



Melissa Brown, PCAM <melissa@avalonweb.com>

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## **Fw: 1 of 8 Landscape Advisory Committee June Summary Report to BOD**

1 message

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**HOA Erna Markwith** <ernamarkwith@yahoo.com>  
Reply-To: HOA Erna Markwith <ernamarkwith@yahoo.com>  
To: PCAM Melissa Brown <melissa@avalonweb.com>

Thu, Jun 8, 2023 at 2:07 PM

LANDSCAPE SUMMARY for June 14, 2023 BOD Meeting

Corintia Corners

The Landscape Advisory Committee Recommends finishing the corners by removing the plants that are past their life expectancy and planting new material at Corintia and Corte Bosque. See 2 of 8 for the bid and rendering.

Trees and Infrastructure

Tree Life agreed to include an evaluation of each tree's impact upon our infrastructure and irrigation system their annual report for a small additional charge is to be. Suggestions for mitigation will be included See 3 of 8 "May 15, 2023 Meeting Trees and Infrastructure Conflict Plan".

Current Issues with Trees and Irrigation System

There are eight known cracks in the sprinkler systems caused by the dramatic growth of the Corintia oaks with the excessive rain. Since roots follow water five to six-foot negative spaces will be created around the Corintia trees and the sprinklers will be turned off in these areas. See 4 of 8 "June 7, 2023 Meeting"

Additional Impact of Winter Rain

- Carex
- Turf
- Trees
- Leaves
- Fire Suppression

For details see 5 of 8.

El Fuerte Entrance

BrightView agreed to bring the El Fuerte entrance into compliance with the rendering provided when the project was approved in 2021. See 6 of 8.

Fire Suppression

The BrightView crew is continuing its first pass around the community. See 7 of 8 for areas of Fire Suppression. Note the section along the Rancho La Costa Preserve trail. See 8 of 8 for photos of a section of a suppression zone before and after photos.

Respectfully submitted on behalf of the LAC,

Erna Markwith, Chair

760-304-4306 Phone

(Seven Days a Week, 8:00 A.M.-5:00 P.M.)

760-579-1924 Text

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**BOD Report 2 of 8 Final Corintia Corner**

1 message

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**HOA Erna Markwith** <ernamarkwith@yahoo.com>  
Reply-To: HOA Erna Markwith <ernamarkwith@yahoo.com>  
To: PCAM Melissa Brown <melissa@avalonweb.com>

Thu, Jun 8, 2023 at 11:35 AM

The LAC recommends removing all of the dying plants at the corner of Corintia and Corte Bosque and replacing them with new plants for \$11,588.28 from landscape reserves. The current reserve allocation is \$35,000. To date, \$3,646 has been approved for landscape reserve expenditures.

See the bid for removal and replacement, rendering or proposed planting, and photo of the current corner below.

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**3 attachments**

**1686245154249blob.jpg**  
684K



**1686246627834blob.jpg**  
663K



**Re-plant slope at Corintia St and Corte Bosque SO 8069034 (1).pdf**  
1064K

## Proposal for Extra Work at La Costa Ridge Community Assoc

Property Name	La Costa Ridge Community Assoc	Contact	Melissa Brown
Property Address	6887 El Fuerte St. Carlsbad, CA 92009	To	La Costa Ridge Community Assoc
		Billing Address	c/o Avalon Management AP Dept PO Box 4579 - Dept .104 Houston, TX 77210-4579

Project Name      Re-plant slope at Corintia St and Corte Bosque

Project Description      Re-plant slope at Corintia St and Corte Bosque

### Scope of Work

Revised - Re-plant slope at Corintia St. and Corte Bosque

QTY	UoM/Size	Material/Description
3.00	EACH	15g Arbutus marina
27.00	EACH	5g Bougainvillea purple queen
12.00	FLAT	Convolvulus sabatius
15.00	EACH	Echium Pride of Madeira
1.00	LUMP SUM	Soil prep compost
15.00	CUBIC YARD	Mulch
120.00	HOUR	Enhancement Crew/Transplant aloe and Demo

For internal use only

**SO#**                      8069034  
**JOB#**                    473600058  
**Service Line**            130

**Total Price**                      \$11,588.28

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
, Vista, CA 92081 ph. (760) 5987065 fax

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal 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. 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. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions 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 brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. 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.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

**Property Manager**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Melissa Brown**  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**May 11, 2023**

**BrightView Landscape Services, Inc. "Contractor"**

**Branch Manager, Senior**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Terrence G. Mahoney**  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**May 11, 2023**

**Job #: 473600058**

**SO #: 8069034**

**Proposed Price: \$11,588.28**



BrightView



**Trees and Infrastructure Conflict Plan  
May 15, 2023 Meeting**

**Attending:**

Butch Everett, Tree Life Consulting  
Bradley Brown, Tree Life Consulting  
James McCormick, LCR HOA BOD  
Melissa Brown, Avalon Management Group  
Rosaleen Darrington, LCR Landscape Committee  
Erna Markwith, LCR HOA BOD

**Purpose** of Meeting: Set the criteria for a long-term tree plan.

**Conclusion:** Tree Life recommends an annual review of all trees within La Costa Ridge (LCR) and their relationship to the infrastructure.

**Why:** It is impossible forecast future tree issues. No one can predict a tree's future growth. Like people every tree is unique. Some:

Trees have growth spurts,  
maintain their size,  
roots reach toward the surface,  
other roots dive deep,  
were poor trees when planted,  
trees get sick,  
some recover,  
others trees die.

**Cost** of Annual Analysis: Minimal, Tree Life currently inspects LCR trees each year for health and structure. The report can be expanded to include a review of streets, sidewalks, and other hardscape.

Tree Life will

Be LCR's Advocate,  
Assess Each Individual Tree  
Provide Fortright Observations about where Corrections should be made.

Each tree will be evaluated for and prioritized as

- 1) problem requiring action, or
- 2) keep observing, or
- 3) no current issue

The evaluation on a case-by-case basis will include:

- Concrete conflict assessment
- Root Conflict
- Canopy Issues
- Details of Pruning Required
- Pest evaluation and recommended treatment

Recommendations will be

- The International Society of Arboriculture (ISA) Best Management Practices (BMPs) for Root Management and ADA Compliant

Some possible mitigation may be

- Fiber Reinforced Concrete
- Non-concrete sidewalks, such as TERREWALKS, to clip in and out
- Pavers to conserve water and discourage surface roots.
- Diamond plate  $\frac{1}{4}$  -  $\frac{1}{2}$
- Move Sidewalks
- Ramping over, bridge
- Make the Sidewalks Narrower
- Grind Sidewalks
- Tree pruning
- Methods to encourage deep root growth, especially in droughts

Current Observations

- No problem with the sycamores or metrosideros in LCR.
- Recent moving of sidewalks was effective.

Tree Life is an independent third-party company of tree experts performing recommendations to their clients to direct the operations of tree vendors.

Bruce and Brad both stated that La Costa Ridge is a very special community. LCR trees support the beauty and value of our community.

## **Tree Roots and Irrigation June 7, 2023 Meeting**

### **Attending:**

Bradley Brown, Tree Life Consulting  
Melissa Brown, Avalon Management Group  
Terry Mahoney, BrightView  
Dustin Stephens, BrightView  
Cesar Gomez, BrightView  
Erna Markwith, LCR HOA BOD

**Purpose** of Meeting: Evaluate issues with tree roots and irrigation system.

**Background:** La Costa Ridge trees had growth spurts due to excessive rain in winter 2023 and caused some cracking of irrigation pipes.

### **Discussion:**

- Virginia Quercus oaks are a very strong species and the LCR Corintia trees are very healthy.
- If no more than two lateral roots are cut back, it is unlikely that a tree will die.
- BrightView and Tree Life together will provide a tree map with the estimated cost of repairs.

### **Conclusion:**

- Creative solutions will be considered, including the possibility of directing irrigation systems over, under, or around roots.
- Roots can be redirected if cut at a bend in the root.
- BrightView will bring in additional irrigation system specialists including James Carr of West Coast Irrigation.
- Roots follow the water.
- Five-to-six-foot negative spaces will be created around trees and sprinklers will be turned off in these areas.



Melissa Brown, PCAM <melissa@avalonweb.com>

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## BOD Report 5 of 8 Additional Impact of Winter Rain

1 message

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**HOA Erna Markwith** <ernamarkwith@yahoo.com>  
Reply-To: HOA Erna Markwith <ernamarkwith@yahoo.com>  
To: PCAM Melissa Brown <melissa@avalonweb.com>

Thu, Jun 8, 2023 at 10:04 AM

The hillsides were too slippery for fire suppression activities until May.

The carex and turf grass could not be mowed until it was very tall. Two weeks after mowing it grew more and needs to be trimmed again. The mowing of the turf was also affected.

There was excessive debris from leaves falling due to excessive wind and rain. Trees put out more leaves also causing older leaves to fall.

El Fuerte Entrance Meeting  
May 19, 2023

Attending:

Terry, BrightView

Steve Ross, LCR BOD

Nick Nixon, LCR LAC

Nahid McCormick, LCR LAC

Erna Markwith, LCR BOD

BrightView agreed to install additional plants to bring the north side of the El Fuerte entrance up to the appearance of the rendering approved by the LCR BOD in 2021.

Negative areas will be filled in with salvia, Phormium 'flax', purple and white African "freeway" daisies (*Osteospermum fruticosum*), perhaps some 'Asti White' *Osteospermum ecklonis*, and enhanced with Echo Bloom nourishing mulch.

BrightView will endeavor to provide year-round color including enhancing the *Convolvulus* if it dies out, the *Dianella* if there are not enough hot days, and the *Muhlenbergia* if it fails to fill in and provide adequate color.



ERING IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL PLANT COUNTS MAY VARY. PLANTS ARE SUBJECT TO AVAILABILITY. PLANTS AT A SEMI-MATURE STATE AFTER 2 GROWING SEASONS. LOOK OF ACTUAL INSTALLATION MAY VARY FROM PHOTO. PLANTS BLOOMING AT THE SAME TIME, IN ACTUALITY, THE PLANTS MAY BLOOM AT VARIOUS TIMES THROUGHOUT THE SEASON.

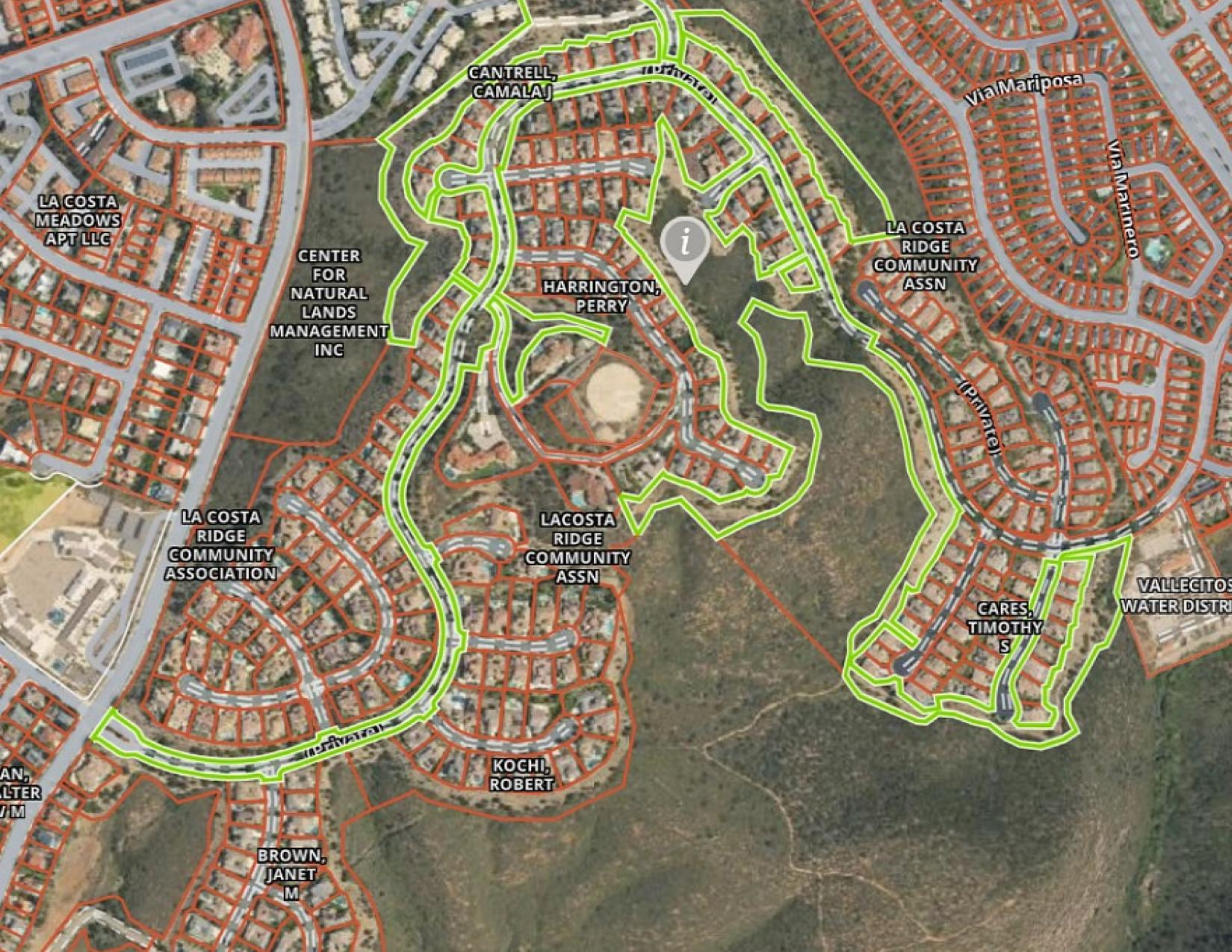
**YATES,  
JEAN L**

**BRILL,  
THOMAS  
R**

**STAPP,  
DONALD  
E**

**LA COSTA  
RIDGE  
COMMUNITY  
CSN**





LA COSTA  
MEADOWS  
APT LLC

CENTER  
FOR  
NATURAL  
LANDS  
MANAGEMENT  
INC

LA COSTA  
RIDGE  
COMMUNITY  
ASSOCIATION

CANTRELL,  
CAMALAJ

HARRINGTON,  
PERRY

LACOSTA  
RIDGE  
COMMUNITY  
ASSN

KOCHI,  
ROBERT

BROWN,  
JANET  
M

LA COSTA  
RIDGE  
COMMUNITY  
ASSN

CARES,  
TIMOTHY  
S

Via Mariposa

Via Marinero

VALLECITOS  
WATER DISTRI

