



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

**Thursday, May 6, 2021 – 9:30 a.m.
VIRTUAL MEETING
Laguna Woods Village
24351 El Toro Road, Laguna Woods, CA**

Laguna Woods Village owners/residents are welcome to participate in all open committee meetings and submit comments or questions regarding virtual meetings using one of three options:

1. *Join the meeting via Zoom by using this link: <https://zoom.us/j/92325659805>*
2. *Via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name Third Landscape Committee in the subject line of the email. Name and unit number must be included.*
3. *By calling (949) 268-2020 beginning one half hour before the meeting begins and throughout the remainder of the meeting. You must provide your name and unit number.*

AGENDA

1. Call to Order
2. Acknowledgment of Media
3. Approval of the Agenda
4. Approval of Meeting Report for April 1, 2021
5. Chair Remarks
6. Department Head Update
 - a. Project Log
 - b. Tree Work Status Report

Consent:
None

Items for Discussion and Consideration

7. Tree Removal Request: 2235-C Via Puerta (Plata) – One Weeping Fig tree
8. Landscape Revision Request: 3032-A Via Vista
9. Tree Removal Request: 5146 Miembro (Ku) – Two White Mulberry trees
10. Tree Removal Request: 5566-B Via Portora (Rose) – One Fern Pine tree
11. Mission Landscape Slope Contract Change Order

12. Member Comments (Items Not on the Agenda)
13. Response to Member Comments

Future Agenda Items

Concluding Business:

14. Committee Member Comments
15. Date of Next Meeting – Thursday, June 3, 2021 at 9:30 a.m.
16. Adjournment

Lynn Jarrett, Chair
Kurt Wiemann, Staff Officer
Eve Morton, Landscape Coordinator
Telephone: 949-268-2565



OPEN MEETING

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

Thursday, April 1, 2021 – 9:30 a.m.

VIRTUAL MEETING

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

REPORT

COMMITTEE MEMBERS PRESENT: Chair - Lynn Jarrett, Annie McCary, Reza Karimi, Ralph Engdahl, Donna Rane-Szostak

COMMITTEE MEMBERS ABSENT:

OTHERS PRESENT:

ADVISORS PRESENT:

STAFF PRESENT: Kurt Wiemann, Eve Morton

1. Call to Order

Chair Jarrett called the meeting to order at 9:30 a.m.

2. Acknowledgement of Media

No media was present.

3. Approval of the Agenda

Director Karimi made a motion to approve the agenda. The motion passed with a unanimous vote.

4. Approval of the March 4, 2021 Report

Director Rane-Szostak moved to approve the Report. The motion passed with a unanimous vote.

5. Committee Chair Remarks

Chair Jarrett stated that they are looking to perhaps increase the shrub bed maintenance cycles.

It's spring time and everything is growing fast. Thistles are tall.

Chair Jarrett asked residents to please go through Resident Services for any landscaping requests.

6. Department Head Update

Mr. Wiemann reported that everything is growing fast and asked that people be patient. The crews are a week ahead of schedule so are doing some mulch applications in Third. The Landscaping schedule is always on the website. Or you can call Resident Services to see when Landscaping is scheduled to be in your area next.

Staff started spraying the turf for weeds last week. There is an odor when it is applied but non-odor spray is very expensive. The turf spraying schedule is also on the website.

There are now 12 brand new mowers on order. They are much more efficient than the older ones.

A shade structure was completed at the Nursery. The second structure will soon be completed.

There was a pre-construction meeting for irrigation at the Nursery.

6a. Project Log

Mr. Wiemann reviewed the Project Log information with the committee and answered some questions.

Director Karimi asked about the landscaping adjacent to curb/walls outside the gates. Mr. Wiemann reported that it is City property and he will ask them to clean it up.

Chair Jarrett stated that the Landscape Manual has a lot of valuable information in it for residents.

6b. Tree Work Status Report

Mr. Wiemann reviewed this report with the committee.

Consent:

None

Items for Discussion and Consideration

7. Tree Removal Request: 3422-E (Leung) – One Indian Laurel Fig tree

Director McCary made a motion to accept staff recommendation and approve this request. Director Engdahl seconded. The committee was in unanimous support.

8. Tree Removal Request: 5509-C (Macke) – One Rusty Leaf Fig tree

Director Engdahl made a motion to accept staff recommendation and approve this request. Director Karimi seconded. The committee was in unanimous support.

9. Member Comments (Items Not on the Agenda)

One member thanked Kurt for helping with the slope. She thanked employees for their hard work. She is hoping there will be more money in the next budget so more can be done. Thank you.

One member said CDS361 contacted him to mention that the grass is very tall and asked that it be cut. Overall everything is looking good. Tree trimming is happening and that is great.

10. Response to Member Comments

Mr. Wiemann will speak to the Supervisor regarding CDS361.

Future Agenda Items

Concluding Business:

11. Committee Member Comments

Chair Jarrett stated that Mr. Wiemann is doing a wonderful job and things have been getting better. He has made a significant difference. He has budgeted well with the money he has to work with. Thank you. Thank you to the committee members.

12. Date of Next Meeting – Thursday, May 6, 2021 at 9:30 a.m.

13. Adjournment at 10:25 a.m.



Lynn Jarrett, Chair

Kurt Wiemann, Staff Officer

Eve Morton, Landscape Coordinator – 268-2565

Third Mutual Landscape Project Log

May 2021

2021 Reserve Fund Projects (YTD March 31, 2021)

Project	Contractor	Description	Status	Estimated Completion	Completion*	Budget	YTD*	Balance
Tree Maintenance	West Coast Arborists	The annual program, a combination of contracted work and in-house staff, working on a 5 year species-based trim cycle. Contractor performs mainly scheduled annual maintenance and isolated removals. Staff crew focuses on customer service.	Contracted tree crews trimmed 760 trees, removed 9, and planted 0 trees.	Annual Program	18%	\$402,397	\$73,972	\$328,425
	In-House Tree Crew		As of March 31, 2021, the in-house crew trimmed 430 trees; removed 56 trees and planted 1 tree.		19%	\$518,972	\$99,091	\$419,881
Landscape Modernization	Staff	Elimination of highest water using turf areas; replacing with water efficient landscapes.	Committee approved locations 2/4/21; Estimated start date Spring 2021	TBD	0%	\$141,121	\$0	\$141,121
Slope Maintenance Outsourced	Mission Landscape	Annual Maintenance	In progress	Annual Program	33%	\$473,650	\$154,543	\$319,107
Fire Risk Reduction	TBD	Project includes the removal of vegetation with a high risk of fire.	Staff is negotiating with OC Parks and Nature Preserve for extension of fire fuel reduction.	TBD	0%	\$180,000	\$0	\$180,000
Operations Contracts								
Grounds Maintenance Services	Adams Landscape	This annual program includes grounds maintenance services and herbicide spraying for buildings 2109-2120, 2126-2129, 2131-2136, 2166-2182, 2192-2208, and 2221-2405..	In March, the contracted crew performed landscape services for buildings 2109-2120, 2126-2129, 2131-2136, 2221-2251, 2356-2378, 2380-2383, 2400, and 2402-2405 totaling 84 buildings. As of March 31, 2021, they have trimmed 247 buildings.	Annual	8%	\$300,789	\$63,186	\$237,603

*Completion based upon invoices received to-date. In-house expenses not included.

Third Mutual Off Schedule Tree Work							
Date	Manor	Description	Tree Type	Labor Hours	Reason	Decision Level	
10/12/2020	5144	Clearance	Ca Pepper	4	Touching roof	Staff	
10/12/2020	4007-1A	Clearance	Ficus	4	Touching roof	Staff	
10/13/2020	4022-P	Clearance	Carrotwood	3	Touching roof	Staff	
10/19/2020	2405-2A	Clearance	Queen Palm	2	On Patio	Staff	
10/20/2020	2119-S	Removal	CA Pepper	4	DEAD	Staff	
10/20/2020	5487-b	Trim20/20	Queen Palm	3	Seed Pods	Staff	
10/20/2020	5358-O	Removal	Volunteer palms	2.5	Volunteers	Staff	
10/20/2020	5266	Clearance	Carrotwood	3	On Patio	Staff	
10/20/2020	3215-D	Removal	Metrosideros	3.5	Pest/trunk decay	Staff	
10/20/2020	3215-D	Trim	Brazilian Peppers	5	Remove end weight	Staff	
10/20/2020	5483-C	Trim	Rusty leaf fig	3	Remove end weight and thin	Staff	
10/20/2020	3492-B	Trim	Crape Myrtle	2	Remove deadwood	Staff	
10/20/2020	3514-C	Trim	Magnolia	2	Remove deadwood	Staff	
10/23/2020	3436-A	Trim	Silk Oaks (4)	8	Remove end weight and thin	Staff	
11/3/2020	2392	Removal	Liquid Amber	4	Dead	Staff	
11/4/2020	2391	Removal	Fern Pine	5	Dead	Staff	
11/6/2020	3355	Removal	Sweetshade	4	Decay in root system	Staff	
11/20/2020	3355	Removal	Queen Palm	3	Tree uprooted, poor rooting	Staff	
11/30/2020	3351	Removal	Carrotwood	5	Dieback due to pest	Staff	
12/4/2020	3356	Trim	Peppermint	4.5	End weight, full trim to balance	Staff	
12/4/2020	3355	Trim	Red Iron Bark	4	End weight, full trim	Staff	
12/7/2020	3491	Clearance	Olive	3	Clearance trim on roof	Staff	
12/7/2020	3491	Clearance	Olive	3	Clearance trim on building	Staff	
12/7/2020	3491	Clearance	Carrotwood	3	Clearance trim on building	Staff	
12/11/2020	5463	Removal	Star Pine	5	Sharp lean growing into other tree	Staff	
12/11/2020	5463	Trim	Red Gum Euc	2.5	Dead branch Hanger and end weight	Staff	
12/17/2020	2326	Removal	Ca. Pepper	5.5	Dead due to pest/disease	Staff	
12/18/2020	4001	Removal	Atlas Cedar	6	Dead, pest, Poly Shot hole bore	Staff	
12/22/2020	5377	Clearance	Podocarpus	4	Clearance trim of manor	Staff	
12/29/2020	3335	Clearance	Cajeput	3	Clearance trim off of roof	Staff	
12/29/2020	3335	Clearance	Bottle Brush	2.5	Clearance trim off of manor	Staff	
12/30/2020	3114	Clearance	Bottle Brush	2.5	Clearance trim off of manor	Staff	
1/4/2021	5395	Removal	Weeping Fig	25	Board Approved Removal	Board	
1/4/2021	3275-O	Clearance	Bushy Yate	3	Clearance from manor	Staff	
1/4/2021	3224-B	Clearance	Carolina cherry	3.5	Clearance from sunroom	Staff	

1/7/2021	5371-3D	Clearance	Bottle Tree	3	Clearance from manor	Staff
1/15/2021	3498-2B	Clearance	Rusty leaf fig	4	Clearance from manor	Staff
1/21/2021	5323-Q	Clearance	Red Iron Bark	3	Clearance from manor	Staff
1/25/2021	5518	Remove Branch	Carob	2	Storm related branch down	Staff
1/26/2021	5356	Remove Branch	Lemon scented gum	3	Storm related branch down	Staff
1/26/2021	3384	Remove Tree	Queen Palm	2	Storm related removal	Staff
1/26/2021	3143	Hanging branch	Brazilian pepper	2	Storm related	Staff
1/26/2021	3487	Hanging branch	Spotted gum	3	Storm related	Staff
1/26/2021	3487	Removal	Carrotwood	5	Storm related	Staff
1/26/2021	3488	Removal	Carrotwood	4	Storm related	Staff
1/26/2021	5479	Removal	Bottle brush	4	Storm related	Staff
1/26/2021	3064	Hanging branch	Cajeput tree	3	Storm related	Staff
1/26/2021	3057	Removal	Aleppo pine	4	Storm related	Staff
1/26/2021	5547	Removal	Ca Pepper	3	Storm related	Staff
1/26/2021	5111	Hanging branch	Ca Pepper	2	Storm Related	Staff
1/27/2021	2377	Removal	Australian willow	4	Storm Related	Staff
1/27/2021	430	Hanging branch	Brazilian pepper	3	Storm Related	Staff
1/27/2021	3104	Hanging branch	Silver Dollar Gum	3	Storm Related	Staff
1/28/2021	5329	Removal	Australian Willow	5	Storm Related	Staff
1/29/2021	5517	Hanging branch	Fern pine	3	Storm Related	Staff
1/29/2021	3150	Lean/uprooting	Australian Willow	3	Storm Related	Staff
2/8/2021	3215	Clearance	Little Gem	1	Touching window	Staff
2/8/2021	3465	Hanging branch	Silver Dollar Gum	3	End weight	Staff
2/8/2021	5348	Clearance	Camphor	3	Touching Roof	Staff
2/8/2021	5348	Clearance	Camphor	2.5	Touching roof	Staff
2/9/2021	5350	Hanging branch	Camphor	3	End Weight	Staff
2/16/2021	5003	Removal	Bottlebrush	2	Uprooted	Staff
2/16/2021	2383	Removal	Holy	2.5	Out grown the area	Staff
2/22/2021	2395	Removal	2 Pink Trumpet	4	Failed due to poor root structure	Staff
2/22/2021	2337	Removal	Sapota	2	Dead	Staff
2/22/2021	5222	Removal	Edible Loquat	3	Fruit tree removal request	Resolution
2/22/2021	5509	Removal	Magnolia	3	Pest/trunk decay	Staff
2/22/2021	3044	Hanging branch	Aleppo Pine	4	End weight	Staff
2/24/2021	5557	Clearance	Canary Island Pine	3	Touching roof	Staff
2/24/2021	5558	Clearance	Sothorn Magnolia	1.5	Touching Eve	Staff
2/26/2021	3027	Hanging branch	Stone Pine	3	End weight	Staff
3/1/2021	2294	Removal	Avacado	2.5	Fruit tree removal request	Resolution

3/1/2021	2295	Removal	Carrotwood	3.5	Pest/trunk decay	Staff
3/1/2021	2303	Removal	Carolina Cherry	2.5	Pest/trunk decay	Staff
3/1/2021	2264	Hanging branch	Canary Island Pine	4	End weight	Staff
3/1/2021	3026	Removal	New Zealand Christmas tree	2.5	Decay in root system, termites	Landscape Director
3/2/2021	5359	Clearance	3 Southern Magnolia	4	Touching building	Staff
3/12/2021	2255	Removal	2 Ficus	4	Uprooted	Staff
3/12/2021	2297	Removal	Queen Palm	2	Dead	Staff
3/12/2021	5393	Clearance	Carrotwood	4	Touching roof	Staff
3/19/2021	5371-1B	Clearance	Weeping Bottlebrush	4	Touching roof	Staff
3/19/2021	3340	Hanging branch	Carrotwood	4	End weight	Staff
3/19/2021	3528	Clearance	Carrotwood	4	Touching roof	Staff
3/22/2021	3242	Trim	Silver Dollar Gum	5	Heavy end weight	Staff
3/23/2021	3528	Clearance	Carrotwood	3	Touching roof	Staff
3/23/2021	3340	Clearance	Carrotwood	4	End weight	Staff
3/23/2021	5334	Clearance	Crape Myrtle	3	Touching patio	Staff
3/29/2021	3001	Trim	Ficus Benjamina	5	Heavy branches	Staff
3/29/2021	4006	Hanging branch	Iron Bark	4	Hanger in canopy	Staff
4/7/2021	3081	Trim	Carrotwood	4	Heavy branches	Staff
4/7/2021	3082	Trim	Carrotwood	4	Heavy branches	Staff
4/8/2021	3515	Clearance	Bottlebrush	3	Branches on patio	Staff
4/8/2021	3497	Clearance	Malaluca	4	Branches on building	Staff
4/19/2021	3515	Clearance	Holly	2	Branches on garage	Staff
4/20/2021	3228	Removal	Carob	4	Volunteer at split rail fence	Staff

STAFF REPORT

DATE: May 6, 2021
FOR: Landscape Committee
SUBJECT: Tree Removal Request: 2235-C Via Puerta (Plata) – One Weeping Fig tree

RECOMMENDATION

Approve the request for the removal of the removal of one Weeping Fig tree.

BACKGROUND

Ms. Plata purchased the manor in November 2017, and is requesting the removal of one Weeping Fig tree, *Ficus, benjamina* located at the front of the manor. The reasons cited for the removal are structural damage, sewer damage, poor condition, liter/debris, and the potential of uprooting due to surface roots and a lean. There are no additional signatures on the Mutual Request Form (Attachment 1).

The tree was last pruned in May 2020. Future trimming is tentatively scheduled for fiscal year 2022. The height of the tree is approximately 50 feet with a trunk diameter of approximately 28 inches. The tree is approximately seven feet from the entrance sidewalk, nine feet from the manor, and four feet from the main walkway (Attachment 2).

DISCUSSION

At the time of inspection, the tree was found to be in poor condition with a very poor shaped canopy. There are many branches with end weight most likely due to a previous infestation of white fly which caused small branches to defoliate.

Due to the proximity to the manor, the tree's canopy hangs approximately 18 feet over the roof of the manor. In order to trim away from the roof line, this would require at least sixty percent of the canopy to be trimmed. With this type of hard trimming, the tree would react with a tremendous amount of response growth. When Ficus tree canopies are opened up, the amount of new sun light causes the tree to escalate its growth rate.

The area has a number of surface roots which is typical for this species of tree, however, staff did notice there are a lot of medium sized crossing roots. These are roots growing over other roots in a different direction, which is often a sign of poor root structure. The tree also has a slight lean away from the manor. The poor root structure, combined with the end weight, is not a favorable combination. Also, there has been grinding done to the sidewalk due to an off-set lip caused possibly by the nearby surface roots.

There have been no reports of any mainline blockages in the database.

FINANCIAL ANALYSIS

The cost to remove the tree is estimated at \$1,652, the cost to trim the tree is estimated at \$650, and the estimated value of the tree is \$3,260 based on the tree inventory data.

Prepared By: Bob Merget, Landscape Manager

Reviewed By: Kurt Wiemann, Director of Landscape Services

ATTACHMENT(S)

Attachment 1: Mutual Landscape Request Form

Attachment 2: Photographs



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.

2235 VIA PUERTA unit C

Address

03-13-2021

Today's Date

JESSIE M. PLATA

Resident's Name

818-389-9239

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): PLEASE SEE ATTACHED LETTER

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

Other (explain): PLEASE SEE ATTACHED LETTER

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.
- 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.

Tessie M. Plata
Owner's Signature

TESSIE MENDOZA PLATA
Owner's Name

OFFICE USE ONLY

MOVE-IN DATE: _____
530 _____ 540 _____

DATE: _____ INITIALS: _____
570 _____ LAST PRUNED: _____

RELANDSCAPED: _____

NEXT TIME: _____

TREE SPECIES: _____

COMMENTS: _____

TREE VALUE: _____ TREE REMOVAL COST: _____

ID # 201212

3/13/2021

Dear Landscape Management,

RE: STRUCTURAL DAMAGE - FIGS TREE near the BEDROOM

There has been several requests on your file since I moved on November 2017 about requests to take care of this big figs tree, to be removed & be replaced.

Figs tree roots are so abundant and so scattered, its leaning towards the side of the streets now and about to fall down because of its heavy weight. I don't want to be

waiting for that big time to happen since this figs tree is real close to my bedroom.

Once this gives up the condo's bedroom can get "UPROOTED AND DESTROYED". I am requesting the Landscape management people to take care of this request ASAP. (as soon as possible)

Your immediate attention on this is really appreciated.

Sincerely,

Jessie Mendoza Plata

(818) 389-9239

(818) 389-9239

ATTACHMENT 2









STAFF REPORT

DATE: May 6, 2021
FOR: Landscape Committee
SUBJECT: Landscape Revision Request: 3032-A Via Vista

RECOMMENDATION

1. Approve the request to retain non-standard landscape material directly adjacent to the exclusive use patio.
2. Require the requestor to remove all plant material, stepping stones, concrete block etc. from the common area slope.
3. Require the requestor to remove all clutter from the exclusive use patio and adjacent common area.

BACKGROUND

Ms. Gandall is requesting permission to keep the non-standard landscape plant material and stepping stones directly adjacent to the subject manor.

DISCUSSION

The requesting resident has made numerous changes to the common area slope adjacent to her residence, including fruit trees, roses, stepping stones and succulents (Attachment 1). There is also an approved extended patio and mortar-less block retaining wall. Many of these changes were made under the defunct yellow stake program with the approval or indifference of the Mutual.

Staff has reviewed the area and has found these numerous changes to the common area on the slope requires frequent maintenance, including requiring climbing the slope to access some of these plants. The resident has installed concrete block and clay tile to access these plants. These stepping stones are a safety hazard and need to be removed.

Some of the plant material is of a quality which requires low water and little maintenance. It is the opinion of staff that some these plants, e.g. Penstemon, Bulbines, Rosea Ice Plant, fit the Mutual slope palette and can remain. The mortar-less block retaining wall was installed by staff as a chargeable service in 2011 and should also remain as it is functional in preventing erosion to the slope or damage to the building foundation.

Ms. Gandall has provided staff with documentation of correspondence between herself and the Mutual since 2010, showing she was cooperating with the Landscape Department and Committee over the years. Given the fact that much of the non-standard planting was installed with the knowledge of the Mutual, it is staff's opinion that she should be permitted to keep plants she can maintain directly from her patio without accessing the slope. Additionally, the small stepping stone walkway installed in the shrub bed was installed with the permission of staff and can remain. All other changes in the common area should be removed including rose bushes, pots, steps, tiles, etc.

FINANCIAL ANALYSIS

There is no cost involved with this request.

Prepared By: Kurt Wiemann, Director of Landscape Services

Reviewed By: Eve Morton, Landscape Coordinator

ATTACHMENT(S)

Attachment 1: Photographs

Attachment 2: Mutual Landscape Request Form

ATTACHMENT 1







ATTACHMENT 2



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.

3032 A
Address

February 19, 2021
Today's Date cell

Beverly Gandall
Resident's Name

949-768-5030; 949-748-0774
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): Remedies for ongoing erosion and Landscape maintenance problem

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, Other (explain): EROSION, SECURE FOOTING: See ATTACHMENTS

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.
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.

See ATTACHMENTS and
Neighbors' signatures

Signatures of All Neighbors Affected By This Request

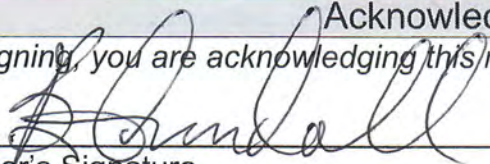
Because your request may affect one or more of your neighbors, it is imperative that you obtain their signatures, manor numbers, and whether they are for, undecided, or against this request.

Signature	Manor #	For	Undecided	Against

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

Acknowledgement - Owner

By signing, you are acknowledging this request.


Owner's Signature

Beverly Gandall
Owner's Name

OFFICE USE ONLY

MOVE-IN DATE: _____ DATE: _____ INITIALS: _____

530 _____ 540 _____ 570 _____ LAST PRUNED: _____

RELANDSCAPED: _____ NEXT TIME: _____

TREE SPECIES: _____

COMMENTS: _____

TREE VALUE: _____ TREE REMOVAL COST: _____

The rain gutters are unable to handle amount of rain causing off roof causing a sheet of rain pouring down causing severe erosion.

Just landscape Dept. allowed stepping stones to help with erosion and to help maintain plantings.



Replace roof tiles
w/ wind sor blocks
as steps to reach
either side to
maintain slope
area.



Windsor blocks
to be reset as
steps to reach
either side to
maintain slope
area.



STAFF REPORT

DATE: May 6, 2021
FOR: Landscape Committee
SUBJECT: Tree Removal Request: 5146 Miembro (Ku) – Two White Mulberry trees

RECOMMENDATION

Approve the request for the removal of two White Mulberry trees.

BACKGROUND

Ms. Ku purchased the manor in April 2007, and is requesting the removal of two White Mulberry trees, *Morus, alba* located at the rear of the manor. The reasons cited for the removal are structural damage, sewer damage, overgrown, and litter/debris. There are no additional signatures on the Mutual Request Form (Attachment 1).

The trees were last pruned in June of 2020. Future trimming is tentatively scheduled for fiscal year 2021. The height of the trees are approximately 30 feet with a trunk diameter of approximately 20 inches. The trees are growing approximately four feet from the patio area and Cypress hedge (Attachment 2).

DISCUSSION

At the time of inspection, the trees were found to be in poor condition with un-balanced canopies due to the proximity to the large Cypress hedge and manor. Both trees have large pockets of decay in the trunks, as well as many surface roots. One of the trees has decay at the base of the trunk resulting from termite activity.

Over the years, the trees have been trimmed for clearance issues due to the hedge of Cypress separating this manor from the neighbor behind. This trimming has resulted in poor limb taper and weak limb attachment. Given the rapid growth of these types of trees, they really need to be on an annual trim cycle. However, due to the large amounts of decay in the canopies and that the overall health of these trees is in decline, combined with the poor root structure, it is recommended to remove them prior to eventual full failure.

FINANCIAL ANALYSIS

The cost to remove both trees is estimated at \$2,000, the cost to trim both trees is estimated at \$400. The estimated value of both trees is \$1,680 based on the tree inventory data.

Prepared By: Bob Merget, Landscape Manager

Reviewed By: Kurt Wiemann, Director of Landscape Services

ATTACHMENT(S)

Attachment 1: Mutual Landscape Request Form
Attachment 2: Photographs



Laguna Woods Village

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.

5146 miembro
Address

4/8/2021
Today's Date

LIANG C. KU
Resident's Name

(949)587-5737
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

Other (explain): I sent a long message to Mr. Kurt Rahn. Finally Bob Mergot came here. I showed him pictures of Tocht's drain hole back covered by tree roots. Foundation cracked in front. Living room tile cracking.

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.
- 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. Back yard No more grass, only mud. cracked slab (had to replace). Not more grass.
- 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.

I can NOT sit out anymore. The 2 slabs outside my bedroom covered by shade, when

one of the big tree branches cracked my patio. I didn't even know, until rain of rain coming down, grazed my sofa in patio.

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.

*Bob Merget was here, He know the situation here, plus
 9 cypress evergreen got disease + will be removed.
 It is disgraceful! No one care about my back yard. My neighbors
 backyard (everywhere is beautiful - green is green cypresses are healthy!)*

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
<i>No Neighbors are involved.</i>				
<i>→ You should come to compare my back yard & my neighbor's back yard. Really like Heaven + Hell</i>				

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

Acknowledgement - Owner

By signing, you are acknowledging this request.

[Signature]
 Owner's Signature

LIANG C. KU
 Owner's Name

OFFICE USE ONLY

MOVE-IN DATE: _____ DATE: _____ INITIALS: _____
 530 _____ 540 _____ 570 _____ LAST PRUNED: _____
 RELANDSCAPED: _____ NEXT TIME: _____
 TREE SPECIES: _____
 COMMENTS: _____
 TREE VALUE: _____ TREE REMOVAL COST: _____

ATTACHMENT 2







STAFF REPORT

DATE: May 6, 2021
FOR: Landscape Committee
SUBJECT: Tree Removal Request: 5566-B Via Portora (Rose) – One Fern Pine tree

RECOMMENDATION

Deny the request for the removal of one Fern Pine tree.

BACKGROUND

Ms. Rose purchased the manor in January 1995, and is requesting the removal of one Fern Pine tree, *Afrocarpus, gracilior* located at the front of the manor. The reasons cited for the removal are litter/debris, surface roots, and leaves causing slip and falls. There are two additional signatures on the Mutual Request Form in favor of the removal (Attachment 1).

The tree was last pruned in May of 2020. Future trimming is tentatively scheduled for fiscal year 2023. The height of the tree is approximately 30 feet with a trunk diameter of approximately 26 inches. The tree is growing approximately five feet from the common and entrance walkways (Attachment 2).

DISCUSSION

At the time of inspection, the tree was found to be in good condition with a well-balanced canopy, no pests, no prior pest damage, or trunk damage. The tree has a well-rounded root flair equally proportioned around the base. There is one medium surface root that will be removed by staff with an axe. No root trenching is required at this time. When the sidewalk was replaced, the roots were removed during the demolition.

There are a number of cracks in the manor's driveway, however, staff does not believe the cracks are from the tree but rather settling of the driveway. If the driveway is repaired or replaced, any roots would be removed and root barrier material installed at that time.

FINANCIAL ANALYSIS

The cost to remove the tree is estimated at \$1,534, the cost to trim the tree is estimated at \$100. The estimated value of the tree is \$6,080 based on the tree inventory data.

Prepared By: Bob Merget, Landscape Manager

Reviewed By: Kurt Wiemann, Director of Landscape Services

ATTACHMENT(S)

Attachment 1: Mutual Landscape Request Form
Attachment 2: Photographs



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.

5566-B V/A PORTORA 3/9/2021
Address Today's Date

ELLEN ROSE (949) 637-5356
Resident's Name Telephone Number

Non-Routine Request

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

- Tree Removal (checked)
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 (checked)
Personal Preference
View Obstruction
Other (explain): LEAVES SLIPPERY - TWO NEAR FALLS !! DANGEROUS ROOTS HAZARDOUS

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.

I WILL GRADUALLY REPLACE TREE AT MY EXPENSE

MARCH 4' 2021

TREE ROOTS PULLED UP CEMENT
SLABS A COUPLE OF YEARS AGO. (2 SLABS
EACH 4' X 7') THEY WERE REPLACED
BUT ROOTS WERE NOT CUT.

NOW ROOTS ARE SO THICK AND ABOVE
GROUND THAT MY FRIEND STUMBLED
AND ALMOST FELL. JUST LAST WEEK.
(2ND PERSON TO CATCH FOOT.)

THIS TREE IS A HAZARD AND
VERY DANGEROUS. PLEASE REMOVE

THANK YOU

ELLEN ROSE

5566-B VIA PORTORA

(949) 637-5356

BUB MERGET

ATTACHMENT 2









STAFF REPORT

DATE: May 6, 2021
FOR: Landscape Committee
SUBJECT: Mission Landscape Slope Contract Change Order

RECOMMENDATION

Approve the request for a Contract Change Order in the amount of \$40,745.80

BACKGROUND

On December 8, 2020, the Board of Directors approved a contract for Slope Maintenance and Renovation in the amount of \$473,650 with Mission Landscape (Attachment 1). The approved Change Order Policy requires Committee approval for any Contract Change Order up to 10 percent of the original contract price.

DISCUSSION

Third Laguna Woods Mutual was inspected by Orange County Fire Authority (OCFA) and a report was subsequently provided to staff. The report (Attachment 2) indicates ten areas in the Village which do not meet OCFA Fire Fuel Reduction requirements which are that ground cover be below two feet tall and that there is vertical separation between shrubs and trees. Most of these areas are already covered by the existing contract and will be remedied in the near future. Two of the areas are not part of the existing contract and the contractor will be able to complete those, at the contract square foot unit price, via this Change Order.

Additionally, there are 13,900 square feet (SF) of slopes with Acacia that needs to be removed per direction from OCFA. These areas were provided to staff following the 2020 inspection and were covered in an agreement between staff and OCFA to spread the costs of the Acacia removal and replanting over two years; most of the work was completed last year. Staff recommends adding this work to the contract with Mission Landscape as they have successfully performed on slope work for several years and are very familiar with the community. To reduce costs, the plant material and mulch for this work will be provided by the Mutual.

FINANCIAL ANALYSIS

The cost to renovate the areas indicated in the OCFA inspection report is \$15,864.80, (\$0.164 per SF). The cost to remove and replant the Acacia areas is \$24,881.00. As all of this work is related to fire prevention, there are sufficient funds in the Fire Fuel Reduction Fund in the 2021 Business Plan for this work.

Prepared By: Kurt Wiemann, Director of Landscape Services

Reviewed By: Eve Morton, Landscape Coordinator

ATTACHMENT(S)

Attachment 1: Contract with Mission Landscape, Inc
Attachment 2: OCFA Fire Fuel Inspection Report (Map)

2. PAYMENT AND INVOICING

Payment shall be made to CONTRACTOR, at the address listed on page one of this contract. CORPORATION agrees to pay the sum of **FOUR HUNDRED SEVENTY THREE THOUSAND SIX HUNDRED FIFTY AND 10/100 DOLLARS (\$473,650.10)** as noted below;

Slope Maintenance	\$38,635.83	x 12 months =	\$463,630.00
Slope Renovation			\$10,020.00
Totals			\$473,650.00

Additional Service rates if requested, proposed and approved

Slope Renovation Cost per Square Foot.....	\$0.164
Hourly Labor Cost - Labor and Equipment - Crew of 3	\$116.00
Hourly Labor Cost- Supervision	\$50.00
Hourly Rate - Emergency Callout Labor and Equipment- Crew of 3	\$174.00

In addition to any other right or remedy provided by law, if CORPORATION fails to pay for any uncontested 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 or seek legal remedies.

Uncontested invoices shall be paid upon receipt of an accurate invoice and upon completion of the work as specified above. CONTRACTOR shall set forth on each invoice the following: (a) the Contract number; (b) Contractor's Invoice number; and (c) the details of the work performed.

Invoices must be sent to:
The Corporation as listed on page 1
c/o Village Management Services, Inc.
Accounts Payable
Email to ap@vmsinc.org

Until CORPORATION receives Contractor's uncontested invoice at the correct location and contains 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

Contractor may submit invoices to VMS for approval on a progress basis, but no more often than two times a month.

- a. All invoices must be received at least 30 days prior to the payment due date.
- b. All invoices for property improvement must be accompanied by lien releases for CONTRACTOR and all the CONTRACTOR's subcontractors and suppliers.
- c. Progress payments shall not be considered acceptance of any Services performed. The Services are subject to final inspection by Agent's Representative and approval by CORPORATION.
- d. VMS assumes no fiscal obligations to pay under this Contract.

The rates and costs set forth herein shall include costs paid or incurred by CONTRACTOR for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements, overhead and administrative costs, profit, equipment and materials unless expressly stated otherwise in this Contract. Costs to be paid shall mean costs necessarily incurred by CONTRACTOR in the proper performance of its Services. CONTRACTOR has included sufficient funds to allow CONTRACTOR to comply with all applicable local, state, and federal laws or regulations governing the Services to be provided. This Contract includes the initial amount noted. The original amount may be increased in writing and in advance by Corporation by subsequent purchase orders during the term of this Contract.

4. EFFECTIVE DATE

The Effective Date of this Contract shall be the date first written above. After the initial term, this Contract shall automatically renew for 12 (twelve) month renewal time frames under the same terms unless rejected by either party. This contract is complete with 4 (four) numbered paragraphs and Exhibits A, B and E. The Exhibits are incorporated by reference in their entirety with this Contract.

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

FOR THE CORPORATION:

Staff Initials

By: _____ Date: ___/___/___
Third Laguna Hills Mutual

Print Name and Title

FOR THE CORPORATION:

By: _____ Date: ___/___/___
Third Laguna Hills Mutual

Print Name and Title

FOR THE CONTRACTOR:
Mission Landscape Companies, Inc.
Li #342278

By: _____ Date: ___/___/___

Print Name and Title

EXHIBIT A

SPECIFICATIONS FOR MATERIAL AND WORK

SUMMARY

The intent of the program is to drastically improve the overall appearance of the slopes. Reduction of visible weeds, elimination of bare areas, and trimming of existing plant material are vital keys to the success of the program. Tree trimming will be performed under separate contract.

The slope work is delineated into two scopes; Renovation and Maintenance

DESCRIPTION OF WORK

- 1.1 Contractor to provide all labor, materials, plant material, equipment, supervision and transportation necessary to provide the Services outlined in this Contract. All Services to be scheduled as detailed in this Contract and with Agent's Representative.
- 1.2 Contractor will carry out Services at the various locations within Laguna Woods Village

SCOPE OF WORK (Renovation)

- 1.3 **Work Force:** Contractor shall designate a qualified representative with experience in landscape management that shall be onsite at all times the contractor's work force is present. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
- 1.4 **Work Hours:** 8:00 am to 5:00 pm Monday through Friday. Saturday work may be authorized with prior approval. Sunday and Holiday work is prohibited.
- 1.5 **Irrigation:** Prior to working on a slope, contractor shall verify with Agent's Representative that all irrigation is functional and provides sufficient coverage to support the landscape material. Contractor shall notify Agent's Representative of any irrigation in need of repair.
- 1.6 **Weed Removal:** Contractor shall remove all weeds from slopes with minimum disturbance of topsoil. Selected herbicides may be used as part of an integrated weed reduction program. Pre-emergent shall be applied after removal of weeds and prior to planting.
- 1.7 **Bare Areas:** Bare areas shall be defined as those that contain no plants or insufficient plant material to cover within 6 months of inspection. All bare soil or open areas shall be either planted with groundcover or shrubs, to match adjacent plant material. All bare areas between plants shall be covered by a minimum of two inches of mulch.
- 1.8 **Shrub Renovation:** All dead, ailing or stunted shrubs shall be removed and replaced in kind with minimal disturbance of top soil. Shrubs requiring additional nutrients to correct deficiencies shall receive such nutrients. Shrubs shall be pruned to be no more than two feet in height. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use.
- 1.9 **Ground Cover Renovation:** All weeds shall be removed from groundcover beds. All groundcover shall be trimmed to a maximum height of 12". All bare areas shall be replanted with material to match the original planting.
- 1.10 **Tree & Stump Removal:** Trees designated to removed, if any, will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional agreed upon charge to the Corporation. Defined backfill and landscape material may be specified. Contractor shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work.

- 1.11 **Fertilizing and Growth Regulators:** Slopes shall be fertilized with the application of a complete fertilizer with an analysis of 15-15-15 (or approved equal) at the rate of six (6) pounds per 1000 square feet. Groundcover and shrubs shall be treated with Atrimtect® PGR (or approved equal) at the labeled rate after completion of planting and trimming.

SCOPE OF WORK (Maintenance)

- 1.12 **Scheduling of Work:** Scheduling of maintenance work shall be the contractor's responsibility in so much that all slopes scheduled for maintenance shall be completed within the initial six months and every six months thereafter on a regular, evenly spaced basis. Scheduled maintenance shall commence six months after renovation work is accepted by the Corporation. Contractor will provide a schedule and update as necessary to indicate any changes.
- 1.13 **Irrigation:** Prior to working on a slope, contractor shall verify with Agent's Representative that all irrigation is functional and provides sufficient coverage to support the landscape material. Contractor shall notify Agent's Representative of any irrigation in need of repair.
- 1.14 **Weed Removal:** Contractor shall remove all weeds from slopes with minimum disturbance of topsoil. Selected herbicides may be used as part of an integrated weed reduction program. Pre-emergent shall be applied after removal of weeds and prior to planting.
- 1.15 **Bare Areas:** Bare areas shall be defined as those that contain no plants or insufficient plant material to cover within 6 months of original renovation. All bare soil or open areas shall be either planted with groundcover or shrubs, to match adjacent plant material. All bare areas shall be covered by a minimum of two inches of mulch.
- 1.16 **Ground Cover:** Six months after initial replanting, all bare areas shall be replanted with material to match the original planting. Bare areas shall be defined as those that contain no plants or insufficient plant material to cover within 6 months of original application. All seeded areas shall be inspected for failures and re-seeded, fertilized, and mulched as necessary.
- 1.17 **Shrub Maintenance:** All dead, ailing or stunted shrubs shall be removed and replaced in kind with minimal disturbance of top soil. Shrubs requiring additional nutrients to correct deficiencies shall receive such nutrients. Shrubs shall be pruned to be no more than two feet in height, except fence line shrubs which shall be trimmed to three feet in height. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use.
- 1.18 **Fertilizing and Growth Regulators:** Slopes shall be fertilized with the application of a complete fertilizer with an analysis of 15-15-15 (or approved equal) at the rate of six (6) pounds per 1000 square feet as needed but not less than once per six month cycle. Groundcover and shrubs shall be treated with Atrimtect® PGR (or approved equal) at the labeled rate after completion of planting and trimming.
- 1.19 **Tree Care:** Tree skirts are included in routine maintenance. All trees shall be raised to create a minimum of four feet separation from shrubs and groundcover.
- 1.20 **Drainage:** Contractor shall maintain v-ditches and surface drains free from debris.

GENERAL MAINTENANCE AND CLEAN-UP

- 1.21 The Contractor shall collect all clippings, trimmings, cuttings, rubbish and debris, and posted signs at all work sites and dispose of same in a lawful manner per contract requirements at the Contractor's expense.
- All trash and debris shall be removed from all worksites each day.
 - The Contractor shall rake, hand remove, or vacuum leaves that are not absorbed by planting. This shall be done as often as required to maintain a neat appearance and prevent plants from being smothered by seasonal leaf drop.

- After heavy windstorms, the entire maintenance contract area shall be cleaned of litter, fallen branches, etc.
 - Contractor shall respond to emergency calls from Agent's Representative within 2 hours.
- 1.22 **License and Permits:** Contractor shall maintain a Landscape Contractor's license as required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- 1.23 **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable. All taxes shall be included in bid prices.
- 1.24 **Subcontractors:** Contractor may hire qualified subcontractors to perform specialized functions or work requiring specialized equipment. All subcontractors shall meet licensing and insurance requirements.
- 1.25 **Additional Services:** Any additional work not specified in the signed written proposal that involves additional costs will be executed only upon signed written order and will become an extra charge.
- 1.26 **Access to Job Site:** The Village is a secure community. The Village will provide passes for access to the community. The contractor is responsible for the actions of its employees while on site and the security of the access passes. Misuse of the passes may result in cancellation of the contract.
- 1.27 **Disposal:** Remove and dispose of all debris generated by work in a legal manner. All disposal costs shall be included in the bid.

Utilizing a wood chipper(s), all material can be chipped on-site and transported to Laguna Woods Village composting facility at 24312 Via Compo Verde, Laguna Woods. Chipped material delivered to the composting facility shall be clean and free from non-biodegradable substances or trash. No disposal fees required. All material not capable of being chipped shall be disposed/recycled by the contractor in a legal manner off-site.

GENERAL CONDITIONS

- 1.28 Contractor shall be responsible for calling Dig Alert {dial 8-1-1} 48 hours prior to any excavation to obtain all underground utility locations and is responsible for the subsequent coordination with any utility companies. Damage to underground utilities and the repair or replacement is the sole responsibility of the Contractor.
- 1.29 Contractor shall repair or replace any irrigation lines, heads or valves damaged from maintenance work. All material shall match the type, size and manufacture of the existing. Contractor shall coordinate with staff to verify integrity of irrigation systems before and after work is performed.
- 1.30 Contractor shall use means necessary to control dust on and near the area of work and prevent dust from becoming a nuisance to people on or near the site for the duration of the Project.
- 1.31 No change orders will be authorized or approved unless the Agent's representative specifically requests the scope covered by the change order be added to the Services. Change orders must be documented in writing to Agent's representative no later than two (2) days after discovery. All change orders not meeting the timeline shall be considered a no cost change to the Contract. Special circumstances approved by Agent's representative in writing may extend the 2 day limit.
- 1.32 Contractor's personnel and subcontractors shall refrain at all times from using profanity, abusive or loud language and must wear company name or logo shirts. Audio players are not permitted on job site. Personnel will, at all times, extend and exhibit a courteous demeanor to residents, and will comply with the City of Laguna Woods and Corporation smoking policies. Any employee found not adhering to these policies shall be removed from the site.
- 1.33 Contractor has included sufficient funds to allow Contractor to comply with all applicable local, state, and federal laws or regulations governing the Services to be provided.

- 1.34 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
- 1.35 Normal work hours for this Facility are from 8:00 AM to 5:00 PM Monday through Friday with contractors performing quiet staging between 7:00 AM to 8:00 AM. Work is allowed on Saturdays between 9:00 AM and 3:00 PM. No work on Sundays and VMS holidays. Quiet Work is defined as: staging, set-up, traffic control, etc. and may begin at 7:00 a.m. No machinery or power tools may be used until 8:00 a.m.
- 1.36 Contractor is responsible to clean up materials, equipment, debris and rubbish at the end of each work day. When possible, Contractor will keep areas that residents have access to, clear and accessible and use Corporation approved barricades and delineators when necessary.
- 1.37 Parking is limited within the Village; Contractor shall transport crews into the Village using as few vehicles as possible. Contractor shall observe all parking rules and regulations at all times.

EXHIBIT B

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 directors or Agent's employees, owners, partners, CONTRACTORS, suppliers, agents and CONTRACTOR's employees, Subcontractors and suppliers.

Contractor shall cause each of Contractor's Subcontractors and suppliers or that is otherwise under Contractor's direct or indirect control to procure insurance as specified and name the Corporation(s) listed above, Golden Rain Foundation of Laguna Woods, and 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.

EXHIBIT E

STANDARD TERMS AND CONDITIONS

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 and Contractor shall indemnify and hold Corporation harmless if any claims, penalties or judgements are rendered against Corporation it's directors, employees and agent's for same as set forth in #2 directly below.

2. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless CORPORATION, Agent, and all officers, directors, agents, employees and members (collectively "Indemnified Parties"), from and against any and all 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 CONTRACTORS, or anyone for whom contractor is legally responsible, in performance of this agreement, however, only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

CONTRACTOR'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

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

CONTRACTOR is completely responsible for all acts and omissions of CONTRACTOR's employees, subcontractors and suppliers on the Contract, and of any other persons or entities acting on behalf of CONTRACTOR. 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.

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. WORK FOR HIRE

All work performed by CONTRACTOR is considered a Work-for-Hire and all intellectual property rights in these works belong to the Corporation. This includes but is not limited to any ideas, information, designs and derivatives developed under this contract (the "work product") contained in or shown upon the drawings, specifications, photographs, samples and other engineering information supplied or developed by CORPORATION or CONTRACTOR. All intellectual property rights in any work(s) or derivatives belong to CORPORATION. This intellectual property work product shall be retained in confidence by or CONTRACTOR and not disclosed to any other person or entity. CONTRACTOR shall not use the work product to provide goods or services to any other person or entity. CONTRACTOR agrees to return to CORPORATION all drawings, specifications, photographs and other engineering information supplied by CORPORATION or developed or derived by CONTRACTOR promptly following Corporation request.

7. RETURN OF DOCUMENTS

N/A

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 services 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 prior to the commencement of any such work. 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 uncontested 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.

10. NOTICE OF COMPLETION

Upon completion of the project, CORPORATION agrees to sign a Notice of Completion within ten (10) days after the completion of the contract.

11. WORK SITE

Corporation warrants that it is authorized to enter into this contract.

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, federal, state, local (ordinances or otherwise), 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

CORPORATION may terminate this Contract at any time without cause by giving the CONTRACTOR 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 Service work that CORPORATION requests Contractor to complete prior to the termination date and to minimize the fees incurred during the termination period by discontinuing all Service work 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 to the other Party for any consequential damages or loss of profits.

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 post 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 the project 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

In addition to any and all other rights a Party may have available according to 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 an uncontested 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 nature, 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

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 prior to the performance of any additional work under the Contract. 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 and confirms Contractor has the ability to perform the Services of the Contract for the Contract amount. Any discrepancies between Contract, any referenced information, and/or site conditions shall be immediately brought to the attention of the Agent representative.

ATTACHMENT 2



- Remove dead/dying plant material
- Reduce all ground cover below 2'
- Establish 4' of vertical separation between trees and shrubs
- Cut all grasses and weeds



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