

NEPENTHE ASSOCIATION

Open Session Nepenthe Board of Directors

December 18, 2023 3:00 PM

[Zoom Meeting Link](#)

Meeting ID: 882 7211 1861 **Password:** 620373

Join by Phone: +1 (669) 900-6833

Nepenthe Clubhouse

1131 Commons Drive

Sacramento, CA

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

WELCOME

Thank you for attending. This is a business meeting, open to members of the Nepenthe Association and guests of the Board. The Nepenthe Board of Directors is a policy Board, and the role of the General Manager is to oversee the day-to-day operations. The primary purpose of the meeting is to ensure that the Association is meeting its responsibility to provide oversight, maintain the value of 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. EXECUTIVE SESSION ACKNOWLEDGEMENT/ANNOUNCEMENT

Background

In accordance with Civil Code Section 4935(a) the Board met in Executive Session on December 6, 2023, and on December 12, 2023, 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 Board took the following actions in Executive Session:

No Contracts or Proposals and/or Service Agreements were approved during the December 6, 2023, Executive Session. Other actions were taken as follows:

1.) Two actions were taken specific to member discipline and owner requests.

No action was taken during the December 12, 2023, Executive Session.

III. NEW BUSINESS

A. RECALL PETITION

Background

A Recall Petition was received by Board President, Markus Dascher during the December 6, 2023, Open Board Meeting. The purpose of the Recall as stated on the Petition is to remove Christina George, as Director of the Nepenthe Board and if successful, elect a new candidate. The Recall Petition signatures were verified, and of the 38 signatures on the petition, 33 are valid, and 5 are invalid. With 33 valid signatures, the Recall Petition satisfies the required 5% or more of the membership per the Civil Code.

Proposed Resolution

The Board approves to proceed with voting procedures pursuant to the Recall Petition received on December 6, 2023, and approves a date of _____ for an open meeting for the purpose of receiving, and if a quorum is established, opening and tabulating of votes for the Recall Election.

Supporting Documents

[📎 Recall Petition_Christina George.pdf](#) 3

B. INSPECTOR OF ELECTIONS

Proposed Resolution

The Board approves the following individuals to serve as Inspectors of Election for the Recall Election.

_____.

C. OTHER PROPOSED ACTIONS

This section is reserved for any other actions the Board may take as it pertains to the Recall Petition.

IV. 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.

V. NEXT BOARD MEETING

The Association's next open Board meeting will be held January 3, 2024, at 6:00 pm.

VI. ADJOURN

Recall Petition_Christina George.pdf

Nepenthe HOA Board Member Christina George Recall Petition

Under Corporations Code 75109(c), Members may request a special meeting of the membership for the purpose of removing the entire Board or Individual directors and the election of new directors in the event the recall is successful. The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect a replacement director in the event the recall of Director Christina George is successful. The Board has 20 days from receipt of petition to set the date and give notice of the meeting date. If the Board does not meet this deadline, the persons calling the meeting may set the date and give notice (Corp Code 75119(c)). If the Board fails to give notice, the petitioners may give notice of the meeting which notice is not less than 35 nor more than 150 days after receipt of the request. Based on a change in the law effective January 1, 2022 (SB 432), if the recall is successful, the election would be conducted on the same date.

PURPOSE: Remove Christina George, as director of the Nepenthe Board and if successful, elect a new candidate

VIOLATIONS OF BYLAWS and DIRECTOR MISCONDUCT for the removal of Director Christina George are as follows:

- 1. Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association.
- 2. Breach of Fiduciary Duty:** Abused and ignored fiduciary responsibilities and her duty of prudent business management.

ATTACHMENTS:

- NOTICE OF VIOLATION OF BYLAWS AND DIRECTOR MISCONDUCT
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

Owner Name	Signature	Address
1. Laurence Bell	<i>Laurence Bell</i>	720 Elmhurst
2. Pamela DUNN	<i>Pamela Dunn</i>	716 Elmhurst
3. Bill White	<i>Bill White</i>	718 Elmhurst
4. Mark Schrek	<i>Mark Schrek</i>	1623 University
5. Brie Morris	<i>Brie Morris</i>	201 Dunbarton
6. PAULA CONDORS	<i>Paula Condors</i>	14 Adelphi Ct.
7. AMY MICKEL	<i>Amy Mickel</i>	12 Adelphi Ct
8. Barbara Bevan	<i>Barbara Bevan</i>	1299 Vanderbilt Ct.
9. PETER PECKOEFER	<i>Peter Peckofer</i>	109 Dunbarton Circle
10. Rick O'Day	<i>Rick O'Day</i>	1112 Dunbarton Cir

26 TOTAL PAGES 1

Nepenthe HOA Board Member Christina George Recall Petition

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Owner Name	Signature	Address
1. Tom Quigley		2300 Amer. Riv. Dr.
2. Mike (Meyer)		17 COLBY CT
3. Marilyn J. Slavovick		2316 AMERICAN RIVER DR
4. M WACHTER		14 COLBY CT
5. Ron Holehouse		1109 Commons
6. Chris Wellers		1107 Commons
7. Mike Wellers		1101 Commons
8. David Lobenberg		1111 Commons
9. Paul Sheehan		31 Adelphi Ct.
10. Connie Fowler		1037 Commons

Nepenthe Board of Directors

Special Meeting Request to Remove Director of the Nepenthe Board

The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect replacement directors in the event the recall is successful.




PURPOSE: Remove Christina George, Member at Large as director of the Nepenthe Board

VIOLATIONS of bylaws and GENERAL MISCONDUCT for removal are as follows:

- Self-Dealing:** Prioritized landscape renovations and voted for approving proposals directly benefiting her personal home as an "interested director" as well as those of fellow directors without recusing self from voting.
- Fiscal Mismanagement:** Excessive dues increase and degradation of reserves through poor fiscal management and excessive spending for landscape renovations.
- Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association as well as entering into a contract exceeding one year.

ATTACHMENTS:

- Statement of Reasons
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

Owner Name	Signature	Address
1. Zoby Cutler		1318 Vandercort Hwy
2. Denis White	Denis White	1411 Commons Dr.
3. Valentina Lopez		3 Adelphi Court
4. Courtney Delfino		1119 VANDERCORT WAY 95825
5.		
6.		
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Nepenthe HOA Board Member Christina George Recall Petition

Under Corporations Code 75109(c), Members may request a special meeting of the membership for the purpose of removing the entire Board or Individual directors and the election of new directors in the event the recall is successful. The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect a replacement director in the event the recall of Director Christina George is successful. The Board has 20 days from receipt of petition to set the date and give notice of the meeting date. If the Board does not meet this deadline, the persons calling the meeting may set the date and give notice (Corp Code 75119(c)). If the Board fails to give notice, the petitioners may give notice of the meeting which notice is not less than 35 nor more than 150 days after receipt of the request. Based on a change in the law effective January 1, 2022 (SB 432), if the recall is successful, the election would be conducted on the same date.

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Owner Name	Signature	Address
1. EDWARD FELI	<i>[Handwritten Signature]</i>	5 ADELPHI CT
2. Valentina Lopez	<i>[Handwritten Signature]</i>	3 Adelphi Ct.
3.		
4.		
5.		
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Nepenthe HOA Board Member Christina George Recall Petition

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Owner Name	Signature	Address
1. Nancy Curley	<i>Nancy Curley</i>	809 Dunbarton Cir
2. Ron Saylor	<i>Ron Saylor</i>	713 Dunbarton Cir
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Nepenthe HOA Board Member Christina George Recall Petition

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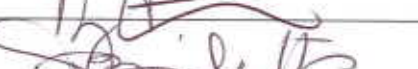
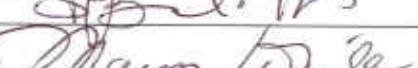

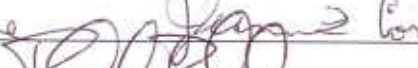


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Owner Name	Signature	Address
1. Ashley Tangeraus		1317 Vanderbilt Way
2. Patricia Meraz		1293 Vanderbilt Wy
3. Dorothee C. Mull		1312 Vanderbilt Wy
4. Betsy Cuttle		1318 Vanderbilt Way
5. DeAnn Bilotta		605 Elmhurst Ct
6. MAUREEN White		411 Cornas Drive Ct
7. Jeanne F. Cortez		118 Alumbarton Cir.
8. Rick Mahan		1269 Vanderbilt Way
9. CHRIS SHEPARD		1158 Vanderbilt Way
10. Courtenay Delfin		1119 VANDERBILT WAY

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Certification attesting to the validity of the signatures

All Owners signing said request is an Owner in Good Standing on the date the request was signed.

Ashley E. Tj

Ashley Tanageras, Sponsor

12/6/23

Date

Delivered to:

Matthews Dasher

Name

12/6/23

Date

TO THE BOARD OF DIRECTORS NEPENTHE HOMEOWNERS ASSOCIATION
FORMAL NOTICE OF VIOLATIONS OF BYLAWS AND DIRECTOR MISCONDUCT
DIRECTOR CHRISTINA GEORGE

FACTS:

1. On or about August 2, 2023, Director Christina George, as Member at Large and on behalf of the Association, signed contracts for tree trimming services with The Grove and renovations with Carson (see attachments).
2. Christina George is a Director of Nepenthe Corporation.
3. Christina is the Member (or Owner) at Large of the Association.
4. The Member at Large, unlike the other Directors, is not an Officer of the Association and therefore cannot sign contracts.

LAW and RULES:

Article VI, Section 6.6, of the Bylaws sets out the duties of the Officers of the Association. Subsection (e) provides that the Member at large is not an officer of the Association and has no duties. It states: "Member at Large, A member of the Board who is not an officer shall be designated at Large. "A Director of the Nepenthe Corporation may not act alone. Directors can only take action as a board.

1. Nepenthe is both a Corporation and an Association. Directors set policy. Officers are responsible for operations and administration of the Association in accord with their duties as set out in the Bylaws.
2. When a homeowner is elected to the board, he/she automatically becomes a fiduciary and must follow the business judgment rule. The actions of a director must be in good faith and taken with prudent care. (Cal. Corp. Code Section 7231(a).)
3. Fiduciary responsibility requires a director or officer to act in the best interest of the members of the association.

VIOLATION OF BYLAWS:

Christina George has demonstrated a consistent disregard of the Bylaws of the Association by signing contracts on behalf of the Association. She has no authority to sign an agreement of behalf of Nepenthe. As a Director, she has to act in concert with the Board and cannot act alone. She is not an Officer and has no administrative duties under the Bylaws. While the Board may delegate authority to association staff it may not delegate authority to "execute contacts". (Nepenthe Bylaws Article VI, Section 6.8) It cannot delegate authority to the Member at Large to sign contracts.

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BREACH OF FIDUCIARY DUTY:

Christina George abused and ignored fiduciary responsibilities and her duty of prudent business management. Promoted costly renovations to save money on landscape maintenance costs and water but failed to provide any formal reports proving such savings. Rising landscape maintenance costs discredit any such claims as nearly a third of Nepenthe being recently renovated.

- Landscape renovations directly benefited Ms. George's personal home as well as those of other directors disproportionately to Nepenthe homeowners. Voted on her own project without recusing herself from voting presenting a clear conflict of interest and self-dealing which is a clear breach of fiduciary duty.
- Advised the Grounds Committee at the October 2023 meeting that money exists for renovations. Estimates for the end of October show that landscape reserves were overbudget by approximately 13.9%.
- Shrub removal is not necessary for siding replacement or painting. Zone 3 was successfully completed without shrub removal but is now being promoted as necessary for the siding replacement despite homeowners' concern about landscape spending demonstrating Ms. George's obsession with cosmetic renovations.
 - Recent contract for \$200,256 is mostly unnecessary and includes many projects not directly interfering with paint and siding work.
- Continually adding bark instead of ground cover to our community ensures an annuity-like revenue to our landscape maintenance vendor at the expense of Nepenthe homeowner reserve funds.
- Cites the Grounds Vision Document references to turf removal as the rationale for cosmetic renovations. Storm damaged sites of bare dirt were recently replaced with turf and ivy.
- Continues to promote renovation projects despite exhausting reserve allocations for 2023.
- As a member of the Board, she voted to approve huge dues increase for 2024 attributing the historic increase to "inflation" without considering removing the \$1.5 million allocated in the 2024 Reserve Study for landscape which could potentially save homeowners an estimated \$40 per month* in their dues thereby creating an unnecessary hardship to those on a fixed income and threatening home values.
 - Although inflation did cause increases to mostly operating expenses, chronic landscape overspending year after year continues to threaten reserves from being 92.5% funded in 2021 to 48.5% for 2024.
- Homeowners falsely relied on Ms. George's Candidate Statement that claimed "financial responsibility" and "financial focus" to reach targeted goals, yet landscape spending has greatly exceeded reserve allocations during her tenure as Grounds Chair and President of the Board and Grounds Liaison.
 - On track to exceed 2023 landscape allocation by more than 31.7%.
 - Overspent allocation by 15% for 2021 and 29% for 2022

- Claims that landscape renovations will save maintenance and water costs, but when questioned why landscape costs keep increasing, she responded that “we actually have to spend some money to get to that point” and how can she do that if the Board is “handcuffed in spending.” ([YouTube](#), 1hr:30min) Despite an approximate third of the neighborhood being renovated, she said the recent renovations were relatively small projects and there haven’t been any “major” projects but that was what *they* were “hoping” to do and that was “in the process”, likely referring to the nearly \$1.6 million allocation in the 2024 Reserve Study.
Campaign postcard named her three top priorities as “control expenses with clear and transparent financial reports.”
- Did not delegate her responsibility to Finance or Grounds Committee to track landscape expenditures as it quickly became apparent landscape spending was on track to overspend its allocation.
- Claims she “didn’t get to use that money” to complete the \$721,000 Irrigation Valve Balancing Project, but had no problem spending these funds for mostly cosmetic renovations.
- Continually reminds homeowners the 2024 landscape allocation is less than the prior Board’s allocation when defending herself from homeowners criticizing her landscape overspending.
 - Irrelevant “virtue signaling” as Board continually overspends its annual allocation. 2024’s allocation is only 3.6% less than 2023.
- Cosmetic renovations are cloaked as urgent landscape repairs. Failed to provide a proposal isolated to address a singular \$2,000 drainage problem as it became a \$63,140** cosmetic renovation proposal.

Footnotes:

*2024 Browning Reserve Study

$\$562,008 \times 50\% = \$281,004$ year reserve contributions toward landscaping

$\$281,504 \div 12 = \$23,417$ per month

$\$23,417 \div 590 = \39.68 per month for each homeowner

** January 04, 2023 Open Session Packet

References:

Board packets, reserve studies, newsletters, and meeting recordings.

CHRISTINA GEORGE



Hello neighbors, I have been a Nepenthe homeowner since 1982. I was elected to the Board in 2017 and was appointed Treasurer and liaison to the Finance Committee. In May 2019, I became Board President and liaison to the Grounds Committee serving until 2021. I was appointed Chair of the Grounds Committee in July 2022.

I'm running once again for the Board because I want to protect our lifestyle and value of our homes. Financial responsibility is the most crucial issue in Board decisions. We need close scrutiny and financial focus to reach targeted goals to maintain the condition of grounds, sidings and common assets.

As current Chair of the Grounds committee, I took the initiative to increase the committee's scrutiny of our landscape work and monitor costs. We now track landscape work, from the proposals through invoicing and payment. Our committee also developed a triage system to help us decide which projects to recommend to the Board for immediate action. This added information helps the Board make better decisions about caring for our community.

My previous work experience in international sales and business development provided me with excellent organizational skills and the ability to assess contracts and stay within budgets. The need to work with senior management, government officials and engineers, who all had competing objectives, taught me how to bring people together to achieve a common purpose.

My top three priorities for Nepenthe during the next two years are informed by my desire to protect and enhance the value of this unique and beautiful community:

- Achieve operational excellence by controlling expenses as much as is reasonable and possible, working with Management to obtain clear and transparent financial reports.
- Continue to modernize and simplify grounds maintenance and minimize water usage, balancing the needs to contain costs with the need for a beautiful environment.
- Work together collaboratively and respectfully with homeowners, committee members, Board directors, and management to ensure the safety and well-being of our community.

If you are looking for someone to be an active member, not afraid to speak up and ask questions and deal in facts not supposition, then look no further and vote for me.



Christina George, Incumbent

I have enjoyed home ownership in Nepenthe since 1982. In 2017 I was elected to the Board and served as Treasurer and liaison to the Finance Committee. In May 2019, I became Board President and liaison to the Grounds Committee, positions I still occupy.

As an Association member, you elect a Board to protect your interests. You purchased here because you like the lifestyle and you feel good about the value Nepenthe holds in the real estate market. Every decision the Board has made during my tenure has been with this simple awareness.

Upon my election to Board President, my leadership skills were immediately tested when our long-term General Manager resigned. I spent much of the next seven months in the dual position of Board President and General Manager. Juggling “big picture awareness” with the day-to-day needs of our homeowners is no easy task. As I look back, I feel pride that I was able to navigate through those months successfully and I feel gratitude to the other directors, Linda Cook, Greg Beale, Will Vizzard and our superb office staff, Nirmal Dhesi and Christina Romero, who all went above and beyond the call of duty in their care for Nepenthe.

A month after Bettisi’s return, COVID-19 struck. To say it has been a tumultuous year would be an understatement. In coping with the challenges, we made decisions around the use of the amenities that some members of the Association found fault with, especially the closing of the swimming pools. When making these decisions, there was no playbook for dealing with a pandemic. We relied on the advice of counsel and chose to limit the Association’s exposure to liability. Making decisions that may be unpopular is part of what is required in Board service and, looking back, I would vote the same way. Responsible leadership adds to Nepenthe’s overall value.

As Board President, my priority has always been to act in the best interests of the whole community. It is important to understand that Board decisions cannot be made by responding to various community pressures but must instead be made in light of the fiscal and legal needs of the whole community.

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Financial responsibility is the most crucial issue in Board decisions. We need close scrutiny and financial focus to reach targeted goals such as sound buildings, safe amenities and a beautiful landscape. It is all very well to want to keep dues down but this desire means nothing without grappling with the details of financial management.

Bringing Carson Landscape aboard has been a real value-add to Nepenthe and is the accomplishment I am most proud of as your President. Carson came to us with some very specific recommendations to enhance our beautiful grounds and help control maintenance costs moving forward. This is the first contractor we've worked with that has provided concrete ways for us to achieve the community goals adopted in the Grounds Vision Plan. The Grounds Committee and the Board are currently in the process of deciding how to move forward on these recommendations. This is important work that will require continued, consistent leadership to see it through to completion.

A word about my work experience: for several years, I oversaw opening large UK-managed hotels in the Middle East, a job which honed my organizational skills, my ability to assess contracts and work within a budget. Later I worked for Lockheed Martin in International Sales and Business Development. One of the most exciting but also demanding parts of my work was organizing sales/technological support for international airshows. In this capacity, I worked with various divisions and personnel ranging from salespersons to engineers to military. Fielding these competing interests and areas of expertise helped me understand how to bring disparate parties together for a common purpose.

I feel very fortunate to have lived for over 30 years in this unique community. I hope to continue exploring ways to preserve the value and beauty of the area while monitoring financial expenditures with an eye to meeting our future financial challenges as efficiently as possible.

My top three priorities for Nepenthe during the next two years are informed by my overarching desire to protect and enhance the value of this unique and beautiful community:

1. Achieve operational excellence by controlling expenses as much as is reasonable and possible.
2. Modernize and simplify grounds maintenance by fully implementing the adopted Grounds Vision Document.
3. Continue to uphold the governing documents as they provide the basis for all of us to understand our roles within the Association.

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CHRISTINA GEORGE

for the Nepenthe Board



**VOTE for
proven
leadership**

**Committed Collaborative
Effective Responsible Integrity**

My top three priorities for Nepenthe for the next two years are:

- **Control expenses, with clear and transparent financial reports.**
- Modernize grounds maintenance and reduce water usage.
- Work collaboratively and respectfully to ensure the safety and well-being of our community.



If you are looking for someone not afraid to speak up and deal in facts, then vote for **CHRISTINA GEORGE.** 

**Endorsed by: Markus Dascher, Bill Henle, Will Vizzard,
Alan Watters, Susan Timmer, Steve Huffman, Linda Cook**

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Board Candidate Questionnaire

The Nominating Committee is asking each candidate to answer the following questions. The responses will be provided to homeowners in the newsletter and ballot mailer to assist them in evaluating candidates. In addition, each candidate is asked to provide a personal statement. This form will be on the backside of your statement. The committee realizes that there may be some overlap between the two; however, the questionnaire assures that certain basic information is addressed for homeowners.

Your name: **CHRISTINA GEORGE**

Please specify your experience with Nepenthe committees or other Nepenthe activities.

Member Nepenthe Board of Directors 2017-2021 (Served as Treasurer and President)

Grounds Committee (Chair)

Ad hoc Tennis Committee (Chair)

Ad hoc Parking Committee

Are you able and willing to devote 16 to 32 hours a month to association business? YES

Are you willing to sign and abide by the Nepenthe Conflict of Interest Policy? YES

<https://nepenthehoa.com/wp-content/uploads/2023/03/Conflict-of-Interest-Policy.Adopted-2014-01-22.pdf>

Will you be able to attend monthly Board meetings (including Executive Session), as well as to serve as Board liaison to one or more committees? YES

Will you be willing to be listed on the association financial accounts and available to sign checks and authorizations? YES

Will you be willing to accept feedback, inquiries, etc. from homeowners and share that with the Board and Management? YES

What do you view as the three most challenging issues for Nepenthe during the next two years?

1. Controlling expenses as much as is reasonable and possible, working with management to obtain clear and transparent financial reports
2. Maintaining the condition of grounds, siding, roofs and common assets
3. Maintaining long term financial viability

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Time and Materials Budget

Service	Crew Size	Days/ Qty.	Total Hours	Labor Rate/ Unit Price	Total Price
Landscape Improvement	4	46	1472		
All Materials & Green Waste Fee				\$105.00	154,560.00
Design and Plan Services		46		\$1,000.00	\$46,000
Project Management					included
Equipment					included
Time and Materials Budget					\$200,560.00

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: Dusty.favichia@fsresidential.com

By: Oscar Lopez (by DS)
Name: Oscar Lopez
Title: Account Manager
Date: 10/23/2023

By: CHRISTINA GEORGE
Name: Christina George
Title: MEMBER AT LARGE
Date: OCTOBER 26, 2023

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Zone 3 Tree Work Proposal



CARSON LANDSCAPE INDUSTRIES

9530 Elder Creek Road, Sacramento, CA 95829 P.916.231.8733

DATE: 07/10/2023

RE: Tree Work Proposal Zone (3) – from Arborist Report dated 07/03/2023
Nepenthe Association
Sacramento

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

Tree Removal and Stump Grinding

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #1 Figure 1-2	Birch	Zone (3) No Tag 303 Dunbarton Cir.	1	Tree Removal 3 Hours Stump Grinding
Item #2 Figure 3-4	Cedar	Zone (3) Tree #809 605 Dunbarton Cir.	1	Tree Removal 24 Hours Stump Grinding
Item #3 Figure 5	Birch	Zone (3) No Tag 709 Dunbarton Cir.	1	Tree Removal 6 Hours Stump Grinding
Item #4 Figure 6	Magnolia	Zone (3) Tree #715 709 Dunbarton Cir.	1	Tree Removal 6 Hours Stump Grinding
Item #5 Figure 7	Birch	Zone (3) Tree #342 817 Dunbarton Cir.	1	Tree Removal 6 Hours Stump Grinding
Item #6 Figure 8-9	Cedar	Zone (3) Tree #788 709 Dunbarton Cir.	1	Tree Removal 24 Hours Stump Grinding
Item #7 Figures 10	Cedar	Zone (3) Tree #709 1007 Dunbarton Cir.	1	Tree Removal 36 Hours Stump Grinding
Tree Removals (105) Hours:				\$12,600.00
Stump Grinding (14) Hours:				\$2,520.00
Wood Green Waste Fee:				\$1,760.00
Permit Fee:				\$360.00
Tree Removal and Stump Grinding Total:				\$17,240.00

Client/Owner: 



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Pruning Priority Levels	
A	High Priority
B	Moderate Priority
C	Low Priority

Priority Level A – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #9 Figure 12	Cedar	Zone (3) Trees #917,918,919 1395 Commons Dr. & 107 Dunbarton Cir.	3	Reduction Prune of tree canopy 24 Hours
Item #11 Figure 14	Locust	Zone (3) Tree #906 1359 Commons Dr.	1	Large Branch Removal 6 Hours
Item #19 Figure 23	Redwood	Zone (3) No Tag 411 Dunbarton Cir.	1	Trunk Restoration Work 12 Hours
Item #20 Figure 24	Cedar	Zone (3) No Tag 405 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #21 Figure 25	Cedar	Zone (3) No Tag 507 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #22 Figure 26	Cedar	Zone (3) Tree #980 603 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #26 Figure 32	Ash	Zone (3) Tree #1052 1007 Dunbarton Cir.	1	Large Branch Removal 6 Hours
Item #28 Figures 34	Redwood	Zone (3) Tree #693 1109 & 1111 Dunbarton Cir.	1	Reduction Prune of co-dominant tops 12 Hours
Tree Pruning (96) Hours:				\$10,080.00
Wood Green Waste Fee:				\$660.00
Permit Fee:				\$120.00
Subcontractor Crane Service:				\$5,600.00
Level A Tree Pruning Total:				\$16,460.00

Client/Owner: 

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Priority Level B – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description	
Item #8 Figure 11	Liquidambar	Zone (3) No Tag, Tree #925 1395 Commons Dr.	2	Reduction Prune of tree canopy 24 Hours	
Item #10 Figure 13	Cedar	Zone (3) No Tag 109 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours	
Item #12 Figure 15	Live Oak	Zone (3) Tree #895 1333 Commons Dr.	1	Reduction Prune of tree canopy 12 Hours	
Item #14 Figure 17	Liquidambar	Zone (3) No Tag 301 Dunbarton Cir.	1	Reduction Prune of tree canopy 24 Hours	
Item #17 Figure 21	Cedar	Zone (3) Tree #854 2330 Swarthmore Dr.	1	Reduction Prune of tree canopy 12 Hours	
Item #18 Figure 22	Cedar	Zone (3) Tree #842 409 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours	
Item #25 Figure 29-31	Tulip	Zone (3) Trees #711,717,718,719 Greenbelt along University Ave near 905-1007 Dunbarton Cir.	4	Full Prune 48 Hours	
				Tree Pruning (144) Hours:	\$15,120.00
				Wood Green Waste Fee:	\$960.00
				Permit Fee:	\$120.00
				Level B Tree Pruning Total:	\$16,200.00

Priority Level C – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description	
Item #13 Figures 16	Chinese Elm	Zone (3) Tree #891 1329 Commons Dr.	1	Growth Training & Shaping 6 Hours	
Item #15 Figures 18	Pistache	Zone (3) No Tags 2277 Swarthmore Dr.	2	Reduction Prune of tree canopy 12 Hours	
Item #16 Figures 19-20	Maple	Zone (3) No Tag 401 Dunbarton Cir.	1	Structural Prune 6 Hours	
Item #23 Figure 27	Liquidambar	Zone (3) Tree #816 605 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours	
Item #24 Figure 28	Pistache	Zone (3) Tree #985 601 Dunbarton Cir.	1	Reduction Prune of tree canopy 9 Hours	
Item #27 Figure 33	Red Oak	Zone (3) No Tag 1013 Dunbarton Cir.	1	Reduction & Structural Prune 12 Hours	
				Tree Pruning (105) Hours:	\$5,670.00
				Wood Green Waste Fee:	\$400.00
				Permit Fee:	\$120.00
				Level C Tree Pruning Total:	\$6,190.00

Client/Owner: 

<u>Service Descriptions</u>	<u>Price</u>
Tree Removals	\$12,600.00
Stump Grinding	\$2,520.00
Level A Tree Pruning	\$10,080.00
Level B Tree Pruning	\$15,120.00
Level C Tree Pruning	\$5,670.00
Wood Green Waste Fee	\$3,780.00
Subcontractor Crane Service	\$5,600.00
Permit Fee	\$720.00
Zone 3 Tree Work Grand Total:	\$56,090.00

NOTES

1. Due to the increased regulatory costs for disposal of wood waste, a Green Waste Recycling Fee applies to all Tree Services, Effective July 1, 2019.
2. Upon approval Addendum #1 is incorporated and an enforceable part of this proposal.
3. This proposal may be withdrawn by us if not accepted within 30 days.

TERMS AND CONDITIONS:

Net due upon 30 days. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees and court costs. Any alteration or deviation from the above involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. The Grove Total Tree Care is not to be held liable for damage to irrigation when grinding stumps. Our workers are fully covered by Worker's Compensation and our firm covered by liability insurance.

CONTRACTOR:

The Grove Total Tree Care
A division of Carson Landscape Industries
9530 Elder Creek Road, Sacramento, CA 95829
Contractor's License # 1034968
Ph: (916) 231-8733 * Fax: (916) 856-5410
Email: pdubois@thegrovetotaltreecare.com

By: Paul Dubois (by JC)
Name: Paul Dubois
Title: Account Manager/Arborist
Date: 07/10/2023

CLIENT/OWNER:

The Nepenthe Association
1131 Commons Dr.
Sacramento, CA 95825
Phone: (916) 929-8380
Email: Dusty.favichia@fsresidential.com

By: Christina George
Name: CHRISTINA GEORGE
Title: MEMBER AT LARGE
Date: 8/2/2023

Client/Owner: CG

Addendum 1

General Terms and Conditions



CARSON LANDSCAPE INDUSTRIES

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

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

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

Tree & Stump Removal/Grinding: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump is completed 8-12 inches below surface grade at an additional charge to the Client/Owner.

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

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

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

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

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

Commercial General Liability Insurance: Contractor carries commercial general liability insurance written by Golden Eagle Insurance. You may call John O. Bronson Company at 916-480-4158 to verify our coverage.

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

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

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

Client/Owner: eg

Zone 4 Tree Work Proposal



CARSON LANDSCAPE INDUSTRIES

9530 Elder Creek Road, Sacramento, CA 95829 P.916.231.8733

DATE: 07/11/2023

RE: Tree Work Proposal Zone (4) – from Arborist Report dated 07/03/2023
Nepenthe Association
Sacramento

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

Tree Removal and Stump Grinding

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #1 Figure 1	Zelkova	Zone (4) Tree #1215 308 Dunbarton Cir.	1	Tree Removal 3 Hours Stump Grinding
Item #2 Figures 2-3	Locust	Zone (4) Tree #1229 500 Dunbarton Cir.	1	Tree Removal 6 Hours Stump Grinding
Item #3 Figures 4-6	Hackberry	Zone (4) Tree #1154 108 Dunbarton Cir.	1	Tree Removal 24 Hours Stump Grinding
Item #4 Figure 7	Deodar Cedar	Zone (4) Tree #180 706 Dunbarton Cir.	1	Tree Removal 24 Hours Stump Grinding
				Tree Removals (57) Hours: \$6,840.00
				Stump Grinding (8) Hours: \$1,440.00
				Wood Green Waste Fee: \$1,020.00
				Permit Fee: \$360.00
				Tree Removal and Stump Grinding Total: \$9,660.00

Client/Owner: ef

Pruning Priority Levels	
A	High Priority
B	Moderate Priority
C	Low Priority

Priority Level A – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #5 Figure 8	Redwood	Zone (4) No Tag, Tree #1098 1427 Commons Dr.	2	Reduction Prune of co-dominant tops 12 Hours
Item #7 Figure 10	Cedar	Zone (4) Trees #1104,1105 1403/1405 Commons Dr.	2	Reduction Prune of tree canopies 24 Hours
Item #8 Figure 13	Cedar	Zone (4) Trees #1167,1168 100 Dunbarton Cir.	2	Reduction Prune of tree canopies 24 Hours
Item #9 Figure 14	Redwood	Zone (4) No Tag Cabana on Dunbarton Cir.	1	Reduction Prune of co-dominant top 12 Hours
Item #11 Figure 16	Redwood	Zone (4) No Tag 304 Dunbarton Cir.	1	Reduction Prune of co-dominant top 12 Hours
Item #14 Figure 21	Canary Island Pine	Zone (4) No Tag 714 Dunbarton Cir.	1	Reduction Prune of co-dominant top 18 Hours
Item #16 Figure 23	Canary Island Pine	Zone (4) No Tag 1016 Dunbarton Cir.	1	Reduction Prune of co-dominant top 18 Hours
Item #18 Figures 25-26	Deodar Cedar	Zone (4) No Tag 506 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #19 Figure 27	Ash	Zone (4) Tree #1127 1106 Dunbarton Cir.	1	Reduction Prune of tree canopy 24 Hours
Tree Pruning (156) Hours:				\$16,380.00
Wood Green Waste Fee:				\$1,220.00
Permit Fee:				\$120.00
Subcontractor Crane Service:				\$8,400.00
Level A Tree Pruning Total:				\$26,120.00

Client/Owner: 



CARSON LANDSCAPE INDUSTRIES

Priority Level B – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #6 Figure 9	Cedar	Zone (4) Tree #1093 1417 Commons Dr.	1	Reduction Prune of tree canopy 12 Hours
Item #12 Figure 17	Deodar Cedar	Zone (4) No Tag 506 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #13 Figure 20	Cedar	Zone (4) Trees #1252,1255 702 Dunbarton Cir.	2	Reduction Prune of tree canopies 24 Hours
Item #15 Figure 22	Canary Island Pine	Zone (4) Trees #1280,1281 802/804 Dunbarton Cir.	2	Reduction Prune of tree canopies 24 Hours
Item #17 Figure 24	Deodar Cedar	Zone (4) Trees #1296,1294, No Tag 810 Dunbarton Cir.	3	Reduction Prune of tree canopies 24 Hours
				Tree Pruning (96) Hours: \$10,080.00
				Wood Green Waste Fee: \$700.00
				Permit Fee: \$120.00
				Level B Tree Pruning Total: \$10,900.00

Priority Level C – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #10 Figure 16	Redwood	Zone (4) Tree #1197 212 Dunbarton Cir.	1	Full Prune 12 Hours
Item #20 Figures 28-29	Red Maple	Zone (4) No Tag 1100 Dunbarton Cir.	1	Reduction Prune of tree canopy 9 Hours
				Tree Pruning (21) Hours: \$2,205.00
				Wood Green Waste Fee: \$160.00
				Permit Fee: \$120.00
				Level C Tree Pruning Total: \$2,485.00

Client/Owner: CS

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CARSON LANDSCAPE INDUSTRIES

<u>Service Descriptions</u>	<u>Price</u>
Tree Removals	\$6,840.00
Stump Grinding	\$1,440.00
Level A Tree Pruning	\$16,380.00
Level B Tree Pruning	\$10,080.00
Level C Tree Pruning	\$2,205.00
Wood Green Waste Fee	\$3,100.00
Subcontractor Crane Service	\$8,400.00
Permit Fee	\$720.00
Zone 4 Tree Work Grand Total:	\$49,165.00

NOTES

1. Due to the increased regulatory costs for disposal of wood waste, a Green Waste Recycling Fee applies to all Tree Services, Effective July 1, 2019.
2. Upon approval Addendum #1 is incorporated and an enforceable part of this proposal.
3. This proposal may be withdrawn by us if not accepted within 30 days.

TERMS AND CONDITIONS:

Net due upon 30 days. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees and court costs. Any alteration or deviation from the above involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. The Grove Total Tree Care is not to be held liable for damage to irrigation when grinding stumps. Our workers are fully covered by Worker's Compensation and our firm covered by liability insurance.

CONTRACTOR:

The Grove Total Tree Care
 A division of Carson Landscape Industries
 9530 Elder Creek Road, Sacramento, CA 95829
 Contractor's License # 1034968
 Ph: (916) 231-8733 * Fax: (916) 856-5410
 Email: pdubois@thegrovetotaltreecare.com

CLIENT/OWNER:

The Nepenthe Association
 1131 Commons Dr.
 Sacramento, CA 95825
 Phone: (916) 929-8380
 Email: Dusty.favichia@fsresidential.com

By: Paul Dubois (by JC)
 Name: Paul Dubois
 Title: Account Manager/Arborist
 Date: 07/11/2023

By:
 Name: CHRISTINA GEORGE
 Title: MEMBER AT LARGE
 Date: 8/2/2023

Client/Owner:

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Addendum 1

General Terms and Conditions



CARSON LANDSCAPE INDUSTRIES

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

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Tree & Stump Removal/Grinding: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump is completed 8-12 inches below surface grade at an additional charge to the Client/Owner.

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

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

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

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

Commercial General Liability Insurance: Contractor carries commercial general liability insurance written by Golden Eagle Insurance. You may call John O. Bronson Company at 916-480-4158 to verify our coverage.

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

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

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

Client/Owner: 