



OPEN MEETING

**REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL LANDSCAPE
COMMITTEE**

**Thursday, July 5, 2018 – 9:00 a.m.
Laguna Woods Village Community Center Board Room
24351 El Toro Road**

AGENDA

1. Call to Order
2. Acknowledgment of Media
3. Approval of the Agenda
4. Approval of Meeting Report for June 7, 2018
5. Chair's Remarks
6. Member Comments (Items Not on the Agenda)
7. Response to Member Comments
8. Department Head Update

Consent:

None

Reports:

9. Water Efficient Landscape Project Update
10. Fire Risk Management Update

Items for Discussion and Consideration:

11. UgMo Soil Moisture Sensor Program
12. Request to Install Pavers – 3197-B (Nicholson)
13. Appeal – Denial of Tree Removal Request (Kawamoto) 5450 Calle Pico
14. Tree Removal Requests
 - a) 3217-B Via Carrizo (Cohen)
 - b) 3436-P Bahia Blanca West (Costeens)
 - c) 2192-E Via Mariposa East (Lu)

****Committee Tour – Visitation of various sites corresponding to landscape requests received from Mutual members and/or other Committee interests and/or projects. *To be conducted after all other business is concluded.***

Items for Future Agendas:

15. Fire Risk Management (TBD)
16. Slope Renovation Project Updates (TBD)

Concluding Business:

17. Committee Member Comments
18. Date of Next Meeting – August 2, 2018
19. Adjournment



James Tung, Chair
Bruce Hartley, Staff Officer
Telephone: 949-597-4650



OPEN MEETING

**REPORT OF THE REGULAR MEETING OF THE
THIRD LAGUNA HILLS MUTUAL LANDSCAPE COMMITTEE**

Thursday, June 7, 2018 – 9:00 a.m.

Laguna Woods Village Community Center Board Room – 24351 El Toro Road

MEMBERS PRESENT: James Tung - Chair, John Frankel, Roy Bruninghaus, Jules Zalon, Violet Lawrence (Advisor)

MEMBERS ABSENT: Jack Connelly

OTHER DIRECTORS: Burt Baum

STAFF PRESENT: Bruce Hartley, Larry Hernandez, Bob Merget, Leslie Cameron, Kelli Newton

1. Call to Order

Chair Tung called the meeting to order at 9:00 a.m.

2. Acknowledgement of Media

No press was present.

3. Approval of the Agenda

The agenda was approved as amended. A motion was made to amend the agenda and add Item 11b) Appeal – Denial of Tree Removal Request 5505.

4. Approval of Meeting Report for May 3, 2018

The Committee report was approved by consensus without objection.

5. Chair's Remarks

Chair Tung remarked that recently the Third Mutual Board held strategic planning meetings to develop 5 and 10 year plans. In the strategic planning meeting for landscape, five high priority items were agreed upon. He mentioned three: 1) Keeping residents and the community safe by keeping fires out of the Village. 2) Prioritizing slope renovations. 3) Reducing turf area to achieve water savings. More than \$1,000,000 is spent annually on water bills for Third Mutual. Plans are being made to



reduce water usage and increase conservation utilizing drought resistant plants. Funding has been proposed for next year's budget and will be in the 2019 Green Book.

6. Member Comments (Items Not on the Agenda)

- Mia Kim Kadonada (2253-C) spoke about her Tree Removal Letter and asked the mutual to pay for the removal.
- Doug Gibson (5289) spoke about landscape maintenance and the West Creek.

7. Response to Member Comments

Chair Tung responded that the tree does not fall within removal guidelines and a special consideration was made for this issue. Since the tree is healthy it was approved by the Committee and Board to be removed at the member's expense. The Chair directed the member to file an appeal and her request will be considered. Mr. Hartley and Director Frankel responded to Mr. Gibson's comments.

8. Department Head Update

Bruce Hartley, General Services Director, commented that future Department Head updates will include updates on progress on the renovation projects and the moisture sensor testing. A moisture sensor report will be brought to July's meeting. Landscape renovation projects at Gate 9 are receiving weed abatement at this time and should be planted before the next meeting. Slope maintenance is behind schedule due to lack of staff. Specifications are being developed to outsource the maintenance and heavy pruning of the slopes through use of a contractor. Mr. Hartley informed the Committee that the department is currently short two supervisors in landscape and without ten percent of the gardeners. Crews are focusing mainly on the cyclic routine work and will get to other areas of work as soon as possible. The Ridge Route Brush Project, in support of the shepherd's crook security fencing, has been awarded and will begin in July. Residents will be notified in advance of the work.

Consent:

None

Reports:

9. Water Saving Landscape (Director Zalon)

Directors Zalon and Frankel recently attended a local water summit and Director Zalon gave a summary to the Landscape Committee.

- Eileen Lazar (5220) commented on ETWD incentives.

Items for Discussion and Consideration:

10. Bluebird Boxes in Third Mutual Trees

Director Zalon invited bird enthusiasts to volunteer for a proposed task force to discuss all species of birds in the community. He would like to reach out for an informal meeting and come back with ideas for managing the boxes.



A motion was made by Director Bruninghaus, with a second by Director Zalon, to approve staff recommendation (receive and fill the report) and was approved unanimously.

11. Tree Denial Appeals

11a) Appeal - Denial of Tree Removal Request (Claude) 3420-JE Calle Azul

Mr. Hartley provided an overview of the circumstances regarding the appeal in the Member's absence. The tree in question was recently trimmed to improve view through the tree and clear it from the building.

Bob Merget stated that the resident was pleased with the tree trimming, but would still like the tree removed and is willing to pay the cost for the tree removal.

Director Bruninghaus made a motion, with a second by Director Zalon, to deny the appeal of the tree removal request at 3420-JE. Motion passed unanimously.

11b) Appeal - Denial of Tree Removal Request (Gasser) 5055 Avenida Del Sol

Mr. Hartley gave an overview of staffs' support of the appeal, which was modified from the original request to remove five trees, to only two trees. Ms. Gasser (5505-B) stated she is willing to pay for the removal of two trees. Director Bruninghaus moved to approve staffs' recommendation, seconded by Director Zalon, which passed by a vote of 2-1 with Director Frankel opposed.

12. Tree Removal Requests

a) 2366-C Via Mariposa (McNaughton)

Ms. McNaughton stated that staff's recommendation to deny her request was acceptable.

b) 2366-A Via Mariposa (Kajikawa)

Ms. Kajikawa spoke in regard to her request.

c) 3208-B Via Buena Vista (Cullers)

Ms. Cullers stated that she is willing to pay for the removal of the tree.

d) 3009-C Via Buena Vista (Ghasri)

No speakers.

Items for Future Agendas:

13. Fire Risk Management (TBD)

14. Slope Renovation Project Updates (TBD)

Concluding Business:

15. Committee Member Comments

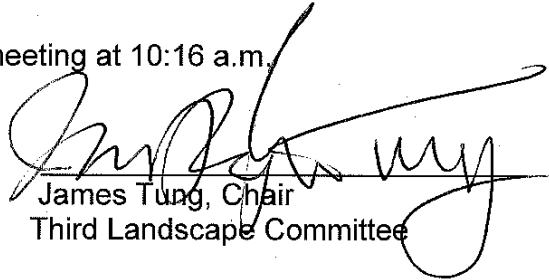
- Director Bruninghaus asked if conservation rules and restrictions apply at the West Creek.



- Director Zalon asked if there is federal regulation for changing an existing landscaped slope.
- Mr. Hartley stated that staff will work with Director Zalon to assist him in bringing water conservation landscaping information to the Committee.

16. Date of the Next Meeting – July 5, 2018

17. Adjournment – Chair Tung adjourned the meeting at 10:16 a.m.



James Tung, Chair
Third Landscape Committee



STAFF REPORT

DATE: July 5, 2018
FOR: Landscape Committee
SUBJECT: Water Efficient Landscape Project Update

RECOMMENDATION

Receive and file report.

BACKGROUND

At the Third Mutual Landscape Committee meeting of April 5, 2018, the Committee approved a prioritization of the landscape renovation projects funded in the 2018 Business Plan. Direction was given to staff to complete the renovation of a portion of the Gate 9 entrance slopes; complete the turf reduction project at the Gate 11 Pina slope and complete planting of bare areas on the Gate 14 slope on Calle Sonora.

DISCUSSION

Staff has completed the renovation of the Gate 9 entrance slopes. The next project to be completed will be the Gate 14 Pina slope. It is anticipated that this area will be completed in the next 30-60 days depending on available resources.

FINANCIAL ANALYSIS

Reserve funding in the amount of \$250,000 was approved in the 2018 Business Plan for these renovation projects. The costs to complete the Gate 9 renovation are being compiled and will be presented in future updates.

Prepared By: Larry Hernandez, Landscape Manager

Reviewed By: Bruce Hartley, General Services Director

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STAFF REPORT

DATE: July 5, 2018
FOR: Landscape Committee
SUBJECT: Fire Risk Management Update

RECOMMENDATION

Receive and file report.

BACKGROUND

At the meeting of April 5, 2018, the Third Mutual Landscape Committee and several Board members expressed concern that currently there is no comprehensive plan to manage and mitigate fire risk in and around Laguna Woods Village, especially within Third Mutual. The Committee directed staff to evaluate the fire risk to the community in conjunction with the Orange County Fire Authority (OCFA) and to develop a plan to identify and reduce the risk. In the past, through annual inspections completed by OCFA, 'work plans' were developed to guide staff in the modification of landscaped areas to reduce the risk associated with the brush and to establish or improve the defensible space against wildland fires coming from open lands adjacent to the Village.

The OCFA Fire Preventions Specialist (Specialist) reviewed the boundaries of the Village and pointed out the areas of greatest concern for fire risk are along El Toro Road at the southeastern border of the Village and along the northwest boundary of the Village, along the Bahia Blanca corridor. The Specialist recommended a short term program of establishing separation of landscape from trees and a longer term program to remove acacia or other woody plants and replace them with lower growing fire resistance species. The establishment of 'defensible space' is a priority for OCFA. It was also confirmed that the public agencies with native open space adjacent to the Village are under no regulatory requirement to take any action to reduce the risk of fire or the spread of fire to adjacent properties. At this time, no abatement activities are being performed outside of the walls of Third Mutual to reduce flammable vegetation, other than by Southern California Edison around their towers.

DISCUSSION

While the longer range goal of establishing a management plan and securing funding is pursued, the more immediate direction from OCFA to make progress is being addressed. Staff has met with and obtained support from the union that represents the landscape field workers of Village Management Services, Inc. to proceed with contracting out the necessary work on slopes. Bids are currently being solicited from outside vendors to begin fuel modification work within Third Mutual to address direction received from OCFA. That work is expected to begin within the next 30 days. In addition, an on-going contract to address the overall condition of the slopes is being developed. Upon completion of specifications, that work, which will address slope maintenance throughout the Mutual will be competitively bid.

At the April meeting, staff recommended a four step approach to developing a fire risk management plan, which would focus on areas with the highest risk along the western boundaries of the Village and along El Toro road, while working to create a longer term strategy and funding to address the additional areas of concern identified by OCFA. The process was supported by the Committee.

Progress update:

1. Survey the landscaped areas immediately inside the perimeter walls in Third Mutual. Establish a prioritized list and accurate mapping of high fire risk landscaped areas that need to be replaced with lower growing fire resistant plant material.

To date, no work has been accomplished on this step.

2. Determine from the above survey, areas where increased frequency or more aggressive maintenance style for landscape and trees would support the goal of fuel ladder reduction, working in conjunction with landscape renovation to achieve short-term results where possible.

To date, no work has been accomplished on this step.

3. Establish an annual program to be included in the proposed Business Plan for Third Mutual that would address the long-term management of fire risk through capital investment in landscape rehabilitation and conversion.

Completed: Staff included in the proposed 2019 Business Plan \$180,000 to address fire risk management activities and \$250,000 for the renovation of slopes.

4. Contact each agency bordering Laguna Woods Village to obtain accurate information on how each jurisdiction manages the fire risk associated with their property as it relates to the Village boundaries.

To date, no work has been accomplished on this step.

FINANCIAL ANALYSIS

There currently is no specific funding for Fire Risk Management. Planned work will be performed utilizing existing Landscape Division staff and slope maintenance funding included in the 2018 Business Plan. Should additional funding be required to complete work within the current year, a request will be brought to the Board for consideration.

Prepared By: Bruce Hartley, General Services Director

Reviewed By: Siobhan Foster, Chief Operating Officer



STAFF REPORT

DATE: July 5, 2018
FOR: Landscape Committee
SUBJECT: UgMO Soil Moisture Sensor Program

RECOMMENDATION

Staff recommends that the field testing of the Underground Moisture Sensor System (UgMO) end and that the contract with Sustainability Partners, LLC. to fund the installation and support of the system be terminated.

BACKGROUND

In April 2017 an agreement was executed between Sustainability Partners, LLC (funding source) and Third Mutual to install and test new technology manufactured by UgMO Technologies to save landscape irrigation water. (Attachment 2) Beginning in May 2017, a pilot project was initiated to evaluate the UgMO brand wireless soil moisture sensor system as an alternative means of irrigation control and as a method to achieve significant water savings.

Moisture sensors are currently being used to control the irrigation at two test locations; one within Gate 11 (4020 Calle Sonora) and another in Gate 14 (5279 Pina). Staff has monitored the locations and coordinated with the staff of UgMO to make adjustments and to learn the software program that controls the sensors and irrigation equipment. Staff periodically reported results to the Committee for the test areas throughout the 12 month pilot program. The Committee conducted field visits to evaluate the visual condition of the turf affected by the trial.

DISCUSSION

Water use data collected for May 2017 through April 2018 quantified a total savings of 21% at the Pina location and 5% at Calle Sonora location when comparing the scheduled water usage by the existing Rainbird Maxicom computer controlled system (in programmed run time) to the actual water used by UgMO soil sensors (actual run time). The savings varied significantly each month, but yielded a cumulative savings when the entire test period was analyzed.

There was an overall cost savings of approximately \$1,029 at the Pina location and a \$1,158 savings at Calle Sonora. Under the current agreement, 80% of the total savings or \$1,750 would go to Sustainability Partners to fund the installation, field support and return on investment. Third Mutual would receive 20% of the savings, or \$437. No staff time is accounted for in this payment methodology.

Location	Total Savings from May 2017 - April 2018				YTD Savings
	Rainbird Scheduled	UgMO Actual	Difference in Minutes	Savings	
5279 Pina	63,877	50,279	13,598	21%	\$1,029
4020 Calle Sonora	42,165	40,081	1,674	5%	\$1,158

Staff continues to be concerned with the visual appearance and dry areas of turf controlled by UgMO sensors. The Gate 14 test area continues to be dry and has poor appearance. The Committee visited the locations and expressed similar concerns. (Attachment 1)

Currently, the areas behind the manors, facing east are particularly dry and drought stressed. Based on their observations, staff believes that additional watering is necessary to maintain visual appearance and health of the turf. This could be accomplished with the UgMO system, but would reduce the savings achieved.

Additionally, staff believes that there would be significant costs associated with the deployment and operation of the UgMO system. Staff time required during installation, initial start-up and setting appropriate water parameters would be charged to the Mutual and are not included in the total cost savings analysis. All additional staff costs associated with the monitoring, testing and programming of the system, as compared to the existing Rainbird system, would be recouped via charges to the Mutual. This would affect the net savings of the program.

To maximize the potential for savings, Sustainability Partners, LLC is proposing that all irrigation water meters that have reached Tier 3 and Tier 4 billing levels be included in the deployment of the UgMO systems. Staff evaluated the Tier 3 and Tier 4 meters for 2017 and determined that there was approximately \$100,000 in payments made to El Toro Water District for 2017 for those two tiers. If estimated water savings of 15% are achieved, the Mutual would save approximately \$4,500 annually. That savings could vary, with a 10% savings yielding approximately \$3,000, or a 20% savings yielding \$6,000.

If staff achieved a savings of 3-5% utilizing the existing Rainbird Maxicom system, the net financial results would be the same, with the landscape receiving much more irrigation (10% more) and likely having a better appearance, especially in turf areas.

Staff communicated to Sustainability Partners, LLC some concerns with the current agreement if the program were approved by the Committee to move forward. The payment calculation methodology, the lack of any consideration for regulatory or legislative water use restrictions and no detailed language that would account for the conversion of high water using landscapes to water efficient plantings were all pointed out as areas of the contract that would require additional clarification. Sustainability Partners, LLC provided a proposed amendment to the current agreement. Due to the late receipt of the amendment, it was not reviewed by the Purchasing Division or legal staff prior to the posting of the agenda for this meeting. (Attachment 3)

The amendment would guarantee that the average savings prior to the imposition of mandatory reductions or replanting by VMS, Inc. would be used for the savings calculations; meaning that mandatory reductions would not result in benefit to Sustainability Partners, LLC, but higher than normal use due to activities of VMS, Inc. would also not result in a loss of savings, even though the savings were not actually achieved. The amendment also changed the shared savings ratio benefitting Third Mutual. The water savings is proposed to be shared 70% - 30% for all equipment installed in the first year of the agreement. Outside of the first year, all equipment installed (meters converted) would be under an initial 80% - 20% savings ratio. All equipment installed would have a savings share increase after the first year of 5% per year until a 60% - 40% share ratio is achieved.

FINANCIAL ANALYSIS

For the UgMO test area, the projection is for a one year savings of approximately \$3,300 using 2012-2016 average water use totals compared to actual 2017/2018 water use totals. This would result in an estimated annual savings of 16%. The variable formula offered in the amendment complicates an accurate projection of savings.

If the savings rate of 16% can be achieved for the aggregated performance of all meters achieving the Tier 3 and Tier 4 meter billing rates, and the proposed new savings calculation methodology is applied (70% - 30% share), the potential savings to the Mutual would be approximately \$4,800 per year, less any additional staff cost. Staff would only need to achieve a savings of approximately 5% in water use to achieve the same financial benefit while providing 10% more irrigation water. The appearance of the landscape would likely be better. Staff believes the savings sought by the Mutual may be achieved without a long term commitment to a third party and a sharing of the savings achieved.

Prepared By: Mindra Fielding, Landscape Management Analyst
Larry Hernandez, Landscape Manager
Bruce Hartley, General Services Director

ATTACHMENT(S)

ATT-1: Photographs

ATT-2: Agreement

ATT-3: Proposed Amendment/Restatement June 25, 2018

Attachment 1

UgMO 5279 Sensor – Front and Back Areas



(Taken: 09/11/2017)



(Taken: 12/19/2017)

Attachment 1

UgMO 5279 Sensor – Front and Back Areas



(Taken: 06/121/2018)

Attachment 1

Rainbird – Front and Back Areas (Located close to the UgMO Meter)



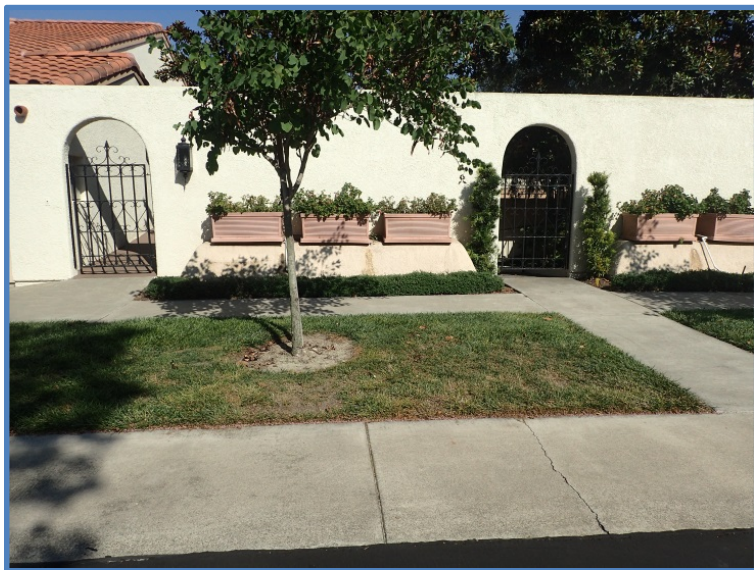
(Taken: 12/19/2017)



(Taken: 06/21/2018)

Attachment 1

UgMO 4020 Sensor – Front and Back Areas



(Taken: 09/11/2017)



(Taken: 12/19/2017)

Attachment 1

UgMO 4020 Sensor – Side and Back Areas



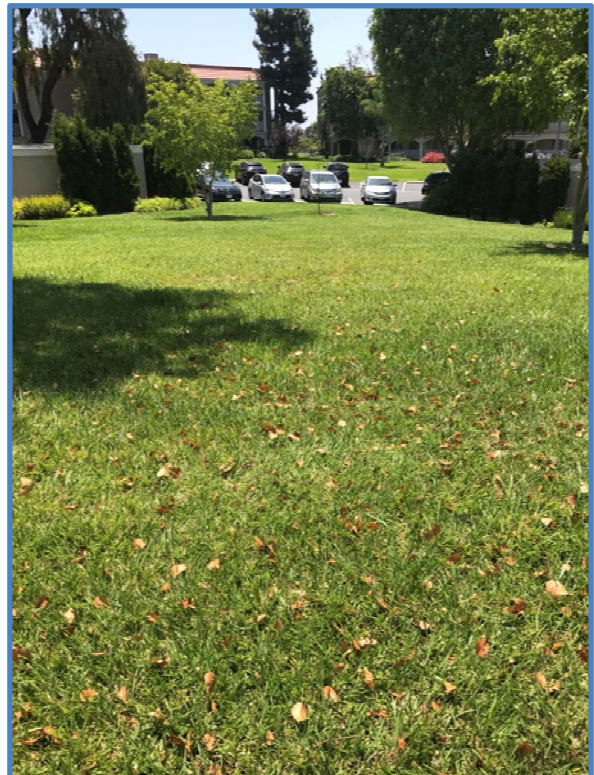
(Taken: 06/21/2018)

Attachment 1

Rainbird – Front and Back Areas (Located close to the UgMO Meter)



(Taken: 09/11/2017)



(Taken: 06/21/2018)

Attachment 2

Purchasing Contracts Transmittal

Contractor:	SUSTAINABILITY PARTNERS LLC. SP HOLDCO
Contact:	Lisa Macdonlad
Phone Number:	•(949)-923-1632- t:/f? ;J. t,{ffO
PO#:	PR0049161
Contract Date:	3/20/2017
Work Center:	
Job Code:	
Vendor#:	SUS183
STELLAR#:	
Sent By:	Shervin Pourjaneki
Today's Date:	4/4/2017

n Golden Rain Foundation
n United Mutual
P Third Mutual

n Amount \$1,000 - \$25,000
r Amount \$25,000 - \$100,000
17 Amount \$100,000 - \$500,000

Attachment 2

CONTRACT for AUTOMATIC WATERING SYSTEM PILOT PROGRAM

This Contract is made as of March 20, 2017 by and between the Third Laguna Hills Mutual (hereinafter, CORPORATION), and Sustainability Partners, LLC (Vendor Number SUS183) as manager and on behalf of an SP Holdco, (hereinafter, CONTRACTOR).

The Phone number for the CORPORATION is (949) 597-4369.
The Phone number for the CONTRACTOR is (949) 923-1632.

The mailing address for the CORPORATION is PO Box 2220, Laguna Hills, CA 92654. The mailing address for the CONTRACTOR is 98 E El Freda Circle, Tempe, AZ 85284.

NOW THEREFORE, since the CONTRACTOR desires to provide services to property owned by the CORPORATION and CORPORATION desires to obtain such services from CONTRACTOR in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

Beginning upon execution of this Contract, CONTRACTOR will provide to CORPORATION the following:

Job Description: Automatic Watering System Pilot Program
Contract No: PR0049161
Dates: Beginning March 20, 2017 until terminated as provided in this Contract.

The CORPORATION is responsible for the issuance of this contract. The oversight of the service process will be facilitated by CORPORATION's Agent, Village Management Services, Inc. (VMS). The Representative for the Agent in this matter is Kurt Rahn at 949-597-4652. Any questions regarding this project should be directed to the respective agent. The services contracted and specific requirements are further described in the attached Exhibits (collectively the "Services") which are herein made a part of this contract and incorporated by reference to this contract:

- a. Exhibit A, Savings Payment Calculation and Definitions
- b. Exhibit B, the Specifications for Material and Work
- c. Exhibit C, the Insurance
- d. Exhibit D, the Standard Terms and Conditions.

2. PAYMENT AND INVOICING.

The Corporation will not be responsible for any cost of material, installation or maintenance of the Equipment, however it will be responsible to keep connected equipment (pipes, valves, heads, etc.) in reasonable working order. Should the Corporation determine there are actual savings related to the Services, in its sole determination, the Corporation shall pay a portion of the savings to Contractor as "Savings Payments" according to the SAVINGS PAYMENT CALCULATION AND DEFINITIONS below (or such other calculation as the Corporation may agree to, in its sole discretion, in an applicable Certificate of Acceptance).

Attachment 2

Initial Pilot Program: Two UgMO controllers, and associated flow meters and underground sensors (in an amount to be determined by the Corporation in consultation with UgMO Technologies) installed by May 30, 2017.

Savings will be calculated based on the existing weather based control system information compared against actual time spent using the UgMO system. Invoices will be based on that information and the following: (a) the Contract number; (b) Contractor's Invoice number.

In addition to any other right or remedy provided by law, if CORPORATION fails to pay for the Services within 45 days of the due date, CONTRACTOR has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Until CORPORATION receives Contractor's invoice containing all of the above information, no prompt payment time limits shall commence. In no event shall CORPORATION be liable to Contractor for interest or other late payment charge.

3. OTHER PAYMENT PROVISIONS.

Progress payments are made on the 1st of the month as approved by Agent's Representative:

- a. All invoices must be received at least 30 days prior to the payment due date.
- b. VMS assumes no fiscal obligations to pay under this Contract.

4. OWNERSHIP.

The Corporation has the right and license to use and benefit from the service of the Equipment, but the Corporation acquires no ownership or leasehold interest in the Equipment, which remains the sole and exclusive personal property of the Contractor. Furthermore, the Customer agrees to not place any encumbrance on the Equipment. The Corporation will be responsible for exercising reasonable and customary care for the Equipment while in the Corporation's use, including responsibility for acts of theft, vandalism, fire and misuse.

5. COMMUNICATION.

Each party shall provide timely notice to the other of any concerns involving installed Equipment or connected equipment performance. There will be good faith efforts to resolve any such concerns while mitigating potential losses.

6. TERM.

Terms of this contract will begin upon execution and be terminated by either party on a 30-day notice. The Company agrees to store the old controllers in case of termination and they need to be reinstalled. If this Contract is terminated within 14 months of the March 1, 2017, Contractor will remove and reinstall old controllers at no cost to Corporation, after which time the Corporation will be responsible for uninstalling and returning the Equipment to Contractor. Contractor does not have a guarantee for future work.

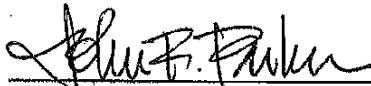
Attachment 2


7. EFFECTIVE DATE.

The Effective Date of this Contract shall be the date first written above. This contract is complete with 7 (seven) numbered paragraphs, Attachment 1 and Exhibits A, B, C & D. The Exhibits are incorporated by reference with this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

FOR THE CORPORATION:

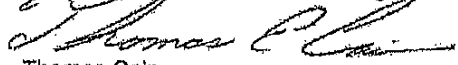
By:  Date: 4/5/2017
Title: JOHN R. PARKER, PRESIDENT

By:  Date: 4/5/2017
Title: DIANE PHELPS, TREASURER

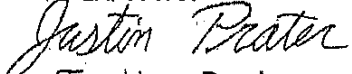
FOR THE CONTRACTOR:

SP Holdco

By: Sustainability Partners LLC, its Manager


Thomas Cain
By: _____ Date: 3-Apr-2017
Title: CEO

Heritage Design Build and Consulting
Contractors LI # 991737


By: Justin Prater Date: April 4, 2017
Title: Partner

Attachment 2

Sustainability as a Service®

EXHIBIT A

SAVINGS PAYMENT CALCULATION AND DEFINITIONS

"Savings Payment"	=	(100% - applicable Retained Benefit %) x Metered Water Savings x Resource Cost
"Metered Water Saving"	=	Baseline Water Usage – Metered Water Usage (but never less than zero)
"Metered Water Usage"	=	Water usage as recorded by applicable flow meter
"Baseline Water Usage"	=	Average monthly water usage (corresponding to the applicable flow meter) for the same calendar month in the five years prior to installation of Equipment
"ADU/S"	=	Average Daily Metered Water Usage (gallons) divided by the number of sensors for that flow meter
"Resource Cost"	=	Actual Value per El Toro Water District

Year No.:	1	2	3	4	5	6	7	8	9	10	After
Applicable ADU/S	Applicable "Retained Benefit %"										
>800 gal/sensor:	80%	80%	80%	80%	80%	81%	82%	83%	84%	85%	85%
710-800 gal/sensor:	75%	75%	75%	75%	75%	76%	77%	78%	79%	80%	80%
670-710 gal/sensor:	70%	70%	70%	70%	70%	71%	72%	73%	74%	75%	75%
630-670 gal/sensor:	65%	65%	65%	65%	65%	66%	67%	68%	69%	70%	70%
590-630 gal/sensor:	60%	60%	60%	60%	60%	61%	62%	63%	64%	65%	65%
540-590 gal/sensor:	55%	55%	55%	55%	55%	56%	57%	58%	59%	60%	60%
510-540 gal/sensor:	50%	50%	50%	50%	50%	51%	52%	53%	54%	55%	55%
470-510 gal/sensor:	45%	45%	45%	45%	45%	46%	47%	48%	49%	50%	50%
440-470 gal/sensor:	40%	40%	40%	40%	40%	41%	42%	43%	44%	45%	45%
430-440 gal/sensor:	35%	35%	35%	35%	35%	36%	37%	38%	39%	40%	40%
410-430 gal/sensor:	30%	30%	30%	30%	30%	31%	32%	33%	34%	35%	35%
395-410 gal/sensor:	25%	25%	25%	25%	25%	26%	27%	28%	29%	30%	30%
380-395 gal/sensor:	20%	20%	20%	20%	20%	21%	22%	23%	24%	25%	25%
360-380 gal/sensor:	15%	15%	15%	15%	15%	16%	17%	18%	19%	20%	20%
0-360 gal/sensor:	10%	10%	10%	10%	10%	11%	12%	13%	14%	15%	15%

Attachment 2

Sustainability as a Service®

EXHIBIT B

SPECIFICATIONS FOR MATERIAL AND WORK

SUMMARY

- 1.1. Contractor to provide all labor, materials, equipment, supervision and transportation necessary to provide the Services outlined in this Contract. All Services to be scheduled as detailed in this Contract or with Corporation representative.
- 1.2. Contractor will carry out Services at the following location within Laguna Woods Village:

Initially, one location within Gate 11 area and one location at Gate 14 area with Laguna Woods Village, Laguna Woods, CA 92637
- 1.3. Contractor will install new internet watering control system components, complete for three (or such other amount designated by the Corporation and agreed to by Contractor) controllers, including the software and hardware described below (hereinafter the "Equipment"):
 - a. UG1000 Network Irrigation Controller:
 - i. Contractor's irrigation controller replaces Corporation's existing irrigation controller.
 - ii. Receives real-time wireless data from the buried sensors.
 - iii. Allows for enough watering to maintain optimal moisture level for each zone.
 - iv. Can control 6-24 zones.
 - v. Remote configuration and error reporting capabilities through the Internet.
 - vi. Supports flow sensors for leak detection alerts and water consumption management.
 - vii. Embedded Linux processor provides smart device intelligence and flexibility.
 - viii. Automated soil-type identification feature to set soil moisture target zones.
 - ix. Rain and Auxillary sensor terminals available.
 - x. Complete software upgradeability to incorporate future features.
 - xi. Install wizard guides installation for ease of installation and quick set-up.
 - xii. Error reporting identifies solenoid, sensor and battery failures. Non-Volatile program memory protects program settings during power outages.
 - xiii. Intelligent double and triple cycle and soak modes to reduce run-off.
 - xiv. Automatic and manual sensor pairing. Outdoor cover opens vertically for easy installation and access in tight locations.
 - xv. Multi-level password protection so only authorized users can change settings.
 - xvi. Automated set-up wizard provides easy installation and programming.

Page 5 of 12

Attachment 2

Sustainability as a Service®

- xvii. Displays all system metrics including last and next watering date, time and duration with embedded cellular data connection
- b. UG1000 Wireless Soil Moisture Sensor(s):
 - i. Moisture and temperature levels measured periodically.
 - ii. Maximum range of 600 feet from Controller.
 - iii. Sensors installed 2 - 4 inches below the ground's surface to effectively monitor the soil at the plant's root zone level per zone.
 - iv. Operates on 400Mhz frequency band.
 - v. Battery Life of approx. 5 years.
 - vi. Unique Network Address for proper identification of sensor and transmitted data.
- c. UG1000 Wireless Repeater(s):
 - i. If needed.
 - ii. System bridge between dual bands (434Mhz/900Mhz).
 - iii. Wireless range between devices of 3,500 feet allowing network to extend more than 2 miles.
- 1.4. Contractor is installing and maintaining all equipment at their expense.
- 1.5. Contractor's personnel and subcontractors shall refrain at all times from using profanity, abusive or loud language. Installers & service personnel must wear shirts DISPLAYING their entities name or logo. Personnel will, at all times, extend and exhibit a courteous demeanor to residents.
- 1.6. Contractor hereby warrants and guarantees to Corporation that all Services will be performed in a professional and workmanlike manner and free of any defects.

Contractor agrees to promptly correct any defective materials and/or unsatisfactory workmanship. Contractor guarantees their Services (labor, equipment and materials) during the period the Equipment is installed.
- 1.7. Contractor shall, at Contractor's sole expense, repair or replace damage to any improvements or property that occurs during Contractor's Services. Contractor will confirm any prior damage to Corporation prior to commencing Services.
- 1.8. Normal work hours for installation and maintenance of the Equipment are from 7:00 AM to 5:00 PM Monday through Friday with contractors performing quiet work between 7:00 AM to 8:00 AM. Work is allowed on Saturdays between 9:00 AM and 3:00 PM. No work is allowed on Sundays and VMS holidays.
- 1.9. Contractor is responsible to clean up materials, equipment, debris and rubbish each night. When possible, Contractor will keep areas that residents have access to, clear and accessible and use Corporation approved barricades and delineators when necessary.
- 1.10. Contractor must legally remove and dispose of Contractor's waste from the community and must satisfy all City of Laguna Woods dumping requirements including deposits.

Page 6 of 12

EXHIBIT C INSURANCE

At CONTRACTOR's sole cost and expense, and for the full term of this Contract and providing coverage until Claims are fully and finally barred by all applicable statutes of limitations, CONTRACTOR shall purchase and maintain the insurance coverage specified for all operations performed by or on behalf of CONTRACTOR. Any deductibles, retentions and exclusions in coverage in the required insurance policies are assumed by, for the account of, and at the sole risk of CONTRACTOR.

Certificates of insurance acceptable to the CORPORATION shall be filed with CORPORATION prior to commencement of the Services and shall provide that the CORPORATION and Agent shall be given written notice not less than thirty (30) days prior to any cancellation or material change in the policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives must be deleted from the cancellation provision on all certificates of insurance. All insurance must be obtained from companies licensed to transact business in California and that have a current rating of A- XII or better from A.M. Best Company as of the date of this Contract, and at the time of any subsequent renewal of any policies required by, and during the term of this Contract. CONTRACTOR shall provide the CORPORATION with copies of all required insurance policies upon written request. This requirement shall survive the termination or completion of this Contract.

The coverage required may be satisfied by any combination of primary and excess liability policies.

- A. **Commercial General Liability** insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate per project. Coverage must include premises and operations, products and completed operations, independent CONTRACTORS, personal and advertising injury, contractual liability, broad form property damage, and explosion, collapse, and underground hazards. The policy shall name CORPORATION, Agent, their officers, directors, agents, employees and members as additional insureds for all operations performed by or on behalf of CONTRACTOR, and shall contain a provision that CONTRACTOR's insurance is primary, and that the coverage of any insurance of CORPORATION or Agent is excess and non-contributing. CONTRACTOR's insurance shall also contain a waiver of subrogation in favor of CORPORATION and Agent.
- B. **Commercial Automobile Liability** insurance with coverage for any auto or all owned, non-owned and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident.
- C. **Workers' Compensation and Employer's Liability** insurance with limits of not less than \$1,000,000 for each accident, as well as per employee and in the aggregate for each disease. CONTRACTOR's insurance shall contain a waiver of subrogation in favor of CORPORATION and Agent. CONTRACTOR shall be solely liable for all injuries to its employees and employees of any persons or entities, or other persons hired by or otherwise in the direct or indirect control of CONTRACTOR. Nothing contained herein shall be deemed to create any employer-employee relationship between CORPORATION's directors or Agent's employees, owners, partners, CONTRACTOR's suppliers, agents and CONTRACTOR's employees, Subcontractors and suppliers.
- D. **Professional Liability Errors and Omissions** insurance with a limit of not less than \$1,000,000 for each loss to cover loss by reason of any act, error, or omission committed or alleged to have been committed by the CONTRACTOR or anyone for whom the CONTRACTOR may be legally liable. Coverage on a claims-made basis must be maintained during the term of this Contract and for a period of at least 1 year following the completion of this Contract.

CONTRACTOR shall cause each of its Subcontractors and suppliers or that is otherwise under CONTRACTOR's direct or indirect control to procure insurance as specified and name Golden Rain Foundation of Laguna Woods, Third Laguna Hills Mutual & Village Management Services, Inc., PO Box 2220, Laguna Hills, CA 92654 as additional insureds for all operations under their respective Commercial General Liability Insurance policy.

Attachment 2

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EXHIBIT D

STANDARD TERMS AND CONDITIONS

Golden Rain Foundation of Laguna Woods, Inc. as acting Trustee of the Golden
Rain Foundation Trust, established March 2, 1964, as amended
Third Mutual of Laguna Hills, United Mutual of Laguna Woods.

1. INDEPENDENT CONTRACTOR

CONTRACTOR is an Independent Contractor and shall have the responsibility for and control over the details and means for performing the Services and shall be subject to the direction of the CORPORATION and Agent, but only with respect to the scope, community scheduling rules and general results required. CORPORATION will not withhold from the sums paid to CONTRACTOR under the Contract any sums for federal and state income taxes or make employee payroll deductions under the Federal Insurance Contribution Act, the California State Unemployment Insurance Code, or other similar taxes. CONTRACTOR shall be solely responsible for payment of all taxes, including but not limited to federal and state income taxes, unemployment and disability insurance taxes, Social Security taxes, and for maintaining its own workers' compensation insurance, as well as all City of Laguna Woods taxes, license fees, union dues, union fees and assessments.

2. INDEMNIFICATION

To the fullest extent permitted by law, each party agrees to indemnify and hold harmless the other party, and all its officers, directors, agents, employees and members (collectively "Indemnified Parties"), from and against any and all third party claims, (including, without limitation and not limited to, claims for bodily injury, death or damage to property) demands, obligations, actions, causes of action, damages, suits, losses, judgments, fines, penalties, liabilities, losses, costs and expenses (including without limitation and not limited to, reasonable attorneys' fees, disbursements, court costs and all other professional, expert or contractors' fees, costs and expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively "Claims"), which may arise from negligent acts, errors and omissions of such party, or anyone for whom such party is legally responsible, in performance of this Contract, however, only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

Each party's indemnification obligation hereunder shall survive the expiration or termination of this Contract until such time as action against the Indemnified Parties for such matter indemnified is fully and finally barred by the applicable statute of limitations. Under no circumstances shall the insurance requirements and limits set forth in this Contract be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. CORPORATION agrees that as the sole and exclusive remedy against the CONTRACTOR, any claim, demand or suit shall be directed and / or asserted only against the CONTRACTOR's business entity that is a party to this agreement and not against any of the CONTRACTOR's individual shareholders, employees, officers or directors.

3. IMMIGRATION REFORM AND CONTROL ACT

CONTRACTOR must remain in full compliance with the Immigration Reform and Control Act of 1986 and subsequent amendments, as legislated, for the duration of this Contract. CONTRACTOR has verified employment eligibility of all CONTRACTOR's employees and guarantees that all of CONTRACTOR's employees have a legal right to work in the United States.

4. ACTS AND OMISSIONS

Attachment 2

Sustainability as a Service®

Each party is completely responsible for all acts and omissions of its employees, subcontractors and suppliers on the Contract, and of any other persons or entities acting on behalf of such party. This includes damage by delay, property damage, building damage, and any unprofessional statements to residents, which may cause conflict. Nothing in the Contract shall create any contractual relationship between any of CONTRACTOR's employees, subcontractors and suppliers and CORPORATION or Agent or any obligation on the part of CORPORATION or Agent to pay or to see to the payment of any monies due any of them, except as may otherwise be required by law. CONTRACTOR agrees to bind specifically CONTRACTOR's employees, subcontractors and suppliers, to the extent of the Services to be performed by them, to the applicable terms and conditions of the Contract for the benefit of CORPORATION.

Unless otherwise directed in writing by CONTRACTOR, CONTRACTOR has authorized Sustainability Partners LLC (hereinafter, SP), on behalf of CONTRACTOR, to give and receive notices, invoice and collect payment, make all other CONTRACTOR decisions contemplated by this Contract, give any instructions contemplated by this Contract and take all other CONTRACTOR actions contemplated by this Contract. Unless otherwise directed in writing by CONTRACTOR, CORPORATION agrees to deliver payment, notices and all other communications relating to this Contract to SP on behalf of CONTRACTOR, which upon SP's receipt shall be deemed delivered to CONTRACTOR for purposes of this Contract.

5. CONFIDENTIALITY

CONTRACTOR and CONTRACTOR's employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR or divulge, disclose, or communicate in any manner, any information that is proprietary to CORPORATION. CONTRACTOR and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

6. Omitted.

7. RETURN OF DOCUMENTS

Upon termination of this Contract, CONTRACTOR will return to CORPORATION all records, notes, documentation and other items that were provided by the CORPORATION and retained by the CONTRACTOR which were used or controlled by CONTRACTOR during the term of this Contract.

8. NO CONFLICT OF INTEREST

CONTRACTOR shall disclose to CORPORATION any previous or current employment by CONTRACTOR with CORPORATION or with Village Management Services Inc. by CONTRACTOR or any family member of CONTRACTOR whether as a direct employee or as an independent contractor or subcontractor.

9. CHANGE ORDER

CORPORATION, Agent's Representative or any public body or inspector may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made in a written "Change Order" which is signed and dated by the parties to this contract. Such Change Orders shall become part of this Contract. Change orders must be documented in writing to the Agent's representative no later than two (2) days after discovery. CORPORATION agrees to pay any increase or decrease in the cost as a result of any written, dated and signed Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, CONTRACTOR shall estimate the cost thereof and CORPORATION shall pay the actual cost so long as the actual cost does not exceed 10% of the estimated cost. Unless the parties agree to a written extension of time for performance, the completion date under this Contract shall remain the same.

Attachment 2

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10. CERTIFICATE OF ACCEPTANCE

Upon completion of the installation of Equipment, CORPORATION agrees to sign a Certificate of Acceptance within ten (10) days,

11. WORK SITE

CORPORATION warrants that it is authorized to enter into this Contract. Prior to the start of construction, CORPORATION shall provide an easily accessible building site, which meets all zoning requirements for the structure. All contractors will be required to obtain a Laguna Woods Vendors Work Permit to perform work under this Contract.

12. APPLICABLE LAW

CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for persons or property and for protecting property from CONTRACTOR's operations. CONTRACTOR shall also comply with all provisions of CONTRACTOR's and Agent's Injury & Illness Prevention Program.

13. TERMINATION FOR CONVENIENCE

A party may terminate this Contract at any time without cause by giving the other party at least thirty days prior written notice of termination. Upon termination of this Agreement (1) CORPORATION shall remain responsible for paying for all approved services provided and expenses incurred prior to the end of the termination period, whether or not billed during that period, and (2) CONTRACTOR shall use commercially reasonable efforts to complete any Services that CORPORATION requests CONTRACTOR to complete prior to the termination date and to minimize the fees incurred during the termination period by discontinuing all Services that CORPORATION does not ask CONTRACTOR to complete. Notwithstanding the foregoing, CONTRACTOR'S obligations under this Contract shall survive termination of this Contract despite termination including, but not limited to, CONTRACTOR'S Confidentiality obligation, Warranty and Material Defects obligations, Insurance Indemnity obligation and Limitations of Liability and Actions obligation.

In no event shall either party be liable for any consequential, punitive, exemplary indirect or special damages or loss of profits. Except for indemnification for third party claims under Section 2 above, CORPORATION's sole remedies with respect to any Warranty, Material Defects or other similar obligations shall be repair or replacement of the applicable Equipment by the Contractor, or immediate termination of the Contract upon written notice from the CORPORATION.

14. DEFAULT

Either party may terminate this Agreement for cause at any time upon ten (10) days written notice to the other party. Causes for termination of this Agreement include, but are not limited to, insolvency, an assignment for the benefit of creditors, or a bankruptcy petition filed by or with respect to one of the parties. The recordation of a mechanics lien shall be deemed a default under the contract unless the CONTRACTOR within 20 days posts a bond to have the mechanics lien expunged. The other party may, by notice in writing, terminate this Agreement without liability to the other party, except for items already accepted by CORPORATION from CONTRACTOR for which CORPORATION has already paid for such Services and expenses for such items. Other causes for termination include but are not limited to a lawsuit brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to in connection with the Equipment by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party or the failure of CORPORATION to make the building site available or the failure of CONTRACTOR to deliver the Services in the time and manner provided for in this Contract.

15. REMEDIES

Attachment 2

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In addition to any and all other rights a party may have available according to the law of the State of California, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have ten days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in ten days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

16. DELAYS

No payment or compensation of any kind shall be made to CONTRACTOR for damages because of hindrance or delay from any cause in the progress of the Services, whether such hindrances or delays are avoidable or unavoidable.

17. FORCE MAJEURE

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

18. ARBITRATION

Any controversy arising between the parties regarding the consulting, interpretation, application, or otherwise of this contract, and/or any claim arising from a breach of this Contract shall be submitted to binding arbitration before a mutually acceptable retired judge at either Judicate West or Judicial Arbitration and Mediation Service in Orange County, California upon the written request of one party after service of the same on the other party. The signing parties agree that the arbitrators shall not have the power to commit errors of law or legal reasoning, and that the award may be vacated and/or corrected upon petition to a California court of competent jurisdiction for any such error. Each side shall pay one half the cost of the arbitration subject to reallocation by the arbiter. In the event that arbitration or any other legal proceeding is necessary to enforce any of the terms, provisions, conditions or rights arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

19. SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

20. GOVERNING LAW

This Contract shall be construed in accordance with, and governed by the laws of the State of California, without regard to any choice of law provisions of California or any other jurisdiction. This entire paragraph shall be binding upon the arbitrator.

21. NOTICE

Page 11 of 12

Attachment 2

Sustainability as a Service®

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by first class mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

22. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

23. AMENDMENT

This Contract may be modified or amended in writing, if the writing is signed by each party.

24. ASSIGNMENT

Neither party to this Contract shall assign, sell or transfer any portion or part of this Contract, nor any of the rights and privileges granted, without prior written approval of the other party.

25. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

This Contract is a complete and exclusive statement of the terms of the Contract between the Parties, as provided for under Section 1856, subdivision (b), of the California Code of Civil Procedure, in so far as documents are required to be completed to give effect to the terms of this Contract.

26. SITE INSPECTION

CONTRACTOR has fully examined the Contract and any referenced information and physically inspected the Contract site and CONTRACTOR is entering into this Contract based on an independent investigation and not relying upon any opinions or representations of the CORPORATION or Agent. Any discrepancies between Contract, any referenced information, and/or site conditions shall be immediately brought to the attention of the Agent representative.

**AMENDMENT TO AMENDED AND RESTATED
CONTRACT for AUTOMATIC WATERING SYSTEM PILOT PROGRAM
Contract # PR0049161**

This amendment to the **CONTRACT for AUTOMATIC WATERING SYSTEM PILOT PROGRAM** (this “Amendment”) of Sustainability Partners LLC, a Delaware limited liability company (the “SP”), effective as of June 25th, 2018 (the “First Amendment Date”), is made by and Third Laguna Hills Mutual (hereinafter, “CORPORATION”). Capitalized terms used herein but not otherwise defined have the meaning set forth in the Agreement (defined below).

WHEREAS, the original CONTRACT for AUTOMATIC WATERING SYSTEM PILOT PROGRAM was entered as of March 20, 2016 (the “Original Agreement”);

WHEREAS, the Original Agreement was subsequently amended and restated pursuant to the Amended and Restated Securityholders Agreement dated as of April 2, 2017 (the “Agreement”); and

WHEREAS, it is desired that the definition of Saving in Section 2, Paragraph 3 be replaced in its entirety with:

Savings will be calculated from taking the difference between El Toro water usage of same month in Baseline to the month being evaluated. Where data is unavailable or suspect, SP will make a good faith extrapolation of usage. CORPORATION and SP may do annual true-ups once reliable information is available.

Any month where replanting, over seeding or regulatory restrictions cause anonymous usage, savings will be determined to be the average of the prior 12 months savings where such activity was not occurring.

Should replanting occur where metered water characteristics change more than 20%, the Baseline will be adjusted “pro-rata” for the % change in water usage observed corrected for weather changes.

WHEREAS, it is desired that Exhibit A of the Agreement be restated in its entirety as follows:

For equipment installed from August 1, 2018 to August 1, 2019, SP’s share of monthly savings over same month during the period of June 1, 2017 to May 31, 2018, (the “Baseline”) will be 70%. This discount is granted predicated on the CORPORATION authorizing SP to install a minimum of Areas 3 & 4.

Equipment installed outside these parameters shall have saving shared at 80% of savings going to SP.

At the completion of each year of service for a piece of equipment, the CORPORATION will retain an additional 5% of the saving until a 40%/60% split is reached, with the CORPORATION keeping 60% of the savings.

SP may service, upgrade or substitute equipment, as needed, at its sole expense to improve reliability, performance, or management.

FOR THE CORPORTION:

By: Thomas Cain Date: 27-Jun-2018

Title: CEO

By: _____ Date: _____

Title: _____

FOR THE CONTRACTOR:

SP LAGUNA WOODS LLC

By: Sustainability Partners LLC, it Manager

_____ -

By: Thomas Cain Date: 3-Apr-2017

Title: CEO



STAFF REPORT

DATE: July 5, 2018
FOR: Landscape Committee
SUBJECT: Request to Install Pavers – 3197B (Nicholson)

RECOMMENDATION

Provide staff direction.

BACKGROUND

The Nicholsons purchased the manor in October 2017. The landscaped area at the front door of the manor had apparently been planted and maintained by the prior owner. At the time of purchase, it was evident that no maintenance had been performed on that area for some time. Most of the area was bare dirt, with a few dying plants. The area also was affected by a sewage overflow from the clean-out located in that area. The result is a muddy, unattractive condition. The Nicholsons submitted a Variance Request Form dated May 3, 2018. See Attachment 1. Manor Alterations interpreted the installation of pavers as an encroachment into Common Area and would not consider the request. The Nicholsons sought assistance from the General Manager's Office. In response, the General Services Department agendaized the request for consideration by the Landscape Committee, as it involves conversion of landscaping to pavers.

DISCUSSION

The Nicholsons are proposing to remove the remaining plants and debris in an area of approximately 340 sq. ft. area, or a reduced area if the remaining landscape must remain, and install concrete interlocking pavers. The area is between the manor and the neighbor's fenced patio. Although the area is classified as 'common area', there is no view from the street or actual common use of the area, which is at the end of a sidewalk from the driveway to the front door. The installation of pavers would be a non-permanent improvement that would allow for potted plants and a seating area to be placed near the entrance of the manor.

FINANCIAL ANALYSIS

If approved, there would be no cost associated with the removal of the landscape and installation of pavers, as all work and costs would be borne by the Member. There would be a slight reduction in annual maintenance and irrigation water costs associated with the request.

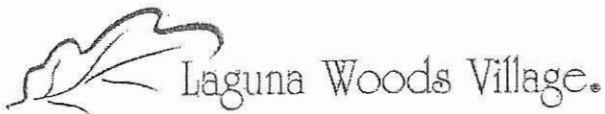
Prepared By: Bruce Hartley, General Services Director

Reviewed By: Siobhan Foster, Chief Operating Officer

ATTACHMENT(S)

ATT-1: Request Form, Photographs and Plot Plan

Attachment 3

MANOR # 3197-B☐ ULWM☒ TLHM

Variance Request Form

SA 2125 2804

Model: <u>EL DOBLE</u>	Plan: <u>PL 703RC</u>	Date: <u>5-3-18</u>
Member Name: <u>Dennis Nicholson</u>	Signature: <u>[Signature]</u>	
Phone: <u>949. 460-0296</u>	E-mail: <u>lynne.usdc@yahoo.com</u>	
Contractor Name/Co: <u>One Way Construction</u>	Phone: <u>800-561-7644</u>	E-mail: <u>onewayconstruction.inc@gmail.com</u>
Owner Mailing Address: <u>3197 Via Buena Vista, Unit B</u> (to be used for official correspondence)		

Description of Proposed Variance Request ONLY:

The home we purchased in October of 2017 had been vacant for quite some time. The area adjacent to our front door leading to the driveway has been neglected and is mostly dirt and a few almost dead plants. It is unsightly, muddy from the sprinklers still in working condition. Also, we've seen coyotes near the front door in the early morning hours. We are proposing to improve the area, at our own cost, by installing pavers in the area that's now in such a deplorable state. We are also seeking permission to install a fence with a gate (open iron fence like our neighbors have). We will also beautify the area with the appropriate plants, shrubs.

Dimensions of Proposed Variance Alterations ONLY:

13' width } area
34' length }
5' fence 13' wide
paver area = 10' x 34'

FOR OFFICE USE ONLY

RITA LYNNE

 RECEIVED BY: Joel DATE RECEIVED: 5/3/18 Check# 2375 BY: DENNIS NICHOLSON

Alteration Variance Request	Complete Submittal Cut Off Date: <u>5-25-18</u>
Check Items Received: <input type="checkbox"/> Drawing of Existing Floor Plan <input type="checkbox"/> Drawing of Proposed Variance <input type="checkbox"/> Dimensions of Proposed Variance <input type="checkbox"/> Before and After Pictures <input type="checkbox"/> Other: _____	Meetings Scheduled: Third AC&S Committee (TACSC): <u>6-25-18</u> United M&C Committee: _____ Board Meeting: <u>7-17-18</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other: _____

A

Attachment 3

3197-B
Via Buena Vista



B



C



El Doble

Approximate Gross Internal Area = 116.1 sq m / 1250 sq ft
(Including Garage / Optional Family Room)

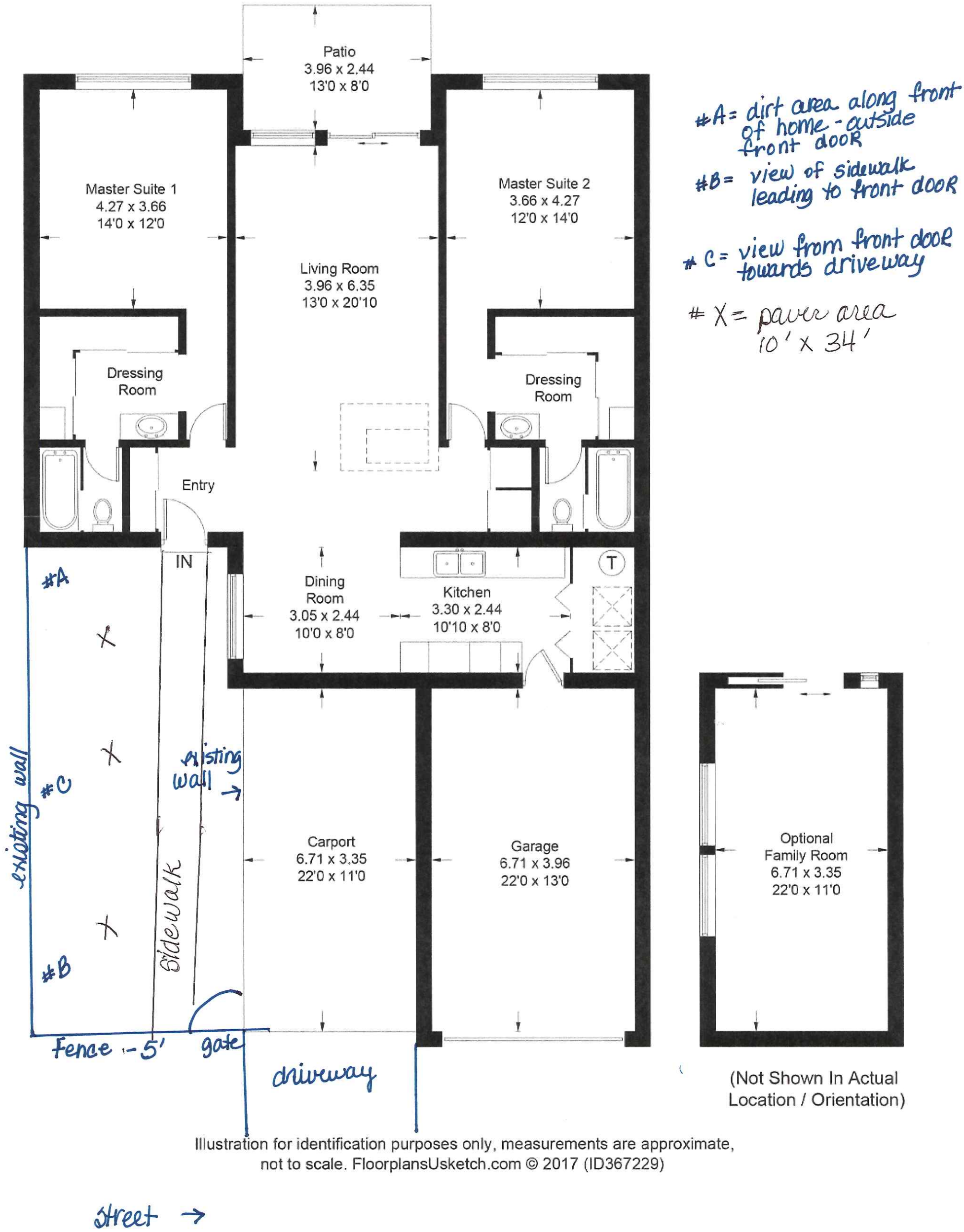
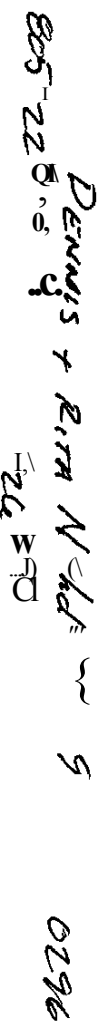


Illustration for identification purposes only, measurements are approximate, not to scale. FloorplansUsketch.com © 2017 (ID367229)



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STAFF REPORT

DATE: July 5, 2018
FOR: Landscape Committee
SUBJECT: Appeal of Denied Tree Removal Request – 5450 Calle Pico (Kawamoto) – Camphor Tree

RECOMMENDATION

Deny the request for the removal of one Camphor tree at Manor 5450.

BACKGROUND

The Landscape Committee considered the tree removal request submitted by Mr. Kawamoto at the meeting of May 3, 2018. The Committee voted unanimously to deny the request to remove the tree. Mr. Kawamoto is appealing the decision of the Committee, requesting the Committee reconsider the request, adding that he is willing to pay for the removal. See Attachment 1.

Mr. Kawamoto purchased the manor in April 2014. He is requesting the removal of a Camphor tree, *Cinnamomum camphora*, located in front of the manor. The reasons cited by him for the removal are: the tree is causing structural damage; drops excessive litter/debris; personal preference and to prevent rodent attraction. No other members signed the Mutual Landscape Request Form. See Attachment 2.

DISCUSSION

The tree was last trimmed in July 2015. It is scheduled for inspection/pruning in July 2018. It is approximately 25 feet in height with a trunk diameter of approximately 12 inches. It is growing in the turf area approximately three to six feet from the sidewalk and approximately 10 to 12 feet from the driveway. (See Attachment 1)

At the time of inspection, the tree was found to be in fair condition with no visible pests, disease, or missing areas of bark. There are several cracks in the driveway. However, it is the opinion of Staff that the roots of the tree are not the cause of the cracks given the distance the tree is away from the driveway. The leaf and fruit litter from Camphor trees is seasonal, and was not excessive. A search of available maintenance records showed a request for rodent control in March 2018 with a closure of the work ticket in June 2018 once evidence of rodents actively feeding on the bait ceased.

FINANCIAL ANALYSIS

The cost to remove the tree is estimated at \$650. The cost to trim the tree is estimated to be \$250. The estimated value is \$2,295 based on the ArborPro tree inventory.

Prepared By: Bob Merget, Landscape Supervisor

Third Laguna Hills Mutual
Appeal of Denied Tree Removal Request by – 5450 Calle Pico (Kawamoto)
July 5, 2018

Reviewed By: Larry Hernandez, Landscape Manager

Reviewed By: Bruce Hartley, General Services Director

ATTACHMENT(S)

ATT-1: Photographs

ATT-2: Appeal Letter; Mutual Landscape Request Form with Attachments

Attachment 1



Attachment 2

Laguna Woods Landscape Committee
Attn: Mr. Robert Merget, Landscape Supervisor
24351 El Toro Road
Laguna Woods, CA 92637

Howard Kawamoto
5450 Calle Pico
Laguna Woods, CA 92637
June 20, 2018

Subject: Appeal of Tree Removal Denial

Dear Sir or Madam,

I respectfully would like to appeal the decision made by the Board of Director of Laguna Woods Village Third Mutual of denying our request to remove the tree in front of our manor.

The reason for the tree removal request is still the same as we stated on the originally submitted tree removal request form.

1. The tree roots starting to cause cracks on the drive way.
2. Seasonal Camphor tree fruits dropping causing undue stress to us by attracting rodents which make mess on our walkway and driveway.

During the season when the fruits dropping occur lasting 2 to 3 months, my wife's daily work is to sweep off the fruits, fruits leftover and rodent droppings on the walkway and driveway before our daily walk creating high stress to both of us causing blood pressure to rise which in turn resulted in our medication dosage increase.

Our desire for removal of the tree is strong enough that we are prepared to pay for the cost of the tree removal. Also, to alleviate the concern about decrease in green vegetation in the village we are willing to replace the Camphor tree with another tree that does not bear fruits as stated in the original request.

Thank you for taking your valuable time to review our appeal.

Respectfully Yours,



Howard and Taeko Kawamoto

RECEIVED
JUN 25 2018
LANDSCAPE DIVISION

MUTUAL LANDSCAPE REQUEST FORM**PLEASE NOTE: THIS FORM IS NOT INTENDED FOR ROUTINE MAINTENANCE REQUESTS**

For all non-routine requests, please fill out this form. Per the policy of your Mutual, if your request falls outside the scope of the managing agent's authority, it will be forwarded to the Mutual's Landscape Committee for review. If you are unsure whether your request falls into this category, first contact Resident Services at 597-4600 in order to make that determination.

PLEASE RETURN COMPLETED REQUEST FORM TO RESIDENT SERVICES.**Resident/Owner Information***You must be an owner to request non-routine Landscape requests.*

5450 CALLE PICO

Address

3/23/2018

Today's Date

HOWARD KAWAMOTO

Resident's Name

949-281-7678

Telephone Number

Non-Routine Request*Please checkmark the item that best describes your request. If none apply, please checkmark "Other" and explain.*☒ Tree Removal☐ New Landscape☐ Off-Schedule Trimming☐ Other (explain): _____**Reason for Request***Please checkmark the item(s) that best explain the reason for your request.*☒ Structural Damage ☐ Sewer Damage ☐ Overgrown ☐ Poor Condition☒ Litter/Debris ☒ Personal Preference ☐ View Obstruction☒ Other (explain): Prevent rodent attraction**GUIDELINES:**

- **Structural/Sewer Damage:** Damage to buildings, sidewalks, sewer pipes, or other facilities may justify removal if corrective measures are not practical.
- **Overgrown/Crowded:** Trees or plants that have outgrown the available space may justify removal.
- **Damaged/Declining Health:** Trees or plants that are declining in health will be evaluated for corrective action before removal/replacement is considered.
- **View Blockage:** By nature, view blockage must be reviewed case by case to determine the appropriate course of action.
- **Litter and Debris:** Because all trees shed litter seasonally, generally this is not an adequate reason to justify removal. However, if granted, removal/replacement may be at the resident's expense.
- **Personal Preference:** Because one does not like the appearance or other characteristics of the tree or plant generally does not justify its removal. However, if granted, removal/replacement is usually at the resident's expense.

Attachment 2

Description & Location of Request

Please briefly describe the situation and the exact location of the subject of the request (e.g., "roots of pine tree in front of manor XYZ are lifting the sidewalk"). Attach pictures as necessary.

Regnet removal of Camphor tree in front of
our front patio gate. Please see attached sheet
and photos for our reason for our request.

Signatures of All Neighbors Affected By This Request

Because your request may affect one or more of your neighbors, it is imperative that you obtain their signatures, manor numbers, and whether they are for, undecided, or against this request.

Signature	Manor #	For	Undecided	Against

(Please attach a separate sheet if more signatures are necessary.)

Acknowledgement - Owner

By signing, you are acknowledging this request.

Howard S Kawamoto
Owner's Signature

HOWARD KAWAMOTO
Owner's Name

Attachment 2

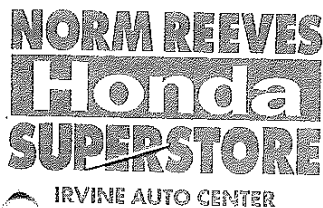
Request removal of Camphor tree located in front of our front patio gate. There are 2 major reasons for the request.

- 1) Several cracks have developed on our driveway located about 10 feet from the Camphor tree. Our suspicion is the roots of the Camphor tree started to affect the driveway concrete to start cracking.
- 2) Our Camphor tree drops unusually large amount of berry like fruits seasonally. Rodents must love this fruits and we have noticed they have been leaving the left over skins along with their poops in front of our garage door. A couple weeks ago I had car problem with rat eating wire insulation on the engine. \$275 to repair the damage.

Please see the attached photos.

If the removal of this Camphor tree is granted we like to replace it with another kind of tree that is not big and does not bear fruits. Our preference is the kind we saw located in the front yard of manor

5378 A. AVE SOCIEGA



Norm Reeves Honda Superstore Irvine
16 Auto Center Dr
Irvine, CA 92618
(949) 830-7600
www.normreeveshondairvine.com



E.P.A. # CAL000397176
B.A.R. # ARD00277036

Attachment 2

CUSTOMER NO. 491471		ADVISOR Dominick Dillon		TAG NO. 7803	INVOICE DATE 03/12/18	INVOICE NO. 138125
Howard Kawamoto 5450 Calle Pico Laguna Woods, CA 92637 Cell Phone(323) 719-6271		LABOR RATE	LICENSE NO.	MILEAGE 53562	COLOR Silver	STOCK NO.
		YEAR / MAKE / MODEL 2009 / HONDA / CIVIC			DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. JHMFA3624 9S006420			SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO.			P.O. NO.	R.O. DATE 03/12/18
RESIDENCE PHONE (949) 281-7678	BUSINESS PHONE	COMMENTS (949) 281-7678				

Labor and Parts

J# 1 19 ENGINE Hours: 2.00 Tech(s) 822 275.88

GUEST STATES CHECK ENGINE LIGHT AND VSA LIGHTS ARE ON (NOTICED DEBRIS IN ENGINE BAY UPON POPPING HOOD)

Retrieved code P2649. Check found wire harness at the rocker arm oil control solenoid rodent damage.

Repair wire harness and test drive verify DTC is gone.

Job # 1 Total Parts 0.00

Job # 1 Total Labor & Parts 275.88

J# 2 29 MULTI POINT INSP

Hours: 0.00 Tech(s) 822 Internal Work

PERFORM MULTI POINT INSPECTION ITEMS TO BE INSPECTED WILL BE ON THE MULTI POINT INSPECTION SHEET ATTACHED TO THE FINAL INVOICE.

Topped off all fluids. Tested battery. Checked tires..

LF at 8_/32 RF at 8_/32 LR at 8_/32 RR at 8_/32

NHTA recommends replacement of tires at or below 2/32nds.

Tested battery good load test.

We thank you and appreciate your business!!!

Job # 2 Total Parts Internal Work

Page 1

Customer Copy

5:05 PM

Thank You

for servicing your vehicle at
NORM REEVES HONDA.
We truly appreciate your
business.

**Our goal is to Meet Your
Expectations.** If for any
reason you feel that we did
not meet your expectations
please let us know. Contact
your service manager and
let him know your concern.

SERVICE & PARTS DEPARTMENT HOURS

MONDAY - FRIDAY
7:00 AM - 7:00 PM

SATURDAY
7:30 AM - 5:00 PM

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

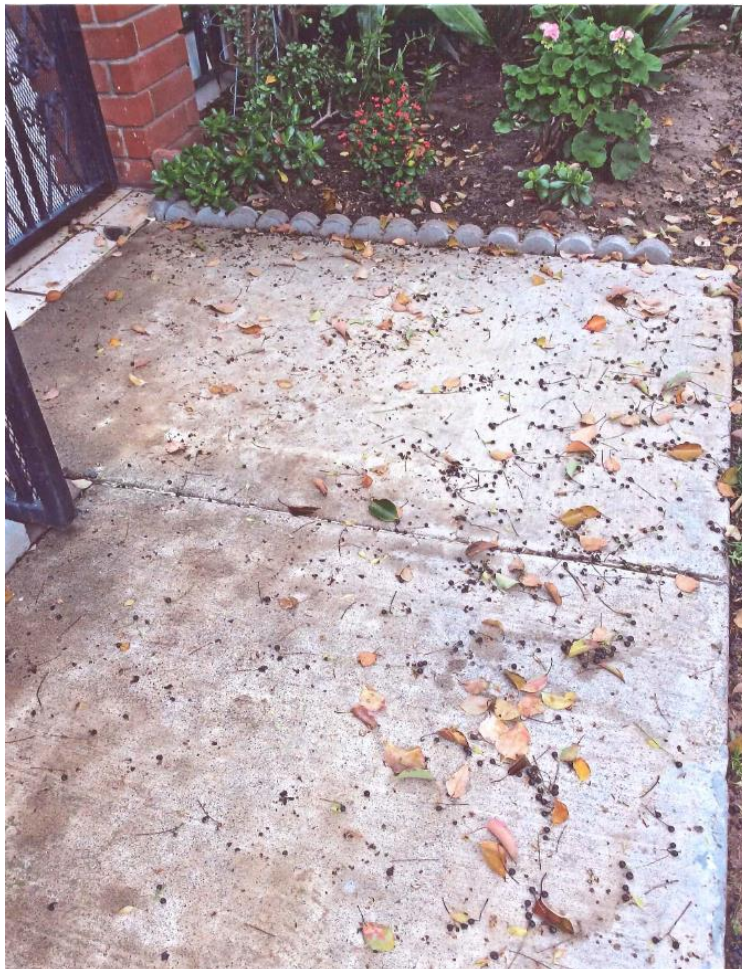
Attachment 2



Attachment 2



Attachment 2





Attachment 2



STAFF REPORT

DATE: July 5, 2018
FOR: Landscape Committee
SUBJECT: Tree Removal Request – 3217-B (Cohen) – Olive Tree

RECOMMENDATION

Deny the request for the removal of one Olive Tree at Manor 3217-B and trim/inspect on schedule.

BACKGROUND

Mr. Cohn purchased the manor in March 2018. He is requesting the removal of an Olive tree, *Olea, europaea*, located in the front of the manor. The reasons cited by him for the removal are: the tree is overgrown; produces heavy litter/debris; is a view obstruction and causes uneven paving. Seven additional residents have signed the Mutual Landscape Request Form in favor of the removal. See Attachment 2.

DISCUSSION

The tree was last trimmed in December 2017 and is scheduled for inspection/pruning in approximately December 2020. It is approximately 27 feet in height with multiple trunks with average diameters of approximately 12 inches or less. The tree has buttressed roots and surface rooting. It is growing in the lawn area approximately two to three feet from the sidewalk and driveway. See Attachment 1.

At the time of inspection the tree was found to be in good condition with visible decay in some of the limbs. This is typical for aging olive trees, which due to the smaller stature of the tree and limbs, poses a minimal hazard for failure. There is minor cracking in the concrete areas, likely due to the roots of the tree.

FINANCIAL ANALYSIS

The cost to remove the tree is estimated at \$700. The cost to trim the tree is estimated to be \$250. The estimated value is \$2,692 based on the ArborPro tree inventory.

Prepared By: Bob Merget, Landscape Supervisor

Reviewed By: Larry Hernandez, Landscape Manager

Bruce Hartley, General Services Director

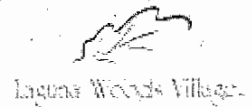
ATTACHMENT(S)

ATT-1: Photographs

ATT-2: Mutual Landscape Request Form



Attachment 2



RECEIVED
MAY 15 2018
LANDSCAPE DIVISION

MUTUAL LANDSCAPE REQUEST FORM

PLEASE NOTE: THIS FORM IS NOT INTENDED FOR ROUTINE MAINTENANCE REQUESTS

For all non-routine requests, please fill out this form. Per the policy of your Mutual, if your request falls outside the scope of the managing agent's authority, it will be forwarded to the Mutual's Landscape Committee for review. If you are unsure whether your request falls into this category, first contact Resident Services at 597-4600 in order to make that determination.

PLEASE RETURN COMPLETED REQUEST FORM TO RESIDENT SERVICES.

Resident/Owner Information

You must be an owner to request non-routine Landscape requests.

3217 VIA CARRIZO UNIT B

Address

5/14/2018

Today's Date

Stanley Cohen

Resident's Name

201 675-9610

Telephone Number

Non-Routine Request

Please checkmark the item that best describes your request. If none apply, please checkmark "Other" and explain.

☒ Tree Removal

☐ New Landscape

☐ Off-Schedule Trimming

☐ Other (explain):

Reason for Request

Please checkmark the item(s) that best explain the reason for your request.

☐ Structural Damage ☐ Sewer Damage ☒ Overgrown ☐ Poor Condition

☒ Litter/Debris ☐ Personal Preference ☒ View Obstruction

☐ Other (explain):

Uneven paving because of roots, originally planted by homeowner not HOA.

GUIDELINES:

- **Structural/Sewer Damage:** Damage to buildings, sidewalks, sewer pipes, or other facilities may justify removal if corrective measures are not practical.
- **Overgrown/Crowded:** Trees or plants that have outgrown the available space may justify removal.
- **Damaged/Declining Health:** Trees or plants that are declining in health will be evaluated for corrective action before removal/replacement is considered.
- **View Blockage:** By nature, view blockage must be reviewed case by case to determine the appropriate course of action.
- **Litter and Debris:** Because all trees shed litter seasonally, generally this is not an adequate reason to justify removal. However, if granted, removal/replacement may be at the resident's expense.
- **Personal Preference:** Because one does not like the appearance or other characteristics of the tree or plant generally does not justify its removal. However, if granted, removal/replacement is usually at the resident's expense.

Attachment 2

Description & Location of Request

Please briefly describe the situation and the exact location of the subject of the request (e.g., "roots of pine tree in front of manor XYZ are lifting the sidewalk"). Attach pictures as necessary.

Roots of Olive Tree in front of 3217 Unit B

Signatures of All Neighbors Affected By This Request

Because your request may affect one or more of your neighbors, it is imperative that you obtain their signatures, manor numbers, and whether they are for, undecided, or against this request.

Signature	Manor #	For	Undecided	Against
<u>Erica Kuby</u>	<u>3215A</u>	<input checked="" type="checkbox"/>		
<u>* Connette Cleveland</u>	<u>3218A</u>	<input checked="" type="checkbox"/>		
<u>Milton Feldon</u>	<u>3217D</u>	<input checked="" type="checkbox"/>		
<u>Linda Thrasher</u>	<u>3216A</u>	<input checked="" type="checkbox"/>		
<u>Barkun Lal</u>	<u>3216B</u>	<input checked="" type="checkbox"/>		
<u>[Signature]</u>	<u>3217-C</u>	<input checked="" type="checkbox"/>		

(Please attach a separate sheet if more signatures are necessary.) 3218-B ✓ FOR

Acknowledgement - Owner

By signing, you are acknowledging this request.

Stanley Cohen
Owner's Signature

Stanley Cohen
Owner's Name



STAFF REPORT

DATE: July 5, 2018
FOR: Landscape Committee
SUBJECT: Tree Removal Request – 3436-P (Costeens) – Silk Oak Tree

RECOMMENDATION

Deny the request for the removal of one Silk Oak tree at Manor 3436-P and trim/inspect on schedule.

BACKGROUND

Mr. Costeens purchased the manor in May 2015. He is requesting the removal of a Silk Oak Tree, *Grevillea, robusta*, located to the rear of the manor. The reasons cited by him for the removal are: the tree is overgrown; drops excessive litter/debris and is a view obstruction. One additional resident signed the Mutual Landscape Request Form in favor of the removal. See Attachment 2.

DISCUSSION

The tree was last trimmed in May 2018. It is scheduled for inspection/pruning in approximately May 2021. It is approximately 40 feet in height with a trunk diameter of approximately 18 inches. It is growing in the shrub bed area approximately eight to ten feet from the manor. See Attachment 1.

At the time of inspection the tree was found to be in fair condition, with no visible signs of decay, insects or hazards. It is typical for mature Silk Oak trees to drop a large amount of leaves and flower debris in the spring. This species will grow to a mature height of 50 feet to 60 feet.

FINANCIAL ANALYSIS

The cost to remove the tree is estimated at \$1,500. The cost to trim the tree is estimated to be \$350. The estimated value is \$3,289 based on the ArborPro tree inventory.

Prepared By: Bob Merget, Landscape Supervisor

Reviewed By: Larry Hernandez, Landscape Manager

Bruce Hartley, General Services Director

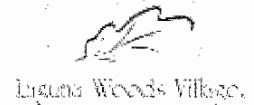
ATTACHMENT(S)

ATT-1: Photographs

ATT-2: Mutual Landscape Request Form



RECEIVED
MAY 29 2018
LANDSCAPE DIVISION



MUTUAL LANDSCAPE REQUEST FORM

PLEASE NOTE: THIS FORM IS NOT INTENDED FOR ROUTINE MAINTENANCE REQUESTS

For all non-routine requests, please fill out this form. Per the policy of your Mutual, if your request falls outside the scope of the managing agent's authority, it will be forwarded to the Mutual's Landscape Committee for review. If you are unsure whether your request falls into this category, first contact Resident Services at 597-4600 in order to make that determination.

PLEASE RETURN COMPLETED REQUEST FORM TO RESIDENT SERVICES.

Resident/Owner Information

You must be an owner to request non-routine Landscape requests.

3436 Bahia Blanca W, Unit P

Address

2018-May-29

Today's Date

Greg D. Costeans

Resident's Name

775-887-0688

Telephone Number

Non-Routine Request

Please checkmark the item that best describes your request. If none apply, please checkmark "Other" and explain.

☒ Tree Removal

☐ New Landscape

☐ Off-Schedule Trimming

☐ Other (explain):

Reason for Request

Please checkmark the item(s) that best explain the reason for your request.

☐ Structural Damage ☐ Sewer Damage ☒ Overgrown ☐ Poor Condition

☒ Litter/Debris ☐ Personal Preference ☒ View Obstruction

☐ Other (explain):

GUIDELINES:

- Structural/Sewer Damage: Damage to buildings, sidewalks, sewer pipes, or other facilities may justify removal if corrective measures are not practical.
- Overgrown/Crowded: Trees or plants that have outgrown the available space may justify removal.
- Damaged/Declining Health: Trees or plants that are declining in health will be evaluated for corrective action before removal/replacement is considered.
- View Blockage: By nature, view blockage must be reviewed case by case to determine the appropriate course of action.
- Litter and Debris: Because all trees shed litter seasonally, generally this is not an adequate reason to justify removal. However, if granted, removal/replacement may be at the resident's expense.
- Personal Preference: Because one does not like the appearance or other characteristics of the tree or plant generally does not justify its removal. However, if granted, removal/replacement is usually at the resident's expense.

Description & Location of Request

Please briefly describe the situation and the exact location of the subject of the request (e.g., "roots of pine tree in front of manor XYZ are lifting the sidewalk"). Attach pictures as necessary.

Large tree close to balcony should be removed because

- 1) constant shedding, year round, necessitates inordinate daily cleaning of furniture on balcony and patio before using
- 2) shedding also discolours balcony floor
- 3) obstructs beautiful, panoramic view of hills, diminishing property value and enjoyment

Signatures of All Neighbors Affected By This Request

Because your request may affect one or more of your neighbors, it is imperative that you obtain their signatures, manor numbers, and whether they are for, undecided, or against this request.

Signature	Manor #	For	Undecided	Against
Gonna A Bayle	3436C	X		

(Please attach a separate sheet if more signatures are necessary.)

Acknowledgement - Owner

By signing, you are acknowledging this request.

Greg D. Costeaus

Owner's Signature

Greg D. Costeaus

Owner's Name



STAFF REPORT

DATE: July 5, 2018
FOR: Landscape Committee
SUBJECT: Tree Removal Request – 2192-E (Lu) – Coast Redwood

RECOMMENDATION

Approve the request for the removal of one Coast Redwood at Manor 2192-E.

BACKGROUND

Ms. Lu purchased the manor in October 2017. She is requesting the removal of a Coast Redwood tree, *Sequoia, sempervirens*, located on the side of the manor. The reasons cited by her for the removal are: the tree is causing structural damage; it is overgrown, in poor condition and drop excessive litter/debris. Three additional residents have signed the Mutual Landscape Request Form in favor of the removal. See Attachment 2.

DISCUSSION

The tree was last trimmed in September 2017 and is scheduled for inspection/pruning in approximately September 2020. It is approximately 54 feet in height with a trunk diameter of approximately 33 inches. It is growing in the shrub bed area approximately one to two feet from the patio wall and immediately adjacent to the manor foundation. While no damage to the structure was observed, it is the opinion of staff that the tree will cause damage to the foundation as it matures. See Attachment 1.

At the time of inspection the tree was found to be in poor condition with visible branch die-back and decay in the canopy. The high summer temperatures cause stress for this northern California species of tree, leading to a slow decline. The rate of decline and mortality varies with winter rain amounts and the peak summer heat each year. The majority of the Coast Redwoods in the Village have been removed over the past several years. If approved, the removal would be scheduled prior to October 2018.

FINANCIAL ANALYSIS

The cost to remove the tree is estimated at \$3,100, with an estimated value of \$4,107.

Prepared By: Bob Merget, Landscape Supervisor

Reviewed By: Larry Hernandez, Landscape Manager

Bruce Hartley, General Services Director

ATTACHMENT(S)

ATT-1: Photographs

ATT-2: Mutual Landscape Request Form





Attachment 2

MUTUAL LANDSCAPE REQUEST FORM

PLEASE NOTE: THIS FORM IS NOT FOR ROUTINE MAINTENANCE REQUESTS

Your request is important to us and will be handled accordingly. Per the policy of your Manor, if your request falls outside the scope of the managing agent's authority, it will be forwarded to the Landscape Committee for their review. If you are unsure whether your request falls into this category, first please contact your area's landscape supervisor through Property Services at 597-4600 in order to make that determination. If this is the case, then first you will receive a written confirmation acknowledging receipt of your request with an explanation of the review process. Once reviewed by the Committee, a recommendation will be made to the Board of Directors for action. You will then be notified of the Board's decision. Please be patient as this process can take from a few weeks to a month or longer.

Date: 6-11-18

Address: 2192 Via Mariposa E, #E

Requestor Signature: _____

Print Name KATY LU

(owner signature is required on the line above if the requestor is a lessee or occupant)

Request (please check): REFER TO GUIDELINES ON REVERSE SIDE

☒ Tree Removal ☒ Plant Replacement ☐ Off-Schedule Trimming

☐ Landscape Design Change (e.g., Alteration of Turf and/or Flower Bed, Paved Planter Conversion, Stepping Stones, Mortarless Block Garden Walls, etc.): **Please note that all requests for design changes must include a design plan with a description (including a list of plant selections and/or materials, if applicable).**

☐ Other (explain): Please kindly replace the Jacaranda to Italian rock pine tree in front and next to #2192 E. (There are 2 huge trees surround 2192 #E)

Reason (please check): REFER TO GUIDELINES ON REVERSE SIDE

☒ Structural Damage ☐ Sewer Damage ☒ Overgrown ☒ Poor Condition

☒ Litter/Debris ☐ Personal Preference ☐ View Obstruction ☐ Other (explain):

The oversized trees has blocked the growth of grass and the root has damaged the patio.

Description & Location: In front of 2192 #E and between 2192 & 2193 Via MARIPOSA East. ~ Thanks!

Signatures of All Neighbors Affected by this Request (owner signature is required below for lessees and occupants of neighboring residences):

Signature	Manor #	For	Undecided	Against
<u>Katy Lu</u>	<u>2192 E</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<u>2192 D</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Cheryl Bunt</u>	<u>2193 D</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Sylvia Ng</u>	<u>2193 A</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please attach a separate sheet if more signatures are necessary.)

PLEASE FORWARD COMPLETED REQUEST FORM TO:

Laguna Woods Village Landscape Division
P. O. Box 2220, Laguna Hills, CA 92654-2220