



OPEN SESSION

REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

Tuesday, December 6, 2022, 9:30 a.m.
24351 El Toro Road, Laguna Woods, California
Board Room/Virtual Meeting

NOTICE OF THE AGENDA

The purpose of this meeting is to conduct the regular Golden Rain Foundation Board Meeting in accordance with *Civil Code §4930* and was hereby noticed in accordance with *Civil Code §4920*

1. Call Meeting to Order / Establish Quorum – President Carpenter

2. Pledge of Allegiance – Director Skillman

3. Acknowledgment of Media

4. Approval of Agenda

5. Approval of Minutes

- a. November 1, 2022 – GRF Board Regular Open Meeting
- b. November 17, 2022 – GRF Board Agenda Prep Meeting

6. Report of the Chair

7. CEO Report

8. Open Forum (Three Minutes per Speaker)

At this time Members only may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. The board reserves the right to limit the total amount of time allotted for the Open Forum to thirty minutes. A member may speak only once during the forum. Speakers may not give their time to other people, no audio or video recording by attendees, and no rude or threatening comments. Members can attend the meeting by joining the Zoom link <https://zoom.us/j/98131257242> or call 1 (669) 900-6833 or email meeting@vmsinc.org to have your message read during the Open Forum.

9. Responses to Open Forum Speakers

10. Consent Calendar

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

Recommendation from the Finance Committee:

- a. Consistent with its statutory obligations a subcommittee of the board consisting of the Treasurer and at least one other board member reviewed and approved preliminary Golden Rain Foundation financials for the month of October 2022 by this vote ratify that such review be confirmed in this month's Board Member Open Session Meeting minutes.

11. Unfinished Business

- a. Entertain a Motion to Approve Saddleback Church Club Request for Exception to Clubhouse Holiday Hours **(November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- b. Entertain a Motion to Approve Equestrian Center Operating Rules **(November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- c. Entertain a Motion to Approve Equestrian Center Horse Boarding Agreement **(November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- d. Entertain a Motion to Approve Workers Comp Collateral Requirement **(November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- e. Entertain a Motion to Approve Garden Center Fees **(November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- f. Update Committee Appointments
- g. Solar Update – (Oral Discussion)
- h. Entertain a Motion to Approve Anti-Harassment, Anti-Abuse, and Anti-Intimidation Policy and Formation of Joint Hearing Body **(December initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**

12. New Business

- a. Entertain a Motion to Approve 2023 Aquadettes Billing **(December initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**
- b. Entertain a Motion to Approve Changes to West Coast Internet (WCI) Rates **(December initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**

- c. Entertain a Motion to Authorize Staff to Issue a Request for Proposal (RFP) for Building E Space Utilization Study and Suspend the Procurement Process for Community Center Tenant Improvements
- d. Pickleball Club Presentation – (Oral Discussion)
- e. Discussion of GRF Town Hall Meeting – (Oral Discussion)
- f. Petition Calling a Special Meeting/Refund Request – (Oral Discussion)

13. The Board will take a 5-minute break (if needed)

14. Committee Reports

- a. Report of the Finance Committee/Financial Reports – Director Hopkins. The committee met on October 19, 2022; next meeting December 21, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
 - (1) GRF Treasurer's Report – Director Hopkins
 - (2) GRF Finance Committee Report
- b. Strategic Planning Committee—Director Dotson. The committee met on October 3 2022; next meeting TBA.
- c. Report of the Community Activity Committee – Director Horton. The committee met on November 10, 2022; next meeting December 8, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- d. Report of the Landscape Committee – Director Skillman. The committee met on September 14, 2022; next meeting December 14, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Report of the Maintenance & Construction Committee – Director Garthoffner. The committee met on October 12, 2022; next meeting December 14, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
 - (1) Report of the Clubhouse Renovation Ad Hoc Committee – Director Garthoffner. The Committee met on June 24, 2022; next meeting TBA.
- f. Report of the Media and Communications Committee—Director Milliman. The committee met on November 21, 2022; next meeting December 19, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
 - (1) Website Ad-Hoc Committee – Director Milliman. The committee met on September 14, 2022; Next meeting TBA
 - (2) Broadband Ad Hoc – Director Milliman. The committee met on November 29, 2022; next meeting TBA.
- g. Report of the Mobility & Vehicles Committee – Director Tibbetts. The Committee met on October 5, 2022; next meeting December 7, 2022, at 1:30 p.m. in the Board Room.

- h. Report of the Security & Community Access Committee – Director Tibbetts. The Committee met on October 31, 2022; next meeting December 26, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
 - (1) Report of the Laguna Woods Village Traffic Hearings – Director Addington. The Traffic Hearings were held on November 16, 2022; next hearings on December 21, 2022, at 9:00 a.m. as a virtual meeting.
 - (2) Compliance Ad Hoc Committee – President Carpenter. The committee met on October 19, 2022; next meeting TBA.
- i. Report of the Disaster Preparedness Task Force – Director Skillman. The Task Force met on November 29, 2022; next meeting January 31, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
- j. Information Technology Advisory Committee – Director Hopkins. The Committee met on October 28, 2022; next meeting December 9, 2022 as a virtual meeting.
- k. Insurance Ad-Hoc Committee – Director Carpenter. The Committee met on July 25, 2022; next meeting TBA.
- l. Purchasing Ad-Hoc Committee – Director Carpenter. The Committee last met on April 7, 2022; next meeting TBA.

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

- 2023 Aquadettes Billing
- Changes to West Coast Internet (WCI) Rates
- Anti-Harassment, Anti-Abuse, and Anti-Intimidation Policy and Formation of Joint Hearing Body

16. Directors' Comments

17. Recess - *At this time, the Meeting recessed for lunch and reconvened to Executive Session to discuss the following matters per California Civil Code §4935: Member Disciplinary Matters; Personnel Matters; Contractual Matters; and Litigation Matters.*

Closed Session Agenda

VMS Board Update

Approved the Agenda

Approve the Minutes of:

(a) November 1, 2022 – Regular Closed Session

Discuss and Consider Personnel Matters

Discuss and Consider Contractual Matters

Discuss Legal/Legislation Matters

Discuss Member Disciplinary Matters

18. Adjournment

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OPEN SESSION

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
GOLDEN RAIN FOUNDATION OF LAGUNA WOODS A CALIFORNIA NON-PROFIT
MUTUAL BENEFIT CORPORATION**

**Tuesday, November 01, 2022, 9:30 a.m.
24351 El Toro Road, Laguna Woods, California
Board Room/Virtual Meeting**

Directors Present: Bunny Carpenter, Egon Garthoffner, James Hopkins, Don Tibbetts, Gan Mukhopadhyay, Joan Milliman, Yvonne Horton, Reza Karimi, Juanita Skillman, Debbie Dotson, Elsie Addington

Directors Absent: None

Staff Present: CEO - Siobhan Foster, Makayla Schwietert, Paul Nguyen, Robert Carroll, Alison Giglio, Eric Nunez, Steve Hormuth, Kurt Wiemann, Carlos Rojas, Grant Shultz

Other Directors Present: None

1. Call Meeting to Order/ Establish Quorum - President Carpenter

Director Dotson called the meeting to order at 9:31 a.m. and established that a quorum was present.

2. Pledge of Allegiance

Director Addington led the Pledge of Allegiance to the Flag.

3. Acknowledgment of Media

The media and the Village Television crew were present remotely by way of cameras.

4. Approval of Agenda

Director Dotson requested an approval of the agenda.

Director Milliman requested that Item 12d not to be placed on 28-Day hold, because it did not meet the criteria.

Hearing no changes or objections, the agenda, as amended, was approved by unanimous consent.

5. Approval of Minutes

- a. October 4, 2022 – GRF Board Regular Open Meeting
- b. October 7, 2022 – GRF Board Special Open Meeting
- c. October 20, 2022 – GRF Agenda Prep Meeting

There being no objections, the minutes of October 4, 2022 – GRF Board Regular Open Meeting were approved by unanimous consent.

There being no objections, the minutes of October 7, 2022 – GRF Board Special Open Meeting were approved by unanimous consent.

There being no objections, the minutes of October 20, 2022 – GRF Agenda Prep Meeting were approved by unanimous consent.

President Carpenter entered the meeting at 9:35 a.m.

6. Report of the Chair

President Carpenter commented on the following items:

- The Building E proposal at the Corporate Members meeting did not pass, and is currently on hold.

THIS ITEM WAS DISCUSSED BEFORE ITEM 6

7. CEO Report

Siobhan Foster-CEO gave a report on the following items:

- SB 326 - Balcony, Walkway Inspections
 - a. In August 2019 Governor signed Senate Bill 326 into law
 - b. The law requires residential HOAs to perform visual and technological inspections of exterior elevated elements at condominium buildings
 - c. United and Third mutuals hired consultant Cardoso & Associates to conduct state-mandated inspections of building exterior elevated elements to comply with the new law
 - d. Inspections began in United in September 2022
 - e. Inspections for Third will begin in January 2023
 - f. Inspections for both mutuals must be completed by January 1, 2025
 - g. The Inspector may require access to balconies from inside certain units
 - h. Schedule of United Mutual units to which consultant will need interior access between 9 a.m. and 1 p.m. on the corresponding day is available on Village website on: News tab
 - i. If you are not available on your unit's scheduled day and/or if you are unsure there is a current unit key on file with Resident Services, please contact the department at 949-597-4600
 - j. If inspector finds that repairs are necessary, a contractor will take immediate preventive steps until repair work is scheduled

- k. If repairs are required, members will be notified by mail 15 days in advance
- l. Sample letter is available on Village website on: News tab
- m. Important inspection details:
 - i. Not all units will be inspected—only scheduled units
 - ii. Units are selected randomly by consultant
 - iii. Maintenance and Construction Department only gets three months in advance of schedule from consultant
 - iv. Inspection cannot be rescheduled
- Resident Services Key File Program
 - a. Resident Services maintains keys to manors within community for convenience of residents
 - b. Members are encouraged to file manor keys or keyless manor entry codes with Resident Services to ensure:
 - i. Authorized personnel may gain access to manor to perform necessary maintenance repairs in event of emergency
 - ii. Residing members can obtain their manor keys or keyless manor entry codes to gain manor access if/when need arises
 - c. Strict and redundant security and accountability measures in place for keys/keyless manor entry codes
 - d. Code for keyless entry assistance is kept in locked drawer with other keys
 - e. To submit keys or keyless manor entry codes to key file program, visit Resident Services:
 - i. Monday through Friday from 8 a.m. to 5 p.m.

8. Open Forum (Three Minutes per Speaker)

At this time members were allowed to address the Board of Directors regarding items not on the agenda.

- A member commented on The Foundation of Laguna Woods Village update and spoke about becoming a Legacy Donor
- Multiple members commented on The Baby Boomers Club and their annual Woodstock Event
- A member commented on GRF Fees
- Multiple members commented on GRF recreational facility availabilities and staffing
- Multiple members commented on EV Charging stations

9. Responses to Open Forum Speakers

The following are responses to the open forum speakers:

- President Carpenter and Director Horton commented on staffing of recreational facilities and stated there are difficulties in staffing evening hour events
- Director Horton commented on the rental of the mobile stage
- Director Dotson commented that members with questions or concerns about recreational facilities should attend CAC meetings first on the second Thursday of each month
- Multiple directors commented on EV Chargers and the difficulties of dealing with Southern California Edison

- President Carpenter commented on the John Beckett matter and apologized for her behavior
- Director Hopkins commented and asked questions of Mr. John Beckett pertaining his letter to The Globe with misinformation to the members

10. Consent Calendar

All matters listed under the Consent Calendar were recommended for action by committees and were enacted by the board by one motion. In the event an item was removed from the Consent Calendar by members of the board, such item(s) would be the subject of further discussion and action by the board.

Recommendation from the Finance Committee:

10a. Consistent with its statutory obligations a subcommittee of the board consisting of the Treasurer and at least one other board member reviewed and approved preliminary Golden Rain Foundation financials for the month of September 2022, and by this vote ratified that such review be confirmed in this month's Board Member Open Session Meeting minutes.

10b. Defund Obsolete GRF Projects

Director Milliman read the following resolution:

RESOLUTION 90-22-48

Proposed Defunding at Year-End

WHEREAS, Resolution 90-22-43, adopted and approved the Capital Reserve Expenditures Plan of this Corporation for the year 2023; and

WHEREAS, Department heads reviewed the Reserve Expenditures Report and identified items eligible to be closed or funding reduced; and

WHEREAS, (1) three from the Equipment Fund, (2) One from Facilities Fund (3) and reducing the amount for one from the Equipment Fund by year end on December 31, 2022 as follows:

Item Number Fund	Description	Reduction
JP200210000 EQF	Transfer Switches	\$100,000
JP220130000 EQF	CH1 Treadmills	\$30,500
JP220140000 EQF	CH1 Elliptical Trainer	\$5,000
JP220410000 EQF	Security Vehicle (4)	\$60,000

JP220240000 FF	Building E	\$200,00 0
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WHEREAS, The 2022 annual capital items will be closed at year end and replaced with 2023 capital items;

NOW THEREFORE BE IT RESOLVED, November 1, 2022, that the Board of Directors of this Corporation hereby approves this resolution in accordance with the described reasoning;

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 as written.

Hearing no changes or objections, the Consent Calendar was approved by unanimous consent.

11. Unfinished Business

11a. Entertain a Motion to Approve Garden Center Operating Rules (AUGUST initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)

Director Milliman read the following resolution:

RESOLUTION 90-22-49

Garden Center Operating Rules

WHEREAS, the Board has set policies and operating rules for usage of GRF facilities; and

WHEREAS, the Recreation and Special Events Department oversees the use of facilities; and

WHEREAS, the Department is responsible for ensuring that safety and compliance procedures are followed, protect facilities and enforce policy and operating rules; and

WHEREAS, the proposed amendments improve the understandability of the policies and procedures and facilitates implementation by staff; and

WHEREAS, on September 8, 2022, the Community Activities Committee approved the amended Garden Center operating rules; and

WHEREAS, this resolution supersedes and cancels resolution 90-16-55, adopted December 6, 2016;

NOW THEREFORE BE IT RESOLVED, that on November 1, 2022, the Board of Directors of this Corporation hereby adopts the amended Garden Center operating rules; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

Director Milliman made a motion to approve the Resolution 90-22-49. Director Horton seconded the motion.

Discussion ensued among the board.

Hearing no changes or objections, the motion was approved unanimously.

11b. Update Committee Appointments

Director Milliman read the following resolution:

RESOLUTION 90-22-50

GRF Committee Appointments

RESOLVED, November 1, 2022, that the following persons are hereby appointed and ratified to serve on the Committees of this Corporation:

Strategic Planning Committee

Debbie Dotson, Chair (GRF)

James Hopkins (GRF)

Gan Mukhopadhyay, Alternate (GRF)

~~Mark Laws (Third)~~

Nathaniel Ira Lewis (Third)

~~Anthony Liberatore, Alternate (United)~~

~~Cash Achrekar (United)~~

~~Diane Casey (United)~~

~~Mary Simon (United)~~

~~Reza Bastani (United)~~

Ryna Rothberg (Mutual 50)

Advisor: Dick Rader

Community Activities Committee

Yvonne Horton, Chair (GRF)

Elsie Addington (GRF)

Joan Milliman, Alternate (GRF)
Annie McCary (Third)
~~Gush Bhada (Third)~~
Jules Zalon, Alternate (Third)
~~Mark Laws (Third)~~
~~Maggie Blackwell (United)~~
Diane Casey (United)
~~Pearl Lee (United)~~
Ryna Rothberg, (Mutual 50)
Advisors: Roland Boudreau, Ajit Gidwani

Finance Committee

James, Hopkins, Chair (GRF)
Elsie Addington (GRF)
Debbie Dotson, Alternate (GRF)
Donna Rane-Szostak (Third)
Mark Laws (Third)
Azar Asgari (United)
~~Diane Casey, Alternate (United)~~
~~Pat English (United)~~
~~Thomas Tuning (United)~~
Al Amado (Mutual 50)
Sue Stephens, Alternate (Mutual 50)
Advisor: Rosemarie diLorenzo

Information Technology Advisory Committee (ITAC)

James Hopkins, Chair (GRF)
Bunny Carpenter (GRF)
Deborah Dotson (GRF)
Diane Casey (United)
~~Gash Achrekar (United)~~
~~Thomas Tuning (United)~~
Mark Laws (Third)
Advisor: Sue Margolis

Landscape Committee

Juanita Skillman, Chair (GRF)
Reza Karimi (GRF)
Yvonne Horton, Alternate (GRF)
~~Maggie Blackwell (United)~~
Diane Casey (United)
Lenny Ross (United)
Jules Zalon (Third)
Nathaniel Ira Lewis (Third)
Annie McCary, Alternate (Third)
Vacant (Mutual 50)
Advisor: Lynn Jarrett

Maintenance & Construction Committee

Egon Garthoffner, Chair (GRF)
Gan Mukhopadhyay (GRF)
Reza Karimi, Alternate (GRF)
James Cook (Third)
~~John Frankel, Alternate (Third)~~
Ralph Engdahl (Third)
Cush Bhada, Alternate (Third)
~~Cash Achrekar (United)~~
~~Lenny Ross (United)~~
Reza Bastani (United)
Mary Simon (United)
Sue Stephens (Mutual 50)
Advisors: Steve Leonard, Bill Walsh, Carl Randazzo, Ajit Gidwani

Clubhouse Renovation Ad Hoc Committee

Egon Garthoffner, Chair (GRF)
Gan Mukhopadhyay (GRF)
Deborah Dotson (GRF)
Reza Karimi (GRF)
~~John Frankel (Third)~~
Cush Bhada, ~~Alternate~~ (Third)
Ralph Engdahl (Third)
~~Diane Casey (United)~~
~~Pat English (United)~~
Reza Bastani (United)
Mary Simon (United)
Advisors: Ajit Gidwani, Carl Randazzo, Bill Walsh

Media and Communications

Joan Milliman, Chair (GRF)

Juanita Skillman (GRF)
Deborah Dotson, Alternate (GRF)
Annie McCary (Third)
James Cook (Third)
Cris Prince, Alternate (Third)
~~Neda Ardani (United)~~
~~Anthony Liberatore (United)~~
Maggie Blackwell (United)
Ryna Rothberg, (Mutual 50)
Advisors: Carmen Pacella, Tom Nash, Lucy Parker, Theresa Frost, Lynn Jarrett

Website Ad Hoc Committee

Joan Milliman, Chair (GRF)
Debbie Dotson (GRF)
Elsie Addington, Alternate (GRF)
Anthony Liberatore (United)
~~Pearl Lee (United)~~
~~Azar Asgari (United)~~
Annie McCary (Third)
Mark Laws, Alternate (Third)
Advisors: Lucy Parker, Diane Phelps, Lynn Jarrett

Broadband Ad Hoc Committee

Joan Milliman, Chair (GRF)
Jim Hopkins (GRF)
Debbie Dotson (GRF)
Cris Prince (Third)
Jim Cook (Third)
Diane Casey (United)
Maggie Blackwell (United)
Margaret Bennett (Mutual 50)

Mobility & Vehicles Committee

Don Tibbetts, Chair (GRF)
Egon Garthoffner (GRF)
Elsie Addington, Alternate (GRF)
James Cook, Alternate (Third)
Cush Bhada (Third)
~~John Frankel (Third)~~
~~Maggie Blackwell (United)~~
~~Pearl Lee (United)~~
~~Azar Asgari (United)~~
~~Pat English (United)~~
~~Vacant (United)~~

Margaret Bennett (Mutual 50)
Sue Stephens, Alternate (Mutual 50)
Advisor: Vashi Williams

Security and Community Access

Don Tibbetts, Chair (GRF)
Reza Karimi (GRF)
Annie McCary (Third)
Cris Prince (Third)
Donna Rane-Szostak, Alternate (Third)
Cash Achrekar (United)
Maggie Blackwell (United)
Sue Stephens (Mutual 50)
Margaret Bennett, Alternate (Mutual 50)

OTHER COMMITTEES:

Disaster Preparedness Task Force

Eric Nunez, Chair
Juanita Skillman (GRF)
Gan Mukhapadhyay (GRF)
James Cook (Third)
~~John Frankel (Third)~~
Donna Rane-Szostak, Alternate (Third)
Anthony Liberatore (United)
~~Diane Casey (United)~~
~~Cash Achrekar, Alternate (United)~~
~~Pat English (United)~~
John Carter (Mutual 50)
Advisors: Tom Soule, Bruce Bonbright

Laguna Woods Village Traffic Hearings

(Chair will alternate between Boards)
Elsie Addington (GRF)
Deborah Dotson, Alternate (GRF)
~~John Frankel (Third)~~
Mark Laws, Alternate (Third)
~~Anthony Liberatore, Alternate (United)~~
Cash Achrekar, Alternate (United)
Pearl Lee (United)
~~Neda Ardani (United)~~
~~Jules Zalon (Third)~~
Board Members by Rotation (Mutual 50)

Purchasing Ad Hoc Committee

Bunny Carpenter, Chair (GRF)
Jim Hopkins (GRF)
Mark Laws (Third)
Donna Rane-Szostak (Third)
Ralph Engdahl, (Third)
~~Diane Casey (United)~~
~~Neda Ardani (United)~~
Thomas Tuning (United)
Lenny Ross (United)
Advisor: Carl Randazzo, ~~Robert Mutchnick~~

Select Audit Task Force

James Hopkins (GRF)
Diane Phelps (GRF)
Cynthia Rupert (United)
Peggy Moore (Third)

Insurance Ad Hoc Committee

Bunny Carpenter, Chair (GRF)
Anthony Liberatore (United)
Lenny Ross (United)
~~Cash Achrekar (United)~~
Cris Prince (Third)
Mark Laws (Third)
Jim Cook (Third)
Yvonne Horton (GRF)
Reza Karimi (GRF)
Juanita Skillman (GRF)
Advisors: ~~Leleng Isaacs, Kathryn Freshley,~~ Bob Laux

Compliance Ad Hoc Committee

Bunny Carpenter, Chair (GRF)
Maggie Blackwell (United)
Pearl Lee (United)
Mark Laws (Third)
Annie McCary (Third)
Joan Milliman (GRF)
Juanita Skillman (GRF)
Reza Karimi (GRF)

RESOLVED FURTHER, that Resolution 90-22-41 adopted September 6, 2022, is hereby superseded and cancelled; and

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

Agenda Item #5a

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Director Milliman made a motion to approve the Resolution 90-22-50. Director Karimi seconded the motion.

Director Milliman made a motion to approve the Resolution as amended. Director Addington seconded.

Hearing no changes or objections, the motion was approved unanimously as amended.

11c. Building E Update (Oral Discussion) – President Carpenter

President Carpenter provided an update regarding the Building E plans.

Discussion ensued among the board.

12. New Business

12a. Entertain a Motion to Approve Saddleback Church Club Request for Exception to Clubhouse Holiday Hours (November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)

Director Milliman read the following resolution:

RESOLUTION 90-22-XX

Religious Church Club Request for Exception to Clubhouse Holiday Hours

WHEREAS, the Recreation and Special Events Department oversees all recreation facilities. On May 5, 2020 GRF approved and adopted Clubhouse Holiday Hours resolution 90-20-19 allowing all clubhouses to remain closed on New Year's Day beginning January 2021; and

WHEREAS, Saddleback Church Club requested for an exception to Clubhouse Holiday Hours and is requesting to meet in Clubhouse 5 on Sunday, January 1, 2023, from 7:30 a.m. to 1 p.m.; and

WHEREAS, on October 13, 2022, the Community Activities Committee approved the all church exception to Clubhouse Holiday Hours for one service only on January 1, 2023, and to include all additional costs; and

WHEREAS, presently, there are four Village churches who meet on Sundays in the clubhouses. When the Performing Arts Center reopens one additional church will resume meeting on Sundays.

Club	Location	Hours Reserved	Cost of Rental
Saddleback Church	CH5, Main Lounge	7:30 a.m. to 1 p.m.	\$141
Joyful Christian Church	CH1, Main Lounge	9:30 a.m. to 1:30 p.m.	\$47
Village Church	CH7, Main Lounge	8 a.m. to 2 p.m.	\$52
Center for Spiritual Living	Village Greens, Club Rooms 1, 2 and 3	10 a.m. to 1 p.m.	\$42

Full time and part time hourly staff who are scheduled to work on one of the designated VMS holidays receive holiday pay equal to 1.5 times base pay; and

WHEREAS, the Saddleback Church Club reservation is for five hours and 30 minutes. Setup and breakdown of the main lounge takes a total of four hours. The cost to staff Saddleback Church Club on January 1, 2023 is approximately \$412; total includes wage rate (plus holiday pay), burden rate and overhead rate. The labor (\$412) and room rental (\$141) total \$553;

NOW THEREFORE BE IT RESOLVED, December 6, 2022, the Board of Directors of this Corporation hereby adopts the all church exception to Clubhouse Holiday Hours for one service only on January 1, 2023, and to include all additional costs; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

Director Milliman made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Dotson seconded the motion.

There being no objections, the motion was approved unanimously. (NOVEMBER Initial Notification - postpone 28-days for Member review and comment to comply with Civil Code §4360).

12b. Entertain a Motion to Approve Equestrian Center Operating Rules (November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)

Director Milliman read the following resolution:

RESOLUTION 90-22-XX

Equestrian Center Operating Rules

WHEREAS, the Board has set policies and operating rules for usage of GRF facilities; and

WHEREAS, the Recreation and Special Events Department oversees the use of facilities;

WHEREAS, the Department is responsible for ensuring that safety and compliance procedures are followed, protect facilities and enforce policy and operating rules;

WHEREAS, the proposed amendments improve the understandability of the policies and procedures and facilitates implementation by staff; and

WHEREAS, on October 13, 2022, the Community Activities Committee approved the amended Equestrian Center operating rules as presented; and

WHEREAS, that this resolution supersedes and cancels resolution 90-16-43, adopted September 6, 2016;

NOW THEREFORE BE IT RESOLVED, that on December 6, 2022, the Board of Directors of this Corporation hereby adopts the amended Equestrian Center operating rules as presented and attached to the official minutes; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

Director Milliman made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Addington seconded the motion.

Discussion ensued among the board.

There being no objections, the motion was approved unanimously. (NOVEMBER Initial Notification - postpone 28-days for Member review and comment to comply with Civil Code §4360).

12c. Entertain a Motion to Approve Equestrian Center Horse Boarding Agreement (November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)

Director Milliman read the following resolution:

RESOLUTION 90-22-XX

WHEREAS, the Recreation and Special Events Department manages the Equestrian Center's daily operation; the department's responsibilities include, but are not limited to, managing the resident boarding and riding programs, outdoor social events, horse trailer storage, horse feeding, trails and facility maintenance; and

WHEREAS, boarders are required to sign a release, waiver of liability and indemnity agreement and complete required forms for transportation, emergency treatment, rider and helper authorization and acknowledge and agree to the GRF Equestrian Center Operating Rules. Additionally, all boarders must meet insurance requirements and provide proof; and

WHEREAS, A boarding agreement is crucial for both the boarding stable and the horse owner; it sets responsibilities and governs potential liability issues and any emergencies that could arise; and

WHEREAS, legal counsel advised GRF to develop a boarding agreement to limit liability; noting either party should be able to terminate the agreement without cause on a certain number of days' notice. Further, the agreement should allow GRF to terminate the lease agreement with cause under certain circumstances geared towards protecting the health and safety of the horses, people, and the facility. Termination should also be allowed for nonpayment; and

WHEREAS, recommendations were received from staff and committee members to ensure safety and compliance. The presented boarding agreement addresses horse injury and death, boarder injury and death, personal property damage and loss, third-party lawsuits, termination, abandonment and unpaid fees. GRF legal counsel has reviewed and approved the Horse Boarding Agreement; and

WHEREAS, on October 13, 2022, the Community Activities Committee approved the Equestrian Center Horse Boarding Agreement as presented;

NOW THEREFORE BE IT RESOLVED, that on December 6, 2022, the Board of Directors of this Corporation hereby adopts the Equestrian Center Horse Boarding Agreement as presented and attached to the official minutes of this meeting; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

Director Milliman made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Dotson seconded the motion.

Discussion ensued among the board.

There being no objections, the motion was approved unanimously. (NOVEMBER Initial Notification - postpone 28-days for Member review and comment to comply with Civil Code §4360).

12d. Entertain a Motion to Approve Workers Comp Collateral Requirement

Director Milliman read the following resolution:

RESOLUTION 90-22-51

Workers Comp. Collateral Requirement

WHEREAS, the Golden Rain Foundation maintains a letter of credit with Bank of America in an amount sufficient to meet collateral requirements for the workers compensation insurance policy; and

WHEREAS, Safety National, the workers compensation insurance provider, requires an increase in the letter of credit by \$275,000 to meet collateral requirements for renewal of the workers compensation policy.

NOW THEREFORE BE IT RESOLVED, that on November 1, 2022, the Board authorizes an increase in the letter of credit with Bank of America from \$2,050,000 to \$2,325,000.

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

Director Milliman made a motion to approve Resolution 90-22-51. Director Skillman seconded the motion.

Discussion ensued among the board.

There being no objections, the motion was approved unanimously

12e. Entertain a Motion to Approve Garden Center Fees (November initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)

Director Milliman read the following resolution:

RESOLUTION 90-22-XX

Garden Center Rental Fees

WHEREAS, resolutions 90-12-132, 90-18-03, 90-12-12 and 90-16-18 established guidelines for shared costs and fees; certain fees can be imposed upon users of various recreational facilities to control crowding, mitigate over-usage, and recover operating costs; and

WHEREAS, the Garden Center fees administered by the Golden Rain Foundation of Laguna Woods Board of Directors adhere to the Shared Cost Guidelines established in Resolution 90-12-132, whereby certain fees can be imposed upon users of various recreation facilities in order to control crowding and minimize over- usage, and to recover operating costs; and

WHEREAS, in accordance with the fee review process established in August 2022, fees with annual revenues of less than \$100K will be reviewed once every five years. Staff will then propose fee changes (increase/decrease) to ensure the shared costs stay within a set percentage; and

WHEREAS, staff recommends the percent of Garden Center expenses to be funded by fees shall equal approximately 73% while the percentage of costs to be shared by all residents shall equal approximately 27%; and

WHEREAS, the proposed 2023 revenues of \$77,233 include Garden and Tree Plot Rental Revenue of \$76,752 and Shade Area Bench Rental Revenue of \$481. The proposed Garden Center Fees are listed in the table below:

Proposed Schedule of Garden Center Rental Fees

Plot Type	2022 Annual Fee Current	2023 Annual Fee Proposed	Change
Garden Plots	\$57.00	\$72.00	\$15.00
Tree Plots	\$57.00	\$72.00	\$15.00
Shade Area Bench	\$11.00	\$13.00	\$2.00

; and

WHEREAS, at the September 8, 2022, CAC meeting, the committee recommended the proposed staff recommendation of the proposed Schedule of Garden Center Rental Fees with an effective date of January 1, 2023; and

WHEREAS, at the October 19, 2022, Finance Committee meeting, the committee affirmed the CAC recommendation of the proposed Schedule of Garden Center Rental Fees with an effective date of January 1, 2023;

NOW THEREFORE BE IT RESOLVED, that on December 6, 2022, the Board of Directors of this Corporation hereby adopts the proposed Schedule of Garden Center Rental Fees with an effective date of January 1, 2023; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

Director Milliman made a motion to approve the Resolution for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Karimi seconded the motion.

Discussion ensued among the board.

There being no objections, the motion was approved unanimously. (NOVEMBER Initial Notification - postpone 28-days for Member review and comment to comply with Civil Code §4360).

13. The Board took a 5-minute break – None

14. Committee Reports

- a. Report of the Finance Committee/Financial Reports – Director Hopkins. The committee met on October 19, 2022; next meeting December 21, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
 - (1) GRF Treasurer's Report – Director Hopkins
 - (2) GRF Finance Committee Report
- b. Strategic Planning Committee—Director Dotson. The committee met on October 3, 2022; next meeting December 5, 2022, at 9:30 a.m. in the Board Room and as virtual meeting.
- c. Report of the Community Activity Committee – Director Horton. The committee met on October 13, 2022; next meeting November 10, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- d. Report of the Landscape Committee – Director Skillman. The committee met on September 14, 2022; next meeting December 14, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Report of the Maintenance & Construction Committee – Director Garthoffner. The committee met on October 12, 2022; next meeting December 14, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
 - (1) Report of the Clubhouse Renovation Ad Hoc Committee – Director Garthoffner. The Committee met on June 24, 2022; next meeting TBA.
- f. Report of the Media and Communications Committee—Director Milliman. The committee met on October 17, 2022; next meeting November 21, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
 - (1) Website Ad-Hoc Committee – Director Milliman. The committee met on September 14, 2022; Next meeting TBA
 - (2) Broadband Ad Hoc – Director Milliman. The committee met on September 29, 2022; next meeting October 25, 2022, at 10:00 a.m. in the Sycamore Room and as a virtual meeting.
- g. Report of the Mobility & Vehicles Committee – Director Tibbetts. The committee met on

October 5, 2022; next meeting December 7, 2022, at 1:30 p.m. in the Board Room.

- h. Report of the Security & Community Access Committee – Director Tibbetts. The Committee met on October 31, 2022; next meeting December 26, 2022, at 1:30 p.m. in the Board Room and as a virtual meeting.
 - (1) Report of the Laguna Woods Village Traffic Hearings – Director Addington. The Traffic Hearings were held on October 19, 2022; next hearings on November 16, 2022, at 9:00 a.m. as a virtual meeting.
 - (2) Compliance Ad Hoc Committee – President Carpenter. The committee met on October 19, 2022; next meeting TBA.
- i. Report of the Disaster Preparedness Task Force – Director Skillman. The Task Force met on September 27, 2022; next meeting November 29, 2022, at 9:30 a.m. in the Board Room and as a virtual meeting.
- j. Information Technology Advisory Committee – Director Hopkins. The Committee met on October 28, 2022; next meeting November 25, 2022 as a virtual meeting.
- k. Insurance Ad-Hoc Committee – Director Carpenter. The Committee met on July 25, 2022; next meeting TBA.
- l. Purchasing Ad-Hoc Committee – Director Carpenter. The Committee last met on April 7, 2022; next meeting TBA.

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

- Saddleback Church Club Request for Exception to Clubhouse Holiday Hours
- Equestrian Center Operating Rules
- Equestrian Center Horse Boarding Agreement
- Garden Center Fees
- EV Charging Rates
- Building E

16. Director's Comments

- Multiple Directors commented on two projects that are occurring with the city; a new fire station on Moulton and the newly renovated OC Library at City Hall
- Director Dotson thanked Recreation, Library Volunteers, and Director Hopkins
- Director Milliman commented on enjoying the meeting
- Director Mukhopadhyay commented on the Pickleball Club

17. Recess 12:24 p.m. - *At this time, the Meeting recessed for lunch and reconvened to Executive Session to discuss the following matters per California Civil Code §4935: Member Disciplinary Matters; Personnel Matters; Contractual Matters; and Litigation Matters.*

Closed Session Agenda

VMS Board Update

Approve the Agenda

Approve the Minutes of:

(a) September 29, 2022 – Special Closed Session

(b) October 4, 2022 – Regular Closed Session

Discuss and Consider Personnel Matters

Discuss and Consider Contractual Matters

Discuss Legal/Legislation Matters

Discuss Member Disciplinary Matters

18. Adjournment

The meeting was adjourned at 3:57 p.m.

DocuSigned by:

Joan Milliman

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Joan Milliman, Secretary of the Board
Golden Rain Foundation



OPEN MEETING

**MINUTES OF THE BOARD OF DIRECTORS OF THE
THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Thursday, November 17, 2022 – 9:30 a.m.
Willow Room/Virtual Meeting**

GRF Agenda Prep Meeting

Directors Present: Bunny Carpenter, Yvonne Horton, Elsie Addington, Juanita Skillman, Reza Karimi, Joan Milliman, Jim Hopkins, Egon Garthoffner, Gan Mukhopadhyay

Directors Absent: Debbie Dotson, Don Tibbetts,

Staff Present: Siobhan Foster- CEO, Paul Nguyen, Carlos Rojas, Catherine Laster

Others Present: None

1. Call Meeting to Order and Establish Quorum

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

2. Approval of the Agenda

President Carpenter asked for approval of the agenda.

Hearing no objections, the agenda was approved by unanimous consent.

3. Announcements

President Carpenter made the following announcements:

- VMS Election are coming up and there are 3 vacancies for GRF
- Discussion of what qualifications they are looking for
- Director Karimi discussed having a GRF Town Hall Meeting
- Bylaws Discussed at Presidents and 1st VPs Meeting
- Director Milliman discussed having a Globe News Stand at the Library
- Director Hopkins recommended a Public GRF Workshop pertaining to Investments

Discussion ensued among the board.

Gan Mukhopadhyay entered the meeting at 9:39 a.m.

Don Tibbets entered the meeting at 10:34 a.m.

Joan Milliman left the meeting at 10:41 a.m.

4. Discuss and Consider Items to be placed on the Tuesday, December 6, 2022, Board Meeting Open & Closed Agendas

President Carpenter made a motion to approve the December 6, 2022, Open and Closed Agendas.

Hearing no objection, the December 6, 2022, Open and Closed Agendas were approved unanimously as amended.

5. Director Comments

- Director Horton discussed the importance of Clubs and the Board getting volunteers

6. Adjournment

The meeting was adjourned at 10:51 a.m.

DocuSigned by:

Joan Milliman

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Joan Milliman, Secretary of the Board
Golden Rain Foundation

ENDORSEMENT (to Board of Directors)

Religious Church Club Request for Exception to Clubhouse Holiday Hours

Authorize the Community Activities Committee recommendation to review and recommend Board approval for a resolution of the all church exception to Clubhouse Holiday Hours for one service only on January 1, 2023 and to include all additional costs.

A motion was made to approve the all church exception to Clubhouse Holiday Hours for one service only on January 1, 2023 and to include all additional costs.

Motion passed unanimously.

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STAFF REPORT

DATE: December 6, 2022
FOR: Board of Directors
SUBJECT: Religious Church Club Request for Exception to Clubhouse Holiday Hours

RECOMMENDATION

Review and recommend Board approval for a resolution of the all church exception to Clubhouse Holiday Hours for one service only on January 1, 2023 and to include all additional costs.

BACKGROUND

The Recreation and Special Events Department oversees all recreation facilities. On May 5, 2020 GRF approved and adopted Clubhouse Holiday Hours allowing all clubhouses to remain closed on New Year's Day beginning January 2021.

DISCUSSION

On October 13, 2022, the Community Activities Committee recommended for board approval all church exception to Clubhouse Holiday Hours for one service only on January 1, 2023 and to include all additional costs as they recognized the need for more than one religious club to hold services on January 1.

Saddleback Church Club requested for an exception to Clubhouse Holiday Hours, resolution 90-20-19 (Attachment 1). Saddleback Church Club is requesting to meet in Clubhouse 5 on Sunday, January 1, 2023 from 7:30 a.m. to 1 p.m. Currently, Clubhouse 5 is scheduled to be closed.

Presently, there are four Village churches who meet on Sundays in the clubhouses. When the Performing Arts Center reopens one additional church will resume meeting on Sundays.

Club	Location	Hours Reserved	Cost of Rental
Saddleback Church	CH5, Main Lounge	7:30 a.m. to 1 p.m.	\$141
Joyful Christian Church	CH1, Main Lounge	9:30 a.m. to 1:30 p.m.	\$47
Village Church	CH7, Main Lounge	8 a.m. to 2 p.m.	\$52
Center for Spiritual Living	Village Greens, Club Rooms 1, 2 and 3	10 a.m. to 1 p.m.	\$42

Full time and part time hourly staff who are scheduled to work on one of the designated VMS holidays receive holiday pay equal to 1.5 times base pay.

FINANCIAL ANALYSIS

The Saddleback Church Club reservation is for five hours and 30 minutes. Setup and breakdown of the main lounge takes a total of four hours. The cost to staff Saddleback Church Club on January 1, 2023 is approximately \$412; total includes wage rate (plus holiday pay), burden rate and overhead rate. The labor (\$412) and room rental (\$141) total \$553.

Prepared By: Jennifer Murphy, Recreation Manager

Reviewed By: Alison Giglio, Interim Recreation and Special Events Director
Steve Hormuth, Financial Services Director
Catherine Laster, Services Manager

ATTACHMENT(S)

ATT 1: Recreation Request Form-Saddleback Church Club

ATT 2: Resolution 90-20-19

ATT 3: Resolution 90-22-XX



Laguna Woods Village

Recreation Committee Request Form

PLEASE NOTE: THIS FORM IS NOT FOR ROUTINE RECREATION REQUESTS

Your request is important to us and will be handled accordingly. Per the policy of the Golden Rain Foundation (GRF), if your request falls outside the scope of the Recreation Department's authority, it will be forwarded to the Community Activities Committee (CAC) for review. If you are unsure whether your request falls into this category, please contact the on-site facility Supervisor or the Recreation Manager at 597-4482 in order to make that determination. CAC will then review the request and determine the proper course of action. If necessary, CAC will make a recommendation to the GRF Board of Directors for action. You will then be notified of the Committee or Board's decision. Please be patient as this process may take several months.

Print Requestor Name: _____ Date: 9/26/22

Print Individual, Club or Organization Name: Saddleback Church Club

Manor: _____ Phone: _____ E-mail: _____

Request (please check one):

☒ Change/Exception to Policy ☐ Donation ☐ Staff Time Request

☐ Equipment Request ☐ Facility Request ☐ Other: _____

Explanation:

Please explain the circumstances of your request, include approximate cost, dates, times and locations when necessary. Please use reverse side or attach a separate sheet if necessary.

January 1, 2023 falls on a Sunday. All Clubhouses are closed that day. Saddleback Church Laguna Woods holds church services every Sunday in Clubhouse 5 or Clubhouse 2.

Is it possible to have church in either Clubhouse on Sunday, January 1, 2023?

Requestor Signature: _____

Signatures of All Other Individuals/Club Presidents Affected by this Request:

Signature	Manor #	For	Undecided	Against
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

PLEASE FORWARD COMPLETED REQUEST FORM TO:

Laguna Woods Village Recreation Department
 P.O. Box 2220, Laguna Woods, CA 92653

RESOLUTION 90-20-19
CLUBHOUSE HOLIDAY HOURS

WHEREAS at the March 12, 2020 Community Activities Committee (CAC) meeting, staff recommended to authorize the Recreation and Special Events Department to adjust clubhouse holiday operating hours on certain holidays beginning January 2021;

WHEREAS New Year's Day bookings are nonexistent with few reservations taking place on President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day and the Friday after Thanksgiving. Saddleback Emeritus classes are not in session on VMS holidays and clubhouse facilities are vacant and underutilized. With ample notice of limited hours (9 a.m. to 2 p.m.) on said holidays residents will still have the ability to fulfill any needs they may have at the facility. Limit Clubhouse 1 to the hours of 9 a.m. to 6 p.m. for the first year;

WHEREAS clubhouses will remain open on Thanksgiving Day, Christmas Eve and Christmas Day from 8 a.m. to 10 p.m. to accommodate the needs of resident events;

WHEREAS Proposed Clubhouse Holiday Hours will be as follows:

Close All Clubhouses	New Year's Day
Limit Hours 9 a.m. to 2 p.m.	President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day and Friday after Thanksgiving
No Modifications	Thanksgiving, Christmas Eve and Christmas Day

WHEREAS fulltime and part time hourly staff who are scheduled to work on one of the 10 designated VMS holidays receive holiday pay equal to 1.5 times base pay;

WHEREAS the cost to staff six facilities from 8 a.m. to 10 p.m. on a designated holiday with a part time Recreation Leader is approximately \$2,772. The proposed closure of New Year's Day and limited hours of 9 a.m. to 2 p.m. on six elected holidays would have a cost savings of \$13,464 annually;

NOW THEREFORE BE IT RESOLVED, May 5, 2020, that the Board of Directors of this Corporation hereby adopts approval of staff recommendation to authorize the Recreation and Special Events Department to adjust clubhouse holiday operating hours on certain holidays beginning January 2021;

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

April Initial Notification

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

Director Garthoffner made a motion to approve a resolution for clubhouse holiday hours. The motion was seconded by Director Soule.

Discussion ensued among the directors.

Director Soule made an amendment to make holiday hours affect all clubhouses except Clubhouse 7. The motion was seconded by Director Moldow. The amendment passed without objection.

Director Horton made an amendment to change clubhouse holiday hours from 9 a.m. to 6 p.m. for the first year for Clubhouse 1. The motion was seconded by Director Fitzekam. The amendment passed without objection.

President Carpenter called for the vote on the motion as amended and the motion passed without objection.

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RESOLUTION 90-22-XX
**Religious Church Club Request for
 Exception to Clubhouse Holiday Hours**

WHEREAS, the Recreation and Special Events Department oversees all recreation facilities. On May 5, 2020 GRF approved and adopted Clubhouse Holiday Hours resolution 90-20-19 allowing all clubhouses to remain closed on New Year's Day beginning January 2021; and

WHEREAS, Saddleback Church Club requested for an exception to Clubhouse Holiday Hours and is requesting to meet in Clubhouse 5 on Sunday, January 1, 2023 from 7:30 a.m. to 1 p.m.; and

WHEREAS, on October 13, 2022, the Community Activities Committee approved the all church exception to Clubhouse Holiday Hours for one service only on January 1, 2023 and to include all additional costs; and

WHEREAS, presently, there are four Village churches who meet on Sundays in the clubhouses. When the Performing Arts Center reopens one additional church will resume meeting on Sundays.

Club	Location	Hours Reserved	Cost of Rental
Saddleback Church	CH5, Main Lounge	7:30 a.m. to 1 p.m.	\$141
Joyful Christian Church	CH1, Main Lounge	9:30 a.m. to 1:30 p.m.	\$47
Village Church	CH7, Main Lounge	8 a.m. to 2 p.m.	\$52
Center for Spiritual Living	Village Greens, Club Rooms 1, 2 and 3	10 a.m. to 1 p.m.	\$42

Full time and part time hourly staff who are scheduled to work on one of the designated VMS holidays receive holiday pay equal to 1.5 times base pay; and

WHEREAS, the Saddleback Church Club reservation is for five hours and 30 minutes. Setup and breakdown of the main lounge takes a total of four hours. The cost to staff

Saddleback Church Club on January 1, 2023 is approximately \$412; total includes wage rate (plus holiday pay), burden rate and overhead rate. The labor (\$412) and room rental (\$141) total \$553;

NOW THEREFORE BE IT RESOLVED, December 6, 2022 the Board of Directors of this Corporation hereby adopts the all church exception to Clubhouse Holiday Hours for one service only on January 1, 2023 and to include all additional costs; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

November Initial Notification

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

ENDORSEMENT (to Board of Directors)

Equestrian Center Operating Rules

Authorize the Community Activities Committee recommendation to review and recommend Board approval of the amended Garden Center Operating Rules.

A motion was made to approve the amended Equestrian Center Operating Rules as presented.

Motion passed unanimously.

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STAFF REPORT

DATE: December 6, 2022
FOR: Board of Directors
SUBJECT: Equestrian Center Operating Rules

RECOMMENDATION

Review and recommend Board approval for a resolution of the amended Recreation and Special Events Department Equestrian Center Operating Rules (Attachment 1).

BACKGROUND

The Recreation and Special Events Department oversees all recreation facilities and updates the operating rules periodically on an as needed basis. The Equestrian Center Operating Rules were last approved September 6, 2016 with resolution 90-16-43 (Attachment 2).

DISCUSSION

On October 13, 2022, the Community Activities Committee recommended for Board approval the amended Equestrian Center Operating Rules as presented.

The Equestrian Ad Hoc Committee requested to review and update the Equestrian Center policies for clarification purposes. Policy review and recommendations were received from staff and committee members to ensure safety and compliance. The proposed audits are shown as redlined in attachment 1.

The revised operating rules allows boarders and visitors to enjoy the facility safely in a supervised manner.

FINANCIAL ANALYSIS

None.

Prepared By: Jennifer Murphy, Recreation Manager

Reviewed By: Alison Giglio, Interim Recreation and Special Events Director
Catherine Laster, Services Manager

ATTACHMENT(S)

ATT 1: Equestrian Center Operating Rules

ATT 2: Resolution 90-16-43

ATT 3: Resolution 90-22-XX

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EQUESTRIAN CENTER OPERATING RULES

The Laguna Woods Village Equestrian Center (Equestrian Center) is a private facility for Laguna Woods Village residents and their guests. Residents must show their ID card when visiting the facility.

The Equestrian Center offers a boarding program, a riding program that includes guided lessons and trail rides, an outdoor brick BBQ and a small kitchen for outdoor social events, and horse trailer storage for current boarders. All fees for boarding, riding and social events are set by the Golden Rain Foundation of Laguna Woods (GRF).

Everyone using the facility must follow these operating rules at all times. The Recreation and Special Events Department sets rules and procedures for the protection of residents, guests, staff and horses, and reserves the right to review and adjust these operating rules to accommodate community needs. These Equestrian Center operating rules supersede and replace all prior Equestrian Center operating rules and understandings, oral or written.

GENERAL FACILITY RULES:

1. All who enter the facility must sign in.
2. Business hours are Wednesday through Sunday, ~~8:30~~ from 9 a.m. ~~until 4~~ to 3 p.m., except holidays.
3. Outside of business hours, access is restricted to staff, boarders and their guests, and authorized volunteers. No one may enter from 10 p.m. to 6:30 a.m. unless there is a horse emergency. In this instance, Security Services staff and the Equestrian Center supervisor must be notified.
4. Respect all staff, residents, boarders, guests and their property. Disrespect will not be tolerated.
5. All facility guests are encouraged to attend staff- and volunteer-guided tours Wednesday through Sunday. Visit the Equestrian Center webpage for current tour times.
6. Visitors may visit the office from 10 a.m. to 1 p.m. to request to view the GRF courtyard and arenas. Staff will provide a quick tour if possible. For a more detailed view of the facility, visitors will be asked to return for a scheduled tour time.
7. No unsupervised visits are allowed at the Equestrian Center for safety reasons. No petting of horses or feeding of horses is allowed by visitors at any time unless staff or the owner of a horse permits.
- ~~4-8.~~ Everyone who rides/handles horses at the Equestrian Center is required to have an equestrian waiver on file, which will be verified/renewed annually.
- ~~5-9.~~ Residents must accompany and register their guests at the Equestrian Center and will be required to show their ID card. In addition, the Equestrian Center supervisor must provide each guest with authorization to use the facility.
- ~~6-10.~~ Guests must be at least 10 years of age in order to ride a horse.
- ~~7-11.~~ Minors must have a waiver and a medical release signed by a parent or guardian and are required to wear boots and helmets while riding. Minors must be under adult supervision at all times while on the property.
- ~~8-12.~~ Smoking is strictly prohibited anywhere on the property.
- ~~9-13.~~ Feeding of horses is strictly prohibited unless the owner gives explicit permission.
- ~~10-14.~~ Bare feet, flip flops, sandals and inappropriate clothing are prohibited.
15. Dogs Leashed dogs are ~~not~~ allowed on the ~~property during business hours.~~ Boarder trails. Only boarders may bring ~~dogs after hours,~~ but they leashed dogs on the property. Dogs deemed a nuisance must immediately leave the property upon request.
16. Label all tack, equipment and supplies that will be stored on the property. GRF is not responsible for the theft, loss, damage or disappearance of any tack or equipment or other

property stored at the facility. Owners store all items at their own risk.

~~12.17.~~ Immediately report all incidents to the Equestrian Center supervisor and/or the Equestrian Center assistant. If the Equestrian Center supervisor or assistant are unavailable, immediately notify Security Services personnel.

18. In case of an emergency that involves evacuation of the Equestrian Center, all horses will be moved to the OC Fair & Event Center per Orange County Fire Control, or any other location as designated by

Effective: March 2022 Orange County Fire Control. The Equestrian Center serves as an evacuation center for horses in danger due to fire (i.e., Trabuco, Silverado and Mojeska canyons); Equestrian Center supervisor approval required.

19. Violations of these Equestrian Center operating rules or any other GRF rules are subject to disciplinary action by the board.

BOARDING PROGRAM RULES: -

1. Residents with a valid Laguna Woods Village ID card may lease a 12-by-12-foot box stall for their owned/leased horse and must be actively involved in the care of their horse.
 - Laguna Woods Village residents may sponsor a nonresident boarder to lease a 12-by-12-foot box stall for their owned/leased horse. Nonresident boarders must be actively involved in the care of their horse.
 - Residents are responsible for their sponsored nonresident boarders' billing, unpaid feed and/ or any damage caused by the sponsored nonresident boarder or the boarder's horse, or violations of this policy.
2. All boarders must follow all Equestrian Center operating rules and are responsible for ensuring their guests follow all rules.
 - Nonresident boarders may not invite guests to the facility without the presence of their sponsoring resident.
3. Boarding fees include the stall, one stall cleaning daily, two feedings daily, use of day turnouts on a rotation schedule, three bags of shavings per week and one tamping service per year, per stall. Stalls are chosen based on seniority.
4. All boarders must sign a ~~Horse Boarding Agreement boarder waiver, a release of liability and a contract~~ providing information about their horse, their choice of veterinarian and farrier, the desired feed for their horse, a list of contacts authorized to handle their horse and proof of liability insurance, with GRF and Village Management Services Inc. listed as additional insured. All paperwork must be complete and on file in the Equestrian Center office. Paperwork must be renewed annually or any time the owner exchanges their horse. Any horse exchanges must be approved by the Equestrian Center supervisor.
5. Each resident boarder is entitled to two stalls. If one stall is vacated for any reason (death, sale of horse, etc.) and there is a waiting list, the stall becomes available to the next person waitlisted. If there is no waitlist, the boarder may pay a dry-stall fee for up to 90 days, at which time the stall must be filled or relinquished.
6. Nonresident boarders will be entitled to one stall only and will not be asked to vacate if there is a waitlist.
7. If there is a waitlist and a stall becomes available, the first individual on the list will be contacted. If that individual accepts the stall but does not have a horse, a nonrefundable dry-stall fee will be charged, at which time the stall must be filled or relinquished. If a resident is not ready when contacted, they will be placed at the end of the waitlist.

- When there is a waitlist, resident boarders take priority over nonresident sponsored boarders.
8. Only boarders may rent trailer space at the Equestrian Center.
 9. Trailering may be scheduled with the Equestrian Center office for local transport during business hours when available. Nonemergency transport must be scheduled at least 48 hours in advance.
 10. Emergency transport to the veterinarian will be provided when qualified staff are available from 7 a.m. to 7 p.m. The Equestrian Center supervisor will determine whether a horse is safe for staff to transport. No horses at risk of going down in the trailer during transport will be hauled by Equestrian Center staff.
 11. Owners will load their own horses for transport or may ask for staff assistance only if owners are physically incapable of doing so. Horses showing dangerous behaviors will not be transported by Equestrian Center or VMS staff and will be referred to a local professional hauling company. Staff has a right to refuse hauling for any horse they believe will be dangerous to haul. Staff will provide to boarders a current list of local haulers and horse ambulances when they are not able to transport a horse. Horse owners or those leasing a horse being transported by the Equestrian Center will be responsible for any damage to the trailer caused by their horse.
 12. Only the Equestrian Center supervisor may provide facility keys to boarders and their agents.
 13. The Equestrian Center supervisor must be present when a new horse arrives and has the authority to refuse any horse for boarding that may be dangerous to the facility and other participants. Stallions are never allowed and very young horses must be assessed ahead of time by the Equestrian Center supervisor.
 14. All new horses are subject to a quarantine up to seven days. Horses without vaccines or from out of state may be subject to quarantine up to two weeks. Yearly vaccines are mandatory for all boarded horses. Horses must be dewormed twice yearly unless a veterinarian recommends otherwise.
 - Local horses with vaccines up to date will be in quarantine for three days.
 - California horses or local horses without current vaccines will be in quarantine for five days.
 - Horses from out of state with current Coggins and health certificates with current vaccine records provided will be quarantined for seven days.
 - Horses from out of state without current vaccines from areas with reported communicable disease or from rescue/auction situations will be quarantined for two weeks.
 15. Nonresident boarders are not entitled to remain if their sponsor is no longer a resident of Laguna Woods Village. Nonresident boarders must vacate the facility by the move date of their sponsor. If a new sponsor is to be added, they must apply to the supervisor for permission to continue tenancy. The supervisor will review on a case-by-case basis. Continued permission to remain on the facility is not guaranteed.
 16. Boarders are responsible for arranging veterinary and farrier services as needed and agree to be directly billed for all services. All veterinary and farrier work must be done in designated areas.
 17. In the event of a medical emergency involving a boarded horse where staff has made all reasonable attempts to contact the boarder, the owner/lessee agrees that the Equestrian Center supervisor will use his/her best professional judgment as to the veterinarian

- services required in administering care to the horse; owner/lessee agrees to be billed directly by the veterinarian for services rendered.
18. A washer and dryer are available for cleaning blankets, pads and towels. Boarders must provide their own HE-approved soap and remain on the property until washing and drying cycles are complete. Remove items immediately so others may use the washer and dryer.
 19. During hot weather, boarders may use battery-operated fans only in stall windows. Fans cannot be permanently secured and must be used according to manufacturer directions, per the fire department.
 20. Boarders are welcome to participate in staff-guided lessons and trails with their horse.

STABLE YARD RULES

1. Horses must be tied at designated areas where they cannot injure another horse or damage someone's property. Horses must never be left unattended.
2. Never touch or feed a horse other than your own (including GRF horses) without the owner's permission.
3. All horses must be kept to a walk in the stable yard unless under direction of staff. The only exception is for injury assessment when the area is clear. In this instance, horses may trot or canter on a lead line.
4. Loose horses are never allowed anywhere in the stable area.
5. When staff is mounting riders in the courtyard, other riders must wait out of the way or use mounting blocks in other areas.
6. There is a 20-minute limit on the hot walker when others are waiting.
7. Riding double is prohibited at all times.
8. There is no feeding in the turnouts.
9. Horses must be washed in the wash rack. There is a 15-minute limit when others are waiting; always keep water conservation efforts in mind.
10. Everyone must clean up after their horse in the wash rack, at the rail, in the grooming stall, in the hot walker, in the arenas and in the turnouts. Bridles, buckets or other items must be cleaned in the utility sink—not the bathroom sinks.
11. Horses must be under control of their rider or handler at all times. The Equestrian Center supervisor or the Recreation and Special Events Department has the authority to determine when a situation is unsafe.
12. Farriers must use one of three designated areas on the property and must clean up all clippings and nails.
13. Exterior gates must be secured at all times by a padlock and chain.

ARENA RULES

1. Use is prioritized as follows: 1.) Lessons, 2.) riding, 3.) lunging and 4.) loose horses/turnout. When both arenas are busy, the small arena must be shared by rotation every 15 minutes. Never leave horses unattended in either arena.
2. Lessons take priority in both arenas. Owners must ask for permission to enter/exit and/or to canter when lessons are taking place.
3. Loose horses may be turned out for up to 20 minutes if no one is using the arena. They must immediately be removed if someone wishes to ride or lunge their horse.
4. Only three horses can be turned out at a time.
5. Gates must always be secured with the chains when horses are loose/turned out.
6. Riders should be polite and considerate and try not to interfere with other riders by

following these guidelines:

- Pass on the inside when travelling in the same direction.
 - Pass left shoulder to left shoulder when travelling opposite.
7. Riders must follow staff instructions when a lesson is in progress.
 8. If problems occur, stop all horses immediately.
 9. If riders are present and you wish to lunge a horse, ask for permission and stay in your own space.
 10. No lunging is allowed in the dressage arena.
 11. If lesson equipment is moved, it must be put back in place.
 12. Appropriate gaits are walk, trot, and canter.

TRAIL RULES

1. Guided trails with staff are walking only. Riders should pay attention to their horse and the surrounding area, maintain appropriate spacing between horses, pass oncoming horses left shoulder to left shoulder and follow all staff instructions.
2. All horses should be kept to a walk when going up and down hills or through tunnels and also when other horses are in the area. Private horses may trot or canter only when the area is clear. The bridle trail gate must be locked upon entry and exit. Riders must stay on the path and not on the grass. In addition, after 2 p.m. and when the Equestrian Center is closed, the rider is responsible for picking up the horse's droppings. Riders are always required to pick up droppings on the creek side.

TURNOUT RULES

1. Twenty turnouts are provided for the use of boarders. Boarders must follow the rotation schedule and turnout rules posted by staff.
2. There is no riding in the turnouts or in narrow aisles between turnouts unless the turnouts are empty.
3. Feeding is prohibited in turnouts except under special circumstances with staff approval.

FEED RULES

1. Feed cost is not included in the boarding fee; prices may fluctuate per current market prices.
2. Staff sets feed and feeds two times daily unless the owner is feeding something other than the feed provided. In this instance, the owner is responsible for setting the feed; staff will place it in the stall. Lunch is fed for an additional charge. All supplements are the responsibility of the owner unless paying for this optional service.
3. A flake of hay is an approximation. Staff will make their best attempt to be consistent and to accommodate requests for slightly more or less depending on the needs of their horse. Amounts may fluctuate slightly daily.
4. Boarders may get loose hay from the ground at any time to give to their horse.
5. For horses with specific medical needs that require precise feedings, owners may be responsible for preparing the feed.
6. Supplemental feed must be kept in designated areas and/or in rodent-proof, approved containers to help with rodent problems.

TACK ROOMS RULES

1. Boarders are allotted space in one of six common tack rooms and must contain their tack and supplies to their own space.

2. Boarders must keep their area clean and also help keep the tack room clean.
3. Horses are not allowed in the tack rooms.
4. Any feed (horse only) must be stored properly in an approved airtight container; all preparation should be done at the sink or tables outside.
5. Lock the tack room when you leave and after you have confirmed that other occupants are not in the immediate area. Do not leave keys in the tack room; secure the door in the open position when you are inside.

RIDING PROGRAM RULES

1. All residents and guests must follow GRF policies and the Equestrian Center operating rules at all times.
2. The riding program is for boarders and their own horses as well as residents and their guests who schedule lessons on a GRF horse. Reservations are required and can be scheduled by calling the Equestrian Center office.
3. The schedule is determined by the Equestrian Center supervisor and is based on demand, staff availability, weather and protecting the welfare of the horses.
4. Riders must meet weight and age requirements: 200 pounds maximum weight, 10 years old minimum age. Riders must be free of injury or illness that might compromise their safety or the safety of staff assisting them. Riders must also be able to mount and dismount using the mounting block with very minimal staff assistance.
5. Residents must accompany their guest(s) for the first visit to show their ID card and sign the waiver. Due to the nature of this activity, residents are not required to ride with their guests.
6. Staff will assess all riders to determine their ability to safely participate and may cancel or end a lesson/trail ride if the safety of the rider, horse or staff could be compromised.
7. All lesson clients are required to wear a helmet, boots, reach the stirrups, control the horse and follow instructions.
8. Before riding on the trail, riders must demonstrate, to staff's satisfaction, their ability to handle the horse at a walk and trot while guiding the horse on a course.
9. All lessons and trail rides will be with staff instructor or guide.
10. Riders must follow the directions of staff at all times.
11. Riders must wear long pants and riding boots or other staff approved footwear. Shorts and open-toed shoes are prohibited.
12. Only staff and staff-trained volunteers may handle and feed GRF horses.

VOLUNTEER PROGRAM RULES

1. Volunteers must be at least 12 years of age.
2. Volunteers who handle horses must have attended several grooming and tacking classes, and be able to demonstrate proficiency in several basic skills as well as confidence in handling the horses.
3. Once approved by the Equestrian Center supervisor, new volunteers will be mentored by staff and by other trained volunteers.
4. Volunteers may only handle the horses during business hours and under supervision by staff, and must remain in the GRF area under staff supervision unless otherwise directed by staff.

RESOLUTION 90-16-43

Recreation Division Policy – Equestrian Center

WHEREAS, the Golden Rain Foundation has established a Recreation Division Policy to streamline and reduce confusion regarding use of its facilities by residents; and

WHEREAS, the Golden Rain Foundation Board of Directors recognizes the need to update the Equestrian Center/Stables portion of the Recreation Division Policy;

NOW THEREFORE BE IT RESOLVED, September 6, 2016, that the Board of Directors of this Corporation hereby adopts the revisions to the Recreation Division Policy – Equestrian Center/Stables; and

RESOLVED FURTHER, that Resolution 90-16-16 adopted April 5, 2016 is hereby superseded and cancelled to the extent that it differs from the current policy; and

RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.

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RESOLUTION 90-22-XX
Equestrian Center Operating Rules

WHEREAS, the Board has set policies and operating rules for usage of GRF facilities; and

WHEREAS, the Recreation and Special Events Department oversees the use of facilities; and

WHEREAS, the Department is responsible for ensuring that safety and compliance procedures are followed, protect facilities and enforce policy and operating rules; and

WHEREAS, the proposed amendments improve the understandability of the policies and procedures and facilitates implementation by staff; and

WHEREAS, on October 13, 2022, the Community Activities Committee approved the amended Equestrian Center operating rules as presented; and

WHEREAS, that this resolution supersedes and cancels resolution 90-16-43, adopted September 6, 2016;

NOW THEREFORE BE IT RESOLVED, December 6, 2022 the Board of Directors of this Corporation hereby adopts the amended Equestrian Center operating rules as presented and attached to the official minutes; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

November Initial Notification

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

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ENDORSEMENT (to Board of Directors)

Equestrian Center Horse Boarding Agreement

Authorize the Community Activities Committee recommendation to review and recommend Board approval of the Equestrian Center Horse Boarding Agreement.

A motion was made to approve the Horse Boarding Agreement as presented.

Motion passed unanimously.

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STAFF REPORT

DATE: December 6, 2022
FOR: Board of Directors
SUBJECT: Equestrian Center Horse Boarding Agreement

RECOMMENDATION

Review and recommend Board approval for a resolution of the Equestrian Center Horse Boarding Agreement (Attachment 1).

BACKGROUND

The Recreation and Special Events Department manages the Equestrian Center's daily operation. The department's responsibilities include, but are not limited to, managing the resident boarding and riding programs, outdoor social events, horse trailer storage, horse feeding, trails and facility maintenance.

Boarders are required to sign a release, waiver of liability and indemnity agreement and complete required forms for transportation, emergency treatment, rider and helper authorization and acknowledge and agree to the GRF Equestrian Center Operating Rules. Additionally, all boarders must meet insurance requirements and provide proof.

DISCUSSION

On October 13, 2022, the Community Activities Committee recommended for Board approval of the Horse Boarding Agreement as presented

A boarding agreement is crucial for both the boarding stable and the horse owner; it sets responsibilities and governs potential liability issues and any emergencies that could arise.

Legal counsel advised GRF to develop a boarding agreement to limit liability; noting either party should be able to terminate the agreement without cause on a certain number of days' notice. Further, the agreement should allow GRF to terminate the lease agreement with cause under certain circumstances geared towards protecting the health and safety of the horses, people, and the facility. Termination should also be allowed for nonpayment.

Recommendations were received from staff and committee members to ensure safety and compliance. The presented boarding agreement addresses horse injury and death, boarder injury and death, personal property damage and loss, third-party lawsuits, termination, abandonment and unpaid fees. GRF legal counsel has reviewed and approved the Horse Boarding Agreement.

FINANCIAL ANALYSIS

None.

Prepared By: Jennifer Murphy, Recreation Manager

Reviewed By: Alison Giglio, Interim Recreation and Special Events Director
Catherine Laster, Services Manager

ATTACHMENT(S)

ATT 1: Horse Boarding Agreement

ATT 2: Resolution 90-22-XX

HORSE BOARDING AGREEMENT

1. PARTIES. This horse boarding agreement (agreement) is made this _____ day of _____, 20____ by and between Golden Rain Foundation of Laguna Woods (GRF) and:

Name (Boarder) _____

Billing address _____

City _____ State _____ ZIP _____

Home phone _____ Mobile phone _____

Fax _____

Work phone _____ Email _____

In case of emergency, call _____ Phone _____

If boarder is not resident of a mutual in GRF, this agreement is also made between a sponsoring owner or resident of GRF:

Name of sponsoring owner or resident (sponsor) _____

Billing address _____

City _____ State _____ ZIP _____

Home phone _____ Mobile phone _____

Fax _____

Work phone _____ Email _____

In case of emergency, call _____ Phone _____

2. HORSE. This agreement relates to the boarding of the horse referenced below (horse) at GRF's Equestrian Center (Equestrian Center) with a copy of horse's registration. **If more than one horse will be boarded at the Equestrian Center, duplicate this page and complete sections 2, 3 and 4.**

Name of horse _____ Registration No. _____

Color/Description _____ Sex _____ Breed _____

Veterinarian _____ Phone _____

Farrier _____ Phone _____

Insurance carrier _____ Insurance agent _____

Amount _____ Policy number _____ Expiration _____

Medical condition or special needs of horse, if any:

Known vices (kicking, biting, pawing, stall walking, etc.):

1. OWNERSHIP. Boarder (mark applicable box):

- ☐ Has full legal title to horse. Registration is in boarder's name.
- ☐ Is purchasing horse on an installment from: (complete 3.A.)
- ☐ Is leasing horse from: (complete 3A)
- ☐ Is managing horse for: (complete 3A)
- ☐ Is co-owner of horse along with: (complete 3A)
- ☐ Co-owner's name does not appear on registration.

Seller/Owner/Co-owner/Lessor _____ Phone _____

In case of emergency, call _____ Phone _____

2. BOARDING SERVICE. Boarder hereby contracts with GRF for boarding at the Equestrian Center as follows: Barn stall 12' x 12' board

3. BOARDING FEES. Boarder shall pay GRF for each day Horse is boarded in the Equestrian Center a monthly fee of \$_____ or at the rate which GRF, in its sole discretion, from time to time may hereafter set. Boarder agrees that GRF, in the exercise of its sole discretion, may increase or otherwise modify any and all fees and charges set forth in this agreement with thirty (30) days' written notice to boarder and boarder shall be liable for payment of such expenses as increased or modified.

4. MISCELLANEOUS SERVICES, FEES, AND EXPENSES. Boarder also shall pay or reimburse GRF promptly any fees and expenses, related to this agreement and for any interest and penalties imposed in connection to the fees.

5. ACCEPTANCE. This agreement is not effective until approved and executed by the Equestrian Center staff, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at boarder's expense. Boarders violating the Equestrian Center operating rules, hours or disrupting or endangering others will be required to remove their horse at their expense immediately upon written notice.

6. BILLING TERMS. Boarder agrees to pay in full all boarding fees on the first (1st) day of the month, either in cash, a check deposited at the box in the barn or auto-pay. All other fees and expenses due hereunder shall be due and payable upon the receipt of the statement boarder is sent for such fees and expenses. If boarder fails to object in writing to any item charged on a GRF Equestrian Center statement within fifteen (15) days from the date such statement is sent via U.S. mail or personally delivered, then it shall be conclusively agreed by boarder that such amount is fair and correct and is owed to GRF. If boarder fails to make timely payment of any amount due under this agreement, boarder shall be in breach of this agreement. Boarder agrees that time is of the essence in payment of all amounts due under this agreement and that it would be impractical to fix exact amounts of GRF's damages if boarder fails to pay promptly. Therefore, if any such amounts are not paid in full on or within thirty (30) days of the date shown on the statement, boarder agrees that GRF shall be entitled to charge a late fee of \$35 per horse, per month from the date such statement is sent via U.S. mail or personally delivered until paid.

7. **ACCEPTANCE.** This agreement is not effective until approved and executed by the Equestrian Center staff, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at boarder's expense. Boarders violating the Equestrian Center operating rules, hours or disrupting or endangering others will be required to remove their horse at their expense immediately upon written notice.
8. **BILLING TERMS.** Boarder agrees to pay in full all boarding fees on the first (1st) day of the month, either in cash, a check deposited at the box in the barn or auto-pay. All other fees and expenses due hereunder shall be due and payable upon the receipt of the statement boarder is sent for such fees and expenses. If boarder fails to object in writing to any item charged on a GRF Equestrian Center statement within fifteen (15) days from the date such statement is sent via U.S. mail or personally delivered, then it shall be conclusively agreed by boarder that such amount is fair and correct and is owed to GRF. If boarder fails to make timely payment of any amount due under this agreement, boarder shall be in breach of this agreement. Boarder agrees that time is of the essence in payment of all amounts due under this agreement and that it would be impractical to fix exact amounts of GRF's damages if boarder fails to pay promptly. Therefore, if any such amounts are not paid in full on or within thirty (30) days of the date shown on the statement, boarder agrees that GRF shall be entitled to charge a late fee of \$35 per horse, per month from the date such statement is sent via U.S. mail or personally delivered until paid.
9. **SECURITY INTEREST AND LIEN.** Boarder specifically agrees that notwithstanding any other provision of this agreement, all amounts owed under this agreement shall be due and payable on or before horse will be released by the Equestrian Center. In addition to the foregoing, boarder hereby grants GRF a security interest and lien in horse as security for all payments now or hereafter owing and performance of all obligations of boarder hereunder. If boarder is not the legal owner of the horse, boarder specifically represents and warrants that the person signing this agreement is a duly authorized attorney-in-fact to execute this agreement and grant the security interest and lien granted hereby for the owner of the horse as a result of this agreement. If boarder fails to perform fully and timely any obligation under this agreement, GRF, at its option, may declare and exercise all rights in the horse as a result of this agreement allowed by this agreement and/or the California Uniform Commercial Code.

Boarder agrees that time is of the essence in connection with this agreement and agrees to pay all charges promptly as specified in paragraph 8 above. In the event boarder is 15 days or more delinquent in the payment of boarding fees or other charges and those fees or other charges are not paid within sixty (60) days after notice is delivered to boarder either by mail or personal delivery, GRF is authorized to sell said horse and/or all of boarder's property located at the Equestrian Center at public or private sale, pay all charges then pending against said horse, and pay all expenses of sale. The balance remaining, if any, shall be paid by GRF to boarder or boarder's authorized representative.

Boarder agrees to notify the Equestrian Center if any other individual or entity currently, or at any time after signing this agreement, obtains a lien against any portion of the value of the horse.

Boarder acknowledges that he/she has read and understands the following state law which, in conjunction with California Civil Code sections 3080.2 through 3080.22, permits GRF to proceed in a judicial action to seize and sell the horse for any unpaid balances.

California Civil Code 3080.01

"A livestock servicer shall have a general lien upon the livestock in its possession to secure the performance of all obligations of the owner of the livestock to the livestock servicer."

If the proceeds of a sale are less than the amount due, boarder agrees that GRF may proceed against boarder under legal collection processes to obtain any amounts outstanding.

9. ASSUMPTION OF THE RISK. Boarder hereby acknowledge(s) that there are inherent dangerous risks associated with being around horses, horse stables and working with horses. A horse may behave in a manner that results in damage to property and/or serious bodily injury, including but not limited to, broken bones, head injuries, trauma, pain and suffering or death (Harm or HARM), to the person handling, riding or even being nearby the horse and to other people and their horses and other property. Risks associated with activities involving horses include, but are not limited to, property damage, serious bodily injury or even death caused by horses bucking, rearing, biting, stumbling, falling, trampling, scratching or striking. Boarder acknowledges that any horse may act unpredictably and dangerously, including, but not limited to, as a result of sudden movement, loud noise, unfamiliar environment, weather conditions, slippery, hard or uneven footing, or the introduction of unfamiliar persons, animals or objects or may react in a dangerous manner when the horse seeks to flee or defend itself based on its natural instincts, when a collision occurs with an object or another animal, or when a person fails to exercise reasonable care around the horse. Boarder hereby agrees to assume all such risks in consideration for being allowed to ride or board at the Equestrian Center.

10. HEALTH REQUIREMENT, VACCINATIONS, AND VETERINARY CARE.

- a. Boarder warrants that horse is free from all contagious or infectious diseases upon delivery to the Equestrian Center.
- b. On or prior to arrival of horse at the Equestrian Center, boarder shall have the horse vaccinated and tested for and shall provide a record of the horse's vaccination and testing within the last ninety (90) days for strangles, equine influenza, tetanus toxoid, encephalomyelitis, rhino pneumonitis, sleeping sickness and a negative Coggins test (if required by the state of California).
- c. Boarder shall provide to the Equestrian Center on or before the time horse is delivered a fully completed horse information sheet in the form attached.
- d. Should the horse arrive at the Equestrian Center without such vaccinations and Coggins test as required above, the Equestrian Center may, at its option refuse to accept horse or provide the vaccinations and Coggins test at boarder's expense. All vaccinations and worming's will be administered thereafter at prescribed intervals by the horse owner's veterinarian or the Horse's owner.
- e. Boarder hereby authorizes the Equestrian Center to provide or arrange for, at boarder's sole expense, all veterinarian services or treatments to horse that the Equestrian Center reasonably believes to be necessary.
- f. If at any time while horse is at the Equestrian Center, it is determined that horse has a contagious or infectious disease or for any other medical reason, horse will be placed in isolation based on vet recommendation. The Equestrian Center shall give boarder notice of such condition and shall have the right to have horse removed from the Equestrian Center immediately at boarder's sole expense.
- g. The Equestrian Center shall have the right to require that horse receive, at boarder's sole expense, a veterinarian's certificate of health prior to horse's release from isolation.
- h. Horses must be kept in clean and sanitary conditions for the duration of boarding as determined by the Equestrian Center supervisor. Bedding must be adequate for the horse to comfortably lay down (minimum of two inches). The Equestrian Center reserves the right to add additional bedding at boarder's expense.

11. SAFETY PRECAUTIONS. Equestrian Center staff shall be responsible for safety precautions, efficiency and programs in connection with the performance of services and to determine safe procedures, protect facilities and equipment. GRF's security staff shall be notified and investigate all hazards, unsafe conditions and accidents brought to its attention, documented and reported to GRF in a timely manner. Any member of GRF's Board of Directors may inspect conditions and bring any hazards or unsafe conditions to the Board's attention for immediate and appropriate action, either temporarily or permanently.

12. TRANSPORTATION AND RELEASE OF HORSE.

- a. Boarder shall provide the Equestrian Center with at least twenty-four (24) hours' notice of intent to pick-up horse for an overnight stay or extended leave. Boarder shall provide the Equestrian Center with written authorization to release horse to any third-party transporter and the Equestrian Center shall have no obligation to release horse without such written authorization. Upon commencement of the loading of Horse by a third-party transporter or boarder, boarder assumes full responsibility and liability for the health, soundness, transportation and care of horse.
- b. Boarder hereby authorizes the Equestrian Center during the time horse is boarded the Equestrian Center pursuant to this agreement to transport, or to select a third-party to transport horse to a veterinary medical facility in the event of an emergency. Boarder agrees to pay for any such transportation.

13. INSURANCE. Boarder warrants that horse, while located at the Equestrian Center, is covered by full mortality and theft insurance in an amount at least equal to the full value which boarder places on said horse. Prior to boarding horse at the Equestrian Center, boarder agrees to provide the Equestrian Center with a certificate of insurance evidencing that this insurance requirement has been satisfied and with copies of its insurance policy or policies on the horse. Boarder may elect to be self-insured and assumes all responsibility for loss and liability, including, without limitation, mortality. Upon request, boarder must provide GRF with documentation to prove that boarder has the financial resources to self-insure for the value of the horse. Boarder should contact their insurance agent with regard to these and other coverages available.

14. INDEMNIFICATION AND HOLD HARMLESS. Boarder shall indemnify, defend and save harmless GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them, of and from; (i) any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any damage or injury to any third person or persons or to the property of any third person caused or allegedly by horse while it is in the care and custody of GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them; and (ii) any and all claims, demands, causes of action, damages, costs, expenses, loss, liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising, out of or in any manner connected with the horse, including without limitation, death or injury of such horse, which is caused or alleged to be caused by the acts or omissions of GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them. At boarder's own cost, expense, and risk, boarder shall (a) defend any and all suits, arbitrations or other proceedings that may be brought or instituted by third persons or by the legal owner of the horse (where boarder is not the legal owner) against GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them, in connection with any of the foregoing incidents specified in sub-paragraphs (i) through (ii), above; and (b) shall indemnify and reimburse said parties for any and all costs or expenses incurred in enforcing the indemnity granted in this section. GRF, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them shall have the right to select its own counsel to defend any claim within the scope of this section at boarder's expense. In recognition that the services of the Equestrian Center hereunder will be performed by GRF upon ranch facilities owned by third parties (under appropriate contractual arrangements), boarder shall further indemnify, defend and save harmless the owner of the ranch facilities its employees, principals, agents, successors, assigns, or any of them (collectively, indemnified party/parties), from and against any of the incidents specified in sub-paragraphs (i) through (ii), above, and to defend each indemnified party and indemnify each indemnified party to the same extent specified in sub-paragraphs (a) through (b) above.

15. MEDIATION. If any dispute arises out of or related to this agreement, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum. The parties agree to act in good faith and reasonably cooperate with each other in selecting a mediator. No written or oral representation made during the course of any mediation shall be deemed a party admission. Any dispute arising out of this contract shall be resolved in Orange County, California.

Tolling of the statute of limitations. The parties agree that any applicable statute of limitations shall be tolled during the pendency of any mediation proceedings, which tolling will begin as of the date a demand for mediation is delivered by one party to the other party.

16. TERMINATION OF THIS AGREEMENT

- a. Termination by GRF. Boarder may be asked to leave at any time for safety, finance, or other justifiable reasons by the Equestrian Center supervisor. Boarder will be given a written notice to remove their horse(s) within thirty (30) days from the date of the notice authorized by the Equestrian Center supervisor, the Recreation and Special Events Department and GRF. Upon receiving notice of termination, boarder is limited to facility access during business hours and may not purchase or use additional services. No guests of a terminated boarder will be allowed on site during the eviction process; except to assist with removal of horse and personal property. In the event that the effective date of termination of this agreement occurs after the first day of the month, any prepaid boarding fees shall be prorated and refunded to boarder once the horse has permanently left the facility.
 - Any horse or equipment left beyond the date listed on the termination notice will incur a penalty fee of \$_____ for each day that the horse or equipment remains.
 - Only installed stall mats may be left on premises if special permission is given by the Equestrian Center supervisor. The stall mats will be allowed to be used by the next boarder to occupy the stall.
 - Any boarder who is past the termination date must be accompanied by Equestrian Center staff or GRF Security Services staff when entering the Equestrian Center and may not use the arenas, hot walker or any other Equestrian Center amenities at any time.
 - Any boarder past their termination date will only be allowed basic care and standard boarding. No care services, extra shavings, extra hay, training or helpers handling the horse will be allowed.
 - There is no appeal process available for termination. Any questions or concerns should be discussed with the Equestrian Center supervisor and/or GRF's Recreation and Special Events Department.
- b. Termination by boarder. In the event that boarder desires to terminate this agreement, boarder agrees that he or she shall give at least thirty (30) days written notice of such termination to GRF, and to remove boarder's horse(s) and vacate the Equestrian Center on or before the effective date of such termination. In the event that the effective date of termination occurs after the first day of the month, the boarding fees for the final month shall be prorated, provided thirty (30) days' advance written notice has been delivered to GRF. No refund will be provided for unused access fees for that month.
- c. When boarding is terminated by boarder. If the boarder is not an owner or resident, then boarder must provide the owner or resident with a copy of the written notice of termination. This notice will provide the final date that the horse and associated equipment must vacate the Equestrian Center. The notice is not required to list the cause of termination.

17. WAIVER, AMENDMENT OR MODIFICATION. No provisions of this agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment modification is in writing and signed by the party against whom the enforcement of such wavier, amendment or modification is sought. The failure of GRF and the Equestrian Center to enforce any of the provisions of this agreement shall not be constructed as a waiver of such provision or of the right of GRF and the Equestrian Center thereafter to enforce such provisions.

18. NOTICE. In the event any notice is to be given under the terms of this agreement, or if any party hereto desires to give notice to any other party of this agreement, such notice shall be in writing, and may be personally delivered or sent by certified mail, return receipt requested, to the addresses shown above. If such notice is delivered personally, it shall be effective upon such delivery; if mailed, it shall be deemed delivered and effective within forty-eight (48) hours after having been deposited in a United States post office.

- 19. ENTIRE AGREEMENT.** The terms of this agreement are intended by the parties as a final expression of their agreement with respect to such terms are included in this agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic whatsoever may be introduced in any judicial proceeding, if any, involving this agreement. No agreement shall be deemed to exist or to bind any of the parties hereto unless such representation, warranty, condition, understanding or agreement is reduced to writing and mutually agreed to by the parties hereto and expressly incorporated herein.
- 20. ATTORNEY'S FEES.** In the event that any suit, arbitration or action may be brought or instituted by the parties hereto, for any purpose under or in connection with this agreement, the prevailing party shall be entitled to receive from the losing party all costs of suit, including reasonable attorney's fees and costs. In the event that GRF engages the services of any attorney to enforce any provision of this agreement, and GRF is successful in so enforcing this agreement, boarder shall pay GRF the reasonable attorney's fees and expenses incurred by GRF for such enforcement, whether or not a lawsuit is brought.
- 21. GOVERNING LAW, JURISDICTION AND VENUE.** This agreement shall be governed by and be constructed in accordance with the laws of the State of California. The parties agree that in the event any legal action or other legal proceeding is instituted, notwithstanding the requirements for mediation of all controversies and disputes provided herein, the Superior Court of Orange Country, California, will be the exclusive legal forum for the resolution of any dispute which may arise out of or be in any manner connected with this agreement, and the parties hereto hereby submit to the exclusive jurisdiction and venue of the Superior Court of Orange Country, California.
- 22. SUCCESSORS AND ASSIGNS.** This agreement shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. Boarder, however, shall not have the right to assign any rights or delegate any duties under this agreement without the prior written consent of GRF.
- 23. PHOTOGRAPHER'S RELEASE AGREEMENT.** I permit the use of activity/event photography and/or video of myself for GRF's marketing and promotion.
- 24. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This agreement may be executed in counterparts, each of which, when all parties hereto have signed this agreement, shall be deemed an original. The counterparts of the agreement may be executed and delivered by electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

IN WITNESS WHEREOF, the parties hereto executed this agreement as of the date first above written.

Golden Rain Foundation of Laguna Woods

Boarder/Member

Boarder/Nonmember

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RESOLUTION 90-22-XX
Equestrian Center Horse Boarding Agreement

WHEREAS, the Recreation and Special Events Department manages the Equestrian Center's daily operation; the department's responsibilities include, but are not limited to, managing the resident boarding and riding programs, outdoor social events, horse trailer storage, horse feeding, trails and facility maintenance; and

WHEREAS, boarders are required to sign a release, waiver of liability and indemnity agreement and complete required forms for transportation, emergency treatment, rider and helper authorization and acknowledge and agree to the GRF Equestrian Center Operating Rules. Additionally, all boarders must meet insurance requirements and provide proof; and

WHEREAS, A boarding agreement is crucial for both the boarding stable and the horse owner; it sets responsibilities and governs potential liability issues and any emergencies that could arise; and

WHEREAS, legal counsel advised GRF to develop a boarding agreement to limit liability; noting either party should be able to terminate the agreement without cause on a certain number of days' notice. Further, the agreement should allow GRF to terminate the lease agreement with cause under certain circumstances geared towards protecting the health and safety of the horses, people, and the facility. Termination should also be allowed for nonpayment; and

WHEREAS, recommendations were received from staff and committee members to ensure safety and compliance. The presented boarding agreement addresses horse injury and death, boarder injury and death, personal property damage and loss, third-party lawsuits, termination, abandonment and unpaid fees. GRF legal counsel has reviewed and approved the Horse Boarding Agreement; and

WHEREAS, on October 13, 2022, the Community Activities Committee approved the Equestrian Center Horse Boarding Agreement as presented;

NOW THEREFORE BE IT RESOLVED, December 6, 2022 the Board of Directors of this Corporation hereby adopts the Equestrian Center Horse Boarding Agreement as presented and attached to the official minutes; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

November Initial Notification

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

STAFF REPORT

DATE: December 6, 2022
FOR: Board of Directors
SUBJECT: Insurance Renewal Funding

RECOMMENDATION

Staff recommends increasing the letter of credit (LOC) from \$2,050,000 to \$2,325,000 as required collateral for the workers compensation insurance policy. The expense associated with increasing the LOC is \$2,750 and will be paid from the Operating Fund.

BACKGROUND

To meet the collateral requirements of the workers compensation carrier, a LOC is issued by the bank. Carriers request collateral as security to ensure payment of workers compensation benefits in the event of a default. The amount of collateral required is based on an independent actuarial analysis of the projected ultimate retained loss for the workers compensation program.

DISCUSSION

The workers compensation program was previously with Travelers Insurance and has been bound with Safety National since the October 1, 2018 renewal. At the October 1, 2021 insurance renewal, workers compensation insurance coverage was bound with Safety National, with a current collateral requirement of \$2,050,000. At the October 1, 2022 insurance renewal, workers compensation insurance coverage was bound with Safety National with a requirement of an additional \$275,000 in collateral.

FINANCIAL ANALYSIS

The current annual LOC expense for \$2,050,000 is \$20,500 and would increase \$2,750 to \$23,250 based on the required increase in collateral. The expense associated with increasing the LOC will be paid from the Operating Fund. Also, it should be noted the additional \$275,000 in collateral will need to be transferred from the GRF Operating account to the savings account where it will miss out on potential investment income of \$6,875 per year assuming a 2.5% return on treasury bills.

Prepared By: Dan Yost, Risk Manager

Reviewed By: Jose Campos, Assistant Director of Financial Services
Steve Hormuth, Director of Financial Services

ATTACHMENT(S)
ATT 1 – Resolution

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RESOLUTION 90-22-XX

WHEREAS, the Golden Rain Foundation maintains a letter of credit with Bank of America in an amount sufficient to meet collateral requirements for the workers compensation insurance policy; and

WHEREAS, Safety National, the workers compensation insurance provider, requires an increase in the letter of credit by \$275,000 to meet collateral requirements for renewal of the workers compensation policy.

NOW THEREFORE BE IT RESOLVED, that on December 6, 2022 the Board authorizes an increase in the letter of credit with Bank of America from \$2,050,000 to \$2,325,000; and

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

November Initial Notification

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

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ENDORSEMENT (to board)

Garden Center Rental Fees

Jose Campos presented a staff report provided by the CAC recommending the board to approve the proposed schedule of Garden Rental Fees with effective date January 1, 2023.

A motion was made and moved by Director Addington to accept and endorse this recommendation to be presented at the next Board meeting. Director Azar Asgari seconded. Discussion ensued. Hearing no objections, the motion passed by unanimous decision.

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STAFF REPORT

DATE: December 6, 2022
FOR: Board of Directors
SUBJECT: Garden Center Rental Fee Review

RECOMMENDATION

Review and approve the proposed Schedule of Garden Center Rental Fees with an effective date of January 1, 2023.

BACKGROUND

The Garden Center Rental Fees administered by the Golden Rain Foundation of Laguna Woods (GRF) Board of Directors adhere to the Shared Cost Guidelines established in Resolution 90-12-132 (ATT1), whereby certain fees can be imposed upon users of various recreation facilities in order to control crowding and minimize over-usage, and to recover operating costs.

During December 3, 2019 board meeting of GRF, the Board adopted the Garden Center Rental Pricing Policy through Resolution 90-19-61 (ATT2). The 2019 Pricing Policy adopted a shared cost for Garden Plots and Shade Area Benches of 68% while Tree Plots have a shared cost of 82%. Combined, the plots have a blended shared cost of approximately 73%.

DISCUSSION

To ensure Garden Center Rental Fees are being reviewed regularly and that revenues earned from fees are sufficient to offset a consistent and agreed upon share of costs, staff compiled a five-year analysis of revenues and expenses including a percent funded by fees. In accordance with the fee review process established in August 2022, fees with annual revenues of less than \$100K will be reviewed once every five years. As part of said review, staff will compare garden center revenues earned through fees to expenses incurred. Staff will then propose fee changes (increase/decrease) to ensure the shared costs stay within a set percentage.

5 Year Fee Review	Actual 2019	Actual 2020	Actual 2021	Budget 2022	Budget 2023	Proposed 2023
Revenue	\$45,583	\$57,451	\$57,108	\$57,400	\$75,400	\$77,233
Expense						
Compensation	79,634	92,376	79,778	136,737	142,563	142,563
Utilities	50,617	67,550	78,007	63,553	66,734	66,734
Other *	59,434	27,622	70,594	71,586	74,618	74,618
Total Expense	\$189,685	\$187,548	\$228,389	\$271,876	\$283,915	\$283,915

5 Year Fee Review Cont.	Actual 2019	Actual 2020	Actual 2021	Budget 2022	Budget 2023	Proposed 2023
Percent Funded by Fees	24%	31%	25%	21%	26%	27%
Percent Shared	76%	69%	75%	79%	74%	73%

* Other Expense: Materials & Supplies, Outside Services and Depreciation

The proposed 2023 revenues of \$77,233 include Garden and Tree Plot Rental Revenue of \$76,752 and Shade Area Bench Rental Revenue of \$481. The proposed Garden Center Fees are listed in the table below, see also ATT3.

Proposed Schedule of Garden Center Rental Fees

Plot Type	2022 Annual Fee Current	2023 Annual Fee Proposed	Change
Garden Plots	\$57.00	\$72.00	\$15.00
Tree Plots	\$57.00	\$72.00	\$15.00
Shade Area Bench	\$11.00	\$13.00	\$2.00

FINANCIAL ANALYSIS

If approved, the Schedule of Garden Center Rental Fees will reflect total expenses covered by fees of 27% and a cost shared by the community of 73%, consistent with Resolution 90-19-61 (ATT2). The proposed change in Garden Center Rental Fees would increase revenue by an estimated \$19,833 in 2023, as compared to 2022 Budgeted revenues. While the proposed change increases the 2023 Garden Center revenues to \$77,233, or \$1,833 in excess of the approved 2023 GRF Business Plan, no changes will be made to 2023 Budgeted Revenue of \$75,400.

Prepared By: Steve Hormuth, Director of Financial Services

Reviewed By: Brian Gruner, Recreation and Special Events Director
Jose Campos, Assistant Director of Financial Services

Attachment(s): ATT 1 – Shared Cost Guidelines GRF Resolution 90-12-132
ATT 2 – Garden Center Rental Pricing Policy Resolution 90-19-61
ATT 3 – Garden Center Rental Pricing Analysis
ATT 4 – Resolution 90-22-XX

Committee Routing: GRF Finance Committee October 19, 2022



RESOLUTION 90-12-132

GUIDELINES FOR SHARED COSTS AND FEES

RESOLVED, November 6, 2012, that the following Guidelines for the sharing of costs and for the levying and collection of fees reflect the policies and practices which have developed over the history of Laguna Woods Village. The Guidelines are subject to change from time to time at the discretion of the Golden Rain Foundation Board of Directors (GRF).

A. General Principles and the Shared Cost Concept:

I. Shared costs are costs of furnishing, maintaining, or operating facilities and services which all Laguna Woods Village residents use or enjoy, or have the right to use or enjoy. They are costs budgeted as Golden Rain Foundation operating or reserve expenditures shared equally throughout Laguna Woods Village by manor. The monthly assessment by each manor ownership reflects an equal portion of these costs per the amended Trust Agreement dated March 30, 1964, Paragraph 6: "Golden Rain costs shall be included in monthly assessment on a pro-rata basis to members of respective corporations."

II. Reasonable fees may be imposed pursuant to the Trust Agreement, as amended.

B. Exceptions to the Shared Cost Concept:

I. Utilization Control

In order to control crowding, to minimize over-usage, or to impose reasonable limitations on guests, fees may be imposed on users of a shared cost facility or service.

II. Financial Support of a Facility/Service

Reasonable fees may be imposed on the users of a new or existing shared cost facility or service if GRF determines that fees would be appropriate to help offset costs and reduce assessments.

III. Exclusive Use of Facility by Resident

Where only a small number of residents are allowed access to a facility, GRF may impose a fee to recover certain costs of operating that facility.

C. Special Facilities:

Since the inception of Laguna Woods Village, two facilities have consistently been declared to be free from the imposition of fees for use thereof by Laguna Woods Village residents.

I. The first of such special facilities is the aquatics and necessary related facilities. The special classification of aquatics derives from the view traditionally held by the Laguna Woods Village community that the "swimming pool" is an integral part of residential real property.

II. The second such special facility is the Laguna Woods Village Transportation System. Its special classification derives from assurances of the original developer that the community bus system would furnish certain fare-free bus transportation to Laguna Woods Village residents. Rendition of this free bus service has been endorsed and continued by the first and subsequently elected Golden Rain Foundation Boards of Directors.

Additionally, there are other facilities where it would be difficult to collect fees or where it may not prove to be cost effective.

D. Definition of Fees:

Inasmuch as GRF provides multipurpose facilities and services, a formula for determining fees shall be applied to each such facility or service separately in order to determine an appropriate fee amount. When establishing fees, GRF will review direct costs of operating the facility, reserve requirements for equipment and facility improvements, **and** utilization.

I. Facilities Fee - A payment imposed on the user of a shared facility in order to control use or recover a portion of the facility costs. The fee should represent an equitable and reasonable division of cost between the user and the monthly assessment.

II. Administrative Service Fee - A payment imposed on the user of a service provided by administrative personnel of the Managing Agent or a contracted service provider.

III. Entertainment Fee - A fee assessed to individuals for a Recreation coordinated event.

IV. Additional Occupant Fee - A payment imposed for each additional occupant over two in a manor, whether owner or tenant, for the right to use community facilities or services.

V. Nonresident/Guest Fees - A payment imposed on a nonresident, including all non-Laguna Woods Village organizations, for use of a community facility or service.

In the event that the owner(s) of any manor shall lease said manor to a tenant or tenants, such tenant(s) shall be entitled to the use of all GRF facilities or services as aforesaid during the term of said lease and the owner(s) shall not be entitled to such use of said facilities or services.

RESOLVED FURTHER, that Resolution G-89-115 adopted November 7, 1989 is hereby superseded and cancelled; and

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



RESOLUTION 90-19-61

Garden Center Pricing Policy

WHEREAS, according to Resolution 90-12-132, which established guidelines for shared costs and certain fees, can be imposed upon users of various recreational facilities in order to control crowding, to minimize over-usage, and to recover operating costs.

WHEREAS, the Board periodically reviews fees as part of the business planning process to determine adequacy of revenues and shared costs and their adoption of the 2020 Business Plan included certain fee changes.

NOW THEREFORE BE IT RESOLVED, December 3, 2019, that the Board of Directors of the Corporation hereby adopts the GRF Garden Center Pricing Policy:

Garden Center Rental Pricing Policy

- Garden Plot Rental Fee shall be charged annually for each type of plot (Garden Plot, Tree Plot, and Shade Area Bench)
- The Plot Rental Fee, rounded up to the nearest dollar, shall be based on the estimated annual per square foot cost of the facility applied to the maximum square feet per size category of Garden plots and the average square feet for Tree and Shade Area Bench Plots; and will be adjusted annually on the basis of annual operational costs, capital costs, and the percentage(s) shared (subsidized) by the community at large as illustrated in the table below:

Plot Type	Percentage Shared by the Community*
Garden Plots	68
Tree Plots	82
Shade Area Bench	68

*Per Resolution 90-12-132, Guidelines for
Shared Costs & Fees, 1% to 99%

If grandfathered up to 400 Sq. Ft., the resident will pay for two Garden plots.

- The GRF Board of Directors will periodically review the estimated annual cost of each plot type and determine what shared percentage to apply in



order to maintain an equitable and reasonable division between the user and the monthly assessment (per Resolution 90-12-132, Guidelines for Shared Costs and Fees)

RESOLVED FURTHER, that rototilling and plot clean-up services will become chargeable services and shall be removed from the Fee Schedule;

RESOLVED FURTHER, that this resolution shall be effective January 1, 2020 at which time Resolution 90-17-05 adopted February 7, 2017, is hereby superseded and canceled; and

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

2022 Garden Center Fee Review

Proposed Effective Date: Jan 1, 2023

2023 WC 521 Expenses	Budgeted Expense	Source
Compensation & Related	\$142,564	Budget Comparison Report
Materials & Supplies	\$11,500	Budget Comparison Report
Utilities (Water & Trash)	\$66,734	Budget Comparison Report
Outside Services	\$9,077	Budget Comparison Report
Other Operating	\$1,000	Budget Comparison Report
Property Taxes	\$275	Budget Comparison Report
Allocations	\$8,765	Budget Comparison Report
Depreciation	\$44,000	Estimated: 2022 Plus Increase
Total Facility Expense	\$283,915	

Plot Type	Square Feet	Number of Plots
Garden Plots	163,281	809
Tree Plots	92,022	257
Shade House	1,344	37
Total Square Footage	256,647	1,103

Expense Per Square Foot	\$1.11	
Expense Per Plot		\$257.40

Plot Type	Plot Size in Sq. Ft.	Annual Cost	Shared % Res 90-19-61	% Resident Pays	Annual Fee Rounded Up
Garden Plots	202	\$223.46	68%	32%	\$72.00
Tree Plots	358	\$396.04	82%	18%	\$72.00
Shade House Plots	36	\$39.82	68%	32%	\$13.00
Totals			73%	27%	

Plot Type	Current Fee	Projected 2022 Revenue	Proposed Fee	Proposed Revenue	Fee Change	Revenue Change \$	Revenue Change %
Garden Plots	\$57.00	\$46,113	\$72.00	\$58,248	\$15.00	\$12,135	26%
Tree Plots	\$57.00	\$14,649	\$72.00	\$18,504	\$15.00	\$3,855	26%
Shade House Plots	\$11.00	\$407	\$13.00	\$481	\$2.00	\$74	18%
Totals		\$61,169		\$77,233		\$16,064	

Non-Assessment Revenue

43001000 - Garden Plot Revenue	\$76,752
43001500 - Shade House Rental Space	\$481
Total Rentals	\$77,233

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RESOLUTION 90-22-XX
Garden Center Rental Fees

WHEREAS, resolutions 90-12-132, 90-18-03, 90-12-12 and 90-16-18 established guidelines for shared costs and fees; certain fees can be imposed upon users of various recreational facilities to control crowding, mitigate over-usage, and recover operating costs; and

WHEREAS, the Garden Center fees administered by the Golden Rain Foundation of Laguna Woods Board of Directors adhere to the Shared Cost Guidelines established in Resolution 90-12-132, whereby certain fees can be imposed upon users of various recreation facilities in order to control crowding and minimize over-usage, and to recover operating costs; and

WHEREAS, in accordance with the fee review process established in August 2022, fees with annual revenues of less than \$100K will be reviewed once every five years. Staff will then propose fee changes (increase/decrease) to ensure the shared costs stay within a set percentage; and

WHEREAS, staff recommends the percent of Garden Center expenses to be funded by fees shall equal approximately 73% while the percentage of costs to be shared by all residents shall equal approximately 27%; and

WHEREAS, the proposed 2023 revenues of \$77,233 include Garden and Tree Plot Rental Revenue of \$76,752 and Shade Area Bench Rental Revenue of \$481. The proposed Garden Center Fees are listed in the table below:

Proposed Schedule of Garden Center Rental Fees

Plot Type	2022 Annual Fee Current	2023 Annual Fee Proposed	Change
Garden Plots	\$57.00	\$72.00	\$15.00
Tree Plots	\$57.00	\$72.00	\$15.00
Shade Area Bench	\$11.00	\$13.00	\$2.00

; and

WHEREAS, at the September 8, 2022 CAC meeting, the committee recommended the proposed staff recommendation of the proposed Schedule of Garden Center Rental Fees with an effective date of January 1, 2023; and

WHEREAS, at the October 19, 2022 Finance Committee meeting, the committee affirmed the CAC recommendation of the proposed Schedule of Garden Center Rental Fees with an effective date of January 1, 2023;

NOW THEREFORE BE IT RESOLVED, December 6, 2022 the Board of Directors of this Corporation hereby adopts the proposed Schedule of Garden Center Rental Fees with an effective date of January 1, 2023; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

November Initial Notification

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



RESOLUTION 90-22-XX

GRF Committee Appointments

RESOLVED, December 6, 2022, that the following persons are hereby appointed and ratified to serve on the Committees of this Corporation:

Strategic Planning Committee

Debbie Dotson, Chair (GRF)
James Hopkins (GRF)
Gan Mukhopadhyay, Alternate (GRF)
Nathaniel Ira Lewis (Third)
Mary Simon (United)
Reza Bastani (United)
Ryna Rothberg (Mutual 50)
Advisor: Dick Rader

Community Activities Committee

Yvonne Horton, Chair (GRF)
Elsie Addington (GRF)
Joan Milliman, Alternate (GRF)
~~Annie McCary (Third)~~
Jules Zalon, Alternate (Third)
Mark Laws (Third)
Diane Casey (United)
Pearl Lee (United)
Ryna Rothberg, (Mutual 50)
Advisors: Roland Boudreau, Ajit Gidwani

Finance Committee

James, Hopkins, Chair (GRF)
Elsie Addington (GRF)
Debbie Dotson, Alternate (GRF)
Donna Rane-Szostak (Third)
Mark Laws (Third)
Azar Asgari (United)
Thomas Tuning (United)
~~Al Amado (Mutual 50)~~

Sue Stephens, Alternate (Mutual 50)
Advisor: Rosemarie diLorenzo

Information Technology Advisory Committee (ITAC)

James Hopkins, Chair (GRF)
Bunny Carpenter (GRF)
Deborah Dotson (GRF)
Diane Casey (United)
Thomas Tuning (United)
Mark Laws (Third)
Advisor: Sue Margolis

Landscape Committee

Juanita Skillman, Chair (GRF)
~~Reza Karimi (GRF)~~
Yvonne Horton, ~~Alternate~~ (GRF)
Diane Casey (United)
Lenny Ross (United)
Jules Zalon (Third)
Nathaniel Ira Lewis (Third)
~~Annie McCary, Alternate (Third)~~
Vacant (Mutual 50)
Advisor: Lynn Jarrett, ~~Catherine Brians~~

Maintenance & Construction Committee

Reza Karimi, ~~Chair~~ ~~Alternate~~ (GRF)
Egon Garthoffner, ~~Chair~~ ~~Alternate~~ (GRF)
Gan Mukhopadhyay, ~~Co-Chair~~ (GRF)
James Cook (Third)
Ralph Engdahl (Third)
Cush Bhada, Alternate (Third)
Reza Bastani (United)
Mary Simon (United)
Sue Stephens (Mutual 50)
Advisors: ~~Steve Leonard~~, Bill Walsh, Carl Randazzo, Ajit Gidwani

Clubhouse Renovation Ad Hoc Committee

Egon Garthoffner, Chair (GRF)
Gan Mukhopadhyay, ~~Co-Chair~~ (GRF)
Deborah Dotson (GRF)
Reza Karimi (GRF)

Cush Bhada (Third)
Ralph Engdahl (Third)
Reza Bastani (United)
Mary Simon (United)
Advisors: Ajit Gidwani, Carl Randazzo, Bill Walsh

Media and Communications

Joan Milliman, Chair (GRF)
~~Juanita Skillman (GRF)~~
Elsie Addington (GRF)
Deborah Dotson, Alternate (GRF)
Annie McCary (Third)
James Cook (Third)
Cris Prince, Alternate (Third)
Anthony Liberatore (United)
Maggie Blackwell (United)
Ryna Rothberg, (Mutual 50)
Advisors: Carmen Pacella, Tom Nash, Lucy Parker, Theresa Frost, Lynn Jarrett, Catherine Brians

Website Ad Hoc Committee

Joan Milliman, Chair (GRF)
Debbie Dotson (GRF)
~~Elsie Addington, Alternate (GRF)~~
Anthony Liberatore (United)
Azar Asgari (United)
Annie McCary (Third)
Mark Laws, Alternate (Third)
Advisors: Lucy Parker, Diane Phelps, Lynn Jarrett

Broadband Ad Hoc Committee

Joan Milliman, Chair (GRF)
Jim Hopkins (GRF)
Debbie Dotson (GRF)
Cris Prince (Third)
Jim Cook (Third)
Diane Casey (United)
Maggie Blackwell (United)
Margaret Bennett (Mutual 50)

Mobility & Vehicles Committee

Don Tibbetts, Chair (GRF)

Egon Garthoffner (GRF)
Elsie Addington, Alternate (GRF)
James Cook, Alternate (Third)
Cush Bhada (Third)
Azar Asgari (United)
Vacant (United)
Margaret Bennett (Mutual 50)
Sue Stephens, Alternate (Mutual 50)
Advisor: Vashi Williams

Security and Community Access

Don Tibbetts, Chair (GRF)
~~Juanita Skillman (GRF)~~
~~Reza Karimi (GRF)~~
~~Annie McCary (Third)~~
Cris Prince (Third)
Donna Rane-Szostak, Alternate (Third)
Cash Achrekar (United)
Maggie Blackwell (United)
Sue Stephens (Mutual 50)
Margaret Bennett, Alternate (Mutual 50)

OTHER COMMITTEES:

Disaster Preparedness Task Force

Eric Nunez, Chair
Juanita Skillman (GRF)
Gan Mukhapadhyay (GRF)
James Cook (Third)
Donna Rane-Szostak, Alternate (Third)
Anthony Liberatore (United)
John Carter (Mutual 50)
Advisors: Tom Soule, Bruce Bonbright

Laguna Woods Village Traffic Hearings

(Chair will alternate between Boards)
Elsie Addington (GRF)
Deborah Dotson, Alternate (GRF)
Mark Laws, Alternate (Third)
Cash Achrekar, Alternate (United)
Pearl Lee (United)
Jules Zalon (Third)
Board Members by Rotation (Mutual 50)

Purchasing Ad Hoc Committee

Bunny Carpenter, Chair (GRF)
Jim Hopkins (GRF)
Mark Laws (Third)
Donna Rane-Szostak (Third)
Ralph Engdahl, (Third)
Thomas Tuning (United)
Lenny Ross (United)
Advisor: Carl Randazzo,

Select Audit Task Force

James Hopkins (GRF)
Diane Phelps (GRF)
Cynthia Rupert (United)
Peggy Moore (Third)

Insurance Ad Hoc Committee

Bunny Carpenter, Chair (GRF)
Anthony Liberatore (United)
Lenny Ross (United)
Cris Prince (Third)
Mark Laws (Third)
Jim Cook (Third)
Yvonne Horton (GRF)
Reza Karimi (GRF)
Juanita Skillman (GRF)
Advisors: Bob Laux

Compliance Ad Hoc Committee

Bunny Carpenter, Chair (GRF)
Maggie Blackwell (United)
Pearl Lee (United)
Mark Laws (Third)
Annie McCary (Third)
Joan Milliman (GRF)
Juanita Skillman (GRF)
Reza Karimi (GRF)

Correspondent – Elsie Addington (GRF)
El Toro Water District – Juanita Skillman (GRF)

RESOLVED FURTHER, that Resolution 90-22-50 adopted November 1, 2022,
is hereby superseded and cancelled; and

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

STAFF REPORT

DATE: December 6, 2022
FOR: Board of Directors
SUBJECT: Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and Joint Hearing Body

RECOMMENDATION

The Board of Directors adopt the amended Anti-Harassment, Anti-Abuse and Anti-Intimidation and Joint Hearing Body.

BACKGROUND

The Board of Directors of Golden Rain Foundation (“GRF”), United Laguna Woods Mutual (“United”), and Third Laguna Hills Mutual (“Third”) recognize the need for a clear and consistent policy to address claims of harassment, abuse and intimidation by members, residents, guests, board directors, board advisors and Village Manage Service (VMS) employees.

Since at least May 2022, the board presidents and VMS Board chair have collaborated with Jeffrey C. Beaumont, Esq. to develop the policy and charter for a joint hearing body. The proposed policy provides guidance relative to harassing, abusive, and/or intimidating behavior and issues a mechanism for addressing such behavior by the Anti-Harassment, Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee.

On September 6, 2022, the GRF Board of Directors unanimously adopted the Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and authorize the formation of a Joint Hearing Body (Resolution 90-22-39).

On September 20, 2022, the Third Board of Directors elected to not adopt the Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and Joint Hearing Body.

On November 8, 2022, the United Board of Directors adopted the Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and authorize the formation of a Joint Hearing Body (Resolution 01-22-73).

DISCUSSION

The purpose of the amendment is to reflect only GRF and United’s participation in the policy. References for Third have been removed.

FINANCIAL ANALYSIS

None.

Prepared By: Francis Gomez, Operations Manager

Reviewed By: Jacob M. Huanosto, Interim Compliance Supervisor

ATTACHMENT(S)

Attachment 1: Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy

Attachment 2: Flow Chart

Attachment 3: Charter of Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee

Attachment 4: Resolution 90-23-XX



Golden Rain Foundation and, United Laguna Woods Mutual ~~and Third Laguna Hills Mutual~~

**Joint Hearing Body Committee
Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy
Resolution 90-22-39; Adopted September 6, 2022 and
Resolution 01-22-73; Adopted November 8, 2022**

I. Purpose

Harassment, abuse and intimidation is strictly prohibited in the community. The boards of directors of Golden Rain Foundation ("GRF"), ~~Third Laguna Hills Mutual ("Third")~~, United Laguna Woods Mutual ("United") and Village Management Services ("VMS") require a clear and consistent policy to address claims of harassment, abuse and intimidation. This Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy ("Policy") provides guidance relative to such behavior and guidelines for addressing same by the Anti-Harassment, Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee.

This policy applies to:

- a. Members;
- b. Residents;
- c. GRF, United, ~~Third~~ and VMS board directors and advisors; and
- d. Member or resident guests.

The claims of harassment, abuse and/or intimidation may be against:

- a. Members;
- b. Residents;
- c. GRF, ~~Third~~, United and VMS board of directors and advisors;
- d. Member or resident guests; and
- e. VMS employees.

VMS investigates incidents of harassment, abuse and/or intimidation from an employer's standpoint pursuant to the VMS Anti-Harassment Policy, and by necessary implication, there will be overlap when an employee is harassed by any of the foregoing and vice-versa.

This Policy has been adopted by the boards of directors of GRF, ~~Third~~ and United in the exercise of their respective duties to maintain, protect and enhance the value and desirability of Laguna Woods Village and the interests of all of its members.

II. Definitions

- a. Abuse - See details under Conditions for Abuse.

- b. Anti-Harassment, Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee ("Committee") - A hearing body formed via charter by the boards of directors of GRF, ~~Third~~ and United to address claims of harassment, abuse and intimidation by members; residents; GRF, ~~Third~~, United and VMS boards of directors and advisors; and member or resident guests. Claims may involve members; residents; GRF, ~~Third~~, United and VMS boards of directors and advisors; member or resident guests; and VMS employees.
- c. Community - Laguna Woods Village, including, but not limited to, the community center, gate houses, clubhouses and amenities.
- d. Claimant - Member, resident, board member, advisor, member or resident guest who submits a claim of alleged harassment, abuse and/or intimidation ("claim") involving member, resident, board member, advisor, member or resident guest, and/or employee.
- e. Director - A board member from GRF, ~~Third~~, United or VMS boards of directors.
- f. Governing documents - All of the following, collectively: articles of incorporation, bylaws, ~~CC&Rs~~, rules and regulations, and resolutions or policies duly adopted by boards of directors of United (including occupancy agreement) ~~and~~, GRF ~~and Third~~; all as may be lawfully amended or modified from time to time.
- g. Harassment - See details under Conditions for Harassment.
- h. Intimidation - See details under Conditions for Intimidation.
- i. Member - Any person who is an owner of a unit in ~~Third's or~~ United's development who has been approved for membership in ~~Third or~~ United in accordance with the governing documents.
- j. Resident - An approved occupant of a residence in Laguna Woods Village.
- k. Respondent - Member, resident, board member, advisor, member or resident guest, or employee who is the subject of harassment, abuse and/or intimidation claim.
- l. Staff - Employees of VMS authorized to act on behalf of GRF, ~~Third~~ and United.

III. Conditions for Harassment

Below are various definitions and descriptions of harassment under both federal and California law:

- a. Federal law: Under federal law, "harassment" is defined to mean "a serious act or a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose" (18 U.S.C.A. §1514[d][1][B]).
- b. California law: California Law: California defines "harassment" as unlawful violence, a credible threat of violence or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys or harasses that person, and that serves no legitimate purpose (Code of Civil Procedure §527.6[b][3]).
- c. Department of Housing and Urban Development (HUD) "Final Rule": Recent federal regulations/guidelines enacted by the Department of Housing and Urban Development (HUD) impose certain obligations on GRF ~~and~~, United ~~and Third~~ with regard to the investigation and treatment of reported

harassment. The new guidelines, adopted in August 2016, were enacted in an effort to further define and address housing discrimination in the form of harassment. In that regard, HUD's new guidelines now deem any form of harassment in housing or within housing developments a form of illegal discrimination. Based on HUD's guidelines, homeowners' associations, including GRF ~~and~~, United ~~and Third~~, are considered housing providers, and as such are required to evaluate alleged harassment to investigate whether a resident is being subjected to harassment to the extent that it may amount to illegal housing discrimination. Pursuant to the guidelines, GRF ~~and~~, United ~~and Third~~ are required to investigate all reported claims of potential harassment of residents and, as appropriate, take all action permitted under the governing documents to address such harassing behavior (24 CFR 100.600).

IV. Conditions for Abuse

Below are various definitions and descriptions of abuse under both federal and California law:

- a. Federal law: Under federal law, "abuse" is defined to mean "the knowing infliction of physical or psychological harm or the knowing deprivation of goods or services that are necessary to meet essential needs or to avoid physical or psychological harm" (42 USC §1397[j]).
- b. California law: Under California law, "abuse" includes, but is not limited to, intentionally or recklessly causing or attempting to cause bodily injury, sexual assault and placing a person in reasonable apprehension of imminent serious bodily injury to that person or to another. Abuse is not limited to the actual infliction of physical injury or assault (Family Code §6203). For purposes of this Policy, "abuse" also includes conduct that creates a hostile work environment as defined under California law.

V. Conditions for Intimidation

Below are various definitions and descriptions of intimidation under both federal and California law:

- a. Federal law: Under Federal law, "intimidation" is defined to mean "a serious act or course of conduct directed at a specific person that (i) causes fear or apprehension in such person; and (ii) serves no legitimate purpose" (18 USC §1514[d][1]).
- b. California law: Under California law, the definition of "intimidation" was noted "to make timid or fearful; to inspire or affect with fear; to make fearful; to frighten ... to deter, as by threats. ..." (In re Bell, 19 Cal. 2d 488, 122 P.2d 22 [1942][dissent]).

VI. Examples of Harassment, Abuse and/or Intimidation

Examples of harassment, abuse and/or intimidation in community, subject to review and interpretation by committee, may include:

- a. Physical intimidation;
- b. Threatening bodily harm or to harm one's property;
- c. Discriminatory shouting and yelling;
- d. Stalking, such as following someone around to intimidate or "make a point";

- e. Disrupting organized activities in progress, including board and committee meetings;
- f. Entering the second floor of the community center without escort or pass with intent to disrupt operations;
- g. Interfering, instructing or otherwise disrupting the work of vendors or staff;
- h. Unreasonable, hostile and/or telephone calls and/or emails without a legitimate purpose to a resident, vendor or staff;
- i. Disparaging someone;
- j. Humiliating someone; and/or
- k. Other behavior that the ordinary person would find unreasonable and/or threatening.

VII. Reporting Harassment, Abuse and/or Intimidation Claims

To report a claim, members; residents; GRF, United ~~Third~~ and VMS board directors and advisors; member and resident guests; and/or VMS employees may contact:

- a. Security Department
 - i. By telephone: 949-580-1400
- b. Compliance Division
 - i. By telephone: 949-268-2255; or
 - ii. Via email: compliance@vmsinc.org

Staff may inform the claimant to call the Security Department for documentation of the reported harassment, abuse and/or intimidation. Staff may also inform the claimant to call the Orange County Sheriff's Department ("OCSD") if harassment, abuse and/or intimidation occur.

VIII. Assessment of Harassment, Abuse, and/or Intimidation Claims

Upon receipt of claim by Security Department or Compliance Division, the following steps will occur:

- a. Security Director informs CEO/General Manager ("CEO") and Human Resources ("HR") Director of claim.
- b. CEO confers with Security Director and HR Director to determine if claim may involve harassment, abuse and/or intimidation and requires further action;
 - i. If claim does not meet definition of harassment, abuse and/or intimidation, no further action is taken.
 - ii. If claim meets definition of harassment, abuse and/or intimidation, claim will be investigated by third party or internally by Security Director or designee.
- c. CEO may implement interim administrative actions to prevent employee harassment, abuse and/or intimidation during investigation depending on facts/governing documents. Actions must not interfere with resident's rights.

IX. Investigation of Harassment, Abuse and/or Intimidation Claims

- a. If claim involves member, resident, board member, advisor, member or resident guest, investigator at direction of Security Director gathers sufficient evidence to determine whether prohibited conduct occurred (harassment, abuse and/or intimidation);

- b. If claim involves employee, investigator at direction of HR Director gathers sufficient evidence to determine whether prohibited conduct occurred (harassment, abuse and/or intimidation). VMS investigates claims from an employer's standpoint pursuant to federal and state laws regarding employees and the VMS Anti-Harassment Policy and confirmed cases of harassment, abuse and intimidation by necessary implication, there will be overlap when an employee is harassed by a member, board member and/or advisor. VMS will investigate harassment to determine what action must be taken to protect employee while investigation results will be shared with the committee to determine what action to take against the member, board member or advisor. VMS and the committee must be able to share information and the sharing of such information is therefore expressly authorized for this purpose.
- c. Legal counsel reviews investigative report to confirm findings meet legal definition(s) of harassment, abuse and/or intimidation. If claim does not meet the definition(s), no further action is taken.

X. If Harassment, Abuse and/or Harassment Claim Substantiated by Investigation – Member, Resident, Board Member, Advisor, Member or Resident Guest

- a. Pursuant to Civil Code §5855 and applicable governing documents, Compliance Division issues notice of hearing with committee to respondent, including summary of evidence;
 - i. When respondent is board member or advisor, any committee members from defendant's board do not participate in hearing. Four committee members from other boards hear and render decision on case.
- b. During disciplinary hearing, respondent has right to meet before committee in executive session.
- c. If committee finds respondent in violation of policy, committee may impose fine, suspend member privileges and/or consider legal action.
- d. Any respondent found to have violated policy may be removed as officer of their board, if serving as such, or from any committee they serve by their respective board (e.g., GRF, ~~Third~~, United and VMS).

XI. Appeal of Committee Decision - Member, Resident, Board Member, Advisor, Member or Resident Guest

- a. Committee disciplinary decisions against respondent are subject to appeal to their respective corporation's board. If VMS board member is respondent, appeal would be to mutual board in which respondent resides.
 - i. When defendant is board member or advisor, any committee members from board who did not participate in committee hearing would participate in appeal hearing with full board.

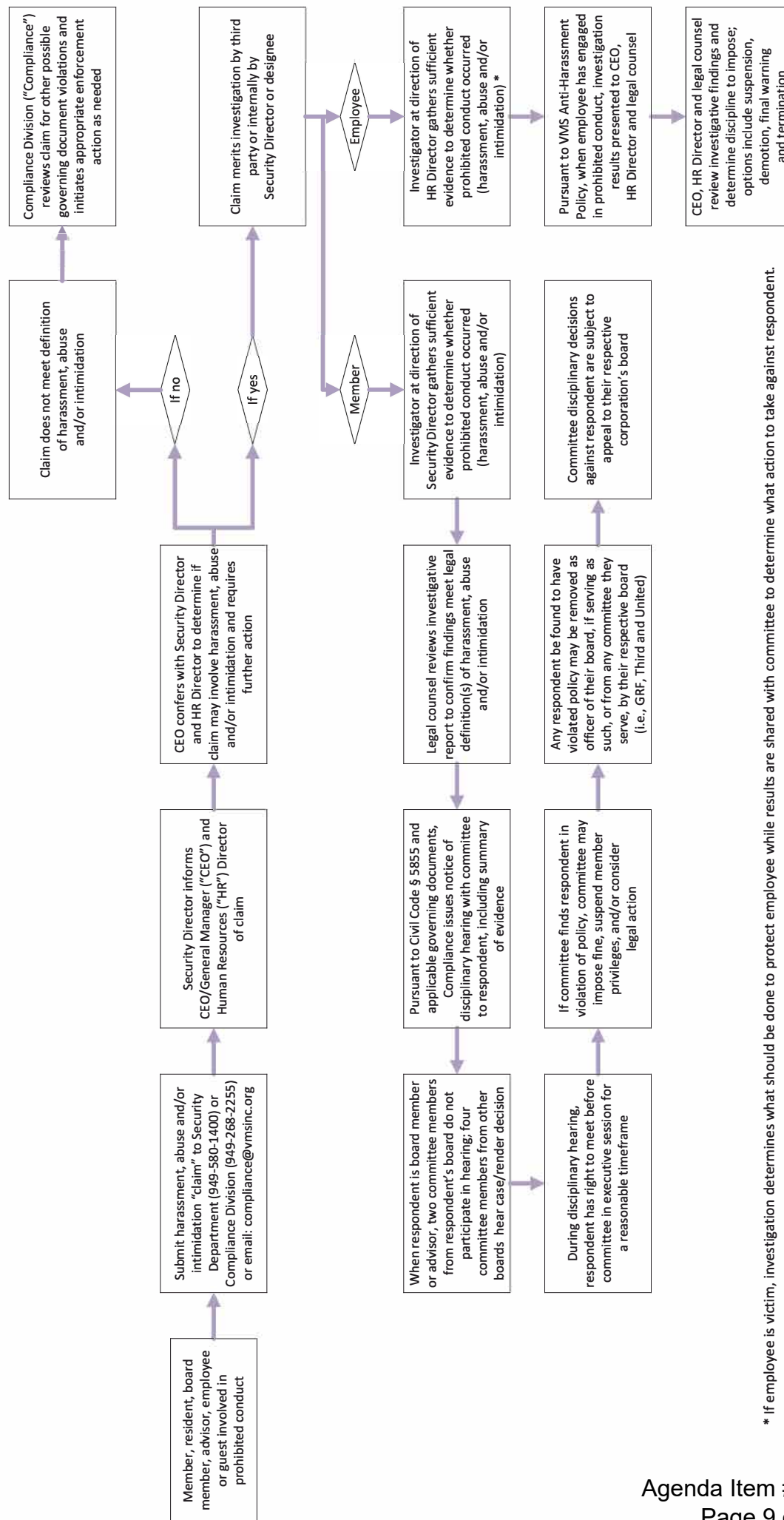
XII. If Harassment, Abuse and/or Harassment Claim Substantiated by Investigation – Employee

- a. Pursuant to VMS Anti-Harassment Policy, when employee has engaged in prohibited conduct (harassment, abuse and/or intimidation), investigation results presented to CEO, and HR Director and legal counsel.

Attachment 1

- b. CEO, HR Director and legal counsel review investigative findings and determine discipline to impose including suspension, demotion final warning and/or termination.

Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy (“policy”) – Flow Chart



Refer to Sections III, IV and V of Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy for conditions of harassment abuse and intimidation

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Golden Rain Foundation and, United Laguna Woods Mutual ~~and Third Laguna Hills Mutual~~
Anti-Harassment, Anti-Abuse and Anti-Intimidation ~~Policy~~
Charter of Joint Hearing Body Committee
Resolution 90-22-39; Adopted September 6, 2022 and
Resolution 01-22-73; Adopted November 8, 2022

I. Introduction

This Charter of the Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy ("Charter") serves to create the Joint Hearing Body Committee ("committee") for the Golden Rain Foundation ("GRF"), ~~Third Laguna Hills Mutual ("Third")~~ and United Laguna Woods Mutual ("United") pursuant to:

- a. Article VIII of the Amended and Restated Bylaws ("Bylaws") of GRF and California Corporations Code Section 7212, the board of directors of GRF is entitled to create committees to assist it in the execution of their powers and duties; and
- ~~b. Article VII, Section 1 of the Amended and Restated Bylaws ("Bylaws") of Third and California Corporations Code Section 7212, the board of directors of Third is entitled to create committees to assist it in the execution of their powers and duties; and~~
- c. Article VIII, Section 1 of the Amended and Restated Bylaws ("Bylaws") of United and California Corporations Code Section 7212, the board of directors of United is entitled to create committees to assist it in the execution of their powers and duties.

II. Purpose

The committee (as defined in Article III) will serve as a hearing body to address claims of harassment, abuse and intimidation ("claims") by:

- a. Members;
- b. Residents;
- c. GRF, ~~Third~~, United and Village Management Services (VMS) boards of directors and advisors; and
- d. Member or resident guests.

Claims of harassment, abuse and intimidation may be against:

- a. Members;
- b. Residents;
- c. GRF, ~~Third~~, United and VMS boards of directors and advisors;
- d. Member or resident guests; and
- e. VMS employees.

The committee will interface with the GRF, ~~Third~~, United and VMS boards of directors, as well as VMS, legal counsel and other relevant individuals, and impose discipline and/or recommendations, as appropriate.

III. Committee

- a. Composition:
 - i. Committee shall be comprised of ~~six~~four members including two directors from each of GRF, ~~Third~~ and United boards of directors. VMS board is not represented on committee, as VMS board members are appointed by GRF, ~~Third~~ and United.
 - ii. When respondent is a board director or advisor to GRF, ~~Third~~ or United, any members of the committee from the respondent's board will not participate in the hearing. The ~~four~~ committee members from the other boards will hear and render a decision on the case, preserving any committee members' ability to hear a possible appeal that would be heard by the full board.
- b. Eligibility: Committee members must be in "good standing" at all times, defined as the following and the respective policies of each board, ~~Resolution 90-xx-xx, 03-xx-xx, and 04-xx-xx~~:
 - i. Current in the payment of assessments and all other financial obligations to their respective organization, i.e., GRF and, United ~~and Third~~;
 - ii. No outstanding violations of the governing documents of their respective organization, as determined by their respective board;
 - iii. No active dispute, including pending claims, dispute resolution, litigation or the like between the committee member and their respective organization or board or VMS; and
 - iv. Committee members must attend committee meetings regularly and not have missed three consecutive board meetings.
- c. Term:
 - i. Committee membership shall be concurrent with each member's term on their respective board of directors to which they have been elected or appointed.
 - ii. Committee members serve at pleasure of their respective board to which they have been elected or appointed to serve on committee and may be removed with or without cause, at any time, in sole discretion of their respective board.

IV. Scope of Authority – Powers of Committee

- a. Mission: Committee is formed to serve as hearing body to address claims submitted by members, residents, board members and advisors, and member or resident guests. Claims may involve members, residents, board members and advisors, member or resident guests, and VMS employees.
- b. Review: Committee has the power and authority to review claims, investigative reports and interface with the boards of directors of GRF and, United ~~and Third~~, as well as VMS, legal counsel and other relevant individuals.
- c. Impose discipline: Committee shall have authority to impose discipline against the respondent, subject to notice and hearing procedures, pursuant to rules, regulations and fine and enforcement policy duly adopted by the boards of GRF and, United ~~and Third~~.

V. Scope of Authority – Committee Member Compensation and Conduct

No committee member shall receive compensation of any kind for participation on the committee.

VI. Scope of Authority – Meetings

- a. Meetings: Committee shall meet as necessary and as required to perform its duties privately in executive session to maintain confidentiality.
- b. Meeting minutes: Minutes of all meetings shall be prepared and maintained.
- c. Tie votes: In the event of a tie vote, the motion would fail pursuant to Robert's Rules of Order.

VII. Scope of Authority – Effect of Decisions by Committee

- a. Appeal: Decisions by the committee to impose disciplinary action against respondent shall be subject to a conditional right of appeal, whereas the right to appeal only applies to the appeal of a decision that can be addressed by the board hearing the appeal.
 - i. Fines: If the committee imposes a fine, the respondent can appeal to their respective board and that board can affirm or overturn that decision, given the board can levy fines.
 - ii. Access to amenities: If the committee bans the respondent from accessing the administrative building or the clubhouse/amenities, a mutual board cannot hear any appeal regarding same as GRF has the authority to impose that discipline, and therefore the respondent would need to appeal to GRF, not a mutual board.

VIII. Scope of Authority – Insurance/Defense/Indemnity

- a. D&O insurance: GRF and, ~~United and Third~~ shall at all times maintain a directors' and officers' liability insurance policy, as required by law and their respective governing documents (i.e., bylaws), which shall cover volunteer committee members, among others, for actions and/or omissions done in the official capacity of a member's service on the committee, and as authorized by the boards of GRF and, ~~United and Third~~.
- b. Defense/indemnity: GRF and, ~~United and Third~~ will defend and indemnify committee members for claims, costs, defense fees, etc., incurred as a result of their official service on the committee, including any self-insured retention costs, and shared by GRF and, ~~United and Third~~.

IX. Scope of Authority – Confidentiality

- a. Confidentiality: Committee members are obligated to maintain strict confidentiality of information obtained while on the committee, beyond the term of service on the committee, and such information shall only be used for its purpose as provided herein.
- b. Executive session: The Open Meeting Act authorizes boards to meet in executive session to consider litigation, matters relating to the formation of contracts, member discipline and personnel matters. (Civil Code Section 4935.) The underlying principle of the Open Meeting Act is transparency. While focusing primarily on the interests of transparency by way of Civil Code Section 4935, the California legislature has underscored the importance of individual and corporate

privacy. If boards were required to discuss such sensitive matters in a public forum, individuals would be irreparably damaged. It is paramount that committee members similarly acknowledge and respect the privacy interests of GRF, ~~Third~~ and United and its members, exercising constant vigilance in the handling of confidential information.

- c. Information sharing: VMS investigates incidents of harassment from an employer's standpoint, and by necessary implication there will be overlap when an employee is harassed by a director or advisor. For example, VMS will investigate the harassment to determine what action must be taken to protect the employee, while the committee will also investigate and determine what action to take against the director or advisor. Accordingly, VMS and the committee must be able to share information, and the sharing of such information is therefore expressly authorized for this purpose.



RESOLUTION 90-23-XX

**Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and
Charter of the Joint Hearing Body Committee**

WHEREAS, the Board of Directors of United Laguna Woods Mutual (“United”) and Golden Rain Foundation (“GRF”) require a clear and consistent policy to address claims of harassment, abuse and intimidation by directors to staff of Village Management Services, Inc., fellow directors and residents, as well as claims involving harassment, abuse and intimidation by residents to staff of VMS, directors and other residents; and

WHEREAS, this Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy (“Policy”) is intended to provide guidance relative to such behavior and issue a mechanism for addressing same by the Anti-Harassment, Anti-Abuse and Anti-Intimidation Joint Hearing Body Committee; and

WHEREAS, this Policy is being adopted by the Board of Directors of GRF and United in the exercise of their respective duties to maintain, protect and enhance the value and desirability of Laguna Woods Village and the interests of all of its members.

NOW THEREFORE BE IT RESOLVED, January 3, that the Board of Directors of this Corporation hereby adopts the Anti-Harassment, Anti-Abuse and Anti-Intimidation Policy and Charter of the Joint Hearing Body Committee, as attached to the official minutes of this meeting; and

RESOLVE FURTHER, that Resolution 90-22-39, adopted September 6, 2022 is hereby suspended and cancelled; and

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

December Initial Notification

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

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ENDORSEMENT (to Board of Directors)

2023 Aquadettes Billing

Authorize the Community Activities Committee recommendation to review and recommend Board approval for a resolution of the Aquadettes pay GRF the amount of \$2,250 for the 2023 Aqua Follies show.

A motion was made to approve the Aquadettes pay GRF the amount of \$2,250 for the 2023 Aqua Follies show.

Motion passed 4-1 (Director Laws voted against).

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STAFF REPORT

DATE: December 6, 2022
FOR: Board of Directors
SUBJECT: 2023 Aquadettes Billing

RECOMMENDATION

Review and recommend a fixed dollar amount for the 2023 Aqua Follies Water Show.

BACKGROUND

The Aquadettes are a community club who offer an annual Aqua Follies Water Show (synchronized swimming) at Pool 1. The show takes place over the course of three days in the summer months. The Aquadettes have been performing for Village residents for more than 55 years.

DISCUSSION

The 2023 Aqua Follies Water Show is slated for August 10 through 12.

Due to the nature of the show, alternative accommodations are needed to host an event at Pool 1. Rental chairs (attachment 1) for audience seating are setup around the perimeter of the pool and lifeguard services are needed during rehearsals and shows. Laborers are required for setup and breakdown of the risers and chairs and facility staff sell show tickets at Recreation offices.

On June 29, 2017 the Aquadettes received approval for the fixed dollar amount of \$1,250 for services rendered; GRF endorsement (attachment 2). On December 9, 2021 Community Activities Committee reviewed the fixed dollar amount and advised staff to proceed with the 2022 show at the same cost due to prior shows being canceled during Covid. Staff was directed to resubmit a fee review at the conclusion of the 2022 Aqua Follies Water Show.

On November 19, 2022 Community Activities Committee reviewed the estimated costs for the 2023 Aqua Follie show and recommended increasing the fixed dollar amount by \$1000, totaling \$2,250 for services rendered.

FINANCIAL ANALYSIS

The cost to support the 2022 show was \$5,135. GRF waived \$3,885 in event expenses. Staff estimates a total cost of \$5,181 for 2023 services and equipment rentals; an increase of approximately \$46. At \$15 per ticket, the Aquadettes club would need to sell 345 total tickets to cover the 2023 estimated service and equipment fees.

The 2023 Business Plan does not include an allocation for the Aqua Follies show in 2023.

2022 Fees					2023 Estimated Cost	
Date	Staffing	Hours Worked	Staffing Cost Per Hour	Staffing Fee	Staffing Cost Per Hour	Staffing Fee

9/6	(5) Recreation Leader	34	\$30	\$1,020	\$31 per hour	\$1,054
9/6	(1) General Maintenance Worker	8	\$39	\$312	\$38 per hour	\$304
9/12	(5) Recreation Leader	40	\$30	\$1,200	\$31 per hour	\$1,240
9/12	(1) General Maintenance Worker	8	\$39	\$312	\$38 per hour	\$304
2022 Additional Fees					2023 Additional Fees	
2022 Fees					2023 Estimated Cost	
	Premier Lifeguards	25	\$28	\$700	\$28 per hour	\$700
	Pool Maintenance Staff	12	\$39	\$468	\$38 per hour	\$456
	Administrative Assistance - Ticket Sales (Recreation offices)			N/A		N/A
	Apex Chair Rentals			\$1,123.30	\$1,123.30 (estimate)	
TOTAL				\$5,135.30	\$5,181.30	

Prepared By: Jennifer Murphy, Recreation Manager

Reviewed By: Alison Giglio, Interim Recreation and Special Events Director
 Catherine Laster, Services Manager
 Steve Hormuth, Financial Services Director

Committee Routing: Finance Committee

ATTACHMENT(S)

Attachment 1 - 2022 Apex Tent & Party Invoice
 Attachment 2 - GRF 2017 endorsement
 Attachment 3 - Resolution 90-22-XX

Attachment 1

Remit To: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> APEX TENT & PARTY 2765 Dow Ave Tustin, CA 92780 www.apextentandparty.com </div>	<h1 style="margin: 0;">Invoice</h1> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%;">Closed</td> <td style="width: 50%;">Invoice#</td> </tr> <tr> <td>Mon 9/12/2022</td> <td>31994</td> </tr> </table>	Closed	Invoice#	Mon 9/12/2022	31994
Closed	Invoice#				
Mon 9/12/2022	31994				

Bill to:	Customer #: 10774					
<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> GOLDEN RAIN FOUNDATION 24351 EL TORO RD LAGUNA WOODS, CA 92637 </div>		Date Out Wed 9/ 7/2022				
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Terms</td> <td style="width: 50%;">Aging Date</td> </tr> <tr> <td>Due upon receipt</td> <td>Mon 9/12/2022</td> </tr> </table>	Terms	Aging Date	Due upon receipt	Mon 9/12/2022
Terms	Aging Date					
Due upon receipt	Mon 9/12/2022					

Ordered By: TED

Qty	Items	Disc%	Each	Price
300	WHITE RESIN CHAIR W/PAD SEAT ALL CHAIRS MUST BE COVERED WITH CHAIR BAGS FOR DRIVER ON PICK UP		\$2.90	\$870.00
1	DELIVERY / PICK UP FEE Note about Regular Delivery Charge: Please note, that this is for a NON-Time Specific delivery window and will be subject to our truck and route availability on the day of your delivery, and will be subject to delivery anywhere from 8 am to 5pm, Monday through Saturday. The time frames will also be subject to delays despite our best effort to estimate our time of arrival on the day of delivery. If you require a Time Specific, or Time-Window Specific delivery option, please make sure to request this from your Rental Consultant/Sales Person and they will update your contract and inform you of the additional fees accordingly.		\$175.00	\$175.00

Delivery Wed 9/ 7/2022 TED CLUBHOUSE 1 24232 CALLE ARGON LAGUNA WOODS DEL 10 AM P/U 9-5	Pickup Mon 9/12/2022 TED CLUBHOUSE 1 24232 CALLE ARGON LAGUNA WOODS
--	--

Payment Due upon receipt

Please pay from this invoice.

Rental and Sales:	CA BUS CHG:	No Tax:	
\$1,045.00	\$78.30	\$0.00	
Total Amount:	\$1,123.30	Total Paid	\$0.00
		Total Due	\$1,123.30

Attachment 2

Golden Rain Foundation
Community Activities Committee Meeting
June 29, 2017

ENDORSEMENT (to GRF)

Aquadettes 2017 Annual Aqua Follies Water Show

The Committee discussed the Aquadettes' request for a fixed dollar amount of \$1250 for set up including chairs, lifeguards, ticket sales at the recreation office or clubhouses, and allowance for non-resident spectators whose attendance is arranged prior to the performance.

Director Milliman motioned to approve the Aquadettes' request for a fixed dollar amount of \$1250 for their Annual Aqua Follies Water Show. Director Rothberg seconded.

Motion carried unanimously.



RESOLUTION 90-22-XX
2023 Aquadettes Billing

WHEREAS, the Aquadettes are a community club who offer an annual Aqua Follies Water Show (synchronized swimming) at Pool 1. The show takes place over the course of three days in the summer months. The Aquadettes have been performing for Village residents for more than 55 years; and

WHEREAS, due to the nature of the show, alternative accommodations are needed to host an event at Pool 1, including but not limited to rental chairs for audience seating are setup around the perimeter of the pool and lifeguard services during rehearsals and shows; and

WHEREAS, on June 29, 2017 the Aquadettes received approval for the fixed dollar amount of \$1,250 for services rendered; and

WHEREAS, On December 9, 2021 Community Activities Committee reviewed the fixed dollar amount and advised staff to proceed with the 2022 show at the same cost due to prior shows being canceled during Covid; and

WHEREAS, the cost to support the 2022 show was \$5,135. GRF waived \$3,885 in event expenses. Staff estimates a total cost of \$5,181 for 2023 services and equipment rentals; an increase of approximately \$46; and

WHEREAS, the 2023 Business Plan does not include an allocation for the Aqua Follies show in 2023: and

WHEREAS, on November 19, 2022 Community Activities Committee recommended increasing the fixed dollar amount by \$1000, totaling \$2,250 for services rendered;

NOW THEREFORE BE IT RESOLVED, January 3, 2022 the Board of Directors of this Corporation hereby adopts the proposed increase of the fixed dollar amount by \$1000, totaling \$2,250 for services rendered; and

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

December Initial Notification

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

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STAFF REPORT

DATE: December 6, 2022
FOR: Golden Rain Foundation Board of Directors
SUBJECT: Changes to West Coast Internet (WCI) Rates

RECOMMENDATION

The GRF Media and Communications Committee recommends that the GRF Board of Directors adopt the improved internet speed level tiers of services and the adjustment of monthly rates by West Coast Internet (WCI) outlined in this report.

BACKGROUND

GRF has had a longstanding practice of using revenue from internet services to offset the costs of cable television programming to residents, therefore being able to provide internet and cable television services to residents at substantially below-market rates.

Costs of cable programming contracts are skyrocketing, with GRF facing up to 25% increases upon renewal of contracts with major content providers. Projections by VMS staff and The Broadband Group estimate that by the year 2025, GRF will pay \$5M for programming, which is a \$1M increase over 2022.

This report outlines the timely opportunity to cover these costs and at the same time substantially increase internet service levels to residents, which includes no data caps.

1. Update monthly service rates and levels of service

The current contract with WCI was executed in 2014 and expires December 31, 2026. Rates for monthly service have not increased and levels of speed have not changed since 2014.

Since that time, demand for user speed and data capacity has changed significantly. WCI currently offers four speed levels:

- 15/3 Mbps
- 30/3 Mbps
- 50/5 Mbps
- 100/10 Mbps

Effective February 1, 2023, WCI will offer new speed levels, all of which offer a substantial increase in services to current customers:

- 30/5 Mbps (this level will eventually be eliminated)
- 65/5 Mbps

125/15 Mbps
250/20 Mbps
500/25 Mbps (DOCSIS 3.1 modem required)

Residents currently subscribed to the 15/3 Mbps level will be moved to 30/5 Mbps; however, this level of service will no longer be offered to new subscribers. The long-term goal is to eliminate 30/5 Mbps as a service option.

In return for this substantial upgrade in service levels, WCI's new rate structure will be:

Increase \$	New Rate	Old Rate	Old Speeds	New Speeds
\$3.00	\$26.50	\$23.50	15/3 Mbps	30/5 Mbps
\$8.00	\$36.50	\$28.50	30/3 Mbps	65/5 Mbps
\$6.50	\$45.00	\$38.50	50/5 Mbps	125/15 Mbps
\$7.75	\$56.50	\$48.75	100/10 Mbps	250/20 Mbps
New	\$75.00	New		500/15 Mbps

No data cap on any level of service

DISCUSSION

1. Update monthly service rates and levels of service

The increase in internet speeds will allow GRF to better serve the changing needs of its members and begin to better prepare the community for a shift away from cable television programming to increased internet use, which will include streaming services.

Subscriber count reports show that residents are moving away from slower levels of service and are rapidly migrating to the highest level of service currently offered.

- The number of users at the lowest level of speed has declined by 8.05%
- The number of users at the highest level of speed has increased by 15.46%
- Residents are requiring and will continue to require higher internet speeds

The new WCI rates will continue to provide residents with good internet service at rates at least 30% lower than those available outside the Village. An additional advantage to all Village internet users is that WCI will not impose data caps on any GRF user.

FINANCIAL ANALYSIS

Actual cable programming costs increased approximately \$220,000 in 2022 compared to 2021 and are budgeted to increase another \$185,000 for 2023, for a combined expense increase of \$405,000 over two years.

While the 2022 budget for High-Speed Internet revenue was \$2,200,000, staff forecast year-end revenue to amount to approximately \$1,850,000 or a shortfall to budget of (\$350,000).

The board's approval of the changes to the current WCI contract will:

- Double the internet download speeds provided to residents for an average increase of 18% in their monthly rate, ranging from a \$3 per month per subscriber to \$8 per month.
- The proposal for increased per month rates billed to subscribers and favorable revenue share split is expected to bring in an additional \$192K of revenue more than the 2023 budget of \$2,200,000 and will partially offset the (\$350,000) shortfall expected in 2022 and the increased cable programming costs.

Prepared By: Eileen Paulin, Director Media & Communications

Reviewed By: Paul Ortiz, General Manager Broadband Services
Steve Hormuth, Director of Financial Services

Committee Routing: Media & Communication Committee
Finance Committee

ATTACHMENT(S)
Attachment 1 Resolution 90-22-XX

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RESOLUTION 90-22-XX**Internet Speed Service Level Improvements and Rate Adjustment**

WHEREAS, demand for higher levels of internet speed in the Village has grown 21.75% from October 2021 to October 2022; during same period, subscribers to the lowest tier of service fell 6.73%; and

WHEREAS, this demand for higher levels of internet speed and bandwidth the Village is attributable to residents use of an increasing number of Wi-Fi-enabled devices (smart TVs, smart speakers, smartphones, tablets, laptops, watches, medical devices, video doorbells, security systems, etc.), as well as content streaming services such as Netflix and Hulu; and

WHEREAS, recognizing this need to supply faster tiers of speed, the GRF board is working with its contracted vendor, West Coast Internet (WCI), to increase internet speeds and adjust internet rates for the first time since 2014; and

WHEREAS, on November 21, 2022, the GRF Media and Communications Committee reviewed and recommends the board of directors adopt the improved internet speed level tiers of service and an adjustment of monthly rates;

NOW THEREFORE BE IT RESOLVED, January 3, 2023, that the Board of Directors of this Corporation approve the following internet speed level tiers and rates effective February 1, 2023:

Increase \$	New Rate	Old Rate	Old Speeds	New Speeds
\$3.00	\$26.50	\$23.50	15/3 Mbps	30/5 Mbps
\$8.00	\$36.50	\$28.50	30/3 Mbps	65/5 Mbps
\$6.50	\$45.00	\$38.50	50/5 Mbps	125/15 Mbps
\$7.75	\$56.50	\$48.75	100/10 Mbps	250/20 Mbps
New	\$75.00	New		500/15 Mbps

Residents currently subscribed to the 15/3 Mbps level will be moved to 30/5 Mbps; however, this level of service will no longer be offered to new subscribers.

Residents subscribing to the new 500/15 MBPS will require a DOCSIS 3.1 modem. Residents will receive levels of service with no data cap.

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.

December Initial Notification

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

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STAFF REPORT

DATE: December 6, 2022
FOR: Board of Directors
SUBJECT: Building E Space Utilization Study Request for Proposals

RECOMMENDATION

Authorize staff to release the Request for Proposals for the Building E Space Utilization Study and suspend the procurement process for Community Center Tenant Improvements.

BACKGROUND

Building E is located at the Maintenance Service Center and is experiencing movement and settlement that has resulted in severe cracking in walls, displacement of door and window alignments, and water damage caused by moisture intrusion from the roof and exterior walls. Funding to address the deteriorating conditions has been included in prior year's capital plans since 2017.

In January 2022, the GRF Board approved an architectural consulting contract that included an assessment of options to construct a new building. The results of this assessment (Building E Feasibility Study) were presented to the M&C Committee in June 2002 and staff was directed to prepare a work space optimization plan for the staff expected to occupy the proposed new building.

In September 2022, the GRF Board presented a plan for the replacement of Building E at a Special Open Corporate Members meeting. The corporate members, by a weighted vote of 2,994 yes to 5,108 no, voted to deny the GRF board recommendation.

In October 2022, the GRF Board scheduled a Special Closed Corporate Members meeting to discuss contractual matters. The Corporate Members voted to reschedule the meeting to a future date as an open meeting.

On December 1, 2022, staff will present the subject Request for Proposals to the GRF Maintenance & Construction Committee for its review and input. The results of the M&C Committee review will be presented verbally by staff at the December 6 GRF board meeting.

DISCUSSION

Subsequent to the October 2022 Corporate Members meeting, GRF Board President Carpenter, in consultation with the Third and United Mutual board presidents, requested that staff prepare a scope of work for a Space Utilization Study for review by the GRF M&C Committee. The attached Request for Proposals and accompanying Scope of Work will be presented to the board at the December 6, 2022 open meeting.

If approved by the GRF Board of Directors, the Request for Proposals will be used to procure the services of a space planning consultant to conduct a space utilization study to assist the GRF Board of Directors in developing a strategic cost-effective plan for the relocation of staff currently occupying Building E. The selected consultant will analyze a select number of existing GRF facilities and develop recommendations for optimizing usable space and assist in determining cost effective

solutions for staff workspaces. The study will focus on identifying optimal workspace for the administrative support staff in the Laguna Woods Village security department as well as administrative support staff in the maintenance and landscape departments currently occupying offices in Building D and E. The study will also analyze the current uses in selected GRF facilities and provide recommendations to optimize usable space. The following GRF facilities are proposed to be included in the study: Community Center, Maintenance Service Center (Buildings A, B, D and E), and Clubhouse 1, 4, and 7.

Separate from the deliberations for the Building E project, in April 2022 the GRF board approved a contract for preparation of construction plans for tenant improvements for the 2nd and 3rd floors of the Village Community Center. If the board approves the RFP for the Space Utilization Study, staff recommends the board also direct that the procurement process for the Community Center tenant improvements be suspended.

FINANCIAL ANALYSIS

The 2023 Business Plan includes an allocation of \$750,000 for engineering services for the Building E capital project. This funding is available from the GRF Capital Reserves Facility Fund and may be used to procure the recommended consultant services.

Prepared By: Manuel Gomez, Maintenance and Construction Director

Reviewed By: Siobhan Foster, CEO/General Manager

ATTACHMENT 1: Request for Proposals for Building E Space Utilization Study

December 6, 2022

REQUEST FOR PROPOSAL
FACILITY SPACE UTILIZATION STUDY

1. **Objective**

The Golden Rain Foundation of Laguna Woods, a California non-profit mutual benefit corporation, as Trustee for the Golden Rain Foundation (GRF or Corporation) is seeking proposals from Consultants for the Laguna Woods Village Facility Space Utilization Study.

2. **Background Information**

Laguna Woods Village is a community of approximately 18,600 senior adults residing in 12,736 residential units on 2,095 acres. The community contains 2,572 buildings with over 130 different building types ranging from single family dwelling units to a fourteen story high rise structures.

3. **General Information**

The Corporation is responsible for the issuance of this RFP and awarding a contract. This process will be facilitated by Corporation's Agent, Village Management Services, Inc. (VMS). The representative for the Agent in this matter is Dan Hoxie. Any questions regarding the RFP should be submitted in writing to Dan Hoxie at daniel.hoxie@vmsinc.org, no later than 5:00 PM on December 29, 2022.

4. **Mandatory Pre-Bid Meeting**

A mandatory pre-bid meeting will be held at 10:30 AM on January 11, 2023 at the Village Community Center, Board Room. The address for this meeting is 24351 El Toro Road, Laguna Woods, CA 92637. Attendance at this meeting will be required for firms seeking to submit a proposal. All questions submitted regarding the purpose and the scope of this RFP will be answered at this meeting. No further questions may be submitted following the conclusion of the mandatory meeting.

5. **Acceptance of Proposals**

Proposals are being solicited from a number of Consultants. Proposals must be submitted by email to daniel.hoxie@vmsinc.org. All proposals must be received no later than 1:00 PM on January 25, 2023 to be accepted for review and evaluation. The Corporation reserves the right to accept or reject any and all bids, to make exceptions for these RFP specifications, and to waive any formalities.

6. **Proposal Content**

Provide general company information, which includes:

1. Firm overview
2. History of company
3. Number of years in business
4. Description of divisions or area offices. Firm must have a service office within 25 miles of the project site.

5. A list of similar, recent projects, which your firm has completed within the last five (5) years. Information should include project description, agency or client name along with the person to contact and the telephone number(s), year completed, and project cost.
6. Key personal experience
7. Anticipated Project Team and Resumes with experience.
8. Fee Schedule (Exhibit B)
9. Current and projected workloads

7. **Documents Incorporated by Reference and made a Part of this Bid Proposal are the following:**

- a. Professional Services Agreement
- b. Exhibit A: Specification of Work
- c. Exhibit B: Fee Schedule
- d. Exhibit C: GRF Facility Descriptions
- e. Exhibit D: Building E Feasibility Study by rengel+co architects, 6/29/2022

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this XX th day of MONTH, YEAR ("Effective Date"), by and between the Golden Rain Foundation of Laguna Woods, Inc. as acting Trustee of the Golden Rain Foundation Trust, established March 2, 1964 as amended, (hereinafter, Corporation) and Consultant NAME, a sole proprietorship ("Consultant").

WITNESSETH

WHEREAS, Corporation proposes to utilize the services of Consultant as an independent contractor to provide a Facility Space Utilization Study, as more fully described herein; and

WHEREAS, the oversight of the project process will be facilitated by Corporation's Agent, Village Management Services, Inc. (VMS)

WHEREAS, Consultant holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, Corporation and Consultant desire to contract for the services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of VMS has a financial interest in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the services described in the VMS's Specification of Work, attached hereto as Exhibit A, incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise VMS of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of VMS. Consultant agrees to perform all the work to the complete satisfaction of VMS and within the hereinafter specified. Evaluations of the work will be done by VMS. If the quality of work is not satisfactory, VMS in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless Corporation and VMS from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against Corporation or VMS for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that Corporation may enter into agreements with other consultants for services similar to the services or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of Corporation. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of VMS. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Corporation. Corporation shall grant such authorization if disclosure is required by law. All Corporation data shall be returned to Corporation upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. All designs and specifications shall comply with the most recent applicable editions of the California Building Code, California Electric Code, California Plumbing and Mechanical Code, Fire Code, all local codes, state codes and ordinances and ADA requirements as adopted by the City of Laguna Woods.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's annual compensation shall not exceed **Enter Dollars and Cents (\$ amount in figures)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless VMS, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to VMS for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to VMS's sole satisfaction. Corporation shall pay Consultant's invoice within forty-five (45) days from the date VMS receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to VMS or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be completed pursuant to mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither Corporation nor Consultant shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through **Month Day, Year** ("Initial Term"), unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. VMS reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by VMS.

4.3. Compensation. In the event of termination, Corporation shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of VMS's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the VMS or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the VMS within ten (10) days of delivery of termination notice to Consultant, at no cost to Corporation. Any use of uncompleted documents without specific written authorization from Consultant shall be at Corporation's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A-," Class XII, or better in the most recent Best's Key Insurance Rating Guide, and approved by VMS:

- (a) **Commercial General Liability** insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate per project. Coverage must include premises and operations, products and completed operations, independent Consultants, personal and advertising injury, contractual liability, broad form property damage, and explosion, collapse, and underground hazards. The policy shall name Corporation, Agent, their officers, directors, agents, employees and members as additional insureds for all operations performed by or on behalf of Consultant, and shall contain a provision that Consultant's insurance is primary, and that the coverage of any insurance of Corporation or Agent is excess and non-contributing. Consultant's insurance shall also contain a waiver of subrogation in favor of Corporation and Agent.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Three Hundred Thousand Dollars (\$300,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against Corporation, its officers, agents, and volunteers, and VMS employees arising from work performed by Consultant for Corporation and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "Corporation and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with Corporation; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to VMS."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the Corporation, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Corporation shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Corporation, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Corporation. No policy of insurance issued as to which Corporation is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to Corporation certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by VMS, prior to performing any services under this Agreement.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property, except as defined by SB496 Civil Code 2782.8 effective January 1, 2018.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. VMS shall be the representative of Corporation for purposes of this Agreement and may issue all consents, approvals, directives, renewals and/or extensions, and agreements on behalf of Corporation, called for by this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. VMS shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with VMS during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by VMS.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; and b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant Name

Consultant's address

Consultant's City

Tel: Consultant's telephone number

Attn: Consultant's project manager

IF TO CORPORATION:

Village Management Services, Inc.

PO Box 2220

Laguna Hills, CA 92654

Physical Address:

24351 El Toro Road

Laguna Woods, CA 92654

Attn: Manuel Gomez, M&C Director

Tel: (949) 268-2380

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in VMS's Policy incorporated herein by reference. Consultant's failure to conform to the requirements set forth in VMS Policy shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by the Corporation.

6.6. Attorneys' Fees and Costs. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees and costs, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without Corporation's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of Corporation's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless Corporation, Agent, and all officers, directors, agents, employees and members (collectively "Indemnified Parties"), from and against any and all claims, (including, without limitation and not limited to, claims for bodily injury, death or damage to property) demands, obligations, actions, causes of action, damages, suits, losses, judgments, fines, penalties, liabilities, losses, costs and expenses (including without limitation and not limited to, reasonable attorneys' fees, disbursements, court costs and all other professional, expert or Contractors' fees, costs and expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively "Claims"), which may arise from negligent acts, errors and omissions of Consultant's, or anyone for whom Consultant is legally responsible, in performance of this agreement, however, only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

Consultant's indemnification obligation hereunder shall survive the expiration or termination of this Contract until such time as action against the Indemnified Parties for such matter indemnified is fully and finally barred by the applicable statute of limitations. Under no circumstances shall the insurance requirements and limits set forth in this Contract be construed to limit Consultant's indemnification obligation or other liability hereunder

6.10. Immigration Reform and Control Act. Consultant must remain in full compliance with the Immigration Reform and Control Act of 1986 and subsequent amendments, as legislated, for the duration of this Contract. Consultant has verified employment eligibility of all Consultant's employees and guarantees that all of Consultant's employees have a legal right to work in the United States.

6.11. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of Corporation. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Corporation or otherwise act on behalf of Corporation as an agent. Neither Corporation nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of VMS. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold Corporation harmless from any and all taxes, assessments, penalties, and interest asserted against Corporation by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold Corporation harmless from any failure of Consultant to comply with the applicable worker's compensation laws. Corporation shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Corporation from Consultant as a result of Consultant's failure to promptly pay to Corporation any reimbursement or indemnification arising under this paragraph.

6.12. Cooperation. In the event any claim or action is brought against Corporation relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Corporation might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of Corporation. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of Corporation. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of Corporation and without liability or legal exposure to Consultant. Corporation shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from Corporation's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to Corporation any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by Corporation or its authorized representative, at no additional cost to the Corporation.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to Corporation may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs Corporation of such trade secret. Corporation will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. Corporation shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and sub consultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement. During the term of this Agreement, Consultant and its officers, employees, associates and sub consultants shall not, without the prior written approval of Corporation's Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the Corporation's representative, regarding any services rendered under this Agreement at no additional cost to Corporation. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to Corporation, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of Corporation and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of VMS while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Arbitration. Any controversy arising between the parties regarding the consulting, interpretation, application, or otherwise of this contract, and/or any claim arising from a breach of this Contract shall be submitted to binding arbitration before a mutually acceptable retired judge at either Judicate West or Judicial Arbitration and Mediation Service in Orange County, California upon the written request of one party after service of the same on the other party. The signing parties agree that the arbitrators shall not have the power to commit errors of law or legal reasoning, and that the award may be vacated and/or corrected upon petition to a California court of competent jurisdiction for any such error. Each side shall pay one half the cost of the arbitration subject to reallocation by the arbiter. In the event that arbitration or any other legal proceeding is necessary to enforce any of the terms, provisions, conditions or rights arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

6.20. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Corporation and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments and Modifications. Only writing executed by the parties hereto, or their respective successors and assigns, may amend this Agreement.

6.25. Waiver. The delay or failure of either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

FOR THE CORPORATION:

By: _____ Date: ____/____/____
Golden Rain Foundation

Print Name and Title

FOR THE CORPORATION:

By: _____ Date: ____/____/____
Golden Rain Foundation

Print Name and Title

FOR THE CONSULTANT:

By: _____ Date: ____/____/____

Print Name and Title

EXHIBIT A
SPECIFICATION OF WORK

BACKGROUND

The Golden Rain Foundation of Laguna Woods (GRF), through its Agent, Village Management Services, Inc. (VMS), is responsible for oversight and management of all community facilities in Laguna Wood Village. GRF is considering the relocation of approximately 40 administrative support staff currently located at the Maintenance Service Center to a new location or existing facilities adequately suited to meet the long-term needs to support its day-to-day operations. In January 2022, GRF contracted with an architectural consultant to prepare a feasibility study to evaluate options to construct a new building at an adjacent location next to the existing Building E. The consultant study (Exhibit D) included an analysis for utilizing modular buildings compared to conventional construction methods, demolition of the existing building and construction of a new parking lot area.

GRF is now seeking proposals from Consultants to prepare a Space Utilization Study to analyze a select number of existing GRF facilities and develop recommendations for optimizing usable space and assist in determining cost effective solutions for staff workspaces. The study will focus on identifying optimal workspace for the administrative support staff in the Laguna Woods Village security department as well as administrative support staff in the maintenance and landscape departments currently occupying offices in Building E at the Maintenance Service Center. The information gained for the Space Utilization Study will be used by GRF in its deliberations on the need for a new building.

SUMMARY

- 1.1. Consultant shall provide a Space Utilization Study to determine the most economical and operational efficient option(s) to relocate personnel currently occupying Building E to either a new location and/or existing GRF facility adequately suited to meet the long-term needs to support its day-to-day operations.
- 1.2. Consultant will review, analyze and provide recommendations to optimize usable space at the following GRF facilities:

Community Center
24351 El Toro Road
Laguna Woods, CA 92637

Maintenance Service Center (Buildings A, B, D and E)
23081 Via Campo Verde
Laguna Woods, CA 92637

Clubhouse 1
24232 Calle Argon
Laguna Woods, CA 92637

Clubhouse 4
23501 Via Mariposa
Laguna Woods, CA 92637

Clubhouse 7
24111 Moulton Parkway
Laguna Woods, CA 92637

Refer to Exhibit C for facility descriptions.

BIDDER QUALIFICATIONS

- 1.3. Consultant shall possess the following qualifications:
- a. Accredited bachelor's degree; Engineer or Architect registration/license.
 - b. Workspace design/space planning experience.
 - c. Highly skilled professional to prepare and provide all necessary documentation outlined in this request for proposal.

DESCRIPTION OF WORK

- 1.4. Consultant shall provide a Space Utilization Study including:
- a. Analysis and summary report of each building including, building statistics (age, type, size, current uses, annual maintenance costs, replacement cost).
 - b. Summary of meeting(s) with GRF/VMS personnel to confirm staff workspace assumptions.
 - c. For each building:
 1. Prepare current floor plan and space use diagram.
 2. Identify space utilization constraints and opportunities.
 3. Provide recommendations for potential consolidated, shared-use facility solutions.
 4. Identify opportunities for or most efficient, cost-effective use of space.
 - d. Develop a preliminary architectural program depicting the minimal workspace requirements for personnel and non-personnel supportive space needs. Also provide preliminary architectural program(s) for any recommended user group relocation options.
 - e. Based on the analysis of the selected GRF facilities listed in Section 1.2, provide recommendations for optimizing space and determine staff workspace/user groups relocation options (including modular facilities where appropriate).
 - f. Prepare an updated Order of Magnitude Cost Estimate for the recommended options.

Attachment 1

- g. Prepare a draft Request for Proposal which GRF can use to solicit architectural services to produce refined conceptual, and eventually, final design solutions.
 - h. Present feasibility report and recommendations at the following:
 - 1. One (1) GRF Maintenance and Construction Committee Meeting.
 - 2. One (1) GRF Board meeting.
 - i. Attend a minimum of 4 virtual or on-site planning progress meetings as requested by Corporation.
- 1.5 All services, designs, specifications, and materials shall comply with the most recent applicable editions of the California Building Code, California Electrical Code, California Plumbing and Mechanical Codes, California Green Building Code, California Fire Codes, OSHA and CAL-OSHA, EPA Lead Paint Rules and all local, state, and federal codes or ordinances as adopted by the City of Laguna Woods and other authorities having jurisdiction.

EXHIBIT B**FEE SCHEDULE**

Consultant: _____ Date: ____/____/____

Contact: _____ Phone: (____) ____-____

Item #	Description	Unit	<u>Amount</u>
1	Feasibility Study as outlined in the RFP description of work.	LS	\$
Hourly Rate for extra work			
2	Principal	HR	\$
3	Architect	HR	\$
4	Draftsman	HR	\$
5	Office Staff	HR	\$

Project duration is expected to take _____ weeks. *

*** GRF has an interest in having the consultant complete its work within 90 calendar days from execution of a contract and Notice to Proceed.**

All additional services must have written quotes pre-approved by Agent's representative.

EXHIBIT C

GRF FACILITY DESCRIPTIONS

Community Center (24351 El Toro Road)

66,220 s.f. three-story building; wood frame/stucco/tile roof

Current uses:

1st floor: Board Meeting Room, Resident Services, Recreation/Special Events, M&C Manor Alterations, Community Meeting Rooms, Community Fitness Center.

2nd floor: M&C Department, Financial Services, CEO/ Corporate Secretary, Information Services, Media and Communications, Human Resources

3rd floor: Media TV Studio, Security Compliance, Community Meeting/Classrooms, Table Tennis Room.

Maintenance Service Center Buildings A, B, D and E. (23081 Via Campo Verde)

Building A: 10,650 s.f. one-story reinforced concrete block

Current uses: General services staff, vehicle maintenance

Building B: 4,500 s.f. one-story reinforced concrete block

Current uses: Broadband services staff and equipment

Building D: 29,500 s.f. one-story wood frame/metal sheet warehouse/office

Current uses: Purchasing warehouse, landscape equipment storage, M&C maintenance

Building E: 5,500 s.f. one-story wood frame

Current uses: Security department, Landscape and M&C department administrative staff

Clubhouse 1 (24232 Calle Argon)

41,220 s.f. two-story campus; wood frame/stucco/brick/tile roof

Current uses: Various community amenities including, gym, pool, fitness center, main lounge, kitchen/dining rooms, club meetings/classes, archery, shuffle board.

Clubhouse 4 (23501 Via Mariposa)

35,260 s.f. one-story building; stucco/tile roof

Current uses: pool, arts & craft meeting rooms

Clubhouse 7 (24111 Moulton Parkway)

18,565 s.f. one-story building; stucco/tile roof

Current uses: Golf Pro Shop, Bridge Club, Reception/Meeting venue



Building E Feasibility Study
by
rengel+co architects

6/29/2022

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- 1. CONTRACT DESCRIPTION OF WORK**
- 2. FEASIBILITY STUDY**
 - A. SCOPE OF WORK**
 - B. DESIGN AND CONSTRUCTABILITY FEASIBILITY**
 - C. COST FEASIBILITY: CONVENTIONAL CONSTRUCTION**
 - D. COST FEASIBILITY: MODULAR CONSTRUCTION**
 - E. TIMELINE/SCHEDULE**
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 - A. SPACE PROGRAM**
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 - J. MODULAR BUILDING CONSTRUCTION COST ESTIMATE**
- 4. DOCUMENTS**
 - A. LAGUNA WOODS VILLAGE SUPPLIED AS-BUILT REFERENCE
DOCUMENTATION**
 - B. CITY: 1975 CUP, USE PERMIT PROCESSING FORMS, FEE SCHEDULE**

DESCRIPTION OF WORK

- 1.4. Consultant shall provide feasibility study including:
 - a. Cost analysis to construct new building at an adjacent location next to the existing building location, relocate staff to the new building, demo the existing building and construct new parking.
 - b. Cost analysis to erect a modular building at an adjacent location next to the existing building location, relocate staff to the new modular building, demo the existing building and construct new parking.
 - c. Cost comparison and recommendation for most economical option for a new building.
 - d. Space planning for existing operations and proposed enhancements.
 - e. Utility requirements for recommended building option.
 - f. Comprehensive pre-construction and construction schedule.
 - g. Preliminary building and site sketches for building options.
 - h. Present feasibility report and recommendations at the following:
 1. Two (2) Maintenance and Construction Committee Meetings.
 2. One (1) Board meeting.
 - i. Attend a total of 4 virtual or on-site meetings as requested by Corporation.
- 1.5 All services, designs, specifications, and materials shall comply with the most recent applicable editions of the California Building Code, California Electrical Code, California Plumbing and Mechanical Codes, California Green Building Code, California Fire Codes, OSHA and CAL-OSHA, EPA Lead Paint Rules and all local, state, and federal codes or ordinances as adopted by the City of Laguna Woods and other authorities having jurisdiction.



Laguna Woods Village®

Golden Rain Foundation

Feasibility Study
Maintenance Center Building E

May 25, 2022



rengel+co.
architects

333 El Camino Real, Tustin, California 92780
714.832.3333 www.rengelarch.com

FEASIBILITY STUDY: BUILDING E

SCOPE OF WORK

DESIGN AND CONSTRUCTABILITY FEASIBILITY

COST FEASIBILITY: CONVENTIONAL CONSTRUCTION

COST FEASIBILITY: MODULAR CONSTRUCTION

TIMELINE/SCHEDULE

CONTACTS and REFERENCES

APPENDICES

- A. SPACE PROGRAM
- B. FLOOR PLAN
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- D. ELEVATION, FRAMING PLAN
- E. ROOF PLAN
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- H. MODULAR SHELL LAYOUT
- I. CONSTRUCTION COST ESTIMATE
- J. MODULAR BUILDING CONSTRUCTION COST ESTIMATE

DOCUMENTS

1. Laguna Woods Village supplied AS-BUILT REFERENCE DOCUMENTATION
2. CITY: 1975 CUP, Use Permit Processing forms, Fee Schedule

SCOPE OF WORK

Rengel+Company, Architects (RCA) was contracted to provide a Feasibility Study for the construction of a new building to house the current and future needs of the Security, Construction, Maintenance and Landscape departments of Laguna Woods Village (LWV).

The scope included:

- Space Planning for existing operations and proposed enhancements
- Preliminary building and site sketches for building options
- Utility requirements for recommended building options
- Cost analysis for a new building, staff relocation and demolition of the existing building
- Cost analysis for a new modular building, staff relocation and demolition of the existing building

DESIGN PHASE

This included a review of the current operations of all the departments, meeting to discuss current and future requirements, and a tour of the current facilities, which occurred in March of 2022. From this information, a Space Program spreadsheet (see Appendix A) was developed, presented and reviewed by LWV. Revisions were made to project future growth and eventually a decision that approximately 10,000 square feet would accommodate the employees and common areas in the new structure and an efficient building size.

Following the finalization of the square footage, a schematic floor plan was developed (see Appendix B) to match the space program spreadsheet. The floor plan was kept to a simple one-story rectangular form to accommodate basic construction methods or prefabricated modular structure. The schematic floor plan was discussed and reviewed with LWV until a finalized floor plan, for the purposes of the Feasibility Study, allowed RCA to proceed to develop a schematic Site Plan. Three schemes were developed:

1. Demolish the existing Building E and construct a new 10,000 square foot building in the same location.
2. Construct a new 10,000 square foot building directly to the north of the existing building.
3. Construct a new 10,000 square foot building north and east of the existing building.

Each scheme had its advantages and dis-advantages. Although the overall site is large, the possible locations of the 10,000 sq.ft. building were limited due to site vehicle circulation, gas tanks, existing garage repair facilities, warehouses and other miscellaneous structures. LWV decided to eliminate scheme 1. Scheme 2, after analysis, was determined to require an excessive relocation of existing underground utilities. Scheme 3 (see Appendix C) was considered the best option.

CITY REVIEW

After resolving the location of the building on the site, the exterior elevation was designed (see Appendix D) and a meeting set with the City of Laguna Woods Planning Department and Building Department to review the proposed plan for compliance or issues with local ordinances or design

restrictions. RCA met with Rebecca Pennington (Planning) and Elizabeth and Bill Hayes (Building) in April.

Planning's primary concern was parking and any restrictions withing the current Conditional Use Permit. Rebecca found the original CUP (see Document #2) and, in general, and administrative review of the CUP would be necessary, but not a full review. Parking for the site would actually increase by two parking stalls, since the new location created a more efficient parking layout.

Building's primary concern was the inclusion of a commercially-rated fire sprinkler system in the new building and the design/implementation of Water Quality Management Plan (WQMP). An allowance has been provided in the feasibility for the WQMP and SWPP.

The City provided a Fee Schedule in order to estimate fees for the project, however stipulated that these fees are estimated and the plan reviews are performed hourly, not always with a set fee. Allowances for City fees within the Study are the best estimate from the conversations at the City. Both alternate studies (Modular vs. Shell) use the same fee budget.

COST FEASIBILITY: CONVENTIONAL CONSTRUCTOIN

Following review by the City, the plans were further developed for to allow for accurate cost estimation and a rough framing plan and roof plan were developed (see Appendix E). In addition, a set of Outline Specifications was created (see Appendix G). In a discussion with LWV, it was determined that the building was to be simple construction and interiors. RCA used our conventional tenant improvement for basic office and kept the shell construction as concrete slab-on-grade with single-story wood framing, TJI roof structure, stucco plaster finish and storefront glass window system. Building heights and framing spans were designed to be cost-effective with minimal waste. The final building floor plan may have slight adjustments to maintain the framing assumptions but will not have an overall effect on the space plan.

In May, RCA met with the estimator, Mark Thorpe of Thorpe Construction in Anaheim. Sitework was unusually complicated due to the required relocation of the existing Storm Drain and the Gas/Water lines which were underground at the proposed site location. In addition, the Fire water line needs to be routed to the proposed location of the new fire sprinkler riser.

Total Construction cost for a new shell building would be \$4,271,000. An estimated A&E budget would be \$588,000. Miscellaneous other Owner cost and City permit fees are estimated at \$180,500. Contingency for unforeseen costs is 10%.

The total estimated construction cost for a new shell building is: \$5,543,000

The Bid Breakdown in included in Appendix I.

COST FEASIBILITY: MODULAR CONSTRUCTION

An overlay of the floor plan for modular shell building (see Appendix H) was created for the alternate construction of a modular shell building. RCA met with Modular Building Concepts, Willscot, and Vesta Modular and provided the estimating package for their review and estimate of the modular shell system. Thorpe Construction's estimations remain for the sitework and tenant improvements, however the foundation was simplified for a raised foundation to accommodate the modular shell building.

Total Construction cost for the project using a modular shell building is, surprisingly higher: \$5,303,400. This is most likely due to the simplicity and efficiency of construction of the proposed shell building option. An estimated A&E budget would be \$521,000, with some savings on the engineering of the shell building and less processing time through the City (modular buildings are reviewed by HUD at their Riverside office). Miscellaneous other Owner cost and City permit fees are estimated at \$180,500. Contingency for unforeseen costs is 10%.

The total estimated construction cost for a modular building option is: \$6,605,400

The Bid Breakdown is included in Appendix J.

TIMELINE/SCHEDULE

Timeline for the Shell construction is broken down into multiple phases:

1. LWV request for proposal from design firm, evaluation and contract
2. Design process
3. City Review and Processing
4. Bidding and Negotiation with general contractors
5. Construction of new building
6. Relocation of staff to the new building
7. Demolition of old building, sitework and repaving.

The graphic schedule is as follows:

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Attachment 1

Timeline for the Modular construction is also broken down into multiple phases:

1. LWV request for proposal from design firm, evaluation and contract
2. Design process
3. City Review and Processing
4. Bidding and Negotiation with modular building suppliers
5. Order modular building (assumes 8-month lead time)
6. Bidding and Negotiation with general contractors for sitework and tenant improvements
7. Start sitework and foundation construction
8. Install modular building
9. Start tenant improvements, set HVAC, complete sitework
10. Relocation of staff to the new building
11. Demolition of old building, sitework and repaving.

The graphic schedule is as follows:

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Respectfully submitted,



Richard J. Rengel, AIA
CA Architect C144199
CA Contractor B 480056



CONTACTS and REFERENCES

Construction Estimating

Mark Thorpe, Thorpe Construction
4563 Eisenhower Circle, Anaheim, CA 92807
714-777-3811 mark@thorpeconstruction.com

Modular Building

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Willscot
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City of Laguna Woods

24264 El Toro Road, Laguna Woods, CA 92637

Rebecca Pennington, Development Programs Analyst
949-639-0561 rpennington@cityoflagunawoods.org

Bill Hayes, Chief Building Official
949-639-0521 buildingofficial@cityoflagunawoods.org

APPENDICIES

- A. SPACE PROGRAM
- B. FLOOR PLAN
- C. SITE PLAN
- D. ELEVATION, FRAMING PLAN
- E. ROOF PLAN
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Laguna Woods Village

PERSONNEL REQUIREMENTS - Security/Landscape/Maintenance

MARCH 2022

2022	2024	2024	2026	2026	2028	2028	2030	2030	2032	2032	Space
Emp	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	per ws

SUMMARY											
1	1	1	690	1	690	1	690	1	690	1	690
2	6	9	1,350	9	1,350	9	1,350	9	1,350	9	1,350
3	6	20	1,438	20	1,438	20	1,438	20	1,438	20	1,438
4	11	11	4,100	11	4,100	11	4,100	11	4,100	11	4,100
6	-	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138
7	-	-	300	-	300	-	300	-	300	-	300
SUMMARY Total:		24	41	9,990	41	10,015	41	10,015	41	10,015	10,015
Existing facility:		24		5,400							

Floor Plan

Main Lobby

interface with residents, need larger wait area, possible receptionist

1.01	Main Entry/Vestibule	-	-	200	-	200	-	200	-	200	200
1.02	Receptionist	1	1	100	1	100	1	100	1	100	100
1.03	Main Conference	-	-	300		300		300		300	300 seats 14-16
Subtotal		1	1	600	1	600	1	600	1	600	
Circulation		-	-	90	-	90	-	90	-	90	
Main Lobby Total		1	1	690	1	690	1	690	1	690	690

Landscape

7 offices mentioned? Possible direct access to parking for crew meetings

1.04	Landscape Manager	2	2	360	2	360	2	360	2	360	180 Bob, Angel
1.05	Landscape Coordinator	1	1	120	1	120	1	120	1	120	120 Maribel
1.06	Landscape Supervisor	3	5	600	5	600	5	600	5	600	120 Jay, Luis, Jose
1.07	Analyst	-	1	Field	1	Field	1	Field	1	Field	Field
1.08	Landscape crew										Field
Subtotal		6	9	1,080	9	1,080	9	1,080	9	1,080	
Circulation		-	-	270	-	270	-	270	-	270	
Landscape Total		6	9	1,350	9	1,350	9	1,350	9	1,350	1,350

Maintenance & Construction

10 employees

1.09	Assistant Director Maint	1	1	180	1	180	1	180	1	180	180 Ian
1.10	Operation Specialists	3	5	650	5	650	5	650	5	650	130
1.11	Manager/Supervisor	1	3	130	3	130	3	130	3	130	130
1.12	Admin Specialist	1	11	130	11	130	11	130	11	130	130
1.13	Work/Copy Area	-	-	60	-	60	-	60	-	60	60
Subtotal		6	20	1,150	20	1,150	20	1,150	20	1,150	
Circulation		-	-	288	-	288	-	288	-	288	
Maintenance & Construction Total		6	20	1,438	20	1,438	20	1,438	20	1,438	1,438

Attachment 1

Laguna Woods Village

PERSONNEL REQUIREMENTS - Security/Landscape/Maintenance

MARCH 2022

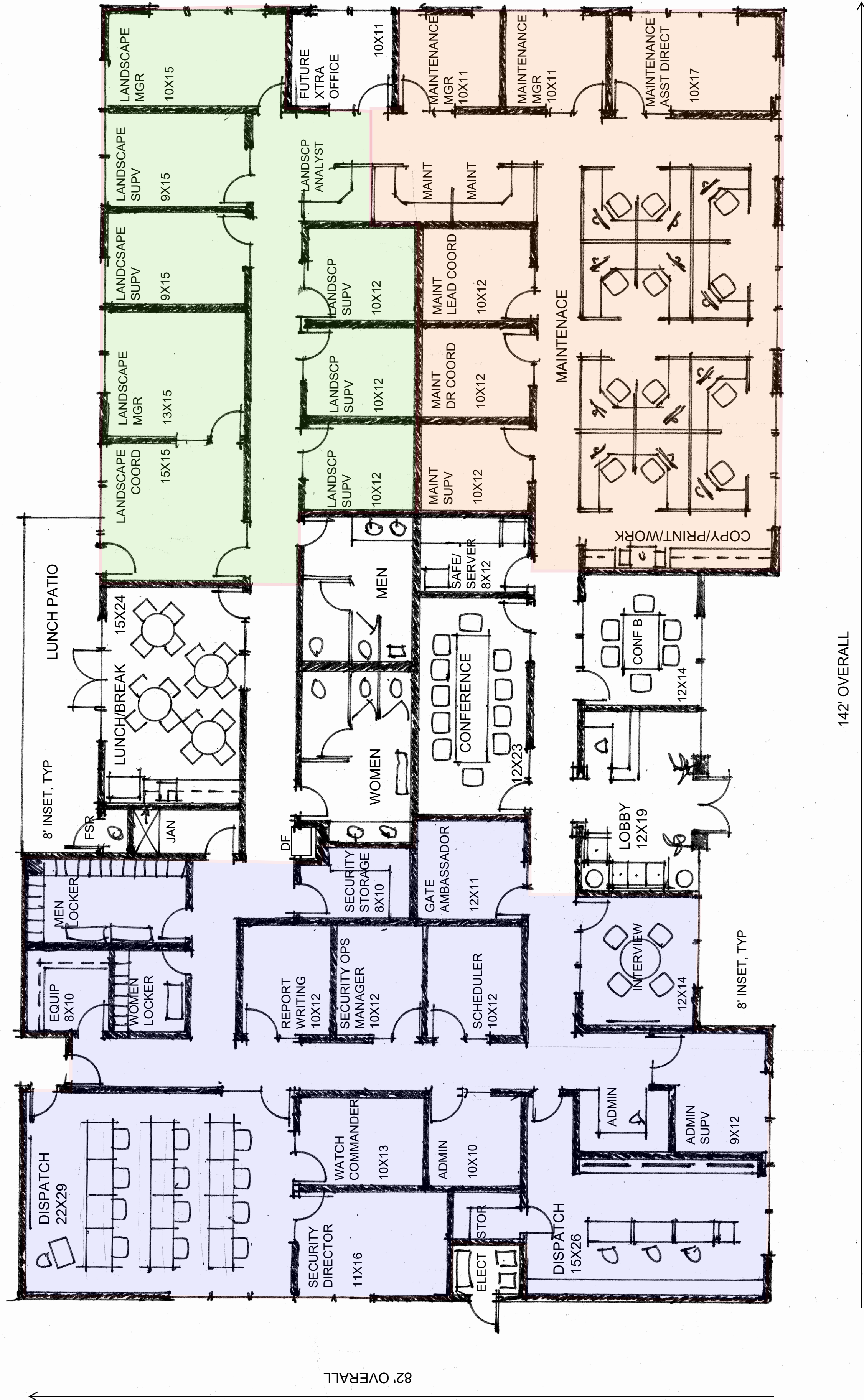
Security																								
possible Security dedicated entrance																								
	2022	2024	2024	2024	2026	2026	2028	2028	2030	2030	2032	2032	2032	2032	2032	2032	2032	2032	2032	2032	2032	2032	Space per ws	
	Emp	Emp	Sq. Ft.	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.	Emp	Sq. Ft.		
1.14	1	1	200	1	200	1	200	1	200	1	200	1	200	1	200	1	200	1	200	1	200	1	200	200 Carlos
1.15	1	1	150	1	150	1	150	1	150	1	150	1	150	1	150	1	150	1	150	1	150	1	150	150 Tom
1.16	1	1	180	1	180	1	180	1	180	1	180	1	180	1	180	1	180	1	180	1	180	1	180	180 24/7 operation
1.17	3	3	975	3	975	3	975	3	975	3	975	3	975	3	975	3	975	3	975	3	975	3	975	325 24/7 operation
1.18	1	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	130 Dan
1.19	2	2	260	2	260	2	260	2	260	2	260	2	260	2	260	2	260	2	260	2	260	2	260	130 Jayanna
1.20	1	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	130 Vanessa
1.21	1	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	1	130	130 Ivette
1.22	-	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	180 4 report desks
1.23	-	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	300 classroom for 8-10
1.24	-	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	80 mail, walkie-talkies, cuffs, etc
1.25	-	-	225	-	225	-	225	-	225	-	225	-	225	-	225	-	225	-	225	-	225	-	225	225 wardrobe closet (currently located in
1.26	-	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	180 Enough for 3 people and a big screen
1.27	-	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	80
1.28	-	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	80
Subtotal	11	11	3,280	11	3,280	11	3,280	11	3,280	11	3,280	11	3,280	11	3,280	11	3,280	11	3,280	11	3,280	11	3,280	3,280
Circulation	-	-	820	-	820	-	820	-	820	-	820	-	820	-	820	-	820	-	820	-	820	-	820	820
Security Total	11	11	4,100	11	4,100	11	4,100	11	4,100	11	4,100	11	4,100	11	4,100	11	4,100	11	4,100	11	4,100	11	4,100	4,100

Employee Area/Auxiliary

1.29	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	180 security, landscape
1.30	-	550	-	550	-	550	-	550	-	550	-	550	-	550	-	550	-	550	-	550	-	550	550
1.31	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	-	180	180 4 person
1.32	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	100 safe, recorder,MRE,freeze
1.33	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	300
1.34	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	-	80	100 w/telecom, storage
1.35	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	100
1.36	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	100 Disaster relief, currently offsite
1.37	-	1,690	-	1,690	-	1,710	-	1,710	-	1,710	-	1,710	-	1,710	-	1,710	-	1,710	-	1,710	-	1,710	100 water, office supplies
Subtotal	-	423	-	423	-	428	-	428	-	428	-	428	-	428	-	428	-	428	-	428	-	428	428
Circulation	-	2,113	-	2,113	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	2,138
Employee Area/Auxiliary Total	-	2,113	-	2,113	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	-	2,138	2,138

Building Core

1.38	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	-	100	100
1.39	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	50
1.40	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	50
1.41	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	50
Subtotal	-	250	-	250	-	250	-	250	-	250	-	250	-	250	-	250	-	250	-	250	-	250	250
Circulation	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	-	50	50
Building Core Total	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	-	300	300

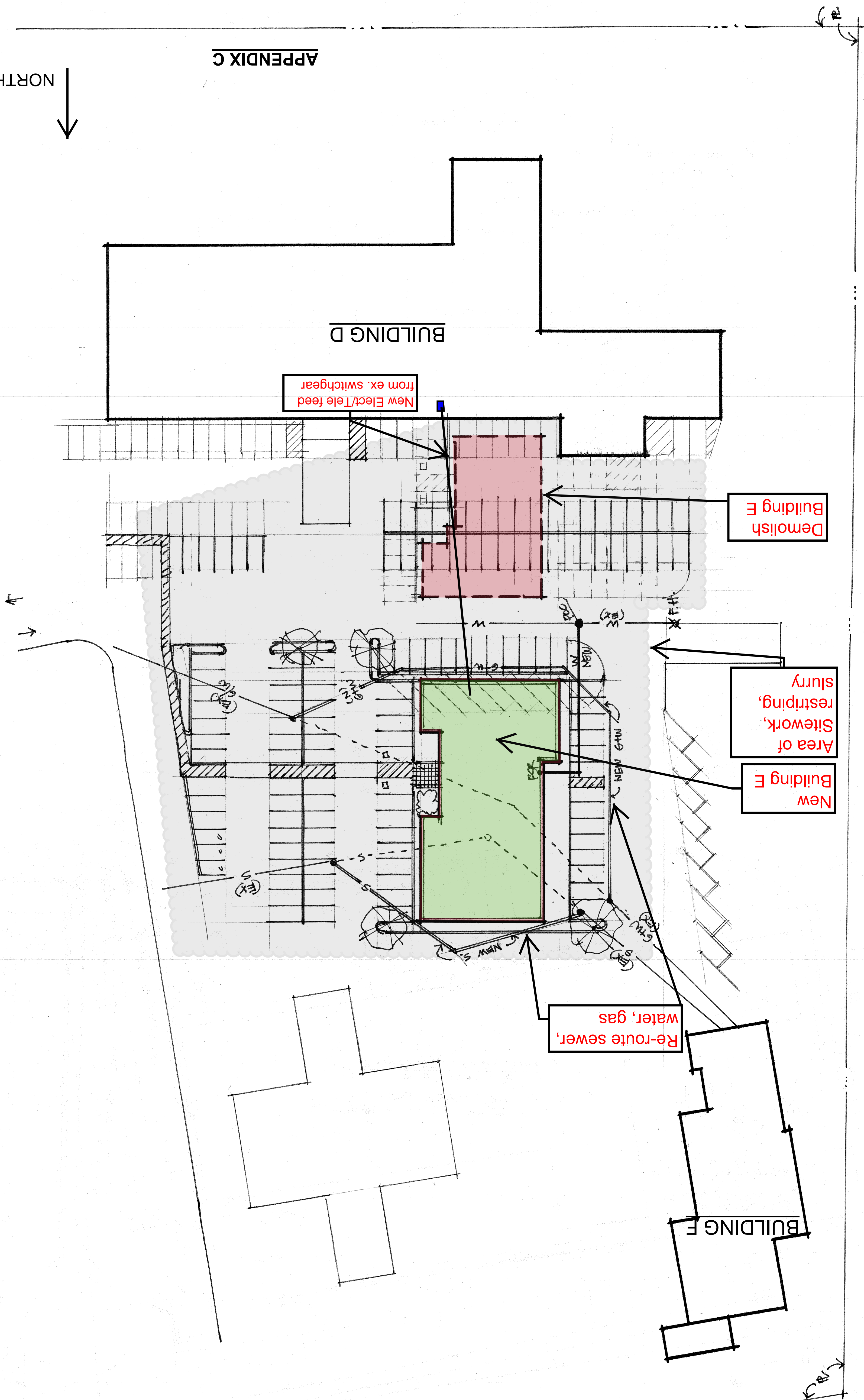


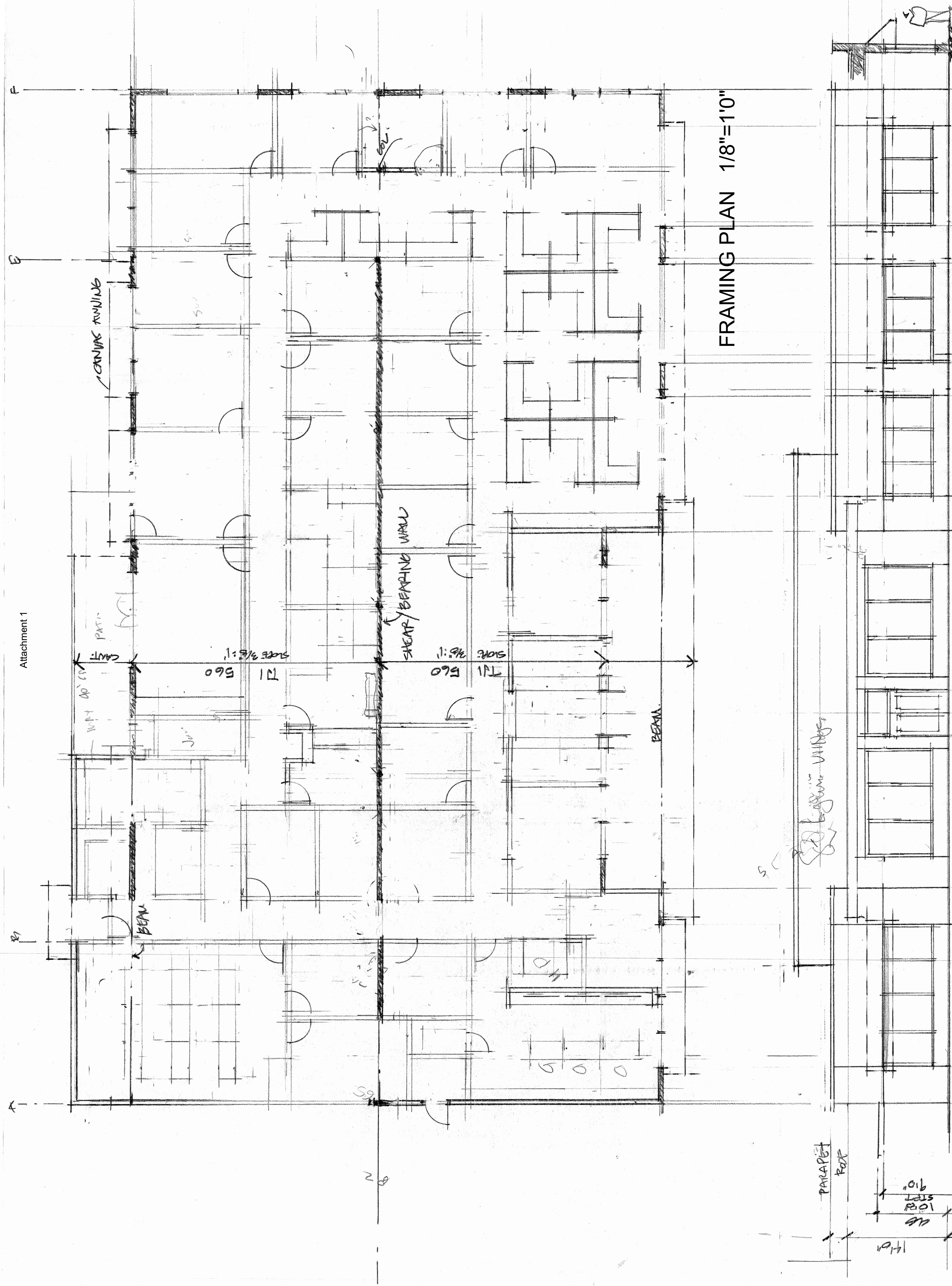


LAGUNA WOODS VILLAGE
BUILDING E
1"=30'

APPENDIX C
NORTH

Attachment 1

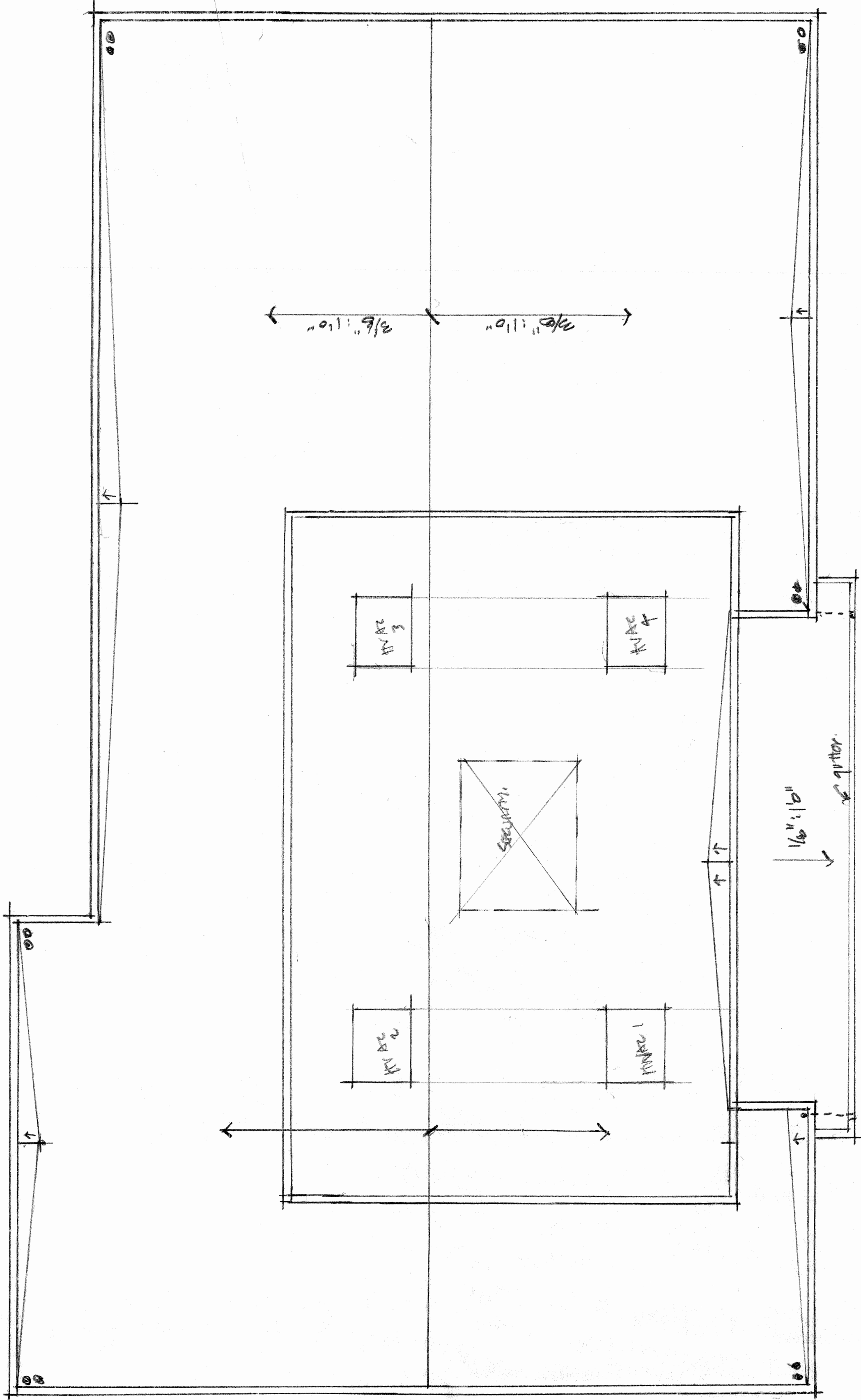




APPENDIX D

LAGUNA VILLAGE BUILDING E

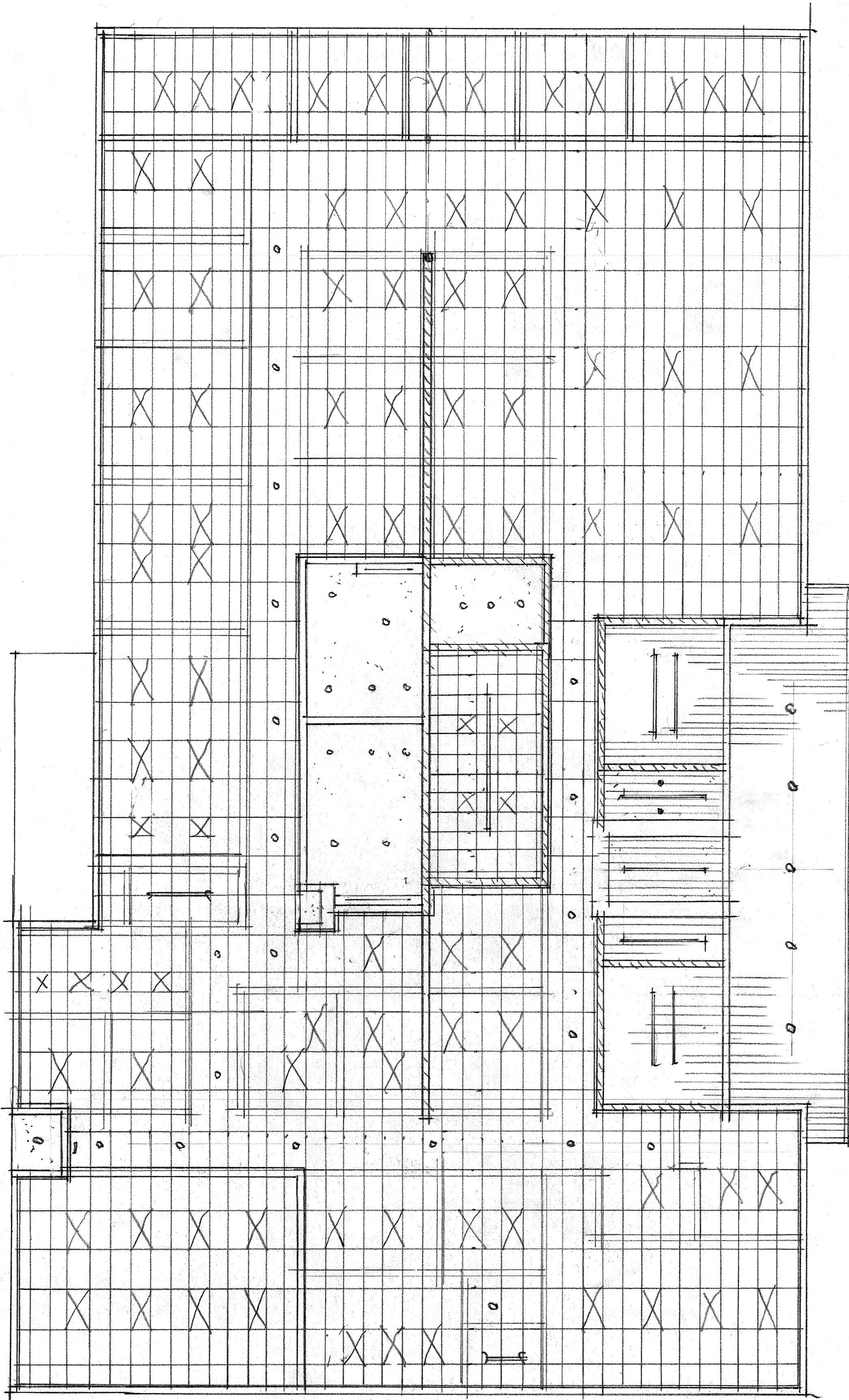
ENTRY ELEVATION (typical) *REV*
1/8"=1'0"



APPENDIX E

LAGUNA VILLAGE BUILDING E
ROOF PLAN

1/8"=1'0"



APPENDIX F

LAGUNA VILLAGE BUILDING E
REFLECTED CEILING 1/8"=1'0"

Laguna Woods Village Building E

April 26, 2022

23081 Campo Verde, Laguna Woods, CA

OUTLINE SPECIFICATIONS:

General Scope of Work: The Project for Laguna Woods Village is the demolition of the existing 7,500 square foot building and replace with a new 10,500 square foot building. Refer to the Floor Plan for additional detail and specifications.

Shell Construction:

- A. **DEMOLITION:** Completely demolish the existing one-story, 7,500 square foot Building E, located at 23081 Via Campo Verde, Laguna Woods. Cap existing utilities and locate for future connection to the new building
- B. **FIRE SPRINKLERS:** Provide new fire sprinkler line to building from existing hydrant to FSR (see plan). *Assumes current water flow capacity meets OCFD requirements.
- C. **GRADING:** From a 2-location soil boring, the existing soil condition was labeled "sandy fat clay" with an expansion potential of "high" and an assumed soil bearing pressure of 1500 psi. Existing foundations were noted to have uplift and cracking. Assume grading an engineered fill pad and remove 36" native soil or 12" below footings, whichever is greater and over-excavate 5'0" around the perimeter. The exposed surface should be scarified 12", moisture conditioned and compacted to 90%. Process over-excavated material as engineered fill.
- D. **SITE:** provide 2 van accessible parking stalls at building entry and truncated domes at 3 exits.
- E. **FOUNDATIONS:**
Footings: 24" wide x 36" deep with #4 rebar top, bottom, middle
Slab: 8" concrete slab with #4 rebar, each way, 24" on center over 12" course gravel base with sealed moisture vapor barrier
- F. **FRAMING/INSULATION:**
Wall: 2x6 at 16" on-center wood frame walls, 12'0" to underside of roof (optional metal stud framing at contractor's discretion) structure, 42" parapet walls. Window header openings 9'0"AFF. R19 faced insulation batts exterior walls, all interior walls R11 unfaced batts.
Roof: 560 TJIs at 16" on-center, maximum 40' span, framing support at HVAC units. Slope at 1/2" per 1'0". Rigid roof insulation, two layers, staggered joints. R19 above all ceiling at all attic spaces. 3-1/2" un-faced acoustical batt insulation above restrooms, lunch room and conference/interview rooms.
- G. **ELECTRICAL:** Provide new 400 amp switchgear.
- H. **HVAC:** Electric (4) 10-ton roof-mounted HVAC units, self-flashing, leveled, factory curb. Digital thermostat. Smoke detector, keyed reset switch located in ceiling. All Conditioned Areas shall have a 2x2 white baked enamel with perforated face, flush mounted supply register and a ducted return register. No transfer grills at restrooms. Supply air 4-way distribution. Filters located at HVAC unit, NOT at return register.

Attachment 1

- I. **PLUMBING:** Provide Sewer/Water from existing capped lines during demolition to new Bar counter, M/W restrooms, janitor sink, and drinking fountain locations. Provide (4) downspouts at each building corner and condensate drains at each HVAC unit. All domestic water, overflow or condensate pipe to be copper, no below-slab piping. Provide access doors for all water and fire valves. All underground sewer Schedule 40 PVC or ABS, above slab cast-iron.
- J. **ROOFING:** Single-ply 80 mil PVC by Sarnafil. Cant strip all corners, extend up parapet wall and cap with GI metal flashing.
- K. **Exterior Finish:** Smooth cast plaster finish with Fry Reglet field joints. 1x8 plastered foam trim along parapet. Exterior acrylic paint, Sherwin Williams.
- L. **GLAZING:** Kawaneer TriFab 451T 2"x4.5" Thermally Broken flush glazing system. Concealed fasteners, Class II clear anodized. PPG Commercial 1" low-E insulating glass "Sungate 100 Low-E glass Atlantica."
- M. **Asphalt Paving:** sawcut and remove areas for new construction and haul-away. New pavement with stabilized Class 6 road base, match existing depth. Install in 2 separate lifts, finish to be smooth and without loose material or honeycombing. Install rubberized crack sealant (Crafco 532) and building junction. Slope minimum 1.5% away from building at entrances and 2-5% at perimeter.
Tack coat material to adjacent paving surfaces and/or structures to which the new asphalt paving comes in contact. Stripe or re-stripe in accordance with the site plan scheme, 2 coats, striping to match existing.
- N. **CANVAS AWNING:** Provide allowance for (7) 42"x42"x 16' canvas awnings over storefront glass.

Interior Improvements:

- 1. Reception/Conference B/Interview: Reception counter with desk: 42" high pony wall with wood panel face and 16" wide solid surface countertop with 1" bullnose. Cabinetry: (see standard millwork spec below) Ceiling: Drywall with soffits, (3) 1" linear LED cable-hung 8' lights (Architectural Lighting Works Moonring 1" or equal), prefinished folded metal attached to underside of TJIs. Pendant lights (2x\$200) over reception counter. Flooring: porcelain tile, brick pattern. 2 walls with plaster finish to match exterior plaster, no color. Provide additional \$20,000 allowance for tenant interior features at Lobby.
- 2. Restrooms: Multi Occupancy (see finish specifications)
Flooring: Porcelain Tile, stack pattern, Schluter dilex metal cove base.
Walls: All walls: Porcelain Tile up wall to 48", Carnegie Torrent 7294A vinyl wallcovering above to ceiling.
Countertops: Solid surface with 4" face, 4" backsplash
Toilet Partitions: Global floor anchored stainless steel, textured finish.
Ceiling: Gyp Board ceiling, continuous light soffit along wet wall, downlights.
Floor drain, minimal slope to drain.
Lavatory: counter-mounted sink and deck faucet, 1/4" thick plate glass mirrors, two coats silver and electroplated copper backing, wiped edges at lavatories, from top of splash to bottom of light soffit.
Tie occupancy sensor to fan and lighting

Accessories:

Napkin Disposal: [Bobrick B-270 sanitary napkin disposals](#) in each woman's toilet stall unless otherwise noted.
Paper Towel Dispenser: [Bobrick B-3944](#) recessed paper towel dispenser with a waste receptacle unless otherwise noted.
Electric Hand Dryer: [Bobrick Trimline No. B-7128](#).
Seat Cover Dispenser: [Bobrick B-221](#) seat cover dispenser each stall.
Toilet Paper Holder: [Bobrick B-686](#) double toilet paper holder.
Grab Bars: [Bobrick B-6897](#), 42"x52" x 1-1/2" diameter, with [Bobrick B-2583](#) concealed anchor plates.
Waste Receptacle: [Bobrick B-3644](#).
Framed Mirror: [Bobrick B165-2436](#).

Contractor is responsible for all blocking and framing requirements, as well as any additional requirements for powered accessories

3. Work areas: Printer/fax/copy area, solid surface work counter with plastic laminate cabinets below and cabinets above, LED task light at all upper cabinets.
4. Break/Lunch Room:
 - Flooring: LVT, see finish specifications.
 - Wallcovering: allowance for vinyl wallcovering, all walls
 - Lighting: Allowance for 6 pendant lights (\$250 each), 10 downlights, dimmable, fluorescent task light at all upper cabinets.
 - Cabinetry: countertop: Krion Nature Series solid surface White Nature 0101-G3 with 4" face, 4" backsplash. Cabinetry: plastic laminate flush overlay fronts, melamine interiors.
 - Sink: 24"x24" with garbage disposer, apron front for knee clearance.
 - Appliances: 18" dishwasher, garbage disposer. Dedicated outlets and space for 36" refrigerator, microwave, coffee maker. Water outlet to refrigerator. Appliances (vending/refrigerator/icemaker/microwave) by tenant.
5. Private Office Standard: Walls: eggshell finish paint, accent color one wall. Standard carpet: plank carpet tiles, rubber base, see finishes specification.
6. Server/Computer room: (3) 20amp dedicated electrical outlets, VCT static dissipative tile, dedicated 24-hour HVAC split system.
7. Open Office area: Walls: eggshell finish paint, accent color one wall. Standard carpet: plank carpet tiles, rubber base, see finishes specification.
8. Conference Room A:
 - Flooring: standard plank carpet tiles, rubber base
 - Ceiling: standard ceiling with Focal Point "Seem 1 Acoustic" cable-hung fixture, gray finish and (4) 2x2 standard LED
 - Walls: all full-height sound walls, polyolefin wallcovering, 2 walls
 - Floor outlet below conference table

Attachment 1

Building Standard Specifications, typical unless noted otherwise in above specifications or Schematic floor plan:

1. Interior Doors: 3'x8'x1-3/4" solid core, oak, stained, prefinished Mahogany color. Timely pre-finished "Alumitone." Typical hardware: US 630 satin stainless steel finish, lever-type to comply with accessibility code. 1-1/2 pairs of butt hinges. Full mortise McKinney, Passage Latch Yale AU 5401LN, Yale 4400 closer (restrooms, locker rooms), Rockwood door stop and silencers. All offices and computer room to have 7-pin locking hardware. Norton closers at restroom, lunchroom.
2. Walls: 5/8" gypsum board, minimum level 4 drywall finish, taped and sanded smooth finish, over 3-5/8" metal or wood studs and unfaced R13 batt insulation, painted with drywall primer and 2 coats eggshell finish Sherwin Williams paint. Level 4 finish.
3. Carpet: Carpet tiles Bentley plank carpet tiles, Suitable 4UVT4 Legit 411450 18x36 field plank ashlar pattern. Tarkett rubber base coved 2-1/2".
4. Heating/Ventilating/Air Conditioning: Existing system, allowable cooling ratio of approximately 1 ton per 300 square feet of office area. Thermostat to be located away from architectural features and not centered in walls.
5. Ceiling tiles: Armstrong Cortga #769 non-directional fissured, class A fire rating, berc-2 clips as required by code. Ceiling grid: Class A 15/16" exposed T grid system with 1-1.2" main tee, 1-1/2" cross tee, 7/8" x 7/8" wall mold by Donn, factory white finish at 10'0" elevation.
6. Windows coverings: non-motorized Mecho/5 standard bracket regular roll with fascia, Soho 1600 Series, 3% open cloth in Sullivan color. Surface mounted. (no shades at storefront doors)
7. Fire Sprinklers: heads to be chrome, fully-recessed with white escutcheons, center on ceiling tile. Schedule 10 pipe (6" or larger), schedule 7 Dyna-flow 'lined pipe' branch lines less than 6". No schedule 5 pipe permitted.
8. Fire Accessories: Semi-recessed extinguisher enclosure, estimated 8 enclosures.
9. Lighting:
 - See lighting notes for specific areas listed above
 - Standard: Cooper Light Solutions Metalux Cruze ST 24CZ2 (2'x4') or 22CZ2 (2'x2') LED Spec grade troffer recessed light fixture.
 - Undercabinet "Thinlight" fluorescent lights at all overhead cabinetry.
 - Corridors areas: Recessed 'can' lights Rayon Lighting 6" diameter LED.
 - Exit signs: (10) w/90-minute battery backup
 - Emergency Lighting: battery-backed emergency lighting in selected 2x4 fluorescent lights.
 - Exterior lighting: (10) wall-mounted exterior pendant lights, allow \$150/fixture cost

10. Power:

Occupancy sensors at all rooms. Offices (3) 110v outlets and one data 'ring and string' each office. GFI outlet each restroom.

Computer Room: provide 3 GFI dedicated 20 amp 110v outlets

Branch wiring #2 and smaller to be copper. All conduit to be EMT and run parallel/perpendicular to building lines. Concealed conduit metal-clad. No conduit on roof or below slab.

Standard electrical decora duplex outlets, 3 per office, average one outlet every 12', fourplex at desk location.

Data box and ceiling conduit for voice/data provided at each office and workstation.

Switches: standard decora

CATV at lunch room, Board Room, Briefing and Dispatch

Desk/work counters: ½ outlets at countertops above counter, ½ outlets grommet thru countertops to outlets below desk/counter height.

11. Interior required signage: Exit/ADA , Exit/electric Selected plastic color and contrasting lettering from standard color palette. \$1000 allowance for Lobby sign.

12. Millwork:

Base Cabinets 34" high, 24" deep, accessible toe kick where required, minimum one row of drawers over doors. Upper cabinets 36" high, 14" deep. Cabinet finishes: plastic laminate on all exposed horizontal and vertical surfaces, ¾" melamine box carcass with ¼" melamine backs installed on French cleat system. All doors 11/16" laminate on the exterior side and white liner on the interior side. Hardware: European style concealed self-closing Blum hinges or equal, 120 degree at standard cabinets, 170 degree at Accessible cabinet doors, drawer slides Grass 6036 Zargen System or equal. Drawer boxes ½" melamine with full extension 100 lb ball bearing slides, soft close. Pulls; 4" wire US26D, adjustable shelf hardware. Countertops: solid surface in areas with sinks, laminate without sinks, 4" splash, typical.

13. Plumbing Fixtures

Lavatories: Lavatory faucets should have maximum 0.5 GPM flow rate.

Lavatory for Vanity: American Standard, "Aqualyn", model #0476.028, white, self-rimming or equal. Sloan Model #EAF200-LT CP Optima Hardwired-Powered Deck-Mounted Mid Body Faucet. Furnish and install a Handy-Shield Drain Cover #3011 White by Plumberex Specialty Products under each lavatory.

Watercloset: American Standard 'Cadet' elongated pressure-assisted toilet for non-handicapped applications: Model #2333.100 or approved equal (white), Olsonite #64 SSTL toilet seat (white). American Standard 'Cadet' Right Height Elongated pressure-assisted toilet for ADA applications: Model #2377.100 (white), Olsonite Model #64 SSTL toilet seat (white).

Attachment 1

Urinal: American Standard, Model #6540.017, or approved equal, white, Sloan Model #180-1.5 flush valve.

Coffee Bar/Lunch Room Sink: **Elkay Model PSR-1918; stainless steel**, Delta Model #100 faucet (Sink faucets should have maximum 1.5 GPM flow rate). Furnish and install a Handy-Shield Drain Cover #3011 White by Plumberex Specialty

Products under each sink: Garbage Disposal: Emerson Model #BGR 5 Badger 5 ½ HP Garbage Disposal.

Tankless Water Heater: 1) *Eemax Spec Advantage* model, or equivalent, including cabinet accessories, sized to meet the demand. Under Sink On-Demand Tankless Water Heater: *Eemax Series One Non-Thermostatic*, or equivalent, with single lavatory/sink.

All plumbing connections shall be made with dielectric unions.

Water Cooler/Drinking Fountain: *Elkay Model #LZODS* for the high-low drink fountain.

Janitor's Mop Service Basin: *Mustee Model # 62M 24" x 24" x 8 ¼"*.

Mustee Service Faucet Part No. 63.600A chrome plated brass service sink faucet, ½" pipe eccentric inlets on 8" centers, or equal. Install white FRP on wet walls to 8' AFF.

Condensate Drains: Furnish and install copper condensate drainage lines with proper venting for all

HVAC equipment plumbing, as allowed by code, insulated per code requirements. The lines shall be no smaller than ¾" diameter and shall be located under the roof unless prohibited by code. Drains shall tie into nearest hub drain or dry well or where allowed by code.

Shut-off Valve: Furnish and install a main water line shut-off valve for the restrooms in the handicapped stall in the men's restroom, not above the ceiling. Provide 8" x 8" stainless steel access panel. Provide a typed label "Main Water Valve" on the access panel.

Exterior frost-free hose bibs, with vacuum breaker and isolation valve for freeze protection, shall be provided as follows: At roof HVAC equipment as required by code. At roof, above office nodes.

Exclusions:

1. Furnishings, fixtures, open office systems furniture
2. Computer, copier, and audio/video equipment
3. Security alarm systems
4. Data, Cable and Telephone systems and system wiring. Data conduit to ceiling and junction boxes provided.
5. Equipment and installation of Security Department radio, uplink, satellite, etc. specialty systems
6. Exterior building signage
7. ADA and Accessibility at existing interior, common area, or exterior site features have not been addressed in these specifications. Any code enforcement at existing features shall be borne by the Owner.

Attachments: Floor Plan, Site Plan, front typical elevation, reflected ceiling plan, roof plan.

Finishes

Pewter Spice

LVT



5

QUARTZ



6

PLASTIC LAMINATE



7

PAIN



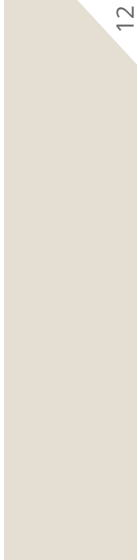
9



10



11



12



CARPET TILE



1

RUBBER BASE



2

VCT



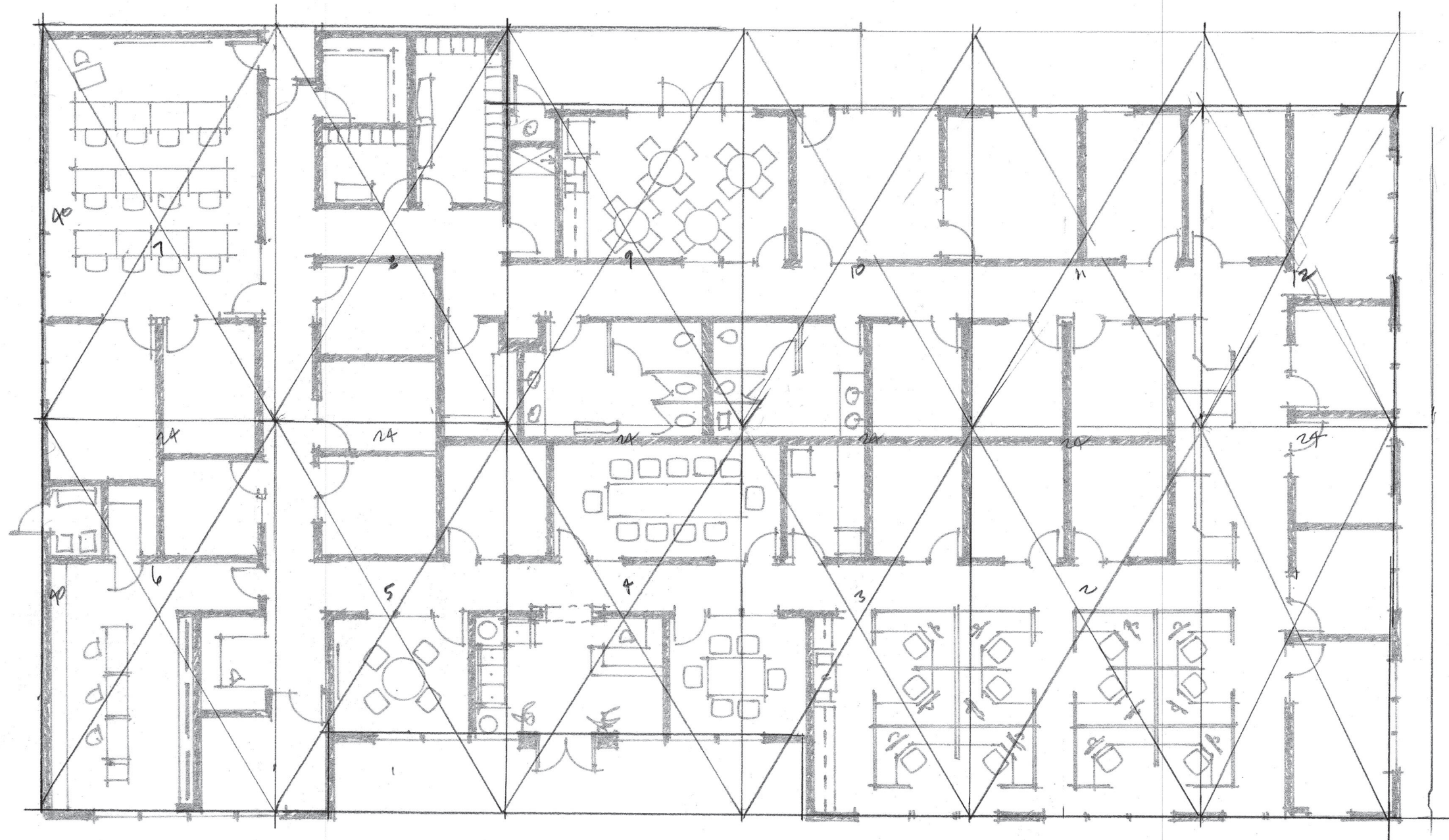
3



4

- 1. Patcraft**
24"x24"
Pewter Spice
801G5
Modern
00550
- 2. Patcraft**
Smokey
00760
S042V
- 3. Armstrong**
Imperial Smokey
Brown
51868
- 4. Armstrong**
Imperial Taupe
51901
- 5. Patcraft**
Platinum LVP
I431V
Nickel
00550
- 6. Cambria**
Berwyn
- 7. Wilsonart**
5th Ave Elm
7966K-12
*to be used as cabinets
- 8. Wilsonart**
Grey Mesh
4877-38
*to be used as countertops
- 9. Sherwin Williams**
Antiquity
SW6402
- 10. Sherwin Williams**
Taupe Tone
SW7633
- 11. Sherwin Williams**
Steely Gray
SW7664
- 12. Sherwin Williams**
White Duck
SW7010

Porcelain Tile
(6"x36") Walk in the Park P238V, Oat 200



APPENDIX H

LAGUNA WOODS VILLAGE
MODULAR SYSTEMS LAYOUT 1/8"=1'0"

Estimate breakdown: Building E

APPENDIX I

Line Item Bid:		Remarks:
Demolition	194,750	site demolition for new building, demolish old Building E
Site Grading	231,800	water meter, grading, import/export allowance, SWPP survey, erosion control
Site Survey	20,000	staking and boundaries
Site Utilities	175,000	Fire service/DCDA, water/gas joint trench, backflows, sewer service, storm drain
Asphalt Paving/Striping	249,992	4" asphalt over 6" base, patch back utility trenches, slurry coat 72,500SF, striping/bumpers
Landscaping	41,400	irrigation, controls, plant materials
Drainage	-	included in grading and asphalt
Temp construction fencing	27,000	
Retaining Walls	-	no retaining walls anticipated
Structural Steel	-	no structural steel anticipated
Concrete Flatwork	57,685	site walkway, drainage swales, entry/lunch patio
Concrete Footings	315,000	
Masonry	-	no masonry anticipated
Rough Carpentry	233,940	
Wood trusses/TJIs/beams	130,000	
Insulation	36,000	R19 ext walls, R11 all interior walls, R11 ceilings, R11 t-bar
Roofing	380,585	80mil single ply, tapered insulation, roof hatch, walk pads
Sheet Metal/Flashing/waterproof	76,100	Parapet cap, misc sheet metal flashing, roof ladder, equipment screen
Caulk/Sealants	5,000	
Skylights	-	no skylights anticipated
Stucco/lath/plaster	171,045	exterior lath and plaster w/reveals, foam parapet
Millwork	99,000	110FL base cabs, 9021LF upper cabs, 400SF countertop
Finish Carpentry		
Doors/Frames/Hardware	85,000	see Outline Specifications
Framing and Drywall	111,570	
Glass/Glazing	105,912	ext storefront metal/glass, ext storefront doors, interior sidelites
Fire Supression/Sprinklers	60,700	sprinklers and extinguisher cabinets
Ceramic Tile/Stone	42,300	Lobby flooring and restrooms
Acoustic Ceiling	97,150	see Outline Specifications
Painting/Wallcoverings	55,530	exterior/interior, sound fabric at conference rooms, FRP jan closet
Flooring	56,532	carpet tiles, VCT, moisture testing, base
Toilet Accessories	15,410	toilet partitions

Attachment 1

Plumbing	90,513	Underground, rough-in, fixtures, HVAC condensates
HVAC	180,368	(4)10 ton electric HVAC units, (2) exhaust fans, distribution, registers, grilles and air balance
Electrical	442,834	temp power, cap ex bldg E, fixtures, power distribution, HVAC power, site electrical/new building feed, fire alarm conduits
Window Treatments	21,767	see Outline Specifications
Specialty Equipment		
Required accessible signage	750	exit signage, restroom signage
(26) Security Dept lockers	36,400	
(7) canvas ext awnings	17,500	
Fire flow monitoring device	7,900	
kitchen dishwasher	1,575	
Site final cleanup/detail	2,310	
Allowances:		
features at public lobby/conference	21,000	ceiling upgrade, lobby sign, light fixtures
exterior sign	15,000	
Excluded:		
ADA/site accessibility repairs or nonconformance at existing site and buildings		
New furnishings, fixtures or equipment		
Construction SubTotal:	\$ 3,912,318	
General Conditions: 1.5%	51,360	toilets, trash, temp power/tele, misc labor
Superintendant	75,600	
Overhead+Profit: 5%	191,260	
Insurance:	40,200	
Bond:	-	Not included, advise if Owner requires a bond
Total estimated construction:	\$ 4,270,738	
Architecure/Engineering		
Soils Report	25,000	
Civil Engineering	185,000	
Use Permit Processing	48,000	application, notices, WQMP
Architect/MEP/Structural Engineering	300,000	
Landscape Architect	10,000	
Misc Reimbursables allowance	20,000	
Total Estimated Arch/Eng:	\$ 588,000	

Attachment 1

Additional anticipated Owner costs:		
City Use Permit fees	7,500	application, public notice
City Permits, fees, plan check	15,000	shell+interiors+grading
Special Inspections	15,000	
Security Department equipment	40,000	satellite systems
Data/Telephone/alarm cabling	45,000	
Moving cost	58,000	relocate from existing building to new building.
Total Owner Additional Costs:	\$ 180,500	
Subtotal:	\$ 5,039,238	
Contingency allowance: 10%	503,924	
Total:	\$ 5,543,162	

APPENDIX I

Laguna Woods Bldg. E- ROM Construction Budget				
Description	Qty	Unit	Cost/Unit	Total
Civil Engineering-Const. staking	1	ls	\$20,000.00	\$20,000.00
Architectural & Engineering			Total	\$20,000.00
Superintendent	36	wk	\$2,100.00	\$75,600.00
Project Offices 8x20 6 months	9	mo	\$235.00	\$2,115.00
Delivery and pickup	1	ea	\$200.00	\$200.00
Temporary toilets (2ea)	9	mo	\$400.00	\$3,600.00
Pick up & delivery of toilets	1	ea	\$85.00	\$85.00
Temporary wash station	9	mo	\$175.00	\$1,575.00
P & D charges for wash station	1	ea	\$85.00	\$85.00
Telephone and Internet service	9	mo	\$300.00	\$2,700.00
Dumpster/trash	20	ea	\$900.00	\$18,000.00
Course of constructions labor	560	hrs	\$40.00	\$22,400.00
General Requirements			Total	\$126,360.00
Detail clean bldg. upon completion	10500	sf	\$0.22	\$2,310.00
Final Clean			Total	\$2,310.00
Water meter rental	1	ls	\$2,000.00	\$2,000.00
Grading	1	ls	\$139,800.00	\$139,800.00
Import / Export Allowance	1000	yd	\$60.00	\$60,000.00
SWPP Survey	1	ls	\$10,000.00	\$10,000.00
Erosion Control	1	ls	\$20,000.00	\$20,000.00
Site Grading			Total	\$231,800.00
Bldg. demo & tree removal	1	ls	\$82,500.00	\$82,500.00
Site demo	1	ls	\$112,250.00	\$112,250.00
Demolition			Total	\$194,750.00

(714) 777-3811
 Thorpe Construction, Inc.
 4563 Eisenhower Circle, Anaheim, Ca 92807
 Fax (714) 777-2188

Description	Qty	Unit	Cost/Unit	Total
New 4" asphalt over 6" base	40281	sf	\$5.23	\$210,670.00
Solid depth patch back at utility trenches	1362	lf	\$13.43	\$18,292.00
Slurry (2) coat	72417	sf	\$0.26	\$18,828.00
Lines, bumpers and signage (Excludes stenciling & #s)	1	ls	\$2,202.00	\$2,202.00
Asphalt Paving			Total	\$249,992.00
Fire service & DCDA	1	ls	\$88,000.00	\$88,000.00
Water & Gas (joint trench) service	1	ls	\$28,000.00	\$28,000.00
Domestic & Landscaping backflows	2	ea	\$5,500.00	\$11,000.00
Sewer service	1	ls	\$18,000.00	\$18,000.00
Storm Drain	1	ls	\$30,000.00	\$30,000.00
Site Utilities			Total	\$175,000.00
Temporary Construction fence w/ privacy cloth	1500	lf	\$18.00	\$27,000.00
Fences and Gates			Total	\$27,000.00
Irrigation, controls and plants for planters	1800	sf	\$23.00	\$41,400.00
Landscaping			Total	\$41,400.00
Building footings and slab	10500	sf	\$30.00	\$315,000.00
4" thick sidewalk around bldg.	3500	sf	\$9.71	\$33,985.00
6" "A" curb	1000	lf	\$18.70	\$18,700.00
Misc concrete patch (v-gutter & curbs)	1	ls	\$5,000.00	\$5,000.00
Concrete			Total	\$372,685.00
Exterior walls, shear wall and roof framing	10500	sf	\$22.28	\$233,940.00
Truss and beam allowance	1	allow	\$130,000.00	\$130,000.00
Rough Carpentry			Total	\$363,940.00
P-lam base cabinet	110	lf	\$175.00	\$19,250.00
P-lam upper cabinets	90	lf	\$175.00	\$15,750.00
Solid surface countertop at base cabinet & RR	400	sf	\$160.00	\$64,000.00
Millwork			Total	\$99,000.00

(714) 777-3811
 Thorpe Construction, Inc.
 4563 Eisenhower Circle, Anaheim, Ca 92807
 Fax (714) 777-2188

Description	Qty	Unit	Cost/Unit	Total
R-19 at exterior walls	1	ls	\$11,800.00	\$11,800.00
R-11 at interior partitions	1	ls	\$10,000.00	\$10,000.00
R-11 at ceilings	1	ls	\$2,700.00	\$2,700.00
R-19 at T-bar	1	ls	\$11,500.00	\$11,500.00
Insulation			Total	\$36,000.00
80mil single ply	12600	sf	\$26.00	\$327,600.00
Taperd insulation	10500	sf	\$4.50	\$47,250.00
Roof hatch	1	ea	\$735.00	\$735.00
Walk pads at HVAC	1	ls	\$5,000.00	\$5,000.00
Roofing			Total	\$380,585.00
Parapet cap	700	lf	\$18.00	\$12,600.00
Misc sheet metal flashing	1	ls	\$15,000.00	\$15,000.00
Roof ladder	1	ea	\$2,500.00	\$2,500.00
Equipment screen	230	lf	\$200.00	\$46,000.00
Miscellaneous Metals			Total	\$76,100.00
Doors, frames and hardware	43	ea	\$1,976.74	\$85,000.00
Door, Frames & Hardware			Total	\$85,000.00
Exterior s/f frames and glass	1590	sf	\$52.00	\$82,680.00
Exterior s/f doors (2) 6080 and (1) 3080	5	ea	\$2,650.00	\$13,250.00
(31) 2070 1/4" clear tempered sidelights	434	sf	\$23.00	\$9,982.00
Glazing			Total	\$105,912.00
Lath and plaster w/ reveals and foam at parapet	10500	sf	\$16.29	\$171,045.00
Lath and Plaster			Total	\$171,045.00

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 4563 Eisenhower Circle, Anaheim, Ca 92807
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Description	Qty	Unit	Cost/Unit	Total
Layout	10500	sf	\$0.15	\$1,575.00
Full ht. walls	50	lf	\$91.63	\$4,582.00
Interior partitions	883	lf	\$67.74	\$59,814.00
Perimeter bath walls	103	lf	\$72.35	\$7,452.00
Plumbing walls	13	lf	\$94.13	\$1,224.00
Low wall	13	lf	\$84.03	\$1,092.00
Column furring	12	lf	\$81.45	\$977.00
Drywall at wood framing	732	lf	\$22.48	\$16,455.00
XP Drywall at wood framing	36	lf	\$24.00	\$864.00
Metal	882	lf	\$5.13	\$4,525.00
Drywall ceilings	512	sf	\$7.92	\$4,055.00
Soffits in baths	40	lf	\$69.12	\$2,765.00
Soffits in Lobby	37	lf	\$99.71	\$3,689.00
Misc patch in Bldg D	1	ls	\$2,500.00	\$2,500.00
Framing & Drywall			Total	\$111,569.00
RR & Lobby Floor tile	925	sf	\$30.00	\$27,750.00
RR Wall Tile to 4' aff	485	sf	\$30.00	\$14,550.00
Tile			Total	\$42,300.00
Armstrong Cortega 769 and Prelude XL 15/16" grid	8880	sf	\$5.49	\$48,751.00
Alcan ceiling at Lobby, Interview Rm and Conf "B" and Entry	1210	sf	\$40.00	\$48,400.00
Acoustical Ceilings			Total	\$97,151.00
Bently Carpet tiles	1011	sy	\$41.97	\$42,432.00
LVT at Breakroom	406	sf	\$7.99	\$3,244.00
Static Dissipative tile at Server Rm	96	sf	\$20.01	\$1,921.00
VCT at Janitor's closet	995	sy	\$2.49	\$2,478.00
2.5" Rubber base	2466	lf	\$1.99	\$4,907.00
Moisture tests	11	ea	\$140.91	\$1,550.00
Floor Covering			Total	\$56,532.00

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 4563 Eisenhower Circle, Anaheim, Ca 92807
 Fax (714) 777-2188

Description	Qty	Unit	Cost/Unit	Total
Roof hatch & access ladder	1	ls	\$200.00	\$200.00
Flashing	708	lf	\$3.05	\$2,159.00
Soffits plaster	762	sf	\$0.87	\$663.00
Wall plaster	10802	sf	\$0.60	\$6,481.00
HM door & frames	4	ea	\$200.00	\$800.00
Drywall ceilings	1325	sf	\$0.87	\$1,153.00
Soffits	85	lf	\$3.00	\$255.00
Interior partitions	26962	sf	\$0.48	\$12,942.00
Accent color	1	ls	\$1,450.00	\$1,450.00
Sound fabric at Conf Rm "A" and wall covering at RR	1	ls	\$25,426.00	\$25,426.00
Equipement rental	1	ls	\$2,650.00	\$2,650.00
Painting and Wallcovering			Total	\$54,179.00
FRP at Janitor's closet	1	ls	\$1,350.00	\$1,350.00
Fiberglass Reinforced Paneling			Total	\$1,350.00
Tactile signage	1	ls	\$750.00	\$750.00
Signage			Total	\$750.00
Partitions and accessories	1	ls	\$15,409.00	\$15,409.00
Lockers	26	ea	\$1,400.00	\$36,400.00
Toilet Accessories			Total	\$51,809.00
Non-motorized Mecho Sades 6' x 6'	42	ea	\$475.32	\$19,963.00
Non-motorized Mecho Sades 4' x 9'	4	ea	\$451.12	\$1,804.00
Window Blinds			Total	\$21,767.00
Fire Sprinkler System	10500	sf	\$5.53	\$58,065.00
Semi-recessed FE cabinet with FE	8	ea	\$330.00	\$2,640.00
Fire Protection			Total	\$60,705.00
Underground, rough in, fixtures and HVAC condensates	1	ls	\$90,512.62	\$90,513.00
Plumbing			Total	\$90,513.00
(4) 10 ton electric HVAC units, (2) exhaust fans, distirbution, registers, grilles and air balance	1	ls	\$180,368.00	\$180,368.00
H.V.A.C.			Total	\$180,368.00

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Thorpe Construction, Inc.

4563 Eisenhower Circle, Anaheim, Ca 92807

Fax (714) 777-2188



Description	Qty	Unit	Cost/Unit	Total
Temp Power	1	ls	\$10,000.00	\$10,000.00
Safe off existing building	1	ls	\$10,000.00	\$10,000.00
Light fixtures and controls	1	ls	\$200,415.00	\$200,415.00
Office power and data stubs	1	ls	\$72,116.85	\$72,117.00
HVAC power	1	ls	\$19,100.61	\$19,101.00
Electrical service and distribution	1	ls	\$52,950.92	\$52,951.00
Site electrical & new bldg feed	1	ls	\$74,750.00	\$74,750.00
Conduits for fire alarm	1	ls	\$3,500.00	\$3,500.00
Electrical			Total	\$442,834.00
(7) Canvas awnings 42" x 42" x 16'	7	ea	\$2,500.00	\$17,500.00
Awnings			Total	\$17,500.00
Monitoring device for fire sprinkler flow	1	ls	\$7,900.00	\$7,900.00
Fire Alarm			Total	\$7,900.00
Allowance for tenant interior features at Lobby	1	allow	\$20,000.00	\$20,000.00
Allowance for Lobby sign	1	allow	\$1,000.00	\$1,000.00
Allowance for 18" dishwasher	1	allow	\$1,575.00	\$1,575.00
Allowances			Total	\$22,575.00
Sub Total				\$ 4,018,681.00
Liability Insurance				\$40,187.00
Contractors Fee				\$191,256.00
LAGUNA WOODS-BUILDING "E"				
TOTAL ROM CONSTRUCTION BUDGET				\$ 4,250,124.00

(714) 777-3811

Thorpe Construction, Inc.

4563 Eisenhower Circle, Anaheim, Ca 92807

Fax (714) 777-2188

Estimate breakdown: Building E MODULAR option

APPENDIX J

Line Item Bid:		Remarks:
Demolition	194,750	site demolition for new building, demolish old Building E
Site Grading	210,000	water meter, grading, import/export allowance, SWPP survey, erosion control
Site Survey	20,000	staking and boundaries
Site Utilities	175,000	Fire service/DCDA, water/gas joint trench, backflows, sewer service, storm drain
Asphalt Paving/Striping	249,992	4" asphalt over 6" base, patch back utility trenches, slurry coat 72,500SF, striping/bumpers
Landscaping	41,400	irrigation, controls, plant materials
Drainage	-	included in grading and asphalt
Temp construction fencing	27,000	
Retaining Walls	-	no retaining walls anticipated
Structural Steel	-	no structural steel anticipated
Concrete Flatwork	57,685	site walkway, drainage swales, entry/lunch patio
Concrete Footings	185,000	perimeter stem footing, piers
Masonry	-	no masonry anticipated
Modular Building	2,300,000	modular building, delivery and install on owner's foundations
Insulation	36,000	R19 ext walls, R11 all interior walls, R11 ceilings, R11 t-bar
Roofing	-	in Modular cost
Sheet Metal/Flashing/waterproof	62,000	misc sheet metal flashing, roof ladder, equipment screen
Caulk/Sealants	-	by modular installer
Skylights	-	no skylights anticipated
Stucco/lath/plaster		standard modular FRP finish
Millwork	99,000	110FL base cabs, 9021LF upper cabs, 400SF countertop
Finish Carpentry		
Doors/Frames/Hardware	85,000	interior, see Outline Specifications
Framing and Drywall	111,570	interior, see Outline Specifications
Glass/Glazing	10,000	interior sidelites
Fire Supression/Sprinklers	60,700	sprinklers and extinguisher cabinets
Ceramic Tile/Stone	42,300	Lobby flooring and restrooms
Acoustic Ceiling	97,150	see Outline Specifications
Painting/Wallcoverings	55,530	exterior/interior, sound fabric at conference rooms, FRP jan closet
Flooring	56,532	carpet tiles, VCT, moisture testing, base
Toilet Accessories	15,410	toilet partitions
Plumbing	90,513	Underground, rough-in, fixtures, HVAC condensates
HVAC	180,368	(4)10 ton electric HVAC units, (2) exhaust fans, distribution, registers, grilles and air balance

Attachment 1

Electrical	442,834	temp power, cap ex bldg E, fixtures, power distribution, HVAC power, site electrical/new building feed, fire alarm conduits
Window Treatments	21,767	see Outline Specifications
Specialty Equipment		
Required accessible signage	750	exit signage, restroom signage
(26) Security Dept lockers	36,400	
(7) canvas ext awnings	17,500	
Fire flow monitoring device	7,900	
kitchen dishwasher	1,575	
Site final cleanup/detail	2,310	
Allowances:		
features at public lobby/conference	21,000	ceiling upgrade, lobby sign, light fixtures
exterior sign	15,000	
Excluded:		
ADA/site accessibility repairs or nonconformance at existing site and buildings		
New furnishings, fixtures or equipment		
Construction SubTotal:	\$ 5,029,936	
General Conditions:	% 42,000	toilets, trash, temp power/tele, misc labor
Superintendant	60,000	
Overhead+Profit:	% 136,497	
Insurance:	35,000	
Bond:	-	Not included, advise if Owner requires a bond
Total estimated construction:	\$ 5,303,433	
Architecure/Engineering		
Soils Report	25,000	
Civil Engineering	185,000	
Use Permit Processing	56,000	
Architect/MEP/Structural Engineering	225,000	
Landscape Architect	10,000	
Misc Reimbursables allowance	20,000	
Total Estimated Arch/Eng:	\$ 521,000	
Additional anticipated Owner costs:		
City Use Permit fees	7,500	

Attachment 1

City Permits, fees, plan check	15,000	
Special Inspections	15,000	
Security Department equipment	40,000	satellite systems
Data/Telephone/alarm cabling	45,000	
Moving cost	58,000	relocate from existing building to new building.
Total Owner Additional Costs:	\$ 180,500	
Subtotal:	\$ 6,004,933	
Contingency allowance: 10%	600,493	
Total:	\$ 6,605,426	



Modular Building Concepts, Inc.
 12580 Stotler Court Poway, CA 92064
 (858) 679-1185 -- Fax: (858) 679-6804
 www.mbconcepts.com

Attachment 1

Quote Date: 5/12/2022
 Quote/Agreement #: 19921
 Quote Expires: 6/11/22
 Acct Rep Kerper

ESTIMATE

Purchaser

Rengel + Co. Architects
 C/O Richard Rengel

Delivery Location

Project: Laguna Woods
 Address: Laguna Niguel

Building

Prevailing Wage: No

Qty	Description	Size	Unit ID	Serial #	Price	Estimated Tax**	Total Price
1	Modular building	10,500 sf	New	TBD	\$ 2,119,293.00	\$ 164,245.00	\$ 2,283,538.00

Delivery and Set-Up

Qty	Description	Each	Total	Estimated Tax**	Total Price
	Delivery to Laguna Niguel			Included	Included
	Installation on client provided concrete foundation			Included	Included
	Crane rental			Included	Included

Options

Qty	Description	Each	Total	Estimated Tax**	Total Price
	None				

**** Estimate Only, some items may not be subject to tax. Payment terms and deposits subject to change based on final credit approval from Modular Building Concepts, Inc. 25% Deposit required prior to ordering buildings. Quotation is subject to Terms and conditions. Pricing is based on NON-PREVAILING WAGE unless otherwise stated. Pilot cars and/or transportation permits (if required) will be an additional charge and billed to client. Tax amount subject to change based on rates in effect when billed. On Armed Forces Bases where "Rapid Gate" is required, the total cost will be billed to customer. By signing this document, customer accepts attached Terms and Conditions. (Attached 2 pages)**

Sales Tax Rate Applied** 0.00%

Purchaser Signature: _____ Date Signed: _____ Title: _____

APPENDIX J

Agenda Item #12c

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Modular Building Concepts, Inc.

12580 Stotler Court Poway, CA 92064
(858) 679-1185 - Fax: (858)679-679-6804
Certified CA Small Business #8480
www.mbconcepts.com

Quote Date: 5/12/2022
Quote #: 19921
Acct Rep: Kerper

EXCLUSIONS AND CLARIFICATIONS

Primary Exclusions

Furniture
Cubicles
Ramps, decks, steps
Site work
Permits
Utility connections
Construction or design of concrete foundation
Prevailing wages

Primary Clarifications

This is an estimate only for building E. MBC has not solicited prices from any suppliers or vendors for this project.

Installation estimate includes labor and crane rental to lift 15 modules onto client provided foundation and weld down.

Estimate based roughly on the attached AIA floor plan with revisions to make the structure transportable and modular

With steady price increases in the prior months and more expected we suggest adding a buffer for future price increases.

Modular Building Concepts, Inc. Terms & Conditions - Sale

Attachment 1

TERMS:

"MBC" - Modular Building Concepts Inc.

"DOH" - California Department of Housing

"Floor" A single unit, single wide or "module"

"Unit" - Commercial coach, modular building or trailer

1. CONSTRUCTION STANDARDS

Proposal based on a California Department of Housing approved Type V, non-rated, B-2 occupancy, Title 25 commercial coach and MBC standard construction finishes and colors unless otherwise stated. Each structure will bear the California D.O.H. insignia certifying State compliance. Design and construction will be in accordance with typical industry standards and the most recent version of the Uniform Building Code (U.B.C.), Uniform Mechanical Code (U.M.C.), Uniform Plumbing Code (UPC) and the National Electric Code (N.E.C.) as adopted by D.O.H. Specifications, floor plan, method of installation, and pricing, subject to change according to D.O.H. and local Building Department requirements. Sprinkler systems (if required) not included. Fire protection systems (when requested) will be in conformance with D.O.H. standards only.

2. CODES and CODE COMPLIANCE

MBC is not responsible for code compliance with any regulatory agency other than the California Department of Housing. Compliance with special codes or requirements due to occupancy or use of unit will not be the responsibility of MBC without prior knowledge in writing. If unit must comply with any other code(s), client shall provide MBC complete information or specifications in writing prior to submitting a proposal. Compliance with local Fire Marshal shall be the client's responsibility. Building is not Title 24 compliant.

3. PERMITS

MBC does not provide building permits or permits for electrical, sewer or water system. Requirements resulting from permits shall be the client's responsibility. MBC highly recommends that client consult with building department prior to ordering unit to determine local requirements. Client assumes all responsibility for obtaining and paying for any permits, onsite inspection fees by the DOH or licenses that may be required by law to possess or occupy unit. MBC shall be responsible for obtaining State of California approval to manufacturer unit only. Fees for transportation permits and pilot cars (if required) will be billed to client.

4. MBC RESPONSIBILITY

MBC shall provide and install a State of California DOH approved unit on a steel pier and wood pad "foundation" only, unless otherwise noted.

5. CLIENT RESPONSIBILITY

Client shall be solely responsible for: providing flat, level, accessible, and stable pad for unit, make all utility connections, determine local building, zoning, fire and health department requirements, and any other requirements affecting the use or construction of unit; secure building permits and pay all permit fees or any other fees associated with acquiring unit. Pad shall be minimum 1000 PSF with minimum 90% compaction.

6. DRAWINGS

Standard drawings will be provided with each new unit if required. Additional drawings, "wet stamped" drawings or engineering for unit will be extra. Drawings or engineering for ramps, decks, steps, foundation, or tie downs will be an additional charge.

7. SITE PREPARATION

Client assumes all responsibility for preparing site. Site must be flat and level within 3" in all directions, accessible by truck and unit without special handling, free from all obstructions (i.e. buildings, cars, trees, fences, etc.) and capable of adequately supporting unit without settling. Additional equipment or labor to install unit due to non-standard or unlevelled site conditions will be billed to client. Minimum soil compaction is 1000 PSF. Settling of unit is not covered under warranty. Finished grade must be sloped to prevent "standing water" under unit. Client responsible for

8. INSTALLATION/FOUNDATION

Installation includes placing the unit on a "temporary" steel pier and pressure treated wood pad "foundation" system. Piers shall be placed under frame approximately 6'-8' apart and without "tie downs". Seismic tie downs are strongly recommended and available from MBC at an additional charge. Unless otherwise requested, foundation is not DOH approved or engineer approved. Installations requiring DOH or engineer approval must be known prior to installation and will be billed to client. Client is responsible for determining building department requirements, local ordinances and "set-back" requirements. Exclusions: Skirting, tie downs, concrete foundation, jacking unit into position, use of forklift or crane, removal of tires, wheels, axles or hitch, raising or lowering of unit, setting unit below grade, prevailing wages, stand-by time, on site inspection fees, state approved foundation, returning tires, wheels, axles, or hitch to MBC, overtime, weekend or holiday work. Maximum floor height above grade is typically 34"-36". Minimum floor height above grade is typically 28"-30". Installations exceeding 36" or less than 28" may be an additional charge. NOTE: If local building department requires a change from MBC standard installation, costs will be based on scope of work and billed to client. Engineered foundation plans are an additional charge. Settling of unit is not covered under MBC warranty.

9. SEISMIC TIE DOWNS

Unless otherwise noted, tie downs are not included. If tie downs are required, prices shall be based on installation in dirt with acceptable subterranean conditions (no rocks or excessively hard soil). Exclusions - engineered plans, or calculations, pull out tests, soils tests, removal of tie downs or patching of asphalt or concrete after removal. Client is responsible to determine location and depth of all underground utilities. MBC highly recommends contacting "Dig Alert" at least 3 days prior to tie down installation to determine existence of underground gas, water, electric, phone, data or irrigation lines. MBC or their contractor will not be responsible for any damages to or liability from hitting utility lines. Quantity of tie downs based on manufacturer recommendation and local building code. Installation in concrete or asphalt will be extra.

10. ADDITIONAL CHARGES FOR INSTALLATION

Determining additional installation in advance due to "non standard" conditions is impractical. Therefore, all quotes are based on "normal" conditions where site is flat and level within 3" in all directions, and accessible by truck. The following minimum estimated charges might be used as guidelines: Actual costs will be based on scope of work and time and materials. Remove or install tire: \$25 ea., Remove or install axle: \$75 ea., Remove or install hitch: \$75 ea., Lower or raise unit (single wide) 6"-18": \$125 per "floor", Lower or raise unit (complex) 6"-18": \$200 per "floor". Jack and/or roll unit into position (driver only): \$100-\$200 per hour per "floor", Jack and/or roll unit into position (driver and crew): \$100-\$200 per hour per "floor". Rental of forklift and operator: \$350-450/day, Downtime on site \$100 per hour per "floor", Install seismic tie downs: \$80 ea. Pilot car: \$2.50/mile ea. vehicle (Min. \$200), Transportation permit: \$75-\$305 per "floor". Engineer approved "wet stamped" foundation plans utilizing steel piers, wood pads & seismic tie downs: \$250 ea., DOH approved plans for new units: \$500 ea. Building installations outside San Diego County subject to per diem.

11. UTILITIES

PLUMBING - Connection of sewer and water lines excluded. All lines stubbed below floor only. Client is responsible for labor and materials to manifold and connect to source on site. Incorrect service, improper connection or excessive pressure may damage plumbing or fixtures. Client is responsible for damages and repairs.

ELECTRICAL - Connection of electrical sub-panels to source excluded. Multi-unit structures require interconnecting of sub-panels by client. Sub-panels by MBC, main panels by client. Incorrect service, "power surge", use of faulty generator or improper connection to panel may damage HVAC, lighting or electrical system. The use of a generator may void certain electrical or HVAC component warranties as per the manufacturer. Client is responsible for all damages and repairs.

Determining location of unit on site

Initials: _____

Modular Building Concepts, Inc. Terms & Conditions (Continued) - Sale

Attachment 1

WATER PRESSURE – Client responsible for maintaining appropriate water pressure to unit. Damages or service calls resulting from water pressure exceeding the unit's normal operating range is not covered by MBC warranty.

Client is responsible for all damages and repairs.

HOLDING TANKS – Water damage resulting from the use of a holding tank is not covered under MBC warranty. Tanks that "back up" for any reason (i.e. debris in the lines, fixtures that are left on or continue to run) thereby flooding unit are the client's responsibility. All costs associated with repairs including service calls, water extraction, cleaning, removal or replacement of water-damaged materials are client's responsibility.

SPRINKLER SYSTEM - Not included. If sprinkler system is provided by MBC, the price shall be based on a "light duty" system only. MBC recommends client meet with local fire department to determine specific requirements and provide MBC with written specifications prior to constructing unit. Unit sprinkled above and below ceiling only with piping stubbed out at end wall on each unit. Exclusions: connecting sprinkler stub outs to water source on site, manifold stub outs, permits, risers, hydraulic calculations, on site testing, underground piping, below floor sprinkler, smoke detectors or fire alarm system.

12. STEPS / RAMPS

STEPS – Not included on purchase transactions unless otherwise noted. NOTE: Standard MBC steps are available in one size only and are not OSHA approved. Client is responsible for meeting all ADA, OSHA and local building requirements for entrance/exits. If site is unlevel and MBC steps are too high, too low or unstable, client must provide safe access to unit. MBC cannot guarantee steps will meet all codes. If after delivery of unit steps must be returned or exchanged due to site conditions, there will be a minimum \$75 pick up or delivery fee (San Diego County only). Client shall not attach step to unit or paint step.

RAMPS – Not included. If ramps are requested, costs will be determined after unit is in place and site is inspected. Any prices quoted prior to delivery of unit are estimates only.

13. TAX and LICENSE FEES

Client agrees to pay for all City, County, State or Federal sales and use tax and license fees where applicable. Rental agreements are subject to California sales tax.

14. DELIVERY (New Units Only)

Quoted delivery dates on new units is an estimate only and subject to change. Actual delivery will be based on manufacturers production level at time of plan approval. MBC will not be responsible for any liability or liquidated damages caused by circumstances beyond their control including weather delays, material shortages or production scheduling.

15. WARRANTY

NEW PURCHASED UNIT - MBC shall warrant unit against manufacturer's defects in workmanship for one year. Warranty period begins 10 days from completion of unit at the factory, or installation on site, whichever occurs first.

USED SOLD UNITS - Used units sold "as is where is" with no warranty expressed or implied.

Settling of unit not covered under warranty.

16. PURCHASE CANCELLATION

NEW UNIT - If client cancels and the unit has not been manufactured, MBC shall be reimbursed for all expenses incurred prior to cancellation. If client cancels and the unit has already been built, the full purchase price is due within 10 days of completion of the unit.

17. LEGAL USE OF UNIT / HOLD HARMLESS

Client agrees to comply with all State, Federal, and local laws and regulations, and to indemnify and hold harmless MBC from any and all fines, penalties or liabilities that may arise from violation of such law or regulation. Client further agrees to indemnify and save harmless MBC from any claims, liens, demands or liability whatsoever arising from any work done by client or their designated party.

Client will indemnify and save MBC harmless from any loss, cost or expense from liability to any person on account of damages to person or property arising out of failure of client to comply with the requirements and provisions of the Rental.

18. PRICE INCREASES

NEW UNITS - Prices effective for 30 days from date of quotation. Due to possible labor and material cost increases, MBC reserves the right to increase prices if; 1) Signed agreement is received later than 30 days from date of quotation 2) Production of unit does not proceed within 60 days of receiving signed agreement.

19. TERMS

PURCHASE - 25% on order, balance within 10 days of "beneficial occupancy" or completion of unit at factory, whichever occurs first. Punch list items, if any, will be remedied under warranty. Under no circumstances shall client withhold payment for warranty items or retention. If a building permit is being secured for installation of the modular unit, MBC must receive a copy of the permit before factory construction can be authorized.

20. WILDLIFE URBAN INTERFACE (WUI) COMPLIANCE

Certain areas of California are subject to "WUI" standards for fire resistant materials on buildings and structures. Unless otherwise requested and agreed upon in writing, MBC cannot guarantee that the unit being rented or purchased meets this standard. MBC highly recommends that client consult with their local building department prior to ordering unit to determine their requirements. Meeting all necessary WUI standards are the client's responsibility.

21. MISCELLANEOUS

A) MBC shall have the right to place upon unit their name and phone number and inspect unit unless requested in writing (prior to ordering).

B) MBC is a licensed dealer of DOH approved commercial coaches

C) Each person signing this agreement warrants and declares under penalty of perjury that they have the authority to make this transaction on behalf of their respective corporations or companies.

22. PENDING CODE CHANGE

The California Department of Housing and Community Development (HCD) has modified existing regulations governing the design and construction of Commercial Modulares and Special Purpose Commercial Modulares for units manufactured ON or AFTER March 31, 2012. The changes primarily involve measures to improve energy efficiency of mobile and modular structures. Any quotes, sales agreements, purchase orders or contracts of any kind currently signed or outstanding for new equipment (lease or sale) are now subject to this requirement and any pricing previously provided is subject to change as well.

23. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between client and MBC. No other agreements, representations or understandings shall bind MBC unless agreed upon in writing by an authorized MBC official. The provisions of this agreement may hereafter be changed only in writing and signed by both parties.

Agreement # #REF!

DOCUMENTS

LAGUNA WOODS VILLAGE SUPPLIED

CITY OF LAGUNA WOODS HISTORICAL CUP

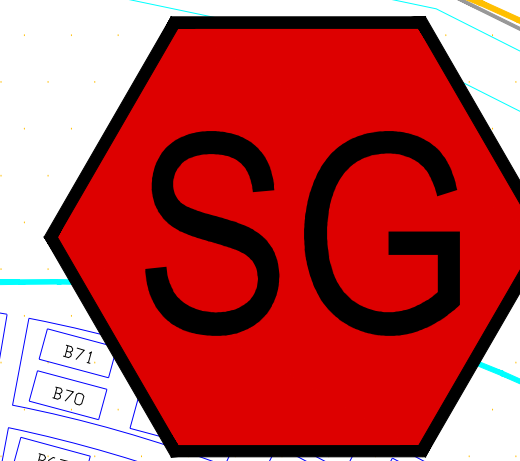
CITY OF LAGUNA WOODS CUP PROCESSING INFORMATION

PARCEL 5

MAINTENANCE WAY

RV LOT B

Attachment 1



GARDEN CENTER CIRCLE

PARCEL 8
GARDEN CENTER 2

VIA CAMPO VERDE

PARCEL 7

VIA CAMPO VERDE

PARCEL 9

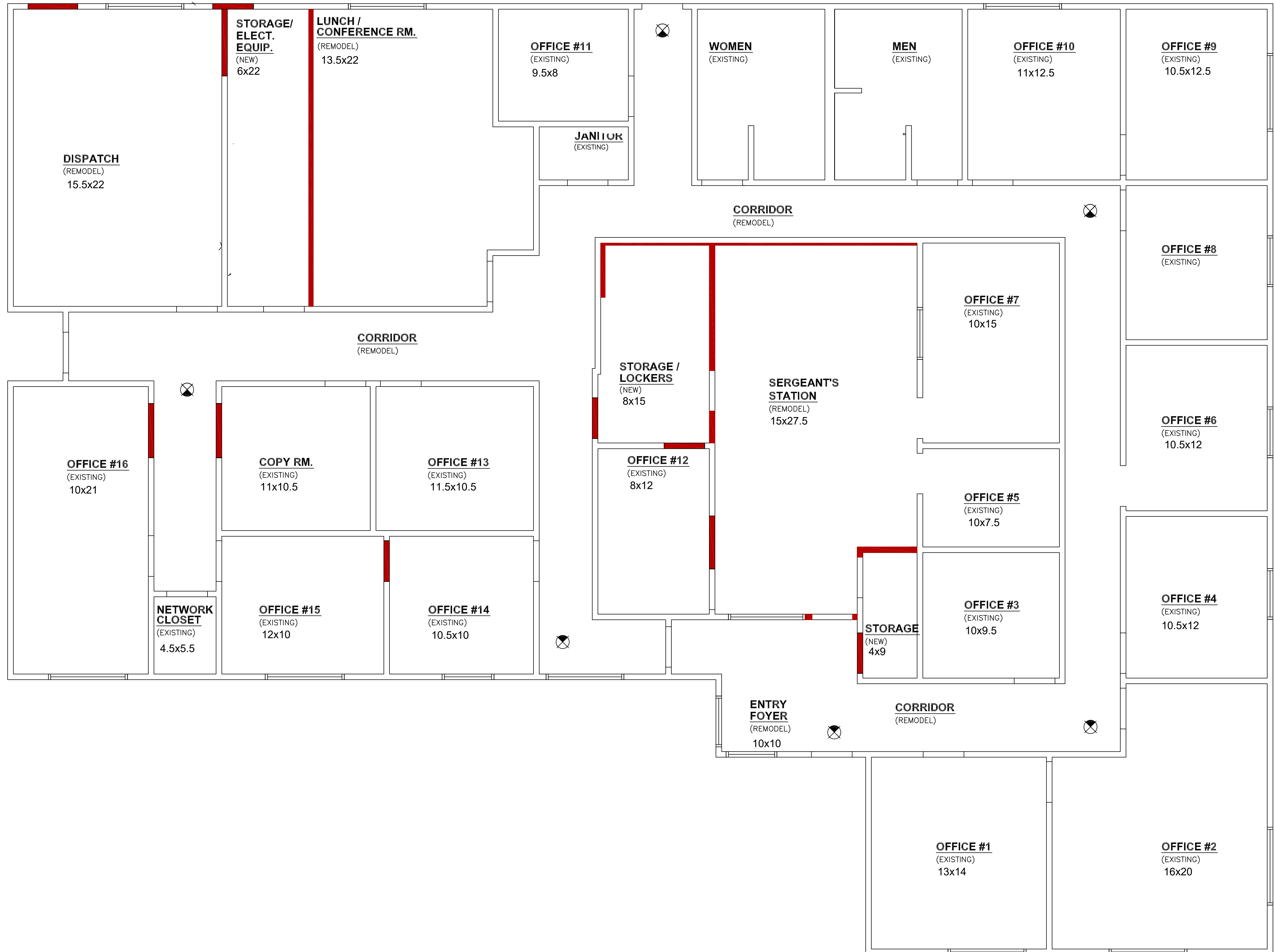
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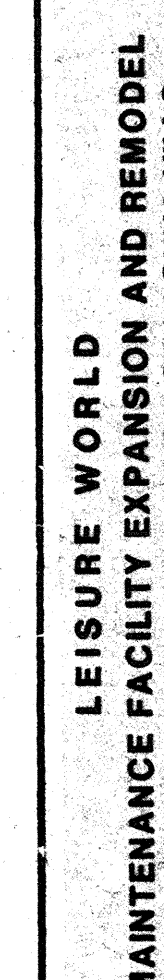
GOLDEN RAIN
FOUNDATION

MAINTENANCE CENTER YARD
23081 VIA CAMPO VERDE, LAGUNA WOODS, CA

PREPARED BY:
CYRUS NASSER
07 / 06 / 19

P1.0

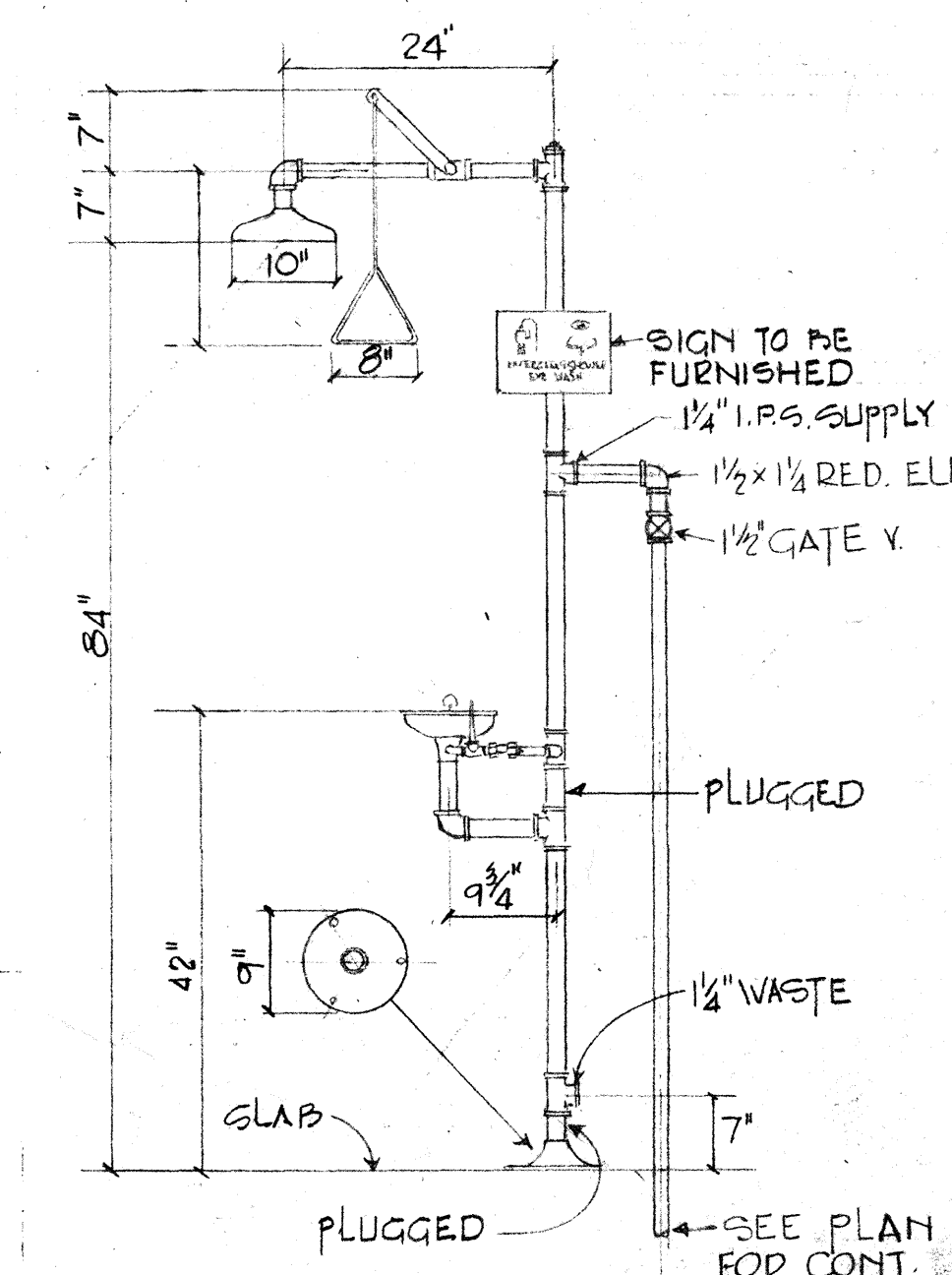





ET TITLE SITE UTILITIES PLAN

JOB NO. _____
S F
DATE 5

86-704 01-1		1/13/87		GRILLIAS • PIRC • ROSIER • ALVES GRILLIAS • ARCHITECTS • ENGINEERS PLANNERS • ARCHITECTS • ENGINEERS PLANNERS • ARCHITECTS • ENGINEERS		4940 irvine boulevard • suite 204 irvine, california 92714 telephone 927-9730		FOR GOLDEN RAIN FOUNDATION OF LAGUNA HILLS GOLDEN RAIN FOUNDATION OF LAGUNA HILLS		ARCHITECT A.A.A.		ENGINEER A.A.A.		1/13/87		86-704	
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2 EMERGENCY SHOWER
SP-1 & EYEWASH NO SCALE

SITE UTILITY PLAN

SCALE
1" = 30.00'

Agenda Item #12c
Page 73 of 96

MINUTES

ORANGE COUNTY PLANNING COMMISSION MEETING - JUNE 8, 1976

P.C. TAPE NO. 68 , RECORDING INDEX: 0093; TIME: 3:20 P.M.

ITEM 7 - PUBLIC HEARING - CONDITIONAL PERMIT No. CP-1545 of the Golden Rain Foundation of Laguna Hills, in the Rossmoor Leisure World/Laguna Hills area - District 5. To permit the alteration of an existing maintenance facility building in the Rossmoor Leisure World Planned Community District.

ACTION: 0330: 4:00 P.M.: The motion of Cranston, seconded by Grindle, to approve CP-1545, subject to the 4 findings and 6 conditions as revised, as follows:

FINDINGS:

- I. That the proposed use is compatible with the objectives, policies, general land uses and programs specified in the General Plan adopted pursuant to the State Planning and Zoning Law; and
- II. That the requirements of the California Environmental Quality Act of 1970 have been satisfied; and
- III. That the proposed land use will not create unusual noise, traffic, or other conditions or situations that may be objectionable, detrimental, or incompatible with other permitted uses in the District; and
- IV. That the integrity and character of the District, the utility and value of the adjacent property, and the general welfare of the neighborhood will be maintained if the permit is granted,

CONDITIONS:

1. Approval of this Use Permit application constitutes approval of the proposed project to the extent of compliance with the applicable zoning regulations, but does not include any action or finding as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement;
2. Prior to the issuance of this Use Permit, a plot plan revised as necessary to comply with the following conditions shall be submitted to and approved by the Director, EMA;
3. This development shall comply with all applicable building and mechanical codes as enforced by the Director of Building and Safety;
4. Prior to the issuance of building permits, an accredited expert in the field of acoustics shall certify to the Assistant Director, EMA, Regulation that the noise level within the furnished structure of the addition shall be attenuated to a maximum peak intrusion of 65 db(A);
5. There shall be no more than 25 permanent employees within the entire maintenance facility including this addition;
6. Employees of the maintenance facility shall use provided off-street parking whenever possible;

was carried by the following vote:

AYES: Cranston, Grindle, and Wooden.
 NOES: None.
 ABSENT: Stedman.

AP# 621-131-06,07
CEQA Status:
Categorically Exempt, Class 2

Attachment 1

OK
JAC

APPLICATION FOR **CONDITIONAL PERMIT**

UNDER ORDINANCE NO.351, AS AMENDED,
COUNTY of ORANGE, CALIFORNIA

NO. **CP** 1545
SUPERVISORIAL DISTRICT: 5
FILING DATE: 5/11/76
HEARING DATE: 6/8/76 3:00 p.m.
TECHNICIAN: FWS:dg
S.D.M. NO. 33-6-8
REFERRED TO: Thorpe,
SACC,
MCAS El Toro,
Airport Comm.,
Airport L.U. Comm.

Golden Rain Foundation of Laguna Hills
applicant mailing address phone no.
Robert Borders/Architect 12062 Valley View St. Garden Grove, Ca. 92645 714-894-1317
agent mailing address phone no.

TO PERMIT the alteration of an existing maintenance facility building in the Rossmoor Leisure World PC "Planned Community" District and within the (3.2/5.4) Light Industrial and Other Open Space Land Use Category of the General Plan.

Subject "existing maintenance facility" includes (1) a warehouse, shop and office building of 37,500 sq. ft. (2) a commercial coach used for offices of 800 sq. ft. (3) 46 off street employee and guest parking spaces (4) 10 maintenance vehicle parking spaces and approximately one acre of paved fenced yard area.

Subject alteration consists of (1) removal of the commercial coach/office (2) razing of the 5,000 sq. ft. north wing and (3) construction of a 5,809 sq. ft. modern office structure with sound reduction standards for health protection.

Previous applications:

C-1523 was approved Nov. 4, 1974 to rebuild in a similar manner but no construction was started.

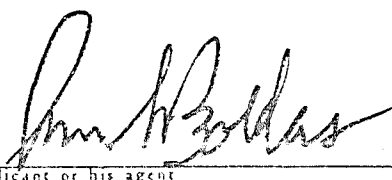
UP-3344, UP-3196, CP-1429, UP-2098 were approved for various uses within the maintenance facility area.

LEGAL DESCRIPTION of SUBJECT PROPERTY: Lot 9, Tract 6157

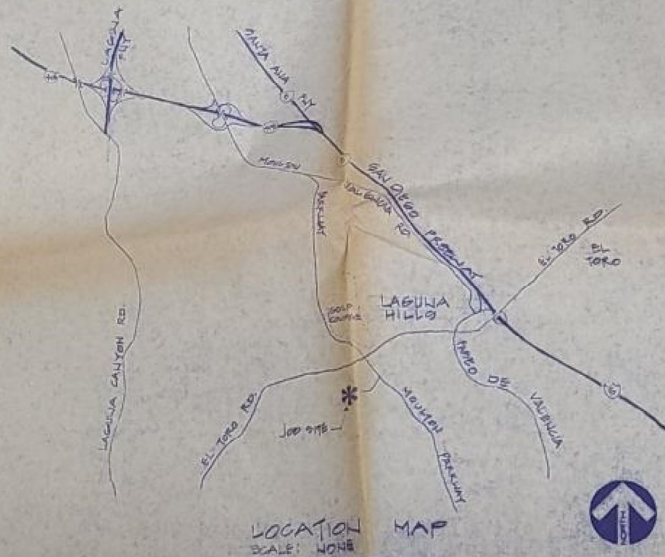
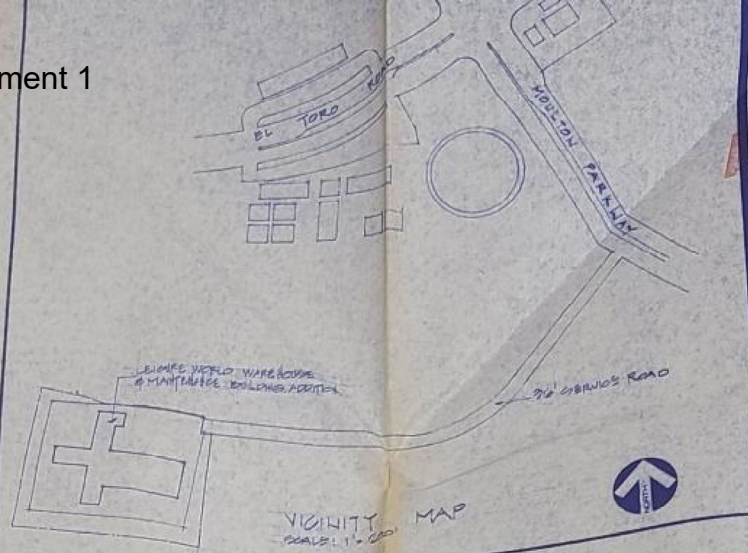
Location of property: At the end of a private (36') road easement approximately 1300' westerly of Moulton Pkwy. Entrance to subject easement is approximately 750' southeasterly of El Toro Rd. in the Rossmoor Leisure World/Laguna Hills area.
Present use of property: Maintenance facility

Adjoining property owned or leased by applicant: Acreage to north

GRANTED
WITH
CONDITIONS
BY ACTION OF THE
ORANGE COUNTY
PLANNING COMMISSION
JUL 76
73


signature of applicant or his agent

Letter of consent by Robert L. Price,
signature of property owner or his agent
Administrator, Golden Rain Foundation



LEGAL DESCRIPTION:
LOT 10.9 TRACT 10. GIBBY

SITE PLANT, LOCATION & VICINITY MAPS.

ADDITION TO AND PARCELS OF
LEISURE WORLD WAREHOUSE
ST
GOLDEN PARK RELOCATION
30502 PASADENA VALLEY
LOS ANGELES CALIFORNIA 91107

APPROVED
REVISIONS
COPY

Agenda Item #12c
Page 76 of 96

Richard Rengel

From: Rebecca Pennington <RPennington@cityoflagunawoods.org> on behalf of Rebecca Pennington
Sent: Monday, May 23, 2022 11:32 AM
To: Richard Rengel
Subject: RE: Laguna Woods Village Maintenance Yard Building E
Attachments: Land Use Application.pdf; Project Information Supplement - Non-Residential.pdf; Cost Recovery Agreement.pdf; Public Notice Package.pdf; Public Notice Affidavit.pdf; WQMP Checklist.pdf; 2022-03-16 Building, Planning, Encroachment, and Grading Permit Fee Schedule - Effective May 16, 2022.pdf

Good morning Richard,

I apologize for the delay, it's been an interesting few days. Anyhow, we will be processing the project under a Site Development Permit (administrative application). However, we will have the City Council review the project since it's a new building. Attached please find the land use application and associated material for a Site Development Permit, which include:

- Land Use Application;
- Project Information Supplement form;
- Cost Recovery Agreement;
- Public Notice Package and Affidavit (This will only be required if CEQA is triggered);
- Water Quality Management Plan (WQMP) form;
- Current Fee Schedule (informational item);
 - As for the cost, a Site Development Permit is considered a deposit-based fee service and has an initial deposit of \$4,000. Please refer to page six of the attached fee schedule, line item 26.
- The application material will need to be accompanied with the following:
 - Title Report – For the project property, current to within six months of the date that the application is submitted;
 - Site Plan, Floor Plan, Elevations – Size: Fold to 8 ½" x 11". One set of reduced plans suitable for reproduction sized 8 ½" x 11". Digital copy of the plans will also be required. Please note that the site plan shall identify the total number of off-street parking spaces;
 - Detail project narrative (i.e. proposed days and hours of operation, total number of employees and vehicles, services within the building, etc.).
- Please note that additional documents may be required during the application and review process.

Please let me know if you have any questions or need additional information.

Best regards,

Rebecca M. Pennington
Development Programs Analyst
City of Laguna Woods
(949) 639-0561

City of Laguna Woods

Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
1	New or Existing Water Heater Change Out	\$101	
2	Water Heater Relocation	\$177	
3	Tub to Tub Insert Only	\$190	
4	Tub to Tub Tile Back Only	\$258	
5	Shower to Shower Insert Only	\$190	
6	Shower to Shower Tile Only	\$326	
7	Tub to Shower Only	\$326	
8	Water/Drain Line (Install/Alter/Repair) w/out Structural	\$101	
9	Water/Drain Line (Install/Alter/Repair) with Structural	\$258	
10	Line Repair (CIPP)/Svc Install - First 30 LF	\$109	
11	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	\$68	
12	Plumbing Repipe	\$244	
13	New HVAC / HVAC Change in Type - Residential	\$190	
14	Ventilation Modifications	\$210	
15	Electrical - New Fixtures/Receptacles	\$109	
16	Electrical Panel Modification	\$338	
17	Electrical Panel Change Out	\$181	
18	New Washer/Dryer Hook Up	\$134	
19	Electrical Wheelchair Lift	\$530	
20	Temporary Power Pole	\$141	
21	Re-Roof (Tile, Single-Ply) - First 1,000 SF	\$168	
22	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF	\$33	[b]
23	Re-Roof (All Other) - First 1,000 SF	\$204	
24	Re-Roof (All Other) - Each Add'l 5,000 SF	\$33	[b]
25	Fenestration - Skylights/Solartubes - Fire-Rated	\$190	
26	Fenestration - Skylights/Solartubes - Non-Rated	\$143	
27	Fenestration - Window Retrofit	\$156	
28	Fenestration - Doors/Windows (One New - Framed)	\$224	[c]
29	Structural, Drywall	\$149	
30	Structural, Insulation, Drywall	\$217	
31	Lath	\$236	
32	Structural, Insulation, Lath	\$353	
33	Structural, Insulation, Shear, Lath	\$584	
34	Fire Sprinkler Plans - New	\$217	
35	Fire Sprinkler Plans - Modified	\$136	
36	Fire Assessment Review	\$196	
37	Framing/Structural - 1 inspection	\$312	[d]
38	Framing/Structural - 2 inspections	\$380	[d]
39	Framing/Structural - 3 inspections	\$448	[d]

City of Laguna Woods

Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
40	Framing/Structural - More than 3 inspections		
	a) Base Fee (covers up to 3 inspections)	\$448	[d]
	b) Each additional inspection	\$68	[d]
41	Temporary Shade Structure (Commercial)	\$312	
42	Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	\$217	
43	Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	\$326	
44	Patio/Balcony Cover/Enclosure - Site Specific Engineering	\$550	
45	Patio Conversion	\$1,087	
46	Atrium Conversion	\$1,087	
47	Garage Conversion/Alteration	\$951	
48	Alteration - Residential (Res.) Kitchen	\$421	
49	Alteration - Res. Kitchen, plus HVAC OR Fenestration	\$489	
50	Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	\$557	[e]
51	Alteration - Res. Kitchen, plus 1 Bath	\$489	
52	Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	\$557	
53	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration/Other	\$557	[e]
54	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration/Other	\$625	[e]
55	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	\$625	[e]
56	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND Fenestration/Other	\$693	[e]
57	Alteration/Remodel - Res. 1 Bath	\$285	
58	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	\$421	
59	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	\$489	[e]
60	Room Addition	\$978	
61	Alteration/Remodel w/ Room Addition	\$1,386	
62	Sign (Wall) - First	\$190	
63	Sign (Wall) - Each Add'l	\$14	
64	Sign (Monument) - First	\$312	
65	Sign (Monument) - Each Add'l	\$27	
66	Antenna - Telecommunications	\$598	
67	Antenna - Equipment Shelter	\$285	
68	Solar - Residential Systems (Expedited Process)	\$272	[f]
69	Solar - Residential Systems (All Others) - See note for > 15kW or 10kWth	\$450	[f]
70	Solar - Commercial Systems - See note for > 50kW or 30kWth	\$1,000	[g]
71	Demolition - Residential	\$190	
72	Demolition - Non-Residential	\$408	
73	Certificate of Occupancy - Temporary	\$101	
74	Certificate of Occupancy	\$304	
75	Sleeping Room Covenant - Recording Fee	\$122	
76	Miscellaneous/All Other - First Inspection	\$101	
77	Miscellaneous/All Other - Each Add'l Inspection	\$68	
78	Miscellaneous/All Other - Plan Check (Per Hr)	\$163	

City of Laguna Woods

Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
79	Plan Revision - Non-Structural - (Per Hr)	\$163	
80	Plan Revision - Structural - (Per Hr)	\$163	
81	Work Without Permit - Non-Destructive Inspection Required	\$217	
82	Work Without Permit - Destructive Inspection Required	\$380	
83	Re-Inspection - Missed Appointment	\$68	
84	Inspection Outside of Normal Business Hours (Per Hr)	\$204	
85	Expedited Plan Review of Residential Remodels	125% of standard fee	
86	Additional Inspections	\$101	
87	Replacement Job Card	\$33	
88	Permit Extension	\$82	
89	Change of Contractor, Architect, Owner Processing	\$82	
90	Expired Permit	\$163	
91	Cancelled Permit Refund Processing Fee	\$82	
92	Copy and Printing Charge	\$14	
93	State Energy Form Assistance (Upon Request) (Per Page)	\$4	
94	Building and Safety Appeal Application	\$163	
95	Alternate Materials Method Review (Per Hr)	\$163	

Notes

[a] The City uses specialized service providers to process certain building permitting activities. These specialized services include, but are not limited to, Building Official, permit counter, inspection, and plan review services. The modified fees are intended to reflect the estimated costs of all typical services. However, for projects requiring the use of outside service providers, or projects that are more complex than typical, the City will collect fees that represent the actual costs incurred by the City.

[b] For purposes of calculating re-roof fees, fractional square footages shall be rounded up to the nearest 1,000 SF. For example 1,600 SF shall be rounded to 2,000 SF.

[c] For Installation of multiple doors or windows see Framing/Structural fees.

[d] Examples of items included in this fee include post, beam, beamtail, raftertail, corbel, shearpanel, and truss repair/replacement.

[e] Other may include items such as water-heater change-out or water heater relocation, and/or minor hook-ups associated with the alteration or remodel.

[f] California Government Code Section 66015(a)(1), establishes maximum fees for residential solar energy systems. For photovoltaic systems, fees shall not exceed \$450 plus \$15 per kW for each kilowatt above 15kW. For thermal systems, fees shall not exceed \$450, plus \$15 per kWth for each kilowatt thermal above 10kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

[g] California Government Code Section 66015(b)(1), establishes maximum fees for commercial solar energy systems. Fees shall not exceed \$1,000 for systems up to 50kW plus \$7 per kilowatt for each kilowatt between 51kW and 250kW, plus \$5 for each kilowatt above 250kW. For thermal systems, fees shall not exceed \$1,000 up to the 30kWth, plus \$7 per kWth for each kWth between the 30th and 260th kWth, plus \$5 for each kWth above 260kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

* In accordance with California Health and Safety Code Section 17951.5, the City may waive or reduce all building permit fees for improvements to the home of a veteran with a qualifying disability to accommodate that disability.

** In accordance with California Health and Safety Code Section 17951.7, the City may waive or reduce all building permit fees for improvements to the home of a person at least 60 years of age with a qualifying disability that are made to accommodate that disability.

*** The City Manager may waive building permit fees for activities associated with City projects or contracts.

City of Laguna Woods

Schedule of Building Fees - New Construction and Non-Residential Tenant Improvements

			Plan Check [a]		Permit [a]		Total [a]	
Description		Project Size Threshold	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF
1	Shell Building New Construction	500	\$1,223	\$28.53	\$1,223	\$52.98	\$2,445	\$81.50
		2,000	\$1,650	\$18.34	\$2,017	\$22.41	\$3,668	\$40.75
		5,000	\$2,201	\$11.00	\$2,690	\$13.45	\$4,890	\$24.45
		10,000	\$2,751	\$5.09	\$3,362	\$15.28	\$6,113	\$20.38
		20,000	\$3,260	varies	\$4,890	varies	\$8,150	varies
		> 20,000	varies		varies		varies	
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$285	\$95.08	\$530	\$176.58	\$815	\$271.67
		250	\$428	\$57.05	\$795	\$105.95	\$1,223	\$163.00
		500	\$571	\$28.53	\$1,060	\$52.98	\$1,630	\$81.50
		1,000	\$713	\$13.31	\$1,324	\$24.72	\$2,038	\$38.03
		2,500	\$913	varies	\$1,695	varies	\$2,608	varies
		> 2,500	varies		varies		varies	
3	All Other New Construction	500	\$1,956	\$45.64	\$1,956	\$84.76	\$3,912	\$130.40
		2,000	\$2,641	\$29.34	\$3,227	\$35.86	\$5,868	\$65.20
		5,000	\$3,521	\$17.60	\$4,303	\$21.52	\$7,824	\$39.12
		10,000	\$4,401	\$8.15	\$5,379	\$24.45	\$9,780	\$32.60
		20,000	\$5,216	varies	\$7,824	varies	\$13,040	varies
		> 20,000	varies		varies		varies	
4	Tenant Improvements New Construction	250	\$228	\$45.64	\$424	\$84.76	\$652	\$130.40
		500	\$342	\$22.82	\$636	\$42.38	\$978	\$65.20
		1,000	\$456	\$7.61	\$848	\$14.13	\$1,304	\$21.73
		2,500	\$571	\$7.42	\$1,060	\$13.77	\$1,630	\$21.19
		5,000	\$756	varies	\$1,404	varies	\$2,160	varies
		> 5,000	varies		varies		varies	

[a] The City uses specialized service providers to process certain building permitting activities. These specialized services include, but are not limited to, Building Official, permit counter, inspection, and plan review services. The modified fees are intended to reflect the estimated costs of all typical services. However, for projects requiring the use of outside service providers, or projects that are more complex than typical, the City will collect fees that represent the actual costs incurred by the City.

* In accordance with California Health and Safety Code Section 17951.5, the City may waive or reduce all building permit fees for improvements to the home of a veteran with a qualifying disability to accommodate that disability.

** In accordance with California Health and Safety Code Section 17951.7, the City may waive or reduce all building permit fees for improvements to the home of a person at least 60 years of age with a qualifying disability that are made to accommodate that disability.

*** The City Manager may waive building permit fees for activities associated with City projects or contracts.

Attachment 1

City of Laguna Woods

Schedule of Building Fees

Fee Description		Fee *	Notes
	Strong Motion Instrumentation Program (SMIP)		[a]
	Fee Calculation		
1	Residential (1-3 Story)	\$0.50 or valuation x 0.00013	
2	Commercial or Residential (4+ Story)	\$0.50 or valuation x 0.00028	
	Building Standards Administration Special Revolving Fund (SB 1473) Fee Calculation		[b]
3	Valuation:		
	a) \$1 - \$25,000	\$1	
	b) \$25,001 - \$50,000	\$2	
	c) \$50,001 - \$75,000	\$3	
	d) \$75,001 - \$100,000	\$4	
	e) Every \$25,000 or fraction thereof above \$100,000	Add \$1	

Notes

[a] Source: California Public Resources Code Section 2705

[b] Source: California Health and Safety Code Section 18931.6

* Project valuation shall be determined by project amount submitted by permit applicant, or most current International Code Council (ICC) published Building Valuation Table as published in the Building Safety Journal, or by RS Means Square Foot Costs Manual, where ICC data is not available.

City of Laguna Woods

Schedule of Planning Fees

Fee Description		Fee Assuming Full or Targeted Cost Recovery	Notes
Fixed Fee Services			
1	Film Permit	\$636	[a]
2	Address Establishment/Change	\$398	
3	Notice of Exemption	\$318	[b]
4	Outdoor Seating Permit	\$398	
5	Sign Permit - Part of Sign Program	\$119	
6	Sign Permit - Permanent	\$318	
7	Sign Permit - Temporary	\$80	
8	Sign Permit - Community Facilities/Open Space Annual	\$80	
9	Special Event Permit	\$318	
10	Temporary Use Permit	\$636	
11	Tree Removal Permit	\$239	
12	Wireless Use Permit Filing Fee	\$1,829	[c]
13	Eligible Facility Request Permit Filing Fee	\$1,352	
14	Eligible Facility Request Permit Pre-Submittal Meeting	\$318	
15	Zoning Confirmation Letter	\$199	
16	Bingo Permit	\$50	[d]
17	Appeal (City Council)	\$750	
Fee Description		Initial Deposit [d]	Notes
Deposit-Based Fee Services			[e]
18	Change Plan	\$2,000	
19	Conditional Use Permit	\$4,000	
20	Development Agreement	\$10,000	
21	Environmental Impact Report	\$10,000	
22	General Plan Amendment	\$10,000	
23	Zoning Code Amendment	\$10,000	
24	Initial Study/Neg. Dec./Mitigated Neg Dec.	\$5,000	
25	Sign Program	\$2,500	
26	Site Development Permit	\$4,000	
27	Lot Line Adjustment	\$2,000	
28	Specific Plan	\$10,000	
29	Variance	\$3,500	
30	Zone Change	\$10,000	
31	Other Services Not Identified	varies	

Notes

[a] Film permit fee applies for major filming (production).

[b] A pass-through of any filing fees will also be collected from the applicant.

[c] A pass-through of any noticing fees will also be collected from the applicant (e.g. mailing costs, newspaper publication).

[d] Fee limited by California Penal Code Section 326.5.

[e] For deposit-based fees, the City intends to recover 100% of the costs of service including the actual costs of any contract service providers, internal City support, indirect costs, filing fees, and noticing fees.

* The City Manager may waive planning fees for activities associated with City projects or contracts.

** Deposit-based fee services include processing of the principal application and, when applicable, required landscape documentation packages and/or water quality management plans.

Attachment 1

City of Laguna Woods

Schedule of Encroachment Permit and Grading Permit Fees

Fee Description		Fee Assuming Full Cost Recovery	Unit	Notes
Encroachment Permits				
Minor Projects				
1	Landscape Maintenance	\$275	flat	
2	Temporary Staging	\$275	flat	
3	Traffic Control Only	\$370	flat	
4	Utilities Structure Inspection	\$460	flat	
5	Pole Replacement	\$460	flat	
Major Projects				
6	Major Project			[a]
	a) First Day	\$740	flat	
	b) Each Additional Day	\$275	per day	
7	Projects Greater Than Two Weeks in Duration	\$3,000	deposit	

Fee Description		Fee Assuming Full Cost Recovery	Unit	Notes
Grading Permits				
1	Grading Plan Check and Inspection	\$2,500	deposit	

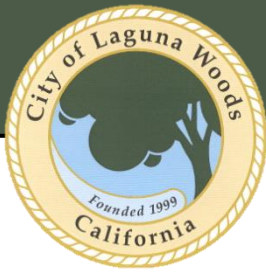
For service requests, which have no fees listed in this Master Fee Schedule, the City Manager or his/her designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity.

Fee Description		Fee	Unit	Notes
1	City Engineer	\$185	per hour	
2	Other Staff/Outside Service Providers	100%	of actual costs, plus indirect cost rate	

Notes

[a] Major Projects include ground disturbing activities, projects lasting longer than three days, or projects that require permanent traffic control for the duration of the project (e.g. excavation, trenching, boring, etc.).

* The City Manager may waive encroachment and grading permit fees for activities associated with City projects or contracts.



LAND USE PERMIT APPLICATION

City of Laguna Woods
 Planning & Environmental Services Department
 24264 El Toro Road, Laguna Woods, CA 92637
 Ph: (949) 639-0500 Fax: (949) 639-0591
www.lagunawoodscity.org

Complete application electronically in PDF or legibly in ink. Please submit applications to the Planning & Environmental Services Department during business hours: M-F from 8:00 a.m. to 5:00 p.m.

I. TYPE OF PERMIT (SELECT ALL THAT APPLY)

- | | | |
|--|--|---|
| <input type="checkbox"/> Change Plan | <input type="checkbox"/> Specific Plan/Amendment | <input type="checkbox"/> Tentative Parcel Map |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> General Plan Text Amendment | <input type="checkbox"/> Final Parcel Map |
| <input type="checkbox"/> Site Development Permit | <input type="checkbox"/> Land Use Map Change | <input type="checkbox"/> Final Tract Map |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Zoning Code Text Amendment | <input type="checkbox"/> Wireless Use Permit |
| <input type="checkbox"/> Sign Program | <input type="checkbox"/> Zoning Map Change | <input type="checkbox"/> Eligible Facility Request Permit |
| <input type="checkbox"/> Outdoor Seating Permit | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Other: _____ |

II. PROJECT INFORMATION

Project Name: _____
 Project Address: _____ Assessor Parcel Number (APN): _____
 Zoning Designation: _____ Land Use Designation: _____
 Project Description: _____

III. CONTACT INFORMATION

☐ Applicant/ ☐ Architect/ ☐ Engineer

Name: _____ Phone Number: _____

Mailing Address: _____

Signature: _____ Date: _____

Property Owner (Required)

Name: _____ Phone Number: _____

Mailing Address: _____

I hereby certify that I am the owner of record of the subject property described on this application and that I approve of the action requested herein.

Signature: _____ Date: _____

(Please note if there are additional property owners please use back side of this application)

OFFICE USE ONLY

Deposit/Fee Amount: _____

Received By: _____

Receipt Number: _____

Date Received: _____

III. ADDITIONAL PROPERTY OWNERS

Assessor's Parcel Number _____

Name: _____ Phone Number: _____

Mailing Address: _____

I hereby certify that I am the owner of record of the subject property described on this application and that I approve of the action requested herein.

Signature: _____ Date: _____

Assessor's Parcel Number _____

Name: _____ Phone Number: _____

Mailing Address: _____

I hereby certify that I am the owner of record of the subject property described on this application and that I approve of the action requested herein.

Signature: _____ Date: _____

Assessor's Parcel Number _____

Name: _____ Phone Number: _____

Mailing Address: _____

I hereby certify that I am the owner of record of the subject property described on this application and that I approve of the action requested herein.

Signature: _____ Date: _____

Assessor's Parcel Number _____

Name: _____ Phone Number: _____

Mailing Address: _____

I hereby certify that I am the owner of record of the subject property described on this application and that I approve of the action requested herein.

Signature: _____ Date: _____

IF ADDITIONAL PERSONS OR CORPORATIONS OWN PROPERTY COVERED BY THIS APPLICATION, PLEASE ATTACH ADDITIONAL PAGES.



PROJECT INFORMATION SUPPLEMENT – NON-RESIDENTIAL

City of Laguna Woods
Planning & Environmental Services Department
24264 El Toro Road, Laguna Woods, CA 92637
Ph: (949) 639-0500 Fax: (949) 639-0591
www.lagunawoodscity.org

Complete application electronically in PDF or legibly in ink. Please submit applications to the Planning & Environmental Services Department during business hours: M-F from 8:00 a.m. to 5:00 p.m.

I. PERMIT INFORMATION

Permit Number (*Filled out by City Staff*):

Related Permits/Applications (List all that apply):

PROJECT DESCRIPTION

1. Proposed use of site:

2. Project phasing and anticipated time schedules (including phasing map):

EXISTING CONDITIONS

1. Adjacent zoning and land uses:

North: _____

South: _____

East: _____

West: _____

Attachment 1

2. Describe any special characteristics of the soil, topography, native trees, wildlife habitats, historic or aesthetic aspects of the site: (Attach separate sheet if necessary.)
- _____
- _____
- _____
3. Does the site include more than one existing parcel? If so, how many? _____

ADDITIONAL INFORMATION

1. Types of business activities or use to be accommodated: _____
- _____
- _____
2. Hours of operation: _____
3. Estimated number of employees per shift and number of shifts: _____
- Total number of employees: _____
4. Number of off-street (on-site) parking spaces to be provided: _____
5. Proposed occupant load (e.g., customers, employees) and type of building occupancy: _____
- _____
- Loading facilities to be provided: _____
6. Provide the following information on a separate sheet of paper:
- a. List all raw materials and products used, stored, transported or otherwise handled on site, including waste, hazardous materials, solvents, catalysts, hazardous waste products and other byproducts.
- b. Describe the method of delivery, handling and disposal of raw materials, finished projects, wastes and hazardous wastes.

ENVIRONMENTAL INFORMATION QUESTIONS

Do any of the following items pertaining to land use or land form applicable to the project?
Please elaborate on any items checked "Yes" (Attach separate sheets to explain answers.)

Yes No

1. ☐ ☐ Will there be change in existing features of any streams, hills, or substantial alteration of ground contours?

Attachment 1

- | | Yes | No | (Continued - Environmental Impact Questions) |
|-----|--------------------------|--------------------------|--|
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | Will there be any change in scenic views or vistas from any existing residential areas, public land or roads? |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | Will there be any change to circulation, scale, or character of the general vicinity? |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | Will the project create of significant amount of solid waste or litter? |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | Will the project create of dust, ash, smoke, fumes or odors in the vicinity? |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | Will there be any change in lake, stream or ground water quality or quantity, or alteration of existing drainage patterns? |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | Will there be any substantial change in noise or vibration levels in the vicinity? |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Is the site on filled land, or on a slope of 10% or more? |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | Will there be any use or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives? |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | Will there be a substantial change in demand for municipal services (police, fire, water, sewage, etc.)? |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | Will the project require substantial quantities of fossil fuel consumption (electricity, oil, natural gas, etc.)? |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | Is there a relationship to a larger project or series of projects? |
| 13. | <input type="checkbox"/> | <input type="checkbox"/> | Will the project add substantial amounts of impervious surfaces? |
| 14. | <input type="checkbox"/> | <input type="checkbox"/> | Could the proposed project result in increased erosion downstream? |
| 15. | <input type="checkbox"/> | <input type="checkbox"/> | Is the proposed project in proximity to 303(d) water bodies? This can be viewed at http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml |
| 16. | <input type="checkbox"/> | <input type="checkbox"/> | Is the project tributary to other environmentally sensitive areas? If so, can it exacerbate already existing sensitive conditions? |
| 17. | <input type="checkbox"/> | <input type="checkbox"/> | Will this project create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems? |
| 18. | <input type="checkbox"/> | <input type="checkbox"/> | Will this project create substantial additional sources of polluted runoff or otherwise substantially degrade water quality? |
| 19. | <input type="checkbox"/> | <input type="checkbox"/> | Will it place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map? |
| 20. | <input type="checkbox"/> | <input type="checkbox"/> | Will it place within a 100-year flood hazard area structures which would impede or redirect flood flows? |
| 21. | <input type="checkbox"/> | <input type="checkbox"/> | Does the project qualify as one of the Priority Project Categories listed in Figure A-7.2 , regardless of project size? |

Figure A-7.2. Checklist for Categorizing Development and Significant Redevelopment¹ Projects as Priority or Non-Priority

Proposed Project Includes:	Yes	No
<p>1. <i>Both Permit Areas</i> –New development projects that create 10,000 square feet or more of impervious surface (collectively over the entire project site). This category includes commercial, industrial, residential, mixed-use, and public projects on private, or public, property that falls under the planning and building authority of the Permittees.</p> <p><i>San Diego Region only</i> – All pollutant generating development or redevelopment projects that result in the disturbance of one acre or more of land will be considered Priority Projects starting December 16, 2012.</p>		
2. Automotive repair shops. This applies to facilities that are categorized in any one of the following Standard Industrial Classification (SIC) codes 5013, 5014, 5541, 7532-7534, and 7536-7539.		
<p>3. <i>Both Permit Areas</i> – Restaurants where the land area of development is 5,000 square feet or more including parking area. This category is defined as facilities that sell prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC code 5812), where the land area for development is greater than 5,000 square feet.</p> <p><i>San Diego Region only</i> – Restaurants where land development is less than 5,000 square feet shall meet all WQMP requirements except for structural treatment control BMP/LID, and hydromodification.</p>		
4. Hillside development that creates greater than 5,000 square feet of impervious surface. Hillside development is defined as any development which is located in an area with known erosive soil conditions or where the development will grade on any natural slope that is twenty-five (25) percent or greater.		
<p>5. <i>Both Permit Areas</i> – Impervious surface of 2,500 square feet or more located within, directly adjacent to (within 200 feet), or discharging directly into receiving waters within Environmentally Sensitive Areas.</p> <p><i>San Diego Region only</i> – or a project with an increase in impervious area by 10% or more of its naturally occurring condition located within, directly adjacent to (within 200 feet), or discharging directly to receiving waters within Environmentally Sensitive Areas.</p>		
<p>6. <i>Both Permit Areas</i> – Parking lots 5,000 square feet or more including associated drive aisle, and potentially exposed to urban stormwater runoff. A parking lot is defined as a land area or facility for the temporary parking or storage of motor vehicles used personally, for business, or for commerce.</p> <p><i>San Diego Region only</i> – or parking lots with 15 parking spaces or more and potentially exposed to runoff.</p>		
7. <i>Streets, roads, highways, and freeways</i> - This category includes any paved surface that is 5,000 square feet or greater used for the transportation of automobiles, trucks, motorcycles, and other vehicles.		
8. <i>Significant Redevelopment. See definitions below.</i>		
9. <i>Retail Gasoline Outlets (RGOs)</i> - This category includes RGOs that meet the following criteria: (a) 5,000 square feet or more, or (b) a projected Average Daily Traffic (ADT) of 100 or more vehicles per day.		

Definitions of “Significant Redevelopment”

Santa Ana Region definition of “Significant Redevelopment” (Model WQMP, Section 7.11-1.2):

All significant redevelopment projects, where significant redevelopment is defined as the addition or replacement of 5,000 or more square feet of impervious surface on an already developed site. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of the facility, or emergency redevelopment activity required to protect public health and safety. If the redevelopment results in the addition or replacement of less than 50 percent of the impervious area on-site and the existing development was not subject to WQMP requirement, the numeric sizing criteria (see Section 7.II-2.0 of Model WQMP) only applies to the addition or replacement area. If the addition or replacement accounts for 50 percent or more of the impervious area, the Project WQMP requirements apply to the entire development.

San Diego Region definition of “Significant Redevelopment” (Order No. R9-2009-0002, Section F.1d):

Those redevelopment projects that create, add, or replace at least 5,000 square feet of impervious surface on an already developed site and the existing development and/or the project falls under the project categories or locations listed in the table above. Where redevelopment results in an increase of less than fifty percent of the impervious surfaces of a previously existing development, and the existing development was not subject to WQMP requirements, the numeric sizing criteria (see Section 7.II-2.0 of Model WQMP) applies only to the addition or replacement, and not the entire development. Where redevelopment results in an increase of more than fifty percent of the impervious surfaces of a previously existing development, the numeric sizing criteria applies to the entire development.

Definition of Redevelopment (Order No. R9-2009-0002, Attachment C, Definitions):

The creation, addition, and or replacement of impervious surface on an already developed site. Examples include the expansion of a building footprint, road widening, the addition to or replacement of a structure, and creation or addition of impervious surfaces. Replacement of impervious surfaces includes any activity that is not part of a routine maintenance activity where impervious material(s) are removed, exposing underlying soil during construction. Redevelopment does not include trenching and resurfacing associated with utility work; resurfacing existing roadways; new sidewalk construction, pedestrian ramps, or bike lane on existing roads; and routine replacement of damaged pavement, such as pothole repair.

Priority Project: Any question answered “YES.”

Non-Priority Project: All questions are answered “NO.”

CERTIFICATION

I hereby certify that the statements furnished in this document, and in the attached exhibits, present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge.

Date

Signature



PUBLIC NOTICE PACKAGE REQUIREMENTS

RADIUS MAP

A copy of the Assessor's Parcel Map or equivalent (GIS based radius map) that identifies the subject parcel(s) and the appropriate radius (300', etc.) from the subject parcel(s) is required.

MAILING LABELS

Mailing Labels are required for all projects that require a public hearing or notification of adjacent property owners. The applicant must submit the necessary information to allow the City to mail the public notices. If the City conducts the public hearing six months or more after the project application is filed, a new property owners list, mailing labels and affidavit will be required from the applicant. Planning & Environmental Services staff will notify you if this happens.

The information must come from the latest County of Orange Assessor's roll, available at County of Orange Assessor's Office, 500 S. Main Street, (2nd Floor) Orange, CA 92868 (714) 834-2727

The mailing labels must include:

1. All property owners and their corresponding assessor's parcel numbers within a 300-foot radius of the property boundaries. *(Please note some application types may require a larger noticing radius, make sure to contact the Planning & Environmental Services Department to verify your public noticing requirement)*
2. The applicant and any other persons the applicant wishes to receive notices of public hearings.
3. Several blank labels for additional names (e.g. neighborhood councils).

The mailing labels must be typed as follows, in all capital letters:

ASSESSORS NUMBER
FULL NAME(S)
ADDRESS ST #APT
CITY STATE ZIP

Sample Label (1" x 2 ¾")

*The Postal Service asks that street suffixes and states be abbreviated (e.g. ST, PL, BL, CA) and that periods and commas not be used.

Type the mailing addresses on **1" X 2 5/8" labels** on 3-column 8 ½ x 11" sheets of mailing labels (available in stationery stores). Avery Stock No. 5160 (self-address labels for plain paper copiers) is the most common brand of these labels. **Other label formats are not acceptable.**

Use separate page for each set of labels.

PROPERTY OWNERS

A list of all property owners notified must be provided which must include their addresses and their assessor's parcel numbers within a 300-foot radius of the boundaries of the property. This list is generally provided in the form of a photocopy of the labels described above.

PUBLIC NOTICE AFFIDAVIT

This affidavit is a signed statement from the applicant or applicant's agent stating the list of property owners is accurate and complete.

Attachment 1

CITY OF LAGUNA WOODS



Checklist for Categorizing Development and Significant
Redevelopment Projects as "Priority" or "Non-Priority" for Water
Quality Management Plan (WQMP) Purposes

Project Name <i>(MUST MATCH NAME ON LAND USE PERMIT APPLICATION):</i>		
Project Address:		
Project Assessor's Parcel Number (APN):		
State Water Quality Control Board Region in which the Project is Located:		
Name of Person Who Completed Checklist:		
Title and Affiliation of Person Who Completed Checklist:		
Telephone Number of Person Who Completed Checklist:		
Email Address of Person Who Completed Checklist:		
Date Checklist Completed:		
PRIORITY PROJECT CATEGORIES <i>(CHECK ONLY ONE PER LINE, AS APPLICABLE)</i> <i>(ANY "YES" INDICATES PRIORITY CATEGORIZATION)</i>		
	Yes	No
1. <i>Both Regions</i> – New development projects that create 10,000 square feet or more of impervious surface (collectively over the entire project site). This category includes commercial, industrial, residential, mixed-use, and public projects on private, or public, property that falls under the planning and building authority of the City. <i>San Diego Region only</i> – All pollutant generating development or redevelopment projects that result in the disturbance of one acre or more of land.		
2. <i>Both Regions</i> – Automotive repair shops. This category applies to facilities that are categorized in any one of the following Standard Industrial Classification (SIC) codes 5013, 5014, 5541, 7532-7534, and 7536-7539.		
3. <i>Both Regions</i> – Restaurants where the land area of development is 5,000 square feet or more including parking area. This category is defined as facilities that sell prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC code 5812), where the land area for development is greater than 5,000 square feet. <i>San Diego Region only</i> – Restaurants where land development is less than 5,000 square feet shall meet all Water Quality Management Plan (WQMP) requirements except for structural treatment control Best Management Practices (BMPs)/Low Impact Development (LID), and hydromodification.		
4. <i>Both Regions</i> – Hillside development that creates greater than 5,000 square feet of impervious surface. Hillside development is defined as any development which is located in an area with known erosive soil conditions or where the development will grade on any natural slope that is twenty-five (25) percent or greater.		

PRIORITY PROJECT CATEGORIES <i>(CHECK ONLY ONE PER LINE, AS APPLICABLE)</i> <i>(ANY "YES" INDICATES PRIORITY CATEGORIZATION)</i>				
			Yes	No
5.	<i>Both Regions</i> – Impervious surface of 2,500 square feet or more located within, directly adjacent to (within 200 feet), or discharging directly into receiving waters within Environmentally Sensitive Areas.			
6.	<i>Both Regions</i> – New development projects that create 10,000 square feet or more of impervious surface (collectively over the entire project site). This category includes commercial, industrial, residential, mixed-use, and public projects on private, or public, property that falls under the planning and building authority of the City. <i>San Diego Region only</i> – All pollutant generating development or redevelopment projects that result in the disturbance of one acre or more of land.			
7.	<i>Both Regions</i> – Automotive repair shops. This category applies to facilities that are categorized in any one of the following Standard Industrial Classification (SIC) codes 5013, 5014, 5541, 7532-7534, and 7536-7539.			
8.	<i>Both Regions</i> – Restaurants where the land area of development is 5,000 square feet or more including parking area. This category is defined as facilities that sell prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC code 5812), where the land area for development is greater than 5,000 square feet. <i>San Diego Region only</i> – Restaurants where land development is less than 5,000 square feet shall meet all Water Quality Management Plan (WQMP) requirements except for structural treatment control Best Management Practices (BMPs)/Low Impact Development (LID), and hydromodification.			
9.	<i>Both Regions</i> – Hillside development that creates greater than 5,000 square feet of impervious surface. Hillside development is defined as any development which is located in an area with known erosive soil conditions or where the development will grade on any natural slope that is twenty-five (25) percent or greater.			
10.	<i>Both Regions</i> – Impervious surface of 2,500 square feet or more located within, directly adjacent to (within 200 feet), or discharging directly into receiving waters within Environmentally Sensitive Areas. <i>San Diego Region only</i> – or a project with an increase in impervious area by 10% or more of its naturally occurring condition located within, directly adjacent to (within 200 feet), or discharging directly to receiving waters within Environmentally Sensitive Areas.			
11.	<i>Both Regions</i> – Parking lots 5,000 square feet or more including associated drive aisle, and potentially exposed to urban stormwater runoff. A parking lot is defined as a land area or facility for the temporary parking or storage of motor vehicles used personally, for business, or for commerce. <i>San Diego Region only</i> – or parking lots with 15 parking spaces or more and potentially exposed to runoff.			
12.	<i>Both Regions</i> – Streets, roads, highways, and freeways. This category includes any paved surface that is 5,000 square feet or greater used for the transportation of automobiles, trucks, motorcycles, and other vehicles.			
13.	<i>Significant Redevelopment.</i> See definitions below.			
14.	<i>Both Regions</i> – Retail gasoline outlets that meet the following criteria: (a) 5,000 square feet or more, or (b) a projected Average Daily Traffic (ADT) of 100 or more vehicles per day.			

13. Definitions of "Significant Redevelopment"

SANTA ANA REGION definition of "Significant Redevelopment" (Model WQMP, Section 7.11-1.2):

All significant redevelopment projects, where significant redevelopment is defined as the addition or replacement of 5,000 or more square feet of impervious surface on an already developed site. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of the facility, or emergency redevelopment activity required to protect public health and safety. If the redevelopment results in the addition or replacement of less than 50 percent of the impervious area on-site and

Attachment 1

the existing development was not subject to WQMP requirement, the numeric sizing criteria (see Section 7.II-2.0 of Model WQMP) only applies to the addition or replacement area. If the addition or replacement accounts for 50 percent or more of the impervious area, the Project WQMP requirements apply to the entire development.

SAN DIEGO REGION definition of “Significant Redevelopment” (Order No. R9-2013-0001, Section E.3.b.(1)(b)-(f), and E.3.b.(2)):

Redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface (collectively over the entire project site on an existing site of 10,000 square feet or more of impervious surfaces). This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land. New and redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface (collectively over the entire project site), and support one or more of the following uses:

- (i) Restaurants. This category is defined as a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC code 5812).*
- (ii) Hillside development projects. This category includes development on any natural slope that is twenty-five percent or greater.*
- (iii) Parking lots. This category is defined as a land area or facility for the temporary parking or storage of motor vehicles used personally, for business, or for commerce.*
- (iv) Streets, roads, highways, freeways, and driveways. This category is defined as any paved impervious surface used for the transportation of automobiles, trucks, motorcycles, and other vehicles.*

New or redevelopment projects that create and/or replace 2,500 square feet or more of impervious surface (collectively over the entire project site), and discharging directly to an Environmentally Sensitive Area (ESA). “Discharging directly to” includes flow that is conveyed overland a distance of 200 feet or less from the project to the ESA, or conveyed in a pipe or open channel any distance as an isolated flow from the project to the ESA (i.e. not commingled with flows from adjacent lands). New development projects, or redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface, that support one or more of the following uses:

- (i) Automotive repair shops. This category is defined as a facility that is categorized in any one of the following Standard Industrial Classification (SIC) codes: 5013, 5014, 5541, 7532-7534, or 7536-7539.*
- (ii) Retail gasoline outlets (RGOs). This category includes RGOs that meet the following criteria: (a) 5,000 square feet or more or (b) a projected Average Daily Traffic (ADT) of 100 or more vehicles per day.*
- (iii) New or redevelopment projects that result in the disturbance of one or more acres of land and are expected to generate pollutants post construction.*

Special Considerations for Redevelopment Projects

The structural BMP performance requirements of Provision E.3.c are applicable to redevelopment Priority Development Projects, as defined in E.3.b.(1), as follows:

- (a) Where redevelopment results in the creation or replacement of impervious surface in an amount of less than fifty percent of the surface area of the previously existing development, then the structural BMP performance requirements of Provision E.3.c apply only to the creation or replacement of impervious surface, and not the entire development; or*
- (b) Where redevelopment results in the creation or replacement of impervious surface in an amount of more than fifty percent of the surface area of the previously existing development, then the structural BMP performance requirements of Provision E.3.c apply to the entire development.*

SAN DIEGO REGION definition of “Redevelopment” (Order No. R9-2009-0002, Attachment C, Definitions):

The creation, and/or replacement of impervious surface on an already developed site. Examples include the expansion of a building footprint, road widening, the addition to or replacement of a structure. Replacement of impervious surfaces includes any activity where impervious material(s) are removed, exposing underlying soil during construction. Redevelopment does not include routine maintenance activities, such as trenching and resurfacing associated with utility work; pavement grinding; resurfacing existing roadways, sidewalks, pedestrian ramps, or bike lanes on existing roads; and routine replacement of damaged pavement, such as pothole repair.



Treasurer's Report for December 6, 2022 Board Meeting

Slide 1 – This first chart includes all revenues and expenses including those designated for reserves, including investment income, the transfer facility fees and the GRF reserve portion of the HOA fees. It also includes the contingency portion of the HOA fees.

Through the reporting period of October 31, 2022, GRF had net revenue of \$3,019, with total revenue of \$39,648K and total expense of \$36,629K. GRF was better than budget by \$1,009K with total expenses coming in \$2,150 better than anticipated. The favorable results seen in expenses were partially offset by lower revenues of (\$1,141K). These revenues are significantly impacted by the unrealized investment losses this year.

Slide 2 – The next chart displays the Operating Fund, which excludes the non-operating revenues I mentioned before and depreciation. This report shows a favorable variance of \$1,894K through the reporting period, with expense better than budget by \$2,120K offset by revenue worse than budget by (\$226K).

Slide 3 – This slide reflects the current market value of the GRF Reserves Discretionary Investment Portfolio and the original market value at time of inception. Year to date, the market value has decreased by (\$1,663K), or (8.5%) and (\$1,164K), or (6.1%) since inception in 2019.

Slide 4 – In Slide 1, I mentioned the impact of the current years unrealized Investment Losses. The current market value of the GRF Portfolio is \$17,867K compared to the value at inception of 19,031K. Year to date, the market value has decreased by (\$1,663K), or (8.5%) and (\$1,164K), or (6.1%) since inception in 2019. In October, the value decreased by (\$118K). Of the \$17,867K portfolio value, \$17,271 is our reserves portfolio value. Again, our investment advisor recommends no change to our strategic investment.

Slide 5 – Now, back to the Operating Fund, which has the more significant impact on HOA assessments. This slide shows our most significant operating only variances by category with green bars representing favorable variances and orange bars representing unfavorable items.

Favorable. Overall, we had favorable variances in:

- Employee Compensation and related variance of \$1,828K, variance was primarily due to vacancies in General Services for paving and janitorial positions, vacancies in Security Services, Maintenance and Construction, Recreation Services, and Information Services. Recruitment is in progress for all open position.
- Legal Fees of \$188K, due to downward trend in litigation.
- Golf green fees of \$188K due to higher use of golf facilities. Golf gained popularity through the pandemic when indoor activities were limited and demand has remained strong into 2022.

- Other operating activities of \$181K in several areas of operation due to unused contingencies for training and education and uniform, as well as timing of items such as staff support, postage, filing fees, and permits which are paid primarily at the end of the year for end of the year for items such as staff appreciation events and annual assessment letter mail outs.

Unfavorable. Some offsetting unfavorable variance included:

- Broadband Services unfavorable variance of (\$385K) due to lower high-speed internet revenue sharing than budgeted. The budget anticipated contract re-negotiation in which GRF would be awarded a higher revenue sharing percentage, which did not occur. The variance was furthered by less ad insertion as a result of COVID-19 pandemic causing advertisers to spend less.
- Utilities & Telephone unfavorable variance of (\$275K), due to higher water expense for the golf course, as a result of 69% less rainfall than 3-year average used for budgeting and rising electricity and natural gas costs amongst all departments. Telephone expenses are lower than budget due to a re-negotiated contract with telephone provider, and trash expenses are lower due to a change in trash provider, resulting in a small offset to utilities variance.

Slide 6 – This slide shows our sources of revenue other than the assessments, such as fees and rentals. To date, we have received just over \$8,227K of non-assessment operating revenue, as shown on this pie chart. By category, we can see that our largest revenue is Broadband Services (i.e. set top boxes, internet, ad insertion, and premium channels), followed by Golf Revenue, Merchandise Sales, and

Clubhouse Rentals & Event Fees. Other revenue, which includes Additional occupancy fees, Equestrian fees, fees for classes, Sponsorship fees, and RV storage fees among others, amount to 11%. These revenues offset costs and help keep assessments down.

Slide 7 – The chart shows, as usual, our largest Operating expense is compensation, followed by cable and programming expenses. Of the \$32.3M, excluding depreciation, these two categories account for 71% of the total operating expense. Utilities & Fuel, Insurance, Professional and Legal, and Outside Services, etc. make up the remaining 29%. If you consider that cable and programming are offset by broadband revenue, compensation accounts for 67% of the net expense, while insurance, utilities, and outside services account for 33% of the net operating expense.

Slide 8 – The reserve and restricted funds adjusted balances are shown here.

- Starting with the 1st column on the left, reserve funds have a combined ending balance of: \$34.7M; restricted fund balances have an ending balance of \$3.7M. Included in this total are contributions received this year through assessments, trust facilities fees, and investment earnings.
- The 2nd column shows the work in progress of \$3.3M for reserve and \$83K for restricted, reflecting the amounts paid for projects not yet completed.
- The 3rd column represents the resulting “adjusted” fund balances of \$31.4M for reserve and \$3.7M for restricted.

Slide 9 – We have a slide here to show resale History from 2020-2022. Community-wide sales total 789 through October 31, 2022. Most of these transactions generate the Trust Facilities Fee (transfer fee), used

as a source of revenue for our reserves. Note: the new transfer fee of \$7,500 went into effect March 31, 2022.

Slide 10 –The listing on this slide gives you an idea where the reserve money is committed. Of the \$15.5M appropriated by the Board for various projects and equipment purchases, the remaining encumbrances against our reserve funds is \$10.4M, primarily for renovation projects. Restricted funds had total appropriations of \$148K and remaining encumbrances of \$58K, for the moving of bus benches.

Slide 11 – We compare our “adjusted” fund balances to historical balances for the past five years on this next chart, showing that GRF has averaged \$25 million in reserve funds and \$1.6 million in contingency funds.

GRF Financial Report

As of October 31, 2022



INCOME STATEMENT (in thousands)	ACTUAL	BUDGET	VARIANCE B/(W)
Assessment Revenue	\$27,701	\$27,701	\$0
Non-Assessment Revenue	\$11,947	\$13,088	(\$1,141)
Total Revenue	\$39,648	\$40,789	(\$1,141)
Total Expense	\$36,629	\$38,779	\$2,150
Net Revenue/(Expense)	\$3,019	\$2,010	\$1,009

GRF Financial Report

As of October 31, 2022



OPERATING ONLY INCOME STATEMENT (in thousands)	ACTUAL	BUDGET	VARIANCE B/(W)
Assessment Revenue	\$24,899	\$24,899	\$0
Non-Assessment Revenue	\$8,227	\$8,453	(\$226)
Total Revenue	\$33,126	\$33,352	(\$226)
Total Expense ¹	\$32,277	\$34,397	\$2,120
Operating Surplus/ (Deficit)	\$849	(\$1,045)	\$1,894

1) excludes depreciation

GRF Financial Report

As of October 31, 2022



GRF PORTFOLIO VALUE HISTORY Discretionary Investments (in Thousands)	Value	Annual Change \$	Annual Change %	Inception Change %
December 2019	\$19,031			
December 2020	\$19,822	\$791	4.2%	4.2%
December 2021	\$19,530	(\$292)	(1.5%)	2.6%
October 2022	\$17,867	(\$1,663)	(8.5%)	(6.1%)
Summary*		(\$1,164)		(6.1%)

**Indicates change from inception*

GRF Financial Report

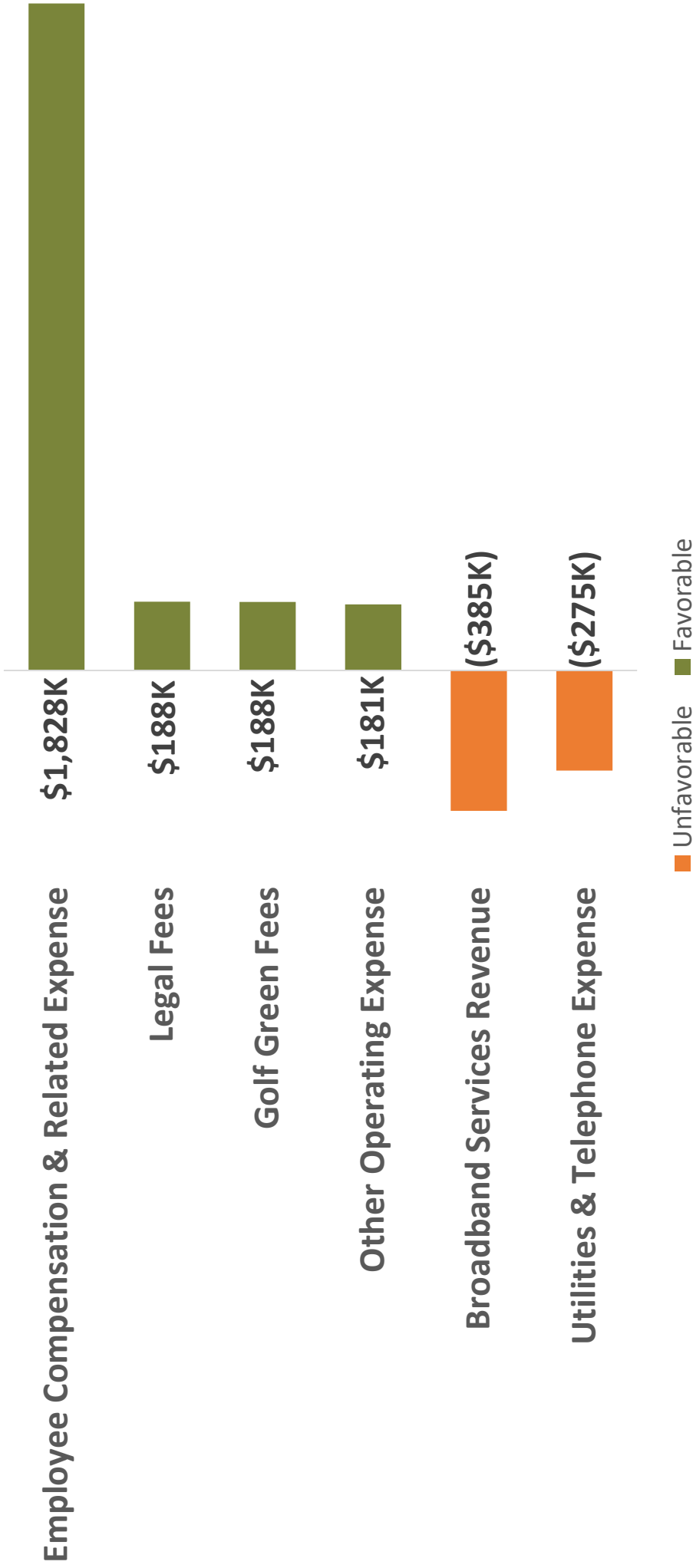
As of October 31, 2022



GRF RESERVE COMPOSITION (in Thousands)	Value
Portfolio	\$17,271
Cash	\$2,555
Non-Discretionary Investments	\$11,762
Total	\$31,588
Payables and other	(\$186)
Net Reserves Balance	\$31,402

GRF Financial Report

As of October 31, 2022
Operating Only

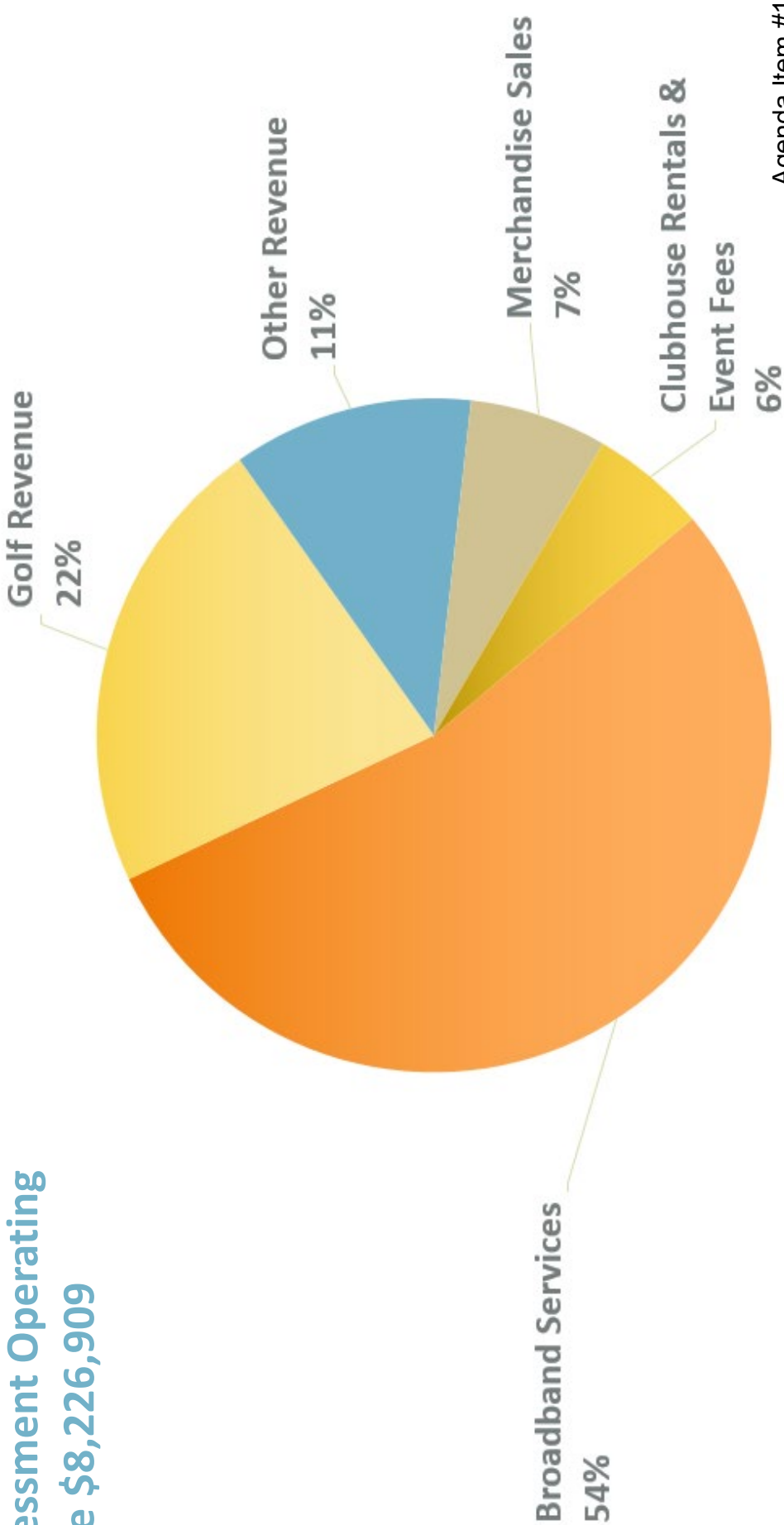


GRF Financial Report

As of October 31, 2022



**Total Non-assessment Operating
Revenue \$8,226,909**



GRF Financial Report

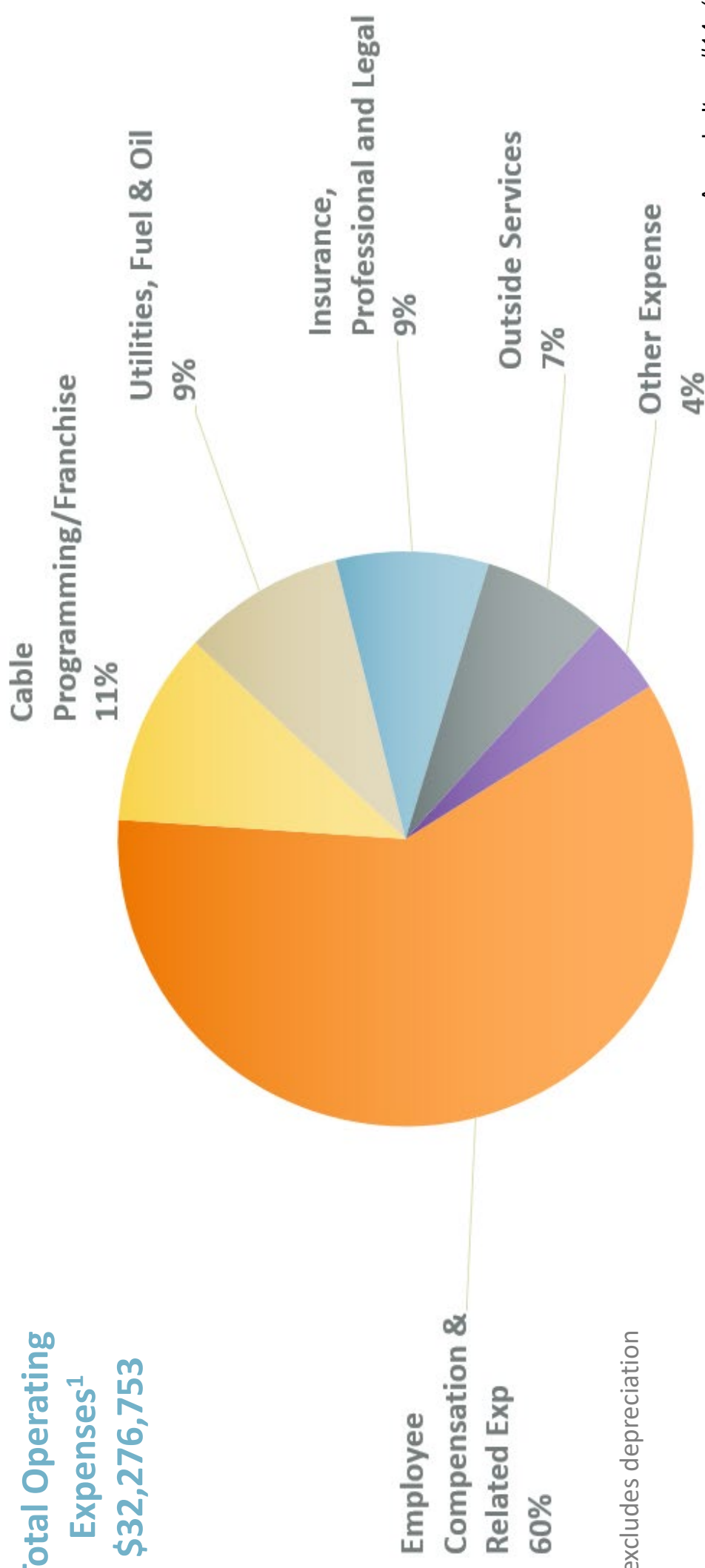
As of October 31, 2022



Total Operating

Expenses¹

\$32,276,753



1) excludes depreciation

GRF Financial Report

As of October 31, 2022



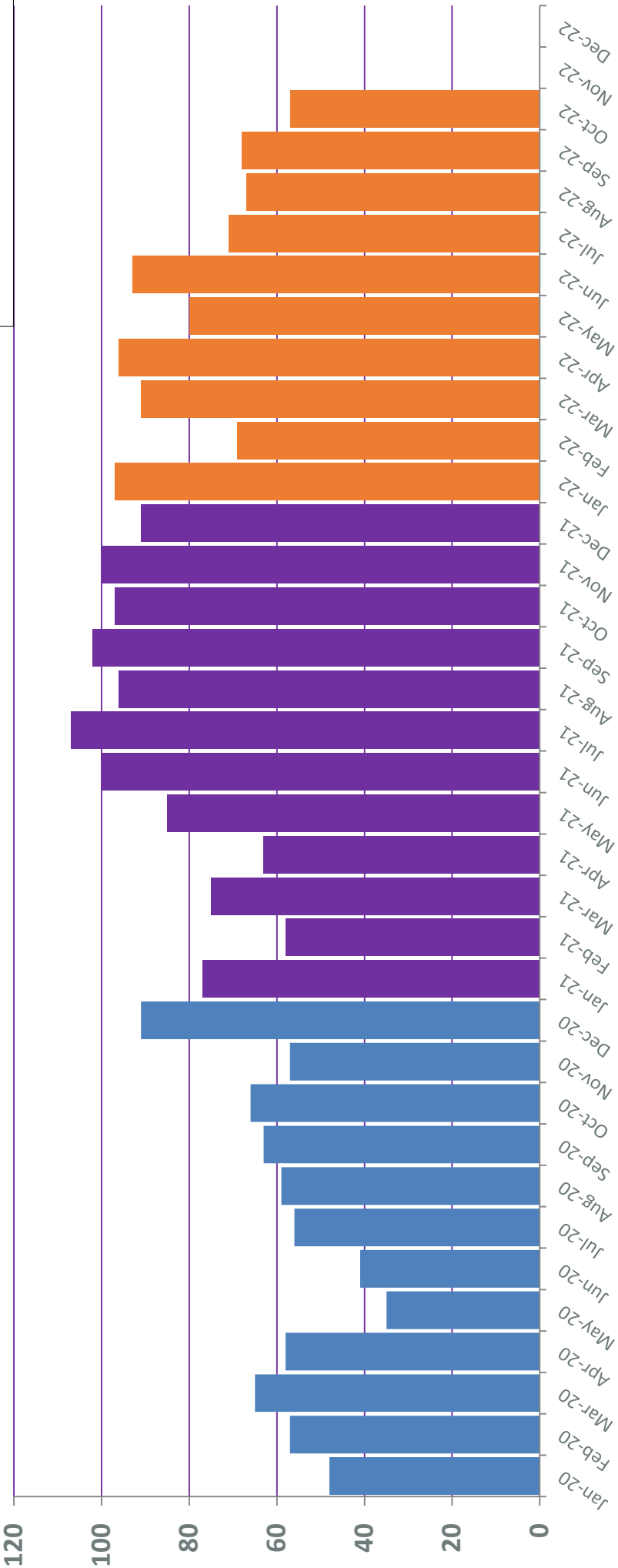
RESERVE FUND BALANCES (in thousands)	ENDING BALANCE	WORK IN PROGRESS	ADJUSTED BALANCES
Equipment Fund	\$6,122	\$1,452	\$4,670
Facilities Fund	19,241	1,814	17,427
Trust Facilities Fee Fund	9,305	0	9,305
TOTAL	\$34,668	\$3,266	\$31,402
RESTRICTED FUND BALANCES (in thousands)	ENDING BALANCE	WORK IN PROGRESS	ADJUSTED BALANCES
Contingency Fund	\$3,826	\$83	\$3,743

GRF Financial Report

As of October 31, 2022

Resale History — Consolidated

	NO. OF RESALES	AVG. RESALE PRICE
YTD 2020	548	\$331,314
YTD 2021	860	\$353,274
YTD 2022	789	\$416,985



GRF Financial Report

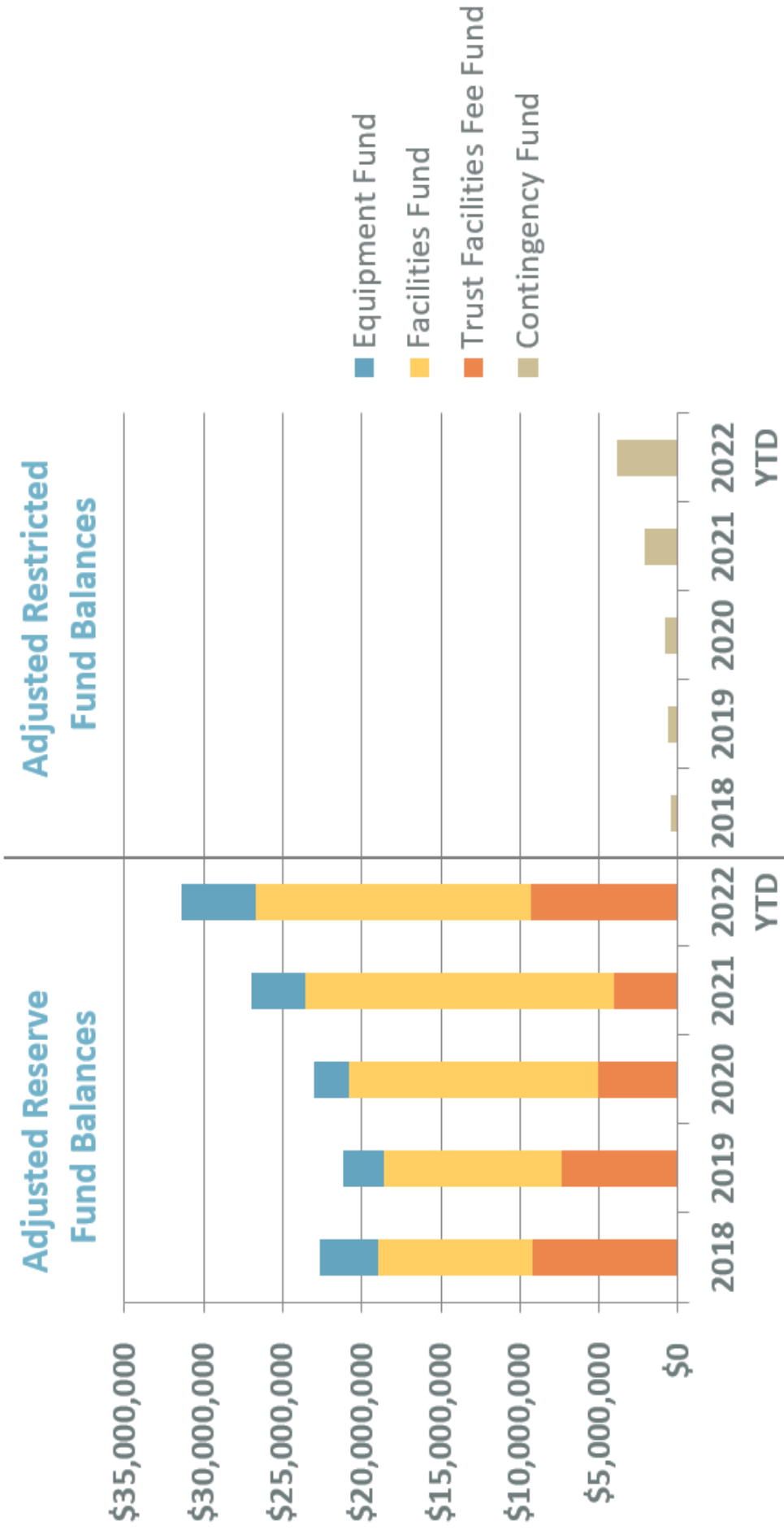
As of October 31, 2022



FUND ENCUMBRANCES (in thousands)					
	RESERVE FUNDS (EQF + FCF)		RESTRICTED FUND (CNF)		
	Total Appropriations	Remaining Encumbrance	Total Appropriations	Remaining Encumbrance	
Aquatics & Fitness	\$45	\$36	\$0	\$0	
Broadband Services	653	368	50	0	
Clubhouses	2,463	1,515	0	0	
Computers	4,760	3,787	0	0	
Community Center	279	0	0	0	
Energy Projects	250	0	0	0	
Golf Facilities	809	752	0	0	
Landscaping	697	545	0	0	
Other Equipment	280	255	0	0	
Other GRF Facilities	1,574	1,069	98	58	
Paving	904	0	0	0	
Security	468	305	0	0	
Vehicles	2,339	1,802	0	0	
TOTAL	\$15,521	\$10,434	\$148	\$58	

GRF Financial Report

As of October 31, 2022





**FINANCE COMMITTEE MEETING
REPORT OF THE REGULAR OPEN SESSION**

Wednesday, October 19, 2022 – 1:30 p.m.
Hybrid Meeting

DIRECTORS PRESENT: Jim Hopkins – Chair, Elsie Addington, Mark Laws, Jim Cook
(Alternate for Donna Rane Szostak), Azar Asgari, Lenny Ross, Diane Casey

DIRECTORS ABSENT: Donna Rane-Szostak, Debbie Dotson, Pat English

ADVISORS PRESENT: Rosemarie DiLorenzo

STAFF PRESENT: Steve Hormuth, Jose Campos, Erika Hernandez

OTHERS PRESENT: GRF – Bunny Carpenter, Egon Garthoffner, Juanita Skillman, Reza Karimi, Joan Milliman

Call to Order

Director James Hopkins chaired the meeting and was called to order at 1:34 p.m.

Acknowledgement of Media

The meeting was streamed via Zoom for members of the community to participate virtually.

Approval of Meeting Agenda

A motion was made and carried unanimously to approve the agenda as presented.

Approval of the Regular Meeting Report of August 17, 2022

A motion was made and carried unanimously to approve the committee report with the following change:

- Move Debbie Dotson's and Diane Casey's name from "Directors Present" to "Others Present".

Chair Remarks

Director Hopkins made a statement in response to an entry submitted in the Global by a member.

Member Comments (Items Not on the Agenda)

None.

Department Head Update

Steve Hormuth, Director of Financial Services, briefly touched base on GRF's investment portfolio as of September 30, 2022 and the upcoming meetings calendar.

Review Preliminary Financial Statements dated September 30, 2022

The committee reviewed the financial statements dated September 30, 2022. Questions were addressed.

Proposed Defunding at Year End

Jose Campos, Assistant Director of Financial Services, presented a staff report recommending to defund capital projects as follows: three items from the Equipment fund, one from Facilities Fund and reducing one from the Equipment Fund by December 31, 2022. The capital items will be closed out at year end and be replaced with 2023 capital items. A motion was made and moved by Director Elsie Addington to accept staff's recommendation to be presented at the next board meeting. Director Sue Stephens seconded. Discussion ensued. Hearing no objections, the motion passed unanimously.

Endorsement from Standing Committees

Communities Activity Committee – Garden Center Rental Fees. Steve Hormuth presented a staff report provided by the CAC recommending the board to approve the proposed schedule of Garden Rental Fees with effective date January 1, 2023. A motion was made and moved by Director Addington to accept and endorse this recommendation to be presented at the next Board meeting. Director Azar Asgari seconded. Discussion ensued. Hearing no objections, the motion passed by unanimous decision.

Security and Community Access Committee – Aliso Creek "No bicycle Signage". Steve Hormuth presented a staff report provided by the SCAC recommending a supplemental appropriation in the amount of \$740 from the Equipment fund for the purpose of adding 4 universal "Bicycles are prohibited" signage to the main entrance of the Aliso Creek Park. A motion was made and moved by Director Stephens to accept and endorse staff recommendation to be presented at the next board meeting. Director Addington seconded. Discussion ensued.

Director Stephens retracted her motion. No vote took place.

Director Diane Casey left at 3:40pm.

Director Hopkins made a motion to send the report back to the SCAC committee with recommendations for consideration. Hearing no objections, the motion passed unanimously.

Future Agenda Items

None.

Committee Member Comments

None.

Date of Next Meeting

Wednesday, December 21, 2022 at 1:30 p.m.

Recess to Closed Session

The meeting recessed to closed session at 3:44 p.m.

JW HOPKINS

[JW HOPKINS \(Oct 30, 2022 18:57 PDT\)](#)

James Hopkins, Chair

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OPEN MEETING

**MINUTES OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION
STRATEGIC PLANNING COMMITTEE**

**Monday, October 3, 2022 – 1:30 p.m.
BOARD ROOM/VIRTUAL MEETING
Laguna Woods Village Community Center 24351 El Toro Road**

Director Present: Debbie Dotson, Mark Laws, Nathaniel Ira Lewis, Diane Casey, Ryna Rothberg, Joan Milliman, James Hopkins

Directors Absent: Gan Mukhopadhyay, Anthony Liberatore, Cash Achrekar

Staff Present: CEO-Siobhan Foster, Makayla Schwietert, Paul Nguyen

Others Present: Richard Rader (Advisor)

1. Call to Order—Director Dotson, Chair

Chair Dotson called the meeting to order at 1:30 p.m. and established that a quorum was present.

2. Approval of the Agenda

Chair Dotson requested the addition of Item 6c. Broadband Status Update, Item 6d. Website Status Update, and Item 6e. Space Planning (Oral Discussion).

Hearing no changes or objections, Chair Dotson declared the agenda as approved unanimously.

3. Approval of the Minutes

a. GRF Strategic Planning Committee Meeting – May 02, 2022

Hearing no changes or objections, Chair Dotson declared the minutes of May 02, 2022 as approved unanimously.

4. Chair's Remarks

Chair Dotson commented on the following:

- Goal for today is to discuss comments and ideas from committee members, and hopefully end the meeting with some new goals for the future.

5. Old Business

a. Committee Member Responses to Internal Survey

Chair Dotson provided a presentation on the Internal Survey with responses from committee members.

Discussion ensued among the committee.

b. Discussion of Ideas

The committee further discussed ideas that can be brought back at future meetings.

6. New Business

a. Status of Corporate Vote on Building E Replacement

Chair Dotson provided an update regarding Building E Replacement vote results from the Corporate Members.

Discussion ensued among the committee.

b. Set 3 Goals for 2023

Chair Dotson and the Committee discussed the following goals for 2023:

- Obtain trend reports.
- Recreational space utilization consultant.

THIS ITEM WAS ADDED DURING APPROVAL OF AGENDA

c. Broadband Status Update

Chair Dotson commented on a study that took place to advise on strategic planning for broadband services.

Discussion ensued among the committee.

THIS ITEM WAS ADDED DURING APPROVAL OF AGENDA

d. Website Status Update

Chair Dotson provided a brief update regarding the status of the Website renewals.

THIS ITEM WAS ADDED DURING APPROVAL OF AGENDA

e. Space Planning (Oral Discussion)

Chair Dotson commented that over the years, the need for space planning has been discussed.

Chair Dotson has requested a short-term ad-hoc committee be formed to move forward on the Building-E space planning project.

7. Next Meeting – TBD


8. Committee Member Comments

- Director Hopkins commented on the importance of obtaining a trends report, as the facts are the most important things to gather
- Chair Dotson commented Board Elections are in some way a form of Strategic

Planning. Sometimes change in Boards are needed, and sometimes they are not. The importance that a Member has proper experience, and want to be on a Board to make a difference.

9. Adjournment

There being no further business the meeting was adjourned at 3:25 p.m.

DocuSigned by:

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Debbie Dotson, Chair
GRF Strategic Planning Committee

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OPEN MEETING

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

Thursday, November 10, 2022 – 1:30 p.m.
Board Room/Virtual Meeting

MEMBERS PRESENT: Yvonne Horton, Chair, Elsie Addington, Pearl Lee, Diane Casey, Annie McCary, Mark Laws, Dennis Boudreau, Ajit Gidwani

MEMBERS ABSENT: Ryna Rothberg

OTHERS PRESENT: Bunny Carpenter, Juanita Skillman, Joan Milliman, Maggie Blackwell

STAFF PRESENT: Alison Giglio, Jennifer Murphy, Tom McCray, Jackie Chioni

Call to Order

Chair Horton called the meeting to order at 1:33 p.m.

Acknowledgement of Media

There was no press present.

Approval of Agenda

Director McCary made a motion to approve the agenda, no second.

Director Laws inquired as to the Poster Policy Review not listed on the agenda. Chair Horton stated staff was directed at a later date to leave the agenda item under Items for Future Agendas.

Motion passed unanimously.

Approval of Committee Report for October 13, 2022

Director Addington made a motion to approve the report, Director Casey seconded.

Motion passed unanimously.

Chair's Remarks

Chair Horton stated the Recreation Department is working diligently to staff all facilities.

Report of the Recreation and Special Events Director

Ms. Giglio stated the Garden Center operating rules have been approved; the next step is to identify Garden Center compliance priorities and begin a more thorough inventory to build a more accurate data base; in the planning stages for tree trimming at both centers and will be communicating with gardeners about upcoming work when scheduled; there are currently 20 Garden Centers volunteers supporting staff and gardeners with life challenges; a new Fitness membership module has been installed; there are approximately 2,500 to 3,000 cups of coffee self-served per month at the Drop-in lounge at Clubhouse 1 as it is open every day 8 a.m. to 10 p.m. with 13 to 15 room reservations a day; the Performing Arts Center billiards room has expanded hours to include Monday and Wednesday nights from 6 to 10 p.m. to accommodate men's and women's club nights; over 2,000 people attended the Bonanza at Clubhouse 4 in which over 100 resident artists sold self-created items; the lobby furniture at Clubhouse 5 has been replaced; the Thanksgiving buffet sold out in five days; pool covers have been added to maintain temperatures of the pool water; outside services have been contracted for daily pool maintenance while the pool technician is on medical leave; annual pool maintenance is underway with Pool 2 as the next pool to be closed; there are currently two lesson horses at the Equestrian Center; the Halloween Hoedown hosted approximately 350 attendees; a new Equestrian Center stable lead has been hired; Library volunteers worked 756 hours supporting 2,685 residents in October and 3,243 items circulated through the front desk in October .

Mr. McCray stated carts are restricted to cart paths after rain as protecting the greens is the priority; the driving range suffers after rain as there is no grass; the Par 3 must remain closed after rain if deemed unsafe and will be reopened tomorrow; courses are analyzed each morning after rain to ensure safety and greens protection; tee reseeding is going well; text messaging communication with golfers who opt in has been instituted to allow for alerts or special event announcements that may impede play; first session of the Silver Tees program went very well; the next Silver Tees session starts in three weeks; the fencing at the driving range is completed and the remaining project is scheduled to begin in March; holiday merchandise promotions will be held; Mr. McCray thanked the projects team for their assistance.

Director McCary inquired as to the location of merchandise sales. Mr. McCray stated a small amount of merchandise is located at the Par 3 with most at the Golf pro shop. Director Lee inquired as to the comparison of activity volume today versus pre-COVID. Mr. McCray stated it has nominally increased as there is no room to increase play. Director Lee stated those moving in are younger and they may be more active with regards to golf. Mr. McCray stated staff instructs those individuals wishing to play golf on the use of the foreUP reservation system.

Ms. Murphy stated the Veterans day event will be held at Clubhouse 2, 10 to 11 a.m. with a guest speaker, colors to be presented and light refreshments; the free Monday movie, *Spencer*, will be hosted at the Performing Arts Center on November 21 at 2 p.m.; the

Volunteer Luncheon will be hosted at Clubhouse 5 on December 2 for the 2022 volunteers; on December 3 Clubhouse 1 will host the holiday tree lighting at 6 p.m. which will include a toy drive, hot cocoa and cookies; the Christmas buffet will be hosted at Clubhouse 5 at 1 p.m. and tickets will go on sale on November 29 at the Clubhouse 5 office; the Performing Arts Center will host a variety show on New Year's Eve starting at 7:30 p.m. with tickets on sale now at the Performing Arts Center box office; Clubhouse 5 will host Rockin' New Year's Eve at 6:30 p.m. with dinner, live music and a champagne toast.

Chair Horton stated Mr. McCray has done a great job. Director Addington inquired as to distributing Garden Center operating rules to all gardeners. Ms. Giglio stated new gardeners receive a copy when securing a garden or tree plot and the rules may be viewed online. Ms. Giglio stated staff will send a message to all gardeners instructing them how to locate the rules online and anyone may request a hard copy from staff.

Member Comments (Items Not on the Agenda)

Members were called to speak regarding the following: use of the GRF mobile stage, Laguna Woods Village buses and cocktail tables for a club event; extension of Veterans Day holiday hours to allow for a club dance in 2023.

Discussion ensued.

Staff was directed to follow up with the VMS Risk Manager in regards to insurance carrier response to club use of the GRF mobile stage.

Staff was directed to create a staff report regarding the Veterans Day exception and present at CAC next month.

CONSENT

Director Addington made a motion to approve the consent calendar, Director Casey seconded.

Motion passed 5-1 (Director Laws abstained).

REPORTS

Clubhouse Expanded Hours - Ms. Giglio stated Recreation is in the process of hiring more Recreation Leaders to assist with all clubhouse operations during open hours. She stated the top priority is opening more hours at Clubhouse 7, then Clubhouse 2.

Members were called to speak regarding the following: exception of use of Clubhouse 2 outside of current operating hours in April for a wedding; exception of use of Clubhouse 7 outside of current operating hours; staff training of AV equipment.

Discussion ensued.

ITEMS FOR DISCUSSION AND CONSIDERATION

2023 Aquadettes Billing – Ms. Murphy stated the staff report regarding the Aquadettes proposed payment of \$1,250 to GRF for the 2023 Aqua Follies show.

Director Addington made a motion to have the Aquadettes pay GRF the amount of \$2,250 for the 2023 Aqua Follies show, Director Casey seconded.

Members were called to speak regarding the following: Aquadettes thanked CAC and GRF for supporting the 2022 Aqua Follies show; costs for Aqua Follies show; ticket sales; club working with VCF for donations; sponsorship for this event; club to club donations.

Discussion ensued.

Motion passed 4-1 (Director Laws voted against).

ITEMS FOR FUTURE AGENDAS

GRF Credit Card and Transaction Fee (ActiveNet) – Staff was directed to bring this item to the Community Activities Committee on December 8, 2022.

Poster Policy Review – Staff was directed to bring this item to the Community Activities Committee on December 8, 2022.

Facility Operating Rules – Staff was directed to keep this item under Items for Future Agendas.

Performing Arts Center Rental Fees – Staff was directed to keep this item under Items for Future Agendas.

CONCLUDING BUSINESS

Committee Member Comments

Advisor Gidwani stated the Recreation Department makes every effort to assist the community and stated the Aqua Follies show is great.

Director Lee stated she is looking forward to next year's Aqua Follies show.

Director Addington stated she is looking forward to discussing the GRF Credit Card and Transaction Fee through ActiveNet agenda item in the future.

Director McCary stated she loves the Aqua Follies show.

Advisor Boudreau stated the golfers pay the credit card fee at Golf.

Date of Next Meeting

The next regular meeting of the GRF Community Activities Committee will be held both in the board room and virtually via the Zoom platform at 1:30 p.m. on Thursday, December 8, 2022.

Adjournment

There being no further business, the Chair adjourned the meeting at 3:17 p.m.

____*Yvonne Horton*____

Yvonne Horton, Chair

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OPEN MEETING

**REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION
LANDSCAPE COMMITTEE
WEDNESDAY, SEPTEMBER 14, 2022 – 1:30 P.M.
BOARD ROOM / VIRTUAL MEETING
Laguna Woods Village Community Center
24351 El Toro Road**

REPORT

COMMITTEE MEMBERS PRESENT: Chair – Juanita Skillman, Reza Karimi, Ira Lewis, Diane Casey, Maggie Blackwell

COMMITTEE MEMBERS ABSENT: Annie McCary

OTHERS PRESENT: Bunny Carpenter, Yvonne Horton, Joanna Kipper (Biologist from Chambers Group, inc.)

ADVISORS PRESENT: Lynn Jarrett

STAFF PRESENT: Kurt Wiemann, Jayanna Abolmoloki

1. Call Meeting to Order

Chair Skillman called the meeting to order at 1:32 p.m.

2. Acknowledgment of Media

No press was present.

3. Approval of the Agenda

Director Karimi made a motion to approve the agenda. Director Lewis seconded. The committee was in unanimous support.

4. Approval of the Meeting Report for June 6, 2022

The report was approved without objections.

5. Committee Chair Remarks

Chair Skillman addressed the audience by reminding them that the GRF Landscape Committee typically highlights items of particular interest.

6. Department Head Update

6a. Irrigation Control Project Update

Mr. Wiemann stated that GRF owns the irrigation controls for the entire community and informed the audience that the current system is almost 25 years old. Mr. Wiemann updated the committee by stating that he is waiting on the first set of controllers to be delivered. Mr. Wiemann also reminded the committee that the new system is eligible for rebates.

Members made comments and asked questions.

Reports

7. Update on the Creek (Presentation)

Mr. Wiemann introduced Joanna Kipper, the Biologist working with Landscape Services to preserve Aliso Creek. Ms. Kipper presented a slide show containing images and information regarding the creek.

Members made comments and asked questions.

8. Drought Tolerant Plants (Presentation)

Mr. Wiemann discussed the many drought tolerant plants depicted in the slide show presented. Mr. Wiemann also shared that Landscape Services will be replanting the Gate 1 area as a pilot to display multiple drought tolerant plants. Mr. Wiemann stated that United Mutual will soon have a passive park planted full of drought tolerant plants, and it will be pet-friendly. Mr. Wiemann recommends that residents purchase their drought tolerant plants from nurseries, in lieu of big box stores.

Members made comments and asked questions.

Items for Discussion and Consideration

9. Member Comments (Items Not on the Agenda)

Several members made comments and asked questions. Topics included:

- The history of Conservators of the Creek
- Request to speak at a Fish, Game, and Wildlife Meeting
- Willow trees near Aliso Creek
- Request to re-plant butterfly-friendly bushes near Aliso Creek
- Informational brochures available at the History Center

10. Response to Members Comments

Kurt Wiemann and Joanna Kipper both responded to member comments.

Concluding Business:

11. Committee Member Comments

Advisor Lynn Jarrett stated that she appreciates the presentations shared. She also stated that Bob Merget's previous presentation given should be turned into a YouTube video.

Director Blackwell stated that What's Up in the Village should soon contain information on drought tolerant plants.

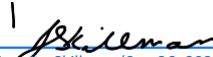
Director Casey commented that she is doing good things with the United Tree Ad Hoc Committee.

Director Lewis stated he is happy that this information is getting to the public.

Director Karimi appreciates what Landscape Services is doing in Aliso Creek.

12. Date of Next Meeting – Wednesday, December 14, 2022 at 1:30 p.m.

13. Recess for Special Closed Session at 3:18 p.m.


Juanita Skillman (Sep 26, 2022 11:19 PDT)

Juanita Skillman, Chair

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OPEN MEETING

**REPORT OF THE REGULAR MEETING OF THE
GOLDEN RAIN FOUNDATION
MAINTENANCE AND CONSTRUCTION COMMITTEE***

**Wednesday, October 12, 2022 – 9:30 a.m.
24351 El Toro Road, Laguna Woods, CA 92637
Board Room and Virtual with Zoom**

REPORT

- MEMBERS PRESENT:** Egon Garthoffner – Chair, Cash Achrekar, Jim Cook, Ralph Engdahl, Gan Mukhopadhyay, Lenny Ross, Sue Stephens
Advisors Ajit Gidwani, Carl Randazzo, Bill Walsh
- MEMBERS ABSENT:** None
- OTHERS PRESENT:** **GRF:** Elsie Addington, Bunny Carpenter, Juanita Skillman
Third: Cush Bhada
United: Reza Bastani
Richard Rader
- STAFF PRESENT:** Guy West – Staff Officer & Projects Division Manager, Bart Mejia – Maintenance & Construction Assistant Director, Ian Barnette – Maintenance & Construction Assistant Director, Laurie Chavarria – Sr. Management Analyst, Sandra Spencer – Administrative Assistant

1. Call to Order

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

2. Acknowledgement of Media

Chair Garthoffner noted that no media was present.

3. Approval of the Agenda

Hearing no objection, the agenda was approved as written.

4. Approval of Meeting Report for August 10, 2022

Hearing no objection, the August 10, 2022 meeting report was approved unanimously.

5. Chair's Remarks

Chair Garthoffner commented on a statement in the VMS Agreement regarding the principals of cooperative effort and stressed the goal of the committee to work together, discuss controversial issues calmly, and to reach a consensus.

6. Member Comments

A member commented via email on EV charging in Laguna Woods Village. The committee addressed the comments and discussed the topic.

7. Department Head Update

Mr. West commented that repairs to the swamp cooler in the archery range will be made but there are no plans to replace it with an HVAC unit at this time. Mr. West also commented that a meeting has been scheduled for 11:00 a.m. on October 19, 2022 with the representatives from each mutual and 27 Diamonds, the interior design consultant for CH1 and the PAC lobby restrooms.

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.

The Project Log was pulled for discussion. Mr. West provided an overview of the projects and answered questions from the committee.

Mr. Mejia updated the committee on the status of SCE's evaluation of potential EV charging sites. Of the 7 sites that were initially evaluated, 3 met the requirements: CH3, CH4 and CH5. Discussion ensued regarding the number of charging stations per site; the loss of parking spaces; and SCE's approval criteria.

Mr. Mejia suggested the results of the SCE evaluation be presented at a special M&C committee meeting. Staff was directed to schedule the meeting at Clubhouse 2 (or similar venue) to provide an opportunity for residents to participate in a discussion on this important topic.

8. Project Log

9. ChargePoint Summary

The consent calendar was approved unanimously.

Items for Discussion and Consideration:

10. Building E – Open Discussion

President Carpenter requested the item be tabled at this time. After discussing the reasons for tabling the item, Chair Garthoffner approved the request.

11. Call Center Completion

Mr. West presented a PowerPoint update on the completion of the project to add 11 new work stations in the call center on the first floor of the community center.

12. Warehouse Dock Leveler Completion

Mr. West presented a PowerPoint update on the completion of the warehouse replacement of the dock leveler, bumpers, straps, concrete pad, and removable bollards.

13. Equestrian Hay Barn

Mr. West presented a staff report recommending the purchase of lightweight curtains to protect the hay bales stored at the equestrian barn. A motion was made to approve staff's recommendation. The motion passed by unanimous consent.

14. 2023 Equestrian Center Arena Lighting

Mr. West presented a PowerPoint overview of the preliminary scope for the lighting options at the equestrian center which have been budgeted for 2023.

15. 2023 Equestrian Center Fencing and Gate

Mr. West presented a PowerPoint overview of the preliminary scope for the gate and fencing options at the equestrian center which have been budgeted for 2023.

Future Agenda Items: *All matters listed under Future Agenda Items are items for a future committee meeting. No action will be taken by the committee on these agenda items at this meeting.*

- Maintenance Service Center Generator
- EMS Status Update
- MelRok Energy Management System
- SCE EV Charging Stations
- 2023 Projects Overview

Concluding Business:

16. Committee Member Comments

- Director Ross commented on the need for financial transparency on large projects; and potential cost sharing of projects at the equestrian center.
- Advisor Randazzo commented on solar panel installation for EV charging.
- Advisor Gidwani thanked the committee and staff for their hard work and dedication to

the village.

- President Carpenter commented on reserve funding for projects.
- Advisor Walsh agreed that a separate special meeting on EV charging would be beneficial.
- Director Bhada commented on deferred maintenance.
- Director Cook, Achrekar and Chair Garthoffner commented on the need for economy in spending.
- Director Mukhopadhyay commented on space planning for the community center.

17. Date of Next Meeting: Wednesday, December 14, 2022 at 9:30 a.m.

18. Adjourn – The meeting was adjourned at 11:52 a.m.



Egon Garthoffner, Chair

Egon Garthoffner, Chair
Guy West, Staff Officer
Telephone: 949-268-2380



OPEN MEETING

**REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION
MEDIA AND COMMUNICATIONS COMMITTEE**

**Monday, November 21, 2022 – 1:30 p.m.
Board Room / Virtual Hybrid Meeting**

REPORT

Members Present: Chair Joan Milliman; Directors Elsie Addington, Maggie Blackwell, James Cook, Anthony Liberatore; Alternate Cris Prince; Advisors Catherine Brians, Lynn Jarrett, Tom Nash, Carmen Pacella, Lucy Parker

Members Absent: Directors Moon Yun (excused), Ryna Rothberg; Advisor Theresa Frost (excused)

Others Present: Juanita Skillman, Richard Rader, Egon Garthoffner

Staff Present: Eileen Paulin, Paul Ortiz, Ellyce Rothrock, Susan Logan-McCracken

1. Call to Order

The meeting was called to order at 1:30 p.m. and a quorum was established by Chair Milliman.

2. Acknowledgement of Media

None present.

3. Approval of Agenda

Approved by unanimous consent.

4. Approval of Report for October 17, 2022

Approved by unanimous consent.

5. Chair's Remarks

Chair Milliman commended the all-boards training and presentations on Friday, November 18. The meeting was recorded and will be available on the website.

6. Member Comments

There were no member comments during this portion of the meeting, but there were two member comments during the committee member comments.

Items for Discussion

7. Media and Communications Report – Eileen Paulin

Ms. Paulin mentioned slides from the all-boards training presentation are available for board members who would like a copy.

She highlighted from the Media and Communications Activities Report:

- The October/November Village Breeze
- The weekly email blast to residents
- Reporting on Village elections
- Town hall for new fire station
- Focus groups preliminary report
- Volunteer luncheon
- Employee Excellence Awards
- Halloween morale building costume contest and potluck
- New resident orientations
- Docent tours
- Press releases sent weekly to the Globe

She discussed the results of the focus groups.

Director Addington mentioned the need for volunteers who speak multiple languages to help translate news and information for residents who speak English as a second language. Ms. Paulin concurred and mentioned that one of the focus groups included those individuals. A discussion ensued.

Director Skillman mentioned the afternoon Saturday docent tours are scheduled when the Village Library is closed. Ms. Rothrock explained that morning tours are less attended than afternoon tours. A discussion ensued.

8. Broadband Ad Hoc Committee Report – Eileen Paulin

Ms. Paulin announced the next meeting will immediately follow today's MACC closed meeting. The subsequent meeting will be Tuesday, November 29, from 10 a.m. to 2 p.m. and will include lunch.

9. Website Ad Hoc Committee Report – Ellyce Rothrock

Ms. Rothrock reported on a meeting with three potential vendors on November 15. She expects to receive proposals back from each of them.

10. Broadband Services Report – Paul Ortiz

Mr. Ortiz highlighted:

- The Village YouTube subscriber count is up over 43% year-over-year.
- Bonus movies will be shown over the Thanksgiving holiday weekend.
- Subscriber counts are decreasing in general because people are increasingly using different devices.
- The two lowest tiers of internet services are down as people opt for higher

speeds.

- The A&E contract will expire Dec. 31, 2022, and is in negotiations.
- This year has been a successful political year for advertising revenue.

Items for Future Agendas

Report on the focus groups

Concluding Business

Committee Member Comments

Chair Milliman stated that she is looking into possibly having Globe newsstands at the Village Library and Community Center. The First Amendment might require us to include newsstands for all media who wish to be here if we allow newsstands for the Globe. This is under review by our legal counsel.

Advisor Jarrett commended the movie selections that go out to residents on Mondays, Fridays and Saturdays.

Advisor Brians stated she is happy to be part of this committee.

Advisor Pacella commended the meeting and suggested the Globe be delivered to every home in the Village. A discussion ensued.

Director Blackwell stated her interest in the results of the focus groups.

Director Skillman stated that she has been assigned to another committee and this would be her last meeting after 10 years on this committee.

Chair Milliman welcomed the new advisor and directors on the committee. She also thanked Director Skillman for her service on this committee.

Two members commented on the Globe suggestion. Ms. Deb Allen stated her support for the idea of getting the Globe out to the residents. Mr. Richard Rader also supported the idea.

Date of Next Meeting – Monday, December 19, 2022, at 1:30 p.m.

Adjournment

Chair Milliman adjourned the meeting at 2:33.


Joan Milliman, Chair
Media and Communications Committee

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**REPORT OF REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION
MOBILITY AND VEHICLES COMMITTEE**

Wednesday, October 5, 2022 – 1:30 p.m.
Laguna Woods Village Community Center Board Room
24351 El Toro Road, Laguna Woods, CA 92637

MEMBERS PRESENT: Don Tibbetts (Chair), Egon Garthoffner, Cush Bada, Jim Cook (Alternate), Anthony Liberatore (Alternate), Pearl Lee, Margaret Bennett

ADVISORS:

MEMBERS ABSENT: John Frankel, Maggie Blackwell

OTHERS PRESENT: Bunny Carpenter, Juanita Skillman, Sue Stephens

STAFF PRESENT: Robert Carroll - General Services Director, Francisco Perez – Transportation Supervisor, Bob Merget – Landscape Manager, Liz Cortez – Administrative Coordinator

1. Call to Order

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

2. Acknowledgment of Media

None present.

3. Approval of the Agenda

Hearing no objection, the agenda was approved by acclamation.

4. Approval of Meeting Report for

Hearing no objection, the regular meeting report of June 1, 2022 was approved by acclamation.

5. Chair's Remarks

None

6. Member Comments (Items Not on the Agenda)

Member Rhoda Lindner spoke on the Village bus system and the RFID chips residents utilize for ridership data.

7. Response to Member Comments

Chair Tibbetts responded to member's comments.

Reports

8. Director's Report

Staff provided the committee with a current overview of the Laguna Woods Village Transportation ridership for the Fixed-Route, Journey and BOOST transportation programs.

Staff also provided a map of Laguna Woods Transportation boundaries. Staff is following guidance from County/State mandates for mask requirements in public Transportation as it relates to COVID-19 restrictions.

The committee was provided with a delivery update of the vehicles per the 2021 capital approved purchases. The delay of new vehicle deliveries is a result of a worldwide chip shortage and supply change issues.

9. City of Laguna Woods Mobility Technology Plan Power Point Presentation

Representatives of the firm IBI Group presented a power point presentation on Laguna Woods City's mobility and technology plan.

Items for Discussion

10. Update on Fleet Right-Sizing Project

The General Services department completed the first biannual Fleet Right-Sizing Assessment. This project is to ensure the number and types of vehicles in the GRF fleet are appropriate for supporting VMS operations.

Staff provided a report on the following items:

- Assessment resulted in the projected reduction of ten vehicles and one specialty equipment.
- Assessment resulted in ten vehicles that will be reduced to different vehicle classes when they are scheduled to be replaced.
- Assessment identified six vehicles that can be repurposed, shared, or pooled across departments.

The Fleet Right-Sizing Assessment includes approximately \$620,200 in savings over a four-year period.

Chair Tibbets commented on the report. Director Garthoffner suggested staff provide a list of the VMS vehicles and the departments they are assigned to. Director Bhada confirmed with staff the results of the report are being implemented.

At this time Member Steve Seyman commented on the Village's transportation operational hours.

11. Vehicle Purchase – Two Ford Escape Plug-In Hybrid Vehicles for the Security Department

Staff presented a report recommending the committee approve the purchase of two replacement Ford Escape vehicles for the Security Department in the estimated amount of \$79,996.

Director Cook made a motion to approve staff's recommendation, Director Liberatore seconded. The motion passed by unanimous decision.

12. Vehicle Purchase – Four Ford F-250 Crew Cab Trucks for the Landscape Department

Staff presented a report recommending the committee approve the purchase of four Ford F-250 trucks for the Landscape Department in the estimated amount of \$202,636.

Discussion ensued amongst directors. Director Cook made a motion to approve staff's recommendation, Director Liberatore seconded. The motion passed by unanimous decision.

13. Equipment Purchase – Four Equipment Trailers for the Landscape and General Services Departments

Staff presented a report recommending the committee approve the purchase of four equipment trailers for the Landscape and General Services Departments in the estimated amount of \$52,403.

Director Cook made a motion to approve staff's recommendation, Director Liberatore seconded. The motion passed by unanimous decision.

Director Garthoffner presented a power presentation to the committee on average maintenance costs over several years for various vehicle types.

Items for Future Agendas:

None.

Concluding Business:

Committee Member Comments:

None.

Date of Next Meeting – Wednesday December 7, 2022 at 1:30 p.m.

Adjournment:

The meeting was adjourned at 3:14 p.m.

Don Tibbetts

Don Tibbetts (Oct 19, 2022 10:00 PDT)



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

The Hybrid Model Meeting of the Security and Community Access Committee was held on Monday, October 31st, 2022 at 1:30 p.m. 24351 El Toro Road, Laguna Woods, California.

MEMBERS PRESENT: Don Tibbetts, Maggie Blackwell, Reza Karimi, Annie McCary, Cris Prince

OTHERS PRESENT: Elsie Addington, Juanita Skillman

STAFF PRESENT: Eric Nuñez, Tom Siviglia, Cody DeLeon, Ed Green

CALL TO ORDER

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

ACKNOWLEDGEMENT OF PRESS

Media was not present.

APPROVAL OF AGENDA

By way of consensus, the Committee approved the agenda without requested changes.

APPROVAL OF MEETING REPORT

By way of consensus, the Committee approved the August 29th, 2022 meeting report.

CHAIRMAN'S REMARKS

Chair Tibbetts did not have remarks at this time.

MEMBER COMMENTS

Multiple members made comments and asked questions.

Topics included:

1. Date of next meeting
2. Cris Prince now a member of the board for the Security and Community Access Committee representing Third Mutual

RESPONSE TO MEMBER COMMENTS

Chair Tibbetts stated Next meeting will be held February 27th, 2023. Canceled meeting on December 26th, 2022 due to VMS holiday.

REPORTS

Disaster Preparedness Task Force Report

Chief Nuñez discussed the meeting report provided in the packet from September's DPTF meeting. Chief Nuñez shared that the Great Shakeout this year was handled by the radio club. Chief Nuñez also shared his commitment to meeting with the Clubhouse Coordinators at each clubhouse in efforts to familiarize everyone with the location of emergency supplies and inventory.

Director Blackwell suggested a duck and cover safety video be put out over channel 6 once and a while.

RV Update

Chief Nuñez notified the committee of the temporarily appointed Security Administrative Specialist person as well as the Traffic Officer who has been handling the recent RV lots audit. The audit is freeing up spots for residents who have been on the waiting list for over a year. Currently the Traffic Officer is in the process of calling residents of seemingly vacant spots while waiting for call backs on residents who have been waiting.

Noteworthy Incidents

Chief Nuñez shared Ed Green being officially hired as a part time VMS employee responsible for coordinating disaster preparedness activities within the village. Chief Nuñez noted that our Net Control Officer Jim Riedel as well as Bruce Bonbright (monthly radio drill coordinator) will be resigning effective January 1st, 2023.

Security Statistics

Chief Nuñez explained the statistics provided within the agenda packet. Members made comments and asked questions.

Chief Nuñez stated that VMS does not admonish trespassers, it is a job for OCSD. It is still highly encouraged to call security first and security will notify OCSD unless there is a concern that there is something more urgent. Chief Nuñez will also be communicating this to the other Boards of Directors.

ITEMS FOR DISCUSSION AND CONSIDERATION

Stop Signs and Crosswalks on Avenida Sevilla and Via Mendoza

Mr. Siviglia discussed the Staff Report to be voted on.

Director McCary made a motion to approve staff recommendation of hiring a Traffic consultant for approval of stop signs and sidewalks being put at intersection Avenida Sevilla and Via Mendoza.

Director Prince seconded the motion.

The motion failed in a 3-2 vote.

ITEMS FOR FUTURE AGENDAS

No future agenda items.

CONCLUDING BUSINESS

DATE OF THE NEXT MEETING

The next meeting is scheduled for Monday, February 27th, 2023 at 1:30 p.m. in a hybrid meeting on Zoom, and in the Board Room in the Laguna Woods Village Community Center.

Center.

ADJOURNMENT

There being no further business to come before the Committee, Chair Tibbetts adjourned the meeting at 2:54 p.m.

Don Tibbetts

[Don Tibbetts \(Nov 8, 2022 17:22 PST\)](#)

Don Tibbetts, Chair

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