



BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
BELL CANYON, CALIFORNIA 91307

MINUTES OF BELL CANYON CSD REGULAR MEETING ON November 27, 2023

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District held a Regular meeting at 7:00PM on November 27, 2023, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

1. Call to Order and Roll Call: The meeting was called to order at 7:15 PM. Directors present were Judy Lantz, Richard Levy, Peter Machuga (Vice President), Michael Robkin (President) and Eric Wolf. Also present was Gregory McHugh, Interim General Manager, Samantha Becker, Recreation Events Coordinator, and Pam Lee, BCCSD Counsel.

2. Pledge of Allegiance

3. A moment of silence was observed in memory of the victims of terror in Israel.

4. M. Robkin reviewed the rules of behavior due to hybrid nature of meeting using Zoom along with a live audience.

5. Public comment on Agenda items:

- Oct 9 minutes - Pam Lee – noted she was not present. Minutes to be amended.
- Many questions on office as the scene of an alleged crime. Discussions of alleged criminal behavior in the CSD office and at CSD meetings.
- Allegation that Greg McHugh cannot sign for the CSD.

6. Open Forum

- Micki Davidovicz – party on the CSD credit cards. Told Greg McHugh at the time and he said that they would have to pay it back. (NOTE: Greg does not recall this conversation. And he would not have made such an arbitrary statement without knowing the facts. He would have said: If true, they would have to pay it back.)
- Mike Klein – comments on items outside the jurisdiction of the District.



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7. Adjournment

The meeting was adjourned at 7:40 PM due to audience disruption to await arrival of the Sheriff.

At 8:50 PM M. Robkin moved that the meeting be adjourned to tomorrow night at 7 PM. Seconded by E.Wolf. Motion passed as follows:

Ayes: R. Levy, M. Robkin, E. Wolf

Noes: J. Lantz

Abstain: P. Machuga



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MINUTES OF BELL CANYON CSD REGULAR MEETING ON November 27, 2023

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District reconvened the adjourned Regular meeting from November 27, 2023, at 7:00PM on November 28, 2023, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

1. Call to Order and Roll Call: The meeting was called to order at 7:00 PM. Directors present were Judy Lantz, Richard Levy, Peter Machuga (Vice President), Michael Robkin (President) and Eric Wolf. Also present was Gregory McHugh, Interim General Manager, Samantha Becker, Recreation Events Coordinator, and Pam Lee, BCCSD Counsel.

2. Open Forum (continued)

- Dr. Stephen Kubrick – waste barrels at 163 Saddlebow not picked up. Called Waste Management.
- Yossi Kviatkovsky – Criticized the conduct of the BCCSD meeting of 11/27/2023 and E. Wolf and M. Robkin as well as G. McHugh.
- Mike Klein – Violated the Brown Act. Greg McHugh should be fired for backdating the lease. Board members authorizing the lease should resign.
- Leon Reingold – Worried about this organization. Wants M. Robkin to step down.
- Micki Davidoviz – Claims that the CSD credit card was used for \$3973.84 at restaurants from 2018 through 2022.
- Matthew Pearlman – Wants video footage from the DVR in the CSD area to prove a hate crime. Last evening a flow homeowner speaking was interrupted by E. Wolf. Said to a neighbor that Matthew was harming horses. Same gentlemen videoed cursing. Disappointed that the Sheriff not here.
- Eric responded to Yossi, Mike Klein and Matthew Pearlman



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3. Consent Items

- Credit Card Log, SUV Log.
P. Machuga suggested putting the AED outside the gym for greater access. Right now it is a public AED unit in a restricted area. Asked G. McHugh to speak with the HOA General Manager.

- 9/18, 10/9, 10/16 minutes.
Amend to correct remarks by Olga Damacus on 10/16 minutes.
Moved by M. Robkin that minutes be approved as amended.
Seconded by R. Levy. Motion passed as follows:
Ayes: J. Lantz, R. Levy, P. Machuga, M. Robkin, E. Wolf
Noes:
Abstain:

Amend to show P. Lee not present on 10/9 minutes.
Moved by M. Robkin that minutes be approved as amended.
Seconded E. Wolf. Motion passed as follows:
Ayes: R. Levy, P. Machuga, M. Robkin, E. Wolf
Noes:
Abstain: J. Lantz

Motion to accept rest of consent items by M. Robkin. Seconded by E. Wolf. Motion passed as follows:
Ayes: J. Lantz, R. Levy, P. Machuga, M. Robkin, E. Wolf
Noes:
Abstain:

4. Discussion of recent alleged criminal behavior in CSD offices and CSD meetings

M. Robkin read the following into the record. Copy attached to these minutes:

- 1- Statement by M. Robkin
- 2- Statement by G. McHugh
- 3- Letter from Mike Rabkin – HOA Counsel

J. Lantz – Doesn't recall an agenda item for the lease. Has the ping pong table with all the legal papers been removed?



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P. Machuga read a statement into the record. Copy attached to these minutes.

E. Wolf– Now everyone knows the truth. No Fraud, no backdating.

J. Lantz – When we first started working on the MSR, Pam Lee sat with Eric in his office. Thought it was the CSD.

P. Machuga moved that we immediately stop any further legal expense, allow the sheriff to investigate and permit staff to show harm by the entry into what had been a previously unsecured CSD office area. Seconded by J. Lantz. Motion failed as follows:

Ayes: J. Lantz, P. Machuga

Noes: R. Levy, M. Robkin, E. Wolf

Abstain:

5. Discussion of situation with lease of 2A, and possible solutions to our space problem. Insufficient storage space and insufficient office space.

See discussion under 4 above.

6. Discuss Clean-up Day – 12/2/23

G. McHugh described the clean-up day plan. Waste Management and the Salvation Army will be at the Community Center parking lot collecting non-green waste and material donations, respectively. Waste Management will be at the multi-use parcel collecting green waste. The BCVWFD will be at the multi-use parcel with the Fire Safe Council's chipper to chip branches, limbs and tree segments into a Waste Management container. See brochure in agenda packet.

7. Next regular meeting on 12/25/23 is CANCELED due to lack of forum.

8. Adjournment

The meeting was adjourned at 8:57 PM.



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**BELL CANYON COMMUNITY SERVICES DISTRICT STATEMENT ON
BCA BOARD MEMBERS YOSSI KVIATKOVSKY AND WILLIAM
NAPIER TRESPASSING INTO THE CSD OFFICE AND OTHER BCA
AND BCCC PROPERTY**

On the evening of Monday, November 6, 2023, between the hours of 4:00 pm and 8:00 pm, Bell Canyon Association (BCA) Board Members Yossi Kviatkovsky and William Napier broke into office 2A of the Bell Canyon Community Center and changed the locks. Mr. Kviatkovsky proceeded to trespass into office 2B, which is the official office of the Bell Canyon CSD, and hired a locksmith to change the locks on the front door to 2A, the connecting door between 2A and 2B and the front door of office 2B.

The Bell Canyon Community Center is controlled by the BCCC and leases offices to various tenants, including the BCA and the Bell Canyon Community Services District.

LEGAL BACKGROUND

The Bell Canyon Association (BCA) is our community homeowners association (HOA). BCA owns but does not control the Bell Canyon Community Center building. Rather, the Bell Canyon Community Center building is controlled by the Bell Canyon Community Center (BCCC), a for-profit organization and separate legal entity with a completely different governing board from the HOA or the Bell Canyon CSD. The BCCC operates the Bell Canyon Community Center building, acting as landlord and collecting rent.

The Bell Canyon CSD is a separate legal entity from the HOA and the BCCC and has a completely different governing board. The Bell Canyon CSD is a governmental entity and public agency, funded by local property taxes. The Bell Canyon CSD governing board is comprised of directors who are elected by resident voters in the regular general elections held in California each November of even-numbered years. The Bell Canyon CSD rents office 2B from the BCCC.

PARTIAL TIMELINE OF EVENTS LEADING UP TO THE BREAK-IN

For months leading up to the BCA recall election, there have been numerous verbal and written exchanges where BCA Board member and CSD Director Eric Wolf had discussed certain evidence in his possession that would implicate Mr. Kviatkovsky on various matters. Mr. Wolf stated that such evidence was in his office.

Saturday Nov. 4: BCA Recall passes

Monday Nov. 6 (morning): The BCCC board votes on and approves a lease of office 2A (as well as renewing lease of 2B) to the Bell Canyon CSD. The lease of the additional space 2A had been in discussion for several months between the BCCC and Bell Canyon CSD, well before the execution of the lease. In fact, an increase in the Bell Canyon CSD rent line item was included and specifically notated in the Bell Canyon CSD Budget for the 2023-2023 FY, which was adopted in July, 2023.



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Monday Nov. 6 (afternoon): Mr. Kviatkovsky hired a locksmith to drill out the lock to office 2A. Mr. Napier accompanied Mr. Kviatkovsky and the locksmith to office 2A. Mr. Kviatkovsky also posted several statements on Facebook about looking for an alleged thief.

To be clear, Mr. Kviatkovsky and Mr. Napier had absolutely no legal right or authority to break into office 2A for the following reasons:

- The BCA is not the landlord of the Bell Canyon Community Center.
- Even if the BCA were the landlord (which they are not), a landlord cannot break into their tenant's leased space.
- Individual BCA Directors have no legal authority to take any action unless authorized by the BCA Board. Even if a director were authorized (which they were not), the BCA Board had no legal authority, as the BCCC (not the BCA) is the landlord of the Bell Canyon Community Center.

Monday Nov. 6 (early evening): Interim General Manager, Greg McHugh, came to the Bell Canyon CSD office. He found and confronted Mr. Kviatkovsky in the Bell Canyon CSD office, while Mr. Kviatkovsky's hired locksmith was planning to change the lock on all the doors including the Bell Canyon CSD Office door at office 2B. This door is clearly labeled as belonging to the Bell Canyon CSD and is plainly visible from anyone passing by the office on the exterior.

Mr. Kviatkovsky had zero right to enter Bell Canyon CSD property or hire a locksmith to change our locks. Entering onto government property without permission is trespassing. There is no legal reason for Mr. Kviatkovsky to even be physically present in the Bell Canyon CSD office without permission, let alone to change the locks to the CSD office and attempt to deny the Bell Canyon CSD board and staff access to our own office and our own documents.

Monday, Nov. 6 / Tuesday, Nov. 7: There was additional trespass into the Bell Canyon CSD office. The lock on the CSD filing cabinet has been tampered with and broken.

Law enforcement officers from the Ventura County Sheriff's Department were called in about the foregoing events, and they came to the Bell Canyon Community Center the evening of Monday, November 6 to investigate. The foregoing events have been included in a statement made by Mr. McHugh to the Sheriff's Department. (*See attached Statement by Mr. McHugh dated November 10th, 2023 to the Sheriff's Department, included by permission of author.*)

Monday Nov. 9 (early evening, prior to and during CSD Public Meeting): BCA Counsel Michael Rabkin, esq. (not to be confused with CSD President Michael Robkin) send a letter to CSD Counsel Pam Lee, esq. claiming, among other things, that the BCCC lease is a forgery. These claims are false. (letter is attached) Mr. Rabkin never asked BCCC president (and Bell Canyon Volunteer Wildland Fire Department Chief) Garrett Clancy if the BCCC Board had approved the lease. He never communicated with any BCCC Board Member to check on the status of the lease. He never communicated with anyone from the CSD, except to send his false letter to CSD attorney Pam Lee. Parts of this letter were conveyed verbally by BCA Board Member William Napier during the 11/9 CSD Meeting. Since 11/9 BCA attorney Rabkin has not returned



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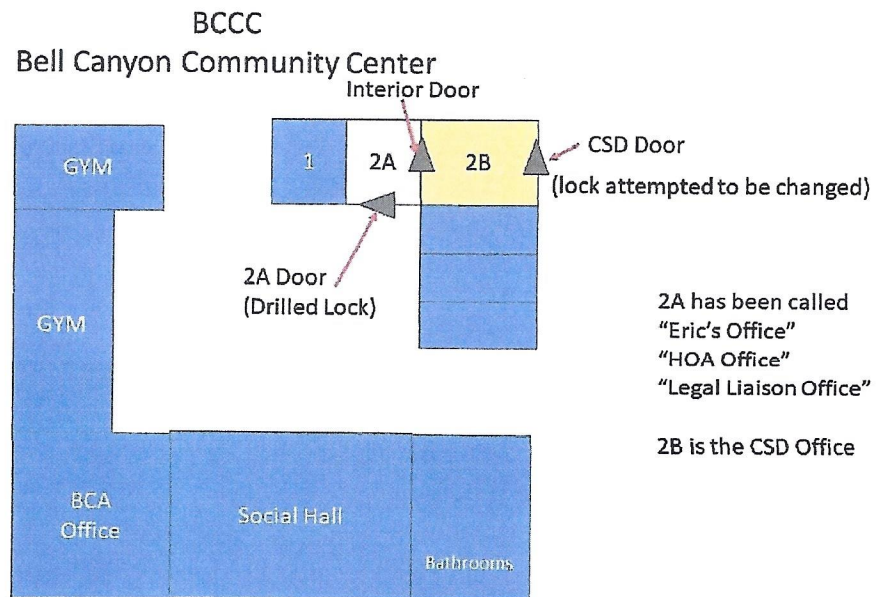
any phone call or email message or answered any inquiry regarding this false letter from CSD attorney Pam Lee.

BC CSD Board of Directors ignored the false statements from Michael Rabkin, esq. and voted to approve the lease on the evening of 11/9.

LAW ENFORCEMENT FOLLOW UP

When Mr. McHugh and I met with the Sheriff's Department again on Thursday, November 9, 2023, we were informed by Sheriff's Department that all recent Bell Canyon police reports, incidents, and potential crimes have been assigned to a single investigator and the investigation is ongoing.

MAP for reference



On Monday, November 6, I went to the Community Center at approximately 3:30 PM. I parked by the CSD office and noticed that the door was open. I went inside and saw that the inside door was open. I called out but no one answered. I went into the other office and no one was there. Its exterior door was also wide open. I called out again and no one answered. I went outside through its open door and called out a third time. No one answered. I returned to the CSD office and noticed that the lock on the filing cabinet was not locked. I immediately locked it. I then called Michael Robkin and related to him what had happened. I heard someone in the other office and he came to the door between offices. I did not recognize him. Turned out he was a locksmith and he was going to change all the locks including the lock on our outer door. I told him that he could not change the lock on our outer door as this was a government office. I asked him who authorized this and he said he would go get him. Then Yossi Kviatkovsky came in and said that there had been a burglary and that the HOA was changing the locks. I told him he could not change the lock on our outer door because this was the BCCSD and a government office. I also told him he had to leave. He said as landlord he had a right to enter. [Turned out that he is a Director on the Board of the Bell Canyon Association and our landlord is a different corporation, the Bell Canyon Community Center. So he did not really represent the landlord.] I told him by law he has to give us 24 hours' notice. He then agreed to leave but wanted anything that belonged to the BCA and was still changing the lock on the door between offices. At that point Michael Robkin arrived. William Napier also made an appearance in the HOA office and looked through the door. Yoshi asked about the printer next to the wall of the other office. I told him it did not belong to the BCCSD but that I did not know to whom it actually belonged. He also asked about monitors on desk in the corner adjoining the other office. I told him I was not sure that I had to check our records. He then took the printer that did not belong to the BCCSD and went into the other office. The locksmith proceeded to change the lock on the door connecting the two offices and then locked the door. Michael and I left at approximately 4:00 PM. I locked exterior door.

At approximately 7 PM that evening I received a call from Michael Robkin that he had been told that there were people in our office. He was going to buy materials to secure the adjoining office door from our side and could I meet him there later. I got there about 8:30 PM and the materials were there but not Michael. I called him and he said he had a commitment and asked if I could take care of it. I told him yes. I used the materials to secure the door and left approximately 9 PM.

On Tuesday, November 7, I entered the CSD office in late morning. I noticed that the file cabinet lock (a combination lock) was unlocked. I tried to lock it but it would not work with my combination. I went home and got a key operated lock and returned and secured the file cabinet. I then tried to reset the combination lock to the original combination. I found a screwdriver on the desk that was a perfect fit for the reset screw on the combination lock but I found that to reset the combination you have to have it set to the current combination so I gave up. I preserved both the combination lock and the screwdriver. I removed all access from the entry lock except for Michael Robkin and me and then went home.





LAW OFFICES
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

Michael W. Rabkin
mrabkin@wrslawyers.com

08937-001

November 9, 2023

VIA ELECTRONIC MAIL ONLY
plee@awattorneys.com

Pam Lee, Esq.
Aleshire & Wynder LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612

Re: Bell Canyon Association ("Association") and The Bell Canyon Community Center, Inc.

Dear Ms. Lee:

This law firm represents The Bell Canyon Community Center, Inc (which is a subsidiary of the Bell Canyon Association) and the Bell Canyon Association.

I am writing to you because I understand that tonight, the Bell Canyon Community Services District, for whom you are counsel, will be meeting to ratify the enclosed Bell Canyon Community Center lease, "dated" November 6, 2023. I am putting you on notice that this alleged lease was not approved or even reviewed by The Bell Canyon Community Center board, nor the Bell Canyon Association board, and was never approved, accepted, agreed to or ratified by them. Simply put, The Bell Canyon Community Center Board will not honor this lease and considers it a forgery.

Please do not ratify or accept this lease tonight, because if you do so, both of my client associations will have no choice but to take action against The Community Services District for participation in this fraudulent transaction.

Nothing contained herein or omitted herefrom shall be deemed to be an admission, limitation or waiver of any of the Associations' rights, remedies or defenses, either at law, or in equity, all of which rights, remedies and defenses are hereby expressly reserved.

Very truly yours,

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP



MICHAEL W. RABKIN

MWR:aak
Enclosure

4521564.1

Bell Canyon Community Center Lease

THIS LEASE is made on November 6, 2023:

The Landlord hereby agrees to lease to the Tenant, and the tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

<p><u>LANDLORD:</u></p> <p>Bell Canyon Community Center, Inc. 30 Hackamore Lane Bell Canyon, CA 91307</p>

<p><u>TENANT(S):</u></p> <p>Bell Canyon Community Service District 30 Hackamore Lane, Suites #2A and 2B Bell Canyon, CA 91307</p>

1 **LEASED PREMISES.** The Leased Premises are those premises containing 760 square feet and described as 30 Hackamore Lane Suites #2A and 2B. The suites are located in an Office Building known as the Bell Canyon Community Center.

2 **TERM.** The term of the Lease shall be for a period of 3 years commencing on November 6, 2023, and ending on November 6, 2026, unless sooner terminated as hereinafter provided.

3 **RENT.** The Tenant agrees to pay the MONTHLY RENT of:
Five Hundred Fifty Dollars (\$550.00)

payable in advance before the first day of each calendar month during the full term of this lease. Commencing November 6, 2024, the above rent shall be increased annually by the change in the consumer price index. Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. All money, except security deposits, due from Tenant to Landlord under this Lease shall be deemed to be rent and all rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

4 **RENT PAID UPON EXECUTION :** Tenant to pay the sum of NA upon execution of this lease. This sum is advanced payment for the period NA being the first month of the lease and the period NA through NA being the last month of the lease. If this lease provides for rent adjustments, then the payment made in advance for the last month of the lease shall be applied to the amount then due.

5 **USE AND HOURS OF OPERATION.** Tenant shall use the Premises solely for business purposes and shall not use or permit the Premises to be used for any other purpose. Tenant acknowledges that neither Landlord nor Landlord's agents or employees have made any representation or warranty, express or implied, as to the suitability of the Premises for Tenant's intended use. Tenant shall not be limited as to its hours of operation. However, Tenant's hours of operation shall not create a nuisance to adjoining Tenant's or other property owners in Bell Canyon. Landlord shall provide operation of the Heating and Air Conditioning systems only during the following hours: Monday through Friday: 7AM to 7PM and Saturday: 7AM to 5PM.

6 **SECURITY DEPOSIT.** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a security deposit in the amount of \$0.00. Said Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by


30.21 **Surrender of Premises.** Tenant shall peacefully surrender the Premises to Landlord upon the termination or expiration of the Lease in broom-clean condition and in as good condition as when Tenant took possession, except for (a) reasonable wear and tear, (b) loss by fire or other casualty, and (c) loss by condemnation. Concurrently therewith, Tenant shall remove all of Tenant's personal property from the Premises, Office Building, and surrounding common areas and promptly repair all damage to the Premises, Office Building and common areas caused by such removal. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's personal property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's property, the cost of removal, including repairing any damage to the Premises, Office Building or common areas, caused by such removal shall be paid by Tenant. At the termination or expiration of this Lease, Tenant shall immediately deliver to Landlord all keys to the Premises and the Office Building.

31 **DESCRIPTION OF LEASEHOLD IMPROVEMENTS BY TENANT.** All improvements shall be made by Tenant, and Tenant is accepting the Premises in its current condition. All plans and specifications, for work that Tenant desires, must be by licensed architect and must first be submitted to Landlord for Landlord's approval and/or Bell Canyon Architectural Committee approval. Any approval by Landlord must be in writing, prior to the commencement of any work. Landlord to have the right but not the obligation to inspect building work progress and verify that work meets all applicable codes, and Landlord's Standards. Tenant drawings shall include details and finishes of cabinetry, flooring, wall coverings, and furniture. All improvements made by Tenant shall be pursuant to Building Permits obtained and paid for by Tenant.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease the day and year first written above.

LANDLORD:

Bell Canyon Community Center, Inc.



Garrett Clancy, President

Date: 11/6/2023

TENANT:

Bell Canyon Community Service District



Gregory McHugh, Interim General Manager

Date: 11-6-2023

Office note – 11/27/2023 –

**Peter Machuga,
Vice President,
Bell Canyon Community Service District**

*Statement + Read into Record
Addendum to 11-27 23 Minutes*

The CSD office did not have a private, secured office in room 2B at the BCCC facility. Anyone who had access to office 2A had access to office 2B and further the 2B office was shared with the HOA. The rent was about \$250 per month because of the arrangement.

Several discussions had taken place to take full possession of 2B and to secure 2B from 2A by installing a dead bolt. The action was delayed because of the need for HOA material to be stored and spread out on a ping pong table. CSD office, ½ of 2B, was never secured.

No Board discussion regarding the need to add office 2A to the CSD office space. Staff had not requested the Board for additional space beyond office 2B.

There was never any discussion of the timing of the full use of office 2B. It was a low priority item given the office had existed in this form for a few years and the HOA did not prioritize the removal of their material.

Certainly, the timing of the November 6th lease in line with the change in leadership of the HOA suggests a capricious, vindictive, and possible political action not conducive of public trust. Scheduling an emergency meeting on November 11th for a low priority item seems to add to the intrigue and create additional suspicions regarding questionable date of the transaction.

A request was made to remove the lease agreement from the emergency meeting agenda was made. More time was needed to understand circumstances. The item was not removed from the agenda.

Now here we are, trying desperately to demonstrate the harm was done by entry into a previously unsecured office. CSD and HOA attorneys opining at nauseum as if to see who can generate the most billable hours while the Board cheers them on.

We are a small district and stories like this give the impression that we are too small to responsibly manage our affairs with the best interest of the public in mind.

I move we immediately stop any further legal expense, allow the sheriff to investigate and permit the staff to show harm by the entry into what had been a previously unsecured CSD office area.

Further, I object to the use of public funds in this matter without line-item Board approval before any commitment is made.