



DATE: June 24, 2015

TO: Chairperson and Members of the Community Development Commission

FROM: Development Services Department

SUBJECT: **ADOPTION OF A RESOLUTION APPROVING A REGULAR COASTAL PERMIT (RRP15-00001) TO ALLOW PUBLIC RIGHT-OF-WAY AND REVETMENT IMPROVEMENTS ASSOCIATED WITH THE 700 SOUTH THE STRAND PROJECT – IMPROVEMENTS AT SOUTH THE STRAND – APPLICANT: THE CITY OF OCEANSIDE**

SYNOPSIS

Staff recommends that the Community Development Commission adopt a resolution approving Regular Coastal Permit (RRP15-00001) to allow public right-of-way and revetment improvements associated with the 700 South The Strand project.

BACKGROUND

The project site is located in the public right-of-way within the 700 block of South The Strand, from Wisconsin Street to approximately 400 feet north within the appealable area of the Local Coastal Zone. The project also includes maintenance of the stone rip-rap sea revetment located seaward of this segment of South The Strand.

On March 5, 2014, the Community Development Commission adopted a resolution (14-R0110-3) approving Tentative Map (RT13-00002), Development Plan with Variation (RD13-00003), and Regular Coastal Permit (RRP13-00004) for the construction of a 17-unit residential condominium development located at 620-712 South The Strand. Conditions No. 34 through 36 of the approved resolution (14-R0110-3) required the owner, 700 South Strand LLC to obtain a cost sharing agreement with the City of Oceanside and obtain a Regular Coastal Permit for offsite improvements within a segment of South The Strand right-of-way (from 700 South The Strand frontage to Wisconsin Street).

Land Use and Zoning: The subject site is located within Townsite Neighborhood area along the public right-of-way known as South The Strand. It is located within Subdistrict D4A of the "D" Downtown District. Subdistrict D4A is primarily intended to provide opportunities for transient and residential uses. The project proposes improvements to a public right-of-way and the revetment, which is permitted within the district with the approval of a coastal permit.

Project Description: The project application is comprised of one component of a Regular Coastal Permit as follows:

Regular Coastal Permit RRP15-00001 represents a request for the following:

A request to widen portions of South The Strand from the 700 block to Wisconsin Avenue. The project would allow the widening and repaving of South The Strand to a width of 27.5 feet, consistent with the width of the remainder of The Strand to the north. This would effectively restore the street conditions that existed prior to the 1980 storm damage. The attached photo shows the existing damaged portion of the Strand.

Widening of South The Strand would also require some reconfiguration of the stone revetment due to ongoing storm damage and erosion. The existing stone revetment currently encroaches into the existing roadway approximately 280 feet of the 402-foot segment, and thus reducing the area available to pedestrians and bicyclists. Work on the revetment is intended to be limited to a 10 foot wide strip seaward of the edge of the roadway. This work can be accomplished without a seaward extension of the revetment and without having to place heavy equipment on the beach.

On the City's behalf, The Taylor Group, civil engineers, has prepared preliminary improvement plans for the road improvements and revetment modifications consistent with the Conditions of Approval (14-R0110-3).

Design of the revetment improvements is intended to minimize the amount of work to be performed on the revetment and to provide a level of protection to the street and adjacent development that is consistent with or better than that provided by the existing revetment.

ANALYSIS

This project is not "new development" and is essentially a maintenance and repair project. This project will restore the width of The Strand to its pre-damaged condition and improve the safety for motorists, pedestrians and bicyclists.

Staff concludes that this project is consistent with all applicable Local Coastal Program provisions for maintenance and repair of the revetment and the public right-of-way.

Environmental Determination: Planning Division staff has completed a preliminary review of this project in accordance with the City of Oceanside's Environmental Review Guidelines and the California Environmental Quality Act (CEQA), 1970. Staff has determined that on the basis of the entire record that this project will not have a significant impact on the environment and has determined that it is categorically exempt from the requirements of the California Environmental Quality Act per section 15301(c) of the CEQA Guidelines pertaining to maintenance of existing facilities. In the event the project is ultimately approved, the applicant will be issued a Notice of Exemption (NOE) for

posting with the San Diego County Clerk-Recorder.

FISCAL IMPACT

The Developer (700 South Strand LLC) is subject to the reimbursement agreement as attached. (See Exhibit 3)

COMMISSION OR COMMITTEE REPORTS

On March 4, 2015, the Downtown Advisory Committee (DAC) reviewed this project and voted unanimously to recommend that the Community Development Commission approve the project.

CITY ATTORNEY'S ANALYSIS

Pursuant to Oceanside Downtown Zoning Ordinance Article 12, and the City of Oceanside Local Coastal Program Land Use Plan, the Community Development Commission is authorized to hold a public hearing and consider the evidence presented at the public hearing. After conducting the public hearing, the Commission shall approve, conditionally approve, or deny the project. The resolution has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION

Staff recommends that the Community Development Commission adopt a resolution approving Regular Coastal Permit (RRP15-00001) to allow public right-of-way and revetment improvements associated with the 700 South The Strand project.

PREPARED BY:



Scott Nightingale
Associate Planner

SUBMITTED BY:



Michelle Skaggs Lawrence
Interim Executive Director

REVIEWED BY:

Peter Weiss, Assistant City Manager
Rick Brown, Interim Development Services Director
Jeff Hunt, Interim City Planner



EXHIBITS/ATTACHMENTS

1. Resolution
2. Site Plan / Building Elevations / Photos
3. Reimbursement Agreement
4. DAC Staff Report dated March 4, 2015
5. Other Attachments (Application page, Notice of Exemption)

RESOLUTION NO.

A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF OCEANSIDE APPROVING A REGULAR COASTAL PERMIT TO ALLOW A PUBLIC RIGHT-OF-WAY AND REVETMENT IMPROVEMENTS ASSOCIATED WITH THE 700 SOUTH THE STRAND PROJECT- APPLICANT: THE CITY OF OCEANSIDE

WHEREAS, on June 24, 2015, the Community Development Commission held its duly noticed public hearing, considered an application for a Regular Coastal Permit (RRP15-00001) for public right-of-way and revetment improvements associated with the 700 South The Strand project;

WHEREAS, the Downtown Advisory Committee of the City of Oceanside did, on March 4, 2015, review and recommend approval of Regular Coastal Permit (RRP15-00001);

WHEREAS, a Categorical Exemption was prepared by the City of Oceanside for this application pursuant to the California Environmental Quality Act of 1970 and the State Guidelines implementing the Act. The project is considered maintenance of existing facilities pursuant to Title 14, Section 15301 and will not have a significant effect on the environment;

WHEREAS, pursuant to Oceanside Zoning Ordinance §4603, this resolution becomes effective upon its adoption.

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

FINDINGS:

For the Regular Coastal Permit:

1. The granting of the Regular Coastal Permit is consistent with the purposes of the California Coastal Act of 1976. The proposed right-of-way and revetment improvements associated with 700 South The Strand project is a repair and maintenance activity of a public right-of-way and reconstruction of an existing shoreline protection structure. The improvements would not result in an addition to or enlargement of the allowable right-of-way, therefore the project is consistent with the Local Coastal Program.

2. The proposed project will not obstruct any existing or planned public beach access; therefore, the project is in conformance with the policies of Chapter 3 of the Coastal

1 Act. The project does not impede public access to the beach and the access to the south from
2 Wisconsin Street would remain open during construction.

3 SECTION 1. That Regular Coastal Permit (RRP15-00001) is hereby approved subject
4 to the following conditions:

5 **Building:**

6 1. Applicable Building Codes and Ordinances shall be based on the date of
7 submittal for Building Division plan check (Currently the 2013 California Building Code and
8 2013 California Electrical Code).

9 2. The developer shall monitor, supervise and control all building construction and
10 supportive activities so as to prevent these activities from causing a public nuisance, including, but
11 not limited to, strict adherence to the following:

12 a) Building construction work hours shall be limited to between 7 a.m. and
13 6 p.m. Monday through Friday, and on Saturday from 7 a.m. to 6 p.m. for work that is not
14 inherently noise-producing. Examples of work not permitted on Saturday are concrete and
15 grout pours, roof nailing and activities of similar noise-producing nature. No work shall be
16 permitted on Sundays and Federal Holidays (New Year's Day, Memorial Day, July 4th, Labor
17 Day, Thanksgiving Day, and Christmas Day) except as allowed for emergency work under the
18 provisions of the Oceanside City Code Chapter 38. (Noise Ordinance)

19 b) The construction site shall be kept reasonably free of construction debris
20 as specified in Section 13.17 of the Oceanside City Code. Storage of debris in approved solid
21 waste containers shall be considered compliance with this requirement. Small amounts of
22 construction debris may be stored on-site in a neat, safe manner for short periods of time
23 pending disposal.

24 **Engineering:**

25 3. A traffic control plan shall be prepared according to the City traffic control
26 guidelines and approved to the satisfaction of the City Engineer prior to the start of work within
27 the public right-of-way (The Strand). Traffic control during construction of streets that have
28 been opened to public traffic shall be in accordance with construction signing, marking and
other protection as required by the Caltrans Traffic Manual and City Traffic Control Guidelines.
Traffic control plans shall be in effect from 8:00 a.m. to 3:30 p.m. unless approved otherwise.

1 4. The City shall require that the Developer of the "700 South The Strand" project
2 shall design and construct public street and revetment improvements from the northern limit of the
3 "700 South The Strand" project frontage south to the northern limit of the Wisconsin Avenue right-
4 of-way to satisfaction of the City Engineer. The project shall consist of removing and rebuilding
5 portions of the existing rock revetment that currently encroaches into the 27.5-foot width of the rest
6 of The Strand so that its entire length is of a uniform width to accommodate vehicles, bicyclists and
7 pedestrians.

8 5. The City shall require that Developer be responsible for preparing plans and
9 technical reports for the off-site improvements to The Strand and the shoreline protective structures
10 along seaward side of The Strand to the satisfaction of the City Engineer.

11 6. The City shall have discretion to waive the six month construction commencement
12 deadline on the South The Strand roadway if construction during the summer months (Memorial
13 Day through Labor Day) is restricted.

14 7. The City shall enter into a cost-sharing agreement with the Developer of the "700
15 South The Strand" project for the design and construction of public improvements to The Strand
16 and the shoreline protective structures along the seaward side of The Strand. The cost sharing
17 agreement shall be subject to approval of the City Council, and shall be executed by the
18 Developer to the satisfaction of the City Engineer. The City shall require that the Developer
19 complete construction of the public improvements along the frontage of the "700 South The
20 Strand" project within 6 months following approval of the coastal permit for the public
21 improvements. At the discretion of the City of Oceanside and subject to the provisions of the
22 cost sharing agreement, the City shall require that the Developer shall also construct the public
23 improvements south of the "700 South The Strand" project frontage within 6 months following
24 approval of the coastal permit for such improvements. The City shall have discretion to waive
25 the six month construction commencement deadline on the South The Strand roadway if that
26 deadline requires construction during the summer months (Memorial Day through Labor Day).

27 8. No construction activities on South The Strand which require equipment on the
28 roadway shall be allowed during the summer months (Memorial Day through Labor Day) to the
satisfaction of the City Engineer.

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1 9. The project will be subject to prevailing wage requirements as specified by
2 Labor Code section 1720(b) (4). The City shall require that the Developer of the “700 South
3 The Strand” project shall agree to execute a form acknowledging the prevailing wage
4 requirements.

5 **Planning:**

6 10. This Regular Coastal Permit (RRP15-00001) shall expire on June 24, 2017,
7 unless implemented as required by the Zoning Ordinance.

8 11. This Regular Coastal Permit approves only the public right-of-way and
9 revetment improvements associated with the 700 South The Strand project, and from Wisconsin
10 Street to approximately 400 feet north, as shown on the plans and exhibits presented to the
11 Community Development Commission for review and approval. No deviation from these
12 approved plans and exhibits shall occur without City Planner approval. Substantial deviations
13 shall require a revision to the Regular Coastal Permit or a Regular Coastal Permit.

14 12. The applicant, permittee or any successor-in-interest shall defend, indemnify and
15 hold harmless the City of Oceanside, its agents, officers or employees from any claim, action or
16 proceeding against the City, its agents, officers, or employees to attack, set aside, void or annul
17 an approval of the City, concerning the Regular Coastal Permit (RRP15-00001). The City will
18 promptly notify the applicant of any such claim, action or proceeding against the City and will
19 cooperate fully in the defense. If the City fails to promptly notify the applicant of any such
20 claim action or proceeding or fails to cooperate fully in the defense, the applicant shall not,
21 thereafter, be responsible to defend, indemnify or hold harmless the City.

22 13. Failure to meet any conditions of approval for this development shall constitute a
23 violation of the Regular Coastal Permit (RRP15-00001).

24 14. Unless expressly waived, all current zoning standards and City ordinances and
25 policies in effect at the time building permits are issued are required to be met by this project.
26 The approval of this project constitutes the applicant's agreement with all statements in the
27 Description and Justification, and other materials and information submitted with this
28 application, unless specifically waived by an adopted condition of approval.

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1 **Water Utilities:**

2 15. All Water and Wastewater construction shall conform to the most recent edition of
3 the Water, Sewer, and Reclaimed Water Design and Construction Manual or as approved by the
4 Water Utilities Director.

5 16. No trees, structures or building overhang shall be located within any water or
6 wastewater utility easement.

7 PASSED AND ADOPTED by the Oceanside Community Development Commission of
8 the City of Oceanside this _____ day of _____ 2015 by the following
9 vote:

10 AYES:

11 NAYS:

12 ABSENT:

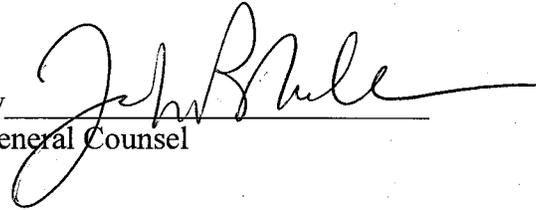
13 ABSTAIN:

14 _____
Chairman

15 ATTEST:

16 _____
17 Secretary

18
19 APPROVED AS TO FORM:
20 OFFICE OF THE CITY ATTORNEY

21
22 by 
23 General Counsel

LEGEND

-  EXIST. TOPOGRAPHIC CONTOURS
-  EXIST. SPOT ELEV.
-  EXIST. ASPHALT CONCRETE SURFACE
-  EXIST. PORTLAND CEMENT CONCRETE SURFACE
-  BARE SOIL SURFACE
-  EXIST. 12" PALM TREE
-  EXIST. STREET LIGHT
-  EXIST. SEWER MANHOLE
-  EXIST. SEWER LINE
-  EXIST. SEWER LATERAL
-  DIRECTION OF SURFACE DRAINAGE
-  STONE REVETMENT

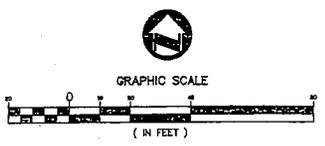
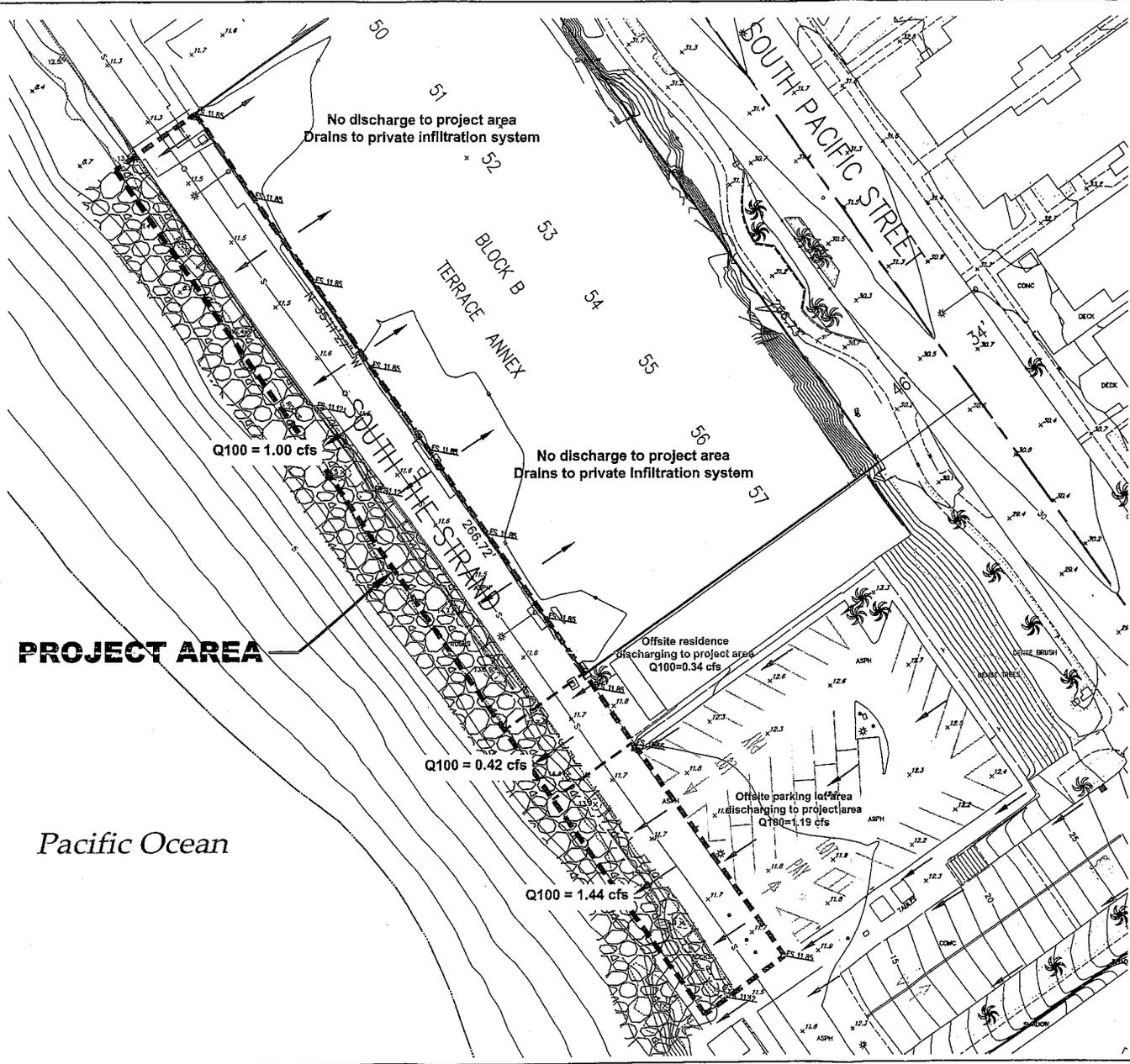


FIGURE 5. EXISTING CONDITIONS SITE PLAN AND DRAINAGE PATTERNS

Project Name:	South The Strand Street Improvements		
Project Number:	13.00658		
Client Name:	700 South Strand, LLC		
Drawn by:	LRT	Date:	December 2014
Checked by:	LRT	Date:	December 2014

Existing Conditions South The Strand and Revetment



CITY OF OCEANSIDE
REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, dated as of June ____, 2015, for identification purposes, is made and entered into by and between the City of Oceanside, a municipal corporation, hereinafter designated as "City" and 700 South Strand LLC, a California limited liability company, hereinafter designated as "Developer".

WHEREAS Developer has engaged, and the City has approved Taylor Engineering ("Taylor") for the purpose of designing and producing construction plans for certain road improvements along Developer's frontage at 620-712 South The Strand, and also south of the project boundary to Wisconsin Street pursuant to the condition of approval of Development Plan RD13-00003; ("Design"); and

WHEREAS Taylor has completed the Design and the Oceanside Community Development Commission or the California Coastal Commission has issued a Coastal Development Permit for the Design; and

WHEREAS, the Developer is obligated to complete construction of the Design along its property's frontage at 620-712 South The Strand, and also south of the project boundary to Wisconsin Street pursuant to the conditions of approval of Development Plan No. RD13-00003; and

WHEREAS, the City agrees to fund construction of 135 feet of South The Strand between the Developer's condominium project and Wisconsin Street at an estimated cost per the attached Taylor estimate attached herein as Exhibit A; and

WHEREAS, the Developer-funded and the City-funded portions of the Design both consist of removing and rebuilding the existing rock revetment that currently encroaches into the 27.5 foot width of the rest of The Strand so that its entire length is of uniform width to accommodate vehicles, bicyclists, and pedestrians.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Developer shall cause to be completed the road improvements on South The Strand that will satisfy the requirements of Development Plan No. RD13-00003.

2. **BIDS.** The Developer shall advertise and solicit bids from licensed contractors to construct road improvements along the 620-712 South The Strand frontage, and the portion of South The Strand extending south to Wisconsin Street as a single construction project. The Developer shall provide all bids received to the City for review. The City and the Developer shall mutually agree on which bid offers the best value in terms of price and qualifications, and neither party shall unreasonably withhold approval of an acceptably-qualified contractor.

CITY OF OCEANSIDE
REIMBURSEMENT AGREEMENT

3. AWARD. The Developer shall be the party in contract with the selected contractor. Prior to the Developer's execution of a contract with a contractor, the City by written notification to the Developer, shall advise the Developer that the form and content of the contract is acceptable to the City. If acceptable, the City will then instruct to either: 1. Proceed with both the Developer-funded and City-funded portions of the work; – or 2. Proceed without the City's participation and only construct the Developer-funded portion of the work. The City will give said notification to the Developer within 10 calendar days of Developer's submittal to the City of the proposed contract.

4. REIMBURSEMENT AND COST SHARING. The City shall reimburse the Developer according to the actual contract prices for the road improvements and design costs which are south of the Developer's condominium project and estimated as per Exhibit A. Neither the City nor the Developer will charge administrative, overhead, management or similar costs to the other party. The City shall not charge the Developer or its contractor permit or inspection fees for the road construction work. The Developer shall remain responsible for paying all City fees related to the condominium project itself, including water and sewer connection and inspection fees.

5. CHANGE ORDERS. Any construction change order subject to reimbursement by the City shall be reviewed and approved by the City Engineer in his or her reasonable discretion.

6. PAYMENT PROCESSING. Developer shall submit a monthly request to the City for payment of the unit quantities of work completed on the City's portion of the project. Work performed which is not in accordance with the approved construction drawings shall not be reimbursed until the Developer has requested of the contractor and the contractor has replaced, reconstructed, or corrected any deficiencies in the work to the satisfaction of the City. City shall pay the Developer within 21 calendar days from submittal of the contractor's billing for satisfactory work completed by ACH payment to the Developer's bank or check mailed to the Developer's address at 888 Prospect Street, Suite 330, La Jolla, CA 92037.

7. PREVAILING WAGES. Both the Developer's portion and the City's portion of the work shall be subject to Prevailing Wages as specified by the current General Prevailing Wage Determination for each job classification made by the California Director of Industrial Relations in effect on the date that the Developer executes the construction contract. The Developer shall provide the City copies of the contractor's certified payroll to demonstrate that the appropriate Prevailing Wages are paid for each worker. Certified Payrolls shall be provided with each monthly contractor billing request. The City will not pay the Developer for work completed without Certified Payroll for the corresponding time period, and this includes work to be paid by the Developer.

**CITY OF OCEANSIDE
REIMBURSEMENT AGREEMENT**

8. **RETAINAGE.** The City shall retain ten percent (10%) of the total monthly progress payment otherwise owed to the Developer for work completed on the City's portion of the project until either of the following events occur: 1. When the both the Developer's and City's portion of improvements to South The Strand have been completed, accepted by the City, and unconditional releases provided from all material providers, rental equipment providers, and subcontractors. 2. The Developer has filed a Notice of Completion with the County Recorder of the County of San Diego and 35 days have passed.

9. **CONTRACTOR DISPUTES.** The City shall withhold 125% of the amount of any Stop Notice filed by the contractor, any subcontractor, or any material or equipment supplier for any work allegedly completed, but not paid for by the Developer. The City shall have no obligation to resolve any payment disputes between the Developer and its contractor, subcontractors, or suppliers. It shall be the Developer's responsibility to obtain a Release of Stop Notice or a judicial decision to remove the Stop Notice.

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between City and Developer concerning reimbursement for the road improvement work along South The Strand required as a condition of the City's approval of Development Plan No. RD13-00003, and supersedes all prior negotiations, representations, or agreements regarding said subject.

11. **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.

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.

12. **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.

13. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**CITY OF OCEANSIDE
REIMBURSEMENT AGREEMENT**

14. **APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any lawsuit or other proceeding under this Agreement shall be filed in and prosecuted in San Diego County, California.

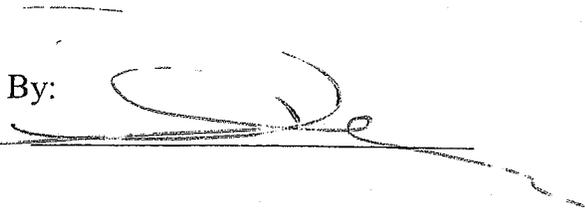
15. **FURTHER DOCUMENTS.** The parties agree to promptly execute, acknowledge, and deliver such other documents and/or accomplish such other acts as may be reasonably necessary in order to accomplish the purposes, objectives, and terms of the Agreement.

16. **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 Developer 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 Reimbursement Agreement to be executed by setting hereunto their signatures on the dates set forth below.

700 SOUTH STRAND, LLC*
By McKellar McGowan, LLC*
Managing Member

CITY OF OCEANSIDE

By: 

By: _____

City Engineer

Name: CHRIS MCKELLAR

Title: CHAIRMAN OF THE BOARD
AND C.E.O.

By: 

APPROVED AS TO FORM: _____

Name: JEFF E. JOHNSON

City Attorney

Title: Executive Vice President
and Secretary

NOTARY ACKNOWLEDGMENTS OF DEVELOPER MUST BE ATTACHED.

* a California limited liability company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

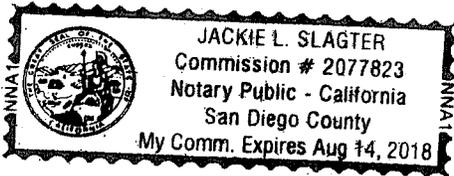
On May 4, 2015 before me, Jackie L. Slagter, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chris McKellar
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.

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 Jackie L. Slagter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document City of Oceanside
Title or Type of Document: Reimbursement Agreement Document Date: _____
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

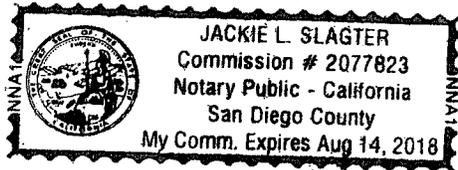
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On May 4, 2015 before me, Jackie L. Slagter, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jeff E. Johnson
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.

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 Jackie L. Slagter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document City of Oceanside
Title or Type of Document: Reimbursement Agreement Document Date: _____
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

PRELIMINARY COST ESTIMATE
STREET & REVETMENT IMPROVEMENT IN 600-700 BLOCKS OF SOUTH THE STRAND

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
IMPROVEMENTS ON PROJECT FRONTAGE				
<i>EARTHWORK</i>				
EXCAVATE AND EXPORT	50	CY	\$30.00	\$1,500.00
EXCAVATE AND FILL	20	CY	\$24.00	\$480.00
IMPORT AND FILL (SELECT ROCK FILL WITH FILTER FABRIC)	72	CY	\$35.00	\$2,520.00
<i>STREET IMPROVEMENTS</i>				
AC PAVING (4" SURFACE)	5400	SF	\$2.00	\$10,800.00
CLASS II AGGREGATE BASE PAVING (6" SURFACE)	7425	SF	\$1.25	\$9,281.25
PCC PAVING ON LANDWARD SIDE OF STREET (7.5' WIDE x 5" THICK - SCORED)	2002	SF	\$7.50	\$15,015.00
PAVING SUBGRADE PREPARATION	7425	SF	\$1.00	\$7,425.00
AC PAVEMENT REMOVAL	6550	SF	\$2.25	\$14,737.50
GRIND & OVERLAY	82.5	SF	\$2.50	\$206.25
SAW CUT EXISTING (AC/PCC)	28	LF	\$4.00	\$112.00
STREET STRIPING	270	LF	\$0.75	\$202.50
<i>REVETMENT IMPROVEMENTS</i>				
30" HIGH CAST CONCRETE WALL W/ FOOTING (CASE 1)	0	SF	\$70.00	\$0.00
18" HIGH CAST CONCRETE WALL W/ FOOTING (CASE 2)	0	SF	\$60.00	\$0.00
DEMO UPPER 18" OF EXISTING CONC. SEAWALL (CASE 3)	115	LF	\$9.00	\$1,035.00
TYPE G-2 CURB & GUTTER (CASE 3)	115	LF	\$20.00	\$2,300.00
CURB (TOP OF WALL) REMOVAL (CASE 4 & 5)	120	LF	\$4.00	\$480.00
6" CURB ON EXISTING WALL (CASE 4 & 5)	154	LF	\$7.50	\$1,155.00
RELOCATE RIP RAP (2.0 TON)	240	CY	\$90.00	\$21,600.00
RELOCATE RIP RAP (4.0 TON)	160	CY	\$100.00	\$16,000.00
<i>TRAFFIC CONTROL</i>				
ESTIMATED TRAFFIC CONTROL	10	DAY	\$700.00	\$7,000.00
SUBTOTAL IMPROVEMENTS ON FRONTAGE:				\$111,849.50
Contingencies - 20%:				\$22,369.90
TOTAL COST ESTIMATE FOR IMPROVEMENTS ON 700 SOUTH STRAND FRONTAGE:				\$134,219.40

PRELIMINARY COST ESTIMATE
STREET & REVETMENT IMPROVEMENT IN 600-700 BLOCKS OF SOUTH THE STRAND

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
IMPROVEMENTS ON SOUTH OF PROJECT FRONTAGE				
<u>EARTHWORK</u>				
EXCAVATE AND EXPORT	25	CY	\$30.00	\$750.00
EXCAVATE AND FILL	15	CY	\$24.00	\$360.00
IMPORT AND FILL (SELECT ROCK FILL WITH FILTER FABRIC)	80	CY	\$35.00	\$2,800.00
<u>STREET IMPROVEMENTS</u>				
AC PAVING (4" SURFACE)	2700	SF	\$2.00	\$5,400.00
CLASS II AGGREGATE BASE PAVING (6" SURFACE)	3715	SF	\$1.25	\$4,643.75
PCC PAVING ON LANDWARD SIDE OF STREET (7.5' WIDE x 5")	1125	SF	\$7.50	\$8,437.50
PAVING SUBGRADE PREPARATION	3715	SF	\$1.00	\$3,715.00
AC PAVEMENT REMOVAL	2865	SF	\$2.25	\$6,446.25
GRIND & OVERLAY	180	SF	\$2.50	\$450.00
SAW CUT EXISTING (AC/PCC)	78	LF	\$4.00	\$312.00
STREET STRIPING	150	LF	\$0.75	\$112.50
<u>REVETMENT IMPROVEMENTS</u>				
30" HIGH CAST CONCRETE WALL W/ FOOTING (CASE 1)	125	SF	\$70.00	\$8,750.00
18" HIGH CAST CONCRETE WALL W/ FOOTING (CASE 2)	75	SF	\$60.00	\$4,500.00
DEMO UPPER 18" OF EXISTING CONC. SEAWALL (CASE 3)	35	LF	\$9.00	\$315.00
TYPE G-2 CURB & GUTTER (CASE 3)	35	LF	\$20.00	\$700.00
CURB (TOP OF WALL) REMOVAL (CASE 4 & 5)	0	LF	\$4.00	\$0.00
6" CURB ON EXISTING WALL (CASE 4 & 5)	0	LF	\$7.50	\$0.00
DEMO REVETMENT AREA WITH CONCRETE	50	CY	\$100.00	\$5,000.00
HAULING & DISPOSAL OF DEMO MATERIAL	25	CY	\$50.00	\$1,250.00
RELOCATE RIP RAP (2.0 TON)	180	CY	\$90.00	\$16,200.00
RELOCATE RIP RAP (4.0 TON)	120	CY	\$100.00	\$12,000.00
<u>TRAFFIC CONTROL</u>				
ESTIMATED TRAFFIC CONTROL	10	DAY	\$700.00	\$7,000.00
SUBTOTAL:				\$89,142.00
Contingencies - 20%:				\$17,828.40
TOTAL COST ESTIMATE FOR IMPROVEMENTS NOT ON 700 SOUTH STRAND FRONTAGE:				\$106,970.40

PRELIMINARY COST ESTIMATE
STREET & REVETMENT IMPROVEMENT IN 600-700 BLOCKS OF SOUTH THE STRAND

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
AGGRGATE OF IMPROVEMENT COST ESTIMATE:				\$241,189.80
PERCENT ON 700 SOUTH STRAND PROJECT FRONTAGE:				55.6%
PERCENT NOT ON 700 SOUTH STRAND PROJECT FRONTAGE:				44.4%

ENGINEERING FEES

ENGINEERING DESIGN FEES - DISCRETIONARY PERMIT	1	EST	\$20,000.00	\$20,000.00
ENGINEERING DESIGN FEES - FINAL DESIGN	1	EST	\$15,000.00	\$15,000.00
CONSTRUCTION PHASE (SURVEY/COMET)	1	EST	\$12,500.00	\$12,500.00

ESTIMATED TOTAL: \$47,500.00

Contingencies - 15%: \$7,125.00

TOTAL ENGINEERING COST ESTIMATE: \$54,625.00

GRAND TOTAL: \$295,814.80

ESTIMATED COST FOR DEVELOPER:	\$161,531.90	54.6%	
ESTIMATED COST FOR CITY:	<u>\$134,282.90</u>	<u>45.4%</u>	
GRAND TOTAL:	\$295,814.80	100.0%	

4A

City of Oceanside

Development Services Department

Memorandum

DATE: March 4, 2015

TO: Development Advisory Committee

FROM: Development Services Department-Planning Division

SUBJECT: Consideration of a Redevelopment Regular Coastal Permit (RRP15-00001) to allow a public right-of-way and revetment improvements associated with the 700 South The Strand Project in the "D" (Downtown) District Sub district (4A) – Improvements at South the Strand

RECOMMENDATION

Staff recommends that the Development Advisory Committee review and comment on the proposed project and forward the project to the Community Development Commission for final action.

PROJECT DESCRIPTION AND BACKGROUND

This improvement project is located on the public right-of-way within the 700 block of South The Strand, from Wisconsin Street to approximately 400 feet north. The project site also includes the stone rip-rap sea revetment located seaward of this segment of South The Strand.

The application is for public right-of-way and revetment improvements associated with the 700 South Strand project. The applicant is the City of Oceanside working together with the developers of the 700 South The Strand condominium project. The 700 South Strand project consists of a 17-unit residential condominium project that was approved by the Community Development Commission on March 5, 2014. The DAC reviewed and recommended approval of that project at their October 23, 2013 meeting. The project Conditions of Approval required that a separate coastal permit application be submitted for offsite improvements in the South The Strand right-of-way along the 700 South Strand project frontage (267 linear feet) and extending southward to the Wisconsin Avenue right-of-way (135 feet). On the City's behalf, The Taylor Group, civil engineers, has prepared preliminary improvement plans for the road improvements and revetment modifications consistent with the Conditions of Approval. The project proposes to widen and repave South The Strand to a width of 27.5 feet, generally

consistent with the width of the remainder of The Strand to the north. This would effectively restore the street conditions that existed prior to the 1980 storm damage. The attached photo shows the existing damaged portion of The Strand.

Widening of South The Strand would also require some reconfiguration of the stone revetment due to ongoing storm damage and erosion. The existing stone revetment currently encroaches into the existing roadway along 280 feet of the 400 foot length of the project area, and thus reducing the area available to pedestrians and bicyclists.

In general, stone that is now within the existing roadway will be relocated back onto the revetment to fill existing gaps and low points on the landward portion of the revetment. Stone that is currently grouted will be removed and replaced with ungrouted stone. Work on the revetment is intended to be limited to a roughly 10 foot wide strip seaward of the edge of the roadway. This work can be accomplished without a seaward extension of the revetment and without having to place heavy equipment on the beach.

Design of the revetment improvements is intended to minimize the amount of work to be performed on the revetment and to provide a level of protection to the street and adjacent development that is consistent with or better than that provided by the existing revetment. The revetment improvements cannot be performed in a way that is fully consistent with the standard established by Section 19.B.18 of the City's seawall ordinance and City of Oceanside's design standards without extending the toe of the revetment significantly seaward of its current location. This concept of not extending the revetment further seaward has been discussed with and agreed upon by California Coastal Commission staff

ANALYSIS

Staff believes that this project presents a good opportunity and is a win-win for the City and the project developer. This is based on the fact that the improvements required for the 700 South The Strand development can be combined with the City's desire to restore the constrained width of the roadway and to improve the revetment. The costs of the project will be shared on a pro-rata basis between the City and the developer of 700 South The Strand. This project is not "new development" and is essentially a maintenance and repair project. This project will restore the width of The Strand to its pre-damaged condition and improve the safety for motorists, pedestrians and bicyclists.

Staff believes that this project is an appropriate improvement for this area. This project will help contribute to the City's economic development by providing improved infrastructure along The Strand and improving the aesthetics of the area. Staff believes that this project is consistent with all applicable Local Coastal Program provisions

Zoning Compliance

The proposed project is subject to the provisions of the Downtown Zoning Ordinance Article 12, Downtown District. The existing Strand is in compliance with the development

standards and no structures are proposed with the subject revetment and public right-of-way improvements. The development shall meet all of the development regulations of the underlying Downtown (D4A) district per the Downtown Zoning Ordinance in effect in the Coastal Zone. Such projects are reviewed for compatibility with existing and surrounding development, as well as applicable public beach access regulations. The purpose of the (D4A) district is to provide opportunities for tourist and year-round visitor-serving facilities, including permanent, transient residential, and single family residential within the City's Coastal Zone.

3. Local Coastal Program Compliance

The proposed project is within the appeal jurisdiction of the Local Coastal Program (LCP) and complies with all provisions of this program. The proposed improvements shall meet the provisions within the Downtown (D4A) district and the Local Coastal Program.

ENVIRONMENTAL DETERMINATION

Staff has determined that on the basis of the entire record that this project will not have a significant impact on the environment and has determined that it is categorically exempt from the requirements of the California Environmental Quality Act per section 15061 of the CEQA Guidelines pertaining to maintenance of existing facilities. In the event the project is ultimately approved, the applicant will be issued a Notice of Exemption (NOE) for posting with the San Diego County Clerk-Recorder.

PUBLIC NOTIFICATION

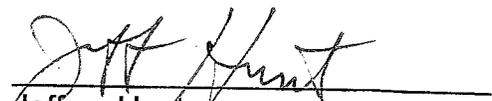
Public notification of the Development Advisory Committee meeting has been provided consistent with State law and local requirements through the posting of the meeting agenda.

PREPARED BY:



Scott Nightingale
Associate Planner

SUBMITTED BY:



Jeffrey Hunt
Interim City Planner

Attachments:

1. Photo of the Strand



Application for Discretionary Permit

Development Services Department / Planning Division
 (760) 435-3520
 Oceanside Civic Center 300 North Coast Highway
 Oceanside, California 92054-2885

STAFF USE ONLY

ACCEPTED	BY
1/22/15	TH JH SN.

Please Print or Type All Information

HEARING

PART I – APPLICANT INFORMATION

1. APPLICANT City of Oceanside	2. STATUS Owner
3. ADDRESS 300 North Coast Highway Oceanside, CA 92054	4. PHONE/FAX/E-mail 760.435.3547
5. APPLICANT'S REPRESENTATIVE (or person to be contacted for information during processing) Taylor Group, Inc. attn: Larry Taylor, RCE, GE	
6. ADDRESS 301 Mission Avenue, Suite 201 Oceanside, CA 92054	7. PHONE/FAX/E-mail 760.721.9990

GPA
MASTER/SP.PLAN
ZONE CH.
TENT. MAP
PAR. MAP
DEV. PL.
C.U.P.
VARIANCE
COASTAL RRP15-00001
O.H.P.A.C.

PART II – PROPERTY DESCRIPTION

8. LOCATION South The Strand ROW from Wisconsin St to 400 ft north		
10. GENERAL PLAN	11. ZONING D/Subdistrict 4A	12. LAND USE Circulation (Public Street)
14. LATITUDE 33.1864 degrees North	15. LONGITUDE 117.3775 degrees West	

9. SIZE Approx. 15,000 sq. ft. (0.33 acre)
13. ASSESSOR'S PARCEL NUMBER NA - see D&J for adjacent APNs

PART III – PROJECT DESCRIPTION

16. GENERAL PROJECT DESCRIPTION
 Public street and revetment improvements associated with 700 South Stand development approved by Regular Coastal Permit RRP13-00004. Includes widening and repaving of South The strand and as-needed reconstruction/maintenance of portions of an existing stone revetment.

17. PROPOSED GENERAL PLAN No change	18. PROPOSED ZONING No change	19. PROPOSED LAND USE No change	20. NO. UNITS NA	21. DENSITY NA
22. BUILDING SIZE NA	23. PARKING SPACES NA	24. % LANDSCAPE NA	25. % LOT COVERAGE or FAR NA	

PART IV – ATTACHMENTS

<input checked="" type="checkbox"/> 26. DESCRIPTION/JUSTIFICATION	<input type="checkbox"/> 27. LEGAL DESCRIPTION	<input type="checkbox"/> 28. TITLE REPORT
<input checked="" type="checkbox"/> 29. NOTIFICATION MAP & LABELS	<input checked="" type="checkbox"/> 30. ENVIRONMENTAL INFO FORM	<input type="checkbox"/> 31. PLOT PLANS
<input type="checkbox"/> 32. FLOOR PLANS AND ELEVATIONS	<input type="checkbox"/> 33. CERTIFICATION OF POSTING	<input checked="" type="checkbox"/> 34. OTHER (See attachment for required reports)

PART V – SIGNATURES

SIGNATURES FROM ALL OWNERS OF THE SUBJECT PROPERTY ARE NECESSARY BEFORE THE APPLICATION CAN BE ACCEPTED. IN THE CASE OF PARTNERSHIPS OR CORPORATIONS, THE GENERAL PARTNER OR CORPORATION OFFICER SO AUTHORIZED MAY SIGN. (ATTACH ADDITIONAL PAGES AS NECESSARY).

35. APPLICANT OR REPRESENTATIVE (Print): Larry Taylor, RCE, GE	36. DATE 1/15/2015	37. OWNER (Print) City of Oceanside	38. DATE 1/22/15
Sign:	Sign:		

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. FURTHER, I UNDERSTANDING THAT SUBMITTING FALSE STATEMENTS OR INFORMATION IN THIS APPLICATION MAY CONSTITUTE FRAUD, PUNISHABLE IN CIVIL AND CRIMINAL PROCEEDINGS.

I HAVE READ AND AGREE TO ABIDE BY THE CITY OF OCEANSIDE DEVELOPMENT SERVICES DEPARTMENT AND ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT POLICY NO. 2011-01/POLICY AND PROCEDURE FOR DEVELOPMENT DEPOSIT ACCOUNT ADMINISTRATION.



NOTICE OF EXEMPTION

City of Oceanside, California

Post Date:
Removal:
(180 days)

1. **APPLICANT:** The City of Oceanside
2. **ADDRESS:** 300 N. Coast Hwy., Oceanside, CA 92054
3. **PHONE NUMBER:** (760) 435-3526
4. **LEAD AGENCY:** City of Oceanside
5. **PROJECT MGR.:** Scott Nightingale
6. **PROJECT TITLE:** South The Strand ROW Improvements (RRP15-00001)
7. **DESCRIPTION:** To obtain a Regular Coastal Permit to widen portions of South The Strand from the 700 block to Wisconsin Avenue. The project would allow the widening and repaving of South The Strand to a width of 27.5 feet, consistent with the width of the remainder of The Strand to the north. This would effectively restore the street conditions that existed prior to the 1980 storm damage. The attached photo shows the existing damaged portion of the Strand.

Widening of South The Strand would also require some reconfiguration of the stone revetment due to ongoing storm damage and erosion. The existing stone revetment currently encroaches into the existing roadway approximately 280 feet of the 402-foot segment, and thus reducing the area available to pedestrians and bicyclists. Work on the revetment is intended to be limited to a 10 foot wide strip seaward of the edge of the roadway. This work can be accomplished without a seaward extension of the revetment and without having to place heavy equipment on the beach.

ADMINISTRATIVE DETERMINATION: Planning Division staff has completed a preliminary review of this project in accordance with the City of Oceanside's Environmental Review Guidelines and the California Environmental Quality Act (CEQA), 1970. Therefore, the Environmental Coordinator has determined that further environmental evaluation is not required because:

- [x] The project is categorically exempt, Class 1, Existing Facilities (Section 15301(c); or,
- [] "The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA" (Section 15061(b)(3)); or,

The project is statutorily exempt, Section , <name> (Sections 15260-15277); or,

The project does not constitute a "project" as defined by CEQA (Section 15378).



Scott Nightingale, Associate Planner

Date: June 24, 2015

cc: Project file Counter file Library
Posting: County Clerk \$50.00 Admin. Fee