



*The Golden Rain Foundation provides an enhanced quality of life
for our active adult community of Seal Beach Leisure World*

MINI FARM SUB-COMMITTEE

Agenda

Conference Room B
Thursday, July 21, 2022
10:00 a.m.

To view the live Mini Farm Sub-Committee meeting:

- Go to www.lwsb.com
- The tab will be active at 9:45 a.m. on the day of the meeting
- The live streaming uses YouTube Live and terminates at the close of the meeting

1. Call to Order/Pledge of Allegiance

2. Roll Call/Notice of Quorum

3. Chairs Announcements

- Introduction of Guests and Staff
Mark Weaver, Facilities Director
Jesse Cripps, Recreation Director
Kyle Buettner, RV Lot Attendant
Tia Makakaufaki, Recording Secretary
- Rules of Order
- Chair's Comments

4. Shareholder/Member Comments *(Limited to 3 minutes per person)*

5. Approval of Minutes – (N/A)

6. Correspondence- (N/A)

7. Staff Reports- (N/A)

8. Subcommittees- (N/A)

9. Unfinished Business

- Subcommittee membership adjustment / introduction
- Farmscape proposal – read and discuss (pp.1-6)
- Review topo plot vs ADA slope requirement of 1ft rise in 12 ft horizontal (pp.7-8)

10. New Business

- Assign Lease / Participant List Team
- Fence along sidewalk discussion & draft specifications
- Initial internal fencing discussion and inputs from mini farmers

11. Governing Documents

- a. 70-1447-1 Use of Community Facilities, Mini Farm – Rules (pp.9-14)
- b. 70-1488-6 Lease Agreement – Mini Farm (1.8ac) – (pp.15-22)

12. Future Agenda Items

- a. Water system fabrication quotes based on Farmscape specs

13. Next Meeting

August 12, 2022 Conference Room B/Via Zoom at 10:00 a.m.

14. Adjournment



Schematic Design Proposal
Leisure World Seal Beach Mini Farm
05/09/22, version 2

To: Mark Weaver
Golden Rain Foundation

RE: Mini Farm at Leisure World Seal Beach

Project Description

- Reorganize existing Mini Farm footprint to include:
 - Plots of varying sizes, including in-ground and raised bed growing areas
 - Accessible pathways
 - Gathering location
 - Revamped irrigation system

Project Area



Scope of Services

In collaboration with the Project Stakeholders (consisting of the Golden Rain Foundation Staff, Leisure World Recreation Committee and Mini Farm Member Group), Farmscape shall develop three (3) Schematic Plans to reconfigure the space within the existing Mini Farm footprint. The Mini Farm plots will be varying sizes (based on stakeholder input), with ADA accessible pathways to access the plots areas.



1. SCHEMATIC DESIGN PHASE - (limit 120 hours)
 - a. SITE ANALYSIS
 - i. Analyze the site by observing existing garden conditions, irrigation drainage, soil, exposure, wildlife, and any site conditions that could influence design decisions.
 - i. *Client to provide topographical survey in CAD format.*
 - ii. Analyze Survey Drawing provided by Client
 - iii. Soil Sampling: Take two (2) Soil Samples for agricultural suitability (assessing macro and micronutrients, soil structure, pH, etc.)
 - b. COORDINATION & REGULATION REVIEW
 - i. Coordinate with Surveyor contracted by Client
 - ii. Review requirements for irrigation compliance with the local water district
 - iii. Review accessibility with Client's ADA consultant to maintain consistency with property standards
 - c. DRAWINGS
 - i. Develop three (3) Site Plan options for 75% Schematic Design Package, illustrating circulation, garden plots & community gathering space
 - ii. Refine selected Site Plan elements from 75% Schematic Design Package to create one (1) Site Plan per Client feedback for 100% Schematic Package.
 - d. IMAGERY
 - i. Provide concept imagery to illustrate character of site, details & fixtures
 - ii. Provide photographic imagery of proposed hardscape materials: paving, gates, fencing
 - e. SITE VISITS - (2 hours on-site budgeted per event)
 - i. Visit Project Area
 1. One (1) Pre Design Site Walk with Stakeholders
 - a. Review priorities, collect notes, information, imagery from members
 2. One (1) Pre Design Discovery Site Walk
 - a. Review existing infrastructure with on-site facilities team
 - f. MEETINGS - (2 hours budgeted per event)
 - i. Conduct three (3) Stakeholder meetings (in person or via video conference)
 1. One (1) 75% Schematic Design Meeting
 2. One (1) Client / Stakeholder Design Review Feedback Meeting
 3. One (1) 100% Schematic Design Meeting

Deliverables

- 75% Schematic Design Package
- 100% Schematic Design Package



Fees & Terms

Fees

Schematic Design Phase	\$ 19,600
<u>Agricultural soil testing (2 locations, \$650 per)</u>	<u>\$ 1,300</u>
Total	\$ 20,900

Allowances

Large Format Printing	\$ 500
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Payment Schedule

Retainer for Schematic Design	\$ 5,000
Completion of Site Visit with Stakeholders	\$ 4,600
Agricultural soil testing	\$ 1,300
50% Schematic Design	\$ 5,000
100% Schematic Design	\$ 5,000

1. A non-refundable retainer shall be made upon execution of this Agreement.
2. Reimbursable expenses will be billed on a monthly basis to the Client. Includes: Large format printing (larger than 11x17) and reproduction as required by consultants and Client, messenger and postage, agricultural soil testing, delivery costs & fax will be reimbursed to FARMSCAPE at cost plus fifteen percent (15%).
3. Any additional travel not outlined above will be billed as outlined below.
 1. Travel expenses for Site Visits to and from Project Location from our Oakland office will be billed at the current Federal rate (\$0.58 / mile).
4. The Client shall provide all information from the Owner regarding the site including As-Built documentation, surveys, soil reports, 3D models and legal information as deemed necessary for the Project. The Landscape Architect shall be entitled to rely on the accuracy of all data provided by the Client and their Consultants and shall use this documentation as basis to perform the services of this proposal.
5. This agreement is being used only to describe the fees and services for those phases described above. In the event that the scope of the Project increases substantially, per the Client's approval, the fee for landscape architectural services shall be adjusted at the appropriate time. The fee structure and description of services beyond this initial agreement will be described under a separate contract.

Additional Services

- Design Development
- Construction Documents
- Construction Administration
- Farm Programming

Compensation for Additional Services:

For Project Representation beyond Basic Services, compensation shall be computed as follows:

Landscape Architect	\$ 135 / hour
Principal Farm Consultant	\$ 125 / hour
Junior Designer	\$ 85 / hour



Administrative Staff \$ 75 / hour
Additional Meetings \$ 500 / meeting

1. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Client are not included in basic services and shall, if requested by Client, be provided as additional services as described above.
2. Any time spent in addition to the scope outlined above preparing specific documentation, drawings, renderings, models, etc. and attending meetings for Planning Organizations, if requested by Client, shall be provided as additional services as described above.
3. Hourly rate will be adjusted 4% within 1 calendar year of approval of contract.

In addition, Farmscape can provide estimates for Farm installation and maintenance.

Client's Responsibilities

1. Information:
 - a. The Client shall provide documentation from the Owner including: site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.
 - b. The Client shall coordinate and provide all pertinent design drawings to landscape architects in CAD and PDF format.
 - c. The Client shall provide contact with the Owner or Owner's representative for the Landscape Architect's right to enter from time to time, property owned by others so the Landscape Architect may perform the Landscape Architectural Services.
 - d. The Client shall be responsible for providing the Landscape Architect all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.
2. Independent Testing: The Client shall be contacted to approve independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.
3. Reliance: The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Owner, Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1, above.
4. Client's Representative: The Client shall designate a representative with authority to act on the Owner's behalf with regard to the Project. If for any reason the Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall have the right to renegotiate its compensation in response to the change.
5. Approvals: Owner and Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Owner and Client shall be a consolidation



of all comments of interested user groups or entities to provide clear direction to the Landscape Architect and to avoid delays.

6. Notice of Nonconformance: If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.
7. Project Permit and Review Fees: The Client shall coordinate with the Owner to pay all fees required to secure jurisdictional approvals for the Project.

Exclusion to Scope of Services

Items not covered in 'Scope of Services' and assumptions related to the execution of the work are indicated as follows:

- PERMITS, PROCESSING FEES & EXPEDITING SERVICES – documentation for permits and payment of any governmental fees, permits or assessments is by Owner
- DESIGN DEVELOPMENT DRAWINGS
- GRADING AND DRAINAGE PLANS
- AS-BUILT PLANS / RECORD DRAWINGS
- STRUCTURAL ENGINEERING
- GEOTECHNICAL ENGINEERING
- SPECIMEN TREE TAGGING
- FURNITURE SELECTION
- ACCESSIBILITY CONSULTING

General Conditions

1. If the Client finds it necessary to abandon the Project, Client shall compensate Landscape Architect shall be compensated for all work completed to date.
2. In the event Landscape Architect recommends and / or installs any furnishings, artwork or fixtures on the project, the Client recognizes that Landscape Architect makes no representation or warranty as to any defects in the furnishings, artwork or fixtures and shall hold Landscape Architect harmless.
3. This agreement may be terminated by either party upon seven days' (7) written notice should the other party fail to substantially perform in accordance with its terms through no fault of the party initiating the termination. The Client, upon at least seven days written notice to the Landscape Architect in the event that the Project is permanently abandoned, may terminate this agreement. In the event of termination, Landscape Architect shall be compensated for all services and costs rendered and incurred to date of termination.
4. Landscape Architects are licensed with the State of California.
5. Landscape Architect shall maintain during the entire performance period of this agreement professional liability errors and omissions insurance policy in the amount of one million dollars (\$1,000,000), comprehensive liability insurance policy in the amount of one million dollars (\$1,000,000), and a workers' compensation policy sufficient to meet all applicable statutory requirements.



Please call if you have any questions regarding this proposal. If everything meets your approval, please sign below and we will set a project schedule for the Leisure World Mini Farm.

With many thanks,

A handwritten signature in black ink that reads "Catherine McLaughlin".

Catherine McLaughlin

Client

Date

LEGEND

⊕	FIRE HYDRANT	AC	ASPHALT PAVEMENT
—	EDGE PAVEMENT	BW	BACK OF WALK
—	WATER VALVE	DN	CURB DRAIN
⊖	METER, PULL BOX	EG	EDGE OF GUTTER
—	IRON	EDB	EDISON PULL BOX
—	CONCRETE	FL	FINISHED CONCRETE
—	BLOCK WALL	FL	FLOW LINE
—	LIGHT STANDARD	NG	NATURAL GROUND
—	WROUGHT IRON FENCE	TC	TOP OF CURB
—	WOOD FENCE	TW	TOP OF WALL
—	CHAINLINK FENCE		

BENCH MARK

BENCHMARK NO. 1C-138-04 (ORANGE COUNTY)
 DESCRIPTION: DESCRIBED BY OCS 2005 - FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "1C-138-04", SET IN THE NORTHERLY CORNER OF A HEAVY WALL FOR AN P.C.B. UNDER SIDEWALK. MONUMENT IS LOCATED IN THE NORTHEASTLY CORNER OF THE INTERSECTION OF WESTMINSTER AVENUE AND SEAL BEACH BOULEVARD, 83 FT. NORTHERLY OF THE CENTERLINE OF WESTMINSTER AND 58 FT. EASTLY OF THE CENTERLINE OF SEAL BEACH BOULEVARD. MONUMENT IS SET LEVEL WITH THE SIDEWALK.
 ELEVATION: 10.48 FEET NAVD88 (2005)

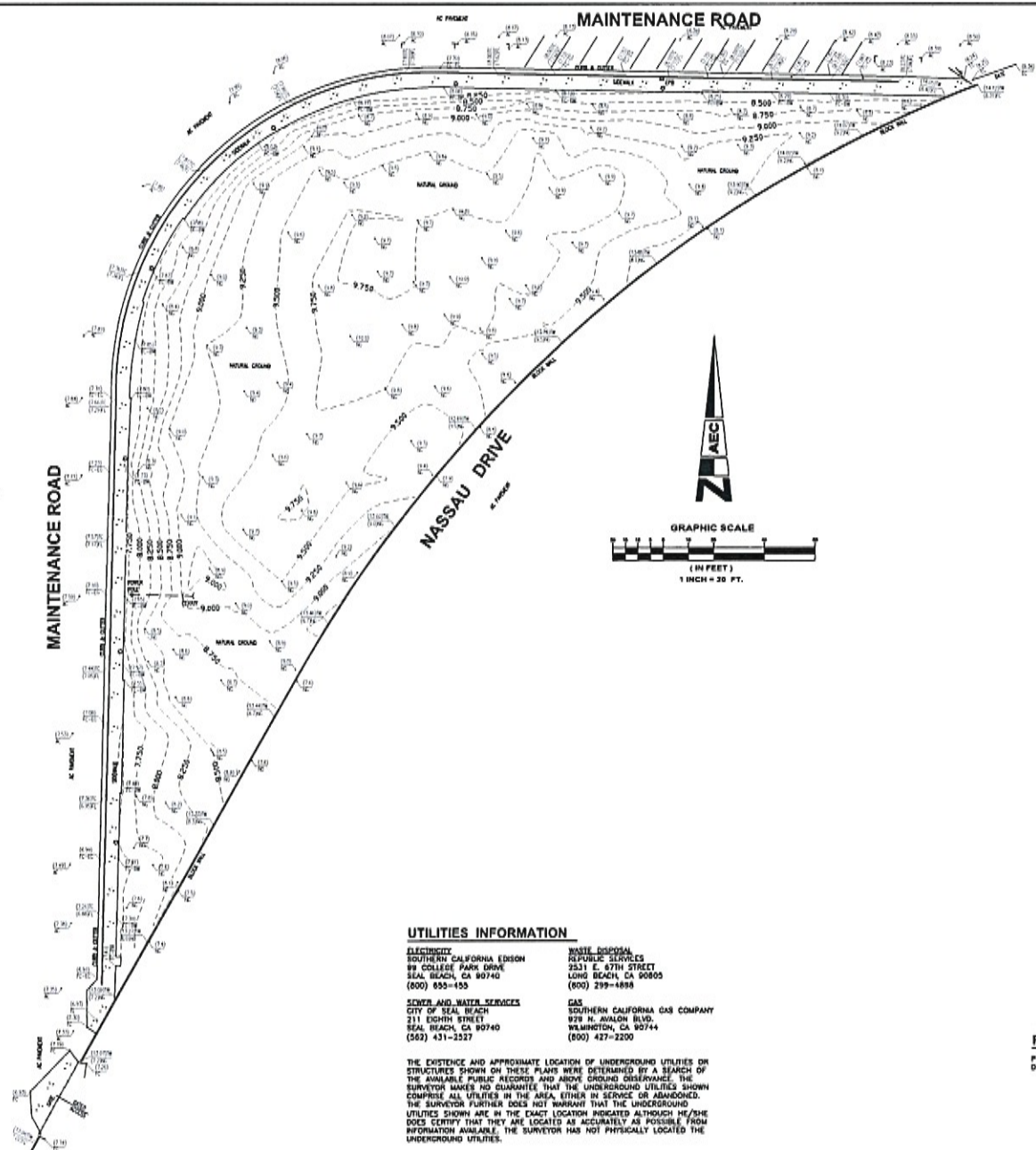
FLOOD ZONE INFORMATION

ZONE: "X" SHADED
 AREA WITH REDUCED FLOOD RISK DUE TO ELEVATION
 PARCEL NO. 060990 0113J
 DATED: DECEMBER 3, 2009

NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAP IS NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

GENERAL NOTES

- NO TITLE INFORMATION WAS PROVIDED TO THE SURVEYOR FOR THIS PLAN. ALL BOUNDARY INFORMATION SHOWN WAS DERIVED FROM A REVIEW OF THE COUNTY ASSESSORS MAPS AND SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF SAID BOUNDARY SHOWN HEREON. FURTHER MORE, NO EASEMENT INFORMATION HAS BEEN PROVIDED TO SURVEYOR FOR PLOTTING PURPOSES.
- MONUMENTATION WAS NOT FOUND OR SET AT THE PROPERTY CORNERS UNLESS NOTED OTHERWISE.
- ASSESSORS PARCEL NUMBER FOR THIS PROPERTY IS 095-881-25.
- THIS PLAN AND/OR DATA FILES INCLUDING ALL CONTENTS HEREIN ARE FOR THE SOLE USES AND PARTIES INDICATED HEREON INCLUDING THEIR SUCCESSORS AND ASSIGNS. ANY DEVIATION OR MISUSE OF THIS PLAN AND/OR DATA FILES WITHOUT PRIOR WRITTEN AGREEMENTS BY ANACAL ENGINEERING IS PROHIBITED AND IS THE RESPONSIBILITY OF THE PARTIES USING SAID DRAWING AND/OR DATA FILES. UPON THE REUSE OF THIS PLAN AND/OR DATA FILES ANACAL ENGINEERING RELINQUISHES ALL RESPONSIBILITIES OF THE ACCURACY AND GENERAL CONTENT OF SAID PLAN AND/OR DATA FILES CONTAINED HEREIN.
- THE EXISTENCE AND APPROXIMATE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE DETERMINED BY A SEARCH OF THE AVAILABLE PUBLIC RECORDS AND ABOVE GROUND OBSERVANCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THERE WAS NO RESEARCH DONE AT THE CITY'S &/OR COUNTY'S PUBLIC WORKS DEPARTMENTS TO INDICATE THAT THERE ARE ANY CHANGES IN THE STREET RIGHT OF WAY LINES AS SHOWN HEREON. FURTHERMORE, THERE IS NO OBSERVABLE EVIDENCE OF ANY RECENT TRENCHING OR REPAIRS. IF CONSTRUCTION OR REPAIRS, IT IS THE RESPONSIBILITY OF THE DESIGN PROFESSION TO VERIFY THIS INFORMATION PRIOR TO ANY FUTURE DESIGN WORK.
- IF UNDERGROUND UTILITIES OR OTHER STRUCTURES, ZONES, SETBACK AND/OR STREET WIDENING DATA ARE SHOWN HEREON, IT IS FOR INFORMATION ONLY, HAVING BEEN OBTAINED FROM A GENERAL REQUEST AT THE LOCAL AGENCY'S PUBLIC COUNTER AND/OR OTHER SOURCES NOT COINCIDENT WITH THIS COMPANY. NO REPRESENTATION IS MADE AS TO THE ACCURACY, CURRENT OR COMPLETENESS OF SAID INFORMATION DUE TO CHANGED CONDITIONS NOT REFLECTED IN THE STANDARD RESEARCH PERFORMED FOR THIS PROJECT. ANY USER OF SAID INFORMATION ARE UNKIND TO CONTACT THE UTILITY COMPANY OR LOCAL AGENCY DIRECTLY.
- SURVEYOR DOES NOT ASCERTAIN OWNERSHIP OF FENCES AND PERIMETER WALLS.



UTILITIES INFORMATION

ELECTRICITY
 SOUTHERN CALIFORNIA Edison
 87 COLLEGE PARK DRIVE
 SEAL BEACH, CA 90740
 (800) 955-4155

SEWER AND WATER SERVICES
 CITY OF SEAL BEACH
 211 EIGHTH STREET
 SEAL BEACH, CA 90740
 (562) 431-2527

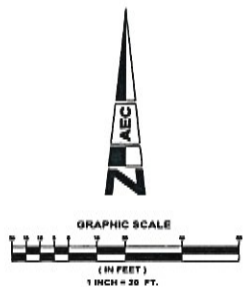
WASTE DISPOSAL
 REPUBLIC SERVICES
 2521 E. 67TH STREET
 LONG BEACH, CA 90805
 (800) 299-4888

GAS
 SOUTHERN CALIFORNIA GAS COMPANY
 928 N. AVALON BLVD.
 WILMINGTON, CA 90744
 (800) 437-2200

THE EXISTENCE AND APPROXIMATE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE DETERMINED BY A SEARCH OF THE AVAILABLE PUBLIC RECORDS AND ABOVE GROUND OBSERVANCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE/SHE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



LEGAL DESCRIPTION
 TR 4401 LOT 41 POR OF LOT



PURPOSE OF SURVEY
 PURPOSE OF THIS SURVEY IS FOR FUTURE DEVELOPMENT PURPOSES.

ANACAL ENGINEERING COMPANY
 CIVIL ENGINEERING & LAND SURVEYING
 1211 NORTH TUSTIN AVENUE - ANAHEIM, CALIFORNIA 92807
 PHONE: (714) 774-1763 FAX: (714) 774-4890
 E-MAIL ADDRESS: anacal@anacalengineering.com
 WEB SITE: anacalengineering.com

PROJECT ENGINEER
 M. L. LEISUR
 S. C. E.

DATE 5/31/22
SCALE 1" = 20'

SHEET TITLE TOPOGRAPHIC SURVEY
PROJECT LEISURE WORLD MINI FARM GARDEN
SHEET NO. 1 OF 1

JOB NO. 22-073T
 SEAL BEACH, CALIFORNIA

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RECREATION

Use of Community Facilities, Mini Farm – Rules

Renter/Lessee, (R/L), must follow all rules and is subject to any consequences for failure to do so. The Member/Owner, (M/O), is ultimately responsible for the behavior and actions of their R/L and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Shareholder Code of Conduct.

1. GENERAL REGULATIONS

The Recreation Department is responsible for the fair and equitable use of the Mini Farm area also known as the 1.8 acres. The Recreation Department will also be responsible to ensure that all of the conditions of these rules are followed.

- 1.1. The Mini Farm plots are for Golden Rain Foundation (GRF) Members in good standing only. Only one plot shall be assigned per household.
- 1.2. If the M/O subsequently rents their unit, the M/O forfeits the right to retain their plot and must notify the Recreation Department and relinquish it immediately.
- 1.3. If the R/L has leased a plot, the lease shall be terminated immediately upon termination of their tenancy in the M/O's unit.
- 1.4. The Mini Farms are a non-smoking, tobacco-free, vapor-free, drug-free environment.
- 1.5. Alcoholic beverages may not be brought into the Mini Farm area.
- 1.6. No animals allowed in the Mini Farm area: Qualified Service Animals will be allowed in the garden if staying with their owner.
- 1.7. Lessee may not carry, use, or store firearms or weapons of any kind in the Mini Farm area.
- 1.8. Radios are not allowed. If you would like to use your music devices, headphones are required.
- 1.9. Spaces shall be leased on an annual basis or a maximum of six consecutive years. Upon the completion of the sixth year, Lessee must relinquish their plot. The Lessee can go back on the waiting list.
- 1.10. Plots shall not be abandoned, traded, or given up to another GRF Member by the Lessee. If you choose to relinquish your space, you must notify the Recreation Department and your space will be reassigned to the next GRF Member on the waiting list. No refunds shall be issued for any monies paid to GRF.
- 1.11. Lessee is responsible for the planning and management of their own plots, including providing seeds, plants, amendments, and any tools. Plots must be worked solely by the Lessee. Exception: In case of an injury or temporary illness, Lessee shall notify the GRF Recreation Department in writing and a "garden angel" can be assigned to care for your garden with the approval of the Recreation Department.



RECREATION

Use of Community Facilities, Mini Farm – Rules

- 1.12. Lessee may bring a guest, including children, into the Mini Farm area, provided that the guest complies with the code of conduct. Children must always be accompanied by an adult.
- 1.13. GRF Members and their Guest may not enter other plots or harvest produce without explicit written permission from that plot's Lessee.
- 1.14. Lessee will keep clean and neat any common areas, such as adjacent pathways. Lessee will promptly report any concerns about safety of the garden to the GRF Recreation Department. The adjacent pathway along the wall bordering Nassau Drive and all walkways must always be kept clear of gardening tools and plant materials from the plots.
- 1.15. Storage containers made of metal or wood are not permitted; storage container must be the type approved by the Recreation Committee and the storage container and tools must be kept within the boundaries of the designated plot.
- 1.16. Neither trellises nor fences may exceed 7 feet in height to avoid shading a neighbor's plot.
- 1.17. Structures to encourage vertical growing, including arbors, trellis, tree branch frames, and cages are only allowed during growing season if they are functional, orderly, safe, and do not conflict with community standards.
- 1.18. GRF does not permit the construction or existence of permanent shelter structures within the individual plots, including personal sheds, storage, or shade units.
- 1.19. One faucet is set up for up to four plots for watering. The plots that are assigned to that area have exclusive use of the water fixture.
- 1.20. Automatic sprinklers and soaker hoses are forbidden. Mini Farmers must turn off water faucet or valve before leaving the plot. Mini Farmers shall not leave watering unattended at any time. Water run-off is not permitted on walkways, sidewalks, or adjacent plots.
- 1.21. Crushed rock or gravel is not permitted inside the plots. Any existing crushed rock or gravel must be removed from the plot upon vacating.
- 1.22. No wood treated with wood preservative shall be used in any plot.
- 1.23. No piles of wood, brick, pipes, hoses, or fencing shall be stored in plots.
- 1.24. The use of "scrap" materials, such as broken bricks or pavers, scraps of wood, metal, or plastic is not permitted
- 1.25. Items not authorized must be disabled and removed from the plot by required compliance date.
- 1.26. All trees, miniature trees, shrubs, or bush type fruit trees must be potted with a solid base underneath, and not exceed 7 feet tall. Existing trees or shrubs cannot extend over walkways or exceed 7 feet in height during any month of the year.

(Dec 20)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

Use of Community Facilities, Mini Farm – Rules

Any existing tree shall be cut down when a lot is vacated before being assigned to a new GRF Member. No more than 10% of plot may be planted in flowers, the remaining balance shall be used to plant produce.

- 1.27. The Recreation Department may order the forfeiture of a plot when any Mini Farmer does not maintain his/her plot as described in the rule. Failure to plant at least 75% of a plot for three (3) months, shall be sufficient cause to forfeit the plot.
- 1.28. If a plot appears untended (overgrown weeds, unharvested), you will be issued a violation notice. If the violation is not remedied by the required compliance date, the GRF Recreation Department may evict Lessee upon three violations.
- 1.29. GRF Members shall park in designated parking spaces only.
- 1.30. Dumpsters are available for the disposal of green waste and regular trash. The removal of discarded items from the dumpster will not be permitted at any time.
- 1.31. Plots must be cleared of all vegetation and weeds before vacating plot. Failure to clean plot for final inspection will result in loss of lease deposit and Mini Farm future privileges.
- 1.32. If the Mini Farmer fails to comply with any terms of the lease within the allotted compliance time, then garden plot will be immediately forfeited with no refund of fees, nor will they be entitled to any payment or reimbursement from the GRF for any materials planted, growing, or otherwise located within the Community Garden or for any improvements made on the premises. All or any part of such material and improvements shall become the property of the GRF.

2. HOURS OF OPERATION

7:00 a.m. to dusk seven (7) days a week.

3. MAINTENANCE OF PLOTS

- 3.1. To prevent the breeding of flies, harboring of rats, or air contamination, all decaying compost or newly delivered fertilizer shall be properly cared for by effectively sealing in plastic bags, or by turning it under in the plot within 48 hours.
- 3.2. Remove all garden trash, spent plants, clippings, and leaves from the plot daily in the provided green waste bins.
- 3.3. Keep all plots, including the area to the center of the adjacent pathways, free from all grass and weeds through the year, whether or not the garden is planted or fallow.
- 3.4. Use care and caution while watering in order to keep from flooding neighboring plots and pathways.



RECREATION

Use of Community Facilities, Mini Farm – Rules

- 3.5. Use care when spraying or dusting for bugs, snails, and other garden pests. Members must make every effort to ensure there is no drifting of pesticides to adjoining plots. GRF does not permit the use of Roundup on Trust property. See addendum A for approved pest control.
- 3.6. Store only the garden material necessary to supporting, staking or containing the plantings, neatly within the perimeter of one's assigned garden plot. No plants or vines shall be allowed to grow past a fence or property line, over walkways or sidewalks. No exterior fence will be used as a trellis on which to grow plants or vines.
- 3.7. GRF is not liable for loss or damage to personal property, vandalism to the garden parcel, and/or destruction of crops due to disease, pests, rodents, gophers, inclement weather, or flooding from water run-off by hose/faucet whether coming from water lines inside or outside of plots.
- 3.8. All items stored within the garden plot must be essential to gardening. Pesticides of any kind may not be stored at the Mini Farm. Items such as wooden stakes, tomato cages, etc. must be kept in a neat and orderly manner. Materials may not be stores against either the perimeter fencing of the plot or Mini Farm.
- 3.9. GRF is responsible for the maintenance and pest control of the common areas. Lessee is responsible for maintenance and pest control within their plot.
- 3.10. Lessee is responsible for the cost, installation, and maintenance of fencing. Staff must approve any fence or other structure prior to installation and follow GRF guidelines. Staff will provide written approval/permit for installation. This permit must be displayed at the plot for 30 days. See addendum B for approved fencing.

4. CORRECTIVE ACTION

- 4.1. The Recreation Committee may order the forfeiture of any plot when the GRF Member fails to comply with this set of rules or any action in violation of the established Code of Conduct policy.
- 4.2. The Recreation Department reserves the right to review and adjust the operating rules to accommodate the needs of the community at any time. The Recreation Department also reserves the right to enter any plot at any time.

Document History

Adopted:	26 Nov 19	Amended:	28 Jan 20	Amended:	27 Oct 20
Amended:	24 Nov 20	Amended:	23 Dec 20		

Keywords: Mini Farm Garden Plot

(Dec 20)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

Use of Community Facilities, Mini Farm – Rules

1.8 Acres

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RECREATION

LEASE AGREEMENT –MINI FARM (1.8 ACRE)

No. _____

This lease agreement is made on _____, 20____ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and _____ (hereinafter referred to as “**LESSEE**”) who agrees as follows:

1. OPENING CLAUSES

This lease agreement is made with reference to the following facts and objectives:

- a. **GRF** is the owner of the Premises which consists of a 1.8-acre parcel of real property located at 13101 Nassau Drive, Seal Beach, California, 90740 (hereinafter the “Premises”).
- b. **LESSEE** is willing to lease plot #____ located at the Premises from GRF pursuant to the provisions stated in this agreement.
- c. The **LESSEE, Authorized Resident (A/R)** (Member/Owner (M/O), Co-occupant, Qualified Permanent Resident, Mutual Renter/Lessee (R/L)) wishes to lease the above portion of the premises for the purpose of recreational gardening.
- d. If the (M/O) subsequently rents their unit, the M/O forfeits the right to retain their plot and must notify the Recreation Department and relinquish it immediately, and the plot lease shall be thereby terminated.
- e. If the R/L has leased a plot, the lease shall be terminated immediately upon termination of their tenancy in the M/O’s unit and the plot relinquished.
- f. The M/O is ultimately responsible for the behavior and actions of their R/L and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Member Code of Conduct.
- g. **LESSEE** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this Lease shall be 12 months commencing on _____, 20____ and ending _____, 20____. Notwithstanding anything herein to the contrary, this Lease shall terminate immediately upon the happening of either of the following: 1) if a (M/O) rents their unit they lose their right to lease a plot and must immediately surrender 2) if LESSEE is a renter/lessee of a unit within a Mutual, upon the termination of LESSEE’s rental of such unit.

GRF reserves the right to terminate this lease for any reason with thirty (30) day written notice.

3. ANNUAL RENTAL AND TAXES



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LESSEE shall pay GRF a minimum annual payment, without deductions, setoff, prior notice, or demand:

- a. Application Fee - \$10.00
- b. Annual Plot Lease Fee - \$100.00
- c. Deposit - \$15.00
- d. The first year's payment is payable (10) days after the contract is signed by both parties and the **LESSEE** is invoiced. For each subsequent year, annual lease payment is due on January 1st with a 10-day grace period. After the 10th day, the account is considered delinquent and is subject to a late charge of 1% for each month the account is delinquent. In addition to late fees, for each check that a bank returns for any reason, the **LESSEE** must pay \$25.00. If lease payment is thirty (30) days in arrears, the lease will be cancelled.
- e. All payments shall be remitted to GRF at the address to which notices to GRF are given at Golden Rain Foundation, P.O. Box 2069, Seal Beach, California 90740 (ATTENTION ACCOUNTING).

Upon end of term of lease and/or cancellation of the lease, **LESSEE** shall not receive a refund or reimbursement for fees and/or any other expenses.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the Premises.

4. USAGE

LESSEE wishes to lease plot #____ for the purposes of recreational gardening, (as stated in Policy 70-1447-1 Mini Farm – Rules and Regulations).

LESSEE use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **LESSEE** shall not operate as a business _____. (initials)
- b. **LESSEE** and each of itsM/O's, guests and invitees shall comply with GRF policies and procedures at all times _____. (initials)
- c. **LESSEE** shall not do, bring, or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **LESSEE** shall comply with all of the regulations and rules of **LESSEE'S** use of the Premises Policy 70-1447-1 Mini Farm – Rules and Regulations including, without limitation, the obligation, at **LESSEE'S** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- e. **LESSEE** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.



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- f. **LESSEE** shall be responsible for any and all personal property and equipment stored at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **LESSEE'S** personal property and equipment stored at the Premises.

5. DISCLAIMER

LESSEE agrees, all acts by **LESSEE**, are as a fully independent A/R and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **LESSEE**.

6. MAINTENANCE

GRF will maintain all non-parcel landscaping portions of the Premises.

LESSEE, at its cost, shall maintain in good condition, all portions of the leased Premises, including without limitation, any personal property, and improvements of GRF currently located on the premises.

- a. **LESSEE** shall be liable for any damage to the Premises including neighboring plots resulting from the acts or omissions of **LESSEE**, itsM/O's, guests, or any of its authorized representatives _____. (initials)
- b. **LESSEE** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **LESSEE** to remove any alteration that **LESSEE** has made to the Premises. If GRF so elects, **LESSEE** at its cost, shall restore the Premises to the original condition.
- c. If **LESSEE** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Director) has received written notice from **LESSEE** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all trash service, light, power, and water for the Premises. The Premises, and every part thereof, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

(May 21)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

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- a. **The LESSEE** and, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **LESSEE'S** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **LESSEE'S** use of the Premises.
- b. Any **LESSEE** activity which may require special insurance not mentioned herein will be maintained by **LESSEE** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

- a. **LESSEE** shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.
- b. Any dissolution, merger or consolidation of **LESSEE** shall be deemed an involuntary assignment and shall constitute a default of **LESSEE**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **LESSEE**.
- c. No interest of **LESSEE** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **LESSEE**:

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.



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- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **LESSEE**. If a default cannot reasonably be cured within thirty (30) days, **LESSEE** shall not be in default of this Agreement if **LESSEE** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that **LESSEE** perform the provisions of this Agreement or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **LESSEE** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- i. GRF may terminate this lease and **LESSEE'S** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- ii. No act by GRF other than giving notice to **LESSEE** shall terminate this Agreement.
- iii. GRF, at any time after **LESSEE** commits a default, can cure the default at **LESSEES'S** cost. If GRF at any time, by reason of **LESSEE'S** default, pays any sum or does any act that requires the payment of any sum, the sum paid shall be due immediately to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **LESSEE** is complying with its obligations under the Agreement _____. (initials)

12. NOTICE

- a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.



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- b. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.
- c. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **LESSEE** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **LESSEE** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **LESSEE**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEYS' FEES

The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

15. MISCELLANEOUS PROVISIONS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors, and assigns. This Agreement does not create any rights in any third parties as third-party beneficiaries. This Agreement may only be modified by a written instrument executed by GRF. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

LEASE AGREEMENT –MINI FARM (1.8 ACRE)

GOLDEN RAIN FOUNDATION

MINI FARM - LESSEE

President (Signature)

Lessee (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

- 1. **LESSEE** Bylaws
- 2. **LESSEE** Resolution

Document History

Reviewed: 27 Oct 20 Amended: 23 Dec 20 Amended: 25 May 21

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 Agreement Farm

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