

6/30/2020  
(O-2020-124) #5JA

ORDINANCE NUMBER O- 21204 (NEW SERIES)

DATE OF FINAL PASSAGE JUL 06 2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE SALE OF AN APPROXIMATELY 135.12-ACRE PORTION OF THE REAL PROPERTY LOCATED AT 9449 FRIARS ROAD IN MISSION VALLEY, COMMONLY KNOWN AS THE SAN DIEGO COUNTY CREDIT UNION STADIUM SITE, AND APPROVING VARIOUS RELATED ACTIONS.

WHEREAS, on November 6, 2018, the voters of the City of San Diego (City) approved Measure G, a citizen’s initiative measure partially codified in San Diego Municipal Code section 22.0908, which governs the City’s sale of a portion of the real property located at 9449 Friars Road, San Diego, California, commonly known as the San Diego Credit County Credit Union stadium site (Stadium Site); and

WHEREAS, in compliance with Measure G, the City and the Board of Trustees of the California State University, the State of California acting in its higher education capacity, on behalf of San Diego State University (CSU), have negotiated that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions (Purchase Agreement), a copy of which is included as Attachment A to the staff report accompanying this Ordinance (Staff Report); and

WHEREAS, unless otherwise specified, all capitalized terms in this Ordinance have the same meaning ascribed to them either in the Purchase Agreement or certain attachments to the Purchase Agreement, depending on the context; and

WHEREAS, the Purchase Agreement contemplates the City’s sale to CSU of real property and related improvements comprising approximately 135.12 acres of the Stadium Site, and a legal description of such real property is included in Attachment 2-A to the Purchase Agreement (collectively, Acquisition Site); and

WHEREAS, consistent with Measure G, the Purchase Agreement requires CSU to demolish the Existing Stadium on the Acquisition Site and develop and construct certain improvements and uses on the Acquisition Site, such as the New Stadium with a capacity for 35,000 persons, a minimum of 22 acres of passive and active recreation space, facilities for educational, research, entrepreneurial, and technology programs, commercial and retail uses, hotel rooms to support visitors to campus and stadium-related events, affordable and market-rate residential units, and trolley and other public transit improvements; and

WHEREAS, also consistent with Measure G, the Purchase Agreement requires CSU to develop, construct, and maintain in perpetuity, all at CSU's sole expense, the River Park Improvements on the approximately 34.6-acre River Park Property, which is City-owned land contiguous to the southern boundary of the Acquisition Site; and

WHEREAS, CSU's development and construction obligations with respect to the Acquisition Site and the River Park Property are set forth in Attachment 21 to the Purchase Agreement, entitled Declaration of Covenants, Conditions, and Restrictions Regarding Development, Operation, and Maintenance of SDSU Mission Valley Property, which will be recorded in the local land records upon the Closing – i.e., when the City conveys to CSU fee title ownership of the Acquisition Site by Grant Deed; and

WHEREAS, CSU is a state agency responsible for developing and constructing campuses and improvements to support CSU's students and employees in a manner that furthers the field of public higher education; and

WHEREAS, the improvements and uses required to be developed by CSU on the Acquisition Site will further CSU's governmental mission by providing increased educational facilities and capacity for additional students, new housing that will assist in recruitment and

retention of both staff and students, a stadium for the San Diego State University (SDSU) football team and potential sports partners, park and recreation space integral to campus life and student health, and public transportation improvements that will connect SDSU's existing campus to its new Mission Valley campus; and

WHEREAS, CSU's anticipated improvements and uses on the Acquisition Site will serve bona fide governmental purposes as required by San Diego Charter section 221, and bona fide public purposes as defined by San Diego Municipal Code section 22.0908(x)(1), as further described in Attachment E to the Staff Report; and

WHEREAS, the City and CSU (collectively, Parties) negotiated \$86,200,000 as the Base Purchase Price for the Acquisition Site, based on an independent appraisal of the Acquisition Site that provides an opinion of the fair market value of the Acquisition Site in effect on September 30, 2017, as required by Measure G and as further discussed in Attachment C to the Staff Report; and

WHEREAS, the ownership percentages of the City's General Fund and the City's Water Utility Fund in the Acquisition Site are 61.3 percent and 38.7 percent, respectively; and

WHEREAS, the Purchase Agreement confirms that the Base Purchase Price for the Acquisition Site will be increased to arrive at the Final Adjusted Purchase Price payable by CSU to the City upon the Closing, as follows: (a) if the Closing occurs on or before the Primary Target Closing Date (which is within ten Business Days after the Effective Date of the Purchase Agreement), then the Base Purchase Price will be increased by applying an annual index adjustment factor of 2.149 percent (Time-Value Adjustment Factor), compounded monthly from October 1, 2017 through the Closing Date, to 38.7 percent of the Base Purchase Price (attributable to the Water Utility Fund's ownership interest); and (b) if the Closing occurs after

the Primary Target Closing Date through no fault of the City, then in addition to the increase described in clause (a) above, the Base Purchase Price will be increased by applying the Time-Value Adjustment Factor to the remaining 61.3 percent of the Base Purchase Price (attributable to the General Fund's ownership interest) from the Primary Target Closing Date through the Closing Date; and

WHEREAS, the Purchase Agreement states that, upon the Closing, CSU will grant to the City certain easements, as more fully set forth in Attachments 30 and 32 to the Purchase Agreement, allowing for the City's ongoing use, operation, maintenance, repair, and replacement of existing water, sewer, and storm water infrastructure; and

WHEREAS, the Purchase Agreement requires the Parties to cooperate to approve a Parcel Map in accordance with each Party's own approval process that will complete lot line adjustments for the Acquisition Site, the River Park Property, and additional City-owned property to the south of the River Park Property, and will also authorize the dedication of certain public easements and rights-of-way in favor of the City and grant utility easements in favor of CSU on the River Park Property, all as conceptually depicted on the Preliminary Parcel Map, which is Attachment 34 to the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides that either Party may elect to abandon the Parcel Map process if certain conditions are met to ensure the necessary dedication of public easements and rights-of-way and other easements as conceptually depicted on the Preliminary Parcel Map; and

WHEREAS, Section 11.1 of the Purchase Agreement requires the City to set aside upon the Closing, in a separate escrow account, \$1,500,000 of the General Fund's portion of the net sale proceeds to reimburse CSU for its actual costs incurred in the future for site development

activities on the Acquisition Site that the Mayor reasonably determines will serve a valid public purpose and benefit the City, such as relocating City utilities or development of other public facilities, provided that these funds may not be used to pay for the demolition of the Existing Stadium or the design, construction, or maintenance of the New Stadium or the River Park Improvements; and

WHEREAS, Section 11.2 of the Purchase Agreement requires the City contribute certain funds to be used for the cost of the Feasibility Exploration, including preliminary design and environmental review in compliance with the California Environmental Quality Act (CEQA) and (if applicable) the National Environmental Policy Act (NEPA), regarding the potential future construction of Fenton Parkway Bridge, which is a bridge to extend Fenton Parkway south across the San Diego River to Camino Del Rio North; and

WHEREAS, more specifically, the City's funding contribution toward the Feasibility Exploration for the proposed Fenton Parkway Bridge will include: (a) the City's allocation of existing funds within Mission City Parkway Bridge / San Diego River Fund No. 400247 (Fund No. 400247), which includes a balance of \$2,324,559.32 comprising developer contributions and accrued interest thereon; and (b) the City's deposit of \$2,000,000 of the General Fund's portion of the net sale proceeds into Fund No. 400247 or another designated fund upon the Closing; and

WHEREAS, Section 3.2 of the Purchase Agreement states that, if the Closing is delayed beyond the Primary Target Closing Date for any reason other than the City's default, the Parties will immediately sign the CSU Interim Lease, which is an interim lease in the form of Attachment 36 to the Purchase Agreement, at which time CSU will assume all responsibilities and obligations relating to the Stadium Site, including the Existing Stadium; and

WHEREAS, the CSU Interim Lease, if signed due to a delay in the Closing, will supersede the CSU Existing Occupancy Agreement between the Parties related to CSU's current use of Existing Stadium (an agreement that mainly allocates the maintenance and repair obligations for the Existing Stadium to the City), and the CSU Existing Occupancy Agreement will terminate as of the effective date of the CSU Interim Lease; and

WHEREAS, Section 3.3 of the Purchase Agreement states that, if the Closing is delayed beyond the Primary Target Closing Date for any reason other than the City's default, the Parties will also be required to negotiate in good faith a more complete CSU New Lease based on the material terms set forth in Attachment 15 to the Purchase Agreement; and

WHEREAS, Attachment 21 to the Purchase Agreement requires CSU to provide the Community Benefit Additional Contribution, in the amount of \$5,000,000, by constructing specific traffic-related improvements that will benefit the community as a whole (Community Benefit Traffic Improvements) and making a cash payment to the City equal to \$5,000,000 less CSU's total costs (currently estimated to be \$2,434,000) of constructing the Community Benefit Traffic Improvements; and

WHEREAS, Attachment 21 to the Purchase Agreement further requires CSU to pay to the City the Traffic Mitigation Measure Contribution of \$390,000, which is the City's good-faith estimate of the City's costs to complete improvements that will optimize the traffic signal timing at certain street intersections to mitigate off-site traffic impacts associated with the full build-out of CSU's development project, as contemplated in the Final EIR; and

WHEREAS, CSU's obligation to develop, construct, and maintain in perpetuity, the River Park Improvements on the City-owned River Park Property is described in Attachments 26, 27, 28, and 31 to the Purchase Agreement (collectively, River Park Agreements), which

include the grant of an easement for park and recreation purposes, a River Park development agreement, a River Park maintenance and operation agreement, and an easement agreement for utilities located in the River Park that will benefit the Acquisition Site; and

WHEREAS, the River Park Agreements reserve certain rights in favor of the City's Public Utilities Department, and specifically the City's water and sewer utilities, to use the River Park Property (a real property asset of the Water Utility Fund) for existing and future utility uses to ensure that the City is able to meet the needs of the City's utility ratepayers for these services and to comply with the City's water and sewer bond covenants; and

WHEREAS, the River Park Agreements allow CSU to construct and maintain three storm water best management practice structures (collectively, Storm Water BMPs) on the River Park Property to treat the runoff from the Acquisition Site, as well as some runoff from the River Park Property, while also providing passive park space and educational opportunities; and

WHEREAS, the City's Public Utilities Department and the City's Real Estate Assets Department have agreed upon a compensation arrangement by which the City's General Fund will pay annual rent to the Water Utility Fund in the amount of \$77,850, subject to a future escalator of ten percent every five years (Compensation Arrangement), to account for the shared use of the River Park Property, a real property asset of the Water Utility Fund, for both park and recreation purposes and existing and planned future utility purposes; and

WHEREAS, the Compensation Arrangement is based on three main factors, which include: (a) the annual fair market rent of a ground leasehold interest for virtually exclusive rights in the River Park Property has been independently appraised at a value of \$155,700, as shown in the restricted appraisal report included as Attachment D to the Staff Report; (b) the PSA and the River Park Agreements will not allow exclusive use of the River Park Property for

park and recreation purposes, and instead will allow a continuing shared use of the River Park Property for both utility and non-utility purposes and will confirm the City's reservation of easement and access rights over significant portions of the River Park Property for utility purposes; and (c) the Water Utility Fund will not be responsible for paying any increased costs incurred to repair or replace the River Park Improvements or any other improvements that serve non-utility purposes, unless otherwise agreed to by the City's Public Utilities Department; and

WHEREAS, the Compensation Arrangement is further described in one of the Council's action items below in this Ordinance; and

WHEREAS, the Council has not taken, and is not required to take, any formal action under the California Surplus Land Act declaring that the Acquisition Site is not needed for the City's use, because the City is selling the Acquisition Site in compliance with Measure G; and

WHEREAS, nonetheless, if the City did take such formal action under the California Surplus Land Act, the City's sale of the Acquisition Site would constitute the sale of "exempt surplus property" pursuant to California Government Code section 54221(f)(1)(D), because the Acquisition Site is real property that the City is transferring to a state agency (i.e., CSU) for that agency's use; and

WHEREAS, the City's Public Utilities Department has determined that the Water Utility Fund's portion of the Acquisition Site is not necessary for the proper operation of the City's water system and may be sold to CSU, and that the Sale Transaction contemplated by the Purchase Agreement, which provides for CSU's grant of certain easements to the City and the City's reservation of certain rights, including the City's Pueblo water rights and groundwater management rights, will not negatively impact the net revenues of the City's water or sewer systems; and



WHEREAS, San Diego Charter section 77 requires all proceeds from the sale of City-owned real property that is an asset of the General Fund to be used for one or more of three purposes: (a) for the acquisition and construction of permanent public improvements; (b) to reimburse the General Fund for prior capital expenditures and financing costs associated with the acquisition and construction of permanent public improvements; or (c) for the replacement of permanent public improvements; and

WHEREAS, San Diego Charter section 53 requires that all of the City's Water Utility revenues be deposited into the Water Utility Fund; and

WHEREAS, San Diego Charter section 99 requires that this Ordinance be adopted by a two-thirds majority vote of the Council, because the Purchase Agreement includes obligations to expend certain City funds (such as the City's funding commitments under Sections 11.1 and 11.2 of the Purchase Agreement), which obligations could extend beyond five years; and

WHEREAS, the Council has held a public hearing, and has reviewed and considered the written and verbal testimony and evidence presented at or before the public hearing, regarding the subject matter of this Ordinance; NOW, THEREFORE,

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

Section 1. For the reasons described in Part 2 of Attachment E to the Staff Report, and in compliance with San Diego Charter section 221, the Council finds that the City's sale of the Acquisition Site to CSU, a governmental agency, is for bona fide governmental purposes.

Section 2. For the reasons described in Part 3 of Attachment E to the Staff Report, and in compliance with Measure G's requirement codified at San Diego Municipal Code section 22.0908(a), the Council finds that the terms and conditions of the Purchase Agreement, including the Final Adjusted Purchase Price, are fair, equitable, and in the public interest.

Section 3. For the reasons described in Part 4 of Attachment E to the Staff Report, the Council finds that the use of certain City funds to provide for site development improvements on the Acquisition Site and to explore feasibility of the potential Fenton Parkway Bridge in accordance with Sections 11.1 and 11.2 of the Purchase Agreement, respectively, serves bona fide public purposes.

Section 4. For the reasons described in Part 5 of Attachment E to the Staff Report, the Council finds that allowing CSU to construct the Storm Water BMPs on the City-owned River Park Property serves bona fide public purposes.

Section 5. For the reasons described in Attachment F to the Staff Report, the Council finds that it is valid and appropriate for the City to allow certain permitting authority to be allocated to CSU with respect to CSU's development activities on City-owned property, namely the River Park Property and the City's utility easement areas on the Acquisition Site.

Section 6. The Council finds that the City's acceptance of CSU's payment of the Final Adjusted Purchase Price in exchange for the City's conveyance of the Acquisition Site serves a valid public purpose even if the Final Adjusted Purchase Price is less than the current fair market value of the Acquisition Site, for the following reasons: (a) as required by Measure G, the Parties negotiated the Final Adjusted Purchase Price based on an appraisal providing an expert opinion of the fair market value of the Acquisition Site as of September 30, 2017; and (b) the Sale Transaction furthers the policies set forth in Measure G, provides for CSU's development and maintenance of the River Park, which will be available for public use, and provides for the development of affordable housing and public transportation improvements, among other public benefits required by the Purchase Agreement.

Section 7. The Council approves the Purchase Agreement and authorizes the City's sale of the Acquisition Site to CSU in accordance with the Purchase Agreement, which includes, but is not limited to, the City's sale of certain real property that is a Water Utility Fund asset and the grant of certain easements and the reservation of certain rights benefitting the Water Utility, including the City's Pueblo water rights and groundwater management rights.

Section 8. The Mayor or designee is authorized, on the City's behalf, to sign and deliver the Purchase Agreement, the Grant Deed, and all other agreements, including all attachments to the Purchase Agreement, and documents necessary to complete the sale of the Acquisition Site, to make any changes to the technical exhibits to the Purchase Agreement as may be deemed necessary by any affected City departments and mutually acceptable to the Parties, to reserve or grant easements as required under the Purchase Agreement, and to take all such other actions as necessary or appropriate to consummate and implement all transactions contemplated by the Purchase Agreement and to effectuate the purposes and intent of this Ordinance. A copy of the Purchase Agreement, when signed by both Parties, shall be placed on file in the Office of the City Clerk as Document No. O - 21204.

Section 9. The Mayor or designee is authorized, on the City's behalf, to sign and deliver the CSU Interim Lease in accordance with Section 3.2 of the Purchase Agreement and the CSU New Lease in accordance with Section 3.3 of the Purchase Agreement, and to sign all other necessary documents and take all implementing actions, in the event that the Closing does not occur by the Primary Target Closing Date for any reason other than the City's default; provided that, with respect to the CSU New Lease, the Mayor or designee and the Office of the City Attorney have first determined that the final content of the CSU New Lease is consistent with Attachment 15 to the Purchase Agreement.

Section 10. The Chief Financial Officer is authorized and directed to accept CSU's payment of the Independent Consideration of \$100 in accordance with Section 2.4 of the Purchase Agreement, and deposit this amount into Fund Number 100000, General Fund.

Section 11. The Chief Financial Officer is authorized and directed to accept the City's proceeds of the sale of the Acquisition Site, net of all costs of the Sale Transaction, and deposit those net proceeds as follows: (a) 61.3 percent of the Base Purchase Price and, if applicable, the portion of the Time-Value Adjustment Amount derived by applying an annual index factor of 2.149 percent compounded monthly to the General Fund portion from the Primary Target Closing Date until the actual Closing Date, into Fund Number 400002, Capital Outlay Fund, except as described in the next sentence; and (b) 38.7 percent of the Base Purchase Price and the portion of the Time-Value Adjustment Amount derived by applying an annual index factor of 2.149 percent, compounded monthly, from October 1, 2017, through the actual Closing Date, into Fund Number 400004, Capital Outlay – Water Purpose. The General Fund portion of the City's net sale proceeds deposited into Fund Number 400002, Capital Outlay Fund in accordance with clause (a) in the preceding sentence will exclude the following amounts, which are separately appropriated in accordance with this Ordinance: (i) \$6,500,000 for the City's use in financing future transportation-related capital improvements in the Mission Valley Community, in accordance with Section 5.8 of the Purchase Agreement; (ii) \$1,500,000 for the City's contribution toward certain site development activities, in accordance with Section 11.1 of the Purchase Agreement; and (iii) \$2,000,000 for the City's contribution toward the Feasibility Exploration of the potential Fenton Parkway Bridge, in accordance with Section 11.2 of the Purchase Agreement.

Section 12. The Chief Financial Officer is authorized to expend an amount up to \$28,316,276 from the General Fund's portion of the net sale proceeds from the Sale Transaction, deposited into Fund Number 400002, Capital Outlay Fund, for the City's repayment of outstanding bonded indebtedness incurred with respect to prior renovations at the Existing Stadium, contingent upon the Appropriation Ordinance for the appropriate Fiscal Year first being adopted, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 13. The Mayor or designee is authorized to allow the sum of \$1,500,000, which amount shall be deducted from the General Fund's portion of the net sale proceeds, to remain in an escrow account with Chicago Title Company for the purpose of reimbursing CSU for its actual costs incurred for site development activities on the Acquisition Site in accordance with and subject to Section 11.1 of the Purchase Agreement.

Section 14. The Chief Financial Officer is authorized to establish a new special interest-bearing account, Capital Outlay – Mission Valley Trans (hereinafter, MV Capital Outlay Fund), and to deposit \$6,500,000 from the General Fund's portion of the net sale proceeds from the Sale Transaction into such account upon the Closing of the Sale Transaction, to be designated and used for future transportation-related capital improvements in the Mission Valley Community in accordance with Section 5.8 of the Purchase Agreement.

Section 15. The Chief Financial Officer is authorized to deposit \$2,000,000 from the General Fund's portion of the net sale proceeds of the Sale Transaction into the MV Capital Outlay Fund upon the Closing of the Sale Transaction.

Section 16. The Chief Financial Officer is authorized to add the Fenton Parkway Extension project to the Capital Improvement Program.

Section 17. The Chief Financial Officer is authorized to increase the Capital Improvement Program Budget in the Fenton Parkway Extension CIP project and to appropriate and expend up to \$4,324,559.32, of which \$2,324,559.32 is from Fund No. 400247, Mission City Parkway Bridge / San Diego River, and \$2,000,000 is from the MV Capital Outlay Fund, for the purpose of payment or reimbursement, as applicable, of costs incurred with respect to the Feasibility Exploration for the proposed Fenton Parkway Bridge in accordance with and subject to Section 11.2 of the Purchase Agreement.

Section 18. The Chief Financial Officer is authorized to accept CSU's payment of the amount of \$5,000,000; less CSU's total costs of construction of the Community Benefit Traffic Improvements, in accordance with Attachment 21 to the Purchase Agreement, and deposit that amount into Fund 200636, Developer Contributions – CIP, and is further authorized to appropriate and expend such amount upon receipt for capital improvement projects for improved traffic circulation in the Mission Valley, Serra Mesa, and Navajo communities, with a preference toward projects closest in vicinity to the Acquisition Site, as described in Attachment 21 to the Purchase Agreement.

Section 19. The Chief Financial Officer is authorized to accept CSU's payment of the amount of \$390,000 in accordance with Attachment 21 to the Purchase Agreement, and deposit that amount into Fund 200636, Developer Contributions – CIP, and is further authorized to appropriate and expend such amount upon receipt to allow the City to complete the specific traffic improvements for which CSU paid such amount, as described in Attachment 21 to the Purchase Agreement.

Section 20. The Council approves the following Compensation Arrangement with respect to the River Park Property, a real property asset of the Water Utility Fund: (a) on the date

that CSU commences grading or construction activities on the River Park Property after the Closing in accordance with the PSA, the General Fund will be deemed to have leased the River Park Property from the Water Utility Fund, for certain non-utility purposes, while reserving certain Water Utility rights in the River Park Property to carry out utility purposes; (b) as of the lease commencement date, the General Fund will owe annual rent to the Water Utility Fund in the amount of \$77,850; (c) the General Fund's annual rent obligation will continue for so long as the River Park Property is used for the construction, operation, or maintenance of the River Park Improvements and any other improvements for non-utility purposes; (d) the annual rent will be prorated for any partial year of non-utility use and will be payable before the end of each applicable fiscal year; (e) the annual rent will increase by ten percent once every five years after the lease commencement date; and (f) no more than once every twenty years, the City's Public Utilities Department may, in its sole discretion, request a new appraisal of the fair market annual rental value for exclusive use of the River Park Property, with the appraisal cost to be shared equally by the General Fund and the Water Utility Fund, and in such event, the annual rent amount will be modified so that it equals fifty percent of the fair market annual rental value shown in the new appraisal.

Section 21. The Chief Financial Officer is authorized to transfer the annual rent amount under the above-described Compensation Arrangement, from Fund Number 100000, General Fund, Business Area 1613, Real Estate Assets Department, to Fund Number 700011, Water Utility Operating, during each applicable fiscal year, contingent upon the Appropriation Ordinance for the appropriate Fiscal Year first being adopted, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 22. The City Engineer or the City Land Surveyor is authorized to accept any dedications of public easements or public rights-of-way as contemplated on the Preliminary Parcel Map, which is Attachment 36 to the Purchase Agreement, with any adjustments to the physical dimensions and precise locations as deemed necessary or acceptable by the City Engineer or the City Land Surveyor.

Section 23. A full reading of this ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 24. This Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By     /s/ Kevin Reisch      
Kevin Reisch  
Senior Chief Deputy City Attorney

KJR:jdf  
6/12/2020  
Or.Dept: Real Estate Assets  
Doc. No.: 2379559\_5  
Companion to: R-2020-605  
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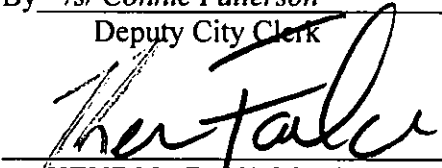


I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of 06/30/2020

ELIZABETH S. MALAND  
City Clerk

By /s/ Connie Patterson  
Deputy City Clerk

Approved: 7/2/2020  
(date)

  
\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

(Note: The date of final passage is July 6, 2020, which represents the day this ordinance was returned to the Office of the City Clerk with the Mayor's signature of approval.)

Passed by the Council of The City of San Diego on JUN 30 2020, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUL 06 2020

AUTHENTICATED BY:

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

JUN 17 2020, and on JUL 06 2020

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

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California  
Ordinance Number O- 21204