



MEMBER SERVICES COMMITTEE

Committee Meeting Agenda

Tuesday, April 9, 2024 - 10:00 A.M. Conference Room A/Zoom

This meeting may also be live streamed at www.lwsb.com.

The tab will be active 15 minutes prior to the start 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

Carole Damoci Maureen Habel Marla Hamblin Susan Hopewell Edward Jablonski Susan Jacquelin Teri Nugent – Chair Camille Thompson

- 3. Chair Announcements
 - a. Introduction of Guests and Staff

Marsha Gerber, GRF President Jessica Sedgwick, Executive Director Jesse Cripps, Recreation Director Kathy Thayer, Recreation Manager

Nick Massetti, GRF Representative Mutual Seventeen

Emma Hurtado, Executive Assistant

- b. Rules of Order
- 4. Approval of Minutes
 - a. Minutes of March 12, 2024 meeting (pp.1-6)
- **5. Member Correspondence/Comments** (Limited to 3 minutes per person)
- 6. Supplementary Staff Reports
 - a. Monthly Activity Count (pp. 7-9)
 - b. Community Events Report (pp.11-15)
 - c. RV Lot Report (pp.17)
 - d. Minibus Report (pp.19-21)
 - e. Monthly Variance
- 7. General
 - a. Flea Market (pp.23-33)
 - b. LW 101 Class
 - c. Commendation Plaque (pp.35)
- 8. Capital Funding
 - a. CH2 Flex Space (pp.37-39)

<u>Proposed Resolution:</u> To recommend the Board approve the renovation costs for Clubhouse 2 Flex Space at a cost not to exceed ______, Capital funding.

b. Bistro Tables (pp.41-45)

<u>Proposed Resolution</u>: To recommend the Board to approve the purchase of two (2) 30" bistro tables and a total of four (4) dining chairs from Leisure Creations for a total not to exceed \$2,748.52, Capital funding.

9. Reserve Funding



10. Operating Funding

11. Strategic Initiatives

- a. Revenue Ideas
- b. Copy Center
- c. Café
- d. Transportation (pp.47-60)

12. Governing Documents

- a. Amend 70-1487-1B Recreational Vehicle Lot (RVL) Rules and Regulations (pp.61-70)
 - <u>Proposed Resolution:</u> To recommend the GRF Board amend 70-1487-1B, Recreational Vehicle Lot (RVL) Rules and regulations, renumbering it as 37-1487-1.
- b. Rescind 37-1487.02-1 Recreational Vehicle Lot (RVL) Vehicle Maintenance (pp.71-73)
 - <u>Proposed Resolution:</u> To recommend the GRF Board rescind policy 37-1429.02-1, Recreational Vehicle Lot (RVL) Vehicle Maintenance.
- c. Review 70-1487-6 RV Lot Lease Agreement (pp.75-84)
- d. Review 37-1412.02-1 Smoking Prohibition (pp.85-87)

 <u>Proposed Resolution:</u> To recommend the GRF Board amend 37-1412.02-1, Smoking Prohibition, renumbering it as 37-1412-1.
- e. Rescind 37-1449-1 California COVID Action Levels (pp.89-92)
 Proposed Resolution: To recommend that GRF Board rescind policy 37-1449-1,
 California COVID Action Levels.

13. Future Agenda Items

14. Next Meeting Date

Tuesday, May 14, 2024, at 10:00 a.m. – Conference Room A/Zoom

15. Adjournment

Please be courteous and respectful to other members, Board of Directors and representatives from Management at all times. We ask that you do not raise hands or interrupt the Committee or anyone else who may be speaking. A member not adhering to these protocols and/or who becomes unruly may be asked to leave the meeting. Failure to comply will result in a special hearing with the Board where disciplinary action may be taken.

A quorum of the Board may be present at this meeting, no Board business will be discussed. This meeting has been duly noticed. There is no agenda.



MEMBER SERVICES COMMITTEE MINUTES March 12, 2024

Teri Nugent – Chair Camille Thompson

The meeting of the Member Services Committee was held on Tuesday, March 12, 2024, and was called to order at 10:00 a.m. by Chair Nugent in Conference Room A and via Zoom.com, followed by the Pledge of Allegiance.

Present: Carole Damoci

Maureen Habel Marla Hamblin Susan Hopewell

Absent: Edward Jablonski

Susan Jacquelin

Staff and Marsha Gerber, GRF President

Guests: Jessica Sedgwick, Executive Director

Jesse Cripps, Recreation Director Kathy Thayer, Recreation Manager

Tommy Fileto, Recreation Manager via Zoom

Emma Hurtado, Executive Assistant

Lee Melody, GRF Representative Mutual Fourteen Nick Massetti, GRF Representative Mutual Seventeen

Nine Shareholders/Members

CHAIR'S ANNOUNCEMENTS

Chair Nugent greeted and welcomed everyone to the Member Services Committee meeting and introduced Foundation members, guests, and staff. Chair Nugent introduced guests and staff—GRF President Marsha Gerber, Executive Director Jessica Sedgwick, Recreation Director Jesse Cripps, Recreation Manager Kathy Thayer, Recreation Manager Tommy Fileto, and Executive Assistant Emma Hurtado.

APPROVAL OF MINUTES

The minutes of the February 13, 2024 Member Services Committee meeting was approved as presented.

SHAREHOLDER/MEMBER COMMENTS

Four Shareholders/Members commented at the time of the meeting.

CORRESPONDENCE

The Committee reviewed correspondence as presented.

SUPPLEMENTARY STAFF REPORTS

The Recreation Director and Recreation Manager presented the Supplementary Staff Reports included in the meeting packet.

GENERAL

Flea Market

Chair Nugent requested that Golden Age Foundation, Rolling Thunder, the American Legion, and the Filipino American Association of LW be contacted for assistance in sponsoring the kitchen.

Clubhouse 5 Restroom

Chair Nugent reported that the Clubhouse 5 Restroom has been opened.

CAPITAL FUNDING

CH3 Room 9 Kitchen Acoustics

The Recreation Director reported on CH3 Room 9 Kitchen Acoustics.

There was a general consensus to send this item to the Facilities Committee for cost information.

RESERVE FUNDING – N/A

OPERATING FUNDING – N/A

STRATEGIC INITIATIVES

Guest Passes for Golf

There was a general consensus to hold off on Guest Passes for Golf.

Off-Site Regular Bus Service – Shopper Shuttle – Trader Joes

There was a general consensus to hold off on Off-Site Regular Bus Services – Shopper Shuttle.

Revenue Ideas

Chair Nugent requested the committee members come up with Revenue Ideas to be presented in the next scheduled meeting.

GOVERNING DOCUMENTS

Amend 70-1447-1 – Community Gardens Rules

Motion: To send 70-1447-1, Community Gardens Rules to the GRF Board as amended.

First: Camille Thompson Second: Susan Hopewell

The motion was carried with one (1) no vote (Hamblin) and five (5) yes votes (Damoci, Habel, Hopewell, Nugent, & C. Thompson).

Motion: To recommend the Administration Committee set the fee for the Community Gardens to one \$125 per garden per year.

First: Carole Damoci Second: Susan Hopewell

The motion was carried with one (1) no vote (Hamblin) and five (5) yes votes (Damoci, Habel, Hopewell, Nugent, & C. Thompson).

Rescind 37-1487-1 – Recreational Vehicle Lot (RVL) – Rules and Regulations

Motion: To recommend the GRF Board rescind policy 70-1487-1, Recreational Vehicle Lot (RVL), Rules & Regulations.

First: Camille Thompson Second: Maureen Habel

The motion was carried unanimously by the members present.

Review 70-1487-1B, Recreational Vehicle Lot (RVL) – Rules and Regulations

There was a general consensus to bring 70-1487-1B, Recreational Vehicle Lot (RVL) – Rules and Regulations to the next scheduled meeting.

Review 70-1487-6, RV Lot Lease Agreement

There was a general consensus to bring 70-1487-6, Recreational Vehicle Lot Lease Agreement to a future meeting.

Rescind 37-1487.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance

There was a general consensus to bring 37-148.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance to the next scheduled meeting.

Amend 37-1429.01-1, Golf Course Regulations

Motion: To recommend the GRF Board approve the changes to policy 37-1429.01-1, Golf Course Regulations, renaming it 37-1429-1, Golf Course Rules and Regulations as amended.

First: Susan Hopewell

Second: Camille Thompson

The motion was carried with one (1) abstention (Hamblin) and five (5) yes votes (Damoci, Habel, Hopewell, Nugent, & C. Thompson).

Rescind 37-1429.02-1, Golf Course Rules

Motion: To recommend the GRF Board rescind policy 37,1429.02-1, Golf Course Rules.

First: Susan Hopewell

Second: Camille Thompson

The motion was carried with one (1) abstention (Hamblin) and five (5) yes votes (Damoci, Habel, Hopewell, Nugent, & C. Thompson).

Amend 70-1406-1, Limitation on Use of Trust Property – Rules

Motion: To recommend the GRF Board amend policy 70-1406-1, Limitations on Use of Trust Property – Rules, updating its name to 37-1406-1, Limitations on Use of trust Property as amended.

First: Susan Hopewell Second: Maureen Habel

The motion was carried unanimously by the members present.

Review 35-1023-1, GRF Pet Ownership Rules

Director Hamblin stepped out of the meeting at 11:53am.

Motion: To update policy 35-1023-1, GRF Pet Ownership Rules, to include minor language changes, and request the GRF Board be informed of the policy's review.

First: Susan Hopewell

Second: Camille Thompson

The motion was carried unanimously by the members present (Damoci, Habel, Hopewell, Nugent & C. Thompson).

Review 37-1203-1, Membership of Clubs

Motion: To update policy 37-1203-1, Membership of Clubs, to include minor language changes, and request the GRF Board be informed of the policy's review.

First: Susan Hopewell Second: Maureen Habel

The motion was carried unanimously by the members present (Damoci, Habel, Hopewell, Nugent & C. Thompson).

Review 37-1403-1 Commercial Use of Facilities

Director Hamblin returned at 11:56am.

Motion: To update policy 37-1403-1, Commercial Use of Facilities, to include minor language changes, and request the GRF Board be informed of the policy's review.

First: Susan Hopewell Second: Maureen Habel

The motion was carried with one (1) abstention (Hamblin) and five (5) yes votes (Damoci, Habel, Hopewell, Nugent, & C. Thompson).

FUTURE AGENDA ITEMS

- a. Flea Market
- b. NOCE Class LW 101
- c. Revenue Ideas
- d. Review 70-1487-1B, Recreational Vehicle Lot (RVL) Rules & Regulations
- e. Review 70-1487-6, RV Lot Lease Agreement
- f. Rescind 37-1487.02-1, Recreational Vehicle Lot (RVL) Vehicle Maintenance

NEXT MEETING

Tuesday, April 9, 2024, in Conference Room A/Zoom.

ADJOURNMENT

Chair Nugent adjourned the meeting at 11:58 a.m.

Approved Date	
Approval Signature	
Printed Name	

MONTH: MARCH 2024						
Place	Number of Events Per Month	Number of Users	Guests	Count Provided by		
	Clu	bhouse One				
Clubhouse One	27	1,254	CLOSED FIRST 2 WEEKS OF MARCH FOR CONSTRUCTION	Recreation		
Picnic Area	Open 7 days a week	0	n/a	Recreation		
Pool Room	Open 7 days a week	days a ek 393 0		Sign-in Sheet		
Woodshop	Open 6 days a week	320	n/a	Sign-in Sheet		
Shuffleboard	Open 7 days a week	332	n/a	Recreation		
TOTAL EVENTS CHA 27	NATNADEDC.	2 200	GUESTS:	TOTAL:		
TOTAL EVENTS CH1: 27	MEMBERS:	2,299	0	2,299		
		bhouse Two		-		
Clubhouse Two	57	2,749	n/a	Recreation		
Corner Pocket Poolroom	Open 7 days a week	418	0	Sign-in Sheet		
Mission Park (BBQ AREA)	Open 7 days a week	90	n/a	Recreation		
Воссе	Open 7 days a week	550	n/a	Sign-in Sheet		
Game Room	Open 7 days a week	35	0	Sign-in Sheet		
Pickleball	Open 7 days a week	593	n/a	Sign-in Sheet		
	145140500		GUESTS:	TOTAL:		
TOTAL EVENTS CH2: 57	MEMBERS:	4,435	0	4,435		
		phouse Thre				
Clubhouse Three	327	4,993	n/a	Recreation		
Needle Arts Studio	Open 7 days a week	326	n/a	Sign-in Sheet		
Genealogy Library	Open 3 days a week	132	0	Sign-in Sheet		
Learning Center	24	103	n/a	Recreation		
Veterans Plaza	24	401	n/a	Recreation		
			GUESTS:	TOTAL:		
TOTAL EVENTS CH3: 327	MEMBERS:	5,955	0	5,955		

Clubhouse Four						
Clubhouse Four	73	1,576	n/a	Recreation		
	Open 7 days a					
Art Studio	week	88	n/a	Sign-in Sheet		
	Open 7 days a					
Ceramics Studio	week	313	n/a	Sign-in Sheet		
	Open 5 days a					
Lapidary Studio	week	305	n/a	Sign-in Sheet		
			GUESTS:	TOTAL:		
TOTAL EVENTS CH4: 73	MEMBERS:	2,282	0	2,282		
	Clu	ubhouse Six				
Clubhouse Six	90	2,199	n/a	Recreation		
Hospitality	OPEN 23 DAYS	2,300	n/a	GAF		
	Open 7 days a		REGISTERED USERS:			
Fitness Center	week	8,330	3172	Sign-in Sheet		
	Open 7 days a					
Table Tennis	week	2,014	87	Sign-in Sheet		
			GUESTS:	TOTAL:		
TOTAL EVENTS CH6: 90	MEMBERS:	14,843	87	14,930		
		,				
	Open 7 days a		REGISTERED USERS:			
Aquatic Center	week	3,684	968	Sign-in Sheet		
	Open 7 days a	,	REGISTERED USERS:	5		
Golf Course	week	5,598	594	Recreation		
	Open 6 days a					
Friends of the Library	week	1,141	n/a	Sign-in Sheet		
	Open 6 days a					
LW Library	week	3,826	n/a	Door Count		
	Open 7 days a					
Video Producer Studio	week	42	n/a	Sign-in Sheet		
Amphitheater	Open 7 days					
(includes shows/movies)	(Events)	4,168	n/a	Recreation		
	Open 7 days a					
Performing Arts Center	week	1,038	n/a	Recreation		
TOTAL:	MEMEBERS:	19,497				
WEEKEND DANCES	DANCES	Residents	Guests	Sign-in Sheet		
Vinyl Rock - CH 4	1	61	16			
Velvetones- CH 4	2	210	62			
Abilene - CH 2	1	315	76			
			GUESTS:	TOTAL:		
WEEKEND DANCE TOTALS	MEMBERS:	586	154	740		

OTHER AMENITIES:	MEMBERS:		0	TOTAL
TOTAL USERS	EVENTS	MEMBERS	GUESTS	YR TO DATE
JANUARY '24	361	39,801	286	
FEBRUARY '24	492	34,081	271	
MARCH '24	578	49,897	241	130,237



GRF RECREATION DINNER/DANCE COMMUNITY EVENT REPORT

Of the roughly 90 events the Recreation Department produces, the 3 dinner dances are unique. Financially, they are reliant on ticket revenue to offset the cost of dinner. A ticket price is established by estimating the cost of the catering, while the decorations, staffing and entertainment are borne by GRF. As ticket prices rise, sales decline, challenging the viability of these events in the future.

We have included past years' financials for reference on this report although Valentines 2022 was prevented by Covid concerns. The columns in blue represent this year's numbers.

							1
VALENTINE'S DAY		CH2	ATTENDANCE:	ATTENDANCE: 192	210	210 N/A	
2/14/2024							
Cate	ring Expense	s & Revenue			GRF Expenses		
EXPENSE	2024	2023	2022		2024	2023	2022
Catering	\$7,804.32	\$7,921.86		Entertainment	\$1,200.00	\$1,200.00	
Soda	\$142.94			Decorations	\$1,394.96	\$925.90	
				Staffing	\$230.00	\$461.89	
				MISC		\$547.39	
REVENUE							
Tickets:	\$7,500.00	\$7,860.00		Total:	\$2,824.96	\$3,135.18	\$0.00
Sponsor:	\$500.00			Budget:	\$4,500.00	\$3,000.00	
BALANCE:	\$52.74	-\$61.86	\$0.00	BALANCE:	\$1,675.04	-\$135.18	\$0.00



GRF RECREATION BUS TRIPS COMMUNITY EVENT REPORT

The Recreation Department coordinated Bus Trips are the only Community Events that are expected to be fully offset by ticket sales. We project to produce 10 trips this year. Demand has been high, and Recreation is faced with risk associated with expanding beyond a single bus rental. The bus capacity is limited to 54 attendees; to add another bus we would assume the risk of doubling the expenses with no assurance of selling 54 more tickets. At this juncture we remain committed to a single bus per trip.

LION KING 2/20/24	Attendance: 54
EXPI	ENSE
Bus Service	\$1,238.70
Event Tickets	\$2,817.00
Staffing	\$234.00
REVI	ENUE
Tickets Sales	\$4,752.00
Sponsorship	
BALANCE:	\$462.30

MJ MUSICAL 3/20/24	Attendance: 54
EXPE	ENSE
Bus Service	\$1,238.70
Event Tickets	\$3,433.00
Staffing	\$234.00
Staff meal	\$30.98
REVE	NUE
Tickets Sales	\$5,400.00
Sponsorship	
BALANCE:	\$463.32

GRF RECREATION COMMUNITY EVENT REPORT

Every year, Tommy Fileto coordinates a Super Bowl watch party at CH4. It is well attended and growing in popularity. There are minimal expenses and a great deal of member satisfaction associated with it.

SUPERBOWL PARTY 2/11/24	Attendance: 125
EXPENSE	
Soda & Snacks	\$114.45
Decorations	\$16.00
REVENUE	
Tickets Sales	
Sponsorship	
BALANCE:	-\$130.45



Golden Rain Foundation

Leisure World, Seal Beach

GRF 5.5 ACRE LOT (R.V. LOT) COMMITTEE REPORT

Recreation Department R.V. Lot Report for March 2024:

Report Item	Number 3 (Calls Being Made to Waiting List)	
Available Spaces	3 (Calls Being Made to Waiting List)	
Spaces Issued	4	
Mailings Sent	270	

SRO Report RV Lot - March 2024:

SRO Date	Number	Status
04/02/2024	Fill-in potholes and low spots from rainstorm	Pending

SRO Report RV Lot Expense Report - March 2024:

Item	Cost
No items to report.	



Golden Rain Foundation

Leisure World, Seal Beach

MEMBER SERVICES COMMITTEE

TO: MEMBER SERVICES COMMITTEE

FROM: GRANT WINFORD, FLEET MANAGER

SUBJECT: MINIBUS MONTHLY REPORT JANUARY 2024

DATE: FEBRUARY 12, 2024

CC: FILE

JANUARY 2024 TOTAL PASSENGER 1869 JANUARY 2023 TOTAL PASSENGER 1949

PASSENGER TOTALS FOR WEEKDAY ROUTES FOR THE MONTH

A-BUS	B-BUS	C-BUS	D-BUS	E-BUS	CALL INS
252	282	273	220		262

PASSENGER AVERAGE FOR WEEKDAY ROUTES FOR THE MONTH

A-BUS	B-BUS	C-BUS	D-BUS	E-BUS	CALL-INS
13	14	14	11		13

PASSENGER TOTALS / AVERAGE FOR WEEKEND ON-CALL ROUTES

D-BUS	E-BUS
132/33	180/45

THE ACCESS W/C BUS MADE <u>205</u> ONE WAY TRIPS IN THE MONTH OF JANUARY. THE ACCESS BUS PICKED UP <u>266</u> PASSENGERS IN THE MONTH OF JANUARY.



Golden Rain Foundation

Leisure World, Seal Beach

MEMBER SERVICES COMMITTEE

TO: MEMBER SERVICES COMMITTEE

FROM: GRANT WINFORD, FLEET MANAGER

SUBJECT: MINIBUS MONTHLY REPORT FEBRUARY 2024

DATE: MARCH 13, 2024

CC: FILE

FEBRUARY 2024 TOTAL PASSENGER 1814 FEBRUARY 2023 TOTAL PASSENGER 1949

PASSENGER TOTALS FOR WEEKDAY ROUTES FOR THE MONTH

A-BUS	B-BUS	C-BUS	D-BUS	E-BUS	CALL INS
242	278	252	212		288

PASSENGER AVERAGE FOR WEEKDAY ROUTES FOR THE MONTH

A-BUS	B-BUS	C-BUS	D-BUS	E-BUS	CALL-INS
12	13	12	10		14

PASSENGER TOTALS / AVERAGE FOR WEEKEND ON-CALL ROUTES

D-BUS	E-BUS
124/31	188/46

THE ACCESS W/C BUS MADE <u>198</u> ONE WAY TRIPS IN THE MONTH OF FEBRUARY. THE ACCESS BUS PICKED UP <u>230</u> PASSENGERS IN THE MONTH OF FEBRUARY.

Leisure World Flea Market



Saturday, August 5th, 2017

8:00 am - 12:00 pm @ Clubhouse 2

13681 El Dorado Drive, Leisure World Seal Beach, CA 90740

EVERYONE INVITED

COME LOOK, VISIT, BUY, AND EAT

Gated Community: 1st time visitors, call 714-943-1818 by Friday to be added to Gate List



	ACTION REQUEST	
DATE: TO: FROM: ACTION:		
Background:		

Fiscal Impact:

Recommendation:



COMMITTEE ACTION REQUEST

DATE: APRIL 9, 2024

TO: MEMBER SERVICES COMMITTEE

FROM: ADMINISTRATION

ACTION: CAPITAL FUNDING: CLUBHOUSE 2 FLEX SPACE

Background:

On February 13, 2024, the Member Services Committee consented to sending the Clubhouse 2 Flex Space to the Facilities Committee for cost information. On their March 5, 2024 meeting, the Facilities Committee sent the cost information to the Member Services Committee for review.

Fiscal Impact:

Funding to come from Capital.

Remediate the popcorn ceiling	\$ 4,600	\$ 4,600
Paint Walls and Ceiling	\$ 4,100	\$ 4,100
Heat Punp	\$ 16,250	\$ 16,250
Install flooring (carpet squares)	\$ 10,635	\$ 10,635
Install LED Lighting	\$ 1,950	\$ 1,950
Option for sink and cabinet	\$ 45,000	
	\$ 82,535	\$ 37,535

Recommendation:

To recommend the Board approve the renovation costs for Clubhouse 2 Flex Space at a cost not to exceed _____, Capital funding.

Clubhouse 2 Flex Room

Remediate the popcorn ceiling	\$ 4,600	\$	4,600
Paint Walls and Ceiling	\$ 4,100	\$	4,100
Heat Punp	\$ 16,250	\$	16,250
Install flooring (carpet squares)	\$ 10,635	\$	10,635
Install LED Lighting	\$ 1,950	\$	1,950
Option for sink and cabinet	\$ 45,000		
	\$ 82,535	\$	37,535





COMMITTEE ACTION REQUEST

DATE: APRIL 9, 2024

TO: MEMBER SERVICES COMMITTEE

FROM: ADMINISTRATION MANAGER

ACTION: CAPITAL FUNDING REQUEST: PURCHASE BISTRO TABLES FOR PATIO

AREA IN FRONT OF PHARMACY

Background:

The new pharmacy opened with a bistro serving cold sandwiches, drinks, and other food. GRF would like to place two small bistro tables in front of the pharmacy to provide an area for shareholders to sit and consume food purchased in the pharmacy.

Attached is a proposal for two 30" bistro tables and a total of four dining chairs from Leisure Creations.

Fiscal Impact:

Fiscal Impact is a one time cost of \$2,748.52 from Capital Funds.

Recommendation:

I move to recommend the Board to approve the purchase of two (2) 30" bistro tables and a total of four (4) dining chairs from Leisure Creations for a total not to exceed \$2,748.52, Capital Funding.

leisurecreations

POB 88

Phone: 866.765.6726

3/29/2024

Russellville, AL 35653

Fax: 215.243.7230

00086384

Prepared By

Jeff Mefford

Email

jemefford@lcfurn.com

Contact Name

Jenna Dever

Email

Created Date

Quote Number

jennad@lwsb.com

Bill To Name

Bill To

Golden Rain Foundation

2601 Westminister Blvd

Ship To

Golden Rain Foundation 2601 Westminister Blvd

Seal Beach, CA 90740

0 10

Ship To Name

Seal Beach, CA 90740

Management Company None

Ship via

LTL

Pı	roductImage	Product	Product description	Customization Summary	Quantity	Sales Price	Total Price
		18930	Premium Pedestal Base (With 30" Top Option with hole unless otherwise specified)	Finish: Textured Espresso 30" Table Top w/ Hole: Slat	2.00	\$511.63	\$1,023.26
	酮	4503SLT	Athens Slat Dining Chair	Finish: Textured Espresso	4.00	\$294.99	\$1,179.96

 Subtotal
 \$2,203.22

 Tax
 \$192.79

 Order Freight
 \$330.48

 Fuel Surcharge
 \$22.03

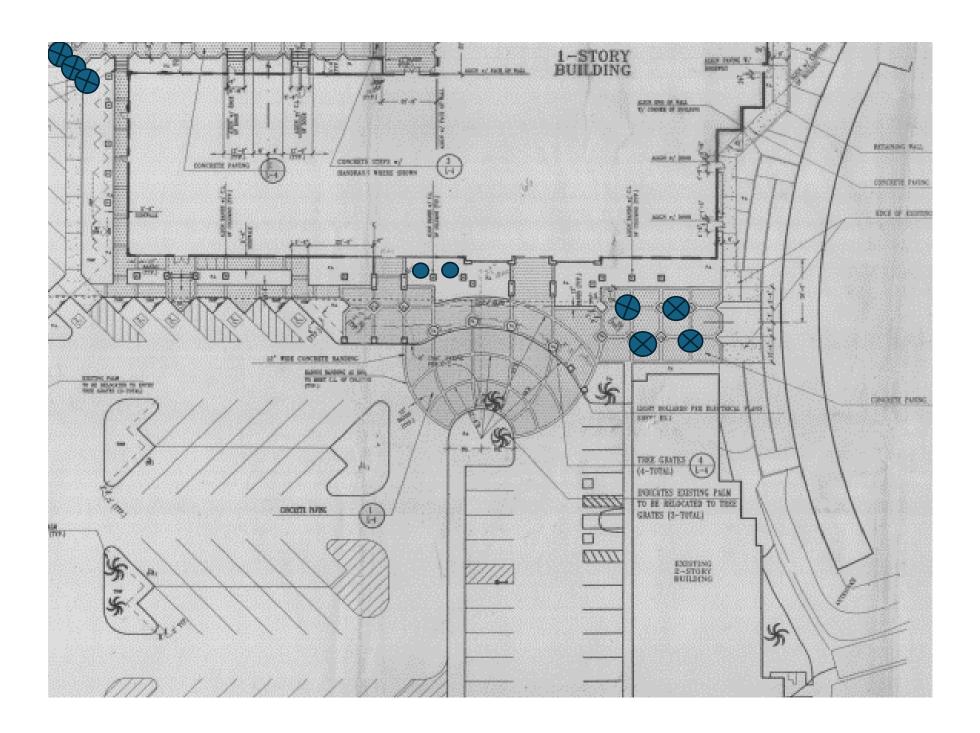
 Order Total
 \$2,748.52

Quote acceptance Information

Approved By: ______

Terms and Conditions

- *All furniture remains the property of Leisure Creations until the the invoice is paid in full.
- *The consignee is responsible for unloading and inspection of all deliveries and must note damage on the freight bill. Furniture will not be replaced if the damage is not noted on the freight bill.
- *Interest 1.5% per month on all invoices over 30 days.
- *Shipping choices F.O.B. origin or F.O.B. destination.
- *Returns require a 50% restocking fee plus the freight costs.





ACTION REQUEST

DATE: APRIL 9, 2024

TO: EXECUTIVE DIRECTOR

FROM: MEMBER SERVICES COMMITTEE

ACTION: ISSUE REQUEST FOR PROPOSALS FOR ON-SITE TRANSIT SERVICES

Committee Approval:

At its March 4, 2024, executive session meeting, the Board authorized the President to create a study group to more fully explore an informal proposal to replace the community's scheduled bus service with a request-based point-to-point transit system. The President named a task-force comprising the chairs of the four standing committees, who held their first meeting on March 11.

The task force subsequently researched the proposal's anticipated savings in personnel, insurance, equipment and maintenance costs, and reserve contributions. A task force member contacted a potential vendor for a micro-transit service. The vendor provided a proposal to the task force. At a March 24 meeting, the task force voted unanimously to submit its report to the full GRF Board, and on March 28, the full Board in executive session asked the Member Services to research the proposal further.

On April 4, 2024, the Task Force transmitted the initial bid sheet to the Member Services Committee with the recommendation to seek multiple bids.

Member Services met on April 9, 2024, and agreed to the micro-transit proposal in concept, and forwarded its request to the Executive Director to issue an RFP for micro-transit services in Leisure World Seal Beach and the Seal Beach Village Shopping Center.

Background:

Leisure World has operated a scheduled bus service within the community since its inception. The costs of providing the service have climbed, and since the COVID epidemic, ridership has declined by 50%. The cost per passenger boarding for 2023 was estimated to have been \$15.11 for a one-way trip within the community.

The idea of point-to-point transportation had been introduced by GRF committee members responsible for the buses during the past five years, but a 1050% increase in the Foundation's vehicle insurance cost increase provided a motive to more fully investigate the option. The task force conservatively attributed \$118,000 of the insurance premium boost to the buses. This raised the 2024 cost-per-passenger boarding to \$18.38, and the per-resident assessment for bus services to \$8.35 per month for each of the community's 6,608 Members.

Fiscal Impact:

Implementing a micro-transit plan is estimated to result in an annual savings of approximately \$110,000. While the task force recommends retaining the bus fleet for several months during any trial period, selling the community's four new buses is anticipated to yield at least \$280,000. The estimated effect on the GRF operating budget for the 12-month period following its inception is a minimum net gain of \$395,000.

Recommendation:

I move to request the Executive Director issue an RFP to vendors of micro-transit services to provide point-to-point transit services within Leisure World Seal Beach and the Seal Beach Village Shopping Center.

48

Request for Proposal for Leisure World Seal Beach On-demand Transit Services

RFP 2024 - 3

Date issued: April 11, 2024

1. INTRODUCTION

1.1. Background

Leisure World Seal Beach (LWSB) is a nationally recognized active senior community located in Seal Beach, California. Spread over 534 park-like acres, LWSB offers co-ops and condos for resort style living for those 55 and over. It has all of the amenities of small-town living, on-site Health & Medical Center, easy freeway and beach access, and close to all of the entertainment and shops of Los Angeles County and Orange County.

The Golden Rain Foundation (GRF) is a not-for-profit corporation that provides services and community facilities to the 16 Mutual Corporations of Leisure World Seal Beach who are responsible for 570 multifamily dwellings comprising 6608 housing units.

LWSB is a 55+ Active Adult Community that provides its 9,500 residents with services such as a weekly newspaper, magazines, a website, email blasts, etc. Each one of the 16 Mutuals has an elected Board of Directors that manages its separate residential property.

For more information, visit www.lwsb.com

1.2. RFP Purpose

LWSB desires to secure On-demand Transit services.

The goal is for LWSB to have On-demand Transit services within the walls of the community and to the adjacent shopping center by September 2024.

1.3. RFP Cover Sheet

Golden Rain Foundation (GRF) RFP 2024 - 3 Leisure World Seal Beach On-demand Transit Services Response Cover Sheet

	Yes	No
Has your company operated at least one year without interruption?		
Does any employee or official of the GRF have any financial or other interest in your firm?		
Has your company been disqualified by any public agency from participation in public contracts?		
Please fill out this sheet with the appropriate contact information for	r vou	r
company.	you	ı
FULL LEGAL NAME OF THE COMPANY		
TYPE OF BUSINESS □ Corporation □ Partnership (general)		
□ Partnership (limited) □ Sole Proprietorship □ Limited Liability Con	npany	′
FEDERAL EMPLOYER ID NUMBER (FEIN):		
ADDRESS		
CITY/STATE/ZIP		
EMAIL ADDRESS:		
PHONE FAX		
NAME PLEASE PRINT TITLE		
SIGNED DATE		

2

2. RFP INSTRUCTIONS AND INFORMATION

2.1. RFP Timeline

Day/Date	Description
May 16, 2024	Collect any responses by RFP response deadline May 13, 2024. Review RFP responses and invite suitable respondents to inperson sharing sessions to finalize their offerings.
May 28, 2024	Select preferred vendor and present draft agreement to the GRF Board for approval.
June 2024	Negotiate any remaining agreement details with selected vendor.
September 2024	Service Begins

DEADLINE FOR PROVIDER RESPONSES TO UPDATED RFP - MAY 13, 2024

Project Interface: Mark Weaver

Contact Information: Mark Weaver

Email: markw@lwsb.com Phone: (562) 431-6586 x1301

3. SCOPE OF SERVICES

3.1. Customer Overview & Opportunity

On-demand Transit Services for Leisure World Seal Beach, See www.lwsb.com.

3.2. Project Goal / Objective

• Secure On-demand Transit Services at a favorable rate for the LWSB community.

3

LWSB On-demand Transit Services 11-2024 RFP 2024 3

4. SCOPE OF WORK

Vendors replying to this RFP will be asked to organize and itemize their submissions the following main areas for the GRF's consideration of their services:

- Description of Services Provided
- Passenger Service Policies
- Phone Application & Call Center Support
- Transit Services Vehicles
- Reporting and Recordkeeping
- Advertising
- Coverage Area Map
- Time to implement contracted services
- Insurance, Indemnification and Termination of service.
- Pricing Allocation

DEADLINE FOR PROVIDER RESPONSES TO UPDATED RFP – MAY 13, 2024

GRF reserves the right to award the entire project to a single vendor or split the award to separate vendors for specific work.

5. SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that LWSB may properly evaluate your capabilities to provide the required goods/services. The Vendor is required to submit a complete proposal organized into the sections listed below.

- 1. Cover Letter Include proposed project manager and contact information
- 2. Table of Contents Number all pages of the response consecutively.
- **3.** Executive Summary Provide a summary of the critical elements of the proposal.
- **4.** Company Background Answer these questions:
 - Provide a general summary of the company's background.
 - Provide a summary of the company's background in providing services similar to the services required by GRF as part of this RFP.

4

- How many years has the Vendor been in business?
- List major office locations.
- How many employees does the Vendor have.

5. Description of Services Provided

• GRF desires On-demand, shared micro-transit service for the area bound by Leisure World Seal Beach and its adjacent shopping center on St. Andrews Dr. An on-demand response system in the form of a phone application will provide point-to-point transit from any point within the stated boundaries to any other point within the stated boundaries upon user demand. Annual estimated ridership is approximately 30,000 with about 3% requiring wheel chair accessibility. Service coverage is to be generally from 8am to 5pm Monday through Sunday with adjustments in agreement with the vendor.

6. Passenger Service Policies

- GRF desires transit service drivers be properly licensed and trained in service to seniors. A stated code of conduct is desirable.
- GRF desires that its current local bus drivers be considered in the pool of qualified transit service drivers to be hired by vendor.

7. Phone Application & Call Center Support

• GRF desires the service to be made available via a phone application and is willing to provide a call center service to supplement such application for use by riders who do not choose to use such an application.

8. Transit Services Vehicles

- The vendor will specify the number of vehicles needed with at least one having ADA Compliant wheel chair accessibility will be needed.
- The use of Neighborhood Electric Vehicles will enhance a proposal.
- GRF desires to have additional service capacity for special events that are sometimes later than normal service hours for which GRF is prepared to pay an additional cost. If such service enhancement is available please describe the related cost.
- GRF is prepared to provide on-site storage space for the vehicles.
- The vendor is expected to cover the costs associated with the vehicles, W-2 drivers, driver screening, management, training, insurance, maintenance, license, App hosting and usage, web fees, and basic marketing materials.
- The vendor is to specify a service interruption discount rate per hour credit for time when service is unavailable during the agreed upon scheduled service.

9. Reporting and Recordkeeping

 GRF desires vendor to provide monthly reports to include information such as number of riders and rides, average wait time, average trip duration, number of wheelchair accessible vehicle rides, number of delays or accidents, etc.

10. Advertising

 GRF desires to generate revenue from advertising placed inside and/or outside the vehicles. GRF will secure the advertisers and provide the artwork to the vendor who will apply the advertising to the vehicle surfaces as is possible.

11. Coverage Area Map

 The coverage area will include all streets and driveways within the walls of Leisure World Seal Beach with the addition of the adjacent shopping center on St. Andrews Drive.

LWSB On-demand Transit Services

5

Rev. 4-

12. Time to implement Contracted Services

• GRF desires the term to commence during September 2024.

13. Insurance, Indemnification and Termination of Services

- GRF desires the vendor carry Commercial General Liability coverage of \$2 million per occurrence for bodily injury, personal injury and property damage.
- GRF desires the vendor carry Automobile Liability coverage of at least \$2 million combined single limit for bodily injury and property damage, including hired owned and non-owned auto coverages.
- GRF requires vendor to indemnify and hold harmless GRF against any demands, lawsuits, liability, damages, judgments, losses, costs and fees allegedly arising out of the intentional, wrongful or negligent acts of the vendor in the performance of the agreement.
- GRF desires termination for cause with 30 days notice during the initial six months of the term and termination without cause with 60 days notice during the remainder of the service term.

14. Pricing Allocation

 Price will cover the term of the contract with any annual increases stated and a schedule of payments described.

6





COMMITTEE ACTION REQUEST

DATE: APRIL 9, 2024

TO: MEMBER SERVICES COMMITTEE **FROM:** ADMINISTRATION COMMITTEE

ACTION: AMEND 70-1487-1B, RECREATIONAL VEHICLE LOT (RVL) – RULES &

REGULATIONS

Background:

During their March 12, 2024 meeting, the Member Services Committee moved to rescind policy 70-1487-1, Recreational Vehicle Lot (RVL), Rules & Regulations. The GRF Board moved to rescind policy 70-1487-1 during their March 26, 2024 meeting.

Administration has reviewed the current policy 70-1487-1B, Recreational Vehicle Lot (RVL) – Rules and Regulations, and recommends approving the minor changes to include grammatical edits; updates; placing policy 37-1497.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance, at the end of of policy 70-1487-1B to facilitate search of all RV rules to GRF members; and renumbering it as 37-1487-1.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend the GRF Board amend 70-1487-1B, Recreational Vehicle Lot (RVL) – Rules and regulations, renumbering it as 37-1487-1.

RECREATION



Recreational Vehicle Lot (RVL) – Rules and Regulations

DEFINITIONS 1.

1 2 3

4

5

1.1. A Recreational Vehicle (RV) is a motor vehicle or trailer for recreational dwelling purposes, or a vehicle designed and used to tow such (see Glossary for more specifics).

6

1.2. Recreational Vehicle means one or both of the following:

7

8 9 10

11 12

13 14

15 16

17 18

19 20

> 21 22 23

24 25 26

27 28 29

> 31 32 33

34

35

36

37

38 39

30

- A motor home, camper van, travel trailer, truck camper, camping trailer, with or without motive power, designed for recreational purposes, emergency, or other occupancy that meets all the following criteria:
 - 1.2.1.1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.
 - 1.2.1.2. It contains 400 square feet or less of gross area measured at maximum horizontal projections.
 - 1.2.1.3. It is built on a single chassis.
 - 1.2.1.4. It is either a self-propelled, truck mounted, or permanently towable on the highways without a permit (e.g., a car caddy).
- 1.2.2. A park trailer, as defined in Section 18009.3 (CHSC).
- 1.3. Qualified Recreational Vehicles (QRVs) are those that meet the Eligibility Requirements listed in 2. and are used primarily for the purpose for which they were designed.
- 1.4. Good standing means not more than thirty (30) days delinquent on any assessment, and related charges, fees or fines as verified by the Stock Transfer and/or Finance Departments.
- 1.5. Lessee refers to those given an RVL lease by the Golden Rain Foundation Recreation Department (RD).
- 1.6. Operational is defined as "in use, in working order or ready to use."

2. **RVL GENERAL USE CONDITIONS**

2.1. The RVL and its facilities shall be maintained for the benefit of all Golden Rain Foundation (GRF) Authorized Residents (ARs) in good standing (Member/Owners (M/Os), Co-occupant, Qualified Permanent Residents (QPRs), and Mutual Renter/Lessees [(R/Ls]) per the terms and conditions of the Trust Agreement, GRF Bylaws, and Policies.

(Aug 22) **GOLDEN RAIN FOUNDATION Seal Beach, California**

Page 1 of 8

63

RECREATION

40

41 42

43

44

45

46

47 48

49

50 51

52

53

54

55

56 57

58 59

60

61

62

63

64

65

66

67

68

69

70

71

72 73

74

75

76

370-1487-1B GRF

Recreational Vehicle Lot (RVL) - Rules and Regulations

- 2.2. The RD has primary responsibility for administration, governance, and coordination of maintenance issues for the RVL The RVL is authorized by the GRF Board of Directors (BOD). For information or maintenance issues regarding the RVL, call the RVL Attendant at (562) 431-6586 ext. 2373, or email to rylot@lwsb.com.
- **2.3.** All vehicles stored in the RVL must be operational at all times. No QRV stored in the RVL shall be on a planned non-operation (PNO) status.
- **2.4.** All QRVs in a leased space in the RVL must have a valid GRF RVL decal clearly placed on the vehicle.
- **2.5.** Lessees and visitors shall not engage in any conduct that creates a nuisance or otherwise interferes with the use and enjoyment of other Lessees' spaces or adjacent residences.
- **2.6.** Lessees must follow all rules, and they are subject to any consequences for failure to do so.
- **2.7.** Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in existence at the time these versions of Rule 70-1487-1B and Rule 370-1487-2 are adopted, are superseded, and canceled.

3. **ELIGIBILITY QUALIFICATIONS**

- **3.1.** The RV ownership must include the AR seeking a lease and be registered with the Department of Motor Vehicles (DMV) and the RD.
- **3.2.** It must be in operating condition.
- **3.3.** It must fall into one of the following categories.
 - **3.3.1.** A Class A recreational motor home, built on a truck chassis.
 - **3.3.2.** A Class B conversion van camper (may have a raised roof).
 - **3.3.3.** A Class C recreational motor home, built on a modified van chassis.
 - **3.3.4.** A Travel Trailers between thirteen (13) and forty (40) feet in length.
 - **3.3.5.** A Fifth wheel between <u>fifteen (15)</u> and <u>forty (40)</u> feet in length.
 - **3.3.6.** A folding camp trailer.
 - **3.3.7.** A boat or personal watercraft (e.g., jet skis, or similar vessels) on a trailer.
 - **3.3.8.** A box or horse trailer used solely for recreational purposes.
- **3.4.** The following are NOT eligible and may be towed away, at the Lessee's expense.
 - **3.4.1.** Flat-bed trailers of dimensions greater than <u>seven (7)</u> feet wide or <u>twenty (20)</u> feet long (including the tongue).

(Aug 22)

GOLDEN RAIN FOUNDATION Seal Beach, California

Page 2 of 8 64

RECREATION



Recreational Vehicle Lot (RVL) - Rules and Regulations

77			3.4.2.	Non-commercially manufactured QRVs and trailers.
78			3.4.3.	Commercial rental, or similar type, open or closed trailers.
79			3.4.4.	QRVs belonging to former ARs.
80 81			3.4.5.	Any eligible DMV registered RV, passenger or commercial vehicle converted into a storage unit.
82 83			3.4.6.	Any trailer used to transport cargo that was not intended by the manufacturer for recreation.
84	4.	LEAS	SES, PEN	NALTIES AND FEES
85 86 87 88		4.1.	renewa <u>Januar</u>	are for one (1) year. Annual lease fees may increase at the time of al. Annual billing will be sent to every lessee in the RVL prior to June 1 1st. Total amount due at time of lease renewal.
89 90			4.1.1.	A prorated refund will be given if the lease is cancelled by GRF during the lease period.
91 92			4.1.2.	If Lessee cancels the lease prior to expiration, a prorated refund will be given.
93 94		4.2.		owing information must be provided along with a new application and thin thirty (30) days of a QRV registration renewal.
95			4.2.1.	A valid government-issued driver's license.
96 97			4.2.2.	Proof of appropriate liability insurance with the prospective Lessee's name as the primary or secondary insured.
98 99			4 <u>.2.2.</u> 4	2.3. GRF and Mutuals 1-17 must be named as additional insured on the QRV insurance policy.
100 101			4 <u>.2.3.</u> 4	2.4. Vehicle registration papers with the <u>authorized resident's</u> prospective Lessee's name as an owner.
102			4 <u>.2.4.</u> 4	2.5. The prospective Lessee's current GRF identification card.
103			4 <u>.2.5</u> .4	2.6. Current emergency contact information.
104 105 106 107 108 109		4.3.	insuran must b notifica hand to	anges in the QRV ownership, Lessee address, mailing address, ice, phone number, emergency contact or QRV license plate number e reported to the RD within seven (7) days of the change. Written tion shall be placed in the RVL drop box; or mailed or delivered by box: Golden Rain Foundation P.O. Box 2069, Seal Beach, CA, 90740. O will acknowledge receipt of the documents in writing.
110		4.4.	Non-co	mpliance with 4.2 or 4.3 will result in cancellation of the lease in the

RVL, towing of the QRV and/or disciplinary action.

Page 3 of 8

GOLDEN RAIN FOUNDATION Seal Beach, California

(Aug 22)

111

370-1487-1B GRF

Recreational Vehicle Lot (RVL) – Rules and Regulations

- 4.5. Spaces are NOT transferrable. If a Lessee sells their vehicle, that space is not transferable. If the buyer is an A/R and is requesting a space in the RVL, they must be added to the waiting list in the chronological order of the request.
 - **4.6.** If a QRV is replaced for the same type and size, then a Lessee can maintain their space, but the Lessee must notify the RVL Attendant and update their paperwork. If the QRV is smaller, it may result in a mandatory space change.
 - **4.7.** If a M/O has leased a space in the RVL and subsequently rents their apartment, the M/O forfeits the right to retain their space. They must notify the RD and remove their vehicle immediately.
 - **4.8.** If a R/L has leased a space in the RVL, the lease shall be terminated immediately upon termination of the R/L's tenancy in the M/O's unit.
 - 4.9. The GRF BOD has authorized the Policy/Parking ReviewCommunity Rules Violation (PRVCRV) Panel to review all citations specific to the RVL, Rule 370-1487-1B, and has authorized the RD to strictly enforce the GRF RVL Rule 370-1487-1B and schedule of fees/fines (370-1487-2). Penalties may be greater for repeated violations within a three (3) year period.
 - **4.10.** Non-payment of fees in addition to any late fees incurred may result in the disciplinary procedures being implemented by GRF and imposition of fines up to \$500 and/or lease cancellation.
 - **4.11.** If an issued citation has not been addressed/corrected by the Lessee within thirty (30) days of notification, a second citation will be issued. If the Lessee continues to ignore the violation, the GRF PRV_CRV Panel may recommend to the GRF BOD, the termination of the lease and/or tow of the QRV.
 - **4.12.** The GRF BOD has authorized the RD to tow from the RVL or remove vehicles or property in violation of this policy, at the Lessee's expense (see Rule 80-1937-1 Section 7 Towing).
 - **4.13.** Any exceptions to Rule <u>370</u>-1487-1<u>B</u>, or <u>370</u>-1487-2 require the written approval of the GRF BOD. Violation citation records shall be kept for three (3) years.
 - **4.14.** 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 Rule <u>1</u>30-5093-1, <u>Shareholder Authorized Resident Rules Code</u> of Conduct).
 - 4.15. A current copy of the Recreational Vehicle Lot (RVL) Rules and Regulations 370-1487-1 and Fees and Fines for the 370-1487-2, will be issued to the responsible party of the leased space at the time of application. The Recreation Attendant RD will notify Lessees when Rule 370-1487-1 or 70-1487-2 are revised by the GRF.

5. SPACE AND LOT RULES AND REGULATIONS

(Aug 22)

GOLDEN RAIN FOUNDATION Seal Beach, California

Page **4** of **8**

152

153

154

155

156

157

158 159

160

161

162

163

164

165

166

167

168 169

170 171

172 173

174

175

176

177 178

179

180

181

182

183 184

185

186

(Aug 22)

370-1487-1B

Recreational Vehicle Lot (RVL) – Rules and Regulations

- 5.1. QRVs must be driven or towed out of the RVL by the Lessee and inspected by the RD annually.
 - 5.2. All QRVs are subject to random inspections.
 - 5.3. The RD may request a QRV be moved as required for maintenance of the RVL. If, after a ten (10) day notice has been issued, the QRV has not been moved, Staff may move the QRV or have the vehicle moved or towed. All costs incurred will then be charged to the Lessee.
 - 5.4. Spaces in the RVL will be assigned by the Recreation Attendant RD-on a first come, first served basis, one (1) vehicle per space, at its sole discretion.
 - 5.4.1. A maximum of two (2) spaces per Leisure World address will be assigned. Spaces will be assigned by the length of the vehicle. Space assignments are subject to change upon notification.
 - 5.4.2. A QRV shall only be parked within the footprint of the assigned space. A car caddy may be parked with a motorhome if space allows. A QRV not parked in its assigned space will be subject to tow at the Lessee's expense (See Policy 8038-1937-1) and/or the Member may be subject to disciplinary action.
 - 5.4.3. One (1) vehicle may remain in the Lessee's space when the QRV is being used on a trip. The vehicle must have a valid GRF Security issued decal on their windshield and be associated with the AR's mutual and apartment. No GRF visitor passes are allowed.
 - 5.5. No structures of any kind may be erected on the leased space (e.g., tents, portable garages, sheds, unauthorized storage units, etc). Only one (1) GRF pre-approved storage unit may be placed in the space. A list of approved storage units can be obtained from the RVL Attendant.
 - 5.6. If a QRV is occupied (lived in) while it is parked in the RVL, the responsible Lessee will be subject to disciplinary action by the GRF PRV CRV Panel. This violation may terminate the lease and/or result in a tow of the QRV.
 - 5.7. It is prohibited to operate a generator in an unattended QRV. When the GRF Security or RVL Staff observes an infraction of this rule, the QRV will be issued a citation. The GRF Staff will attempt to notify the owner to shut it off.
 - 5.8. **Driving and Parking Rules.**
 - 5.8.1. The speed limit within the RVL is five (5) miles per hour.
 - 5.8.2. Drivers must observe established roadways. NO driving through or across any unoccupied spaces is permitted.
 - 5.8.3. Drivers must follow the natural angle of entry and departure to and from their space.

187 188

67

GOLDEN RAIN FOUNDATION Seal Beach, California

370-1487-1B GRF Outen Foundation

Recreational Vehicle Lot (RVL) – Rules and Regulations

5.8.4. Drivers shall not short the acute angle, nor cross lines or marked 189 corners. 190 5.8.5. No off-road vehicles are to be driven in the lot at any time, but the 191 Lessee may load and unload them from their trailer. 192 5.8.6. Guests shall not drive or leave their vehicles in the RVL at any time. 193 This includes golf carts. 194 All QRVs will need to be driven or towed off the lot by the Lessees. 5.8.7. 195 5.9. The pedestrian gates must always be locked immediately after passing 196 through. 197 **5.10.** No pets are allowed in the RVL other than to transfer the pet from one vehicle 198 to the other. 199 **5.11.** The use of the Dump station is for Lessees only and all posted procedures 200 shall be strictly followed. Exceptions may be granted at the discretion of the 201 RD. 202 **5.12.** QRV slide outs may not be extended except when using the charging station. 203 204 **5.13.** Unless approved in in section 6 writing by the RD, no work or maintenance shall be done to any vehicle while in the RVL. No repairs shall take place at 205 206 the charging station. **5.14.** It is prohibited to level, support or raise QRV, trailers or vehicle frames with 207 anything other than permanently installed jacks. 208 **5.15.** Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in 209 an unoccupied space or area. Abandoned materials may be discarded by the 210 GRF RVL Staff, without notice. 211 **5.16.** Lessees are required to keep the area around their QRV clean and free of 212 debris and clutter at all times. 213 **5.16.1.** All trash is to be placed in trash containers. 214 215 **5.16.2.** No debris shall be tossed onto the ground. **5.17.** No hazardous materials are to be disposed of in the RVL (e.g., batteries, 216 tires, anti-freeze, or other vehicle fluids). 217 **5.18.** Lessees should be conscious of standing water and make every effort to 218 avoid this (e.g., drain plug pulled, covers taut, etc.) 219 **5.19.** Tarps and covers must not be frayed or torn or create an appearance 220 221 of neglect. 222 **5.20.** Lot Access. **5.20.1.** The RVL access shall only be granted to those ARs having a RVL 223 224 lease. A maximum of two (2) keys and two (2) remotes per space will

GOLDEN RAIN FOUNDATION Seal Beach, California

be issued. Keys and remotes are the property of the GRF and are

Page 6 of 8

(Aug 22)

264

265



Recreational Vehicle Lot (RVL) - Rules and Regulations

226 227 228			issued by the RVL Attendant upon an AR signing a lease for a space. The AR will be the only one issued a key and remote for access to the RVL. A lessee may not give or loan their key or remote to anyone.
229 230 231 232 233		5.20.2.	The RD will charge a deposit for the key and remote. This fee is refundable upon key and remote return to the RD. Altering or reprogramming remotes or duplicating the key, will result in disciplinary action and/or the termination of the RVL lease and/or tow of the QRV.
234 235 236 237		5.20.3.	No one without a QRV in the RVL shall have a remote or key. Anyone else using a remote or key will be removed from the RVL, have the remote and key taken, and will no longer be allowed in the RVL, even as a guest.
238 239 240 241 242		5.20.4.	A non-resident will not be allowed entry into the RVL without the Lessee being present. The Lessee must remain with the guest during the duration of their time in the RVL. The Lessee is responsible for their guests at all times. Non-residents are not permitted to drive in the RVL.
243		5.20.5.	Letters authorizing entry to the RVL will not be allowed.
244 245 246 247 248	5.21.	reported Security Failure	e caused to GRF property or another Lessee's property must be to the RVL Attendant immediately or in his/her absence to the Department, and liability will be assumed by the damaging party. to do so may result in penalties in accordance with the California DMV ection 20002.
249	5.22.	Sales	
250 251 252 253		5.22.1.	Any QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin board by the lot entrance. All sales must be by the owner only. No second party or broker sales will be allowed in the RVL. No "For Sale" signs are to be posted on the QRV.
254 255 256		5.22.2.	Anyone selling a QRV that belongs to another person can have their RVL privileges suspended or revoked, their lease canceled and/or the QRV towed.
257	6. SAFETY	AND GE	NERAL MAINTENANCE
258 259 260	Approved	l lease he the ap	olders of the Golden Rain Foundation, within areas defined within the oproved lease, may perform the following safety and general
261 262 263	<u>6.1.</u>		ssue Items: Replace headlights, marker lights, taillights

(Aug 22) GOLDEN RAIN FOUNDATION Seal Beach, California

6.1.2. Replace broken mirrors6.1.3. Replace wiper blades

Page **7** of **8**

370-1487-1B GRF GRF

Recreational Vehicle Lot (RVL) – Rules and Regulations

266	6.1.4. Re	eplace cracked or broken windows
267	6.1.5. Re	epair or replace flat or damaged tires as approved by the RV Lot staff
268		eplace broken bay door latches/locks
269		ontain and mitigate any key fluid leaks
270		epair or replace damaged roof access ladders
271		epair or replace surge brakes on trailers
272	6.1.10.	Please check with the Recreation Department Head (RDH) for
273	any additio	nal safety issues not listed.
274	6.2. General Mainte	enance Items:
275	6.2.1.	Service or change out batteries that are easily accessible
276	6.2.2.	Caulk and seal all exterior seams (to prevent potential water
277		leaks/damage to interior of RV)
278	<u>6.2.3.</u>	Inspect and fill up of all fluids (usually performed before and after a
279		road trip)
280	<u>6.2.4.</u>	Change out or clean air filters only
281	<u>6.2.5.</u>	Repair or replace roof vents (cracked or broken vents may cause
282		water damage if not replaced)
283	<u>6.2.6.</u>	Replace broken or missing antennas
284	<u>6.2.7.</u>	Repair or replace power jack on trailers
285	<u>6.2.8.</u>	Repair or replace power cords
	Daarmant History	

Document History

Adopted: 23 Aug 22

Keywords: RV Recreational Maintenance

Vehicle





COMMITTEE ACTION REQUEST

DATE: APRIL 9, 2024

TO: MEMBER SERVICES COMMITTEE

FROM: ADMINISTRATION

ACTION: RESCIND 37-1487.02-1, RECREATIONAL VEHICLE LOT (RVL) – VEHICLE

MAINTENANCE

Background:

On February 27, 2018, the GRF Board of Directors moved to adopt policy 37-1487-.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance. This policy was last amended on April 26, 2022 with minor changes to include the addition on 1.10.

In an effort to facilitate the retrieval of Recreational Vehicle Lot policies for residents, Administration is recommending policy 37-1487.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance, be rescinded and its contents be placed in policy 70-1487-1B, Recreational Vehicle Lot (RVL) – Rules and Regulations.

Fiscal Impact:

No fiscal impact predicted.

Recommendation:

I move to recommend the GRF Board rescind policy 37-1429.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance.

Recreational Vehicle Lot (RVL) - Vehicle Maintenance



1 2 3

Approved lease holders of the Golden Rain Foundation, within areas defined within the terms of the approved lease, may perform the following safety and general maintenance:

4 5

1. **SAFETY ISSUE ITEMS:**

6 7

9

- **1.1.** Replace headlights, marker lights, taillights
- 8 **1.2.** Replace broken mirrors
 - 1.3. Replace wiper blades
- 10 **1.4.** Replace cracked or broken Windows
- 11 **1.5.** Repair or replace flat or damaged tires, as approved by the RV Lot staff
- 12 **1.6.** Replace broken bay door latches/locks
- 13 **1.7.** Contain and mitigate any key fluid leaks
 - **1.8.** Repair or replace damaged roof access ladders
- 15 **1.9.** Repair or replace surge brakes on trailers
 - **1.10.** Please check with the Recreation Department Head (RDH) for any additional safety issues not listed.

17 18 19

16

14

2. **GENERAL MAINTENANCE ITEMS:**

2021

24

- **2.1.** Service or change out batteries that are easily accessible
- 22 **2.2.** Caulk and seal all exterior seams (to prevent potential water leaks/damage to interior of RV)
 - 2.3. Inspect and fill up of all fluids (usually performed before and after a road trip)
- 25 **2.4.** Change out or clean air filters only
- 26 **2.5.** Repair or replace roof vents (cracked or broken vents may cause water damage if not replaced)
 - 2.6. Replace broken or missing antennas
 - 2.7. Repair or replace power jack on trailers
- 30 **2.8.** Repair or replace power cords

31

28

29

Document History

Adopted: 27 Feb 18 Amended: 23 Jul 19 Amended: 26 Apr 22

Keywords: RV Recreational Maintenance Rules Recreation

Vehicle



LEASE AGREEMENT – RV LOT

1 2 3 4		_	eement is made, between Golden Rain Foundation, a California Corporation erred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740
5 6	NAME:		
7		·	
8	Seal Reac	, <u>——</u> h. Са	. 90740 (hereinafter referred to as "LESSEE")
9	Ocal Deac	ii, Oa	1. 307 40 (Hereinatter referred to d3 LEGGEL)
10	Mailing ad	dress	s, if different
11			
12	ADDRESS	3:	7ID.
13	CITY, STA	TE. 2	ZIP:
14	- , -	,	
15	1.	OPI	ENING CLAUSES
16			
17	This	s Lea	se is made with reference to the following facts and objectives:
18			
19		a.	GRF is the owner (In Trust) of the premises which consists generally of a
20			5.5.1-acre parcel of real property- located at 13599 El Dorado Drive, Sea
21			Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the
22			County of Orange, State of California. LESSEE is willing to lease Space
23			on these premises from GRF pursuant to the provisions stated in
24			this Lease.
25			TI LEGGEE (M. 1. /O. MA/OLO
26		b.	The LESSEE (Member/Owner [M/O], Co-occupant, Qualified Permanen
27			Resident, or Renter/Lessee [R/L]) wishes to lease the above portion of the
28			premises for purposes of storing recreational vehicles, trailers and other
29			vehicles.
30 31		•	If a M/Ω subacquantly ranta their apartment, the M/Ω forfaits the right to
32		C.	If a M/O subsequently rents their apartment, the M/O forfeits the right to retain their space and must notify the Recreation Department (RD) and
33			remove their vehicle immediately.
34			Terriove their verifice infinediately.
35		d.	If an R/L has leased a space in the Recreational Vehicle Lot (RVL), the
36		u.	lease shall be terminated immediately upon termination of their tenancy in
37			the M/O's unit.
38			
39		e.	The M/O is ultimately responsible for the behavior and actions of their R/L
40		٠.	and will be held responsible for any fees, fines or disciplinary consequences
41			incurred by the R/L. See Policy 30-5093-1, Member Code of Conduct.
42			

____ (Initial here)

(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California

43

44 45

46 47 48

49 50

51

52 53 54

55 56

57 58

59 60

61 62 63

64

65

66 67

68

69

70 71

72

73 74

75 76

77

78

79 80

81

82 83

84

85



LEASE AGREEMENT – RV LOT

f. GRF and the LESSEE have examined the premises and are fully informed of its condition. LESSEE represents that, at the time of this Lease, the premises are in good order, repair, and in a safe and clean condition. 2. **PREMISES** GRF leases to LESSEE and LESSEE leases from GRF (Space _____) located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. 3. TERM The term of this Lease shall commence on ____ and ending, ____. 4. LEASE AMOUNT, TAXES, EXPENSES LESSEE shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, see 70-1487-2 for lease fees. ☐ 20 foot or less space: ☐ 21 foot to 30-foot space:

The first year's payment is payable ten (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 June 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.

b. Lot Access Devices (Clickers) and Trust property gate key

☐ 31 foot and above:

- i. Each LESSEE shall receive one (1) lot access clicker and one (1) gate key for a \$50 deposit.
- ii. Upon end of term of lease and/or cancelation of the lease by the LESSEE, upon returning the clicker and key to GRF, LESSEE shall receive a refund within ten (10) days of the Deposit.
- iii. Additional clicker and key (one allowed) will be provided for an additional \$50 deposit.
- iv. Lost or damaged clickers or keys will be replaced for \$25 eachoriginal deposit shall stand.

(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

- c. All payments shall be remitted to GRF at the address to which notices to GRF are given at Golden Rain Foundation, PO Box 2069, Seal Beach, California 90740 (Attention Accounting).
- d. GRF shall be responsible for all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I. Item 2 above.
 - i. In the event the County of Orange or the State of California increases the real property tax amount or levies a general or special assessment on the portion of the premises documented in Section II, that amount will be paid by GRF and the annual lease payment due under this Lease for the subsequent year will increase by the amount equal to Lessee's pro rata share of the increase or assessment.

5. <u>LIMITATIONS ON USE</u>

- a. LESSEE shall use the premises for the storage and service of recreational vehicles, trailers and other vehicles including all tow vehicles that must be registered in the Shareholders name and have a Leisure World Seal Beach address and in operable condition. All vehicles must be owned or co-owned by an Authorized Resident in good standing per the terms and conditions of the Trust Agreement, GRF Bylaws, Policies and Mutual Occupancy Agreement and may not be delinquent on any assessments or fines verified by the Stock Transfer office. LESSEE must be the principal user of the vehicle. All stored equipment will be legally licensed, insured and have a current, registered GRF decal. No vehicles shall a have a PNO (planned non-operation) status. No other uses may be made of these premises without the consent of GRF.
- b. LESSEE's use of the premises as provided in this Lease shall be in accordance with the following:
 - i. LESSEE shall not do, bring or keep anything in or about the premises that will cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
 - ii. If the rate of any insurance carried by GRF is increased as a result of the LESSEE's use, LESSEE shall pay to GRF at least ten (10) days before the date GRF is obligated to pay a premium on the insurance within ten (10) days after GRF delivers to LESSEE a certified statement from GRF's insurance carrier stating that the rate increase was caused solely by an activity of LESSEE on the premises as permitted in this Lease, whichever

____ (Initial here)



LEASE AGREEMENT – RV LOT

128 129		date is later, the sum equal to the difference between the original premium and the increase in the premium.
130 131 132 133 134	iii.	LESSEE shall comply with all of the applicable GRF policies and rules concerning the premises and LESSEE's use of the premises, including with limitation, the obligation at LESSEE's cost to alter, maintain or restore the premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the premises during the term.
135 136 137 138 139	iv.	In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste, the parties hereby agree to amend any and all terms of this Lease Agreement without any cancellation notice required.
140 141 142	V.	LESSEE shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property.
143 144 145 146 147	vi.	Security will provide stickers, which must be clearly posted on all vehicles parked on the premises. All vehicles' owners must show proof of a valid GRF ID card, valid driver's license, liability insurance and vehicle registration (in GRF Member's name) to be eligible to lease a space in the lot.
148 149	vii.	LESSEE is required to keep the area surrounding the premises clean and free of clutter and debris at all times.
150 151	viii.	No hazardous materials are to be disposed of in the RV Storage Lot or anywhere on the premises.
152 153	ix.	LESSEE is not permitted to conduct any commercial enterprise on the premises.
154	х.	One (1) space can be assigned to any LWSB address.
155 156	xi.	LESSEE shall not allow any vehicles to be washed on the premises, except in the GRF wash facility.
157 158	xii.	RV's and all stored vehicles must be driven or towed out of the storage lot at least once a year.
159 160	xiii.	No living, overnight sleeping, or cooking in the premises is permitted at any time.
161 162	xiv.	Vehicles will be kept in good running order with no flat tires. Lessee shall have 30 days to repair, fix or remove vehicle in need of repair.
163 164 165 166 167 168	XV.	Change of ownership on any vehicle does not guarantee a space on the premises. The new owner must request permission to enter into a new lease with GRF and he/she will move to the end of any waiting list.

____ (Initial here)

(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

LESSEE shall be liable for any damage to the premises resulting from the

LESSEE shall not make any alterations to the premises without GRF's written

Any alterations made shall remain on and be surrendered with the premises

on expiration or termination of the term, except that 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 condition designated by GRF in

If LESSEE is to make any alterations to the premises as provided in this Section, the alterations shall not be commenced until seven (7) days after

GRF 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

LESSEE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. LESSEE shall keep the premises, including

improvements and land in which the premises are a part, free and clear of all mechanic's

liens resulting from construction done by or for the LESSEE. LESSEE shall have the

right to contest the correctness or the validity of any such lien, if immediately on demand

by GRF, LESSEE procures and records a lien release bond issued by a corporation

authorized to issue surety bonds in California in an amount equal to one and one-half

The bond shall meet the requirements of Civil Code Section 3143 shall provide for the

payment of any sum that the claimant may recover on the claim, together with costs of

6. MAINTENANCE

b.

C.

consent.

MECHANIC'S LIENS

suit, if it recovers in the action.

(1-1/2) times the amount of the claim of lien.

170 171 172

169

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.

acts of omissions of LESSEE or its authorized representatives.

GRF shall maintain the premises.

its election before the last day of the term.

an appropriate notice of non-responsibility.

173

174 175

176 177

178 179

190 191 194

197 198

203

209 210

184

189

192 193

195 196

204 205 206

207 208

211

(Initial here) (Apr 22)

7.

GOLDEN RAIN FOUNDATION Seal Beach, California

212

213

214

215

216

217

218

219

220

221 222

223224

225226

227

228

229 230

231232

233

234

235236237

238

239240

241242

243

244

245

246247

248249

250

251

252253

254255



LEASE AGREEMENT – RV LOT

8. <u>UTILITIES AND SERVICES</u>

- a. LESSOR shall make all arrangements for and pay for all utilities and services furnished to or used by LESSEE, including without limitation, sewer and telephone service, except for those utilities and services GRF is to furnish to the premises as set forth in the following paragraph.
- b. GRF shall furnish electricity, water and trash service for the premises.
- c. GRF shall not be liable for failure to furnish water to the premises when the failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take all reasonable steps to restore the interrupted water services.

9. INDEMNITY AND EXCULPATION, INSURANCE

- a. GRF shall not be liable to LESSEE for any damages to LESSEE or LESSEE'S property from any cause. LESSEE waives all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to LEESSE for damage resulting from the negligent acts or omissions of GRF or its authorized representatives.
- b. LESSEE shall indemnify, defend, and hold GRF and its agents, authorized representative, directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney fees and costs arising out of any such damage.
- LESSEE shall pay the premiums for maintaining any insurance required by this Lease.

10. 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 person or entity to occupy or use all or any part of the premises. Any assignment, encumbrance, or sublease with 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. No interest of LESSEE in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
 - If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which LESSEE is the bankrupt.

____ (Initial here)

(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

- 256
- 257 258
- 260 261 262 263
- 265 266 267

272

273 277

287

293

297

259

264

274 275 276

278

279

284 285 286

288 289 290

291 292

294 295

296

(Apr 22)

(Initial here)

- ii. If a writ of attachment or execution is levied on this Lease.
- iii. If, in any proceeding or action in which LESSEE is a party, a Receiver is appointed with authority to take possession of the property.
- An involuntary assignment shall constitute a default by LESSEE and GRF C. shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of LESSEE.

11. DEFAULT

- a. The occurrence of any of the following shall constitute a default by LESSEE:
 - i. Failure to pay monies when due.
 - ii. Failure to maintain required insurance and vehicle registration.
 - iii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after 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 Lease if LESSEE commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
- b. Notice, as given under this paragraph, shall specify the alleged default in the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the monies that is in arrears, as the case may be, within the applicable period of time, or quit 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 C. remedies are not exclusive; they are cumulative in. addition to any remedies now or later allowed by law:
 - i. GRF can terminate LESSEE's rightful possession of the premises at any time with thirty (30) days' notice. No act by GRF, other than giving notice to LESSEE, shall terminate this Lease. Acts of maintenance, efforts to relet the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of LESSEE's right to possession. On termination. GRF has the right to recover from LESSEE:

Page 7 of 10

1. The worth, at the time of the award of the unpaid monies that had been earned at the time of termination of this Lease.

GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

- 2. The worth, at the time of the award of the amount by which the unpaid monies that would have been earned after the date of termination of this Lease, until the time of award exceeds the amount of the loss of monies that LESSEE proves could have been reasonably avoided.
- The worth, at the time of the award of the amount by which the unpaid monies for the balance of the term after the time of award exceeds the amount of the loss of monies that LESSEE provides could have been reasonably avoided; and
- 4. Any other amount and court costs necessary to compensate GRF for all detriment proximately caused by LESSEE's default.
- d. GRF, at any time after LESSEE commits a default, can cure the default at LESSEE'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 by GRF shall be due immediately from LESSEE to GRF at the time the sum is paid and, if paid at a later date, shall bear interest at the rate of 5 percent (5%) per annum from the date the sum is paid.

12. NOTICE

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 first class mail. 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 in the introductory paragraph of this Lease. 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 paragraph.

13. WAIVER

- a. 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.
- b. 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.
- c. Any waiver by GRF or 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 Lease.

____ (Initial here)

(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California

LEASE AGREEMENT – RV LOT

14. ATTORNEYS' FEES

If either Party commences an action against the other party arising out of, or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

15. MISCELLANEOUS

- a. Entire Agreement. This Lease Agreement and GRF policies and rules sets forth the entire agreement of the parties with respect to the subject matter of this Lease Agreement and supersedes all prior agreements or understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.
- b. Construction. This Lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.
- c. Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this Lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease Agreement transmitted electronically shall have the same force and effect as original signatures.
- d. Authority to Enter Agreement. This Lease Agreement is the result of armslength negotiations. Each signatory to this Lease Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Lease Agreement.

____ (Initial here)

(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

385 386 387 388 389	GOLD	EN RAIN FOUNDA	ATION	RV LOT - LESSEE			
389 390 391 392	President	(Signature)		Shareholder (Signature)			
394 395 396	Print		Print				
392 393 394 395 396 397 398 399 400	P.O. Box			Date			
400 401 402 403 404 405		ch, CA. 90740 ments:		Mailing Address			
406 407 408 409 410	 70-1487-1B Recreational Vehicle Lot (RVL)- Rules and Regulations 70-1487.02-1 Recreational Vehicle Lot (RVL)- Vehicle Maintenance 70-1487-2 Recreation Vehicle Lot (RVL)- Schedule of Fees and Monetary Fines 						
710	Document History						
	Reviewed:	23 Dec 20	Amended:	26 Apr 22			
411	Keywords:	Lease Agreement	RV Lot	Recreation			

____ (Initial here)

(Apr 22)



COMMITTEE ACTION REQUEST

DATE: APRIL 9, 2024

TO: MEMBER SERVICES FROM: ADMINISTRATION

ACTION: REVIEW 37-1412.02-1, SMOKING PROHIBITION

Background:

On November 24, 2020, the GRF Board moved to amend policy 37-1412.02-1. Since then, 37-1412.02-1 has not be reviewed.

Administration recommends updating policy 37-1412.02-1 to include minor grammatical changes and renumbering it as 37-1412-1.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend the GRF Board amend 37-1412.02-1, Smoking Prohibition, renumbering it as 37-1412-1.

GRF GOIGH RAIN FOUNDATION

Smoking Prohibition

Smoking refers to inhaling, exhaling, burning, or carrying of any lighted or heated tobacco/marijuana product, as well as non-tobacco smoking substances and smoking instruments.

3 4 5

1 2

1. Smoking is prohibited in all GRF amenities.

6 7

> 8 9

2. Smoking is prohibited in all Trust buildings and within twenty (20) feet of all Trust Buildings.

10 11 12 3. Smoking* or other use of tobacco and/or marijuana products (included, but not limited to, cigarettes, e-cigarettes/vaping, pipes, cigars, hookahs, snuff, all forms of smokeless tobacco or chewing tobacco) is not permitted.

13 14

Document History

Adopted:	18 Sept 84	Amended:	16 Apr 91	Amended:	20 Dec 94
Amended:	20 Jan 98	Amended:	16 Oct 01	Amended:	28 Jul 06
Amended:	18 Sep 07	Amended:	25 Nov 14	Amended:	24 May 16
Amended:	21 Jun 16	Reviewed:	02 Aug 17	Amended:	23 Jul 19

Amended: 24 Nov 20

Keywords: Recreation Smoking





COMMITTEE ACTION REQUEST

DATE: APRIL 9, 2024

TO: MEMBER SERVICES COMMITTEE

FROM: ADMINISTRATION

ACTION: RESCIND 37-1449-1, CALIFORNIA COVID ACTION LEVELS

Background:

At its February 13, 2024 meeting, the Member Services Committee moved recommend the GRF Board rescind all COVID-19 Emergency Operational Rules. The GRF Board rescinded all Emergency Operational Rules at their February 27, 2024 meeting.

Administration recommends that the Member Services rescind 37-1449-1, California COVID Action Levels.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend that GRF Board rescind policy 37-1449-1, California COVID Action Levels.

California COVID Action Levels



2.3.

This document sets out the criteria and related evaluation tools to determine the opening and closing of Golden Rain Foundation (GRF) Trust properties in response to the change of Covid 19 conditions.

2. CALIFORNIA COVID ACTION LEVELS

2.1. Purple <u>Widespread</u> (Stay home lockdown)

2.2. Purple <u>Widespread</u>

<u>Substantial</u>

2.4. Orange <u>Moderate</u>

2.5. Yellow <u>Minimal</u>

Red

 2.6. The County must remain at lower tier statistics for 3 consecutive weeks before being changed to lower level.

3. GRF CRITERIA FOR CHANGE OF TRUST PROPERTY USAGE

3.1. Our urban location is surrounded by 3 large counties with tier ratings. GRF may consider its rating judgements based on the status of those 3 counties (Los Angeles, Riverside and San Bernardino) plus that of Orange County.

 3.2. Many of our employees, vendors and Authorized Resident's relatives and friends reside and work in those counties.

 3.3. GRF will operate on the basis that moving to a lower level requires that 3 of the 4 counties are also on a lower level.

3.3.1. GRF **must** remain at the Orange county level as a minimum.

4. <u>HIGHEST EMERGENCY: PURPLE LEVEL (Stay at Home – Lockdown)</u>

4.1. GRF closes all Trust properties for recreational use. (Café, Mini-farms and RV Lot open with no staff support).

 4.2. Only Security, Maintenance for plumbing and electrical emergencies, minimal Administration staffing. Some services may be provided via Zoom.

Page 1 of 2

4.3. Masks must be worn by all staff.4.4. Social distancing must be observed.

4.5. Masks must be worn when approaching any GRF employee.

(Apr 21)

MEMBER SERVICES

California COVID Action Levels



38	5.	HIGHEST EMERGENCY: PURPLE LEVEL (MINIMAL OPENING FOR URGENT
39		NEEDS)

40 41

- **5.1.** GRF closes most Trust properties for recreational use.
- 5.2. Only Security, Maintenance for plumbing and electrical emergencies, minimal Administration staffing. Some services may be provided via Zoom.
- **5.3.** Masks must be worn by all staff.
 - **5.4.** Social distancing must be observed.
 - **5.5.** Masks must be worn when approaching any GRF employee.

46 47

45

6. PHASE ONE: RED LEVEL

48 49 50

- **6.1.** GRF may open Trust properties with Phase One procedures.
- 51 **6.2.** Masks must be worn when approaching any GRF employee.
- 52 **6.3.** Social distancing must be observed.
- 53 **6.4.** Masks must be worn as noted in procedures.

54 55

7. PHASE TWO: ORANGE LEVEL

56 57

- **7.1.** GRF may open Trust properties with Phase Two procedures.
- **7.2.** Masks must be worn when approaching any GRF employee.
- 59 **7.3.** Social distancing must be observed.
 - **7.4.** Masks must be worn as noted in procedures.

60 61 62

8. PHASE THREE: YELLOW LEVEL

63 64

65

- **8.1.** GRF may open Trust properties with Phase Three procedures.
- **8.2.** Masks must be worn when approaching any GRF employee.
- 66 **8.3.** Social distancing must be observed.
- 67 **8.4.** Masks must be worn as noted in procedures.

68

Document History

Adopted: 05 April 21

Keywords: COVID Criteria Levels Recreation