



OPEN SESSION

OPEN MEETING OF UNITED LAGUNA WOODS MUTUAL ARCHITECTURAL AND CONTROL STANDARDS COMMITTEE

**Thursday, June 17, 2021 – 9:30AM-11:30AM
VIRTUAL MEETING**

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

1. Join the Zoom meeting at <https://us06web.zoom.us/j/91432172027>
2. Via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Name and unit number must be included.
3. By calling (949) 268-2020 beginning one half hour before the meeting begins and throughout the remainder of the meeting. You must provide your name and unit number.

NOTICE and AGENDA

This Meeting May Be Recorded

1. Call to Order
2. Acknowledgement of Media
3. Approval of Agenda
4. Approval of Meeting Report – Wednesday May 26, 2021
5. Chair's Remarks
6. Member Comments - (*Items Not on the Agenda*)
 - A. Jane Warthen – Reconsider Established Standard (Attachment 1)
 - B. Raymond Saidah – Shower Remodel (Attachment 2)
7. Division Manager Update

Consent:

All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.

Status of Mutual Consents:

8. Monthly Mutual Consent Report (Attachment 3)

Items for Discussion:

9. Permit Classification Revision (Attachment 4)
10. Variance Moratorium: July Expiration
11. SCAQMD Follow Up & Next Steps: CalOSHA Meeting (Attachment 5)
12. Permitless Alteration Update: Midpoint Evaluation (Attachment 6)
13. Contractor Penalty Policy & Resolution (Attachment 7)

Items for Future Discussion:

14. News Bulletin Topics



Concluding Business:

15. Committee Member Comments
16. Date of Next Meeting – Monday, July 19, 2021 at 9:30AM
17. Adjournment



OPEN MEETING

**REGULAR OPEN MEETING OF THE UNITED LAGUNA WOODS MUTUAL
ARCHITECTURAL CONTROL AND STANDARDS COMMITTEE**

Wednesday, May 26 2021 - 9:30 AM-11:30AM
Laguna Woods Village Community Center (Virtual Meeting)
24351 El Toro Road, Laguna Woods, CA 92637

REPORT

COMMITTEE MEMBERS PRESENT: Elsie Addington, Carl Randazzo, Neda Ardani, Andre Torng, Reza Bastani

DIRECTORS PRESENT:

COMMITTEE MEMBERS ABSENT: Michael Mehraïn, Brian Gilmore, Juanita Skillman

ADVISORS PRESENT: Dick Rader

STAFF PRESENT: Richard DeLaFuente, Robbi Doncost, Lauryn Varnum, Gavin Fogg

1. Call to Order

Chair Addington called the meeting to order at 9:30am.

2. Acknowledgement of Media

Zoom platform.

3. Approval of Agenda

The committee approved the agenda as presented by consensus.

4. Approval of Meeting Report for April 19, 2021

The committee approved the agenda as presented by consensus.

5. Chair's Remarks

None.

6. Member Comments - (Items Not on the Agenda)

None.

7. Manor Alterations Division Manager Update



Staff Officer Doncost updated the current status of the Manor Alterations (“MA”) staff, with the retiring of a Resales Inspector and the onboarding of Abraham Ballesteros, the new Inspector. Mr. Doncost explained that MA is exploring new methods of efficiency, including new technology within the field for inspectors but this will be a process involving the IT Dept. and Tech Dept. Currently MA is anticipating promoting from within to fill the existing gap of a vacant inspector position with the promotion of a Senior Operations Specialist, Geovany Cortez and the promotion of Andrea Cornejo to Senior O.S.

Director Torng inquired as to the Org Chart for MA, and Mr. Doncost confirmed a “Proposed Org Chart” can be shared with the understanding that is a recommended chart not a confirmed chart. Director Randazzo mentioned the Budget Discussion within a GRF Committee meeting, in which new technology and platforms to be upgraded within the VMS structure was discussed.

Consent:

All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.

Status of Mutual Consents

8. Current Inquiry Status – Processing Counts

Mr. Doncost presented the status of the Mutual Consents; within March 2021, MA has processed 99 Mutual Consents from United Mutual, and a total of 582 Mutual Consents throughout 2021. Mr. Doncost pledged to provide an email on status components to the ACSC.

Director Torng requested a trend analysis of MA’s workload and the creation of KPIs. Mr. Doncost confirmed that current VMS staff and software systems will not facilitate this, and an outside vendor must be utilized, but that Director Torng is welcome to connect with a VMS Tech Support individual.

Director Randazzo requested that the Classification of Mutual Consent be circulated within the Manor Alterations News Bulletins to better inform the community and to indicate the backlog of permits based on their classification. Mr. Doncost confirmed it has been printed within the bulletin in a previous issue, however it can be included in the next issuance.

Variance Requests:

- A. Variance Request – Mr. and Mrs. Ernest McGee of 690-A Avenida Sevilla (Cordoba, 1A4R) – Request for Room Addition within Existing Front Patio and Enlargement of Existing Kitchen Window

Staff Officer DeLaFuente summarized the Staff Report and discussion ensued. It was confirmed that the footprint of the home was not changing and that previous similar variances had been approved previously as a precedent. The contractor involved in the work was given an opportunity to speak, confirming that structural elements are factored into the construction, that the City of Laguna Woods regulations have been met in regards to the retaining wall, that the summation of the variance was installing a partition wall within an existing space, and that Lettner was involved in the roof build back



process. After further deliberation a, motion passed to approve the variance to the United Board.

Items for Discussion

9. Alteration Fee Schedule

Mr. Doncost clarified the driving force for the revised fee schedule was aligning fees with the assigned man hours and that the revised fee schedule had been presented to the Third ACSC as well.

Director Randazzo inquired if the Unauthorized Alteration Fee was in addition to the fine enacted by compliance, stating that any violations should be collected by the compliance department, and that the verbiage within the fee schedule was ambiguous and needed further definition. Director Addington inquired if a comparison could be generated comparing the cost to process a permit be compared to the actual cost.

Director Bastani inquired if the fees were also inclusive of City fees, Mr. Doncost confirmed that the Alteration Fee Schedule was independent of any fees owed to the city. Director Bastani stated that he is opposed to the increased fee schedule, claiming that the fee for inspection and permits were too high which was seconded by Director Ardani. Director Addington posited the question of whom should be responsible for bearing the cost of the Alterations Department, likening the use of these services to the fees associated with golf or other activities. Director Torng claimed that due to the initiation of alterations reducing maintenance costs, residents should not be mandated to pay additional fees, stating it discourages improvements and therefore the shared ownership of the Mutual becomes less valuable.

Mr. Doncost highlighted the other factor, naming the contractor violations as a vital component to revising the fee schedule. He confirmed that currently there is no mechanism to fine a contractor for shoddy or unauthorized work. The goal would be to penalize contractors violating the rules and regulations of VMS, and members could confirm within their individual agreements that their contractor would be liable for this fine if VMS deems it. Director Randazzo stated this would place the member in a vulnerable position, and further discussion ensued. Director Addington stated the discussion would be tabled until next month's ACSC meeting. A motion was raised to create a resolution stating that the increased Unauthorized Alteration Fees are to be applied only to violating contractors and the violating contractors would be banned from working with the Laguna Woods Community until the fine was paid.

Director Rader asked for clarification on the contractor violation process, inquiring if a contractor has committed a violation during the work process and what the subsequent actions are. Director Addington stated that contractors have previously simply refused to complete the work, and Mr. Fogg stated that the process was very complicated. Stop Work notices can be issued at any point within the construction process, however there is very little leverage from MA for compliance to rules and regulations aside from a temporary ban.

10. Permitless Alteration

Mr. Doncost confirmed the approved letter had been sent to the City of Laguna Woods, and summarized the quantity and classification of Permitless Alterations received thus far. Director Randazzo stated that



Chair Gilmore requested a mid-term review within 3 months to better understand the efficacy and trajectory of the policy.

11. Asbestos Meeting Report

Mr. Doncost clarified he was currently confirming via VMS the documentation of the boundaries of ownership between members, the Mutual, and VMS. This confirmed documentation will be presented to AQMD. Director Randazzo inquired why this information was not distributed to the community, and Mr. Doncost confirmed, per Terrence Mann (AQMD), that a definitive legal document must be in place for AQMD to provide the accurate regulations and input on ACM. The 100 sq. ft. rule cannot be commented upon until ownership is confirmed.

Director Addington stated that during the asbestos summit it seemed clear that per AQMD, if no asbestos is disturbed, cabinets can be removed without the need for an abatement contractor. Mr. Doncost confirmed that this was the position as an understood concept, however AQMD was clear that before any legal standing is provided by AQMD, they must receive a legal confirmation of ownership. Director Addington noted that there seemed to be contradicting information within the Permitless Alteration policy and AQMD's comments.

Director Bastani inquired if asbestos is tested and the results fall within a specified parameter, can the material be encapsulated? Mr. Doncost confirmed that it can be encapsulated, however there were still rules and regulations in place that apply. Director Randazzo stated that Chair Gilmore proposed an alignment with the City of Laguna Woods, due to their stated position on asbestos. Director Addington stated that if there is a legal precedent set, the discussion should cease as the city has authority over permitted work.

Director Bastani inquired if a screw was removed from the wall, can a wet method be utilized? Director Randazzo stated that the wet method ensures the material is not friable.

Mr. Doncost committed to generating a memo which would be reviewed by the Chair regarding tack strips, carpet, and kitchen cabinetry.

12. KPI's

Mr. Doncost confirmed that the KPIs desired by the ACSC are not possible given the current staff and systems utilized at VMS. An outside vendor must be engaged, and this must be addressed at the governance level. Mr. Doncost explained the process to initiate this evaluation, and Director Torng agreed to generate an email outlining the KPI parameters which would be reviewed by Chair Gilmore.

13. 483-D: Brief Update

Mr. Doncost summarized the meeting that took place at the worksite, including staff, vendors, city staff, and members. Masks, gloves, booties, and Tyvek suits were mandated by the resident and worn by all who entered. The construction engineer believed upon initial observation that there was not a substantial structural issue, however a report has been generated which requires further commentary. The goal is to return to the Committee within a week's time with the final report of approval. Director



Addington was complimentary toward MA for their approach, and requested the final approved report being distributed.

Items for Future Discussion:

Concluding Business:

14. Committee Member Comments:

Director Torng expressed excitement toward the initiation of the KPI measures. Director Bastani proposed a review of the Mutual Consent forms in the future, perhaps leading to a revision of documents.

15. Date of Next Meeting – June 17, 2021 9:30 AM

16. Adjournment – 11:58 AM

X _____

Brian Gilmore, Chair

Robbi Doncost, Staff Officer

Telephone: (949) 268-2281

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To the United Board of Directors

5/27/21

Re: Broken outside pane of double-pane small kitchen window close to sidewalk
Security Incident #2109945
448 A Avenida Sevilla

And ~~██████~~ Noell, Alterations Coordinator,

RECEIVED

JUN 01 2021

Gen Mgrs. Office

Meeting
Lauren
UASCM

I understand that we as owners in Laguna Woods Village do not want to allow unsightly additions to the outside of our units, particularly not black, prison-type wrought iron bars which may look like we need protection from vandals.

However, in this case I want to appeal that Board decision and I ask that everyone look at the facts in my situation.

First of all, this is a small window. The broken piece of glass only measures 12 inches by 13 inches. It is above eye level right next to the sidewalk. Inside it is over the kitchen sink. It would not be possible to use it for entrance or egress because it is so small. No one would notice a grille on this window when there are very large adjacent windows.

Secondly, this is the third time the panes of this particular window have been broken. I believe this breakage occurred on Monday night, May 24. I remember hearing some commotion outside, and thinking that it was probably just the neighbors, I stayed in my house. But the next morning I discovered glass on the ground and the broken window. I believe that the window may have been broken by someone driving a golf cart on the adjacent sidewalk. Perhaps the person was drunk, and most definitely it was very dark. The nearby lighting does not cover this location. I have seen golf carts being driven on that sidewalk in the past, and I have reported it previously. When these windows were broken about two years ago, I called a glass company who repaired them. The cost was \$500. I believe that it is a waste of money to continue replacing broken panes in this window at that cost. So my request for permission to install a decorative grille designed to protect glass is my solution to this continuing problem.

Third, I found a very pretty white decorative grille at Home Depot which I have ordered to see how it looks. If it goes well with the white window frame and trim and is not conspicuous, I again request that Laguna Woods Village allow me to have it installed as a solution to continued accidental breakage caused at night by people who probably live here but are unknown to me.

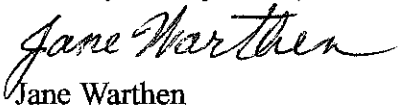
How many times am I going to be forced to deal with these problems. I am 76 years old, single, have lived here 6 years. I had rats get inside my house and patio the first two years. I had to pay \$2000 for extra sheet rock in the living room because the neighbor nextdoor had surround sound speakers attached to our common wall. And now I have to pay hundreds to repair tiny panes of glass. This is unacceptable. What is Laguna Woods Village's solution? If this small decorative grille will prevent further breakage of glass, I don't think there is anyone who would object. My house is down a dead end sidewalk and few people will ever see or notice what is there. What is the point of not allowing a nice solution?

Let me state some additional facts which I hope will help you reconsider:

1. I paid cash for my house in 2015. I intend to live here the rest of my life if possible. My daughter who lives in Santa Ana will own my house after I die. She intends to keep it.
2. My house is the La Corona model which has 2 sliding glass doors, 3 floor-to-ceiling windows, one 4 feet by 5 feet kitchen window, and the tiny 4 panel window over the sink which keeps getting broken. After I moved in, I bought new double-pane windows for the entire house.
3. I am able to maintain the house now, but I am seeking a simple, cost-effective, nice looking solution to the problem of these broken windows so I won't need to constantly replace them.

Please help me. I don't see that denying this serves any purpose. I am willing to take this issue to any of the United Board members or any committee to state my case. I believe that anyone seeing my house, the location, and knowing the facts would decide that the decorative grille is a good solution. Right now, the broken pane is repaired with plastic tape which won't last long outdoors. It is peeling off already. If the Board allows this addition of the decorative grille, I will have the window repaired once again and the new grille put up.

Thank you very much,



Jane Warthen
448 A Avenida Sevilla



June 1, 2021

**United Mutual Architectural Controls and Standards
Committee.**

Laguna Woods.

Hello,

This is Raymond Saidah, 2184B.

During the month of July 2020 I had to replace the kitchen flooring after a decision from the Department of Moisture Intrusion Division made the decision to replace the damaged wood floor after a water leak.

As the tilers were at my house, I thought of hiring them to help me modernize my otherwise filthy old shower by newer and healthier environment with:

1- Tiling with white large glossy porcelaine tiles over the old crummy beige stained tiles in my shower.

2- Replacing the old wall tiny old shower head by a complete modern stainless showering module with lights, with different showering possibilities, and with side massaging jets for our old muscles and a sophisticated water mixing valve.

3- Replacing the filthy old aluminum framed translucent glass door with a modern 3/8" unframed transparent glass door to let all needed light in with a sense of openness in the tiny shower compartment.

During the execution Mr. Gavin Fobb the super inspector was called to check about the work in progress. After being graciously invited in, he made the decision to check about any asbestos in the wall where a shut-off valve was to replace the shower mixing one. So, he issued a stop-work order that was respected.

After 2 days of blocked bathroom and after getting negative test results about any asbestos, Mr. Fogg issued a "go ahead" order to finish the job.

So, the tilers did a great job tiling over the dirty old tiles and a duly licensed plumber: Daniel Malfavon installed the shut-off valve and the shower Unit in less than half an hour for a \$225.00 charge.

Now, to my big astonishment, after almost a year, I am asked to provide the "Demolition Department" with a permit from the City for the water valve replacement.

Without fully understanding why the replacement of a mere faucet needs complicated procedures and a City permit, and willing to comply to this request, I went to the City to apply for the required permit for the water valve replacement.

After waiting outside for more than one hour, the City-lady-clerk kindly handed me the paperwork for a construction permit, while advising me that in my case, only the Plumber should apply for a plumbing project, not me the owner, plus, an asbestos test should also be provided.

Since then, I have been trying to call Dan Malfavon, a very special character, that I finally did reach to ask him to fill the needed paperwork. I proposed to meet him at his residence, but he would not give me his address. He promised to meet me at my house several times, but never showed up despite my repeated calls.

On another hand, the asbestos test result is a secret document that Mr. Fogg keeps in his file. It can only be directed to the City as I am not allowed to get it.

I also called lately again Dan Malfavon on Thursday the 27th of May, but again although he was supposed to be in Laguna Woods, he never showed up. I called him again today the 1st of June, but he told me that he has a vision problem and could maybe be available on Friday the 4th of June when I have a pre-scheduled appointment at the BMV for the renewal of my licence.

So, here I am stuck between the Laguna Woods Administration, Dan Malfavon and Mr Fogg. I would so much have liked to abide by the rule requiring a City permit for the replacement of a water valve, but I took all the time and effort to satisfy everybody without success despite all my efforts and goodwill. I am also now threatened to be charged \$300.00 penalty plus the costs of the permit, when an inspector from the LW Authority or the City could have come to check if the work is well done and closed this painful and costly procedure for everybody.

I even asked to meet with someone responsible with whom I can talk in person to explain that situation but the Department of Demolition categorically refuses in person meetings!!!

If there is a solution, I am ready to try it, showing my compliance to the rules and regulations of the Laguna Woods Village.

One last word:

When starting this job, I never did imagine that refreshing our lives would inconvenience so many people and cause me so much pain, time and annoyances. I have been a builder myself for many years. I dealt with several city councils, Engineering Departments and site inspectors without any problem for a lot of complete houses. I did never imagine that a City, any City could have that kind of ridiculous requirements when so many much more important parts of a house should better be dealt with instead of a mere faucet.

I would like to know if the City is the responsible for this kind of ridiculous requirements, so that I meet with the Mayor, the City Council and any Administrative person to check about this kind of requirements.

Anyone, everyone is cordially invited to come and check about how big an improvement the shower modernizing is for us, for our quality of life and for the Community as a whole.

I am just trying my best to do what I was asked to do, but there is so much I can unfortunately do. I am also ready to come at your meeting for it.

Thank you for your understanding, for an answer, and for an acknowledgement of the origin of the pain caused by this matter.

Raymond Saidah
2184 Via mariposa E. Unit B
Laguna Woods, CA 92637

Enclosed: A photo of the actual Shower with the module object of the request of the Demolition Department and of this letter.

Average Numbers:

Phone in-take: received per day / responded to per day =
 25 – 35 Received per day / 25 – 35 Responded per day
 E-mail in-take: received per day / responded to per day =
 75– 95 Emails per day / 75– 95 Responded per day
 Remote counter: total for March /average per day =
 5 Appointments total for May only / 0-2 Appts per day

Mutual Consents Processed and released May 2021:

United – 75
 Third – 88
 Total – 163

Average MC Sub process (From a complete application being submitted)

Class I Permits = 2-5 Business Days
 Class II Permits = 5-10 Business Days
 Class III Permits = 10-90 Business Days

Mutual Consent Tickets generated in May 2021:

United – 81
 Third – 115
 Total - 196

Total	
CLM	2
CM	19
CN	1
CXL	7
FW	7
MC	109
OH	23
PCP	14
POP	3
RQST	2
RV	9
Total	196

United Mutual	
CLM	1
CM	5
CN	0
CXL	1
FW	0
MC	48
OH	17
PCP	3
POP	0
RQST	0
RV	6
Total	81

Third Mutual	
CLM	1
CM	14
CN	1
CXL	6
FW	7
MC	61
OH	6
PCP	11
POP	3
RQST	2
RV	3
Total	115

Status Code Legend:			
Code	Stellar Description	Manor Alteration Meaning	Responsibility of
CLM	Contact Attempted/Left Message	Called Member/Applicant - Left Message	Applicant
CM	Completed	Completed	N/A
CN / CXL / R	Cancelled	Cancelled by Member/Staff	N/A
DEN	Denied	Denied	Applicant
DOC	Documentation Process	Front Desk Reviewing Application for Completeness	MA
FW	Final Walk	City Permits/Air Clearance provided/Request for Final Inspection	MA
MC	Member Contacted / Work Pending	Complete MC released	Applicant
NEW	New	Application Submitted and Received by MA	MA
OH	On Hold	On Hold for Neighbor Awareness Notices or Common Area Usage Agreement to be provided	Applicant
PCP	Plan Check in Process	Receiving Plan Check by Inspector	MA
PN	Pending	Application Printed for Front Desk Review	MA
POP	Pending Obtaining Payment	Payment Required for Submission	MA
RQST	Requested info from Member	Non technical documents requested by MA (e.g. COLI, Signatures)	Applicant
RV	Being Revised	Revisions to plans/scope of work have been requested by MA	Applicant

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CLASSIFICATION OF MUTUAL CONSENTS vs2

(Further clarifications to the consent process will be included in future News Bulletins)

CLASSIFICATION I – Elementary: This level involves a type of alteration permit issuance that can be made over the counter (OTC) with a request to Manor Alterations. Permits in this classification will only require a final inspection for close-out with no city permit required. A completed application for the mutual consent; certification of liability insurance (COLI); and permit fee are all that is required. The following are MC permits allowed in this classification:

1. Carport cabinets, A/C replacements in Third (mini-split or A/C replacements in United only Like-For-Like replacements can be handled in the PermitLess notification), existing water heater replacements (requires city permit but can be issued in a day).
2. Gate revisions.
3. Flooring Replacements in Third if no disturbance of existing vinyl tile or black mastic. This is a PermitLess process in United.
4. Wall Hangers: No permit is required for hanging pictures, or light ornamentation on the walls when no demolition is required.

CLASSIFICATION II – Medium Complexity: This level involves a type of alteration permit issuance that would be accepted OTC and will require an Alterations Inspector for plan review and approval. Some Mutual Consents will also require a Demolition permit. A city permit is likely required if any minor structural and mechanical modifications (plumbing, electrical, mechanical) are needed. Permits in this classification will only require a final inspection for close-out and the members submittal of the signed-off city permit. No variance requests are accepted under Classification II. The following are MC permits grouped in this classification:

1. Kitchen renovation, bathroom renovation, HVAC unit modifications.
2. Patio covers, partition wall modifications, window replacements, ceiling lighting, mechanical alterations of electrical, HVAC unit installations and mini-splits, plumbing (waste and/or water line revisions).
3. Doorway modifications that do not require a structural change.
4. Solar tubes.

CLASSIFICATION III: This level involves a type of alteration permit issuance that must be reviewed in depth by an Alterations Inspector. Applications in this classification will require a demolition permit; asbestos monitoring, reporting, and clearances; improvement permit; city permit; and a final inspection for close-out. There may be a need for a variance approval and land covenant processing. The following are permits grouped in this classification:

1. Atrium enclosure, breakfast room addition.
2. Modifications to exclusive use common area.
3. Structural modification of any nature.
4. Any Common Area Use Agreement requirement inclusive of Solar roof panels.

5. Garage encroachment build-out.
6. Partition wall modifications.
7. Any work in common area.

If you have further questions, please contact Manor Alterations at (949) 597-4616 or alterations@vmsinc.org

If you have questions about city permits, please contact the City of Laguna Woods at (949) 639-0500 or cityhall@cityoflagunawoods.org



Village Management Services, Inc.

DATE June 8, 2021

Electronic Mail / USPS

TO Terence Mann, Deputy Executive Officer
Compliance and Enforcement, *South Coast Air Quality Management District*
21865 Copley Drive
Diamond Bar, CA 91765

FROM Robbi Doncost, RA, Manor Alterations Manager
Village Management Services Inc.
24351 El Toro Road
Laguna Wood, CA 92637
949-597-4600

RE Follow-up to the April 2021 Laguna Woods Village Asbestos Virtual Meeting

The boards of directors for United Laguna Woods Mutual (United), Third Laguna Hills Mutual (Third) and Village Management Services Inc. (VMS) wish to express their sincere appreciation to South Coast Air Quality Management District (SCAQMD) for its participation in last month's virtual meeting. During this meeting, certain critical questions could not be addressed, as the ownership of mutual property was to be further defined in writing by VMS. The following provides answers regarding Laguna Woods Village ownership, Village information and other questions.

Corporate Organization

- Laguna Woods Village features approximately 94 floor plans, 12,750 residences and 3.9 square miles.
- The Village's three housing corporations, or mutuals, are organized under California Nonprofit Mutual Benefit Corporation Law: United Laguna Woods (co-op units), Third Laguna Hills (condominiums) and Mutual No. Fifty (The Towers). Management of The Towers and recreational facilities and amenities are not included in this inquiry, as this mutual engages a managing agent other than VMS.
- VMS provides management services under contract for the Golden Rain Foundation (GRF) and the residential common interest developments that comprise the planned community located in the City of Laguna Woods, California, known as Laguna Woods Village.
 - Within VMS, the Manor Alterations (MA) division is responsible for reviewing Third and United construction documents and plans as well as issuing mutual approvals (HOA permits) for alterations, renovations, demolition and construction within the units/manors.
 - The City of Laguna Woods is the building code authority that issues building permits for construction relating to building and safety code compliance matters.
- Village construction began in 1963 with 530 manors and was constructed in phases to its current build-out.

Within Village structures, asbestos can be found in buildings materials, including, but not limited to, originally built ceiling tile, textured wall surfaces, stucco, cove base mastic, attic insulation, 9-by-9-inch vinyl floor tile, tile black mastic adhesive, gypsum board, joint tape and joint compound. The focus of the asbestos questions pertains to both United and Third mutuals. Asbestos material is located in various areas of ownership between both mutuals and their members.

During renovation work, unit/manor owners are responsible for all code and governing authority compliance, including proper certified asbestos consultants (CAC) assessment surveys and testing. The asbestos surveys are provided to MA for demolition permitting. MA is not a governing agency or an interpreter of the information, and therefore relies on licensed professionals' information, public agency inspections and consultant certification for compliance to governing laws.

- MA is not present during demolition or construction to inspect the work in progress done by the owners or contractors. A final inspection is provided to confirm conformity to the respective HOA and mutual standards only.

United Ownership Limits

Owners of co-op units/manors own an interest in the corporation and have rights to specific dwelling within that corporation. United Mutual owns all building components, including all exterior walls and structural elements. Further, mutual ownership includes the following:

- Walls (to the face of gypsum board veneer on interior walls),
- Slab (to the face of vinyl tile on the slab/foundation) and
- Ceilings (to the face of gypsum board veneer on ceilings, including drop ceilings).

Third Ownership Limits

Owners of condominium units/manors own all building components, including all exterior walls and structural elements. Further, mutual ownership includes the following:

- Walls (to the face of gypsum board veneer on interior walls),
- Slab (to the face of vinyl tile on the slab/foundation) and
- Ceilings (to the face of gypsum board veneer on ceilings, including drop ceilings).

SCAQMD Meeting Follow-Up Questions

Please assist in providing additional information regarding the following questions not addressed in the prior meeting.

- Renovations: Are manor asbestos survey and testing results, with notification, to be submitted to SCAQMD for review and approval?
 - Does SCAQMD provide review, permit issuance and inspections on all asbestos report work submitted?
 - What is the minimum area requiring a renovation asbestos permit? Example: Is a survey needed for a simple wall electrical outlet cut in?
 - Does the "100 SF rule" and exemption of notification apply to renovations of member-owned and mutual-owned areas?
- Does the City of Laguna Woods or any other public agency have any responsibility to monitor or assist in compliance with SCAQMD regulations?
- Given ownership definitions, what is the mutual or VMS/MA's role in monitoring compliance with SCAQMD regulations?

- Can members test, provide a CAC report and remove the asbestos material on mutual-owned property?
- Members and contractors ask whether they can perform certain work without asbestos testing, containment and specialized asbestos certifications for certain work:
 - Removing cabinetry from kitchen or bathrooms
 - Cutting small holes (2 by 4 inches) in walls or the ceiling for an electrical box or for ceiling-fan box holes
 - Removing vinyl tile to mastic for ceramic tile and grout installation
 - Hanging pictures or curtain rods
 - Removing recent finish installations, such as retiling a bathroom or shower floor/wall installed within approximately five years

Mutual Responsibility

- Is the mutual as building owner liable for unauthorized releases when the member or shareholder is the party performing the work?
- What checks/balances are present (if any) for CACs who write reports that state materials being disturbed are negative for asbestos and may not be compliant with SCAQMD rules?
 - How are CAC reports monitored for meeting SCAQMD requirements if they are not submitted to SCAQMD?
- How can a member or shareholder verify an asbestos survey report is valid for sampling/testing measures meeting SCAQMD and CAL-OSHA requirements?
 - How is the CAC responsible for all liability for any insufficient reporting or unauthorized disturbance based on their findings?

We would be glad to schedule a second virtual meeting to accommodate your effort in answering our questions. We are open to any suggestions you may have and understand if you elect to have Chris Ravenstein attend that further effort on your behalf. We appreciate the effort of SCAQMD on this issue.

Sincerely,



Robbi Doncost
Manor Alterations Manager
Village Management Services Inc.

CC: Chris Ravenstein, SCAQMD Air Quality Inspector II
Sue Margolis, President United Laguna Woods Mutual
Steve Parsons, President Third Laguna Woods Mutual
Jeff Parker, CEO
Siobhan Forster, COO
Ernesto Munoz, P.E., Maintenance & Construction Director
Gavin Fogg, Manor Alterations Supervisor
May Khalighi, IHS Environmental Inc.
Amir Karamati, IHS Environmental Inc.

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RESOLUTION 01-21-XX

COMPONENT REPLACEMENT PERMIT-LESS ALTERATION POLICY EXTENSION

WHEREAS, the United Mutual Board previously approved a Policy and Resolution to enact a Permit-Less Alteration notification number 01-21-12, on February 9, 2021. That Board approval was a conditioned approval with a trial period extending to July 9, 2021; and

WHEREAS, the purpose of the component replacement Permit-Less Alteration Policy allows the shareholder to submit a notification form (with waiver) that instantaneously notifies Manor Alterations of the like for like replacement of existing alteration components, not requiring a city permit, without the need of a mutual consent burden; and

WHEREAS, this pending Resolution would make the Permit-Less policy permanent without need for further extensions of time; and

WHEREAS, The United ACSC and Manor Alterations agree that the Permit-Less policy has been effective and both recommend the permanent approval without further conditions or restrictions of the Permit-Less Policy.

NOW THEREFORE, BE IT RESOLVED, on July 13, 2021, the United ACSC Directors hereby approve the permanency of the existing component replacement Permit-Less Alterations Policy as attached to these minutes, thereby removing any sunset or conditioned time approval; 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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CONTRACTOR PENALTY POLICY

Contractors hired by Shareholders, at times, violate current Mutual rules and regulations. There is currently no standard policy to address offenders or repeat offenders of existing and future rules and regulations.

Manor Alterations (“MA”) would be the representative acting on behalf of the agent (VMS, Inc.) for the mutuals (“United”). This Policy will classify the noticing, level of severity of violation, penalties, ramifications of disciplinary actions, and remedies relating to the offenses. MA would use the following criteria to evaluate the contractors’ behavior and administer notices and penalties to the member Contractors based upon this Contractor Penalty Policy.

The circumstances for providing a Notice of Violation (“Notice”) and the issuance of penalties would be based upon the severity of the offense listed in two categories of Moderate and Severe Violations. These two categories are defined as the following:

Moderate Violations

1. Violations of the Standard Operating Conditions attached to the Mutual Consent, including but not limited to, gate entrances, material storage and waste operations, common area cleanliness/clean-up/ and protection, conduct of Contractors’ workers and subcontractors’ workers. No penalties shall be issued on 1st Notice Moderate Offenses. These Moderate Offenses are for 1st issuance notice only and can be elevated to a Severe Offense if not corrected in a reasonable time after issuance of the first notice. If a Contractor violates the conditions a 2nd time the offense is then elevated to a Severe Offense.

Severe Violations

1. Any Contractor performing demolition, or constructing renovation work without all appropriate governmental, and HOA approvals inclusive of Mutual Consents issued by MA and City approvals, or
2. Any Contractor performing work contrary to the Mutual Consent previously issued by MA for the following:
 - a. Performing any structural removal, including but not limited to, the widening the opening of a doorway or window, removal or modification of a structural building element (inclusive of columns, bearing walls, shear walls, foundation systems, exterior mutual owned walls, lapse of any insurance coverage so disclosed by the Contractor on the mutual standard Certificate of Liability Insurance or “COLI”.)
 - b. Mutual Consent was issued for specific demolition work but the Contractor has expanded the area of that permitted work is then considered a violation of the original permit, or
3. Any unauthorized asbestos release contrary to SCAQMD regulations, or

4. The reluctance to complete the work of the Mutual Consent within 90 days of permit issuance, or such reasonable time for the work so described on the Mutual Consent, exempting therefrom, any reasonable extension of time for Force Majeure conditions affecting the timely completion of the work.

Manor Alterations shall be assigned the responsibility to provide the following actions:

1. Substantiate the violations with Notices, notes, and pictures keeping archive files to document the violation events and transmitting the violation material to both the contractor and manor owner,
2. Keep a log of violations and penalties recording at a minimum the contractor's name, address, detail the violation, and include other pertinent information of the event,
3. Notify in writing the manor owner and contractor of all violations and potential for future penalties,
4. Issuance of all Notices of Violations are to be posted on the manor with a description of the items included in the Notice,
5. Issuance of a first warning of violation for Moderate Offenses.

Penalties for Contractor Violations

1. Moderate First Violations – Contractor and Owner are to be notified of the First Violation. No penalties are assessed for Moderate First Violations. If a second Moderate Violation occurs then penalties will be assessed according to the Stop Work Fee Schedule,
2. Severe First Violations – If the first violation is a Severe First Violation, no penalties are assessed. However, issuance of a fine will commence for all subsequent violations by Contractor in accordance with the Stop Work Fee Schedule below. See the Stop Work Fee Schedule for fee increases due to repeat violations. After the 3rd Violation (inclusive of any Moderate or Severe classification) the Contractor will no longer be allowed to do work in the Mutual. Only after Board approval would the Contractor be reinstated, and allowed to perform contracting work again. Thereafter any violation would result in permanent suspension from the Mutual.
 - a. The member shall not be subject to any Unauthorized Alteration Fees or Member Disciplinary Action for 1st violations. However, the Member is responsible for any supplemental cost to mitigate the actions of their contractor that might be attributable to the consequences of a damage such including but not limited to, remediation of emergency asbestos clean-up and mitigation, fines established by governmental agencies for violations.
3. The Contractor shall pay the penalty directly to Manor Alterations on behalf of the Mutuels. The violation shall be paid by Contractor, or the Contractor shall not be allowed to submit applications or perform any further work in the mutual. However, the manor owner shall be allowed to continue to use the offending contractor to finish the existing contract at the discretion of Manor Alterations.
4. Stop Work Fee Schedule shall be as follows:

Stop Work Fee Schedule	
Violation of Unauthorized Work	Fee
1st Violation by Contractor	\$0*
2nd Violation by Contractor	\$600**

- *Each subsequent violation doubles prior Violation Fee**
- **Notice of Asbestos Release is and additional \$1500 + Clean Up and Testing Fees**

The Right to Dispute the Violation shall be as follows:

1. The Contractor has the right to dispute the Violation Notice issued by MA by providing a written request for a hearing ("Hearing Request") to Manor Alterations at the emails of Alterations@vmsinc.org and copy to gavin.fogg@vmsinc.org, and copy to robby.doncost@vmsinc.org within 7 calendar days of the issuance of the Violation Notice to Contractor by posting at the manor and electronic email to Contractor.
2. Said Hearing Request will be heard by the respective ACSC mutual at its then next appropriate hearing date.
3. Should the Contractor make a Hearing Request, all conditions of the violation including the payment of the penalties will remain in effect until the ACSC provides a final determination.

RESOLUTION 01-21-XX

Mutual Contractor Penalty Resolution

WHEREAS, the United Mutual Architectural Control & Standards Committee, has recognized the need for a standardized Mutual Contractor Penalty Policy to address violations of Mutual rules and regulations by contractors/vendors; and,

WHEREAS, Manor Alterations would be the representative for the Mutual, utilizing preapproved criteria to evaluate the contractors' behavior and administer notices and penalties to the Contractors; and,

WHEREAS, the circumstances for providing a Notice of Violation and issuance of penalties would be based upon the severity of offense and is clarified in the Mutual Contractor Penalty Policy; and,

WHEREAS, the member shall not be subject to any Unauthorized Alteration Fees or Member Disciplinary Action for 1st Violations however any supplemental costs to mitigate the actions of their contractor that might be attributable to the consequences of a damage such including but not limited to, remediation of emergency asbestos clean-up and mitigation, fines established by governmental agencies for violations are the responsibility of the Mutual Member; and,

NOW THEREFORE BE IT RESOLVED, on July 13, 2020, the Board of Directors hereby approves/denies the request to enact the Mutual Contractor Penalty Policy in perpetuity; and,

RESOLVED FURTHER, Manor Alterations would be the representative acting on behalf of the agent (VMS, Inc.) for the Mutual; 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.