NEPENTHE ASSOCIATION

Open Session Nepenthe Board of Directors

May 25, 2022 5:15 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:

Join Zoom Meeting

https://us02web.zoom.us/j/88272111861?pwd=bDJDalMycUswQ0ZPSU81Y05jeVF6dz09

Meeting ID: 882 7211 1861

Passcode: 620373

OR DIAL IN: 669 900 6833

Enter the Meeting ID: 882 7211 1861 followed by the Passcode: 620373

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. EXECUTIVE SESSION ACKNOWLEDGEMENT/ANNOUNCEMENT

Background

In accordance with Civil Code Section 4935(a) the Board met in Executive Session immediately preceding the Open Session meeting 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 approved a foreclosure resolution for two delinquent accounts and held three disciplinary hearings.

III. COMMITTEE UPDATES

The following committees submitted minutes or will have a verbal report for Board review:

Ad Hoc Playground Committee

Architectural Review Committee

Finance Committee

Grounds Committee

Insurance, Legal & Safety Committee

Outreach Committee

Supporting Documents

Architectural Review Committee Minutes - May 2022..pdf 7

Grounds Minutes - May 2022.pdf 10

Outreach Meeting Minutes - May 2022.pdf 17

IV. REPORTS

Management report to be provided under separate cover.

V. 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.

VI. HOMEOWNER CORRESPONDENCE

Supporting Documents

Correspondence - Paint Colors.pdf 19

Correspondence - Storm Drain Inlet.pdf 21

Correspondence - Fire Prevention.pdf 26

VII. 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.

A. APPROVAL OF MINUTES

Proposed Resolution

The Open Session Minutes dated May 4, 2022 are approved as presented.

Supporting Documents

Minutes Board 5-4-2022.pdf 29

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 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.

C. ARCHITECTURAL APPROVALS

Proposed Resolution

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

2265 Swarthmore Dr.	Solartube	Approved with conditions

VIII. UNFINISHED BUSINESS

A. PROPOSED PAINT COLORS - QUESTIONNAIRE RESULTS

The Board will review the input received from the homeowners and decide whether to move ahead with the proposed paint colors:

1. Tranquil Taupe KM5788
2. Smoky Day KM4936
3. Winter's Park KM5824
4. Not My Fault KM5825
5. Grouchy Badger KM4938 for fences.

As of 6:00 pm Friday, May 20th, the questionnaire feedback is as follows:

Do you like the proposed paint colors?

YES: 94

NO: 175

NO OPINION: 16

The most frequent comments for both YES and NO is that people preferred the lighter colors. There seemed to be consensus about the dark colors absorbing heat rather than reflecting it. Other frequent comments reflected concern about carefully selected front door colors, patio furniture and awnings no longer being harmonious with the house color. There were a number of comments about the short timeline for homeowner input. Some homeowners commented that they did not see a big difference in the current colors and the proposed colors. There were some homeowners who thanked the Board for their work on this project.

The hard copies of the survey will be at the directors' table at the Board meeting for their in person review.

▶ **Action Required: Board Review & Resolution**

Proposed Resolution

The Board agrees to change / not change the paint colors on the homes in Nepenthe.

B. LOLLIPOP LIGHT BULB CHANGE

Per Board directive, management has received proposals from the following vendors for the job of replacing the current florescent light bulbs with the newly purchased LED lights.

▶ **Action Required: Board Review & Resolution**

Proposed Resolution

The Board approves the proposal from _____ for the change out of 687 light bulbs in the amount of $_____, payable from Reserves.

Supporting Documents

Custom Care Proposal- Light Bulbs.pdf 36

Elite Proposal- Light Bulbs.pdf 38

C. CLUBHOUSE SOLAR PANELS

The Board has obtained two proposals for the installation of solar panels on the Clubhouse to help offset the cost of electricity in the building. They will discuss the proposals and decide whether to pursue next steps.

▶ **Action Required: Board Review & Resolution**

Supporting Documents

Proposal-Solar-Tesla.pdf 41

Proposal-Solar-Aztec.pdf 43

D. PROPOSED POLICY TO PERMIT HOMEOWNERS TO PLANT IN COMMON AREA

At the April Open Session, the Board agreed to ask the Grounds Committee to prepare a draft policy that would permit homeowners to plant in the Common Area. Per Article III, Section 3.12.

The committee devoted quite a lot of time at their April meeting to this topic and presented their draft notes to the Board.

At the May 4th Open Session, the directors asked the committee to ensure that they use the anonymous draft policy provided by Director Gray. This draft is titled Supplemental Planting Form for the Nepenthe Common Areas 2 and is enclosed in the Board packet.

The Grounds Committee took up this item again at their May 19 meeting. After taking each point into consideration, this is the policy outline recommended by consensus by the Grounds Committee:

- A homeowner who wishes to install, or have installed, plants in the area around their home will be required to apply for permission from the Association. The Association will be required to reply to the application no later than 30 days after receipt.
- The homeowner will be able to select plants – annual flowers, groundcover, shrubs and trees from an approved list.
- Approval or denial of the request will come from the general manager after consultation with the applicable zone steward and the chair of the Grounds Committee.

- **For annual flowers:**
  - The homeowner will pay for the plants, and will own them.
  - No plants or irrigation will be removed.
  - Cost to repair damage to irrigation will be paid by the homeowner, per the CC&Rs.
  - The area of planting will be negotiated on a case-by-case basis, not to exceed 15 square feet in area.
  - The flowers will go into shrub beds, and not where turf or ground cover is established.
  - When the flowers become unsightly, the homeowner will remove them.
  - If the general manager believes the plants are unsightly, and the homeowner has not removed them, the manager will have the power to remove them.

- **For perennials – groundcover, shrubs and trees:**
  - The Association will pay for the plants, the cost of their installation and their maintenance by its landscape contractor.
  - If a plant should die, the Association will either require the contractor to replace it, if under warranty, or will pay for its replacement.
  - There will be no defined limit to the area to be planted, but a request may be denied if the general manager, zone steward and Grounds Committee chair believe it is excessive.

▶ **Action Required: Board Review & Resolution**

Supporting Documents

Supplemental Planting Form for the Nepenthe Commo.docx 50

E. ARBORIST'S TREE REPORTS AND PROPOSALS FOR ZONES 3 AND 6

Last month the Board approved the work recommended by the Arborist in Zones 1, 2, 4, 5 and 7. The zone stewards for Zones 3 and 6 needed more time, but at the May 19 Grounds Committee meeting, they recommended approval and the committee voted unanimously to recommend the proposals to the Board of Directors.

Approve Carson's proposals for tree work, provided any tree removals not be done until you approve proposals for associated remediations.

Amounts:

- Zone 3 $11,480
- Zone 6 $13,500

► **Action Required:** **Board Resolution**

Proposed Resolution

The Board approves the tree work proposed for Zones 3 and 6 for a total fee of $24,980 payable from Reserves.

Supporting Documents

Nepenthe Tree Work Proposal Zone 3 rev. 05.09.22..pdf 56

Nepenthe Tree Work Proposal Zone 6 04.08.22.pdf 60

IX. NEW BUSINESS

A. DISCUSS CSUS PLAN TO BUILD FACULTY HOUSING ON UNIVERSITY AVE.

CSUS is planning to build housing for Faculty and Staff at 910 University. This is directly next to a piece of Nepenthe property on University, consisting of tennis courts and the area we refer to as our "corporation yard".

It is recommended that the directors discuss this project and whether to explore dividing the lot and offering a portion of it for sale to CSUS.

► **Action Required:** **Board Resolution**

Supporting Documents

CSUS_Uni Housing_NOI.pdf 64

X. 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.

XI. NEXT BOARD MEETING

The Association's next open Board meeting will be Wednesday, July 1, 2022.

XII. ADJOURN

Architectural Review Committee Minutes - May 2022..pdf

NEPENTHE ARCHITECTURAL REVIEW COMMITTEE MINUTES
Thursday, May 12, 2022 at 5:30 pm, conducted in person and via videoconferencing

Members present: Alan Watters, Lee Blachowicz, Pat Singer.

Absent: Ken Luttrell, chairperson.

Also Present: General Community Manager Bettsi Ledesma; Director and Board Liaison Linda Cook.

Meeting was convened at 5:30 pm.

A.1. Welcome and Opening Remarks.

A.2. Introductions.

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

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

1. **2265 Swarthmore Drive –** Solar tube installation in this 2000 model: Install one Solatube 160 DS/Isn Daylighting 10-in. diameter with the exhaust fan option over the master bathroom toilet & shower room, replacing the existing exhaust fan. Contractor is to be JMJ Natural Lighting of Rancho Cordova. Although this model with the exhaust fan option is contrary to the Architectural criteria, it appears that the contractor can utilize the existing exhaust fan venting pipe and jack, thus avoiding creating a second roof penetration. **Approval Recommended with Conditions**: the Condition that the contractor provide either a diagram of the connection between the output of the new exhaust fan and the existing exhaust vent pipe or a photograph of the completed work in this area, to be submitted by the homeowner with the Notice of Completion.

B.2.A. Homeowner Requests Approved via Emergency Approvals: none.

B.3. Homeowner Requests Not Approved: none.

C. Old Business:
Ken Luttrell is still attempting to obtain documentation for his Emergency HVAC replacement application from December, 2021.

D. New Business:

1. Pat Singer has updated her previous revision the list of Screen, etc. Doors, updating it. Discussion was held with those present endorsing the reworking. Alan volunteered to go to a Lowe's to view the screen door Pat suggests we add to the list.

E. Notices of Completion: none.

F. Next meeting. Next regular meeting on Thursday, June 9, 2022, at 5:30 pm, will have the ARC meet in person and via videoconferencing using Zoom.

Meeting adjourned at 5:50 pm.

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

Grounds Minutes - May 2022.pdf

Grounds Committee Meeting Minutes
May 19, 2022 @ 3:00 PM
In-person and Via Zoom
ATTENDANCE

Members Present

Steve Huffman, Chair
Solveig Toft
Don Ellwanger
Christina George
Nina White
Diane Durawa
Liza Tafoya
Joan Trotta
Don Landsittel
Joleen Hecht

Member Absent

Kathy Waugh

Also Present

Markus Dascher, Board Liaison
Bettsi Ledesma, General Manager

Homeowners Present

Pam Livingston
Diana Vizzard
Cheryl Nelson
Jim Shaw
Ashley Tangeraas
Rick Lawrence
Teri De Gross
Janine Neely
Karen Lowrey
Greg Ruecker
Yvonne Del Biaggio
Tim Taylor
Marcy Best
Karen Lowrey
Paul Keller
Mary Gray
Nancy Cooper
Jackie Grebitus
Rebecca Siiteri
Kelly Cole
Pam DiMaggio

Carson Landscape Industries

Paul DuBois, Oscar Lopez & Nick Shebert

AGENDA ITEMS

Steve called the meeting to order at 3:02.

Minutes of Committee Meeting April 21

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

Comments from Guests

Diana Vizzard stated her opposition to permitting homeowners to plant in the common area, citing past experience when she was a member of the committee.

Nancy Cooper said she favored allowing homeowners to do so, saying a workable plan is possible.

Proposals for Tree Work in Zones 3 & 6

Zone 3
Joleen and **Liza** had met with **Paul** since the April meeting. Subsequently **Paul** had revised his proposal. The new amount was $11,480. By unanimous vote the committee recommended the Board approve it, provided any tree removals not be done until Board approval of associated remediations, on a motion by **Joleen** and seconded by **Liza**.

Zone 6
Steve reminded the committee that at its April meeting, **Kathy** had stated she looked at the trees in the proposal for her portion of the zone and supported recommending it to the Board**.** **Joan** said she had looked at the trees in her portion and likewise agreed to the work. Upon a motion by her, and seconded by **Don L**, the committee voted unanimously to recommend the Board approve the proposal, provided any tree removals not be done until Board approval of associated remediations. The amount was $13,500.

Questions of Landscape Architect Garth Ruffner re: His Design Guidance
Markus introduced **Garth**, stating that the Board had retained him to provide feedback on landscape choices made by the association in recent years and make recommendations that would enhance the community's beauty. He said those recommendations were compiled in the document titled "Design Guidance from Consulting Landscape Architect Garth Ruffner" which was accepted by the Board on May 4th. He said that **Garth** was continuing to work on other projects, mainly having to do with plant selections. He said he was present at the meeting to discuss his recommendations with the committee and answer any question they might have.

Steve added that the Board was seeking feedback from the committee, and also from Carson.

Committee members then asked many questions, and **Garth** responded. Members voiced no opposition to his recommendations. One correction was noted. The last bullet point read, "Most plants between December and early April before new growth begins." Was corrected to read, "Prune most plants between December and early April before new growth begins."

Nick Shebert of Carson said his firm did not agree with all items in the Design Guidance and would so inform the Board.

Questions of Oscar
Members asked several questions of **Oscar**. **Paul** and **Nick** also participated.

Comments from Board Liaison
Markus noted **Steve** would not be part of the committee in the upcoming Board term and thanked him for his service to Nepenthe Association.

Policy re: Homeowner Planting in the Common Area

Steve gave some recent history on the subject. At the committee's April meeting it recommended an outline for such a policy. It was included in the Board's May 4 agenda. It was not well received by some directors, who felt strongly the committee should have considered a policy draft he had been sent in early April. The author was unknown. It was included in the advance materials for this meeting.

He said the Board was asking for not just an outline, but an actual policy draft, for them to consider at their last meeting of the term, on May 25, just prior to the annual meeting. He referred to **John Baker's** message distributed in advance. He noted **Bettsi** had to have the materials for that meeting no later than the next day, including that day's minutes.

To start the discussion, he had produced a spreadsheet, a comparison of policy elements for what the committee had recommended the previous month, and for the anonymous draft. Then for each policy element there was a blank cell where the committee's recommended could be placed. The completed document is attached.

At the end of an extensive discussion, the committee agreed on the following policy outline:

- A homeowner who wishes to install, or have installed, plants in the area around their home will be required to apply for permission from the Association. The Association will be required to reply to the application no later than 30 days after receipt.
- The homeowner will be able to select plants – annual flowers, groundcover, shrubs and trees from an approved list.
- Approval or denial of the request will come from the general manager after consultation with the applicable zone steward and the chair of the Grounds Committee.
- For annual flowers:
    - The homeowner will pay for the plants, and will own them.
    - No plants or irrigation will be removed.
    - Cost to repair damage to irrigation will be paid by the homeowner, per the CC&Rs.
    - The area of planting will be negotiated on a case-by-case basis, not to exceed 15 square feet in area.
    - The flowers will go into shrub beds, and not where turf or ground cover is established.
    - When the flowers become unsightly, the homeowner will remove them.
    - If the general manager believes the plants are unsightly, and the homeowner has not removed them, the manager will have the power to remove them.
- For perennials – groundcover, shrubs and trees:
    - The Association will pay for the plants, the cost of their installation and their maintenance by its landscape contractor.
    - If a plant should die, the Association will either require the contractor to replace it, if under warranty, or will pay for its replacement.
    - There will be no defined limit to the area to be planted, but a request may be denied if the general manager, zone steward and Grounds Committee chair believe it is excessive.

By the time the above outline was agreed to, it was 5:15. The committee concluded there was not enough time to draft a detailed policy.

The meeting adjourned at 5:16.

Respectfully submitted,

Steve Huffman, Chair

Recommendations to the Board

- Approve Carson's proposals for tree work, provided any tree removals not be done until you approve proposals for associated remediations. Amounts follow:
  - Zone 3 $11,480
  - Zone 6 $13,500
- Produce a policy and procedure for homeowner planting in the common area based on the following outline:
  - A homeowner who wishes to install, or have installed, plants in the area around their home will be required to apply for permission from the Association. The Association will be required to reply to the application no later than 30 days after receipt.
  - The homeowner will be able to select plants – annual flowers, groundcover, shrubs and trees from an approved list.
  - Approval or denial of the request will come from the general manager after consultation with the applicable zone steward and the chair of the Grounds Committee.
  - For annual flowers:
    - The homeowner will pay for the plants, and will own them.
    - No plants or irrigation will be removed.
    - Cost to repair damage to irrigation will be paid by the homeowner, per the CC&Rs.
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    - The flowers will go into shrub beds, and not where turf or ground cover is established.
    - When the flowers become unsightly, the homeowner will remove them.
    - If the general manager believes the plants are unsightly, and the homeowner has not removed them, the manager will have the power to remove them.
  - For perennials – groundcover, shrubs and trees:
    - The Association will pay for the plants, the cost of their installation and their maintenance by its landscape contractor.
    - If a plant should die, the Association will either require the contractor to replace it, if under warranty, or will pay for its replacement.

- There will be no defined limit to the area to be planted, but a request may be denied if the general manager, zone steward and Grounds Committee chair believe it is excessive.

Summary of Policy Elements for
Homeowner Planting in Common Area

By: Grounds Committee
May 19, 2022

	Our committee April 21	Supplemental Planting Form (author unknown)	Today's outline
Who is permitted to to do the planting?	Owner for annuals; Nepenthe Association contractor for all else	Owner or Nepenthe Association contractor, owner's choice	Owner for annuals, association for all else
Who selects plants?	Owner for annuals; otherwise, management	Homeowner does, from a "planting guide." which includes shrubs, ground cover, perennials and annuals. No trees can be planted.	for annuals OR other plantings, owner selects from planting guide submits a request
Who pays for plants?	Owner for annuals; Nepenthe Association for all else	Owner	Owner for annuals, association for all else
Who maintains plants?	Owner for annuals; Nepenthe Association contractor for all else	Nepenthe Association contractor	Owner for annuals, association for all else
Who owns plants?	Owner for annuals; Nepenthe Association for all else	Not defined.	Owner for annuals, association for all else
If plants die, who pays to replace them?	Owner for annuals; Nepenthe Association contractor for all else, up to a year. If plants live for more than a year, Nepenthe Association pays.	Owner does if plants die within 3 years.	annuals removed by owner at end of season. First year for all other plantings are under landscaper warranty, afterwards they are the responsibility of the asssociation.
If irrigation is damaged, who pays to repair it?	Owner not permitted to modify irrigation in the case of annuals.	Owner does.	CC&Rs provide that damage caused by an owner is levied against the owner.
How is "owner's area" defined?	In the case of annual planting, near owner's entrance, up to 10 square feet.	Not defined.	For Annuals, area to be negotiated on a case by case basis not to exceed 15 square feet. Annuals only in shrub beds, not where turf or ground cover is established.
Do near neighbors need to be informed of plans?	No	No	No
Who approves planting?	Management in consultation with zone steward	Zone steward	Management in consultation with zone steward and Grounds Chair.

Outreach Meeting Minutes - May 2022.pdf

NEPENTHE ASSOCIATION
OUTREACH COMMITTEE MEETING
May 17, 2022 5:00 PM
Zoom Meeting

M I N U T E S

I. CALL TO ORDER

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

II. GUESTS
- **Karen Lowrey, Marcy Best**

III. ANNOUNCEMENTS
- **Emily and John will be stepping down from the committee. New and continuing members need to complete and submit their committee application forms and email to Nepenthe.HOA@fsresidential.**

IV. REPORTS
- **May board meeting recap**

V. UNFINISHED BUSINESS
- **"Meet Your Neighbor" segment**
  - **i. June feature selected**
- **Upcoming Events**
  - **i. 50th Anniversary of Nepenthe - June 12, 4:00 – 6:00 p.m.**
    - **Sponsorship amounts received to date - $4100. A working budget has been created. Most shopping decisions have been made.**
    - **Survey monkey responses received – So far, 108 people plan on attending**
    - **Planning meeting recap**

VI. RECOMMENDED ACTION(S) FOR THE BOARD OR REQUESTS OF THE BOARD
- **None**

VII. ADJOURNED:
- **5:54 pm**

VIII. NEXT MEETING:
- **TBD**

Correspondence - Paint Colors.pdf

Bettsi Ledesma

From: Karl Lanocha <klanocha@mac.com>
Sent: Sunday, May 15, 2022 8:39 PM
To: president@nepenthehoa.com; vicepresident@nepenthehoa.com; director@nepenthehoa.com; treasurer@nepenthehoa.com; secretary@nepenthehoa.com
Cc: Bettsi Ledesma
Subject: Repainting Nepenthe

Follow Up Flag: Follow up
Flag Status: Flagged

May 15, 2022

Nepenthe Association Board of Directors
1131 Commons Drive
Sacramento, CA 95825

Dear Board of Directors:

We object to a recent proposal to repaint the houses of Nepenthe according to a different color scheme. We object to this proposal based on the concept itself and its manner of execution.

One thing that distinguishes Sacramento from many other American cities is its diverse neighborhoods, each with its own architectural characteristics and unique design aesthetic. Examples include Land Park, East Sacramento, The Fabulous 40s, and Campus Commons.

Architect and developer, Robert C. Powell, along with his wife, Jeanette, who was an artist and designer, chose a color scheme for Campus Commons that both reflects and enhances the neutral, muted tones of the Northern California landscape.

Powell's clever use of shape, light, shadow, and color was visionary for its time. While some may regard it as "outdated", Powell's color choice remains appropriate and relevant to this day. It should be noted that the proposed colors of a darker hue would retain more heat than the current lighter and more reflective tones.

While the Board has been considering this matter for several months, the homeowners have been asked, with very little notice, to voice their approval or disapproval. Furthermore, this proposal is being made shortly before a major siding replacement project is set to begin. There is simply not enough time to reach consensus among the 590 Nepenthe homeowners.

Sincerely,

Julie L. Lanocha
Karl I. Lanocha, MD

1509 University Ave
Sacramento, CA 95825

Correspondence - Storm Drain Inlet.pdf

Homeowners near 200 – 300 Dunbarton Circle
Sacramento, CA 95825

May 16, 2022

Nepenthe Home Owners Association
Sacramento, CA 95825

Dear Homeowners' Association:

We are having ongoing problems with mosquitos in our area. This is due to standing water in our gutter on Dunbarton Circle on the street near units 201 301. The redwood tree root system near 301 Dunbarton Circle has raised the gutter and street preventing water to drain. Gravity cannot take place because of the raised asphalt; therefore, the water sits at the low spot because it cannot flow to the drain. Please see the photo included. This standing water is constant due to periodic watering. This provides a breeding area for mosquitos. Jerry Clark at 301 Dunbarton sees swarms of mosquitos over his fence as he sits in his patio in the afternoons. Please see the photo of the standing water consistently existing after all the water that **can drain** drains.

In addition, the walkway from the street to Dunbarton units 201, 301, 302 etc., is always very dirty due to the constant mud existing in front of the walkway. Today there is grass growing in the mud! Jerry Clark has to have his carpets cleaned more often than people normally clean their carpets due to visitors parking on our part of Dunbarton Circle inadvertently tracking in the mud, or dried mud from the walkway when they enter his home. Please see the photo included.

These problems have existed for a few years. We are asking that the water drainage problem be addressed mostly for health reasons due to the mosquitos. Please let us know which HOA committee we should contact about this; or should we ask that the problem be put on a board meeting agenda?

Thank you in advance for your response to our concerns.

Sincerely,

Marie Bellezza Matt Address 305 Dunbarton 539-6685

Stephanie Bellezza Matt 305 Dunbarton 591-6688

Gmail

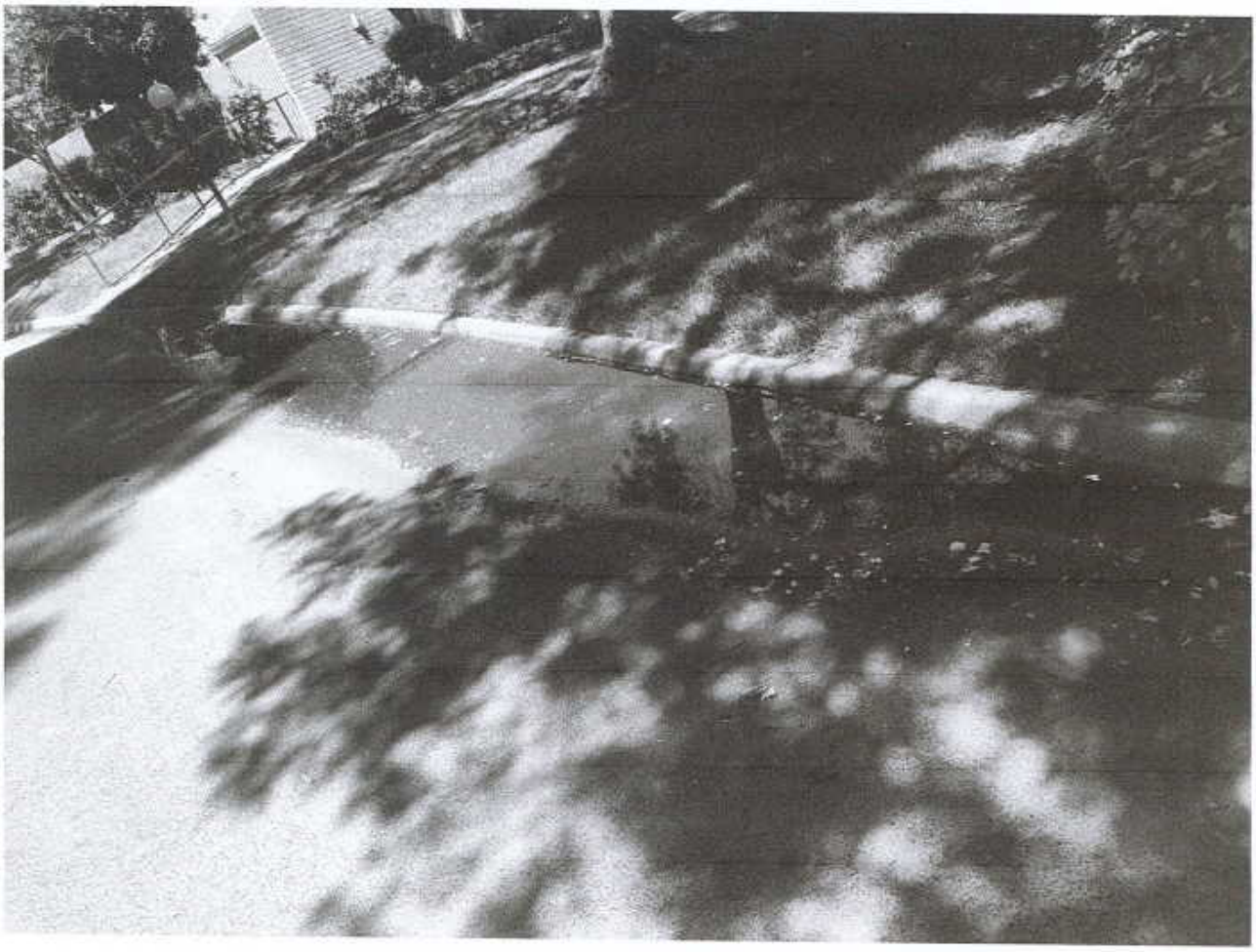
Marsie Mott <marsiemott47@gmail.com>

3

1 message

Marsie Mott <marsiemott47@gmail.com>
To: marsiemott47@gmail.com

Mon, May 16, 2022 at 12:24 PM



Gmail

Marsie Mott <marsiemott47@gmail.com>

2

1 message

Marsie Mott <marsiemott47@gmail.com>
To: marsiemott47@gmail.com

Mon, May 16, 2022 at 12:23 PM

Gmail

Marsie Mott <marsiemott47@gmail.com>

1

1 message

Marsie Mott <marsiemott47@gmail.com>
To: marsiemott47@gmail.com

Mon, May 16, 2022 at 12:22 PM

Correspondence - Fire Prevention.pdf

May 20, 2022

RE: Repainting units and fire retardant

Dear Nepenthe Association Board,

I have been made aware of a variety of products that are sold that protect wood siding from high heat fires. I did a short google search but am in no way an expert. I am looking to our leadership to look into the information available for fire reduction measures for our community.

Because we are considering an exterior painting project for our units in Nepenthe, has anyone discussed or otherwise thought about some product to help protect our wood siding homes/fences at this time. Our local fire department might be able to provide some input. Private homes in California are not required to use non-flammable products, as are nursing homes, and churches. And when these units were built there was no cause to worry about climate issues faced by Sacramento in 2022.

The climate issues are dire for Sacramento and only keep getting worse. Although we do not live in hilly mountainous terrain, we are in a forest of trees that are stressed and drying out due to drought conditions. One can also look at the large residential area fire from 1991 in the Oakland/Berkeley hills. The deadly 1991 fire can be traced to a small fire at 7151 Buckingham Boulevard on October 19.

> *Firefighters responded quickly and thought they had brought the blaze under control. However, heat from the fire had caused pine needles to fall from the trees and cover the ground. The winds were so intense and the area was so dry that within an hour close to 800 buildings were on fire.*
>
> *https://www.history.com/this-day-in-history/fire-sweeps-through-oakland-hills#:~:text=The%20deadly%201991%20fire%20can,trees%20and%20cover%20the%20ground.*

AS A SIDE NOTE: Fire Departments recommend “Defensible Space” but our Nepenthe landscape does not even allow us to meet these requirements from

Cal FIre website: https://www.fire.ca.gov/programs/communications/defensible-space-prc-4291/

> *Assembly Bill 3074, passed into law in 2020, requires a third zone for defensible space. This law requires the Board of Forestry and Fire Protection to develop the regulation for a new ember-resistant zone (Zone 0) within 0 to 5 feet of the home by January 1, 2023. The intensity of wildfire fuel management varies within the 100-foot perimeter of the home, with more intense fuels' reduction occurring closer to your home. Start at the home and work your way out to 100 feet or to your property line, whichever is closer.*

I appreciate your consideration to the fire retardant spray/paint to protect our homes and a review of defensible space with our Sacramento Fire Department.

Sincerely,
Beverly Fein
Homeowner 307 Dunbarton Circle

Minutes Board 5-4-2022.pdf

NEPENTHE ASSOCIATION

Open Session Nepenthe Board of Directors

May 4, 2022 6:00 PM
Nepenthe Clubhouse
1131 Commons Drive
Sacramento, 95825

MINUTES

Directors Present

LINDA COOK - Secretary
MARY GRAY - Vice President
JOHN BAKER - President
MARKUS DASCHER TTEE - Director at Large
ASHLEY TANGERAAS - Treasurer

Directors Absent

None

Additional Attendees

Bettsi Ledesma, General Manager, FirstService Residential

I. CALL TO ORDER

The meeting was called to order at 6:01 pm.

II. EXECUTIVE SESSION ACKNOWLEDGEMENT/ANNOUNCEMENT

III. COMMITTEE UPDATES

The following committees submitted minutes or will have a verbal report for Board review:

Ad Hoc Playground Committee

Architectural Review Committee

Finance Committee

Grounds Committee

Insurance, Legal & Safety Committee

Outreach Committee

IV. REPORTS

Communication

- The Nepenthe News was last published on April 8, 2022. The next newsletter will be published on May 6, 2022. Topics to be covered include:
  - Meet Your Neighbor

- 2022 Annual Meeting
- Nepenthe's 50th Birthday- June 12
- Fundraiser for CC playground
- From Your Board

Administration

- As of April 27, 2022, the rental rate in Nepenthe is 15.7%
- Still awaiting response from City of Sacramento regarding start of new billing for water meters
- Ballots were confirmed as having been mailed from the distribution center on April 25, 2022.

Facilities

- Janitorial Service: Custom Care Cleaning has performed all scheduled nightly cleanings of the facilities.
- 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.
- Two motorhomes used as residences parked on Swarthmore on April 11. Working with the City and homeowners, we got the campers to leave by the 15th.
- The LED light bulbs have been ordered at a cost of $5,134.09. This information has been relayed to Peter Pelkofer of the Insurance, Legal and Safety Committee. We have fourteen volunteers signed up for changing out the bulbs.
- Contract with Reeves Construction Management was signed by President Baker and a timeline tentatively established for the Phase I Siding, Fencing and Painting:
  - Approve Request for Proposals: May 4-13
  - Request for Proposals published: May 16
  - Bid walks with Construction Manager: May 17 through June 20
  - Proposals due to Construction Manager: June 24
  - Proposals due to General Manager: June 30
  - Board to approve proposal: July 6
- Request for seal coat proposals have been emailed to the following asphalt companies:
  - Action Asphalt
  - Breault Asphalt and Concrete
  - Dryco
  - JB Bostick
  - Nor-Cal Asphalt

Proposals to be reviewed by the Board on July 6. The RFP is included with this report for the Board's review.

- In the month of April, 26 work orders were created, 23 were closed.

Grounds

- Carson service schedule for May is appended to this report.
- I attended the Grounds Committee meeting on April 19.
- Carson completed a number of work orders from February in April and anticipates starting the approved tree remediations for Zones 1, 5, 6 and 7 in May.
- We are awaiting Garth Ruffner's feedback on plant selections for the tree remediations in Zones 3 and 4 that the Board conditionally approved last month.
- We are awaiting Garth Ruffner's feedback on the Zone 7, Area B approved shrub remediation proposal.

Financial

- Non-resident owners have been assessed the pass-through flood surcharge on their May statements.
- Cash flow in the Operating Fund has been a concern lately. The GL Accountant at FirstService

Residential did not fund the Reserves in February or March as the US Bank cash position was slightly low. Working with our controller, Aulia Steinbis, it was agreed to fund what we can each month even if it is not the full budgeted contribution of $187,620. We will continue to monitor our cash position closely. This was also discussed with the Finance Committee.

- The investment actions authorized by the Board at the April meeting have been completed except for the transfer from of the CIT CD which will occur at maturity.

Governance

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

V. HOMEOWNER FORUM

A number of homeowners spoke on items of community interest.

Homeowner Tim Taylor, 1104 Dunbarton, asked the Board to plant a tree to replace one that had been removed due to storm damage in the alley behind his home. This item had been reviewed by the Grounds Committee who voted to NOT plant a tree in that location. The Board instructed management to work with the arborist to identify a suitable tree for the location. Homeowner to be provided the option to pay for a larger tree than the normal 15 gallon size.

Homeowner Maureen White, 1411 Commons Drive asked the Board to give approval for the flowers and plants she has already planted in the Common Area outside her unit. As the Board is considering a policy to permit planting in the Common Area, the homeowner will have to wait until a policy is adopted. Until then, her plantings are not in compliance with the CC&Rs and Community Rules.

VI. HOMEOWNER CORRESPONDENCE

VII. CONSENT CALENDAR

Resolved

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

A. APPROVAL OF MINUTES

Resolved

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

B. FINANCIAL STATEMENT

Resolved

The Board further accepts the Association's income statement for March 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 **$165,334** and year-to-date reserve funding of **$370,705** compared to the year-to-date reserve funding budget of **$562,860**. The actual year-to-date operating expenses were **$417,254**. The budgeted year-to-date operating expenses were **$418,917**. The association has **$478,108** in operating funds, which represents **1.46 months** of budgeted expenses and reserve contributions. The association has **$10,287,933** in reserve funds.

C. ARCHITECTURAL APPROVALS

Resolved

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

1545 University Ave.	Awning	Approval

D. LIEN RESOLUTION MARCH 2022

Resolved

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

Account Number	Past Due Amount
2138-01	$1,474.92
2487-02	$1,208.87

VIII. UNFINISHED BUSINESS

A. RECEIVE ARC REPORT CONCERNING PROPOSED PAINT COLORS

The directors reviewed the report from the report from the Architectural Review Committee. John Baker moved to proceed with the recommendations to obtain community feedback and make a final decision on May 25. The motion was seconded by Ashley Tangeraas and was approved unanimously.

B. PROPOSAL FOR TREE REMEDIATIONS IN ZONE 3

Resolved

The Board approves the proposal from Carson Landscape for tree remediations as proposed excepting therefrom the Manzanitas to be replaced with staked Lorapetalum for a fee of $4,650 payable from Reserves.

Motion: ASHLEY TANGERAAS
Second: LINDA COOK

- ***Resolved***
  The motion passed unanimously

C. REVIEW DESIGN GUIDANCE FROM LANDSCAPE ARCHITECT, GARTH RUFFNER

Resolved

The Board approves the Landscape Design Guidelines as presented and forwards it the Grounds Committee and Carson Landscape for comment.

Motion: JOHN BAKER
Second: LINDA COOK

- ***Resolved***
  The motion passed unanimously

D. LOLLIPOP LIGHT BULB CHANGE

The Board discussed the options for changing out the light bulbs and instructed management to obtain pricing for approval at the next Open Session.

IX. NEW BUSINESS

A. PROPOSED POLICY TO PERMIT HOMEOWNERS TO PLANT IN COMMON AREA

The Board directed the Grounds Committee Chair to work with his committee and use the anonymously provided draft procedure as a basis for their discussion. Text:

Nepenthe Application for Common Area planting by a homeowner

This is a voluntary program based on a homeowner's desire to enhance the appearance of the commons area around their home.

The owner must agree in writing with the conditions outlined in the application.

Any damage to Nepenthe common area irrigation system will need to be repaired at the homeowner's expense. The homeowner will be responsible for the cost and replacement of any damage to any existing plants. Trees cannot be removed

If any of the new planting die within three years, it will be the homeowner's responsibility to replace them. The landscape contractor will be responsible for maintenance.

- The homeowner will pay for the cost of the plants
- If the homeowners choose to hire the landscape contractor, they will pay for installation
- Photos and drawings/plans of the proposed improved area are required and must be attached. Drawing of area to be enhanced or use of the photo to show the changes
- What area is being considered for enhancement? Front, side, or alleyway? Circle one or all.
- The homeowner must include all plants to be installed and their location **The plants must be selected from the attached planting guide or approved by the ground steward**
- Availability to meet with the appropriate ground steward
- The approved plan will be filed in the office
- Plan will be approved by the Zone Ground Steward

B. ARBORIST REPORTS AND TREE WORK PROPOSALS

Resolved

The Nepenthe Board of Directors approves the proposals from The Grove Total Tree Care for specific pruning and removals in Zones 1, 2, 4, 5 and 7 for a fee of $76,200.00 payable from Reserves.

Motion: LINDA COOK
Second: MARY GRAY

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

C. PROVIDE AUTHORIZATIONS RELATED TO PHASE I SIDING, FENCING AND PAINTING PROJECT

Resolved

The Board authorizes President Baker to

1. Approve the Request for Proposal for Phase I Siding, Fencing and Painting being prepared by Project Manager Paul Reeves
2. Approve change orders over the General Manager's $5,000 limit as recommended by Project Manager Paul Reeves. All change orders to be included on Paul's monthly report to the Board of Directors.

Motion: LINDA COOK
Second: MARY GRAY

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

D. FDCPA REQUIREMENTS FOR COLLECTING DELINQUENT ASSESSMENTS

Resolved

That the Delinquency Policy dated June 1, 2022 be adopted as presented, removing the Reminder Letter and adding the Validation Letter as required by the Consumer Financial Protection Bureau. The Board approves distribution of the new Delinquency Policy by Management, per resident Individual Delivery preferences.

Motion: MARY GRAY
Second: LINDA COOK

► ***Resolved***
The motion passed unanimously

X. SECOND HOMEOWNER FORUM

XI. NEXT BOARD MEETING

The Association's next open Board meeting will be Wednesday, May 25, 2022 at 5:15 pm while the Inspectors of Election are counting ballots for the Annual Meeting.

XII. ADJOURN

Meeting was adjourned at 8:06 pm.

APPROVED **DATE**

Custom Care Proposal- Light Bulbs.pdf

customcareservices@frontiernet.net
customcareservices.net
8712 Mackey Road
Elk Grove, CA 95624
(916) 682-7188
(916) 682-0888

CUSTOM CARE SERVICES

Janitorial • Porter Services • Landscape Maintenance

May 15, 2022

Property Site- Nepenthe Association Clubhouse & Common Areas
1131 Commons Drive
Sacramento, California

This is a proposal to change 687 (light bulbs) in 687 outdoor globe pole light fixtures. It also includes a cost to change 687 (light bulbs) in 687 outdoor globe pole light fixtures and clean all 687 pole light globes (inside & outside) and the light pole in the designated areas according to management and map provided. Light bulbs to be provided by Nepenthe.

1. The cost to change 687 (light bulbs) in the outdoor globe pole light fixtures at the Nepenthe Association and Common Areas would be $3,470.00.

2. The cost to change 687 (light bulbs) in the outdoor globe pole fixtures and clean the light fixtures (globe inside & outside and the light pole) would be $6,526.00.

3. The cost to clean 6 outdoor benches (located through-out complex) $34.00 each.

Custom Care Services Date

Authorized Signature for Nepenthe Association Date

Elite Proposal- Light Bulbs.pdf

PROPOSAL

Number
P2451

May 10, 2022

Customer Name: FSR Nepenthe
Property Name: Nepenthe
Job Site Address:1131 Commons Dr Sacramento
Work Requested: 687 Lolli Pop lights change out and clean light domes in 40 hours

We hereby propose to furnish all labor, materials, and equipment necessary to complete following Scope of Work unless otherwise noted below:

1. Customer provided Light bulbs.
2. Customer to provide cleaning rags and solution.
3. Price includes 1 technician for 8 hours per day for 5 days consecutive work days for a total of 40 hours.
4. Tech will replace as many customers provided lamps as possible during his 40 hours.
5. Tech will wipe out Lolli pop light dome before putting them back on to pole and after changing the light.
6. **NOTE Work using customer provided material is not warrantied.**
7. Upon completion, clean-up work area and remove all debris associated with this project off site in a professional manner.

FLAT FEE PRICE*: $3,000.00

*PRICE REMAINS VALID FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL ABOVE. PRICE IS BASED ON UNRESTRICTIVE ACCESS TO THE JOB SITE. ANY DELAYS OR ADDITIONAL MOBILIZATIONS AS A RESULT TO ACCESSING THE JOB SITE COULD RESULT IN AN ADDITIONAL FEE BASED ON CURRENT TIME AND MATERIAL SERVICE RATES AND FEES. BY SIGNING BELOW, YOU AGREE TO AND ACCEPT ANY ADDITIONAL CHARGES ASSOCIATED TO ADDITIONAL MOBILIZATIONS DUE TO DELAYS OUTSIDE ELITES DIRECT CONTROL.

EXCLUSIONS:
Design, architecture, engineering, and professional service consulting
Permits, inspections, and associated fees
Prevailing Wage work
Unforeseen obstacles and circumstances beyond Elite's control
Anything else not specified in the Scope of Work

TERMS: All material is guaranteed to be as specified. All work to be completed in a professional manner according to best business practices. Any alteration or deviation from above Scope of Work including extra costs will be added and completed only upon signed change orders and will become an extra charge over and above the price herein. All schedules and services are contingent upon delays beyond our control. All costs associated to design work, engineering, architecture, permits, inspections, etc. prior, during or after the work is performed will be the sole responsibility of the Authorized agent, the company they represent or both and not Elite unless included in the Scope of Work. Elite reserves the right to make progress billings for any work two or more weeks in duration including billing for materials purchased and/or ordered and paid for by Elite. Progress invoices will be prepared and submitted at minimum one per month until 100% invoiced upon 100% completion. A finance charge of 1.5% per month will be added to the unpaid balance of any invoice after 30 days. In the event legal action is taken to collect a past due account the authorized agent, the company they represent, or both agrees to pay all collection costs including interest, attorney's fees, and court costs.

PROPOSAL

Number
P2451

For additional Service and Warranty Terms and Conditions, please visit www.elite.gs/terms

By signing below, you agree to accept full responsibility as the authorized agent for the customer herby accepts all specifications, Scopes, pricing, and all terms and conditions outlined herein.

FSR Nepenthe

Sign:_____

Print: _____

Title: _____

Date: _____

☐ I affirm that the property access code Elite has on record, _____, is correct and will admit Elite technicians to complete this scope of work.

☐ I affirm that property access code _____ is authorized by me to be used by Elite technicians to complete this scope of work.

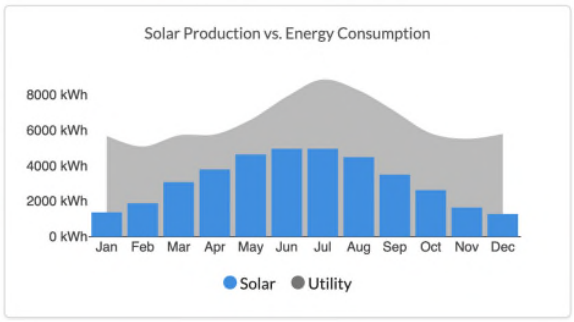
Proposal-Solar-Tesla.pdf

Your System

Your system is designed to save you money by offsetting your power consumption from your utility company. See how your system will produce power below.

30.810 kW	38,125 kWh	77,904 kWh	79 X CANADIAN SOLAR CS3N-390MS	ENPHASE ENERGY	49%
System size	Year 1 system production	Annual usage	Panels	Inverters	Offset

1131 Commons Dr Sacramento, CA 95825

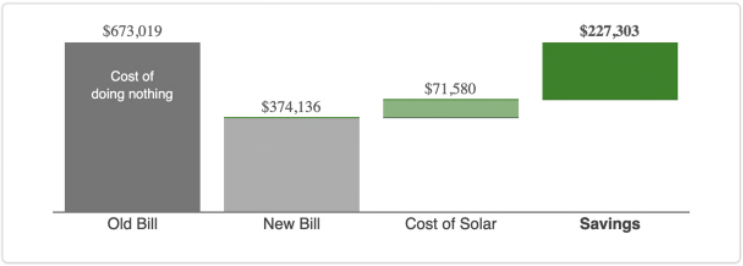


Option A | Option B

Cash

Over 30 years, you will have saved:

$227,303



Payment*

Monthly Solar Payment	**$0**
Monthly Energy Payment (Yr 1)	**$513** ($0 + $513)
Initial Payment	**$0**
Return on Investment	**234.99%**
Payback Period	**10.4 years**

Cost Breakdown*

Payment	**$96,730**
- Available Incentives	**$25,150**
Net System Cost	**$71,580**

Proposal-Solar-Aztec.pdf

CLUB HOUSE

Prepared For

Nepenthe HOA
(916) 257-4650

Aztec Solar Inc. has been the Solar Industry leader since 1980, building high quality solar installations. As a leader in high quality solar installations and service, Aztec Solar can provide residential and commercial owners with cost-effective energy solutions. We take great pride in providing effective solutions to more than 12,000 customers. Because we are licensed, bonded, certified and experienced, we are the preferred choice of both manufacturers and clients. Aztec Solar Inc. employs a highly-trained, specialized workforce.

Prepared By

Heather Jacks
916-496-4408
heather.jacks@sigorasolar.com

5/19/2022

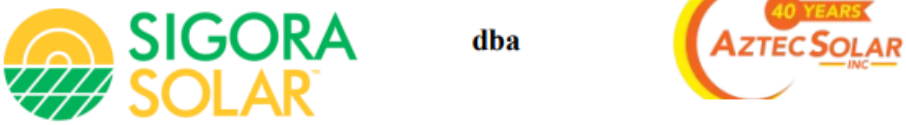
Dear Bettsi Ledefma,

Your business is unique, and each solar energy project is specific. At Sigora-Aztec Solar we pride ourselves on creating custom solar energy solutions that fit the specific needs of your commercial projects. We have been installing solar for over 42 years to entities like yours and will be here tomorrow when you need us the most!

We understand that project management communication is critical for a project with this many moving parts. Solar projects are our specialty, we're competitive and understand timely successful project outcomes.

Aztec Solar is authorized to install the highest-rated solar energy solutions in North America. Our packages contain everything, including facts and figures supporting the expected outcome a solar energy system will have on your overall costs. We're confident that our qualifications and experience in the solar energy field and with the Sacramento Building Department will meet your needs, and we look forward to working with you on a successful solar project.

Sincerely,
Heather Jacks
Business Development Manager
Sigora-Aztec Solar
Heather.Jacks@SigoraSolar.com
916.496.4408 Mobile
916.853.2700 Work



Project Summary

Payment Options	Cash Purchase
IRR - Term	10.8%
LCOE PV Generation	$0.040 /kWh
Net Present Value	$63,433
Payback Period	8.7 Years
Total Payments	$125,324
Total Incentives	$66,597
Net Payments	$58,727
Electric Bill Savings - Term	$268,422
Upfront Payment	$125,324

General Information
Facility: Meter #1
Address: 1131 Commons Dr Sacramento CA 95825

Solar PV Equipment Description
Solar Panels: (76) Canadian Solar CS3Y-485MB-AG (1500V)
Inverters: (1) SolarEdge SE33.3K AUS

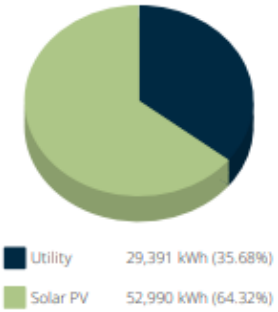
Solar PV Equipment Typical Lifespan
Solar Panels: Greater than 30 Years
Inverters: 15 Years

Solar PV System Cost and Incentives

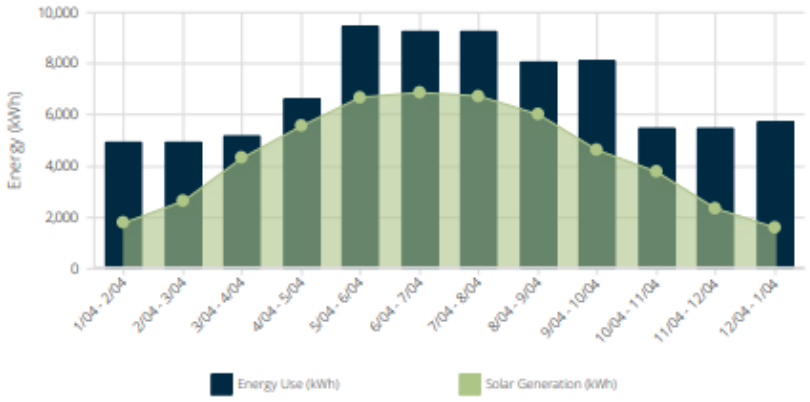
Solar PV System Cost	$125,324
State (CA) MACRS Depreciation	-$10,026
Federal Tax Credit	-$27,571
Federal Tax Credit	-$29,000
Net Solar PV System Cost	**$58,727**

Solar PV System Rating
Power Rating: 36,860 W-DC
Power Rating: 32,107 W-AC-CEC

Energy Consumption Mix
Annual Energy Use: 82,381 kWh



Monthly Energy Use vs Solar Generation



Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

State (CA) Modified Accelerated Cost-Recovery System (MACRS)

Under the Modified Cost Recovery System (MACRS), businesses may recover investments in certain property through depreciation deductions. The MACRS establishes a set of class lives for various types of property over which the property may be depreciated.

Total Incentive Value: $10,026

Business Energy Investment Tax Credit (ITC) - 22%

Businesses that install solar photovoltaic (PV) systems are eligible to receive an (ITC) investment tax credit, which can be used to directly offset federal tax liability on a dollar-for-dollar basis. If the tax credit exceeds your tax liability you can roll the credit into future tax periods for 20 years. Commercial projects that commence construction in 2023 are eligible to receive a 22% tax credit of the total PV system cost. The ITC steps down thereafter, projects commencing construction in 2024 and later qualify for a 10% ITC.

Total Incentive Value: $27,571

Business Energy Investment Tax Credit (ITC) - 26%

Businesses that install solar photovoltaic (PV) systems are eligible to receive an (ITC) investment tax credit, which can be used to directly offset federal tax liability on a dollar-for-dollar basis. If the tax credit exceeds your tax liability you can roll the credit into future tax periods for 20 years. Commercial projects that commence construction through the end of 2022 are eligible to receive a 26% tax credit of the total PV system cost. The ITC steps down thereafter: 2023 projects qualify for a 22% ITC, 2024 and later projects qualify for a 10% ITC.

Total Incentive Value: $29,000

Solar layout

NEW

CanadianSolar

HiKu5 Mono PERC

475 W ~ 500 W

CS3Y-475|480|485|490|495|500MS

MORE POWER

- Module power up to 500 W
  Module efficiency up to 21.2 %
- Up to 4.0 % lower LCOE
  Up to 4.2 % lower system cost
- Comprehensive LID / LeTID mitigation technology, up to 50% lower degradation
- Compatible with mainstream trackers, cost effective product for utility power plant
- Better shading tolerance

MORE RELIABLE

- Minimizes micro-crack impacts
- Heavy snow load up to 5400 Pa, enhanced wind load up to 2400 Pa*

* For detailed information, please refer to the Installation Manual.

12 Years Enhanced Product Warranty on Materials and Workmanship*

25 Years Linear Power Performance Warranty*

1st year power degradation no more than 2%
Subsequent annual power degradation no more than 0.55%

*According to the applicable Canadian Solar Limited Warranty Statement.

MANAGEMENT SYSTEM CERTIFICATES*

ISO 9001: 2015 / Quality management system
ISO 14001: 2015 / Standards for environmental management system
ISO 45001: 2018 / International standards for occupational health & safety

PRODUCT CERTIFICATES*

IEC 61215 / IEC 61730 / CE / MCS / INMETRO
CEC listed (US California) / FSEC (US Florida)
UL 61730 / IEC 61701 / IEC 62716 / IEC 60068-2-68
UNI 9177 Reaction to Fire: Class 1 / Take-e-way

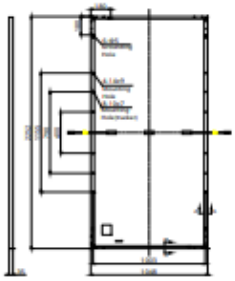
* The specific certificates applicable to different module types and markets will vary, and therefore not all of the certifications listed herein will simultaneously apply to the products you order or use. Please contact your local Canadian Solar sales representative to confirm the specific certificates available for your Product and applicable in the regions in which the products will be used.

CSI Solar Co., Ltd. is committed to providing high quality solar products, solar system solutions and services to customers around the world. Canadian Solar was recognized as the No. 1 module supplier for quality and performance/price ratio in the IHS Module Customer Insight Survey, and is a leading PV project developer and manufacturer of solar modules, with over 50 GW deployed around the world since 2001.

CSI Solar Co., Ltd.
199 Lushan Road, SND, Suzhou, Jiangsu, China, 215129, www.csisolar.com, support@csisolar.com

ENGINEERING DRAWING (mm)

Rear View

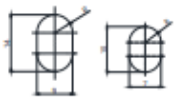


Frame Cross Section

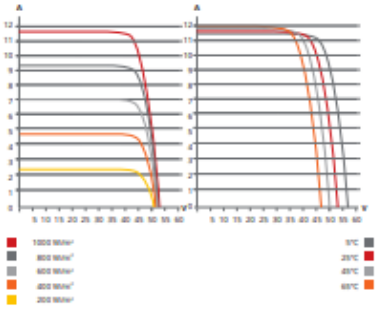
A - A

B - B

Mounting Hole



CS3Y-490MS / I-V CURVES



ELECTRICAL DATA | STC*

CS3Y	475MS	480MS	485MS	490MS	495MS	500MS
Nominal Max. Power (Pmax)	475 W	480 W	485 W	490 W	495 W	500 W
Opt. Operating Voltage (Vmp)	44.0 V	44.2 V	44.4 V	44.6 V	44.8 V	45.0 V
Opt. Operating Current (Imp)	10.81 A	10.87 A	10.94 A	11.00 A	11.06 A	11.12 A
Open Circuit Voltage (Voc)	52.7 V	52.9 V	53.1 V	53.3 V	53.5 V	53.7 V
Short Circuit Current (Isc)	11.52 A	11.57 A	11.62 A	11.67 A	11.72 A	11.77 A
Module Efficiency	20.1%	20.3%	20.6%	20.8%	21.0%	21.2%
Operating Temperature	-40°C ~ +85°C					
Max. System Voltage	1500V (IEC/UL) or 1000V (IEC/UL)					
Module Fire Performance	TYPE 1 (UL 61730 1500V) or TYPE 2 (UL 61730 1000V) or CLASS C (IEC 61730)					
Max. Series Fuse Rating	20 A					
Application Classification	Class A					
Power Tolerance	0 ~ + 10 W					

* Under Standard Test Conditions (STC) of irradiance of 1000 W/m², spectrum AM 1.5 and cell temperature of 25°C.

MECHANICAL DATA

Specification	Data
Cell Type	Mono-crystalline
Cell Arrangement	156 [2 X (13 X 6)]
Dimensions	2252 X 1048 X 35 mm (88.7 X 41.3 X 1.38 in)
Weight	25.7 kg (56.7 lbs)
Front Cover	3.2 mm tempered glass
Frame	Anodized aluminium alloy
J-Box	IP68, 3 bypass diodes
Cable	4 mm² (IEC), 12 AWG (UL)
Cable Length (Including Connector)	410 mm (16.1 in) (+) / 290 mm (11.4 in) (-) or customized length*
Connector	T4 series or H4 UTX or MC4-EVO2
Per Pallet	30 pieces
Per Container (40' HQ)	600 pieces

* For detailed information, please contact your local Canadian Solar sales and technical representatives.

ELECTRICAL DATA | NMOT*

CS3Y	475MS	480MS	485MS	490MS	495MS	500MS
Nominal Max. Power (Pmax)	355 W	359 W	362 W	366 W	370 W	374 W
Opt. Operating Voltage (Vmp)	41.1 V	41.3 V	41.5 V	41.7 V	41.8 V	42.0 V
Opt. Operating Current (Imp)	8.64 A	8.70 A	8.74 A	8.78 A	8.86 A	8.91 A
Open Circuit Voltage (Voc)	49.7 V	49.9 V	50.1 V	50.2 V	50.4 V	50.6 V
Short Circuit Current (Isc)	9.29 A	9.33 A	9.38 A	9.42 A	9.46 A	9.50 A

* Under Nominal Module Operating Temperature (NMOT), irradiance of 800 W/m² spectrum AM 1.5, ambient temperature 20°C, wind speed 1 m/s.

TEMPERATURE CHARACTERISTICS

Specification	Data
Temperature Coefficient (Pmax)	-0.34 % / °C
Temperature Coefficient (Voc)	-0.26 % / °C
Temperature Coefficient (Isc)	0.05 % / °C
Nominal Module Operating Temperature	42 ± 3°C

PARTNER SECTION

* The specifications and key features contained in this datasheet may deviate slightly from our actual products due to the on-going innovation and product enhancement. CSI Solar Co., Ltd. reserves the right to make necessary adjustment to the information described herein at any time without further notice.
Please be kindly advised that PV modules should be handled and installed by qualified people who have professional skills and please carefully read the safety and installation instructions before using our PV modules.

CSI Solar Co., Ltd.
199 Lushan Road, SND, Suzhou, Jiangsu, China, 215129, www.csisolar.com, support@csisolar.com

March 2021. All rights reserved, PV Module Product Datasheet V2.7_EN

Supplemental Planting Form for the Nepenthe Commo.docx

Nepenthe Application for Common Area planting by a homeowner

This is a voluntary program based on a homeowner's desire to enhance the appearance of the commons area around their home.

The owner must agree in writing with the conditions outlined in the application.

Any damage to Nepenthe common area irrigation system will need to be repaired at the homeowner 's expense. The homeowner will be responsible for the cost and replacement of any damage to any existing plants. Trees cannot be removed

If any of the new planting die within three years , it will be the homeowner's responsibility to replace them. The landscape contractor will be responsible for maintenance.

- The homeowner will pay for the cost of the plants
- If the homeowners choose to hire the landscape contractor, they will pay for installation
- Photos and drawings/plans of the proposed improved area are required and must be attached . Drawing of area to be enhanced or use of the photo to show the changes
- What area is being considered for enhancement? Front, side, or alleyway? Circle one or all.
- The homeowner must include all plants to be installed and their location **The plants must be selected from the attached planting guide or approved by the ground steward**
- Availability to meet with the appropriate ground steward
- The approved plan will be filed in the office
- Plan will be approved by the Zone Ground Steward

Date _____

Homeowner Name _____

Address _____

Phone number _____

Email address _____

NOTE: The applicant can expect to receive an approval or denial of the plan within thirty (30) days of the application. The applicant may reapply to this program if the application is denied.

PLEASE READ AND SIGN:

I understand and agree that upon receiving approval from the Nepenthe HOA for the project, I will be responsible for all costs of the project. I further agree to submit a Notice of Completion to the Office Manager when the project is completed.

Signature _____

Date_____

Date received in office: _____

The Application is:

Approved as requested ____ **Approved with changes ____** **Denied_____**

Reason for approval, changes, or denial:

Grounds Steward reviewed _____ **Date:_____**

Notice of Completion

Nepenthe HOA Application for Common Area Planting by Homeowner

This form is to be submitted to the Management Office once your approved project has been completed. This will allow management the opportunity to ensure that the Landscape Contractor has completed the work satisfactorily and in compliance with the Nepenthe HOA Application for Common Area Planting by Homeowner.

Date:_____ Email_____

Name of
Homeowner:_____

Address:_____

Best Contact Phone:_____

PLEASE READ AND SIGN:

I hereby notify the Association that the landscape work approved by the ground steward on _____ To the best of my knowledge, this work has been done in compliance with the approval of the plan

_____ _____

Signature Date

_____

Date Received in office:_____

List of approved plantings (By category)

Shrubs

Ground Cover

Perennials

Annuals

Nepenthe Tree Work Proposal Zone 3 rev. 05.09.22..pdf

Tree Work Proposal

THE GROVE
TOTAL TREE CARE

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

DATE: 04/06/2022 REVISED 05/09/222

RE: Tree Work Proposal Zone (3) – from Arborist Report dated 3/14/2022
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

Item and Figure #	Tree Species	Location	Qty	Service Description	Price
Item #1 Figure 1	Red Oak	Zone (3) Tree #926 101 Dunbarton Cir.	1	Weight Reduction	$900.00
Item #2 Figure 2	Crape Myrtle	Zone (3) Tree #920 1395 Commons Dr.	1	Structural Prune	$95.00
Item #3 Figure 3	Linden	Zone (3) No Tag 1359 Commons Dr.	1	Structural Prune	$285.00
Item #4 Figure 4	Chinese Elm	Zone (3) Tree #893 1333 Commons Dr.	1	Tree Removal, Stump Grind & Herbicide Treatment	$530.00
Item #5 Figure 5	Chinese Elm	Zone (3) Tree #891 1329 Commons Dr.	1	Structural Prune	$285.00
Item #6 Figure 6	Locust	Zone (3) Tree #973 501 Dunbarton Cir.	1	Tree Removal, Stump Grind & Herbicide Treatment	$2,030.00
Item #7 Figure 7	Dogwood Crape Myrtle	Zone (3) No Tag Zone (3) No Tags 411, 503 Dunbarton Cir.	1 2	Structural Prune Structural Prune	$285.00
Item #8 Figure 8	Crape Myrtle	Zone (3) No tag 603 Dunbarton Cir.	1	Structural Prune	$95.00
Item #9 Figure 9	Locust	Zone (3) Tree #1000 701 Dunbarton Cir.	1	Tree Removal, Stump Grind & Herbicide Treatment	$2,180.00
Item #10 Figure 10	Tulip	Zone (3) Tree #777 Greenbelt near 711 Dunbarton Cir.	1	Tree Removal and Stump Grind	$450.00
Item #11 Figure 11	Crape Myrtle	Zone (3) No Tag 719 Dunbarton Cir.	1	Structural Prune	$95.00
Item #12 Figure 12	Maple Crape Myrtle	Zone (3) No Tag Zone (3) Trees #1014, 1028, 1029 717, 803 Dunbarton Cir.	1 3	Structural Prune Structural Prune	$285.00
Item #13 Figure 13-14	Locust	Zone (3) Trees #764, 765 811 Dunbarton Cir.	3	Tree Removal, Stump Grind & Herbicide Treatment	$2,830.00
Item #14 Figure 15	Maple	Zone (3) No tag 807 Dunbarton Cir.	1	Structural Prune	$95.00

Item and Figure #	Tree Species	Location	Qty	Service Description	Price
Item #15 Figure 16	Crape Myrtle	Zone (3) No tag 1017 Dunbarton Cir.	1	Structural Prune	$95.00
Item #16 Figure 17	Crape Myrtle	Zone (3) No tag 1101 Dunbarton Cir.	1	Structural Prune	$95.00
				Wood Green Waste Fee	$600.00
				Permit Fee	$250.00
				Grand Total:	**$11,480.00**

NOTES

1. Upon Approval Addendum #1 is incorporated and an enforceable part of this proposal.
2. This proposal may be withdrawn by us if not accepted within 30 days.
3. The Grove is not responsible for damage done to sprinklers, water pipes, electrical or any other underground service connections. All repair issues will be immediately relayed to the client/owner. Any repairs deemed necessary can be contracted separately and will be billed on a time and materials basis.

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
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: bettsie.ledesma@fsresidential.com

By: *Paul Dubois (by JC)*

Name: Paul Dubois

Title: Account Manager/Arborist

Date: 05/09/2022

By: _____

Name: Bettsi Ledesma

Title: _____

Date: _____

Client/Owner: _____

Addendum 1

General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

Client/Owner: _____

Nepenthe Tree Work Proposal Zone 6 04.08.22.pdf

Tree Work Proposal

THE GROVE
TOTAL TREE CARE

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

DATE: 04/08/2022

RE: Tree Work Proposal Zone (6) – from Arborist Report dated 3/14/2022
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

Item and Figure #	Tree Species	Location	Qty	Service Description	Price
Item #1 Figure 1	Deodar Cedar	Zone (6) Trees# 1954, 1955, 1956, 1958 200 Elmhurst Cir.	4	Weight Reduction Prune	$2,400.00
Item #2 Figures 2-3	Ash	Zone (6) Tree# 1844 326 Elmhurst Cir.	1	Tree Removal and Stump Grind	$950.00
Item #3 Figures 4-5	White Birch	Zone (6) Trees# 1795, 1796, 1797 510 Elmhurst Cir.	3	Tree Removal and Stump Grind	$1,250.00
Item #4 Figure 6	Deodar Cedar	Zone (6) Tree# 1785 606 Elmhurst Cir.	1	Weight Reduction Prune	$1,200.00
Item #5 Figure 7	Deodar Cedar	Zone (6) Tree# 1783, 1784 608 Elmhurst Cir.	2	Weight Reduction Prune	$1,600.00
Item #6 Figures 8-9	Locust	Zone (6) Tree# 1763 618 Elmhurst Cir.	1	Tree Removal and Stump Grind	$1,550.00
Item #7 Figure 10	Zelkova	Zone (6) No Tag 706 Elmhurst Cir.	1	Structural Prune	$95.00
Item #8 Figure 11	Tupelo	Zone (6) Tree# 1748, 1749 712 Elmhurst Cir.	2	Structural Prune	$285.00
Item #9 Figure 12	Maple	Zone (6) No Tag 722 Elmhurst Cir.	1	Structural Prune	$95.00
Item #10 Figure 13	Maple	Zone (6) No Tags 812 Elmhurst Cir.	2	Structural Prune	$285.00
Item #11 Figure 14	White Birch	Zone (6) No Tags 814 Elmhurst Cir.	2	Tree Removal and Stump Grind	$870.00
Item #12 Figure 15	White Birch	Zone (6) Tree# 1695, 1696 820 Elmhurst Cir.	2	Tree Removal and Stump Grind	$870.00
Item #13 Figure 16	Deodar Cedar	Zone (6) Tree# 1690 820 Elmhurst Cir.	1	Weight Reduction Prune	$1,200.00
				Green Waste Fee	$600.00
				Permit Fee	$250.00
				Grand Total:	**$13,500.00**

NOTES

1. Upon Approval Addendum #1 is incorporated and an enforceable part of this proposal.
2. This proposal may be withdrawn by us if not accepted within 30 days.
3. The Grove is not responsible for damage done to sprinklers, water pipes, electrical or any other underground service connections. All repair issues will be immediately relayed to the client/owner. Any repairs deemed necessary can be contracted separately and will be billed on a time and materials basis.

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:	CLIENT/OWNER:
The Grove *A division of Carson Landscape Industries*	The Nepenthe Association
9530 Elder Creek Road, Sacramento, CA 95829	1131 Commons Dr.
Contractor's License # 1034968	Sacramento, CA 95825
Ph: (916) 231-8733 * Fax: (916) 856-5410	Phone: (916) 929-8380
Email: pdubois@thegrovetotaltreecare.com	Email: bettsie.ledesma@fsresidential.com

By:	*Paul Dubois (by JC)*	By:	
Name:	Paul Dubois	Name:	Bettsi Ledesma
Title:	Account Manager/Arborist	Title:	
Date:	04/08/2022	Date:	

Client/Owner: _____

Addendum 1

General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Client/Owner: _____

CSUS_Uni Housing_NOI.pdf

NOTICE OF INTENT TO ADOPT MITIGATED NEGATIVE DECLARATION
University Avenue Housing Project

This notice is to inform the public and interested agencies that in accordance with the California Environmental Quality Act (CEQA), California State University, Sacramento (Sacramento State) is circulating the University Avenue Housing Project Initial Study/Mitigated Negative Declaration (IS/MND) for public comment.

Project Title: University Avenue Housing Project

Project Location: 910 University Avenue in Sacramento, California. The 1.06-acre site is approximately 0.25 mile east of the Sacramento State main campus.

Project Description: The University Avenue Housing Project involves construction and operation of a 30-unit apartment building at 910 University Avenue, which is currently vacant. The new building, which would be located east of the Sacramento State main campus, across the American River near the Guy West Bridge, would support living space for Sacramento State faculty and staff.

Document Availability: The IS/MND will be available for review online at: https://www.csus.edu/administration-business-affairs/facilities-management/news-archive.html.

Public Review Period: The 30-day public review period for the Initial Study/MND is from May 2 – June 1, 2022.

Comments: Any person who wishes to comment on Sacramento State's intent to adopt the Mitigated Negative Declaration must submit written comments no later than 5:00 p.m. on June 1, 2022. Written comments may be sent to:

California State University, Sacramento, Planning, Design, & Construction
6000 J Street
Sacramento, CA 95819
Email: tania.nunez@csus.edu

Project Impacts: Based on the findings of the Initial Study, it has been determined that the project will not have a significant effect upon the environment based on mitigation measures, which will be included for the project as conditions of approval. A MND has been prepared outlining a Mitigation Monitoring and Reporting Plan to mitigate the potentially significant impacts related to air quality, biological resources, cultural resources, noise, and tribal cultural resources to less than significant levels. Additionally, the project site is not known to contain any significant hazardous waste contamination under Section 65962.5 of the Government Code.