

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given of the intention of the person whose name appears hereon to circulate a petition within the City of San Diego for the purpose of adopting the legislative policy of the City to provide for the financing, design, development, construction, operation, maintenance, and management of an integrated convention center expansion and stadium for convention, civic, professional football, and other sports and entertainment events within Downtown San Diego.

Be it ordained by the People of the City of San Diego:

Section 1. Title.

This initiative measure (“Initiative”) shall be known and may be cited as the “San Diego Integrated Convention Center Expansion/Stadium and Tourism Initiative.”

Section 2. Findings and Declarations.

The People of the City of San Diego find and declare the following:

1. The People of the City of San Diego (“City”) desire to encourage the development of a convention center expansion, tourism, and sports and entertainment district within Downtown San Diego furthering downtown’s unique role as the regional center for the City and San Diego County;
2. The People of the City desire to encourage the development of an integrated convention center expansion and stadium for convention, civic, professional football, and other sports and entertainment events within Downtown San Diego at a location in the southeastern portion of the East Village neighborhood bounded by K Street on the north, 16th Street on the east, Imperial Avenue on the south and 12th Avenue on the west (the “Property”) as reflected on the site map attached as **Exhibit A** hereto;
3. The People of the City desire to create a new plan for the Property that would provide a feasible and fiscally and environmentally responsible path for the development and operation of an integrated convention center expansion and stadium to complement the existing convention center, baseball stadium, and tourism facilities, which will further enhance downtown San Diego’s position as a premier convention, tourism, and sports center;

4. The People of the City desire to exercise our reserved power of initiative under the California Constitution and the City of San Diego Charter to establish for the City an integrated convention center expansion and stadium and related uses at the Property (“Convention Center Expansion and Stadium Project”);
5. The People of the City desire that the Property be able to be used for the development and operation of the Convention Center Expansion and Stadium Project, which can be used for conventions, civic events, exhibitions, trade shows, conferences, meetings, professional and collegiate football games, professional and collegiate soccer games, other professional and amateur sporting events, banquets, pageants, patriotic celebrations, public and private gatherings, entertainment, concerts, festivals, fairs, and other similar events; media and broadcasting facilities; athletic facilities; retail, food and beverage facilities; signage; and other permitted uses as provided for in this Initiative;
6. The Convention Center Expansion and Stadium Project will provide economic development opportunities including creating new construction and permanent jobs in the City, and generating new conventions, increased tourism, and increased economic activity, including generating new business for local hotels;
7. In order for the Convention Center Expansion and Stadium Project to be undertaken in a financially sound manner, the Initiative increases the existing Transient Occupancy Tax, which is paid for by persons staying in hotels, motels, and other lodging establishments in the City, and establishes a Downtown Convention Center Expansion and Stadium Fund to pay for the development and construction of the Convention Center Expansion and to pay certain incremental costs of the Stadium resulting from an integrated Convention Center Expansion and Stadium Project, and also establishes a San Diego Tourism and Marketing Fund to promote tourism and conventions for the City;
8. As provided in this Initiative, the Transient Occupancy Tax is increased by an additional six percent (6%) and the new revenues are dedicated to special trust funds, the Convention Center Expansion and Stadium Fund and the San Diego Tourism and Marketing Fund, as provided for by this Initiative;

9. In connection with the construction of the Convention Center Expansion and Stadium, the Initiative requires that a private sector contribution of six hundred and fifty million dollars (\$650,000,000) be provided and that a professional football team enter into a covenant and agreement agreeing not to relocate for a period of thirty (30) years and agreeing to play substantially all of its home games at the Stadium;
10. The Initiative expressly prohibits the payment of any costs by the City to construct and operate the Stadium except for certain costs resulting from the integrated nature of the Convention Center Expansion and Stadium Project and as expressly provided for in this Initiative, and prohibits the payment by the City of any cost overruns with respect to the Stadium construction;
11. As provided in this Initiative, it is beneficial to amend the General Plan of the City and the Land Development Code to provide for new land use designations, zoning and development standards for the Property and establish a new Chapter to the Downtown Community Plan and a new Planned District Ordinance to permit the development, construction, operation, and maintenance of the Convention Center Expansion and Stadium Project;
12. The Convention Center Expansion and Stadium Project provided for in this Initiative is compatible with surrounding commercial and residential uses, and the aesthetic and visual qualities of the City; the design and development restrictions set forth in this Initiative together with the environmental design features included in this Initiative are intended to address the potential environmental issues associated with the construction, operation, maintenance, management, and financing of the Convention Center Expansion and Stadium Project;
13. Implementation of this Initiative will protect the public health, safety and welfare, and the quality of life for the People of the City by requiring that the Convention Center Expansion and Stadium Project comply with a program of environmental design features as included in this Initiative to avoid or reduce potential environmental issues; and

14. By signing this Initiative petition, the People of the City directly express their intention to make the ultimate decision on major changes in allowable land use and economic development within the City.

Section 3. Statement of Purpose.

The People of the City of San Diego further find and declare that our purpose and intent in enacting the Initiative is to:

Adopt the legislative policy of the City to provide for the financing, design, development, construction, operation, maintenance, and management of the Convention Center Expansion and Stadium Project, and expand tourism and conventions in the City and, thereby, provide economic development opportunities associated with the project, including creating jobs, increasing tourism, and other economic activity in the City as being in the best interest of the City.

Section 4. Amendment of Downtown Community Plan.

This Section of the Initiative addresses the Goals and Policies applicable to the Convention Center Expansion and Stadium Project within the Property.

The City's Downtown Community Plan is hereby amended to add a new chapter, Chapter 15 and its Appendix 15A, that provides for the development of an integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses within the Property. Chapter 15 and its Appendix 15A will be applicable if an integrated convention center expansion and stadium is to be developed within the Property. If an integrated convention center expansion and stadium is to be developed within the Property, Chapter 15 and its Appendix 15A will be the only Chapter of the Downtown Community Plan to apply. If an integrated convention center expansion and stadium is not to be developed within the Property this Chapter 15 and its Appendix 15A shall have no force and effect.

A. New Chapter 15 and its Appendix 15A are hereby added to the Downtown Community Plan as follows (new text in shown in underlined print for ease of reference):

Chapter 15 – Convention Center Expansion and Stadium Mixed-Use District

15.1 – Introduction and Overview

This Chapter 15 allows the development of an integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses, in a southeastern portion of the East Village neighborhood. This area, known as the Convention Center Expansion and Stadium Mixed-Use District, includes those properties bounded by K Street on the north, 16th Street on the east, Imperial Avenue on the south, and 12th Avenue on the west as shown in Figure 15-1.

FIGURE 15-1
CONVENTION CENTER EXPANSION AND
STADIUM MIXED-USE DISTRICT



15.2 – Vision and Planning

15.2.1 – Scope and Purpose

Chapter 15 is comprehensive in its scope to facilitate the development of a new integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses, and that serves the following purposes:

- Establishes a new Land Use Classification known as Convention Center Expansion and Stadium Mixed-Use;
- Establishes a land use vision, designation, and development policies for the Convention Center Expansion and Stadium Mixed-Use District as a component of the Downtown Community Plan;
- Provides for implementing actions to accomplish this land use vision;
- Establishes the relationship of Chapter 15 to the other chapters of the Downtown Community Plan and the Land Development Code, including but not limited to, Planned District Ordinances; and
- Provides the framework for the detailed plans and implementing programs such as the Convention Center Expansion and Stadium Planned District.

Chapter 15 covers a wide range of planning issues including but not limited to land use, urban design and urban open space, transportation, historic resources, arts and culture, and health and safety for the Convention Center Expansion and Stadium Mixed-Use District.

15.2.2 – Relationship to General Plan Elements, Planned District Ordinances, and Design Guidelines

Chapter 15 of the Downtown Community Plan allows the development of an integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses. This Chapter will be applicable if an integrated convention center expansion and stadium is to be developed within the boundaries described in this Chapter. If an integrated convention center expansion and stadium is to be developed within

the area covered by this Chapter, this Chapter 15 and its Appendix 15A shall be the only chapter of the Downtown Community Plan to apply. If an integrated convention center expansion and stadium is not to be developed within the area covered by this Chapter, this Chapter 15 and its Appendix 15A shall have no force and effect.

This Chapter is consistent with other elements of the San Diego General Plan including the Strategic Framework, Land Use and Community Planning Element, Mobility Element, and other elements. This Chapter focuses new development in mixed-use transit nodes and furthers Downtown as the regional center for the City and San Diego County.

This Chapter provides the vision, policies, and development standards for a unique Planned District for this area of Downtown to implement this Chapter. Similar to this Chapter of the Downtown Community Plan, if an integrated convention center expansion and stadium is to be developed within the area covered by this Chapter, then the Convention Center Expansion and Stadium Planned District implementing this Chapter will be the only Planned District to apply and will supersede any other zoning including without limitation any other Planned Districts. The Convention Center Expansion and Stadium Planned District also contains design guidelines that shall be the only design guidelines for development if an integrated convention center expansion and stadium is to be developed in this area.

The Convention Center Expansion and Stadium Mixed-Use District is located outside of the Coastal Zone and the San Diego Unified Port District.

15.3 – Land Use

15.3.1 – Convention Center Expansion and Stadium Mixed-Use District Land Use

The Convention Center Expansion and Stadium Mixed-Use District is in the southeast portion of the East Village neighborhood and includes those properties bounded by K Street on the north, 16th Street on the east, Imperial Avenue on the south, and 12th Avenue on the west as shown on Figure 15-1. The General Plan designates the properties within the Convention Center Expansion and Stadium Mixed-Use District as Multiple Use with a Downtown designation, which is intended to provide a range of single and multiple uses in

a setting of high intensity appropriate to Downtown's unique role as the regional center. The integration of commercial, residential, civic, institutional, and open space is emphasized.

The Convention Center Expansion and Stadium Mixed-Use land use designation is intended to create a regional convention center expansion, tourism, and sports and entertainment district patronized by local residents as well as visitors that will further the goals and policies of enhancing Downtown as the regional center for the City and County.

Mixed uses in the Convention Center Expansion and Stadium Mixed-Use District will accommodate convention center expansion, major sporting and event facilities, and visitor attractions. The classification contains a broad array of other uses, including but not limited to, eating and drinking establishments; cultural uses; athletic training and medical treatment facilities; retail stores including athletic team stores; motion picture, television, and other media broadcasting studios and facilities; and accessory offices, as well as other accessory and ancillary uses. The full range of uses will be specified in the Convention Center Expansion and Stadium Planned District.

Goals: Structure and Land Use

15.3.1-G-1 Provide a land use and development framework to guide the area's transformation into a regional convention center, tourism, and sports and entertainment district patronized by local residents as well as visitors.

15.3.1-G-2 Provide for a variety of uses that will foster a lively and active pedestrian district during the day and night throughout the year, not only when activities and events occur in the convention center expansion and stadium.

Policies: Structure and Land Use

15.3.1-P-1 Permit and encourage the multi-block development of an integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses.

15.3.1-P-2 Allow a diverse array of commercial uses, retail uses, and eating and drinking establishments in a unified development that fosters pedestrian activity at the street level intended to be patronized by local residents

as well as visitors, and that generates economic development and expanded business opportunities.

15.3.2 – Development Intensity and Buildout

Development Intensity and Buildout

This sub-chapter establishes the intensity of development within the District. Intensity is measured as floor area ratio (FAR), calculated by dividing gross floor area by total lot area of the development site including any public right-of-way that may be vacated, i.e. the average FAR for an entire site. The implementing zoning regulations in the Convention Center Expansion and Stadium Planned District shall define how gross floor area and FAR are calculated. If an integrated convention center expansion and stadium for professional football and other sports and entertainment is developed in the Convention Center Expansion and Stadium Mixed-Use District, the maximum development intensity shall be a 4.0 FAR excluding certain aspects of the development as stated below. The intensity and buildout of the stadium shall be limited by the seating capacity of the stadium. The convention center expansion shall include approximately three hundred eighty-five thousand (385,000) square feet in net floor area of exhibition halls, ballrooms, and meeting rooms, into which a stadium shall be integrated, which convention center facility may also include offices, restaurants, cafes, kitchen facilities, storage areas, parking, and other ancillary floor area, customarily part of a convention center facility. The stadium portion of the development shall have a permanent seating capacity of up to approximately sixty-five thousand (65,000) seats, including club seats, loge seats, suite seating and other premium seats, with expansion capability up to a maximum seating capacity of approximately seventy-five thousand (75,000) seats, including club seats, loge seats, suite seating and other premium seats.

Exclusions

Stadium. The gross floor area of the stadium and its accessory uses, including without limitation concourse and concession areas, locker rooms, training areas, meeting rooms, office, storage areas, and mechanical rooms shall be excluded from the calculation of the FAR.

Historic Resources. The gross floor area of a designated historic structure shall be excluded from the calculation of the FAR if the historic resource is rehabilitated or relocated and incorporated into the development.

Mechanical Penthouses. Mechanical penthouse areas shall be excluded from the calculation of the FAR when architecturally integrated into the overall building design.

Phantom Floors. Phantom floors shall be excluded from the calculation of the FAR.

Roof Decks. Roof deck areas shall be excluded from the calculation of the FAR, unless the perimeter walls enclosing the area exceed 6 feet in height for non-transparent materials or 12 feet in height for transparent materials.

Public Uses. Public safety facility areas shall be excluded from the calculation of the FAR.

Public Parking. All above-grade and below-grade parking areas shall be excluded from the calculation of the FAR.

Urban Open Space / Atria. Urban open space, atria and multi-level interior enclosed spaces and areas shall be excluded from the calculation of the FAR.

Goals – Development Intensity and Buildout

15.3.2-G-1 Provide a maximum intensity to facilitate the development of an integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses, including, but not limited to, retail and commercial uses, accessory athletic team uses, and eating and drinking establishments.

15.3.2-G-2 In addition to providing sufficient intensity to facilitate the regional convention center expansion, tourism, and sports and entertainment development, also establish development limits to ensure an appropriately sized development for an urban downtown site.

Policies – Development Intensity and Buildout

15.3.2-P-1 Exclude the following from intensity calculation:

- Stadium and accessory uses.

- Historic resources rehabilitated or relocated that are incorporated into a unified development.
- Mechanical penthouses, phantom floors, and roof decks.
- Public safety facilities, above-grade and below-grade parking facilities, and urban open spaces, atria and multi-level interior enclosed spaces and areas.

15.3.2-P-2 Establish maximum intensity and buildout.

15.3.2-P-3 Work proactively with the transit agencies to prioritize the earliest possible relocation of the bus yards located within the four block area bounded by K Street, 16th Street, Imperial Avenue, and 14th Street to allow the redevelopment of the District with an integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses.

15.3.3 – Neighborhood

The Convention Center Expansion and Stadium Mixed-Use District will be located between 12th Avenue and 16th Street in the southern portion of the Southeast sub-district of the East Village neighborhood. It will continue the tourism, sports and entertainment area created by Petco Park to the west, including a portion of the area included in the sport and entertainment district created in 1999, and is located immediately east and adjacent to new residential development between Park Boulevard and 12th Avenue. Across Imperial Avenue to the southwest is the 12th & Imperial Transit Center with trolley and bus service. The location is consistent with the Strategic Framework of the General Plan that calls for focusing new development in mixed-use transit nodes. The convention center expansion and stadium will provide a link between the Neighborhood Center between 14th and 16th Streets immediately across K Street to the north and the 12th & Imperial Transit Center to the southwest.

Goal – Neighborhood

15.3.3-G-1 Create a regional convention center expansion, tourism, and sports and entertainment district patronized by local residents as well as visitors

with a mix of convention center, commercial, retail, and sports and entertainment uses.

15.3.3-G-2 Develop an integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses, that is a multi-use development that fosters daytime and nighttime use throughout the year that adds to the viability of the Neighborhood Center to the north of K Street.

15.3.3-G-3 Encourage the design of the integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses, as a multi-use development with parking and other amenities that can be shared between uses and other adjacent projects to the extent feasible.

15.3.3-G-4 Pursue strategies that foster a vibrant regional convention center expansion, tourism, and sports and entertainment district while respecting adjacent neighborhoods, including but not limited to, Barrio Logan, Sherman Heights, Logan Heights, and Golden Hill.

Policies – Neighborhood

15.3.3-P-1 Authorize a wide variety of permitted uses to create an active mixed-use development that enlivens the area.

15.3.3-P-2 Establish design and development standards that foster a unique district while being compatible with adjacent areas.

15.4 – Urban Design and Urban Open Space

15.4.1 – Street Grid and Views

The development of an integrated convention center expansion and stadium and related uses over the multi-block area will require the uninterrupted development of the District between K Street and Imperial Avenue and between 12th Avenue and 16th Street. This will require bicycle and vehicular routes to not cross the District and public right-of-ways within the District to be vacated. No designated view corridors occur within the Convention Center Expansion and Stadium Mixed-Use District. Existing development south of Imperial

Avenue and Commercial Street precludes view corridors to the south of the District.

Goal – Street Grid

15.4.1-G-1 Create a unified site for the development of a convention center expansion and stadium for professional football and other sports and entertainment, together with related uses.

Policy – Street Grid

15.4.1-P-1 Allow an integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses, to be developed over multiple blocks with the vacation of public right-of-ways while encouraging pedestrian and bicycle connections between the areas north of K Street, particularly the Southeast Neighborhood Center, with areas south of Imperial Avenue including the 12th & Imperial Transit Center.

15.4.2 – Streetscape and Building/Street Interface

The Convention Center Expansion and Stadium Mixed-Use District is intended to foster convention center expansion, tourism, and sports and entertainment patronized by local residents as well as visitors in a pedestrian-friendly manner that will encourage activity on the street and connections to adjacent areas of downtown. The streetscape should be consistent around the perimeter of the District to create a unified theme. The Convention Center Expansion and Stadium Planned District should contain specific provisions for building/street interface and providing for building articulation and limiting blank walls.

Goals – Streetscape and Building/Street Interface

15.4.2-G-1 Enhance the Convention Center Expansion and Stadium Mixed-Use District through distinctive streetscape. Promote street trees and unified landscape treatment along the District’s perimeter streets.

15.4.2-G-2 Envision streets as extensions of downtown’s open space network, presenting opportunities to linger, stroll, and gather, rather than simply as traffic movement spines.

15.4.2-G-3 Encourage development along streets that offers a rich visual experience; is engaging to pedestrians; and contributes to street life, vitality, and safety.

Policies – Streetscape and Building/Street Interface

15.4.2-P-1 Require new development to have a cohesive streetscape design.

15.4.2-P-2 Establish specific building/street interface requirements in the implementing Convention Center Expansion and Stadium Planned District that provide variety and modulation of street walls that emphasize pedestrian orientation.

15.4.2-P-3 Establish in the implementing Convention Center Expansion and Stadium Planned District requirements for the proposed development to undergo advisory design review.

15.4.3 – Urban Open Space and Linkage to Surrounding Neighborhoods

The Convention Center Expansion and Stadium Mixed-Use District should be encouraged to incorporate urban open spaces generally open to the public to help integrate the project with adjacent development to create spaces to linger and gather before and after events and throughout the year. The District is located between the envisioned Neighborhood Center north of K Street and the existing 12th & Imperial Transit Center to the southwest. The Transportation section below discusses pedestrian and bicycle connections to surrounding neighborhoods.

Goal – Urban Open Space and Linkage to Surrounding Neighborhoods

15.4.3-G-1 Encourage the inclusion of urban open space.

Policy – Urban Open Space and Linkage to Surrounding Neighborhoods

15.4.3-P-1 To the extent feasible, provide urban open spaces at the street level to create gathering spaces at primary entry points to the District as a way to create linkages with adjacent neighborhoods.

15.4.4 – Sustainable Development

In the context of downtown San Diego and the Convention Center Expansion and Stadium Mixed-Use District, sustainable development occurs at three levels: Planning, Urban Design, and Green Building

Goal – Sustainable Development

15.4.4-G-1 Promote sustainable development and design.

Policies – Sustainable Development

15.4.4-P-1 Allow mixed-use development that fosters efficient use of land.

15.4.4-P-2 Encourage walking, biking, and transit use to reduce auto-dependency.

15.4.4-P-3 Require street trees and encourage urban open spaces with trees and landscaping.

15.4.4-P-4 Encourage building design that meets the applicable state Green Building regulations and, to the extent feasible, exceeds the state Green Building regulations.

15.5 – Transportation

Streets and Passages

Development of the Convention Center Expansion and Stadium Planned Mixed-Use District will require routing vehicle traffic around the site and vacating public right-of-ways within the District. As discussed earlier in this chapter, the District is located between the envisioned Neighborhood Center north of K Street and the existing 12th & Imperial Transit Center to the southwest. It is recommended that the project design allow pedestrian and bicycle passages that do not cross through the District but provide linkages with surrounding neighborhoods and activity nodes. K Street on the northern perimeter of the District is designated a Green Street that should be continued along the eastern side of the District.

Goals – Transportation

15.5.1-G-1 Create pedestrian and bicycle links along the periphery of the District to surrounding neighborhoods.

15.5.1-G-2 Extend the City's Green Street network outside of the District.

15.5.1-G-3 Pursue strategies to reduce vehicle travel distances from the freeway to the District.

Policies – Transportation

15.5.1-P-1 To the extent feasible, provide pedestrian and bicycle passages along the periphery of the District to create linkages between the Neighborhood Center to the north, the 12th & Imperial Transit Center to the southwest, and neighborhoods south of Imperial Avenue.

15.5.1-P-2 The proposed Class III bicycle facility proposed for 14th Street should be relocated to the periphery of the District to provide a continuous connection. If feasible, connecting the bicycle facility within the District should be evaluated.

15.5.1-P-3 Encourage 16th Street to be improved as a Green Street.

Parking

Providing parking at standard code rates for each of the uses would provide an oversupply of parking that would discourage transit use and other modes of transportation. Since most professional football games occur on Saturdays and Sundays, as do other sporting and entertainment events, when many offices and businesses are not open, a surplus supply of parking spaces would be available throughout the downtown area on many event days. Parking for the District should be provided on a shared-use basis and utilize on- and off-site parking as needed.

Goal – Parking

15.5.2-G-1 Promote shared parking both on- and off-site with an appropriate quantity of parking to avoid an oversupply of parking.

Policies – Parking

15.5.2-P-1 In the parking regulations in the Convention Center Expansion and Stadium Planned District, emphasize shared parking ratios.

15.5.2-P-2 Allow off-site and shared parking arrangements to maximize efficient use of parking resources recognizing the surplus supply of parking spaces available on many stadium event days.

15.5.2-P-3 Provide motorcycle and bicycle parking spaces in addition to automobile spaces.

15.6 – Historic Resources

Local Historic Resource

The Wonder Bread Factory building located at 1441 L Street within the District is a designated local historic resource on the San Diego Register. Development of an integrated convention center expansion and stadium may require the relocation of the Wonder Bread Factory building, although integration of the façade into the convention center expansion is encouraged.

Goal – Local Historic Resource

15.6.1-G-1 Encourage the preservation of the Wonder Bread Factory building façade if feasible.

Policies – Local Historic Resource

15.6.1-P-1 If feasible, incorporate the Wonder Bread Factory building façade in the design of the convention center expansion either in its current location or elsewhere within the District.

15.6.1-P-2 The requirements of the Convention Center Expansion and Stadium Planned District shall provide the approval and authorization for the incorporation and/or relocation of the Wonder Bread Factory building façade. No additional review, approval or clearance related to the Wonder Bread Factory building shall be required.

15.7 – Arts and Culture

The integrated convention center expansion and stadium and related uses will be a significant civic development in the City visited and patronized by residents, visitors, tourists, and spectators. The development may provide opportunities for public art, sports history and memorabilia collection and/or

sports museum and/or regional and local (college, high school and youth) sports museum.

Goal – Arts and Culture

15.7.1-G-1 Encourage the incorporation of public art, sports history and memorabilia and/or museum and/or regional and local sports museum in the project.

Policies – Arts and Culture

15.7.1-P-1 Allow a sports history and memorabilia and/or museum and/or regional and local sports museum as a permitted use in the project.

15.7.1-P-2 Incorporate public art at a location within the District integrated into the project’s design.

15.8 – Health & Safety

Geologic and Seismic Hazards

Various regulations enforced by the State of California and City of San Diego are intended to mitigate potential earthquake-related risks for new and existing development: Alquist-Priolo Zone Act, City of San Diego Fault and Liquefaction Zones, and Uniform Building Code. These regulations will be implemented in any development. Known faults and a high potential liquefaction zone have been identified on the western edge of the Convention Center Expansion and Stadium Mixed-Use District.

Goal – Geologic and Seismic Hazards

15.8.1-G-1 Maintain a safe and livable environment by mitigating and avoiding risks posed by seismic conditions.

Policy – Geologic and Seismic Hazards

15.8.1-P-1 Implement all applicable seismic-safety development requirements, including Alquist-Priolo Zone Act, City requirements for areas subject to potential liquefaction, and building codes.

Noise

An integrated convention center expansion and stadium for professional football and other sports and entertainment, together with related uses have unique operating characteristics that warrant unique regulations relative to the generation of noise by permitted uses. The environmental design features in Appendix 15A to this Chapter 15 for the Convention Center Expansion and Stadium Mixed-Use District will include appropriate noise control features.

Goal – Noise

15.8.2-G-1 Promote design and operational strategies that reduce continuous disruptive noise.

Policies – Noise

15.8.2-P-1 Develop requirements for the Convention Center Expansion and Stadium Mixed-Use District that are intended to moderate noise while allowing all permitted uses.

15.8.2-P-2 Allow a wide range of uses permitted by right including, but not limited to conventions, exhibitions, trade shows, conferences, meetings, banquets, civic events, pageants, patriotic celebrations, public and private gatherings, sporting events, live entertainment, concerts, festivals, fairs, public markets, exhibitions, outdoor activities, fireworks and other special pyrotechnical effects, and eating and drinking establishments.

Environmental Design Features

If an integrated convention center expansion and stadium is developed within the Convention Center Expansion and Stadium Mixed-Use District covered by this Chapter, the environmental design features in Appendix 15A shall be the only environmental design features or mitigation measures that apply.

Appendix 15A

Environmental Design Features

The following are environmental design features (“Environmental Features”) required for the development, construction, operation, maintenance and/or management of the integrated convention center expansion and stadium and related uses (“Project”) within the Convention Center Expansion and Stadium Mixed-Use

District. During the course of implementation of the Project, the developer or operator may request modifications to the Environmental Features and the City Manager or his/her designee may administratively approve such modifications if the City Manager or his/her designee determines that such modifications provide a similar level of protection from or reduction of the related environmental issues.

<u>ENVIRONMENTAL DESIGN FEATURES</u>	<u>IMPLEMENTATION TIME FRAME</u>
<u>AIR QUALITY (AQ)</u>	
<p><u>AQ. 1: Prepare and implement a Construction Management Plan which includes but is not limited to the following, as appropriate:</u></p> <ol style="list-style-type: none"> <u>1. Exposed soil areas shall be watered twice per day. On windy days or when fugitive dust can be observed leaving the development site, additional applications of water shall be applied as necessary to prevent visible dust plumes from leaving the development site. When wind velocities are forecast to exceed 25 miles per hour, all ground disturbing activities shall be halted until winds are forecast to abate below this threshold.</u> <u>2. Dust suppression techniques shall be implemented including, but not limited to, the following:</u> <ol style="list-style-type: none"> <u>a. Portions of the construction site to remain inactive longer than a period of three months shall be stabilized to minimize dust generation.</u> <u>b. On-site access points shall be paved as soon as feasible or watered periodically or otherwise stabilized.</u> <u>c. Material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.</u> <u>d. The area disturbed by clearing, grading, earthmoving, or excavation operations shall be minimized at all times.</u> <u>3. Vehicles on the construction site shall travel at speeds less than 15 miles per hour.</u> <u>4. Material stockpiles subject to wind erosion during construction activities, which will not be utilized within three days, shall be covered with plastic, an alternative cover deemed equivalent to plastic, or sprayed with a nontoxic chemical stabilizer.</u> <u>5. Where vehicles leave the construction site and enter adjacent public streets, the streets shall be swept daily or washed down at the end of the work day to remove soil tracked onto the paved surface. Any visible track-out extending for more than fifty (50) feet from the access point shall be swept or washed within thirty (30) minutes of deposition.</u> <u>6. All diesel-powered vehicles and equipment shall be properly operated and maintained.</u> <u>7. All diesel-powered vehicles and gasoline-powered equipment shall be turned off when not in use for more than five minutes, as required</u> 	<p><u>Prior to demolition or grading Permit</u></p>

<u>ENVIRONMENTAL DESIGN FEATURES</u>	<u>IMPLEMENTATION TIME FRAME</u>
<p><u>by state law.</u></p> <p><u>8. The construction contractor shall utilize electric or natural gas-powered equipment in lieu of gasoline or diesel-powered engines, where feasible.</u></p> <p><u>9. As much as possible, the construction contractor shall time the construction activities so as not to interfere with peak hour traffic. In order to minimize obstruction of through traffic lanes adjacent to the property, a flag-person shall be retained to maintain safety adjacent to existing roadways, if necessary.</u></p> <p><u>10. The construction contractor shall support and encourage ridesharing and transit incentives for the construction crew.</u></p> <p><u>11. Low volatile organic compounds (VOC) coatings shall be used as required by applicable San Diego Air Pollution Control District (SDAPCD) rules. Spray equipment with high transfer efficiency, such as the high volume low pressure (HPLV) spray method, or manual coatings application such as paint brush hand roller, trowel, spatula, dauber, rag, or sponge, shall be used to reduce VOC emissions, where feasible.</u></p> <p><u>12. If construction equipment powered by alternative fuel sources (e.g. LPG/CNG) is available at comparable cost, the developer shall specify that such equipment be used during all construction activities on the development site.</u></p> <p><u>13. The developer shall require the use of particulate filters on diesel construction equipment if use of such filters is demonstrated to be cost competitive for use on this development.</u></p> <p><u>14. During demolition activities, safety measures as required by City/County/State laws for removal of toxic or hazardous materials shall be utilized.</u></p> <p><u>15. Rubble piles shall be maintained in a damp state or otherwise stabilized to minimize dust generation.</u></p> <p><u>16. During finish work, low-VOC paints and efficient transfer systems shall be utilized, to the extent possible.</u></p> <p><u>17. If alternative-fueled and/or particulate filter-equipped construction equipment is not feasible, construction equipment shall use the newest, least-polluting equipment, whenever possible.</u></p> <p><u>18. Contractor contact information and responsibilities.</u></p> <p><u>19. Construction hours.</u></p> <p><u>20. Material storage and construction trailer locations.</u></p> <p><u>21. Haul routes.</u></p> <p><u>22. Construction parking plan.</u></p> <p><u>23. Construction Traffic Management Plan (e.g., flag persons, signs, etc. as needed).</u></p>	
<p><u>AQ. 2: The integrated convention center expansion and stadium shall be designed to be able to achieve the criteria for Leadership in Energy</u></p>	<p><u>Prior to issuance of</u></p>

<u>ENVIRONMENTAL DESIGN FEATURES</u>	<u>IMPLEMENTATION TIME FRAME</u>
and Environmental Design (LEED) certification as determined by a LEED accredited professional.	<u>building permit</u>
<p><u>AQ.3:</u> Prepare and implement a Transportation Management Plan which includes but is not limited to the following, as appropriate:</p> <ol style="list-style-type: none"> <u>1. Provide incentives for vanpools and electric vehicles during events at the convention center expansion and stadium such as through parking rates;</u> <u>2. Provide incentives to encourage transit use by service employees, such as discounted transit passes;</u> <u>3. Use electric maintenance carts for operations at the convention center expansion and stadium where feasible;</u> <u>4. Establish incentives for parking at outlying areas and using mass transit to access the convention center expansion and stadium such as through parking rates; and</u> <u>5. Encourage use of for-fee bus and trolley service from outlying areas to the convention center expansion and stadium.</u> 	<u>Ongoing during operation</u>
<p><u>AQ.4:</u> Appoint a construction relations officer to act as a community liaison concerning on-site construction activities. A contact phone number for the construction relations officer shall be posted at the property.</p>	<u>Prior to demolition, grading or building permit</u>
<p><u>AQ.5:</u> Project construction deliveries shall be scheduled, where feasible, during off-peak traffic periods to encourage the reduction of trips during the most congested periods.</p>	<u>Ongoing during construction</u>
<u>CULTURAL RESOURCES (CR)</u>	
<p><u>CR.1:</u> If the potential exists for direct and/or indirect alterations to retained or relocated designated historical resources, the following measures shall be implemented. The Applicant shall have a historic preservation consultant meeting the Secretary of Interior's Professional Qualifications Standards prepare and monitor the implementation of a Treatment Plan in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the associated applicable Secretary of the Interior's Guidelines. The Treatment Plan shall be shown as notes on all applicable construction documents (i.e. for construction in which the potential exists for direct and/or indirect alterations to retained or relocated designated historical resources on the property).</p>	<u>Prior to grading or building permit</u>
<p><u>CR.2:</u> A qualified archaeologist shall monitor all excavation and grading activities during initial site excavation and grading for project development. If archaeological resources are encountered during the initial ground disturbance, the archaeological monitor shall halt grading in the immediate vicinity where such resources are encountered and shall initiate an archaeological testing program. Archaeological resources found during grading shall be preserved in place to the extent feasible. If preservation in place is not feasible, a data recovery testing program shall be prepared by the archaeologist. The testing program shall include the recordation of artifacts, controlled removal of materials, and curation of a representative sample of recovered resources within a qualified curation facility. A testing report shall be deposited with the California Historical</p>	<u>Ongoing during construction</u>

<u>ENVIRONMENTAL DESIGN FEATURES</u>	<u>IMPLEMENTATION TIME FRAME</u>
<u>Resources Regional Information Center.</u>	
<p><u>CR.3:</u> <u>The developer shall retain a qualified paleontologist or paleontological monitor to monitor (i) at all times during the original cutting of previously undisturbed sediments within the San Diego Formation to inspect the excavation and spoils for the presence of fossil remains and (ii) at least half-time during the original cutting of previously undisturbed sediments in the Bay Point Formation except if a representative initial sample of the site reveals no significant fossil remains to the satisfaction of the paleontological monitor, then such monitoring may be terminated. When fossils are discovered, the paleontologist or paleontological monitor shall recover them. The paleontologist or paleontological monitor shall be allowed to temporarily direct, divert or halt excavation work to allow recovery of fossil remains in a timely manner. Fossil remains collected during the monitoring and salvage portion of the mitigation program shall be cleaned, sorted and catalogued and then with the owner’s permission, deposited in a scientific institution with paleontological collections. A final summary report shall be prepared outlining the methods followed and summarizing the results of the recovery program. This report shall also include a list of the kinds of fossils recovered, and a summary of the stratigraphic context of all collecting localities. This report shall be submitted to the San Diego Natural History Museum and any scientific institution that received salvaged fossils from the activity.</u></p>	<u>Ongoing during construction</u>
<u>GEOLOGY/SOILS (GEO)</u>	
<p><u>GEO.1:</u> <u>Prepare site-specific engineering geology and geotechnical reports in accordance with the San Diego Building Code to the satisfaction of the Development Services Department and comply with the site-specific recommendations set forth therein. The geology and geotechnical reports shall include site-specific studies and analysis for potential geologic and/or geotechnical hazards at the property. Geotechnical reports shall address the design of foundations, walls below grade, retaining walls, shoring, subgrade preparation for floor slab support, paving, earthwork methodologies, and dewatering, where applicable. Geology and geotechnical reports may be prepared separately or together and signed and stamped by a Professional Geologist or Professional Engineer licensed in the State of California.</u></p>	<u>Prior to grading or building permit</u>
<p><u>GEO.2:</u> <u>Where applicable, demonstrate that liquefaction either poses a sufficiently low hazard to satisfy the defined acceptable risk criteria, in accordance with applicable requirements, or implement suitable measures to effectively reduce the hazard to acceptable levels in accordance with applicable building requirements. The analysis of liquefaction risk shall be signed and stamped by a Professional Geologist or Professional Engineer licensed in the State of California and shall be submitted to the satisfaction of the Development Services Department.</u></p>	<u>Prior to grading or building permit</u>
<p><u>GEO.3:</u> <u>Structures shall be designed to withstand hydrostatic pressures consistent with applicable building regulations.</u></p>	<u>Prior to construction</u>
<u>HAZARDOUS MATERIALS (HAZ)</u>	
<p><u>HAZ.1:</u> <u>Any soil, groundwater and/or subsurface structures contaminated with hazardous substances encountered on-site during construction shall be managed in accordance with applicable laws.</u></p>	<u>Prior to and/or during construction</u>

<u>ENVIRONMENTAL DESIGN FEATURES</u>	<u>IMPLEMENTATION TIME FRAME</u>
<p><u>Such management may include without limitation:</u></p> <p><u>removal and proper disposal and/or treatment of any contaminated material encountered on-site as necessary to comply with applicable law;</u></p> <p><u>design and construction of improvements on-site in a manner protective of occupants from contamination to the extent required by applicable law;</u></p> <p><u>obtain and comply with any applicable permits or approvals required under applicable laws for the management of hazardous materials encountered during construction on-site; and</u></p> <p><u>to the extent that underground storage tanks are encountered during construction, any required closure permits for hazardous materials storage structures shall be filed and any required remediation of soil and/or groundwater shall be conducted in compliance with applicable laws.</u></p>	
<p><u>HAZ.2:</u> <u>Asbestos surveys of buildings to be demolished and, if necessary, abatement, shall be undertaken in compliance with applicable laws prior to building demolition.</u></p>	<p><u>Prior to demolition</u></p>
<p><u>HAZ.3:</u> <u>Lead based paint surveys of buildings to be demolished and, if necessary, abatement, shall be undertaken in compliance with applicable laws prior to building demolition.</u></p>	<p><u>Prior to demolition</u></p>
<p><u>HAZ.4:</u> <u>Hazardous materials, if any, associated with Project construction shall be located and stored in compliance with applicable federal, state and local requirements. Response procedures for spills and leaks of hazardous materials, if any, shall be established in compliance with applicable federal, state and local requirements.</u></p>	<p><u>Ongoing during construction</u></p>
<p><u>HAZ.5:</u> <u>Hazardous materials, if any, associated with maintenance of the Project and uses shall be located and stored in compliance with applicable federal, state and local laws. Response procedures for spills and leaks of hazardous substances, if any, shall be established in compliance with applicable federal, state and local laws.</u></p>	<p><u>Ongoing during operation</u></p>
<p><u>HYDROLOGY/WATER QUALITY (HYD/WQ)</u></p>	
<p><u>HYD/WQ.1:</u> <u>Comply with applicable statewide General Permit for Discharges of Storm Water Associated with Construction Activities, if applicable for construction activities on the property. If applicable, a Notice of Intent to Comply shall be filed with the State Water Resources Control Board.</u></p>	<p><u>Prior to issuance of building permit</u></p>
<p><u>HYD/WQ.2:</u> <u>Comply with applicable National Pollutant Discharge Elimination System permit requirements for municipal storm water and urban runoff discharges to the extent applicable.</u></p>	<p><u>Ongoing during operation</u></p>
<p><u>LIGHT AND GLARE (LG)</u></p>	
<p><u>LG.1:</u> <u>Project construction lighting shall be shielded and/or aimed to direct the light source on to the property to the extent feasible. However, construction lighting shall not be so limited as to compromise the safety of construction workers.</u></p>	<p><u>Ongoing during construction</u></p>
<p><u>LG.2:</u> <u>Luminaires used in field lighting towers shall contain glare control optics and accessories such as arc tube shields and visors to</u></p>	<p><u>Prior to building permit</u></p>

<u>ENVIRONMENTAL DESIGN FEATURES</u>	<u>IMPLEMENTATION TIME FRAME</u>
<u>minimize the impact to the surrounding areas in close proximity to the stadium.</u>	
<u>LG.3:</u> <u>All building-mounted lighting (non-signage) shall direct the light to the intended object and shall not introduce additional light directly toward neighboring properties outside of the property.</u>	<u>Prior to certificate of occupancy</u>
<u>LG.4:</u> <u>Open-sided parking structures shall use cut-off luminaires or shall provide shields on the perimeter so that light from within the structure does not result in substantial levels of light spill on to off-site residences.</u>	<u>Prior to certificate of occupancy</u>
<u>LG.5:</u> <u>Surface parking lot lighting shall use full cut-off type fixtures to reduce intrusive light spill onto adjacent off-site residences.</u>	<u>Prior to building permit</u>
<u>LG.6:</u> <u>All exterior internally illuminated signage that is located immediately adjacent to off-site residences shall be shut-off within 30 minutes after conclusion of an event at the convention center expansion or stadium or 10:00 pm, whichever is later.</u>	<u>Ongoing during operation</u>
<u>LG. 7:</u> <u>Stadium and signage lighting shall be designed and oriented in such a manner as to reduce intrusive light spill on to adjacent off-site residences.</u>	<u>Prior to building permit</u>
<u>LG. 8:</u> <u>Lighting for any roof-top parking levels should either be wall-mounted or on poles. Light poles should not exceed a maximum height of fifteen feet, should be located at least twenty feet from any property line, and should be designed to limit the visibility of the light source from any property line. Lighting levels should comply with the requirements of the Illuminating Engineers Society’s Manual, as amended.</u>	<u>Prior to building permit</u>
<u>NOISE (N)</u>	
<p data-bbox="186 1534 1094 2085"><u>N.1:</u> <u>Prepare and implement a Construction Management Plan as set forth in AQ.1. The Construction Management Plan shall include construction noise management measures to reduce construction noise at off-site noise sensitive locations to the extent feasible. The Construction Management Plan shall provide that project construction and demolition activities shall be limited to between 7:00 am to 8:00 pm Monday through Saturday and 7:00 am to 6:00 pm Sundays and holidays except that the following construction activities may occur between 8:00 pm and 7:00 am Monday through Saturday and 6:00 pm and 8:00 am Sundays: construction activities which cannot be interrupted (e.g., continuous concrete pours); construction activities conducted within a structure located more than 400 feet from an off-site noise sensitive location; construction activities that must occur during such hours due to restrictions imposed by a public agency; and emergency repairs, such as repairs to damage to utility infrastructure.</u></p> <p data-bbox="186 2099 1094 2166"><u>At a minimum, the construction noise management plan shall include the following requirements:</u></p> <ul data-bbox="186 2179 1094 2456" style="list-style-type: none"> <li data-bbox="186 2193 1094 2408">• <u>Noise-generating equipment operated at the property shall be equipped with noise control devices to the extent reasonably available (i.e., mufflers, intake silencers, lagging, and/or engine enclosures). All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.</u> <li data-bbox="186 2421 1094 2456">• <u>Pile drivers used within 1,500 feet of off-site sensitive uses such as</u> 	<u>Prior to grading or building permit</u>

<u>ENVIRONMENTAL DESIGN FEATURES</u>	<u>IMPLEMENTATION TIME FRAME</u>
<p><u>residences and schools shall be equipped with noise control measures to reduce sound energy emissions associated with pile driving (e.g., use of noise attenuation shields or shrouds). Holes for piles will be pre-drilled to the extent feasible.</u></p> <ul style="list-style-type: none"> • <u>Temporary sound barriers shall be used and relocated, as needed, for grading and foundation work whenever construction activities occur within 150 feet of off-site residences, to block line-of-site between the construction equipment and the residences.</u> • <u>Loading areas shall be located away from off-site residences .</u> • <u>Haul routes shall avoid noise-sensitive land uses to the extent feasible.</u> • <u>Staging areas and construction material storage areas shall be located away from off-site residences.</u> • <u>A construction relations officer shall be designated to serve as a liaison with off-site residents, and a contact telephone number shall be provided to residents.</u> 	
<p>N.2: <u>The amplified sound system for concert events and other non-athletic events (including sound systems brought into the convention center expansion and stadium for specific events) shall be designed so that sound levels do not exceed 105 dBA, as measured at 100 feet from the edge of the stage.</u></p>	<p><u>Ongoing during operation</u></p>
<p>N.3: <u>The convention center expansion and stadium sound system, including the public address system, shall be designed, installed, and operated to reduce sound spillage to adjacent off-site sensitive uses such as residences and schools.</u></p>	<p><u>Ongoing during operation</u></p>
<p>N.4: <u>Fireworks displays at stadium events shall be limited to the following:</u></p> <ul style="list-style-type: none"> • <u>Other than as set forth below, no more than three 30-minute and ten 10-minute pyrotechnic fireworks display shall occur during a single football season;</u> • <u>Additional pyrotechnic fireworks displays of no more than 10-minute duration may occur on Season Opening Game, Season Closing Game, Memorial Day, Independence Day, Labor Day, New Year’s Eve, a winter holiday show, Playoff Games, Super Bowl Games; and</u> • <u>Theatrical fireworks displays of no more than 30 seconds duration will be allowed following home-team scoring events at each game.</u> 	<p><u>Ongoing during operation</u></p>
<p><u>PUBLIC SERVICES (PB)</u></p>	
<p>PB.1: <u>During Project construction, implement security measures at construction sites that are accessible to the general public. Security measures could include, but are not limited to, fencing, security lighting, and providing security personnel to patrol construction sites.</u></p>	<p><u>Ongoing during construction</u></p>
<p>PB.2: <u>A waste management plan shall be implemented to reduce waste diverted to local landfills. Components of the plan may include without limitation:</u></p> <ul style="list-style-type: none"> • <u>types of materials expected to enter the waste stream;</u> • <u>source reduction techniques to be used;</u> 	<p><u>Prior to certificate of occupancy</u></p>

<u>ENVIRONMENTAL DESIGN FEATURES</u>	<u>IMPLEMENTATION TIME FRAME</u>
<ul style="list-style-type: none"> ● <u>recycling and/or composting programs; and</u> ● <u>buy recycled programs.</u> 	
<p><u>PB.3:</u> <u>Clearly marked, durable, source sorted recycling bins shall be conveniently located within the property unless the property is under contract with a vendor to sort waste.</u></p>	<p><u>Ongoing during operation</u></p>
<p><u>PB.4:</u> <u>As part of the convention center expansion and stadium operations, the operator shall develop in consultation with the police department and fire department, and update as necessary, and implement a safety and operations plan that manages compliance with site security rules including noise management measures, alcoholic beverage sale conditions and communications systems and access for emergency response. The plan shall include provisions to ensure compliance with State requirements related to the sale of alcoholic beverages.</u></p>	<p><u>Ongoing during operation</u></p>
<p><u>PB.5:</u> <u>The operator shall pay the police and/or fire department the actual cost to staff additional personnel and equipment required by the operator.</u></p>	<p><u>Per event during operation</u></p>
<p><u>TRANSPORTATION, CIRCULATION, ACCESS AND PARKING (T)</u></p>	
<p><u>T.1:</u> <u>An Event Transportation Management Plan (ETMP) shall be developed and implemented in coordination with affected government agencies. The ETMP may include, without limitation, the following:</u></p> <ul style="list-style-type: none"> ● <u>Event traffic control</u> ● <u>Parking management</u> ● <u>Police control/traffic enforcement prior to and after major events</u> ● <u>Incident management plans and procedures</u> ● <u>Pedestrian and bicycle management</u> ● <u>Transit management</u> ● <u>Public information program.</u> 	<p><u>Prior to certificate of occupancy</u></p>
<p><u>T.2:</u> <u>Prepare and implement a Construction Traffic Management Plan as set forth in AQ.1 above. The Construction Traffic Management Plan shall include provisions for temporary traffic controls, such as flag persons, as needed, during construction to maintain traffic flows.</u></p>	<p><u>Prior to grading or building permit</u></p>
<p><u>T.3:</u> <u>Prepare and implement a Transportation Management Plan as set forth in AQ.2 above.</u></p>	<p><u>Ongoing during operation</u></p>
<p><u>T.4:</u> <u>Prepare and implement a Parking Management Plan which may include provisions to protect parking in the Gaslamp District, East Village and regulatory parking obligations of the Convention Center and restrict event parking in surrounding neighborhoods, which may include providing signage indicating “no event parking”, limited parking duration during events, security guards, and/or a parking fee structure to discourage long-term event parking.</u></p>	<p><u>Prior to certificate of occupancy</u></p>
<p><u>T.5:</u> <u>Provide adequate sidewalk widths in all pedestrian corridors to the extent feasible public health, safety or building code requirements do not conflict with the improvement.</u></p>	<p><u>Prior to certificate of occupancy</u></p>

Section 5. Amendments to San Diego Municipal Code.

The voters hereby amend the City of San Diego Municipal Code as follows (new language to be inserted into the San Diego Municipal Code is shown as underlined text and language to be deleted is shown in ~~striketrough text~~; language shown in regular type reflects the existing San Diego Municipal Code text and is provided for informational/reference purposes):

San Diego Municipal Code Chapter 3, Chapter 5, Chapter 6, Chapter 15, and the Official Zoning Map of the City of San Diego, are hereby amended as follows:

A. The real property bounded by the centerlines of the public right-of-ways of K Street on the north, 16th Street on the east, Imperial Avenue on the south, and 12th Avenue on the west, as shown on **Exhibit B** to this Initiative, is rezoned as follows: 1) the eastern portions are rezoned from CCPD-BP to CCPCP-BP/CCESPD-MU; and 2) the western portions are rezoned from CCPD-MC to CCPD-MC/CCESPD-MU, as the zones are described and defined by the Land Development Code and this Initiative. This action amends the Official Zoning Map of the City of San Diego.

B. Chapter 15 of the San Diego Municipal Code, part of the San Diego Land Development Code, is hereby amended to add Article 21 to read as follows:

Article 21: The Convention Center Expansion and Stadium Planned District

Division 1: General Rules

§1521.0101 Purpose and Applicability

(a) Purpose

The purpose of the *Convention Center Expansion and Stadium Planned District* is to establish land use regulations and *development* criteria to permit as a *development* option the *development* of a new integrated *Convention Center Expansion and Stadium* and related uses within the amended Downtown Community Plan area. This Article is intended to establish regulations that will:

1. Result in a distinctive world-class integrated *Convention Center Expansion and Stadium*.

2. Allow a diverse range of permitted uses to facilitate the area's further transformation into a regional convention center expansion, tourism, and sports and entertainment district patronized by local residents as well as visitors.
3. Establish standards that allow for a unique, unified site for *development of an integrated Convention Center Expansion and Stadium*, together with related uses.
4. Provide for advisory *design review* for an integrated *Convention Center Expansion and Stadium*, together with related uses.
5. Provide economic development opportunities associated with *development of an integrated Convention Center Expansion and Stadium*, together with related uses.

FIGURE A
CONVENTION CENTER EXPANSION AND
STADIUM PLANNED DISTRICT



(b) Boundaries and Applicability

- (1) The Convention Center Expansion and Stadium Planned District is within the boundaries of the amended Downtown Community Plan, specifically those properties bounded by K Street on the north, 16th Street on the east, Imperial Avenue on the south, and 12th Avenue on the west as shown in Figure A.
- (2) This Article shall be applicable if an integrated Convention Center Expansion and Stadium is to be developed within the boundaries described above and such Convention Center Expansion and Stadium development shall solely be regulated by this Article.
- (3) If an integrated Convention Center Expansion and Stadium is not to be developed within the boundaries of the Convention Center Expansion and Stadium Planned District this Article shall have no force and effect.

§1521.0102 Applicable Regulations

(a) Notwithstanding any provision of the San Diego Municipal Code or any other law of the City to the contrary, including but not limited to, Chapter 15, Article 1, Division 1, the only applicable Land Development Code regulations in the Convention Center Expansion and Stadium Planned District shall be those included in this Article 21. The Convention Center Expansion and Stadium Planned District regulations shall supersede any regulations in the Land Development Code that are inconsistent with the regulations in this Article.

(b) The applicable regulations of the Land Development Code regarding Grading Regulations (Chapter 14, Article 2, Division 1), Drainage Regulations (Chapter 14, Article 2, Division 2), Subdivision Regulations (Chapter 14, Article 4), Building Regulations (Chapter 14, Article 5), Electrical Regulations (Chapter 14, Article 6), Plumbing Regulations (Chapter 14, Article 7), and Mechanical Regulations (Chapter 14, Article 8) shall apply. Where there is a conflict between the Land Development Code and this Article, this Article shall apply.

§1521.0103 Definitions

The following definitions and those definitions related to *signs* in Section 1521.0403(e) apply to this Article. Each word or phrase that is defined in this Article appears in the text of this Article in italicized letters.

Accessory structure means a *structure* attached to or detached from a *primary structure* located on the same *premises* that is customarily incidental and subordinate to the *primary structure* or use. The term *accessory structure* includes *accessory buildings*.

Accessory use means a use of land or building, or portion thereof that is customarily incidental to, related to, and clearly subordinate to a *primary use* of the land or building located on the same *premises*.

Active commercial uses mean commercial uses that are accessible to the general public, that generate walk-in clientele, and that contribute to a high level of pedestrian activity. *Active commercial uses* include retail shops, restaurants, bars, commercial recreation and entertainment, *personal and convenience services*, banks, travel agencies, airline ticket agencies, *child care facilities*, *cultural uses*, theaters and the performing arts, libraries, museums, and galleries.

Applicant means the developer of the *Convention Center Expansion* and *Stadium* who has filed an application for a permit, map, or other matter.

Blank wall means any *street wall* area that is not transparent, including solid doors and mechanical area wall(s).

Bona-fide eating establishment means a place that is primarily used for serving individually prepared meals to guests for compensation. A *bona-fide eating establishment* contains suitable *kitchen* facilities within the establishment and adequate seating for patrons.

Building materials mean all materials visible from the exterior of a *development*, including materials used for walls, roofs, *structures*, windows, doors, and architectural or decorative features applied to the *façade*.

Child care facility means a facility that provides nonmedical care for children less than 18 years of age, on less than a 24-hour basis including small family day care homes, large family day care homes, and child care centers.

Civic San Diego means the non-profit public corporation, of which the City of San Diego is the sole member, or a successor organization, if any.

Clearing means the cutting and removal of existing vegetation from a site without disturbance to the soil or surface or destruction of the root system.

Convention Center Expansion means a convention center exhibition facility containing approximately three hundred eighty-five thousand (385,000) square feet in net floor area of exhibition halls, ballrooms, and meeting rooms, into which a *Stadium* shall be integrated, which convention center facility may also include offices, restaurants, cafes, kitchen facilities, storage areas, parking, and other ancillary gross floor area, customarily part of a convention center facility.

Convention Center Expansion and Stadium Development Permit means the permit(s) which are required pursuant to this Article.

Convention Center Expansion and Stadium Planned District means the Planned District governed by this Article.

Cultural institution or cultural use means a non-profit institution recognized as a 501(c), displaying or preserving objects of interest in the arts or sciences. Cultural uses include libraries, museums, non-profit art galleries, and interpretive centers.

Design review means ministerial advisory design review of the proposed *Convention Center Expansion* and *Stadium* within the Planned District governed by this Article.

Development means the act, process, or result of dividing a parcel of land into two or more parcels; of erecting, placing, constructing, reconstructing, converting, establishing, altering, maintaining, relocating, demolishing, using, or enlarging any building, structure,

improvement, lot, or premises; of clearing, grubbing, excavating, embanking, filling, managing brush, or agricultural clearing on public or private property including the construction of slopes and facilities incidental to such work; or of disturbing any existing vegetation.

Eating and drinking establishments means businesses serving prepared food or beverages for consumption on or off the premises.

Encroachment means an intrusion of development into the public right-of-way or into required yards.

Fence means a vertical barrier or enclosure constructed of any material that supports no load other than its own weight.

Floor means a horizontal, continuous, supporting, or nonsupporting surface of a structure.

Floor Area Ratio (FAR) means the ratio of total enclosed building gross floor area to the area of the premises. The FAR is an indication of the intensity of development. FAR shall not include the gross floor area of the Stadium and its accessory uses and other gross floor areas excluded by this Article.

Food sales means the retail sales of prepared food or food for home preparation including bakeries, candy stores, ice cream stores, delicatessens, grocery stores and supermarkets.

Grade means the elevation of the surface of the ground.

Grading means any earthwork that involves grubbing, excavating, embanking, or filling.

Gross floor area means the area included within the surrounding exterior walls of a building or portion thereof, exclusive of certain elements and features as set forth in Section 1521.0104. Gross floor area does not include areas below grade which are considered basements under the California Building Code.

Grubbing means the removal or destruction of vegetation by disturbance to the root system or soil surface by mechanical, chemical, or other means.

Kitchen means an area used or designed to be used for the preparation of food which includes facilities to aid in the preparation of food such as a sink, a refrigerator and stove, a range top or oven.

Live entertainment means live performances by musicians, singers, dancers, disc jockeys, or similar entertainers, and may include dancing by customers of an establishment.

Lot means a parcel, tract, or area of land established by plat, subdivision, or other legal means to be owned, used, or developed.

Mixed-use development means *development* that includes two or more land uses.

Mobile food trucks are motorized vehicles that function as transportable retail food and beverage facilities. *Mobile food trucks* do not include *pushcarts*.

Outdoor activities are temporary uses that include tailgating, farmer's markets and other markets, arts and cultural events, social or community events.

Pedestrian entrance means a functional entrance or door that is accessible to the general public from an enclosed occupied space. This does not include entrances to mechanical equipment or storage areas, emergency exits, or decorative nonfunctional doors and entrances.

Penthouse means a *structure* for enclosing mechanical equipment or stairs that is located on the roof of a multi-story building and set back from the vertical projections of the exterior building walls.

Personal and convenience services include services of a frequently recurring nature such as barber and beauty shops, drug stores, dry cleaning, self-service laundries, shoe repair and tailors.

Premises means the area of land within the *Convention Center Expansion and Stadium Planned District*.

Previously conforming means the circumstance where a use or *structure* complied with all applicable state and local laws when it was first built or came into existence, but because of a subsequent

change in zone or development regulations, is not in conformance with the current zone or all development regulations applicable to that zone.

Primary use means the allowed use on the premises that occupies a majority of the area of the premises.

Process One means an administrative process that allows the City Manager or his/her designee to approve or deny a permit based upon ministerial criteria outlined in this Article.

Property line means a line that defines the boundaries of a lot or the premises for purposes of applying development regulations.

Public right-of-way means a public easement for streets, alleys, or other uses.

Public safety facility means a facility operated by the City of San Diego or its agent that is utilized for public safety and emergency services, including police and fire protection.

Pushcart means moveable, wheeled, non-motorized vehicles used by vendors for the sale of food or beverage products or other retail items.

Roof deck means an enclosed or partially enclosed area, with or without an overhead structure, cover, or roof, that is located on a flat or relatively flat roof of a building. Any walled area erected exclusively to screen mechanical equipment is not a roof deck.

Screen, screened or screening means partial or full enclosure of a space or area by solid materials or landscaping that are compatible with the materials and architectural design of the development in order to block views of the area from nearby development or public rights-of-way.

Setback means a required distance inward from and perpendicular to a property line at or behind which all structures must be located unless otherwise specified.

Shared parking means the sharing of an off-street parking facility or facilities by two or more uses.

Stadium means a first class professional football stadium with a permanent seating capacity of up to approximately sixty-five thousand (65,000) seats, including club seats, loge seats, suite seating and other premium seats, with an expansion seating capacity of up to approximately seventy-five thousand (75,000) seats, including club seats, loge seats, suite seating and other premium seats, for larger events, including Super Bowls, and other ancillary uses, including without limitation, concession areas, restaurants, bars, clubs, retail stores, kiosks, media facilities, athletic training and medical facilities, locker rooms, offices, meeting rooms, banquet facilities, ticketing facilities, on-site and off-site signage, scoreboards, and other ancillary facilities customarily part of a stadium of a quality necessary to host professional football, professional soccer, collegiate, and civic events, and conventions, exhibitions and concerts.

Story means the area between *grade* and finished *floor*, the area between finish-*floor* elevations or the area between the finish-*floor* elevation and the roof elevation.

Street means that portion of the *public right-of-way* that is dedicated or condemned for use as a public road and includes highways, boulevards, avenues, places, drives, courts, lanes, or other thoroughfares dedicated to public travel, but does not include alleys.

Street frontage means the length of the *property line* along the *street* it borders.

Street wall means the building façade along a *property line* adjacent to any public *street*. The *street wall* may include arcades, colonnades, recessed entrances, or *urban open space*.

Structure means an edifice or building of any kind or any construction built up or composed of parts joined together in some definite manner including a wall, *fence*, pier, post, *sign*, or shelter.

Structured parking means all parking facilities that serve a *primary use* or that are open to the general public.

Urban open space means any usable space accessible to the general public which is 1,000 square feet or greater in size and includes plazas or parks.

§1521.0104 Rules of Calculation and Measurement

Gross floor area shall not include the following:

- (a) Stadium and its accessory uses, including without limitation concourse and concession areas, locker rooms, training areas, meeting rooms, office, storage areas, and mechanical rooms, shall not count as gross floor area.
- (b) Designated historic resources shall not count as gross floor area if the designated historic resource is rehabilitated or relocated and incorporated into the development.
- (c) Mechanical penthouses shall not count as gross floor area when architecturally integrated into the overall building design.
- (d) Phantom floors shall not count as gross floor area.
- (e) Roof decks shall not count as gross floor area unless three (3) or more of the perimeter walls enclosing the area exceed 6 feet in height for non-transparent materials or 12 feet in height for transparent materials.
- (f) Public safety facilities shall not count as gross floor area.
- (g) Above-grade and below-grade parking and loading areas shall not count as gross floor area.
- (h) Urban open space, atria and multi-level interior enclosed space shall not count as gross floor area.

Article 21: The Convention Center Expansion and Stadium Planned District

Division

Division 2: Permits and Procedures

§1521.0201 Administrative Regulations

(a) Administration

- (1) If an integrated *Convention Center Expansion and Stadium* is to be developed within the *Convention Center Expansion and Stadium Planned District*, the City shall administer this Article to ensure compliance with the provisions of this Article.**
- (2) If an integrated *Convention Center Expansion and Stadium* is not to be developed within the boundaries of the *Convention Center Expansion and Stadium Planned District* this Article shall have no force and effect.**

(b) Activities Regulated

- (1) No *Convention Center Expansion and Stadium* building, structure or improvement or portion thereof shall be erected, constructed, converted, demolished or established unless it complies with the requirements of this Article.**
- (2) The City Manager or his/her designee shall not issue any permit for such activities in any portion of the *Convention Center Expansion and Stadium Planned District* until the City Manager or his/her designee has issued a *Convention Center Expansion and Stadium Development Permit* signifying compliance with the provisions of this Article.**

§1521.0202 Convention Center Expansion and Stadium Development Permit Process

(a) Permit Required

- (1) A Convention Center Expansion and Stadium Development Permit shall be required for a Convention Center Expansion and Stadium prior to issuance of any City construction permits within the Convention Center Expansion and Stadium Planned District.
- (2) A permit is not required for modifications, repairs, or other alterations that do not require any permit issued by the City of San Diego or do not increase gross floor area.

(b) Overview of Decision Process

An application for an integrated Convention Center Expansion and Stadium within the Convention Center Expansion and Stadium Planned District shall be decided in accordance with the process described below.

(1) Process One

An application for a Convention Center Expansion and Stadium Development Permit processed in accordance with Process One may be approved or denied by the City Manager or his/her designee based upon ministerial criteria outlined in this Article. A public hearing is not required.

(c) Convention Center Expansion and Stadium Development Permit Process

(1) Collection of Fees or Deposits

(A) The applicant shall pay all generally applicable standard City fees or deposits for a development permit.

(B) If a deposit is required, and the deposit is insufficient to cover the actual cost to the City, the applicant shall submit an additional deposit, in an amount determined by the City Manager, to cover the City's actual costs. Actual City costs will be itemized in a statement to the applicant. Any portion of the deposit not required to cover the City's processing costs will be returned to the applicant.

(2) Review Procedures. A Convention Center Expansion and Stadium Development Permit shall be subject to the following rules:

(A) Administrative Review.

(i) Within fifteen (15) calendar days of receipt of a Convention Center Expansion and Stadium Development Permit application, the City Manager or his/her designee (which for purposes of advisory design review may include, without limitation, Civic San Diego) shall initiate an advisory design review of the application as set forth in Section 1521.0202(c)(2)(B) below. Advisory design review shall occur prior to conducting an administrative review of the development in accordance with Process One. The City Manager or his/her designee shall not issue the Convention Center Expansion and Stadium Development Permit until the applicant has completed the advisory design review for the basic concept/schematic phase.

(ii) The City Manager or his/her designee shall issue the decision on the Convention Center Expansion and Stadium Development Permit

within forty-five (45) calendar days of the completion of advisory *design review* for the design development phase and shall at the applicant's request issue the *Convention Center Expansion and Stadium Development Permit* in phases, including but not limited to, *clearing, grubbing, demolition, grading, excavation, foundation, subsurface structure, and superstructure, following design review of the basic concept/schematic drawings.*

(iii) The decision of the City Manager or his/her designee regarding the *Convention Center Expansion and Stadium Development Permit* is final.

(B) *Advisory design review.* Advisory *design review* of the *Convention Center Expansion and Stadium* shall be undertaken by the City Manager or his/her designee (which for purposes of advisory *design review* may include, without limitation, *Civic San Diego*). The advisory *design review* process shall consist of the submission of:

(i) *Basic concept/schematic drawings.*

(ii) *Design development drawings.*

The City Manager or his/her designee shall provide a detailed *design review* of each drawing submission in writing within thirty (30) calendar days following receipt of the submission as provided for herein. If the design of the *Convention Center Expansion and Stadium* materially changes following *design review* of the design development drawings, the *applicant* shall resubmit the applicable drawings for subsequent

design review. The City Manager or his/her designee may issue the Convention Center Expansion and Stadium Development Permit in phases following the advisory design review of the basic concept/schematic drawings of the Convention Center Expansion and Stadium.

(C) Public Notice.

(i) Notice of advisory design review meetings shall be provided at least 10 days before the design review meeting as provided in (A) and (B) below:

(A) Written notice is mailed to (i) all addresses and owners of real property within three hundred (300) feet of the boundary of the District, (ii) any person who has submitted a written request for notification for the proposed development to the City, (iii) the officially recognized community planning group for the District, if any, and (iv) the San Diego County Regional Airport Authority.

(B) Placing a display advertisement of at least one-eighth page in a newspaper of general daily circulation within the City in addition to mailing the notices as set forth in (A) above.

(ii) Notice of Convention Center Expansion and Stadium Development Permit. The applicant requesting the Convention Center Expansion and Stadium Development Permit shall post three public notices on the perimeter of the District at least 10 days before the City Manager or his/her designee

issues a decision on a *Convention Center Expansion and Stadium Development Permit* in the *Convention Center Expansion and Stadium Planned District*.

(3) *Development Review Progression*

The preparation, submittal, and review of the integrated *Convention Center Expansion and Stadium* proposal shall proceed as follows:

(A) The *Convention Center Expansion and Stadium* may be reviewed in phases at the *applicant's* request. The criteria for submitting each stage of drawings and a description of the *design review* process are as follows:

(B) The basic concept/schematic drawings shall illustrate the basic organization of the site. The City Manager or his/her designee (which for purposes of advisory *design review* may include, without limitation, *Civic San Diego*) shall advise on the basic concept/schematic drawings for two- and three-dimensional considerations such as the relationship of land use within the project, relationship of the project to proposed and existing land uses adjoining the site, siting considerations such as vehicular and pedestrian circulation, provision for *urban open space*, architectural composition, quality of proposed materials, and three-dimensional images of the project. The *applicant* shall provide a narrative explaining the design concept and shall submit the following items as part of the basic concept/schematic drawings, to the extent applicable for the *development* phase being submitted:

- (i) Description of the *development* concept including the density, *gross floor area* devoted to specific land uses, number of *floors*, type of construction and *FAR*.
- (ii) Site plan at a scale no smaller than one thirty-second inch equals one foot ($1/32'' = 1'$). The site plan shall show the relationship of the proposed integrated *Convention Center Expansion* and *Stadium* and any related uses proposed at that time to nearby *development* within approximately three hundred (300) feet and shall also illustrate the dimensions of the site and the proposed integrated *Convention Center Expansion* and *Stadium* and any related uses.
- (iii) *Floor* plans that illustrate subsurface and ground *floor* plans at a scale not smaller than one thirty-second inch equals one foot ($1/32'' = 1'$).
- (iv) At least two (2) project sections at a scale not smaller than one thirty-second inch equals one foot ($1/32'' = 1'$).
- (v) Exterior concept elevations of each *street* frontage.
- (vi) One (1) exterior perspective drawn from a *street* level view.
- (vii) Tabulation of the net and gross building area including *FAR*, building coverage, *urban open space* areas, and total area devoted to parking and number of spaces.

- (viii) Preliminary identification of materials, finishes, colors and landscaping.
- (ix) Preliminary off-site improvements, if any, landscape and *grading* plans that illustrate the design elements of on-site public spaces.
- (x) Statement of conformity to this Article.
- (xi) Massing model that illustrates the scale and architectural design concept of the project.

(C) Design development drawings should be a refinement of the basic concept/schematic drawings. Responses to advice provided during the advisory *design review* of the basic concept/schematic drawings shall also be provided. Drawings should include, to the extent applicable for the *development* phase being submitted, accurate site surveys, *floor plans*, elevations, sections, design details, and a palette of exterior colors and materials. Additional drawings, such as pedestrian and vehicular circulation, landscape plans, provision for servicing (i.e. loading areas), off-site improvement drawings, utility infrastructure, exterior architectural features, urban design features, or other project features, may also be provided to clarify the intent and extent of the project.

(d) Determination. A *Convention Center Expansion and Stadium Development Permit* shall be granted if the City Manager or his/her designee determines that the proposed integrated *Convention Center Expansion and Stadium*, as submitted or modified, is consistent with this Article.

(1) Permit Issuance. If the City Manager or his/her designee approves a *Convention Center Expansion and Stadium Development Permit*, in total or in phases, the *development* shall be referred to the Development

Services Department for any other ministerial actions as necessary. Denial of a *Convention Center Expansion and Stadium Development Permit* requires the City Manager or his/her designee to issue a detailed written determination of non-conformance with the provisions of this Article specifying the specific provisions of this Article, which have not been satisfied.

(2) Permit Time Limits. A *Convention Center Expansion and Stadium Development Permit* is effective for three years from the date of approval, which shall automatically be tolled during the period of any legal challenges. If a building permit has not been obtained within the three years, the *Convention Center Expansion and Stadium Development Permit* shall be extended for an additional year upon the *applicant* demonstrating good faith efforts to obtain the building permit.

(e) Minor Modifications and Interpretations. Minor modifications from the requirements and development standards in this Article may be approved by the City Manager or his/her designee pursuant to *Process One*. A minor modification may include, but is not limited to, a variation not to exceed five percent (5%) of a maximum height of a building or *structure* or a sign or to the locations of signs. Advisory *design review* is not required. Whenever any ambiguity or uncertainty exists related to the uses permitted in the *Convention Center Expansion and Stadium Planned District* or the application of this Article so that it is difficult to determine the precise application of the provisions of the Article, the City Manager or his/her designee shall, upon application by the *applicant*, issue written interpretations of the requirements of this Article consistent with the purpose and intent of this Article. A minor modification or interpretation pursuant to this provision shall not be deemed to be an amendment to this Article. The decision of the City Manager or his/her designee shall be final.

Article 21: The Convention Center Expansion and Stadium Planned District

Division 3: Zoning

§1521.0301 Land Use District

(a) Land Use District. The entire *Convention Center Expansion and Stadium Planned District* shall be located in the Convention Center Expansion and Stadium Mixed Use District subject to the use regulations in Section 1521.0302.

(b) Convention Center Expansion and Stadium Mixed Use (CCESPD-MU). This district accommodates *mixed-use development* that supports an integrated Convention Center Expansion and Stadium and related uses, including without limitation accessory uses, active commercial uses, urban open space, and outdoor activities.

§1521.0302 Use Regulations

(a) Previously conforming Land Uses and Structures

Prior to the development of an integrated Convention Center Expansion and Stadium, land uses and structures that were legally established under previous regulations but that do not conform to the land use regulations of this Article may continue to exist and operate, and the structures may be renovated, remodeled, and/or interior tenant improvements constructed provided the gross floor area is not increased. A change of use that does not expand the gross floor area of an existing structure is allowed.

(b) Permitted Land Uses

Uses Permitted by Right. The following uses are permitted by right in the *Convention Center Expansion and Stadium Planned District* and shall not require a Site Development Permit, Neighborhood Use Permit, Conditional Use Permit, or other similar permit.

(1) Integrated Convention Center Expansion and Stadium that may be used for conventions, exhibitions, trade

shows, conferences, meetings, banquets, civic events, pageants, patriotic celebrations, public and private gatherings, weddings, *live entertainment*, concerts, festivals, fairs, public markets, exhibitions, *outdoor activities*, and other similar uses;

(2) *Active commercial uses;*

(3) *Alcoholic beverage sales and service for on-site consumption within general seating, loge seating, club seating, suites, concourses, *bona-fide eating establishments*, restaurants, cafés, sidewalk cafés, lounges, bars, clubs, banquets, concession stands, kiosks, *pushcarts, mobile food trucks* and other establishments (indoor or outdoor) located throughout and within the *Convention Center Expansion and Stadium Planned District*, within sponsor(s), promotional and hospitality tents, pavilions and exhibits within the *Convention Center Expansion and Stadium Planned District*, and within other *eating and drinking establishments* within the *Convention Center Expansion and Stadium Planned District*;*

(4) *Athletic training, practice uses, facilities and fields, and fitness facilities and gyms;*

(5) *Child care facility;*

(6) *Cultural institutions and cultural uses including, but not limited to, museums, hall of fame, displays, memorabilia facilities, sports and entertainment experience facilities, facilities supporting public tours of the *Convention Center Expansion and Stadium*, and *accessory uses*;*

(7) *Eating and drinking establishments including, but not limited to, *bona-fide eating establishments*, cafés, sidewalk cafés, lounges, bars, clubs, banquet, catering services, concession stands, and other establishments*

- (indoor and outdoor) for food and beverage sales and service;
- (8) Fireworks and other special pyrotechnical and lighting effects in connection with events in the *Convention Center Expansion and Stadium Planned District*;
- (9) Kiosks, *pushcarts*, *mobile food trucks*, tents, and similar spectator facilities, including but not limited to, *food sales*, beverage, retail sales, entertainment and other amenities throughout the *Convention Center Expansion and Stadium Planned District*;
- (10) *Live entertainment*;
- (11) Medical offices and medical treatment facilities as *accessory uses* to permitted uses including sports teams and athletic uses;
- (12) Offices as *accessory uses* to the *Convention Center Expansion and Stadium*, convention, sports, athletic teams, entertainment, media, and other permitted uses;
- (13) Outdoor stages, and other similar facilities and venues for *outdoor activities*;
- (14) Public assemblies, facilities and uses (indoor and outdoor) including, but not limited to, *tailgating*, *outdoor activities*, *live entertainment*, concerts, festivals, fairs, public and private gatherings, public markets, exhibitions, conventions, conferences, meetings, banquets, civic events, weddings, pageants, patriotic celebrations, and other similar uses;
- (15) *Public safety facilities*;
- (16) Retail stores, *food sales*, kiosks, *pushcarts*, and similar facilities and uses including, but not limited to, the sale or rental of products or services associated with any uses allowed within the *Convention Center Expansion and*

Stadium Planned District and the sale of merchandise, souvenirs and novelties associated with the athletic teams, conventions, concerts, entertainment events and activities within the Convention Center Expansion and Stadium Planned District;

- (17) Signs, including but not limited to, advertising display signs and electronic message center signs;
- (18) Special events and temporary uses, including but not limited to, carnivals, circuses, parades, outdoor performances, and other outdoor activities;
- (19) Storage and other accessory structures and accessory uses as are customary and usual in connection with the permitted land uses;
- (20) Studios and facilities for motion picture, television and radio broadcasting, film or tape reproductions, closed circuit, cable or pay television or radio satellite transmission, pay-per-view, wireless networks, Internet, world wide web (including video streaming), and similar rights by whatever means or process, now existing or later developed, for preserving, transmitting, disseminating or reproducing data, images, audio, and other information for hearing or viewing, and on-site media studios and facilities, including, but not limited to, pre-event, half-time, post-event features and associated activities;
- (21) Surface and subterranean parking areas, multi-level parking structures, shared parking facilities, parking entry facilities, including but not limited to, parking payment structures, public plazas, and transit facilities;
- (22) Telecommunication facilities, including, but not limited to, antennas, transmission, transmitter, repeater, switching stations, uplinks, downlinks, cell towers, satellite dishes, microwave facilities, and other facilities

related to the transmission of media, including but not limited to, the broadcast of events;

- (23) Temporary filming activities;
- (24) Temporary and mobile broadcast and video facilities and equipment, and video displays in outdoor areas, including but not limited to, parking areas;
- (25) Temporary and/or permanent sponsor(s), promotional and hospitality tents, pavilions and exhibits; and
- (26) Other similar uses consistent with the intent of the *Convention Center Expansion and Stadium Planned District* as may be approved by the City Manager or his/her designee.

§1521.0303 Property Development Regulations

(a) Regulations

The following property development regulations shall apply to the *Convention Center Expansion and Stadium Planned District*:

(1) *Floor Area Ratio (FAR)*

A *Floor Area Ratio (FAR)* of 4.0 shall be the maximum development intensity in the *Convention Center Expansion and Stadium Planned District* with the following exemptions:

- (A) *Stadium* and its *accessory uses*, including without limitation *concourse and concession areas, locker rooms, training areas, meeting rooms, office, storage areas, and mechanical rooms*, shall not count as *gross floor area*.
- (B) *Designated historic resources* shall not count as *gross floor area* if the *designated historic resource*

is rehabilitated or relocated and incorporated into the District.

- (C) Mechanical penthouses shall not count as gross floor area when architecturally integrated into the overall building design.
- (D) Phantom floors shall not count as gross floor area.
- (E) Roof decks shall not count as gross floor area unless three (3) or more of the perimeter walls enclosing the area exceed six (6) feet in height for non-transparent materials or twelve (12) feet in height for transparent materials.
- (F) Public safety facilities shall not count as gross floor area.
- (G) Above-grade and below-grade parking and loading areas shall not count as gross floor area.
- (H) Urban open space, atria and multi-level interior enclosed spaces and areas shall not count as gross floor area.

(2) Permitted Heights

- (A) Heights for structures in the Convention Center Expansion and Stadium Planned District shall not exceed three hundred fifty (350) feet, excluding architectural features, scoreboards, structured roof canopies, flagpoles, and lighting facilities which may exceed the three hundred fifty (350) foot height limit by up to fifty (50) feet.
- (B) The height of the structures shall be measured from the average of the highest and lowest grades of the site to the top of the roof excluding uninhabited architectural projections.

- (3) Minimum lot size and lot coverage. Minimum lot size or lot coverage requirements shall not apply in the Convention Center Expansion and Stadium Planned District.
- (4) Setbacks. There shall be no minimum front yard, side yard, interior, or rear yard setbacks.
- (5) Permitted Projections.
- (A) Subsurface structures within the public right-of-way may project up to three (3) feet from the curb, or further if permitted by the City.
- (B) Occupied and non-occupied structures may extend over all sidewalks up to the curb-line, above an elevation of thirty (30) feet as measured from the finished sidewalk elevation at the curb-line to the building above.
- (6) Street activation. A minimum of fifteen percent (15%) of ground-floor street frontage shall contain active commercial uses.
- (7) Street wall
- (A) Street wall height. No maximum street wall height shall apply.
- (B) Street wall façade. The street wall façade should be architecturally modulated to create visual interest and diversity to be pedestrian-friendly.
- (C) Pedestrian entrances. At least thirty-three percent (33%), as measured as a percentage of the actual linear footage of the building perimeter, of each side of the ground floor frontage of the first story building walls that face a public street should be devoted to pedestrian entrances, visually open fence, or windows affording views into the stadium

concourses, or *active commercial uses*, if feasible.

All blank façades should be enhanced by architectural detailing, artwork, landscaping, signage or similar features having visual interest.

(8) *Urban open space.* The *development* is encouraged to incorporate *urban open space* open to the sky at the *street level*.

(9) *Fences and Freestanding Walls.* *Fences* and freestanding walls may not exceed twenty (20) feet in height above adjacent finished *grade*.

§1521.0304 Urban Design Guidelines

(a) *Convention Center Expansion and Stadium Design Guidelines*

The following guidelines are suggested for consideration in the design process for *development* within the *Convention Center Expansion and Stadium Planned District* and are not mandatory.

(1) *Character.* The following strategies form the basis of the design of buildings, streetscapes, plazas, and *urban open spaces* within the District:

(A) *Scale and Feeling of Public Space.* Create a pedestrian scale appropriate for a small number of people as well as larger crowds.

(B) *Language and Vocabulary of the District.* Employ elements to reinforce the spatial structure of the district, to convey the symbolism of the *Convention Center Expansion and Stadium Planned District*, and to provide information and directions.

(C) *Territoriality of Public Space.* All spaces should have a sense of ownership.

(D) Composition and Juxtaposition of Elements. Buildings, streetscape improvements, and landscaping should be designed to create a memorable experience.

(2) Building materials. Structures should be clad in durable high-grade materials (stone, tile, metal, brick, glass or similar) and these materials should wrap corners of exposed interior property line walls a minimum of three (3) feet. Exit corridors, garage openings, and all recesses should provide a finished appearance to the street.

(3) Utilities. Electrical transformers and generators may be located above-grade if located on private property outside the public right-of-way. Electrical transformers and generators should be located below-grade if within the public right-of-way. If located within a below-grade vault within the public right-of-way, the access hatch to the vault should be located at least five (5) feet back from the street curb, except that a minimum width access hatch may be located less than five (5) feet from the street curb if it does not interfere with the placement of street trees. Areas housing trash, storage, or other utility services should be located in the garage or be screened from view from the public right-of-way and adjoining developments, except for utilities required to be exposed by the City or utility company.

Backflow prevention devices should be located in a building alcove, landscaped area, or utility room within the building, outside of the public right-of-way, and screened from view. Utility services should not be located above grade in the public right-of-way unless no feasible alternative would better protect a designated historic resource.

- (4) Blank walls. Blank walls on the ground level of buildings should be limited in order to provide a pleasant and rich pedestrian experience.
- (5) Rooftops
- (A) Penthouse space, mechanical equipment, stair and elevator overruns, emergency helipads, vertical roof attachments, and decorative roof construction are allowed to achieve distinctive building tops, which should be designed as an integral part of the architectural design.
- (B) Mechanical equipment, appurtenances, and access areas should be grouped and architecturally screened consistent with the overall composition of the building.
- (6) Lighting. Lighting for construction and operation of uses within the Convention Center Expansion and Stadium Planned District, including within the Convention Center Expansion and Stadium, shall be regulated solely by this Article and the environmental design features applicable to the Convention Center Expansion and Stadium Mixed-Use District (Appendix 15A to Chapter 15 of the Downtown Community Plan), notwithstanding any other provision of the San Diego Municipal Code or any other law of the City to the contrary.
- (7) Noise. Noise from construction and operation of uses within the Convention Center Expansion and Stadium Planned District, including within the Convention Center Expansion and Stadium, shall be regulated solely by this Article and the environmental design features applicable to the Convention Center Expansion and Stadium Mixed-Use District (Appendix 15A to Chapter 15 of the Downtown Community Plan), notwithstanding any other

provision of the San Diego Municipal Code or any other law of the City to the contrary.

Article 21: The Convention Center Expansion and Stadium Planned District

Division 4: General and Supplemental Regulations

§1521.0401 Off-Street Parking and Loading Regulations

(a) Applicability. Notwithstanding any other provision of the San Diego Municipal Code or any other law of the City to the contrary, solely the off-street parking regulations of this Section 1521.0401 shall apply to uses within the *Convention Center Expansion and Stadium Planned District*.

(b) Off-Street Parking Space and Loading Bay Requirements. The parking requirements in Table 1521-04A and Section 1521.0401 shall apply to uses in the *Convention Center Expansion and Stadium Planned District*.

(c) Parking spaces shall be provided on a shared-use basis to avoid an oversupply of parking that would deter transit use and shall be approved as part of the *Convention Center Expansion and Stadium Development Permit*. A shared parking demand study shall not be required.

TABLE 1521-04A

NON-RESIDENTIAL OFF-STREET PARKING SPACE REQUIREMENTS

<u>Use Category</u>	<u>Minimum Required</u>	<u>Notes</u>
<i>Convention Center Expansion and Stadium Planned District</i> base requirement	1,300 parking spaces (which includes replacement of existing baseball stadium parking within the District)	
<i>Convention Center Expansion</i>	No additional above the Planned District base requirement	<i>Convention Center Expansion</i> shall be exempt beyond the Planned District base requirement
<i>Stadium</i>	Exempt	<i>Stadium</i> shall be exempt beyond the Planned District base requirement
<i>Accessory uses</i>	Exempt	<i>Accessory uses</i> within the <i>Convention Center Expansion</i> and <i>Stadium</i> shall be exempt from providing additional

<u>Use Category</u>	<u>Minimum Required</u>	<u>Notes</u>
		<u>parking</u>
<u>Office</u>	<u>Exempt</u>	<u>Offices are accessory use within the Convention Center Expansion and Stadium and exempt from providing additional parking.</u>
<u>Retail</u>	<u>Exempt</u>	<u>Retail spaces shall be exempt beyond the Planned District base requirement.</u>
<u>Eating and drinking establishments</u>	<u>Exempt</u>	<u>Eating and drinking establishments shall be exempt beyond the Planned District base requirement.</u>

- (1) Motorcycle and Bicycle Parking. Motorcycle, and bicycle parking spaces should be provided.
- (2) Off-street Loading.
 - (A) For developments (other than the Convention Center Expansion and Stadium) containing 30,000 to 100,000 square feet of commercial space, one off-street loading bay shall be provided that shall be a minimum of thirty (30) feet deep, fourteen (14) feet wide, and fourteen (14) feet tall (measured from the inside walls).
 - (B) For the Convention Center Expansion and Stadium:
 - (i) The number and size of loading bays should be as appropriate for efficient operation of the Convention Center Expansion and Stadium as determined by the applicant;
 - (ii) Loading bays should provide direct access into the internal circulation system of the Convention Center Expansion and Stadium;

(iii) Loading bays should share the parking access driveway, unless separate driveways better facilitate access to the loading bay and parking areas and decrease potential conflicts; and

(iv) Loading bay location should minimize traffic conflicts.

(d) Existing Buildings

Existing buildings may be converted from one land use to another without providing additional parking spaces.

(e) Subterranean Garages and Basements. *Encroachments in the public right-of-way* may be permitted as part of the *Convention Center Expansion and Stadium Development Permit* subject to the following additional criteria:

(1) Underground *encroachments* located more than eight (8) feet below the top of the sidewalk shall not be located within five (5) feet from the curb face, except to accommodate access hatches to underground vaults, unless otherwise permitted by the City. Such hatches shall be located to avoid interference with *street tree planting*.

(2) No *encroachment* shall be allowed to conflict with any approved plan for *street tree planting* and shall maintain a clear zone for such planting for a depth of eight (8) feet at the required locations, unless otherwise permitted by the City.

(f) Structured parking facility guidelines

Above-grade parking facilities in the *Convention Center Expansion and Stadium Planned District* should conform to the following standards:

(1) Parking located above the ground level should comply with the following:

(A) Roof-top parking is allowed.

(B) Any open areas in the exterior façade of the structure should be designed as an integral component of the overall architecture of the development.

(2) All interior surfaces of a parking structure visible from the exterior of the garage should be painted.

(3) All duct work or utility functions serving a parking structure should be screened from view from the public right-of-way.

(g) Parking Space Standards

All parking spaces required by this Section shall meet City standards. Tandem spaces and mechanical automobile lifts may be incorporated in the development.

(h) Driveway Slopes and Security Gates

Driveway slopes shall meet City standards. There shall be a transition behind the public right-of-way not to exceed a gradient of five percent (5%) for a distance of ten (10) feet. Security gates shall be located a minimum distance of ten (10) feet from the property line, and the door swing from any security gate shall not encroach into the ten (10) foot required minimum distance from the property line.

§1521.0402 Landscaping and Equipment Screening Guidelines

(a) Purpose. Landscaping for the Convention Center Expansion and Stadium should strive to conserve energy by the provision of shade trees over streets, sidewalks, parking areas, and other paving; to conserve water through low-water-using planting and irrigation design; and to improve the appearance of the built environment by increasing the quality and quantity of landscaping visible from public rights-of-way, and adjacent properties, with the emphasis on landscaping as viewed from public rights-of-way.

(b) All ground level refuse storage and mechanical equipment should be screened from view from the public right-of-way by walls, fences, buildings, landscaping or combinations thereof to a height of six (6) feet.

(c) All on-site open space or setback areas should include areas of landscaping or architectural enhancement.

(d) Mechanical equipment or appurtenances on the roof should be architecturally screened, enclosed, or painted to blend with the roof surface.

§1521.0403 Sign Regulations

(a) Objectives. Signs within the Convention Center Expansion and Stadium Planned District should be consistent with the following objectives:

(1) All signs should be appropriately related in size, shape, materials, letters, colors, and illumination, to be complementary to, and in scale with, the buildings on which they are placed. The design of the signs should reflect and complement the use of the building to the extent possible; and

(2) Signs should be designed and placed to be compatible with the theme, visual quality, and overall character of the Convention Center Expansion and Stadium Planned District.

(b) Applicability

(1) Notwithstanding any provision of the San Diego Municipal Code or any other law of the City to the contrary, solely the regulations in this Section shall apply to signs on the premises in the Convention Center Expansion and Stadium Planned District.

(c) Comprehensive Sign Plan Process for Signs in the Convention Center Expansion and Stadium Planned District.

(1) Application and Review

- (A) An application for a *Convention Center Expansion and Stadium Development Permit* for a comprehensive *sign* plan shall be made to the City Manager or his /her designee in accordance with the requirements of this Article and shall be decided in accordance with the process described in Section 1521.0202, except that the application for a comprehensive *sign* plan, which may be submitted and reviewed in phases at the applicant's request, shall be subject to a single-stage advisory *design review*. An application for a *Convention Center Expansion and Stadium Development Permit* for a comprehensive *sign* plan may be submitted before, concurrently with, or following an application for a *Convention Center Expansion and Stadium Development Permit* for the *Convention Center Expansion and Stadium*.
- (B) *Sign design review*. The comprehensive *sign* plan, which may be submitted and reviewed in phases, shall be subject to a single-stage advisory *design review* by the City Manager or his/her designee (which for purposes of advisory *design review* may include, without limitation, *Civic San Diego*). The advisory *design review* process shall consist of the submission of design development drawings for the *signs*.
- (C) Decision. The City Manager or his/her designee shall issue the decision within forty-five (45) days of the completion of advisory *design review* on the *Convention Center Expansion and Stadium Development Permit* for the comprehensive *sign* plan. A *Convention Center Expansion and Stadium Development Permit* shall be granted if

the City Manager or his/her designee determines that the proposed comprehensive *sign* plan, as submitted or modified, whether in total or in phases, is consistent with this Section.

(d) *Sign Permits*

(1) *When a Sign Permit is Required.* After obtaining a *Convention Center Expansion and Stadium Development Permit* for the comprehensive *sign* plan, an *applicant* shall obtain a *sign permit* pursuant to the following requirements for the installation or alteration of any *sign*, except for those *signs* specifically exempted in Section 1521.0403(d)(2) below.

(2) *Exemptions from a Sign Permit.* A *sign permit* is not required for the following *signs* or activities:

(A) *Changing the copy of a sign or maintenance of a sign that does not involve structural or electrical changes;*

(B) *Interior signs;*

(C) *Public utility and safety signs that are required by law;*

(D) *Signs that are required by law, other than public utility and safety signs that do not exceed the minimum dimensions specified by law;*

(E) *Real estate signs that are not illuminated;*

(F) *Construction site signs that are not illuminated;*

(G) *Nameplate identification signs and combination name plates and address signs with letters that do not exceed three (3) inches in height, are not illuminated, and do not exceed four (4) square feet in area;*

- (H) Accessory warning signs that provide warnings such as “no parking,” “watch dogs,” and “security service” that are not illuminated, do not exceed twelve (12) square feet in area, and do not project over a public right-of-way;
 - (I) Window signs;
 - (J) Tablets, memorials, and cornerstones that are built into the walls of a building, and provide information such as the name of the building and the date of construction;
 - (K) Bulletin boards for charitable or religious organizations provided that the signs do not exceed sixteen (16) square feet in area, do not project over a public right-of-way, and are not illuminated; and
 - (L) Temporary on-site banners, streamers, and pennants.
- (3) General Rules for Sign Permits
- (A) A separate sign permit is required for each sign on the premises unless the City Manager or his/her designee determines a single sign permit may be appropriate for more than one sign.
 - (B) A sign permit will include authorization for any electrical work within the sign. If a structural or electrical engineering analysis is required for a structure because of the proposed sign, the analysis must be approved by the Building Official.
 - (C) If the installation of a sign requires modification of a structure, a building permit may also be required.
- (4) Decision Process for Sign Permits. A decision on a sign permit application shall be made to the City Manager or

his/her designee in accordance with *Process One*. The *sign permit* shall be approved if the decision maker determines that the work described in the permit application, specifications, and any other submitted data complies with the signage requirements of this Section and any applicable construction regulations.

(5) Timeliness of Decision. A decision by the City Manager or his/her designee to approve or deny a *sign permit* shall be made no more than forty-five (45) business days after the date of submittal of the application and shall not be unduly delayed following approval of a *Convention Center Expansion and Stadium Development Permit* for the comprehensive *sign plan*. When a decision is not made within the required time, and the *applicant* does not waive time, the application shall be deemed denied. The timeliness requirement may be waived by the *applicant*.

(6) Issuance of a *Sign Permit*

(A) The *sign permit* may be issued after all approvals have been obtained. The *applicant* shall pay all generally applicable City standard fees for a *sign permit*.

(B) A *sign permit* shall not be issued for any *sign* that requires a *Convention Center Expansion and Stadium Development Permit* until the *Convention Center Expansion and Stadium Development Permit* has been issued for the comprehensive *sign plan*.

(e) Definitions

Advertising display sign means a *sign* where the *sign copy* does not pertain to the use of the property, a product sold, or the sale or lease of the property on which the *sign* is displayed and which does not identify the place of business as purveyor of the

merchandise or services advertised on the sign. Such signs include vehicle-mounted signs and billboards.

Aerial view sign means a sign that is applied on a roof or placed horizontally approximately parallel with the plane of the playing field intended to be viewed from above.

Architectural digital display sign means a sign which is integrated with, or otherwise integrated into, any architectural component of a structure which is controlled by electronic process in such a manner that different copy changes are instantaneously displayed on the sign. Architectural digital display signs may display still images, scrolling images, or moving images including video and animation, utilizing a series or grid of lights and/or projection onto the surface of the structure that may be changed by electronic means, including cathode ray, light emitting diode display (LED), plasma screen, liquid crystal display (LCD), fiber optics, projection, or other electronic media or technology now existing or later developed. Architectural digital display signs may contain individual pixels of a digital image, or other electronic media or technology now existing or later developed, that are embedded into the architectural components of the structure separated vertically or horizontally from one another, and may allow outward views from and within the supporting structure. Such a design may include digital mesh or netting, individual large scale illuminated pixels or other electronic media or technology now existing or later developed covering a building wall diffused behind translucent material forming an aggregate image, or horizontal or vertical banding integrated into the structure's architecture, which when viewed from a distance may be read as a unified image.

Banner means a printed or electronic banner, pennant, streamer, or other similar display.

Convention Center Expansion naming identification sign means a sign attached to the Convention Center Expansion or any

component of a structure within the Convention Center Expansion and Stadium Planned District identifying an entity or entities for which the Convention Center Expansion or portions thereof is named, including but not limited to, entries, exhibit halls, plazas, and concession areas.

Electronic message center sign means a sign which is controlled by electronic process in such a manner that different copy changes are instantaneously displayed on the sign. An electronic message center sign may display still images, scrolling images, or moving images including video and animation, utilizing a series or grid of lights that may be changed by electronic means, including cathode ray, light emitting diode display (LED), plasma screen, liquid crystal display (LCD), fiber optics, or other electronic media or technology now existing or later developed. An electronic message center sign may include advertising display signs, information signs, Convention Center Expansion naming identification signs, and Stadium naming identification signs.

Exempt signs shall mean the following signs within the Convention Center Expansion and Stadium Planned District:

- Aerial view signs;
- Construction site signs;
- Information signs;
- Internal signs;
- Signs of twenty-five (25) square feet or less on kiosks, pushcarts or tents;
- Signs required by law;
- Signs on temporary or mobile broadcast facilities;
- Temporary signs; and
- Window signs.

Ground sign means any sign supported wholly by uprights, braces, or poles in or on the ground including poster panels, painted bulletins, signs on fences, and signs on structures other than buildings and canopies.

Information sign means traffic, directional, way finding, warning or other informational signs.

Internal sign means a sign within or outside of the Convention Center Expansion and Stadium building, structure, tent, pavilion, or other permanent or temporary structure, intended to be primarily viewed from within the Convention Center Expansion and Stadium Planned District. Internal signs shall include, but are not limited to:

- Signs inside the Stadium viewed from seating areas and on concourse areas including general, club and suite seating and concourses, and food and beverage establishments within the Stadium.
- Signs inside of the Convention Center Expansion.
- All scoreboards and signs that are integral with such scoreboards directed toward the interior of the structure; the “back” of the scoreboards primarily visible from outside of the Convention Center Expansion and Stadium shall not be internal signs.

Internally illuminated sign means a sign that has the light source enclosed within it so the source is not visible to the eye.

Projecting sign means a sign other than any type of wall sign that is attached to and extends from the face of a structure.

Roof sign means a sign erected upon, against, or directly above a roof or roof eave, atop or above the parapet, or on an architectural adjunct above the roof or roof eave.

Sign means any identification, description, illustration, or device, illuminated or non-illuminated, that is visible from the

public right-of-way or is located on private property and exposed to the public and which directs attention to a product, place, activity, person, institution, business, or solicitation, including any permanently installed or situated merchandise with the exception of window displays, and any emblem, painting, banner, pennant, placard, or temporary sign designed to advertise, identify, or convey information.

Sign copy means the words, symbols, or emblems on a sign surface, whether in permanent or removable form.

Sign copy area means the area of the smallest geometric figure that can enclose the words, symbols, or emblems of a wall sign. For internally illuminated signs, the entire illuminated sign face is the sign copy area.

Sign face means the entire area of a sign on which sign copy could be placed for roof signs, ground signs, projecting signs, and advertising display signs.

Sign permit means a permit to install or alter any sign pursuant to this Article.

Stadium naming identification sign means a sign attached to the Stadium or any component of a structure within the Convention Center Expansion and Stadium Planned District identifying an entity or entities for which the Stadium or portions thereof is named, including but not limited to, stadium gates, levels, plazas, and concession areas.

Temporary sign means a sign that is not permanently affixed to the ground or a building and is used for special events or temporary uses.

Wall sign means a sign attached to, or a sign copy area on, a structure or adjunct of a structure, including an equipment screen or dormer that completely screens the mechanical equipment of the structure, and has its exposed sign face

parallel or approximately parallel to the plane of the *structure* to which the *sign* is attached.

(f) General *Sign* Regulations

(1) *Exempt signs* on the *premises* shall be permitted and exempt from the provisions of this Section.

Notwithstanding the foregoing, *exempt signs* shall obtain a *sign permit* pursuant to Section 1521.0403(d), unless also exempted from the *sign permit* requirement per Section 1521.0403(d)(2), and shall be subject to the structural regulations in Section 1521.0403(k) and *sign maintenance* regulations in Section 1521.0403(l).

(2) All non-exempt *signs* and *sign structures* shall be permitted in conformance with a comprehensive *sign plan* approved pursuant to a *Convention Center Expansion and Stadium Development Permit* approved pursuant to the procedures as provided in this Section.

(3) The *sign copy area* of individual *signs* shall not be limited. The total *sign copy area* allowed within the *Convention Center Expansion and Stadium Planned District* shall not exceed sixty-five thousand (65,000) square feet, excluding all *architectural digital display signs*, *Convention Center Expansion naming identification signs*, *electronic message center signs*, *exempt signs*, and *Stadium naming identification signs*.

(4) *Wall signs* affixed on a building or *structure* shall not project more than twenty-five (25) feet above the height of the building wall or roof eave.

(5) Free-standing *signs*, excluding *banner signs*, *Convention Center Expansion naming identification signs*, *electronic message center signs*, and *Stadium naming identification signs* shall not exceed twenty-five (25) feet in height above adjacent finished *grade*.

(6) Signs may be incorporated into guest and vehicle entry gates and parking payment structures for parking areas.

(g) Electronic message center signs

Electronic message center signs are permitted subject to the following regulations:

(1) General criteria

(A) Two (2) two-sided electronic message center signs may be constructed within the Convention Center Expansion and Stadium Planned District subject to the requirements of this Section.

(B) The criteria for electronic message center signs shall not apply to architectural digital display signs, Convention Center Expansion naming identification signs, or Stadium naming identification signs which are regulated separately as set forth below.

(2) Design standards

(A) The two (2) electronic message center signs shall be separated by at least four hundred (400) feet from one another.

(B) The electronic message center signs shall not exceed a height of one hundred twenty-five (125) feet above adjacent finished grade and a width of sixty (60) feet.

(3) Brightness, refresh rate, and beam spread:

(A) The brightness of electronic message center signs shall not exceed eight hundred (800) candelas/meter sq. from sunset to sunrise. Beginning thirty (30) minutes prior to sunset and concluding thirty (30) minutes after sunset, the electronic message center signs shall transition

smoothly at a consistent rate to the permitted eight hundred (800) candelas/meter sq. level. Beginning thirty (30) minutes prior to sunrise and concluding thirty (30) minutes after sunrise, the *electronic message center signs* shall transition smoothly at a consistent rate to the daytime brightness level. The *electronic message center signs* shall be turned off from 2:00 a.m. to 6:00 a.m.

(B) *Electronic message center signs* shall refresh no more frequently than once every four (4) seconds, with an interval between messages of not less than one (1) second, and with an unchanged illumination level.

(C) *Maximum vertical viewing angle performance* shall be +15/-50 degrees of center of the LED. *Shades / louvers* should be designed to maximize the downward (negative) viewing angle while limiting the upward (positive) viewing angle.

(h) *Architectural digital display signs*

Architectural digital display signs are permitted subject to the following regulations:

(1) *General criteria*

(A) *Architectural digital display signs* shall be attached directly to and made integral with the architectural components of the integrated *Convention Center Expansion and Stadium*.

(2) *Design standards*

(A) *No limitation on the individual sign copy area or sign dimensions* shall apply for an *architectural digital display sign* and the *individual sign copy area* for an *architectural digital display sign* expressly shall not be counted toward the total *sign*

copy area allowed by the general provisions of this Section.

(i) Advertising display signs

Advertising display signs are permitted subject to the following regulations:

- (1) Advertising display signs may be ground signs, wall signs, projecting signs, electronic message center signs, and banners.
- (2) Free-standing advertising display signs shall not be permitted except as part of the electronic message center signs permitted by this Section.
- (3) Advertising display signs shall count toward the total sign copy area allowed by the general provisions of this Section, except the sign copy area of advertising display signs that are also part of an electronic message center sign shall not count toward the total sign copy area allowed by the general provisions of this Section.

(j) Banner signs and similar displays

Banner signs are permitted subject to the following regulations:

- (1) Banner signs shall maintain at least eight (8) feet clearance above adjacent finished grade and shall not create hazards.
- (2) Banner signs shall be constructed of high quality materials and secured to poles or structures so as to withstand strong winds.

(k) Structural Regulations

- (1) Signs and sign-supporting structures shall be listed by a recognized testing laboratory and constructed in compliance with the requirements of the Uniform Building Code and National Electrical Code as adopted

by the City of San Diego. Exposed-tube neon *signs* shall be constructed and installed in compliance with the National Electrical Code as adopted by the City of San Diego.

(2) Guy wires or angle iron *structures* that are used as *sign* supports shall not be visible from *public right-of-way*. *Sign* supports shall appear to be an integral part of the *sign*.

(3) The supports for all *signs* or *sign structures* shall be placed entirely within the boundaries of the *premises* on which the *sign* is located.

(1) *Sign Maintenance Regulations*

All *signs* shall comply with the following maintenance regulations whether or not a *sign permit* is required.

(1) All *signs* and *sign* supports, including decorative covers, shall be maintained in a clean and safe condition.

(2) *Signs* shall be maintained in a graffiti-free condition.

(3) The owner shall keep the display area of all painted *signs* neatly printed or posted at all times and shall correct any painting, fading, chipping, peeling, or flaking paint or plastic and mechanical or structural defect.

(4) Paint or debris associated with *signs* shall not litter public property or *public right-of-way*.

§1521.0404 Separately Regulated Uses

(a) On-Site Alcohol Beverage Sales

Notwithstanding any other provision of the San Diego Municipal Code or any other law of the City to the contrary, the sale of alcoholic beverages for on-site consumption within the *Convention Center Expansion and Stadium Planned District*

shall solely be subject to the following regulations and applicable state regulations:

- (1) The integrated *Convention Center Expansion and Stadium* may provide alcoholic beverages on the *premises* by right subject to the regulations in this Section.
- (2) *Bona-fide eating establishments* that offer made-to-order food during business hours may provide alcoholic beverages on the *premises* by right.
- (3) *Non bona-fide eating establishments, bars, eating and drinking establishments, outdoor activities, promotional and hospitality tents, pavilions and exhibits, and other similar accessory uses to the integrated Convention Center Expansion and Stadium* may provide alcoholic beverages on the *premises* by right.

(b) *Live entertainment*

Notwithstanding any other provision of the San Diego Municipal Code or any other law of the City to the contrary, *live entertainment* and events within the *Convention Center Expansion and Stadium Planned District* shall not be subject to any special event or police license requirements and shall be subject to the following regulations:

- (1) The *Convention Center Expansion and Stadium* and *accessory uses* including *eating and drinking establishments* may provide *live entertainment* by right.
- (2) Consistent with Section 1521.0304(a)(7) of this Article, sound and amplification equipment associated with *live entertainment* shall be regulated solely by this Article and the environmental design features in Appendix 15A to Chapter 15 of the Downtown Community Plan, notwithstanding any other provision of the San Diego

Municipal Code or any other law of the City to the contrary.

(c) Designated historical resource

Notwithstanding any other provision of the San Diego Municipal Code or any other law of the City to the contrary, if the development of a Convention Center Expansion and Stadium requires the alteration or relocation of a designated historical resource, the Convention Center Expansion and Stadium Development Permit for the development shall provide the authorization and permit for such alteration or relocation. No additional review or permit shall be required.

C. Section 59.5.0401 of Division 4 of Article 9.5 of Chapter 5 of the San Diego Municipal Code is amended to read:

§ 59.5.0401 Sound Level Limits

- (a) It shall be unlawful for any person to cause noise by any means to the extent that the one-hour average sound level exceeds the applicable limit given in the following table, at any location in the City of San Diego on or beyond the boundaries of the property on which the noise is produced. The noise subject to these limits is that part of the total noise at the specified location that is due solely to the action of said person.

TABLE OF APPLICABLE LIMITS

Land Use	Time of Day	One-Hour Average Sound Level (decibels)
1. Single Family Residential	7 a.m. to 7 p.m.	50
	7 p.m. to 10 p.m.	45
	10 p.m. to 7 a.m.	40
2. Multi-Family Residential (Up to a maximum density of 1/2000)	7 a.m. to 7 p.m.	55
	7 p.m. to 10 p.m.	50
	10 p.m. to 7 a.m.	45
3. All other Residential	7 a.m. to 7 p.m.	60
	7 p.m. to 10 p.m.	55
	10 p.m. to 7 a.m.	50

Land Use	Time of Day	One-Hour Average Sound Level (decibels)
4. Commercial	7 a.m. to 7 p.m. 7 p.m. to 10 p.m. 10 p.m. to 7 a.m.	65 60 60
5. Industrial or Agricultural	any time	75

- (b) The sound level limit at a location on a boundary between two zoning districts is the arithmetic mean of the respective limits for the two districts. Permissible construction noise level limits shall be governed by Sections 59.5.0404 of this article.
- (c) Fixed-location public utility distribution or transmission facilities located on or adjacent to a property line shall be subject to the noise level limits of Part A. of this section, measured at or beyond six feet from the boundary of the easement upon which the equipment is located.
- (d) This section does not apply to firework displays authorized by permit from the Fire Department.
- (e) This section does not apply to noise generated by helicopters at heliports or helistops authorized by a conditional use permit, nor to any roller coaster operated on City-owned parkland.
- (f) This section does not apply to noise generated by uses within the Convention Center Expansion and Stadium Planned District.

D. Section 59.5.0404 of Division 4 of Article 9.5 of Chapter 5 of the San Diego Municipal Code is amended to read:

§ 59.5.0404 Construction Noise

- (a) It shall be unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays as specified in Section 21.04 of the San Diego Municipal Code, with exception of Columbus Day and Washington’s Birthday, or on Sundays, to erect, construct,

demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise unless a permit has been applied for and granted beforehand by the Noise Abatement and Control Administrator. In granting such permit, the Administrator shall consider whether the construction noise in the vicinity of the proposed work site would be less objectionable at night than during the daytime because of different population densities or different neighboring activities; whether obstruction and interference with traffic particularly on streets of major importance, would be less objectionable at night than during the daytime; whether the type of work to be performed emits noises at such a low level as to not cause significant disturbances in the vicinity of the work site; the character and nature of the neighborhood of the proposed work site; whether great economic hardship would occur if the work were spread over a longer time; whether proposed night work is in the general public interest; and he shall prescribe such conditions, working times, types of construction equipment to be used, and permissible noise levels as he deems to be required in the public interest.

- (b) Except as provided in subsection C. hereof, it shall be unlawful for any person, including The City of San Diego, to conduct any construction activity so as to cause, at or beyond the property lines of any property zoned residential, an average sound level greater than 75 decibels during the 12-hour period from 7:00 a.m. to 7:00 p.m.
- (c) The provisions of subsection B. of this section shall not apply to construction equipment used in connection with emergency work, provided the Administrator is notified within 48 hours after commencement of work.
- (d) This section does not apply to construction activity within the Convention Center Expansion and Stadium Planned District.

E. Section 35.0101 of Division 1 of Article 5 of Chapter 3 of the San Diego Municipal Code is amended to read:

§ 35.0101 Purpose and Intent

(a) It is the purpose and intent of the City Council and the voters that there shall be imposed a tax on Transients.

(b) Except as provided in subdivision (c), ~~T~~he proceeds of the tax shall be used for promoting the City of San Diego, including the planning, construction, maintenance and operation of tourist– related cultural, recreational and convention facilities, as more particularly set forth in Chapter 3, Article 5, Division 1, and for those additional general governmental purposes as more particularly set forth in Chapter 3, Article 5, Division 1, as the City Council may from time to time provide in accordance with the Charter of the City and the City Council’s appropriation ordinance.

(c) Certain proceeds of the tax, as specifically provided for herein, shall be dedicated for the financing, planning, construction, maintenance and operation of an integrated convention center expansion and stadium to further enhance the City’s position as one of the premier tourist, convention, sports and entertainment regions in the country.

F. Section 35.0102 of Division 1 of Article 5 of Chapter 3 of the San Diego Municipal Code is amended to read:

§ 35.0102 Definitions

The following definitions are applicable to Chapter 3, Article 5, Division 1:

“Bonds” means debt instruments, revenue bonds (including without limitation transient occupancy tax revenue bonds), notes, debentures, or other similar financial instruments authorized to be issued by the City and payable from Funds as provided in this Division.

“Campground” means any park or real property where a Person may locate a tent, trailer, tent trailer, pick-up, camper, or other similar temporary structure for the purposes of lodging, dwelling, or sleeping, whether or not water, electricity, or sanitary facilities are provided.

“Collected” means the time at which the Rent is earned if an Operator uses the accrual basis of accounting, or the time at which Rent is received if an Operator uses the cash basis of accounting.

“Convention Center Expansion” means a convention center exhibition facility containing approximately three hundred and eighty-five thousand (385,000) net square feet of exhibition hall, ballroom and meeting room space, into which the Stadium will be integrated, which convention center facility may also include offices, restaurants, cafes, kitchen facilities, storage areas, parking, and other ancillary uses customarily part of a convention center facility, to be located on the Convention Center Expansion Site, and after completion of the Convention Center Expansion any other convention center projects or related facilities subsequently approved by the City.

“Convention Center Expansion and Stadium Fund” means that certain special trust fund established in the City Treasury pursuant to Section 35.0140.

“Convention Center Expansion Construction Costs” means the costs of developing and constructing a Convention Center Expansion, designed and sized to accommodate the integration of the Stadium, including without limitation excavation, foundation and structural systems, façade and architectural elements, mechanical, electrical and plumbing systems, heating, ventilation and air conditioning, elevators and escalators, interior improvements, furniture, fixtures and equipment, permit fees and costs, architectural and engineering costs, environmental compliance costs, insurance costs, construction and project management costs, legal, finance and consultant costs, a reasonable and customary contingency, and other costs customarily involved in the development and construction of facilities of similar size, scope and complexity.

“Convention Center Expansion Infrastructure Costs” means all costs for infrastructure, public works, utilities, and similar facilities or structures customarily associated with the construction of facilities of similar size, scope and complexity to a Convention Center Expansion, designed and sized to accommodate the integration of the Stadium, including without limitation road and highway improvements, electrical, water, sewer, storm drain, gas, cable, internet, and other utilities, and environmental design features to reduce impacts. “Convention Center Expansion Infrastructure Costs” shall include the related acquisition costs for real property associated with infrastructure, public works, utilities, and similar facilities

or structures, legal, finance and consultant costs, permit fees and costs, architectural and engineering costs, insurance costs, construction and project management costs, title insurance costs, property remediation costs, a reasonable and customary contingency, and other costs customarily involved in the construction and development of such infrastructure, utilities, public works, and similar facilities or structures.

“Convention Center Expansion Land Costs” means all costs associated with acquiring all real property interests of the Convention Center Expansion Site including without limitation real property acquisition costs, legal, finance and consultant costs, title insurance, property remediation costs, relocation costs for existing uses on the Site, a reasonable and customary contingency, and other costs customarily involved in the acquisition of real property.

“Convention Center Expansion Site” means that certain site bounded by K Street on the North, 16th Street on the East, Imperial Avenue on the South and 12th Avenue on the West.

“Convention Center Expansion/Stadium Integration Allocation” shall be a single one-time three hundred fifty million (\$350,000,000) monetary contribution to the development and construction of the Stadium from the Convention Center Expansion and Stadium Fund, to enable the development of a joint use facility whereby the Stadium may be used for various convention events, civic events, sporting events and entertainment events (including professional football) to promote tourism in San Diego, (e.g., among other integrated and joint use features, building the Stadium floor with loading capacity sufficient to accommodate convention center uses, adding dual use food service facilities including multi-use restaurants and club areas, suites, other joint use areas, incorporating conference space, meeting rooms and other facilities, utilities and building systems to be utilized jointly). The Convention Center/Stadium Integration Allocation shall be adjusted annually (or portion thereof) by a construction cost index (e.g., Engineer News Record) with the first adjustment to be made on January 1, 2018 (for the preceding annual period) and subsequent adjustments to be made ending on the commencement of construction of the Convention Center Expansion and Stadium.

“CPI” means the Consumer Price Index for All Urban Consumers for San Diego, or similar index if the Consumer Price Index for All Urban Consumers for San Diego is not published any longer.

“Financing Agreements” means lease agreements, installment sale agreements, irrevocable assignments or other similar financing agreements or contracts entered into by the City and payable from Funds as provided in this Article.

“Financing Costs” means those costs incurred in the issuance of Bonds or the execution and delivery of Financing Agreements utilizing available Funds from the Convention Center Expansion and Stadium Fund used to finance first any Convention Center Expansion Construction Costs, Convention Center Expansion Infrastructure Costs, Convention Center Expansion Land Costs and the Convention Center Expansion/Stadium Integration Allocation, and, after completion of a Convention Center Expansion and Stadium, Financing Costs incurred in the issuance of Bonds or the execution and delivery of Financing Agreements for the construction, expansion, maintenance or capital repair of any existing or future convention center facilities located in the City. Financing Costs shall include without limitation, principal repayment, interest costs, legal, finance and consultant costs, costs of issuance, required debt service reserve funds, or reserve fund insurance policy, bond insurance, credit enhancement, pre-construction reserves, contingencies, working capital reserves and/or reserves to manage fluctuations in funds deposited in the Convention Center Expansion and Stadium Fund.

“Funds” means the proceeds of the tax imposed pursuant to Section 35.0109 hereof and deposited in the Convention Center Expansion and Stadium Fund.

“Governmental Entity” means the governmental entity that will own, finance, develop, construct and operate, or assist the City in financing, developing, constructing and operating, an integrated Convention Center Expansion and Stadium. The Governmental Entity may be a new joint powers authority entered into by the City pursuant to the Joint Exercise of Powers Act, California Government Code section 6500 et seq., or may be an existing joint powers authority to which the City is a member, any other public entity or not-for profit corporation formed by the City.

“Hotel” means any structure or any portion of any structure which is occupied, or intended or designed for Occupancy, by Transients for dwelling, lodging, or sleeping purposes, and is held out as such to the public. “Hotel” does not mean any hospital, convalescent home, or sanitarium.

“Occupancy” means the use or possession, or the right to the use or possession, of any room, or portion thereof, in any Hotel, or space in a Recreational Vehicle Park, or Campground for dwelling, lodging, or sleeping purposes.

“Operator” means the Person who is the proprietor of the Hotel, Recreational Vehicle Park, or Campground, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. “Operator” includes a managing agent, a resident manager, or a resident agent, of any type or character, other than an employee without management responsibility.

“Primary Lessee” means a professional football entity that enters into a lease of the Stadium for a term of not less than thirty (30) years and provides, arranges and/or coordinates the Private Sector Stadium Contribution.

“Private Sector Stadium Contribution” means six hundred fifty million dollars (\$650,000,000) from non-governmental sources for Stadium Construction Costs and Stadium Infrastructure Costs. The six hundred fifty million dollars (\$650,000,000) from non-governmental sources for Stadium Construction Costs and Stadium Infrastructure Costs shall be adjusted annually (or portion thereof) by a construction cost index (e.g., Engineer News Record) with the first adjustment to be made on January 1, 2018 (for the proceeding annual period) and subsequent adjustments to be made ending on the commencement of construction of the Convention Center Expansion and Stadium. The form of the contribution from the non-governmental sources may be cash or cash equivalents, pre-development expenses incurred for the Stadium by the Primary Lessee, proceeds from sale of personal seat licenses/stadium builders licenses, or other rights granting the holder of the license the right to purchase tickets to events to be held at the Stadium, lease revenues (including without limitation pre-paid rent), contractually committed revenues associated with the use and operation of the Stadium including committed revenues from sponsors, suite licensees and concessionaires, committed construction loans, or other committed funding sources, whether such funding is provided directly from the non-governmental sources or through the Governmental Entity or other governmental agency participating in the financing or construction of the Stadium.

“Recreational Vehicle” means any passenger vehicle, house car, trailer coach, camper, or camper trailer, as defined in California Vehicle Code sections 242, 243, 362, 465, 635, or California Health and Safety Code section 18010.

“Recreational Vehicle Park” means any park or location where a Recreational Vehicle may be parked for the purposes of lodging, dwelling, or sleeping, whether or not water, electricity, or sanitary hookup facilities are provided. A “Recreational Vehicle Park” may include a Campground.

“Rent” means the total consideration charged to a Transient as shown on the guest receipt for the Occupancy of a room, or portion thereof, in a Hotel, or a space in a Recreational Vehicle Park or Campground. “Rent” includes charges for utility and sewer hookups, equipment, (such as rollaway beds, cribs and television sets, and similar items), and in-room services (such as movies and other services not subject to California taxes), valued in money, whether received or to be received in money, goods, labor, or otherwise. “Rent” includes all receipts, cash, credits, property, and services of any kind or nature without any deduction therefrom.

“Stadium” means a first class professional football stadium on the Convention Center Expansion Site with a permanent seating capacity of up to approximately sixty-five thousand (65,000) seats, including club seats, loge seats, suite seating and other premium seats, with an expansion seating capacity of up to approximately seventy-five thousand (75,000) seats for larger events, including Super Bowls, and other ancillary uses, including without limitation, concession areas, restaurants, bars, clubs, retail stores, kiosks, media facilities, athletic training and medical facilities, locker rooms, offices, meeting rooms, banquet facilities, ticketing facilities, on-site and off-site signage, scoreboards, and other ancillary facilities customarily part of a stadium of a quality necessary to host professional football, professional soccer, Olympic, collegiate, and civic events, and conventions, exhibitions and concerts.

“Stadium Construction Costs” means the incremental costs of developing and constructing a Stadium, designed to be integrated into a Convention Center Expansion, including without limitation the incremental costs attributed to the Stadium of excavation, foundation and structural systems, façade and architectural elements, mechanical, electrical and plumbing systems, heating, ventilation and air conditioning, elevators and escalators, interior improvements, furniture, fixtures and equipment, seats, architectural and engineering costs, permit fees and costs,

environmental compliance costs, insurance costs, construction and project management costs, legal, finance and consultant costs, a reasonable and customary contingency, and other costs customarily involved in the development and construction of facilities of similar size, scope and complexity. “Stadium Construction Costs” shall only include the incremental costs directly attributable to the development and construction of the Stadium over and above the costs of developing and constructing the Convention Center Expansion. For the purpose of determining “incremental costs,” allocations of costs shall be based on incremental development and construction costs directly attributable to the Stadium. “Stadium Construction Costs” shall not include any Convention Center Expansion Land Costs or Convention Center Expansion Construction Costs.

“Stadium Infrastructure Costs” means all incremental costs for infrastructure, public works, utilities, and similar facilities or structures customarily associated with the construction of facilities of similar size, scope and complexity to a Stadium, including without limitation road and highway improvements, supplying electrical, water, sewer, storm drain, gas, cable, internet, and other utilities, and environmental measures to reduce impacts. “Stadium Infrastructure Costs” also includes the related acquisition costs for real property associated with infrastructure, public works, utilities, and similar facilities or structures, legal, finance and consultant costs, architectural and engineering costs, permit fees and costs, insurance costs, construction and project management costs, title insurance costs, property remediation costs, a reasonable and customary contingency, and other costs customarily involved in the construction and development of such infrastructure, utilities, public works, and similar facilities or structures. “Stadium Infrastructure Costs” shall only include the incremental costs directly attributable to the construction of the Stadium Infrastructure over and above the costs of developing and constructing the Convention Center Expansion Infrastructure. For the purpose of determining “incremental costs” allocations of costs shall be based on incremental development and construction costs directly attributable to the Stadium Infrastructure. Stadium Infrastructure Costs shall not include any Convention Center Expansion Land Costs or Convention Center Expansion Infrastructure Costs.

“Successor to Operator” means any person who acquires the right to operate a hotel, recreational vehicle park, or campground from a predecessor Operator, directly or indirectly, by whatever means, including purchase, foreclosure,

operation of lease, or other means. A transfer of an ownership or management interest in a hotel, recreational vehicle park, or campground wherein the facility continues to operate as such, either continuously or for business interruption not exceeding thirty days, shall constitute a succession for purposes of this division.

“Transient” means any Person who exercises Occupancy, or is entitled to Occupancy, by reason of concession, permit, right of access, license, or other agreement for a period of less than one (1) month. A month is defined as the period of consecutive days from the first calendar day of Occupancy in any month to the same calendar day in the next month following, or the last day of the next month following if no corresponding calendar day exists.

G. Section 35.0109 is added to Division 1 of Article 5 of Chapter 3 of the San Diego Municipal Code, to read:

§ 35.0109 Additional Tax Imposed

(a) Notwithstanding the tax imposed by any other Section of this Division and in addition thereto, for the privilege of Occupancy in any Hotel, any Recreational Vehicle Park, or any Campground, each Transient is subject to and shall pay an additional tax in the amount of six percent (6%) of the Rent charged by the Operator commencing January 1, 2017. Five-sixths (5/6) of all of the revenues collected by the City pursuant to this subsection (a) shall be deposited in the Convention Center Expansion and Stadium Fund created pursuant to Section 35.0140 and one-sixth (1/6) of all revenues collected by the City pursuant to this subsection (a) shall be deposited in the San Diego Tourism and Marketing Fund created pursuant to Section 35.0141.

(b) On the earlier of (i) fifty (50) years, (ii) the full repayment of any Bonds or Financing Agreements and associated Financing Costs, or (iii) the termination of a professional football team playing its home games in Qualcomm Stadium for a period of more than two consecutive calendar years (other than as a result of force majeure related to the use of Qualcomm Stadium) before the completion of the Stadium, the additional tax imposed by subsection (a) above shall be reduced to three percent (3%) of the Rent charged by Operators. Two-thirds (2/3) of all revenues collected by the City pursuant to this subsection (b) shall be deposited in the San Diego Tourism and Marketing Fund created pursuant to Section 35.0141 and one-third (1/3) of all of the revenues collected by the City pursuant to this

subsection (b) shall be deposited in the Convention Center Expansion and Stadium Fund created pursuant to Section 35.0140.

(c) In the event that the requirements set forth in subsection 35.0140(c) are not satisfied on or before January 1, 2027, the additional tax established by subsection (a) above shall be reduced to three percent (3 %) of the Rent charged by the Operator commencing January 1, 2027. Two-thirds (2/3) of all revenues collected by the City pursuant to this subsection (c) shall be deposited in the San Diego Tourism and Marketing Fund created pursuant to Section 35.0141 and one-third (1/3) of all of the revenues collected by the City pursuant to this subsection (c) shall be deposited in the General Fund of the City.

H. Section 35.0140 is added to Division 1 of Article 5 of Chapter 3 of the San Diego Municipal Code, to read:

§ 35.0140 Convention Center Expansion and Stadium Fund

(a) The Convention Center Expansion and Stadium Fund (“Convention Center Expansion and Stadium Fund”) is hereby created as a special trust fund in the City Treasury. Funds in the Convention Center Expansion and Stadium Fund shall not be loaned, transferred, diverted, or appropriated, either directly or indirectly, for any purpose inconsistent with this section.

(b) All Funds remaining in the Convention Center Expansion and Stadium Fund after payment of the costs incurred in the administration of this section shall be available solely for Convention Center Expansion Construction Costs, Convention Center Expansion Infrastructure Costs, Convention Center Expansion Land Costs, Convention Center Expansion/Stadium Integration Allocation, and Financing Costs and as specifically provided for in subsections (c) through (g) below.

(c) The Convention Center Expansion and Stadium Fund may only be utilized for the purposes set forth in this section and, except as provided for in subsection (e) below, upon the satisfaction of the requirements of this subsection:

(i) Except as specifically provided for in subsection (e) below, use of the Revenues from the Convention Center Expansion and Stadium Fund shall be subject to the concurrent contribution of the Private Sector Stadium Contribution.

(ii) Except as specifically provided for in subsection (e) below, use of Funds from the Convention Center Expansion and Stadium Fund shall be subject to the execution by a professional football team of a covenant and agreement for the benefit of the Governmental Entity agreeing not to relocate to another jurisdiction for a period of not less than thirty (30) years and to play substantially all of its home professional football games in the Stadium.

(iii) Except as specifically provided for in subsection (e) below, use of Funds from the Convention Center Expansion and Stadium Fund shall be subject to execution of a lease for the Stadium between the Governmental Entity and the Primary Lessee with a term of not less than thirty (30) years.

(d) The Convention Center Expansion and Stadium Fund shall be a special revenue fund of the City and may be used only for the purposes established by this section and for the uses established by this section. To the extent permitted by law, Funds deposited into the Convention Center Expansion and Stadium Fund may be pledged, used and/or assigned to make lease payments, installment payments and/or other contractual payments with respect to Financing Agreements or to the payment of debt service on Bonds, the proceeds of which may be used by the City for the purposes and uses set forth in this section. In no event shall the General Fund of the City be responsible for the payment of debt service on Bonds or payments pursuant to any Financing Agreements executed and delivered or issued by the City or the Governmental Entity for the purposes and uses set forth in this section. In no event shall the issuance of Bonds or Financing Agreements involve the pledge of the faith and credit of the City, but shall be limited obligations payable solely from specified revenues, moneys and assets. The issuance of Bonds or execution of Financing Agreements shall not directly, indirectly, or contingently obligate the City to levy or pledge any form of taxation other than the tax imposed pursuant to Section 35.0109. The City is expressly authorized to execute such instruments as necessary to effectuate the pledge and assignment granted pursuant to this subsection.

(e) Prior to the commencement of construction of the Convention Center Expansion and Stadium and the issuance of Bonds or the execution and delivery of Financing Agreements by the City, two-thirds (2/3) of Funds in the Convention Center Expansion and Stadium Fund shall be deposited in a construction fund

deposit subfund within the Convention Center Expansion and Stadium Fund for use for pre-development expenses for the Convention Center Expansion and Stadium. The construction fund deposit subfund shall be released and transferred to the Governmental Entity to be used for the purposes and uses set forth in subsection (b) above upon the commencement of construction of the Convention Center Expansion and Stadium, the issuance of Bonds or the execution of Financing Agreements for the construction of the Convention Center Expansion and Stadium. Pre-development expenses shall include those costs incurred by the Governmental Entity in preparing for the development of the Convention Center Expansion and Stadium including without limitation Convention Center Expansion Land Costs, architecture and engineering costs, project management costs, consultants costs, financing costs, and legal costs. The remaining Funds in the Convention Center Expansion and Stadium Fund shall be then distributed or reserved annually in the following order and amounts:

(i) To the San Diego Tourism and Marketing Fund in an amount equal to one percent (1%) of the Rent charged by all Operators for such year;

(ii) To an operating reserve subfund of the Convention Center Expansion and Stadium Fund in an amount equal to eight percent (8%) of the annual Funds deposited in the Convention Center Expansion and Stadium Fund, to be held in trust as a reserve for the payment of operating and maintenance costs for the Convention Center Expansion and Stadium in any year when there are not sufficient funds in the Convention Center Expansion and Stadium Fund to pay Financing Costs or the amounts provided for by subsection (f)(iii) below, up to a maximum reserve of twenty-five million dollars (\$25,000,000).

(iii) To the City General Fund for any purpose as determined by the City Council.

(f) Following the commencement of construction of the Convention Center Expansion and Stadium and the issuance of Bonds or the execution and delivery of Financing Agreements by the City, Funds deposited in the Convention Center Expansion and Stadium Fund shall be used first to pay directly, or transferred to the Governmental Agency to pay, all Financing Costs, including any required reserves to satisfy debt service coverage requirements, for Bonds or Financing Agreements issued in connection with the development and construction of the

Convention Center Expansion and Stadium. In any year in which there are Funds remaining in the Convention Center Expansion and Stadium Fund after the payment of Financing Costs, such excess Funds shall be distributed or reserved annually in the following order and amounts:

(i) To the San Diego Tourism and Marketing Fund in an amount equal to one percent (1%) of the Rent charged by all Operators for such year.

(ii) Prior to the completion of the Convention Center Expansion and Stadium, to an operating reserve subfund of the Convention Center Expansion and Stadium Fund in an amount equal to eight percent (8%) of the annual Funds deposited in the Convention Center Expansion and Stadium Fund, to be held in trust as a reserve for the payment of operating and maintenance costs for the Convention Center Expansion and Stadium in any year when there are not sufficient funds in the Convention Center Expansion and Stadium Fund to pay the Financing Costs or the amounts provided for by subsection (f)(iii) below, up to a maximum reserve of twenty-five million dollars (\$25,000,000) (including any amounts in the operating reserve subfund pursuant to subsection (e)(ii) above).

(iii) Upon completion of the Convention Center Expansion and Stadium, to the Governmental Entity in the amounts (on a pari passu basis) of (a) ten million dollars (\$10,000,000), increased annually by CPI, solely for operations and maintenance of the Convention Center Expansion, (b) two million dollars (\$2,000,000), increased annually by a construction cost index (e.g., Engineering News Record), solely for capital improvements and repairs to the Convention Center Expansion, (c) fifteen million dollars (\$15,000,000), increased annually by CPI solely for operations and maintenance of the Stadium, and (d) in the amount of two million dollars (\$2,000,000), increased annually by a construction cost index (e.g., Engineering News Record), solely for capital improvements and repairs for the Stadium.

(iv) To the City General Fund for any purpose as determined by the City Council.

If in any year there are not sufficient Funds in the Convention Center Expansion and Stadium Fund sufficient to pay Financing Costs and/or the amounts set forth in

subsection (f)(i) through (iii), such shortfall(s) shall be immediately paid out of Funds deposited in the Convention Center Expansion and Stadium Fund in the immediately succeeding years and shall have priority in payment prior to any other amounts otherwise required to be paid pursuant to subsection (f)(i) through (iii) in such succeeding years.

(g) Nothing herein shall limit the right of the City to otherwise provide for the construction, expansion, maintenance or operation of any existing or future convention facilities located in the City. Following completion of construction of the Convention Center Expansion and Stadium, Funds remaining in the Convention Center Expansion and Stadium Fund, after payment of all Finance Costs and payment annually of amounts as provided for in (f)(i) and (iii), may be used for the construction, expansion, maintenance or operation of any existing or future convention facilities located in the City.

(h) In the event that the conditions set forth in subsection (c) above are not satisfied on or before January 1, 2027, the Funds remaining in the Convention Center Expansion and Stadium Fund as of January 1, 2027, including any amounts in the construction fund deposit subfund and the operating reserve subfund, shall be deposited in the General Fund of the City.

(i) Funds permitted to be paid or distributed pursuant to this section, may be paid or distributed on an annual, quarterly, or monthly basis, as may be required by the Bonds, Financing Agreements or for the convenience of the City or the Governmental Entity.

I. Section 35.0141 is added to Division 1 of Article 5 of Chapter 3 of the San Diego Municipal Code, to read:

§ 35.0141 San Diego Tourism and Marketing Fund

(a) The San Diego Tourism and Marketing Fund (“Marketing Fund”) is hereby created as a special trust fund in the City Treasury. Revenues in the Marketing Fund shall not be loaned, transferred, diverted, or appropriated, either directly or indirectly, for any purpose inconsistent with this section.

(b) All revenues deposited in the Marketing Fund remaining after payment of the costs incurred in the administration of this section shall be available solely for development and implementation of a tourism and convention center marketing

program for the City of San Diego and the San Diego Convention Center and used in the manner and for the purposes specified in Division 25 of Article 1 of Chapter 6 of the San Diego Municipal Code regarding the San Diego Tourism Marketing District.

(A copy of Division 25 of Article 1 of Chapter 6 of the San Diego Municipal Code is attached as **Exhibit C** hereto.)

J. Section 35.0142 is added to Division 1 of Article 5 of Chapter 3 of the San Diego Municipal Code, to read:

§ 35.0142 Issuance of Bonds for Convention Center Expansion and Stadium

(a) The City is authorized to issue Bonds, from time to time, payable from and secured by the Funds, the proceeds of which will be transferred to the Governmental Entity to fund the Convention Center Expansion Construction Costs, the Convention Center Expansion Infrastructure Costs, the Convention Center Expansion Land Costs, the Convention Center Expansion/Stadium Integration Allocation and the Financing Costs. The maximum bonded indebtedness pursuant to this Section, including Financing Costs, shall not exceed the total amount of the tax levied pursuant to Section 35.0109 projected over the life of the Bonds.

(b) All of the Bonds hereby authorized to be issued pursuant to this Section shall be limited obligations of the City payable solely from the Funds. Bonds issued as authorized by this Section shall not be deemed to constitute a debt or liability of the City's General Fund and shall not be secured by a pledge of the faith and credit of the City but shall be limited obligations payable solely from specified revenues, moneys and assets. The issuance of Bonds pursuant to this Section shall not directly, indirectly, or contingently obligate the City to levy or pledge any form of taxation other than the tax imposed pursuant to Section 35.0109.

(c) Bonds authorized by this Section shall be issued and shall mature at such time or times not to exceed forty (40) years, bear interest at such fixed or variable rate or rates approved by the City but not to exceed the maximum rate permitted by law. Bonds authorized by the section shall be sold at either public or private sale and for such prices as the City shall determine.

(d) The City is hereby authorized to issue Bonds authorized by this Section for the purpose of replacing or refunding any Bonds then outstanding.

(e) The chief fiscal officer of the City shall annually prepare and file a report to the legislative body in compliance with Government Code Section 53411.

K. Section 61.2528 is added to Division 25 of Article 1 of Chapter 6 of the San Diego Municipal Code, to read:

§ 61.2528 No Levies for San Diego Tourism Marketing District Assessments

Notwithstanding any other ordinance or resolution adopted prior to the effective date of this Section by the City Council pursuant to the San Diego Tourism Marketing District Procedural Ordinance (Division 25 of Article 1 of Chapter 6 of the San Diego Municipal Code), after the earlier of the first December 31 or the first June 30 to occur after this Section takes effect, no assessment may be levied, imposed or collected pursuant to such an ordinance or resolution.

L. Division 28 (commencing with Section 61.2801) is added to Article 1 of Chapter 6 of the San Diego Municipal Code, to read:

**Division 28: San Diego Convention Center Expansion and Stadium
Development Procedural Ordinance**

§ 61.2801 Purpose and Intent

The purpose and intent of this Division is to:

(a) Provide an overall structure for the development, construction and management of a Convention Center Expansion and Stadium.

(b) Recognize the City Council's authorization to enter into a joint powers authority, or use of an existing joint powers authority, or establish a City controlled entity to be the owner and developer of the Convention Center Expansion and Stadium.

(c) Provide a process for ensuring that the financing for the development and construction of the Convention Center Expansion and Stadium, including without limitation the issuance of Bonds or execution and delivery of Financing Agreements, can be undertaken in an efficient and economical manner for the benefit of the people of San Diego.

(d) Provide standards and procedures for the management of the Convention Center Expansion and Stadium and leasing of the Stadium.

§ 61.2802 Citation of Division

This Division may be cited as the Convention Center Expansion and Stadium Development Procedural Ordinance.

§ 61.2803 Rules of Construction

This Division shall be liberally construed in order to effectuate its purpose. No error, irregularity, informality and no neglect or omission of any officer, in any procedure taken under this Division which does not directly affect the jurisdiction of the City to order the work, contract or process shall void or invalidate such work, contract or process done thereunder.

§ 61.2804 Guiding Policies

The City is expressly authorized to permit the development, construction, operation, maintenance, management, and financing (including the issuance of Bonds or the execution and delivery of Financing Agreements) of a Convention Center Expansion and Stadium on the Convention Center Expansion Site, provided that any and all actions and agreements by the City relating to the development, construction, operation, maintenance, management, or financing of a Convention Center Expansion and Stadium on the Convention Center Expansion Site shall be consistent with the following guiding legislative policies and minimum requirements in order to protect and serve the people of the City of San Diego and its residents by ensuring that a Convention Center Expansion and Stadium will have a fiscal benefit to the City, including job creation, enhanced tourism, and other economic development:

(1) The City shall not pay for any Stadium Construction Costs or Stadium Infrastructure Costs, or Stadium Construction Costs or Stadium Infrastructure Costs cost overruns, if any. Contribution of the Convention Center Expansion/Stadium Integration Allocation is not part of Stadium Construction Cost. Except as specifically provided for in Section 35.0140 and this ordinance, the City shall not pay for any Stadium operating, maintenance or capital improvement expenses. The City shall be reimbursed for reasonable costs incurred by the City in providing professional football

event day public safety and traffic management services related to Stadium events held by the Primary Lessee. Nothing herein shall limit the City from providing routine governmental service for the Convention Center Expansion and Stadium consistent with the delivery of services generally within the City.

(2) The City Council is hereby authorized to take any and all actions, including without limitation entering into agreements, subject to and consistent with this Section, to facilitate the development, construction, operation, maintenance, management, and financing (including the issuance of Bonds or the execution and delivery of Financing Agreements) of the Convention Center Expansion and Stadium, creation of, use of, and/or participation in, a joint authority to cause the development, construction, operation, maintenance, management, and financing of the Convention Center Expansion and Stadium.

The guiding legislative policies and minimum requirements in this Division are the legislative policies of the City and provide the ways and means of accomplishing that legislative policy. Where this Division provides for any determination or approval by the City Council, such determination or approval shall be made by the City Council taking into account the purpose and intent of this Division, and shall be made on or before the Council's approval of any action or agreement for the development, construction, operation, maintenance, management, or financing of the Convention Center Expansion and Stadium on the Convention Center Expansion Site.

§ 61.2806 Authorizations

(a) The City Council is hereby authorized to take any and all actions, including without limitation entering into agreements, subject to and consistent with this Division, to facilitate the development, construction, operation, maintenance, management, and financing of the Convention Center Expansion and Stadium, creation of, and participation in, a joint powers authority or other City-controlled entities to cause the development, construction, operation, maintenance, management, and financing of the Convention Center Expansion and Stadium.

(b) The City is authorized to use an existing joint powers authority or to enter into a new joint powers agreement to own and operate the Convention Center

Expansion and Stadium. Such joint powers authority may be formed pursuant to the Joint Exercise of Powers Act, California Government Code section 6500 et seq.

(c) Alternatively the City Council may create a City-controlled entity to own and operate the Convention Center Expansion and Stadium.

(d) The City Council may establish a City Commission or Advisory Board to oversee the construction of the Convention Center Expansion and Stadium.

(e) The City Council shall have the right to audit the expenditure of funds to ensure that the amounts are distributed and spent in compliance with this ordinance. The City Council may bestow this authority upon the Governmental Entity.

§ 61.2807 Definitions

“Bonds” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Convention Center Expansion” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Convention Center Expansion Construction Costs” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Convention Center Expansion Infrastructure Costs” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Convention Center Expansion Land Costs” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Convention Center Expansion Site” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Convention Center Expansion/Stadium Integration Allocation” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Convention Center Expansion and Stadium Fund” shall have the same meaning as in San Diego Municipal Code Section 35.0140.

“Events” means convention events, civic events and/or other sporting events and entertainment events (excluding professional football events) held in the Stadium by the Governmental Entity.

“Financing Agreements” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Financing Costs” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Football Season” means the professional football season (and the thirty (30) day period prior to the commencement of the professional football season or such shorter time as agreed to by the Primary Lessee).

“Governmental Entity” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Independent Review Panel” means the independent cost allocations review panel convened pursuant to Section 61.2809.

“Lease” means that certain lease between the Governmental Entity and the Primary Lessee for use of the Stadium.

“O&M Plan” means that certain operations and maintenance plan that shall be agreed to by the Government Entity and the Primary Lessee with respect to the operations and maintenance of the Stadium.

“Primary Lessee” has the same meaning as in San Diego Municipal Code Section 35.0102.

“Primary Lessee Facilities” means the Primary Lessee offices, Primary Lessee team training rooms, Primary Lessee team locker rooms, and other Primary Lessee secure areas, as agreed to between the Primary Lessee and the Governmental Entity, for the term of the Lease.

“Private Sector Stadium Contribution” has the same meaning as in San Diego Municipal Code section 35.0102.

“Stadium” has the same meaning as in San Diego Municipal Code section 35.0102.

“Stadium Construction Costs” has the same meaning as in San Diego Municipal Code section 35.0102.

“Stadium Infrastructure Costs” has the same meaning as in San Diego Municipal Code section 35.0102.

§ 61.2808 Construction Procedures and Determination of Cost Allocation

(a) Cost allocations between the Convention Center Expansion portion of the integrated facility and the Stadium portion of the integrated facility, including allocations between Convention Center Expansion Costs, Convention Center Expansion Infrastructure Costs, Stadium Construction Costs and Stadium Infrastructure Costs, shall be determined prior to the start of construction of the Convention Center Expansion and Stadium. The purpose of the cost allocations is to determine if the Primary Lessee is required to contribute to the Governmental Entity additional amounts for Stadium Construction Costs and Stadium Infrastructure Costs in excess of the Private Sector Stadium Contribution plus the amount of the Convention Center Expansion/Stadium Integration Allocation. In no event shall the Convention Center Expansion/Stadium Integration Allocation be reduced. In no event shall the Primary Lessee be required to pay any amounts for the Convention Center Expansion Costs, Convention Center Expansion Infrastructure Costs or Convention Center Expansion Land Costs.

(b) The preliminary cost allocations shall be made at not less than ninety percent (90%) completed conceptual, schematic, and design development documents for the Convention Center Expansion and Stadium and the final cost allocation shall be based on not less than eighty percent (80%) completed construction documents for the Convention Center Expansion and Stadium.

(c) The Governmental Entity and the Primary Lessee shall each retain an independent nationally recognized third party engineer and cost estimating firm with at least twenty (20) years’ experience in cost estimating structures of similar size, scope and complexity as the Convention Center Expansion and Stadium to provide cost allocations between the Convention Center Expansion and the Stadium. The Governmental Entity and the Primary Lessee shall seek to resolve any differences in allocations at each stage of preliminary review.

(d) At the completion of not less than eighty percent (80%) construction documents, the Governmental Entity and the Primary Lessee shall each make a

final determination of the cost allocations, taking into account the preliminary allocations made by the estimating firms. The determination shall be in writing and in reasonable detail showing the basis for the cost allocations.

(e) If the final determinations of cost allocations of the Governmental Entity and the Primary Lessee are within five percent (5%) of each other, then the final cost allocations shall be the average of the two allocations.

(f) If the allocations of the Governmental Entity and the Primary Lessee have a difference of more than five percent (5%), the two final cost allocations shall be submitted to an Independent Review Panel. The Independent Review Panel shall then select either the Governmental Entity cost allocation or the Primary Lessee cost allocation, which shall be binding upon the parties.

§ 61.2809 Independent Review Panel

(a) If an Independent Review Panel is required pursuant to subsection 61.2808(f), an Independent Review Panel shall be established for the limited purpose as provided for pursuant to this Section. The Independent Review Panel shall consist of five (5) members appointed by the Mayor as provided for herein. The Primary Lessee shall nominate not less than six (6) prospective members nor more than eight (8) prospective members and the Mayor shall appoint two (2) members from the prospective members nominated by the Primary Lessee. The City Council shall nominate not less than six (6) prospective members nor more than eight (8) prospective members and the Mayor shall appoint two (2) members from the prospective members nominated by the Council. The four (4) members initially appointed by the Mayor shall then nominate not less than three (3) retired jurists nor more than five (5) retired jurists to serve as the fifth member of the Independent Review Panel and the Mayor shall appoint the fifth member from those so nominated. The retired jurists nominated shall each individually have at least twenty (20) years' combined experience on the California Superior Court, Appellate Court, or Supreme Court, or any federal district or appellate court located in the state. The retired jurist appointed by the Mayor shall serve as chairperson of the panel.

(b) Other than the retired jurist, all members of the Independent Review Panel shall meet one or more of the following criteria:

(1) A licensed architect with at least twenty (20) years' experience with projects of similar size, scope and complexity as the Convention Center Expansion and Stadium.

(2) A licensed civil engineer with at least twenty (20) years' experience with projects of similar size, scope and complexity as the Convention Center Expansion and Stadium.

(3) A licensed structural engineer with at least twenty (20) years' experience with projects of similar size, scope and complexity as the Convention Center Expansion and Stadium.

(c) Decisions of the Independent Review Panel shall be made by a simple majority vote of the total membership.

(d) No member of the Independent Review Panel shall be under contract with or actively doing business with the City, the Governmental Entity or the Primary Lessee or having been under contract or having done business with the City, the Governmental Entity or the Primary Lessee in the twelve (12) month period immediately preceding their nomination.

(e) The costs of the Independent Review Panel shall be paid for by the Primary Lessee. The Independent Review Panel shall make its selection of either the Governmental Entity's final determination of allocation of costs or the Primary Lessee's final determination of allocation of costs within sixty (60) days of submission of the final determinations by the Governmental Entity and the Primary Lessee.

(f) Neither the Governmental Entity nor the Primary Lessee shall have any right to appeal or challenge, administratively or judicially, the determination of cost allocations beyond the Independent Review Panel. No third party shall have any right to appeal or challenge, administratively or judicially, the determination of cost allocations.

(g) The final cost allocations shall not affect the amount of the Convention Center/Stadium Integration Allocation. If the final cost allocations of the Stadium Construction Costs and Stadium Infrastructure Costs exceeds the sum of the Private Sector Stadium Contribution plus the amount of Convention Center Expansion/Stadium Integration Allocation, the Primary Lessee shall be responsible

for such additional cost allocations. The Primary Lessee also shall be responsible for any Stadium Construction Costs and Stadium Infrastructure Costs cost overruns, if any, above the sum of Private Sector Stadium Contribution plus the amount of Convention Center Expansion/Stadium Integration Allocation.

§ 61.2810 Construction Management

(a) The Governmental Entity and the Primary Lessee may elect to have one or more third-party firms be retained to be a joint construction and/or project manager of the Convention Center Expansion and Stadium construction, subject to the reasonable approval of both parties. The foregoing notwithstanding, the Governmental Entity and the Primary Lessee also may each elect to have a construction and/or project manager represent their interests individually.

(b) Any third-party joint construction and/or project manager of the Convention Center Expansion and Stadium construction must be nationally recognized and have at least twenty (20) years' experience in construction management and/or project management of facilities of similar size, scope and complexity as the Convention Center Expansion and Stadium.

(c) Selection of a joint construction and/or project manager of the Convention Center Expansion and Stadium construction shall be based on depth of relevant experience, quality of the proposed construction/project management plan and overall approach, quality of proposed project team, quality of construction approach, fee, and general conditions and general requirements, and shall be subject to applicable laws for similar selections, if any.

§ 61.2811 Facility Management

(a) The Governmental Entity and the Primary Lessee, may elect to have the Primary Lessee or its affiliate act as manager of the Stadium and common areas shared with the Convention Center Expansion, or the Governmental Entity and the Primary Lessee may elect to have a third-party firm be retained to be the manager of the Stadium and common areas shared with the Convention Center Expansion, subject to the reasonable approval of both parties.

(b) Any third-party manager of the Stadium must be nationally recognized and have at least ten (10) years' experience in managing or operating facilities of similar size, scope and complexity as the Stadium.

(c) Selection of the Stadium third-party manager shall be based on experience, quality of the management plan, quality of personnel designated for the project, and expected costs and revenues, and shall be subject to applicable laws for similar selections, if any.

§ 61.2812 Lease Items

The lease with the Primary Lessee shall be subject to good faith negotiations between the Governmental Entity and the Primary Lessee. Principal items for the lease include the following:

(i) the Primary Lessee shall be responsible for the design and construction of the Stadium and any joint use facilities on behalf of the Governmental Entity and for all costs related to the design and construction of the Stadium, except for the Convention Center Expansion/Stadium Integration Allocation and as provided for in this ordinance.

(ii) the Primary Lessee will have exclusive control over Primary Lessee Facilities, for the term of the Lease.

(iii) the Primary Lessee will have exclusive control and operation of the Stadium and associated common areas only during the Football Season subject to the right of the Governmental Entity to use the Stadium and associated common areas (excluding Primary Lessee Facilities) for Events, as provided for herein.

(iv) the Primary Lessee shall pay rent to the Governmental Entity in an amount equal to (a) all costs and expenses of operating and maintaining the Stadium to the extent such costs and expenses are directly attributable to professional football events conducted by the Primary Lessee, (b) the additional operating, maintenance and capital costs for the Stadium (excluding costs and expenses directly attributable to Events) over and above those funds available to the Governmental Entity as provided for in (x) and (xi) below and incurred by the Governmental Entity for operations, maintenance and capital improvements and repairs of the Stadium as required by the O&M Plan, (c) reasonable costs incurred by the City and paid by the Governmental Entity or paid directly to the City by the Primary Lessee in providing professional football event day public safety and traffic management services related to Stadium events, other than routine

governmental service for the Convention Center Expansion and Stadium consistent with the delivery of services generally within the City, and (d) possessory interest taxes levied on the Stadium leasehold interest and other generally applicable City taxes and fees applicable to the Stadium paid by the Governmental Entity or paid directly to the City or County by the Primary Lessee.

(v) other than rent provided in (iv) above Primary Lessee shall not be required to pay, directly or indirectly, any additional rent, charges, fees, or exactions, other than non-discriminatory City processing fees and costs associated with issuance of permits, and non-discriminatory fees and assessments normally charged development projects in the City.

(vi) the Governmental Entity shall have the right to hold Events in the Stadium (excluding Primary Lessee Facilities) during the Football Season provided that such events do not occur on professional football game days or the day prior to such professional football game days (unless approved by Primary Lessee), such Events are coordinated with the Primary Lessee and does not otherwise interfere with the ability of the Primary Lessee to hold professional football events and such events do not damage the playing field or the Primary Lessee Facilities. Events may be subject to long-term advance booking during the Football Season through coordination with the Primary Lessee.

(vii) during the portion of the year which is outside of the Football Season, the Governmental Entity shall have exclusive use of the Stadium, other than Primary Lessee Facilities, and the Governmental Entity may utilize the Stadium (excluding Primary Lessee Facilities) for Events.

(viii) in connection with any Events held by the Governmental Entity in the Stadium during the Football Season, the Governmental Entity shall return the Stadium to the Primary Lessee in the same condition as the Stadium was in prior to use by the Governmental Entity and in the condition as required by the O&M Plan.

(ix) the Governmental Entity shall turn over the Stadium to the Primary Lessee at least thirty (30) days prior to the commencement of the Football Season (or such shorter time as agreed to by the Primary Lessee)

and shall return the Stadium to the Primary Lessee in the same condition as the Stadium was in prior to use by the Governmental Entity and in the condition as required by the O&M Plan.

(x) the Governmental Entity shall use all payments specifically designated and received by the Governmental Entity under Section 35.0140 for the Stadium operations, maintenance and capital improvements and repairs of the Stadium.

(xi) the Governmental Entity shall receive all revenues and shall be responsible for paying all expenses directly attributable to Events held in the Stadium by the Governmental Entity and also shall use net revenues earned by the Governmental Entity from sporting and entertainment events held in the Stadium by the Governmental Entity, but excluding convention events and civic events held in the Stadium, for other operations, maintenance and capital improvements and repairs of the Stadium.

(xii) the Governmental Entity shall retain all revenues and pay all expenses directly attributable to Events held in the Convention Center Expansion by the Governmental Entity and shall be responsible for all operations, maintenance and capital expenses of the Convention Center Expansion.

(xiii) the Primary Lessee shall retain and the Governmental Entity shall have no rights to revenues from Stadium naming rights, Stadium sponsorships, Stadium advertising and signage, professional football event revenues or any professional football team revenues including without limitation ticket revenues, broadcast and media revenues, team sponsorships, professional football concession revenues, merchandise revenues, professional football event parking revenues, suite and club seat revenues, or any other professional football team related revenue.

Section 6. Internal General Plan, Downtown Community Plan, and Municipal Code Consistency.

A. The amendments to the Downtown Community Plan, a part of the City General Plan, as set forth in Section 4 above, express the People of the City of San Diego's intent to eliminate any possible internal inconsistency within or between any elements of the General Plan, the Downtown Community Plan or any

provisions contained in the Convention Center Expansion and Stadium Planned District. It is the People's intent that the Downtown Community Plan, as amended by this Initiative, constitutes an integrated, internally consistent and compatible statement of planning policies. It is the People's further intent that if and to the extent there is no exact or literal match between the General Plan, the Downtown Community Plan and the Convention Center Expansion and Stadium Planned District, those planning documents and their provisions be read and construed in full harmony with each other as provided for by this Initiative.

B. It is the People's intent that the regulations contained in Section 5.B of this Initiative be read and construed in full harmony with the General Plan and the Downtown Community Plan. To the extent that any provisions of the San Diego Municipal Code, including the Land Development Code, or any other ordinances of the City, may be inconsistent with this Initiative, the provisions of this Initiative shall govern.

Section 7. Implementation of this Initiative.

A. Upon the effective date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative. This Initiative is considered adopted and effective, upon the earliest date legally possible.

B. Upon the effective date of this Initiative, the provisions of Section 4 of this Initiative are hereby inserted into the Downtown Community Plan; except that if the four amendments of the General Plan permitted by state law for any calendar year have already been utilized in the year in which this Initiative becomes effective, the General Plan amendments set forth in this Initiative shall be the first amendments inserted into the General Plan on January 1 of the next year.

C. The General Plan in effect as of the filing of the Notice of Intent to Circulate this Initiative ("Filing Date"), and the General Plan as amended by this Initiative, comprise an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City's General Plan remains an integrated, internally consistent and compatible statement of policies for the City, any provision of the General Plan that is adopted between the Filing Date and the effective date of the General Plan amendments adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with the General Plan amendments adopted by this Initiative, be amended as soon as possible and in the

manner and time required by state law to ensure consistency between the provisions adopted by this Initiative and other elements of the General Plan.

D. All future project approvals and other actions needed to implement the Convention Center Expansion and Stadium Planned District shall be consistent with the purpose of this Initiative, as more fully set forth in Section 3 above, to permit and implement the development, construction, operation, maintenance, management and financing of the Convention Center Expansion and Stadium Project.

Section 8. Effect of Other Measures on the Same Ballot.

A. In approving this Initiative, it is the People of the City of San Diego's intent to create a comprehensive regulatory plan to govern potential future uses and development of the Property, including the sources of funding to allow for those uses and development. If this Initiative appears on the same ballot with another measure on the same subject matter, and a majority of the voters vote in favor of both initiatives at the same election, then it is the People's intent that only that measure which receives the greatest number of affirmative votes shall control in its entirety and said other measure or measures shall be rendered void and without any legal effect. In no event shall this Initiative be interpreted in a manner that would permit its operation in conjunction with the non-conflicting provisions of another measure on the same subject matter. If this Initiative is approved by the voters but superseded by law in whole or in part by any other measure on the same subject matter approved by the voters at the same election, and such other measure is later held invalid, this Initiative shall be self-executing and given full force of law. The People of the City of San Diego expressly declare this to be our intent, regardless of any contrary language in any other ballot measure.

Section 9. Interpretation and Severability.

A. This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The People of the City of San Diego declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been signed, adopted, or passed

irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.

B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of San Diego indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with the intent of this Initiative.

C. This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the People of the City of San Diego that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Initiative.

Section 10. Amendment.

A. The provisions of this Initiative can be amended or repealed only by a majority of the voters of the City of San Diego voting in an election held in accordance with state law.

B. The text of existing provisions of the City of San Diego Municipal Code that are included in this Initiative for informational/reference purposes only and not modified herein, are not subject to this Section 10.

Section 11. Exhibits to this Initiative.

For ease of understanding, the Exhibits to this Initiative are:

Exhibit A: The Property

Exhibit B: Amendment to the Zoning Map of the City of San Diego

Exhibit C: Division 25 of Article 1 of Chapter 6 of the San Diego Municipal Code

EXHIBIT A
The Property

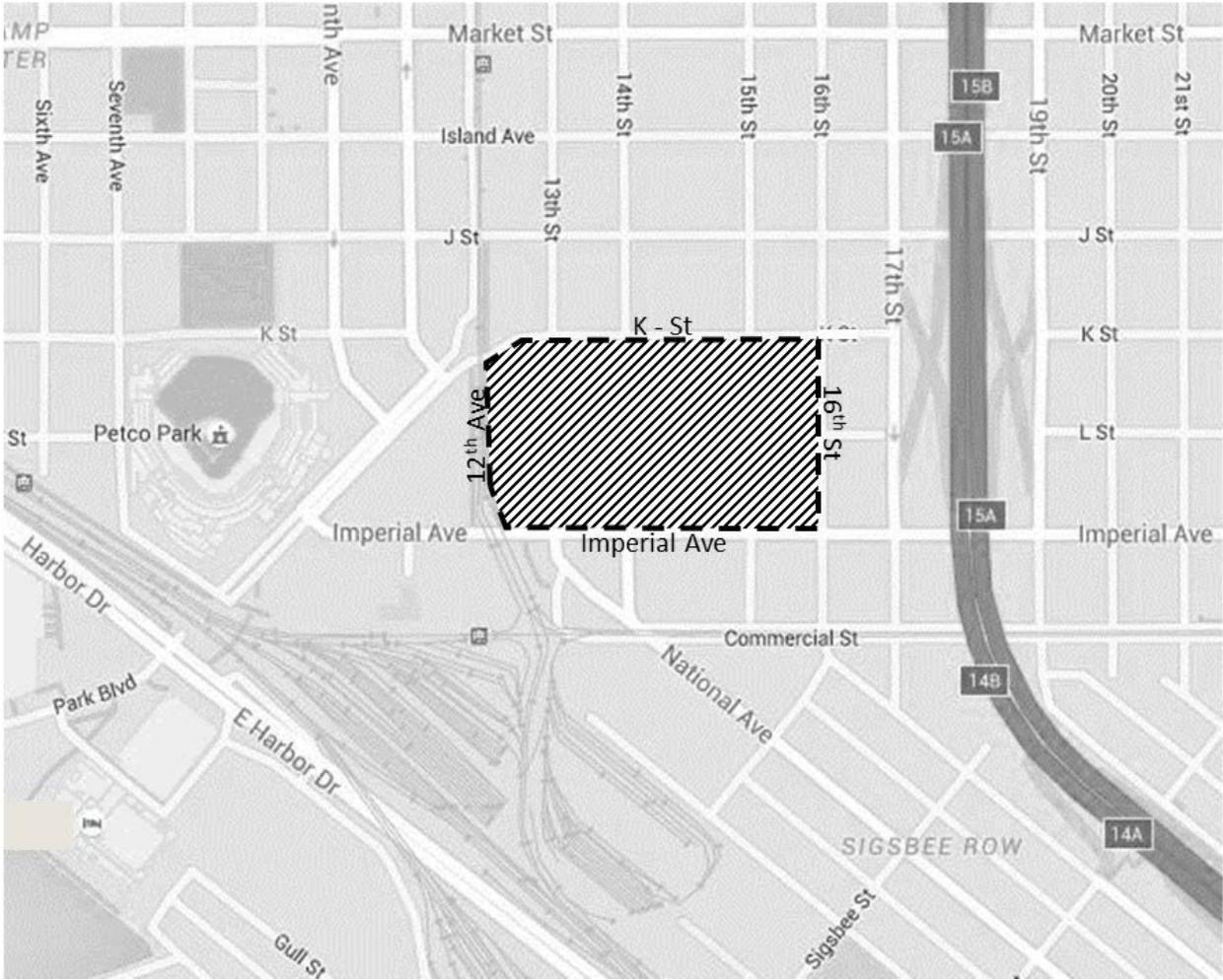


EXHIBIT B

AMENDMENT TO THE ZONING MAP OF THE CITY OF SAN DIEGO

The City of San Diego Zoning Map is amended by this Initiative as shown on the map below (the real property is located within the bold black outline for ease of reference). As amended by this Initiative, the eastern portions of the real property are located in the CCPD-MC / CCESPD-MU zone and the western portions of the real property are located in the CCPD-BP / CCESPD-MU zone.

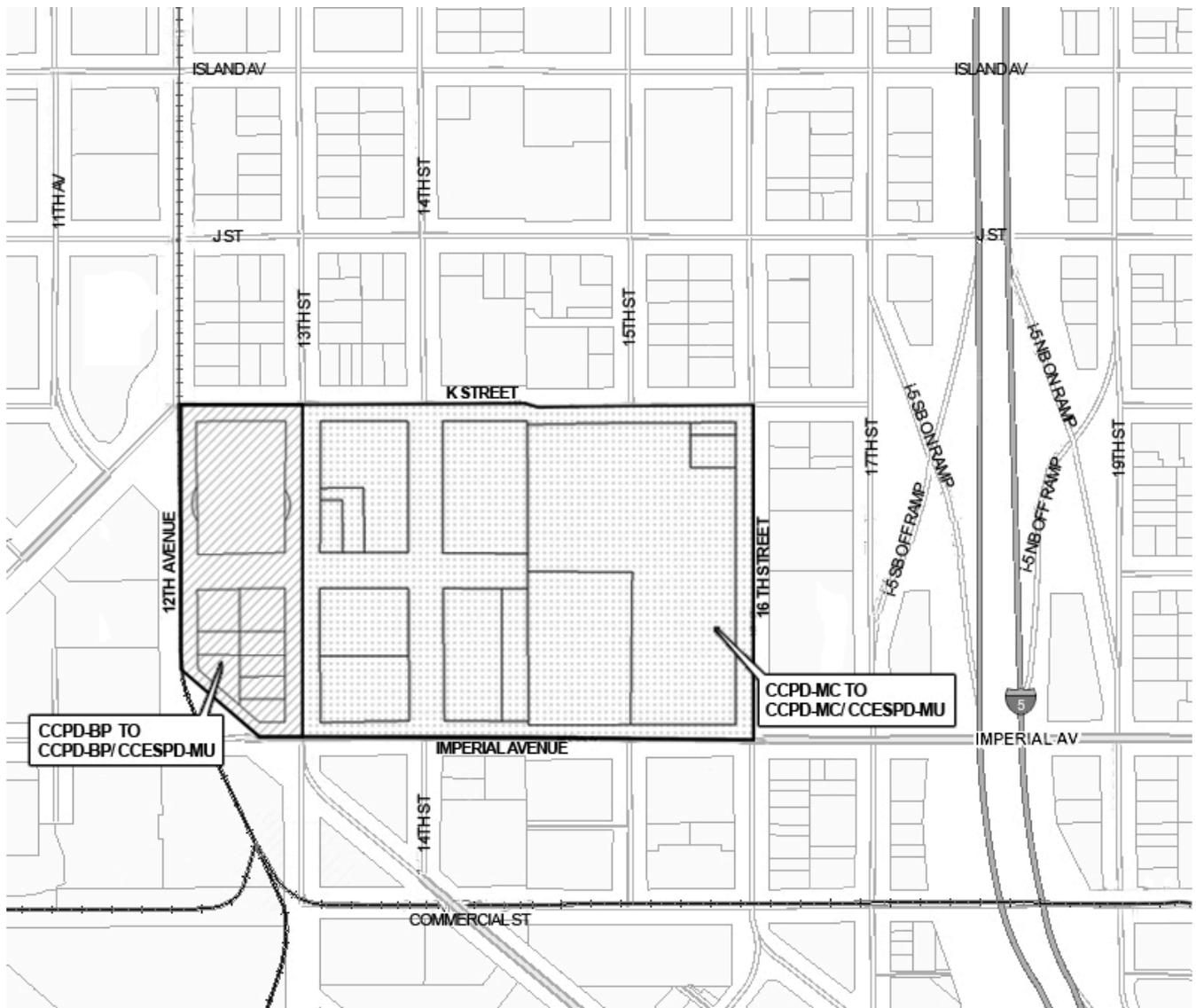


EXHIBIT C

San Diego Municipal Code

Chapter 6: Public Works and Property; Public Improvement and Assessment Proceedings

Article 1: Public Improvement and Assessment Proceedings

Division 25: San Diego Tourism Marketing District Procedural Ordinance

§61.2501 Purpose and Intent

The purpose and intent of this Division is:

- (a) To allow for the establishment of a *tourism marketing district* to provide for tourism development, including coordinated joint marketing and promotion of San Diego *businesses*, in order to retain and expand the lodging industry which is one of the top revenue generators for the San Diego economy and a key employment sector.
- (b) To create a mechanism to fund promotional *activities* for tourism development through the levy of *assessments* upon the *businesses* to which the special and specific benefit from those *activities* is conferred.
- (c) To provide a method for the involvement of a nonprofit entity to participate in the preparation and review of proposed *tourism marketing district* plans for *district activities*.
- (d) To provide a method for the City Council to authorize a nonprofit entity with specific interest in the promotion of City tourism to implement and administer *district activities*.
- (e) To provide a mechanism with which a charge may be imposed for a special and specific benefit conferred directly to the payors that is not provided to those not charged and which does not exceed the reasonable costs to the City of San Diego of conferring the benefit..

§61.2502 Citation of Division

This division may be cited as the San Diego Tourism Marketing District Procedural Ordinance.

§61.2503 Rules of Construction

This Division shall be liberally construed in order to effectuate its purposes. No error, irregularity, informality and no neglect or omission of any officer, in any procedure taken under this Division which does not directly affect the jurisdiction of the San Diego City Council to order the work shall void or invalidate such procedure for any *assessment* or the cost of the work done thereunder.

§61.2504 Definitions

For purposes of this division, defined terms appear in italics. The following definitions apply in this Division:

"*Activities*" means, but is not limited to, the promotion and marketing of *assessed businesses* to provide a special and specific benefit to assessed *businesses* within the district that is not provided to those not paying the *assessment*.

"*Assessment*" means a levy for the purpose of conducting *activities* which will provide a special and specific benefit to the assessed *businesses* located within a *tourism marketing district* is not provided to those not paying the *assessment*. *Assessments* levied under this Division are not special taxes.

"*Business*" means any and all types of hotels where a structure, or any portion of a structure, is held out to the public as being occupied, or designed for occupancy, by transients for dwelling, lodging or sleeping purposes.

"*Business owner*" means the owner, operator, or authorized representative of the business who is noted on City records as the responsible party for the remitting and

reporting of Transient Occupancy Tax pursuant to San Diego Municipal Code section 35.0114.

"*District management plan*" or "*plan*" means a proposal as defined in sections 61.2507.

"*Tourism marketing district*," or "*district*," means an area established pursuant to this Division, within which *businesses* pay *assessments* to fund *activities*.

"*Tourism marketing district association*" or "*association*" means a private nonprofit entity which represents, and whose membership includes only the assessed *business owners* or *business owners'* representatives in a *district* and which participates in the preparation and review of proposed *district management plans* for *district activities* that provide a special and specific benefit to *assessed businesses* that is not provided to those that are not assessed. A *tourism marketing district association* may be an existing nonprofit entity or a newly formed nonprofit entity. In accordance with California Streets and Highways Code section 36614.5, the *association* is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose.

Transient has the same meaning as in San Diego Municipal Code section 35.0102.

§61.2505 Alternative Financing Method; No Limit on Other Provisions of Law

This Division provides an alternative method of financing certain *activities*. The provisions of this Division shall not affect or limit any other provisions of law authorizing or providing for *activities* or the raising of revenue for the benefit of *businesses*.

§61.2506 Establishment of Tourism Marketing District

A *tourism marketing district* may be established as provided in this Division, in the following manner:

(a) Upon the submission of a written petition, signed by the *business owners* in the proposed *district* who will pay more than 50 percent of the *assessments* proposed to be levied, the City Council will initiate proceedings to establish a *district* by the adoption of a resolution expressing its intention to establish a *district*. Where the same *business owner* would be assessed an amount in excess of 40 percent of the total amount of all *assessments* proposed to be levied, that *business owner's* share of the *assessment* over such 40 percent shall not be included in determining whether the petition is signed by *business owners* who will pay more than 50 percent of the total amount of *assessments* proposed to be levied.

(b) The petition of *business owners* required under subdivision (a) shall include a summary of the *district management plan*. That summary shall include all of the following:

(1) A map showing the boundaries of the *district*.

(2) Information specifying where the complete *district management plan* can be obtained.

(3) Information specifying that the complete *district management plan* shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed *activities*, the amount of the proposed *assessment*, a statement that bonds will not be issued, and a description of the exterior boundaries of the proposed *district*. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the *activities* and the location and extent of the proposed *district*.

(2) A time and place for a public hearing on the establishment of the *tourism marketing district* and the levying of *assessments*, which shall be consistent with the requirements of section 61.2508.

§61.2507 Tourism Marketing District Management Plan

The *district management plan* shall contain all of the following:

- (a) A map of the *district*.
- (b) The name of the proposed *district*.
- (c) A description of the boundaries of the *district*, including the boundaries of any benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected lands and *businesses* included. Nothing in this Division prohibits the boundaries of a *district* created pursuant to this Division to overlap with other *districts* created pursuant to this Division or assessment districts established pursuant to other provisions of law including, but not limited to, the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code sections 36500 - 36551, or the Property and Business Improvement District Law of 1994, California Streets and Highways Code sections 36600 - 36671.
- (d) The general description of *activities* proposed for each year of operation of the *district* and the estimated maximum cost thereof.
- (e) The estimated total annual amount proposed to be expended each year for administration and operation of the *district*.
- (f) The proposed source or sources of financing including the proposed method and basis of levying the *assessment* in sufficient detail to allow each *business owner* to calculate the amount of the *assessment* to be levied against their *business*.
- (g) The planned frequency for the levying of the *assessments*.
- (h) The specific number of years in which *assessments* will be levied. The maximum term for any *district* is 40 years. The *district management plan* may set forth specific changes in *assessments* for each year of operation of the *district*.
- (i) The proposed timing and duration of *activities* under the *plan*.
- (j) Any proposed rules and regulations to be applicable to the *district*.
- (k) A list of the *businesses* to be assessed then in existence.
- (l) A description of the procedures utilized by the *association* for the nomination and election of the *association's* board of directors.
- (m) Any other item or matter required to be incorporated therein by the San Diego City Council, the San Diego Municipal Code, or any other applicable law. The *district management plan* shall be approved by City Council at the time City Council considers the petition of *businesses* seeking to establish a *tourism marketing district*. Should the *businesses* or the *tourism marketing district* association seek to modify the *plan* at any time, such modifications shall be subject to the requirements of sections 61.2519 and 61.2520.

§61.2508 Notice of Proposed Assessments; Public Hearing

(a) If the City Council proposes to levy a new or increased *assessment* pursuant to this Division, the City shall comply with the following notice, protest, and hearing procedures:

- (1) The City Council shall identify all *businesses* which will have a special and specific benefit conferred on them by the *activities* and upon which an *assessment* will be imposed.
- (2) All *assessments* shall be supported by the *management plan*.
- (3) The City shall give notice by mail to the *business owner* of each identified *business*. Each notice shall state the estimated total initial annual *assessments* for the entire *district*, the duration of the payments, the reason for the *assessment* and the basis upon which the amount of the proposed *assessment* was calculated, and a specific formula in sufficient detail to allow the *business owner* to calculate the proposed assessment on the *business*, together with the date, time, and location of a public hearing on the proposed *assessment*.

(4) If the proposed *assessment* formula is based on gross room revenue, the amount of the proposed *assessment* for each identified *business* shall be estimated based on gross room rental revenue for the City's most recent complete fiscal year.

(5) Each notice shall also include, in a conspicuous place, a summary of the procedures for the completion, return, and tabulation of the ballots required pursuant to section 61.2508(a)(6), including a statement that the *assessment* shall not be imposed if the ballots submitted in opposition to the *assessment* exceed the ballots submitted in favor of the assessment, with ballots weighted according to the proportional financial obligation of the affected *business*. The City shall give notice by mail at least 45 days prior to the date of the public hearing upon the proposed *assessment*. On the face of the envelope mailed to the *business owner*, in which the notice and ballot are enclosed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED." The City may additionally place the phrase "OFFICIAL BALLOT ENCLOSED" on the face of the envelope mailed to the *business owner*, in which the notice and ballot are enclosed, in a language or languages other than English.

(6) Each notice given pursuant to this section shall contain a ballot that includes the City's address for receipt of the ballot and a place where the person returning the assessment ballot may indicate his or her name, a reasonable identification of the *business*, and his or her support or opposition to the proposed *assessment*. Each ballot shall be in a form that conceals its contents once it is sealed by the person submitting the ballot. Each ballot shall be signed and either mailed or otherwise delivered to the address indicated on the ballot. Regardless of the method of delivery, all ballots shall be received at the address indicated, or the site of the public testimony, in order to be included in the tabulation of a majority protest pursuant to section 61.2508(a)(8). Ballots shall remain sealed until the tabulation of ballots pursuant to section 61.2508(a)(8) commences, provided that a ballot may be submitted, changed, or withdrawn by the person who submitted the ballot prior to the conclusion of the public testimony on the proposed *assessment* at the hearing required pursuant to this section. The City may provide an envelope for the return of the ballot, provided that if the return envelope is opened by the City prior to the tabulation of ballots pursuant to section 61.2508(a)(8), the enclosed ballot shall remain sealed as provided in this section.

(7) At the time, date, and place stated in the notice mailed pursuant to section 61.2508(a)(3), the City shall conduct a public hearing upon the proposed *assessment*. At the public hearing, the City shall consider all objections or protests, if any, to the proposed *assessment*. At the public hearing, any person shall be permitted to present written or oral testimony. The public hearing may be continued from time to time.

(8) At the conclusion of the public hearing, a person or persons designated by the City shall tabulate the ballots submitted, and not withdrawn, in support of or opposition to the proposed *assessment*.

(9) The City Council may, if necessary, continue the tabulation at a different time or location accessible to the public, provided the City Council announces the time and location at the hearing. Technological methods may be used in the tabulation of the ballots, including, but not limited to, punchcard, or optically readable (bar-coded) ballots.

(10) A majority protest exists if the ballots submitted, and not withdrawn, in opposition to the proposed *assessment* exceed the ballots submitted, and not withdrawn, in its favor, weighting those ballots by the amount of the proposed *assessment* to be imposed upon the identified *business* for which each ballot was submitted.

(11) If there is a majority protest against the imposition of a new *assessment* or an increase in an existing *assessment*, the City shall not impose or increase the assessment.

(b) In addition to the requirements of section 61.2508(a), the City shall also comply with California Government Code section 54954.6, as it relates to adopting any new or increased assessment.

§61.2509 City Council Adoption, Revision or Modification of Assessments; Modification of Approved Activities; Changes to District Boundaries

At the conclusion of the public hearing to establish the *district*, the City Council may adopt, revise, change, reduce or modify the proposed *assessment* or the type or types of *activities* to be funded with the revenues from the *assessments*. At the hearing, the City Council may only make changes to the boundaries of the proposed *tourism marketing district* that will exclude territory containing *businesses* that the City Council finds will not benefit from the proposed *activities*; and may only change proposed *assessments* by reducing them

§61.2510 Resolution of Formation of Tourism Marketing District

(a) If the City Council, following a public hearing, decides to establish a proposed *tourism marketing district*, the City Council shall adopt a resolution of formation that shall contain all of the following:

- (1) A brief description of the proposed *activities*, the amount of the proposed *assessment*, and a description of the exterior boundaries of the proposed *district*. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the *activities* and the location and extent of the proposed *district*.
 - (2) The number, date of adoption, and title of the resolution of intention.
 - (3) The time and place where the public hearing was held concerning the establishment of the *district*.
 - (4) A determination regarding any protests received. The City Council shall not establish the *district* or levy *assessments* if a majority protest was received.
 - (5) A statement that the operations of the *district* established by the resolution shall be subject to any amendments to this Division.
 - (6) A statement that the activities to be provided to benefit *businesses* in the *district* will be funded by the levy of the *assessments*. The revenue from the levy of *assessments* within a *district* shall not be used to provide *activities* that directly benefit *businesses* outside the *district* or for any purpose other than the purposes specified in the resolution of intention, as modified by the City Council at the hearing concerning establishment of the *district*.
 - (7) A statement specifying the time and manner for levying the assessments by the City Treasurer.
 - (8) A statement that any *assessment* imposed pursuant to this Division is levied solely upon the *business owner* within the *district*, that the *business owner* is solely responsible for payment of the *assessment* when due, and that, if the *business owner* chooses to collect any portion of the *assessment* from a *transient*, that portion shall be specifically called out and identified for the *transient* in any and all communications from the *business owner* as a “*San Diego Tourism Marketing District Assessment*.”
 - (9) A finding that the *activities* funded by the *assessments* will provide a special and specific benefit to *businesses* within the *tourism marketing district* that is not provided to those not paying the *assessment*.
- (b) The adoption of the resolution of formation and recordation of the notice and map pursuant to section 61.2512 shall constitute the levy of an *assessment* in each of the fiscal years referred to in the *district management plan*.

§61.2511 City Clerk to Record Notice and Map of District

Following adoption of a resolution establishing a *district* pursuant to section 61.2510 the City Clerk shall record a notice and map of the *district*.

§61.2512 City Council Establishment of Benefit Zones

The City Council may establish one or more separate benefit zones within the *district* based upon the degree of benefit derived from the *activities* to be provided within the benefit zone, and may impose a different *assessment* within each benefit zone. The City Council may also define categories of *businesses* based upon the degree of benefit that each will derive from the *activities* to be provided within the *district*, and may impose a different *assessment* or rate of *assessment* on each category of *business*, or on each category of *business* within each zone.

§61.2513 Establishment, Modification or Disestablishment; Districts and Benefit Zones

All provisions of this Division applicable to the establishment, modification, or disestablishment of a *tourism marketing district* apply to the establishment, modification, or disestablishment of benefit zones or categories of *business*. In order to establish, modify, or disestablish a benefit zone or category of *business*, the City Council shall follow the procedure to establish, modify, or disestablish a *tourism marketing district*.

§61.2514 Expiration of Tourism Marketing District

If a *tourism marketing district* expires due to the time limit set pursuant to section 61.2507(h), a new *district management plan* may be created and a new *district* established pursuant to this Division.

§61.2515 Collection of Assessments

The collection of the *assessments* levied pursuant to this Division shall be made at the time and in the manner set forth by the City Council in the resolution establishing the *district* described in section 61.2510. A method for charging interest and penalties for delinquent payments of *assessments* may also be prescribed in the resolution establishing the *district*.

§61.2516 Exemptions from Assessments

The following *business* revenues are considered exempt from assessment under this Division:

- (1) Revenues from a *transient* who has exercised occupancy for more than one month;
- (2) Revenues from a *transient* whose room rent is being paid directly or indirectly by the federal government or the State of California, or
- (3) Revenues from a *transient* who is by treaty exempt from locally-levied transient occupancy taxes.

§61.2517 Validity of Assessments; Contests

The validity of an *assessment* levied under this Division shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution establishing the *district* and levying the *assessment* is adopted pursuant to section 61.2510. Any appeal from a final judgment in an action or proceeding shall be perfected by the appellant within 30 days after the entry of judgment.

§61.2518 City's Promotional Responsibilities

(a) Nothing in this Division shall relieve the City of its responsibility to promote the City of San Diego as enumerated in San Diego Municipal Code section 35.0128 regarding the use of revenues from the City's Transient Occupancy Tax.

(b) The City Manager, or the Manager's designee, will provide the *tourism marketing district association*, on an annual basis, a statement detailing actual Transient Occupancy Tax revenues collected under San Diego Municipal Code section 35.0103 that are

available for promoting the City. This statement shall also describe the prescribed use of revenues from the City's Transient Occupancy Tax to include, but not be limited to:

- (1) The annual debt payment for all existing bond obligations related to the San Diego Convention Center Corporation;
- (2) The annual marketing subsidy as required by the San Diego Convention Center Corporation; and
- (3) The annual debt payment for all existing bond obligations relative to Balboa Park and Mission Bay Park.

§61.2519 Modifications of District Management Plan

A *tourism marketing district association* may, at any time, request that the City Council modify its *district management plan*. Any modification of the *district management plan* shall be made pursuant to this Division.

§61.2520 District Plan Modification; Public Hearing Required

(a) Upon the written request of a *tourism marketing district association*, the City Council may modify the *district management plan*, including modification of the *activities* to be funded with the revenue derived from the levy of the *assessments*, after conducting one public hearing on the proposed modifications. If the modification includes the levy of a new or increased *assessment*, the City shall comply with the notice and protest requirements of section 61.2508.

(b) The City Council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

(c) The City shall give all *business owners* within the *district* written notice by mail, of the proposed modifications of the *district management plan*, an explanation of the modification, and the reason for the modification, together with the date, time and location of a public hearing on the proposed modification.

§61.2521 Tourism Marketing District Association; Report of Activities

(a) Each *tourism marketing district association* shall cause to be prepared a prospective report for each fiscal year, except the first year, for which *assessments* are to be levied and collected to pay the costs of the *activities* described in the report. The *tourism marketing district association's* first report shall be due after the first year of operation of the *district*. The report may propose changes, including, but not limited to, the boundaries of the *tourism marketing district* or any benefit zones within the *district*, the basis and method of levying the *assessments*, and any changes in the classification of categories of *business*, if a classification is used.

(b) The report shall be filed with the City Clerk prior to the end of each fiscal year, and shall refer to the *tourism marketing district* by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes to the boundaries of the *tourism marketing district* or to any benefit zones or classification of *businesses* within the *district*.

(2) The *activities* to be provided for that fiscal year.

(3) An estimate of the cost of providing the *activities* for that fiscal year.

(4) The method and basis of levying the *assessment* in sufficient detail to allow each *business owner* to estimate the amount of the *assessment* to be levied against his or her *business* for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from the previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than *assessments* levied pursuant to this Division.

(c) The City Council may approve the report as filed by the *tourism marketing district association*, or may modify any portion of the report and approve it as modified. Such modification shall only be made subject to the noticing provisions of sections 61.2520. Any portion of the report which proposes to modify the *district management plan* shall only be approved after complying with the notice and public hearing requirements of Section 61.2520. The City Council shall not approve a change in the basis and method of levying *assessments* that would impair an authorized or executed contract to be paid from the revenues derived from the levy of *assessments*.

(d) A *tourism marketing district association* shall comply with the Ralph M. Brown Act, California Government Code sections 54950 - 54963, at all times when matters within the subject matter of the *district* are heard, discussed, or deliberated, and with the California Public Records Act, California Government Code sections 6250 - 6276.48, for all documents relating to *activities* of the *district*.

(e) Each *business owner* paying the *tourism district assessment* has the right to vote in annual elections of the *association* and the right to seek nomination or election to the board of directors of the *association*.

§61.2522 Tourism Marketing District Association; Contract With Nonprofit

The *district management plan* may state that a *tourism marketing district association* will provide for and administer the *activities* described in the *district management plan*. If the *district management plan* designates a *tourism marketing district association*, the City may contract with the designated nonprofit corporation to implement the *plan* and carry out specified *activities*, subject to the terms and conditions enumerated in the contract.

§61.2523 Renewal of Expired District

(a) Upon renewal of an expired *district*, any remaining revenues derived from the levy of *assessments*, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed *district*. If the renewed *district* includes additional *businesses* not included in the prior *district*, the remaining revenues shall be spent to benefit only the *businesses* in the prior *district*. If the renewed *district* does not include *businesses* included in the prior *district*, the remaining revenues attributable to these *businesses* shall be refunded to the owners of these *businesses*.

(b) Upon renewal, a *district* shall have a term not to exceed forty (40) years. There is no requirement that the boundaries, *assessments*, or *activities* of a renewed *district* be the same as the original or prior *district*.

§61.2524 Disestablishment of District; Procedures

(a) Any *tourism marketing district* established or extended pursuant to the provisions of this Division, where there is no outstanding and unpaid indebtedness incurred to accomplish any of the purposes of the *district*, may be disestablished by resolution of the City Council in either of the following circumstances:

- (1) If the City Council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the *district*; or
- (2) After the first year of operation of the *district*, there shall be a 30-day period each year in which assessed *business owners* may request disestablishment of the *district*. The first such period shall begin upon presentation to City Council of the *district's* initial annual report of activities. During each successive year of operation of the *district*, *business owners* shall have such a 30-day period to request disestablishment upon presentation of the *district's* report of activities. Upon the written petition of the *business owners* in the *district* who pay 50 percent or more of the *assessments* levied, the City Council shall pass a resolution of intention to disestablish the *district*. The City Council shall notice a hearing on disestablishment, pursuant to section 61.2508.

(b) The City Council shall adopt a resolution of intention to disestablish the *district* prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the *assessments* levied within the *district*. The notice of the hearing on disestablishment required by this section shall be given by mail to the owner of each *business* subject to *assessment* in the *district*. The City Council shall conduct the public hearing not less than 30 days after the mailing of the notice to the *business owners*. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

§61.2525 Disestablishment; Refund of Assessments

(a) If the disestablishment occurs before an *assessment* is levied for the fiscal year, the method and basis that was used to calculate the *assessments* levied in the immediate prior fiscal year shall be used to calculate the amount of any refund. All outstanding *assessment* revenue collected after disestablishment shall be spent on *activities* specified in the *district management plan*.

(b) Upon the disestablishment of a *district*, any remaining revenues, after all outstanding debts are paid, derived from the levy of *assessments*, or derived from the sale of assets acquired with the revenues, shall be refunded to the *business owners* then located and operating within the *district* in which *assessments* were levied by applying the same method and basis that was used to calculate the *assessments* levied in the fiscal year in which the *district* is disestablished.

§61.2526 Action to Determine Validity; Action Contesting Validity

(a) An action to determine the validity of *assessments*, contracts, improvements, or *activities* may be brought by the City or *tourism marketing district association* pursuant to Chapter 9 (commencing with section 860) of Title 10 of Part 2 of the California Code of Civil Procedure. For such purpose an *assessment*, *activity*, improvement, or acquisition shall be deemed to be in existence upon its authorization by City Council.

(b) In accordance with California Streets and Highways Code section 36633, the validity of an *assessment* levied under this Division shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the *assessment* is adopted pursuant to section 61.251. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

STATEMENT OF REASONS

A statement of the reasons for the proposed action as contemplated in said petition is as follows:

This Initiative adopts the legislative policy of the City to provide for the financing, development and operation of the Convention Center Expansion and Stadium Project and expanded tourism and conventions in the City and, thereby, provide economic development opportunities, including creating jobs, increasing tourism, and other economic activity in the City. The Initiative provides for the development of an integrated Convention Center Expansion and Stadium that expands the City's ability to host a wider range of convention, civic, sports, and entertainment events, including professional football: authorizes an increase in the Transient Occupancy Tax, paid by hotel/motel guests, to be deposited in special City trust funds to be used for the development and financing of the Convention Center Expansion and Stadium and the development and implementation of a tourism and convention center marketing program; requires a private sector contribution of \$650,000,000 be provided for the Stadium and that a covenant and agreement be secured requiring a professional football team leasing the Stadium to agree not to relocate for a period of 30 years; provides for a one-time contribution of \$350,000,000 from Transient Occupancy Tax revenues to pay for allocated Stadium costs attributable to the Convention Center Expansion/Stadium integration and joint use features; prohibits the City from paying for the construction of the Stadium or any cost overruns from the Stadium construction; establishes an alternative land use plan allowing for the development a Convention Center Expansion and Stadium Planned District in the East Village area of Downtown; and authorizes the City Council, pursuant to a set of guiding legislative polices, to take any and all actions to permit the development and financing of the Convention Center Expansion and Stadium Project.

Date: March 30, 2016

_____/s/_____
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