



## **OPEN SESSION**

### **Minutes of the Regular Meeting of the Golden Rain Foundation Tuesday, August 6, 2019, 9:30 a.m. 24351 El Toro Road, Laguna Woods, California**

**Directors Present:** Beth Perak, Annette Sabol Soule, Joan Milliman, Jim Matson, Diane Phelps, Richard Palmer, Ray Gros, Bert Moldow, Pat English, Don Tibbetts, and Judith Troutman

**Directors Absent:** None

**Staff Present:** Jeff Parker-CEO, Siobhan Foster-COO, Eileen Paulin, Ellyce Rothrock, Tim Moy, Chuck Holland, Chris Spahr, Ernesto Munoz, and Cheryl Silva

**Others Present:** United Mutual: Juanita Skillman, Elsie Addington  
Mutual 50: Ryna Rothberg  
VMS: Dick Rader, Mary Stone

#### **1. Call to Order**

President Perak called the meeting to order at 9:30 a.m.

#### **2. Pledge of Allegiance**

Director Soule led the meeting in the Pledge of Allegiance to the Flag.

#### **3. Acknowledgment of Media**

A representative of the Laguna Woods Globe and the Village Television Camera Crew, by way of remote cameras, were acknowledged.

#### **4. Approval of Agenda**

Director Moldow made a motion to approve the agenda. The motion was seconded by Director Phelps and the motion passed unanimously.

#### **5. Approval of Minutes**

##### **5a. Regular Open Meeting on July 2, 2019**

Director Phelps made a motion to approve the minutes of July 2, 2019. The motion was seconded by Director Moldow and passed unanimously.

##### **5b. All Boards All Directors Special Meeting (2020 Budget) on July 8, 2019**

Director Milliman made a motion to approve the special meeting minutes of July 8, 2019. The motion was seconded by Director Matson and passed unanimously.

##### **5c. Special Open Meeting (2020 Budget)**

Director Milliman made a motion to approve the special meeting minutes of July 10, 2019. The motion was seconded by Director Soule and the motion passed unanimously.

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

President Perak thanked the Boards for working together for the common good of the Laguna Woods Village. She commented about the Shared Costs Task Force meeting held on July 17, 2019.

Directors Phelps and Soule gave an update from the Shared Costs Task Force. The next meeting will be held on Thursday, August 15, 2019.

#### **7. Disaster Preparation Awareness Report—Director Troutman**

Director Troutman gave an update from the Disaster Preparedness Task Force meeting in July. She commented on the importance of the Good Neighbor Captains in the event of an emergency. The next Good Neighbor Captain meeting will be held on October 16 at Clubhouse 7 from 1-3 p.m. The Disaster Preparedness Task Force meets on the last Tuesday of every other month.

#### **8. CEO Report**

CEO Parker gave a report on upcoming community events and updates on current projects:

- Budget Review Version 2 presentations will be televised this week. The Board accepted staff's recommendation for the GRF 2020 budget. The assessment will only increase by \$2.77.
- Shared Cost Sharing Task Force met on July 17, 2019, to start the dialog on shared costs. It is important to continue to look at ways to generate revenue to keep assessments down.
- Gates 10 & 14 opened two weeks early; gate 4 will open Monday, August 19.
- Electronic Vehicle Charging stations are being installed in the parking lot at the Community Center.
- New Village bus added to the fleet for 20 passengers.
- Use Dwelling Live to register visitors for gate access and guest passes.
- Bulky Items are picked-up monthly on the 3<sup>rd</sup> Saturday of each month. Residents can also call Resident Services in advance for Incidental bulky item pick-ups. Residents are limited to two in-home pick-ups per year.
- Landscape mulching will begin on August 10 8-2 pm Free mulch will be available to residents.

#### **9. Open Forum (Three Minutes per Speaker)**

Members spoke on the following topics:

- The benefits of the LWV Foundation. The LWV Foundation is not part of GRF; it is a separate non-profit organization for the benefit of the residents of the community.

- A Member commented about renting out the Performing Arts Center to outside individuals and groups.
- A Member commented about a stranger in her patio. He lives in the community with his parents without restrictions.
- A Member commented about inaccurate communication that causes rumors about the golf course.
- A Member commented about the drop-in lounge.
- A Member commented about the energy management system and the SCE demand charges.
- A Member commented about the operational budget and the trust.
- A Member commented about the need of handicapped toilets in the pool areas.
- A Member commented about charging guests to use the pool.

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

Several Directors responded to and provided input regarding member comments.

- Director Tibbetts responded about safety in the community.
- Director Gros responded about security department effort to keep non-residents out of the community.
- Director Palmer responded about the SCE demand charges.
- Director Moldow responded about the use of solar energy in the community and SCE demand charges.
- Director Milliman and Soule responded about outside groups that rent our facilities.
- Director Matson thanked Bill Walsh for his input.
- Director Soule responded about the television in the drop-in lounge.
- Director Phelps responded about the rumors about the golf courses.
- Director Phelps responded about the operational budget and the trust.
- Director Gros responded about the great job the Director of Security is doing to keep our community safe.
- Director Troutman responded about the accidents in the pools.
- Director English responded about the bank accounts.
- Director Perak responded about the services offered by Social Services.

Tim Moy, Director of Security, commented on safety in the community and reminded residents to keep their manors and property locked.

Jennifer Murphy, Sr. Recreation Supervisor, commented on the rental of the PAC.

#### **11. Consent Calendar**

- 11a. Ratify the Board's Decision to Approve Investment Management Services—SageView Advisory Group
- 11b. Consistent with its statutory obligations a subcommittee of the Board consisting of the Treasurer and at least one other board member reviewed and approved Golden Rain Foundation financials for the month of June 2019 and by this vote ratify that such review be confirmed in this month's Board Member Open Session Meeting minutes.

Director Phelps made a motion to approve the consent calendar. Director Gros seconded the motion and the motion passed unanimously.

## 12. Unfinished Business

- 12a. Entertain a Motion to Adopt a Resolution for a Collection Policy for Broadband Services

Director Milliman, Secretary of the Board, read changes to the following resolution:

### **RESOLUTION 90-19-33** **Collection Policy for Broadband Services**

**WHEREAS**, there has been presented to the Board a proposal whereby the Broadband Division of Village Management Services, Inc. ("VMS" or "Agent"), acting as managing agent on behalf of this Corporation, would automatically, when Members are delinquent in payment of their premium channel and or equipment rental charges, send notices (in compliance with FCC regulations) inclusive of a late fee and take action to suspend such Member's premium channel service; and

**WHEREAS**, it has further been proposed that such notices be sent as an administrative action and without separate Board review or approval as to each instance; and

**WHEREAS**, the Board of Directors of this Corporation has considered and discussed this procedure and has determined that it is in the best interests of this Corporation and its Members for its Agent to automatically send notices (which notices shall comply with all FCC regulations) inclusive of a \$10.00 late fee subsequent to each 30 days of delinquency, to suspend premium channel service to Members who have been delinquent for at least ~~ninety~~ sixty (90/60) days, without the need for any further Board approval.

**WHEREAS**, the Board of Directors of this Corporation has considered and discussed this procedure and has determined that it is in the best interests of

this Corporation and its Members for its Agent to charge Lessees an equipment rental deposit prior to issuance of equipment an amount consistent with the then current fee schedule.

**NOW, THEREFORE BE IT RESOLVED**, August 6, 2019, that the Agent, acting through its Broadband Division, effectuate a policy whereby for any Members ~~who are at least sixty to ninety~~ (60-90) days delinquent in payment of their premium channel charges, that notices sent out in compliance with FCC regulations would suspend premium channel service until such time as the Members have paid any outstanding delinquent amounts; and

**RESOLVED FURTHER**, that the Agent is hereby authorized and directed to take all such action, assess all such late fees and send all such notices as they deem necessary or advisable for the purpose of effectuating this Resolution; and

**RESOLVED FURTHER**, that any actions taken to date by the Agent pursuant to which they have previously delivered notices suspending premium channel service to Members who were delinquent in their premium channel charges, are hereby ratified and approved; 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.

28-day notification for Member review and comments to comply with §4360 has been satisfied.

Director Milliman made a motion to adopt a resolution for a collection policy for Broadband Services. Director Phelps seconded the motion.

Discussion ensued among the Directors.

President Perak called for the vote and the motion passed unanimously.

**12b. Entertain a Motion to Approve Supplemental Funding for Tennis Center Building Renovation**

Director Milliman, Secretary of the Board, read the following resolution:

**RESOLUTION 90-19-34**  
**Supplement Funding for Tennis Center Building Renovation**

**WHEREAS**, the 2019 GRF Capital Plan appropriated funding in the amount of \$75,000 from the Facilities Fund to renovate the interior of the Tennis

Center Building;

**WHEREAS**, staff met with Tennis Club President and Tennis Club members to discuss a plan that included both building interior and exterior site landscape renovation options;

**WHEREAS**, subsequent to this meeting, Mr. Buckman provided staff with a conceptual sketch outlining the recommended site work which included extending the site concrete toward the North side of the building;

**WHEREAS**, on June 12, 2019, the GRF Maintenance & Construction Committee meeting, the Committee reviewed and voted to approve recommended the original and optional scope of work, as outlined in this report, for the Tennis Center Building Renovation project and approved supplemental funding of \$72,638 for a project total cost of \$147,638;

**WHEREAS**, the Tennis Center Building Renovation project has a \$75,000 allocation from the 2019 GRF Capital Plan. The current capital improvement allocation of \$75,000 will not sufficiently fund all proposed scopes of work for both the interior and exterior renovations and requires a supplemental appropriation of \$72,638, to fully fund the total project cost for this capital improvement project; and,

~~**WHEREAS**, at the July 23, 2019, GRF Community Activities Committee special meeting the Committee discussed the recommendation of the GRF Maintenance & Construction Committee and proposed \$10,000 supplemental appropriation instead of \$72,638 to complete the interior of the tennis center building for renovation.~~

**NOW THEREFORE BE IT RESOLVED**, on August 6, 2019, the Board of Directors of this Corporation hereby introduces approval of \$72,638 supplemental appropriation to complete the interior and exterior of the tennis center building for the renovation, for a project total cost of \$147,638;

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Golden Rain Foundation Corporation to carry out this Resolution

28-day notification for Member review and comments to comply with §4360 has been satisfied.

Director Soule made a motion to approve \$10,000 supplemental appropriation to complete the interior of the tennis center building for renovation. Director Gros seconded the motion.

Discussion ensued among the Directors.  
Director Milliman called for Point of Order.

Ernesto Munoz, Director of Maintenance & Construction spoke about the tennis renovations needed for the facility.

Director Phelps made an amendment to change the resolution words in paragraph 4 from "vote to approve" to "recommended," remove paragraph six and change paragraph seven to read "approval of \$72,638 supplemental appropriation to complete the interior and exterior of the tennis center building for the renovation, for a project total cost of \$147,638." Director Tibbetts seconded the motion.

Several Members spoke in favor of the amendment.

President Perak called for the vote of the amendment and the motion passed by a vote of 6-4-1 (Directors Troutman, Gros, Palmer, and Moldow opposed; Director English abstained).

President Perak called for the vote of the original motion as amended and the motion passed by vote of 7-4-0 (Directors English, Troutman, Moldow, and Palmer opposed).

### **13. New Business**

#### **13a. Entertain a Motion to Introduce a Resolution to Revise the GRF Recreation Department Policy on Clubs/Groups/Organizations**

Director Milliman, Secretary of the Board, read the following resolution:

#### **RESOLUTION 90-19-xx** **GRF Recreation Department Policy Revision:** **Clubs/Groups/Organizations**

**WHEREAS** at the July Community Activities Committee (CAC) meeting, Staff recommended to approve staff recommendation to amend the GRF Recreation Department Policy as it pertains to clubs/groups/organizations;

**WHEREAS** Laguna Woods Village has 286 registered clubs within the community which are afforded a variety of privileges upon approval of the Recreation Department: priority rollover reservations, flyer postings at clubhouses, free Village website use (club page, event calendar, Village news), and free Globe submissions, Village Television air time, message board and club storage (excluding Clubhouse 2);

**WHEREAS** Club bookings make up the majority of reservations each year with 9,200 dates reserved vs. 4,485 dates reserved by private parties in 2019;

**WHEREAS** room availability is limited for private party reservations; members are turned away when inquiring about availability for memorials, birthdays and anniversaries;

**WHEREAS** at the May CAC meeting an Ad-Hoc review committee was formed to review and provide recommendations to the CAC at the July meeting;

**WHEREAS** proposed amendments to the current policy are: limit club status to 250 clubs/groups/organizations; initiate annual clubs/groups/organizations fee (\$50) to maintain club status; apply rollover processing fee (calculated by dates) to annual billing; limit rollover dates to 104 per club/group/organization (additional reservations are available through the standard lottery process); club activities, programs and events geared towards minors are prohibited;

**WHEREAS** limiting club status and applying rollover restrictions will free up approximately 477 rental slots for private party use and additionally, implementing a processing fee will offset incurred administrative costs;

**WHEREAS** anticipated annual revenue generated from proposed fees is \$20,750; and,

**NOW THEREFORE BE IT RESOLVED**, August 6, 2019, that the Board of Directors of this Corporation hereby introduces approval of staff recommendation to amend the GRF Recreation Department Policy as it pertains to clubs/groups/organizations;

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

August 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 30-days from the postponement to comply with Civil Code §4360

Director Milliman made a motion to accept for discussion a resolution to revise the GRF Recreation Department Policy on Clubs/Groups/Organizations and postpone the final vote for 28-days pursuant to Civil Code §4360. Director Phelps seconded the motion.

Discussion ensued among the Directors.

President Perak called for the vote and the motion passed by a vote of 9-2-0 (Directors Milliman and Moldow opposed).

- 13b.** Entertain a Motion to Introduce a Resolution to Authorize CBD Product Sales in the Golf Pro Shop



Director Milliman, Secretary of the Board, read the following resolution:

**RESOLUTION 90-19-xx**  
**CBD Product Sales in Golf Pro Shop**

**WHEREAS** at the July Community Activities Committee (CAC) meeting, Staff recommended authorization of the resumption of the sale of non-THC CBD based products at the 27-Hole Golf Pro Shop;

**WHEREAS** in 2018 golf staff was approached by a CBD (Cannabidiol) sales representative from Medterra to sell CBD cream, tinctures, and capsules at the Golf Pro Shop;

**WHEREAS** Staff researched and discussed with health professionals about its safety and product viability and it was determined that it was a safe product to sell from a respected manufacturer;

**WHEREAS** the product was well received and generated more than \$4,000 in merchandise sales;

**WHEREAS** the product was removed in November 2018 due to misconceptions the product contained THC which is contributed to the high feeling of cannabis, however CBD is a natural pain reliever with no psychoactive ingredients ;

**WHEREAS** many residents are under a pain management program through a medical professional and are on medicines that are harmful and/or addictive and the CBD option can offer relief for certain pains and aches without the harmful side effects;

**WHEREAS** the sale of CBD products is estimated to increase retail sales by over \$10,000 per year; and,

**NOW THEREFORE BE IT RESOLVED**, August 6, 2019, that the Board of Directors of this Corporation hereby introduces authorization the resumption of the sale of lotion or cream only, no oral ingestibles, non-THC CBD based products at the 27-Hole Golf Pro Shop;

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

**August 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 30-days from the postponement to comply with Civil Code §4360

Director Milliman made a motion to accept for discussion a resolution to authorize CBD product sales in the Golf Pro Shop and postpone the final vote for 28-days pursuant to Civil Code §4360. Director Soule seconded the motion.

Discussion ensued among the Directors.

President Perak called for the vote and the motion passed unanimously.

**13c. Entertain a Motion to Approve the Donation of an Air Filtration System for Clubhouse 4 Ceramics Room**

Director Milliman, Secretary of the Board, read the following resolution:

**RESOLUTION 90-19-35**  
**Donation from Ceramic Slip-casting Club**  
**For Air Ventilation Unit**

**RESOLVED**, August 6, 2019, the Board of Directors of the Golden Rain Foundation hereby accepts the donation of \$2,528.50 from the Ceramic Slip-casting Club of Laguna Woods Village; and

**RESOLVED FURTHER**, the additional air ventilation unit will be added to enhance air quality and minimize dust in the Clubhouse 4 ceramics room as it is susceptible to dust due to mixing of glazes, storage of glaze material and dried out clay particles; and

**RESOLVED FURTHER**, the Golden Rain Foundation Board of Directors sincerely appreciates the generosity of the Ceramics Club of Laguna Woods Village, which reflects support of programs, services, and facilities that enrich the lives of older adults.

Director Milliman made a motion to approve the donation of an air filtration system for Clubhouse 4 Ceramics Room. Director Troutman seconded the motion.

Discussion ensued among the Directors.

President Perak called for the vote and the motion passed unanimously.

**13d. Entertain a Motion to Approve the Donation of Chairs for the Video Club**

Director Milliman, Secretary of the Board, read the following resolution:

**RESOLUTION 90-19-36**  
**Donation from Village Community Fund for**

### **Video Learning Facilities**

**RESOLVED**, August 6, 2019, the Board of Directors of the Golden Rain Foundation hereby accepts the donation up to of \$2,000 from the Village Community Fund, a Non Profit Public Benefit Corporation; and

**RESOLVED FURTHER**, the funds will be used to purchase office chairs, computer desks, equipment, and stacking chairs, to be located in the Clubhouse 2 Annex facilities used for video learning activities; and

**RESOLVED FURTHER**, the Golden Rain Foundation Board of Directors sincerely appreciates the generosity of all who contributed to the Village Community Fund fundraising campaign, which reflects support of programs, services, and facilities that enrich the lives of older adults.

Director Milliman made a motion to approve the donation of chairs for the Video Club. Director Soule seconded the motion.

Discussion ensued among the Directors.

John Parker presented a check to the Board from the The Village Community Fund a non-profit organization that was formed to help with the donation for the Community.

President Perak called for the vote and the motion passed unanimously.

**13e. Entertain a Motion to Award a Contract for the Gate 16 Golf Driving Range Design Consultant**

Director Phelps made a motion to award a contract to Community Works Design Group in the amount of \$94,127 to prepare construction documents and contractor bid packages for the Gate 16 Golf Driving Range Design Consultant. Director Milliman seconded the motion.

Discussion ensued among the Directors.

President Perak called for the vote and the motion passed unanimously.

### **14. Committee Reports**

**14a.** Report of the Business Planning Committee—Director Phelps. The Committee met on July 8, 2019.

**14b.** Report of the Finance Committee/Financial Reports – Director Phelps commented about the Budget 2020 meeting. She gave a presentation on the Treasurer's Report. The Committee met on June 19, 2019; next meeting August 21, 2019, at 1:30 p.m. in the Board Room.

- Shared Cost Task Force – Directors Phelps and Soule. The Task Force met on July 17, 2019; next meeting August 15, 2019, at 10:00 a.m. in the Board Room.
  - Investment Fund Task Force—next meeting September 5, 2019, at 2:00 p.m. in the Willow Room.
- 14c.** Report of the Community Activity Committee – Director Soule gave an update of upcoming events and new equipment scheduled for the clubhouses and pool areas. The Committee met on July 11, 2019, and July 23, 2019; next meeting September 12, 2019, at 1:30 p.m. in the Board Room.
- 14d.** Report of the Landscape Committee – Director Moldow commented the Committee will start meeting quarterly. The Committee is working with the various agencies to upgrade Aliso Creek area. The Committee did not meet in July 2019; next meeting August 14, 2019, at 1:30 p.m. in the Board Room.
- 14e.** Report of the Maintenance & Construction Committee – Director Matson gave an update about the gate renovation project and Clubhouse 4 maintenance. The Committee did not meet in July 2019; next meeting August 14, 2019, at 9:30 a.m. in the Board Room.
- Report of the Performing Arts Center (PAC) Renovation Ad Hoc Committee - Director Perak. The architects will be coming to the next meeting with their designs for the PAC building. Next meeting Thursday, August 15, 2019, at 2:00 p.m. in the Board Room.
  - Report of Village Energy Task Force – Director Matson commented that the new EV Charging Stations are being installed at the Community Center and should be completed the beginning of September. The Task Force met on July 3, 2019; next meeting August 19, 2019, at 10:00 a.m. in the Board Room.
- 14f.** Report of the Media & Communications Committee – Director Milliman gave an update on Broadband Services, the Centenarian Project, and website updates. The Committee met on July 15, 2019; next meeting August 19, 2019, at 1:30 p.m. in the Board Room.
- Thrive Report – Directors Milliman and Perak commented that the Centenarian Project was presented at the July 4 and Grandparents' Fun Day on August 3. The Task Force did not meet in July 2019; next meeting August 27, 2019.
- 14g.** Report of the Mobility & Vehicles Committee – Director Gros. The Committee did not meet in July 2019; next meeting August 7, 2019, at 1:30 p.m. in the Board Room.

- Laguna Canyon Foundation – Director Gros updated the Board on information on walks in the wilderness areas surrounding the Community.
- 14h.** Report of the Security & Community Access Committee – Director Tibbetts. The Committee did not meet in July 2019; next meeting August 26, 2019, at 1:30 p.m. in the Board Room.
- Report of the Traffic Hearings – Director Gros gave an update on the Traffic violations. The Traffic Hearings were held on July 17, 2019; next meeting August 21, 2019, 9:00 a.m. in the Board Room and 1:00 p.m. in the Sycamore Room.
  - Report of the Disaster Preparedness Task Force – Director Troutman. The Task Force met on July 30, 2019; next meeting September 24, 2019, 9:30 a.m. in the Board Room.
- 15. Future Agenda Items** - *All matters listed under Future Agenda Items are Resolutions on 30-day public review or items for a future Board Meeting. 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.*
- None
- 16. Directors' Comments**
- Director Soule reminded residents about the classes offered by Laguna Woods Foundations in conjunction with Saddleback Medical Center to help prevent falls.
  - Director Matson commented about the tennis renovations.
  - Director Troutman commented that the next Disaster Task Force will meet in September 24, 2019, at 9:30 a.m. in the Board Room.
  - Director English commented about the formation of the Task Force Committees according to the Bylaws.
  - President Perak thanked the Board for their participation.
- 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.*

The meeting was recessed at 1:27 p.m.

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

*During the July 2, 2019, Regular Executive Session, the Board:*

*Approved the Agenda*

*Approved the Minutes of:*

*(a) July 2, 2019– Regular Executive Session*

*Discussed and Consider Member Matters*

*Discussed Personnel Matters*

*Discussed and Considered Contractual Matters*

*Discussed and Considered Litigation Matters*

*Discussed Litigation Report Summary*

**18. Adjournment**

The meeting was adjourned at 5:10 p.m.

  
Joan Milliman, Secretary of the Board  
Golden Rain Foundation

# RESOLUTION ATTACHMENTS







**2020**

## **CUSTOMER INFORMATION**

Notification of Customer Rights  
Under the Cable Communications Policy Act of 1984

Television Equipment Compatibility Notice

Television Picture Quality Resolution Notification

Terms and Conditions of Service

Golden Rain Foundation  
Broadband Services  
24351 El Toro Road  
Laguna Woods, CA 92637

**(949) 837-2670**

Service Hours:  
Monday through Saturday  
8:00 AM to 5:00 PM



## NOTIFICATION OF CUSTOMER RIGHTS UNDER THE CABLE COMMUNICATIONS POLICY ACT OF 1984

Dear Cable and/or Internet Customer:

As a customer of Golden Rain Foundation Broadband Services ("GRF" or "we") subscribing to cable television services and/or other services provided over the cable system, you are entitled under the Cable Communications Policy Act of 1984 (the "Cable Act") to know the limitation imposed upon cable operators in the collection and disclosure of personally identifiable customer information, the type of personally identifiable information collected, how such information is used, under what conditions it is disclosed, the period during which it is maintained and the rights of customers concerning access to such information and its disclosure.

The law relates only to personally identifiable information. It also applies only to information that you have furnished to us, and certain information that is transmitted over our cable facilities. Some of our services may permit you to direct communications outside of our system and this law does not apply to these communications. For example, this law does not apply to anonymous aggregate customer information or information that you have directed to third parties over the facilities of on-line providers or over the Internet. Aggregate information is information the cable system collects or assembles which is devoid of all personally identifiable information relating to our customers (i.e., it is anonymous) such as data relating to the use of Internet access by groups or customers. GRF collects such information in order to provide and manage the quality of the services requested.

1. **Collection and Use** - To better provide you with reliable, high-caliber service, GRF keeps regular business records that may contain the following types of personally identifiable information: name, service address, billing address, home and/or other telephone number(s), service information, customer correspondence and communications records. We also maintain information concerning billing, payment, security deposits, maintenance and repairs, as well as other service-related information.

We collect, maintain and use this information, generally to conduct business activities related to providing you with cable television and other services, and to help us detect theft of service. Specifically, our detailed business records are used, and personal information contained in them disclosed, to help ensure you are being properly billed for the services you receive, to send you pertinent information regarding your cable services, to improve the quality of the services we provide to you, and for other service-related activities. More specifically, this information is used for financial, legal, tax and accounting purposes, to sell, install, maintain and disconnect services, to bill and collect charges for the services that you receive, to gauge customer satisfaction and improve programming and marketing plans, for customer mailings and to answer questions from you concerning your bill and services provided to you. We take all reasonable precautions to identify you or your authorized representative as the inquirer on your account and to otherwise prevent unauthorized access to your account information. We are prohibited from using the cable system to collect your personal information without your written consent for any other purposes.

2. **Disclosure** - GRF considers the personally identifiable information contained in our business records to be confidential and will not disclose it without your prior written or electronic consent except as provided in this notice. We may disclose this information, however, if the disclosure is necessary for rendering or conducting a legitimate business activity related to a cable service or other service GRF provides to you. For example, in

order to provide and manage our services, we may periodically disclose information to our employees, attorneys, outside auditors and accountants as required, program guide distributors, collection agencies, construction and installation contractors, customer and market research companies, software vendors, and affiliated providers of Internet access services or Internet content services.

GRF will not make personally identifiable information about your video programming service records available to government entities unless we are required to do so by court order. Under subsection (b) of Section 631 of the Cable Act, before the court will order us to disclose personally identifiable information about your video programming service records, the government entity seeking the information must offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. If a government entity is seeking personally identifiable information about you under these circumstances, the court must afford you the opportunity to appear and contest the government entity's claim prior to issuing an order to GRF to produce the records.

Under the recently enacted USA PATRIOT Act, GRF may be required to make certain personally identifiable information about its high speed Internet and video customers (excluding video programming service records as discussed above and the contents of your Internet communications) available to government entities upon receipt of a valid subpoena and you are not entitled to receive advance notice of the disclosure. Disclosure of the contents of your Internet communications through installation or use of a pen register or a trap and trace device can only occur upon issuance by a court or an order pursuant to 18 U.S.C. §§ 3121, 3123.

In addition, under the USA PATRIOT Act, GRF may disclose voluntarily and without prior notice to the subscriber Internet information, including the contents of subscriber communications, to law enforcement if GRF reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information immediately.

3. **Retention** - GRF maintains the information in our regular business records as long as you are a customer and for a period of time thereafter if necessary for our business or legal purposes. Unless there is a legitimate request or order to inspect the information outstanding, we will destroy the information once it is no longer necessary for our legal or business purposes.
4. **Subscriber Rights** - GRF will make available for your examination any personally identifiable information about you collected and maintained in our business records within a reasonable period of time. You shall be responsible for the cost of copying any documents you request. We will make this information available during normal business hours at the GRF office listed on the front cover of this notice or on your billing statement, and will give you an opportunity to correct any error in the information we maintain. Section 631 of the Cable Act gives you specific rights if these provisions are violated. If you believe that a violation of these provisions of the Cable Act has caused you harm, you may bring a civil action for damages in a United States District Court.

## **TELEVISION EQUIPMENT COMPATIBILITY NOTICE**

**Q: Do I need a cable converter and where can I get one?**

**A:** If you have a High Definition TV you may not need a converter; however some models of TVs— especially older TV sets that are not “cable ready” - may not be able to receive all of the channels offered by the cable system when connected directly to the cable system. If your TV is not able to receive all of the channels offered by the cable system when connected directly, you can obtain a set-top channel converter or other equipment from GRF to enable your TV to receive all cable channels. If you plan to purchase cable services that we scramble or encrypt, such as premium movies, digital services and/or pay-per-view, you should make sure that any set-top converter or navigation device you purchase from a retail outlet is capable of working with separate security cards that we must provide in order for your equipment to access such programming services. Upon request, we will provide you with the necessary information concerning the technical parameters that are needed for any set-top converter rented or acquired from retail outlets to operate with our cable system.

If you receive service through a set-top channel converter, you may not be able to use special features and/or functions on your TV. These may include features that allow you to: view a program on one channel while simultaneously recording a program on another channel; record two or more consecutive programs that appear on different channels; and, use advanced picture generation and display features such as “Picture-in-Picture” and channel review.

Certain TVs and or TiVo set top boxes you purchase may require the use of a CableCARD to pair to our services. For more information, you may contact us by calling Broadband Customer Service.

## **TELEVISION PICTURE QUALITY RESOLUTION NOTIFICATION**

**Q: What should I do if I have a poor quality picture on my TV?**

**A:** Upon experiencing problems with the quality of television signals that you receive, you should call the cable company at the telephone number listed on the front cover of this notice. A fully trained Customer Service Representative will attempt to resolve your problem over the telephone. If this cannot be done, an appointment will be established to have a skilled technician come to your home in order to resolve your reception problem. If, in your opinion, the service technician fails to correct the reception problem, you should call us again and we will review the actions taken. Should we continue to be unable to resolve the problem to your satisfaction, we will inform you of our determination, and the reasons we cannot solve the problem.

**Q: What if GRF cannot resolve my problem?**

**A:** GRF serves a franchised area. If you believe GRF has not properly resolved your issue, please contact the applicable franchise authority at: City of Laguna Woods, 24264 El Toro Rd., Laguna Woods, CA 92637; Phone: (949) 639-0500

## **TERMS AND CONDITIONS OF SERVICE**

Golden Rain Foundation (GRF), through its Broadband Services Division, shall provide services requested upon the following terms and conditions:

### **A. Obligations of GRF:**

1. Install in a workmanlike manner and in locations mutually acceptable to GRF and the Customer, equipment and materials necessary to furnish the services to the Customer.
2. Maintain and repair its equipment to minimize interruptions or degradation of services.
3. At the request of the Customer and upon payment of the appropriate fee, install, maintain, repair, and replace the internal wiring inside the Customer's premises. Otherwise, GRF shall have no responsibility for the maintenance of the internal wiring.

### **B. Obligations of the Customer:**

1. Pay all installation, service or other charges upon receipt of GRF's bill. Charges will be according to GRF rate schedule or tariff applicable at the time services are rendered. Some fees and charges are payable in advance. If Customer terminates services prior to the end of a prepaid period, GRF shall refund Customer the prorated unused portion of the fees and charges; provided, however, if such prorate unused portion is less than \$5.00, GRF shall make the refund only upon request of Customer.
2. Upon the Customer's failure to make timely payment on or before the bill's due date, GRF may terminate service, remove its equipment, and impose late fees. The late fees protect timely paying Customers who would otherwise be required to subsidize the additional costs caused by late-paying Customers. It is impossible for GRF to predict the precise costs that an individual Customer will cause GRF to incur because of such delinquencies; however, such costs may include the lost use of funds, collection efforts by collection agencies and personnel costs. Payment of a late fee constitutes an acknowledgement by the Customer that the fee is reasonable estimate of the average costs caused by late payers. A Customer may, of course, avoid any late fees by paying his or her bills before the specified date. The Customer also agrees that GRF shall have the right to charge interest on any uncollected account and agrees to pay all costs of collection including attorney's fees.
3. Provide GRF employees and representatives with a safe working environment.
4. Assume complete responsibility for improper use, damage, or loss of any converters, remote controls, DVRs, HDTV set-top boxes, modems or other equipment furnished by GRF.

5. Allow GRF reasonable access into the Customer's premise for the purpose of installing, demonstration, inspection, maintenance, repair, and removal of the equipment in the Customer's premise. If a Customer is not home at the time of the service call, the Customer authorizes any other resident or guest of the Customer at the residence to grant GRF access.
6. If the Customer is not the owner of the premises: (i) the Customer represents to GRF that all necessary permission and authority has been obtained from the owner to install GRF equipment at the premises including, without limitation, equipment that may be attached to the outside of the premises; and (ii) the Customer will indemnify GRF from any all claims of the owner of the premises in connection with the installation and provision of the services by GRF.
7. Comply with all present and future rules of service of GRF.

**C. Leakage:**

Pursuant of the rules of the Federal Communications Commission, GRF is responsible for any excessive signal leakage while providing service over the system. Should such excessive leakage originate from a Customer's internal wiring, GRF obligation shall be to make the required repairs to all wiring installed by GRF or its agents.

Leakage as a result of the Customers installed wiring or equipment will be the responsibility of the Customer to be repaired. GRF reserves the right to discontinue service until such leakage has been corrected.

**D. Equipment:**

GRF may lease to you certain equipment including, without limitation, converters, remote controls, set-top boxes, and DVRs for your use in connection with the Services. Internal Wiring shall not be considered equipment and shall become your property upon initiation of Service. All equipment leased to you by GRF or a GRF agent, is, and shall remain the sole property of GRF, and you agree that such leased equipment will not become a fixture of your or any premises. GRF shall have the unrestricted right, but not the obligation, to install, update, or upgrade the software in any equipment that GRF provides to you. GRF shall also have the unrestricted right, but not the obligation, and you hereby grant permission to GRF, to install, update, or upgrade the software in any non-GRF provided equipment that you are using to receive or use the Services. With respect to equipment leased to you by GRF or a GRF agent, you agree:

1. To use equipment only for the purpose of receiving Services ordered from GRF and for no other purpose.
2. To prevent any connections to the equipment which are not expressly authorized in writing by GRF.
3. To prevent tampering, altering or repair of the equipment by any person other than GRF's authorized personnel.
4. To assume complete responsibility for improper use, damage or loss of such equipment regardless of cause.

5. To promptly return the equipment to GRF in good condition and without any encumbrances, except ordinary wear and tear resulting from proper use, immediately upon discontinuance of service by GRF or you, or at GRF's request. The equipment is and shall remain the property of GRF at all times, even if you pay all or part of the Unreturned Equipment Charges described below. You may not sell, resell, or transfer the equipment to any third party at any time. If you do not promptly return the equipment to GRF in good condition immediately upon termination of this agreement or at GRF's request, without any encumbrances, or if the equipment is lost, stolen, substantially damaged, sold transferred, leased encumbered or assigned (collectively, "Unreturned Equipment"), the damages GRF will incur will be difficult to ascertain. Therefore, You agree to pay, and GRF may charge your account, a liquidated damages amount which may include a reasonable estimate of the replacement costs for such equipment and a reasonable estimate of any incidental costs that GRF incurs due to your failure to return equipment or if the equipment is substantially damaged or encumbered; provided, however, that such amount will not exceed the maximum amount permitted by law (the "Unreturned Equipment Charge"). Unreturned Equipment Charges for Converters are up to \$350 each. GRF will update Unreturned Equipment Charges from time-to-time. Unreturned Equipment charges are GRF's attempt to recoup certain costs that GRF incurs due to Unreturned Equipment. GRF's object is to recoup these costs without increasing rates and other charges to all GRF customers. This subsection 5 shall survive the termination or expiration of this Agreement.
6. Not to sell, advertise or offer to sell any GRF equipment or move it to another location. State laws may prohibit the sale of such equipment by Service subscribers and if you violate these laws, you may be subject to civil and/or criminal penalties. Unless GRF informs you otherwise, or unless it is required by law, other cable, internet or telecommunications providers may be unable to provide their services through GRF equipment.
7. YOU HAVE PERSONALLY INSPECTED THE EQUIPMENT TO BE INSTALLED IN YOUR HOME BY THE GRF REPRESENTATIVE AND AGREE THERE IS NO VISIBLE DAMAGE TO THE EQUIPMENT AND IT IS IN GOOD WORKING CONDITION.

**E. Limitation of Warranties and Liability:**

1. GRF makes no warranties, expressed or implied, as to the equipment furnished by Customer and assume no responsibility for its condition.
2. GRF shall not be liable for damages for failure to furnish or the degradation, or interruption of any services, for any lost data or content, identity theft, for any TV screen burn-in, pin misalignment, uneven TV screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Nor shall GRF be responsible for damages for failure to transmit or errors in the transmission of two-way interactive transactional data, regardless of cause.
3. GRF shall not be liable for damage to property or for injury to any person arising from the installation, maintenance, or removal of equipment, software, wiring or the provision of services. Nor shall GRF be liable for failure to provide service if the cause is due to the act of an unaffiliated third party.



The Customer hereby indemnifies and holds harmless GRF from any claims, actions, proceedings, damages, and liabilities, including attorney's fees, arising out of (I) such damage or injury resulting from any claim that your use of the service infringes on the patent, copyright, trademark or other intellectual property right of any third party, (II) any breach or alleged breach by you of this agreement; or injury to person or property resulting from your gross negligence.

4. Under no circumstances will GRF be liable for special or consequential damages. GRF maximum total liability to you arising under this agreement shall be limited to the amount actually paid by you for the prior month of service.

**F. Breach of Agreement:**

In the event a Customer fails to abide by the terms of this agreement or the rules of GRF, GRF shall have the right to terminate this agreement and enter the Customer's premise to remove its equipment. The failure of GRF to require Customer's strict performance of any term or condition of this agreement shall not be a waiver of GRF's right to require strict performance of any other term or condition herein.

**G. Entire Agreement:**

This agreement, any applicable tariffs and other agreements specifically referenced herein constitutes the entire agreement between GRF and the Customer for the services and equipment. The invalidity or unenforceability of any term of this agreement shall not affect the validity of enforceability of any other provision. No statement, representation or warranty made by any agent or representative of GRF regarding the service or equipment to be provided or the rates therefore shall be binding upon GRF unless expressly included herein.

**H. Theft of Service:**

Theft of cable and/or telecommunications service is a violation of Federal and California Law and is punishable by fines and/or imprisonment.

**I. Chargeable Service:**

Items requiring repair or replacement that are chargeable to the Customer:

Digital Installation (first device):	\$40.00
Digital Installation (each additional device):	\$20.00
Service Call:	\$30.00
TiVo Single Device Install:	\$50.00 (including CableCARD's)
TiVo Whole Home Installation:	\$100.00
New Outlet Installation:	\$50.00 and up
6 Ft HDMI Cable:	\$10.00
Component Cable:	\$10.00

Bills are due and payable upon presentation. Late payments will be subject to a finance charge of \$10.00 per month.

**J. Pay-TV Services:**

Set-top Box Rentals (includes over 295 digital channels):	
HD Set-top Box:	\$13.25 *
HD/DVR Set-top Box:	\$19.25 for the first box *
	\$13.25 for each additional HD/DVR box *
*HDTV's with HD compatible boxes receive additional HD channels	
Whole Home TiVo DVR Service *:	
6 Tuner TiVo Digital Set-top Box:	\$24.95 per month
TiVo Mini Box:	\$7.95 each
TiVo MoCA Bridge Adapter:	\$50.00 each
Polaris Remote:	\$12.00 each
TiVo Remote:	\$15.00 each
CableCARD's (2 way) (available for pickup):	\$95.00 each
CableCARD Programming Access Fee:	\$4.95 per month
HD Converter: (available for pickup)	\$7.95 per month
Cinemax (11 channels includes 5 HD Channels):	\$14.25 per month
HBO (15 channels includes 7 HD channels):	\$17.25 per month
Showtime (21 channels includes 9 HD channels):	\$14.25 per month
Starz/Encore (22 channels includes 9 HD channels):	\$14.25 per month
Adult Programming/Pay Per View:	\$9.00 per event
Adult Programming/Subscription:	\$15.00 per month
Foreign Language Channels/Subscription:	\$10.00 and up
Pay-TV services may be switched at a \$7.50 change over fee	

**K. Payment Method Options:**

Subscribers may pay their account via:

- Check made payable to: GRF Broadband Service
- Credit Card for one-time payment

Automatic Payment (Auto Pay) via:

- Credit Card with a valid email address for paperless billing
- ACH Payment from your checking account for paperless or no statement option.
- \*Automatic payment is required for TiVo DVR service subscribers.

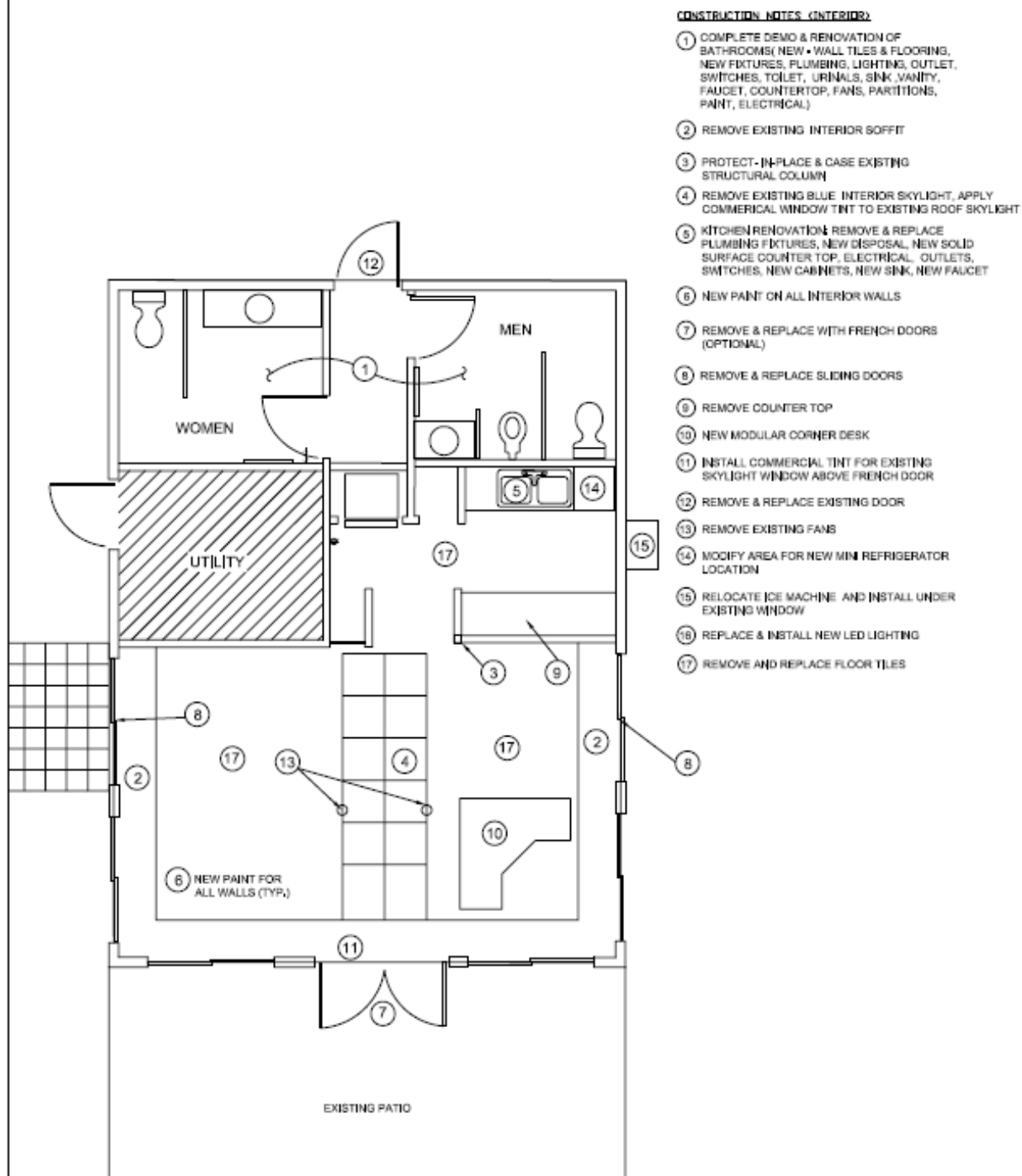
**L. High Speed Internet:**

West Coast Internet, an Internet Service Provider (ISP), delivers High Speed Internet service through the GRF cable system. To obtain the various levels of service, rates and to request High Speed Internet services, please call West Coast Internet at: (949) 487-3302.

You may provide and install your own cable modem and or router or contact West Coast Internet to complete the installation at a cost. The monthly service fee is applied each month by credit card only. For Billing questions, please call (949) 487-3033. Existing customers may call (949) 487-3307 for technical support.

Please contact West Coast Internet for system requirements and additional details. High Speed Internet service is for entertainment purposes only.

## Attachment 1: Conceptual Interior Floor Plan



LAGUNA WOODS VILLAGE - TENNIS BUILDING RENOVATIONS

SCALE: NTS

DRAWING NO.: G-1

DATE: 05-15-19





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## ATTACHMENT 1

### Golden Rain Foundation Recreation Department Policy

#### Clubs/Groups/Organizations

##### A. General

1. Residents requesting to form a club/group/organization must first submit a request form to Recreation Staff stating the purpose and/or objective of the proposed club/group/organization and the full names, signature, address and telephone number of 20 Residents requesting membership in the new club/group/organization.
2. Club status is limited to 250 clubs/groups/organizations; additional inquiries will be placed on a waitlist until space becomes available.
3. Compliance with GRF rules, policies and procedures, including the guest policy, must be a condition for membership in the club/group/organization.
4. The club/group/organization must be organized for educational, social, cultural, recreational or other nonprofit purposes. Activities geared towards minors are prohibited. All GRF policies supersede any written rules or governing documents of clubs/groups/organizations not directly in compliance with GRF policy.
5. The club/group/organization may not represent any business or commercial interest or activity and sales of products and/or services are strictly prohibited unless permitted by Recreation as a fundraiser.
6. Caterers, entertainers, speakers and instructors are permitted as service providers to the group, and they may provide business cards and contact information. No monetary transactions may take place within GRF's facilities with three exceptions:
  - a. Entertainers, speakers and instructors are allowed to sell the printed and/or recorded materials of their own creation during the event (for example, authors may sell their own books and entertainers may sell their audio/video recordings).
  - b. An entrance fee may be charged to cover the costs associated with an event.
  - c. Fundraising activities (see Page 8, Fundraiser).
7. The club/group/organization must be substantially supported by revenue from its members and from up to two Recreation Department-authorized fundraisers per calendar year (see Page 8, Fundraiser).
8. The club/group/organization must have a minimum of two executive club officers.
  - a. Which do not occupy the same residence.

9. Executive club officers must be a Resident of Laguna Woods Village.
  - a. One officer must be a Resident owner/shareholder.
10. The club/group/organization must have a minimum membership of 90 percent Laguna Woods Village Residents.
  - a. Nonresidents may participate as “guests” and must be accompanied by a Resident.
  - b. Nonresident members may not invite their own “guests.”
11. An annual fee (refer to the GRF fee list), current membership roster and updated contact information must be submitted to the Recreation Department annually by March 31 to maintain club status.
12. All forms of club/group/organization publicity or advertising, unless more restrictively stated, must say “For Laguna Woods Village Residents and their guests only.” Online publicity is permissible if the publicity is clear that the event is for Laguna Woods Village Residents and their guests only. Outside businesses, entertainers, caterers or speakers may not advertise Laguna Woods Village events.
13. Although GRF recognized clubs/groups/organizations are afforded promotional privileges by GRF, such organizations are entirely independent and therefore GRF assumes no liability for their acts.
14. The Recreation Department reserves the right to obtain financial information from any Laguna Woods Village club.

Deleted:

#### **B. Fundraisers**

1. Up to two GRF authorized fundraisers, per calendar year, are permitted for a club/group/organization.
2. Must be a GRF recognized club/group/organization hosting the event.
3. If fundraiser is for an outside organization the organization must be an IRS-recognized nonprofit organization such as 501(c) (3) qualified charitable nonprofit organization. A taxpayer ID number and letter of acknowledgement from the nonprofit organization is required.
4. Club/group/organization may sell products, hold silent auctions, fashion shows or events as approved by the Recreation Department.
5. Club/group/organization must complete a fundraiser agreement form 30 days prior to date of fundraiser event.

#### **C. Room reservations**

1. For general procedures, see Page 10, Room Reservations Recreation Department Policy.
2. Only executive club officers of a club/group/organization may check availability or make/change/cancel reservations on behalf of the club/group/organization.
3. A Laguna Woods Village club/group/organization may submit a request for a rollover reservation subject to:



- a. The rollover must have a minimum of four identical reservations during the calendar year; all dates in the series must be for the same day of the month/week (such as first Tuesday, every Tuesday, etc.), at the same time and duration, and in the same room; no modifications (date, time, duration, location, etc.) are permitted.

b. No more than 104 rollover dates per club/group/organization.

c. A rollover processing fee will be applied to annual billing; in accordance with the GRF Fee list.

- d. Cancellations are permitted but requestor must retain at least four reservations (if less than four, permanent reservation status will be forfeited for the next year).
- e. Any new rollover reservation request or change to an existing rollover reservation for the following year must be received by March 15.
- f. Rollover reservations are mailed out for review on August 1 and payment/signed rental agreement are due by September 15.
- g. No refunds, credits or transfers of fees will be honored after a payment and signed rental agreement is received by the Recreation Department.
- h. Requestor may not have more than one Saturday night per month in a main lounge; no more than two Saturday nights may be held down as rollover reservations in any main lounge.
- i. Rollover reservations are not permitted in the Village Greens Facility.
- j. Lottery requests for religious holiday events take priority over club/group/organization rollovers and lottery requests.

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## 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: Janet Troiano Date: 7/5/2019

Print Individual, Club or Organization Name: Ceramics and Sculptures

Manor: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: janetttroiano@yahoo.com

**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.

The Ceramic and Sculptures Club would like to donate a air filter unit to GRF specifically  
for the Ceramics room at Clubhouse 4. Attached find the description, model number and  
cost of the unit.

We request that GRF maintains the unit on a regular basis to provide cleaner air and less  
dust in the Ceramics room.

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 92637

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BAILEY POTTERY EQUIPMENT CORP.  
AND  
CERAMIC SUPPLY



Po Box 1577  
62-68 Tenbroeck Ave  
Kingston, NY 12402  
(845) 339-3721

Quote

Order Number: 0421923

Order Date: 4/9/2019

Salesperson: RM

Customer Number: 00-0016877

Sold To: Ship To:

Annie Zipkin  
23501 Via Mariposa  
Laguna Woods, CA 92637 USA

Annie Zipkin  
23501 Via Mariposa  
Laguna Woods, CA 92637 USA

Confirm To: (504) 250-5839  
anniezipkin@aol.com

Customer P.O. Ship VIA F.O.B. Terms

Origin

PPD

Item Number	Unit	Ordered	Back Order	Retail Price	Discounted Price	Amount	Drop Ship
-------------	------	---------	------------	--------------	------------------	--------	-----------

ALL PACKING MATERIALS UNTIL YOUR CLAIM IS SETTLED.  
THE TRUCK DRIVER DOES NOT ASSIST IN ANY WAY WITH  
UNLOADING AND PLACEMENT OF THE FREIGHT.  
RECIPIENT IS SOLELY RESPONSIBLE FOR OFF-LOADING,  
PLACEMENT, UNCRATING & INSTALLATION.  
RECIPIENT IS RESPONSIBLE FOR COORDINATING THE  
RECEIPT DATE WITH THE FREIGHT CARRIER.  
BAILEY POTTERY EQUIPMENT IS NOT RESPONSIBLE FOR  
FREIGHT CARRIERS WHO DO NOT ARRIVE AS PROMISED.

I ACCEPT RESPONSIBILITY FOR FOLLOWING THE  
RECEIVING INSTRUCTIONS OUTLINED ABOVE.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

CHECK  
Deposit Authorization or  
Check #

Net Order:	2,528.50
Less Discount:	0.00
Freight:	580.00
Sales Tax:	225.37
<b>Order Total</b>	<b>3,333.87</b>

BAILEY POTTERY EQUIPMENT CORP.  
AND  
CERAMIC SUPPLY



Po Box 1577  
62-68 Tenbroeck Ave  
Kingston, NY 12402  
(845) 339-3721

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Confirm To: (504) 250-5839  
anniezipkin@aol.com

Customer P.O.		Ship VIA		F.O.B.		Terms	
Origin				PPD			
Item Number	Unit	Ordered	Back Order	Retail Price	Discounted Price	Amount	Drop Ship

@@@@@ THANK YOU FOR YOUR ORDER @@@@

C-136-9	EACH	1.000	0.000	2,327.00	2,001.00	2,001.00	N
MODEL 1800 HEPA AIR CLEANER							
C-136-5	EACH	1.000	0.000	28.50	24.50	24.50	N
1800 REPLACEMENT PREFILTER							
C-136-11	EACH	1.000	0.000	112.00	112.00	112.00	N
REPLACEMENT BAG FILTER M-25H							
C-136-14	EACH	1.000	0.000	394.00	335.00	335.00	N
REPL. HEPA MAIN FILTER M-25H							
C-136-22	EACH	1.000	0.000	56.00	56.00	56.00	N
REMOTE CONTROL - AIR CLEANERS							

NO CLAIMS OF ANY KIND WILL BE RECOGNIZED UNLESS MADE WITHIN 10 DAYS AFTER  
RECEIPT OF GOODS.  
RETURNED MERCHANDISE WILL NOT BE ACCEPTED WITHOUT PRIOR WRITTEN  
AUTHORIZATION.

*LIFT GATE NEEDED	EACH	0.000	0.000	0.00	0.00	0.00	N
*DELIVERY HOURS M-F 9-5	EACH	0.000	0.000	0.00	0.00	0.00	N

\*PLEASE READ THE FOLLOWING IMPORTANT  
RECEIVING INFORMATION AND SIGN BELOW:  
ALL DAMAGES MUST BE NOTED ON CARRIERS' RECEIVING  
SLIP & INITIALED BY THE DRIVER BEFORE HE LEAVES.  
CLAIMS WILL NOT BE HONORED BY THE FREIGHT CARRIER  
OR BAILEY POTTERY UNLESS PROPER NOTATION IS MADE.  
NOTIFY BOTH THE FREIGHT TERMINAL & BAILEY POTTERY  
IMMEDIATELY IF THERE IS ANY DAMAGE TO YOUR  
SHIPMENT. TAKE PICTURES OF THE DAMAGE & RETAIN

Continued

## Attachment 1 – Fundraising Campaign Flyer



Video Club 30<sup>th</sup> Anniversary  
FUND RAISING CAMPAIGN  
with Village Community Fund  
*Donations Are Tax-Deductible*

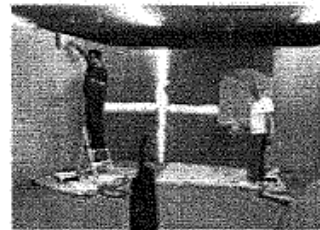
## CAMPAIGN ENDS JULY 31, 2019

Raised as of 7/17/19: \$1305  
(65.25% of our \$2000 goal)

### THE BACKGROUND?

At our 30<sup>th</sup> Anniversary Open House on January 17, 2019, we unveiled a major improvement to the Video Studio – a new Control Room/Classroom, paid for by VMS renovation funds and equipped through the Video Club's 2019 equipment funding from GRF.

This summer, we made more major Studio improvements, renovating both the general-purpose set and the green-screen set, using Video Club funds and lots of volunteer labor. (Volunteer Work Days to clean and organize the Studio are planned for July 22 and August 6.)



### WHAT REMAINS TO BE DONE?

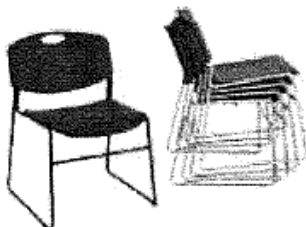


#### WE ALREADY HAVE THE MONEY TO BUY...

4 Office Chairs @ \$93.99 ea.  
(free shipping) + est. \$30.00 tax      \$405.96



3 Computer Desks @ \$121.10 ea.  
(free delivery) + est. \$9.00 tax      \$390.30



#### WE ALSO NEED...

18 Plastic Stacking Chairs @ \$65 ea.  
(incl. est. tax & shipping)      \$1170.00

*Stacking chairs are needed for meetings, classes, and seating live audiences.  
So far, we have raised enough money to buy only 7 or 8 stacking chairs.*

Help us reach our goal. **DONATE BEFORE THE CAMPAIGN ENDS!**

*Donations made through the Village Community Fund are tax-deductible.*

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## ATTACHMENT 1 – CONCEPTUAL DRAWING



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## **ATTACHMENT 2 – SCOPE OF WORK**

### **Proposed Scope of Improvements**

The following information is an anticipated scope of construction improvements that will be addressed in the project:

1. Rebuild the entire practice range landing area as shown on the attached plan. The work will include regrading for aesthetics, drainage and golf ball containment. Work will include approximately seven (7) new target greens, sand bunkers for the target greens, a practice chipping green area and sand bunker, protective fencing, replacement fencing, new trees, demolished trees, new irrigation and new drainage.
2. The attached plan "Laguna Woods Village Golf Course/Practice Range Area: Alternative C" illustrates a general concept for the proposed improvements.

### **Scope of Services**

Provide Services for all phases of the work. Service will include preliminary design, construction documents, specifications, bidding, & construction observation and approval. Sub-consultant's that might be required for related work including Civil Engineering, Irrigation, Base Topographic Mapping, Landscape Architecture, and any others, are to be included.

1. Base Topographic Mapping - Provide the necessary ground control and fly new aerial photography suitable to produce 1"=40' scale topographic mapping with 1' contours. All golf course features (greens, tees, sand bunkers, cart paths, trees, fairway limits, protective netting, etc.) and clubhouse limits (clubhouse, parking lot, entry drive, and maintenance yard) shall be clearly identified on different layers in AutoCAD. The mapping limits will extend 50' beyond the limit of base photograph shown on the attached plan. Final products will be a color digital orthophoto at .25' GSD and digital data suitable for AutoCAD.
2. Preliminary Design – This phase will include the preliminary design development of all plans and specifications for the improvements. Develop and submit an accurate cost estimate and construction schedule for the project based on the preliminary design for review and approval. Identify, manage and carry out all governing agency submittals for any approvals and permits that might be required for the project.
3. Construction Documents – This phase will include the development of all final plans and specifications required for an accurate bidding and construction of the work based on the approved preliminary plans and construction cost estimate.
  - a. Utility Research – Civil engineer will contact the local utility agencies to obtain copies of the existing and proposed utility plans and atlas information for the entire course. This will include all public utilities of record within the area.
  - b. Grading Plan - Prepare a Demolition Plan, Grading Plan, and NPDES permitting for the limits of work identified on the attached exhibit. Plans will be prepared in conformance with the City of Laguna Woods requirements.
  - c. Erosion Control Plan – Prepare an Erosion Control Plan to provide measures to mitigate sediment and erosion.
  - d. Drainage Design - Prepare a Drainage Plan based on an evaluation of the existing and proposed drainage based for the improvements.
  - e. Irrigation Design

- i. Prepare a GPS as-built of the existing irrigation (heads, mainline laterals, lateral isolation valves, controllers, laterals, etc.) of the Practice Range Area.
    - ii. Site visit to determine water and power availability locations
    - iii. Prepare Construction Documents, Details and Specifications.
  - f. SWPPP Preparation- The following represents those scope items required to complete and file a Construction General Permit on the California State Water Resources Control Board website (SMARTS)>
    - i. SWPPP Preparation – Prepare a SWPPP for submittal to the State Water Resource Control Board. The document will include selection of Best Management Practices (BMO's) appropriate for the golf course renovation.
    - ii. Notice of Intent (NOI) Filing – Assist the Owner with the registration and filing process on the State Water Resource Control Board (SMARTS website).
    - iii. Notice of Termination (NOT) Filing – At project completion, assist the Owner with the preparation of a NOT for the project. Upload the completed NOT to the SMARTS website.
  - g. Meetings –
    - i. Civil Engineer – Five (5) meetings will be required for coordination with the Owner and Project Team.
    - ii. Golf Course Designer– Five (5) meetings will be required for coordination with the Owner and Project Team.
    - iii. Irrigation Designer– Two (2) meetings will be required for coordination with the Owner and Project Team.
  - h. Cost Estimate – Prepare a comprehensive cost estimate of the proposed improvements for the construction of the practice range. The estimate shall include all portions of the project.
- 4. Contractor Selection Process – Provide an approved list of suitable bidders for the full scope of work.
  - a. Provide plans, bid quantities/sheets, specifications, details and other items for a competitive bid process.
  - b. Attend one (1) pre-bid meeting with the golf course contractors.
  - c. Respond to contractor request for information (RFI).
  - d. Assist the Owner in evaluating the bids and selecting the golf course contractor.
- 5. Construction Observation – Preview all areas of work on a timely basis with the contractor and Owner's representative and review and approve completed work.
  - a. Golf Course Designer – Assume eight (8) site visits to review grading and drainage.
  - b. Irrigation Designer –
    - i. Review Contractor submittals for adherence to specifications.
    - ii. Provide onsite staking of sprinkler locations in advance of installation.
    - iii. Provide Contractor with as-staked plan incorporating any field modifications required.
    - iv. Make a minimum of two (2) site visits during construction to inspect materials and provide construction observation and report on Contractor progress.

6. Post Construction

- a. Map the completed project using GPS equipment including:
  - i. Features (Greens, Tees, Bunkers, Hardscape, Buildings), Turf Limits
  - ii. Irrigation equipment installed (Sprinklers, Valves, Controls)
- b. Prepare a Record Drawing of the complete project incorporating the GPS data with the Contractors field notes. Deliverables to include 100-scale prints of Mechanical, Electrical, and Communications Plans plus a set of 8-1/2" x 11" prints of each controller zone. All prints to be delivered electronically in pdf format.
- c. Update Irrigation Program including the following:
  - i. Enter complete data for all new sprinklers including model, nozzle, pressure and arc.
  - ii. Assign sprinklers to programs at the direction of the Golf Course Superintendent
  - iii. Modify program Hydraulic Tree as needed and assign sprinklers to the correct branches. Each lateral valve shall be a separate branch
  - iv. Test program to ensure that it operates correctly.

**Submittal Requirements**

1. Provide a list of sub-consultants that are to be used.
2. Provide a list of at least five (5) golf course design projects related for capital improvements (improvements/renovations) over the past three (3) years.
3. List members of staff and their experience that will be used on this project.
4. List a timeline to complete design and submittal package for construction bid.

**Fee Schedule**

Please breakdown your fee proposal as follows: (Fee should include all required sub-consultant fees).

1. Base Topographic Mapping
2. Preliminary Design
3. Construction Documents
4. Contractor Selection Process
5. Construction Observation.
6. Post Construction
7. Anticipated Reimbursable Costs
8. Anticipated Plan Check/Permit & Regional Approval
9. Fees/Rates/Costs for Additionally requested services, site visits or meetings.

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