility shall be designed to be fully functional in every capacity with requirements equal to or exceeding the current fleet repair facility located at 8323 Miramar Pl, San Diego CA 92121.

I. Permit Requirements

All required permits shall be obtained for the construction of this facility, including but not limited to the following:

- A. Building Permits
- B. Demolition permit
- C. Meeting MS4 (storm water) permit requirements
- D. Additionally, Contractor or Design/Builder will be responsible for all construction related permits, including:
 - 1. CalOSHA related permits for construction activities
 - 2. APCD (demolition), permit
 - 3. Electrical and Mechanical subcontractor trade permit
 - 4. Generator permit
 - 5. Project Specific Health and Safety Plan
 - 6. Traffic Permits

II. Leadership in Energy and Environmental Design (LEED) Certification, if required.

Building A of the Facility shall meet the requirements of the U.S. Green Building Council LEED program for silver level certification, per City Council Sustainable Building Policy 900-14 (2010). This policy establishes the goal of achieving LEED Silver Certification for all new City facilities and major building renovations over 5,000 ft². In addition, it sets the following requirements:

- A. Energy efficiency 15% better than California Title 24 Minimum Energy Use Calculations
- B. Generate a minimum of 15% from renewable energy technologies
- C. Reduce building water consumption by 20%
- D. Construction waste diversion of 50%
- E. Eliminate the use of CFC refrigerants

In addition, 900-14 strongly encourages the following:

1. Incorporate enhanced commissioning
2. Measurement and verification procedures
3. Install building management systems set up to be automatically accessed for demand response calls from the local utility (SDG&E). This shall be coordinated with utility company during the phase to meet SDG&E requirements.
4. Use low-emitting materials
5. Incorporate recycled content, locally produced and rapidly renewable building materials

An alternative will be considered by the City if its cost prohibitive to achieve LEED Silver.

III. CEQA Considerations

The project is considered categorically exempt from CEQA pursuant to CEQA guidelines section 15301 per City Resolution 311002, dated April 13, 2017

IV. Facility Requirements

All facility requirements listed below are to be delivered to the needs and design as defined in the concept plans and Programming Needs.

Building A - Tenant Improvement - 30,000 sf of existing "shop area"

- A. Demolition shall include existing mezzanines and all associated structural, mechanical and electrical systems to deliver facility's Programming Needs
- B. Add new roll-up door to the east end of building and modify existing roll up door at west end to ensure all exits meet Programming Needs
- C. Provide 21 new fire apparatus service bays with necessary turning radius for each bay from main drive isle as detailed in Figure 1 and 2. The bays shall be designed to accommodate the largest vehicle size as defined in the concept drawing (Figure 1 and 2) and programming needs. Columns within the service bay area shall be structurally protected from vehicular impact and shall not restrict the turning radius of vehicles or technician work area.
- D. All interior concrete shall be cleaned and sealed in the final phase of finish construction.
- E. Exhaust Extraction System in apparatus area: provide an automatic mechanical ventilation & diesel exhaust extraction system to meet minimum ASHRAE standards that is connected to the vehicle exhaust- to remove diesel particulate exhaust gases for fire trucks. Mechanical ventilation shall be provided for the apparatus area with direct hookups to the apparatus exhaust pipe removing 100% of engine exhaust to the outside of the facility.
- F. Provide any new lighting in work areas to meet the minimum IES illumination standards for specific area
- G. Provide new water, electrical power, compressed air, anti-freeze, and lube oil transmission stations (utilizing Portable anti-freeze, lube tanks for supply) at a 2:1 bay to station ratio as per Programming Needs
- H. Provide 2 new supervisors' offices within the shop area and as indicated in Programming Needs
- I. Provide new parts area within shop area (secured with chain link fence) per Programming Needs

- J. Provide new fresh and waste oil containers to be placed outside the building (east and west end)
- K. Provide smooth and sealed floor surface without divots or protrusions throughout
- L. Provide new expanded break room, restrooms and locker rooms follows:
 - 1. All drywall area not covered shall be painted with 100% acrylic paint.
 - 2. Breakroom floors shall be VCT with vinyl base. Bathrooms and Locker rooms floors and full height of walls shall be covered with a porcelain, non-porous tile, ceramic tile
 - 3. Meet all CBC requirements to provide new men's restroom including demolishing of existing restrooms and partial office area as required, with a minimum of:
 - a. 4 lavatories (provided with Hot and cold water)
 - b. 3 water closets (1 ADA compliant) in men's restroom
 - c. 4 urinals (1 ADA compliant) in men's restroom
 - d. 3 showers (1 ADA compliant) in locker room (provided with hot and cold water)
 - e. 32 lockers (12"W x 24"D x 36"H)
The lockers shall be heavy duty, non-rusting, 45% or greater ventilated metal, 16 gauge steel, tops, bottoms and sides; 14 gauge steel doors with recessed handles with padlock attachment, and space for name tag. The lockers shall have a shelf at the top and a single hanger rod under the shelf
 - 4. Meet all CBC requirements to provide new women's restroom (including demolishing of existing restrooms and partial office area as required), with a minimum of:
 - a. 4 lavatories
 - b. 4 water closets (1 ADA compliant)
 - c. 1 shower (1 ADA compliant) (with hot and cold water)
 - d. 12 lockers (12" W x 24" D x 36" H)
The lockers shall be heavy duty, non-rusting, 45% or greater ventilated metal, 16-gauge steel, tops, bottoms and sides; 14-gauge steel doors with recessed handles with padlock attachment, and space for name tag. The lockers shall have a shelf at the top and a single hanger rod under the shelf
 - 5. Provide one All-Gender single user toilet outside of existing multi-user restroom
 - 6. Meet all CBC requirements to provide new Break room including the following:
 - a. All cabinets shall be Architectural Woodwork Standards Criteria premium grade.
 - b. All cabinets exposed interior surfaces including shelving shall be plastic laminated material.
 - c. Base cabinets counter tops shall be 37 ½" high with drawers on heavy-duty, self-closing glides.
 - d. Provide a continuous piece **plastic laminate kitchen counter** with full back splash and a built-in large double sink.
- M. Provide all work to ensure all overhead cranes are fully functional; block center crane at opening to exterior (north side) and infill work to enclose referenced opening
- N. Provide 6 waste oil pumps and 6 waste anti-freeze pumps strategically throughout the shop and plumbed to the outside waste storage tanks per Programming Needs
- O. Provide Fixtures and Equipment for restrooms, maintenance areas and storage areas per Concept plan in meeting program needs

- P. Provide Fixtures and Equipment for staff administrative areas per Concept plan in meeting program needs
- Q. Provide and install required signage for interior and exterior (per code), including:
1. Office and Work area: frameless signage mounted on door or wall
 2. Locker and Restrooms: frameless signage mounted on door or wall
 3. Visitor Parking
 4. Directional signage from visitor parking to building entrance
 5. Directional signage for vehicles for external parts deliveries to parts room drop-off location
 6. Directional signage for vehicles to drivers requesting repair services to service window
 7. Bay identifiers (on concrete slab)
 8. Safety equipment and hazardous areas

Building B – Tenant Improvement

- A. Provide all structural, mechanical, plumbing, electrical, compressed air, and lube oil modifications to the existing outdoor bays to provide for a new tire service area.
1. Provide new air compressor in this area to supply air for the entire facility: building a, b & c
 2. Provide new water, electrical power, compressed air anti-freeze, and lube oil to exterior service bay(s) per Programming Needs
 3. Provide tire racks and parts storage area per Programming Needs
 4. Install provided maintenance equipment as needed (i.e. Tire Machines, Wheel Balancers, Inflation Cage)
 5. Demolish existing cooling towers, scaffolding and paint booth
 6. Provide smooth and sealed floor surface without divots or protrusions throughout exterior area under awning
 7. All exterior concrete areas under awning shall be cleaned and sealed in the final phase of finish construction.
 - 8.
 9. Provide and install required signage for interior and exterior (per code) including:
 - Safety equipment requirements
 - Safety equipment and hazardous areas
 10. Bay identifiers (on concrete slab)

V. Information Technology (IT)

- A. Provide all infrastructure for phones, data and low voltage needs, for: (Note: The City will purchase, install, and configure all network equipment.)
1. Building A in its entirety
 2. Exterior repair bays at building B
 3. Intercom and security systems at site perimeter entry gates
 4. Site security and fire alarm systems

VI. Mechanical - Plumbing - Electrical

Provide all infrastructure and system elements for Mechanical, Plumbing and Electrical equipment per the Programming Needs as defined for restroom, maintenance areas, supervisors' offices (in shop area), break room, parts area/storage areas and site elements. In addition, provide heaters to heat repair bays in building A and the north end of the exterior repair bay area of building B and cooling fans throughout repair areas in building A.

Generator: A diesel-fueled stand-by generator shall be provided for continuous standby service and sized in accordance with the facility electrical load calculation.

The unit shall have a weather/sound enclosure and meet zoning requirements for sound.

The fuel tank shall be integrated with the generator and have remote fill capability, with a monitoring and shut-off capability. Tank will be sized to provide a minimum of 48 hours of operating run time and shall meet all applicable codes and regulations.

VII. Site work/Landscape requirements

Provide improvements to the existing site for the following: (Refer to the Programming Needs as needed)

- A. Parking requirement:
 - 1. Minimum of 40 "red tag" and "ready/reserve" vehicles
 - a. Red Tag: vehicles out of commission, in need of maintenance
 - b. Ready/Reserve: vehicles ready to be picked up, or in reserve in case of emergency
 - 2. Minimum of 2 Urban Search and Rescue Semi-trucks and trailers
 - 3. Minimum of 8 fleet support vehicles
 - 4. Minimum of 50 employee/visitor parking spaces
- B. New/upgraded security fencing (minimum 8' chain link with security screen, and concertina wire) around the entire perimeter of the fleet vehicle parking areas, to include three automated gates per Programming Needs
- C. New curb cut and driveway on the west end of the site onto Othello Ave, between the existing driveways (both existing curb cuts to be abandoned)
- D. Re-slurry/seal stripe parking lot in its entirety
- E. Extend existing vehicle wash area to accommodate length of fire apparatus as required for proper drainage
- F. Review existing site storm water drainage, and provide remediation as necessary and meet all requirements of the State municipal separate sanitary sewer and storm water permit (MS4)
- G. Provide new landscape, as required by City of San Diego landscape regulations (Municipal Code), preferably drought tolerant and low maintenance
- H. Removal of existing underground fuel tank/plumbing and installation of new gas pump/fuel dispenser and above-ground storage tank (500 gallons) to meet Programming Needs
- I. Provide Clean Air vehicle parking as required

- J. Provide exterior Oil product enclosures at east and west end of building A
- K. Provide asphalt and concrete paving and patching as needed throughout site parking and vehicle driveways to ensure stable and smooth pavements
- L. Provide paving striping to delineate staff, visitors and “red tag” and “ready/reserve” vehicles
- M. Provide exterior lighting to meet minimum IES illumination standards for all referenced areas in site plan to accommodate maintenance operations to occur outside daylight hours
- N. Flagpole: Provide a 30', ground mounted aluminum flagpole capable of accommodating a 4'x6' flag and flagpole lighting.
- O. Provide a mailbox in accordance with Postal Service
- P. Provide facility Sign (facing Othello Ave) mounted on exterior face of Building A: “City of San Diego, Fleet Operations Department, Kearny Mesa Repair Facility”
- Q. Provide Outdoor Bicycle Racks for a minimum of 6 bicycles: Device allows user provided lock to simultaneously secure one wheel and part of the frame on each bicycle parked or racked.
- R. Provide 2 trash enclosures.
 - 1. First enclosure to accommodate three (3) dumpsters: one municipal waste (minimum size 6 ft. x 4 ft.), one recyclable material (minimum size 6 ft. x 4 ft.) and one metal recyclable material (18 ft. x 8 ft. x 8 ft.). This shall be centrally located and be readily accessible to Building A for municipal waste and paper recycling
 - 2. Second enclosure to accommodate two (2) dumpsters: one municipal waste (minimum size 6 ft. x 4 ft.) and one recyclable material (minimum size 6 ft. x 4 ft.). This shall primarily be utilized for Building B
- S. Ensure all utilities services are adequate for the facility’s design and intended function, this include all coordinating with all utilities agencies (including SDG&E, City of San Diego Public Utilities Department), if any changes to the services are required.

VIII. Storm water/Drainage

Provide Geotechnical investigation and topographical survey as needed for foundation recommendation of the building, pavement design section as well as determination of infiltration rates for permanent Best Management Practices (BMPs) as well as to ensure adequate drainage pattern of site to eliminate any adverse ponding

IX. Deliverables

- A. **Schematic Design.** Develop and submit the Schematic Design, consisting of:
 - 1. Preliminary project description;
 - 2. Site plan;
 - 3. Schematic floor plans;
 - 4. Typical building sections;
 - 5. Outline description of building systems
 - 6. Preliminary information on Accessibility improvements required due to the proposed scope of work
- B. **Design Development (DD)** Develop and submit DD, consisting of:

1. Site plan;
 2. Life safety code sheet
 3. Floor plans of each typical and unique level;
 4. Building elevations;
 5. Typical exterior lighting/power, fencing, security and other requirements specific to the function of the circulation and use of the site/yards.
 6. Architectural treatments, including materials palettes and color selections;
 7. Details of key design elements as required to communicate design intent;
 8. Building sections
 9. Preliminary designs of building systems (prepared by consultants) and coordination with Client's engineering and other consultants;
 10. Reflected ceiling plans and typical light fixture and skylight locations;
 11. Outline specifications in Short-Form.
 12. Preliminary information on accessibility improvements required due to the proposed scope of work
- C. **Construction Documents (CD).** Develop and submit CD consisting of: (All Construction Documents shall be submitted to City's Representative prior to bidding)
1. Site plan, Grading plan
 2. Utility plan including utility connection details
 3. Life safety code sheet;
 4. Floor plans;
 5. Building sections and elevations;
 6. Enlarged plans and elevations of special areas where necessary;
 7. Roof plans;
 8. Core and shell details and building wall sections;
 9. Finish plans and finish schedules;
 10. Schedules for building doors, hardware and fixtures;
 11. Reflected ceiling plans of common areas;
 12. Power and communication/network (outlet) plans
 13. Code required signage standards;
 14. Project Manual, including General Requirements, and Technical Specifications;
 15. Engineering drawings of systems, such shop drawings, ect (prepared by consultants) and coordination with Client's engineering and other consultants.
 16. Architectural, Structural, Mechanical, Electrical and plumbing plans
 17. Civil and Landscape plan
 18. Furniture, Fixtures and Equipment plans
 19. LEED proposed scorecard and all associated documentation
 20. Fire sprinkler to be deferred submittal
 21. Fire alarm system

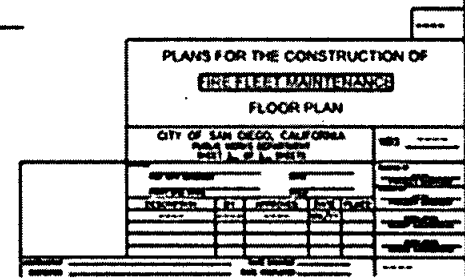
Once design is complete: full set of permitted plans (PDF and CADD files) and technical specifications (PDF) shall be submitted to the City's Representative

D. Permitting (Typically considered 100% Design)

Copy of all permits required shall be submitted to City's representative prior to commencing with associated work.

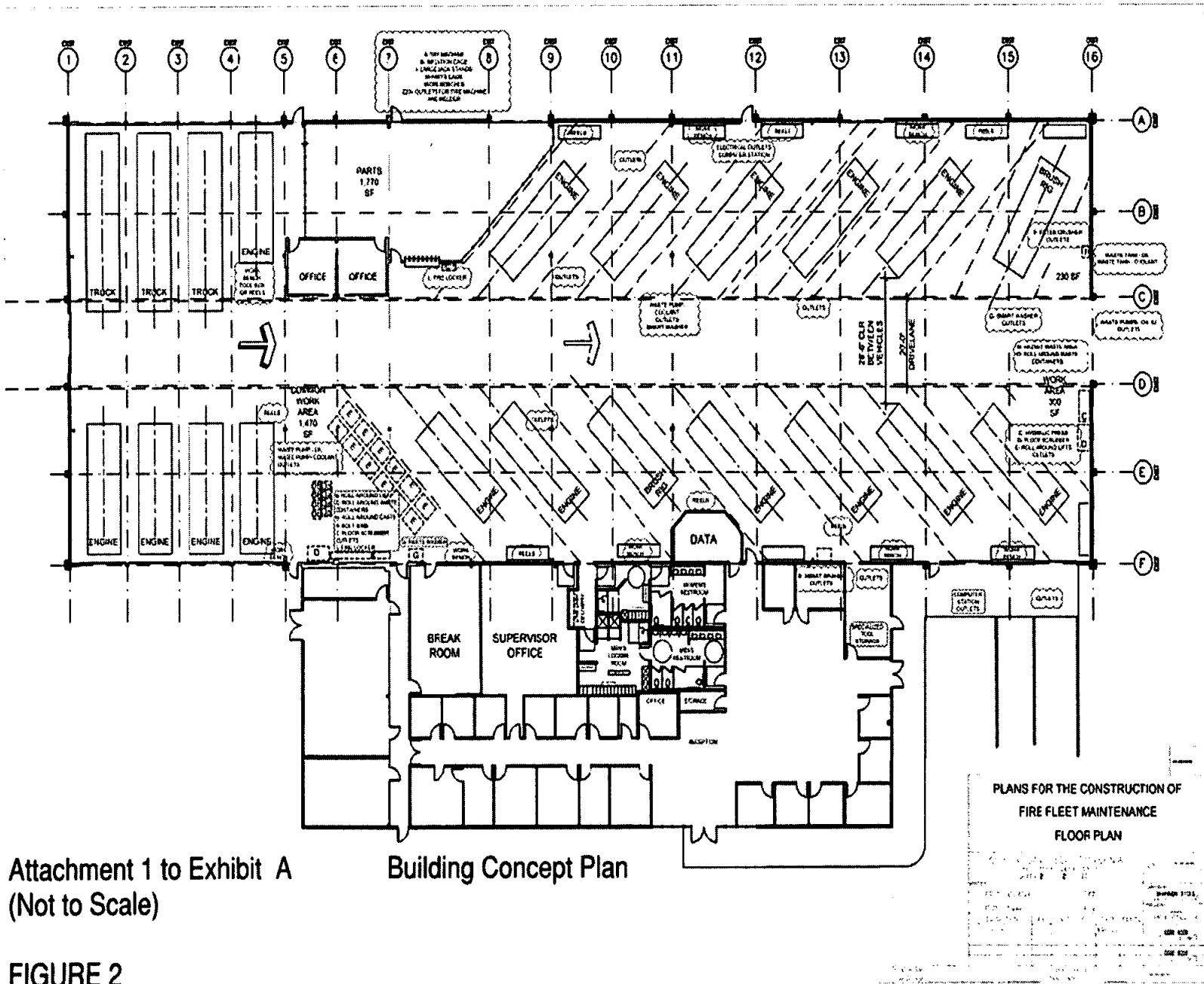
E. Construction Administration and Construction Phases:

1. Submit an electronic copy of individual bidding packages
2. Provide list of approved contractors
3. Provide electronic copy of all approved construction plan changes
4. Prior to project close out, the following shall be submitted to the City's representative
 - Final design drawings including all construction plan changes (PDF and CADD files)
 - Specifications (PDF)
 - O&M manuals
 - Warranty information
 - As-built drawings (PDF files)
 - Commission and testing reports
 - Copy of LEED silver certificate and final LEED Points accounting
 - Copy of Certificate of occupancy
 - Review and approval of material submittals



**Attachment 1 to Exhibit A
(Not to Scale)**

FIGURE 2



PART 2- PROGRAMMING NEEDS - KEARNY MESA REPAIR FACILITY

1. Introduction

The City of San Diego Fire Department serves within the city limits of San Diego with Fire Stations located throughout the city. The current Fleet Operations Department heavy duty Fire apparatus maintenance facility is located at the Miramar location at 8323 Miramar Place, San Diego, California, 92121. San Diego's Fleet Operations Department has outgrown their current facilities at Miramar, which is also shared with the City's Environmental Services Department, Collections Division. The proposed future heavy-duty Fire apparatus maintenance facility (**Kearny Mesa Repair Facility**) site is owned by Calico, LLC and Catitude, LLC. The City believes this site is more centrally located in the city and will better serve the heavy-duty Fire apparatus maintenance functions. The City of San Diego has a signed lease with Calico, LLC and Catitude, LLC for the property. This site and facility will be dedicated to vehicle maintenance and repair for Fleet Operations and meet the current and future needs for the City of San Diego's heavy Fire fleet .

The new site will be renovated to accommodate the following functions:

- Maintenance/repair
- Vehicle Wash
- Vehicle Fueling
- Fleet Storage/Parking
- Administrative support

1.2 Proposed Site

The proposed site is located near the intersection of Othello Avenue and Kearny Mesa Road at 7970 Othello Avenue, San Diego, California 92111. The existing land parcel is roughly 5.88 acres.

This is a leased property with three buildings, totaling approximately 79,733 square feet. The property is surrounded by a Target store on the south, retail stores on the east, Pepsi Bottling Group on the north and an AT&T Field Office on the west. The office space in Building A is currently rented and occupied by the Transportation and Storm Water Department. The remaining space in Buildings A is mostly warehouse space currently being rented and used as additional storage by the City of San Diego Information Technology Department and C&M Transfer of San Diego. Building B is comprised of additional warehouse space, office space, and an outdoor equipment shed. The warehouse space and outdoor equipment shed are being rented and used as additional storage by C&M Transfer of San Diego.

Figure 1 - City of San Diego, Fire Fleet Maintenance Facility Site



1.3 Existing Site and Facility Conditions

City of San Diego's heavy Fire fleet is currently maintained at the Miramar Facility and is a shared facility providing maintenance, wash and fuel Environmental Services Department vehicles for the City of San Diego. The current shared facility does not meet the space requirements needed to maintain and repair Fire Department heavy duty vehicles as well as additional Fire Department light duty vehicles.

Due to the lack of adequate storage space, the City of San Diego has placed large storage containers outside near the existing parking lot of the Miramar facility to store tools and materials, which causes an unsafe use and operation of the areas. There was no investigating or conducting tests of the soil on site and the occurrence or extent of soil contamination, due to the existing fuel tanks is unknown.

1.4 Purpose of Report

The new facility shall accommodate the current fleet size and maintenance operations for the City of San Diego Fleet Operations Department as defined in this report. Improved and renovated site and buildings are necessary for adequate maintenance operations at this facility. The intention of this report

is to clearly define the needed functional requirements and area needs, and to serve as a general basis of design for the renovation and use of the Kearny Mesa Repair Facility. The City of San Diego Fleet Operations Department shall use this document for coordination and budget development and as a planning tool for the occupation of the Kearny Mesa Repair Facility.

2. Basis for Design

This section summarizes the qualitative planning issues, noting each functional department utilizing the facility. This section also describes each functional department's hours of operation, responsibilities, staffing count, vehicle parking, and vehicles maintained.

2.1 Space Needs Program

This section presents a list of space requirements for each group. This program intends to identify programmed spaces to fulfill future facility needs. Spaces are further defined by their quantity, area, and any additional remarks significant to design.

2.2 Introduction

The purpose of Section 2 - Basis for Design is to document the spaces for the City of San Diego Kearny Mesa Repair Facility. Each space will be functionally interpreted to include the programmatic functions, requirements, and adjacencies.

The following section captures the functions, hours of maintenance shifts, staffing needs and other requirements associated with the new facility's operations. The included staff and vehicle data show the program requirements for the expected use of the new facility.

This early phase of the project is critical to defining quantitative and qualitative aspects of the facility and will later be translated to detailed site and floor plans for the City of San Diego Fire Fleet Maintenance Facility.

2.3 Functional and Operational Design Data

Fleet Maintenance staff is responsible for maintaining the fleet of heavy fire apparatus vehicles as well as the fire support vehicles.

2.4 Staffing

The table below shows the program for expected use of new facility.

Table 2.A – Fleet and Facility Staffing Program

Position	Expected use of New Facility
Fleet Manager	1
Fleet Repair Supervisor	2
Fleet Team Leader	2
Master Fleet Technician	2
Maintenance Technicians- First Shift	19
Maintenance Technicians- Second Shift	19
Total	45

2.5 Key Planning Issues

Office/Crew Areas

- Fleet Manager Office should be sized to include a desk, chair, side table, credenza, book case, lateral file cabinet and two guest chairs.
- Fleet Repair Supervisor office shall be enclosed, private office, have an overall view of the shop area. Each office shall provide one L-shaped desk with proper filing and two guest chairs. The room shall be adjacent to Parts Room with view of the shop floor.
- Fleet Team Leader office shall be a shared office. Provide one desk, two to four filing drawers, one book shelf and lockable storage.
- Fleet Team Leaders interact with the customers (Fire Department) and shall be located near the customer entrance and near the shop floor.

2.6 Shared Areas

- Manuals Library shall include two computer workstations and adequate storage for manuals. Computers may be used for individual-based training and/or for Maintenance or Human Resources, and should be located adjacent to Fleet Manager Office.
- Break Room shall include kitchenette with space for tables and chairs for seating, cabinets for storage with counter and sink. Include refrigerator, two microwaves, water cooler, ice machine, and coffee bar.
- Training Room for hands-on style training furnished with technical workstations with electric and data outlets. Room shall include instructor station, large projection screen(s), space for storage cabinets and shelving, and be located adjacent to the Repair Bays.
- Training Room for large group presentations including those with other neighboring cities. Furnish with a large projection screen and chairs.

2.7 Support Areas

- Men's and Women's Restrooms, Lockers, and Shower Rooms
- One All-gender single use toilet
- Lockers shall be 12" W x 24" D x 36"H and provided for technical staff.
- Hand wash sink and emergency eye wash stations throughout shop and bay areas as required by code, state and Federal requirements
- A Custodial Room with shelving for storage and a mop sink.

2.8 Storage Areas

- Secure File Storage shall be provided for bus and vehicle records (storage up to seven years)
- Training Supply Room shall be provided adjacent to Break/Training Room
- Any Designated Hazardous Material areas shall be clearly designated and provided with containment system to prevent the migration of fluids in the case of accidental spillage

2.9 Service, Inspection, Repair Bays

- Provide Standard Repair Bays, severe use workbench with vise, exhaust reel, lubrication reels, and fall-arrest system if necessary. Standard Repairs Bays will also serve as Preventive Maintenance Inspection Bays.
- The average sizes of Fire apparatus that shall be maintained in this facility are referenced in Figure 2 and Figure 3 below

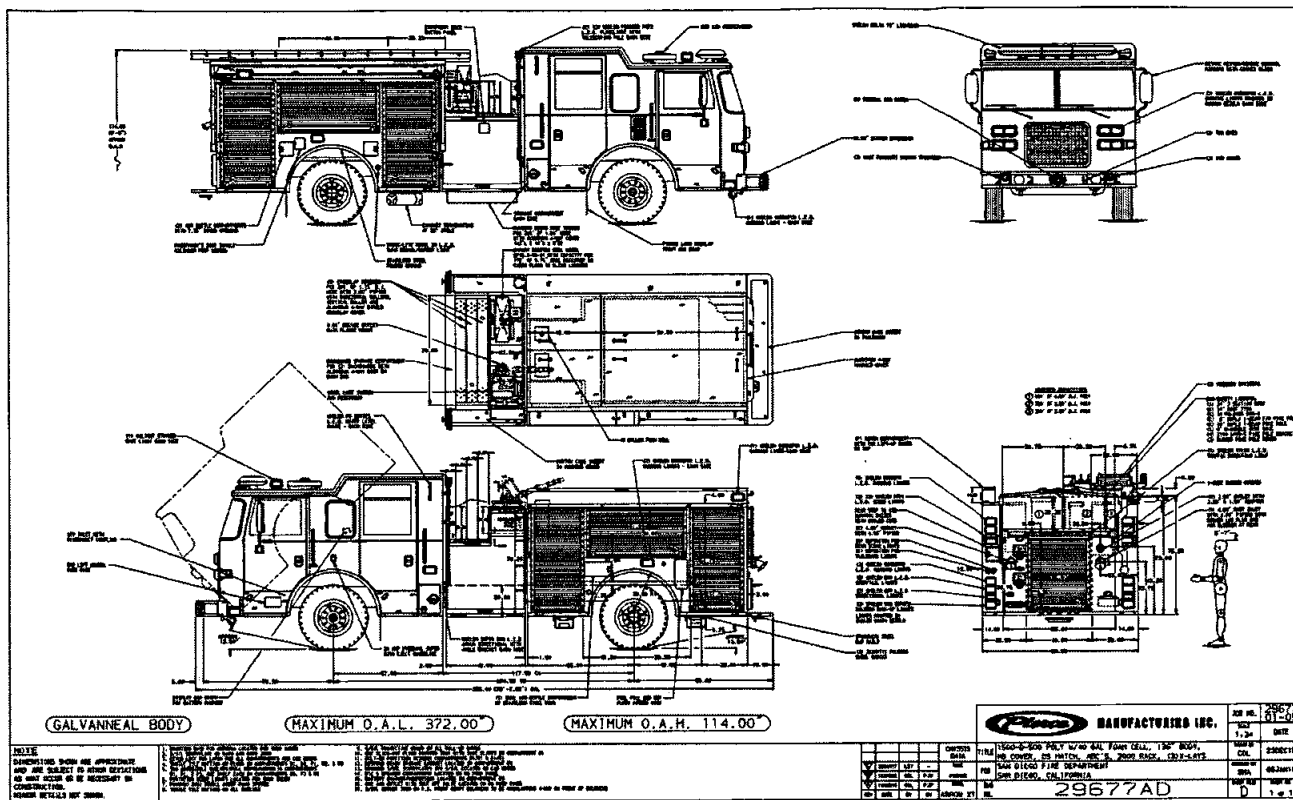


Figure 2

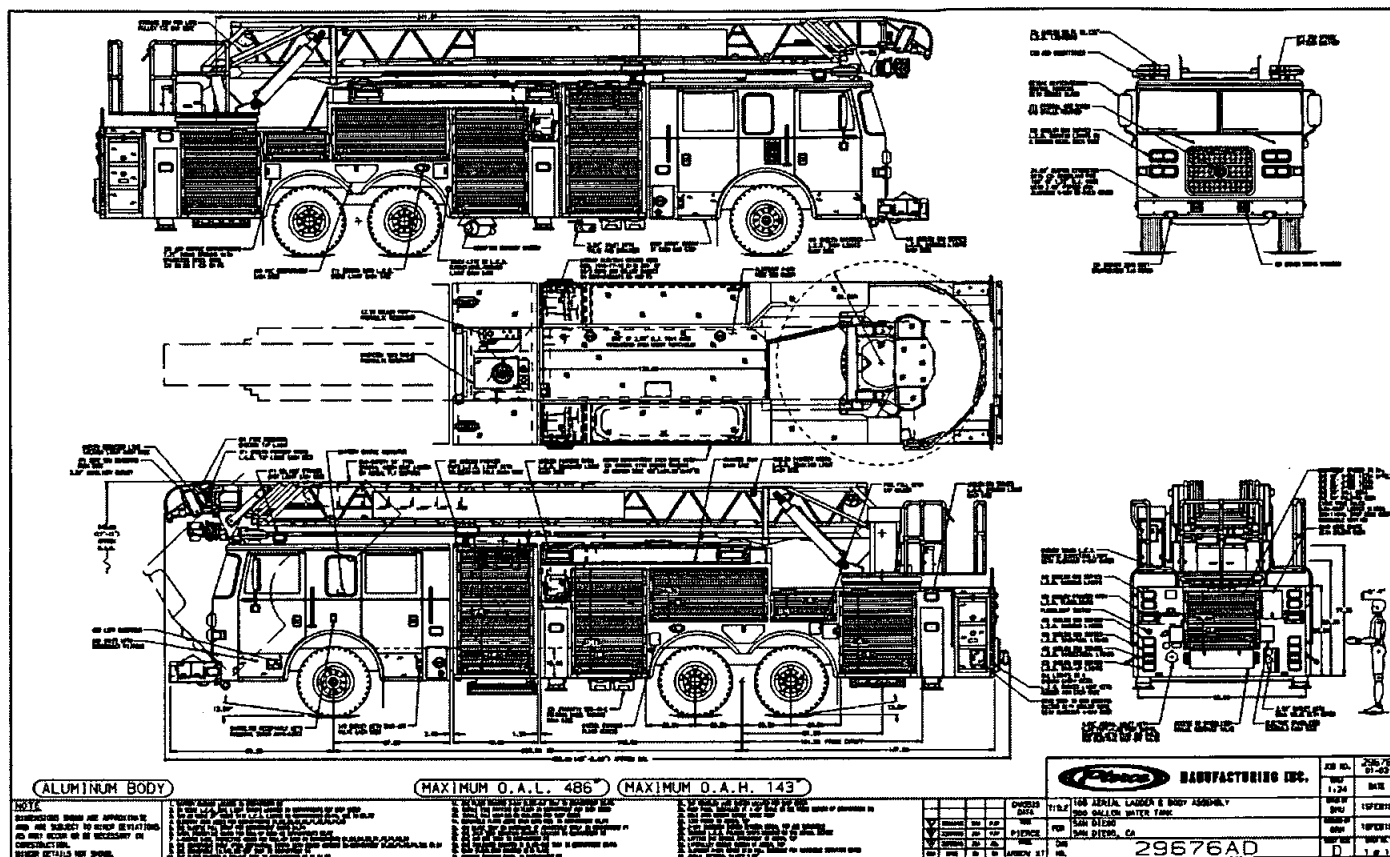


Figure 3

2.10 Specialty Bays

Provide Tire Bay equipped with severe use workbench with vise, compressed air, electrical, room for four tire machines and a heavy-duty vehicle lift. Tire Shop will be equipped with existing equipment relocated from the Miramar Maintenance Facility.

2.11 Specialty Shop Areas

- Provide Common Work Area, with adequate space for fixed tools such as parts washers, drill presses, buffers/grinders, workbench with vise, abrasive blast cabinets, etc. Common Work Area to be located centrally and accessible by all bays.
-

2.12 Storage Areas

- Provide New Tire Storage with single tier storage racks with storage capacity up to 100 new mounted tires.
- Provide Used Tire Storage with single tier storage racks with storage capacity up to 50 used tires.
- Provide Battery Room for storage of batteries with charging capability. Minimum number of batteries
- Provide dedicated Toolbox Storage area for Technician's toolboxes.
- Provide Portable Equipment Storage for storage of miscellaneous shop items including jacks, etc.
- Lube Compressor room shall include Chassis Grease Pump, Compressor, Dryer, Receiver, as well as 280 gallon tank Gear Oil (GO), 500 gallon tanks for Automatic Transmission Fluid (ATF), Hydraulic Oil, Engine Coolant (EC), Used Engine Coolant (UC), 1,000 gallon tanks for Engine Oil (EO), Used Engine Oil (UO).

2.13 Parts Storeroom

- Provide Fleet Parts Buyer office including desk, chair and view of parts Window/Counter.
- Provide a Stock Clerk work station located at parts room window/counter.
- Provide parts room window/counter with access from shop areas.
- Provide secure tool crib to be in a secure area and be adjacent to the parts room.
- Provide parts storage area for small parts and bulk storage area for slow moving parts.
- Provide Shipping and Receiving Area with overhead door.

2.14 Service Areas

- Fuel service position(s) with space for fuel dispenser(s)
- Diesel Exhaust Fluid (DEF) tote and dispenser.

2.15 Wash Areas

- Provide dedicated chassis wash bay.
- Provide chassis wash equipment room to support and store chassis wash equipment.
- Existing wash pad may be reused, extended, and covered to accommodate heavy duty Fire apparatus.

2.16 Exterior Areas

- Ladder testing will be performed in the available yard area since no dedicated testing area is required.

- Provide a loading dock sized for flatbed trailers utilizing existing loading docks
- Provide dedicated trash/recycling, scrap metal recycling, and cardboard recycling areas.
- Maintenance functions will be performed in exterior, adequate light for maintenance are required in these designated area
- Incorporate two (2) Trash Enclosures: one has to be large enough to accommodate two dumpsters (one for trash (municipal waste) and the other for recyclables) in addition to a metal recycling container. The second trash enclosure shall accommodate one for trash (municipal waste) dumpster and one recyclable material dumpster. The minimum size of trash and recyclable material dumpster shall be 6' L X 4' H. The minimum size of the metal recyclable container shall be 18' L x 8' W x 8' H Trash enclosure should have CMU surrounding walls and lockable gate.

2.17 Vehicle Parking

There are vehicles designated specifically for Maintenance staff.

See the projected parking schedule for the new facility.

Table 2.C - Uncovered Vehicle Parking

Vehicle Type	New Facility Conditions	Minimum Parking Requirements
Shop Trucks – F-450	4	10' x 20'
Tire Trucks – F-450	1	10' x 20'
Supervisor Vehicle	1	10' x 20'
Parts Truck	1	10' x 20'
Total	7	

2.18 Employee/Visitor Parking

There are parking spaces designated specifically for employees and visitors and should include 40-45 spaces for full time employees. See the parking minimum requirements in Table 2.D.

Table 2.D - Uncovered Vehicle Parking

Vehicle Type	New Facility Minimum Conditions	Parking Requirements
Employee Parking	40	9' x 18'
Spare Employee Parking	14	9' x 18'
Accessible Parking	3	13' x 18'
Visitor Parking	2	9' x 18'
Clean Air/Electric Vehicle Parking	6	9' x 18'
Total	65	

3 General Site Requirements

3.1 Site Requirements

Specific site requirements are necessary to ensure an efficient, functional, and safe facility. The site requirements should include but are not limited to the following:

- Secured entry/exit
- Minimum eight-foot high perimeter fence, with Constantine wire
- Efficient site lighting during night hours for site safety and maintenance functions
- Efficient site vehicle circulation
- Adequate parking for staff/visitors
- ADA parking located close to main building entry

3.2 Space Needs

This section presents the Space Needs Program for the City of San Diego Kearny Mesa Repair Facility. The Space Needs Program illustrates the space requirements for efficient operations. The program is summarized at the end of this section, which includes projected square footage needs for building areas and exterior areas. Projected staffing and vehicle counts are provided by the City of San Diego, Fleet Operations Department.

3.3 Staff Summary

Facility staffing levels are crucial to planning efforts when determining the number of parking spaces, size of support facilities, and developing occupancy levels. Table 3.A is the summary of facility staffing levels for each group initially for a current fleet and a future projected fleet.

Table 3.A – Fire Fleet Staff Summary

Staff	Facility Requirements
Fleet Manager	1
Fleet Repair Supervisor(s)	2
Fleet Team Leader	2
Master Fleet Technician	2
Maintenance Technicians - First Shift	19
Maintenance Technicians - Second Shift	19
Total	45

Table 3B - Parts Storeroom Staff Summary

Title	Existing Conditions
Fleet Parts Buyer	1
Parts Window/Counter	2
Total	3

3.4 Vehicle Parking Summary

Quantities for employee and visitor vehicles are essential to facility planning in order to determine the appropriate size of the support spaces. Fleet and Support vehicle quantities were taken directly from the programming interview sessions. Table 3.C is a summary of the facility vehicle summary.

Table 3.C – Fire Fleet Vehicle Summary

Vehicle Type	New Facility Requirements
Heavy Fire Apparatus	127
Total	127

*Not all vehicles maintained at this facility will be stored onsite; Includes Ladder Trucks, Pump Trucks, USAR/Heavy Rescue Trucks, Brush Rigs, Crash Rigs, Water Tender, Foam Tender, Light & Air, and Fuel Tender.

*Support vehicles includes Shop Trucks-F-450, Tire Trucks-F-450, Supervisor Vehicle, Parts Truck.

Table 3.D Minimum Space Planning ratios

Planning Ratio and Calculations			
Space	Space Standards	Minimum Area (SF)	Planning Ratios
Service, Inspection, Repair Bays			
Repair Bay – Fire Fleet	20 x 60	1200	
Recommended Ratio			1 bay for every 10-15 fire fleet to be maintained
Kearny Mesa Repair Facility			1 bay for every 10 fire fleet to be maintained
Specialty Shop Areas			
Tire Shop		500	250 to 500 SF (subject to adjustment depending on level and type of operation)
Service Areas			
Full Service Position	20 x 75	1500	1 lane for every 100 fire fleet to be serviced
Wash Areas			
Chassis Wash Bays	20 x 75	1875	1 bay for every 200 fire fleet

Attachment 1 to Exhibit E-1

			to be washed
Chassis Wash Equipment Area		100	1 for every Chassis Wash Bay
Storage Areas			
New Tire Storage – Single Tier			8.0 SF per tire stored
Used Tire Storage – Single Tier			8.0 per tire stored
Parts Storage – Fire Fleet			15 SF per vehicle main
Bulk Parts Storage (slow moving parts)			5 SF per vehicle maintained (based on fleet mix and final parts room configuration)
Fire Fleet Vehicle Storage Areas			
Fire Fleet Vehicles	12 x 45	540	
Down Line/Ready Line – Fire Fleet	12 x 45	540	10% of Total Fire Fleet Vehicles

ORDINANCE NUMBER O- **21131** (NEW SERIES)DATE OF FINAL PASSAGE **SEP 12 2019**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE AMENDMENTS TO THE
LEASE BETWEEN CALICO, LLC, CATITUDE, LLC AND THE
CITY OF SAN DIEGO FOR LEASE OF PROPERTY LOCATED
AT 7950, 8048-8050 OTHELLO AVENUE, SAN DIEGO,
CALIFORNIA.

WHEREAS, Calico, LLC and Catitude, LLC (collectively the "Landlord") own the real
property located at 7950, 8048-8050 Othello Avenue, San Diego, California (Property); and

WHEREAS, the Property is leased to the City of San Diego (City) pursuant to the AIR
COMMERCIAL REAL ESTATE ASSOCIATION STANDARD
INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE-NET, on file in the Office of the
City Clerk as Document No. OO-20815, as amended by that certain First Amendment to AIR
COMMERCIAL REAL ESTATE ASSOCIATION STANDARD
INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE-NET, on file in the office of the
Real Estate Assets Department (collectively the "Lease"), for office space, storage, and future
operation for the repair and maintenance of the Fire-Rescue Department's fire apparatus and
support vehicles (Fire Fleet); and

WHEREAS, the projected cost of the initial design to convert the warehouse space into a
repair and maintenance facility at the Property that could accommodate the Fire Fleet's vehicles,
came in higher than expected; and

WHEREAS, after review by the Fleet Operations Department, staff began working with
another architecture firm and the Landlord to define alternative options that would still
accommodate the needs of the City and offer the best value for the City; and

WHEREAS, the City has negotiated a second amendment to the Lease that provides for:
(1) an extension of the original Lease term from 10 to 15 years and added a third five-year renewal option; and (2) deletion of Exhibit E to the Lease and replaces it with Exhibit E-1 which sets forth the Design Agreement, describing in greater detail the design and scope of work of the tenant improvements required for a Fire Fleet repair and maintenance facility; and

WHEREAS, the second amendment to the Lease will facilitate the design of the tenant improvements and provide the ability to finalize the construction cost of the tenant improvements; and

WHEREAS, once the design is complete for the tenant improvements, staff will negotiate with Landlord a construction agreement pursuant to an amendment to the Lease; and

WHEREAS, the final construction cost of the tenant improvements will be appropriated in accordance with the future adoption of the Annual Appropriation Ordinance; and

— — — — — WHEREAS, under City Charter section 99, no contract, agreement or obligation extending for a period of more than five years may be authorized except by ordinance adopted by a two thirds' majority vote of the City Council; NOW, THEREFORE,

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

Section 1. That the Mayor, or his designee, is authorized and directed to execute the Second Amendment to AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE-NET, with Calico, LLC and Catitude, LLC, for the real property located at 7950, 8048-8050 Othello Avenue, San Diego, California, the terms of which are more fully set forth therein, and which is on file in the Office of the City Clerk as Document No. OO- **21131**.

Section 2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$811,286, from P20000, Kearny Mesa Repair Facility, Fund 400676, Fleet Services CIP, for the purpose of executing the design agreement, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for the expenditure are, or will be, on deposit with the City Treasurer.

Section 3. That the Mayor, or his designee, is authorized and directed to execute and deliver an amendment to the lease for 7950, 8048-8050 Othello Avenue, San Diego, California, between Calico, LLC, Catitude, LLC and the City of San Diego, for a contract for the construction of the tenant improvements based on an agreed upon design plan in an amount not to exceed the amount in CIP No. P20000, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for the expenditure are, or will be, on deposit with the City Treasurer, and such contract terms and conditions are deemed reasonable and in the City's best interest by the Mayor or his designee.

Section 4. That the Chief Financial Officer is authorized to expend an amount not to exceed the amount in the CIP No. P20000, Kearny Mesa Repair Facility, Fleet Services CIP, for the purpose of construction of the tenant improvements project at 7950, 8048-8050 Othello Avenue, San Diego, California, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 5. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 6. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By Hilda R. Mendoza
Hilda R. Mendoza
Deputy City Attorney

HRM:nja
07/24/19
Or. Dept: READ
Doc. No.: 2060699

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of SEP 10 2019.

ELIZABETH S. MALAND
City Clerk

By Linda Irwin
Deputy City Clerk
Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Approved: 9/12/19
(date)

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on SEP 10 2019, by the following vote:

Councilmembers.	Yeas	Nays	Not Present	Recused
Barbara Bry	☒	☐	☐	☐
Jennifer Campbell	☒	☐	☐	☐
Chris Ward	☒	☐	☐	☐
Monica Montgomery	☒	☐	☐	☐
Mark Kersey	☒	☐	☐	☐
Chris Cate	☒	☐	☐	☐
Scott Sherman	☒	☐	☐	☐
Vivian Moreno	☐	☒	☐	☐
Georgette Gómez	☒	☐	☐	☐

Date of final passage SEP 12 2019.

AUTHENTICATED BY:

(Seal)

KEVIN L. FAULCONER

Mayor of The City of San Diego, California.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

By *Linda J. Green* Deputy

I HEREBY CERTIFY that the foregoing 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

AUG 06 2019

and on SEP 12 2019.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

By *Linda J. Green* Deputy

Office of the City Clerk, San Diego, California

21131

Ordinance Number O-

Passed by the Council of The City of San Diego on September 10, 2019, by the following vote:

YEAS: **BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN, GÓMEZ.**

NAYS: **MORENO.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

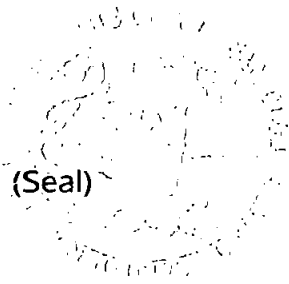
AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California



By: *Ginda Krwin*, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. **O-21131** (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 6, 2019**, and on **September 12, 2019**.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California



By: *Ginda Krwin*, Deputy