

SAN DIEGO UNIFIED PORT DISTRICT**Development Services Department**

P.O. BOX 120488
SAN DIEGO, CA 92112-0488
(619) 686-6291

COASTAL DEVELOPMENT PERMIT AMENDMENT

Applicant: Thomas A. Driscoll, President, Driscoll, Inc.
2500 Shelter Island Drive
San Diego, CA 92106

Project: Kettenburg Boatyard

Location: Shelter Island Drive to Dickens Street; San Diego, California 92106

You are hereby granted an **Amendment to Coastal Development Permit (CDP) Number CDP-2006-05**. The original CDP, Clerk Document No. 51016, was issued on August 18, 2006 in conformance with the California Coastal Act of 1976 and the CDP Regulations of the San Diego Unified Port District.

This original CDP, pertaining to the above referenced project, is amended as follows:

1. Under APPLICANT, Insert, Co-Applicant: Kit Sparks, Chief Financial Officer
Intrepid Landing, LLC.
2805 Dickens Street, Suite 103
San Diego, CA 92106
2. Under DEVELOPMENT, insert - Installation of sails art sculpture awning that shall not impede or traverse the view corridor extensions of Carleton and Dickens Streets or the views of the public promenade. The structure would be attached to the west side of the existing walkup food and beverage service establishment building and provide shade for the outdoor area.
3. Under DEVELOPMENT, insert - The approximately 1,263-square-foot walkup food and beverage service establishment located on the eastern portion of the site would contain an approximately 281-square-foot walkup food service counter with limited outdoor table seating.
4. Under STANDARD PROVISIONS, replace "2. Permittee shall notify the District of any changes in the project." with - Permittee shall notify the District of any changes in the project and herein described. Notification shall be in writing and be delivered promptly to the District. District approval of the project change may be required prior to implementation of any changes.

5. Under STANDARD PROVISIONS, after “Permittee shall conform to the permit rules and regulations of the District” insert - including, but not limited to, the District’s Coastal Development Permit Regulations.
6. Under STANDARD PROVISIONS, replace “Land Use Planning” with - Development Services.
7. Under STANDARD PROVISIONS, insert - All District tidelands are regulated under Regional Water Quality Control Board Order No. R9-2013-0001, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109226, Waste Discharge Requirements for Discharges of Urban Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds within the San Diego Region (Municipal Permit). The Municipal Permit prohibits any activities that could degrade stormwater quality.

The Permittee shall ensure that post-construction / operational use of this Project site complies with the Municipal Permit and District direction related to permitted activities including the requirements found in the District’s Jurisdictional Runoff Management Program (JRMP). The JRMP is available on the District website: <https://www.portofsandiego.org/environment/clean-water> or by contacting the Stormwater Department, (619) 686-6254.

8. Under STANDARD PROVISIONS, insert - This Project may be subject to the District post-construction Best Management Practices (BMP) requirements. If so, approval of the Project by the District is necessarily conditioned upon submission by the Permittee of a specific Stormwater Quality Management Plan (SWQMP) for the Project that meets District requirements and is compliant with the District BMP Design Manual (JRMP Appendix D). The Permittee shall implement all post-construction structural and non-structural BMPs throughout the life of the Project.

The implementation and maintenance of the post-construction BMPs constitute regulatory obligations for the Permittee, and failure to comply with the Municipal Permit, the JRMP, or the District approved SWQMP, including the specific BMPs contained therein, may be considered a violation of the permit and a violation of District Code.

9. Under STANDARD PROVISIONS, insert - In the discretion of the District, prior to commencement of construction, Permittee may be required to require that their contractor(s) furnish security, naming the District as a dual obligee, in the form of a performance bond and a payment bond, each in an amount deemed appropriate by the District to guarantee payment of the subcontractors, completion of the approved work under this permit, and compliance with the conditions and limitations upon which such permit is granted. Prior to commencement of construction, Permittee may also be required by the District to

furnish security in the form of a payment bond in an amount deemed appropriate by the District to guarantee payment to the contractor(s) for work performed under this permit.

10. Under STANDARD PROVISIONS, insert - By accepting this permit, as amended, Permittee acknowledges and agrees (a) that the Project site may be subject to environmental conditions and hazards; (b) to assume the risks to the Permittee of injury and damage from such conditions in connection with the implementation or operations of the Project; (c) to unconditionally waive any claim of damage or liability against the District, its Board of Port Commissioners, officers, agents and employees ("District" for purposes of this condition) for injury or damage from such conditions to persons performing the development for which this permit is issued or operating on the Project site under this permit; (d) to defend, indemnify and hold harmless, and require that Permittee's contractor(s) engaged to perform the development on the Project defend, indemnify and hold harmless, the District from any claim, demand, liability, loss, action, administrative agency appeal, damage, cost, expense (including all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment (collectively, Claims) arising out of, resulting from, or in any way related to the performance of the development by Permittee's contractor(s) for which this permit is issued, with the exception of any claim, action, damages, liability or costs arising or resulting from the project caused by the gross negligence or willful misconduct of the District; (e) to defend, indemnify and hold harmless the District from any Claims arising out of, resulting from, or in any way related to Permittees operation of the Project site with the exception of any claim, action, damages, liability or costs arising or resulting from the project caused by the gross negligence or willful misconduct of the District; (f) to defend, indemnify and hold harmless the District from any Claims arising out of, resulting from, or in any way related to the District's approval of the Project, the granting of this permit, as amended,; and (g) that Permittee will require Permittee's contractors to name the District as an additional insured on all policies of insurance, now in existence or to be obtained by them, for the work conducted pursuant to this permit.
11. Under STANDARD PROVISIONS, insert - Permittee acknowledges and agrees that: (a) it is the sole and exclusive responsibility of Permittee, and not the District, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with the project, shall comply with the requirements of California's prevailing wage laws (the "PWL"), to the extent such laws are applicable; and (b) it is the sole and exclusive responsibility of Permittee, and not the District, to determine whether the Project is subject to the PWL by obtaining a determination by means that do not involve the District. If the Project is determined to be subject to the PWL, Permittee shall comply with all applicable provisions of the PWL, and shall take reasonable steps to ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with the Project shall likewise comply with all applicable provisions of the PWL.

Permittee further acknowledges and agrees that Permittee's failure to comply with all applicable provisions of the PWL, and/or their failure to take reasonable steps to ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with the Project comply with all applicable provisions of the PWL, shall render Permittee, and not the District, liable for all remedies (inclusive of all applicable fines and penalties), afforded by law as a consequence of such non-compliance. Permittee expressly agrees to defend, indemnify and hold harmless the District, from any claim, demand, liability, loss, action, damage, cost, expense (including all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment arising out of, resulting from, or in any way related to the PWL (collectively "PWL Claim") made against or incurred by the District in any capacity (including, without limitation, as a real party in interest), except for any PWL Claim arising out of the sole negligence or willful misconduct of the District.

12. Under STANDARD PROVISIONS, insert - The conditions of this permit, as amended, are independent of, and in addition to, the obligations of the Permittee under any existing lease(s), Tidelands Use and Occupancy Permit(s), or other contractual agreement(s) with the District, and are binding upon Permittee and its agents, representatives, successors and permitted assigns.
13. Under SPECIAL PROVISIONS, insert - The Permittee shall install inconspicuous signage indicating the outdoor patio area on the eastern portion of the site is open to the general public the later of 1) during the operating hours of the walkup food and beverage service establishment or 2) during daylight hours. A minimum of two signs shall be installed and the signage shall be visible from the public promenade from both the west and east. The outdoor patio area, including limited seating, shall be open to the public during these times.
14. Under SPECIAL PROVISIONS, insert - The Permittee shall limit the outdoor seating at the walkup food and beverage service establishment to 30 seats.
15. All other terms, conditions, limitations, and provisions in the original CDP shall remain in full force and effect and shall be applicable to this Amendment to CDP Number CDP-2006-05.

The District has determined that the Amendment to the original CDP is a material change to the permit, and it is consistent with the certified Port Master Plan.

Attachments:

1. Site Map
2. Proposed Sails Public Art Sculpture Rendering
3. CDP-2006-05 (Clerk Document No. 51016)

If you have any questions on this permit, please contact the Development Services Department of the San Diego Unified Port District at (619) 686-6291.

RANDA CONIGLIO
President/Chief Executive Officer

By: _____
WILEEN C. MANAOIS
Director, Development Services

I have read and understand the terms, conditions, limitations, and provisions of this Amendment to CDP-2006-05 and agree to abide by them.

Signature of Permittee
Thomas A. Driscoll, President
Driscoll, Inc.

Date

Signature of Co-Permittee
Kit Sparks, Chief Financial Officer
Intrepid Landing, LLC.

Date



Attachment 2 to Amendment to CDP-2006-05



COASTAL DEVELOPMENT PERMIT

Applicant: Thomas A. Driscoll, President, Driscoll, Inc.
2500 Shelter Island Drive
San Diego, CA 92106

Project: Kettenburg Boatyard

Location: Shelter Island Drive to Dickens Street; San Diego, California

You are hereby granted a Coastal Development Permit. This permit is issued in conformance with the California Coastal Act of 1976 and the Coastal Permit Regulations of the San Diego Unified Port District, as adopted by the Board of Port Commissioners on July 1, 1980, Resolution No. 80-193, and as amended on December 2, 1980, Resolution No. 80-343, and on February 14, 1984, Resolution No. 84-62, in accordance with the provisions for the issuance of a ☐ Emergency ☒ Non-appealable ☐ Appealable Coastal Development Permit.

Date of Board Action: August 8, 2006

Board of Port Commissioners Resolution Number: 2006-130

Date of Permit: August 18, 2006

Application Number: 2006 015-14-54

Permit Number: CDP-2006-05

The proposed project is located between the sea (as defined in the Coastal Act) and the first inland continuous public road paralleling the sea. The project is fully consistent with Public Resources Code Sections 30604(c), 30210-30224, and the Coastal Act public access and recreation policies referenced therein. This permit is limited to the development described below and set forth in material on file with the San Diego Unified Port District (District), and subject to the terms, conditions, and provisions hereinafter stated:

DEVELOPMENT

The proposed redevelopment of the existing boatyard consists of the demolition of the existing margin wharf, floating docks, shoreline embankment, pavement areas and building structures, all in a deteriorated state, unsightly and inefficient. The proposed

construction includes a two-story boatyard administration building, roughly 4500-square-foot in size; a high bay metal boat shed of approximately 6,500 square-feet, two 65-foot-long by three foot wide cast-in-place concrete finger piers supported by sixteen pre-cast concrete friction piles for use by a new 35-ton travel lift, roughly 41,000 square feet of concrete paving, and up to 52 boat slips.

The redevelopment plans also include waterside improvements including the reconstruction of approximately 368 linear feet of shoreline with new granite stone revetment; dredging to create the new shoreline condition and minimum depths required for boatyard use; installation of a water reclamation system including on-site detention and treatment in conformance with Regional Water Quality Control Board standards; construction of approximately 6,100 square feet of marine sales and services buildings, a food service building of approximately 1,263 square feet, a 680-linear-foot long shoreline pedestrian walkway with a ten-foot minimum width, an approximately 28,973-square-foot public plaza including landscape planting and circular hard-scape gathering area, a new dinghy dock for water taxis and transient moorings, and a minimum of 51 parking spaces.

STANDARD PROVISIONS

1. Permittee shall adhere strictly to the current plans for the project as approved by the District.
2. Permittee shall notify the District of any changes in the project.
3. Permittee shall meet all the local code requirements and ordinances and obtain all necessary permits from local, state and federal agencies.
4. Permittee shall conform to the permit rules and regulations of the District.
5. Permittee shall be responsible for compliance with ADA and Title 24 specifications.
6. Permittee shall commence development within two (2) years following the date of the permit issuance by the District. Construction shall be pursued in a diligent manner and completed within a reasonable period of time.
7. The permit is in no way intended to affect the rights and obligations heretofore existing under private agreements nor to affect the existing regulations of other public bodies.
8. This permit shall not be valid unless two copies have been returned to the Land Use Planning Department of the District, upon which copies the permittee has signed a statement agreeing that the permittee will abide by the terms, conditions, limitations, and provisions of the permit.

9. All best management practices must be performed during construction and maintenance operations. This includes no pollutants in the discharges to storm drains or to San Diego Bay, to the maximum extent practicable.

SHORT TERM CONSTRUCTION MEASURES

1. To minimize noise during construction, the permittee will require the construction contractor to (a) restrict normal construction activities from 7:00 am to 7:00 pm; (b) keep construction equipment as far as possible from sensitive receptors; and (c) provide acoustical shielding around equipment operating at night, from 10:00 pm to 7:00 am.
2. To minimize fugitive air emissions during construction, the permittee will require the construction contractor to keep fugitive dust down by regular watering.
3. To minimize nuisance effects from lights or glare during construction, the contractor will shield and direct night lighting away from adjacent areas.
4. All trucks hauling loose material during project construction, either on-site or off-site, shall be adequately protected.
5. Suspend all ground-disturbing activities when wind speeds (as instantaneous gusts) exceed 25 mph at a portable weather station on the project site.
6. Access points onto local paved roads shall be kept clean and swept as necessary if visible soil material is carried onto adjacent public paved roads using a water sweeper.
7. Traffic speeds on all unpaved surfaces shall be limited to 15 mph.
8. Permittee shall prevent inactive trucks from idling more than 10 minutes during construction once they arrive on the construction site.
9. All construction equipment shall be maintained in peak condition to reduce operational emissions.
10. Equipment shall use low-sulfur diesel fuel.
11. Electric equipment shall be used to the maximum extent feasible during construction.
12. Construction employees shall be provided with transit and ride share information.
13. Permittee shall ensure that any site contamination is identified and a site restoration plan, acceptable to the appropriate regulatory agencies, is prepared and implemented to reduce any existing contamination to a level that has no potential to

threaten employee or human health as defined under existing regulations. If any potential exists for impacts to employee health from exposure to acidic or caustic soils, workers shall be provided with adequate protective gear.

14. Permittee shall require all employees that are exposed to noise levels in excess of Occupational Safety and Health Administration hearing protection thresholds, during construction or operation, to wear noise protection devices (ear plugs and covers) that are protective of individual hearing.
15. Permittee and/or contractor shall comply with State Water Resources Control Board Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES), General Permit No. CAS000002, and Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (commonly known as the "General Construction Storm Water Permit"), as adopted, amended, and/or modified. The District is responsible for submitting the Notice of Intent to comply with the General Construction Storm Water Permit. The Permittee and/or contractor must comply with the General Construction Storm Water Permit and District direction related to permitted activities. Construction activity subject to the General Construction Storm Water Permit requires development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The Permittee and/or contractor must prepare and submit the SWPPP for review and approval by the District prior to site work.

SPECIAL PROVISIONS


1. Building construction shall comply with the 41 feet above mean lower low water building height limitation in the Shelter Island Precise Plan of the Port Master Plan.
2. Permanent view obstructions shall not be constructed in the view corridor extensions of Carleton and Dickens Streets.
3. Permittee shall construct a continuous promenade through the project site connecting the adjacent Sportfish Landing walkway to Shelter Island Drive. The promenade within the limits of the project site shall be a minimum of ten feet in width in all locations and shall be clearly delineated for public use.
4. Permittee shall provide a landing dock facility and maintain the dock in a safe condition for the use of the A-2 Anchorage.

If you have any questions on this permit, please contact the Land Use Planning Department of the San Diego Unified Port District at (619) 686-6283.

BRUCE B. HOLLINGSWORTH
Executive Director

By: 
RALPH T. HICKS
Director, Land Use Planning

I have read and understand the terms, conditions, limitations, and provisions of this permit and agree to abide by them.


Signature of Permittee
Thomas A. Driscoll, President, Driscoll, Inc.

8/21/05
Date