

**NEPENTHE ASSOCIATION  
BOARD OF DIRECTORS MEETING**

**December 2, 2015, 5:30 PM**

Nepenthe Clubhouse | 1131 Commons Drive | Sacramento, CA 95825

**WELCOME**

Thank you for attending. This is a business meeting, open to members of the Nepenthe Association and guests of the Board. The primary purpose of the meeting is to ensure that the Association is meeting its responsibility to maintain the property and to serve homeowners.

Members may comment or ask questions about any agenda item during the two homeowner forums (Items V and IX). Please address all comments or questions to the chair. The Board will be unable to accept comments or questions from the floor during its deliberations.

Two three-ring binders with supporting documentation for agenda items are available in the room for homeowner use. Please share them. The packets are always available in the office at least four days prior to Board meetings.

Please silence all electronic devices. These proceedings may be recorded to assist with the preparation of minutes. The Board appreciates your cooperation.

**OPEN SESSION AGENDA**

**I. CALL TO ORDER**

<b>Present</b>	<b>Arrival</b>	<b>Board Member</b>	<b>Positon</b>	<b>Departure</b>
		Ivan Gennis	President	
		Steve Huffman	Vice President	
		Marcia Britton-Gray	Secretary	
		Will Vizzard	Treasurer	
		Pamela Zanze	Member at Large	

**II. ANNOUNCEMENTS**

- a. **Executive Session Disclosure:** In accordance with Civil Code Section 4935(a), the Board met in Executive Session on December 2, 2015 in order to consider matters relating to personnel, member discipline and the formation of third-party contracts.
- b. **General Announcements from the Board**

**III. COMMITTEE REPORTS**

- a. **Architectural Review Committee**..... **Pages 5-6**
- b. **Finance Committee**
- c. **Grounds Committee**

- d. Insurance, Legal and Safety Committee
- e. Outreach Committee ..... Pages 7-8
- f. Social Committee

**IV. MANAGEMENT REPORTS**

- a. Operations Report ..... Pages 9-10
- b. Master Calendar Report ..... Pages 11-12

**V. HOMEOWNER FORUM**

In accordance with California Civil Code Section 4920(a), the Association must post or distribute the agenda for Regular Session Meetings no fewer than four (4) days prior to a Regular Session Meeting. During Homeowner Forum, items not included on the agenda that are raised by homeowners may be briefly responded to by the Board and/or Management; however, no action may occur with respect to that item unless it is deemed an emergency by the Board of Directors and developed after the agenda was posted and/or distributed. The Board of Directors may refer informational matters and direct administrative tasks to Management and/or contractors. Each homeowner will be given three (3) to five (5) minutes to speak in accordance with the Open Meeting Act, California Civil Code 4925(b), or a total of twenty (20) minutes will be granted for all to address the Board of Directors regarding items of interest or concern.

- VI. CONSENT CALENDAR** In an effort to expedite the Board meetings, Management has placed several business items on a Consent Calendar. Please review the items prior to the meeting so that you may have your questions answered in advance. Action required: Board Resolution.  
**Proposed Resolution: The Board approves Consent Calendar items A to G as presented.**

*Begin Consent Calendar*

- a. **Approval of Minutes: November 4, 2015 Open Session ..... Pages 13-18**  
 Proposed Resolution: The Open Session minutes dated November 4, 2015 are approved as presented.
  
- b. **Financial Statement: October 2015 ..... Separate Packet**  
 Proposed Resolution: The Board accepts the October 2015 interim financial reports and bank reconciliations as presented, subject to annual review. The report reflects a positive year-to-date variance of \$67,548.97 and year-to-date reserve funding of \$791,613 compared to the reserve funding budget of \$1,577,280. The reserves are funded through October 2015. The Association has \$639,477 in operating funds, which represents 2.1 months of budgeted expenses and reserve contributions. The Association has \$4,823,050 in reserve funds.
  
- c. **Lien Resolution: ..... Page 19**  
 Per the enclosed Resolution dated November 17, 2015, Management is requesting authorization to place liens on the following accounts should the delinquent assessments not be paid within the time period established in the Intent-to-Lien letter.

Account Number	Past Due Amount
2484-02	\$1,310.00

**d. Application for Committee Membership**

Proposed Resolution: The Board appoints Nancy Arndorfer, a member in good standing, to serve on the Insurance, Legal and Safety Committee. Her application has been received and reviewed by management and she has agreed to abide by the Conflict of Interest Policy.

**e. Application for Committee Membership**

Proposed Resolution: The Board appoints John Baker, a member in good standing, to serve on the Finance Committee. His application has been received and reviewed by management and he has agreed to abide by the Conflict of Interest Policy.

**f. Appoint Chair of Finance Committee**

Proposed Resolution: The Board appoints Ken Butler, current member of the Finance Committee, as Chair of the Finance Committee.

**g. Architectural Applications ..... Pages 20-23**

The Architectural Review Committee met on November 15, 2015 to review the enclosed applications. The committee recommends approval of these applications.

Proposed Resolution: The Board approves the applications as recommended by the committee.

<i>Address</i>	<i>Application for</i>
1521 University	Air Conditioner/Heat Pump
1 Adelphi	Air Conditioner/Heat Pump
1219 Vanderbilt	Air Conditioner/Heat Pump
1323 Vanderbilt	Window Replacement

<i>End Consent Calendar</i>
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**VII. UNFINISHED BUSINESS-**

**a. Amendment to Standards and Practices for Walkways, Driveways and Sidewalks**

..... **Pages 24-28**

The current standard calls for pattern strips to contrast with walkway panels for better visibility under low light conditions. This standard reflects the opinion that the contrasting strips provide more safety for the community. Some members object to this choice based on aesthetic concerns and worry that the contrasting strips may affect property values. Action item: possible Board resolution.

**Proposed Resolution:** The Board hereby changes the Standard and Practices for Walkways to include the addition of lampblack so that the pattern joints match the adjacent walkway panels.

**VIII. NEW BUSINESS**

**a. Tree Removal Proposals ..... Pages 29-35**

Management has obtained two bids for the removal of ten trees throughout the community. These trees were noted during recent landscape walks as potentially hazardous or in declining health. The arborist was consulted and recommended removal. The tree were posted for removal more than thirty days ago. Only one comment has been received to date concerning this proposed removal which is included in the Board packet. Please also see the enclosed map showing the locations of these trees.

**Action Required:** Board Resolution

**Proposed resolution:** The Board approves the proposal from \_\_\_\_\_ in the amount of \$\_\_\_\_\_ to be paid from the reserve allocation for tree removals which has a remaining 2015 allocation of \$50,000 +/-.

**IX. HOMEOWNER FORUM**

In accordance with California Civil Code Section 4920(a), the Association must post or distribute the agenda for Regular Session Meetings no fewer than four (4) days prior to a Regular Session Meeting. During Homeowner Forum, items not included on the agenda that are raised by homeowners may be briefly responded to by the Board and/or Management; however, no action may occur with respect to that item unless it is deemed an emergency by the Board of Directors and developed after the agenda was posted and/or distributed. The Board of Directors may refer informational matters and direct administrative tasks to Management and/or contractors. Each homeowner will be given three (3) to five (5) minutes to speak in accordance with the Open Meeting Act, California Civil Code 4925(b), or a total of twenty (20) minutes will be granted for all to address the Board of Directors regarding items of interest or concern.

**X. NEXT MEETING:** Wednesday, January 6, 2015 at 5:30 pm in the Nepenthe clubhouse

**XI. ADJOURN**

**NEPENTHE ARCHITECTURAL COMMITTEE MINUTES**  
**Sunday, November 15, 2015 at 10:30 am in Clubhouse**

**Members present:** Kenneth Luttrell, Chair; David Thomas, Alan Watters.

**Present:** Steve Huffman - Board liaison; Jan Summers; Beverly Collard

**A.** Welcome and Opening Remarks.

**B.1. Homeowner requests not voted on:** none.

**B.2. Homeowner Requests Recommended to be Approved.** (With conditions if so noted.)

1. **1219 Vanderbilt Way** – Beverly Collard – Replacement of HVAC system with an American Standard 3-ton 5 SEER split-system heat pump in this 2000 model: The outdoor condenser unit will be in the same location.  
**Approved with Conditions:** “Approval [is] recommended contingent on no lines (for fluid or power) added on the exterior of the wall other than a power line up to the existing junction box.”
2. **1323 Vanderbilt Way** – Colin Chiu – Windows replacement in this 4000 model: installation of three windows, using Simonton 7300 Daylight Max vinyl-frame dual-paned series in exterior color bronze. C.E.C.S. contractor is to replace the windows in the living room, master bedroom and kitchen. No change in configuration of any window. **Approval Recommended.**

**B.2.A. Homeowner Requests Already Approved.**

3. **1521 University Avenue** – Jan Summers – Emergency replacement of HVAC system with Lennox split-system heat pump in this 4400 model: The outdoor condenser unit will be in the same location but on a new pad. The refrigerant line set is to be reused. Because the current heating is non-operable, the A.R.C. is granting emergency approval. **Approved with Conditions:** “Emergency approval [is] granted contingent on no lines (for fluid or power) [being added] on the exterior of the wall other than up to the junction box for power.”
4. **1 Adelphi Court** – Perry & Pat Peightal – Emergency replacement of HVAC system with a Trane split-system heat pump in this 1776 model. The condenser unit will be in the same location on the existing pad in the south-west corner of the patio area and is the same size as the existing unit. The existing refrigerant line and power line sets are to be reused.

Because the current heating is non-operable, the A.R.C. is granting emergency approval. **Approved.**

**B.3. Homeowner Requests Not Approved:** None.

**C. Approval of Minutes:** done via email.

**D. Reviewed Non-Compliance Notices from Homeowners.** None.

**F. Old Business:** none.

**G. New Business:** One member reported a possibly unauthorized replacement of HVAC at 1593 University. Discussion and inspection occurred concerning the handrails that the HOA had installed recently on front walkway steps at 1322 Commons. The design does not conform to the one that the ARC drew up and had approved by the Board.

**H. Next meeting.** Saturday, December 12, 2015, 9:00 A.M. in the Clubhouse. The next A.R.C. preparation meeting, if necessary, is scheduled for Monday, December 7, 2015, 5:00 P.M. in the Clubhouse.

Respectfully submitted, Alan Watters, A.R.C. secretary

**OUTREACH COMMITTEE MINUTES**  
**Nepenthe Association**

**1. Meeting date and time**

Wednesday, November 18, 2015, 6:00 pm, Nepenthe Clubhouse

There were no Minutes from the October, 2015 meeting as it was a planning meeting for the Residents' Forum on October 24, 2015, and no minutes were taken.

**2. Attendance**

Members present: Nancy Arndorfer, Gerry Gelfand, Pam Livingston, Bill Olmsted, and Diana Vizzard

Ivan Gennis, board liaison, was absent

Members absent: Joan Barrett and Kathleen Montgomery

Also attending: Linda Cook, chair of Social Committee

**Topics of Discussion**

It was suggested that we should make a check off list, as they use at Campus Commons Clubhouse, to assure that things are organized before Clubhouse use. This list would benefit the management, committees using the clubhouse for events, and renters. Such a list would assure that supplies, such as microphones, are ready when needed and the room is set up as desired.

Gerry talked about getting multiple residents to sign up to be the individual organizers of small events, i.e., the coffees, movie nights, happy hours, etc. This plan would get more people involved in the neighborhood. Gerry will create a signup sheet.

Linda Cook was in attendance to discuss both the Holiday Party and the idea of merging the Outreach Committee and the Social Committee, as their missions often run parallel. She stated that whatever is decided, she will continue to chair the highly successful summer music concerts. She asked for and received volunteers from the committee to help with the set up on the day of the Holiday Party. Otherwise, she has organized everything.

We discussed the possibility of having a forum to invite Eric Guerra, our City Councilman, to discuss area issues, including the new grocery store complex going in at Fair Oaks and Howe. This idea will be pursued after the holidays.

**3. Request for Board**

**NONE**

**4. Request for Information *from* the Board**

**NONE**

**5. Information to the Board:** The Holiday Party will take place on Thursday, December 3, from 5 until 7:30. It will be a lovely affair for Nepenthe residents with wine, appetizers and music from our own Valerie V Vibe. We encourage all Board members to attend.

In future months you will find two proposals from the Outreach Committee in your packets for your consideration. One will be to merge the Outreach and Social Committees and one will be to accept a check off list to be used for organizing clubhouse usage.

**6. Next meeting date and time**

Wednesday, December 16, 6:00 pm, at the Clubhouse

Meeting adjourned at 7:05 PM.



# Nepenthe Association

## Management Report

### 1 COMMUNICATION

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The Nepenthe News was last published on November 6, 2015. The next newsletter will be published on December 4, 2015. Topics to be covered are:

- President's Report
- Manager's Report
- Caring for Nepenthe's Winter Landscape
- El Nino Preparation
- Insurance Coverage – What is covered?

The new website went live in October. The designer has provided log in information and training to management. The calendar on the website is up to date and the designer is completing a list of fixes in order to obtain final payment.

Crystle will be training Kelvin on making updates and adding photos to the Nepenthe Facebook page.

### 2 FACILITIES

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The following are status updates on various facilities projects:

- Phase II Siding and Fencing Repair and Painting is in process. President Gennis has approved 31 change orders since work began in July. All change orders are first inspected and recommended for approval by Facility Coordinator, Roger Work. The total amount of change orders to date is \$43,764.76.
- The Bids for concrete repair have been approved. Precision Concrete Cutting will begin work November 30, 2015.
- The pools were serviced on schedule. Service occurs three to five days each week and includes all pools and spas. A drain cover in the main clubhouse spa was discovered cracked. Sparkling Clear was able to fix it quickly for a nominal fee in mid-November.
- The janitorial service performed all regular scheduled cleanings which include cleaning the clubhouse, the Dunbarton cabana restrooms and sauna and the Elmhurst cabana service restroom five days per week. We will be having the lounge carpet cleaned in the next couple of weeks.
- 30 work orders were generated for Roger Work since the last meeting. 24 work orders were closed during the same period.

### 3 GROUNDS

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Since the last Board meeting on November 4, 2015, management has conducted landscape walks on the following dates:

- 11/6/2015, Zone 1, George Procida, GP Landscape; Pam Livingston, Grounds Chair; Diane Luttrell and Grace Long, Zone Stewards. Extra work: \$38.50
- 11/13/2015, Zone 2, Attended by Bettsi Ledesma, General Manager; George Procida, GP Landscape; Pam Livingston, Grounds Chair; Elsa Morrison and Diana Vizzard, Zone Stewards. Extra work: \$2,004.40.
- 11/20/2015, Zone 3, Attended by Bettsi Ledesma, General Manager; George Procida, GP Landscape; Pam Livingston, Grounds Chair; Liza Tafoya and Stephen Harris, Zone Stewards. At the time of this report, we are still waiting for GP's estimate for the extra work.

GP has been issued 35 work orders since the last report. 27 work orders have been completed and closed during that time period, the remaining are still in process.

Arborwell has completed pruning the trees called out in the 2016 Tree Care Proposal. Management will be conducting a monthly tree walk with Greg Rogers, the Arborwell arborist to physically inspect any trees that are causing concern. Notice of these walks will be provided to the Grounds Chair so that interested Grounds Stewards may attend.

### 4 FINANCIAL

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We continue to operate with a positive cash variance, but this will look different when the November financials are completed. The largest annual check, for flood insurance, was cut in early November for approximately \$50,000 more than budgeted because of the surcharge for non-resident owners. These surcharges will be collected from these owners in the months to come. More details have been provided to the Board in the Financial Report included in their Board packets and on the agenda.

The 2016 Annual Disclosure Packet was mailed to all homeowners on November 12 for an approximate cost of \$3,500. Management will begin reaching out to homeowners in January to give them an opportunity to obtain official disclosure mailings electronically rather than through US Mail. Civil code permits homeowners to choose this option which can result in significant printing and postage savings for the association.

### 5 GOVERNANCE

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- **Violations:** There were 3 violations of the governing documents cited since the last Board meeting.
  - Two for overgrown trees in a patio
  - One for improperly parked vehicle
- **Courtesy Patrol:** Since the last Board meeting, there were a total of 8 violation notices placed on vehicles in the community.

11/2	Social Committee meeting 6:00 PM	combined w/ Outreach
11/2	Roof & Gutter Cleaning begins	11/2
11/4	Board Meetings: Closed 3:30 PM, Open 5:30 PM	11/4
11/6	ARC Application Deadline	11/6
11/6	Nepenthe News published	11/6
11/7	Quarterly meeting of committee chairs	postponed
11/9	Mail Budget Disclosures to homeowners	11/9
11/12	Grounds Committee meeting 3:00 PM	11/12
11/14	ARC meeting 9:00 AM	11/14
11/18	Committee minutes due to management office	11/18
11/18	Outreach committee meeting 6:00 PM	11/18
11/20	Lock in agendas for Board meetings	11/20
11/20	Agenda Item: Board Goal Discussion	11/20
11/20	Agenda Item: Master Calendar for next year presented by Manager	11/20
11/20	Agenda Item: Flood Insurance discussion	11/20
11/23	Finance Committee meeting 2:00 PM	11/24
11/25	Manager posts agenda and distributes Board packets	11/25
11/25	Newsletter submission deadline	11/25
11/26	Office Closed for Thanksgiving	
11/27	Limited staff	
11/30	Finance Committee meeting 2:00 pm	
12/2	Board Meetings: Closed 3:30 PM, Open 5:30 PM	
12/4	ARC Application Deadline	
12/4	Nepenthe News published	
12/7	Social Committee meeting 6:00 PM	
12/10	Grounds Committee meeting 3:00 PM	
12/12	ARC meeting 9:00 AM	
12/15	Finance Committee meeting 2:00 PM	
12/16	Outreach committee meeting 6:00 PM	
12/23	Committee minutes due to management office	
12/23	Phase II Siding Repair & Painting project completed	
12/24	Office closed for Christmas	
12/25	Office closed for Christmas	

12/28	Lock in agendas for Board meetings	
12/30	Manager posts agenda and distributes Board packets	
12/31	Closed for New Year's Eve	

# NEPENTHE ASSOCIATION

## BOARD OF DIRECTORS MEETING

November 4, 2015, 5:30 PM

Nepenthe Clubhouse | 1131 Commons Drive | Sacramento, CA 95825

### OPEN SESSION MINUTES

#### I. CALL TO ORDER 5:30 pm

Present	Arrival	Board Member	Positon	Departure
X	5:30 pm	Ivan Gennis	President	6:38 pm
X	5:30 pm	Steve Huffman	Vice President	6:38 pm
X	5:48 pm	Will Vizzard	Treasurer	6:38 pm
X	5:30 pm	Marcia Britton-Gray	Secretary	6:38 pm
X	5:30 pm	Pamela Zanze	Member at Large	6:38 pm

#### II. ANNOUNCEMENTS

- a. **Executive Session Disclosure:** In accordance with Civil Code Section 4935(a), the Board met in Executive Session on November 4, 2015 in order to consider matters relating to personnel, member discipline and the formation of third-party contracts.

#### III. COMMITTEE REPORTS

- a. **Ad Hoc Committee on Website Development-** Verbal report provided at meeting.
- b. **Architectoral Review Committee-** Minutes provided to Board in their packet.
- c. **Finance Committee-** Verbal report provided at meeting.
- d. **Grounds Committee-** Verbal report provided at meeting. Minutes provided to Board in their packet.
- e. **Insurance, Legal and Safety Committee-** Verbal report provided at meeting.
- f. **Outreach Committee-** Verbal report provided at meeting.
- g. **Social Committee-** Verbal report provided at meeting.

#### IV. MANAGEMENT REPORTS

- a. **Operations Report-**Manager provided report in writing to the Board. Items of note include:
  - i. Phase II Siding and Fencing Repair and Painting is in process.
  - ii. The Bids for concrete repair have been received and are in the Board packet for review and approval.
  - iii. 21 work orders were generated for Roger Work since the last meeting. 17 work orders were closed during the same period.
  - iv. GP has been issued 45 work orders since the last report. 30 work orders have been completed and closed during that time period, the remaining are still in process.
  - v. Arborwell is on the property and has begun the process of pruning the trees called out in the 2016 Tree Care Proposal.

**HOMEOWNER FORUM-** A number of Homeowners addressed the Board on various issues. Management made note of the concerns for possible Board action on a later agenda.

**V. CONSENT CALENDAR**

**Motion:** Director Will Vizzard

**Second:** Director Marcia Britton-Gray

**Vote:** All in favor

**Resolution:** The Board approves Consent Calendar items A to E as presented.

*Begin Consent Calendar*

**a. Approval of Minutes: October 7, 2015 Open Session**

Resolution: The Open Session minutes dated October 7, 2015 were approved as presented.

**b. Financial Statement: September 2015**

**Resolution:** The Board accepted the September 2015 interim financial reports and bank reconciliations as presented, subject to annual review. The report reflects a positive year-to-date variance of \$28,990.20 and year-to-date reserve funding of \$1,427,912.56 compared to the reserve funding budget of \$1,419,552. The reserves are funded through October 2015. The Association has \$575,504.12 in operating funds, which represents 2.8 months of budgeted expenses and reserve contributions. The Association has \$4,692,769 in reserve funds.

**c. Lien Resolution:**

Per the enclosed Resolution dated October 16, 2015, Management is requesting authorization to place liens on the following accounts should the delinquent assessments not be paid within the time period established in the Intent-to-Lien letter.

Account Number	Past Due
2038-01	\$1320.00
2484-02	\$870.00
2187-01	\$1320.00

**d. Applications for Committee Membership**

**Resolution:** The Board appointed Jerry Dunn and William Olmsted, members in good standing, to serve on the Insurance, Legal and Risk Management (or Insurance, Legal and Safety) Committee. Their applications have been received and reviewed by management and they have agreed to abide by the Conflict of Interest Policy.

**e. Architectural Applications**

The Architectural Review Committee met on October 5, 2015 to review the enclosed application. The committee recommends approval of this application.

**Resolution:** The Board approved the application as recommended by the committee.

<i>Address</i>	<i>Application for</i>
1384 Commons	Rear patio door

*End Consent Calendar*

**SPECIAL ORDER – New Business, item IX.d Vacancy on Board of Directors.**

This item was moved from the bottom of the agenda to allow for pertinent action. The President obtained a legal opinion regarding the eligibility and timing for previous board members to serve again. Because the new Bylaws do allow for three consecutive terms, legal counsel advised that directors who had completed their terms in May 2015 would be eligible to serve again.

**Motion:** Director Huffman

**Second:** Director Britton-Gray

**Vote:** All in favor

**Resolution:** The Board appointed homeowner William Vizzard to serve out the remainder of Director Herman’s term as Treasurer.

Director Vizzard immediately joined the Board as Treasurer and deliberated on items on this agenda.

**VI. UNFINISHED BUSINESS**

**a. Formation of Insurance, Legal and Safety Committee**

**Motion:** Director Steve Huffman

**Second:** Director Will Vizzard

**Vote:** All in favor

**Resolution:** The Board approved the re-structuring of the Insurance, Legal and Risk Management Committee and approves the name change to Insurance, Legal and Safety Committee. The Board also adopts the enclosed Charter for the committee.

**VII. NEW BUSINESS**

**a. Change to Approved Window Criteria**

**Motion:** Director Will Vizzard

**Second:** Director Steve Huffman

**Vote:** All in favor

**Resolution:** The Board adopted the new window criteria as presented which provides a number of options for vertical divisions of the window.

**b. Concrete Proposals**

Management prepared a comprehensive scope of work and sent it to qualified concrete contractors for the purpose of obtaining bids for repairs and replacements. The bids are enclosed in the Board packets. A summary of the bids can be seen below:

	<b>James E. Williams</b>	<b>JB Bostick</b>	<b>DRYCO</b>
<b>UNIT PRICING FOR CHANGE ORDERS</b>			
Unit Pricing-Replace existing Pattern Joint	\$112.50	\$75.00	\$375.00
Unit Pricing Remove & Replace Broom finish concrete	\$8.65 sq. ft.	\$17.60 sq. ft.	\$15.00 sq. ft.
Unit Pricing Remove & Replace Aggregate finish concrete	\$9.01 sq. ft.	\$18.15 sq. ft.	\$28.00 sq. ft.
Unit Pricing Saw cut, Place new 4.5" pattern joint	\$137.50	\$137.50	\$375.00
<b>PUBLISHED SCOPE TOTAL BID</b>	<b>\$78,312.90</b>	<b>\$170,500.00</b>	<b>\$284,048.00</b>
<b>POTENTIAL ADDITIONAL WORK</b>			
Re-route walkway at 1653 & 1647 University	\$1,635.25	\$4,620.00	\$20,036.00
Replace first two courses of brick porch with aggregate @ 1521 University	\$385.25	\$1,155.00	\$1,812.00
Replace first two courses of brick porch with aggregate @ 708 Elmhurst	\$385.25	\$1,155.00	\$1,285.00
Replace walkway ramps with steps at 1304 & 1314 Commons	\$5,132.44	\$6,853.00	\$24,465.00
Re-route walkway at 30 Adelphi four feet north of current location	\$1,635.25	\$9,790.00	\$13,995.00
<b>PUBLISHED SCOPE PLUS ADDITIONAL WORK TOTAL BID</b>	<b>\$87,486.34</b>	<b>\$194,073.00</b>	<b>\$345,641.00</b>

For each lift, one of the four options was selected as the best means for the repair. The scope and the Standards and Practices was distributed to four concrete contractors. The contractors were invited to a bidder's walk held October 15, 2015. All three of the bids received comply with the scope of services and the general requirements of the Request for Proposal. A draft contract has been prepared by management and reviewed and approved by the Insurance, Legal and Risk Management Committee for the repairs.

For Alternate Method #2 (Grinding), Precision Concrete Cutting was invited to bid. Their patented cutting process is far superior to concrete grinding. Their method produces



very little dust and the finished repair is aesthetically pleasing compared to repairs achieved by grinding. Because their process is patented, there were no comparable companies to obtain a bid for. They were provided with a request for proposal with the list of repairs that are separate from the repairs the other companies prepared bids for. Their proposed price is \$22,144.50.

**Financial Impact:**

Concrete is one of the components listed in the Reserve Study and has an annual spending allocation which is based on the quantity of concrete com previous years' repairs. For 2015, the allocation for concrete repairs of the Sidewalks, Curbs, Gutters, Walkways, and Driveways was \$63,783. Of that allocation, only \$14,214 has been used. Much of that was used for final payments for the 2014 Concrete Repair Contract and change orders. This leaves \$49,569 available for repairs this year. For 2016, the total allocation is \$64,247. While this contract is being let in 2015, the bulk of the work and payment will occur in 2016. The combined allocation available for the repairs in the Scope of Work is \$113,816.

<b>Bidders</b>	<b>Bids</b>
James E. Williams & Son, Inc.	\$87,486.34
Precision Concrete Cutting	\$22,144.50
<b>Total</b>	<b>\$109,630.84</b>

Budget for concrete repairs:

<b>\$63,783.00</b>	<b>2015 Reserve Allocation</b>
<b><u>-\$14,214.00</u></b>	Spent
<b>\$49,569.00</b>	<b>Remaining Balance</b>
<b><u>+\$64,247.00</u></b>	2016 Reserve Allocation
<b>\$113,816.00</b>	<b>Total Available Allocation</b>
<b><u>-\$109,630.84</u></b>	Combined bids
<b>\$4,185.16</b>	<b>Remaining Balance</b>

Management is recommending approval of these two proposals. There are many lifts that must be addressed. While it is likely that additional small jobs may come up in 2016, another large scale project like this is unlikely until 2017.

Action Required: Board Resolution

**Motion:** Director Vizzard

**Second:** Director Huffman

**Vote:** All in favor

**Resolution:** The Board approved the bid From James E. Williams & Son, Inc. in the amount of \$87,486.34 to be paid from Reserves which has a combined available 2015 and 2016 allocation of \$113,816.00, subject to contract negotiation.

**c. Concrete cutting proposal**

**Motion:** Director Vizzard

**Second:** Director Britton-Gray

**Vote:** All in favor

**Resolution:** The Board approved the bid from Precision Concrete Cutting in the amount of \$22,144.50 to be paid from Reserves which has a combined available 2015 and 2016 allocation of \$113,816.00, subject to contract negotiation

- d. **Vacancy on Board of Directors-** Business item IX.d, Special Order, action taken at the beginning of the meeting..

**VIII. HOMEOWNER FORUM**

Sacramento City Councilmember Guerra was in attendance and recognized by the Board. Councilmember spoke to gathered residents concerning new development in the area and answered questions from the group.

- IX. NEXT MEETING:** Wednesday, December 2, 2015 at 5:30 pm in the Nepenthe clubhouse

- X. ADJOURN@ 6:38pm**

## NEPENTHE

November 17, 2015

**WHEREAS**, Section 5673 of the California Civil Code requires that, the decision to record a lien for delinquent assessments shall be made only by the Board of Directors of the association and may not be delegated to an agent of the association; and

**WHEREAS**, Section 5660 of the California Civil Code requires that a warning letter be sent by certified mail to the owner of record at least 30 days prior to recording a lien; and

**WHEREAS**, the Association has sent this letter and the 30 days has or will soon expire; and

**WHEREAS**, as of the date of this report payment has not been received to pay the delinquent assessment amount on the property listed below

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors approves by a majority vote of the board members present at a duly called open meeting for FirstService Residential to record a lien on the separate interests/accounts listed below on behalf of the association and to mail a copy of the recorded lien to all known owners and addresses once the 30 days has elapsed from the mailing of the warning letter and no payment has been received.

<i>Date</i>	<i>Account No.</i>	<i>Total Amt Due</i>	<i>Past Due Assessment Only</i>	<i>Approved</i>	<i>Denied</i>	<i>Comment</i>
10/16/15	2484-02	\$2,362.75	\$1,310.00			

### Deferred Items from prior meeting

<i>Date</i>	<i>Account No.</i>	<i>Total Amt Due</i>	<i>Past Due Assessment Only</i>	<i>Approved</i>	<i>Denied</i>	<i>Comment</i>

Any two (2) Board members must sign:

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

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

HOME IMPROVEMENT APPLICATION

EMERGENCY APPROVAL REQUESTED - *com*

rec'd 11/5/2015

Nepenthe Association  
C/O FirstService Residential  
1131 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773  
Email: Nepenthe.HOA@fsresidential.com  
House Model Number: \_\_\_\_\_

NAME: Jan Summers SIGNATURE: Jan Summers  
ADDRESS: 1521 UNIVERSITY AVE DATE: 11/5/15  
PHONE: 916-937-5570 ALT. PHONE: 916-712-2957

**SUBMITTAL CHECK LIST:** (Please attach the following to this Home Improvement Application if applicable)

- Facing, Adjacent and Impacted Neighbor Statement when the change is visible from the exterior
- 1 Set of Drawings - Should include details of dimensions, height and distance from fencing, size, design, color and materials. Location of drains must be included on drawings. Please fold plans to 8 1/2" x 11".

**PROJECTS BEING SUBMITTED:** Please review Nepenthe Architectural Criteria.

**DOORS**

- Front Door (only approved doors)
- Screen Door (only approved doors)
- Rear Patio (if visible from common areas)
- Garage (only approved garage doors) \*

**POOL**

- Patio Pool & Equipment

**PATIO STRUCTURES**

- Trellis (Floral/Overhead) (size, type, color) \*\*

**ROOF**

- Chimney Caps
- Gutter/Downspouts
- Satellite Dishes \*
- Skylight (\*\*attach inspection fee)
- Solar Energy Roof Panels (\*\*attach inspection fee)
- Solar Tubes (\*\*attach inspection fee)

**UTILITIES**

- Air Conditioner/Heat Pump (placement & size)
- Gas Line and Meter (\*\*attach inspection fee)

**WINDOWS**

- Garden
- Exterior - sun screen
- Exterior window - security
- Replacement - Frames and Glass (only approved windows, frame size, and color)

**SMALL EXTERIOR INSTALLATION**

- Burglar Alarm
- Hand Rail (type and placement)
- Mail box insert (type and placement)
- Mail Slot (type and placement)
- Wire & Pipe installations
- Vent Relocations (placement) (\*\*attach inspection fee)
- Signs (Nepenthe provides house numbers. Call the office. No exceptions)

OTHER Please describe in detail

\*automatic approval from office if following Nepenthe criteria

\*\*attach completion inspection fee - certain changes require post installation inspection by Nepenthe agent. Fee is \$40. Check must be attached.

**DO NOT WRITE BELOW THIS LINE (For Committee Use Only)**

The Architectural Review Committee has determined that the above submittal is:

- Approved
- Approved With Conditions
- Disapproved as Submitted

ARC Chair \_\_\_\_\_

Date 11-15-15

See notes on plans.

Resubmit patio cover with additional dimensions and elevation.

See comments below and/or on reverse

Submit originally reviewed plans with revised drawings.

Resubmit with more details for \_\_\_\_\_

COMMENTS:

*Emergency approval granted contingent on no lines, (for fluids or power), on the exterior of the wall other than up to junction box for power.*

Final Inspection Required: Yes  No

**OWNER MUST SUBMIT NOTICE OF COMPLETION AND PICTURES WHEN WORK HAS BEEN COMPLETED**

HOME IMPROVEMENT APPLICATION

Nepenthe Association
C/O Merit Property Management, Inc.
1131 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773

House Model Number:

NAME: Pat Peightal, ADDRESS: 1 Adelphi Ct, PHONE: 922-0614, SIGNATURE: [Signature], DATE: 11-22-15, ALT. PHONE: none

SUBMITTAL CHECK LIST: (Please attach the following to this Home Improvement Application if applicable)

- Facing, Adjacent and Impacted Neighbor Statement when the change is visible from the exterior
1 Set of Drawings - Should include details of dimensions, height, distance from fencing, size, design, color and materials. Location of drains must be included on drawings. Please fold plans to 8 1/2" x 11".

PROJECTS BEING SUBMITTED: Please review Nepenthe Architectural Criteria.

DOORS

- Front Door (only approved doors)
Screen Door (only approved doors)
Rear Patio (if visible from common areas)
Garage (only approved garage doors) \*

POOL

- Patio Pool & Equipment

PATIO STRUCTURES

- Trellis (Floral/Overhead) (size, type, color) \*\*
Shed/Outbuilding

ROOF

- Chimney Caps
Gutter/Downspouts
Satellite Dishes \*
Skylight (\*\*attach inspection fee)
Solar Energy Roof Panels (\*\*attach inspection fee)
Solar Tubes (\*\*attach inspection fee)

UTILITIES

- Air Conditioner/Heat Pump (placement & size)
Gas Line and Meter (\*\*attach inspection fee)

WINDOWS

- Garden
Exterior - sun screen
Exterior window - security
Replacement - Frames and Glass (only approved windows, frame size, and color)
Interior Coverings

SMALL EXTERIOR INSTALLATION

- Burglar Alarm
Hand Rail (type and placement)
Mail box insert (type and placement)
Mail Slot (type and placement)
Wire & Pipe installations
Vent Relocations (placement) (\*\*attach inspection fee)
Signs (Nepenthe provides house numbers. Call the office. No exceptions)

OTHER Please describe in detail

\*automatic approval from office if following Nepenthe criteria

\*\*attach completion inspection fee - certain changes require post installation inspection by Nepenthe agent. Fee is \$40.

Check must be attached.

DO NOT WRITE BELOW THIS LINE (For Committee Use Only)

The Architectural Review Committee has determined that the above submittal is:

- Approved
Approved With Conditions
Disapproved as Submitted

ARC Chair [Signature] Date 11-22-15

- See notes on plans.
See comments below and/or on reverse
Resubmit with more details for
Resubmit patio cover with additional dimensions and elevation.
Submit originally reviewed plans with revised drawings.

COMMENTS:

Final Inspection Required: Yes No

Architectural Review Committee

HOME IMPROVEMENT APPLICATION

Nepenthe Association
C/O Merit Property Management, Inc.
1131 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773

House Model Number:

NAME: Beverly Collard, ADDRESS: 1219 1/2 Vanderbilt Way, PHONE: 916 646-3255, SIGNATURE: Beverly Collard, DATE: 11-7-15, ALT. PHONE: 916 549-1804

SUBMITTAL CHECK LIST: (Please attach the following to this Home Improvement Application if applicable)

- Facing, Adjacent and Impacted Neighbor Statement when the change is visible from the exterior
1 Set of Drawings - Should include details of dimensions, height, distance from fencing, size, design, color and materials. Location of drains must be included on drawings. Please fold plans to 8 1/2" x 11".

PROJECTS BEING SUBMITTED: Please review Nepenthe Architectural Criteria.

DOORS

- Front Door (only approved doors)
Screen Door (only approved doors)
Rear Patio (if visible from common areas)
Garage (only approved garage doors) \*

POOL

- Patio Pool & Equipment

PATIO STRUCTURES

- Trellis (Floral/Overhead) (size, type, color) \*\*
Shed/Outbuilding

ROOF

- Chimney Caps
Gutter/Downspouts
Satellite Dishes \*
Skylight (\*\*attach inspection fee)
Solar Energy Roof Panels (\*\*attach inspection fee)
Solar Tubes (\*\*attach inspection fee)

UTILITIES

- Air Conditioner/Heat Pump (placement & size)
Gas Line and Meter (\*\*attach inspection fee)

WINDOWS

- Garden
Exterior - sun screen
Exterior window - security
Replacement - Frames and Glass (only approved windows, frame size, and color)
Interior Coverings

SMALL EXTERIOR INSTALLATION

- Burglar Alarm
Hand Rail (type and placement)
Mail box insert (type and placement)
Mail Slot (type and placement)
Wire & Pipe installations
Vent Relocations (placement) (\*\*attach inspection fee)
Signs (Nepenthe provides house numbers. Call the office. No exceptions)

American Standard 3 ton 5 seer replacement only

OTHER Please describe in detail

\*automatic approval from office if following Nepenthe criteria

\*\*attach completion inspection fee - certain changes require post installation inspection by Nepenthe agent. Fee is \$40. Check must be attached.

DO NOT WRITE BELOW THIS LINE (For Committee Use Only)

The Architectural Review Committee has determined that the above submittal is:

- Approved
Approved With Conditions
Disapproved as Submitted

ARC Chair: [Signature] Date: 11-15-15

- See notes on plans.
Resubmit patio cover with additional dimensions and elevation.
See comments below and/or on reverse
Submit originally reviewed plans with revised drawings.
Resubmit with more details for

COMMENTS:

Approval recommended contingent on no lines, (for fluids or power), added on the wall exterior other than a power line up to the existing junction box.

Final Inspection Required: Yes [checked] No

# HOME IMPROVEMENT APPLICATION

Nepenthe Association  
 C/O Merit Property Management, Inc.  
 31 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773

House Model Number: \_\_\_\_\_

NAME: Colin Chin  
 ADDRESS: 1223 Vanderbilt  
 PHONE: 916-544-1116

SIGNATURE: *Colin Chin*  
 DATE: 10-16-15  
 ALT PHONE: 916-764-9235

**SUBMITTAL CHECK LIST:** (Please attach the following to this Home Improvement Application if applicable)

- Facing, Adjacent and Impacted Neighbor Statement when the change is visible from the exterior
- Set of Drawings - Should include details of dimensions, height, distance from fencing, size, design, color and materials. Location of drains must be included on drawings. Please fold plans to 8 1/2" x 11"

**PROJECTS BEING SUBMITTED:** Please review Nepenthe Architectural Criteria.

**DOORS**

- Front Door (only approved doors)
- Screen Door (only approved doors)
- Rear Patio (if visible from common areas)
- Garage (only approved garage doors) \*

**POOL**

- Patio Pool & Equipment

**PATIO STRUCTURES**

- Trellis (Floral/Overhead) (size, type, color) \*\*
- Shed/Outbuilding

**ROOF**

- Chimney Caps
- Gutter/Downspouts
- Satellite Dishes \*
- Skylight (\*\*attach inspection fee)
- Solar Energy Roof Panels (\*\*attach inspection fee)
- Solar Tubes (\*\*attach inspection fee)

**UTILITIES**

- Air Conditioner/Heat Pump (placement & size)
- Gas Line and Meter (\*\*attach inspection fee)

**WINDOWS**

- Garden
- Exterior - sun screen
- Exterior window - security
- Replacement - Frames and Glass (only approved windows, frame size, and color)
- Interior Coverings

**SMALL EXTERIOR INSTALLATION**

- Burglar Alarm
- Hand Rail (type and placement)
- Mail box insert (type and placement)
- Mail Slot (type and placement)
- Wire & Pipe installations
- Vent Relocations (placement) (\*\*attach inspection fee)
- Signs (Nepenthe provides house numbers. Call the office. No exceptions)

OTHER: Please describe in detail:

\*automatic approval from office if following Nepenthe criteria  
 \*\*attach completion inspection fee - certain changes require post installation inspection by Nepenthe agent. Fee is \$40.  
 Check must be attached.

**DO NOT WRITE BELOW THIS LINE (For Committee Use Only)**

The Architectural Review Committee has determined that the above submittal is:

- Approved     Approved With Conditions     Disapproved as Submitted

ARC Chair: *Herminia White*    Date: 11-22-15

- See notes on plans.
- See comments below and/or on reverse
- Resubmit with more details for \_\_\_\_\_
- Resubmit patio cover with additional dimensions and elevation.
- Submit originally reviewed plans with revised drawings.

**COMMENTS:**

To confirm no exterior lines added.

Final Inspection Required: Yes  No

Nepenthe ARC Guidelines - Approved by BOB 8/31/15

Walkways which are not part of City of Sacramento public streets are constructed of exposed aggregate concrete no less than 3 5/8 inch thickness, with contrasting crack control pattern joints at intervals of about 10 feet (actually ranging from 8 to 11 feet). These pattern joints are 3-5/8 inch wide and were originally constructed with flat redwood 2 x 4's. These wood strips are now constructed with concrete, without exposed aggregate or lampblack in order to contrast with the walkway panels. Primary walkways are five feet wide; secondary walkways to doorways, patios and alleys are 4 feet, 3.5 feet and 3 feet wide.

Some previous repairs have constructed new butted walkway panels without pattern joints. This helps create tripping hazards, since even a very small displacement of the walkway on one side of the joint produces a tripping hazard. The pattern joint gives an opportunity to transition between small vertical displacements over the width of the joint. The pattern joint also controls crack location, and preserves the original decorative pattern.

Walkways whose joints have become displaced vertically due to tree roots or other causes must be repaired in order to minimize tripping hazards. The maximum permitted vertical displacement is 1/4 inch. The pattern joints can serve as a transition between adjacent walkway panels where the vertical displacement is within acceptable limits. This permits eliminating the vertical lip between displaced walkway panels at far less cost than replacing an entire panel. Alternate methods of repair are described below.

Alt. 1. Chip out the existing pattern joint material, fill in the pattern joint with plain concrete with a broomed surface and tooled edges, 3 inch minimum depth.

Where one side of the pattern joint is higher than the other side, fill in the joint with concrete even with the edges of the concrete slab on each side, warping the concrete as necessary for a smooth transition. The difference in elevation on each side should not exceed 1 inch for this method. If the difference is greater, the high side must either be ground first or the walkway panel must be replaced.

Alt. 2. Grind the surface of the higher slab at the joint to match the adjacent low edge. Grinding should not exceed 3/4 inch in depth in order to not weaken the concrete slab. At butted joints without a pattern joint, vertical displacements exceeding 1/4 inch must either be ground, or a pattern joint installed.

Alt. 3. Replace one or more panels of walkway between joints with new exposed aggregate concrete walkway. Contrasting pattern joints should always be included in the repair. Be certain that crack control pattern joints are installed at intervals not exceeding 11 feet.

Alt. 4. Where there is a butted joint without a pattern strip that is displaced, and grinding is not adequate, sawcut a 4-inch strip from the slab on the high side of the joint, and create a pattern joint which can take up the displacement as described above.



Alt. 5. Moving the replacement walkway horizontally to give greater clearance to nearby trees is another alternative, although an expensive one, since a considerable amount of walkway would need to be replaced to produce an acceptable alignment.

Alt.6. Replacing the walkway with narrowed sections to give greater clearance to nearby trees is an alternative only where the narrowing would not exceed 12 inches. Minimum width must not be less than 3.5 feet in order to meet ADA requirements.

New exposed aggregate concrete for walkways should conform to the following specifications:

Minimum 28-day compressive strength:

Minimum cement, sacks per cubic yard:

Maximum water/cement ratio by weight:

Slump, inches:

Air entrainment, % by volume:

Lampblack admixture per cubic yard: ¼ lb to 1lb, to best match existing exposed aggregate walk (except none in pattern strip concrete)

Subgrade shall be free of exposed roots, neatly leveled, and native soil compacted to 90% relative compaction. Forms for sides and pattern joints shall be full depth and well braced. Edges shall be rounded with an edging tool. Cross slope shall be between 1/8 inch and ½ inch per foot to provide drainage. Where exposed tree roots have encroached into the walkway, they shall be sawn to a depth of 14 inches at the edge of the form, removed to a depth of 6 inches below subgrade, and a 12 inch deep by 4 foot long plastic root barrier installed in the cut on the tree side.

There may be locations where optimum walkway repair is not advisable without removal of one or more trees. In such a case, report the tree number and nearest home address and location to the manager for instructions. In locations where walkway panel replacement is necessary due to tree roots, check with the Manager to see if the tree causing the problem is scheduled for removal in the Tree Management Plan. If the tree is scheduled for removal within three years, it may be advisable to delay walkway panel replacement until after tree removal, since the removal may damage the walkway. In the event that the displacement is too severe for a pattern joint transition, a temporary tapered transition using epoxy cement can be installed at the joint to address the tripping hazard in the interim.

Bids should be solicited for this work on a unit price basis, giving bidders an approximate number of locations each for pattern joint replacement, for grinding, and for sawcutting, and per square foot of walkway removal and replacement. It frequently happens that additional locations are discovered after bidding, and unit price bids permit adjusting quantities.

Nepenthe is also responsible for controlling tripping hazards in sidewalks on public streets within Nepenthe. Generally, this will consist of grinding the high side of the joint to bring the difference in elevation across the joint to less than ¼ inch. Where concrete curb, gutter or sidewalk must be replaced, conform to City of Sacramento specifications, with the addition of lampblack as described above in order to better match the color of existing concrete.

# Concrete

Scope of project

Mix design

Finish

Ground preparation

Remove roots

Forms

Slope

Grade

Drainage

No concrete in drains (cover drain)

Wash off concrete surrounding landscape

No run off

Clean Up

Remove forms

Replace soil

Wash off or brush off existing concrete or asphalt

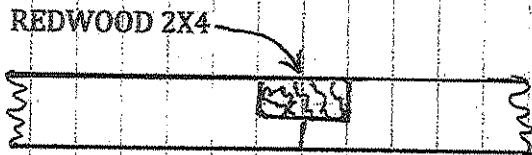
Remove existing concrete

Clean Up

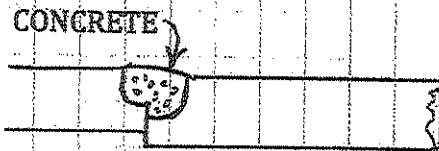
Do not pour concrete near a tree that is going to be removed

# NEPENTHE SIDEWALK JOINTS

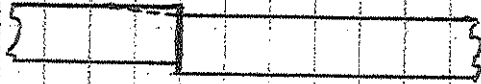
## ORIGINAL PATTERN JOINT



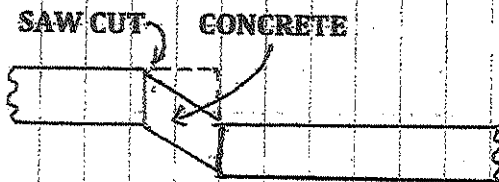
## DISPLACED PATTERN JOINT



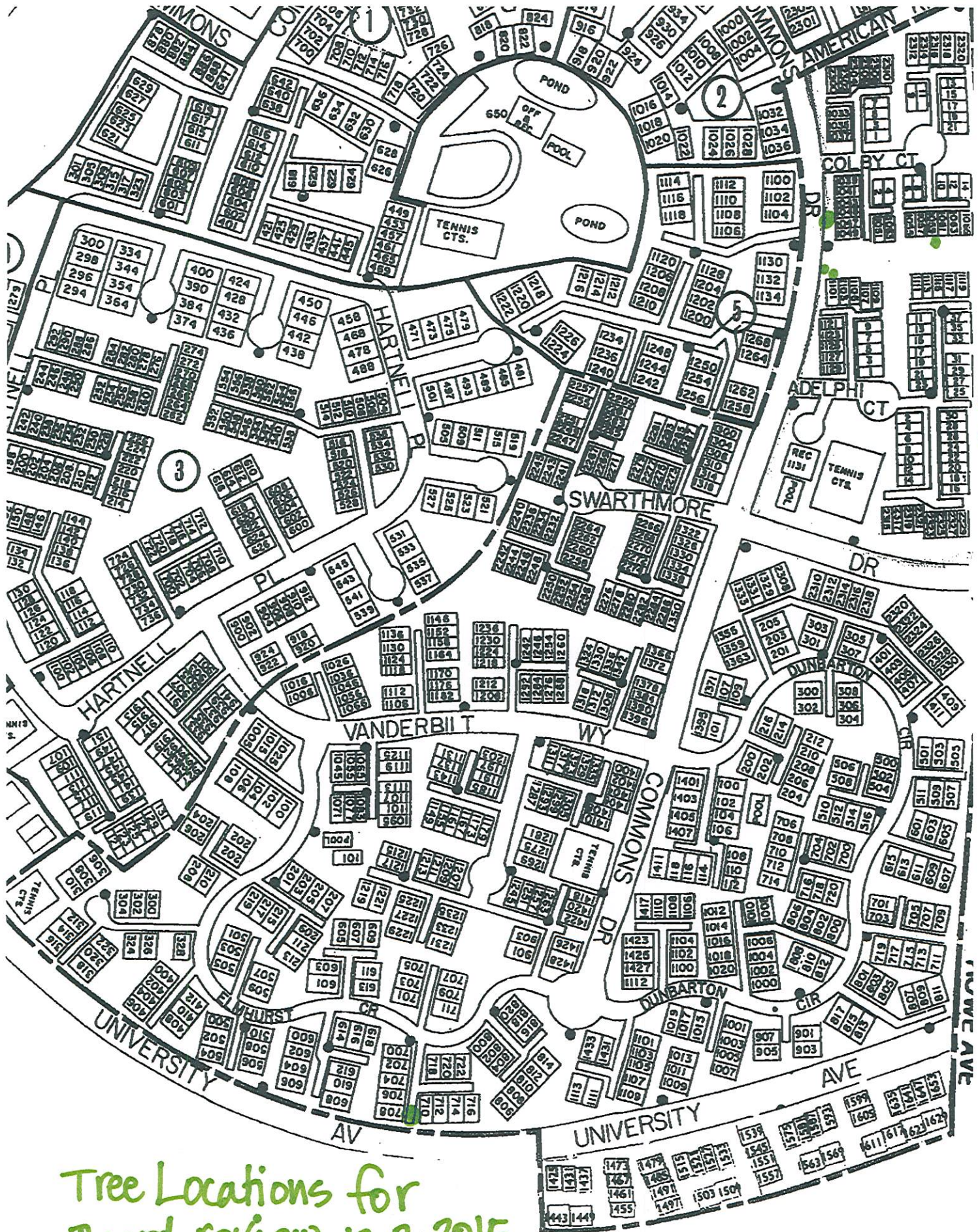
## DISPLACED BUTTED JOINT TO BE GROUND



## DISPLACED BUTTED JOINT REPLACED WITH PATTERN JOINT







Tree Locations for  
Board review 12.2.2015



## Bettsi McComb

---

**From:** Marilyn McEntyre <marilynmcentyre@mac.com>  
**Sent:** Monday, September 21, 2015 4:47 PM  
**To:** Bettsi McComb  
**Cc:** McEntyre John  
**Subject:** Redwood at 710 Elmhurst

Hi, Bettsi--

Thanks for attending to the broken sprinkler head outside our house at 708 Elmhurst.

I'm not sure whether you're the right person to write with an opinion about the redwood across the alley (at 710) that has a sign on it soliciting opinions about a decision being made on whether to cut it down.

I emphatically think it ought to stay there, unless it's dangerously unhealthy, which certainly doesn't seem to be the case. It's beautiful, provides shade, and adds aesthetic appeal to a little area here on the perimeter of CC that is in some ways much less visually appealing than the homes inside the Commons that are surrounded by green spaces. So I vote no, and would be glad to be in the conversation about it, if there is one. Thanks!

Marilyn McEntyre

Sent from iCloud



# Estimate

2337 American Ave.  
Hayward CA 94545  
(888) 969-8733  
www.arborwell.com  
fax: (510) 881-5208

Sales Rep	Date	Estimate #
Greg Rogers	11/6/2015	E78148

Page 1 of 2

Contact
Betsi McComb

Property
Nepenthe Homeowners Association 1131 Commons Drive Sacramento, California 95825

Bill To
FirstService Residential California, LLC Attn: AP Scanning 15241 Laguna Canyon Road Irvine CA 92618

## Notes

Species	Qty.	Description	Location	Ext. Amt.
Pine	1	Remove Tree - removal of a tree to an approximate grade.	Tree #10- near Howe Avenue at 2320 American River	765.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Tree #10- near Howe Avenue at 2320 American River	150.00
Redwood	1	Remove Tree - removal of a tree to an approximate grade.	Tree #119- near Howe Avenue at 26 Adelphi	1,275.00
Redwood	1	Remove Tree - removal of a tree to an approximate grade.	Tree #114- on berm near Howe Avenue	1,275.00
Birch	1	Remove Tree - removal of a tree to an approximate grade.	Tree #308- 1045 Commons	170.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Tree #308- 1045 Commons	75.00
Tulip Tree	1	Remove Tree - removal of a tree to an approximate grade.	Tree # 103- at 31 Adelphi	4,080.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Tree # 103- at 31 Adelphi	600.00
Plum	1	Remove Tree - removal of a tree to an approximate grade.	Trees #63 and #64- at 1101 Commons	106.25
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Trees #63 and #64- at 1101 Commons	75.00
Birch	1	Remove Tree - removal of a tree to an approximate grade.	Tree #59- at 1057 Commons	255.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Tree #59- at 1057 Commons	150.00
Redwood	1	Remove Tree - removal of a tree to an approximate grade.	Tree #175- at 710 Elmhurst	3,060.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Tree #175- at 710 Elmhurst	600.00



# Estimate

2337 American Ave.  
Hayward CA 94545  
(888) 969-8733  
www.arborwell.com

Sales Rep	Date	Estimate #
Greg Rogers	11/6/2015	E78148

Page 2 of 2

Species	Qty.	Description	Location	Ext. Amt.
<b>Total</b>				\$12,636.25

**By signing this document, I acknowledge that I have read and agree to the attached Terms and Conditions.**

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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



Terms and Conditions

1. Hidden Conditions. Client agrees to pay Arborwell on a time and materials basis for all additional time necessary to complete the work as a result of any hidden foreign matter such as cement or metal. Arborwell shall have no liability for damage to irrigation lines or valves. Arborwell shall have no liability for underground utilities such as electric, gas, phone or cable lines that are not installed at the proper specification depth.
2. Tree Ownership. Client warrants that it is the legal owner of all trees upon which work is to be performed, or that Client has obtained permission for Arborwell to work on the trees from the legal owner.
3. Payment Terms. All amounts due under this Agreement shall be paid within thirty (30) days from the mailing of Arborwell's invoice. Thereafter, interest shall be charged and accrue at one and one-half percent (1-1/2%) per month, or at the highest legal rate, whichever is lower. Payments shall first be applied to all outstanding interest charges, and thereafter to the oldest outstanding invoice.
4. Warranty. All work performed in accordance with ANSI A300 Tree Care Standards. Arborwell warrants that all working procedures are conducted in a safe and orderly manner as established by OSHA and ANSI-Z133 safety standards. Unless otherwise represented, Arborwell extends no warranties, express or implied, or merchantability, fitness for a particular purpose, design, materials or otherwise, with respect to the services provided hereunder.
5. Insurance. Arborwell shall maintain workers compensation, general liability, property and automotive liability insurance during its performance of the work under this Agreement.
6. Limitation of Liability. In no event shall Arborwell, its insurers, directors, officers or employees be liable for any incidental, indirect or consequential damages, or in the cumulative aggregate, for any damages whatsoever in excess of the compensation to be paid by Client under this Agreement.
7. Termination and Cancellation. This Agreement may be terminated or cancelled by Client prior to Arborwell's dispatch of its work crew. Thereafter, any cancellation prior to performance of the services hereunder will be subject to the hourly rates for the work crew following dispatch.
8. Indemnity. Client shall hold harmless, defend and indemnify Arborwell, its insurers, directors, officers or employees in connection with any claims arising out of the Agreement, including, but not limited to, any claims for property damage, bodily injury, emotional injury, sickness or disease, or death to persons, including but not limited to any employees of Arborwell, regardless of any active and/or passive act or omission on the part of Arborwell, its agents or employees, except claims arising from the sole negligence or willful misconduct of Arborwell or their agents or employees.
9. Severability. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, that such provision shall be deemed to be written, construed, and enforced as so limited.
10. Waiver of Contractual Rights. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
11. Force Majeure. Arborwell shall not be liable for loss, damage, or delay from causes beyond its control or from shortages of fuel or energy, acts or omissions of any governmental authority, acts of God, war, civil disobedience, strikes, labor difficulties, accidents, failure to reasonably obtain materials, or delays or shortages in transportation.
12. Governing Law. This Agreement, and each of its terms, shall be construed under and bound by the laws of California.
13. Attorneys Fees and Costs. In the event of any dispute between the parties arising out of this Agreement, including any claim to recover payments due hereunder, the prevailing party shall be entitled to the recovery from the other of its reasonable attorney's fees and costs.
14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and represents the exclusive understanding of the parties, either oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
15. Amendment. This Agreement may be modified or amended, in whole or in part, only by mutual written agreement of the parties, and any such amendment or modification shall not affect the enforceability of any other provision hereof.

We have read and approve the above Terms and Conditions

Arborwell, Inc.

Signed: \_\_\_\_\_

Estimate #: \_\_\_\_\_

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

October 6, 2015



The Nepenthe Association  
Bettsi McComb  
1131 Commons Dr.  
Sacramento, CA 95825  
Phone: (916) 929-8380  
Email: [bettsi.mccomb@fsresidential.com](mailto:bettsi.mccomb@fsresidential.com)

**Re: Tree Work Contract  
Nepenthe Association**

This commercial bid is to provide labor and material as stated below. All tree work is in accordance with ANSI A300 standards and the scope of work referenced in Addendum #1.

**Work Description**

Removal and Stump Grind of (1) Pine #10 @ 2320 American River. Overcrowded, leaning, poor structure	\$300.00
Removal and Stump Grind of (1) Redwood #119 @26 Adelphi Codominant leaders, leaning	\$900.00
Removal and Stump Grind of (1) Birch #308 @ 1045 Commons Leaning, declining	\$300.00
Removal and Stump Grind of (1) Tulip #103 @ 31 Adelphi Declining	\$1680.00
Removal and Stump Grind of (2) Plums #63 and 64 @1101 Commons Dying / diseased	\$375.00
Removal and Stump Grind of (1) Camphor #59 @ 1057 Commons Overcrowded / Declining	\$475.00
Removal and Stump Grind of (1) Redwood #1751 @ 710 Elmhurst Hardscape Damage	\$1680.00
Crape Myrtle #2060 @ 1533 University is in good health.	
<b>Total:</b>	<b>\$5710.00</b>



**Notes:**

1. Addendum #1 is incorporated and an enforceable part of this contract.
2. **This proposal may be withdrawn by us if not accepted within 30 days..**
3. **Terms:** Payment in full is due upon completion of the work. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney’s fees and court costs. Any alteration or deviation from the above involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. The Grove Total Tree Care is not to be held liable for damage to irrigation when grinding stumps. Tree pruning shall include removal of all trimmings and cleanup. Our workers are fully covered by Worker’s Compensation and our firm covered by liability insurance

Vendor:

The Grove  
A division of Carson Landscape  
Industries

9530 Elder Creek Road, Sacramento, CA  
95829

Contractor’s License #470283  
Ph: (916) 231-8733 \* Fax: (916) 856-  
5410  
Email: [pjohnson@thegrovetotaltreecare.com](mailto:pjohnson@thegrovetotaltreecare.com)

By: Phil Johnson  
Name: Phil Johnson  
Title: ISA Arborist/ Account Manager  
Date: October 6, 2015

Client:

The Nepenthe Association  
Bettsi McComb

1131 Commons Dr.

Sacramento, CA 95825  
Phone: (916) 929-8380

Email: [bettsi.mccomb@fsresidential.com](mailto:bettsi.mccomb@fsresidential.com)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Addendum 1**

**General Terms and Conditions**

**Scope of Work:** All contracted services performed by The Grove are in accordance with the “Practical Specifications for Contract Tree Management,” through the American National Standards Institute and all pruning conforms to ANSI A300 guidelines. The Grove conducts all work in compliance with ISA ANSI Z133 Standards, OSHA and all state and local regulations. Contracted tree care work includes removal of all resultant debris and job site cleanup.

**Payment & Invoicing:** Work will be invoiced in full upon completion. Payment is due 10 days from date of invoice. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney’s fees, and court costs.

**Change Orders & Additional Work:** Any alteration or deviation to this proposal involving extra cost of material and/or labor will only be executed upon written and signed orders for same, and will become an extra charge over the sum mentioned in this contract. The order must describe the scope encompassed by the change order, the amount to be added or subtracted from the contract and the effect the order will have on the schedule of progress payments, if applicable. Failure to obtain a signed Change Order does not preclude the recovery by Contractor of compensation for work performed based upon quasi contract, quantum merit, restitution or other similar legal or equitable remedies.

**Tree & Stump Removal/Grinding:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete or



brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump is completed 8-12 inches below surface grade at an additional charge to the Client/Owner.

**Scheduling of Work:** This proposal is null and void if the jobsite conditions materially change from the time of approval of this proposal to the time work starts, such that the job costs are adversely changed. Scheduling of work is dependent on weather conditions and workloads.

**Permits, Fees & Assessments:** Unless otherwise agreed to in writing by both parties, the owner assumes full responsibility to obtain and pay for all necessary permits, fees, property taxes, and assessments.

**Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. Visual inspection is reflected solely in bid provided. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by The Grove is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results.

**Liability:** The Grove is not responsible for damage done to sprinklers or underground utilities such as, but not limited to, cable, water, gas and electrical. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. The Grove will repair damaged irrigation lines at the Client/Owner's expense and approval. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

**Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

**Commercial General Liability Insurance:** Contractor carries commercial general liability insurance written by Golden Eagle Insurance. You may call John O. Bronson Company at 916-480-4150 to verify our coverage.

**Worker's Compensation Insurance:** Contractor carries worker's compensation insurance for all employees.

**Attorney's Fees:** In the event that litigation is commenced to interpret or enforce any of the rights or obligations under this Agreement, the prevailing party shall be entitled to recover his attorney's fees and litigation expenses incurred as a result of the litigation. Said attorney's fees and expenses shall be fixed by the court or arbitrator.

**Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

Client/Owner: \_\_\_\_\_

