



**REGULAR OPEN MEETING OF THE UNITED LAGUNA WOODS MUTUAL BOARD  
OF DIRECTORS A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Tuesday, April 14, 2020- 9:30 a.m.**

**VIRTUAL MEETING**

**Laguna Woods Village Community Center, 24351 El Toro Road,  
Laguna Woods, California**

**NOTICE OF MEETING AND AGENDA**

- 1. Call to Order / Establish Quorum – Sue Margolis, President**
- 2. Acknowledge Media**
- 3. Approval of Agenda**
- 4. Approval of the Meeting Minutes**
  - a. March 10, 2020 – Regular Open Session
- 5. Report of Chair**
- 6. Open Forum (Three Minutes per Speaker) - *At this time Members may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. The Board reserves the right to limit the total amount of time allotted for the Open Forum. Member should call (949) 268-2020 or email [meeting@vmsinc.org](mailto:meeting@vmsinc.org) to request to speak.***
- 7. Responses to Open Forum Speakers**
- 8. Update from VMS – Director Rader**
- 9. CEO Report**
- 10. Consent Calendar – *All matters listed under the Consent Calendar are recommended for action by committees and will be enacted by the Board by one motion. In the event that an item is removed from the Consent Calendar by Members of the Board, such item(s) shall be the subject of further discussion and action by the Board.***

- a. **Recommendation from the Finance Committee:**  
(1) Approval of Resolution to Record Lien against Member ID# 947-416-40
- b. Consistent with its statutory obligations under Civil Code §5501, a subcommittee of the Board consisting of the Treasurer and at least one other Board member reviewed the United Laguna Woods Mutual preliminary financials for the month of February 2020, and such review is hereby ratified.
- c. **Recommendation from the Architectural Control and Standards Committee:**  
Variance Request for 729-D (Bastani: Cordoba, 1A4); Request for a Room Addition on the Front Patio

## 11. Unfinished Business

- a. Entertain a Motion to Adopt Resolution to Require a Recognition Agreement for Lenders **(September initial notification-November referred back to Committee-March Re-Introduced--28-day notification for Member comment and review to comply with Civil Code §4360 has been satisfied)**
- b. Entertain a Motion to Adopt the Handyman Program Phase II-Maintenance Chargeable Services **(March initial notification--28-day notification for Member comment and review to comply with Civil Code §4360 has been satisfied)**

## 12. New Business

- a. Entertain a Motion to Authorize COVID-19 related General Services and Landscape Department Budget Reallocations for Custodial Services and Mulch Program
- b. Entertain a Motion to Accept the 2019 Audit Report

## 13. Committee Reports

- a. Report of the Finance Committee / Financial Report – Director Gilmore. The Committee met on January 28, 2020; next meeting May 26, 2020, 1:30 p.m. in the Sycamore Room.
  - 1) Treasurer's Report
  - 2) United Finance Committee Report
  - 3) Resales/Leasing Reports
- b. Report of the Architectural Control and Standards Committee – Director Bastani. The Committee met on February 20, 2020; next meeting TBA.
- c. Report of the Communications Committee – Director Skillman. Next meeting TBA

- d. Report of Member Hearings Committee – Director Liberatore. The Committee met on February 27, 2020; next meeting TBA.
- e. Report of the Governing Documents Review Committee – Director Torng. The Committee met on February 20, 2020; next meeting April 16, 2020, 1:30 p.m. as a virtual meeting.
- f. Report of the Landscape Committee – Director Armendariz. The Committee met on February 13, 2020; next meeting TBA.
- g. Report of the Maintenance & Construction Committee – Director Randazzo. The Committee met on February 26, 2020; next meeting TBA.
  - 1) Handyman Committee met on February 7, 2020– Director Achrekar.
- h. Report of the Resident Advisory Committee – Director Ardani. The Committee met on March 12, 2020; next meeting TBA.

#### **14. GRF Committee Highlights**

- a. Report of the Finance Committee – Director Gilmore. The Committee met in February 19, 2020; next meeting, April 22, 2020, 1:30 p.m. as a virtual meeting.
- b. Report of the Community Activities Committee – Director Skillman. The Committee met on March 12, 2020; next meeting April 9, 2020, 1:30 p.m. as a virtual meeting.
- c. Report of the Landscape Committee – Director Armendariz. The Committee met on February 12, 2020; next meeting May 13, 2020 at 1:30 p.m. in the Board Room.
- d. Report of the Maintenance & Construction Committee – Director Randazzo. The Committee met on April 8, 2020; next meeting June 10, 2020, 9:30 a.m. in the Board Room.
- e. Report of the Media and Communication Committee – Director Skillman. The Committee met on February 19, 2020; next meeting April 20, 2020, 9:30 a.m. as a virtual meeting.
- f. Report of the Mobility and Vehicles Committee – Director Addington. The Committee met on February 5, 2020; next meeting, June 3, 2020, 1:30 p.m. in the Board Room.
- g. Report of the Security and Community Access Committee – Director Ardani. The Committee met on February 24, 2020; next meeting TBA.

- h. Laguna Woods Village Traffic Hearings – Director Addington. The Hearings were held on February 19, 2020; next hearings TBA.
- j. Report of the Disaster Preparedness Task Force – Director Achrekar. The Task Force met on January 28, 2020; next meeting May 26, 2020, 9:30 a.m. in the Board Room.

**15. Future Agenda Items** – *All matters listed under Future Agenda Items are Resolutions on 28-day public review or items for a future Board Meetings. No action will be taken by the Board on these agenda items at this meeting. The Board will take action on these items at a future Board Meeting.*

- a. Committee Advisor Qualifications, Procedure and Policy (referred back to Governing Documents Review Committee)
- b. Alternative Heat Source Policy (referred back to Architectural Control and Standards Committee)
- c. Resolution for a Directors Code of Conduct (referred back to Governing Doc. Review Documents Committee)
- d. Orange County Mosquito and Vector Control District Presentation

**16. Directors' Comments**

**17. Recess** - *At this time the Meeting will recess for lunch and reconvene to Executive Session to discuss the following matters per California Civil Code §4935.*

**CLOSED SESSION NOTICE AND AGENDA**

*Approval of Agenda*

*Approval of the Following Meeting Minutes;*

*(a) March 10, 2020—Regular Closed Meeting*

*Discuss and Consider Member Matters*

*Discuss Personnel Matters*

*Discuss and Consider Contractual Matters*

*Discuss and Consider Litigation Matters*

**18. Adjourn**





**MINUTES OF THE OPEN MEETING OF THE  
BOARD OF DIRECTORS OF UNITED LAGUNA WOODS MUTUAL  
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Tuesday, March 10, 2020, 9:30 a.m.  
24351 El Toro Road, Laguna Woods, California**

Directors Present: Sue Margolis, Carl Randazzo, Andre Torng, Juanita Skillman, Elsie Addington, Cash Achrekar, Neda Ardani, Manuel Armendariz, Reza Bastani, Brian Gilmore, and Anthony Liberatore

Directors Absent: None

Staff Present: Jeff Parker, CEO; Siobhan Foster, COO; Eileen Paulin and Grant Schultz

Others Present: VMS: Dick Rader, Dorothy Pacella

**1. Call Meeting to Order/Establish Quorum**

President Margolis called the meeting to order at 9:30 a.m. and acknowledged that a quorum was present.

**2. Pledge of Allegiance**

Director Armendariz led the Pledge of Allegiance.

**3. Acknowledge Media**

Media was not present in person in the Board Room. The Village Television Camera Crew, by way of remote cameras, was acknowledged as present.

**4. Approval of Agenda**

Director Randazzo made a motion to approve the agenda. Director Armendariz seconded the motion and the agenda was approved without objection.

**5. Approval of Minutes**

a. February 11, 2020–Regular Open Session

Director Skillman made a motion to approve the minutes of February 11, 2020, Regular Open Session as presented. The motion was seconded by Director Armendariz and was approved without objection.

## **6. Report of the Chair**

President Margolis commented about volunteer opportunities in the Community. Residents can help with cost saving opportunities in the Community. For example, sanitary wipe clog the pipes. She encouraged residents to show acts of kindness.

## **7. Open Forum**

Members made comments regarding the following:

- A Member commented on the benefits of Laguna Woods Foundation, the foundation can help provide information about financial assistance programs. Completing the census data helps provide more services to seniors;
- A Member commented about moisture intrusion the member's Manor;
- A Member commented about the need for volunteers in the Community.

## **8. Responses to Open Forum Speakers**

Directors responded to Member comments:

- CEO responded that staff will review the dry rot damage;

## **9. Update from VMS - Director Pacella**

Director Pacella gave an update from the VMS Board. She gave a presentation about Landscape Department process improvements, Key Performance Indicators (KPIs), .

## **10. CEO Report**

### **10a. Introduction of Carlos Rojas, Director of Security**

Jeff Parker, CEO, introduced the new Director of Security, Carlos Rojas and gave the Board a brief background about Mr. Rojas.

CEO Jeff Parker and COO Siobhan Foster reported on the following subjects:

- Community Open Forums to meet the CEO continue on March 11, at Clubhouse 1;
- Because of the recent concerns about the spread of the coronavirus (COVID-19), staff is monitoring the situation and working with the County of Orange County Health Care Agency. Residents are encouraged to practice healthy hygiene habits, for Health Updates residents can call 800 564-8448;
- Rain procedures have been activated;
- 2020 Census in coming soon. In March residents will receive information on how to participate in the census;
- The gate improvements at the RV Lot have been completed.

## **11. Consent Calendar**

### **11a. Recommendation from the Architectural Controls and Standards Committee**

- (1) Recommendation to Approve – 326-D (Seville, 5) – Room Addition on Front Patio

### **RESOLUTION 01-20-15** **VARIANCE REQUEST**

**WHEREAS**, Ms. Judith A. Sepull of 326-D Avenida Carmel, a Seville (Plan

5) style unit, requests Board approval of a request to construct a room addition on her front patio;

**WHEREAS**, a Neighborhood Awareness Notice was sent to Owners of affected units on February 7, 2020, notifying them that an application to make an alteration to a neighboring Unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on February 20, 2020.

**NOW THEREFORE BE IT RESOLVED**, on March 10, 2020, the Board of Directors hereby approves the request to construct a room addition on her front patio;

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Shareholder at 326-D and all future Shareholders at 326-D.

**RESOLVED FURTHER**; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

**11b. Recommendation from the Landscape Committee:**

- (1) Recommendation to Approve Request for Tree Removal – 2183-P Via Mariposa (Italiano) – One Indian Laurel Fig Tree

**RESOLUTION 01-20-16**  
**APPROVAL OF REMOVAL**  
**OF ONE INDIAN LAUREL FIG TREE AT 2183-P VIA MARIPOSA**

**WHEREAS**, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17 tree removal guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**; on February 13, 2020, the Landscape Committee reviewed a

request to remove one Indian Laurel Fig tree. The request was received from the Member at 2183-P, who cited the reasons as structural damage, litter/debris, overgrown, and the potential of root damage to the building foundation, and;

**WHEREAS**, the Committee determined that the tree meets the guidelines established in Resolution 01-13-17 and recommends approving the request for the removal of one Indian Laurel Fig tree located at 2183-P Via Mariposa.

**NOW THEREFORE BE IT RESOLVED**, March 10, 2020, the Board of Directors approves the request for the removal of one Indian Laurel Fig tree;

**RESOLVED FURTHER**; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.

- 11c. Termination of United Laguna Woods Mutual Participation on Village Energy Task Force
- 11d. Consistent with its statutory obligations under Civil Code §5501, a subcommittee of the Board consisting of the Treasurer and at least one other Board member reviewed the United Laguna Woods Mutual preliminary financials for the month of January 2020, and such review is hereby ratified.
- 11e. Recommendation from the M&C Committee  
(1) Defunding of Various 2020 Projects
- 11f. Approve a Revised Resolution for Committee Appointments

**RESOLUTION 01-20-17**  
**UNITED LAGUNA WOODS MUTUAL COMMITTEE APPOINTMENTS**

**RESOLVED**, March 10, 2020, that the following persons are hereby appointed to serve the Corporation in the following capacities:

**Architectural Control and Standards Committee**

Elsie Addington, Co-Chair

Reza Bastani, Co-Chair

Brian Gilmore

Carl Randazzo

Non-Voting Advisors: Michael Mehrain, Janey Dorrell, Walt Ridley

**Communications Committee**

Juanita Skillman, Chair

Elsie Addington

Non-Voting Advisors: Maggie Blackwell

**Finance Committee**

Brian Gilmore, Chair  
Elsie Addington  
Sue Margolis  
Carl Randazzo  
Anthony Liberatore

**Financial Review Task Force**

Brian Gilmore  
Neda Ardani

**Governing Documents Review Committee**

Andre Tornø, Chair  
Juanita Skillman  
Manuel Armendariz  
Sue Margolis  
Neda Ardani  
Non-voting Advisors: Bevan Strom, Mary Stone

**Operating Rules Rewrite**

Team 1 Juanita Skillman  
Team 2 Andre Tornø

**Landscape Committee**

Manuel Armendariz, Chair  
Anthony Liberatore  
Andre Tornø

**Maintenance and Construction Committee**

Carl Randazzo, Chair  
Cash Achrekar  
Reza Bastani  
Elsie Addington  
Brian Gilmore  
Non-voting Advisor: Ken Deppe, Walter Ridley, Janey Dorrell

**Members Hearing Committee**

Anthony Liberatore, Chair  
Juanita Skillman  
Andre Tornø  
Neda Ardani  
Elsie Addington

**New Resident Orientation**

Per Rotation List

**Resident Advisory Committee**

Neda Ardani, Chair

Cash Achrekar

Juanita Skillman

Non-voting Advisors: Kay Anderson, Nancy Lannon

**Handyman Task Force**

Cash Achrekar, Chair

Juanita Skillman

Elsie Addington

Carl Randazzo

Anthony Liberatore

Non-voting Advisors: Nancy Lannon, Janey Dorrell and Ester Wright

**RESOLVE FURTHER** that all directors are considered alternate members of each committee "Alternate." Each Alternate may serve as a substitute for another director that is unable to attend a meeting ("Substitute"). Committee Member Alternates cannot substitute for more than two (2) consecutive meetings. This will allow any director to ask any other director to sit in their stead during a temporary absence or unavailability. Of course, we can modify this and structure this any way the Board feels is best. However, the concept is that the Board, in advance, will approve any director sitting on a committee on a temporary basis when necessary to fill in for another director.

**RESOLVED FURTHER** Resolution 01-20-12 adopted February 11, 2020, is hereby superseded and canceled.

**RESOLVED FURTHER** the officers and agents of this Corporation are hereby authorized, on behalf of the Corporation, to carry out this resolution.

**RESOLUTION 01-20-18**  
**GOLDEN RAIN FOUNDATION COMMITTEE APPOINTMENTS**

**RESOLVED**, March 10, 2020, that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, adopted September 29, 2014, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

**GRF Business Planning**

Sue Margolis

Manuel Armendariz

Brian Gilmore, Alternate

**GRF Community Activities**

Juanita Skillman

Andre Tornng

Elsie Addington, Alternate

**GRF Finance**

Sue Margolis  
Brian Gilmore  
Manuel Armendariz, Alternate

**Purchasing Ad Hoc Committee (new)**

Carl Randazzo  
Cash Achrekar  
Brian Gilmore, Alternate

**GRF Landscape Committee**

Manuel Armendariz  
Andre Torng  
Neda Ardani, Alternate

**GRF Maintenance & Construction**

Carl Randazzo  
Reza Bastani  
Brian Gilmore, Alternate

**Clubhouse 1 Renovation Ad Hoc Committee**

Sue Margolis  
Brian Gilmore  
Carl Randazzo, Alternate

**PAC Renovation Task Force**

Carl Randazzo  
Juanita Skillman  
Sue Margolis, Alternate

**GRF Media and Communications Committee**

Juanita Skillman  
Elsie Addington  
Neda Ardani, Alternate

**GRF Mobility and Vehicles Committee**

Elsie Addington  
Reza Bastani  
Neda Ardani, Alternate

**GRF Security and Community Access**

Neda Ardani  
Cash Achrekar

Brian Gilmore, Alternate

**Disaster Preparedness Task Force**

Cash Achrekar  
Andre Torng  
Neda Ardani  
Reza Bastani, Alternate

**GRF Strategic Planning Committee**

Andre Torng  
Brian Gilmore  
Sue Margolis, Alternate

**Laguna Woods Village Traffic Hearings**

Elsie Addington  
Neda Ardani, Alternate

**Town Hall Meetings**

As Needed

**Village Energy Task Force**

Carl Randazzo  
Brian Gilmore

**RESOLVED FURTHER**, that Resolution 01-20-13, adopted February 11, 2020, is hereby superseded and cancelled.

**RESOLVED FURTHER** the officers and agents of this Corporation are hereby authorized, on behalf of the Corporation, to carry out this resolution.

Director Ardani made a motion to approve the Consent Calendar as presented. The motion was seconded by Director Torng.

President Margolis called for the vote on the Consent Calendar and the motion passed by a vote of 11-0-0

**12. Unfinished Business--none**

**13. New Business**

**13a. Entertain a Motion to Re-Introduce a Resolution to Require a Recognition Agreement for Lenders**

Director Skillman read the following resolution:



**RESOLUTION 01-20-XX**  
**OBJECTIVE STANDARDS FOR APPROVAL**  
**TO LOAN WITHIN UNITED LAGUNA WOODS MUTUAL**

**WHEREAS**, United Laguna Woods Mutual (hereinafter United or Corporation), is a nonprofit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative nonprofit basis pursuant to the provisions set forth in its Occupancy Agreement, Articles of Incorporation, Bylaws and Board Resolutions (collectively referred to as the "Governing Documents");

**WHEREAS**, the Corporation's Amended and Restated Bylaws (Bylaws) provide that the purpose of the Corporation is to "manage, maintain, preserve, and administer the business of a common interest development, specifically, a stock cooperative" (Bylaws Article II, Section 1);

**WHEREAS**, the Board of Directors of the Corporation is authorized to establish policy and perform various administrative activities (Bylaws Article II, Section 3);

**WHEREAS**, United is a stock cooperative housing development and holds title to all property and structures in United wherein each Shareholder-Member has ownership of one share in the Cooperative and is granted the right to occupy a specific unit pursuant to an Occupancy Agreement provided each Shareholder-Member meets the age requirement and the financial qualifications set forth in the Financial Qualifications Policy (rev. 09-10-19);

**WHEREAS**, pursuant to the above authority or otherwise contained in the Governing Documents, included among the Board of Directors' management responsibilities is the vetting of lenders seeking to loan money to Shareholder-Members secured by property within United, in order to ensure the continued solvency of the Corporation;

**WHEREAS**, the Board of Directors requires a lender to sign its Recognition Agreement, giving United Mutual first right of refusal and agreeing to pay assessments when due in the event the member defaults in its obligation to pay assessments;

**WHEREAS**, through counsel, the Board of Directors has enumerated objective criteria lenders must satisfy in order to loan to Shareholder-Members within United, including that the prospective lender is either a state or federally chartered bank or credit union;

**NOW THEREFORE BE IT RESOLVED**, April 14, 2020, that the following resolution is adopted by the Board of Directors:

1. **Acknowledging and Approving Qualified Lenders.** The Corporation,

by and through its Board of Directors, is authorized to approve lenders based on confirmation of satisfaction that the prospective lender is either a state or federally chartered bank or credit union.

2. **Further Acts.** The Board of Directors may do and perform such other acts and things as may be reasonably necessary and proper in order to carry into effect the provisions of this Resolution.

**BE IT FURTHER RESOLVED**, that the officers, directors and agents of this Corporation are authorized to carry out the purpose of this Resolution.

**MARCH Initial Notification**

Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360.

Director Skillman made a motion to re-introduce a resolution to require a recognition agreement for lenders for 28-day review. The motion was seconded by Director Torng.

Discussion ensued among the directors.

President Margolis called for the vote and the motion passed by a vote of 9-2-0 (Director Randazzo and Achrekar opposed).

**13b. Entertain a Motion to Introduce the Handyman Program Phase II-Maintenance Chargeable Services**

Director Achrekar read a synopsis of the following resolution:

**RESOLUTION 01-20-XX**  
**REVISED CHARGEABLE SERVICES**

**WHEREAS**, the Board established a "Chargeable Maintenance Services Policy" by way of Resolution 01-04-28; and

**WHEREAS**, the Board amended the policy on June 12, 2007 to remove single fixture stoppages as a chargeable service; and

**WHEREAS**, the Board amended the policy further by way of Resolution 01-17-104 to establish a charge of \$50.00 for a Missed Maintenance Appointment to be charged to resides who are a no-show during their scheduled appointment time frame or do not cancel/reschedule 24 hours prior to their scheduled appointment; and

**WHEREAS**, in order to provide additional services to residents upon the

cancellation of the Handyman Services Program, the list of non-emergency maintenance chargeable services has been revised to add maintenance to authorized member alterations; and

**WHEREAS**, additional chargeable services have been added for electrical, carpentry, plumbing and painting services as shown on the attached approved list.

**NOW THEREFORE BE IT RESOLVED**, [DATE], 2020, that the Board of Directors hereby approves the attached new policy and list chargeable services; and

**RESOLVED FURTHER**, that the service charge for all Maintenance chargeable services shall remain \$10; and

**RESOLVED FURTHER**, the \$25 permit processing fee for work that requires a City of Laguna Woods building permit if VMS pulls the permit shall remain in effect; and

**RESOLVED FURTHER**, the \$50 service charge for when the Mutual Member (or representative) is not home for a scheduled appointment and fails to cancel in advance shall remain in effect; and

**RESOLVED FURTHER**, that Resolution 01-04-28 adopted February 10, 2004 and Resolution 01-17-104 adopted on September 12, 2017 is hereby superseded and cancelled; and

**RESOLVED FURTHER**; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

**MARCH Initial Notification**

Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360.

Director Achrekar made a motion to introduce a resolution for the Handyman Program Phase II-Maintenance Chargeable Services for 28-day review. The motion was seconded by Director Bastani.

Discussion ensued among the directors.

Members spoke in favor of this resolution.

President Margolis called for the vote and the motion passed by a vote of 10-0-1 (Director Liberatore abstained).

#### **14. Committee Reports**

- 14a.** Report of the Finance Committee / Financial Report – Director Gilmore showed a presentation on the Treasurer's Report and reviewed the resale and lease reports. The Committee met on January 28, 2020; next meeting will be March 31, 2020, 1:30 p.m. in the Sycamore Room.
- 14b.** Report of the Architectural Control and Standards Committee – Director Bastani gave a report from the last Committee meeting. The chair is looking for an advisor with an architectural background. The Committee met on February 20, 2020; next meeting will be March 19, 2020, 9:30 a.m. in the Elm Room.
- 14c.** Report of the Communications Committee – Director Skillman gave a report from the last Committee meeting. The articles were collected for the next issue of the Village Breeze, which will come out in April. The next meeting is TBA.
- 14d.** Report of Member Hearings Committee – Director Liberatore gave a report from the last Committee meeting. The committee handled two delinquent accounts, five area damage re-imbursement accounts, and four disciplinary accounts. The Committee met on February 27, 2020; next meeting will be March 26, 2020, at 9:00 a.m. in the Sycamore Room.
- 14e.** Report of the Governing Documents Review Committee – Director Tornig gave a report from the last Committee meeting. The committee discussed the influence that S.B. 323 would have for United Mutual and potential revisions to the Recognition Agreement. The Committee met on February 20, 2020; next meeting will be March 19, 2020, 1:30 p.m. in the Sycamore Room.
- 14f.** Report of the Landscape Committee – Director Armendariz gave a report from the last Committee meeting. The Committee received two requests for tree removal, one was accepted and the other one was denied. In addition, the Landscape budget was discussed. The Committee met on February 13, 2020; next meeting will be April 9, 2020, 9:30 a.m. in the Board Room.
- 14g.** Report of the Maintenance & Construction Committee – Director Randazzo gave a report from the last Committee meeting. The committee discussed the viability of carport infrastructure upgrades and Phase I and II of the Handyman Task Force. The Committee met on February 26, 2020; next meeting April 22, 2020 at 9:00 a.m. in the Board Room.
  - (1) Handyman Task Force—Director Achrekar gave a report for the Handyman Task Force. The Task Force met on February 7, 2020. Director Achrekar stated he would like for the Task Force to meet one more time before dissolution to discuss future steps.

- 14h.** Report of the Resident Advisory Committee – Director Ardani gave a report from the last Resident Advisory Committee. The Committee met on February 13, 2020; next meeting will be March 12, 2020, 4:00 p.m. in the Sycamore Room.

**15. GRF Committee Highlights**

- 15a.** Report of the Finance Committee – Director Gilmore gave highlights from the last Committee meeting. The Committee met on February 19, 2020; next meeting will be April 22, 2020, 1:30 p.m. in the Board Room.
- 15b.** Report of the Community Activities Committee – Director Skillman gave highlights from the last Committee meeting. The Committee met on January 9, 2020; next meeting March 12, 2020, 1:30 p.m. in the Board Room.
- 15c.** Report of the Landscape Committee – Director Armendariz gave highlights from the last Committee meeting. The committee discussed the update on Aliso Creek. The Committee met on February 12, 2020; next meeting will be May 13, 2020, 1:30 p.m. in the Board Room.
- 15d.** Report of the Maintenance & Construction Committee – Director Randazzo gave highlights from the last Committee meeting. The main topics of discussion were the Gate 16 Driving Range Improvements Project, Maintenance Service Center Light Project, and Clubhouse 1 Renovations. The Committee met on February 12, 2020; next meeting will be April 8, 2020, 9:30 a.m. in the Board Room.
- 15e.** Village Energy Task Force Charter – President Margolis gave a report from the last Task Force meeting. The main topic of discussion was Microgrids. The Task Force met on March 4, 2020. The Task Force is now dissolved and will be formed into a research group.
- 15f.** Report of the Media and Communication Committee – Director Skillman gave highlights from the last Committee meeting. Broadband equipment has been replaced with newer equipment and Ms. Paulin, Marketing and Communications Director, introduced new staff. The Committee met on February 19, 2020; next meeting will be March 16, 2020, 9:30 a.m. in the Board Room.
- 15g.** Report of the Mobility and Vehicles Committee – Director Addington gave highlights from the last Committee meeting. The Committee met on February 5, 2020; next meeting will be April 1, 2020, 1:30 p.m. in the Board Room.
- 15h.** Report of the Security and Community Access Committee – President Ardani gave highlights from the last Committee meeting. The main topics of discussion were RV Lot B access request, fencing of Aliso Creek, Gate Access Project, and employee accolades for the Security Department. The Committee met in February 24, 2020; next meeting will be April 27, 2020, 1:30 p.m. in the Board Room.

- 15i.** Laguna Woods Village Traffic Hearings – Director Addington summarized the frequently repeated violations heard at the traffic hearings, Parking violations were the most common violation. The hearings were held on February 19, 2020; next hearings will be on March 18, 2020, 9:00 a.m. in the Board Room and 1:00 p.m. in the Sycamore Room.
- 15j.** Disaster Preparedness Task Force – Director Achrekar gave highlights from the last Task Force meeting. The new Security Director, Carlos Rojas, will head up the Task Force. The Task Force met on January 28, 2020; next meeting will be on March 31, 2020, 9:30 a.m. in the Board Room.

**16. Future Agenda Items**

- 16a.** Committee Advisor Qualifications, Procedures and Policy  
**16b.** Alternative Heat Source Policy  
**16c.** Resolution for a Directors Code of Conduct (Referred back to Governing Doc. Review Committee)

**17. Director's Comments**

- Director Liberatore asked why new vehicles are being purchased to do utility work;
- Director Skillman commented about the 2020 Census;
- Director Armendariz commented about Civil Code §5501 requirements;
- Director Achrekar commented on handyman assistance;
- Director Bastani commented about the aging building in the Community.
- Director Ardani spoke on the member's comments regarding moisture intrusion.

**18. Recess** - *At this time the Meeting will recess for lunch and reconvene to Closed Session to discuss the following matters per California Civil Code §4935.*

The meeting recessed at 11:15 a.m. into the Closed Session.

**Summary of Previous Closed Session Meetings per Civil Code Section §4935**

*During the February 11, 2020, Regular Executive Session, the Board:*

*Approval of Agenda*

*Approval of the Following Meeting Minutes;*

*(a) January 2, 2020 – Special Closed Meeting*

*(b) January 14, 2020—Regular Closed Session*

*Discussed Member Disciplinary Cases*

*Discussed Personnel Matters*

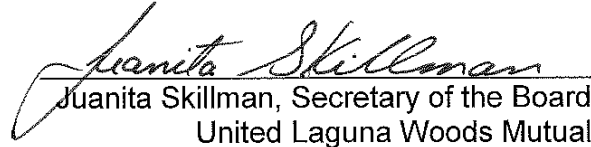
*Discuss and Consider Contractual Matters:*

*Award of Contract for Landscape Maintenance Services*

*Discussed and Considered Litigation and Legislative Matters*

**19. Adjourn**

The meeting was adjourned at 3:05 p.m.

  
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Juanita Skillman, Secretary of the Board  
United Laguna Woods Mutual

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## **RESOLUTION 01-20-XX**

### **Recording of a Lien**

**WHEREAS**, Member ID 947-416-40; is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

**WHEREAS**, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

**NOW THEREFORE BE IT RESOLVED**, April 14, 2020, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-416-40 and;

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

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## STAFF REPORT

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**DATE:** April 14, 2020  
**FOR:** Board of Directors  
**SUBJECT:** Variance Request: Mr. Reza Bastani of 729-D (Cordoba, 1A4)  
Room Addition on Existing Front Patio

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### **RECOMMENDATION**

Approve the request for a room addition on the front patio with the conditions stated in Appendix A.

### **BACKGROUND**

Mr. Bastani of 729-D Avenida Majora, a Cordoba style unit, requests Board approval for a variance to add a second room in place of the existing front patio.

There is currently no existing Standard for a second room addition on a 1A4 (Cordoba) floor plan. Staff seeks Board approval prior to issuing a Mutual Consent for the alteration.

The plans, specifications and variance request have been submitted for review (Attachments 1 and 2).

### **DISCUSSION**

Mr. Bastani is proposing to enclose the right side of his existing front patio by pouring a new concrete slab to raise the floor to match the rest of the unit and installing a new wood frame with stucco exterior wall. The existing decorative blocks on the patio's exterior walls would be removed and replaced with wood frame and stucco to match the existing wall, and a new flat roof would be tied into the existing, using matching materials for consistency.

The room addition would contain a 3' wide by 6'-8" tall door and 4' wide by 4' tall window on the newly constructed wall facing into the remaining patio walkway area. A new window will be installed on the exterior front elevation wall measuring 5' wide by 4' tall.

Staff recommends approval of this request due to finding no impairment of the structural integrity, mechanical systems, or drainage of the surrounding units or lessening of structural support

A City of Laguna Woods building permit final would verify compliance with all applicable building codes.

A Neighbor Awareness Notice was sent to Units 726-A, 726-N, 727-F, 729-C, 730-A, 730-B, 730-N, 730-O, 732-A and 732-B on March 6, 2020, due to sharing common walls, having line of sight, or being potentially affected during construction.

Variances for room additions on both sides of the front patio have been approved in August 2002 and May 2017. Additionally, whole patio room additions can be approved via Architectural Standard plan 8 for Cordoba AB04 models and single room additions approved via Architectural Standard plan 4 for 1A4 models.

Currently there is one open Mutual Consent for extensive demolition in the kitchen, bathroom and atrium. These removals are associated with the unit remodel and are being performed with an over-the-counter Mutual Consent.

All future costs and maintenance associated with the subject alterations are the responsibility of the Mutual member(s) at 729-D. Per the request of the Architectural Control and Standards Committee staff has included photos and a site map as Attachments 3 and 4.

**Prepared By:** Gavin Fogg, Inspections Supervisor

**Reviewed By:** Brett Crane, Permits, Inspections & Restoration Manager

Alisa Rocha, Alterations Coordinator

Velny Soren, Maintenance & Construction Acting Director

**ATTACHMENT(S)**

Appendix A: Conditions of Approval

Attachment 1: Site Plans

Attachment 2: Variance Request

Attachment 3: Photos

Attachment 4: Site Map

## APPENDIX A - CONDITIONS OF APPROVAL

### Conditions of Approval:

1. No improvement shall be installed, constructed, modified or altered at Unit **729-D**, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Shareholder s ("Shareholder ") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
2. A Variance for Alterations has been granted at **729-D** for **Room Addition on front patio**, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Shareholder.
3. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Shareholder at **729-D** and all future Mutual Shareholders at **729-D**.
4. Prior to the issuance of a Mutual Consent for Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
5. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
6. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community

Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.

7. Prior to the issuance of a Mutual Consent for Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Shareholder may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Shareholder's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must be repaired at the Mutual's expense prior to installation.
8. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder shall request a Landscape Department inspection in order to assure all landscape, irrigation, and drainage modifications associated with the improvements are identified and completed by the Landscape Department at the expense of the Shareholder. All gutter drainage shall be directed away from structures, free standing walls, foundations, and pedestrian walkways.
9. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder shall request a Maintenance and Construction Department inspection to assure that Mutual property is appropriately addressed during construction.
10. Prior to the issuance of a Mutual Consent for Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
11. Shareholder hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
12. Shareholder shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use

of Mutual property for storage of equipment or materials without prior approval. Shareholder acknowledges and agrees that all such persons are his/her invitees. Shareholder shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Shareholder shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.

13. Shareholder is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
14. Shareholder's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
15. Prior to the Issuance of a Mutual Consent for Alterations, the Shareholder shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until both a Final Mutual Consent for Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
16. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Shareholder or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Shareholder; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Shareholder's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
17. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Shareholder agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.

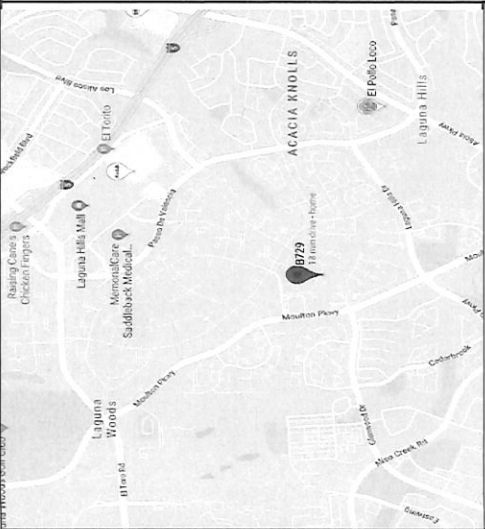
18. Any remaining Conformance Deposit is refundable if the Shareholder notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Shareholder's address of record with the Mutual. Under no circumstances shall Shareholder be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Shareholder within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
19. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards, Policies and Guidelines. See <http://www.lagunawoodsvillage.com>. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
21. During construction, both the Mutual Consent for Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
22. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
23. A dumpster is approved for placement at the location identified by Security Staff by calling 949-580-1400. All dumpsters must conform to the Policy for Temporary Containers. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
24. Dumpsters must be ordered from the approved City of Laguna Woods waste hauler and must be maintained at all times.
25. A portable bathroom is approved for placement at the location identified by Security Staff by calling 949-580-1400.
26. The Mutual Consent for Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
27. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop



work notice, loss of privileges and/or severe fines to the Shareholder. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.

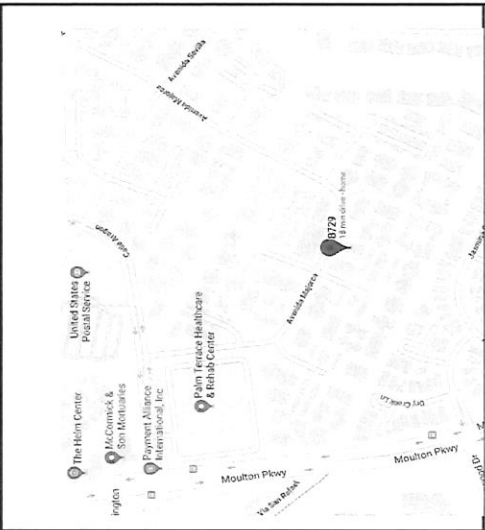
28. Mutual Shareholder shall indemnify, defend and hold harmless United and its officers, directors, committee Shareholders and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual Shareholder's improvements and installation, construction, design and maintenance of same.

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VICINITY MAP

# REMODEL AT 729 AVENIDA MAJORCA, UNIT D LAGUNA WOODS



LOCATION MAP

**PROJECT LOCATION:**  
729 AVENIDA MAJORCA -D, LAGUNA WOODS

**PROJECT DESCRIPTION:**

**PROJECT 2:**

1- REMODELING OF PORCH & PATIO:  
CONSTRUCT NEW ROOF, WALLS WINDOWS,  
AND TWO DOORS, REMOVE TILES AND POUR  
NEW CONCRETE.

**SHEET INDEX:**

S-1 GENERAL NOTES  
S-2 GENERAL NOTES  
S-3 FLOOR PLANS - PROJECT 2  
S-4 FRAMING AND FOUNDATION PLANS  
S-5 ELEVATIONS & DOOR/WINDOW SCHEDULE  
SD-1 STRUCTURAL DETAILS

**SCOPE OF WORK:**

- EXTEND EXISTING KITCHEN
- COVER EXISTING PORCH
- COVER EXISTING ATRIUM TO MAKE LIVING SPACE

**DESIGN CRITERIA:**

1. DESIGN CODE CBC 2016

2. WIND DESIGN LOADS: ASCE 7-10

3. ALLOWABLE SOIL BEARING PRESSURE 1000 PSF

DESIGN LOADS:

ROOF:

DL=14 PSF

LL=20 PSF

WIND DESIGN CRITERIA:

1. ULTIMATE WIND SPEED 110 MPH

2. WIND EXPOSURE B

3. RISK CATAGORY II

4. DESIGN WIND PRESSURE 16.70 PSF

SEISMIC DESIGN CRITERIA:

1. SEISMIC ZONE 4

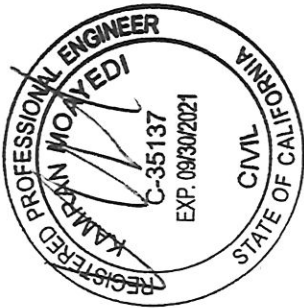
2. SEISMIC DEIGN CATEGORY "D"

3. RISK CATEGORY II

4. SITE CLASS D- STIFF SOIL

5. SEISMIC IMPORTANCE FACTOR =1

KAMRAN MOAYEDI, P.E.



Issue Date	Issue Description	By	Check

Seal / Signature

REMODEL AT  
729 AVENIDA MAJORCA,  
UNIT D  
LAGUNA WOODS

Project Name

Description

Scale: Date:

COVER

Sheet Number:

## GENERAL

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT SITE AND NOTIFY THE ARCHITECT OF ALL DISCREPANCIES.
2. SEE ARCHITECTURAL DRAWINGS FOR DOORS, WINDOWS, NON—BEARING INTERIOR AND EXTERIOR WALLS, ELEVATIONS, SLOPES, STAIRS, CURBS, DRAINS, DEPRESSIONS, RAILINGS, WATERPROOFING, FINISHES, ETC.
3. ALL WORKMANSHIP AND MATERIALS SHALL BE GOOD QUALITY, WHERE NOT SHOWN ON THE PLANS THE CONTRACTOR SHALL MEET INDUSTRY STANDARDS AND LOCAL CODES.
4. THE NOTES ON THIS SHEET SHALL BE USED WHENEVER APPLICABLE UNLESS OTHERWISE NOTED ON THE DRAWINGS; NOTES & DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES & TYPICAL DETAILS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY & PROTECTION IN AND AROUND JOB SITE & OR ADJACENT PROPERTIES.
6. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVE SHALL NEITHER BE CONSTRUED AS INSPECTION NOR APPROVAL OF CONSTRUCTION.
7. ALL CONCRETE AND REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH GOOD QUALITY STANDARD PRACTICE. CONCRETE AND MASONRY SHALL BE ADEQUATELY CURED BEFORE REMOVING SHORING.

## **MATERIAL SPECIFICATIONS**

## 1. PLYWOOD:

PRODUCT STANDARD DOC PS1 OR DOC PS2, DOUGLAS AR-LARCH,

## STRUCTURAL 1

- a. FLOOR SHEATHING: MIN 1/32" PLYWOOD T&G ID INDEX 32/16, UNBLOCK DIAPHRAGM W/ 10d 4,6,10 UNLESS NOTED OTHERWISE
- b. ROOF SHEATHING: MIN 1/32" PLYWOOD ID INDEX 24/16, UNBLOCK DIAPHRAGM W/ 8d 4,6,12 UNLESS NOTED OTHERWISE

## 2. WOOD FRAMING MEMBERS:

DOUGLAS-SPRUCE. NOTIFY ENGINEER IF OTHER SPECIES OF LUMBER ARE DELIVERED TO THE SITE OR THE PART OF THE EXISTING CONSTRUCTION.

### 3. CONCRETE:

- a. MINIMUM CONCRETE STRENGTH SHALL AS FOLLOW UNLESS NOTED OTHERWISE:
  - 1 a. SPREAD FOOTING, CONTINUOUS FOOTING AND SLAB ON GRADE  
2500 PSI. WITHOUT INSPECTION
  - 2a. GRADE BEAMS & PILES 4500 PSI.
  - 3a. STRUCTURAL BEAM, STRUCTURAL SLABS, WALLS AND COLUMNS  
2500 PSI.

#### 4. REINFORCING STEEL:

- a. ALL REINFORCING STEEL SHALL BE NEW STOCK DEFORMED BARS CONFORMING TO ASTM A 615 AS FOLLOWS UNLESS OTHERWISE SHOWN:
- |     |                |                |
|-----|----------------|----------------|
| 1a. | #5 AND SMALLER | GRADE 40 OR 60 |
| 2a. | #6 AND LARGER  | GRADE 60       |
- b. ALL BARS SHALL BE FREE OF LOOSE FLAKY RUST AND SCALE, GREASE, OR OTHER MATERIAL MIGHT AFFECT OR IMPAIR BOND.

## FRAMING

1. ALL LUMBER SHALL BE DOC PS20 DOUGLAS FIR—LARCH TO CONFORM WITH CHAPTER 23 OF CBC

ALL STRUCTURAL FREAMING MEMBERS SHALL BE GRADE MARKED AS DOUGLAS FIR AS FOLLOWS UNLESS NOTED OTHERWISE ON PLANS  
MOISTURE CONTENT 19%

- a. CATEGORY GRADE LIGHT FRAMING STANDARD STRUCTURAL LIGHT FRAMING #2 FOR 2x MEMBERS #1 FOR 3x MEMBERS AND LEDGERS UNLESS NOTED OTHERWISE.

- b. ALL PLYWOOD SHALL CONFORM TO P.S. 1-95 AND SHALL BE GRADE, INDEX NUMBER, AND THICKNESS CALLED ON PLANS. ALL PLYWOOD SHALL BE BONDED WITH EXTERIOR GLUE. ALL PLYWOOD DIRECTLY EXPOSED TO THE WEATHER SHALL BE EXTERIOR TYPE PLYWOOD.

2. UNLESS OTHERWISE NOTED ON PLANS ALL EXTERIOR WALLS, INTERIOR BEARING WALLS AND MAIN CROSS WALLS SHALL BE BRACED BY ONE OF THE FOLLOWING METHODS:

- a. WHERE INTERIOR WALL COVERING IS 1/2" GYPSUM BOARD, NAIL WITH 5d COOLER NAILS AT 7" O.C. AT ALL STUDS AND AT TOP AND BOTTOM PLATES. NO EDGE BLOCKING REQUIRED.

- b. 1x6 CONTINUOUS DIAGONAL BRACE LET INTO STUDS AT SUCH AN ANGLE SO AS TO CROSS A MINIMUM OF 4 STUD SPACES. NAIL AT STUDS & PLATES PER NAILING SCHEDULE.

- c. MINIMUM 15/32" PLYWOOD NAILED AT STUDS AND PLATES WITH 8d NAILS AT 6" O.C. PANEL SHALL BE MINIMUM 4" WIDE AND 0 25' MAXIMUM INTERVALS.

3. ALL LUMBER IN CONTACT WITH CONCRETE AND MASONRY SHALL BE PRESSURE TREATED.

4. BLOCKING SHALL BE PROVIDED PER LOCAL CODES.

5. ALL NAILS SHOULD BE COMMON NAILS AND NAIL SPACING SHOULD BE PER LOCAL BUILDING CODE SCHEDULE UNLESS NOTED OTHERWISE ON THE STRUCTURAL DRAWINGS PER CBC TABLE 2304.9.1







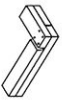

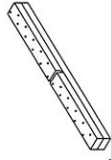







6. WHERE PLUMBING, HEATING, OR OTHER PIPES NECESSITATE THE CUTTING OF SOLE OR PLATES, THE CUT SOLE OR TOP PLATES SHALL BE TIED BY A MINIMUM 1/8" THICK BY 1 1/2" WIDE STRAP WITH 4-16d NAILS EACH END. 7. PRIOR TO COVERING, ALL NAILING OF ROOF, FLOOR AND SHEAR WALL SHEATING SHALL BE INSPECTED AND APPROVED BY THE BUILDING INSPECTOR. WHERE USED AS SHEATING FOR SHEAR WALLS PER SHEAR WALLS PER SHEAR WALL SCHEDULE OR AS WALL BRACING PER NOTE NUMBER 2 THIS SECTION, THE NAILING OF ALL GYPSUM BOARD SHALL BE INSPECTED AND APPROVED PRIOR TO TAPING OF JOISTS.

8. ALL EXTERIOR WOOD SHALL BE FIRE—RETARDANT TREATED WOOD.

9. FASTENERS FOR PRESERVATIVE TREATED AND FIRE TREATED WOOD SHALL BE OF HOT DIPPED ZINC COATED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE OR COPPER EXCEPT 1/2" Ø OR GREATER STEEL BOLT AND FASTENERS OTHER THAN NAILS AND TIMBER RIVETS SHALL BE PERMITTED TO BE MECHANICALLY DEPOSITED ZINC COATED STEEL ASTM B695 CLASS 55 MINIMUM.

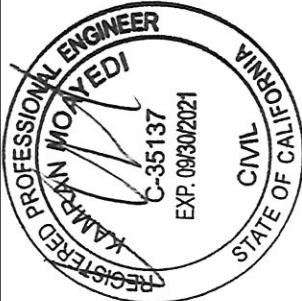
**NAILING SCHEDULE:**

- 1.1. As a minimum and if not specifically detailed or noted elsewhere and otherwise, the various wood components of the structure shall be fastened together as follows:

Item Graphic	Description & Fastening
	Joist to mud sill or upper top plate: (3) 8d common or 16d sinker or short, toe nails.
	Blocking to joist: (3) 8d common or 16d sinker or short, toe nails or (2) 16d sinker or short face nail.
	Sole (bottom) plate to joist or blocking: 16d common or short face nail at 16" o.c.
	Lower top plate to stud: (2) 16d sinker or short face nail or (4) 8d common or 16d sinker or short toe nail.
	Stud to sole bottom plate: (2) 16d sinker or short face nail or (4) 8d common or 16d sinker or short toe nail.
	Double studs, or Built-up studs typical stitching: 16d sinker or short face nails at 24" o.c.
	Top plates at intersection, face nail: (4) 16d sinker or short face nail
	Top plates typical stitching: 16d sinker or short face nails at 16" o.c.
	Upper top plates at laps: (8) 16d sinker or short face nail each side of butt joint
	Rim joist to upper top plate or mud sill: 8d common or 16d sinker or short toe nails at 16" o.c.
	Ceiling joist to plate, toe nail: (3) 8d common or 16d sinker or short toe nails
	Ceiling joist, lap over walls and partition: (3) 16d sinker or short face nails
	Ceiling joist, to parallel rafters: (3) 16d sinker or short face nails
	Rafter to plate, toe nail: (3) 8d common or 16d sinker or short toe nails
	Built up corner studs: 16d sinker or short face nails @24" o.c.
	Connections for three piece built up girder and beams: (3) 16d sinker or short face nails @24" o.c.

2. With respect to the nailing schedule, common, sinker, or box nails may be used. However, where nails are specifically noted on the plans, they shall be common nails.

**KAMRAN MOAYEDI, P.E.**



Issue Date	Issue Description	By	Check
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Seal/Signature

REMODEL AT  
729 AVENIDA MAJORCA,  
UNIT D  
LAGUNA WOODS

Project Name

### Description

Scale: \_\_\_\_\_ Date: \_\_\_\_\_

5

Sheet Number:



SHEAR WALL NOTES:

1. STUCCO AND/OR STUCCO WITH VENEER OVER A PLYWOOD SHEAR WALL WILL BE WATERPROOFED WITH A MINIMUM OF (2) #15 FELT UNDERLAYMENTS.

2. ONLY COMMON NAILS WILL BE USED FOR ALL PLYWOOD SHEAR WALLS AND NAIL GUNS USING "CLIPPED HEAD" OR "SINKER" NAILS ARE NOT ACCEPTABLE.

3. ALL BOLT HOLES TO BE DRILLED 1/32" MIN. TO 1/16" MAX. OVERSIZED. ENGINEER TO VERIFY.

4. DOUGLASS-FIR (GROUP II LUMBER) PRESSURE TREATED SILL PLATES WILL BE USED ENGINEER TO BE NOTIFIED FOR REDESIGN IF OTHER SPECIES SILLS ARE DELIVERED TO THE SITE (OR ARE PART OF THE EXISTING BUILDING).

5. THE FOLLOWING APPLIES TO ALL SHEAR WALLS WITH A LISTED DESIGN LOAD GREATER THAN 300 PLF::
- a. PROVIDE 3x SILL PLATES FOR SILLS THAT REST ON CONCRETE OR MASONRY.

b. PROVIDE 3x STUDS BETWEEN ADJACENT PANELS. IF ITS NECESSARY TO USE 2-2x MEMBERS BETWEEN PANELS, SPECIFY 16d NAILS WITH STAGGERED NAILING, AND SPACING NO GREATER THAN THE REQUIRED PLYWOOD EDGE NAILING.

c. PROVIDE 1/2" EDGE DISTANCE FOR PLYWOOD BOUNDARY NAILING.

d. PLATE WASHERS ARE TO BE USED WITH ANCHOR BOLTS.  
Ø5/8" BOLT 3" x 3" x 1/4"  
Ø3/4" BOLT 3" x 3" x 5/16"  
Ø7/8" BOLT 3" x 3" x 3/8"

e. STRUCTURAL OBSERVATION IS REQUIRED FOR PLYWOOD SHEAR WALL WITH DESIGN LOAD OF 300 PLF PFR FOLLOWING PROCEDURES •

WIND DESIGN CRITERIA:

1. ULTIMATE WIND SPEED 110 MPH

2. WIND EXPOSURE B

3. RISK CATAGORY II

4. INTERNAL PRESSURE COEFFICIENT GCpi=0.18

5. DESIGN WIND PRESSURE 16.70 PSF

SEISMIC DESIGN CRITERIA:

1. SEISMIC DEIGN CATAGORY "D"

2. RISK CATAGORY II

3. SITE CLASS D- STIFF SOIL

4. Ss = 1.935

5. S1 = .703

6. Sdc= 1.29

7. Sd1= .703

8. SEISMIC IMPORTANCE FACTOR =1

9- SEISMIC FORCE RESISTING SYSTEM PLYWOOD SHEAR WALLS

- 1 e. A PRE-CONSTRUCTION MEETING INCLUDING THE ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL OBSERVATION, THE CONTRACTOR, AND AN APPROPRIATE SUBCONTRACTOR SHALL BE HELD TO REVIEW THE DETAILS OF THE STRUCTURAL SYSTEM TO BE STRUCTURALLY OBSERVED.

2e. DURING THE COURSE OF CONSTRUCTION, THE ENGINEER OR ARCHITECT SHALL VISUALLY REVIEW THE STRUCTURAL SYSTEM FOR GENERAL CONFORMANCE WITH THE APPROVED PLANS. ANY OBSERVED DEFICIENCIES SHALL BE REPORTED IN WRITING TO THE OWNER'S REPRESENTATIVE, TO THE CONTRACTOR, AND TO THE DEPARTMENT.

3e. UPON COMPLETION OF THE APPLICABLE SHEAR WALLS AND/OR THE ANCHORAGE SYSTEM AND PRIOR TO COVERING THE SHEAR WALLS/ANCHORAGE, THE ENGINEER/ARCHITECT PERFORMING THE STRUCTURAL OBSERVATION SHALL SUBMIT A LETTER TO THE DEPARTMENT WITH HIS/HER WET STAMP AND SIGNATURE ATTESTING TO (1) THE DATE ON WHICH THE PRE-CONSTRUCT ON MEETING WAS HELD AND (2) THE DATES ON WHICH THE VISUAL REVIEWS WERE CONDUCTED. THE LETTER SHALL ALSO IDENTIFY ANY REPORTED DEFICIENCIES WHICH, TO THE BEST OF THE OBSERVER'S KNOWLEDGE, HAVE NOT BEEN RESOLVED.

4e. PRIOR TO COVERING THE WORK, THE SHEAR WALLS AND/OR ANCHORAGE SYSTEM SHALL BE INSPECTED AND APPROVED BY THE DEPARTMENT INSPECTION STAFF ASSIGNED TO THE PROJECT . SUCH APPROVAL BY THE DEPARTMENT IS REQUIRED PRIOR TO COVERING. THE ENGINEER/ARCHITECT PERFORMING THE STRUCTURAL OBSERVATION IS NOT AUTHORIZED TO APPROVE THE COVERING OF THE SHEAR WALLS/ANCHORAGE SYSTEM. HIS/HER STRUCTURAL OBSERVATIONS ARE ADVISORY ONLY AND THEY DO NOT IN ANY WAY BIND THE DEPARTMENT OR CONSTITUTE A CERTIFICATION THAT THE SHEAR WALLS WILL PASS DEPARTMENT INSPECTION.

1. SIMPSON CS16 OVER SHEAR PANEL OVER 2x BLK'G W/ 8d @ 2 1/16" O.C. EXTEND ONTO HDR. OR WINDOW SILL & ACROSS SHEAR PANEL TYP. EACH CORNER OF OPENING. (ALT. INSTALL OVER 2x MIN. BLK'G ABOVE & BELOW OPENING FULL LENGTH OF SHEAR PANEL).

2. DOUBLE 2x TOP PLATE.

3. 2x STUD PER PLAN.

4. SHEAR PANEL TYPE PER PLAN ALL AROUND OPENING. PROVIDE B.N. AT BLK'G & EDGES OF SHEAR WALL.

5. CONT. STUD/S OR POST W/ B.N. & W/ HOLDOWN PER PLAN AT OUTSIDE EDGES OF SHEAR PANEL & EDGES OF DOORWAYS.

6. HEADER PER PLAN.

7. WINDOW SILL WHERE OCCURS.

8. NAILING / SCREW / BOLT PER PLAN.

NOTES:

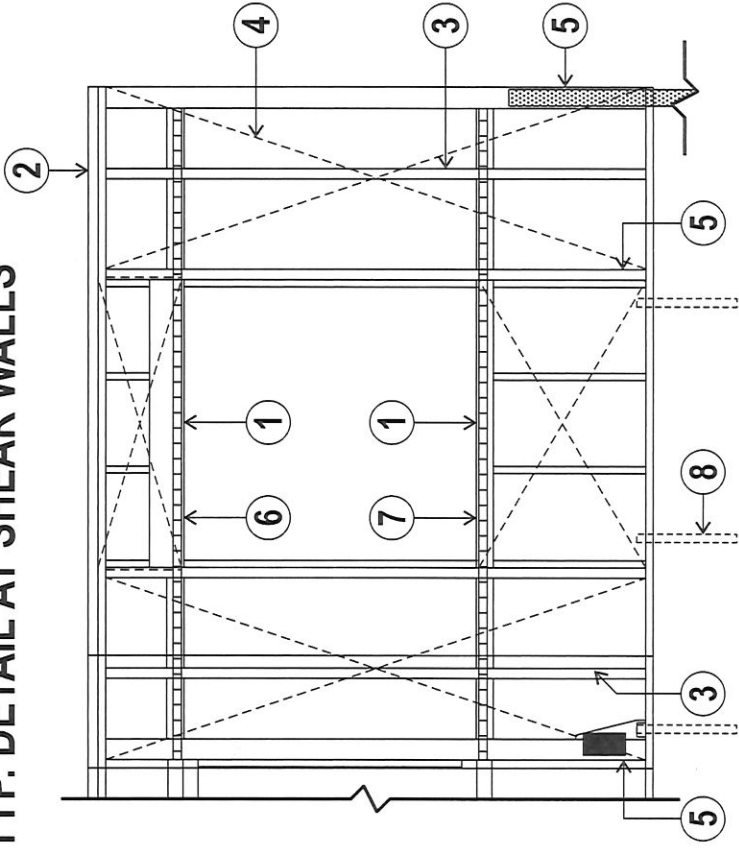
- INSTALL HOLDOWN ON RETURN WALL @ CORNERS WHEN APPLICABLE.
- USE FULL WIDTH BLK'G. & WINDOW SILL FOR STRAP ON BOTH SIDES OF DBL. SIDED SHEAR PANELS.
- NAIL BOTH PLWD. PANELS ON SAME MEMBER.
- REFER TO 17/SN2 FOR Cs16 NAILING PATTERN.

SHEAR WALL SCHEDULE

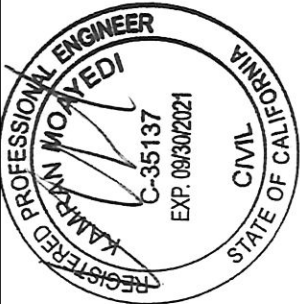
SHEAR PANEL TYPE	SHEATHING (8)	EDGE NAILING (COMMON) (1)	FIELD NAILING (COMMON)	ALLOWABLE SHEAR (PLF)	ALLOWABLE SHEAR (PLF)	FRAMING CLIPS
				16 d's SINKER	Ø1/4" x 6" SDS SCREWS	A35's, LS50's (6), (7)
1	3/8" APA rated	8 d's @ 6" O.C.	8 d's @ 12" O.C.	260	@ 6" O.C.	@ 16" O.C.
2	3/8" APA rated	8 d's @ 4" O.C.	8 d's @ 12" O.C.	380	@ 4" O.C.	@ 12" O.C.
3	3/8" APA rated	8 d's @ 3" O.C.	8 d's @ 12" O.C.	490	@ 3" O.C.	@ 8" O.C.
4	3/8" APA rated	8 d's @ 2" O.C.	8 d's @ 12" O.C.	640	@ 2" O.C.	@ 8" O.C.
5	15/32" APA structural I rated	10 d's @ 2" O.C.	12 d's @ 12" O.C.	870	2 ROWS STAGG. @ 3" O.C.	@ 6" O.C.

- (1) SHEATHING PANEL JOINT AND SILL PLATE NAILING SHALL BE STAGGERED IN ALL CASES.
- (2) PROVIDE 3" NOMINAL OR WIDER FRAMING AT ADJOINING PANEL EDGES WITH NAILS STAGGERED.
- (3) STUDS ARE SPACED 16" O.C.
- (4) PERIODIC SPECIAL INSPECTION IS REQUIRED FOR SEISMIC DESIGN CATEGORY C, D, E & F.
- (5) FOR SEISMIC DESIGN CATEGORY D, E, & F, PROVIDE 3" NOMINAL OR WIDER FRAMING AT ADJOINING PANEL EDGES WITH NAILS STAGGERED. SEE DESIGN CRITERIA ON SN-1 SHEETS FOR SEISMIC DESIGN CATEGORY.
- (6) USE CLIPS @ 6" O.C. ON SIMPSON STRONG WALL & HARDY FRAME (U.N.O.).
- (7) USE SPACING PER SCHEDULE IF NUMBER OF FRAMING CLIPS ARE NOT SPECIFIED ON FRAMING PLANS.
- (8) SHEATHING CONFORMS TO EITHER DOC PS 1 OR PS 2 STANDARDS.

TYP. DETAIL AT SHEAR WALLS



KAMRAN MOAYEDI, P.E.



Issue Date Issue Description By Check

Seal/ Signature

REMODEL AT  
729 AVENIDA MAJORCA,  
UNIT D  
LAGUNA WOODS

Project Name

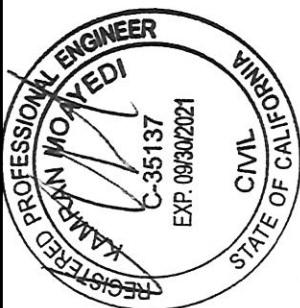
Description

Scale: Date:

S-2

Sheet Number:

**KAMRAN MOAYEDI, P.E.**



Issue Date	Issue Description	By	Check

Seal/Signature

REMODEL AT  
729 AVENIDA MAJORCA,  
UNIT D  
LAGUNA WOODS

Project Name

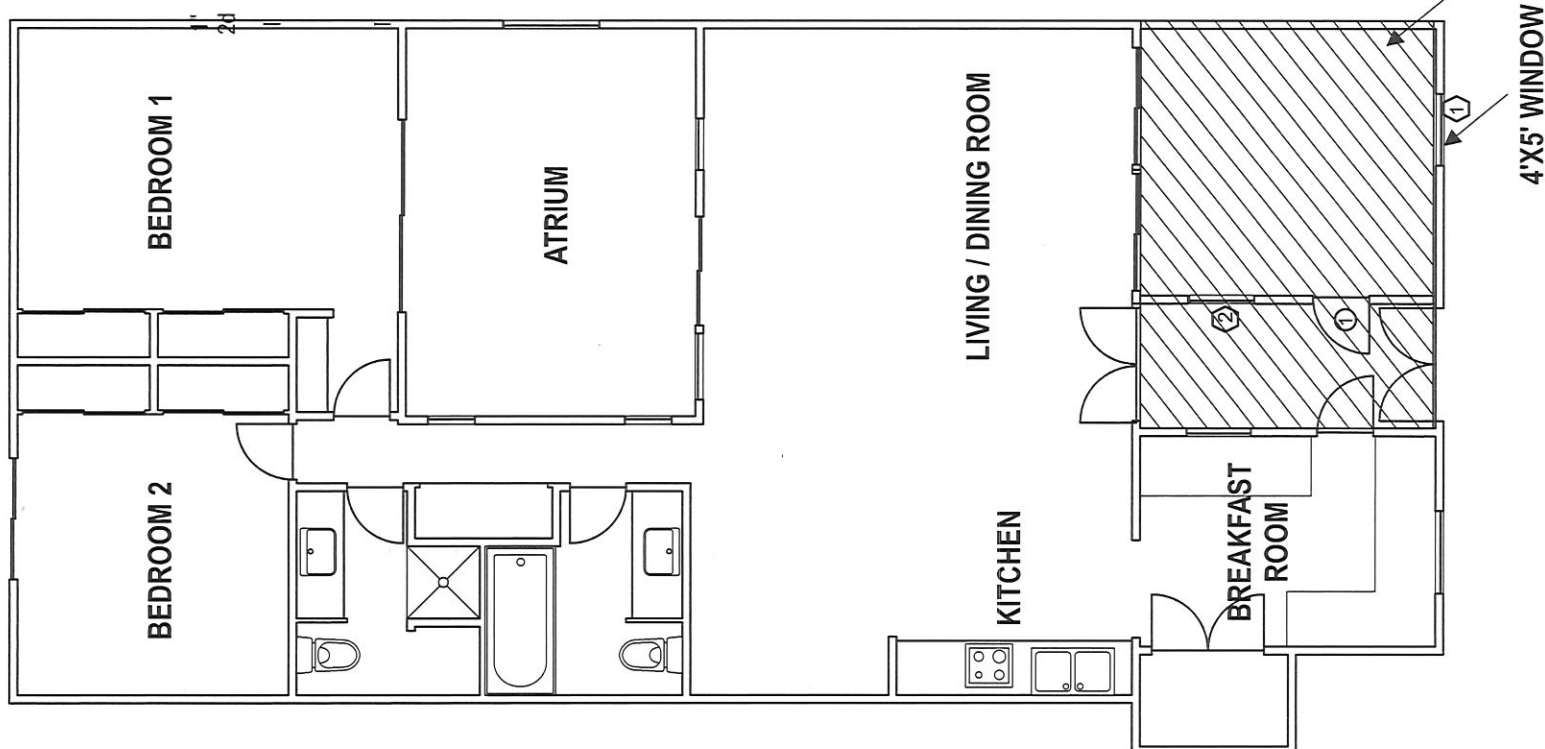
## PROJECT 2

Description

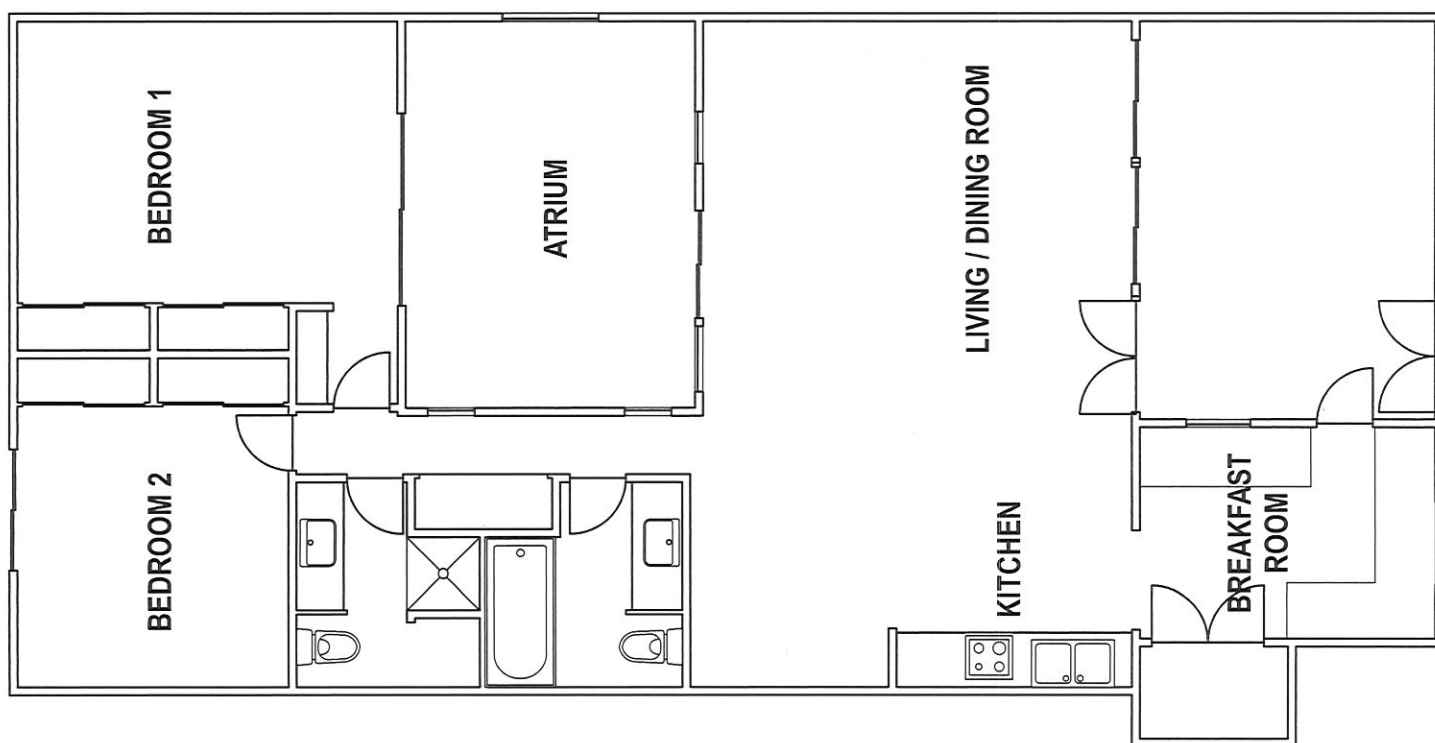
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**Sheet Number:**

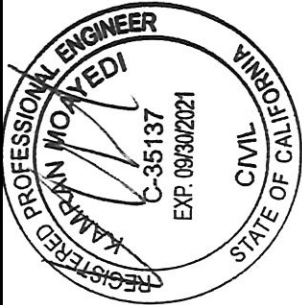
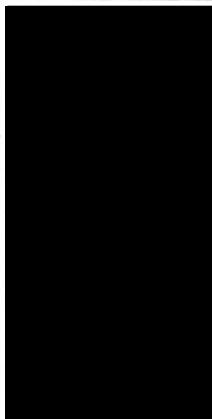


# NEW FLOOR PLAN



# EXISTING FLOOR PLAN

KAMRAN MOAYEDI, P.E.



Issue Date Issue Description By Check

Seal/Signature

REMODEL AT  
729 AVENIDA MAJORCA,  
UNIT D  
LAGUNA WOODS

Project Name

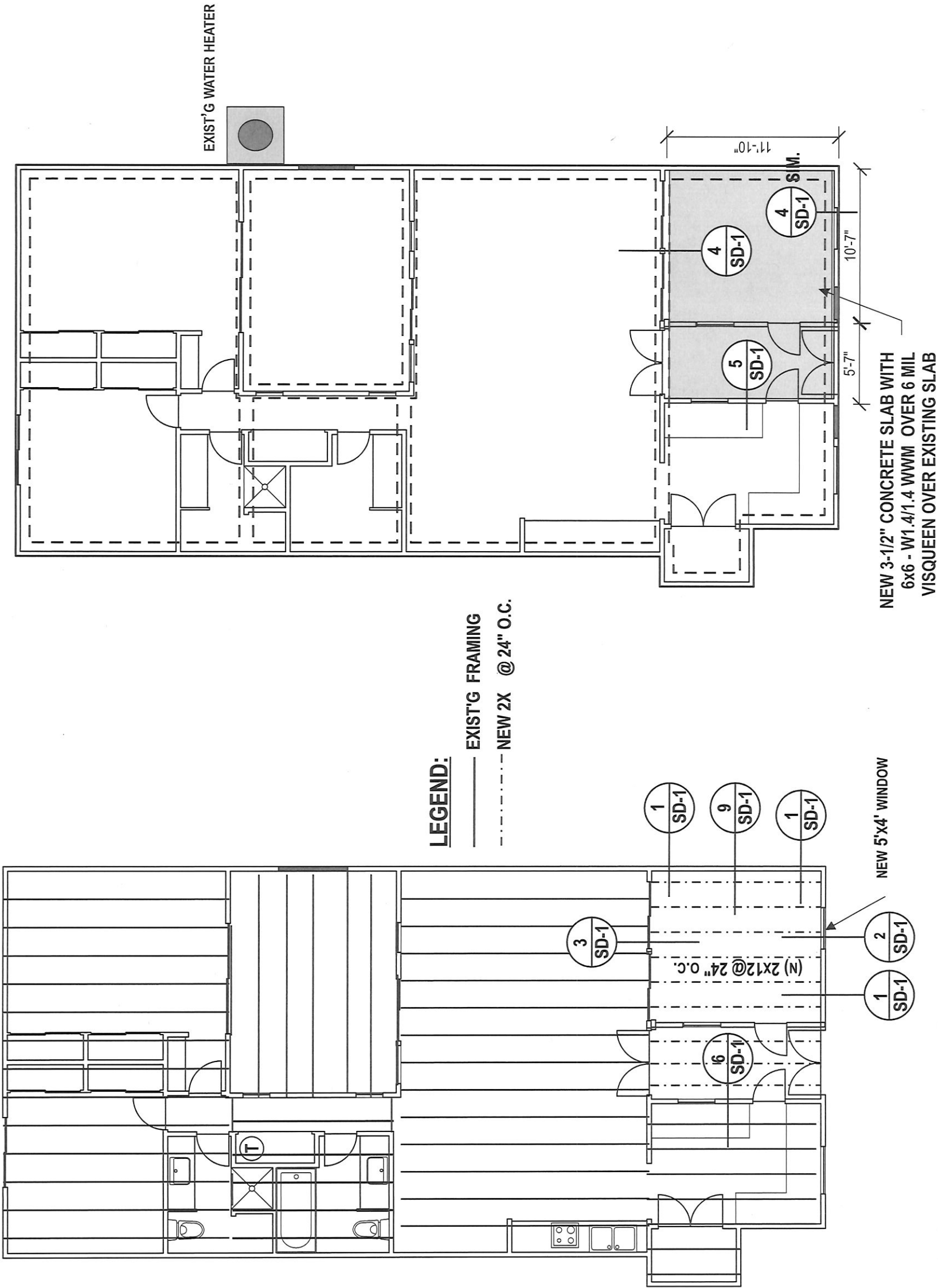
PROJECT 2

Description

Scale: Date:

S-4

Sheet Number:



LEGEND:

EXIST'G FRAMING

NEW 2X @ 24" O.C.

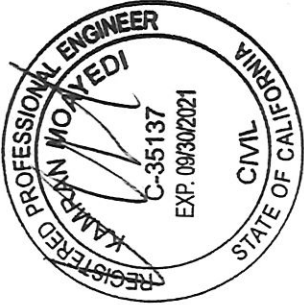
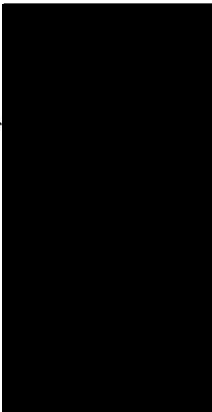
ROOF FRAMING PLAN

FOUNDATION PLAN





KAMRAN MOAYEDI, P.E.



Issue Date Issue Description By Check


Seal / Signature

REMODEL AT  
729 AVENIDA MAJORCA,  
UNIT D  
LAGUNA WOODS

Project Name

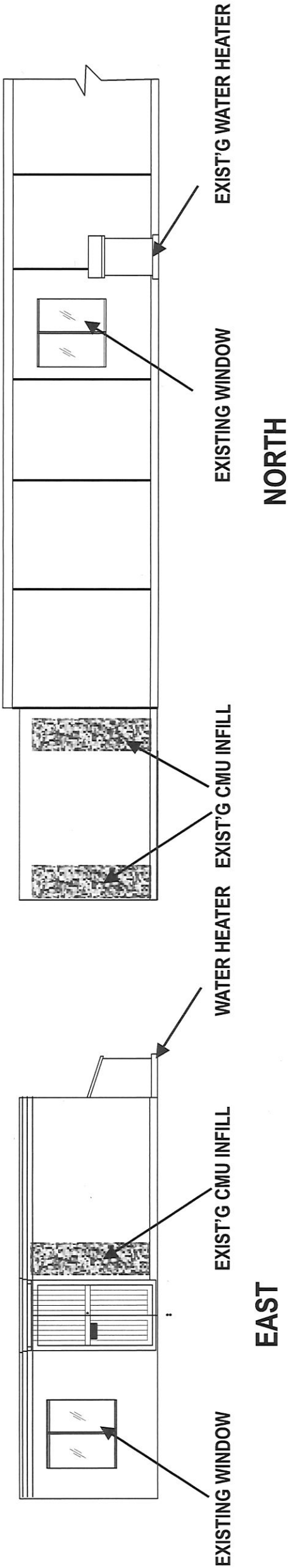
PROJECT 2

Description

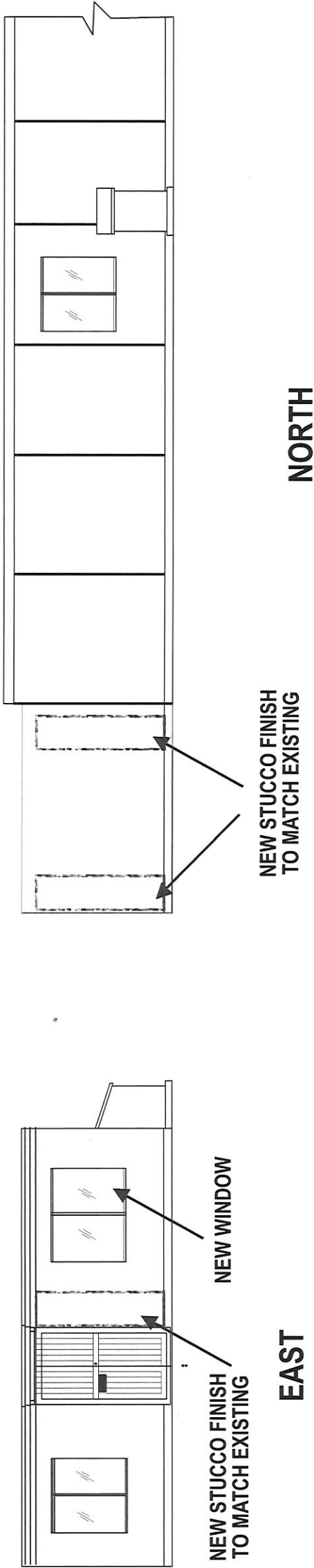
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S-5

Sheet Number:



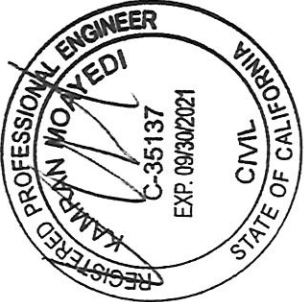
EXISTING ELEVATIONS



PROPOSED ELEVATIONS



KAMRAN MOAYEDI, P.E.



Issue Date Issue Description By Check

Seal/Signature

REMODEL AT  
729 AVENIDA MAJORCA,  
UNIT D  
LAGUNA WOODS

Project Name

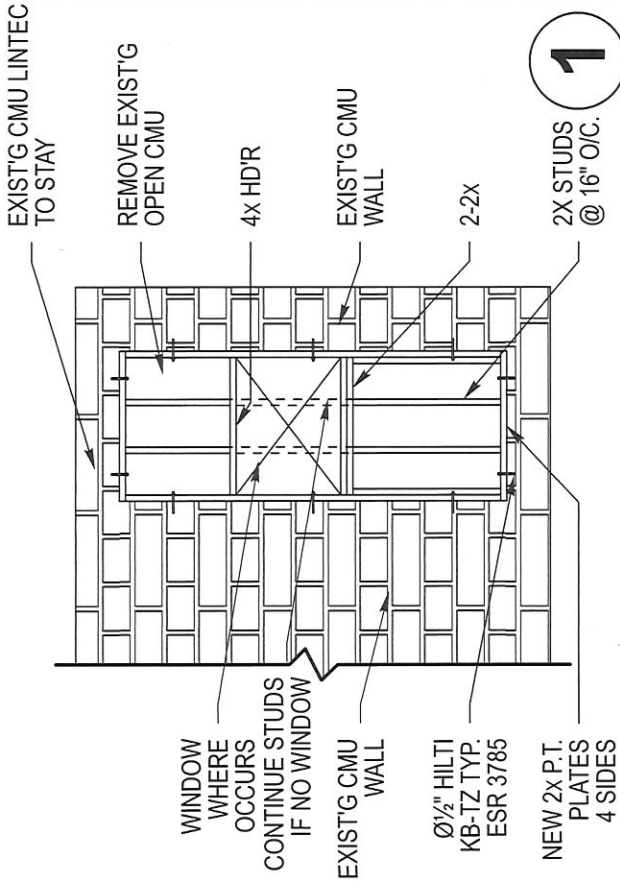
PROJECT 2

Description

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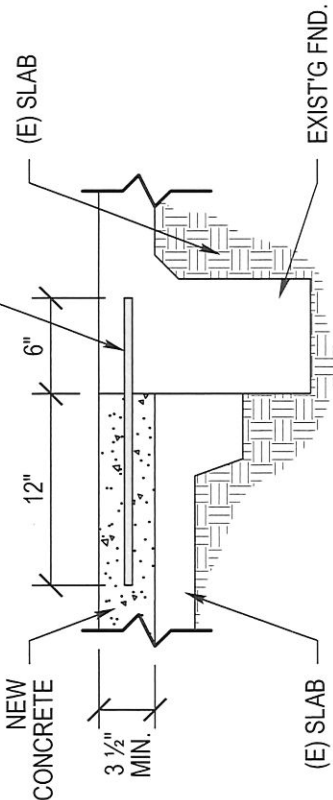
SD-1

Sheet Number:

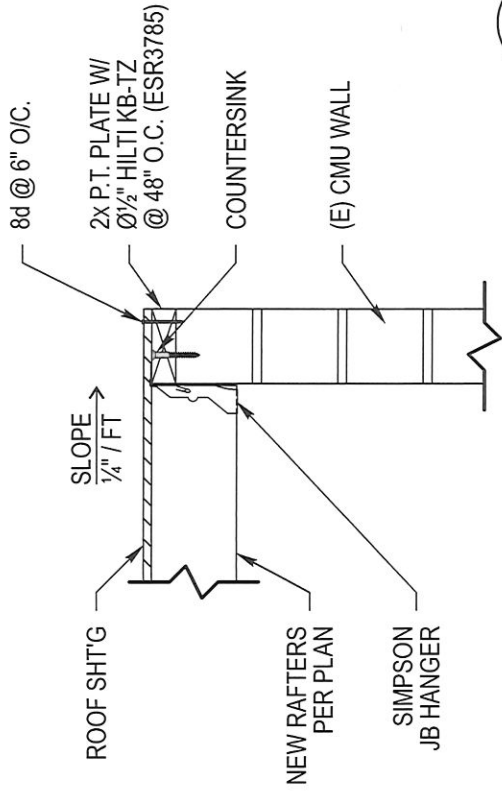


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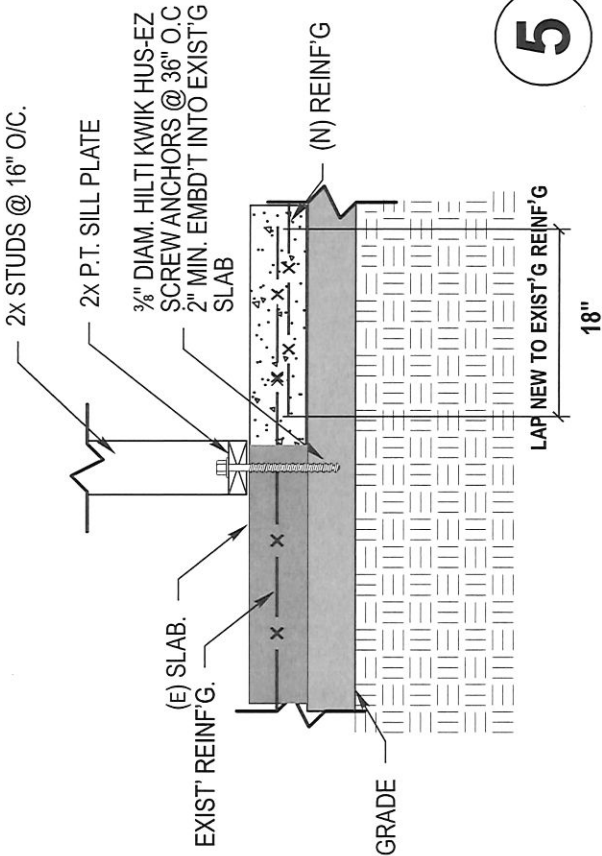
#4 BARS x 18" LONG  
@ 24" O.C.  
SET IN EPOXY



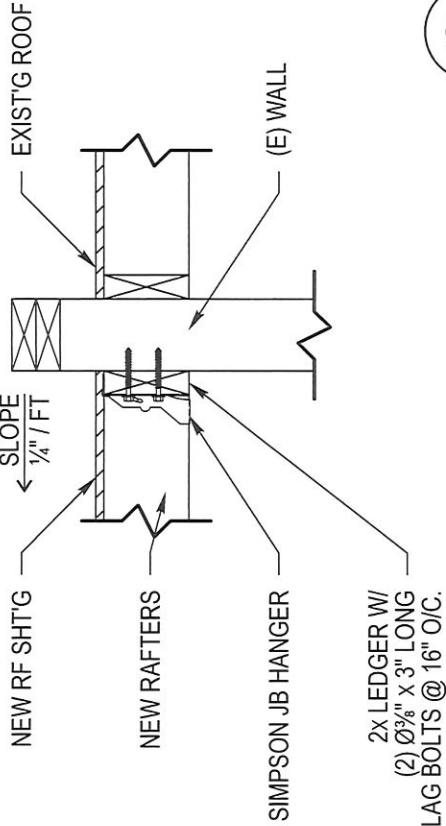
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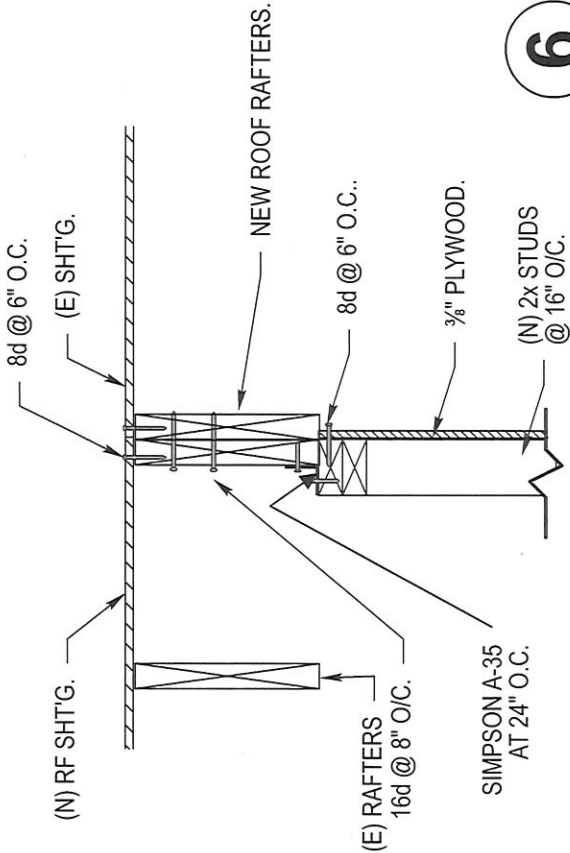
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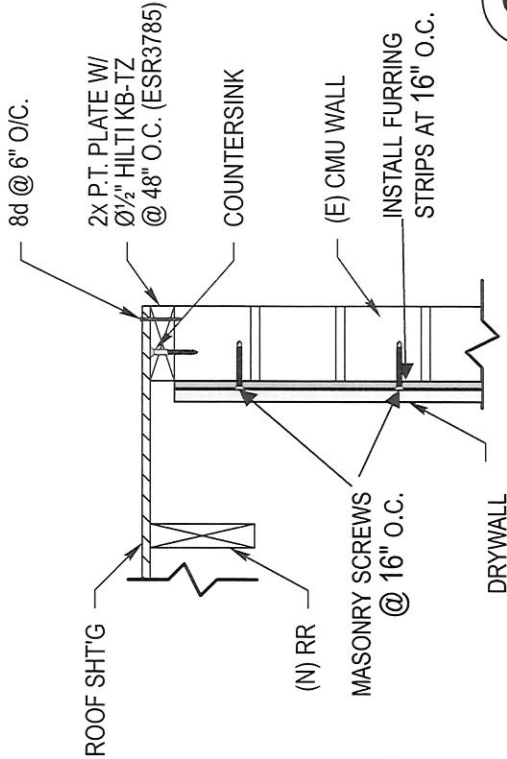
5



3



6



9

# ATTACHMENT 2 -Variance Request



Laguna Woods Village.

SCANNED

MANOR # 729-D

☒ ULWM

☐ TLHM

## Variance Request Form

SA 21463401

Model: <u>CORDOBA</u>	Plan: <u>1A4</u>	Date: <u>1/29/20</u>
Member Name: <u>Reza Bastani</u>	Signature <u>[Signature]</u>	
[Redacted]		
Contractor Name/Co: <u>MATT, MEMAR INC</u>		

### Description of Proposed Variance Request ONLY:

Remodeling of porch & patio!  
CONSTRUCT NEW ROOF on patio area, install one wall  
2 windows and ~~one~~ Door, Removing Floor Tiles  
and pour new concrete

### Dimensions of Proposed Variance Alterations ONLY:

The dimensions of the patio space is 12' x 11'

### FOR OFFICE USE ONLY

RECEIVED BY: [Signature] DATE RECEIVED: 1/29/20 Check# 1413 BY: MEMAR, INC.

<b>Alteration Variance Request</b>  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: _____	<b>Complete Submittal Cut Off Date:</b> <u>2/19/20</u>  <b>Meetings Scheduled:</b> Third AC&S Committee : _____ United AC&S Committee: <u>3/19/20</u> Board Meeting: <u>4/14/20</u>  <input type="checkbox"/> Denied <input type="checkbox"/> Approved <input type="checkbox"/> Tabled <input type="checkbox"/> Other _____
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



## ATTACHMENT 3 - Photos



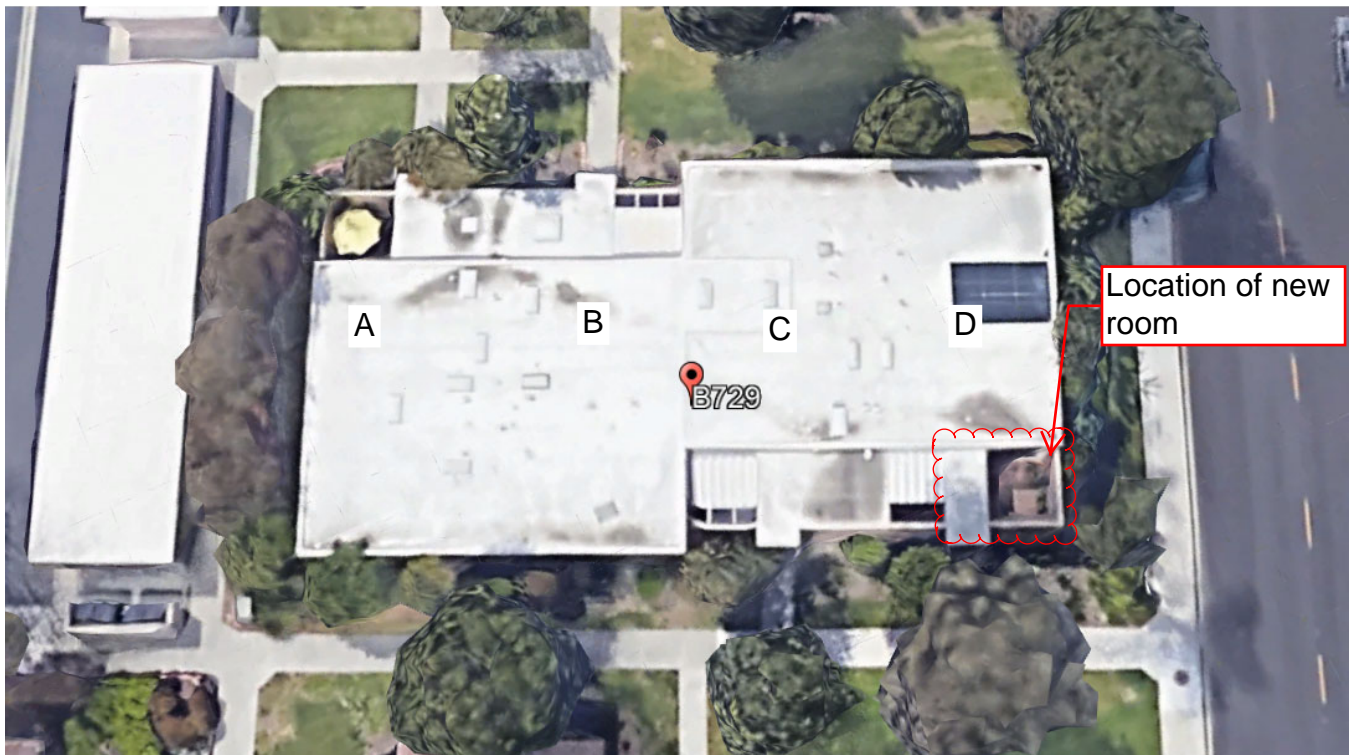


## ATTACHMENT 3 - Photos (continued)

*Side Elevation*



# ATTACHMENT 4 - Site Map



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**RESOLUTION 01-20-15**  
**VARIANCE REQUEST**

**WHEREAS**, Mr. Reza Bastani of 729-D Avenida Majora, a Cordoba style unit, requests Board approval for variance to add a second room in place of the existing front patio;

**WHEREAS**, a Neighborhood Awareness Notice was sent to Owners of affected units on March 6, 2020, notifying them that an application to make an alteration to a neighboring Unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee. The Architectural Controls and Standards Committee held a Special Meeting on April 2, 2020 and the Committee recommended approval for the variance request.

**NOW THEREFORE BE IT RESOLVED**, on April 14, 2020, the Board of Directors hereby approves the request for a room addition on the front patio with the conditions stated in Appendix A;

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Shareholder at 729-D and all future Shareholders at 729-D.

**RESOLVED FURTHER**; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

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## STAFF REPORT

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**DATE:** April 14, 2020  
**FOR:** United Laguna Woods Mutual  
**SUBJECT:** Recognition Agreement

---

### **RECOMMENDATION**

Approve the revised and amended Recognition Agreement.

### **BACKGROUND**

United Laguna Woods Mutual (United) is a stock cooperative housing development which holds title to all property and structures. Members own a share of stock in the corporation and are granted the right to occupy a specific unit upon approval of membership. Membership in United is not tied to real property ownership, and thus a mechanism was necessary to permit a lender to secure its loan with collateral owned by the corporation. United developed a Recognition Agreement to protect the financial integrity and solvency of the corporation. Since 1988, 21 different bodies have executed United's Recognition Agreement. Excepting loans currently in place, 20 of those lending entities no longer make co-op loans, presumably because they cannot risk being in second place in the event a member defaults to United.

The rate of financed co-op membership purchases historically trends between 20 and 22 percent. However, the rate in 2019 spiked to 25.5 percent.

As of January 9, 2020, NCB's 30 year fixed rate loan ranges between 3.875 percent and 4 percent; depending upon LTV and credit score. The rate is slightly higher than market rates to account for the additional risk NCB incurs by way of making loans in accordance with terms and conditions in the Recognition Agreement.

### **DISCUSSION**

The Recognition Agreement outlines the terms and conditions whereby the lender is able to secure its loan by encumbering United's real property on the basis of a loan being made to a prospective or existing member. The lender agrees to make United whole in the event of a member default, allows United to remain in first place should a default to United occur and allows United to exercise its right of first refusal to purchase a membership.

The Recognition Agreement, as written, would provide any state or federally chartered bank or credit union to make loans.

### **FINANCIAL ANALYSIS**

None.

United Laguna Woods Mutual  
Recognition Agreement  
March 10, 2020

**Prepared By:** Pamela Bashline, Community Services Manager

**Reviewed By:** Francis Gomez, Operations Manager  
Siobhan Foster, Chief Operating Officer

**ATTACHMENT(S)**

ATT 1 – Recognition Agreement

## **ENDORSEMENT (to Board)**

### **Discuss & Consider the approval of the revised and amended Recognition Agreement.**

United Laguna Woods Mutual (United) is a stock cooperative housing development which holds title to all property and structures. Members own a share of stock in the corporation and are granted the right to occupy a specific unit upon approval of membership. Membership in United is not tied to real property ownership, and thus a mechanism was necessary to permit a lender to secure its loan with collateral owned by the corporation. United developed a Recognition Agreement to protect the financial integrity and solvency of the corporation. Since 1988, 21 different bodies have executed United's Recognition Agreement. Excepting loans currently in place, 20 of those lending entities no longer make co-op loans, presumably because they cannot risk being in second place in the event a member defaults to United.

The rate of financed co-op membership purchases historically trends between 20 and 22 percent. However, the rate in 2019 spiked to 25.5 percent.

As of January 9, 2020, NCB's 30 year fixed rate loan ranges between 3.875 percent and 4 percent; depending upon LTV and credit score. The rate is slightly higher than market rates to account for the additional risk NCB incurs by way of making loans in accordance with terms and conditions in the Recognition Agreement.

The Committee reviewed the Recognition Agreement. The Committee members commented and asked questions.

Director Skillman made a motion to approve the Recognition Agreement. President Margolis seconded the motion.

By unanimous vote, the motion passed.

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When recorded return to:

United Laguna Woods Mutual  
c/o Village Management Services  
24351 El Toro Road  
P. O. Box 2220  
Laguna Hills, California 92654

### **RECOGNITION AGREEMENT**

This Recognition Agreement (the "Agreement") is made this \_\_ day of Month, \_\_\_\_\_, by and between UNITED LAGUNA WOODS MUTUAL, a California nonprofit mutual benefit corporation (the "Mutual") and \_\_\_\_\_ ("Lender"). The Mutual and Lender may collectively be referred to herein as the "Parties" and, sometimes, singularly as a "Party."

### **RECITALS:**

A. The Mutual is the owner of certain dwelling units located at Laguna Woods, California (the "Project"), more particularly described in Exhibit A to this document.

B. Each member of the Mutual (the "Member") owns a membership in the Mutual and the Golden Rain Foundation of Laguna Woods (collectively, the "Membership") and the "right to occupy" a specified unit owned by the Mutual. The "right to occupy" a unit is subject to the terms of an Occupancy Agreement (the "Occupancy Agreement") entered into between the Mutual and the Member.

C. Lender desires to continue to make secured loans to qualified Members. The loans are to be secured by a pledge to Lender of the Member's Membership, including the Member's membership certificate in the Mutual and the Member's membership in Golden Rain Foundation of Laguna Woods, together with the

Member's rights and interest under the Occupancy Agreement (collectively, "Member's Interest"). For the purposes of this document, either an assignment or an encumbrance of the Member's Interest as security for repayment of a loan is a "Pledge."

D. A Member's Interest may not be Pledged to Lender without the consent of the Mutual.

E. In order to avoid the administrative expenses to the Mutual and the Lender arising from Lender's submission to the Mutual of requests on an individual basis for approval of the Pledge to Lender of a Member's Interest as security for a loan from Lender to the Member, the Mutual and Lender desire to set forth the terms and conditions under which the Mutual consents to all such pledges by Members to Lender.

### **TERMS**

1. Mutual Protection. Lender, for itself and its successors and assigns, covenants and agrees that all of its rights and powers under any obligation entered into with any Member shall be in accordance with all terms and conditions of this Agreement (a "share loan") and shall be subordinate and subject to rights of the Mutual to collect monthly assessments, which are in turn utilized to fulfill the Mutual's responsibilities to State, County or local authorities to pay any and all taxes and similar expenses assessed against the Project, for which the Mutual as owner of the underlying property is responsible. Moreover, in the event the Mutual acquires the Member's Interest based on the foreclosure process pursuant to the Davis-Stirling Common Interest Development Act and in accordance with the Mutual's governing documents (whether under judicial foreclosure or nonjudicial foreclosure), the Lender's lien or any interest in the Project that the Lender had

shall automatically terminate, subject to the conditions hereinafter described. The Lender may cure the Member's default to the Mutual prior to any such foreclosure action.

The Mutual shall give written notice to the Lender in the event that: (1) the Mutual proceeds to record a Notice of Delinquent Assessments; or (2) the Mutual decides to accept the Member's Interest in lieu of foreclosure. The Mutual will give such written notice if the Lender provides a written request for such written notice and the opportunity to cure any Member's default to the Mutual. The Lender shall have thirty (30) days to cure the default after the notice of the Member's default to the Mutual or notice of the Mutual's intent to accept the Member's Interest in lieu of foreclosure is mailed.

2. Conditions of Applicability. Although this Agreement provides a general structure for the relationship between Lender and the Mutual, it shall apply only in cases where the affected Member specifically consents in writing to subordinate the Member's rights under his Occupancy Agreement and the Bylaws of the Mutual to those of the Lender set forth in this document.

3. Consent to Pledge. Until termination of this Agreement as provided in Paragraph 19 below, the Mutual hereby irrevocably consents to the Pledge of the following to Lender by any Member as security for any loan from Lender to the Member:

- (a) The Member's Membership;
- (b) The Member's Certificate; and,
- (c) All of the Member's rights and interest under the Occupancy Agreement between the Member and the Mutual.

Notwithstanding the Member's pledge to the Lender, the Member shall retain all rights,

privileges, and obligations of membership (specifically including the right to occupy and use the dwelling unit and community facilities, the right to vote, and the obligation to comply with the Occupancy Agreement and Bylaws of the Mutual) until and unless the Occupancy Agreement and membership rights are terminated under the provisions of the Occupancy Agreement and the Mutual's Bylaws or the pledged collateral is foreclosed or accepted in lieu of foreclosure by the Lender under the terms of the lending relationship between the Lender and the Member.

4. Notification of Pledges. From time to time, Lender may furnish in writing to Mutual, a list of all Members who have made pledges to Lender of the items listed in Paragraph 3(a), 3(b) and 3(c) above. The most current such list is hereinafter called the "List." The List shall be delivered according to Paragraph 21 of this Agreement.

5. Notices by Mutual to Lender. Within 30 days of receipt of a List, the Mutual agrees to furnish Lender written notification of the name of each Member on the List (a) who is in default (monetary or otherwise) for more than thirty (30) days under the terms of either the Occupancy Agreement between the Mutual and the Member or the Mutual's Bylaws or (b) who actually or constructively gives the Mutual notice of an intention to leave the Project, as provided in Article III, Section 4 of the Mutual's Bylaws or in any other fashion that indicates an intent to surrender the Member's right to occupy the dwelling unit, the Membership and the Certificate.

6. Right to Cure in the Event of Default. The Mutual agrees that it will not commence action to terminate the Occupancy Agreement or Membership of any Member on the List for a default under the terms of the Member's Occupancy Agreement or the Mutual's Bylaws without giving Lender prior written notice and the opportunity to cure said default or acquire such Member's Membership, Certificate and Occupancy Agreement in accordance with the following:



(a) Monetary Default. If the default arises from the Member's failure to make any payment due the Mutual (including late charges, interest and any other cost associated with the delinquency), and Lender or the Member cures said default within thirty (30) days after Lender's receipt of the Mutual's notice furnished pursuant to Paragraph 5 above, the Mutual shall not commence action to terminate the Member's Occupancy Agreement or membership. The Mutual's acceptance of any amounts paid by Lender to cure a Member's monetary default shall not constitute a waiver of the Mutual's rights under the Mutual's Bylaws concerning the occupancy and use of the Member's dwelling unit or the transfer of the Member's membership in the Mutual.

(b) Nonmonetary Default. If the default arises from the Member's failure to comply with a term or condition of either the Occupancy Agreement or the Mutual's Bylaws which does not require a payment of money to the Mutual and all amounts due under the terms of the Occupancy Agreement are kept current, the Mutual will not commence action to terminate the Member's Occupancy Agreement or Membership provided either the Lender causes the Member to cure such default within thirty (30) days of Lender's receipt of Mutual's notice furnished pursuant to Paragraph 5 above or the Lender provides the Mutual with a photocopy of a document commencing foreclosure of the pledge within such thirty (30) day period and continues with reasonable diligence to foreclose Lender's pledge by nonjudicial or judicial foreclosure.

7. Mutual's Transfer of Memberships and Termination of Occupancy Agreements in the Event of Default or Surrender. The Mutual retains its right to terminate and transfer the membership and terminate the Member's rights under the Occupancy Agreement of any Member on the List in accordance with Section 5 of Article III of the Mutual's Bylaws if:

(a) Lender consents to the transfer and termination by reconveyance

of Lender's deed of trust or otherwise; or,

(b) The Member's monetary default is not cured within the thirty (30) day period for which provision is made in Paragraph 6(a) above; or,

(c) The Member's nonmonetary default is not cured within the thirty (30) day period for which provision is made in Paragraph 6(b) above or the Lender does not (1) provide the Mutual a photocopy of a document commencing foreclosure of the pledge within said thirty (30) day period and (2) diligently pursue the foreclosure of its pledge.

In the event there is a nonmonetary default and, before it is cured, a monetary default occurs also, the Mutual may terminate the Member's Membership and transfer the Member's Membership and terminate the Member's rights under the Occupancy Agreement wherever it is entitled to do so under the provisions of any of subparagraphs (a), (b) or (c).

If Lender pays the Mutual all amounts which become due the Mutual from the defaulting Member and Lender furnishes Mutual with evidence of Lender's having acquired Member's rights and interest under the Occupancy Agreement, the Certificate, and Member's Membership prior to the Mutual's termination of the Member's Membership and the Member's rights under the Occupancy Agreement, the Mutual will issue a new Certificate and enter into a new Occupancy Agreement with a designee of Lender approved by the Mutual (as provided in Paragraph 8 below) as soon as reasonably possible after such termination or surrender.

Notwithstanding the provisions of the Mutual's Bylaws and any failure by Lender diligently to foreclose its pledge, the Mutual shall deliver to Lender (instead of the Member) any amount that may become due the Member under either Section 4 or Section 5 of the Article III of the bylaws of the Mutual, up to the amount due Lender

under the provisions of its note and pledge, as provided in Paragraph 8 below.

8. Lender's Right to Proceeds or to Designate Transferee If Mutual Redeems or Accepts Surrender of Membership. If the Mutual exercises its option to purchase the Membership of any Member on the List in accordance with Section 4 of Article III of Mutual's bylaws upon a Member's actual or constructive notice of an intention to leave the Project, Mutual shall pay Lender from the funds otherwise payable to the Member an amount not exceeding the Member's indebtedness to Lender. In the event the amount otherwise payable to the Member is less than the Member's indebtedness to Lender, then if Lender pays Mutual all amounts owed to the Mutual by the Member under the provisions of Section 4 of Article III and any other provision of the Mutual's bylaws or Occupancy Agreement within 30 days after the Mutual exercises its option to purchase the Membership or after the Mutual accepts a surrender of the Member's Membership, right to occupy, and Certificate, the Mutual will issue a new Certificate and enter into a new Occupancy Agreement with a designee of Lender approved by the Mutual (as provided in Paragraph 9 below) as soon as reasonably possible after all payments due are received by the Mutual.

9. Foreclosure by Lender.

(a) If Lender forecloses its Pledge or accepts an assignment of the Occupancy Agreement encumbered by the deed of trust, the Membership, and the Certificate in lieu of foreclosure, Lender shall give the Mutual the first right of refusal to purchase the Membership Interest. Thereafter, if the Mutual declines to purchase the Membership Interest within a reasonable time, Lender will then use its best efforts to sell the Membership Interest (or lease the dwelling unit as allowed by Paragraph 11 below) as rapidly as reasonably possible.

(b) When Lender seeks the Mutual's approval of a designee pursuant to

Paragraph 7 or Paragraph 8 above, the Mutual will not unreasonably withhold its approval of such designee who meets the Mutual's customary requirements. The Mutual shall review the qualifications of the designee in the same manner as it reviews the qualifications of a prospective purchaser of a Certificate from any Member, and the Mutual's requirements or standards for membership shall not be applied capriciously or arbitrarily.

(c) During the period between Lender's foreclosure or acceptance of an assignment in lieu of foreclosure and the sale of the Membership to a designee approved by the Mutual, Lender shall not be considered a member, *per se*, and shall have no right to occupy or use the dwelling unit or common facilities or to vote. Lender's rights shall be limited to those specified in this Agreement. However, during this period Lender shall have the same duties and responsibilities under the Mutual's bylaws and the former Member's Occupancy Agreement as the former Member had - specifically including the former Member's obligation to pay the monthly carrying charges promptly. Moreover, the Mutual shall have the same remedies against Lender in the event of default that it had against the former Member.

(d) The Parties hereto agree and covenant that if Lender forecloses its Pledge or accepts an assignment of the Pledge in lieu of foreclosure, that Lender's interest in the Project is taken subject to any and all sums due and owing Mutual by the former member under the Occupancy Agreement or otherwise ("Defaulted Sums"). Lender agrees to pay all Defaulted Sums to Mutual upon sale or lease of the membership or dwelling unit, regardless of whether Mutual has obtained or perfected a lien against the membership and regardless whether the proceeds from any such sale or lease exceed or satisfy sums due and owing Lender by the former Member; the Parties agree that under any and all circumstances Lender shall pay Mutual the full

amount of the Defaulted Sums upon sale or lease of the membership or dwelling unit.

10. Indemnification of the Mutual. Lender shall indemnify the Mutual against, and hold the Mutual free and harmless from, any loss, liability or expense (including reasonable attorneys' fees and the cost of litigation) incurred by the Mutual in connection with any claim by a Member or the Member's successors in interest which arises out of Lender's representations or actions pursuant to this Agreement.

11. Lender's Right to Lease or Sublease. Lender shall have the same right to lease or sublease the dwelling unit of a Member whose Membership, Certificate, and right to occupy are obtained by Lender through foreclosure or assigned to Lender in lieu of foreclosure to the same extent and on the same terms and conditions as the Member otherwise would have.

12. Amendment to Occupancy Agreement and Bylaws. The Mutual agrees that it will not consent to or make any amendment that is materially detrimental to Lender's rights under this Agreement to any Occupancy Agreement between the Mutual and any Member on the List or to the Mutual's Bylaws without obtaining Lender's prior written consent, which consent shall not be withheld unreasonably.

13. Estoppel Statement. Within ten (10) days after receipt of a request for an estoppel statement, either Party shall deliver to the other a written statement of the magnitude and nature of any amounts which the Party alleges is due from a Member on the List. Such statement shall be binding upon the Party providing the statement as of the date of the statement. The party providing the statement shall have the right to require the Party requesting the statement to pay a reasonable fee for the provider's cost to prepare and reproduce such statement.

14. Inspection Rights. Lender shall have the same rights of inspection of the books and records of the Mutual as are granted to a Member by the Bylaws of the

Mutual and the California Corporations Code.

15. Fire and Casualty Insurance. The Mutual warrants that it has and will maintain until the termination of this Agreement fire and casualty insurance with extended coverage of all buildings containing a dwelling unit which is the subject of an Occupancy Agreement with a Member on the List in an amount as near as reasonably possible to the full replacement value of such buildings (including, without limitation, all portions of such dwelling unit consisting of built-in or set-in appliances and cabinets, as initially installed or replacements thereof, or as installed by or at the expense of the Member), without deduction for depreciation. To the extent reasonably possible, each such policy of fire and casualty insurance shall provide for waiver of subrogation of claims against residents of Laguna Woods Village.

16. Casualty Losses. The Mutual hereby waives and releases all claims against Lender resulting from an insured or uninsured casualty to the extent of the insurance proceeds available plus any deductible under insurance coverage, whether or not the damage or injury is caused by the Member's negligence, fault or misuse. Notwithstanding any provision of the bylaws or of the Occupancy Agreement with a Member on the List, the Mutual shall repair or replace the dwelling unit subject to the Occupancy Agreement with a Member on the List that is damaged or destroyed as a result of an insured casualty in a manner that restores the dwelling unit to substantially its condition and value prior to the damage or destruction if the cost of doing so does not exceed the insurance proceeds plus the deductible under the insurance coverage. If the cost of repairing or replacing such damaged dwelling unit in a manner that restores it to substantially its condition and value prior to the damage is greater than the insurance proceeds available to the Mutual for such purpose plus the deductible under the insurance coverage and the Mutual elects not to repair and replace it, then the

Mutual shall pay Lender from funds otherwise payable to the Member an amount not exceeding the Member's indebtedness to Lender prior to paying any portion of such insurance proceeds to such Member or using any portion of such proceeds for any purpose other than to satisfy any amounts owed by such Member to the Mutual.

17. Condemnation Awards. If the Mutual receives an award for condemnation or taking of all or any portion of a dwelling unit which is subject to an Occupancy Agreement in favor of a Member on the List or any other award for condemnation or taking a portion of which is allocable to a Member on the List, the Mutual shall pay Lender from the funds otherwise payable to the Member an amount not exceeding the Member's indebtedness to Lender prior to paying any portion of the condemnation or taking award to the Member or using any portion of such proceeds for any purpose other than to satisfy any amounts owed by such Member to the Mutual.

18. Further Blanket Encumbrances. The Mutual agrees that it will not consent to any further blanket lien or blanket deed of trust encumbering real property which is subject to Occupancy Agreements owned by Members on the List without giving Lender sixty (60) days prior written notice.

19. Termination. This Agreement may be terminated at any time by either party by giving sixty (60) days prior written notice of said termination to the other party; provided, however, that following any such termination, the terms and provisions of this Agreement shall remain in effect as to all Memberships, Certificates, and Occupancy Agreements then transferred or pledged to Lender as of the date of such termination, until (a) such time as the obligations secured by such transferred or pledged Memberships, Certificates, and Occupancy Agreements have been satisfied or (b) Lender has acquired such Memberships, Certificates, and Occupancy Agreements

pursuant to its right of foreclosure or assignment in lieu of foreclosure and such Memberships, Certificates, and Occupancy Agreements have been transferred to eligible Members approved by the Mutual, whichever occurs first.

20. Recording of Memorandum of Occupancy Agreement. Upon Lender's request, the Mutual shall execute, acknowledge and deliver to Lender a Memorandum of Occupancy Agreement in a form that will permit recordation of such Memorandum of Occupancy Agreement in the Official Records of Orange County, California.

21. Notices. Any notice or consent required pursuant to the terms hereof shall be deemed given when personally delivered to an authorized representative of a party or if mailed, it shall be deemed given five (5) days after mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Mutual:

United Laguna Woods Mutual  
c/o Village Management Services  
24351 El Toro Road  
P. O. Box 2220  
Laguna Hills, California 92654

If to Lender:

or to such other address as either party may specify from time to time.

22. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties. As used herein, the term "Lender" includes, in addition to the lender named herein, (1) any other



lender; (2) any investor of any type which has then succeeded to the Lender's right and interest in all or any part of the loans subject to this Agreement; (3) any person or institution which may service the loans for such institutional lender or investor; and, (4) any institutional insurer or institutional guarantor of all or any part of any loan to a Member of the Mutual that is subject to this Agreement. The Mutual shall have an obligation to notify any person or institution other than the Lender named herein only if that person or institution has provided written notice of its interest in a specified dwelling unit as provided in Paragraph 21 above.

23. Miscellaneous. As used herein, words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. In Witness herewith this Agreement has been executed as of the date set forth above.

Lender:

Mutual:

**UNITED LAGUNA WOODS MUTUAL,**  
a California nonprofit mutual benefit  
corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Secretary

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## **RESOLUTION 01-20-XX**

### **Objective Standards for Approval to Loan within United Laguna Woods Mutual**

**WHEREAS**, United Laguna Woods Mutual (hereinafter United or Corporation), is a nonprofit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative nonprofit basis pursuant to the provisions set forth in its Occupancy Agreement, Articles of Incorporation, Bylaws and Board Resolutions (collectively referred to as the “Governing Documents”);

**WHEREAS**, the Corporation’s Amended and Restated Bylaws (Bylaws) provide that the purpose of the Corporation is to “manage, maintain, preserve, and administer the business of a common interest development, specifically, a stock cooperative” (Bylaws Article II, Section 1);

**WHEREAS**, the Board of Directors of the Corporation is authorized to establish policy and perform various administrative activities (Bylaws Article II, Section 3);

**WHEREAS**, United is a stock cooperative housing development and holds title to all property and structures in United wherein each Shareholder-Member has ownership of one share in the Cooperative and is granted the right to occupy a specific unit pursuant to an Occupancy Agreement provided each Shareholder-Member meets the age requirement and the financial qualifications set forth in the Financial Qualifications Policy (rev. 09-10-19);

**WHEREAS**, pursuant to the above authority or otherwise contained in the Governing Documents, included among the Board of Directors’ management responsibilities is the vetting of lenders seeking to loan money to Shareholder-Members secured by property within United, in order to ensure the continued solvency of the Corporation;

**WHEREAS**, the Board of Directors requires a lender to sign its Recognition Agreement, giving United Mutual first right of refusal and agreeing to pay assessments when due in the event the member defaults in its obligation to pay assessments;

**WHEREAS**, through counsel, the Board of Directors has enumerated objective criteria lenders must satisfy in order to loan to Shareholder- Members within United, including that the prospective lender is either a state or federally chartered bank or credit union;

**NOW THEREFORE BE IT RESOLVED**, April 14, 2020, that the following resolution is adopted by the Board of Directors:

1. **Acknowledging and Approving Qualified Lenders.** The Corporation, by and through its Board of Directors, is authorized to approve lenders based on confirmation of satisfaction that the prospective lender is either a state or federally chartered bank or credit union.
2. **Further Acts.** The Board of Directors may do and perform such other acts and things as may be reasonably necessary and proper in order to carry into effect the provisions of this Resolution.

**BE IT FURTHER RESOLVED**, that the officers, directors and agents of this Corporation are authorized to carry out the purpose of this Resolution.

MARCH Initial Notification

28-day notification for member review and comment to comply with Civil Code Section 4360 has been satisfied.



## STAFF REPORT

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**DATE:** April 14, 2020  
**FOR:** Board of Directors  
**SUBJECT:** Handyman Program Phase II (Chargeable Services)

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### **RECOMMENDATION**

Review and approve the revised list chargeable services and the updated Resolution 01-20-XX (Attachments 1 and 2).

### **BACKGROUND**

On January 9, 2018 the United Board approved implementation of a handyman service for its residents as a pilot program. It was proposed to help with everyday repairs not covered by monthly assessments or chargeable services. The wide range of benefits was intended to assist participants with everyday chores that have become a burden.

Despite the enormous value the program created and a variety of advertising methods, the program simply didn't create the demand that staff expected. The Board terminated the program in June 2019.

Immediately after terminating the handyman program, a non-governance task force was created to review and propose options for residents who were still in need of handyman type services.

The first phase generated by the task force was the setup of a third party vendor, NeighborING, that provides simple, non-technical services for a nominal charge. This vendor is not associated with the Mutual; however they have agreed to reduce certain fees in order to service a large customer area within the Village. More than 500 advertising fliers for NeighborING have been distributed by volunteers. The fliers let residents know in detail which services are provided and how to go about hiring NeighborING.

The second phase the task force has focused on is revising the non-emergency maintenance chargeable services that are provided by in-house staff. The proposed list adds a number of services for alterations which have not been previously provided to shareholders.

### **DISCUSSION**

The Mutual has historically planned for various levels of work as non-emergency maintenance chargeable services. These chargeable service repairs are typically items of work for which the Mutual is not responsible; such repairs have been included in the annual budgeted service levels as a courtesy to members. Chargeable services are provided at no cost to the Mutual.

Labor is prorated to the tenth of an hour and applied at the current billing rate for the relevant department; materials are passed through at cost; and a flat rate \$10.00 service charge is applied.

The addition of other non-emergency chargeable services may alter the staffing level required to accommodate the increase in requested work. Careful consideration must be given to staffing levels if the number of non-emergency maintenance chargeable services is increased, so these hours, and potentially new positions, may be reflected in subsequent budget proposals.

The estimated number of staff hours to complete the additional chargeable services is unknown at this time, and will depend on direction provided by the Board relative to new services.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Laurie Chavarria, Executive Assistant

**Reviewed By:** Velny Soren, Maintenance Operations Manager  
Ian Barnette, Maintenance Services Manager  
Ernesto Munoz, Maintenance & Construction Director

### **ATTACHMENT(S)**

Attachment 1 – Proposed Chargeable Services

Attachment 2 – Revised Resolution 01-20-XX

## **ENDORSEMENTS (to Board)**

### **1. Revised List of Non-Emergency Maintenance Chargeable Services**

Staff Officer Velny Soren summarized the report and answered questions from the Committee.

On January 9, 2018 the United Board approved implementation of a handyman service for its residents as a pilot program. It was proposed to help with everyday repairs not covered by monthly assessments or chargeable services. Despite the enormous value the program created and a variety of advertising methods, the program simply didn't create the demand that staff expected. The Board terminated the program in June 2019.

Immediately after terminating the handyman program, a non-governance task force was created to review and propose options for residents who were still in need of handyman type services.

The task force was instrumental in obtaining the services of a third party vendor, NeighborING, that provides simple, non-technical services for a nominal charge.

In addition, the handyman task force focused on revising the non-emergency maintenance chargeable services that are provided by in-house staff. The proposed list adds a number of services for alterations which have not been previously provided to shareholders.

Discussion ensued regarding the chargeable service list; document column titles and the time frame for services based on the date the request was received.

A motion was made and unanimously carried to recommend that the Board approve the revised list of non-emergency chargeable maintenance services and the updated Resolution, with the following changes: Change the document name from Non-Emergency Maintenance Chargeable Services to "Chargeable Services" and change the column heading from Cost to "Estimate."

### **2. 2020 Project Priorities**

Staff Officer Velny Soren summarized the Mutual's projects and programs to be completed in 2020 and proposed which items should be prioritized and which could be defunded from the current fiscal year.

Discussion ensued regarding the importance of each program and the proposed savings.

A motion was made and unanimously carried to recommend that the Board defund the Foundations Program in the amount of \$43,836 and partially defund the Shepherd's Crook Program by \$125,000. The total amount to be defunded from both programs is \$168,836.

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## Attachment 1 – Chargeable Services

# Chargeable Services

The Board of Directors of the United Laguna Woods Mutual passed **Resolution 01-20-XX** on March 10, 2020, to approve the following updated schedule of chargeable services. This program has been implemented for the convenience of the Shareholders of United Mutual.

Trade	Description of Service	*Limitations	*Estimate
<b>Appliance</b>	Install Alteration Dishwasher (Plug-in Only, No Modifications)	Resident Supplied	\$195.00
	Install Alteration Stove Top (Hard Wired, No Modifications)	Resident Supplied	\$160.00
	Install Alteration Oven (Hard Wired, No Modifications)	Resident Supplied	\$230.00
	Install Alteration Wall Mounted Microwave (No Modifications)	Resident Supplied	\$160.00
	Install or Replace Ice Maker Tubing for Refrigerator	Resident Supplied	\$75.00
	Replace or Clean Alteration Range Hood Filter	Resident Supplied	\$55.00
<b>Electrical</b>	Replace Alteration Ceiling Light (like for like)	Resident Supplied	\$170.00
	Replace Alteration Ceiling Fan (like for like)	Resident Supplied	\$235.00
	Replace Alteration Switch (Dimmer okay, No Relocation)	Resident Supplied	\$80.00
	Replace Alteration Outlets (GFCI okay, No Relocation)	Resident Supplied	\$80.00
	Replace Alteration Light Sockets/Ballasts	Resident Supplied	\$160.00
<b>Carpentry</b>	Replace Alteration Entry Door Dead Bolt Lock (excludes keyless systems)	Resident Supplied	\$55.00
	Install or Replace Entry Door Peep Holes, Mail Slots and Entry Door Screens (applicable to alteration doors only)	Resident Supplied	\$69.00
	Replace Broken or Cracked Alteration Windows (like for like replacement, excludes any windows requiring high reach equipment such as aerial lifts)	Resident Supplied	\$1,200.00
	Repair Small Interior Drywall Holes (does not include painting)	Mutual Supplied	\$70.00
	Install New or Replace Existing Alteration Towel Bars or Grab Bars (installed in drywall only, not in fiberglass or tile)	Resident Supplied	\$40.00
	Replace or Install Alteration Door Stops/Bumpers	Resident Supplied	\$69.00
	Size Interior Doors for New Alteration Flooring	Mutual Supplied	\$69.00
	Repair Alteration Sliding Glass Doors/Screens	Resident Supplied	\$69.00
	Repair Alteration Sliding Windows/Screens	Resident Supplied	\$69.00
	Repair/Replace Alteration Entry Screen Doors	Resident Supplied	\$69.00
	Repair Alteration Sliding Closet/Wardrobe Door	Resident Supplied	\$69.00
	Repair/Replace Alteration Chopping Board/Bread Board	Resident Supplied	\$69.00
	Repair/Replace Alteration Baseboards and Moldings	Resident Supplied	\$69.00
	Repair/Replace Alteration Drawer Guides	Resident Supplied	\$69.00
	Install Alteration Entry Door w/ Lock (Requires an approved Mutual Consent)	Resident Supplied	\$450.00
	Repair Alteration Carport Condensation Panels	Resident Supplied	\$96.00
	Removal Alteration Carport Condensation Panels (includes painting)	Resident Supplied	\$458.00

**Attachment 1 – Chargeable Services (continued)**

<b>Plumbing</b>	Repair Alteration Garbage Disposal	Resident Supplied	\$55.00
	Replace an Alteration Garbage Disposal	Resident Supplied	\$90.00
	Repair/Replace Alteration Shower Head	Resident Supplied	\$90.00
	Repair/Replace Valve for Ice Maker Line (as long as there is no active leak)	Resident Supplied	\$90.00
	Repair/Replace Alteration Faucet (cartridge style)	Resident Supplied	\$90.00
	Repair/Replace Alteration Sink/Basin Spray Heads, Drain Traps, Basin Stoppers, Pull-Rods, Hoses, Supply Lines (as long as there is no active leak)	Resident Supplied	\$80-160.00
	Repair/Replace Alteration Kitchen Sink & Bathroom Basin (like for like)	Resident Supplied	\$160.00
	Repair/Replace Alteration Fitting/Flange/Valves (as long as there is no active leak)	Resident Supplied	\$90.00
	Repair/Replace Alteration Toilets (as long as there is no active leak)	Resident Supplied	\$90.00
	Repair/Replace Toilet Seat	Resident Supplied	\$70.00
	Replace Alteration Shower Mixing Valve	Resident Supplied	\$90.00
	Replace Alteration Water Heater (as long as there is no active leak)	Resident Supplied	\$230.00
<b>Painting</b>	Interior Touch-up Painting (partial wall)	Resident Supplied	\$80.00
	Interior Touch-up Painting (full wall)	Resident Supplied	\$130.00
<b>*LIMITATIONS</b>	Estimated cost includes a \$10 service charge, labor and materials (as noted above). Most parts are to be provided by the Resident.		
	All Mutual supplied parts will be standard brand only.		
	All Mutual supplied parts will be limited to parts in stock.		
	All Mutual provided parts and labor carry a 30-day warranty, unless specified otherwise.		
	Resident Supplied = Resident to supply the replacement or repair parts at the time of service.		
	Failure to be present at the time of service will result in a \$50.00 Missed Maintenance Appointment Fee.		

*Handyman Part-B “Chargeable Services”*

*Status as of 3/3/2020*

*The Handyman Task Force has successfully introduced the small Chores or Part-A of the Handyman Program. NeighborING Inc., has been working with our Social Services for about two years when residents needed assistance to have simple but necessary tasks to be done for maintaining their quality of life.*

*NeighborING has about 150 college students who have been background checked and they also wear NeighborING t-shirts for clear identification. Their cars are also identified with NeighborING stickers. Social Services have had no complaints about the services provided by them to our residents to date.*

*A small pilot was organized of seven residents who had hired the NeighborING services. One had requested a moving out services and had left his subleased unit. The other six residents gave NeighborING a perfect score and they were sure to hire them again in future as needed.*

*The next phase of the Handyman is to understand how reliable professional work of plumbers, electricians, carpenters, etc.; can be made available for residents with altered or upgraded manors. NeighborING cannot tackle such jobs as the college students are not professionally trained for such work and so cannot perform these tasks. Such services are offered to residents as part of maintenance when manors are in original condition but not “altered or upgraded” by the Lessees. The residents with altered or upgraded manors are presently using their own outside services whenever they need such assistance. The residents with alterations will soon have another choice, i.e.; “Chargeable Services”, whereby our VMS staff of professionals can be hired to perform such services, if the residents so wish to hire them. The cost of labor is directly passed on to the residents who hire these “chargeable services”. There is NO mark up or burden charges added to these. This way there is no sharing of costs by the rest of the association members. Advantage to the residents is they will get a reliable professional team who will stand behind their work.*

*The residents will be provided an estimate of the charges depending on approximate hours the job is anticipated to take. There will be an upfront charge of \$10 to cover the cost of the visit by VMS professional to provide the resident with the estimate.*

*On March 10, 2020, at the United Laguna Woods Mutual’s monthly meeting, the M&C team will introduce a resolution to accept “Chargeable Services”. Along with this, there will also be presented a table showing various chargeable services and the estimated charges for the same. Copies of this table will be available for residents on the village website soon.*

*Hoping the resolution passes and Chargeable Services will be offered starting April 9, 2020 once the required 28 days have passed.*

*Sincerely,*

*Cash Achrekar*

*Handyman Task Force Team Leader.*

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Attachment 2 – Revised Resolution

**Resolution 01-20-XX  
Revised Chargeable Services**

**WHEREAS**, the Board established a “Chargeable Maintenance Services Policy” by way of Resolution 01-04-28; and

**WHEREAS**, the Board amended the policy on June 12, 2007 to remove single fixture stoppages as a chargeable service; and

**WHEREAS**, the Board amended the policy further by way of Resolution 01-17-104 to establish a charge of \$50.00 for a Missed Maintenance Appointment to be charged to resides who are a no-show during their scheduled appointment time frame or do not cancel/reschedule 24 hours prior to their scheduled appointment; and

**WHEREAS**, in order to provide additional services to residents upon the cancellation of the Handyman Services Program, the list of non-emergency maintenance chargeable services has been revised to add maintenance to authorized member alterations; and

**WHEREAS**, additional chargeable services have been added for electrical, carpentry, plumbing and painting services as shown on the attached approved list.

**NOW THEREFORE BE IT RESOLVED**, April 14, 2020, that the Board of Directors hereby approves the attached new policy and list chargeable services; and

**RESOLVED FURTHER**, that the service charge for all Maintenance chargeable services shall remain \$10; and

**RESOLVED FURTHER**, the \$25 permit processing fee for work that requires a City of Laguna Woods building permit if VMS pulls the permit shall remain in effect; and

**RESOLVED FURTHER**, the \$50 service charge for when the Mutual Member (or representative) is not home for a scheduled appointment and fails to cancel in advance shall remain in effect; and

**RESOLVED FURTHER**, that Resolution 01-04-28 adopted February 10, 2004 and Resolution 01-17-104 adopted on September 12, 2017 is hereby superseded and cancelled; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

MARCH Initial Notification

28-day notification for member review and comment to comply with Civil Code §4360 has been satisfied

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## STAFF REPORT

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**DATE:** April 14, 2020  
**FOR:** Board of Directors  
**SUBJECT:** COVID-19-related General Services and Landscape Department Budget Reallocations for Custodial Services and Mulch Program

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### **RECOMMENDATION**

1. Authorize the utilization of six custodial employees typically assigned to GRF facilities to provide enhanced custodial services in United Mutual laundry facilities and common area breezeways for the duration of the COVID-19 emergency at a cost of approximately \$7,900 per week to the Mutual and ratify the expenditure of \$11,400 already charged as an unbudgeted expenditure for the period of March 23 to April 3, 2020; and
2. Authorize an unbudgeted expense of \$44,700 in the Landscape Department operations budget for labor costs associated with the use of 12 furloughed “non-essential” employees from various departments for the distribution excess mulch throughout United Mutual to achieve regulatory compliance

### **BACKGROUND**

On March 23, 2020, due to the COVID-19 crisis, employees deemed as performing “non-essential” functions as defined by federal, state and local public health regulations were sent home for the period of March 23 through April 3, 2020. During this period “essential” employees continued to provide critical services in areas such as administration, communications, custodial, landscaping, maintenance (emergencies), sales and leasing, security, and resident services plus necessary support functions including financial services, human resources, information technology, and purchasing.

Effective April 6, 2020, and as a result of the continuing COVID-19 crisis, 129 full-time and 83 part-time employees presently deemed as performing “non-essential” functions as defined by federal, state and local public health regulations, were placed on furlough status through June 1, 2020. Village Management Services, Inc. (VMS) intends to recall employees back to work as soon as possible and ideally before June 1. Due to the adversity of the furlough on valuable employees, the housing mutuals and GRF board presidents encouraged VMS to identify ways to utilize furloughed employees in “essential” services.

### **DISCUSSION**

#### **Custodial Services**

The General Services Department provides custodial services to GRF facilities such as clubhouses, restrooms, garden centers, gatehouses and other common areas. In mid-March 2020, VMS in concert with the housing mutuals and GRF, responded to federal, state and local public health regulations by closing all GRF facilities to mitigate the spread of COVID-19.

On March 23, 2020, to provide enhanced sanitation services to the housing mutuals, six custodial staff members were temporarily reassigned from GRF facilities to the mutuals. This additional service level is being maintained to keep residents as safe as possible during the COVID-19 crisis.

Enhanced custodial services within United Mutual include increased service levels at 175 stand-alone laundry facilities where cleaning frequency has been increased from once every four weeks to every ten to 14 days. VMS has also increased the custodial service for the 370 common area breezeways from a cycle completion of every three to four weeks to every two weeks.

### **Mulch Program**

In November 2019, the South Coast Air Quality Management District determined that the tub grinder used to process mulch did not meet current emission standards and required VMS to cease using the equipment. In anticipation of this cessation, the GRF board of directors approved the purchase of a replacement, regulatory-compliant tub grinder as part of the 2020 capital improvement program budget. The new tub grinder was ordered in September 2019 and placed into service in late-February 2020.

The Landscape Department mulch operation processes all of the green waste produced by the landscape and tree maintenance operations into mulch, saving approximately \$1.2 million annually in costs to dispose of green waste and purchase mulch for use in the community.

Since the November 2019 shut down of the former tub grinder, green waste continued to be stockpiled in the mulch yard. Staff estimates that over 30,000 cubic yards (CY) of green waste had accumulated in the yard pending the delivery of the new tub grinder.

The mulch operation is overseen by the Orange County Care Agency (OCHCA) as well as the Orange County Fire Department (OCFA). The OCHCA put the Community on notice that it had exceeded its limit of 12,500 CY of stockpiled green waste. The new tub grinder was delivered on February 24, 2020, and has been operating daily.

As of the writing of this report, more than 14,000 CY of mulch has been processed, tested and certified for use by OCHCA. To avoid being cited for excess stockpile mulch the Landscape Department needs to spread the bulk of that mulch by the end of April.

To avoid delaying other landscape operations, VMS proposes to deploy 12 non-essential employees from other departments that would have otherwise been furloughed, to work with existing landscape staff to distribute the mulch in shrub beds throughout the community. These employees will be paid at the Gardener U2C wage during their deployment in the Landscape Department.



### **FINANCIAL ANALYSIS**

The community-wide salary and benefit savings associated with the employee furlough effective April 6, 2020 is approximately \$205,870 per week comprised of \$179,310 for full-time employees and \$26,560 for part-time employees.

#### **Custodial Services**

The enhanced custodial service performed by crews typically assigned to GRF facilities commenced on March 23, 2020. Between March 23 and April 3, 2020 custodial staff has worked an additional 246.5 hours at a total cost to the Mutual of \$11,400. To continue the enhanced service, a total of 170 hours per week is required at an additional cost of \$7,900 per week to the Mutual.

#### **Mulch Program**

Staff estimates 960 labor hours to complete this task, for a total estimated unbudgeted expense to Landscape Department operations budget in United Mutual of \$44,700.

Costs for enhanced custodial services and the mulch program will be offset by labor savings in other departments.

**Prepared By:** Chris Laugenour, General Services Director  
Kurt Wieman, Director of Landscape Services

**Reviewed By:** Siobhan Foster, COO  
Betty Parker, CFO

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# Laguna Woods Village – United Laguna Woods Mutual

## Audit results

Presentation to the Board – April 14, 2020

Results of Financial Statement Audits as of December 31, 2019

# Audit results of United Laguna Woods Mutual

Communication topic	Response
<b>Scope of audit</b>	Our audit of the financial statements of United Laguna Woods Mutual as of December 31, 2019, and for the two-year period ended December 31, 2019 and 2018, was performed in accordance with auditing standards generally accepted in the United States of America.
<b>Auditors' report</b>	We have issued the financial statement report with an unmodified opinion dated April 5, 2020.
<b>Outstanding matters</b>	None.
<b>Uncorrected or Corrected misstatements</b>	None identified in the audit.
<b>Significant Internal Control Matters</b>	None identified in the audit.
<b>Significant difficulties encountered during the audit or disagreements with management</b>	No matters to report.
<b>Illegal acts or fraud</b>	No actual or suspected fraud involving management, employees with significant roles in internal control, or instances where fraud results in a material misstatement in the financial statements were identified during the audit.
<b>Significant findings or issues discussed, or the subject of correspondence, with management</b>	No matters to report.



## Presenter's Contact Details

**Mark Thomas**

KPMG LLP

949-855-5630

mtthomas@KPMG.com

**Spencer Endicott**

KPMG LLP

949-431-7281

sendicott@KPMG.com



[kpmg.com/socialmedia](https://kpmg.com/socialmedia)

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## Financial Report

Preliminary as of February 29, 2020



INCOME STATEMENT (in Thousands)	ACTUAL
Assessment Revenue	\$7,120
Non-assessment Revenue	\$540
Total Revenue	\$7,660
Total Expense	\$6,620
Net Revenue/(Expense)	\$1,040

1

## Financial Report

Preliminary as of February 29, 2020



OPERATING ONLY INCOME STATEMENT (in Thousands)	ACTUAL
Assessment Revenue	\$5,070
Non-assessment Revenue <sup>1</sup>	\$179
Total Revenue	\$5,249
Total Expense <sup>2</sup>	\$4,945
Operating Surplus	\$304

1) excludes unrealized gain

2) excludes depreciation

2

## Financial Report

Preliminary as of February 29, 2020

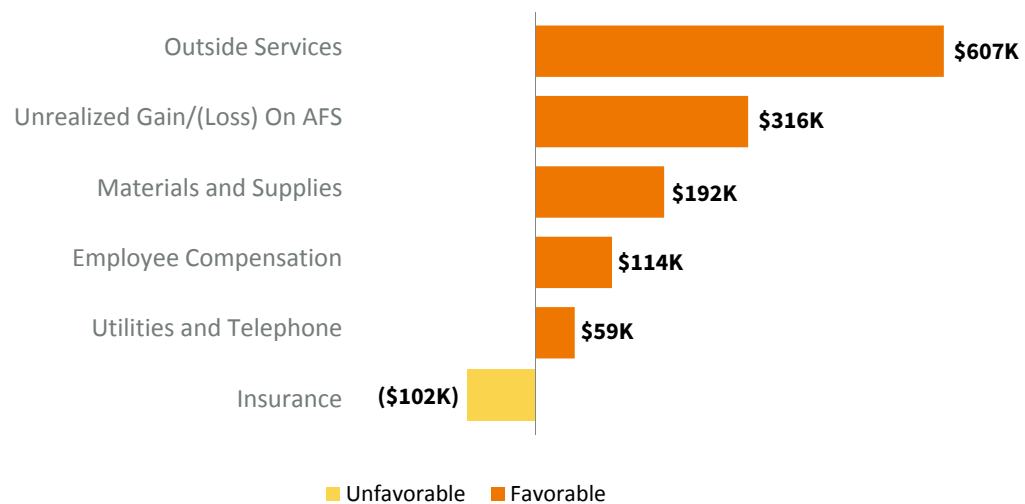


INCOME STATEMENT (in Thousands)	ACTUAL	BUDGET	VARIANCE B/(W)
Assessment Revenue	\$7,120	\$7,027	\$93
Non-assessment Revenue	\$540	\$299	\$241
Total Revenue	\$7,660	\$7,326	\$334
Total Expense	\$6,620	\$7,508	\$888
Net Revenue/(Expense)	\$1,040	(\$182)	\$1,222

3

## Financial Report

Preliminary as of February 29, 2020



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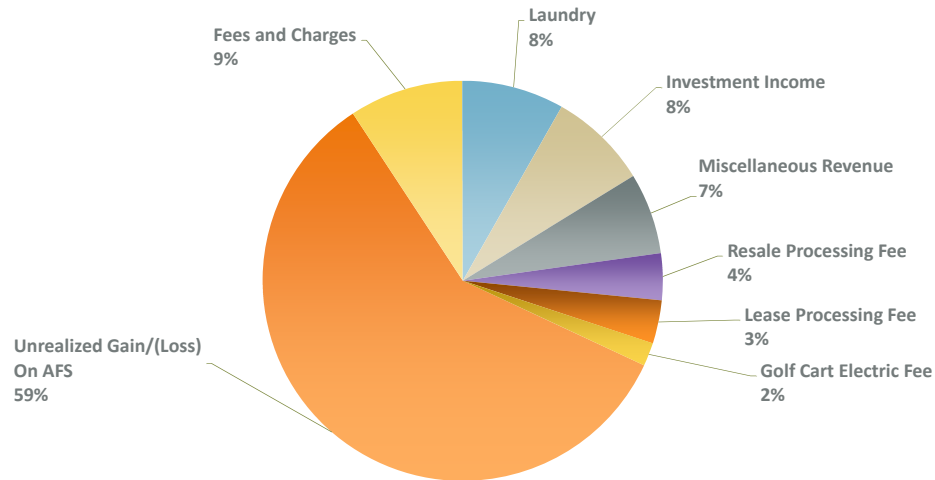


# Financial Report

Preliminary as of February 29, 2020



## Total Non Assessment Revenues \$540,064



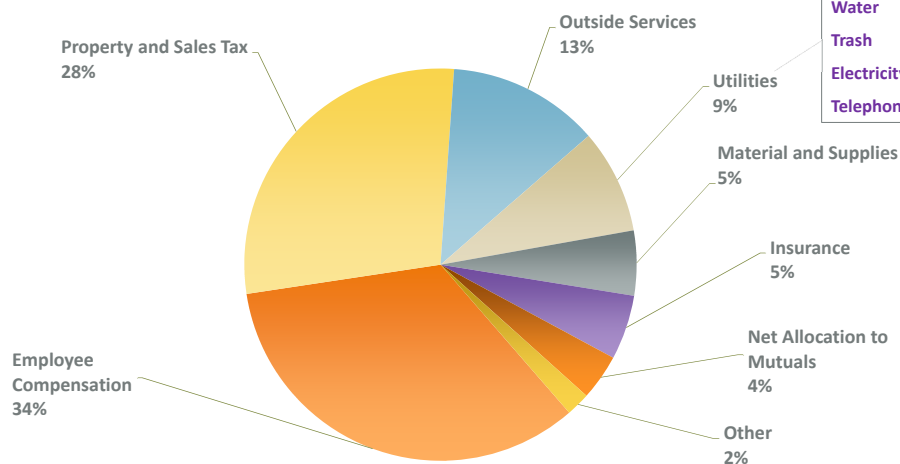
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# Financial Report

Preliminary as of February 29, 2020



## Total Expenses \$6,619,781



Sewer	\$297,960
Water	\$175,320
Trash	\$72,642
Electricity	\$23,064
Telephone	\$112

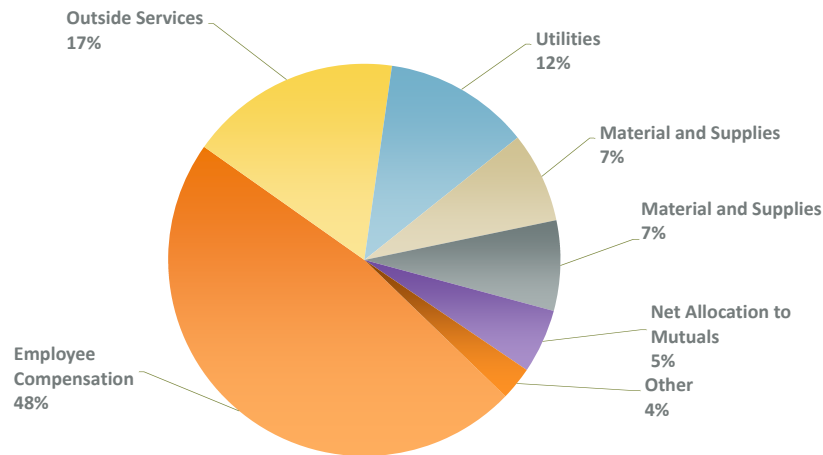
6

## Financial Report

Preliminary as of February 29, 2020



### Total Expenses Excluding Property and Sales Tax \$4,734,191



6

## Financial Report

Preliminary as of February 29, 2020



NON OPERATING FUND BALANCES (in Thousands)	CONTINGENCY	RESERVE
Beginning Balances: 1/1/20	\$1,107	\$17,256
Contributions & Interest	129	1,965
Expenditures	(237)	(1,405)
Current Balances: 2/29/20	\$999	\$17,816

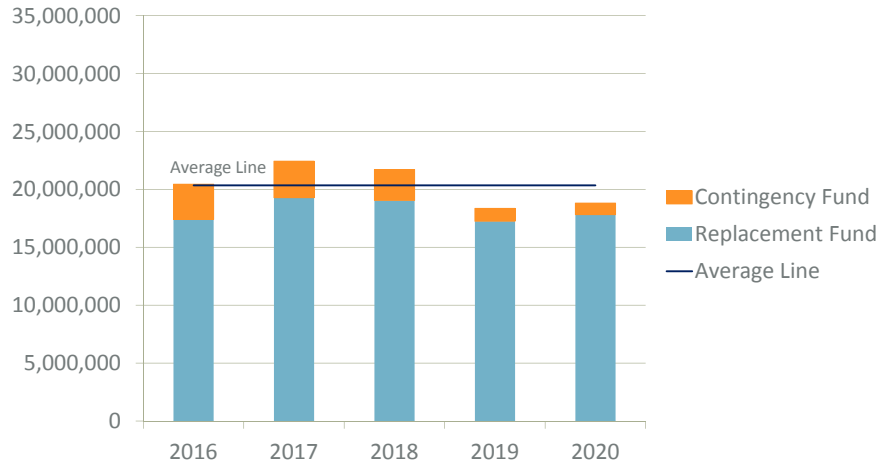
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# Financial Report

Preliminary as of February 29, 2020



## FUND BALANCES - United Mutual



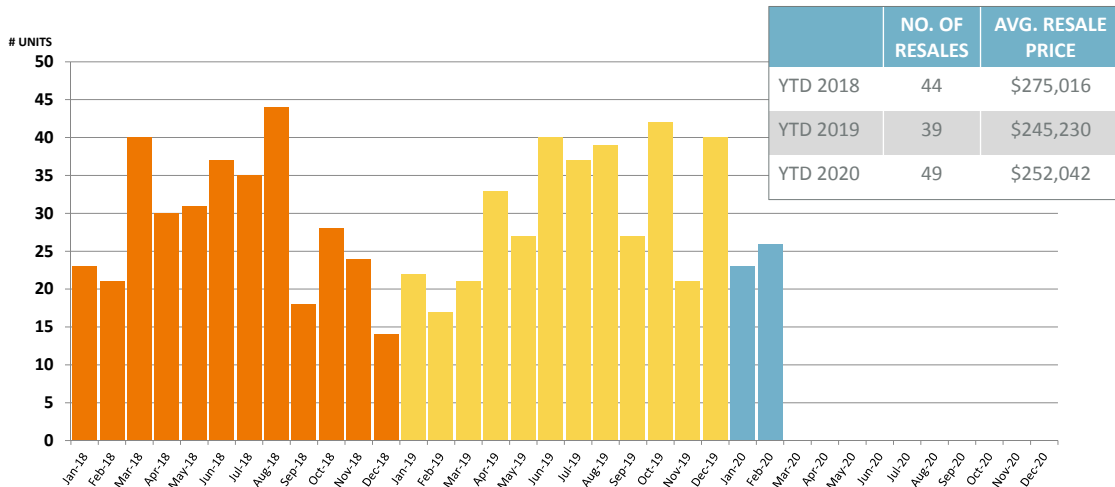
9

# Financial Report

Preliminary as of February 29, 2020



## RESALE HISTORY - United Mutual



10

**United Laguna Woods Mutual**  
**Statement of Revenues & Expenses - Preliminary**  
**2/29/2020**  
(\$ IN THOUSANDS)

		CURRENT MONTH			YEAR TO DATE			PRIOR YEAR	TOTAL
		ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET
<b>Revenues:</b>									
<b>Assessments:</b>									
1	Operating	\$2,535	\$2,489	\$46	\$5,070	\$4,978	\$92	\$4,674	\$29,869
2	Additions to restricted funds	1,024	1,024		2,049	2,049		2,061	12,294
3	<b>Total assessments</b>	<u>3,560</u>	<u>3,514</u>	<u>46</u>	<u>7,119</u>	<u>7,027</u>	<u>92</u>	<u>6,736</u>	<u>42,163</u>
<b>Non-assessment revenues:</b>									
4	Merchandise sales	(1)	2	(3)	2	3	(1)	6	20
5	Fees and charges for services to residents	(49)	45	(94)	50	90	(40)	106	540
6	Laundry	20	23	(3)	44	45	(1)	45	270
7	Investment income	30	32	(2)	43	64	(21)	70	385
8	Unrealized gain/(loss) on AFS investments	316		316	316		316		
9	Miscellaneous	47	48	(2)	85	96	(12)	81	579
10	<b>Total non-assessment revenue</b>	<u>363</u>	<u>149</u>	<u>214</u>	<u>540</u>	<u>299</u>	<u>241</u>	<u>308</u>	<u>1,794</u>
11	<b>Total revenue</b>	<u>3,922</u>	<u>3,663</u>	<u>260</u>	<u>7,659</u>	<u>7,326</u>	<u>334</u>	<u>7,044</u>	<u>43,957</u>
<b>Expenses:</b>									
12	Employee compensation and related	1,059	1,137	78	2,251	2,365	114	2,399	14,548
13	Materials and supplies	196	281	86	354	545	192	593	3,141
14	Utilities and telephone	306	311	5	569	628	59	552	4,326
15	Legal fees	37	29	(8)	55	58	3	20	350
16	Professional fees	4	6	2	4	12	8	8	122
17	Equipment rental	2	1		4	3	(1)	2	17
18	Outside services	653	717	64	827	1,435	607	604	8,638
19	Repairs and maintenance	2	4	2	5	8	3	7	47
20	Other Operating Expense	10	16	7	22	34	12	23	201
21	Income taxes		2	2		4	4		25
22	Property and sales tax	949	926	(23)	1,886	1,852	(34)	1,835	11,112
23	Insurance	176	125	(51)	352	251	(102)	214	1,504
24	Investment expense	2	3	1	2	6	4	9	37
25	Uncollectible Accounts	(6)	5	11	5	10	5	1	60
26	(Gain)/loss on sale or trade		(1)	(1)		(1)	(1)	1	(8)
27	Depreciation and amortization	17	17		33	33		35	198
28	Net allocation to mutuals	117	124	7	250	265	15	181	1,584
29	<b>Total expenses</b>	<u>3,525</u>	<u>3,705</u>	<u>181</u>	<u>6,620</u>	<u>7,508</u>	<u>888</u>	<u>6,485</u>	<u>45,902</u>
30	Excess of revenues over expenses	<u>\$398</u>	<u>(\$43)</u>	<u>\$440</u>	<u>\$1,040</u>	<u>(\$182)</u>	<u>\$1,222</u>	<u>\$559</u>	<u>(\$1,945)</u>



## Statement of Revenues & Expenses - Preliminary

Variance Explanations as of February 29, 2020

### SUMMARY

United financial results were better than budget by \$1,222K as of February 29, 2020. Explanations for categories with significant variances are found below.

### REVENUE

- ▶ **Operating Assessments** [Line 1](#) – \$92K  
Favorable variance resulted from an increase in revenue for property taxes and supplemental property taxes.
- ▶ **Fees and Charges for Services to Residents** [Line 5](#) – (\$40K)  
Unfavorable variance resulted from revenue not yet received from prior years moisture intrusion events. Additionally, less revenue than budgeted for chargeable appliance replacements; fewer members requested early replacement and some members requested a one-time disbursement instead of appliance replacement.
- ▶ **Unrealized gain(loss) on AFS Investments** – [Line 8](#) \$316K  
Favorable variance due to reporting of Unrealized Gain on Available for Sale Investments. A monthly entry is made to reflect investment market conditions, which fluctuate.

### EXPENSE

- ▶ **Employee Compensation and Related** [Line 12](#) – \$114K  
United used less hours than anticipated for M&C programs such as Plumbing in February. The budget included hours to replace 632 manor water heaters; however, only 19 water heaters were replaced through the reporting period. Staff is prioritizing work on leak investigation and general plumbing. Variance for water heater replacement is anticipated to level off by October, when the work is expected to be completed. Favorable variance was furthered by open positions in Landscape and Maintenance and Construction. The variance was furthered by unemployment insurance taxes. Budgeted in the first four months of the year, FUI and SUI taxes are applied only to the first \$7,000 in wages and the expense for this line will taper as employees reach the limit.
- ▶ **Materials and Supplies** [Line 13](#) – \$192K  
Favorable variance resulted in several areas of operations such as plumbing, appliances, and interior components due to timing of expenditures. Although budgeted throughout the year, expenditures will occur later. Planned expenditures for manor water heater replacements are based on 632 water heaters requiring replacement in 2020. To date, 19 water heaters have been replaced. Expenditures will catch up with the budget and level off by October. Interior components such as replacement of kitchen and bathroom countertops are made upon residents request and during resale



**Statement of Revenues & Expenses - Preliminary**  
Variance Explanations as of February 29, 2020

inspection. As of the reporting period, 36 kitchen and 72 bathroom countertops were replaced.

► **Utilities and Telephone Line 14** – \$59K

For the reporting period, water consumption is 12% lower than budget due to favorable weather conditions. Staff uses evapotranspiration (ET) weather data to measure water usage for irrigation. Lower water consumption accounts for approximately \$10K favorable variance. The remainder of the variance in this line item was caused by an under accrual.

► **Outside Services Line 18** – \$607K

**Waste Line Remediation** – \$236K

Favorable variance due to timing of scheduled work compared to budget spread. Work is in progress and to date, 18 buildings are completed and an additional 67 are scheduled for 2020. If additional buildings become problematic, they will be added to the schedule.

**Roof Replacement** – \$88K

Favorable variance due to timing of scheduled work compared to budget spread. Roofing programs are scheduled to begin in March; however, due to unfavorable weather conditions, work has not begun.

**Landscape Modification** – \$73K

Favorable variance due to timing of scheduled work compared to budget spread; aeration process for landscape revitalization began in February.

**Paving** – \$66K

Although budget is spread evenly throughout the year, paving programs such as asphalt overlay, parkway concrete, and seal coat are scheduled from July through October. This program will have a favorable variance until the program begins.

► **Insurance Line 23** – (\$102K)

Unfavorable variance due to higher premiums at 10/1/19 renewal for property and casualty insurance. Insurance premium increases were implemented after 2020 budget was finalized. Significant changes in market conditions, catastrophic losses including wildfires in California, and a non-renewal situation required a new layered program structure to achieve the existing limits in a tight market.

# Monthly Resale Report

PREPARED BY

Community Services Department

MUTUAL

All Mutuals

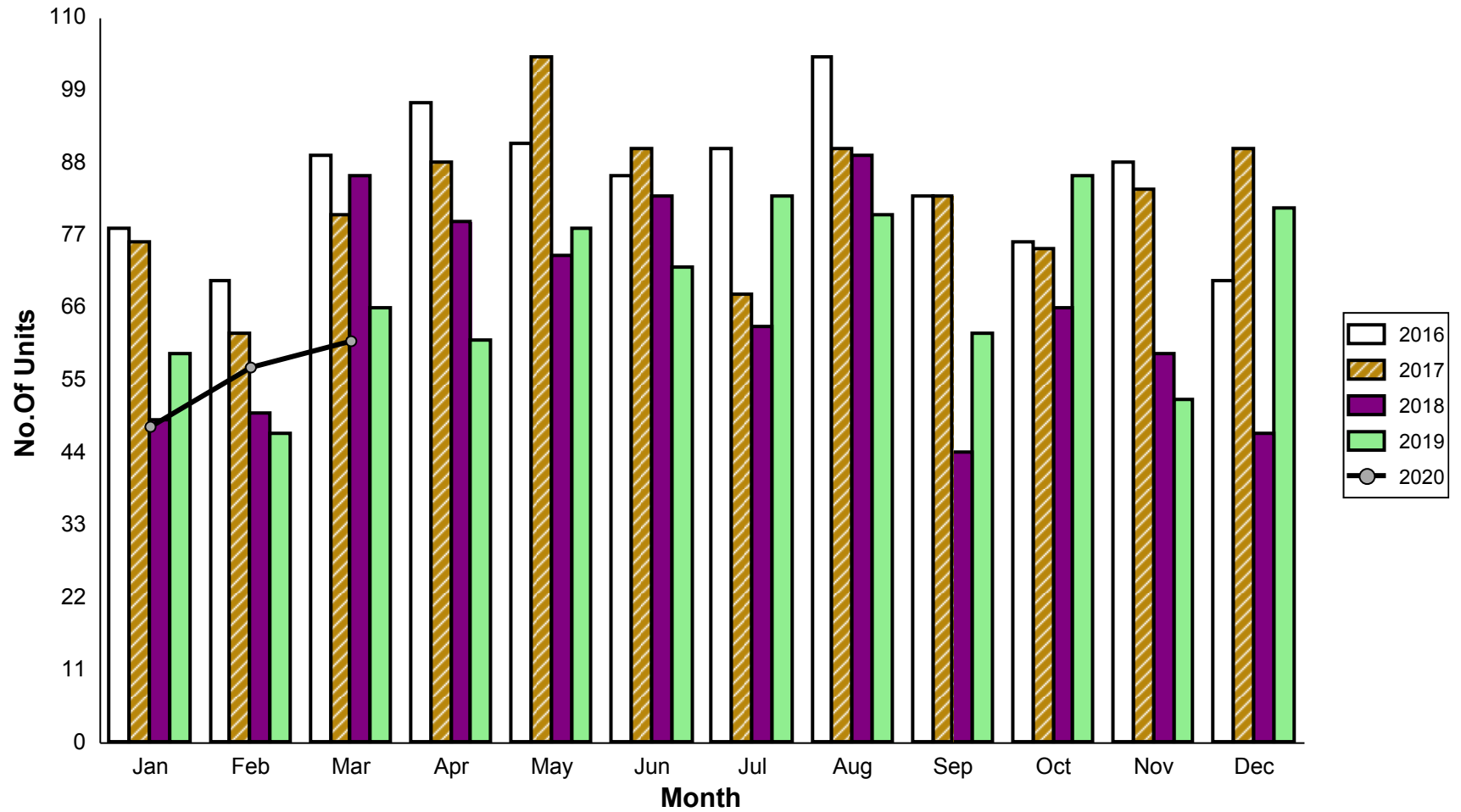
REPORT PERIOD

March, 2020

MONTH	NO. OF REALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	48	59	\$16,125,300	\$18,540,250	\$335,944	\$314,242
February	57	47	\$18,886,210	\$14,770,050	\$331,337	\$314,256
March	61	66	\$20,884,916	\$23,445,712	\$342,376	\$355,238
April		* 61		* \$20,041,551		* \$328,550
May		* 78		* \$23,975,536		* \$307,379
June		* 72		* \$21,298,290		* \$295,810
July		* 83		* \$27,170,573		* \$327,356
August		* 80		* \$26,206,000		* \$327,575
September		* 62		* \$20,171,980		* \$325,355
October		* 86		* \$26,648,300		* \$309,864
November		* 52		* \$18,653,350		* \$358,718
December		* 81		* \$27,517,600		* \$339,723
TOTAL	166.00	172.00	\$55,896,426	\$56,756,012		
MON AVG	55.00	57.00	\$18,632,142	\$18,918,671	\$336,552	\$327,912

\* Amount is excluded from percent calculation

## Resales - 5 Year Comparison





# Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

Community Services Department

United

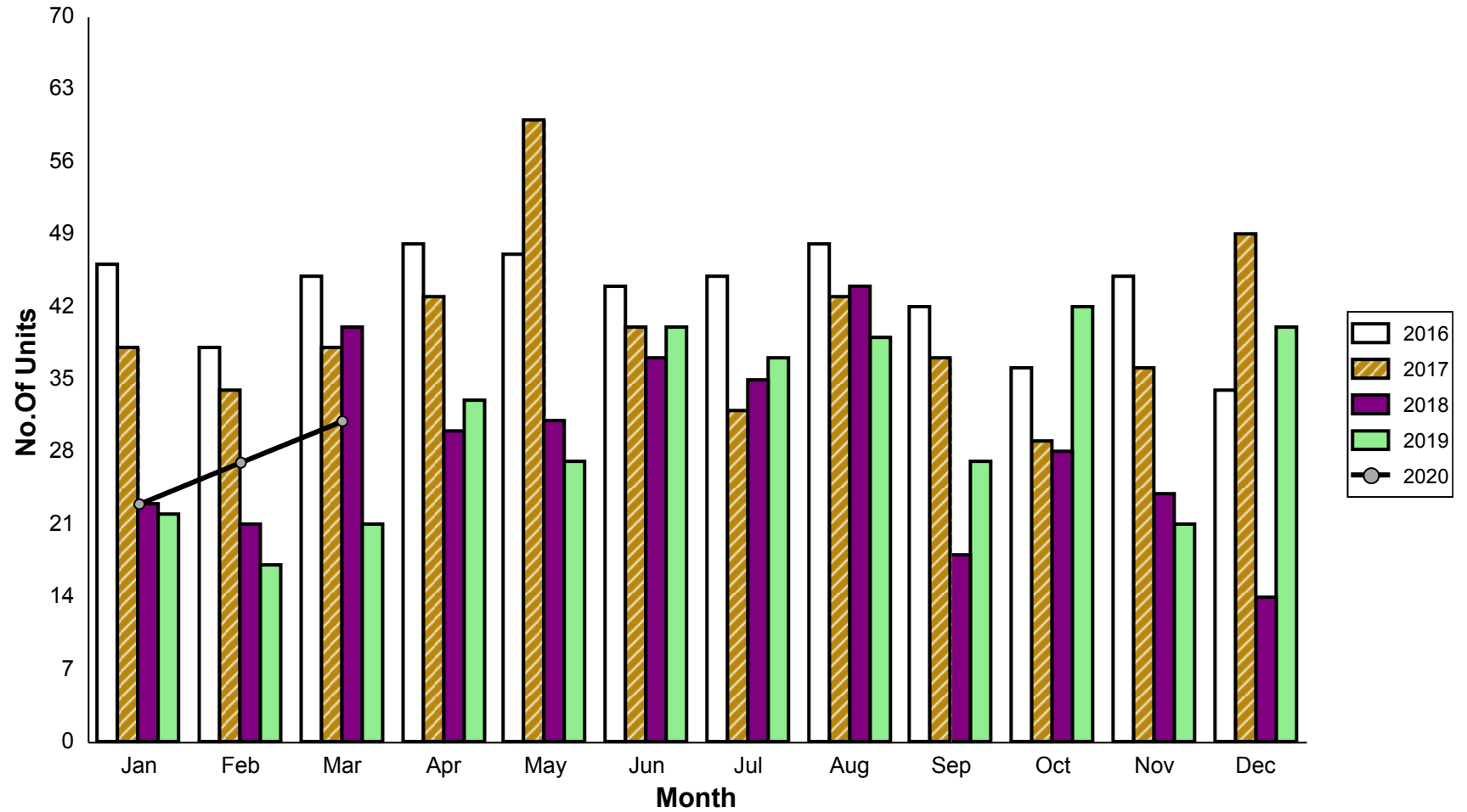
March, 2020

MONTH	NO. OF REALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	23	22	\$6,100,300	\$5,282,150	\$265,230	\$240,098
February	27	17	\$6,375,200	\$4,256,150	\$236,119	\$250,362
March	31	21	\$7,863,500	\$6,355,000	\$253,661	\$302,619
April		* 33		* \$9,292,051		* \$281,577
May		* 27		* \$6,380,503		* \$236,315
June		* 40		* \$10,297,790		* \$257,445
July		* 37		* \$9,189,800		* \$248,373
August		* 39		* \$10,018,600		* \$256,887
September		* 27		* \$7,328,900		* \$271,441
October		* 42		* \$10,220,400		* \$243,343
November		* 21		* \$5,065,500		* \$241,214
December		* 40		* \$9,175,800		* \$229,395
<b>TOTAL</b>	81.00	60.00	\$20,339,000	\$15,893,300		
<b>MON AVG</b>	27.00	20.00	\$6,779,667	\$5,297,767	\$251,670	\$264,360
<b>% CHANGE - YTD</b>	35.0%		28.0%		-4.8%	

% Change calculated (ThisYear - LastYear)/LastYear

\* Amount is excluded from percent calculation

## Resales - 5 Year Comparison



# Resales Report

## United Laguna Woods Mutual

### March, 2020

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
03/04/2020	30-H	1	\$249,000	Granada	Coldwell Banker	Coldwell Banker	Blue Pacific Escrow
03/10/2020	48-O	1	\$142,000	Cadiz	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Blue Pacific Escrow
03/31/2020	55-R	1	\$162,500	Casa Blanca	Laguna Premier Realty, Inc	Century 21 Rainbow	Granite Escrow
03/25/2020	69-P	1	\$135,000	Cadiz	Laguna Premier Realty, Inc	Hallmark West Real Estate	Generations Escrow
03/18/2020	74-F	1	\$240,000	Barcelona	Laguna Premier Realty, Inc	First Team Real Estate	Blue Pacific Escrow
03/18/2020	82-R	1	\$182,000	Casa Blanca	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
03/09/2020	107-B	1	\$180,000	Majorca	Keller Williams Real Estate	Equity Real Estate OC Coastal	Granite Escrow
03/04/2020	123-F	1	\$265,000	Barcelona	Laguna Premier Realty, Inc	H & M Realty Group	Blue Pacific Escrow
03/16/2020	141-C	1	\$251,000	La Corona	Keller Williams Realty	The Listers	Corner Escrow Inc.
03/23/2020	403-A	1	\$288,000	Seville	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Blue Pacific Escrow
03/13/2020	473-C	1	\$350,000	Valencia	Century 21 Rainbow	Keller Williams Encino	Granite Escrow
03/20/2020	499-A	1	\$385,000	Cordoba	Evergreen Realty	Team Spirit Realty	Generations Escrow
03/27/2020	573-B	1	\$246,000	La Corona	Century 21 Rainbow	Laguna Premier Realty, Inc	Granite Escrow
03/20/2020	579-O	1	\$430,000	Casa Linda	HomeSmart Evergreen	Uniti Realty	Escrow Options Group
03/16/2020	606-D	1	\$214,000	Castilla	Laguna Premier Realty, Inc	Alta Realty Group CA Inc	Granite Escrow
03/09/2020	620-P	1	\$251,000	Casa Linda	Laguna Premier Realty, Inc	Berkshire Hathaway	Blue Pacific Escrow
03/31/2020	632-N	1	\$290,000	Casa Linda	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Blue Pacific Escrow
03/10/2020	639-B	1	\$215,000	Casa Linda	Century 21 Rainbow	Century 21 Rainbow	Corner Escrow Inc.
03/03/2020	658-O	1	\$225,000	Castilla	Residential Agent Inc.	Century 21 Rainbow	Corner Escrow Inc.
03/31/2020	662-Q	1	\$215,000	Casa Linda	Village Real Estate Services	Village Real Estate Services	Corner Escrow Inc.
03/06/2020	709-A	1	\$300,000	La Corona	HomeSmart Evergreen	New Star Realty & Investment	Escrow Options Group
03/24/2020	737-B	1	\$327,500	San Sebastian	Century 21 Rainbow	HomeSmart Evergreen	Granite Escrow
03/16/2020	805-O	1	\$260,000	Casa Linda	Century 21 Rainbow	SUN Realty	Granite Escrow
03/18/2020	852-B	1	\$270,000	Casa Linda	HomeSmart Evergreen	Residential Agent Inc.	Granite Escrow

# Resales Report

## United Laguna Woods Mutual

### March, 2020

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
03/12/2020	957-B	1	\$182,000	Casa Contenta	Laguna Woods Village Realty	Team Spirit Realty	Granite Escrow
03/09/2020	2019-E	1	\$228,000	Monterey	Century 21 Rainbow	Century 21 Rainbow	Granite Escrow
03/16/2020	2054-D	1	\$192,500	Monterey	Laguna Premier Realty, Inc	H & M Realty Group	Corner Escrow Inc.
03/25/2020	2092-B	1	\$398,000	Valencia	Laguna Premier Realty, Inc	Keller Williams Real Estate	Corner Escrow Inc.
03/25/2020	2107-T	1	\$155,000	Coronado	Pacific Blue Realty	Balboa Real Estate	Glen Oaks Escrow
03/03/2020	2187-Q	1	\$440,000	Casa Linda	Century 21 Award	Prea Realty	Corner Escrow Inc.
03/04/2020	2218-E	1	\$195,000	Monterey	RE Home Source	Surterre Properties, Inc.	Mission Country Escrow

Number of Resales: 31

Total Resale Price: \$7,863,500

Average Resale Price: \$253,661

Median Resale Price: \$246,000

## Monthly Resale Report United Mutual

PREPARED BY  
Community Services Department

March

Period	Month	NUMBER OF REALES				TOTAL SALES VOLUME IN \$\$				AVG RESALE PRICE			
		2020	2019	2018	2017	2020	2019	2018	2017	2020	2019	2018	2017
1	January	23	22	23	38	\$6,100,300	\$5,282,150	\$6,014,390	\$8,968,930	\$265,230	\$240,098	\$261,495	\$236,024
2	February	27	17	21	35	\$6,375,200	\$4,256,150	\$6,059,250	\$8,512,700	\$236,119	\$250,362	\$288,536	\$243,220
3	March	31	21	40	38	\$7,863,500	\$6,355,000	\$11,156,600	\$9,580,000	\$253,661	\$302,619	\$278,915	\$252,105
4	April	0	33	30	43	\$0	\$9,292,051	\$8,824,600	\$10,177,429	\$0	\$281,577	\$294,153	\$236,684
5	May	0	27	31	60	\$0	\$6,380,503	\$8,735,000	\$15,888,800	\$0	\$236,315	\$281,774	\$264,813
6	June	0	40	37	40	\$0	\$10,297,790	\$11,021,400	\$10,744,150	\$0	\$257,445	\$297,876	\$268,604
7	July	0	37	35	32	\$0	\$9,189,800	\$9,541,300	\$7,887,100	\$0	\$248,373	\$272,609	\$246,472
8	August	0	39	44	43	\$0	\$10,018,600	\$11,285,100	\$11,310,367	\$0	\$256,887	\$256,480	\$263,032
9	September	0	27	18	37	\$0	\$7,328,900	\$4,632,500	\$9,461,900	\$0	\$271,441	\$257,361	\$255,727
10	October	0	42	28	29	\$0	\$10,220,400	\$8,556,100	\$7,898,500	\$0	\$243,343	\$305,575	\$272,362
11	November	0	21	24	37	\$0	\$5,065,500	\$6,194,000	\$9,793,900	\$0	\$241,214	\$258,083	\$264,700
12	December	0	40	14	49	\$0	\$9,175,800	\$3,368,300	\$12,579,440	\$0	\$229,395	\$240,593	\$256,723
TOTAL		81	60	84	111	\$20,339,000	\$15,893,300	\$23,230,240	\$27,061,630				
MON AVG		27	20	28	37	\$6,779,667	\$5,297,767	\$7,743,413	\$9,020,543	\$251,670	\$264,360	\$276,315	\$243,783
% CHANGE-YTD		35.0%	-28.6%	-24.3%	-14.0%	28.0%	-31.6%	-14.2%	-1.3%	-4.8%	-4.3%	13.3%	14.1%

% Change calculated (This Year - Last Year)/Last Year  
Percent calculation only includes YTD figures in black.



# MONTHLY LEASING REPORT

Report Period:  
March-2020

MONTH	LEASES IN EFFECT				Total this year	Total last year	Total Expirations	New Monthly Transactions		
	3 Months	6 Months	12 Months	Renewed				Leases	Renewals	Extensions
January	35	44	174	362	615	562	22	20	33	0
February	39	41	173	360	613	565	20	26	36	0
March	36	39	173	368	616	567	64	26	29	4
April										
May										
June										
July										
August										
September										
October										
November										
December										
Monthly Average	36.7	41.3	173.3	363.3	614.7	564.7	35.3	24.0	32.7	1.3
Percentage Leased	616 / 6323 = 9.7%									

New Leases = Units Sublet

# **OPEN MEETING**

## **REPORT OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION COMMUNITY ACTIVITIES COMMITTEE**

Thursday, March 12, 2020 – 1:30 p.m.  
Board Room

**MEMBERS PRESENT:** Joe Fitzekam-Chair, Andre Torng, Juanita Skillman, Yvonne Horton, Bunny Carpenter, Ryna Rothberg, Annie McCary, Lynn Jarrett, Janey Dorrell, Dennis Boudreau

**MEMBERS ABSENT:** Ed Tao

**OTHERS PRESENT:** Steve Parsons, Jon Pearlstone and Doug Gibson were present in audience

**STAFF PRESENT:** Jeff Parker, Siobhan Foster, Brian Gruner, Betty Parker, Eileen Paulin and Jackie Kupfert

### **Call to Order**

Chair Fitzekam called the meeting to order at 1:30 p.m.

### **Acknowledgement of Media**

There was no press present.

### **Approval of Agenda**

A motion was made, and by consensus, the agenda was approved.

### **Approval of Committee Report for January 9, 2020**

A motion was made, and by consensus, the report was approved.

### **Chair's Remarks**

Chair Fitzekam stated he is pleased to be a part of CAC as he is an advocate for residents and thanked the directors and those in the audience. At this time, Mr. Jeff Parker, CEO addressed the room regarding the COVID-19 virus update.

### **Report of the Recreation and Special Events Director**

Mr. Gruner reported the following past events: the Lunar New Year event held on January 11 at the Performing Arts Center was a collaboration between the Recreation Department and the Chinese American Club; Oscar Night at Performing Arts Center was hosted on February 8; the Recreation Department hosted the club presidents meeting on February 20 at Clubhouse 5 with approximately 160 in attendance; the Frankie Avalon concert hosted on March 7 at the Performing Arts Center had over 750 attendees including a meet and greet after the show; Thrive and the Recreation

Department are working together to promote the new kindness campaign; the Armed Forces Adoption Club and the Recreation Department are working together to support Marines at Camp Pendleton and have marine assistance days in the development phase; the monthly dinners continue have been well attended.

Mr. Gruner reported the following facility improvements: the Performing Arts Center renovation is anticipated to begin early May; the Garden Center 1 new seating area is being completed; Tesoro High School kids have been assisting residents at the Garden Centers; tree trimming services are underway at the Garden Centers; free standing garden veggie plots have been purchased for those that are unable to garden due to physical restrictions; the tennis center project is being evaluated and is scheduled to start in May; Clubhouse 1 archery improvements include new targets and target platforms for safety; lounge seating, shade canopies and umbrellas will be purchased for pools.

Mr. Gruner reported the following operational changes: Marcia Garcia is the new Performing Arts Center Senior Coordinator; a new ceramics kiln technician has been hired at Clubhouse 4; all future events are canceled at this time; the Health and Wellness Expo will be postponed until the fall.

Advisor Dorrell inquired as to Restaurant 19 remaining open. Restaurant 19 will stay open per Mr. Parker, CEO. Director Skillman inquired as to hosting the monthly dinners. Mr. Gruner stated they will be canceled at this time.

Chair Fitzekam inquired as to hosting Village Games. Mr. Gruner stated they are postponed until the fall.

### **Member Comments (*Items Not on the Agenda*)**

Members spoke on the following topics: Chicago Club entertainment bookings with regards to the Komedy Klub; creating a new policy that doesn't allow club to club restriction; swim stanchions and flags; improvements to facilities with hearing capabilities; Emeritus class size and parking; club fee and club rollover fees; all events being canceled; facilities closures; confirmation of Woodstock event date; an inquiry regarding the Community Center being open March 31 as due date for the club forms nears. Mr. Gruner stated the Baby Boomers club will decide on the event date, but reassessment will be ongoing. Mr. Gruner stated the Community Center remains open at this time.

Mr. Gruner stated Chicago Club and Komedy Klub disagreement is between the clubs as the Recreation Department doesn't usually mediate problems between clubs. He stated a new policy can be added to the Recreation Department policy, but the entertainer is signing the contract from the club directly. Director Carpenter stated she would like the GRF attorney to be contacted regarding this matter as the entertainer is on GRF property. Chair Fitzekam agreed and would like to proceed with attorney inquiry. Director Carpenter will inquire with the GRF attorney. Advisor Dorrell requested a follow up at the next CAC meeting on April 9. Mr. Gruner stated the swim flag issue was voted against at CAC previously, but more swimmers are requesting the stanchions and flags. Director Skillman stated the Emeritus program is facilitated by Saddleback College with minimal intervention by Laguna Woods Village. Parking is still a problem for those not using Emeritus at Clubhouse 1 facilities, such as the Library, and difficulty in enrolling for classes is for Saddleback College to rectify. Advisor Dorrell stated we do not receive monetary compensation from Emeritus. Chair Fitzekam stated we have limited control over Emeritus and need to add new classes to help with resident enrollment in our classes. Director Rothberg stated space availability in clubhouses limits Emeritus as well as clubs and residents have difficulty finding space for their



activities. Director Horton stated class sizes are smaller due to fire codes. Mr. Gruner stated the size limit of classes was enacted for safety as Emeritus only reviews number of students. They receive monies per person enrolled. The fire codes are set for lecture style, not exercise. Staff will review adding additional classes. Advisor Dorrell inquired as to classes under 10 attendees. Mr. Gruner stated there are none currently as those classes were eliminated as well as classes with larger number of non-resident attendees. Chair Fitzekam stated Emeritus capacity is based on seating, not movement, and staff will be researching wood floor rooms for use. Director Horton inquired as to why potters are not meeting at Clubhouse 4. Mr. Gruner stated the times available were not conducive to the potter's schedule. Staff may be brought in if warranted. Director Torng inquired as to clubs sharing room rental space. Chair Fitzekam stated Pickleball and Paddle Tennis share the courts and invites indoor players to join outdoor players. He also stated the \$50 club fee allows those that do not use the staff services to disband the club but still meet. Director Carpenter stated both the club fee and rollover fees are affecting small clubs. She would like to review the fees as a sliding scale. Chair Fitzekam thanked the speakers from the audience and will follow up with staff. Director Torng inquired as to adding swim flags to next CAC meeting. Chair Fitzekam agreed.

## **CONSENT**

A motion was made, and by consensus, the consent calendar was approved.

## **REPORTS**

**Clubhouse Holiday Hours** – Mr. Gruner stated the staff recommendation to authorize the Recreation and Special Events Department to adjust clubhouse holiday operating hours on certain holidays beginning January 2021.

Discussion ensued.

Motion was made to authorize the Recreation and Special Events Department to adjust clubhouse holiday operating hours on certain holidays beginning January 2021.

Motion passed unanimously.

**Off Season Children's Swim Hours Adjustment** - Mr. Gruner stated the recommendation to authorize the Recreation and Special Events Department to adjust the off-season Children's Swim program hours from noon to 2 p.m. to 2 p.m. to 4 p.m. at Pool 2 during the off-season swim hours, October 1 to Memorial Day weekend.

Discussion ensued.

Motion was made to authorize the Recreation and Special Events Department to adjust the off-season Children's Swim program hours from noon to 2 p.m. to 2 p.m. to 4 p.m. at Pool 2 during the off-season swim hours, October 1 to Memorial Day weekend.

Motion passed unanimously.

**Equestrian Fees** - Mr. Gruner introduced Ms. Betty Parker, CFO. Ms. Parker presented the current Equestrian fees and proposed Equestrian fees.

Discussion ensued.

Motion was made to change Equestrian Center pricing policy from 65% shared cost to 70% shared cost effective June 1, 2020.

Motion passed unanimously.

### **ITEMS FOR DISCUSSION AND CONSIDERATION**

**Fireworks Show at Clubhouse 2** – Mr. Gruner stated staff reviewed the option of lasers in lieu of fireworks. Per the research, the environment within Laguna Woods Village is not conducive to lasers as there is not enough moisture in the air. Mr. Gruner stated he contacted the company regarding reducing sound effect and the potential movement of launch site of fireworks on golf course. Earplugs may be purchased for the horses and sprinklers may be engaged at the Equestrian to create the illusion of a storm.

Motion was made to direct staff to research viable solutions, research charging a ticket fee for the event and present at future CAC meeting.

Motion passed unanimously.

**Special Accommodation Policy for Reciprocal and Charitable Club Events**- Mr. Gruner stated the accommodations made for charitable events using Men's Golf Club events example. Mr. Gruner stated a policy will be drafted to be presented at future CAC meeting.

Discussion ensued.

Motion was made to have staff present a policy for special accommodation for reciprocal and charitable club events at future CAC meeting.

Motion failed unanimously.

Motion was made to present special accommodation policy for reciprocal and charitable club events at April GRF meeting.

Motion passed unanimously.

**Peace Pole** - Latifah Taormina was called to speak regarding the peace pole.

Motion was made to support this project.

Motion passed unanimously.

### **ITEMS FOR FUTURE AGENDAS**

**Car Club Auto Inspection and Maintenance** - Randy Scott was called to speak regarding an update on the successful car club auto inspection and maintenance event.

**Review of Existing Recreation Department Rules and Policies** - Staff was directed to keep this item under future agendas.

**Review of Community Facilities Utilization** - Staff was directed to keep this item under future agendas.

**Recreation Policy Amendment: Mandatory Security Presence at Specialty Resident Events** - Staff was directed to keep this item under future agendas.

### **CONCLUDING BUSINESS**

#### **Committee Member Comments**

Advisor Dorrell stated concerns on loss of revenue with entertainers for the Recreation Department and club events. Mr. Gruner stated management is still discussing refund status with Recreation Department events.

Advisor Dorrell stated concerns on fees for room reservations. Mr. Gruner stated that decision is being discussed with boards and management.

Director Rothberg stated Mutual 50 is already making concessions for the COVID-19 virus.

Director Skillman stated the biggest challenge is getting the word out about club cancellations. She stated please tune into Village TV and eblasts for sufficient information. If you feel the information is insufficient, please contact the Marketing and Public Relations Department.

Chair Fitzekam stated CAC will be meeting monthly starting in April and thanked everyone for attending.

Director Jarret stated this was a good meeting.

Director McCary stated kudos to Mr. Gruner and staff for a job well done and thank you in advance for working with CEO and accommodating clubs regarding receipt of consistent information.

#### **Date of Next Meeting**

The next regular meeting of the GRF Community Activities Committee will be held at 1:30 p.m. at the Community Center in the Board Room on Thursday, April 9, 2020.

#### **Adjournment**

There being no further business, the Chair adjourned the meeting at 4:29 p.m.

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DRAFT  
Joe Fitzekam, Chair

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REPORT OF THE REGULAR MEETING OF THE  
GOLDEN RAIN FOUNDATION OF LAGUNA WOODS  
SECURITY AND COMMUNITY ACCESS COMMITTEE

The Regular Meeting of the Security and Community Access Committee was held on Monday, February 24, 2020 at 1:30 p.m. 24351 El Toro Road, Laguna Woods, California.

**MEMBERS PRESENT:** Don Tibbetts – Chair, Bert Moldow, Jim Matson, Neda Ardani, Cash Achrekar, Robert Mutchnick, Ralph Engdahl, and John Dalis

**MEMBERS ABSENT:** None

**ADVISORS PRESENT:** Larry Cunningham and Frank Tybor

**OTHERS PRESENT:** John Frankel, Juanita Skillman, Annie McCary, Annette Sabol Soule, Doug Gibson, and Andre Torng

**STAFF PRESENT:** Tim Moy, Carlos Rojas, and Debbie Ballesteros

**CALL TO ORDER**

Don Tibbetts, Chair, called the meeting to order at 1:30 p.m.

**ACKNOWLEDGEMENT OF PRESS**

The Media was not present.

**APPROVAL OF AGENDA**

Director Ardani made a motion to approve the agenda as presented. Director Mutchnick seconded the motion.

By unanimous vote, the motion carried.

**APPROVAL OF MEETING REPORT**

By way of consensus, the Committee approved the January 20, 2020 meeting report as presented.

**CHAIRMAN'S REMARKS**

Chair Tibbetts stated this is the last meeting for the Tim Moy, Chief of Security. He informed the Committee that the new Chief, Carlos Rojas, is the former Chief of Police for Santa Ana. Chief Moy introduced the new Chief to the Committee. Chief Rojas addressed the Committee.

### **MEMBER COMMENTS ON NON-AGENDA ITEMS**

Estelle DiNunzio (589-D), President of the Theatre Guild Club, asked the Committee to consider the possibility of giving access to RV lot B to a non-resident member of the club. Ms. DiNunzio explained that the Club has storage in the RV Lot B and it is difficult to coordinate a resident to meet a club member / consultant for audio and stage managing to pick up / drop off equipment. She is asking the Committee to grant an exception to give a non-resident access to the RV lot without having a resident be present.

Roberta Berk (933-B) commented on the Gate 3 arms being placed in the "up" position by Ambassadors, if shepherd crooks will be placed on the fencing of Aliso Creek, and the policy for when the gates are opened during the rainy season.

### **RESPONSE TO MEMBER COMMENTS ON NON-AGENDA ITEMS**

The Committee and Chief Moy responded to Ms. Berk.

The Committee responded to Ms. DiNunzio. The Committee commented and asked questions.

Director Moldow made a recommendation to send this issue to the GRF Board. Director Matson seconded the motion.

By a vote of 1-5-0 (Director Ardani, Achrekar, Matson, Mutchnick, and Engdahl opposed), the motion failed.

### **REPORTS**

#### **Gate Access Update**

Chief Moy updated the Committee on Gate Access Project. He discussed Gate 11 and explained that the plan is to open Gate 13 and close Gate 11 to expedite the process. He stated that golf carts would be able to use Gate 11, but all vehicles would use Gate 13. However, there will be a meeting tomorrow, February 25, 2020 to see if it is feasible to use Gate 13.

#### **Disaster Preparedness Task Force Report**

Chief Moy reported that there were some changes in the Bylaws. The Task Force is now a GRF Task Force with Director Judith Troutman as the Chair and the Chief of Security will now be the Staff Officer.

Chief Moy informed the Committee that First Aid and CPR / AED training has been scheduled. However, there is a new class that is being looked into to see if it would be a good fit for the Community.

#### **RV Update**

Chief Moy informed the Committee that automated gates were installed at RV lot B. He also stated that there is no waiting list. An audit was made on the RV lot spaces in

which deficiencies were identified and spaces were freed up for any future / current residents.

### **Noteworthy Incidents**

Chief Moy presented noteworthy incidents. He explained that there is a wall of recognition inside the Security Office where frames picture of commendations are hung up.

Chief Moy informed the Committee that a Security Patrol Officer (SPO) was doing patrols and noticed a suspicious male walking around. The SPO made contact which caused the male to discard something in a dumpster and ran away. The SPO went to the dumpster and found items including a ball point hammer. The SPO stopped what could have been a vehicle break-in.

Chief Moy also informed the Committee that the Security Division recognized and Officer, Dispatcher and Gate Ambassador of the Year:

- Kyle Belanger was Officer of the Year.
- Jim Mathews was Dispatcher of the Year
- Larry and Tina Morkved were Gate Ambassadors of the Year

He also updated the Committee about two promotions that were recently made:

- Supervisor I Dan Lurie was promoted to Watch Commander (Supervisor II)
- SPO Iman Movassaghi was promoted to Supervisor I

Chief Moy explained that professionalism and CATE (C=Customer Service, A=Accountability, T=Transparency, and E=Efficiency) are very important.

### **Security Statistics**

Chief Moy reported on the statistics for the Security Department that includes foot patrols, notice of violations, crimes, traffic collisions, RV lots, Social Services and the Compliance Division. Reports are attached to the official minutes of this meeting.

Chief Moy went through each report and explained certain statistics to the Committee. The Committee commented and asked questions.

### **ITEMS FOR DISCUSSION AND CONSIDERATION**

#### **DPTF Clubhouse Antennas**

Chief Moy introduced Bruce Bonbright, Radio Officer for the DPTF, who presented the DPTF Clubhouse Antennas.

Director Mutchnick made a motion to approve the DPTF Clubhouse Antennas. Director Achrekar seconded the motion.

By unanimous vote, the motion carried.

### **ITEMS FOR FUTURE AGENDAS**

- Time length for Permanent Passes

### **CONCLUDING BUSINESS**

#### **Committee Member Comments**

Director Dalis stated that Chief Rojas' speaking voice was good and that future meetings should be exciting.

Mr. Cunningham congratulated Chief Rojas for joining the team. He stated that he has big shoes to fill. He also stated that it was a pleasure to work with Chief Moy.

Director Ardani thanked Chief Moy and welcomed Chief Rojas. She also brought up customer service and the attitudes of Gate Ambassadors and asked how it could be improved.

Director Achrekar welcomed Chief Rojas and thanked Chief Moy.

Director Moldow stated that he would miss Chief Moy and his discussions.

Director Matson stated that this has been a wonderful experience.

Director Mutchnick echoed everyone's comments and wished Chief Moy nothing but success with his new position. He also welcomed Chief Rojas and stated that he is looking forward to working with him.

Director Engdahl thanked and wished Chief Moy good luck. He welcomed Chief Rojas.

Chair Tibbetts stated that ever since Laguna Woods Village became self-managed, the quality of the Security Division has become better and it should continue to get better with the new Chief. He further stated that Chief Moy would be missed.

#### **DATE OF THE NEXT MEETING**

The next meeting is scheduled for Monday, April 27, 2019, at 1:30 p.m. in the Laguna Woods Village Community Center, Board Room.

#### **ADJOURNMENT**

There being no further business to come before the Committee, Chair Tibbetts adjourned the meeting at 3:38 p.m.

  
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Don Tibbetts, Chair