

## NEPENTHE ASSOCIATION

### Open Session Nepenthe Board of Directors

August 3, 2022 6:00 PM  
Nepenthe Clubhouse  
1131 Commons Drive  
Sacramento, 95825

#### BOARD OF DIRECTORS MEETING - OPEN SESSION AGENDA

*The following items may be addressed in Executive Session in accordance with California Civil Code 4935(a):*

- *Litigation*
- *Matters relating to formation of contract with third parties*
- *Member Discipline*
- *Personnel matters*

#### I. CALL TO ORDER

##### MEETING PLACE:

1131 Commons Drive, Sacramento, CA 95825

OR

Join Zoom Meeting

<https://us02web.zoom.us/j/88272111861?pwd=bDJDa1MyUwQ0ZPSU81Y05jeVF6dz09>

Meeting ID: 882 7211 1861

Passcode: 620373

OR Dial in

+1 669 900 6833

##### 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.

##### PRESIDENT'S MESSAGE

##### ANNOUNCEMENTS FROM THE BOARD

The Directors will use this time to provide updates and information.

## II. SPECIAL ORDER

### A. MAINTENANCE OF LEVEE SLOPE

#### Background

The Board considered proposals from surveyors to stake the boundary line between Nepenthe and the portion of the levee maintained by the American River Flood Control District (ARFCD).

Since the American River Flood Control District has taken over the maintenance of the levee slope, there has been some confusion about where Nepenthe's boundary line sits at the toe of the levee. Per Board request, management has obtained proposals from two firms to stake the boundary in the field. Having this boundary delineated will aid the Association in meeting its own maintenance requirements.

At the last meeting it was agreed to invite a representative from ARFCD to speak to this issue. Tim Kerr, General Manager, from ARFCD will be at the meeting to discuss the maintenance of the levee slope.

#### Supporting Documents

<a href="#">📎 Proposal Stake Property Line CNA.pdf</a>	9
<a href="#">📎 Proposal Stake Property Line Klima.pdf</a>	14
<a href="#">📎 Email to Owners re Levee Maintenance Jan 21.pdf</a>	16
<a href="#">📎 ARFCD Nepenthe Parcel.pdf</a>	18

## III. EXECUTIVE SESSION ACKNOWLEDGEMENT/ANNOUNCEMENT

#### Background

In accordance with Civil Code Section 4935(a) the Board met in Executive Session on August 3, 2022 in order to consider litigation, matters relating to the formation of contracts with third parties, member discipline, personnel matters, or to meet with a member, upon the member's request, regarding the member's payment of assessments, as specified in Civil Code. The directors reviewed the delinquency report and the member compliance report.

## IV. COMMITTEE UPDATES

The committee minutes for meetings held in July are enclosed.

#### Supporting Documents

<a href="#">📎 July 2022 ARC Minutes.pdf</a>	20
<a href="#">📎 July 2022 Finance Committee Minutes.pdf</a>	24
<a href="#">📎 July 2022 Grounds Committee Minutes.pdf</a>	28
<a href="#">📎 July 2022 Insurance Legal and Safety Committee Min.pdf</a>	36
<a href="#">📎 July 2022 Outreach Minutes.pdf</a>	38

## V. REPORTS

Please see enclosed reports:

Manager Operations Report

Notice of Alleged Violation from City of Sacramento

CAI Educational Luncheon Invitation

Reserve Tracker

Landscape Service Schedule

Master Calendar July and August

Work Order Report, 6-27-22 - 7-27-22

**Supporting Documents**

 [Management Report.2022-08-03.docx](#) ..... 42

 [20220629\\_NOTICE OF ALLEGED VIOLATION.pdf](#) ..... 45

 [CAI Educational Event.pdf](#) ..... 53

 [2022 Reserve Tracker 2022-07-21.pdf](#) ..... 56

 [Carson Service Schedule August 2022.pdf](#) ..... 58

 [Work Orders 6-27-2022 - 7-27-2022.pdf](#) ..... 60

**VI. HOMEOWNER FORUM**

In accordance with California Civil Code 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/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 4920(a), or a total of twenty (20) minutes will be granted for all to address the Board of Directors regarding items of interest or concern.

**VII. HOMEOWNER CORRESPONDENCE**

**Supporting Documents**

 [Correspondence - Kathryn Schmid.docx](#) ..... 72

**VIII. CONSENT CALENDAR**

**Background**

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.

**Proposed Resolution**

The Board approves Consent Calendar Items A to C as presented, excepting therefrom Item B. Financial Statements which is tabled.

**A. APPROVAL OF MINUTES**

**Proposed Resolution**

The Open Session Minutes dated July 6, 2022 are approved as presented.

**Supporting Documents**

**B. FINANCIAL STATEMENT**

**Background**

The financial reports have been delivered to the directors under separate cover.

**Proposed Resolution**

The Board further accepts the Association’s income statement for June 2022, comparing actual results to budget, reserve statement, bank statements and reconciliations, check history report and general ledger as presented, subject to an annual audit. The report reflects a year to date net operating income of **-\$139,832** and year-to-date reserve funding of **\$1,125,720** compared to the year-to-date reserve funding budget of **\$1,125,720**. The actual year-to-date operating expenses were **\$787,532**. The budgeted year-to-date operating expenses were **\$837,834**. The association has **\$254,679** in operating funds, which represents **.78 months** of budgeted expenses and reserve contributions. The association has **\$11,165,935** in reserve funds.

**C. ARCHITECTURAL APPROVALS**

**Proposed Resolution**

The Board confirms the recommendations of the committee as noted below:

214 Dunbarton Circle	Solar Tube	Approved
1012 Dunbarton Circle	Windows Replacements	Conditionally Approved
1443 University Ave.	HVAC System	Approved-Emergency
712 Dunbarton Circle	A/C Compressor	Approved-Emergency

**IX. UNFINISHED BUSINESS**

**A. CONTRACT INCREASE REQUEST FROM CUSTOM CARE CLEANING**

**Background**

At the last open session, the Board reviewed the request from Custom Care Cleaning for a contract increase. Management was instructed to negotiate with Custom Care to reach a mutually acceptable contract rate. Management will provide the Board with an update.

**Supporting Documents**

**B. DISCUSS RELOCATING FENCES AT 1424 AND 1443 UNIVERSITY FOR IMPROVED SECURITY**

**Background**

There has been a large increase since 2020 of vandalism in the narrow space between the first two Nepenthe units and the apartment complex next door. For many months, there was an individual living in an RV on University that was using the area for a toilet and accessing the spigots belonging to the homeowners in the alley. The lollipop lights in the area have been vandalized multiple times. The replacement globes and fitters for these lights cost close to \$40 for each light pole and then there is the labor to repair each time. The owner of 1443 University has reported finding people in the area engaging in drug use and using matches and lighters, posing a fire threat.

Both homeowners have requested service here on multiple occasions over the last two years to increase the safety.

The Board reviewed this item at the last open session. They charged the Architectural Review Committee

and the Insurance, Legal and Safety Committee with looking at all vulnerable areas in the community and providing the Board with recommended actions to deter vagrants and/or vandals. The ARC provided their review in their minutes. The ILS may have a verbal report for the Board.

Some options offered by management include:

1. Extend the current patios to meet the fence that divides Nepenthe from the apartment complex next door. Cost: \$6,000 to \$9,000 for fencing and irrigation adjustments.
2. Construct a separate fence at the front and back of the "walk through area" to deter vagrants. Cost: Estimated \$4,000
3. Offer to split the cost to extend the current patios with the two affected homeowners. Cost: \$3,000 to \$4,500
4. Landscape with large cobble and boulders to make the path difficult to navigate. Cost: \_\_\_\_\_

These are some available options- the Board has the discretion to do one or none of these items or explore other options for this area. As empowered by the governing documents, the Board shall have the exclusive right and obligation to manage and administer the Common Area, subject to any specific provisions. (CC&Rs Article VI, Section 6.6(a)(ii)(H))

### Supporting Documents

[📎 Area between Nepenthe and apartment complex.pdf](#) ..... 83

## **C. CONSIDER A PROPOSED RULE REGARDING THE SALE OF HOMES - ESTOPPEL PROCESS**

### Background

The Board asked Brad Epstein, the Association's General Counsel, to prepare a draft rule for review. The goal of this rule is to ensure that before a homeowner lists their unit for sale, they obtain an estoppel certificate from the Association. This certification will provide new owners with the assurance that all improvements have been installed in accordance with the architectural criteria and have been approved by the Association. Any compliance concerns such as earth-to-wood contact in the patio can be addressed with the selling homeowner before the new homeowner takes possession, thus minimizing the new homeowner's exposure to possible enforcement actions.

At the last open session, the directors accepted the rule for a 28-day comment period by the membership and the Architectural Review Committee. Some correspondence from homeowners has been received and is enclosed. Due to the impactful nature of the proposed rule change, the committee is requesting more time to prepare its recommendations.

### Proposed Resolution

The Board tables a decision on this item of business until its next meeting on September 7, 2022.

### Supporting Documents

[📎 Estoppel Correspondence - Zimmerman.pdf](#) ..... 85

[📎 Estoppel Correspondence - Kershen.pdf](#) ..... 90

[📎 Proposed Rule Change- Estoppel.docx](#) ..... 92

## **D. LANDSCAPE DESIGN GUIDELINES**

The Board approved the Design Guidelines as recommended by Landscape Architect Garth Ruffner on May 4, 2022. The document was forwarded to Carson Landscape for comment. They have returned their comments. The Board is asked to review the notes and discuss next steps.

The Grounds Committee was also asked to comment, but to date, they have not had to the opportunity to take this up.

### Supporting Documents

[📎 Design Guidelines - carson comments 5.25.22.pdf](#) ..... 98

## X. NEW BUSINESS

### A. PLANT PALETTE

On February 2, 2022, the Board contracted with Landscape Architect Garth Ruffner for certain consulting services. One of the items on the contract was the preparation of a Plant Palette for the Association's review. The draft Plant Palette is provided to the Board for discussion of possible next steps.

### Supporting Documents

[📎 Draft Plant Palette GR 2022-06-13.pdf](#) ..... 103

### B. TREE REMOVAL SITES - REMEDIATION PROPOSALS

Carson Landscape has provided the enclosed proposals to remediate the landscape after the tree removals approved at the May 25 Open Board meeting. The proposals enclosed are recommended for approval by the Grounds Committee. There are seven proposals that are tabled until next month's Grounds Committee meeting.

#### **Recommended for approval:**

- Zone 1: Five proposals totaling \$17,065
- Zone 2: Four proposals totaling \$14,060
- Zone 4: One proposal totaling \$4,775
- Zone 5: Three proposals totaling \$10,825
- Zone 6: Five proposals totaling \$14,470
- Zone 7: Two proposals totaling \$8,290

#### **Tabled by the committee:**

- Zone 3: Four proposals totaling \$13,045
- Zone 4: Two proposals totaling \$3,615
- Zone 5: One proposal totaling \$6,200






















### Proposed Resolution

The Board approves the remediation proposals as listed:

- Zone 1: Five proposals totaling \$17,065
- Zone 2: Four proposals totaling \$14,060
- Zone 4: One proposal totaling \$4,775
- Zone 5: Three proposals totaling \$10,825
- Zone 6: Five proposals totaling \$14,470
- Zone 7: Two proposals totaling \$8,290

For a total cost of \$69,485 payable from Reserves which has an approximate remaining allocation of \$320,845.

### Supporting Documents

<a href="#"> <i>Tree Removal Remediations Recap.pdf</i></a>	105
<a href="#"> <i>Zone 1 11 Adelphi.pdf</i></a>	107
<a href="#"> <i>Zone 1 16 Adelphi.pdf</i></a>	111
<a href="#"> <i>Zone 1 31 Adelphi.pdf</i></a>	114
<a href="#"> <i>Zone 1 1065 Commons.pdf</i></a>	117
<a href="#"> <i>Zone 1 2320 American River.pdf</i></a>	120
<a href="#"> <i>Zone 2 1366 Commons.pdf</i></a>	124
<a href="#"> <i>Zone 2 2271 Swarthmore (1).pdf</i></a>	127
<a href="#"> <i>Zone 2 2271 Swarthmore (2).pdf</i></a>	131
<a href="#"> <i>Zone 2 2273-2275 Swarthmore.pdf</i></a>	135
<a href="#"> <i>Zone 4 1427 Commons.pdf</i></a>	138
<a href="#"> <i>Zone 5 1055 Vanderbilt.pdf</i></a>	142
<a href="#"> <i>Zone 5 1217-1215 Vanderbilt.pdf</i></a>	145
<a href="#"> <i>Zone 5 1231 Vanderbilt.pdf</i></a>	148
<a href="#"> <i>Zone 6 326 Elmhurst.pdf</i></a>	151
<a href="#"> <i>Zone 6 510 Elmhurst.pdf</i></a>	155
<a href="#"> <i>Zone 6 618 Elmhurst.pdf</i></a>	159
<a href="#"> <i>Zone 6 814 Elmhurst.pdf</i></a>	163
<a href="#"> <i>Zone 6 820 Elmhurst.pdf</i></a>	166
<a href="#"> <i>Zone 7 1455 University.pdf</i></a>	169
<a href="#"> <i>Zone 7 1479 University.pdf</i></a>	173

### **C. HOMEOWNER REQUEST RE: TREE REMOVAL - 611 ELMHURST CIRCLE**

Please see the letter from the homeowner of 611 Elmhurst. The Board may wish to advise the contractor (Grove Total Tree Care, a subsidiary of Carson Landscape Industries) that the approval for the removal of Birch Tree 1377 is rescinded or they may wish to proceed with the removal which was approved at the May 25 meeting. By the time of the meeting, there may be a revised report from the Arborist concerning this tree.

### Supporting Documents

<a href="#"> <i>611 Elmhurst - Request from Owner.pdf</i></a>	176
<a href="#"> <i>Portion of Arborist Report dated 3-14-2022.pdf</i></a>	178
<a href="#"> <i>Zone 5 611 Elmhurst.pdf</i></a>	182

**D. PROPOSAL FOR LANDSCAPING - ZONE 5**

Carson Landscape has provided the enclosed proposal for plantings in the alley for 1045 to 1083 Vanderbilt Way.

**Proposed Resolution**

The Board approves the proposal from Carson Landscape for plantings in the alley of 1045-1083 Vanderbilt Way for a fee not to exceed \$12,985, payable from Reserves which an approximate remaining allocation for landscape in the amount of \$320,845.

**Supporting Documents**

[!\[\]\(a96c37451045774b8acbb4da94444bf2\_img.jpg\) \*Zone 5 Alley Landscape Renovation 07.14.22.pdf\* . . . . . 185](#)

**E. PROPOSAL FOR RESERVE STUDY UPDATE**

**Proposed Resolution**

The Board approves the proposal from Browning Reserve Group for the preparation of a Reserve Study Update with no site visit for a fee not to exceed \$1,000 payable from Reserves which has an allocation of \$600 for this work.

**Supporting Documents**

[!\[\]\(e367679c76d4b4217b9e55a66c502de8\_img.jpg\) \*Browning Proposal.pdf\* . . . . . 190](#)

**XI. SECOND HOMEOWNER FORUM**

In accordance with California Civil Code 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/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 4920(a), or a total of twenty (20) minutes will be granted for all to address the Board of Directors regarding items of interest or concern.

**XII. NEXT BOARD MEETING**

The Association’s next open Board meeting will be Wednesday, September 7, 2022 at 6:00 pm.

**XIII. ADJOURN**



## Proposal Stake Property Line CNA.pdf



**CNA ENGINEERING INC.**

CIVIL ENGINEERING LAND SURVEYING PLANNING

CHRIS OLIVEIRA  
RCE 33407

STEPHEN J. NORMAN

June 3, 2022

Bettsi Ledesma  
Nepenthe Association  
1131 Commons Drive  
Sacramento, CA 95825  
Phone: (916) 929-8380  
Email: bettsi.ledesma@fsresidential.com

**Re: 1425 to 1653 University Avenue – Sacramento CA  
Stake Points on Property Line along Levee  
Professional Services Project Proposal**

Dear Bettsi:

CNA Engineering, Inc. is pleased to submit this proposal for your Project. We propose to do the following professional service:

**Stake Points on Line**

- 1. Stake Points on Property Line along Levee to include:
  - a. Review pertinent recorded map(s)
  - b. Compute proposed stake locations (50’ on center – approx. 22 points)
    - 1. Stake out sheet to be reviewed and approved by client
  - c. Access survey control
    - 1. Stake points on line as approved

**\$3,500.00 Fixed Fee**  
+ reimbursables

NOTES:

- Prior to starting the survey / staking scope(s) – CNA Engineering, Inc. requires 100% of said scope(s) of the contract to be paid.
- Plan changes of any kind that are requested and/or required by any entity albeit the owner, architect, contractor, city, county, regulatory agency, etc., will be billed on a time and material basis – see attached fee schedule.
- Contract prices do not include any fees that might be required by the city, county and/or any other entity/agency.
- If needed, client to provide CNA Engineering, Inc. with a current grant deed if our office is unable to obtain one through public records.
- If needed, client to provide CNA Engineering, Inc. with a current title report (no older than 60-days) and chain of title.

- CNA Engineering, Inc. will NOT release plans and such if account is outstanding.
- CNA Engineering, Inc. will bill on a time and materials basis for consultation in-office and/or site meetings / phone calls / emails, etc. with client and/or their agent addressing the project and/or the re-design of project and/or how to do things at the project site – construction administration, etc.
- If project is started and becomes idle for 6 months or more, there will be a re-start fee to be determined at the time of re-start.
- This Contract does not include any of the following items, unless specified in the scope of work:
 

<ol style="list-style-type: none"> <li>1. Survey Control</li> <li>2. Drainage Design and/or Calculations</li> <li>3. Drainage Studies</li> <li>4. Hydraulic Studies</li> <li>5. Sewer Studies</li> <li>6. Water Flow and/or Pressure Studies</li> <li>7. Storm Drain/Water Quality Calculation and Design</li> <li>8. Structural Calculation and Details for Retaining Walls and/or Other Improvements</li> <li>9. Soils Reports</li> <li>10. Biological and/or Archeological Studies</li> <li>11. Arborist Reports</li> <li>12. Construction Staking</li> </ol>	<ol style="list-style-type: none"> <li>13. Acoustical Reports (sound studies)</li> <li>14. Any Other Specific Engineering</li> <li>15. Title Reports or Documents</li> <li>16. Recording of Documents or Maps</li> <li>17. Legal Descriptions</li> <li>18. Dedication Documents</li> <li>19. Right of Entry Documents</li> <li>20. Fees for Permits</li> <li>21. Permit Acquisition</li> <li>22. Dry Utility Design (gas, cable, electric and telephone)</li> <li>23. Boundary Survey</li> <li>24. SWPPP: Storm Water Pollution Prevention Plan</li> <li>25. Site Plan</li> <li>26. Record Drawings</li> </ol>
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**REIMBURSABLE EXPENSES:** Reimbursable expenses are billed in addition to the Contract amount – see attached fee schedule.

**TERMS:** CNA Engineering, Inc. processes bills monthly for work completed. All accounts are due and payable upon receipt. Any account not paid within 30 days of billing date will be subject to finance and interest charges on the unpaid balance per month.

**PAST DUE ACCOUNT:** If account becomes past due more than 30 days all activity on Project will cease. Project will be placed on the in-active job list until account(s) is brought current. There will be no special notice given to Client that work has been halted. If CNA Engineering, Inc. suspends work because of nonpayment, CNA Engineering, Inc. does not assume liability for any damages that may arise as a result of that suspension of work. Once the account is brought current it will go back into the work que and will be worked on accordingly.

**COLLECTION:** If it becomes necessary to seek legal action to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees and court costs in addition to any other relief to which such party may be entitled.

**INDEMNITY:** Client agrees to defend, indemnify and hold CNA Engineering, Inc. its members, officers, agents and employees harmless from any and all claims, demands, liabilities and damages arising from or in any way connected with any incorrect information supplied by Client or any information that Client fails to supply or any breach by Client of the terms of this Agreement.

**ASSIGNMENT:** Neither party hereto may assign its respective rights and obligations hereunder, in whole or in part, without the prior written consent of the other party hereto. Any assignment without such prior written consent shall be deemed null and void. Subject to and without limiting the preceding sentence, this Agreement and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

**CLIENT’S EXCLUSIVE USE:** All work performed by CNA Engineering, Inc. under this Agreement including, but not limited to, the furnishing of findings and reports, (collectively “Information”) is for Client’s exclusive use. Client agrees that in the event disclosure of such Information leads to any claims or litigation to indemnify, defend and hold CNA Engineering, Inc., its members, officers, agents and employees harmless from and against any liability or damages resulting from such disclosure. This provision shall survive expiration or other termination of this Agreement.

**ATTORNEY’S FEES:** In the event any action is commenced to enforce or interpret the terms of this Agreement then, in addition to any other appropriate relief, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs.

**CALIFORNIA LAW:** This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

\* Prices quoted in this proposal are valid for 30 days.

To accept this proposal, please sign below and return to CNA Engineering, Inc. Once received, this signed proposal becomes a binding Contract and this Project will be placed in our work queue.

Respectfully submitted,



\_\_\_\_\_  
Stephen J. Norman, President

June 3, 2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Chris Oliveira, Vice President

June 3, 2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bettsi Ledesma, Client

\_\_\_\_\_  
Date

# CNA Engineering, Inc. – Rates and Fee Schedule

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Effective January 1, 2020

## **PROFESSIONAL SERVICES**

(Hourly)

ENGINEER	\$175.00
PRINCIPAL	\$150.00
SURVEYOR	\$140.00
PROJECT MANAGER	\$120.00
DESIGNER	\$100.00
CAD TECH	\$100.00
ACCOUNTING	\$100.00
CLERICAL	\$75.00
FIELD CREW	\$200.00
OTHER CONSULTANT(S)	\$ cost + 15%
PREVAILING WAGE PROJECTS	\$ to be determined by the project and jurisdiction

## **REIMBURSABLES**

(Cost plus 15% markup)

ADVANCED FEES	\$ cost
STAKES	\$ cost
MONUMENTS	\$ cost
OUTSIDE PHOTOGRAMMETRIC	\$ cost
SHIPPING	\$ cost
COMPUTING SERVICES	\$ cost
MILEAGE	\$(IRS allowable rate)
8 X 11 PRINTS	\$.50 per sheet
11 X 17 PRINTS	\$1.00 per sheet
18 X 26 PRINTS	\$2.00 per sheet
24 X 36 PRINTS	\$2.00 per sheet
MYLAR PRINTS	\$20.00 per sheet
PHOTO COPIES	\$.10 per sheet
REALQUEST (deed/property research)	\$5.50 per sheet
OUTSIDE PRINTING	\$ cost
DISK COPY OF PROJECT	\$10.00
TRAVEL (lodging, meals, etc.)	\$ cost

**The rates listed above are subject to change at the discretion of CNA Engineering, Inc.**

## Proposal Stake Property Line Klima.pdf

Below is the cost to stake out the southerly boundary line per the subdivision map.

**Task 1 Boundary Search & Survey Stake \$3200**

Perform boundary search locating any set markers in the area. Perform a Boundary Resolution. Stake the southerly boundary line at angle points and intermediate line points for a line of sight. All found markers will be flagged and a temporary wood lath set next to points.

**Task 2 Record of Survey \$4300**

Create & process a survey map with the County Surveyor's Department. Set permanent markers. County map check and recording fees of \$1800+/- included in cost.

Task 2 above is not required and is only if you/the HOA wants or needs to have an official document filed with the County. If staking the line per Task 1 will satisfy this request, then Task 2 is void.

I can send you a formal Agreement if you would like to proceed.

Let me know if you have any questions or concerns.

***Thank you!***

***Kristopher Klima, LS 8602***  
***[www.klimalandsurveys.com](http://www.klimalandsurveys.com)***  
***916.4166338***

**Email to Owners re Levee Maintenance Jan 21.pdf**



Sent January 14, 2021 to all homeowners:

Dear Neighbor,

For many years, Nepenthe Association has planted, mown and irrigated the levee slope, but the authority for the levee maintenance is assigned to the American River Flood Control District (ARFCD) by the US Army Corps of Engineers. Last month at the December 2 Open Session, the Nepenthe Board of Directors voted unanimously to end these practices and allow the ARFCD to take over the maintenance in accordance with applicable regulations.

ARFCD will conduct year-round maintenance activities designed to prevent degradation of the levees' structural stability and to keep the surface of the levees accessible and clearly visible so problems can be detected and flood emergency equipment can be moved in when needed.

In accordance with the National Levee Safety Program, ARFCD will soon be removing excess vegetation including shrubbery and ivy from the levee. They anticipate that the work will take place over the course of the next few months. The trees have been permitted to remain and Nepenthe Association has been permitted to run specific drip irrigation to the trees under the direction of an arborist.

Additionally, they are working with Nepenthe's landscapers to identify and remove the irrigation system that the Association had previously installed on the levee. They are doing this work at no cost to Nepenthe Association and, going forward, their field crews will be mowing the levee slope, trimming the trees away from the slope, conducting weed control and rodent abatement for the area.

If you have any questions, please do not hesitate to call me at (916) 929-8380. Thank you.

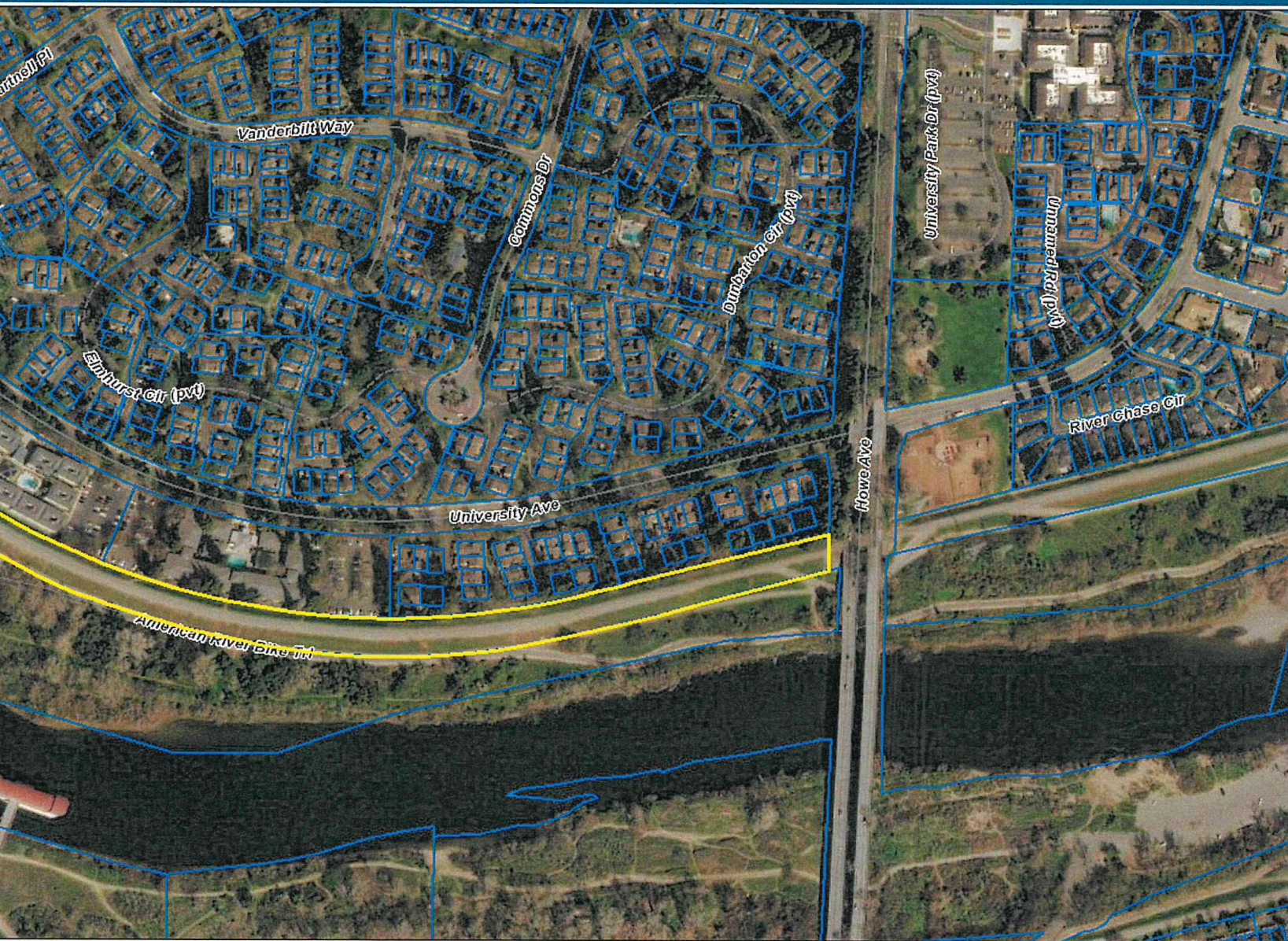
On behalf of the Board of Directors,

Betsi Ledesma, General Manager

## ARFCD Nepenthe Parcel.pdf

APN: 29500400120000

Print date: 7/26/2022



obtained by any user thereof. The County of Sacramento does not warrant the accuracy or completeness of this map product and therefore disclaims all liability for its fitness of use.

## July 2022 ARC Minutes.pdf

## NEPENTHE ARCHITECTURAL REVIEW COMMITTEE MINUTES

Thursday, July 14, 2022 at 5:30 p.m., conducted in person and via videoconferencing

**Members present:** Alan Watters, chairperson; Allen Davenport; Ken Luttrell; Pat Singer, secretary.

**Absent:** Lee Blachowicz

**Also Present:** General Community Manager: Bettsi Ledesma; Board Liaison: Markus Dascher; Residents: Michele L. Pascoe, Gary Van Meter

Meeting was convened at 5:30 pm.

**A.1. Introductions:** Welcome to new committee member Allen Davenport! At the chair's request, new member Allen Davenport graciously agreed to recuse himself from voting at this meeting because there had not been time to meet and familiarize him with ARC functions.

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

1. **1016 Dunbarton Circle**– Windows replacement in this 5500A model. Using six Milgard Tuscan windows and three sliding doors, a narrow sidelight window using a Milgard's Style Line and a fabricated kitchen garden window. The contractor is to be Capital Glass and Construction of Sacramento. Proposed living room window does not match the current window configuration. The Committee found the proposal confusing and informed resident that currently proposed living room window is noncompliant. The Committee agreed to postpone decision until all information is collected and reviewed.

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

1. **214 Dunbarton Circle**– Solar tube installation in this 4400 model; requested is the installation of a Solatube 160 ISn solar tube, the 10-inch diameter model with the rooftop solar-cell-powered night light. This model has been previously approved by committee and Board. The contractor is to be JMJ Natural Lighting of Rancho Cordova. Nepenthe's roof penetration policy will apply, that is, if the solar tube leaks or if there is water intrusion from the installation, all the responsibility and cost to repair is the homeowner's. At the meeting the homeowner provided information on the model to be installed. A second vote was conducted by email on July 21, 2022. **Approval Recommended.**
2. **1012 Dunbarton Circle**– Windows replacement in this 3300 Model. Install three Anlin Del Mar windows and three Anlin Malibu sliding doors, all in bronze exterior color. Northwest Exteriors is to be the contractor. The initial proposal called for changing the window configuration in a manner not supported by the Guidelines, which was not acceptable to the Committee. Mr. Van Meter has submitted a revised proposal in which the new windows will match the existing

window configuration. **Approval Recommended with the Condition that the new windows match the existing original window configurations.**

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

1. **1443 University Avenue** – HVAC replacement with emergency status in this 7700 model. Installation is requested of a Trane 15 SEER split heat pump. The existing refrigerant line set is to be re-used, and no new wiring needs to be run on the exterior. The condenser will be in the original location. The contractor is to be Fox Family Heating & Air. **Emergency Approval granted July 4, 2022.**
2. **712 Dunbarton Circle** – HVAC repair with emergency status in this 4400 model. The initial plan was to convert from a gas furnace and electric A/C to a heat pump, but this plan did not conform to Nepenthe requirements, as well as presenting technical problems the contractor was not prepared to deal with. A more ready solution was to replace the air conditioning component only with a new Trane air conditioner, with the new compressor being smaller than the previous one and to be placed in the original location. The existing refrigerant line set will be re-used and no new wiring is necessary. The contractor is to be Jaguar Heating & Air. **Emergency Approval Granted on July 21, 2022.**

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

**C. Old Business:** none.

**D. New Business:**

1. At its meeting, the Board proposed and ordered published for a 30-day notice period an Architectural Compliance Estoppel Rule, based on Section 4.15 of the CC&Rs. The process would have ARC members inspect and record findings. The four pages of forms were appended to the July newsletter. Many items are not under ARC control and the Committee requests the Board to provide clarification of the roles and responsibilities the ARC is to play in this process. Comments from ARC are due back to the Board for their September meeting.

The Committee requested Markus to obtain clarification from the Board regarding their expectation of ARC responsibilities in this matter; the ARC will produce an updated Compliance Estoppel Checklist for comments.

2. The July Board Agenda's New Business Item  
"E. DISCUSS RELOCATING FENCES AT 1424 AND 1443 UNIVERSITY FOR IMPROVED SECURITY." The Board is considering building two fences at 1443 University to prevent access between University Ave., the alley and the American River Parkway levee. There are other unfenced common areas that are drawing unhoused individuals as well. Please refer to the July 6 Board Packet on nepenthehoa.com under Governance and Board Meetings.

Discussion was had. The ARC understands that the Insurance, Legal, and Safety Committee will look into the situation and apply its expertise. The ARC does not normally oversee fencing repairs or additions.

3. Pat Singer has revised the list of Screen, etc. Doors and requires review by the ARC. Tabled for future review/discussion.
4. Proposal to require copies of Building Permits to be kept on file by HOA (Pat Singer). Tabled for further discussion.

**E. Notices of Completion:** Alan signed several.

Meeting adjourned at 6:40 pm.

Respectfully submitted, Pat Singer, A.R.C. secretary

## **July 2022 Finance Committee Minutes.pdf**



## Agenda – Finance Committee Meeting

July 25, 2022, 4:30 pm

Present at last meeting: Aubrey Lara (m), Susan Timmer (m), Will Vizzard (m), Tara Zimmerman (m), Mary Gray (m), Peter Pelkofer (m), Ashley Tangeraas (Board liaison), Jackie Grebitus (Board Treasurer), Bettsi Ledesma, Manager, Jim Dunifon (First Service); Observers: Karen Lowrey, Christina George, Cheryl Nelson, John Baker, Don

- 1) Approval of May minutes – Approved via email
- 2) Introductions
  - a. Committee members introduced themselves: Susan Timmer (Chair), Will Vizzard, Aubrey Lara, Tara Zimmerman, Mary Gray, Peter Pelkofer
  - b. Board liaison- Ashley Tangeraas
  - c. Treasurer- Jackie Grebitus
- 3) Standards and Practices of Committees, Finance Committee - Timmer briefly reviewed the Standards and Practices Committees and of the Finance Committee, pointing out that we serve to advise the Board.
- 4) How to read Nepenthe financial statements- Jim Dunifon, First Service reviewed our June financial statement, explaining its key sections. He explained that First Services uses primarily a mixed cash basis accounting when processing our financials, not accrual-based accounting. The primary difference between cash basis and accrual basis lies in the timing of when revenues and expenses are recognized. According to Vizzard, Nepenthe used to use an accrual-based method but had trouble monitoring cash flow using the accrual-based method. We now use primarily cash basis so that we know our exact income and expenses for the month, although we do use some accrual-based strategies in special cases (e.g., pre-paid HOA dues, insurance payments).
  - Assessment receivables- Dunifon noted that assessment receivables were trending down, meaning that there were fewer HOA dues that had not been collected.
  - Balance sheet- Dunifon drew attention to the insurance payment which is accrued monthly and paid out in November.
  - Investment report- The investment report shows various accounts and their interest rates. A large amount of money is in a money market sweep account, but these moneys are split among many different banks at a maximum of \$250K per account, in order to ensure coverage by FDIC. Ms. Gray asked who picks where the money goes. In response, Dunifon stated that we contract with an FSF(FirstService Financial) that allows us to bundle our funds with other HOAs and get higher than market rates on CDs and money market accounts. Mr. Vizzard asked whether we were able to buy I-bonds (inflation indexed government bonds) as a corporate entity albeit limited to \$10,000 annual investment. Dunifon said he would check on this and commented that investment instruments that guarantee the principal is key.

Ms. Tangeraas asked about the need to meet the FDIC requirements by limiting account sizes to \$250k. Dunifon responded that they comply with these regulations because of their duty to the HOA but that US Bank has an additional \$1 million bond of secondary insurance to cover defaults above \$250K.

- Reserve fund expense schedule- In July, there will be a reallocation among items from the reserve study that will show the fully funded amounts for the year. Ms. Tangeraas stated that based on her review of the Reserve tracker, she believed the Reserve tracker made it look like we have more money than she believed we actually had. She went on to say that it appears as if the general reserves and interest are allocated amongst the different line items but it is disproportionate to the Browning study. She requested that the reserve tracker be provided as an Excel spreadsheet to the Board to make it easier to review and track expenses. She also asked whether Dunifon could include a column showing pending expenses. Dunifon will take care of these action items and offered to join the Finance Committee meeting next month. Dunifon promised to have an updated fund tracker which will properly allocate general reserves and interest early next week at the latest. Mr. Pelkofer asked if Mr. Browning would be attending any upcoming Board meetings. Ledesma responded that she would see if he could attend next month's meeting.
- Income statement- Dunifon drew the committee's attention to the fact that investments can show a loss, reflected by negative amounts on the income statement. Overall, he noted that we are running at a slight deficit. Ms. Tangeraas asked Mr. Dunifon about the practice of paying for tree trimming out of reserves as it seemed to her a regular expense and should be paid out of operating expenses. Ms. Tangeraas pointed to Davis-Stirling and expressed concern about compliance. Dunifon replied that although it is often paid out of operating expenses, our HOA has many trees, incurring a substantial cost, and the amount needed is inconsistent year over year. Timmer suggested that this topic could be put the agenda for next month's meeting.
- 12-month income statement- This statement details month over month trends for income and expenses.
- General ledger- The general ledger gives information on every transaction for the month.
- GL transaction register- This register lists all journal entries and expenditures for each GL code for the month.
- Receipt statements- This statement lists all checks and credits received during the month.
- GL disbursement report- This report lists all disbursements for the month by GL code.
- AP check history lists all payments made during the month.

Other updates:

- Ms. Ledesma informed the committee that she was preparing the contracts for Phase I siding and fencing repairs and painting.

- Ms. Tangeraas provided a brief PowerPoint introducing herself, her credentials, and listing her own ideas about issues needing to be addressed this year including accounting controls, improving the reserve tracker, considering whether some items funded in reserves should be converted to the operations budget.
  - Water bills: Mr. Vizzard asked about whether we had received any water bills. Ledesma said that we had not received any bills from the city yet, but preliminary analysis revealed that anticipated costs are likely to be approximately \$70/unit per month, which is approximately the same amount as individuals' current city water bill. Once we begin receiving bills from the city for water, individuals' water bills will stop. However, this will result in a rise of HOA dues for this amount. Vizzard asked whether the bills will include sewer and storm drain fees. Ledesma did not know but will follow up.
- 5) Finance Charter and Board liaison- Timmer raised the issue that according to the Finance Charter, the Treasurer is to be appointed as the Finance Committee's liaison to the Board. Discussion about this among committee members and Ms. Tangeraas ensued.
- 6) Meeting adjourned, 6:15 pm
- 7) Next meeting: August 22, 4:30 pm
- 8) Link to meeting recording: <https://nepenthehoa.com/finance-committee/>

## July 2022 Grounds Committee Minutes.pdf

Grounds Committee Meeting Minutes  
July 21, 2022 @ 3:00 PM  
Nepenthe Clubhouse & Via Zoom

**Members Present**

Christina George, Chair & Zone 5 Steward  
Linda Cook, Zone 1  
Rick Lawrance, Zone 1  
Diane Durawa, Zone 2  
Jim Shaw, Zone 2  
Lisa Tafoya, Zone 3  
Don Landsittel, Zone 4  
Nina White, Zone 4  
Don Ellwanger, Zone 5  
Joan Trotta, Zone 6  
Kathy Waugh, Zone 6

**Members Absent**

Joleen Hecht, Zone 3  
Solveig Toft, Zone 7

**Also Present**

Cheryl Nelson, Board Liaison  
Bettsi Ledesma, General Manager  
Nick Shebert, Carson  
Jason, Carson

**Homeowners Present**

Betty and Richard Johnson, Sue Henderson, Maureen White, Charles Weigel, Pam Livingston, Nancy Arndorfer, Peter Pelkofer, Judy Brewington, Beverley Fein, Patty Drosins, Steve Huffman, Mary Morrison, Jo Weber, Beverly Fein

**AGENDA ITEMS**

**Christina** called the meeting to order at 3:00.

**Minutes of Committee Meeting May 19, 2022 (Chair: Steve Huffman)**

**Diane** made a motion to approve and was seconded by **Joan**. Motion did not pass. Minutes will be filed with the Association

**Homeowner Comment Period:** A number of owners spoke on items of concern. Of particular concern was the dust generated by the Carson vacuum trucks and the decibel level of the blowers.

**Proposals for Tree Remediations**

Zone 1 – **Linda and Rick** recommended all proposals for board approval  
Zone 2 – **Diane & Jim** recommended all proposals for board approval  
Zone 3 - **Liza** requested that all proposals be tabled so she could consult with **Joleen**  
Zone 4 - **Don & Nina** recommended proposal at 1427 Commons for board approval. Tabled two proposals for 500 Dunbarton.

Zone 5 – **Don & Christina** recommended proposals for 1217-1215, 1231 and 1055 Vanderbilt for board approval. **Don** tabled proposal for 611 Elmhurst.

Zone 6 – **Joan & Kathy** recommended all proposals for board approval

Zone 7 – **See attached email from Solveig** recommending the proposals for 1455 and 1479 University for board approval.

**Zone 5 Remediation Proposal** – it was agreed to table pending clear direction from the Board.

#### **Carson Irrigation Report**

Carson is operating under City water ordinances which restricts overhead spray to twice per week. Drip is not subject to same restrictions and is run five days per week during the daytime.

**Process for Work Orders:** **Christina** walked the committee through the two Board approved documents (attached to these minutes):

1. Standards and Practices for Management of the Landscape, adopted January 6, 2021
2. Process for Homeowner Landscape Requests, revision approved December 2020

Going forward these processes will be adhered to.

**Liaison Report** – **Cheryl** introduced herself and spoke about her role as Board Liaison

**Request to the Board:** Please review the draft Plant Palette provided by Garth Ruffner. Does the Board want the contractor to use only the Ruffner palette for proposals?

**Adjourned 5:15 pm**

**Next meeting:** Thursday, August 18<sup>th</sup>, 3:00 pm, Clubhouse lounge and Zoom



## Standards and Practices for Management of Landscape

Adopted by the Board of Directors: January 6, 2021

The purpose of this document is to codify standards and practices of the Nepenthe Association so that all parties have a clear understanding of the processes in place to manage the landscape and to ensure continuity of operations between the Board, committees, management and contractors.

### A. Significance

The landscape is one of Nepenthe's greatest assets. The value it imparts to the community is impossible to quantify. The Association has a responsibility to manage the landscape in a thoughtful and strategic manner.

### B. Basic principle

To achieve the goals adopted in the Grounds Vision Document, processes must be established and followed. As management is the administrative arm of the Association, the processes to achieve the goals must be sustainable at that level.

### C. Management shall:

#### 1) Provide oversight to landscape contractors

- a) Make regular inspections of the common area to ensure that contractors are performing in compliance with executed contracts.
- b) Communicate with contractors regularly for updates, concerns and the preparation of proposals for extra work.
- c) Address specific concerns as appropriate:
  - i. Issuance of work order
  - ii. Discussion with Field Supervisor
  - iii. Written communication with Landscape Manager
  - iv. Escalation to Board level of serious or ongoing, unresolved concerns.

#### 2) Process service requests from owners (Refer to Process for Homeowner Landscape Requests):

- a) Receive and evaluate requests.
- b) Inspect reported conditions and formulate plan for remediation.
- c) Inspect completed work.

#### 3) Report to the Board of Directors relevant information:

- a) Landscape contractors' performance.
- b) Status of approved landscape projects.
- c) Reserve allocations status throughout the year.
- d) CC&R violations by homeowners in regard to the common area.

#### 4) Assist, as appropriate, the Grounds Committee in the discharge of their Board-assigned tasks:

- a) Provide copies of landscape contractors' proposals in advance of monthly committee meeting.
- b) Attend Grounds Committee meeting monthly and provide report of work orders in process.

- c) As requested by Board, make documents available, provide administrative support and schedule meetings.
- 5) **Facilitate communication between all parties: Board of Directors, landscape contractors, Grounds Committee and homeowners.** Refer to Standards and Practices for Communication, Board and Committees for more information about these specific processes.
- D. **The Grounds Committee shall discharge their duties in compliance with their Board assigned charter.**
  - a) Review Nepenthe landscape on a regular basis. Identify any issues needing management or Board action.
  - b) Assist, as requested by the Board, in evaluating the current landscape management contract performance. Participate as needed in the selection process for a new Nepenthe landscape contractor.
  - c) Identify any issues with the Nepenthe irrigation systems. Notify management of recommended actions for mitigation.
  - d) Make recommendations to the Board regarding planting projects and other enhancements to the common areas.
  - e) Assist and support management in identifying landscape projects for the upcoming year.
  - f) All members of the committee must be thoroughly familiar with governing documents as they pertain to the grounds and trees.
- E. **The Board of Directors shall provide clear direction to the General Manager and Grounds Committee and respond to recommendations and requests for information or guidance.**





**PROCESS FOR HOMEOWNER LANDSCAPING REQUESTS**  
**REVISED 12/11/2020**

**I. REQUEST IS RECEIVED AND EVALUATED**

- a. Requests must be in writing in one of the following formats:
- i. Hand or mail delivery of Service Request Form
  - ii. Email directly to staff member
  - iii. Form submission at [www.NepentheHOA.com](http://www.NepentheHOA.com)

- b. There are four basic categories of landscape requests:

- i. **Irrigation concerns, i.e. overwatering, underwatering, sprinkler geysers. In all of these cases, staff will place a work order with the landscape company. The Irrigation Technician will determine the priority of work based upon the description of the problem.**

Staff will communicate this to the requesting homeowner either in person at the time the request is made or by email.

- ii. **Requests for regular, routine maintenance, such as the trimming shrubs or detail cleaning under the shrubs or fall leaf cleanup.**

Staff member will communicate the schedule to the resident to help manage expectations.

- iii. **Requests for services *outside* of Nepenthe's standard practices, i.e. clearing out redwood duff or allowing shrubs to grow to an excessive height.**

Staff member will forward to manager who will evaluate the request and discuss with the Board Liaison to determine if a variance from the standard is warranted.

1. If a variance is deemed to be beneficial, an addendum to the landscape contract will be prepared for Board approval. Liaison will be expected to involve or advise Grounds Committee.

2. If a variance is deemed to be not warranted, the manager will send this communication to the requesting homeowner:

- a. "Your request for \_\_\_\_\_ (non-standard item) has been reviewed. It is Nepenthe's practice to \_\_\_\_\_ (standard care). Please understand that uniform landscape care is necessary to maximize our assessment dollars. If you disagree with this decision, you are welcome to write a letter to the Board of Directors. You may drop it off here at the clubhouse and staff will ensure that it is delivered to the directors."

- iv. **Requests for more intensive intervention such as new landscaping or the installation of bark or cobble.**

Staff will send the following communication to the homeowner:

“Thank you for your recent request. The manager will evaluate the area in question within the next week. A member of the management staff will follow up with you after the area has been evaluated.”

## **II. CONDITIONS ARE INSPECTED AND A PLAN FORMULATED**

- a. Within a week of the request, the manager will inspect any areas for which intervention requests falling under item 1.b.iv above have been submitted in the previous week.
- b. The following criteria will be used to determine whether to deny the request or move forward:
  - i. Conditions reported are accurately described and landscape intervention would correct the condition.
  - ii. There are no other landscape plans pending for the area.
- c. Based upon the above criteria, manager will place a work order for a replacement shrub or, if more intervention is required, the work order will describe the current problem and request that the landscaper provide a proposal.
- d. Manager will communicate with requesting homeowner to let them know the status of their request, whether denied or moving forward.
- e. Proposal will first be discussed with the Board Liaison. The Liaison will then determine whether to obtain Grounds Committee review.
- f. At next Board meeting, the directors will review the proposal and any recommendations received from the Grounds Committee and vote to approve or deny the proposal considering the cost against any budgeted future projects and the balance remaining in the reserve allocation.

## **III. WORK IS COMPLETED**

- a. Once Board approves the work, management will place a work order authorizing the landscaper to commence.
- b. When work is reported complete, manager will ensure that work is installed as proposed and process invoice for payment.
- c. Manager will communicate the completion to the requesting homeowner.

**From:** solveig seltoft  
**Date:** July 18, 2022 at 6:00:32 PM PDT  
**To:** Christina George  
**Subject:** Zone 7

Hello again Christina!

I have reviewed the proposals presented by Carson. I am familiar with the units and their needs.

I do not have any questions for Carson regarding those 2 units...They can proceed with their plan.

The question I have is regarding the location next to unit # 1563 and across unit # 1557 (located in the interior of the alley, backing the levy :

A Bradford pear tree was removed from that location several months ago, and all the plantings there are dying right now...My question is:

Is there a plan to plant a replacement tree on that location? I understand that if there is, it should be planted in the Fall, and a remediation plan should be presented for approval, but in the meantime, the area looks terrible. (I will enclose a picture later.). Can they at least remove the dead and dying plants and just put some wood chips while we wait??

Thank you Christina and Committee,  
Solveig

## **July 2022 Insurance Legal and Safety Committee Min.pdf**

## ILS Committee Meeting

Date: 07/12/22 Time: 5:30

### Attendees:

Nancy Arndorfer – Chairperson      Ricardo Pineda - Member  
Jerry Dunn                      - Member      Jackie Grebitus – Board Liaison

I- Approved minutes from previous May meeting. ( No meeting in June )

### II.-New Member Introductions:

Jackie Grebitus / Board Liaison - Lived in Nepenthe 21 years and worked in Insurance Claims for 42 years. She has an Associate of Risk Management professional designation.

Ricardo Pineda / Member – Lived in Nepenthe almost 2 years. Has worked as a Civil Engineer / Flood Control for 30 years and State Manager with FEMA for 13 years.

III- Water – Because of Ricardo’s expertise in this area, he suggested we look at the feasibility of adding a Water Recovery System so that we could use our waste water for landscaping purposes and reduce our future expected costs for water. This is a great idea, but would be a long term project.

IV- Insurance – Our P & C Insurance renews in Oct and Flood in Dec.. We have been informed our P&C Insurance will increase when it renews due to the California wildfires. Flood could also increase as much as 18% due to the new FEMA rating system.

We will ask our broker to attend our August meeting to give us a better idea of what to expect and look for ways to keep any increases to a minimum. We will also ask him to pre-rate flood coverage for one unit from each section of Nepenthe to determine costs.

V-Security – Improved lollypop lighting has received a positive response. We will continue researching possibility of combining resources with Campus Commons or using local police for added security. We will also discuss with the board about possibly having another Security Forum with the local police like we did last year.

VI- Pool Gates – We will check with Bettsi about possibly changing pool key cards every two or three years as a way to prevent outsiders from using our facilities.

VII – Legal – Since Legal is part of our committee title, we felt it would be prudent to audit the services provided by our attorney to determine how those dollars are being spent as well as ways to reduce our legal expense.

Meeting adjourned. Next meeting scheduled for August 9th, 2022

## July 2022 Outreach Minutes.pdf

**Nepenthe Outreach Committee Meeting Minutes**  
**July 14, 2022**  
**4:00PM**  
**Nepenthe Clubhouse**

**Present:**

Marcy Best, Chair  
Pam Livingston  
Gerry Gelfand  
Jan Beale  
Diana Vizzard  
Carol Duke  
Bonnie Jacobson  
Joyce Earl  
Hallie Henle  
Pat Furakawa  
Joan Barrett, Secretary  
John Baker, Board Liaison

**Not Present:**

Nancy Arndorfer  
Judy Brewington  
Ed Goldman  
Theresa McCrackin  
Bill Olmsted

The meeting was called to order at 4:03PM by chair, **Marcy Best**.  
**Marcy** requested that the committee members introduce themselves.

**Old Business**

There was no old business at this the first meeting of the 2022 Outreach Committee.

**New Business**

**Marcy** outlined our commonality, citing shared space in close proximity, our shared interest in maintaining our property values, and security. The purpose of the committee was discussed as well as past events and goals of this committee. Among the topics covered:

Plans to include residents that care to participate by providing information on upcoming events, especially to new residents.

Reaching out to new residents to welcome them to the neighborhood.

How alley get-togethers could provide a less intimidating introduction to new residents and how to encourage these for security.

Discussion on how best to serve the varied interests of the neighborhood.

## **Budget**

**Pam** noted that she has requested budget details on the events of the previous Outreach Committee but has not received the financial details as yet.

## **Participation**

**Diana** expressed the view that not all of the residents are interested in being involved in the community, some are content to not be approached or invited. She said that the goal of the committees is to develop board members that have an understanding of the processes required by the HOA so they can build on their committee experience. **Pam** concurred with this view and said that the emphasis in her opinion was to educate in an interesting and fun way for those that are wanting to be involved in the community.

## **Events**

**John** said that he would like the Outreach Committee to assist the Finance Committees in presenting the Fall Budget Forum in September.

**Gerry** will be in charge of the Jazz at the Pool, scheduled for September, assisted by **Marcy, Pam, Diana** and **Joan**.

## **Neighbor 2 Neighbor (N2N)**

An explanation that the N2N, formed during the COVID-19 shut-down, and including members from the Campus Commons Villages is not a Nepenthe sanctioned group. Discussion of how to incorporate the members and events with Nepenthe Outreach activities was not resolved and requires further investigation.

## **Meeting dates**



It was agreed that the committee will meet on the second Wednesday of each month at the Nepenthe clubhouse unless notification advises otherwise.

The meeting was adjourned at 5:17PM

Respectfully submitted,

Joan Barrett, Secretary

### **Information to the Board**

There is no information to the Board at this time.

### **Request for Board action**

There is no request for Board action at this time.

**Next Outreach Committee Meeting will be August 10th, 2022 at 4:00PM- Nepenthe Clubhouse**

## Management Report.2022-08-03.docx

# Management Report

Board Meeting Date: August 3, 2022

Submitted by: Bettsi Ledesma, General Manager

## Communication

- The Nepenthe News was last published on July 8, 2022. The next newsletter will be published on August 5, 2022. Topics to be covered include:
  - Board Goals
  - Financial Reports
  - Renting the Clubhouse
  - Living Next to a Levee
  - Sacramento Dog Ordinances
  - Board Report
  - Contract approvals

## Administration

- As of July 1, 2022, the rental rate in Nepenthe is 16%
- Still awaiting response from City of Sacramento regarding start of new billing.

## Facilities

- Water Meter Billing status from Department of Utilities, received July 27, 2022:  
“There shouldn’t be any issues with that extension. I will continue to provide reads until Feb 2023 then we’ll discuss moving to a metered rate (unless you opt to do it sooner). I am compiling the reads for July and should have the spreadsheet to you in the next few weeks. It will include reads from February through July. ”
- Pool Service: Sparkling Clear Pool service performed all daily testing and cleaning. Heaters to Clubhouse lap pool and Dunbarton pool have been turned on and the pools are being heated to manufacturer’s recommendations of 78° and 80°, respectively.
- Sacramento County Environmental Health returned on July 6 to inspect the Ground Fault Interrupter on the Clubhouse pool lights installed by River City Electric. At that visit, the inspector advised that the shower installed on the pool deck was not acceptable as the water was draining into the landscape and storm drains rather than into a sanitary sewer.
- The correct LED light bulbs are installed as of the board meeting.
- Phase I Siding, Fencing and Painting update: Homeowners will be invited to informational meeting scheduled for 6:00 pm, Wednesday, August 17 and work is scheduled to begin Monday, August 29.
- Breault Asphalt rep, Dennis Breault started the work of marking the repairs in the alleys, but came down with COVID. He anticipates having all work marked out by August 12 and ready to schedule the work.

**Grounds**

- Received Notice of Alleged Violation from City of Sacramento concerning parcel adjacent to the levee. Will make contact with City to clear up confusion about who maintains the parcel.
- Carson service schedule for August is appended to this report.

**Financial**

- James Dunifon, FirstService Residential Controller, attend ed the July Finance Committee meeting to provide training on reading the financials to the committee and Board.

**Operations**

- Securitas has provided mobile patrols throughout June. Reports are reviewed by management daily, recapping the rounds and interactions of the officers on duty.

**20220629\_NOTICE OF ALLEGED VIOLATION.pdf**

**NOTICE OF ALLEGED VIOLATION**

City of Sacramento  
Community Development Department  
Neighborhood Code Compliance Division  
300 Richards Blvd, 3rd Floor Sacramento, CA 95811

Violation Case No: <b>22-025814</b>	Location of Violation: <b>1449 UNIVERSITY AVE</b>	Date: <b>06/29/2022</b>	APN: <b>29504500050000</b>
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22-025814 / 1449 UNIVERSITY AVE NOTALLEGVIO  
KELLER FAMILY REVOCABLE TRUST  
1449 UNIVERSITY AVE  
SACRAMENTO CA 95825

- The following checked violation(s) are alleged to exist on your property:**
- |  |  |
|--|--|
| 1. <input type="checkbox"/> Outdoor storage of junk and debris       | 15. <input type="checkbox"/> Fence height: Front yard                |
| 2. <input type="checkbox"/> Inoperable or dismantled vehicles        | 16. <input type="checkbox"/> Fence height: Street sideyard           |
| 3. <input type="checkbox"/> Dangerous, unsightly, blighted condition | 17. <input type="checkbox"/> Fence: Prohibited materials             |
| 4. <input type="checkbox"/> Minor vehicle repair                     | 18. <input type="checkbox"/> Fence: Maintenance requirements         |
| 5. <input type="checkbox"/> Major vehicle repair                     | 19. <input type="checkbox"/> Fence: Swimming pool fencing            |
| 6. <input type="checkbox"/> Vehicle parking on unimproved surface    | 20. <input type="checkbox"/> Semi-trucks: Parked on private property |
| 7. <input type="checkbox"/> Boat storage                             | 21. <input type="checkbox"/> Noise: Mechanical device                |
| 8. <input type="checkbox"/> Landscape: Dead, decaying grass/weeds    | 22. <input type="checkbox"/> Noise: Portable gas power leaf blowers  |
| 9. <input checked="" type="checkbox"/> Landscape: Unmaintained yard  | 23. <input type="checkbox"/> Trailer coach/Motor home: Setback area  |
| 10. <input type="checkbox"/> Landscape: Lack of required Landscaping | 24. <input type="checkbox"/> Trailer coach/Motor home: Occupied      |
| 11. <input type="checkbox"/> Landscape: Clearance                    | 25. <input type="checkbox"/> Garage/Yard Sales: Continuous sales     |
| 12. <input type="checkbox"/> Landscape: Clear view zone obstructions | 26. <input type="checkbox"/> Vacant Lot: Registration                |
| 13. <input type="checkbox"/> Landscape: Right-of-way overgrowth      | 27. <input type="checkbox"/> Vacant Lot: Required Signage            |
| 14. <input type="checkbox"/> Landscape: Unmaintained easements       | 28. <input type="checkbox"/> Graffiti: Prohibition                   |
|  | 29. <input type="checkbox"/> Other:                                  |

**If you have and/or are in receipt of this notice, you either own or are otherwise "in control" (i.e. live in, lease, or manage) of this property and you are required to maintain such property pursuant to S.C.C section 8.04.060. You are responsible for correcting such violations within 21 days of the date noted above whether the box is checked or not.**

**-IMPORTANT-**  
Please read the Violation Description and Corrections List that is attached to this Notice. You are responsible for correcting all code violations within 21 days.

**The City of Sacramento received a complaint alleging violation(s) of the Sacramento City Code exist(s) on the property you own at the address listed. The city is requesting you voluntarily comply and correct the violation(s). Property owners are responsible for the correction of any violation(s) that may exist and are also subject to any cost recovery fees and/or administrative penalties assessed for non-compliance.**

**If you would like more information or if you would like to get your case closed, please contact the Code Liaison below between the hours of 9:00 AM and 4:00 PM, Monday through Friday at (916) 808-2633 (808-CODE) or [CL@cityofsacramento.org](mailto:CL@cityofsacramento.org).**

Code Liaison: Code Liaison Officer	METHOD OF SERVICE - FIRST CLASS MAIL <input checked="" type="checkbox"/> Property Owner <input checked="" type="checkbox"/> Tenant/Occupant
---------------------------------------	---

# Important Information – Responding to a Code Violation Notice

## 1. What is a Notice of Alleged Violation?

A **Notice of Alleged Violation** is a courtesy notice used to notify the property owner of the following:

- The City received a complaint regarding the conditions and/or unlawful activity is a violation of the City Code.
- A particular code violation(s) and/or unlawful activity is specified and states the time limit to resolve or correct the violation(s) voluntarily.
- A follow-up date for property inspection by the Code Enforcement Officer will be scheduled to determine if compliance was achieved if the case can not be closed by the Code Liaison.
- Failure to take the initiative to comply will result in additional enforcement action (issuance of the **Notice and Order**) See Question 4 which describes what this means to you.

## 2. What do I do if I receive a **Notice of Alleged Violation** from the City of Sacramento?

- Follow the instructions given on the notice to correct the violation(s) within the required deadline date.
- You must comply with the action(s) required in the notice and you must comply by the specified deadline date listed.
- If you (1) cannot correct the violation(s) by the date listed on your notice, or (2) you do not understand or have questions about this notice, contact the Code Liaison at the telephone number listed on the notice. The Code Liaison will assist you and may grant an extension when the need for such request can be demonstrated.

## 3. What happens when violation(s) are not corrected?

- If the violation(s) are not corrected at the time the Code Enforcement Officer conducts a follow-up inspection, he/she shall issue a **Notice and Order, Administrative Penalty, and/or Criminal Citation** to the property owner. The notices are sent by first class and certified mail with a copy posted on the property.
- Failure to comply with the Notice and Order within the specified time may result in the assessment of a **Code Compliance Monitoring Fee** of \$275 for each subsequent inspection related to this case.

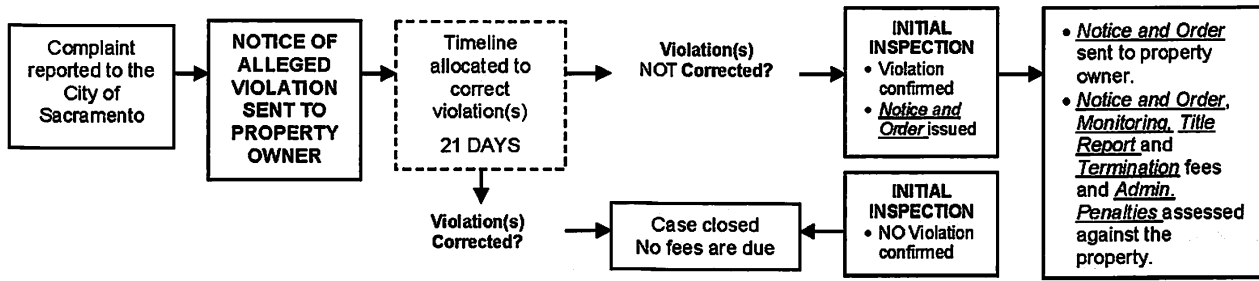
## 4. What is a Notice and Order?

A written notice served upon the property owner stating that the condition or use of the property is in violation of the City Code (or applicable statute, rule, codes or regulations) and mandates the owner to take corrective action within 30 days to bring the property into compliance. The Notice and Order informs the property owner:

- The condition(s) of the property is in violation of the City Code and such condition(s) is deemed a public nuisance;
- Provides a time frame to correct the violations;
- If not voluntarily corrected, it authorizes the City to take appropriate action to correct and/or abate the violation(s)
- Allows the property owner the right to appeal within 30 days from the date the notice was served.
- **The fees (see table below) are imposed whenever a Notice and Order is sent to the property owner for non-compliance. Once the Notice and Order is sent, the fees imposed are due and payable regardless of whether the violation(s) are/were eliminated in response to the Notice and Order you received from the City of Sacramento. You will be required to pay for all of the costs expended by the City of Sacramento in enforcing its code sections. An invoice will be mailed to you once the violation(s) are corrected and the case file is closed.**

<b>FEES AND PENALTIES</b> (approved by the City Council)	Effective: 07-01-2016
<b>Notice of Alleged Violation (Courtesy notice, not required)</b>	No fee
Notice of Violation (Courtesy notice, not required)	No fee
<b>Notice &amp; Order (to Abate Public Nuisance)</b>	\$575.00
Code Compliance Monitoring Fee (imposed or additional inspection)	\$275.00
<b>Notice and Order Appeal Processing Fee</b>	\$400.00
Termination of a Declaration (County Recorder's Office)	\$150.00
<b>Title Report</b>	\$100.00 or \$650.00
Administrative Fee for Code Enforcement Abatements	\$1,500.00
<b>Administrative penalties (Failure to comply with the Notice and Order)</b>	\$100 to \$25,000

## 5. Inspection and Notice Process



### Complaint Type - Section /Violation

#### 1) Outdoor storage of junk and debris - 8.04.100

**VIOLATION:** Outdoor storage and accumulation of miscellaneous junk, trash, rubbish and debris including dirt, sand, gravel, concrete or similar materials discarded on the premises creating a public nuisance to the neighborhood.

#### 2) Inoperable or dismantled vehicles - 8.04.100

**VIOLATION:** Keeping and/or storage of any abandoned, inoperable, partially dismantled junk vehicle and/or vehicle parts discarded or left in a state of disrepair creating a public nuisance to the neighborhood.

#### 3) Dangerous, unsightly, blighted condition - 8.04.100

**VIOLATION:** Any dangerous, unsightly, or blighted condition which is detrimental to the health, safety or welfare of the public.

#### 4) Minor Vehicle Repair - 10.52.020

**VIOLATION:** Vehicle maintenance, repair, or replacement of engine component parts including oil changes, lamp replacement and flat tires on vehicle(s) that is not currently registered to the current occupant of the premises; repair work exceeds 48-hours; and upon more than two (2) vehicles at one time.

#### 5) Major Vehicle Repair - 10.52.030

**VIOLATION:** Vehicle maintenance, repair or replacement or removal of engines, engine rebuilding, repair of internal components, transmissions differentials and axles, dismantling vehicles and body work.

#### 6) Vehicle parking on unimproved surface - 10.44.010, 17.612.010 (A-1-d)

**VIOLATION:** Vehicles parked on the lawn or other unimproved surface area of the property.

#### 7) Boat Storage - 8.04.480

**VIOLATION:** Storage of any boat or vessel in any residential zone that is visible from the public right-of-way that is not currently registered to the occupant of the premises and parked on a paved surface.

#### 8) Landscape: Dead, decaying grass/weeds - 17.612.010, 8.100.650

**VIOLATION:** Lack of proper landscape maintenance causing overgrown, dead, decaying vegetation creating a public nuisance to the neighborhood.

#### 9) Landscape: Unmaintained yard - 17.612.010

**VIOLATION:** Allowing dry or green grass/weeds/bushes to cultivate uncontrollably creating a public nuisance to the neighborhood.

### Corrections Required

**CORRECTIVE MEASURES:** Remove and properly dispose all miscellaneous junk, trash, rubbish or debris from the property.

**CORRECTIVE MEASURES:** Repair or remove from the premises, or enclose vehicle(s) in garage.

**\*You may be required to demonstrate operability of vehicles stored on your property\***

**CORRECTIVE MEASURES:** Correct all violations on your property. Maintain your property so that it remains free from dangerous, unsightly or blighted conditions.

**CORRECTIVE MEASURES:** The vehicle undergoing repair work must be registered to a current occupant of the premises; repair work shall not exceed 48-hours if work is performed outside a fully enclosed structure; no more than two (2) vehicles can be repaired at one time on the same premises or by the same person.

**CORRECTIVE MEASURES:** Repair work must be performed within a fully enclosed building; vehicle under repair is registered to a current occupant of the premises; no more than two (2) vehicles can be repaired at one time on the same premises or by the same person.

**CORRECTIVE MEASURES:** Vehicles including automobiles, boats, campers, trailers and other recreational vehicles on private property must be parked on a solid surface such as asphalt or concrete. Parking on the grass, dirt, crushed granite, or other type of rock material does not meet the code requirements.

**CORRECTIVE MEASURES:** Remove from the premises or register boat or vessel to the current occupant of the premises.\*Boat and trailer must be parked on solid parking surface\*

**CORRECTIVE MEASURES:** Maintain property appearance by mowing, trimming and continued maintenance as often as necessary, performing any necessary handwork along fence lines, sidewalks, parkways, driveways streets, or structures to prevent overgrowth and blight to the neighborhood.

**CORRECTIVE MEASURES:** Maintain property appearance by mowing, trimming and continued maintenance as often as necessary, performing any necessary handwork along fence lines, sidewalks, parkways, driveways streets, or structures to prevent overgrowth and blight to the neighborhood.



10) Landscape: Lack of required landscaping - 17.612.010

**VIOLATION:** Property conditions lacks minimum required landscaping and irrigation requirements.

**CORRECTIVE MEASURES:** All required setback areas not occupied by other structures, driveways and walkways shall be covered with acceptable living groundcover.

11) Landscape: Clearance - 12.56.080

**VIOLATION:** Trees are overgrown and do not allow for the proper required clearance above the street and/or sidewalk.

**CORRECTIVE MEASURES:** Eliminate tree overgrowth to allow for clearance eight (8) feet above the sidewalk and fourteen (14) feet above the street/alley. Ensure the tree does not obstruct any traffic signs or devices.

12) Landscape: Clear view zone obstructions - 12.28.010 (Corner Lots) / 17.612.010 (Driveways) (A-1-c)

**VIOLATION:** Landscaping plants (trees, shrubs, hedges and bushes, other plant materials and non-plant obstructions) exceeds the clear-zone height limitations on corner lots and/or driveways abutting the street or sidewalk.

**CORRECTIVE MEASURES:** Eliminate sight obstruction by removing and/or trimming the obstructing hedge, shrub, tree limbs to a maximum height of three feet six inches on corner lots and four feet for driveways. Trees must be maintained free of branches a minimum five feet above finished grade.

13) Landscape: Right-of-Way overgrowth - 17.612.010

**VIOLATION:** Landscaping plants (trees, shrubs, hedges and bushes or other plant materials) projects beyond the property line of the property abutting the right-of-way and/or projects over the right-of-way obstructing the view of traffic and prevents pedestrian use constituting a hazard to drivers or pedestrians.

**CORRECTIVE MEASURES:** Remove and/or trim any landscaping plants, branches or groundcover that extends over the property line into the sidewalk and/or street.

14) Landscape: Unmaintained easements - 12.56.080 (C)

**VIOLATION:** Lack of maintenance (allowing weeds and other obstructions to) in easements and unpaved areas adjacent to public street right-of-way.

**CORRECTIVE MEASURES:** Maintain the grounds of maintenance easements; maintenance includes watering as needed and keeping such easements and unpaved areas free from weeds or any obstructions contrary to public safety.

15) Fence height: Front yard - 17.620.110

**VIOLATION:** Front yard fence located in the setback area exceeds maximum height of four (4) feet.

**CORRECTIVE MEASURES:** Reduce existing fence height to four (4) feet.

16) Fence height: Street side yard - 17.620.110

**VIOLATION:** Side yard fence located within the street side yard setback area exceeds maximum height of four (4) feet.

**CORRECTIVE MEASURES:** Reduce fence height to four (4) feet.

17) Fence: Prohibited materials - 15.156.020

**VIOLATION:** Illegal fence constructed on your property using prohibited materials (cast-off, second-hand materials) not originally intended for use for constructing or maintaining a fence.

**CORRECTIVE MEASURES:** Remove existing prohibited materials, and replace with approved permanent material such as wood, chain link, stone, rock, concrete block, masonry brick, brick or decorative wrought iron or other material approved by the Urban Design Manager.

18) Fence: Maintenance requirements - 15.156.020 (C)

**VIOLATION:** Improper maintenance of existing fence causing potential hazard and a public nuisance causing blight to the neighborhood.

**CORRECTIVE MEASURES:** All fences, walls, trellises and gates must be maintained in good condition. Deteriorated materials must be repaired, replaced or removed (if applicable).

19) Fence: Swimming pool fencing - 15.64.070

**VIOLATION:** Swimming pool is not properly fenced and/or is unfenced (including self-latching gate) to prevent access to the pool from other than from within the building.

**CORRECTIVE MEASURES:** Repair fence to eliminate access opening AND/OR Construct new fence with minimum height of five feet with no openings or projections or other facilities that would make such fence conducive to climbing by a child. If vertical members are supported by top and bottom rails connected to posts, the space between each vertical member shall not exceed five inches AND/OR Install self-latching device to gate to maintain gate closure at all times.

20) Semi-trucks: Parked on private property - 10.44.020

**VIOLATION:** Residential Districts Commercial semi-trailer truck with GVWR of 10,000 pounds parked Off-Street on residential property.

**CORRECTIVE MEASURES:** Discontinue parking commercial semi-trailer truck on your residential property. Commercial vehicles having a gross vehicle weight rating of 10,000 pounds or more are prohibited from parking on private property within a residential district including street frontages contiguous to schools, colleges, universities, and hospitals.

21) Noise: Mechanical Device - 8.68

**VIOLATION:** Operating or permitting the use of any mechanical device, apparatus or equipment in such a manner that exceeds the maximum noise level standards set forth in the Sacramento City Code.

**CORRECTIVE MEASURES:** Minimize excessive or unnecessary noise to a reasonable level. Control the level of noise in a manner that promotes the use, value, and enjoyment of property, conduct of business, sleep and repose and reduces unnecessary and excessive sound in the environment.

22) Noise: Portable gas power leaf blowers - 8.68.180

**VIOLATION:** Operating or permitting the use of a portable gasoline powered leaf blower outside the permitted hours.

**CORRECTIVE MEASURES:** Allowable hours are permitted between 9:00 AM to 6:00 PM Monday through Saturday and between the hours of 10:00 AM to 4:00 PM on Sunday.

23) Trailer coach/Motor home: Setback area - 15.140.020 (B)

**VIOLATION:** Unlawful to permanently keep or maintain, and/or store on residential property any travel trailer or motorhome within the setback area of a dwelling.

**CORRECTIVE MEASURES:** Except for loading and unloading, travel trailer must be removed from the setback areas and parked on an approved surface.

24) Trailer coach/Motor home: Occupied - 15.140.020

**VIOLATION:** Unlawful to occupy a trailer, auto coach, trailer coach or travel trailer for longer than forty-eight (48) hours outside of a permitted auto and trailer camp.

**CORRECTIVE MEASURES:** Discontinue occupancy of trailer, auto coach, trailer coach, travel trailer or motorhome.

25) Garage/Yard Sales: Continuous sales - 5.88.200

**VIOLATION:** Continuous or ongoing garage/yard sales occurring at the property.

**CORRECTIVE MEASURES:** Garage/yard sales may occur once per calendar year and not to exceed two consecutive days.

26) Vacant Lot: Registration - 8.136.030

**VIOLATION:** Failure to maintain appropriate registration status for the property with the Vacant Lot Program.

**CORRECTIVE MEASURES:** Ensure all necessary registration fees are paid and current registration information has been provided to the City as required, including contact information for the property owner and a local representative.

27) Vacant Lot: Required Signage - 8.136.060 (C)

**VIOLATION:** Failure to display the required minimum signage of four (4) feet by four (4) feet at the property with contact information for the property owner or local contact with letters not less than six (6) inches high.

**CORRECTIVE MEASURES:** Install required signage on the property in a place clearly visible from the public right-of-way.

28) Graffiti Prohibition - 8.24.040 A

**VIOLATION:** Prohibition. No property owner shall permit his or her property that has been defaced with graffiti to remain so defaced for more than ten (10) calendar days after receiving notification from Code Compliance.

**CORRECTIVE MEASURES:** Remove all graffiti on the property within 10 calendar days from receiving this notice.

29) Other:

**VIOLATION:**

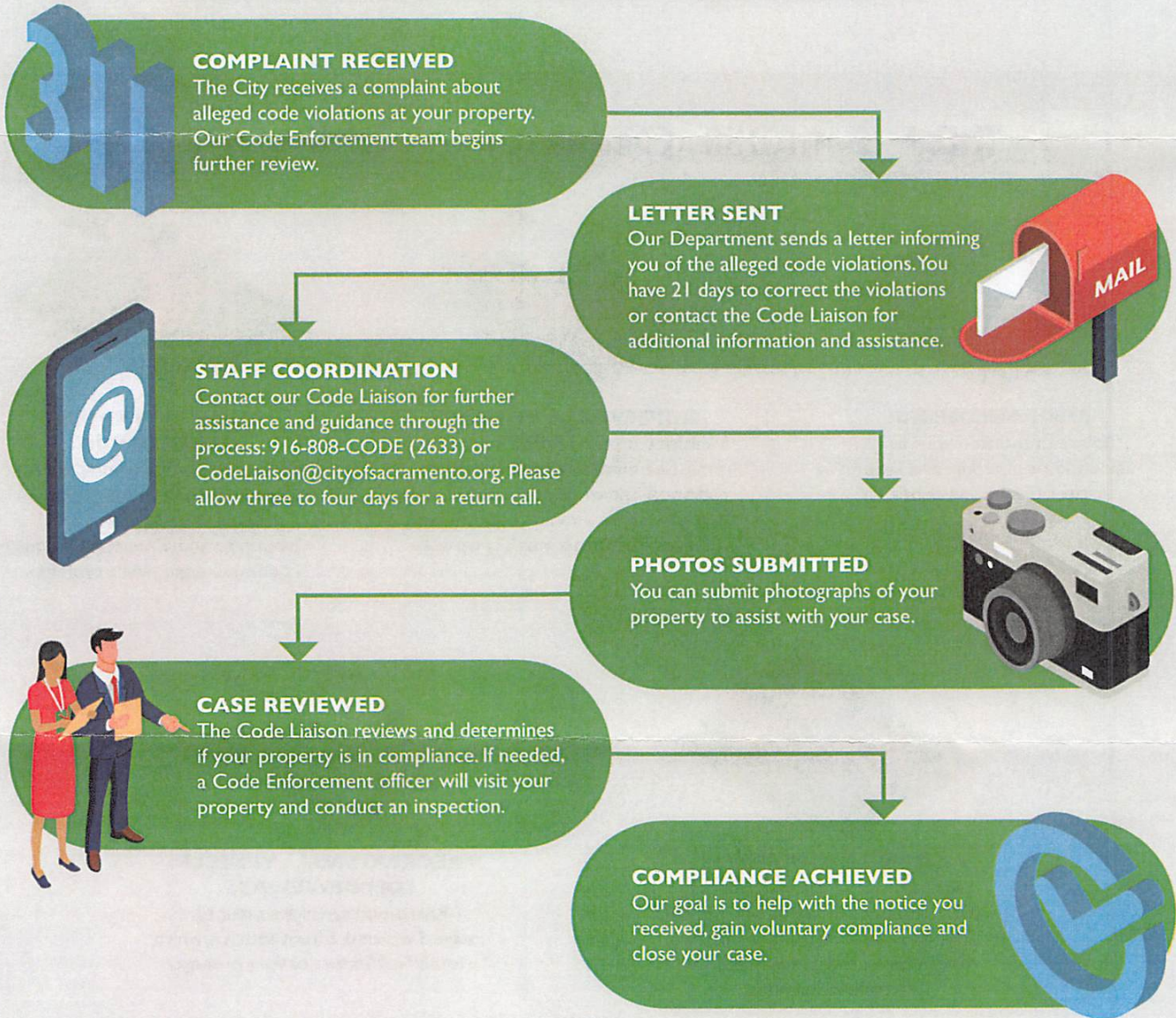
**CORRECTIVE MEASURES:**

# RECEIVED A LETTER FROM CODE ENFORCEMENT?

## HERE'S WHAT TO DO!

You received the enclosed notice because a complaint was filed alleging of violations of City code occurring at your property. Our Code Enforcement staff aim to educate the community on City code while working together to resolve violations.

Worried about a Code Enforcement officer showing up at your door or a possible fee? A Code Enforcement officer may only respond if the Code Liaison is unable to resolve your case.



City of  
**SACRAMENTO**  
Community Development

Done. Together.



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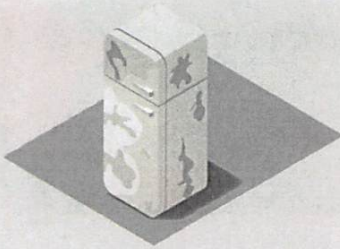
# ABOUT CODE LIAISON

The Code Liaison program was launched to improve communication with City residents. The liaison is assigned to facilitate compliance and resolve complaints without involving a Code Enforcement officer.

## THE LIAISON IS AVAILABLE TO:

- resolve complaints
- provide general information regarding Code Enforcement processes
- assist with questions pertaining to Code Enforcement cases
- connect residents to our field staff
- provide educational material to help inform our residents of City code requirements

## TOP 5 MOST COMMON COMPLAINTS



### JUNK AND DEBRIS

You must maintain your front, side and rear yard free and keep clear of junk and debris.



### INOPERABLE VEHICLES

Vehicles stored on private property must be maintained and in working condition. The owner of a vehicle must start and drive a vehicle upon request without having to install any parts.



### UNMAINTAINED LANDSCAPING

Landscaping in your front, side and rear yard must be maintained to avoid overgrowth, rodent harborage and encroachment onto sidewalks and public property.



### PARKING REQUIREMENTS


Vehicles stored on your property must be parked on asphalt or cement. The City code prohibits the parking of vehicles on dirt, gravel, grass or permeable surfaces.



### RECREATIONAL VEHICLES ON DRIVEWAYS

Recreational vehicles cannot be stored within the front setback, which is the first 25 feet of your property.

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## CAI Educational Event.pdf

## Betsi Ledesma

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**From:** Rachel Selwan, Executive Director <rachel@newlevelmgmt.com>  
**Sent:** Thursday, July 21, 2022 10:00 AM  
**To:** Betsi Ledesma  
**Subject:** CAI CNC Ed. Program "We Didn't Start the Fire (But We Can Certainly Talk About It)"



Dear Betsi,

You are invited to the **CAI CNC Ed. Program "We Didn't Start the Fire (But We Can Certainly Talk About It)"** on *August 18, 2022* from 11:00 - 1:00pm!

---

Your dedicated panel of Community Insurance Risk Management Specialists (CIRMS) will share their time and expertise as we navigate a "hard" insurance market and the outcome of recent claims to the insurance industry. This highly informative presentation will include;

- Current state of insurance
- Wildfire in California
- Changes to insurance due to wildfire, the aftermath of the Surfside tragedy, and the economy amidst a global pandemic
- Legislative reactions and CAI efforts (CLAC)
- Total loss and catastrophe claim payouts



**Charlotte Allen, CIRMS**  
Socher Insurance Agency

**Terri Guest, CIRMS**  
Berg Insurance Agency

**Christina Keele, CIRMS**  
Russo Insurance Agency

**SPONSORS**

**Event Sponsor Marketing Tables still available!**



## 2022 Reserve Tracker 2022-07-21.pdf



Nepenthe Association  
2022 Reserve Tracker Report

GL Number	Reserve Component	2022 Beginning Balance	2022 Reserve Funding	Year to Date Expense	Current Balance with 2022 Reserve Funding	2022 Allocations*	Year to Date Expense	2022 Allocation Balance
22872	14000 - Recreation	24,961.81	3,422.00	-	28,383.81	25,512	-	25,512
22960	03500 Painting: Interior	16,889.86	2,308.00	-	19,197.86	-	-	-
23014	02000 Concrete	60,963.76	49,484.00	995	109,452.76	10,501	995	9,506
23103	Reserve Interest	0.00			-		-	-
23120	05000 - Roofing	4,945,934.89	892,451.00	18,075	5,820,310.78	59,778	18,075	41,703
23122	12000 - Pool & 13000 - Spa	141,135.30	34,307.00	-	175,442.30	5,576	-	5,576
23127	19000 - Fencing	342,546.68	60,455.00	85,555	317,446.92	184,411	85,555	98,856
23133	18000/100-115 Landscaping-Irrigation	307,174.84	113,423.00	38,370	382,227.84	29,125	38,370	(9,245)
23146	21000 - Signage	37,595.57	4,686.00	-	42,281.57		-	-
23178	01000 Paving	631,786.70	131,681.00	-	763,467.70	98,667	-	98,667
23199	31000 - Reserve Study	1,992.01	1,743.00	-	3,735.01	615	-	615
L23133	26000 - Outdoor Equipment/Benches	344.58	57.00	1,000	(598.42)	-	1,000	(1,000)
L23135	03000 Painting: Exterior	946,209.02	172,266.00	-	1,118,475.02	629,338	-	629,338
L23136	04000 - Structural Repairs	1,831,419.90	453,030.00	75,360	2,209,090.27	729,078	75,360	653,718
N22912	23000 - Mechanical Equip	79,877.78	4,924.00	-	84,801.78	92,086	-	92,086
N22991	20000 - Lighting	23,001.94	11,887.00	7,385	27,503.94	12,928	7,385	5,543
N23017	08000 - Rehab, 22000 - Office Equipment, 24000 - Furnishings, 24600 - Safety / Access, 25000 - Flooring, 27000 - Appliances	267,007.23	32,881.00	3,779	296,108.88	95,926	3,779	92,147
N23130	32000 - Undesignated	6,129.26	5,362.00	1,450	10,041.26	8,200	1,450	6,750
N23274	17000 - Tennis Court	84,969.55	16,610.00	-	101,579.55		-	-
N23275	18000/120-144 - Landscaping-Plantings	307,174.84	113,423.00	164,845	255,752.84	486,015	164,845	321,170
N23282	18000/160 - Landscaping-Trees	307,174.84	113,423.00	285,255	135,343.34	294,175	285,255	8,921
N22911	30000 - Miscellaneous / Underground Utilities	38,423.02	33,615.00	44,875	27,163.02	51,404	44,875	6,529
<b>Totals</b>		<b>\$10,402,713</b>	<b>\$2,251,438</b>	<b>\$726,943</b>	<b>\$11,927,208</b>	<b>\$ 2,813,335.00</b>	<b>\$ 726,943.35</b>	<b>\$ 2,086,391.65</b>

Estimated Ending Reserve Balance Per Study

**\$8,848,373.00**

\*Projected expenditures per the adopted Reserve Study for 2022

Updated:

7/21/2022

## **Carson Service Schedule August 2022.pdf**

**Blowers – Not to be used before 8:30am or after 5:00pm**

**\*This represents the order of work which is subject to change based on the needs of the plants and the community\***

# August 2022

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	<b>1</b> Green Waste Pick Up <b>Zone 7</b> (Edge Turf & Mow) Clubhouse/Pools/ Tennis Courts Dog Waste Station	<b>2</b> Plant Health Care <b>Zone 1</b> (Edge Turf & Mow) Clubhouse/ Tennis Courts	<b>3</b> Plant Health Care <b>Zone 2</b> (Edge Turf & Mow) Clubhouse/Pools/Tennis Courts Dry Creek Zone 2	<b>4</b> Plant Health Care <b>Zones 3-4</b> (Edge Turf & Mow) Clubhouse/ Tennis Courts Dry Creek Zone 3	<b>5</b> <b>Blow hardscapes</b> <b>Zones 5-6</b> (Edge Turf & Mow) Clubhouse/Pools/ Tennis Courts /Dog Waste Dry Creeks Zones 5,6	<b>6</b>
<b>7</b>	<b>8</b> Green Waste Pick Up <b>Zone 7</b> (Edge Turf & Mow) Clubhouse/Pools/ Tennis Courts Dog Waste Station	<b>9</b> Plant Health Care <b>Zone 1</b> (Edge Turf & Mow) Clubhouse/ Tennis Courts	<b>10</b> Plant Health Care <b>Zone 2</b> (Edge Turf & Mow) Clubhouse/Pools/Tennis Courts Dry Creek Zone 2	<b>11</b> Plant Health Care <b>Zones 3-4</b> (Edge Turf & Mow) Clubhouse/ Tennis Courts Dry Creek Zone 3	<b>12</b> <b>Blow hardscapes</b> <b>Zones 5-6</b> (Edge Turf & Mow) Clubhouse/Pools/ Tennis Courts /Dog Waste Dry Creeks Zones 5,6	<b>13</b>
<b>14</b>	<b>15</b> Green Waste Pick Up <b>Zone 7</b> (Edge Turf & Mow) Clubhouse/Pools/ Tennis Courts Dog Waste Station	<b>16</b> Plant Health Care <b>Zone 1</b> (Edge Turf & Mow) Clubhouse/ Tennis Courts	<b>17</b> Plant Health Care <b>Zone 2</b> (Edge Turf & Mow) Clubhouse/Pools/Tennis Courts Dry Creek Zone 2	<b>18</b> Plant Health Care <b>Zones 3-4</b> (Edge Turf & Mow) Clubhouse/ Tennis Courts Dry Creek Zone 3	<b>19</b> <b>Blow hardscapes</b> <b>Zones 5-6</b> (Edge Turf & Mow) Clubhouse/Pools/ Tennis Courts /Dog Waste Dry Creeks Zones 5,6	<b>20</b>
<b>21</b>	<b>22</b> Green Waste Pick Up <b>Zone 7</b> (Edge Turf & Mow) Clubhouse/Pools/ Tennis Courts Dog Waste Station	<b>23</b> Plant Health Care <b>Zone 1</b> (Edge Turf & Mow) Clubhouse/ Tennis Courts	<b>24</b> Plant Health Care <b>Zone 2</b> (Edge Turf & Mow) Clubhouse/Pools/Tennis Courts Dry Creek Zone 2	<b>25</b> Plant Health Care <b>Zones 3-4</b> (Edge Turf & Mow) Clubhouse/ Tennis Courts Dry Creek Zone 3	<b>26</b> <b>Blow hardscapes</b> <b>Zones 5-6</b> (Edge Turf & Mow) Clubhouse/Pools/ Tennis Courts /Dog Waste Dry Creeks Zones 5,6	<b>27</b>
<b>28</b>	<b>29</b> Green Waste Pick Up <b>Zone 7</b> (Edge Turf & Mow) Clubhouse/Pools/ Tennis Courts Dog Waste Station	<b>30</b> Plant Health Care <b>Zone 1</b> (Edge Turf & Mow) Clubhouse/ Tennis Courts	<b>31</b> Plant Health Care <b>Zone 2</b> (Edge Turf & Mow) Clubhouse/Pools/Tennis Courts Dry Creek Zone 2			

**Note: Edge Ivy, Prune Shrubs and select Alley Blowing to be completed by colored areas weekly in each zone per map. Breaks can be taken at the Cabanas or areas surrounding Clubhouse. Crew should not all be in one location during breaks.**

## Work Orders 6-27-2022 - 7-27-2022.pdf



# Work Orders

## Nepenthe Association

<b>WO#:</b> 1086321	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> Landscape		<b>Category:</b>	Irrigation
<b>Date Created:</b> 07/27/2022	<b>Date Completed:</b> 07/27/2022	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> WO Request 6 (Emailed 07/25): Zone 2 Controller B Station 20 1276 Commons Dr. – Repair broken Netafim line Station 37 2286 Commons Dr. – Repair broken Netafim line Zone 3 Controller C 301 Dunbarton Cir. – Replace broken decoder Station 71 2308 Swarthmore Dr. – Replace broken solenoid Station 74 1333 Swarthmore Dr. – Replace broken solenoid Station 76 1359 Commons Dr. – Replace broken solenoid Zone 4 Controller D Station 39 306 Dunbarton Cir. – Repair (3) broken Netafim lines Zone 6 Controller F Station 39 400 Elmhurst Cir. – Replace (1) broken sprinkler Station 40 412 Elmhurst Cir. – Replace (1) broken sprinkler			
<b>WO#:</b> 1086320	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> Landscape		<b>Category:</b>	Irrigation
<b>Date Created:</b> 07/27/2022	<b>Date Completed:</b> 07/27/2022	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> WO Request 5 (Emailed 07/8): Zone 4 Controller D Station 3 212 Dunbarton Cir. – Repair (2) broken Netafim lines Zone 6 Controller F Station 45 402 Elmhurst Cir. – Repair (1) broken sprinkler in a root infested area			
<b>WO#:</b> 1086318	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> Landscape		<b>Category:</b>	Irrigation
<b>Date Created:</b> 07/27/2022	<b>Date Completed:</b> 07/27/2022	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> WO Request 4 (Emailed 06/30): Zone 2 Controller B Station 72 2310 Swarthmore Dr. – Replace broken solenoid Zone 5 Controller E Station 1 1065 Vanderbilt Wy. – Repair (1) broken Netafim line Station 6 1203 Vanderbilt Wy. – Repair (1) broken Netafim line Zone 6 Controller F Station 14 714 Elmhurst Cir. – Repair (1) broken Netafim line Station 14 716 Elmhurst Cir. – Repair (1) broken Netafim line Station 25 618 Elmhurst Cir. – Repair (1) broken Netafim line by the fence Station 56 312 Elmhurst Cir. – Repair (1) broken Netafim line			
<b>WO#:</b> 1086317	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> Landscape		<b>Category:</b>	Irrigation
<b>Date Created:</b> 07/27/2022	<b>Date Completed:</b> 07/27/2022	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> WO Request 3(Emailed 06/30): Zone 3 Controller C Station 36 701 Dunbarton Cir. – Repair (1) broken sprinkler Station 37 701 Dunbarton Cir. – Repair (1) broken Netafim line Zone 4 Controller D Station 23 1411 Commons Dr. – Repair (1) broken Netafim line Zone 5 Controller E Station 73 705 Elmhurst Cir. – Repair (1) broken lateral line in a root infested area			
<b>WO#:</b> 1086316	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> Landscape		<b>Category:</b>	Irrigation



# Work Orders

## Nepenthe Association

<b>Date Created:</b> 07/27/2022	<b>Date Completed:</b> 07/27/2022	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> WO Request 1(Emailed 06/16): Zone 1 Controller A Station 59 123 Commons Dr. – Replace (3) rotary nozzles Zone 3 Controller C Station 53 301 Dunbarton Cir. – Repair broken riser Station 69 2308 Dunbarton Cir. – Repair broken Netafim line Station 69 2320 Dunbarton Cir. – Add (4) drip emitters for (2) plants Zone 4 Controller D Station 13 1011 Dunbarton Cir. – Replace Solenoid and add to an emitter and plant Station 15 1007 Dunbarton Cir. – Repair (3) broken Netafim lines Zone 6 Controller F Station 57 310 Elmhurst Cir. – Replace clogged rotary nozzles Zone 7 Controller G Station 11 1455 University Ave. – Repair broken Netafim lines			
<b>WO#:</b> 1085668	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> 613 Dunbarton Cir		<b>Category:</b>	Pest Control
<b>Date Created:</b> 07/25/2022	<b>Date Completed:</b>	<b>Vendor:</b>	PEST CONTROL CENTER
<b>Description:</b> check holes near street lamps for animals, please contact homeowner as well			
<b>WO#:</b> 1085657	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> 1515 University Ave		<b>Category:</b>	Handyman
<b>Date Created:</b> 07/25/2022	<b>Date Completed:</b>	<b>Vendor:</b>	ELITE Service Experts
<b>Description:</b> "Please have maintenance secure my fence boards. Many of the nails on the boards facing 1485 are coming out. Thanks!"			
<b>WO#:</b> 1085363	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> 2320 American River Dr		<b>Category:</b>	Handyman
<b>Date Created:</b> 07/22/2022	<b>Date Completed:</b>	<b>Vendor:</b>	ELITE Service Experts
<b>Description:</b> back gate hits the ground when opening it, cant be opened all the way			
<b>WO#:</b> 1085331	<b>Status:</b> Closed	<b>Progress Code:</b>	Cancelled
<b>Unit/Common Area:</b> 502 Dunbarton Cir		<b>Category:</b>	Handyman
<b>Date Created:</b> 07/22/2022	<b>Date Completed:</b> 07/26/2022	<b>Vendor:</b>	ELITE Service Experts
<b>Description:</b> Street lights are still not changed and do not work			
<b>WO#:</b> 1085325	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 1006 Dunbarton Cir		<b>Category:</b>	Handyman
<b>Date</b>	<b>Date</b>	<b>Vendor:</b>	ELITE Service Experts



# Work Orders

## Nepenthe Association

<b>Created:</b> 07/22/2022		<b>Completed:</b> 07/26/2022	
<b>Description:</b> Please fix sign for 1006-1106 Vanderbilt way			
<b>WO#:</b> 1085221	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 3 Colby Ct		<b>Category:</b>	Pest Control
<b>Date Created:</b> 07/21/2022	<b>Date Completed:</b> 07/26/2022	<b>Vendor:</b>	
<b>Description:</b> We have been seeing rats along the fence line and they run into the yard of the vacant unit adjacent to ours. Is this something the HOA addresses?			
<b>WO#:</b> 1085091	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> 1405 Commons Dr		<b>Category:</b>	Pest Control
<b>Date Created:</b> 07/21/2022	<b>Date Completed:</b>	<b>Vendor:</b> PEST CONTROL CENTER	
<b>Description:</b> Jeff There is a bee hive in the green box in front 1405 Commons dr Home owner wants it moved not killed			
<b>WO#:</b> 1085006	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> Landscape		<b>Category:</b>	Tree Maintenance
<b>Date Created:</b> 07/21/2022	<b>Date Completed:</b> 07/21/2022	<b>Vendor:</b> *FRANK CARSON LANDSCAPE & MAINTENANCE INC.	
<b>Description:</b> Grove There is a huge broken branch on Swarthmore. thanks			
<b>WO#:</b> 1084273	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> Landscape		<b>Category:</b>	Irrigation
<b>Date Created:</b> 07/18/2022	<b>Date Completed:</b>	<b>Vendor:</b> *FRANK CARSON LANDSCAPE & MAINTENANCE INC.	
<b>Description:</b> Carson Zone 2 Controller B Station 53 2240 Swarthmore Dr. – Repair broken Netafim line Station 59 1255 Swarthmore Dr. – Repair broken Netafim line Station 63 2271 Swarthmore Dr. – Replace broken solenoid Station 68 2275 Swarthmore Dr. – Repair broken Netafim line Zone 3 Controller C Station 2 1113 Dunbarton Cir. – Replace broken ¾" lateral line Repair broken Netafim line Station 3 1433 Dunbarton Cir. – Repair (2) broken lateral lines Repair broken Netafim line Station 33 807 Dunbarton Cir. – Repair (3) broken lateral lines Zone 5 Controller E Station 24 608 Elmhurst Cir. – Repair broken fitting			
<b>WO#:</b> 1082988	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> 2242 Swarthmore Dr		<b>Category:</b>	Landscape
<b>Date Created:</b>	<b>Date Completed:</b>	<b>Vendor:</b> *FRANK CARSON LANDSCAPE & MAINTENANCE INC.	



# Work Orders

## Nepenthe Association

07/15/2022			
<b>Description:</b> Carson Per Zone 2 walk, please plant 1- 5 gallon Euonymus green and gold in front of the house thanks			
<b>WO#:</b> 1082985	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> Zone 6 Landscape		<b>Category:</b>	Tree Maintenance
<b>Date Created:</b> 07/15/2022	<b>Date Completed:</b>	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> Grove Board approved Groves tree work on May 25th Board meeting tree work for Zone 6 NTE \$13,500.00. Please proceed. Thanks			
<b>WO#:</b> 1082984	<b>Status:</b> Open	<b>Progress Code:</b>	Received
<b>Unit/Common Area:</b> 503 Elmhurst Cir		<b>Category:</b>	Tree Evaluation
<b>Date Created:</b> 07/15/2022	<b>Date Completed:</b>	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> Grove, Please inquire with City about obtaining a removal permit for the large Aleppo pine at 503 Elmhurst. It has created a driving hazard in the form of a large root pushing up the asphalt straight across the roadway. Once we know the City's position, we can discuss next possible steps for road remediation. Thank you.			
<b>WO#:</b> 1082979	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> Zone 3 Landscape		<b>Category:</b>	Tree Maintenance
<b>Date Created:</b> 07/15/2022	<b>Date Completed:</b>	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> Grove Board approved Groves tree work on May 25th Board meeting tree work for Zone 3 NTE \$11,480.00. Please proceed. Thanks			
<b>WO#:</b> 1082929	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> 1336 Vanderbilt Way		<b>Category:</b>	Tree Evaluation
<b>Date Created:</b> 07/15/2022	<b>Date Completed:</b>	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> Grove- The tree in front of the home,1336 vanderbilt, has been leaning for years. It is filled with foliage and the homeowner would like it looked at for possible trimming. please email the office with any updates with this work order! berania.rocha@fsresidential.com			
<b>WO#:</b> 1082910	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 202 Dunbarton Cir		<b>Category:</b>	Handyman
<b>Date Created:</b> 07/15/2022	<b>Date Completed:</b> 07/26/2022	<b>Vendor:</b>	ELITE Service Experts





## Work Orders Nepenthe Association

<b>Description:</b> please replace bright light to new light from the street light in between 202-204 dunbarton, near the cabana, for any questions please contact Markus for any questions (916)207-4699			
<b>WO#:</b> 1082865	<b>Status:</b> Closed	<b>Progress Code:</b> Completed	
<b>Unit/Common Area:</b> 1077 Vanderbilt Way		<b>Category:</b> Handyman	
<b>Date Created:</b> 07/15/2022	<b>Date Completed:</b> 07/20/2022	<b>Vendor:</b> ELITE Service Experts	
<b>Description:</b> replace strap at the bottom of the down spout next to the garage			
<hr/>			
<b>WO#:</b> 1082833	<b>Status:</b> Closed	<b>Progress Code:</b> Cancelled	
<b>Unit/Common Area:</b> 2278 Swarthmore Dr		<b>Category:</b> Handyman	
<b>Date Created:</b> 07/15/2022	<b>Date Completed:</b> 07/15/2022	<b>Vendor:</b> ELITE Service Experts	
<b>Description:</b> front light post is missing the globe			
<hr/>			
<b>WO#:</b> 1082604	<b>Status:</b> Closed	<b>Progress Code:</b> Completed	
<b>Unit/Common Area:</b> 24 ADELPHI Ct		<b>Category:</b> Handyman	
<b>Date Created:</b> 07/14/2022	<b>Date Completed:</b> 07/20/2022	<b>Vendor:</b> ELITE Service Experts	
<b>Description:</b> Fence near front has been chewed near the bottom by rats, needs a temp fix			
<hr/>			
<b>WO#:</b> 1082548	<b>Status:</b> Open	<b>Progress Code:</b> Request Sent	
<b>Unit/Common Area:</b> Landscape		<b>Category:</b> Irrigation	
<b>Date Created:</b> 07/14/2022	<b>Date Completed:</b>	<b>Vendor:</b> *FRANK CARSON LANDSCAPE & MAINTENANCE INC.	
<b>Description:</b> Carson Zone 2 Controller B Station 33 1396 Commons Dr. – Replace (1) malfunctioning solenoid Controller B Station 18 1318 Vanderbilt Wy. – Repair broken Netafim line Zone 3 Controller C Station 14 1007 University Ave. – Replace (1) malfunctioning solenoid Controller C Station 5 111 Dunbarton Cir. – Replace broken solenoid Station 6 1106 Dunbarton Cir. – Replace broken solenoid Zone 4 Controller D Station 21 1411 Commons Dr. – Replace (1) broken fitting in a root infested area Controller D Station 1 308 Dunbarton Cir. – Repair broken riser Station 3 302 Dunbarton Cir. – Repair (2) broken Netafim lines Station 17 508 Dunbarton Cir. – Repair broken Netafim line 510 Dunbarton Cir. – Repair broken riser Zone 7 Controller G 1581 University Ave. – Repair (2) broken Netafim lines			
<hr/>			
<b>WO#:</b> 1082447	<b>Status:</b> Open	<b>Progress Code:</b> Request Sent	
<b>Unit/Common Area:</b> 812 Dunbarton Cir		<b>Category:</b> Roof	
<b>Date Created:</b> 07/13/2022	<b>Date Completed:</b>	<b>Vendor:</b> ADVANCED ROOF DESIGN INC	



## Work Orders Nepenthe Association

<b>Description:</b> ARD Please seal the vent and inspect the rest of the vents on this home. This is on the south side of 812 Dunbarton			
<b>WO#:</b> 1082440	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> 1119 Vanderbilt Way		<b>Category:</b>	Roof Inspection
<b>Date Created:</b> 07/13/2022	<b>Date Completed:</b>	<b>Vendor:</b>	ADVANCED ROOF DESIGN INC
<b>Description:</b> ARD Please inspect the roof, This outside gutter cuts into the roof of the adjoining property thanks			
<b>WO#:</b> 1082364	<b>Status:</b> Closed	<b>Progress Code:</b>	Cancelled
<b>Unit/Common Area:</b> 1013 Dunbarton Cir		<b>Category:</b>	Handyman
<b>Date Created:</b> 07/13/2022	<b>Date Completed:</b> 07/13/2022	<b>Vendor:</b>	ELITE Service Experts
<b>Description:</b> Mike please check the corner of the brick aat the entryway that has broken off. Take pictures thanks			
<b>WO#:</b> 1082352	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 601 Elmhurst Cir		<b>Category:</b>	Handyman
<b>Date Created:</b> 07/13/2022	<b>Date Completed:</b> 07/20/2022	<b>Vendor:</b>	ELITE Service Experts
<b>Description:</b> Mike Please check her gate, hard to open and close			
<b>WO#:</b> 1082317	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 2249 Swarthmore Dr		<b>Category:</b>	Tree Maintenance
<b>Date Created:</b> 07/13/2022	<b>Date Completed:</b> 07/14/2022	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> Grove, Please remove fallen branch from roof of this address. Per the homeowner it is perched precariously over the edge of the roof and poses a danger to pedestrians on the walking path below. Thank you.			
<b>WO#:</b> 1082273	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 613 Elmhurst Cir		<b>Category:</b>	Siding
<b>Date Created:</b> 07/13/2022	<b>Date Completed:</b> 07/13/2022	<b>Vendor:</b>	Critical Path Reconstruction Inc
<b>Description:</b> request sent by connect on 7/13/22			



# Work Orders

## Nepenthe Association

<b>WO#:</b> 1082176	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 1012 Dunbarton Cir		<b>Category:</b>	Handyman
<b>Date Created:</b> 07/12/2022	<b>Date Completed:</b> 07/13/2022	<b>Vendor:</b>	ELITE Service Experts
<b>Description:</b> Mike Homeowner has the mailbox at his house, please install thanks			
<b>WO#:</b> 1082017	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 406 Elmhurst Cir		<b>Category:</b>	Tree Maintenance
<b>Date Created:</b> 07/12/2022	<b>Date Completed:</b> 07/14/2022	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> Grove there is a broken branch hanging from a tree in front of 406 Elmhurst. Tree number 1832 thanks			
<b>WO#:</b> 1081555	<b>Status:</b> Open	<b>Progress Code:</b>	
<b>Unit/Common Area:</b> 1425 Commons Dr		<b>Category:</b>	Irrigation
<b>Date Created:</b> 07/09/2022	<b>Date Completed:</b>	<b>Vendor:</b>	
<b>Description:</b> It appears the street side of 1423, 1425 and 1427 Commons is getting no irrigation. Plants are dehydrated and I have not seen irrigation for several days.			
<b>WO#:</b> 1081546	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 2321 Swarthmore Dr		<b>Category:</b>	Light Poles
<b>Date Created:</b> 07/09/2022	<b>Date Completed:</b> 07/13/2022	<b>Vendor:</b>	RIVER CITY ELECTRIC
<b>Description:</b> Walk way light and lights along the street do not turn on at night			
<b>WO#:</b> 1081119	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> Clubhouse		<b>Category:</b>	Pest Control
<b>Date Created:</b> 07/07/2022	<b>Date Completed:</b>	<b>Vendor:</b>	PEST CONTROL CENTER
<b>Description:</b> Jeff please inspect for rodents in the attic area, where HVAC systems are. Check if there is any active activity going on. thanks			
<b>WO#:</b> 1081115	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> Clubhouse		<b>Category:</b>	Handyman



## Work Orders Nepenthe Association

<b>Date Created:</b> 07/07/2022	<b>Date Completed:</b> 07/13/2022	<b>Vendor:</b> ELITE Service Experts	
<b>Description:</b> Mike Install new light bulbs in the HVAC closets in the attic Also please bring the old files from the attic to put them by the recycling bin			
<b>WO#:</b> 1081055	<b>Status:</b> Closed	<b>Progress Code:</b> Completed	
<b>Unit/Common Area:</b> 401 Dunbarton Cir		<b>Category:</b> Handyman	
<b>Date Created:</b> 07/07/2022	<b>Date Completed:</b> 07/13/2022	<b>Vendor:</b> ELITE Service Experts	
<b>Description:</b> Mike House number sign is about to fall. this is on the side of the house facing Dunbarton thanks			
<b>WO#:</b> 1080991	<b>Status:</b> Closed	<b>Progress Code:</b> Completed	
<b>Unit/Common Area:</b> Zone 6 Landscape		<b>Category:</b> Irrigation	
<b>Date Created:</b> 07/07/2022	<b>Date Completed:</b> 07/20/2022	<b>Vendor:</b> *FRANK CARSON LANDSCAPE & MAINTENANCE INC.	
<b>Description:</b> Carson, Please repair broken main line in the traffic island in the Elmhurst alley- adjacent to 322 Elmhurst. Thank you.			
<b>WO#:</b> 1080827	<b>Status:</b> Closed	<b>Progress Code:</b> Completed	
<b>Unit/Common Area:</b> 100 Dunbarton Cir		<b>Category:</b> Handyman	
<b>Date Created:</b> 07/06/2022	<b>Date Completed:</b> 07/13/2022	<b>Vendor:</b> ELITE Service Experts	
<b>Description:</b> Mike Please check the gate , and this will be a temporary fix. The gate is hard to open and close.			
<b>WO#:</b> 1080822	<b>Status:</b> Closed	<b>Progress Code:</b> Completed	
<b>Unit/Common Area:</b> 1410 Commons Dr		<b>Category:</b> Handyman	
<b>Date Created:</b> 07/06/2022	<b>Date Completed:</b> 07/14/2022	<b>Vendor:</b> ELITE Service Experts	
<b>Description:</b> Mike Please check her gate and if the mailbox is there install that and also her hardware for the gate			
<b>WO#:</b> 1080690	<b>Status:</b> Closed	<b>Progress Code:</b> Completed	
<b>Unit/Common Area:</b> 2 Adelphi Ct		<b>Category:</b> Lighting	
<b>Date Created:</b> 07/06/2022	<b>Date Completed:</b> 07/13/2022	<b>Vendor:</b> RIVER CITY ELECTRIC	
<b>Description:</b> River City Please replace the photocell, the lights are on during the day and off at night. See the picture of the photocell attached. Photocell is damaged. thanks			



# Work Orders

## Nepenthe Association

<b>WO#:</b> 1080677	<b>Status:</b> Open	<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> 2329 Swarthmore Dr		<b>Category:</b>	Lighting
<b>Date Created:</b> 07/06/2022	<b>Date Completed:</b>	<b>Vendor:</b>	RIVER CITY ELECTRIC
<b>Description:</b> River City Please check the light at the end of the alleyway, which is behind the garage of 2329 Swarthmore Per h/m it doesn't light			
<b>WO#:</b> 1080351	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 2329 Swarthmore Dr		<b>Category:</b>	Handyman
<b>Date Created:</b> 07/05/2022	<b>Date Completed:</b> 07/06/2022	<b>Vendor:</b>	ELITE Service Experts
<b>Description:</b> Mike Please check the light at the end of the alleyway, which is behind the garage of 2329 Swarthmore Per h/m it doesn't light thanks			
<b>WO#:</b> 1080023	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 1581 University Ave		<b>Category:</b>	Tree Maintenance
<b>Date Created:</b> 07/01/2022	<b>Date Completed:</b> 07/12/2022	<b>Vendor:</b>	*FRANK CARSON LANDSCAPE & MAINTENANCE INC.
<b>Description:</b> Homeowner is reporting a loose branch that is on her roof			
<b>WO#:</b> 1079875	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> Clubhouse		<b>Category:</b>	Pool
<b>Date Created:</b> 07/01/2022	<b>Date Completed:</b> 07/01/2022	<b>Vendor:</b>	RIVER CITY ELECTRIC
<b>Description:</b> Darren please replace the GFCI. Pool lights are not connected to the GFCI at the main clubhouse and also please check the Dunbarton Cabana pool also. thanks			
<b>WO#:</b> 1079850	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 1257 Vanderbilt Way		<b>Category:</b>	Handyman
<b>Date Created:</b> 07/01/2022	<b>Date Completed:</b> 07/06/2022	<b>Vendor:</b>	ELITE Service Experts
<b>Description:</b> The fence has pulled away from the garage wall, preventing the homeowners gate from closing properly			
<b>WO#:</b> 1079806	<b>Status:</b> Closed	<b>Progress Code:</b>	Completed



# Work Orders

## Nepenthe Association

<b>Unit/Common Area:</b> 10 Adelphi Ct	<b>Category:</b> Lighting
<b>Date Created:</b> 07/01/2022	<b>Date Completed:</b> 07/01/2022
<b>Vendor:</b> RIVER CITY ELECTRIC	
<b>Description:</b> Rivercity lights in the alley way are out. It's just on the evens and it looks like the odds have some light. Please check	
<b>WO#:</b> 1079582	<b>Status:</b> Closed
<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 1001 Dunbarton Cir	<b>Category:</b> Handyman
<b>Date Created:</b> 06/30/2022	<b>Date Completed:</b> 07/06/2022
<b>Vendor:</b> ELITE Service Experts	
<b>Description:</b> Mike Please check her gate , it doesn't lock. Also let the office know if the full gate needs to be replaced . thanks	
<b>WO#:</b> 1079575	<b>Status:</b> Open
<b>Progress Code:</b>	Request Sent
<b>Unit/Common Area:</b> 1300 Commons Dr	<b>Category:</b> Roof Inspection
<b>Date Created:</b> 06/30/2022	<b>Date Completed:</b>
<b>Vendor:</b> ADVANCED ROOF DESIGN INC	
<b>Description:</b> ARD Please inspect her roof and gutter, seems like there was a roof or gutter overfilled. Home owner has a stain on her ceiling. thanks	
<b>WO#:</b> 1079523	<b>Status:</b> Closed
<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 502 Dunbarton Cir	<b>Category:</b> Lighting
<b>Date Created:</b> 06/30/2022	<b>Date Completed:</b> 07/01/2022
<b>Vendor:</b> RIVER CITY ELECTRIC	
<b>Description:</b> Rivercity there are light that are out in front and across from 502 Dunbarton and all the way to howe ave. thanks	
<b>WO#:</b> 1079340	<b>Status:</b> Closed
<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 1491 University Ave	<b>Category:</b> Handyman
<b>Date Created:</b> 06/29/2022	<b>Date Completed:</b> 07/06/2022
<b>Vendor:</b> ELITE Service Experts	
<b>Description:</b> Handyman The gate sticks at the top please check the gate and put the lock if the home owner has one thanks	
<b>WO#:</b> 1078590	<b>Status:</b> Closed
<b>Progress Code:</b>	Completed
<b>Unit/Common Area:</b> 2316 AMERICAN RIVER Dr	<b>Category:</b> Handyman
<b>Date</b>	<b>Date</b>
<b>Vendor:</b> ELITE Service Experts	



# Work Orders

## Nepenthe Association

<b>Created:</b> 06/27/2022	<b>Completed:</b> 07/06/2022
<b>Description:</b> Board by front door is separating from concrete	

## Correspondence - Kathryn Schmid.docx



July 10, 2022

We know the large pool is designated for lap swimmers yet witness young adults using it, doing dives and cannonballs in from the side. Without signage, the onus is on residents to confront such misuse. This creates a potential for discord and in fact has previously generated shouting and insults towards the person attempting to remind others of the proper use. A very bad situation. I put forward a suggestion to stencil verbiage on the cement on both the short and long sides of the pool, i.e. "lap pool" or "lap swimmers". Omitting the word "only" to avoid affront. Rules exist to maintain peaceful coexistence. Sometimes people need to be reminded of the rules by postings in plain site.

Kathryn Schmid

2279 Swarthmore Drive

## NEP 2022-7-6 Open Session Minutes.pdf

## NEPENTHE ASSOCIATION

### Open Session Nepenthe Board of Directors

July 6, 2022 6:00 PM  
Nepenthe Clubhouse  
1131 Commons Drive  
Sacramento, 95825

#### MINUTES

##### Directors Present

JOHN BAKER - President  
MARKUS DASCHER TTEE - Secretary  
ASHLEY TANGERAAS - Senior Vice President  
JACQUELYN GREBITUS - Treasurer  
CHERYL NELSON - Member at Large

##### Directors Absent

None

##### Additional Attendees

Bettsi Ledesma, General Manager, FirstService Residential  
Andi Helms, Regional Vice President, FirstService Residential

#### I. CALL TO ORDER

Meeting was called to order at 6:00 pm.

#### II. SPECIAL ORDER

##### A. PROPOSALS FOR PHASE I SIDING, FENCING AND PAINTING

##### Resolved

The Board accepts the proposal from Critical Path Reconstruction for Phase I siding and fence repairs pending contract negotiation in the amount of \$822,857.88 payable from Reserves which has an allocation of \$604,903.

The Board accepts the proposal from Progressive Painting for Phase I painting pending contract negotiation in the amount of \$306,250 payable from Reserves which has an allocation of \$386,460.

**Motion:** JOHN BAKER

**Second:** JACQUELYN GREBITUS

▶ **Resolved**  
*The motion passed unanimously*

#### III. EXECUTIVE SESSION ACKNOWLEDGEMENT/ANNOUNCEMENT

In accordance with Civil Code Section 4935(a) the Board met in Executive Session on July 5, 2022 in order to consider litigation, matters relating to the formation of contracts with third parties, member discipline,

personnel matters, or to meet with a member, upon the member's request, regarding the member's payment of assessments, as specified in Civil Code. The directors reviewed the delinquency report, the member compliance report and discussed committee appointments under Personnel Matters.

#### **IV. COMMITTEE UPDATES**

#### **V. REPORTS**

#### **VI. HOMEOWNER FORUM**

#### **VII. HOMEOWNER CORRESPONDENCE**

The Board reviewed the letters received from the two homeowners: Don Person, 116 Dunbarton Circle regarding organic waste bins and Joel Weeden, 1109 Commons Drive regarding the change of light bulbs in the lollipop lights. It was agreed to invite a City Representative to the next Open Session to answer questions about the organic waste bins.

#### **VIII. CONSENT CALENDAR**

##### **Resolved**

The Board approves Consent Calendar Items A to C as presented.

**Motion:** MARKUS DASCHER TTEE

**Second:** JACQUELYN GREBITUS

▶ **Resolved**  
*The motion passed unanimously*

#### **A. APPROVAL OF MINUTES**

##### **Resolved**

The Open Session Minutes dated May 25, 2022 are approved as presented.

#### **B. FINANCIAL STATEMENT**

##### **Resolved**

The Board accepts the Association's income statement for April 2022, comparing actual results to budget, reserve statement, bank statements and reconciliations, check history report and general ledger as presented, subject to an annual audit. The report reflects a year to date net operating income of **-\$51,240** and year-to-date reserve funding of **\$844,262** compared to the year-to-date reserve funding budget of **\$750,480**. The actual year-to-date operating expenses were **\$579,365**. The budgeted year-to-date operating expenses were **\$558,556**. The association has **\$288,533** in operating funds, which represents **.88 months** of budgeted expenses and reserve contributions. The association has **\$10,684,628** in reserve funds.

The Board further accepts the Association's income statement for May 2022, comparing actual results to budget, reserve statement, bank statements and reconciliations, check history report and general ledger as presented, subject to an annual audit. The report reflects a year to date net operating income of **-\$113,288** and year-to-date reserve funding of **\$1,151,768** compared to the year-to-date reserve funding budget of **\$938,100**. The actual year-to-date operating expenses were **\$705,228**. The budgeted year-to-date operating expenses were **\$698,226**. The association has **\$253,486** in operating funds, which represents **.77 months** of budgeted expenses and reserve contributions. The association has **\$10,913,388** in reserve funds.

#### **C. ARCHITECTURAL APPROVALS**

##### **Resolved**

The Board confirms the recommendations of the committee as noted below:

2306 American River Dr.	Window Replacements	Approved
1287 Vanderbilt Way	Storm Door	Approved
3 Colby Court	Patio Hardscape	Approved
2232 Swarthmore Drive	HVAC System	Approved-Emergency
701 Elmhurst Circle	HVAC System	Approved-Emergency

## IX. UNFINISHED BUSINESS

### X. NEW BUSINESS

#### A. APPOINT COMMITTEES AND CHAIRS

##### Resolved

The Board appointed the committee members and chairs as outlined in the table below:

<b>Architectural Review Committee</b> Alan Watters, Chair Ken Luttrell Lee Blachowicz Patricia Singer Allen Davenport	<b>Elections Committee</b> Yvonne del Biaggio, Chair Joleen Hecht Holly Neilson
<b>Finance Committee</b> Susan Timmer, Chair Tara Zimmerman Aubrey Lara Will Vizzard Peter Pelkofer Mary Gray	<b>Insurance, Legal &amp; Safety</b> Nancy Arndorfer, Chair Jerry Dunn Bill Olmsted Leslie Arnal Ricardo Pineda
<b>Grounds Committee</b> Christina George, Chair Linda Cook Rich Lawrance Diane Durawa Jim Shaw Joleen Hecht Liza Tafoya Nina White Don Landsittel Don Ellwanger Kathy Waugh Joan Trotta Solvieg Toft	<b>Outreach Committee</b> Marcy Best, Chair Pam Livingston Ed Goldman Hallie Henle Bill Olmsted Bonnie Jacobson Gerry Gelfand Joyce Earl Judy Brewington Joan Berrett Nancy Arndorfer Theresa McCrackin Carol Duke Diana Vizzard Jan Beale

#### B. CONSIDER A PROPOSED RULE REGARDING THE SALE OF HOMES

##### Resolved

The Board accepts the proposed rule and directs management to post it to the membership via general delivery in compliance with Civil Code for a 28-day comment period. The Board further requests the

Architectural Review Committee to review the proposed rule and provide comment. Board to make final adoption of this proposed rule on August 3, 2022.

**Motion:** CHERYL NELSON  
**Second:** ASHLEY TANGERAAS

▶ **Resolved**  
*The motion passed unanimously*

#### **C. ADD STORM DRAIN INLET ON DUNBARTON CIRCLE**

##### **Resolved**

The Board approves the proposal from 1st Call Plumbing & Sewer for the installation of a storm drain inlet for a fee not to exceed \$18,500, payable from Reserves.

**Motion:** MARKUS DASCHER TTEE  
**Second:** JACQUELYN GREBITUS

▶ **Resolved**  
*The motion passed unanimously*

#### **D. PROPOSALS TO STAKE BOUNDARY NEXT TO LEVEE**

The Board agreed to invite Tim Kerr, General Manager of American River Flood Control District, to the next Open Session to discuss the boundary line.

#### **E. DISCUSS RELOCATING FENCES AT 1424 AND 1443 UNIVERSITY FOR IMPROVED SECURITY**

##### **Resolved**

The Board tables this decision pending review and recommendations from the Architectural Review Committee and the Insurance, Legal & Safety Committee.

**Motion:** ASHLEY TANGERAAS  
**Second:** MARKUS DASCHER TTEE  
**AYEs:** JACQUELYN GREBITUS, CHERYL NELSON, MARKUS DASCHER TTEE, ASHLEY TANGERAAS  
**NAYs:** JOHN BAKER

▶ **Resolved**  
*The motion passed*

#### **F. PROPOSALS FOR ASPHALT SEAL COATS**

##### **Resolved**

The Board approves the proposal for asphalt sealing and repairs from Breault Asphalt pending contract negotiation for a fee of \$177,193 payable from Reserves for the following work:

- 2 coats for alleys and clubhouse parking lot
- asphalt repairs throughout the community as noted on the proposal.

**Motion:** JOHN BAKER  
**Second:** JACQUELYN GREBITUS

▶ **Resolved**  
*The motion passed unanimously*

#### **G. REVIEW REQUEST FROM CUSTOM CARE CLEANING**

## Proposed Resolution

The Board resolves to go to bid for the janitorial contract.

**Motion:** MARKUS DASCHER TTEE

**Second:** JACQUELYN GREBITUS

**AYEs:** JACQUELYN GREBITUS, MARKUS DASCHER TTEE

**NAYs:** CHERYL NELSON, JOHN BAKER, ASHLEY TANGERAAS

▶ *The motion did not pass*

## H. BOARD GOALS

### Resolved

The Board agreed to work on the goals stated below:

#### 1. Landscape

- a. Decide whether to move forward with removing large, heavy shrubbery in the areas identified by the Grounds Committee last year.
- b. Explore more water conservation options
- c. Ensure that Association is following a comprehensive review and tracking process to regularly address landscape deficiencies.
- d. Continue to develop design guidelines and plant lists to ensure that renovations are cohesive and aesthetically pleasing.
- e. Decide whether to pursue a policy to allow homeowners to pay for landscape improvements and/or to plant in the Common Area.
- f. Control renovation costs by requiring comprehensive proposals that show the breakdown of labor and materials.

#### 2. Safety/Security

- a. Find ways to collaborate with the other Villages at Campus Commons to enhance the safety of the community.
- b. Make concerted effort to educate homeowners on the need for their own insurance and the need to have working smoke and carbon monoxide detectors.
- c. Evaluate current security contract.
- d. Continue to look for security improvements such as improved gates, locks, cameras that can be recommended to homeowners or implemented by the Association.

#### 3. Communications

- a. Improve communication with homeowners about landscape projects and processes, both in a specific manner and in general.
- b. Explore taking ads for the newsletter and delivering hard copies every month.

#### 4. Financial

- a. Have 2023 Budget ready for adoption at October Board meeting.
- b. Work with Grounds Committee, Finance Committee and Carson Landscape to define next year's Reserve allocations for landscape to ensure that they are adequate to meet the Association's responsibility to maintain the Common Area landscape needs as well as to fund any larger projects like shrub removals or replacing turf.

- c. Look at other investment options than those currently employed.
- d. Complete an analysis of ongoing repairs and handyman work. Is current handyman contract the best way to meet the need or would the Association be better served by bringing the work back in house with a full-time Facilities Technician?
- e. Review current contracts to look for savings. Decide which contracts to review:
- f. Get more training for the Board and interested homeowners on the financial elements in play at Nepenthe, specifically those relating to the Reserves.
- g. Complete Phase I Siding, Fencing and Painting project with change orders adding no more than 5% to total cost.

**5. Organization**

- a. Request that a committee member from each of the committees attend the monthly Board meeting to answer questions.
- b. Consider appointing volunteers ad hoc for special expertise on larger projects.
- c. Consider whether the Board should get more involved in the operations side of things- review the Standards and Practices for the Board to determine if changes are needed.

**6. Operations**

- a. Consider assigning a volunteer to attend City Council meetings and serve as source of information between the Association and the City.
- b. Create a member “business center” in the Clubhouse with a computer, printer, postage scale and other essentials available to the homeowners.

**XI. SECOND HOMEOWNER FORUM**

**XII. NEXT BOARD MEETING**

**XIII. ADJOURN**

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**APPROVED**

---

**DATE**



## Letter from Custom Care Services.pdf

May 20, 2022

Dear Nepenthe Board of Directors,

We want to thank you so much for being a valued Custom Care Services customer.

Due to rising economic factors, Custom Care Services is requesting a price increase. We try to keep our cleaning service rates low but due to higher costs in liability insurances (which has increased over 30% over the past two years) and workers compensation insurances, labor increases, fuel costs, supplies, etc., we must adjust our monthly service rate.

Like most businesses, Custom Care Services has been forced to reevaluate our pricing given the current economic situation. Currently, the monthly cost is \$1,890 for four (4) days per week of service or \$2,100 for five (5) days per week of service. The new requested monthly cost for four (4) days per week of service would be \$2,490.00 per month or \$3,140.00 for five (5) days per week of service.

We greatly appreciate your consideration.



**Custom Care Services**

Making the world a cleaner place since 1959

**Stephanie deFer**

8712 Mackey Road  
Elk Grove, CA 95624  
Ofc: (916) 682-7188  
Cell: (916) 752-7211

Email: [customcareservices@frontiernet.net](mailto:customcareservices@frontiernet.net)

Website: [customcareservices.net](http://customcareservices.net)

**Area between Nepenthe and apartment complex.pdf**



1425 University as viewed from University Ave. The fence on the right has since been replaced. The area in question is behind the three trees and extends all the way to the levee.



From levee slope looking at the back of 1443 University looking out to the street.

## **Estoppel Correspondence - Zimmerman.pdf**

## Bettsi Ledesma

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**From:** Tara H Zimmerman <thzimmerman@ucdavis.edu>  
**Sent:** Thursday, July 14, 2022 1:06 PM  
**To:** Bettsi Ledesma  
**Subject:** RE: "Architectural Compliance Estoppel"  
**Attachments:** Nepenthe Architectural.docx

Hi Bettsi,

Thank you for talking me with yesterday. I appreciate understanding the purpose behind this proposed rule change. I would strongly recommend some modification to the messaging and the process. The HOA and its CC&RS are required to be provided via escrow, and signed off on the buyer as having received. I lack expertise in this area, but perhaps this is something that can be included in the transmission of the other documentation, and that the seller and buyer are signing acknowledging compliance or noncompliance as a result of the inspection.

I have taken the "rules" and process, and changed it to elaborate and define responsibility – as some areas of noncompliance may actually be pending responsibility under the HOA. I would strongly suggest that the timeline expectations be defined. If I'm going to engage in this process, it's good to know what the timeline would be to get the property inspected and to get a report back. Leaving it blank, with as fast as real estate is moving at the present time, may be an issue if the inspection cannot happen for weeks. Also, I just stylistically changed "homeowner" and reference to "home" to Property and "property owner".

Ultimately, my suggestions may be discarded, but I think indicating to the current owners why this is happening will help people engage in the process.

Also, as I understand, there isn't a penalty for not following the process, just that there may be some annoyed new owners when they find the prior owner made changes and didn't disclose it. (But then, I'd guess they'd have a remedy if it wasn't disclosed)

Let me know if you have any questions,

Thanks  
Tara

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**From:** Tara H Zimmerman  
**Sent:** Wednesday, July 13, 2022 9:15 AM  
**To:** Bettsi Ledesma <Bettsi.Ledesma@fsresidential.com>  
**Subject:** "Architectural Compliance Estoppel"

Good morning Bettsi,

I was reading over the news letter and the proposed rule change. Before I weigh in, can you assist me in understanding what "reach" this rule will have:

- 1) What is the outcome if there are items out of compliance identified while a condo is in escrow? Is it the intention that the HOA will block sale of the condo until the items are remedied? If that is the case, how will the HOA process that block and will it involve legal fees if they have to "file" a lien or otherwise send a letter to the homeowner and escrow company?
- 2) Who will be doing the inspections? (i.e. committee, hired contractor/inspector, office staff, etc.)

- a. If hired contractor, who is bearing the cost? Is it the entire community via increase in the assessments, or is part of the negotiation between the buyer and seller? (If a bill is generated for this review, I do have further questions on the administrative piece, but will hold pending the response to this)
- 3) What is the expected "SERVICE LEVEL AGREEMENT"? (i.e. the number of days from request to scheduling of appointment, number of days request received to actual appointment will be held, and number of days the report will be provided to the homeowner)
  - a. I ask this because if the HOA cannot accomplish this timely to meet the escrow closing and closing of the sale is effectively blocked, it would seem that the HOA could be liable for damages for a sale falling through due to inability to complete an inspection within the needed time if the rule does not state the number of days.
- 4) What is the resolution if the items are the responsibility of the HOA? (such as my gutter and my fence) Repair requests have been but in, but are still outstanding several months later....and this has been the case for most repair requests since I have moved here. (Albeit, nothing is urgent, but if my home sale would be blocked due to something the HOA is responsible for, it should be repaired more timely).
- 5) It would seem that as part of the normal process of a sale there is the "home inspection", would that not yield a similar report?

Thank you for your time!

Tara

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Proposed  
Nepenthe Association Architectural  
Compliance Estoppel Rules

PURPOSE:

The Homeowners Association CC&RS are provided as part of changes in property ownership. To ensure disclosure of compliance or noncompliance with CC&Rs, including any changes to the original building configuration, the Nepenthe Association Architectural Committee has enacted a process to review the areas under purview of the CC&RS and to issue a report/certificate indicating compliance or documenting areas of noncompliance.

Areas of noncompliance may fall under the responsibility and cost of the Homeowners Association or the property owner and will be noted as such so that new residents/property owners will be aware of CC&R items that may or may not be part of the usual property inspection process.

When a property is listed for sale, the owner/seller should engage the following process prior close of escrow and may initiate the process prior to listing the home for sale. Homeowners may also utilize this process during refinance activities if desired.

It is not the intention of Nepenthe Association to otherwise impact the timeline of escrow, only to ensure transparency between changes in ownership and to ensure new property owners are aware of areas of noncompliance, if any, they will be responsible for if not remedied by the seller.

Steps for inspection/documentation:

- 1) Obtain from the Association a Request for Inspection form. (See Attachment A)
- 2) Complete the form and submit it to the Association at 1131 Commons Drive, Sacramento, CA 95825 or [Nepenthe.HOA@fsresidential.com](mailto:Nepenthe.HOA@fsresidential.com).
- 3) An Association representative will contact the property owner within \_\_\_ business days to schedule an appointment to inspect the exterior of the home to determine which areas of the home are in full, partial or noncompliance with the Association's governing document's architectural provisions. (See Attachment B)
- 4) After the inspection, the Association will send the property owner a report within \_\_\_ business days. The report will note the property's compliance or, where noted, areas of noncompliance with the Association's architectural provisions. (See Attachment C)



If the Association determines that the home is not in compliance with the architectural provisions, then the Association will require that the property owner (or the Association where the noncompliance is the responsibility of the Association) take the necessary steps for the home to be compliance. If the property owner negotiates these items of noncompliance to not be corrected prior to close of escrow, the property owner will inform the Association and provide a copy of the report to the buyer. After the necessary steps for the property to be in compliance have been completed, the owner will notify the Association. The Association will determine if a reinspection is needed, and will schedule accordingly. If a reinspection is deemed not needed, the Association will send the Homeowner a report/certificate that states that the home is in compliance with the architectural provisions.

Should the areas of noncompliance fall under the responsibility of the Association, the Association will provide the property owner an estimated time to resolve the noncompliant item. Once the noncompliant item has been resolved, the Association will issue a report/certification, stating the home is in compliance with the architectural provisions.

## **Estoppel Correspondence - Kershen.pdf**

Dear Nepenthe HOA board,

I write in opposition to the proposed architectural compliance certificate rule. The proposal may be costly for HOA staff, will slow real estate transactions, and may sink some sales. The rule is likely unenforceable. If the board wishes to implement this rule, I suggest making it optional for all homeowners or alternately making it a regularly scheduled inspection process.

I'd like to start with a basic question though: What is the purpose of this proposal? The board packet says that the purpose is "so that homes that are being sold ... will be determined to be either in compliance or in noncompliance" with the HOA's architectural provisions. That is a reason but not a good reason, in my opinion. If a home is out of compliance, shouldn't the defect be cured as soon as possible? Why wait for a sale? HOA staff could instead be tasked with inspecting a certain number of units each week on a rolling basis. This would cure defects more quickly and have the virtue of not interrupting impending sales.

Regular inspections may unduly burden HOA staff's time. Weighing the importance of staff time and assigned tasks is an important board duty. But regular inspections may burden staff time *less* than ad-hoc requests for inspections, as the proposed rule would require. Staff could plan for "x" hours a week of regular inspections. How will staff deal with the situation when a sale is impending but staff are burdened by other important duties? Does staff have the "extra" time in their schedule to perform these inspections? Will staff be trained to perform these inspections?

And we all know human nature. Even the most conscientious of us are unlikely to remember weeks or months ahead that we have to engage an HOA inspection. The most likely outcome of this rule will be delayed or lost sales or non-market-driven discounts. Real estate deals are time sensitive. If a potential sale is held up for weeks, a buyer could find another property or bargain for reduction in purchase price. Worse, some sellers truly must sell now. What will the homeowner who experiences illness, death, job loss, or other significant but unexpected life change do?

Further, if a sale is completed without the compliance certificate, what remedy does the HOA have? The HOA would not be able to cancel a contract or deed. Since the offending homeowner will no longer an HOA member, I doubt the HOA can do anything.

It is common when purchasing a home to learn later of issues that need to or could be fixed. I see the architectural compliance as no different from a bum dishwasher. I'm not clear why this issue is being treated with a drastic and mandatory restriction on free transfer of property. Please consider either not adopting this rule or making the rule optional for all transactions. Thank you,

Andrew Kershen  
1400 Commons Dr.

## Proposed Rule Change- Estoppel.docx

# Nepenthe Association

1131 Commons Drive  
Sacramento, CA 95825  
916-929-8380  
Nepenthe.HOA@fsresidential.com

\_\_\_\_\_, 2022

## **Notice of Board's Proposed Adoption of Change to the Association's Rules: New Architectural Compliance Estoppel Rule**

**Date:** , 2022

**Time**

**Location:**

Dear Homeowner:

Your Board is intending to adopt changes to its rules. Please see the proposed rules change enclosed.

The intended purpose and effect of the rules change is so that homes that are being sold (or, upon a Homeowner's request, when a home loan is being refinanced) will be determined to be either in compliance or in noncompliance with the Association's governing document's architectural provisions. In particular, the rules will now provide for a process where upon a home being sold (or, upon a Homeowner's request, when a home loan is being refinanced) the Association will perform an inspection of the home's exterior architectural components and then certify that the home is either in compliance or in noncompliance. (CC&Rs, Section 4.15) The process will therefor enhance the Association's ability to maintain the homes exteriors.

The Board intends to adopt the rules change at its above-referenced meeting.

You are invited to comment on the rules change at the meeting before the Board adopts the rules.

Sincerely,

Your Board of Directors

encs.

# Proposed Nepenthe Association Architectural Compliance Estoppel Rules

The process for the Homeowners to receive a certificate that their Nepenthe Association home is in compliance with the Association's governing document's architectural requirements is as follows.

All Homeowners who are in the process of selling their Nepenthe Association home must adhere to the following process before their home sale closes escrow.

Also, Homeowners who are refinancing their home loans may proceed with the following process.

1. Obtain from the Association a Request for Inspection form. (See Attachment A.)
2. Complete the form and submit it to the Association at 1131 Commons Drive, Sacramento, CA 95825 or [Nepenthe.HOA@fsresidential.com](mailto:Nepenthe.HOA@fsresidential.com).
3. The Association will make an appointment to inspect the exterior of the home to determine whether the home is either in compliance or in noncompliance with the Association's governing document's architectural provisions. (See Attachment B.)
4. After the inspection, the Association will send the Homeowner a certificate that states that the home is either in compliance or in noncompliance with the Association's governing document's architectural provisions. (See Attachment C.)
5. If the Association determines that the home is not in compliance with the architectural provisions, then the Association will require that the Homeowner take the necessary steps for the home to be compliance. After the Homeowner has taken the necessary steps for the home to be in compliance, then the Association will send the Homeowner a certificate that states that the home is in compliance with the architectural provisions.

**Nepenthe Association**  
**Architectural Compliance Estoppel**  
**Request for Inspection**

**Nepenthe home address:** \_\_\_\_\_

**Homeowner's name(s):** \_\_\_\_\_

**Homeowner's phone number:** \_\_\_\_\_

**Homeowner's email address:** \_\_\_\_\_

Received by (Association representative): \_\_\_\_\_

Date of receipt by the Association: \_\_\_\_\_

Inspection appointment date: \_\_\_\_\_ Appointment time: \_\_\_\_\_

Sale:  Refinance:

Homeowner's comments:

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Homeowner to return completed form to:

Nepenthe Association  
1131 Commons Drive  
Sacramento, CA 95825  
916-929-8380  
Nepenthe.HOA@fsresidential.com

Nepenthe Association's comments:

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# Nepenthe Association

## Architectural Compliance Estoppel

### Compliance Estoppel Checklist

Siding: O.K.: ; not O.K.:

Describe: \_\_\_\_\_  
\_\_\_\_\_

Windows: O.K.: ; not O.K.:

Describe: \_\_\_\_\_  
\_\_\_\_\_

Doors: O.K.: ; not O.K.:

Describe: \_\_\_\_\_  
\_\_\_\_\_

Porch: O.K.: ; not O.K.:

Describe: \_\_\_\_\_  
\_\_\_\_\_

Patio: O.K.: ; not O.K.:

Describe: \_\_\_\_\_  
\_\_\_\_\_

Lights: O.K.: ; not O.K.:

Describe: \_\_\_\_\_  
\_\_\_\_\_

Landscaping: O.K.: ; not O.K.:

Describe: \_\_\_\_\_  
\_\_\_\_\_

Improvements: O.K.: ; not O.K.:

Describe: \_\_\_\_\_  
\_\_\_\_\_

Other: O.K.: ; not O.K.:

Describe: \_\_\_\_\_  
\_\_\_\_\_



# Nepenthe Association Architectural Compliance Estoppel Certificate

Nepenthe home address: \_\_\_\_\_

Homeowner's name(s): \_\_\_\_\_

Nepenthe Association hereby certifies that the above-referenced Nepenthe home has been inspected by an authorized representative of Nepenthe Association and it has been determined that: (Check one of the following)

As of the date below, the home is in full compliance with Nepenthe Association's governing document's architectural requirements.

As of the date below, the home is noncompliant with Nepenthe Association's governing document's architectural requirements as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(dated)

Nepenthe Association  
Architecture Review Committee Member:

\_\_\_\_\_  
(sign name)

\_\_\_\_\_  
(print name)

Nepenthe Association  
Architecture Review Committee Member:

\_\_\_\_\_  
(sign name)

\_\_\_\_\_  
(print name)

## **Design Guidelines - carson comments 5.25.22.pdf**



# NEPENTHE ASSOCIATION

1131 Commons Drive, Sacramento, CA 95825

916.929.8380

[nepenthe.hoa@fsresidential.com](mailto:nepenthe.hoa@fsresidential.com)

## Design Guidance from Consulting Landscape Architect, Garth Ruffner, April 2022

### Carson Comments in red made 5/25/22

#### Plant choices:

- Generally, use low water-use plants – Carson Agrees with this although choice of plants is important for long term success and aesthetics
- Avoid ivy as it is high water use. Current ivy plantings may be difficult to remove. Where ivy is established, it is okay to add in higher water use plants on same valve. In our opinion established ivy does not need that much water but it is not considered a low water plant. Removing it is difficult but possible with the right approach. – we agree low water used plants should not be put on same zone.
- Develop a palette of low water use shrubs and ground covers to use successfully for mass plantings. – Carson Agrees this is a good thing
- Garth is preparing a new list of recommended low water-use plants for use throughout the community. Whenever reviewing a plant list the growth habits and maintenance needs must be considered. Often times plants look good in pots and pictures but the growth needs to be understood 3-5 years later as it matures.

#### Planting practices:

- Front door areas of the homes offer place to plant an eye-catching variety of plants in differing heights and colors. – Carson Agrees
- Other opportunities for special, showy plantings are monument islands, amenities, and other gathering spaces. – Carson agrees
- Most areas should be simple, mass plantings of a single species. The goal is to create a green palette (similar to the legacy ivy plantings) with showy locations at front doors. This is a design philosophy – there are many ways to go here, while mass plantings and no showy palette was what was used in the past this does not mean it has to stay this way. It has to be decided which approach is wanted – when deciding keep in mind mass plantings means more plants = more cost and means more maintenance to keep the mass looking groomed unless natural wild look is wanted.
- Plantings should enhance the nearby architecture- windows have low, spreading shrubs, long sections of blank walls and fences need taller plantings. – Carson Agrees
- Avoid large, heavy hedges along walkways and driveways as they obstruct passage and can be hiding places. Carson Agrees
- Use of bark is okay when area is first planted. Plants, at maturity, need to provide ample coverage to avoid the view of bare dirt. The number of new plants needs to be adequate



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to ensure coverage. – This is also a design philosophy, beautiful landscapes are created with simple spaced plants with bark mulch and with mass plantings, however mass plantings tend to be over planted and overgrow quickly and can require more maintenance if they want to be kept looking clean.

- Summer months are not recommended for undertaking new planting. – Carson agrees summer is not the ideal time to plant, however it is done routinely and successfully if the correct care is provided. Carson has been planting plants in summer here in the Sacramento area for over 47 years with success.
- Tree removal sites are not a good choice for new trees- soil is generally nitrogen deprived and tree roots will prohibit the establishment of the new trees. – this is an incomplete statement – if the area is properly prepped after tree removal then a new tree can go back in its place. The issue with nitrogen deprivation comes from the decomposition of the stump grindings if left in the soil. Bacteria that do the decomposition of the grindings consume nitrogen – so as long as the grindings are removed correctly nitrogen deprivation is not a problem. Also critical is the feeding of new trees, Carson removes stump grindings and properly feeds trees through our plant health care programs, with our practices we have been successfully planting trees where ones have been removed without any issues.
- Plantings are more interesting when the arrangement is staggered rather than lined up in rows. Instead of alternating types of plants they should be similar and grouped with taller shrubs and dwarf trees where there are blank walls. The plants need to be planted far enough out to allow for growth. – Carson agrees with this
- Recommend looking at “Green Screens” for screening unattractive equipment like water meters and air conditioning units – Carson Agrees this can be an option although sometimes less is better and provides a clean look, but this is a difference in design approach

## Irrigation:

- Shrub and turf should be on separate valves to allow for specific irrigation needs. – Carson agrees and has pointed out this to be a problem in the mapping we have provided.
- Point source emitters are discouraged. – Carson agrees, although sometimes it is necessary

## Turf:

- Recommends that the leadership team decide where turf enhances the property values and/or the lifestyle of the members and retain those areas. – Carson agrees
- Target removing small strips of turf first for conversion to shrub beds. Carson agrees but keep in mind the irrigation constraints



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- At 108 Elmhurst, consider converting turf to rain garden. (More guidance needed about rain gardens.) – Carson has no opinion on this

## Maintenance practices:

- Areas under redwood and pine trees should be allowed to accumulate a small buildup of duff to act as a natural mulch to keep down weeds and encourage water retention. – Carson agrees with that, but you have to manage the thickness of the layer and requires maintenance to keep it looking clean otherwise it will become unsightly.
- Heavy shrubbery in alleys is discouraged. – Carson agrees
- Shrubs should be encouraged to “touch” and not be pruned into individual plants with air space around them. – This is a design approach – either one can be chosen and depends in the plant material and location.
- Where there are hedges, explore thinning out the number of plants and then carefully and selectively pruning the remaining plants into small trees that can then be allowed to obtain a natural canopy. Ground covering, and dwarf shrubs would be added so that it is not just dirt below. This allows for a nice variety of plants and takes advantage of the hardy, drought tolerant qualities of the older shrubs. – Carson is open to this approach but feels this is not practical and would delay progress of renovating an area while waiting for it to develop. Also it is difficult to remove some hedge plants and leave one without damaging the roots and the whole process of renovating the area will take longer as crews try to “work around” the plants. Redoing irrigation would also be hindered by this approach. In the end the process becomes more costly.
- The timing of pruning is critical both for growth and to prevent insect infestations and disease. In our years of experience we haven’t found this to be a significant issue
- Don't prune in summer except to keep walks clear and remove atypical branches (vertical shoots and such). Summer and early Fall pruning causes needless stress on plants that encourages poor quality regrowth. This is not a practical approach in a large landscape working within budget guidelines and our years of experience hasn’t shown this to be a significant issue.
- Most-Prune plants between December and early April before new growth begins. Light pruning may also be done year-round to correct situations that cannot wait until winter. – Carson agrees with this general statement but the same comment as above applies.

## Follow up:

- Garth to review and comment on these notes.
- Garth to attend an upcoming Grounds Committee meeting.
- Garth to revise plant palette.
- Garth to provide feedback on Zone 7 planned renovation.



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- Garth to review and comment on Zones 3 and 4 tree remediations.

**Draft Plant Palette GR 2022-06-13.pdf**

**NEPENTHE MASTER PLANT LIST (DRAFT, 6-13-22)**

Type	Botanic Name	Common Name	Height x Spread	Exposure	Foliage	Mass Planting	Entry Accent	Near Ivy	Rain Garden
Trees, Ex. Turf	Acer rubrum 'October Glory'	Red Maple	60'x40'	Sun-Part Shade	Deciduous				
	Betula nigra 'Dura Heat'	River Birch	60'x40'	Sun-Part Shade	Deciduous				
Trees, Large	Pistacia chinensis	Chinese Pistache	50'x50'	Sun	Deciduous				
	Quercus ilex	Holly Oak	50'x50'	Sun-Part Shade	Evergreen				
	Quercus lobata	Valley Oak	60'x70'	Sun-Part Shade	Deciduous				Raised
	Styphnolobium (Sophora) japonicum	Japanese Pagoda Tree	60'x60'	Sun-Part Shade	Deciduous				
Trees, Medium	Laurus nobilis 'Saratoga'	Grecian Bay Laurel	35'x25'	Sun*-Shade	Evergreen				
	Ulmus propinqua 'Emerald Sunshine'	Emerald Sunshine Hybrid Elm	35'x25'	Sun	Deciduous				
	Ulmus wilsoniana 'Prospector'	Prospector Hybrid Elm	40'x30'	Sun	Deciduous				
Trees, Small	Cercis reniformis 'Oklahoma'	Oklahoma Redbud	25'x25'	Sun-Part Shade	Deciduous	Minor	Yes		
	Cotinus coggygria 'Royal Purple'	Smoke Tree	20'x20'	Sun	Deciduous	Minor	Yes		
	Lagerstroemia indica (Hybrids)	Crape Myrtle	25'x25'	Sun	Deciduous	Minor	Yes		
	Olea europea 'Swan Hill'	Fruitless Olive	25'x25'	Sun	Evergreen				
	Rhaphiolepis x. 'Majestic Beauty'	Majestic Beauty Indian Hawthorn	15'x15'	Sun	Evergreen	Minor	Yes		
Shrubs, Tall	Dodonea viscosa 'Purpurea'	Purple Hopseed Bush	15'x10'	Sun-Part Shade	Evergreen	Minor		Fair	
	Heteromeles arbutifolia	Toyon	15'x15'	Sun-Shade	Evergreen	Minor		Fair	Raised
	Mahonia x. media 'Marvel'	Columnar Mahonia	8'x6'	Shade	Evergreen	Narrow		Good	
	Nandina domestica	Heavenly Bamboo	8'x4'	Sun-Shade	Evergreen	Narrow		Good	
	Xylosma congestum 'Compacta'	Compact Xylosma	12'x12'	Sun-Part Shade	Evergreen	Minor		Fair	
Shrubs, Medium	Arctostaphylos densiflora 'Howard McMinn'	McMinn Manzanita	5'x8'	Sun-Part Shade	Evergreen	Minor		Poor	Raised
	Callistemon viminalis 'Little John'	Compact Bottlebrush	3'x6'	Sun	Evergreen	Major		Poor	
	Carex spissa	San Diego Sedge	4'x3'	Sun-Part Shade	Evergreen	Minor		Good	Bottom
	Rosa californica	California Wild Rose	5'x5'	Sun-Shade	Deciduous	Minor		Poor	Raised
	Rosa x. 'Icecap'	Icecap Rose	5'x4'	Sun-Part Shade	Deciduous	Minor	Yes	Fair	
	Sollya heterophylla	Australian Bluebells	5'x5'	Part-Full Shade	Evergreen	Minor		Fair	
Shrubs, Low	Cistus cobariensis 'Little Miss Sunshine'	Variiegated Compact Rockrose	2'x4'	Sun-Part Shade	Evergreen	Minor	Yes	Poor	
	Chondropetalum tectorum	Compact Cape Rush	3'x3'	Sun-Part Shade	Evergreen	Minor		Good	Bottom
	Dianella revoluta 'Allyn-Citation'	Cool Vista Dianella	3'x3'	Sun-Part Shade	Evergreen	Major	Yes	Good	
	Lomandra longifolia 'Lomlon'	Lime Tuff Lomandra	3'x5'	Sun-Shade	Evergreen	Major		Good	
	Nandina domestica 'Gulf Stream'	Gulf Stream Heavenly Bamboo	4'x2'	Sun-Shade	Evergreen	Narrow		Good	
Perennials	Acanthus mollis	Bear's Breech	3'x6'	Shade	Deciduous	Minor		Good	
	Bergenia crassifolia	Winter Bergenia	1'x2'	Shade	Evergreen	Minor	Yes	Poor	
	Dietes bicolor	Fortnight Lily	3'x6'	Sun-Part Shade	Evergreen	Major		Good	
	Helleborus argutifolius	Corsican Hellbore	2'x3'	Shade	Evergreen	Minor	Yes	Poor	
	Iris douglasii	Pacific Coast Iris	1'x2'	Part-Full Shade	Evergreen	Major	Yes	Poor	
	Penstemon heterophyllus 'Margarita BOP'	Penstemmon	1'x2'	Sun-Part Shade	Evergreen	Minor	Yes	Poor	Raised
	Tulbaghia violaceae (non-variegated)	Society Garlic	2'x4'	Sun-Part Shade	Evergreen	Minor	Yes	Poor	
Groundcovers	Carex divulsa	Eurasian Grey Sedge	1'x3'	Sun-Part Shade	Evergreen	Major		Poor	Bottom
	Geranium x. cantabrigiense 'Biokovo'	Biokovo Geranium	1'x3'	Shade	Evergreen	Major		Poor	
	Juniperus sabina 'Buffalo'	Creeping Juniper	1'x8'	Sun-Part Shade	Evergreen	Major		Poor	
	Mahonia repens	Creeping Mahonia	1'x5'	Shade	Evergreen	Minor		Poor	
	Myoporum parvifolium	Creeping Boobialla	1'x8'	Sun	Evergreen	Minor		Poor	
	Rosa x. 'Meidrifora', 'Meijocos', 'Meimirrote'	Drift Rose (Coral, Pink, Apricot)	2'x5'	Sun-Part Shade	Deciduous	Major	Yes	Poor	
	Vinca minor (low water in shade)	Dwarf Periwinkle	1'x3'	Shade	Evergreen	Major		Poor	
	Westringia fruticosa 'Mundi'	Creeping Coast Rosemary	1'x6'	Sun	Evergreen	Major		Poor	

\*Paint trunks w/  
white latex paint  
in full sun



## **Tree Removal Remediations Recap.pdf**



**Nepenthe Association — Landscape Improvements Re-Cap**

<u>Zones</u>	<u>Cost</u>
Zone 1	\$17,065.00
Zone 2	\$14,060.00
Zone 3	\$13,045.00
Zone 4	\$8,390.00
Zone 5	\$17,025.00
Zone 6	\$14,470.00
Zone 7	\$8,290.00
<b>Total</b>	<b>\$92,345.00</b>

## **Zone 1 11 Adelphi.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 1 – 11 Adelphi Ct.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust, remove some Ivy, and fill with topsoil
- Install new plants and retrofit irrigation to accommodate the new plants
- Install Berry creek rock

### Materials

(1) 5-gal. Loropetalum Standard	Materials \$620
(2) 5-gal. Pencil Holly	Labor 1,380 (12 hours/\$115 per hour)
(5) 2-gal. Daniellas	
2 yds. Berry Creek Rock	
½ yd. Topsoil	
Misc. Irrigation Parts and Hardware	
Fertilizer	
Waste Fee	

**Total Labor and Materials: \$2,000.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

### **Carson Landscape Industries**

Contractor’s License No. 470283  
 9530 Elder Creek Rd.  
 Sacramento, CA 95829-9306  
 Tel: 916-856-5400 • Fax: 916-856-5410  
 Email: olopez@carson1975.com

Nepenthe Association  
 1131 Commons Drive  
 Sacramento, CA 95825  
 Tel: 916-929-8384  
 Email: bettsi.ledesma@fsresidential.com

By: <u>Oscar Lopez (by JC)</u>	By: _____
Name: <u>Oscar Lopez</u>	Name: <u>Bettsi Ledesma</u>
Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____

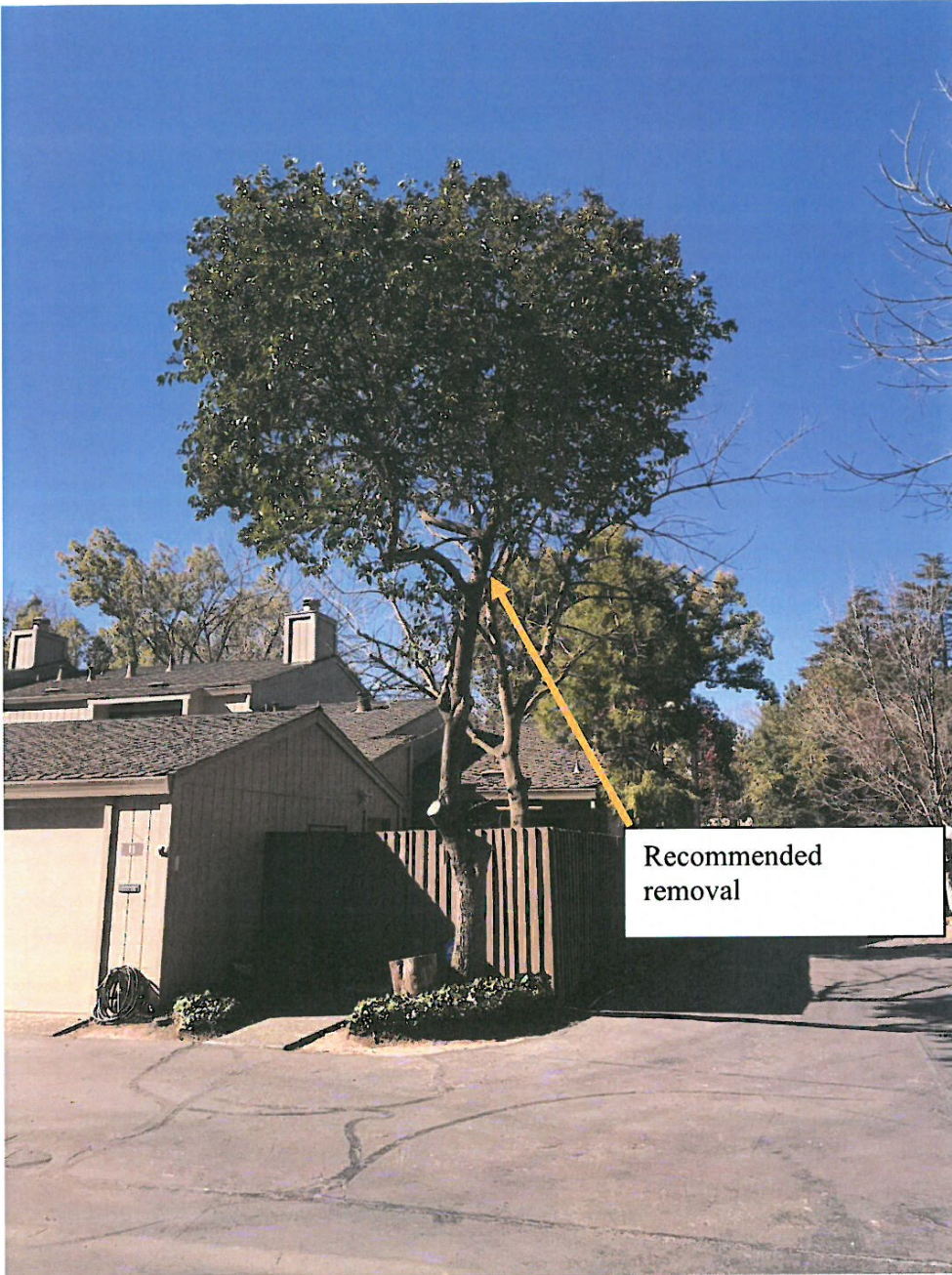


Figure 12



Figure 13

## **Zone 1 16 Adelphi.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 1 – 16 Adelphi Ct.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and install topsoil
- Install new tree, shrubs and Perennials
- Retrofit irrigation to accommodate the new tree and shrubs
- Install Berry creek rock to down spouts
- Install potting soil and walk-on bark
- Remove superficial roots

### Materials

(8) Flats English Ivy	
(11) 5-gal. Sun/ Shade Perennials	Materials \$2,365
(10) 2-gal. Mix Perennials Shrubs	Labor \$5,520 (48 hours)
(1) 15-gal. Maple Tree	
6 yds. Walk-on Bark	
3 yds. Berry Creek Rock	
1 yd. Topsoil	
1 yd. Potting Soil	
Misc. Irrigation Parts and Hardware	
Fertilizer	
Waste Fee	

**Total Labor and Materials: \$7,885.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Name: <u>Oscar Lopez</u>	Name: <u>Bettsi Ledesma</u>
Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____



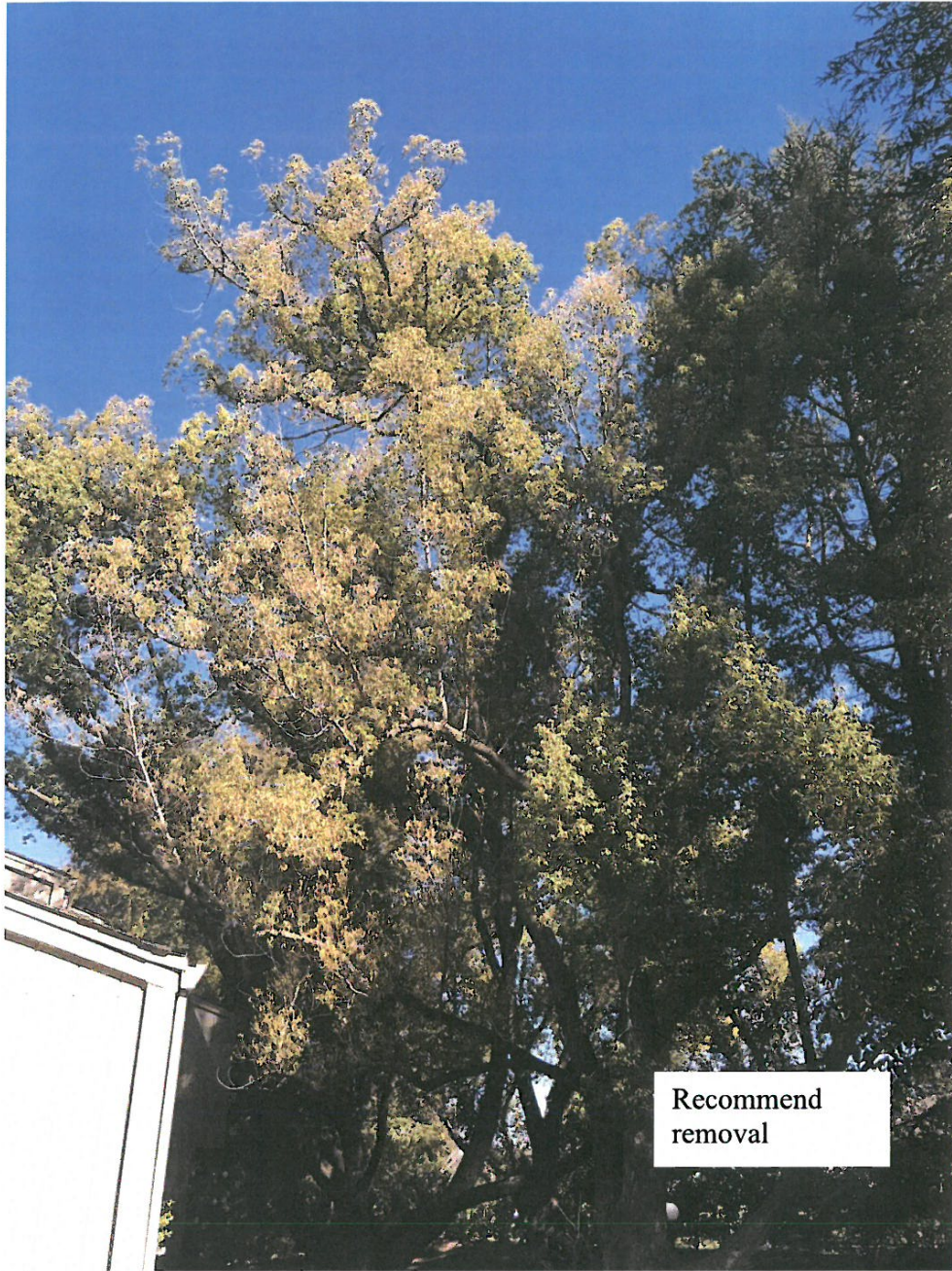


Figure 19

## Zone 1 31 Adelphi.pdf

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 1 – 31 Adelphi Ct.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and fill with topsoil
- Relocate new tree, remove (3) Podocarpus and remove stumps
- Install new shrubs, reseed the area and retrofit irrigation to accommodate the new plants
- Install walk-on bark and install tree stakes for the new tree

### Materials

(3) 7-gal. Loropetalum Standard

(1) 24" Magnolia or Cedar Tree

1 yd. Topsoil

1 yd. Black Humus

3 yds. Walk-on Bark

5 lbs. Dwarf Fescue Sod

1-Set Tree Stake Assembly

Misc. Irrigation Parts and Hardware

Fertilizer

Waste Fee

Materials \$1,260

Labor \$2,990 (26)

**Total Labor and Materials:**

**\$4,250.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Email: bettsi.ledesma@fsresidential.com

By: Oscar Lopez (by JC)

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

Name: Oscar Lopez

Name: Bettsi Ledesma

Title: Account Manager

Title: \_\_\_\_\_

Date: 05/24/2022

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

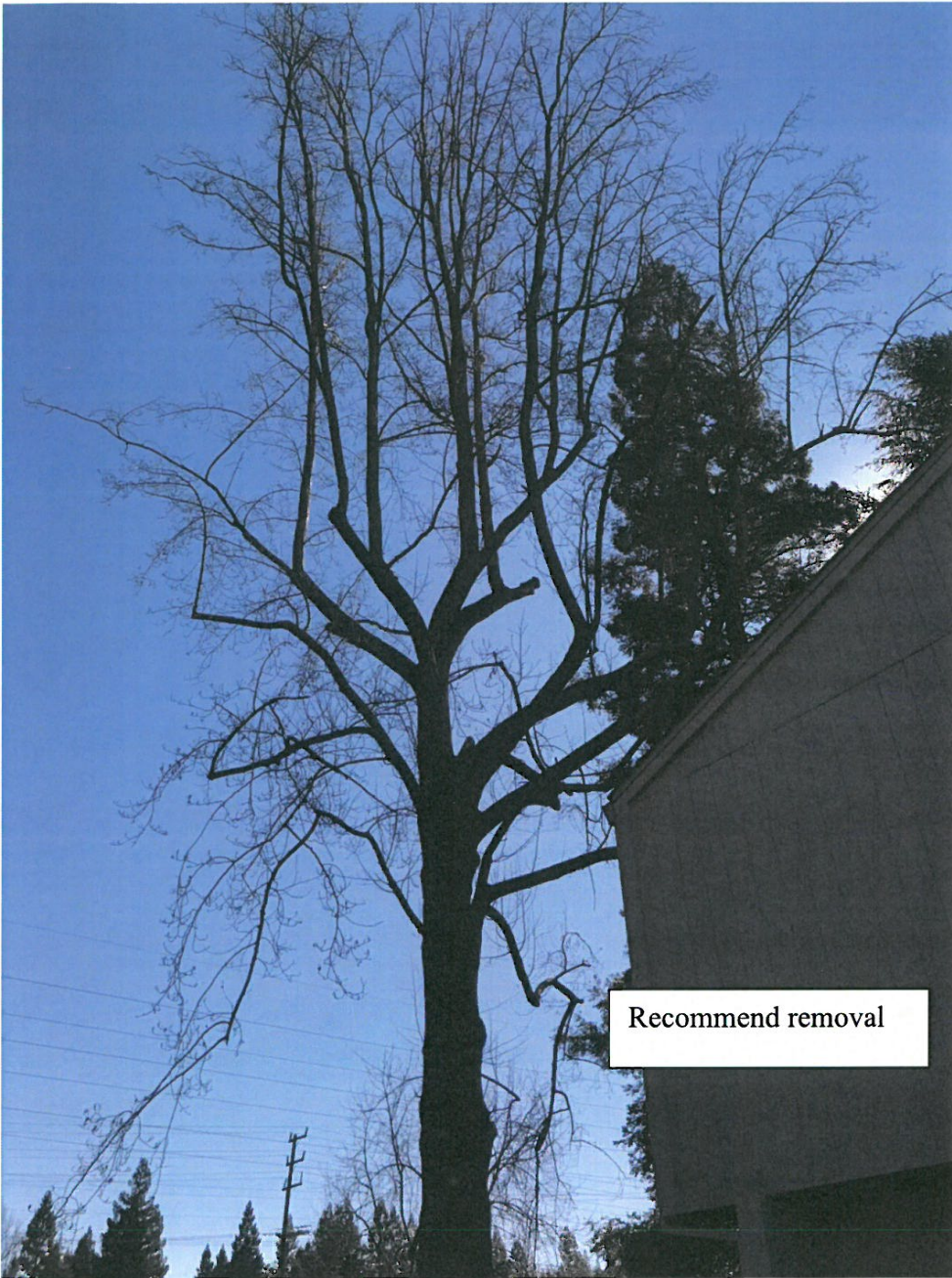


Figure 18

## **Zone 1 1065 Commons.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 1 – 1065 Commons Dr.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust from the area, add topsoil, and detail the area

### Materials

½ yd. Topsoil	Materials \$90
Misc. Irrigation Parts and Hardware	Labor \$345 (3)
Fertilizer	
Waste Fee	

**Total Labor and Materials: \$435.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Name: <u>Oscar Lopez</u>	Name: <u>Bettsi Ledesma</u>
Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____



Figure 11

## Zone 1 2320 American River.pdf



## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 1 – 2320 American River Dr**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust, add potting soil, and install a new tree and shrubs
- Detail area, retrofit irrigation to accommodate the new tree and shrubs

### Materials

(1) 24" Hornbeam or Red Cedar	
(3) 5-gal. English Laurel	
(1) Set Tree Stake Assembly	
1 yd. Potting Soil	Materials \$655
Misc. Irrigation Parts and Hardware	Labor \$1,860 (16 hours)
Fertilizer	
Waste Fee	

**Total Labor and Materials: \$2,495.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____



Figure 3

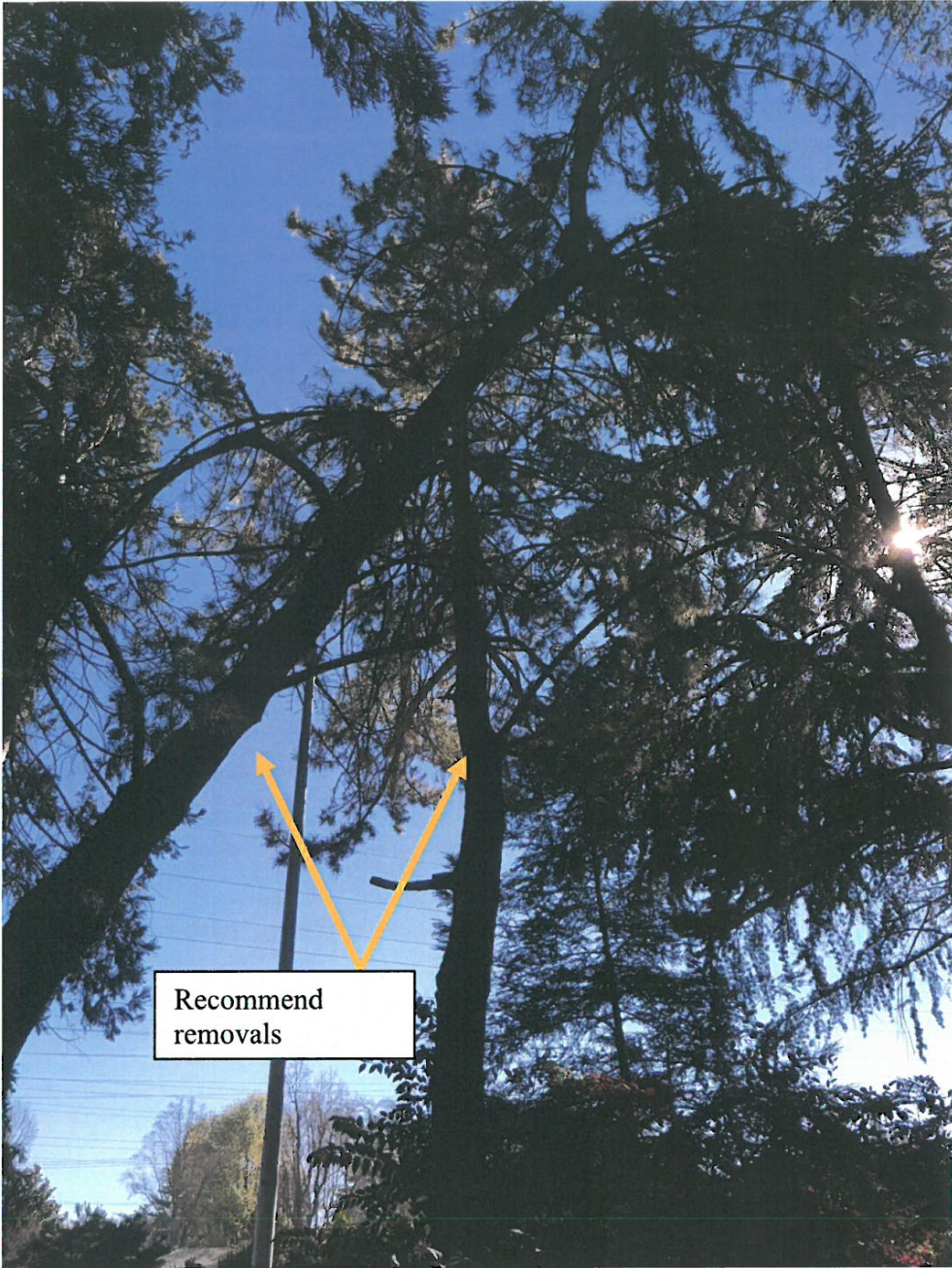


Figure 4

## **Zone 2 1366 Commons.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 2 – 1366 Commons Dr.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and grind superficial roots
- Install topsoil and grade the area
- Install Dwarf fescue approximately 144 sq. ft.

### Materials

½ yd. Topsoil Blend	
144 sq. ft. Dwarf Fescue Sod	Materials \$295
Misc. Irrigation Parts and Hardware	Labor \$1,150 (10)
Fertilizer	
Waste Fee	

**Total Labor and Materials: \$1,445.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

### **Carson Landscape Industries**

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 Email: olopez@carson1975.com

Nepenthe Association  
 1131 Commons Drive  
 Sacramento, CA 95825  
 Tel: 916-929-8384  
 Email: bettsi.ledesma@fsresidential.com

By: <u>Oscar Lopez (by JC)</u>	By: _____
Name: <u>Oscar Lopez</u>	Name: <u>Bettsi Ledesma</u>
Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____

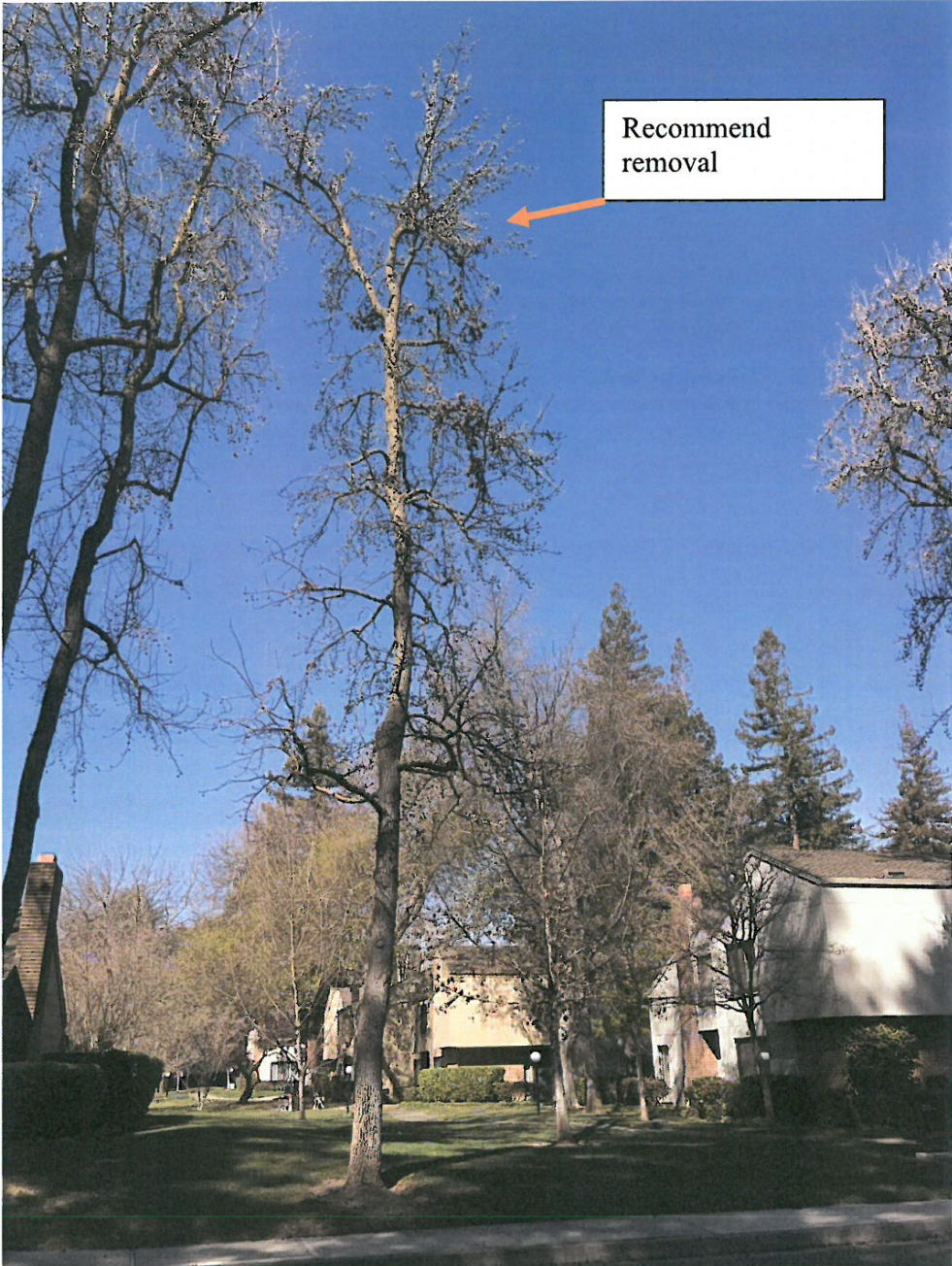


Figure 2

## **Zone 2 2271 Swarthmore (1).pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 2 – 2771 Swarthmore Dr.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and remove superficial roots
- Install topsoil and retrofit irrigation to accommodate new sod
- Install new Dwarf fescue sod

### Materials

1 yd. Topsoil Blend	
396 sq. ft. Dwarf Fescue Sod	
Misc. Irrigation Parts and Hardware	Materials \$565
Fertilizer	Labor \$2,760 (24)
Waste Fee	

**Total Labor and Materials: \$3,325.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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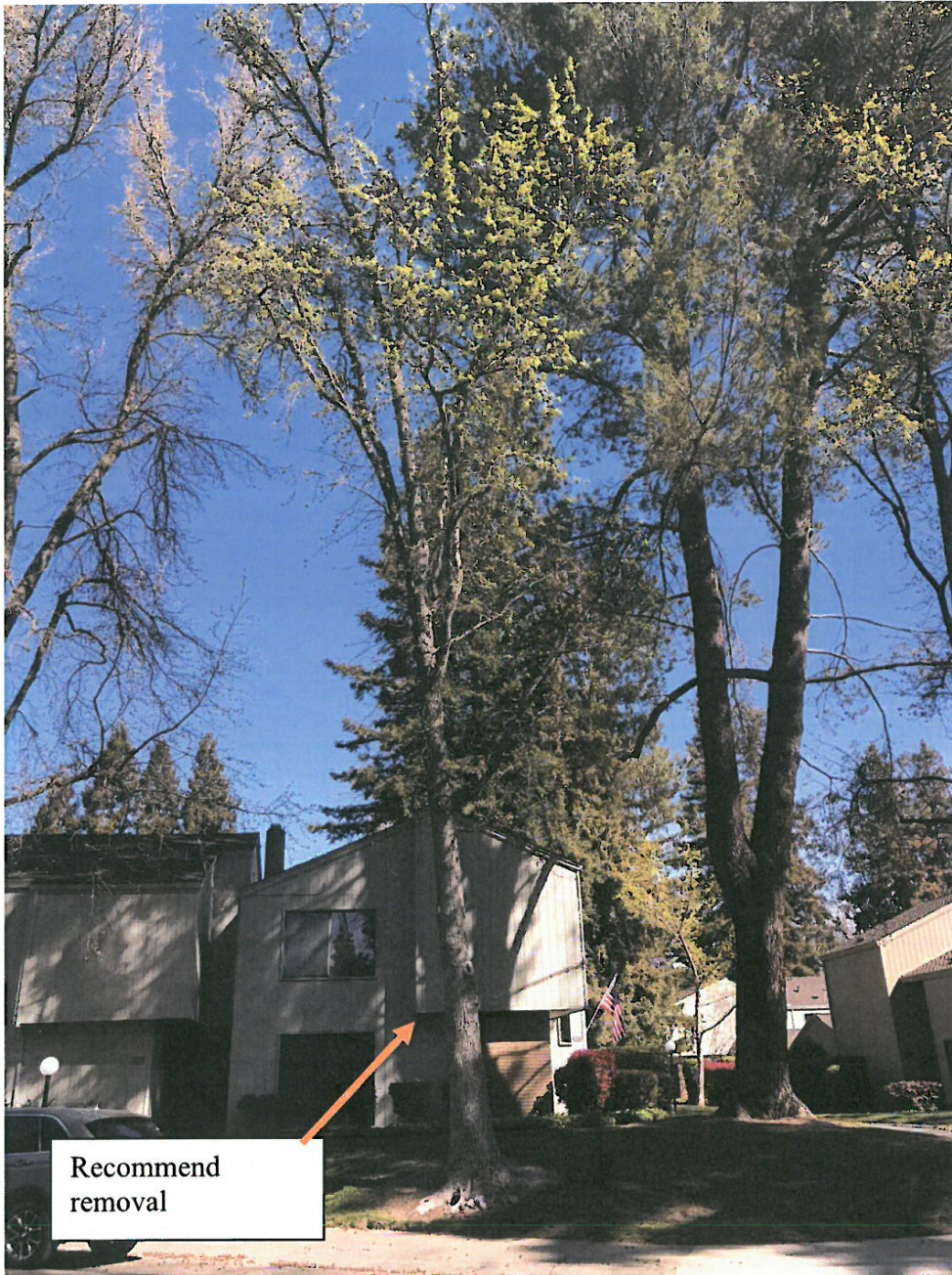


Figure 15

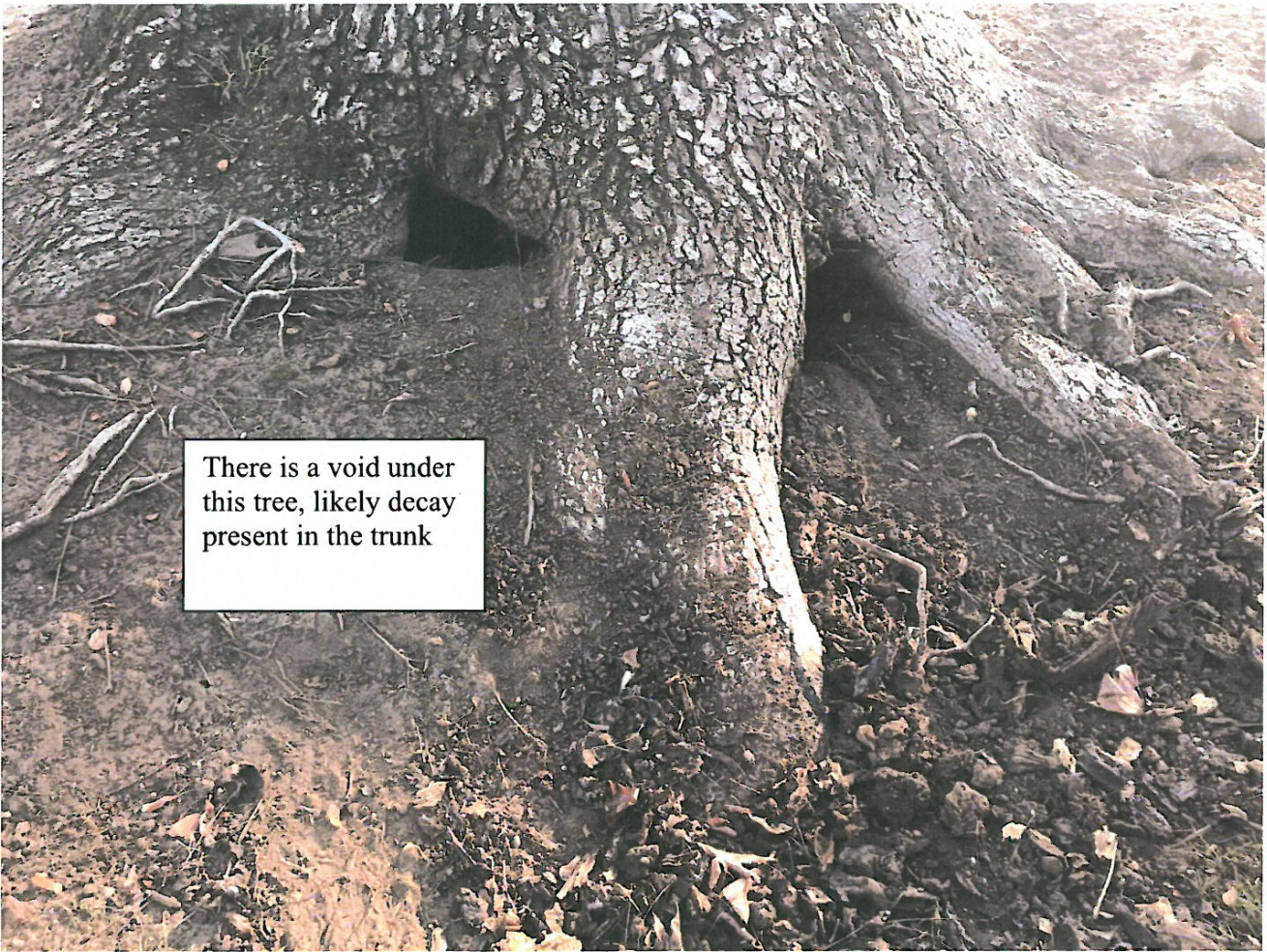


Figure 16

## **Zone 2 2271 Swarthmore (2).pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 2 – 2771 Swarthmore Dr. Figures 17-18**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and remove superficial roots
- Install topsoil and retrofit irrigation to accommodate new sod
- Install new Dwarf fescue sod

### Materials

1 yd. Topsoil Blend	
396 sq. ft. Dwarf Fescue Sod	
Misc. Irrigation Parts and Hardware	Materials \$565
Fertilizer	Labor \$2,760 (24)
Waste Fee	

**Total Labor and Materials: \$3,325.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____

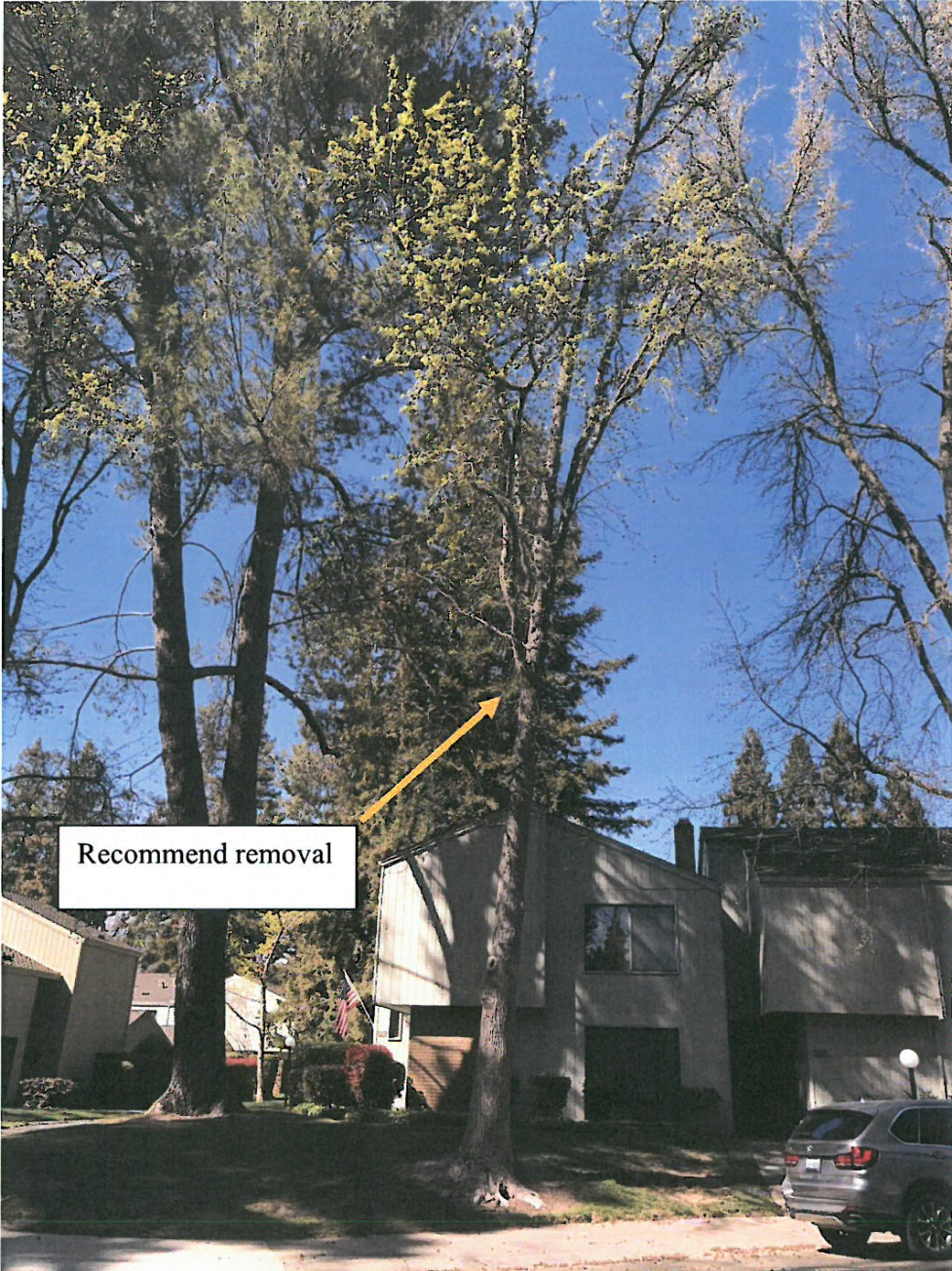
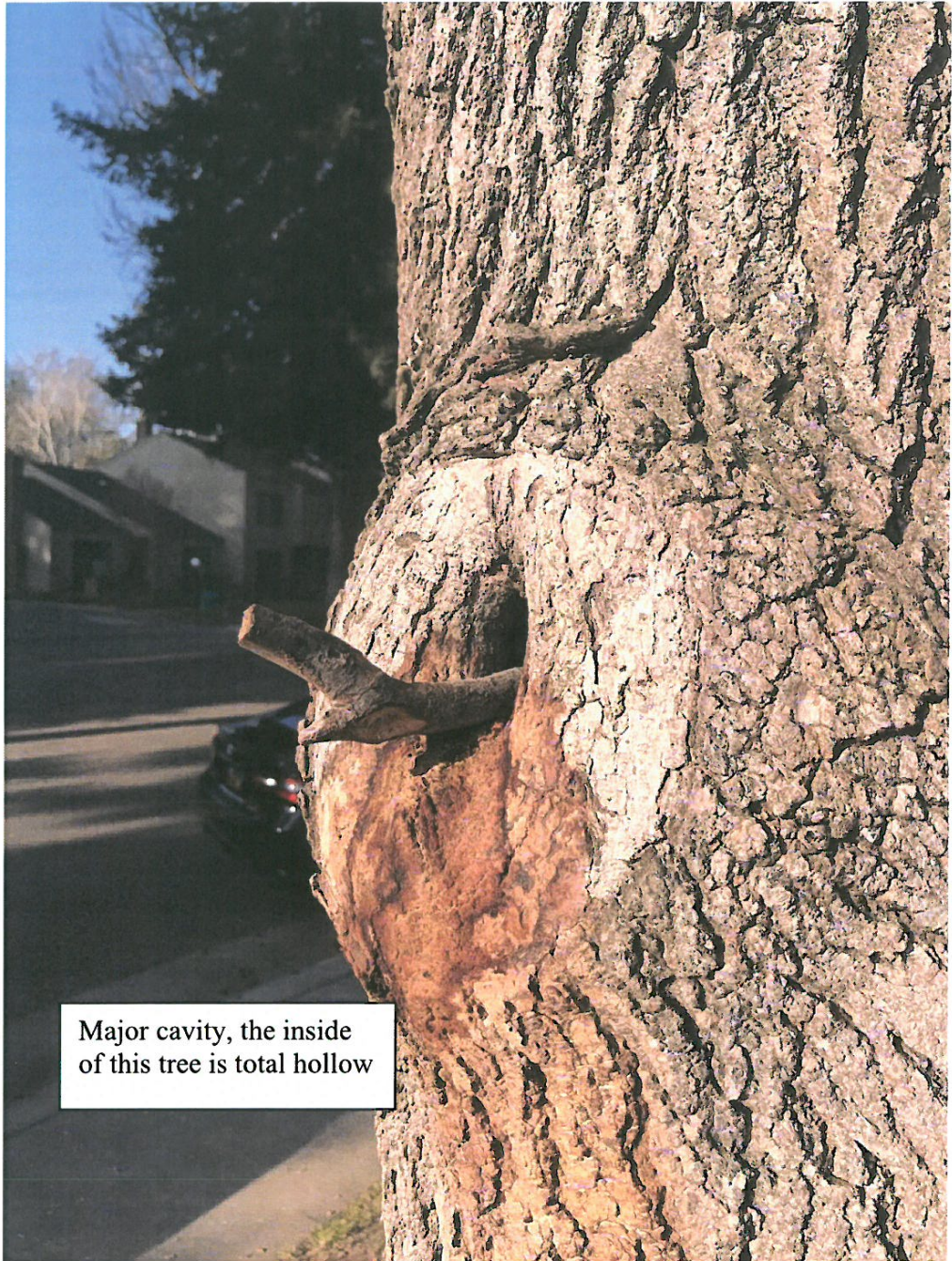


Figure 17



Major cavity, the inside of this tree is total hollow

Figure 18

## **Zone 2 2273-2275 Swarthmore.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 2 – Swarthmore Dr. – 2273 & 2275**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust, remove surface roots, and remove old shrubs
- Remove the stumps and fill in the area with topsoil blend
- Install new shrubs and retrofit irrigation to accommodate new plants
- Install Berry creek rock to down spouts
- Install walk-on bark

### Materials

2 yds. Walk-on Bark	
3 yds. Berry Creek Rock	
1 yd. Topsoil	Materials \$1,360
(12) 5-gal. Shrubs	Labor \$4,600 (40)
(7) 2-gal. Mix Perennials	
Misc. Irrigation Parts and Hardware	
Fertilizer	
Waste Fee	

**Total Labor and Materials: \$5,965.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Title: <u>Account Manager</u>	Title: _____
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Figure 19

## **Zone 4 1427 Commons.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 4 – 1427 Commons Dr.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust, install topsoil, install Ivy, and walk-on bark
- Install Berry creek rock and new shrubs
- Retrofit irrigation to accommodate the new plants
- Detail area

### Materials

(8) Flats of English Ivy	
(4) 5-gal. Shrubs Sun/Shade	
3 yds. Berry Creek Rock	
3 yds. Walk-on Bark	
1 yd. Topsoil	Materials \$1,095
Misc. Irrigation Parts and Hardware	Labor \$3,680 (32)
Fertilizer	
Waste Fee	

**Total Labor and Materials: \$4,775.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____



Figure 3



Figure 4

## **Zone 5 1055 Vanderbilt.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 5 – 1055 Vanderbilt Wy.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust, grind superficial roots, install topsoil blend, install Dwarf fescue sod and install walk-on bark

### Materials

1 yd. Topsoil	
135 sq. ft. Dwarf Fescue Sod	
2 yds. Walk-on Bark	
Misc. Irrigation Parts and Hardware	Materials \$255
Fertilizer	Labor \$920 (8)
Waste Fee	

**Total Labor and Materials: \$1,175.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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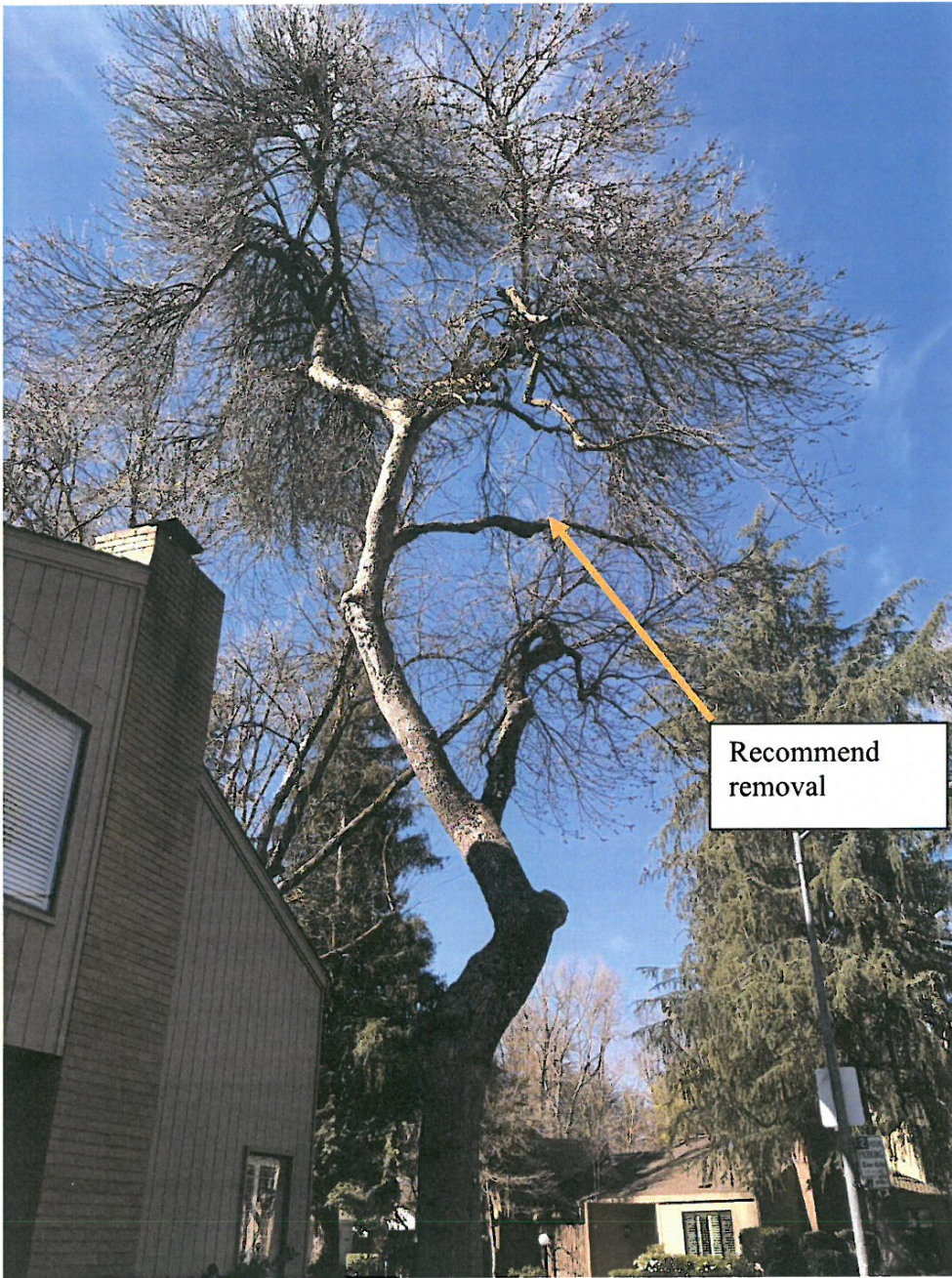


Figure 3



## **Zone 5 1217-1215 Vanderbilt.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 5 – 1217-1215 Vanderbilt Wy.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and old Pittosporum and Photinia shrubs
- Remove the stumps and fill in the area with topsoil blend
- Install new shrubs and retrofit irrigation to accommodate new plants
- Re-stake the tree, install Berry creek rock and install walk-on bark

### Materials

(1) 24" Box River Burch or Maple Bloodwood

3 yds. Walk-on Bark

3 yds. Berry Creek Rock

1 yd. Topsoil

(22) 5-gal. Shrubs

(10) 2-gal. Daniellas and Perennials

1-Set Tree Stake Assembly

Misc. Irrigation Parts and Hardware

Fertilizer

Waste Fee

Materials \$2,265  
 Labor \$6,185 (56)

**Total Labor and Materials:**

**\$8,450.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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 Email: bettsi.ledesma@fsresidential.com

By: Oscar Lopez (by JC)  
 Name: Oscar Lopez  
 Title: Account Manager  
 Date: 05/24/2022

By: \_\_\_\_\_  
 Name: Bettsi Ledesma  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



Figure 6

## **Zone 5 1231 Vanderbilt.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 5 – 1231 Vanderbilt Wy**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and install topsoil blend
- Mow section of turf and dethatch area
- Rake area and install Dwarf fescue seed
- Cover with black humus
- Check irrigation and program controller to accommodate new seed area

### Materials

1 yd. Topsoil Blend	
7 lbs. Dwarf Fescue Seed	
1½ yd. Black Humus	
Misc. Irrigation Parts and Hardware	Materials \$280
Fertilizer	Labor \$920 (8)
Waste Fee	

**Total Labor and Materials: \$1,200.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____



Figure 18

## **Zone 6 326 Elmhurst.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 6 – 326 Elmhurst Cir.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and superficial roots
- Install topsoil blend and level area
- Check irrigation and retrofit system if needed
- Install Dwarf fescue sod
- Set-up irrigation system for proper irrigation

### Materials

1 yd. Topsoil Blend	
180 sq. ft. Dwarf Fescue Sod	Materials \$345
Misc. Irrigation Parts and Hardware	Labor \$920 (8)
Fertilizer	
Waste Fee	

**Total Labor and Materials: \$1,265.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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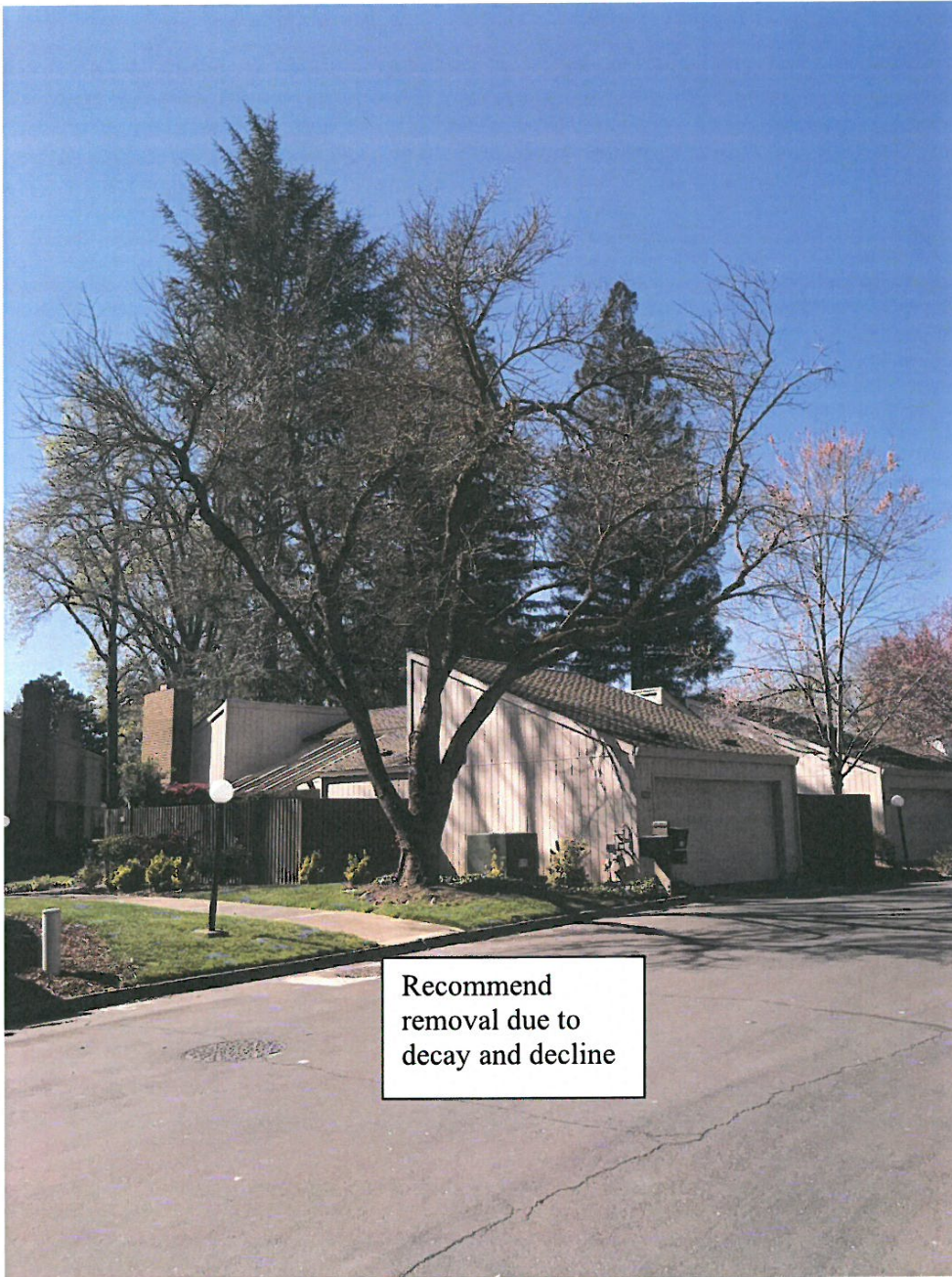


Figure 2



Figure 3

## **Zone 6 510 Elmhurst.pdf**

## Landscape Improvements Revised 07/14/22

Project Address: Commons Dr. - 1131  
 Project Name: Nepenthe Association  
 On-Site Location: Zone 6 – 510 Elmhurst Cir.

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust, stumps, superficial roots and install topsoil blend
- Install new plants and retrofit irrigation to accommodate new plants
- Install Berry creek rock and walk-on bark
- Detail area

### Materials

(3) 5-gal. Shrubs Sun/Shade  
 (10) 5-gal. Nandina Domestica  
 3 yds. Walk-on Bark  
 1 yd. Berry Creek Rock  
 2 yds. Topsoil Blend  
 Misc. Irrigation Parts and Hardware  
 Fertilizer  
 Waste Fee

Materials \$1,085  
 Labor \$4,140 (36)

**Total Labor and Materials: \$5,225.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Date: <u>07/14/2022</u>	Date: _____

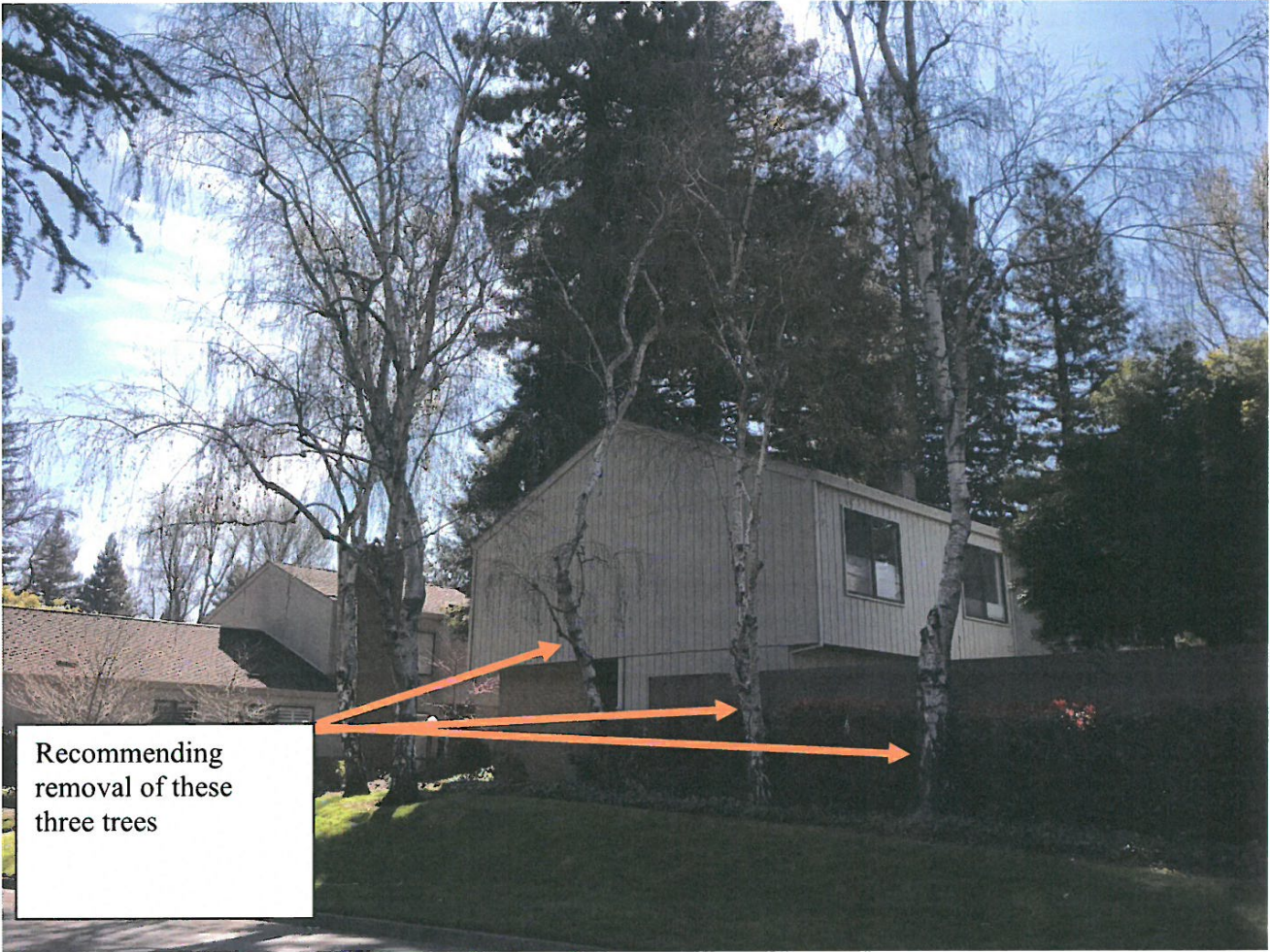


Figure 4

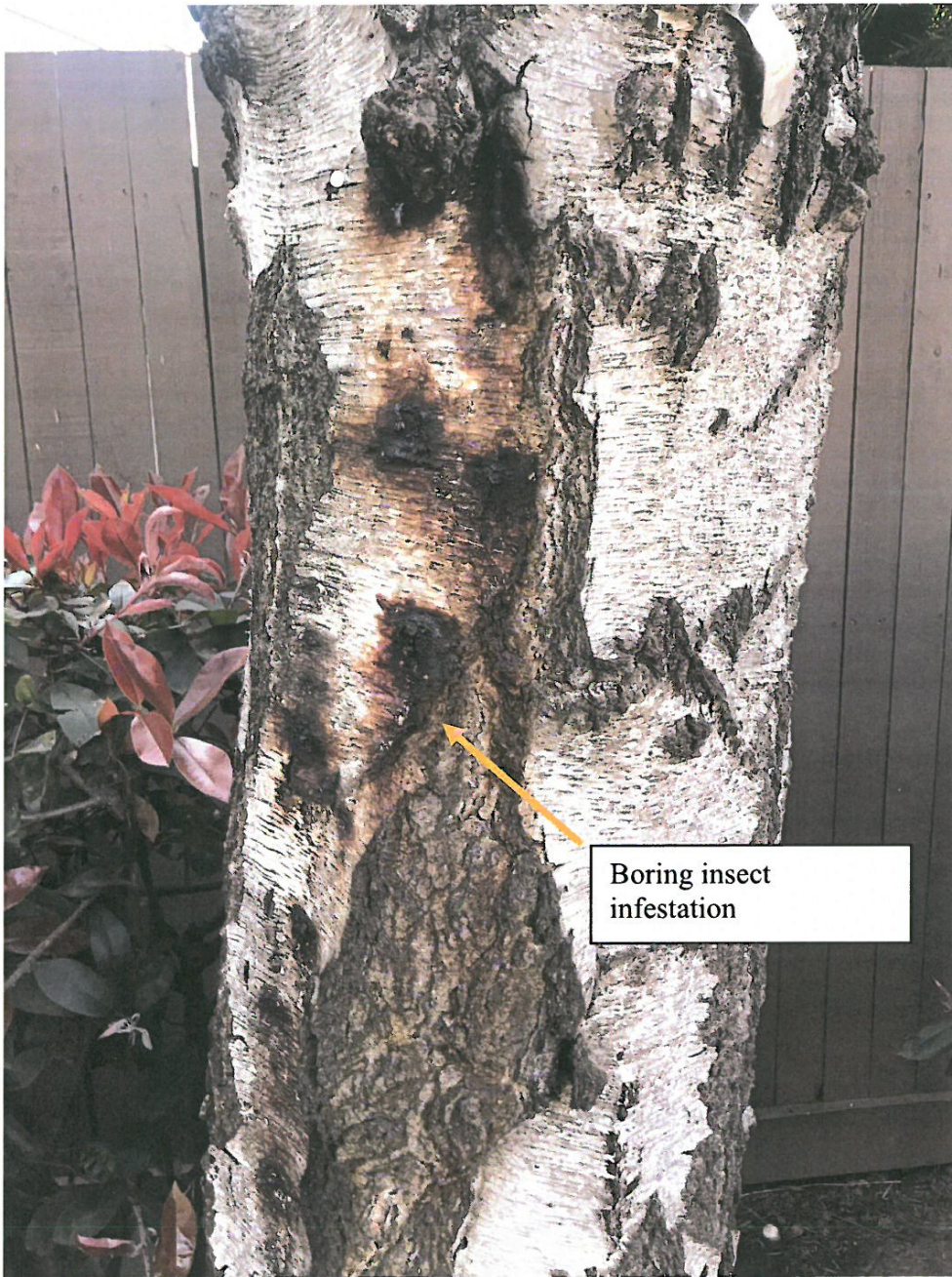


Figure 5

## **Zone 6 618 Elmhurst.pdf**

## Landscape Improvements Revised 07/14/22

Project Address: Commons Dr. - 1131  
 Project Name: Nepenthe Association  
 On-Site Location: Zone 6 – 618 Elmhurst Cir.

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust, stumps, Ivy and fill in with topsoil blend
- Install new plants and retrofit irrigation to accommodate new plants
- Install walk-on bark
- Check irrigation and retrofit system if needed
- Detail area

### Materials

3 yds. Walk-on Bark  
 2 yds. Topsoil Blend  
 (8) 5-gal. Shrubs Loropetalum and Other  
 (10) 5-gal. Full Sun Shrubs or other Nandina Domestica  
 Misc. Irrigation Parts and Hardware  
 Fertilizer  
 Waste Fee

Materials \$1,210  
 Labor \$4,140 (36)

**Total Labor and Materials: \$5,350.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Figure 8

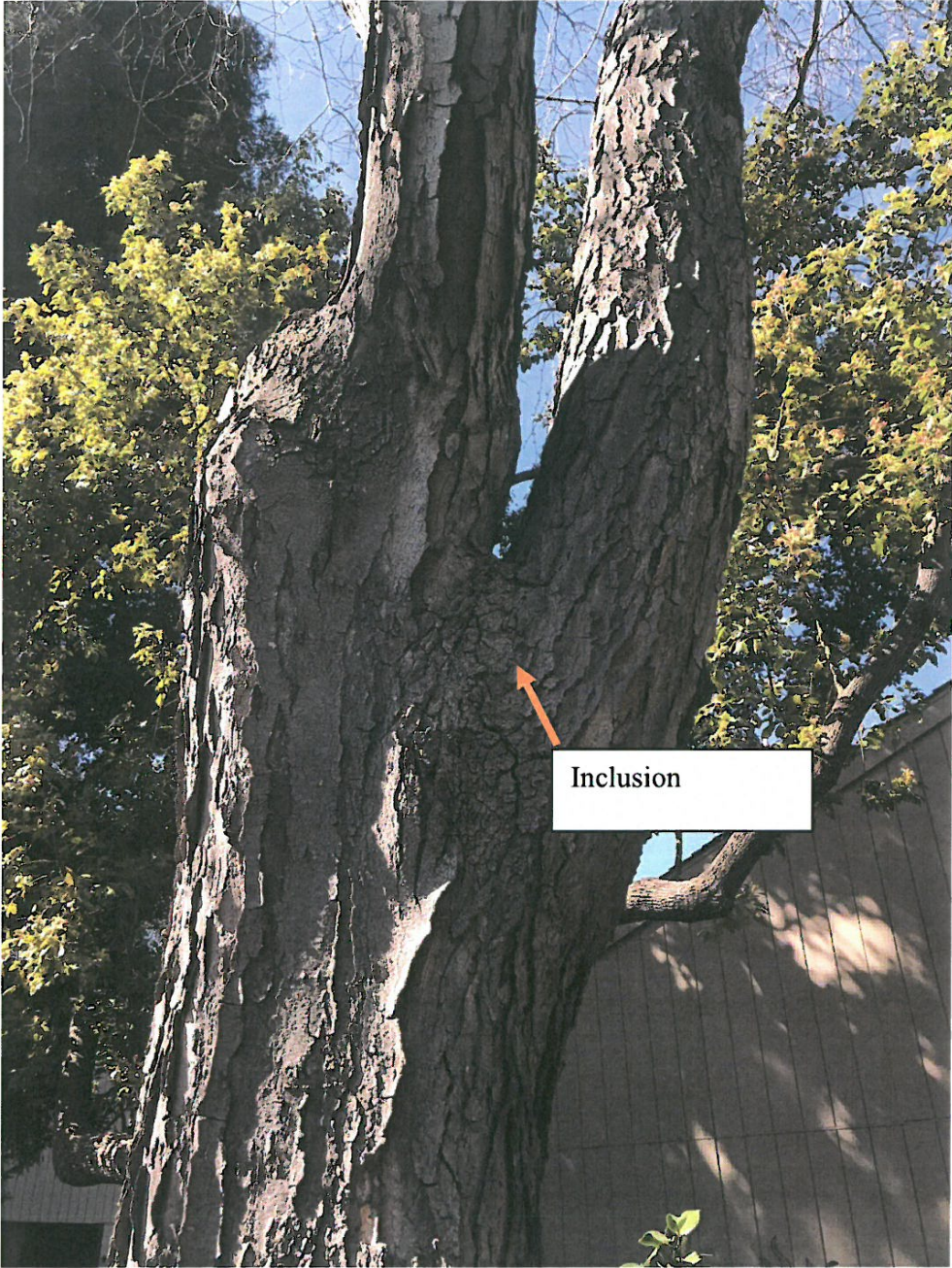


Figure 9

## **Zone 6 814 Elmhurst.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 6 – 814 Elmhurst Cir.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and (1) old Escallonia shrub
- Remove stump and fill in the area with topsoil blend
- Install new shrubs and retrofit irrigation to accommodate new plants
- Install walk-on bark

### Materials

1 yd. Walk-on Bark	
1 yd. Topsoil Blend	
(6) 5-gal. Shrubs Shade/ Sun	
Misc. Irrigation Parts and Hardware	
Fertilizer	Materials \$465
Waste Fee	Labor \$920 (8)

**Total Labor and Materials: \$1,385.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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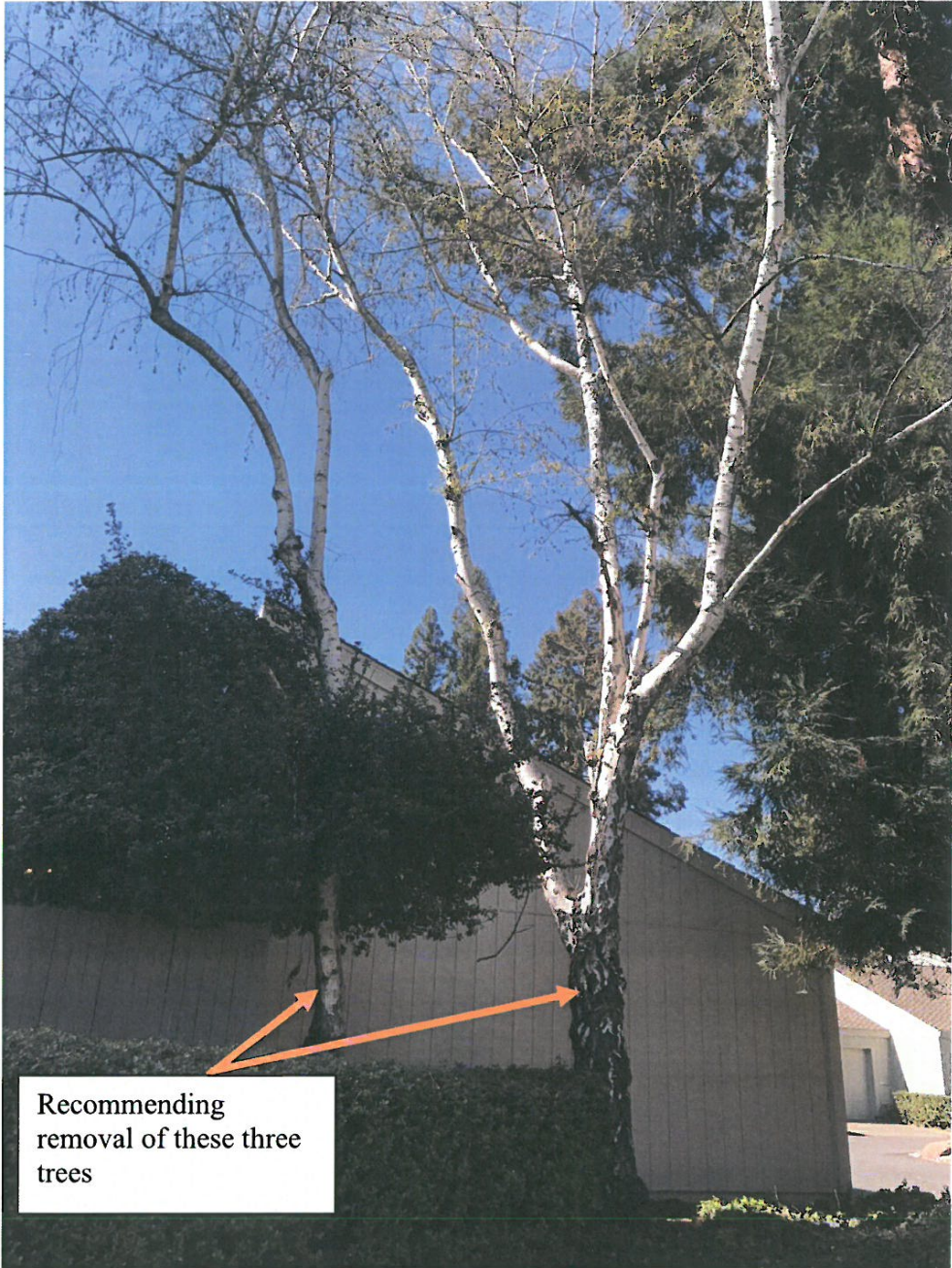


Figure 14

## **Zone 6 820 Elmhurst.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 6 – 820 Elmhurst Cir.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and superficial surface roots
- Install topsoil blend, Dwarf fescue sod and Ivy
- Retrofit irrigation to accommodate new sod and groundcover
- Install walk-on bark

### Materials

1 yd. Walk-on Bark	
½ yd. Topsoil Blend	
(2) Flats English Ivy	
45 sq. ft. Dwarf Fescue Sod	
Misc. Irrigation Parts and Hardware	
Fertilizer	Materials \$325
Waste Fee	Labor \$920 (8)

**Total Labor and Materials: \$1,245.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

### **Carson Landscape Industries**

Contractor’s License No. 470283  
 9530 Elder Creek Rd.  
 Sacramento, CA 95829-9306  
 Tel: 916-856-5400 • Fax: 916-856-5410  
 Email: olopez@carson1975.com

Nepenthe Association  
 1131 Commons Drive  
 Sacramento, CA 95825  
 Tel: 916-929-8384  
 Email: bettsi.ledesma@fsresidential.com

By: <u>Oscar Lopez (by JC)</u>	By: _____
Name: <u>Oscar Lopez</u>	Name: <u>Bettsi Ledesma</u>
Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____

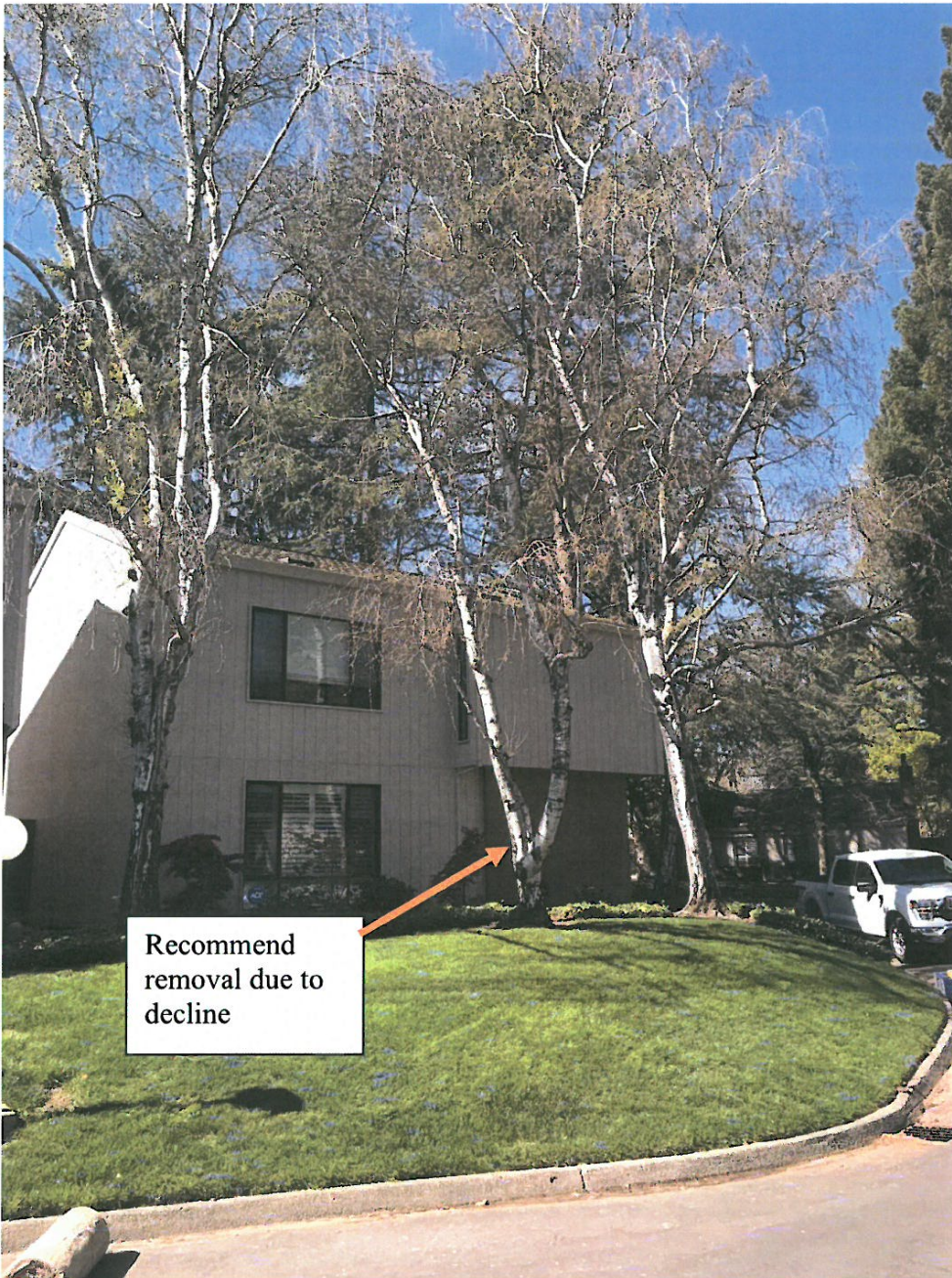


Figure 15



## Zone 7 1455 University.pdf

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 7 – 1455 University Ave.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and approximately (12) old shrubs
- Remove stumps and fill in with topsoil blend
- Install new plants and retrofit irrigation to accommodate new plants
- Install walk-on bark
- Detail area

### Materials

2 yds. Walk-on Bark	
1 yd. Topsoil Blend	
(12) 5-gal. Shrubs Sun	
(4) 2-gal. Perennials Sun or Daniellas	
Misc. Irrigation Parts and Hardware	Materials \$945
Fertilizer	Labor \$3,680 (32)
Waste Fee	

**Total Labor and Materials: \$4,625.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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 Email: bettsi.ledesma@fsresidential.com

By: <u>Oscar Lopez (by JC)</u>	By: _____
Name: <u>Oscar Lopez</u>	Name: <u>Bettsi Ledesma</u>
Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____

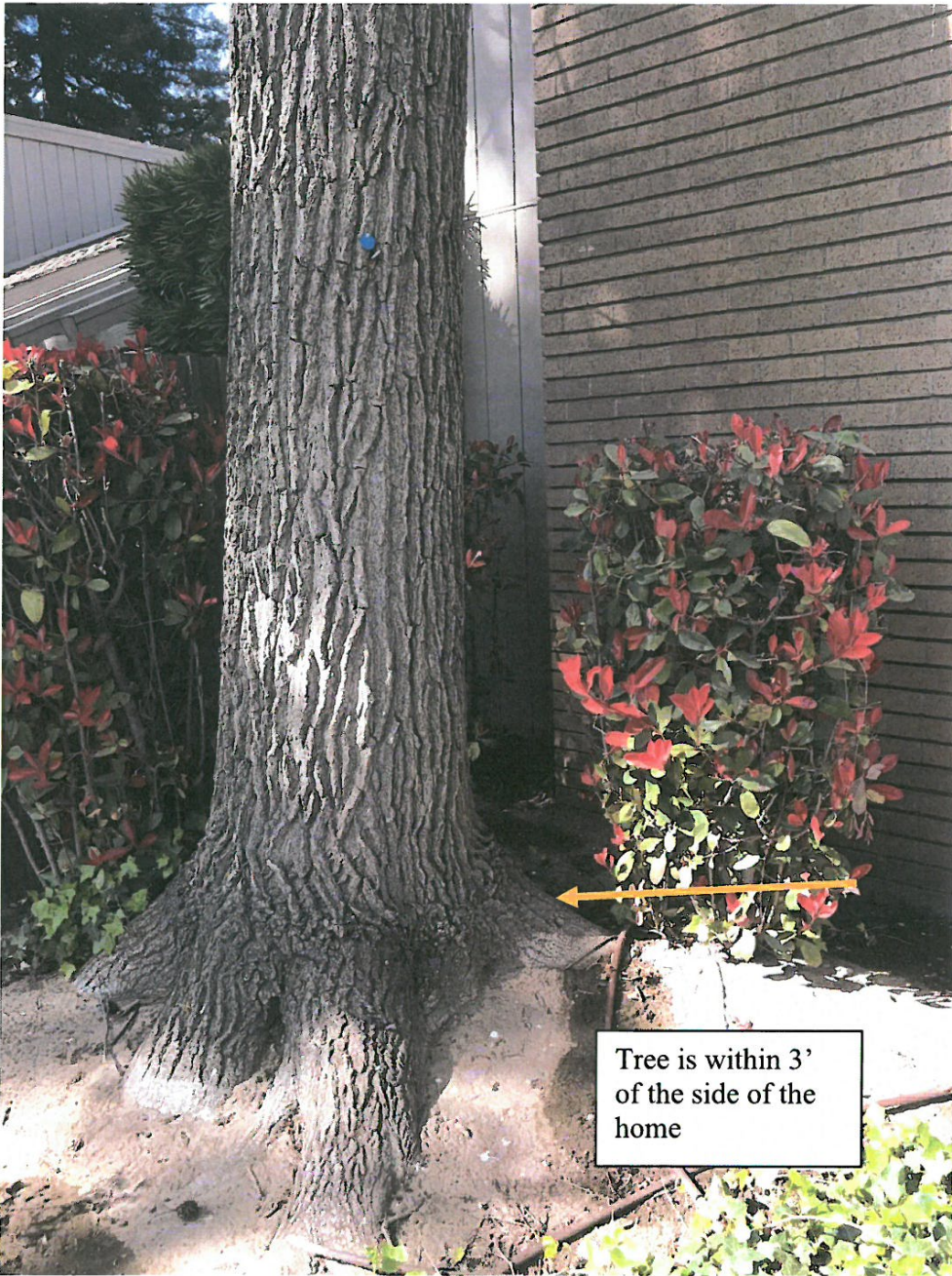


Figure 3



Figure 4

## **Zone 7 1479 University.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 7 – 1479 University Ave.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and superficial roots,
- Install new shrubs and retrofit irrigation to accommodate new plants
- Install new walk-on bark
- Detail area

### Materials

1 yd. Topsoil Blend	
2 yds. Walk-on Bark	
(10) 5-gal. Shrubs Sun/Shade	
Misc. Irrigation Parts and Hardware	
Fertilizer	Materials \$675
Waste Fee	Labor \$2,990 (26)

**Total Labor and Materials: \$3,665.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

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Nepenthe Association  
 1131 Commons Drive  
 Sacramento, CA 95825  
 Tel: 916-929-8384  
 Email: bettsi.ledesma@fsresidential.com

By: <u>Oscar Lopez (by JC)</u>	By: _____
Name: <u>Oscar Lopez</u>	Name: <u>Bettsi Ledesma</u>
Title: <u>Account Manager</u>	Title: _____
Date: <u>05/24/2022</u>	Date: _____



Figure 9

## 611 Elmhurst - Request from Owner.pdf



## Bettsi Ledesma

---

**From:** Steven Avella <lisieux@att.net>  
**Sent:** Friday, July 22, 2022 11:01 AM  
**To:** slynnsearch@yahoo.com; tangeras@icloud.com; markusdaschler@gmail.com; john.a.baker.jr@gmail.com; Bettsi Ledesma  
**Subject:** Proposed Tree and Shrub Removal

I am Steven Avella, owner of 611 Elmhurst Circle. I have lived in CC since 2010.

I was informed by Don Ellwanger of Zone 5 Grounds Committee that there are plans to take down the tree, the bushes, and the grass that abut my patio fence. He also informed me that the area was to be relandscaped with rocks or wood chips.

Don informed me that whoever planned this had my consent. That is untrue. I have never been contacted by anyone in person or by e-mail about this.

I ask you respectfully to reconsider.

1. The toppling of the birch tree will remove the last bit of shade I have for my back yard. A few years ago, a similar birch tree disappeared. Now the backside of my house bakes in the summer sun. My cooling bills have gone up--and will escalate further. As summers are hotter and longer, the last thing we need is to be removing healthy trees. The appeal of CC is the forest-like atmosphere. Don't take down this tree--in fact, plant more.

2. The replacement of the green area with rocks or wood chips will be another disaster. The green space is an asset to my property and to the community. Water savings, which I presume is part of this plan, can be effected in other ways--like draining the swimming pools.

3. The area around my mailbox was once covered with ground plants that were ripped out exposing bare dirt. That dirt is washed into the alley by the often-malfunctioning sprinklers leaving the area in front of my mailbox leaving a muddy mess. Promises of weed killer and new ground cover made to me about three or four years ago never materialized. The area facing the alley looks like a moonscape. The destruction of the green space will contribute to the "uglification" of the area around my home.

I sincerely hope you will take my concerns seriously. I love CC because it's so green. Let's keep it that way.

With respect,

Steven M. Avella  
611 Elmhurst Circle

## Portion of Arborist Report dated 3-14-2022.pdf



March 14, 2022

On March 1, 2022 I inspected several trees on the Nepenthe property during the monthly tree walk. The focus of the walk was to address resident/management concerns regarding mature trees on the property. The purpose of this report is to develop mitigation plans for the following trees and my recommendations are below. My recommendations are based on a Basic Visual Inspection. All decisions made based on the recommendations of this report are at the discretion of the Nepenthe Association.

- (Zone 5) Tree #1504, Sweetgum (*Liquidambar styraciflua*), near 1045 Vanderbilt Way. (Figure 1). Tree has a full and heavy upper canopy I recommend reduction pruning to reduce canopy height and weight.
- (Zone 5) Tree #1505 Locust (*Robinia pseudoacacia*), 1045 Vanderbilt Way. Tree has a full canopy I recommend reduction pruning to reduce branch and canopy weight. (Figure 2).
- (Zone 5) Tree #1844 Ash (*Fraxnis latifolia*) 1055 Vanderbilt Way. This tree has all the canopy growth in the upper crown. This has created a dense tangle of branching creating a weighty upper canopy. This tree leans primarily over the house. Due to the way the tree has developed it is unable to be corrected through pruning. I recommend removal of this tree due to current condition (Figure 3).
- (Zone 5) Tree #No Tag Chinese Pistache (*Pistacia chinensis*), next to 1143 Vanderbilt Way. Tree requires structural pruning to help with direction of growth and healthy canopy development (Figure 4).
- (Zone 5) Tree #No Tag Maple (*Acer rubrum*) near 1095 Vanderbilt Way. Young trees need structural pruning to encourage proper development (Figure 5).
- (Zone 5) Tree #1494 Tupelo (*Nyssa sylvatica*), in front 1217 Vanderbilt Way. (Figure 6) This tree has all the canopy growth in the upper crown. This tree leans primarily over the house. Due to the way the tree has developed it is unable to be corrected through pruning. I recommend removal of this tree due to current condition.
- (Zone 5) 1 Tree #158, 3 Trees No Tag, Crepe Myrtle (*Lagerstroemia indica*) next to 1217 Vanderbilt Way. These trees require structural pruning to help with direction of growth and healthy canopy development. (Figure 7).
- (Zone 5) Tree #No Tag Redwood (*Sequois sempervirens*), 1217 Vanderbilt Way. Tree has codominant tops. This is a typical failure point of this species. Due to the exposure of high winds in this area, I recommend the smaller top be reduced to prevent failure (Figure 8).

- (Zone 5) Tree #1471 Deodar cedar (*Cedrus deodara*) 1217 Vanderbilt Way (Figure 9). This tree has a full and heavy canopy I recommend weight reduction pruning to help reduce failure potential.
- (Zone 5) Tree #1590 Chinese Pistache (*Pistacia chinensis*), next to 1225 Vanderbilt Way. Tree requires structural pruning to help with direction of growth and healthy canopy development (Figure 10).
- (Zone 5) Tree #1689 Redwood (*Sequois sempervirens*), 1231 Vanderbilt Way. Tree has codominant tops. This is a typical failure point of this species. Due to the exposure of high winds in this area, I recommend the smaller top be reduced to prevent failure (Figure 11).
- (Zone 5) Tree #592, Crepe Myrtle (*Lagerstroemia indica*) next to 1231 Vanderbilt Way. This tree requires structural pruning to help with direction of growth and healthy canopy development. (Figure 12).
- (Zone 5) Tree #No Tag Maple (*Acer rubrum*) near 1227 Vanderbilt Way. Young trees need structural pruning to encourage proper development (Figure 13).
- (Zone 5) Tree #No Tag Trident Maple (*Acer buergerianum*) near 611 Elmhurst. Tree requires structural pruning to encourage proper development (Figure 14).
- (Zone 5) Tree #1377 White Birch (*Betula pendula*), near 611 Elmhurst. (Figure 15) This tree has died; I recommend removal and replacement of this tree.
- (Zone 5) 2 Trees 1 #1383, 1 No Tag Tupelo (*Nyssa sylvatica*), next to 613 Elmhurst. (Figure 16) These trees need structural pruning to encourage proper development
- (Zone 5) 2 Trees #1332, 1331 Tulip tree (*Liriodendron tulipifera*) next to 1231 Vanderbilt Way Trees have full and over weighted canopy I recommend weight reduction pruning (Figure 17).
- (Zone 5) Tree #1334 Tupelo (*Nyssa sylvatica*), next to 1231 Vanderbilt. (Figure 18) This tree is stunted due to over planting and will not reach full potential. I recommend removal.
- (Zone 5) Tree #No Tag Maple (*Acer rubrum*) near 1235 Vanderbilt Way. This tree needs structural pruning to encourage proper development (Figure 19).
- (Zone 5) Tree #No Tag Tupelo (*Nyssa sylvatica*), near 1235 Vanderbilt Way. (Figure 19) This tree needs structural pruning to encourage proper development
- (Zone 5) Tree #No Tag Paperbark Maple (*Acer griseum*) near 1408 Commons Dr. This tree needs structural pruning to encourage proper development (Figure 20).
- (Zone 5) 2 Trees #No Tag, Crepe Myrtle (*Lagerstroemia indica*) near 505 & 509 Elmhurst. These trees require structural pruning to help with direction of growth and healthy canopy development. (Figure 21).

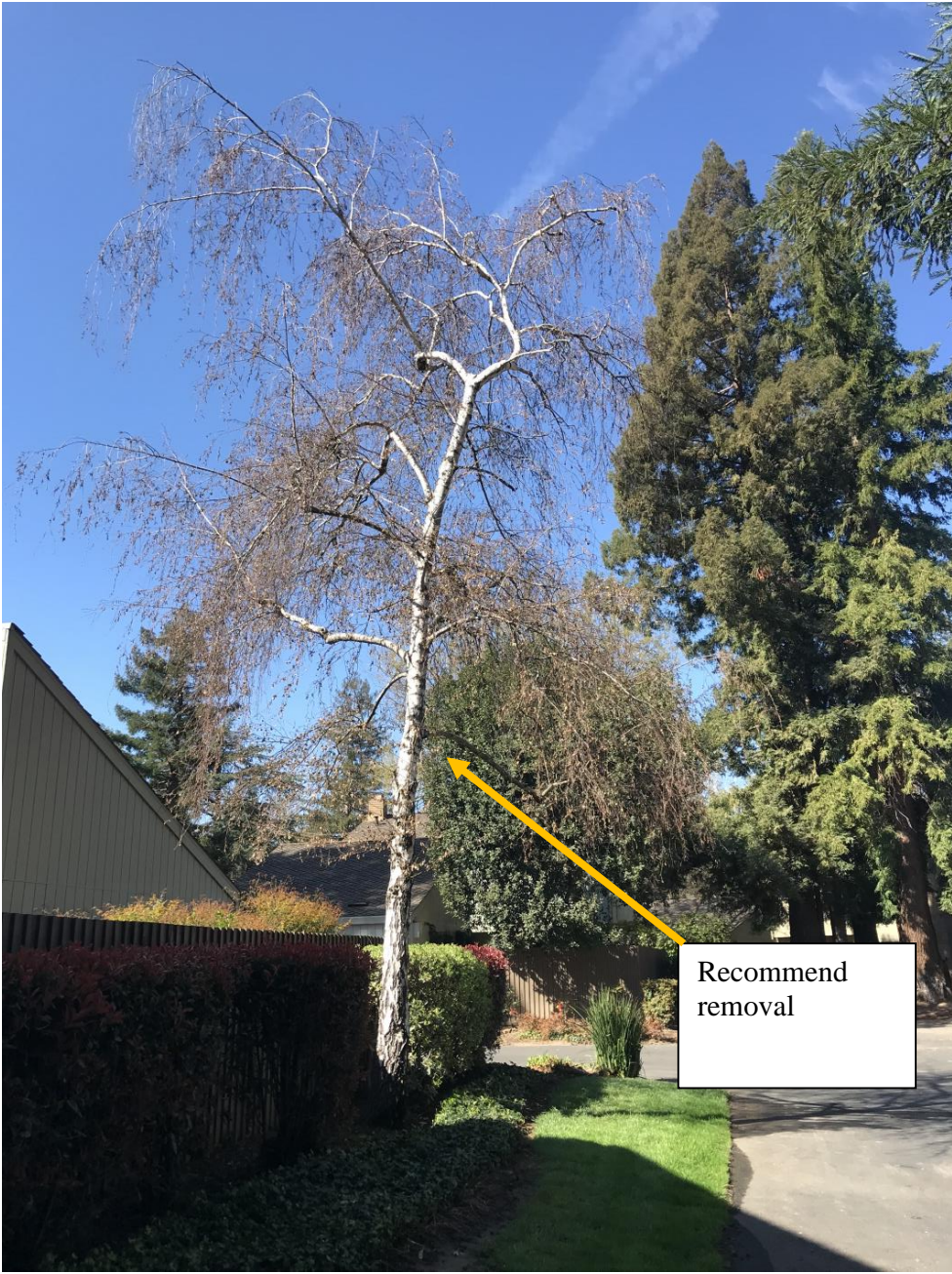


Figure 15

## **Zone 5 611 Elmhurst.pdf**

## Landscape Improvements

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 5 – 611 Elmhurst Cir.**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Remove sawdust and old shrubs by the wood fence and corner by the alleyway. Only remove stumps.
- Add topsoil blend and install new plants
- Retrofit irrigation to accommodate new plants
- Install walk-on bark and Berry creek rock

### Materials

(10) 5-gal. Nandina Domestica  
 (8) 5-gal. Shrubs Sun  
 (8) 2-gal. Daniellas  
 1 yd. Berry Creek Rock  
 3 yds. Walk-on Bark  
 1 yd. Topsoil  
 Misc. Irrigation Parts and Hardware  
 Fertilizer  
 Waste Fee

**Total Labor and Materials: \$6,200.00**

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

### **Carson Landscape Industries**

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 9530 Elder Creek Rd.  
 Sacramento, CA 95829-9306  
 Tel: 916-856-5400 • Fax: 916-856-5410  
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Nepenthe Association  
 1131 Commons Drive  
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By: <u>Oscar Lopez (by JC)</u>	By: _____
Name: <u>Oscar Lopez</u>	Name: <u>Bettsi Ledesma</u>
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Date: <u>05/24/2022</u>	Date: _____

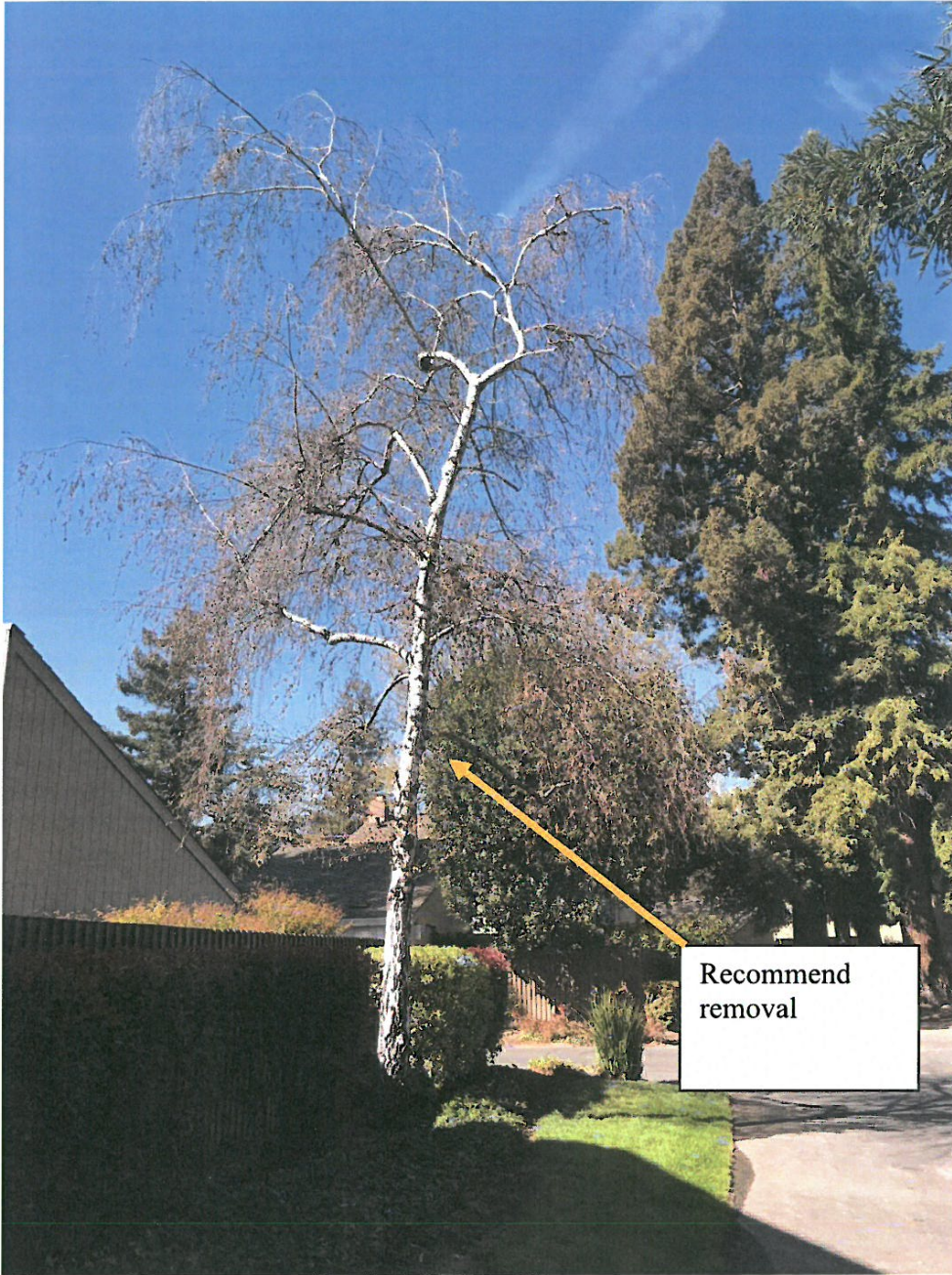


Figure 15



## **Zone 5 Alley Landscape Renovation 07.14.22.pdf**

## Landscape Renovation

Project Address: **Commons Dr. - 1131**  
 Project Name: **Nepenthe Association**  
 On-Site Location: **Zone 5 Alley Way – See attached Map dated 07/14/2022**

Carson Landscape Industries agrees to provide labor and materials to perform the following services.

### Work Description

- Install new landscape as per materials and plant list
- Install irrigation to accommodate new landscape
- Remove mailbox post only at units 1038 and 1055
- Remove old lava rock
- Remove boxwood hedge along fence line of unit 1083

*Note:* 24” box Green Maple to be installed on the corner of unit 1065

### Materials – See attached Photos

(45) 1-gal. Shrubs  
 (32) 5-gal. Shrubs  
 (11) 15-gal. Shrubs and Trees  
 (1) 24” Box Green Japanese Maple Tree  
 5 yds. ½” Rock  
 5 yds. Walk-on Bark  
 Irrigation  
 Misc. Hardware  
 Waste Fee

<b>Materials from Above:</b>	<b>\$5,400.00</b>
<b>Labor:</b>	<b>\$7,585.00</b>
<b>Total Labor and Materials:</b>	<b>\$12,985.00</b>

**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. Our workers are fully covered by workers compensation and our firm is covered by liability insurance. **This proposal may be withdrawn by us if not accepted within 30 days.**

### **Carson Landscape Industries**

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 Tel: 916-856-5400 • Fax: 916-856-5410  
 Email: FCarson@carson1975.com

Nepenthe Association  
 1131 Commons Drive  
 Sacramento, CA 95825  
 Tel: 916-929-8384  
 Email: bettsi.ledesma@fsresidential.com

By: <u>Frank Carson (by JC)</u>	By: _____
Name: <u>Frank Carson</u>	Name: <u>Bettsi Ledesma</u>
Title: <u>President</u>	Title: _____
Date: <u>7/14/2022</u>	Date: _____

7/14/22



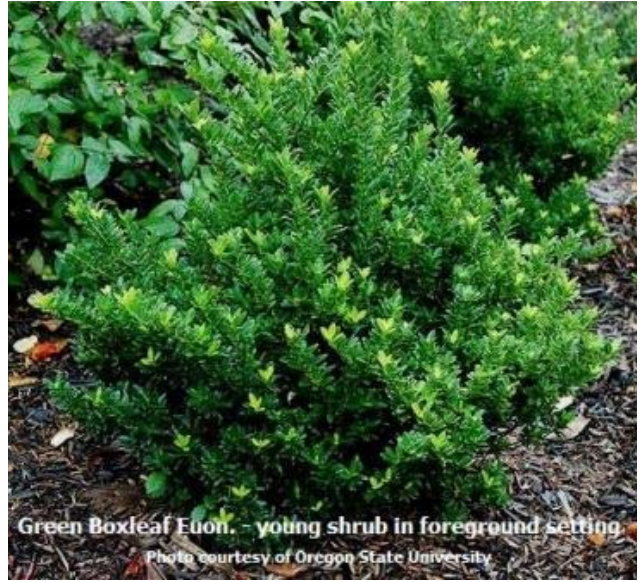
Sky Pencil Holly



Creeping Euonymus



Camellia



Euonymous—Boxleaf



Loropetalum 'Jazz Hands Mini



7/14/22



Flowering Magnolia Genie



Japanese Maple—Green



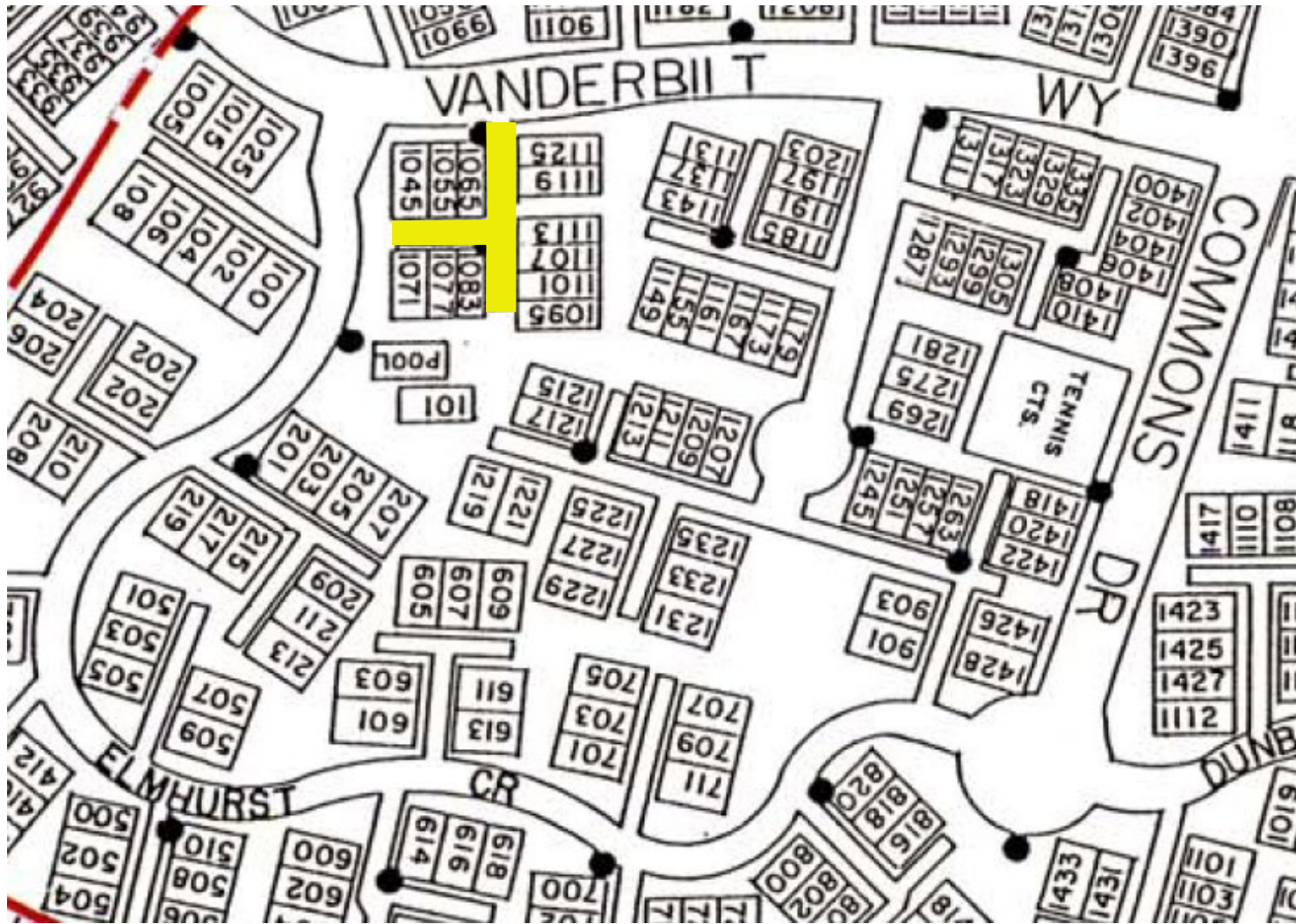
Smoke Tree



Manzanita Tree



# Nepenthe Association



07/14/2022

Zone 5 Alley Way Map

Commons Dr. - 1131

## **Browning Proposal.pdf**



January 01, 2022

Board of Directors  
Nepenthe Association  
c/o First Service Residential (Sacramento)  
12009 Foundation Place Suite 310  
Rancho Cordova, CA 95670

**RE:** Nepenthe Association  
*Update w/o Site Visit Review*  
**Proposed Contract**

Dear Board Members:

Browning Reserve Group, LLC ("BRG") is pleased to provide this proposed contract to prepare a 30 year update (without site visit review) (the "Reserve Study") for Nepenthe Association (the "Association") for consideration of \$1,000.00.

## Physical Inspection

An "update without site visit," level of service reserve study does not include a physical inspection, nor does it include a site visit to the project at anytime during this engagement.

## Reserve Fund Balance Computation

The study will be prepared as of the last day of the Association's prior fiscal year and include the following:

Pursuant to California *Civil Code Sections 5300, 5550 and 5560*, the following information will be included in the reserve study:

1. Identification of each major component.
2. An estimate, as of the date of the study, for each identified major component, of that component's total useful life, and its probable remaining useful life.
3. An estimate of the replacement cost of each major component, both at current cost levels and at projected cost levels when the projected repair and/or replacement costs are projected to occur.
4. Information provided by the Association as to:
  - (i) the amount of cash reserves actually available as of the end of its prior fiscal year to repair, replace, restore, or maintain the reserve components; and
  - (ii) the current fiscal year reserve contribution amount per its currently adopted budget.

P. O. Box 60125 / Sacramento, California 95860  
Phone (916) 393-0600 Fax (916) 393-0610 Toll Free (877) 708-0600  
California General Contractor's License 768851  
bob@browningrg.com / www.BrowningRG.com

5. An estimate of the total annual contribution needed, after deducting total reserve funds reported by the Association as being on hand as of the date of the study, to meet the projected reserve expenditures for the major components at the end of their projected useful lives.
6. Calculation of the percentage of funds actually set aside as of the end of the Association's prior fiscal year for reserve requirements to the total funds estimated to be required for reserve expenditures, as required by California *Civil Code Sections 5300, 5550 and 5560*, and estimated to be on hand at the end of the current fiscal year, in relation to the amount determined by allocating reserve contributions on a pro-rata annualized basis over their total estimated useful lives.

## Reserve Study Purpose - Disclaimer

The intention of the reserve study is to forecast the Association's ability to repair or replace major components as they wear out in future years, and to provide the Association's Board of Directors with the information necessary to make the reserve projection disclosures required by law. The reserve study is not an engineering report.

The costs to be outlined in the study are for budgetary and planning purposes only. Actual bid costs will depend upon the defined scope of work at the time repairs are made, and on actual price levels prevailing at the time that the future repairs must be done. The estimates of future repair costs in the report will be good faith estimates and projections, based upon estimated future inflation rates which may or may not prove accurate. BRG submits the probability it can project in its report, or the Board of Directors could project in its disclosures, future costs or actual future remaining useful lives of components having useful lives extending beyond one year with precision is the functional equivalent of winning a lottery (while it may happen in rare instances by chance, one may not reasonably expect it to happen). As a result, BRG cannot, and does not, guaranty its projections. Assumptions on future costs should be reviewed and adjusted on an annualized basis, as future cost projections become less uncertain.

Any latent defects will be excluded from the report. Should BRG find signs of possible latent defects or problems not within the scope of the study, the Association will be notified immediately so the proper experts can be retained by the Association. However, the study will not be designed to uncover all possible latent defects, and the absence of any indications to such effect will not be, and should not be construed to be, an indication there are no defects not so noted, or that BRG warrants the absence of any such defects.

## Scope of Report

The statutory requirements as to what the Association must disclose annually to its members, based on its most recent reserve study, are poorly drafted, both as to actual language used and in lack of consistency between the Association's disclosure requirements and the required elements of a reserve study. The reserve study prepared by BRG will go beyond minimum statutory requirements for a reserve study in order to provide the Association with information to enable the Association to disclose to its members all information required by statute, and additional information which will place the required statutory disclosure in a context which is neither misleading nor unduly alarming.



## Indemnification

Nepenthe Association shall defend, indemnify and hold harmless Browning Reserve Group, LLC, its principals, partners, employees, agents, contractors and vendors (individually and collectively, the "Indemnities") from and against all liability, claims, suits, damages, judgments, costs and expenses of whatever nature, including but not limited to construction defect, mold or other claims, attorneys' fees and disbursements to which the Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to the Property, loss of use of any property, or otherwise in connection with the performance or nonperformance of BRG's obligations under this Agreement as related to claims by third parties. The Association shall promptly reimburse the Indemnities for all amounts, including attorneys' fees and disbursements, which the Indemnities are required to pay in connection with or in defense of any of the matters in which the Indemnities are entitled to indemnification as set forth in this Paragraph.

## Compensation

BRG will provide the services outlined in this proposed contract for a fee of \$1,000.00. Fifty Percent (50%) of this fee is due upon acceptance of this proposed contract. The balance is due upon acceptance of the final draft or 30 days after delivery of the first draft, whichever occurs first.

## Deliverables

It is anticipated it will take 60 days from the receipt of this accepted proposal, including checklist items, to deliver the first draft to the Board of Directors.

BRG will provide a reasonable quantity of report drafts, options, and "what if" scenarios at no additional cost during the client's current fiscal year. All update (without site visit review) reports will be delivered as electronic PDF documents. Hardcopy reports are available for an additional \$0.12 per page plus postage.

## Attorneys' Fees and Costs

In the event a dispute arises under, or is related to, this contract and whether or not a lawsuit is filed or commenced, the prevailing party shall be entitled to all fees and costs, including attorneys' fees, incurred to enforce the terms of this contract.

## Insurance

BRG shall procure and maintain, at its cost and expense, the following insurance policies: Commercial General Liability Insurance; Workman's Compensation Insurance; Automobile Liability Insurance; and Errors and Omission Insurance. Proof of the preceding insurance coverage will be provided to the Association's Board of Directors upon request by the Association to BRG.

## Miscellaneous

**Modification.** No modification of this contract shall be made or effective unless, and until, such modification is executed in writing by BRG and the Association.

**Complete Agreement.** This contract, including all exhibits referenced and attached hereto, represents the complete understanding of BRG and the Association with respect to its subject matter.

**Headings.** The headings in this contract are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this contract.

**Choice of Law.** This contract shall be interpreted and enforced in accordance with the laws of California.

This proposed contract will remain binding on BRG for 365 days, after which date it will lapse. Should the Board of Directors desire BRG to perform a reserve study for the Association on the foregoing terms, please execute and return this contract to BRG on or before such date.

Should you have any questions, please feel free to contact this office anytime and thank you for giving BRG an opportunity to bid on this project.

Sincerely,

*Robert W Browning*

California General Contractor's License 768851

I have reviewed the proposal as outlined above and approve the terms set forth.

BY: \_\_\_\_\_

BY: *Robert W Browning* \_\_\_\_\_

TITLE: \_\_\_\_\_  
*Nepenthe Association*

TITLE: Owner  
Browning Reserve Group, LLC

DATE: \_\_\_\_\_

DATE: January 01, 2022

**Please answer the following:**

- Name of qualified individual from the Association who may contact BRG for direction:  
[\_\_\_\_\_]

**Please provide the following:**

- Signed Proposal
- Site Map (8½" x 11" preferred)
- 2022 Budget (Which clearly indicates the **RESERVE CONTRIBUTION**)
- Current Financial Statement (including Balance Sheet & Income Statement)
- December 31, 2021 Audit or Review (or balance sheet if no audit/review.)  
The **2022** reserve fund starting balance **MUST** be provided!
- Retainer Fee Per Proposal in Amount of: **\$500.00**  
(As of 1/1/2022, BRG is a California LLC with new EIN **87-4315752**)
- E-mail address for invoices: [\_\_\_\_\_]

**Please list any reserve component work planned this year:**

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