

#### **OPEN MEETING**

#### SPECIAL MEETING OF THE GOLDEN RAIN FOUNDATION COMMUNITY ACITIVITES COMMITTEE

#### Tuesday, July 23, 2019 – 1:30 p.m. Laguna Woods Village Community Center Board Room 24351 El Toro Road

# AGENDA

- 1. Call to Order
- 2. Acknowledgment of Media
- 3. Approval of the Agenda
- 4. Chair Remarks
- 5. Member Comments (Items Not on the Agenda)

#### Reports:

6. Tennis Center Building Renovation

Items for Discussion and Consideration:

7. Amend Facility Use Policy (Civil Code Section 4515)

Concluding Business:

- 8. Committee Member Comments
- 9. Date of Next Meeting September 12, 2019 at 1:30 p.m.

10. Adjournment

Annette Sabol Soule, Chair Brian Gruner, Staff Officer Telephone: 597-4270

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#### STAFF REPORT

DATE:June 19, 2018FOR:Board of DirectorsSUBJECT:Tennis Center Building Renovation

#### RECOMMENDATION

Approve a supplemental appropriation of \$72,638 for the renovation of the Tennis Center Building with a total project cost of \$147,638 and direct staff to advertise a request for contractor bids as outlined in this report.

#### BACKGROUND

As part of the 2019 GRF Capital Plan, the GRF Board appropriated \$75,000 to renovate the interior of the Tennis Center Building.

Staff met with Tennis Club President, Suzanne Frank and tennis club member Ned Buckman to discuss a plan that includes both building interior (Attachment 1) and site landscape renovation options. 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 (Attachment 2).

At the May 10, 2019, GRF Maintenance & Construction Committee meeting, staff was directed to bring back estimated costs for the interior and exterior scope of work provided by the Club President and Mr. Buckman.

At the June 12, 2019, GRF Maintenance & Construction Committee meeting, the Committee reviewed and voted to approve 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.

#### DISCUSSION

The following scopes of work were compiled by staff, resulting from meetings held with the Tennis Club president and Mr. Buckman.

#### Tennis Interior Renovation:

Staff coordinated with the Club President to identify the scope of work for the Tennis Center Building interior renovation:

	TENNIS CENTER BUILDING INTERIOR RENOVATIONS			
	General Recreation Area			
1	Removal of existing interior blue ceiling panels, interior soffit, related electrical & heating units.			

#### Golden Rain Foundation of Laguna Woods Tennis Center Building Renovation Costs June 19, 2019

2	New tint for existing rooftop skylights.			
3	New sliding door replacement (2) at two existing sliding doors.			
4	New receptionist desk.			
5	New paint on all interior walls.			
6	Remove and install new flooring tiles.			
7	New LED Lighting			
Kitchen Renovation				
6	Demolition and removal of existing cabinets & tabletops.			
7	New cabinets & solid surface countertops.			
8	New electrical, outlets, LED Lighting & switches.			
9	New plumbing, fixtures, faucets, garbage disposal, sink.			
10	New paint on all interior walls.			
11	Remove and install new flooring tiles.			
Full Restroom Renovation				
11	Demolition & removal of existing facilities, flooring, tiles, partitions, sink, urinals, toilets, and countertop.			
12	New wall tiles & flooring.			
13	New LED lighting & outlets.			
14	New fixtures, faucets, sink, related plumbing, partitions, toilets, urinals, countertops.			

# **Optional Items:**

The following additional scope of work was not included in the initial 2019 Capital Plan budget.

#### Tennis Exterior Landscape Renovation:

Tennis Club member Ned Buckman provided staff with a set of drawings & scope for landscape work around the Tennis Center Building.

TENNIS CENTER BUILDING EXTERIOR LANDSCAPE				
1	Extend seating area/slab toward courts 6 & 7. New 4" concrete slab for extended seating area.			
2	Installation of new retaining wall & seat wall.			
3	New cable fencing above retaining wall.			
4	Removal of existing cobble stone & replacement with a concrete slab along the walkways.			

#### HVAC System:

It was requested that an HVAC system, if possible, be installed.

	Н	IVAC SYSTEM
1	New HVAC system for the Tennis Building.	

The estimated preliminary cost for the proposed renovations is as follows:

DESCRIPTIONS	AMOUNT		
Tennis Center Building - Interior Renovations	\$76,705.00		
10% Contingency	\$7,670.50		
Total:	\$84,375.50		
OPTIONAL ITEMS			
Tennis Center Building - Exterior Renovations	\$39,905.00		
10% Contingency	\$3,990.50		
Total:	\$43,895.50		
OPTIONAL ITEMS			
HVAC System	\$17,608.00		
10% Contingency	\$1,760.80		
Total:	\$19,368.80		

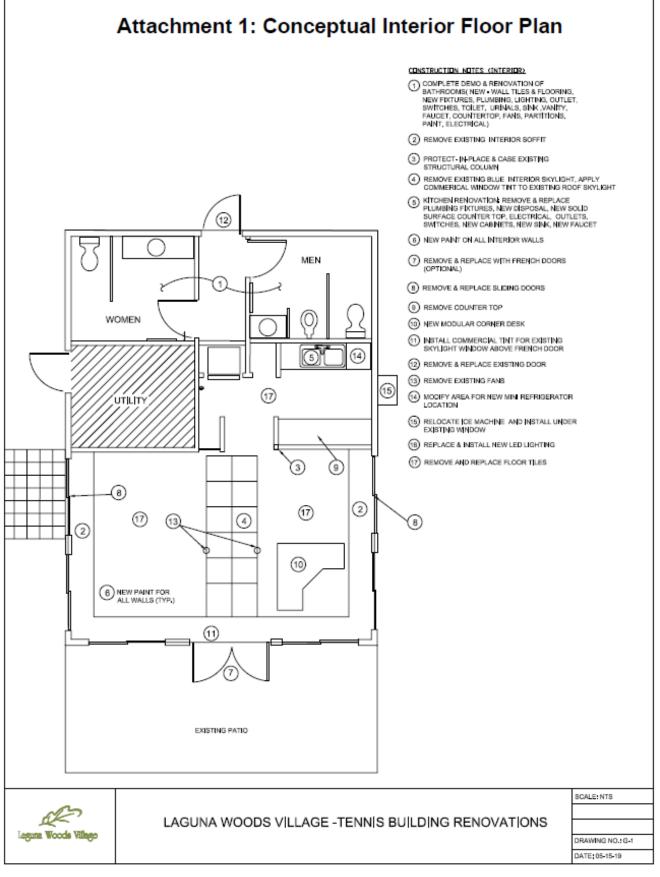
#### **FINANCIAL ANALYSIS**

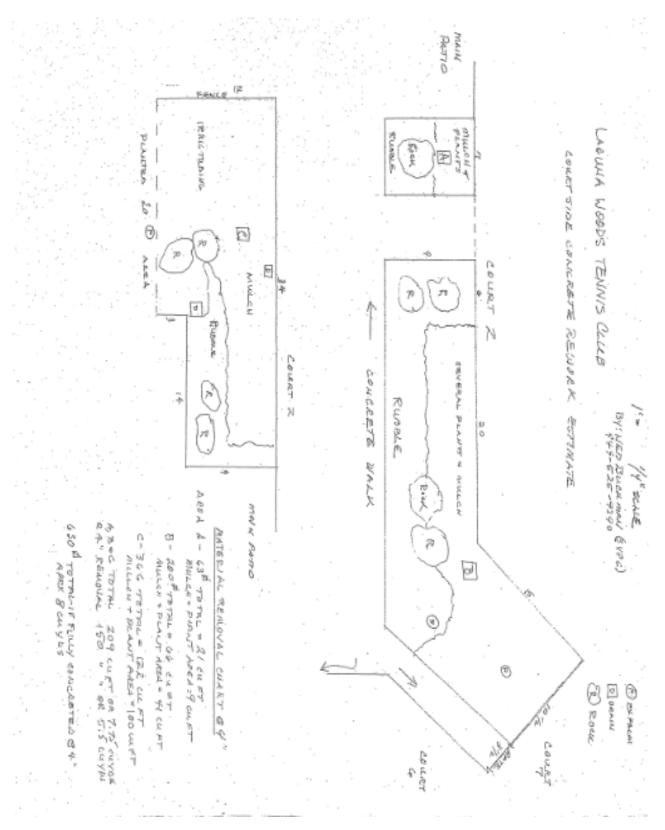
The Tennis Center Building Renovation project has a \$75,000 allocation from the 2019 GRF Capital Plan. The current capital improvement allocation of \$75,000 will not sufficiently fund all proposed scopes of work for both the interior and exterior renovations and requires a supplemental appropriation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

- **Prepared By:** David Pham, Assistant Project Manager
- **Reviewed By:** Guy West, Projects Division Manager Ernesto Munoz, P.E., Maintenance and Construction Director

#### Attachments:

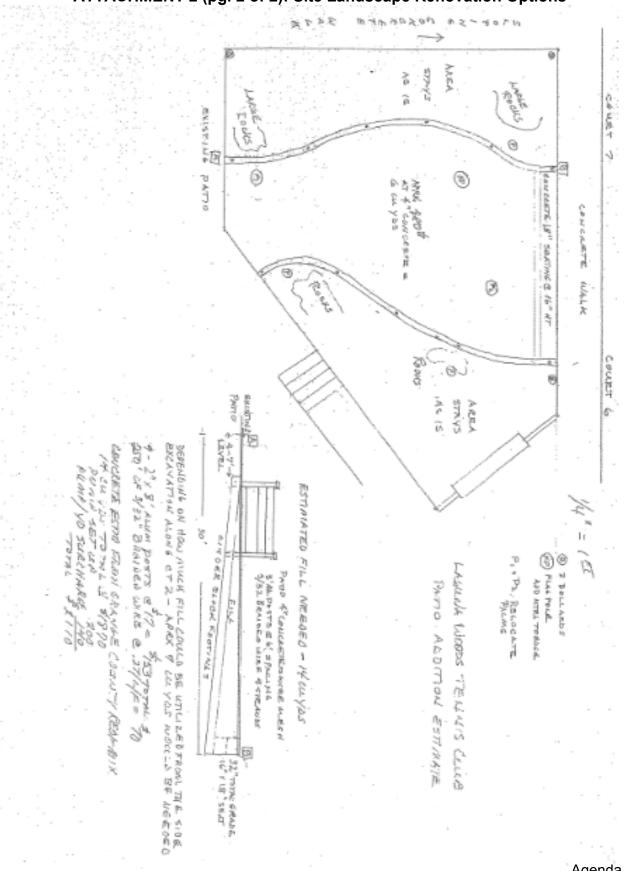
Attachment 1: Conceptual Interior Floor Plan Attachment 2: Site Landscape Renovation Options





ATTACHMENT 2 (pg. 1 of 2): Site Landscape Renovation Options

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#### **RESOLUTION 90-19-XX**

#### 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 member to discuss a plan that included both building interior and exterior site landscape renovation options;

**WHEREAS,** 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 to fully fund the increased scopes of work for this capital improvement project; and

**WHEREAS,** on June 12, 2019, the M&C Committee reviewed and recommended the approval and funding of the original and expanded scope of work to the Golden Rain Foundation Board;

**NOW THEREFORE BE IT RESOLVED**, on July 2, 2019, the Board of Directors of this Corporation hereby authorizes a supplemental appropriation of \$72,640 for the renovation of the tennis building at a total project cost of \$147,640; and

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

# FACILITY USE POLICY/RESOLUTION (Civil Code Section 4515)

In order that residents of the Golden Rain Foundation of Laguna Woods ("GRF") have the ability to exercise their rights under the law to peacefully assemble and freely communicate with respect to living in Laguna Woods ("Association"), or for social, political, or educational purposes, the following policy is adopted:

- A resident shall not be required to pay a fee, make a deposit, obtain liability insurance, or pay the premium or deductible on the Association's insurance policy, in order to use GRF Facilities ("Facilities") for the purposes detailed in California Civil Code Section 4515(b)(1)-(2).
- Use of Facilities under Civil Code Section 4515 requires completion of a Facility Liability Waiver and Facility Use Request Form, submitted no more than three days in advance of the date of use of the Facilities.
- 3. The resident submitting the Facility Use Request Form must be present during the entire event.
- 4. A Gate Clearance Form must be completed and submitted at least 4 business days in advance of the event.
- 5. No entrance fee may be charged for any event.
- 6. Alcohol may not be served or consumed at any time during the event. If it is discovered alcohol is being consumed, the event is subject to being shut down.
- 7. Smoking is not allowed on Association property, including the Facilities, patios, breezeways or pool areas.
- 8. The Facilities may not be used for commercial purposes or financial gain.
- 9. The resident submitting the Facility Use Request Form is responsible for cleaning the Facilities thereafter. (Please see Clean Up Requirements.)
- 10. Occupancy limits may not exceed that set by the Orange County Fire Authority.
- 11. Use of Facilities is non-exclusive and does not include use of GRF furniture or equipment.
- 12. GRF Facilities will be available for those purposes set out in California Civil Code Section 4515(b)(1)-(2) from 8:00 a.m. to 8:00 p.m. daily, when not otherwise in use, specifically excluding:
  - a. Meetings of the Boards or committees of GRF, VMS or the Mutuals;
  - b. GRF, VMS or the Mutuals events, club events and programs, including times blocked out for staging and post-event tear down and clean-up;
  - c. Election polling days and the day before polling;
  - d. During regularly scheduled or emergency maintenance;
  - e. When Facilities have otherwise been reserved in advance.
- 13. Use of Facilities is for 2 hours, including setup and cleanup. At the end of the clean-up period, the Facility User is responsible for inspecting the premises with a staff member and signing off on the Facility Check Out Form.
- 14. The resident submitting the Facility Use Request Form is responsible for any damage to Association Property.

# FACILITY USE REQUEST FORM

# (Civil Code Section 4515)

Reservation forms can be faxed to (949) 268-2323, e-mailed to <u>Reservations@vmsinc.org</u> or mailed to Golden Rain Foundation, Attention: Reservations, 24351 El Toro Road, Laguna Woods, CA 92637

# **RESIDENT INFORMATION**

Name:

Address: Phone Number:

Property Owner: (Yes / No)

# **EVENT INFORMATION\***

Date Requested: Number of Guests:

Facility Requested:

**Event time:** (arrival time to departure time, including setup and take down) **Purpose of Event:** (e.g. association elections, legislation, election to public office, other matter of public interest)

\*If clean-up is not performed in accordance with the checklist, the responsible resident shall be responsible for costs of clean up.

# FACILITY USE LIABILITY WAIVER AND AGREEMENT

I, \_\_\_\_\_("Resident"), agree to the following:

Resident hereby waives, releases and discharges GRF ("Association") and VMS and their respective directors, officers, employees, attorneys and agents (collectively "GRF Releasees") for any damage to or loss of any property or injury to or death of any person or persons, resulting from or arising in connection with the use of the Association's Facilities by Resident and Resident's family and guests.

Resident agrees to indemnify, defend and hold GRF Releasees harmless from and against any and all claims, demands or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by GRF Releasees in connection with the use of Association's Facilities by Resident and Resident's family, guests, and invitees (included but not limited to reasonable attorneys' fees and court costs). Resident agrees to pay Association in full and promptly upon demand for any and all loss of and damage to Association's property caused by, or arising out of the use of Association's Facilities by Resident's family, guests or invitees.

If Resident is found not to have attended and supervised the event, or if facility furniture is not positioned in the exact locations in which it was when the facility was inspected by Resident, Resident and responsible owner may be subject to fine, costs to return facility furniture to original location, and reservations privileges suspended for one year. If damage is caused to the reserved facility or its appliances or furniture, the cost to repair the damage will be charged to Resident or responsible owner. Resident and responsible owner will be responsible to reimburse Association for any cost related to cleaning or to repair damage or to conduct facility restoration.

Reservations will not be accepted more than (1) days in advance of the event date, and unconfirmed reservations may be removed from the reservations calendar at the discretion of the Association.

Resident acknowledges that the Association is not granting Resident exclusive use of the recreation facilities (i.e., other residents may use the recreation facilities during the Resident's event). Resident agrees to exercise control over Resident's event and guests such that other residents using the facilities are not inconvenienced or disrupted.

Resident agrees that the recreation facilities will not be used for commercial or fundraising purposes without the prior written consent of the Association's Board of Directors. Resident agrees that the recreation facilities will be utilized for Resident's benefit, or for the benefit of a guest or invitee of Resident pursuant to Civil Code Section 4515(b)(1)-(2), as it may be amended, and that Resident will be present at all times during the event. Violation of this and/or any of the Rules and Regulations of GRF may result in fines and reservation privileges will be suspended for one year.

# FACILITY USE LIABILITY WAIVER AND AGREEMENT (CONTINUED)

If necessary, the Association reserves the right to hold a hearing and thereafter assess an Owner for damage to the common area or non-compliance of the Rules & Regulations. <u>Resident also agrees to pay all of Association's attorney fees in the event of a dispute over this</u> <u>Facility Use Agreement.</u>

Excessive noise may result in the immediate loss of facilities use. Amplified music is prohibited. Resident agrees that no food or alcohol shall be served at the event. Decorations are prohibited.

Residents who have made reservations for an event hereby acknowledge and agree to abide by the rules as shown in this Agreement, as well as the Facility Use Policy.

Association reserves the right to terminate any event under the following circumstances:

- 1. The conduct of the Resident, Resident's guests or invitees attending the event presents a threat to the health and safety of the individuals, or could damage the facility or surrounding properties.
- 2. Association Rules and Regulations are violated.
- 3. The Resident is not present at the event.

Date:

Resident Signature

# CLEAN-UP REQUIREMENTS

These conditions shall be met where the use of any room is in conjunction with a Facility Use Request Form:

- Room floors to be cleaned/swept after use. Carpeted floors must be vacuumed.
- No food, drinks, ice or supplies may be left behind
- All restrooms used in conjunction with the event must be left in the same condition in which they were found. No debris or event trash shall be left in the bathrooms.
- Tables and chairs must be wiped down.
- All decorations must be removed from doors, windows, etc. All non-adhesive tape used to hang decorations must be removed and under no circumstances are decorations to be attached to the interior or exterior walls.
- All trash, décor, signs, balloons and balloon remnants must be cleaned off the association's common areas: patios, planters, lawns, parking areas, etc.
- All event trash shall be removed from the and properly disposed of offsite.

# I have read and agree to abide by all Facility Use Request Policies, in addition to these Clean-up Requirements.

Name:\_\_\_\_\_ Date:\_\_\_\_\_