LA MESA CITY COUNCIL

AGENDA

A Regular Meeting

Tuesday, March 10, 2015

4:00 p.m.

City Council Chambers
La Mesa City Hall
8130 Allison Avenue
La Mesa, California

The purpose of a Council meeting is to accomplish the public’s business as productively, efficiently and professionally as possible.

La Mesa e-Gov
www.cityoflamesa.com/e-gov

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Welcome to the La Mesa City Council meeting.

*The City of La Mesa is a community working together toward a common goal which includes a safe and healthy environment, state-of-the-art resources and technology, unsurpassed quality of life and an efficient and effectively run government organization.*

- Agenda reports for items on this agenda are available for public review at the City Clerk's Office, 8130 Allison Avenue, and at the La Mesa library reference desk, 8074 Allison Avenue, during normal business hours.

- Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 8130 Allison Avenue, during normal business hours.

- As a courtesy to others, **PLEASE TURN OFF, OR PLACE IN SILENT MODE**, all cell phones, pagers and other communication devices while in the Council Chambers.

- If you wish to speak concerning any item on the agenda, please complete a “Request to Speak” card and submit it to the Council Hostess. When the Mayor calls your name, step to the podium and state your name for the record.

- In order that all who wish to speak may be heard, it is requested that you limit your presentation to **three** minutes.

- Should you wish to speak concerning an item that is not listed on the agenda, you may be heard during that part of the agenda listed as "Public Comments." Please complete a “Request to Speak” card and submit it to the Council Hostess. When the Mayor calls your name, step to the podium and state your name for the record. **NOTE:** If appropriate, the item may be referred to staff or placed on a future agenda.

- Citizens who wish to make an audio/visual presentation pertaining to an item on the agenda, or during Public Comments, should contact the City Clerk’s office at 619.667.1120, no later than 12:00 noon, one business day prior to the start of the meeting. Advance notification will ensure compatibility with City equipment and allow Council meeting presentations to progress smoothly and in a consistent and equitable manner. **Please note** that all presentations/digital materials are considered part of the maximum time limit provided to speakers.

- The City of La Mesa encourages the participation of disabled individuals in the services, activities and programs provided by the City. Individuals with disabilities, who require reasonable accommodation in order to participate in the City Council meetings, should contact the City’s Americans with Disabilities Coordinator at 619.667.1178.

- Listening devices are available for the hearing impaired. Please see the Council Hostess for assistance.

- Approximately one hour into the meeting the Council may take a brief break.

- This meeting can be viewed live on Cox Cable Channel 24 (within La Mesa City limits) and on AT&T U-Verse Channel 99 (in the San Diego Region).

- For more specific information about the City Council meetings, please take a *Welcome to Your City of La Mesa City Council Meeting* brochure located at the back of the Council Chambers, or call the City Clerk’s office at 619.667.1120.

- Information about the services and programs offered by the City of La Mesa can be found on our website at [www.cityoflamesa.com](http://www.cityoflamesa.com).
AGENDA

MARCH 10, 2015 4:00 P.M.

ROLL CALL

INVOCATION – COUNCILMEMBER BABER

PLEDGE OF ALLEGIANCE

CITY MANAGER COMMENTS

COMMUNITY BULLETIN REPORTS

ADDITIONS AND/OR DELETIONS TO THE AGENDA

PUBLIC COMMENTS – (TOTAL TIME – 15 MINUTES)

NOTE: In accordance with state law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take any action on the item at this meeting. If appropriate, the item will be referred to Staff or placed on a future agenda.

CONSENT CALENDAR
(Items 1 through 6)

The Consent Calendar includes items previously considered by the Council. Unless discussion is requested by members of the Council or audience, all Consent Calendar items may be approved by one motion.

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

2. APPROVAL OF MINUTES OF A SPECIAL MEETING HELD FEBRUARY 17, 2015; A SPECIAL MEETING HELD FEBRUARY 19, 2015; AND A REGULAR MEETING HELD FEBRUARY 24, 2015

3. RATIFICATION OF THE DESIGN REVIEW BOARD’S APPROVAL OF DRB-14-17 (RABA/VIDCTORIA LAND PARTNERS) – A PROPOSAL TO DEMOLISH EXISTING COMMERCIAL BUILDINGS AND CONSTRUCT A RESTAURANT WITH DRIVE-THRU AND A RETAIL PAD BUILDING AT 8200 PARKWAY DRIVE IN THE C-D (GENERAL COMMERCIAL/URBAN DESIGN OVERLAY) ZONE

   Staff Reference: Mr. Chopyk

4. RESOLUTION ACCEPTING AND AWARDING BID 15-02 FOR THE CONCRETE STREET PANEL REPLACEMENT PROJECT TO PAL GENERAL ENGINEERING, INC.

   Staff Reference: Mr. Humora
CONSENT CALENDAR – Continued

5. RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR SMART GROWTH INCENTIVE GRANT PROGRAM FUNDS THROUGH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR THE FINAL DESIGN AND CONSTRUCTION OF A PEDESTRIAN CROSSING AT SPRING STREET AND THE I-8 OFF-RAMP TROLLEY TRACKS AND A SIDEWALK WITH CONNECTIVITY TO UNIVERSITY AVENUE, ACCEPTING THE TERMS OF THE GRANT AGREEMENT, ACCEPTING SAID GRANT IF AWARDED, AND APPROPRIATING FUNDS FOR THE PROJECT

Staff Reference: Mr. Humora

6. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA, STATE OF CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE INCORPORATED AREA OF THE CITY IN THE SAN DIEGO COUNTY PROPERTY ASSESSED CLEAN ENERGY PROGRAM (FIGTREE) TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER EFFICIENCY IMPROVEMENTS, APPROVING THE REPORT SETTING FORTH THE PARAMETERS OF THE REFERENCED PROGRAM AND CERTAIN MATTERS IN CONNECTION THERewith

Staff Reference: Mr. Chopyk

STAFF REPORT

7. AUTHORIZATION OF THE SELECTION AND PREPARATION OF AN AGREEMENT TO NEGOTIATE WITH WESTMONT COMPANIES TO DEVELOP A SENIOR LIVING FACILITY ON CITY-OWNED LAND ADJACENT TO BRIERCREST PARK LOCATED AT 9000 MURRAY DRIVE ON THE NORTHEAST CORNER OF STATE ROUTE 125 AND MURRAY DRIVE

Staff recommends the Council approve the selection of Westmont Companies to develop a senior living facility on the Briercrest site and authorize staff to prepare an Agreement to Negotiate with Westmont Companies.

Staff Reference: Mr. Chopyk

COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)

AB 1234 REPORTS (GC 53232.3(d))

HEARING/ORDINANCES: FIRST READING – Continued from January 27, 2015

8. A. CONSIDERATION OF AN ORDINANCE AMENDING TITLE 12 OF THE LA MESA MUNICIPAL CODE TO ESTABLISH AN OPTIONAL IN-LIEU PARKING FEE FOR REQUIRED OFF-STREET PARKING FOR NON-RESIDENTIAL DEVELOPMENT IN THE DOWNTOWN COMMERCIAL (CD) ZONE;
HEARING/ORDINANCES: FIRST READING – Continued

B. CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 24.04 OF THE LA MESA MUNICIPAL CODE RELATED TO PARKING STANDARDS AND ESTABLISHING AN OPTIONAL IN-LIEU PARKING FEE FOR REQUIRED OFF-STREET PARKING FOR NON-RESIDENTIAL DEVELOPMENT IN THE DOWNTOWN COMMERCIAL (CD) ZONE; AND

C. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA ADOPTING AN IN-LIEU PARKING FEE FOR FISCAL YEAR 2014-2015

Staff recommends the Council 1) approve the Negative Declaration; 2) approve the introduction and first reading of the Ordinance amending Title 12 of the La Mesa Municipal Code; 3) approve the introduction and first reading of the Ordinance amending Chapter 24.04 of the La Mesa Municipal Code; and 4) adopt a Resolution setting the amount of the In-Lieu Parking Fee at $25,000 per parking space.

Staff Reference: Mr. Chopyk

CITY ATTORNEY REMARKS

ADJOURNMENT

PLEASE NOTE: There will be a Special meeting on Thursday, March 19, 2015, at 8:00 a.m. in the Emergency Operations Center located within the Fire Administration offices at 8054 Allison Avenue, La Mesa, for the Council’s annual strategic planning workshop.
<table>
<thead>
<tr>
<th>EVENT DATE</th>
<th>MEMBER NAME</th>
<th>DESCRIPTION AND ATTENDEES (Explanation of expense: lunch, parking, educational seminar, business expense), name of attendees</th>
<th>PURPOSE (Reason for expenditure)</th>
<th>PAYMENT TO: (Vendor’s Name)</th>
<th>ALESSIO</th>
<th>DR. A</th>
<th>BABER</th>
<th>EWIN</th>
<th>MADRID</th>
<th>MCWHIRTER</th>
<th>STERLING</th>
<th>TOTALS</th>
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<tbody>
<tr>
<td>7/2/14</td>
<td>Madrid</td>
<td>Parking fee for Building for Mobility - Circulate SD 2014 Regional TOD Summit, San Diego, CA</td>
<td>TOD Workshop</td>
<td>Art Madrid</td>
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<td>7/25/14</td>
<td>Madrid</td>
<td>Invited to provide a brief update about the City</td>
<td>First Friday Breakfast, Aug 1</td>
<td>SD East County Chamber of Commerce</td>
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<td>8/28/14</td>
<td>Ewin</td>
<td>Cuyamaca-Grossmont College Foundation presentation</td>
<td>First Friday Breakfast, Sept 5</td>
<td>SD East County Chamber of Commerce</td>
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<td>9/15/14</td>
<td>Madrid</td>
<td>A Road from Ignorance (book)</td>
<td>Resource material for Mayor's Office</td>
<td>David Eames Hall</td>
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<td>15.00</td>
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<tr>
<td>9/18/14</td>
<td>Sterling</td>
<td>Planner Refill</td>
<td>Log appointments</td>
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<td>10/15/14</td>
<td>Madrid</td>
<td>Lunch with Carol Baxter of LM Lumber</td>
<td>Discuss potential contractor contacts for LM Lumber</td>
<td>Antica Trattoria</td>
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<td>10/20/14</td>
<td>Ewin</td>
<td>Luncheon</td>
<td>La Mesa Beautiful annual event</td>
<td>La Mesa Beautiful</td>
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<tr>
<td>10/31/14</td>
<td>Madrid</td>
<td>Lunch with Intern - senior student from SDSU</td>
<td>Discuss City issues</td>
<td>Antica Trattoria</td>
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<tr>
<td>11/8/14</td>
<td>Madrid</td>
<td>Parking fee</td>
<td>Attend Grossmont Hospital Foundation Gala</td>
<td>Sheraton San Diego Marina</td>
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<td>16.00</td>
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<td>11/10/14</td>
<td>Sterling</td>
<td>Copies of campaign contribution reports</td>
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<td>City of LM</td>
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<td>11/12/14</td>
<td>Madrid</td>
<td>Luncheon with Staff Recognition for outstanding work</td>
<td>Antica Trattoria</td>
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<td>DESCRIPTION AND ATTENDEES (Explanation of expense: lunch, parking, educational seminar, business expense, name of attendees)</td>
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<td>11/24/14</td>
<td>Madrid</td>
<td>Christmas Cards</td>
<td>Christmas Cards</td>
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<td>11/25/14</td>
<td>Madrid</td>
<td>Luncheon with Staff</td>
<td>Appreciation luncheon</td>
<td>Antica Trattoria</td>
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<td>12/2/14</td>
<td>Madrid</td>
<td>Breakfast with a citizen</td>
<td>Discuss a neighborhood issue</td>
<td>The Lunch Box</td>
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<td>Madrid</td>
<td>Lunch with chair of Interfaith Council</td>
<td>Discuss future of the organization</td>
<td>Chilis</td>
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<td>Sterling</td>
<td>Pearl Harbors Survivors Memorial</td>
<td>Wreath</td>
<td>Allen’s Flowers</td>
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<td>1/28/15</td>
<td>Sterling</td>
<td>Salute to Local Heroes</td>
<td>Attend Annual Event</td>
<td>LM Chamber of Commerce</td>
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CITY COUNCIL MEMBERSHIPS
- Arbor Day Foundation
- East County Economic Development Council
- League of CA Cities
- League of CA Cities-San Diego Division
- National League of Cities

COUNCIL REPRESENTATIVE FOR OUTSIDE ORGANIZATION
- Harry Griffen Park JPA
- Heartland Communications Facility Authority
- Heartland Fire Training Facility Authority
- La Mesa-Spring Valley School District/City Joint Steering Committee
- Metro Wastewater JPA/Commission
- MTS
- Mission Trails Regional Park Task Force
- SANDAG
<table>
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<tr>
<th>EVENT DATE</th>
<th>MEMBER NAME</th>
<th>DESCRIPTION (Explanation of the travel)</th>
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<tr>
<td>7/7/14</td>
<td>Madrid</td>
<td>League of CA Cities, Monterey, CA, July 16-18, Airfare &amp; Shuttle (League will reimburse)</td>
<td>Board of Directors Meeting</td>
<td>Southwest Airlines, Monterey Airbus</td>
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<td>7/10/14</td>
<td>Sterling</td>
<td>National League of Cities - Univ Leadership Summit, Santa Clara, CA- Aug 13-16, Registration, Airfare, Hotel &amp; Shuttle/Cabs</td>
<td>Explore the connection between leadership and innovation</td>
<td>National League of Cities, Southwest Airlines, Hilton Santa Clara</td>
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<td>8/6/14</td>
<td>Madrid</td>
<td>League of CA Cities, Monterey, CA, July 16-18 (Reimbursement includes $190 from FY13-14)</td>
<td>Board of Directors Meeting</td>
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<td>8/6/14</td>
<td>Madrid</td>
<td>League of CA Cities Annual Conf, Los Angeles, CA, Sept 3-5, Registration, Hotel, Parking &amp; Mileage</td>
<td>Board of Directors Meeting and Alternate Voting Delegate</td>
<td>League of CA Cities, Courtyard Los Angeles</td>
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<td>11/6/14</td>
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<td>League of CA Cities, Sacramento, CA, Nov 13-14 (League will reimburse)</td>
<td>Board of Directors Meeting</td>
<td>Southwest Airlines</td>
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<td>12/24/14</td>
<td>Madrid</td>
<td>League of CA Cities, Sacramento, CA, Nov 13-14 Reimbursement</td>
<td>Board of Directors Meeting</td>
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<td>1/16/15</td>
<td>Baber</td>
<td>League of CA Cities, Sacramento, CA, Jan 14-16, 2015, Reg, Airfare &amp; Hotel</td>
<td>New Mayors &amp; Councilmembers Academy</td>
<td>League of CA Cities, Southwest Airlines, Hyatt Regency</td>
<td>1358.70</td>
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<td>1/16/15</td>
<td>McWhirter</td>
<td>League of CA Cities, Sacramento, CA, Jan 14-16, 2015, Reg, Airfare &amp; Hotel</td>
<td>New Mayors &amp; Councilmembers Academy</td>
<td>League of CA Cities, Southwest Airlines, Hyatt Regency</td>
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<tr>
<th>BUDGETED AMOUNT</th>
<th>TOTAL EXPENSES</th>
<th>AVAILABLE BALANCE</th>
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<td>5,000.00</td>
<td>0.00 1,358.70 0.00 0.00 943.58 1,358.70 1,906.41 5,567.39</td>
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Minutes of a Special Meeting of the La Mesa City Council
Tuesday, February 17, 2015 at 6:30 p.m.
La Mesa Dale Elementary School Auditorium
4370 Parks Avenue, La Mesa, California

From 6:00 to 6:30 p.m., members of the public were encouraged to visit informational displays regarding Emergency Preparedness, Neighborhood Watch, La Mesa e-gov, various Community Services programs such as La Mesa Urban Trails and Safe Routes to School Intergenerational program, and volunteer opportunities on City boards and commissions.

Mayor Arapostathis called the meeting to order at 6:30 p.m.

ROLL CALL: CITY COUNCIL

PRESENT: Mayor Arapostathis; Vice Mayor Sterling; Councilmembers Alessio, Baber and McWhirter.

ABSENT: None.

STAFF: City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett; City Clerk Kennedy.

PLEDGE OF ALLEGIANCE

TOWN HALL MEETING

A MEETING WITH THE COUNCIL AND THE COMMUNITY TO DISCUSS LA MESA AND ITS FUTURE

The Mayor and Members of the Council welcomed everyone to the meeting and made opening comments.

City Manager Witt introduced the senior staff members in attendance.

PUBLIC COMMENTS

The following members of the audience asked questions, presented ideas and spoke on various issues of concern:

Ms. Polly Kanavel asked the Council to help return the Oktoberfest to the arts and crafts fair of the past with more local artists and fewer commercial vendors.

Mr. Dale Swanson complained about speeding traffic on the northbound side of Yale Avenue.

A female resident thanked the Police Department for their assistance with a problem rental house and complained about being put on hold for a long period of time when she recently called the Police Department's regular business phone number to report an incident in her neighborhood.
PUBLIC COMMENTS – Continued

A male resident asked when sidewalks would be installed on Alvarado Road from Guava Avenue to the 70th Street Trolley station.

Mr. Michael Riley complained about speeding traffic on Dale Avenue and said the speed bumps did not slow down the traffic. Mr. Riley asked for monitors to be installed to check traffic speeds.

Ms. Tiffany Shepherd said the fee to relinquish feral cats and stray dogs at the El Cajon animal shelter were too high. Ms. Shepherd suggested changing the current policy and to also consider having an agreement with the County animal control for the same service.

Ms. Kathy Meyers voiced her concerns regarding flood control and storm water runoff from the Lowell Place development onto her property. Ms. Meyers said the retention pond was not sufficient.

Ms. Susan Wayne asked what could be done about the homeless people who live under the bridges and panhandle on street corners.

Ms. Miriam Plotkin also spoke about homelessness and provided the names of several organizations that help the homeless. Ms. Plotkin said the high cost of food and housing made the homeless situation a challenge.

Mr. Scott Horvath asked about the City’s weed abatement program and what was being done this year.

Ms. Kristin Kjaero said a contractor on Garfield did not maintain the proper distance between sewer and water lines and asked what the City could do about it.

Ms. Dorothy Young said she appreciated all the traffic calming on Parks Avenue. Ms. Young also said better signage for the street sweeping was needed near the apartment complexes on Parks.

Ms. Linda Johnson complained about a vacant lot littered with trash and weeds on El Cajon Boulevard and Jesse Avenue and said it was an eyesore. Ms. Johnson asked whether there was a process to get the area cleaned up.

A male citizen asked about the status of the proposed Park Station project at El Cajon Boulevard and Baltimore Drive. He also asked about the number of parking spaces allowed at the new Palm Terrace apartment complex on Palm Avenue near Spring Street.

Ms. Suda House also asked about the proposed Park Station project and the approval process.

Mr. Justin Boyd complained the grass on the Little League field at Vista La Mesa Park was not mowed enough, the shade structure over the bleachers falls down and several walls of the snack bar have water damage and asked what needed to be done to get the problems fixed.

Dr. King asked about noise abatement and the allowed decibel levels for vehicles along La Mesa Boulevard, and also asked about the plans for the old police station site.
PUBLIC COMMENTS – Continued

Mr. Aaron Amerling suggested holding “local beat parties” as a way to promote businesses and asked what the City was doing to promote the local business community.

Mr. Mark Anderson asked about the status of the Downtown Streetscape project and also asked the City to keep the La Mesa Village Merchants Association in check with their various events as far as the street closures in the downtown area.

Mr. Chuck Muse asked the purpose of the three poles on the street corners in the Downtown Streetscape area.

Mr. Jim Newland spoke in support of the Collier Park Master Plan and said a community theater was needed.

Senior staff members responded to each question and concern from the speakers.

The Mayor and Members of the City Council made closing comments.

ADJOURNMENT

Mayor Arapostathis adjourned the meeting at 8:30 p.m.

Mary J. Kennedy, CMC
City Clerk
Minutes of a Special Meeting of the La Mesa City Council
Thursday, February 19, 2015 at 6:30 p.m.
Murray Manor Elementary School Auditorium
8305 El Paso Street, La Mesa, California

From 6:00 to 6:30 p.m., members of the public were encouraged to visit informational displays regarding Emergency Preparedness, Neighborhood Watch, La Mesa e-gov, various Community Services programs such as La Mesa Urban Trails and Safe Routes to School Intergenerational program, and volunteer opportunities on City boards and commissions.

Mayor Arapostathis called the meeting to order at 6:30 p.m.

ROLL CALL: CITY COUNCIL

PRESENT: Mayor Arapostathis; Vice Mayor Sterling; Councilmembers Alessio, Baber and McWhirter.

ABSENT: None.

STAFF: City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett; City Clerk Kennedy.

PLEDGE OF ALLEGIANCE

TOWN HALL MEETING

A MEETING WITH THE COUNCIL AND THE COMMUNITY TO DISCUSS LA MESA AND ITS FUTURE

The Mayor and Members of the Council welcomed everyone to the meeting and made opening comments.

City Manager Witt introduced the senior staff members in attendance.

PUBLIC COMMENTS

A female resident asked what could be done to clean up a vacant house in her neighborhood that had become an eyesore and may have rats.

A female resident asked what was being planned for the future of La Mesa; how Proposition 13 would affect homeowners; and what programs were planned for young families.

A male resident asked what could be done about the problem of panhandlers.

Mr. John Schmitz asked for code enforcement to be “beefed up” for residential and commercial properties, and suggested Marengo Avenue be opened to allow left turns from Lake Murray Boulevard. Mr. Schmitz also complained about the trolley guards being in the down position when the trolley was stopped at the station resulting in traffic backups and needless delays.
Mr. Ron Ashman suggested holding town hall meetings with the Grossmont Center property owners regarding the future plans for the shopping center. Mr. Ashman also spoke about the issuance of bonds and funds for the Flag Day Parade.

Ms. Melissa Eisenhamer complained of speeding traffic on Dugan Avenue and suggested installing an all-way stop at Stadler as a way to slow down the traffic. She also complained about the homeless sleeping at Jackson Park in back of Murray Manor Elementary School and about a local business area that lets the homeless sleep and hangout there.

A female resident also complained about the homeless problem and about speeding in her neighborhood.

Ms. Miller, Principal, Murray Manor Elementary School, thanked the Police Department for all their support and assistance at the school.

Mr. Tom Brady asked how he could rebuild his house without increasing the property taxes and complained about the sewer rates. Mr. Brady also complained about the sound system at Murray Manor Elementary School and asked whether something could be negotiated with the school district. In addition, he complained about the timing of the signals and traffic flow at the intersections of Aztec Drive and Lake Murray Boulevard and Fletcher Parkway and Jackson Drive.

A female resident asked about code enforcement in relation to trash cans that have been left out, sewer maintenance to the main line, panhandlers, and expressed her concern about the activity, arguments, knives and noise at the Grossmont Trolley station after dark. She also hoped the owners of Grossmont Center would have activities for young people other than the movies, asked about the maintenance of the downtown village, and about the status of the Park Station project.

A female resident expressed her appreciation for the police presence at the school, but complained there was only one school resource officer at the school. She also expressed her concerns for the safety of the people who walk to the school and use the school crossing on El Paso Street.

Ms. Carol Temes said La Mesa was a very walkable city and spoke about a Metropolitan Transit System (MTS) program to help people learn how to use public transportation such, as the trolley and the busses. Ms. Temes also spoke about her safety concerns at the trolley stops for the people who have to walk across the tracks to get on the trolley.

Mr. Bob Duggan said there was a need for a dedicated right turn lane at the Spring Street and state route 94 on ramp. Mr. Duggan also complained about the directional arrows on University Avenue by the American Legion.

Ms. Anna Noah commended the Police Department for their help over the years, asked about using reclaimed water to irrigate the medians and the parks, and asked about the condition of the underground gas lines along Jackson Drive.
PUBLI C COMMENTS – Continued

Mr. Jeremy Hughes spoke about the narrowing of Jackson Drive to one lane before Jackson Park to help slow down traffic. Mr. Hughes said a large metal gazebo at Jackson Park would be nice. He also asked what the citizens could do to help get rid of the panhandlers and suggested forming a citizen task force to address the problem.

Senior staff members responded to each question and concern from the speakers.

The Mayor and Members of the City Council made closing comments.

ADJOURNMENT

Mayor Arapostathis adjourned the meeting at 8:37 p.m.

Mary J. Kennedy, CMC
City Clerk
Minutes of a Regular Meeting of the La Mesa City Council
Tuesday, February 24, 2015 at 6:00 p.m.
City Council Chambers, 8130 Allison Avenue, La Mesa, California

Mayor Arapostathis called the meeting to order at 6:00 p.m.

ROLL CALL: CITY COUNCIL

PRESENT: Mayor Arapostathis; Vice Mayor Sterling; Councilmembers Alessio, Baber and McWhirter.

ABSENT: None.

STAFF: City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett; City Clerk Kennedy.

INVOCATION – COUNCILMEMBER ALESSIO

PLEDGE OF ALLEGIANCE

CITY MANAGER COMMENTS

There were no comments.

COMMUNITY BULLETIN REPORTS

The Mayor and Council made announcements and reported on various events taking place in the City. No action was taken.

PRESENTATION

PROCLAIMING MARCH 7 – 14, 2015 AS ARBOR WEEK

Mayor Arapostathis presented the proclamation to Public Works Director Humora.

ADDITIONS AND/OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

PUBLIC COMMENTS

Mr. Peter Carzis spoke in opposition to the temporary free parking in the downtown area during construction and asked the Council to reinstate paid parking. Mr. Carzis said the free parking spaces were being used by other merchants and employees who were taking advantage of the situation.

Ms. Brenda Hammond said that even though she does not live in La Mesa she cares about the community. Ms. Hammond asked elected officials to represent their communities in a more professional manner.
PUBLIC COMMENTS – Continued

Mr. Jay Steiger, La Mesa National Little League, spoke about the cancellation of the opening day ceremonies and announced the event had been rescheduled to Saturday, February 28th.

CONSENT CALENDAR
(Items 1 through 6)

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

Approved.

2. APPROVAL OF MINUTES OF A REGULAR MEETING HELD JANUARY 27, 2015; AND A REGULAR MEETING HELD FEBRUARY 10, 2015

Approved.

3. RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM GRANT FUNDS

Resolution No. 2015-008 was adopted.

4. RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT FOR THE CITY EXTENDING THE CAL-ID/RAN SYSTEM PARTICIPATING AGENCY AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF LA MESA UNTIL JUNE 30, 2019

Resolution No. 2015-009 was adopted.

5. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF LA MESA AND KTU+A FOR PROFESSIONAL SERVICES TO DEVELOP AN URBAN TRAILS MOBILITY ACTION PLAN

Resolution No. 2015-010 was adopted.

6. RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT FOR THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) ICOMMUTE BIKE MONTH MINI GRANT PROGRAM AND AUTHORIZING THE ASSISTANT CITY MANAGER / DIRECTOR OF COMMUNITY SERVICES, OR DESIGNEE, TO EXECUTE ALL AGREEMENTS AND ANY AMENDMENTS THERETO WITH SANDAG ICOMMUTE BIKE MONTH MINI GRANT PROGRAM

Resolution No. 2015-011 was adopted.

ACTION: Motioned by Councilmember Alessio and seconded by Vice Mayor Sterling to approve Consent Calendar Items 1 through 6.
CONSENT CALENDAR – Continued

Vote: 5-0
Yes: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio, Councilmember Baber, Councilmember McWhirter.
No: None
Abstained: None
Absent: None

Motion passed.

BOARD AND COMMISSION INTERVIEW AND APPOINTMENT

7. CONSIDERATION OF APPOINTING AN APPLICANT TO FILL A VACANCY ON THE PERSONNEL APPEALS BOARD

Mayor Arapostathis nominated Mr. Peter Gregorovic for appointment to the Personnel Appeals Board.

ACTION: Motioned by Vice Mayor Sterling and seconded by Councilmember Alessio to approve the appointment.

Vote: 5-0
Yes: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio, Councilmember Baber, Councilmember McWhirter.
No: None
Abstained: None
Absent: None

Motion passed. Resolution No. 2015-012 was adopted.

COUNCIL COMMITTEE REPORTS

The Mayor and Council reported on various outside board, commission and committee meetings they attended. No action was taken.

AB 1234 REPORTS (GC 53232.3(d))

There were no reports.

Councilmember Baber announced he had a conflict of interest due to the proximity of his home to Collier Park and said he would not be participating in the discussion of item 8. Councilmember Baber left the meeting at 6:24 p.m.

Mayor Arapostathis recessed the meeting at 6:24 p.m.

The meeting reconvened at 7:00 p.m. with Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio and Councilmember McWhirter present. Councilmember Baber was absent.
7:00 P.M.

HEARING

8. CONSIDERATION OF RESOLUTIONS CERTIFYING THE ENVIRONMENTAL IMPACT REPORT, FINDINGS OF FACT, MITIGATION MONITORING AND REPORTING PROGRAM, AND MASTER PLAN CONCERNING THE COLLIER PARK RENOVATIONS PROJECT

Notice of the hearing was given in accordance with legal requirements, and the hearing was held on the date and at the time specified in the notice.

Community Development Director Chopyk provided historical background about the park and discussed the public workshops that had been held and explained the various aspects of Phase I and Phase II of the Master Plan. Mr. Chopyk also discussed the different studies that were done in the development of the Master Plan. Community Development Director Chopyk said staff recommended the Council adopt the resolutions that: 1) certifies the Final EIR; 2) adopts Findings of Fact; 3) adopts the Mitigation Monitoring and Reporting Program; and 4) adopts the Collier Park Renovations Project Master Plan.

Following Council questions, Mayor Arapostathis opened the hearing and asked if anyone from the audience wished to speak.

The following members of the audience spoke in support of the Master Plan for the park:

Dr. Kurt Stromberg
Mr. Christopher D’Avignon

Council questions and comments continued.

ACTION: Motioned by Councilmember Alessio and seconded by Councilmember McWhirter to close the hearing since there was no one else in the audience who wished to speak.

ACTION: Motioned by Councilmember Alessio and seconded by Vice Mayor Sterling to adopt the Resolution certifying the final Environmental Impact Report (EIR).

Vote: 4-0
Yes: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio, Councilmember McWhirter.
No: None
Abstained: None
Absent: Councilmember Baber

Motion passed. Resolution No. 2015-013 was adopted.

ACTION: Motioned by Vice Mayor Sterling and seconded by Mayor Arapostathis to adopt the Resolution adopting the Findings of Fact.
HEARING – Continued

Vote: 4-0
Yes: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio, Councilmember McWhirter.
No: None
Abstained: None
Absent: Councilmember Baber

Motion passed. Resolution No. 2015-014 was adopted.

ACTION: Motioned by Mayor Arapostathis and seconded by Councilmember McWhirter to adopt the Resolution adopting the Mitigation Monitoring and Report Program.

Vote: 4-0
Yes: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio, Councilmember McWhirter.
No: None
Abstained: None
Absent: Councilmember Baber

Motion passed. Resolution No. 2015-015 was adopted.

ACTION: Motioned by Vice Mayor Sterling and seconded by Mayor Arapostathis to adopt the Resolution approving the Collier Park Renovations Project Master Plan.

Vote: 4-0
Yes: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio, Councilmember McWhirter.
No: None
Abstained: None
Absent: Councilmember Baber

Motion passed. Resolution No. 2015-016 was adopted.

CITY ATTORNEY REMARKS

There were no remarks.

ADJOURNMENT

Mayor Arapostathis adjourned the meeting at 7:26 p.m.

Mary J. Kennedy, CMC
City Clerk
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: March 10, 2015

SUBJECT: Ratification of the Design Review Board’s approval of DRB-14-17 (RABA/Victoria Land Partners) – A proposal to demolish existing commercial buildings and construct a restaurant with drive-thru and a retail pad building at 8200 Parkway Drive in the C-D (General Commercial/Urban Design Overlay) zone.

ISSUING DEPARTMENT: Community Development

SUMMARY:

Issues:

1. Does the proposal meet the intent of the Urban Design Program policies?
2. Is the project consistent with the policies and objectives of the General Plan?

Recommendation:

Staff recommends that the City Council ratify the Design Review Board’s approval of DRB 14-17 as set forth in the Certification of Action (Attachment C).

Fiscal Impact:

There would be no impact to the General Fund related to this project. City of La Mesa policy is to recover 100% of the cost of staff time through discretionary application and building permit fees. The City would collect increased property tax revenue from the project upon completion.

Environmental Review:

This project is Categorically Exempt from review under the California Environmental Quality Act Section 15302, Class 2. Class 2 exemptions apply to replacement or reconstruction of existing facilities on the same site with substantially the same use and capacity.

BACKGROUND:

The subject property is located on the north side of Parkway Drive, between Baltimore Drive and Marengo Avenue (Attachment A). It is developed with one- and two-story office and retail buildings totaling approximately 19,000 square feet (Attachment B).
Most of the site is fairly level and paved with surface parking. An approximately 10-foot high retaining wall extends along the base of a steep 50-foot high embankment at the rear of the property. Currently there are three driveway curb openings on the site. The front property line sits between 30 and 35 five feet distant from the curb.

Prior to the 1970s, this site and neighboring lots were zoned for limited manufacturing use. The block continues to be in transition to commercial retail. Adjacent development consists of commercial buildings to the east and west, apartments to the rear at the top of the embankment, and a regional retail center across Fletcher Parkway to the south.

The applicant proposes to demolish existing improvements, re-grade the pad, and build a 4,526 square foot drive thru-restaurant and a one-story, 5,825 square foot retail building with a surface parking lot (Attachment D). The retail building could accommodate up to four tenants, one of which is expected to be a restaurant. The rear slope and existing retaining wall would not be altered.

The Development Advisory Board and the Design Review Board considered reviewed and approved the project on February 23, 2015 with conditions.

DISCUSSION:

COMMUNITY IMAGE:

The purpose of design review is to ensure that development is based upon proven urban design principles and contributes to La Mesa's unique identity. The Urban Design Program maintains that good design considers both site and architectural design and places an emphasis on neighborhood compatibility.

The Fletcher Parkway corridor is identified in the Urban Design Program as a "Major Circulation Corridor," a highly visible area that contributes greatly to the City's character. New development should serve to strengthen the image of the corridor and streetscape through street trees, landscaped areas, appropriate site design and architecture, and removal of visually disruptive elements. Building setbacks must relate to the character of the streetscape. Existing mature street trees should be preserved.

Guidelines pertaining to site design, including building orientation, parking lot layout, and landscaping are found on pages 31-45 of the Urban Design Program. Buildings should be situated near the street. Off-street parking areas should be designed and landscaped to minimize the visual impact of large paved areas. From street to project there should be a pleasing transition that provides for safe and attractive walkways, parking, and planting. Impacts to adjacent residential areas, including noise, light, and visual intrusion should be minimized.

Architectural guidelines are provided on pages 51-60. Architectural form should incorporate variety in surface planes, forms, and textures. Architectural details should be restrained, with a prevalent use of natural materials and a color palette that is compatible with the surrounding neighborhood. Colors, materials, and detailing should be applied consistently to all building elevations. Exposed rooftops should be treated as
building elevations and should be free of mechanical equipment clutter. Rooftop mechanical screening should incorporate the building's materials and design.

DESIGN ANALYSIS:

Site Design:

The drive-thru restaurant would be situated toward the west side of the site and the pad building would be located toward the east. A central parking lot allows the buildings to be placed near the street, with storefront entrances oriented at right angles to the street. The restaurant's drive-thru aisle would encircle the building, with a double-loaded entrance at the rear and single-loaded exit at the front. The easternmost of the three existing curb openings would be closed and the westernmost curb opening would be relocated slightly to the east.

The existing pad, which slopes uphill by approximately five feet from front to rear, would be leveled by adding a small (two- to three-foot high) slope in the right-of-way parkway strip. Along the east property line, an existing grade break would be replaced with a new retaining wall ranging in height from one foot at the front property line to 15 feet at the rear between existing buildings. Along the west property line, a new retaining wall would replace the existing wall of the two-story office building on the site. The rear retaining wall would remain in place and no alterations are proposed to the uphill slope.

The proposed parking area has 85 stalls, interior landscaping, and walkways. The DRB evaluated the visual impact of the parking lot and drive-thru and concluded that additional landscaping and screening would be appropriate at the drive-thru, which faces the street. The Certificate of Action includes a condition to enhance the appearance of the drive-thru and to provide pedestrian paths from the sidewalk to both buildings.

In addition to parking lot landscaping, the conceptual landscape plan provides for re-vegetation of the rear embankment with Afghan pine trees, shrubs, and myoporum ground cover. Landscaping is also proposed around the drive-thru. To soften the existing retaining wall and the rear wall of the pad building, a series of steel lattices for vines are shown on the architectural plans. The applicant had proposed using decomposed granite in the landscape areas. The DRB has imposed a condition that mulch be used instead, which is consistent with the City's Landscape Standards.

The parkway strip currently has sidewalk contiguous to the curb that is proposed to remain, a pittosporum tree, India Hawthorne shrubs, and a row of parking stalls serving the existing development. Replacement plantings for the parkway include five 15-gallon Chinese pistache trees, variegated century plant, and various shrubs. Removal of the existing tree in the right-of-way requires approval from the Public Works Department.

A 20-foot high pylon sign, with signage for up to four tenants, is proposed near the westerly driveway to replace an existing pole sign. The pylon has been designed to incorporate the colors, materials, and forms of the buildings. A comprehensive sign program will be required if the site is occupied by four or more tenants. Comprehensive
sign programs can include deviations from the citywide sign regulations as allowed by the Planning Commission.

Lighting fixtures will be of a consistent design throughout the site. Mechanical equipment will be located on the roof and screened. Two trash enclosures, with trellis covers, are planned adjacent to the rear retaining wall.

Architectural Design:

The buildings have been designed to incorporate similar forms and materials with compatible but varying color palettes. Both buildings are characterized by square elements, offset walls, flat parapets, and projecting, stone-clad towers at entrances and focal points. Shared details include metal canopies and roof cornices. The restaurant building utilizes reveal joints across a grid pattern; the pad building uses a combination of reveals and trim oriented horizontally.

For the pad building, the color palette is bold, with brown, orange, yellow, and taupe tones on the walls and dark gray trim accents. The restaurant building has a lighter and more conservative color scheme with an oyster primary tone and taupe accent walls using the same taupe tone as on the pad building. Matching stone veneer is proposed on both buildings. The DRB proposes a condition that the level of stone veneer shown on the building elevations be raised slightly to improve proportionality.

CONCLUSION:

Staff recommends that the City Council ratify the Design Review Board's approval of DRB 14-17, as shown on the attached Certification of Action (Attachment C).

Reviewed by:  

[Signature]
David E. Witt  
City Manager

Respectfully submitted by:

[Signature]
William B. Chopyk  
Director of Community Development

Attachments:  
A – Location map/aerial photograph  
B – Site Photographs  
C – Design Review Board Certification of Action  
D – Proposed development plans
CERTIFICATION OF
DESIGN REVIEW BOARD ACTION

FILE: DRB 14-17 (RABA/Victoria Land Partners)
MEETING DATE: February 23, 2015

SUBJECT: Review and recommendation to the City Council of a proposed 4,526 square foot restaurant with drive-thru and a 5,825 square foot retail pad building at 8200 Parkway Drive in the C-D (General Commercial/Urban Design Overlay) zone.

DETERMINATION: After reviewing the proposal, the Board made a motion to recommend approval of DRB 14-17 based on plans dated December 23, 2014 and a finding that the project is consistent with the City's Urban Design Program, subject to the following conditions:

1) The applicant shall provide mulch in the landscape areas.
2) The applicant shall provide additional enhancements, including landscaping, to soften and screen the drive-thru at the front of the restaurant building.
3) The applicant shall provide pedestrian paths from the sidewalk to both buildings.
4) The applicant shall raise the level of stone veneer slightly higher to make the building elevations appear more proportional.

The vote on the motion was as follows:

AYES: Chopyk, Hulitt, Jacobs, and Podeswik.
NOES: None.
ABSENT: McCullough.
ABSTAIN: None.

ATTEST:

Allyson Kinnard
Associate Planner
TOTAL FRONTAGE OF BOTH BUILDINGS
DRIVE THRU  55'-0"
PAD  52'-0"
(1:1) SF ALLOWED  107 SF

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8200 PARKWAY DRIVE, LA MESA, CA - SIGN CRITERIA
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: March 10, 2015

SUBJECT: Resolution Accepting and Awarding Bid 15-02 for the Concrete Street Panel Replacement Project to PAL General Engineering, Inc.

ISSUING DEPT.: Public Works

SUMMARY:

Issues:
Should the City of La Mesa adopt a resolution accepting and awarding Bid 15-02 for the Concrete Street Panel Replacement Project to PAL General Engineering Inc. for $607,642.25?

Recommendation:
Adopt the attached resolution accepting and awarding Bid 15-02 for the Concrete Street Panel Replacement Project to PAL General Engineering Inc. for $607,642.

Fiscal Impact:
Funds for the project are available in project accounts 3102-6430, 302141TR and 302152FT.

Environmental Review:
This project is statutorily exempt from the environmental review process under Section 15284 of California Environmental Quality Act.

City’s Strategic Goals:
Continue to improve high quality municipal services

BACKGROUND:

The City is divided into seven zones for infrastructure maintenance purposes. Annually, the City focuses on one maintenance zone and repairs streets within the zone. This project continues work in maintenance zone 5, where many of the asphalt streets have recently been slurry sealed. Within zone 5, there are also concrete streets that have been in place for over 50 years and have had little maintenance performed on them and are in need of replacement.

The Concrete Street Panel Replacement project will remove and replace the existing concrete street panels. Work on each street will be performed in two phases, replacing half the street at
a time. It is expected to take approximately 6 to 7 weeks to replace an entire street, with an expected completion time of four to five months for the project. Street parking and driveway access will be impacted intermittently during construction. Residents will be notified individually and coordinated with in an attempt to minimize impacts. Street closures may be necessary during the construction period, but will be minimized to the extent possible.

Construction is expected to begin in May 2015, with completion in August 2015.

DISCUSSION:

A notice inviting bids was advertised on February 2, 2015 and the bid documents were distributed to thirty-four plan holders. Ten bids were received on the bid opening date of February 25, 2015. The low bidder was PAL General Engineering, Inc. The selection was based on the lowest responsible, responsive bidder. A base bid was prepared to replace the worst concrete streets in zone 5. The project includes concrete street panel replacement for the following streets: Cinthia Street, Corolyn Drive, and Rosarita Drive. Additive alternates were included to the base bid to allow some flexibility to add additional streets depending on bid prices received and funding availability. Because of favorable bid pricing Wetherly Street may now be added to the project. A summary of bid results is in Attachment B. The engineering estimate for the base bid was $450,000.00. The total cost to replace the streets is estimated to be $607,642.25.

CONCLUSION:

Staff recommends that the City Council adopt the attached resolution accepting and awarding Bid 15-02, Concrete Street Panel Replacement Project, to PAL General Engineering Inc. for $607,642.25, which includes the base bid and Wetherly Street additive alternate.

Reviewed by:  

Respectfully Submitted:

David E/Witt  
City Manager

Gregory P. Humora  
Director of Public Works/City Engineer

Michael Kinnard  
Associate Engineer

Attachments:  

A. Resolution  
B. Bid Tabulation  
C. Bid Additive Breakdown
RESOLUTION NO. 2015-

RESOLUTION ACCEPTING AND AWARDING BID 15-02 FOR THE
CONCRETE STREET PANEL REPLACEMENT PROJECT TO PAL
GENERAL ENGINEERING, INC.

WHEREAS, one of the City's strategic goals is to continue to improve high quality
municipal services;

WHEREAS, there is a need to repair and replace concrete street panels; and

WHEREAS, the City received ten bids on the bid opening date of February 25, 2015 and
PAL General Engineering, Inc. was the lowest responsive responsible bidder.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the
City of La Mesa, California, that:

The project total is $607,642.25, which includes the base bid of $446,652.25 and
an additive of $160,990.00. Said bid is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized
to accept and execute a contract with PAL General Engineering, Inc. to perform the work at the
prices set forth in said bid.

BE IT FURTHER RESOLVED that the Director of Public Works is authorized to approve
the substitution of subcontractors.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of
La Mesa, California, held the 10th day of March, 2015, by the following vote, to wit:

AYES:
NOES:
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the
foregoing to be a true and exact copy of Resolution No. 2015-____, duly passed and adopted by
the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)
## Attachment B

### Bid Tabulation 15-02

**Concrete Street Panel Replacement Project**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Company Name</th>
<th>Base Bid Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PAL General Engineering Inc</td>
<td>$446,652.25</td>
</tr>
<tr>
<td>2</td>
<td>Portillo Concrete Inc</td>
<td>$464,847.00</td>
</tr>
<tr>
<td>3</td>
<td>South Coast Concrete, Inc.</td>
<td>$481,167.50</td>
</tr>
<tr>
<td>4</td>
<td>Crest Equipment Inc.</td>
<td>$493,718.50</td>
</tr>
<tr>
<td>5</td>
<td>A. B. Hashmi, Inc.</td>
<td>$499,222.00</td>
</tr>
<tr>
<td>6</td>
<td>M.A. Stevens Construction, Inc.</td>
<td>$614,679.80</td>
</tr>
<tr>
<td>7</td>
<td>Blue Pacific Engineering &amp; Construction</td>
<td>$715,895.00</td>
</tr>
<tr>
<td>8</td>
<td>Just Construction, Inc.</td>
<td>$728,243.90</td>
</tr>
<tr>
<td>9</td>
<td>CLS Constructors, Inc.</td>
<td>$774,555.65</td>
</tr>
<tr>
<td>10</td>
<td>Wier Construction</td>
<td>$777,520.00</td>
</tr>
</tbody>
</table>
# BID ADDITIVE BREAKDOWN
## BID 15-02

### BASE TOTAL (1-7)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Mobilization</td>
<td></td>
<td>1</td>
<td>LS</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
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<tr>
<td>2 PCC Street Panel</td>
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<td>87,485</td>
<td>SF</td>
<td>$4.85</td>
<td>$424,302.25</td>
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<tr>
<td>3 *Unclassified Excavation</td>
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<td>100</td>
<td>CY</td>
<td>$38.00</td>
<td>$3,800.00</td>
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<tr>
<td>4 *Class II Base</td>
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<td>100</td>
<td>CY</td>
<td>$40.00</td>
<td>$4,000.00</td>
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<tr>
<td>5 Adjust Manhole Frame and Cover to Grade</td>
<td></td>
<td>11</td>
<td>EA</td>
<td>$550.00</td>
<td>$6,050.00</td>
</tr>
<tr>
<td>6 Water Pollution Control Program</td>
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<td>1</td>
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<td>$1,500.00</td>
<td>$1,500.00</td>
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<td>LS</td>
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<td>$3,500.00</td>
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<tr>
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<td>BASE TOTAL (1-7)</td>
<td></td>
<td></td>
<td></td>
<td>$446,652.25</td>
</tr>
</tbody>
</table>

### ADDITIVE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Mobilization</td>
<td></td>
<td>1</td>
<td>LS</td>
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<td>$0.00</td>
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<tr>
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<td>32,400</td>
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<td>CY</td>
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<td>$0.00</td>
</tr>
<tr>
<td>4 *Class II Base</td>
<td></td>
<td>0</td>
<td>CY</td>
<td>$40.00</td>
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<td>EA</td>
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<td>$3,850.00</td>
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<tr>
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<td></td>
<td>1</td>
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<tr>
<td>7 Traffic Control</td>
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<td></td>
<td>ADDITIVE TOTAL (1-7)</td>
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<td></td>
<td></td>
<td>$160,990.00</td>
</tr>
</tbody>
</table>

$607,642.25
CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount $ ___________________ Fund ________________________________

Purpose _______________________________________________________________________________________________________

________________________________________
Director of Finance
City of La Mesa

Date _________________ By _______________________________________________________________________________________

Unappropriated Reserves Available Balance $ ______________________________________________________________________

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed $607,642.25

[Signature]
Director of Finance
City of La Mesa

Date: 03/04/15 By: Greg Humora

Fund: 302/3102 Dept./Activity: 3102-6430, 302141TR-6830 & 302152FT-6830 $300,000.00 from account 3102-6430 (amount available $417,478.61), $112,791.10 from account 302141TR-6830 (amount available $112,791.10) and $194,851.15 from account 302152FT-6830 (amount available $627,100.00).

Purpose: Resolution Accepting and Awarding Bid No. 15-02 for the Concrete Street Panel Replacement Project to PAL General Engineering, Inc.

CERTIFICATE NO. 1438
DATE: March 10, 2015

SUBJECT: Resolution Authorizing the Filing of an Application for Smart Growth Incentive Grant Program Funds through the San Diego Association of Governments for the Final Design and Construction of a Pedestrian Crossing at Spring Street and the I-8 Off-ramp Trolley Tracks and a Sidewalk with Connectivity to University Avenue, Accepting the Terms of the Grant Agreement, Accepting said Grant if Awarded, and Appropriating Funds for the Project

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City Council adopt a resolution authorizing the filing of an application for Smart Growth Incentive Grant Program Funds through the SANDAG for the final design and construction of a pedestrian crossing at Spring Street and the I-8 off-ramp trolley tracks and a sidewalk with connectivity to University Avenue, accepting the terms of the grant agreement, accepting said grant if awarded, and appropriating funds for the project?

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the filing of an application for Smart Growth Incentive Grant Program Funds through the SANDAG for the final design and construction of a pedestrian crossing at Spring Street and the I-8 off-ramp trolley tracks and a sidewalk with connectivity to University Avenue, accepting the terms of the grant agreement, accepting said grant if awarded, and appropriating funds for the project.

Fiscal Impact:

The cost estimate for this project is $1,300,000. The grant requires a 10% match by the City, which is $130,000. If the grant is awarded, funds are available in Capital Improvement Project Account No. 302152FT (HUTA Street Imp 15).
City's Strategic Goals:

- Effective and efficient traffic circulation and transportation.

DISCUSSION:

The City of La Mesa was awarded a Highway Safety Improvement Program (HSIP) grant in 2013 to design and construct a sidewalk on Spring Street across the Interstate 8 freeway. This sidewalk will provide pedestrian connectivity from the downtown area to the commercial/industrial center. The 2013 HSIP grant will get pedestrians to the west side of Spring Street at the intersection of the I-8 off-ramp but not across the trolley tracks. With the potential for development along Baltimore Drive and University Avenue, it will also be important to have pedestrian access to Spring Street. As part of the 2013 HSIP project, the design consultant is providing a conceptual plan for a pedestrian crossing at the trolley tracks at the intersection of Spring Street and the I-8 off-ramp. This proposed grant will get pedestrians across the trolley tracks and down Nebo Drive to University Avenue.

If the City of La Mesa is awarded this new SANDAG Smart Growth Incentive grant, it will provide funding for the final design and construction of the pedestrian crossing at the trolley tracks at the intersection of Spring Street and the I-8 off-ramp which will provide pedestrian connectivity to Nebo Drive from Spring Street. In addition, a new sidewalk will be constructed from the intersection of Spring Street and the I-8 off-ramp southerly along the east side of Nebo Drive to University Avenue. The design review and requirements of getting pedestrians across the trolley tracks will include extensive coordination with the Public Utilities Commission.

CONCLUSION:

Staff recommends that the City Council adopt a resolution authorizing the filing of an application for Smart Growth Incentive Grant Program Funds through the SANDAG for the final design and construction of a pedestrian crossing at Spring Street and the I-8 off-ramp trolley tracks and a sidewalk with connectivity to University Avenue, accepting the terms of the grant agreement, accepting said grant if awarded, and appropriating funds for the project.

Reviewed by:  

[Signature]
David E. Witt
City Manager

Respectfully submitted by:  

[Signature]
Gregory P. Humora
Director of Public Works/City Engineer

[Signature]
Kathy Feilen
Engineering Project Manager

Attachment:  
A. Resolution
B. Smart Growth Incentive Program Grant Agreement with SANDAG (Draft)
RESOLUTION NO. 2015-

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR SMART GROWTH INCENTIVE GRANT PROGRAM FUNDS THROUGH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR THE FINAL DESIGN AND CONSTRUCTION OF A PEDESTRIAN CROSSING AT SPRING STREET AND THE I-8 OFF-RAMP TROLLEY TRACKS AND A SIDEWALK WITH CONNECTIVITY TO UNIVERSITY AVENUE, ACCEPTING THE TERMS OF THE GRANT AGREEMENT, ACCEPTING SAID GRANT IF AWARDED, AND APPROPRIATING FUNDS FOR THE PROJECT.

WHEREAS, $12 million of TransNet funding for capital and planning Smart Growth Incentive Program projects is available to local jurisdictions and the County of San Diego from Fiscal Years 2014-2016;

WHEREAS, the City of La Mesa wishes to receive $1,300,000 in Smart Growth Incentive Program funds for the Pedestrian Crossing at Spring Street and the I-8 Off-ramp Trolley Tracks and Sidewalk Project;

WHEREAS, the City of La Mesa understands that the Smart Growth Incentive Program funding is fixed at the programmed amount, and therefore Project cost increases that exceed the grant awarded will be the sole responsibility of the grantee; and

WHEREAS, the City of La Mesa agrees to complete the proposed Project within a timely manner and in compliance with SANDAG Board Policy No. 035.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Mesa, California, that the City is authorized to submit an application to SANDAG for the TransNet Smart Growth Incentive Program funding in the amount of $1,300,000 for the Pedestrian Crossing at Spring Street and the I-8 Off-ramp Trolley Tracks and Sidewalk Project; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund the Pedestrian Crossing at Spring Street and the I-8 Off-ramp Trolley Tracks and Sidewalk Project, the City of La Mesa commits to providing $130,000 and authorizes City of La Mesa staff to accept the grant funds, execute the grant agreement with no exceptions in substantially the same form as attached, and complete the Project.

BE IT FURTHER RESOLVED that the City of La Mesa agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to the City of La Mesa’s TransNet funded projects.

BE IT FURTHER RESOLVED by the City Council of the City of La Mesa, California, that the City, if awarded the grant, appropriates the funds in the amount of $1,300,000 for the Pedestrian Crossing at Spring Street and the I-8 Off-ramp Trolley Tracks and Sidewalk Project, provided however, that if the actual revenue received from the source specified should be more or less than the amount set forth herein, that the appropriations shall be adjusted to equal the amount actually received.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the grant agreement.
PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 10th day of March 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Signature of Mayor

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2015-____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)
GRANT AGREEMENT TEMPLATE – FOR INFORMATION ONLY

[SELECT APPLICABLE PROGRAM: TransNet SMART GROWTH INCENTIVE GRANT PROGRAM OR TransNet ACTIVE TRANSPORTATION GRANT PROGRAM]

THIRD FUNDING CYCLE

GRANT AGREEMENT [AGREEMENT NUMBER] BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
[INSERT AGENCY/JURISDICTION NAME]
REGARDING [INSERT FULL PROJECT TITLE]

THIS GRANT AGREEMENT [AGREEMENT NUMBER] (Agreement) is made this [Day] day of [Month], 2015, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California, hereinafter referred to as SANDAG, and the [Grant Recipient and Address], hereinafter referred to as Grantee. This agreement expires on [Month] [Day], [Year].

Note to Grant Recipient: This Agreement Template covers provisions for both the SGIP and ATGP. Prior to contract execution, the Grant Agreement will be tailored to reflect the applicable grant program.

Note to SANDAG Contracts Staff: Prior to internal routing, references to SGIP and ATGP should be updated as applicable.

The following recitals are a substantive part of this Agreement:

Note to SANDAG Contracts Staff: Select either SGIP Recitals or ATGP Recitals.

Smart Growth Incentive Program (SGIP) Recitals (A – J):

A. The SANDAG Board of Directors allocates funds under the TransNet local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.

B. The TransNet Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP), which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.

C. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee’s performance thereunder are subject to Board Policy No. 35, which includes multiple “use it or lose it” provisions.

D. The SANDAG Board of Directors approved programming of approximately $12 million in TransNet funds on December 19, 2014, by Resolution Number [Insert Resolution Number].

E. On December 19, 2014, SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for a portion of the TransNet SGIP funds for use on capital improvement and planning projects meeting certain criteria.
F. Grantee successfully applied for TransNet SGIP funding for the [Insert Project Name], as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

*Note to SANDAG Contracts Staff: Before finalizing this agreement for internal SharePoint routing, obtain from SANDAG Finance and Planning staff the TransNet MPO ID required to complete Recital G, below.*

G. Grantee’s Project is funded with [insert dollar amount] in TransNet SGIP funds and the TransNet MPO ID for the Project is [insert ID number].

H. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.

I. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

J. Grantee understands that TransNet funds derive from retail transactions and use tax revenues which fluctuate. SANDAG’s funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

**Active Transportation Grant Program (ATGP) Recitals (A – L):**

A. The SANDAG Board of Directors allocates funds under the TransNet local sales tax program and the Transportation Development Act (TDA) to support local bicycle and pedestrian transportation projects in the San Diego region through a competitive process.

B. The TransNet Extension Ordinance contains provisions to fund the Bicycle, Pedestrian, and Neighborhood Safety Program (BPNSP), which funding began on July 1, 2008. The BPNSP encompasses bicycle and pedestrian travel projects and recognizes the comprehensive effort to integrate smart growth place making, access to transit and environmental justice.

C. Article 3 of the TDA provides funding for Bicycle and Pedestrian Facilities and Programs.

D. Together the TransNet BPNSP and TDA Article 3 funding are commonly referred to as the SANDAG Active Transportation Grant Program (ATGP).

E. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee’s performance thereunder are subject to Board Policy No. 035, which includes multiple “use it or lose it” provisions.

F. The SANDAG Board of Directors approved programming of approximately $3 million in both TransNet and TDA funds on December 19, 2014, by Resolution Number [insert Resolution Number].

G. On [December 19, 2014], SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for SANDAG ATGP funds for use on capital improvement and planning projects meeting certain criteria.
H. Grantee successfully applied for ATGP Funding for the [Insert Project Name] (Project), as described in Grantee’s grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

Note to SANDAG Contracts Staff: Before finalizing this agreement for internal routing, obtain from SANDAG Finance and Planning staff the TDA Claim Number or TransNet MPO ID required to complete Recital I, below.

I. Grantee’s Project is funded with [insert dollar amount] in ATGP funds, which includes [insert dollar amount] in TransNet BPN SP funds and [insert dollar amount] in TDA funds, and the TransNet MPO ID for the Project is [insert ID number] and the TDA Claim Number is [insert claim number].

J. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.

K. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

L. Grantee understands that TransNet funds derive from retail transactions and use tax revenues which fluctuate. SANDAG’s funding commitment to ATGP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. DEFINITIONS

A. Application. The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee’s application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.

B. Approval, Authorization, Concurrence, Waiver. A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.

C. Approved Project Budget. The most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task, that has been approved by SANDAG. The Approved Project Budget is included in Attachment A.

Note to Grant Recipient: Only the applicable grant program will be referenced here.
Note to SANDAG Contracts Staff: Choose the appropriate program here.

D. [SGIP Funds and Funding]. Funding from the TransNet Extension Ordinance for the SGIP. OR [ATGP Funds and Funding]. Funding from the TransNet BPNSP and TDA Article 3 funds.

E. Grantee. The local jurisdiction that is the recipient of [SGIP or ATGP] funding under this Agreement.

F. Notice to Proceed means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work and shall not be eligible to receive payment for work performed prior to SANDAG’s issuance of a Notice to Proceed.

G. Subgrantee. Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

II. PROJECT IMPLEMENTATION

A. General. The Grantee agrees to carry out the Project as follows:

1. Project Description. Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.

2. Effective Date. The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.

3. Grantee’s Capacity. The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the TransNet Extension Ordinance and Board Policy No. 035.

4. Project Schedule. The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035, as amended, and included as Attachment B.

5. Project Implementation and Oversight. Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.

6. Changes to Project’s Scope of Work. This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG [SGIP or ATGP] scoring criteria. Any substantive deviation from Grantee’s representations in the Application during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing.
SANDAG will then determine whether the Project is still consistent with the overall objectives of the [SGIP or ATGP] and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have [SGIP or ATGP] Funding withheld from Grantee, or refunded to SANDAG, due to Grantee’s failure to satisfactorily complete the Project or due to substantive changes to the Project.

7. **Media and Community Outreach Coordination.** The Grantee agrees to notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. The Grantee agrees to assist SANDAG with media or community events related to the Project, such as ground breaking and ribbon cutting. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media and communications efforts. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, the Grantee agrees to release the rights of the photos to SANDAG for its use.

8. **Project Signage and Designation of TransNet Funded Facilities.** Each capital project in excess of $250,000 funded in whole or in part by revenues from the TransNet Extension Ordinance shall be clearly designated during its construction or implementation as being provided by revenues from the TransNet Extension Ordinance.

Grantee agrees to follow the Project Signage Specifications. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. **Baseline Data Collection.** For capital projects, Grantee is required to coordinate with SANDAG staff on the development of a baseline data collection plan in accordance with the Project Implementation and Oversight Requirements.

B. **Application of Laws** Should a federal or state law pre-empt a local law, regulation, or the TransNet Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.
C. **Notice Regarding Prevailing Wages.** SANDAG’s [SGIP or ATGP] Grants are funded with TransNet revenues consistent with the TransNet Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee’s public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, et seq. This Agreement requires Grantee’s compliance with all federal, state, and local laws and ordinances as applicable.

D. **Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.

E. **Third Party Contracting.** Grantee shall not award contracts over three thousand dollars ($3,000) on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

1. If Grantee hires a consultant to carry out professional services funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate (ICE) prior to soliciting proposals; publicly advertise for competing proposals for the work; use cost as an evaluation factor in selecting the consultant; document a Record of Negotiation (RON) establishing that the amount paid by Grantee for the consultant services is fair and reasonable; and pass through the relevant obligations in this Agreement to the consultant.

2. If Grantee hires a contractor to carry out construction services funded under this Agreement, Grantee shall: prepare an ICE (e.g., a construction cost estimate) prior to soliciting bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

F. **Grantee’s Responsibility to Extend Agreement Requirements to Other Entities**

1. **Entities Affected.** Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable federal laws, regulations, and policies affecting Project implementation. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee’s responsibilities as set forth in this Agreement.

2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a
written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.

3. **Flowdown.** The Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.

G. **No SANDAG Obligations to Third-Parties.** In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee, including any subgrantee, lessee, or third-party contractor at any tier.

H. **Changes in Project Performance.** The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.

I. **Standard of Care.** The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

III. **ETHICS**

A. **Grantee Code of Conduct/Standards of Conduct.** The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with [SGIP or ATGP] Funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective
positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subgrantees or their agents.

1. **Personal Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee’s employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by [SGIP or ATGP] Funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

2. **Organizational Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.

B. **SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG’s officers, employees, agents, and Board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.

C. **Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its [SGIP or ATGP] Funding application for the Project.

D. **False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee’s grant application, progress reports and invoices.
IV. AMOUNT OF FUNDING ASSISTANCE

The Grantee agrees that SANDAG will provide [SGIP or ATGP] Funding for the Project equal to the smaller of the following amounts: (a) the Maximum SANDAG Amount Approved of $\_\_\_\_\_\_\_\_\_, or (b) the amount calculated in accordance with the Maximum Percentage(s) of SANDAG Participation, which is \_\_ percent (\_%). SANDAG's responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the Maximum SANDAG Amount Awarded and Maximum Percentage(s) of SANDAG Participation.

V. MATCHING FUNDS

Grantee has proposed to provide matching funds for the Project and therefore agrees as follows:

A. Duty to Obtain Matching Funds. The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the [SGIP or ATGP] Funding awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement. The amount of matching funds and percentage(s) of matching funds Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.

B. Prompt Payment of Matching Funds. The Grantee agrees to provide the proportionate amount of the matching funds promptly as it incurs Project costs or Project costs become due. Each of Grantee's invoices must include its pro-rata matching fund contribution as reflected in the Approved Project Budget, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.

C. Reduction of Matching Funds. The Grantee agrees that no refund or reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of the [SGIP or ATGP] Funding provided is made to SANDAG in order to maintain the Maximum Percentage(s) of SANDAG Participation.

VI. APPROVED PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the "Approved Project Budget." The Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the re-allocation of funds among budget items or fiscal years that do not increase the total amount of the [SGIP or ATGP] Funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between Approved Project Budget line items.
VII. PAYMENTS

A. **Grantee’s Request for Payment When Matching Funds Are Required.** The Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that the Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:

1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or

2. Take any action that would cause the proportion of [SGIP or ATGP] Funding made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.

B. **Payment by SANDAG.** Upon receiving a request for payment and adequate supporting information, SANDAG will make payment, [or for projects with TDA funding, authorize the County of San Diego to make payment] for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of the Agreement, including submission of a Quarterly Report which is included as Attachment D, has satisfied SANDAG that the [SGIP or ATGP] Funding requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse the Grantee’s apparent allowable costs incurred consistent with the Approved Project Budget. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly release retention amounts to Grantee following Grantee’s satisfactory completion of work and receipt of Grantee’s final invoice and all required documentation.

C. **Eligible Costs.** The Grantee agrees that Project costs eligible for [SGIP or ATGP] Funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement.

2. Necessary in order to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income).

5. Incurred for work performed, only on a reimbursement basis, after both the Effective Date of the Agreement and following Grantee’s receipt of a Notice to Proceed from SANDAG.
6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice.

7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records).

8. Eligible for [TransNet or TransNet and TDA] Funding as part of the [SGIP or ATGP].

9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant’s proposed method for allocating indirect costs in accordance with OMB guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

10. Project generated revenue realized by the Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

D. Excluded Costs

1. In determining the amount of [SGIP or ATGP] Funding SANDAG will provide for the Project, SANDAG will exclude:
   a. Any Project cost incurred by the Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
   b. Any cost that is not included in the latest Approved Project Budget;
   c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and
   d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.
   a. Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
   b. Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.
c. Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.

d. Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.

E. The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG’s final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of the Agreement for the Project or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers’ Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the [SGIP or ATGP] Funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee’s responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG’s right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of [SGIP or ATGP] Funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

VIII. ACCOUNTING RECORDS

In compliance with applicable laws, regulations, and policies, the Grantee agrees as follows:

A. **Project Accounts.** The Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee also agrees to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment in which SANDAG has agreed to participate in based upon a payable milestone.
IX. REPORTING, RECORD RETENTION, AND ACCESS

A. Types of Reports. The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify.

B. Report Formats. The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and/or typewritten hard copy formats, as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.

C. Record Retention. During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require.

D. Access to Records of Grantees and Subgrantees. The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.

E. Project Closeout. The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

F. Quarterly Reports. Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, the Transportation Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.

G. Communities Served Data and Report. If requested, Grantee shall provide SANDAG with data regarding how the Project’s benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data.

X. Project Completion, Audit, Settlement, and Closeout

A. Project Completion. Within ninety (90) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.
B. Project Audit.

*Note to Grant Recipient: Only the applicable sections will be included.*

*Note to SANDAG Contracts Staff: Please choose the appropriate:*

*For TransNet-funded projects:*

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with the TransNet Extension Ordinance. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

*For TDA-funded projects:*

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with Public Utilities Code Section 99245, for TDA funds; and consistent with the TransNet Extension Ordinance for TransNet funds. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit. The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project pursuant to the TransNet Ordinance.

D. Project Closeout. Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final [SGIP or ATGP] Funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

E. Project Use. Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund SGIP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. If timely progress is not achieved, SANDAG may, in its sole discretion, review the status of the Project to determine if the remaining funding should be reallocated to another eligible project, as per Board Policy No. 035. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement and/or Board Policy No. 035, that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG, in its sole discretion, to terminate this Agreement.
B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, the Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the [SGIP or ATGP] Funding to be provided for the Project if the Grantee has violated the terms of the Agreement, or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of [SGIP or ATGP] Funding for the Project.

D. In general, termination of [SGIP or ATGP] Funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused [SGIP or ATGP] Funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of [SGIP or ATGP] Funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this Section 12 in each subagreement, lease, third party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. **Nondiscrimination.** SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant.

B. **Equal Employment Opportunity.** During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry,
religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIII. OWNERSHIP OF WORK PRODUCT

SANDAG shall own any deliverables created in whole or in part for SANDAG’s benefit pursuant to the Scope of Work for the Project. The term “deliverables” includes, but is not limited to, all original drawings, reports, photos, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

XIV. DISPUTES AND VENUE

A. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of California.

B. Dispute Resolution Process. In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG’s Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within twenty (20) calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG’s Executive Director. The request for reconsideration must be received within ten (10) calendar days from the postmark date of SANDAG’s reply. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be in writing.

2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee for SGIP projects or to the SANDAG Transportation Committee for ATGP projects. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee or Transportation Committee shall be final.
C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney’s fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

**XV. ASSIGNMENT**

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

**XVI. INSURANCE**

Grantee shall procure and maintain during the period of performance of this Agreement, and for twelve (12) months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

A. **General Liability.** Combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.

B. **Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than $1,000,000.

C. **Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.

D. **Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:

1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "$10 million to $24 million (Class V) or better," or

2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.

E. Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving thirty
(30) days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

XVII. INDEMNIFICATION AND HOLD HARMLESS

A. Generally. With regard to any claim, protest, or litigation arising from or related to the Grantee’s performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee’s or its subgrantees’ employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee’s duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property. Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVIII. INDEPENDENT CONTRACTOR

A. Status of Grantee. Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers’ compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers’ compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. Actions on behalf of SANDAG. Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.
XIX. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XX. PROJECT MANAGER

The Grantee has assigned [INSERT PROJECT MANAGER NAME] as the Project Manager for the Project. Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG.

XXI. NOTICE

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Attn: Susan Baldwin / Suchi Mukherjee

Grantee:
[LOCAL AGENCY NAME]
[LOCAL AGENCY ADDRESS]
Attn: [LOCAL AGENCY PROJECT MANAGER]

Notice shall be effective upon receipt thereof.

Note to SANDAG Contracts Staff: After receiving this original agreement back from the Grantee and before routing the original agreement for final SANDAG "wet" signatures, confirm with SANDAG Finance and Planning staff that the applicable RTIP has been approved.
XXII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS

GARY L. GALLEGOS OR DESIGNEE
Executive Director

[INSERT JURISDICTION]

[Full Name]
[Title]

APPROVED AS TO FORM:

Office of General Counsel

[Full Name]
[Title]
ATTACHMENT A

SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

Project Location

(SPECIFIC PROJECT LOCATION INCLUDING JURISDICTION, COMMUNITY, NEIGHBORHOOD, CORRIDORS, AND INTERSECTIONS)

Project Description

[PROJECT TYPE (DESIGN AND/OR CONSTRUCTION, MASTER PLAN, ETC.), TYPES OF IMPROVEMENTS/RECOMMENDATIONS, PROJECT GOALS]

(INsert SCOPE, SCHEDULE AND APPROVED PROJECT BUDGET)

TransNet MPO ID NO.
ATTACHMENT B

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from TransNet or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

Procedures

1. Project Milestone and Completion Deadlines

1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be
complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

2. Project Milestone and Completion Deadline Extensions

2.1 Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1 For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director’s action will be reported out to the Board in following month’s report of delegated actions.

2.1.2 A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

2.1.3 If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director’s response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.
2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

3. Project Delays and Extensions in Excess of Six Months

3.1 Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.

3.2 A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized TransNet funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.

3.3 The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

4. Resolution and Execution of the Grant Agreement

4.1 Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.

4.1.1 Grantee governing body commits to providing the amount of matching funds set forth in the grant application.

4.1.2 Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.

4.2 Grantee’s authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.
5. Increased Availability of Funding Under this Policy

5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee’s discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014
ATTACHMENT C

PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

Capital Grants

1. Contact Information: Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

2. Baseline Data Collection: Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bicyclist activity. At a minimum, data should be collected for observed bicycle and pedestrian volumes, behavior, and attitudes in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- Conduct counts prior to project construction, during National Documentation Days in the second week of September. Supplementary counts and surveys can be conducted during January, May, and July to provide seasonal data, if desired.

- Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11 a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology and procedure.

A subset of Grantees may be selected for in-depth evaluation by SANDAG, in which case, SANDAG will conduct the data collection effort with required participation from Grantee staff. Such in-depth evaluation conducted by SANDAG will take place solely for the purpose of SANDAG Active Transportation data collection and monitoring efforts, and will not impact Grantees’ budgets.

Grantees should plan to budget five thousand dollars ($5,000) for data collection. For questions or assistance with data collection, contact Christine Eary at Christine.Eary@sandag.org, or (619) 699-6928.

3. Design Development and Community Meetings: Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all design development and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.
4. Plan Review: Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:

- Whether they are consistent with the Project proposed in the original grant application, and
- Consistency with accepted pedestrian/bicycle facility and smart growth design standards.

5. Quarterly Reports and Invoices: Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, ground-breakings, and ribbon-cuttings) to support media and communications efforts.

6. Media and Community Outreach Coordination: Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the grantee agrees to provide project milestone information to support media and communications efforts.

7. Photo Documentation: Grantees are responsible for the following photo documentation:

- Before and after photos, which should be taken from similar angles to showcase how a particular area has been transformed over time.
- Project milestone photos (such as ground-breakings and ribbon-cuttings).
- Photos taken throughout construction phases and throughout the length of the project.

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.

8. Project Signage: Each project or program in excess of $250,000 funded in whole or in part by revenues from the TransNet Extension Ordinance shall be clearly designated during its construction or implementation as being provided by such revenues. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. Performance Monitoring: SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall grant program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and provide available data and feedback regarding the program as appropriate.
Planning and Non-Capital Grants

1. Contact Information. Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

2. Request for Proposals and Consultant Selection. Upon request by SANDAG, Grantee must submit consultant draft Request for Proposals to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG (Attachment A).

3. Quarterly Reports. Grantee must submit quarterly reports to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule.

4. Stakeholder and Community Meetings. Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all stakeholder and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

5. Media and Community Outreach Coordination. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the Grantee agrees to provide project milestone information to support media and communications efforts.

6. Photo Documentation. Grantees are responsible for the following photo documentation:

- Existing conditions photos, which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
- Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.
PART 1: DESCRIPTION OF ACTIVITY FOR REPORTING PERIOD

1. Work Accomplished This Reporting Period

[INSTRUCTIONS: Replace this text with a detailed description of work completed and underway during the reporting period. In a bullet format, reference specific tasks.]

Example:

- Task 1 – Award Consultant Contract: Issued RFP and convened a selection panel of 5 members from the City, MTS, NTCD, and SANDAG to shortlist 3 of 9 firms. The panel interviewed the 3 firms and selected XYZ Group for this project. The City Council approved the consultant contract with XYZ Group on January 1, 2014. City staff held a kick-off meeting on January 10, 2014.
- Task 2 – Public Outreach: City staff and XYZ Group began organizing the first workshop for this project. The anticipated date of the first workshop will be in the February/March 2014 timeframe.
- Task 3 – Etc.
- Task 4 – Etc.

2. Deliverables Produced This Reporting Period

[INSTRUCTIONS: Summarize the deliverables produced during this period and indicate the date submitted to SANDAG. Deliverables can be submitted as an attachment to this report. See Item 5 for more details.]

Example:

- Final RFP – Submitted in December 2014.
- Approved Consultant Contract and Kick-Off Meeting Notes – Submitted with this report. Please see accompanying list of attachments.

3. Is there an accompanying invoice for this period?
4. Work Anticipated for the Next Reporting Period

[INSTRUCTIONS: Replace this text with a brief description of work anticipated for the next reporting period. Also note any upcoming meetings or workshops.]

5. List of Attachments

[INSTRUCTIONS: List any deliverables or invoice documents attached to this report. Attachments over 6MB should be sent via WeTransfer.]

WeTransfer Link: https://sandag.wetransfer.com/

Example:

- Attachment 1: Consultant Contract
- Attachment 2: Kick-Off Meeting Notes
- Attachment 3: Invoice Spreadsheet
- Attachment 4: Invoice Documentation

PART 2: SCHEDULE AND TASK STATUS

<table>
<thead>
<tr>
<th>Task</th>
<th>Scheduled Start Date (Per Grant Scope of Work)</th>
<th>Scheduled Completion Date (Per Grant Scope of Work)</th>
<th>Status</th>
<th>Timing</th>
<th>Anticipated Start Date (If Different from Grant Scope of Work)</th>
<th>Anticipated Completion (If Different from Grant Scope of Work)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NTP Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1</td>
<td>[mm/dd/yy]</td>
<td>[mm/dd/yy]</td>
<td>[In Progress/ Completed/ Not Started]</td>
<td>[On Time/ Delayed]</td>
<td>[mm/dd/yy]</td>
<td>[mm/dd/yy]</td>
</tr>
<tr>
<td>Task 2: Policy No. 035</td>
<td>[mm/dd/yy]</td>
<td>[mm/dd/yy]</td>
<td>[In Progress/ Completed/ Not Started]</td>
<td>[On Time/ Delayed]</td>
<td>[mm/dd/yy]</td>
<td>[mm/dd/yy]</td>
</tr>
<tr>
<td>Milestone</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Task 3: Policy No. 035</td>
<td>[mm/dd/yy]</td>
<td>[mm/dd/yy]</td>
<td>[In Progress/ Completed/ Not Started]</td>
<td>[On Time/ Delayed]</td>
<td>[mm/dd/yy]</td>
<td>[mm/dd/yy]</td>
</tr>
<tr>
<td>Milestone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PART 3: CHALLENGES, SCHEDULE DELAYS, AND AMENDMENT REQUESTS

Challenges and Actions Toward Resolution (If applicable)

[INSTRUCTIONS: If you are experiencing challenges in completing project tasks, please provide information about the delay and actions taken to resolve issues. If an amendment is needed, provide justification and check the appropriate box below.]

☐ No amendment requested at this time

☐ Amendment requested to*:
  ☐ Project Schedule
  ☐ Project Budget
  ☐ Scope of Work

*Failure to check a box in the above section assumes there is no action requested. Amendment requests are subject to SANDAG’s approval. It is the Grantee’s responsibility to ensure compliance with SANDAG Board Policy No. 035: Competitive Grant Program Procedures and grant agreement terms and conditions.

PART 4: PROJECT STATUS REPORT SIGNATURE

Prepared by ____________________________ Date: ________________

Project Manager
INVOICE INSTRUCTIONS

Step 1: Complete the Quarterly Progress Report.
Reimbursements cannot be made without a completed Quarterly Progress Report.

Step 2: Gather Documentation for Staff Costs, Consultant/Contractor Costs, and Other Costs.
Provide SANDAG with a copy of any consultant and contractor agreements awarded through the grant.
Staff Costs should be supported by certified payroll documentation.
Consultant costs should be supported by the consultant invoice AND a proof of payment. The proof of payment can be either the invoice provided to the consultant or printout from the project's financial accounting system showing that funds were disbursed.
Contractor costs should be supported by the contractor invoice, schedule of values, AND a proof of payment. The proof of payment can be either a copy of the check provided to the contractor or a printout from the project's financial accounting system showing that funds were disbursed.
Other costs should be supported by either an invoice from the vendor or a receipt AND must be accompanied by a proof of payment. The proof of payment can be either a copy of the check provided to the vendor or a printout from the project's financial accounting system showing that funds were disbursed.
Clearly identify (i.e., highlight or circle) all grant-related expenses on documents that include non-related costs.

Step 3: Complete the Expense Summary.
Summarize the total Staff Costs, Consultant/Contractor Costs, and Other Costs incurred during the reporting period.
Confirm that you have the adequate documentation.
Break down each cost by task. This will help with the next step to complete the invoice statement.
Double check and make sure all sub-totals have been calculated correctly.

Step 4: Complete the Invoice Statement.
Enter the costs for each task (calculated in Step 3) into the appropriate cells of the Invoice Statement. The SANDAG contribution, match contribution, and retention amounts should automatically calculate.
Enter previous costs by task into the appropriate cells of the spreadsheet. The remaining grant balance should automatically calculate.

Step 5: Submit Quarterly Progress Report, Invoice, and Supporting Documentation to SANDAG at:
sportgrants@sandag.org
Sign and scan the completed Quarterly Progress Report. Submit it in PDF form.
Sign and scan the invoice statement. Submit it in PDF form.
Submit supporting documentation in PDF form.
Submit the completed Excel workbook.

Files in excess of 6MB should be submitted via:
https://sandag.wetransfer.com
### PART 1: STAFF COSTS

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Time Period to Time Period</th>
<th>Hours</th>
<th>Hourly Rate</th>
<th>Amount</th>
<th>Documentation Attached?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Person A</td>
<td>mm/dd/yyyy to mm/dd/yyyy</td>
<td>10</td>
<td>$100.00</td>
<td>$1,000.00</td>
<td>YES/NO</td>
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<tr>
<td>Staff Person B</td>
<td>mm/dd/yyyy to mm/dd/yyyy</td>
<td>10</td>
<td>$100.00</td>
<td>$1,000.00</td>
<td>YES/NO</td>
</tr>
<tr>
<td>Staff Person C</td>
<td>mm/dd/yyyy to mm/dd/yyyy</td>
<td>10</td>
<td>$100.00</td>
<td>$1,000.00</td>
<td>YES/NO</td>
</tr>
</tbody>
</table>

[INSERT ADDITIONAL LINES AS NEEDED]

### PART 2: CONSULTANT/CONTRACTOR COSTS

<table>
<thead>
<tr>
<th>Consultant/Contractor</th>
<th>Invoice No.</th>
<th>Invoice Date</th>
<th>Description of Costs</th>
<th>Amount</th>
<th>Documentation Attached?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant XYZ</td>
<td>1</td>
<td>1/1/2014</td>
<td>Professional services for the month of January 2014</td>
<td>$10,000.00</td>
<td>YES/NO</td>
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<tr>
<td>Consultant XYZ</td>
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<td>2/1/2014</td>
<td>Professional services for the month of February 2014</td>
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<td>Consultant XYZ</td>
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<td>3/1/2014</td>
<td>Professional services for the month of March 2014</td>
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<td>Outreach Organization ABC</td>
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<td>3/1/2014</td>
<td>Outreach from January 2014 to March 2014</td>
<td>$10,000.00</td>
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[INSERT ADDITIONAL LINES AS NEEDED]

### PART 3: OTHER COSTS

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice No.</th>
<th>Invoice Date</th>
<th>Description of Costs</th>
<th>Amount</th>
<th>Documentation Attached?</th>
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<tbody>
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<td>Vendor A</td>
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<td>2/1/2014</td>
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<td>2/28/2014</td>
<td>Snacks for February 2014 Workshop</td>
<td>$100.00</td>
<td>YES/NO</td>
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</tbody>
</table>

[INSERT ADDITIONAL LINES AS NEEDED]
## TRANSNET SMART GROWTH INCENTIVE PROGRAM INVOICE

**To:** SUCHI MUKHERJEE  
SANDAG  
401 B Street, Suite 800  
San Diego, CA 92101-4231

**From:** Name  
Address

**Project Name:** [PROJECT NAME]  
**Contract Number:** 60XXX

**Grant Invoice Number:**  
**Billing Period:** FROM TO  
**Invoice Date:** DATE

**Grant Award:** $0.00  
**Balance Remaining:** $0.00

<table>
<thead>
<tr>
<th>TASK</th>
<th>Reimbursed to Date</th>
<th>Match to Date</th>
<th>Total to Date</th>
<th>Consultant or Contractor Costs</th>
<th>Other Costs</th>
<th>This Invoice</th>
<th>SANDAG Total</th>
<th>Match Spent</th>
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<tbody>
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<td>1 RFP</td>
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<td>2 Existing Conditions Report</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td><strong>Total</strong></td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Current Expenditures:** $0.00  
**Total Amount Due this Invoice:** $0.00  
**Less 10% Retention:** $0.00  
**Match % Met to Date:** 100%

<table>
<thead>
<tr>
<th>Total Project Budget (Grant + Match)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
</tr>
<tr>
<td>Task 2</td>
</tr>
<tr>
<td>Task 3</td>
</tr>
<tr>
<td>Task 4</td>
</tr>
<tr>
<td>Task 5</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td><strong>SANDAG Grant:</strong></td>
</tr>
<tr>
<td><strong>Match:</strong></td>
</tr>
</tbody>
</table>

**SANDAG Contribution %:** 100%  
**Required Match %:** 100%

46
CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Printed Name and Title</th>
<th>Date</th>
</tr>
</thead>
</table>
CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount $ __________________ Fund ____________________________

Purpose ____________________________________________________________________

__________________________
Director of Finance
City of La Mesa

Date _________________ By ____________________________

Unappropriated Reserves Available Balance $ __________________________

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed $130,000.00

__________________________
Director of Finance
City of La Mesa

Date: 03/03/2015 By: Greg Humora

Fund: 302 Dept./Activity: 302152FT-6830 $130,000.00 from account 302152FT-6830 (amount available $627,100.00)

Purpose: Resolution Authorizing the Filing of an Application for Smart Growth Incentive Grant Program Funds through the San Diego Association of Governments for the Final Design and Construction of a Pedestrian Crossing at Spring Street and the I-8 Off-ramp Trolley Tracks and a Sidewalk with Connectivity to University Avenue, Accepting the Terms of the Grant Agreement, Accepting said Grant if Awarded, and Appropriating Funds for the Project

CERTIFICATE NO. 1437
DATE: March 10, 2015
TO: Mayor and Members of the City Council
FROM: William B. Chopyk, Community Development Director
VIA: David E. Witt, City Manager
SUBJECT: Resolution consenting to inclusion of properties within the incorporated area of the City in the San Diego County Property Assessed Clean Energy Program (Figtree) to finance distributed generation renewable energy sources and energy and water efficiency improvements, approving the report setting forth the parameters of the referenced program and certain matters in connection therewith.

On June 10, 2014 the City Council adopted two resolutions to participate in two Property Assessed Clean Energy (PACE) programs known as 1.) HERO, and 2.) Figtree. The staff report from the June 10th Council meeting is included for reference (Attachment A).

Since the HERO PACE Program became effective in November 2014, HERO reports the following statistics for the City of La Mesa:

- 32 complete projects (160 applications submitted; 114 applications approved)
- $917,960 funded ($9.1 million approved)
- 7 estimated jobs created
- $1.5 million estimated in economic stimulus

As the PACE programs were being set up for both programs, it was discovered that a second resolution is needed for the Figtree PACE Program. Thus, staff recommends that the Council adopt the attached resolution (Attachment B) to complete the Figtree PACE Program in La Mesa.

RECOMMENDATION

Adopt the attached resolution consenting to inclusion of properties within the incorporated area of the City in the San Diego County Property Assessed Clean Energy Program (Figtree) to finance distributed generation renewable energy sources and energy and water efficiency improvements, approving the report setting forth the parameters of the referenced program and certain matters in connection therewith.
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: June 10, 2014

SUBJECT: Property Assessed Clean Energy (PACE) Programs – Resolutions authorizing City participation in the HERO and Figtree PACE Programs.

ISSUING DEPARTMENT: Community Development

SUMMARY:

Issue:

Should the City of La Mesa participate in the Property Assessed Clean Energy (PACE) programs known as HERO and Figtree? This would enable both commercial and residential property owners in La Mesa to finance renewable energy improvements, energy and water efficiency improvements, and electric vehicle charging infrastructure by placing the cost of these improvements on their property taxes.

Recommendation:

That the City Council adopt two resolutions (Attachments A and B) authorizing City membership in the HERO and Figtree PACE programs.

Fiscal Impact:

There would be no impact to the General Fund associated with the City’s membership in these PACE programs. There is no cost for City membership in the HERO and Figtree Programs. All administrative costs are covered through an initial administrative fee which is included in the property owner’s voluntary contractual assessment and an annual administrative fee which is also collected on the property owner’s tax bill.

Environmental Review:

This action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) [the activity will not result in direct or reasonably foreseeable indirect physical change in the environment] and Section 15060(c)(3) [the activity is not a project as defined in Section 15378] of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

City’s Strategic Goals:

Continue to improve high quality municipal services.
BACKGROUND:

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified in the statutes. The financing for these improvements has come to be known as PACE, which stands for Property Assessed Clean Energy.

On February 23, 2010, the La Mesa City Council adopted Resolution No. 2010-022 to join the CaliforniaFIRST PACE Program. Since adoption of this Resolution there have been only two commercial properties in the entire State that have been financed using the CaliforniaFIRST Program, none in La Mesa. The California Statewide Communities Development Authority (CSCDA) has initiated a six-month State validation process to operate the CaliforniaFIRST Program and open it up to residential properties. Table 1 below shows participation in PACE Programs for the 18 cities and unincorporated county in the San Diego Region.

Table 1: PACE participation by jurisdiction, San Diego County

<table>
<thead>
<tr>
<th>City</th>
<th>CaliforniaFIRST</th>
<th>HERO</th>
<th>Figtree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carlsbad</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Chula Vista</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coronado</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Del Mar</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Cajon</td>
<td></td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Encinitas</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escondido</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Imperial Beach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>La Mesa</td>
<td>yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lemon Grove</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>National City</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oceanside</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Poway</td>
<td>yes</td>
<td></td>
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<tr>
<td>San Diego</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>San Marcos</td>
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<tr>
<td>Santee</td>
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</tr>
<tr>
<td>Solana Beach</td>
<td>yes</td>
<td>yes</td>
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<tr>
<td>Vista</td>
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<td>yes</td>
<td></td>
</tr>
<tr>
<td>Unincorporated</td>
<td></td>
<td>yes</td>
<td></td>
</tr>
</tbody>
</table>

Source: PACE Websites, May 2014
The HERO Program finances improvements to residential properties, whereas the Figtree Program finances commercial, industrial, retail, and multi-family properties. An update of these two PACE Programs were presented to the City Council at its meeting of May 13, 2014. At that meeting the Council directed staff to return with resolutions to participate in both HERO and Figtree PACE Programs.

DISCUSSION:

The intent of the PACE legislation is to make renewable energy, energy efficiency, water conservation, and electric vehicle charging infrastructure improvements more affordable and promote the installation of those improvements. PACE financing allows residential and commercial property owners to finance 100% of the cost of eligible improvements, such as solar energy systems, Energy Star windows and doors, and high-efficiency air conditioning units, through an assessment on the property that is paid over time through property taxes. Participation in the program is voluntary and only those property owners who wish to participate in the program will pay an assessment.

Benefits to property owners include:

- **Access to funds for property improvements:** In today's economic environment, alternatives for property owners to finance renewable energy, energy efficiency, and water conservation improvements may not be available. Therefore, many property owners do not have options available to them to lower their utility bills.

- **Energy and water savings:** Renewable energy, energy efficiency, and water conservation improvements help lower utility bills. In addition, the interest paid may be tax-deductible.

- **Payment obligation is tied to the property:** The debt does not need to be repaid when the property is sold or transferred. The new owner assumes the obligation to repay the remaining balance with the property taxes.

- **Voluntary:** Property owners choose to participate in the program at their own discretion.

- **Repayment obligation matched to the useful life of the financed improvements:** The length of the financing is based on the expected useful life of the improvements. Depending on the lender and the improvements, the term can range from five (5) years to twenty (20) years.

- **Prepayment options:** Property owners can pay off the assessments at any time; however, there may be applicable prepayment penalties, and the program administrators review these terms with prospective participants.

- **Property owners' personal credit is not involved:** The amount financed is based on the assessed value of the subject property and doesn't involve the borrowers' personal financial rating (FICO) score. Commercial property owners appreciate the off-balance-sheet financing that doesn't impact their capacity to borrow for other business needs.
Report to Mayor and Councilmembers
June 10, 2014
Page 4 of 4

- **Increased property values:** More efficient properties are typically worth more and sell more quickly.

- **Improved quality of life:** Residents benefit from improvements, such as more effective cooling provided by new air conditioning units and less outside noise when new double-pane windows are installed.

Although the City could provide property owners with access to this type of financing by establishing its own PACE Program, it is quicker, easier, and much less expensive to join an existing PACE Program. The City may join more than one PACE program in order to provide property owners with the ability to choose the program that best fits their needs.

**CONCLUSION:**

While the HERO Program primarily finances improvements to residential properties, the Figtree PACE Program concentrates on commercial, industrial, retail, and multi-family properties. Neither the Figtree nor HERO programs require exclusivity from the City. Both companies support an open market approach, encouraging cities to adopt more than one PACE provider in order to maximize the variety of financing options open to local residents.

Staff recommends that the Council take the following two actions:

A. Adopt a resolution of the City Council of the City of La Mesa, California, consenting to the inclusion of properties within the City's jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the Amendment to a certain Joint Powers Agreement related thereto.

B. Adopt a resolution of the City Council of the City of La Mesa, State of California, consenting to inclusion of properties within the incorporated area of the City in the San Diego County Property Assessed Clean Energy Program (Figtree) to finance distributed generation renewable energy sources and energy and water efficiency improvements, approving the report setting forth the parameters of the referenced program and certain matters in connection therewith.

Reviewed by: ______________________  Respectfully submitted by: ______________________

David E. Witt  
City Manager

William B. Chopyk  
Community Development Director

Attachments  A – Sample Resolution HERO Program  
B – Sample Resolution Figtree Program
RESOLUTION NO. ________________________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA, STATE OF CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE INCORPORATED AREA OF THE CITY IN THE SAN DIEGO COUNTY PROPERTY ASSESSED CLEAN ENERGY PROGRAM (FIGTREE) TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER EFFICIENCY IMPROVEMENTS, APPROVING THE REPORT SETTING FORTH THE PARAMETERS OF THE REFERENCED PROGRAM AND CERTAIN MATTERS IN CONNECTION THEREWITH

WHEREAS, the California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority, comprised of cities and counties in the State of California, including the City of La Mesa (the "City");

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments;

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied;

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of the County of San Diego, a political subdivision of the State of California (the "County"), has adopted Figtree PACE pursuant to the Act;

WHEREAS, the parameters of Figtree PACE are set forth in the Program Report and such Report has been prepared pursuant to Section 5898.22 of the Act and approved by the CEDA Board of Directors;

WHEREAS, the City Council of the City of La Mesa (the "City Council") has reviewed the Report;

WHEREAS, the Act authorizes CEDA to enter into contractual assessments with property owners located within incorporated cities in the County of San Diego upon the approval of the legislative body of the related city to participate in Figtree PACE;

WHEREAS, the City of La Mesa (the "City") desires to participate with the County in Figtree PACE, and provide for participation in Figtree PACE by property owners located within City limits;

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE;

WHEREAS, to protect the City in connection with operation of the Figtree PACE, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and
WHEREAS, the City will not be responsible for the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Mesa as follows: The City is either a municipal corporation or other public body and a member of CEDA in good standing.

1. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City. The City Council ratifies the resolution adopted by the CEDA Board of Directors on _________, 2014 declaring the Board's intention to order the implementation of a contractual assessment program to finance Improvements pursuant to the Act.

2. The City Council hereby approves the inclusion in Figtree PACE all of the properties in the incorporated area within the City, as same may be amended through annexation from time to time, the acquisition, construction and installation within City limits of the energy and water efficiency measures set forth in the Report upon the request and agreement of the affected property owner, and the assumption of jurisdiction thereof by CEDA for the aforesaid purposes. The adoption of this Resolution by this City Council constitutes the approval by the City to participate in Figtree PACE. This City Council further authorizes CEDA to set the terms of, and implement, Figtree PACE and take each and every action necessary or desirable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance of bonds, notes or other forms of indebtedness secured by such contractual assessments as authorized by Chapter 29.

3. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

4. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

5. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

6. The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

7. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance
Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: Bill Chopyk, Community Development Director, 619.667.1187, bchopyk@ci.la-mesa.ca.us. The City Clerk is directed to provide a certified copy of this Resolution to Figtree Energy Financing.

8. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

9. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

10. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

PASSED AND ADOPTED this _______ day of _________, 2014 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be true and exact copy of Resolution No. 2015___, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)
INDEMNIFICATION AGREEMENT

BY AND BETWEEN

THE CITY OF LA MESA AND

FIGTREE COMPANY, INC.

This Indemnification Agreement (the "Agreement") is entered into by and between the City of La Mesa, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "Public Entity") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

RECENTALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the Public Entity in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Public Entity; and

WHEREAS, the legislative body of the Public Entity adopted or will adopt a resolution authorizing the Public Entity to join the Figtree PACE Program; and

WHEREAS, the Public Entity will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Public Entity in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the Public Entity's agreement to join the Figtree PACE Program, the parties agree as follows:
1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the Public Entity, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys’ fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Public Entity. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

   **If to the Administrator:**
   
   Figtree Company, Inc.
   9915 Mira Mesa Blvd., Suite 130
   San Diego, California 92131
   Attn: Chief Executive Officer

   **If to the Public Entity:**
   
   Bill Chopyk
   Community Development Director
   8130 Allison Avenue
   La Mesa, CA 91942
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of Public Entity's representative as indicated below in the signature block.

IN WITNESS WHEREOF, the parties hereto duly executed this Agreement as of the date below.

By [Signature]
Name: Bill Chopyk
Title: Community Development Director

Date: 2/25/15

Figtree Company, Inc., a California corp.

By [Signature]
Name: Mahesh Shah
Title: CEO

Date: 2/4/2015
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: March 10, 2015

SUBJECT: Authorization of the Selection and Preparation of an Agreement to Negotiate with Westmont Companies to Develop a Senior Living Facility on City-Owned Land Adjacent to Briercrest Park Located at 9000 Murray Drive on the Northeast Corner of State Route 125 and Murray Drive

ISSUING DEPARTMENT: Community Development Department/City Manager's Office

SUMMARY:

Issues:

1. Should the Council approve the selection of Westmont Companies to develop a senior living facility on the Briercrest Site?

2. Should the Council authorize staff to prepare and Agreement to Negotiate with Westmont Companies for the development of a senior living facility on the Briercrest Site?

Recommendation:

Staff recommends that Council approve the selection of Westmont Companies to develop a senior living facility on the Briercrest Site and authorize staff to prepare an Agreement to Negotiate with Westmont Companies.

Fiscal Impact:

The City has included funding in the FY 2013-2015 biennial budget in the amount of $100,000 (Account 1401-6430) for professional services for financial analysis and legal counsel for this project. Additional costs or revenues related to this action will be included in future budgets.
City's Strategic Goals:

Revitalize neighborhoods and corridors

Environmental Review:

No environmental review is required for this action. Any subsequent development proposal that may result from this action will be reviewed for compliance with the California Environmental Quality Act (CEQA).

BACKGROUND:

The City owns two parcels of land measuring 3.3 acres located at the northeast corner of the intersection of State Route (SR) 125 and Murray Drive, west of Wakarusa Street (Site). The Site is mostly level and has been partially improved in preparation for development. It is located adjacent to the Sharp Grossmont Hospital campus and the City's Briercrest Park. It benefits from excellent visibility from SR 125 and from proximity to Briercrest Park, the Sharp Grossmont Hospital campus, and the Grossmont Center regional shopping mall. The City is seeking to develop the Site with a quality development product, with strong synergies to surrounding land uses. The backgrounds of the surrounding area and of the City's prior efforts to develop the property tell a story of perseverance and solid planning efforts dating back to the early 1990s.

The Briercrest Park property had long been identified as an underutilized City-owned site. Originally measuring 6.6 acres, the size of the park expanded to 8.4 acres after the extension of SR 125 was completed. Development goals for the property were established with the 1992 update of the Grossmont Specific Plan and, later, the 1995 Parks Project Master Plan. These planning efforts combined to establish an overall strategy for evaluating and developing the Briercrest property.

A set of goals for the property emerged, including:

- Redeveloping the property with a theme as "a place of healing for the body and soul."

- Creating opportunities for partnerships between different agencies and entities.

- Enhancing the quality of life in La Mesa through thoughtful development of the land.
• Providing improved recreational and physical rehabilitative facilities for a large and diverse community.

In the 1990s, the expansion of the SR 125 and the closure of the Brier Patch Elementary School had a significant impact on the park property and contributed to the changing purpose, character, and potential. Over time, the property experienced substantial redevelopment, including the opening of the Healthcare District headquarters, including the Jim Stieringer Conference Center and the William C. Herrick Community Healthcare Library, and the redevelopment of the 3.0-acre Briercrest Park into one of the City's signature parks.

Throughout this period of redevelopment, the City also sought to find a compatible development partner for the Site to achieve the development goals identified in earlier planning efforts. The City was also looking for ongoing funding to support the maintenance of the park. In February 2003, the City Council approved an Exclusive Negotiation Agreement (ENA) with a developer for a senior residential care facility on the Site. The City Council approved a long-term ground lease and a site development plan with the developer, as well as environmental documents. However, the developer was unsuccessful in securing financing for a variety of senior housing proposals for the project and the City terminated the agreement. The City ultimately prevailed in a bench trial court and appeal.

With the legal matters affecting the property settled, Council directed staff to restart the process to find a viable partner to develop the Site. In July 2014 a Request for Qualifications (RFQ) seeking submittals from well-qualified development teams was released. The City was seeking a development partner able to demonstrate the experience, resources, financial capacity, and vision to develop the Site with a complimentary land use to the park while maximizing the City's return.

Ten development teams submitted responses to the RFQ. The majority of the submittals conceptualized senior living facilities (e.g., independent living, assisted living, rehabilitation, memory care) for the Site. With help from the City's real estate economics consultant, Keyser Marston Associates, Inc. (KMA), staff initiated a thorough due-diligence process to evaluate both the submittals and the development teams. Each response was evaluated for responsiveness to the solicitation, appropriateness of the proposed development concept, range of team experience with comparable projects, and financial capacity of firm principals. Based on the initial review of the submittals, five development teams were selected to progress to the interview phase with staff and KMA. One team withdrew from the process and the remaining four teams were interviewed. Though all the teams interviewed were strong candidates, two
development teams emerged above the rest as being well qualified, well capitalized, and highly capable of developing a high-quality senior living facility.

The principals of both development teams were subsequently required to submit a variety of financial documents to KMA for more in-depth analysis to verify financial capacity and solvency. The results of KMA's analysis demonstrated all the principals possessing strong financial capacity and access to development capital. In addition to the detailed review of submittals, the interviews of the development teams, and the financial analyses, staff also toured existing facilities built and/or operated by both teams to gain a sense of development quality, the range of amenities and services provided, and operational methodology.

The final step of the selection process involved a second interview with each of the finalists. At this meeting each team delved into greater detail on the City's goals and objectives for the Site and the developer's vision and concept plans. Discussion also occurred regarding the developer's flexibility to consider various partnerships arrangements and construction types to maximize value, availability of resources to meet development timelines, and approaches to facility operation. This extensive due-diligence process culminated in the selection of Westmont Companies (Westmont Living, Inc., Westmont Development, LP, and Westmont Construction, Inc.) as the development team best-suited to partner with the City to develop a quality senior living facility on the Briercrest site.

DISCUSSION:

What is unique about Westmont Companies is the firm's singularity of purpose. Unlike the other development teams that responded to the RFQ, Westmont does not develop a broad range of commercial and residential land uses, such as office buildings, industrial centers, shopping centers, affordable housing, or for-sale suburban or urban infill residential projects. From its inception in 1996, Westmont has focused on building or acquiring only one product type: senior living facilities. This long-term singular focus on development of senior living facilities affords Westmont numerous advantages in terms of understanding market dynamics and market support for senior living facilities, working knowledge of functional design techniques to maximize operational efficiency and service; knowledge of regulatory and licensing requirements and, importantly, the influence that regulatory/licensing requirements can have on design choices, construction methods and costs. This working knowledge has resulted in a track record of successful developments that supports establishment of banking relationships and access to development and operating capital. Of equal importance is the fact that Westmont also operates all its own facilities instead of acting solely as the developer and later contracting with an outside operator. Westmont's 'build-operate-hold'
business model is rare and contributes to Westmont’s operating efficiency and depth of experience, as the operations side of the firm continually informs the design/development side and vice versa.

Westmont, a family owned company based in San Diego, owns and operates 14 facilities in California, Oregon and Washington. Nine of the facilities are located in California, including the recently-opened Westmont at San Miguel Ranch in the City of Chula Vista. Westmont is currently developing additional facilities in the California cities of Chico, Goleta and Encinitas and expanding a facility in the City of Roseville. It total, Westmont currently operates 1,246 senior living units and has over 700 employees. With respect to the Site, Westmont’s preliminary, conceptual proposal envisions developing up to 150 senior living units (assisted living, independent living, and memory care) in a multi-story facility that opens up to Briercrest Park and also relates well to Murray Drive.

CONCLUSION:

After a thorough process of due-diligence, the team has concluded that Westmont Companies is well-suited to develop a senior living facility on the Site. Staff recommends that the City Council approve the selection of Westmont Companies to develop the Briercrest Site and authorize staff to work with Westmont representatives to prepare an agreement to negotiate. The negotiating agreement will be presented to Council for review and approval and staff will schedule a future closed session to receive direction for the project negotiations.

Representatives from Westmont Companies will be present at the meeting to provide a brief overview the Company.

Reviewed by:  
[Signature]
David E. Witt  
City Manager

Respectfully submitted by:  
[Signature]
William B. Chopyk  
Director of Community Development

Attachments: A – Aerial of Briercrest Site
CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount $ ____________________  Fund ________________________________

Purpose _________________________________________________________

__________________________
Director of Finance
City of La Mesa

Date ______________________  By ________________________________

Unappropriated Reserves Available Balance $ _______________________

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed $100,000.00

Sarah Wallen-Pulver
Director of Finance
City of La Mesa

Date: 03/05/15  By: William B. Chopyk

Fund: 101  Dept./Activity: 1401-6430  $100,000.00 from account 1401-6430
(amount available $144,225.29).

Purpose: Specialized professional services (real estate economics and legal counsel) for development of City-owned real property, located at 9000 Murray Drive, generally, the northeast corner of SR 125 and Murray Drive (i.e. the Briercrest Site)

CERTIFICATE NO. 1439
DATE: March 10, 2015
TO: Mayor and Members of the City Council
FROM: William B. Chopyk, Community Development Director
VIA: David E. Witt, City Manager
SUBJECT: Zoning Ordinance Amendment ZOA-13-01 – Consideration of a proposal to incorporate provisions for an optional In-Lieu Parking Fee and amendment to parking standards in the CD (Downtown Commercial) zone.

The public hearing on this item was continued from the January 27, 2015 City Council meeting to allow staff to address questions about the validity of the La Mesa Village Parking Feasibility Study October 2011 by Keyser Marston Associates, Inc. (KMA), and reduced parking in-lieu fees. The attached KMA memo dated February 20, 2015 (Attachment A) discusses changes in construction costs for parking garages since 2011 and concludes that the preliminary construction cost estimates that support an in-lieu parking fee of $25,000/parking space is still valid. The 2/20/15 KMA memo also provides useful information about the shortfall in funding and shortfall in parking that would occur if the in-lieu parking fee were reduced significantly to $5,000/parking space.

The staff report that was provided for the January 27, 2015 Council hearing is included for reference (Attachment B). As previously recommended in the staff report, the following Council action is recommended.

RECOMMENDATION

1. Approve the attached Negative Declaration.
2. Adopt an Ordinance amending Title 12 of the La Mesa Municipal Code.
4. Adopt a Resolution setting the amount of the In-Lieu Parking Fee at $25,000 per parking space.
MEMORANDUM

To:          Bill Chopyk, Planning & Development Services Director  
             City of La Mesa

From:        KEYSER MARSTON ASSOCIATES, INC.

Date:        February 20, 2015

Subject:     Proposed Parking In-Lieu Fee  
             La Mesa Village

I.  INTRODUCTION

Per your request, Keyser Marston Associates, Inc. (KMA) has undertaken limited follow-up tasks related to our La Mesa Village Parking Garage Feasibility Study, completed in October 2011. The KMA study identified a financing gap for a parking structure in the Village ranging from $24,100 to $27,400 per space (Concept B, Current Parking Rates Scenario, 2- and 3-story development concepts). These financing gaps are based, in turn, on a range of construction cost estimates used in the KMA study. Following the KMA study, City staff is now recommending a parking-in-lieu fee ordinance for the Village with an initial in-lieu fee of $25,000 per space, reflecting a blend of the 2- and 3-story Concept B scenarios.

Given the passage of time since the original KMA study, the City has requested that KMA conduct updated industry research to validate the key cost factors used in the KMA study in terms of their relevance to the in-lieu parking fee currently under consideration.

II.  CONSTRUCTION COST ESTIMATES

As background, the KMA findings of financing gap were based on preliminary concept designs prepared by Studio E Architects, revenue and expense projections prepared by Fehr and Peers, and cost estimates prepared by KMA. The KMA cost estimates were based primarily on recent
comparable developments and industry experience. The City has not identified a specific
development site for a public parking garage, nor formulated a building layout in terms of
floorplate, ramping, number of stories, and overall efficiency. Therefore, the cost figures in the
2011 study should be considered order-of-magnitude estimates only, with a significant allowance
for contingency. For Concept B, the development cost estimates can be summarized as follows:

<table>
<thead>
<tr>
<th>Development Cost per Space</th>
<th>Concept B 2 Stories</th>
<th>Concept B 3 Stories</th>
</tr>
</thead>
<tbody>
<tr>
<td>176 Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Costs</td>
<td>$23,400</td>
<td>$20,400</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$3,800</td>
<td>$3,100</td>
</tr>
<tr>
<td>Total Development Costs (1)</td>
<td>$27,200</td>
<td>$23,500</td>
</tr>
</tbody>
</table>

(1) Excluding land costs.
Source: Table B-2, KMA, October 20, 2011

Per the City’s request, KMA conducted updated research on construction costs for parking
garages based on comparable developments and available industry data sources. The findings
from this research are discussed below.

- **Survey of Comparable Developments**: KMA contacted several industry professionals involved
with parking garage developments in the San Diego region. This survey included recently
completed garages, as well as projects currently in design. *These sources indicated that per-
space garage costs have been generally concentrated in the $20,000 to $30,000 range, with
an average cost of $24,000.*

- **Industry Data on Construction Costs**: KMA researched average construction costs for above-
grade parking structures nationally based on Marshall Valuation Service, a construction cost
data source. *According to Marshall, the average development cost per space nationally
ranges from $22,700 to $24,100 per space, as summarized below.*
To: Bill Chopyk, Planning & Development Services Director
Subject: Proposed Parking In-Lieu Fee
La Mesa Village

<table>
<thead>
<tr>
<th>Above-Grade Parking Structures</th>
<th>Cost per SF (1)</th>
<th>Cost per Space (1)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A – Good</td>
<td>$68.80/SF</td>
<td>$24,100/space</td>
</tr>
<tr>
<td>Class B – Good</td>
<td>$64.73/SF</td>
<td>$22,700/space</td>
</tr>
</tbody>
</table>

(1) Costs include most direct costs, i.e., architecture and engineering, permits and fees, taxes and insurance, interest reserve, and commissions.
(2) Assumes average 350 SF per space.

- **Industry Data on Cost Escalation:** Engineering News-Record (ENR) tracks construction cost escalation through its 20-City Average Building Cost Index (BCI). During the period October 2011 to January 2015, the BCI increased by a cumulative 7.70%. **If this escalation rate is applied to the hard construction portion of the 2011 cost estimates, the resulting figures in January 2015 would be $25,100 to $29,000 per space, as summarized below.**

<table>
<thead>
<tr>
<th>Total Development Cost (1)</th>
<th>Concept B 2 Stories 176 Spaces</th>
<th>Concept B 3 Stories 283 Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 2011 Estimate</td>
<td>$27,200</td>
<td>$23,500</td>
</tr>
<tr>
<td>January 2015 Estimate (2)</td>
<td>$29,000</td>
<td>$25,100</td>
</tr>
</tbody>
</table>

(1) Per space, excluding land cost.
(2) Based on BCI escalation.

In sum, the three approaches outlined above all demonstrate that parking garage development costs range from $20,000 to $30,000 per space, with typical costs on the order of $25,000. On this basis, then, it is the KMA conclusion that the development costs used in the 2011 study are still reasonable. Therefore, the conclusions of financing gap in the 2011 study remain valid.

**III. POTENTIAL FUNDING FOR PARKING GARAGE DEVELOPMENT**

The City has also requested that KMA evaluate the impact of a parking in-lieu fee lower than the currently proposed $25,000 per space. In KMA’s view, collecting a lower fee will either result in the City having insufficient funds to build the required parking spaces, or building fewer than the required parking spaces. For example, the October 2011 KMA study considered two in-fill
development scenarios: a one-story, 10,000-SF commercial building, which would require 40 spaces; and a three-story, 21,250-SF commercial building, which would require 85 spaces. The following chart illustrates the consequences if the City collected an in-lieu fee of only $5,000 per space from each developer.

<table>
<thead>
<tr>
<th>Impact of Reduced In-Lieu Fee</th>
<th>1-Story Commercial 10,000 SF Building</th>
<th>3-Story Commercial 21,250 SF Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Required Parking</td>
<td>40 spaces</td>
<td>85 spaces</td>
</tr>
<tr>
<td>B. Proposed In-Lieu Fee @ $25,000/Space</td>
<td>$1,000,000</td>
<td>$2,125,000</td>
</tr>
<tr>
<td>Example of In-Lieu Fee @ $5,000/Space</td>
<td>$200,000</td>
<td>$425,000</td>
</tr>
<tr>
<td>Shortfall in Required Funding</td>
<td>($800,000)</td>
<td>($1,700,000)</td>
</tr>
<tr>
<td>C. Total In-Lieu Fee Collected @ $5,000/Space</td>
<td>$200,000</td>
<td>$425,000</td>
</tr>
<tr>
<td>Per Space Financing Gap</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Number of Spaces Developed by City</td>
<td>8 Spaces</td>
<td>17 Spaces</td>
</tr>
<tr>
<td>Shortfall in Parking</td>
<td>(32 spaces)</td>
<td>(68 spaces)</td>
</tr>
</tbody>
</table>
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: January 27, 2015

SUBJECT: Zoning Ordinance Amendment ZOA-13-01 – Consideration of a proposal to incorporate provisions for an optional In-Lieu Parking Fee and amendment to parking standards in the CD (Downtown Commercial) zone.

ISSUING DEPARTMENT: Community Development

SUMMARY:

Issues:
1. Should the Council approve an optional In-Lieu Parking Fee Program in the CD (Downtown Commercial) zone consistent with the General Plan and Downtown Village Specific Plan?
2. Should the Council amend the Parking Standards in the CD (Downtown Commercial) zone consistent with the General Plan?

Recommendation:
1. Approve the attached Negative Declaration.
2. Adopt an Ordinance amending Title 12 of the La Mesa Municipal Code.
4. Adopt a Resolution setting the amount of the In-Lieu Parking Fee.

Fiscal Impact:
There is no fiscal impact to the General Fund associated with this action.

Environmental Review:
An initial environmental study in compliance with the California Environmental Quality Act (CEQA) has been prepared for this project. It has been determined that the project does not have the potential to create significant adverse impacts to the environment under CEQA. Therefore, a Negative Declaration will be presented to the City Council for approval (Attachment A). The Negative Declaration was published for public review from September 25, 2014 to October 15, 2014. No comments were received during the public review period.

City’s Strategic Goals:
Revitalize neighborhoods and corridors.
BACKGROUND:

In 1990, the La Mesa City Council adopted the Downtown Village Specific Plan (DVSP). The DVSP acknowledged that the parking supply in the Downtown Village at that time adequately served existing uses. The DVSP sought to ensure that the supply of public parking would remain sufficient to accommodate the increasing demand for parking attributable to business growth anticipated to occur over time (p.8, DVSP).

As one means of providing parking, the DVSP suggested establishment of an "Off-Site Parking Fund" that would allow properties within the vicinity of a public parking lot or planned public parking lot to contribute to a parking fund rather than provide on-site parking specific to a particular private property or individual business (p. 14, DVSP). However, the Off-Site Parking Fund was never formally established and no such fees have ever been collected. There are no City funds set aside for the dedicated purpose of building additional public parking facilities. Property owners and developers have limited alternatives to meeting on-site parking requirements triggered by an expansion of building square footage or by new construction. Section 24.04.040 of the La Mesa Municipal Code allows use of any nearby off-street parking for commercial and industrial uses subject to meeting certain criteria, and includes a provision for collective parking.

In 2010, the Parking Commission recommended to the City Council that a feasibility study be conducted to outline the potential of constructing a parking garage in the Downtown Village. In September 2010, the City Council accepted the recommendation of the Commission and authorized the expenditure of $43,000 from the Downtown Parking Fund (DPF) to fund the study. In October 2011, the La Mesa Village Parking Garage Feasibility Study was prepared concluding that additional development of 50,000 to 75,000 square feet would be needed to generate enough demand for a parking structure. With respect to funding the cost of development, the study pointed to In-Lieu Parking Fees as a viable mechanism for funding City operated parking facilities.

In recent years, the City has undertaken a series of projects including the Downtown Village Streetscape Improvement Project and the improvements around the Civic Center using Smart Growth Incentive Program grant funds from SANDAG. The optional In-Lieu Parking Fee would further implement existing goals and policies of the Downtown Village Specific Plan regarding parking.

Staff has worked with the Parking Commission, Planning Commission, and stakeholders to develop the draft Zoning Ordinance Amendment. Key milestones are listed as follows:

- In 2011, the La Mesa Village Parking Garage Feasibility Study was prepared by Keyser Marston Associates, Inc. (KMA).
- On November 20, 2012, the City of La Mesa Parking Commission reviewed the Parking Garage Feasibility Study to be presented to the City Council.
- On February 12, 2013, the City Council reviewed the Parking Garage Feasibility Study and initiated a Zoning Ordinance Amendment to establish an In-Lieu Parking Fee for the Downtown Commercial (CD) zone.
- On May 30, 2013, the City of La Mesa hosted a community workshop which presented various issues involving the Downtown Village Specific Plan update, including establishment of an In-Lieu Parking Fee.
On January 21, 2014, the City of La Mesa Parking Commission reviewed and approved the draft Ordinances for the In-Lieu Parking Fee.

On October 15, 2014, the City of La Mesa Planning Commission reviewed and approved the draft Ordinances for the In-Lieu Parking Fee.

**DISCUSSION:**

Over the past 20 years, there has been very little expansion or new construction in the Downtown Village area. One mixed-use project was constructed at the southwest corner of Nebo Drive and Lemon Avenue consisting of 18 residential units in 2001. Growth in the business district is typically limited to interior tenant improvements and minor exterior upgrades on small, built-out parcels with little or no existing on-site parking. Under the current Zoning Ordinance, adding new building area requires an on-site parking ratio of one parking space for each 250 square feet or four spaces per thousand square feet (4/1000) of Gross Leasable Area (GLA). A built-out parcel would not be able to accommodate this requirement.

The Downtown Village is well served by transit with the La Mesa Boulevard Trolley Station and MTS Bus Routes 1 and 7 on Allison Avenue. Reduced parking standards in the CD (Downtown Commercial) zone support transit-oriented development, regional planning objectives and principles of Smart Growth. General Plan objectives and policies encourage maximizing the potential of commercial centers such as the CD (Downtown Commercial) zone in order to attract an appealing mix of new businesses, and reinforcing the Downtown area as the symbolic center of the City and addressing land use and infrastructure needs. The optional In-Lieu Parking Fee would be established to promote economic development and business growth of the CD (Downtown Commercial) zone area. The In-Lieu Parking Fee is not a development impact fee and, therefore, not subject to Government Code Section 66000 known as the "Mitigation Fee Act".

As discussed in the Downtown Village Specific Plan (1990), the desired objective of ensuring an adequate supply of parking for long-term business growth remains a relevant concern today. Downtown Village stakeholders, including the City, understand that the presence or absence of adequate parking resources to serve the business district has a direct influence on the Village's success and ability to grow, thrive, and adapt to changing market conditions.

The Zoning Ordinance Amendment to Chapter 24.04 would be applicable to uses in the CD (Downtown Commercial) zone. The amendment to Title 12 would establish an In-Lieu Parking Fee as another tool to meet off-street parking standards for non-residential development in the CD (Downtown Commercial) zone (Attachment C). A draft resolution shown on Attachment D would incorporate the fee into the City’s 2014-2015 Fee Schedule.

**Parking Garage Study**

The 2011 La Mesa Village Parking Garage Feasibility Study, prepared by Keyser Marston Associates, Inc. (KMA), examined the effect of current parking requirements on the financial feasibility of a prototypical 10,000 square-foot in-fill commercial site being developed to a floor-area ratio (FAR) of 1.0 (i.e., full site coverage). Findings state that the only way to meet the parking requirement (40 spaces at a required ratio of 4/1000 square-feet of new development) and still achieve the density is to incorporate underground parking and that doing so would be prohibitively expensive, thus rendering the project infeasible. However, the study also found that if a developer had the option to pay for parking instead of providing the physical parking spaces on-site, the
development could occur. The project would remain financially feasible, even with payment of an In-Lieu Parking Fee.

The study analyzed two parking structure prototypes, each built on a hypothetical, half-block site of 40,000 square feet. The analysis found that a two-story structure could accommodate approximately 176 spaces and a three-story structure could accommodate 283 spaces with estimated costs per parking space (excluding land) ranging from $23,500 to $27,000. If approved, the City’s fee schedule would set the In-Lieu Parking Fee at $25,000, which is a blend of the estimated per-space construction costs for the two prototypes.

According to the study, the fee is considered a reasonable cost and one of a number of potential funding sources which could include: parking revenue bonds, parking district revenues, and Regional, State and Federal loans and grants. The In-Lieu Parking Fee program is intended to provide a significant contribution toward a public parking facility, but not expected to cover the full cost.

The benefits of an In-Lieu Parking Fee are summarized in the KMA study, as follows:

- **Flexibility** - Developers can choose to provide parking or pay the optional In-Lieu Parking Fee.
- **Shared Parking** - A public parking garage would provide shared parking between land uses with differing peak parking demand periods.
- **Park Once** – Patrons can park once instead of driving to each business’ lot, reducing vehicle traffic and increasing foot traffic.
- **Consolidation** – An In-Lieu Parking Fee can result in consolidation of parking supplies in a central and convenient location, thus assisting in-fill development.
- **Improved Urban Design** – In-fill projects can be undertaken without the need to assemble large parcels to accommodate on-site parking. Individual businesses do not need to provide parking lots, which create “dead space” and/or increase the distances between businesses.

**In-Lieu Parking Fee (Title 12 of the La Mesa Municipal Code)**

The proposed Ordinances would amend Title 12 and Chapter 24.04 of the La Mesa Municipal Code to establish an optional In-Lieu Parking Fee for required off-street parking for non-residential development in the CD (Downtown Commercial) zone. Amendments to Title 12 would define: the In-Lieu Parking Fee, the process by which the Fee would be reviewed, how the Fee would be collected and used, and how the Fee would be adjusted in the future.

The In-Lieu Parking Fee financing technique has been utilized successfully in downtown areas in both small and large city settings in California since the 1950's. Title 12 of the La Mesa Municipal Code would require that the Fee go towards a future public parking facility in the CD (Downtown Commercial) zone.

Establishment of an In-Lieu Parking Fee does not mandate that property owners or developers utilize this Fee. It is an alternative available to help them achieve development objectives by removing the obligation to provide on-site parking. The Ordinance would provide an option for an
applicant for development to request an In-Lieu Parking Fee. The amount of the In-Lieu Parking Fee would be set by City Council resolution in the City’s fee schedule. Concurrently, an In-Lieu Parking Fee would build a fund for the future development of public parking, presumably a parking garage, by accumulating the collected fees in an account restricted to help pay for the cost of developing a parking garage.

Zoning Ordinance Amendment (Chapter 24.04 of the La Mesa Municipal Code)

Amendments to Chapter 24.04 would establish the In-Lieu Parking Fee and provide updates to the Parking Ordinance that: defines the CD (Downtown Commercial) zone as the effective area in which the Fee would apply, and reduce the parking requirement for non-residential and residential uses in the CD (Downtown Commercial) zone. Reduced parking standards in the CD (Downtown Commercial) zone would support regional planning objectives and principles of Smart Growth. As described in a proposed footnote addition to Section 24.04.050 Table of Requirements of the La Mesa Municipal Code, applications for the use of the In-Lieu Parking Fee would be limited based upon the supply and demand of available public parking spaces in the CD (Downtown Commercial) zone as determined by the Community Development Director through an annual assessment.

The In-Lieu Parking Fee allows property owners or developers to contribute to off-site parking without having to build the parking on site in the CD (Downtown Commercial) zone. Updates to the CD (Downtown Commercial) zone standards are proposed in conjunction with the In-Lieu Parking Fee to support new development in the Downtown Village and are highlighted below:

<table>
<thead>
<tr>
<th>Shopping Centers and all uses within Zone CD</th>
<th>Current Standard</th>
<th>Proposed New Standards and Amendments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 per each 250 s.f. GLA for all uses and structures</td>
<td>Remove “all uses within Zone CD”, and modify to include shopping centers only.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zone CD</th>
<th>All non-residential uses within the CD (Downtown Commercial) Zone—3 per each 1,000 s.f. of GLA.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Zone CD</th>
<th>All residential uses within the CD (Downtown Commercial) Zone—1.5 spaces per dwelling unit.</th>
</tr>
</thead>
</table>

| In-Lieu Parking Fee (Title 12)             | Chapter 12.04 definitions—Adds the In-Lieu Parking Fee definition; Chapter 12.65 establishes the In-Lieu Parking Fee. |

General Plan and Downtown Village Specific Plan Consistency

The proposed changes to Title 12 and Chapter 24.04 of the La Mesa Municipal Code are consistent with the General Plan. The General Plan supports the provision of the In-Lieu Parking Fee through its goals, objectives and policies. Goal LU-5 of the Land Use and Urban Design Element is a strong local and regional economy. Objective LU-5.2 is to preserve and enhance the Downtown Village area as the City's symbolic center. Land Use Policy LU-5.2.3 is to utilize the framework of the Downtown Village Parking District and the La Mesa Parking Commission to locate and manage parking in the Downtown and evaluate the feasibility of a parking structure when warranted by future parking demand. The proposed amendments are also consistent with the goals and objectives of the Downtown Village Specific Plan (DVSP). DVSP policy that supports the provision of the In-Lieu...
Parking Fee is cited in the background section of this report.

RECOMMENDATION:

1. Approve the attached Negative Declaration.

2. Adopt an Ordinance amending Title 12 of the La Mesa Municipal Code.


4. Adopt a Resolution setting the amount of the In-Lieu Parking Fee.

Reviewed by: 

[Signature]
David E. Witt
City Manager

Respectfully submitted by:

[Signature]
William B. Chopyk
Community Development Director

Attachments: 

A – Initial Study and Negative Declaration.
C – Draft Ordinances — Title 12 and Chapter 24.04.
D – Draft Resolution— Adopting In-Lieu Parking Fee.
CITY OF LA MESA
COMMUNITY DEVELOPMENT DEPARTMENT
NEGATIVE DECLARATION

Project Title: Optional In-Lieu Parking Fee and Amendment to Parking Standards

Lead Agency Name and Address: City of La Mesa
Community Development Department
8130 Allison Avenue
La Mesa, CA 91942

Contact Person and Phone Number: Howard Lee, Associate Planner
619-667-1185

Project Location: Within the City of La Mesa, California 91941 and 91942
County of San Diego

Applicant Names and Addresses: City of La Mesa
Howard Lee, Associate Planner
8130 Allison Avenue
La Mesa, CA 91942

La Mesa General Plan Land Use Designation: Downtown Commercial

Zoning: CD (Downtown Commercial)

Assessor Parcel Number: Various

Project Description:

The City of La Mesa has initiated a Zoning Ordinance Amendment to Chapter 24.04 of the La Mesa Municipal Code related to parking standards and establishing an optional In-Lieu Parking Fee for required off-street parking for non-residential development in the Downtown Commercial (CD) zone. Updates to the Downtown Commercial (CD) zone parking standards would be done in conjunction with the In-Lieu Parking Fee to support new non-residential development in the Downtown Commercial (CD) zone. The existing parking requirements are contained in Title 24 of the Municipal Code and pertain to the City as a whole.

The optional In-Lieu Parking Fee would provide an alternative to on-site required parking for non-residential development in the Downtown Commercial (CD) zone in order to promote economic development and business growth. The General Plan Land Use is Downtown Commercial. The Downtown Village Specific Plan supports the increase in parking as the Downtown Commercial (CD) zone grows.
to accommodate demand for parking, and recommends seven parking lots distributed throughout the area. The In-Lieu Parking Fee and the updates to the Downtown Commercial (CD) zone parking standards would be consistent with applicable land use plans and the regulatory intent of the City’s Zoning ordinance. Parking policies, regulations and design standards are intended to implement the 2012 Centennial General Plan. Title 12 of the Municipal Code would establish the In-Lieu Parking Fee. Future parking facilities would be subject to project specific environmental review.

The Downtown Commercial (CD) zone spans approximately from the west at University Avenue and La Mesa Boulevard, and Allison Avenue and La Mesa Boulevard to the east. Approximately from the north to south the Downtown Commercial (CD) zone includes properties north of Allison Avenue and south of Lemon Avenue and La Mesa Boulevard.

This project requires review by the City of La Mesa Planning Commission and approval by the City Council. City of La Mesa Case File Number: Zoning Ordinance Amendment ZOA 13-01

COMMUNITY DEVELOPMENT DEPARTMENT DETERMINATION:

On the basis of the initial environmental study prepared for the proposal, it has been determined that the proposed project would not have an adverse impact on the environment.

Howard Lee, Associate Planner
Community Development Department, City of La Mesa

Date: 9/23/14
Environmental Initial Study
Optional In-Lieu Parking Fee and Amendment to Parking Standards
City of La Mesa, County of San Diego, CA

Lead Agency:

City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942
619-667-1185
Contact: Howard Lee

September 23, 2014
<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Optional In-Lieu Parking Fee and Amendment to Parking Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Agency Name and Address:</td>
<td>City of La Mesa Community Development Department Planning Division 8130 Allison Avenue La Mesa, CA 91942</td>
</tr>
<tr>
<td>Lead Agency Contact Person and Phone Number:</td>
<td>Howard Lee, 619-667-1185</td>
</tr>
<tr>
<td>Project Location: (Address and/or general location description)</td>
<td>Downtown Commercial Zoned Properties La Mesa, California 91941 and 91942 County of San Diego</td>
</tr>
<tr>
<td>Applicant’s Name and Address:</td>
<td>City of La Mesa Community Development Department</td>
</tr>
<tr>
<td>General Plan Land Use Designation:</td>
<td>Downtown Commercial</td>
</tr>
<tr>
<td>Zoning:</td>
<td>Downtown Commercial District</td>
</tr>
<tr>
<td>Assessor Parcel Number:</td>
<td>N/A</td>
</tr>
<tr>
<td>Project Description:</td>
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project specific environmental review.

The Downtown Commercial (CD) zone spans approximately from the west at University Avenue and La Mesa Boulevard, and Allison Avenue and La Mesa Boulevard to the east. Approximately from the north to south the Downtown Commercial (CD) zone includes properties north of Allison Avenue and south of Lemon Avenue and La Mesa Boulevard.

This project requires review by the City of La Mesa Planning Commission and approval by the City Council. City of La Mesa Case File Number: Zoning Ordinance Amendment ZOA 13-01.

<table>
<thead>
<tr>
<th>Surrounding Land Uses:</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: University Avenue – Residential and Commercial</td>
</tr>
<tr>
<td>South: Lemon Avenue – Residential and Commercial</td>
</tr>
<tr>
<td>East: Allison Avenue – La Mesa Boulevard— Residential and Commercial</td>
</tr>
<tr>
<td>West: University Avenue— La Mesa Boulevard intersection— Residential and Commercial</td>
</tr>
</tbody>
</table>

Site Features and Setting:

In the 2012 La Mesa Centennial General Plan, the Downtown Commercial land use designation promotes a concentrated blend of pedestrian-oriented shops, personal services, professional offices, cultural activities, and residential uses. The Downtown Commercial (CD) zone comprises of compact and pedestrian-scaled development with tree-lined streets. The Downtown Commercial (CD) zone serves as the symbolic center of La Mesa.

The Downtown Commercial (CD) zone spans approximately from the west at University Avenue and La Mesa Boulevard, and Allison Avenue and La Mesa Boulevard to the east. Approximately from the north to south the Downtown Commercial (CD) zone includes properties north of Allison Avenue and south of Lemon Avenue and La Mesa Boulevard.

The proposed In-Lieu Parking Fee and zoning ordinance amendment would be applicable within the City of La Mesa, within the boundaries of the Downtown Commercial (CD) zone, as shown in Figures 1 and 2.

Other Agencies Whose Approval is Required: N/A
The Environmental Review Checklist below is used by staff to evaluate whether a Project has the potential to cause significant environmental impacts. The purpose of the checklist is to assist in the determination of whether an Environmental Impact Report (EIR) should be prepared for the Project. If it is determined that no EIR is needed to identify potential environmental impacts from a Project, a Negative Declaration will be adopted. A Negative Declaration does not mean that a Project will have no effect; it is documentation that a Project will not have the potential to cause "significant" environmental impacts that need a complete EIR to properly evaluate. Once the proper level of environmental analysis has been established utilizing the checklist below, the Project itself will be evaluated based upon a separate analysis of compliance with ordinances, policies, standards, and required findings established for review of the Project by the City.

<table>
<thead>
<tr>
<th>Environmental Issues</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Aesthetics.</strong></td>
<td></td>
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<td></td>
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<tr>
<td><em>Would the Project:</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Have a substantial adverse effect on a scenic vista?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>c) Substantially degrade the existing visual character or quality of the site and its surroundings?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Explanation:**

a) **Less Than Significant Impact.** The proposed project serves as a tool to achieve the goals and objectives of the La Mesa General Plan. The In-Lieu Parking Fee and zoning ordinance amendment does not include specific designs or proposals that would enable an assessment of potential site-specific visual impacts that may result from future development proposals. The Downtown Commercial (CD) zone is not located in an area designated a scenic vista. Rather than involving specific projects, implementation of the In-Lieu Parking Fee and amended parking standards would result in regulation of future development projects within the Downtown Commercial (CD) zone of the City of La Mesa. The
combination of the optional In-Lieu Parking Fee and amended parking standards will allow for future consolidation of parking areas thereby reducing the visual effects of parking lots. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would result in a less than significant impact to the visual setting.

b) Less Than Significant Impact. The In-Lieu Parking Fee and zoning ordinance amendment does not include specific design or proposals that would enable an assessment of potential site-specific impacts to scenic resources or historic buildings. The Downtown Commercial (CD) zone is not located in an area designated within a state scenic highway. However, the Downtown Commercial (CD) zone area contains historic buildings. Implementation of the In-Lieu Parking Fee for parking would encourage the re-use of historic buildings by eliminating the requirement for on-site parking. Existing structures often do not have sufficient space to expand and provide required parking that meets current standards following adaptive re-use of the structures. Additionally, future development proposals would be subject to project specific environmental review. Therefore, the implementation of the In-Lieu Parking Fee and zoning ordinance amendment to parking standards would have a less than significant impact on scenic resources and historic buildings.

c) Less Than Significant Impact. In-Lieu Parking Fee and zoning ordinance amendment would not substantially change the topography and the existing developed condition of the area. As such, the In-Lieu Parking Fee and zoning ordinance amendment is not anticipated to substantially degrade the existing visual character or quality of property within the Downtown Commercial (CD) zone or surroundings. Future development proposals would be subject to project specific environmental review and design review in accordance with the City’s Urban Design Program. Therefore, a less than significant impact would occur.

d) Less Than Significant Impact. The In-Lieu Parking Fee and zoning ordinance amendment would not result in the addition of light and glare sources within the project area. Increases in light or glare resulting from future development would be relatively small given existing light and glare in the project area. Any future development affected by the In-Lieu Parking Fee and zoning ordinance amendment would be required to comply with City regulations regarding lighting, and would be subject to project specific environment review. Therefore, a less than significant light and glare impact would occur.

<table>
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</tr>
</thead>
</table>

II. Agriculture and Forest Resources.
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in the Forest Protocols adopted by the California Air Resources Board. Would the Project:
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>d) Result in the loss of forest land or conversion of forest land to non-forest use?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tr>
</tbody>
</table>

**Explanation:**

a-e) **No Impact.** The In-Lieu Parking Fee and zoning ordinance amendment is an ordinance amendment that would only apply to the Downtown Commercial (CD) zone in the City of La Mesa. The City of La Mesa is comprised of urbanized and suburban neighborhoods designated for residential and commercial uses, and contains no Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. The City has no agricultural zones and no Williamson Act Contract lands. There are no forest lands or timber resources within the City. There are no farmland areas or sites designated for agricultural use nor are there any nearby agricultural sites that could be affected by the In-Lieu Parking Fee and zoning ordinance amendment.
<table>
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<tr>
<td>III. Air Quality.</td>
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<tr>
<td>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>a) Conflict with or obstruct implementation of the applicable air quality plan?</td>
<td>□</td>
<td>□</td>
<td>☒</td>
<td>□</td>
</tr>
<tr>
<td>b) Violate any air quality standard or contribute substantially to an existing or Projected air quality violation?</td>
<td>□</td>
<td>□</td>
<td>☒</td>
<td>□</td>
</tr>
<tr>
<td>c) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?</td>
<td>□</td>
<td>□</td>
<td>☒</td>
<td>□</td>
</tr>
<tr>
<td>d) Expose sensitive receptors to substantial pollutant concentrations?</td>
<td>□</td>
<td>□</td>
<td>☒</td>
<td>□</td>
</tr>
<tr>
<td>e) Create objectionable odors affecting a substantial number of people?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>☒</td>
</tr>
</tbody>
</table>

**Explanation:**

a, b) **Less Than Significant Impact.** Air quality plans applicable to the San Diego Air Basin (SDAB) include the San Diego Regional Air Quality Strategy (RAQS) and applicable portions of the State Implementation Plan (SIP). The RAQS outlines the San Diego County Air Pollution Control District’s (APCD) plans and control measures designed to attain the state air quality standards for ozone (O₃). Non-attainment areas are those that do not meet the National Ambient Air Quality Standards (NAAQS) or California Ambient Air Quality Standards (CAAQS) for a particular pollutant. The SDAB is currently classified as a non-attainment area under CAAQS for O₃ and respirable particulate matter (PM₁₀ and PM₂.₅), and for O₃ (eight-hour) and PM₂.₅ under NAAQS. The RAQS and SIP rely on information from the California Air Resources Board (CARB) and the San Diego Association of Governments (SANDAG), including mobile and area source emissions, as well as information regarding projected growth in the County, to project future emissions and then determine from that the strategies necessary for the reduction of emissions through regulatory controls. The CARB mobile source emission and SANDAG growth projections are based on population and vehicle trends and land use plans developed by cities and the County. As such, projects that propose development consistent with growth anticipated by applicable general plans would be consistent with
the RAQS and SIP. In general, air quality impacts are the result of emissions from motor vehicles and short-term construction associated with development projects.

Furthermore, 2012 Centennial General Plan policies support consolidated parking alternatives. Project development would, therefore, not conflict with or obstruct the implementation of the RAQS or SIP, and a less than significant impact would occur. The proposed In-Lieu Parking Fee and zoning ordinance amendment is not a development project, and would not result in the emission of pollutants from personal vehicles or construction operations, and would not result in violation of any air quality standard or contribute substantially to an existing or projected air quality violation.

c) **Less Than Significant Impact.** See response III.a), above. Projects that propose development consistent with growth anticipated by applicable general plans were considered in, and therefore are consistent with, the RAQS and SIP. The proposed In-Lieu Parking Fee and zoning ordinance amendment is consistent with the City of La Mesa 2012 Centennial General Plan. Modifications to the Downtown Commercial (CD) zone parking standards are consistent with existing land use plans. The 2012 Centennial General Plan Air Quality Mitigation Measure states that the City shall work with the SDAPCD and the San Diego Association of Governments (SANDAG) to implement measures in the RAQS and meet all federal and state air quality standards for pollutants. The City shall also implement, review, and interpret the 2012 Centennial General Plan and future discretionary projects in a manner consistent with the RAQS to meet standards and reduce overall emissions from mobile and stationary sources. The City shall require each project applicant, as a condition of discretionary approval, to implement measures to reduce operational emissions of criteria air pollutants. Therefore, the proposed In-Lieu Parking Fee and zoning ordinance amendment has been accounted for in referenced region-wide air quality plans. A less than cumulatively considerable impact would occur.

d) **Less Than Significant Impact.** The In-Lieu Parking Fee and zoning ordinance amendment would not result in the emission of pollutants from personal vehicles or construction operations. The In-Lieu Parking Fee and zoning ordinance amendment would not result in the creation of substantial pollutant concentrations. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would have a less than significant impact on sensitive receptors to substantial pollutant concentrations.

e) **No Impact.** The In-Lieu Parking Fee and zoning ordinance amendment would not promote uses considered sources of nuisance odors affecting a substantial number of people. The In-Lieu Parking Fee and zoning ordinance amendment would not result in the creation of odors. Therefore, no odor impact would occur.

<table>
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<td>IV. Biological Resources.</td>
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<tr>
<td>Would the Project:</td>
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City of La Mesa
September 23, 2014

In-Lieu Parking Fee
Initial Study
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<tr>
<td>a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>c) Have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.), through direct removal, filling, hydrological interruption or other means?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?</td>
<td>☐</td>
<td>☐</td>
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</tr>
</tbody>
</table>

Explanation:

a) **No Impact.** The City of La Mesa is almost entirely developed with urban uses, and is surrounded by other urbanized areas (i.e. the cities of San Diego, El Cajon, and Lemon Grove, and the unincorporated communities of Spring Valley and Valle De Oro within San
Diego County). The land use designations proposed by the 2012 Centennial General Plan reflect both existing and allowed future uses. Much of the existing land is built out, while certain parcels have the potential for additional uses. There are opportunities for the reuse or revitalization of underutilized property. Future improvements would occur within both private and public property, including property designated for residential and commercial purposes.

Much of the land in La Mesa has been previously disturbed by grading and improvements, and is located in urbanized neighborhoods where further development could not have adverse effects on special status species. The City is largely developed with existing improvements and does not provide extensive high quality habitat for wildlife species. Significant habitat for special status plant species is not expected to occur within the City’s public and private sites given their level of development and overall unsuitability for these species. The low quality of any habitat, local and regional isolation, and proximity to other urban developments and areas subject to intense anthropogenic disturbance strongly reduces the potential for special-status wildlife species to occur.

Where there is natural vegetation on underdeveloped or vacant sites, the potential of adverse impacts on biological resources does exist. The Eastridge area of the City contains much of the last remaining natural habitat in the City, and is surrounded by urban development. Land within this portion of the City is subject to the City’s Habitat Conservation Plan, which is a component of the Regional Habitat Conservation Plan. Only a few undeveloped parcels are located in areas covered by the Plan. These parcels would be subject to adherence to the mitigation measures established in Section VI of the Plan. Multiple Species Conservation Program vegetation mapping identifies coastal sage scrub habitat as the only significant natural habitat within the City limits.

No coastal sage scrub or habitat for listed species or protected habitat are present or expected to occur in the Downtown Commercial (CD) zone area. The site is not located within an MSCP Multi-Habitat Planning Area or Core Biological Resource Area. Therefore, no impact would occur.

b) **No Impact.** The Downtown Commercial (CD) zone area is disturbed by development and existing isolated natural areas are dominated by grasses and ornamental landscaping. No listed species or protected habitat is expected to occur in the Downtown Commercial (CD) zone. Furthermore, due to the urbanized nature of the Downtown Commercial (CD) zone and lack of connectivity of larger open space, the proposed area comprised of the Downtown Commercial (CD) zone would not be considered a sensitive biological resource. Therefore, no impact would occur.

c) **No Impact.** Wetlands are defined in Section 404 of the Federal Clean Water Act as areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. The Downtown Commercial (CD) zone area is highly urbanized and does not contain wetlands as defined above. Therefore, no impact would occur.

d) **No Impact.** The MSCP does not identify any wildlife movement corridors on or within the vicinity of the Downtown Commercial (CD) zone. Aside from the various hillsides found in La Mesa, the City’s land use patterns generally do not function as corridors or linkages for resident or migratory wildlife species that utilize riparian corridors as a travel route.
Therefore, no impacts to wildlife movement would occur. Future projects that may result in adverse impacts to biological resources would be subject to environmental review on a project basis.

e) **No Impact.** Apart from the City of La Mesa Habitat Conservation Plan, the only City document that addresses biological resources is the Conservation and Open Space Element of the La Mesa General Plan, which contains specific policies and objectives for preserving biological resources. As there are no threatened or protected biological resources in the project area, the project would not conflict with any of the policies contained in the MSCP or the Recreation and Open Space Element of the City of La Mesa General Plan. No impact would occur.

f) **No Impact.** There are no other applicable conservation plans in addition to those listed in a) and e) above. No impact would occur.

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<tr>
<td><strong>V. Cultural Resources.</strong> Would the Project:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>d) Disturb any human remains, including those interred outside of formal cemeteries?</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>

**Explanation:**

a) **Less Than Significant Impact.** The City of La Mesa has a rich historic heritage with significant historic buildings and sites that reflect the City’s past, and are symbols of La Mesa’s unique heritage and identity. The La Mesa Historic Resources Inventory was adopted in 1983 and is updated periodically. The inventory is an accounting of some of the historic-era properties within La Mesa’s municipal boundaries, and includes information on the appearance, condition, ownership, and occupancy history for each documented property, and additionally includes significance and eligibility conclusions for the properties. More than 300 structures and more than 50 non-structural sites and public facilities have been identified as historical resources, most of which are located within a core area of downtown La Mesa covered by the Date Avenue Historic District. As there has not been a recent comprehensive update to the Historic Resources Inventory, there are potential and
future historic resources dating to the modern period (circa 1935 – 1975) that have not been identified. The In-Lieu Parking Fee and zoning ordinance amendment would not directly result in adverse impacts to historical structures. Future projects that may result in adverse impacts to historic structures would be subject to environmental review on a project basis. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would result in a less than significant impact to historical resources.

b) **Less Than Significant Impact.** No earthwork excavation is proposed for the In-Lieu Parking Fee and zoning ordinance amendment. Future projects that would result in substantial adverse change in the significance of an archaeological resource would be subject to environmental review on a project basis. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would result in a less than significant impact to archaeological resources.

c) **Less Than Significant Impact.** No earthwork excavation is proposed for the In-Lieu Parking Fee and zoning ordinance amendment. As with any project where grading or earthwork in applicable formations would be involved, there is potential for the discovery of previously unknown paleontological resources. Compliance with standard paleontological resource discovery procedures addressed through project-based environmental review and conditions of approval would be required should paleontological resources be discovered during earth-moving activities of a construction project. Therefore, a less than significant impact to paleontological resources would occur.

d) **Less Than Significant Impact.** While there are no known graves or burial sites outside of established cemeteries documented within the City, there is potential for prehistoric burials or human remains. The proposed In-Lieu Parking Fee and zoning ordinance amendment does not include actions that would result in a direct impact that would disturb human remains. If such remains were encountered during construction of a project, Section 7050.5 of California Health and Safety Code requires that construction stop and the County Coroner be notified. If the remains are Native American, the procedures outlined in CEQA Section 15064.5(d) and (e) would be followed. Therefore, a less than significant impact to the disturbance of human remains would occur.

<table>
<thead>
<tr>
<th>Environmental Issues</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>

VI. Geology and Soils.
Would the Project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death, involving:
### Environmental Issues

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>ii) Strong seismic ground shaking?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>iii) Seismic-related ground failure, including liquefaction?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>iv) Landslides?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>b) Result in substantial soil erosion or the loss of topsoil?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
</tbody>
</table>

**Explanation:**

a) i) **No Impact.** The Downtown Commercial (CD) zone area does not have active or potentially active faults known to exist at or near the downtown area, and is not situated within an Alquist-Priolo Earthquake Fault Zone. Therefore, no impact would occur.

ii) **Less Than Significant Impact.** As is the case in all of Southern California, some risk of earthquake does occur in the Downtown Commercial (CD) zone. The closest known active fault is the Rose Canyon Fault, located approximately 10 miles west of the district. Seismic activity is considered to be likely at the project area because of the well-delineated fault lines through San Diego County. Future construction projects are required to meet the design standards and guidelines of the California Building Code.
(CBC), including those addressing seismic activity. Therefore, exposure of people or structures to strong seismic ground shaking is a less than significant impact.

iii) **Less Than Significant Impact.** Portions of La Mesa are underlain by the granitic rock of the Southern California batholith, the "Santiago Peak Volcanics". Where these formations are present, bedrock is close to the surface; soils are shallow and fairly fast draining. These areas are relatively free from hazards related to liquefaction. Sedimentary rocks of the marine terraces underlie most of La Mesa. Soils developed from these rocks are clay rich and fairly well consolidated. The In-Lieu Parking Fee and zoning ordinance amendment and would not directly result in the construction of any buildings or structures. Future development within the Downtown Commercial (CD) zone would be required to comply with the California Building Code, and would be subject to project specific environmental review. Therefore a less than significant impact would occur for seismic-related ground failure, including liquefaction.

iv) **Less Than Significant Impact.** The Downtown Commercial (CD) zone has relatively flat land contours and therefore landslides are not a concern. Therefore, the potential for landslides is less than significant.

b) **No Significant Impact.** The In-Lieu Parking Fee and zoning ordinance amendment and would not result in any activities that would cause a loss of topsoil. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would have no impact on erosion or soil loss.

c) **Less Than Significant Impact.** The Downtown Commercial (CD) zone is not mapped in the vicinity of geologic hazards such as landslides, liquefaction areas, or faulting. Furthermore, future construction activities are subject to review and approval of the Building Official and City Engineer, to ensure that changes to the existing topography would not create a significant adverse geologic environmental impact. Therefore, a less than significant impact would occur.

d) **Less Than Significant Impact.** Future development within the Downtown Commercial (CD) zone would be required to comply with the California Building Code, and would be subject to project specific environmental review. Therefore, a less than significant impact would occur.

e) **No Impact.** No septic tanks or alternative wastewater disposal systems are proposed as a part of this project. No impact would occur.

<table>
<thead>
<tr>
<th>Environmental Issues</th>
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<th>Less Than Significant Impact</th>
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</tr>
</thead>
<tbody>
<tr>
<td>VII. Greenhouse Gas Emissions. Would the Project:</td>
<td></td>
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</tr>
<tr>
<td>a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Explanation:

a) **Less than Significant.** As discussed in Section 15064.4 of the State CEQA Guidelines, the determination of the significance of greenhouse gas (GHG) emissions calls for a careful judgment by the lead agency consistent with the provisions in Section 15064. A lead agency should make good faith effort, based to the extent possible on scientific and factual data, to describe, calculate or estimate the amount of GHG emissions resulting from the project. Many lead agencies have set a goal to reduce GHG emissions by a certain amount to demonstrate consistency with Assembly Bill 32 (AB 32). Different agencies and studies estimate different goals for reduction of emissions to achieve 1990 levels by the year 2020, as set forth in AB 32. Most local governments in California with adopted targets have targets of 15 to 25 percent reductions under 2005 levels by 2020.

In 2009, the City prepared a Greenhouse Gas Emissions Inventory, which established a 2005 baseline emissions inventory, against which to measure future progress. The inventory identifies transportation fuels and natural gas as accounting for 82 percent of emissions, followed by electricity (15 percent). The In-Lieu Parking Fee and zoning ordinance amendments would not result in an increased intensity of development in the Downtown Commercial (CD) zone anticipated in the General Plan.

In order to serve as a guide for determining when a project triggers the need for additional GHG analysis and mitigation, many cities have established an interim screening threshold for GHG emission analysis based on guidance in the California Air Pollution Control Officers Association (CAPCOA) report “CEQA and Climate Change,” dated January 2008 (CAPCOA 2008). The CAPCOA “CEQA and Climate Change” amendment is being used as a guide for the City's CEQA projects. If a proposed project exceeds a 900 metric ton (MT) threshold, then that project would be required to provide a full GHG emission analysis and implement emission reduction measures. This emission level is based on the amount of vehicle trips, the typical energy and water use, and other factors associated with projects. Table 1 identifies typical project types and sizes that are expected to emit approximately 900 MT of GHGs.

<table>
<thead>
<tr>
<th>Table 1</th>
<th>PROJECT TYPES THAT REQUIRE GHG ANALYSIS AND MITIGATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Type</td>
<td>Project Size that Generates Approximately 900 Metric Tons of GHGs per Year</td>
</tr>
<tr>
<td>Single-Family Residential</td>
<td>50 units</td>
</tr>
<tr>
<td>Apartments/Condominiums</td>
<td>70 units</td>
</tr>
<tr>
<td>General Commercial Office Space</td>
<td>35,000 square feet</td>
</tr>
<tr>
<td>Retail Space</td>
<td>11,000 square feet</td>
</tr>
<tr>
<td>Supermarket/Grocery Space</td>
<td>6,300 square feet</td>
</tr>
</tbody>
</table>

Source: CAPCOA 2008
Future projects that may result in adverse green house gas emission impacts would be subject to environmental review on a project basis. Therefore, a less than significant impact would occur.

b) **Less Than Significant Impact.** The City of La Mesa participates in the San Diego Regional Climate Protection Initiative. Applicable plans, policies and regulations either adopted or supported by the City of La Mesa include the 2010 California Green Building Standards, SANDAG Climate Action Strategy, and the U.S. Conference of Mayor’s Climate Protection Agreement. The In-Lieu Parking Fee and zoning ordinance amendment would allow for flexibility in providing parking in the Downtown Commercial (CD) zone, and is within an area currently served by transit, which is a preferable location for new development from a GHG emissions standpoint. Uses within the Downtown Commercial (CD) zone are served by the Metropolitan Transit System Bus and Trolley System. Therefore, a less than significant impact would occur.

<table>
<thead>
<tr>
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<th>No Impact</th>
</tr>
</thead>
</table>

**VIII. Hazards and Hazardous Materials.**
Would the Project:

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>e) For a Project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the Project result in a safety hazard for people residing or working in the Project area?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>☒</td>
</tr>
<tr>
<td>f) For a Project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>☒</td>
</tr>
<tr>
<td>g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>☒</td>
</tr>
<tr>
<td>h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>☒</td>
</tr>
</tbody>
</table>

Explanation:

a) **No Impact.** The In-Lieu Parking Fee and zoning ordinance amendment would allow reduced parking standards in the Downtown Commercial (CD) zone area of La Mesa. The project does not involve the use, transport or disposal of hazardous material. Therefore, no impact relative to hazardous materials would occur.

b) **No Impact.** See response VIII.a), above. Therefore, no impact relative to hazardous materials would occur.

c) **No Impact.** See response VIII.a), above. Therefore, no impact relative to hazardous materials would occur.

d) **No Impact.** Hazardous material sites are located within the project area that are subject to the downtown commercial parking ordinance. However, In-Lieu Parking Fee and zoning ordinance amendment does not include actions being taken on specific hazardous material sites. Development that indirectly results from the provisions contained in the Parking Ordinance would be subject to applicable hazardous material regulations and environmental review. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would have no impact on hazardous material sites.

e) **No Impact.** The Downtown Commercial (CD) zone is not located within two miles of a public airport. The closest airports to the site are Gillespie Field in El Cajon, located approximately five miles northeast of the Downtown Commercial (CD) zone, and
Montgomery Field, and located approximately six miles northwest of the project site. The Downtown Commercial (CD) zone is not located within the Airport Influence Area for Gillespie Field (ALUC 2010a). The Downtown Commercial (CD) zone is identified as falling within Review Area 2 of the Airport Influence Area for Montgomery Field, and within the Part 77 (Federal Aviation Regulations) Airspace Protection Area (ALUC 2010b); the site area is outside of Montgomery Field’s Federal Aviation Administration (FAA) Height Notification Boundary. The project does not propose any policy changes that would result in a safety hazard for people residing or working in the project area. Therefore, no impact would occur.

f) **No Impact.** There are no private airstrips in the vicinity of the Downtown Commercial (CD) zone area. Therefore, no impact would occur.

g) **No Impact.** The proposed project in the Downtown Commercial (CD) zone would not physically interfere with an adopted emergency response plan or emergency evacuation plan. Therefore, no impact would occur.

h) **No Impact.** The Downtown Commercial (CD) zone is located in a substantially developed area surrounded by urban development. No large open space or wildland areas are located in the direct vicinity of the Downtown Commercial (CD) zone. Future projects would be subject to environmental review on a project basis. Construction projects are required to comply with fire standards and regulations contained in the Uniform Fire Code and the La Mesa Municipal Code with respect to setbacks, access, building material and design, building occupancy, adequate fire flows, hydrants, fire sprinklers, and brush management/weed abatement. Therefore, no impact would occur.

<table>
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</thead>
<tbody>
<tr>
<td><strong>IX. Hydrology And Water Quality.</strong> Would the Project:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Violate any water quality standards or waste discharge requirements?</td>
<td></td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?</td>
<td></td>
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</tbody>
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City of La Mesa
September 23, 2014
<table>
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<tr>
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<td>IX. Hydrology And Water Quality.</td>
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<tr>
<td>Would the Project:</td>
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<tr>
<td>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>f) Otherwise substantially degrade water quality?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of a failure of a levee or dam?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>j) Inundation by seiche, tsunami or mudflow?</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>

Explaination:

a) **Less Than Significant Impact.** The In-Lieu Parking Fee and zoning ordinance amendment would not directly result in any actions that would violate water quality standards, or degrade water quality. The City of La Mesa is subject to a Municipal Storm Water National
Pollutant Discharge Elimination System (NPDES) permit issued to San Diego County, the Port of San Diego, and 18 cities (co-permitees) by the San Diego Regional Water Quality Control Board (Regional Board). This permit requires the development and implementation of a program addressing urban runoff pollution issues in development planning for public and private projects. The primary objectives of the urban runoff program are to ensure that discharges from municipal urban runoff conveyance systems do not cause or contribute to a violation of water quality standards, to prohibit non-storm water discharges in urban runoff, and to reduce the discharge of pollutants from urban runoff conveyance systems to the maximum extent practicable. Construction activities associated with future parking facilities would have the potential to discharge pollutants off-site into downstream receiving waters, which would result in a potentially significant impact. However, a SWPPP would be prepared and implemented, in compliance with the requirements of the SWRCB Construction Permit (2010-0014-DWQ). The SWPPP would identify BMPs for controlling erosion and maintain downstream water quality during construction of such parking facilities. Future development projects are required to comply with the requirements of the applicable municipal stormwater permits issued by the Regional Water Quality Control Board (RWQCB).

Future development within the CD zone would be required to incorporate Best Management Practices described in "The City of La Mesa Stormwater Best Management Practices Manual" and comply with the General Permit for Discharges of Storm Water Associated with Construction Activity and City Development Standards pertaining to grading and erosion control.

Development of future parking facilities would be required to meet permanent storm water BMP requirements, including submittal of a Construction Storm Water Management Plan (CSWMP) and Post-Construction BMP Plan (PCBMPP). Post-construction BMPs would be implemented for such facilities to prevent violation of water quality and waste discharge requirements. Therefore, the proposed In-Lieu Parking Fee and zoning ordinance amendment would not violate water quality standards or waste discharge requirements, and impacts would be less than significant.

b) **Less Than Significant Impact.** The In-Lieu Parking Fee and zoning ordinance amendment does not propose or require the use of groundwater. The project applies to the Downtown Commercial (CD) zone of La Mesa, which is largely covered with impervious surfaces. Reducing onsite provision of parking could potentially allow for a greater variety of uses on individual sites including designs that allow for the infiltration of groundwater. The Downtown Commercial (CD) zone is designated for urban development and the proposed project would not directly create additional impervious areas. Therefore, a less than significant impact would occur with regard to groundwater supplies and aquifer depletion.

c) **No Impact.** The In-Lieu Parking Fee and zoning ordinance amendment and would not substantially alter the existing drainage pattern of the Downtown Commercial (CD) zone in a manner which would result in substantial erosion or siltation. The Downtown Commercial (CD) zone is largely covered by impervious surfaces, and is served by a network of storm drains located along city streets. The project would promote alternatives to meeting Downtown Commercial (CD) zone standards and increase flexibility to develop in the Downtown Commercial (CD) zone. On-site parking requirements would be reduced for Downtown Commercial (CD) zoned land uses, and support development of centrally located parking facilities. The In-Lieu Parking Fee and zoning ordinance amendment would not substantially alter the existing drainage pattern of the site or area that would result in
substantial erosion or siltation on or off the site because best management practices would be implemented during construction of future parking facilities to address potential water quality impacts as discussed in Section VI b). Implementation of the In-Lieu Parking Fee and zoning ordinance amendment would not result in substantial changes to absorption rates, drainage patterns, or the rate and amount of surface water runoff within the downtown area as compared to existing pre-project conditions. In addition, no stream or river courses would be altered by the project.

By reducing the amount of surface area dedicated to parking on building sites, this would allow for flexibility in design alternatives which could potentially reduce impervious surfaces. Future development would be subject to regulations which would prevent increases in runoff, promote on-site detention, and control erosion. The In-Lieu Parking Fee and zoning ordinance amendment would not substantially alter the area’s drainage pattern, increase stormwater runoff, contribute to downstream flooding, degrade water quality, or cause substantial erosion. Therefore, no impact would occur.

d) **Less Than Significant Impact.** Refer to response IX.c), above.

e) **Less Than Significant Impact.** Refer to response IX.c), above.

f) **Less Than Significant Impact.** Refer to response IX.a), above.

g-h) **No Impact.** The Downtown Commercial (CD) zone area is not located within a 100-year floodplain, and does not propose the placement of any housing or other structures within the 100-year floodplain. Therefore, no impact would occur.

i) **No Impact.** Although the Downtown Commercial (CD) zone is approximately 1.4 miles southeast of Lake Murray, the project site is not located downstream of the lake's dam. The risk associated with inundation hazard due to flooding as a result of a failure of a levee or dam is considered low. No impact would occur.

j) **No Impact.** The Downtown Commercial (CD) zone is not located near the ocean, or downstream of a large body of water. As such, there are no risks associated with inundation hazard due to seiche or tsunami. No impact would occur.

<table>
<thead>
<tr>
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<th>Less Than Significant Impact</th>
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</thead>
<tbody>
<tr>
<td><strong>X. Land Use and Planning.</strong></td>
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<tr>
<td>Would the Project:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>a) Physically divide an established community?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>☒</td>
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</tbody>
</table>

City of La Mesa
September 23, 2014
In-Lieu Parking Fee
Initial Study
Environmental Issues

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>b) Conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the Project (including, but not limited to, the general plan, specific plan, local coastal program or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c) Conflict with any applicable habitat conservation plan or natural community conservation plan?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>

Explanation:

a) **No Impact.** The project is intended to establish an optional In-Lieu Parking Fee and zoning ordinance amendments. The Fee and ordinance amendment would not directly result in the construction of any structures, and applies to an area that is currently developed. The project would not physically divide an established community, and no impact would occur.

b) **No Impact.** The project would establish an optional In-Lieu Parking Fee to support the building of parking facilities in the Downtown Commercial (CD) zone. The project is being undertaken to implement goals and policies contained in the General Plan. The In-Lieu Parking Fee and zoning ordinance amendment updates would be consistent with applicable land use plans.

The project implements General Plan Land Use Policy 5.2.3 which states that the City should "utilize the framework of the Downtown Village Parking District and the La Mesa Parking Commission to locate and manage parking in Downtown and evaluate the feasibility of a parking structure when warranted by future parking demand".

The Downtown Village Specific Plan (DVSP, p.8) supports the increase in parking as the downtown area grows "to accommodate demand for parking, but should not be provided in a way that will encourage automobile use and not negatively impact pedestrians. Public parking areas should be encouraged. Parking facilities should be available within a reasonably short walk of destinations, so that excessive searching for a parking space is not required."

The Downtown Village Specific Plan (DVSP, p. 49) "recommends seven parking lots distributed throughout the area. Six of these lots could readily accommodate parking structures should future demands and land value dictate. The In-Lieu Parking Fee and the update to the Downtown Commercial (CD) zone parking standards are consistent with applicable land use plans, policies, and ordinances intended to avoid an environmental effect. The project is intended to implement provisions contained in the City's Downtown Village Specific Plan and General Plan. Therefore, no impact would occur.

c) **No Impact.** The proposed project would not conflict with applicable environmental plans, including the regional Multiple Species Conservation Program and the City of La Mesa
Subarea Habitat Conservation Plan. The Downtown Commercial (CD) zone is not located within or near any area proposed for preservation under these plans. Therefore, no impact would occur.

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<thead>
<tr>
<th>Environmental Issues</th>
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<th>No Impact</th>
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**XI. Mineral Resources.**

Would the Project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? ☐ ☐ ☐ ☒

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? ☐ ☐ ☐ ☒

Explanation:

a-b) **No Impact.** No known previous mining of mineral resources has occurred in the project area, and it would not be practical to conduct mineral extraction operations within the Downtown Commercial (CD) zone boundary due its urbanized location. In addition, the Downtown Commercial (CD) zone is designated for commercial land use and is not designated as a locally important mineral resource recovery site delineated on a local general plan. Therefore, no impacts related to mineral resources would occur.

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**XII. Noise.**

Would the Project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies? ☐ ☐ ☒ ☐

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? ☐ ☐ ☒ ☐

c) A substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project? ☐ ☐ ☒ ☐
<table>
<thead>
<tr>
<th>Environmental Issues</th>
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<tr>
<td>d) A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?</td>
<td>☐</td>
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<tr>
<td>e) For a Project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?</td>
<td>☐</td>
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<tr>
<td>f) For a Project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?</td>
<td>☐</td>
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</table>

**Explanation:**

a) **Less Than Significant Impact.** The In-Lieu Parking Fee and zoning ordinance amendment would not directly result in the construction of new parking facilities. The In-Lieu Parking Fee and zoning ordinance amendment implement strategies identified in the La Mesa General Plan. Future development would be required to comply with applicable noise regulations for the Downtown Commercial (CD) zone. Future projects would be subject to project specific environmental review which would evaluate construction and operational noise of new parking facilities. The In-Lieu Parking Fee and zoning ordinance amendment would have a less than significant impact in regard to the generation of noise levels in excess of the established standards.

b) **Less Than Significant Impact.** Refer to response XII.a) above.

c) **Less Than Significant Impact.** The In-Lieu Parking Fee and zoning ordinance amendment is intended to implement policies of the General Plan. Any future growth potentially resulting from implementation of the In-Lieu Parking Fee and zoning ordinance amendment would be consistent with the type and intensity of development anticipated by the General Plan. Compliance with General Plan policies and development regulations would reduce noise impacts resulting from new parking facilities to a less than significant level. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would have a less than significant impact related to permanent increase in ambient noise levels in the Downtown Commercial (CD) zone.

d) **Less Than Significant Impact.** The In-Lieu Parking Fee and zoning ordinance amendment, and would not directly result in the construction of structures. Any future construction that results from implementation of the In-Lieu Parking Fee and zoning ordinance amendments would be subject to environmental review and must comply with adopted noise standards. Therefore no substantial temporary or periodic increase in ambient noise levels in the project vicinity would result.
e) **No Impact.** The Downtown Commercial (CD) zone is not located within two miles of a public airport. The closest airports to the Downtown Commercial (CD) zone are County of San Diego-owned Gillespie Field in El Cajon, located over five miles northeast from the Downtown Commercial (CD) zone, and Montgomery Field, and located over six miles northwest of downtown. The Downtown Commercial (CD) zone is not located within the Airport Influence Area or airplane noise contours for Gillespie Field (ALUC 2010a). The Downtown Commercial (CD) zone is identified as falling within Review Area 2 of the Airport Influence Area for Montgomery Field, and within the Part 77 (Federal Aviation Regulations) Airspace Protection Area, but is outside of Montgomery Field’s airplane noise contours (ALUC 2010b). Therefore, no impact related to airport noise levels would occur.

f) **No Impact.** There are no private airstrips within the vicinity of the Downtown Commercial (CD) zone. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would have no impact related to excessive noise levels in conjunction with a private airstrip.

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<td><strong>XIII. Population and Housing.</strong></td>
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<td>Would the Project:</td>
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<tr>
<td>a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?</td>
<td>☐</td>
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<tr>
<td>b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?</td>
<td>☐</td>
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<tr>
<td>c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?</td>
<td>☐</td>
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</table>
Explanation:

a) **Less Than Significant Impact.** The In-Lieu Parking Fee and zoning ordinance amendment implements policies of the General Plan and would not directly result in the construction of any structures. Establishment of an In-Lieu Parking Fee and zoning ordinance amendment are intended to encourage development within the Downtown district in accordance with the City’s planning documents and policies. The In-Lieu Parking Fee and zoning ordinance amendment would indirectly contribute to population growth. The In-Lieu Parking Fee and zoning ordinance amendment would not result in any impacts which have not been anticipated in applicable planning documents. Therefore, a less than significant impact would occur in regard to substantial population growth in an area that has not been previously anticipated for such growth.

b) **No Impact.** The In-Lieu Parking Fee and zoning ordinance amendment would not involve the demolition of substantial numbers of residential uses because the Downtown Commercial (CD) zone is developed primarily with non-residential uses. The approval and implementation of the project would neither displace substantial numbers of existing housing units, nor necessitate the construction of replacement housing. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would result in no impact.

c) **No Impact.** Refer to response XIII.b) above.

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<tr>
<td>XIV. Public Services.</td>
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</table>

Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

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<tr>
<td>a)</td>
<td>Fire protection?</td>
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<td>b)</td>
<td>Police protection?</td>
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<tr>
<td>c)</td>
<td>Schools?</td>
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<tr>
<td>d)</td>
<td>Parks?</td>
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<tr>
<td>e)</td>
<td>Other public facilities?</td>
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Explanation:

a) **Less Than Significant Impact.** The Downtown Commercial (CD) zone is located in a developed area currently served by existing public services, including fire protection. The La Mesa Fire Department provides fire protection and emergency medical services to the City and provides such services in the project area. The project would not require an increase in police protection services, nor would it result in a need for new school or park facilities. Implementation of the In-Lieu Parking Fee and zoning ordinance amendment would result in an increase in demand for services such as fire protection and emergency...
medical services; however, buildout of the project area has been anticipated in the City's plans and related long-term emergency services planning efforts. Therefore, a less than significant impact would occur.

b) **Less Than Significant Impact.** Refer to response XIV.a) above.

c) **Less Than Significant Impact.** Refer to response XIV.a) above.

d) **Less Than Significant Impact.** Refer to response XIV.a) above.

e) **Less Than Significant Impact.** Refer response XIV.a), above.

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<tr>
<td>XV. Recreation.</td>
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<tr>
<td>a)</td>
<td>Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
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<tr>
<td>b)</td>
<td>Does the Project include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
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</table>

Explanation:

a-b) **Less Than Significant Impact.** Fourteen park sites, with a range of sizes and levels of amenities serve the recreation needs of La Mesa residents. The addition of 7,800 new residents anticipated by the 2012 Centennial General Plan by 2035 does not necessitate the development of new park space, which would be difficult to achieve in a built-out urban environment. Instead, increasing pedestrian access to the existing neighborhood parks and adding recreational amenities within the existing urban fabric are goals of the Recreation and Open Space Element of the 2012 Centennial General Plan.

The In-Lieu Parking Fee and zoning ordinance amendment would not directly increase the population of La Mesa. The In-Lieu Parking Fee and zoning ordinance amendment would indirectly encourage redevelopment within the Downtown Commercial (CD) zone, including additional housing units. However, the Downtown Commercial (CD) zone is already heavily urbanized and existing parks serve the downtown residents including Macarthur Park to the north at University Avenue and La Mesa Boulevard. The In-Lieu Parking Fee and zoning ordinance amendment does not require provision of parkland or recreational facilities because the In-Lieu Parking Fee and zoning ordinance amendment by themselves do not result in increased park use and degradation of the environment. Nor would the In-Lieu
Parking Fee and zoning ordinance amendment require the construction or expansion of recreational facilities. Therefore, a less than significant impact would occur.

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<tr>
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<tr>
<td><strong>XVI. Transportation/Traffic.</strong> Would the Project:</td>
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<tr>
<td>a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?</td>
<td>□</td>
<td>□</td>
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<tr>
<td>c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>e) Result in inadequate emergency access?</td>
<td>□</td>
<td>□</td>
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<tr>
<td>f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?</td>
<td>□</td>
<td>□</td>
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</table>

Explanation:
a-b) **No Impact.** The In-Lieu Parking Fee and zoning ordinance amendment would not directly add new vehicle trips, but could promote the concentration of trips if large parking facilities are constructed. All streets within the Downtown Commercial (CD) zone currently operate at an acceptable level of service (LOS) in accordance with the general plan policy which is LOS E. General Plan Circulation Element Policy CE-1.1.8 states that when a traffic analysis indicates that the LOS for a street reaches “E” or below, the City will determine what improvements or changes in operations are needed to maintain or improve the Level of Service. The City will prioritize improvement projects and identify potential funding sources, including developer contributions and the Capital Improvement Program. Future development would be required to maintain the effective performance of the circulation system in accordance with the general plan standard.

The In-Lieu Parking Fee and zoning ordinance amendment implements policies contained in the 2012 Centennial General Plan and would not stimulate growth not already anticipated within the referenced land use plans. The In-Lieu Parking Fee and zoning ordinance amendment would promote alternatives to meet Downtown Commercial (CD) zone parking standards and increase flexibility to develop in the downtown area. The La Mesa Bicycle Facilities and Alternative Transportation Plan (2012) includes proposed improvements to bicycle and sidewalk facilities within the downtown area. The Bicycle Facilities and Alternative Transportation Plan was designed to avoid significant environmental impacts.

The 2008 Congestion Management Plan for San Diego County was developed to meet the requirements of Section 65089 of the California Government Code. Since that time, the local agencies within San Diego County decided to opt out of the CMP requirements, as allowed by the Government Code. As such, there are no CMP-specific requirements associated with the 2012 Centennial General Plan. Future 2035 conditions include cumulative land use assumptions as described in the 2012 Centennial General Plan. These land use assumptions, as well as the 2035 circulation network, are consistent with land uses, regional roadways, and interchange improvements that are included in SANDAG’s 2050 RTP. As such, the In-Lieu Parking Fee and zoning ordinance amendment would act in accordance with applicable plans, ordinances, and policies establishing measures of effectiveness for the performance of the City’s circulation system. Further, the In-Lieu Parking Fee and zoning ordinance amendment is aligned with SANDAG’s 2050 RTP and therefore would not act in conflict with the regional congestion management program.

c) **No Impact.** The closest airports to the project area are County of San Diego-owned Gillespie Field in El Cajon, located over five miles northeast of the project area, and Montgomery Field, and located over six miles northwest of the project area. The project area is not located within the Airport Influence Area for Gillespie Field (ALUC 2010a). The project area is identified as falling within Review Area 2 of the Airport Influence Area for Montgomery Field, and within the Part 77 (Federal Aviation Regulations) Airspace Protection Area (ALUC 2010b). However, the site is outside of Montgomery Field’s Federal Aviation Administration Height Notification Boundary. The majority of the City lies within Review Area 2 of the ALUCP. Limits on the heights of structures, particularly in areas of high terrain, are the only restrictions on land uses within Review Area 2. The 2012 Centennial General Plan does allow development and redevelopment to occur within Review Area 2, and, under certain land-use designations, such as mixed-use, would allow for greater intensity of uses and taller building heights. However, building and structure height limits would be required to be consistent with the City’s Zoning Ordinance, which would ensure that development and redevelopment within Review Area 2 would be well
within the ALUCP height limits. The In-Lieu Parking Fee and zoning ordinance amendment would not include any features that would otherwise affect air travel. Future development would be subject to the established height limitation of 46-feet in the Downtown Commercial (CD) zone. Therefore, no impact would occur.

d) **No Impact.** The In-Lieu Parking Fee and zoning ordinance amendment would not include the construction of any hazards (e.g., sharp curves or dangerous intersections), and would not result in incompatible uses within the Downtown Commercial (CD) zone. Future development would require site plan and design review to ensure the project meets City development objectives and is compatible with surrounding structures. Therefore, no impact would occur.

e) **No impact.** The In-Lieu Parking Fee and zoning ordinance amendment would not directly result in the construction of any unusual design feature in the layout of streets that would result in inadequate emergency access. The Downtown Commercial (CD) zone is highly developed. Streets and related street improvements are established. The street pattern resembles a grid with multiple points of access to downtown uses. Therefore, no impact would occur.

f) **No Impact.** According to the La Mesa Village Garage Feasibility Study the Downtown Commercial (CD) zone currently has a 365 space parking supply and a 279 space parking demand. The Downtown Commercial (CD) zone area does not exceed 76% occupancy. Bus (Routes 1, 7, 851, 855) and trolley service (La Mesa Station at Spring Street, Orange Line) is provided in the Downtown Commercial (CD) zone. The In-Lieu Parking Fee and zoning ordinance amendment would not include any changes to existing bus stops or transit routes. Transit service is provided by the Metropolitan Transit System. The Downtown Commercial (CD) zone area is pedestrian oriented as envisioned by the Downtown Village Specific Plan. Implementation of the In-Lieu Parking Fee and zoning ordinance amendment would not conflict with or interfere with policies contained in the Circulation Element of the La Mesa General Plan or Specific Plan regarding alternative transportation modes.

2012 Centennial General Plan includes policies that support:
- Reduced parking requirements for development in the downtown area or near transit,
- Use of shared parking provisions for differing land uses on the same subject property,
- Parking-reduction incentives for transit-oriented and mixed-use development, consistent with regional standards, for more-intense development and higher-density residential uses along major transportation corridors or in areas accessible to transit use,
- Development of a set of standards and guidelines for the effective and equitable design and distribution of on-street and off-street parking.

The In-Lieu Parking Fee and zoning ordinance amendment would be consistent with the referenced General Plan policies. Future development would require site plan and design review to ensure the project meets City development objectives and is compatible with surrounding structures. Development of future parking facilities would be built to maintain or support and not decrease the performance or safety of such public transit, bicycle, or pedestrian facilities. Therefore, no impact would occur.
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<tr>
<td>XVI. Utilities and Service Systems.</td>
<td>Would the Project:</td>
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<td>a)</td>
<td>Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?</td>
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<tr>
<td>b)</td>
<td>Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
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<tr>
<td>c)</td>
<td>Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
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<tr>
<td>d)</td>
<td>Have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?</td>
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<tr>
<td>e)</td>
<td>Result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand, in addition to the provider's existing commitments?</td>
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<td>f)</td>
<td>Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?</td>
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<td>g)</td>
<td>Comply with federal, state and local statutes and regulations related to solid waste?</td>
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Explanation:

a) **Less Than Significant Impact.** The project is an In-Lieu Parking Fee and zoning ordinance amendment only. Future development projects are required to comply with the requirements of the applicable municipal stormwater permits issued by the Regional Water Quality Control Board (RWQCB). Therefore, a less than significant impact would occur.

b) **No Impact.** The Downtown Commercial (CD) zone is located within a developed area currently served by existing utilities and utility infrastructure. This Downtown Commercial (CD) zone does not propose development greater than that anticipated in the City's Centennial General Plan and would not require the construction or expansion of water or wastewater treatment facilities. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would not result in an impact.

c) **No Impact.** The Downtown Commercial (CD) zone would not result in a substantial increase in impervious surfaces that would result in increases in runoff flows. Future parking facility projects would be required to comply with the State Water Resources Control Board regulations and prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) prior to parking facility construction. The SWPPP would identify Best Management Practices to control and maintain downstream surface water quality during construction. Therefore, the proposed In-Lieu Parking Fee and zoning ordinance amendment would not result in an impact.

d) **Less Than Significant Impact.** The Helix Water District provides domestic water service to the City of La Mesa. The project would not require access to new supplies of water or the construction of new water treatment or storage facilities. Future parking facilities would require the use of water during project construction to control fugitive dust emission. Further, future parking facilities may also require the use of water for irrigation of street trees. Future parking facilities development would not result in a need to require access to new water supplies because existing supplies are adequate to serve the needs of such facilities. If a drought were to occur, Helix Water District would establish water conservation measures and request the implementation of such measures by water users. The In-Lieu Parking Fee and zoning ordinance amendment would not result in a significant impact to water supply services.

e) **No Impact.** Refer to response XVI.b), above.

f) **Less Than Significant Impact.** Solid waste disposal and recycling services in the City of La Mesa are contracted through EDCO Disposal Corporation. Solid waste is transported to the EDCO Station, located approximately two miles to the southeast of the Downtown Commercial (CD) zone area at 8184 Commercial Street. The EDCO Station is a 4.1-acre large volume transfer and processing facility with a permitted capacity of 1,000 tons of solid waste per day (CalRecycle 2011). Trash is processed at this station and hauled to regional landfills. The In-Lieu Parking Fee and zoning ordinance amendment would not directly generate an incremental increased demand for solid waste disposal.

As the In-Lieu Parking Fee and zoning ordinance amendment is consistent with the 2012 Centennial General Plan land use designation, solid waste generation resulting from project implementation has been anticipated in the City's plans and related long-term solid waste planning efforts. Therefore, a less than significant impact would occur.
g) **No Impact.** The proposed project is an In-Lieu Parking Fee and zoning ordinance amendment intended to implement parking policies included in the La Mesa Centennial General Plan. The In-Lieu Parking Fee and zoning ordinance amendment would not directly result in the construction of any structures. Future parking facilities would be subject to Section 14.27 of the La Mesa Municipal Code which requires demolition projects to divert at least 75% of waste generated on-site, consistent with the California Integrated Waste management Act. The waste must be brought to a recycling or salvage facility, reused on-site, or donated to others. Construction of the future parking facilities would comply with this requirement. The project complies with federal, state, and local regulators because: 1) no waste is generated; 2) existing land fills have capacity; and 3) future development would be evaluated relative to land fill capacity. Therefore, the In-Lieu Parking Fee and zoning ordinance amendment would comply with applicable statutes and regulations for solid waste. No impact would occur.

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<td><strong>XVII. Mandatory Findings Of Significance.</strong></td>
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<tr>
<td>a) Does the Project have the potential to degrade the quality of the environment,</td>
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<td>substantially reduce the habitat of a fish or wildlife species, cause a fish or</td>
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<td>![ ]</td>
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<td>![x]</td>
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<tr>
<td>wildlife population to drop below self-sustaining levels, threaten to eliminate a</td>
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<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
<tr>
<td>plant or animal community, reduce the number or restrict the range of rare or</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
<tr>
<td>endangered plants or animals, or eliminate important examples of the major periods</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
<tr>
<td>of California history or prehistory?</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
<tr>
<td>b) Does the Project have impacts that are individually limited, but cumulatively</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
<tr>
<td>considerable? &quot;Cumulatively considerable&quot; means that the incremental effects of a</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
<tr>
<td>Project are considerable when viewed in connection with the effects of past Projects,</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
<tr>
<td>the effects of other current Projects, and the effects of probable future Projects.</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
<tr>
<td>c) Does the Project have environmental effects that will cause substantial adverse</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
<tr>
<td>effects on human beings, either directly or indirectly?</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![x]</td>
</tr>
</tbody>
</table>
Explanation:

a) **No Impact.** Based on evaluation and discussions contained in this Initial Study, the proposed In-Lieu Parking Fee and zoning ordinance amendment would not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history. Future parking facility projects would be subject to CEQA, and if applicable, would include mandatory requirements described in the conditions of approval or mitigation measures to avoid the potential for significant impacts to unknown examples of important pre-history that may occur on buildings sites.

There are no known habitat, wildlife, or fish species in the Downtown Commercial (CD) zone, nor is there a known animal community in the downtown area. Although the subject area does not qualify as an historic district, there are historic resources in the Downtown Commercial (CD) zone. However, the project would not threaten any important examples of history or prehistory. Future parking facility development be subject to compliance with the City’s plans, policies and ordinances intended to maintain this quality of the environment including biological and cultural resources. No impact would occur.

b) **No Impact.** The proposed project is an In-Lieu Parking Fee and zoning ordinance amendment to adjust Downtown Commercial (CD) zone parking standards. The In-Lieu Parking Fee and zoning ordinance amendment implements policies contained in the General Plan and would not stimulate growth not already anticipated within the referenced land use plans, and analyzed in the corresponding environmental documents. Implementation of the policies would likely stimulate development within the Downtown Commercial (CD) zone consistent with the City's planning documents.

Past development activity within the Downtown Commercial (CD) zone has been at modest levels, at best, since adoption of the Downtown Village Specific Plan in 1990. The City of La Mesa commenced construction on a Downtown Village Streetscape Improvement project in 2014 to improve pedestrian amenities along La Mesa Boulevard and certain nearby streets. This should promote walkability and the use of alternative modes of transportation. A probable future project in the next ten years would be the development of the former police station at the southwest corner of Allison Avenue and Spring Street and improvements to the civic center as funding becomes available.

The In-Lieu Parking Fee and zoning ordinance amendment would not result in development in excess of what has been previously anticipated. Projects proposed within the Downtown Commercial (CD) zone that are not compliant with applicable city plans and policies, or that may result in unanticipated impacts to the environment would be subject to project specific environmental review. The In-Lieu Parking Fee and zoning ordinance amendment would not result in impacts that are individually limited but cumulatively considerable. No environmental impact would occur because of project implementation.

c) **No Impact.** The In-Lieu Parking Fee and zoning ordinance amendment would not directly or indirectly cause adverse environmental effects on humans. The project would promote alternatives to meeting Downtown Commercial (CD) zone parking standards and increase flexibility to develop in the Downtown Commercial (CD) zone. Parking facility building sites are identified in the Downtown Village Specific Plan; however, designs have not been developed. The In-Lieu Parking Fee and zoning ordinance amendment would support funding the construction of parking facilities to serve the downtown.
operation of future projects are subject to project specific environmental review. No significant safety or hazard impacts were identified in this Initial Study document. Therefore, no impact would occur.

---

### Environmental Factors That Could Result in a Potentially Significant Impact

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- Aesthetics
- Biological Resources
- Greenhouse Gas Emissions
- Land Use / Planning
- Population/Housing
- Transportation/Traffic
- Agriculture and Forestry Resources
- Cultural Resources
- Hazards & Hazardous Materials
- Mineral Resources
- Public Services
- Utilities/Services Systems
- Air Quality
- Geology/Soils
- Hydrology/Water Quality
- Noise
- Recreation
- Mandatory Findings of Significance

---

### Environmental Determination

On the basis of this initial evaluation:

- [x] I find that the proposed Project could not have a significant effect on the environment, and a **Negative Declaration** will be prepared.

- [ ] I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A **Mitigated Negative Declaration** will be prepared.

- [ ] I find that the proposed Project MAY have a significant effect on the environment, and an **Environmental Impact Report** is required.

- [ ] I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **Environmental Impact Report** is required, but it must analyze only the effects that remain to be addressed.

- [ ] I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR or Negative Declaration** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR or Negative Declaration**, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

---

Signed

Howard Lee, Associate Planner

Date 9/23/14

City of La Mesa
September 23, 2014

In-Lieu Parking Fee
Initial Study
Tables:

Table 1: Project Types that Require GHG Analysis and Mitigation (CAPCOA 2008)

Figures:

Figure 1: Regional Location Map
Figure 2: Vicinity Map with boundary of the CD zone

References:

California Air Pollution Control Officers Association (CAPCOA)

California Department of Resources Recycling and Recovery (CalRecycle)

City of La Mesa (City)
1990 Downtown Village Specific Plan.
2003 Historic Resources Inventory. As amended.
2012 2012 Centennial General Plan.
1998 Subarea Habitat Conservation Plan/Natural Community Conservation Plan.

Demér, Thomas A. and Walsh, Stephen L. (Deméré and Walsh)
 n.d. Paleontological Resources – County of San Diego. Department of Paleontology, San Diego Natural History Museum.

San Diego Association of Governments (SANDAG)

San Diego County Airport Land Use Commission (ALUC)
RESOLUTION NO. PC-2014-20

A RESOLUTION RECOMMENDING THE AMENDMENT OF TITLE 12 AND CHAPTER 24.04 OF THE LA MESA MUNICIPAL CODE RELATED TO PARKING STANDARDS AND ESTABLISHING AN OPTIONAL IN-LIEU PARKING FEE FOR REQUIRED OFF-STREET PARKING FOR NON-RESIDENTIAL DEVELOPMENT IN THE DOWNTOWN COMMERCIAL (CD) ZONE

WHEREAS, the City Council desires to provide alternatives to on-site required parking for non-residential development in the Downtown Commercial (CD) zone in order to promote economic development and business growth;

WHEREAS, the 2012 General Plan supports the provision of the In-lieu Parking Fee through its goals, objectives and policies;

WHEREAS, the Downtown Village Specific Plan goals and policies address the need for a sufficient supply of public parking to accommodate the increasing demand for parking attributable to business growth anticipated to occur over time;

WHEREAS, reduced parking standards in the Downtown Commercial (CD) zone supports regional planning objectives and principles of Smart Growth;

WHEREAS, Ordinance amendments to Title 12 establishes an "In-Lieu Parking Fee" as a functional equivalent to providing required off-street parking for non-residential development in the Downtown Commercial (CD) zone;

WHEREAS, Ordinance amendments to Title 12 provide an option for an applicant for development to request an In-Lieu Parking Fee; and

WHEREAS, Ordinance amendments to Title 12 provide that the amount of the In-Lieu Parking Fee shall be set by City Council resolution.

WHEREAS, the Planning Commission of the City of La Mesa did hold a duly noticed public hearing on October 15, 2014 and accepted public testimony in considering Zoning Ordinance Amendment ZOA 13-01 amending Title 12 and Chapter 24.04 of the La Mesa Municipal Code related to parking standards and establishing an optional In-Lieu Parking Fee for required off-street parking for non-residential development in the Downtown Commercial (CD) zone;

WHEREAS, the Planning Commission did receive and consider a staff report for the zoning ordinance amendment;

WHEREAS, the Planning Commission did consider an Initial Study and Draft Negative Declaration prepared in accordance with the California Environmental Quality Act.

THE PLANNING COMMISSION FINDS AND DETERMINES AS FOLLOWS:

1. The proposed amendments to Title 12 and Chapter 24.04 of the La Mesa Municipal Code are consistent with the goals and objectives of the City of La Mesa General Plan.
NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE PLANNING COMMISSION
OF THE CITY OF LA MESA AS FOLLOWS:

1. The foregoing findings of fact and determinations are true and hereby made a
   part hereof.

2. The Planning Commission recommends that the City Council adopt Zoning
   Ordinance Amendment ZOA 13-01 amending Title 12 and Chapter 24.04 of the La Mesa
   Municipal Code related to parking standards and establishing an optional In-Lieu Parking Fee
   for required off-street parking for non-residential development in the Downtown Commercial
   (CD) zone as shown on the attached Exhibits A and B:

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of
La Mesa, California, held the 15th day of October, 2014, by the following vote, to wit

AYES: Chairman Alvey, Commissioners Keene, Hawkins, Hurd-Glenn,
Hottel, Levy, and Newland.

NOES:
ABSENT:
ABSTAIN:

I, Howard Lee, Deputy Secretary of the City of La Mesa Planning Commission, do
hereby certify the foregoing to be a true and exact copy of Resolution PC-2014-20, duly passed
and adopted by the Planning Commission.

[Signature]
Howard Lee, Deputy Secretary
La Mesa Planning Commission

E:\cp2014\Resolutions\PC\pc2014-20.docm
ORDINANCE NO. _______

AN ORDINANCE AMENDING TITLE 12 OF THE LA MESA MUNICIPAL CODE TO ESTABLISH AN OPTIONAL IN-LIEU PARKING FEE FOR REQUIRED OFF-STREET PARKING FOR NON-RESIDENTIAL DEVELOPMENT IN THE DOWNTOWN COMMERCIAL (CD) ZONE

WHEREAS, the City Council desires to provide alternatives to on-site required parking for non-residential development in the Downtown Commercial (CD) zone in order to promote economic development and business growth;

WHEREAS, this Ordinance establishes an in-lieu parking fee as a functional equivalent to providing required off-street parking for non-residential development in the Downtown Commercial (CD) zone (“In-Lieu Parking Fee”);

WHEREAS, this Ordinance provides an option for an applicant for development to request an In-Lieu Parking Fee; and

WHEREAS, this Ordinance provides that the amount of the In-Lieu Parking Fee shall be set by City Council resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA MESA DOES ORDAIN AS FOLLOWS:

SECTION 1. A new Section 12.04.095 entitled “In-Lieu Parking Fee— Definition” is hereby added to the La Mesa Municipal Code to read as follows.

"In-Lieu Parking Fee – Definition

‘In-Lieu Parking Fee’ means the payment of a fee as requested by an applicant for non-residential development in the Downtown Commercial (CD) zone, characterized by the following: i) subject to availability as determined by the Community Development Director, ii) in an amount established by City Council resolution, iii) in-lieu of providing required on-site parking, and iv) used for financing and development of public parking facilities in the Downtown Commercial (CD) zone.”

SECTION 2. A new Chapter 12.65 entitled “In-Lieu Parking Fee” is hereby added to the La Mesa Municipal Code to read as follows:

"IN-LIEU PARKING FEE

Sections:
12.65.010 Purpose,
12.65.020 In-Lieu Parking Fee— Availability— Requirements,
12.65.030 Use of Funds,
12.65.040 Adjustment of Fees.

12.65.010 PURPOSE.
The In-Lieu Parking Fee serves as an option to an applicant for development subject to certain terms and conditions for the purpose of establishing a functional equivalent to required off-street parking in the Downtown Commercial (CD) zone. The In-Lieu Parking Fee promotes economic development and business growth in the Downtown Commercial (CD) zone by allowing applicants for development the option to contribute to future public parking facilities in the Downtown Commercial (CD) zone in lieu of providing parking on site. Any In-Lieu Parking Fees collected shall be and are intended for the financing and development of future public parking facilities in the Downtown Commercial (CD) zone.

12.65.020 IN-LIEU PARKING FEE—AVAILABILITY—REQUIREMENTS.

An applicant’s request for an In-Lieu Parking Fee shall be subject to availability as determined by the Community Development Director pursuant to an annual assessment based upon the supply and demand of available public parking spaces in the Downtown Commercial (CD) zone. A Site Development Plan for the In-Lieu Parking Fee shall be required. The In-Lieu Parking Fee shall be paid upon issuance of any building permit related to a proposed development.

12.65.030 USE OF FUNDS.

Any In-Lieu Parking Fees collected shall be used for financing and development of future public parking facilities in the Downtown Commercial (CD) zone. The fees paid shall be placed in a separate dedicated fund for this purpose.

12.65.040 ADJUSTMENT OF FEES.

The amount of the In-Lieu Parking Fee shall be subject to a biennium adjustment tied to the Consumer Price Index rate or comparable construction trade index for structured parking.

SECTION 3. This Ordinance shall be effective 30 days after its adoption and the City Clerk shall certify to the adoption of this Ordinance and cause the same to be published at least once in the East County Californian within 15 days of its adoption.

INTRODUCED AND READ at a Regular meeting of the City Council of the City of La Mesa, California, held the _____ day of _________ 2015, and thereafter PASSED AND ADOPTED at a Regular meeting of said City Council held the _____ day of _________ 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED:

MARK ARAPOSTATHIS, Mayor
ATTEST:

MARY J. KENNEDY, CMC, City Clerk

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and correct copy of Ordinance No. 2015_, duly passed and adopted by the City Council of said City on the date and by the vote therein recited and that the same has been duly published according to law.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)
ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 24.04 OF THE LA MESA MUNICIPAL CODE RELATED TO PARKING STANDARDS AND ESTABLISHING AN OPTIONAL IN-LIEU PARKING FEE FOR REQUIRED OFF-STREET PARKING FOR NON-RESIDENTIAL DEVELOPMENT IN THE DOWNTOWN COMMERCIAL (CD) ZONE

WHEREAS, the City Council desires to provide alternatives to on-site required parking for non-residential development in the Downtown Commercial (CD) zone in order to promote economic development and business growth; and

WHEREAS, reduced parking standards in the Downtown Commercial (CD) zone supports regional planning objectives and principles of Smart Growth.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA MESA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 24.04.020.D.2. of the La Mesa Municipal Code is hereby amended to read as follows:

"2. Zone CD or Parking District No. 1. No additional parking shall be required for the increase in occupant load for an existing building in Zone CD or Parking District No. 1. Additional parking in Parking District No. 1 and in the Central Area Redevelopment project shall be required only for an increase in floor area of existing buildings. (This exemption shall not apply to newly constructed buildings), (Ord. 2264; June 25, 1981). The requirement for off-street parking may be satisfied through payment of an optional In-Lieu Parking Fee pursuant to Chapter 12.65 on a per parking space basis for non-residential development."

SECTION 2. Section 24.04.020.G.2. of the La Mesa Municipal Code is hereby amended to read as follows:

"2. The requirement for off-street parking for uses and structures within the Downtown Commercial (CD) zone, "Parking District No. 1" or the "Central Area Redevelopment Project." When reviewing a request for modification, the commission shall find that the proposed modification will not increase traffic congestion due to an overburden of the surrounding on- and off-street parking. All applicants shall provide a study of surrounding parking space availability for current uses and of needed parking for the proposed use. Said study shall include data prescribed by the director of planning."

SECTION 3. Section 24.04.040.A. of the La Mesa Municipal Code is hereby amended to read as follows:

"A. PARKING AND ACCESS REQUIRED ON SAME BUILDING SITE—EXCEPTIONS. All required parking areas and driveways to such parking areas shall be on the same building site with the buildings or uses they are to serve except such parking areas may be located on another site if (i) there is a traversable pedestrian route not more than 300 feet in length over and along public streets or walkways or permanently established and improved easements between the proposed parking site and the buildings or uses it is to serve; (ii) such site is classified in any C or M zone or in any R zone, if a conditional use permit has been issued for such parking; (iii) all persons owning an interest in the proposed site have executed and recorded in the office of the County Recorder a written declaration of
covenants and restrictions in a form approved by the City Attorney, guaranteeing that such site shall furnish the required number of required parking spaces on a continuing basis for the affected lot; (iv) the parking site is posted with a sign identifying it for use with the particular lot and business to which it is accessory. **Off-site parking requirements in the Downtown Commercial (CD) zone may be satisfied through payment of an optional In-lieu Parking Fee pursuant to Chapter 12.65 on a per parking space basis for non-residential development.**

SECTION 4. Section 24.04.050 Table of Requirements of the La Mesa Municipal Code is hereby amended and renumbered to read as follows:

"All uses and structures in the city regardless of zoning shall be required to have the number of parking spaces specified in the following "Table of Requirements" subject to Section 24.04.020C and D. (Ord. 2227; June 26, 1980)

<table>
<thead>
<tr>
<th>Category</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>G. SHOPPING CENTERS AND ALL USES WITHIN ZONE CD</td>
<td>1 per each 250 s.f. GLA for all uses and structures</td>
</tr>
<tr>
<td>G. SHOPPING CENTERS</td>
<td>1 per each 250 s.f. GLA</td>
</tr>
<tr>
<td>H. ALL NON-RESIDENTIAL USES WITHIN ZONE CD ****</td>
<td>3 per each 1,000 s.f. GLA</td>
</tr>
<tr>
<td>I. ALL RESIDENTIAL USES WITHIN ZONE CD</td>
<td>1.5 per dwelling unit</td>
</tr>
<tr>
<td>H.J. RESTAURANTS</td>
<td>1 for each 250 s.f. GLA, exclusive of the dining area, plus 1 for each 3 persons seating capacity in the dining room</td>
</tr>
<tr>
<td>H.-J. (1) RESTAURANT WITH AN ONSITE ALCOHOLIC BEVERAGE PRODUCTION USE</td>
<td>1 for each 250 s.f. GLA, for office/retail area, plus 1 for each 3 persons seating capacity in the dining room; and 1 per each 800 s.f. of GLA for the alcoholic beverage production use</td>
</tr>
<tr>
<td>H.K. OFFICES</td>
<td>1 for each 200 s.f. GLA</td>
</tr>
<tr>
<td>(1) Medical, dental, or surgical offices</td>
<td>1 for each 300 s.f. GLA</td>
</tr>
<tr>
<td>(2) Other professional offices and financial institutions</td>
<td>1 per each 800 s.f. GLA</td>
</tr>
<tr>
<td>J-L. MANUFACTURING</td>
<td>1 per each 800 s.f. of GLA; plus 1 for each 3 persons seating capacity in any tasting/sampling room</td>
</tr>
<tr>
<td>J-L. (1) ALCOHOLIC BEVERAGE PRODUCTION</td>
<td>1 per each 1,000 s.f. of GLA</td>
</tr>
<tr>
<td>K-M. WHOLESALING AND WAREHOUSING</td>
<td></td>
</tr>
<tr>
<td>L.N. AUTOMOBILE SALES</td>
<td>1 per each 1,000 s.f. GLA of indoor showroom display area plus requirements for auxiliary uses</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>M.O. FURNITURE AND APPLIANCE STORES (where large display area is necessary)</td>
<td>1 per each 600 s.f. GLA</td>
</tr>
<tr>
<td>N.P. MINI-WAREHOUSE STORAGE FACILITIES</td>
<td>6 spaces adjacent to the office/manager's unit and a 9 foot wide loading/parking aisle within any driveway adjacent to building walls containing storage bay doors in addition to the required aisle width for Fire Department access. In addition 1 loading space is required adjacent to all ground level entrances in multi-story facilities which provide more than one entrance to an upper level with adjoining vehicle access. If only one entrance is provided to a second story facility, 2 loading spaces are required adjacent to the entrance.</td>
</tr>
<tr>
<td>O.O. OTHER USES (except parking garages)</td>
<td>1 per each 250 s.f. GLA</td>
</tr>
</tbody>
</table>

NOTES:

* Where residential uses are permitted in connection with any other use, the required parking shall be physically separated from other required parking and made exclusively available for the residential use.

** Of the required spaces, of one space per dwelling unit shall be assigned to non-resident guests, delivery service, tradesmen, etc. and established in a convenient location, except within a garage. The area of such parking and each space shall be identified by appropriate signs.

*** Of the required parking spaces, one space shall be assigned to each dwelling unit. One or more additional spaces may be assigned to a dwelling unit. However, such additional spaces shall count towards the total required spaces for the development only to the extent of the requirement for the individual unit. The space requirement for non-residents, guests, etc. shall not be reduced.

**** Further parking reductions and modifications for additional GLA shall not apply in the Downtown Commercial (CD) zone. Pursuant to Chapter 12.65, the In-lieu Parking Fee shall be made available as an option for satisfying off-street parking requirements in the Downtown Commercial (CD) zone. The maximum number of in-lieu parking spaces allowed for a non-residential development shall be limited to 60 spaces per project as determined by the Community Development Director. In the event that an existing building is demolished, no replacement credit toward the number of required parking spaces for the new building shall be granted. A Site Development Plan for the In-lieu Parking Fee option shall be required. Applications for the use of the In-lieu Parking Fee are limited based upon the supply and demand of available public parking spaces in the Downtown Commercial (CD) zone as determined by the Community Development Director through an annual assessment."
SECTION 5. This Ordinance shall be effective 30 days after its adoption and the City Clerk shall certify to the adoption of this Ordinance and cause the same to be published at least once in the East County Californian within 15 days of its adoption.

INTRODUCED AND READ at a Regular meeting of the City Council of the City of La Mesa, California, held the _____ day of _________ 2015, and thereafter PASSED AND ADOPTED at a Regular meeting of said City Council held the _____ day of _________ 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED:

MARK ARAPOSTATHIS, Mayor

ATTEST:

MARY J. KENNEDY, CMC, City Clerk

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and correct copy of Ordinance No. 2015-____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited and that the same has been duly published according to law.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)
RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA
ADOPTING AN IN-LIEU PARKING FEE FOR FISCAL YEAR 2014-2015

WHEREAS, the City Council, at its regularly noticed meeting of January 27, 2015 approved Ordinance Amendments to establish an In-lieu Parking Fee in the Downtown Commercial (CD) Zone;

WHEREAS, the In-Lieu Parking Fee is intended to allow for the funding and development of public parking facilities in the CD Zone;

WHEREAS, the City Council desires to provide alternatives to on-site required parking for non-residential development in the Downtown Commercial (CD) zone in order to promote economic development and business growth; and

WHEREAS, the related In-Lieu Parking Fee Ordinance provides an option for an applicant for development to request an In-Lieu Parking Fee.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Mesa that the Fiscal Year 2014-2015 Fee Schedule is hereby amended to establish the In-Lieu Parking Fee at $25,000 per parking space and the amount of the In-Lieu Parking Fee shall be subject to a biennium adjustment as described in Section 12.65.040 of the La Mesa Municipal Code.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 27th day of January 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2015—__, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY