

FIRST LA COSTA COA

BOARD OF DIRECTORS MEETING

February 14, 2022 at 6:00 PM

Location: Via Zoom -

<https://us06web.zoom.us/j/89236970747?pwd=MzBTbE95YndUeGFHamxTRHhFSnZPd09>

or Telephonically – 1-669-900-6833 - Meeting ID: 892 3697 0747 Password: 574469

AGENDA

CALL TO ORDER

Board President

BOARD ELECTION VIA ACCLAMATION/ORGANIZATIONAL MEETING

APPROVAL OF MINUTES

Pages R-2-4

APPROVAL OF FINANCIAL REPORTS

MANAGEMENT REPORT

- Open Work Orders
- Closed Work Orders

Page R-5
Pages R-6-8
Page R-9

COMMITTEE REPORTS

- Architectural Committee
 - Architectural Process/Guidelines
 - Outstanding Architectural Requests
 - Maintenance Covenant Letters
- Communication Committee
- Infrastructure Committee
- Landscape Committee
- Lighting Committee
- Parking Committee
 - Parking Passes

BOARD ACTION/REVIEW ITEMS

- Construction Update
- Fader Electric Proposal – Sign Lighting
- Pool Motor Proposal
- Landscaping Bids

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Page R-11
Pages R-12-59

OPEN FORUM:

During open forum, each attendee may address the Board for up to three (3) minutes. If a speaker is in the middle of a sentence when time is called, he/she may finish their thought before sitting down. The time guidelines ensure that others will have an opportunity to speak. The Board is not obligated to respond or act on anything presented. The Board may offer a response, educate the homeowner, or point them in another direction, but will not take action on the subject presented.

ADJOURNMENT

Executive Session after Open Session Meeting (closed to the membership):

Hearings, Delinquencies, Contract Formation and Legal Issues and/or Concerns

NEXT MEETING DATE: March 14, 2022

FIRST LA COSTA COA

BOARD OF DIRECTORS MEETING

January 10, 2022

MINUTES

NOTICE OF MEETING

Upon notice given and received the meeting of the Board of Directors was held telephonically/via Zoom.

CALLED TO ORDER

President Andrea Keene called the meeting to order at 6:04 p.m.

DIRECTORS AND OFFICERS PRESENT:

President:	Andrea Keene
Vice President:	Gretchen Bayer
Treasurer:	Shahram Parviz
Director at Large:	Marne Moore
Director at Large:	Marcee Katz
Director at Large:	Lupe Ortega (left early)

PROPERTY MANAGEMENT PRESENT:

Mills Management Services, Inc. – Chris Mills

MEETING MINUTES:

- 1) Upon a motion made by Andrea Keene, seconded by Shahram Parviz and unanimously carried, the Board approved the December 13, 2021 minutes with changes.

FINANCIAL REPORTS:

- 1) The financials have been tabled.

DELINQUENCY REPORT:

- 1) N/A

COMMITTEE REPORTS:

- 1) **Architectural Committee** – The committee presented a letter for the Board to review regarding architectural detail maintenance/removal.
- 2) **Communication Committee** – None.
- 3) **Parking Committee** – None.

UNFINISHED BUSINESS:

- 1) N/A

NEW BUSINESS:

- 1) The Board would like to appoint the members to the uncontested election at the February meeting. The late application will be accepted, and all seven applicants will be appointed at the next meeting. Work Order #3431-1 can be updated to reflect the February meeting date. *
- 2) The Board would like to review the landscaping bids at the February meeting. *
- 3) The Board would like to have a landscape walkthrough on January 26, 2022 at 2:00 pm. The landscaper should be notified. Lupe will reach out to the vendor directly as he has not been responsive. *
- 4) Andrea responded to MMS via e-mail regarding Work Order #3344-1 for repairs to Unit #32. There is a portion of the work that falls under homeowner responsibility. MMS to notify the homeowner about the portion that is their responsibility. *
- 5) The Board discussed Work Order #3512-1 regarding tree roots in the drain for Unit #14. The Board would like to send to Precise Plumbing out to look at the issue. If it is roots, it would be covered by the HOA. If it is not roots, it would be the homeowner's responsibility to pay for the plumber. *
- 6) Regarding Work Order #3300-1, QPM still has not contacted Gretchen to discuss this work order. *
- 7) Gretchen, Shahram and Marcee will walk the buildings to look at painting and wood repair issues and report their findings to MMS.
- 8) Gretchen Bayer will provide an update on the open/closed work orders that can be updated.
- 9) The Board would like to add a column to the work order report to show the unit address. *
- 10) The Board discussed the letter to the membership regarding architectural details that will no longer be maintained by the HOA. The Board declined to send a mass e-mail and will work on crafting a tailored letter for each effected unit with photos. Gretchen and Andrea will form a sub-architectural committee and will do the initial walk to identify issues and then pass it along to the architectural committee for final approval before the letters go out. The Board will revisit this at the next meeting. *
- 11) Gretchen and Shahram will work on updating the clean out location map.
- 12) Upon a motion made by Gretchen Bayer, seconded by Andrea Keene and unanimously carried, the Board approved the proposal from EmpireWorks for destructive testing of the Unit #13 deck area in the amount of \$1,200.00. *
- 13) Upon a motion made by Shahram Parviz, seconded by Gretchen Bayer and unanimously carried, the Board approved the proposal from Beck and Company CPAs for tax preparation and financial review in the amount of \$1,035.00 *
- 14) The Board discussed electronic filing. MMS will create a shared Board folder for all Board members to see information that they have accumulated over time so that the history of the association can be tracked in this folder. *
- 15) Andrea will work on compiling a list of all the termite issues that need to be addressed.
- 16) The Board discussed tarping of the buildings. The HOA's insurance carrier will provide guidelines in writing for the Board to review regarding tarping.

17) The Board will work on compiling a list of pipes that may need to be re-lined so that MMS can get bids for the project. This topic is tabled until the February meeting. *

18) The Board will continue to monitor the green waste requirements. *

OPEN FORUM:

Time was set aside for owners in attendance to address the Board regarding Association related questions and concerns. Homeowners at the meeting discussed the following items: Architectural Request, Web Portal, Assessments, Wood Repairs.

NEXT MEETING:

The next meeting is scheduled for February 14, 2022.

ADJOURNMENT:

There being no further business to come before the Board the regular Meeting was adjourned at 8:02 p.m. and moved into the Executive Session.

EXECUTIVE SESSION SUMMARY

- 1) An Executive Session was held to discuss hearings, legal issues, contract formation, delinquencies and homeowner correspondence.

* Denotes action item

^ Denotes transaction with interested director

Attest:

President or Secretary of First La Costa COA

Date



2-14-22 Meeting

Significant Events –

- **Annual Meeting** – We have received Board applications from 7 candidates. This means that the election would be uncontested and does not require a vote. At the beginning of the meeting, the Board can acknowledge the vote by acclamation for all applicants and assign board positions.
- **Landscaping Bids** – Three bids were received.
 - **Western Landscaping** –\$5,720
 - **Watersedge** –\$4,000
 - **Landscapes USA** –\$2,960
- **Empireworks** –We need to know what to tell these homeowners and/or what the plan is (if any) to address these issues as none of these were in the original scope:
 - WO #3416-1
 - WO #3417-1
 - WO #3424-1
 - WO #3432-1
 - WO #3459-1
 - WO #3513-1
 - WO #3541-1
- **Work Orders Needing Board Review:**
 - WO #3371-1 – Proposal in the packet.
 - WO #3424-1 – Homeowner was not happy with the feedback regarding the repairs. She plans to attend the meeting to discuss her concerns.
 - WO #3430-1 – Bids in packet.
 - WO #3537-1 – Need to know what files you want to include in the shared folder.
 - WO #3695-1 – Proposal in the packet.

First La Costa - Open Work Orders

Properties: First La Costa Condominium Association - Estrella De Mar Carlsbad, CA 92009

Units: All

Tenants: All

Vendors: All

Assigned User: All

Priority: All

Current Work Order Status: New, Estimate Requested, Estimated, Assigned, Scheduled, Waiting, and Work Completed

Work Order Type: Unit Turn, Resident, and Internal

Status Date: Created On Through 02/08/2022

Work Order Number	Unit Street Address 1	Job Description	Vendor	Status Notes
First La Costa Condominium Association - Estrella De Mar Carlsbad, CA 92009				
3300-1		units that have window sill wood damage in need of varying degrees of repair. Estimate needed for this scope of work. Contact Gretchen Bayer at 310.948.2082 to schedule.		Update requested from Coastline 2/1/2022
3369-1	7083 Estrella De Mar #13C	Change order #1 for additional wood repairs to unit #13 is approved	EmpireWorks	Schedule date requested 2/1/22
3371-1		Proposal needed for repair and installation of two signs located at unit 23 & 25 Contact Gretchen (310) 948-2082 to schedule a review of the project	Electric , Fader	To be reviewed at February meeting
3372-1		MMS to provide copy of keys for laundry and pool	Mills Management Services, Inc.	Keys received. Will have duplicated shortly.
3386-1		Brush/trees on El Camino Real need to be trimmed/removed by the City of Carlsbad	City of Carlsbad	City to come out and evaluate on 2/8/2022
3408-1	7095 Estrella De Mar #2B	Pool key request	Mills Management Services, Inc.	Pool key to be issued once payment is made.
3416-1	7189 Estrella De Mar #33A	Wood repair: Homeowner is requesting the following be repaired: two areas that are most concerning are the siding damages on the south side of the building where water can get into the structure and into my unit.	EmpireWorks	Not included in original scope. Board to discuss at February board meeting 1/25/2022
3417-1	7109 Estrella De Mar #20D	Wood repair on fence	EmpireWorks	Not included in original scope. Board to discuss at February board meeting 1/25/2022
3424-1	7185 Estrella De Mar #30B	I put in a maintenance request on the website, but it does not seem to have saved, consequently I'm sending this email. There are two items of concern for unit #30. One is that the painting of the area around the back door was not completed (the front was fine). I will attach a photo. The other is that there is wood damage on the overhand across the front of the unit, I will also attach a photo of that. Thanks for taking note of these. I understand that the wood repair may go on a future projects list, but I trust that the painting will be taken care of prior to the painters leaving.	EmpireWorks	To be discussed at February board meeting
3426-1		Parking passes		To be discussed at February meeting
3427-1		Termite report, inspection, and special assessment		Andrea is creating a list of all termite issues (per Jan meeting minutes)

First La Costa - Open Work Orders

Work Order Number	Unit Street Address 1	Job Description	Vendor	Status Notes
3428-1		Drafting a notice that can be sent to the membership giving homeowners a deadline to agree to a Maintenance covenant for additional architectural details or a date they will be removed by the board.		To be discussed at February meeting
3430-1		Bids needed for new landscaping company		To be reviewed at February meeting
3432-1	7189 Estrella De Mar #33A	I'm getting rain water dripping between my wall around this area - see attached photo. Please have the painting contractor to correct the problem that they created, asap. Thank you, Shahram 7189 -A (33) (760)889-3039	EmpireWorks	Not in original scope. Empire did not provide a change order due to budget concerns 1/25/2022
3434-1	7095 Estrella De Mar #3C	Water leak in wall		1 bid received. Waiting on 2 bids
3437-1	7109 Estrella De Mar #20D	During this recent rainstorm we have a leak coming from the chimney the cover to the chimney may be off or misaligned. Could someone come out and examine the chimney at the top? Thank you. Craig Fujii		Chim Chimney repair proposal requested 2/3/2022
3459-1	7079 Estrella De Mar #6B	Wood repairs needed throughout the exterior of the home. Please see attached photos.	EmpireWorks	Not in original scope. To be discussed at February board meeting 1/25/2022
3513-1	7083 Estrella De Mar #14d	The wood base of one of the front glass windows is very heavily deteriorated from moisture and/or termites. This has been brought to the attention of the HOA at least 2-3 times in the past 2-3 years. When it rains, water leaks into the unit through the gaps on the outside exposed wood trim. A photo is attached of the damage.		Not on original scope. Needs to be reviewed and discussed at February board meeting 1/27/2022
3541-1	7185 Estrella De Mar #32D	Damage to wood from termites	EmpireWorks	Not included in original scope. Board to discuss at February board meeting 1/25/2022
3571-1		Create a shared board folder for all board members to see information (taxes)	Mills Management Services, Inc.	Need to know what files the Board wants to share.
3578-1		Pipes may need to be re-lined. Board to provide list of pipes to MMS		Updated newest map from Gretchen 1/31/2022
3604-1		Sign repairs through out the community		Waiting for proposals
3608-1		Touch up notes for Empire	EmpireWorks	In progress
3657-1		Tax Preparation and Financial Review is approved	Beck & Company CPAs Inc	Will be sent once January financials have been completed.
3674-1	7079 Estrella De Mar #5A	On december 23, we had painter paint outside car ports and left sign to come dec 24 they never showed up to finish painting. Will you be following up with them to finish the job?	EmpireWorks	Work order sent to Empire works 2/2/22
3683-1		Additional lights are out at Cove 3. Other lights have been repaired on work order 3525-1	Electric , Fader	Approval sent to Fader. Waiting for scheduling 2/4/22
3695-1		South pool time and pump	Nelson & Sons Pools	Board to review at February meeting.

First La Costa - Open Work Orders

Work Order Number	Unit Street Address 1	Job Description	Vendor	Status Notes
3696-1		Fallen tree near Unit 39	Landscaping, Caudillos	Work order sent to Umberto 2/7/22
3702-1	7083 Estrella De Mar #13C	Please treat for termites on exposed beams of Unit #13. Thank you!	Rodent Pest Control	Work order sent to Rodent Pest. Waiting for scheduling.
3703-1		Roof tile broken near Unit #19 from recent inspection/work.	Rodent Pest Control	Work order sent to Rodent Pest.

Total

First La Costa - Closed Work Orders

Properties: First La Costa Condominium Association - Estrella De Mar Carlsbad, CA 92009

Units: All

Tenants: All

Vendors: All

Assigned User: All

Priority: All

Current Work Order Status: Completed

Work Order Type: Unit Turn, Resident, and Internal

Status Date: Created On 01/01/2022 - 02/08/2022

Work Order Number	Unit Street Address 1	Job Description	Status	Vendor	Status Notes
First La Costa Condominium Association - Estrella De Mar Carlsbad, CA 92009					
3525-1		exterior lighting on the 7083 and 7087 building- in front of units 11-14 and common area post lights are out	Completed	Electric , Fader	Work completed.
3536-1	7083 Estrella De Mar #13C	This is in reference to Maintenance Request #3369-1. (The feature on site to request an update is not working). Empire started work on 12/20/21. I have attached a picture of some of the work they completed. 2 of the deck rails were reattached incorrectly - you can see in the picture that they were not aligned vertically (note uneven spacing between rails) and that the top rail was split when they re-installed it.	Completed		Duplicate work order.
3540-1	7185 Estrella De Mar #32D	Trim the palm tree outside of this home	Completed	Landscaping, Caudillos	Confirmation of completion from Umberto 1/11/2022
3557-1	7193 Estrella De Mar #40D	Loose handrail on steps leading from Cove 2 up to Cove 1. It was severely loose so a homeowner came to me to discuss. No damage seen but needs to be secured to post.	Completed	Quality Property Maintenance	Confirmation of completion from Andrea 1/24/2022
3561-1		broken banister between Cove 1 and Cove 2	Completed	Quality Property Maintenance	Duplicate of work order 3560-1
3570-1		Landscape walk through	Completed	Landscaping, Caudillos	Walkthrough complete
3583-1	7083 Estrella De Mar #14d	Main sewer cover outside of this building is loose and there is a mound of dirt at the opening caused by gophers.	Completed	Landscaping, Caudillos	Confirmation of completion from vendor 1/27/2022
3610-1		repair the railing going down the stairs from unit 15 to the parking lot	Completed	Quality Property Maintenance	Confirmation of completion from Andrea 1/24/2022
3691-1	7193 Estrella De Mar #40D	Left home at 2:15pm and when arrived back home at 4pm found that sink was backed up. Tried phoning for after hours but having issues with the prompts. Unit #40	Completed		Homeowner responsibility. Neighbor is putting stuff in drain. Called Andrea

Total

Estimate

Fader Electric Inc
2533 Summit Glen
Escondido, CA 92026
garyfader@hotmail.com

Estimate Number: E220112662
Estimate Date: 01/12/2022
Payment Terms: Due On Receipt
Estimate Amount: 4,200.00
Created By: Scott Fader

Billing Address

Mills Management Services
C/O: Mills Management Services
1645 S Rancho Santa Fe Rd.
San Marcos, CA 92078

Shipping Address

Mills Management Services

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1061	Labor Labor: - find and discover old sign. - find power and see if it is working. - run power to 2 new locations to closest house power - dig trench and install conduit. pull wire -	16.00	125.00		2,000.00
1074	Labor Labor: - install posts with signage. - pour concrete footings - pull wire and install photocells - check for proper function	8.00	125.00		1,000.00
1022	Material Material - 10 ft 2 inch rigid steel post. - welder for bracket. - 4 concrete bags. - powder coating both signs.	1.00	1,200.00		1,200.00

Comments:

missing sign quote first la costa

Subtotal: \$ 4,200.00
Estimate Amount \$ 4,200.00

P.F. Nelson & Sons Pools (office)760-753-4996 (cell)760-802-5323

2/8/22

**Proposal for
First la Costa Hoa**

P.F. Nelson & Sons Pools proposes to provide labor and materials for the Following:

**Delivery and Installation of one new PENTAIR 1hp Motor, including all new seals and gaskets.
Cost \$633**

**Submitted by:
Jordan Nelson**

**Providing excellent pool & spa maintenance and service to private residences and commercial
properties in North County since 1967.**



January 3, 2022

Re: La Costa First COA Monthly Landscape Maintenance

On behalf of Western Landscape Maintenance Plus, Inc., I would like to thank you for the opportunity to provide the following proposal for the landscape maintenance program for the property located at **Estrella Del Mar, Carlsbad, CA**

I am looking forward to working with you and adding your property to our growing list of satisfied clients.

It is my goal to provide you with the best possible landscape maintenance for your property at a competitive price, with exceptional value and the utmost level of professionalism.

Our team is trained to listen and execute exceptional service for your property. With our level of customer service, I can assure you that any issue regarding your property will be addressed and handled efficiently and fairly.

The total cost per month for complete landscape maintenance, based on the specifications outlined in "MAINTENANCE AGREEMENT", "EXHIBIT A" AND "EXHIBIT B" are attached herein will be:

\$5,720.00

When awarded this contract, I assure you that you will receive a specialized maintenance program that will promote a healthy and well-groomed landscape.

Please review the enclosed information and scope of work provided in this contract. Should you have any questions or concerns, please feel free to contact me directly. I look forward to the opportunity of working with you in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Marty Dieckmeyer", is written over a light blue rectangular background.

Marty Dieckmeyer,
President, Western Landscape Maintenance Plus, Inc.



Prepared for

LA COSTA FIRST COA



WE RECYCLE & KEEP IT GREEN

"SINCE WESTERN LANDSCAPE MAINTENANCE PLUS, INC. STARTED WORKING ON OUR PROPERTY, I'VE BEEN ABLE TO CONCENTRATE ON MY OWN BUSINESS. **I NO LONGER HAVE TO WONDER IF THINGS ARE GETTING DONE, AND I DON'T HAVE TO WALK THE PROPERTY AS MUCH.**"

-CHUCK FOWLER, VILLA DEL MONTE HOA



ABOUT US

It seems so simple: just make your customers happy!

In fact it takes a lot of hard work to make it happen — but not everyone is willing to make that effort. That very simple concept is the reason Western Landscape Maintenance Plus was founded in the first place. Marty and Cathy Dieckmeyer are committed to "doing the right thing", and this belief is at the core of Western Landscape Maintenance Plus identity.

- Family owned and operated since 2008
- Servicing San Diego and Orange County for over 30 years
- Licensed Landscape Contractor and Architect
- Proven water saving management practices
- Integrity, values and personalized service separate us from the large corporations.

OUR CUSTOMER'S BILL OF RIGHTS

- You have a right to expect quality landscaping services from us
- You have a right to expect a prompt response from us every time you call
- You have a right to expect accuracy in our quoting and billing procedures
- You have a right to expect no surprises in your monthly billing
- You have a right to be kept informed on a regular basis concerning your property
- You have a right to expect knowledgeable representatives with cost effective solutions
- You have a right to expect friendly and courteous customer support
- You have a right to receive a high quality standard of service each and every month
- You have a right to expect us to do it right the first time, every time

Signed,

The Employees of Western Landscape Maintenance Plus, inc.

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*"I just met a couple that moved into our neighborhood and they said **they looked at a lot of communities**, but they chose Cristalla At Aviara because **the landscaping was so well kept and beautiful.**"*
- Gene Pane, Cristalla At Aviara Board member

1. SUMMARY OF SERVICES

1. General weekly landscape maintenance:

- a. Weeding
- b. Mowing
- c. Trimming
- d. Removal of trash
- e. Overall inspection of property
- f. Irrigation management
- g. General clean up

2. WLMP Crew visits per week:

- a. 5 -man crew, 1 visit per week

3. WLMP Supervisor visits:

- a. Weekly or as needed

4. WLMP President visits:

- a. One time per month or as needed

5. Complimentary Services at No Additional Charge

- a. Commercial grade, high quality fertilizer applications to all turf areas
- b. Safe, effective pesticides and insecticides as needed
- c. Post emergent broad leaf weed control
- d. Tree trimming on small trees that are up to 12' in total height
- e. Landscape architecture and planning when work is installed by WLMP (some restrictions apply).
- f. Personal, monthly site inspections with President of WLMP
- g. Irrigation monitoring and controller adjustments per seasonal conditions

*"I was very impressed with your approach, it was very professional.
You came out and actually **walked and measured the entire property**, delivered the quote within 24
hours, and you spent the time to go over it with me in person.*

***I knew exactly what I was getting and your price was lower then what I'm currently paying"**
- Facilities Manager, Pala Casino Administration and Sports Complex*

2. WHAT TO EXPECT

In order to serve you better, WLMP has developed a **proprietary, step-by-step system for collecting valuable data about your property's landscape** before any work begins. Once the maintenance contract has been awarded the following takes place:

- **Introduction** – An initial tour of the property with WLMP President and the maintenance team. Key areas are identified and this is the perfect time to point out your areas of concern and specific problems to be addressed. A schedule for monthly walk-throughs will also be confirmed.
- **Method(s) of Communication** – You have the option to choose your preferred method of communication. WLMP employs advanced technologies such as smart phone texting, emailing, faxing and cell phones.

*"I've been working with Marty and Western Landscape Maintenance for many years on several HOA's in San Diego. He's honest, has a great work ethic and **always does excellent work for us. I can always count on Marty and the WLMP team to get things done the right way** which frees me up to concentrate on other issues." – Heidi Brock Owner, HOA Business Solutions*



3. 90-DAY GAME PLAN

During the first 90 days of service, WLMP will do the following:

- **Tree Care Management** – Inspection of all the trees located on the property for overall health. Their condition is documented and carefully noted for tracking their overall health. A tree trimming estimate and a custom 3-year tree-pruning program is provided for future planning and budgeting.

Trees located within turf areas will have ‘tree wells’ created around the base of the tree to prevent *line trimmer damage*. Any pre-existing trees with *line trimmer damage*, *structural damage* or any other hazardous condition will be reported to you immediately.

- **Irrigation Evaluation** – Our irrigation specialist performs an in-depth analysis of your entire irrigation system. Using advanced technology, with a wire-less remote controller, the specialist is able to turn on, check and inspect each and every valve and all the components of the irrigation system. Any areas of concern and or potential problems (from the backflow to the nozzle) are documented and reported. We continue to monitor your irrigation system, ensuring timely repairs and seasonal adjustments to maximize conservation and keep your water costs as low as possible.
- **Community Heartbeat** - The first 90 days are a crucial learning time for us. Each Community we maintain has its own unique ebb and flow. For instance, the trash is collected on a certain day of the week, so we won't mow on that day. Or, a particular resident would like us to avoid trimming a certain shrub because they enjoy doing the gardening themselves or, the irrigation may need to be set at certain times in order to not disrupt an early riser. We're extra sensitive during these first 90 days, so we can provide you with the best service with the least disruption possible. We want to be part of your Community.

4. LOWER WATER COSTS & IRRIGATION MANAGEMENT

Converting older, poorly designed, irrigation systems to “Smart Systems” is a smart investment. **Take advantage of the available water rebates and grants, and upgrade to newer water saving technology.**

Your irrigation system provides the landscape with its most valuable resource – water. **A neglected and improperly managed irrigation system can damage parking asphalt, buildings, fencing, sidewalks, and cars and even kill plant material. AND IT'S COSTLY!**

For the landscape to flourish, the irrigation system must be in proper working order. Best practices are for it to be automatic, operable, adjusted for plant type and set to operate as the seasons dictate while conserving one of your most valuable resources, water.

When our qualified Irrigation Specialist conducts an extensive evaluation of your irrigation system, he exposes existing problems and/or issues and will report the findings to you with solutions that will save you money and water, in the short term and long run. Thereafter, we continue to monitor your system for the remainder of your contract’s term.

Your property receives the following irrigation inspection:

- Controllers will be set to water each zone based on environmental conditions
- Irrigation zones are based on plant type, sun/shade, slope, planters etc.
- Irrigation valves, quick couplers and gate valves are inspected for leaks
- Backflow device inspected for leaks and pressure tested
- Pressure regulators are inspected and tested
- Valve activation sequence and wiring test is conducted from the timer
- Nozzles are inspected for mismatch, over spraying, clogs, leaks etc.
- Leaks and broken pipes
- Proper coverage (sprinkler spacing and nozzle adjustments)
- Inspection of stressed plant material and turf due to irrigation irregularities
- Adjustments to prevent water damage to buildings, hardscape and fencing
- Observation of standing water, muddy areas, dry areas
- Irrigation runoff causing water stains to asphalt and concrete
- Drip emitter and poly tubing inspections

All of these irrigation components are tested and observed and reported to you with solutions during the first 90 days of service.

5. ACTUAL WATER SAVINGS USING WLMP'S PROPRIETARY 'SMART WATER MANAGEMENT SYSTEM'

Oct. 26. 2011 2:05PM VVHOA

No. 0828 P. 3

RAINBOW MUNICIPAL WATER DISTRICT
3707 OLD HIGHWAY 395
FALLBROOK, CA 92028
PHONE: 760-728-1178 FAX: 760-728-2575

VISTA VALLEY COUNTRY CLUB
VILLAS HOA

GROUP NO: VVC3
PAGE NO: 2
BILLING DATE: 10/24/11
DELINQUENT DATE: 11/21/11

ACCOUNT#	METER NUMBER	METER SIZE	DATE FROM	DATE TO	AMOUNT	
PRIOR READ					TOTAL DUE:	169.67
5054	5069	15	LAST YR	USAGE ALLOCATION	32 26	
GRAND TOTAL DUE:					4,599.49	

WATER ALLOCATION INFORMATION

CURRENT USAGE	CURRENT ALLOCATION	CURRENT OVER(+)/UNDER(-)	YEAR TO DATE OVER(+)/UNDER(-)	NEXT ALLOCATION
1361	2840	-1479	-5477	2577

PLEASE VISIT OUR WEB SITE WWW.RAINBOW.COM

LOOK AT THESE
"ACTUAL"
WATER SAVINGS!



"From an outsider's perspective, the water numbers are still looking pretty good! My congrats to Steve, Lorenzo and Marty for their continued diligence on this matter!" - Jim Crampton, Retired Board Member, Vista Valley HOA

6. LANDSCAPE ARCHITECTURE

More of what you receive from Western Landscape Maintenance Plus, inc. is our **creative and functional landscape architecture design solutions**. WLMP's California licensed Landscape Architect will **develop plans that range from complex renovations to simple** redesigning of key property areas, such as monument signs; major entries / intersections; community pools, parks and centers; slopes; replanting with proven drought tolerant plants; irrigation system renovations; water management programs; etc.

Imagine taking the guess work out of designing your property by having an **educated, experienced and licensed Landscape Architect**, who knows the property and site conditions, working for you. **No more guessing on which plants to use** and hoping for good results.

Design Imaging Tools:

To help you make landscape design decisions, we incorporate **Photo Imagery Design**. When you can see the final results, it's easy to decide. No more guess work.

Below is an example of our **Photo Imagery Design** process.

BEFORE



AFTER



7. LICENSING & MEMBERSHIPS

Licenses:

Landscape Contractors License: #991053

Landscape Architect License: #5218

Pest Control License QAC: #119543

8. MAINTENANCE FEE SUMMARY

PROPERTY	SERVICE	MONTHLY	ANNUAL
La Costa First COA	Landscape Maintenance	\$5,720.00	\$68,640.00

*"I'm so pleased with the new drought tolerant and California Native plants you selected. They are so beautiful! I love driving along the corridor and seeing all the colors, textures and life buzzing around these amazing plants. The great thing about it is **we're saving money on watering and the new plants are so much better than what we had before.**"*

- Steve Nord, Board member, Vista Valley HOA

9. PARTIAL LIST OF REFERENCES

<u>Homeowners Associations</u>	
Alta Mira II	760-585-1741
Capo Bay District	714-206-4331
Colony Cove HOA	619-339-3206
Glenwood HOA	714-879-2723
Oceana South HOA	760-525-0135
Sand Trap Villas HOA	760-438-5720
Meredith HOA	714-450-5220
Vilamoura HOA	714-557-5900
Villa Del Monte HOA	619-339-1649

<u>Apartments</u>	
Sierra Heights Apartments	760-723-4606
Villas De Laura Apts	760-518-8006

Commercial and Retail

Arnel Commercial Properties	714-480-7910
Camino Town and Country Shopping Center Oceanside – Target, WinCo, Starbucks	714-687-0000
Infinity Enterprises LLC – Jerome’s Mattress, Sushi, Pieology Pizza	626-780-3402
Inland Valley Medical – Kaiser	951-972-9503
Laguna College of Art and Design	949-376-6000
Rainbow Municipal Water District	760-728-1178
Oso Professional Center	949-240-2299
Temecula Promenade Shopping Center – Sprint, Cold Stone, Urbane Cafe	626-240-2299

Property Management

Cal West Management	760-438-5720
ARO Partners	760-434-6054
HOA Business Solutions	619-339-1649
Pilot Property Management	760-635-1405
Powerstone Property Mgt	949-716-3998
Property Advantage	760-585-1741
Webb Community Management, Inc.	949-498-1129
WestMar Property Management	951-491-6310

10. MAINTENANCE AGREEMENT

January 3, 2022

This Agreement is between: **WESTERN LANDSCAPE MAINTENANCE PLUS, INC., 216 E. AVIATION RD, FALLBROOK, CA 92028** (Herein after referred to as WLMP) & **La Costa First COA, Estrella Del Mar, Carlsbad, CA** (Here-in after referred to as "Owner"). WLMP will perform the landscaping and gardening work specified herein at the property listed above and on behalf of the Owner.

DESCRIPTION OF WORK TO BE PERFORMED: WLMP will furnish all labor, equipment, supervision and tools necessary to maintain the landscaped areas in accordance with the specifications listed as Exhibit "A" that is incorporated into and made a part of this contract. This is a maintenance agreement only, for routine maintenance of plants, gardens, irrigation inspections and minor repairs.

TERM: The term of this contract shall be one (1) year automatically renewable unless cancelled by either party with a thirty (30) days written notice.

INSURANCE: WLMP at its own cost and expense shall obtain the following insurance policies with policy limits as indicated hereunder and which WLMP shall maintain or cause to be maintained in full force and effect throughout the duration of this Contract.

a) Workmen's Compensation Insurance

Workmen's Compensation Insurance shall provide benefits equal to the laws of California, for any WLMP employee, where any work under this Contract is being conducted.

b) General Liability Insurance

General Liability Insurance shall cover all operations of WLMP required for the performance of the Work under this Contract with a limit of not less than \$2,000,000 (two million dollars).

PROPERTY MANAGEMENT COMPANY. In the event a property management company manages the Property, the Owner hereby designates said company as its duly authorized representative for purposes of dealing with WLMP. Without limiting the forgoing, WLMP may rely upon and follow all instructions and directions received from said company as if the same were specifically authorized and given by the Owner or, as applicable, the responsible officer, representative or committee of the Owner, without separately confirming the same with the Owner or any such officer, representative or committee. WLMP may also require that any requests for service be submitted through said company (unless otherwise noted). WLMP may address to the property management company any notice or other communication to the Owner and said notice or other communication will be deemed delivered to the Owner when delivered to the property management company.

ATTORNEY'S FEES. In the event of any legal notice to enforce or interpret this Contract, the prevailing party in that action shall, in addition to such other relief as may be granted, be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney's fees and costs, including court costs.

INDEPENDENT CONTRACTOR. WLMP is and at all times will remain an independent Contractor in connection with this Contract and the services and other matters contemplated by this Contract.

LATE CHARGE. If any amount payable to WLMP pursuant to this Contract is not paid in full when due, then, in addition to and not in limitation of any other rights or remedies WLMP may have under the circumstances, at WLMP's option the amount not paid will thereafter bear a late charge of one and one-half percent (1 1/2%) per month until paid or, if less, the maximum charge permitted by applicable law.

PAYMENT. Owner agrees to pay WLMP on or before the tenth (10th) day of the following month in which services are performed, the sum of **\$5,720.00** per month for the performance of services herein required of WLMP; and WLMP agrees to accept said sums in full payment for any and all services rendered by WLMP as stated in "Exhibit "A"", except for services performed under authorized extra work order.

CALIFORNIA MINIMUM WAGE LAW. Due to SB 3 (California Minimum Wage Law), which increases minimum wage each year, the monthly maintenance fee may be increased annually.

MISCELLANEOUS

Contractor reserves the right to use any equipment and/or materials deems necessary to best manage the property.

In the event of inclement weather on the regular service day or if the regular service day falls on a holiday, there will be no regular service provided on those days. No credit will be due Client if service is not rescheduled.

Holidays recognized by contractor are: New Years' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and eve and the Friday after Thanksgiving.

By: *Marty Dieckmeyer* Print Name: Marty Dieckmeyer, President Date: January 3, 2022

WESTERN LANDSCAPE MAINTENANCE PLUS, INC.

Owner: _____ Print Name: _____ Date: _____

Owner: _____ Print Name: _____ Date: _____

11. EXHIBIT "A"

LANDSCAPE MAINTENANCE SPECIFICATIONS / CONTRACT

The work involved, which shall be performed, includes the maintenance of all the common landscaped areas unless otherwise noted. All weekly maintenance debris shall be hauled off-site and disposed of in a green-waste recycling facility. Hand watering is not included in this contract.

This is a performance based contract. The amount of labor to perform the requirements herein will vary according to the projects requirements. Labor will be based on the sole discretion of Western Landscape Maintenance Plus, Inc.

WLMP shall maintain an emergency after hour's number 760-451-9753 or text at 949-547-6605, available twenty-four (24) hours per day, seven (7) days per week. After hours emergency calls will be serviced with the intention of stabilizing the immediate problem until a crew member can revisit the problem the following day during regular working hours. After hour fee is \$70.00 per hour. Our regular hours of field operations are Monday through Friday, 6am to 2:30 pm.

WLMP shall designate a qualified representative with experience in landscape maintenance. The work force shall be uniformed and personably presentable at all times. All employees shall be competent and qualified and shall be a U.S. citizen or a legal resident.

1. GENERAL MAINTENANCE

- a) Policing of common areas each visit.
- b) WLMP will clean grass clippings or leaves from sidewalks and driveways adjacent to common areas throughout the property where landscaping services are performed each visit.
- c) Any and all employees of WLMP who performed unsatisfactory work at the premises will be replaced immediately by WLMP.

2. SPRINKLER MAINTENANCE

- a) WLMP will set the automatic controllers to allow for the optimum water penetration of each type of head for plant species and soil texture as allowed, based on the current water restrictions mandated by the residing water district. Hand watering is not included.
- b) WLMP will repair minor irrigation breaks, which occur at the riser, when discovered during each visit, for parts only.
- c) Irrigation repairs, such as mainline breaks, valve repair or replacement, controller repair or replacement, valve wires and backflow preventers, seasonal irrigation tuning etc., will be treated as an extra service by our irrigation technician at \$68/hr.
- d) WLMP shall at our own expense, repair and/or replace any portion of the irrigation system damaged by WLMP at no charge to the Owner. WLMP shall complete any such repairs within a reasonable amount of time after discovery.

3. LAWN MAINTENANCE

- a) Mowing, edging and line trimming of all lawn areas to produce a neat and healthy appearance.
- b) Fertilize all turf areas 4 times per year to maintain a green, healthy appearance. Fertilizer type will be based on seasonal conditions and plant type. Fertilizer for all turf areas is a slow release fertilizer and is included in this contract.
- c) Broadleaf weed control for turf areas with accepted chemical methods is included.
- d) Pre-emergent weed control materials for turf areas are extra, application labor is included.
- e) Turf height shall be maintained as appropriate for climate and seasonal conditions.
- f) WLMP will not be responsible for turf damage caused by rabbits, dog urine, water restrictions, gophers, or poor irrigation design.

4. TREE AND SHRUB MAINTENANCE

- a) Trimming of all shrub beds to produce a neat and healthy appearance on a scheduled basis.
- b) Tree and shrub trimming will be performed as needed on trees and shrubs that are less than twelve (12) feet in total height. Trees and shrubs over twelve (12) feet in total height will be considered an extra and are not a part of this agreement.
- c) Trees and shrubs shall be trimmed up to allow for unobstructed movement by pedestrians and vehicles as needed to maintain a neat appearance and promote healthy growth.
- d) Tree ties shall be inspected regularly. Any girdling or embedded tree ties shall be removed. Additional staking and guying of trees shall be an extra, upon the approval by the Owner.
- e) Fertilize small, shallow rooted shrub areas 2 times per year, during the growing season. Fertilizer type will be based on seasonal conditions and plant type. Fertilizer is included. Supplemental soil amendments, minerals etc, will be extra and only applied upon approval of the owner, and if necessary for optimum plant health. Shrubs with drip system irrigation will be fertilized with liquid fertilizer and will be an extra charge.

5. GROUND COVER MAINTENANCE

- a) Trimming, edging and weeding ground cover areas on a scheduled base to maintain a neat appearance and promote healthy growth.
- b) Fertilize all ground cover areas 2 times per year, during the growing season. Fertilizer type will be based on seasonal conditions and plant type. Fertilizer is included. Supplemental soil amendments, minerals etc, will be extra and only applied upon approval of the owner and if necessary for optimum plant health. Ground cover with drip system irrigation will be fertilized with liquid fertilizer and will be an extra charge.
- c) Slope fertilizer (if applicable) will be applied on an as needed basis. WLMP will be reimbursed for fertilizer materials, at our cost, for slope fertilizer materials. Labor is included.

6. INTEGRATED PEST MANAGEMENT

- a) WLMP agrees to treat all shrubs, trees under 12 feet in total height and other plants and planting areas with the proper amounts of commercially acceptable materials to control minor pest infestations. Labor and materials for minor pest control is included in this contract. Spraying of trees and shrubs over 12 feet in total height is not included in this contract. New strains/unknown pest and disease infestations are not included, unless there is a known remedy from the University of California Statewide Integrated Pest Management program.
- b) Snail bait materials will be billed at WLMP's cost, labor is included. Gophers, rabbits, and other vertebrae pest control is not included in this contract.

7. EXTRA WORK

- a) WLMP shall furnish the Owner with a written estimate for any work to be performed that is not included in this contract. WLMP will not proceed until written authorization has been received from the Owner. Any product or service not otherwise specified in this contract, shall be negotiated between WLMP and Owner at the price set forth in the proposal, and agreed upon between both parties.
 - b) All extra work, except where noted in the proposal, shall be completed at \$38.00 per man-hour.
 - c) Irrigation technician shall be billed at \$68.00 per hour, or as posted on the proposal.
8. Extra work and irrigation labor rates may change over time without official notice. All prices will be outlined on all proposals for the Owner to review before approval.

9. CONDITION OF PROPERTY

This Contract is based upon the initial site conditions at time of bid, consisting of regularly scheduled maintenance.

10. STANDARD PLANT MATERIAL RATES*

These prices are for **STANDARD** plant material only and include the installation labor, one year or the entirety of our maintenance contract replacement warranty, starter fertilizer and amendments. Color has a 30-day warranty. Prices for California Natives, Hybrids and new plant varieties will be higher.

24" Boxed tree	\$410.00
15 gallon tree	\$185.00
15 gallon shrub	\$145.00
5 gallon shrub	\$38.00
1 gallon shrub	\$21.00
Flat of ground cover	\$35.00
Flat of color	\$45.00
One yard of mulch installed	\$90.00

*The above prices include plant material, installation labor and starter fertilizer

12. EXHIBIT "B"

LEFT BLANK INTENTIONALLY

WESTERN LANDSCAPE MAINTENANCE PLUS, INC.,
216 E. Aviation Rd, Fallbrook, CA 92028
martyd@westernlandscapemaintenance.com 888-829-8333



Presents

Your Unique
Landscape Management Proposal
for

FIRST LA COSTA HOA



Estrella del Mar
Carlsbad, CA 92009

January 7th, 2022


OUR FUTURE IS GROWING


Dear Ms. Mandi Hessler and First La Costa HOA Board of Directors:


We appreciate your time in considering our proposal. We recognize that this is an important decision for you and we take this responsibility very seriously. We are here to partner with you in this decision and look forward to earning your trust and loyalty.

When you partner with us, we will make your residential HOA community look better and make your lives easier.

We will do this by:

 **Being proactive with issues and ideas** | You mentioned the importance of partnering with a landscape company that was proactive in bringing you ideas and identifying issues. It's not the job of the HOA Manager or Board to be proactive when it comes to the landscaping. With LandscapesUSA, you can trust that your experienced Account Manager will identify any problems within your landscaping, come up with ways to improve the look of the community, and present strategies for saving you money.

 **Finding continuous cost savings** | There's more to a landscaping than just basic monthly maintenance. LandscapesUSA Account Managers are adept at finding ways to save you money—whether its through irrigation retrofitting, rebates or switching to a WaterWise plant palette. We act as a trusted partner that can devise ways to improve the look of your property while strategizing ways to cut costs. We can also work with you to create a long-term landscape budget to help you achieve your overall financial goals.

 **Following up and following through** | Our team will do what they say they will, when they say they will. You won't have to double check that requests are being fulfilled, because we'll get it done the first time, every time. Your Account Manager will communicate when items are completed, and if any issues need to be resolved. This will save you time and worry, so that you can relax and enjoy the lush landscaping of your community.

Thank you for considering our company. We look forward to earning your business!

If you have any questions, please contact me at (858) 386-9820.



Sincerely,

Vanessa Emmerly

Vanessa Emmerly | vemmerly@landscapesusa.com

Business Development Manager

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ABOUT LANDSCAPESUSA

Founded in 1998, LandscapesUSA is now the largest pure landscape maintenance company that is owner-operated without the influence of outside capital such as private equity, hedge funds, or public stock. **Because we don't answer to investors or stockholders, we can always act in the best interest of our clients.** When you work with us, you will get unparalleled landscape care and personalized service from our local, experienced San Diego team.



OUR SERVICES



Landscape Maintenance | Pruning and Trimming | Seasonal Color | Fire Hazard Abatement | Fertilization | Pest Management | Slope Management | Tree Pruning



Turf Management | Mowing | Edging | Trimming | Fertilization | Aeration | Overseeding | Weed Removal



Irrigation Management | Irrigation Auditing | Irrigation Conversion, Upgrades and Repairs | Irrigation Rebates | Water Savings | Backflow Repair and Certification



Landscape Design | Design Renderings | Turf Conversion and Rebates | Drought Tolerant Landscaping | Xeriscaping | California Native Plant Design



Landscape Installation | Soil Preparation | Mulch | Flower, Shrub and Tree Plantings | Plant Warranty | Sod Installation | Pavers | Low Voltage Lighting | Retaining Walls

COMPANY FACTS

Year Founded: 1998

San Diego Team
Members: 85

Association Involvement:
NALP, CLCA, CAI, BOMA

Office Locations: 12

Headquarters: Austin, TX

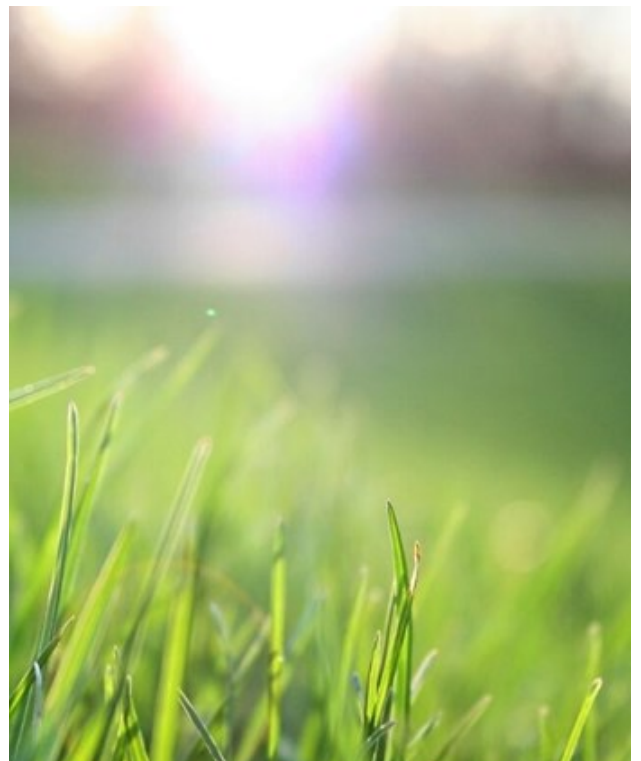
OUR FUTURE IS GROWING

MAINTENANCE

Since your landscape is an extension of your organization, LandscapesUSA wants to help you make the best impression. We provide the same high-quality landscape maintenance service to all of our clients, from the local restaurant, to the large corporate campus and every property in-between.

Each week, you can expect the following from your experienced LUSA account manager:

- Provide you with consistent attention to the details of your landscape.
- Inspect your landscape for any issues that need to be addressed.
- Ask for your input to help take care of your property's needs.
- Educate you on what, why, and how we will provide expert landscape care.
- Give you professional and knowledgeable advice.
- Stand ready to handle any issue with a proactive phone call, email or text.
- Consistently look for ways to improve your property while making you look good.



IRRIGATION

Your irrigation system is the intranet of a beautiful landscape. It delivers the proper amount of water, to the appropriate location, at the best time and at a low cost. Obviously, this is not a simple task. At LandscapesUSA we have the experts to analyze, adjust and manage your irrigation system. This provides you with a well-nourished landscape.

Our goal is to sustain our environment through practices that promote the efficient use and conservation of water, all while saving your money.

We provide expert irrigation assistance in these areas:

- System Recommendations
- Irrigation Rebates and Turf Conversions
- Maintenance
- Healthy Plants
- Lowering Your Water Bill
- Renovation
- Irrigation Education
- Environmental Sustainability
- Water Conservation Tips
- State of the Art Irrigation Equipment



FLORAL CARE

Floral design and care are an integral part of any beautiful landscape. Designing, installing and caring for floral color requires knowledge, skills and some old fashion tender loving care. You will find the professionals at LandscapesUSA well-versed in floral care, with an eye for excellence, quality and value. If you are in need of seasonal plantings, perennial color or an annual planting plan, give us a call.

Increasing Curb Appeal:

- Design
- Installation
- Caring
- Consultation



ARBOR CARE

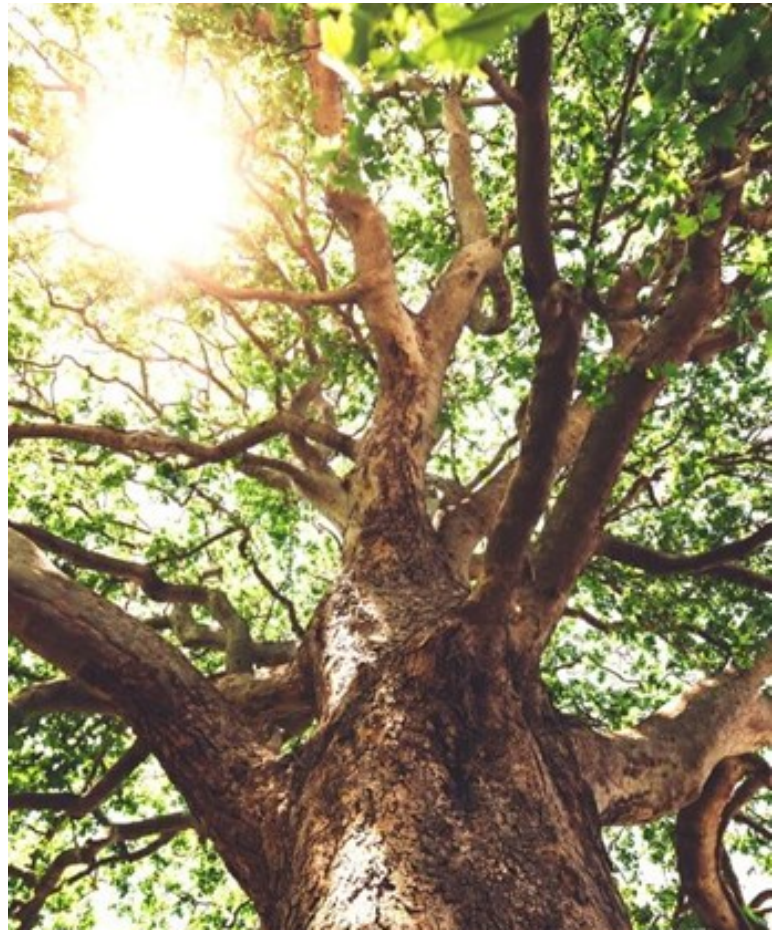
Trees are the most expensive plant material on your property. And when properly cared for, they create the most dramatic visual enhancements, save energy, enhance property appearance and increase value. Well-maintained trees— unlike buildings on your property — will actually appreciate in time. It's important that trees receive expert care and maintenance, and that small problems are caught early before they become bigger ones.

Beautiful Trees Require:

- Fertilization
- Consistency
- Expert Pruning
- Proper Plant Health Care
- Integrated Pest Management

Our team members are:

- Well versed in arboriculture
- Respectful of your investment
- Experts in proper fertilization
- Aiming to improve the value of your trees over time



RENOVATION

Many of our clients want our trained professionals to dig a little deeper into their landscaping. LandscapesUSA employs enhancement managers who possess the experience, passion and credentials to visualize, design, budget and install any property improvements and renovations — both simple and complex.

One of the best plant warranties in the industry.

We pride ourselves on having one of the most comprehensive plant warranties of any other company.

LandscapesUSA will warranty any plant we install for the life of the maintenance contract.

We trust that our team has the knowledge and training to expertly care for your landscaping even after we're done installing it. We stand by this so much so that we will replace any dead plant we installed free of charge as long as we are responsible for maintaining it.

Long Term Partnership and Planning

We can assist our clients with long-range planning and budgeting to identify and address future issues that impact their landscape care. Water-wise landscape irrigation system designs, provided by our IA Certified Irrigation Designers, and efficient watering practices can translate into dramatic savings over time.



MEET THE TEAM

AMAEL VIZUET | Account Manager

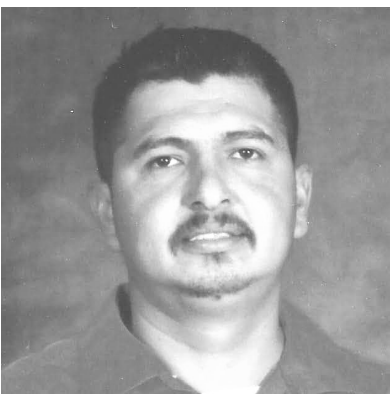


Amael was born in Morelos, Mexico, just south of Mexico City. He got his start in landscaping in 2004 when he began working at Valley Crest. It was here that he discovered his love for horticulture and the outdoors. Amael enjoys the challenge of working in landscaping. He constantly pushes himself to learn more about the plants he cares for and what makes them thrive. Amael is certified in irrigation management for both recycled and potable water.

Amael likes working at LandscapesUSA because of the people. He says he has a smart, solid team that continues to help him grow in his career.

When not at work, Amael likes spending time with his wife, two daughters and young son. They are an active family and enjoy the outdoors where they often go hiking, mountain biking and to the beach.

FERNANDO ROJAS | Production Supervisor



Fernando has over 10 years of experience working in the landscape industry. He has continued to improve his knowledge throughout this time by earning his Recycled Water Site Supervisor (RWSS) Certification. He enjoys landscaping because it allows him to be outside.

Fernando has three children: two daughters and one son. He enjoys spending time hiking with his family on the weekends and watching movies on Friday nights. He also likes going to the beach during the summer.

Fernando is a movie buff. His favorites are Transformers and The Avengers. But you won't catch him watching Anaconda, because he has a very big fear of snakes!

MEET THE TEAM

STACEY STURNOT | Executive Operations Manager



Stacey has over 25 years of experience in the Green Industry and a degree in Landscape Horticulture- Design/Construction. She began her career as a mow-crew member and a nursery grower in Milwaukee, Wisconsin. Stacey has served for over nine years on the Board for San Diego Chapter California Landscape Contractors Association, including President for two years. Stacey holds multiple landscape and irrigation certifications including Landscape Industry Certified Manager and a Qualified Applicators License.

Stacey lives in Vista with her two sons, ages 16 and 7. She is a self-proclaimed "plant-nerd" that loves wine-tasting, running, and yoga, and as a certified yoga instructor, Stacey teaches in her spare time.

JERRY A. DEJOURNETT, ASLA | Vice President West Coast



Jerry has a passion for and has thoroughly enjoyed being in the landscape maintenance and construction management industry for over 26 years. He is a member of the American Society of Landscape Architects, a licensed Landscape Architect and Landscape Contractor and is a Certified Rainbird Maxicom Technician Programmer.

Jerry started his landscaping career as a Landscape Architect in 1993. Since then he has held a variety of positions including Region Manager & Division Sales Manager for four years at TruGreen Landcare, Northwest Acquisition Leader & San Diego Region Manager for three years at ValleyCrest Landscape Maintenance, and Director of Maintenance

Jerry has a nineteen-year-old son who is going to post graduate school in Boise, Idaho. Jerry is an avid outdoor sports enthusiast who loves to hike, fish, golf, mountain bike, and ski.

MEET THE TEAM

VANESSA EMMERY | Business Development Manager



Vanessa comes to LUSA from the commercial property management industry, where she worked with Cushman & Wakefield, CBRE and the Irvine Company. Most recently she served as a Service Account Manager with Countywide Mechanical where she became HVAC certified, and also holds an RPA designation. Vanessa is enthusiastically involved in BOMA and CAI. In BOMA, she was the Chair for the Programs & Seminars committee and was awarded Chairperson of the Year.

Vanessa is from Nogales, a small town on the southern border of Arizona. She enjoys meeting new people through her work with LUSA and helping her clients create beautiful landscapes. She is married and has a 10-year-old boy named Julian. In her free time, Vanessa enjoys cycling, spending time with friends and family, and traveling.

AFTER-HOURS EMERGENCY LINE | Before 7am and After 3:30pm



(858) 625-0855

Your call will be picked up by our answering service and immediately routed to the Account Manager on call.

CERTIFICATIONS & LICENSES

SPECIALIZED LICENSES & CERTIFICATIONS

- California C-27 (Landscape Contractor) License
- California Pest Control Advisor's License (PCA)
- California Pest Control Applicator's License (QAL)
- NALP Certified Manager
- NALP Certified Landscape Maintenance Technician
- Landscape Architect

IRRIGATION MANAGEMENT

- QWEL Certified for water audits
- Reclaimed Water Certified Site Supervisor
- Backflow Installer
- Electric and hydraulic training courses at Cal Poly Pomona
- Centrally controlled and ET based irrigation systems
- NALP Certified Irrigation Technicians (CIT)
- MWELO Certified Water Auditors

IRRIGATION SYSTEMS EXPERTISE



OUR FUTURE IS GROWING

COMMUNICATION PROTOCOL

Stay informed with property photos and walk notes immediately following site walks.

All LUSA Operations Managers, Account Managers and Field Supervisors have an app on their phones that is incredibly helpful with documenting site walks.

This app allows our team to take photos and notes during site walks, and then send them to you in an easy-to-read PDF immediately following the walk. These notes are a thorough summary of the meeting and status of your property, and serve as a record of all issues or improvements discussed at that time. You will stay in-the-know on your properties—even if you weren't able to attend.



Issue 1

Assigned To LUSA

Adjust fountains as high as possible. If there is any feedback from city, please have them contact client so they can have a conversation regarding the auto shutoff



Issue 2

Assigned To Crew

Treat turf area on south side of property for crab grass



Issue 3

Assigned To Crew

Spray for mealy bug in Pyracantha at fountain area



Issue 4

Assigned To Crew

Treat weeds in planter beds with post emergent



HORTICULTURAL RECOMMENDATIONS

PROBLEM

Weeds and dead plants throughout planter beds.

PROPOSED SOLUTION

Weeds and dead plant material look unsightly and make the community look poorly maintained. Will first determine why plants are struggling (irrigation issues, foot traffic, etc.) and make recommendations to improve overall plant health.



PROBLEM

Exposed irrigation lines.

PROPOSED SOLUTION

Exposed irrigation lines in planter beds are susceptible to damage from foot traffic and extended exposure to sunlight. LandscapesUSA will recommend adding mulch to areas to cover exposed lines and to improve aesthetics. Adding more mulch will also reduce weeds and slow water evaporation.



PROBLEM

Bare, dirt areas in high-visibility planter beds.

PROPOSED SOLUTION

The lack of plant material on high-visible areas affects the aesthetics of the community. Will first ensure irrigation efficiency, and then discuss options to add more plants and/or mulch to help improve the look of the area.



OUR FUTURE IS GROWING

LANDSCAPE MAINTENANCE SERVICES

SCOPE OF WORK

Turf

Mowing: Turf will be mowed on a weekly basis during the growing season (March – October) and as needed in the offseason (November – February), and as weather allows.

Weed Control: Turf will be inspected for presence of weeds during weekly services, and weeds will be treated accordingly. Pre-emergent herbicides will be applied as needed to limit weed growth.

Edging: Turf adjacent to walks, curbs, hardscapes, mow curbs, shrub areas and buildings will be edged/trimmed at time of weekly services being performed.

Clipping Disposal: Turf clippings will be swept or blown off walks and roadways. In cases where mulching mowers are not allowed, all collected clippings will be disposed of off-site in an approved site on the same day mowing takes place.

Fertilization: Turf will be fertilized as needed to maintain health and color

Soil Testing: Soil samples for testing (turf, color beds, shrub beds and slopes) will be collected as needed to correct nutrient deficiencies. Tests for bacterial or fungal diseases, application of special fertilizers and soil balancers required as a result of testing will be proposed to owner and applied as an extra service.

Shrub & Ground Cover Areas

Trimming & Pruning: Shrubs, vines and ground cover will be trimmed as needed to keep a natural appearance through proper horticultural practices at correct times of year. Contractor will clean, rake or blow out all shrubs and remove plant and trash debris during regular maintenance service schedule.

Pest Control: Plant material in landscaped areas will be checked regularly for insects and fungus, and treatments will be treated as needed. Treatments for any major or non-routine infestations or organic material applications will be proposed and charged as extra with prior written approval from owner.

Edging: Ground cover will be edged to keep within bounds and away from obstacles; trimmed back from all controller units, valve boxes, and miscellaneous above ground fixtures.

LANDSCAPE MAINTENANCE SERVICES

Fertilization

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material. Special fertilizers and or balancers as a result of testing will be proposed as an additional cost or extra.

Weed Control: Ground cover will be inspected regularly for weed growth. Weeds will be removed using a combination of manual and chemical control. Cultivation of ground cover areas will be only as necessary to remove weeds to prevent root damage to ground cover.

Trees

Pruning: Height limitation for tree pruning covered in the specification is up to 12'. On trees above 12' in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12' are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12' shall be thinned out and shaped only if necessary, to minimize wind and storm damage.

Staking: Stakes are to be inspected and adjusted or removed as per health and vigor of the tree. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

Color Beds

Maintenance: Annual color beds will always be maintained throughout the contract period. Beds will be cleaned of weeds, deadheaded, and debris.

Fertilization: Color beds will be installed with slow-release fertilizer or as needed.

Pest Control: Color beds in landscaped areas will be checked regularly for insects and fungus, and treatments will be applied as needed.

Color Changes: Seasonal color changes will be performed as needed with written approval from owner and charged at an additional service.

Slopes

Maintenance: Maintain slopes so they are reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible, and if necessary. Avoid soil cultivation to maintain pre-emergent herbicide effectiveness and root health.

Edging: Edge to keep plant material within bounds and away from obstacles.



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LANDSCAPE MAINTENANCE SERVICES

Irrigation System

Upon start of contract, the irrigation system will be tested and evaluated. Any deficiencies upon initial inspection will be brought to the Owner's attention, along with recommendations for repair or upgrades will be provided in writing for approval by Owner.

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period. Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

Scheduled Maintenance Walks/Reviews

Scheduled monthly walks of the premises with a LandscapesUSA Representative and the Owner's Representative will be held to inspect all work done by LandscapesUSA. Reports required by the Owner will be provided as needed.

Debris Clean Up: All landscape areas shall be inspected on days of service and excess landscape debris removed. Landscape debris, generated from our work, shall be removed from areas adjacent to landscaped areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

Parking Lots: Landscape areas adjacent to parking areas, will be cleaned and policed for trash during regular scheduled maintenance. Sweeping/blowing of all parking spaces, drive lanes, streets and other road or asphalt areas are not included in contract.

LANDSCAPE SERVICES CALENDAR

FULL SERVICE MAINTENANCE PROGRAM

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
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MANAGEMENT

Weekly Management Contact	4	4	5	4	5	4	5	4	4	5	4	4	52
Account Manager Inspection	4	4	5	4	5	4	5	4	4	5	4	4	52
Monthly Walks with AM	1	1	1	1	1	1	1	1	1	1	1	1	12
Annual Budget Review								1					1
Quarterly Meeting*	Quarterly (starting 30 days after signing agreement)											4	

*with regional manager / senior property manager / asset manager / board / owner

TURF

Mow, Edge, Trim	2	3	4	4	5	4	5	4	4	5	2	2	44
Pre-Emergent Treatment				1									1
Fertilization			1			1				1		1	4
Post-Emergent Treatment	2	2	2	2	2	1	1	1	1	2	2	2	20
Visual Pest Inspection	2	3	4	4	5	4	5	4	4	5	2	2	44

SLOPES

Non-Native Plant Removal		1			1			1			1		4
V-Ditch Clearing	1	1	1	1	1	1	1	1	1	1	1	1	12

GROUND COVER

Prune and Trim	2	2	4	4	5	4	5	4	4	4	2	2	42
Pre-Emergent Treatment		1											1
Post-Emergent Treatment	2	2	4	4	5	4	5	4	4	4	2	2	42
Fertilizer Application			1						1				2
Curb Edging	1	1	1	1	1	1	1	1	1	1	1	1	12

SHRUBS/BEDS

Trimming of Shrubs	2	2	4	4	5	4	5	4	4	4	2	2	42
Bed Cleaning (weeds)	2	2	4	4	5	4	5	4	4	4	2	2	42
Ornamental Grass Management				1						1			2
Fertilization of shrub beds			1										1
Pre-Emergent Treatment			1										1
Post-Emergent Treatment	2	2	4	4	5	4	5	4	4	4	2	2	42
Pest Inspection & Standard Treatment	2	2	4	4	5	4	5	4	4	4	2	2	42

TREES

Limb Up to 12'	1	1	1	1	1	1	1	1	1	1	1	1	12
Tree Well Weed Control	2	2	4	4	5	4	5	4	4	4	2	2	42
Fertilizer Application			1										1
Pest Inspection	2	2	4	4	5	4	5	4	4	4	2	2	42

LANDSCAPE SERVICES CALENDAR

IRRIGATION

Complete Irrigation Inspection		1	1	1	1	1	1	1	1	1	1	1	1	1	12
Visual Inspection		2	3	4	4	5	4	5	4	4	5	2	2	2	44
Controller Inspection		1	1	1	1	1	1	1	1	1	1	1	1	1	12

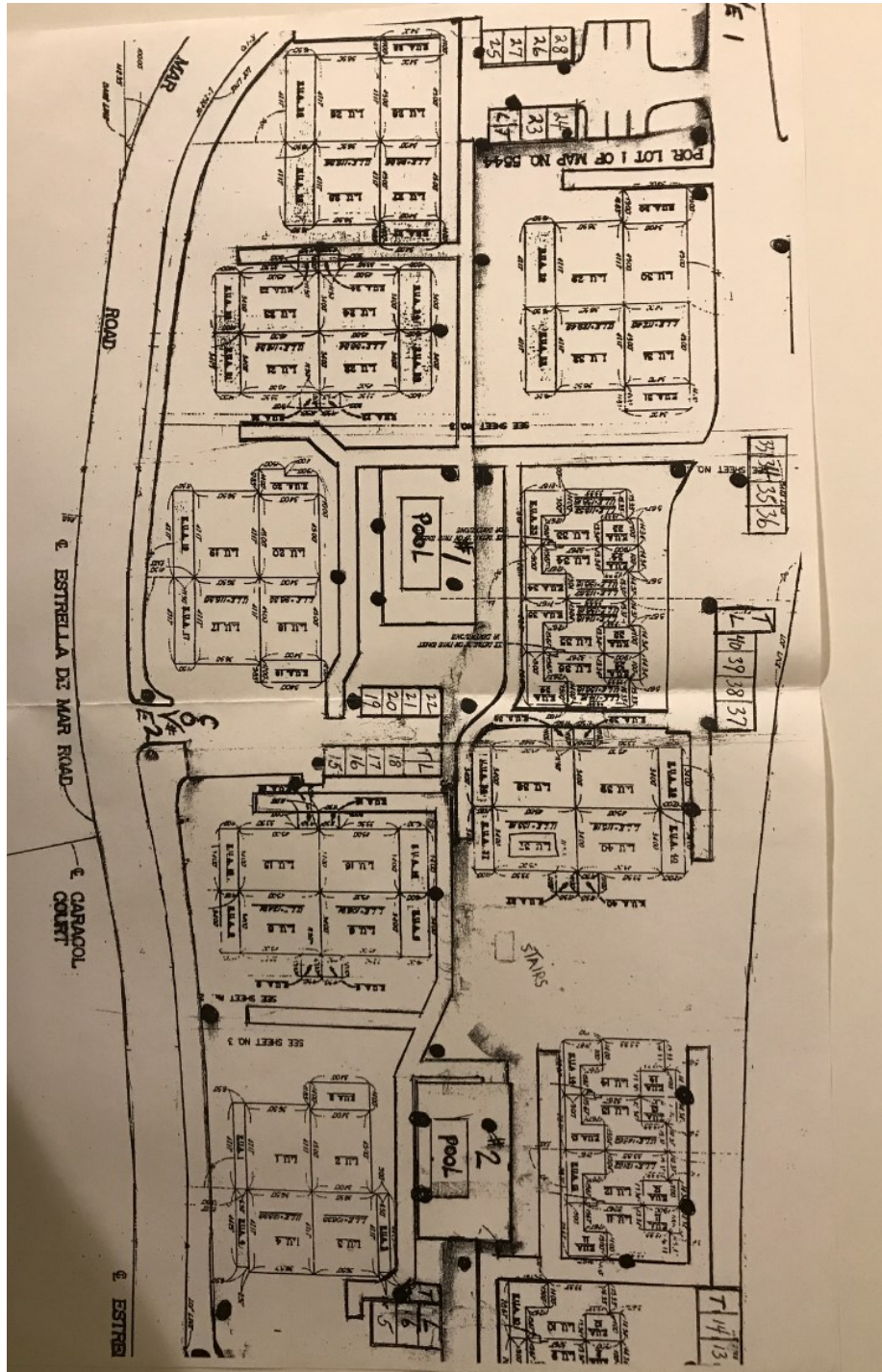
ADDITIONAL SERVICES - Outside Base Maintenance Services

(additional pricing upon request)

Irrigation Repairs															
Changing Doggie Stations															
Trash Pick Up in Parking Lots															
Blowing/Sweeping Parking Lots															
Blowing of dumpster areas															
Aeration															
Tree Work > 12'															
Plant Replacement															
Seasonal Color Installation															
Mulch															
Fire Abatement Plant Removal															
Major Pest Control															
Fertilizer															
Top Dress & Overseed															

This frequency calendar is representative of the number of visits and scope of services provided. It is not intended to be a schedule commitment, which will vary depending on weather and other conditions. Some services may require additional billing.

SITE MAP



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REFERENCES



CANYON CLUB

420 Activity Way, Oceanside, CA 92058

Available Upon Request



MANZANITA COVE

688 Manzanita Lane, Encinitas, CA

Available Upon Request



OCEANA II HOA

3800 Rosemary Way, Oceanside, CA


Available Upon Request

LANDSCAPE MAINTENANCE FEES

FIRST LA COSTA HOA

STANDARD LANDSCAPE SERVICES PER ATTACHED SCHEDULE:

- \$2,960.00 / monthly
- \$35,520.00 / annually

 All plant material installed by Landscapes USA will be under warranty for (90) days post-install, or life of maintenance contract, while under maintenance contract with Landscapes USA installation.

ONE-TIME LANDSCAPE CLEANUP

• \$3,474.70 / Cleanup of deferred maintenance includes:

- Weed removal– hand pulling, spraying and pre-emergent
- Trash removal
- Trimming– begin natural pruning
- Removal of dead/declining plant material
- Offsite debris hauling and disposal
- Initial mowing

**If not approved, monthly maintenance pricing can vary or if it remains as is, expect from 2-3 months to bring property to maintainable landscape standard and scope of work.*

Thank you for allowing us to propose our landscape management services. We are available to meet with you at any time to further discuss how we may accommodate your needs. If you have any questions, please feel free to call me at (858) 386-9820.

Respectfully,

Vanessa Emmerly

Vanessa Emmerly | vemmerly@landscapesusa.com

Business Development Manager

OUR FUTURE IS GROWING

LANDSCAPE MAINTENANCE CONTRACT

January 7h, 2022

Ms. Mandi Hessler
Mills Management Services, Inc.
1645 South Rancho Santa Fe Road, Suite 208
San Marcos, CA 92078

Landscape Services for: **FIRST LA COSTA HOA**

LUSA SD LP (dba LandscapesUSA) will provide landscape maintenance services to the property referenced above according to the attached schedule and or specifications. Mills Management Services, Inc., will pay LandscapesUSA **\$2,960.00** per month. Monthly invoices will be sent on or before the beginning of each month and payment to LUSA SD LLC will be expected by the 1st of the following month. Past due balances will be charged 1.5% per month. *(If client chooses to pay by credit card, there will be an additional fee charged for credit card payment processing. If the client utilizes an accounts receivable portal, the associated fee to LUSA will need to be disclosed upfront and may result in an increase in the total amount billed to the client.)*

Services can be cancelled by either Mills Management Services, Inc., or LandscapesUSA by giving a thirty-day (30) written notice to the other party.

This contract will be extended yearly upon the same terms and conditions. Unless notified otherwise, either by contractor or property manager, this contract shall be renewed for each subsequent twelve months with a 3% increase each year.

Irrigation Repairs – It is recommended that the contractor be authorized to perform up to **\$300** worth of repairs upon monthly inspection without prior approval of Owner in order to avoid delay, extra travel charges, and extensive water waste.

Client's Initials _____

LANDSCAPE MAINTENANCE CONTRACT

Quarterly Meeting – At LandscapesUSA we value our relationship with the local property manager along with the senior property manager / regional property manager / asset manager / board members / property owner. Because of that relationship, we strive to make our partnership with you a successful one and ensure our management group is meeting your property’s needs. By initialing this Agreement, you (senior property manager / regional property manager / asset manager / board members / property owner) commit to meet and walk the property a minimum of (1) time every quarter. The first of these meetings will take place (30) days after the signing of this Agreement. We thank you for making the commitment to make sure we meet your needs based on clear communication on the property once a quarter.

Client’s Initials _____

Acts of God – As you know, conditions on your property may change from time-to-time due to conditions out of our control. When this happens, additional resources may be needed to maintain your property in the condition for which you have contracted us. If additional resources are required, we will notify you before we initiate the additional work and provide you with the estimated costs accordingly. These events may include but are not limited to weather events causing longer growing seasons, excessive plant growth, leaf cleanup, snow and ice, storm damage and the like.

Client’s Initials _____

By signing below, Mills Management Services, Inc., authorizes LandscapesUSA to begin work according to the attached work schedule and the payment schedule outlined above. Services shall begin **on TBD** and continue until services are cancelled.

Agent for Customer

Date

Stacey Sturnot, Executive Operations Manager

Date



Estimate

Date: 12/16/2021
Estimate #: 4243
Account #: 7943

WATERSEGE LANDSCAPE

5805 Kearny Villa Rd. #C
San Diego, CA 92123
P:858-527-5548 / F:858-527-5517
www.watersedgelandscape.com

Estimate For

First La Costa COA
7095 Estrella De Mar Rd.
Carlsbad, CA 92009

**Your Current monthly service amount will be \$4,000.00
It will include 30 man hours per week for weekly service**

I would like to thank you for the opportunity to present a Landscape service proposal for your landscape needs. We are very proud of our reputation as a comprehensive landscape provider with reliable, responsive service, and excellent customer relationships. We operate with a proactive approach and will provide solutions to meet your immediate needs, as well as your long term goal of creating a landscape that will add value to your property.

We offer a variety of different programs, currently we have created this initial service proposal to meet your needs.

Current Landscape maintenance service will include:

- **Turf areas**-Mowing and edging weekly
- **Shrub areas**-debris clean up, weed removal, trimming and shaping, and spot watering
- **Perennial beds**- debris clean up, weed removal, spot watering and plant maintenance which include deadheading, trimming and inspection of plant health
- **Trash**- all of our green waste will be removed from site at end of each visit, we will not use your onsite trash bins
- **Irrigation** – controller adjustment, head spray adjustments
- **Inspections**-Maintenance supervisor will inspect property once per month and create a punch list for crew to work on and report any issues to owner along with possible improvements or repairs
- **Rain Days**- We don't deduct or discount any rain days. In the event it rains during your service day we will not service your home on that week, we will spend extra time the following week to keep up with your garden.
- **Holidays**-We recognize the following holidays: New Years Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day.

Items not included but will be done as extra:

- **All fertilizer applications will be done during service but material cost will be extra and added to that months invoice**
 - Turf will be fertilized 4-5 times per year
 - Planter beds will be fertilized 3-4 times per year
 - Roses will be fertilized 5 times per year
 - Fruit trees will be fertilized 3 times per year
 - Palms will be fertilized 3 times per year
- **Irrigation Inspections/ Repairs by irrigation tech (not service crew)**
 - Any irrigation repairs will be extra
 - We normally like to schedule tech for a minimum of 2 hours per month to inspect irrigation and make minor repairs then he will find other issues that might need your approval for large time consuming repairs or improvements. These repairs will not be done with out your approval, we will send in and estimated cost prior to any repairs above \$200 in one visit.
 - Irrigation tech time will be billed out at \$65/ hour
 - Emergency calls will be billed out at \$95/hour for the first hour plus \$65/hour after that

Other service we offer and specialties:

- Backflow testing and repair
- Landscape Lighting inspection and repair
- Landscape pest control programs
- Turf aerification and renovation
- Landscape enhancement and improvements
- Smart irrigation controller installation and management
- Certified arborist and tree trimming

- Mulching and compost applications
- Brush cleaning and fire breaks
- Vegetable Garden services

Certifications and Licenses:

- California Contractors License #900975
- Qualified Applicator's License #115657
- Pest Control Business License #37077
- Certified Backflow License #05-01031
- Certified Landscape Technicians
- ISA Arborist on Staff #WE-11741A
- California Landscape Contractors Association

Billing and payment: Invoice will be emailed to you on the 10th of each month on the month of service and will be due by the end of that month or within 15 days. Payment can be done by check, credit card or direct payment. Check, credit card or auto payment true mail or our client portal. 2.5% fee will be added to all credit card transactions.

Terms: Service contract will be on a month to month basis, either party can terminate service with a 30 day notice. The signed representative hereby authorizes Watersedge Landscape Inc., to proceed and complete the scope of service as described above. A service charge of 1.5 % per month will be added to all balances not paid within (30) days of invoice date. This represents an annual rate of 18%. In addition to all service charges there shall also be a paid the reasonable cost of collection including attorney fees and court cost. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Please sign below and return to us. By signing you agree to all the terms and conditions set forth in this estimate document.

Signature:

□ Date: _____