NON-CAPITAL GRANT APPLICATION FORM

Project Title:
OCEANSIDE MIXED USE PUBLIC PARKING STRUCTURE

Applicant (Agency):
CITY OF OCEANSIDE

Application Amount Requesting:
$400,000

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)

☐ Resolution including all statements provided in the Sample Resolution on page A-16

☐ Format: provide narrative responses in the spaces provided in the application form

☐ Documentation of matching funds

☐ Vicinity maps showing project location, land developments related to the project area, and local/ regional Street, bicycle, transit, and highway facilities within and near the project area (may be printed on paper up to 11x17)

☐ 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

☐ Aerial photos and other photographs depicting existing conditions

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 check the following boxes; sign and date below)

☒ 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. The grantee’s project accounting system should be in harmony with a quarterly invoicing schedule. 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 Active Transportation 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

Grantee Signature (signature cannot be electronic)

Date (mm/dd/yyyy)

1-8-13
### PROJECT SUMMARY

**Applicant (Agency):** CITY OF OCEANSIDE  
**Project Title:** MIXED USE PUBLIC PARKING STRUCTURE  
**Smart Growth Opportunity Area Identifier:** (i.e. CV 3 Palomar Gateway at Palomar Street and Industrial Boulevard; see http://www.sandag.org/smartgrowth to confirm location) 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.  
BOUNDED BY PIER VIEW WAY ON THE SOUTH, CIVIC CENTER DRIVE ON THE NORTH, CLEVELAND STREET ON THE EAST AND THE RAILROAD TRACKS ON THE WEST

**Brief Project Description:** Please provide a brief description of the proposed project in the space provided below.  
The mixed use public parking structure located on a City-owned block (Lot 23) at Pier View Way and Cleveland Streets, consists of a mixed-use commercial building with a three-level public parking structure (approximately 480 parking spaces) with office/retail use. The project will provide much-needed public parking downtown and new office/retail spaces. In addition, the parking spaces used by the retail and office users during the weekday can be made available to the public on weeknights and weekends.

**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</th>
<th>$ 400,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matching Funds</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$400,000.00</strong></td>
</tr>
</tbody>
</table>

Total Project Cost = Active Transportation Grant Funds + Matching Funds
Project Setting: In 1975 the City of Oceanside adopted the Redevelopment Plan creating the 375-acre Redevelopment Project Area. Since that time, the City has invested tens of millions of dollars in the Downtown Project Area on public projects and infrastructure improvements including relocating the railroad switching yards, undergrounding overhead utilities, street improvements and constructing the Oceanside Intermodal Transportation Center. One of the goals of Redevelopment was to provide adequate public parking to service both the existing businesses as well as the beach visitors.

In 1985, the City adopted the Local Coastal Plan which stated that, "efforts shall be made to provide additional public beach parking facilities to serve anticipated future demand". In 1989, the City purchased 9.5 acres of excess railroad right-of-way and constructed six surface public parking lots (including the subject site) providing 913 public parking spaces servicing the beach visitors. In 2005, the City in a joint effort with North County Transit District, completed construction on a 450 space public parking structure, located at Seagaze and Cleveland Streets, to service Oceanside Intermodal Transit Center patrons. Despite the construction of over 1,300 public parking spaces, the downtown area still has inadequate public parking to serve the public in the areas located east of the railroad tracks due to the amount of historic retail buildings with little or no onsite parking spaces.

The City believes one of the goals of smart growth can be achieved by providing shared parking through the construction of public parking structures located at strategic places in the Downtown Area to best serve both the existing businesses and general public. Centralized parking facilities can reduce the costs of parking because large facilities are less expensive on a per space basis to build and maintain than the small facilities. Centralized parking, as an alternative to onsite parking, also improves urban design and will help preserve the existing historic buildings.

The proposed project is located on the northwest corner of the intersection of Pier View Way and Cleveland Streets (Lot 23) and is currently a public surface parking lot. The parking lot is strategically located immediately north of the Pier View Way Pedestrian Undercrossing, three-blocks north of the Oceanside Intermodal Transportation Center, three-blocks west of the Oceanside Civic Center, three blocks east of the beaches and one block south of the 303 bus line. The City envisions constructing a public parking structure with an office or retail component to satisfy the increasing demand for downtown public parking in areas that have very little or no onsite parking. The public parking lot can both service the parking needs of the proposed retail/office use during the weekdays while at night and on weekends, those same parking spaces can be utilized by the public.

Project Objectives: The project objectives are as follows 1) Produce a feasibility study and concept plan for a mixed use public parking structure on an existing City owned public parking lot located on Cleveland Street and Pier View Way three (3) blocks north of the Oceanside Intermodal Transportation Center, 2) Encourage smart growth development opportunities by providing strategically located public parking to offset onsite parking space requirements for mixed use developments, 3) Deliver a concept plan which can be utilized as a model for future mixed use downtown public parking structures.

Relationship to Existing and Planned Land Uses and Transportation Facilities: The proposed project is located within an existing commercial corridor three (3) blocks north of the Oceanside Intermodal Transportation Center. There is no proposed planned land uses located within and/or adjacent to the subject site, however, with the development of the Mixed Use Public Parking Structure, staff will review parking ratios for that area.
EXAMPLE: MIXED USE PUBLIC PARKING STRUCTURE
EXAMPLE: PUBLIC PARKING STRUCTURE MIXED USE
DEVELOPMENT PROJECTS LOCATED WITHIN ¼ 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. 36 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>
</tr>
<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>
</tr>
<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>
</tr>
</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 ¼ mile of subject site.
SMART GROWTH DEVELOPMENT POTENTIAL OF PROPOSED PROJECT AREA

Please describe the smart growth development potential of the proposed planning area. Describe how the existing setting will facilitate future smart growth development, specifically in terms of:

- Available land and/or right-of-way
- Existing urban form to support smart growth
- Proposed densities relative to the area’s smart growth place type
- Any other features that make this location a good area for smart growth development

The subject site is located on one City owned block, three (3) blocks north of the Oceanside Intermodal Transportation Center and within the Overlay Transit District. The proximity of the Oceanside Transportation Center will allow the public to park at a central location and utilize public transit in addition to being within easy walking distance to the civic center, library, Surf Museum, shops and restaurants. In addition, the parking ratios for potential new mixed use developments can be reduced due to the proximity of both the public parking structure and the transit center (Transit District Overlay Zone). Shared centralized parking, as an alternative to onsite parking, improves urban design and helps preserves historic buildings. The zoning at the subject site and the surrounding areas is the highest in the City at 43 dwelling units per acre in addition to the project is located within Transit District Overlay Zone which reduces the overall parking ratio by 10 percent.
PROJECT GOALS AND OBJECTIVES

In the space below, please describe the objectives of the proposed planning effort, and outline how they will result in development and/or transportation infrastructure that will support smart growth and increase housing and transportation choices. Specific objectives relating to area transit facilities or access, existing or proposed bicycle facilities, and proposed enhancements to the pedestrian environment should be addressed in this section as well.

The project objectives are as follows: 1) Produce a feasibility study and concept plan for a mixed use public parking structure on an existing City owned public parking lot located on Cleveland Street and Pier View Way three (3) blocks north of the Oceanside Intermodal Transportation Center, 2) Encourage Smart Growth development opportunities by providing strategically located shared public parking to offset onsite parking space requirements for mixed use developments, 3) Deliver a concept plan which can be utilized as a model for future mixed use downtown parking structures. The proposed mixed use public parking structure will provide new bicycle facilities onsite as part of the projects design in addition to increase width of sidewalk and public street furniture providing a seamless pedestrian link to the existing Transit Center facility.
PROPOSED METHOD TO MEET SGIP PROGRAM OBJECTIVES

In the space below, please outline the scope of work for the proposed planning effort, and describe how it will meet the objectives listed above. Please describe the specific deliverables that will be developed (i.e. market demand analysis, detailed land use alternatives, form-based codes, parking management strategy, area-specific design standards, etc.), and how the public will be involved. Detail should be provided describing how opportunities for public participation will be publicized and to which groups.

The deliverables will include a concept plan, market analysis, feasibility study and development standards. The successful design team will be required to have a minimum of three (3) community meetings for public participation. The meetings will be held at the Oceanside Downtown Public Library Community Meeting Rooms and the notice will be published in the local newspaper as well as placed on the City’s website. Stakeholders will also be notified of the community meetings by letter including the Chamber of Commerce, Oceanside Visitors Information Center, Surf Museum, City Council, Planning Commission, Historic Board, Art Commission and Main Street Oceanside.
IMPLEMENTATION

Please list the steps required to initiate the planning process and the implementation mechanisms that will result from this planning effort. The applicant should specify if the plan will result in specific regulatory mechanisms to facilitate smart growth, such as a master plan or EIR, or other mechanism that allows for administrative approval of development projects. Otherwise, the applicant should describe what changes will be enacted as a result of the planning effort. Finally, the applicant should identify any potential significant obstacles to successful implementation, including but not limited to cultural or environmental concerns, and how they may be addressed and incorporated into the planning effort.

The deliverables from the successful design team will include but not be limited to a site plan, landscape plan, grading plan, SWMP, elevations and floor plans. The City will submit the deliverables (concept plans) as a discretionary application (Development Plan and Coastal Permit) which requires City Council approval. There are no environmental concerns, therefore, the proposed project will be issued a Certificate of Exemption from CEQA. A specific plan and/or master plan is not necessary, however, the concept plans can be utilized as a template for similar projects within the downtown project area.
EVIDENCE OF LOCAL COMMITMENT AND COMMUNITY SUPPORT

Please describe:

a. How the applicant has demonstrated a commitment to implement smart growth, based on existing plans, policies, incentives, ordinances, or approved smart growth projects.

b. The extent of community support for the proposed planning effort.

The proposed mixed use public parking structure is consistent with SANDAG, Parking Strategies for Smart Growth, (June 2010) in that this project embraces the “shared parking” concept (page 13.) as part of the "Noncaptive Ratio" for mixed use developments. In addition, staff will review the potential for reduction of parking ratios for projects located within the Transit District Overlay Zone (the subject site is located within this zone) and near the proposed mixed use public parking structure. Reduction of the parking ratio provides a huge incentive to design smart growth projects. Regarding the community support, the successful candidate will be required to perform a minimum of three (3) public community meetings for public feedback as well as community support.
MATCHING FUNDS

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

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
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<tr>
<td>2003 Tax Allocation Bond</td>
<td>$40,000.00</td>
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Briefly describe any other aspects of the project that are relevant to its scoring.

Not Applicable.
SANDAG SMART GROWTH INCENTIVE GRANT PROGRAM  SCOPE OF WORK, SCHEDULE, AND BUDGET

Project Title: Mixed Use Public Parking Structure

Project Type: Planning Grant

Project Location/Limits:

North Cleveland Street and Pier View Way

Project Description:

The mixed use public parking structure consists of a three level public parking structure with an office/retail component.

Contract No.:  
Project (TNet) No.:  

<table>
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<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Deliverable/s</th>
<th>Start Date</th>
<th>Completion Date</th>
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<th>Matching Funds</th>
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TOTALS $400,000 $40,000 $440,000

PROJECT REVENUES

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<th>FY 2013</th>
<th>FY 2014</th>
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<tr>
<td>SGIP Grant</td>
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<td></td>
<td></td>
<td>$400,000</td>
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<tr>
<td>2003 tax bonds</td>
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<tr>
<td></td>
<td></td>
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TOTALS $0 $440,000 $0 $440,000
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
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
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)]
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-R0005-1

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 MIXED USE PUBLIC
PARKING STRUCTURE 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 $400,000 million in Smart Growth
Incentive Program Grant funds for the Mixed Use Public Parking Structure 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 $400,000
million for the Mixed Use Public Parking Structure Project; and

/////
/////
BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund the Mixed Use Public Parking Structure and the Governing Board commits to providing $0 of matching funds for each project and/or in-kind contributions 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 Mixed Use Public Parking Structured Project and the Coast Highway Corridor Study.

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

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

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

[Signature]
City Attorney

Mayor of the City of Oceanside
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.
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.
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 (Asuza 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 Asuza 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. Required Clauses. 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.
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.
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**
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 Project 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.
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
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
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 Manganiello

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.
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.________
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.
- 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 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
## Smart Growth Incentive Program Invoice Template

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

**Name**

---

**Project Name:**

**Contract Number:**

**Grant Invoice Number:**

**Billing Period:**

**Invoice Date:**

**Grant Award:**

**Balance Remaining:** $0.00

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**Total Current Expenditures:** $0.00  
**Total Amount Due this Invoice:** $0.00  
**Less 10% Retention:** $0.00  
**Match % Not to Date:** 0%
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_grant_hecompl011708.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,

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