



City of Oceanside

300 North Coast Highway,
Oceanside, California 92054

Staff Report

File #: 25-695

Agenda Date: 4/23/2025

Agenda #: 14.

DATE: April 23, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

**TITLE: AGREEMENT WITH THE CITY OF VISTA REGARDING THE SOUTH MELROSE DRIVE
PROTECTED BIKE LANES PROJECT**

RECOMMENDATION

Staff recommends that the City Council approve a Memorandum of Understanding (MOU) between the City of Oceanside (Oceanside) and the City of Vista (Vista), for a not to exceed amount of \$150,000, establishing that Vista will be responsible for the design and construction of the Protected Bike Lanes Project (Project), which includes the segment on South Melrose Drive immediately north of and south of Cannon Road while Oceanside will be responsible for the associated costs to construct the protected bike lanes on South Melrose Drive within Oceanside's City limits and remain responsible for the costs and continued maintenance of the portion of the Project installed within Oceanside's boundaries; appropriate \$130,000 from SB-1 fund; and authorize the City Manager, or designee, to execute the MOU.

BACKGROUND AND ANALYSIS

City of Vista proposes to design and construct the Protected Bike Lanes Project, installing striping, signage, markings, delineators and asphalt berms for protected bike lanes on various Vista streets, including a segment on South Melrose Drive between the Vista-Oceanside boundaries (see attached Exhibit A). The installation of improvements within the boundaries of Vista and Oceanside aims to establish enhanced biking interconnectivity and multimodal transportation opportunities along South Melrose Drive, which is to the mutual benefit of both agencies.

Per the recommended MOU, the parties agree that Vista shall be responsible for performing the design and construction of the Project, as well as providing on-going street sweeping service for the Project, including the segment on South Melrose Drive between the Vista-Oceanside boundaries. Oceanside shall be responsible for reimbursing Vista a prorated share of all associated costs related to street sweeping is anticipated to cost \$1,300 but will not to exceed \$1,500 annually, proportional to the segment of the project installed within Oceanside's boundaries.

Upon completion of the Project, each agency shall be responsible for the continued operation, repair and maintenance, including all associated costs, for the portion of the Project installed within that agency's boundaries.

The attached MOU clearly identifies each party's responsibilities and liabilities. Oceanside will be responsible to review, approve and sign the Project design plans as provided by Vista prior to the start of project construction. Oceanside will also facilitate the timely review and processing of all Oceanside required approvals, such as right-of-way permits, necessary for Vista to complete the Project within Oceanside's boundaries.

During construction, Oceanside will inspect the portions of the Project within Oceanside's boundaries and convey to Vista in writing any observed defects in the contractor's work.

Upon completion of construction, Oceanside will perform a final inspection of the Project improvements with Vista and convey to Vista, in writing, any observed defects in the Contractor's work that are not in adherence to the Project plans. Vista shall retain sign off authority for completion of the Project. Additionally, as evidenced by the filing of a Notice of Completion by Vista, the City of Oceanside must accept and own the Project improvements within Oceanside's boundaries, and operate, maintain and repair such improvements at its own expense.

Oceanside will reimburse Vista for the cost of construction of the protected bike lanes on South Melrose Drive that are located within Oceanside's city limits once the project is complete. The cost shall not exceed \$150,000.

After completion of the Project, the City of Oceanside will coordinate with Vista before making any changes within Oceanside's boundaries that may affect the interconnectivity or intended operation of the Project improvements within Vista's boundaries.

FISCAL IMPACT

The reimbursement to Vista for the construction of the protected bike lanes, in the amount of \$130,000 but not to exceed \$150,000, will be charged to the S Melrose Protected Bike Lane account 902200524265.5325. An appropriation in the amount of \$130,000 will be required from the SB-1 Fund 265.3010 to the S Melrose Protected Bike Lane account 902200524265.5325. If additional funds are needed to reach the \$150,000 max, an appropriation will be requested.

The annual street sweeping costs, in the amount of \$1,300, will be charged to the Street Sweeping account 600624101.5320. Maintenance costs for painting and replacing the delineators will be an ongoing cost every three years, in the amount of \$22,000, to the Traffic Control account 640621101.5355 starting FY 27/28; this will increase the ongoing general fund budget by \$22,000 every three years starting in FY 27/28.

Description	Amount	Appropriation	Funding Source	Available Balance
Reimbursement to City of Vista	\$130,000	\$130,000	265.3010 SB-1 Restricted	\$3,601,527
Street Sweeping Annual Costs	1,300		600624101.5320 Street Sweeping	52,956

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

Prepared by: Teala Cotter, City Traffic Engineer
Reviewed by: Hamid Bahadori, Public Works Director
Submitted by: Jonathan Borrego, City Manager

ATTACHMENTS:

1. Staff Report
2. Exhibit A
3. MOU
4. Exhibits