

**City of Carpinteria**  
**City Council Regular Meeting Agenda**  
**Monday, July 14, 2014**  
Council Chamber, 5775 Carpinteria Avenue

**5:30 p.m. Regular Session**

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**INFORMATION ABOUT CITY COUNCIL MEETINGS:**

- The time at which an item on the agenda is scheduled to be heard is an estimate only. The City Council may consider and act on an agenda item in any order it deems appropriate. In addition, an item may be considered earlier or later than the Estimated Time, depending on the length of time which is devoted to other agenda items. All persons interested in an item listed on the agenda are advised to be present throughout the meeting to ensure that they are present when the item is called.
- The regular meeting will be broadcast live over Government Access Television Channel 21. The City Council meetings will be rebroadcast on Wednesdays at 8:00 p.m. and Saturdays at 5:00 p.m.
- Materials related to an Agenda item submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 5775 Carpinteria Avenue, Carpinteria, during normal business hours. Such documents are also available on the City of Carpinteria website at [www.carpinteria.ca.us](http://www.carpinteria.ca.us) subject to staff's ability to post the documents before the meeting.
- Any written or printed material and/or exhibits presented at a City Council meeting or work session become the property of the City.
- Any information presented to the City Council by the public on any agenda item and during Public Comment using electronic media to be displayed on the overhead projector must be arranged with staff for review of materials in advance of the meeting and no later than close of business Wednesday prior to the Council meeting.
- As a courtesy to others and to avoid interference with the public address system, please refrain from using cell phones in the Council Chambers and please turn off all audible pagers and rings.
- If you wish to speak on a matter scheduled for consideration in a closed session, you will have an opportunity to address the City Council before the Council retires to its closed session deliberations.

**ESTIMATED  
TIME:**

5:30 p.m.      **CALL TO ORDER**

5:30 p.m.      **ROLL CALL**

5:31 p.m.      **PLEDGE OF ALLEGIANCE**

5:31 p.m.      **INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

1.      Presentation to Carpinteria Valley Association on its 50<sup>th</sup> Anniversary.

5:36 p.m.      **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:38 p.m.      **CITY MANAGER'S REPORT**

The City Manager will report to the City Council regarding various City and/or community events and/or matters of interest. There will be no City Council discussion except to ask questions or refer matters to staff; and no action will be taken unless listed on a subsequent agenda.

5:40 p.m.      **PUBLIC COMMENT**

This is a time for public comments on matters not otherwise on the agenda but within the subject matter jurisdiction of the City Council. The Public Comment period is limited to 15 minutes and divided among those persons desiring to speak. No person shall speak longer than three minutes; however, the Mayor may establish shorter periods based on the time available and/or the number of persons waiting to speak. Persons wishing to speak on a specific item will be recognized at the time the agenda item is considered.

Please be aware that items on the consent calendar are considered to be routine and are normally enacted by one unanimous vote of the Council. If you wish to speak on a consent calendar item, or on a matter scheduled for consideration in a closed session at the end of the agenda, please do so during the Public Comment portion of the meeting.

***The City and the City Council are not responsible for the content of statements made during the public comment period, or the factual accuracy of any such statements.***

**AGENDA MODIFICATIONS:** The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda, or changing the order in which items are considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

5:55 p.m.

**CONSENT CALENDAR (to be approved by roll call vote on one motion with all resolutions and ordinances as read by title only).**

Individual items may be removed and considered separately at the request of a Councilmember. Any item, which is removed from the Consent Calendar, will be added to the end of the agenda under Other Business.

2. Expenditures for the period ending July 9, 2014.
3. Adopt Resolution No. 5543, as read by title only, authorizing the destruction of certain accounts payable, payroll, cash receipts, State Controller's reports and business license records as specified in Exhibit A of the resolution.
4. Adopt Ordinance No. 667, Watershed Management Ordinance, as read by title only. (Continued from June 23, 2014)

**ADMINISTRATIVE MATTER(S): None**

**PUBLIC HEARING(S): None**

**OTHER BUSINESS:**

5. Updated Agreement with MNS Engineers, Inc., for Professional Engineering Services, Land Development Review, Capital Improvement Project Management and Other Related Tasks

Recommendation: Approve and authorize execution of an agreement for engineering services with MNS Engineers, Inc., for the scope and cost of work specified in Attachment A of the staff report.

Staff presenter: Brian C. Barrett, Management Analyst and Charlie Ebeling, Public Works Director

- a. Staff Report
- b. Public Comment
- c. City Council Determination

6:00 p.m.          6.      Drought Response Report

Recommendation: That the City Council receive and file the City's Drought Response Report.

Staff presenter: Matt Roberts Parks and Recreation Director and Erin Maker, Environmental Coordinator

- a. Staff Report
- b. Public Comment
- c. City Council Determination

6:30 p.m.          **COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS  
PRESENTED BY COUNCILMEMBERS**

Informational reports from Councilmember representatives on the committees, commissions and organizations listed below. This is also an opportunity for Councilmembers to request information from staff or seek support from fellow Councilmembers for future agenda items.

1.      Representatives to Regional Agencies and Committees

- a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Shaw/Alt. Carty)
- b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Shaw)
- c. Channel Counties Division, League of California Cities (Nomura/Alt. Shaw)
- d. Santa Barbara Association of Governments (SBCAG)(Clark/Alt. Nomura)
- e. Santa Barbara County Air Pollution Control District (APCD)(Clark/Alt. Nomura)
- f. Santa Barbara Joint Housing Task Group (Carty & Shaw)
- g. Central Coast Collaborative on Homelessness (C3H) (Carty)
- h. South Coast Task Force on Youth Gangs Leadership and Executive Council (Carty & Clark)

2.      Joint and Standing Committees

- a. City Council/Chamber of Commerce Board of Directors Committee (Carty & Nomura)
- b. City Council/Public Safety Committee (Clark & Shaw)
- c. City Council/School Board Committee (Stein & Carty)
- d. City Council/Utilities Committee (Stein & Nomura)
- e. City Council/First District Supervisor Committee (Stein & Carty)
- f. City Council Finance/Budget Committee (Stein & Clark)

3.      Ad Hoc Committees

- a. Public Facility Site Acquisition/Development Committee (Carty & Nomura)
- b. Transportation Committee (Stein & Shaw)

- c. Labor Relations Committee (Nomura & Shaw)
- d. Legal Services Committee (Clark & Shaw)
- e. 50<sup>th</sup> Anniversary Committee (Carty & Nomura)

4. City Representatives on other Committees

- a. Community Media Access Center (Gary Dobbins)
- b. Santa Barbara Coastal Vector Control District (Ronald Hurd)
- c. Santa Barbara Metropolitan Transit District (Chuck McQuary)

6:31 p.m. **ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS**

6:35 p.m. **ADJOURNMENT**

The next regular meeting to be held on **Monday, July 28, 2014** at **5:30 P.M.**, in the Council Chamber, City Hall, 5775 Carpinteria Avenue, Carpinteria, California.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at 684-5405, extension 403 or the California Relay Service at (866) 735-2929. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

This agenda was posted on Wednesday, July 9, 2014, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

**STAFF REPORT**  
**CITY COUNCIL MEETING**  
JULY 14, 2014

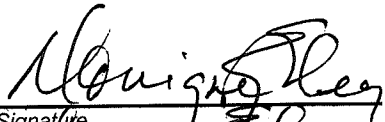
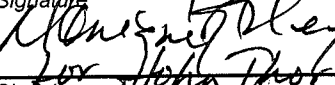
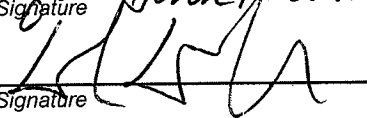
**ITEM FOR COUNCIL CONSIDERATION**

EXPENDITURES FOR THE PERIOD ENDING JULY 9, 2014

Report prepared by: Monique Epley, Finance Supervisor

Reviewed by: John Thornberry,  
Administrative Services Director

Reviewed by: Dave Durflinger, City Manager

  
Signature  
  
Signature  
  
Signature

**STAFF RECOMMENDATION**

Action Item ☐; Non-Action Item ☒

That the City Council accept this report concerning the current list of warrants pursuant to Carpinteria Municipal Code 2.08.150(F).

**I. DISCUSSION**

As part of each regular City Council agenda, staff prepares the attached listing of checks dispersed with staff certification that the expenditure transactions listed in the warrant register have been reviewed and are within the budgeted appropriations. Staff recommends that the City Council ratify the schedule of demands attached.

**II. FINANCIAL CONSIDERATIONS**

The warrant register included as an attachment is designed to communicate fiscal activity since the previous regular City Council agenda. No further action of a fiscal nature is requested as part of this report.

**III. ATTACHMENT**

A. Warrant Register for the period ending July 9, 2014

# CITY OF CARPINTERIA

## Transaction List by Vendor

June 18 through July 9, 2014

| Type                            | Date     | Num      | Memo           | Account               | Cir | Split             | Debit | Credit    |
|---------------------------------|----------|----------|----------------|-----------------------|-----|-------------------|-------|-----------|
| 360 INC                         |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                 | 06/18/14 | 83294    | INVOICE 980... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 656.36    |
| AERIOCONNECT                    |          |          |                |                       |     |                   |       |           |
| Bill                            | 07/01/14 | 723827   | 723827         | 1000211 · Accounts... |     | 1018222 · Equ...  |       | 66.06     |
| AFLAC                           |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                 | 06/25/14 | 83347    | INVOICE #31... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,053.73  |
| ALAMO SELF STORAGE              |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                 | 06/18/14 | 83295    | VOID: OFFSL... | 1000101 · Operatin... | X   | 1000211 · Acc...  | 0.00  |           |
| Bill Pmt -Check                 | 06/25/14 | 83323    | VOID: OFFSL... | 1000101 · Operatin... | X   | 1000211 · Acc...  | 0.00  |           |
| Bill Pmt -Check                 | 07/02/14 | 83367    | OFFSITE ST...  | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 295.00    |
| ALL AROUND LANDSCAPE SUPPLY     |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                 | 06/18/14 | 83313    |                | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 123.91    |
| Bill                            | 06/19/14 | S173...  | INVOICE #S...  | 1000211 · Accounts... |     | 3332308 · Sup...  |       | 57.75     |
| Credit                          | 06/19/14 | S173...  | INVOICE #S...  | 1000211 · Accounts... |     | 3332308 · Sup...  | 58.92 |           |
| Bill                            | 06/20/14 | S173...  | INVOICE #S...  | 1000211 · Accounts... |     | 3332308 · Sup...  |       | 6.80      |
| Bill Pmt -Check                 | 07/02/14 | 83414    |                | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 27.47     |
| ALLIANT INSURANCE SERVICES      |          |          |                |                       |     |                   |       |           |
| Bill                            | 06/30/14 | 220680   | INVOICE 220... | 1000211 · Accounts... |     | 1015323 · Ins...  |       | 1,774.00  |
| Bill Pmt -Check                 | 07/03/14 | 83418    | INVOICE 220... | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 1,774.00  |
| ALVAREZ, SAL                    |          |          |                |                       |     |                   |       |           |
| Bill                            | 07/01/14 | JR G...  | JR GUARDS ...  | 1000211 · Accounts... |     | -SPLIT-           |       | 90.00     |
| ANGELES, VERONICA               |          |          |                |                       |     |                   |       |           |
| Bill                            | 07/02/14 | JR G...  | JR GUARDS ...  | 1000211 · Accounts... |     | -SPLIT-           |       | 360.00    |
| ANIMAL MEDICAL CLINIC           |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                 | 06/25/14 | 83324    | INVOICE #14... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,957.00  |
| ANTHEM SPORTS, LLC              |          |          |                |                       |     |                   |       |           |
| Bill                            | 07/02/14 | 105462   | INVOICE #10... | 1000211 · Accounts... |     | 4863302 · Soft... |       | 354.97    |
| AQUASOURCE                      |          |          |                |                       |     |                   |       |           |
| Bill                            | 06/26/14 | 36091    | INVOICE #36... | 1000211 · Accounts... |     | 4866338 · Ch...   |       | 3,692.30  |
| AT & T MOBILITY                 |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                 | 06/18/14 | 83296    | ACCOUNT 8...   | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 211.23    |
| Bill                            | 06/21/14 | 8326...  | ACCOUNT 8...   | 1000211 · Accounts... |     | -SPLIT-           |       | 238.18    |
| ATT                             |          |          |                |                       |     |                   |       |           |
| Bill                            | 06/26/14 | 030-1... | ACCOUNT 0...   | 1000211 · Accounts... |     | -SPLIT-           |       | 986.51    |
| BALMADRID, ARLENE               |          |          |                |                       |     |                   |       |           |
| Bill                            | 07/01/14 |          | CELL PHON...   | 1000211 · Accounts... |     | 1016308 · Sup...  |       | 65.00     |
| Bill Pmt -Check                 | 07/02/14 | 83368    | CELL PHON...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 65.00     |
| BAY ALARM                       |          |          |                |                       |     |                   |       |           |
| Bill                            | 06/20/14 | 1114...  | ACCOUNT 5...   | 1000211 · Accounts... |     | 4866223 · Equ...  |       | 255.93    |
| Bill Pmt -Check                 | 07/02/14 | 83369    | ACCOUNT 5...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 157.91    |
| BIG GREEN CLEANING COMPANY      |          |          |                |                       |     |                   |       |           |
| Bill                            | 06/20/14 | 446032   | INVOICE #44... | 1000211 · Accounts... |     | 2862308 · Sup...  |       | 89.06     |
| Bill Pmt -Check                 | 07/02/14 | 83370    |                | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 4,126.00  |
| BROWNSTEIN HYATT FARBER SCHRECK |          |          |                |                       |     |                   |       |           |
| Bill                            | 06/18/14 | 568726   | INVOICE #56... | 1000211 · Accounts... |     | 1017220 · City... |       | 11,407.50 |
| Bill                            | 06/18/14 | 568725   | INVOICE #56... | 1000211 · Accounts... |     | 1017220 · City... |       | 10,000.00 |
| Bill                            | 06/18/14 | 568718   | INVOICE #56... | 1000211 · Accounts... |     | 1017228 · Liti... |       | 99.75     |
| Bill                            | 06/18/14 | 568717   | INVOICE #56... | 1000211 · Accounts... |     | 1017228 · Liti... |       | 741.00    |

# CITY OF CARPINTERIA

## Transaction List by Vendor

June 18 through July 9, 2014

| Type                                               | Date     | Num      | Memo           | Account               | Cir | Split             | Debit | Credit     |
|----------------------------------------------------|----------|----------|----------------|-----------------------|-----|-------------------|-------|------------|
| Bill                                               | 06/18/14 | 568719   | INVOICE #56... | 1000211 · Accounts... |     | 1017228 · Liti... |       | 85.00      |
| Bill                                               | 06/18/14 | 568723   | INVOICE #56... | 1000211 · Accounts... |     | 1017228 · Liti... |       | 7,119.00   |
| Bill                                               | 06/18/14 | 568727   | INVOICE #56... | 1000211 · Accounts... |     | 1000251 · Dev...  |       | 270.00     |
| Bill                                               | 06/18/14 | 568724   | INVOICE #56... | 1000211 · Accounts... |     | 1017223 · MH...   |       | 1,041.00   |
| Bill Pmt -Check                                    | 06/25/14 | 83325    |                | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 29,722.25  |
| <b>BRYCE CONSULTING</b>                            |          |          |                |                       |     |                   |       |            |
| Bill Pmt -Check                                    | 06/25/14 | 83326    | INVOICE #16... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 5,945.27   |
| <b>C3 INTELLIGENCE, INC</b>                        |          |          |                |                       |     |                   |       |            |
| Bill                                               | 07/01/14 | 4145     | INVOICE #41... | 1000211 · Accounts... |     | 4866308 · Sup...  |       | 403.50     |
| <b>CA DEPT CONSERVATION</b>                        |          |          |                |                       |     |                   |       |            |
| Bill                                               | 07/07/14 | Q2 S...  | SMIP REPO...   | 1000211 · Accounts... |     | 1000202 · SMI...  |       | 599.30     |
| Bill                                               | 07/07/14 | Q4 20... | SMIP REPO...   | 1000211 · Accounts... |     | 1000202 · SMI...  |       | 533.26     |
| <b>CALIFORNIA BUILDING STANDARDS COMMISSION</b>    |          |          |                |                       |     |                   |       |            |
| Bill                                               | 07/07/14 | Q2 B...  | CBSC APR - ... | 1000211 · Accounts... |     | -SPLIT-           |       | 160.20     |
| Bill                                               | 07/07/14 | Q4 B...  | CBSC OCT - ... | 1000211 · Accounts... |     | -SPLIT-           |       | 172.80     |
| <b>CALIFORNIA JPJA</b>                             |          |          |                |                       |     |                   |       |            |
| Bill Pmt -Check                                    | 06/25/14 | 83348    | INVOICE #P...  | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 292,821.00 |
| <b>CalPERS</b>                                     |          |          |                |                       |     |                   |       |            |
| Bill Pmt -Check                                    | 06/25/14 | 83327    | JULY 2014 H... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 36,753.42  |
| <b>CAMPBELL, JACQUELINE</b>                        |          |          |                |                       |     |                   |       |            |
| Bill                                               | 07/01/14 |          | CELL PHON...   | 1000211 · Accounts... |     | 1041308 · Sup...  |       | 65.00      |
| Bill Pmt -Check                                    | 07/02/14 | 83371    | CELL PHON...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 65.00      |
| <b>CARPINTERIA-SUMMERLAND FIRE DISTRICT</b>        |          |          |                |                       |     |                   |       |            |
| Bill                                               | 07/07/14 | JUNE...  | JUNE 2014 F... | 1000211 · Accounts... |     | 1000261 · Fire... |       | 205.00     |
| <b>CARPINTERIA VALLEY LUMBER CO</b>                |          |          |                |                       |     |                   |       |            |
| Bill Pmt -Check                                    | 06/25/14 | 83328    | ACCOUNT 164    | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 180.13     |
| <b>CARPINTERIA VETERINARY HOSPITAL INC</b>         |          |          |                |                       |     |                   |       |            |
| Bill Pmt -Check                                    | 06/18/14 | 83297    | INVOICE 216... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 230.00     |
| Bill                                               | 06/19/14 | 216769   | INVOICE 217... | 1000211 · Accounts... |     | 1047213 · Ani...  |       | 65.00      |
| Bill                                               | 06/28/14 | 217201   |                | 1000211 · Accounts... |     | 1047213 · Ani...  |       | 55.00      |
| <b>CATHOLIC CHARITIES</b>                          |          |          |                |                       |     |                   |       |            |
| Bill Pmt -Check                                    | 06/25/14 | 83329    | FY 13-14 CO... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 7,500.00   |
| <b>CENTRAL COAST IMAGING SOLUTIONS</b>             |          |          |                |                       |     |                   |       |            |
| Bill Pmt -Check                                    | 06/18/14 | 83298    | INVOICE #A...  | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,206.10   |
| Bill                                               | 07/01/14 | AR27...  |                | 1000211 · Accounts... |     | 1018222 · Equ...  |       | 250.63     |
| <b>CHEVRON &amp; TEXACO BUSINESS CARD SERVICES</b> |          |          |                |                       |     |                   |       |            |
| Bill                                               | 06/22/14 | 597741   | ACCT #789...   | 1000211 · Accounts... |     | -SPLIT-           |       | 946.92     |
| Bill Pmt -Check                                    | 06/25/14 | 83330    | 789-819-058-7  | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 946.92     |
| <b>CIRGIS, INC.</b>                                |          |          |                |                       |     |                   |       |            |
| Bill                                               | 06/19/14 | 4202     | INVOICE #42... | 1000211 · Accounts... |     | 1041224 · Dra...  |       | 500.00     |
| Bill Pmt -Check                                    | 06/25/14 | 83331    | INVOICE #42... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 500.00     |
| <b>COAST OFFICE TECHNOLOGY</b>                     |          |          |                |                       |     |                   |       |            |
| Bill Pmt -Check                                    | 07/02/14 | 83372    | INVOICE #49... | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 1,347.50   |
| <b>COASTAL VIEW NEWS</b>                           |          |          |                |                       |     |                   |       |            |
| Bill Pmt -Check                                    | 06/18/14 | 83299    | INVOICE #43... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 812.00     |
| Bill                                               | 06/19/14 | 43571    | INVOICE #43... | 1000211 · Accounts... |     | 1047303 · Prin... |       | 40.00      |
| Bill                                               | 06/19/14 | 43558    | INVOICE #43... | 1000211 · Accounts... |     | 3937308 · Sup...  |       | 124.50     |
| Bill                                               | 06/19/14 | 43560    | INVOICE #43... | 1000211 · Accounts... |     | 1011303 · Prin... |       | 315.81     |

# CITY OF CARPINTERIA

## Transaction List by Vendor

June 18 through July 9, 2014

| Type                                          | Date     | Num      | Memo           | Account               | Cir | Split             | Debit | Credit    |
|-----------------------------------------------|----------|----------|----------------|-----------------------|-----|-------------------|-------|-----------|
| Bill Pmt -Check                               | 06/25/14 | 83332    | INVOICE #43... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,230.31  |
| Bill                                          | 06/30/14 | 43614    | INVOICE #43... | 1000211 · Accounts... |     | 3937308 · Sup...  |       | 124.50    |
| Bill                                          | 06/30/14 | 43617    | INVOICE #43... | 1000211 · Accounts... |     | 1047303 · Prin... |       | 40.00     |
| Bill                                          | 06/30/14 | 43616    | INVOICE #43... | 1000211 · Accounts... |     | 1011303 · Prin... |       | 45.50     |
| Bill                                          | 07/03/14 | 43692    | INVOICE #43... | 1000211 · Accounts... |     | 1047303 · Prin... |       | 40.00     |
| Bill                                          | 07/03/14 | 43698    | INVOICE #43... | 1000211 · Accounts... |     | -SPLIT-           |       | 314.00    |
| Bill                                          | 07/03/14 | 43709    | INVOICE #43... | 1000211 · Accounts... |     | 1011303 · Prin... |       | 115.50    |
| <b>COLSON, MARY ANN</b>                       |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 |          | WELLNESS ...   | 1000211 · Accounts... |     | 1014194 · Wel...  |       | 350.91    |
| Bill Pmt -Check                               | 07/02/14 | 83373    | WELLNESS ...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 350.91    |
| <b>COUNCIL ON ALCOHOLISM &amp; DRUG ABUSE</b> |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                               | 06/19/14 | 83322    | 053114CALG...  | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 15,056.73 |
| <b>COUNTY OF SANTA BARBARA</b>                |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 | FY 14... | FY 14-15 GR... | 1000211 · Accounts... |     | 1044220 · Co...   |       | 690.00    |
| <b>COX COMMUNICATIONS</b>                     |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 | 0130...  | 001-3011-02... | 1000211 · Accounts... |     | 1018222 · Equ...  |       | 132.00    |
| <b>DATA TICKET INC</b>                        |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                               | 06/18/14 | 83300    | INVOICE 534... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 390.00    |
| Bill                                          | 07/03/14 | 54061    | INVOICE 540... | 1000211 · Accounts... |     | 1022214 · He...   |       | 200.00    |
| <b>DIAZ, JAYNE</b>                            |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 |          | WELLNESS ...   | 1000211 · Accounts... |     | 1014194 · Wel...  |       | 350.91    |
| Bill Pmt -Check                               | 07/02/14 | 83374    | WELLNESS ...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 350.91    |
| <b>DIVISION OF THE STATE ARCHITECT</b>        |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 | Q2 A...  | 2014 Q2 DIS... | 1000211 · Accounts... |     | 1000262 · Dis...  |       | 252.60    |
| <b>DLT SOLUTIONS, INC.</b>                    |          |          |                |                       |     |                   |       |           |
| Bill                                          | 06/20/14 | 4373...  | INVOICE #43... | 1000211 · Accounts... |     | 1030305 · Du...   |       | 517.77    |
| Bill Pmt -Check                               | 06/25/14 | 83333    | INVOICE #43... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 517.77    |
| <b>DOLSEY, LTD.</b>                           |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                               | 06/25/14 | 83334    | 58669          | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,668.19  |
| <b>DOOLITTLE, RICHARD</b>                     |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                               | 07/03/14 | 83419    | PROJECT 15...  | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 1,860.00  |
| <b>DPM COMPANY</b>                            |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 | APPL...  | APPLICATION... | 1000211 · Accounts... |     | -SPLIT-           |       | 27,836.99 |
| Bill Pmt -Check                               | 07/02/14 | 83375    | APPLICATION... | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 27,836.99 |
| <b>DRIGGERS, LARRY</b>                        |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 | 83376    | WELLNESS ...   | 1000211 · Accounts... |     | 1014194 · Wel...  |       | 350.91    |
| Bill Pmt -Check                               | 07/02/14 |          | WELLNESS ...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 350.91    |
| <b>DURFLINGER, DAVID</b>                      |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 |          | CELL PHON...   | 1000211 · Accounts... |     | 1012308 · Sup...  |       | 65.00     |
| Bill Pmt -Check                               | 07/02/14 | 83377    | CELL PHON...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 65.00     |
| <b>EASY LIFT TRANSPORTATION</b>               |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 | 6098     | INVOICE 6098   | 1000211 · Accounts... |     | 2734221 · Eas...  |       | 1,000.00  |
| <b>EBELING, CHARLES</b>                       |          |          |                |                       |     |                   |       |           |
| Bill                                          | 07/01/14 |          | CELL PHON...   | 1000211 · Accounts... |     | 1030308 · Sup...  |       | 65.00     |
| Bill Pmt -Check                               | 07/02/14 | 83378    | CELL PHON...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 65.00     |
| <b>EDD-SDI</b>                                |          |          |                |                       |     |                   |       |           |
| Bill                                          | 06/26/14 | PAYR...  | 776-5147-9     | 1000211 · Accounts... |     | 1000223 · SDI...  |       | 996.00    |
| Bill Pmt -Check                               | 06/26/14 | 83358    | 776-5147-9     | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 996.00    |

**CITY OF CARPINTERIA**  
**Transaction List by Vendor**  
 June 18 through July 9, 2014

| Type                                     | Date     | Nm       | Memo           | Account               | Cir | Split             | Debit | Credit    |
|------------------------------------------|----------|----------|----------------|-----------------------|-----|-------------------|-------|-----------|
| Bill                                     | 07/07/14 | PAYR...  | 776-5147-9     | 1000211 · Accounts... |     | 1000223 · SDI...  |       | 979.22    |
| EDD-SIT                                  |          |          |                |                       |     |                   |       |           |
| Bill                                     | 06/26/14 | PAYR...  | 932-0283-6     | 1000211 · Accounts... |     | 1000221 · SIT...  |       | 3,912.01  |
| Bill Pmt -Check                          | 06/26/14 | 83359    | 932-0283-6     | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 3,912.01  |
| Bill                                     | 07/07/14 | PAYR...  | 932-0283-6     | 1000211 · Accounts... |     | 1000221 · SIT...  |       | 4,177.45  |
| EXCEL BRIDGE MANUFACTURING CO.           |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                          | 06/25/14 | 83335    | INVOICE #12... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 31,030.00 |
| FEDEX                                    |          |          |                |                       |     |                   |       |           |
| Bill                                     | 06/20/14 | 2-692... | 2-692-74086    | 1000211 · Accounts... |     | 3937308 · Sup...  |       | 26.33     |
| Bill Pmt -Check                          | 06/25/14 | 83349    | 2-692-74086    | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 26.33     |
| FIDELITY SECURITY LIFE INSURANCE         |          |          |                |                       |     |                   |       |           |
| Bill                                     | 06/25/14 | 8199...  | INVOICE #81... | 1000211 · Accounts... |     | -SPLIT-           |       | 189.81    |
| FIRST BANKCARD                           |          |          |                |                       |     |                   |       |           |
| Bill                                     | 06/26/14 | 9671     | 9671           | 1000211 · Accounts... |     | -SPLIT-           |       | 1,140.96  |
| Bill                                     | 06/26/14 | 1438     | 1438           | 1000211 · Accounts... |     | -SPLIT-           |       | 361.08    |
| Bill                                     | 06/26/14 | 9259     | 9259           | 1000211 · Accounts... |     | -SPLIT-           |       | 519.75    |
| Bill                                     | 06/26/14 | 1081     | 1081           | 1000211 · Accounts... |     | -SPLIT-           |       | 2,096.55  |
| Bill                                     | 06/26/14 | 1644     | 1644           | 1000211 · Accounts... |     | -SPLIT-           |       | 1,241.18  |
| FRONTADO, JOHN                           |          |          |                |                       |     |                   |       |           |
| Bill                                     | 07/01/14 |          | WELLNESS ...   | 1000211 · Accounts... |     | 1014194 · Wel...  |       | 350.91    |
| Bill Pmt -Check                          | 07/02/14 | 83379    | WELLNESS ...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 350.91    |
| GARCIA, FIDELA                           |          |          |                |                       |     |                   |       |           |
| Bill                                     | 07/01/14 |          | CELL PHON...   | 1000211 · Accounts... |     | 1011308 · Sup...  |       | 65.00     |
| Bill Pmt -Check                          | 07/02/14 | 83380    | CELL PHON...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 65.00     |
| GONZALEZ, ANA                            |          |          |                |                       |     |                   |       |           |
| Bill                                     | 06/20/14 | VETS...  | VETS HALL ...  | 1000211 · Accounts... |     | -SPLIT-           |       | 1,177.75  |
| Bill Pmt -Check                          | 06/25/14 | 83336    | VETS HALL ...  | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,177.75  |
| GOVERNOR'S OFFICE OF EMERGENCY SVCS      |          |          |                |                       |     |                   |       |           |
| Bill                                     | 07/01/14 | JEAK...  | JULIE JEAK...  | 1000211 · Accounts... |     | 1024215 · Dis...  |       | 81.00     |
| GRAINGER                                 |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                          | 07/02/14 | 83381    |                | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 363.22    |
| Bill Pmt -Check                          | 07/02/14 | 83405    |                | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 105.34    |
| HARTHORN, ROY                            |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                          | 06/25/14 | 83337    | INVOICE #11... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 4,857.52  |
| HASLER                                   |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                          | 06/18/14 | 83314    | 7900-0110-3... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,000.00  |
| HIDALGO, BENNY                           |          |          |                |                       |     |                   |       |           |
| Bill                                     | 07/01/14 |          | WELLNESS ...   | 1000211 · Accounts... |     | 1014194 · Wel...  |       | 350.91    |
| Bill Pmt -Check                          | 07/02/14 | 83382    | WELLNESS ...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 350.91    |
| HRN PERFORMANCE SOLUTIONS                |          |          |                |                       |     |                   |       |           |
| Bill                                     | 06/18/14 | 45982    | INVOICE #45... | 1000211 · Accounts... |     | 1018224 · Soft... |       | 535.68    |
| IMAGE NET                                |          |          |                |                       |     |                   |       |           |
| Bill                                     | 06/26/14 | 640      | INVOICE #640   | 1000211 · Accounts... |     | 1018224 · Soft... |       | 600.00    |
| IMPULSE INTERNET SERVICES                |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                          | 06/25/14 | 83350    | INVOICE #76... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 89.95     |
| IN THE SWIM                              |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check                          | 07/02/14 | 83383    |                | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 272.87    |
| INTERNATIONAL CITY COUNTY MANAGEMENT ASS |          |          |                |                       |     |                   |       |           |

# CITY OF CARPINTERIA

## Transaction List by Vendor

June 18 through July 9, 2014

| Type                       | Date     | Num      | Memo           | Account               | Clr | Split             | Debit | Credit    |
|----------------------------|----------|----------|----------------|-----------------------|-----|-------------------|-------|-----------|
| Bill                       | 06/18/14 | 391466   | MEMBERSHI...   | 1000211 · Accounts... |     | 1012305 · Du...   |       | 1,219.05  |
| J. H. DOUGLAS & ASSOCIATES | 06/30/14 |          |                |                       |     |                   |       |           |
| Bill                       | 06/30/14 | 1        | INVOICE #1     | 1000211 · Accounts... |     | 4242425 · SE...   |       | 15,770.00 |
| JACOBS, ALLAN              |          |          |                |                       |     |                   |       |           |
| Bill                       | 06/25/14 | PROJ...  | PROJECT 16...  | 1000211 · Accounts... |     | 1000251 · Dev...  |       | 1,108.23  |
| Bill Pmt -Check            | 07/02/14 | 83384    | PROJECT 16...  | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 1,108.23  |
| JIMENEZ, ERNEST            |          |          |                |                       |     |                   |       |           |
| Bill                       | 07/01/14 |          | WELLNESS ...   | 1000211 · Accounts... |     | 1014194 · Wel...  |       | 350.91    |
| Bill Pmt -Check            | 07/02/14 | 83385    | WELLNESS ...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 350.91    |
| JOHNSTONE SUPPLY           |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 07/02/14 | 83406    | INVOICE #34... | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 70.83     |
| KEISER, JON                |          |          |                |                       |     |                   |       |           |
| Bill                       | 06/20/14 | 13-14... | 13-14 EQUIP... | 1000211 · Accounts... |     | 2531197 · Indi... |       | 93.50     |
| Bill                       | 06/20/14 | 13-14... | 13-14 EQUIP... | 1000211 · Accounts... |     | 2531197 · Indi... |       | 211.79    |
| Bill Pmt -Check            | 07/02/14 | 83386    |                | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 305.29    |
| KIMBALL MIDWEST            |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 07/02/14 | 83407    | INVOICE 361... | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 221.69    |
| LAFCO                      |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 06/18/14 | 83301    | 2014-15 LAF... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 2,464.00  |
| LAWSON PRODUCTS INC        |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 06/18/14 | 83315    | INVOICE 930... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 107.09    |
| LEAGUE OF CA CITIES        |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 06/18/14 | 83302    | INVOICE #10... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 200.00    |
| LEMERE, PATRICIA           |          |          |                |                       |     |                   |       |           |
| Bill                       | 07/01/14 |          | WELLNESS ...   | 1000211 · Accounts... |     | 1014194 · Wel...  |       | 350.91    |
| Bill Pmt -Check            | 07/02/14 | 83387    | WELLNESS ...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 350.91    |
| LIFE ASSIST                |          |          |                |                       |     |                   |       |           |
| Bill                       | 06/26/14 | 679440   | INVOICE #67... | 1000211 · Accounts... |     | 2862308 · Sup...  |       | 394.12    |
| LINCOLN FINANCIAL GROUP    |          |          |                |                       |     |                   |       |           |
| Bill                       | 06/20/14 | JULY ... | JULY 2014 B... | 1000211 · Accounts... |     | -SPLIT-           |       | 2,263.22  |
| LOHUIS, DEREK              |          |          |                |                       |     |                   |       |           |
| Bill                       | 07/01/14 | PRO...   | PROGRAM ...    | 1000211 · Accounts... |     | -SPLIT-           |       | 40.00     |
| Bill Pmt -Check            | 07/02/14 | 83388    | PROGRAM ...    | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 40.00     |
| LYNDA.COM                  |          |          |                |                       |     |                   |       |           |
| Bill                       | 06/18/14 | 14-15... | CUSTOMER ...   | 1000211 · Accounts... |     | 1016228 · Em...   |       | 1,750.00  |
| Bill Pmt -Check            | 06/25/14 | 83338    | CUSTOMER ...   | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,750.00  |
| MCCORMIX CORP              |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 07/02/14 | 83389    |                | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 242.71    |
| MENTAL WELLNESS CENTER     |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 06/18/14 | 83303    | HOPE NET ...   | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,000.00  |
| METLIFE - GROUP BENEFITS   |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 06/25/14 | 83339    | JULY 2014 B... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 4,848.07  |
| MNS ENGINEERS INC          |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 06/18/14 | 83304    |                | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 17,060.52 |
| Bill Pmt -Check            | 06/25/14 | 83340    | INVOICE 644... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 11,032.50 |
| MONTECITO BANK & TRUST     |          |          |                |                       |     |                   |       |           |
| Bill Pmt -Check            | 06/18/14 | 83305    | 4138           | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 441.39    |
| Bill                       | 06/23/14 | 4120     | 4120           | 1000211 · Accounts... |     | 1024215 · Dis...  |       | 25.06     |

# CITY OF CARPINTERIA

## Transaction List by Vendor

June 18 through July 9, 2014

| Type                                            | Date     | Num     | Memo           | Account               | Clr | Split            | Debit | Credit    |
|-------------------------------------------------|----------|---------|----------------|-----------------------|-----|------------------|-------|-----------|
| Bill                                            | 06/23/14 | 5277    | 5277           | 1000211 · Accounts... |     | -SPLIT-          |       | 467.21    |
| <b>NORMAN'S NURSERY</b>                         |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 06/18/14 | 83316   | INVOICE #49... | 1000101 · Operatin... | *   | 1000211 · Acc... |       | 146.88    |
| <b>NORTH SPORTS</b>                             |          |         |                |                       |     |                  |       |           |
| Bill                                            | 06/23/14 | 0214... | INVOICE #02... | 1000211 · Accounts... |     | 2862308 · Sup... |       | 2,938.43  |
| <b>OTOJOY</b>                                   |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 06/26/14 | 83360   | VOID: INV-0... | 1000101 · Operatin... | X   | 1000211 · Acc... |       |           |
| Bill Pmt -Check                                 | 07/02/14 | 83365   | INV-0250       | 1000101 · Operatin... |     | 1000211 · Acc... | 0.00  | 2,130.00  |
| Bill Pmt -Check                                 | 07/02/14 | 83366   | INV-0250 #2    | 1000101 · Operatin... |     | 1000211 · Acc... |       | 2,130.00  |
| <b>PETTY CASH</b>                               |          |         |                |                       |     |                  |       |           |
| Bill                                            | 07/07/14 | PETT... | PETTY CASH     | 1000211 · Accounts... |     | -SPLIT-          |       | 240.02    |
| <b>PORT SUPPLY</b>                              |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 07/02/14 | 83408   | INVOICE 173... | 1000101 · Operatin... |     | 1000211 · Acc... |       | 282.36    |
| <b>PROFESSIONAL WASH CENTER</b>                 |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 07/02/14 | 83390   | INVOICE #82... | 1000101 · Operatin... |     | 1000211 · Acc... |       | 21.88     |
| <b>RADIOSHACK</b>                               |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 07/02/14 | 83391   | ACCT: 00000... | 1000101 · Operatin... |     | 1000211 · Acc... |       | 86.25     |
| <b>RECREONICS</b>                               |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 07/02/14 | 83392   | INVOICE 663... | 1000101 · Operatin... |     | 1000211 · Acc... |       | 1,540.00  |
| <b>ROBARGE, ROGER &amp; MONICA</b>              |          |         |                |                       |     |                  |       |           |
| Bill                                            | 06/24/14 | JG R... | JG REFUND      | 1000211 · Accounts... |     | -SPLIT-          |       | 323.00    |
| Bill Pmt -Check                                 | 07/02/14 | 83393   | JG REFUND      | 1000101 · Operatin... |     | 1000211 · Acc... |       | 323.00    |
| <b>ROBERTS, MATTHEW</b>                         |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 06/25/14 | 83351   | CELL PHON...   | 1000101 · Operatin... | *   | 1000211 · Acc... |       | 65.00     |
| Bill                                            | 07/01/14 |         | CELL PHON...   | 1000211 · Accounts... |     | 1069308 · Sup... |       | 65.00     |
| Bill                                            | 07/06/14 |         | CELL PHON...   | 1000211 · Accounts... |     | 1069308 · Sup... |       | 65.00     |
| <b>ROCKWELL PRINTING</b>                        |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 06/18/14 | 83306   | INVOICE #24... | 1000101 · Operatin... | *   | 1000211 · Acc... |       | 786.03    |
| Bill                                            | 06/18/14 | 24824   | INVOICE #24... | 1000211 · Accounts... |     | 1041308 · Sup... |       | 19.03     |
| Bill Pmt -Check                                 | 06/25/14 | 83341   |                | 1000101 · Operatin... | *   | 1000211 · Acc... |       | 64.39     |
| <b>RODRIGUEZ, NORBERTO</b>                      |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 07/02/14 | 83415   | VETS HALL ...  | 1000101 · Operatin... |     | 1000211 · Acc... |       | 250.00    |
| <b>SAFETY STRIPING SERVICE INC</b>              |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 07/02/14 | 83394   | CUSTOMER ...   | 1000101 · Operatin... |     | 1000211 · Acc... |       | 21,834.49 |
| <b>SANSUM CLINIC</b>                            |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 06/18/14 | 83307   |                | 1000101 · Operatin... | *   | 1000211 · Acc... |       | 468.00    |
| Bill Pmt -Check                                 | 06/25/14 | 83342   |                | 1000101 · Operatin... | *   | 1000211 · Acc... |       | 141.00    |
| Bill                                            | 06/25/14 | 1057... | INVOICE 105... | 1000211 · Accounts... |     | 2862320 · Pre... |       | 95.00     |
| Bill                                            | 06/25/14 | 1057... | INVOICE 105... | 1000211 · Accounts... |     | 2862320 · Pre... |       | 35.00     |
| Bill Pmt -Check                                 | 07/02/14 | 83395   |                | 1000101 · Operatin... |     | 1000211 · Acc... |       | 130.00    |
| <b>SANTA BARBARA COUNTY, PW WATER RESOURCES</b> |          |         |                |                       |     |                  |       |           |
| Bill                                            | 06/25/14 | EDU...  | EDUCATION...   | 1000211 · Accounts... |     | 3937308 · Sup... |       | 144.00    |
| Bill Pmt -Check                                 | 07/02/14 | 83409   | EDUCATION...   | 1000101 · Operatin... |     | 1000211 · Acc... |       | 144.00    |
| <b>SANTA BARBARA COUNTY, SHERIFF'S DEPT</b>     |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 07/02/14 | 83410   | 14-283         | 1000101 · Operatin... |     | 1000211 · Acc... |       | 116.72    |
| <b>SANTA BARBARA PEST CONTROL</b>               |          |         |                |                       |     |                  |       |           |
| Bill Pmt -Check                                 | 06/18/14 | 83317   |                | 1000101 · Operatin... | *   | 1000211 · Acc... |       | 110.00    |
| Bill                                            | 06/18/14 | 52124   | INVOICE #52... | 1000211 · Accounts... |     | 3332223 · Ch...  |       | 65.00     |

# CITY OF CARPINTERIA

## Transaction List by Vendor

June 18 through July 9, 2014

| Type                        | Date     | Num      | Memo           | Account               | Ctr | Split              | Debit | Credit    |
|-----------------------------|----------|----------|----------------|-----------------------|-----|--------------------|-------|-----------|
| Bill                        | 06/18/14 | 52125    | INVOICE #52... | 1000211 · Accounts... |     | 3332223 · Ch...    |       | 45.00     |
| SATCOM GLOBAL FZE           |          |          |                |                       |     |                    |       |           |
| Bill Pmt -Check             | 06/25/14 | 83352    | INVOICE AS...  | 1000101 · Operatin... | *   | 1000211 · Acc...   |       | 42.75     |
| SBCAG                       |          |          |                |                       |     |                    |       |           |
| Bill Pmt -Check             | 06/18/14 | 83308    | REIMBURSE...   | 1000101 · Operatin... | *   | 1000211 · Acc...   |       | 44,682.54 |
| SEUI LOCAL 620              |          |          |                |                       |     |                    |       |           |
| Bill                        | 06/26/14 | PAYR...  | PAYROLL 06...  | 1000211 · Accounts... |     | 1000229 · SEI...   |       | 146.19    |
| Bill Pmt -Check             | 06/26/14 | 83361    | PAYROLL 06...  | 1000101 · Operatin... | *   | 1000211 · Acc...   |       | 146.19    |
| Bill                        | 07/07/14 | PAYR...  | PAYROLL 07...  | 1000211 · Accounts... |     | 1000229 · SEI...   |       | 146.19    |
| SEVENTH STREET COTTAGES LLC |          |          |                |                       |     |                    |       |           |
| Bill                        | 06/25/14 | PROJ...  | PROJECT 10...  | 1000211 · Accounts... |     | 1000251 · Dev...   |       | 1,943.57  |
| Bill Pmt -Check             | 07/02/14 | 83396    | PROJECT 10...  | 1000101 · Operatin... |     | 1000211 · Acc...   |       | 1,943.57  |
| SILK, KEVIN                 |          |          |                |                       |     |                    |       |           |
| Bill                        | 07/01/14 | 83397    | CELL PHON...   | 1000211 · Accounts... |     | 1044308 · Sup...   |       | 35.00     |
| Bill Pmt -Check             | 07/02/14 |          | CELL PHON...   | 1000101 · Operatin... |     | 1000211 · Acc...   |       | 35.00     |
| SO CA EDISON                |          |          |                |                       |     |                    |       |           |
| Bill Pmt -Check             | 06/18/14 | 83309    | 2-01-201-6465  | 1000101 · Operatin... | *   | 1000211 · Acc...   |       | 7,438.37  |
| Bill                        | 06/19/14 | 2-25...  | 2-25-126-2002  | 1000211 · Accounts... |     | 2361313 · Utili... |       | 36.99     |
| Bill                        | 06/19/14 | 2-27...  | 2-27-939-9950  | 1000211 · Accounts... |     | 1013314 · Utili... |       | 25.08     |
| Bill Pmt -Check             | 06/25/14 | 83353    |                | 1000101 · Operatin... | *   | 1000211 · Acc...   |       | 62.07     |
| Bill                        | 06/25/14 | 2-00...  | 2-00-378-2059  | 1000211 · Accounts... |     | -SPLIT-            |       | 5,495.70  |
| Bill                        | 06/28/14 | 2-22...  | 2-22-684-6459  | 1000211 · Accounts... |     | 2923220 · Str...   |       | 29.39     |
| Bill                        | 06/28/14 | 2-14...  | 2-14-791-5870  | 1000211 · Accounts... |     | 2923220 · Str...   |       | 126.21    |
| Bill                        | 06/28/14 | 2-17...  | 2-17-070-7434  | 1000211 · Accounts... |     | 2923220 · Str...   |       | 58.26     |
| Bill                        | 06/28/14 | 2-19...  | 2-19-146-8248  | 1000211 · Accounts... |     | 2923220 · Str...   |       | 39.44     |
| Bill                        | 06/28/14 | 2-30...  | 2-30-652-4281  | 1000211 · Accounts... |     | 4865309 · Mis...   |       | 127.75    |
| Bill                        | 06/28/14 | 2-32...  | 2-32-832-7564  | 1000211 · Accounts... |     | -SPLIT-            |       | 1,653.46  |
| Bill                        | 07/01/14 | 2-26...  | 2-26-504-7225  | 1000211 · Accounts... |     | 2923210 · Traf...  |       | 29.33     |
| SO CA GAS COMPANY           |          |          |                |                       |     |                    |       |           |
| Bill Pmt -Check             | 06/18/14 | 83318    |                | 1000101 · Operatin... | *   | 1000211 · Acc...   |       | 5,399.13  |
| Bill                        | 06/19/14 | 006-5... | 006-514-270... | 1000211 · Accounts... |     | 4866314 · Utili... |       | 913.37    |
| Bill Pmt -Check             | 07/02/14 | 83411    | 006-514-270... | 1000101 · Operatin... |     | 1000211 · Acc...   |       | 913.37    |
| STAPLES ADVANTAGE           |          |          |                |                       |     |                    |       |           |
| Bill Pmt -Check             | 06/18/14 | 83310    |                | 1000101 · Operatin... | *   | 1000211 · Acc...   |       | 358.96    |
| Bill Pmt -Check             | 06/18/14 | 83319    |                | 1000101 · Operatin... | *   | 1000211 · Acc...   |       | 531.63    |
| Bill                        | 06/18/14 | 3234...  | 3234271743     | 1000211 · Accounts... |     | 1013308 · Sup...   |       | 48.24     |
| Bill                        | 06/18/14 | 3234...  | 3234271742     | 1000211 · Accounts... |     | 2531308 · Sup...   |       | 24.58     |
| Bill                        | 06/18/14 | 3234...  | 3234271741     | 1000211 · Accounts... |     | 2531308 · Sup...   |       | 162.45    |
| Bill                        | 06/20/14 | 3234...  | 3234409319     | 1000211 · Accounts... |     | 1024215 · Dis...   |       | 102.11    |
| Bill                        | 06/20/14 | 3234...  | 3234409318     | 1000211 · Accounts... |     | 1013308 · Sup...   |       | 1,219.33  |
| Bill                        | 06/20/14 | 3234...  | 3234409317     | 1000211 · Accounts... |     | 4866308 · Sup...   |       | 137.59    |
| Bill Pmt -Check             | 06/25/14 | 83354    |                | 1000101 · Operatin... | *   | 1000211 · Acc...   |       | 609.75    |
| Bill                        | 06/25/14 | 3234...  | 3234796733     | 1000211 · Accounts... |     | -SPLIT-            |       | 232.74    |
| Bill                        | 06/26/14 | 3234...  | 3234863076     | 1000211 · Accounts... |     | -SPLIT-            |       | 404.22    |
| Bill                        | 06/26/14 | 3234...  | 3234863077     | 1000211 · Accounts... |     | 1013308 · Sup...   |       | 25.92     |
| Bill                        | 06/26/14 | 3234...  | 3234863078     | 1000211 · Accounts... |     | 1013308 · Sup...   |       | 25.92     |
| Bill                        | 06/26/14 | 3234...  | 3234863079     | 1000211 · Accounts... |     | 1013308 · Sup...   |       | 570.19    |
| Bill                        | 06/27/14 | 3234...  | 3234927227     | 1000211 · Accounts... |     | 1045308 · Sup...   |       | 57.77     |

# CITY OF CARPINTERIA

## Transaction List by Vendor

June 18 through July 9, 2014

| Type                                      | Date     | Num      | Memo           | Account               | Clr | Split             | Debit | Credit   |
|-------------------------------------------|----------|----------|----------------|-----------------------|-----|-------------------|-------|----------|
| Bill                                      | 06/27/14 | 3234...  | 3234927228     | 1000211 · Accounts... |     | 1045308 · Sup...  |       | 57.23    |
| Bill                                      | 06/28/14 | 3235...  | 3235199281     | 1000211 · Accounts... |     | 2531308 · Sup...  |       | 232.74   |
| Bill Pmt -Check                           | 07/02/14 | 83398    | 3233636358     | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 213.90   |
| Bill Pmt -Check                           | 07/02/14 | 83412    |                | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 277.50   |
| <b>STATE CONTROLLERS OFFICE</b>           |          |          |                |                       |     |                   |       |          |
| Bill                                      | 06/25/14 | 39969    | INVOICE #39... | 1000211 · Accounts... |     | 2514228 · Ga...   |       | 1,021.13 |
| <b>T. ROWE PRICE</b>                      |          |          |                |                       |     |                   |       |          |
| Bill                                      | 06/26/14 | PAYR...  | PAYROLL C...   | 1000211 · Accounts... |     | 1000105 · IC...   |       | 50.00    |
| Bill Pmt -Check                           | 06/26/14 | 83362    | PAYROLL C...   | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 50.00    |
| Bill                                      | 07/07/14 | PAYR...  | PAYROLL C...   | 1000211 · Accounts... |     | 1000105 · IC...   |       | 50.00    |
| <b>THE ARK PET SHOP</b>                   |          |          |                |                       |     |                   |       |          |
| Bill                                      | 06/20/14 | 38       | INVOICE #38    | 1000211 · Accounts... |     | 1047308 · Sup...  |       | 234.18   |
| Bill Pmt -Check                           | 07/02/14 | 83399    | INVOICE #38    | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 234.18   |
| <b>THE STORAGE PLACE</b>                  |          |          |                |                       |     |                   |       |          |
| Bill                                      | 07/03/14 | JULY ... | STORAGE R...   | 1000211 · Accounts... |     | 1013221 · Mis...  |       | 305.00   |
| <b>THORNBERRY, JOHN</b>                   |          |          |                |                       |     |                   |       |          |
| Bill                                      | 07/01/14 |          | CELL PHON...   | 1000211 · Accounts... |     | 1014308 · Sup...  |       | 65.00    |
| Bill Pmt -Check                           | 07/02/14 | 83400    | VOID: CELL ... | 1000101 · Operatin... |     | 1000211 · Acc...  | 0.00  |          |
| Bill Pmt -Check                           | 07/02/14 | 83416    | CELL PHON...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 65.00    |
| <b>TIPSY INC</b>                          |          |          |                |                       |     |                   |       |          |
| Bill                                      | 06/24/14 | 216432   | INVOICE 216... | 1000211 · Accounts... |     | 2864302 · Pur...  |       | 1,125.69 |
| <b>TRANSAMERICA EMPLOYEE BENEFITS</b>     |          |          |                |                       |     |                   |       |          |
| Bill Pmt -Check                           | 06/25/14 | 83355    | GROUP ID #...  | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 979.64   |
| Bill                                      | 07/01/14 | JULY ... | GROUP ID #...  | 1000211 · Accounts... |     | -SPLIT-           |       | 979.64   |
| <b>TRI-CO BLUE PRINT &amp; SUPPLY</b>     |          |          |                |                       |     |                   |       |          |
| Bill Pmt -Check                           | 06/18/14 | 83311    | 6011           | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 6.89     |
| <b>UNITED WAY OF SANTA BARBARA COUNTY</b> |          |          |                |                       |     |                   |       |          |
| Bill                                      | 06/26/14 | PAYR...  | PAYROLL 06...  | 1000211 · Accounts... |     | 1000224 · Unit... |       | 20.00    |
| Bill Pmt -Check                           | 06/26/14 | 83363    | PAYROLL 06...  | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 20.00    |
| Bill                                      | 07/07/14 | PAYR...  | PAYROLL 07...  | 1000211 · Accounts... |     | 1000224 · Unit... |       | 20.00    |
| <b>VALLE, BRENDA</b>                      |          |          |                |                       |     |                   |       |          |
| Bill Pmt -Check                           | 07/02/14 | 83417    | VETS HALL ...  | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 295.25   |
| <b>VANTAGEPOINT TRANSFER AGENTS - 457</b> |          |          |                |                       |     |                   |       |          |
| Bill                                      | 06/26/14 | PAYR...  | PAYROLL 06...  | 1000211 · Accounts... |     | 1000105 · IC...   |       | 950.00   |
| Bill Pmt -Check                           | 06/26/14 | 83364    | PAYROLL 06...  | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 950.00   |
| Bill                                      | 07/07/14 | PAYR...  | PAYROLL 07...  | 1000211 · Accounts... |     | 1000105 · IC...   |       | 950.00   |
| <b>VENCO POWER SWEEPING INC</b>           |          |          |                |                       |     |                   |       |          |
| Bill Pmt -Check                           | 07/02/14 | 83413    | INVOICE 004... | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 3,318.60 |
| <b>VENCO WESTERN INC</b>                  |          |          |                |                       |     |                   |       |          |
| Bill Pmt -Check                           | 07/02/14 | 83401    |                | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 8,106.11 |
| <b>VERIZON CALIFORNIA</b>                 |          |          |                |                       |     |                   |       |          |
| Bill Pmt -Check                           | 06/18/14 | 83320    | 01171112134... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 186.99   |
| Bill                                      | 06/25/14 | 0117...  | 01171126512... | 1000211 · Accounts... |     | -SPLIT-           |       | 87.00    |
| Bill                                      | 06/25/14 | 0117...  | 01171112861... | 1000211 · Accounts... |     | -SPLIT-           |       | 87.00    |
| <b>VERIZON WIRELESS</b>                   |          |          |                |                       |     |                   |       |          |
| Bill                                      | 06/20/14 | 9726...  | INVOICE #97... | 1000211 · Accounts... |     | 1042308 · Sup...  |       | 113.34   |
| Bill Pmt -Check                           | 06/25/14 | 83343    | INVOICE #97... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 113.34   |
| <b>VERNON, THOMAS</b>                     |          |          |                |                       |     |                   |       |          |

**CITY OF CARPINTERIA**  
**Transaction List by Vendor**  
 June 18 through July 9, 2014

| Type                             | Date     | Num     | Memo           | Account               | Cir | Split             | Debit | Credit   |
|----------------------------------|----------|---------|----------------|-----------------------|-----|-------------------|-------|----------|
| Bill                             | 06/25/14 | PROJ... | PROJECT 10...  | 1000211 · Accounts... |     | 1000251 · Dev...  |       | 207.41   |
| Bill Pmt -Check                  | 07/02/14 | 83402   | PROJECT 10...  | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 207.41   |
| <b>VJS BIOLOGICAL CONSULTING</b> |          |         |                |                       |     |                   |       |          |
| Bill                             | 07/02/14 | JUNE... | JUNE 2014 B... | 1000211 · Accounts... |     | 1041225 · Mis...  |       | 382.50   |
| <b>VOGUE SIGN COMPANY</b>        |          |         |                |                       |     |                   |       |          |
| Bill                             | 06/25/14 | PROJ... | PROJECT 16...  | 1000211 · Accounts... |     | 1000251 · Dev...  |       | 334.85   |
| Bill Pmt -Check                  | 07/02/14 | 83403   | PROJECT 16...  | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 334.85   |
| <b>WALLACE GROUP</b>             |          |         |                |                       |     |                   |       |          |
| Bill Pmt -Check                  | 06/25/14 | 83356   | INVOICE #37... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 3,579.75 |
| <b>WATER GEAR INC</b>            |          |         |                |                       |     |                   |       |          |
| Bill                             | 06/24/14 | 0023... | INVOICE 002... | 1000211 · Accounts... |     | 4862329 · Jr. ... |       | 227.60   |
| Bill Pmt -Check                  | 06/25/14 | 83357   | INVOICE 002... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 203.13   |
| <b>WAUSAU TILE INC</b>           |          |         |                |                       |     |                   |       |          |
| Bill Pmt -Check                  | 06/18/14 | 83312   | INVOICE 462... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 1,121.89 |
| <b>WEST GROUP</b>                |          |         |                |                       |     |                   |       |          |
| Bill Pmt -Check                  | 06/25/14 | 83344   | 565-139-500    | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 128.82   |
| <b>WISSING, ALICE</b>            |          |         |                |                       |     |                   |       |          |
| Bill                             | 06/24/14 | PC 0... | PC 06-02-14    | 1000211 · Accounts... |     | -SPLIT-           |       | 82.50    |
| Bill Pmt -Check                  | 06/25/14 | 83345   | PC 06-02-14    | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 82.50    |
| <b>ZEE MEDICAL SERVICE CO</b>    |          |         |                |                       |     |                   |       |          |
| Bill Pmt -Check                  | 07/02/14 | 83404   | CUSTOMER ...   | 1000101 · Operatin... |     | 1000211 · Acc...  |       | 97.52    |
| <b>ZERO WASTE USA, INC</b>       |          |         |                |                       |     |                   |       |          |
| Bill Pmt -Check                  | 06/25/14 | 83346   | INVOICE 525... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 940.57   |
| <b>ZUMAR INDUSTRIES INC.</b>     |          |         |                |                       |     |                   |       |          |
| Bill Pmt -Check                  | 06/18/14 | 83321   | INVOICE 015... | 1000101 · Operatin... | *   | 1000211 · Acc...  |       | 223.59   |

**TOTAL      \$783,090.80**

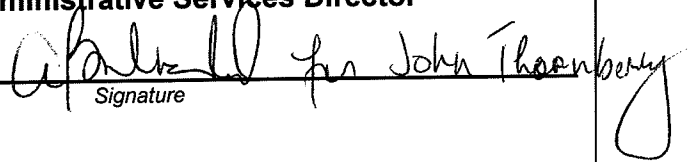
**STAFF REPORT**  
**CITY COUNCIL MEETING**  
**July 14, 2014**

**ITEM FOR COUNCIL CONSIDERATION:**

**DESTRUCTION OF CERTAIN ACCOUNTS PAYABLE, PAYROLL, CASH RECEIPTS, AND  
BUSINESS LICENSE RECORDS.**

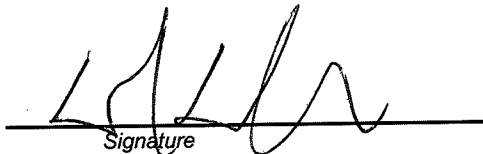
**Report prepared by:** John Thornberry, Administrative Services Director

**Department:** Administrative Services

  
Signature

**Reviewed by:**

**City Manager**

  
Signature

**STAFF RECOMMENDATION:**

**ACTION ITEM x ; NON-ACTION ITEM \_\_\_\_**

**STAFF RECOMMENDATION: Adopt the attached Resolution No. 5543, as read by title only,  
authorizing the destruction of certain accounts payable, payroll, cash receipts, State  
Controller's reports and business license records as specified in Exhibit A.**

**MOTION: None Required**

**I. BACKGROUND:**

In a continuing effort to purge files that are no longer needed and in consideration of the City's Record Retention Policy and historical practice, the Administrative Services Department wishes to destroy certain accounts payable, payroll, cash receipts and business license documents from fiscal year 2006-07.

**II. POLICY:**

The practice of the finance department has been to retain records for seven years plus the current year. All other non-duplicate departmental records, such as General Ledgers, are retained permanently. These retention periods meet or exceed levels required by law and by City Council Resolution 4873, adopted April 12, 2004, concerning Rules and Regulations Governing the Policy and Procedure for the Retention and Disposition of Records (Records Retention Policy) for the City.

**III. FINANCIAL CONSIDERATIONS:**

Retention of records beyond the historical practice will result in additional storage costs.

**IV. LEGAL ISSUES:**

The City Attorney has reviewed and approved the list of documents to be destroyed, shown as Exhibit A, attached to the resolution.

**V. ALTERNATIVE :**

Continue to retain the records for a longer period of time or indefinitely.

**VI. PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**VII. ATTACHMENTS:**

Resolution No. 5543  
Exhibit A, Records List

**RESOLUTION NO. 5543**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF CARPINTERIA  
AUTHORIZING DESTRUCTION OF CERTAIN RECORDS  
(July 2014)**

**WHEREAS**, California Government Code Section 34090 permits the destruction of certain records subject to certain conditions; and

**WHEREAS**, the Administrative Services Department has recommended that certain records in the department be destroyed and the City Manager has approved said recommendation; and

**WHEREAS**, said records have now been retained for periods of time that meet or exceed levels required by law and by City Council Resolution 4873 adopted April 12, 2004 concerning Rules and Regulations Governing the Policy and Procedure for the Retention and Disposition of Records for the City; and

**WHEREAS**, the City Attorney has issued his consent in writing to said recommendation and approval; and

**WHEREAS**, a list of records to be destroyed is attached hereto as Exhibit "A" consisting of two pages.

**NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL HEREBY RESOLVES** that those records identified in Exhibit A: attached hereto are approved for destruction as recommended.

**PASSED, APPROVED AND ADOPTED** this 14th day of July, 2014, by the following called vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCILMEMBERS:

\_\_\_\_\_  
Mayor, City of Carpinteria

ATTEST:

\_\_\_\_\_  
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this 14th day of July, 2014.

\_\_\_\_\_  
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**RESOLUTION NO. 5543**

The Administrative Services Department requests authority to destroy obsolete records as detailed below.

**Note:** Unless otherwise noted all records are located at the City's Storage Facility.

[illegible]

CITY OF CARPINTERIA  
REQUEST TO DESTROY OBSOLETE RECORDS  
Page 2

I hereby certify that:

- The record(s) are under the management or control of the Department head.
- To the best of his/her knowledge, the descriptive titles, information, and classifications contained in the request form are true and accurate.
- The minimum retention time periods required by City Resolution No. 4873 Retention Schedule) have been satisfied for all records included in the request form.
- Retention of the record is no longer required for operation of the department, or to satisfy a city council policy adopted by resolution, or a city Council request, or by the city for administrative, historical, research, fiscal, legal, or cultural purposes.
- The destruction or other disposition of the record will not violate state law, these Rules, or other applicable law.
- Destruction of the record(s) is hereby recommended.

Date: July 14, 2014

Job Title: Administrative Services Director

\_\_\_\_\_  
Signature of Department Head or  
authorized Designee, requesting destruction  
of records

Approved for Destruction:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Approved for destruction at City Council meeting held July 14, 2014.

Exhibit A

**STAFF REPORT**  
**CITY COUNCIL MEETING**  
**July 14, 2014**

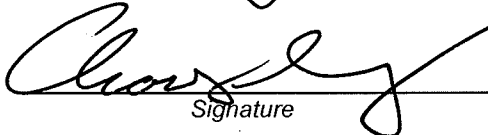
**ITEMS FOR COUNCIL CONSIDERATION:**

**Second Reading of Watershed Management Ordinance**

**Report prepared by:** Erin Maker, Environmental Coordinator  
**Department:** Public Works

  
Signature

**Reviewed by**  
**Director of**  
**Public Works:**

  
Signature

**Reviewed by**  
**City Manager:**

\_\_\_\_\_  
Signature

**ACTION**  X  **NON-ACTION** \_\_\_\_ **STAFF RECOMMENDATION:**

**Recommendation:** That the City Council approve the second reading and adopt Ordinance No. 667, Watershed Management, as read by title only.

**Sample Motion:** I move to approve the second reading and adopt Ordinance No. 667, Watershed Management, as read by title only.

**I. BACKGROUND:**

At its regular meeting of June 23, 2014, the City Council approved on first reading Ordinance No. 667, and continued the matter to July 14, 2014 for its second reading. Ordinance No. 667 establishes Chapter 8.10 of the Carpinteria Municipal Code, Watershed Management.

The provisions of the Ordinance meet the minimum standards set by the State and Regional Water Boards through the Permit by reducing pollutants in stormwater discharges to the maximum extent practicable and preventing illicit connections to the storm drain system.

## **II. DISCUSSION:**

Protection of local resources and improving and enhancing water quality is achieved through regulating pollutants that enter the storm drain system and local water bodies. Key provisions of the ordinance are listed below.

### **Prohibition of Illegal Discharges**

Runoff containing pollutants is known to be the largest contributor to water quality issues on the planet. Prohibiting the discharge of any pollutants into the storm drain system and prohibiting illegal connections improves water quality and reduces the potential of adverse impacts to local water bodies. Article II of Chapter 8.10, Discharge Prohibitions, covers illegal discharges, illegal connections, and other discharge violations.

### **Reduce stormwater runoff rates and volumes and non-point source pollution whenever possible**

The Central Coast Regional Water Quality Control Board adopted post-construction stormwater management requirements for development projects in the Central Coast region on July 12, 2013. The intent of these controls is to reduce stormwater runoff rates and potential sources of pollution through post-construction controls, such as low impact development, by treating runoff for water quality. Additionally, larger projects are required to retain onsite a percentage of runoff, and in some cases the peak flows of a storm. These requirements are implemented through the Santa Barbara County Stormwater Technical Guide, which details what requirements apply to which projects and offers guidance on design, constraints, and other measures that projects will need to follow to comply with the requirements. In addition to the above regulations, Article II of Chapter 8.10 details the requirement to abate and mediate spills and watercourse protection,

### **Establish legal authority to impose stormwater management fees and carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance**

To effectively enforce the standards set forth in the Permit by the State and Regional Boards, it is necessary to establish legal authority to prevent pollution, gain access to and inspect post-construction runoff controls, and monitor water quality. This authority is set by Article V of Chapter 8.10 and includes Federal Clean Water Act/Porter Cologne Act violations.

The City has had an active storm water program since November of 2009, when Carpinteria's Stormwater Management Plan (SWMP) was first approved by the Central Coast Regional Water Quality Control Board (Regional Board). Like other existing programs, there was overlap between the City's approved SWMP term and the effectiveness date of the new Permit. The new program elements were incorporated into the existing program, and Carpinteria received approval of the final guidance document March 10, 2014 from the Regional Board.

## **III. POLICY:**

This Ordinance is consistent with the Clean Water Act, the Porter-Cologne Water Quality Control Act and the Statewide Phase II MS4 Permit.

It is also consistent with the following General Plan Policies:

*Objective OSC-1.* Protect, preserve and enhance local natural resources and habitats.  
*Objective OSC-6.* Preserve the natural environmental qualities of creekways and protect riparian habitat.  
*Objective OSC-10.* Conserve all water resources, and protect the quality of water.

#### **IV. FINANCIAL CONSIDERATIONS:**

The financial impacts associated with Ordinance No. 667 will escalate as new program elements of the Phase II MS4 Permit become effective. Engineering review and inspection of post-construction runoff controls is cost recoverable through engineering permits. Many of the Permit elements were part of the existing program and have been in effect since the City's SWMP was first approved.

Currently, implementation of this program is an estimated \$140,000, including staff time. Engineering review and inspection is highly variable, depending on the size and complexity of the project, but can range from hundreds to thousands of dollars; this cost is passed along to project applicants. Exact future financial impacts are unknown as some details of implementation measures are still being worked out by the Regional Board, but the Department of Public Works estimates additional \$20,000 in expenditures in the coming fiscal year.

#### **V. ATTACHMENTS:**

Attachment A: Ordinance No. 667, Watershed Management

**ATTACHMENT A**  
**Ordinance No. 667, Watershed Management**

## **ORDINANCE NO. 667**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, ADDING CHAPTER 8.10, TITLED WATERSHED MANAGEMENT**

**WHEREAS**, the federal Water Pollution Control Act, 33 U.S.C. Sections 1251, et seq. (also referred to as the Clean Water Act), provides for the regulation and reduction of pollutants discharged into waters of the State by extending National Pollutant Discharge Elimination System (NPDES) requirements to storm water and urban runoff discharge into the City's storm drain system; and

**WHEREAS**, storm water flows from individual properties to the municipal storm drain system and then ultimately to the waters of the State; and

**WHEREAS**, the Porter-Cologne Water Quality Control Act, California Water Code Sections 13000, et seq., establishes the California State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards (RWQCB) and regulates water quality for waters of the State; and

**WHEREAS**, pursuant to the Clean Water Act, the SWRCB adopted a statewide general NPDES permit in order to efficiently regulate numerous storm water discharges under a single permit; and

**WHEREAS**, the City of Carpinteria (City) is subject to and must comply with the SWRCB Phase II Small Municipal Separate Storm Sewer System (MS4) Program, which serves as the general NPDES permit; and

**WHEREAS**, the City is subject to and must comply with the Central Coast Regional Water Quality Control Board Resolution No. R3-2013-0032 – Post Construction Stormwater Management Requirements For Development Projects In the Central Coast Region; and

**WHEREAS**, under the provisions of the NPDES permit, the City is required to adopt enforceable mechanisms which must include the development and implementation of the necessary legal authority and appropriate procedures to regulate the entry of pollutants and non-storm water discharges into the City storm drain system; and

**WHEREAS**, the City seeks to adopt regulations that ensure the health, safety and general welfare of its citizens, and protect and enhance the quality of its watercourses and water bodies pursuant to and in a manner consistent with the Clean Water Act and Porter-Cologne Water Quality Control Act by reducing pollutants and non-storm water discharges to the maximum extent practicable.

**NOW, THEREFORE BE IT ORDAINED** that the City Council of the City of Carpinteria hereby approves the addition of Chapter 8.10, Watershed Management, to the Carpinteria Municipal Code.

#### **SECTION 1.            Recitals**

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

**SECTION 2.**

Chapter 8.10, Watershed Management, is hereby added to Carpinteria Municipal Code to read as follows:

**“CHAPTER 8.10, WATERSHED MANAGEMENT”**

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| <b>8.10.040</b> | <b>Applicability</b>                         |
| <b>8.10.050</b> | <b>Responsibility for Administration</b>     |
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## **CHAPTER 8.10 STORMWATER MANAGEMENT**

### **ARTICLE 1. IN GENERAL**

#### **8.10.010 Title.**

This Ordinance shall be known as the "Watershed Management Ordinance" of the City of Carpinteria and may be so cited.

#### **8.10.020 Purpose and Intent.**

The purpose and intent of this Ordinance is to protect and enhance the water quality of waters of the state and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. Section 1251 et seq.), the Porter-Cologne Water Quality Control Act (California Water Code §13000 et seq.), the SWRCB Water Quality Order No. 2013-0001-DWQ, and the Central Coast Regional Water Quality Control Board Order No. 2013-0001 by reducing pollutants in storm water discharges to the maximum extent practicable and by prohibiting non-storm water discharges to the Storm Drain System. All regulated projects, except those exempted in Regional Water Quality Control Board Order No. 2013-0001, shall be subject to the California Regional Water Quality Control Board, Central Coast Region, Resolution No. R3-2013-0032, Post-Construction Stormwater Management Requirements for Developmental Projects in the Central Coast Region, as amended from time to time. The Stormwater Technical Guide as set forth by the County of Santa Barbara may be used for guidance in complying with the Post-Construction Stormwater Management Requirements for Developmental Projects in the Central Coast Region.

The objectives of this Chapter are:

1. To regulate the contribution of Pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user;
2. To prohibit Illicit Connections and Illegal Discharges to the MS4;
3. To eliminate, to the maximum extent practicable, the discharge of Pollutants that would degrade the water quality of local creeks and streams;
4. To reduce stormwater runoff rates and volumes and non-point source Pollution whenever possible through storm water management controls, and ensuring that these management controls are properly maintained and pose no threat to public safety; and
5. To establish legal authority to impose stormwater management penalties and carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Chapter.

#### **8.10.030 Definitions.**

**Authorized Enforcement Agency.** Employees or designees of the City of Carpinteria designated to enforce this Chapter.

**Best Management Practices (BMPs).** Activities, practices and procedures to prevent or reduce the discharge of pollutants directly or indirectly into the municipal storm drain system and waters of the state. Best Management Practices include but are not limited to: treatment facilities to remove pollutants from storm water; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-storm water, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices and procedures and such other provisions as the City determines appropriate for the control of pollutants.

**City.** The City of Carpinteria.

**Clean Water Act.** The Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), and any subsequent amendments thereto.

**Commercial Activity.** Any public or private enterprise involved in the storage, transportation, distribution, exchange or sale of goods and/or commodities or providing professional and/or non-professional services.

**Construction Activity.** Sites where activities, including but not limited to clearing and grubbing, grading, excavating, demolition, new construction, reconstruction, additions or remodeling of any structure or property are being performed.

**Contamination.** Contamination is as defined in California Water Code §13050(k). *"Contamination" means an impairment of the quality of the waters of the state by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. "Contamination" includes any equivalent effect resulting from the disposal of waste, whether or not waters of the state are affected.*

**Director.** "Director" shall mean the Director of the City's Public Works Department, or his or her designee.

**Discharge.** Any release, spill, leak, pump, flow, escape, dumping or disposal of any liquid, semi-solid or solid substance.

**Discharger:** Any responsible party or site owner or operator who discharges runoff, or a non-stormwater discharge.

**Hazardous Materials.** Any material, including any substance, waste or combination thereof, which because of its quantity, concentration or physical, chemical or infectious characteristics, may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

**Illegal Discharge.** Any direct or indirect non-storm water discharge to the Storm Drain System, except as exempted in Section 14-2-1 of Chapter 2.

**Illicit Connection.** An illicit connection is defined as either of the following:

1. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the Storm Drain System including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater and wash water to enter the Storm Drain System, and any connections to the Storm Drain System from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted or approved by a government agency; or
2. Any drain or conveyance connected from a commercial or industrial land use to the Storm Drain System which has not been documented in plans, maps or equivalent records and approved by the City.

**Industrial Activity.** Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

**Low Impact Development.** An approach to development that incorporates features to reduce run-off and impacts through use of natural landscape features, bioretention facilities, rain gardens, vegetated rooftops, rain barrels, minimizing impervious surfaces and treating storm water as a resource rather than a waste product.

**National Pollutant Discharge Elimination System (NPDES) Permits.** General, group and individual storm water discharge permits issued by the State Board or Regional Board which regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act.

**Non-Storm Water Discharge.** Any discharge to the Storm Drain System that is not composed entirely of storm water.

**Nuisance.** Meaning ascribed to nuisance by California Water Code § 13050(m).

*"Nuisance" means anything which meets all of the following requirements:*

- (1) Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property.*
- (2) Affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.*
- (3) Occurs during, or as a result of the treatment or disposal of wastes.*

**Pollutant.** Anything that causes or contributes to pollution. Pollutants include, but are not limited to, the following:

1. Commercial and industrial waste (such as paints, varnishes, detergents, plastic pellets, fertilizers, herbicides, pesticides, slag, ash, sludge and other hazardous materials);
2. Metals, dissolved and particulate metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium), and nonmetals (such as phosphorus and arsenic);
3. Petroleum hydrocarbons (such as fuels, lubricants, surfactants, oils, solvents, coolants, grease and other automotive fluids);
4. Eroded soils, sediment and particulate materials in amounts which may cause or contribute to pollution;
5. Human wastes (such as sewage, septic effluent, and gray water discharge);
6. Animal wastes (such as occur in confinement facilities, kennels, pens, recreational facilities, stables, and show facilities);
7. Non-hazardous liquid and solid wastes (such as yard wastes, refuse, rubbish, garbage, litter or other discarded or abandoned objects);
8. Wastes and residues that result from constructing a building or structure (such as sediments, slurries and concrete residuals);
9. Other hazardous materials, including household hazardous wastes (such as paints, cleaners, oils, batteries, pesticides and other household products that contain corrosive, toxic, ignitable or reactive ingredients) and radioactive materials; and
10. Noxious or offensive matter of any kind.

**Pollution.** Alteration of the quality of waters by waste to a degree which unreasonably affects or has the potential to unreasonably affect either the waters for beneficial uses or the facilities which serve beneficial uses. Pollution also includes Contamination. (California Water Code §13050(1)(1)).

**Porter-Cologne Act.** The Porter-Cologne Water Quality Control Act and as amended (California Water Code §13000 et seq.).

**Premises.** Any building, lot, parcel of land or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

**Remediation.** The abatement or removal of pollution or contaminants from land or water (including sediments in waterways) for the general protection of human health and the environment.

**Storm Water Control Measures.** Storm water management measures integrated into project designs that emphasize protection of watershed processes through replication of pre-development runoff patterns (rate, volume, duration). Physical control measures include, but are not limited to, bioretention/rain gardens, permeable pavements, dispersion, soil quality and depth, minimal excavation foundations and water use. Design control measures include but are not limited to conserving and protecting the drainage features, directing runoff from impervious surfaces toward pervious areas, and distributing physical control measures to maximize infiltration, filtration, storage, evaporation, and transpirations of stormwater before it becomes runoff.

**Storm Water Control Plan.** A plan that meets those criteria contained in the most recent version of the Stormwater Technical Guide as set forth by the County of Santa Barbara.

**Storm Drain System.** Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human made or altered drainage channels, reservoirs and other drainage structures within the City.

**Storm Water.** Any surface flow or storm drain pipe flow, runoff, and drainage consisting entirely of water from precipitation.

**Storm Water Management Facility.** Any device designed to collect, convey, detain, retain, filter or infiltrate stormwater.

**Wastewater.** Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

**Waters of the State.** Surface watercourses and water bodies as defined by California Water Code §13050. including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry storm water at and during all times and seasons.

**8.10.040 Applicability.**

This Ordinance, including any amendments or revisions thereto, shall apply to all water entering the Storm Drain System or Waters of the State generated on or flowing over any developed and undeveloped land lying within the City of Carpinteria.

**8.10.050 Responsibility for Administration.**

The Director of Public Works ("Director") or his/her designee shall administer, implement and enforce the provisions of this Ordinance.

**8.10.060 Severability.**

The provisions of this Chapter are hereby declared to be severable. If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Chapter.

**8.10.070 Regulatory Consistency.**

This Chapter shall be construed to ensure consistency with the requirements of the Clean Water Act and Porter-Cologne Act and any amendments thereto, or any applicable implementing regulations.

**8.10.080 Ultimate Responsibility of Discharger.**

The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore this Ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution or unauthorized discharge of pollutants into waters of the state caused by said person. This Ordinance shall not create liability on the part of the City, or any agent or employee thereof, for any damages that result from any discharger's reliance on this Ordinance or any administrative decision lawfully made thereunder.

Any non-storm water discharge that would result in or contribute to a violation of an NPDES permit or any amendment, revision or reissuance thereof, either separately or when combined with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the responsible party and such responsible party shall defend, indemnify and hold harmless the City against any claim, expense, liability or payment for injury or damage to any person or property and shall defend, indemnify and hold harmless the City in any administrative or judicial enforcement or any legal action resulting from such discharge.

**ARTICLE II. DISCHARGE PROHIBITIONS**

**8.10.100 Prohibition of Illegal Discharges.**

- A. Other than storm water, no person shall discharge or cause to be discharged into the municipal Storm Drain System or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards. Wastes deposited in streets in proper waste receptacles for the purposes of collection are exempted from this prohibition.

1. Illegal discharges from industrial and/or commercial sources into the Storm Drain System or waters of the State include, but are not limited to the following, and are prohibited, unless the discharge is permitted under a separate NPDES permit, or is allowed by the proper application of BMPs approved by the City.
  - i. Water from the cleaning of gas stations, vehicle service garages or other types of vehicle service facilities;
  - ii. Water, cleansers or solvents from the cleaning of vehicles, machinery or equipment, and other such commercial and industrial activities;
  - iii. Water from the washing or rinsing of vehicles containing soap detergents/solvents or other cleaners (Individual private vehicle washing is exempt per Section 14-2-I(b));
  - iv. Water from the washing or rinsing of vehicles with or without soap, from auto body repair shops;
  - v. Water from the cleaning or rinsing of vehicle engine, undercarriage or auto parts cleaning;
  - vi. Vehicle fluids;
  - vii. Mat wash and hood cleaning water from food service facilities;
  - viii. Food and kitchen cleaning water from food service facilities;
  - ix. Leakage from dumpsters or trash containers;
  - x. Water from the cleaning or rinsing of garbage dumpster areas and areas where garbage is stored or contained;
  - xi. Water from pressure washing, steam cleaning and hand scrubbing of sidewalks, gutters, plazas, alleyways, outdoor eating areas, steps, building exteriors, walls, driveways and other outdoor surfaces;
  - xii. Wastewater or cleaning fluids from carpet cleaning;
  - xiii. Swimming pool and spa water, unless dechlorinated;
  - xiv. Wash out from concrete trucks;
  - xv. Runoff from areas where hazardous substances, including diesel fuel, gasoline and motor oil are stored/ except as allowed per Section 8.10.200;
  - xvi. Super-chlorinated water normally associated with the disinfection of potable water systems;
  - xvii. Construction debris, such as, but not limited to, paint, dirt and wash water;
  - xviii. Sewage or other forms of pollutants from recreational activities including boating and camping, and from recreational vehicles and boats;
  - xix. Agricultural or other industry waste or brines;
- B. The commencement, conduct or continuance of any illegal discharge to the Storm Drain System is prohibited except as described as follows:
  1. Discharges from the following sources will not be considered a source of Pollutants to the Storm Drain System and to waters of the State when properly managed to ensure that no potential Pollutants are present, and therefore they shall not be considered Illegal Discharges unless determined to cause a violation of the provisions of the Clean Water Act, the Porter-Cologne Act, or this Chapter: potable water line flushing; pumped groundwater not containing Pollutants and other discharges from potable water sources; incidental runoff from landscape irrigation and lawn watering; diverted stream flows; rising groundwater; groundwater infiltration (as defined at 40 CFR

§35.2005(20)) not containing Pollutants; foundation and footing drains not containing Pollutants; water from crawl space pumps not containing Pollutants; air conditioning condensation; non-industrial roof drains not containing Pollutants; springs; individual private vehicle washing; flows from riparian habitats and wetlands; dechlorinated swimming pool or spa discharges; and flows from fire-fighting activities.

2. The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver or waste discharge order issued to the discharger and administered by the State of California under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations, and provided that written approval has been granted by the City of Carpinteria for any discharge to the Storm Drain System.
3. With written concurrence of the Regional Board, the City may exempt in writing other non-storm water discharges which are not a source of Pollutants to the Storm Drain System or waters of the State.

#### **8.10.110 Prohibition of Connections.**

The construction, use, maintenance or continued existence of illicit connections to the Storm Drain System is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

#### **8.10.120 Discharges in Violation of Industrial or Construction NPDES Storm Water Discharge Permit.**

Any person subject to an Industrial or Construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Director prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

### **ARTICLE III. REGULATIONS AND REQUIREMENTS**

#### **8.10.200 Requirement to Prevent, Control and Reduce Storm Water Pollutants.**

- A. **Generally.** Any person engaging in activities that may result in Pollutants entering the City's storm water system shall undertake all practical measures to reduce such Pollutants. Examples of such activities include the use of premises that may be a source of Pollutants, such as parking lots, gasoline stations, industrial facilities, business enterprises and dwelling units.
- B. **Litter.** No person shall throw, deposit, leave, keep or maintain any refuse, rubbish, garbage or other discarded or abandoned objects, articles or other litter in or upon any street, alley, sidewalk, business place, creek, storm water system or any other body of water, or upon any public or private parcel of land, except in containers or in lawfully established waste disposal facilities.

**C. Authorization to Adopt and Impose Best Management Practices.** The City may adopt requirements identifying BMPs for any activity, operation or facility which may cause or contribute to pollution or contamination of storm water, the Storm Drain System or waters of the State as a separate BMP Guidance Series. Where BMP requirements are promulgated by the City or any Federal, State of California or regional agency for any activity, operation or facility which would otherwise cause the discharge of Pollutants to the Storm Drain System or waters of the State., every person undertaking such activity or operation, or owning or operating such facility shall comply with such requirements.

**D. New Development and Redevelopment.** The City may require any owner or person developing real property to identify appropriate BMPs to control the volume, rate and potential Pollutant load of storm water runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of Pollutants. The City shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and/or developer shall comply with the terms, provisions and conditions of such land use entitlements and building permits as required.

1. These requirements may include a combination of structural and non-structural BMPs, and shall include requirements to ensure the proper long-term operation and maintenance of these BMPs.

**E. Construction Adjacent to Watercourse.** A Land Use Clearance shall be obtained through the Community Development Department prior to any construction activity within 50 feet of the bank of a creek or watercourse.

**F. Construction Sites.** BMPs to reduce pollutants in any storm water runoff shall be incorporated in any land use entitlement and construction or building-related permit. The owner and/or developer shall comply with the terms, provisions and conditions of such land use entitlements and building permits as required by the City.

**G. Responsibility to Implement Best Management Practices.** Notwithstanding the presence or absence of requirements promulgated pursuant to subsections A., B. and C. above, any person or entity engaged in activities or operations, or owning facilities or property which will or may result in Pollutants entering storm water, the Storm Drain System or waters of the State shall implement BMPs to the extent they are technologically achievable to prevent and reduce such Pollutants. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal Storm Drain System or waters of the State. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense.

1. Any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, will be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

These BMPs shall be part of a storm water pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

**8.10.210 Requirement to Eliminate Illegal Discharges.**

Notwithstanding the requirements of Section 8.10.300 and 8.10.310 herein, the Director may require by written notice that a person or entity responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

**8.10.220 Requirement to Eliminate or Secure Approval for Illicit Connections.**

- A. The Director may require by written notice that a person or entity responsible for an illicit connection to the Storm Drain System comply with the requirements of this Ordinance to eliminate or secure approval for the illicit connection by a specified date, regardless of whether the connection or discharges had been established or approved prior to the effective date of this Ordinance.
- B. If, subsequent to eliminating a connection found to be in violation of this Ordinance, the responsible person or entity can demonstrate that an illegal discharge will no longer occur, said person or entity may request City approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible party's expense.

**8.10.230 Watercourse Protection.**

Every person or entity owning property through which a watercourse passes, or such owner's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate or significantly impede the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, or remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. The property owner or such owner's lessee shall be responsible for maintaining and stabilizing that portion of the watercourse that is within the property lines in order to protect against erosion and degradation of the watercourse originating or contributed from the property.

**8.10.240 Requirement to Remediate.**

Whenever the Director finds that a discharge of Pollutants is taking place or has occurred which will result in or has resulted in pollution of storm water, the Storm Drain System or waters of the State or U.S., the Director may require by written notice to the owner of the property and/or the responsible person or entity that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Sections 8.10.420 through 8.10.440 below.

**8.10.250 Requirement to Monitor and Analyze.**

The Director may require by written notice that any person or entity engaged in any activity and/or owning or operating any facility which may cause or contribute to storm water pollution, illegal discharges, and/or non-storm water discharges to the Storm Drain System or waters of

the State or U.S., to undertake at said person's or entity's expense, such monitoring and analyses and furnish such reports to the City of Carpinteria as deemed necessary to determine compliance with this Chapter.

**8.10.260 Notification of Spills.**

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or Pollutants discharging into storm water, the Storm Drain System, or waters of the State or U.S. from said facility, said person shall take all necessary steps to ensure the discovery, containment and cleanup of such release. In the event of such a release of a hazardous material, said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of non-hazardous materials, said person shall notify the City's Public Works Department in person or by phone or email no later than 5:00 p.m. of the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City's Public Works Department, within three business days of the phone/email notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

**ARTICLE IV INSPECTION AND MONITORING**

**8.10.300 Compliance Certificate for Storm Water Management Facilities.**

By January 31st of every year, property owners of parcels or premises containing storm water management facilities shall submit a compliance certificate to the Public Works Department. Compliance certificate shall be submitted on the form provided by the Public Works Department. The compliance certificate shall certify that the storm water site design measures, treatment measures and source control measures (as applicable) have been properly operated and maintained during the preceding calendar year, and have been recently inspected and repaired as necessary to ensure continued operation as intended.

**8.10.310 Authority to Inspect.**

Whenever necessary to make an inspection to enforce any provision of this Chapter, or whenever the Director has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this Chapter, the Director or their designee may enter such premises at all reasonable times to inspect the same and to inspect and copy records related to storm water compliance. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

**8.10.320 Authority to Sample, Establish Sampling Devices and Test.**

During any inspection as provided herein, the Director or designee may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities.

### **8.10.330 Access to Facilities.**

The City of Carpinteria, its staff, authorized contract staff or other designee (authorized enforcement agency) shall be permitted to enter and inspect facilities subject to regulation under this Chapter as often as may be necessary to determine compliance with this Chapter. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.

- A. Facility operators shall allow the City of Carpinteria, its staff, authorized contract staff or other designee (authorized enforcement agency) ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- B. The City of Carpinteria, its staff, authorized contract staff or other designee (authorized enforcement agency) shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Director to conduct monitoring and/or sampling of the facility's storm water discharge.
- C. The City of Carpinteria, its staff, authorized contract staff or other designee (authorized enforcement agency) has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City of Carpinteria, its staff, authorized contract staff or other designee (authorized enforcement agency) and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- E. Unreasonable delays in allowing the City of Carpinteria, its staff, authorized contract staff or other designee (authorized enforcement agency) access to a permitted facility is a violation of a storm water discharge permit and of this Chapter. A person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this Chapter.
- F. If the City of Carpinteria, its staff, authorized contract staff or other designee (authorized enforcement agency) has been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this Chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this Chapter or any order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

## **ARTICLE V. ENFORCEMENT**

### **8.10.400 Enforcement and Administration.**

**A.** Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this Chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Violations of this Chapter may be remedied using the procedures set forth in the Carpinteria Municipal Code Title 1, Chapter 1.06 Administrative Remedies Process. These remedies include the issuance of Administrative Citations (C.M.C. §1.06.030). These remedies shall be in addition to all other legal remedies, criminal or civil, which may be pursued by the City to address any violations of this Chapter. In addition, the Director may require without limitation:

1. The performance of monitoring, analyses and reporting;
2. The elimination of illicit connections or illegal discharges;
3. That violating discharges, practices or operations shall cease and desist;
4. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
5. The implementation of source control or treatment BMPs;
6. Payment of a fine to cover administrative and remediation costs;
7. Cease and Desist of operations.

**B.** If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work shall be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

### **8.10.410 Urgency Abatement.**

The Director is authorized to require immediate abatement of any violation of this Chapter that constitutes an immediate threat to the health, safety or well-being of the public or environment. If any such violation is not abated immediately as directed by the Director, the City of Carpinteria, its staff, authorized contract staff, or other designee is authorized to enter onto private property and to take any and all measures required to remediate the violation. Any expense related to such remediation undertaken by the City of Carpinteria shall be fully reimbursed by the property owner and/or responsible party. Any relief obtained under this section shall not prevent the City from seeking other and further relief authorized under this Chapter and Carpinteria Municipal Code.

### **8.10.420 Violations Deemed Public Nuisance.**

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this Article is a threat to public health, safety and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored by the City at the violator's expense, and/or a civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken by the City.

**8.10.430 Federal Clean Water Act/Porter-Cologne Act Violations.**

Any person who violates any provision of this Article or any provision of any requirement issued pursuant to this Chapter, may also be in violation of the Clean Water Act and/or the Porter-Cologne Act and may be subject to the sanctions of those acts including civil and criminal penalties. Any enforcement action authorized under this Article shall also include written notice to the violator of such potential liability.

**8.10.440 Right to Appeal.**

Any person required to perform monitoring, analysis, reporting or corrective activities by any authorized City employee and who is aggrieved by this decision of the authorized City employee may appeal the decision in writing to the City Manager within ten calendar days following the effective date of the decision.

**8.10.450 Civil Penalties to be Deposited in the Watershed Management Fund.**

Any civil penalties collected by the City as a result of violations of this Chapter shall be deposited in the Watershed Management Fund to offset the cost of running the Program.

**SECTION 3. EXEMPTIONS FROM CEQA**

The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

**PASSED, APPROVED AND ADOPTED** this 14th day of July, 2014 by the following called vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

\_\_\_\_\_  
Mayor, City of Carpinteria

ATTEST:

\_\_\_\_\_  
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 14th day of July, 2014.

---

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

---

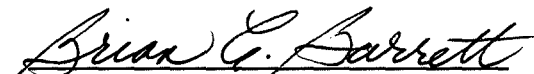
Peter Brown  
City Attorney

**STAFF REPORT**  
**COUNCIL MEETING**  
**July 14, 2014**

**ITEMS FOR COUNCIL CONSIDERATION:**

**Updating Agreement with MNS Engineers, Inc. for Professional Engineering Services,  
Land Development Review, CIP Management, and Other Tasks**

**Report prepared by:** Brian C. Barrett, Management Analyst  
**Department:** Public Works

  
Signature

**Reviewed by:** Charles W. Ebeling, Director  
**Department:** Public Works

  
Signature

**Reviewed by**  
**City Manager:**

  
Signature

**ACTION** X **NON-ACTION**      **STAFF RECOMMENDATION:**

**Recommendation:** Approve and authorize execution of an agreement for engineering services with MNS Engineers, Inc. for the scope and cost of work specified in the agreement included as Attachment A.

**Sample Motion:** I move to approve and authorize the Mayor to sign the agreement for professional engineering services with MNS Engineers, Inc.

**I. BACKGROUND:**

MNS Engineers, Inc. (MNS) served as contract City Engineer from 1979 to 2004. In 2004, the City shifted the bulk of the day-to-day workload to its own staff to provide a higher administrative service level at a lower cost to the City. On July 12, 2004, the City Council adopted a Professional Services Agreement for Engineering Services with MNS. This agreement

eliminated the existing contract City Engineer position and allowed MNS to provide engineering support on an as-needed basis.

Over the past 20 years, the Public Works Department has transitioned from focusing on new development to maintaining an aging infrastructure. The Department's administrative and engineering staff has also transitioned from entirely consultant based to a core of City staff managing a variety of consultants, contractors, and vendors. The purpose of creating a core Public Works staff was to reduce costs and improve services.

Last year the City Council approved the positions of Civil Engineer, Engineering Technician, and a part-time Maintenance Worker in the Public Works Department. These new staff positions allow the Public Works Department to meet its current workload, deliver services to the public more efficiently and at a lower cost, and reduce the use of consultants and their associated costs to an as-needed basis.

## **II. DISCUSSION:**

The Professional Engineering Services Agreement with MNS, executed in 2004, was updated in September 2013 to reflect the new balance of City employees and consultants. The term of the current agreement concluded on June 30, 2014. Staff has assessed the Department's needs and determined that MNS' consultant services should be further retained, though reduced. The term of the proposed agreement will conclude on June 30, 2015.

The Department expects to engage MNS to deliver a wide variety of support services related to capital projects, traffic studies, and other work. Using MNS in this role will allow the City to receive the diverse types of professional services necessary for planning and maintaining the City's infrastructure and additionally will provide flexibility when expertise in certain specialized types of engineering services are necessary.

## **III. POLICY:**

In 2012, the City Council approved the current On-Call Professional Services List. This pre-authorized qualified consultants list allows the City to expedite needed services. Public Works is currently looking at shifting from an On-Call Professional Services List to a Master Services Agreement with pre-selected consultants. A Master Services Agreement would allow the Department to more efficiently perform contract administration.

## **IV. FINANCIAL CONSIDERATIONS:**

Consultant services will most likely be cost-recoverable, as they are either billed through grants, engineering retainer, or developer deposits. The Department has budgeted a total of \$155,000 for engineering, civil engineering, and traffic engineering retainers to compensate for any consultant services that are not cost-recoverable. The adoption of this agreement will have no financial effects on the General Fund.

## **V. ATTACHMENTS:**

Consultant Services Agreement with MNS Engineers, Inc.

**ATTACHMENT A**

Update of Agreement with MNS Engineers

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT FOR CONSULTANT SERVICES** (“**Agreement**”) is made and effective as of the 14th day of July, 2014 by and between the City of Carpinteria, a municipal corporation (“**City**”), and MNS Engineers, Inc. (“**Consultant**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. SERVICES.**

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A (“**Scope of Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the project, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing by task order, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

### **2. PERFORMANCE.**

- 2.1 **Standard of Performance.** Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying the same standards of care utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.

2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.

3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed, but in no event later than the 30th day of June, 2015; unless terminated earlier as provided for herein.

4. **COMPENSATION.**

4.1 **Basic Services.** For Basic Services, City shall pay Consultant a time and materials, not to exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00) as full compensation for all labor, materials, equipment, tools, transportation, and services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks.

4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by task order in the method provided for herein. Consultant will submit fee estimates for such additional services upon request of City.

4.3 **Invoices.** Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.

4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.

4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is

responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

## 5. RECORDS.

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall also maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.
- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

## 6. TERMINATION.

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.
- 6.2 **Termination With Cause.** Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and

failure of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement;
- Cessation of Consultant to be licensed, as required;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.

6.3 **Performance Upon Termination.** In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.

6.4 **Termination Upon Mutual Consent.** This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.

8. **INDEMNIFICATION.**

**Indemnification for Professional Liability.** To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs which arise out of the negligence, recklessness, or willful misconduct of the Consultant.

9. **RELEASE OF INFORMATION.**

9.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a

subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena.

- 9.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, or subcontractors or consultants should be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

## 10. **RELATIONSHIP TO CITY.**

- 10.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- 10.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.
- 10.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 10.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants.

- 10.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

## 11. **GENERAL PROVISIONS.**

- 11.1 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.

- 11.2 **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

**To City:**

Dave Durlinger, City Manager  
City of Carpinteria  
5775 Carpinteria Avenue  
Carpinteria, CA 93013-2698  
P: (805) 684-5405  
F: (805) 684-5304

**To Consultant:**

James Salvito  
MNS Engineers, Inc.  
201 N. Calle Cesar Chavez, Suite 300  
Santa Barbara, CA 93103  
P: (805) 692-6921  
F: (805) 692-6931

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

- 11.3 **Legal Responsibilities.** Consultant shall keep itself informed of state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 11.4 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.
- 11.5 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code

of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

- 11.6 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, require Consultant to pay the general prevailing wage rates.
- 11.7 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation, or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 11.8 **Assignment.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 11.9 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 11.10 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 11.11 **Controlling Law.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.
- 11.12 **Attorneys Fees.** In the event any action is brought to enforce or interpret the terms of this Agreement or for damages on account of the breach hereof, the prevailing party therein shall be entitled to recover from the other party its costs and expenses incurred in connection therewith, including without limitation, reasonable attorneys fees and the costs and expenses of litigation.
- 11.13 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

- 11.14 **Entire Agreement.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.
- 11.15 **Counterparts.** This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

**IN WITNESS WHEREOF,** the parties have executed this Agreement at the place and as of the date first written above.

**"CITY"**  
**City of Carpinteria**

**"CONSULTANT"**  
**MNS Engineers, Inc.**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Jeff Edwards, Vice President

ATTEST:  
City of Carpinteria

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
City of Carpinteria

By: \_\_\_\_\_  
Peter Brown, City Attorney

APPROVED AS TO CONTENT:  
City of Carpinteria

By: \_\_\_\_\_  
Charles W. Ebeling, P.E.  
Public Works Director

**EXHIBIT A**

**SCOPE OF BASIC SERVICES**

## **EXHIBIT A – SCOPE OF BASIC SERVICES**

### **CITY OF CARPINTERIA AGREEMENT FOR CONSULTANT SERVICES WITH MNS ENGINEERS, INC.**

#### **A. Land Development Review Tasks (CICRP-1300)**

1. Review land development projects (Land use permit projects). Provide application completeness comments, conditions of approval and attend IDAG meetings for coordination.
2. Coordinate with the Community Development Department.
3. Review Engineering Permit Applications for the Public Works Department. Verify completeness and adherence to Public Works requirements.
4. Provide plan check services.
5. Inspect/observe work conducted under the Engineering Permits.
6. Coordinate with Public Works Staff.

#### **B. Capital Improvement Program Project Tasks (CICRP-1311)**

1. Prepare scopes of work for CIP projects to obtain PS&E.
2. Plan Check construction documents and recommend signature to the Director of Public Works when PS&E are ready to bid.
3. Coordinate preparation of bid documents. Assist City Staff in the bidding process.
4. Coordinate construction contracts.
5. Provide Project/Construction Management services.
6. Inspect/observe work conducted.
7. Prepare Project Binder and Close-out reports for the Director of Public Works, as requested.
8. Prepare City Council Staff Reports related to CIP projects as requested.

#### **C. Other Tasks Requested by Director of Public Works (CICRP-varies)**

1. Specific task orders to be completed as requested by the Director from time to time. Each task order will have an individual cost and scope negotiated. This master scope of services would be amended by these task orders as they are executed.

**EXHIBIT B**  
**FEE SCHEDULE**



## **CITY OF CARPINTERIA AGREEMENT FOR CONSULTANT SERVICES—EXHIBIT B**

*Effective July 1, 2014 through June 30, 2015*

### **Project Management**

|                              |       |
|------------------------------|-------|
| Principal-In-Charge .....    | \$240 |
| Senior Project Manager ..... | 220   |
| Project Manager .....        | 200   |
| Project Coordinator .....    | 120   |

### **Engineering**

|                               |       |
|-------------------------------|-------|
| Principal Engineer .....      | \$200 |
| Supervising Engineer .....    | 185   |
| Senior Project Engineer ..... | 170   |
| Project Engineer .....        | 150   |
| Associate Engineer .....      | 135   |
| Assistant Engineer .....      | 110   |
| Engineering Intern .....      | 95    |

### **Surveying**

|                                  |       |
|----------------------------------|-------|
| Principal Surveyor .....         | \$200 |
| Supervising Surveyor .....       | 185   |
| Senior Project Surveyor .....    | 170   |
| Project Surveyor .....           | 150   |
| Senior Land Title Analyst .....  | 130   |
| Assistant Project Surveyor ..... | 125   |
| Party Chief .....                | 140   |
| Chainperson .....                | 120   |
| One-Person Survey Crew .....     | 180   |

### **Technical Support**

|                                                |       |
|------------------------------------------------|-------|
| CADD Manager .....                             | \$140 |
| Senior GIS Analyst .....                       | 140   |
| GIS Analyst .....                              | 120   |
| Supervising CADD/Engineering/GIS Technician .. | 120   |
| Senior CADD/Engineering/GIS Technician .....   | 110   |
| CADD/Engineering/GIS Technician .....          | 100   |

### **Construction Management**

|                                      |       |
|--------------------------------------|-------|
| Principal Construction Manager ..... | \$200 |
| Senior Construction Manager .....    | 185   |
| Resident Engineer .....              | 170   |
| Structure Representative .....       | 160   |
| Construction Manager .....           | 150   |
| Assistant Resident Engineer .....    | 145   |
| Construction Inspector (PW) .....    | 138   |
| Office Engineer .....                | 105   |

### **Municipal Services**

|                               |       |
|-------------------------------|-------|
| City Engineer .....           | \$200 |
| Deputy City Engineer .....    | 185   |
| Assistant City Engineer ..... | 175   |
| Plan Check Engineer .....     | 160   |
| Permit Engineer .....         | 140   |
| City Inspector .....          | 125   |
| City Inspector (PW) .....     | 138   |
| Planning Director .....       | 185   |
| Senior City Planner .....     | 160   |
| Assistant Planner .....       | 145   |

### **Administrative Support**

|                                         |       |
|-----------------------------------------|-------|
| Administrative Analyst .....            | \$110 |
| IT Technician .....                     | 105   |
| Graphics/Visualization Specialist ..... | 95    |
| Administrative Assistant .....          | 70    |

### **Direct Expenses:**

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

### **Prevailing Wage Rates:**

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law.

## EXHIBIT C

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*Consultant shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                                |                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>PRODUCER</b><br>Risk Strategies Company<br>2040 Main Street, Suite 450<br>Irvine, CA 92614<br><br>www.risk-strategies.com<br><br>CA DOI License No. 0F06675 | <b>CONTACT NAME:</b><br>Risk Strategies Company              |
|                                                                                                                                                                | <b>PHONE (A/C, No, Ext):</b><br>949-242-9240                 |
| <b>INSURED</b><br>MNS Engineers, Inc.<br>201 N. Calle Cesar Chavez, Suite 300<br>Santa Barbara CA 93103                                                        | <b>FAX (A/C, No):</b>                                        |
|                                                                                                                                                                | <b>E-MAIL ADDRESS:</b><br>syoung@risk-strategies.com         |
|                                                                                                                                                                | <b>INSURER(S) AFFORDING COVERAGE</b>                         |
|                                                                                                                                                                | <b>INSURER A:</b> Travelers Indemnity Co. of CT              |
|                                                                                                                                                                | <b>INSURER B:</b> Travelers Property Casualty Co. of America |
|                                                                                                                                                                | <b>INSURER C:</b> Continental Casualty Company               |
|                                                                                                                                                                | <b>INSURER D:</b>                                            |
|                                                                                                                                                                | <b>INSURER E:</b>                                            |
|                                                                                                                                                                | <b>INSURER F:</b>                                            |

**COVERAGES****CERTIFICATE NUMBER:** 20525561**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | ADDL INSD                           | SUBR WVD                                                         | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                  |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/>                              | 6802217L895   | 6/14/2014               | 6/14/2015               | EACH OCCURRENCE \$ \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000<br>MED EXP (Any one person) \$ \$10,000<br>PERSONAL & ADV INJURY \$ \$1,000,000<br>GENERAL AGGREGATE \$ \$2,000,000<br>PRODUCTS - COMP/OP AGG \$ \$2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                             | <input checked="" type="checkbox"/> |                                                                  | BA2220L967    | 6/14/2014               | 6/14/2015               | COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                             |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                      | <input checked="" type="checkbox"/> |                                                                  | CUP6512Y975   | 6/14/2014               | 6/14/2015               | EACH OCCURRENCE \$ \$5,000,000<br>AGGREGATE \$ \$5,000,000                                                                                                                                                                                              |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | UB3240T745    | 6/14/2014               | 6/14/2015               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ \$1,000,000                                         |
| C        | Professional Liability                                                                                                                                                                                                                                                                                                    |                                     |                                                                  | MCH591876489  | 6/14/2014               | 6/14/2015               | \$1,000,000 Per Claim<br>\$2,000,000 Aggregate                                                                                                                                                                                                          |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Projects as on file with the insured including but not limited to Project No. CICRP:090001.00. City of Carpinteria its officials employees & agents are named as additional insureds & primary/non-contributory clause applies to the general & auto liability policies and a waiver of subrogation applies to the general, auto & work comp policies-see attached endorsements

**CERTIFICATE HOLDER****CANCELLATION**

City of Carpinteria  
Attn: Charles Ebeling, Public Works Dir.  
5775 Carpinteria Ave.  
Carpinteria CA 93013

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(BSTN) Mike Christian

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Insured: MNS Engineers, Inc.  
Policy No.: 6802217L895  
Effective Date: 6/14/2014

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or

organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a

person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Insured: MNS Engineers, Inc.  
Policy No. BA2220L967

Effective Date: 6/14/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE-** This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>A. BLANKET ADDITIONAL INSURED</li> <li>B. EMPLOYEE HIRED AUTO</li> <li>C. EMPLOYEES AS INSURED</li> <li>D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS</li> <li>E. TRAILERS -INCREASED LOAD CAPACITY</li> <li>F. HIRED AUTO PHYSICAL DAMAGE</li> <li>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES –INCREASED LIMIT</li> </ul> | <ul style="list-style-type: none"> <li>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT –INCREASED LIMIT</li> <li>I. WAIVER OF DEDUCTIBLE-GLASS</li> <li>J. PERSONAL EFFECTS</li> <li>K. AIRBAGS</li> <li>L. AUTO LOAN LEASE GAP</li> <li>M. BLANKET WAIVER OF SUBROGATION</li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.S., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE**:
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE**:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE**:

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
  - (a) \$50,000;
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

- (5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES -INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT -INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

### I. WAIVER OF DEDUCTIBLE-GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE**:

#### Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

**(2) Any:**

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.S., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY**

**ENDORSEMENT WC 99 03 76 (00)**

Insured: MNS Engineers, Inc.  
Policy No.: UB3240T745  
Effective Date: 6/14/2014

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.000% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

**Job Description:**

Projects as on file with the insured.

A handwritten signature in black ink, appearing to read 'Sandi Moreno', written over a horizontal line.

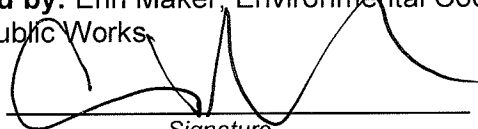
Authorized Representative

**STAFF REPORT**  
**CITY COUNCIL MEETING**  
**July 14, 2014**

**ITEMS FOR COUNCIL CONSIDERATION:**

**2014 Drought Response Report**

**Report prepared by:** Erin Maker, Environmental Coordinator  
**Department:** Public Works

  
Signature

**Reviewed by**  
**Director of**  
**Parks and Recreation:**

  
Signature

**Reviewed by**  
**City Manager:**

  
Signature

**ACTION** ☒ **NON-ACTION** ☐ **STAFF RECOMMENDATION:**

**Recommendation:** That the City Council receive and file the City's Drought Response Report.

**Sample Motion:** I move to receive and file the City's Drought Response Report.

**I. BACKGROUND:**

On January 17, 2014, the State of California declared a state of emergency over extended drought conditions, directing officials across the state to take action and prepare for drought conditions. Locally, the Carpinteria Valley Water District declared a stage 1 drought emergency on February 12, 2014, and seeking to make a reduction in water usage district wide. The Carpinteria Valley Water District reports that demand has been reduced by 20%.

The City of Carpinteria has historically worked to implement measures that conserve resources and protect public and environmental health. Prior to the current drought, both the Public Works Department and the Parks and Recreation Department have implemented measures that

conserve water and public funds. The City has also worked closely with the Carpinteria Valley Water District (CVWD) and the Carpinteria Sanitary District (CSD) on water conservation projects, including exploring the feasibility of installing a reclaimed water system.

Due to lack of rain, there was initially an increase in water use for irrigation purposes. During fiscal year 2013/2014, the City used approximately 33,700 units of water, much of that in the parks. During the previous fiscal year, when we received more rain throughout the year, the City used 31,450 units. This increase is attributed to the extreme drought conditions and heat waves we had last year. There was an estimated 12% reduction in the final quarter of FY 13/14 as the City implemented additional water conservation measures. Measures that were implemented prior to the declaration of drought are listed below.

- Irrigation well was installed at El Carro Park to reduce demand on potable water supplies. This well provides non-potable water for turf irrigation
- All irrigation controllers served by CVWD were replaced with smart controllers, which use daily weather information to adjust water use.
- Landscaping changes were made at Monte Vista Park to reduce turf and install drought tolerant plants.
- Restrooms at Viola Fields and the beach area have been retrofitted with either waterless urinals (Viola) or half gallon flush urinals (beach area), reducing water use at those locations by more than 50%.
- Low flow toilets have been installed at the Veterans Memorial Building and City Hall to reduce water consumption

Water reduction goals have been further realized through coordination with local agencies and education outreach. The City has also analyzed its water usage data over the past ten years to help identify areas that additional savings could be realized and prioritize new water conservation projects to address both short and long term drought preparedness measures.

## **II. DISCUSSION:**

Following the Stage 1 Drought Declaration, the City of Carpinteria began working on a drought response plan to further reduce water use. Irrigation was temporarily turned off at most locations in the public right-of-way and hand watering was being done while a longer term solution to irrigation over-spray and other maintenance issues could be determined. Water reduction measures were also implemented at City Parks, with irrigation times reduced in some areas and suspended in others. Messages were posted on showers at the beach and the Community Pool to encourage water conservation.

A number of projects are planned for City facilities to address long term conservation needs. City irrigation is being retrofitted with more efficient sprinkler heads. An inspection schedule has been implemented for all irrigated areas in the public right-of-way to more efficiently detect leaks and address maintenance issues in a timely fashion. In addition, a number of conservation projects are currently being planned that will further reduce water usage and long term costs associated with rates.

- An irrigation well is planned for Monte Vista Park; Permits have been obtained for this project and it will be advertised for bidding purposes in 2014. This will further reduce the City's demand for potable water.

- A retrofit is planned for the restrooms at the Community Pool to replace all urinals with the half gallon flush model.
- Reverse osmosis devices at City Hall and in the Public Works building are being replaced with non-discharge water filters.
- A drought tolerant landscaping plan has been prepared for City Hall.
- Currently under construction, the Seaside Park Project includes drought tolerant plants and a water-efficient irrigation system.
- A landscaping plan is being designed for Franklin Creek Park to reduce turf area by approximately 80% and install native trees.
- A design is being prepared for Memorial Park to reduce turf area and install a demonstration area with drought tolerant plants and a walking path.
- Projects like the Linden-Casitas Interchanges Project are required to implement water saving measures, such as drought tolerant landscaping.

The City continues to partner with other local agencies exploring projects and practices that will best serve the long-term water needs of the community. Funding opportunities for repair and maintenance projects are limited, but there is competitive grant funding available for planning and implementation of capital projects. In June, the City signed a Memorandum of Understanding with CVWD and CSD to equally share match funding of a planning study for development of recycled water infrastructure to serve the Carpinteria Valley; half of the funding for this study will come from a planning grant through the State Water Resources Control Board.

### **III. POLICY:**

Implementation of a Drought Response Plan is consistent with the Carpinteria Valley Water District Resolution No. 972, calling for reduced water use. It is also consistent with the General Plan Objective OSC-10 to conserve all water resources, and protect the quality of water.

### **IV. FINANCIAL CONSIDERATIONS:**

The cost of water has been going up considerable over the past years principally due to the Carpinteria Valley Water District's voter approved State Water Debt obligations and costs to comply with more rigorous and newly enacted Federally mandated drinking water quality standards. City demand for water has been reduced through various management tactics yet the total cost of the water service has remained fairly stable due to rate increases.

The City has 28 water meters; 11 serve City parks, 4 serve City buildings, 3 serve City beach entrances and the remainder serve street landscaping. While city parks are charged at a flat rate of \$3.05 per unit of water, regardless of the level of use, the other meters are subject to tiered rates that can escalate the water bill if use exceeds a base line threshold.

The City's annual cost of water provided by the water district has in recent years ranged from \$117,000 in 2009/10 to \$105,000 in 2012/13. The City is able to reduce water costs in winter months when rain occurs by reducing or shutting off outside irrigation.

The last winter had so little rain that turf irrigation was required during times when it normally would not be necessary. 2013/14 has been one of the driest years on record and there was

little opportunity to take advantage of rainfall to substitute for irrigation. Along with rate increases, this resulted in the 2013/14 total water bill increasing to \$125,153.35.

In addition, reducing the irrigation time in several of the public parks has yielded cost savings but has stressed the turf. Because the City's sport fields cannot remain in a safe condition without adequate water, the Parks department has prioritized El Carro Park , Viola Fields and Monte Vista Park for irrigation to keep the play areas suitable for organized sports.

A proposed water well in Monte Vista Park is expected to cost approximately \$70,000 to develop and will offset about \$8,000 per year of irrigation costs. Consequently, the payback period on this investment will be about 9 years. Once in production, the well will also provide potable water demand relief for the Water District.