



AGENDA

SOLVANG CITY COUNCIL
MONDAY MARCH 10, 2025
5:30 PM SPECIAL CLOSED SESSION
6:30 PM REGULAR MEETING

City Council:

David Brown,	Mayor
Mark Infanti	District 1
Claudia Orona	Mayor pro tem, 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 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. 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 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.

5:30 PM SPECIAL CLOSED SESSION

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMUNICATIONS ON CLOSED SESSION ONLY

This section is intended to provide members of the public with the opportunity to comment on Closed Session Items. This section is limited to 30 minutes. Each speaker will be afforded three minutes and may speak only once.

2. RECESS TO CLOSED SESSION

- a. **CONFERENCE WITH LABOR NEGOTIATOR** – The Closed Session is authorized by Government Code Section 54957.6

AGENCY DESIGNATED REPRESENTATIVE:

Dave Fleishman, Assistant City Attorney

EMPLOYEE ORGANIZATION:

Teamsters Union Local 986

RECONVENE TO OPEN SESSION

3. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

4. ADJOURNMENT

6:30 PM REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

1. PROCLAMATIONS, COMMENDATIONS AND CEREMONIAL ITEMS

- a. Danish Sisterhood Proclamation

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2. PRESENTATIONS

- a. California Consulting Grant Writing 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, EX-PARTE COMMUNICATIONS, COUNCIL COMMENTS, REQUESTS

Reports of meetings attended, contributions made or received, communications, 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: February 24, 2025
- c. Receive and file SYVT Transit Appreciation Day

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- d. Adopt Resolution 25-1280 Approving a Joint Powers Agreement between the City of Solvang and the Lompoc Valley Medical Center for Healthcare Services, and Authorize the Mayor to execute on behalf of the City

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7. PUBLIC HEARINGS

None

8. DISCUSSION ITEMS:

- a. Discussion and possible action to Approve the Agreement with BrightView Landscape Services Inc for Landscape Services for the Solvang (Skytt) Mesa LLMD in the amount of \$274,824.00 plus a 10% Contingency of \$27,500.00 for a Total Amount not-to-Exceed \$302,324 for the term April 1, 2025 – December 31, 2027, and Authorize the Mayor to execute on behalf of the City.

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- b. Discussion and possible direction to Staff regarding Future Infrastructure and Land Use Planning.

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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 March 2025.

CITY OF SOLVANG
DANISH SISTERHOOD

WHEREAS, the Danish Sisterhood in America was founded in 1883 by Christine Hemmingsen to unite Danish immigrant women, promote cultural preservation, and provide support to members and their communities, fostering a lasting legacy of sisterhood and service; and

WHEREAS, since its founding March 20, 1965, Danish Sisterhood of America Flora Danica Lodge #177 in Solvang has served as a beacon of cultural preservation and civic engagement, enriching the lives of its members and the broader community; and

WHEREAS, on March 20, 2025, the Danish Sisterhood Lodge Flora Danica #177 will celebrate its 60th anniversary, marking six decades of tradition, community service, and dedication to Danish heritage in the Santa Ynez Valley; and

WHEREAS, from its earliest days, Flora Danica Lodge #177 has embraced its mission of service and cultural preservation, organizing fundraising events such as Danish Sisterhood and Brotherhood District Conventions, craft booths, and holiday celebrations to support local causes; and

WHEREAS, this milestone anniversary will be commemorated with an anniversary event that unites longtime members and new faces in a celebration of shared history, laughter, and Danish traditions, reinforcing the bonds that have connected the lodge's members for generations.

NOW, THEREFORE BE IT RESOLVED, that I, Mayor David Brown, along with the City Council of the City of Solvang, California do hereby Proclaim to honor and recognize **Flora Danica Lodge #177** for 60 years of dedication to the Santa Ynez Valley, its commitment to preserving the Danish heritage and its contributions to the community, and we extend our best wishes for its continued success in years to come.

IN WITNESS THEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Solvang, California, to be affixed this 10th day of March, 2025.



David Brown, Mayor



Building a Foundation for Future Success

CITY OF SOLVANG GRANT WRITING UPDATE

Tereza Sarkisyan,
California Consulting,
02/14/2025

Introduction

► *Role Overview*

- As Solvang's primary grant writer, I identify and assess grant opportunities, ensure eligibility, and craft the applications.
- I proactively research available funding sources, aligning them with the city's priorities while advising on feasibility, matching requirements, and compliance. I also provide monthly reports to city staff and hold monthly meetings to go over past, present, and upcoming funding opportunities.
- I also collaborate with city officials and program managers to develop a grant pipeline and prepare well-structured proposals that highlight Solvang's needs and impact. Beyond submission, I track application statuses, and refine strategies based on feedback.

Role overview continued

- ▶ California Consulting facilitates monthly Zoom meetings with the City Manager, city staff, and five key team members from our company, including the CEO, myself as the lead grant writer, Grants Manager David Marquez, and two Management Assistants.
- ▶ We prepare and distribute an agenda in advance to ensure efficient discussions and follow these meetings with a comprehensive monthly report submitted to the City Manager.
- ▶ We schedule specific project scoping meetings based on what grants are identified during our monthly zooms.

Grants Submitted in 2024-2025

Grant Name	Amount	Match	Purpose	Status
Senator Butler's Appropriations Request	\$14,396,000	20%	Wastewater Treatment Plant Upgrades	Not Awarded
Congressman Carbajal Request	\$14,396,000	25%	Wastewater Treatment Plant Upgrades	Senate Review
Safe Streets and Roads for All (SS4A)	\$150,000	No	Transportation Safety Action Plan	Not Awarded
USDOT: Sustainable Transportation Grant	\$250,000	11.47%	Mission Drive Complete Streets Project	Submitted. Awaiting response.
USDA: Community Wildfire Defense	\$250,000	25%	Establish a Community Wildfire Protection Plan	Submitted. Awaiting response.

Grants In Progress

California Department of Parks and Recreation: Land and Water Conservation Fund (LWCF)

Deadline: August 5, 2025

Amount: Up to \$6 million

Match: Yes - 50%

Eligibility: Cities, counties, tribal governments, JPAs, park districts, and special districts with authority to acquire, operate and maintain public park and recreation areas

URL: https://www.parks.ca.gov/?page_id=21360

Acquisition of lands, wetlands, and waters for public outdoor recreation, including new areas or additions to existing parks, forests, wildlife management areas, beaches, and other similar areas dedicated to public outdoor recreation, as well as physical connections among them (e.g., trails, waterways, land between recreation areas, wildlife habitat corridors) may be eligible for assistance.

Agency Meetings Coordinated for Solvang in 2024

- ▶ California Consulting coordinated and facilitated the following meetings with grant agencies to support Solvang's funding pursuits:
 - **March 1, 2024:** Meeting with EDA to discuss Solvang's WWTP project.
 - **March 26, 2024:** Meeting with Senator Butler's office regarding federal grant opportunities.
 - **September 10, 2024:** Meeting with Hagerty from CALOES about potential HMGP projects.
 - **December 16, 2024:** Second meeting with Hagerty to finalize HMGP project details.

Agency Meetings Continued

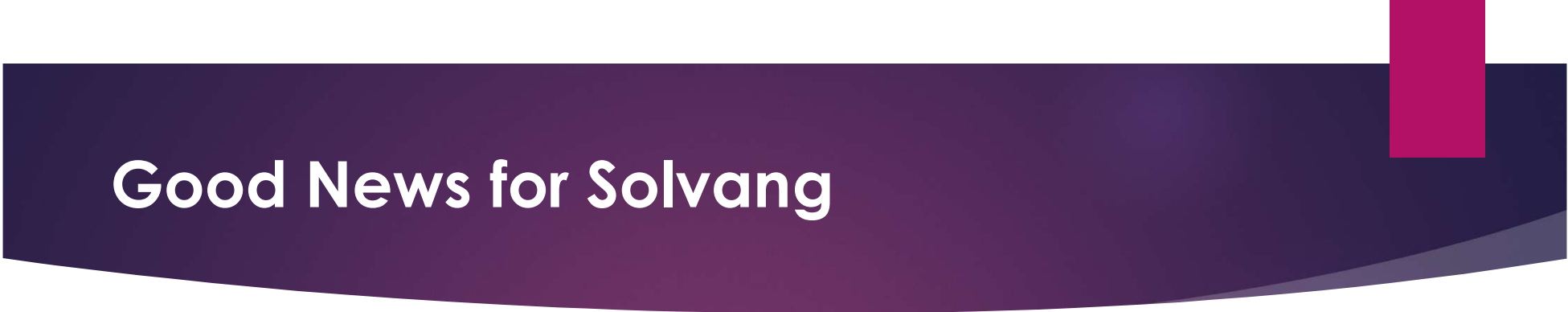
- ▶ California Consulting's CEO, Steve Samuelian, organized a Zoom meeting with several staff members from the State Water Resources Control Board Division of Financial Assistance in Sacramento. Solvang's staff, along with Terez and Steve, participated in the meeting.
- **March 27, 2024:** Meeting with USDA focused on the WWTP project.
- **June 27, 2024:** Meetings with Watersmart WEE staff and Environmental Water Resource Project staff regarding water-related grants.
- **July 11, 2024:** Meeting with Reclamation Watersmart staff to discuss water conservation projects.
- **November 13, 2024:** Coordination meeting with USDA for WWTP project follow-up.

Grant Landscape Challenges

- ▶ We have faced several challenges in the grant landscape that have impacted our ability to apply for, and secure, funding efficiently.
- ▶ Federal funding priorities favored disadvantaged communities, limiting Solvang's eligibility for many high-dollar opportunities. Prior to the current administration, most competitive grants prioritized projects in areas with economic hardships, making it harder for a city like Solvang to secure funding.
- ▶ Staffing gaps have been a hurdle, with the absence of a Utilities Director for an extended period which caused delays in applying for grants. Also, the city was without a Public Works Director until very recently, which extended the challenge and made it difficult to pursue certain grant opportunities.

Key Takeaways from Not Awarded Grants

- ▶ Senator Butler's Appropriations Request: This was highly competitive. Funds may have been insufficient to cover all the requests they received, and larger cities with a broader regional impact were likely prioritized.
 - ▶ Note: Although the city requested our assistance with language for the Earmark/Appropriations Requests, California Consulting is not a lobbying firm, and we did not engage in any lobbying activities for these projects with federal legislative offices. Our role was to monitor progress and assist with language development.
- ▶ SS4A: This was a safety planning grant, and Solvang did not have data showing high fatalities and collisions. Over 1,000 candidates from across the country applied, and only 447 cities were awarded.



Good News for Solvang

- ▶ The new federal administration is considering policy changes to remove the grant preference previously given to disadvantaged communities.
- ▶ If implemented, these changes will ensure that cities like Solvang are evaluated on equal footing, without being penalized for not meeting disadvantaged status criteria.
- ▶ This shift will significantly enhance Solvang's competitiveness for federal funding in the near future.



Upcoming Grant Opportunities – Infrastructure/Public Works

Federal Highway Administration/DOT: Active Transportation Infrastructure Investment Program (ATIIIP)

Deadline: June 2025 Expected

Amount: \$100,000 to \$15,000,000

Match: 20% - FHWA expects the period of performance to be no more than 2 years for Planning and Design grants and 5 years for Construction grants.

Purpose: Investment that is uniquely contracted to enable communities to plan and construct connected active-transportation systems. Priority will be given to local governments and communities that are planning and building connected active-transportation networks—making it safer and more convenient for people to get where they need to go on foot, by bicycle and by wheelchair. Local governments know that this investment is critical to reduce transportation-related fatalities, strengthen their economies, provide more transportation options to underserved communities and reduce greenhouse gas emissions.

Upcoming Grant Opportunities – Infrastructure/PW Continued

Fast Charge California Project – California Energy Commission

Deadline: July 2025 Expected

- Installation of direct current (DC) fast chargers at businesses and publicly accessible locations.
- Covers up to 100% of project costs, with up to \$55,000 or \$100,000 per charging port, depending on power level.
- Priority funding for tribal, disadvantaged, and low-income communities.
- Only ready-to-build projects with approved utility service design and construction permits are eligible.

Upcoming Grant Opportunities - Continued

U.S. DOT: Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program

Deadline: Summer 2025 Expected

Amount: Up to \$2 million

Match: No

Program is open to Stage 1: Planning and Prototyping projects. The SMART Grants Program funds projects that focus on using technology interventions to solve real-world challenges facing communities, always with a focus on purpose-driven innovation and supporting technologies that provide clear, near-term benefits. A SMART grant may be used to carry out a project that demonstrates at least one of the following: Coordinated automation, Connected vehicles, Sensors, Systems integration, Delivery/logistics, Innovative aviation, Smart grid, Traffic signals

Upcoming Grant Opportunities - Continued

Cal Transportation Commission: Local Transportation Climate Adaptation Program (LTCAP)

Deadline: August 2025 Expected

Amount: Max \$50 Million

Match: Yes, 20%

Purpose: To fund projects that enhance climate resiliency and protect at-risk transportation infrastructure using California's climate projections, such as:

Strengthening roads, bridges, and transit systems against climate impacts (e.g., sea level rise, wildfires, extreme heat).

Flood protection and stormwater management for transportation assets.

Nature-based solutions like wetlands restoration to mitigate climate risks.

Upgrades to ensure infrastructure longevity under future climate conditions.

Projects aligning with regional or state climate adaptation plans.

Upcoming Grant Opportunities – Water Sustainability

USBR: Large-Scale Water Recycling Projects

Deadline: Summer 2025 Expected

Amount: Varies based on project scope

Match: Typically requires a 75% non-federal cost share

Purpose: This program provides funding for large-scale water recycling projects that improve water sustainability and address water supply challenges in the Western United States. The projects are aimed at expanding the capacity for water reuse and conservation.

Upcoming Grant Opportunities - Water Sustainability Continued

USBR: Planning and Project Design Grants

Deadline: Summer 2025 Expected.

Amount: Varies depending on project scope

Match: 50% non-federal cost share required

Summary: To provide funding for the development of comprehensive project designs, feasibility studies, and preliminary planning activities for water resource management and infrastructure improvement projects. These grants help ensure that projects are well-planned, efficient, and sustainable, and are crucial for advancing larger-scale infrastructure efforts to improve water supply reliability and environmental outcomes.

Strategic Alignment with City Goals

- **Infrastructure Improvements:**
 - Focus: Wastewater Treatment, Transportation Planning
 - Examples: Senator Butler's and Congressman Carbajal's Requests.
 - Safe Streets & Roads for All Grant
- **Sustainability Initiatives:**
 - CalTrans' Sustainable Transportation grant targeting GHG reduction.
 - Multiple meetings to discuss the generators at Veterans Hall with FEMA staff.
- **Community Development:**
 - USDA Wildfire Resilience and Local Parks Programs.



Conclusion

- ▶ Any questions?
- ▶ Thank you for your time.



CITY COUNCIL ADVANCE CALENDAR

Meeting Date	Agenda Item	Agenda	Dept
24-Mar	Short Term Vacation Rental update	Discussion	Finance/Planning
	Annual Housing & General Plan Report	Discussion	Planning
	Fire Chief Year in Review	Presentation	City Manager
	JJ Fisher Construction NOC & Budget Adjustment	Discussion	Public Works
	FTA 5311 Grant Agreement	Consent	Public Works
	TDA (Transit Development Act) Grant Funding	Consent	Public Works
14-Apr	Donate Life Proclamation	Proclamation	Mayor
	Receive & file Measure U presentation	Presentation	City Manager
	Grant Funding Applications review	Discussion	Administration
28-Apr	Adopt Fee Schedule Reso	Consent	Administration
	Child Abuse Awareness and Sexual Assault Awareness	Proclamation	Administration
	Grant Funding Presentations	Discussion	Administration
27-May	Fire Hazard Severity Zone Ordinance 1st reading	Discussion	City Manager
	Preliminary Budget Review	Public Hearing	Administration
9-Jun	Fire Hazard Severity Zone Ordinance 2nd reading	Consent	City Manager
	Draft Budget Discussion	Discussion	Administration
	Flag Etiquette	Presentation	Mayor
23-Jun	Final Budget Adoption	Consent	Administration
Future Meetings	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
	Award Nyborg Estates Water Mainline Replacement Contract unfunded liability	Discussion	Utilities
	Calpers Debt Reduction Plan	Discussion	City Manager
Council Requested Agenda Items			
Target Date	Agenda Item	Agenda	Dept
24-Mar	Fire abatement and brush removal program update	Discussion	City Manager
12-May	Guidebook for development standards	Discussion	Planning
12-May	DRC Role & Processing Procedures	Discussion	Planning
14-Apr	On-street Parking Restrictions Policy Direction	Discussion	Public Works
Annual Reports			
	Agenda Item	Agenda	Dept
January	Annual Comprehensive Financial Report	Discussion	Finance
January (odd years)	Brown Act, Public Records Act, Levine Act Training	Presentation	City Attorney
January (odd years)	Appointment to Boards, Commissions, Committees	Discussion	City Clerk
January	Fee Schedule Review	Discussion	Finance
January	Investment Policy Annual Review	Discussion	Finance
February (even years)	Budget to Actual	Discussion	Finance
February	Measure A 5-Year Local Program of Projects	Public Hearing	Public Works
February	Mid-Year Budget Adjustments		Finance
February (even years)	Council Budget Goal Setting	Public Workshop	City Manager
March	Housing General Plan Annual Report	Discussion	Planning
March	SB1 RMRA project List	Public Hearing	Public Works
March	Solvang Mesa LLMD Annual Assessment	Public Hearing	Public Works
March	FTA 5311 Grant Agreement	Consent	Public Works
March	TDA (Transit Development Act) Grant Funding	Consent	Public Works
May (even years)	Ordinance 1st Reading & Adoption Conflict of Interest	Public Hearing	City Attorney
May	Grant Funding Applications review	Discussion	Finance
Oct/Jan/April/July	Quarterly Financial Reports	Consent	Finance
Oct/Jan/April/July	Quarterly Marketing Update	Presentation	Parks & Rec
Oct/Jan/April/July	Quarterly Public Records Requests Report	Consent	City Clerk
June	Preliminary Budget	Discussion	Finance
June	Two-Year Financial Plan Development or Supplemental Budget adoption	Discussion	Finance
June	Capital Improvement Program	Discussion	FIN/Public Works
June/July	Amend Appropriation Limit (GANN)	Public Hearing	
November	Stormwater Management Program Annual Report	Consent	Public Works
December	AB 1600 Report	Discussion	Public Works
December	City Council Reorganization - Appointment of Mayor pro tem	Discussion	City Clerk
December (even years)	City Council Reorganization Council selection of representatives to Committees and Agencies	Discussion	City Clerk



**MINUTES
SOLVANG CITY COUNCIL
MONDAY, FEBRUARY 24, 2025**

Regular Meeting – 6:30 PM

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, Mayor pro tem Claudia Orona, Councilmembers Mark Infanti, Louise Smith

Absent: Councilmember Elizabeth Orona

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

PLEDGE OF ALLEGIANCE

Bridget Paris led in the Pledge of Allegiance.

City Manager Murphy introduced new Public Works Director Bridget Paris.

1. PROCLAMATIONS, COMMENDATIONS AND CEREMONIAL ITEMS - None

Mayor Brown announced that Item No. 3 Public Comment will be heard prior to Item No. 2 City Attorney presentation.

2. PRESENTATIONS

a. City Attorney Brown Act, Public Records Act and the Levine Act Training

City Attorney Steele narrated a PowerPoint presentation with details of the Brown Act, Public Records Act and the Levine Act.

Mayor Brown moved to Item No. 4.

3. PUBLIC COMMUNICATIONS – NON-AGENDA AND CONSENT ITEMS

Mayor Brown invited public comments.

There were no public communications on Non-Agenda and Consent Items and Mayor Brown returned to Item No. 2.

4. CITY MANAGER REPORT AND ADVANCE CALENDAR

City Manager Murphy reported replacing turf at Solvang Park; an AM radio station focused on disaster preparedness and emergency information, community discussion on homelessness, a meeting of the

Measure U Committee and mandatory grant meetings. Additionally, he noted an upcoming joint meeting of the DRC and the Planning Commission and a fire mitigation meeting in conjunction with the County.

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

Councilmember Smith reported attending the Solvang Chamber of Commerce mixer.

Mayor pro tem Claudia Orona reported she will be attending the WEL (Water Education for Latinos) Conference.

Mayor Brown reported attending a Housing and Homelessness Forum in Santa Barbara a recent SBCAG meeting, and the City of Guadalupe handing transit to the City of Santa Maria and asked that Council requests for agenda items have target dates and statuses attached.

6. CONSENT ITEMS

- a. Approve Order of Agenda as Presented
- b. Approve City Council Minutes: February 10, 2025
- c. Receive and file SYVT Monthly Memo – January 2025 Ridership Reports
- d. Receive and file Quarterly Investment Report Oct – Dec 2024
- e. This Item was pulled from Consent by Mayor Brown.
- f. Receive and file Quarterly Council Goals Update

Mayor Brown pulled Item No. e from Consent for separate discussion.

Motion by Mayor Brown, to approve Consent Items, except for Item No. 6.e pulled for separate discussion, seconded by Mayor pro tem Claudia Orona and carried 4-0, Councilmember Elizabeth Orona absent.

EXCLUDED CONSENT ITEMS

- e. **Approve Amendment 1 to the agreement with Extreme Clean Janitorial for additional janitorial services for the additional amount of \$765,422 for a total contract amount not to exceed \$1,380,138 and extend the term to June 30, 2026, and authorize the Mayor to execute on behalf of the City; and**

Approve a budget adjustment of \$215,422

Administrative Services Director Berry presented details of the staff report.

Mayor Brown expressed concerns with the adjustment and questioned whether it is still competitive with the previous bids the City may have had with the changes.

City Manager Murphy explained that part was based on a per unit cost for specific tasks and is consistent with this item.

Motion by Councilmember Infanti, to approve Item No. 6.e and approve the budget adjustment of \$215,422, seconded by Mayor pro tem Claudia Orona and carried 4-0, Councilmember Elizabeth Orona absent.

7. PUBLIC HEARINGS - None

8. DISCUSSION ITEMS

a. Discussion and possible action by the Mayor to Appoint two City Council members to the Ad Hoc Budget Committee

Administrative Services Director Berry presented details of the staff report.

City Manager Murphy reported Councilmember Elizabeth Orona volunteered to be on the Committee.

Mayor Brown appointed Councilmembers Elizabeth Orona and Louise Smith to be on the Ad Hoc Budget Committee.

9. COUNCIL CLOSING COMMENTS - None

10. ADJOURNMENT – 8:37 p.m.

The meeting was adjourned at 8:37 p.m.

Respectfully submitted:

Annamarie Porter, CMC, City Clerk

Santa Ynez Valley
TRANSIT

Solvang • Buellton • Santa Ynez • Los Olivos

NATIONAL
**Transit
Employee**
APPRECIATION
DAY **MARCH 18, 2025**

*Thank
You!*

Mark your calendars for **Transit Appreciation Day** - a day dedicated to recognizing the vital role that public transit plays in our lives and communities. On **March 18**, we're coming together to honor the **SYVT employees that keep us all moving forward!**

Need a ride? Just dial! Dial-A-Ride: 805-688-5452

Fares \$1.75 one way

Seniors (ages 60+)/ADA-Certified Riders

Senior/Disabled Multi-trip Pass.....\$17.50

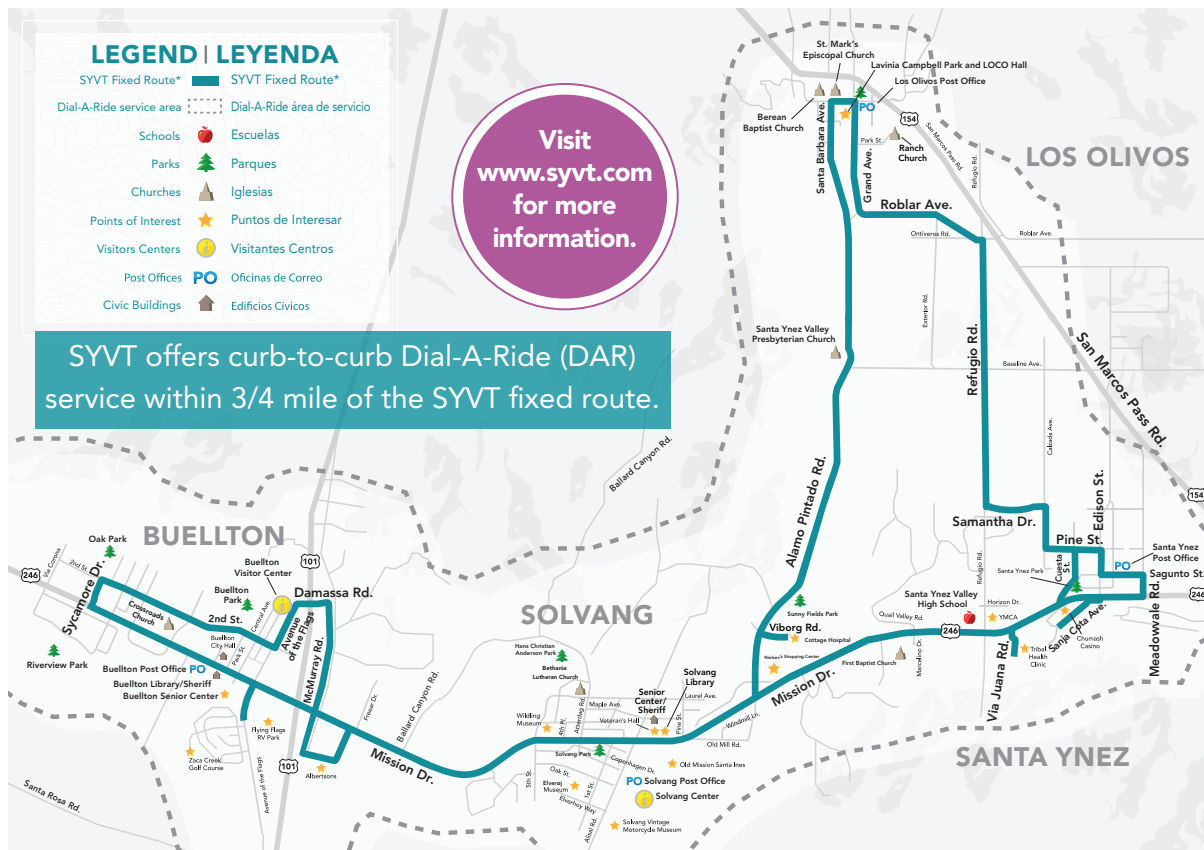
Sunday General Public \$2.25 one way

Service Hours

Monday- Saturday 6:30 AM - 7:00PM

Sunday (open to public)

8:30 AM - 12:30 PM and 1:00 PM - 4:00 PM



RESERVATIONS

Can be made Monday through Sunday. Call 805.688.5452 and leave a detailed message if no customer service representative is available.

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Santa Ynez Valley
TRANSIT
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On March 18, we are taking the time to celebrate those who make sure we reach our destination on time and safely.

NATIONAL
Transit Employee
APPRECIATION
DAY MARCH 18, 2025



ANGELA C.



JAMES M.



JIM H.



LARRY H.



PAUL K.



MARTHA G.



SAM C.



STEPHEN B.



TED K.



CITY COUNCIL STAFF REPORT

AGENDA ITEM 6.d

Meeting Date: March 10, 2025

SUBJECT: Adopt Resolution 25-1280 Approving a Joint Powers Agreement between the City of Solvang and the Lompoc Valley Medical Center for Healthcare Services, and Authorize the Mayor to execute on behalf of the City

PREPARED BY: Randy Murphy, City Manager

DISCUSSION:

Lompoc Valley Medical Center (LVMC) has a medical group division called Lompoc Health which has some 40 physicians and 15 Physician Assistants/Nurse Practitioners. Recently they had an Ear, Nose and Throat physician join Lompoc Health. As a previously independent provider in Lompoc, he has been providing on-site consultations to patients in Solvang, and he would like to be able to continue to provide these services.

LVMC as a Healthcare District is only permitted to operate outside of our District boundary when they have a Joint Powers Agreement (JPA) with the applicable government entity, in this case the City of Solvang. Similar JPA's have been done in other jurisdictions like Santa Maria (attached). The JPA would have no financial implications and does not create any obligations for the City of Solvang.

ALTERNATIVES:

To not approve the Resolution. This is not recommended, as this would not allow the medical services noted above to be performed by LVMC affiliated doctors in Solvang.

FISCAL IMPACT:

None.

ATTACHMENTS:

- A. Resolution 25-1280
- B. JPA between Solvang and LVMC
- C. JPA between Santa Maria and LVMC

RESOLUTION NO. 25-1280

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLVANG CALIFORNIA APPROVING A JOINT POWERS AGREEMENT BETWEEN THE CITY OF SOLVANG AND THE LOMPOC VALLEY MEDICAL CENTER FOR HEALTHCARE SERVICES

WHEREAS, Lompoc Valley Medical Center (LVMC) is an independent special district created under the authority of the California Local Health Care District; and

WHEREAS, the Lompoc Valley Medical Center, an acute-care hospital located in Lompoc, requested a joint powers agreement with the City of Solvang; and

WHEREAS, the LVMC plans to provide physician specialty medical services within the City of Solvang; and

WHEREAS, the LVMC and City of Solvang have each determined that they can best fulfill their respective and mutual mission of serving their communities by working together to exercise certain powers common to the parties, in particular, the enhancement of public health and safety through the provision of more specialized health care services to the residents of the City of Solvang and the surrounding area; and

WHEREAS, the LVMC and City of Solvang have determined that working together to improve and expand health care services and employment opportunities for the communities served by LVMC and City of Solvang will provide substantial benefits to each party and contribute to the general welfare of the communities that they each serve.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOLVANG DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Solvang adopts as findings the recitals set forth above.

SECTION 2. The City Council approves the Joint Powers Agreement between the City of Solvang and the LVMC for healthcare services in the form attached as Exhibit A, and authorizes and directs the Mayor, or designee, to execute the same on behalf of the City.

SECTION 3. The LVMC shall have sole responsibility for establishing, maintaining, and operating one or more health care facility(ies) within the Solvang city limits.

SECTION 3. The term of the agreement shall be 15 years, and the parties may mutually agree to extend the agreement thereafter.

SECTION 4. That either party may terminate the agreement by giving not less than 12 months' notice.

SECTION 5. This resolution shall be effective upon adoption.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and shall cause a certified copy to be filed in the book of original resolutions, and shall provide a copy of this Resolution and the executed agreement to the LVMC.

PASSED, APPROVED, AND ADOPTED on this 10th day of March, 2025.

David Brown, Mayor

APPROVED AS TO FORM:

ATTEST:

Craig Steele, Acting City Attorney

Annamarie Porter, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)ss
CITY OF SOLVANG)

I, Annamarie Porter, City Clerk of the City of Solvang, California do hereby certify that Resolution No. 25-1280 was passed and adopted by the City Council of the City of Solvang at a regular meeting of said City Council held on the 10th day of March 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annamarie Porter, City Clerk

**JOINT POWERS AGREEMENT
BETWEEN
LOMPOC VALLEY MEDICAL CENTER AND
THE CITY OF SOLVANG
FOR HEALTHCARE SERVICES**

THIS JOINT POWERS AGREEMENT ("Agreement") is entered into and executed as of **March 10, 2025** (the "Effective Date"), by and between LOMPOC VALLEY MEDICAL CENTER, a California health care district ("LVMC"), and the **CITY OF SOLVANG, CALIFORNIA** ("CITY"), pursuant to the Joint Exercise of Powers Act (Gov. code, 6500 *et seq.*).

RECITALS

- A. WHEREAS, CITY is a California Charter city; and,
- B. WHEREAS, LVMC is a California health care district organized and operating under The Local Health Care District Law (Health and Safety Code, 32000 *et seq.*), whose powers include establishing, maintaining and operating one or more health care and related facilities within the district; and
- C. WHEREAS, LVMC operates the Lompoc Valley Medical Center, an acute-care hospital located in Lompoc, as well as multiple medical clinics located in Lompoc; and
- D. WHEREAS, LVMC plans to construct and/or operate a new healthcare clinic in the CITY to be approved by the Board of LVMC and by CITY; and
- E. WHEREAS, LVMC and CITY have each determined that they can best fulfill their respective and mutual mission of serving their communities by working together to exercise certain powers common to the parties, in particular the enhancement of public health and safety through the provision of more specialized health care services to the residents of the City of Solvang and the surrounding area.; and
- F. WHEREAS, LVMC and CITY have determined that working together to improve and expand health care services and employment opportunities for the communities served by LVMC and CITY will provide substantial benefits to each party and contribute to the general welfare of the communities that they each serve.

NOW THEREFORE, in consideration of their mutual promises and undertakings set forth herein, the parties agree as follows:

AGREEMENT

ARTICLE 1. PURPOSE AND POWERS.

1.1 Purpose and Powers. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code, commencing with section 6500, relating to the joint powers common to public agencies.

1.1.1 Purpose. The purpose of this Agreement is to allow for the provision of physician specialty medical services provided by LVMC within the City of Solvang.

1.1.2 Powers. The Parties agree to jointly exercise the following powers of the parties, specifically including, but not limited to

- a) LVMC's powers to provide healthcare services authorized under The Local Health Care District Law (Health and Safety Code, §32000 et seq); and
- b) CITY's authority to provide for the general welfare of the community; and
- c) The provision of the above-referenced services to be provided within the geographical boundaries of the CITY; and
- d) All other powers as may be authorized by law, in addition to the specific powers enumerated herein.

1.1.3 Designation Per Government Code 6509. To the extent required by law, the powers exercised by the parties pursuant to this Agreement shall be subject to the restrictions upon the manner of exercising such powers of CITY

ARTICLE 2. NO SEPARATE AGENCY; PARTIES TO ADMINISTER

2.1 No Separate Public Agency. No separate public agency is created by this Agreement.

2.2 Delegation of Authority to LVMC. The parties delegate authority to LVMC to administer this Agreement, including advertising, selecting and entering into contracts in connection with any Projects (as defined below) under this Agreement.

ARTICLE 3. PROJECT SELECTION AND BUDGETS

3.1 Project Selection. LVMC shall be solely responsible for the final selection of any projects to be constructed and/or managed/operated under this Agreement ("Projects").

3.2 Clinic Development. LVMC shall be responsible for development of a NEW CLINIC, which may include Projects necessary to establish the provision of physician services in various medical specialties. At its sole expense, LVMC shall comply with all applicable laws in the construction and operation of a NEW CLINIC and any other Projects including, without limitation, applicable public bidding and prevailing wage laws.

3.3 Approval of Clinic. To the extent required by state law, municipal ordinance, regulation or rule, the LVMC shall at its sole cost process and obtain any necessary ministerial and discretionary permits and environmental review required to construct, manage and/or operate CLINIC, including public hearings before the Planning Commission and City Council. Nothing in this Agreement shall be construed to affect CITY's regulatory authority over any Project and, through the execution of this Agreement, no City pre-determination of any such permit is implied. However, the parties will collaborate to determine the most efficient process of environmental, planning and building review and permitting for the Projects to ensure continuity and consistency, as well as to reasonably expedite CLINIC to be constructed under this Agreement.

3.4 Project Budgets. LVMC shall be solely responsible for establishing a budget for any Projects.

3.5 Responsibility for Costs. LVMC shall be solely responsible for the costs, debts and liabilities incurred to construct any Project, including payment for any costs or fees for Projects submitted to CITY for review. Accordingly, LVMC shall solely retain all ownership interests in any Project, and CITY will not be entitled to any ownership interest in any Project.

ARTICLE 4. LIABILITY; INDEMNIFICATION

4.1 Allocation of Liabilities. As to any debts or liabilities based upon California Government Code section 895.2, pursuant to the provisions of California Government Code section 895.4, this Article allocates such liabilities (e.g., the vicarious liability imposed by law as a result of the existence of this joint powers agreement). LVMC shall be solely liable for both the debts and liabilities incurred in the performance of this Agreement and the provision of healthcare services in the City. The rules therefore as set forth in California Civil Code 2778 are hereby made a part of this Agreement.

4.2 LVMC Defense and Indemnity Obligation. LVMC shall defend, indemnify and hold CITY, its City Council members, officials, officers, employees and agents harmless from and against all claims, demands, liability, costs, expenses, damages, injury or loss (including reasonable attorneys' fees) to which CITY, its City Council members, officials, officers, employees and agents may be subject by reason of any claims challenging the validity of this Agreement or any action taken in furtherance of this Agreement, including but not limited to, any challenge to the approval of the CLINIC or any contract to implement the CLINIC, alleged wrongdoing, misconduct, negligence, or fault by LVMC, its board members, officials, officers, employees or agents in the performance of this Agreement, and including any debts or liabilities incurred in the performance of this Agreement or the provision of healthcare services in the City.

4.3 Notice of Third-Party Claim. Upon receipt of any third-party claim, demand or other notice that may result in an indemnity obligation of the other party under this Article, the receiving party shall provide a copy of such claim, demand or other notice to the other party as soon as reasonably practicable, but in any event within ten (10) calendar days of receipt.

ARTICLE 5. TERM AND TERMINATION

5.1 Effective Date; Term. This agreement shall be effective as of the date of this Agreement first written above. It shall continue in full force and effect for a term of fifteen (15) years from the effective date. This Agreement may be extended by mutual agreement of the parties, expressed by approval of each of the party's governing bodies.

5.2 Termination Option. Either party may elect to terminate this Agreement by giving not less than twelve months prior written notice to the other party, whereupon this Agreement will terminate at the end of the following fiscal year.

5.3 Parties' Rights and Duties on Expiration or Termination. Should this Agreement expire at the end of its initial term, or if it is terminated for any reason, the parties shall continue to work together until all obligations incurred prior to expiration or notice of termination, have been fully performed. No further obligations will be incurred

ARTICLE 6. MISCELLANEOUS

6.1 Public Safety. LVMC shall coordinate with CITY and the City's fire and police service providers to ensure that the CITY Fire and Police service providers are able to serve all LVMC medical facilities through the provision of public safety radio amplifiers and any related equipment to provide adequate radio coverage within all LVMC facilities.

6.2 Governing Law. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the State of California.

6.3 Entire Agreement. This Agreement contains the entire Agreement of the parties and shall be binding upon and inure benefit of the parties, their successors and assigns

6.4 Additional Parties. Nothing herein shall preclude the addition of other governmental entities as parties to this Agreement, so long as the parties to this Agreement approve such addition by votes of their respective governing bodies. If an entity is added as a party, it shall be bound by the terms and conditions of this Agreement.

6.5 Notices. Notices required by law or by this Agreement, shall be deemed sufficient if given, in writing and deposited in the United States Mail, postage prepaid, to the following:

To LVMC: Chief Executive Officer
Lompoc Valley Medical Center
1515 E. Ocean Avenue
Lompoc, CA 93436

To CITY: City of Solvang
City Manager
1644 Oak Street
Solvang, CA 93463

Notices shall be deemed given in the case of United States Mail, five (5) calendar days after deposit in the mail.

6.6 Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall be to the extent judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, or conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent allowed by law.

6.7 Agreement Not Partnership or Joint Venture; No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to establish relationships between the parties other than those expressly described and set forth. The agreements contained herein are made solely for the benefit of the parties and shall not be construed as benefiting any person who is not a party to this Agreement.

6.8 Assignment. No party may assign any right, claim or interest it may have under this Agreement, provided that in the event LVMC becomes lawfully authorized to separately operate the Clinic, then LVMC may, in its sole discretion, assign all right, title and interest in any contracts entered into under this Agreement to LVMC as the sole and exclusive contracting entity.

6.9 Binding Effect. This Agreement shall be binding upon the successors of the parties.

6.10 Survival. Notwithstanding the termination of this Agreement, the defense, indemnification and hold harmless provisions shall survive and be fully enforceable.

6.11 Waiver of Terms; Effect. By action of each party's governing boards, the time specified in this Agreement for performance of any act by the parties, may be extended or waived, for good cause. Any such extension or waiver shall affect only the time period to which it is directed, and it shall not be deemed applicable to subsequent deadlines relating to the subject matter of the extension or waiver, nor shall it be deemed to apply to any other time constraints or requirements contained in this Agreement.

6.12 Agreement as Integrated Document; Titles and Headings Not Part. This Agreement fully and completely integrates all agreements and understandings of the parties regarding its subject matter. Titles and headings contained herein are not a part of the agreement of the parties. They are included only for descriptive purposes and shall not be deemed as incorporated into this Agreement for any other purposes.

6.13 Amendment• Method Prescribed. This Agreement may be amended at any time, by written agreement of the parties, acting by and through their governing boards.

6.14 Authority to Enter into Agreement. Each represents that it has the full power and authority to enter to this Agreement and to carry out the powers contemplated by it. Each party further represents that it has taken all action necessary to authorize the execution, delivery and performance of the Agreement. Each person signing below warrants that he/she has full power and authority to bind the party under which her/his signature appears.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers as of the date first above written.

By: _____

Printed Name: _____David Brown_____

Title: _____Mayor_____

LVMC:

Lompoc Valley Medical Center

By: _____

Printed Name: ____Yvette Cope_____

Title: _____Chief Executive Officer_____



CITY OF SANTA MARIA
OFFICE OF THE CITY MANAGER
Records/City Clerk, Ext. 2306
cityclerk@cityofsantamaria.org

110 EAST COOK STREET, ROOM 3 • SANTA MARIA, CA 93454-5190 • 805-925-0951 • FAX 805-925-2243 • www.cityofsantamaria.org

April 28, 2022

Received

MAY 2 - 2022

Steve Popkin, Chief Executive Officer
Lompoc Valley Medical Center
1515 E. Ocean Avenue
Lompoc, CA 93436

LVMC Administration

RE: Agreement with the City of Santa Maria

At its regular meeting on Tuesday, April 19, 2022, the City Council of the City of Santa Maria adopted Resolution No. 2022-31 approving an agreement between Lompoc Valley Medical Center and the City of Santa Maria.

Enclosed are three originals of the agreement, along with a certified copy of the Resolution. **Please obtain the required signatures on all three agreements, retain one for your records, and return two to me.**

Should you have any questions, please do not hesitate to contact this office at 805-925-0951, ext. 2306.

Sincerely,

M. Beth Cleary
Deputy City Clerk

Enclosure: Agreements
Resolution
SA Envelope

RESOLUTION NO. 2022-31

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SANTA MARIA, CALIFORNIA, APPROVING A JOINT POWERS AGREEMENT
BETWEEN THE CITY OF SANTA MARIA AND THE LOMPOC VALLEY MEDICAL
CENTER FOR HEALTHCARE SERVICES**

WHEREAS, Lompoc Valley Medical Center (LVMC) is an independent special district created under the authority of the California Local Health Care District; and

WHEREAS, the Lompoc Valley Medical Center, an acute-care hospital located in Lompoc, requested a joint powers agreement with the City of Santa Maria (CSM) after receiving no objections from Dignity Health; and

WHEREAS, the LVMC plans to provide physician specialty medical services within the City of Santa Maria; and

WHEREAS, the LVMC and City of Santa Maria have each determined that they can best fulfill their respective and mutual mission of serving their communities by working together to exercise certain powers common to the parties, in particular, the enhancement of public health and safety through the provision of more specialized health care services to the residents of the City of Santa Maria and the surrounding area; and

WHEREAS, the LVMC and City of Santa Maria have determined that working together to improve and expand health care services and employment opportunities for the communities served by LVMC and CSM will provide substantial benefits to each party and contribute to the general welfare of the communities that they each serve.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Maria that:

- 1) The City Council authorizes and directs the City Manager, or designee, to execute a Joint Powers Agreement to be established between the City of Santa Maria and the Lompoc Valley Medical Center for healthcare services; and
- 2) The Lompoc Valley Medical Center assumes sole responsibility for establishing, maintaining, and operating one or more health care facility(ies) within Santa Maria city limits; and
- 3) The term of the agreement shall be 15 years; and
- 4) Either party may terminate by giving not less than 6 months' notice; and
- 5) The Chief Deputy City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the Chief Deputy City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria, California, held this 19th day of April 2022.

ATTEST:

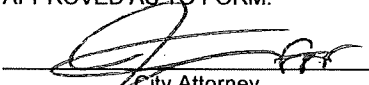
/s/ RHONDA M. WHITE, CMC

Chief Deputy City Clerk

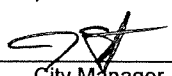
/s/ ALICE M. PATINO

Mayor

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO CONTENT:


Department Director

City Manager

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF SANTA MARIA)

I, **Rhonda M. White, CMC**, Chief Deputy City Clerk of the City of Santa Maria and ex officio Clerk of the City Council, **DO HEREBY CERTIFY** that the foregoing is a full, true and correct copy of **Resolution No. 2022-31** which was duly and regularly introduced and adopted by said City Council at a regular meeting held **April 19, 2022**, and carried on the following vote:

AYES: Councilmembers Cordero, Escobedo, Soto,
 Waterfield, and Mayor Patino.

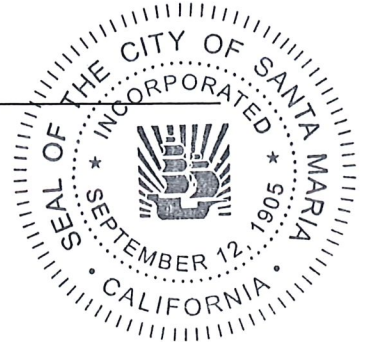
NOES: None.

ABSENT: None.

ABSTAIN: None.



Chief Deputy City Clerk
City of Santa Maria



**JOINT POWERS AGREEMENT BETWEEN
LOMPOC VALLEY MEDICAL CENTER
AND
THE CITY OF SANTA MARIA
FOR HEALTHCARE SERVICES**

THIS JOINT POWERS AGREEMENT (“Agreement”) is entered into and executed as of April 19, 2022, (the “Effective Date”), by and between LOMPOC VALLEY MEDICAL CENTER, a California health care district (“LVMC”), and the CITY OF SANTA MARIA (“CITY”), pursuant to the Joint Exercise of Powers Act (Gov. Code, § 6500 *et seq.*).

RECITALS

A. WHEREAS, CITY is a California charter city; and,

B. WHEREAS, LVMC is a California health care district organized and operating under The Local Health Care District Law (Health and Safety Code, § 32000 *et seq.*), whose powers include establishing, maintaining and operating one or more health care and related facilities within the district; and

C. WHEREAS, LVMC operates the Lompoc Valley Medical Center, an acute-care hospital located in Lompoc, as well as multiple medical clinics located in Lompoc; and

D. WHEREAS, LVMC plans to operate a new healthcare clinic in the CITY to be approved by the Board of LVMC and by CITY; and

E. WHEREAS, LVMC and CITY have each determined that they can best fulfill their respective and mutual mission of serving their communities by working together to exercise certain powers common to the parties, in particular the enhancement of public health and safety through the provision of more specialized health care services to the residents of the City of Santa Maria and the surrounding area.; and

F. WHEREAS, LVMC and CITY have determined that working together to improve and expand health care services and employment opportunities for the communities served by LVMC and CITY will provide substantial benefits to each party and contribute to the general welfare of the communities that they each serve;

NOW THEREFORE, in consideration of their mutual promises and undertakings set forth herein, the parties agree as follows:

AGREEMENT ARTICLE

1. PURPOSE AND POWERS.

1.1 Purpose and Powers. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500, relating to the joint powers common to public agencies.

1.1.1 Purpose. The purpose of this Agreement is to allow for the provision of physician specialty medical services provided by LVMC within the City of Santa Maria.

1.1.2 Powers. The Parties agree to jointly exercise the following powers of the parties, specifically including, but not limited to:

- (a) LVMC's powers to provide healthcare services authorized under The Local Health Care District Law (Health and Safety Code, § 32000 *et seq*); and
- (b) CITY's authority to provide for the general welfare of the community and
- (c) The provision of the above-referenced services to be provided within the geographical boundaries of the CITY;
- (d) All other powers as may be authorized by law, in addition to the specific powers enumerated herein.

1.1.3 Designation Per Government Code § 6509. To the extent required by law, the powers exercised by the parties pursuant to this Agreement shall be subject to the restrictions upon the manner of exercising such powers of CITY.

ARTICLE 2. NO SEPARATE AGENCY; PARTIES TO ADMINISTER

2.1 No Separate Public Agency. No separate public agency is created by this Agreement.

2.2 Delegation of Authority to LVMC. The parties delegate authority to LVMC to administer this Agreement, including advertising, selecting and entering into contracts in connection with any Projects (as defined below) under this Agreement.

ARTICLE 3. PROJECT SELECTION AND BUDGETS

3.1 Project Selection. LVMC shall be solely responsible for the final selection of any projects to be constructed and/or managed/operated under this Agreement ("Projects").

3.2 Clinic Development. LVMC shall be responsible for development of the NEW CLINIC, which may include Projects necessary to establish the provision of physician services in one or more medical specialties.

3.3 Approval of Clinic. To the extent required by municipal ordinance, regulation or rule, the LVMC shall at its sole cost process and obtain any necessary discretionary permits and environmental review required to construct, manage and/or operate CLINIC, including public hearings before the Planning Commission and City Council. Nothing in this Agreement shall be construed to affect CITY's regulatory authority over any Project, except as expressly provided herein. However, the parties will collaborate to determine the most efficient process of environmental, planning and building review and permitting for the Projects to ensure continuity and consistency, as well as to reasonably expedite CLINIC to be constructed under this Agreement.

3.4 Project Budgets. LVMC shall be solely responsible for establishing a budget for any Projects.

3.5 Responsibility for Costs. LVMC shall be solely responsible for the costs, debts and liabilities incurred to construct any Project, including payment for any costs or fees for Projects submitted to CITY for review. Accordingly, LVMC shall solely retain all ownership interests in any Project, and CITY will not be entitled to any ownership interest in any Project.

ARTICLE 4. LIABILITY; INDEMNIFICATION

4.1 Allocation of Liabilities. As to any debts or liabilities based upon California Government Code section 895.2, pursuant to the provisions of California Government Code section 895.4, this Article allocates such liabilities (e.g., the vicarious liability imposed by law as a result of the existence of this joint powers agreement). LVMC shall be solely liable for both the debts and liabilities incurred in the performance of this Agreement. The rules therefore as set forth in California Civil Code § 2778 are hereby made a part of this Agreement

4.2 LVMC Defense and Indemnity Obligation. LVMC shall defend, indemnify and hold CITY, its City Council members, officials, officers, employees and agents harmless from and against all claims, demands, liability, costs, expenses, damages, injury or loss (including reasonable attorneys' fees) to which CITY, its City Council members, officials, officers, employees and agents may be subject by reason of any claims challenging the validity of this Agreement or any action taken in furtherance of this Agreement, including but not limited to, any challenge to the approval of the CLINIC or any contract to implement the CLINIC, alleged wrongdoing, misconduct, negligence, or fault by LVMC, its board members, officials, officers, employees or agents in the performance of this Agreement, and including any debts or liabilities incurred in the performance of this Agreement,.

4.3 Notice of Third-Party Claim. Upon receipt of any third-party claim, demand or other notice that may result in an indemnity obligation of the other party under this Article, the receiving party shall provide a copy of such claim, demand or other notice to the other party as soon as reasonably practicable, but in any event within ten (10) calendar days of receipt.

ARTICLE 5. TERM AND TERMINATION

5.1 Effective Date; Term. This agreement shall be effective as of the date of this Agreement first written above. It shall continue in full force and effect for a term of fifteen (15) years from the effective date unless terminated as hereinafter provided. This Agreement may be extended by mutual agreement of the parties, expressed by approval of each of the party's governing bodies.

5.2 Termination Option. Either party may elect to terminate this Agreement by giving not less than six (6) months prior written notice to the other party, whereupon this Agreement will terminate at the end (June 30) of the following fiscal year.

5.3 Parties' Rights and Duties on Expiration or Termination. Should this Agreement expire at the end of its initial term, or if it is terminated for any reason, the parties shall continue to work

together until all obligations incurred prior to expiration or notice of termination, have been fully performed. No further obligations will be incurred.

ARTICLE 6. MISCELLANEOUS

6.1 Public Safety. LVMC shall coordinate with CITY to ensure that the CITY Fire and Police departments are able to serve all LVMC medical facilities through the provision of public safety radio amplifiers and any related equipment to provide adequate radio coverage within all LVMC facilities.

6.2 Governing Law. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the State of California.

6.3 Entire Agreement. This Agreement contains the entire Agreement of the parties and shall be binding upon and inure benefit of the parties, their successors and assigns.

6.4 Additional Parties. Nothing herein shall preclude the addition of other governmental entities as parties to this Agreement, so long as all parties consent in writing to such addition. If an entity is added as a party, it shall be bound by the terms and conditions of this Agreement.

6.5 Notices. Notices required by law or by this Agreement, shall be deemed sufficient if given, in writing and deposited in the United States Mail, postage prepaid, to the following:

To LVMC: Chief Executive Officer
Lompoc Valley Medical Center
1515 E. Ocean Avenue
Lompoc, CA 93436

To CITY: City of Santa Maria
City Manager
110 E. Cook Street
Santa Maria, CA 93454

Notices shall be deemed given in the case of United States Mail, five (5) calendar days after deposit in the mail.

6.6 Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall be to the extent judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, or conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent allowed by law.

6.7 Agreement Not Partnership or Joint Venture; No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to establish relationships between the parties other than those expressly described and set forth. The agreements contained herein are made solely for the benefit of the parties and shall not be construed as benefiting any person who is not a party to this Agreement.

6.8 Assignment. No party may assign any right, claim or interest it may have under this Agreement, provided that in the event LVMC becomes lawfully authorized to separately operate the Clinic, then LVMC may, in its sole discretion assign all right, title and interest in any contracts entered into under this Agreement to LVMC as the sole and exclusive contracting entity.

6.9 Binding Effect. This Agreement shall be binding upon the successors of the parties.

6.10 Survival. Notwithstanding the termination of this Agreement, the defense, indemnification and hold harmless provisions shall survive and be fully enforceable.

6.11 Waiver of Terms; Effect. By action of each party's governing boards, the time specified in this Agreement for performance of any act by the parties, may be extended or waived, for good cause. Any such extension or waiver shall affect only the time period to which it is directed, and it shall not be deemed applicable to subsequent deadlines relating to the subject matter of the extension or waiver, nor shall it be deemed to apply to any other time constraints or requirements contained in this Agreement.

6.12 Agreement as Integrated Document; Titles and Headings Not Part. This Agreement fully and completely integrates all agreements and understandings of the parties regarding its subject matter. Titles and headings contained herein are not a part of the agreement of the parties. They are included only for descriptive purposes and shall not be deemed as incorporated into this Agreement for any other purposes.

6.13 Amendment; Method Prescribed. This Agreement may be amended at any time, by written agreement of the parties, acting by and through their governing boards.

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6.14 Authority to Enter into Agreement. Each party represents that it has the full power and authority to enter to this Agreement and to carry out the powers contemplated by it. Each party further represents that it has taken all action necessary to authorize the execution, delivery and performance of the Agreement. Each person signing below warrants that he/she has full power and authority to bind the party under which her/his signature appears.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers as of the date first above written.

CITY:

CITY OF SANTA MARIA

By: 

Printed Name: Jason Stilwell

Title: City Manager

ATTEST:



Chief Deputy City Clerk

4/28/22

LVMC:

LOMPOC VALLEY MEDICAL CENTER

By: 

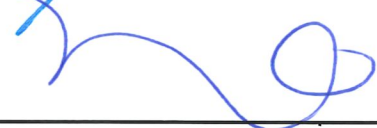
Printed Name: STEVE POPKIN

Title: CEO

Approved as to form:

 for

Thomas Watson
City Attorney



Mellissa Guerrero
Risk Manager



CITY COUNCIL STAFF REPORT

AGENDA ITEM 8.a

Meeting Date: March 10, 2025

SUBJECT: Approve the Agreement with BrightView Landscape Services Inc for Landscape Services for the Solvang (Skytt) Mesa LLMD in the amount of \$274,824.00 plus a contingency of 10% \$27,500 for a total contract amount not to exceed \$302,324 for the term April 1, 2025 – December 31, 2027, and Authorize the Mayor to execute on behalf of the City

PREPARED BY: Randy Murphy, City Manager

DISCUSSION:

The landscape maintenance contract for the Solvang (Skytt) Mesa Lighting, Landscape and Maintenance District (LLMD) expired at the end of 2024 and was extended through the end of March 2025 in order to solicit proposals from qualified firms (see attached RFP). Four firms submitted responses and staff reviewed them and determined that the current contractor, BrightView, would be the best choice to provide services to the community.

ALTERNATIVES:

To select another proposer. This is not recommended since the current Agreement expires at the end of March.

FISCAL IMPACT:

No General Fund impact. These costs are paid out of the LLMD fund, which is collected by the County via annual property assessments.

ATTACHMENTS:

- A. Contract with Exhibits
- B. Brightview Response



CITY OF SOLVANG **PROFESSIONAL SERVICES AGREEMENT**

PARTIES AND DATE. This Agreement is made and entered into **this 1st day of APRIL, 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 **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a California Corporation with its principal place of business at 980 Jolly Road Suite 300 Blue Bell, PA 19422 ("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 **\$274,824.00 plus a 10% contingency of \$27,500.00 for a total amount not to exceed \$302,324.00**, 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:** Consultant 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, 2027**, unless earlier extended as set forth in this Section. Upon approval of the governing body, the City, with the agreement of Consultant, is authorized to extend the term of this agreement for two additional One-year periods, 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 Manager 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:

PARTY	ADDRESS
TO: CITY OF SOLVANG	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
TO: CONSULTANT	Anthony Messina, Vice President Brightview Landscape Services, Inc. 980 Jolly Road, Suite 300 Blue Bell, PA 19422

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
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

David Brown, Mayor

Anthony Messina, Vice President

ATTEST:

APPROVED AS TO FORM
Richards, Watson & Gershon

Annamarie Porter, City Clerk

Craig Steele, Acting City Attorney

EXHIBIT A
SCOPE OF WORK, PROJECT MAP
&
FEE SCHEDULE

EXHIBIT A

SCOPE OF SERVICES & STANDARDS OF CARE

SECTION I – Purpose: Landscape Maintenance Contract

The purpose of the Solvang Mesa LLMD Landscape Maintenance Contract is to provide landscape maintenance services for the City of Solvang at Skytt Mesa on a weekly and monthly schedule to maintain the landscaping in a sustained, vibrant and healthy condition, and the irrigation system in good working order. The Solvang Mesa LLMD contract maintenance area shall be as illustrated in the “Map of Solvang Mesa LLMD Maintenance Areas” attached hereto as **Exhibit B**. It shall be the Contractor's responsibility to furnish at his own expense all tools, equipment, labor, material and services necessary for the satisfactory performance of the work described herein.

SECTION II - Work to be Performed

Landscape Maintenance. Contractor shall perform weekly landscape maintenance that includes lawn mowing and edging, weeding, pruning, trimming and shaping trees and plants as needed, mulching, fertilizing, rodent and insect pest control, keeping sidewalks clean, and irrigation system operations and maintenance. Landscape maintenance shall be provided in accordance with the Standards of Care described below, within the Contract Area described below, and further include the following:

1. Operate and maintain the Solvang Mesa LLMD irrigation system. The City of Solvang will make available seven irrigation meters for use by the Contractor. The existing irrigation meters are located as described below.
 - a. Meter #83831968 (13-3124) NW corner Skytt Mesa Drive & Petersen Avenue
 - b. Meter #76466089 (13-3167) West side of knuckle at Skytt Mesa Drive & Olesen Drive
 - c. Meter #83831967 (13-3124) SE side of knuckle at Park View Trail & Petersen Avenue
 - d. Meter #83746510 (07-3064) South side of intersection Park View Trail & Coast Oak Drive
 - e. Meter #76670898 (13-3185) NW corner Mid Mesa Drive & Sawleaf Lane
 - f. Meter #74135686 (13-4064) East side of Valley Oak Road (South of Hans Park Trail)
 - g. Meter #83746525 (13-3124) SE corner Chalk Hill Road & Solvang Mesa Drive
2. Closely monitor irrigation water usage to minimize usage while maintaining the landscaping in a sustained, vibrant and healthy condition. Typical allowed hours of irrigation shall be between 9 PM and 9 AM, Sunday through Friday, or as otherwise approved by the Utilities Director. Irrigation water usage use may be restricted by the Utilities Director based on water conservation directives.
3. Provide site specific rodent and insect pest control on a regular ongoing basis. The frequency will be determined by the contractor with the intent to avoid pest intrusion and/or establishment into maintained areas. Upon notification of pests by the public or by the

City Monitor, respond within 1 week with pest control plan, schedule, and if possible implementation. Within 30 days of specific area being effected, Contractor shall retreat affected area at least twice after initial treatment to optimize rodent/insect pest control.

4. Provide semi-annual grass and vegetation clearing of the gravel frontage road paralleling Mission Drive (Highway 246); at the entrance/inlet to the storm drain overflow pipe; and of the detention basin access road and perimeter road. Provide semi-annual grass and vegetation clearing in accordance with the Maintenance Schedule.
5. Provide annual fire abatement of grasses and vegetation management in unfenced portions of the Open Space areas and a 10' wide buffer around the perimeter of Skytt Mesa (except where shown as excluded in attached Exhibit "B" Map of Solvang Mesa LLMD Maintenance Areas).
6. Provide annual detention basin vegetation clearing within bottom and side slopes of the detention basin in accordance with the Typical and Seasonal Schedule.

Contract Area. The Solvang Mesa LLMD contract maintenance area includes the existing landscaping at the south entrance, north entrance, established parkway plantings and common area plantings, corner lot side-yards (including projection to front corner), detention basin, access road and frontage road and buffer areas as illustrated in attached Exhibit "B" Map of Solvang Mesa LLMD Maintenance Areas. Below is a summary of the contract areas and improvements that shall be operated, maintained and serviced by the Contractor.

1. Entrance landscaping at south entrance along Skytt Mesa Drive;
2. Parkway landscaping along Chalk Hill Road along the frontage of the Skytt Mesa development (north entrance);
3. Landscaped parkways throughout the Skytt Mesa development;
4. Landscaping in corner lot side-yard areas including projection to front corner as shown in attached Exhibit "B" Map of Solvang Mesa LLMD Maintenance Areas (limited to accessible areas outside private fencing);
5. Landscaping in designated open space areas and common areas as shown on Map of Solvang Mesa LLMD Maintenance Areas;
6. Landscaping in the Caltrans Mission Drive right of way within 30' of Skytt Mesa Drive entrance;
7. Ten foot buffer area along perimeter fencing (annual fire abatement and vegetation management.) Note: Individual lot owners shall be responsible for such annual fire abatement and vegetation management within those areas enclosed by a fence;
8. Frontage road along Mission Drive, storm drain overflow pipe inlet, detention basin access road and trail, and road adjacent to detention basin; and
9. Detention basin vegetation management.

SECTION III - Work Performance Monitoring & Documentation

The City of Solvang will monitor the work performance of the Contractor by checking on the condition of the landscaping and irrigation system on a weekly basis. The City of Solvang will appoint an authorized contract monitor (**Monitor**) to meet with the Contractor on a bi-weekly basis. The determination of acceptable Contractor performance will be made at the sole discretion

of the Monitor. The standards of care required for this contract are described below in the Standards of Care section. Compliance with the Standards of Care is considered an integral part of the contract Scope of Services.

The Monitor has authority to withhold up to 10% of monthly payment for any incomplete/missed maintenance work until such time as Contractor completes missed work.

Contractor shall obtain a City of Solvang Business Certificate and keep it current during the term of this agreement. The Contractor must also:

1. Complete on a weekly basis the Weekly Landscape Maintenance Checklist. The Contractor shall check off all items of work completed, and note any irrigation system malfunctions and corrective work completed.
2. Complete and document work identified on the Typical and Seasonal Landscape Maintenance Schedule. Provide Update on a Bi-weekly basis to the Monitor. The Typical and Seasonal Landscape Maintenance Schedule provides general guidance regarding seasonal activities.
3. Meet on a bi-weekly basis with the City appointed Monitor, review the Seasonal Schedule and Weekly Checklists with the Monitor, and obtain the Monitors signature on all Weekly Checklists. Contractor shall provide signed Weekly Checklists with monthly invoice to the City of Solvang, Public Works Director. No payment will be issued by the City without receipt of the signed Weekly Checklists.
4. Maintain during the term of this contract a current and valid C-27 State Contractor's License, and possess (or have personnel who possess) a current Qualified Applicator Certificate from the State of California Department of Pesticide Regulation.

SECTION IV - Equipment Requirements

In the performance of this contract, all equipment used shall be properly maintained both as to condition and appearance so as to insure a high level of landscape maintenance service. All equipment must be compliant with State and Federal regulations. Landscape maintenance equipment must be maintained in good operating condition both mechanically and for physical appearance throughout the term of this agreement. Contractor shall maintain sufficient reserve equipment to have the ability to provide suitable backup equipment to ensure that landscape maintenance schedules are maintained in the event that mechanical problems develop with Contractor's first line equipment.

SECTION V - Noise Abatement

The Contractor shall conform to the regulations set forth in the local codes and ordinances with regard to maximum noise levels permitted during specified hours and the restrictions on the causing of excessive noise in the area. All equipment shall be of the quietest available for the type of work being performed, and said equipment shall not produce sound levels in excess of 90 dba measured at an unobstructed distance of 25 feet.

SECTION VI - Dust Abatement

The Contractor shall maintain and operate all equipment in such a manner so as to prevent his equipment from producing dust in amounts damaging to property, vegetation, or domestic animals or birds, or causing a nuisance to persons living in or occupying buildings in the vicinity of the work. All equipment components provided by the manufacturer for the purpose of dust containment shall be maintained in accordance with the equipment manufacturer's specifications, recommendations, and maintenance schedules.

SECTION VII - Inclement Weather

In the event that scheduled weekly landscape maintenance is not possible due to weather conditions or other unforeseen occurrences, Contractor shall notify the City of Solvang at the earliest possible time and arrange for landscape maintenance on the next work day that weather conditions permit. If weather conditions prevent landscape maintenance from occurring for a full week (Monday through Friday) the Contractor shall **reduce monthly invoice by 15%** for each full week that landscape maintenance has not occurred. This will be communicated and confirmed with the Monitor at the bi-weekly meeting and reflected in the monthly invoicing.

SECTION VIII - Additional Work

In the event the City of Solvang desires any additional, extra, or non-contract work (outside the scope of this contract), the City will provide a written description of the additional work desired, and request a price quote from the Contractor. Contractor shall submit a price quote to the City for the additional work within two weeks. No additional work shall be performed without prior written approval from the City. If loss occurs as a result of excluded damage, replacement will be paid for by the City as additional work. Contractor shall submit a price quote to the City for replacement within two weeks of the loss. No work on excluded damage shall be performed without prior written approval from the City. Price quote shall include a cost breakdown of expected material and labor.

Excluded Damage. The term "excluded damage" as used in this document shall refer to damage caused by vandalism, pedestrians, vehicles, or other unusual factors. Excluded damage does not include damage caused by the contractor's actions, lack of reasonable care, pest damage (such as insects and rodents), diseases, or plant loss due to lack of water for any reason.

SECTION IX - Disposal of Debris

The Contractor may, at the City's discretion, haul and dispose of organic waste collected by the landscape maintenance operation at the City's green waste collection site at Hans Christian Andersen Park (HCA) Park. All other waste shall be hauled and properly disposed of at a licensed land fill or disposal area outside the Solvang City Limits in accordance with State and local laws at Contractor's own expense.

STANDARDS OF CARE

CARE OF PLANTED AREAS

A. Trees:

1. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
2. Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches. Legally discard all tree trimmings off-site. Pruning of this type is a minor non-reimbursable cost to be included as part of the regular maintenance.
3. All trees located within the LLMD maintenance area shall be assessed annually by a certified arborist. The arborist shall provide a report indicating general size and species of each tree, the condition of each tree, and any recommended action to be taken by the contractor to maintain the trees in healthy, vigorous growing condition, free from disease and large concentrations of pests. The City will provide a database of trees in excel format. The current database includes 306 total trees. The Arborist report shall update the database to include any changes to the tree inventory. A copy of the report shall be provided to the City.
4. Any recommendations of the arborist's report shall be scheduled and carried out by the Contractor. The Typical and Seasonal Schedule assumes this assessment to occur in the winter timeframe; however, the actual schedule shall be determined by the Contractor's arborist.
5. It is the desire of the City that once a year all trees shall be pruned as necessary to encourage a high-branching structure. Remove all non-structural branches between the ground and a point half the tree's total height (for tall trees don't remove branches higher than 12' above the ground). The exception shall be for trees planted for screening purposes such as those at rear perimeters of many sites. In these locations trees shall not be pruned except as needed to remove dead, diseased, broken, dangerous, or crossing branches. Check with the **Monitor** prior to pruning.
6. Any tree found to be dead or missing shall be replaced with a tree of identical species at the contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote to the City for replacement within two weeks of the loss. No excluded work shall be performed without prior written approval from the City.
7. Replacement trees shall be #24 box size as defined by the American Nursery Association with minimum trunk diameter of 1.5" as measured 12 inches above ground level.
8. Replacement trees shall be approved for size and appearance by the **Monitor** prior to planting. Replacement trees shall be double staked with 2" diameter stakes. Six slow-release fertilizer tablets shall be placed in backfill material, evenly spaced around root-ball, but not touching the root-ball.
9. Remove tree stakes from trees when the trunks are larger than 2" diameter and the trees are able to support themselves. Recycle used stakes if possible.
10. If disease is present, the cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a

- solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
11. When practical, provide insect pest control by pruning or removing problem plant material rather than spraying any insecticide.

B. Shrubs and Vines:

1. Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
2. Shrubs shall be pruned weekly only as needed to remove branches that are dead, broken, extending beyond the face of curbs or back of sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow un-pruned to their natural sizes, if space is available. When 2 or more plants are competing for space, Contractor shall consult with **Monitor**, and remove 1 or more shrub as appropriate to maintain aesthetic appearance.
3. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous, hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes).
4. Allow shrubs three months to rejuvenate following a hard frost prior to pruning or replacing.
5. Any shrub found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. Replacement shrubs shall be #5 size as defined by the American Nursery Association. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote to the City for replacement within two weeks of the loss. No excluded work shall be performed without prior written approval from the City.
6. Replacement shrubs shall be at least 18 inches in height when planted, unless otherwise approved by the **Monitor**. Place two slow-release fertilizer tablets in backfill material, six inches deep on opposite sides of the root-ball, but not touching the root-ball.
7. If disease is present, the cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized between every three shrubs to minimize the possibility of spreading disease. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
8. When practical, provide insect pest control by pruning or removing problem plant material rather than spraying any insecticide.

C. Groundcover:

1. Groundcover shall be maintained in a healthy, vigorous growing condition.

2. Any groundcover found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. Replacement groundcover shall be planted at eight inches spacing from flats to encourage quick coverage. Prior to planting replacement groundcover, the soil shall be tilled to a depth of six inches to prepare it for the new plants. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote to the City for replacement within two weeks of the loss. No excluded work shall be performed without prior written approval from the City.
3. Keep groundcover trimmed back from sidewalks, curbs, and paved areas on a weekly basis. Do not create vertical edges when pruning groundcover. Cut the edges at an angle /--\ for a more natural appearance and healthier plants.
4. If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the **Monitor** to discuss options for redirecting the foot traffic, or replacing groundcover with pavers, stepping stones, a gravel path, and/or barriers to redirect pedestrians. Provide a quote to the **Monitor**, and to the City for approval prior to performing any work.

D. Fertilizer:

1. Granular fertilizer shall be 16-16-16 formulation or similar, applied at maximum label rate for plant type, and applied at 6 month intervals. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces.
2. When applying granular fertilizers to drip-irrigated areas, the fertilizer must be washed in by hand or rainfall before turning on the drip system. Running the drip system immediately after application will push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. This highly-concentrated fertilizer can kill or damage plants.

E. Weed Abatement:

1. Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed **weekly** as the weeds emerge. Large weeds shall be removed (not just killed). Gather up and dispose of weeds off-site in a legal manner. Pre and post-emergent herbicides may be used at the contractor's option. No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price for landscape maintenance. Regular maintenance of the mulch or decorative rock layer is required, and intended to minimize weeds in shrub and groundcover areas.

F. Rodent Pest Control:

1. Provide continuous control of minor and moderate rodent infestation. Control of major rodent infestation will be paid for as additional work. When rodent infestation becomes evident, contractor shall take immediate action to control rodents. Rodent control shall be performed utilizing trapping or other City approved methods. Trapping may be performed in any season. Dead rodents shall be disposed of off-site in a legal manner. Utilize safeguards during rodent control operations to ensure safety of the public and employees. Following rodent extermination, damaged areas shall be filled and restored to a level surface and

replanted to match condition prior to rodent infestation. Notify the **Monitor** of any rodent infestation that may impact structures.

G. Mulch and/or Rock Layer:

1. Soil mulch and/or rock layer shall be cared for to create and maintain an even and uniform appearance over the visible soil surface of each planter area. Mulch shall be added throughout the year to maintain the minimum 3" thick layer. It is the minimum expectation, in accordance with the Typical and Seasonal Landscape Maintenance Schedule, that full surface renewal will occur once a year and an intentional effort will be made one additional time per year to assess mulch condition and thickness and add mulch as necessary to ensure the 3" minimum thickness.
2. The contractor shall add additional mulch and/or decorative rock to maintain a layer no less than approximately 3" deep in shrub planters. Decomposition of organic mulch is considered normal wear and tear and replacement of decomposed mulch shall be made by the contractor as part of this contract. Mulch and/or decorative rock is not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage.
3. Replacement of large amounts of mulch (over one cubic yard) which has been washed away by a single storm will be paid as additional work. Submit a quote to the City for replacement within two weeks of the loss. No excluded work shall be performed without prior written approval from the City.
4. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.
5. Prior to adding mulch for the first time in the calendar year, the contractor shall submit to the City **Monitor** the intended mulch material for approval prior to delivery and installation. The **Monitor** may require a sample of the mulch product prior to approval. Mulch may be chipped or shredded wood, or decorative rock. When replacing existing mulch, use a mulch product that is similar in appearance to that already at the site.
6. Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, trash or other undesirable materials.
7. In areas of the site where wood-based mulch frequently washes away, submit a quote for replacement work of the organic mulch with decorative rock having a similar color.
8. Replacement rock shall be same size and color as existing decorative rock on site. In the event no rock is existing, the decorative rock used shall have a maximum diameter of 3/4 inch and a minimum diameter of 3/8 inch.
9. Contractor shall consult with **Monitor** for an approved location to drop off large loads of mulch (for distribution throughout planter areas over several days).

H. Lawns:

1. Lawns shall be kept in a healthy, vigorous condition, free of disease and pests as specified below.
2. Lawn height shall not exceed five inches at any time.
3. Mow, edge and trim lawns weekly during the months of March through October to maintain an even, well-groomed appearance. Mow, edge and trim lawns every other week during the months of November through February to maintain an even,

well-groomed appearance (unless Contractor deems it necessary to mow weekly do to height of lawn). During weeks that lawn mowing is not occurring, contractor shall perform additional weeding focusing on open space areas.

4. Weeds shall be controlled in lawn areas as noted above under the weed-control section.
5. Remove visible lawn clippings and dispose of them off-site in a legal manner. The contractor is encouraged to use mulching mowers which cut clippings into small pieces that sift down into the lawn.
6. Any lawn found to be dead or severely yellowed shall be replaced with plant material of identical species at the contractor's expense, unless the loss was due to excluded damage. Replacement sod shall be similar in all respects to the existing grass. Do not seed dead lawn areas, use sod only for replacement. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote to the City for replacement within two weeks of the loss. No excluded work shall be performed without prior written approval from the City.

I. Detention Basin, Access Road and Frontage Road:

1. Detention Basin. All weeds, grass, brush and non-native or invasive species within the limits of the detention basin (interior and exterior) must be cut down once annually as indicated in the Typical and Seasonal Schedule.
2. The entire length (approximately 400') of the detention basin access road must be cleared semi-annually for maintenance vehicles. In addition, the trail along the west side of the detention basin and road along the east side of the detention basin must be cleared semi-annually for maintenance vehicles, pedestrians, hikers, equestrians and other trail users. Clear trail for a width of 4 feet and roads for a width of 14 feet.
3. The entire length of the dirt frontage road along Mission Drive (Highway 246) must be cleared semi-annually for maintenance vehicles. Clear road for a width of 14 feet.
4. Weed abatement is to reduce fire hazard, increase aesthetics, and to maintain the integrity of the detention basin, access road and frontage road. The specified months of maintenance are open to change with notice from the City per the Fire Department requirements.

IRRIGATION

A. Water Application & Scheduling:

1. It is the responsibility of the contractor to conserve water and assure that all City watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the contractor.
2. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the contractor of the responsibility to provide adequate irrigation. It is the contractor's responsibility to make sure that the irrigation system is maintained and operates properly.
3. The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or

malfunction to the **Monitor** and City in writing. If the contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component.

4. Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times for lawn areas to prevent run-off. Avoid multiple-start times with drip systems. Drip systems should be left on for sufficient time to allow for saturation of the root zone to provide sufficient water penetration for healthy root development. **Do not allow run-off from any irrigation.**
5. When breakdowns or malfunctions occur, the contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for additional work payments as outlined below), the labor costs for hand watering may also be submitted for payment. Do not wait for approval to begin hand watering if it is required to save the plantings.

B. Irrigation System Scheduled Maintenance:

1. Each valve zone shall be observed for signs of damage on a regular basis.
2. The contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
3. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

C. Irrigation System Repair:

1. The contractor shall replace or repair, at the contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two weeks of the day the damage occurred. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving from the City written authorization to proceed, the contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e. raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than $\frac{3}{4}$ inch diameter. These minor repair items shall be corrected by contractor at contractor's expense.
2. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase within the State of California. The substituted equipment must be completely compatible with the original, of equal or better quality, and must be approved in advance by the City.

3. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the City. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the City.
4. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers.
5. The contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. **The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.**
6. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same flow rate and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

CLEAN UP AND LITTER REMOVAL

- A. Blow, sweep or vacuum all sidewalks and gutters weekly. Do not blow or sweep trash, leaves, clippings, or landscape debris into storm drain catch basins, planters or onto adjacent property. Collect, remove from the site, and legally dispose of all debris swept from landscape areas.
- B. Remove all litter from sidewalks, gutters, and planted areas each week. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of legally. The intent of this requirement is that the contractor's workers should take sufficient pride in the appearance of the site that they would pick up any significant litter they come across at the site.

CHEMICALS, HERBICIDES AND PESTICIDES

- A. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable laws and regulations. Registered chemicals shall be used only on the advice of a qualified, licensed, pest control advisor. Nothing in this specification shall be construed to be the advice of, or to substitute for, the advice of a pest control adviser.
- B. Application of pesticides shall be made at times when resident presence is minimal. Areas to be treated shall be blocked off and warning signs posted.
- C. The contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable laws and regulations.

- D. The contractor shall have available, on-site, at all times, all Safety Data Sheets (SDS) for all chemicals/products used. The contractor shall follow manufacturer's safety precautions to protect workers applying chemicals.

COMMUNICATIONS AND WEEKLY CHECKLISTS

- A. Regular communication between the contractor and the **Monitor** and the City is encouraged. The contractor is encouraged to ask questions, rather than make assumptions.
- B. As the landscape grows and matures, some of the maintenance procedures will be eliminated and others may have to be added. For example, as the shrubs mature they will require less fertilizer. Regular communication will eliminate most surprises to the **Monitor** and City.
- C. The contractor shall provide the **Monitor** and City with the name and phone number of the contractor's supervisor for this site. The contractor's supervisor shall be a person in the employ of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The contractor's supervisor shall meet with the **Monitor** on a bi-weekly basis for 20 minutes and shall review with the **Monitor** the work performed at the site.
- D. The Weekly Checklist shall be dated and signed by the contractor's supervisor verifying completion of work identified on the Checklist. The Checklist shall have a check mark by all items completed at the site during the week by the contractor. Any items completed that are not on the Checklist shall be noted at the bottom of Checklist. The contractor shall maintain copies of the Weekly Checklists and submit them on a monthly basis to the **Monitor** for signature. The contractor shall submit copies of signed Weekly Checklists to the City with their monthly invoice. Payment by the City will not be made without copies of the signed Weekly Checklists.

**SOLVANG MESA LLMD
WEEKLY LANDSCAPE MAINTENANCE CHECKLIST**

Place a check mark by each item completed during the past week.

1. Mow and edge lawns. (This task may be performed every other week during the months of November through February.)
2. Prune back shrubs overhanging face of curbs or back of sidewalks.
3. Prune back groundcover overhanging face of curbs or back of sidewalks.
4. Remove all litter, debris and leaves from plants and planter areas. Also, remove all litter, debris and leaves from gutters adjacent to areas maintained under this contract.
5. Remove broken or fallen branches from trees, either on the ground or still in the trees. Remove sucker growth from tree trunks.
6. Remove weeds from planters. (Large weeds must be removed, not just killed.)
7. Replace mulch which has been knocked or washed out of planters. Smooth mulch layer if it has been disturbed. Mulch layer shall be a minimum of 3" thick.
8. Replace decorative rock on a monthly basis which has been knocked or washed out of planters. Smooth decorative rock surface if it has been disturbed. Decorative rock layer shall be a minimum of 2" thick.
9. Check plants for signs of stress or disease. Treat for any signs of disease or pest infestation.
10. Blow, sweep or vacuum clean all walkways, curbs, and gutters along or adjacent to areas maintained under this contract. (Use of water for cleaning is not permitted.)
11. Inspect and treat for any signs of disease or insect infestation.
12. Inspect for rodent infestation and take appropriate action.
13. Check the irrigation system. Make minor and emergency repairs as needed, or request authorization to make major repairs.
14. Adjust the irrigation controllers for current water needs of plants.
15. Complete any items required on the Typical and Seasonal Landscape Maintenance Schedule.

Signed: _____ Date: _____
Landscape Maintenance Contractor

Signed: _____ Date: _____
Solvang Mesa LLMD Monitor

TYPICAL AND SEASONAL MAINTENANCE SCHEDULE

The purpose of this schedule is to establish the typical times of year maintenance is expected to be performed. Actual time of year shall be determined and executed by the Contractor. Furthermore, this list is not complete. The absence of any maintenance, repair or other work item from this list does NOT relieve the Contractor from their responsibility of keep the landscaping in a sustained, vibrant and healthy condition, and the irrigation system in good working order.

Winter:

1. Prune summer and fall-flowering shrubs as needed to maintain proper shape.
2. Prune trees for tree health and public safety; prune any tree branches that interfere with sidewalks, vehicles and public safety.
3. Add new mulch to planters where the mulch depth has been reduced to less than 3" thick. Mulch is not required where shrubs or groundcover completely hide the soil surface from view.
4. Cut down weeds and brush along frontage road, detention basin access road, and along trail and road adjacent to detention basin. Clear trail for a width of 4 feet and roads for a width of 14 feet.
5. Apply granular fertilizer in late February. Perform application prior to a moderate rainfall in drip-irrigated planters to facilitate soil absorption of fertilizer.
6. Submit receipts to **Monitor** as proof of fertilizer purchase.

Spring:

1. Flush out irrigation systems and check for proper operation of each valve zone.
2. Clean or replace plugged sprinkler nozzles and emitters.
3. Redirect sprinkler nozzles to provide adequate coverage while eliminating overspray onto hardscape.
4. Replace irrigation controller program back-up batteries.
5. Prune winter & spring-flowering shrubs as needed to maintain proper shape.
6. Renew mulch in all planters to refresh mulch surface and ensure mulch depth has not been reduced to less than 3" thick. Mulch is not required where shrubs or groundcover completely hide the soil surface from view.

Summer:

1. Cut down weeds and brush along perimeter fencing for a width of 10 feet to create fire protection buffer and maintain aesthetics.
2. Cut down weeds and brush along frontage road, detention basin access road, and along trail and road adjacent to detention basin. Clear trails for a width of 4 feet and roads for a width of 14 feet.
3. Inspect irrigation sprinkler and drip emitters. Redirect sprinkler nozzles as necessary to provide adequate coverage while eliminating overspray onto hardscape.

Fall:

1. Inspect mulched areas and add new mulch to planters as necessary to maintain a minimum thickness of 3". Mulch is not required where shrubs or groundcover

- completely hide the soil surface from view.
2. Cut down weeds and grass in and around detention basin, including but not limited to basin bottom, and interior & exterior side slopes of basin, 20' clear in front of basin access gate, and on interior basin access ramp. Within detention basin, cut down brush to ground level to maintain 20' wide clear path between inlet and outlet piping of the basin.
 3. Cut down weeds and brush at inlet to storm drain overflow pipe.
 4. Replace any dead or missing plants with like plants.

Tree Listing

OnAddressCon	OnAddress	OnStreet	CommonName	BotanicalName	ActualDBH	Height	Latitude	Longitude	Comments	TreeCondition
1214 COAST OAK DR	1214	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597760	-120.1520590119		Good
544 SKYTT MESA DR	544	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	12	15-30	34.598144	-120.15194740541		Fair
544 SKYTT MESA DR	544	SKYTT MESA DR	LONDON PLANE	Platanus X hispanica	7	15-30	34.597917	-120.15211002848		Fair
544 SKYTT MESA DR	544	SKYTT MESA DR	LONDON PLANE	Platanus X hispanica	6	15-30	34.598034	-120.15203035331		Fair
1219 COAST OAK DR	1219	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597591	-120.15207240824		Good
1219 COAST OAK DR	1219	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597484	-120.15187277542		Good
538 SKYTT MESA RD	538	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	7	15-30	34.597401	-120.1523187689		Good
538 SKYTT MESA RD	538	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	8	15-30	34.597523	-120.1522734436		Good
1220 COAST OAK DR	1220	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	3	01-15	34.597673	-120.15187063863		Good
1220 COAST OAK DR	1220	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	3	01-15	34.597588	-120.15172126136		Good
1225 COAST OAK DR	1225	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597386	-120.15172176365		Good
1225 COAST OAK DR	1225	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597291	-120.15160039946		Good
1226 COAST OAK DR	1226	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597481	-120.15157173583		Good
1229 COAST OAK DR	1229	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597182	-120.15148577885		Good
1229 COAST OAK DR	1229	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597072	-120.15137051492		Good
1230 COAST OAK DR	1230	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597380	-120.15142788039		Good
1230 COAST OAK DR	1230	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597227	-120.15126508835		Good
1241 COAST OAK DR	1241	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596945	-120.15122329938		Good
1244 COAST OAK DR	1244	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.597104	-120.15115509054		Good
1244 COAST OAK DR	1244	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	6	01-15	34.597006	-120.15105635001		Good
1247 COAST OAK DR	1247	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596828	-120.15112830658		Good
1247 COAST OAK DR	1247	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	5	01-15	34.596729	-120.15101120001		Good
1256 COAST OAK DR	1256	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596867	-120.15091001369		Good
1261 COAST OAK DR	1261	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	5	01-15	34.596582	-120.1508670393		Fair
1262 COAST OAK DR	1262	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596755	-120.15079835371		Good
1262 COAST OAK DR	1262	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596627	-120.15066980948		Good
1273 COAST OAK DR	1273	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596472	-120.15076174054		Fair
1211 HANS PARK TR	1211	HANS PARK TR	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.600855	-120.15010784614		Good
594 OAK RIDGE RD	594	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.600730	-120.15040892195		Fair
594 OAK RIDGE RD	594	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.600834	-120.15027767484		Fair
1217 HANS PARK TR	1217	HANS PARK TR	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.600755	-120.14992002979		Good
1217 HANS PARK TR	1217	HANS PARK TR	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.600670	-120.14976279858		Good
1218 HANS PARK TR	1218	HANS PARK TR	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.600949	-120.14995239035		Good
1218 HANS PARK TR	1218	HANS PARK TR	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.600867	-120.14978898894		Good
604 OAK RIDGE RD	604	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.601061	-120.14998945463		Fair
604 OAK RIDGE RD	604	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.601170	-120.14984947536		Fair
604 OAK RIDGE RD	604	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.601273	-120.1497149487		Fair
1221 HANS PARK TR	1221	HANS PARK TR	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.600577	-120.14959368584		Good
1222 HANS PARK TR	1222	HANS PARK TR	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.600782	-120.14964191685		Good
1222 HANS PARK TR	1222	HANS PARK TR	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.600710	-120.14949651195		Good
534 MID MESA DR	534	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.597894	-120.15040717705		Good
534 MID MESA DR	534	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.597974	-120.15028401228		Good
504 MYRTLE CT	504	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	4	01-15	34.595584	-120.15263715684		Good
509 MYRTLE CT	509	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	4	01-15	34.595686	-120.15271394955		Good
515 MYRTLE CT	515	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.595805	-120.15264525444		Good

515 MYRTLE CT	515	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.595874	-120.15255412363	Good
516 MYRTLE CT	516	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	4	01-15	34.595602	-120.15247573981	Good
516 MYRTLE CT	516	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	4	01-15	34.595751	-120.15241912391	Good
520 MYRTLE CT	520	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	4	01-15	34.595857	-120.15235978287	Good
520 MYRTLE CT	520	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.596028	-120.15224056882	Good
523 MYRTLE CT	523	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.596019	-120.15247534854	Good
523 MYRTLE CT	523	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.596122	-120.15239777699	Good
528 MYRTLE CT	528	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.596160	-120.15216043503	Good
528 MYRTLE CT	528	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.596217	-120.15209528264	Good
1245 PETERSEN AV	1245	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	5	01-15	34.596199	-120.15192497437	Fair
1245 PETERSEN AV	1245	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	6	01-15	34.596096	-120.15182079454	Fair
1245 PETERSEN AV	1245	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	7	15-30	34.595997	-120.15172068135	Fair
1245 PETERSEN AV	1245	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	5	01-15	34.595903	-120.15162883154	Fair
531 MYRTLE CT	531	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.596208	-120.15233700068	Good
531 MYRTLE CT	531	MYRTLE CT	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.596324	-120.15221779146	Good
1217 PETERSEN AV	1217	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	7	15-30	34.596728	-120.15252338145	Fair
1217 PETERSEN AV	1217	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	7	15-30	34.596648	-120.1523956366	Fair
1217 PETERSEN AV	1217	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	7	15-30	34.596537	-120.15227716217	Fair
1217 PETERSEN AV	1217	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	6	15-30	34.596431	-120.15216582317	Fair
561 OAK RIDGE RD	561	OAK RIDGE RD	COAST LIVE OAK	Quercus agrifolia	1	01-15	34.599304	-120.15132201622	Good
561 OAK RIDGE RD	561	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.599439	-120.151307616	Good
565 OAK RIDGE RD	565	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.599557	-120.15120547277	Good
571 OAK RIDGE RD	571	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.599708	-120.15114760103	Good
571 OAK RIDGE RD	571	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.599851	-120.15109163719	Good
575 OAK RIDGE RD	575	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.600014	-120.15103346593	Good
575 OAK RIDGE RD	575	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.600139	-120.15098797646	Good
581 OAK RIDGE RD	581	OAK RIDGE RD	COAST LIVE OAK	Quercus agrifolia	1	01-15	34.600289	-120.1509283159	Good
585 OAK RIDGE RD	585	OAK RIDGE RD	COAST LIVE OAK	Quercus agrifolia	1	01-15	34.600427	-120.15087506554	Good
591 OAK RIDGE RD	591	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.600563	-120.15079749107	Fair
591 OAK RIDGE RD	591	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.600686	-120.1507019774	Fair
595 OAK RIDGE RD	595	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.600815	-120.15056277934	Good
601 OAK RIDGE RD	601	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.600911	-120.15043983661	Good
601 OAK RIDGE RD	601	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.601038	-120.1502799538	Good
607 OAK RIDGE RD	607	OAK RIDGE RD	VACANT SITE	Vacant site	0	---	34.601173	-120.15010567511	N/A
607 OAK RIDGE RD	607	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.601304	-120.14994042232	Fair
615 OAK RIDGE RD	615	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.601403	-120.14981396636	Good
618 OAK RIDGE RD	618	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.601391	-120.14956426681	Fair
1211 VALLEY OAK RD	1211	VALLEY OAK RD	HOLLY OAK	Quercus ilex	1	01-15	34.601473	-120.1494047891	Good
1211 VALLEY OAK RD	1211	VALLEY OAK RD	HOLLY OAK	Quercus ilex	1	01-15	34.601388	-120.14920192029	Good
619 OAK RIDGE RD	619	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.601511	-120.14967830847	Fair
619 OAK RIDGE RD	619	OAK RIDGE RD	HOLLY OAK	Quercus ilex	1	01-15	34.601676	-120.14956242389	Fair
1216 OLESEN DR	1216	OLESEN DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598526	-120.15146147427	Good
1216 OLESEN DR	1216	OLESEN DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598439	-120.15129935452	Good
1217 OLESEN DR	1217	OLESEN DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598369	-120.15150743143	Good
554 SKYTT MESA DR	554	SKYTT MESA DR	LONDON PLANE	Platanus X hispanica	2	01-15	34.598269	-120.15181978437	Fair
554 SKYTT MESA DR	554	SKYTT MESA DR	LONDON PLANE	Platanus X hispanica	2	01-15	34.598371	-120.15168058302	Fair

1220 OLESEN DR	1220	OLESEN DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598316	-120.15110109208	Good
1221 OLESEN DR	1221	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	3	01-15	34.598248	-120.15129045227	Good
1221 OLESEN DR	1221	OLESEN DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598147	-120.15112450047	Good
1226 OLESEN DR	1226	OLESEN DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598219	-120.15094991359	Good
1227 OLESEN DR	1227	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.598049	-120.15098440387	Good
1230 OLESEN DR	1230	OLESEN DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598120	-120.15081634893	Good
1230 OLESEN DR	1230	OLESEN DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598011	-120.15066788787	Good
535 MID MESA DR	535	MID MESA DR	LONDON PLANE	Platanus X hispanica	2	01-15	34.598087	-120.15041086912	Fair
535 MID MESA DR	535	MID MESA DR	LONDON PLANE	Platanus X hispanica	2	01-15	34.598002	-120.15053636645	Fair
535 MID MESA DR	535	MID MESA DR	LONDON PLANE	Platanus X hispanica	2	01-15	34.598179	-120.15029021291	Fair
1231 OLESEN DR	1231	OLESEN DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.597943	-120.15084632711	Fair
1231 OLESEN DR	1231	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.597846	-120.15073390672	Fair
1239 OLESEN DR	1239	OLESEN DR	LONDON PLANE	Platanus X hispanica	2	01-15	34.597721	-120.15059949012	Fair
1239 OLESEN DR	1239	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.597602	-120.15047933846	Good
1240 OLESEN DR	1240	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.597747	-120.15038434876	Fair
1246 OLESEN DR	1246	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.597501	-120.15013008997	Good
1247 OLESEN DR	1247	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.597498	-120.15036998719	Good
1247 OLESEN DR	1247	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.597383	-120.1502486836	Good
1259 OLESEN DR	1259	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.597260	-120.15012358008	Good
1260 OLESEN DR	1260	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.597386	-120.15001156908	Good
1270 OLESEN DR	1270	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.597288	-120.14991411213	Good
1270 OLESEN DR	1270	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.597193	-120.14981215927	Good
1275 OLESEN DR	1275	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	6	01-15	34.597122	-120.14998287041	Good
1275 OLESEN DR	1275	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.597031	-120.14988285638	Good
1279 OLESEN DR	1279	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.596912	-120.14975555692	Good
520 PARK VIEW TR	520	PARK VIEW TR	SOUTHERN LIVE OAK	Quercus virginiana	5	01-15	34.595349	-120.15099638995	Fair
520 PARK VIEW TR	520	PARK VIEW TR	SOUTHERN LIVE OAK	Quercus virginiana	5	01-15	34.595460	-120.15087228721	Good
520 PARK VIEW TR	520	PARK VIEW TR	SOUTHERN LIVE OAK	Quercus virginiana	7	15-30	34.595546	-120.15074641272	Good
520 PARK VIEW TR	520	PARK VIEW TR	SOUTHERN LIVE OAK	Quercus virginiana	7	15-30	34.595750	-120.15043530844	Good
520 PARK VIEW TR	520	PARK VIEW TR	SOUTHERN LIVE OAK	Quercus virginiana	6	01-15	34.595904	-120.15016029885	Good
520 PARK VIEW TR	520	PARK VIEW TR	CORK OAK	Quercus suber	3	01-15	34.596029	-120.14989924123	Good
520 PARK VIEW TR	520	PARK VIEW TR	CORK OAK	Quercus suber	3	01-15	34.596164	-120.14959830728	Good
520 PARK VIEW TR	520	PARK VIEW TR	CORK OAK	Quercus suber	3	01-15	34.596291	-120.14930785943	Good
531 PARK VIEW TR	531	PARK VIEW TR	SOUTHERN LIVE OAK	Quercus virginiana	7	01-15	34.595595	-120.15097731106	Good
1280 PETERSEN AV	1280	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	6	15-30	34.595846	-120.1513599411	Good
1280 PETERSEN AV	1280	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	6	15-30	34.595758	-120.15127376632	Good
1280 PETERSEN AV	1280	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	6	15-30	34.595632	-120.15113803261	Good
535 PARK VIEW TR	535	PARK VIEW TR	HOLLY OAK	Quercus ilex	7	01-15	34.595763	-120.15066591787	Good
539 PARK VIEW TR	539	PARK VIEW TR	HOLLY OAK	Quercus ilex	6	15-30	34.595954	-120.15041785423	Good
1281 COAST OAK DR	1281	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	2	01-15	34.596307	-120.15058854181	Good
1281 COAST OAK DR	1281	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596211	-120.1504867845	Good
1281 COAST OAK DR	1281	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596107	-120.15038341061	Good
543 PARK VIEW TR	543	PARK VIEW TR	HOLLY OAK	Quercus ilex	1	01-15	34.596128	-120.15007116419	Good
1280 COAST OAK DR	1280	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596360	-120.15039746439	Good
1280 COAST OAK DR	1280	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	4	01-15	34.596239	-120.15027316528	Good
1280 COAST OAK DR	1280	COAST OAK DR	CHINESE PISTACHE	Pistacia chinensis	6	15-30	34.596149	-120.15017476557	Good

547 PARK VIEW TR	547	PARK VIEW TR	HOLLY OAK	Quercus ilex	1	01-15	34.596240	-120.14982000336	Good
551 PARK VIEW TR	551	PARK VIEW TR	HOLLY OAK	Quercus ilex	1	01-15	34.596344	-120.14958205167	Good
551 PARK VIEW TR	551	PARK VIEW TR	HOLLY OAK	Quercus ilex	2	01-15	34.596413	-120.14942260549	Fair
1283 OLESEN DR	1283	OLESEN DR	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.596818	-120.14963193241	Good
1283 OLESEN DR	1283	OLESEN DR	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.596690	-120.14950210216	Good
1283 OLESEN DR	1283	OLESEN DR	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.596582	-120.14939561992	Good
1201 PETERSEN AV	1201	PETERSEN AV	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.596996	-120.15280342826	Good
1205 PETERSEN AV	1205	PETERSEN AV	CRAPE MYRTLE	Lagerstroemia indica	4	01-15	34.597079	-120.15292601866	Good
1205 PETERSEN AV	1205	PETERSEN AV	CRAPE MYRTLE	Lagerstroemia indica	5	01-15	34.597152	-120.15310216576	Good
1211 PETERSEN AV	1211	PETERSEN AV	CRAPE MYRTLE	Lagerstroemia indica	4	01-15	34.597042	-120.15322830797	Good
1215 PETERSEN AV	1215	PETERSEN AV	CRAPE MYRTLE	Lagerstroemia indica	4	01-15	34.596923	-120.15316181492	Good
1215 PETERSEN AV	1215	PETERSEN AV	CRAPE MYRTLE	Lagerstroemia indica	4	01-15	34.596876	-120.15293758171	Good
1218 PETERSEN AV	1218	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	7	15-30	34.596851	-120.15242426597	Fair
530 SKYTT MESA RD	530	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	11	15-30	34.597013	-120.15249268018	Good
530 SKYTT MESA RD	530	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	10	15-30	34.597149	-120.15244363699	Good
530 SKYTT MESA RD	530	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	12	15-30	34.597269	-120.15237474541	Good
1224 PETERSEN AV	1224	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	9	15-30	34.596746	-120.15225848188	Fair
1224 PETERSEN AV	1224	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	13	15-30	34.596639	-120.15213911035	Fair
1232 PETERSEN AV	1232	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	7	15-30	34.596509	-120.15200295546	Good
1232 PETERSEN AV	1232	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	7	01-15	34.596427	-120.15192590455	Fair
1246 PETERSEN AV	1246	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	4	01-15	34.596275	-120.15176878918	Good
1258 PETERSEN AV	1258	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	6	15-30	34.596182	-120.15166910079	Good
1258 PETERSEN AV	1258	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	6	15-30	34.596055	-120.15153983872	Good
1272 PETERSEN AV	1272	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	4	15-30	34.595940	-120.15144466616	Good
1277 PETERSEN AV	1277	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	5	15-30	34.595792	-120.15153892641	Fair
1281 PETERSEN AV	1281	PETERSEN AV	SAWTOOTH ZELKOVA	Zelkova serrata	7	15-30	34.595618	-120.15136567457	Fair
1281 PETERSEN AV	1281	PETERSEN AV	VACANT SITE	Vacant site	0	---	34.595500	-120.15125199987	N/A
1281 PETERSEN AV	1281	PETERSEN AV	SOUTHERN LIVE OAK	Quercus virginiana	4	01-15	34.595363	-120.15118408997	Fair
1210 PISTACHE AV	1210	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.600239	-120.15060963163	Good
1210 PISTACHE AV	1210	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.600163	-120.15045927064	Good
584 OAK RIDGE RD	584	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.600352	-120.15071500214	Good
584 OAK RIDGE RD	584	OAK RIDGE RD	COAST LIVE OAK	Quercus agrifolia	1	01-15	34.600485	-120.15064332858	Good
584 OAK RIDGE RD	584	OAK RIDGE RD	COAST LIVE OAK	Quercus agrifolia	1	01-15	34.600618	-120.15053945345	Good
1213 PISTACHE AV	1213	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.600083	-120.15064672046	Good
1213 PISTACHE AV	1213	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599968	-120.15045333043	Good
572 OAK RIDGE RD	572	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.599858	-120.15089551585	Fair
572 OAK RIDGE RD	572	OAK RIDGE RD	VALLEY OAK	Quercus lobata	1	01-15	34.600082	-120.15081134968	Fair
1214 PISTACHE AV	1214	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.600080	-120.1503048757	Good
1217 PISTACHE AV	1217	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599874	-120.15029073586	Good
1218 PISTACHE AV	1218	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599948	-120.15009661315	Good
1221 PISTACHE AV	1221	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599796	-120.15015294418	Good
1221 PISTACHE AV	1221	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599729	-120.15003698491	Good
1225 PISTACHE AV	1225	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599636	-120.14988167938	Good
1225 PISTACHE AV	1225	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599527	-120.14970748195	Good
1226 PISTACHE AV	1226	PISTACHE AV	LONDON PLANE	Platanus X hispanica	1	01-15	34.599722	-120.14970118792	Good
1226 PISTACHE AV	1226	PISTACHE AV	LONDON PLANE	Platanus X hispanica	1	01-15	34.599610	-120.14953820657	Good

1230 PISTACHE AV	1230	PISTACHE AV	LONDON PLANE	Platanus X hispanica	1	01-15	34.599516 -120.14940335367	Good
1231 PISTACHE AV	1231	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599409 -120.14954417891	Good
1235 PISTACHE AV	1235	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599310 -120.14940690924	Good
1235 PISTACHE AV	1235	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599191 -120.14926556952	Good
571 MID MESA DR	571	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	3	01-15	34.598898 -120.14944360464	Fair
571 MID MESA DR	571	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	3	01-15	34.598996 -120.14932278273	Fair
1236 PISTACHE AV	1236	PISTACHE AV	LONDON PLANE	Platanus X hispanica	1	01-15	34.599426 -120.14928685636	Good
1240 PISTACHE AV	1240	PISTACHE AV	LONDON PLANE	Platanus X hispanica	1	01-15	34.599312 -120.14914527816	Good
1240 PISTACHE AV	1240	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599194 -120.14901020802	Good
1243 PISTACHE AV	1243	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598915 -120.14896653957	Good
570 MID MESA DR	570	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.598829 -120.14926102451	Fair
570 MID MESA DR	570	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.598924 -120.14914262629	Fair
1244 PISTACHE AV	1244	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.599079 -120.14889387384	Good
1247 PISTACHE AV	1247	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598660 -120.14869601243	Good
1248 PISTACHE AV	1248	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598955 -120.14876488588	Good
1248 PISTACHE AV	1248	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598807 -120.14861542057	Good
1253 PISTACHE AV	1253	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598556 -120.14859143894	Good
1253 PISTACHE AV	1253	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598435 -120.14847671335	Good
1256 PISTACHE AV	1256	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598698 -120.14849736245	Good
1265 PISTACHE AV	1265	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598306 -120.14837058986	Good
1268 PISTACHE AV	1268	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598546 -120.14834410254	Good
1268 PISTACHE AV	1268	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598380 -120.14820743025	Good
1268 PISTACHE AV	1268	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598231 -120.1481202363	Good
1295 PISTACHE AV	1295	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597802 -120.14785354767	Good
1295 PISTACHE AV	1295	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597683 -120.14776569893	Good
1295 PISTACHE AV	1295	PISTACHE AV	CORK OAK	Quercus suber	1	01-15	34.597643 -120.14764236775	Good
554 ROSENVEJ	554	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.596812 -120.14922932244	Good
1284 OLESEN DR	1284	OLESEN DR	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.596648 -120.14921644364	Good
1284 OLESEN DR	1284	OLESEN DR	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.596559 -120.1490386991	Good
1284 OLESEN DR	1284	OLESEN DR	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.596405 -120.14903471365	Good
555 ROSENVEJ	555	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.596936 -120.14933273454	Good
1278 OLESEN DR	1278	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.597063 -120.14967698299	Good
1278 OLESEN DR	1278	OLESEN DR	CALIFORNIA SYCAMORE	Platanus racemosa	1	01-15	34.596950 -120.14952521455	Good
558 ROSENVEJ	558	ROSENVEJ	HOLLY OAK	Quercus ilex	1	01-15	34.596929 -120.14904352681	Good
558 ROSENVEJ	558	ROSENVEJ	HOLLY OAK	Quercus ilex	1	01-15	34.597061 -120.14888565296	Good
559 ROSENVEJ	559	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597087 -120.14911837897	Good
559 ROSENVEJ	559	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597191 -120.14897418159	Good
562 ROSENVEJ	562	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597158 -120.1487580263	Good
563 ROSENVEJ	563	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597300 -120.14883824743	Good
1269 SAWLEAF LN	1269	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.597593 -120.14898072244	Good
1269 SAWLEAF LN	1269	SAWLEAF LN	CHINESE ELM	Ulmus parvifolia	1	01-15	34.597499 -120.14885792143	Good
566 ROSENVEJ	566	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597275 -120.14861082314	Good
566 ROSENVEJ	566	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597393 -120.14847138305	Good
567 ROSENVEJ	567	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597601 -120.14848935298	Good
567 ROSENVEJ	567	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597735 -120.14834270084	Good
1268 SAWLEAF LN	1268	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.597709 -120.14885775324	Good

1268 SAWLEAF LN	1268	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.597597	-120.14872440866	Good
570 ROSENVEJ	570	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597506	-120.14834501569	Good
570 ROSENVEJ	570	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597633	-120.14820592948	Good
570 ROSENVEJ	570	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597769	-120.14805656912	Good
571 ROSENVEJ	571	ROSENVEJ	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597874	-120.14818890853	Good
1271 PISTACHE AV	1271	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598169	-120.14828805249	Good
1271 PISTACHE AV	1271	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598038	-120.14817977738	Good
1211 SAWLEAF LN	1211	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	3	01-15	34.599233	-120.15119432917	Good
1215 SAWLEAF LN	1215	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	2	01-15	34.599201	-120.15101940348	Good
1216 SAWLEAF LN	1216	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	2	01-15	34.599314	-120.15088840044	Good
1216 SAWLEAF LN	1216	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	2	01-15	34.599374	-120.15102151523	Good
564 OAK RIDGE RD	564	OAK RIDGE RD	COAST LIVE OAK	Quercus agrifolia	1	01-15	34.599513	-120.15102398133	Good
564 OAK RIDGE RD	564	OAK RIDGE RD	COAST LIVE OAK	Quercus agrifolia	1	01-15	34.599684	-120.15096052017	Good
1219 SAWLEAF LN	1219	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	2	01-15	34.599104	-120.15084119362	Good
1220 SAWLEAF LN	1220	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.599207	-120.15070028531	Good
1223 SAWLEAF LN	1223	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	2	01-15	34.599005	-120.15066860345	Good
1223 SAWLEAF LN	1223	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	2	01-15	34.598929	-120.15055442652	Good
1223 SAWLEAF LN	1223	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	2	01-15	34.598863	-120.15045653577	Good
1224 SAWLEAF LN	1224	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.599107	-120.15052494211	Good
1224 SAWLEAF LN	1224	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598973	-120.15032600233	Good
1227 SAWLEAF LN	1227	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	3	01-15	34.598794	-120.15034645977	Good
1228 SAWLEAF LN	1228	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598891	-120.15021130657	Good
1228 SAWLEAF LN	1228	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598776	-120.15006107809	Good
1231 SAWLEAF LN	1231	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	2	01-15	34.598692	-120.15021606191	Good
1231 SAWLEAF LN	1231	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	2	01-15	34.598566	-120.15006997309	Good
545 MID MESA DR	545	MID MESA DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598298	-120.15016558617	Fair
545 MID MESA DR	545	MID MESA DR	LONDON PLANE	Platanus X hispanica	3	01-15	34.598432	-120.15004376663	Poor
1234 SAWLEAF LN	1234	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598663	-120.1499229013	Good
565 MID MESA DR	565	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.598689	-120.14970309641	Good
565 MID MESA DR	565	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.598801	-120.14956448554	Fair
1238 SAWLEAF LN	1238	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598392	-120.14962936986	Good
564 MID MESA DR	564	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.598640	-120.14950120595	Fair
564 MID MESA DR	564	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	2	01-15	34.598730	-120.14938851673	Fair
1241 SAWLEAF LN	1241	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598250	-120.14972422418	Good
540 MID MESA DR	540	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	3	01-15	34.598070	-120.15015862055	Fair
540 MID MESA DR	540	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	3	01-15	34.598164	-120.15005557528	Good
540 MID MESA DR	540	MID MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	3	01-15	34.598276	-120.14995418574	Good
1244 SAWLEAF LN	1244	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598259	-120.14949381016	Good
1244 SAWLEAF LN	1244	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598143	-120.14937462862	Good
1245 SAWLEAF LN	1245	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598116	-120.1495842388	Good
1245 SAWLEAF LN	1245	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.597994	-120.14946257038	Good
1252 SAWLEAF LN	1252	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.598037	-120.14926023812	Good
1252 SAWLEAF LN	1252	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.597912	-120.14911961093	Good
1255 SAWLEAF LN	1255	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.597906	-120.14936546799	Good
1264 SAWLEAF LN	1264	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.597815	-120.14899793896	Good
1265 SAWLEAF LN	1265	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.597791	-120.14922783402	Good

1265 SAWLEAF LN	1265	SAWLEAF LN	SAWTOOTH ZELKOVA	Zelkova serrata	1	01-15	34.597686	-120.14910169363	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	8	15-30	34.597112	-120.15263534018	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	13	15-30	34.597257	-120.15256838466	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	10	15-30	34.597384	-120.15251965169	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	10	15-30	34.597511	-120.15247431782	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	10	15-30	34.597636	-120.15241642558	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	12	15-30	34.597746	-120.15236524508	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	12	15-30	34.597886	-120.15231652802	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	8	15-30	34.598058	-120.15223441853	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	CALIFORNIA SYCAMORE	Platanus racemosa	9	15-30	34.598167	-120.15215440772	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	LONDON PLANE	Platanus X hispanica	8	15-30	34.598291	-120.15204790674	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	LONDON PLANE	Platanus X hispanica	6	15-30	34.598391	-120.15193384851	Good
531 SKYTT MESA DR	531	SKYTT MESA DR	LONDON PLANE	Platanus X hispanica	8	15-30	34.598481	-120.15181075418	Good
502 SKYTT MESA RD	502	SKYTT MESA RD	COAST LIVE OAK	Quercus agrifolia	20	15-30	34.595874	-120.15373453175	Good
502 SKYTT MESA RD	502	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	8	15-30	34.596254	-120.15313060878	Good
502 SKYTT MESA RD	502	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	11	15-30	34.596309	-120.1530795593	Good
502 SKYTT MESA RD	502	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	11	15-30	34.596393	-120.15298997207	Good
502 SKYTT MESA RD	502	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	12	15-30	34.596497	-120.15287692826	Good
502 SKYTT MESA RD	502	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	3	01-15	34.596670	-120.15273499895	Good
502 SKYTT MESA RD	502	SKYTT MESA RD	COAST LIVE OAK	Quercus agrifolia	40	15-30	34.595964	-120.15373523985	Fair
502 SKYTT MESA RD	502	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	5	15-30	34.596367	-120.15317430298	Fair
502 SKYTT MESA RD	502	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	9	15-30	34.596557	-120.1530634333	Fair
502 SKYTT MESA RD	502	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	12	15-30	34.596622	-120.15298344122	Fair
502 SKYTT MESA RD	502	SKYTT MESA RD	CALIFORNIA SYCAMORE	Platanus racemosa	12	15-30	34.596721	-120.15288688809	Fair
576 VALLEY OAK RD	576	VALLEY OAK RD	HOLLY OAK	Quercus ilex	1	01-15	34.597726	-120.14749386489	Good
576 VALLEY OAK RD	576	VALLEY OAK RD	HOLLY OAK	Quercus ilex	1	01-15	34.597870	-120.14744611896	Good
576 VALLEY OAK RD	576	VALLEY OAK RD	HOLLY OAK	Quercus ilex	1	01-15	34.598034	-120.14734564914	Good
579 VALLEY OAK RD	579	VALLEY OAK RD	HOLLY OAK	Quercus ilex	1	01-15	34.598002	-120.14757249589	Good
1290 PISTACHE AV	1290	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.598095	-120.14798839608	Good
1290 PISTACHE AV	1290	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597992	-120.14784881567	Good
1290 PISTACHE AV	1290	PISTACHE AV	CHINESE PISTACHE	Pistacia chinensis	1	01-15	34.597903	-120.14770239047	Good



Services & Pricing Summary

Performance Based Management Includes:

Labor: Crew size of Three (3), with a dedicated Account Manager on-site monthly. – See Labor Plan on Pg 11.

The property will be maintained in accordance with the standards outlined in Attachment A: Scope of Services & Standards of Care.

	Beginning – Dec. 2025	Calendar Year 2026	Calendar Year 2027
Monthly Charge (Landscaping)	\$8,328	\$8,328	\$8,328
Annual Tree Arborist Report	\$0 – included with annual tree pruning	\$0 – included with annual tree pruning	\$0 – included with annual tree pruning
Annual Tree Pruning	\$8,000 - Cost is included in Monthly Charge	\$8,000 - Cost is included in Monthly Charge	\$8,000 - Cost is included in Monthly Charge
Billing Rate for supervisor and laborer for any "Additional Work"	Irrigation Tech - \$70 / Hour Laborer - \$55 / Hour Supervisor – Account Manager included in monthly cost	Irrigation Tech - \$70 / Hour Laborer - \$55 / Hour Supervisor – Account Manager, included in monthly cost	Irrigation Tech - \$70 / Hour Laborer - \$55 / Hour Supervisor – Account Manager, included in monthly cost

Performance Based Management Monthly Price: \$8,328

Performance Based Management Yearly Fee Total: \$99,936

Additional:

- Maintenance service sequence map provided within the first 30 days of service
- Water usage assessment to detect ways to save water usage in landscape
- Free Access to BrightView Connect Dashboard + Training on how to use
- Monthly Quality Site Assessment reports
- Monthly Site Walks with your Account Manager
- As our BrightView maintenance partner, you are provided the benefit of access to our design, planning and installation services. This means our team will help you develop future budgets on enhancement/improvement work throughout your property. This will include consultation, plant palette recommendations, Design recommendations, and any required irrigation retrofitting for projects.

Mulch:

- Mulch Material: The ES-2 Multi Purpose Mulch is made from recycled materials to ensure sustainability. The eco-friendly organic mulch cools down root zones and reduces evaporation from the soil. It controls erosion and inhibits weed growth

Custom Landscaping Services Proposal for:

Proposal for Professional Services–Solvang Mesa LLMD





City of Solvang
Attn: Randy Murphy – City Manager
1644 Oak Street
Solvang, CA 93463

Dear Randy,

On behalf of the BrightView team, I would like to express our gratitude for the opportunity to submit our proposal to professionally manage the landscape for the Skytt Mesa Community.

Our pricing reflects our understanding of your landscape needs, based on our site walk and discussions. If BrightView is selected as your landscape maintenance provider, we commit to ensuring a seamless transition and the long-term success, health, and beauty of your landscape.

Following our meeting and site walk, we identified several key focus areas:

Ensuring Exceptional Communication

BrightView's **Quality Site Assessments and BrightView Connect** (detailed on pages 8 & 9) provide thorough insights into our crews' activities, safety measures, issues, resolutions, and next steps. **These reports hold us accountable and keep us aligned with your landscape objectives.** Monthly site walks with your Account Manager will ensure we stay on track and meet your expectations.

Focus on Protecting Your Landscape Assets

Your assigned Account Manager, will **proactively address issues before they escalate**, handling the details so you don't have to. We will ensure your planter beds remain weed-free, neat, healthy, and attractive with an adequate amount of mulch. Special attention will be given to high focal areas.

Benefits of Hiring BrightView Landscapes – Layers of Supervision

We will assign both an Account Manager and an Operations Manager to develop a comprehensive plan for maintaining your landscape. Our on-site gardening crew will include a dedicated crew lead. This unique team structure ensures tasks are completed efficiently and to the highest horticultural standards, with someone always present on your property to oversee daily operations.

We understand that the quality of our landscape service and the thoroughness of our plan are crucial to maintaining an attractive and safe environment for your residents and visitors.

Thank you for considering BrightView for your landscape maintenance needs. We look forward to the opportunity to work with you and the Skytt Mesa Community.

Regards,

Landon Woods

Landon Woods, *Business Developer*
805-212-0256
Landon.Woods@Brightview.com



The BrightView Difference

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

Landscape Architecture & Planning
Design Build
Program Management

DEVELOP

Seamless project delivery that meets your goals, on-time and on-budget.

Planting
Hardscaping
Pools & Water Features
Tree Growing & Moving

ENHANCE

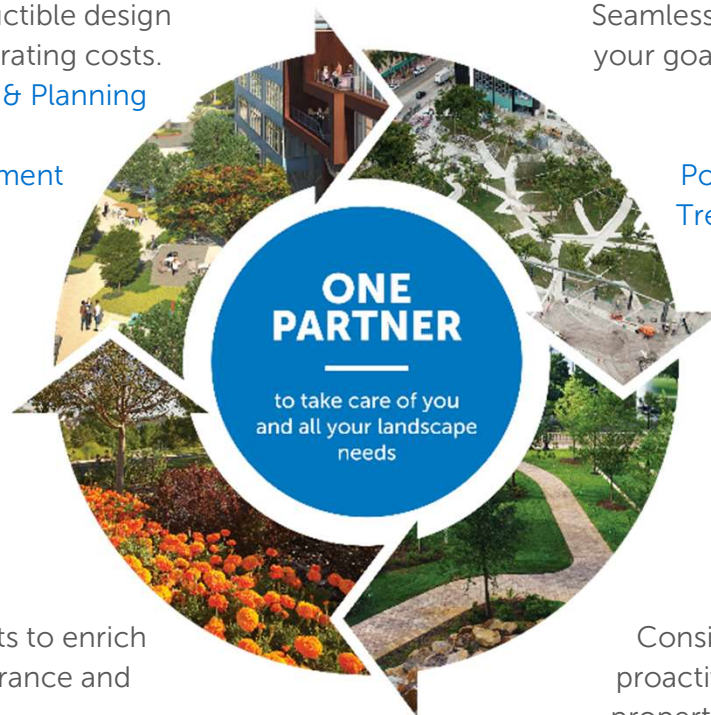
Thoughtful improvements to enrich your landscape's appearance and sustainability.

Enhancements
Sustainability
Water Management

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

Landscape & Tree Care
Exterior Maintenance



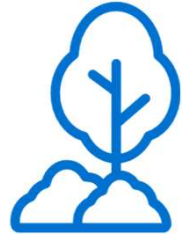


Your BrightView Team

Our expert team selected to maintain your property has the skills and experience necessary to meet your specific needs and expectations.

Meet Your Team!

TEAM MEMBER	JOB RESPONSIBILITY
Heriberto Jimenez Account Manager	• Your primary point of contact • Accountable for your complete satisfaction • Day-to-Day Communication • Ensures compliance to job specs and quality • Site Planning and Budgeting 3-Year • Interfaces with on-site Operations Team
Juan Aldana Operations Manager	• Schedules workload for crew • Ensure readiness of workers, tools, and materials • Maintains safe working conditions • Trains field personnel • Helps identify problem areas • Works with AM to achieve site expectations and quality
Brandon Merkey Branch Manager	• Ensures quality and efficient landscape management for clients • Consistently improves best practices within the service branch • Leads and supports all branch personnel
Tony Messina Group Vice President	• Ensures quality and efficient landscape management for clients • Responsible for supporting the entire market's successful operation
Dominic Vacca Tree Division Manager	• Certified Arborists on staff to serve as consultants for your property • Leads our Tree Division • Responsible for identifying issues • Proposing work • 3-5 Year Safety and Aesthetic tree care plans



Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

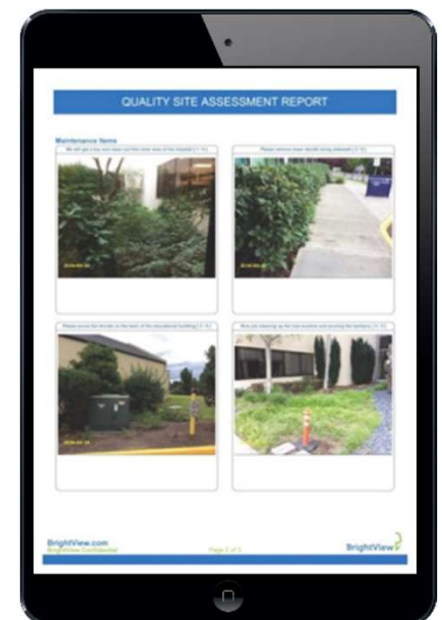
Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success





Delivering on Our Promise

We consider **communication** to be the key component of success with all our clients. That is why we take it very seriously.

Throughout a partnership with BrightView, you can expect that we will deliver effective and proactive communications with you.

We have developed a systematic approach to ensuring that our clients are kept in the loop with all aspects of their landscaping services. We have several resources that we leverage to make sure we keep lines of communication flowing.



DEDICATED ACCOUNT MANAGER

- Your go-to person for everything pertaining to your landscaping
- A knowledgeable and trained professional to help ensure your property shines



REGULAR VISIBILITY

- Review expectations
- Business reviews
- Scheduling and mapping services
- Regular visibility with your key stakeholders



CUSTOMER SATISFACTION SURVEYS

- Two times a year to drive engagement
- Understanding how we are performing
- Survey results help us have learn make changes to meet your expectations



We make communication a priority and believe it is the key to delivering you the highest quality service, but also building a strong and lasting partnership. Our tools were created to ensure we maintain proactive and transparent lines of communication.

Heriberto Jimenez - Account Manager



Committed to Safety, Everyday



BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.



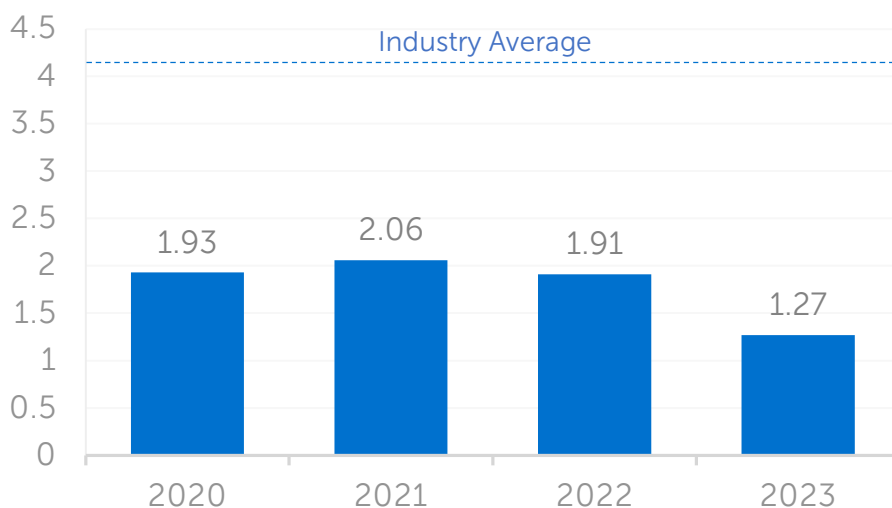
At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves —it is woven into the fabric of our company.



Juan Aldana
Branch Safety Leader

OSHA Recordable Performance

Industry Average: 4.20



BrightView regularly performs better in safety than other landscape service providers.



Extensive Training

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



Employee Verification Process

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.



Personal Protective Equipment

Proper PPE is required of all team members engaged in jobsite production activities.

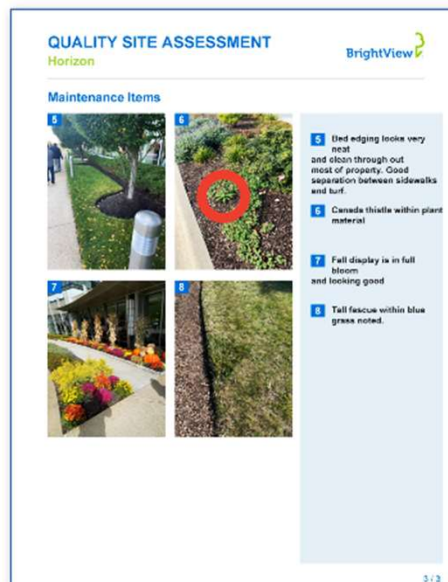


Quality Site Assessments

Our Quality Site Assessment (QSA) is a proprietary tool developed to help capture the quality of service and current state of your landscaping. This allows us to share our findings with you easily, regularly, and promptly. Once the assessment is completed the report is automatically emailed to you for real-time communication and complete transparency.

This report includes:

- '360 degree' site inspections, performed with designated site contact
- Landscape observation images with notes
- Updates on items already discussed in prior meetings
- Recommendations on possible enhancements to your landscape
- Opportunity for site contact to strategically discuss short- and long-term plan for the site
- Electronically tracks carry-over items from past QSAs
- Results can be electronically sent to other stakeholders



Our Quality Site Assessments (QSA) create an opportunity for you and your dedicated Account Manager to assess the state of your property together.



BrightView Connect

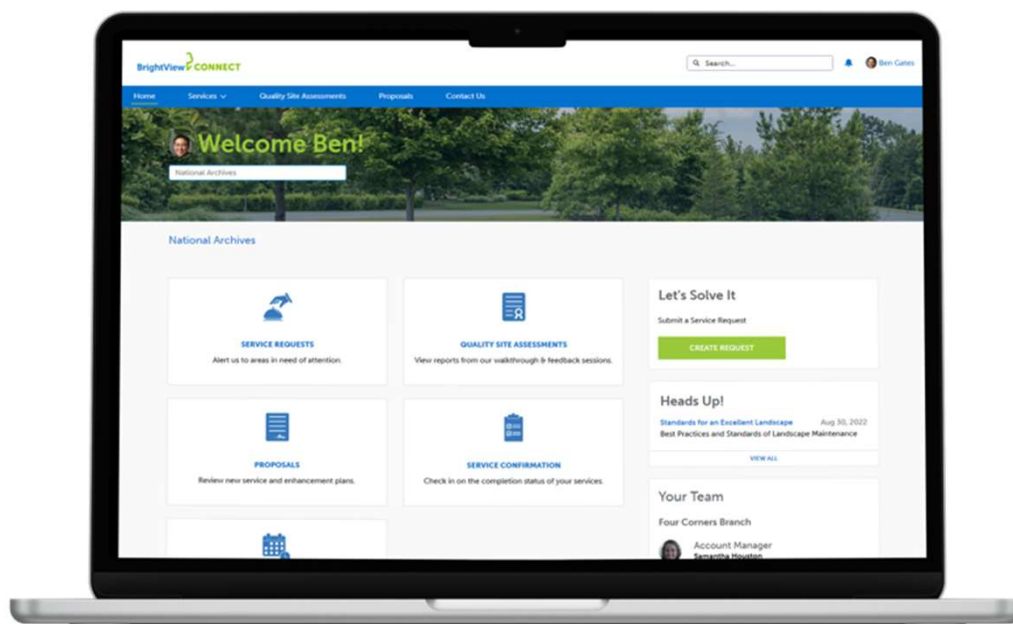
We believe in the power of proactive communication and the importance of keeping you informed. That's why we created BrightView Connect; a proprietary web application designed for customers and property managers, providing timely insight into the property maintenance information that matters the most.

The BrightView Connect platform offers the following:

-  **Submit a Service Request**
-  **Receive Service Confirmations**
-  **Contact Your Team**
-  **View Enhancement Proposals**
-  **Review Quality Site Assessments**
-  **See Your Standard Maintenance Schedule**



Our secure & private online portal makes it easy to manage your landscape services anytime, anywhere.



Services & Pricing Summary

Performance Based Management Includes:

Labor: Crew size of Three (3), with a dedicated Account Manager on-site monthly. – See Labor Plan on Pg 11.

The property will be maintained in accordance with the standards outlined in Attachment A: Scope of Services & Standards of Care.

	Beginning – Dec. 2025	Calendar Year 2026	Calendar Year 2027
Monthly Charge (Landscaping)	\$8,328	\$8,328	\$8,328
Annual Tree Arborist Report	\$0 – included with annual tree pruning	\$0 – included with annual tree pruning	\$0 – included with annual tree pruning
Annual Tree Pruning	\$8,000 - Cost is included in Monthly Charge	\$8,000 - Cost is included in Monthly Charge	\$8,000 - Cost is included in Monthly Charge
Billing Rate for supervisor and laborer for any "Additional Work"	Irrigation Tech - \$70 / Hour Laborer - \$55 / Hour Supervisor – Account Manager included in monthly cost	Irrigation Tech - \$70 / Hour Laborer - \$55 / Hour Supervisor – Account Manager, included in monthly cost	Irrigation Tech - \$70 / Hour Laborer - \$55 / Hour Supervisor – Account Manager, included in monthly cost

Performance Based Management Monthly Price: \$8,328

Performance Based Management Yearly Fee Total: \$99,936

Additional:

- Maintenance service sequence map provided within the first 30 days of service
- Water usage assessment to detect ways to save water usage in landscape
- Free Access to BrightView Connect Dashboard + Training on how to use
- Monthly Quality Site Assessment reports
- Monthly Site Walks with your Account Manager
- As our BrightView maintenance partner, you are provided the benefit of access to our design, planning and installation services. This means our team will help you develop future budgets on enhancement/improvement work throughout your property. This will include consultation, plant palette recommendations, Design recommendations, and any required irrigation retrofitting for projects.

Mulch:

- Mulch Material: The ES-2 Multi Purpose Mulch is made from recycled materials to ensure sustainability. The eco-friendly organic mulch cools down root zones and reduces evaporation from the soil. It controls erosion and inhibits weed growth



BrightView Landscaping Services, INC.

SOLVANG MESA LLMD LANDSCAPE MAINTENANCE SERVICES– Staffing Plan

Branch Manager – Brandon Merkey

- Ensures quality and efficient landscape management for clients
- Consistently improves best practices within the service branch
- Leads and supports all branch personnel
- Qualified Applicators License - #124479

Account Manager – Heriberto Jimenez

- Accountable for your complete satisfaction
- Day-to-Day Communication
- Ensures compliance to job specs and quality
- Interfaces with on-site Operations Team
- Your primary point of contact

Production Manager – Jesus Jimenez

- Coordinates material, crew members, equipment and subcontractors to ensure job site quality meets BrightView's standards.
- Inspects properties prior to scheduled service to develop an appropriate action plan, and performing hands-on work as needed.

Landscape Maintenance Labor: Crew Leader - Felipe Ayala

Crew Member - Juan Zepeda

Crew Member - Jose Morelos

- Three Landscape Professionals - on-site for a full day on Monday and Wednesday.



BrightView Maintenance References

Cathedral Pointe HOA

739 Cathedral Pointe Lane
Santa Barbara, California 93101

The Bluffs HOA

211 Elderberry Dr,
Goleta, California 93117

BEGA North America

1000 Bega Way
Carpinteria, California 93013

The Ritz-Carlton Bacara, Santa Barbara

8301 Hollister Ave,
Santa Barbara, CA 93117

Santa Barbara Municipal Airport

500 Fowler Rd,
Goleta, CA 93117

Firm Overview -

BrightView Landscapes takes pride in providing consistent, high-quality landscape services with a dependable service commitment. As the nation's leading landscape services company, BrightView Landscapes provides, through its team of more than 18,000 employees, services ranging from landscape maintenance and enhancements to tree care and landscape development for thousands of customers' properties, including corporate and commercial properties, HOAs, public parks, hotels and resorts, hospitals and other healthcare facilities, educational institutions, restaurants and retail, and golf courses, among others. BrightView Landscapes takes care of its employees, customers, and communities while delivering exceptional landscapes that positively impact millions of lives every day.

Local Branch to Service City Of Solvang –

BrightView Landscape – Santa Barbara

6464 Hollister Ave, Goleta, CA 93117

BrightView Landscape Service Yard – Los Alamos

165 Leslie St, Los Alamos, CA 93440

**Thank you for the
opportunity to
present our
landscape solution.**

Should you have any questions, please
don't hesitate to reach out.

Landon Woods, Business Developer
Landon.Woods@BrightView.com
805-212-0256

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/20/2024

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Brightview Landscape Services, Inc. 980 Jolly Road Suite 300 Blue Bell PA 19422 USA	INSURER A: ACE American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570108252459

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	XSLG47317551 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	ISA H10719999	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLRC72633660 WC - AOS SCFC72633702 WC - WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

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

RE: 321600058, Solvang Mesa LLMD. Agency and its officers, officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City of Solvang Attn: City Clerk 411 Second Street Solvang CA 93463 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570108252459

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE OF NAMED INSURED

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol XSL	Policy Number G47317551 001	Policy Period 10/01/2024 to 10/01/2025	Effective Date of Endorsement 10/01/2024
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The Named Insured shown in the Declarations is amended to read as follows:

BrightView Landscapes, LLC

BrightView Landscape Services, Inc.

BrightView Tree Care Services, Inc.

BrightView Golf Course Maintenance, Inc.

BrightView Enterprise Solutions, LLC

BrightView Companies, LLC

BrightView Chargers, Inc.

BrightView Landscape Services, Inc, dba Marina Landscape Maintenance

BrightView Tree Care Services, Inc dba Urban Tree Care (formerly known as Urban Tree Care)

BrightView Landscape Services, Inc. dba Girard Environmental Services

BrightView Landscapes, LLC dba Cutting Edge Property Maintenance

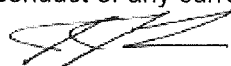
as well as any organization other than a partnership or joint venture, and over which you or your subsidiary currently maintain ownership or majority interest provided there is no other similar insurance available to that organization; and any other organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, provided:

- a) there is no other similar insurance available to that organization; and
- b) you notify us of such acquisition not later than 60 days after the end of the policy period.

As respects newly acquired or formed organizations:

- 1. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- 2. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on this schedule.



Authorized Agent

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol ISA	Policy Number H10719999	Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement 10/01/2024
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol ISA	Policy Number H10719999	Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement 10/01/2024
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**



We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative



Workers' Compensation and Employers' Liability Policy

Named Insured BRIGHTVIEW LANDSCAPES, LLC 980 JOLLY RD. BLUE BELL PA 19422	Endorsement Number
	Policy Number Symbol: WLR Number: C72633660
Policy Period 10-01-2024 TO 10-01-2025	Effective Date of Endorsement 10-01-2024
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. () Specific Waiver
Name of person or organization:

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH
WRITTEN CONTRACT
3. Premium:
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0



Authorized Representative



CITY OF SOLVANG

Applicant/Interested Party Campaign Contribution Disclosure Form

1644 Oak Street | Solvang, CA 93463 | www.cityofsolvang.com | (805) 688-5575

APPLICANT/INTERESTED PARTY INFORMATION

Applicant Name: **Brightview Landscape Services, Inc.**

Phone: **805-642-9300**

Email (required):
tony.messina@brightview.com

Representative/Agent: **Anthony Messina**

Phone: **818-838-4792**

Email: **tony.messina@brightview.com**

Mailing Address: **6464 Hollister Ave**

City: **Goleta**

State: **CA**

Zip: **93117**

Website: **Brightview.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: **03/03/2025**

Print Name: **Anthony Messina**

OFFICIAL USE ONLY

File/Project No:

Date Received:



Agenda Item 8.b

Meeting Date: March 10, 2025

SUBJECT: Discussion and Possible direction to Staff regarding Future Infrastructure and Land Use Planning

PREPARED BY: Randy Murphy, City Manager
Jose Acosta, Utility Director
A. Rafael Castillo, AICP, Planning and Building Manager

DISCUSSION:

The City Council adopted a series of goals for the 2024-2026 fiscal cycle. Those goals included the following:

#2 – Analyze limited uses in the Urban Growth Boundary for affordable and work force housing to meet State Law and community needs.

#7 – Assess opportunities and financing to improve traffic, pedestrian, and bicycle circulation in general and especially on SR 246.

#13 – Analyze increased water storage and/or supply with additional and/or larger reservoirs and development of injection wells for ground water storage for drought years independently or with other water purveyors.

All of these goals assume looking into the existing City's boundaries, or City limits, to ensure housing, transportation, and water storage supplies are met.

City's Urban Growth Boundary

The City's boundary is approximately 2.4 square miles (Attachment 1). The City also has an adopted "sphere of influence" ("SOI") which is approved by the Santa Barbara Local Area Formation Commission (LAFCO). This sphere is the area where future growth could occur and be annexed into the City. However, it is not within the current City limits. This area is adjacent to the City limits and extends primarily to the north and east of the existing City limits (Attachment 2). On June 8, 2020, a group known as Save Solvang (SOS) presented to the City Council a petition to bring to the voters an "Urban Growth Boundary Initiative", as it had collected enough signatures (499) from voters based on the 2016 General Election, or just under 10% of the registered voters. The City Council was given three options:

- Adopt the initiative as an ordinance, without alteration.
- Submit the initiative without alteration to the voters of the City of Solvang. or
- Order a report prepared pursuant to Section 9212 of the California Code of Elections concerning certain special effects of the proposed initiative.

Typically, a report is prepared, and the initiative is sent to the voters. At the meeting only the initiative proponents and one additional speaker made comments regarding this item. The Council voted 4-1 to adopt the initiative as proposed, with no alterations.

This initiative established the existing City limits as the boundaries for urban growth and development. It requires that any proposed boundary change be put to a vote by the residents of the City of Solvang. The initiative provides that the City Council may amend the Urban Growth Boundary (UGB) without a vote of the City's residents under certain circumstances, which include the following:

- A specific provision of state or federal law requires the City to accommodate the housing that will be permitted by the amendment; and the amendment permits no greater density than that necessary to accommodate the required housing;
- Land contemplated for construction of public schools, or for public services and facilities only if the Council makes required findings including evidence from the Fire Department, Police Department, Public Works Department, and applicable water and sewer districts that these departments can provide adequate service, and there is no existing land available within the UGB.

The City Council may also submit an amendment to the voters, or if an applicant wishes to amend the UGB, that application would need to be approved by the voters. Other aspects of the initiative included amending the previous General Plan language, which has been carried over in the 2045 General Plan, adopted by the City Council in July of 2024. Typically, these initiatives include codification of an urban growth ordinance, and codify the initiative within a municipal code, or charter. No such work was performed after the adoption of this initiative in June 2020.

Looking Ahead to the 2032 RHNA

The City adopted its Housing Element in 2024 and was required to re-zone three “sites” as a part of this effort. It is anticipated that two of the three sites will be developed within the current planning cycle. By way of reminder, the City does not have many sites of vacant land remaining. Although the City does own some open space parcels, re-zoning those parcels will be complicated. A few examples are that a General Plan amendment might be necessary, there would be a limited time frame to construct the units, any disposition of property would need to be consistent with the California Surplus Land Act. The City also would need to find a developer to acquire the property and build the projects. Because at least one of the potential parcels was deeded to the City as open space, there could be a protracted legal battle to determine whether or not it could even be developed for housing.

In the future, the City will likely be faced with a dilemma in addressing future housing needs:

- Continue to pursue re-zones of properties within the City boundaries, which could be disruptive and potentially opposed by surrounding residents; and
- Continue to enact infill development policies that include density incentives and likely require increase in height limits to accommodate the necessary density.

The City Council in its 2024 Zoning Ordinance adoption enacted many of the required Housing Element changes to facilitate housing development including setback reductions, lot coverage, and allowing for residential conversions in the Village versus “secondary uses”. However, the market and property owners need to respond to such actions. Another option available would be to explore the possible annexation and development of sites outside of the current City limits. The UGB ordinance allows the City Council to annex land without a vote if it can make certain findings. However, it states “no greater density than that is necessary to accommodate the required housing”. This language is ambiguous at best and does not allow for a variety of housing types, nor does it prescribe whether it is project specific density, or overall site density. The City Council can direct staff to explore the possibility of future growth beyond the City limits if a property owner is willing to enter into an agreement with the City.

Any housing related effort to potentially expand the City limits would need either a specific plan, master plan, or other long range planning document to ensure proper implementation, including infrastructure costs. As a part of the Zoning Ordinance update, the City now has a “mandatory project features” in its planned development overlay ordinance that can be utilized in any future planning aspect that includes the following:

- A minimum of 20 percent of the residential units within the project are affordable to households of very low, low or moderate incomes.
- Provide a substantial public amenity, for example, a public plaza, a public park, or a similar improved open space feature, including provisions for guaranteed long-term maintenance not at the expense of the City.
- Preserve, enhance, and/or create a significant natural feature.

Water Security

The City could benefit from exploring property annexation to acquire land for potential new water well drilling. As part of its ongoing efforts to diversify its water production portfolio, the City is committed to ensuring a reliable and safe drinking water supply. Acquiring one or more productive wells on nearby properties could present an opportunity for the City to enhance its water reliability and resilience. While the City staff can attempt to find additional wells within the City limits, well exploration would come at a significant cost versus sites that may already have such production in place outside the current City limits.

The language in the adopted urban growth boundary initiative limits potential new well sites in exchange for annexation to sites “immediately adjacent” to the City limit and public facilities and services found in Section 1.7 of the previous General Plan that has since been deleted and no clear successor text was provided. The previous section 1.7 stated the following:

The City of Solvang provides water and wastewater services. Public safety services are provided through a contract with the County of Santa Barbara’s Fire and Sheriff’s Departments. Other services are provided through contractual agreements with surrounding jurisdictions and private agencies. The City’s solid waste is taken to the Tajiguas Landfill. No new solid waste sites are planned within the City at this time. The Parks and Recreation Element discusses City facilities that are available for use including Hans Christian Andersen Park, Solvang Park, and the Veteran’s Memorial building.

The section does not provide any detail of “public facilities and services”. Again, with no implementing ordinance that details what exactly the facilities are, the language above can be interpreted in many ways.

Alternative Routes for Emergencies

The UGB ordinance has no provisions for the City proposing any type of plans for alternative access routes through means of annexation or future master planning. In light of recent fires in Southern California, alternative routes that residents can utilize in case of emergencies is a growing concern, particularly with the currently limited ingress/egress in all directions. Potential new roads, or emergency access roads, could be envisioned for the outer edges of the City with proper planning, funding, etc. The current UGB is extremely limiting from this standpoint.

Options for the Council

An urban growth boundary is just one of many tools available for the City Council to restrict growth and development. However, it currently severely limits the tools at the Council’s disposal. Recently, City staff was approached by the property owner outside of the City limits wishing to explore potential annexation with possible new water sources for the City in exchange for possible areas of targeted development. Due to the impact of the UGB ordinance, staff wishes to bring this item, along with executing the adopted goals, to the Council’s attention.

Annexation is one step in a more complicated process. Additionally, annexations typically coincide with a master planning effort with an environmental review. From that, a decision is made, and the City would need to get approval from the Santa Barbara County LAFCO. This also would include some sort of tax sharing agreement with Santa Barbara County and/or other requirements. All these documents are a significant expense that is estimated to cost upwards of \$250,000 to \$750,000 to complete, depending on what documents are utilized to complete a forward-looking effort, and typically an applicant wishing to annex pays this sum, along with applicable fees and deposits. The Council does have the following options to consider:

1. Do nothing. The City Council can leave the ordinance as is.
2. Direct Staff to study ways to amend or repeal the ordinance. The City Attorney could suggest future strategies and processes for amending or possibly repealing the ordinance, including any subsequent General Plan amendments.

3. Direct Staff to codify an urban growth management plan that can take the language of the original UGB and provide interpretations for the housing and infrastructure sections and allow for better ordinance interpretation.

ALTERNATIVES:

The City Council may direct staff in any of the above options.

FISCAL IMPACT:

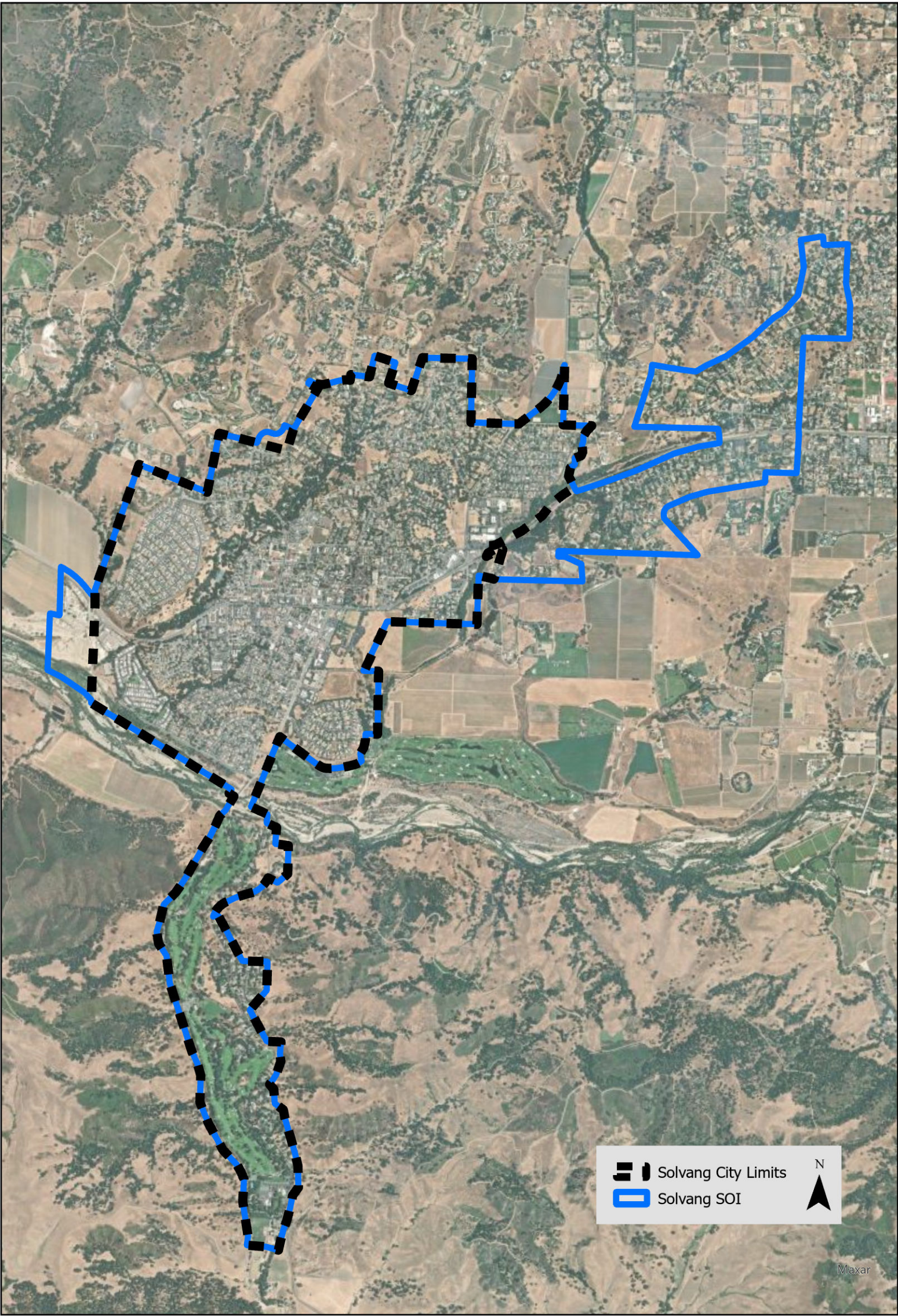
None, unless directed by City Council on any of the above options.

ATTACHMENTS:

A – City Boundary and SOI

B – Ordinance 20-1106 Urban Growth Boundary

Attachment A - City Boundaries



RESOLUTION NO. 20-1106

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOLVANG, CALIFORNIA, APPROVING AND ENACTING
THE URBAN GROWTH BOUNDARY ORDINANCE**

WHEREAS, the City Clerk has issued a certificate verifying that proponents of the Ordinance (the Ordinance) have timely submitted petitions containing the required number of signatures pursuant to the Elections Code to qualify for an election; and

WHEREAS, Elections Code section 9215 provides that the City Council may adopt the ordinance without alteration; and

WHEREAS, Elections Code Section 9217 provides that any ordinance that is proposed by initiative petition and adopted by the City Council without submission to the voters shall not be repealed or amended except by a vote of the people, unless provision is otherwise made in the original ordinance; and

WHEREAS, the City Council has determined to approve the ordinance rather than call an election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Solvang, in accordance with Election Code section 9215(a), hereby adopts the Ordinance attached and incorporated by reference to this Resolution as Exhibit "A".

BE IT FURTHER RESOLVED that the City Clerk is directed to give notice of approval of the Ordinance's amendments to the Solvang Municipal Code and Solvang General Plan as required by law.

SECTION 1. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions

SECTION 2. Certification. I hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Solvang at a regular meeting thereof, held on the 8th day of June 2020 by the following roll call vote:

AYES: Mayor Toussaint, Council Members Clarke, Johnson, & Waite

NOES: Council Member Djernaes

ABSTAIN: None

ABSENT: None

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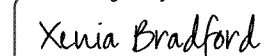
DocuSigned by:



F2F6620A84FC45C...
Ryan Toussaint, Mayor

ATTEST:

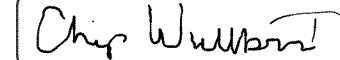
DocuSigned by:



94497AA7A6444E3...
Xenia Bradford,
City Manager/City Clerk

APPROVED AS TO FORM:

DocuSigned by:



D736E773EF0947B...
Chip Wullbrandt, City Attorney

THE FULL TEXT OF THE PROPOSED INITIATIVE IS AS FOLLOWS:

**CITY OF SOLVANG URBAN GROWTH BOUNDARY
FULL TEXT OF INITIATIVE**

The people of the City of Solvang do ordain as follows:

Section 1. Title.

This initiative measure shall be known as the Solvang Urban Growth Boundary initiative.

Section 2. Purpose and Findings.

A. Purpose. The purpose of this initiative is to adopt for the City of Solvang an Urban Growth Boundary ("UGB") beyond which urban development will not be allowed except to accommodate public schools, and public services and facilities as described in Section 1.7 of the Land Use Element of the City of Solvang General Plan ("General Plan"). Section 1.7 of the Land Use Element is attached hereto as Exhibit A for informational purposes only. The Solvang UGB will achieve the following objectives:

1. Promote stability in long-term planning for the City of Solvang by establishing a cornerstone policy within the General Plan designating the geographic limits of urban development, coterminous with the existing City Limits, and allowing sufficient flexibility within that boundary to respond to the City's changing needs over time;
2. Protect agricultural lands, watersheds, and open space lands surrounding the City from conversion to non-agricultural or non-open space uses without public debate and an affirming vote of the people;
3. Safeguard a cohesive community by defining boundaries, encouraging tourism friendly economic development in the City of Solvang's Village Area, and helping to prevent urban sprawl;
4. Allow the City of Solvang to continue to meet its reasonable housing needs for all segments of the population and comply with state law regarding the provision of housing. Encourage the development of housing in areas where services and infrastructure are more efficiently available;
5. Ensure that the land use development policies and underlying goals, objectives, and principles set forth in the General Plan are not undermined by transitory short-term political decisions; and
6. Ensure maintenance of the greenbelt that separates Solvang from other communities in the Santa Ynez Valley.

B. Findings.

1. The City of Solvang is one of California's most unique communities. The City's unique village character depends to a great extent on preserving its

agricultural croplands, rolling hills, rural character, and natural features. Solvang's urban environment is framed by important scenic resources, including large expanses of open space lands, gently sloping topography, mountains, and diverse native flora and fauna. Agricultural and open space lands surrounding the City provide high scenic value and are essential components of the community's character, as confirmed by Goal 2 of the Land Use Element and Goal 3.1 of the Community Design Element in the General Plan. Adopting a UGB around the City of Solvang would promote the formation and continuation of a cohesive community by defining the boundaries for urban growth, by encouraging economic development within the City's Village Area, and by helping to prevent urban sprawl. The UGB would promote adequate and efficient municipal services and facilities, consistent with Land Use Element Policy 1.6, by confining urban development to defined development areas.

2. The City of Solvang adopted a resolution supporting the preservation of the greenbelt areas surrounding the City. Moreover, Policy 6.1 of the General Plan's Land Use Element protects the open space and agricultural areas surrounding the City boundaries and Sphere of Influence, classifying these areas as a "greenbelt." Adoption of a UGB will protect the greenbelt envisioned by the resolution and under Policy 6.1 from transitory short-term political decisions and threats from sprawling development.
3. Encouraging infill development and avoiding sprawl is consistent with the goals and policies under the General Plan, as recognized by the following provisions of the City of Solvang General Plan:

"Promote infill development that is compact, mixed-use, and pedestrian-friendly."
(Policy 5.1, Action Item (A), Land Use Element)

"The pattern of development embodied in the Land Use Element shall maintain a compact urban form that minimizes auto dependency." (Land Use Element, Policy 5.1)

"Work towards decreasing the effects of climate change by reducing greenhouse gas emissions." (Land Use Element, Goal 5)

"Encourage efficient utilization of the City's limited land resources by promoting development at the upper end of permitted General Plan/Zoning Ordinance densities and by facilitating infill development in appropriate areas." (Housing Element, Policy 3.4)

"Encourage quality infill projects that utilize existing infrastructure." (Housing Element, Policy 3.5)

4. Continued urban encroachment onto agricultural, watersheds, and open space lands will impair agricultural production and threaten public health, safety, and welfare by increasing traffic congestion and associated air pollution, degrading critical water resources due to pollution, depletion, and/or sedimentation, increasing risks from flooding, and threatening the

viability of wildlife and environmentally sensitive areas. Such urban encroachment would eventually result in both the unnecessary, expensive extension of public services and facilities, and inevitable conflicts between urban and open space/agricultural uses.

5. Although established in the same location as the City's jurisdictional limits in existence as of the submittal date on March 9, 2020, as shown in the attached Exhibit B (Figure 1 – Solvang City Limits and Sphere of Influence map), the UGB is not intended to and shall in no way inhibit the Local Agency Formation Commission ("LAFCO") from changing or altering the City limit line in accordance with state law. The two lines, although coextensive as of one point in time, are independent one from the other in legal significance and purpose. Whereas the City limit line may be altered by the LAFCO in accordance with the provisions of state law, the UGB is a local land use policy of the City and shall not be repealed or altered except as expressly provided in this initiative.

C. Exhibits.

Attached to this initiative are three exhibits. Exhibit A contains Section 1.7 of the Land Use Element of the General Plan, which describes "public services and facilities." Exhibit B contains Figure 1 of the General Plan Land Use Element. Exhibit C contains the text of Government Code Section 65560(h) effective as of January 1, 2020. These exhibits are referenced in, but not adopted or amended by, this initiative. They are attached for informational purposes only.

Section 3. General Plan Amendment.

The City of Solvang General Plan, effective as of the submittal date on March 9, 2020, is hereby amended as follows. A new Policy 6.2 is inserted into the General Plan Land Use Element, beginning at page A-17, immediately after the existing Policy 6.1.

Policy 6.2 "CITY OF SOLVANG URBAN GROWTH BOUNDARY"

Introduction

The voters of the City of Solvang have, through the initiative process, established and adopted an urban growth boundary line denominated the Solvang Urban Growth Boundary ("UGB"). Its purpose, principles, implementation procedures, and methodologies for amendment are set forth in this subsection.

1. PURPOSE

The purpose of the UGB is to provide Solvang residents a voice in protecting agricultural and open space lands surrounding the City limits. The UGB is a line beyond which urban development is not allowed except for public schools, and public services and facilities as

described in Section 1.7 of the Land Use Element in the City of Solvang's General Plan ("General Plan"). The purpose of this UGB is to ensure that the development policies and underlying goals, objectives and principles set forth in the General Plan relating to Land Use, Open Space, and Conservation are not undermined by transitory short-term political decisions. The UGB is intended to ensure that agricultural, watershed, and open space lands are not converted to other non-agricultural or non-open space uses without public debate and an affirming vote of the people. The UGB will safeguard a cohesive community by defining boundaries for urban growth, encouraging tourism friendly economic development in the City of Solvang's Village Area, and helping to prevent urban sprawl.

The UGB reflects a commitment to focus future growth within the City in order to prevent urban sprawl into the agriculturally and environmentally sensitive areas surrounding the City. The UGB protects the health, safety, welfare, and quality of life of the residents of Solvang by concentrating future residential, commercial, and industrial growth in areas already served by urban services. The policies implementing the UGB allow sufficient flexibility within its limits to respond to the City's changing needs over time. The UGB complements General Plan policies promoting additional housing opportunities, emphasizing infill development, and supporting a thriving downtown Village Area.

2. PRINCIPLES

The City of Solvang is one of California's most unique communities. The City's unique village character depends to a great extent on preserving the agricultural croplands, rolling hills, rural character, and natural features that surround the City. Solvang's urban environment is framed by important scenic resources, including large expanses of open space, gently sloping topography, mountains, and diverse native flora and fauna. Agricultural and open space lands surrounding the City provide high scenic value and are essential components of the community's character, as confirmed by Goal 2 of the Land Use Element and Goal 3.1 of the Community Design Element in the General Plan.

Continued urban encroachment onto agricultural, watersheds, and open space areas will impair agricultural production and threaten public health, safety, and welfare by increasing traffic congestion and associated air pollution, degrading critical water resources due to pollution, depletion, and/or sedimentation, increasing risks from flooding, and threatening the viability of wildlife and environmentally sensitive areas. Such urban encroachment would eventually result in both the unnecessary, expensive extension of public services and facilities, and inevitable conflicts between urban and open space/agricultural uses.

The UGB around the City of Solvang promotes the formation and continuation of a cohesive community by defining the boundaries for urban growth, by encouraging economic development of the City's Village Area, and by helping to prevent urban sprawl. The UGB promotes adequate and efficient municipal services and facilities, consistent with General Plan Land Use Element Policy 1.6, by confining urban development to defined development areas.

Encouraging infill development and avoiding sprawl is consistent with the goals and policies under the City's General Plan. As recognized in the Land Use Element, "[t]he pattern of

development embodied in the Land Use Element shall maintain a compact urban form that minimize Solvang's auto dependency," by "[p]romot[ing] infill development that is compact, mixed-use, and pedestrian-friendly." (Policy 5.1, Action Item (A) of the Land Use Element)

3. ESTABLISHMENT OF UGB

- a) The Solvang City Limits and Sphere of Influence map, Figure 1 at page 9 of the General Plan's Land Use Element, is hereby amended to establish an Urban Growth Boundary in a location identical to the line designating the location of the City limits as shown in the attached Exhibit B. Though the location of the two lines is identical as of a certain point in time, the lines are independent from another in legal significance and purpose, and a change in one would not cause a change in the other.
- b) Until December 31, 2040, the City of Solvang shall not allow urban development outside the UGB except for public schools, and public services and facilities as described in Section 1.7 of the Land Use Element, or as otherwise authorized by the Solvang Urban Growth Boundary Initiative. Only uses consistent with agriculture and the preservation of open space lands as set forth in Government Code section 65560(h) attached hereto as Exhibit C shall be allowed beyond the UGB, except as provided herein. Other than the exceptions provided herein, upon the effective date of this General Plan amendment, the City and its departments, boards, commissions, officers and employees shall not grant, or by inaction allow to be approved by operation of law, any General Plan amendment, rezoning, specific plan, tentative subdivision map, special use permit, building permit, or any other discretionary entitlement which is inconsistent with the UGB, unless in accordance with the amendment procedures of this General Plan amendment.

4. AMENDMENT PROCEDURES

Until December 31, 2040, the foregoing Purposes, Principles and Implementation provisions may be amended only by an affirming vote of the people, or pursuant to the procedures set forth below:

- a) The City Council may amend the UGB described herein if it deems it to be in the public interest, provided that the amended boundary is within the limits of the UGB established by the Solvang Urban Growth Boundary Initiative.
- b) The City Council may amend the location of the UGB located on the General Plan Solvang City Limits and Sphere of Influence map if the City Council determines that doing so is necessary to comply with state or federal law regarding the provision of housing for all segments of the community. The City Council may do so only if it first makes each of the following findings based on substantial evidence:
 - i. A specific provision of state or federal law requires the City to accommodate the housing that will be permitted by the amendment; and

- ii. The amendment permits no greater density than that necessary to accommodate the required housing.
- c) The City Council, following at least one public hearing, may amend the UGB if the City Council makes each of the following findings:
 - i. Application of the Solvang UGB (including subsections (a) and (b) of these amendment procedures) to a specific parcel would otherwise constitute an unconstitutional taking of a landowner's property for which compensation would be required; and
 - ii. The amendment and associated land use designations will allow new land uses only to the minimum extent necessary to avoid an unconstitutional taking of the landowner's property.
- d) The City Council may, following at least one public hearing, amend the UGB to include land contemplated for construction of public schools, or for public services and facilities as described in Section 1.7 of the Land Use Element of the City of Solvang General Plan. Such amendment may be adopted only if the City Council makes each of the following findings:
 - i. The land is immediately adjacent to existing compatibly developed areas and there is evidence that the Fire Department, Police Department, Department of Public Works, and the applicable water and sewer districts with jurisdiction over such land have or will provide adequate capacity to accommodate the proposed development and provide it with adequate public services; and
 - ii. That there is no existing land available within the UGB to accommodate the proposed development.
- e) The City Council, following at least one public hearing, may place any amendment to the UGB or provisions of this initiative on the ballot in the manner provided by state law.
- f) The City Council may reorganize, reorder, and renumber General Plan provisions, including the provisions of this General Plan amendment.

Section 4. Conforming Amendments.

In light of the General Plan amendments set forth above, the City of Solvang General Plan is hereby further amended as set forth below in order to promote internal consistency among the various elements of the General Plan. Text to be inserted into the General Plan is indicated in ***bold italic type***. Text to be deleted is presented in ~~striketrough type~~. Text in standard, bold, or italic type currently appears in that fashion in the General Plan and remains unchanged by this amendment.

The following amendments may be further amended by the City Council without a vote of the people, provided that no inconsistencies with the UGB or with the balance of the General Plan are created thereby.

- a) Land Use Element, 2.1 – City Limits and Sphere of Influence, is amended as follows:

The title of the section is amended to read: “2.1 CITY LIMITS, ***SOLVANG URBAN GROWTH BOUNDARY***, AND SPHERE OF INFLUENCE”

The second paragraph is amended to read:

“The City limit is the existing boundary of the City, while the sphere of influence is the probable future boundary of the City. The sphere of ***influence*** is ‘a plan for the probable physical boundaries and service area of a local government agency.’ ***As set forth in Land Use Element Policy 6.2, the Solvang Urban Growth Boundary is coterminous with the City Limits in existence as of March 9, 2020.*** Solvang’s City limits, ***Urban Growth Boundary***, and Sphere of Influence boundary are shown on Figure 1.”

b) Land Use Element, Figure 1, is amended as follows:

The title is amended to read “SOLVANG CITY LIMITS, ***URBAN GROWTH BOUNDARY***, AND SPHERE OF INFLUENCE.”

The legend is amended to depict the Solvang Urban Growth Boundary as coterminous with the Solvang City Limits as of March 9, 2020.

c) Land Use Element, Policy 6.1 is amended to read:

“Protect the open space and agricultural areas surrounding the City boundaries, ***Solvang Urban Growth Boundary***, and Sphere of Influence serving as ‘greenbelt’ open space separating communities in the Santa Ynez Valley.

Action Item (A)

Solvang has adopted a resolution supporting the preservation of the greenbelt areas surrounding the City and shall periodically review the status of open space, agriculture, and sphere of influence lines in the County’s Santa Ynez Valley Community Plan and City of Buellton’s General Plan and continue to work with surrounding jurisdictions to preserve the greenbelt areas bordering the City Limits, ***Solvang Urban Growth Boundary***, and Sphere of Influence.”

d) Conservation/Open Space Element, Section 1.1, footnote 1, is amended to read:

“The City’s Plan Area consists of land designated by the City’s General Plan Land Use Element Map and includes the current City limits, ***Solvang Urban Growth Boundary***, and adopted sphere of influence.”

e) Safety Element, Section 1.0 Introduction, is amended to read:

“The City’s Plan Area consists of land designated by the City’s General Plan Land Use Element Map and includes the current City limits, ***Solvang Urban Growth Boundary***, and adopted sphere of influence.”

- f) Safety Element, Section 7.1 Aircraft Operations: the final two sentences on page 43 are amended to read:

“As shown on Figure 13, a portion of the Plan Area outside the current city limits but within the sphere of influence lies within the draft AIA. If adopted, residential properties within this area would be subject to the disclosure requirements of the ALUP. ***Allowance of urban development outside the City Limits and within the Plan Area requires a vote of the people.***”

- g) Housing Element, Section 6.4 Other Constraints, the text immediately prior to Section 6.4.1 on page 126 is amended to read:

“A fourth consideration is the requirement for an affirming vote of the people prior to allowing urban development outside the City Limits as set forth in the Solvang Urban Growth Boundary.”

Section 5. Implementation.

- A. At such time as this General Plan amendment is inserted in the City of Solvang General Plan, any provisions of the City of Solvang Zoning Ordinance, as reflected in the ordinance text itself or in the City of Solvang Zoning Map, inconsistent with this General Plan amendment shall not be enforced.
- B. The date that the notice of intention to circulate this initiative measure was submitted to the elections official of the City of Solvang is March 9, 2020 and referenced herein as the “submittal date.” The Solvang General Plan in effect on the submittal date and the General Plan as amended by this initiative comprise an integrated, internally consistent and compatible statement of policies for the City of Solvang. In order to ensure that nothing in this initiative measure would prevent the City of Solvang General Plan from being an integrated, internally consistent and compatible statement of the policies of the City, as required by state law, and to ensure that the actions of the voters in enacting this initiative are given effect, any amendment to the General Plan that is adopted between the submittal date and the date that the General Plan is amended by this initiative measure shall, to the extent that such interim-enacted provision is inconsistent with the General Plan provisions adopted by **Section 3. General Plan Amendment** and **Section 4. Conforming Amendments**, of this initiative measure, be amended as soon as possible and in the manner and time required by state law to ensure consistency between the provisions adopted by this initiative and other elements of the City of Solvang General Plan.
- C. The City of Solvang is hereby authorized and directed to amend the Solvang General Plan, all specific plans, the City Zoning Ordinance, the City Zoning Map, and other ordinances and policies affected by this initiative as soon as possible and in the manner and time required by any applicable state law, to ensure consistency between the policies adopted in this initiative and other elements of the Solvang General Plan, all specific plans, the City Zoning Ordinance, the City Zoning Map, and other City ordinances and policies.

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Section 6. Exemptions for Certain Projects.

- A. This initiative shall not apply to any development project or ongoing activity that has obtained, as of the effective date of this initiative, a vested right pursuant to state or local law.
- B. This initiative shall not be interpreted to apply to any land use that, under state or federal law, is beyond the power of the local voters to affect by the initiative power reserved to the people via the California Constitution.

Section 7. Severability and Interpretation.

This initiative shall be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion of this initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this initiative. The voters hereby declare that this initiative, and each section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion thereof would have been adopted or passed even if one or more sections, paragraphs, subparagraphs, sentences, clauses, phrases, parts, or portions are declared invalid or unconstitutional. If any provision of this initiative is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this initiative that can be given effect without the invalid application. This initiative shall be broadly construed in order to achieve the purposes stated in this initiative.

EXHIBIT "A"

Exhibit "A," which contains Section 1.7 of the Land Use Element of the City of Solvang General Plan that describes "public services and facilities," is provided for informational purposes only and is not adopted by this initiative as part of the general plan.

1.7 PUBLIC SERVICES AND FACILITIES

The City of Solvang provides water and wastewater services. Public safety services are provided through a contract with the County of Santa Barbara's Fire and Sheriff's Departments. Other services are provided through contractual agreements with surrounding jurisdictions and private agencies. The City's solid waste is taken to the Tajiguas Landfill. No new solid waste sites are planned within the City at this time. The Parks and Recreation Element discusses City facilities that are available for use including Hans Christian Andersen Park, Solvang Park, and the Veteran's Memorial building.

EXHIBIT "B"

Exhibit "B," which contains Figure 1 of the City of Solvang General Plan Land Use Element, is provided for informational purposes only and is not adopted by this initiative as part of the general plan.

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**FIGURE 1 – SOLVANG CITY LIMITS AND
SPHERE OF INFLUENCE**

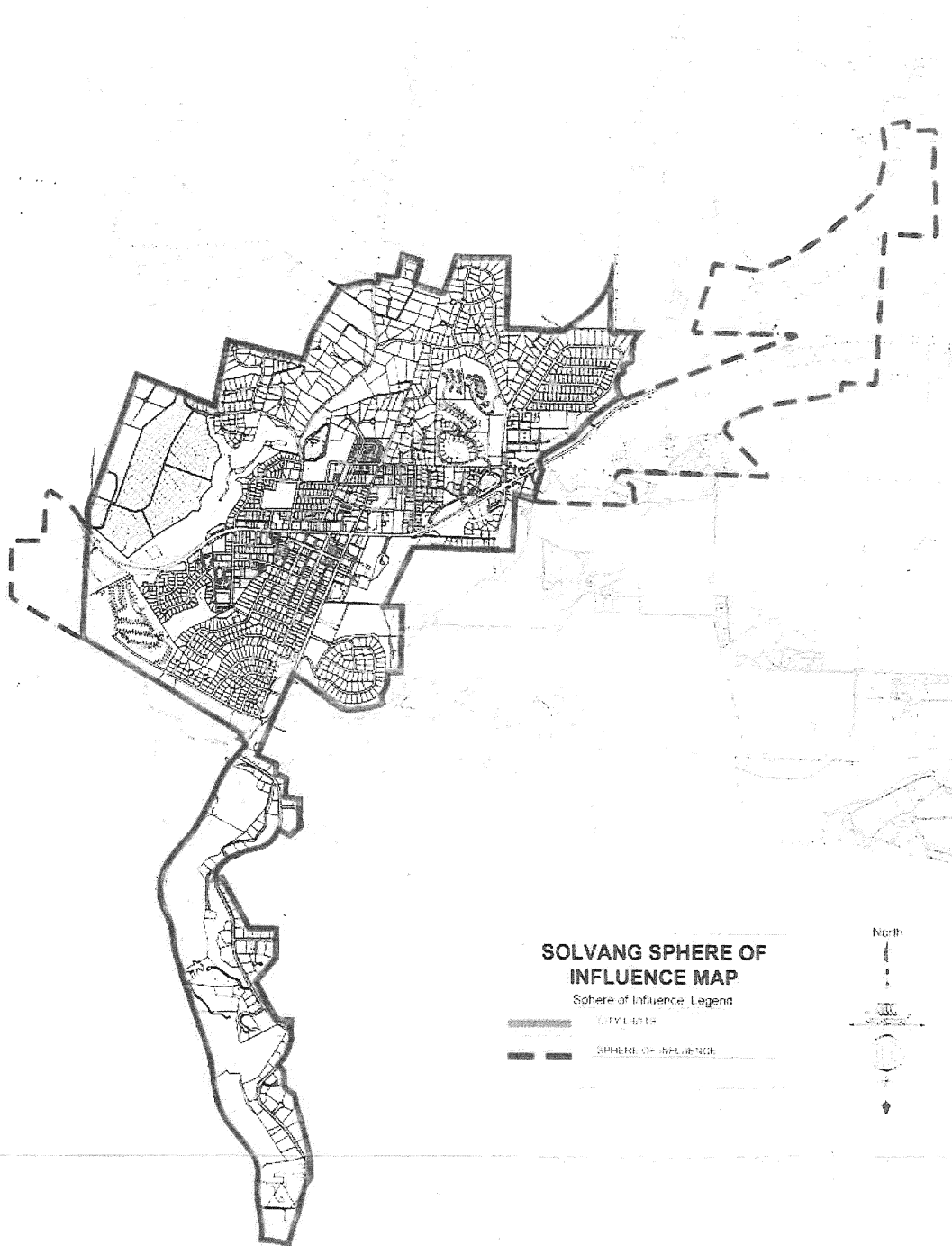


EXHIBIT "C"

Exhibit "C," which contains the text of Government Code Section 65560(h) effective as of January 1, 2020, is provided for informational purposes only and is not adopted by this initiative as part of the general plan.

GOVERNMENT CODE SECTION 65560(h)

65560. (h) "Open-space land" means any parcel or area of land or water that is devoted to an open-space use as defined in this section, and that is designated on a local, regional, or state open-space plan as any of the following:

(1) Open space for the preservation of natural resources, including, but not limited to, areas required for the preservation of plant and animal life, including habitat for fish and wildlife species; areas required for ecologic and other scientific study purposes; rivers, streams, bays, and estuaries; and coastal beaches, lakeshores, banks of rivers and streams, and watershed lands.

(2) Open space used for the managed production of resources, including, but not limited to, forest lands, rangeland, agricultural lands, and areas of economic importance for the production of food or fiber; areas required for recharge of groundwater basins; bays, estuaries, marshes, rivers, and streams that are important for the management of commercial fisheries; and areas containing major mineral deposits, including those in short supply.

(3) Open space for outdoor recreation, including, but not limited to, areas of outstanding scenic, historic, and cultural value; areas particularly suited for park and recreation purposes, including access to lakeshores, beaches, and rivers and streams; and areas that serve as links between major recreation and open-space reservations, including utility easements, banks of rivers and streams, trails, and scenic highway corridors.

(4) Open space for public health and safety, including, but not limited to, areas that require special management or regulation because of hazardous or special conditions such as earthquake fault zones, unstable soil areas, flood plains, watersheds, areas presenting high fire risks, areas required for the protection of water quality and water reservoirs, and areas required for the protection and enhancement of air quality.

(5) Open space in support of the mission of military installations that comprises areas adjacent to military installations, military training routes, and underlying restricted airspace that can provide additional buffer zones to military activities and complement the resource values of the military lands.

(6) Open space for the protection of places, features, and objects described in Sections 5097.9 and 5097.997 of the Public Resources Code.