CAPITAL GRANT APPLICATION FORM

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>MISSION AVENUE IMPROVEMENT PROJECT PHASE II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant (Jurisdiction):</td>
<td>CITY OF OCEANSIDE</td>
</tr>
<tr>
<td>Grant Amount Requesting:</td>
<td>$2,400,000.00</td>
</tr>
</tbody>
</table>

APPLICATION CHECKLIST

**Application Requirements:** (Please indicate application completeness by checking the following boxes)

- [ ] Eight hard copies and one CD of the complete Smart Growth Incentive Program application (including all attachments, clearly labeled)
- [ ] Resolution including all statements provided in the Sample Resolution on page A-22
- [ ] Format: provide narrative responses in the spaces provided in the application form
- [ ] Baseline data collection included in Scope of Work, Schedule, and Budget
- [ ] Documentation of matching funds
- [ ] Vicinity maps showing project locations; entitled land developments related to the project; and local/regional street, bicycle, transit, and highway facilities within and near the project area (may be printed up to 11x17 paper)
- [ ] Feasibility study or project study report (include in CD ONLY, do NOT attach as hard copy).
- [ ] Plans showing that minimum design standards has been met
- [ ] Project Scope of Work, Schedule and Budget

**Recommended Application Elements:** (Please check boxes if applicable)

- [ ] Documentation of support for the project from community groups or individuals (recommended but not required)
- [ ] Aerial photos and other photographs depicting existing conditions (recommended but not required)
- [ ] Phasing Plan (Only applicable to projects requesting more than $1 million)

If any of the above-required elements are not included with the application by the January 18, 2013 deadline, the application will be deemed ineligible.
GRANTEE STATEMENTS

(Please indicate application completeness by checking the following boxes, and then sign and date at the bottom)

☑ The proposed grantee has read the standardized sample grant agreement

☑ The proposed grantee understands that SANDAG will not reimburse applicants for expenses incurred prior to execution of a grant agreement.

☑ If the SANDAG Board of Directors approves the grant, the proposed grantee agrees to sign and return the standardized grant agreement to SANDAG, without exceptions, within 45 days of receipt.

☑ The proposed grantee agrees to comply with SANDAG’s Board Policy No.035 Competitive Grant Program Procedures, which outlines “use-it-or-lose-it” project milestones and completion deadlines. Board Policy No.035 is included in the standardized grant agreement as Attachment B, and is also on the SANDAG website at the following link: http://www.sandag.org/organization/about/pubs/policy_35.pdf

☑ The proposed grantee understands that all invoices must be accompanied by a written progress report of the charges for both requested reimbursement of grant and matching funds and submitted to SANDAG no less frequently than quarterly. Invoice and progress report templates are available on the SANDAG website at the following link: http://www.sandag.org/grants/forms

☑ The proposed grantee understands that upon approval of funding by the SANDAG Board of Directors, the applicant will provide a copy of their approved indirect cost rate audit or their proposed indirect cost rate methodology, if charging for overhead, to SANDAG for review and approval, which must occur prior to execution of the grant agreement.

☑ The proposed grantee understands that a resolution including the requirements of Board Policy No.035, Section 4.1, must be submitted to SANDAG with the grant application, but no later than 4pm on January 18, 2011.

I certify that I agree with the above statements, have reviewed the Smart Growth Incentive Grant Program Guidelines, and that the information submitted in this application is accurate and in accordance with these guidelines.

I have the authorization to submit this grant on behalf of my organization.

Peter Weiss
Grantee Name (print or type)

CITY MANAGER
Title

ฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฏฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎฎ并不代表

Grantee Signature (signature cannot be electronic) 1-9-13

PROJECT SUMMARY

Applicant (Agency): CITY OF OCEANSIDE

Project Title: MISSION AVENUE IMPROVEMENT PROJECT PHASE II

Smart Growth Opportunity Area Identifier: TOWN CENTER OC-1

Project Area Limits: e.g. 4th St. between Laurel St. and Ash St., and 5th St. between Laurel St. and Ash St.
Mission Avenue from North Coast Highway to Cleveland Street
Cleveland Street north to Seagaze Drive
Seagaze Drive east to Clementine Street.

Brief Project Description: Please provide a brief description of the proposed project in the space provided below.
Mission Ave currently is a Major and Secondary Arterial. The project proposes a mix of bicycle, pedestrian and roadway improvements, such as:
- Reduction to 2 one-way WB lanes with Reverse Angle Parking;
- Streetscape enhancements;
- Increased sidewalk width with curb bulb-outs;
- Reduction in Mission Avenue ROW;
- Class 3 Bicycle Improvements

Primary Contact Person (Project Manager): SHAN M. BABICK

Title: DOWNTOWN SENIOR PLANNER

Street Address: 300 NORTH COAST HIGHWAY
City and Zip Code: OCEANSIDE, 92054

Phone: (760) 435-3354
E-mail Address: SBABICK@CI.OCEANSIDE.CA.US

OTHER PROJECT PARTNERS: NOT APPLICABLE

<table>
<thead>
<tr>
<th>SGIP Grant Funds Request Amount</th>
<th>$2,400,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matching Funds</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$2,900,000.00</td>
</tr>
</tbody>
</table>

Total Project Cost = SGIP Grant Funds + Matching Funds
Can this project be broken into phases? (Y/N) Y

If yes, briefly list phased scope and costs:
(Please note, that if the proposed project is requesting more than $1 million in SGIP funds, a phasing plan is required)

The street improvements for Phase II of the Mission Ave. Improvement Project consists of bulb-outs, landscaping, curb and gutter, traffic signals, storm water improvements, Class 3 Bicycle improvements, bio-swales, street lights and street furniture. Construction costs for Phase II is $2.4 Million and design costs is $500,000.
PROJECT COSTS AND FUNDING

TOTAL ESTIMATED PROJECT COST:

Summary of Cost Estimates

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline Data Collection</td>
<td>$0.00</td>
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<tr>
<td>Preliminary Engineering or Planning</td>
<td>$0.00</td>
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<tr>
<td>Engineering</td>
<td>$500,000.00</td>
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<tr>
<td>Project Management</td>
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<tr>
<td>Contract Engineering</td>
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<tr>
<td>Environmental Clearance</td>
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<tr>
<td>Right-of-Way Acquisition</td>
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<tr>
<td>Final Design</td>
<td>$0.00</td>
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<tr>
<td>Construction</td>
<td>$2,400,000.00</td>
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<tr>
<td>Construction Management</td>
<td>$0.00</td>
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<tr>
<td>Construction Contract</td>
<td>$2,400,000.00</td>
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Total Project Cost $2,900,000.00

Funding Sources:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
<th>Source</th>
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</thead>
<tbody>
<tr>
<td>SGIP Grant Funds Requesting Amount</td>
<td>$2,400,000.00</td>
<td>SGIP</td>
</tr>
<tr>
<td>Matching Funds (specify source)</td>
<td>$500,000.00</td>
<td>bonds</td>
</tr>
<tr>
<td>Other (specify source)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Funding $2,900,000.00

MINIMUM DESIGN STANDARDS & GUIDELINES

Clearly illustrate that the minimum design standard is being met. Plans provided must be actual cross-section drawings. (Provide photographs, if applicable) See Eligibility Criteria for more information on design standards and guidelines.
PROJECT SUMMARY/ DETAIL DESCRIPTION

In the space provided below, please provide a description of the proposed project that addresses the following; please limit to one page.

- Project setting
- Project objectives
- Relationship of project to existing and planned land uses and transportation facilities in the project area

Applicants are encouraged to also provide the following attachments:

- Location(s) Map of the Project Area
- Map of Entitled Land Development projects related to the project
- A site plan, renderings, and typical cross sections depicting project-level detail, not to exceed 11x17 inches
- Aerial photo and other photographs depicting existing conditions

Please ensure that all graphic materials submitted are legible

See attached Project Settings, Objectives and Relationship to Transportation Facilities in addition to attached exhibits depicting development project entitlements, project area, site plans, etc.
Project Setting: The City of Oceanside has long envisioned the need for creating a strong, economically viable downtown as evident by the City's adoption of the Redevelopment Plan in 1975, creating the 375-acre Downtown Project Area. Since that time, the City has invested tens of millions of dollars in infrastructure improvements into the Downtown Project Area in order to complete this vision. Millions of dollars were spent on public projects and infrastructure improvements including relocating the railroad switching yards, undergrounding overhead utilities, street improvements, constructing the Oceanside Intermodal Transportation Center, providing pedestrian access to the beaches, construction of public parking lots and parks, building museums, civic center, library and providing funding for the renovation of commercial storefronts.

Mission Avenue, (west of Interstate-5) is the main east/west commercial thoroughfare into the center of Oceanside's Downtown Area. In addition, Mission Avenue serves as a direct transportation link to the historic Coast Highway 101 and beach areas. Currently, this portion of Mission Avenue is designed only for motor vehicles. Mission Avenue has an 80 foot right-of-way (62 foot curb to curb) which makes pedestrian crossings very dangerous due to the lack of a pedestrian median. Street parking spaces are limited because of parallel parking and there are no designated bike lanes. The sidewalks are uneven, the curb height and curb radius varies between blocks and only very tall palm trees (40-50 feet in height) are located within the City's right-of-way, which offer very little shade and/or relief. In addition, there is inadequate street lighting; lack of street furniture, poor signage, few handicapped facilities and no pedestrian seating.

In 2002, the City's Redevelopment Agency completed a pedestrian study called the "Walkable Communities" for the downtown area. The recommendations from the study was to slow down traffic on Mission Avenue (from Home Street to Cleveland Street) in addition to making various street improvements. The street improvements included bulb-outs, sidewalk widening, new curbs and gutters, reducing the curb to curb width of Mission Avenue from 62 to 38 feet (at the bulb outs), bio-swales for storm water treatment, Class III bicycle lane, landscaping, street lighting, new traffic signals, new signage, street furniture, reverse angled parking, pedestrian seating, new crosswalks and a pedestrian scramble.

Project Objectives: The project objectives are as follows; 1) Converting Mission Avenue from a vehicle only designed roadway into a "complete street" which provides access for all users and abilities in accordance with AB 1358, 2) Reduce vehicle speeds by narrowing down Mission Avenue from 62 feet to 38 feet wide cub-to-curb through street reclassification, traffic calming and street improvements, 3) Design the proposed street improvements to be consistent with SanDag Design for Smart Growth, San Diego Regional Bike Plan and the 2002 Planning and Designing for Pedestrians, 4) Encourage smart growth development opportunities by reconstructing Mission Avenue into a viable commercial corridor linking public transit, employment centers, pedestrians and bicycles, local businesses, beach visitors, hotels, civic center, museums, library and public parking, 5) Utilize the Mission Avenue Improvement Project street improvement design to act as a model for other similar future streetscapes projects such as the South Coast Highway (Coast Highway Vision Plan) and Oceanside Boulevard beautification.

Relationship to Existing and Planned Land Uses and Transportation Facilities: The proposed project is located within an existing commercial corridor one (1) block north of the Oceanside Intermodal Transportation Center. There is no proposed planned land uses located within and/or adjacent to the subject site.
LAND USE AND TRANSPORTATION CHARACTERISTICS

Intensity of Planned Development in the Smart Growth Opportunity Area

Please explain if this project is located within an area, where a specific plan, community plan, master EIR, or other mechanism allows for administrative or expedited approval of development projects.

The proposed project was located within the former Redevelopment Project Area which no longer exist, therefore, there is no current specific plan, community plan, master EIR and/or other similar mechanism to allow for expedited approval of development projects.

Entitled Development Density within a ¼ mile Radius of Proposed Capital Project Site, Mix of Uses, and New Affordable Housing Development

Please provide the following information for each entitled development project located within a ¼-mile of the proposed capital project.

- Project Name
- Location
- Land Uses
- Units per Net Residential Acre
- Total Number of Units
- Number of Affordable Housing Units
- Number of Affordable Housing Units Restricted to Very-Low Income Residents
- Estimated Gross Lease Area for Commercial/Office/Retail Uses
- Estimated Construction Completion Date

See Attached Table.
## DEVELOPMENT PROJECTS LOCATED WITHIN \( \frac{1}{4} \) MILE OF PROJECT SITE

<table>
<thead>
<tr>
<th>Project</th>
<th>Description</th>
<th>Location</th>
<th>Built/ Entitled</th>
<th>Density/ Units/ Retail s.f.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Portola</td>
<td>Mixed-Use Live/Work &amp; Condominiums</td>
<td>Pier View Way &amp; Horne Str.</td>
<td>Entitled</td>
<td>20 du.ac 7 units</td>
</tr>
<tr>
<td>2. Belvedere</td>
<td>Mixed-Use Live/Work, Hotel Office/retail</td>
<td>Mission &amp; Horne</td>
<td>Entitled</td>
<td>8,357 s.f. office, 120 unit hotel, 90 lofts</td>
</tr>
<tr>
<td>3. Tradewind</td>
<td>Mixed-Use Condominium Office/retail</td>
<td>310 Cleveland</td>
<td>Entitled</td>
<td>43 du.ac 10 units 2,000 s.f. office/retail</td>
</tr>
<tr>
<td>4. Oceanside Terrace</td>
<td>Mixed-Use Office, retail, restaurant</td>
<td>301 Mission</td>
<td>Built</td>
<td>43 du.ac. 38 units 12,000 s.f. Office/retail</td>
</tr>
<tr>
<td>5. Ocean Village</td>
<td>Mixed-Use Office, retail Apartments</td>
<td>401 Coast Hwy.(101)</td>
<td>Built</td>
<td>43 du.ac 33 units 11,000 s.f. Office/retail</td>
</tr>
<tr>
<td>6. Ocean Lofts</td>
<td>Mixed-Use Office/Live/Work 32 Units</td>
<td>550 Seagaze</td>
<td>Built</td>
<td>32 lofts Work/live</td>
</tr>
<tr>
<td>7. City Mark</td>
<td>Mixed-Use Hotel,Condos. retail/office</td>
<td>Mission/Myers Cleveland</td>
<td>Entitled, hotel under construction</td>
<td>43 du.ac. 231 units 48,000 s.f. Retail, 150 Hotel units</td>
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<tr>
<td>8. Regal Theatres</td>
<td>Mixed-Use Theatres/retail</td>
<td>401 Mission Ave.</td>
<td>Built</td>
<td>20,000 s.f. retail</td>
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<tr>
<td>9. S.D. Malcom</td>
<td>Hotel/Timeshare Retail/Restaurant</td>
<td>Mission Ave</td>
<td>Entitled</td>
<td>384 hotel units, 18,500 s.f. retail</td>
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</tbody>
</table>

All of the above listed projects are located within a Commercial Zone with a maximum density of 43 dwelling units per acre. There are no affordable and/or restricted low income units within \( \frac{1}{4} \) mile of subject site.
Transportation Demand Management (TDM) Characteristics

Please describe any existing or proposed transportation demand management strategies associated with existing or planned development in the project area. TDM strategies can include incentives such as transit pass programs for employees or residents in the area, vanpool/carpool programs, parking cashout programs for employees, car or bike sharing programs, shuttle services to rail stations or major destinations, and other strategies.

On October 17, 2012, the Oceanside City Council approved the Belvedere Project which consists of 124-unit hotel, 90 live-work lofts, and approximately 8,300 sq. ft. of retail/office space located at Mission and Horne Streets (within the Mission Avenue Improvement Project). The applicant proposes to provide a shuttle service for the hotel guests from the Oceanside Intermodal Transportation Center which is located approximately seven (7) blocks southwest of the subject site. As noted, the Belvedere project provides 90 live-work lofts (allowed by zoning) which significantly reduces vehicular trips. In addition, the Mission Avenue Improvement Project (Phase II) provides an enhanced Class 3 bicycle improvements on Mission Ave. (currently there is no bicycle improvements on Mission Ave. west of I-5) and reduces the ROW width on Mission Avenue nearly in half from 62 to 32 feet; thereby increasing pedestrian safety and encouraging walking.

Urban Design Characteristics and Community Context

Please respond to the following questions in the space provided below.

- How do the urban design characteristics of the project area support smart growth?
- For the project area, is there adopted guidance in place such as urban design guidelines, specific area plans, or form-based codes that regulate the design of buildings and infrastructure to support smart growth?
- Identify the mix of public and private land uses in the project area and how the uses meet local needs for goods, services, entertainment, etc. within walking distance of residents or employees.

The project proposes, through street and infrastructure improvements to Mission Avenue (west of I-5), th creation of smart growth development opportunities by combining high-density, mixed-use developments in the core area of downtown linking existing employment centers and transportation corridors. Encouraging mixed-use development will bring employment and housing opportunities to Downtown Oceanside which will in turn support the existing commercial businesses. Currently, Downtown Oceanside has both a Residential and Landscape Design Guidelines which regulates the design of buildings. Please review the attached Development Projects table which lists nine (9) development projects located within 1/4 mile of the subject site that provides a wide variety of goods and services.
QUALITY OF PROJECT

For this section, please provide answers in bullet format. A short, concise narrative may be provided, if necessary, to describe the project.

Support for Public Transit

Describe how the completed project will support the use of regional public transit service in the project area in the space provided below. For example:

- Does the project improve roadway bus access within the community, and if so, how?
- How does the project facilitate better access to transit facilities for pedestrians (both able-bodied and disabled) and bicyclists?
- Does the project enhance bus stop and station area environments, and if so, how?
- Are there any other elements of the project that will promote use of public transit?

The proposed project will relocate one bus stop (Clementine Street) to improve bus circulation in addition to enhancing the relocated bus stop facility by providing a safe semi-enclosure with better signage. The reduction of Mission Avenue ROW by nearly half (from 62 to 32 feet wide) coupled with the increase of the sidewalk width by five (5) feet, will allow safe access to transit facilities for both able-bodied and the disabled. The proposed street and infrastructure improvements will allow for safe, easy access to transit facilities for people of all abilities.
Providing Transportation Choices

Describe how the infrastructure changes being proposed will directly improve pedestrian and bicycle access and reduce vehicle miles traveled in the project area. If the street is being redesigned, how will the new design prioritize access for pedestrians and bicyclists?

For example:

- If pedestrian enhancements are proposed, please describe them in detail, and discuss why these enhancements will encourage increased pedestrian activity in the area.
- If bicycle facilities are proposed, please describe them in detail and discuss why these enhancements will encourage increased cycling activity in the area.
- If the project proposes public gathering space enhancements, please discuss how the enhancements will help promote pedestrian or bicycle activity in the project area.
- How does the project handle parking? Describe how proposed changes to parking in the project area will emphasize greater mobility for all users, and how proposed parking might impact the design characteristics of the neighborhood.
- Are there any other elements of the proposed project that will promote walking and bicycling in the project area?

The project proposes to provide bulb-outs to minimize pedestrian crossing distances across Mission Avenue from 62 feet to 32 feet in addition to providing rapid flashing beacons at Clementine Street (Oceanside High School). In addition, the project proposes to install high visibility pedestrian crossing along Mission Avenue (stamped concrete). Traffic calming on Mission Avenue will be provided through a "road diet" by narrowing travel lanes. The project includes installation of street furnishings, shade trees, bike racks (10 bike), storm drain bio-swales, ADA improvements and lighting. Bicycle Facilities are proposed by providing an enhanced Class III bicycle facilities (Mission Ave, Seagaze, Cleveland & Clementine). The Class III bicycle lane will also include a five (5) foot wide "green stripe" with sharrows. Finally, the project proposes "Reversed Angled Parking" along Mission Avenue to enhance bicycle safety for the Class III bicycle lane and to provide for more parking spaces within the downtown area.
Community Enhancement

Describe how the proposed improvements enhance a sense of place and creates destinations for people in the project area. How will the design features of the proposed improvements activate public places within the area and attract private investment?

The proposed streetscape improvements including an additional 5-feet of sidewalk area coupled with bulbouts, landscaping and street furniture will create a sense of place where currently Mission Avenue (west of I-5) has none of these features and is only designed for the rapid movement of vehicles. In addition, the proposed additional 5-feet of sidewalk area will allow for outdoor dining for the existing and proposed restaurants that front on Mission Avenue thereby creating destination areas for people. The proposed street furniture will provide public areas for people to sit and rest or just people watch. Regarding attracting private development, the proposed noted infrastructure improvements including new traffic signals and street improvements drastically reduces the offsite public improvements costs that developers would have to typically provide as part of any new development project. In addition, once the infrastructure improvements are completed, the aesthetics of Mission Avenue will dramatically improve thereby enticing new development of restaurants and outdoor cafes.

Addressing Project Area Issues

- List any distinct needs identified by the local community that will be addressed by the project objectives (such as but not limited to improving pedestrian access for special populations such as the elderly or disabled, or enhancing public safety).
- Please identify any cultural or natural resources within the project area. Explain how such resources have been addressed in the project design.

The "diet" of Mission Avenue (west if I-5) reducing the ROW by nearly half from 62-32 feet coupled with the bulbouts dramatically improves pedestrian safety for people of all abilities. This was one of the objectives (improving pedestrian safety) of the Walkable Communities study that was approved by the City Council for the Downtown Project Area. The proposed reduction of ROW on Mission Avenue will help preserve the four (4) historic buildings located on Mission Avenue (west of I-5). In addition, the proposed project landscape plan has been designed with the intent of preserving Oceanside beautiful natural topography that gently slopes as you move east of the beaches and provides the public with unobstructed view corridors to the beach.
Sustainability

Describe any low impact development features of this project.

The proposed project bid specifications will be for the utilization of recycled non-toxic material whenever possible. The project proposes to increase the landscaping and provide bioswales for stormwater treatment. The project will maintain the runoff rate and duration from the site. Proper maintenance of the bioswales, filters and landscaping will be provided by the City in perpetuity. In addition, shade trees will be planted in specific locations to provide shade and reduce energy consumption by adjacent buildings.

Universal Design

If applicable, describe how the project will incorporate universal design principles, and go above and beyond Public Rights-of-Way Accessibility Guidelines in ensuring access for elderly and disabled persons.

The proposed project will utilize universal design for the traffic signals for easy access. All curb radius will be designed with handicapped acceptable access. In addition, the project proposes to reduce Mission Avenue ROW from 62 to 32 feet for easy access and pedestrian safety.
PROJECT READINESS

COMPLETION OF MAJOR MILESTONES

Please indicate if the proposed project has already completed any of the following milestones. If not, please note the anticipated completed date.

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<tr>
<th>Phase</th>
<th>Start/ End Dates</th>
<th>Completed or Proposed</th>
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<tr>
<td>2. Environmental Clearance</td>
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<tr>
<td>3. Right-of-Way Acquisition</td>
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<tr>
<td>4. Final Design</td>
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If the project has not yet obtained environmental clearance or fully acquired right-of-way, please describe the following in the space provided (½ page max.):

Is the project located in an environmentally sensitive area? Are there potential environmental issues that may delay project implementation or prohibit project approval?

The proposed project has received environmental clearance. The Negative Declaration has been attached to the application.
Are right-of-way acquisitions required to complete this project? If so, please identify.

ROW acquisition is not required for this project.

**EVIDENCE OF LOCAL COMMITMENT**

- Describe how community involvement in the development of this project. Explain community planning efforts that led to this project, community workshops, or other meetings that have been held, and stakeholder groups that have participated.
- Please identify known opposition from community planning groups, business associations, community development corporations or other stakeholders in the project area, and how their concerns are being addressed.

Applicants are also encouraged to attach letters of support from the community for the proposed project.

The Mission Avenue Project Meetings and Public Outreach has been attached to the application. There is no known opposition to the approved project.
Mission Avenue Project Meetings & Public Outreach

4/2009    Project Kickoff
4/2009    Landscape AD HOC Committee meeting
1/2010    Public Community workshop #1 (public)
5/2010    Public Community workshop #2 (public)
5/2010    Transportation Commission meeting (public)
6/2010    Bicycle Committee meeting (public)
7/2010    Economic Development Commission meeting (public)
8/2010    Art Commission meeting (public)
8/2010    Redevelopment Advisory Committee meeting (public)
9/2010    Community Development Commission workshop (public)
11/2010   Mission Avenue Working Group meeting
1/2011    CDC approves KHA contract for phase 2 (public)
3/2011    North County Transit District meeting
10/2011   Oceanside Unified School District meeting
11/2011   Mission Avenue Working Group meeting
12/2011   Community Development Commission (public)
SUPPORTIVE POLICIES AND PROGRAMS

MATCHING FUNDS
In the table below, please describe any and all sources and amounts of approved matching funds. Matching funds may include in-kind staff costs associated with project oversight, up to 10 percent of the total project cost.

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<th>Funding Source</th>
<th>Amount</th>
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<td>TAX ALLOCATION BOND FUNDS</td>
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Please briefly describe any additional relevant aspects of the proposed project.
SANDAG SMART GROWTH INCENTIVE GRANT PROGRAM SCOPE OF WORK, SCHEDULE, AND BUDGET

Project Title:

Project Location/Limits:

MISSION AVENUE IMPROVEMENT PROJECT: OCEANSIDE

Project Description:

Provide streetscape improvements to Mission Avenue from Horne to Cleveland Streets

Contract No.: SANDAG Use Only
Project (TNet) No.: SANDAG Use Only

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PROJECT REVENUES

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<td></td>
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<td>TOTALS</td>
<td>$1,450,000</td>
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<td>$2,900,000</td>
</tr>
</tbody>
</table>
MISSION AVENUE IMPROVEMENTS

PROJECT NEEDS AND SOLUTIONS

- No existing bicycle facilities on Mission Ave or Seagaze Dr.
- Pedestrian crossing distances on Mission of over 60'.
- Mission Ave is currently a 4-lane major arterial with high vehicle speeds.
- Over 20 pedestrian/cyclist crashes in the last 7 years.
- Existing improvements are not ADA compliant.
- No existing street trees or furnishings on Mission Ave.

- Provide enhanced Class III bicycle facilities with a green stripe and sharrows.
- Traffic calming on mission through narrowing of vehicle travel lanes.
- Provide bulb-outs in multiple locations and rapid flashing beacons at Clementine St.
- Install high visibility crossings along Mission Ave.
- Install street furnishings and shade trees.
- Install ADA improvements and lighting.

July 2012
September 8, 2009

Mr. Peter A. Weiss
City Manager
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Dear Mr. Weiss:

RE: Review of the City of Oceanside’s Adopted Housing Element

Thank you for submitting the City of Oceanside’s housing element adopted June 17, 2009 and received for review on August 12, 2009. The Department is required to review adopted housing elements and report the findings to the locality pursuant to Government Code Section 65585(h).

As you know, the Department’s April 10, 2009 review found the City of Oceanside’s revised draft housing element addressed the statutory requirements of housing element law. As the adopted element is substantially the same as the revised draft, the Department is pleased to find the element in full compliance with State housing element law (Article 10.6 of the Government Code).

The Department recognizes Oceanside’s commitment to provide adequate sites to accommodate the regional housing need by including Program 9 (Potential Residential Sites) to rezone 105 acres from the Affordable Housing Task Force Site Inventory (Tables 46 and 47) to a zoning district allowing 29 units per acre. This Program promotes more compact development with a mix of uses to address climate change, energy conservation, air quality, and maximize land resources. Such strategies also promote the feasibility of developing housing for lower-income families and workers while strengthening local economies.

In addition, the City now meets specific requirements for several State funding programs designed to reward local governments for compliance with State housing element law. For example, the Housing Related Parks Program, authorized by Proposition 1C, Local Housing Trust Fund and the Building Equity and Growth in Neighborhoods (BEGIN) Programs include housing element compliance either as a threshold or competitive factor in rating and ranking applications. More specific information about these and other programs is available on the Department’s website at http://www.hcd.ca.gov/hpd/hrc/plan/he/loan_granthec011708.pdf.
The Department wishes Oceanside success in implementing its housing element and looks forward to following its progress through the General Plan annual progress reports pursuant to Government Code Section 65400. If the Department can provide assistance in implementing the housing element, please contact Paul McDougall, of our staff, at (916) 322-7995.

Sincerely,

[Signature]
Cathy E. Creswell
Deputy Director
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Due means a housing element has not yet been submitted for the current planning period.
MEETING AGENDA

January 2, 2013

OCEANSIDE CITY COUNCIL,
HARBOR DISTRICT BOARD OF DIRECTORS (HDB),
COMMUNITY DEVELOPMENT COMMISSION (CDC), and
OCEANSIDE PUBLIC FINANCING AUTHORITY (OPFA)
REGULAR BUSINESS

Mayor
HDB President
CDC Chair
OPFA Chair
Jim Wood

Deputy Mayor
HDB Vice President
CDC Vice Chair
OPFA Vice Chair
Jack Feller

Councilmembers
HDB Directors
CDC Commissioners
OPFA Directors
Gary Felien
Jerome M. Kern
Esther Sanchez

City Clerk
HDB Secretary
CDC Secretary
OPFA Secretary
Zack Beck

Treasurer
Gary Ernst

CITY CLERK'S ACTION MINUTES
2:00 P.M. – ROLL CALL – All present

CITY COUNCIL, HDB, CDC, OPFA CLOSED SESSION ITEMS

Closed Session to discuss litigation, property acquisition, labor relations and personnel matters

1. CONFERENCE WITH LABOR NEGOTIATOR ON STATUS OF NEGOTIATIONS PREVIOUSLY AUTHORIZED IN OPEN SESSION (SECTION 54957.6)
CONFERENCE WITH LABOR NEGOTIATOR – Negotiator: City Manager; employee organizations: Oceanside Police Officers’ Association (OPOA), Oceanside Firefighters’ Association (OFA), Oceanside Police Management Association (OPMA), Management Employees of the City of Oceanside (MECO), Oceanside City Employees’ Association (OCEA), Oceanside Fire Management Association (OFMA), Western Council of Engineers (WCE), and Unrepresented

Item discussed (MECO, OCEA and Western Council of Engineers); no reportable action

2. LITIGATION OR OTHER ADVERSARY PROCEEDING (E.G., ADMINISTRATIVE HEARING, ARBITRATION) (SECTION 54956.9(a))

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (SECTION 54956.9)

A) Initiation of litigation by City pursuant to Subdivision (c) of Section 54956.9: One case

Council by a 5-0 vote authorized the filing of a lawsuit against Tracy Sandoval and Ana Matosantos (Case No. 34-2012-00134586)

B) Significant exposure to litigation pursuant to Subdivision (b) of Section 54956.9: Two cases

In the first case involving a threat of litigation from Attorney Cory Briggs dated December 21, Council has agreed to docket an agenda item on January 16 to readopt the ordinance involving regional appointments.

In the second case involving a threat of litigation from Attorney Maria Severson dated December 21, there is no reportable action.

3. CONFERENCE WITH REAL ESTATE NEGOTIATOR

A) CONFERENCE WITH REAL PROPERTY NEGOTIATOR – Property: 76-acre Center City Golf Course (APN 151-011-11); Negotiating Parties: City of Oceanside and Goat Hill Partners, LLC; Negotiator for the City: Douglas Eddow, Real Estate Manager; Under Negotiations: Price and terms for the lease of real property

B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR – Property: El Corazon consisting of approximately 450 acres bounded by El Camino Real to the west, Oceanside Boulevard to the south, Rancho del Oro Drive to the east, and Mesa Drive to the north (APNs 162-082-51, 06, 08 and 09); Negotiating Parties: City of Oceanside and International Swimming Hall of Fame; Negotiator for the City: Douglas Eddow, Real Estate Manager; Under Negotiations: Use of recreational real property

Items discussed; no reportable action
4:00 P.M. – ROLL CALL - All present

CONSENT CALENDAR ITEMS (Item 4)

All items listed on the Consent Calendar are considered to be routine matters or formal documents covering previous City Council/HDB/CDC/OPFA instructions. The items listed on the Consent Calendar may be enacted by a single vote. There will be no separate discussion of any Consent Calendar items unless requested by members of the City Council/HDB/CDC/OPFA or the public through submittal of Request to Speak form prior to the commencement of this agenda item.

4. City Council/ Harbor/CDC/OPFA: Approval to waive reading of the text of all ordinances and resolutions considered at this meeting and provide that ordinances shall be introduced after a reading only of the title(s)
   
   Approved 5-0

5. Removed from the Consent Calendar for discussion – Council

   City Council: Adoption of a resolution authorizing the filing of an application for Smart Growth Incentive Program Funds through the San Diego Association of Governments (SANDAG) for (1) the Mission Avenue Improvement Project and (2) the Mixed Use Public Parking Structure; and stating the City’s assurance to complete the projects
   
   (1) Resolution No. 13-R0004-1
   (2) Resolution No. 13-R0005-1
   
   Document No. 13-D0006-1 Grant Agreement
   Approved 4-1, Sanchez – no

GENERAL ITEMS

General Items are normally heard after any 5:00 p.m. Public Hearing Items. However, if time permits, some General Items may be heard prior to any 5:00 p.m. Public Hearing Items, following the Consent Calendar.

6. City Council: Approval of a (1) Recreational Disposition and Development Agreement with Sudberry Development, Inc., including an athletic fields lease agreement for the development of multiuse athletic fields; approval of a (2) Disposition and Development Agreement for the commercial development and the balance of the recreational area development at El Corazon; and authorization for the City Manager to execute the agreements upon receipt of all supporting documents

   A) Report by Douglas Eddow, Real Estate Manager
   B) Discussion
   C) Recommendation – approve the agreements and authorize the City Manager to execute the agreements

   (1) Document No. 13-D0007-1
   (2) Document No. 13-D0008-1
   
   Approved 5-0
7. City Council: Approval of plans and specifications for the grading of a portion of El Corazon pursuant to the El Corazon Reclamation Plan; and authorization for the City Engineer to call for bids
   A) Report by Douglas Eddow, Real Estate Manager
   B) Discussion
   C) Recommendation – approve the plans and specifications and authorize the City Engineer to call for bids
   **Approved 5-0**

8. City Council/OPFA: Authorization for the City Manager to execute a commitment letter to Compass Bank of Alabama for the sale and delivery of the 2013 Certificates of Participation (2003 Refunding), in an amount not exceed $13 million and an interest rate not to exceed 2.5 percent
   A) Report by Michele Lund, Treasury Manager
   B) Discussion
   C) Recommendation – authorize execution of commitment letter
   **Approved 5-0**

**CITY COUNCIL REPORTS**

9. [Mayor Jim Wood
   Housing Commission; League of California Cities Legislative Delegates (voting); North County Dispatch–JPA/Fire; Washington, DC, Appropriation Visit–Legislative Delegate; North County Transit District Board; and SANDAG Board]
   **Due to time, no report**

10. [Deputy Mayor Jack Feller
    Arts Commission; Economic Development Commission; Harbor and Beaches Advisory Committee; League of California Cities Executive Committee; North County Dispatch JPA/Fire–Alternate; SANDAG Board–1st Alternate]
    **Due to time, no report**

11. [Councilmember Gary Fellen
    Historical Preservation Advisory Commission; Library Board of Trustees; City/OUSD/VUSD Committee; League of California Cities Executive Committee–Alternate; SANDAG Board–2nd Alternate; North County Transit District Board–Alternate]
    **Due to time, no report**

12. [Councilmember Jerome M. Kern
    Parks and Recreation Commission; Police and Fire Commission; Buena Vista Lagoon JPC; League of California Cities – Legislative Delegates (voting)–2nd Alternate; and SANDAG Shoreline Preservation Committee–Alternate]
    **Due to time, no report**

13. [Councilmember Esther Sanchez
    Integrated Waste Commission; Manufactured Home Fair Practices Commission; Utilities Commission; Buena Vista Lagoon JPC; City/OUSD/VUSD Committee; League of California Cities–Legislative Delegates (voting)–1st Alternate; SANDAG Shoreline Preservation Committee; Washington, DC, Appropriation Visit–Legislative Delegate–Alternate]
    **Due to time, no report**
5:00 P.M. – INVOCATION - Zack Beck

PLEDGE OF ALLEGIANCE – Soccer Club of Oceanside members

PROCLAMATIONS AND PRESENTATIONS
[Presentation – “Pet of the Month” presented by Elkie Wills, San Diego County Humane Society & SPCA]
Presentation – Mayor’s Youth Sports Recognition and Appreciation Award
Presentations made

CLOSED SESSION REPORT
14. Closed Session report by City Attorney
Report given; see above items

PUBLIC COMMUNICATIONS ON OFF-AGENDA ITEMS
No action will be taken by the City Council/HDB/CDC/OPFA on matters in this category unless it is determined that an emergency exists or that there is a need to take action that became known subsequent to the posting of the agenda.

Advance written request to reserve time to speak: None

15. Communications from the public regarding items not on this agenda
3 Speakers

PUBLIC HEARING ITEMS
Public hearing items are “time-certain” and are heard beginning at 5:00 p.m. Due to the time-certain requirement, other items may be taken out of order on the agenda to accommodate the 5:00 p.m. public hearing schedule.

16. [City Council: Consideration of a General Plan Amendment and Zone Amendment and Notice of Availability for a Local Coastal Program Amendment to revise Municipal Code Chapter 14C (Inclusionary Housing) and portions of the City Zoning Ordinance pertinent to residential building height and parking standards, and establishing the amended text as part of the implementing document of the Local Coastal Program (GPA12-00001/ZA12-00001/LCPA12-0001) (This item will not be heard, but has been re-noticed for 5:00 p.m. on Wednesday, January 16, 2013)]
17. City Council: Consideration of Zone Amendment (ZA12-00004) amending Articles 4, 10, 11, 13, 14, and 41 of the 1992 Zoning Ordinance to streamline the land entitlement permit process for certain land uses and permits that are low risk and achieve a high level of compliance with conditions of approval and to ‘save this delegated by staff or approved by the City Planner in order to expedite the processing time and requirements for future businesses and help foster economic development; and introduction of an ordinance to effect these changes – Applicant: City of Oceanside

A) Mayor opens public hearing
B) Mayor requests disclosure of Councilmember and constituent contacts and correspondence
C) City Clerk presents correspondence and/or petitions
D) Testimony, beginning with Scott Nightingale, Planner
E) Recommendation – Introduce the ordinance

Introduction of Ordinance
Approved 5-0

18. City Council: Consideration of an appeal of Planning Commission Resolution No. 2012-P49 approving Development Plan (D12-00015), Regular Coastal Permit (RC11-00002), and Tentative Parcel Map (P12-00002) for the demolition of three residential units, construction of a three-story duplex and establishment of two condominium residential units on a single lot at 1513 S. Pacific Street; and adoption of a resolution denying the appeal and upholding the Planning Commission decision approving the project – Burgess/Journigan Residences – Appellant/Applicant: Chris Burgess

A) Mayor opens public hearing
B) Mayor requests disclosure of Councilmember and constituent contacts and correspondence
C) City Clerk presents correspondence and/or petitions
D) Testimony, beginning with Amy Fousekis, Principal Planner
E) Recommendation – adopt the resolution

Motion to continue this item to January 30, 2013
Approved 5-0

19. Request by Councilmember Fellen to remove Mayor Jim Wood as City of Oceanside Primary SANDAG Board Member

Motion to remove Mayor Wood as Primary SANDAG Board member
Approved 3-2, Wood and Sanchez – no
INTRODUCTION AND ADOPTION OF ORDINANCES

The following items are ordinances for introduction or adoption by the City Council/HDB/CDC/OPFA. Ordinances are laws of the City of Oceanside and require introduction and adoption at two separate City Council meetings (urgency ordinances are an exception, and may be introduced and adopted at one meeting as an emergency measure). The City Council/HDB/CDC/OPFA has adopted a policy that it is sufficient to read the title of ordinances at the time of introduction and adoption, and that full reading of ordinances may be waived. After the City Attorney has read the titles, the City Council/HDB/CDC/OPFA may introduce or adopt the ordinances below in a single vote. There will be no discussion of the items unless requested by members of the City Council/HDB/CDC/OPFA or the public through submittal of a Request to Speak form prior to the commencement of this agenda item.

20. City Council/ Harbor: Adoption of an ordinance amending Chapter 28A of the Oceanside City Code to provide informal bidding procedures under the Uniform Public Construction Cost Accounting Act (introduced on 12/19/12, 4-0 vote, Kern absent)

**Ordinance No. 13-OR0009-1**

Approved 4-0, Kern abstaining

ADJOURNMENT

The next regularly scheduled meeting is at 2:00 p.m. on Wednesday, January 16, 2013. **Following a moment of silence for Diane Nydegger,** adjourned at 8:23 p.m.
DATE: January 2, 2013

TO: Honorable Mayor and City Councilmembers

FROM: City Manager Office

SUBJECT: ADOPTION OF A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR THE SMART GROWTH INCENTIVE PROGRAM FUNDS THROUGH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR THE MISSION AVENUE IMPROVEMENT PROJECT AND THE MIXED USE PUBLIC PARKING STRUCTURE AND STATING THE CITY’S ASSURANCE TO COMPLETE THE PROJECTS

SYNOPSIS

Staff recommends that the City Council adopt the resolution authorizing the filing of an application for the Smart Growth Incentive Program Funds through SANDAG.

BACKGROUND

Starting in 2009, the Smart Growth Incentive Program (SGIP) will award two percent of the annual TransNet funding (approximately $9.6 million in FY 2012) for the next 40 years to local governments through a competitive grant program to fund transportation-related infrastructure improvements and planning activities that will help better coordinate transportation and land use in the San Diego region. This program was developed based on the SANDAG Pilot Smart Growth Incentive Program approved in 2005.

The TransNet-funded SGIP funds transportation and transportation-related infrastructure improvements and planning efforts that support smart growth development. The program funds two grant types: capital projects and planning projects.

The goal of the TransNet SGIP is to fund public infrastructure projects and planning activities that will support compact, mixed use development focused around public transit and will increase housing and transportation choices. The projects funded under this program will serve as models for how infrastructure and planning can make smart growth an asset to communities in a variety of settings. Projects should help attract private investment to develop creative urban places with the support of SANDAG funds.

In October 2012, the City was awarded $1.5 million from the Active Transportation Grant, for Phase I of the Mission Avenue Improvement Project.
funds. The Mixed Use Public Parking Structure Planning Study has been assigned the following account number, (Account No. 836128900972).

CITY ATTORNEY'S ANALYSIS

The resolution has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution authorizing the filing of applications for the Smart Growth Incentive Program Funds through SANDAG.

PREPARED BY:

Shan M. Babick
Associate Planner

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
John Helmer, Interim Downtown Development Manager
Teri Ferro, Financial Services Director

EXHIBITS/ATTACHMENTS

1. Resolution
2. SANDAG Grant Agreement
RESOLUTION NO. 13-R0004-1

A RESOLUTION OF THE CITY OF OCEANSIDE
AUTHORIZING THE FILING OF AN APPLICATION FOR
SMART GROWTH INCENTIVE GRANT PROGRAM FUNDS
THROUGH THE SAN DIEGO ASSOCIATION OF
GOVERNMENTS (SANDAG) FOR THE MISSION AVENUE
IMPROVEMENT PROJECT AND ACCEPTING THE TERMS
OF THE GRANT AGREEMENT

WHEREAS, $9.6 million of TransNet funding for capital and planning smart growth
incentive program projects is available to local jurisdictions and the County of San Diego for
the Fiscal Years 2011-2012-2013; and

WHEREAS, the City of Oceanside wishes to receive $2.4 million in Smart Growth
Incentive Program Grant funds for the Mission Avenue Improvement Project; and

WHEREAS, the City of Oceanside 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 Oceanside agrees to complete the proposed grant project within
a timely matter and in compliance with SANDAG Board Policy No. 035.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Oceanside is authorized to submit an application to the San Diego Association of Governments
(SANDAG) for the Smart Growth Incentive Grant Program funding in the amount of $2.4
million for the Mission Avenue Improvement Project; and
BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund the Mission Avenue Improvement Project the Governing Board commits to providing $500,000 of matching bonds and authorizes the City of Oceanside staff to accept the grant funds, execute the attached grant agreement with SANDAG with no exceptions, and complete the Mission Avenue Improvement Project.

PASSED AND ADOPTED by the City Council of the City of Oceanside this 2nd day of Jan., 2013 by the following vote:

AYES:    WOOD, FELIEN, FELLER, KERN
NAYS:    SANCHEZ
ABSENT:  NONE
ABSTAIN: NONE

ATTEST:

City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
by
City Attorney
FOR INFORMATION ONLY – DO NOT FILL OUT

TRANSNET SMART GROWTH INCENTIVE GRANT PROGRAM
FISCAL YEAR 2011 – 2012 - 2013

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], 2012, by and between the San Diego Association of Governments (hereinafter referred to as
"SANDAG"), 401 B Street, Suite 800, San Diego, California, and the [Grant Recipient and Address]
(hereinafter referred to as "Grantee"). This agreement expires on [Month] [Day], [Year].

The following recitals are a substantive part of this Agreement:

A. In November 2004, the voters of San Diego County approved SANDAG Ordinance 04-01, which
extended the TransNet ½ cent sales and use tax through 2048 (Extension Ordinance).

B. The Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP),
which funding began on April 1, 2008.

C. The SGIP is commonly referred to, herein, as the "Smart Growth Incentive” grant program (SGIP).

The SANDAG Board of Directors also approved programming of approximately $[insert new
updated amount for the call for project which generated THIS grant award/agreement] million in
TransNet funds [insert new future date when BOD approved action described in this recital] by
Resolution Number [insert Reso number].

D. On [insert updated future date], SANDAG issued a Call for Projects from local jurisdictions in San
Diego County wishing to apply for a portion of the SGIP Funding/ TransNet Funds for use on
capital improvement and planning projects meeting certain criteria.

E. Both SGIP Funding and TransNet funds were eligible funding sources for the SGIP.

F. Grantee successfully applied for SGIP Funding for the following project: [Insert Project
Name/Description] (hereinafter referred to as the "Project"). The scope of work, schedule, and
budget for the Project is attached as Attachment A.

G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide
Grantee with funding to implement the Project.
Contracts Staff: Before finalizing this agreement for internal SharePoint routing please obtain from SANDAG Finance and Planning staff the TransNet MPO ID required to complete Recital H, below. Thank you.

H. Grantee’s Project is funded with [insert dollar values for Extension Ordinance funding, e.g. $268,000] in Extension Ordinance funds. TransNet MPO ID ________.

I. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not be responsible for Project implementation or hold any substantial control of the Project.

NOW, THEREFORE, it is agreed as follows:

Section 1. 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. Agreement. This Grant Agreement, together with all Attachments hereto, which are hereby incorporated into this Agreement and contain additional terms and conditions that are binding upon the parties.

C. 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. (See also Notice to Proceed, below at paragraph I in this Section 1.)

D. 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 attached hereto as a section of Attachment A.

E. SGIP Funds and Funding. Funding from the TransNet Extension Ordinance for the Smart Growth Incentive Program (SGIP).

F. Grantee. The local jurisdiction that is the recipient of SGIP Funding under this Agreement. If the Grantee enters into agreements with other parties to assist with the implementation of the Project, each participant in, member of, or party to that agreement is deemed a “subgrantee” and for purposes of compliance with applicable requirements of the Agreement for its Project will be treated as a Grantee.
Note to SANDAG Contracts Staff: Please complete Section G. "Maximum Percentage of SANDAG Participation" only if grantee committed matching funds in its grant application. If grantee did not commit matching funds in its application, please delete Section G, and adjust the Section letters, below, accordingly. If grantee did commit matching funds, please delete Paragraph G, and complete Paragraph H, below. After selecting either Paragraph G or H, below, please adjust the remaining Paragraph letters accordingly. Thank you.

G. Maximum Percentage of SANDAG Participation. Grantee submitted an application and was evaluated based on its representation that it would provide matching funds for the Project. Grantee agrees to provide ___% of the Approved Project Budget as matching funds from resources other than the TransNet funds. Therefore, the maximum percentage that SANDAG will pay Grantee for amounts invoiced under this Agreement is ___%, or $___, whichever is the lesser of these two amounts.

H. Maximum SANDAG Contribution. Grantee submitted an application and was evaluated based on its representation that it would abide by a budget for the Project, which has been finalized and attached to this Agreement as the Approved Project Budget (included in Attachment A). Based on the Approved Project Budget, the maximum amount of SGIP funding SANDAG will pay to Grantee for amounts invoiced under this Agreement is $___, or ___% of the Approved Project Budget, whichever is the lesser of these two amounts.

I. 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.

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

K. Term. The Term of this Agreement begins on the date SANDAG issues the Notice to Proceed and ends on the last date indicated in the Project Schedule, (Attachment A), unless amended consistent with the terms of this Agreement and SANDAG's Board Policy No. 035, as amended.
Section 2. 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 Project Description/Scope of Work attached 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 only after receiving a written 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 Extension Ordinance.

4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule attached hereto as a section of Attachment A and in compliance with SANDAG Board Policy No. 035 ("Competitive Grant Program Procedures"), as amended, attached hereto as Attachment B.

5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project Implementation and Oversight Requirements attached hereto as Attachment C and SANDAG Board Policy No. 035 as amended. Additionally, 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. 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.

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 scoring criteria. Any substantive deviation from Grantee's representations in the Project Justification during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should know that substantive changes in the Project Justification have occurred or will occur, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is
still consistent with the overall objectives of the SGIP Program and that the changes would not have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have SGIP Funding withheld from, or refunded to SANDAG from Grantee due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project Justification. See Section 9, paragraph F of this Agreement regarding amendments to the Scope of Work.

B. Application of Laws    Should a federal or state law pre-empt a local law, regulation, or the TransNet 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 portions thereof expeditiously.

C. Notice Regarding Prevailing Wages    SANDAG’s SGIP 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, a recent appellate court case (Asuzza Land Partners v. Department of Industrial Relations 191 Cal. App. 4th 1 [2010]), may require that TransNet-funded public works projects pay prevailing wages for workers. Before entering into a grant agreement with SANDAG, grantees are strongly encouraged to seek legal counsel regarding whether the Asuzza case will subject the grant project to prevailing wage laws consistent with Labor Code Section 1720 et seq. This Grant 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. Grantee’s Responsibility to Extend Agreement Requirements to Other Entities

1. Entities Affected. 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. RequiredClauses. The Grantee agrees to use a written document (such as a subagreement, lease, third-party contract or other) including all appropriate clauses stating the entity’s responsibilities under applicable laws, regulations, or policies.
4. **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.

F. **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.

G. **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 SANDAG Board Policy No. 035 (Competitive Grant Program Procedures). 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. Grantee further agrees to comply with the procedures set forth in SANDAG Board Policy No. 035 attached hereto as Attachment B if it anticipates a delay in performance.

H. **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.

I. **Anti-Discrimination Laws.** 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, 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 upon request and will notify SANDAG immediately if a complaint is lodged that relates to the project or program funded by this grant.

**Section 3. 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 Funding. The Grantee agrees that its code of
conduct or standards of conduct shall specify that its officers, employees, 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. Such a conflict would arise when an employee, officer, council or 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 the entity selected for award. 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, 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 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 the firm selected 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 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 Funding application for the Project.

**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.

Section 4. 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, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the SGIP Funding awarded for the Project may be made by SANDAG's Project Manager 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.

Section 5. Payments

A. **Funding Commitment.** The Grantee agrees that SANDAG's maximum commitment for Project Costs will not exceed the Maximum SANDAG Contribution of $____. SANDAG's responsibility to the County of San Diego to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Within 30 days of notification to the Grantee that specific amounts are owed to, or withheld by, SANDAG, whether for excess payments of SGIP Funding, Grantee's failure to comply with the Agreement, SANDAG Board Policy No. 035 (Attachment B) and any policy amendments thereto, disallowed costs, or funds recovered from third-parties or elsewhere, the Grantee agrees to remit the owed amounts to SANDAG, including applicable interest, penalties, and administrative charges.

B. **Payment by SANDAG.** Grantee is required to submit invoices no more often and no less frequently than quarterly. Invoices must be accompanied by a quarterly report (Attachment D). SANDAG will make payments for eligible amounts to Grantee within 30 days following receipt of Grantee's invoice(s) if Grantee has complied with the requirements of the Agreement, including quarterly reporting requirements, has satisfied SANDAG that the SGIP Funding requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with SANDAG Board Policy No. 035 and any policy amendments thereto. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG will reimburse the Grantee's apparent allowable costs incurred consistent with the Approved Project Budget for the Project.

C. **Eligible Costs.** The Grantee agrees that Project costs eligible for SGIP Funding must comply with all the following requirements. Except to the extent that 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, not advance 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), and

8. Eligible for SGIP Funding as part of the SGIP Program Claim Eligible Costs.

9. **Expended allowable direct and indirect costs.** Indirect costs will be reimbursed only if the Grantee has an approved indirect cost allocation plan and prior written approval has been obtained by SANDAG. The Grantee shall annually submit to SANDAG, prior to reimbursement of indirect costs, an approved indirect cost allocation plan in accordance with Office of Management and Budget (OMB), Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments, which can be viewed at http://www.whitehouse.gov/omb/circulars. Indirect Costs are only allowable with either: (1) an approved Indirect cost rate from a Federal Cognizant agency (or its designee) or an independent certified accounting firm; or (2) the applicant’s proposed method for allocating indirect costs must be submitted in accordance with applicable OMB guidelines and approved by SANDAG. If the Grantee does not have an acceptable approved indirect cost allocation plan, then indirect costs are not eligible for reimbursement.

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.

11. In the event the Grantee receives payment from SANDAG, for which reimbursement is later deemed ineligible and disallowed by SANDAG, the Grantee shall promptly refund the disallowed amount to SANDAG on request, or SANDAG may offset the amount disallowed from any payment due to or to become due to the Grantee under this Agreement.

D. **TransNet Project Eligibility**
TransNet SGIP Funds may be expended for capital projects such as pedestrian improvements, bicycle and transit facilities, and other innovative smart growth supporting infrastructure, as well as planning projects such as updates to land use plans to qualify for "potential" smart growth opportunity area as "existing/planned," and other planning activities that facilitate smart growth.

E. Excluded Costs

1. In determining the amount of SGIP 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;

   d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

2. 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, and/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 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 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.

F. Maximum SANDAG Participation. Upon receipt of an invoice from Grantee documenting Grantee's incurred and eligible expenses, SANDAG agrees to pay its Maximum Percentage/Amount of SANDAG Participation based on the invoiced amount.

Note to SANDAG Contracts Staff: If grantee did not commit matching funds in the grant application, please delete Section H. "Matching Funds" from the agreement, and re-letter following sections accordingly. Thank you.

G. Matching Funds Grantee has proposed matching funds for the project and therefore agrees as follows:
1. Duty to Obtain Matching Funds The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the TransNet Ordinance Assistance awarded, that will assure payment of the actual cost of each Project activity covered by the Agreement for the Project. The amount of matching funds and percentage(s) of matching funds and/or in-kind contributions 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 the Project. 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.

2. Prompt Payment of Matching The Grantee agrees to provide the minimum proportionate amount of the matching funds upon submittal of reimbursement for each invoice and cumulatively over the life of the project as it incurs Projects costs. If the minimum match is not provided with each invoice submittal or cumulatively over the life of the project, the identical amount to make up the difference may be withheld as retention for each invoice until the minimum match cumulatively over the life of the project is satisfactorily provided. The retention withholding would be released upon the minimum match provided, in accordance with the invoice payment terms as stated in this Agreement.

3. Reduction of Matching Funds The Grantee agrees that no reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of TransNet Ordinance Assistance provided is made to SANDAG in order to maintain Maximum Percentage(s) of SANDAG participants. No refunds of matching funds will be made.

Section 6. 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 maintain all documentation of 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.

Section 7. Reporting, Record Retention, and Access

A. Types of Reports. The Grantee agrees to submit to SANDAG all reports required by laws and regulations, policies, the 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 the ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including ITOC, to report on its progress and respond to questions.

G. Data Collection and Communities Served 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.
Section 8. 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. The Grantee agrees to have performed financial and compliance audits SANDAG may require consistent with the TransNet Extension Ordinance for TransNet funds. This Project’s MPO ID Number is located in both Recital H, above, and on Attachment A. The Grantee agrees that Project closeout will not alter the Grantee’s audit responsibilities.

C. Project Closeout. Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final SGIP Funding payment and liquidates any remaining funds. 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.

D. 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.

Section 9. 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 (Attachment A), and consistent with SANDAG 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 SANDAG 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 SANDAG 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 Funding to be provided for the Project if the Grantee has violated the terms of the
Agreement, or SANDAG Board Policy No. 035, or if SANDAG determines that the purposes of the laws or policies authorizing the Project would not be adequately served by the continuation of SGIP Funding for the Project.

D. In general, termination of SGIP 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 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 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 must 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 SANDAG Board Policy No. 035.

F. Amendment of Scope. The grant was awarded based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the Scope of Work (Included in Attachment A). Any substantive deviation from the Scope of Work must be approved by SANDAG if SGIP Funds are to be used for such changes. If Grantee believes substantive changes need to be made to the Project, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the SGIP Program, SANDAG Board Policy 035 and that the changes would not have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have SGIP Funding withheld or refunded due to substantive Project changes.

Section 10. 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 20 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 10 days from the postmark date of SANDAG’s reply. The Executive Director will respond to the request for reconsideration within 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. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning 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.

**Section 11. Assignment**

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

**Section 12. 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 notice to SANDAG.

**Section 13. Insurance**

Grantee shall procure and maintain during the period of performance of this Agreement, and for 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

1. 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.

2. 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. Each insurance policy shall contain a clause which provides that the policy may 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.

Section 14. Indemnification and Duty to Defend

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 wages claims against the Project, asserted or liability established 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 agents, officers, or employees.

B. Intellectual Property. Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its 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.
Section 15. Relationship of Parties

For purposes of this Agreement, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations. 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 in this Agreement.

Section 16. 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.

Section 17. 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: Heather Cooper

Grantee:
City of National City
1243 National City Boulevard
National City, CA 91950
Attn: Stephen Mangiello

and shall be effective upon receipt thereof.

Contracts Staff: After receiving this original agreement back from the Grantee and before routing the original agreement for final SANDAG “wet” signatures, please confirm with SANDAG Finance and Planning staff that the applicable RTIP has been approved. Thank you.

Section 18. 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
Executive Director

CITY OF NATIONAL CITY

[Full Name]
[Title]

APPROVED AS TO FORM:

Associate General Counsel

APPROVED AS TO FORM

[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.________
COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to the following grant programs administered through SANDAG, whether from TransNet or another source: Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Job Access Reverse Commute, New Freedom, and Section 5310 Elderly & Persons with Disabilities Transportation 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 the 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
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. **Design Development Meetings**: Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all design development meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

3. **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 standards.

4. **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.

5. **Performance Monitoring**: SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall SGIP. 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 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. **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.

3. **Request for Proposals and Consultant Selection**: Grantee must submit consultant draft Request for Proposals to SANDAG staff for review and comment. Consultant proposals must also be submitted to SANDAG for review and comment prior to consultant selection.

4. **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.
ATTACHMENT D
QUARTERLY REPORT AND INVOICE FORMS

SMART GROWTH INCENTIVE GRANT PROGRAM
QUARTERLY PROGRESS REPORT

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Project Title:
Project Manager Name:
Agency:
Address:
Telephone:

Contract #:
Invoice Date:

Invoice #: ___________________________ Invoice Period: (from) (to)

Task 1 (Fill in each task from Scope of Work)
1. Work Accomplished this Invoice Period
   Add description

2. Work Anticipated for Next Invoice Period
   Add description

3. Challenges or Problems Experienced and Actions Toward Resolution
   Add description

Task 2
1. Work Accomplished this Invoice Period
   Add description

2. Work Anticipated for Next Invoice Period
   Add description

3. Challenges or Problems Experienced and Actions Toward Resolution
   Add description

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Action/s requested of SANDAG (check appropriate box/es):

☐ No action requested

☐ Amendment to*:
  ☐ Scope of Work  
    Describe:  
    Justification:  
  ☐ Project Budget  
    Describe:  
    Justification:  
  ☐ Project Schedule  
    Describe:  
    Justification:

*For any amendment requested, please describe the amendment and provide justification for why the amendment is needed.

For Project Schedule amendment requests, explain:
  • previous efforts to maintain timely progress,
  • reasons for the delays and why they were unavoidable, and
  • demonstrate how the project will meet the proposed revised deadlines if the schedule amendment is approved.

It is the Grantee’s responsibility to ensure compliance with Board Policy No. 035 (Use it or Lose it) milestones and grant agreement terms and conditions. Amendment requests are subject to SANDAG approval.

Note that any changes from scheduled start and completion dates are subject to approval by SANDAG. Please refer to Board Policy No. 35 in your grant agreement regarding milestones that fall behind schedule, and the actions required for schedule adjustments.
# Smart Growth Incentive Program Invoice Template

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

**From:**  
Name

**Project Name:**

**Contract Number:**

**Grant Invoice Number:**

**Billing Period:**  
FROM:  
TO:  
**Invoice Date:**

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

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CERTIFICATION OF GRANTEE

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

Signature ___________________________ Printed Name and Title ___________________________ Date ____________


DATE: December 14, 2011

TO: Honorable Mayor and City Councilmembers
    Chairman and Members of the Community Development Commission

FROM: Economic and Community Development Department

SUBJECT: ADOPTION OF A RESOLUTION ADOPTING A MITIGATED NEGATIVE DECLARATION (MND) AND APPROVING GENERAL PLAN AMENDMENT (RGPA-11-00001) TO THE CIRCULATION ELEMENT FOR A RECLASSIFICATION OF MISSION AVENUE FROM MAJOR AND SECONDARY ARTERIAL (FOUR-LANES TWO-WAY) TO A COLLECTOR (TWO-LANES ONE-WAY WESTBOUND), FROM CLEMENTINE STREET TO CLEVELAND STREET AND COASTAL PERMIT (RRP-11-00002) FOR THE GENERAL PLAN AMENDMENT AND IMPROVEMENTS TO MISSION AVENUE, SEAGAZE DRIVE, CLEMENTINE AND CLEVELAND STREETS – APPLICANT: CITY OF OCEANSIDE

SYNOPSIS

Staff recommends that the City Council adopt a resolution adopting a Mitigated Negative Declaration (MND) and approving General Plan Amendment (RGPA-11-00001) to the Circulation Element for a reclassification of Mission Avenue from a Major and Secondary Arterial (four-lanes two-way) to a Collector (two-lanes one-way westbound), from Clementine Street to Cleveland Street and Coastal Permit (RRP-11-00002) for the General Plan Amendment and improvements to Mission Avenue, Seagaze Drive, Clementine and Cleveland Streets.

BACKGROUND

In 2002, the City’s Redevelopment Agency completed a pedestrian study called the “Walkable Communities” for the downtown area. One of the recommendations made was to slow down the traffic on Mission Avenue (from Home Street to Coast Highway) thereby increasing the downtown area pedestrian walk-ability and making pedestrian travel much safer. In order to accomplish this, street and infrastructure improvements are required such as landscaping, lighting, upgrading traffic signals, signage, street furniture, etc.

On November 19, 2008, the Community Development Commission (CDC) approved the issuance of a Request for Proposals for the conceptual design for improvements to Mission Avenue from Clementine to Cleveland Streets and on April 8, 2009, the CDC approved Kimley-Horn and Associates Inc. (KHA), as the design consultant.
Public input was very important to insure that the surrounding neighborhood and businesses were included in the process. City staff and the consultant conducted several meetings that were available and open to the public (see attachment).

On September 1, 2010, the Community Development Commission held a workshop and gave direction to staff to proceed with Alternative 3 for the final construction design for improvements to Mission Avenue from Clementine to Cleveland Streets with a modification to Seagaze Drive to accommodate buses for NCTD.

The proposed improvements to Mission Avenue included several different components; therefore, staff thought it would be prudent to create a working group. The "working group" committee included City staff as well as representatives from Planning, Arts, Economics, MainStreet, Transportation, and Bike commissions.

The working group committee met on November 30, 2010, and formed a consensus related to several issues. One of those issues was to create a Class III Bike Route to be located along the north side of Mission Avenue. This is also consistent with the 2008 City of Oceanside Bicycle Master Plan. In order to accommodate a Class III Bike Route, a wider than a standard outside bicycle lane (14-feet wide versus 12-feet wide) would be located within the vehicular right-of-way and delineated by directional signage. In addition, it was agreed that the reversed angled parking would be located on the north side of Mission Avenue and parallel parking on the south side of Mission Avenue.

On January 26, 2011, the CDC approved a PSA with KHA to provide for the General Plan Amendment for the Circulation Element update, environmental documentation and construction drawings for the improvements to Mission Avenue.

On March 2, 2011, staff and KHA met with NCTD staff to review the Mission Avenue Improvement conceptual plans and their affect on current bus routes and stops.

On October 6, 2011, staff and KHA met with the Oceanside Unified School District staff to review the Mission Avenue Improvement conceptual plans and their potential effect on school vehicular and pedestrian traffic.

On November 7, 2011, staff met with the working group to discuss the current improvement plans.

Project Description: The project application consists of a General Plan Amendment (GPA) to the Circulation Element and a Regular Coastal Permit.

General Plan Amendment: A GPA to the Circulation Element is required to change Mission Avenue street classification from a Major and Secondary Arterial (four-lane two-way) into a Collector (two-lanes one-way westbound) from Clementine to Cleveland Streets creating a one-way couplet system with Seagaze Drive (two-lanes one-way eastbound). The proposed project can be summarized as follows:
• Reconfigure Mission Avenue between Clementine and Cleveland Streets from an existing four-lane street to a proposed two-lane, one-way street for westbound traffic only;
• Replace existing parallel parking on the north side of Mission Avenue from Clementine to Cleveland Streets with reversed angled parking;
• Widen the sidewalk, expand landscaping, and install pedestrian improvements on Mission Avenue from Clementine to Cleveland Streets;
• Reconfiguration of Seagaze Drive from Coast Highway to Clementine Streets to provide two one-way eastbound lanes;
• Between Mission Avenue and Seagaze Drive, reconfiguration of Cleveland Street to provide two one-way southbound lanes and reconfiguration of Clementine Street to provide two one-way northbound lanes. This reconfiguration of Clementine Street is to provide direct vehicular access to I-5; in addition to avoiding potential traffic and pedestrian conflicts on Home Street;
• Addition of a northbound left-turn lane at the intersection of Mission Avenue and North Coast Highway; and
• Implementation of various traffic control and transit stop changes to accommodate the proposed changes in traffic circulation.

As noted, portions of three other streets will also be affected by the proposed circulation changes to Mission Avenue (Clementine, Seagaze and Cleveland Streets), however, these streets are not Circulation Element streets and therefore the GPA addresses only the proposed changes to Mission Avenue.

Regular Coastal Permit: Section III. Project Permit Category Determination, D. Projects Requiring a Regular Coastal Permit 1., of the Local Coastal Plan, states that a Regular Coastal Permit is necessary when processing a GPA for projects located within the coastal zone and for the proposed street improvements.

Environmental Determination: A Mitigated Negative Declaration has been prepared for the project stating that if the conditions of approval are implemented, there will not be a significant adverse impact on the environment (see attached Mitigated Negative Declaration). Under the provisions of the California Environmental Quality Act, the Community Development Commission will consider the Mitigated Negative Declaration during its hearing on the project.

ANALYSIS

The Commission gave direction to staff for the City's consultant to prepare the General Plan Amendment, environmental documentation and construction drawings for the street improvements to Mission Avenue. The proposed street improvements will result in the reclassification of Mission Avenue from a Major and Secondary Arterial (four-lane two-way) into a Collector (two-lanes one-way westbound) from Clementine to Cleveland Streets. The benefits of the reclassification of this portion of Mission Avenue and subsequent improvements include but are not limited to the following:
• Enhanced traffic circulation;
• Improved pedestrian safety;
• Lower greenhouse gases;
• Improved aesthetics;
• Accommodates the needs of all road users regardless of their mobility;
• Elimination of storm runoff water pollution;
• Increased business activity;
• Improved bus stop locations;
• Gives people choices; and
• Increased health benefits.

The proposed reclassification of this portion of Mission Avenue and subsequent street improvements will result in substantial benefits to the Downtown Redevelopment Project Area in addition to the surrounding neighborhoods.

The proposed street improvements would include pedestrian enhancement, improved drainage, bus turnout design, street improvements such as curb and gutter, storm water improvements, pop-outs, new traffic signals, design modifications to existing traffic signals, street lights, bio-swales, landscape, canopy trees, increased pedestrian safety and amenities (street furniture). The proposed landscape palette will utilized California native drought tolerant plants and trees, low-flow drip irrigation, bubblers and smart controllers to reduce water consumption. In addition, the reclassification and subsequent street improvements will also improve traffic circulation including increasing the vehicular capacity of Mission Avenue at the street intersections as well as improving the public transportation routes. It should also be noted that the proposed improvements to Mission Avenue (located west of I-5), was ranked as the second highest priority pedestrian project as stipulated in the 2009 Pedestrian Master Plan.

An added benefit to the reclassification of this portion of Mission Avenue and ensuing street improvements will be that Mission Avenue will be considered a “Complete Street”. In January 2011, Assembly Bill 1358 (Complete Street Act) took effect. The Complete Streets Act made California the first state in the nation to ensure that all local streets and roads accommodate the needs of bicyclists, pedestrians (including people with disabilities and children) and transit riders, as well as motorists. The new law requires cities and counties, upon revision of the circulation element of the general plan, to ensure that local streets and roads meet the needs of all users. Subsequently, the City’s draft Circulation Element addresses AB 1358 under Appendix C (Complete Streets Checklist for Oceanside).

The Mission Avenue street improvements would also result in a safer road which enables more people to gain the health benefits of choosing an active form of transportation and benefit everyone by reducing traffic congestion, auto-related air pollution and the production of climate-changing greenhouse gases. Streets that provide travel choices give people the option to avoid traffic jams and increase the overall capacity of the transportation network. Public health experts are encouraging walking and bicycling as
a response to the obesity epidemic. One study found that 43 percent of people with a safe place to walk within 10 minutes of home met recommended physical activity levels.

The passage of AB 32 (Global Warming Solutions Act) in 2006 made California a world leader in the reduction of greenhouse gas emissions. More than half of commute trips, and three out of four shopping trips, are less than 5 miles in length. These short trips are the most polluting and least efficient in terms of fuel consumption, but many of these trips could be made by bicycling and walking.

**Redevelopment Plan:** Section 301(4) of the Redevelopment Plan states that the Agency proposes to eliminate and prevent the spread of blight and a deterioration of the Downtown Project Area by, among other things, providing for the reconstruction of streets, utilities and other infrastructure improvements that benefit the public. The proposed project is consistent with and advances the goals and objectives of the Redevelopment Plan in that it provides public infrastructure improvements by reconstructing streets and utilities.

**Circulation Element:** Appendix C of the amended Circulation Element, Complete Streets Checklist for Oceanside, states that the design of intersections and public right-of-ways should include adequate and safe access for all users including pedestrians, bicyclists, and motorists of all ages and abilities. Currently, this portion of Mission Avenue (west of Interstate 5) is designed only for motor vehicles. The proposed reclassification of Mission Avenue and subsequent street improvements will bring this portion of Mission Avenue in compliance with the amended Circulation Element Complete Street in addition to AB 1385.

**Local Coastal Plan:** Staff's review of the project examined the consistency of the development with the underlying zoning regulations and policies of the Local Coastal Program. The project is located outside of the "appealable area" which is defined as the first 300 feet east of The Strand. Staff evaluated the proposed project and its effect on public coastal views. The proposed project will not substantially alter or impact the existing coastal views through the Mission Avenue public view corridor because the project proposes only street improvements such as lighting, landscaping and street furniture within the existing public right-of-way. No structures are proposed within Mission Avenue public view corridor. In addition, the project proposes to filter the storm water through bio-swales which is consistent with Section III.C. 2. of the Local Coastal Plan, which requires the City to minimize pollutants into the urban run-off.

**2009 Pedestrian Master Plan:** The proposed street improvements to that portion of Mission Avenue are consistent with the 2009 Pedestrian Master Plan. This portion of Mission Avenue is ranked as the second highest priority pedestrian project as stipulated in the 2009 Pedestrian Master Plan.

Providing community residents with options that get them out of their cars is a proven strategy for improving communities, reducing air pollution and generating local businesses. The reclassification of this portion of Mission Avenue and subsequent street improvements
gives Oceanside residents as well as visitors better and healthier lives by accommodating all users of the roadway.

Upon receiving approval of the GPA from City Council the anticipated timeline is as follows:

- Spring 2012 - Construction drawings completed;
- Summer 2012 - Project goes out to bid;
- Fall 2012 - Award of bid;
- Winter 2012 - Construction commences; and
- Summer 2013 - Construction is completed.

COMMISSION OR COMMITTEE REPORTS

The Redevelopment Advisory Committee (RAC) reviewed the General Plan Amendment and Regular Coastal Permit at its November 9, 2011 meeting.

FISCAL IMPACT

Classifying Mission Avenue as a “Complete Street” also makes it available for future state and federal funding including but not limited to Sustainable Communities, Safe Routes to School, HSIP, Livable Communities, Tiger and EECBG. Staff will be pursuing these grants to offset the proposed project’s construction costs.

CITY ATTORNEY’S ANALYSIS

Pursuant to the Oceanside Zoning Ordinance Article 45, Section 4504 B. and Government Code Section 65090, the City Council is authorized to hold a public hearing on this General Plan Amendment. Consideration of the General Plan Amendment should be based on the evidence presented at the public hearing. After conducting the public hearing, the Commission shall approve, conditionally approve, or disapprove the General Plan Amendment. The referenced documents have been reviewed and approved as to form by the City Attorney.
RECOMMENDATION

Staff recommends that the City Council adopt a resolution adopting a Mitigated Negative Declaration (MND) and approving General Plan Amendment (RGPA-11-00001) to the Circulation Element for a reclassification of Mission Avenue from a Major and Secondary Arterial (four-lanes two-way) to a Collector (two-lanes one-way westbound), from Clementine Street to Cleveland Street and Coastal Permit (RRP-11-00002) for the General Plan Amendment and improvements to Mission Avenue, Seagaze Drive, Clementine and Cleveland Streets.

PREPARED BY:  
Shan Babick  
Associate Planner

SUBMITTED BY:  
Peter A. Weiss  
Executive Director

REVIEWED BY:  
Michelle Skaggs Lawrence, Deputy City Manager  
Kathy Baker, Redevelopment Manager  
David DiPierro, City Traffic Engineer

EXHIBITS/ATTACHMENTS

1. Public Meeting and Public Outreach  
2. Resolution  
3. Mission Avenue Improvement Plan  
4. Negative Declaration
RESOLUTION NO. 11-R0790-3

A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF OCEANSIDE APPROVING REGULAR COASTAL PERMIT (RRP-11-00002) FOR AN AMENDMENT TO THE CIRCULATION ELEMENT OF THE GENERAL PLAN TO RECLASSIFY MISSION AVENUE FROM A MAJOR AND SECONDARY ARTERIAL TO A COLLECTOR AND TO AUTHORIZE IMPROVEMENTS TO MISSION AVENUE, SEAGAZE DRIVE, CLEMENTINE AND CLEVELAND STREETS - APPLICANT: CITY OF OCEANSIDE

WHEREAS, on December 14, 2011, the Community Development Commission held its duly noticed public hearing and considered an application for a Regular Coastal Permit (RRP-11-00002) for the construction of improvements to Mission Avenue, Seagaze Drive, Clementine and Cleveland Streets;

WHEREAS, the Project would reconfigure portions of these four streets and construct streetscape improvements and pedestrian amenities on Mission Avenue from Cleveland Street to Clementine Street as more specifically described in Section 8 of the Initial Study/Environmental Checklist; and

WHEREAS, the City Council of the City of Oceanside conducted a duly noticed public hearing for consideration of an amendment to the Circulation Element of the General Plan to allow the proposed reconfiguration and reclassification of Mission Avenue from a Major and Secondary Arterial (four-lanes two-way) to a Collector (two-lanes one-way westbound from Clementine Street to Cleveland Street);

WHEREAS, the Redevelopment Advisory Committee (RAC) of the City of Oceanside did, on November 9, 2011 review and recommend approval of Regular Coastal Permit (RRP-11-00002) on a 7-0 vote;

WHEREAS, a Mitigated Negative Declaration has been prepared for the project stating that if the conditions of approval are implemented there will not be a significant adverse impact upon the environment;

NOW, THEREFORE, the Community Development Commission of the City of Oceanside does resolve as follows:

///
FINDINGS:

For the Regular Coastal Permit for the General Plan Amendment:

1. The granting of the Regular Coastal Permit is consistent with the purposes of the California Coastal Act of 1976. The proposed reclassification of Mission Avenue from a Major and Secondary Arterial to a Collector from Clementine to Cleveland Streets is consistent with the General Commercial Land Use as depicted in the Local Coastal Program Land Use Map.

2. The proposed project is consistent with the policies of the Local Coastal Program as implemented through the City Zoning Ordinance. The proposed reclassification of Mission Avenue from Clementine to Cleveland Streets is consistent with the General Commercial Land Use as depicted in the Local Coastal Program Land Use Map. The proposed General Plan Amendment will not affect the existing public coastal views nor will it impede existing or proposed public beach access. In fact, the subsequent improvements to Mission Avenue will provide people with easier access to the beach area regardless of their abilities. Currently, it is difficult to access the beach area via Mission Avenue other than from a motor vehicle.

3. The proposed project will not obstruct any existing or planned public beach access; therefore, the project is in conformance with the policies of Chapter 3 of the Coastal Act. The propose General Plan Amendment will not obstruct any existing or future public beach pedestrian access in fact it will provide easier access to the beach via Mission Avenue.

For the Regular Coastal Permit for the Street Improvements:

1. The granting of the Regular Coastal Permit is consistent with the purposes of the California Coastal Act of 1976. The proposed reclassification of Mission Avenue from a Major and Secondary Arterial to a Collector from Clementine to Cleveland Streets is consistent with the General Commercial Land Use as depicted in the Local Coastal Program Land Use Map.

2. The proposed project is consistent with the policies of the Local Coastal Program as implemented through the City Zoning Ordinance. The proposed reclassification of Mission Avenue from Clementine to Cleveland Streets is consistent with the General Commercial Land Use as depicted in the Local Coastal Program Land Use Map. The project will not substantially alter or impact the existing public coastal views through the Mission Avenue public view corridors because the project proposes only street improvements such as landscaping, lighting and street furniture. No structures are proposed for this project; therefore, the public view corridors will not be compromised. In addition, the project proposes to filter the storm water.
through bio-swales which is consistent with Section III.C. 2. of the Local Coastal Plan, which requires the City to minimize pollutants into the urban run-off.

2. The proposed project will not obstruct any existing or planned public beach access; therefore, the project is in conformance with the policies of Chapter 3 of the Coastal Act. The project proposes only street improvements to Mission Avenue such as landscaping, bulb-outs, lighting, street furniture, etc. and does not propose any structures and therefore, will not obstruct any existing or future public beach pedestrian access.

SECTION 1. That General Plan Amendment (RGPA-11-00001) and Regular Coastal Permit (RRP-11-00002) is hereby approved subject to the following conditions:

**Economic/Redevelopment:**

1. This Regular Coastal Permit (RRP-11-00002) shall expire on December 14, 2013, unless implemented as required by the Zoning Ordinance.

2. This Regular Coastal Permit is for the improvements made to Mission Avenue, Seagaze Drive, Clementine and Cleveland Streets as depicted on the plans and exhibits presented to the Community Development Commission for review and approval.

3. Failure to meet any conditions of approval for this amendment shall constitute a violation of the Regular Coastal Permit (RRP-11-00002).

4. No deviation from these approved plans and exhibits shall occur without Economic and Community Development Department approval. Substantial deviations shall require a revision to the Regular Coastal Permit or a new Regular Coastal Permit.
Environmental:

5. The project shall be subject to all mitigation measures contained in the mitigation, monitoring and reporting program as depicted in the Mitigated Negative Declaration.

PASSED AND ADOPTED by the Oceanside Community Development Commission of the City of Oceanside this 14th day of December 2011 by the following vote:

AYES: WOOD, FELIEN, FELLER, KERN

NAYS: SANCHEZ

ABSENT: NONE

ABSTAIN: NONE

ATTEST:

Secretary

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

by General Counsel
RESOLUTION NO. 11-R0789-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE ADOPTING A MITIGATED NEGATIVE DECLARATION (MND) AND APPROVING A GENERAL PLAN AMENDMENT TO THE CIRCULATION ELEMENT FOR THE RECLASSIFICATION OF MISSION AVENUE FROM A MAJOR AND SECONDARY ARTERIAL (FOUR-LANES TWO-WAY) TO A COLLECTOR (TWO-LANES ONE-WAY WESTBOUND) FROM CLEMENTINE TO CLEVELAND STREETS-MISSION AVENUE IMPROVEMENTS-APPLICANT: CITY OF OCEANSIDE

WHEREAS, on December 14, 2011, the City Council of the City of Oceanside held its duly noticed public hearing and considered an application for adoption of a Mitigated Negative Declaration (MND) and a General Plan Amendment (RGPA-11-00001) to the Circulation Element for the reclassification of Mission Avenue from a Major and Secondary Arterial (four-lanes two-way) to a Collector (two-lanes, one-way westbound) from Clementine to Cleveland Streets;

WHEREAS, the Redevelopment Advisory Committee (RAC) of the City of Oceanside did, on November 9, 2011 review and recommend approval of General Plan Amendment (RGPA-11-00001) on a 7-0 vote;

WHEREAS, a Mitigated Negative Declaration (MND) has been prepared for the project stating that if the conditions of approval are implemented there will not be a significant adverse impact upon the environment;

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

FINDINGS:

For the Mitigated Negative Declaration:

1. The Mitigated Negative Declaration has been completed in compliance with the provisions of the California Quality Act (CEQA).

2. The Mitigated Negative Declaration was presented to the City Council and the City Council reviewed and considered the information contained in the Mitigated Negative Declaration prior to making a decision on the project.
For the General Plan Amendment:

1. The proposed reclassification of Mission Avenue from a Major and Secondary Arterial (four-lanes two-way) to a Collector (two-lanes one-way westbound) from Clementine Street to Cleveland Street is compatible with the surrounding land uses and traffic circulation. The proposed project will slow down traffic on this portion of Mission Avenue to create “Walkable Communities” along the main east-west commercial corridor in the Oceanside Downtown Redevelopment Project Area.

2. The proposed reclassification is appropriate and consistent with the Circulation Element, General Plan, Redevelopment Plan and Local Coastal Plan.

3. The proposed reclassification is consistent with all entitled project improvements located on and/or adjacent to Mission Avenue between Pacific and Horne Streets. The proposed reclassification and ensuing street improvements on this portion of Mission Avenue will increase vehicular capacity at the affected street intersections.

4. The reclassification of Mission Avenue between Clementine and Cleveland Streets will not disturb the City’s jobs-to-housing balance, nor degrade the City’s economic health because it does not negatively affect entitled projects or traffic circulation. The proposed street improvements will increase pedestrian activity and safety, minimize urban runoff, create a “Complete Street” for this portion of Mission Avenue in accordance with AB 1358, and will encourage new restaurants and cafes by providing outdoor dining space within the City’s existing right-of-way.

SECTION 1. The Mitigated Negative Declaration is hereby adopted subject to all mitigation measures contained in the mitigation, monitoring and reporting program as depicted in the Mitigated Negative Declaration.

SECTION 2. General Plan Amendment (RGPA-11-00001) is hereby approved subject to the following conditions:

Economic/Redevelopment:

1. This General Plan Amendment to the Circulation Element approves only the reclassification of Mission Avenue from a Major and Secondary Arterial (four-lanes two-way) to a Collector (two-lanes one-way westbound) from Clementine to Cleveland Streets as shown on the plans and exhibits presented to the City Council of the City of Oceanside for review and approval.
2. Failure to meet any conditions of approval for this amendment shall constitute a violation of the General Plan Amendment (RGPA-11-00001).

3. No deviation from these approved plans and exhibits shall occur without Economic and Community Development Department approval. Substantial deviations shall require a revision to the General Plan Amendment or a new General Plan Amendment.

PASSED AND ADOPTED by the Oceanside City Council of the City of Oceanside this 14th day of December 2011 by the following vote:

AYES: WOOD, FELION, FELLER, KERN

NAYS: SANCHEZ

ABSENT: NONE

ABSTAIN: NONE

ATTEST:

City Clerk

APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY

by City Attorney
MITIGATED NEGATIVE DECLARATION
City of Oceanside, California

1. APPLICANT: CITY OF OCEANSIDE
2. ADDRESS: 300 North Coast Highway
3. PHONE NUMBER: (760) 435-3354
4. LEAD AGENCY: City of Oceanside, 300 N. Coast Hwy., 92054
5. PROJECT MGR.: Jerry Hittleman
6. PROJECT TITLE: Mission Avenue Improvements
7. DESCRIPTION: General Plan Amendment to the Circulation Element for the reclassification of Mission Avenue from Major and Secondary Arterial (four-lanes two-lane) to a Collector Street (two-lanes one-way westbound) from Clementine to Cleveland Streets. In addition, the project calls for street improvements to that portion of Mission Avenue including but not limited to; bulb outs, landscaping, traffic signals, lighting, signage and street furniture

CITY PLANNER DETERMINATION: This project has been evaluated by the City Planner of the City of Oceanside in accordance with the Section 21080(c) of the California Environmental Quality Act (CEQA). On August 29, 2011, the City Planner determined that this project will not have a potentially significant adverse effect on the environment and issued a Mitigated Negative Declaration (MND). The basis for the City Planner’s determination is the Initial Study prepared pursuant to Section 15063 of the California Environmental Quality Act (CEQA) Guidelines. Copies may be reviewed or obtained from the Planning Division in City Hall located at 300 N. Coast Hwy. South Building. All public comments on the negative declaration must be provided in writing to the Planning Division on or before the "Posting Removal Date" cited above.

Jerry Hittleman, City Planner

cc: County Clerk
    Project file (project manager)
    CEQA file
    Project Applicant
    Posting: [] Civic Center; [] Public Library;
1. PROJECT: Improvements to Mission Avenue, Seagaze Drive, Clementine Street, and Cleveland Street

2. LEAD AGENCY: City of Oceanside

3. CONTACT PERSON & PHONE: Jerry Hittleman, City Planner: 760-435-3535

4. PROJECT LOCATION:

4.1. Project Site

This Initial Study identifies and evaluates potential environmental impacts that may result from implementation of the proposed Improvements to Mission Avenue, Seagaze Drive, Clementine Street, and Cleveland Street Project. The Project would reconfigure portions of these four streets and construct streetscape improvements and pedestrian amenities on Mission Avenue, from Cleveland Street to Clementine Street. The improvements comprising the proposed Project evaluated herein are summarized as follows:

- Reconfigure Mission Avenue between Clementine Street and Cleveland Street from an existing four-lane street to a proposed two-lane, one-way street for westbound traffic only;
- Replace existing parallel parking on the north side of Mission Avenue from Clementine Street to Cleveland Street with reverse angled\(^1\) parking;
- Widen the sidewalk, expand landscaping, and install of pedestrian improvements on Mission Avenue, between Clementine Street and Cleveland Street;
- Reconfiguration of Seagaze Drive from Cleveland Street to Clementine Street to provide two eastbound lanes\(^2\);
- Between Mission Avenue and Seagaze Drive, reconfiguration of Cleveland Street to provide two southbound lanes and reconfiguration of Clementine Street to provide two northbound lanes;
- Addition of a northbound left-turn lane at the intersection of Mission Avenue and North Coast Highway; and
- Implementation of various traffic control and transit stop changes to accommodate the proposed changes in traffic circulation.

The proposed Project is in the western portion of the City of Oceanside. Figure 1 presents the location of the proposed Project in a regional context, while Figure 2 depicts the proposed circulation changes. Mission Avenue is an east/west arterial that extends approximately six miles through the City of Oceanside, originating at Pacific Street, near the Oceanside Pier, and terminating at Frazee Road, to the west of the SR-78/College Boulevard interchange. The City of Oceanside General Plan Circulation Element designates Mission Avenue as a four lane major arterial street from Horne Street to Coast Highway. This street classification is defined in the General Plan as a major arterial providing access to and from activity centers within the City and surrounding communities. From Coast Highway to Cleveland Street, Mission Avenue is designated as a four lane secondary arterial. According to the Circulation Element, this street classification is designed to provide access to and from activity centers within the City and to provide a link between the network of collector streets and major and prime arterials. Seagaze Drive, Clementine Street, and Cleveland Street are not designated roadways in the Circulation Element.

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\(^1\) Reverse angled parking allows vehicles to back into spaces

\(^2\) Plus one westbound lane between North Cleveland Street and Coast Highway to facilitate access to and from the North County Transit District's Oceanside Transit Center
# City of Oceanside

## Oceanside Police Department

### Collision Report Summary

**Date Range Reported:** 2/1/07 - 2/1/09  
**Total Number of Collisions:** 9  
**Total Number of Persons Injured:** 8  
**Total Number of Persons Killed:** 0

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<th>Report#</th>
<th>Date</th>
<th>Time</th>
<th>Location</th>
<th>Dist.</th>
<th>Dir.</th>
<th>Type of Collision</th>
<th>Motor Veh. Involved With</th>
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<th>Movement Prec. Coll. 1</th>
<th>Dir. of Travel 2</th>
<th>Movement Prec. Coll. 2</th>
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<td>East</td>
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<td>Type of Collision</td>
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<td>Movement Prec. Coll. 1</td>
<td>Dir. of Travel 2</td>
<td>Movement Prec. Coll. 2</td>
<td>PCF</td>
<td>Inj. Kil.</td>
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<td>5/30/08</td>
<td>08:26</td>
<td>Mission Av &amp; Mesa Dr (Limit Line)</td>
<td>13' East</td>
<td>Vehicle - Pedestrian</td>
<td>Pedestrian</td>
<td>South</td>
<td>Proceeding Straight</td>
<td>West</td>
<td>Proceeding Straight</td>
<td>Pedestrian Violation</td>
<td>1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>08-015028</td>
<td>8/10/08</td>
<td>18:22</td>
<td>Mission Av &amp; Cleveland St</td>
<td>0' In Int.</td>
<td>Vehicle - Pedestrian</td>
<td>Pedestrian</td>
<td>North</td>
<td>Making Left Turn</td>
<td>South</td>
<td>Not Applicable -</td>
<td>Ped RW Violation</td>
<td>1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>08-017885</td>
<td>9/24/08</td>
<td>07:32</td>
<td>Fireside St &amp; Mission Av</td>
<td>0' In Int.</td>
<td>Vehicle - Pedestrian</td>
<td>Pedestrian</td>
<td>East</td>
<td>Proceeding Straight</td>
<td>South</td>
<td>Making Right Turn</td>
<td>Wrong Side of Road</td>
<td>1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>08-023978</td>
<td>12/30/08</td>
<td>17:24</td>
<td>Mission Av &amp; El Cam Real</td>
<td>0' In Int.</td>
<td>Vehicle - Pedestrian</td>
<td>Pedestrian</td>
<td>South</td>
<td>Not Applicable -</td>
<td>East</td>
<td>Proceeding Straight</td>
<td>Pedestrian Violation</td>
<td>1</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>
January 2, 2013

Mr. Shan Babick,
City of Oceanside
300 North Coast Highway, 3rd Floor
Oceanside, CA 92054

Re: Scope and Fee for Mission Avenue – Phase 2 Final Design Services

Dear Mr. Babick:

Kimley-Horn and Associates, Inc. ("KHA") is pleased to submit this amendment to our agreement with the City of Oceanside ("Client" or "City") to provide professional consulting and engineering services for Mission Avenue – Phase 2 Final Design Services ("Project").

Project Understanding

The City has decided to proceed with the second phase of the Mission Avenue Improvements Project. Phase 2 improvements will include completion of the one-way couplet from Coast Highway to Cleveland Street on Mission Avenue, along Cleveland Street to Seagaze Drive, and north along Seagaze Drive to Coast Highway. Pedestrian curb bulbouts will be included at the intersection of Nevada Street and Seagaze Drive as an optional task.

Scope of Services

This scope of services will continue the work performed under the agreement dated January 26, 2011 (Phase 2).

Task 1 – Coordination with FHWA for Notification for Use of Devices with Interim Approval

KHA will prepare a letter detailing the location of devices with interim approval including green paint striping for bike lanes and rectangular rapid flashing beacons for approval from the FHWA Director of Transportation Operations. The letter will include the blanket jurisdiction-wide approval for the State of California

Deliverables:
1 electronic copy of letter provided to FHWA in PDF format.

Task 2 - Prepare 90% Project Submittal

KHA will prepare 90% construction documents for City review and comment. Design will be based on the following standards: Caltrans Highway Design Manual, the San Diego Regional Design Standards, and the NACTO Urban Bikeway Design Guide. KHA’s 90% design will consist of the following design items:

- Completion of the 60% improvement plans for Mission Avenue from Coast Highway to Cleveland Street, for Cleveland Street from
Mission Avenue to Seagaze Drive, and for Seagze Drive from Cleveland Street to Coast Highway. The completion of these plans will include revisions to the kiosk location. Any changes to the curb layout previously submitted with the 60% plans will require an additional contract amendment.

- Design of pedestrian bulbouts/popouts at the intersection of Nevada Street and Seagaze Drive. (Optional Task)

The final design plans set will include the following sheets:

<table>
<thead>
<tr>
<th>Sheet Name</th>
<th>No. of Revised Sheets</th>
<th>No. of Optional New Sheets</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Sheets (including details)</td>
<td>7</td>
<td>-</td>
</tr>
<tr>
<td>Typical Cross Sections</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>Demolition Plans</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Horizontal Control Plans</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Improvement Plan and Profile</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Erosion Control Plans</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Intersection Staking Details</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Drainage Plans</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>Traffic Signal Plans</td>
<td>5</td>
<td>-</td>
</tr>
<tr>
<td>Signing and Marking Plans</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Traffic Control and Phasing Plans</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>Electrical Plans</td>
<td>2</td>
<td>-</td>
</tr>
<tr>
<td>Landscape / Irrigation Plans</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>Curb Utilization Plans</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expected Sheets</strong></td>
<td><strong>36</strong></td>
<td><strong>11</strong></td>
</tr>
</tbody>
</table>

In addition to the draft design plans, we will prepare a draft of opinion of probable construction cost that will be required for the improvements.

A working meeting with the City is anticipated after the 90% plan submittal.

**Technical Specifications**

KHA will prepare project technical specifications. The specifications will be prepared in the format of project-specific modifications, as appropriate by construction item, to the
Specifications of the City of Oceanside, the Standard Specifications for Public Works Construction (Greenbook-2012) and the Caltrans Standard Specifications.

Voltage Drop Calculations
KHA will prepare a voltage drop calculation of the proposed lighting plan and irrigation plan for Mission Avenue and Seagaze Drive within the limits of the project. The calculation will be done to assist with the appropriate sizing of electrical conductors. The voltage drop calculation will be completed for the 90 and 100% submittals. Coordination with the City of Oceanside and SDG&E will be required to obtain power source locations. Upon receiving this information from SDG&E and/or City of Oceanside, KHA will complete the voltage drop calculations for the 90 and 100% submittals.

Deliverables:
Draft (90%) design level drawings, a colored site plan, specifications, and construction estimate. One set of full size (24" x 36"), one reduced scale (11" x 17") plans, and one pdf version. Electronic copy of the voltage drop calculation report, and photometric calculation report.

Task 3 - Prepare 100% Project Submittal
Based on the written comments provided by the City engineering staff, KHA will revise the 90% design for the final submittal. We will respond to consolidated comments from the City and utility agencies, and our scope only includes minor clarifications. Any redesign of features may require an approval of an additional service request. We will also update the opinion of probable construction cost and the technical specifications.

Deliverables:
- 1 copy of full size (24" x 36") Mylar; 1 electronic copy of final cost estimate (pdf);
- 1 electronic copy of final plans in AutoCAD; 1 electronic copy of technical specifications (pdf); 1 electronic copy of project calculations (pdf)

Task 4 - Project Coordination, Meetings, Management

Task 4.1 Project Coordination and Administration:
KHA will provide ongoing coordination with subconsultants, the City, Utility Agencies, and community throughout the duration of the project. Project administration will include monthly invoicing, progress reports, and project reporting. A total of 56 hours has been assumed for this task.

Task 4.2 Project Meetings:
KHA will attend meetings as identified herein. Additional meetings included in this scope of services are (all meetings include presentation materials and meeting notes):

- (4) project team meetings with City staff
- (2) site visits

A total of 48 hours have been assumed for this task.

Deliverables:
A typed summary for each meeting will be provided (electronically, in PDF format).
Task 5 - Bid and Construction Support (Phase I)
KHA will attend one pre-bid meeting with the City. During the bidding and construction phase, KHA will respond to reasonable and appropriate RFIs, as requested by the City. This scope assumes we will respond up to 12 RFI’s for this task, review up to 5 contractor submittals, and provide up to 6 site visits. Additional effort will be considered as an additional service. In addition, KHA will attend 2 public outreach meeting to discuss the construction phasing with the local stakeholders. It is assumed we will prepare the necessary materials for this event.

A total of 80 hours has been assumed for this task.

Task 6 - Bid and Construction Support (Phase II)
KHA will attend one pre-bid meeting with the City. During the bidding and construction phase, KHA will respond to reasonable and appropriate RFIs, as requested by the City. This scope assumes we will respond up to 12 RFI’s for this task, review up to 5 contractor submittals, and provide up to 6 site visits. Additional effort will be considered as an additional service. In addition, KHA will attend 2 public outreach meeting to discuss the construction phasing with the local stakeholders. It is assumed we will prepare the necessary materials for this event.

A total of 96 hours has been assumed for this task.

Task 7 – Phase II Record Drawings (As-builts)
KHA will revise the approved design plans for the project, based upon field changes and revisions as provided by the Contractor’s Field Superintendent and approved by the City inspector. Plans shall be processed with the City of Oceanside and will be provided in AutoCAD format along with reprinted mylar plans. A total of 40 hours has been assumed for this task.

Task 8 – Storm Water Pollution Prevention Plan (SWPPP)
KHA has provided the following scope of services for engineering services specifically related to storm water: pollution prevention for Mission Avenue and Seagaze Drive. The following scope of services is based on the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ), effective July 1, 2010.

Task 8.1 – Storm Water Pollution Prevention Plan (SWPPP)
KHA will prepare a Storm Water Pollution Prevention Plan (“SWPPP”) report for the proposed project as required by the State Water Resource Control Board (SWRCB). This report will incorporate the Erosion Control Plan and Best Management Practice (BMP) details for the construction site. This task assumes that the site will be classified as a Risk Level 1, based on visual observations of the existing soils, topography and location of the project with respect to receiving waters. Should this project be classified as a Risk Level 2 or 3, significant additions to the SWPPP scope will be necessary and will require an amendment to this contract.

The SWPPP will be designed to address the following objectives:
- Pollutants and their sources, including sources of sediment associated with construction, construction site erosion and other activities associated with construction activity are controlled;
• Where not otherwise required to be under a Regional Water Board permit, non-storm water discharges will be identified and either reduced, controlled, or treated;
• Site BMP selection to result in the reduction of pollutants in storm water discharges and authorized non-storm water discharges from construction activity to the Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT);
• Calculations and design details as well as BMP controls for site run-on, if applicable
• The General Permit requires the SWPPP to be prepared by a Qualified SWPPP Developer (QSD) and shall include information in the SWPPP that supports the conclusions, selections, use, and maintenance of BMPs.

Preparation of the SWPPP includes the creation of a Construction Site Monitoring Program (CSMP) that will detail when and the manner in which site and BMP inspections shall be conducted, as well as identifying sources of non-visible pollutants, and to determine if selected BMPs are generally performing as designed. The CSMP shall be updated as construction progresses to indicate changes in discharge points. It is assumed that the Qualified SWPPP Practitioner (QSP) or Contractor is responsible for these updates and therefore that effort is not included as part of this scope.

The SWPPP will include guidelines for collecting and testing runoff for non-visible pollutants in the instance there is a breach, malfunction, leak, or spill observed during visual inspections of the site that could result in the discharge of pollutants. The project owner is responsible for hiring a QSP and laboratory to collect and analyze runoff in these instances.

The Owner is obligated to certify the necessary paperwork (NOI, Notice of Termination, etc.) with the SWRCB or other jurisdictions to comply with any applicable laws. KHA is not responsible for implementation, BMP selections made in the field, compliance with local requirements, inspection or monitoring of the SWPPP, or fees related to permitting. The effort for this task also assumes the Regional Water Quality Control Board (RWQCB) or San Diego County will not require any additional storm water pollution prevention measures or processes beyond those required by the SWRCB.

Task 9 – Potholing
KHA will sub-contract with a potholing specialty firm to obtain potholes needed to verify potential Phase II utility conflicts. Since we are unable to define the number and location of the potholes that will be needed at this time, a budget has been setup for the task.

Deliverables:
Final Pothole Report

Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by you. Compensation for additional services will be based on a negotiated lump sum fee.

• Site monitoring or testing as may be required by the RWQCB – based on the risk level assessment performed for the site under previous tasks. KHA can act as the Qualified SWPPP Practitioner and perform these duties if requested by the City.
• California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation
• Additional Survey
• Grant Application Assistance / Grant Writing
• Storm Water Mitigation Plan (SWMP)
• Drainage Technical Memorandum
• Roundabout Feasibility Study
• Geotechnical Consulting / Coordination
• Plans Sheets beyond those outlined in Task 2
• SWPP Services during Construction

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by KHA during the project.

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

Fee and Billing

Consultant will perform the Scope of Services for a lump sum fee of $172,908. All permitting, application, and similar project fees will be paid directly by the City as needed.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of the date of the invoice.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Dennis Landaal, PE
Senior Vice President
January 4, 2013

Heather Cooper
SANDAG
401 B Street, Suite 800
San Diego, CA  92101

Re: Application for TransNet Grant

Dear Ms. Cooper:

We are writing in strong support of the application by the City of Oceanside for the TransNet grant for the Mission Avenue Improvement Project. Mission Avenue is the main access into Oceanside’s Downtown Area from Interstate 5. The project proposes to slow down traffic by reconfiguring Mission Avenue from an existing four-lanes two-way; to a two-lanes one-way west bound. The project also proposes street improvements including bulb outs, landscaping, lighting, traffic signals, Class III bike lane, reversed angled parking, storm water improvements including bio-swales, signage and street furniture. It is also envisioned that the Mission Avenue Improvement Project will act as a catalyst for future mixed use development projects for properties fronting on Mission Avenue such as the recently approved Belvedere project located at Mission and Horne Streets (127 unit hotel, 90 work live lofts and 8,357 sq. ft. of office/retail uses). In addition, the proposed project design will act as a model for future streetscape improvements projects located throughout the City of Oceanside including South Coast Highway 101.

Main Street Oceanside strongly supports the City of Oceanside’s application for funding for the Mission Avenue improvements. Our mutual concern is to slow down traffic on Mission Avenue, encourage new development opportunities and ensure Mission Avenue becomes a complete street by serving all of the public’s transportation needs.

Sincerely,

Rick Wright
Executive Director

Roseanne Kiss
Board Chair

Preserving and Promoting Downtown Oceanside since 2000
701 Mission Avenue • Oceanside, California 92054 • 760-754-4512
January 10, 2013

Heather Cooper
SANDAG
401 B Street, Suite 800
San Diego, CA 92101

Re: Application for TransNet Grant

Dear Ms. Cooper:

We are writing in strong support of the application by the City of Oceanside for the TransNet grant for the Mission Avenue Improvement Project. Mission Avenue is the main access into Oceanside’s Downtown Area from Interstate 5. The project proposes to slow down traffic by reconfiguring Mission Avenue from an existing four-lanes two-way; to a two-lanes one-way west bound. The project also proposes street improvements including bulb outs, landscaping, lighting, traffic signals, Class III bike lane, reversed angled parking, storm water improvements including bio-swales, signage and street furniture. It is also envisioned that the Mission Avenue Improvement Project will act as a catalyst for future mixed use development projects for properties fronting on Mission Avenue such as the recently approved Belvedere project located at Mission and Horne Streets (127 unit hotel, 90 work live lofts and 8,357 sq. ft. of office/retail uses). In addition, the proposed project design will act as a model for future streetscape improvements projects located throughout the City of Oceanside including South Coast Highway 101.

Visit Oceanside strongly supports the City of Oceanside’s application for funding for the Mission Avenue improvements. Our mutual concern is to slow down traffic on Mission Avenue, encourage new development opportunities and ensure Mission Avenue becomes a complete street by serving all of the public’s transportation needs. We feel it is crucial in furthering economic development opportunities for the City of Oceanside; ultimately benefiting the local citizens.

Sincerely,

Leslee Gaul
CEO & President
Visit Oceanside
Land Use and Transportation Characteristics within a 1/4 Mile Radius of the Project Site

1. Public Parking Structure
2. Proposed mixed-use parking structure
3. Public Parking Lots
4. Oceanside Intermodal Transportation Center
5. Coaster & Sprinter Rails
6. Class III Bike Path
7. Pedestrian Path
8. Bus Stop
9. Library
10. Civic Center
11. Art Museum
12. Surf Museum
13. Fire Station
14. Oceanside Pier
15. Beach Community Center
16. Amphitheater – Plaza
17. Strand Beach Park
18. Oceanside High School
19. Theatres (Brooks)
20. Pedestrian Underpass
21. Coastal Rail Trail
22. Coast Highway Vision Plan
23. Theatres (Regal)
24. Portola Mixed Use (Live / Work)
25. Belvedere mixed use (Live / Work)
26. Trade Winds Mixed Use (Office / Retail / Condo. Units)
27. CityMark Mixed Use (Retail / Hotel / Restaurant / Condo. Units)
28. Oceanside Terrace Mixed Use (Office / Retail / Restaurant / Condo. Units)
29. Ocean Village Mixed Use (Office / Retail / Condo. Units)
30. Wyndham (Resort / Timeshare / Hotel / Restaurants)
31. Beach Resort (Hotel / Boutique Shops / Timeshares)
32. Theater (Star)

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