



## AGENDA

### SOLVANG CITY COUNCIL MONDAY FEBRUARY 10, 2025 6:30 PM REGULAR MEETING

#### **City Council:**

David Brown,	Mayor
Mark Infanti	District 1
Claudia Orona	District 2
Louise Smith	District 3
Elizabeth Orona	District 4

1644 Oak Street, Solvang, Ca 93463  
*Virtual & in Council Chamber*

**AGENDA AND SUPPORTING MATERIALS** – Available for viewing 8:00a.m.-5:00p.m. at City Hall, 1644 Oak Street, Solvang, and on the City’s website <https://www.cityofsolvang.com/agendacenter>. Additional writings distributed to a majority of the City Council after the posting of the agenda will be made available at City Hall and on the City’s website.

**AGENDA POSTING NOTIFICATION** - Subscribe to receive email or text message notifications when agendas are posted online through “Notify Me” at: <https://www.cityofsolvang.com/List.aspx>

**PUBLIC COMMENT** - The public is encouraged to address the City Council in-person, virtually, or in-writing on agenda and non-agenda items. If provided in writing, comments must be submitted to the City Clerk at [cityclerk@cityofsolvang.com](mailto:cityclerk@cityofsolvang.com) by 5:00 p.m. on the Friday before the meeting to be considered. Your comment will be recorded and distributed appropriately. Comments on agenda items will be heard at the time each item is considered, including non-agenda items. In-person speakers will be invited to make public comments first. Virtual speakers will follow.

**CAMPAIGN CONTRIBUTION DISCLOSURE** - Pursuant to Government Code Section 84308, any party to a City proceeding must disclose on the record any campaign contributions made to a member of the City Council [or commission] in excess of \$250 in the past 12 months. This disclosure requirement includes contributions by the party’s agent and aggregated contributions from persons or entities related to the party. Please make the disclosure as soon as possible, but not later than the beginning of the proceeding.

**AMERICANS WITH DISABILITIES ACT** - If, as a participant of this meeting, you need special assistance the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk at either (805) 688-5575 x206 or [cityclerk@cityofsolvang.com](mailto:cityclerk@cityofsolvang.com). 72- hours’ notice is requested.

**LET YOUR VOICE BE HEARD!** Do you have about one minute a month to help make Solvang better? The City of Solvang is working with FlashVote to engage the community and gather valuable input from residents to inform our decisions. We encourage residents to sign up at [www.flashvote.com/Solvang](http://www.flashvote.com/Solvang) or call 775-235-2240 to participate by phone or text only.

**PARTICIPATING IN THE MEETING** -City Council meetings will be in person and conducted by video/teleconferencing through Zoom. The meeting will also be broadcast live on Channel 23 and streamed on the City’s website, Vimeo, and YouTube <https://www.youtube.com/@CityofSolvang1/>

- To join by Zoom, visit <https://zoom.us/j/3066529195>. If you wish to speak, please use the “raised hand” symbol.
- To join by phone, call **(888) 788-0099** and enter Meeting ID: **306 652 9195#**. The phone line will be open 30 minutes before the meeting.

### **6:30 PM REGULAR MEETING**

**CALL TO ORDER**  
**ROLL CALL**

**Honorary Mayor for the Day Audrey Smith**

**PLEDGE OF ALLEGIANCE**

**1. PROCLAMATIONS, COMMENDATIONS AND CEREMONIAL ITEMS**

None

**2. PRESENTATIONS**

- a. Office of the City Clerk Presentation

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**3. PUBLIC COMMUNICATIONS – NON- AGENDA AND CONSENT ITEMS**

*This section is intended to provide members of the public with the opportunity to address the Council on items not on the Agenda and on Consent. This section is limited to 30 minutes. Each speaker will be afforded three minutes and may speak only once. State law does not allow the Council to discuss or act on issues not on the agenda, except to briefly respond or ask Staff to follow up on such items.*

**4. CITY MANAGER REPORT AND ADVANCE CALENDAR**

*Informational Report*

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**5. GC SECTION 53232.3(d) (aka AB 1234) and GC SECTION 84308 (aka SB 1439) REPORT OUT, COUNCIL COMMENTS, REQUESTS**

*Reports of meetings attended, contributions made or received, and Comments and requests from City Council Members.*

**6. CONSENT ITEMS**

*Consent is designed for routine; administrative city matters and is approved by roll call vote with one motion. These items are discussed only at the request of council members. Members of the public were afforded an opportunity to speak on Consent items during the Public Communications portion of this agenda.*

- a. Approve Order of Agenda as Presented.
- b. Approve City Council Minutes: January 27, 2025 14
- c. Receive and file SYVT Quarterly Memo 18
- d. Approve an Agreement with Rincon Consultants, Inc to prepare an Initial Study and prepare documents for California Environmental Quality Act (CEQA) compliance in connection with Land Use Application LUP-23-242 (Wildwood, APN 139-530-001,002), for the total amount not to exceed \$252,272. For the term February 10, 2025 – December 31, 2026, and authorize the Mayor to execute on behalf of the City. 22

**7. PUBLIC HEARINGS**

None

**8. DISCUSSION ITEMS:**

- a. Discussion and possible action to approve Mid-Year Budget Adjustments 55
- b. Discussion and possible action to Approve the agreement with Melton Design Group (MDG) for the Parks and Recreation Master Plan in the amount of \$210,825 with a 10%contingency of \$21,085, for a total amount not to exceed \$231,910. for the term February 10, 2025 – December 31, 2026, authorize the Mayor to execute on behalf of the City, and Approve any Necessary Budget Adjustments. 75
- c. Discussion and possible action to: 124
  - i. Expand existing Security Cameras
  - ii. Provide Direction to Staff regarding a Video Surveillance Policy

**9. COUNCIL CLOSING COMMENTS**

**10. ADJOURNMENT**

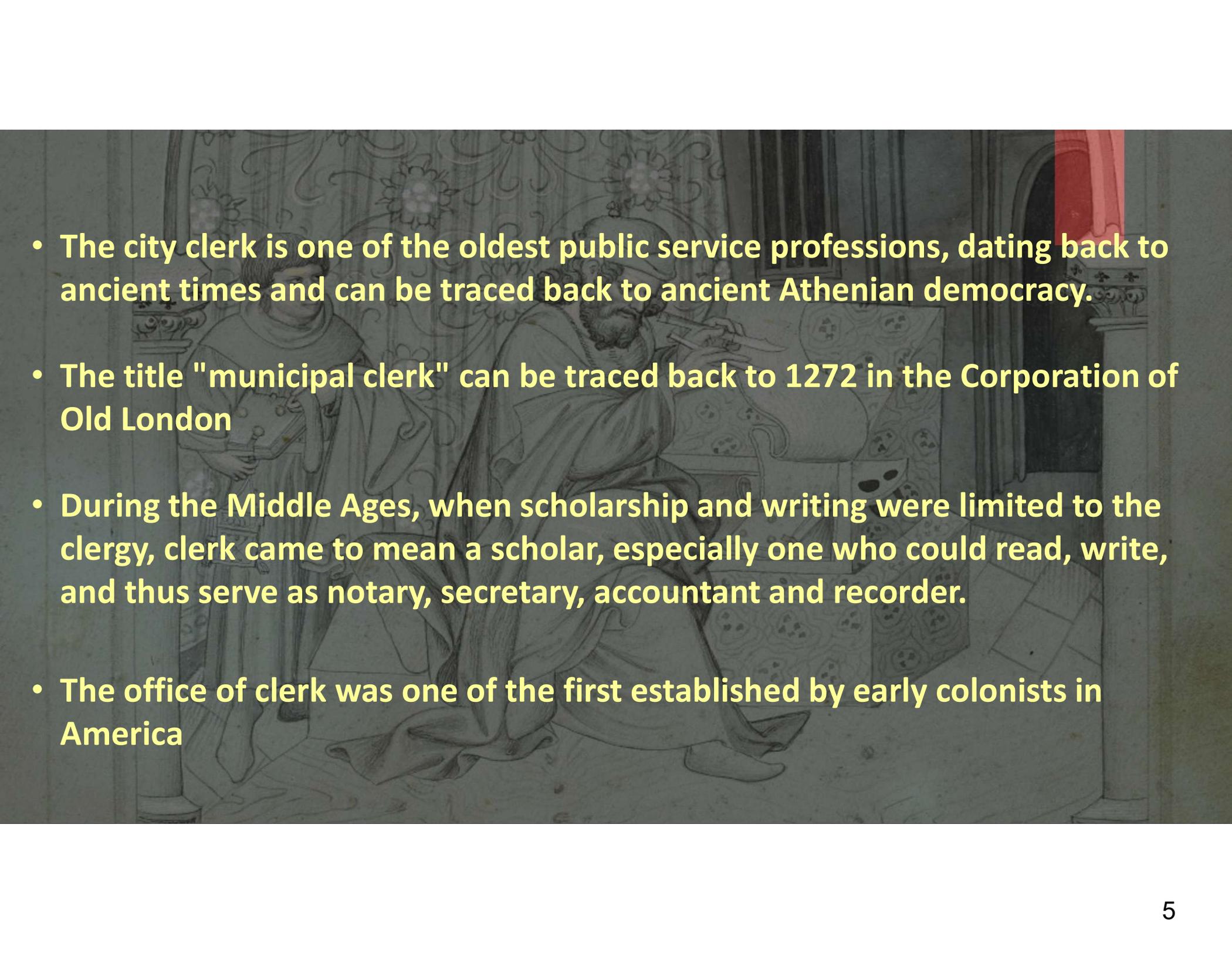
**AFFIDAVIT OF POSTING**

I, Annamarie Porter, City Clerk for the City of Solvang, California, DO HEREBY CERTIFY under penalty of perjury under the laws of the State of California, that the foregoing revised notice was posted at the City of Solvang City Hall bulletin board at 1644 Oak Street, Solvang, CA and on the City of Solvang website not less than 72 hours prior to the meeting, per Government Code 54954.2.

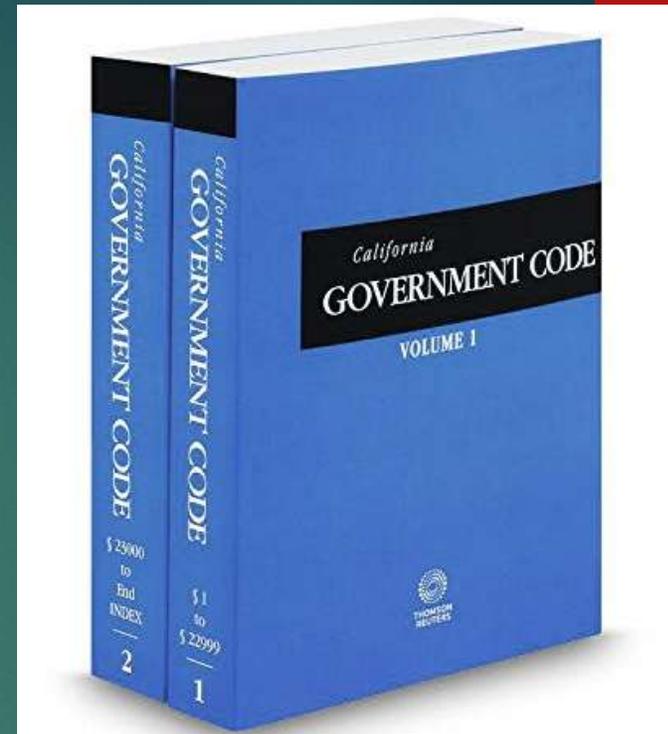
Dated this 5th day of February 2025.



**Office  
of the  
City Clerk**

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- The city clerk is one of the oldest public service professions, dating back to ancient times and can be traced back to ancient Athenian democracy.
  - The title "municipal clerk" can be traced back to 1272 in the Corporation of Old London
  - During the Middle Ages, when scholarship and writing were limited to the clergy, clerk came to mean a scholar, especially one who could read, write, and thus serve as notary, secretary, accountant and recorder.
  - The office of clerk was one of the first established by early colonists in America

**The California Constitution of 1849 established the county offices of clerk, district attorney, sheriff, coroner, and supervisor.**



**•California Government Code, Section 36501, establishes the office of the city clerk.**

# Office of the City Clerk

- **Clerks have one of the most multifaceted jobs in local government. Not only are they responsible for supporting governance, but they're also tasked with overseeing record-keeping, driving public transparency, and ensuring compliance with a plethora of evolving laws and regulations.**
- **There's a lot to balance, and when obstacles present themselves, the role only becomes more complicated.**

# Responsibilities of a City Clerk

▶ The City Clerk is the local official who administers democratic processes such as elections, access to city records, and all legislative actions ensuring transparency to the public. The City Clerk acts as a compliance officer for federal, state, and local statutes including the Political Reform Act, the Brown Act, and the Public Records Act. The City Clerk manages public inquiries and relationships and arranges for ceremonial and official functions.

▶ As an Elections Official, the City Clerk administers Federal, State, and Local procedures through which local government representatives are selected. The City Clerk assists candidates in meeting their legal responsibilities before, during and after an election. From Election pre-planning to certification of election results and filing of final campaign disclosure documents, the City Clerk manages the process which forms the foundation of our democratic system of government.

▶ As a Legislative Administrator, the City Clerk plays a critical role in the decision-making process of the local legislature. As the key staff for City Council meetings, the City Clerk prepares the legislative Agenda, verifies legal notices have been posted or published, and completes the necessary arrangements to ensure an effective meeting. The City Clerk is entrusted with the responsibility of recording the decisions which constitute the building blocks of our representative government.

▶ As a Records Manager, the City Clerk oversees yet another legislative process; the preservation and protection of the public record. By statute, the City Clerk is required to maintain and index the Minutes, Ordinances, and Resolutions adopted by the legislative body. The City Clerk also ensures that other municipal records are readily accessible to the public. The public record under the conservatorship of the City Clerk provides fundamental integrity to the structure of our democracy.

# Complex and Ever-Changing Legislation

- ▶ Clerks must be aware of any changes to federal, state, and local laws to ensure that their offices and communities remain compliant.
- ▶ However, these regulations, particularly the Freedom of Information Act (FOIA) and Government in the Sunshine Act, are often tough to understand and seem to change all the time. Still, the stakes are high.
- ▶ Failure to comply can result in fines, lawsuits, and fractured public trust.



- ▶ Contract Management
- ▶ Creates and/or edits City agreements, contracts and other legal documents, routes for signatures, archives and monitors for termination, not to exceed and insurance requirements.
- ▶ Contractor Insurance Oversight
- ▶ Municipal Code updates
- ▶ Maddy Act
- ▶ Advisory Body Recruitment
- ▶ Enterprise Publication
- ▶ Levine Act
- ▶ Public Records Act Training
- ▶ Brown Act training
- ▶ Ethics training
- ▶ Conflict of interest biennial Code Review
- ▶ Agenda posting of outside agencies
- ▶ Update FPPC Form 806
- ▶ Administers oaths of office and certifies copies of official City records.
- ▶ Receives and opens bids for City projects and purchases.
- ▶ Receives and processes liability claims filed against the City.



# Certified Municipal Clerk

- ▶ Origins & Formation of Social & Political Systems
- ▶ Election Law & Procedures
- ▶ Local Government Finance
- ▶ Codification
- ▶ Technology in the Clerk's office
- ▶ Team/Group Decision Making
- ▶ Meeting Administration
- ▶ Records Management
- ▶ General Law
- ▶ Negotiation and Assessment Skills
- ▶ Writing Skills
- ▶ Ethics of Profession
- ▶ Diversity in organizations
- ▶ Political reform act
- ▶ Recall, initiative, and referendum
- ▶ Mechanics of conducting election
- ▶ Election technology and current issues
- ▶ Public speaking & presentations
- ▶ Clerks Role in Emergency/ Crisis Management
- ▶ Communication Skills
- ▶ Management Skills





# CITY COUNCIL ADVANCE CALENDAR

Meeting Date	Agenda Item	Agenda	Dept
<b>24-Feb</b>	Quarterly Financial report receive & file	Consent	Finance
	Brown Act, Public Records Act & Levine Act Training	Presentation	City Attorney
	Extreme Clean Janitorial Amendment & Budget Adjust	Consent	Public Works
	Quarterly Council Goals Update	Consent	City Manager
<b>10-Mar</b>	Future Studies - Infrastructure & Land Use Planning	Discussion	Planning
<b>24-Mar</b>	California Consulting Grants Consultant	Presentation	City Manager
	Annual Housing & General Plan Report	Discussion	Planning
	Short Term Vacation Rental update	Discussion	Finance/Planning
<b>14-Apr</b>	Adopt Fee Schedule Reso	Consent	Administration
<b>Future Meetings</b>	RFQ Interim Financing WWTP Administration	Discussion	Finance
	Santa Ynez Valley Community Aquatic Complex Reso	Consent	City Manager
	Storm drain modification	Discussion	Public Works
	Outdoor dining ordinance	Public Hearing	Planning
	Modify City Code Title 9, Chapter 3, 9-3D-3 Water Conservation	Public Hearing	Utilities
	JJ Fisher Construction NOC	Discussion	Public Works
	Award Nyborg Estates Water Mainline Replacement Contract unfunded liability	Discussion	Utilities
	Calpers Debt Reduction Plan	Discussion	City Manager
	Flag Etiquette	Presentation	

## Council Requested Agenda Items

Meeting Date	Agenda Item	Agenda	Dept
	Fire abatement and brush removal program	Discussion	City Manager
	Guidebook for development standards	Discussion	Planning
	DRC Role & Processing Procedures	Discussion	Planning
	On-street Parking Restrictions Policy Direction	Discussion	Public Works

## Annual Reports

	Agenda Item	Agenda	Dept
<b>January</b>	Annual Comprehensive Financial Report	Discussion	Finance
<b>January (odd years)</b>	Brown Act, Public Records Act, Levine Act Training	Presentation	City Attorney
<b>January (odd years)</b>	Appointment to Boards, Commissions, Committees	Discussion	City Clerk
<b>January</b>	Fee Schedule Review	Discussion	Finance
<b>January</b>	Investment Policy Annual Review	Discussion	Finance
<b>February (even years)</b>	Budget to Actual	Discussion	Finance
<b>February</b>	Measure A 5-Year Local Program of Projects	Public Hearing	Public Works
<b>February</b>	Mid-Year Budget Adjustments		Finance
<b>February (even years)</b>	Council Budget Goal Setting	Public Workshop	City Manager
<b>March</b>	Housing General Plan Annual Report	Discussion	Planning
<b>March</b>	SB1 RMRA project List	Public Hearing	Public Works
<b>March</b>	Solvang Mesa LLMD Annual Assessment	Public Hearing	Public Works
<b>March</b>	FTA 5311 Grant Agreement	Consent	Public Works
<b>March</b>	TDA Grant Funding	Consent	Public Works
<b>May (even years)</b>	Ordinance 1st Reading & Adoption Conflict of Interest	Public Hearing	City Attorney
<b>May</b>	Grant Funding Applications review	Discussion	Finance
<b>Oct/Jan/April/July</b>	Quarterly Financial Reports	Consent	Finance
<b>Oct/Jan/April/July</b>	Quarterly Marketing Update	Presentation	Parks & Rec
<b>Oct/Jan/April/July</b>	Quarterly Public Records Requests Report	Consent	City Clerk
<b>June</b>	Preliminary Budget	Discussion	Finance
<b>June</b>	Two-Year Financial Plan Development or Supplemental Budget adoption	Discussion	Finance
<b>June</b>	Capital Improvement Program	Discussion	FIN/Public Works
<b>June/July</b>	Amend Appropriation Limit (GANN)	Public Hearing	
<b>November</b>	Stormwater Management Program Annual Report	Consent	Public Works
<b>December</b>	AB 1600 Report	Discussion	Public Works
<b>December</b>	City Council Reorganization - Appointment of Mayor pro tem	Discussion	City Clerk
<b>December (even years)</b>	City Council Reorganization Council selection of representatives to Committees and Agencies	Discussion	City Clerk



**MINUTES  
SOLVANG CITY COUNCIL  
MONDAY, JANUARY 27, 2025**

Special Closed Session – 5:30 PM  
Regular Meeting – 6:30 PM

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**5:30 PM SPECIAL CLOSED SESSION**

**CALL TO ORDER**

Mayor Brown called the Special Closed Session meeting to order at 5:30 p.m. in the City Hall Council Chamber, 1644 Oak Street, Solvang, California.

**ROLL CALL**

Present: Mayor David Brown, Mayor pro tem, Claudia Orona, Councilmembers Elizabeth Orona, Mark Infanti, Louise Smith

Staff: City Manager Randy Murphy, Acting City Attorney Craig Steele, Contract Attorney Dave Fleishman and Outside Legal Counsel Dan Parlow, City Clerk Annamarie Porter

**PLEDGE OF ALLEGIANCE**

Councilmember Infanti led in the Pledge of Allegiance.

**1. PUBLIC COMMUNICATIONS ON CLOSED SESSION ONLY - None**

**2. RECESS TO CLOSED SESSION**

**a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to Government Code Section 54956.9(d)(1)**

**Name of case:**

South Coast Property Company 13-B, LP v. City of Solvang et al, Case No. 22-cv-00254

**b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – pursuant to Government Code Section 54956.9(d)(1)**

**Name of Case:**

City of Solvang — Petition to Change Water-Right Permit 15878 (Application No. A022423), under protest by California Trout and National Oceanic and Atmospheric Administration's National Marine Fisheries Service, and comment by California Department of Fish and Wildlife.

**c. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to Gov. Code Section 54956.9(d)(2)**

Two potential cases

**RECONVENE TO OPEN SESSION – 6:24 p.m.**

**3. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

Acting City Attorney Steele announced there was no reportable action taken during Closed Session.

#### **4. ADJOURNMENT**

Mayor Brown adjourned the Closed Session at 6:25 p.m.

#### **6:30 PM REGULAR MEETING**

#### **CALL TO ORDER**

Mayor Brown called the Regular meeting to order at 6:30 p.m. in the City Hall Council Chamber, 1644 Oak Street, Solvang, California.

#### **ROLL CALL**

Present: Mayor David Brown, Councilmembers Elizabeth Orona, Mark Infanti, Louise Smith

Absent: Mayor pro tem Claudia Orona

Staff: City Manager Randy Murphy, Acting City Attorney Craig Steele, City Clerk Annamarie Porter, Administrative Services Director Wendy Berry

#### **PLEDGE OF ALLEGIANCE**

Craig Kent led in the Pledge of Allegiance.

#### **1. PROCLAMATIONS, COMMENDATIONS AND CEREMONIAL ITEMS**

##### **a. Human Trafficking Awareness**

Anne McCarthy, Executive Director of the North County Rape Crisis and Child Protection Center accepted the proclamation on behalf of the Santa Barbara County Human Trafficking Task Force.

##### **b. Black History Month**

Mayor Brown proclaimed February as Black History Month in the City of Solvang.

#### **2. PRESENTATIONS**

##### **a. Marketing & Tourism October – December 2024 Quarterly Update**

John Sorgenfrei, TJA, narrated a PowerPoint presentation with a quarterly update of Marketing Services.

Liana Cabrera, Islet Agency, via Zoom, narrated a PowerPoint presentation detailing a social media report.

Anna Ferguson-Sparks of Stiletto Marketing narrated a PowerPoint presentation on press communications, topics, and collaborations advertised.

Susan Lee from the Solvang Visitor Center; announced gifting emergency bags to visitors.

#### **3. PUBLIC COMMUNICATIONS – NON-AGENDA AND CONSENT ITEMS**

Mayor Brown invited public comments.

Jamie Baker

There were no other public communications on Non-Agenda and Consent Items.

#### **4. CITY MANAGER REPORT AND ADVANCE CALENDAR**

City Manager Murphy reported the quarterly cleanup is on February 15, 2025 at Lot 4, the grant cycle is opening soon and there will be two workshops on the proper procedure on February 19, 2025 and March 11, 2025; added the Measure U Committee is hosting a workshop on January 28, 2025

#### **5. GC SECTION 53232.3(d) (aka AB 1234) and GC SECTION 84308 (aka SB 1439) REPORT OUT, COUNCIL COMMENTS, REQUESTS**

Councilmember Elizabeth Orona reported attending a meeting for the EMAJPA and believes a loan will be requested of Solvang by the organization. Additionally, she reported attending the Senior Center groundbreaking ceremony and having a conversation with Joan Hartman about getting Solvang fire wise.

Mayor Brown reported being on a board at Allen Hancock College for the Upward Mobility Summit, attending a SB County Association Governments meeting.

#### **6. CONSENT ITEMS**

- a. Approve Order of Agenda as Presented
- b. Approve City Council Minutes: January 13, 2025
- c. Receive and file 4th Quarter 2024 Public Records Requests
- c. Receive and File Classification and Compensation Study

*Motion by Councilmember Infanti to approve consent items, as presented, seconded by Councilmember Elizabeth Orona, and carried 4-0. Mayor pro tem Claudia Orona absent.*

#### **7. PUBLIC HEARINGS - None**

#### **8. DISCUSSION ITEMS**

##### **a. Discussion and possible action to approve the Annual Comprehensive Financial Report**

Administrative Services Director Berry reported the types of funds the city has and the available balance.

Melish Desai, Badawi & Associates, via Zoom, narrated a PowerPoint presentation on details of the financial report.

Discussion followed on compensated absences.

Mayor Brown invited public comments.

There were no public comments.

*Motion by Councilmember Elizabeth Orona to approve the Annual 2023-2024 Audit Report, seconded by Councilmember Smith, and carried 4-0. Mayor pro tem Claudia Orona absent.*

##### **b. Discussion and possible action to Adopt Resolution No. 25-1278 Granting Consent to the County of Santa Barbara to Establish the Santa Barbara County Wine Improvement District**

**(SBCWID) and Include the City of Solvang in the Established SBCWID**

Alison Laslett, CEO of Santa Barbara Vintners, narrated a PowerPoint presentation on details of the Santa Barbara County Winery Improvement District.

Discussion followed on payer benefit, the current and anticipated budget and annual revenues, the City of Lompoc’s denial to join the SBCWID, marketing methods, the 1% assessment, membership structure and procedures, and wine bids.

Mayor Brown invited public comments.

- Shelby Sim
- Brit Zotovich
- Karen Steinwachs
- Brandon Sparks-Gillis
- Keith Sarloos
- Stephen Janes
- Tyler Thomas
- AJ Fairbanks
- Amy Christine
- Chase Carhartt
- Luke Sundquist
- Tracey Beard

There were no further public comments.

Councilmember Infanti stated he is in support of joining SBCWID citing personal communications he has had with producers and consumers.

Councilmember Smith stated she is in support of joining SBCWID citing how it does not impact City staff or residents, that people come to Solvang to spend money and relax, and the overwhelming support for it.

*Motion by Mayor Brown to adopt Resolution No. 25-1278 Granting Consent to the County of Santa Barbra to Establish the Santa Barbara County Wine Improvement District (SBWCID) and Include the City of Solvang in the Established SBCWID, seconded by Councilmember Infanti, and carried 4-0. Mayor pro tem Claudia Orona absent.*

**9. COUNCIL CLOSING COMMENTS**

Councilmember Smith stated she is still learning about the City and how it works, she is honored to be the voice of District 3 and offered to have a cup of coffee or glass of wine to anyone who wants to have a discussion.

**10. ADJOURNMENT – 8:55 p.m.**

The meeting was adjourned at 8:55 p.m.

Respectfully submitted:

\_\_\_\_\_  
Annamarie Porter, CMC  
City Clerk



25852 mcbean pkwy #187  
valencia, ca 91355

888.743.5977 : p  
www.moore-associates.net

# memo

**to:** Randy Murphy, City Manager,  
City of Solvang

**from:** Kathy Chambers

**re:** SYVT Quarterly Memo (FY 2025, Q2)

**date:** January 23, 2025

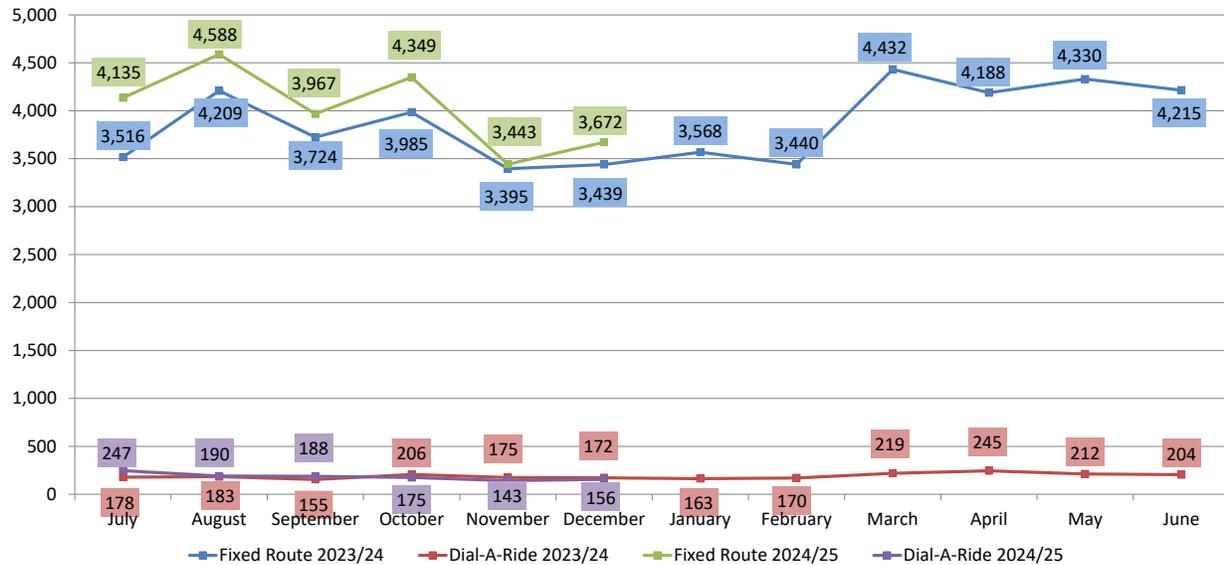
## **Administrative Activities**

During the second quarter of FY 2025 (October 1 through December 31, 2024), Moore & Associates completed the following administrative activities on behalf of SYVT:

- Conducted operations meetings with RATP Dev on October 24 and December 5, 2024;
- Participated in Caltrans District 5 one-on-one meetings on October 1 and December 18, 2024;
- Prepared semi-annual DBE reports and submitted to Caltrans;
- Prepared and submitted FY 2023/24 NTD report to Caltrans;
- Researched inflation and peer information for RATP Dev contract amendment;
- Attended a meeting with RATP Dev on October 21, 2024;
- Prepared justification narrative for RATP Dev contract adjustment;
- Followed up with RATP Dev regarding Drug & Alcohol Plan and provided to City for adoption;
- Submitted 2023 ICT reporting data;
- Met with Rodger Olds via phone on November 15 and December 10, 2024;
- Submitted Transit Needs Assessment data to SBCAG;
- Addressed NTD report revisions;
- Completed the Caltrans Disparity form;
- Partially completed the National RTAP survey and forwarded the remaining items to RATP Dev;
- Participated in a transition meeting with you, Rodger, and Bridget on December 12, 2024;
- Revised FY 2023/24 TDA claims; and
- Addressed GTFS feed items with vendor.

## Ridership Analysis

Fixed-route ridership increased in October 2024, decreased in November 2024, then increased in December 2024. Fixed-route ridership in FY 2024/25 thus far is comparable to pre-COVID ridership. Dial-A-Ride (DAR) ridership remains lower than pre-COVID.



- October 2024 fixed-route ridership increased 9.6% from September 2024; and increased 9.1% from October 2023.
- October 2024 DAR ridership decreased 6.9% from September 2024; and decreased 15.1% from October 2023.
- October 2024 total ridership increased 8.9% from September 2024; and increased 7.9% from October 2023.
- November 2024 fixed-route ridership decreased 13.2% from October 2024; and increased 1.4% from November 2023.
- November 2024 DAR ridership decreased 18.3 % from October 2024 and November 2023.
- November 2024 total ridership decreased 13.4 % from October 2024; and increased 0.5% from November 2023.
- December 2024 fixed-route ridership increased 6.7% from November 2024; and increased 6.8% from December 2023.
- December 2024 DAR ridership increased 9.1% from November 2024; and decreased 9.3% from December 2023.
- December 2024 total ridership increased 6.8% from November 2024; and increased 6% from December 2023.

Since the number of service days changes from month to month, it can be helpful to look at the data in terms of rides per day. October 2024 fixed-route average daily and DAR average daily ridership both decreased slightly when compared with September 2024. November 2024 fixed-route average daily and DAR average daily ridership both decreased slightly when compared to October 2024. December 2024 fixed-route average daily and DAR average daily ridership both increased slightly when compared with November 2024.

	JULY 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024
FR Rides/day	159.04	169.93	165.29	161.07	143.46	146.88
DAR Rides/day	8.23	7.04	6.48	5.83	5.11	5.57

### **Call Activity**

Dial-A-Ride calls (whether for reservations or information) have traditionally comprised half of the calls received by SYVT. Requests for on-call pick-ups have traditionally comprised less than 20 percent of the calls received. Since the pandemic, Dial-A-Ride calls have been moving towards more than 50 percent of calls received. There have been very few requests for pickups at the hospital and no requests for pick up at the airport.

### **October**

Dial-A-Ride = 37.1% of calls  
On-call pickups = 25.4% of calls

### **November**

Dial-A-Ride = 45.4% of calls  
On-call pickups = 26.4% of calls

### **December**

Dial-A-Ride = 41.3% of calls  
On-call pickups = 24.7% of calls

### **CSR Call Log: October - December 2024**

	Oct	Nov	Dec	Total	Percent
Service information	105	57	72	234	27.9%
On-call pickup request	85	60	70	215	25.6%
DAR information	36	44	32	112	13.3%
DAR reservation	88	59	85	232	27.7%
Lost and found	4	1	2	7	0.8%
Complaint	0	0	0	0	0.0%
Compliment	0	0	0	0	0.0%
Other	16	6	22	44	5.2%
<b>Total</b>	<b>334</b>	<b>227</b>	<b>278</b>	<b>839</b>	<b>100.0%</b>

### **Marketing**

On October 9-10, Moore & Associates represented Santa Ynez Valley Transit (SYVT) at the Buellton Fall Fest, connecting with the community in meaningful ways. During the two-day event, Moore & Associates staff spoke with attendees about SYVT's services, highlighting how the transit system provides a reliable and affordable transportation option for the Santa Ynez Valley community.

In addition to sharing information about SYVT's offerings, staff actively encouraged festival-goers to explore career opportunities within the transit system. Open positions were promoted, providing attendees with details on how to apply and join the dedicated team that helps keep the community

moving. The Buellton Fall Fest provided a lively and engaging platform to raise awareness about SYVT while fostering community connections and growing the transit workforce.



**SUBJECT:** Approve an Agreement with Rincon Consultants, Inc to prepare an Initial Study and prepare documents for California Environmental Quality Act (CEQA) compliance in connection with Land Use Application LUP-23-242 (Wildwood, APN 139-530-001,002), for the total amount not to exceed \$252,277. for the term February 10, 2025 – December 31, 2026, and authorize the Mayor to execute on behalf of the City

**PREPARED BY:** Rafael Castillo, AICP, Planning and Building Manager

**DISCUSSION:**

On October 3, 2023, the City received an SB 330 “Builder’s Remedy” application for construction of 108 multi-unit apartment units on 5.5 acres of property within the City. The applicant has subsequently revised the application to include 100 multi-family condominium units, with 20 percent of the units set aside as deed restricted affordable housing units, and associated improvements. As required by applicable law, City staff deemed the application complete on December 23, 2024, therefore proceeding with the next step of the City’s consideration of the entitlement, which is a required analysis of environmental impacts consistent with California Government Code section 65920 and Public Resources Code section 21080.2.

City staff solicited three (3) proposals from qualified firms on the City’s 2022 environmental consultants list. Staff recommends Rincon Consultants, Inc. to prepare an Initial Study and further environmental documents. Rincon Consultants, Inc worked on the City’s 2045 General Plan Environmental Impact Report, which enables the firm to jumpstart the environmental review based on previous information collected as a part of the General Plan work effort, which was also completed by Rincon. The proposed scope of work assumes completion of an Environmental Impact Report (EIR) to satisfy California Environmental Quality Act (CEQA) requirements. The proposed contract includes the following scope of work:

- Peer Review of Applicant’s submitted documentation;
- Completion of an Initial Study;
- Tribal Consultation assistance consistent with AB 52;
- Notice of Preparation;
- Public Scoping Meeting/Hearing;
- Preparation of a Project Level Environmental Impact Report including project alternatives;
- Preparation of a Final Environmental Impact Report and Mitigation Monitoring Program (MMRP) based on comments received.

The total proposed cost of environmental work is \$252,277. The environmental analysis allows the public and decision makers to review potential environmental impacts and possible mitigation measures associated with the project prior to public hearings for either approval or denial of the project. The cost of preparing the environmental documentation is paid for by the project applicant.

**ALTERNATIVES:**

The Council may direct staff to solicit additional proposals for the environmental work. City staff does have a statutory requirement to complete the Initial Study within 30 days of deeming the project complete which may be extended if the applicant agrees to one Note that the applicant has agreed for an extension of time in order to allow staff to solicit multiple proposals for the proposed work effort.

**FISCAL IMPACT:**

The applicant is responsible for the entire contract amount of \$252,277, in addition to an initial deposit of \$5,880 per the City fee schedule for staff’s time to administer and review environmental work. Once this deposit is exhausted, City staff will recover additional funds at its billing rate set by the adopted fee schedule.

**ATTACHMENTS:**

A- Rincon Consultants, Inc Contract



## CITY OF SOLVANG PROFESSIONAL SERVICES AGREEMENT

**PARTIES AND DATE.** This Agreement is made and entered into **this 10th day of February, 2025** (“Effective Date”) by and between the **CITY OF SOLVANG**, a Municipal Corporation and Charter City organized under the Constitution and laws of the State of California with its principal place of business at 1644 Oak Street, Solvang, CA 93463 (“City”) and **RINCON CONSULTANTS, INC**, a California Corporation with its principal place of business at 180 North Ashwood Avenue, Ventura, CA 93003 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement. The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

### **1.0 GENERAL PROVISIONS**

1.01 **Term:** This agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

1.02 **Services:** Consultant shall perform the **scope of work (tasks)** described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the **project schedule** which is also set forth in **Exhibit A**.

Consultant shall determine the method, details and means of performing the above-referenced services.

Consultant may, at their own expense, employ such assistants and subconsultants, as Consultant deems necessary to perform the services required of Consultant by this agreement. However, Consultant may not assign this agreement to any other person or entity in the performance of required project-related services, and the City may not control, direct or supervise Consultant’s assistants or employees in the performance of those services.

1.03 **Standard of Performance:** Consultant’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions. Whenever the scope of work requires or permits approval by the City, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant or its subcontractors. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

1.04 **Compensation:** In consideration for the services to be performed by Consultant, City agrees to pay Consultant monetary consideration for professional services in accordance with the **fee schedule** set forth in **Exhibit A**. The parties agree that total compensation for fees and costs for the services detailed in **Exhibit A** shall not exceed the sum of **\$252,277**, unless and until this Agreement is amended as provided herein.

1.05 **Billing/Payment Terms.** All charges for Consultant's services and authorized related reimbursable expenses shall be billed monthly, and all undisputed charges will be paid by City within 30 (thirty) days of receipt. The bills shall list all tasks under this Agreement, the task budget, project total budget, percentage completed for each task for that month, associated percentage billing against each task, and total billing for that month. In the event the Agreement is based on time & materials billing up to a not-to-exceed amount, the bill shall itemize by date all services and expenses provided during the invoice period (under this Agreement) including a brief description of the nature of work performed, the person or vendor performing them, the applicable billing rate, and the time expended. All Consultant service invoices must be approved by the City Manager prior to payment.

## 2.0 OBLIGATIONS OF CONTRACTOR

2.01 **Contract Management and Service Performance:** Principal shall serve as the project manager and will personally prepare, or direct and supervise the preparation of, all work product called for by this agreement. Consultant represents that it has the qualifications, experience and facilities to properly perform all services hereunder in a thorough, competent, timely, and professional manner and shall, at all times during the term of this Agreement, have in full force and effect all licenses required of it by law. Consultant agrees to devote the hours and the human resources necessary to timely perform the services set forth in this agreement in an efficient, professional, and effective manner.

### 2.02 **Avoidance of Conflict of Interest.**

(a) Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business or interfere with the timely performance and completion of Consultant's services under this Agreement.

(b) Consultant shall comply with all conflict of interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the City pursuant to this Agreement may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant to notify the City of any staff changes relating to this Agreement.

(c) In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of the Consultant unless as indicated in Subsection (d), will be performing a very limited and closely supervised function, and therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection (d). \_\_\_\_\_ (*Initials*).

(d) In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally for the purpose of influencing a governmental decision. As a result, the following persons shall be subject to the City's Conflict of Interest Code.

\_\_\_\_\_None\_\_\_\_\_

2.03 **Tools and Instrumentalities:** Consultant shall provide all tools and instrumentalities to perform the services under this agreement.

2.04 **Workers' Compensation and Other Employee Benefits**: City and Consultant intend and agree that Consultant is an independent contractor of City and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other City-sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify City for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

2.05 **Indemnification**

(a) **Non-design, non-construction Professional Services**: To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) **Non-design, construction Professional Services**: To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph (a). To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) **Design Professional Services**: In the event Consultant is a "design professional", and the Scope of Services require Consultant to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs (a) or (b). To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Consultant, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Consultant shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Consultant unless adequately corrected by Consultant. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of

this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to Consultant under this paragraph exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.

(d) Payment by City is not a condition precedent to enforcement of the indemnities in paragraph (a), (b), or (c). In the event of any dispute between Consultant and City, as to whether liability arises from the active negligence, sole negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. The provisions of this Section 2.05 shall survive completion of Consultant's services or the termination of this Agreement.

2.06 **Insurance**: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement.

2.07 **Campaign Contribution Disclosure**: Pursuant to Government Code Section 84308, any party to a City proceeding (which includes, but is not limited to, all contracts with the City, other than competitively bid, labor, or personal employment contracts) must disclose on the record any campaign contributions made to a member of the City Council or other elected or appointed officer of the City, any candidate for elected office of the City, or any candidate for elective office of any other agency who is also an elected or appointed officer of the City in excess of \$250 in the past 12 months. This disclosure requirement includes contributions by the party's agent, such as a consultant, and aggregated contributions from persons or entities related to the party. Consultant is required to fill out and provide the attached Exhibit C 'Applicant/Interested Party Campaign Contribution Disclosure Form' with submission of this Agreement and to update this form after each contribution and no later than the beginning of any associated proceeding.

### 3.0 OBLIGATIONS OF CITY

3.01 **Cooperation**: City agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement. City employees, agents and officers of the City agree to disclose all information relevant to this project to Consultant. Consultant shall be entitled to reasonably rely upon the accuracy and completeness of information furnished by City, provided that Consultant shall give City prompt written notice of any known defects in such information.

### 4.0 TERMINATION OF AGREEMENT

4.01 **Termination Notice**: Notwithstanding any other provision of this agreement, any party hereto may terminate this agreement, at any time, without cause, by giving at least 30 (thirty) days' prior written notice to the other parties to this agreement.

4.02 **Termination on Occurrence of Stated Events**: This agreement shall terminate automatically on the occurrence of any of the following events:

- a. Sale of the business of any party;
- b. The end of the 30 (thirty) days as set forth in section 4.01;
- c. End of the contract to which Consultant's services were necessary; or
- d. Assignment of this agreement by Consultant without the consent of City.

4.03 **Termination by any Party for Default:** Should any party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party, at its option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

4.04 **Termination:** This agreement shall expire on **December 31, 2026**, unless earlier extended as set forth in this Section. The City, with the agreement of Consultant, is authorized to extend the term of this agreement beyond the termination date, as needed, under the same terms and conditions as set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

## 5.0 SPECIAL PROVISIONS

5.01 **Additional Tasks as May Be Assigned by the City Manager:** Prior to initiating any Consultant work on matters relating to the purposes of this Agreement, but outside the Scope of Services for this Agreement, it shall be the responsibility of Consultant to obtain written approval of the City Manager, prior to initiation of such tasks.

5.02 **Time Schedule:** Consultant is to begin work upon receipt and execution of City contract. Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in **Exhibit A** and incorporated herein.

5.03 **Work Outside Contract Scope:** No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the City Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manger may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the City Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

### 5.04 **Confidentiality:**

- (a) Confidential Nature of Information. Consultant shall treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential.
- (b) Limitation on use and disclosure. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the City, or obtained from the City or obtained as a consequence of the performance of work to any person other than the City, or its own employees, agents or

subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City.

- (c) Security plan. If requested by the City Manager, Consultant shall prepare a security plan to assure that information obtained from the City or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant shall advise the City of any request for disclosure of information or of any actual or potential disclosure of information.
- (d) Survival. Consultant's obligations under this paragraph shall survive the termination of this contract.

**6.0 MISCELLANEOUS**

6.01 **Notices:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and delivered or, in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, to the following address for each respective party:

<b>PARTY</b>	<b>ADDRESS</b>
<b>TO: CITY OF SOLVANG</b>	City of Solvang 1644 Oak Street Solvang, CA 93463 Attention: City Clerk
Copy to:	Chelsea O'Sullivan, City Attorney Richards, Watson & Gershon 847 Monterey Street, Suite 206 San Luis Obispo, CA 93401
<b>TO: CONSULTANT</b>	Richard Daulton, Secretary 180 North Ashwood Avenue Ventura, CA 93003

6.02 **Governing Law:** This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time, should any need for interpretation of this agreement or any decision or holding concerning this agreement arise.

6.03 **Binding Effect:** This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as consent by City to any assignment of this agreement or any interest in the agreement.

6.04 **Remedies:** The remedies set forth in this agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.05 **Due Authority:** The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.06 **Ownership of Work Product:** Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the City. Consultant agrees that all

copyrights, which arise from creation of the work pursuant to this contract, shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**6.07. Integration and Modification:**

- (a) This contract represents the entire understanding and agreement of the City and Consultant as to those matters contained herein. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the City and Consultant.
- (b) In the event of any conflict between the terms of this agreement and the terms of an exhibit, the terms of this agreement shall control, even if the exhibit purports to modify this agreement. In the event an exhibit incorporates by reference any additional physical documents, websites, web links or other electronic location not under the control of the City, the parties agree that such additional documents shall have no impact on this agreement and shall be deemed to be void unless actually attached to the exhibit that purports to incorporate such additional document. Notwithstanding the foregoing sentence, the provisions of Section 2.05 of this agreement shall not be altered, amended, limited or otherwise affected in any manner by any language included in an exhibit to this agreement, even if such exhibit purports to affect the provisions of Section 2.05. Furthermore, any attempt to limit liability to the City that is expressed in an exhibit shall have no force or effect unless City has expressly agreed to such limitation by providing the initials of its authorized representative here: \_\_\_\_\_.

6.08. **Advice of Counsel:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

6.09. **Independent Review:** Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

6.10. **Attorney Fees:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach hereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.11 **No waiver:** The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.12. **Assignment:** This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement, giving rise to a right to terminate as set forth in Section 4.03.

6.13. **Time for Performance:** Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, epidemics, pandemics, or any other cause, except financial inability, which is the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused: provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement of the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.14. **Severability:** Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.15. **Construction:** The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provision to which they relate.

6.16. **Amendments:** Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this agreement.

6.17. **Signatures:** The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

**CITY OF SOLVANG**

**CONTRACTOR  
RINCON CONSULTANTS INC**

\_\_\_\_\_  
David Brown, Mayor

\_\_\_\_\_  
Richard Daulton, Secretary

**ATTEST:**

**APPROVED AS TO FORM**  
Richards, Watson & Gershon

\_\_\_\_\_  
Annamarie Porter, City Clerk

\_\_\_\_\_  
Craig Steele, Acting City Attorney

EXHIBIT A  
SCOPE OF WORK,  
FEE SCHEDULE  
&  
PROJECT SCHEDULE



**Rincon Consultants, Inc.**

180 North Ashwood Avenue  
Ventura, California 93003  
805-644-4455

December 10, 2024

Rincon Project No. 24-16347

Rafael Castillo, Planning Manager

City of Solvang

411 Second Street

Solvang, California 93463

Via email: [rcastillo@cityofsolvang.com](mailto:rcastillo@cityofsolvang.com)

**Subject: Proposal to Prepare an Initial Study and Environmental Impact Report for the Wildwood Project, City of Solvang, California**

Dear Mr. Castillo:

Rincon Consultants, Inc. (Rincon) is pleased to provide this proposal to assist the City of Solvang (City) with environmental documentation required by the California Environmental Quality Act (CEQA) for the Wildwood Project. This proposal includes preparation of an Initial Study and a Environmental Impact Report (EIR).

## **Project Understanding**

Lots on Alamo Pintado, LLC (applicant) is proposing to develop 100 multi-family residential units on a vacant 5.45 acre site in Solvang. The site is comprised of Assessor Parcel Numbers 139-53-001 and 139-530-002. The two-story multi-family buildings would include 20 1-bedroom units, 70 2-bedroom units, and 10 3-bedroom units. Twenty percent of the units will be low-income and eighty percent will be market rate.

## **Scope of Work**

Based on discussions with the City, this scope of work assumes the appropriate document for CEQA compliance will be an EIR, which will be supported by the technical analysis provided in the applicant-prepared technical studies and an Initial Study prepared by Rincon.

The scope of work below assumes that no hard copies or Americans with Disabilities Act (ADA) accessible document will be provided. However, Rincon can provide hard copies or ADA-compliant documents for an additional fee to be determined on a time-and-materials basis, if requested.

### **Task 1 Project Initiation and Kick-off Meeting**

This task includes effort to initiate the project. Upon authorization to proceed, Rincon's Principal-in-Charge and Project Manager will attend a virtual 1-hour kickoff meeting with City staff. Applicant representatives may be invited at City staff's discretion. This meeting will serve as a forum to review and confirm study objectives, discuss schedule, and establish communication protocols.

The kickoff meeting also allows the City, applicant, and Rincon an opportunity to discuss data needs. Rincon will use this opportunity to request any relevant studies and information not already transmitted. This step should clarify the environmental concerns of the community and interested parties, allowing the team to verify the scope of the environmental study. In addition to attendance at the kickoff meeting, this task includes preparation of a meeting agenda and meeting minutes.



## **Deliverables**

Agenda and meeting minutes.

### **Task 2 Peer Review**

Rincon senior-level staff will peer review the technical studies submitted by the applicant. This scope of work includes peer review of the following technical studies:

- Archaeology Resources Report
- Historical Resources Report
- Paleontological Assessment Report
- Biological Resources Assessment and Jurisdiction Determination Report
- Arborist Report
- Preliminary Hydrology Report
- Preliminary Stormwater Control Plan
- Geotechnical Engineering Report
- Phase I Trip Generation and Policy Consistency Analysis
- Vehicle Miles Traveled Analysis
- Phase I Environmental Site Assessment
- Traffic Study

Rincon's peer review will be limited to review for adequacy for compliance with CEQA and will not include an engineering-level technical review of design, modeling methods, or assumptions that are not considered environmental issues under CEQA. We assume that the appropriate City staff will also review the reports for compliance with City requirements and design requirements not related to CEQA. The peer review will also not include validation or verification of all data sources and information cited used to develop the reports. The scope of work assumes report preparers have conducted a thorough quality assurance/quality control (QA/QC) review of the documents, all data sources are valid, and all information cited is accurate. This scope also assumes that the technical reports will include sufficient information and analysis for incorporation in the Initial Study and EIR.

Rincon will produce a memorandum documenting our findings regarding the studies and recommendations regarding any new or revised analysis to be completed. We assume that the applicant's consultants will revise their studies to address any comments unless no substantive issues are identified. Upon receipt of the revised studies, we will backcheck the revised studies to determine if the comments have been addressed. Our cost estimate assumes that the applicant's consultants will sufficiently address Rincon's comments and additional reviews of the applicant-prepared studies will not be required. Should Rincon's follow-up review of the revised studies require further comment and revision, a contract amendment may be required to provide additional budget to support the peer review process.

In carrying out the CEQA process, it may be found that additional studies are necessary to complete the CEQA review. Peer review of additional technical studies not listed above is not included in this scope of work, but can be provided at the City's request for an additional fee. This scope of work does not include preparation of additional technical studies or analysis, with the exception of Air Quality, Greenhouse Gas Emissions, and Noise, which Rincon will conduct as part of the EIR (Task 7).



## **Deliverables**

PDF version of the peer review memoranda. Verification that the applicant has addressed Rincon's comments will be transmitted via email.

### **Task 3 Project Description**

Rincon will prepare a detailed project description in accordance with Section 15124 of the CEQA Guidelines and will transmit the draft project description for City review. The project description will use and expand upon the description and plans provided by the applicant in the application package. Textual, tabular, and graphic presentation of information will be included as necessary to facilitate a thorough understanding of the project. The project description will include:

- Description of the site and surrounding uses
- An explanation of the proposed development and requested land use changes, permits, and approvals
- Discussion of the project components, including site access, grading, and utility services
- Duration of construction and any proposed phasing of development
- Description of design features and/or operational practices
- Statement of project objectives
- Up to four graphics depicting the project site location and project components

Rincon will address up to one round of consolidated City comments on the project description.

## **Deliverables**

PDF and Microsoft Word versions of the draft and final Project Description.

### **Task 4 Tribal Consultation Assistance**

Under Assembly Bill (AB) 52 (California Government Code Section 21080.3.1 (a)), the City, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the project site prior to the release of an environmental impact report. If the City does not maintain an AB 52 contact list, Rincon will request an AB 52 consultation list from the California Native American Heritage Commission (NAHC) on behalf of the City. Typically, NAHC list requests are fulfilled within 15-20 business days. Rincon will assist the City with consultation under AB 52 by providing the City with letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. Upon City review and approval of the letters, Rincon will print and mail the letters on agency letterhead, with the City's return address. After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52.

Rincon will also participate in one 1-hour conference calls, plus an assumed 1-hour of preparation for the call, to support consultation if requested during the AB 52 process. Rincon assumes in-person meetings will not take place. Rincon assumes that the City will be responsible for scheduling meeting dates. Upon conclusion of AB 52 consultation, Rincon will prepare one technical memorandum documenting the results of consultation efforts that will be referenced in the CEQA analysis and provided to the City in electronic format.



## **Deliverables**

Letter templates, checklists, and detailed instructions for tribal consultation. Technical memorandum summarizing the results of the consultation efforts.

### **Task 5 Initial Study**

Upon City approval of the Project Description, Rincon will prepare an Initial Study for the project in accordance with Section 15063(d) of the State CEQA Guidelines. The purpose of the Initial Study is to determine the potentially significant impacts, which will be further evaluated in the EIR (Task 7). Each of the environmental topics included in the State CEQA Guidelines Appendix G Environmental Checklist Form will be addressed at a level of detail sufficient to allow the City to make determinations of significance. To the extent possible, Rincon will incorporate information from existing technical reports and planning documents that apply to the proposed project. Especially relevant will be the technical studies and reports the applicant has prepared for the project which will be peer reviewed by Rincon as part of Task 2. Where appropriate, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts.

The Initial Study will be submitted to the City for review. Rincon will address up to one round of consolidated City comments on the Initial Study.

## **Deliverables**

Draft and Final Initial Study.

### **Task 6 Notice of Preparation and Scoping Meeting**

#### **Task 6.1 Notice of Preparation**

Upon City approval of the Initial Study, Rincon will prepare the NOP for City review and approval. After City review, Rincon will provide an electronic copy of the NOP to the City for signature. Rincon will file the NOP with the County Clerk and State Clearinghouse; publish the NOP in the Santa Ynez Valley News; email the NOP to up to 50 responsible agencies, trustee agencies, other interested parties, and Native American Tribes; and distribute the NOP to up to 25 adjacent property owners and occupants. Rincon will purchase parcel data in order to obtain the addresses for the owners and occupants of the adjacent parcels. This scope of work assumes that the City will post the NOP and Initial Study on the City website, and will compile all responses to the NOP for transmittal to Rincon for inclusion in the EIR. This scope of work also assumes that the NOP will not exceed four pages in length, the County Clerk filing fee will not exceed \$50, the newspaper publication cost will not exceed \$600, and the parcel data for the adjacent properties will not exceed \$300.

## **Deliverables**

Draft and Final NOP

#### **Task 6.2 Scoping Hearing**

Rincon will assist the City with preparing for and conducting a public scoping hearing during the 30-day NOP review period. This scope of work assumes that the scoping hearing will be noticed in the NOP, and separate noticing will not be required. This scope of work also includes attendance of the Project Manager at the scoping hearing. Rincon assumes the City will provide the venue (virtual and/or physical) and coordinate the logistics for the meeting. We also assume the City will provide translation



services, if necessary. Rincon will be responsible for powerpoint materials consisting of project description, site plan, site location map, CEQA timeline, and any other presentation graphics, to be provided in electronic format. Rincon will also provide a sign-in sheet and public comment forms. If desired by the City, the Rincon Project Manager will make a presentation providing an overview of the project and the CEQA process and will facilitate public comments thereafter. The focus of the public comments will be the scope of the EIR.

## **Deliverables**

Scoping hearing sign-in sheet, public comment forms, and PowerPoint presentation or slides to supplement the staff-led presentation.

## **Task 7 Draft EIR**

### **Task 7.1 First Administrative Draft EIR**

Rincon will prepare an Administrative Draft EIR in compliance with CEQA requirements based on the applicant-provided technical reports and information gathered as part of the Initial Study and comments on the NOP. This scope of work assumes up to eight environmental topics will be addressed in the EIR at a higher level of detail than was provided in the Initial Study. The Administrative Draft EIR will include the following sections:

- **Executive Summary.** This section will provide a summary of the entire EIR, including a summary of impacts and mitigation measures in matrix format.
- **Introduction and Environmental Setting.** The introduction will describe the purpose of the EIR, list the scope of issues to be addressed, summarize NOP comments, present the organization of the report, and summarize the cumulative projects.
- **Project Description.** This chapter will include the project description prepared in Task 3.
- **Analysis, Impacts, and Mitigation Measures.** As noted above, we assume up to eight environmental topics may require additional analysis in the EIR at a higher level of detail than was provided in the Initial Study. The biological resources, cultural resources, and transportation sections of the EIR will be based largely on the applicant-provided technical studies. This scope also assumes that the applicant provided technical reports will include sufficient information and analysis for incorporation into the EIR. The aesthetics, air quality, greenhouse gas, noise, and tribal cultural resources analysis which Rincon will conduct as part of the EIR. The approach for the eight sections is detailed below. Analysis of impacts for such environmental topics will include four main components:
  - Setting (description of current conditions with respect to the issue in question, including the existing regulatory environment)
  - Impact analysis (discussion of potentially significant effects of the proposed project; impacts are typically compared to established “thresholds of significance”)
  - Mitigation measures (methods by which significant effects can be reduced or eliminated)
  - Level of significance after mitigation (discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold)
- **Other CEQA-Required Sections.** The EIR will include all other sections required by the CEQA Guidelines, including growth-inducing impacts and irreversible significant effects. This section of the EIR will examine the potential for the proposed project to induce substantial population growth and/or economic expansion or remove obstacles to growth, such as through infrastructural improvements.



- **Alternatives.** The EIR will analyze up to three alternatives, including the No Project Alternative. Rincon will work directly with City staff to identify alternatives. Evaluation of alternatives will be qualitative and at a lesser detailed than for the proposed project, though the analysis will provide sufficient information to allow decision-makers to select a project alternative if they choose to do so. This section will also discuss alternative sites, alternatives considered but rejected, and identify the environmentally superior alternative. If the “no project” alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining scenarios.
- **References and List of Preparers:** This section will include a list of all references used during preparation of the EIR, as well as a list of preparers.

This scope of work assumes that the eight technical topics to be analyzed in the EIR will include Aesthetics, Air Quality, Biological Resources, Cultural Resources, Greenhouse Gas Emissions, Noise, Transportation, and Tribal Cultural Resources. The approach for the eight technical sections is detailed below:

- **Aesthetics:** This will include evaluation of the site’s existing visual setting, including the project site’s physical attributes, relative visibility, and relative uniqueness. The evaluation will consider project consistency with applicable City development standards relating to the visual and aesthetic characteristics of potential development. The analysis will also consider impacts related to light and glare. The aesthetics section will be based on visual simulations from Alamo Pintado Drive and Old Mission Drive, provided by the applicant and approved by City staff. The aesthetics analysis will entail an evaluation of the modification of visual resources located on-site and on views of scenic resources that may be partially or fully obstructed, as well as the change in visual character of the site and surrounding area as a result of the development of the site. This will include a discussion of the change in the aesthetics of the site with development of the project, including grading, infrastructure, structural development, and landscaping. Where necessary, the section will identify measures required to mitigate aesthetic impacts.
- **Air Quality:** To address impacts associated with air pollutant emissions, Rincon will consider both temporary construction and long-term operational emissions. The section will summarize the existing air quality conditions in the air basin using data for nearby air monitoring stations available from the California Air Resources Board and the Santa Barbara County Air Pollution Control District (SBCAPCD) and characterize the state of the climate and relevant federal, State, and local regulations. Construction and operational emissions of criteria pollutants will be calculated using the California Emissions Estimator Model (CalEEMod). The significance of air quality impacts will be evaluated based on the thresholds defined by the SBCAPCD and based on the project’s compliance with local air quality plans. The findings of the air quality analysis will be summarized directly in the EIR that documents the methodology and results of air pollutant modeling. An appendix with technical modeling data will be included. This scope of work assumes that the applicant will provide Rincon with construction information (e.g., soil cut/fill estimates, schedule, and construction equipment to be used) and operational information (sustainability features, recreational use details, etc.). No analysis of the environment onto the project site (e.g., from roadway air quality emissions) is proposed, as those impacts are not a CEQA issue.
  - **Construction Health Risk Assessment:** A construction Health Risk Assessment (HRA) will be included in the Air Quality section of the EIR. Potential exposure to substantial concentrations of Toxic Air Contaminants could arise from the construction of the proposed project. Due to the location of sensitive receptors within 1,000 feet of the project site and over 10,000 cubic yards of soil movement, there is a potential for health risk impacts from

construction activities. A refined HRA will be performed in accordance with the latest California Office of Environmental Health Hazard Assessment (OEHHA) Guidance. The analysis will incorporate the estimated construction emissions and dispersion modeling using the American Meteorological Society/United States Environmental Protection Agency's Regulatory Model (AERMOD) with meteorological data from the closest meteorological monitoring station. AERMOD dispersion model outputs will be converted into specific cancer risks and non-cancer chronic health hazard impacts in accordance with the OEHHA Guidance. The results of the HRA will be incorporated into the air quality EIR section.

- **Biological Resources:** This section will include a summary of existing biological conditions based on information in the Biological Resources Assessment and Jurisdiction Determination Report and Arborist Report provided by the applicant. Our scope does not include field work or protocol-level botanical or wildlife surveys. The results of the technical studies will be summarized in the EIR and will include 1) documentation of the existing baseline conditions for biological resources; 2) evaluation of the potential for special status plants and animals, sensitive vegetation communities, and jurisdictional waters and wetlands to occur on the project site; 3) analysis for impacts biological resources, including potential impacts from tree removal to nesting birds; and 4) mitigation measures, if necessary.
- **Cultural Resources:** This section will be based on the information provided in the Archaeology Resources Report and Historical Resources Report provided by the applicant. This proposal does not include completion of a pedestrian survey or Extended Phase 1 subsurface testing. The results of the technical studies will be summarized within the section and will include: 1) a discussion of potential project-specific impacts to archaeological and historical resources and 2) mitigation measures to reduce potentially significant project impacts to archaeological and historical resources.
- **Greenhouse Gas Emissions:** To address impacts associated with greenhouse gas (GHG) emissions, Rincon will consider both temporary construction and long-term operational emissions. The section will characterize the state of the climate and relevant federal, State, and local climate change regulations and will identify the GHGs of primary concern. GHG emissions will be calculated using CalEEMod. The significance of GHG emissions will be evaluated based on the thresholds defined by the SBCAPCD. The findings of the GHG emissions analysis will be summarized directly in the EIR that documents the methodology and results of GHG emissions modeling. An appendix with technical modeling data will be included.
- **Noise:** The noise analysis will be conducted in accordance with City of Solvang guidelines, standards, and ordinances. The analysis will consider both temporary construction and long-term operational noise from the project. Noise measurements will be conducted to document the ambient noise environment. The survey will consist of up to four (4) short-term (15-minute) and two (2) long-term (24 hour minimum) noise measurements. An analysis of construction activities will be conducted to assess noise and vibration levels at nearby sensitive receptors based on equipment types and operations provided by the applicant. Project-related traffic noise increases will be assessed along nearby roadways based on data from the Phase I Trip Generation and Policy Consistency Analysis. An analysis of the potential for on-site noise generators (e.g., HVAC equipment) to impact adjacent uses will be evaluated. The findings of the noise analysis will be summarized directly into the EIR that documents the methodology and results of noise modeling and impacts. An appendix with technical modeling data will be included. No analysis of impact of the environment onto the project site (e.g., from roadway noise) is proposed, as those impacts are not a CEQA issue.



- **Transportation:** This section will be based on the Vehicle Miles Traveled Analysis provided by the applicant. This scope of work assumes that the applicant’s traffic consultant will provide a sight distance analysis for the project driveway. The section will discuss potential impacts to pedestrian, bicycle, and transit circulation, VMT, hazards from geometric design, and emergency access.
- **Tribal Cultural Resources:** The Tribal Cultural Resources section will incorporate a brief description of the City’s tribal consultation efforts and summarize the results of the consultation. Tribal consultation assistance is included as Task 4. This section will include an impact analysis for tribal cultural resources and will include mitigation measures and monitoring requirements, if necessary.

The Administrative Draft EIR will be submitted to the City for review. This scope of work assumes that the entire Administrative Draft EIR will be submitted at one time. If the City requests that EIR sections be submitted for review in batches, a scope and cost amendment would be needed.

### **Deliverables**

First Administrative Draft EIR

### **Task 7.2 Second Administrative Draft EIR**

After City review of the Administrative Draft EIR, Rincon will revise the document, as needed, to address the City’s comments. Rincon will respond to one round of consolidated comments on the Second Administrative Draft EIR and will prepare the Public Review Draft EIR (Task 7.3)

### **Deliverables**

Second Administrative Draft EIR

### **Task 7.3 Public Review Draft EIR**

Rincon will address City comments on the Second Administrative Draft EIR. Once all City comments have been resolved, Rincon will format and compile a PDF of the Public Review Draft EIR for public circulation. This task involves the editorial work, production, and communication processes required prior to publishing the Draft EIR for public review and comment.

Rincon will prepare all required public notices, including the Notice of Availability (NOA), Notice of Completion (NOC), and State Clearinghouse Summary Form. Rincon will file the NOA with the County Clerk; file the NOA, NOC and Summary Form with the State Clearinghouse; publish the NOA in the Santa Ynez Valley News, email the NOA to up to 50 responsible agencies, trustee agencies, other interested parties, and Native American Tribes; and distribute the NOA to up to 25 adjacent property owners and occupants. This scope of work assumes that the City will post the NOA and Public Review Draft EIR on the City website, and will compile all public comments for transmittal to Rincon for inclusion in the EIR. This scope of work also assumes that that the NOA will not exceed four pages in length, the County Clerk filing fee will not exceed \$50 and the newspaper publication cost will not exceed \$600. This scope of work also assumes that the NOP distribution list will be used for the NOA distribution.

### **Deliverables**

Public Review Draft EIR, NOA, NOC, State Clearinghouse Summary Form, Newspaper Advertisement



## **Task 8 Final EIR**

The Final EIR process will involve responding to public comments, revisions to the Draft EIR (if needed) and preparing the Mitigation Monitoring and Reporting Program (MMRP). This scope of work assumes that no substantial changes to the project design will be made between the Draft and Final EIR, and that public review comments will not require new analysis or substantial changes to the Draft EIR. The Final EIR will be prepared in compliance with Section 15132 of the CEQA Guidelines. Specific subtasks associated with this work effort are described below.

### **Task 8.1 Response to Comments**

Subsequent to receipt of all public comments on the Draft EIR, Rincon will submit draft responses to comments received on the Draft EIR for City review. We have assumed that up to twelve comment letters, including three lengthy (over five pages) and/or substantive letters, containing comments on the CEQA document will be received and can be adequately responded to in a maximum of 100 hours of professional staff time. We reserve the right to reexamine and renegotiate this task once the public review period is closed and the time required for this task is known with greater certainty. Rincon will address up to two rounds of City comments on the responses to comments.

#### **Deliverables**

Responses to Public Comments

### **Task 8.2 First Administrative Final EIR**

Rincon will prepare the Final EIR which will include 1) an introduction chapter summarizing the purpose of the Final EIR, public review process, and EIR certification process, 2) responses to public comments, prepared as part of Task 8.1, 3) errata to the Draft EIR, and 4) MMRP, prepared as part of Task 8.3. Rincon will modify text or data in the Draft EIR, if needed, based on the responses to comments or if requested by the City. If revisions to the Draft EIR are required, changes to the Draft EIR will be depicted in an underline and ~~strikethrough~~ format in the errata chapter of the Final EIR. This scope of work assumes that substantial changes to the Draft EIR and new analysis will not be required. Rincon will submit the First Administrative Final EIR to the City for review, concurrently with the response to comments prepared as part of Task 8.1.

#### **Deliverables**

First Administrative Draft Final EIR

### **Task 8.3 Mitigation Monitoring and Reporting Program**

Rincon will prepare the MMRP, which will include implementation responsibility, timing, monitoring requirements, and standards for success of all mitigation measures included in the Final EIR. The MMRP will be submitted to the City for review as part of the First Administrative Final EIR. Rincon will address up to one round of City comments on the MMRP.

#### **Deliverables**

MMRP



### **Task 8.4 Second Administrative Final EIR**

Rincon will address consolidated City comments on the First Administrative Final EIR, including the responses to comments, Draft EIR errata, and MMRP and will prepare the second Administrative Final EIR.

#### **Deliverables**

Second Administrative Draft Final EIR

### **Task 8.5 Final EIR**

Prior to certification of the Final EIR, and after receiving City staff comments on the Second Administrative Final EIR, Rincon will address City comments and prepare the Final EIR. This will be the document utilized in hearings by the decision-makers when they consider the project for final action. Rincon will provide a PDF of the Final EIR for the hearing process.

At least ten days prior to the Planning Commission hearing, Rincon will email the responses to comments to public agencies that commented on the Draft EIR. This scope of work assumes that up to twelve comment letters will require responses to be provided in advance of the hearing.

Within five days of project approval and certification of the Final EIR, Rincon will file a Notice of Determination (NOD) with the County Clerk's office and State Clearinghouse. This scope of work assumes that the County Clerk filing fee will not exceed \$50 and the California Department of Fish and Wildlife CEQA filing fee will not exceed \$4,250.

#### **Deliverables**

Final EIR and NOD

### **Task 9 Findings of Fact and Statement of Overriding Considerations**

Rincon will prepare the CEQA findings of fact (findings) for the project. CEQA Guidelines §15091 requires that no public agency approve or carry out a project, for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. Rincon will prepare draft findings in support of findings for each potential significant effect identified in the EIR. The findings will include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. In addition, the findings will discuss the reasoning for ultimately rejecting the project alternatives.

CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If any unavoidable significant impacts are identified in the EIR, Rincon will prepare the Statement of Overriding Considerations, in coordination with the City project manager and City attorney. This scope of work assumes that if alternatives are determined to be infeasible due to financial considerations, or that the Statement of Overriding considerations relies on specific economic or financial factors, corresponding financial data to support these conclusions will be provided by the City. Rincon will provide the draft of the CEQA findings to the City for review and comment. Rincon will address up to one round of consolidated City comments on the findings. This scope of work assumes that the City will prepare the Staff Report and Resolutions.



## **Deliverables**

Draft and Final Findings (and Statement of Overriding Considerations, if applicable)

## **Task 10 Meetings and Hearings**

### **Task 10.1 Meetings**

In addition to the kickoff meeting (included in Task 1) and scoping hearing (Task 6.2), the Rincon Project Manager and one additional staff person (Principal-in-Charge, Assistant Project Manager, or technical staff) will attend up to eight additional meetings over the course of this scope of work. This scope of work assumes the meetings will be virtual and will not exceed 1-hour in length. As appropriate, Rincon will prepare agenda and meeting minutes.

## **Deliverables**

Meeting agenda and minutes

### **Task 10.2 Hearings**

The proposal assumes that the Rincon Project Manager will attend two in-person public hearings (Planning Commission and City Council hearings for the Final EIR). If desired by the City, presentation materials (including PowerPoint slides) will be provided for the public hearings. Rincon's Project Manager will also be available to present the environmental-related portions of the staff presentation, if desired by the City. This scope of work assumes that the City will provide public notice of the hearings. This scope of work also assumes that no changes to the Final EIR will be required as a result of the hearings.

## **Deliverables**

A PowerPoint presentation or slides to supplement the staff-led presentation before the Planning Commission and City Council.

## **Task 11 Project Management**

This task entails active project management to ensure that there is an adequate exchange of information during project initiation and preparation of the environmental document. Rincon's Project Manager will be responsible for coordinating communication and maintaining a close working relationship with City staff during execution of this project, supported by the Assistant Project Manager.

This task includes in-house management of Rincon staff during the course of this scope of work, which assumes that the Final EIR will be completed within 12 months. This task includes responding to telephone calls and emails regarding the project, monitoring the project budget and schedule, invoicing, and other similar tasks. This task also includes provision of bimonthly status updates emailed to the City over the course of the project. Weekly status updates can also be provided, when warranted or requested by the City.

## **Deliverables**

Progress reports



## **Assumptions**

The scope of work is based on the following assumptions. Changes to the project or schedule that affect the assumptions may require a scope and budget amendment.

- The appropriate document for CEQA compliance will be an EIR, which will include up to eight technical topics (Air Quality, Aesthetics, Biological Resources, Cultural Resources, Greenhouse Gas Emissions, Noise, Transportation, and Tribal Cultural Resources)
- Rincon's peer review of the applicant's technical studies will be limited to review for adequacy for compliance with CEQA. City staff will also review the applicant's technical studies
- This scope also assumes that the applicant provided technical reports will include sufficient information and analysis for incorporation into the EIR.
- Rincon will not prepare additional technical studies, with the exception of Air Quality, Greenhouse Gas, and Noise, which Rincon will conduct as part of the Initial Study and the EIR
- Rincon will address no more than one round of consolidated City comments on the Project Description, Initial Study, Findings of Fact, and MMRP and up to two rounds of consolidated City comments on all other deliverables.
- The applicant will provide project plans in PDF and digital format (in a format that can be converted to FIS) and all other information needed to complete the project description
- Rincon will participate in one 1-hour conference calls, plus an assumed 1-hour of preparation for the call, to support consultation if requested during the AB 52 process. No in-person consultation meetings will take place
- Rincon will be responsible for public noticing and payment of filing fees, with the exception of posting notices and documents to the City website
- The scoping hearing will be noticed in the NOP, and separate noticing will not be required.
- The NOP and NOA will not exceed four pages in length
- The City will provide the venue (virtual and/or physical), coordinate the logistics, and provide translation services for all public meetings and hearings
- No hard copies or ADA-compliant documents will be provided
- No substantial changes to the project design will be made between the Draft and Final EIR
- Up to eight comment letters, including two lengthy (over five pages) and/or substantive letters, containing comments on CEQA document will be received on the Draft EIR and can be adequately responded to in a maximum of 100 hours of professional staff time
- Public comments will not require substantial changes to the Draft EIR or new analysis
- County Clerk filing fees will not exceed \$50, California Department of Fish and Wildlife CEQA filing fee will not exceed \$4,250, and newspaper publication fees will not exceed \$650
- Parcel data for the adjacent properties will not exceed \$300
- Rincon's Principal-in-Charge and Project Manager will attend a virtual 1-hour kickoff meeting
- Rincon's Project Manager will attend an in-person scoping hearing
- Rincon's Project Manager and one addition staff person (Principal-in-Charge, Assistant Project Manager, or technical staff) will attend up to eight virtual 1-hour meetings
- Rincon Project Manager will attend two in-person public hearings
- The City will prepare the Staff Report and Resolutions
- The Final EIR will be completed within 12 months.



## Schedule

The anticipated schedule for the environmental review process is outlined below. Rincon anticipates that the Final EIR can be completed for hearings within approximately nine to ten months of notice to proceed.

- **Kickoff Meeting** - Within five working days of receipt of notice to proceed.
- **Project Description** - Rincon will submit the draft project description within two weeks of the project kickoff and receipt of all necessary project information to be provided by the applicant.
- **Peer Review of Applicant-Provided Technical Reports.** Rincon will submit a peer review memorandum within three weeks of City approval of the Project Description.
- **Administrative Draft Initial Study** - Rincon will submit the Administrative Draft Initial Study within four weeks of City approval of the applicant-prepared technical studies.
- **NOP** - Public review of the NOP and Initial Study to commence within two weeks of City approval of the Initial Study.
- **First Administrative Draft EIR** - Rincon will submit the First Administrative Draft EIR within four weeks of the close of the NOP public review period.
- **Second Administrative Draft EIR.** Rincon will submit the Second Administrative Draft EIR within three weeks of receipt of City comments on the First Administrative Draft EIR.
- **Public Review Draft EIR.** Public review of the Draft EIR to commence within three weeks of receipt of City comments on the Second Administrative Draft EIR.
- **First Administrative Final EIR and Response to Comments:** Rincon would submit the First Administrative Final EIR, including responses to public comments on the Draft EIR, to the City for review within 5 weeks of close of the public review period.
- **Second Administrative Final EIR:** Rincon would submit the Second Administrative Final EIR to the City within two weeks of receipt of City comments on the First Administrative Final EIR.
- **Final EIR for Hearings:** Rincon would submit the Final EIR to the City within two weeks of receipt of City comments on the Second Administrative Draft EIR.

The overall schedule is dependent on the number of City reviews of each deliverable and City review times, which are assumed to be one to two weeks for purposes of this proposal. The ability to meet the schedule will depend on the level of public comment, the number of public hearings needed, timely receipt of project information, and City staff's direction on addressing unanticipated issues that may arise during the process. The schedule assumes that the applicant-prepared technical studies are adequate for use in the Initial Study and EIR and that no major revisions will be required.

## Cost

As shown in Table 1 below, the estimated cost for the scope of work outlined above is **\$252,277**. A detailed cost estimate is included as Attachment 1. All work would be invoiced on a time-and-materials basis in accordance with Rincon's standard fee schedule, included as Attachment 2.



**Table 1 Cost Summary**

Task		Labor Budget	Direct Expenses	Estimated Cost
Task 1	Project Initiation and Kickoff	\$1,239	\$0	\$1,239
Task 2	Peer Review	\$31,430	\$0	\$29,064
Task 3	Project Description	\$5,354	\$0	\$5,354
Task 4	Tribal Consultation Assistance	\$5,772	\$35	\$5,807
Task 5	Initial Study	\$17,037	\$0	\$17,037
Task 6	Notice of Preparation and Scoping Hearing	\$5,743	\$2,144	\$7,887
Task 7	Draft EIR	\$91,981	\$1,895	\$93,876
Task 8	Final EIR	\$37,343	\$5,005	\$42,348
Task 9	Findings of Fact and Statement of Overriding Considerations	\$5,595	\$0	\$5,595
Task 10	Meetings and Hearings	\$10,794	\$421	\$11,215
Task 11	Project Management	\$30,490	\$0	\$30,490
<b>Total</b>		<b>\$242,777</b>	<b>\$9,500</b>	<b>\$252,277</b>

Thank you for your consideration and for this opportunity to support your project. This offer for professional services will remain in effect for a period of 60 days from the date of this proposal. If you have any questions regarding this proposal, please contact Nicole West at 805-316-1117 or [nwest@rinconconsultants.com](mailto:nwest@rinconconsultants.com).

Sincerely,  
**Rincon Consultants, Inc.**

  
Nicole West  
Senior Supervising Environmental Planner

  
Matt Maddox  
Principal

**Attachments**

- Attachment 1 Detailed Cost Estimate
- Attachment 2 Standard Fee Schedule



Attachment 1  
 RINCON CONSULTANTS, INC.  
 24-16347 Wildwood Residential Project  
 Cost Estimate

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 1: Project Initiation and Kick-off</b>		5.00	1,239.00	0.00	1,239.00
Principal	307.00	1.00	307.00		
Senior Supervisor Planner II	292.00	2.00	584.00		
Planner II	174.00	2.00	348.00		
<b>Task 2: Peer Review</b>		111.00	31,430.00	0.00	31,430.00
Senior Principal	319.00	4.00	1,276.00		
Director	307.00	7.00	2,149.00		
Principal	307.00	11.00	3,377.00		
Sr. Supervising Archaeologist II	292.00	14.00	4,088.00		
Sr Supervising Environmental Scientist II	292.00	7.00	2,044.00		
Senior Supervisor Planner II	292.00	44.00	12,848.00		
Supervisor Biologist I	272.00	14.00	3,808.00		
Archaeologist III	196.00	7.00	1,372.00		
Planner II	174.00	2.00	348.00		
Production Specialist I	120.00	1.00	120.00		
<b>Task 3 Project Description</b>		27.00	5,354.00	0.00	5,354.00
Principal	307.00	2.00	614.00		
Senior Supervisor Planner II	292.00	4.00	1,168.00		
Planner II	174.00	16.00	2,784.00		
GIS/CADD Specialist II	167.00	4.00	668.00		
Production Specialist I	120.00	1.00	120.00		
<b>Task 4: Tribal Consultation Assistance</b>		26.00	5,772.00	34.80	5,806.80
Principal	307.00	4.00	1,228.00		
Sr. Supervising Archaeologist II	292.00	4.00	1,168.00		
Archaeologist III	196.00	16.00	3,136.00		
Production Specialist I	120.00	2.00	240.00		
Postage, Shipping, Delivery				34.80	
<b>Task 5: Initial Study</b>		83.00	17,037.00	0.00	17,037.00
Principal	307.00	5.00	1,535.00		
Senior Supervisor Planner II	292.00	12.00	3,504.00		
Supervisor Planner I	272.00	2.00	544.00		
Planner III	196.00	20.00	3,920.00		
Planner II	174.00	40.00	6,960.00		
GIS/CADD Specialist II	167.00	2.00	334.00		
Production Specialist I	120.00	2.00	240.00		



RINCON CONSULTANTS, INC.  
 24-16347 Wildwood Residential Project  
 Cost Estimate

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 6: Notice of Preparation and Scoping Hearing</b>		27.00	5,743.00	2,143.60	7,886.60
Principal	307.00	1.00	307.00		
Senior Supervisor Planner II	292.00	10.00	2,920.00		
Planner II	174.00	7.00	1,218.00		
GIS/CADD Specialist II	167.00	5.00	835.00		
Production Specialist I	120.00	3.00	360.00		
Project Assistant	103.00	1.00	103.00		
Filing Fees & Newspaper Notices				754.00	
Photocopies - Black and White				7.50	
Photocopies - Color				155.00	
Postage, Shipping, Delivery				651.75	
Record Search				348.00	
Travel - Mileage				137.35	
Vehicle Day Rate				90.00	
<b>Task 7: Draft EIR</b>		430.00	91,981.00	1,895.28	93,876.28
Principal	307.00	22.00	6,754.00		
Senior Supervisor Planner II	292.00	53.00	15,476.00		
Supervisor Planner I	272.00	24.00	6,528.00		
Senior Planner II	255.00	4.00	1,020.00		
Planner IV	211.00	20.00	4,220.00		
Planner III	196.00	110.00	21,560.00		
Planner II	174.00	169.00	29,406.00		
GIS/CADD Specialist II	167.00	12.00	2,004.00		
Production Specialist I	120.00	15.00	1,800.00		
Project Assistant	103.00	1.00	103.00		
Rate Escalation Allowance	0.00	0.00	3,110.00		
Filing Fees & Newspaper Notices				754.00	
Photocopies - Color				155.00	
Postage, Shipping, Delivery				756.03	
Sound Level Field Monitoring Package				113.00	
Travel - Mileage				117.25	
<b>Task 8: Final EIR</b>		160.00	37,342.50	5,004.75	42,347.25
Principal	307.00	11.50	3,530.50		
Senior Supervisor Planner II	292.00	41.50	12,118.00		
Supervisor Planner I	272.00	16.00	4,352.00		
Planner III	196.00	24.00	4,704.00		
Planner II	174.00	62.00	10,788.00		
Production Specialist I	120.00	4.00	480.00		
Project Assistant	103.00	1.00	103.00		



RINCON CONSULTANTS, INC.  
 24-16347 Wildwood Residential Project  
 Cost Estimate

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Rate Escalation Allowance	0.00	0.00	1,267.00		
Filing Fees & Newspaper Notices				4,988.00	
Travel - Mileage				16.75	
<b>Task 9: Findings of Fact and Statement of Overriding Considerations</b>		19.00	5,595.00	0.00	5,595.00
Principal	307.00	2.00	614.00		
Senior Supervisor Planner II	292.00	16.00	4,672.00		
Production Specialist I	120.00	1.00	120.00		
Rate Escalation Allowance	0.00	0.00	189.00		
<b>Task 10: Meetings and Hearings</b>		36.00	10,794.00	421.20	11,215.20
Principal	307.00	4.00	1,228.00		
Senior Supervisor Planner II	292.00	28.00	8,176.00		
Senior Planner II	255.00	4.00	1,020.00		
Rate Escalation Allowance	0.00	0.00	370.00		
Travel - Mileage				241.20	
Vehicle Day Rate				180.00	
<b>Task 11: Project Management</b>		116.00	30,490.00	0.00	30,490.00
Principal	307.00	8.00	2,456.00		
Senior Supervisor Planner II	292.00	80.00	23,360.00		
Planner II	174.00	16.00	2,784.00		
Admin Assistant/Billing Specialist	107.00	12.00	1,284.00		
Rate Escalation Allowance	0.00	0.00	606.00		
<b>Project Total</b>		<b>1,040.00</b>	<b>242,777.50</b>	<b>9,499.63</b>	<b>252,277.13</b>

Direct Expenses Summary	Amount
Filing Fees & Newspaper Notices	6,496.00
Photocopies - Black and White	7.50
Photocopies - Color	310.00
Postage, Shipping, Delivery	1,442.58
Record Search	348.00
Sound Level Field Monitoring Package	113.00
Travel - Mileage	512.55
Vehicle Day Rate	270.00
<b>Direct Expenses Subtotal</b>	<b>9,499.63</b>



## Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2024 – December 31, 2024
Senior Principal	\$319
Principal	\$307
Director	\$307
Senior Supervisor II	\$292
Supervisor I	\$272
Senior Professional II	\$255
Senior Professional I	\$238
Professional IV	\$211
Professional III	\$196
Professional II	\$174
Professional I	\$155
Associate III	\$130
Associate II	\$117
Associate I	\$109
Field Technician	\$94
Data Solutions Architect	\$196
Senior GIS Specialist	\$187
GIS/CADD Specialist II	\$167
GIS/CADD Specialist I	\$150
Technical Editor	\$147
Project Accountant	\$125
Billing Specialist	\$107
Publishing Specialist	\$120
Clerical	\$107

\* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

## Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11” by 17”	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

\* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

**Direct Costs.** Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

**Annual Escalation.** Standard rates subject to 3.5% annual escalation, on January 1.

**Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.



Equipment	Rate
<b>Environmental Site Assessment</b>	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
<b>Natural Resources Field Equipment</b>	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
<b>Water and Marine Resources Equipment</b>	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
<b>Field Equipment Packages</b>	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
<b>Insurance, Hazard, and Fees</b>	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

## EXHIBIT B

### 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 a City approved 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 and in the aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the 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.

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, or a City approved equivalent. 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 Consultant 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. Consultant's general liability policy shall not 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, reasonable modification and reasonable 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 days notice to City of any cancellation of coverage by the carrier.
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 require 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 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. 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. Consultant shall be responsible for paying any deductibles or self-insured retentions on its policies.
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 between itself and its sub-consultants 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.
22. 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.



# CITY OF SOLVANG

## Applicant/Interested Party Campaign Contribution Disclosure Form

1644 Oak Street | Solvang, CA 93463 | [www.cityofsolvang.com](http://www.cityofsolvang.com) | (805) 688-5575

### APPLICANT/INTERESTED PARTY INFORMATION

Applicant Name: **Rincon Consultants, Inc.**

Phone: **805-644-4455**

Email (required): **info@rinconconsultants.com**

Representative/Agent: **Matt Maddox**

Phone: **916-706-1374**

Email: **mmaddox@rinconconsultants.com**

Mailing Address: **180 N. Ashwood Avenue**

City: **Ventura**

State: **CA**

Zip: **93003**

Website: **<https://www.rinconconsultants.com/>**

Name and subject matter of applicant's proceeding:

### CONTRIBUTION DISCLOSURE (GOVERNMENT CODE SECTION 84308)

*Please list all contributions in excess of \$250 (either as a single payment or in aggregate) made within the past 12 months to officers of the agency involved in the above-mentioned proceeding by any parties (applicants) or their agents or representatives, including corporations, limited liability companies (LLCs), or other business entities and principals thereof, that are affiliated with the above-referenced proceeding. You may attach additional pages as necessary to list contributions made to involved agency officers and provide additional information about the contributor's relationship with the recipient.*

Contributor Name:

Date of Contribution

Recipient Office/Candidate

Contribution Amount (\$):

Refund: Yes or No; Date of Refund.

By checking this box I certify that I have not given any contributions consistent with Government Code Section 84308

### ACKNOWLEDGEMENT

This form must be updated after each contribution, and no less than 45 days before any agency consideration regarding the above-referenced application. Completion of this form does not waive or in any way impact a party's obligation to disclose such contributions over \$250 on the record of the proceeding pursuant to Government Code section 84308(e).

**I declare under penalty of perjury that the information which has been included in this Disclosure Form is true and correct:**

Signature:

Date: 12/16/2024

Print Name: Matt Maddox

### OFFICIAL USE ONLY

File/Project No:

Date Received:



**AGENDA ITEM 8.a**

Meeting Date: February 10, 2025

**SUBJECT:** Discussion and possible action to approve mid-year budget adjustments for fiscal year 2024/2025.

**PREPARED BY:** Wendy Berry, Administrative Service Director

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**DISCUSSION:** In order to maintain accuracy of the budget and update the City’s financial plan, it is important to review and revise it periodically (i.e., every six months) to ensure the budget reflects current revenues received and operating costs and trends. The purpose of this agenda item is to provide an opportunity for the City Council to review, approve, and/or make changes to staff’s recommended mid-year budget adjustments for Fiscal Year (FY) 2024/2025.

The FY 2024/2025 proposed mid-year budget adjustments reflect: revenue projections and operating budgets adjustments.

The information below illustrates the net ongoing or one-time fiscal impact for each category, where negative amounts reflect additional costs or reduced revenues, and positive amounts reflect reduced costs or additional revenues.

**Revenue Projections:**

The following budget adjustments reflect updated revenue projections. Revenue estimates are on the conservative level to ensure financial stability and mitigate shortfalls. Staff projected the City would receive \$4,753,000 in TOT revenue and through November TOT revenue collected is \$3,137,638 which does not include December TOT not yet received.

Interest earned income comes from the City’s investments. The Interest income earned projected in all funds has exceeded the estimates. In General Fund alone, interest income was projected at \$450,000 and as of December 31, the General Fund has received \$414,232. It is important to note that the industry suggests the interest rates will drop slightly over the next 6 months.

**General Fund (100) – Revenue and Expenditure Adjustments**

Council

- Increase in variable sheriff contract fees (\$71,423)

Administration

- Increase in Interest income from investments \$340,000.
- Increase in TOT revenue \$1,000,000.
- Increase in employee screening from continued hiring (\$7,000).

Planning

- Increase in legal fees – General Plan, Zoning Code and Wildwood (\$300,000).

Recreation

- Increase water and sewer fees for parks (\$40,000).

Public Works – Engineering

- Increase in vehicle fuel (\$2,000).

### Public Works – Maintenance

- Increase in Supplies higher than anticipated (\$5,000).
- Increase in vehicle fuel (\$3,000)

### Public Works – Vets Hall

- Increase in utility costs from increase in rates and Senior Center usage (\$7,000)
- Increase water/sewer charges (\$10,000)

### Public Works – Parks, Parking Lots and Restrooms

- Increase in supplies due to increase in tourism (\$23,000)
- Increase in utility costs for increased usage (\$8,000)
- Increase in supplies from vandalism in bathrooms (\$10,000)

<b>Fund</b>	<b>Department</b>	<b>Total</b>
General Fund	Council	(\$71,423)
General Fund	Administration	\$1,173,000
General Fund	Planning	(\$300,000)
General Fund	Recreation	(\$40,000)
General Fund	Public Works	(\$68,000)
<b>Net General Fund</b>		<b>\$693,577</b>

## **Measure U (207) – Revenue and Expense adjustments**

### Measure U

- Increase in Interest income from Investing \$34,000
- Increase in electrical work for Solvang Park Julefest lighting (\$150,000)

<b>Fund</b>	<b>Department</b>	<b>Total</b>
Net Measure U	General	(\$116,000)

## **Water Fund (500) – Revenue and Expenditure adjustments**

### Water

- Increase in Interest income from Investing \$119,000.
- Increase in studies for cross connection (\$96,821).
- Increase in repairs and maintenance, water leaks, flow sensor and recalibration of flow meters (\$61,000).
- Increase in electrical charges for pumping (100,000).

<b>Fund</b>	<b>Total</b>
Net Water	(\$138,821)

## **Wastewater Fund (501) – Revenue and Expenditure adjustments**

### Sewer

- Increase in IT expenses (\$5,000)

Wastewater

- Increase in interest income from investments \$51,000
- Increase in more OT than anticipated (\$8,000)
- Increase in credit card processing fees. (\$6,000)

<b>Fund</b>	<b>Total</b>
Net Wastewater	\$32,000

**Transit (502) – Revenue and Expenditure adjustments**

- Increase in Interest Income \$25,500
- Lease payments (\$20,000)

<b>Fund</b>	<b>Total</b>
Net Transit	\$5,500

**Impact Fees (200) – Revenue adjustments**

- Increase in Interest Income \$29,750

**Traffic Safety (201) – Revenue adjustments**

- Increase in Interest Income \$212.50

**Gas Tax (202) – Revenue and Expenditure adjustments**

- Increase in Interest Income \$10,200
- Alisal Road Bridge Study (\$23,323)

<b>Fund</b>	<b>Total</b>
Net Gas Tax	(\$13,323)

**Local transportation (203) – Revenue adjustments**

- Increase in Interest Income \$8,500

**Measure A (204) – Revenue adjustments**

- Increase in Interest Income \$29,750

**Skytt Mesa (205) – Revenue adjustments**

- Increase in Interest Income \$8,500

**Vehicle Pool (600) – Revenue adjustments**

- Increase in Interest Income \$21,250

If City Council approves the listed budget adjustments, the change to the fund balances are listed below:

FUND	General Fund		Measure U		Water	
	100		207		500	
<b>Unrestricted Fund Balance as of 6/30/24</b>	\$	<b>13,229,896</b>	\$	<b>2,535,097</b>	\$	<b>8,303,826</b>
<b>FY 24-25 (Adopted)</b>						
+Revenues	\$	10,932,272.00	\$	1,780,000.00	\$	5,994,222.00
-Expenditures	\$	10,620,348.87	\$	2,700,000.00	\$	5,711,007.05
<b>Capital Expenses</b>	\$	<b>1,067,100.44</b>			\$	<b>3,710,260.61</b>
<b>Projected Fund Balance as of 6/30/25</b>	\$	<b>12,474,718.77</b>	\$	<b>1,615,096.92</b>	\$	<b>4,876,780.34</b>
<b>Budget Adjustments</b>	\$	693,577.00	\$	(116,000.00)	\$	(138,821.00)
<b>Updated Fund Balance as of 6/30/25</b>	\$	<b>13,168,295.77</b>	\$	<b>1,499,096.92</b>	\$	<b>4,737,959.34</b>

FUND	Wastewater		Transit		Gov't. Impact Fees	
	501		502		200	
<b>Unrestricted Fund Balance as of 6/30/24</b>	\$	<b>1,978,827</b>	\$	<b>1,727,711</b>	\$	<b>1,664,759</b>
<b>FY 24-25 (Adopted)</b>						
+Revenues	\$	2,886,923.00	\$	2,238,303.00	\$	58,595.00
-Expenditures	\$	2,839,778.00	\$	1,312,181.00	\$	10,000.00
<b>Capital Expenses</b>	\$	<b>2,029,667.90</b>	\$	<b>1,802,000.00</b>		
<b>Projected Fund Balance as of 6/30/25</b>	\$	<b>(3,695.90)</b>	\$	<b>851,833.00</b>	\$	<b>1,713,354.00</b>
<b>Budget Adjustments</b>	\$	32,000.00	\$	5,500.00	\$	29,750.00
<b>Updated Fund Balance as of 6/30/25</b>	\$	<b>28,304.10</b>	\$	<b>857,333.00</b>	\$	<b>1,743,104.00</b>

FUND	Traffic Safety		Gas Tax		Local Transportation	
	201		202		203	
<b>Unrestricted Fund Balance as of 6/30/24</b>	\$	<b>5,044</b>	\$	<b>236,391</b>	\$	<b>499,577</b>
<b>FY 24-25 (Adopted)</b>						
+Revenues	\$	5,050.00	\$	321,968.00	\$	98,663.00
-Expenditures	\$	5,050.00	\$	118,122.00	\$	35,000.00
<b>Capital Expenses</b>			\$	<b>372,626.67</b>		
<b>Projected Fund Balance as of 6/30/25</b>	\$	<b>5,044.00</b>	\$	<b>67,610.33</b>	\$	<b>563,240.00</b>
<b>Budget Adjustments</b>	\$	212.50	\$	(13,123.20)	\$	8,500.00
<b>Updated Fund Balance as of 6/30/25</b>	\$	<b>5,256.50</b>	\$	<b>54,487.13</b>	\$	<b>571,740.00</b>

FUND	Measure A		Skytt Mesa		Vehicle Equipment Pool	
	204		205		600	
<b>Unrestricted Fund Balance as of 6/30/24</b>	<b>\$</b>	<b>1,525,242</b>	<b>\$</b>	<b>507,545</b>	<b>\$</b>	<b>1,242,437</b>
<b>FY 24-25 (Adopted)</b>						
+Revenues	\$	520,374.00	\$	228,524.00	\$	193,169.00
-Expenditures	\$	123,000.00	\$	234,780.00	\$	57,000.00
<b>Capital Expenses</b>	<b>\$</b>	<b>913,300.56</b>				
<b>Projected Fund Balance as of 6/30/25</b>	<b>\$</b>	<b>1,009,315.29</b>	<b>\$</b>	<b>501,289.00</b>	<b>\$</b>	<b>1,378,606.00</b>
<b>Budget Adjustments</b>	<b>\$</b>	<b>29,750.00</b>	<b>\$</b>	<b>8,500.00</b>	<b>\$</b>	<b>21,250.00</b>
<b>Updated Fund Balance as of 6/30/25</b>	<b>\$</b>	<b>1,039,065.29</b>	<b>\$</b>	<b>509,789.00</b>	<b>\$</b>	<b>1,399,856.00</b>

**Proposed Budget Amendments Net Change:**

Net Total Budget Adjustments By Fund

Fund	Total
General Fund	\$693,577
Measure U	(\$116,000)
Water	(\$138,821)
Wastewater	\$32,000
Transit	\$5,500
Impact Fees	\$29,750
Traffic safety	\$212.50
Gas Tax	(\$13,123)
Local Transportation	\$8,500
Measure A	\$29,750
Skytt Mesa	\$8,500
Vehicle Pool	\$21,250

**ALTERNATIVES:**

The City Council could recommend amendments to the proposed budget adjustments.

**FISCAL IMPACT:**

If all the proposed budget adjustments are approved, at the end of FY 24/25 the General Fund's unassigned fund balance is projected to be \$13,168,296, Measure U \$1,499,097, Water \$4,737,959, Wastewater \$28,304, Transit \$857,333, Impact Fee \$1,743,104, Traffic Safety \$525,650, Gas Tax \$54,487, Local Transportation \$571,740, Measure A \$1,039,065, Skytt Mesa \$509,789 and Vehicle Pool \$1,399,856.

**ATTACHMENTS:**

- A. Budget Adjustment #25-02 thru 25-14
- B. Transient Occupancy Tax



**City of Solvang  
Budget Adjustment Request**

Agenda Item	MO/YR	Number
8.a	2/10/25	25-02

**Fund:** 100 General Fund

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Tot Revenue	100	1100	120	30001	TOT Revenue	4,753,000		1,000,000	5,753,000
Increase	Interest Income	100	1100	120	42001	Interest income	450,000		340,000	790,000
							\$ 5,203,000	\$ -	\$ 1,340,000	\$ 6,543,000

**Total Revenues Increase (Decrease) \$ 1,340,000**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Law Enforcement Contract	100	1000	130	56006	Law Enforcement Contract	1,493,503		71,423	1,564,926
Increase	Employee Screening	100	1100	120	51010	Employee Screening	40		7,000	7,040
Increase	Legal Fees	100	1100	120	57012	Legal Fees - South Coast Prop	250,000		160,000	410,000
Increase	Legal Fees	100	1200	200	57012	Legal Fees -Zoning, Gen Plan ,	54,000		300,000	354,000
Increase	Water and Sewer Charges	100	1300	310	55002	Water and Sewer Charges - HCA	33,000		15,000	48,000
Increase	Water and Sewer Charges	100	1300	320	55002	Water and Sewer Charges - Sol Park	26,000		10,000	36,000
Increase	Water and Sewer Charges	100	1300	330	55002	Water and Sewer Charges - Sunny Fields	25,000		15,000	40,000
							\$ 1,881,543	\$ -	\$ 578,423	\$ 2,459,966

**Total Expense Increase (Decrease) \$ 578,423**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

<b>Agenda Item</b>	<b>MO/YR</b>	<b>Number</b>
<b>8.a 2/10/25</b>		<b>25-03</b>

**Fund:** 100 General Fund

### Revenue Adjustments

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
										0
										0
							\$ -	\$ -	\$ -	\$ -

**Total Revenues Increase (Decrease) \$ -**

### Expense Adjustments

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Vehicle Fuel	100	1600	600	52015	Vehicle Fuel - Eng	1,700		2,000	3,700
Increase	Supplies	100	1600	605	52003	Supplies-PW Mtn	800		5,000	5,800
Increase	Vehicle Fuel	100	1600	605	52015	Vehicle Fuel - PW Mtn	1,600		3,000	4,600
Increase	Utilities	100	1600	610	55001	Utilities - Vets Hall	15,000		7,000	22,000
Increase	Water and Sewer Charges	100	1600	610	55002	Water/Sewer Charges Vets Hall	16,000		10,000	26,000
Increase	Supplies	100	1600	670	52003	Supplies-RR1	15,000		10,000	25,000
Increase	Supplies	100	1600	620	52003	Supplies -	3,000		3,000	6,000
Increase	Utilities	100	1600	670	55001	Utilities - RR1	7,500		5,000	12,500
							\$ 60,600	\$ -	\$ 45,000	\$ 105,600

**Total Expense Increase (Decrease) \$ 45,000**

### EXPLANATION:

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



**City of Solvang  
Budget Adjustment Request**

<b>Agenda Item</b>	<b>MO/YR</b>	<b>Number</b>
<b>8.a 2/10/25</b>		<b>25-04</b>

**Fund:** 100 General Fund

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
										0
										0
							\$ -	\$ -	\$ -	\$ -

**Total Revenues Increase (Decrease) \$ -**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Supplies	100	1600	680	52003	Supplies - RR3	14,000		10,000	24,000
Increase	Repair Mtn	100	1600	680	53003	Repair Mtn - RR3	3,000		10,000	13,000
Increase	Utilities	100	1600	680	55001	Utilities - RR3	1,000		3,000	4,000
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ 18,000	\$ -	\$ 23,000	\$ 41,000

**Total Expense Increase (Decrease) \$ 23,000**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

Agenda Item	MO/YR	Number
<b>8.a 2/10/25</b>		<b>25-05</b>

**Fund:** 207 Measure U

### Revenue Adjustments

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	207	2700	807	42001	Interest Income	30,000		34,000	64,000
										0
							\$ 30,000	\$ -	\$ 34,000	\$ 64,000

**Total Revenues Increase (Decrease) \$ 34,000**

### Expense Adjustments

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Public Spaces	207	2700	807	70985	Public Spaces - Sol Prk Lighting	115,000		150,000	265,000
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ 115,000	\$ -	\$ 150,000	\$ 265,000

**Total Expense Increase (Decrease) \$ 150,000**

### EXPLANATION:

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

<b>Agenda Item</b>	<b>MO/YR</b>	<b>Number</b>
<b>8.a 2/10/25</b>		<b>25-06</b>

**Fund:** 500 Water Fund

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	500	5100	501	42001	Interest Income	112,000		119,000	231,000
										0
							\$ 112,000	\$ -	\$ 119,000	\$ 231,000

**Total Revenues Increase (Decrease) \$ 119,000**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Studies	500	5100	501	57024	Water Studies	22,068		96,821	118,889
Increase	Repairs & Maintenance	500	5100	501	53003	Repairs & Maintenance	160,000		61,000	221,000
Increase	Power for Pumping	500	5100	501	55005	Power for Pumping	154,500		100,000	254,500
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ 336,568	\$ -	\$ 257,821	\$ 594,389

**Total Expense Increase (Decrease) \$ 257,821**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



**City of Solvang  
Budget Adjustment Request**

<b>Agenda Item</b>	<b>MO/YR</b>	<b>Number</b>
<b>8.a 2/10/25</b>		<b>25-07</b>

**Fund:** 501 Wastewater Fund

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	501	5300	503	42001	Interest Income	65,000		51,000	116,000
										0
							\$ 65,000	\$ -	\$ 51,000	\$ 116,000

**Total Revenues Increase (Decrease) \$ 51,000**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	IT expenses	501	5200	502	57064	IT Expenses-Sewer	19,307		5,000	24,307
Increase	Overtime	501	5300	503	51035	Overtime	12,109		8,000	20,109
Increase	Credit Card Processing fees	501	5300	503	62003	Credit Card Fees	10,000		6,000	16,000
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ 41,416	\$ -	\$ 19,000	\$ 60,416

**Total Expense Increase (Decrease) \$ 19,000**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

Agenda Item	MO/YR	Number
<b>8.a</b>	<b>2/10/25</b>	<b>25-08</b>

**Fund:** 502 Transit

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	502	5000	850	42001	Interest Income	31,000		25,500	56,500
										0
							\$ 31,000	\$ -	\$ 25,500	\$ 56,500

**Total Revenues Increase (Decrease) \$ 25,500**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Lease Payments	502	5000	850	57011	Lease Payments	18,000		20,000	38,000
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ 18,000	\$ -	\$ 20,000	\$ 38,000

**Total Expense Increase (Decrease) \$ 20,000**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

Agenda Item	MO/YR	Number
<b>8.a 2/10/25</b>		<b>25-09</b>

**Fund:** 200 Impact Fees

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	200	2600	000	42001	Interest Income	38,424		29,750	68,174
										0
							\$ 38,424	\$ -	\$ 29,750	\$ 68,174

**Total Revenues Increase (Decrease) \$ 29,750**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ -	\$ -	\$ -	\$ -

**Total Expense Increase (Decrease) \$ -**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

Agenda Item	MO/YR	Number
<b>8.a 2/10/25</b>		<b>25-10</b>

**Fund:** 201 Traffic Safety \_\_\_\_\_

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	201	2000	8000	42001	Interest Income	50		213	263
										0
							\$ 50	\$ -	\$ 213	\$ 263

**Total Revenues Increase (Decrease) \$ 213**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ -	\$ -	\$ -	\$ -

**Total Expense Increase (Decrease) \$ -**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



**City of Solvang  
Budget Adjustment Request**

<b>Agenda Item</b>	<b>MO/YR</b>	<b>Number</b>
<b>8.a 2/10/25</b>		<b>25-11</b>

**Fund:** 202 Gas Tax

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	202	2100	801	42001	Interest Income	3,950		10,200	14,150
										0
							\$ 3,950	\$ -	\$ 10,200	\$ 14,150

**Total Revenues Increase (Decrease) \$ 10,200**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Bengal Eng.	202	2100	810	70105	RMRA Projects	0		23,323	23,323
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ -	\$ -	\$ 23,323	\$ 23,323

**Total Expense Increase (Decrease) \$ 23,323**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

Agenda Item	MO/YR	Number
<b>8.a 2/10/25</b>		<b>25-12</b>

**Fund:** 203 Local Transportation

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	203	2200	802	42001	Interest Income	12,522		8,500	21,022
										0
							\$ 12,522	\$ -	\$ 8,500	\$ 21,022

**Total Revenues Increase (Decrease) \$ 8,500**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ -	\$ -	\$ -	\$ -

**Total Expense Increase (Decrease) \$ -**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

Agenda Item	MO/YR	Number
<b>8.a 2/10/25</b>		<b>25-13</b>

**Fund:** 204 Measure A

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	204	2500	803	42001	Interest Income	30,000		29,750	59,750
										0
							\$ 30,000	\$ -	\$ 29,750	\$ 59,750

**Total Revenues Increase (Decrease) \$ 29,750**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ -	\$ -	\$ -	\$ -

**Total Expense Increase (Decrease) \$ -**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

<b>Agenda Item</b>	<b>MO/YR</b>	<b>Number</b>
<b>8.a 2/10/25</b>		<b>25-14</b>

**Fund:** 205 Skytt Mesa

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	205	3500	804	42001	Interest Income	9,500		8,500	18,000
										0
							\$ 9,500	\$ -	\$ 8,500	\$ 18,000

**Total Revenues Increase (Decrease) \$ 8,500**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ -	\$ -	\$ -	\$ -

**Total Expense Increase (Decrease) \$ -**

**EXPLANATION:**

Mid-Year Budget adjustments

Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date



## City of Solvang Budget Adjustment Request

Agenda Item	MO/YR	Number
<b>8.a 2/10/25</b>		<b>25-15</b>

**Fund:** 600 Vehicle Pool

**Revenue Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase	Interest Income	600	3000	000	42001	Interest Income	30,000		21,250	51,250
										0
							\$ 30,000	\$ -	\$ 21,250	\$ 51,250

**Total Revenues Increase (Decrease) \$ 21,250**

**Expense Adjustments**

Decrease/ Increase	Account/ Project Name	Fund	Dept	Prog.	Object	Description	Current Budget	AMOUNT		Revised Budget
								Decrease	Increase	
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
Increase										0
							\$ -	\$ -	\$ -	\$ -

**Total Expense Increase (Decrease) \$ -**

**EXPLANATION:**

Mid-Year Budget adjustments

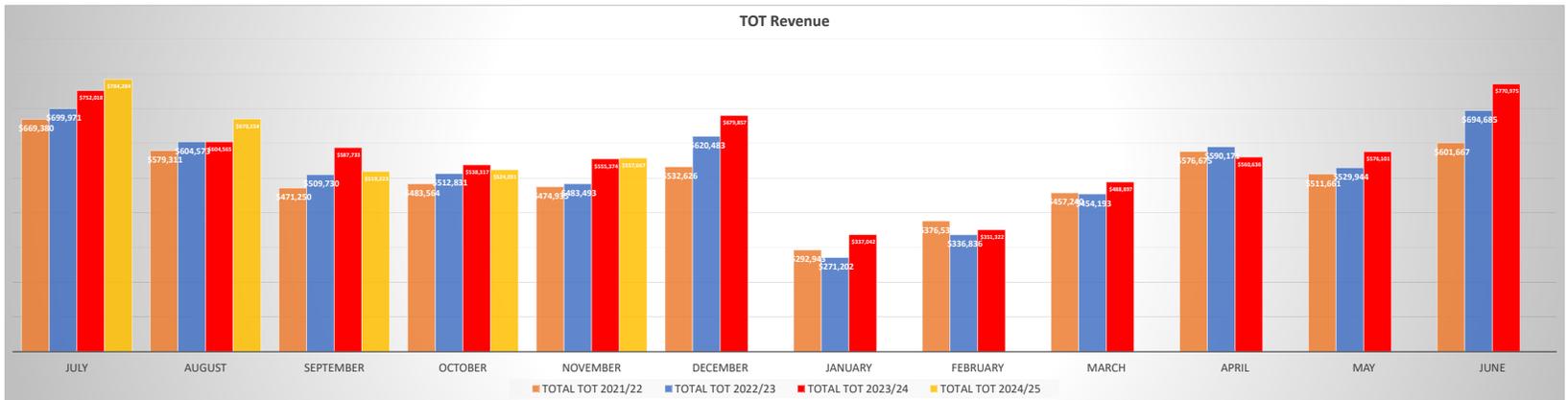
Prepared By: Wendy Berry	Date: 2-10-25
City Manager:	Date
City Council Approved:	Date: 2-10-25
Posted by: Jason Banta	Date

As of: 1/25/2025



**CITY OF SOLVANG**  
 Transient Occupancy Tax 2024-25

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	YTD TOTAL
<b>TOTAL TOT 2024/25</b>	<b>\$ 784,284</b>	<b>\$ 670,154</b>	<b>\$ 519,223</b>	<b>\$ 524,031</b>	<b>\$ 557,667</b>								<b>\$ 3,055,358</b>
<b>OCCUPANCY % 2024/25</b>	<b>83%</b>	<b>73%</b>	<b>65%</b>	<b>68%</b>	<b>66%</b>								<b>71%</b>
<b>TOTAL TOT 2023/24</b>	<b>\$ 752,018</b>	<b>\$ 604,565</b>	<b>\$ 587,733</b>	<b>\$ 538,317</b>	<b>\$ 555,374</b>	<b>\$ 679,857</b>	<b>\$ 337,042</b>	<b>\$ 351,322</b>	<b>\$ 488,897</b>	<b>\$ 560,636</b>	<b>\$ 576,101</b>	<b>\$ 770,975</b>	<b>\$ 6,802,836</b>
<b>OCCUPANCY % 2023/24</b>	<b>85%</b>	<b>72%</b>	<b>72%</b>	<b>70%</b>	<b>68%</b>	<b>76%</b>	<b>56%</b>	<b>54%</b>	<b>67%</b>	<b>72%</b>	<b>68%</b>	<b>80%</b>	<b>69%</b>
<b>TOTAL TOT 2022/23</b>	<b>\$ 699,971</b>	<b>\$ 604,573</b>	<b>\$ 509,730</b>	<b>\$ 512,831</b>	<b>\$ 483,493</b>	<b>\$ 620,483</b>	<b>\$ 271,202</b>	<b>\$ 336,836</b>	<b>\$ 454,193</b>	<b>\$ 590,171</b>	<b>\$ 529,944</b>	<b>\$ 694,685</b>	<b>\$ 6,308,112</b>
<b>OCCUPANCY % 2022/23</b>	<b>88%</b>	<b>80%</b>	<b>75%</b>	<b>73%</b>	<b>71%</b>	<b>80%</b>	<b>50%</b>	<b>63%</b>	<b>70%</b>	<b>81%</b>	<b>71%</b>	<b>0%</b>	<b>67%</b>
<b>TOTAL TOT 2021/22</b>	<b>\$ 669,380</b>	<b>\$ 579,311</b>	<b>\$ 471,250</b>	<b>\$ 483,564</b>	<b>\$ 474,935</b>	<b>\$ 532,626</b>	<b>\$ 292,943</b>	<b>\$ 376,530</b>	<b>\$ 457,240</b>	<b>\$ 576,675</b>	<b>\$ 511,661</b>	<b>\$ 601,667</b>	<b>\$ 6,027,781</b>
<b>OCCUPANCY % 2021/22</b>	<b>90%</b>	<b>83%</b>	<b>81%</b>	<b>77%</b>	<b>75%</b>	<b>77%</b>	<b>54%</b>	<b>68%</b>	<b>75%</b>	<b>85%</b>	<b>75%</b>	<b>84%</b>	<b>77%</b>



Fiscal Year	TOT Received	Percent Change from Previous Year
2006/07	\$ 2,408,153	9.6%
2007/08	\$ 2,418,395	0.4%
2008/09	\$ 2,235,432	-7.6%
2009/10	\$ 2,354,931	5.3%
2010/11	\$ 2,508,468	6.5%
2011/12	\$ 2,682,707	6.9%
2012/13	\$ 2,982,078	11.2%
2013/14	\$ 3,447,513	15.6%
2014/15	\$ 3,830,232	11.1%
2015/16	\$ 4,185,451	9.3%
2016/17	\$ 4,330,071	3.5%
2017/18	\$ 4,320,292	-0.2%
2018/19	\$ 4,540,786	5.1%
2019/20	\$ 3,374,073	-25.7%
2020/21	\$ 4,089,029	21.2%
2021/22	\$ 6,027,219	47.4%
2022/23	\$ 6,308,112	4.7%
2023/24	\$ 6,802,836	7.0%
<b>2024/25</b>	<b>\$ 3,055,358</b>	<b>-55.1%</b>

FY 2024/25	
Budgeted TOT	\$ 4,753,000
Receipts YTD	\$ 3,055,358
	<b>64.28% of budgeted revenue</b>
	<b>41.67% of fiscal year elapsed</b>



**AGENDA ITEM 8.b**

Meeting Date: February 10, 2025

**SUBJECT:** Approve the Agreement with Melton Design Group (MDG) for the Parks and Recreation Master Plan in the amount of \$210,825 with a 10% contingency of \$21,085, for a total amount not to exceed \$231,910 for the term February 10, 2025 – December 31, 2026 and authorize the Mayor to execute on behalf of the City, and Approve any Necessary Budget Adjustments.

**PREPARED BY:** Jenny McClurg, Parks and Recreation Director

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**DISCUSSION:**

As part of the competitive procurement process, the City of Solvang solicited proposals for the Parks and Recreation Master Plan and seven proposals were received by the submission deadline. The proposals were reviewed based on the following key evaluation criteria:

1. Price
2. Qualifications and Experience
3. Proposed Services
4. Resources

A comprehensive evaluation was conducted by the selection committee, which included representatives from relevant departments within the City. The following firms submitted proposals.

Melton Design Group: \$210,825  
Bluepoint Planning: \$173,133  
KTUA: \$258,316  
Berry Dunn: \$199,071  
Gates + Associates: \$375,981  
Conservation Technix: \$134,120  
SWA: \$84,468

The evaluation process was conducted using a scoring system, with each proposal being assessed against the aforementioned criteria. The top three firms listed above were then narrowed down to interview with staff.

After careful consideration, it is the conclusion of the selection committee that Melton Design Group's (MDG) proposal offers the best value to the City in terms of price, expertise, offerings and ability to deliver the required services. Attributes that set MDG apart from competitors: their local office in Santa Barbara and the inclusion of an economic assessment in their scope of work. Given their strong qualifications, relevant experience, and successful past collaboration with municipalities in California, MDG is well-positioned to execute the project efficiently.

**ALTERNATIVES:**

Council could select another firm

**FISCAL IMPACT:**

Although the cost is more than originally anticipated, this project was included in the Measure U budget.

**ATTACHMENTS:**

- A. Master Plan Contract
- B. Campaign Disclosure



## CITY OF SOLVANG PROFESSIONAL SERVICES AGREEMENT

**PARTIES AND DATE.** This Agreement is made and entered into **this 10th day of February, 2025** (“Effective Date”) by and between the **CITY OF SOLVANG**, a Municipal Corporation and Charter City organized under the Constitution and laws of the State of California with its principal place of business at 1644 Oak Street, Solvang, CA 93463 (“City”) and **MELTON DESIGN GROUP**, a California Corporation with its principal place of business at 820 Broadway Street, Chico, CA 95928 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement. The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

### **1.0 GENERAL PROVISIONS**

1.01 **Term:** This agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

1.02 **Services :** Consultant shall perform the **scope of work (tasks)** described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the **project schedule** which is also set forth in **Exhibit A**.

Consultant shall determine the method, details and means of performing the above-referenced services.

Consultant may, at their own expense, employ such assistants and subconsultants, as Consultant deems necessary to perform the services required of Consultant by this agreement. However, Consultant may not assign this agreement to any other person or entity in the performance of required project-related services, and the City may not control, direct or supervise Consultant’s assistants or employees in the performance of those services.

1.03 **Standard of Performance:** Consultant’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions. Whenever the scope of work requires or permits approval by the City, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant or its subcontractors. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

1.04 **Compensation:** In consideration for the services to be performed by Consultant, City agrees to pay Consultant monetary consideration for professional services in accordance with the **fee schedule** set forth in **Exhibit A**. The parties agree that total compensation for fees and costs for the services detailed in **Exhibit A** in the amount of **\$210,825** with a 10% contingency of **\$21,085**, for a total amount not to exceed **\$231,910** unless and until this Agreement is amended as provided herein.

1.05 **Billing/Payment Terms.** All charges for Consultant's services and authorized related reimbursable expenses shall be billed monthly, and all undisputed charges will be paid by City within 30 (thirty) days of receipt. The bills shall list all tasks under this Agreement, the task budget, project total budget, percentage completed for each task for that month, associated percentage billing against each task, and total billing for that month. In the event the Agreement is based on time & materials billing up to a not-to-exceed amount, the bill shall itemize by date all services and expenses provided during the invoice period (under this Agreement) including a brief description of the nature of work performed, the person or vendor performing them, the applicable billing rate, and the time expended. All Consultant service invoices must be approved by the City Manager prior to payment.

## 2.0 OBLIGATIONS OF CONTRACTOR

2.01 **Contract Management and Service Performance:** Principal shall serve as the project manager and will personally prepare, or direct and supervise the preparation of, all work product called for by this agreement. Consultant represents that it has the qualifications, experience and facilities to properly perform all services hereunder in a thorough, competent, timely, and professional manner and shall, at all times during the term of this Agreement, have in full force and effect all licenses required of it by law. Consultant agrees to devote the hours and the human resources necessary to timely perform the services set forth in this agreement in an efficient, professional, and effective manner.

### 2.02 **Avoidance of Conflict of Interest.**

(a) Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business or interfere with the timely performance and completion of Consultant's services under this Agreement.

(b) Consultant shall comply with all conflict of interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the City pursuant to this Agreement may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant to notify the City of any staff changes relating to this Agreement.

(c) In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of the Consultant unless as indicated in Subsection (d), will be performing a very limited and closely supervised function, and therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection (d). \_\_\_\_\_ (*Initials*).

(d) In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally for the purpose of influencing a governmental decision. As a result, the following persons shall be subject to the City's Conflict of Interest Code.

\_\_\_\_\_None\_\_\_\_\_

2.03 **Tools and Instrumentalities:** Consultant shall provide all tools and instrumentalities to perform the services under this agreement.

2.04 **Workers' Compensation and Other Employee Benefits**: City and Consultant intend and agree that Consultant is an independent contractor of City and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other City-sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify City for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

2.05 **Indemnification**

(a) **Non-design, non-construction Professional Services**: To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) **Non-design, construction Professional Services**: To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph (a). To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) **Design Professional Services**: In the event Consultant is a "design professional", and the Scope of Services require Consultant to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs (a) or (b). To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Consultant, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Consultant shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Consultant unless adequately corrected by Consultant. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of

this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to Consultant under this paragraph exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.

(d) Payment by City is not a condition precedent to enforcement of the indemnities in paragraph (a), (b), or (c). In the event of any dispute between Consultant and City, as to whether liability arises from the active negligence, sole negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. The provisions of this Section 2.05 shall survive completion of Consultant's services or the termination of this Agreement.

2.06 **Insurance**: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement.

2.07 **Campaign Contribution Disclosure**: Pursuant to Government Code Section 84308, any party to a City proceeding (which includes, but is not limited to, all contracts with the City, other than competitively bid, labor, or personal employment contracts) must disclose on the record any campaign contributions made to a member of the City Council or other elected or appointed officer of the City, any candidate for elected office of the City, or any candidate for elective office of any other agency who is also an elected or appointed officer of the City in excess of \$250 in the past 12 months. This disclosure requirement includes contributions by the party's agent, such as a consultant, and aggregated contributions from persons or entities related to the party. Consultant is required to fill out and provide the attached Exhibit C 'Applicant/Interested Party Campaign Contribution Disclosure Form' with submission of this Agreement and to update this form after each contribution and no later than the beginning of any associated proceeding.

### 3.0 OBLIGATIONS OF CITY

3.01 **Cooperation**: City agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement. City employees, agents and officers of the City agree to disclose all information relevant to this project to Consultant. Consultant shall be entitled to reasonably rely upon the accuracy and completeness of information furnished by City, provided that Consultant shall give City prompt written notice of any known defects in such information.

### 4.0 TERMINATION OF AGREEMENT

4.01 **Termination Notice**: Notwithstanding any other provision of this agreement, any party hereto may terminate this agreement, at any time, without cause, by giving at least 30 (thirty) days' prior written notice to the other parties to this agreement.

4.02 **Termination on Occurrence of Stated Events**: This agreement shall terminate automatically on the occurrence of any of the following events:

- a. Sale of the business of any party;
- b. The end of the 30 (thirty) days as set forth in section 4.01;
- c. End of the contract to which Consultant's services were necessary; or
- d. Assignment of this agreement by Consultant without the consent of City.
- e. Death of any party.

4.03 **Termination by any Party for Default:** Should any party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party, at its option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

4.04 **Termination:** This agreement shall terminate on **December 31, 2026**, unless earlier extended as set forth in this Section. The City, with the agreement of Consultant, is authorized to extend the term of this agreement beyond the termination date, as needed, under the same terms and conditions as set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

## 5.0 SPECIAL PROVISIONS

5.01 **Additional Tasks as May Be Assigned by the City Manager:** Prior to initiating any Consultant work on matters relating to the purposes of this Agreement, but outside the Scope of Services for this Agreement, it shall be the responsibility of Consultant to obtain written approval of the City Manager, prior to initiation of such tasks.

5.02 **Time Schedule:** Consultant is to begin work upon receipt and execution of City contract. Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in **Exhibit A** and incorporated herein.

5.03 **Work Outside Contract Scope:** No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the City Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manger may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the City Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

### 5.04 **Confidentiality:**

- (a) Confidential Nature of Information. Consultant shall treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential.
- (b) Limitation on use and disclosure. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the City, or obtained from the City or obtained as a consequence of the performance of work to any person other than the City, or its own employees, agents or

subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City.

- (c) Security plan. If requested by the City Manager, Consultant shall prepare a security plan to assure that information obtained from the City or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant shall advise the City of any request for disclosure of information or of any actual or potential disclosure of information.
- (d) Survival. Consultant's obligations under this paragraph shall survive the termination of this contract.

**6.0 MISCELLANEOUS**

6.01 **Notices:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and delivered or, in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, to the following address for each respective party:

<b>PARTY</b>	<b>ADDRESS</b>
<b>TO: CITY OF SOLVANG</b>	City of Solvang 1644 Oak Street Solvang, CA 93463 Attention: City Clerk
<b>TO: CONSULTANT</b>	Melton Design Group, Inc Greg Melton, President/CEO 820 Broadway Street Chico, CA 95928

Copy to: Chelsea O'Sullivan, City Attorney  
Richards, Watson & Gershon  
847 Monterey Street, Suite 206  
San Luis Obispo, CA 93401

6.02 **Governing Law:** This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time, should any need for interpretation of this agreement or any decision or holding concerning this agreement arise.

6.03 **Binding Effect:** This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as consent by City to any assignment of this agreement or any interest in the agreement.

6.04 **Remedies:** The remedies set forth in this agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.05 **Due Authority:** The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.06 **Ownership of Work Product:** Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations

developed under this contract are the property of the City. Consultant agrees that all copyrights, which arise from creation of the work pursuant to this contract, shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**6.07. Integration and Modification:**

- (a) This contract represents the entire understanding and agreement of the City and Consultant as to those matters contained herein. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the City and Consultant.
- (b) In the event of any conflict between the terms of this agreement and the terms of an exhibit, the terms of this agreement shall control, even if the exhibit purports to modify this agreement. In the event an exhibit incorporates by reference any additional physical documents, websites, web links or other electronic location not under the control of the City, the parties agree that such additional documents shall have no impact on this agreement and shall be deemed to be void unless actually attached to the exhibit that purports to incorporate such additional document. Notwithstanding the foregoing sentence, the provisions of Section 2.05 of this agreement shall not be altered, amended, limited or otherwise affected in any manner by any language included in an exhibit to this agreement, even if such exhibit purports to affect the provisions of Section 2.05. Furthermore, any attempt to limit liability to the City that is expressed in an exhibit shall have no force or effect unless City has expressly agreed to such limitation by providing the initials of its authorized representative here: \_\_\_\_\_.

**6.08. Advice of Counsel:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

**6.09. Independent Review:** Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

**6.10. Attorney Fees:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach hereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

**6.11 No waiver:** The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.12. **Assignment:** This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement, giving rise to a right to terminate as set forth in Section 4.03.

6.13. **Time for Performance:** Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, epidemics, pandemics, or any other cause, except financial inability, which is the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused: provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement of the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.14. **Severability:** Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.15. **Construction:** The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provision to which they relate.

6.16. **Amendments:** Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this agreement.

6.17. **Signatures:** The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

**CITY OF SOLVANG**

**CONTRACTOR  
MELTON DESIGN GROUP, INC**

\_\_\_\_\_  
David Brown, Mayor

\_\_\_\_\_  
Greg Melton, President/CEO

**ATTEST:**

**APPROVED AS TO FORM**  
Richards, Watson & Gershon

\_\_\_\_\_  
Annamarie Porter, City Clerk

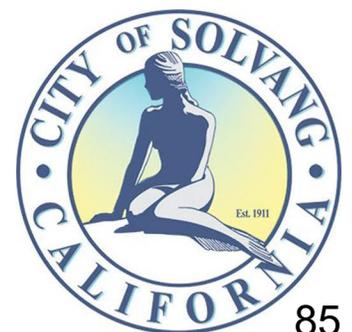
\_\_\_\_\_  
Craig Steele, Acting City Attorney

EXHIBIT A  
SCOPE OF WORK,  
FEE SCHEDULE  
&  
PROJECT SCHEDULE

# MELTON DESIGN GROUP, INC.

SOLVANG

PROPOSAL RESPONSE FOR  
**CITY OF SOLVANG**  
PARK and RECREATION MASTER PLAN  
December 13, 2024



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## **7. COST PROPOSAL**

December 13, 2024

Attn: City of Solvang, Jenny McClurg  
Parks and Recreation Director  
411 Second Street, Solvang, CA 93463  
(805) 688-5575 / [JennyM@cityofsolvang.com](mailto:JennyM@cityofsolvang.com)

Re: Parks, Recreation & Open Space Master Plan

For your consideration,



*The beautiful city of Solvang*

Melton Design Group, Inc. (MDG) is excited to submit our proposal to provide professional consulting services for the update of the City of Solvang's Parks and Recreation Master Plan. We are deeply honored by the opportunity to support Solvang's ongoing commitment to enhancing its parks, open spaces and recreational facilities, ensuring that these spaces continue to provide vital environmental, social and economic benefits to both residents and visitors.

MDG specializes in landscape architecture, recreation planning, park design, visioning and master planning. Our Team of sub-consultants, Peloton, DR Mata Consulting and Vollmar Natural Land Consulting, bring years of market research, economic expertise, administration operating / community management and environmental consulting.

We are confident in our ability to update the City's **Parks and Recreation Master Plan** to reflect current needs, emerging trends and long-term goals. With over 20 years of experience working on similar projects, we excel at developing master plans that are both visionary and practical. Our master plans are designed to guide decision-makers and will work in conjunction with your newly updated **Solvang General Plan**.

We understand the importance of creating spaces that balance the needs of the community with the significant number of visitors to Solvang each year. With a population of around 6,000 and 1.5 million annual visitors, Solvang's parks and recreation infrastructure must be both adaptable and resilient. Our approach to this project will involve thorough community engagement to understand the diverse needs of residents, local stakeholders and tourists, while also considering the City's unique history, identity and role within the Santa Ynez Valley.

MDG's process begins with an in-depth analysis of Solvang's existing parks and recreation facilities. We will build on the 2007 Master Plan and incorporate updated data and best practices to guide Solvang's growth and future development. Our expertise includes:

- ❖ **Comprehensive Needs and Financial Assessments:** Identifying both current and future park needs.
- ❖ **Stakeholder Engagement:** Collaborating with City staff, park users and key stakeholders to ensure inclusivity and clarity throughout the project.
- ❖ **Sustainable and Creative Solutions:** Designing spaces that balance functionality with creativity and environmental sustainability, aligned with the City's vision for its parks and open spaces.

We look forward to the opportunity to discuss how we can best serve the City of Solvang's parks and recreation needs and help ensure that Solvang's parks continue to be a vibrant and a central part of the community for years to come.

Sincerely,

Gregory Melton - RLA 4217  
(530) 899-1616 / [Greg@meltondg.com](mailto:Greg@meltondg.com)

820 BROADWAY ST. CHICO, CA 95928  
530.899.1616

1930 G ST. SACRAMENTO, CA 95811  
916.754.2173  
**MELTONDG.COM**

850 PUENTE DR. SANTA BARBARA, CA 93110  
805.456.4679

# Who We Are

## COMPANY PROFILE

**M**elton Design Group, Inc. (MDG) is a Chico-based firm formed by Greg Melton 14 years ago and is now the premier design firm in California. The Design Group staff has worked closely with communities throughout California over the past 35 years and continues the tradition of providing Clients with the highest quality of licensed landscape architectural services. We currently have a design and office staff of 20 dedicated individuals ready to apply their skills to your project.

### WHY WE ARE QUALIFIED

The MDG Team is highly qualified for your project, with extensive experience working together as a cohesive unit. We focus on understanding your vision to deliver exceptional results that meet your needs, serve your community and set you up for the future. Our commitment to quality ensures we deliver your design on time and within budget. We prepare precise plans, specifications and bid documents, and provide full project management to oversee construction, ensuring a seamless process from start to finish. We excel at:

- ❖ Unique Visioning & Sustainable Design Methods
- ❖ Community Outreach & Clear Communication
- ❖ Stakeholder Understanding
- ❖ Operation & Maintenance
- ❖ Design Guidelines & Standards
- ❖ Construction Plans, Details & Plan Check Review

### FEATURED AWARDS

MDG has been recognized by public and professional agencies for a wide range of projects and community outreach.

2021 California Parks and Recreation Society (CPRS)  
Design Excellence Park Planning

2018 American Society of Civil Engineers Sacramento Chapter  
Outstanding Urban or Land Development Plan of the Year

2014 American Society of Landscape Architects  
Sierra Chapter Honor and Merit Awards  
Parks/Open Space and Rehabilitation/Mitigation

2009 California Redevelopment Association  
Award of Excellence in Public Spaces

2007, 2008 and 2009 American Society of Irrigation Consultants  
National Excellence in Irrigation Honor Award

2007 Chico Economic Planning Corporation  
Community Vitality Award

### SERVICES PROVIDED BY MDG

Melton Design Group provides client services throughout the life of a project and we are proficient in developing clean sets of documents that are easy to permit and build. Shown here is the list of services we provide in addition to the complete project management and direct communication between all consultants, Client Staff and Stakeholders. MDG uses both direct person-to-person meetings for primary, critical design sessions and presentations and virtual communication for coordination and file sharing. Other services include, but are not limited to:

- ❖ Site Analysis and Understanding
- ❖ Facilitation of Public Workshops
- ❖ Site Master Planning
- ❖ Project Branding and Park Identity
- ❖ Research and Investigation
- ❖ Photo Simulations
- ❖ Interpretive Design and Signage
- ❖ CEQA / EIR Coordination
- ❖ Cost Estimates and Analyses
- ❖ Public Agency Presentations
- ❖ Construction Drawings, Details and Specification
- ❖ Contract Documents and Bid Documents
- ❖ Storm Water Pollution Prevention Plans
- ❖ 3D Modeling and Animation
- ❖ Construction Observation and Administration
- ❖ LEED and SITES Certification
- ❖ Construction Standards and Building Codes
- ❖ Maintenance Manuals and Guidelines

# Our Past Supports Your Future

## QUALIFICATIONS and PROJECT EXPERIENCE

The MDG staff brings extensive experience not only in Parks and Recreation design but also in planning, identity and branding and restoration projects. Our creative solutions have helped many agencies build unique parks and spaces that have become icons for their communities and leave a lasting impression.

We work to thoroughly understand your community and stakeholders to ensure the master plan effectively addresses future needs. Our planning strategies incorporate opportunities for future revenue generation by designing versatile spaces that can accommodate various uses, such as combined performance areas, picnic zones, or event spaces. Crafting a master plan that anticipates multifunctional use and supports both recreational activities and special community events is essential for long-term success.

*The following is a comprehensive list of diverse projects to get a sense of MDG's history and quality projects.*

### CITY and RECREATION DISTRICT MASTER PLANS

- ❖ CARD Park and Recreation 2018 Master Plan Update, Chico, CA
- ❖ Feather River Recreation Park District 2020 Master Plan
- ❖ Feather River Consolidated Master Plan 2017, Oroville, CA
- ❖ Feather River Blvd Revitalization Plan 2013, Oroville, CA
- ❖ Valley's Edge Specific Plan Recreation Element 2021, Chico, CA
- ❖ Wheatland Aquatic Center 2021 Feasibility Study, Wheatland, CA
- ❖ City of Chico Design Guidelines Manual, Chico, CA

### WATER CONSERVATION PLANS

- ❖ City of Davis and Woodland Conservation Plan, CA
- ❖ Elk Grove Community Park Water Reduction Plan, CA
- ❖ Chestnut Park Water Reduction Study, Davis, CA
- ❖ HACB Countywide Conservation Plan

### OPEN SPACE and TRAILS

- ❖ West River Park, Truckee, CA
- ❖ Oak Creek Park, Paradise, CA
- ❖ Bidwell Park Range Remediation-Oak Woodland, Chico, CA
- ❖ Verbena Fields – 20-acre Creek Restoration, Chico, CA
- ❖ Live Oak Community Trails / Pocket Parks, Live Oak, CA
- ❖ California Park Chain of Ponds and Trail System, Chico, CA
- ❖ Riverbend Community Park, Oroville, CA
- ❖ El Dorado Hills Town Center, El Dorado Hills, CA



*Playful Outdoor Music at Riverbend Park, Oroville, CA*



# Valley's Edge – Specific Plan Recreation Element Planned Community in the Foothills

Chico, California

**Start Date:** June 2016 – Current

**Project Owner/Developer:** Bill Brouhard  
2550 Lake West Drive, Chico, CA 95928

[Bill@gbrealestate.net](mailto:Bill@gbrealestate.net)

(530) 624-0951

(Client/Consultant relationship going back to early 2000s from past projects with partner and City)

**Project Timeline:** Specific Plan Process  
Fall 2017 – Fall 2019 (EIR completion 2021)

## Project Development and Design Costs:

- Recreation and Trail Elements: \$20 million est.
- Mixed-Use Village Core: \$7.5 million est.
- Landscape and Road Landscape: \$5 million
- Actual Design Fees: \$144,000 (billed T&M)

## Relevant Staff Roles:

Greg Melton, Lead Designer, Public Engagement

Paige Gimbal, Sustainability, Irrigation

Sarah Crossley, Graphic Designer



*Village Core Arrival (Retail & Restaurants)*



*Isometric Rendering of the Village Core*

## Project Overview:

The project involved transforming a 2,265-acre former cattle ranch into a comprehensive planned development community. The vision was to create a vibrant village integrating commercial, recreational, and residential elements. The development includes over 700 acres of parks and open space, featuring a regional park, a 30+ acre community park, five neighborhood parks, and extensive trails, swales, and paseos. Developer Bill Brouhard and his partners aimed to enhance both commercial opportunities and community well-being, ensuring the space's evolution from grazing land to a multifaceted living environment.

## Scope and Delivery:

The project scope involved establishing guidelines for parks and recreation while preserving the site's cultural history and natural landforms. The design included integrating parks, public facilities, and trails into the foothills, supported by 3D renderings and site use analysis. Customized Landscape Design Guidelines were created for the mixed-use area, and collaboration with urban and recreation planners was key to finalizing the master plan. Greg Melton, Sarah, and Jenna Johnson from MDG worked on this vision, collaborating with local officials and analyzing the site's challenges, including poor soils and oak woodlands. Renderings were used to visualize the project's impact on tree canopy, stormwater management, and environmental quality, aiding in stakeholder presentations and public engagement.



*Entry signage using native rock material*

# 2018 Parks and Recreation Master Plan Update

## Chico Area Recreation District

Chico, California

Dates: 2017-2018

Design Fee: \$65,000

Contact: Annabel Grimm, General Manager,  
Chico Area Recreation District,  
(530) 895-4711 / [AGrimm@chicorec.com](mailto:AGrimm@chicorec.com)

### Relevant Staff Roles:

Greg Melton, Principal  
Shawn Rohrbacker, Project Manager  
Sarah Crossley, Graphic Designer



### Project Summary:

The goal of this study and document is to identify areas of park and recreation needs within the community, and subsequently create innovative solutions to ensure that the greater Chico area continues to be a place that people have a desire to live, work, and play. A secondary purpose of this plan is to review the recommendations of the 2008 Master Plan and adjust those recommendations based on current and future needs. The current population has been updated and information from the City of Chico's Nexus Study and City of Chico General Plan have been incorporated into the 2018 CARD Master Plan Update. This plan has been created to be used as a road map for improvements, new facilities, expanded programming, and new recreation opportunities for the community.

Parks improve lives; they educate, protect, and enrich the lives of people of all ages, they provide places to play after school, during summer vacations, and give individuals and families countless hours of recreation and relaxation. Park vegetation and water features produce clean air and protect cities from floodwaters. They help increase property value, grow the local tax base, contribute to education, reduce crime, attract businesses and create jobs. These ideas and principles have been adopted by the National Recreation and Parks Association (NRPA) as a call-to-action in its National Agenda for Urban parks and Recreation in America.

People look to parks and recreation as fundamental elements of what makes a city a great place to live. Like other Special Districts, CARD faces continued challenges with reduced funding, escalating costs, aging facilities, and increased community requests.



# Wheatland Aquatic Center Feasibility Study

Wheatland, California

Dates: 2021 - 2022

Design Fee: \$242,000

Project Cost: \$11,000,000

Contact: Bill Zenoni, City of Wheatland,  
(916) 521-7867 / [BZenoni@wheatland.ca.gov](mailto:BZenoni@wheatland.ca.gov)

## Relevant Staff Roles:

Greg Melton, Principal

Sarah Crossley, Project Manager

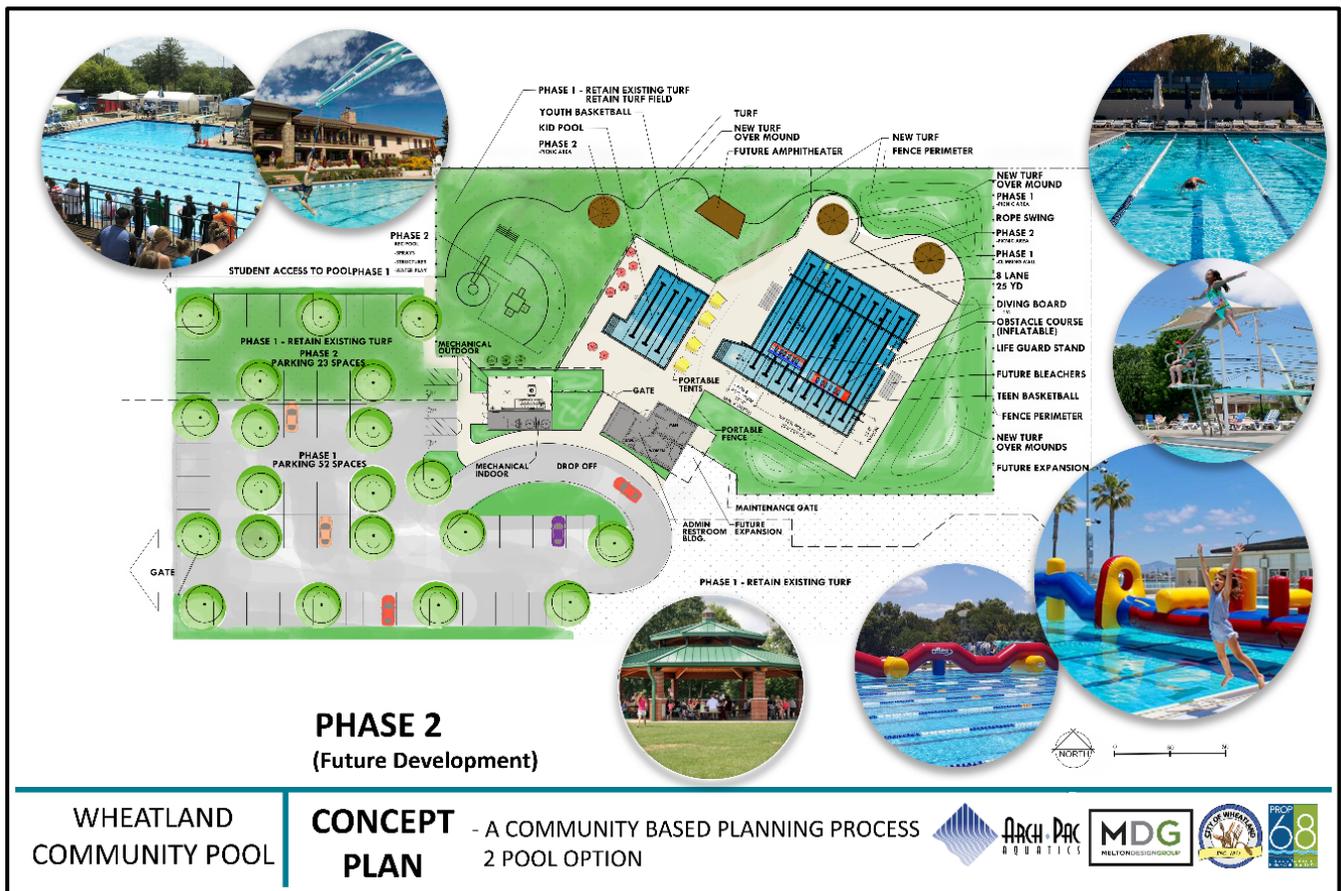
Teresa Walsh, Market Studies



Pool and Sun Deck – Shallow End

**Project Summary:** In 2022, MDG coordinated with Arch-Pac Aquatic Design Group to create a multi-use Aquatic and Recreation Center for the City of Wheatland to apply for grant funding. The study incorporated a needs assessment operation and cost analysis and 20-year life-cycle cost analysis in 1-year increments. The design was established by performing a needs assessment and market study that included over 5 pools in the area. Funding is still being applied for with high hopes. Pool area design included additional elements to allow for year-round use. These elements included:

- Stage and bandstand
- Barbecue and picnic areas
- Inclusive playgrounds
- Heated therapy pool



Phase 2 Wheatland Aquatic Facility Conceptual Plan

# CARD Sports Field Feasibility Study

Chico, California

Dates: Oct – July 2019

Design Fee: \$12,750

Contact: Annabel Grimm, General Manager  
Chico Area Recreation and Parks District  
(530) 895-4711 / [AGrimm@chicorec.com](mailto:AGrimm@chicorec.com)

## Relevant Staff Roles:

Greg Melton, Principal

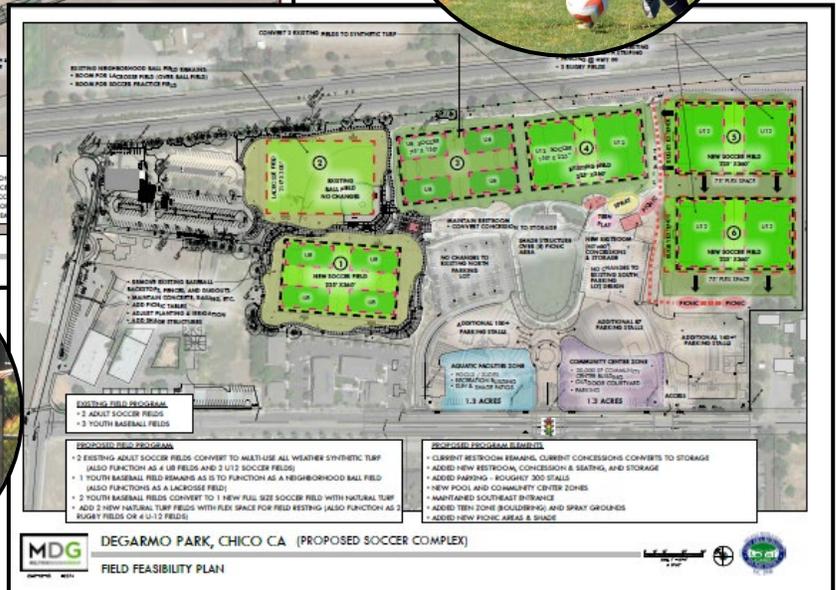
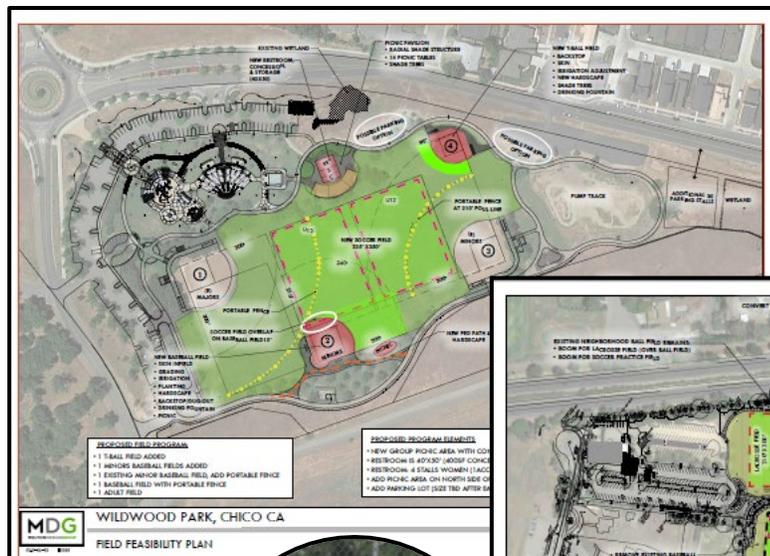
Jenna Johnson, Project Manager

Olga Garzon, Landscape Designer

## Project Summary:

Melton Design Group worked directly with Facilities and Recreation staff to assess sports fields at three existing park locations. We prepared options to add new fields and reconfigure existing fields to better serve the recreation and programming needs of the community, while minimizing impact and providing more centralized soccer, softball and other recreation opportunities at each park location.

Opportunity Plans were created for the three sites at DeGarmo Park, 20<sup>th</sup> Street Community Park and Wildwood Park. We worked with the programming staff to identify recreation needs then reviewed the available space at park sites and provided new concept layouts and cost estimates to maximize the field spaces while minimizing impact. This allowed the CARD to use these Master Plans as a guide moving forward to provide more usable field space for programming and inclusive recreation.



# 2020 Park and Recreation Master Plan Update

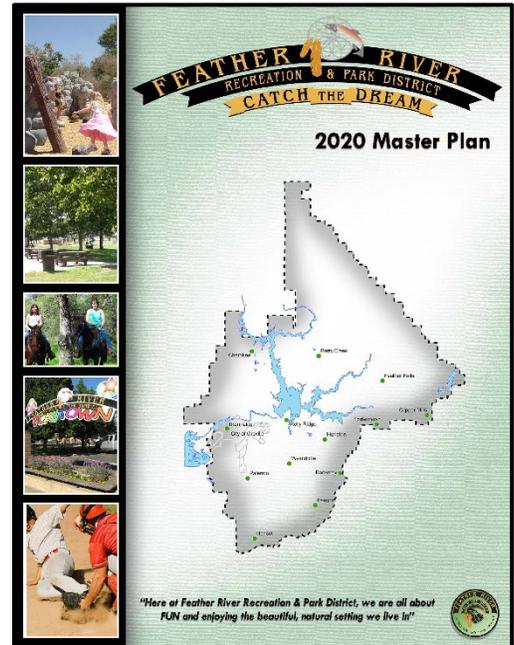
## Feather River Recreation and Park District

Oroville, California  
 Dates: 2006 - 2011  
 Project Cost: \$60,000

### Relevant Staff Roles:

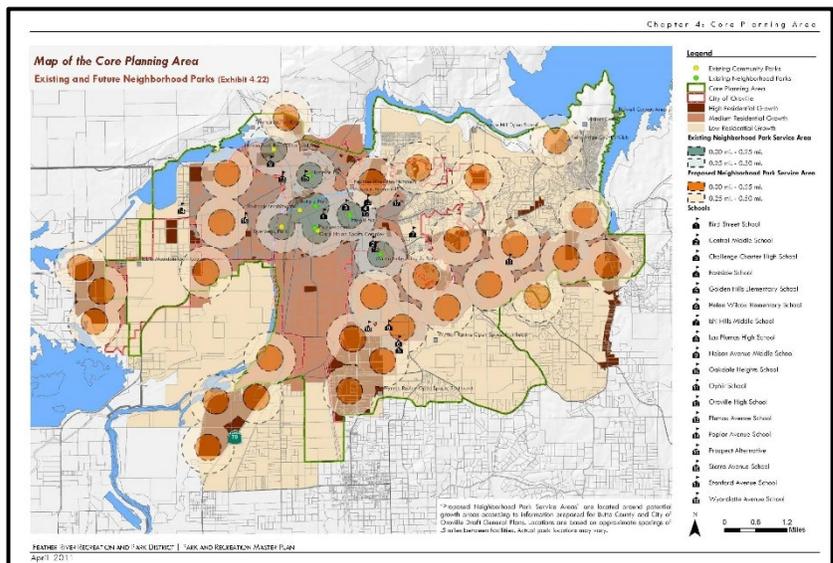
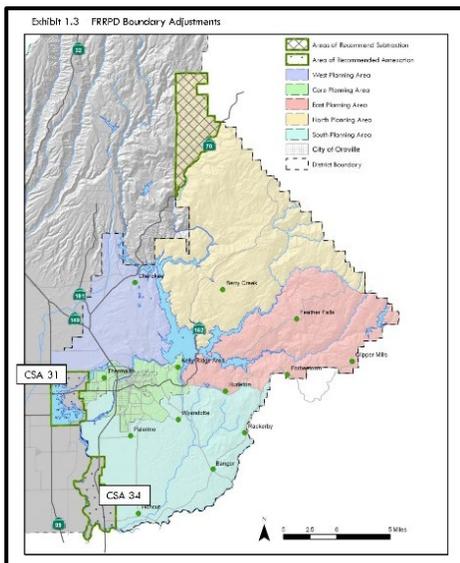
Greg Melton, Principal, Land Image Landscape Architects & Planners  
 Noel Carvalho, Urban Planner, Land Image Landscape Architects & Planners

**Project Summary:** The FRRPD Master Plan was a comprehensive plan designed to provide the Feather River Recreation and Park District with a strategic framework to implement its mission and vision effectively. This plan established a crucial link between the District as it existed at the time of the plan's creation and its long-term objectives for the future, ensuring that the District's growth aligns with its goals of sustainability and community enrichment. The development of the plan was a collaborative effort, involving input and cooperation from the general public, community leaders, the City of Oroville, Butte County, and other key stakeholders such as community organizations, special interest groups, and developers.



Given the diverse geographic attributes of FRRPD, which spans both incorporated and unincorporated communities, the District was thoughtfully divided into five individual planning areas. This division allowed for more focused discussions and tailored strategies that address the unique needs and regulatory settings of each area.

The project encompassed an in-depth analysis of the population and demographics, coupled with an evaluation of statewide park and recreation trends. This research informed the subsequent phases, which included extensive public outreach and perception surveys to gauge community priorities and expectations. Following this, a detailed needs assessment was conducted within each planning area, supported by comprehensive graphics, maps and actionable improvement recommendations for the District's future development.



# Stakeholder Outreach and Engagement

**Outreach Processes:** MDG views outreach and engagement as an opportunity for all to be heard. As a collaborative team, we have the power to positively improve and change the communities we live and serve in. We feel it is our duty to continually think of new ways to get people excited and invested. We aim to draw out innovative ideas through the following processes:

- ❖ Identify how to best communicate with our targeted audience.
- ❖ Host Public Workshops and presentations through various methods consisting of:
  - Master Plan Vision Boards, Sketches and inspirational images.
  - Large twenty-foot Master Plan Models to experience a scaled version of the proposed design.
  - Featured elements painted, to scale, on the ground with boards of artistic renderings.
  - Powerpoint Presentations.
  - Virtual Reality Project Tours.
- ❖ Circulate Online Surveys.
- ❖ Visit schools and recreation groups to involve kids and staff in their local community.
- ❖ Collaborate with maintenance staff for input to keep the project functioning and looking great over time.



*Designer Presenting Vision Boards to Community Members*



*Large Scaled Master Plan Presentation at Community Workshop*



*Large Scaled Master Plan Model*



*Construction Plan Review at the Park Site*

# INTRODUCING MDG's NEW PROGRAM!



PARK COLLAB IS A CONSULTING GROUP THAT HELPS YOU THINK **BEYOND THE PARK** AND BRINGS HEALTH AND WELLNESS BENEFITS TO YOUR SPACE. WE WORK WITH A BROAD RANGE OF OUTDOOR SPACES TO HELP YOU **BETTER YOUR COMMUNITY**. WE ASSESS YOUR SPECIFIC NEEDS AND COLLABORATE WITH EXPERTS TO CREATE DYNAMIC SPACES THAT THRIVE.



TIME SPENT IN NATURE IS PROVEN TO MAKE YOU HAPPIER, HEALTHIER, AND MORE CREATIVE.

## WHAT SETS US APART: OUR EXPERIENCE AND OUR PASSION

- WE HAVE DECADES OF EXPERIENCE AND COMPREHENSIVE NETWORKS OF EXPERTS TO CURATE MEANINGFUL AND PERSONALIZED DELIVERABLES.
- PARK COLLAB WAS BORN OUT OF A DESIRE TO BUILD SPACES THAT TRULY BENEFIT THE PEOPLE AND PLACES WE SERVE AND CREATE LONG-LASTING RESULTS. IT IS THE **HEART AND SOUL OF OUR MISSION** AND THE REASON WE ARE PROUD TO BE LANDSCAPE ARCHITECTS AND COMMUNITY BUILDERS.



TIME IN NATURE HELPS TO DECREASE HIGH BLOOD PRESSURE, ANXIETY, DEPRESSION AND STRESS.

WE DON'T BELIEVE ONE SIZE FITS ALL, THAT IS WHY WE MAKE SURE THAT EACH PARK AND EACH PROJECT IS SPECIALLY TAILORED TO YOU AND YOUR NEEDS.

### PERSONALIZED DELIVERABLES

- REFLEXOLOGY TRAIL
- MEDITATION LABYRINTH
- WELLNESS CLASSES
- RESTORATIVE GARDENS
- CLASS SCHEDULES AND PROGRAMS

OUR DELIVERABLES ARE ALL **SPECIALLY CURATED FOR YOU AND YOUR COMMUNITY**. THEY RANGE FROM PHYSICAL SPACES, INTERPRETIVE PANELS AND SELF-GUIDED EXPERIENCES TO PROGRAM SUGGESTIONS CONNECTING YOU WITH LOCAL INSTRUCTORS AND EXPERTS IN THE FIELD.

# Meet The Team

## ORGANIZATIONAL CHART

Melton Design Group has assembled a team of experienced professionals to deliver exceptional master planning services. Key personnel have been selected for their expertise in project management, communication, organization and attention to detail. Our team collectively brings extensive experience, including multiple master planning documents for various projects throughout California.

MDG staff will ensure the prompt delivery of work, control of budget and scope and coordination between the Principal-in-Charge and the Client. Maintaining the project schedule and identifying and responding to issues that may arise requires frequent and effective communication. Principal Landscape Architect **Greg Melton** will oversee your project, with Project Manager **Ryan Riedlinger** serving as your primary and daily point of contact. **Janelle Stone** will lead the development and overall quality control of the master plan document, as well as coordinating public outreach efforts. **Vanessa Pierce** will assist with content development, **Melissa Kaye** will be responsible for visuals and graphics, and our office manager, **Teresa Walsh**, will handle all contracts and AR/AP. The following is your team of experts:

### Melton Design Group, Inc. – Landscape Architects and Park Planners

[www.meltongd.com](http://www.meltongd.com)



Greg Melton  
Principal  
RLA #4217



Ryan Riedlinger  
Project  
Manager



Janelle Stone  
Marketing  
Coordinator



Vanessa Pierce  
Program  
Specialist



Melissa Kaye  
Graphic Design  
Technician



Teresa Walsh  
Office Manager  
Controller

**Peloton Research + Economics** offers expert economic analysis, financial feasibility, growth projections and demographic analysis, helping clients achieve sustainable growth and strategic market positioning. Richard Hunt will be performing the necessary assessments, studies and analyses for the project. **DR Mata Consulting** excels in planning and problem-solving, offering exceptional outreach, engagement and analytic skills to bridge the gap between the public and government agencies for effective design and funding solutions. Darlene Mata will offer overall planning and outreach support. **Vollmar Natural Lands Consulting (VNLC)** is a natural resources consulting and research company providing expertise on the technical and regulatory aspects of natural resource assessment, impact analysis, mitigation, conservation, restoration and land stewardship.

#### Peloton Research + Economics Economic Development



Richard Hunt  
Principal

#### DR Mata Consulting Planning Consultant



Darlene Mata  
Principal

#### Vollmar Natural Lands Consulting Environmental Consultant



Joanna Tang  
Senior Ecologist



Henry Hwang  
Senior Ecologist



**GREG MELTON, RLA, LEED AP**  
PRINCIPAL LANDSCAPE ARCHITECT

**Greg Melton** has been planning and designing recreation facilities for over 35 years, providing many north state cities and counties with successful design and planning services.

One of Greg’s most valued assets is his ability to see and help clients understand the big picture of a project; how a person may experience a project site, understanding the relationship with a site’s history and translating these aspects into a physical and visual experience that is informative, fun, and aesthetically pleasing. Greg believes it takes a complete team to design and build a project. All good design ideas need to be vetted against our quality control. All projects deserve quality materials for longevity and operation.

**“All the projects we design are specifically designed for each community and we are proud of that.”**

**EXPERIENCE**

**Melton Design Group, Inc.**

Landscape Architects and Planners, Chico, CA – Principal

**Land Image**

Landscape Architects and Planners, Chico, CA – Principal

Recent project experience includes lead design and cost services for:

- Radio Park, Fresno, CA – Radio Park is a Prop 68 project based on the history of radio culture.
- Chapman Park, CA – Captured local folk, love and nature.
- Madera 9/11 Memorial, Madera County Plaza – MDG designed and provided an interpretive experience for the project.
- Eleanor Nelson Community Park design services for Community Outreach, Master Plan and Cost Analysis, Vacaville.

**On the Drawing Board**

**Sunset Whitney Recreation Area, City of Rocklin**

This recreation area will provide a great space to create community. The open space meanders through hundreds of homes and provides a wealth of recreation, wellness, fire safety and a great place to gather and be social. Living in this space will change your life and enhance your wellbeing through connection to nature and people.

**Education**

BS in Landscape Architecture, University of California, Davis, 1990  
BS in Horticulture and Recreation Planning, CSU Chico, 1988

**Registration**

California Landscape Architect License #4217  
Nevada Landscape Architect License #1062

**Accreditation**

US Green Building Council  
LEED Accredited Professional

**Awards**

2018 American Society of Civil Engineers: Outstanding Urban or Land Development Plan of the Year

2014 American Society of Landscape Architects Honor and Merit Awards: Parks/Open Space and Rehabilitation/Mitigation

2009 California Redevelopment Assoc.: Award of Excellence in Public Spaces

2007 Chico Economic Planning Corporation: Community Vitality Award

2005 California Parks and Recreation Society: Award for Facility Design and Park Planning

**Professional Affiliations**

California Parks and Recreation Society  
American Society of Landscape Architects  
Building Industry Association





## RYAN RIEDLINGER

PROJECT MANAGER

**Ryan Riedlinger** joined the MDG team in 2021. With roots set in Chico and his love of traveling, Ryan is extremely familiar with the local area and much of the North State. His background in agritourism brings a valued perspective to MDG. His experiences have helped link initial designs with a project’s ultimate vision and activation demands. When not in the office, snowmobiling, trail riding, camping and traveling keep him very busy and further feed his knowledge and understanding of our northern communities.

### EDUCATION

AS in Business Administration (in progress)

### EXPERIENCE

**Melton Design Group, Inc.** – Chico, CA

Project Manager / Landscape Designer

**Almendra Winery and Distillery** – Durham, CA

Operations Manager

### RECENT PROJECTS

- Heroes Park, Hanford
- Centennial Park, Patterson
- Prosperity Garden Park, Suisun City



*Prosperity Garden Park, Suisun City, CA*



## JANELLE STONE

MARKETING and PROPOSAL COORDINATOR

**Janelle Stone** joined the MDG Family in 2023. After graduating from CSU, Chico with a degree in Music, she switched gears and started her career in human resources. She brings over 4 years of experience from the construction industry and 3 years of experience from Big Tech to the table. She has learned many versatile skills over the years and is very adaptable. Janelle's expertise and dedication to the team make her the go-to person for representing MDG at industry conferences, overseeing project proposals and managing the company's marketing initiatives, all while maintaining strong client relationships.

Her background in music and the arts infuses her work with creativity and a fresh perspective, enhancing her ability to approach challenges with innovative solutions.

### EDUCATION

BA in Music – CSU Chico, 2016

### EXPERIENCE

**Melton Design Group, Inc.** – Chico, CA

Marketing and Administrative Assistant

**Google** – Mountain View, CA

Recruiting Coordinator

### EXPERTISE

- Proposal Writing
- Content Review and Refinement
- Graphic Design



*Regional Marketing Project Booklets*

SACRAMENTO

MELTON DESIGN GROUP, INC.

CHICO

SANTA BARBARA

## MDG TEAM MEMBERS



**VANESSA PIERCE**, Program Specialist  
Melton Design Group, Inc.: 2024 to Present

Vanessa is the program specialist for Park Collab, part of the Melton Design Group. She has worked in public gardens and museums for the past decade and is passionate about creating meaningful experiences for people in nature. She knows the health benefits of time in green spaces and is excited to bring health and wellness programs into more parks and communities. Outside of work, she loves gardening, traveling, hiking, and cooking for friends and family.

### EDUCATION

B.A. Anthropology and B.A. Art History: University of California, Davis, 2014  
Minor in Global and International Studies, 2014

### SELECT PROGRAM EXPERIENCE

- Park Collab



**SPENSER MARQUISS**, Project Coordinator  
Melton Design Group, Inc.: 2023 to Present

Spenser hopped on the MDG roster in April 2023. He has a knack for knowledge, a keen eye for clever design concepts and a passion for capturing memorable moments. Having played hockey his entire life, he brings that “teamwork” ethic to the MDG Family. And his love for all things recreational allows him to bring an unparalleled perspective to our projects.

### EDUCATION

BS in Business Administration, Lindenwood University, St. Charles, MO

### SELECT PROJECT EXPERIENCE

- Centennial Park, Patterson
- Heroes Park, Hanford
- Plumas Street Park, Yuba City
- Pathway, Colusa



**TERESA WALSH**, Office Manager/Controller  
Melton Design Group, Inc.: 2019 to Present

Teresa Walsh has worked in the Construction Industry since 1990. Teresa worked for more than two decades for the local Builders Exchange as Planroom Manager, then for their Statewide Online Planroom as Managing Editor. This provided her with valuable experience in every facet of the industry from RFP to Design to Construction. She later worked for a landscape contractor, where she put her background knowledge into practical application. MDG welcomed Teresa in 2019, where her vast experience has made her a strong guide and anchor for the Team.

### EDUCATION

BA in Visual Communications, CSU, Chico, 1990

## Key Personnel



Richard F. Hunt, Principal

### EDUCATION

A.A. Economics  
Santa Rosa Junior College  
Santa Rosa, California

B.A. Economics  
California State University  
Chico, California

### AFFILIATIONS - PAST/PRESENT

Urban Land Institute  
Appraisal Institute  
California Bureau of Real Estate  
Appraisers  
Congress for the New Urbanism  
National Association of Parks  
and Campgrounds (ARVC)

### CERTIFICATIONS

Certified HUD Analyst  
CNU-Accredited (CNU-a)

### CONTACT

Phone: (530) 228-0922  
Email: [rfh@pelotonrecon.com](mailto:rfh@pelotonrecon.com)  
Web: [www.pelotonrecon.com](http://www.pelotonrecon.com)  
[linkedin.com/in/richard-hunt-a2870945](https://www.linkedin.com/in/richard-hunt-a2870945)

**Richard Hunt** will provide updated demographics and growth projections to aid in the preparation of the PROS Master Plan Document for the City of Merced. Additional major tasks include the preparation of a Capital Improvement Plan (CIP), financial plan, and funding strategy for continued operations and new park facility development.

Richard is Founder and Principal of Peloton Research + Economics, a market research and economic planning firm specializing in the feasibility analysis and forward planning of a wide range of real estate projects throughout North America and the Asia Pacific. Richard has 35 years of diverse experience in all aspects of real estate market research management, strategic economic development, market and financial feasibility analysis, valuation, and highest and best use analysis for public and private infill developments, redevelopments, suburban retrofits, and new community recreation facilities.

To date, Richard has provided economic consultation and population forecasting in 42 California counties and 28 states in the U.S. He has additionally provided market and financial feasibility consultation to prominent corporate clients including Marriott, Hines, General Growth, Gilbane, Opus, Bank of the West, Wells Fargo, Poag & McKewen, Hallmark, and Sierra Nevada Brewery, among others.

### PARTIAL PROJECT LIST:

- Town of Magalia Community Recreation and Resiliency Center – Market & Financial Feasibility Study for a new, state-of-the-art multi-purpose center – Melton Design Group and Paradise Recreation and Parks District (PRPD).
- Town of Paradise Community Center - Updated Feasibility Assessment for a new community center to replace a senior center destroyed in the Camp Fire – Melton Design Group (MDG) and PRPD.
- Fox Hills Golf Course Community - Feasibility Assessment for the Revival of the Fox Hills Specific Plan, Los Banos and Merced County - Western Care Construction.
- Castle Air Force Base - Property Valuation and use assessment of 3 separate parcels totaling 13 acres in City of Atwater - Western Care Construction.
- Downtown Master Plan – Market Feasibility & Financial Assessment for a 20-year Downtown Plan – Town of Paradise and Urban Design Associates (UDA).
- Camp Fire Wildfire Disaster Technical Analysis of Housing Prospects for Butte, Glenn, & Tehama Counties, North Valley Community Foundation and Fannie Mae.
- Dane County, WI – Bus Rapid Transit Market Demand Study & TOD Analysis for prospective transit stop locations - Center for Neighborhood Technology (CNT) & Capital Area Regional Planning Commission (CARPC).
- Mandeville, LA - Economic Resiliency Plan and Market Study for the Old Mandeville Town Center and Waterfront Park - Duany Plater-Zyberk & City of Mandeville, LA.
- University of California Santa Barbara, Campus Housing Master Plan – Market feasibility analysis and opportunity assessment for a 20-year campus housing plan – Urban Design Associates (UDA) and the University of California Santa Barbara.

**Darlene R. Mata**  
6145 W. Cherry Ave.  
Visalia, California 93277  
(559) 799-2942 Cell  
Darlene@DRMataConsulting.com

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## **SUMMARY OF QUALIFICATIONS**

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- Over thirty years of professional planning experience in California.
- Exceptional problem solving skills and solution driven approach to design and funding.
- Proven outreach and engagement ability to provide bridge between the public and government agencies.
- Highly organized, strong analytic and presentation abilities.

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## **PROFESSIONAL EXPERIENCE**

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**DR MATA CONSULTING, Visalia, California** **October 2006 – Present**  
**Planning Consultant**

Represent a select number of clients in obtaining City or County land use entitlements. Projects include commercial and residential projects in Tulare County and the cities of Visalia, Tulare, Lindsay, Hanford, Reedley and Dinuba.

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**CITY OF HANFORD, HANFORD, CALIFORNIA** **July 2014-December 2022**  
**Community Development Director - RETIRED**

Manage Community Development Department including Planning, Building, Housing, Economic Development, Code Enforcement and Cannabis Divisions. Major accomplishments include the following:

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## **EDUCATION**

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California State University at Fresno Fresno, CA

- B.S., Business Administration in Real Estate and Urban Land Economics

College of the Sequoias Visalia, CA

- Associate of Science Degree in Math and Science

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## **COMMUNITY INVOLVEMENT**

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- City of Visalia Measure N Oversight Committee, Chairperson
- Tulare County Association of Governments, Alternative Member
- Visalia Breakfast Lions / Elks Club



**Joanna Tang, PhD**  
**Santa Barbara Office Manager**  
**Senior Ecologist**



**Education:**

Ph.D., Ecology, Evolution, & Marine Biology, UC Santa Barbara, 2024  
 B.S., Environmental Science & Management, UC Davis, 2017

**Certifications/Permits:**

California Rapid Assessment Method for Vernal Pools

Dr. Tang’s PhD research focused on developing novel restoration techniques for vernal pool wetlands in Santa Barbara County. During her studies, she designed and implemented habitat restoration projects in Santa Barbara County ranging from 5-year vernal pool wetland restoration in a 30-acre site to greenhouse and laboratory experiments testing innovative restoration techniques. These projects included rare plant seed collection and cleaning, native seed sowing, native seed propagation, environmental DNA (eDNA) sampling, hand-weeding, weed whacking, botanical surveys, data analysis, report writing, and conference presentations.

Dr. Tang’s fieldwork experience includes vegetation transect surveys, botanical surveys, and California Rapid Assessment Monitoring (CRAM). She previously worked for local nonprofit restoration organizations, including Grassroots Ecology, the Stanford Conservation Program, and the Cheadle Center for Biodiversity and Ecological Restoration, where she was responsible for field site maintenance, nursery propagation, and school and community education. Her project management experience includes drafting proposals, team management, communicating with collaborators, giving public presentations, performing statistical analyses, and writing reports.



**Henry Hwang**  
**Senior Ecologist**

**Education:**

B.S. Wildlife, Fish and Conservation Biology, UC Davis, 2019

**Certifications/Permits:**

California Rapid Assessment Method for Vernal Pools  
 TE-035336-7 Federal Recovery Permit  
 2081(a)-22-041-V Plant Voucher Collecting Permit

Mr. Hwang’s professional and educational background has focused on the study and conservation of a wide variety of California’s rare and threatened herpetofauna species. His main area of specialization is in the biology and ecology of California’s reptile and amphibian species such as California red-legged frog California tiger salamander (CTS), giant garter snake, and western pond turtle.

Since joining VNLC in 2019, he has gained extensive experience in conducting rare-plant and animal surveys, and habitat assessments throughout California. His fieldwork experience includes visual transect surveys, night spotlighting surveys, dipnetting, seining, vegetation transect surveys, targeted rare plant surveys, wetland delineations, and habitat assessments. Mr. Hwang combines his field expertise with a strong suite of office skills including data management, data analysis, GIS analysis and cartography to produce a variety of reports to support project needs. His responsibilities include communicating with clients and staff, scheduling and preparing necessary resources for field work, conducting surveys, and preparing reports.

# We Can Handle Your Project

## PROJECT APPROACH

*The following approach and vision will address how Melton Design Group and our Team of Experts will serve you and complete your project above expectation. MDG has focused on small to midsized communities throughout California. These communities share many of the same challenges and solutions. We take these projects seriously and are very excited to engage your staff and community to help address your specific challenges and work to create a functional and beautiful recreation and park element.*

Our approach to your project is grounded in our extensive design and planning expertise. Master planning projects requires meticulous attention to detail. Given this, we are very selective about the Master Plan projects we pursue. When we find one that excites us, we approach it with a high level of commitment and passion. We immerse ourselves in the community by engaging key stakeholders, thoroughly researching existing documents and uncovering crucial insights that elevate the Master Plan and set your City up for success. We look toward the future to help create a stronger, more vibrant park experience in Solvang and our approach starts by . . .

### ***DESIGNING WITH THE FUTURE IN MIND!***

This phrase is used in our office almost every day. It pertains to design, operations and opportunities, yes, but it also pertains to our company management and our training. When we can study your community and pencil out your vision, **dreams and imagination can become reality!**

This approach allows us to reverse engineer your community’s recreation and park system, looking at where you want to go first, identifying all the constraints, finding opportunities, coming up with creative and untapped potential and, overall, taking your system to the pinnacle of what it can be. Our approach of looking to the “FUTURE” allows us to clearly strategize and place the goals and objectives into prioritized steps, along with timelines to accomplish it in!

## OUR IMMERSION PROCESS

Our expertise as park specialists begins with understanding how your City can manage its Park Department through smart economics and sound financial planning, all with a focus on long-term operations and maintenance. Recreation is fun, but it should also promote the health and wellness of park users and protect the environment. We visited your parks and the photos below show some of the existing sites and facilities that are working well and others that need improvement.



*Existing Pickleball courts in HCA Park need renovation and, given the popularity, there needs to more courts in the community.*



*There are many existing elements that are in good shape and just need ongoing maintenance, like this picnic area.*



*The town center is the focal point for many community events.*

SACRAMENTO

MELTON DESIGN GROUP, INC.  
CHICO

SANTA BARBARA

We also integrate ourselves amid your users to understand their needs. From there, we analyze City park operations and funding mechanisms, identifying key areas for improvement to ensure long-term success. We assess current park land, resources and opportunities, then provide clear, actionable recommendations to enhance operations and support overall growth. In essence, our approach is simple: we deliver easily implementable solutions that ensure a smooth transition to success.

### **Understanding Local Conditions**

We have extensive experience in the Central Valley, having worked on projects in the region for many years. Currently, we are actively engaged in multiple projects in nearby cities such as Ventura, Fresno, Clovis, Hanford, Patterson, Madera and Hollister. Solvang presents a unique set of opportunities and challenges. Many of your spaces are aging and the tight maintenance budget makes it difficult to keep them updated. The economic realities of Solvang, where the median household income is higher than the state average, further complicates efforts to secure grants for park maintenance and renovation. Our approach to master planning balances the needs of long-standing residents with emerging opportunities, ensuring equitable access to well-maintained parks for all community members.

### **Creating the Master Plan Report**

Creating the Master Plan document itself is ongoing, throughout the process. With each phase, we'll construct more and more of the document, ensuring it is both thorough and easily digestible. This approach allows us to capture ideas and concepts throughout the process and to then refine the plan as new insights emerge, incorporating feedback and data from community outreach and analysis. By the end, the document will provide a comprehensive, actionable blueprint that addresses the City's needs and goals.

### **Engagement and Outreach**

Public outreach is the cornerstone of our master planning process. Our outreach strategy focuses on maximizing public participation, ensuring that residents and stakeholders feel invited to be active participants in the visioning process. The diverse community of Solvang, which includes long-time residents, Santa Ynez Chumash Indians and various cultural groups, will be actively involved through events like workshops, focus groups, community meetings, surveys and pop-up events. By engaging directly with the community, we gather valuable input that shapes the Master Plan, ensuring it reflects the true character and needs of Solvang. The final plan will be deeply rooted in the lived experiences of the community, making it a true representation of their vision for the future. We have developed techniques that maximize the value of outreach:

- **SURVEYS** – In general, surveys generate the most resident participation, often much higher than in-person events. The Team will develop and distribute a targeted online survey that revolves around the strengths and weaknesses of the City's park and recreation facilities and request suggestions that could fill gaps and address concerns. MDG will provide context, exhibits and technical support for this. In the past, we have successfully utilized companies like Konveio and Survey Monkey to facilitate digital surveys.
- **PROJECT WEBSITE** – Utilizing an online engagement platform like Social Pinpoint will allow us to create an all-inclusive informational hub to provide residents with the latest information to engage in the planning process. This will provide progress updates, summarize surveys, collect feedback on interactive maps, utilize virtual sticky-note walls, promote virtual meeting sessions for residents and provide summaries of previous public meetings. Our Team will build and manage the project website, as well as providing content, offering guidance and technical support.
- **STAKEHOLDER WORKSHOP and POP-UP MEETINGS: Local, Personal, One-on-One Engagement** – Stakeholder meetings will involve the City Staff, community and several stakeholder groups including the Advisory Committee, Planning Commission, City Council and Recreation and Parks Commission. It is critical to get all constituents involved in the project as much as possible. These workshops can be virtual or in person to ensure all needs are catered to. It is important to engage the public and ask important questions to determine and solidify the consensus of the general public. With MDG being

located in Santa Barbara, we have the ability to experience firsthand how users interact in the parks and public spaces.

### Needs Assessment

After community outreach, we will perform a thorough needs assessment to identify both current and future needs. This includes analyzing demographic data, land use patterns and existing infrastructure to ensure the Master Plan addresses the existing needs of your community while preparing for future growth.

### Feasibility Studies

We will conduct feasibility studies to evaluate the viability of proposed elements within the Master Plan, considering environmental impact, economic feasibility and regulatory compliance. This includes evaluating demographics, forecasting participation levels and understanding how growth will impact park demand, revenue and costs. The emphasis will be placed on in-depth cost analysis, revenue generation and funding strategies, particularly regarding the Capital Improvement Plan and future financing. By collaborating with engineers and specialists, we ensure the Master Plan remains practical, with clear, actionable strategies for implementation.



*MDG will assess all the current uses and cross reference with the direct outreach and surveying we will perform throughout the community engagement.*

### Analyzing Costs and Comparisons

We will accurately analyze the costs associated with various programs (such as class fees, equipment rentals, pool fees and facility rentals) and compare them to similar cities. While a detailed examination of every program could be time-consuming, a manageable approach would be to focus on analyzing Level of Service (LOS) figures, such as the number of acres per 1,000 people or ballfields per 1,000 people. Gathering this data will involve sourcing published information and making additional inquiries. The needs and wants component will largely depend on community outreach conducted by MDG.

### Maximizing Budget Efficiency

To maximize the budget, an in-depth analysis of existing park conditions, replacement costs and consideration of rehabilitation versus replacement of facilities and infrastructure will be essential. This analysis will include evaluating operating efficiencies, such as staffing utilization, program cost versus revenue generation, equipment obsolescence and outdated technologies. Setting realistic expectations for the depth of analysis required and determining the best resources to address these areas is crucial. While some time is allocated for interviewing staff on costs and programming, additional review of equipment, park facilities and technology deficiencies may need to be strategically integrated into the plan.

### Master Plan Documentation

Once the needs assessment has been analyzed, we compile all the newly collected data and incorporate it into the comprehensive Master Plan document. This document includes detailed plans, renderings, cost estimates and an implementation strategy and will serve as a blueprint for future development. The Master Plan will be reviewed by stakeholders to incorporate any final feedback before producing the final version. This document will guide future decision-making, ensuring that the vision for Solvang’s parks and recreation facilities is realized over time.

## Implementation Strategy and Phasing

The final phase involves developing an implementation strategy that outlines the steps necessary to bring the Master Plan to life. This includes creating a phasing plan, identifying potential funding sources and establishing tentative timelines for each project element. We will provide ongoing support during the implementation phase, monitoring progress to ensure alignment with the Master Plan and adjusting as needed to achieve the desired outcomes. This process will be integrated with the general plan approach.

## ISSUES and OPPORTUNITIES

### Current Issues and Constraints

In Solvang, the condition of your park and recreation facilities are shaped by two interdependent factors: funding and maintenance. Limited funding restricts the ability to adequately maintain parks, leading to aging infrastructure and deteriorating amenities. This creates a cycle where poorly maintained parks fail to attract visitors and community engagement, further compounding the issue. However, addressing these challenges presents an opportunity to transform Solvang's parks into vibrant destinations that enhance the City's appeal. Parks should not only complement Solvang's reputation as a premier destination but also stand out as destinations on their own, with unique identities and theming just as charming as the City's identity. Improvements in funding and maintenance can create a positive feedback loop, revitalizing parks and inviting both community and regional use.

1. **Funding** – We understand that your TOT tax provides a large amount of the funding for the City. Additional funding is essential for maintaining and enhancing parks and implementing sustainable practices. With Solvang having a loss of population from 2020 to 2024 (from 5,814 to 5,663) and a nearly flat population change from 2022 to 2024 (5,658 to 5,663) it is imperative that the new 2045 General Plan and 2031 housing element produce more core growth that may stimulate the local economy.
2. **Operations and Maintenance** – Consistent park maintenance ensures quality, safety and usability while promoting vibrant, inviting spaces. Prioritizing maintenance through strategic budget planning and additional funding options in the form of special taxes and using the parks as income source, will help maintain Solvang's parks as cherished destinations. Expansion of services is challenging in an environment of rising annual operations and maintenance costs so the public infrastructure will be challenged.
3. **Tourism and Destination** – Solvang's parks have the potential to become standalone destinations, enriching the City's appeal to visitors while providing valuable amenities for residents. By focusing on modern amenities, unique features and enhanced accessibility, the parks can offer experiences that attract both locals and tourists, strengthening their role as integral parts of Solvang's identity as a premier destination.
4. **Provide for the Local Residents** – With a population that is very proud of their City, it is important that we look at the recreation and parks to serve local residents first, then target the use of parks for tourism and revenue generation.

### Opportunities and Innovation

The primary challenge lies in securing adequate funding. By developing new revenue-generating opportunities, additional resources outside the annual budget can be allocated towards maintenance. This increase in the maintenance budget can initiate a positive cycle where well-maintained parks attract more visitors and create lasting value for the community. Other suggestions we have include:

1. **Explore Alternative Funding Sources** – Look beyond the traditional budget by tapping into grants, public-private partnerships, or local sponsorship opportunities to fund park maintenance, renovations and improvements. Additionally, using public park land to lease or plan events that will bring in income from the locals. Tourism can further contribute to the annual income.

- Life-Cycle Cost Analysis** – Assess the annual maintenance budget for each park with a forward-looking approach to manage your resources, accounting for projected costs over the next 20 years. This analysis will consider potential increases in maintenance needs due to aging infrastructure, anticipated repairs and the introduction of new facilities or amenities. By identifying long-term cost trends, we can help prioritize investments, optimize resources and ensure that each park remains financially sustainable and well-maintained for the foreseeable future.
- Special Tax or Bond Measures** – Explore the possibility of implementing special taxes or bond measures dedicated to parks and recreation, ensuring a consistent source of funding for future improvements.
- Revenue-Generating Amenities (Return on Investment)** – Consider installing features like concession stands, event spaces or rental facilities that generate income to help sustain ongoing maintenance costs. For example, renting out a sports facility or community center to local clubs to host sports tournaments would help increase traffic from visitors.
- Identify Facility Deficiencies to Create Destinations** – Assess existing recreation facilities to identify deficiencies and make updates that attract both local and regional visitors. For example, if a sports field complex lacks seating, lighting or restrooms, it may not be suitable for hosting tournaments. Adding these amenities can transform the facility into a more attractive venue for community events, revenue-generating activities and potential rentals by large companies or sports associations for high-profile tournaments.
- Health and Wellness** – The importance of health and wellness in your parks is a key focus for us. We incorporate this framework into our assessment to evaluate your existing parks and the level of wellness they offer within your open spaces. Our goal is to ensure your recreation facilities can be warm, welcoming and centered on promoting health and well-being. The matrix below allows us to score your community and to provide programs to enhance the health of your community. We then use this document to attract funding from County Health Departments and local hospitals!

Butte County Parks Assessment			Physical Health			Mental Health		Child Development			Social Connection				
Park	Location	Description	Walking path	Recreation Courts and fields	Climbing Structure	Reflexology Trail	Interpretive Guides	Water Play	Nature/Loose Parts Play	Risk Play/Balance Elements	Rolling Hills	Gathering/Picnic Area	Covered Structure	Programs	Dog Friendly
Chapman	Chico	Neighborhood Park	✓	✓		✓		✓				✓	✓		
Rotary Centennial	Chico	Neighborhood Park	✓	✓	✓				✓	✓	✓	✓			
Baroni	Chico	Neighborhood Park	✓	✓	✓							✓			
Hancock	Chico	Neighborhood Park	✓	✓											
Hartley	Chico	Neighborhood Park	✓	✓								✓			
Rotary	Chico	Neighborhood Park	✓	✓	✓							✓			
Emerson	Chico	Neighborhood Park	✓	✓	✓					✓		✓			
Husa Ranch	Chico	Neighborhood Park	✓	✓	✓							✓			
Oak Way	Chico	Neighborhood Park	✓	✓	✓							✓			
Peterson	Chico	Neighborhood Park	✓	✓								✓			
Indigo	Chico	Neighborhood Park	✓	✓											✓
Degarmo	Chico	Community Park	✓	✓	✓							✓	✓	✓	
Sycamore	Chico	Community Park	✓	✓											
Community	Chico	Community Park	✓	✓	✓							✓	✓		
Hooker Oak	Chico	Community Park	✓	✓	✓				✓			✓	✓	✓	

Assessment Matrix of Butte County Parks

- Accessibility and Inclusion** – “Total access” is a safe and open space area designed to allow people of all ages, abilities and communities to play together. Together with inclusive playgrounds, these spaces break down barriers to play, both physically and socially, so that children of all ages have an equal opportunity to play.
- Identity and Theming** – The development of identity and theming in our parks and open spaces shares important knowledge, history and cultural expressions of a community. We feel the identity of a community comes from the people, their actions and beliefs. These people create the culture of your

community and it's that culture that shapes the identity and represents who you are; the history, arts, traditions, social interactions, cultural memory and 'Sense of Place.' We like to capture that culture and share it in the form of design, art, educational elements and monuments that will be cherished.

## CONCLUSION

### **We can help enhance your recreation potential.**

Our approach to master planning is both comprehensive and community-focused and we see in Solvang a lot of potential. By engaging with the community, understanding local conditions and conducting thorough assessments, we will create a Master Plan that is visionary yet practical. The final plan will not only address the current needs of Solvang and surrounding cities, but also lay the groundwork for defining a sustainable and vibrant future, ensuring that the parks and recreation facilities continue to serve the community for generations to come.

## *WE ARE READY TO DESIGN WITH YOUR FUTURE IN MIND*



*Unique Theming of the Hans Christian Andersen Park Gateway*

# The Path to Success

## SCOPE OF WORK

The following is an outline of the proposed scope of work to take your project from start to finish.

### TASK 1 – ESTABLISH PLAN VISION, GOALS and OBJECTIVES

We feel the project launch sets the tone for a successful project. The prime consultant brings the key players together to identify project goals and a clear plan forward.

- 1.1 Meet with the Client and Team to kick-off the project, discuss the scope of work and specific needs for the project and the community.
  - Confer with key stakeholders, including community groups, City officials and relevant organizations to ensure their input is integrated into the project vision.
- 1.2 Ongoing project coordination and regular project meetings throughout the project to ensure seamless collaboration.
- 1.3 Create a project schedule with specific milestones and deliverables throughout the project for all tasks.
- 1.4 Perform Quality Assurance and Quality Control throughout project.
- 1.5 Research and become familiar with all elements of the existing 2004 Master Plan.
- 1.6 Confirm project boundaries and recreation areas to be included in the Plan.
- 1.7 Develop program of elements that prioritizes Client's needs and wants.
  - Review ideas and gain a complete understanding of the project.
  - Discuss all possible opportunities and study constraints directing the project.
  - Incorporate themes of sustainability, inclusion, environmental stewardship, fire safety, park and facility maintenance vs. operation, preservation and historical and cultural character.
  - Consider future trends and planning best practices for use of public space for recreation, active transportation, open space and community building.
  - Explore future needs for recreation, wellness and community engagement, identifying actionable projects to prioritize over the next 10-15 years.
- 1.8 Develop an implementation plan that will identify the key actions and priorities for the City to move forward, including key milestones and recommendations for the 10-15 year plan.

#### DELIVERABLES:

- ◆ Kick-off Meeting with Client and Team
- ◆ Schedule with Completion Milestones
- ◆ Periodic Status Reports to the Client
- ◆ Implementation Plan

### TASK 2 – EVALUATE EXISTING FACILITIES and CONDUCT ECONOMIC ASSESSMENT

Team MDG will do a deep dive into researching all existing plans and documents, as well as assessing all recreation sites in order to properly understand the full picture of the recreation opportunities Solvang has to offer. The goal of the economic analysis is to identify unique insights and develop innovative funding strategies that align with the City's priorities

- 2.1 Review Existing Documents – Research all available records and existing planning documents relevant to the Parks and Open Space system and recreational offerings.
  - Review existing documents and plans that may be incorporated into the Parks and Recreation Master Plan, including but not limited to: *City's 2040 General Plan, 2004 Parks & Recreation Master Plan and the City of Solvang Budget Book and Master Fee schedule.*
  - Collect financial status information from the City.
  - Compile data on safety, traffic, crime and unauthorized overnight park use.

- Identify elements of plans and programs to build upon.
- Review and update existing design guidelines, standards and policies for the development of future parks.

2.2 Economic Assessment – Assess historical City budgets, funding allocations and revenue sources for the Parks and Recreation department to inform long-term budgeting strategies. Analyze maintenance budgets and costs for each park and evaluate maintenance and operations to identify economic performance and budgeting improvement opportunities.

- Evaluate historical data on operations and maintenance costs to analyze trends and identify cost savings.
- Identify potential new funding streams, including grants, public-private partnerships and community-based initiatives to enhance financial sustainability.

2.3 Site Visit and Analysis – Conduct site visits of all existing parks, trails, waterways, open spaces, athletic fields and facilities and community centers, including facilities shared with the local school districts, to verify and update existing conditions data. This information will help build the foundation of the Master Plan.

- Study all site elements and view aerial footage.
- Use advanced survey drone technology to capture high-quality aerial footage and photographs to confirm current conditions across all project locations.
- Confirm utilities and drainage locations on existing utility maps and onsite.
- Consider the capacity of each amenity as well as their functionality, accessibility, condition, comfort and convenience.

2.4 Assess and Inventory – Review collected data and create a report summarizing existing conditions and amenities of all parks.

- Inventory and assess all recreation facilities based on amenities, functionality, inclusive, accessibility, condition, comfort, convenience, theming, wellness and other relevant criteria.
- Identify gaps between local agency plans, programs and areas where elements and facilities can be enhanced regarding recreation and open space within the City.



2.5 Opportunities Analysis – Evaluate areas for improvement as well as undeveloped or proposed park and open space areas. Determine connection opportunities with adjacent parks and open spaces.

- Discuss opportunities and constraints of existing and proposed facilities.
- Evaluate land acquisition opportunities and the future development of parks, trails, open spaces and recreation facilities.

**DELIVERABLES:**

- ◆ Report Summarizing Existing Conditions and Opportunities

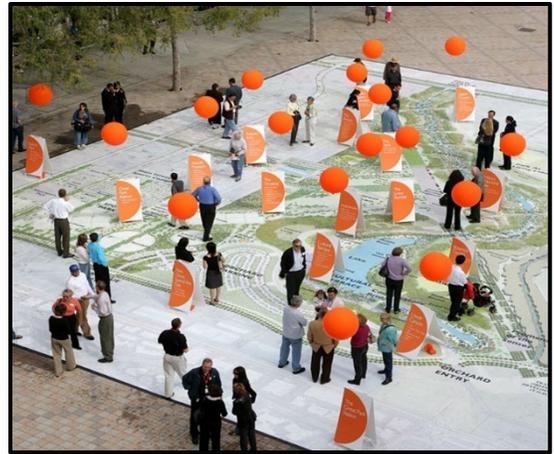
**TASK 3 – PUBLIC OUTREACH and COMMUNITY ENGAGEMENT**

Team MDG works with the Client and the Community through Outreach Events, in a collaborative process to first identify their needs and wants, then to create a prioritized program that best represents these. This phase includes multiple opportunities and elements to provide an engaging process for all involved.

3.1 Community-Wide Survey – Conduct a community-wide survey through multiple outreach channels to assess community priorities and degree of satisfaction with current amenities and offerings. Survey results will be analyzed citywide and per neighborhood.

- Outreach channels include but are not limited to online surveys, stakeholder focus groups, community events, pop-up sites and neighborhood meetings.
- Attend and facilitate a minimum of three (3) pop-up outreach events.
- Review and summarize survey results.

- 3.2 Analyze correlations between various groups and park amenity use. Identify potential improvements.
- 3.3 Prepare Outreach Materials – Create multiple avenues for public engagement in the project.
  - Provide handouts, fliers and other outreach materials to invite the public to engage with the project.
- 3.4 Community Engagement – Lead and facilitate community outreach meetings (public workshops, community meetings onsite site walks, pop-up events, etc.) by preparing and delivering presentations to engage participants and gather valuable community input. Some of these meetings can be held onsite at existing parks to better immerse participants in the collaborative outreach process.
  - Four (4) work group meetings.
  - Three (3) focus group meetings.
  - Minimum of one (1) City Council meeting.
- 3.5 Project Website – Manage an online engagement tool to share ideas with community members and keep them apprised of updates, incorporating tools such as interactive maps, surveys, comment forms, etc.
  - Create and maintain content for the City’s project website with periodic updates.
- 3.6 Meet with Client and other key stakeholders to assess park conditions, understand community issues and vet recommendations.



**DELIVERABLES:**

- ◆ Online Public Input Questionnaire and a Summary of Input Received
- ◆ Project Website, Content and Periodic Updates
- ◆ Public Workshop and Meeting Materials

**TASK 4 – CONDUCT and PUBLISH NEEDS ASSESSMENT**

In this process, we will conduct more detailed studies of all existing park and recreation facilities to guide informed decision-making for future improvements.

- 4.1 Comparative Analysis – Perform a comparative analysis of the parks system with similar communities.
- 4.2 Analyze Current vs. Future Park Usage Projections – Analyze the park system usage, needs and interests of the community today and projecting for the next 15 years, based on anticipated demographic, economic and sociologic changes.
  - General Plan growth projections and level of service standards will provide some of the framework for this analysis. Review recent planning permit project status lists to identify areas with current development. Use City’s registration data for recreational programming statistics.
- 4.3 Park Usage Study – Conduct a study on the usage of each park to highlight park types and which parks get more use from Solvang residents. Identify unique park characteristics and annual usage percent by visitors and locals.
  - Analyze demographic data to ensure the needs assessment considers the diverse population.
- 4.4 Identify emerging trends and needs from national and regional studies, regional collaborations and stakeholder input. Leverage annual tourism to enhance and expand economic opportunities for Solvang residents while strengthening collaboration with Santa Ynez communities.
- 4.5 Evaluate Santa Ynez Valley Trail Concept for options and opportunities to implement more trails for biking, hiking and equestrian use into the Master Plan.
- 4.6 Incorporate Technology and Art – Seek opportunities for the incorporation of technology and art in non-traditional ways to enhance existing and new amenities.
- 4.7 Enhance Inclusion – Seek opportunities to enhance inclusion and accessibility at existing and new recreation sites.

**DELIVERABLES:**

- ◆ Gap Analysis Report Consolidating Findings of Needs Assessment

**TASK 5 – ANALYZE NEEDS and ECONOMIC ASSESSMENT, MAKE RECOMMENDATIONS**

In this phase, Team MDG will evaluate the needs assessment to develop targeted recommendations for improvement projects, facility modifications and new opportunities, ensuring alignment with the project goals.

- 5.1 Improvement Projects – Document goals and criteria for evaluating and prioritizing recommended projects to achieve stated goals. This may include community impact, cost-effectiveness, alignment with City goals and ease of implementation.
- 5.2 Recommend Modifications to Existing Facilities – Identify and prioritize modifications to existing parks, fields and open space systems, incorporating the existing conditions and costs of all recommended modifications.
- 5.3 Acquisition Opportunities – Identify and prioritize opportunities for acquisition and/or development of new park and recreation spaces.
- 5.4 New Programs – Identify and prioritize implementation of new programs and/or projects in existing or new parks and facilities, especially those that provide an opportunity to partner with local sponsors.
- 5.5 New Policies – Identify new or modified Citywide and specific park, field and open space policies, standards or guidelines.
- 5.6 Funding and Budget Opportunities and Recommendations – Propose funding strategies to enhance the maintenance fund for park and recreation facilities, including a 10–15-year improvement plan with a maintenance assessment. Evaluate facility rental usage, fee schedules and park programming with comparisons to other communities to recommend increased programming, expanded opportunities and revenue growth.
  - Analyze cost-saving opportunities and operational efficiencies to optimize resource allocation without compromising service quality.
  - Provide efficiency recommendations and financial sustainability to streamline current operations including potential adjustments to maintenance practices.
  - Include an analysis of the long-term financial sustainability of the parks system, considering the costs of ongoing maintenance, operations and necessary upgrades.
- 5.7 Analyze the impacts of Measures U and E on current and future department funding opportunities. Make key recommendations for the allocation of available funds to specific recreational assets to improve and expand the community’s facilities while leveraging opportunities to increase revenues.



**DELIVERABLES:**

- ◆ Report Summarizing Existing Conditions, Needs and Economic Assessments and Recommendations

**TASK 6 – FINALIZE IMPLEMENTATION PLAN**

This task involves refining the implementation strategy with Client Staff to detail scheduling, costs and funding sources, creating a clear roadmap to achieve the Master Plan’s vision.

- 6.1 Draft Master Plan Document – Develop a detailed, phased implementation program with short-term wins and long-term sustainability, incorporating stakeholder feedback, cost estimates and potential funding sources.
  - Assemble all elements of the Master Plan, including existing conditions analysis, public outreach results, needs assessments, recommendations and implementation strategies, into a cohesive well-organized document.
  - Provide draft of Master Plan Document to Client for internal review and input. Facilitate meetings as needed to discuss feedback and clarify any concerns or questions.

- Incorporate feedback and revisions to ensure accuracy, clarity and alignment with project goals.
- 6.2 Provide estimates of annual costs (capital, operating, maintenance and replacement) and funding strategies and recommendations.
- 6.3 Finalize Master Plan Document – Prepare the final version of the Master Plan, ensuring it reflects the project vision and provides a clear roadmap for implementation over the next 5, 10 and 15 years.
- Conduct a final review meeting with Client Staff to ensure all feedback has been incorporated and the document is ready for submission.
- 6.4 Submission and Presentation – Submit the finalized Master Plan document to the Client and present to the City Council for approval.
- 6.5 Post-Finalization Support – Provide support for additional questions, clarifications or minor revisions that may arise after the submission of the final document. Offer guidance on the initial steps of implementation, ensuring a smooth transition from planning to action.

**DELIVERABLES:**

- ◆ Administrative Draft of the Solvang Parks and Recreation Master Plan Document, hard copies and electronic copies, PDF format.
- ◆ Final Draft of the Master Plan Document hard copies and electronic copies, PDF format.

**(OPTIONAL) TASK 7 – ENVIRONMENTAL ASSESSMENT (CEQA) BY VOLLMAR NATURAL LAND CONSULTING**

**7.1 PROJECT PLANNING**

- Vollmar Natural Land Consulting (VNLC) and Melton Design Group will assess how the City’s existing plans and policies, including the goals in the general plan, may impact environmental resources in order to prioritize those resource areas during surveys.
- Review existing data, including park inventories, community needs assessments and any previous environmental documentation and determine gaps in information.

**7.2 BASELINE INVENTORY**

- VNLC staff will conduct a baseline inventory of environmental resources at Alisal Commons, Creekside Open Space, Hans Christian Andersen Park, Kronborg Open Space, Lot 72/Duff Mesa, Solvang Park, Sunny Fields Park and the xeriscape garden to evaluate existing park and open space conditions.
- Conduct thorough habitat, botanical and wildlife surveys of each site to gather information on species populations, presence of special-status species and habitat quality. VNLC proposes inventorying the following species groups: plants, aquatic invertebrates, terrestrial invertebrates, amphibians, reptiles, mammals and birds. The timing and methods of surveys for each group will greatly influence the number and abundance of species encountered. VNLC will conduct surveys at a time and using methods that we feel will allow the most thorough and accurate detection of species within each group. This will involve multiple visits to each site throughout the year:
  - Plants: Three (3) rounds of visual plant surveys corresponding with early spring, peak spring and summer blooming periods.
  - Aquatic invertebrates: Three rounds of surveys in mid-winter, mid-spring and mid-summer, using a combination of visual and dip-net surveys.
  - Terrestrial invertebrates: Three (3) rounds of surveys in early spring, mid-spring and mid-summer corresponding to peak activity period for various invertebrate groups, using a combination of insect traps, netting, soil and rock turning, and other methods deemed appropriate for the site.
  - Amphibians: Four (4) rounds of amphibian surveys including visual surveys for adult amphibians in mid-winter and late winter, egg mass surveys within creeks in late winter and larval surveys and adult frog and toad surveys within creeks in late spring and mid-summer, using a combination of visual surveys under leaf litter, downed wood and other cover for terrestrial adults, day visual and night spotlight (eyeshine) surveys for adult frogs and toads in the creek and visual and dip-net surveys for egg masses and larvae.

- Mammals: Two (2) rounds of surveys in mid-spring and mid-summer, using a combination of visual surveys, burrow identification, camera stations and track plates.
- Birds: Three (3) rounds of visual surveys in mid-winter, mid-spring and mid-summer.
- This information will be used to identify in-tact sensitive resources as well as degraded resources that would benefit from increased management in order to fulfill the environmental quality goals stipulated in the general plan (e.g., ENV-3.1 Natural Resource Protection, ENV-3.5 Preserve Creek Corridors). This baseline inventory will also be used to assess opportunities for the City to integrate its biological resources with regional open space and will be used to incorporate themes of sustainability, inclusion, environmental factors, fire safety, preservation and historical and cultural character in the Master Plan.

### 7.3 **DEVELOPMENT OF NEEDS and GOALS FOR MASTER PLAN**

- VNLC will work with Team MDG to develop needs and goals for the management of the inventoried biological resources. This will include management plans for any special-status species as well as community outreach to identify community needs and priorities for the use of parks and open spaces. This will also include outreach and research to determine options and opportunities for integration into the proposed Santa Ynez Valley Trail concept, i.e., hiking, biking and equestrian activities throughout the City's parks and open spaces.

### 7.4 **INITIAL STUDY OF MASTER PLAN**

- As goals, objectives, strategies, policies and projects for the Master Plan are developed, VNLC will assess how any actions may impact environmental resources. This information will be developed into a tailored CEQA strategy focused on preparing an Initial Study (IS) for the Master Plan adoption. This strategy will include a checklist of potential impacts, CEQA mitigation requirements and permit conditions that apply to policies or projects stipulated in the master plan. A draft will include the following components:
  - Detailed project description of the Master Plan.
  - Environmental setting and baseline conditions.
  - Analysis of potential environmental impacts and identification of mitigation measures where applicable.
  - Explanation of why impacts are less than significant or can be mitigated to less-than-significant levels.
- Prepare and distribute the Notice of Intent (NOI) to adopt the IS, ensuring compliance with CEQA public noticing requirements, such as distributing notices to responsible agencies, interested parties and the state clearinghouse.
- Facilitate the 30-day public review period for the draft IS and provide support in managing public comments, including tracking submissions and summarizing key concerns. Review and respond to comments received during the public review period, incorporate feedback and prepare the final IS for City review and adoption.

# Across the Finish Line

## PROJECT SCHEDULE

### CITY OF SOLVANG Parks and Recreation Master Plan

MDG will issue invoices upon the completion of project milestones as outlined, which will be sent to the designated billing department within the City of Solvang. Payment terms are net 30, meaning full payment is due within 30 calendar days from the date of the invoice. Timely payments ensure the smooth continuation of services and adherence to the project schedule. Please reach out to Office Manager/Controller, Teresa Walsh, with any billing questions or concerns.

TASK DESCRIPTION	DATE / WEEKS OF WORK
<b>AWARD OF CONTRACT</b> Scheduling of events, site visits, staff and stakeholder meetings will be spaced to work with both project schedule, special events and staff/ commission meetings. Actual timespans don't represent hours of labor estimated. Also, the scope and dates overlap as multiple consultants will be working on the project at one time.	January 27 <sup>th</sup> , 2025
<b>1. TASK 1 – ESTABLISH PLAN VISION, GOALS and OBJECTIVES</b> <ol style="list-style-type: none"> <li>1. Kickoff Meeting with Client and Team</li> <li>2. Regular Project Coordination and Meetings (Monthly-TBD)</li> <li>3. Create and Update Project Schedule with Milestones and Deliverables</li> <li>4. Perform Quality Assurance and Quality Control Throughout Project</li> <li>5. Research Existing Master Plan</li> <li>6. Confirm Project Boundaries and Recreation Areas to Include in Plan</li> <li>7. Develop Program of Elements and Prioritize Client's Needs</li> <li>8. Develop an Implementation Plan</li> </ol>	(16 weeks) February 10 <sup>th</sup> 2025    Throughout Project
<b>2. TASK 2 – EVALUATE EXISTING FACILITIES and CONDUCT ECONOMIC ASSESSMENT</b> <ol style="list-style-type: none"> <li>1. Review Existing Documents and Records</li> <li>2. Economic Assessment Current Maintenance / Operation Program</li> <li>3. Site Visit and Analyze All Recreation Sites</li> <li>4. Assess and Inventory Collected Data and Create Summary Report</li> <li>5. Analyze Opportunities for Improvement</li> </ol>	(16 weeks) April 2025  
<b>3. TASK 3 – PUBLIC OUTREACH and COMMUNITY ENGAGEMENT</b> <ol style="list-style-type: none"> <li>1. Conduct a Communitywide Survey (March – April 25)</li> <li>2. Analyze Park Amenity Use and Identify Improvements</li> <li>3. Prepare Public Outreach Materials</li> <li>4. Facilitate Public Workshops and Pop-up Events (Feb / April / June)</li> <li>5. Manage Project Website, Generate Content and Provide Updates</li> <li>6. Meet with Client to Assess Park Conditions and Community Issues</li> </ol>	
<b>4. TASK 4 – CONDUCT and PUBLISH NEEDS ASSESSMENT</b> <ol style="list-style-type: none"> <li>1. Comparative Analysis of the Parks System with Similar Cities</li> <li>2. Analyze Current vs. Future Park Usage Projections</li> <li>3. Park Usage Study with Popularity and Demographic Data/Graphics</li> <li>4. Identify Emerging Trends and Needs from Studies and Public Input</li> <li>5. Evaluate Santa Ynez Valley Trail Concept for Implementation</li> <li>6. Seek Opportunities to Incorporate Technology and Art in Facilities</li> <li>7. Seek Opportunities to Enhance Inclusion in Facilities</li> </ol>	September 2025

**5. TASK 5 – ANALYZE ALL ASSESSMENTS and CREATE RECOMMENDATIONS**

1. Document Goals and Improvement Recommendations
2. Identify and Prioritize Modifications to Existing Facilities
3. Identify and Prioritize Acquisition Opportunities
4. Identify and Prioritize Implementation of New Programs
5. Identify New or Modified Recreation Policies, Standards, Guidelines
6. Funding and Support Recommendations for Maintenance Funding
7. Analyze the Impacts of Measures U and E

**DRAFT MASTER PLAN SUBMITTAL**

1. Submit and present Draft plan to staff and commission
2. Meet and review and gain comments for final revision

**6. TASK 6 – FINALIZE IMPLEMENTATION and MASTER PLAN**

1. Establish Detailed Master Plan
2. Provide Estimates of Annual Costs
3. Prepare Final Version of Master Plan
4. Submit and Present Final Master Plan
5. Guidance on Master Plan Implementation

**MASTER PLAN COMPLETE!**

1. Final Draft to be submitted and presented

**7. (OPTIONAL) TASK 7 – ENVIRONMENTAL ASSESSMENT (CEQA)**

1. Project Planning
2. Baseline Inventory
3. Development of Needs and Goals for Master Plan
4. Initial Study of Master Plan

**8. (Optional) Task 8 – MASTER PLANS and COST FOR EXISTING PARKS**

(10 weeks)

September 2025



January 2026



Jan. – Feb. 2026

March 2026

*In Tandem with other tasks, if requested.*

*In Tandem with other tasks, if requested.*

# Let Our Clients Do the Talking

## REFERENCES

The following are select references from clients we have strong relationships with.

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**City of Fresno, Public Works Department**  
**Summer Rooks, Capital Projects Administrator**  
(559) 621-2900 [Summer.Rooks@fresno.gov](mailto:Summer.Rooks@fresno.gov)

2600 Fresno Street, Suite 4016, Fresno, CA 93721

**Projects:** Radio Park  
Quigley Park  
Armstrong-Hamilton Tot Lot

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**Chico Area Recreation District**  
**Annabel Grimm, General Manager**  
(530) 895-4711 [AGrimm@chicorec.com](mailto:AGrimm@chicorec.com)

545 Vallombrosa Avenue, Chico, CA 95928

**Projects:** CARD Parks and Recreation Master Plan Update  
Rotary Centennial Park (Collaborated with Chico Rotary)  
Chapman Park  
CARD Rose Garden and Event Facility

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**City of Patterson**  
**Tiffany Rodriguez, Deputy Director of Engineering**  
(209) 895-8075 [TiRodriguez@ci.patterson.ca.us](mailto:TiRodriguez@ci.patterson.ca.us)

1 Plaza Circle, Patterson, CA 95363

**Projects:** Centennial Park

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**Sunrise Recreation and Parks District**  
**Kevin Huntzinger, District Administrator**  
(916) 725-1585 [KHuntzinger@sunriseparks.com](mailto:KHuntzinger@sunriseparks.com)

7801 Auburn Boulevard, Citrus Heights, CA 95610

**Projects:** Sunset Whitney Recreation Area Master Plan

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**City of Wheatland**  
**Jim Goodwin, City Manager (now with Town of Paradise)**  
(530) 872-6291, ext. 160 [JGoodwin@townofparadise.com](mailto:JGoodwin@townofparadise.com)

111 C Street, Wheatland, CA 95692

**Projects:** Wheatland Pool Complex Feasibility Study  
Park Place Park (Spruce Park) Renovation  
Proposition 68 Grant

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**CONSULTANT FEE - HOURLY BREAKDOWN PER MILESTONE TASK**  
 The following fee estimate is a strategy and breakdown of hours proposed per task with a **not-to-exceed fixed fee** based on the attached **HOURLY FEE SCHEDULE**. We honor these numbers below with the scope attached as a fixed fee. If elements of the scope change, there will be a deduction or addition that will be established and put in writing and approved. The attached **FEE SCHEDULE** will be the **COST BASIS** for all variable costs that come into play or if significant elements are added to the project. The costs will be broken down hourly per task; MDG will negotiate a final cost of services based on hours and expenses of the project. **This scope is based on MDG interpretation of the Scope and RFP. MDG recommends if selected, we review the scope and fees to gain clear understanding of final scope and fees so they meet the City's needs.**

**COST PROPOSAL**  
**UPDATE 1/21/25**



**City of Solvang Parks and Recreation Master Plan**  
**Project Team Hours Per Task**

Task	Description	MDG Principal Landscape Architect		MDG Project Manager		MDG Recreation Coordinator		MDG Program Specialist		MDG Production Specialist		MDG Administration		DR Mata Senior Planning Specialist		Peloton R&E Economic Analyst		Sub Totals		Totals
		Hours	\$210	Hours	\$170	Hours	\$130	Hours	\$120	Hours	\$115	Hours	\$100	Hours	\$195	Hours	\$120	Hours	Fees	
<b>1</b>	<b>ESTABLISH PLAN VISION, GOALS and OBJECTIVES</b>																			<b>\$47,960</b>
1.1	Kickoff Meeting with Client and Team	5	\$1,050	6	\$1,020	6	\$780		\$0		\$0	6	\$600	4	\$780	4	\$460	31	\$4,690	
1.2	Regular Project Coordination and Meetings Throughout Project	15	\$3,150	56	\$9,520		\$0	6	\$720	16	\$1,840		\$0	4	\$780	8	\$920	105	\$16,930	
1.3	Create Project Schedule with Specific Milestones and Deliverables	1	\$210	6	\$1,020	4	\$520		\$0		\$0	2	\$200	1	\$195	2	\$230	16	\$2,375	
1.4	Perform Quality Assurance and Quality Control throughout project	3	\$630	8	\$1,360	6	\$780		\$0		\$0	6	\$600	8	\$1,560	4	\$460	35	\$5,390	
1.5	Research Existing Master Plan/ General Plan	5	\$1,050	16	\$2,720	10	\$1,300	4	\$480	2	\$230		\$0	2	\$390	8	\$920	47	\$7,090	
1.6	Confirm Project Boundaries and Recreation Areas to Include in Plan	2	\$420	2	\$340	5	\$650		\$0	1	\$115		\$0		\$0	2	\$230	12	\$1,755	
1.7	Develop Program of Elements and Prioritize Client's Needs and Wants	7	\$1,470	12	\$2,040	4	\$520	4	\$480	2	\$230		\$0	2	\$390	2	\$230	33	\$5,360	
1.8	Develop an Implementation Plan	6	\$1,260	8	\$1,360	8	\$1,040	4	\$480	2	\$230		\$0		\$0		\$0	28	\$4,370	
<b>2</b>	<b>EVALUATE EXISTING FACILITIES and CONDUCT ECONOMIC ASSESSMENT</b>																			<b>\$27,520</b>
2.1	Review Existing Documents and Research All Existing Records and Planning Documents	4	\$840	10	\$1,700	4	\$520	2	\$240	2	\$230	2	\$200	4	\$780	8	\$920	36	\$5,430	
2.2	Conduct an Economic Assessment of Current Maintenance/Operation Program	3	\$630	4	\$680	6	\$780	4	\$480	10	\$1,150		\$0	4	\$780	16	\$1,840	31	\$6,340	
2.3	Site Visit and Analyze All Recreation Sites	3	\$630	4	\$680	2	\$260	2	\$240	14	\$1,610		\$0	4	\$780	4	\$460	29	\$4,660	
2.4	Assess and Inventory Collected Data to Create a Report Summarizing Existing Conditions	2	\$420	8	\$1,360	4	\$520	2	\$240	10	\$1,150		\$0	8	\$1,560	16	\$1,840	34	\$7,090	
2.5	Analyze Opportunities for Improvement	2	\$420	4	\$680	2	\$260	4	\$480	4	\$460		\$0	4	\$780	8	\$920	20	\$4,000	
<b>3</b>	<b>PUBLIC OUTREACH and COMMUNITY ENGAGEMENT</b>																			<b>\$32,005</b>
3.1	Conduct a Community-Wide Survey to Assess Community Priorities	2	\$420	8	\$1,360	12	\$1,560	8	\$960	14	\$1,610	2	\$200	2	\$390	2	\$230	50	\$6,730	
3.2	Analyze Park Amenity Use and Identify Potential Improvements	7	\$1,470	8	\$1,360	4	\$520	11	\$1,320	21	\$2,415		\$0	2	\$390	6	\$690	59	\$8,165	
3.3	Prepare Public Outreach Materials for Public Engagement	2	\$420	4	\$680	8	\$1,040	4	\$480	17	\$1,955		\$0	1	\$115	36	\$4,690			
3.4	Facilitate All Necessary Public Workshops to Gain Community Input	10	\$2,100	12	\$2,040	6	\$780		\$0	8	\$920		\$0	4	\$780	4	\$460	44	\$7,080	
3.5	Manage Project Website, Generate Content and Provide Project Updates		\$0	6	\$1,020	4	\$520		\$0		\$0	6	\$600		\$0	2	\$230	18	\$2,370	
3.6	Meet with Client to Assess Park Conditions and Understand Community Issues	2	\$420	4	\$680	6	\$780	2	\$240		\$0		\$0	2	\$390	4	\$460	20	\$2,970	
<b>4</b>	<b>CONDUCT and PUBLISH NEEDS ASSESSMENT</b>																			<b>\$32,715</b>
4.1	Conduct a Comparative Analysis of the Parks System with Similar Communities	3	\$630	7	\$1,190	3	\$390	4	\$480	12	\$1,380	2	\$200	4	\$780	10	\$1,150	45	\$6,200	
4.2	Analyze Current vs. Future Park Usage Projections	3	\$630	8	\$1,360	2	\$260		\$0		\$0	4	\$400	6	\$1,170	2	\$230	25	\$4,050	
4.3	Conduct a Park Usage Study of All Facilities with Popularity and Demographic Data	4	\$840	1	\$170	13	\$1,690	8	\$960	18	\$2,070		\$0	2	\$390	8	\$920	54	\$7,040	
4.4	Identify Emerging Trends and Needs from Recent Studies and Stakeholder Input	5	\$1,050	8	\$1,360	2	\$260	2	\$240	4	\$460		\$0	4	\$780	8	\$920	33	\$5,070	
4.5	Evaluate Santa Ynez Valley Trail Concept for Implementation in the Master Plan	4	\$840	9	\$1,530	4	\$520	2	\$240	2	\$230		\$0	2	\$390	2	\$230	25	\$3,980	
4.6	Seek Opportunities to Incorporate Technology and Art to Enhance Existing Facilities	2	\$420	4	\$680	4	\$520	2	\$240	8	\$920		\$0	2	\$390	4	\$460	26	\$3,630	
4.7	Seek Opportunities to Enhance Inclusion at Existing and New Recreation Sites	2	\$420	5	\$850		\$0	2	\$240	8	\$920	2	\$200		\$0	1	\$115	20	\$2,745	
<b>5</b>	<b>ANALYZE NEEDS and ECONOMIC ASSESSMENT and CREATE RECOMMENDATIONS</b>																			<b>\$45,200</b>
5.1	Document Goals and Improvement Recommendations	5	\$1,050	14	\$2,380	8	\$1,040	6	\$720	4	\$460	2	\$200	2	\$390	8	\$920	49	\$7,160	
5.2	Identify and Prioritize Modifications to Existing Facilities, Park Distribution Mapping	4	\$840	8	\$1,360	8	\$1,040	2	\$240	19	\$2,185		\$0	4	\$780	6	\$690	51	\$7,135	
5.3	Identify and Prioritize Acquisition Opportunities	2	\$420	8	\$1,360	4	\$520	2	\$240	4	\$460		\$0	3	\$585	4	\$460	27	\$4,045	
5.4	Identify and Prioritize Implementation of New Programs, Prioritizing Local Sponsors	7	\$1,470	14	\$2,380	4	\$520	12	\$1,440	4	\$460		\$0	2	\$390	4	\$460	47	\$7,120	
5.5	Identify New or Modified Specific Recreation Policies, Standards and Guidelines	6	\$1,260	11	\$1,870	15	\$1,950	2	\$240	8	\$920		\$0	6	\$1,170	8	\$920	56	\$8,330	
5.6	Propose Funding and Support Mechanisms to Increase Maintenance Fund and Make Recommendations	8	\$1,680	13	\$2,210	4	\$520	6	\$720	11	\$1,265		\$0	2	\$390	16	\$1,840	60	\$8,625	
5.7	Analyze the Impacts of Measure U and E on Current and Future Funding Opportunities	5	\$1,050	6	\$1,020	1	\$130	2	\$240	3	\$345		\$0		\$0		\$0	17	\$2,785	
<b>6</b>	<b>FINALIZE STRATEGIC IMPLEMENTATION PLAN</b>																			<b>\$25,425</b>
6.1	Establish a Detailed Master Plan to Achieve the Project's Intended Vision	4	\$840	12	\$2,040	4	\$520	8	\$960	12	\$1,380	12	\$1,200	4	\$780	12	\$1,380	68	\$9,100	
6.2	Provide Estimates of Annual Costs and Funding Strategies and Recommendations	4	\$840	5	\$850	4	\$520	12	\$1,440	8	\$920		\$0	2	\$390	16	\$1,840	51	\$6,800	
6.3	Prepare the Final Version of the Master Plan		\$0	3	\$510	8	\$1,040	8	\$960	16	\$1,840	8	\$800	1	\$195	4	\$460	48	\$5,805	
6.4	Submit the Final Master Plan and Present to Client		\$0	3	\$510	1	\$130	2	\$240	4	\$460	4	\$400		\$0		\$0	14	\$1,740	
6.5	Guidance on Initial Steps After Master Plan is Implemented	4	\$840	6	\$1,020		\$0	1	\$120		\$0		\$0		\$0		\$0	11	\$1,980	
<b>SUBTOTAL</b>																			<b>\$210,825</b>	
Melton Design Group, Inc. January 21st, 2025																				
<b>TOTAL FEE PROPOSAL</b>																			<b>\$210,825</b>	

**ADDITIONAL SERVICES:**  
**(Optional) Task 7: Environmental Assessment (CEQA) and new Detailed Master Plans and costs for park improvements**  
 Environmental Consultant, Vollmar Natural Land Consulting, to perform CEQA if requested. Proposed additional service: **\$52,720 (Depending on Scope)**  
 Master Plan Design & Costs for Hans Christian Anderson Park, Solvang Park, Alisal Commons, Trail Lot and Sunny Fields Park: **\$58,910**

**ASSUMPTIONS:**  
 This proposal represents MDG understanding of the Scope and RFP provided by the City. Upon selection MDG recommends we review the scope and fees to meet exactly what the City is requesting.  
 The City will provide the existing master plan and exhibits digitally and editable. Assume Microsoft Word or PDF Format.  
 Any additional meetings apart from the ones mentioned above, will be billed as additional services on a time and materials basis.  
 The City will provide access to all existing available plans, data, maps, forecasts, etc.  
 The City will assist with logistics and execution of all community meetings.  
 Contingency of 10% to be added to contract total if requested. Contingency: **\$21,080**

**CONSULTANT COST ADJUSTMENTS**  
 MDG will use the HOURLY FEE SCHEDULE as the basis for all additional services for a two-year period. At that time, fees may be negotiated based on tasks and cost of living increases.

## EXHIBIT B

### 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 a City approved 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 and in the aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the 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.

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, or a City approved equivalent. 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 Consultant 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. Consultant's general liability policy shall not 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, reasonable modification and reasonable 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 days notice to City of any cancellation of coverage by the carrier.
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 require 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 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. 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. Consultant shall be responsible for paying any deductibles or self-insured retentions on its policies.
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 between itself and its sub-consultants 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.
22. 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.



# CITY OF SOLVANG

## Applicant/Interested Party Campaign Contribution Disclosure Form

1644 Oak Street | Solvang, CA 93463 | [www.cityofsolvang.com](http://www.cityofsolvang.com) | (805) 688-5575

APPLICANT/INTERESTED PARTY INFORMATION			
Applicant Name: <b>Melton Design Group, Inc.</b>			
Phone: <b>530-899-1616</b>		Email (required): <b>Teresa@meltong.com</b>	
Representative/Agent: <b>Teresa Walsh</b>			
Phone:		Email:	
Mailing Address: <b>820 Broadway Street</b>			
City: <b>Chico</b>	State: <b>CA</b>	Zip: <b>95928</b>	
Website: <b>www.meltong.com</b>			
Name and subject matter of applicant's proceeding: <b>Landscape Architectural Services</b>			

CONTRIBUTION DISCLOSURE (GOVERNMENT CODE SECTION 84308)			
<i>Please list all contributions in excess of \$250 (either as a single payment or in aggregate) made within the past 12 months to officers of the agency involved in the above-mentioned proceeding by any parties (applicants) or their agents or representatives, including corporations, limited liability companies (LLCs), or other business entities and principals thereof, that are affiliated with the above-referenced proceeding. You may attach additional pages as necessary to list contributions made to involved agency officers and provide additional information about the contributor's relationship with the recipient.</i>			
Contributor Name:			
Date of Contribution	Recipient Office/Candidate	Contribution Amount (\$):	Refund: Yes or No; Date of Refund.
<input checked="" type="checkbox"/> By checking this box I certify that I have not given any contributions consistent with Government Code Section 84308			

ACKNOWLEDGEMENT	
This form must be updated after each contribution, and no less than 45 days before any agency consideration regarding the above-referenced application. Completion of this form does not waive or in any way impact a party's obligation to disclose such contributions over \$250 on the record of the proceeding pursuant to Government Code section 84308(e).	
<i>I declare under penalty of perjury that the information which has been included in this Disclosure Form is true and correct:</i>	
Signature: <u>Teresa Walsh</u>	Date: <u>01/24/2025</u>
<small>Digitally signed by Teresa Walsh Date: 2025.01.24 14:38:11 -08'00'</small>	
Print Name: <u>Teresa Walsh</u>	

OFFICIAL USE ONLY	
File/Project No:	Date Received:



**SUBJECT:** Discussion and Possible Action to Upgrade and Expand City Camera Technology and provide direction for a Draft Video Surveillance Policy.

**PREPARED BY:** Olivia Uribe Mutal, Management Analyst

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**DISCUSSION:**

This discussion item provides an overview of the City of Solvang’s current use of video surveillance, the need for Council direction regarding potential expansion of camera systems, proposed upgrades to include cloud-based and AI-enabled technologies, and considerations for drafting a comprehensive video surveillance policy. Key attachments include guidance from the San Francisco Port Surveillance Technology Policy as a model for policy development (Attachment A) and California Joint Powers Insurance Authority (CJPIA) on legal risks and best practices (Attachment B)

**Current Technology:**

The City currently operates several cameras in and around City Hall. These cameras are not cloud-based or AI-enabled and require manual review of footage. For example, during a recent theft of tools from a City truck, the City Manager had to scroll through blurry video manually to locate relevant footage. Additionally, network video recording devices are installed at seven water wells. These systems provide localized storage but lack advanced search and analytics capabilities.

**Reasons for Potential Upgrades:**

The benefits of expanding and upgrading the City’s video technology are substantial. With an annual visitor count of approximately five million people—750,000 in December alone—the City faces unique safety and security challenges. The single ingress and egress road, which is also a state highway, amplifies the importance of efficient evacuation during potential emergencies, such as wildfires. License plate readers at entry and exit points could provide critical data to track residents and visitors, ensuring accountability during evacuations. Additionally, security incidents such as vandalism at water treatment facilities highlight the need for modernized surveillance systems to deter damage and improve response times.

Upgraded systems, including AI-enabled technology, would allow for efficient searches of recorded footage, quickly identifying specific vehicles, individuals, or other descriptors. Cloud-based systems would provide centralized storage, allowing easier sharing of footage with law enforcement or other authorized users, such as during investigations. These enhancements would improve public safety, reduce liability risks, and improve emergency response coordination and support efforts.

**Potential Sites for New Cameras:**

Staff have identified additional high-priority locations for expanded surveillance such as public buildings & facilities, critical infrastructure & utilities, and public & high-traffic areas.

**Proposed Technology:**

The proposed upgrades include AI-enabled systems capable of identifying and proactively notifying the searcher of vehicles, clothing, and other details quickly, streamlining incident response. Cloud-based systems would replace local storage, enabling centralized access and easier sharing with law enforcement, such as in the event of a crime.

**Emerging Technologies:** The City contracts with the Santa Barbara County Sheriff's Office (SBSO) for law enforcement services. SBSO recently demonstrated new solutions to City administrators, emergency management, and public safety staff in the cities within Santa Barbara County. These

products include AI-enabled, cloud-based cameras, license plate readers, and drones. SBSO currently employs an automated license plate reader along Highway 246 in the Santa Ynez Valley. Staff could further explore interoperability with SBSO systems. A different supplier offers similar technology, with both systems requiring power and internet connectivity for optimal performance. Compatibility with existing infrastructure will be assessed during implementation planning.

Both Flock Safety and Verkada offer similar solutions, with Flock specializing in license plate readers and Verkada providing a broader range of AI-enabled cameras. The City of San Luis Obispo employs a hybrid approach, integrating both technologies. If Council supports expansion, staff could evaluate the feasibility of a similar hybrid model in Solvang, leveraging existing infrastructure where possible and integrating advanced systems where necessary. Additionally, to interdepartmental coordination, and as part of a comprehensive analysis of camera needs and potential locations, the City would consider potential environmental review if the installation of cameras involves substantial physical alterations. Further research into cost and funding sources would be required.

### **Considerations for a Video Policy:**

A comprehensive administrative video surveillance policy to be reviewed by the City Attorney's Office is critical to guide current and further video implementation, ensure compliance with legal and ethical standards, and build trust with the public and employees. The policy should define the primary objectives of surveillance, such as deterring crime, enhancing safety, and supporting law enforcement investigations, while explicitly prohibiting misuse or scope creep.

Key elements to address in the policy include:

- **Transparency:** Transparency and communication with the public and employees are vital to maintaining trust and managing expectations. Clear signage at monitored locations and public engagement to manage expectations regarding capabilities and limitations.
- **Legal Compliance:** Adherence to privacy protections under California's Constitution, the California Public Records Act (CPRA), and Penal Code Section 632, which prohibits recording private conversations without consent.
- **Data Management:** Establish retention policies to comply with state law, secure data storage, and define access protocols to prevent unauthorized use.
- **Incident Handling:** Protocols for preserving, sharing, and reviewing footage during investigations or disputes.
- **Regular Review:** Annual policy updates to ensure compliance with evolving laws and technology advancements, with input from stakeholders. Feedback mechanisms from the community and employees should also be considered to refine surveillance practices as needed.

### **ALTERNATIVES:**

Council may consider the following options regarding the City's camera technology and video surveillance policy:

1. **Scope and Evaluate Expansion and Updates:** Council can direct staff to develop a detailed scope for expanding and updating the City's camera technology. This effort would include identifying potential new locations, estimating costs, and outlining the process for securing vendors. The scope could also address the interoperability of existing systems with proposed upgrades and evaluate the inclusion of advanced features such as AI-enabled and cloud-based technologies. Staff would return with recommendations for implementation and funding options.
2. **Pilot Programs:** Before fully committing to any expansion, Council could direct staff to pilot advanced systems, such as AI-enabled cameras or license plate readers, in a limited area to evaluate their effectiveness and the community's response.
3. **Maintain Current Technology:** Council may choose not to expand or update the City's camera technology, opting to retain the current systems as they are. While this avoids upfront costs, it limits the City's ability to address security challenges, improve operational efficiency, and leverage advanced capabilities.

4. **Draft a Comprehensive Video Surveillance Policy:** Council may provide direction to draft a comprehensive video surveillance policy, focusing on key components such as the purpose and scope of surveillance, data management, privacy protections, and community outreach. The policy could include public engagement efforts to ensure transparency and address community concerns. Additionally, staff could incorporate best practices and legal guidance, such as those provided by CJPIA, to create a policy aligned with state laws and operational goals.

**ATTACHMENTS:**

- A. San Francisco Port Surveillance Technology Policy
- B. CJPIA Security Cameras Legal Risks and Best Practices



# Surveillance Technology Policy

Port

Security Cameras

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The City and County of San Francisco values the privacy and protection of San Francisco residents' civil rights and civil liberties. As required by San Francisco Administrative Code, Section 19B, the Surveillance Technology Policy aims to ensure the responsible use of Department's Security Camera System itself as well as any associated data, and the protection of City and County of San Francisco residents' civil rights and liberties.

## PURPOSE AND SCOPE

The Surveillance Technology Policy ("Policy") defines the manner in which the Security Camera System (fixed or mobile) will be used to support department operations.

This Policy applies to all department personnel that use, plan to use, or plan to secure Security Camera Systems, including employees, contractors, and volunteers. Employees, consultants, volunteers, and vendors while working on behalf of the City with the Department are required to comply with this Policy.

## POLICY STATEMENT

City departments using this policy will limit their use of Security Camera to the following authorized use cases and requirements listed in this Policy.

*Authorized Use(s):*

1. Live monitoring.
2. Recording of video and images.
3. Reviewing camera footage in the event of an incident.
4. Providing video footage/images to law enforcement or other authorized persons following an incident or upon request.

Prohibited use cases include any uses not stated in the Authorized Use Case section.

Departments may use information collected from security cameras only for legally authorized purposes, and may not use that information to unlawfully discriminate against people based on race, ethnicity, political opinions, religious or philosophical beliefs, trade union membership, gender, gender identity, disability status, sexual orientation or activity, or genetic and/or biometric data. Additionally, departments may not use automated systems to scan footage and identify individuals based on any of the categories listed in the preceding sentence.

All data collected by surveillance cameras is the exclusive property of the City and County of San Francisco. Under no circumstance shall collected data be sold to another entity.

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## Surveillance Oversight Review Dates

COIT Review: March 18, 2021

Board of Supervisors Review: August 4, 2021

## BUSINESS JUSTIFICATION

In support of Department operations, Security Cameras promise to help with:

<input type="checkbox"/>	Education	
<input type="checkbox"/>	Community Development	
<input checked="" type="checkbox"/>	Health	Protect safety of staff, patrons, and facilities while promoting an open and welcoming environment.
<input type="checkbox"/>	Environment	
<input checked="" type="checkbox"/>	Criminal Justice	Review video footage after a security incident; provide video evidence to law enforcement or the public upon request by formal process, order, or subpoena.
<input type="checkbox"/>	Jobs	
<input type="checkbox"/>	Housing	
<input checked="" type="checkbox"/>	Other	Better management of city assets by leveraging remote condition assessment. Improvement of overall situational awareness.

In addition, the following benefits are obtained:

<b>Benefit</b>	<b>Description</b>
<input checked="" type="checkbox"/> Financial Savings	Department Security Camera Systems will save on building or patrol officers.
<input checked="" type="checkbox"/> Time Savings	Department Security Camera Systems will run 24/7, thus decreasing or eliminating building or patrol officer supervision
<input checked="" type="checkbox"/> Staff Safety	Security cameras help identify violations of City Employee's Code of Conduct, Building Rules and Regulations, and City, State and Federal law and provide assurance that staff safety is emphasized and will be protected at their place of employment.
<input checked="" type="checkbox"/> Data Quality	Security cameras run 24/7/365 so full-time staffing is not required to subsequently review footage of security incidents. Data resolution can be set by level and is currently set to high resolution.
<input checked="" type="checkbox"/> Service Levels	Security cameras will enhance effectiveness of incident response and result in improved level of service.

## POLICY REQUIREMENTS

This Policy defines the responsible data management processes and legally enforceable safeguards required by the Department to ensure transparency, oversight, and accountability measures. Department use of surveillance technology and information collected, retained, processed or shared by surveillance technology must be consistent with this Policy; must comply with all City, State, and Federal laws and regulations; and must protect all state and federal Constitutional guarantees.

Specifications: The software and/or firmware used to operate security cameras must be kept up-to-date and maintained.

Data Collection: Department shall only collect data required to execute the authorized use case. All data collected by the surveillance technology, including PII, shall be classified according to the City's [Data Classification Standard](#).

The surveillance technology collects some or all of the following data types:

<i>Data Type(s)</i>	<i>Format(s)</i>	<i>Classification</i>
Video and Images	MP4, AVI, MPEG	Level 3
Date and Time	MP4 or other format	Level 3
Geolocation data	TXT, CSV, DOCX	Level 3

Notification: Departments shall notify the public of intended surveillance technology operation at the site of operations through signage in readily viewable public areas in accordance to Section 19.5 of the Administrative Code. Department notifications shall identify the type of technology being used and the purpose for such collection.

The Department's public notice will include the following items:

- Information on the surveillance technology
- Description of the authorized use
- Type of data collected
- Will persons be individually identified
- Data retention
- Department identification
- Contact information

**Access:** Prior to accessing or using data, authorized individuals receive training in system access and operation, and instruction regarding authorized and prohibited uses.

Access to live views and recorded footage is restricted to specific trained personnel. Recorded footage is accessed only in response to an incident.

Details on department staff and specific access are available in Appendix A.

**Data Security:** Department shall secure PII against unauthorized or unlawful processing or disclosure; unwarranted access, manipulation or misuse; and accidental loss, destruction, or damage. Surveillance technology data collected and retained by the Department shall be protected by the safeguards appropriate for its classification level(s) as defined by the National Institute of Standards and Technology (NIST) security framework 800-53, or equivalent requirements from other major cybersecurity framework selected by the department.

Departments shall, at minimum, apply the following safeguards to protect surveillance technology information from unauthorized access and control, including misuse:

- Encryption: Data retained by the Department will be encrypted. Raw data may be retained by the Department only for the authorized use case of sharing with law enforcement or the public.
- Storage: Any use of a third-party service provider must meet City's cyber security requirements.
- Audits: A data access log will be maintained by the Department for all Security Camera data that is processed and utilized. This log will include but is not limited to the following: date/time data was originally obtained/collected, reasons/intended use for data, department requesting data, date/time of access of raw data, outcome of data processing, as well as date processed data was delivered to users.

**Data Sharing:** For internal and externally shared data, shared data shall not be accessed, used, or processed by the recipient in a manner incompatible with the authorized use cases stated in this Policy. Department will endeavor to ensure that other agencies or departments that may receive data collected by their own Security Camera Systems will act in conformity with this Surveillance Technology Policy.

Department shall ensure proper administrative, technical, and physical safeguards are in place before sharing data with other CCSF departments, outside government entities, and third-party providers or vendors.

Each department that believes another agency or department receives or may receive data collected from its use of Security Cameras should consult with its assigned Deputy City Attorney regarding their response.

Before sharing data with any recipients, the Department will use the following procedure to ensure appropriate data protections are in place:

- X Confirm the purpose of the data sharing aligns with the department's mission.
- X Consider alternative methods other than sharing data that can accomplish the same purpose.
- X Redact names, scrub faces, and ensure all PII is removed in accordance with the department's data policies.
- X Review of all existing safeguards to ensure shared data does not increase the risk of potential civil rights and liberties impacts on residents.
- X Evaluation of what data can be permissibly shared with members of the public should a request be made in accordance with the San Francisco's Sunshine Ordinance.
- X Ensure data will be shared in a cost-efficient manner and exported in a clean, machine-readable format.

Department will comply with the California Public Records Act, the San Francisco Sunshine Ordinance, the requirements of the federal and State Constitutions, and federal and State civil procedure laws and rules.

The Department may share Security Camera footage with the following entities:

*A. Internal Data Sharing:*

In the event of an incident, Security Camera images may be live-streamed or shared by alternative methods to the following agencies:

- Within the operating Department
- Police
- City Attorney
- District Attorney
- Sheriff
- On request following an incident.

Data sharing occurs at the following frequency:

- As needed.

*B. External Data Sharing:*

- Other local law enforcement agencies

Data sharing occurs at the following frequency:

- As needed.

Data Retention: Department may store and retain raw PII data only as long as necessary to accomplish a lawful and authorized purpose. Department data retention standards should align with how the department prepares its financial records and should be consistent with any relevant Federal Emergency Management Agency (FEMA) or California Office of Emergency Services (Cal OES) sections.

The Department's data retention period and justification are as follows:

- Security Camera data will be stored for one (1) year to be available to authorized staff for operational necessity and ready reference.

If data is associated with an incident, it may be kept for longer than the standard retention period.

- Justification: This retention period conforms with the available server system storage space and allows for ample time for security staff to review footage related to security incidents and/or external requests for records.

Data may be stored in the following location:

- X Local storage (e.g., local server, storage area network (SAN), network-attached storage (NAS), backup tapes, etc.)
- X Department of Technology Data Center
- X Software as a Service Product
- X Cloud Storage Provider

Data Disposal: Upon completion of the data retention period, Department shall dispose of data in the following manner:

- Automatic overwrite of all existing files when standard data retention period ends. This may take the form of a delete/reformat, wipe, overwrite of existing data, or degaussing.

Training: To reduce the possibility that surveillance technology or its associated data will be misused or used contrary to its authorized use, all individuals requiring access must receive training on data security policies and procedures.

- Annual cybersecurity training (COIT Policy Link)

## COMPLIANCE

Department shall oversee and enforce compliance with this Policy according to the respective memorandum of understanding of employees and their respective labor union agreement.

If a Department is alleged to have violated the Ordinance under San Francisco Administrative Code Chapter 19B, Department shall post a notice on the Department's website that generally describes any corrective measure taken to address such allegation.

Department is subject to enforcement procedures, as outlined in San Francisco Administrative Code Section 19B.8.

## DEFINITIONS

Personally Identifiable Information:

Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

Sensitive Data:

Data intended for release on a need-to-know basis. Data regulated by privacy laws or regulations or restricted by a regulatory agency or contract, grant, or other agreement terms and conditions.

## AUTHORIZATION

Section 19B.4 of the City's Administrative Code states, "It is the policy of the Board of Supervisors that it will approve a Surveillance Technology Policy ordinance only if it determines that the benefits the Surveillance Technology ordinance authorizes outweigh its costs, that the Surveillance Technology Policy ordinance will safeguard civil liberties and civil rights, and that the uses and deployments of the Surveillance Technology under the ordinance will not be based upon discriminatory or viewpoint-based factors or have a disparate impact on any community or Protected Class."

## Appendix A: Department Specific Responses

1. A description of the product, including vendor and general location of technology.

The Port Security CCTV System consists of the following components.

- Arcenot - Omni Directional Day/Night Camera
- Arcenot – Fixed IR Camera
- Arcenot- Day / Night Camera
- Axis – Camera
- Illuminar – Infrared Illuminator
- Raytec- 180 Degree Illuminator
- Vario- Infrared Illuminator
- Exacq- Server
- Exacq- NVR

Port Security Security Camera technology is installed on Port property along the 7.5 miles of San Francisco waterfront. This technology includes CCTV cameras installed on exterior of Pier Bulkhead buildings, Pier Sheds, and Small Craft Harbors. Port Security Camera technology provides layered security protection to multiple MTSA regulated facilities throughout the Port.

2. The specific categories and titles of individuals who are authorized by the Department to access or use the collected information

- Security and Emergency Planning Manager (0922)
- Homeland Security Project Manager (9978)

3. What procedures will be put in place by which members of the public can register complaints or concerns, or submit questions about the deployment or use of a specific Surveillance Technology, and how the Department will ensure each question and complaint is responded to in a timely manner.

Members of the public may contact the Port's Custodian of Records or by calling the Port's 24/hr. contact number 415-274-0400

4. Specific details on where data will be stored (local, DT, SaaS, Cloud Storage) including name of vendor and retention period.

The data is stored on servers maintained by the Department of Technology.

5. Is a subpoena required before sharing with law enforcement?

- o No

# Security Cameras: Legal Risks and Best Practices



## Purpose

The use of security cameras is an important measure that enhances safety and security. This document outlines general best practices and an overview of legal risks associated with the use of security cameras.

## **IMPORTANT**

This reference material is compiled for use by Authority members in the preparation, development, and implementation of risk management policies, programs, and procedures. Since this document is designed to meet the needs of the general pool membership, please be aware that the present form is best considered a template for use by your agency in drafting specific documents. This template should not be construed as legal advice. Accordingly, any policy, program, or procedure resulting from this template should always be reviewed and approved as is customary by your agency, including the purview of any necessary legal, governing body authorities, and/or bargaining units to ensure the policy being developed meets the unique needs of your jurisdiction. Policies should be implemented after proper training has been provided.

This reference material is to be considered proprietary and confidential and may not be disclosed to any person without the express, prior permission of the California JPIA. This reference material is for Authority member use only and does not apply in any criminal or civil proceeding. This reference material should not be construed as a creation of a higher legal standard of safety or care in an evidentiary sense with respect to third-party claims.

# Security Cameras: Legal Risks and Best Practices

## Background

The use of security cameras is an important measure that enhances safety and security. However, this practice introduces legal and ethical concerns, particularly around privacy, data protection, and access to footage. This document outlines general best practices, and an overview of legal risks associated with the use of security cameras.

### I. Legal Risks and Considerations

#### A. Privacy Violations

While the United States Constitution does not expressly mention a right to privacy, the United States Supreme Court has interpreted a number of federal constitutional provisions, primarily contained in the Bill of Rights, as the basis for a federal right to privacy. For example, the Fourth Amendment protects against unreasonable searches and seizures. Under the California Constitution's Article I, Section 1, individuals are guaranteed a right to privacy. As such, Agencies considering the use of security cameras should work with legal counsel to determine how best to safeguard individuals' legally protected privacy interests, reasonable expectations of privacy, and avoid invasions of privacy interests. Such determination is made on a case-by-case basis.

#### B. Data Privacy Laws

The California Consumer Privacy Act (CCPA) imposes strict regulations on the collection, storage, and sharing of personal data, including security footage. The CCPA generally does not apply to nonprofit organizations or government agencies. Agencies should work with legal counsel to ensure exclusion from the CCPA and/or any mandated legal compliance.

The Family Educational Rights and Privacy Act (FERPA) establishes requirements for educational agencies that receive federal funds. Agencies should work with legal counsel to determine coverage under the FERPA and/or any mandated legal compliance. This includes identifying when footage qualifies as an education record under FERPA, ensuring staff understand FERPA rights related to access, disclosure, and amendment requests, and providing guidance on handling footage that involves students.

#### C. Union and Employee Rights

Prior to implementing any form of surveillance or related policy, including whether surveillance will be used for non-investigatory work-related purposes, as well as for investigating work-related misconduct, Agencies should work with legal counsel to

ensure compliance with state and federal laws to avoid violating employees' privacy and other legal rights. For example, the California Labor Code restricts workplace surveillance in locations where employees would not reasonably expect to be the subject of surveillance. Unless authorized by court order, employers are prohibited from causing audio or video recordings to be made of an employee in a restroom, locker room, or room designated by an employer for changing clothes.

California's public sector labor relations statutes generally require employers and recognized employee organizations to meet and negotiate (or "meet and confer") in good faith with one another on matters that are within the "scope of representation" and prohibits employers from imposing changes to such matters absent compliance with this requirement. A party violates its duty to bargain if the party fails to negotiate in good faith on a topic within the scope of representation. Prior to implementing any form of surveillance or related policy, Agencies should consider and comply with applicable meet and confer obligations. Compliance with employment and labor laws helps prevent grievances and potential legal challenges from employees and unions.

#### **D. Public Access to Records**

Under the California Public Records Act ("CPRA"), Agencies may be required to disclose footage captured using surveillance systems. As a result, Agencies should have clear policies governing access to surveillance footage. Requests for footage may come from the public, employees, or law enforcement. The Agency should define policies regarding when and how such footage can be released while balancing privacy rights and public interest.

#### **E. Managing Public Expectations**

The public and employees should understand the capabilities and limitations of the Agency's surveillance systems. Agencies should clearly communicate how cameras operate, including for example, whether cameras are actively monitored in real-time, passively recorded, or monitored using a hybrid approach. Additionally, technical limitations (e.g., resolution, field of view) should be clarified to prevent public and employee misconceptions about the system's ability to capture specific details, such as license plate numbers or facial features under certain conditions. Misunderstanding the surveillance system's capabilities and limitations could lead to legal disputes or dissatisfaction, particularly when footage does not meet expectations in cases such as parking lot incidents or public disturbances.

#### **F. Misuse of Surveillance Data**

Strict protocols must be in place to prevent unauthorized access to or use of surveillance footage, especially for purposes other than those explicitly stated within the Agency's adopted policy. Misuse of footage can lead to legal actions and to privacy violations.

## II. Camera Placement and Usage

### A. Strategic Placement of Cameras

Security camera placement should be restricted to public areas where security concerns are prevalent and where they serve a clear security purpose, such as building entrances, exits, hallways, parking lots, and public spaces like lobbies. Cameras should not be placed in areas where there is a reasonable expectation of privacy, such as restrooms, locker rooms, or private offices. When determining a camera placement location, it is important to clearly identify the purpose, the potential use of evidence, and any possible risks or concerns. The following is a recommended guide to determine camera placement:

Location	Purpose	Potential Use as Evidence
Main entrances/exits	Monitor entry and exit; deter unauthorized access	Recordkeeping; security
Hallways	Monitor foot traffic; reduce security incidents	Recordkeeping; monitor incidents
Public meeting rooms	Monitor public activities; deter unlawful behavior	Recordkeeping; security
Parking lots	Monitor vehicle activity; prevent theft	Evidence in accidents/criminal cases
Administrative office public areas	Track visitor activities	Recordkeeping; security
Playgrounds/athletic fields	Monitor public gatherings; deter vandalism	Record accidents; security
Public lobbies	Monitor public interactions	Recordkeeping; security

For each location, see Section I above to review the legal risks and considerations. When selecting a location, Agencies should conduct Privacy Impact Assessments (PIAs) to ensure that camera placements and monitoring practices comply with privacy laws and minimize risks of privacy violations. These assessments should help ensure that cameras are placed appropriately and that privacy concerns are mitigated, particularly in areas where individuals have a reasonable expectation of privacy. The assessment should also consider the Legal Risks and Considerations discussed in Section I above. An analysis of legal risk must be conducted on a case-by-case basis.

### B. Unacceptable Locations

Cameras should not be installed in restrooms, locker rooms, or rooms designated for changing clothes. It is recommended to consult with legal counsel to identify specific locations in your Agency where a reasonable expectation of privacy may exist and to fully evaluate the legal risk.

## C. Signage and Notifications

Signs should be clearly posted at all Agency building entrances notifying the public, employees, and visitors that surveillance cameras are in use. Sample signage could state:

**“VIDEO SURVEILLANCE ON PREMISES: This building is equipped with electronic surveillance for the safety of employees, visitors, and the public. ‘Cameras are actively monitored during business hours’ or ‘Surveillance is conducted for retrospective review only.’ Your actions may be recorded and preserved.**

Notifications should also be included in employee handbooks, public-facing websites, and other communication materials to set realistic expectations. When developing signage and notifications, and prior to implementation, Agencies should also consider the Legal Risks and Considerations discussed in Section I above.

## III. Data Management and Access

### A. Access Control and Cybersecurity

Agencies must enforce strict access controls to limit access to surveillance footage to authorized personnel only, such as IT staff, security officers, and designated administrators. Additionally, the Agency should implement encryption and other robust cybersecurity measures to prevent unauthorized access to footage. Detailed audit trails should be maintained to log every instance of access, ensuring that footage is protected and that the Agency complies with privacy laws.

### B. Handling and Retention of Footage

Retention policies must be clear and compliant with legal standards, such as those specified in the California Government Code. In general, data should be retained for at least one year unless specific incidents, or the law, require longer storage. For incidents involving potential legal action, data should be preserved until a disclosure determination is made, and a backup copy should be maintained.

### C. Incident Response Protocol

In the event of an incident (e.g., accidents, unlawful activity), footage must be promptly preserved to avoid deletion under routine processes. Staff involved in the surveillance process should be trained in how to properly handle such incidents.

### D. Incident Handling and Reporting

To minimize legal risks and ensure compliance with privacy and data protection laws, Agencies must implement clear protocols for incident handling. When an incident

occurs, such as an illegal activity, accident, or significant event, all related footage must be promptly preserved and secured from deletion. Appropriate personnel should be designated to handle and report such incidents, following established procedures for securing footage, notifying authorities, and maintaining an audit trail. Agencies should ensure that incident-related footage is retained for a longer period, consistent with legal and operational needs.

#### IV. Best Practices for Managing Legal Risks

- **Policy Development.** Implement a clear, detailed surveillance policy that outlines the purposes, camera placement, monitoring practices, operational procedures, access controls, data retention protocols for footage, and privacy considerations. Develop and update the policy annually with legal counsel and when feasible, community feedback.
- **Transparency and Public Engagement.** Ensure transparency with both employees and the public. Post notifications prominently, hold public hearings if necessary, and ensure that individuals know how to request footage or lodge complaints.
- **Training.** Train employees on the Agency's policy, the legal aspects of surveillance, proper data handling, and incident response. Ensure employees understand the potential legal consequences of mishandling footage.
- **Legal Review.** Regularly review surveillance policies with legal experts to ensure they comply with evolving state and federal laws. This review should address camera placement, handling of footage, and compliance with privacy, employment, and labor laws.
- **Technology Management.** As technology advances, such as the introduction of facial recognition or artificial intelligence (AI) analytics, ensure that policies are reviewed by legal counsel before policies are updated to address these new capabilities and their implications.

#### V. Policy Development Guidance

A comprehensive surveillance policy is the cornerstone of a legally sound and operationally effective security camera system. The policy should be designed to balance the need for security with the legal and ethical requirements surrounding privacy, transparency, and data protection. The policy must be carefully structured to cover all aspects of surveillance, including its purpose, operational procedures, access controls, data retention, and privacy considerations. The following are key components that the policy should cover:

##### A. Purpose of Surveillance

The policy should clearly state the primary purposes for which security cameras are used. Common objectives may include:

- Enhancing the safety and security of staff, visitors, and the public.
- Safeguarding public assets and preventing vandalism or theft.
- Monitoring public spaces to deter criminal activity and ensure public order.
- Supporting law enforcement investigations by providing access to recorded evidence, if required.
- Providing visual evidence for resolving disputes or incidents that occur on Agency property.

The policy should also clearly state whether surveillance will be used for non-investigatory work-related purposes or for investigating work-related misconduct. Agency employers should remember that employees can claim that they have a reasonable expectation of privacy in their place of work. In order to reduce the effectiveness of an employee's claim, employers should develop carefully drafted policies that are specifically tailored to their particular workplace.

By clearly defining the purpose, the policy should ensure that the surveillance system is aligned with its intended goals and helps avoid mission creep (e.g., using footage for purposes not included within an Agency's adopted policy).

## **B. Legal Framework and Compliance**

The policy should outline how the Agency complies with state and federal laws, including but not limited to those discussed in Section I above. For example:

- **California Public Records Act (CPRA).** The policy should address how the Agency will manage requests for footage under CPRA, including identifying which footage qualifies as public records and how privacy exceptions will be handled.
- **Right of Privacy.** The policy should address privacy expectations, ensuring that cameras do not intrude into areas where there is a reasonable expectation of privacy (e.g., restrooms, private offices).
- **Employment and Labor Laws.** The policy should acknowledge the rights of employees under employment and labor laws. It should also ensure that cameras are not used for unauthorized monitoring or outside the permitted purposes of the Agency's adopted policy, and otherwise comply with both employment and labor laws.

## **C. Camera Placement and Monitoring Practices**

The policy must detail the approved locations for installing security cameras and the specific monitoring practices employed. It should:

- Define public areas where cameras will be deployed (e.g., entrances, lobbies, hallways, parking lots).

- Explicitly prohibit cameras in locations where individuals have a reasonable expectation of privacy (e.g., restrooms, locker rooms, private offices).
- If cameras are used in work areas, such as open administrative offices, clearly state the purpose of their use (e.g., to ensure security).
- Include a provision for regular privacy impact assessments before the deployment of new cameras or expansion of existing surveillance systems.

#### **D. Data Collection and Retention Protocols**

The policy should provide clear guidelines on how footage is collected, stored, and retained. It should:

- Specify the duration for which footage will be retained, typically aligning with California Government Code requirements (e.g., one year, unless a longer retention period is justified by legal or operational needs).
- Establish procedures for preserving footage that is linked to a specific incident, such as an accident or security breach. This ensures that important data is not deleted during routine purging cycles.
- Detail how footage related to ongoing investigations or legal disputes will be handled, including instructions for securing and safeguarding it from unauthorized access.
- Define criteria for automatically deleting footage after the retention period ends while protecting sensitive or incident-related footage.

#### **E. Access Controls and Data Security**

To protect against misuse or unauthorized access to footage, the policy must establish strict access controls. It should:

- Outline the specific roles within the Agency (e.g., IT personnel, security officers, senior administrators) who are authorized to access surveillance footage.
- Implement password protections, encryption, and other cybersecurity measures to safeguard stored footage from breaches.
- Detail a process for maintaining audit trails, documenting who accessed footage, when, and for what purpose to ensure accountability and prevent unauthorized viewing or tampering with surveillance data.

#### **F. Data Sharing and Disclosure**

The policy should clearly define the circumstances under which surveillance footage may be shared with third parties, such as law enforcement, insurance companies, or legal entities. It should:

- Specify if and when footage may be shared internally (e.g., between departments, Human Resources) and under what conditions it may be viewed.
- Detail the process for sharing footage with law enforcement or other external entities during criminal investigations, including the need for appropriate warrants or subpoenas.
- Address how public records requests under the CPRA will be handled, including how the Agency will balance transparency with privacy protections for individuals depicted in the footage.
- If the Agency is covered by FERPA, clarify compliance with the FERPA.

### **G. Incident Handling and Reporting Procedures**

The policy should establish clear procedures for managing footage related to incidents such as illegal activities, accidents, or other significant events. Specifically, the policy should include:

- Steps to immediately preserve footage related to the incident to ensure it is not deleted under routine processes and it should be secured in a manner consistent with privacy and security protocols.
- Steps to immediately notify the appropriate authorities (e.g., law enforcement, risk management, Human Resources, internal investigation teams) as required by the nature of the incident and permitted by law.
- The responsible staff assigned (e.g., security officers or legal advisors) to manage the handling and reporting of incidents.
- Steps to maintaining an audit trail for all access to the footage related to the incident.
- The proper chain-of-custody procedures when providing footage to law enforcement or legal entities, documenting who accessed the footage, the time of access, and the reason for sharing.
- A notification process for individuals involved in or affected by the incident, informing them when footage has been captured and, if applicable, provided to external authorities.
- The proper retention period for incident-related footage, as required by the nature of the incident and legal requirements, until final resolution of the claim or matter.

### **H. Transparency and Stakeholder Engagement**

The policy should outline measures for notifying the public and Agency employees about surveillance. It should:

- Establish the posting of signage in all areas where cameras are in use, informing visitors, employees, and the public about ongoing surveillance.

- Include surveillance information that will be provided in employee handbooks and public communications to ensure that all stakeholders are informed about the Agency's surveillance practices and policies.
- Establish a process for regular consultations with stakeholders, including union representatives, to address concerns or negotiate changes to surveillance practices and policies that may impact employees and as may be required by law.

In addition to ensuring transparency, the policy should outline a formal mechanism for handling complaints or concerns regarding surveillance practices. This complaint-handling process should be documented and made easily accessible through the Agency's website, employee handbook, or public communications, depending on the specific individual who is governed by the policy. For example, only employees are covered by an employee handbook, not members of the public. Similarly, an employee complaint procedure may vary from a procedure for a member of the public. In general, the process should:

- Provide clear instructions on how employees, members of the public, or other stakeholders can submit concerns or complaints about the surveillance system.
- Assign a designated point of contact within the Agency, such as a privacy officer to receive such complaints from members of the public, and Human Resources or supervisors to receive such complaints from employees. Consult with legal counsel to assist your Agency with responding to complaints.
- Develop a response protocol to ensure that concerns are reviewed in a timely manner, discussed with legal counsel when needed, and that appropriate actions, such as policy revisions or further investigations, are taken where necessary.
- Ensure the process is accessible to all individuals, including those with disabilities. Consider informing complainants of the disposition, to the extent permissible by law.

### I. Clarifying Expectations of Surveillance Capabilities

An individual's understanding of the Agency's surveillance system can often be skewed by assumptions that cameras are always monitored or can capture high-detail images in every scenario. The policy should clearly explain the differences between active, passive, and hybrid monitoring approaches, based on the Agency's specific practices. This distinction helps manage expectations and informs stakeholders about the level of surveillance in place at any given time.

- **Active Monitoring.** Surveillance cameras are monitored in real time by designated staff. This type of monitoring may be used in high-risk areas or at specific times, such as after hours or during special events, where immediate response capabilities are necessary. For example, "Cameras are actively monitored during public events and in high-traffic areas between 10:00 p.m. and 6:00 a.m."
- **Passive Monitoring.** Cameras continuously record footage, but the footage is only reviewed retrospectively, typically after an incident report. This is common for areas

where immediate response is not critical or where staffing for constant monitoring is not feasible. For example, "Routine footage is recorded and reviewed only when a security issue is reported."

- **Hybrid Monitoring.** This is a combination of active and passive monitoring. In this approach, certain cameras or areas may be actively monitored at specific times or during certain events, while at other times, the same cameras may operate in a passive mode. This allows the Agency to optimize resources by focusing real-time monitoring where and when it is most needed while maintaining continuous recording elsewhere. For example, "Cameras in public parks are monitored in real-time during weekend events but operate in passive mode during weekdays. Footage can be reviewed if incidents are reported."

In addition to differentiating monitoring types, it is important to set realistic expectations about the capabilities of the surveillance system. Often, due to portrayals in the media, individuals may have unrealistic assumptions about what the cameras can capture. To prevent confusion or complaints, the policy should clarify:

- **Resolution limitations.** The camera system may not be capable of capturing fine details, such as facial features or license plate numbers, especially in low-light conditions or from a distance.
- **Field of view and coverage.** Cameras are positioned to monitor specific public areas and may not cover every angle or blind spot. Not all areas are under surveillance.
- **Environmental factors.** Poor lighting, weather conditions, or physical obstructions may impact the clarity and usefulness of footage.
- **Retention and availability.** Older footage may be automatically deleted after the retention period, so it may not be available if incidents are not reported promptly.

Providing clear examples of these limitations will help manage public and employee expectations of what the system can realistically achieve.

## J. Annual Policy Review and Updates

The policy should be reviewed regularly and at least annually to help ensure it remains up to date.

- **Legal Review.** Conduct a formal review of the surveillance policy with legal counsel to ensure ongoing compliance with any new privacy laws, court rulings, or legal developments. This includes privacy, employment, and labor laws affecting the Agency's operations.
- **Community and Employee Feedback.** Actively seek feedback from both the public and Agency employees through appropriate means, which may include surveys, public meetings, or community forums. Consider incorporating this feedback, to the

extent it is feasible and lawful as a method to adjust or refine surveillance practices to better meet the needs of all stakeholders.

- **Technology Review.** Assess advances in surveillance technology (e.g., facial recognition, AI-based analytics) with legal counsel to determine if updates to the policy are recommended or required. Before new technology is introduced, ensure that it aligns with privacy protections and legal requirements.

Comments to Council, 10 Feb 2025, Item 3.

I'm disappointed that the public's first opportunity to engage with Council on the controversial Wildwood project is stymied by it being placed in the consent agenda. I have submitted numerous proposed questions regarding this proposed contract for Rincon to each of you and have generated a few more tonight. Since the applicant is paying for the contract and the staff time to manage it, my concern is focused on whether the deliverables will be comprehensive and meet CEQA requirements.

The contractor's understanding of the scope of this project, and therefore the scope of the initial study and EIR to follow does not appear adequate. The applicant's last proposal update states that he performed an "environmental survey and evaluation of entire "Project Site", including the three easement properties, but Exhibit A only mentions the two properties owned by the applicant.

Exhibit A fails to list all the parcels proposed for this development.

Exhibit A lists 12 technical studies to get a peer review by Rincon. Over close to 1 1/4 years, the applicant submitted 4 different proposals, each accompanied by a few technical studies, some new, some updated from previous submissions, and some promised. What are the specific dates of these studies? Or should we just assume that Rincon will review the latest update?

Speaking of the latest applicant submittal, it is dated No 28, 2024. I rooted through that proposal but only found 8 of the 12 studies to undergo peer review.

This contract is not ready for prime time. When you see it again, I hope you place on the agenda as a discussion item where it should be.

Dennis Beebe Solvang

## **BLUE FOLDER ITEM**

*Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.*

### **City Council Meeting**

**February 10, 2025**

#### **Item 6.b**

Approve an Agreement with Rincon Consultants, Inc to prepare an Initial Study and prepare documents for California Environmental Quality Act (CEQA) compliance in connection with Land Use Application LUP-23-242 (Wildwood, APN 139-530-001,002), for the total amount not to exceed \$252,272. For the term February 10, 2025 – December 31, 2026, and authorize the Mayor to execute on behalf of the City.

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REVISED CONTRACT AFTER POSTING OF THE AGENDA WITH NEW LANGUAGE INSERTED



## **CITY OF SOLVANG** **PROFESSIONAL SERVICES AGREEMENT**

**PARTIES AND DATE.** This Agreement is made and entered into **this 10th day of February, 2025** (“Effective Date”) by and between the **CITY OF SOLVANG**, a Municipal Corporation and Charter City organized under the Constitution and laws of the State of California with its principal place of business at 1644 Oak Street, Solvang, CA 93463 (“City”) and **RINCON CONSULTANTS, INC**, a California Corporation with its principal place of business at 180 North Ashwood Avenue, Ventura, CA 93003 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement. The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

### **1.0 GENERAL PROVISIONS**

1.01 **Term:** This agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

1.02 **Services:** Consultant shall perform the **scope of work (tasks)** described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the **project schedule** which is also set forth in **Exhibit A**.

Consultant shall determine the method, details and means of performing the above-referenced services.

Consultant may, at their own expense, employ such assistants and subconsultants, as Consultant deems necessary to perform the services required of Consultant by this agreement. However, Consultant may not assign this agreement to any other person or entity in the performance of required project-related services, and the City may not control, direct or supervise Consultant’s assistants or employees in the performance of those services.

1.03 **Standard of Performance:** Consultant’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions. Whenever the scope of work requires or permits approval by the City, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant or its subcontractors. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

1.04 **Compensation:** In consideration for the services to be performed by Consultant, City agrees to pay Consultant monetary consideration for professional services in accordance with the **fee schedule** set forth in **Exhibit A**. The parties agree that total compensation for fees and costs for the services detailed in **Exhibit A** shall not exceed the sum of **\$252,277**, unless and until this Agreement is amended as provided herein.



**2.04 Workers' Compensation and Other Employee Benefits:** City and Consultant intend and agree that Consultant is an independent contractor of City and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other City-sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify City for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

**2.05 Indemnification**

(a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's *negligent* performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's *negligent* performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) **Non-design, construction Professional Services:** To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph (a). To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) **Design Professional Services:** In the event Consultant is a "design professional", and the Scope of Services require Consultant to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs (a) or (b). To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Consultant, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Consultant shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Consultant unless adequately corrected by Consultant. In the event the City Indemnitees are made a party

to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to Consultant under this paragraph exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.

(d) Payment by City is not a condition precedent to enforcement of the indemnities in paragraph (a), (b), or (c). In the event of any dispute between Consultant and City, as to whether liability arises from the active negligence, sole negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. Upon such a determination, City shall reimburse Consultant for all consultant's actual expenditures made in defending City, including attorney's fees, expert fees, and costs of litigation, without Consultant being required to file a Government Tort Claim. The provisions of this Section 2.05 shall survive completion of Consultant's services or the termination of this Agreement.

2.06 **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement.

2.07 **Campaign Contribution Disclosure:** Pursuant to Government Code Section 84308, any party to a City proceeding (which includes, but is not limited to, all contracts with the City, other than competitively bid, labor, or personal employment contracts) must disclose on the record any campaign contributions made to a member of the City Council or other elected or appointed officer of the City, any candidate for elected office of the City, or any candidate for elective office of any other agency who is also an elected or appointed officer of the City in excess of \$250 in the past 12 months. This disclosure requirement includes contributions by the party's agent, such as a consultant, and aggregated contributions from persons or entities related to the party. Consultant is required to fill out and provide the attached Exhibit C 'Applicant/Interested Party Campaign Contribution Disclosure Form' with submission of this Agreement and to update this form after each contribution and no later than the beginning of any associated proceeding.

### 3.0 OBLIGATIONS OF CITY

3.01 **Cooperation:** City agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement. City employees, agents and officers of the City agree to disclose all information relevant to this project to Consultant. Consultant shall be entitled to reasonably rely upon the accuracy and completeness of information furnished by City, provided that Consultant shall give City prompt written notice of any known defects in such information.

### 4.0 TERMINATION OF AGREEMENT

4.01 **Termination Notice:** Notwithstanding any other provision of this agreement, any party hereto may terminate this agreement, at any time, without cause, by giving at least 30 (thirty) days' prior written notice to the other parties to this agreement.

4.02 **Termination on Occurrence of Stated Events:** This agreement shall terminate automatically on the occurrence of any of the following events:

- a. Sale of the business of any party;
- b. The end of the 30 (thirty) days as set forth in section 4.01;
- c. End of the contract to which Consultant's services were necessary; or
- d. Assignment of this agreement by Consultant without the consent of City.
- e. Death of any party.

4.03 **Termination by any Party for Default:** Should any party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party, at its option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

4.04 **Termination:** This agreement shall terminate on **December 31, 2026**, unless earlier extended as set forth in this Section. The City, with the agreement of Consultant, is authorized to extend the term of this agreement beyond the termination date, as needed, under the same terms and conditions as set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

## 5.0 SPECIAL PROVISIONS

5.01 **Additional Tasks as May Be Assigned by the City Manager:** Prior to initiating any Consultant work on matters relating to the purposes of this Agreement, but outside the Scope of Services for this Agreement, it shall be the responsibility of Consultant to obtain written approval of the City Manager, prior to initiation of such tasks.

5.02 **Time Schedule:** Consultant is to begin work upon receipt and execution of City contract. Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in **Exhibit A** and incorporated herein.

5.03 **Work Outside Contract Scope:** No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the City Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manger may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the City Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

### 5.04 **Confidentiality:**

- (a) Confidential Nature of Information. Consultant shall treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential.

- (b) **Limitation on use and disclosure.** Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant’s scope of work. Consultant will not disclose any information prepared for the City, or obtained from the City or obtained as a consequence of the performance of work to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City.
- (c) **Security plan.** If requested by the City Manager, Consultant shall prepare a security plan to assure that information obtained from the City or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant shall advise the City of any request for disclosure of information or of any actual or potential disclosure of information.
- (d) **Survival.** Consultant’s obligations under this paragraph shall survive the termination of this contract.

**6.0 MISCELLANEOUS**

6.01 **Notices:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and delivered or, in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, to the following address for each respective party:

<b>PARTY</b>	<b>ADDRESS</b>
<b>TO: CITY OF SOLVANG</b>	City of Solvang 1644 Oak Street Solvang, CA 93463 Attention: City Clerk
<b>TO: CONSULTANT</b>	Copy to: Chelsea O’Sullivan, City Attorney Richards, Watson & Gershon 847 Monterey Street, Suite 206 San Luis Obispo, CA 93401  Richard Daulton, Secretary 180 North Ashwood Avenue Ventura, CA 93003

6.02 **Governing Law:** This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time, should any need for interpretation of this agreement or any decision or holding concerning this agreement arise.

6.03 **Binding Effect:** This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as consent by City to any assignment of this agreement or any interest in the agreement.

6.04 **Remedies:** The remedies set forth in this agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.05 **Due Authority:** The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.06 **Ownership of Work Product:** Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the City. Consultant agrees that all copyrights, which arise from creation of the work pursuant to this contract, shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

6.07. **Integration and Modification:**

- (a) This contract represents the entire understanding and agreement of the City and Consultant as to those matters contained herein. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the City and Consultant.
- (b) In the event of any conflict between the terms of this agreement and the terms of an exhibit, the terms of this agreement shall control, even if the exhibit purports to modify this agreement. In the event an exhibit incorporates by reference any additional physical documents, websites, web links or other electronic location not under the control of the City, the parties agree that such additional documents shall have no impact on this agreement and shall be deemed to be void unless actually attached to the exhibit that purports to incorporate such additional document. Notwithstanding the foregoing sentence, the provisions of Section 2.05 of this agreement shall not be altered, amended, limited or otherwise affected in any manner by any language included in an exhibit to this agreement, even if such exhibit purports to affect the provisions of Section 2.05. Furthermore, any attempt to limit liability to the City that is expressed in an exhibit shall have no force or effect unless City has expressly agreed to such limitation by providing the initials of its authorized representative here: \_\_\_\_\_.

6.08. **Advice of Counsel:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

6.09. **Independent Review:** Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

6.10. **Attorney Fees:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach hereof, the prevailing party

shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.11 **No waiver:** The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.12. **Assignment:** This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement, giving rise to a right to terminate as set forth in Section 4.03.

6.13. **Time for Performance:** Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, epidemics, pandemics, or any other cause, except financial inability, which is the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused: provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement of the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.14 **Severability:** Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.15. **Construction:** The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provision to which they relate.

6.16. **Amendments:** Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this agreement.

6.17. **Signatures:** The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

**CITY OF SOLVANG**

\_\_\_\_\_  
David Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Annamarie Porter, City Clerk

**CONTRACTOR  
RINCON CONSULTANTS INC**

DocuSigned by:  
*Richard Daulton*  
\_\_\_\_\_  
3D7AD0A0F8E4C6...  
Richard Daulton, Secretary

**APPROVED AS TO FORM**  
Richards, Watson & Gershon

DocuSigned by:  
*Craig A. Steele*  
\_\_\_\_\_  
86290BEEFEE44C  
Craig Steele, Acting City Attorney