



CITY OF OCEANSIDE

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April 30, 2012

Randy McClendon
California Department of Finance
915 L Street
Sacramento, California 95814

Dear Mr. McClendon,

This letter responds to your email correspondence, dated April 16, 2012, to Kathy Brann of the City of Oceanside in which you directed the City, acting as the Successor Agency, to remove numbers 21, 22 and 23 from its Enforceable Obligation Payment Schedule and, by implication, to not include these items in the Recognized Obligation Payment Schedule. These three entries implement various provisions of the Disposition Agreement and Lease between the Oceanside Community Development Commission and SD Malkin Properties, Inc. ("SD Malkin") for Oceanside Beach Resort project. We understand that you made this determination because the construction contracts for the Oceanside Beach Resort project were not approved prior to June 28, 2011, the date the Governor signed AB1x 26 ("Dissolution Act"). We interpret your direction to mean that the Department of Finance has concluded the Disposition Agreement, executed over two years before the effective date of the Dissolution Act, is not an enforceable obligation.

For the reasons set forth below, SD Malkin and the City, acting as the Successor Agency, believe you may not fully appreciate the terms of this complex Disposition Agreement. The purpose of this letter is to provide an overview of the key provisions of the Disposition Agreement. In light of the following explanation, we ask that you reconsider your previous direction to Ms. Brann, thus allowing the parties to proceed with their efforts to resolve this matter in a manner consistent with the Dissolution Act.

The City's predecessor redevelopment agency entered into a Disposition Agreement with SD Malkin effective July 29, 2009. The Disposition Agreement was the culmination of a five year effort to select a developer for the subject site and a multi-year effort to conduct entitlement review for the project and negotiate a Disposition Agreement. During this period, SD Malkin and the CDC were parties to an Exclusive Negotiating Agreement.

The Disposition Agreement obligates SD Malkin to construct a high quality, full service resort hotel as well as a boutique hotel on parcels acquired by the former redevelopment agency. The Disposition Agreement includes a Ground Lease between the CDC and SD Malkin in which the redevelopment agency in Section 12.1 agreed to contribute approximately \$27.6 million in public assistance as follows:

- a. \$5.1 million in off-site public improvements related to the project. The eligible off-site improvements are set forth in Exhibit K to the Lease. See Section 12.1 of the Lease. The former redevelopment agency executed contracts for some of these improvements prior to the adoption of the Dissolution Act and has expended approximately \$800,000 on these off-site improvements to date.

- b. \$13.8 million and \$3.46 million in assistance through the issuance of two tax allocation bonds (TABs) as set forth in Sections 12.4.1 and 12.4.2. SD Malkin is obligated to provide a public parking easement at the project site in exchange for this assistance. In the event the agency is unable to provide the bond funds, the Lease includes an "alternative payment method" in Section 12.4.5.4, including a payment of up to 65 percent of defined surplus tax revenues. Surplus tax revenues include specified tax increment revenues, excluding tax increment generated by the project, amounts needed to pay administrative and operating costs, and agency debt. If the developer is not paid the amounts required for the parking easement through the TABs or through the surplus tax revenue payments, the developer is entitled to a rent credit as provided in Section 12.4.5.5.
- c. \$5 million of tax increment revenue (net present value, using a 12% discount rate) provided that certain transient occupancy tax thresholds are satisfied, See Section 12.4.7 of the Lease.¹

As noted above, the Disposition Agreement was approved well before the adoption of the Dissolution Act and the time period for SD Malkin to satisfy all conditions to close escrow has not yet run. The original agreement provided an 18 month period to close escrow along with two six month options to extend the escrow. On January 5, 2011 the CDC approved Amendment 1 to the Disposition Agreement providing a one year extension to initial 18 month period. That means the time period to close escrow, including the two sixth month extensions, does not run until January 2013.²

SD Malkin and the Successor Agency believe the Disposition Agreement is a lawful contract within the meaning of Health and Safety Code Section 34171(d)(1)(E) and should be represented on the ROPS, even though the Successor Agency cannot issue future tax allocation bonds.

Your email to Ms. Brann appears to suggest that the Disposition Agreement cannot be implemented because construction on the hotel project did not commence before the effective date of the Dissolution Act. However, nothing in the Dissolution Act imposes such a requirement as a condition to establishing an enforceable obligation. Health and Safety Code section 34171, subdivision (d)(1)(E), defines an enforceable obligation as including "[a]ny legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy." The Disposition Agreement constitutes an enforceable obligation under this definition. The Dissolution Act does not contain any provision affecting the characterization of a contract as an enforceable obligation based on the extent of the parties' performance as of the Dissolution Act's effective date

The Disposition Agreement, as amended, did not obligate S.D. Malkin to commence construction on the resort hotel project on or before June 28th 2011, nor did it require S.D. Malkin to submit any construction-related contracts for the City's approval by that date. Therefore, the fact that construction-related contracts for the resort hotel project had not been approved by June 28, 2011,

¹ The Agency also paid \$250,000 toward the completion of an Environmental Impact Report for the project.

² SD Malkin has asserted "unavoidable delay" in the performance of its obligations due to the passage of the Dissolution Act. Thus, SD Malkin contends it may have a longer time period to close escrow.

as referenced by you, does not alter the fact that the Disposition Agreement is an enforceable obligation properly included on the City's ROPS.

The City, acting in its role as the Successor Agency, and S.D. Malkin consider it important that the Department of Finance understand the parties are working to renegotiate the Disposition Agreement in a manner consistent with the Dissolution Act. Under Health & Safety Code sections 34177(e) and 34181(e), the Successor Agency is obligated to dispose of transferred assets expeditiously and in a manner that will maximize the value of the asset. Amendments to existing enforceable obligations must reduce liabilities and increase net revenue to the affected taxing entities. To this end, it is anticipated that any renegotiated agreement will set an expedited timetable for development of the property and will eliminate redevelopment-based public assistance in the current Disposition Agreement.

The scope of development of the property has been a source of contention in the City for nearly 20 years. SD Malkin is the first project proponent to obtain a consensus among all interest groups and full approval of all discretionary entitlements, including approval of a Local Coastal Program amendment by the California Coastal Commission. Moreover, SD Malkin has provided documents to City consultants identifying expenditures of approximately \$5.5 million on the project to date, including securing the entitlements and certification of an EIR, designing schematic plans, and negotiating a long and complex lease with a seventy-five year base term with a twenty-four year extension.

Should the property be sold to a third party, despite the current Disposition Agreement, the new owner will likely need to pursue a project smaller in scope and quality. The City's anticipates providing assistance in a renegotiated Disposition Agreement, although no redevelopment related funding will be used. However, any such assistance will likely be conditioned upon promoting full service, high quality hotels. At this time, the Successor Agency is calculating projected property tax generation based on the proposed project as compared to a select service hotel provider. We anticipate a sale to a third party will generate significantly less property tax revenue than the current S.D. Malkin Properties, Inc.'s project. Moreover, if the Disposition Agreement is terminated and a renegotiated agreement rejected by the Department of Finance, then SD Malkin, will, unfortunately, be forced to pursue its legal remedies against the state, which, of course, is of no benefit to the taxing agencies and could represent a cloud on title.

For all of the above reasons, the City, as Successor Agency, and SD Malkin are negotiating to proceed with a modified version of the project to ensure a timely completion of a high quality, already-entitled project, thereby generating greater tax revenues at the earliest possible date, higher property and sales tax, and eliminating the \$27.6 million in financial assistance that the former redevelopment agency had agreed to provide under the terms of the Lease.

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Randy McClendon
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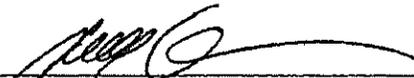
In light of the foregoing, we ask that you reconsider your decision rejecting the current Disposition Agreement as an enforceable obligation and allow the parties to proceed in the manner outlined above. Please do not hesitate to contact us should you require additional information, or have any questions.

Sincerely,

CITY OF OCEANSIDE

By: 
Michelle Skaggs-Lawrence
Deputy City Manager

SD MALKIN PROPERTIES, INC.

By: 
Jeremy Cohen



DATE: January 20, 2010

TO: Chairman and Members of the Community Development Commission

FROM: Economic and Community Development Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE RRM DESIGN GROUP IN THE AMOUNT OF \$512,997 FOR CONCEPTUAL DESIGN AND CONSTRUCTION DRAWINGS FOR THE BEACH AREA RESTROOMS**

SYNOPSIS

Staff recommends that the Community Development Commission approve a professional services agreement with RRM Design Group of San Clemente in the amount of \$512,997 for a conceptual design and construction drawings for the Beach Area Restrooms project, and authorization for the Executive Director to execute the agreement.

BACKGROUND

In August 2007, at a City Council workshop, Wallace Roberts Todd (WRT), a consultant hired by the City to provide concept designs for public improvements located along the Strand and Pier areas, made several recommendations to the City Council. WRT recommendations were based upon an analysis of existing site conditions as well as input gathered from the public in two community meetings. The City Council indicated that the first priority is the restrooms and the second is improvements within the Pier area.

On March 4, 2009, the Community Development Commission approved the issuance of a Request for Proposals from experienced consultants for the conceptual design and construction drawings for four beach area restrooms located along The Strand from Breakwater Way to Wisconsin Street and the restrooms located on the pier.

ANALYSIS

Staff received twenty-one responses and narrowed the selection for interviews to four consultant teams. Staff conducted extensive interviews with the four consultant teams and ultimately selected RRM Design Group, based upon their performance during the interviews, their past work experience and their references.

The scope of services for the development of the conceptual design and construction drawings includes but will not be limited to the following:

- . Consultant team shall meet with various stakeholders, conduct two community workshops and attend meetings with California Coastal Commission staff.
- . Provide concept plans, construction and site improvement plans and construction management.
- . The final design should be in the general footprint of the existing restrooms, employ sustainable design principles and practices, include the use of natural light and ventilation, increase the number of stalls, be secure, and should be reflective of the Oceanside Waterfront.

Upon Commission approval the consultant and staff are prepared to start immediately on meeting with the stakeholders and preparing for the first community meeting.

FISCAL IMPACT

The Waterfront Improvement account (933888400591.5305) has an approximate available balance of \$3,400,000. It is estimated that it will take approximately one-year for completion of the concept design plans including the two community workshops. The construction plans will take approximately six-months after the concept plans have been completed. The construction costs for both new and the renovated restrooms have been estimated at \$1.4 million.

CITY ATTORNEY'S ANALYSIS

The professional services agreement has been reviewed by the City Attorney and approved as to form.

COMMISSION OR COMMITTEE REPORT

On August 26, 2009, the Redevelopment Advisory Committee (RAC) reviewed the professional services agreement and voted 6-0 to approve the contract.

RECOMMENDATION

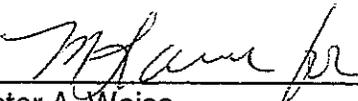
Staff recommends that the Community Development Commission approve a professional services agreement with RRM Design Group of San Clemente in the amount of \$512,997 for a conceptual design and construction drawings for the Beach Area Restrooms project, and authorization for the Executive Director to execute the agreement.

PREPARED BY:



Kathy Baker
Redevelopment Manger

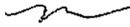
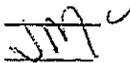
SUBMITTED BY:



Peter A. Weiss
Executive Director

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Jane McVey, Economic and Community Development Director
Teri Ferro, Financial Services Director


EXHIBITS/ATTACHMENTS

1. Professional Services Agreement
2. RFP

Oceanside Waterfront Restroom Project

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated December 16, 2009, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RRM Design Group, hereinafter designated as "CONSULTANT".

RECITALS

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 **SCOPE OF WORK.** The project is more particularly described as follows: Public outreach, entitlements processing, conceptual design, construction documents, agency approval processing and construction administration of five restroom facilities located along waterfront area as described in Exhibit A.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
 - 1.1.1 Work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this

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Agreement. The City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer delegates authority to [list names or titles of authorized representatives].

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
- 1.1.4 Design, prepare and submit to the City Engineer, plans and specifications for the construction of the project as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Prepare and submit to the City Engineer, concurrently with the design plans, the following:
 - a. A written estimate of probable construction costs.
 - b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.
- 1.1.6 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.
- 1.1.7 Provide office and field assistance to the City during the bidding and construction periods upon request by City Engineer to include the services listed below:
 - a. Provide consultation and advice to the City during construction of the project.
 - b. Review and comment on detailed construction drawings, shop and erection drawings submitted by the contractor, subcontractors and suppliers for compliance with the construction contract documents.
 - c. Review and comment on laboratory, shop and mill test reports on materials and equipment.

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- d. Review and make recommendations on all construction contract change orders and requests for clarification from the contractor.
- e. Prepare engineering cost estimates.
- f. Prepare design changes and clarifications to the plans and specifications.
- g. Prepare needed reports and notices.
- h. Provide periodic visits to the site to monitor construction.
- i. Attend meetings with the City Engineer or his designees.

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

- 1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.
- 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
- 1.2.3 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).
- 1.2.4 Upon request, verify the location of existing CITY owned utilities.
- 1.2.5 Provide all legal advertising mailings and postings required.
- 1.2.6 Duplicate all final plans and specifications.
- 1.2.7 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.
- 1.2.8 Provide overall project management.
- 1.2.9 Provide coordination of all inquiries from prospective bidders during the bidding period.

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2.0 TIMING REQUIREMENTS

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
- 2.2 Phase I. CONSULTANT shall prepare and deliver a copy of the 40% preliminary design plans to the City Engineer within 10 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the City engineer has given written approval of the preliminary design and authorization to perform Phase II.
- 2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the 90% design plans to the City Engineer within 180 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase II stage until the City Engineer has given authorization to perform Phase III.
- 2.4 Phase III. CONSULTANT shall prepare and deliver the final design plans to the City Engineer within 300 calendar days of the City Engineer's written authorization to perform Phase III.
- 2.5 Phase IV. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the City Engineer within 60 calendar days of the City engineer's written request and receipt of "red-line" as-built drawings from contractor
- 2.6 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City engineer no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City Engineer shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 2.7 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.
- 3.0 DESIGN CRITERIA AND STANDARDS. All work shall be performed in

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accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

- 4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

- 5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City Engineer.
- 6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.
- 7.0 **LIABILITY INSURANCE.**
- 7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents

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and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

- 7.2.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 7.2.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to

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this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

- 7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole

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negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

- 10.0 **ERRORS AND OMISSIONS.** In the event that the City Engineer determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
- 12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

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13.0 COMPENSATION.

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the City Engineer. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$ 512,997.00.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to the City Engineer for verification of billings, within a reasonable time of the City Engineer's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City engineer, and based upon the following partial payment schedule:

13.4.1 Prior to submittal of the 40% preliminary design plans, partial payments shall not exceed \$ 193,075.

13.4.2 Prior to CITY approval of the plans and specifications, partial payments shall not exceed \$ 354,397.

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13.4.3 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of As-Built plans for record drawings to the satisfaction of the City Engineer.

14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

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18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 **DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside
City Engineer
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

RRM DESIGN GROUP
Kirk Van Cleave
232 Avenida Fabricante, STE 112
San Clemente, CA 92672

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

Oceanside Waterfront Restroom Project

21.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates indicated below:

[INSERT NAME OF CONSULTANT]

CITY OF OCEANSIDE

By: KIKK E VAN CREAVE, PRINCIPAL
Name/Title #025012

By: _____
City Manager

Date: 12/17/09

Date: _____

By: JOHN B. WILBANKS, PRINCIPAL
Name/Title

Date: DECEMBER 17, 2009

APPROVED AS TO FORM:

John P. Hull
City Attorney

95 2923783
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On December 17, 2009 before me, Steven Odelson, Notary Public
(Here insert name and title of the officer)

personally appeared Kirk Edward Van Cleave

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

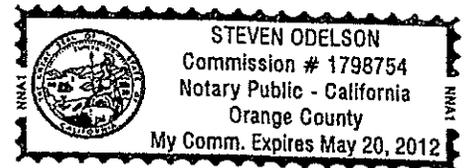
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Steven Odelson

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Oceanside Waterfront Services
(Title or description of attached document)

Agreement

(Title or description of attached document continued)

Number of Pages 12 Document Date 12/16/09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus }

On Dec. 24, 2009 before me, Betsy D. Mamone Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John B. Wilbanks
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Betsy D. Mamone
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Professional Services Agreement

Document Date: 12-16-09 Number of Pages: _____

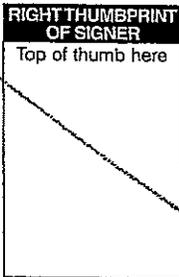
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

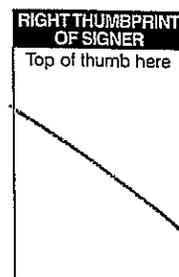


EXHIBIT "A"

SCOPE OF WORK

Date 12-14-09

TASK 1 PRELIMINARY / CONCEPTUAL PLANS, DEVELOPMENT PLAN, And COASTAL PERMIT

Task 1.A-Project kick- off meeting

Key members of the RRM design team will meet with City staff to gather additional project information, establish lines of communication, refine project schedule and prepare for the first community meeting.

Deliverables:

- Meeting Minutes

Meetings:

- One (1) Meeting with City staff

Task 1.B- Topographic Survey

Although the City has recently updated its aerial topographic information, it is necessary to gather site specific information as a base for several of the required drawings in the process. RRM's Civil Engineer will conduct a topographic survey to determine the existing conditions and the utility locations. The area of topography is to extend approximately 20 feet beyond all existing restroom foot prints. All visible evidence of utilities, both underground and above ground, shall be located on the topographic map. To keep cost down we are proposing that ground based mapping be provided. This will give the highest level of accuracy and detail of existing site and utilities. As required, and as directed by the City and RRM, the consultant Civil Engineer will perform research necessary for the proper execution of those surveys set forth above, including coordination with specific agencies and utility companies.

Deliverables:

- Topographic mapping of the 5 restroom locations at one & a half foot intervals showing all hardscape, building footprints, and visual evidence of underground utilities.

Task 1 .c –Key Stakeholder Interviews

This task will involve a series of half-hour to one-hour meetings (held over a one and a half-days with various stakeholders, including Agency and City staff, select decision makers, local interest groups, residents, developers, property owners, HOA representatives, etc. The purpose of these meetings will be to listen to the issues and observations about the future and existing restroom facilities. The interviews will be used to identify important issues to be solved and to allow the consultant team to understand the desires in terms of physical improvements and quality of life strategies.

Deliverables:

- Prepare for and attend one and a half days of interviews.
- City staff will be responsible for meeting notification, facility, and logistics.

Task 1.D- Prepare Conceptual Design Alternatives

Three to five alternative designs will be created. These designs will be based on the information gathered from City staff, stakeholder's interviews and the community workshop. The alternatives will be depicted in plan view, elevation and perspective drawings to depict the intended extent of improvements. These design alternatives will be distributed to staff for review prior to the second community workshop.

Deliverables:

- One (1) floor plan of each alternative-24x36
- One (1) elevation of each alternative-24x36 One (1) perspective rendering of each alternative- 24x36
- Information will be provided to the City by CD or email and will be available at 8 ½ x 11

Meetings:

- One (1) meeting with staff to review drawings prior to second community meeting.

Task 1.E- Community Meeting / Workshop 2

RRM will conduct the first community workshop with the assistance from the City to gain public input regarding the beach restrooms. The workshop will likely be structured into two portions.

The first portion of the workshop will be to educate the community about the project, the required process, and establish the City's goals regarding the project. The community's input/ goals from the previous waterfront outreach by WRT will be confirmed so that this process can continue the previous effort without recreating it.

The second portion would involve some hands on exercises by the attendees. These exercises will involve a visual preference survey aimed at establishing some architectural styles, elements, and site furniture / fixture preferences.

Deliverables:

- RRM will prepare the workshop agenda, flyer, workshop materials, sign-in sheets, and facilitate the workshop. A brief written summary will be distributed to City staff to memorialize the results of the workshop.
- City staff will be responsible for meeting notification, facility, logistics and refreshments.

Task 1.F- Prepare Concept plans for entitlement process

This task includes the preparation of the site plans, utility plans, landscape plans, and architectural drawings required for the City's entitlement process and Coastal Permit. The project will be broken up into two projects, the two restrooms on the sand will be project "A" and the other three will be project "B". The preferred concepts will be developed to a 30% construction document level allowing for a cost estimate to be conducted. The cost estimate will be prepared by an independent consultant to more accurately gauge the current design with the current bid market. The results of the cost estimate will be shared with staff at this early stage to help confirm the project budget.

Deliverables:

- One (1) Set of Concept Plans for project "A" & "B"

Meetings:

- One (1) meeting with staff to review progress

Task 1.G- Community Meeting / Workshop 2

RRM will conduct the second community workshop. This workshop will involve the confirmation of results from the previous workshop. The design alternatives and site furniture alternatives will be presented to the community. Consensus of the one (1) preferred alternative per restroom type will be established by conducting “tape dot” exercise. This exercise allows the community to see the results in real time. Conclusions will be announced in the meeting as well as next steps in the process.

Deliverables:

- RRM will prepare the workshop agenda, flyer, workshop materials, sign-in sheets, and facilitate the workshop. A brief written summary will be distributed to City staff to memorialize the results of the workshop.
- City staff will be responsible for meeting notification, facility, logistics and refreshments.

Task 1.H-Soils Investigation

It is recommended to have an updated soils report conducted at the sites that will require new or expanded construction. RRM’s geotechnical engineer will provide a soils report for the sites that warrant such report. This report allows the soils conditions to be known and the design criteria for an appropriate foundation design to be established.

Deliverables:

- Review published geologic maps, aerial photographs, and other literature pertaining to the site to aid in evaluating geologic hazards that may be present.
- Review previously prepared geotechnical investigation reports to aid in evaluating soil deposits at depth.
- Obtain a County of San Diego Department of Environmental Health well permit (if deemed necessary)
- Contact Underground Service Alert and retain a private utility locator to locate public and private utilities.
- Drill at least 4 small diameter borings to a depth of approximately 20 feet to examine and sample the prevailing soil condition. We expect to use plywood to access the sites on the beach from The Strand.

- Perform laboratory tests on selected soil samples to evaluate *in situ* density, shear strength, grain size, water soluble sulfate, compaction, and expansion characteristics of the prevailing soil conditions.
- Prepare a written report presenting our findings and our conclusions and recommendations regarding the geotechnical aspects of developing the property as presently proposed. Recommended grading specifications, foundation design criteria, liquefaction evaluation, settlement criteria, excavation characteristics, and remedial grading measures would be included in the report.

Task 1.I-Environmental Documentation

RRM, along with our environmental consultant Rincon Consultants, shall complete the required CEQA documentation for the Coastal Permit and City Development Plan application process. Rincon Consultants will conduct focused analysis and surveys needed in support of the environmental documentation required to comply with California Environmental Quality Act (CEQA) requirements. This scope of work assumes that all potential impacts can be successfully avoided or mitigated to less than significant level and that an Initial Study (IS) will be prepared per CEQA requirements. The objective would have to have the IS lead to a Mitigated Negative Declaration (MND).

RRM and Rincon's project managers will attend the kickoff meeting and tour of the restrooms with City staff.

At this meeting, we will receive an overview of the project objectives and characteristics and any available technical studies relative to the project. At the meeting, we will finalize a work plan and schedule for completion of tasks. The following subtasks are anticipated:

ENVIRONMENTAL PROCESSING

Our understanding is that the restrooms would be developed on existing paved and beachfront locations.

Subtask 1.I.a-c: NOT USED

STORM WATER MITIGATION PLAN

Subtask 1.I.d: Storm Water Mitigation Plan (SWMP)

As a part of the approval process, the Civil Engineer will prepare and file with the appropriate agencies the Storm Water Pollution Prevention Plan and the Dust Control Plan. A storm water mitigation plan (SWMP) and dust control plan will be required at

each of the restroom sites. A SWMP will be prepared for each site to meet the Cities standards and insure that the runoff exiting the sites will meet these standards.

DRAFT CEQA DOCUMENTATION (IS-MND)

Subtask 1.1.e: Draft CEQA Documentation (IS-MND)

This scope of work assumes that all potential impacts can be successfully avoided or mitigated to a less than significant level and that an Initial Study (IS) will be prepared per CEQA requirements. The objective would be to have the IS lead to a Mitigated Negative Declaration (MND).

The major subtasks involved in preparing the Preliminary Draft are outlined below.

Introduction. The introduction will describe the purpose and legal authority of the study, and provide a discussion of lead and responsible agencies. It will also include a discussion of the report format, as well as the background of the project.

Summary of Mitigation Measures. The MND will contain a summary of the environmental consequences and recommended mitigation measures. This information will be presented in tabular format to simplify review by decision-makers and the general public. In accordance with City specifications, the summary will be limited to five pages.

Project Description. To expedite the preparation of the MND, Rincon will include the project description and preliminary draft as one package for the City to review. The project description will detail the project as well as provide a listing of other pending projects in the immediate project vicinity. Textual, tabular, and graphic presentation will be included as necessary to facilitate a thorough understanding of proposed operations.

Environmental Impact Analysis. Each environmental issue area on the environmental checklist will be addressed in the MND. When possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. As necessary, feasible mitigation measures will be identified and a determination of whether or not recommended measures are adequate to reduce impacts to less than significant levels will be made. Mitigation measures may include a range of design measures and programs as proposed by the City staff and consultant team. All mitigation measures will be presented in wording that can be directly applied to conditions of approval and will be included in the mitigation monitoring program.

Mitigation Monitoring Program. Rincon will prepare a mitigation monitoring program in accordance with City requirements. The Mitigation Monitoring Program will be provided in a format designed for use by planners or code enforcement officers. Essentially, this plan will take the form of a detailed table. The table will compile all of

the mitigation measures developed within the body of the MND, as well as information necessary to monitor compliance with each measure.

The program will include:

- *Suggested wording as a condition of approval;*
- *Identification of persons/agencies responsible for monitoring compliance with each condition;*
- *Timing when monitoring must occur;*
- *Frequency of monitoring; and*
- *Criteria to be used to determine compliance with conditions.*

Negative Declaration. Subsequent to preparation of the detailed Initial Study, a Negative Declaration form will be prepared. This assumes that the environmental analysis proves that either “*there is no substantial evidence before the agency that the project as revised may have a significant effect on the environment*” or that “*revisions in the project plans or proposals made by or agreed by the applicant...would avoid the effects or mitigate the effects to the point where clearly no significant effects would occur*” (Section 15070 (b), *State CEQA Guidelines*).

Technical Approach to Environmental Issues

The IS/MND will analyze each issue in the Checklist. Particular emphasis will be placed on the following issue topics:

- *Historical Resources - Incorporate analysis from records search*
- *Noise – analyze expected noise levels from construction (possible nuisance noise issues)*
- *Air Quality – evaluate construction-related impacts associated with trail building project per Air Pollution Control District*

Deliverable: Twenty-five (25) copies of the Draft Initial Study/Mitigated Negative Declaration (IS/MND) One (1) copy of the Historic Resource Reconnaissance Survey and CD's of all documents

FINAL CEQA DOCUMENTATION

Subtask 1.1.f: Draft CEQA Documentation (IS-MND)

Responses to Comments. Subsequent to receipt of all public comments on the Draft Initial Study and Negative Declaration, Rincon will prepare draft responses for City review, including any added or substantially revised sections of the document that may be necessary. The final version of the response to comments will be incorporated as an appendix to the Final Initial Study.

Final Initial Study/Mitigated Negative Declaration. Subsequent to City approval of the draft responses to comments, Rincon will deliver one camera-ready copy of the Final IS/MND to the City. Rincon will also deliver a .pdf version of the document to the City for its website posting. Upon certification and project approval, it will be the City's responsibility to file a Notice of Determination with the County Clerk's office.

Mitigation Monitoring Plan. The Mitigation Monitoring Plan will provide a tool to enable the City to implement all of the CEQA-required mitigation measures by identifying timing, department responsible, and occurrence schedules. The MMP will be produced in a tabular format to facilitate mitigation tracking.

Deliverable: Five (5) copies of the Mitigated Negative Declaration (IS/MND). One (1) copy of Notice of Intent to Adopt MND and CD's of both

EXCLUSION: THIS SCOPE OF WORK ASSUMES THAT THE CITY OF OCEANSIDE WILL: BE RESPONSIBLE FOR FISH & GAME FILING /FEES; MANAGE ALL PRE_PERMITTING COMMUNICATIONS WITH RESOURCE AGENCIES; MANAGE ALL NOTICE AND DOCUMENT DISTRIBUTION, THOUGH RINCON BE AVAILABLE TO ADVISE THE CITY IN THIS REGARD.

WORKSHOPS, MEETINGS, AND HEARINGS.

Rincon's Project Manager will attend workshops, meetings, and hearings as scheduled by City project managers. We have assumed eight (8) formal meetings, and will attend fewer or more depending on project needs. Attendance will include oral presentations to the hearing body and graphic presentations, if desired.

Task 1.J-Agency and Department Coordination-Conceptual Phase

During the process, under the City's direction, RRM will meet with the various City Departments and Agencies that share jurisdiction and / or have an interest in the project. Under this task RRM will specifically meet with the Coastal Commission regarding this project. Also, monthly meetings with City staff and RRM that are in addition to the meetings outlined with the specific task will be tracked as part of this task for the conceptual phase.

Deliverables:

- Meeting minutes of agency coordination meetings as deemed necessary.

Meetings:

- One (1) Coastal Commission staff meetings
- Monthly City Staff meetings with a maximum of five (5) budgeted for this phase

Task 1.K- City of Oceanside, Coastal Commission and environmental applications /approvals:

RRM and its team of consultants will submit applications to the City of Oceanside, State Lands Commission, Coastal Commission and various agencies for a development plan, coastal permit and CEQA review.

Deliverables:

- Approved applications for entitlement process for the restroom projects
- Approved / final CEQA documents

Meetings:

- Three (3) anticipated public meetings

Task 1.L Community Development Commission / City Council Presentations/Approval Meetings

RRM, with City staff, will prepare a presentation for the approval of the final concept plans as submitted as part of the application process. RRM will create a PowerPoint presentation and associated boards for the presentation of the project to the Community Development Commission. It is also anticipated that RRM will be required to present the project to the Redevelopment Advisory Committee, Economic Development Commission and Harbor and Beaches Committee.

Deliverables:

- Power Point Presentation
- Various exhibits of exhibits already prepared under other tasks

Meetings:

- One (1) meeting with City Staff
- One(1) meeting with Redevelopment Advisory Committee
- One (1) meeting with Harbor and Beaches Committee
- One (1) meeting with Economic Development Commission
- One (1) Community Development Commission Meeting

TASK 2 CONSTRUCTION DOCUMENTS

Task 2.A 60% Construction Documents and Specifications (Design Development)

This task entails the translation of the approved conceptual design into a set of construction documents. The work effort from Task 1 is the basis of design. The primary intent of this phase is to determine the exact size, profile, and character of the building(s) design(s), and to begin the construction document process. RRM and the Consultant Team will use this very intense phase of the work to pull all of the components together and to make the crucial engineering and material coordination decisions.

Client Participation in this phase is important because the decisions made during this phase will have to balance the cost of construction with the usability and maintainability of the buildings. An itemized cost estimate in CSI format will be generated based on the design development drawings.

Deliverables:

- Building and site improvement design development documents, including preliminary door and window schedules, interior finish schedules, roof plans, building sections and building demolition plans.
- Outline product specifications with Table of Contents and Part 2, product listing
- Product cut sheet binder of selected plumbing, mechanical, and electrical components
- Review of draft general requirements (based on City provided front-end documents)
- Itemized construction cost estimate in CSI format
- Design of all engineered systems, including structural design with rough member sizing, rough mechanical layout, rough plumbing layout and fixture schedules, rough electrical design and fixture schedules

Meetings:

- Three (3) meetings with Project Team to review all design development progress, products, and cost estimate

Task 2. B Civil Engineering Site Improvement Plans / Demolition Plans / Specifications

RRM 's Civil engineer will prepare and coordinate the demolition and improvement plans for the buildings' sites, utilities, grading and drainage. These drawings will be coordinated with the building drawings. Progress submittal of these drawing and

associated specifications in CSI format will coincide with the 60% and 90% Construction Document submittals for the buildings. The cost estimate for this portion of the work will be included in the reports performed at the 60% and 90% construction document levels.

Demolition plans will be prepared for each of the five (5) restroom locations. The extent of demolition will range based on the extent warranted during the conceptual design process. Demolition Plans will be prepared for an area approximately 20' outside the footprint of the proposed new restrooms. The plans will direct the contractor to which items are to be removed, capped, salvaged and protected during the construction process.

Utility plans will be prepared for the extension of the existing utilities up to the proposed restrooms. These plans will consist of water, sewer and storm drain. For purposes of this proposal we assume that the existing utilities serving the existing restrooms are adequate for servicing the proposed restrooms.

Grading plans will be prepared to match the proposed new restrooms to the surrounding hardscape areas. The restrooms will be placed at a sufficient height to allow drainage to flow away from the building.

Deliverables:

- Site and Utility Demolition Plans
- Site, Utility and Grading Improvement Plans
- Specifications in CSI format

Meetings:

- Three (3) coordination meetings

Task 2.C NOT USED

Task 2.D 90% Construction Documents and Specifications

RRM, and our Consultant Team, will prepare Construction Documents and a construction cost estimate. RRM assumes that the project will be designed using the 2007 CBC (IBC), as amended by the City of Oceanside and other applicable and current local codes. The Construction Documents will include plans, materials and

systems specifications and engineering reports and calculations. RRM anticipates submittals at 90% and 100% completion of Construction Documents. The 90% submittal shall include 90% complete drawings and reports and will be submitted to the City of Oceanside Building Department for Plan Check. A detailed cost estimate will be generated at the 90% stage of Construction Documents.

Drawings will be submitted to the City, and Building Department for review and Building Department permit plan check. Upon receiving comments from all agencies, RRM and the Consultant Team will respond to review and plan check items, and resubmit for building permit issuance. The plans incorporating City and Building Department comments shall be considered the 100% plan set.

Deliverables:

- Complete building and on-site improvement construction drawings
- Complete technical specifications including Division-1 General Requirements
- Complete equipment and material cut sheets
- Engineering calculations and Title 24 energy documentation (Both mechanical and electrical)
- Construction cost estimate at 90% progress in CSI format
- Water Quality Management Documentation

Meetings:

- One (1) Construction Document kick-off meeting with the City staff
- Two (2) meetings to present 90% and 100% Construction Document packages to the City staff
- Additional meetings as required by the City's project manager to update progress of the work (Maximum of one (1) per month)

Task 2.E Value Engineering and State / Federal Funding Assistance

Value Engineering

Cost estimates are performed at 30%, 60% and 90% levels which allows for value engineering to occur as the project progress in earlier stages when changes are more cost effective to make. This task would be in addition to the already included value engineering. RRM along with its consultants shall review the 90% cost estimate, construction documents, specifications and construction sequencing to confirm any cost savings at the request of the City. RRM has an independent construction cost estimator as part of the consultant team. This task would be a final effort to reduce cost as directed by City staff.

State/ Federal Funding Assistance

Additionally RRM staff will assist City staff in seeking know and available funding sources through the course of the project. RRM will provide completed design documents, supplemental information and assistance to the City's staff as they complete the application(s).

Because this task requires more definition and its extent is unknown at this time it is recommended that this task will be completed on a time and materials basis not to exceed the budget amount to be set at a later date or may be deemed unnecessary by the City.

Deliverables:

- To be determined.

Task 2.F Bid Package Preparation

RRM along with its consultants shall prepare the 100% Construction Documents into one bid package that includes all five (5) restroom improvements as one project. A final engineer's construction estimate (based on 90% cost estimate) will be provided to the City for advertisement to potential bidders.

Deliverables:

- One bid package and Engineer's construction estimate will be based on the 90% cost estimate for the City's advertisement to bid.

TASK 3 CONSTRUCTION / BID SUPPORT

Task 3.1 Bidding Support

RRM and its team of consultants shall assist the City staff with Bidder inquires such as request for information, substitution review, contract addenda and attend the pre-bid conference.

Deliverables:

- Responses to Requests for Information
- Addenda preparation

Meetings:

- One (1) Pre-bid meeting

Task 3.2 Construction Support

RRM and its team of consultants shall provide construction administration support during the construction process. Such responsibilities include attendance at pre-

construction meeting, review and approve request for payment and change orders, architect's supplemental instructions, contractor submittals, request for information, observing and advising the City regarding the construction progress and conformance to the contract documents. We will attend regular bi-monthly (every 2 weeks) progress meetings and assist the CM in performing a final walk-thru to determine the date of Substantial Completion and to check conformance of the Work with the requirements of the Contract Documents.

Deliverables:

- Responses to Requests for Information
- Architects supplemental instructions
- Review and approval of Change Orders as requested by City/CM
- Review and approval of Contractor shop drawing submittals
- Punch List

Meetings:

- One (1) Preconstruction meeting
- Up to sixteen (16) on-site project meetings/construction observations (Approximately bi-monthly for 8 months)
- Final Punch List walk-thru
- Up to a maximum of six (3) progress site visits by each sub-consultant as applicable to project milestones in respect to their disciplines

Assumptions regarding work to be performed:

- Existing water, sewage and electrical utilities have enough capacity for expansion of restrooms.
- City will provide utility as built plans from City records for areas outside of 20' perimeter from building footprint.
- Buildings require conventional spread footing foundation, slab on grade or drilled pier foundation.
- The project will bid as one bid package and be constructed without long breaks or phasing of construction amongst the individual building/ site locations.

Exclusions to work being performed:

- The following items are exclusions from the scope of work. Should the City determine that these additional services are needed the RRM team will negotiate an amended contract with the City prior to commencement of work:
- Marine Engineering is excluded. However if it is determined that any specialty foundations and / or additional pier structure bracing is required, our team will work with the City to determine the extent of this work and amend the contract accordingly.
- Site improvements plans, utility, grading/ drainage and demolition plans outside of the 20' perimeter of the building footprint are excluded.
- Preparation of separate bid packages and phased construction support are excluded.
- Low Voltage and communication system design
- Utility upgrade design and documentation.
- Side walk/ stairway and roadway design at Wisconsin Street location.
- Additional Coastal Commission meetings, exhibits, and documentation as a result to any appeal process.
- Additional meetings that are not specifically outlined in this document.
- Additional environmental documents, EIR, traffic, noise and hazardous material studies that are not specifically outlined in this document.
- Landscape design and documentation are excluded and understood to be performed by City Staff.

RRM Design Group
Beach Restroom CEQA Documentation

Revised December 15, 2009

Subtasks D1 and D2	Cost	Hours	Rincon Consultants				
			Principal	Sr. Assoc.	Analyst	Graphics	Admin
			\$165/hour	\$125/hour	\$105/hour	\$75/hour	\$55/hour
Task 1: Kickoff Meeting/Trail Corridor Tour	\$1,100	8	6				2
Task 2: Environmental Processing							
Task 3: Draft Initial Study/MND	\$15,390	138	20	32	60	18	8
Task 4: Final Initial Study/MND	\$2,740	28	4		12	8	4
Mitigation Monitoring Plan	\$470	6		2			4
Meetings, Workshops, Hearings (8)	\$3,300	20	20				
Subtotal Labor:	\$23,000	180	30	34	72	26	18
Additional Costs							
<i>Printing</i>							
25 copies of IS/MND @ \$30/copy	\$750						
Supplies, Travel, and Miscellaneous Expenses	\$750						
General & Administrative	\$225						
Total Additional Costs:	\$1,725						
TOTAL COST (Labor plus Additional Costs):	\$24,725						



STAFF REPORT*CITY OF OCEANSIDE*

DATE: January 26, 2011

TO: Chairman and Members of the Community Development Commission

FROM: Economic and Community Development Department

SUBJECT: **AMENDMENT 1 TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION AND KIMLEY-HORN AND ASSOCIATES INC., IN THE AMOUNT OF \$493,670 FOR CONSTRUCTION DRAWINGS FOR THE IMPROVEMENTS TO MISSION AVENUE FROM HORNE STREET TO CLEVELAND STREET**

SYNOPSIS

Staff recommends that the Community Development Commission approve Amendment 1 in the amount of \$493,670 to the professional services agreement with Kimley-Horn and Associates Inc., of San Diego for a conceptual design for the improvements to Mission Avenue from Horne Street to Cleveland Street, adding to the scope of work construction drawings for the project and authorize the City Manager to execute the agreement.

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 Horne 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 from experienced consultants for the conceptual design for the improvements to Mission Avenue from Horne Street to Coast Highway. The Request for Proposal was also structured for the consultants to provide a proposal for the working drawings should the Agency wish to move forward with construction upon CDC approval of the concept plan. Staff received nineteen responses and narrowed the selection for interviews to five consultant teams. Staff conducted extensive interviews with the five consultant teams and ultimately selected Kimley-Horn and Associates Inc., based upon their performance during the interviews, their past work experience and their references.

On April 8, 2009, the Community Development Commission approved Kimley-Horn and Associates Inc. (KHA), in the amount of \$165,000 for a conceptual design for the improvements to Mission Avenue from Horne Street to Cleveland Street.

The KHA contract included evaluating a variety of alternatives, providing traffic modeling, evaluating drainage and low impact development solutions, and exploring landscape and site amenity features. The contract also included two public workshop which proved invaluable in soliciting input from the surrounding neighborhood.

There were benefits and drawbacks from all of the proposed alternatives; however, the consultant recommended Alternative 3 for the maximum benefits for both traffic circulation as well as enhancements to the streetscape. Alternative 3 would reduce westbound Mission Avenue from four-lanes (in both directions) down to two-lanes, one-way, beginning at Clementine Street moving west to Cleveland Street. Traffic would be able to turn left and/or right onto Cleveland Street. Traffic moving southbound on Cleveland Street would be one-way to Seagaze Drive and then two-lanes (one-way) on Seagaze Drive eastbound to Clementine Street. Clementine Street would be one-way moving north from Seagaze Drive to Mission Avenue.

On September 1, 2010, the Community Development Commission had a workshop and gave direction to staff to proceed with Alternative 3 for the final construction design for Mission Avenue from Horne Street to Cleveland Street with a modification to Seagaze Drive to accommodate buses for NCTD. In addition, there had been some discussion regarding accommodations for bicyclist.

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 group met on November 30, 2010, and the committee formed a consensus related to several issues (see attached). 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-foot wide versus 12-foot wide) would be located within the vehicular right-of-way and delineated by directional signage. In addition, the committee also agreed to have reversed angled parking to be located on the north side of Mission Avenue with parallel parking located on the south side of Mission Avenue. This would allow for both sidewalks to be increased approximately 3.5 feet in width from 12 feet to 15 ½ feet (see attached detail).

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.

ANALYSIS

After an extensive selection process, Kimley-Horn and Associates Inc., was originally selected to prepare the conceptual design based upon their past work experience and their references. Due to their excellent work performance for the conceptual design, Kimley-Horn and Associates, Inc. has been selected to prepare the construction drawings.

The scope of services for the development of the construction drawings includes but will not be limited to the following:

- Field Survey: Establish existing street cross sections
- Environmental Documentation: Prepare Mitigated Negative Declaration
- Geotechnical Coordination: Core drilling and R-Value testing
- Air quality analysis study
- Noise Technical report
- Drainage Study report
- Prepare Storm Water Management Plan
- Prepare construction drawings

Upon Commission approval the consultant is prepared to start immediately on preparing the construction drawings. The estimated construction costs for the Mission Avenue Improvements ranges between \$1.5-1.8 million dollars.

FISCAL IMPACT

The Mission Avenue Capital Improvements project (933118300573) has a current balance of \$402,733. These funds are available through Redevelopment Tax Allocation Bonds issued in 2003. The work to be performed by the consultant under this amendment is considered a multi-year project. Therefore, upon adoption of the FY 2011-12 capital improvement program budget by the City Council, the remaining balance of \$90,937 will be funded from the FY 2011-2012 Mission Avenue Improvements project which has a proposed appropriation budget of \$557,638.

CITY ATTORNEY'S ANALYSIS

The professional services agreement has been reviewed by the City Attorney and approved as to form.

COMMISSION OR COMMITTEE REPORT

On October 27, 2010, the Redevelopment Advisory Committee (RAC) reviewed the professional services agreement and voted 5-0 to approve staff recommendation.

RECOMMENDATION

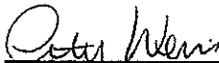
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PREPARED BY:



Kathy Baker
Redevelopment Manager

SUBMITTED BY:



Peter A. Weiss
Executive Director

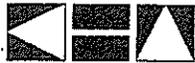
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Jane McVey, Economic and Community Development Director
Teri Ferro, Financial Services Director



EXHIBITS/ATTACHMENTS

1. Professional Services Agreement
2. Staff report dated April 8, 2009
3. Timeline of events
4. Working group recommendations
5. Mission Avenue cross section



Kimley-Horn
and Associates, Inc

Exhibit "A"

December 30, 2010

■
401 B Street
Suite 600
San Diego, California
92101

Ms. Kathy Baker, Redevelopment Manager
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054
3rd Floor Economic and Community Development Department

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

Dear Ms. Baker:

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 consulting and engineering services on Mission Avenue – Phase 2 Services (“Project”). The following tasks were discussed at our June 9, 2010, meeting, as well as the September 1, 2010 City Council approval, as those necessary to advance the project through the next phase.

Project Understanding

Based on the outcome of Phase 1 services presented to the Oceanside City Council on September 1, 2010, our team will provide survey, geotechnical, environmental compliance, civil, traffic, landscape, and drainage related services for the proposed Project under this phase of work.

Scope of Services

This scope of services will continue the conceptual work that was performed under the agreement dated January 15, 2009 (Phase 1), and this work will be considered Phase 2.

Phase 1: Development Concepts

Tasks 1 – 5 These tasks were completed under the January 15, 2009 contract.

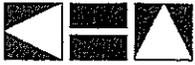
Phase 2: General Plan Amendment, CEQA Compliance and PS&E

Task 6 – Develop Final Concept

KHA will work with the City to develop the final design concept for Mission Avenue and adjacent streets. It is assumed KHA will use the information provided at the September 1, 2010 Council meeting and prepare a revised exhibit. This task will include the following meetings:

- One meeting with the City to review the final concept
- Meeting with NCTD to discuss the final circulation plan

■
TEL 619 234 9411
FAX 619 234 9433



- One meeting with City to address any comments on the final concept

Task 7 – Field Survey

KHA will work with a team to establish existing street cross sections for the proposed improvements. The survey data will be tied horizontally to the California Coordinate System (CCS 83) and tied vertically to the City of Oceanside datum or as instructed by the City. Project control will be provided to the City with durable markers identified for the purposes of re-establishing control once construction commences. The deliverable will be a CAD file with 3D points and breaklines for the areas surveyed together with the compiled contours. These services will include:

- Cross-sections along Mission Avenue, between the Coaster tracks and 100' west of Home Street at 25' intervals extending to the right-of-way.
- Roadway profiles, driveway profiles and locations, existing visible surface utility locations, accessible utility invert elevations, adjacent building finish floor elevations, utility equipment, traffic signal equipment (including poles, pull-boxes, controller and meter pedestal), luminaries, type and sign location, striping and channelization within the limits of aerial mapping described above.
- KHA will also conduct a site visit to verify existing signing and marking, existing traffic signals equipment including conduits and wiring, and existing luminaries.

Deliverables:

1 copy of basemap on 24"x36" – paper; 1 electronic copy of basemap files in AutoCAD format; 1 pdf; 1 electronic copy of survey field notes.

Task 8 – Geotechnical Coordination

Our team will obtain the following information to support the project:

- Reviewing background information including available geotechnical reports, geologic maps, and aerial photographs.
- Siting and staking of proposed exploratory locations for clearance of conflicts with existing utilities by Underground Service Alert.
- Acquiring traffic control and encroachment permits from the City of Oceanside (we understand that fees for such will be waived).
- Coring the existing asphalt pavements prior to excavating, logging, and sampling six exploratory soil borings to depths of up to 15 feet below existing grade (or to refusal).
- Collecting bulk and in-place samples of the encountered soils and transporting them to our in-house geotechnical laboratory for analysis.
- Performing geotechnical laboratory testing on selected samples to evaluate soil parameters for design purposes. Our testing is anticipated to include in-situ moisture content and dry density, grain size analyses, R-value, and corrosivity (pH, electrical resistivity, sulfate content, and chloride content).
- Converting four of the soil borings for use in infiltration testing. The infiltration test procedure used will be in general conformance with County of San Diego guidelines for percolation testing. This is a two-day process and involves pre-soaking of the borings the first day and performing the test under saturated conditions on the second day.
- Compiling and performing an engineering analysis of the data obtained from our background, field, and laboratory evaluations.
- Preparing a geotechnical design report to present our conclusions and to provide our geotechnical recommendations for site preparation, pavement and paver design, groundwater, soil corrosivity, and the infiltration capacity of site soils.

Deliverables:

1 copy of the final geotechnical report (hard copy), 1 CD for City records

Task 9 – Environmental Documentation

This task assumes that the appropriate level of CEQA review would be a Mitigated Negative Declaration as described in section 15070 through 15075 of the CEQA Statute and Guidelines. A General Plan Amendment (GPA) will also be required to ensure the proposed reconfiguration of Mission Avenue is consistent with the current circulation element. This scope assumes that the GPA will be a stand-alone document containing only those portions of the General Plan Circulation Element affected by the proposed project. It is also assumed that the City of Oceanside will determine the appropriate street design criteria for the reconfigured Mission Avenue, as contained in Table C-1 of the Circulation Element. The GPA is the primary discretionary action that will require CEQA compliance.

As identified in the Mission Avenue Environmental Constraints Analysis (KHA, July 22, 2009), the following technical studies are proposed to support the CEQA documentation:

- Air Quality Analysis and Global Climate Change Evaluation
- Noise Technical Report

As discussed in the Environmental Constraints Analysis, the proposed project is not expected to result in excavation or other ground-disturbing activities within previously-undisturbed areas; accordingly, no impacts to archaeological resources are anticipated. Review of the proposed project elements suggests that no direct or indirect impact to the integrity of Historic Route 101; accordingly, no inventory or analysis of historical resources is included in this scope. However, because the proposed project would involve a GPA, Native American consultation is required in accordance with Senate Bill (SB) 18. The scope of services is provided below under Task 8.1c.

A traffic impact analysis was prepared for the proposed project in August, 2010, and will be referenced in the CEQA documentation. This task assumes that no resource agency permits, such as Clean Water Act Sections 401 or 404 or Fish and Game Code 1600, would be required.

Task 9.1 – Technical Studies**Task 9.1a Air Quality Analysis and Greenhouse Gas Evaluation**

The KHA team will prepare an air quality analysis to address potential impacts associated with construction and operation of the proposed project. The analysis will include an assessment of construction and operational emissions and a comparison with appropriate significance thresholds. The analysis will address the potential for impacts to sensitive receptors in the vicinity of the project due to redistribution of traffic.

We will also prepare an evaluation of greenhouse gas emissions associated with the project. The analysis will address both construction and operational emissions. Due to the nature of the project, which will redistribute traffic but not generate any new trips, it is assumed that the analysis will involve a screening evaluation including both construction and operations.

The KHA team will prepare a report that presents the results of the air quality and greenhouse gas analyses. The report will be prepared in accordance with City of Oceanside guidelines, and will follow the newly adopted CEQA guidelines to evaluate the significance of impacts.



Task 9.1b Noise Technical Report

KHA will assess potential noise impacts associated with changes in vehicular traffic noise resulting from implementation of the proposed project. The following tasks will be performed:

- A field reconnaissance will be performed along the project alignment to identify the location of noise sensitive areas and to understand the acoustic characteristics in the vicinity of those areas. Noise sensitive areas will be plotted on the project base map.
- Short-term sound level measurements (up to 1-hour) will be conducted at up to 6 locations near noise sensitive areas within the project limits to quantify the existing noise levels during the peak traffic noise hour. The measurements will be conducted using ANSI Type 1 or Type 2 calibrated integrating sound level meter(s). Simultaneous traffic counts will be performed during the measurement periods to calibrate the noise model.
- Existing and future sound levels “with and “without” the project will be estimated using the Federal Highway Administration (FHWA) Traffic Noise Model (Version 2.5). The model results will depict the distance from the roadway centerline to the 60, 65, 70 and 75 Ldn (Day-Night Average Noise Level) or CNEL (Community Noise Equivalent Level) noise contours in tabular format. The Ldn at 50 feet will also be calculated. The effects intervening barriers such as walls and buildings will not be considered. Daily traffic volumes will be obtained from the project traffic study.
- Noise impacts will be identified by comparing the existing and future sound levels to the threshold of significance. Mitigation measures will be recommended in areas where a significant noise impact is identified.
- The results of the noise assessment will be submitted in a technical report.
- This task includes response to comments for one screen check review by the City. The scope assumes that the comments will be minor and not require additional sound level measurements or acoustical calculations.

Task 9.1c SB 18 Native American Consultation

The KHA team will request a search of the Sacred Land File from the Native American Heritage Commission (NAHC) to identify areas of Native American heritage significance or any listed Traditional Cultural Properties. We will provide the response from the NAHC with our draft report to facilitate the City’s consultation efforts and attend one meeting with the tribes and City to facilitate consultation and document results. Prior to the meeting the KHA team will conduct a records search for the project at the South Coastal Information Center (SCIC) at San Diego State University to identify previous cultural resource studies conducted in the area and any previously recorded sites located within or near the project. Using this information and the results of the NAHC search, the KHA team will prepare a short summary of the known cultural resources within the project, and this along with a project map figure will be provided to the tribes identified by the NAHC. If tribal comment is received we will forward that to the City for discussion at the meeting.

Task 9.2 – CEQA Documentation

Task 9.2a: Prepare Initial Study

KHA will complete the Initial Study in accordance with CEQA guidelines section 15063 and Initial Study checklist (Appendix G) in the CEQA guidelines. The Initial Study will form the basis for the environmental analysis and provide the necessary background for



determining the potential for significant environmental effects associated with the proposed project.

Each of the topics identified on the environmental checklist form contained in the State CEQA Guidelines will be evaluated to document the nature and extent of any potential environmental consequences. Analysis of air quality, potential historic resources, and noise will be based on the technical reports described in previous tasks of this scope; other analysis will be based on field reconnaissance primary research and review of existing reports and available CEQA documentation. The specific purpose of the analysis in the IS will be to identify potential significant adverse environmental impacts and develop mitigation such that a Mitigated Negative Declaration can be approved. KHA will prepare a draft Initial Study to include the following sections:

- Introduction: This section will introduce the Initial Study describe the purpose of the Initial Study and its role in the overall environmental process for the project.
- Environmental Setting: The environmental setting will describe existing physical setting and characteristics of the project site, as well as the setting and character of adjacent land uses and the surrounding area.
- Project Description: The project description will provide a detailed, yet concise, description of the proposed project. The purpose and need for the project will be clearly stated, along with the project objectives. Discretionary actions needed to implement the project would be identified.
- Environmental Analysis: This section will provide an expanded discussion of the environmental issues as presented in the Environmental Initial Study checklist. Each IS checklist question required per Appendix G of the CEQA Guidelines will be presented along with a response. References used as the basis for the analysis would also be listed after each response.
- Mandatory Findings of Significance: This section of the document will provide a discussion of the project's impacts, as they relate to the mandatory findings of significance under CEQA. Similar to the discussion in the Environmental Analysis section, a response will be presented for each of the Mandatory Findings of Significance questions.
- Appendix: The Environmental Checklist will be included as an appendix to the document. Technical studies prepared per Task 1.0, plus the ongoing traffic impact analysis, will be included in the appendices to the IS.

Task 9.2b: City Review Coordination

The draft IS/MND will be provided to the City of Oceanside for review and comment. The objective of this task is to incorporate any modifications made to the proposed project design during the CEQA review process into the draft IS/MND. This task assumes a total effort of 10 hours to respond to City of Oceanside comments.

Task 9.2c: Administrative Draft Mitigated Negative Declaration

KHA will prepare an administrative draft of the Mitigated Negative Declaration incorporating the project description and analyses described above. An internal Quality Control review will be conducted by a senior-level environmental planner. Five (5) copies of the administrative draft will be provided to the City for review. City comments will be incorporated into the document and a public-review version of the Mitigated Negative Declaration produced. This scope assumes a total effort of 10 hours to address City of Oceanside comments.



Task 9.2d: Public Review and Adoption, CEQA

- **Public Notice:** KHA will draft a Notice of Intent to Prepare a Negative/Mitigated Declaration. The City will be responsible for posting and noticing.
- **Public Review:** The Consultant will provide 15 copies of the IS/MND to the State Clearinghouse for circulation to responsible and trustee agencies. An additional 15 hard copies and one CD-ROM with a PDF version of the Mitigated Negative Declaration will be provided to the City. The public review process will occur over a 30-day period.
- At the close of the public review period, KHA will prepare written responses to comment letters received. The proposed responses will be provided to the City for review. City comments will be incorporated. The comment letter and responses will be incorporated as a stand-alone section in the IS/MND. This revised version will be provided to the City for use in the adoption process.

Task 9.3 –General Plan Amendment (GPA)

KHA will prepare a GPA to incorporate the proposed reconfiguration of Mission Avenue, between Cleveland Street and Horne Street, into the current Circulation Element. The GPA will be a stand-alone document containing only those revisions necessary to accommodate the proposed Project. Suggested text will be provided in a strike-through/underline format to facilitate review. The following portions of the Circulation Element will be revised:

- Street classification name and description
- The western portion of Figure C-1
- Portions of Tables C-1 through C-3 (note: it is assumed that the City will provide guidance with respect to the appropriate street design criteria to be used for the new Mission Avenue street classification)

Deliverables:

KHA will provide copies of the technical studies and documentation of the SB 18 consultation as described in Task 8.1. KHA will prepare a mitigation monitoring plan to assist the City in implementing mitigation measures contained in the Mitigated Negative Declaration (MND). An internal Quality Control review of all documents will be conducted by a senior-level environmental planner. One unbound copy of the revised MND with responses to comments and the mitigation monitoring plan will be provided. PDF versions of these two (2) documents will also be provided on CD-ROM. KHA will provide the GPA to the City as described above in Task 8.3.

Task 10 –Storm Water Management Plan

A Storm Water Management Plan (SWMP) will be prepared to support the final water quality design elements of the project. This task will consist of the following design items:

- Determine applicable Standard Urban Stormwater Management Plan requirements as described in the current City of Oceanside SUSMP, March 25, 2010. The SUSMP will be updated in January 2011. It is assumed LID Practices to the maximum extent practicable will be sufficient for the new update.
- Identify pollutants of concern by land use type and identify impairments to the receiving water bodies.
- Hydrologic calculations shall include pre-development and post-development analysis (Q2, Q10, and Q100) flow rate in accordance with City of Oceanside, SUSMP and San Diego County Hydrology Manual, June 2003.



- The hydraulic capacity of each proposed treatment device will be calculated. These calculations will be used to quantify how much flow the proposed Low Impact Development (LID) features can treat within the project limits.
- Design (LID) features: LID features will be implemented to the Maximum Extent Practicable within the project. Sizing calculations will be provided for LID practices.
- Operation and Maintenance (O&M) Plan will be prepared designating responsible party to manage to the storm water BMPs, employee training program and duties, operating schedule, maintenance frequency, routine service schedule, and specific maintenance activities.

The hydraulic analysis will be used to define the project specific elements pertaining to the LID features to be implemented within the project. The calculations will be used to size curb openings, curb outlets, determine pipe sizes, determine areas for storm drain extension if required for the existing storm drain in Mission at Freeman Street and bypass spread width. LID features will be sized based on defined drainage management areas.

It is assumed that 4 review cycles will be needed to process the document through the City of Oceanside. It is assumed that no off-site improvements or existing pipe upsizing will be required as part of the project. It is assumed that the hydrologic analysis will be limited to the area and blocks immediately adjacent to the proposed project.

Deliverables:

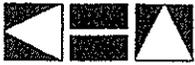
A SWMP and a separate Operating and Maintenance Plan will be prepared and submitted in conjunction with the plans. This will include 2 hard copies.

Task 11 - Prepare 60% Project Submittal

Task 11.1 Construction Drawings

KHA will prepare civil engineering drawings at the 60% design level for City review and comment. The design drawings will be based on the concept design approved as a result of Task 6. Our design will consist of the following design items:

- Title Sheet/Vicinity Map
- General Notes Sheet
- Typical Sections
- Demolition Plan: 1" = 20' scale (assume 4 sheets, double loaded) This plan is assumed to show saw cut lines, pavement removal, limits of grinding, minor utility adjustment. Traffic signal equipment removal will be shown in the traffic signal plans.
- Improvement Plan and Profile: 1"=20' scale (assume 8 sheets) This plan is assumed to show existing grade elevations, proposed elevations, curb extensions, new ADA pedestrian ramps, drainage improvements, grading, crosswalks, cross gutters, medians, channelization.
- Landscape Plans: 1"=30' scale (assume 6 sheets) The Lightfoot Planning Group (TLPG) will prepare the Construction Plans which is assumed to show paving treatments, walls, raised planters, street furnishings and signage; Planting Plans that show type, size and location of all plant materials; Irrigation Plans showing points of connections, systems control and irrigation techniques. Also included:
 - Construction Details
 - Legends and material callouts
 - Irrigation calculations



- Drainage Details: 1"=20' scale (assume 3 sheets) This plan is assumed to show the design elements associated with the LID features for the project and details for each LID water quality feature within the project. These details are assumed to include cross sections of the LID features, drop structures, weirs, curb openings, curb outlets, grate inlet design, and perforated pipe design. It is assumed that drainage profiles will not be required and flow lines will be noted with plan callouts only. It is assumed that no existing storm drain extensions will be required (only potential connections to the existing backbone).
 - Construction Details (assume 2 sheets)
 - Signing and Striping Plans: 1"=40' scale (assume 5 sheets) This plan is assumed to show and proposed signing and markings per CA-MUTCD requirement and guidelines. The signing and marking plan will be prepared for the reconfiguration of Mission Avenue and Seagaze Drive within the limits of the project.
 - Traffic Signal Plans: 1"=20' scale (assume 6 sheets) The 60% project submittal will include the proposed traffic signal equipment including new, existing to remain and existing to be removed equipment. The traffic signals will show proposed conduit locations, vehicle detection systems and proposed phasing. The 60% submittal will not include a complete conductor or equipment schedules. Traffic signal plans will be prepared for the following locations:
 - Mission Avenue and Cleveland Street (new signal)
 - Mission Avenue and Tremont St (new signal);
 - Mission Avenue and N. Coast Highway (signal modification);
 - Mission Avenue and Ditmar Street (signal modification);
 - Mission Avenue and Horne Street (signal modification);
 - Seagaze Drive and N. Coast Highway (signal modification);
 - Seagaze Drive and Cleveland (new signal)
- *The modification at Seagaze and Coast will accommodate the bus movement for NCTD. We are assuming the bus lane will be on the south side of Seagaze, and the intersection at Seagaze and Cleveland will be stop controlled.
- Electrical Plans: 1"=40' scale (assume 2 sheets) This plan is assumed to show existing electrical facilities, proposed new conduits and service points locations to provide electrical power to the proposed new lighting and irrigation system. The electrical plans will be prepared for Mission Avenue within the limits of the project. A coordination meeting will be required between the consultant, the City and SDG&E to verify the location of the existing power sources within the limits of the project. Proposed new service point locations will be shown in the Electrical Plans as needed. It is assumed that the design for the power connection to the proposed service point locations will be completed by SDGE. The Electrical Plans will not include traffic signal interconnect conduits and cable information along Mission Avenue, the traffic signal interconnect information will be included in the Traffic Signal Plans.
 - Construction Phasing Plans/Traffic Control Plans: 1"=40' scale (assume 20 sheets) This plan is assumed to show anticipated construction phasing and traffic control plans. It is anticipated that half width roadway closures will be required with detour plans for vehicles, pedestrians and bicycles. The plans will be prepared to minimize impacts to existing business by providing pedestrian access routes during construction. A total of up to twenty (20) phases are anticipated at this point for the construction and implementation of the project.

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



A working meeting with the City is anticipated after this submittal.

Deliverables:

Design development (60%) level improvement plans, revised colored site plan, a site amenity portfolio, and opinion of probable construction estimate. One set of full size (24" x 36"), one reduced scale (11" x 17") plans, and one pdf version.

Task 12 - Prepare 90% Project Submittal

Task 12.1 Construction Drawings

Based on the written comments provided by the City engineering staff, KHA will revise the construction documents for 60%, and prepare the 90% design level drawings. 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. The following plans will be added to the drawings set for the 90% submittal:

- Irrigation Plans: 1"=20' scale (4 sheets)
- Erosion Control Plans: 1" = 40' scale (4 sheets)

KHA will update the opinion of probable construction cost.

Task 12.2 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-2009) and the Caltrans Standard Specifications.

Task 12.3 – Photometric Calculations

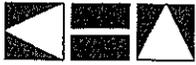
KHA will prepare a photometric calculation of the proposed lighting plan for Mission Avenue within the limits of the project. The calculation will be done to assist with the appropriate placement of luminaires and the evaluation of up to four (4) different lighting fixtures to be recommended by Lighfoot Planning Group. The average, maximum and minimum footcandle measurements will be included in the photometrics calculation. The photometric calculation will then be evaluated and compared with the standard lighting levels per the IES requirements.

Task 12.4 – Voltage Drop Calculations

KHA will prepare a voltage drop calculation of the proposed lighting plan and irrigation plan prepared by Lighfoot Planning Group for Mission Avenue 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 only. The 60% submittal will only include electrical equipment and service point locations proposed under this project. Upon completion of the 60% level plans, 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, 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 13 - 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 14 - Project Coordination, Meetings, Management

Task 14.1 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 40 hours has been assumed for this task.

Task 14.2 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):

- (5) project team meetings with City staff
- (6) Mission Avenue Working Group
- (1) Transportation Commission
- (1) Bicycle Committee
- (1) Economic Development Commission
- (1) Art Commission
- (1) Redevelopment Advisory Committee City Council Presentation
- (1) City council presentation
- (1) Community Outreach meetings
- (3) meetings for CEQA presentation
- (1) Coastal Commission meetings
- (1) additional community meeting
- (2) site visits

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

Deliverables:

Meeting materials will include area maps, site condition maps, previous concepts, refined schematic site plans, detailed design development site plans, cross sections, elevations, computer models, visual simulations and visual preference sample boards. A typed summary for each meeting will be provided (electronically, in PDF format).

Task 15 - Bid and Construction Support

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 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 100 hours has been assumed for this task.

Task 16 – 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 17 – 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. 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.

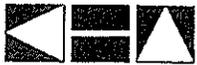
Task 17.1 – Drafting Storm Water Pollution Prevention Plan (SWPPP)

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 17.1a – Weekly Inspections

Per the General Permit, KHA will perform weekly observations to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. This task includes completion of required inspection reports, archiving photographs, and coordinating with Contractor in making recommendations for installation and repair of BMPs. This task assumes 40 visits, (2.5) hours per visit, for a total of up to 100 hours.

Task 17.1b – Rain Event Inspections

Per the General Permit, KHA will perform rain event site inspections within 48 hours of a qualifying rain event. For this requirement, a qualifying rain event is one producing precipitation of one-half inch or more of discharge.

This task includes completion of required inspection reports, archiving photographs, and coordinating with Contractor in making recommendations for installation and repair of BMPs. We have budgeted two and a half (2.5) hours for each visit and have estimated (20) rain events. Please note that per the General Permit, each rain event requires (3) different inspections: 1) A pre-rain event, 2) a rain event and 3) a post rain event inspection. However, the pre and post rain event inspections may be done in place of the weekly inspections, depending on the timing and duration of the rain event. Please also note that rain event inspections (during the storm event) are required every 24 hours. Additional site visits will be subject to an amendment to this contract. For purposes of this scope of services, we are assuming (2) visits per rain event at (2.5) hours per visit for a total of up to 100 hours.

This scope does include minimal effort for collecting of runoff samples for pollutants and the effort to deliver them to the testing facility. The Owner is responsible for hiring an independent testing laboratory to test the samples when recommended by the QSD and/or as directed by the SWPPP.

For tasks B and C, the time for each visit is estimated below:

- 1.5 hours travel time to and from the site.
- 30 minutes to walk the site, inspect each BMP and fill out the (5) page Inspection Report. Possible sample collection.
- 30 minutes to scan, electronically file and distribute the Inspection report to the Contractor and Owner. Minimal effort is also included to revise the SWPPP with any changes as noted in the Inspection Report Action Items. It is assumed that the Contractor will maintain on-site a summary of current SWPPP status.

Task 17.1c – Quarterly and Annual Reports

Per the General Permit, KHA will provide Quarterly and Annual Reports of the inspections to be uploaded to the State Board SMARTS systems. Up to 25 hours have been assumed for this task.

Task 17.1d – SWPPP Exhibit Updates

KHA will work with the Contractor to update the SWPPP Exhibit acetate overlay to match actual field conditions. It is assumed this update will occur once per week during the weekly inspection. Up to (0.5) hours have been assumed per exhibit update for a total of 21 hours.

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.

- SMARTS set-up for the SWPPP
- National Environmental Policy Act (NEPA) documentation

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.

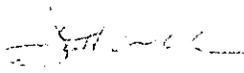
Fee and Billing

Consultant will perform the Scope of Services for a lump sum fee of \$493,670. 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.



Scott W. Colvin, PE
Asst. Secretary, Project Manager
RCE #69464



Estimate of Cost for Proposed Design Services

City of Oceanside
Mission Avenue - Phase 2 Services
December 30, 2010

Task	Rates and Hours							Total Hours	KHA Expense	Total Cost
	P7 Principal	P3 Professional	P5 Professional PM	P4 Professional	P3 Analyst	D7 Senior Designer	N6 Support Staff			
Description	\$230.00	\$160.00	\$145.00	\$130.00	\$110.00	\$118.00	\$78.00			
Task 6 - Develop Final Concept										
Final Concept			2	8				30		\$4,380.00
Meetings and Coordination		10	10					10		\$1,330.00
								20		\$3,050.00
Task 7 - Survey										
Field Survey								54		\$6,480.00
Site Visit- Existing traffic signals and signing inventory				27	27			0		\$0.00
								54		\$6,480.00
Task 8 - Geotechnical Coordination										
			4	2				6		\$800.00
								6		\$800.00
Task 9 - Environmental Documentation										
9.1 - Technical Studies								215		\$26,797.00
9.1a - Air Quality Analysis and Greenhouse Gas Evaluation			5					5		\$725.00
9.1b - Noise Technical Report		16	5	40		4		65		\$8,957.00
9.1c - SB 18 Native American Outreach			5					5		\$725.00
9.2 - CEQA Documentation										
9.2a - Prepare Initial Study		4	18		40		8	70		\$8,274.00
9.2b - City Review Coordination			2		4		4	10		\$1,042.00
9.2c - Administrative Draft Mitigated Negative Declaration		1	2		7			10		\$1,220.00
9.2d - Public Review and Adoption, CEQA										
Public Notice			2		2		4	8		\$822.00
Public Review		2	6		14		4	26		\$3,042.00
9.3 - General Plan Amendment										
9.3a - Revise Circulation Element Exhibit		1						7		\$1,990.00
9.3b- Text Edits	1		4			6		7		\$868.00
							4	9		\$1,122.00
Task 10 - Storm Water Management Plan										
Field Visit			4	4				176		\$20,735.00
Hydrologic Analysis			4	30	10			8		\$1,020.00
Hydraulic Analysis			6	30				44		\$5,060.00
SWMP			4	27				36		\$4,170.00
Operation and Maintenance Plan			6	18				31		\$3,550.00
Revisions (4 cycles)			4	20				24		\$2,850.00
Meetings (1)			3					3		\$435.00
QA/QC			6					6		\$870.00
Task 11 - Prepare 60% Project Submittal										
Title Sheet - Vicinity Map (1 sheet)					4			4		\$87,272.00
General Notes Sheet (1 sheet)					4			4		\$440.00
Typical Sections (1 sheets)					4			4		\$440.00
Demolition Plan (4 sheets)			5	20				25		\$2,925.00
Improvement Plans and Profile (8 sheets)			20	30				50		\$6,200.00
Drainage Details (3 sheets)			50	70				120		\$14,950.00
Construction Details (2 sheets)			4	10				14		\$1,680.00
Signing and Striping Plans (5 sheets)		4	4	30				38		\$4,520.00
Traffic Signal Plans (6 sheets)			5	20	15	5		45		\$5,565.00
Traffic Signal Plans-Saagaze & Cleveland (1 sheet)			16	120	80	20		216		\$26,890.00
Electrical Plans (2 sheets)			6	6	10			22		\$2,750.00
Construction Phasing/Traffic Control Plans (20 sheets)			4	20	20	10		54		\$6,560.00
Opinion of Probable Cost			6	20	20	10		56		\$6,850.00
QA/QC	8	8	4		9	9		22		\$2,632.00
					16			32		\$4,880.00



Estimate of Cost for Proposed Design Services

City of Oceanside
Mission Avenue - Phase 2 Services
December 30, 2010

Task	Rates and Hours							Total Hours	KHA Expense	Total Cost
	P7 Principal	P5 Professional	P5 Professional PM	P4 Professional	P3 Analyst	D7 Senior Designer	N6 Support Staff			
Task 12 - Prepare 90% Project Submittal	\$230.00	\$160.00	\$145.00	\$130.00	\$110.00	\$118.00	\$78.00			
12.1 - Construction Drawings								774		\$95,896.00
General Notes Sheet					1			1		\$84,171.00
Typical Sections					10			10		\$1,100.00
Demolition Plan		2	12		30			44		\$5,360.00
Improvement Plans and Profile		2	60		65			127		\$16,170.00
Drainage Details			30		40			70		\$8,750.00
Construction Details	6		10		12			28		\$4,150.00
Signing and Striping Plans			2	18	8	2		30		\$3,746.00
Traffic Signal Plans			2	40	20	5		67		\$8,280.00
Traffic Signal Plans-Seagaze & Cleveland (1 sheet)			3	5	5			13		\$1,635.00
Electrical Plans			2	8	6	2		18		\$2,226.00
Construction Phasing/Traffic Control Plans			12	60	80	40		102		\$23,060.00
Erosion Control Plans			8		32			40		\$4,680.00
Opinion of Probable Cost	2		2		6	3		13		\$1,764.00
QA/QC		10			14			24		\$3,140.00
12.2 - Technical Specifications								20		\$2,630.00
12.3 - Photometrics Calculations								33		\$3,825.00
12.4 - Voltage Drop Calculations								20		\$2,270.00
Coordination with SDG&E (meetings, field review, plan review)				6	14			20		\$2,320.00
Voltage Drop Calculations			2	12	10			24		\$2,950.00
Task 13 - Prepare 100% Project Submittal (Mylar)										
Typical Sections			5		5			10		\$49,902.00
Demolition Plan			5		15			20		\$1,275.00
Improvement Plans and Profile			30		50			80		\$2,375.00
Drainage Details			10		20			30		\$9,850.00
Signing and Striping Plans			1	9	18			28		\$3,650.00
Traffic Signal Plans			1	18	26			45		\$3,295.00
Traffic Signal Plans-Seagaze & Cleveland (1 sheet)			1	2	5			8		\$5,345.00
Electrical Plans			1	8	9			18		\$958.00
Erosion Control Plans			4		16			20		\$2,175.00
Construction Phasing/Traffic Control Plans			6	40	20	27		93		\$2,340.00
Opinion of Probable Cost					5	2		7		\$786.00
Technical Specifications					10			10		\$1,100.00
Traffic Signal Timing Plans				2	10			12		\$1,360.00
QA/QC		15			14			29		\$3,940.00
Task 14 - Project Coordination, Meetings, Management										
14.1 - Project Coordination and Administration								140		\$18,260.00
14.2 - Project Meetings (25 meetings)								60		\$6,680.00
								80		\$11,600.00
Task 15 - Bid and Construction Support										
Pre-bid Conference								100		\$13,275.00
Answer RFI's, public outreach, construction observation			5		5			10		\$1,275.00
			60		30			90		\$12,000.00
Task 16 - Record Drawings										
As-builts			5		35			40		\$4,575.00
								40		\$4,575.00
Task 17 - Storm Water Pollution Prevention Plan (SWPPP)										
17.1 - Drafting SWPPP								306		\$41,745.00
17.1a - Weekly Inspections			20		40			60		\$7,300.00
17.1b - Rain Event Inspections			100		0			100		\$14,500.00
17.1c - Quarterly and Annual Reports			100		0			100		\$14,500.00
17.1d - SWPPP Exhibit Updates			5		20			25		\$2,925.00
			6		15			21		\$2,520.00
Sub-Total	17	75	847	497	1308	165	44	2953		\$370,117.00
KHA Expenses										
Total (Rounded to the nearest \$1)										\$383,617.00

Fee Estimate Summary

*City of Oceanside
Mission Avenue - Phase 2 Services
December 30, 2010*

LABOR

<u>Classification</u>		<u>Billing Rate</u>	<u>Total Hours</u>	<u>Cost</u>
Principal	\$	230.00	17	\$ 3,910.00
Professional	\$	160.00	75	\$ 12,000.00
Professional PM	\$	145.00	847	\$ 122,815.00
Professional	\$	130.00	497	\$ 64,610.00
Analyst	\$	110.00	1,308	\$ 143,880.00
Senior Designer	\$	118.00	165	\$ 19,470.00
Support	\$	78.00	44	\$ 3,432.00
			Subtotal	
			2,953	\$ 370,117.00

EXPENSES

		<u>Unit Cost</u>	<u>Quantity</u>	<u>Cost</u>
Reproduction B+W Regular	\$	0.10	500	\$ 50.00
Reproduction Color Regular	\$	3.00	40	\$ 120.00
Reproduction Color Oversized	\$	3.00	20	\$ 60.00
Record of Survey	\$	450.00	1	\$ 450.00
Title Reports	\$	2.00	500	\$ 1,000.00
Travel (miles)	\$	0.500	--	\$ -
Direct Costs		Cost Plus 10%	--	\$ -
Outside Reproduction				\$ -
Courier / Overnight				\$ -
The Lightfoot Planning Group		Cost Plus 0%	\$ 62,512.00	\$ 62,512.00
Ninyo & Moore		Cost Plus 0%	\$ 19,500.00	\$ 19,500.00
KARN Engineering and Surveying		Cost Plus 0%	\$ 19,000.00	\$ 19,000.00
Aztec (Potholing)		Cost Plus 0%	\$ 4,000.00	\$ 4,000.00
SRA (Air Quality)		Cost Plus 0%	\$ 3,360.00	\$ 3,360.00
				\$ -
KHA Expenses				\$ 13,500.00
			Subtotal	\$ 123,552.00

TOTAL (to nearest \$10) \$ 493,670.00

Exhibit "C"

Project							
ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	
1	PHASE I: Development Concepts	373 days	Wed 4/22/09	Fri 9/24/10			
2	Project Kick-Off Meeting	1 day	Wed 4/22/09	Wed 4/22/09			
3	Landscape Kick-Off Meeting	1 day	Fri 4/24/09	Fri 4/24/09			
4	Data Collection (Aerial Current/Site Survey)	20 days	Mon 4/27/09	Fri 5/22/09			
9	Traffic Study Analysis	48 days	Mon 4/27/09	Wed 7/1/09			
18	Meeting with City (Discuss Traffic and Proposed Alternatives)	1 day	Mon 6/29/09	Mon 6/29/09			
19	Revise Traffic Study	3 wks	Tue 6/30/09	Mon 7/20/09			
20	City Review	1 wk	Tue 7/21/09	Mon 7/27/09			
21	Revise Alternatives: Prepare for Public Workshop	1 wk	Tue 7/28/09	Mon 8/3/09			
22	Develop Preliminary Landscape Alternatives	2 wks	Wed 7/8/09	Tue 7/21/09			
23	Environmental Constraints/Stormwater Evaluation-Submitted 7/22/09	1 wk	Tue 8/4/09	Mon 8/16/09			
24	Meeting with City	1 day	Thu 8/13/09	Thu 8/13/09			
25	Team Meeting - Budgeting and Developed Cost Estimates for Alternatives	1 day	Mon 8/31/09	Mon 8/31/09			
26	Team Meeting - Presented Cost Estimates to Team	1 day	Mon 11/9/09	Mon 11/9/09			
27	Team Meeting - Prep for Community Meeting	1 day	Mon 1/4/10	Mon 1/4/10			
28	Community Presentation #1	1 day	Thu 1/7/10	Thu 1/7/10			
30	Bulb out design, drainage, landscape, street and electrical upgrades	42 days	Thu 4/1/10	Fri 5/28/10			
31	Conceptual Design Study	42 days	Thu 4/1/10	Fri 5/28/10			
34	Team Meeting - Landscape Presentation	1 day	Wed 4/7/10	Wed 4/7/10			
35	Meeting with City	1 day	Mon 4/26/10	Mon 4/26/10			
36	Meeting with City (Conference Call)	1 day	Mon 5/3/10	Mon 5/3/10			
37	Community Presentation #2:	1 day	Mon 5/17/10	Mon 5/17/10			
39	Presentation to Bicycle Committee	1 day	Mon 6/21/10	Mon 6/21/10			
40	Presentation to Economic Development Commission	1 day	Tue 7/20/10	Tue 7/20/10			
41	Presentation to the Art's Commission	1 day	Mon 8/2/10	Mon 8/2/10			
42	Presentation to the Redevelopment Advisory Commission	1 day	Wed 8/4/10	Wed 8/4/10			
43	City Council Workshop	1 day	Wed 9/1/10	Wed 9/1/10			
45	KHA and City to outline Phase 2 (Final Design)	3.4 wks	Thu 9/2/10	Fri 9/24/10			
46	PHASE II: Final Design	340 days	Wed 10/6/10	Tue 1/24/12			
47	Council Project Approval	1 day	Wed 10/6/10	Wed 10/6/10			
48	Project Notice-to-Proceed	1 day	Thu 10/7/10	Thu 10/7/10			
49	Finalize Concept	5 days	Fri 10/8/10	Thu 10/14/10			
50	Meeting with City to review final concept	1 day	Tue 10/26/10	Tue 10/26/10			
51	Meeting with NCTD for final circulation plan	1 day	Wed 10/27/10	Wed 10/27/10			
52	Revise concept based on Comments from City and NCTD	4 days	Thu 10/28/10	Tue 11/2/10			
53	Meeting to discuss and show final changes based on comments	1 day	Wed 11/3/10	Wed 11/3/10			
54	Field Survey/Base Mapping/Right-Of-Way Needs Assessment	10 days	Thu 11/4/10	Wed 11/17/10			
55	Obtain R/W and easement information	3 days	Thu 11/4/10	Mon 11/8/10			
56	Conduct survey through corridor (field and office)	10 days	Thu 11/4/10	Wed 11/17/10			
57	Geotechnical Investigation	10 days	Thu 11/4/10	Wed 11/17/10			
58	Conduct Geotechnical Investigation	2 wks	Thu 11/4/10	Wed 11/17/10			
59	Environmental Documentation	82 days	Fri 10/8/10	Mon 1/31/11			
60	Technical Studies	22 days	Fri 10/8/10	Mon 11/8/10			
61	Air Quality and Greenhouse Gas Evaluation	22 days	Fri 10/8/10	Mon 11/8/10			
62	Noise Technical Report	22 days	Fri 10/8/10	Mon 11/8/10			
63	SB 18 Native American Consultation	22 days	Fri 10/8/10	Mon 11/8/10			
64	CEQA Documentation	82 days	Fri 10/8/10	Mon 1/31/11			
65	Initial Study	28 days	Fri 10/8/10	Tue 11/16/10			
66	City Review Coordination	15 days	Wed 11/17/10	Wed 12/7/10			
67	Draft Mitigated Negative Declaration	11 days	Wed 12/8/10	Wed 12/22/10			
68	Public Review and Adoption	28 days	Thu 12/23/10	Mon 1/31/11			
69	General Plan Amendment	28 days	Fri 10/8/10	Tue 11/16/10			
70	Drainage Analysis	15 days	Thu 11/18/10	Wed 12/8/10			
71	Complete analysis and report	3 wks	Thu 11/18/10	Wed 12/8/10			
72	60% Plans, Specifications, and Estimate (PS&E)	83 days	Thu 11/18/10	Mon 3/14/11			
73	Curb Layout	2 days	Thu 11/18/10	Fri 11/19/10			
74	Typical Sections	1 day	Mon 11/22/10	Mon 11/22/10			
75	Demolition Plans	1 wk	Tue 11/23/10	Mon 11/29/10			
76	Improvement Plans	4 wks	Tue 11/30/10	Mon 12/27/10			
77	Landscape Plans	2 wks	Tue 11/30/10	Mon 12/13/10			
78	Drainage Details	5 days	Tue 12/14/10	Mon 12/20/10			
79	Signing and Striping Plans	5 days	Tue 12/28/10	Mon 1/3/11			
80	Traffic Signal Plans	4 wks	Tue 1/4/11	Mon 1/31/11			
81	Electrical Plans	3 wks	Tue 12/14/10	Mon 1/31/11			
82	Construction Phasing Plans	6 wks	Tue 2/1/11	Mon 3/14/11			
83	Construction Cost Estimate	1 day	Tue 12/28/10	Tue 12/28/10			
84	QC/QA	1 wk	Wed 12/29/10	Tue 1/4/11			
85	60% Design Submittal	1 day	Wed 1/5/11	Wed 1/5/11			
86	City Review	3 wks	Thu 1/6/11	Wed 1/26/11			
87	Meeting with City	1 day	Thu 1/27/11	Thu 1/27/11			
88	90% Plans, Specifications, and Estimate (PS&E)	66 days	Fri 1/28/11	Fri 4/29/11			
89	90% Plan Preparation	8 wks	Fri 1/28/11	Thu 3/24/11			
90	Opinion of Construction Cost	1 day	Fri 3/25/11	Fri 3/25/11			
91	Technical Specifications	3 days	Mon 3/28/11	Wed 3/30/11			
92	QC/QA	5 days	Thu 3/31/11	Wed 4/6/11			
93	Submit 90% Design PS&E	1 day	Thu 4/7/11	Thu 4/7/11			
94	City Review	3 wks	Fri 4/8/11	Thu 4/28/11			
95	Meeting with City	1 day	Fri 4/29/11	Fri 4/29/11			
96	Final Plans, Specifications, and Estimate (PS&E)	11 days	Mon 5/2/11	Mon 5/16/11			
97	Address City's (minor) comments	2 wks	Mon 5/2/11	Fri 5/13/11			
98	Submit Final Mylar Plans Specs and Estimate	1 day	Mon 5/16/11	Mon 5/16/11			
99	Bid and Construction Support	21 days	Tue 6/14/11	Tue 7/12/11			
100	Pre-Bid Conference	1 day	Tue 6/14/11	Tue 6/14/11			
101	Bid Process	1 mon	Wed 6/15/11	Wed 7/12/11			
102	Construction	5 mons	Wed 9/7/11	Tue 1/24/12			



DATE: April 8, 2009

TO: Chairman and Members of the Community Development Commission

FROM: Economic and Community Development Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION AND KIMLEY-HORN AND ASSOCIATES INC., IN THE AMOUNT OF \$165,000 FOR A CONCEPTUAL DESIGN FOR THE IMPROVEMENTS TO MISSION AVENUE FROM HORNE STREET TO COAST HIGHWAY**

SYNOPSIS

Staff recommends that the Community Development Commission approve a professional services agreement with Kimley-Horn and Associates Inc., of San Diego, in the amount of \$165,000 for a conceptual design for the improvements to Mission Avenue from Horne Street to Coast Highway, and authorize the City Manager to execute the agreement.

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 Horne 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 approved the issuance of a Request for Proposals from experienced consultants for the conceptual design for the improvements to Mission Avenue from Horne Street to Coast Highway.

ANALYSIS

Staff received nineteen responses and narrowed the selection for interviews to five consultant teams. Staff conducted extensive interviews with the five consultant teams and ultimately selected Kimley-Horn and Associates Inc., based upon their performance during the interviews, their past work experience and their references.

The scope of services for the development of the conceptual design includes but will not be limited to the following:

- Review existing traffic studies and determine whether this segment of Mission could be reduced in the number of lanes.
- Develop an overall vision/plan to improve streetscapes including the potential for bulb-outs, drainage, signage, landscaping, street furnishings, decorative pervious hardscape, public art, historic element, and street and pedestrian lighting.
- Conduct two (2) public workshops for presenting conceptual and final design as well as attending Transportation Commission, Arts Commission and Landscape Committee meetings to solicit ideas and present concept plans.

Upon Commission approval the consultant and staff are prepared to start immediately on preparing for the conceptual design and first community meetings.

FISCAL IMPACT

The Walkable Communities project account (591.848886) has an approximate available balance of \$628,000. After allocating funds for the PSA and other commitments, there will be an approximate available balance of \$381,000, for fiscal year 08/09 and an additional \$1,415,100, has been budgeted for fiscal year 09/10.

CITY ATTORNEY'S ANALYSIS

The professional services agreement has been reviewed by the City Attorney and approved as to form.

COMMISSION OR COMMITTEE REPORT

On March 25, 2009, the Redevelopment Advisory Committee (RAC) reviewed the professional services agreement and their recommendation will be reported at the Community Development Commission meeting.

RECOMMENDATION

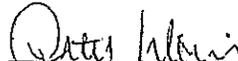
Staff recommends that the Community Development Commission approve a professional services agreement with Kimley-Horn and Associates Inc., of San Diego, in the amount of \$165,000 for a conceptual design for the improvements to Mission Avenue from Horne Street to Coast Highway, and authorize the City Manager to execute the agreement.

PREPARED BY:



Kathy Baker
Redevelopment Manger

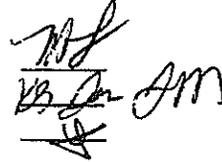
SUBMITTED BY:



Peter A. Weiss
Executive Director

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Jane McVey, Economic and Community Development Director
Teri Ferro, Financial Services Director





DATE: March 28, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development Department

SUBJECT: **APPROVE STAFF RECOMMENDATIONS FOR THE FUTURE EXPENDITURES OF THE REMAINING DOWNTOWN CAPITAL IMPROVEMENT FUNDS**

SYNOPSIS

Staff recommends that the City Council approve the recommendations for the future expenditures of the remaining Downtown Capital Improvement Funds.

BACKGROUND

On March 16, 2011, the City Council approved a Cooperation Agreement between the City and Community Development Commission for the City of Oceanside to construct certain public infrastructure improvements within the Downtown Redevelopment Project Area. The staff report identified several projects that were either under construction, contracted or pending. Below is the current status of these projects:

- 1) Waterfront Restroom Project: Staff currently has a professional services agreement with RRM for \$512,997, to prepare conceptual designs, entitlements and construction drawings for five beach restrooms. In order for this project to move forward, the RRM contract requires an amendment which includes additional design work for the renovation of the bath house restroom in addition to an evaluation of the existing sewer lift station. Once entitlements are issued, the construction drawings would be prepared and then the project could go out to bid. The project's estimated construction cost is \$2.2 million.
- 2) Mission Avenue Improvements: Construction drawings are nearly completed for this project. This project could go out to bid and construction could start as early as fall 2012. Staff will be seeking additional funding for this project through applications to several new grants including Sustainable Communities, Safe Routes to School, HSIP, Livable Communities, Tiger and EECBG. Staff will be pursuing these grants to offset the project's construction costs estimated at \$2.1 million (Phase 1 to Coast Highway).
- 3) Lot 26 new parking structure: Lot 26 is located directly west of the NCTD parking structure on Myers Street between Seagaze Drive and Topeka Streets. A second parking structure located west of the railroad tracks would provide

additional public coastal parking and spur future development. The City has estimated the cost for the 3-level parking structure (approximately 480 new public parking spaces) at \$6-11 million.

- 4) Lot 23 retail/office/parking project: Lot 23 located at Pier View and Cleveland Streets, has been proposed to be developed for an additional 360 public parking spaces for the downtown area. Staff believes that this site would be suitable as a mixed-use office project. An office user could provide much needed daytime population to benefit the downtown restaurants and businesses while providing public parking spaces for nights and weekends. The estimated cost for the parking portion of the project is \$7-8 million.

- 5) Amphitheater/beach improvements: Several years ago the community expressed an interest in improving the beach facilities located at the pier and beach areas. There was a fairly aggressive plan that called for major improvements to the amphitheater and surrounding beach facilities. At that time, staff realized there was inadequate funding for such an ambitious project, therefore, the project was tabled. There may be an opportunity in the future for some minor improvements to the existing beach facilities which would help enhance the overall appearance of the area.

Prior to the State actions affecting Redevelopment Agencies, the City had anticipated issuing bonds for a number of Public Improvement Projects to benefit the downtown area. It is apparent that the Commission will not be able to issue any new bonds using Tax Increment monies; therefore, the City needs to determine which projects are critical for downtown future development and provide the greatest benefits to the area for the least amount of money.

The balance of the "uncommitted" bond funds is approximately \$11 million. With this limited financial resource, the City cannot complete all of the above noted projects. However, staff would recommend moving forward with Phase 1 of the Mission Avenue Improvements in order to enhance the gateway entry into the downtown area and to encourage future development that will likely occur west of Coast Highway.

In addition, staff recommends starting on a preliminary design and entitlements for a mixed-use office development including a public parking structure located on Lot 23. Currently, there are two public parking lots located east of the railroad tracks that Redevelopment has been leasing since 1999. Termination of Redevelopment means that in the near future these parking spaces may no longer be available to the public and that eventually the land will be developed.

FISCAL IMPACT

Not applicable.

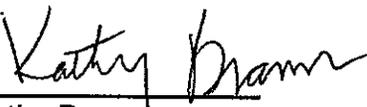
CITY ATTORNEY'S ANALYSIS

Does not apply.

RECOMMENDATION

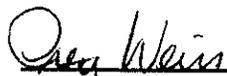
Staff recommends that the City Council approve the recommendations for the future expenditures of the remaining Downtown Capital Improvement Funds.

PREPARED BY:



Kathy Brann
Redevelopment Manager

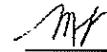
SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager





MEETING AGENDA

March 28, 2012

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
Barbara Riegel Wayne

Treasurer
Gary Ernst

CITY CLERK'S ACTION MINUTES

2:00 P.M. – ROLL CALL – Mayor Wood absent – in Japan visiting Sister Cities

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) AND PUBLIC EMPLOYEE APPOINTMENT, PUBLIC EMPLOYMENT, PERSONNEL EVALUATION AND DISCIPLINE (SECTION 54957(b))**

- A) CONFERENCE WITH LABOR NEGOTIATOR (Section 54957.6) – 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]

No closed session held

- B) PUBLIC EMPLOYEE PERSONNEL EVALUATION (Section 54957(b))
1. City Attorney
 2. City Manager

Item discussed; no reportable action

2. **CONFERENCE WITH REAL ESTATE NEGOTIATOR (SECTION 54956.8)**

- A) Property: 4.86 gross acres at northeast corner of Oceanside Boulevard and Rancho del Oro Drive (portion of APN 162-082-45); Negotiating Parties: City of Oceanside and Olson Real Estate Group, Inc.; Negotiator for the City: Douglas Eddow, Real Estate Manager; Under Negotiations: price and terms for the sale of real property

Item discussed; no reportable action;

- B) Property: Property bounded by Pacific Street, Myers Street, Seagaze Drive, and Civic Center Drive (APN 147-261-01 through 12; 147-076-1,2,3,10,11,12); Negotiating Parties: SD Malkin Properties; Negotiator for the City: Peter Weiss, City Manager, and John Mullen, City Attorney; Under Negotiations: Terms of Disposition Agreement and Lease

Item discussed; no reportable action

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (SECTION 54956.9(a))

The Villages of RDO v. City of Oceanside, Superior Court Case No. 37-2011-00055586-CU-MC-NC

Item discussed; no reportable action;

4:00 P.M. – ROLL CALL – Mayor Wood absent – in Japan visiting Sister Cities

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: City Council: Approval of a ten-year Property Use agreement with Verizon Wireless (VAW), LLC, doing business as Verizon Wireless, for the use of a portion of City-owned real property located at 3471 Cannon Road for telecommunications purposes, with revenue to the City in the amount of \$360,183.21 for the ten-year period plus a one-time payment of \$25,000; approval to appropriate the \$25,000 to the Information Systems operating account; and authorization for the City Manager to execute the agreement

Document No. 12-D0174-1

Approved 3-0, Sanchez – abstained, Wood - absent

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/CDC: **(1)** Adoption of a resolution to dissolve the Redevelopment Advisory Committee, **(2)** adoption of a resolution to create the Downtown Advisory Committee to provide policy and technical consultation and advice to the CDC and staff on issues affecting the Downtown Project Area, and **(3)** approval of the associated bylaws

- A) Report by Kathy Brann, Redevelopment Manager
- B) Discussion
- C) Recommendation – adopt the resolutions and approve the approve staff recommendations

(1) Resolution No. 12-R0175-3

(2) Resolution No. 12-R0176-3 with changes

(3) Document No. 12-D0177-3 with changes

Approved 3-1, Sanchez – no, Wood - absent

7. City Council: Approval of staff recommendations for the future expenditures of the remaining Downtown Capital Improvement Funds

- A) Report by Kathy Brann, Redevelopment Manager
- B) Discussion
- C) Recommendation – approve staff recommendations

Staff recommendations for Mission Avenue improvements and Lot 23 parking project, and with any other funding to be applied to waterfront restrooms

Approved 3-1, Sanchez – no, Wood - absent

8. City Council: Approval of Amendment 2 to the Statement of Understanding and Utilities Contract between the City of Oceanside and Camp Pendleton for interim capacity in the City of Oceanside’s Ocean Outfall, extending the term of the SOU from October 31, 2011, to October 31, 2013; and authorization for the City Manager to execute the amendment

- A) Introduction by Cari Dale, Water Utilities Director
- B) Presentation by Colonel Storey, Assistant Chief of Staff of Facilities at Camp Pendleton
- C) Discussion
- D) Recommendation – approve the amendment and authorize the City Manager to execute the amendment

Document No. 12-D0178-1

Approved 4-0, Wood - absent

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]

Absent

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

Commented on items

11. Councilmember Gary Felien
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

Commented on items