

REGULAR MEETING – BOARD OF DIRECTORS
COUNCIL OF UNIT OWNERS
MUTUAL 19B - CONDOMINIUM OF ROSSMOOR, INC.
OCTOBER 28, 2015
SULLIVAN ROOM – 1:00 P.M.

AGENDA

1. Call to Order
2. Approval of the Agenda
3. General Manager's Report
4. Approval of Minutes of September 25, 2015
5. Leisure World Board of Directors Report
6. Treasurer's Report
 - a) Payment of Invoices
 - b) Resolution on Certificate of Deposit Maturing
7. Old Business
 - a) Pipe Railing Proposals
 - b) Follow-up From PPD on Removal of Logs (*behind Bldg.91*)
 - c) Follow-up from PPD on Bldg. 94 Parking Lot Flooding
 - d) Advisory Committee Recommendations
 - e) Proposed Changes to the Rules
 - f) Status of Camera for Building 91
 - g) Status of Underage Resident
 - h) Lighting for Building Addresses
8. New Business
 - a) McFall & Berry Landscaping Proposals – Jude Howard
 - b) Resident Request for Closer Parking Space at Bldg. 88
 - c) Proposals for Building Mats – Jude Howard
 - d) 2016 Management & Operating Agreement
 - e) LW Accounting Request for Renovation Project Resolutions for (*Bldgs.93 & 94*)
 - f) Date of November Board Meeting
9. Advisory Committee Reports
10. Building Representatives
11. Unit Owners
12. Open Forum - 3 Minutes Each to Address Board
13. Adjournment

**REGULAR MEETING - BOARD OF DIRECTORS
COUNCIL OF UNIT OWNERS OF
MUTUAL 19-B – CONDOMINIUM OF ROSSMOOR, INC.
SEPTEMBER 30, 2015**

Res. #50 - #

A regular meeting of the Board of Directors of the Council of Unit Owners of Mutual 19B - Condominium of Rossmoor, Inc., was held in the Sullivan Room of the Administration Building on Wednesday, September 30, 2015 at 1:00 p.m.

Present were Directors Janet Lazar, Larry Damsky, Virginia Austin, Jack Dunn, Rita Mastrococco, and John Gervais.

Building Representatives attending the meeting were Regina Goldsborough #88; Connie Costa #89; Jude Howard #90; Charles Middleton & Cheryl Richards #91; Rita Mastrococco #92; and Jack Dunn #94. Also attending the meeting was Kevin Flannery, General Manager; Gloria Robar, Mutual Assistant.

Residents attending the meeting were the following: Jude Howard, Romeo Fagiolo, Kristen Doherty, Marion Rosenburg, Ann Kyber, Charles Middleton, Barbara Long, Beth Urban, Sid Lazar, Dennis Hawkins, Clayton Lewis.

1. Call to Order – Mrs. Lazar called the meeting to order at 1:00 p.m.
2. General Manager's Report - The General Manager's Report for August 2015, presented by Mr. Flannery, was received, noted and made a part of the record.
3. Approval of Minutes – The minutes of the regular meeting held on August 26, 2015 were approved as amended: The deletion of the paragraph titled Notification and Resolution #38; and the deletion of the last sentence under Pesticide Use located on page 4.
4. LW Board of Directors Report – Mr. Damsky presented the report of the Leisure World Board of Directors meeting.
5. Treasurer's Report – Following discussion, the Board agreed –

To direct the Mutual Assistant to send the invoices related to the Mutual 19A water shut-down back to Physical Properties to re-bill Mutual 19A instead of Mutual 19B.

Resolution #50, 9/30/15

The Treasurer's Report which was received, noted and made a part of the record. Upon motion duly made, and seconded, the Board agreed –

To authorize Ms. Robar to approve payment of the list of invoices, each being under \$1,000 as listed in the Board Agenda packet.

Resolution #51, 9/30/2015

To approve payment of \$1,214.06 to Schindler Elevator Corporation (Invoice #7152210160) for service call on 9/9/15.

To approve payment of \$3,273.75 to McFall & Berry (Inv. #179986) for installation and/or removal of trees per specification sheet at Bldgs. 88, 89 & 91.

Insurance Claim - To approve payment of \$3,553.24 to LWMC for water clean-up performed by A & A at #92-3G (Jean Eidman) due to overflow of washing machine; and, to request reimbursement from the unit owner (Eidman).

To approve payment of \$2,500.00 to MSC for inspections at Bldg. 94 (Inv. IN52185).
Resolution #52, 9/30/15

The Board further agreed –

To approve the payment of \$4,200.00 to Kleanko Professional Window Cleaning, for the cleaning of the outside of the windows for Buildings 88 through 94. Payment is contingent upon the completion of service for Bldg. 94.
Resolution #53, 9/30/15

The Board further agreed –

To approve payment of Avon Corporation invoice #11330 in the amount of \$7,012.00 and Invoice #11350 in the amount of \$14,025. Payment is from the Replacement Reserve Fund.
Resolution #54, 9/30/15

6. Old Business -

a) Bldg. 92 Railing – Upon motion duly made and seconded, the Board agreed –

To direct Gloria Robar to send photo for proposal for powder coated black railing to all three companies.

Resolution #55, 9/30/15

b) Bldg. 93 Renovation – The Board discussed the status of the renovation project in Buildings 93 and

c) Bldg. 94 Drainage/new Concrete Pad – The Board requested that a representative from PPD report to the Board plans for the installation of a concrete pad behind Building 94. They also requested that PPD provide the status of improvements to prevent storm water from flooding the parking area.

d) Painting of the Trash Room Doors – The Board agreed to proceed with scheduling the painting of the trash room doors.

e) Rental Policy – The Board asked Ms. Robar to obtain the most current copy of the 19B list of renters submitted to Montgomery County each January.

f) Rule Revision – It was stated that input on the revision of the rules be given to Mr. Dunn.

g) Fall Planting – Jude Howard presented an update on landscaping in the Mutual. Upon motion duly made and seconded, the Board agreed –

To approve M & B proposal #93 for the replacement of two trees.
Resolution #56, 9/30/15

To approve M & B proposal #94 for the planting of foundation shrubs.

Resolution #57, 9/30/15

To approve M & B proposal #90 for landscaping as stated in the proposal.

Resolution #58, 9/30/15

To approve M & B proposal #88 for the replacement of a Bradford pear tree.

Resolution #59, 9/30/15

7. New Business –

a) Main Water Valves – Following discussion, Ms. Lazar stated she will obtain a cost estimate from Physical Properties for replacement of the main water valves.

b) Parking/Walkways – Mr. Damsky will discuss the parking policy with the Security & Transportation committee.

c) 50th Anniversary Donation – Upon motion duly made and seconded, the Board agreed –

To a donation of \$250 to the 50th Anniversary Celebration.

Resolution #60, 9/30/15

d) LW Advisory Committee Applications – Ms. Lazar reported that she is in the process of gathering “Plan B” of the applications from all Mutual 19B Representatives on the advisory committees.

e) Amended Proposed 2016 Budget – Upon motion duly made and seconded, the Board agreed –

To mail the Amended Proposed 2016 Budget to all unit owners for their review and comments.

Resolution #61, 9/30/15

8. Advisory Committee Reports – Reports were presented from the LW Advisory Committee Mutual Representatives present at the meeting.

9. Building Representatives – Reports were presented from the Building Representatives present at the meeting.

10. Open Forum – Several comments were presented by residents in attendance at the meeting.

11. Adjournment – There being no further business to come before the Board, the meeting was adjourned at 4:15 p.m.

Janet L. Lazar, President

GENERAL MANAGER'S REPORT

October 2015

COMMUNITY TOPICS

1. **Finances** –

Year to Date, quarter ending 09/30/15, net operating expenses are approximately \$118,000 under budget.

There have been 295 property transfers which have been generated approximately \$1,083,000.00 in contributions in the first nine months of 2015.

2. **New Resident Orientation** –

A New Resident Orientation has been scheduled for Thursday, October 15th, at 3:00 p.m. in the Ballroom of Clubhouse I. The following individuals will attend and be available to answer residents' questions:

Kevin Flannery, General Manager
Jolene King, Assistant General Manager
Tim Coursen, Assistant General Manager
Dee Martynuska, Education & Recreation
Alex Lively, Golf Professional
Sam Ellis, Motivational Fitness
Ana Alvarez, MedStar
Richard Schultz, Director, Security & Transportation

3. **Flu and Pneumonia Vaccine Clinics** –

PLEASE NOTE THE FOLLOWING: Due to a nationwide delay in production by the high dose vaccine manufacturer, all high dose vaccine shipments are being delayed until mid-October. This means that, currently, VNA clinics (which provide the flu clinics as a service to Leisure World residents) are only able to offer the standard trivalent vaccine at this time, as well as a preservative-free option. These vaccines cover the same strains of the flu as the high dose vaccine, and neither MedStar nor the CDC recommends one type of flu vaccine over another.

Until further notice, there are no high dose flu shots available at this time.

Vaccinations of the standard vaccine will be available at Clubhouse I, from 9 a.m. to noon, on the following dates:

Wednesday, October 14

Friday, October 23

Tuesday, October 27

Tuesday, November 3

Flu and pneumonia vaccines are provided at no cost to residents with traditional Medicare Part B as their primary insurance. Bring your Medicare card, insurance card, and a photo ID.

Vaccines are also available at the MedStar Pharmacy Monday through Friday, 8 a.m. to 5 p.m., by appointment. Residents should call 301.598.1005. The Pharmacy accepts Medicare and private insurance plans.

4. Pesticide Bill 52-14 –

At their meeting on September 29, 2015, the Board of Directors voted not to support either the original bill 52-14, Non-Essential Pesticides Prohibitions, or the amendment proposed by Councilman Berliner. On Tuesday, October 6th, the Council passed a ban on the use of pesticides in the county, effective January 1, 2018.

5. Shredding Day –

A community shredding day has been scheduled on Saturday, October 24th, from 10 a.m. to 1:00 p.m. at the Administration parking lot, for drop-off of bulk shredding.

Now is a perfect time, before the end of the year, to securely reduce paper clutter in your home and free up space by permanently destroying outdated or unwanted files and documents. Watch them go into the shredder on the truck and be destroyed in front of you.

Immediate, on-site destruction of up to five bags per resident will be provided. Please note: staples are okay, but paper clips and binder clips should be removed. CDs, DVDs, and unwanted credit cards are okay. Please do not bring the following items: newspapers, brochures, and magazines that go in your regular recycling; batteries; food waste; hanging folders; binders; or large metal objects.

Call Berri Sommer at 301-598-1370 if you have questions.

6. **Montgomery County Senior Summit and Focus Groups –**

County Executive Ike Leggett is hosting a Senior Summit in December 2015 to assess the needs and concerns of seniors and give them a voice in the community’s priorities. Prior to the summit, focus groups are being held all around the county to engage seniors and get feedback on whether Montgomery County is an age-friendly community. In addition to the focus groups, seniors may also give input through an online “Age Friendly Community Survey.” The survey can be accessed at (<https://www.surveymonkey.com/r/agefriendlymc>).

In anticipation of this year’s summit in December, Leisure World residents of all ages are encouraged to complete the electronic county survey.

LEISURE WORLD OF MARYLAND CORPORATION

1. **New Hires**

New Hires - September:

Jenifer Aguilar – DOH 09/08/15 – Security Guard
Jordi Barragan-Luna – DOH 09-11-15 – Security Guard
Mandel Lacy – DOH 09/14/15 – Maintenance Assistant
Sara Cruz – DOH 09/21/15 – Security Guard

New Hire – October:

Manuel Lopez – DOH 10/13/15 - Accountant

Promotions:

Keela Claggett – From Assistant Resales Administrator to Resales Administrator
Jacqueline Ramos – Community Patrol Officer to Assistant Resales Administrator

Position Change/Transfer:

Susan Velasquez – From Administrative Assistant to Registration Coordinator

Departures:

Beverly Chaconas (Retire) Resales Dept.
Jason Mejia (Temporary position ended) Greens Mutual 20B
Joseph Hooban (Retire) Post Office
Jennifer Peacock (Retire) Comptroller
Michael Auth – Temporary position ended. HVAC Dept - PPD

Recruiting:

Postal Clerk – Administration
HVAC Mechanic – Physical Properties
Service Plumber – Physical Properties
Special Police Officer – Security and Transportation

Filled Positions:

Accountant - Accounting Dept.

Security Guards – Security and Transportation

7e) Proposed changes to the Rules

Proposed Resolution – Board of Directors – Mutual 19B

Proposed revised rules dated April 2015 were distributed to the Mutual Buildings for comment in April 2015.

The following suggested changes to the April 2015 proposed rules are based on comments received.

Section V. **COMMUNICATIONS** to be replaced with the following:

Information regarding Mutual business and activities is presented in a newsletter and/or on the Mutual Website. Copies of the newsletter are distributed in the lobby of each building in the Mutual.

Minutes of the Board of Directors Meetings are posted on the bulletin board of each building in the Mutual and/or on the Mutual Website.

...

Section VI. **OCCUPANCY LIMITATIONS** to be replaced with the following:

It is the intention of this Mutual to provide housing for older persons. In furtherance of this:

(1) At least 80 percent of the occupied units are occupied by a least one person who is 55 years of age or older.

(2) No other resident of the unit may be under 50 years, except as follows:

(i) a person under the age of 18 years may reside in the unit, but not for an aggregate of more than 30 days in any calendar year;

(ii) any other person under the age of 50 years may reside in the unit, but not for an aggregate of more than 90 days in any calendar year; and

(iii) a disabled relative of a resident of the unit, if such resident is 50 years of age or older, may reside with such resident in the unit.

If a resident of a unit in the Mutual who is 55 years of age or older dies or ceases to be such a resident and no other resident of the unit is 55 years of age or older, the provisions of clause (1) of the preceding sentence do not apply to that unit if (as provided by law) at least 80 percent of the units in the Mutual do meet the requirement of that sub-paragraph.

...

Section VIII. Storage Lockers to be revised as follows:

In the second sentence delete the words:

The key to the front door of your apartment will unlock the door to the storage room and

The second sentence will now read as follows:

You will need a padlock to secure you individual locker.

...

The Board approves the above proposed changes.

When the approved changes are made to the Rules Document it is to submitted to each unit owner with a proposed effective date and notice that comments may be submitted and when a vote will be taken

8d/2016 M & O Agreement



3701 Rossmoor Boulevard • Silver Spring, Maryland 20906

(301) 598-1000

MEMORANDUM

To: Ms. Janet Lazar
Mutual 19B

From: Leisure World of Maryland Corporation

Date: October 26, 2015

Subject: Management & Operating Agreement - 2016

Please find enclosed the Management & Operating Agreement for 2016. Additionally we have enclosed the Contract Management Services Agreement for 2016.

Please sign both of the documents and return them to your Property Manager or Mutual Assistant. The signed originals will be filed in the Administration Building and copies will be returned to you for your files.

We thank you for the opportunity to continue providing professional and courteous management services to the Leisure World Community

Leisure World of Maryland Corporation
MANAGEMENT AND OPERATING AGREEMENT - 2016

This Management and Operating Agreement ("Agreement") shall become effective the 1st day of January 2016, between **Mutual 19B** at Leisure World, hereafter called "Mutual" and the Leisure World of Maryland Corporation, hereafter called "Agent." Hereafter, "Board of Directors" shall mean the Board of Directors of the "Mutual". In consideration of the sum given and received, the Agent will provide to the Mutual management services as follows:

ARTICLE I. APPOINTMENT AND GENERAL RESPONSIBILITIES OF THE AGENT

The Mutual hereby appoints the Agent as its managing agent, to be effective January 1, 2016. The Agent's responsibilities on behalf of the Mutual include, but are not limited to the following:

- A. The Agent shall be responsible, in accordance with the terms of this agreement, and the Mutual's bylaws and policies, as adopted by the Board of Directors, for managing the properties of the Mutual, for the collection, deposit, and disbursement of its funds, and, in general, for the protection of its interests and the promotion of its welfare.
- B. The Agent shall maintain, a cordial, businesslike relation, with unit owners of the Mutual through the Board of Directors, and shall address their requests courteously, and as quickly as circumstances permit.
- C. The Agent shall be responsible for maintaining the Mutual's accounts and records, and for preparing, in a timely fashion, necessary financial and operating reports as provided for in this Agreement.
- D. The Agent shall confer regularly with the Mutual, both in the meetings of the Board of Directors and other bodies concerned with the administration of the Mutual.
- E. Services requested by the Mutual outside the scope of this agreement will be billed to the Mutual under separate Agreements.

ARTICLE II. DUTIES OF THE AGENT.

In accordance with the annual operating budget approved by the Board of Directors, and subject to such exceptions as the Mutual may specify, the Agent shall perform the following duties, utilizing its own staff or, when necessary or economical, the services of outside contractors.

A. FINANCIAL RESPONSIBILITIES

1. Agency Relationship

The Mutual shall provide all funds required for payment by the Agent, and the Agent shall not be obligated to make any advance to or for the benefit of the Mutual or to incur any liability under this Agreement without assurance that the Mutual will provide all funds needed to discharge it.

2. Bank Accounts

The Agent will maintain, at the instruction of the Board of Directors, one or more bank accounts in the name of the Mutual. In accordance with the internal control policy of the Agent, all checks drawn on accounts of the Mutual will require two (2) signatures.

3. Investments

Upon request, the Agent shall advise the Mutual on the investment of its funds, and with written instruction from the Mutual, direct and administer the Mutual's investments.

4. Bonding

The Agent shall cause to be bonded all persons or firms who handle the funds of the Mutual by a fidelity bond acceptable to the Mutual in an amount not less than three (3) month gross collections.

5. Collections

The Agent shall collect and promptly deposit all moneys due the Mutual from unit owners or others, follow up promptly on all delinquent accounts receivable, and with the approval of the Mutual institute legal action to collect delinquent accounts. On or about the twentieth (20) day of each month, the Agent shall furnish the Mutual with a list of delinquent accounts for the month.

6. Disbursements

The Agent shall disburse funds on behalf of the Mutual in a timely manner after receiving approval from the Board of Directors.

7. Taxes

The Agent, as directed by the Board of Directors, shall contract for preparation of all income tax returns and other reports required by governmental authorities.

8. Accounting and Reporting

The Agent shall maintain a comprehensive system of accounts, in accordance with Generally Accepted Accounting Principles. The Agent shall provide, by the fifteenth (15) day of each month, financial statements as of the end of the preceding month. The Agent shall cooperate with the certified public accountant approved by the Mutual to prepare an annual audit report, which will be presented to the Board of Directors at a meeting scheduled during the months of March or April. All records, maintained by the Agent pertaining to the Mutual, are the property of the Mutual. The Agent shall provide for the proper safekeeping of the Mutual's records and provide timely opportunity for the Board's representatives to inspect books, records, and all supporting accounting/financial information.

9. Budget Preparation

The Agent shall provide to the Mutual a draft budget for the subsequent fiscal year in a timeframe that has been agreed upon by both parties. The draft budget shall be based on assumptions, principles, and objectives discussed by the Agent with the Mutual. The Agent will act in an advisory capacity to the Board or their designees (i.e. appointed committees) to develop a comprehensive plan to address cost estimates associated with the operation of the Mutual. The Agent will maintain and provide historical data, which facilitates the budget process. A key component of the budget plan will be supporting information relating to future reserve expenditures in the common areas of the Mutual. The agent will maintain this information for the Mutual and make annual revisions to the data as approved by the Mutual. Any cost associated with the certification or review of the replacement cost or condition of the common area components will be paid in accordance with Mutual policies.

Expenditure Commitments/Limits

The Agent shall not take action to incur any expense, or incur any liability, of longer than one year, unless such action has been authorized by the Mutual's budget or otherwise has been specifically approved, in writing, in advance, by the Mutual. The foregoing limitation shall not apply to emergency repairs deemed necessary to avoid or minimize manifested danger to life or property or to avoid the suspension of services necessary to the Mutual or its members. Whenever such emergency repairs are made, the Agent shall immediately confer with the Mutual and promptly provide a written report on the action taken and its justification.

B. GENERAL ADMINISTRATION

1. Advisory Role

The Agent shall assist the Mutual in all matters of administration relating to the Mutual. Acting in an advisory capacity to the Board, the Agent shall make reasonable efforts to keep the Board apprised of information concerning legislation, decisions, tax rulings, insurance, and financial practices pertaining to the Mutual.

2. Rules Administration

The Agent shall be fully conversant with the Bylaws and the Rules and Regulations of the Mutual, the Maryland Condominium Act, and the Montgomery County Code. Additionally, the Agent will assist the Board in drafting resolutions, Rules and Regulations, and notifying all persons entitled to notice. In accordance with Board adopted policies, the Agent shall inform those unit owners who are in violation of the policies, rules, and regulations of the Mutual, and shall take the necessary actions, consistent with Board policies needed to relieve the Mutual of any negative consequences of said violations. No legal action will be taken without written approval of the Board of Directors.

3. Files and Rosters

The Agent will maintain a current record file, as required by the Maryland Condominium Act, such files shall include a complete roster of all unit owners, non-owners residents and subleases, individual unit files, and mortgages among other data necessary to properly administer the Mutual's affairs (to the extent such data has been provided). Agent shall also maintain complete sets of minutes of all of the Mutual Board of Directors meetings Records of the Mutual will be maintained in conformity with IRS guidelines and as otherwise specified in writing by the Mutual.

4. Correspondence

The Agent shall advise the Board of Directors on, or initiate with its concurrence, general correspondence dealing with business matters between the Mutual and governmental officials, independent contractors, unit owners, and other entities with which the Mutual or its representatives have a business relationship. Suitable files of such matters will be maintained.

5. Insurance Administration

The Agent shall arrange for the purchase of, and maintain all forms of insurance, required by State Law and the Bylaws of the Mutual. The Agent shall promptly investigate claims involving the Mutual, directly or indirectly, including estimated repair costs. The Agent shall cooperate with and prepare any reports requested of the Mutual by the insurance company and administer claims until they are satisfied. The Agent shall report in writing to the Mutual all accidents and potential or actual insurance claims involving the Mutual. The Mutual Board of Directors shall determine the disposition of any funds received in the settlement of such claims.

6. Resident Communications and Participation

The Agent shall assist the Board in the development of communications with residents. The Agent will also be responsible for mailing all notices required by the Mutual governing documents or those directed by the Mutual Board.

7. Meeting Administration

The Agent shall, in consultation with the Mutual Board, help organize all general unit owners meetings and in particular the Annual Meeting of the Mutual. This assistance will include the preparation of reports, selection of material and procedures, and providing needed personnel.

8. Required Filings and Reports by Agent

Prepare for execution and filing by the Mutual:

- a. All forms, reports, and returns required by law
- b. Documents for filing that are required in the execution of ownership transfers, including copies of the owner's disclosure statement.

9. Meeting Attendance

The Agent shall provide for attendance by appropriate members of the Leisure World of Maryland management team at the regular monthly Board meeting and the Annual Unit Owners Meeting. Attendance at Committee or other meetings of the Mutual will be provided when requested by the Mutual Board of Directors.

10. Receipt of Notice of Claims and Service of Process

The Agent shall notify the Mutual's President when any correspondence or other notice of a potential, or actual claim, has been made against, or relates to, the Mutual whether made by an individual, a business, a government entity or otherwise.

C. PROPERTY MAINTENANCE

1. General Maintenance Administration

The Agent shall provide professional plumbing, electrical, building maintenance, appliance repair and replacement services to the Mutual. Depending on the approved policies of the Mutual, payment for these services will be made either by the Mutual or the unit owner.

2. Service Contracts

The Agent shall contract for services in accordance with applicable Mutual Board policies, and obtain at least three (3) competitive bids where applicable. In obtaining bids or placing orders, the Agent shall obtain for the Mutual any discounts, commissions or rebates that are available.

3. Contract Supplies and Services Procurement

The Agent, as requested in each case by the Board, shall act on the Mutual's behalf to:

- a. Purchase equipment, materials, and supplies needed to maintain the daily operation of the Mutual
- b. Negotiate contracts for the maintenance, repair, or other services required by the Mutual.
- c. Negotiate with suppliers of goods and services to ensure that they perform substantially in accordance with agreed schedules, plans, and specifications approved by the Mutual Board; and that they complete contracted work properly and promptly, including that called for in the terms of guarantees and warranties;
- d. Supervise the operations of all contractors who perform work for the Mutual, including, but not limited to, investigation as to bonding, insurance, workmanship, and warranties and by reviewing work of contractor personnel and enforcing the conditions of those contracts;
- e. Withhold all or a substantial part of payment, due under a contract, for services or materials until satisfied the contractor has met all of the obligations in accordance with the agreed standards and specifications and reporting such withholding to the Mutual.

4. Emergency Service Program

Establish and maintain a 24 hour, seven-day week maintenance and emergency system. This maintenance and emergency support system shall include the retention of qualified personnel or firms in all trades deemed necessary to maintain the Mutual at all times in safe and sanitary condition. Retained personnel or firms shall be subject to call whenever a matter affecting health and/or safety arises.

ARTICLE III. GENERAL PROVISIONS

A. Agent's Compensation

It is understood that the Agent is a not-for-profit corporation organized for the purpose of managing the Leisure World of Maryland community property and the component Mutuals. It is further understood and agreed that any operating surpluses realized by the corporation within the budgetary allowances at the end of the fiscal year shall be refunded to the Mutuals in proportion to amounts contributed; however, conversely, any overruns will be charged back to the Mutuals for their proportionate share.

The compensation due to the Agent for services rendered herein shall be as follows for the term of the contract encompassing January 1, 2016 - December 31, 2016:

I. Administration	\$51,182.75
II. After Hours	\$ 730.80
III. Salary	\$2,570.40
IV. Grounds	\$48,149.71
V. Comm. Services	\$3,679.20
V. Janitorial	<u>\$36,562.00</u>
Total:	\$142,874.86

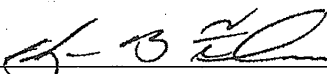
Terms of payment shall be twelve equal monthly payments, due and payable by the 1st of each month.

I. Administrative Charges:

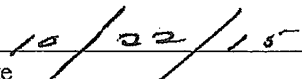
			<u>Rate</u>		<u>Monthly Charge</u>	<u>Annual Charge</u>
Secretarial Services	220	hours @	\$29.00	per hour =	\$ 531.67	\$6,380.00
Accounting Services	475	hours @	\$32.25	per hour =	\$1,276.56	\$15,318.75
Management / Overhead	210	units @	\$11.70	per unit =	\$2,457.00	<u>\$29,484.00</u>
				Total	\$4,265.23	\$51,182.75

- II. After Hours - Contribution supports maintenance service during "non -standard hours" (Monday through Friday 4:00 p.m. – 12:00 a.m., Saturday and Sunday 8:00 a.m. – 12:00 a.m.)
- III. Salary - Increases are funded from a general account. Each employee is reviewed on an annual basis by their supervisor. The amount of increase awarded is non-standard in the Corporation, i.e. there are no cost of living increases.
- IV. Grounds - Maintenance service fee is based on contractor's cost as estimated in Community contract.
- V. Community Services - Includes support and guidance services to the entire community in dealing with aging structures, interaction with public utilities, and general project management.
- VI. Janitorial - The charge for janitorial services is based on contractor's cost as estimated in Community contract.

ACCEPTED and AGREED:



Leisure World of Maryland Corporation, Agent
Kevin B. Flannery, General Manager



Date

Ms. Janet Lazar, President
Mutual 19B

**LEISURE WORLD OF MARYLAND CORPORATION
CONTRACT MANAGEMENT SERVICES
2016**

This contract made this 1st day of November 2014, is between the Leisure World of Maryland Corporation and Mutual 19B - Condominium of Rossmoor, Inc., to provide for a Mutual Assistant for Property Management and Property Maintenance.

The duties and responsibilities for this position will be as follows:

1. Act as primary contact point for residents and Mutual for Maintenance - Receive requests from Mutual residents for common area repair,
 - a. Receive requests from Mutual residents for common area repair,
 - b. Call maintenance requests to Physical Properties Department ensure that such repairs are promptly and efficiently performed
 - c. Ensure that such repairs are promptly and efficiently performed
 - d. Update and maintain the Who Pays Document.

2. Review Bills -as to funds to be charged and type before Board meetings.
 - a. Review with Treasurer all B-type bills for accuracy of assignment and request credit from PPD for any erroneous charges.
 - b. Review all M-type bills for accuracy of assignment, return any bills in error to bookkeeper for adjustment.
 - b. Code remaining bills as to funds to be charged and type before Board meetings.

3. Contracting -
 - a. Assist the Board of Directors in developing specifications for repair and maintenance of mutual projects.
 - b. Through PPD, solicit bids and make recommendations to the Board.
 - c. Through PPD assure the work is accomplished in a workmanlike and timely manner.
 - d. Recommend to the Board approval of all payment on contracts.

Compensation for these services shall be	\$11,714.00	annually
based on approximately	416	hours per year
at a rate of	\$28.16	per hour

Compensation is for the contract period January 1, 2016, through December 31, 2016

Compensation shall be payable in twelve (12) monthly payments, which will be rounded for accounting purposes, and which are due and payable on the 1st day of each month.

AGREED and ACCEPTED:

Ms. Janet Lazar
President
Mutual 19B - Condominium of Rossmoor, Inc.

Date

Timothy S. Coursen, CPM
Assistant General Manager for Community Management
Leisure World of Maryland Corporation

Date