

## **NEPENTHE ARCHITECTURAL REVIEW COMMITTEE MINUTES**

Thursday, January 13, 2022 at 5:30 pm, conducted via videoconferencing

**Members present:** Ken Luttrell, chairperson; Alan Watters, Lee Blachowicz, Pat Singer.

**Also Present:** General Community Manager Bettsi Ledesma; Peter Pelkofer, member of the ILS Committee working on security lighting.

Meeting was convened at 5:40 pm.

**A.1.** Welcome and Opening Remarks.

**B.1. Homeowner requests not voted on:**

1. **812 Dunbarton Circle** – Security lighting in this (corrected) 2300 model. Request is for installation of a bullet-shaped black landscape spotlight 6.5-feet high on front façade near gate on front fence where it connects to three steps down to Dunbarton Circle. To replace an already installed temporary lamp. Nepenthe does not have criteria for this location. Specifications and information about lamp needed.

**B.2. Homeowner Requests Recommended to be Approved:** (With conditions if so noted.) (All votes unanimous unless otherwise noted.)

2. **711 Elmhurst Circle** – Retractable awning requested in this 2300 model. A 14' x 10' Awntech Destin Projection electrically powered awning from Lowe's is requested to be installed over the dining room windows. Has a scalloped valance. Fabric is to be a solid "Taupe" 100%-solution dyed acrylic outdoor fabric. Minimum mount height 8 feet. Contractor is to be licensed handyman Robert Davis. Awning has white metal storage box and white aluminum arm across valance end of awning, even without valance. The committee judged that they are relatively difficult to make out and will be unobtrusive. (The committee asked Management to make this expired application active again as of today.) **Approval Recommended.**
3. **14 Adelphi Court** – Windows replacement in this 1100 model. Requested is the installation of all four windows and two patio sliding doors via retro-fit installation using Milgard Trinsic vinyl-framed windows in Bronze exterior color and Milgard Tuscan vinyl-framed sliding patio door in Bronze exterior color. The contractor will be C.E.C.S. **Approval Recommended.**
4. **714 Elmhurst Circle** – Windows replacement in this 5500 model. Six windows and two patio sliders utilizing Simonton Daylight Max vinyl-framed, dual-paned windows are to be installed. Four windows or doors are to receive changes to the original configuration:
  - a. The living room window and the master bedroom window on the second floor above it will be divided vertically into 25%-50%-25% as is allowed by the

Guidelines for wide windows. (These windows face onto University Ave.) The living room will have as its lower portion an 18-in.-high single, non-opening tempered pane.

b. The replaced vertical portion of the kitchen garden window will lack any opening windows and be all one fixed, upright pane, while the sloping window that constitutes the top of the kitchen garden window will not be replaced.

c. The dining room's sliding patio door will be replaced by windows: ½-1/2 configuration of the upper portion over an 18-in.-high single, non-opening tempered lower pane.

The kitchen and dining room windows face into the fenced-in backyard area, so the proposed changes are allowable as they are not readily visible from the common area. The contractor is to be CECS with Gary Lee. **Approval Recommended.**

5. **2266 Swarthmore Drive** – Security lighting requested for this 7000F model. Requested is the installation of a Commercial Electric dual-spot-lamp-style electric-eye LED floodlight on the side of the garage above the plate line in the location permitted by the Architectural Guidelines. The contractor is to be Electric Connection. **Approval Recommended with Conditions: that the installation location be that approved in the Architectural Guidelines on the side of the garage behind the fence and near the person side door into the garage.**
6. **1203 Vanderbilt Way** – Installation of a new HVAC system in this 7000F model was already performed in the week of January 17. Installation of a new HVAC system, ductwork, zoning and insulation in attic will see installation of a 16 SEER 2-stage Rheem heat pump and air handler. The heat pump will be sited in the original location, and the existing refrigerant line set will be re-used. No new control wiring is required. The contractor was Trull's Heating & Air, Inc. Voting was conducted by email on January 21, with all members voting yes. **Approval Recommended.**

#### **B.2.A. Homeowner Requests Approved via Emergency Approvals:**

7. **2264 Swarthmore Drive** – Emergency request to replace HVAC system in this 3000 model. An American Standard Silver 16 heat pump and air handler are to be installed. The heat pump will be sited in the original location, and the existing refrigerant line set will be re-used. No new control wiring is required. The contractor is to be Clarke & Rush. Installation is scheduled for January 10, 2022. Voting was conducted by email on January 5, with all members voting yes. **Emergency Approval Granted on January 5, 2022.**
8. **1149 Vanderbilt Way** – Emergency request to replace HVAC system in this 3000 model. This house's HVAC was converted to a heat pump system in 2004 and the fence extended then. An American Standard Gold 17 4A6H7036 17-SEER heat pump and a TEM6A0C36 air handler are to be installed. The heat pump

will be sited in the original location, and the existing refrigerant line set will be re-used. No new control wiring is required. The contractor is to be Perfection Home Systems. Installation is scheduled for January 12, 2022. Voting was conducted by email on January 10, with member Alan Watters recusing himself, and the remaining three members voting yes. **Emergency Approval Granted on January 10, 2022.**

9. **1587 University Avenue** – Emergency request to replace HVAC system in this 4400 model. Installation of a new HVAC system, ductwork, zoning and insulation in attic will see installation of a 16 SEER 2-stage Rheem heat pump and air handler. The heat pump will be sited in the original location, and the existing refrigerant line set will be re-used. No new control wiring is required. The contractor is to be Huft Home Services. Voting was conducted by email on January 24, with all members voting yes. **Emergency Approval Granted on January 24, 2022.**

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

**C. Old Business:**

615 Dunbarton Circle – Windows application. Report Board vote.

**D. New Business:**

1. Pat Singer has revised the list of Screen, etc. Doors, updating it. Review. Other like Criteria documents that need updating?
2. Revision to “Emergency” letter of agreement for security camera installations, from Alan. Ready for use.
3. Exterior paint colors: presentation delayed.
4. ARC members recommended to inspect test home re-sided using Smartside and Hardie Plank at 1503 University. Flyer distributed.
5. Recommend to Board determination of how deleterious moss on roof shingles is and that all roofs’ shingles be cleared of moss growing on them. Discussion was held. Alan is to survey the affected roofs.

**E. Notices of Completion:** none.

**F. Next meeting.** Next regular meeting on Thursday, February 10, 2022, at 5:30 pm, will have the ARC meet via videoconferencing via Zoom.

Meeting adjourned at 7:02 pm.

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

## Minutes – Finance Committee Meeting

January 24, 2022, 4:30 pm

Present at last meeting: Tara Zimmerman (m), Susan Timmer (m), Aubrey Lara (m), Will Vizzard (m), Bettsi Ledesma; Guests: Mike McDermott (Browning), Billy Williams (JWS); Homeowners: Christina George, Karen Lowrey, Peter Klein

- 1) Approval of November minutes – Approved via email
- 2) Old business: No updates from Board
- 3) New business:
  - a. Siding conversion- Browning and Billy Williams discussed the merits and considerations of siding conversion from T1-11 plywood to new materials that are more resistant to dry rot.
    - i. Siding Materials- Mr Williams stated that SmartSide is not delivering material to California sites because of the need to comply with state regulations but that two other materials are available, Duratemp (with a 50 yr warranty) and Truewood (with a 30 yr warranty). Williams further stated that the cost of these new materials is equivalent to the cost of T1-11, but both last considerably longer. Furthermore, these new materials can be installed side by side with T1-11 as they are the same depth on the wall, so there is no need for complete replacement of materials. He is working with two other HOAs that decided to do partial renovations, Bluff City and Del Verde Square. The new material is easier to prep and paint because it does not absorb as much. It comes pre-primed on the front and treated on the back, so it may be more cost effective for use in small jobs.

\*\* Vizzard made a motion to recommend that the Board pursue the possibility of using a different material when replacing the siding and trim. Zimmerman seconded the motion, which was unanimously approved.
    - ii. How to decide which to use? Zimmerman asked why we would want to go with Truewood if it only has a 30 year warranty compared to Duratemp's 50 year-warranty. Williams stated that the only reason would be if they liked the look of Truewood better. In fact, he stated that the HOAs doing the siding renovation decided that to stay with cedar trim because they didn't think the dry-rot resistant Miratec trim integrated well with the siding. Zimmerman wondered if we could hybridize the renovation and use the Miratec on certain exposures or certain places. Williams believed it would be smart to use the Miratec on exposures susceptible to dry rot. The committee felt it would be useful to see

the materials side by side and with the trim, possibly at 1503 University, where we have been able to observe how well integrated T1-11, SmartSide, and Hardy Board are. Baker asked Ms. Ledesma if she could get a quote on the cost of replacing the SmartSide and Hardy Board with Duratemp and Truewood, and to replace some of the trim with Miratec at 1503 University.

- iii. What criteria to consider when scoping out scope of work: In the last cycle, JWS did the inspection and created the scope of work for bidders. Williams believed it would be easy to create a template for bidders, although deciding on the trim might have to be done after the contract is awarded. (There is a slight cost difference in the trim: Spruce = \$17.06/unit; Miratech = \$18.96/unit.) Ledesma noted that in the last cycle, we looked for bids that were 25% lower than our total allocation for the project, since change orders typically increase the cost of the job on average between 20-25%.
  - iv. Is there a need to contract/hire someone as project manager to oversee project, review and approve change orders. Both McDermott and Williams strongly advised contracting with someone who could serve as project manager. Williams has been working with Paul Reeves, whom he found to be efficient and responsive. He added that they currently use an application that allows the contractor to upload photos with requests for change orders. That and the advantages of holding virtual meetings speeded up the decision-making process on the job.
  - v. Should fences be included in the project and scope of work?: Both McDermott and Williams believed fences should be included in the siding project financially. Williams added that it's a numbers question and would depend on where we were with the % of fences still needing to be replaced. However, he observed that it was a lot easier on homeowners to do everything at once, as the work is somewhat intrusive.
- 4) Review of December financials- GL accountant was sick, so Ms. Ledesma did not have them to share. She will send them out when they come in.
  - 5) Review of Reserve tracker- The reserve tracker showed that we had overspent our budget by \$58,000
  - 6) Solar panels to power Clubhouse pool and spa: Ms. Ledesma will try to arrange for the Tesla representative to attend the next FC meeting.
  - 7) Next meeting: February 28, 4:30 p.m.



**James E. Williams & Sons, Inc.**  
3742 Placer Corporate Drive  
Rocklin, CA 95765  
Phone: 916-771-5931  
Fax: 916-290-0541

Nepenthe HOA

Job Address:  
1503 University Ave.  
Sacramento, CA 95825

**Print-date:** 1-28-2022

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**Job Number - JWS-3751**

**Scope Of Work - Siding and Trim Samples**

**Gable end of house near University**

- Remove three pieces of existing of Hardie Panel Siding.
- Install 3 pieces of Duratemp Siding.
- Install new Mira Tec trim around window.
- Siding and trim to be painted to match existing as close as possible.

Please note this will leave LP Smartside and T-1-11 siding on this wall. The Duratemp Siding will be installed to compare the two product. The same will be done with the trim around the window. The trim around electrical box will be left in place with the regular Fascia Trim to use as a comparison for the Miratec Trim installed around window. We recently found out Truewood Siding don't carry any other size except for 8' sheets. This will not work for the Nepenthe HOA, and we no longer recommend this product because of this.

This work will be completed for no charge

**JAMES E WILLIAMS AND SON INC.**

**\*\*This estimate is for the sole use of the named parties and their agents. Please do not use this estimate for bidding purposes. If a scope of work is needed please contact our office so we may provide one for you.\*\***

**Acceptance of proposal:** Your signature below authorizes James E. Williams & Son, Inc. to perform the work defined in this proposal and you agree to the terms and conditions of this contract. All work shall be completed in a workmanlike manner according to standard construction practices.

**Payments:** Owner shall make and initial down payment of 10% of the total Contract Price to James E. Williams for mobilization and materials prior to starting the project. Final Payment: Contractor will submit final payment invoice after completion of the project and Owner agrees to pay in full Final Payment within 30 days of invoice date for payment.

**Progress payments:** In the event the project is scheduled to take longer than 15 days to complete Contractor will submit progress payment for percentage of work completed, materials purchased, and any completed change orders if applicable. Owner agrees to pay in full all progress payments within 30 days of invoice date for payment. Payments not made when due under this contract shall be subject to a late fee of 1% of the overdue amount monthly unless Owner rejects invoice with just cause for non-compliance with this contract.

**Extra Work:** This contract applies only to the work defined in this proposal. Any additional work will be performed only after a change order is submitted by Contractor to Owner and the Owner has approved the Change Order. Payment for change orders will be submitted as part of the progress payments or final payments, whichever is applicable.

**Incidental damage caused by construction:** We will take reasonable care and precautions to minimize damage to landscaping however some damage to landscaping is possible in order to access the work area; unless otherwise noted in this proposal replacement of landscaping is not included in our proposal. When performing exterior repairs to buildings it is possible that some damage may occur to the interior drywall (cracks and/or "nail pops") due to vibration of the walls and the act of performing these types of repairs. This is not caused by Contractor negligence but is inherent to this type of work; unless otherwise noted in this proposal Interior repairs are not included in this proposal.

**Hard Rock Clause:** Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges". Items such as removal of oversize footings, and hard scape such as excessive amount of large rock. Also, cost does not include repairs to unmarked damaged utilities such as cable lines, electrical lines, gas lines or water lines. All items listed above to be completed per approved change order.

**Mechanical Equipment:** Contractor will take reasonable care to disconnect any mechanical equipment that must be moved during the roofing work. Contractor is not liable for failure of the equipment to operate properly after reinstallation, including but not limited to air conditioners, swamp coolers, duct work and stands, P.V.C. and water lines, solar units, skylights, pest control devices, satellite dishes and realignment of same. Owner agrees mechanical equipment failures will be addressed between the Owner and homeowner/tenant separate from this proposal, and acknowledges Contractor is not responsible for the work of others and does not warranty such work. Engaging Contractor to complete these repairs as part of this proposal will be done through an approved change order.

**Limited Warranty:** James E. Williams & Son, Inc. warrants its construction work against defects in workmanship for one (1) full year from the 100% completion of the project. This limited warranty does not cover defects caused by misuse, accidents, earthquakes, negligent maintenance, or normal wear and tear. In order for the above limited warranty to be effective, owner must give James E. Williams & Son, Inc. written notice of any defect covered hereunder on or before the expiration of thirty days from the date of discovery of the defect or the expiration of the one year (1) period, whichever occurs first, specifying the nature of the defect. Owner must allow reasonable access to the property to inspect and repair the defect. Should any issue for which James E Williams & Son, Inc. is asked to investigate a warranted defect be found not to be the fault of workmanship of a warranted defect the Owner is subject to pay James E Williams & son, Inc. for time and materials to investigate and/or remedy the problem.

**Existing windows and doors:** Unless replacing windows or doors the owner understands that contractor will not be responsible in any way for windows or doors if they leak including but not limited to resulting damage if leak occurs. Contractor to be responsible for proper tie in with window flange around perimeter of window.

**Mold and Hazardous Waste:** Unless a specific part of the work designated is, or unequivocally relates to, the abatement of toxic or hazardous Materials located on site, James E. Williams and Son, Inc., has undertaken no obligation to mitigate, remove, destroy or otherwise remedy any toxic or hazardous materials which, during the course of construction, may be found to be present at the site. Owner shall and does indemnify and hold James E. Williams and Son, Inc., harmless from and against any cost, expense, liability, charge, or other obligation that James E Williams and Son Inc., may incur as a result of its discovery and encounter, during the course of the work, any such toxic or hazardous waste on the site. If such a discovery does occur and the parties are unable to agree upon a change order to remedy the condition, or otherwise deal with the condition, (for example only,) by the employment of a mitigation company or other specialty contractor, James E Williams and Son Inc., shall be entitled to stop work until the parties are able to agree upon such a change order, method or other arrangement to deal with the condition. Abatement such as but not limited to mold, lead and asbestos are not included in this proposal.

Unless otherwise specified in this proposal; plans, permits, engineering, processing or code upgrades are not included in this proposal and are reimbursable costs if needed. Hidden Damages are not included in this proposal.

**If a permit is required:** James E. Williams and Son, Inc. will procure the permit at an additional cost billed as a change order to this proposal, unless otherwise stated in this proposal. We will facilitate all inspections for the work being completed in this proposal. If the building department requires an inspection of smoke and CO detectors, we will attempt to gain access while the inspector is onsite inspecting the scope of work covered in this proposal. If we cannot gain access, we will not be responsible to arrange access for future inspections, if the permit lapses or any additional fees associated to the permit process for lack of verification.

You, the homeowner (buyer) or tenant have the right to require the contractor to furnish you with a performance bond which is not included in this proposal. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed shall be deemed a

material breach of this agreement and shall entitle the contractor to damages. Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to your local State Board.

This proposal is valid for 30 days from the date of the proposal unless otherwise noted. Due to unforeseen economic changes in material and labor costs we reserve the right to review costs defined in this proposal if Owners accepts the proposal beyond 30 days of the date of this proposal. I have read and agree to the Terms & Conditions of this proposal/contract. I authorize James E. Williams & Son, Inc. to perform the work as outlined in this proposal.

**Signature:**

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**Print Name:**

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**Date:**

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**Grounds Committee Meeting Minutes**  
**January 20, 2022 @ 3:00 PM**  
**Meeting via Zoom**  
**ATTENDANCE**

Members Present

Steve Huffman, Chair  
Kathy Waugh  
Don Ellwanger  
Christina George  
Nina White  
Solveig Toft

Liza Tafoya  
Kathleen Sadao  
Joleen Hecht  
  
Robert Foster  
Don Landsittel

Members Absent

Diane Durawa

Joan Trotta

Also Present

Markus Dascher, Board Liaison

Bettsi Ledesma, General Manager

Homeowners Present

Karen Lowrey

Carson Landscape Industries

Oscar Lopez

Nick Shebert

**AGENDA ITEMS**

**Steve** called the meeting to order at 3:07.

Minutes of Committee Meeting December 16

On a motion by **Don L** and seconded by **Joleen**, the minutes were approved unanimously.

Comments from Guests

None

Proposal for Remediation of Tree Removal Sites

It had been distributed in advance on January 17. **Steve** reiterated that it was not an action item for that day. Because of its cost of \$139,500, and because it covered 36 addresses, it would be considered at future meetings. In the meantime, stewards could ask questions of Oscar. He suggested that could best be done during zone walks. Such discussions could be integrated into walks of zones 6, 7 and 1 prior to the February committee meeting and the March Board meeting. Similarly, zones 3, 4 and 5 walks could precede the March committee meeting and the April meeting of the Board.

Steve compared the \$139,500 total cost to numbers in the reserve study for 2022 totaling \$40,180. **Bettsi** said the reason was a backlog of work because previous boards had lost

confidence in Coast, the previous contractor. The group thought about how much it should propose this year. There was no conclusion.

**Liza** moved that the committee invite directors to zone walks. There was no second to the motion.

**Don L** suggested the committee recommend a policy to the Board, that any proposal for tree removal be accompanied with one for site remediation. **Steve** agreed to make that an item on the February 17 agenda.

#### Turf Remediation

**Steve** had proposed that the committee go back to the Board to seek their direction on this subject. Carson had proposed to remediate an area of turf in zone 5 by the removal of wild grasses and replacement by seed, for \$4,320. At their November meeting, the Board rejected the project. Then the committee had asked them for policy direction regarding turf remediation in general. As of their January 5 meeting, the Board had given no such direction.

In the advance materials **Steve** suggested a standard area rule for when turf would be removed and when it would be retained and remediated. **Christina**, the zone steward for zone 5, said the real issue for the directors was not area, rather the specifications of the new seed.

**Nick Shebert** of Carson was asked what the specifications are. He said the seed is called Delta 90/10 Tall Fescue and contains 90 percent a combination of three fescues and 10 percent bluegrass. The blend is superior to alternatives – Bermuda, rye and all bluegrass – because unlike them, the blend spreads via underground rhizomes which develop deep roots and make it drought tolerant and needing less frequent watering. He said a product named RGF had been suggested. It's a brand name and would cost about 25 percent more than what Carson recommends.

Subsequent to the meeting, Nick sent Steve the attached memo on this subject. Although it was not part of the meeting materials, it reiterates much of what he said in the meeting, and presents additional information.

**Christina** moved that the committee ask the Board to reconsider the proposal in the light of this new information. No mention would be made of an area standard. Kathleen seconded and the motion carried unanimously.

#### Improvement to Area in Zone 5 Around Water Valve

Carson had sent a proposal for this in the amount of \$2,765. After a brief discussion, **Christina** moved that the committee recommend to the Board for their approval. The motion was seconded by **Don E** and passed by unanimous vote.

#### Questions of Oscar and Nick

**Nick** explained why Carson had not suggested sod for the Zone 5 turf remediation site. He said a combination of seeded grass and sod in an area leads to an unattractive, patchwork look.

He commented on three turf alternatives the committee was considering:

1. He said while Kurapia uses less water, it attracts bees when it flowers and can look ununiform over time.
2. Myoporum gets woody over time. Also, the foliage is sticky, which makes it difficult to remove debris from it.
3. Buffalo grass could be viable, he said. He said it had been planted in the nearby University Village shopping center.

He started to speak of problems when areas of turf and plant beds share water valves. **Steve** asked that in the interest of time, the subject be deferred until the February meeting.

**Oscar** answered a few questions. He and **Nick** then left the meeting.

#### Comments from Board Liaison

**Markus** and **Bettsi** told the group that **Garth Ruffner**, a landscape architect, could be engaged to look at our present landscape in the light of recommendations he had made in 2014. What he had to say then influenced the Grounds Vision Document the Board adopted shortly thereafter. He would look at our present landscape, especially the zone 6 pilot area, with **Bettsi**, **Markus** and **Steve**, and then give the Board his professional opinion. The Board was to consider engaging him at its February meeting.

On a different subject, **Steve** stated that there had been extensive negotiations leading to the Carson 2022 contract, and that president **John Baker** had led them for Nepenthe Association.

#### Shrub Removal and Remediation in Zone 7

**Steve** had sent to the committee Carson's proposal for such work. Solveig had designated two alleys there. She moved that the committee recommend the Board approve it for Area B in the amount of \$29,840. The motion was seconded by **Don L.** All members voted aye, except **Kathleen** and **Liza**, who voted no. (**Liza's** vote was not heard because she had difficulty connecting with the meeting. She later confirmed her vote to **Steve**.)

The meeting adjourned at 4:37.

Respectfully submitted,

Steve Huffman, Chair

Next meeting: February 17 probably via Zoom

#### **Recommendations to the Board**

- Reconsider Carson's proposal for turf remediation in zone 5 in light of the following information from Nick Shebert of Carson Landscape Industries:

The seed to be used is called Delta 90/10 Tall Fescue and contains 90 percent a combination of three fescues and 10 percent bluegrass. The blend is superior to alternatives – Bermuda, rye and all bluegrass – because unlike them, the blend spreads via underground rhizomes which develop deep roots and make it drought tolerant and needing less frequent watering. A product named RGF has been suggested. It's a brand name and would cost about 25 percent more than what Carson recommends.

- Approve Carson's proposal for improvements to the landscaping around the water valve in zone 5 in the amount of \$2,765.
- Approve Carson's proposal for shrub removal and remediation in Area B of zone 7 in the amount of \$29,840.

1/20/22

Nepenthe Association Grounds Committee

Re: Grounds Committee meeting 1/20/2022

Thank you for the opportunity to provide information at your meeting. Carson Landscape is here to support the Association in meeting its goals, we are happy to provide pricing, install and maintain any plant material requested. As a professional resource we can provide advice and recommendations for anything being considered.

As per our discussion today regarding Turf Remediation. The type of sod or seed blend we use is a mixture of 90-95% Dwarf Tall Fescues (Turf Type Tall Fescue) and 5-10 % Kentucky Bluegrass (see attached info sheet). The Dwarf Tall Fescue in the blends are considered drought tolerant and generally require less water to keep them looking green and healthy than the type of grasses that are predominant in your community now. Kentucky Bluegrass is added to provide a more pleasing texture, darker green color and faster spreading regrowth.

What you have now in many areas would be classified as high water use turf because of the shallow rooting characteristics that requires frequent irrigation during the summer to prevent dieback.

Rhizomatous Tall (RTF) Fescue is a "brand" name for a Dwarf Tall Fescue seed/sod that is noted for its deep rooting and drought tolerance. The blend of seed/sod that we typically use is very similar to this and has these characteristics. We can use a mixture with "RTF" named seeds in it, but it is roughly 25% more in cost.

When we talk about drought tolerance and lower water use it must be understood that drought tolerance in plants is a plant that has the ability to survive periods of low water (drought) and not die. During this period, they may go into dormancy and may not look as attractive as when water is readily available. Drought tolerant plants are able to re-grow and reproduce when water is re-established. During low water the plants may lose color, have reduced flowering, and may have partial die back. When water is available, they can recover, provide new growth flushes and flower in order to try to reproduce. Landscapes with drought tolerant plants growing in low water conditions will have a different more "natural" wild look to them than other plant selections or when ample water is available.



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## 90/10 Tall Fescue

Penn RK4 Tall Fescue  
Rebel XLR Tall Fescue  
Firecracker SLS Tall Fescue  
Ridgeline Kentucky Bluegrass

- TWCA and A-List Turf certified varieties provide superior drought tolerance with deep water seeking roots
- Salt Tolerant Lateral Spread (SLS) varieties provide enhanced plant density and recovery in high traffic areas
- Dark green color year round, adapts to shade and winters well
- Low maintenance with very little thatch buildup
- Excellent heat tolerance and improved disease resistance
- Mowing height as low as 1-1/2 to 2 inches



P.O. Box 307 • Stockton, California 95201 • (800) 637-8873 • [www.deltabluegrass.com](http://www.deltabluegrass.com)

Updated 02/19/2018

Carson's opinion on alternative turf options that were suggested by others:

## Kurapia

Kurapia is a low growing plant that is being marketed as a low water alternative to turf. Grows 3-4" tall and produces numerous white flowers.

Our experience with Kurapia is the flowers attract bees and it isn't particularly attractive. It isn't well suited for being walked on. Attached is a photo of an area in Elk Grove planted about 5 years ago. Only grassy weeds can be controlled with post emergent herbicides, so any broadleaf weed has to be hand pulled.





## Myoporum

Myoporum is a similar ground cover plant but grows taller, about 8-12" tall and is woody in texture. It also produces small white flowers that attracts bees.

Our experience with Myoporum is that its leaves and stems are very sticky. Anything that blows in it tends to stick and is difficult to remove. Its woody growth can be unattractive over time. Bees can also be a problem

Myoporum growing in HOA near Rocklin.





## Buffalograss

Buffalograss is a warm-season grass meaning it goes dormant and brown in the winter like Bermudagrass. It does best in full sun and does poorly when wet. Although the grass was bred and developed by researchers at UC Davis, it does best in warmer dryer climates of Southern CA and AZ, the developers own website shows a map of its ideal growing area shown below.

### UC Verde® Is Born

'Legacy' was followed in late 2003 by UC Verde®, an introduction from the University of California and a selection specifically bred for most of California and the low desert valleys, including Phoenix, Arizona. This cultivar was the result of years of research at UC Davis and Riverside. 'UC Verde®' has been shown to get by on 12" of water per year and maybe less, makes a beautiful groomed turf at 2-3" tall, or it may be grown as a short meadow at 6 to 8" in height.

### Sustainable Features Include:

UC Verde® is the ONLY buffalograss that was bred in California for California's unique climate, making it an ideal and sustainable lawn substitute.



Davis CA Lawn planted with UC Verde Buffalograss April 2019

Dwarf Tall Fescue in lower basin because of wetter area



## ILS Committee Meeting

Date: 01/11/22 Time: 5:30

### Attendees:

Nancy Arndorfer – Chairperson	Peter Pelkofer - Member
William Olmsted – Member	Peter Lewicki – Member
Jerry Dunn - Member	Leslie Arnal - Member
Ashley Tangerass – Board Liaison	John Baker - President
Bettsi Ledesma – G M	

Approved minutes from previous November meeting.

Insurance – Flood Insurance was renewed in December with an increase in cost.

### Board Items:

1. Additional Lighting in Common Areas - Will try samples of different lights in one driveway to determine effectiveness – Peter Pelkofer will lead project.
2. Expanding Patrol Service within the Community – Bettsi and Ashley have had discussions with the Park Corp and will do further exploration. Peter Lewicki has had good experience with current service at closing time in pool area.
3. Installing Cameras on Main Intersections – Jerry Dunn met with Sacramento Business Security Systems. They performed a goggle map survey of Nepenthe and determined due to all of the exit streets and pathways, a camera system would be too expensive and ineffective. There would be privacy issues as well.
4. Perimeter Fencing – The same problem of having too many entry and exits exists for fencing that would be effective enough for preventing thefts including area 7 along the river levee. We will still explore the fencing cost for area 7 however.

Peter Pelkofer Lighting Report - Peter provided an extensive report on various light bulbs that could be used with our current lolly-pop lights. He was given permission to buy a few bulbs for experimentation purposes so we can determine their effectiveness. This will be completed before our next meeting. A copy of his report along with his recommendations will be provided to the board for consideration.

New Business - Neighborhood Watch – Efforts working with the city have provided little success. It was determined we would have better success with smaller alley groups than trying to implement a much larger HOA Watch Group. Suggestions have already been provided in the HOA Newsletter with more tips to follow in the future.

Meeting adjourned. Next meeting scheduled for February 8, 2022

## **REPORT AND RECOMMENDATIONS**

### **RE: Nepenthe “Lollypop” Lighting**

Peter Pelkofer,  
Member of Insurance, Legal and Safety Committee  
December 7, 2021

#### **Recommendations:**

1. That the illumination be increase in selected fixtures in particularly dark areas by changing the bulbs to ones with greater lumens.
2. That the photo cells that control the on-off, dusk to dawn use of the light be evaluated to determine proper activation and either clean or replace them to assure appropriate response to light conditions.

#### **About Light Bulbs:**

Incandescent light bulbs were the only option available to replace bulbs in the past and we all understood their brightness by wattage such as 75 or 100 watts. Watts is a measure of the amount of energy used by bulbs. Lumens is the measure of light provided by a bulb, the greater the lumens the brighter the light. Modern light bulbs are either CFL or LED. CFLs are a type of fluorescent light, a smaller version of the long tubes you are probably familiar with, that produce light by passing electricity through a tube filled with mercury and argon gas. LED lights are a solid state lighting which produces light through diodes or semiconductors. LED bulbs cost more than CFL bulbs but last much longer. The color of the light emitted by bulbs is measured in Kelvins and referred to as soft to bright white.

#### **Demonstration /Model:**

A model/ mockup lighting box is available to demonstrate the lumens and kelvins of various CFL and Led bulbs.

#### **Objective:**

This report and its recommendations is an attempt to address the concerns expressed by some residents to the Insurance, Legal and Safety Committee “that the common area is too dark at night”, and “that brighter lighting would deter criminal activity”.



## **Background**

Our current area lighting consist of the 632 appropriately nick-named “lollypop fixtures”. They are a metal pole topped with a white opaque acrylic sphere. Illumination is provided by a CFL or fluorescent bulb.

A 2017 Ad-Hoc Lighting Committee did a comprehensive review of the lollypop lighting. A copy of their final report is attached. They considered everything from total replacement of the fixtures to changing the light bulbs and the cost and consequences of each including the limitations imposed by the City of Sacramento’s “Dark Sky” policy and California Title 24 environmental regulations.

After studying their report it is clear that circumstances have not changed and all their recommendations are still valid. It does appear, however, that we might increase the illumination by changing the spheres from opaque to clear or by increasing the lumens of the light bulbs. My research was limited to those ideas.

I started by testing, using a light meter, the light emitted from a number of fixtures in Nepenthe and also in the villages of Campus Commons and University Park. Generally speaking individual fixtures provided about the same amount of light. I did find a few examples in Nepenthe of significantly brighter lights. Testing in the villages of Campus Commons also showed brighter lighting, primarily because of more transparent globes and what appeared to be LED bulbs.

The bulbs currently in use in our lollypops are CFLs. The previous lighting committee suggested we maintain the semi opaque globes to hide the “ugly twisting” CFL bulbs. I agree we should maintain the globes for both looks and to avoid the cost of replacing them. I have therefore directed my efforts and research to providing alternative bulbs for a brighter illumination.

The bulbs currently in use, based on one provided by the Office is a GE Energy Smart 20W rated at 1250 lumens. (75w replacement). The Ad Hoc Committee had recommended 75W /Equivalent (1250 lumens) Soft White (2700 Kelvins spiral light bulbs. Soft White -2700 Kelvins is more pleasing, but doesn’t produce a bright a light. For use in Nepenthe, Increasing the Kelvins should not be a major concern since the opaque globes housing the bulb soften the light.

### **Possible Replacement Bulbs**

Replacements for consideration of the Board if they wish to accept my recommendation to increase brightness are:

#### **CFL:**

40W 2600 Lumens (150W replacement) 5000K

40W 2600 Lumens (150W replacement) 2700K

23W 1600 Lumens (100W replacement) 2700K

#### **LED:**

20W 2300 Lumens (150W replacement) 2700K

18W 1600 Lumens (100W replacement) 4000K

11.5W 1100 Lumens ( 75W replacement) 2700K

Examples of each are available for demonstration in the model/mock-up.

### **Lighting Control**

In the process of observing the fixtures throughout Nepenthe, I became aware that many of the lights were on during the day. Not just in the early morning or evening, but at noon and thereafter on bright sunlit days. I learned they were controlled by photo cells and it was obvious the cells were not working properly. These incidents of “day lights” were observed regularly on my daily walks through Nepenthe. This “day lighting” appears to be a energy cost waste, hence my recommendation the photo cell controls be evaluated.

### **Attachment:**

Report of the Ad-Hoc Committee-Lighting August 2017 (without attachments)

Comparison Chart – LED to CFL Bulbs

Nepenthe Photo Cell Zones and Locations

## **Ad-Hoc Committee – Lighting**

### **Final Report**

#### **Common Area Free-Standing Lights – “Lollipops”**

**August 29, 2017**

### **1. Overview**

The charge to the Ad-Hoc Committee – Lighting includes the following item under **Scope**:

Stand-alone lighting to replace the current “lollipop” fixtures. Final report due to the office August 30.

**Important considerations** related to this item include:

- Compatibility of fixture design with our architecture and landscape
- Safety of residents and guests
- Energy costs

The **final report** should include the following:

- Regarding stand-alone lighting:
  - A map showing new locations
  - The specifications for recommended new fixtures with a photo
  - Power sources to be utilized (solar?)
  - Power consumption new fixtures, compared to what the current fixtures consume
  - Estimated savings in electricity
  - Estimated investment to replace all the current fixtures



## **2. Statement of Findings**

Regarding the free-standing lights, the committee researched four replacement options, the use of one alternative energy source and the addition of new fixture locations.

- 1) Replacement of all fixture components including wiring, poles and luminaries;
- 2) Replacement of the luminary component;
- 3) Incorporate "dark sky" and other safety characteristics into the existing globe luminaries including: fully shielding the light source/bulb preventing unsafe/disabling glare and ensuring light beam faces downward perpendicular to the ground to avoid light pollution above the head of the luminaire;
- 4) Updating all current fixtures to meet previously recommended standards for type of fixture (translucent/frosted white vs. transparent/clear), all necessary hardware and energy efficient bulbs in the recommended lumens and kelvins.
- 5) Determine if electricity costs could be reduced by the use of solar energy.
- 6) Research feasibility of adding light fixtures in identified dark areas in the community.

**See below for results regarding each option:**

### **1) Replacement of all fixture components including wiring, poles and luminaries.**

Preliminary assumptions included potential energy and cost savings to be realized by updating the free-standing pole light fixtures in total. In an analysis performed by SMUD, it was determined we are already operating at near maximum efficiency; as such, we are not eligible for any rebates or incentives. It was also determined the cost to replace all components would be incredibly expensive – resulting in a decades long return on the investment, not to mention the lights would have to meet current California Title 24 requirements. One significant result of meeting Title 24 involves the loss of our current "dusk-to-dawn" feature – in favor of a six-hour maximum illumination. (See Attachment 1.A & 1.B)

2) Replacement of the luminary component.

Initial research focused on California Title 24 requirements and whether we are bound by this code if total or partial replacement of the fixtures is pursued. Connie Samla, SMUD Lighting Specialist, assisted the committee in determining our legal obligations regarding Title 24. We also gained clarification from the California Energy Commission regarding available exceptions for the community and from the City of Sacramento regarding zoning classification. The result being we ARE bound by Title 24 requirements. There was one *possible* exception, however it was rendered moot by the next point. (See Attachment 2.A, 2.B & 2.C)

Utilizing the previously developed list of criteria as a guide, the committee conducted an extensive internet search to identify appropriate light fixtures; those meeting standards of the newly developed criteria and Title 24. Options meeting all criteria are few with virtually none that fit the style of the community or the height of the current fixtures. Committee members viewed fixture options installed locally. (See Attachment 2.D & 2.E)

3) Incorporate "dark sky" characteristics into the existing globe luminaries.

Attempts to locate appropriate fixture elements that could "convert" the existing globes to meet "dark sky" requirements proved unsuccessful. The technology does not currently exist. (See Attachment 3.A & 3.B)

4) Updating all current fixtures to meet previously approved standards for type of fixture (translucent/frosted white vs. transparent/clear), all necessary hardware and energy efficient bulbs in the recommended lumens and kelvins.

A cost comparison was performed and quotes obtained for purchasing the various fixture elements including: the globe and light bulbs. (See Attachment 4.A, 4.B, 4.C & 4.D)

5) Determine if electricity costs could be reduced by the use of solar energy.

Working with a local solar contractor, the committee requested a proposal for utilizing solar energy for the Association building and Dunbarton Cabana. The result shows it is not feasible to move any of our current facilities over to solar due to a variety of factors including: lack of sun on rooftops from trees at the Dunbarton location, non-profit status eliminates incentives, high cost to install at \$60k for Association building and 20 year return on investment. (See Attachment 5.A & 5.B)



6) Research feasibility of adding light fixtures in identified dark areas in the community.

The result of our research shows it is not feasible to enhance Nepenthe common area light coverage by adding new light fixtures or relocating existing ones due to both State Title 24 energy efficiency regulations and City "dark sky" requirements. Any augmentation and alteration of existing lighting systems must comply with the same State rules for new outdoor lighting systems; e.g. maximum wattage level assessments, multilevel occupancy controls (brightness goes up/down depending on movement), and possible automatic shut-off after a period of continued illumination not to exceed six hours. The application of any Title 24 exceptions to automated occupancy controls would initially require a Nepenthe-wide photometric analysis to determine acceptable placements for added post lights. In addition, the City considers the Nepenthe common areas to be zoned non-residential – requiring new light posts comply with up-light (dark sky) and glare (shielded light source) restrictions. (See Attachment 6.A)

**3. Recommendations**

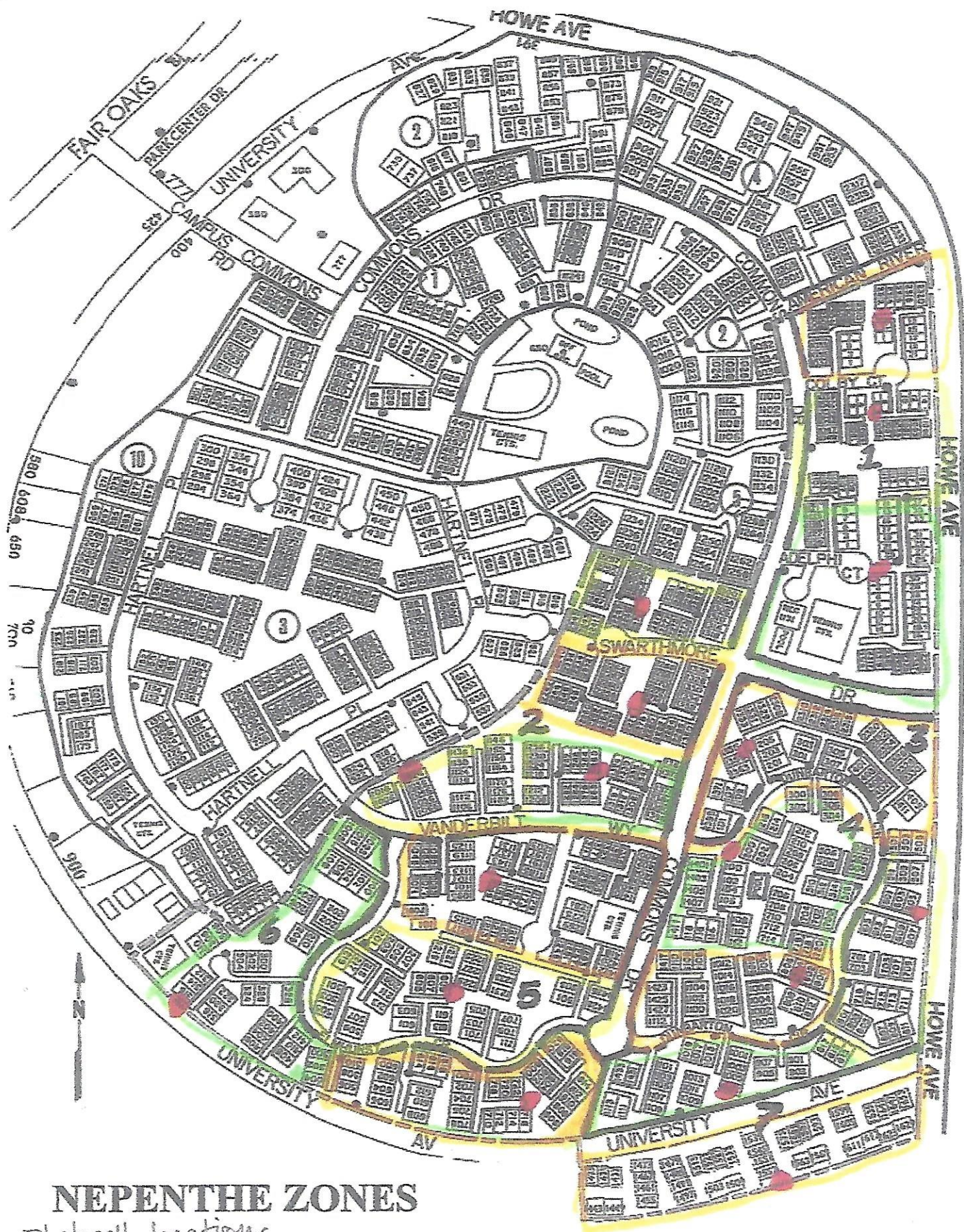
- We propose the Board consider implementation of option 4 above to include updating all existing fixtures to meet previously approved standards for type of fixture (translucent/frosted white vs. transparent/clear), all necessary hardware and energy efficient bulbs in the recommended lumens and kelvins.
- We recommend contacting Edith Aiken Company (edee.com) to obtain a current quote to purchase and ship 640 12" White Smooth Acrylic (not Polycarbonate) Sphere's.
- We recommend ordering 640 bulbs in the approved lumens and kelvins, however subsequent to our recommendations being submitted to the Grounds Committee, new information has come to light regarding use of LED bulbs in the existing enclosed globe fixtures that warrants a change to the following: CFL 75W (1250 lumens) Soft White (2700 Kelvins) spiral light bulb.
- We recommend the modified specifications for replacement light bulbs be included in the Grounds Committee/Nepenthe HOA maintenance and supply records - CFL 75W (1250 lumens) Soft White (2700 Kelvins) spiral light bulb.
- We suggest continued pruning of landscape around existing light fixtures to maximize visibility in alleys, etc.
- We recommend a subsequent Ad Hoc Committee be convened at specified intervals in the future to research current California regulations and availability of

light fixture options that meet those regulations. Quite simply – the marketplace and available technology has not caught up with California's Title 24 requirements!

## Comparison Chart

BASIS FOR COMPARISON	LED BULBS	CFL BULBS
Meaning	LED bulbs refer to the light source that is made up of a combination of tiny solid-state semiconductors.	CFL bulbs are the artificial lighting devices that emerged as an alternative to the incandescent light bulb.
Expands to	Light Emitting Diode bulbs	Compact Fluorescent light bulbs
Efficiency	High	Comparatively less
Saving	Up to 80% a year in energy costs	Up to 75% a year in energy costs
Life Span (in hours)	50000 hours	8000 hours
Electricity Consumption (equal to a 60-watt bulb)	6 to 8 Watts	13 to 15 Watts
Cost	Less	Comparatively High
Presence of Toxic Mercury	No	Yes
Sensitivity to Low Temperature	No	Yes
Time to Start	It glows instantly when the button is switched on.	It takes time to warm up.
On/Off Cycling	Does not affect its life hours	May affect its life hours
Durability	Highly Durable	Fragile i.e. glass can be broken easily
Heat	It remains cool	It gets heated up quickly





## NEPENTHE ZONES

Photocell locations



**NEPENTHE ASSOCIATION  
OUTREACH COMMITTEE MEETING  
January 18, 2022 5:00 PM  
Zoom Meeting**

<b>A G E N D A</b>
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**I. CALL TO ORDER**

Present	Absent	Committee Members
X		Emily Mah-Nakanishi, Chair
X		John Donovan, Secretary
	X	Mary Gray, Board Liaison
X		Margaret Flynn
X		Jackie Grebitus
X		Cher Kurtz
X		Cheryl Nelson
X		Deborah Russell

Guest: Karen Lowry

**II. ANNOUNCEMENTS**

- Outreach committee meetings will be on Zoom until further notice

**III. REPORTS**

- January board meeting recap
  - i. Welcome new community members
    - Welcome card/email for new members. Suggestions: include tip sheet, latest monthly newsletter, contact info or business cards for key contacts.
  - Neighbor 2 Neighbor Holiday event
    - i. It was two-hour event and sold out. Thanks to the volunteers!

**IV. HOMEOWNER FORUM**

- No issues were brought forward

**V. UNFINISHED BUSINESS**

- February "Meet Your Neighbor" segment
- Brainstorm Upcoming Events
  - i. Spring Egg Hunt
    - Wait and see, for now.
    - It could be fairly simple and not require too much advance planning
  - ii. 50<sup>th</sup> Anniversary of Nepenthe
    - Event will need a few months of lead time (summer or later)
    - Look for ways to mention anniversary or add in a Nepenthe historical fact in newsletter
    - Explore options for 50<sup>th</sup> anniversary banner at clubhouse and identify associated budget request
    - Committee will review 40<sup>th</sup> anniversary binder
  - iii. July 4th parade
  - iv. Music by the Pool – Begin planning. Request band suggestions from community?

- v. Community Forum
  - vi. Halloween
  - vii. Holiday Party
  - viii. Discuss outreach budget in future meetings
- VI. RECOMMENDED ACTION(S) FOR THE BOARD OR REQUESTS OF THE BOARD
  - None
- VII. NEXT MEETING: February 15th at 5:00
- VIII. ADJOURNED 5:57