



CITY COUNCIL Agenda

Sept. 15, 2020, 3 p.m.

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

Welcome to Your City Council Meeting

We welcome your interest and involvement in the city's legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website and in the Office of the City Clerk. The City Clerk is also available to answer any questions you have about City Council meeting procedures.

How to watch



City cable channel

Charter Spectrum channel 24
AT&T U-verse channel 99.



City website

carlsbadca.gov/news/cityty.asp

Virtual meeting format

- Per California Executive Order N-29-20, and in the interest of public health and safety, we are temporarily taking actions to prevent and mitigate the effects of the COVID-19 pandemic by holding City Council and other public meetings online only.
- All public meetings will comply with public noticing requirements in the Brown Act and will be made accessible electronically to all members of the public seeking to observe and address the City Council.

How to participate

- **By phone:** Sign up at <https://www.carlsbadca.gov/cityhall/clerk/meetings/default.asp> by 2 p.m. the day of the meeting to provide comments live by phone. You will receive a confirmation email with instructions about how to call in.
- **In writing:** Email comments to clerk@carlsbadca.gov. Comments received by 2 p.m. the day of the meeting will be shared with the City Council prior to the meeting. When e-mailing comments, please identify in the subject line the agenda item to which your comments relate. All comments received will be included as part of the official record. **Written comments will not be read out loud.**
- These procedures shall remain in place during the period in which state or local health officials have imposed or recommended social distancing measures.

Reasonable accommodations

Persons with a disability may request an agenda packet in appropriate alternative formats as required by the Americans with Disabilities Act of 1990. Reasonable accommodations and auxiliary aids will be provided to effectively allow participation in the meeting. Please contact the City Manager's Office at 760-434-2821 (voice), 711 (free relay service for TTY users), 760-720-9461 (fax) or manager@carlsbadca.gov by noon on the Monday before the meeting to make arrangements.

IN THE EVENT A QUORUM OF THE CITY COUNCIL LOSES ELECTRICAL POWER OR SUFFERS AN INTERNET CONNECTION OUTAGE THAT IS NOT CORRECTED WITHIN 15 MINUTES, THE MEETING WILL AUTOMATICALLY BE ADJOURNED. ANY ITEMS NOTICED AS PUBLIC HEARINGS WILL BE CONTINUED TO THE NEXT REGULARLY SCHEDULED MEETING OF THE CITY COUNCIL. ANY OTHER AGENDA ITEMS THE COUNCIL HAS NOT TAKEN ACTION ON WILL BE PLACED ON A FUTURE AGENDA.

More information about City Council meeting procedures can be found at the end of this agenda and in the Carlsbad Municipal Code chapter 1.20. PLEASE NOTE: AS A RESULT OF THE WAIVERS IN EXECUTIVE ORDER N-29-20, THE BROWN ACT PERMITS FULL PARTICIPATION BY OFFICIALS IN MEETINGS THROUGH VIDEO OR AUDIO TELECONFERENCE.

The City Council also sits as the Carlsbad Municipal Water District Board, Public Financing Authority Board, Community Development Commission and Successor Agency to the Redevelopment Agency. When considering items presented to the Carlsbad Municipal Water District Board, each member receives an additional \$100 per meeting (max \$300/month). When considering items presented to the Community Development Commission each member receives an additional \$75 per meeting (max \$150/month).

CALL TO ORDER:

ROLL CALL:

ANNOUNCEMENT OF CONCURRENT MEETINGS: None.

INVOCATION:

PLEDGE OF ALLEGIANCE:

APPROVAL OF MINUTES:

Minutes of the Special Meeting held August 25, 2020

Minutes of the Special Meeting held September 1, 2020

Minutes of the Special Meeting held September 3, 2020

Minutes of the Special Meeting held September 10, 2020

PRESENTATIONS:

National Preparedness Month Proclamation

PUBLIC REPORT OF ANY ACTION TAKEN IN CLOSED SESSION:

PUBLIC COMMENT: *In conformance with the Brown Act and California Executive Order No. N-29-20, a total of 15 minutes is provided so members of the public participate in the meeting by submitting comments as provided on the front page of this agenda. The City Council will receive comments as requested up to a total of 15 minutes. All other comments will trail until the end of the meeting. In conformance with the Brown Act, no Council action can occur on these items.*

CONSENT CALENDAR: *The items listed under Consent Calendar are considered routine and will be enacted by one motion as listed below. There will be no separate discussion on these items prior to the time the Council votes on the motion unless members of the Council, the City Manager, or the public request specific items be discussed and/or removed from the Consent Calendar for separate action.*

WAIVER OF ORDINANCE TEXT READING:

This is a motion to waive the reading of the text of all ordinances and resolutions at this meeting.

1. **AGREEMENT WITH URBAN CORPS OF SAN DIEGO FOR CITYWIDE PARKS SANITATION SERVICES DURING THE COVID-19 PANDEMIC** – Adoption of a resolution authorizing a professional services agreement with Urban Corps of San Diego for citywide parks sanitation services due to COVID-19 impacts. (Staff contact: Tim Selke, Parks & Recreation)
2. **AWARD OF CONTRACT TO HWK CONSTRUCTION SERVICES FOR THE POINSETTIA LIFT STATION FORCE MAIN HYDRAULIC SURGE PROTECTION** – Adoption of a resolution accepting bids and awarding a contract to HWK Construction Services for construction of the Poinsettia Lift Station force main hydraulic surge protection, CIP Project No. 5503-14, in an amount not to exceed \$377,304. (Staff contact: Vicki Quiram and David Hull, Public Works)
3. **ADVERTISE FOR BIDS FOR THE FY 2020-21 PAVEMENT OVERLAY CIP PROJECT NO. 6001-200L** – Adoption of a resolution approving the plans and specifications and authorizing the City Clerk to advertise for bids for the Fiscal Year 2020-21 Pavement Overlay, CIP Project No. 6001-200L. (Staff contact: Emad Elias, Public Works)

4. 2020 GENERAL ELECTION POLL LOCATIONS – Adoption of a resolution authorizing the use of Calavera Community Park Gym, Pine Avenue Community Center and Stagecoach Community Center as training centers and poll locations for the 2020 General Election and waive any associated facility use fees. (Staff contact: Faviola Medina, City Clerk Department)
5. RELEASE OF A REQUEST FOR PROPOSALS TO SELL A PROPERTY LOCATED ON PAJAMA DRIVE IN OCEANSIDE – Adoption of a resolution authorizing the release of a Request for Proposals for the sale of property located in the City of Oceanside on Pajama Drive, APN: 149-070-47-00. (Staff contact: Curtis Jackson, Real Estate)

ORDINANCES FOR INTRODUCTION: None.

ORDINANCES FOR ADOPTION:

6. ORDINANCE NO. CS-382 - UPDATE TO THE CITY'S DENSITY BONUS REGULATIONS TO REFLECT CHANGES IN STATE LAW – Adoption of Ordinance No. CS-382 adopting a Zone Code amendment and a Local Coastal Program amendment to update the city's density bonus regulations to reflect changes in state law (Case Name: Density Bonus Amendments 2020; Case No.: ZCA 2020-0001/LCPA 2020-0005). (Staff contact: Faviola Medina, City Clerk Department)

City Manager's Recommendation: Adopt Ordinance No. CS-382.

7. ORDINANCE NOS. CS-383 AND CS-384 - UPDATE TO THE CITY'S DEVELOPMENT REGULATIONS TO ENSURE CONSISTENCY WITH STATE LAW ON ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS – 1) Adoption of Ordinance No. CS-383 adopting amendments to the Carlsbad Municipal Code Chapter 5.60 (Short-Term Vacation Rentals) to ensure consistency with state law related to accessory dwelling units and junior accessory dwelling units (Case Name: Accessory Dwelling Unit Amendments 2020; Case No.: MCA 2020-0001);
2) Adoption of Ordinance No. CS-384 adopting amendments to Title 21 of the Carlsbad Municipal Code (Zone Code), Village and Barrio Master Plan and Local Coastal Program to ensure consistency with state law related to accessory dwelling units and junior accessory dwelling units (Case Name: Accessory Dwelling Unit Amendments 2020; Case No.: ZCA 2020-0002/AMEND 2020-0005/LCPA 2020-0006). (Staff contact: Faviola Medina, City Clerk Department)

City Manager's Recommendation: Adopt Ordinance Nos. CS-383 and CS-384.

PUBLIC HEARINGS: None.

DEPARTMENTAL AND CITY MANAGER REPORTS:

8. COMMERCIAL EVICTION MORATORIUM AND RECENT RESIDENTIAL EVICTION RELIEF DEVELOPMENT UPDATE – Receive an update on the city's commercial eviction moratorium and recent residential eviction relief developments. (Staff contact: David Graham, Administrative Services and Cindie McMahon, City Attorney Department)

City Manager's Recommendation: Receive the update.

9. TEMPORARILY SUSPEND OR MODIFY CERTAIN LAND DEVELOPMENT STANDARDS IN THE WESTFIELD CARLSBAD SPECIFIC PLAN TO MITIGATE THE ECONOMIC EFFECTS OF THE COVID-19 PANDEMIC STATE OF EMERGENCY ON LOCAL BUSINESSES – Adoption of a resolution empowering the director of emergency services to temporarily suspend or modify certain land development standards in the Westfield Carlsbad Specific Plan to mitigate the economic effects of the COVID-19 pandemic State of Emergency on local businesses. (Staff contact: Jeff Murphy, Community Development)

City Manager’s Recommendation: Adopt the resolution.

10. TRAFFIC AND MOBILITY COMMISSION WORK PLAN FOR FY 2020-21 – 1) Adoption of a resolution approving the Traffic and Mobility Commission Work Plan for Fiscal Year 2020-21; and 2) Provide direction to the Traffic and Mobility Commission on priorities of items within the work plan and level of detail of Traffic and Mobility Commission meeting minutes. (Staff contact: Nathan Schmidt, Public Works)

City Manager’s Recommendation: Adopt the resolution and provide staff direction.

COUNCIL COMMENTARY AND REQUESTS FOR CONSIDERATION OF MATTERS:

City Council Regional Assignments (Revised 4/7/20)

Matt Hall Mayor	North County Mayors and Managers City/School Committee Chamber of Commerce Liaison (primary) Clean Energy Alliance JPA (alternate) San Diego County Water Authority San Diego Regional Economic Development Corporation Board of Directors City Council Legislative Subcommittee Economic Revitalization Subcommittee Ad-Hoc City Council North County Homeless Action Plan Subcommittee
Keith Blackburn Mayor Pro Tem	Buena Vista Lagoon JPC Encina Wastewater Authority/JAC Board of Directors North County Dispatch Joint Powers Authority Chamber of Commerce Liaison (alternate) SANDAG (1 st alternate) North County Transit District (alternate) Carlsbad Municipal Code and City Council Policy Update Subcommittee
Priya Bhat-Patel Council Member – District 3	SANDAG (2 nd alternate) North County Transit District (primary) City/School Committee League of California Cities – SD Division Encina Wastewater Authority/JAC Board of Directors (alternate) City Council Legislative Subcommittee Economic Revitalization Subcommittee Ad-Hoc City Council North County Homeless Action Plan Subcommittee
Cori Schumacher Council Member – District 1	SANDAG (primary) Buena Vista Lagoon JPC Clean Energy Alliance JPA (primary) Encina Wastewater Authority/JAC Board of Directors North County Dispatch Joint Powers Authority (alternate) Carlsbad Municipal Code and City Council Policy Update Subcommittee

Vacant – At-Large Council Member

PUBLIC COMMENT: Continuation of the Public Comments

This portion of the agenda is set aside for continuation of public comments, if necessary, due to exceeding the total time allotted in the first public comments section. In conformance with the Brown Act, no Council action can occur on these items.

ANNOUNCEMENTS:

This section of the Agenda is designated for announcements to advise the community regarding events that Members of the City Council have been invited to, and may participate in.

CITY MANAGER COMMENTS:

CITY ATTORNEY COMMENTS:

ADJOURNMENT:

City Council Meeting Procedures (continued from page 1)

Written Materials

Written materials related to the agenda that are submitted to the City Council after the agenda packet has been published will be available for review prior to the meeting during normal business hours at the City Clerk's office, 1200 Carlsbad Village Drive and on the city website. To review these materials during the meeting, please see the City Clerk

Visual Materials

Visual materials, such as pictures, charts, maps or slides, are allowed for comments on agenda items, not general public comment. Please contact the City Manager's Office at 760-434-2820 or manager@carlsbadca.gov to make arrangements in advance. All materials must be received by the City Manager's Office no later than noon the day before the meeting. The time spent presenting visual materials is included in the maximum time limit provided to speakers. All materials exhibited to the City Council during the meeting are part of the public record. **Please note that video presentations are not allowed.**

Decorum

All participants are expected to conduct themselves with mutual respect. Loud, boisterous and unruly behavior can interfere with the ability of the City Council to conduct the people's business. That's why it is illegal to disrupt a City Council meeting. Following a warning from the presiding officer, those engaging in disruptive behavior are subject to law enforcement action.

City Council Agenda

The City Council follows a regular order of business that is specified in the Carlsbad Municipal Code. The City Council may only make decisions about topics listed on the agenda.

Presentations

The City Council often recognizes individuals and groups for achievements and contributions to the community. Well-wishers often fill the chamber during presentations to show their support and perhaps get a photo. If you don't see an open seat when you arrive, there will likely be one once the presentations are over.

Consent Items

Consent items are considered routine and may be enacted together by one motion and vote. Any City Council member may remove or "pull" an item from the "consent calendar" for a separate vote. Members of the public may pull an item from the consent calendar by requesting to speak about that item. A speaker request form must be submitted to the clerk prior to the start of the consent portion of the agenda.

Public Comment

Members of the public may speak on any city related item that does not appear on the agenda. State law prohibits the City Council from taking action on items not listed on the agenda. Comments requiring follow up will be referred to staff and, if appropriate, considered at a future City Council meeting. Members of the public are also welcome to provide comments on agenda items during the portions of the meeting when those items are being discussed. In both cases, a request to speak form must be submitted to the clerk in advance of that portion of the meeting beginning.

Public Hearing

Certain actions by the City Council require a “public hearing,” which is a time within the regular meeting that has been set aside and noticed according to different rules.

Departmental Reports

This part of the agenda is for items that are not considered routine and do not require a public hearing. These items are usually presented to the City Council by city staff and can be informational in nature or require action. The staff report about each item indicates the purpose of the item and whether or not action is requested.

Other Reports

At the end of each meeting, City Council members and the city manager, city attorney and city clerk are given an opportunity to share information. This usually includes reports about recent meetings, regional issues, and recent or upcoming meetings and events.

City Council Actions

Resolution

A resolution is an official statement of City Council policy that directs administrative or legal action or embodies a public City Council statement. A resolution may be introduced and adopted at the same meeting. Once adopted, it remains City Council policy until changed by subsequent City Council resolution.

Ordinance

Ordinances are city laws contained in the Carlsbad Municipal Code. Enacting a new city law or changing an existing one is a two-step process. First, the ordinance is “introduced” by city staff to the City Council. If the City Council votes in favor of the introduction, the ordinance will be placed on a subsequent City Council meeting agenda for “adoption.” If the City Council votes to adopt the ordinance, it will usually go into effect 30 days later.

Motion

A motion is used to propose City Council direction related to an item on the agenda. Any City Council member may make a motion. A motion must receive a “second” from another City Council member to be eligible for a City Council vote.



Minutes

Aug. 25, 2020, 2 p.m.

CALL TO ORDER: 2 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

PUBLIC COMMENT ON AGENDA ITEM: None.

CLOSED SESSION:

City Attorney Celia Brewer read the City Council into Closed Session.

Council adjourned into Closed Session at 2 p.m. pursuant to the following:

1. **CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6**

City Negotiators: Geoff Patnoe, Assistant City Manager, Laura Rocha, Deputy City Manager, Judy Von Kalinowski, Human Resources Director, Debbie Porter, Senior Management Analyst, Darrin Schwabe, Senior Management Analyst, Erika Benitez, Senior Management Analyst, Drew Cook, Management Analyst, Silvano Rodriguez, Management Analyst and Timothy Davis, Burke, Williams & Sorenson.

Employee Organization: CCEA

If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.

Council Action: No reportable action.

ADJOURNMENT:

By proper motion, the Special Meeting of Aug. 25, 2020 was adjourned at 2:17 p.m.

Mia De Marzo
Deputy City Clerk



CITY COUNCIL
Special Meeting

Minutes

Sept. 1, 2020, 2:15 p.m.

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

CALL TO ORDER: 2:15 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

PUBLIC COMMENT ON AGENDA ITEM: None.

CLOSED SESSION:

City Attorney Celia Brewer read the City Council into Closed Session.

Council adjourned into Closed Session at 2:15 p.m. pursuant to the following:

1. **CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION**

That the City Council, by motion, authorize a closed session regarding existing litigation in the matter of:

Pulice Construction v. City of Carlsbad, Case No. 37-2020-00004500-CU-BC-NC, pursuant to Government Code Section 54956.9(d)(1).

Council Action: No reportable action.

ADJOURNMENT:

By proper motion, the Special Meeting of Sept. 1, 2020 was adjourned at 2:21 p.m.

Mia De Marzo
Deputy City Clerk



CITY COUNCIL
Special Meeting

Minutes

Sept. 3, 2020, 1:30 p.m.

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

CALL TO ORDER: 1:30 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

PUBLIC COMMENT ON AGENDA ITEM: None.

CLOSED SESSION:

City Attorney Celia Brewer read the City Council into Closed Session.

Council adjourned into Closed Session at 1:31 p.m. pursuant to the following:

1. **CONFERENCE REGARDING EVALUATION OF APPOINTED PUBLIC EMPLOYEES**

That the City Council, by motion, authorize a closed session regarding personnel matters as follows:

To discuss and consider the performance of the City Manager and City Attorney, pursuant to Government Code sections 54947 and 54957.6.

Council Action: No reportable action. The City Council concurred to continue the discussion of the evaluation of the City Manager and City Attorney to a future date.

ADJOURNMENT:

By proper motion, the Special Meeting of Sept. 3, 2020 was adjourned at 4:30 p.m.

Sheila R. Cobian, MMC
Assistant to the City Manager



CITY COUNCIL
Special Meeting

Minutes

Sept. 10, 2020, 3 p.m.

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

CALL TO ORDER: 3 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

PUBLIC COMMENT ON AGENDA ITEM: None.

CLOSED SESSION:

City Attorney Celia Brewer read the City Council into Closed Session.

Council adjourned into Closed Session at 3 p.m. pursuant to the following:

This item is a continuation of the discussion held at the Special Meeting on Sept. 3, 2020.

1. **CONFERENCE REGARDING EVALUATION OF APPOINTED PUBLIC EMPLOYEES**

That the City Council, by motion, authorize a closed session regarding personnel matters as follows:

To discuss and consider the performance of the City Manager and City Attorney, pursuant to Government Code sections 54947 and 54957.6.

Council Action: No reportable action.

RECESS:

Mayor Hall declared a recess at 4:27 p.m.

Mayor Hall reconvened the meeting at 4:32 p.m.

ADJOURNMENT:

By proper motion, the Special Meeting of Sept. 10, 2020 was adjourned at 5:01 p.m.

Mia M. De Marzo
Deputy City Clerk



CITY COUNCIL
Staff Report

Meeting Date: Sept. 15, 2020
To: Mayor and City Council
From: Scott Chadwick, City Manager
Staff Contact: Tim Selke, Parks Services Manager
tim.selke@carlsbadca.gov, 760-434-2857
Subject: Authorization of an Agreement with Urban Corps of San Diego for Citywide Parks Sanitation Services during the COVID-19 Pandemic

Recommended Action

Adopt a resolution authorizing an agreement with Urban Corps of San Diego for citywide parks sanitation services in response to the COVID-19 pandemic, in an amount not to exceed \$350,000 for an initial six-month term.

Executive Summary/Discussion

On May 1, 2020, the City Council directed staff to allow access for passive use to city beaches, most city parks and city preserves with trails in accordance with the applicable COVID-19 response plans and protocols (Resolution nos. 2020-072, 2020-073 and 2020-074). The city must ensure that the bathrooms and common areas within these sites are disinfected at least every two hours, or as needed, based upon use, to adhere to the County of San Diego's public health order and related protocols intended to slow the spread of COVID-19.

Staff met that challenge by authorizing an extra work proposal from one of its grounds contractors to perform the required sanitation under an existing parks maintenance services agreement. The \$7,000-per-week cost of these services was paid for from Parks Maintenance funds in the Parks & Recreation Department's Operating Budget.

However, the renewed access to these parks sites, as well as to the school fields the city runs under joint use agreements, resulted in increased patronage, which in turn caused an increased need for sanitation services.

Considering the COVID-19 pandemic has continued for several months and has no anticipated date of conclusion, staff determined the "extra work" approach would no longer be feasible under the not-to-exceed spending limit of the city's parks maintenance services agreement with the grounds contractor, Park West Landscape. Staff now recommends the council authorize a professional services agreement with Urban Corps of San Diego County for the ongoing sanitizing of bathrooms and amenities required under the health orders and protocols.

Urban Corps of San Diego County is a nonprofit corporation whose goal is to provide underserved young adults, ages 18-26, "with the tools to expand their career opportunities through education, life skills training, and paid work experiences on projects that benefit our communities." Urban Corps of San Diego is considered a quasi-government agency and has successfully provided similar maintenance services for the city in the past.

On July 13, 2020, a request for an exemption to the city’s competitive bidding process was approved by the city’s finance manager, in keeping with Carlsbad Municipal Code Section 3.28.110 (A & F) [Exhibit B]. This code section provides a bidding exemption for emergency procurements for construction, goods or services as well as for services obtained from a quasi-public agency.

Fiscal Analysis

According to the current scope of work, staff anticipates a base cost of \$316,800 during the initial six-month term of the agreement to complete the required sanitizing throughout the referenced sites managed by the Parks & Recreation Department. As the public health orders continue to be modified, increased cleaning may be needed in areas such as playgrounds and picnic shelters, which are currently closed. Consequently, staff recommends including \$33,200 for additional services, as needed. Staff therefore recommends authorizing a professional services agreement in an amount not to exceed \$350,000 for an initial six-month term.

CITYWIDE PARKS SANITATION SERVICES – URBAN CORPS OF SAN DIEGO	
Six-months of base cost of services (\$52,800 per month)	\$316,800
Additional services as needed	\$33,200
TOTAL NOT TO EXCEED AMOUNT OF INITIAL TERM OF AGREEMENT	\$350,000

The city manager may extend the agreement for two additional six-month terms subject to funding availability, based on the city’s needs and Urban Corps’ satisfactory performance. The cost of this contract will be tracked and recorded as a COVID-19 expense and will be covered with budget appropriated from the \$3 million General Fund reserve previously allocated for COVID-19 expenses. All COVID-19-related expenses will be considered for state and federal government reimbursement as applicable.

Next Steps

Staff will direct Urban Corps of San Diego to commence services upon execution of the agreement. Staff will administer and manage the agreement during the initial six-month term and process amendments to extend the agreement for six-month terms, as necessary.

Environmental Evaluation (CEQA)

The proposed action is categorically exempt from the California Environmental Quality Act in keeping with State Guidelines Section 15301 (c) - “Existing Facilities,” which exempts repair and maintenance of public facilities involving negligible or no expansion of existing or former use.

Public Notification

Public notice of this item was posted in keeping with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours before the scheduled meeting date.

Exhibits

1. Resolution
2. Approval of exemption to competitive bidding process, dated July 13, 2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH URBAN CORPS OF SAN DIEGO FOR CITYWIDE PARKS SANITATION SERVICES DUE TO COVID-19 IMPACTS.

WHEREAS, on May 1, 2020, the City Council directed staff to allow access to city beaches, most city parks and city preserves with trails, for passive use - in accordance with the applicable COVID-19 response plans and protocols; and

WHEREAS, to adhere to the County of San Diego's Public Health Order and associated protocols specific to the impacts of COVID-19, the city must ensure its bathrooms and common area amenities within these sites are disinfected at least every two hours, or as needed based upon use; and,

WHEREAS, to address this need upon allowing access to the referenced sites, staff authorized an 'Extra Work' proposal from one of its grounds contractors under an existing Parks Maintenance Services Agreement, to perform the required sanitation of these bathrooms and amenities; and

WHEREAS, the costs associated with these services have initially been expended from the Parks & Recreation Department's (Parks Maintenance) Operating Budget; and

WHEREAS, since May 1, 2020, the City Council has directed staff to allow modified active use of city beaches and parks, and school sites that are under joint use agreements with the city, which resulted in increased patronage, which in turn caused an increased need for sanitation services; and

WHEREAS, the COVID-19 response has continued for several months, and has no anticipated date of conclusion; and

WHEREAS, staff determined the 'Extra Work' approach would no longer be feasible under the not-to-exceed value of the existing Parks Maintenance Services Agreement; and

WHEREAS, Urban Corps of San Diego County is a nonprofit corporation that provides underserved young adults, ages 18-26, with the tools to expand their career opportunities through education, life skills training, and paid work experiences on projects that benefit our communities; and

WHEREAS, Urban Corps of San Diego is considered a quasi-government agency and has previously performed similar maintenance services for the city in a successful manner; and

WHEREAS, on July 13, 2020, the Finance Manager approved a request for an exemption to the city's competitive bidding process, pursuant to Carlsbad Municipal Code Section 3.28.110 (A & F), which provides a bidding exemption for emergency procurements for construction, goods or services as well as for services obtained from a quasi-public agency; and

WHEREAS, according to the current scope of work, staff anticipates a base cost of \$316,800 during the initial six-month term of the agreement to complete the required sanitizing; and

WHEREAS, as the public health orders continue to be modified, increased cleaning may be needed in areas such as playgrounds and picnic shelters, which are currently closed, and staff recommends including \$33,200 for additional services as needed; and

WHEREAS, staff recommends authorizing a professional services agreement with Urban Corps of San Diego in an amount not to exceed \$350,000 for an initial six-month term and appropriating \$350,000 to the FY 2020-21 Parks Maintenance Operating Budget; and

WHEREAS, the City Manager is authorized to extend the agreement for two additional six-month terms, and the Finance Director is authorized to appropriate the corresponding additional funds, based on the city's needs and the satisfactory performance of Urban Corps of San Diego; and

WHEREAS, the City Planner has determined that the Agreement for these services is categorically exempt from the California Environmental Quality Act (CEQA) per State Guidelines Section 153021 (c) and that none of the exemptions included in section 15300.2 apply.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Planner has determined that the Agreement for these services is categorically exempt from the California Environmental Quality Act (CEQA) per State Guidelines Section 153021 (c) and that none of the exemptions included in section 15300.2 apply.
3. That the Mayor is hereby authorized and directed to execute the professional services agreement with Urban Corps of San Diego for citywide parks sanitization services, in a not-to-exceed amount of \$350,000 for a six-month term, attached hereto as Attachment "A."
4. That the City Manager is authorized to execute amendments to said agreement deemed to be in the best interest of the City, and, if the City so chooses, to extend it for two additional six-month terms.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the ___ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

MATT HALL, Mayor

BARBARA ENGLESON, City Clerk
(SEAL)

**AGREEMENT FOR PARKS SANITATION SERVICES
URBAN CORPS OF SAN DIEGO COUNTY**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and Urban Corps of San Diego County, a not-for-profit corporation, ("Contractor").

RECITALS

- A. City requires the professional services of an organization that is experienced in providing common area sanitation services.
- B. Contractor has the necessary experience in providing professional services and advice related to common area sanitation services.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A" and Exhibit "B", which are incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of six (6) months from the date first above written. The City Manager may amend the Agreement to extend it for two (2) additional six (6) month periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term on a time and materials basis shall not exceed three hundred fifty-thousand dollars (\$350,000). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. If the City elects to extend the Agreement, the amount shall not exceed three hundred fifty-thousand dollars (\$350,000) per six (6) month contract period. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating

in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverage and Limits.

Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability (CGL) Insurance. Insurance written on an "occurrence" basis, including personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City

Name Tim Selke

Title Parks Services Manager

Department Parks & Recreation

City of Carlsbad

Address 799 Pine Ave, Suite 200

Carlsbad, CA 92010

Phone No. 760-434-2857

For Contractor

Name Kyle Kennedy

Title Chief Executive Officer

Address 3127 Jefferson Street

San Diego, CA 92110

Phone No. 619-235-6884

Email kkennedy@urbancorps.org

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes No

Please note: that there is no conflict of interest required for this contract and will be changed in the final agreement

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable

under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTION AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

CITY OF CARLSBAD, a municipal corporation of the State of California

By:



(sign here)

By:

[INSERT TITLE OF PERSON AUTHORIZED TO SIGN (City Manager or Mayor or Division Director as authorized by the City Manager)]

Kyle Kennedy, CEO

(print name/title)

ATTEST:

By:

(sign here)

BARBARA ENGLESON
City Clerk

(print name/title)

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A

Chairman,
President, **or**
Vice-President

Group B

Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

BY: _____

Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

To comply with County of San Diego Public Health Order disinfecting requirements (COVID-19) Urban Corps of San Diego County will provide the labor and materials to clean and disinfect common area amenities at city parks, beach accesses and trail heads.

CLEANING OF RESTROOMS AND COMMON AREAS

Urban Corps of San Diego will provide cleaning services for all blockhouse restrooms, portable restrooms, drinking fountains, benches, picnic tables, handrails and other common area amenities at listed sites for the duration of the County of San Diego Public Health Order disinfecting requirements. Disinfecting will take place between the hours of 12 p.m. and 7 p.m. seven days a week and will occur every two hours at approximately 12pm, 2pm,4pm and 6pm as needed, based on usage of the facilities at the following locations.

PARKS

Alga Norte Community Park, Aviara Community Park, Cadencia Park, Cannon Park, Calavera Hills Community Park, Holiday Park, Hidden Canyon Park, Hosp Grove Park, La Costa Canyon Park, Laguna Riviera Park, Magee Park, Maxton Brown Park, Pine Avenue Community Park, Poinsettia Community Park, Stagecoach Community Park, Tamarack / Frazee Upper Picnic Areas (including Pine and Tamarack beach restrooms)

Ocean Street Beach Accesses

Oak Avenue, Carlsbad Village Drive, Grand Avenue, Christiansen Way, Beech Avenue, Cypress Avenue, Rue de Chateaux

Trail Heads

Lake Calavera Preserve restroom, Hosp Grove Rotary Trailhead

Description	Rate
Weekday Corpsmember	\$25 / hour
Weekday Supervisor	\$35 / hour
Weekend Corpsmember	\$25/ hour
Weekend Supervisor	\$52.50 / hour
Materials and Supplies	\$625 / month

Based on current allowed uses at the parks it is anticipated that 336 corpsmember hours and 112 supervisor hours per week will be needed to fulfil the scope. This schedule is subject to change with allowable uses in the areas under the scope of this agreement. Changes are to be authorized by the City of Carlsbad Parks & Recreation Department Parks Services Manager.

Total cost of services not to exceed..... \$350,000.00 for 6-month term

Cleaning protocol shall include wiping of all hard surfaces and high touch areas with an EPA-approved disinfectant that meets the criteria for use against SARS-CoV-2.

Examples of areas to clean are as follows...

Blockhouse and Portable Restrooms includes: door knobs and handles, faucets and flush valves, sinks and counter tops

Picnic table tops and bench seats, park bench seats, drinking fountain valves and bowls,

Beach Access stair handrails

Sanitation Crew Schedule

2 crews: 1 supervisor 3 corpsmembers each including the weekend crew.

Time: 8 hours per day Sunday – Saturday

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Crew 1		8 Hours \$880.00					
Crew 2		8 Hours \$880.00					
Weekend Extra Crew # 1	8 Hours \$1,020.00						8 Hours \$1,020.00
Weekend Extra Crew #2	8 Hours \$1,020.00						8 Hours \$1,020.00

EXHIBIT "B"

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR FEMA FUNDED AGREEMENTS

The following provisions are incorporated into the Agreement:

1. The contractor acknowledges Federal Emergency Management Agency (FEMA) financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
2. The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
3. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City of Carlsbad, contractor, or any other party pertaining to any matter resulting from the contract.
4. The contractor acknowledges that 31 U.S.C. Sections 3801-3812 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
5. **Access to Records.** The following access to records requirements apply to this contract:
 - (A) The contractor agrees to provide the City of Carlsbad, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (B) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (C) The contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (D) In compliance with the Disaster Recovery Act of 2018 (Pub. L. No. 115-254, §§ 1201-1246 (2018)), the City of Carlsbad and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
6. **Suspension and Debarment**
 - (A) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that neither the contractor nor its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Carlsbad. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California or the City of Carlsbad, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

(A) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(B) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(D) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of [Executive Order 11246](#) of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the contractor's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(H) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City of Carlsbad (applicant) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. Contract Work Hours and Safety Standards Act

(A) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(C) Withholding for unpaid wages and liquidated damages. The City of Carlsbad shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(D) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

9. Clean Air Act and Water Pollution Control Act

Clean Air Act

(A) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.).

(B) The contractor agrees to report each violation to the City of Carlsbad and understands and agrees that the City of Carlsbad will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

(C) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(A) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)

(B) The contractor agrees to report each violation to the City of Carlsbad and understands and agrees that the City of Carlsbad will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

(C) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. Byrd Anti-Lobbying Amendment

(A) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who will forward the certification(s) to the awarding agency.

Required Certification. Contractors must sign and submit to the City of Carlsbad the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Essenco, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Kyle Kennedy, CEO
Name and Title of Contractor's Authorized Official

7/28/2020
Date

11. Procurement of Recovered Materials.

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

12. To the extent any Federally mandated provisions incorporated by Exhibit B conflict with other terms and provisions of this Agreement, the Federally mandated provision(s) shall prevail.



Memorandum

July 10, 2020

To: Cheryl Gerhardt, Finance Manager
From: Tim Selke, Parks Services Manager
Re: Request for Waiver - Competitive Bidding for As-Needed Sanitization Services

The purpose of this memorandum is to request authorization for an exemption to the city's competitive bidding process, per Carlsbad Municipal Code Section 3.28.110 (A & F). This code section provides a bidding exemption for emergency procurements for construction, goods or services as well as services obtained from a quasi-public agency. In order to support efforts to prevent the spread of COVID-19, the city is required to abide by a Physical Distancing and Safety Plan for County of San Diego – Parks and Beaches. One of the provisions of that plan states that "Break rooms, bathrooms and other common areas shall be disinfected at: least every two hours, or as needed based upon use...."

On May 1, 2020, the City Council received a staff report [Attachment A] and directed staff to allow access to city beaches, most city parks and city preserves with trails, for passive use - in accordance with the above referenced plan, and other COVID-19 response plans and procedures. The Discussion section of the staff report indicates "staff can secure supplemental sanitization services for the restrooms and common areas of these sites for enhanced public protection. Further, the Fiscal Analysis section of the staff report indicates that the approximate \$7,000 per week costs associated with these services would initially be expended from the department's operating budget. Accordingly, staff authorized an 'Extra Work' proposal from one of its grounds contractors (Park West Landscape) under an existing Parks Maintenance Services Agreement.

Since May 1, 2020, staff has been directed to allow active use at the referenced city parks, and to add and allow like use at the balance of the city parks and school sites (under joint use agreements with the city). Staff has also been subsequently directed to allow expanded use at city beaches. The addition of these sites and the expansion of use at all sites excepting preserves, consequently allowed for increased patronage, which in turn caused an increased need for sanitization services. Considering the COVID-19 response has continued for several months, and has no anticipated date of conclusion, staff determined the 'Extra Work' approach is no longer feasible due to the not-to-exceed value of the existing Parks Maintenance Services Agreement. Staff is therefore recommending the procurement procedures in this case be waived to obtain an as-needed sanitization services with another contractor as soon as practicable.

Community Services

Parks & Recreation Department

799 Pine Avenue, Suite 200 | Carlsbad, CA 92008 | 760-434-2826 t
 Sept. 15, 2020

Cheryl Gerhardt

July 10, 2020

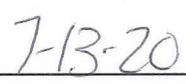
Page 2

Staff intends to establish a services agreement with Urban Corps of San Diego County to provide such as-needed sanitization services for bathrooms and other common area amenities at city beaches, parks and preserves with trail. A proposal from Urban Corps of San Diego for these services is attached for your review [Attachment B]. Urban Corps of San Diego is considered a quasi-government agency and has previously performed similar maintenance services for the city in a successful manner. The proposed services agreement will be in an amount not to exceed \$350,000. The term of the agreement will be for six months. A City Council staff report will be drafted for authorization of the services agreement and appropriation of the requisite funds.

Your signature approving the exemption will allow staff to proceed with requesting the City Council approve an agreement with Urban Corps of San Diego County.

Approval for Waiver


Cheryl Gerhardt, Finance Manager


Date

Attachments: A. May 1, 2020 Council Staff Report to Allow Access to City Beaches, Parks, Trails
B. Urban Corps of San Diego County Cost of Services.

CC: Shea Sainz, Senior Contract Administrator
Kyle Lancaster, Parks & Recreation Director
Bonnie Elliot, Senior Management Analyst



CITY COUNCIL
Staff Report

Meeting Date: Sept. 15, 2020

To: Mayor and City Council

From: Scott Chadwick, City Manager

Staff Contact: Vicki Quiram, General Manager
vicki.quiram@carlsbadca.gov, 760-438-2722

David Hull, Associate Engineer
david.hull@carlsbadca.gov, 760-603-7322

Subject: Acceptance of Bids and Award of Contract to HWK Construction Services for the Poinsettia Lift Station Force Main Hydraulic Surge Protection Project

Recommended Action

Adopt a resolution accepting bids and awarding a contract to HWK Construction Services for construction of the Poinsettia Lift Station Force Main Hydraulic Surge Protection, Capital Improvement Program Project No. 5503-14, in an amount not to exceed \$377,304.

Executive Summary

The project includes installation of a pneumatic surge tank and related equipment necessary to protect the Poinsettia Lift Station's force main pipeline from hydraulic surge impacts. The improvements will help increase the useful life of the pipeline and reduce the risk of pipeline breaks and subsequent sanitary sewer spills.

On March 10, 2020, the City Council adopted Resolution No. 2020-047, approving the plans and specifications, and authorizing advertisement of the project for construction bids. The project was advertised using the city's formal bidding procedures. Construction bids were received on July 22, 2020. The lowest responsive and responsible bidder was HWK Construction Services with a bid in an amount of \$377,304.

Carlsbad Municipal Code Sections 3.28.080(C) and 3.28.080(I)(6) require the City Council to award all formally bid contracts when the value exceeds \$200,000, which makes the project subject to this requirement. Staff recommends award of the construction contract to HWK Construction Services in an amount not to exceed \$377,304.

Discussion

Sewer lift stations pump wastewater into force main pipelines and convey it to a higher elevation, where the pressurized wastewater transitions into a non-pressurized gravity flow pipeline system. Force mains are inherently exposed to hydraulic surge pressures in typical operational conditions and can be severely damaged by sudden unpredictable flow changes due to power outages and mechanical pumping failures. The forces generated by the pressure surges can cause significant damage to infrastructure resulting in pipeline ruptures and wastewater spills.

The Public Works Branch, Utilities Department, completed a surge monitoring analysis with consultant Blacoh Industries for 10 of the city’s force mains and the Buena Vista Lift Station, which is jointly owned by the City of Carlsbad and the City of Vista. The monitoring results identified potential issues at three lift stations and recommended further investigation. The Poinsettia Lift Station force main was identified as the most critical and a computer surge model analysis was completed by Northwest Hydraulic Consultants on July 19, 2019. The analysis detailed recommendations for improvement alternatives, including installation of a surge tank system at the lift station. The report’s recommended improvements are included in the project.

The remaining two lift stations are under investigation, in the planning stage of project development, and are not included in this project.

On July 22, 2020, eight electronically submitted bids were received for construction of the project. Staff reviewed these bids and determined that HWK Construction Services is the lowest responsive and responsible bidder. The contract documents for construction contain general performance standards and reference technical specifications, which if not met, allow the city to withhold payment. The contract documents also require the contractor to provide the city with a one-year warranty period for the work performed.

Fiscal Analysis

Sufficient sewer replacement funds are available in the Sewer Line Replacement and Refurbishment Program, Capital Improvement Program Project No. 5503, to complete the project. A summary of estimated construction costs and available funds is shown below:

Sewer Line Replacement and Refurbishment Program Capital Improvement Program Project No. 5503	
Project appropriation	\$7,376,445
Project expenditures/encumbrances	\$3,837,776
Total available funding	\$3,538,669

Poinsettia Lift Station Hydraulic Surge Protection Capital Improvement Program Project No. 5503-14	
Construction contract	\$377,304
Construction contingency (estimated)	\$75,500
Construction management, inspection, material testing, communications services and design support (estimated)	\$90,000
Total estimated construction costs	\$542,804
Remaining balance	\$2,995,865
Additional appropriation needed	\$0

Next Steps

Once the contract documents are fully executed, staff will issue a purchase order, schedule a pre-construction meeting with HWK Construction Services and issue a notice to proceed for construction. The duration of the construction contract is 150 working days, exclusive of rain days and change orders that may extend the contract duration.

The city will also contract with a communications consultant to provide public outreach services throughout construction. Upon successful completion, a notice of completion to release bonds will be recorded.

Environmental Evaluation (CEQA)

The Project is categorically exempt from environmental review per California Environmental Quality Act Guidelines Section 15303(d) – “new construction of small structures,” which includes utility extensions.

Public Notification

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date. Prior to start of construction, the public will be notified of construction activities using media methods such as signage, email, website and other city communication channels. The construction contractor will also be required to notify the public of construction activities via door hangers as necessary.

Exhibits

1. Resolution
2. Location map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, ACCEPTING BIDS AND AWARDING A CONTRACT TO HWK CONSTRUCTION SERVICES FOR CONSTRUCTION OF THE POINSETTIA LIFT STATION FORCE MAIN HYDRAULIC SURGE PROTECTION, CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT NO. 5503-14 (PROJECT), IN AN AMOUNT NOT TO EXCEED \$377,304.

WHEREAS, the City Council of the City of Carlsbad, California, has determined it necessary, desirable, and in the public interest to construct the Project; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-047 approving plans and specifications and authorizing advertisement for bids for construction of the Project; and

WHEREAS, eight electronically submitted bids were received on July 22, 2020 for construction of the Project; and

WHEREAS, HWK Construction Services submitted the lowest responsive and responsible bid to construct the Project in an amount of \$377,304; and

WHEREAS, Carlsbad Municipal Code Sections 3.28.080(C) and 3.28.080(I)(6) require the City Council to award all formally bid contracts when the value exceeds \$200,000; and the Project is subject to this requirement; and

WHEREAS, the Project is part of the Sewer Line Replacement and Rehabilitation Program, CIP Project No. 5503; and

WHEREAS, there are sufficient funds appropriated to the Sewer Line Replacement and Rehabilitation Program, CIP Project No. 5503, to complete construction of the Project; and

WHEREAS, Carlsbad Municipal Code Sections 3.28.040(C)(5) and 3.28.090(B) authorize the city manager to approve change orders in an amount equal to the contingency set at the time of Project award; and

WHEREAS, the City Planner has considered the potential environmental effects of installing a pneumatic surge tank and related equipment necessary to protect the Poinsettia Lift Station's force main pipeline from hydraulic surge impacts and determined that the Project is categorically exempt from the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15303(d) and that no exception to the exemption as set forth in CEQA Guidelines section 15300.2 applies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Planner has determined that the Project, and installation of a pneumatic surge tank and related equipment necessary to protect the Poinsettia Lift Station's force main pipeline from hydraulic surge impacts, is categorically exempt from the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15303(d) and that no exception to the exemption as set forth in CEQA Guidelines section 15300.2 applies.
3. That the lowest responsive and responsible bid of \$377,304 submitted by HWK Construction Services for construction of the Project, is accepted and the mayor is hereby authorized to execute a contract for the Project.
4. That the city manager or designee is hereby authorized to approve construction change orders up to the amount of \$75,500 for the Project.
5. That the award of this contract is contingent upon HWK Construction Services executing the required contract and submitting the required bonds and insurance policies, as described in the contract, within 20 days of adoption of this Resolution. The city manager may grant reasonable extensions of time to execute the contract.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

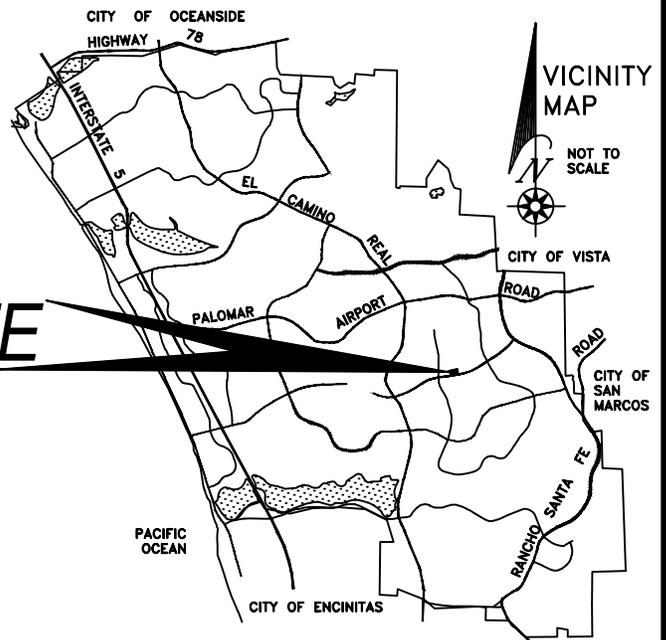
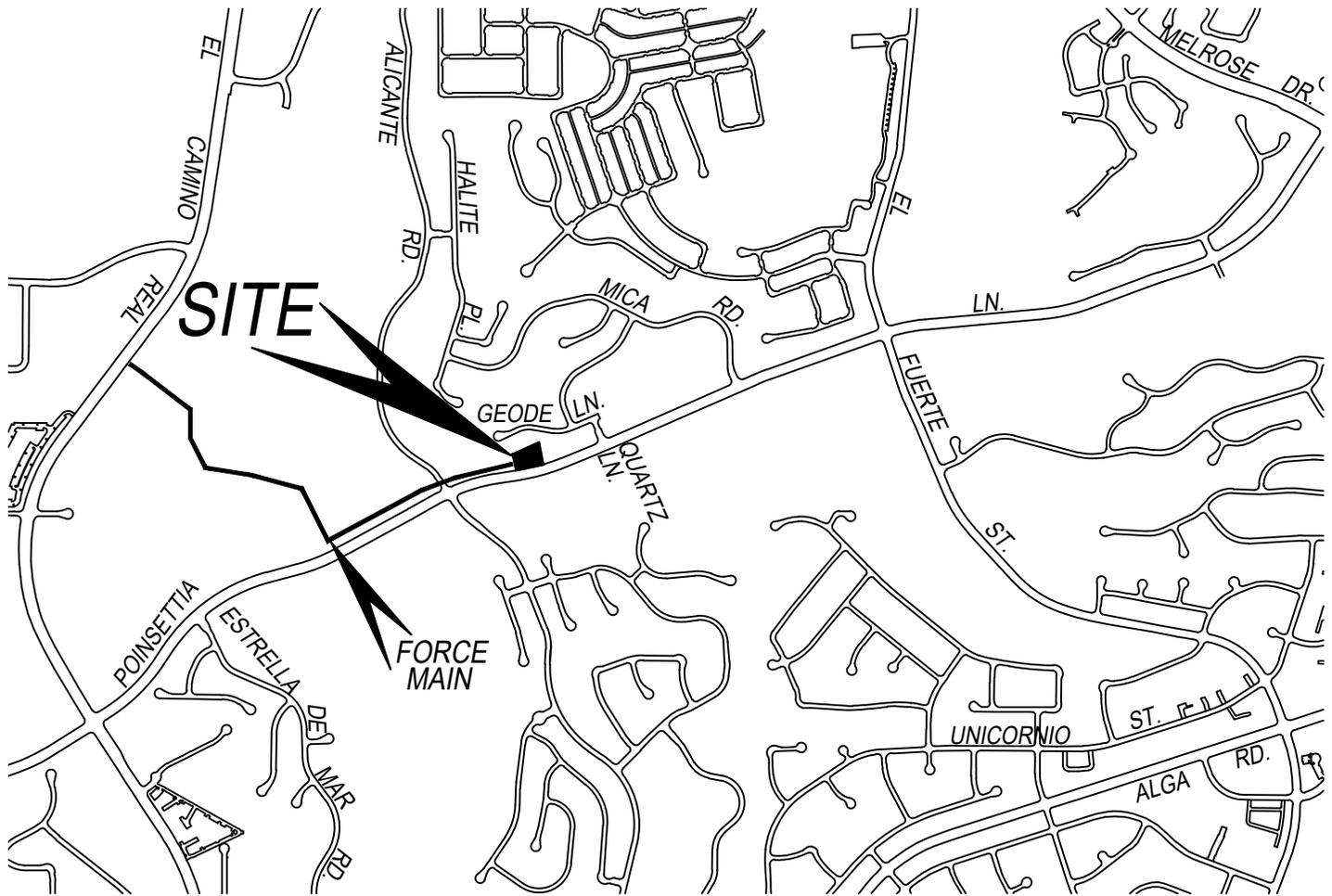
ABSENT:

MATT HALL, Mayor

BARBARA ENGLESON, City Clerk

(SEAL)

LOCATION MAP



PROJECT NAME

POINSETTIA LIFT STATION HYDRAULIC SURGE PROTECTION

PROJECT NUMBER
5503-14

EXHIBIT
2

Sept 15, 2020

Page #2 Page 7 of 7



CITY COUNCIL
Staff Report

Meeting Date: Sept. 15, 2020
To: Mayor and City Council
From: Scott Chadwick, City Manager
Staff Contact: Emad Elias, Associate Engineer
emad.elias@carlsbadca.gov, 760-602-7558
Subject: Approval of Plans and Specifications and Authorization to Advertise for Bids for the Fiscal Year 2020-21 Pavement Overlay

Recommended Action

Adopt a resolution approving the plans and specifications, and authorizing the city clerk to advertise for bids for the fiscal year 2020-21 Pavement Overlay, Capital Improvement Program Project No. 6001-200L.

Executive Summary

This Project is part of the City of Carlsbad's ongoing Pavement Management Program. The project will overlay the following streets: El Camino Real between Cannon Road and College Boulevard, El Camino Real between Arenal Road and Levante Street, and Batiquitos Drive between Poinsettia Lane and Camino De Las Ondas (see location map, Exhibit 2.) Given the City Council's authorization, staff will advertise the project for construction bids.

Carlsbad Municipal Code Section 3.28.080(E) requires the City Council to adopt plans and specifications for all construction projects that are to be formally bid upon when the value exceeds the \$200,000 limit established by the Public Contract Code, including the alternative provisions of the Uniform Public Construction Cost Accounting Act. The cost of the project is estimated at \$5,205,000, so the project is subject to the requirement.

Staff recommends approval of the plans and specifications, and requests authorization for the city clerk to advertise for construction bids.

Discussion

The program uses a set of ongoing activities and practices to assess the city's roadway pavement conditions. Depending on the pavement conditions, the program uses appropriate treatment methods to preserve and maintain city streets, enhance safety, improve pavement conditions and extend the life of the roadway system. The program relies on computerized pavement condition predictive modeling and analyses, as well as visual observation and engineering assessment by city staff. Staff also evaluate various maintenance and rehabilitation options, and select the most appropriate option based on the pavement conditions and how the work will maximize the value and life of the city's pavement network.

The pavement maintenance and rehabilitation activities on portions of El Camino Real and Batiquitos Drive will be accomplished by utilizing a cost-effective, long-lasting and

environmentally friendly rehabilitation method, referred to as cold in-place recycling. This is a continuous multistep paving process in which the existing asphalt pavement is removed and reused using specialized equipment that cold mills the asphalt pavement. It includes removing the top four inches of the existing asphalt surface and blending the reclaimed material with an asphalt recycling agent. The blended mix is then redeposited and compacted in-place using paving equipment. Once the cold in-place recycling is cured, the pavement is overlaid with a new asphalt surface layer.

As the name implies, this cold process does not require additional heat during the grinding and construction operations, which means less energy is required to produce the final material. Cold processing also reduces the initial project, lifecycle and trucking costs, along with greenhouse gas emissions and other environmental impacts associated with the conventional rehabilitation options. Additionally, the process can be used to repair relatively deep asphalt distresses, such as rutting and fatigue cracking that cannot be fixed by a conventional surface treatment or an overlay.

On top of the cold processed section, the project will add a polymer-modified asphalt concrete surface layer. This layer includes a warm mix additive, which will assist with pavement compaction operation and allow for asphalt production and pavement construction at reduced temperatures. This will result in lower energy consumption, lower quantity of greenhouse gas emissions and lower lifecycle environmental burden, consistent with the City of Carlsbad's Climate Action Plan objectives.

The combination of the cold processing and polymer-modified asphalt concrete with warm mix additive will provide a more durable pavement material, which is expected to provide increased resistance to rutting, fatigue cracking and other pavement distresses and extend the life of the pavement. These pavement improvements will result in enhanced rideability, improved safety, reduced maintenance and overall lifecycle costs.

In addition to creating a new pavement surface, staff typically reviews and refines, if necessary, the striping and pavement markings to improve safety for all modes of travel. Typical striping and pavement marking refinements include adding new bike lanes or enhancing existing bike lanes, where sufficient space exists. In some cases, traffic calming measures such as narrowing travel lanes and/or adding pavement legends that provide guidance to the drivers and bicyclists are implemented.

As part of the project, staff is proposing to narrow the travel lanes in both directions of El Camino Real between Cannon Road and College Boulevard, and between Arenal Road and Levante Street, from 12 feet to 11 feet, and add 3-foot-wide striped buffers to the existing 8-foot-wide Class-II, on-road bike lanes.¹ The project will also include adding dashed green pavement markings at the right-turn lanes vehicle-bike conflict zones. These striping modifications are intended to improve safety for bicyclists along El Camino Real by providing greater shy distance between motor vehicles and bicyclists and increasing the visibility of

¹ California's Streets and Highways Code defines a Class II bikeways as those that "provide a restricted right-of-way designated for the exclusive or semi exclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with vehicle parking and crossflows by pedestrians and motorists permitted."

bicyclists along the corridor. Sighting distance is the distance from the edge of the traveled way beyond which a roadside object will not be perceived as an immediate hazard by the typical driver to the extent that the driver will react.

Traffic and Mobility Commission recommendation

At its meeting on May 4, 2020, the Traffic and Mobility Commission voted unanimously 7-0 to support staff’s recommendation to implement the Pavement Management Program – Fiscal Year 2020-21 Pavement Overlay Project, Capital Improvement Project No. 6001-200L. The approved minutes for this meeting are provided in Exhibit 3.

At the time of the Traffic and Mobility Commission meeting, staff had originally intended to include slurry seal resurfacing on El Camino Real between College Boulevard and Faraday Avenue as part of this project. After the Traffic and Mobility Commission meeting, staff determined that the slurry seal resurfacing for this segment would be more cost-effective and efficient if it was removed from this project and included as part of the upcoming FY 2020-21 Slurry Seal project. Staff is currently working on the FY 2020-21 Slurry Seal project and will bring it to City Council for approval of plans and specifications, and authorization to bid, later this year.

Fiscal Analysis

There are sufficient funds available to complete the project. Funding consists of non-jurisdictional fees (generated from trash haulers), gas tax and TransNet funds. Remaining program funds will be used on future pavement rehabilitation and resurfacing projects. The available funds and estimated construction costs are shown in the following table:

PAVEMENT MANAGEMENT PROGRAM, CIP PROJECT NO. 6001	
Current appropriation	\$10,923,694
Current year expenditures/encumbrances	\$1,295,238
TOTAL AVAILABLE	\$9,628,456
FY 2020-21 PAVEMENT OVERLAY, CIP PROJECT NO. 6001-200L	
Construction contract (engineer’s estimate)	\$4,732,000
Construction contingency (estimated)	\$473,000
Construction management, inspection, and material testing (estimated)	\$473,000
TOTAL ESTIMATED CONSTRUCTION COSTS	\$5,678,000
REMAINING BALANCE AFTER CIP No. 6001-200L	\$3,950,456
ADDITIONAL APPROPRIATION NEEDED	\$0

Next Steps

Given the City Council's approval, staff will advertise a request for bids to construct the project. Responses will be evaluated, and the lowest responsive and responsible bidder will be identified by city staff. Staff will then return to City Council with a recommendation to award the contract to the identified bidder. This is expected to be in early 2021. The typical time from authorization to bid to the execution of the construction contract is four to six months. The construction contract for the project provides for about three months to construct the improvements.

Environmental Evaluation (CEQA)

The project is exempt from the California Environmental Quality Act per Guidelines Section 15301(c) – minor alteration of existing facilities including streets, sidewalks, gutters and similar facilities involving negligible or no expansion.

Public Notification

Public notice of this item was posted in accordance with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

Exhibits

1. Resolution
2. Location map
3. Approved minutes of the May 4, 2020, Traffic and Mobility Commission meeting
4. Plans, specifications and contract documents ([on file in the Office of the City Clerk](#))

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE FISCAL YEAR (FY) 2020-21 PAVEMENT OVERLAY, CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT NO. 6001-200L (PROJECT).

WHEREAS, the City Council of the City of Carlsbad, California, has determined it necessary, desirable and in the public interest to overlay city streets in accordance with the city's ongoing Pavement Management Program (Program); and

WHEREAS, the plans, specifications and contract documents for the Project have been prepared, are on file in the city clerk's office and are incorporated herein by reference; and

WHEREAS, the FY 2020-21 Pavement Overlay Project will overlay the following streets: El Camino Real between Cannon Road and College Boulevard, El Camino Real between Arenal Road and Levante Street, and Batiquitos Drive between Poinsettia Lane and Camino De Las Ondas; and

WHEREAS, the Carlsbad Municipal Code (CMC) Section 3.28.080(E) requires City Council to adopt plans and specifications for all construction projects that are to be formally bid when the value exceeds the limits established by the Public Contract Code including the alternative provisions of the Uniform Public Construction Cost Accounting Act, which is \$200,000, and the Project is estimated at \$5,205,000; and

WHEREAS, sufficient Program funds are available to complete the Project; and

WHEREAS, the City Planner has considered the potential environmental effects of overlaying the city streets described in this Resolution and has determined that the Project will not have a significant effect on the environment because it involves a minor alteration of existing streets, involving negligible or no expansion of use; pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301(c).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Planner has determined that the Project to overlay the streets designated in this Resolution is categorically exempt from CEQA pursuant to CEQA Guidelines

Section 15301(c) and that no exception to the exemption as set forth in CEQA Guidelines Section 15300.2 applies.

3. That the plans, specifications and contract documents for the Project, incorporated herein and on file in the city clerk's office, are hereby approved by the City Council.
4. That the city clerk is hereby authorized and directed to publish, in accordance with State law, a notice to contractors inviting bids for the construction of the Project, in accordance with the plans, specifications and contract documents referred to herein.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the ___ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

MATT HALL, Mayor

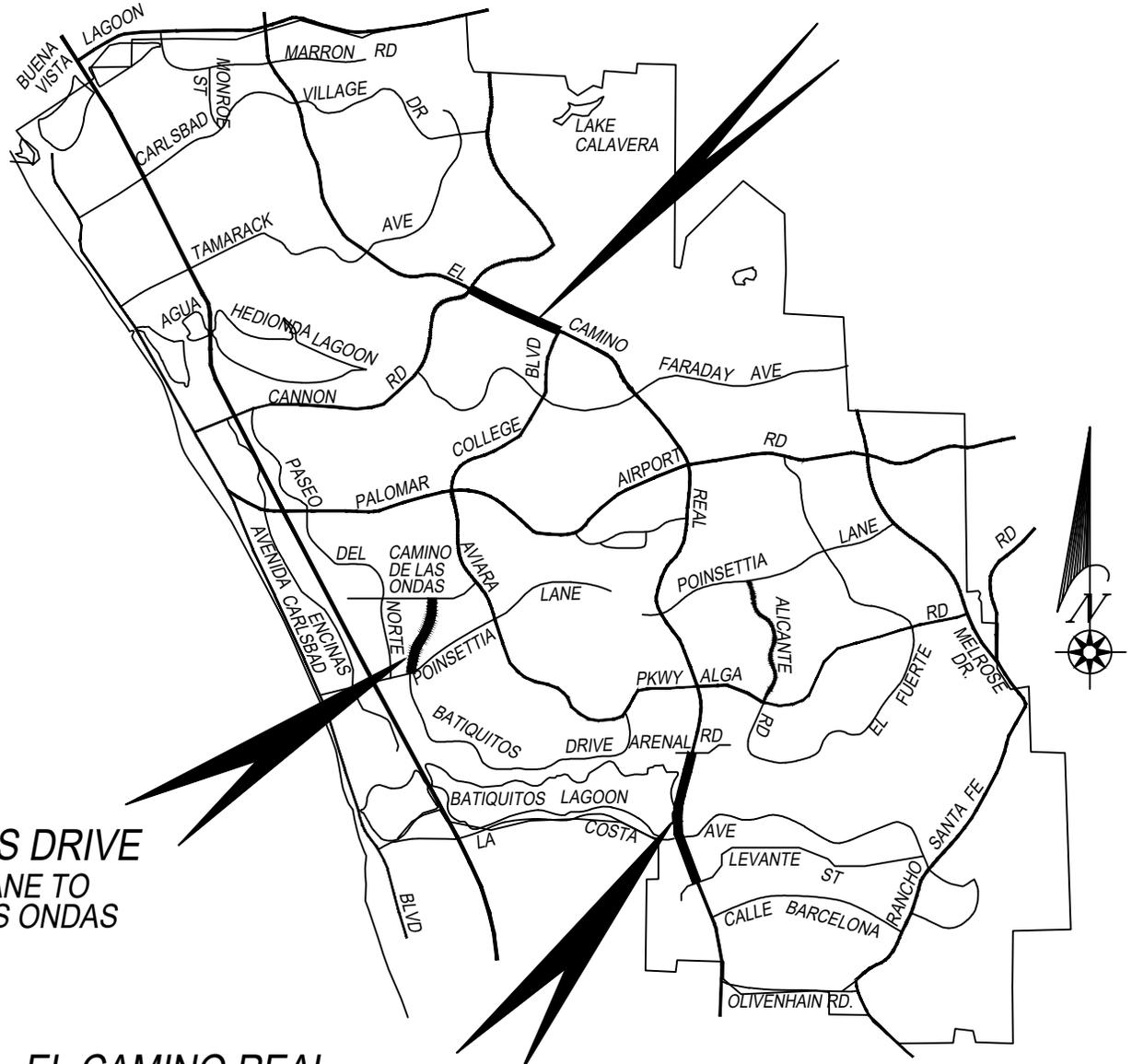
BARBARA ENGLESON, City Clerk

(SEAL)

LOCATION MAP

Exhibit 2

*EL CAMINO REAL
CANNON ROAD TO COLLEGE BOULEVARD*



*BATIQUITOS DRIVE
POINSETTIA LANE TO
CAMINO DE LAS ONDAS*

*EL CAMINO REAL
ARENAL ROAD TO LEVANTE STREET*

VICINITY MAP

NOT TO SCALE

PROJECT NAME

2020-21 PAVEMENT OVERLAY

PROJECT
NUMBER

6001-2001

EXHIBIT

2

Sept. 15, 2020

Item # 3 Page 7 of 15



TRAFFIC AND MOBILITY COMMISSION

Minutes

Council Chambers
1200 Carlsbad Village Drive
Carlsbad, CA 92008

Monday, May 4, 2020, 3:00 p.m.

CALL TO ORDER: Chair Gocan called the Meeting to order at 3:09 p.m.

ROLL CALL: Present: Gocan, Johnson, Hunter, Penseyres, Fowler, Linke and Perez.

APPROVAL OF MINUTES:

This meeting was conducted virtually via Zoom due to the stay-at-home order for COVID-19.

Motion by Commissioner Linke seconded by Commissioner Hunter, to approve the minutes for April 6, 2020, as amended.

Motion carried 7/0

PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA:

No public comments

Transportation and Mobility Manager Schmidt asked the Chair to switch Item 6 – Fiscal Year 2020-21 Pavement Overlay with Item 4 – Traffic Calming on College Boulevard.

DEPARTMENTAL REPORTS:

1. POLICE MONTHLY REPORT – (Staff contact: Lieutenant Christie Calderwood, Police Department)

Staff Recommendation: Informational only

Lieutenant Calderwood reported that the police department continues to enforce a “No Parking” on Carlsbad Boulevard leading to the beach. Due to the COVID-19 the OTS grant program is on pause and is being re-evaluated. The month of May is the National Bicycle and Motorcycle Safety Month.

2. SANDAG RAILROAD TRENCH INFORMATION – (Staff Contact: Hossein Ajideh, Public Works and Linda Culp, SANDAG).

Staff Recommendation: Informational only

Principal Regional Planner SANDAG Culp and Engineering Manager Ajideh presented the Carlsbad Village Railroad Trench Alternatives Analysis with two trench alternatives. Cost estimates/public outreach/evaluation of the positives and negatives of each alternative were presented. Presentation is on file with the office of the City Clerk.

- Commissioner Perez inquired about minimizing the railroad operations during construction.
- Principal Regional Planner SANDAG Culp answered that the railroad operations will continue during construction with minor alterations.
- Commissioner Penseyres inquired about the timeframe to fund the project and start construction.
- Principal Regional Planner SANDAG Culp explained that SANDAG has a list of projects and addresses each one based on the phase of development.
- Commissioner Linke inquired about the funding of the project for the next phases.
- Principal Regional Planner SANDAG Culp explaining that there is no additional funds for this project on SANDAG's side.
- Deputy City Manager Gomez explained that there were funds allocated for this initial phase and used but because of Proposition H requirement (one-million-dollar threshold) the city will have to go to vote for this project.
- Commissioner Fowler inquired about the impact of the Del Mar Bluffs Stabilization project on the Railroad Trench Project.
- Principal Regional Planner SANDAG Culp said that the Del Mar Bluffs project is at the top five on the priority list, but the Railroad Trench project will continue to be active on their list.

Rosita Sisson, a Carlsbad resident, send an email with the following question:

Has the City of Carlsbad made a financial commitment to contribute to the trenching project in any of its phases, including the current phase?

Principal Regional Planner SANDAG Culp said yes, the first phase feasibility studies the city funded part of it (the economic analysis) and the current phase alternatives analysis was funded 100% by the City of Carlsbad.

3. MELROSE AT PALOMAR AIRPORT ROAD IMPROVEMENTS— (Staff Contact: Brandon Miles and Hossein Ajideh, Public Works)

Staff's Recommendation: Approve staff recommendations

Engineering Manager Ajideh and Associate Engineer Miles presented the Melrose Drive Improvements at Palomar Airport Road, Capital Improvement Program (CIP) Project No. 6034 (Project) providing operational improvements consistent with the city's General Plan Mobility Element. Presentation is on file with the office of the City Clerk.

- Commissioner Hunter inquired about the possibility to include a left turn bicycle lane, it would be a pilot program because there are no left turn bike lanes.
- Engineering Manager Ajideh said that staff can look at the request with the Traffic Division.
- Commissioner Perez asked if for the future presentations if staff could provide a street view, virtual view of the layout.
- Associate Engineer Miles said yes.
- Commissioner Penseyres inquired about the southbound on Melrose Drive if it is possible to make the bike lane wider and painted green.
- Associate Engineer Miles said that staff will work with the Traffic Division to make possible enhancing the bike lane as requested.
- Commissioner Penseyres inquired about the northbound on Melrose Drive and the possibility of having a left turn lane designated for bicycles.

- Associate Engineer Miles answered that staff will work with Traffic Division look at the proper design guidelines on the request.
- Transportation Director confirmed that staff will look at the proper design guidelines and the current measure is to paint the bike lane green on conflicting areas.

Motion by Commissioner Hunter seconded by Commissioner Linke to approve staff recommendation to implement operational improvements on Melrose Drive at Palomar Airport Road CIP Project No. 6034, including the stripping on northbound Melrose Drive.

Motion carried: 7/0

4. FISCAL YEAR 2020-21 PAVEMENT OVERLAY– (Staff Contact: Emad Elias, Public Works)

Staff's Recommendation: Approve staff recommendations

Engineering Manager Ajideh and Associate Engineer Elias presented the Pavement Management Program Implementation - Fiscal Year (FY) 2020-21 Pavement Overlay Project (Project), Capital Improvement Program (CIP) Project No. 6001-200L. Presentation is on file with the office of the City Clerk.

- Commissioner Hunter inquired about the future project to add a third lane on El Camino Real from Jackspar Drive to Sunny Creek Drive and the overlay pavement getting damaged during construction.
- Engineering Manager Ajideh explained that if City Council approves the project to add a third lane on El Camino Real, staff will revise the roads selected for pavement overlay.
- Commissioner Penseyres was happy to see dedicated right turn lane because it makes it safer for cyclists but he pointed out that several intersections do not have dedicated right turn lane and it makes unsafe for the cyclists.
- Deputy City Manager Gomez shared with the commissioners that Street Maintenance Division is now under Transportation Department.
- Commissioner Linke noted that he submitted questions related to this item and he inquired about the Pavement Condition Index (PCI) numbers for the three streets.
- Engineering Manager Ajideh answered that he could share the model numbers of the PCI with him but overall the range of PCI in those areas are mid to high 60 based on the model.
- Commissioner Linke is in favor of doing pavement overlays when necessary and improving bike lanes whenever possible. However, he sees that large proportion of TransNet funds have been used over the years for these repair projects, which instead could use general funds without generating a Proposition H election requirement. Therefore, he would like to see the TransNet funds re-allocated to street improvement projects, like the extension of College Boulevard, which are more likely to be subject to Proposition H.
- Engineering Manager Ajideh said that for the next two years staff will not use the TransNet funds for pavement overlay because of a surplus funds that the city has with Trash Haulers.
- Deputy City Manager Gomez mentioned the availability of the SB 1 funds which is relatively new and will give us an opportunity to review the program's funding holistically.
- Chair Gocan observed that the last pavement overlay looked like a paint over the road, over the cracks and weeds that were growing in the asphalt. She inquired about staff inspecting the job and doing a quality control.

Motion by Commissioner Hunter, seconded by Commissioner Penseyres, to approve staff recommendations to implement the Pavement Management Program - Fiscal Year (FY) 2020-21 Pavement Overlay Project, Capital Improvement Program (CIP) Project No. 6001-200L
Motion carried: 7/0

Motion by vice-Chair Johnson, seconded by Commissioner Perez to take a five minutes break.
Chair Gocan observed that all the commissioners agreed and no vote was taken.

5. RECTANGULAR RAPID FLASHING BEACONS AT THREE LOCATIONS - (Staff Contact: Edd Alberto, Public Works)

Staff's Recommendation: Approve staff recommendations

Associate Engineer Alberto presented the recommendation to install Rectangular Rapid Flashing Beacons (RRFB) at the intersections of Paseo Del Norte/Elder Court, Monroe Street/Magnolia Avenue, and Salk Avenue/Fermi Court. Capital Improvement Program (CIP) Project No. 6070. Presentation is on file with the office of the City Clerk.

- Commissioner Hunter inquired about the location on Salk Avenue and the reasoning behind the installation of the RRFB; was it because of the TaylorMade Golf course on one side and the test range on the other side.
- City Traffic Engineer Kim said yes and because of TaylorMade Golf course employee's request.
- Commissioner Perez asked if the RRFB is like the ones installed on Tamarack Avenue.
- Associate Engineer Alberto said yes.
- Commissioner Penseyres inquired about the point system for prioritizing crossing locations that staff developed. He believes that intersections with a reported pedestrian collision should be on the top of the list.
- City Traffic Engineer Kim answered that staff uses the point system from the City of San Diego Crosswalk Policy and five points were given if there was a pedestrian-related accident at the intersection.
- Vice-chair Johnson inquired about intersection on Salk Avenue/Fermi Court, there are no schools and very segregated location.
- City Traffic Engineer Kim said it was related to the speed limit on Salk Avenue and the TaylorMade Golf course employees request.
- Chair Gocan explained that the signs are not tall enough and the spacing between the signs should be bigger to make it more visible.
- Associate Engineer Alberto said that staff will consider the request and look to the possibility of making changes.
- City Traffic Engineer Kim said that the RRFB signs are standardized by the FHWA as an interim approval granted to California. The city is following the guidelines found in the FHWA interim approval.

Motion by Commissioner Linke, seconded by Commissioner Hunter to approve staff recommendations to install Rectangular Rapid Flashing Beacons at the intersections of Paseo Del Norte/Elder Court, Monroe Street/Magnolia Avenue, and Salk Avenue/Fermi Court. CIP No. 6070.
Motion carried: 7/0

6. TRAFFIC CALMING ON COLLEGE BOULEVARD - (Staff Contact: John Kim, and Tom Frank, Public Works) –

Staff's Recommendation: Approve staff recommendations

City Traffic Engineer Kim and Transportation Director Frank presented the Traffic Calming on College Boulevard requesting T&MC to support staff's recommendation provided in the staff report as Option 1 – Radar Speed Feedback Signs. Presentation is on file with the office of the City Clerk.

Public comments submitted via email prior to the T&MC meeting:

Calavera Hills Traffic Safety Group, constituted of 21 Carlsbad residents submitted a letter with a survey results on the Traffic Calming on Carlsbad Boulevard options presented by staff. The survey shows that Calavera Hills Traffic Safety Group chose Option 1, as recommended by staff. Letter is on file with the office of the City Clerk.

- Commissioner Perez agreed that Option 1 is a good option but he believes that the speed limit, level of congestion and traffic behavior should be taken in consideration to make an informed decision. College Boulevard is a dynamic road with different speed limits, congestion levels, and traffic behavior throughout the day due to two schools affecting College Boulevard between northern city limits and Cannon Road.
- Commissioner Penseyres does not believe that Option 1 will solve the problem, but it might only delay the problem temporarily. He is in favor of the Option 1 because it was supported by the Calavera Hills Traffic Safety Group.
- Commissioner Linke thanked staff for providing 5 years of collision data where everyone can see the clusters of collisions close to schools. Commissioner Linke inquired about speed data available for this area.
- City Traffic Engineer Kim explained that we have speed survey data on file that was collected to determine speed limits but those are limited to off-peak hours on a given day. Once the speed feedback signs are installed, the city can collect data 24 hours a day.
- Commissioner Linke inquired if the city has data on the efficiency of the speed feedback signs installed on other areas.
- City Traffic Engineer Kim answered that most of the speed feedback signs in the city are located on residential areas and not arterials like College Boulevard. On residential streets, decreases around 5 mph were observed.
- Commissioner Linke inquired about installing a restricted "right turn on red" on the intersection of College Boulevard and Tamarack Avenue.
- Commissioner Linke showed photos of the southern Tamarack Avenue intersection with Carlsbad Boulevard during the morning rush hour, highlighting a school crossing guard's concerns about (1) conflicts between pedestrians crossing College and vehicles going eastbound on Tamarack turning left (north) onto College, and (2) conflicts between bicyclists and vehicles traveling northbound on College.
- Commissioner Linke expressed concern about the cluster of collisions near the Calavera Hills schools and expressed support for speed feedback signs as an initial step. He questioned whether the signs alone would be sufficient to resolve the problem and supported continued exploration of the feasibility of intersection changes.
- City Traffic Engineer Kim said that the city is evaluating if "no right turn on red" could be feasible and if we could restrict the time it would be in operation.

- Commissioner Fowler wanted clarification that College Boulevard was built as a major arterial per standards in the Circulation Element of the previous General Plan.
- Transportation Director Frank explained that California roads were built primarily for vehicles and the new Mobility Element calls for revising the roads as Complete Streets and that will be costly.
- City Traffic Engineer Kim explained that College Boulevard was built as an arterial based on the previous General Plan and once the Mobility Element was implemented College Boulevard continued to be labeled as an arterial.
- Commissioner Hunter inquired about the speed limit survey data when it was done and what was the 85th percentile.
- City Traffic Engineer Kim said that the survey was collected in October of 2018 and the 85th percentile was 48mph based on 100 vehicles.

Motion by Commissioner Hunter, seconded by Commissioner Linke, to approve staff's recommendations to implement Option 1 – Radar Speed Feedback Signs, adding to re-evaluate the item later and collect speed survey data.

Motion carried: 7/0

Motion by Commissioner Hunter, seconded by Commissioner Fowler to take a five minutes break.

Motion carried: 7/0

7. VEHICLE MILES TRAVELED THRESHOLDS AND SCREENING CRITERIA – (Staff Contact: Jason Geldert and Jennifer Horodyski, Community and Economic Development)

Staff's Recommendation: Approve staff recommendations

Engineering Manager Geldert is asking the T&MC to recommend to City Council the adoption of a resolution to approve citywide the Vehicle Miles Traveled thresholds and screening criteria pursuant to Senate Bill 743.

- Commissioner Linke stated that the City of Carlsbad is approaching build-out and asked what proportion of development projects, remain to be done that could be subject to the Vehicle Miles Traveled (VMT) guidelines.
- Engineering Manager Geldert answered that currently we have 2 or 3 projects that will have to evaluate VMT, but did not have exact numbers. He estimated that quite a few projects are expected to be subject to VMT analysis guidelines.
- Commissioner Linke asked about the following hypothetical scenario: In the area that is mostly the Village and the Barrio (light blue area shown in the power point), per capita VMT is 85% or less than the city average so, under the 2,400 ADT threshold, does that mean that anyone could build a residential area up to 240 single-family homes, or 400 apartments, or a 600-unit retirement community and not be subject to the VMT analysis?
- Associate Engineer Horodyski explained that yes, according to the VMT guidelines, if the city average is more than 15%, the area would not be subject to the VMT guidelines.
- Commissioner Linke is concerned that a developer could build a 600-unit apartment complex in one of the light blue zones and be able to say that we are not generating vehicle miles out of the 600 units as an example.

- Engineer Manager Geldert explained that he understands Commissioner Linke concerns and he agrees that any project based on this example would generate VMT however, the metric that we are using is an efficiency metric which means that is a VMT per person.
- Project Manager Cole stated the key here is the efficiency metric uses an existing apartment complex that on average is generating 15 VMT per person and if another apartment complex is built nearby the expectation is that it will be like the existing neighbors.
- Commissioner Linke expressed concern that, with the proposed thresholds, the city would not be able to compel even relatively large developments to fund any mitigation measures like transit or other Transportation Demand Management (TDM) measures that could be used to encourage the new residents to not drive their cars.
- Commissioner Linke asked if there is anything that has been customized or is unique for the City of Carlsbad.
- Associate Engineer Horodyski explained that City of Carlsbad has a couple of thresholds and screening criteria that are unique, one is the threshold for Office projects and the other is the Industrial projects.
- Commissioner Linke inquired about harmonizing CEQA rules/TDM rules/ Growth Management Program (GMP) rules/VMT and Level of Service (LOS).
- Associate Engineer Horodyski explained that staff will continue to require both analysis: one for CEQA one for local Traffic Impact Analysis (TIA) and will combine into one document.
- Engineering Manager Geldert stated that as a result of harmonizing the documents staff will develop TIA guidelines, addressing the rules and regulations cited above.
- Commissioner Perez inquired if the development of Robertson's Ranch will affect VMT.
- Director of Traffic Engineering Ruehr answered that for the analysis of this specific commercial project, Robertson's Ranch, it is assumed that this development would decrease VMT.
- Commissioner Penseyres pointed out that one of the areas in the city under development is around Sage Creek High School and how the VMT would impact the residential development in the area.
- Engineering Manager Geldert answered that when analyzing VMT and it is found above the threshold there are mitigation measures that would be put in place.

Motion by Commissioner Linke, seconded by Commissioner Hunter to recommend to the City Council the adoption of a resolution approving citywide Vehicle Miles Traveled Thresholds and Screening Criteria pursuant to Senate Bill 743.

Motion carried: 7/0

CITY TRAFFIC ENGINEER COMMENTS:

City Traffic Engineer Comments: Attachment A

Transportation Planning and Mobility Manager Schmidt introduced the new Assistant City Attorney, Robby Contreras.

City Traffic Engineer Kim informed the commissioners that the Work Plan 20-2021 will be included in the Agenda for June 1, 2020.

Deputy City Manager Gomez asked the commissioners if they would like to have the Chief Innovation Officer, David Graham facilitating the Work Plan 20-2021 as he did for the Work Plan 19-2020.

Traffic and Mobility Commissioners agreed with Deputy City Manager Gomez suggestion.

TRAFFIC & MOBILITY COMMISSION COMMENTS:

Commissioner Linke mentioned that the first ad-hoc meeting on the Sustainable Mobility Plan went well and he is cautiously optimistic that they can make it better.

Commissioners Penseyres inquired about having an information on the Multimodal Level of Service, to better understand how it works.

Transportation Planning and Mobility Manager Schmidt said that it is staff intention to bring it to the T&MC and give a quick primer on how MMLOS is calculated for bicyclists and pedestrians.

Commissioner Penseyres explained his reasoning behind asking for more frequent street sweeping on a wider bicycle lane is to address the debris that accumulates on the bicycle lane.

Transportation Director Frank answered that staff will consider his request.

ADJOURNMENT:

Chair Gocan adjourned the Traffic & Mobility Commission Meeting on May 4, 2020, at 8:01 p.m.

Eliane Paiva

Eliane Paiva, Minutes Clerk



CITY COUNCIL
Staff Report

Meeting Date: Sept. 15, 2020
To: Mayor and City Council
From: Scott Chadwick, City Manager
Staff Contact: Faviola Medina, City Clerk Services Manager
 faviola.medina@carlsbadca.gov, 760-434-2959
Subject: 2020 General Election Poll Locations

Recommended Action

Adopt a resolution authorizing the use of the Calavera Community Park gym, Pine Avenue Community Center and Stagecoach Community Center as training centers and poll locations and waive any associated fees for their use in the 2020 General Election.

Executive Summary/Discussion

To ensure that all voters have access to in-person voting during the COVID-19 pandemic, Governor Newsom issued Executive Order N-67-20 requiring voting locations to be made available from Saturday, Oct. 31, 2020, through Monday, Nov. 2, 2020, from 8 a.m. until 5 p.m. and on Tuesday, Nov. 3, 2020, from 7 a.m. until 8 p.m.

California Elections Code Section 12283(b)(2) states, "If a ... county elections official specifically requests the use of a ... public building for polling places, or vote centers beginning up to 10 days before the election and continuing through election day, as well as during key dates necessary for drop-off, set-up and pick-up of election materials, as determined by the elections official, the governing body having jurisdiction over the particular ... public building shall allow its use for the purpose requested."

In keeping with that code section, the County of San Diego Registrar of Voters is requesting the use of the following city facilities as polling places:

- Calavera Community Park – Gym, 2997 Glasgow Dr.
- Pine Avenue Community Center, 3209 Harding St.
- Stagecoach Community Center, 3420 Camino de los Cocheros

These facilities are to be used for polling sites from Friday, Oct. 23, 2020, through Friday, Nov. 6, 2020. This includes dropping off the materials, setting them up, the actual voting, then breakdown and pick up.

The Registrar of Voters is also requesting the use of those facilities for training sites for poll worker staff on Saturday, Oct. 17, 2020, Monday, Oct. 19, 2020, and Tuesday, Oct. 20 through Thursday, Oct. 29, 2020 from 7 a.m. to 6 p.m., including the weekend.

Fiscal Analysis

There are no fiscal impact because the COVID-19 pandemic has already halted any potential revenue generated from the use of these facilities. The Calavera Community Park gym and Stagecoach Community Center have had all fall seasons cancelled and winter season will not be starting until January. There are no conflicting events at the Pine Community Center because scheduled after-school programming has been relocated to a different location within the facility.

California Elections Section Code 12283(b)(1) states, “The governing body having jurisdiction over ... public buildings may authorize the use of its buildings for polling places, or for vote centers, as described in Section 4005, beginning up to 10 days before the election and continuing through election day, and it may also authorize the use of its buildings, without cost, for the storage of voting machines and other vote-tabulating devices.”

Next Steps

Staff will provide the necessary parks and facilities use application to the San Diego Registrar of Voters for completion.

Environmental Evaluation (CEQA)

This action does not constitute a “project” within the meaning of the California Environmental Quality Act under California Public Resources Code Section 21065 in that it has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and therefore does not require environmental review.

Public Notification

Public notice of this item was posted in keeping with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours before the scheduled meeting date.

Exhibits

1. Resolution
2. 2020 poll site information request forms
3. Email requesting additional use of facilities for training

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING THE USE OF THE CALAVERA COMMUNITY PARK GYM, PINE AVENUE COMMUNITY CENTER AND STAGECOACH COMMUNITY CENTER AS TRAINING CENTERS AND POLL LOCATIONS FOR THE 2020 GENERAL ELECTION AND WAIVING ANY ASSOCIATED FACILITY USE FEES

WHEREAS, to ensure that all voters have access to in-person voting opportunities for the 2020 General Election, Governor Newsom issued Executive Order N-67-20 that voting locations be made available from Saturday, Oct. 31, 2020 through Monday, Nov. 2, 2020 from 8 a.m. until 5 p.m. and on Tuesday, Nov. 3, 2020 from 7 a.m. until 8 p.m.; and

WHEREAS, in accordance with California Elections Code Section 11283(b)(2), the County of San Diego Registrar of Voters is requesting the use of the Calavera Community Park gym, Pine Avenue Community Center and Stagecoach Community Center as poll locations for the 2020 General Election from Friday, Oct. 23, 2020 through Friday, Nov. 6, 2020 to accommodate drop-off, set-up, voting, breakdown and pick-up; and,

WHEREAS, the County of San Diego Registrar of Voters is also requesting the use of those facilities for training sites for the various poll worker staff on Saturday, Oct. 17, 2020, Monday, Oct. 19, 2020, and from Tuesday, Oct. 20 through Thursday, Oct. 29, 2020 from 7 a.m. to 6 p.m. to include the weekend; and

WHEREAS, pursuant to California Elections Code Section 12283(b)(1), the governing body having jurisdiction over public buildings may authorize the use of its buildings for polling places, or for vote centers, as described in Section 4005, beginning up to 10 days before the election and continuing through election day, and it may also authorize the use of its buildings, without cost, for the storage of voting machines and other vote-tabulating devices; and

WHEREAS, authorizing the use of the requested facilities as training facilities and poll locations for the 2020 General Election and waiving any associated facility use fees serves a public purpose and provides a public benefit because it increases in-person voting opportunities within Carlsbad.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Council authorizes the use of the Calavera Community Park gym, Pine Avenue Community Center and Stagecoach Community Center as training centers and poll locations for the 2020 General Election and waives any associated facility use fees.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

MATT HALL, Mayor

BARBARA ENGLESON, City Clerk
(SEAL)



County of San Diego

MICHAEL VU
Registrar of Voters

REGISTRAR OF VOTERS

CYNTHIA L. PAES
Assistant Registrar of Voters

County Operations Center Campus
5600 Overland Avenue, Suite 100, San Diego, California 92123-1266

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TDD: (858) 694-3441
Facsimile: (858) 505-7294 Web Address: www.sdvote.com

June 18, 2020

CALAVERA COMMUNITY CENTER
CITY OF CARLSBAD
2997 GLASGOW DR
CARLSBAD CA 92010

Poll Id: 10031
Poll Precinct: 409490
Community: CARLSBAD
Poll Rating: 50
Poll Type: PUB
Area: R1A

Dear Poll Owner/Representative:

On behalf of the Registrar of Voters, thank you for your past participation with hosting election voting locations or standing by for future use. We are reaching out again as we look to administer the November presidential election and apprise you of changes required as a result of the pandemic.

To preserve public health in the face of the threat of COVID-19, and to ensure that the November Presidential General election is accessible, secure, and safe, Governor Gavin Newsom issued Executive Order N-64-20, that all registered voters shall receive vote-by-mail ballots.

To ensure that all voters have access to in-person voting opportunities, Governor Newsom issued Executive Order N-67-20 that voting locations be made available from **Saturday, October 31, 2020** through **Monday, November 2, 2020** from 8 a.m. until 5 p.m. and on **Tuesday, November 3, 2020** from 7 a.m. until 8 p.m.

Pursuant to Election Code Section 12283: "If a city or county elections official specifically requests the use of a school building or public building for polling places, or vote centers beginning up to 10 days before the election and continuing through election day, as well as during key dates necessary for drop-off, set-up, and pick-up of election materials, as determined by the elections official, the governing body having jurisdiction over the particular school building or public building shall allow its use for the purpose requested."

In accordance with the above-cited Election Code section, we are requesting the use of the location listed below as a poll place or reserve poll place for Friday, October 23 through Friday, November 6, 2020 to accommodate drop-off, set-up, voting, breakdown, and pick-up.

CALAVERA COMMUNITY PARK - GYM 2997 GLASGOW DR

One parking space will be needed for a storage container, like PODS, for the entire duration. Access to the room for *set-up* is needed on Friday, October 30 and *voting* from Saturday, October 31 through Tuesday, November 3, 2020. *Breakdown* of the room will conclude on Wednesday November 4, 2020.

Please complete the enclosed form and return no later than Wednesday, July 8, 2020 either by mail (in the self-addressed postage-paid envelope provided), email at David.Morton@sdcounty.ca.gov, or fax at (858) 505-7294. Site selections will be determined and confirmed the week of August 24, 2020.

The service of providing voting locations to the residents of your community and the continued partnership with the San Diego County Registrar of Voters is greatly appreciated. We look forward to working together again. If you have any questions, please call (858) 505-7389. Thank you!

Sincerely,

Orlando Bermio
Election Processing Supervisor

Enc.

**San Diego County Registrar of Voters
Poll Site Information Form
Presidential General Election
Tuesday, November 3, 2020**

June 18, 2020

Poll Owner: CALAVERA COMMUNITY CENTER
CITY OF CARLSBAD
2997 GLASGOW DR
CARLSBAD CA 92010

Poll Id: 10031
Poll Precinct: 409490
Community: CARLSBAD
Poll Rating: 50
Poll Type: PUB
Area: R1A

Poll Site Name and Address: CALAVERA COMMUNITY PARK - GYM
2997 GLASGOW DR
CARLSBAD CA 92010

Poll Contact Name	Phone1 (Home/Bus)	Phone2 (Cell/Other)
BRIAN OGRADY / KEVIN GRANSE	(760) 602-4691	(760) 602-4684

Poll Owner Name	Phone1 (Home/Bus)	Phone2 (Cell/Other)
CITY OF CARLSBAD	(760) 602-4680	()-

School Administrator/Principal	Contact Information
 	kevin.granse@carlsbadca.gov

Emergency Contact Information (Name and Phone Number)	Poll Site Phone:
 	(760) 602-4680

IS CONTACT AND FACILITY INFORMATION CORRECT? NO YES
*If NO, update as necessary. *Important: Fill out Emergency Contact Information**

DOES THE ROOM HAVE AT LEAST FOUR DUPLEX OUTLETS ON DIFFERENT CIRCUITS? NO YES
If unsure, the Registrar of Voters may perform a site survey to determine the location and number of outlets. UNSURE

IS THIS ROOM AT LEAST 2,000 SQUARE FEET? NO YES
If NO, please specify which room is _____

CAN YOU PROVIDE AT LEAST 15 CHAIRS AND TABLES? NO YES

IS THIS SITE PROVIDED FREE OF CHARGE? NO YES
If NO, you will be paid \$65 for the poll location and an additional \$35 if you supply the tables and chairs for each day of voting.

Poll Owner/Representative's Signature _____ **Date:** _____

Pursuant to Election Code Section 12287: "A candidate's residence shall not be designated as a polling place for an election at which that candidate's name will appear on the ballot." Contact us if you have any questions.
Pursuant to Election Code Section 12288: "A polling place may not be connected by a door, window, or other opening with any place where any alcoholic beverage is sold or dispensed while the polls are open."
Pursuant to Election Code Section 18370 (d): "No person, on election day, or at any time that a voter may be casting a ballot, shall, within 100 feet of a polling place or an elections official's office, do any electioneering." Any persons who violates any of the provisions of this section is guilty of a misdemeanor.
Please return this form to us no later than July 8, 2020. Thank You!



County of San Diego

MICHAEL VU
Registrar of Voters

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CYNTHIA L. PAES
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June 18, 2020

PINE AVE COMMUNITY CENTER
CITY OF CARLSBAD
3209 HARDING ST
CARLSBAD CA 92008

Poll Id: 9862
Poll Precinct: 408500
Community: CARLSBAD
Poll Rating: 50
Poll Type: PUB
Area: R1A

Dear Poll Owner/Representative:

On behalf of the Registrar of Voters, thank you for your past participation with hosting election voting locations or standing by for future use. We are reaching out again as we look to administer the November presidential election and apprise you of changes required as a result of the pandemic.

To preserve public health in the face of the threat of COVID-19, and to ensure that the November Presidential General election is accessible, secure, and safe, Governor Gavin Newsom issued Executive Order N-64-20, that all registered voters shall receive vote-by-mail ballots.

To ensure that all voters have access to in-person voting opportunities, Governor Newsom issued Executive Order N-67-20 that voting locations be made available from **Saturday, October 31, 2020** through **Monday, November 2, 2020** from 8 a.m. until 5 p.m. and on **Tuesday, November 3, 2020** from 7 a.m. until 8 p.m.

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In accordance with the above-cited Election Code section, we are requesting the use of the location listed below as a poll place or reserve poll place for Friday, October 23 through Friday, November 6, 2020 to accommodate drop-off, set-up, voting, breakdown, and pick-up.

PINE AVE COMMUNITY CENTER 3209 HARDING ST

One parking space will be needed for a storage container, like PODS, for the entire duration. Access to the room for *set-up* is needed on Friday, October 30 and *voting* from Saturday, October 31 through Tuesday, November 3, 2020. *Breakdown* of the room will conclude on Wednesday November 4, 2020.

Please complete the enclosed form and return no later than Wednesday, July 8, 2020 either by mail (in the self-addressed postage-paid envelope provided), email at David.Morton@sdcounty.ca.gov, or fax at (858) 505-7294. Site selections will be determined and confirmed the week of August 24, 2020.

The service of providing voting locations to the residents of your community and the continued partnership with the San Diego County Registrar of Voters is greatly appreciated. We look forward to working together again. If you have any questions, please call (858) 505-7389. Thank you!

Sincerely,

Orlando Bermio
Election Processing Supervisor

Enc.

San Diego County Registrar of Voters
Poll Site Information Form
Presidential General Election
Tuesday, November 3, 2020

June 18, 2020

Poll Owner: PINE AVE COMMUNITY CENTER
 CITY OF CARLSBAD
 3209 HARDING ST
 CARLSBAD CA 92008

Poll Id: 9862
 Poll Precinct: 408500
 Community: CARLSBAD
 Poll Rating: 50
 Poll Type: PUB
 Area: R1A

Poll Site Name and Address: PINE AVE COMMUNITY CENTER
 3209 HARDING ST
 CARLSBAD CA 92008

Poll Contact Name **Phone1** (Home/Bus) ()- **Phone2**(Cell/Other) ()-

Poll Owner Name CITY OF CARLSBAD **Phone1** (Home/Bus) ()- **Phone2**(Cell/Other) ()-

School Administrator/Principal **Contact Information**

Emergency Contact Information (Name and Phone Number) **Poll Site Phone:** ()-

IS CONTACT AND FACILITY INFORMATION CORRECT? NO YES
*If NO, update as necessary. *Important: Fill out Emergency Contact Information**

DOES THE ROOM HAVE AT LEAST FOUR DUPLEX OUTLETS ON DIFFERENT CIRCUITS? NO YES
If unsure, the Registrar of Voters may perform a site survey to determine the location and number of outlets. UNSURE

IS THIS ROOM AT LEAST 2,000 SQUARE FEET? NO YES
If NO, please specify which room is _____

CAN YOU PROVIDE AT LEAST 15 CHAIRS AND TABLES? NO YES

IS THIS SITE PROVIDED FREE OF CHARGE? NO YES
*If NO, you will be paid \$65 for the poll location and an additional \$35 if you supply the tables and chairs for **each day of voting**.*

Poll Owner/Representative's Signature _____ **Date:** _____

*Pursuant to **Election Code Section 12287**: "A candidate's residence shall not be designated as a polling place for an election at which that candidate's name will appear on the ballot." Contact us if you have any questions.*
*Pursuant to **Election Code Section 12288**: "A polling place may not be connected by a door, window, or other opening with any place where any alcoholic beverage is sold or dispensed while the polls are open."*
*Pursuant to **Election Code Section 18370 (d)**: "No person, on election day, or at any time that a voter may be casting a ballot, shall, within 100 feet of a polling place or an elections official's office, do any electioneering." Any persons who violates any of the provisions of this section is guilty of a misdemeanor.*
Please return this form to us no later than July 8, 2020. Thank You!



County of San Diego

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June 18, 2020

STAGECOACH COMMUNITY CENTER
CITY OF CARLSBAD
3420 CAMINO DE LOS COCHES
CARLSBAD CA 92009

Poll Id: 9866
Poll Precinct: 408440
Community: CARLSBAD
Poll Rating: 50
Poll Type: PUB
Area: R1A

Dear Poll Owner/Representative:

On behalf of the Registrar of Voters, thank you for your past participation with hosting election voting locations or standing by for future use. We are reaching out again as we look to administer the November presidential election and apprise you of changes required as a result of the pandemic.

To preserve public health in the face of the threat of COVID-19, and to ensure that the November Presidential General election is accessible, secure, and safe, Governor Gavin Newsom issued Executive Order N-64-20, that all registered voters shall receive vote-by-mail ballots.

To ensure that all voters have access to in-person voting opportunities, Governor Newsom issued Executive Order N-67-20 that voting locations be made available from **Saturday, October 31, 2020** through **Monday, November 2, 2020** from 8 a.m. until 5 p.m. and on **Tuesday, November 3, 2020** from 7 a.m. until 8 p.m.

Pursuant to Election Code Section 12283: "If a city or county elections official specifically requests the use of a school building or public building for polling places, or vote centers beginning up to 10 days before the election and continuing through election day, as well as during key dates necessary for drop-off, set-up, and pick-up of election materials, as determined by the elections official, the governing body having jurisdiction over the particular school building or public building shall allow its use for the purpose requested."

In accordance with the above-cited Election Code section, we are requesting the use of the location listed below as a poll place or reserve poll place for Friday, October 23 through Friday, November 6, 2020 to accommodate drop-off, set-up, voting, breakdown, and pick-up.

STAGECOACH COMMUNITY CENTER 3420 CAMINO DE LOS COCHES

One parking space will be needed for a storage container, like PODS, for the entire duration. Access to the room for *set-up* is needed on Friday, October 30 and *voting* from Saturday, October 31 through Tuesday, November 3, 2020. *Breakdown* of the room will conclude on Wednesday November 4, 2020.

Please complete the enclosed form and return no later than Wednesday, July 8, 2020 either by mail (in the self-addressed postage-paid envelope provided), email at David.Morton@sdcounty.ca.gov, or fax at (858) 505-7294. Site selections will be determined and confirmed the week of August 24, 2020.

The service of providing voting locations to the residents of your community and the continued partnership with the San Diego County Registrar of Voters is greatly appreciated. We look forward to working together again. If you have any questions, please call (858) 505-7389. Thank you!

Sincerely,

Orlando Bermio
Election Processing Supervisor

Enc.

San Diego County Registrar of Voters
Poll Site Information Form
Presidential General Election
Tuesday, November 3, 2020

June 18, 2020

Poll Owner: STAGECOACH COMMUNITY CENTER
 CITY OF CARLSBAD
 3420 CAMINO DE LOS COCHES
 CARLSBAD CA 92009

Poll Id: 9866
 Poll Precinct: 408440
 Community: CARLSBAD
 Poll Rating: 50
 Poll Type: PUB
 Area: R1A

Poll Site Name and Address: STAGECOACH COMMUNITY CENTER
 3420 CAMINO DE LOS COCHES
 CARLSBAD CA 92009

Poll Contact Name **Phone1** (Home/Bus) ()- **Phone2**(Cell/Other) ()-

Poll Owner Name CITY OF CARLSBAD **Phone1** (Home/Bus) ()- **Phone2**(Cell/Other) ()-

School Administrator/Principal **Contact Information**

Emergency Contact Information (Name and Phone Number) **Poll Site Phone:** ()-

IS CONTACT AND FACILITY INFORMATION CORRECT? NO YES
*If NO, update as necessary. *Important: Fill out Emergency Contact Information**

DOES THE ROOM HAVE AT LEAST FOUR DUPLEX OUTLETS ON DIFFERENT CIRCUITS? NO YES
If unsure, the Registrar of Voters may perform a site survey to determine the location and number of outlets. UNSURE

IS THIS ROOM AT LEAST 2,000 SQUARE FEET? NO YES
If NO, please specify which room is _____

CAN YOU PROVIDE AT LEAST 15 CHAIRS AND TABLES? NO YES

IS THIS SITE PROVIDED FREE OF CHARGE? NO YES
*If NO, you will be paid \$65 for the poll location and an additional \$35 if you supply the tables and chairs for **each day of voting**.*

Poll Owner/Representative's Signature _____ **Date:** _____

*Pursuant to **Election Code Section 12287**: "A candidate's residence shall not be designated as a polling place for an election at which that candidate's name will appear on the ballot." Contact us if you have any questions.*
*Pursuant to **Election Code Section 12288**: "A polling place may not be connected by a door, window, or other opening with any place where any alcoholic beverage is sold or dispensed while the polls are open."*
*Pursuant to **Election Code Section 18370 (d)**: "No person, on election day, or at any time that a voter may be casting a ballot, shall, within 100 feet of a polling place or an elections official's office, do any electioneering." Any persons who violates any of the provisions of this section is guilty of a misdemeanor.*
Please return this form to us no later than July 8, 2020. Thank You!

Faviola Medina

Subject: RE: Registrar of Voters - Super Poll Training Sites

From: Ronnie Diaz [<mailto:ronald.r.diaz@gmail.com>]
Sent: Monday, August 24, 2020 5:46 PM
To: Kevin Granse <Kevin.Granse@carlsbadca.gov>
Cc: Kim, Alice <Alice.Kim@sdcounty.ca.gov>
Subject: Registrar of Voters - Super Poll Training Sites

Hello Kevin Granse,

First, let me thank you for being one of our valued partners as a Super Poll location for the upcoming Presidential General Election!

My name is Ronnie Diaz and I'm an Election Worker Specialist with the County of San Diego Registrar of Voters office. Sorry I wasn't able to reach you this afternoon, hopefully my phone message makes it to you shortly. My current task is to work with some of our partners throughout the county to identify and secure possible locations for our training sites for the various poll worker staff.

We are currently re-approaching all sites that have agreed to be one of our Super Poll sites to determine availability and interest in acting as a training site.

If you are interested in extending your facility to host as a training site, please contact me at your earliest convenience! The following are the dates would need to begin using your facility:

- Saturday, October 17th - Supply/Equipment delivery - approximately 2 hours
- Monday, October 19th - Training site setup - 8am - 5pm
- Tuesday, October 20th through Thursday, October 29th (including the weekend) - Training sessions are from 7am - 6pm

If you have questions regarding dates and other logistical concerns, I'm happy to address them individually with each facility. I look forward to working with you as we make it easy for San Diego to "Vote Safer" in November.

Most sincerely,

Ronnie Diaz
Election Worker Specialist
619-933-2783
ronald.r.diaz@gmail.com

CAUTION: Do not open attachments or click on links unless you recognize the sender and know the content is safe.



CITY COUNCIL
Staff Report

Meeting Date: September 15, 2020
To: Mayor and City Council

From: Scott Chadwick, City Manager

Staff Contact: Curtis M. Jackson, Real Estate Manager
curtis.jackson@carlsbadca.gov, 760-434-2836

Subject: Authorize the Release of a Request for Proposals to Sell a Property Located on Pajama Drive in Oceanside

Recommended Action

Adopt a resolution authorizing the release of a request for proposals for the sale of property located in the City of Oceanside on Pajama Drive, APN 149-070-47-00.

Executive Summary

Staff is requesting City Council authorization to release a request for proposals to sell a property located in the City of Oceanside on Pajama Drive. In October 2017, the City Council approved the Real Estate Strategic Plan, which recommended that the city sell the property. The plan is intended to be a framework for decision making, with all specific actions to be presented to the City Council for discussion and direction.

Discussion

The 10,891 square-foot Pajama Drive property is located at the end of a cul-de-sac in a residential neighborhood in Oceanside (APN: 149-070-47-00). The property is not located in the coastal zone and is zoned Residential Estate – B (RE-B), which will allow for one single-family home to be built on the property. The property originally served as a water storage facility for what was then known as the Costa Real Water District, a forerunner to the Carlsbad Municipal Water District, and was acquired by the City of Carlsbad in 1979. The water storage tank was demolished in 2008, and the property has been vacant ever since. The Real Estate Strategic Plan approved by the City Council in October 2017 recommended that the city list the property for sale.

The process required for selling surplus city property is specified in California Government Code Section 54220. Under this law, selling this property requires that the City Council adopt a resolution and make a finding that the particular parcel is in excess of the city's foreseeable needs and that the council intends to dispose of it. On Nov. 9, 2019, the City Council approved Resolution No. 2019-337, which declared the property surplus after determining it was no longer needed for city water, the public right of way or city facilities.

In keeping with Section 54220, the resolution specified that the City Council determined the fair market value of the property to be \$245,000. The property had been appraised at between \$109,000 and \$245,000 in September 2019.

The property needed to be first offered for park, recreation or open space uses to all local public entities that have jurisdiction within the City of Oceanside, as well as to any local public entity or housing sponsor that has notified the California State Department of Housing and Community Development of its interest in surplus land and that oversees the development of low and moderate-income housing. If any of those agencies made an offer to purchase the property for its fair market value for park, recreation or open space purposes, or for the development of affordable housing, the city would have been required to engage in good faith negotiations with bidders for 90 days. City staff reached out to all appropriate agencies and found no interest in buying the property, so it can now be sold to a private buyer.

The request for proposals will be released and available for a 45-day period during which interested parties can submit proposals to acquire the property. To provide additional support for this sale, staff used a competitive process to enter into a professional services agreement with residential real estate broker Reid J. Chambers. Mr. Chambers was selected because he has extensive negotiation and residential sales experience with homes and residential properties sold in the North County. He will assist the city throughout the proposal and negotiation process by marketing the property to a wider audience and helping to negotiate the most competitive fair market price.

Once proposals are received at the close of the 45-day period, staff may request the best and final offers. Staff will then return to the City Council with a recommended buyer for the council's approval and a proposed purchase and sale agreement.

Fiscal Analysis

The estimated revenue from the sale of the property is between \$109,000 and \$245,000, based on a formal appraisal commissioned on Aug. 20, 2018, and updated on Sept. 9, 2019. However, current market conditions could raise or lower the price because of external factors, such as the COVID-19 pandemic. Revenue generated from the sale will be deposited into the General Fund. In addition to receiving revenue from the sale, the city will be relieved of the responsibility to maintain insurance, landscaping and security on the property, saving the city \$4,000 a year.

Next Steps

Given the council's approval, staff will release the request for proposals, evaluate the proposals received and return to the City Council with a recommended buyer and a proposed purchase and sale agreement.

Environmental Evaluation (CEQA)

This action is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15312 - Surplus Government Property Sales.

Public Notification

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

Exhibits

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS FOR THE SALE OF PROPERTY LOCATED IN THE CITY OF OCEANSIDE ON PAJAMA DRIVE, APN 149-070-47-00.

WHEREAS, on Oct. 17, 2017, City Council approved the Real Estate Strategic Plan, which recommended that the city sell the Pajama Drive property (Property); and

WHEREAS, the Property originally served as a water storage facility for what was then the Costa Real Water District, and was acquired by the city in October of 1979; and

WHEREAS, the 10,891 square-foot Property is currently vacant, with no infrastructure remaining at the site; and

WHEREAS, the city currently desires to release a request for proposals for the sale of the property on Pajama Drive; and

WHEREAS, City Council has determined that the Pajama Drive property is no longer necessary for city water storage as originally contemplated; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. City staff is hereby authorized to release a request for proposals, attached hereto as Attachment A, for the sale of property located in the City of Oceanside on Pajama Drive.
3. City staff is directed to evaluate proposals received. Following review and analysis of the proposal(s), staff will recommend to the City Council the selection of a prospective party with whom to negotiate a purchase and sale agreement. If authorization to

exclusively negotiate a purchase and sale agreement is approved by the City Council, staff will return to the City Council for approval of a purchase and sale agreement with the selected respondent.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the ____ day of _____ 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

MATT HALL, Mayor

ATTEST:

BARBARA ENGLESON, City Clerk



REQUEST FOR PROPOSAL
For
Sale by City of Real Property

Located at
Pajama Drive,
City of Oceanside, CA 92054
Property Commonly known as
Pajama Drive

PROPOSALS DUE PRIOR TO:

[DAY], _____, 2020 at 4:00 p.m. PST

SEND TO:

City of Carlsbad
3096 Harding Street
Carlsbad, CA 92008
Attn: Curtis M. Jackson, Real Estate Manager

The City of Carlsbad encourages the participation of minority and women-owned businesses

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I. INTRODUCTION & OVERVIEW

Pursuant to *California Government Code §54220 et seq.*, the City of Carlsbad (city) is exploring the potential sale of the real property owned by the city located on Pajama Drive in the City of Oceanside, County of San Diego, State of California and commonly known as the Pajama Drive property (Property). The purpose of this RFP is to explain the requirements and procedures for the submission of formal proposals from parties interested in the acquisition of the Property.

II. BACKGROUND AND PROPERTY DESCRIPTION

The Subject Property

The Property originally served as a water storage facility for the Costa Real Water District and was later acquired by the City of Carlsbad in October of 1979. The water storage facility was demolished in 2008, with no infrastructure remaining at the site, after which the Subject Property has sat vacant. The Property is 10,891-square feet in size and is located at the end of a cul-de-sac on Pajama Drive in a residential neighborhood in Oceanside (APN: 149-070-47-00). The Property is not located in the coastal zone and is zoned Residential Estate – B (RE-B), which will allow for one single family residential unit on the property.

All measurements are approximations and must be field verified by Respondents. The Property will be sold in an “as is” “where is” condition. Prospective Respondent(s) will be required to undertake their own independent inspection and investigation of the Property.

Site Map

For an aerial view of the parcel, please see the attached Site map.

Adjacent Uses

This acquisition opportunity in the City of Oceanside is unique and exciting for many reasons:

- 1) The Property is located within easy access to Highway 76 and 78, Interstate 5, and Mission Avenue.
- 2) The Property is located near commercial and retail amenities.
- 3) The Property is in close proximity to the major markets of San Diego (38 miles south), Orange County (15 miles north) and Los Angeles (80 miles north).
- 4) A large, quality work force, and nearby universities and colleges;
- 5) Some of the finest weather and recreational amenities in the country, including miles of beautiful beaches, a variety of parks and golf courses and cultural and historical facilities.

Property Information

Below is an outline of land use information applicable to the Property. This outline provides general information and does not contain all applicable information. For more information, please contact the City of Oceanside Planning Division at (760) 435-3520.

Zoning Designation: "RE-B" (Residential Estate Development with density of 1.0 dwelling units per acre)

Coastal Zone Information: The Property is not in the coastal zone.

Development Impact Fees

Development of the Property may be subject to impact fees. For more information, please contact the Oceanside Planning Department at (760) 435-3520.

III. SELECTION PROCESS

Respondent selection is anticipated to occur through the process outlined herein, the described selection criteria, and submittal requirements.

Selection Process

The city is seeking proposals from individuals and entities with the financial capacity to acquire the Property. Respondents shall comply with the Submittal Requirements and Procedures/Schedule below:

Submittal Requirements

The city appoints Reid Chambers of Realty One Group (Broker) as city's sole and exclusive real estate agent and grants Broker the exclusive right to assist the city in identifying prospective purchasers and negotiating the sale of the Property. The city shall not be liable for, nor pay any, broker fees or commissions due to Respondents broker or agent.

Respondents shall provide the city with the information requested below, with the exception of the Financial Capacity materials, of which two (2) copies are to be submitted under separate, sealed cover on a confidential basis.

- 1) A statement that the signatory is authorized to submit the proposal on behalf of each listed member of Respondent's team;

- 2) The financial ability of the prospective purchaser to acquire the Property, either individually or collectively, as the case may be;
- 3) A statement that the proposal will remain in effect for a minimum of 90 days from the date of submittal and may be extended at the mutual agreement of both the city and Respondent;
- 4) A description of the proposed use of the Property by the prospective purchaser.
- 5) The proposed Terms (which may be subject to a MAI appraisal) for the Property.

Procedure/Schedule

The procedure for selection is as follows:

- 1) Proposals shall be submitted to the city through the Broker no later than 4:00 p.m. on [Day], [Date], 2020. Proposals and/or modifications received subsequent to the hour and date specified will not be considered;
- 2) Following timely receipt, submissions will be reviewed by city staff and the Broker within 30-days of the submittal date;
- 3) The most desirable and qualified Respondent(s) may be asked for a *last best and final offer* (see below); and
- 4) Following review and analysis of the proposal(s), staff will recommend to the Carlsbad City Council selection of a purchaser to exclusively negotiate a purchase and sale agreement with the city, and a negotiable non-refundable deposit of \$10,000 will be required for the right to negotiate exclusively with the city.

Questions

Any questions you may have pertaining to this RFP shall be addressed to the city's Broker, Reid Chambers, at reidchambers@gmail.com. All questions must be in writing and no other officer, agent, or employee of the city is authorized to provide official answers.

Site Tours

Site Tours are not mandatory; however, interested Respondents should contact the city's Broker, Reid Chambers, at reidchambers@gmail.com or 760-583-0809.

Selection Criteria

The focus of the selection process will be on the following issues:

- 1) Financial benefit to the city.
- 2) Financial ability of the Respondent to purchase the Property as evidenced by their financial capacity.
- 3) Purchase price, and other applicable terms and conditions of a disposition.
- 4) Highest and best use of the Property, as determined by the City Council.

Offer to Exclusively Negotiate

Upon selection of a Respondent with which to exclusively negotiate with by the Carlsbad City Council, the city will negotiate a purchase and sale agreement exclusively with the selected Respondent for a period of up to 60 days. Once the purchase and sale agreement is negotiated, it must be formally approved by the Carlsbad City Council. By submitting a proposal and qualifications to the city, the prospective buyer is also agreeing that the city retains the right to modify or suspend all aspects of the selection and exclusive negotiating process and to waive any defects as to form or content of the offering or any responses that are received. Further, city shall have the right to reject any and all proposals.

IV. SPECIAL CONDITIONS

Reservations

This RFP does not commit the city to sell the Property, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work.

Public Record

All proposals submitted in response to this RFP become the property of the city and are public records and, as such, may be subject to public review. Financial capacity statements, however, are provided on a confidential basis to the extent allowed by law.

Right to Cancel

The city reserves the right to revise or cancel, for any reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the city cancels or revises this RFP, all Respondents will be notified in writing by the city.

Right to Negotiate

The city reserves the right to negotiate with Respondent subsequent to receipt of the Respondent's proposal. The city reserves the right to request from Respondent a last best and final offer, whereby the city may ask either all bidders or the top bidders to submit their last best and final offers. If the city is not satisfied with any of the bids after asking for last best and final offers, the city may in good faith choose any party to negotiate terms for a sale.

Additional Information

The city reserves the right to request additional information and/or clarification from any or all Respondents to this RFP.

Conflict of Interest

The Respondent, if selected, shall be required to file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code.

Scope Changes

All changes in proposal documents shall be through written addendum. Verbal information obtained otherwise will not be considered in the award process. Proposal submittals must acknowledge all addenda. Proposals failing to do so may be considered as non-responsive by the city and eliminated from further consideration.

Proprietary Information

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable city procurement regulations and the California Public Records Act. If you have proprietary information, products or services, please identify them in your proposal.

Responsive Materials Ownership

All materials submitted regarding this RFP become the property of the city. Responses may be reviewed by any person after final selection has been made. The city has the right to use any or all system ideas presented in reply to this request, subject to the limitations outlined in proprietary information above. Disqualification of a Respondent does not eliminate this right.

Best Value Selection

The Respondent selected will be based on the best value option for the city. The city is under no obligation to award this project to the Respondent offering the most advantageous financial position; however, the city is obligated to accept no less than fair market value. Selection criteria expressed in the RFP shall be used in the proposal evaluation process. In evaluating proposals, the city may consider the qualifications of the Respondent and whether the proposals comply with the prescribed requirements.

Sale Award

The award of the sale will be in accordance with, but not limited to, the results of the city's evaluation. Final approval of selected Respondent and award of the sale lies with the City of Carlsbad City Council.

V. CONCLUSION

We appreciate your interest and look forward to your proposal for purchase of the Property.

Submittal packages should be addressed to the city through the Broker at:

City of Carlsbad
3096 Harding Street
Carlsbad, CA 92008
Attn: Curtis M. Jackson, Real Estate Manager

Please return your response no later than 4:00 p.m., [Day], [Date], 2020.

Site Map

