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## FINANCE COMMITTEE

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### **Agenda**

Administration Conference Room  
Monday, November 18, 2019  
9:00 a.m.

- 1. Call to Order/Pledge of Allegiance**
- 2. Roll Call/Notice of Quorum**
- 3. Chairs Announcements**
  - a. Introduction of Guests and Staff
    - Linda Stone, GRF President
    - Randy Ankeny, Executive Director
    - Carolyn Miller, Director of Finance
    - Julie Rodgers, Purchasing Manager
    - Corina Mancilla, Recording Secretary
  - b. Rules of Order
  - c. Chairs Report
    - i. Investment Report (Dan Carlson, CFP – US Bancorp Investments, Inc.) (pp. 1-3)
- 4. Shareholder/Member Comments** (*Limited to 3 minutes per person*)
- 5. Approval of Minutes**
  - a. Minutes of Regular Meeting, October 14, 2019 (pp. 4-10)
- 6. Correspondence (N/A)**
- 7. Staff Reports**
  - a. Purchasing Manager (pp. 11-16)
  - b. Finance Director (pp. 17-22)
  - c. Executive Director
- 8. Subcommittee Reports (N/A)**
- 9. Financials**
  - a. Accept Month of October 2019 Financial Statements for Audit (pp. 23-28)
- 10. Unfinished Business**
  - a. GRF Board Goals – Discussion Only (pp. 29-30)
  - b. Contract Resales Office (pp. 31-32)

## **11. New Business**

- a. Investment Ladder
  - i. Reserve Funds Review (pp. 33-34)
  - ii. Capital Funds Investments Purchase (pp. 35-36)
- b. Approve 2019/2020 Master Insurance Policy Renewal (pp. 37-39)
- c. Exclusive Use of Trust Property – Annual Lease Agreements (pp. 40-45)
  - i. Genealogy Club (pp. 46-51)
  - ii. Historical Society (pp. 52-57)
  - iii. Rolling Thunder (pp. 58-65)
  - iv. LW Theater Club (pp. 66-72)
  - v. Video Producers Club (pp. 73-79)
  - vi. Mutual Eight (pp. 80-84)
- d. Request for Fee Waiver
  - i. 111819.CGM1 (pp. 85-86)
  - ii. 111819.DHM4 (pp. 87-88)
- e. Capital Funding Request
  - i. Restaurant/Bar – Feasibility Study (p. 89)
  - ii. Fitness Center Consultant (pp. 90-93)
  - iii. RV Lot Aisle/End Marker Replacement (pp. 94-95)
- f. Reserve Funding Request
  - i. Main Gate LED Lights (pp. 96-97)
  - ii. Clubhouse Three – Lobby Door Replacement (pp. 98-99)

## **12. Governing Documents**

- a. Adopt
- b. Amend
- c. Rescind
- d. Review

## **13. Future agenda items**

## **14. President's Comments**

## **15. Next Meeting**

Monday, December 16, 2019 – 9:00 a.m.  
Administration Conference Room

## **16. Adjournment**

October 30, 2019

## Third rate cut a charm?

### Fed shifts to steady-rate bias

The U.S. Federal Reserve (Fed) reduced its target policy rate (“fed funds rate”) range by 0.25 percent today following its scheduled two-day meeting. Economist surveys and interest rate market prices anticipated the change. Both Fed Chairman Jerome Powell’s press conference and the official statement implied (and we expect) the Fed will hold rates steady in December while retaining the option to cut rates further if conditions deteriorate. Their preference is likely to await confirmation that this and two earlier interest rate cuts starting in July are enough to halt slowing economic trends. Market expectations for future cuts have fallen and imply another 0.25 percent cut by the end of 2020 as opposed to recent expectations for multiple cuts. This structure equates to high odds of no further cuts and low odds of multiple additional cuts in the event of further economic weakness. Stocks gained slightly on the Chairman Powell’s comment that inflation would need to rise significantly before the Fed considers raising rates to address inflation concerns. Short-term bond yields, which move inversely with prices, fell slightly.

Investors focused on the formal statement and Chairman Powell’s press conference as the Fed provided no updates to economic projections, and bond markets had already priced in today’s cut. Both the statement and press conference implied holding rates steady is the likeliest path forward for now. Powell stated, “we see the current stance of monetary policy as likely to remain appropriate.” The official statement replaced the phrase “the committee ... will act as appropriate to sustain the expansion” with the more benign phrase, “the committee ... will assess the appropriate path of ... rate[s].” Two members voted against the rate cut, reminding investors the Fed remains divided on the appropriate balance between insurance against future uncertainty versus monitoring trailing data. Market expectations now more closely align with Fed signals, removing a potential catalyst for market volatility in coming weeks.

Several factors have contributed to a disruption in short-term borrowing rates between institutions beginning in September. The Fed initially responded with overnight and two-week loan programs, then began buying Treasury bills to inject cash into markets in October. Chairman Powell has continued to downplay the Fed’s Treasury bill purchases as a technical change rather than monetary stimulus. We reaffirm our belief that the liquidity shortage does not foretell more substantive issues.

We remain focused on the trend in domestic and international economic data. We track hundreds of economic data points across the globe via our proprietary “Health Check” monitor, which indicates the global

economy is on a path of a re-synchronized slowdown. The rest of the world is slowing and the U.S. economy, which had been outperforming, has consolidated with the rest of the world. However, odds of a recession, while rising, remain modest globally and subdued for the United States. We also see signs that momentum could be bottoming, indicating the worst of the slowdown may be over. Central banks outside the U.S. are beginning to slow their pace of interest rate cuts after slashing rates at the fastest pace since the financial crisis during the third quarter.

We maintain our balanced assessment of risks between stocks and bonds, which is guiding our recommendation to hold stock and bond allocations close to long-term strategic target allocations. This reflects higher levels of volatility across global equity markets and lower bond yields in the United States relative to year-ago levels. We recommend high-quality bonds comprise the majority of bond portfolios to provide adequate portfolio diversification against riskier holdings.

As always, we value your trust and are here to help in any way we can. Please do not hesitate to let us know if we can help address your unique financial situation or be of assistance.

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Based on our strategic approach to creating diversified portfolios, guidelines are in place concerning the construction of portfolios and how investments should be allocated to specific asset classes based on client goals, objectives and tolerance for risk. Not all recommended asset classes will be suitable for every portfolio. Diversification and asset allocation do not guarantee returns or protect against losses.

Past performance is no guarantee of future results. All performance data, while obtained from sources deemed to be reliable, are not guaranteed for accuracy. Indexes shown are unmanaged and are not available for direct investment. The S&P 500 Index consists of 500 widely traded stocks that are considered to represent the performance of the U.S. stock market in general.

Equity securities are subject to stock market fluctuations that occur in response to economic and business developments. International investing involves special risks, including foreign taxation, currency risks, risks associated with possible differences in financial standards and other risks associated with future political and economic developments. Investing in emerging markets may involve greater risks than investing in more developed countries. In addition, concentration of investments in a single region may result in greater volatility. Investing in fixed income securities are subject to various risks, including changes in interest rates, credit quality, market valuations, liquidity, prepayments, early redemption, corporate events, tax ramifications and other factors. Investment in debt securities typically decrease in value when interest rates rise. This risk is usually greater for longer-term debt securities. Investments in lower-rated and non-rated securities present a greater risk of loss to principal and interest than higher-rated securities. Investments in high yield bonds offer the potential for high current income and attractive total return, but involve certain risks. Changes in economic conditions or other circumstances may adversely affect a bond issuer's ability to make principal and interest payments. The municipal bond market is volatile and can be significantly affected by adverse tax, legislative or political changes and the financial condition of the issues of municipal securities. Interest rate increases can cause the price of a bond to decrease. Income on municipal bonds is free from federal taxes, but may be subject to the federal alternative minimum tax (AMT), state and local taxes. There are special risks associated with investments in real assets such as commodities and real estate securities. For commodities, risks may include market price fluctuations, regulatory changes, interest rate changes, credit risk, economic changes and the impact of adverse political or financial factors. Investments in real estate securities can be subject to fluctuations in the value of the underlying properties, the effect of economic conditions on real estate values, changes in interest rates and risks related to renting properties (such as rental defaults).

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## **FINANCE COMMITTEE MINUTES**

**October 14, 2019**

The meeting of the Finance Committee was held on Monday, October 14, 2019 and was called to order at 9:00 a.m. by Chair Winkler, in the Administration Conference Room B, followed by the Pledge of Allegiance.

### **ROLL CALL**

Present: Ms. R. Winkler, Chair                      Mr. P. Pratt  
              Mr. P. Friedman, Vice Chair        Ms. K. Rapp  
              Mr. T. Dodero                                Ms. L. Stone, Ex-Officio  
              Mr. N. Massetti

Absent: Mr. B. Lukoff

Staff and Guests: Mr. R. Ankeny, Executive Director  
                          Ms. C. Miller, Director of Finance arrived at 9:30 a.m.  
                          Ms. J. Rodgers, Purchasing Manager  
                          Mrs. C. Mancilla, Recording Secretary  
                          Ms. P. Snowden, GRF Representative, Mutual Two  
                          Three Shareholders/Members

Chair Winkler greeted and welcomed everyone to the Finance Committee meeting and introduced Foundation members, guests and staff.

### **CHAIR'S ANNOUNCEMENTS**

Chair Winkler welcomed the Committee members, guests and staff, including GRF President Linda Stone; Executive Director Randy Ankeny; Purchasing Manager Julie Rodgers and Recording Secretary Corina Mancilla.

### **SHAREHOLDER COMMENTS**

No Shareholder/Member spoke at the time of the meeting.

### **APPROVAL OF MINUTES**

The minutes of the September 16, 2019, regular meeting were accepted, as presented.

### **CORRESPONDENCE**

There was no correspondence at the time of the meeting.

**STAFF REPORTS****Purchasing Manager**

The Purchasing Manager provided the monthly report, as presented in the agenda packet.

**Finance Director**

The Finance Director provided her monthly financial reports, as presented in the agenda packet.

After a brief discussion, Ms. Rapp MOTIONED, seconded by Mr. Dodero and carried unanimously by the Committee members present–

**TO** authorize the Finance Director, write off \$3,933.86 of uncollectible News advertiser accounts.

**Executive Director**

The Executive Director provided information and updates throughout the meeting.

**SUBCOMMITTEE REPORTS (N/A)****FINANCIALS**

In the absence of the Finance Director, the Executive Director reviewed the Financials for the month of September. After a brief discussion, Mr. Pratt MOTIONED, seconded by Mr. Friedman and carried unanimously by the Committee members present–

**TO** accept for audit and forward to the GRF Board the financial statements for period ending September 2019, as presented by the Director of Finance and as reviewed by the Finance Committee.

**UNFINISHED BUSINESS****GRF Goals – Discussion Only**

The Executive Director discussed the GRF Goals. No action was taken.

**Resales Office Contract – Discussion Only**

The Executive Director provided updated information on the Resales Office Contract.

**NEW BUSINESS****Investments Ladder**

i. Reserve Funds Transfer

After a brief discussion, Ms. Rapp MOTIONED, seconded by Mr. Massetti and carried unanimously by the Committee members present–

**TO** recommend the GRF Board authorize the transfer of \$350,000 of reserve funds from US Bank to Morgan Stanley, following the maturity of a \$245,000 CD on November 26, 2019, for the purposes of maximizing insured funds and to invest with Morgan Stanley.

ii. Reserve Funds Investments Purchase

After a brief discussion, Ms. Rapp MOTIONED, seconded by Mr. Massetti and carried unanimously by the Committee members present–

**TO** recommend the GRF Board authorize the purchase of brokered CDs from Morgan Stanley totaling \$350,000 of reserve funds, all with a term not to exceed twenty-four (24) months at brokerage discretion, at the prevailing interest rates at the time of purchase.

iii. Capital Funds Investments Purchase

After a brief discussion, Ms. Rapp MOTIONED, seconded by Mr. Pratt and carried unanimously by the Committee members present–

**TO** recommend the GRF Board authorize the purchase of brokered CDs from US Bancorp totaling \$400,000 of capital funds, with a term not to exceed twenty-four (24) months at brokerage discretion, at the prevailing interest rates at the time of purchase.

Acceptance of the Reserve Study for Budget Year 2020

After a brief discussion, Mr. Friedman MOTIONED, seconded by Ms. Rapp–

**TO** recommend the GRF Board accept the Reserve Study for the year 2020 budget.

The motion passed with two no votes (Massetti, Dodero) and one abstention (Pratt) .

Acceptance of the 2020 Annual Budget Disclosure and Policy Statement

After a brief discussion, Mr. Friedman MOTIONED, seconded by Ms. Rapp and carried unanimously by the Committee members present–

**TO** recommend the GRF Board accept the 2020 Annual Budget Disclosure and Policy Statement.

Exclusive Use of Trust Property

i. Rolling Thunder

It was consensus of the Committee to address this agenda item at the next scheduled meeting. No Action was taken pending a meeting with the Executive Director and Rolling Thunder.

Exclusive Use of Trust Property – Annual Lease agreements

- i. Friends of the Library
- ii. Golden Age Foundation
- iii. Radio Club
- iv. Trailer Club

After a brief discussion, Mr. Dodero MOTIONED, seconded by Mr. Friedman and carried unanimously by the Committee members present–

**TO** recommend the GRF Board approve the renewal of the following lease agreements, as presented:

- Friends of the LW Library
- Golden Age Foundation
- Radio Club
- LW Trailer Club

Capital Funding Request – Clubhouse Four – Ceramics, Art and Lapidary Rooms

After a brief discussion, Mr. Dodero MOTIONED, seconded by Mr. Massetti and carried unanimously by the Committee members present–

**TO** recommend the GRF Board allocate Capital funding, for upgrades and betterments for Clubhouse Four at the Ceramics, Art and Lapidary Rooms, in an amount not to exceed \$30,020 and forward this request to the GRF Board of Directors.

Capital Funding Request – Clubhouse Six – Ambulance Room

After a brief discussion, Mr. Pratt MOTIONED, seconded by Mr. Dodero and carried unanimously by the Committee members present–

**TO** recommend the GRF Board allocate additional Reserve funding, for the replacement of flooring, in the ambulance room in Clubhouse Six, in an amount not to exceed \$1,419, and forward this request to the GRF Board of Directors.

Capital Funding Request – 1.8 Acres, Gate Replacement

After a brief discussion, Mr. Massetti MOTIONED, seconded by Ms. Rapp and carried unanimously by the Committee members present–

**TO** recommend the GRF Board allocate Reserve funding, for the replacement of two gates at 1.8 acres area, in an amount not to exceed \$18,000, and forward this request to the GRF Board of Directors.

Operating Funding Request – Clubhouse Six – HVAC Investigation

After a brief discussion, Ms. Rapp MOTIONED, seconded by Mr. Friedman and carried unanimously by the Committee members present–

**TO** recommend the GRF Board allocate Operating funding, for the investigation and possible modification for proper operation of the HVAC system in Clubhouse Six, in an amount not to exceed \$5,000, and forward this request to the GRF Board of Directors, contingent upon receipt of the contract.

Reserve Funding Request – Amphitheater, Blind Replacement

After a brief discussion, Mr. Friedman MOTIONED, seconded by Mr. Massetti and carried unanimously by the Committee members present–

**TO** recommend the GRF Board allocate Reserve funding, for blind replacements, for the Amphitheater in all the upper office spaces and in the Clubhouse Two cardroom, in an amount not to exceed \$1,106, and forward this request to the GRF Board of Directors.

Reserve Funding Request – Clubhouse Six, Heat Pump Replacement Unit Two

After a brief discussion, Mr. Massetti MOTIONED, seconded by Ms. Rapp and carried unanimously by the Committee members present–

**TO** recommend the GRF Board allocate Reserve funding, for the removal and replacement of heat pump unit # 2 in Clubhouse Six, in an amount not to exceed \$8,800, and forward this request to the GRF Board of Directors.

Chair Winkler called in for a fifteen-minute break at 10:45 a.m.

Ms. Winkler was excused at 10:45 a.m.

**GOVERNING DOCUMENTS****Amend 40-5115-3, Finance Committee Charter**

After a brief discussion, Ms. Rapp MOTIONED, seconded by Mr. Pratt and carried unanimously by the Committee members present–

**TO** recommend the GRF BOD amend 40-5115-3, Finance Committee Charter, as presented.

**Amend 40-2115-1, Copy and Supply Center Services**

After a brief discussion, Ms. Rapp MOTIONED, seconded by Mr. Pratt and carried unanimously by the Committee members present–

**TO** recommend the GRF BOD amend 40-2115-1, Copy and Supply Center Services, as presented.

**Amend 40-2115-2, Copy and Supply Center Fees**

After a brief discussion, Ms. Rapp MOTIONED, seconded by Mr. Dodero and carried unanimously by the Committee members present–

**TO** recommend the GRF BOD amend 40-2115-2, Copy and Supply Center Fees, as presented.

**Amend 40-3324-2, Purchasing Fees**

After a brief discussion, Mr. Dodero MOTIONED, seconded by Mr. Massetti and carried unanimously by the Committee members present–

**TO** recommend the GRF BOD amend 40-3324-2, Purchasing Fees, as presented.

**Review 40-5516-3, Committee Non-Budgeted Expenses**

After a brief discussion, Mr. Dodero MOTIONED, seconded by Ms. Rapp and carried unanimously by the Committee members present–

**TO** amend 40-5516-3, Committee Non-Budgeted Expenses, by making a change on the document number (40-5516-1).

**Review 40-5061-2, Fees**

After a brief discussion, Ms. Rapp MOTIONED, seconded by Mr. Dodero and carried unanimously by the Committee members present–

**TO** accept 40-5061-2, Fees, as presented.

**FUTURE AGENDA ITEMS**

The Committee concurred to add as future agenda items:

- Reserve Study
- Lottery Machine
- Rolling Thunder
- CLA Financial Control Audit

**PRESIDENT’S COMMENTS**

The President commented on the items pertaining to the Committee’s area of purview throughout the meeting.

**ADJOURNMENT**

Chair Winkler adjourned the meeting at 11:10 a.m.

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Ronde Winkler, Chair  
FINANCE COMMITTEE

cm 10.14.19

DRAFT

Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Purchasing Manager's Report

Budget Variance Report:

Acct #	Description	Y-T-D Actual	Y-T-D Budget	Budget Variance
Expenses - Purchasing				
6100000 432	Salaries & Wages - Purchasing	127,931	164,068	36,137
6140000 432	Employment Taxes - Purchasing	10,046	12,971	2,925
6142000 432	Workers' Compensation - Purchasing	5,742	6,503	761
6143000 432	Group Insurance - Medical - Purchasing	18,016	24,160	6,144
6143300 432	Group Insurance - Dental - Purchasing	275	350	75
6143500 432	Group Insurance - Vision - Purchasing	245	310	65
6144000 432	401(k) Match - Purchasing	3,445	4,984	1,540
6145000 432	Group Insurance - Life - Purchasing	571	740	169
6146000 432	Long Term Disability Insurance - Purchas	456	870	414
6211000 432	Continuing Education - Purchasing	200	500	300
6213100 432	Agency / Independent Contractor Fees - P	57,920	0	(57,920)
6214000 432	Meals & Special Events - Purchasing	210	150	(60)
6215000 432	Mileage - Purchasing	0	50	50
6217000 432	Uniforms & Laundry - Purchasing	923	2,000	1,077
6410000 432	Office Supplies - Purchasing	341	500	159
6410005 432	Building Supplies - Purchasing	35	300	265
6410010 432	Hospitality - Purchasing	298	465	167
6410015 432	Computer Supplies - Purchasing	305	800	495
6410020 432	Equipment Expense - Purchasing	68	800	732
6410030 432	Printer / Copier Supplies - Purchasing	345	670	325
6411000 432	Freight & Handling - Purchasing	4,982	4,000	(982)
6411001 432	Inventory Price Variances - Purchases	669	0	(669)
6415000 432	Materials Pass-Thru - Purchasing	31,493	0	(31,493)
6435100 432	Bank Service Fees - Purchasing	929	1,000	71
6444000 432	Equipment Rental - Purchasing	1,799	1,270	(529)
6471000 432	Building Repair & Maintenance - Purchasi	2,362	300	(2,062)
6472000 432	Equipment Repair & Maintenance - Purchas	2,737	500	(2,237)
6478000 432	Service Contracts - Purchasing	235	250	15
6482000 432	Dues, Memberships & Books - Purchasing	189	235	46
6491000 432	Miscellaneous Writeoffs - Purchasing	2,088	0	(2,088)
6911500 432	Inventory Over / Short - Purchasing	3,329	1,666	(1,663)
6911505 432	Obsolete Inventory Adjustment - Purchasi	1,000	1,000	0
	Total Expenses	279,187	231,412	(47,775)
Other Cost Recovery				
5380320 432	Purchasing Processing Recovery - Purchas	61,038	15,000	46,038
5385000 432	Other Income - Purchasing	239	0	239
5540000 432	Discounts Earned - Purchasing	8,864	0	8,864
5990000 432	Materials Recovery - Purchasing	31,479	0	31,479
	Total Other Cost Recovery	101,620	15,000	86,620
5330000 432	Income / Refund from Mutuals - Purchasin	215,170	215,170	0
	Total Cost Recovery	316,790	230,170	86,620
Off Budget Items				
	Net Income / (Expense)	37,603	(1,242)	38,845

Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Purchasing Manager's Report

Cost center 432 is favorable to budget a total of \$38,845 YTD. Notable variances are:

**Budget Variance Report - October 2019**

**Purchasing - CC 432**

<u>GL Code</u>	<u>Account Description</u>	<u>Variance</u>	<u>Explanation</u>
6100000	Salaries & Wages	\$ 36,137	Favorable - Open positions
6140000	Employment Taxes	\$ 2,925	Favorable - Open positions
614XXXX	Employee Related Exp	\$ 9,168	Favorable - Open positions
6213100	Temp Agency Fees	\$ (57,920)	Unfavorable - Net result of charges to labor (incl. taxes, benefits and misc) versus agency fees is unfavorable to budget \$9690. Temporary coverage for one open
6471000	Building Repair & Maint	\$ (2,062)	Unfavorable - Safety Repairs needed to support new lock-up procedures
6491000	Misc Writeoffs - Purchasing	\$ (2,088)	Unfavorable - Order delivered was not completed, we were not notified in time to initiate a freight claim, new order had to be placed.
6911500	Inventory Over/Short	\$ (1,663)	Unfavorable - Inventory count correction done to write-off missing items from shed. Shed is now always locked to prevent additional count discrepancies
5380320	Purchasing Processing Recovery	\$ 46,038	Favorable - Recovery increased to 5%
5540000	Discounts Earned - Purchasing	\$ 8,864	Favorable - Discounts earned through strategic buying
	<b>Total Explained Variances</b>	<b>\$ 39,399</b>	<b>of \$38,845</b>

Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Purchasing Manager's Report

Acct #	Description	Y-T-D Actual	Y-T-D Budget	Budget Variance
Expenses - Copy & Supply Center				
6100000 544	Salaries & Wages - Copy & Supply Center	63,314	60,908	(2,406)
6140000 544	Employment Taxes - Copy & Supply Center	5,132	4,638	(494)
6142000 544	Workers' Compensation - Copy & Supply Ce	397	447	50
6143000 544	Group Insurance - Medical - Copy & Suppl	2,840	10,490	7,650
6143300 544	Group Insurance - Dental - Copy & Supply	332	210	(122)
6143500 544	Group Insurance - Vision - Copy & Supply	42	130	88
6144000 544	401(k) Match - Copy & Supply Center	627	1,220	593
6145000 544	Group Insurance - Life - Copy & Supply C	266	280	15
6146000 544	Long Term Disability Insurance - Copy &	263	320	57
6211000 544	Continuing Education - Copy & Supply Cen	0	200	200
6217000 544	Uniforms & Laundry - Copy & Supply Cente	230	0	(230)
6410000 544	Office Supplies - Copy & Supply Center	1,619	1,000	(619)
6410015 544	Computer Supplies - Copy & Supply Center	300	50	(250)
6410020 544	Equipment Expense - Copy & Supply Center	157	200	43
6410030 544	Printer / Copier Supplies - Copy & Suppl	7,673	7,000	(673)
6415000 544	Materials Pass-Thru - Copy & Supply Cent	5,192	0	(5,192)
6435100 544	Bank Service Fees - Copy & Supply Center	443	430	(13)
6444000 544	Equipment Rental - Copy & Supply Center	23,043	20,980	(2,063)
6472000 544	Equipment Repair & Maintenance - Copy &	970	400	(570)
6478000 544	Service Contracts - Copy & Supply Center	18,565	18,094	(471)
6484500 544	Postage - Copy & Supply Center	14,510	20,000	5,490
6911500 544	Inventory Over / Short - Copy & Supply C	(45)	0	45
	Total Expenses	145,872	146,997	1,125
Other Cost Recovery				
5380331 544	Copy Fee Income - Copy & Supply Center	16,626	6,250	10,376
5380337 544	Notary Fees - Copy & Supply Center	1,680	0	1,680
5380338 544	Passport Photo Fees - Copy & Supply Cent	920	0	920
5990000 544	Materials Recovery - Copy & Supply Cente	5,167	0	5,167
	Total Other Cost Recovery	24,393	6,250	18,143
5330000 544	Income / Refund from Mutuals - Copy & Su	145,080	145,080	0
	Total Cost Recovery	169,473	151,330	18,143
Off Budget Items				
	Net Income / (Expense)	23,601	4,333	19,268

Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Purchasing Manager's Report

**Budget Variance Report - October 2019**  
**Copy & Supply Center - CC 544**

<u>GL Code</u>	<u>Account Description</u>	<u>Variance</u>	<u>Explanation</u>
6100000	Salaries & Wages	\$ (2,406)	Unfavorable - Due to staff changes.
6143000	Group Insurance	\$ 7,650	Favorable - Due to lower participation than budgeted.
6444000	Equipment Rental	\$ (2,063)	Unfavorable - Due to higher rental fees on the Konica machines than budgeted.
6484500	Postage	\$ 5,490	Favorable - Postage is on a demand basis, and replenished as needed.
5380331	Copy Fee Income	\$ 10,376	Favorable - More copies sold than budgeted
5380337	Notary Fee Income	\$ 1,680	Favorable - New service not budgeted for 2019
5380338	Passport Photo Fee	\$ 920	Favorable - New service not budgeted for 2019
	<b>Total Explained Variances</b>	<u>\$ 21,647</u>	of \$19,268

Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Purchasing Manager's Report

Purchasing Services Report, month ending October 31, 2019:

Month	Days	Purch Sales	Mat'l Reqs Processed	Receipt Trans Processed	Walk-In Sales	CC Trans	Purchase Orders	Total Services
January	21	\$ 2,439.01	596	128	128	50	202	1104
February	19	\$ 3,187.89	610	133	128	43	191	1105
March	21	\$ 6,086.74	732	181	156	71	215	1355
April	22	\$ 2,772.83	697	140	112	39	216	1204
May	22	\$ 2,741.13	696	155	117	52	234	1254
June	20	\$ 2,754.90	562	133	77	29	147	948
July	23	\$ 2,991.09	697	225	92	46	216	1276
August	22	\$ 2,934.49	812	249	111	43	212	1427
September	21	\$ 3,235.17	730	254	100	29	206	1319
October								0
November								0
December								0
Total	191	\$ 29,143.25	6132	1598	1021	402	1839	10992
Daily Avg		\$ 152.58	32	8	5.3	2.1	10	58

Month/Month inventory changes:

Date	10/31/2019	9/30/2019	% Change
Total Inventory	\$ 521,723	\$ 531,769	-2%
Warehouse	\$ 288,423	\$ 282,948	2%
Automotive	\$ 64,251	\$ 65,286	-2%
Truck	\$ 163,231	\$ 178,508	-9%
Copy & Supply	\$ 5,818	\$ 5,027	16%

Total inventory by location, rolling 6 months:

Date	GL	10/31/2019	9/30/2019	8/31/2019	7/31/2019	6/30/2019	5/31/2019
Fuel	1161005	\$ 23,826	\$ 23,826	\$ 23,826	\$ 23,826	\$ 23,826	\$ 23,826
Warehouse	1161510-432	\$ 289,567	\$ 281,577	\$ 268,610	\$ 279,163	\$ 284,998	\$ 320,243
Truck	1161510-574	\$ 163,231	\$ 178,508	\$ 175,928	\$ 201,367	\$ 85,504	\$ 149,367
Automotive	1161510-838	\$ 40,424	\$ 41,460	\$ 47,291	\$ 41,089	\$ 41,626	\$ 31,497
Copy & Supply	1161510-544	\$ 5,818	\$ 5,027	\$ 5,247	\$ 5,510	\$ 5,692	\$ 3,029
Reserve	1163000	\$ (5,626)	\$ (5,526)	\$ (5,426)	\$ (5,326)	\$ (5,226)	\$ (6,955)
Purch Clr	1164000	\$ 2,624	\$ 2,392	\$ -	\$ -	\$ -	\$ 0
Purch Gen	1164500	\$ 1,857	\$ 4,505	\$ 7,364	\$ 7,099	\$ 95	\$ (3,105)
Total		\$ 521,723	\$ 531,769	\$ 522,841	\$ 552,729	\$ 436,515	\$ 517,902

Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Purchasing Manager's Report

Surplus Equipment Disposition:

<b>Description</b>	<b>Status</b>
5 vinyl stacking chairs - lapidary room	Disposed
Belt Sander - nonworking	Disposed
Lapidary Room Kiln - nonworking	Disposed
Punching Bag - Speed Bag	Disposed
Spindle Sander - nonworking	Disposed
19" Monitors	To be sold
Patio Chairs from Golf Area	To be sold

Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Director of Finance Report

Acct #	Description	Y-T-D Actual	Y-T-D Budget	Budget Variance
Expenses - Finance				
6100000 431	Salaries & Wages - Finance	515,258	530,514	15,256
6140000 431	Employment Taxes - Finance	39,236	40,411	1,175
6142000 431	Workers' Compensation - Finance	3,457	3,913	456
6143000 431	Group Insurance - Medical - Finance	55,152	67,710	12,558
6143300 431	Group Insurance - Dental - Finance	2,248	1,560	(688)
6143500 431	Group Insurance - Vision - Finance	728	790	62
6144000 431	401(k) Match - Finance	14,902	13,278	(1,624)
6145000 431	Group Insurance - Life - Finance	2,411	2,400	(11)
6146000 431	Long Term Disability Insurance - Finance	1,918	2,800	882
6210005 431	Payroll Processing Fees - Finance	33,044	36,101	3,057
6211000 431	Continuing Education - Finance	499	694	195
6213100 431	Agency / Independent Contractor Fees - F	43,414	0	(43,414)
6215000 431	Mileage - Finance	14	0	(14)
6410000 431	Office Supplies - Finance	2,012	2,874	862
6410010 431	Hospitality - Finance	303	540	237
6410015 431	Computer Supplies - Finance	1,083	250	(833)
6410025 431	Lunch Room Supplies - Finance	116	82	(34)
6410030 431	Printer / Copier Supplies - Finance	1,824	3,332	1,508
6432100 431	Audit Fees - Finance	120,000	120,000	0
6435100 431	Bank Service Fees - Finance	129	790	661
6444000 431	Equipment Rental - Finance	3,526	4,430	904
6478000 431	Service Contracts - Finance	958	2,082	1,124
6481000 431	Computer Maintenance & Software - Financ	597	615	18
6482000 431	Dues, Memberships & Books - Finance	0	500	500
6483201 431	Mailouts - Periodic - Finance	1,413	1,350	(63)
6483202 431	Mailouts - Pymt Coupons - Finance	1,762	8,157	6,395
6491000 431	Miscellaneous Writeoffs - Finance	6,283	0	(6,283)
6721000 431	State & Federal Taxes - Finance	0	1,668	1,668
6951000 431	Committee Discretionary Expense - Financ	0	1,000	1,000
	Total Expenses	852,287	847,841	(4,446)
Other Cost Recovery				
5380310 431	Edison Pymt Processing - Finance	2,461	3,010	(549)
5385000 431	Other Income - Finance	5,588	0	5,588
5397100 431	Taxable Interest Income - Finance	182,781	62,824	119,957
5398000 431	Interest Income Allocation - Finance	(107,048)	(60,738)	(46,310)
5540000 431	Discounts Earned - Finance	3,154	3,000	154
	Total Other Cost Recovery	86,936	8,096	78,840
5330000 431	Income / Refund from Mutuals - Finance	844,890	844,910	(20)
	Total Cost Recovery	931,826	853,006	78,820
Off Budget Items				
	Net Income / (Expense)	79,540	5,165	74,375

Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Director of Finance Report

For Cost Center 431 – Finance Department, as of October 31, 2019, there was an overall favorable variance of \$68,224. The major variance is the following:

**Budget Variance Report - October 2019**  
**Finance Department - CC 431**

<u>GL Code</u>	<u>Account Description</u>	<u>Variance</u>	<u>Explanation</u>
6100000	Salaries & Wages	15,256	Favorable: Prior 1 vacancy position; 1 out on leave - Cashier
6140000	Employment Taxes	1,175	Favorable: Due to timing & prior vacancies
6143XXX	Group Insurance	12,803	Favorable: Actual premiums < budget plus vacant & leave
6210005	Payroll Processing Fees	3,057	Favorable: Timing
6213100	Temporary Agency Fees	(43,414)	Unfavorable: Cashier & AR positions
6483202	Mailouts - Pymt Coupons	6,395	Favorable: Budget anticipated a 2nd mailout due to cable contract expiring
6491000	Miscellaneous Write-offs	(6,283)	Unfavorable: Final unclaimed property interest
5385000	Other Income	5,588	Favorable: 2018 Federal income tax refund
5397100	Taxable Interest Income	119,957	Favorable: Budget assumed continuous investing in CDARs at lower rates than actual current CD rates.
5398000	Interest Income Allocation	(46,310)	Unfavorable: Timing - Interest income is allocated when received.
<b>Total Explained Variances</b>		<b>68,224</b>	of \$74,375

**Budget Timeline**

<b>2020 GRF Budget Timeline</b>	
September	Annual disclosure statements to be reviewed by corporate legal council.
9/24/2019	Final draft budget presented to the GRF board.
10/28/2019 to 11/01/2019	Copy the approved budgets for distribution in November. All budgets to <i>The News</i> by October 31
11/14/2019	Distribute approved budgets in <i>LW Weekly</i> .



Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Director of Finance Report

**Audit Timeline**



<b>2019 Financial Statement Audit Timeline (Preliminary)</b>	
Nov 5 - Dec 30	Interim fieldwork begins - auditors onsite Walk-throughs, assess controls, review legal bills, develop the audit plan. (Opportunity for board members to meet with the auditor.)
Dec 27	Physical inventory - auditors onsite to observe
Early Jan	Send out audit confirmations: Attorneys & financial institutions (No board action required.)
Late Feb/ Early Feb	Year-end fieldwork - auditors onsite
February	Finalize financial statements & prepare tax filings - Auditors offsite (No board action required.)
Feb / Mar	Present audited financial statements to Finance Committee and GRF Board. Once board approves, make copies for newspaper distribution
Apr 3	Provide News with financial statements for distribution Finalize Federal & State tax returns
Apr 10	Distribute financial statements via Golden Rain News
Apr 15	Due date for tax filing (Finalize by late March)

**Aged Receivables as of 10/31/2019**

	Current	Over 30	Over 60	Over 90	Total	Change
<b>Customers</b>	1,819	1,178	-	-	2,997	784
<b>Parking Violations</b>	202	296	125	5,097	5,720	(615)
<b>RV Lot Leases</b>	-	8	10	750	768	(252)
<b>News Advertisers</b>	99,422	12,589	3,413	5,618	121,042	15,741
<b>Total</b>	101,442	14,070	3,548	11,465	130,526	15,657

\$3,933.86 of news accounts receivables were written off, as approved by the FC in September.

\$2,400 was collected from a news advertiser after the month-end cutoff.

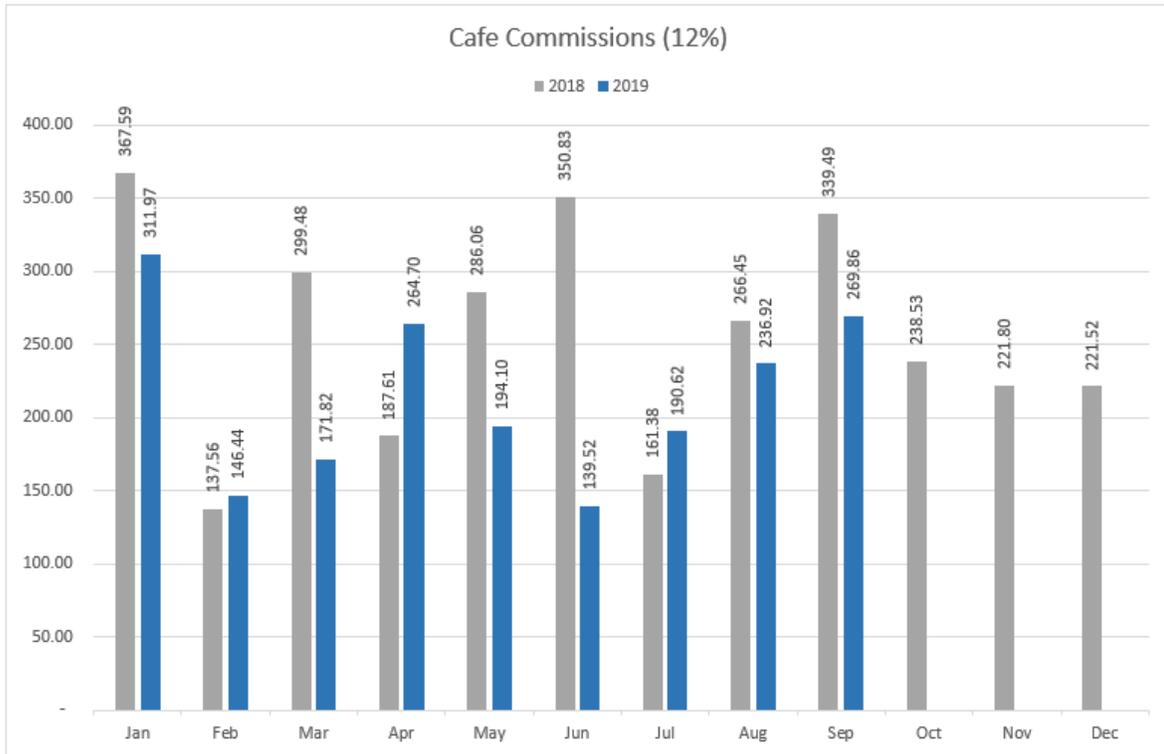
Change

	Current	Over 30	Over 60	Over 90	Total
<b>Customers</b>	(394)	1,178	-	-	784
<b>Parking Violations</b>	(374)	(7)	(65)	(170)	(615)
<b>RV Lot Leases</b>	-	8	(1,010)	750	(252)
<b>News Advertisers</b>	22,674	3,836	(689)	(10,081)	15,741
<b>Total</b>	21,907	5,015	(1,764)	(9,501)	15,657

Golden Rain Foundation  
November 18, 2019 Meeting of the Finance Committee  
Director of Finance Report

**Café Commission Report**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	LTD
2018	367.59	137.56	299.48	187.61	286.06	350.83	161.38	266.45	339.49	238.53	221.80	221.52	3,078.30	6,211.14
2019	311.97	146.44	171.82	264.70	194.10	139.52	190.62	236.92	269.86				1,925.95	8,137.09



**SRO Aging Recap:**

Month SRO Created	Still Open As of Jul 2019	Still Open As of Aug 2019	Still Open As of Sep 2019	Still Open As of Oct 2019
Jan-19	22	21	20	10
Feb-19	7	7	1	-
Mar-19	20	18	-	-
Apr-19	13	10	1	-
May-19	90	46	7	2
Jun-19	229	43	20	2
Jul-19	1,398	145	66	36
Aug-19	-	1,255	216	91
Sep-19	-	-	1,468	189
Oct-19	-	-	-	1,427
<b>Total</b>	<b>1,779</b>	<b>1,545</b>	<b>1,799</b>	<b>1,757</b>

**Contract Renewal Report** (See attached)

**Golden Rain Foundation  
Operating Expense Contracts - Finance Committee  
As of 10/31/19**

<b>Committee</b>	<b>Vendor</b>	<b>Name</b>	<b>Contract Amount</b>		<b>Contract Start Date</b>	<b>Contract End Date*</b>
Finance	SUPE04	Superwire Telecom, Inc. PBX Agreement	59,544	**	2/18/2004	Mo to Mo
Finance	DLDI01	DLD Insurance Brokers	439,443		12/1/2018	12/1/2019
Finance	ASSO02	Association Reserves	9,500		3/29/2017	3/29/2020
Finance	KONI01	Konica Minolta Business	based on usage		7/26/17 & 9/21/18	7/26/22 & 9/21/22
Finance	KONI02	Konica Minolta QDS	26,580		7/26/17 & 9/21/18	7/26/22 & 9/21/22
Finance	CLIF01	CliftonLarsonAllen LLP	144,000		1/1/2015	12/31/2022
Finance	KYOC01	Kyocera Maintenance	based on usage		3/28/2019	6/30/2024
Finance	KYOC01	Kyocera Lease	21,960		3/28/2019	6/30/2024
Finance	UNIF01	UniFirst Uniform Company	based on usage		1/8/2019	1/8/2024
Finance	CORO01	Corodata Records Management	based on usage	*	9/26/2014	12/31/9999

\* Expiration date of 12/31/9999 signifies a self-renewing contract after initial term.

\*\* Estimated annual expense

Golden Rain Foundation  
Revenue Contracts - Finance Committee  
As of 10/31/19

Committee	Client	Name	Revenue		Contract	Expiration Date*
Finance	3FRIENDSLIB	Friends of the Library	1		Ground Lease 6 Month	12/31/2019
Finance	3GAF	Golden Age Foundation	1		Ground Lease 6 Month	12/31/2019
Finance	3GENE01	Genealogy Club	1		Ground Lease 6 Month	12/31/2019
Finance	3HIST01	Historical Society	1		Ground Lease 6 Month	12/31/2019
Finance	3RADIO1	Radio Club	1		Ground Lease 6 Month	12/31/2019
Finance	3THEA01	Theater Club	1		Ground Lease 6 Month	12/31/2019
Finance	3VIDEO01	Video Producers Club	1		Ground Lease 6 Month	12/31/2019
Finance	1008	Seal Beach Mutual No. Eight	-	***	Lease 1/23/17 - 12/31/19	12/31/2019
Finance	3CHARLES	Charles Briskey Real Estate Inc.	120,000	**	Ground & Service Lease 1 yrs	12/31/2019
Finance		CARE	36,000		Ground & Service Lease 2 yrs	5/31/2020
Finance	3RVCLUB	RV Club	1		Ground Lease 1 year	7/31/2020
Finance	1014	Seal Beach Mutual No. Fourteen	1	***	Lease 7/27/2018 - 7/26/2021	7/26/2021
Finance	3SUPERWIRE	Superwire Telecom, Inc.	18,000		Ground Lease 4 years	6/30/2022
Finance		Superwire Telecom, Inc.			Telecommunication Services 3.5 yrs	6/30/2022
Finance	3NUVISION	NuVision Federal Credit Union	18,000		Ground & Service Lease 5 yrs	11/7/2022
Finance		Optum Care	660,000		Ground & Service Lease 5 yrs	9/30/2023
Finance		SCE Payment Processing	2,600	*	Revenue Lease- Updated 4/7/17	12/31/9999

\* Expiration date of 12/31/9999 signifies a self-renewing contract after initial term.

\*\* Estimated annual revenue

\*\*\* Upon expiration of these contracts, GRF will quit claim these properties to the respective Mutual



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## COMMITTEE ACTION REQUEST

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TO: FINANCE COMMITTEE  
FROM: DIRECTOR OF FINANCE (CM)  
SUBJECT: ACCEPTANCE OF THE OCTOBER 2019 FINANCIAL STATEMENTS  
DATE: NOVEMBER 18, 2019  
CC: FILE

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Following a review of the financial statements, in accordance with Policy 40-5115-3 and all applicable sections of the civil code 5500,

**Committee Action Recommended:**

To accept for audit and forward to the GRF Board the financial statements for period ending October 2019, as presented by the Director of Finance and as reviewed by the Finance Committee.

## Financial Recap – October 2019

As of the ten-month period ended October 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$524,716.

Major variances are:

Wages, Taxes & Benefits	523,677	Favorable: Wages \$225K; P/R Taxes \$27K; Workers' Comp \$35K; Group Ins \$213K; 401(k) Match \$23K
Temporary Agency Fees	(195,360)	Unfavorable: Temporary help for key positions.
Supplies	42,858	Favorable: Low requisitions YTD
Professional Fees	(44,000)	Unfavorable: Litigation
Facilities Rentals & Maintenance	96,740	Favorable: Landscaping \$81K; Service Contracts \$15K
Property & Liability Ins Prem	30,721	Favorable: Projected YE budget variance \$34K
Rental Income	(21,989)	Unfavorable: Lower unit sales than planned
Interest Income	124,351	Favorable: Actual yields > planned
News Advertising	(159,178)	Unfavorable: Budget planned more aggressive sales
Other Income	101,324	Favorable: Purchasing Processing Recovery \$46K; Lost Member ID Card \$16K; Fees \$39K

	<b>Fund Balance</b>	<b>Allocated For Current Projects</b>	<b>Allocated For Future Projects</b>	<b>For details, see page</b>
<b>Reserve Funds</b>				
Repairs & Replacements	\$10,264,379	\$2,059,940	\$8,204,439	7

	<b>Fund Balance</b>	<b>Allocated Funds</b>	<b>Unallocated Funds</b>	<b>For details, see page</b>
<b>Capital Funds</b>				
Capital Improvements	\$2,312,263	\$272,199	\$2,040,064	8

Total year-to-date approved unbudgeted operating expenses are \$38,128.

**Golden Rain Foundation**  
**October 31, 2019**  
**Cost Centers with Unfavorable Budget Variances**

Cost Center	Amount	Comments
236 - News	(63,094)	Advertising income
320 - Human Resources	(27,437)	Vacation Accruals - company wide unfav.; Recruitment & agency fees unfav.
439 - Onsite Sales Office	(21,030)	Low sales volumes but recovering
629 - Administration Building	(389)	Building repairs
652 - Clubhouse Two	(10,216)	Building repairs
655 - Building Five	(18)	
749 - Janitorial	(15,287)	Contract renewal with increase
847 - 5.5 Acre Storage Area	(6,248)	Lease revenue less than budgeted FFT invoice from 2018; Axserion license renewal not budgeted \$6,500; Power DMS and ScreenConnect remote software
934 - Info Technology	(8,686)	
<b>Total Unfavorable Variances</b>	<b>(152,405)</b>	<b>of Total Company Variance \$524,716</b>

**Golden Rain Foundation**  
**Cash Flow Activity - All Reserves**  
**For the Period Ended October 31, 2019**

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
<b>Balance 12/31/2018</b>	<b>550,000</b>	<b>9,732,925</b>	<b>1,643,004.70</b>	<b>25,545</b>	<b>11,951,475</b>
Funded: Assessments		1,041,669			1,041,669
Funded: Amenities Fees collected	(513)	960,557	960,557		1,921,113
Funded: M17 Lease Fees collected	(26)	5,900	5,900		11,799
Funded: Interest on Funds		97,449	9,600		107,048
Progress Payments on CIP					-
Expenditures		(1,313,946)	(306,797)		(1,620,743)
Commitments		(260,174)			(260,174)
Transfers to/from Funds	150,000			(150,000)	-
Interest Income Allocation					-
Net Monthly Activity				285,722	285,722
<b>Balance 10/31/2019</b>	<b>700,000</b>	<b>10,264,379</b>	<b>2,312,263</b>	<b>161,268</b>	<b>13,437,910</b>
Net Activity	150,000	531,454	669,258	135,722	1,486,435

**Golden Rain Foundation**  
**Cash Flow Activity - All Reserves**  
**For the Month of October 2019**

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
<b>Balance 9/30/2019</b>	<b>700,000</b>	<b>10,146,264</b>	<b>2,208,959</b>	<b>16,713</b>	<b>13,071,936</b>
Funded: Assessments		104,167			104,167
Funded: Amenities Fees collected	(67)	127,200	127,200		254,399
Funded: M17 Lease Fees collected	-	-	-		-
Funded: Interest on Funds		20,154	1,405		21,559
Progress Payments on CIP					-
Expenditures		(133,406)	(25,300)		(158,706)
Commitments		-			-
Replenish funds for Donated Assets					-
Transfers between funds				-	-
Net Monthly Activity				144,555	144,555
<b>Balance 10/31/2019</b>	<b>700,000</b>	<b>10,264,379</b>	<b>2,312,263</b>	<b>161,268</b>	<b>13,437,910</b>
Net Activity	-	118,115	103,304	144,555	365,974

**2019 Capital Plan**

Cost Center	Proj #	Description	2019 Unapproved	Total Projects	TTD Expenditures	Allocated Funds
236	904-19	Automatic Swing Door Opener (Horton 4000 LE)		3,150	3,150	-
460	888-18	Medical Building Improvements- Concrete Replacement & Roof Installation		20,756	20,756	-
460	889-18	Medical Building Landscape Improvements		10,429	10,429	-
574	896-19	Service Maintenance Improvements to Break room, Locker room, and Restroom		68,181	68,181	-
629	894-19	Administration Conference Room A Upgrades		10,083	10,083	-
652	924-19	Five EV Charging Stations		-	-	-
654	906-19	Clubhouse Four - Phase 1-3 (Hallway two side doors and lockers / display cabinets)		20,850	18,730	2,120
654	932-19	Clubhouse Four - Phase 4 (Ceramics, Art, and Lapidary Rooms)		30,020	-	30,020
654	880-18	Murals at Clubhouse Four		5,000	3,692	1,308
655	905-19	Building Five Reconfiguration- 1st floor (Security Offices/Copy Center Improvements)		17,722	17,722	-
679		1.8 Acres Upgrades- Electrical Service Installation	50,000	-	-	-
679	885-18	Bus Stop Signage at ten locations		6,500	6,500	-
679		Café Patio- Purchase Four Standard Patio Furniture Sets		8,089	8,089	-
679	738-15	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD)		12,590	12,590	-
679	884-18	Consulting Services for the roofs at Administration and Amphitheater Building		7,938	7,938	-
679	877-18	Crosswalk Modification from Medical Center to Clubhouse Six- ADA Plus Plan		6,300	6,300	-
679	886-18	Iron fence/gates at Mission Park		7,520	7,520	-
679		Learning Center	75,000	-	-	-
679		Main Gate Delineators (Permanent Hold)		-	-	-
679		Marquee Monument	25,000	-	-	-
679	820-17	Pedestrian Gate at Northwood Road		26,242	26,242	-
679	897-19	Seating at Mission Park		3,000	3,000	-
679	918-19	Veterans Plaza Shade/Solar	70,014	29,986	13,743	16,243
735		Patio Game Tables		3,340	3,340	-
746	907-19	Golf Course Fountains		5,297	5,297	-
748	850-17	Pool Area Planning- replace/enhance or modify	30,065	25,000	8,575	16,425
748	925-19C	Pool Renovations		194,935	7,950	186,985
837		Access Control	250,000	-	-	-
837		Security Office and Lobby	50,000	-	-	-
934	5002-18D	Dynamics GP 2018		183,148	164,051	19,098
					-	-
<b>Total Planned Capital Acquisitions</b>			<b>550,079</b>	<b>706,076</b>	<b>433,878</b>	<b>272,199</b>

Fund Balance	2,312,263
2019 Unapproved	550,079
Total Approved Projects	706,076
Total To-Date Expenditures	(433,878)
Surplus	<u>1,489,985</u>



## COMMITTEE ACTION REQUEST

**TO:** FINANCE COMMITTEE  
**FROM:** RANDY ANKENY, EXECUTIVE DIRECTOR  
**SUBJECT:** 2019/2020 GOALS, RECAP  
**DATE:** NOVEMBER 11, 2019  
**CC:** FILE

At the June 21, 2019 Board retreat, general goals and projects originating from 2018/2019 Committee term were presented to the 2019/2020 term Board. This exercise was to seek unofficial direction on priority setting. Of the eleven (11) general project/goals presented, falling under the general oversight of the Finance Committee, the following listed in order of ranking:

GROUP	GROUP RANKING	BOD Ranking (Gold)	% of Gold	#1	#2	#3
Finance/Executive	Finalization of Microsoft Dynamics	1	5%	3	3	0
	Elevation of Entry Wage to \$15/hr	0	n/a	4	1	1
	Finalization of Member Code of Conduct	0	n/a	2	3	2
	Evaluation of Exclusive Use Trust Property Agreements	0	n/a	2	0	2
	401k Benefit Review Possible Revision	0	n/a	2	0	1
	2020 Reserve Study	0	n/a	1	1	1
	CLA Financial Control Audit	0	n/a	0	1	0
	Finalize/Establish Policies re: Governing Document Control	0	n/a	0	1	0
	Review/Finalize 2020 Reserve & Capital Fund Projects	0	n/a	0	0	0
	Review/Finalize 2019 Reserve & Capital Fund Projects	0	n/a	0	0	0
	Recommendation to BOD re: Function of SPAH	0	n/a	0	0	0

Actions as of November 11, 2019 on the above projects/goals listed in order of ranking

- Finalization of Microsoft Dynamics
  - **Goal Completed**
- Elevation of GRF Entry Wage to \$15
  - Approved, August 2019 and incorporated as part of the 2020 Operational Budget
  - **Goal Completed**

- Finalization of Member Code of Conduct
  - In Executive Committee
  - October, Board approval for posting
  - Currently in 28 Day comment period
- Evaluation of Exclusive Use of Trust Property
  - Presentation at October FC, RC, FAR
  - RC recommendations from the October 7<sup>th</sup> meeting to FC.
  - RC Action, placed on FC October agenda (4 leases)
  - RC Action, placed on FC November agenda (6 leases)
- 401K benefit Review
  - Under Executive Committee Review
- 2020 Reserve Study
  - Reserve Study, October FC recommendation to BOD
  - October, BOD approved
  - **Goal Completed**
- CLA Financial Control Audit
  - Upon review of proposal , no actions were taken – Re-evaluate?
  - October, FC moved to take no action
  - **Goal Closed**
- Finalize/Establish Policies re: Governing Document Control
  - In Governing Document Committee
- Review/Finalize 2020/Reserve and Capital Fund Projects
  - 2020 Reserve Study provided
  - Capital Projects dependent on future Committee and Board actions
- Recommendation to BOD re: Function of SPAH
  - Under SPAH review
  - October BOD approved



**MEMO**

TO: FINANCE COMMITTEE  
 FROM: RANDY ANKENY, EXECUTIVE DIRECTOR  
 SUBJECT: CONTRACT, RESALES OFFICE  
 DATE: NOVEMBER 11, 2019  
 CC: FILE

At its regularly scheduled meeting on July 15, 2019, the Finance Committee duly moved and approved:

**TO** initiate the steps as outlined in the Memo for the months of July and August, direct staff to draft an RFP and forward to the Executive Session, for further review.

This action was in response to the percentage of unit sales made by the current Lessee of Resales Office; it has fallen significantly this year compared to total unit sales.

With a 3.5-year trend of:

	<b>OnSite Sales to Total Sales</b>
<b>2016</b>	41.2%
<b>2017</b>	41.1%
<b>2018</b>	39.3%
<b>2019 (6 Months)</b>	29.8%

As the revenue generated by this agreement to offset operational costs has substantial impact to the operational budget, the following steps were requested:

- July
  - Finance Committee’s initial review of current return in the lease of Trust Property identified as the Resales office
  - Finance Committee direction to staff to commence the drafting of an RFP
  - Staff is instructed to meet with existing lessee and explain actions to be taken and that existing lease will be included on the RFP list.
  
- August
  - BOD Executive Session – Board review of Corporate Counsel’s recommendations on a new agreement
  - With BOD approval – Staff can take the new agreement and draft an RFP for FC review
  - FC meeting – FC review of the RFP and approves the release of the RFP

- September
  - BOD Executive Session – FC Chair and ED to update the Board
  - FC to review proposals
- October
  - BOD Executive Session – FC Chair and ED to update the Board
  - FC to provide a recommendation to the BOD
  - BOD approval of 2020 term agreement
  - If needed, send notice of intent to not renew agreement to existing lessee
- November
  - Send notices, as required
- December
  - Commence transition plans, if required
- January
  - New agreement in effect

Upon review and consideration of a qualified broker, the following actions:

1. I move to approved steps, as noted in the agreement between Charles Briskey Real Estate and GRF, for non-renewal.
2. I move to recommend to the Board the exclusive lease of Trust Property, commonly identified as the onsite resales building, with the Januszka Group, Inc.



**COMMITTEE ACTION REQUEST**

TO: FINANCE COMMITTEE  
 FROM: DIRECTOR OF FINANCE (CM)  
 SUBJECT: RESERVE FUNDS REVIEW  
 DATE: NOVEMBER 18, 2019  
 CC: FILE

**Investment Activity – October**

<b>Investment Portfolio - All Funds</b>							
As of October 30, 2019							
<b>Financial Institution &amp; Type</b>	<b>Contingency Operating Fund</b>	<b>Reserve Fund</b>	<b>Capital Improvement Fund</b>	<b>Liability Deductible Fund</b>	<b>General Operating Fund</b>	<b>Total Funds</b>	<b>Uninsured Funds</b>
Morgan Stanley - Deposits		326,880				326,880	-
Morgan Stanley - CDs	-	4,320,880	-	-	-	4,320,880	-
US Bancorp CDs	-	4,483,000	1,400,000	-	-	5,883,000	-
US Bank - Money Market	700,000	1,133,618	912,263	-	161,268	2,907,149	-
<b>Total Funds</b>	<b>700,000</b>	<b>10,264,379</b>	<b>2,312,263</b>	<b>-</b>	<b>161,268</b>	<b>13,437,910</b>	<b>-</b>
Total Liquid Funds		1,133,618	912,263				
Maturing Investments, Nov 2019		245,000	-				
Commitments as of 10/31/2019		(783,151)	(22,496)				
Cushion		(500,000)	(500,000)				
<b>Available for Investing</b>		<b>95,467</b>	<b>389,767</b>				

Based on the information above, the committee agreed that liquid funds are not significant to transfer for investing for this month.

**Committee Action Recommended:**

None

## Reserve Funds Investment Ladder as November 8, 2019

Term	Maturity Month	Investment Amount	Rate	Loc
0	Nov-19	245,000	2.65%	U
1	Dec-19	243,000	2.65%	U
2	Jan-20	343,000	2.70%	U/M
3	Feb-20	1,000,000	2.50%	U
4	Mar-20	1,035,000	1.90%	U/M
8	Apr-20	246,000	2.65%	U
6	May-20	500,000	2.40%	M
7	Jun-20	245,000	2.85%	U
8	Jul-20	778,000	2.75%	U/M
9	Aug-20	735,000	1.95%	M
10	Sep-20	490,000	1.70%	M
11	Oct-20	246,000	2.85%	U
12	Nov-20	490,000	2.35%	M
13	Dec-20	737,880	3.10%	U/M
14	Jan-21	445,000	2.75%	U
15	Feb-21	245,000	1.76%	M
16	Mar-21	-		
17	Apr-21	245,000	3.05%	U
18	May-21	245,000	3.15%	U
19	Jun-21	-		
20	Jul-21	245,000	2.75%	U
21	Aug-21	-		
22	Sep-21	-		
23	Oct-21	245,000	3.15%	U
24	Nov-21	200,000		
25	Dec-21	-		
26	Jan-22	-		
27	Feb-22	-		
28	Mar-22	-		
29	Apr-22	-		
30	May-22	-		
31	Jun-22	-		
32	Jul-22	-		
33	Aug-22	-		
34	Sep-22	-		
35	Oct-22	-		
36	Nov-22	-		



**COMMITTEE ACTION REQUEST**

TO: FINANCE COMMITTEE  
 FROM: DIRECTOR OF FINANCE (CM)  
 SUBJECT: CAPITAL FUNDS INVESTMENTS PURCHASE  
 DATE: NOVEMBER 18, 2019  
 CC: FILE

**Investment Activity – October**

<b>Investment Portfolio - All Funds</b>							
As of October 30, 2019							
<b>Financial Institution &amp; Type</b>	<b>Contingency Operating Fund</b>	<b>Reserve Fund</b>	<b>Capital Improvement Fund</b>	<b>Liability Deductible Fund</b>	<b>General Operating Fund</b>	<b>Total Funds</b>	<b>Uninsured Funds</b>
Morgan Stanley - Deposits		326,880				326,880	-
Morgan Stanley - CDs	-	4,320,880	-	-	-	4,320,880	-
US Bancorp CDs	-	4,483,000	1,400,000	-	-	5,883,000	-
US Bank - Money Market	700,000	1,133,618	912,263	-	161,268	2,907,149	-
<b>Total Funds</b>	<b>700,000</b>	<b>10,264,379</b>	<b>2,312,263</b>	<b>-</b>	<b>161,268</b>	<b>13,437,910</b>	<b>-</b>
Total Liquid Funds		1,133,618	912,263				
Maturing Investments, Nov 2019		245,000	-				
Commitments as of 10/31/2019		(783,151)	(22,496)				
Cushion		(500,000)	(500,000)				
<b>Available for Investing</b>		<b>95,467</b>	<b>389,767</b>				

Based on the information above and to fill in the current investment ladder, the committee has agreed to the purchase of brokered CDs from US Bancorp totaling \$250,000 of capital funds, with a term determined at the broker’s discretion.

**Committee Action Recommended:**

I move to recommend to the GRF Board to authorize the purchase of brokered CDs from US Bancorp totaling \$250,000 of capital funds, with a term not to exceed twenty-four (24) months determined at broker discretion, at the prevailing interest rates at the time of purchase.

**Capital Funds Investment Ladder as of November 8, 2019**

<b>Term</b>	<b>Maturity Month</b>	<b>Investment Amount</b>	<b>Rate</b>
0	Nov-19		
1	Dec-19		
2	Jan-20		
3	Feb-20		
4	Mar-20	253,000	2.45%
8	Apr-20	250,000	2.35%
6	May-20		
7	Jun-20		
8	Jul-20		
9	Aug-20		
10	Sep-20	247,000	1.80%
11	Oct-20	250,000	2.40%
12	Nov-20		
13	Dec-20		
14	Jan-21	200,000	
15	Feb-21		
16	Mar-21		
17	Apr-21		
18	May-21		
19	Jun-21		
20	Jul-21		
21	Aug-21		
22	Sep-21		
23	Oct-21		
24	Nov-21	200,000	
25	Dec-21		
26	Jan-22		
27	Feb-22		
28	Mar-22		
29	Apr-22		
30	May-22		
31	Jun-22		
32	Jul-22		
33	Aug-22		
34	Sep-22		
35	Oct-22		
36	Nov-22		



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## COMMITTEE ACTION REQUEST

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TO: FINANCE COMMITTEE  
FROM: CAROLYN MILLER, DIRECTOR OF FINANCE  
SUBJECT: 2019 / 2020 MASTER INSURANCE POLICY RENEWAL  
DATE: NOVEMBER 18, 2019  
CC: FILE

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DLD Insurance Brokers, Inc. has partnered with the Golden Rain Foundation (GRF) for over 28 years to secure broad and competitive insurance options, in terms of both pricing and coverage conditions. The master insurance package includes coverage for Directors & Officers (D&O), Errors & Omissions (E&O), Forefront Portfolio (Crime/Fiduciary/KRE/Workplace Violence) and Property/Causality.

For this renewal period, the master policy covering both GRF and the Mutuals shows an overall increase of 14.27% over the expiring policy period. A major component driving this increase is an 87.68% increase in premium for umbrella coverage as a result of insurance companies experiencing multi-million dollar verdicts and settlements. Premiums for the renewing coverage period listed by coverage type and comparisons to the expiring policies and the 2020 budgets are shown in Exhibit A – 2019-2020 Insurance Premium Proposal Comparative.

The new master insurance policy proposal of \$2,214,043 plus \$5,406 in broker fees and one-third of the total pollution policy premium approved in 2017 of \$31,239, for a total premium expenditure of \$2,250,688 will be recognized in the 2020 budget.

Combined funds (Foundation and Mutuals), in the amount of \$2,403,016 were included in the respective 2020 operating budgets based upon estimates and assumptions made during the budget period.

I move to recommend the GRF Board approve the insurance proposal dated November 7, 2019, as submitted, in the amount of \$2,219,449, for the policy period of December 1, 2019 to November 30, 2020 and authorize the President to sign the required renewal documents, per the insurance proposal dated November 7, 2019, as prepared and submitted by DLD Insurance Brokers, Inc.

2019 / 2020 Insurance Premium Proposal Comparative

Exhibit A

	GRF & Mutual Combined			GRF Only		
	Renewal	Current	Change	Renewal	Current	Change
Property	1,157,981	1,084,417	73,564	74,142	73,440	702
Automotive Liability	6,815	9,634	(2,819)	6,815	9,634	(2,819)
General Liability	460,493	368,395	92,098	29,484	24,949	4,535
<b>Total Property &amp; Liability</b>	<b>1,625,289</b>	<b>1,462,446</b>	<b>162,843</b>	<b>110,441</b>	<b>108,023</b>	<b>2,418</b>
Boiler & Machinery	19,029	18,728	301	1,218	1,268	(50)
Umbrella (Includes Excess Liability)	231,035	123,101	107,934	231,035	123,101	107,934
Forefront Security (GRF)	27,163	14,398	12,765	27,163	14,398	12,765
Directors & Officers (GRF)	92,146	92,156	(10)	92,146	92,156	(10)
Cyber Liability (GRF)	4,758	4,758	-	4,758	4,758	-
Errors & Omissions (GRF)	61,784	64,500	(2,716)	61,784	64,500	(2,716)
Directors & Officers (Mutuals)	153,928	153,948	(20)	-	-	-
Cyber Liability (Mutuals)	4,317	4,317	-	-	-	-
<b>Total Management Liability</b>	<b>594,160</b>	<b>475,906</b>	<b>118,254</b>	<b>418,104</b>	<b>300,181</b>	<b>117,923</b>
<b>Pollution Policy (3-yr term approved in 2017)</b>	31,239	31,239	-	31,239	31,239	-
<b>Total Policy Premiums</b>	<b>2,250,688</b>	<b>1,969,591</b>	<b>281,097</b>	<b>559,784</b>	<b>439,443</b>	<b>120,341</b>
<b>Annual Budget (GRF &amp; Mutual Combined)</b>	2,403,016	2,096,500	306,516	551,793	487,269	64,524
Variance to Budget	152,328	126,909		(7,991)	47,826	



## 2019-2020 Premium Summaries for All Lines:

Coverage	2018-2019 Expiring	2019-2020 Renewal Premium
Property	\$1,084,417	\$1,157,981
General Liability	\$368,395	\$460,493
Club Liability	Included in above	Included in above
Auto Liability	\$9,634	\$6815
Umbrella/Excess Liability	\$122,921	\$225,629
Boiler and Machinery	\$18,728	\$19,029
ForeFront	\$25,833	\$27,163
GRF D&O/EPL	\$55,795 <del>\$36,361</del> \$92,156	\$55,785 <del>\$36,361</del> \$92,146
Mutual's D&O/EPL	\$95,735 <del>\$58,213</del> \$153,948	\$95,715 <del>\$58,213</del> \$153,928
Professional Liability / E&O	\$64,500	\$61,783.78
GRF Cyber Liability	\$4,758.24	\$4,758.24
Mutual's Cyber	\$4,316.54	\$4,316.54
<b>TOTAL</b> (including all Taxes & Fees)	<b>\$1,949,606.78</b>	<b>\$2,214,042.56</b>



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## COMMITTEE ACTION REQUEST

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**TO:** FINANCE COMMITTEE  
**FROM:** RECREATION COMMITTEE  
**SUBJECT:** TRUST PROPERTY EXCLUSIVE USE/USERS  
**DATE:** NOVEMBER 11, 2019  
**CC:** FILE

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At the October 25<sup>th</sup> meeting of the Board, the Board approved, per the recommendation of Recreation and Finance Committees, the exclusive use of Trust Property for the following:

- Friends of the Leisure World Library – Library Complex, 1250 sq. ft.
- Golden Age Foundation – CH6, 790 sq. ft.
- Radio Club - Upper Amphitheater, 164 sq. ft.
- Trailer Club - RV Lot, 200 sq. ft.

These actions left unresolved the privilege for exclusive use of Trust Property by the following Clubs/Organizations:

- Genealogy Club
- Video Producers Club
- Theater Club
- Historical Society
- Rolling Thunder
- Mutual Eight

As the annual leases on the above Organizations and Clubs will be expiring on December 31, 2019, the Recreation Committee, at its November 4, 2019 meeting, has duly moved to recommend to the Finance Committee the exclusive use of Trust Property by:

- **Genealogy Club**
  - CH3 – approximately 543 Square feet
  - Revision to existing agreement – Club to be open and available at least 5 days a week for 4 hours.

- **Video Producers Club**
  - Space currently leased within CH3 to become a key component of GRF Knowledge and Learning Centers, relocation of the Club is required.
  - Location for consideration – Amphitheater upper level, room currently in use as GRF Emergency Operations Center- approximately 320 Square feet.
  - Video Producers Club to be guaranteed 3 half day reservations, per week, of the multiuse upper amphitheater stage room; such guarantee is subject to reasonable coordination with the Theater Club. Should a conflict exist, the Recreation Department shall resolve any reservation conflicts.
  
- **Theater Club**
  - Currently Club is utilizing 2 rooms in the upper amphitheater:
    - Multiuse stage room - approximately 501 Square feet
    - Storage room adjacent to multiuse upper amphitheater stage room - approximately 239 Square feet.
  - For consideration
    - Multiuse upper amphitheater stage room to be designated an open use room subject to general reservation guidelines with the following provisions:
      - Theater Club to be guaranteed 3 half day reservations per week; such guarantee is subject to reasonable coordination with the Video Producers Club. Should a conflict exist, the Recreation Department shall resolve any reservation conflicts.
    - Provide an Exclusive Use of Trust Property Lease for the storage room -- approximately 239 Square feet.
  
- **Historical Society** – CH1, approximately 434 Square feet.
  
- **Rolling Thunder**
  - Approximately 910 square feet within the area commonly identified as the 1.8 acres.
  - Additional terms and conditions within the lease agreement to define services Rolling Thunder may provide to their fellow Shareholders/Members in the exclusive use of Trust Property (agreement attached with provisions).

Per policy, the Finance Committee has jurisdiction over all income producing leases. For the Finance Committee’s review and recommendation to the Board, the continuance/revisions/ amendment of exclusive use agreements (attached) of Trust Property for 2020.

## Actions Requested

I move to recommend to the GRF Board exclusive use of approximately 543 sq. ft., within CH3, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Genealogy Club, from January 1, 2020, to December 31, 2020.

I move to send notice of non-renewal of the exclusive use of Trust Property within CH3 by the Video Producers Club.

I move to recommend to the GRF Board exclusive use of approximately 320 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Video Producers Club, from January 1, 2020, to December 31, 2020.

I move to recommend to the GRF Board exclusive use of approximately 239 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Theater Club, from January 1, 2020, to December 31, 2020.

I move to recommend to the GRF Board exclusive use of approximately 434 sq. ft., within CH1, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Historical Society, from January 1, 2020, to December 31, 2020.

I move to recommend to the GRF Board exclusive use of approximately 910 sq. ft., within the 1.8 acres, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by Rolling Thunder, from January 1, 2020, to December 31, 2020.

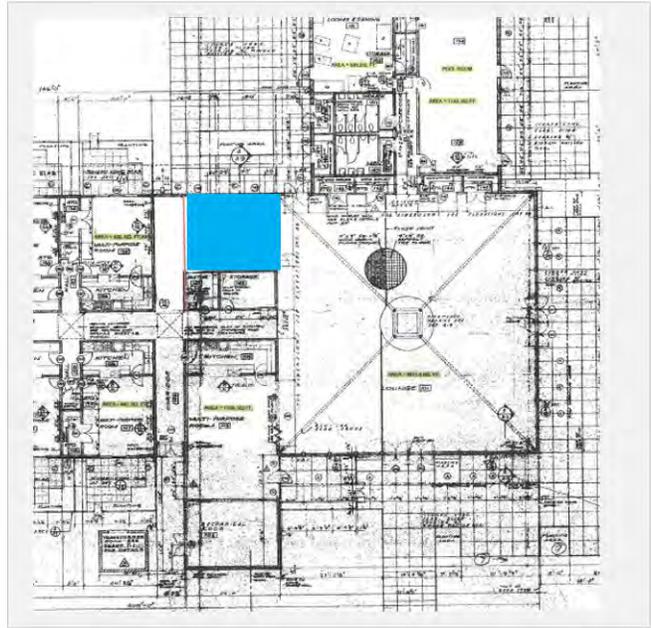
I move to recommend to the GRF Board exclusive use of approximately 8,800 sq. ft., of exterior Trust Property located adjacent to the North/West perimeter wall off El Dorado, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by Mutual Eight, from January 1, 2020, to December 31, 2020.

# Exhibit A



## GENEALOGY CLUB

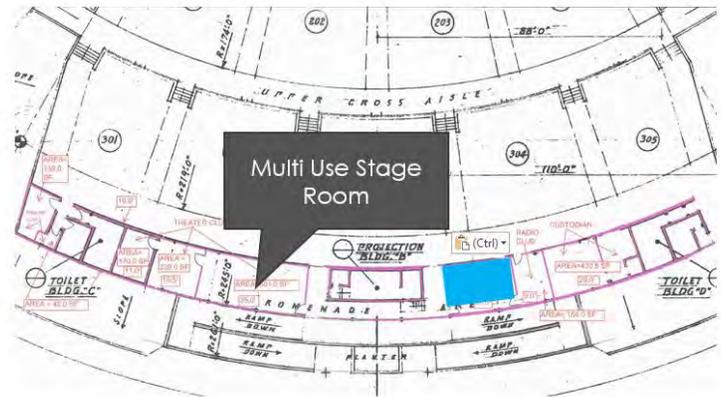
- Clubhouse 3
- 543 Square Feet
- Annual Lease- \$1.00
- Open 3 days per week
- Average monthly attendance 90-100



## VIDEO PRODUCERS CLUB

- Upper Amphitheater
- 320 Square Feet
- Annual Lease- \$1.00
- Open per club needs
- Average monthly attendance 30-50

Proposed

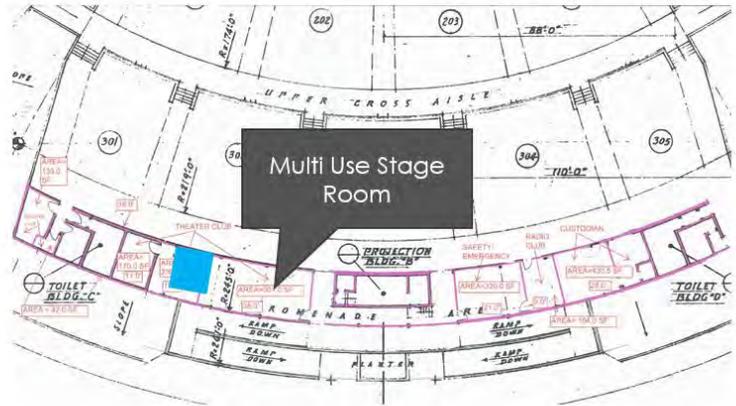




## THEATER CLUB

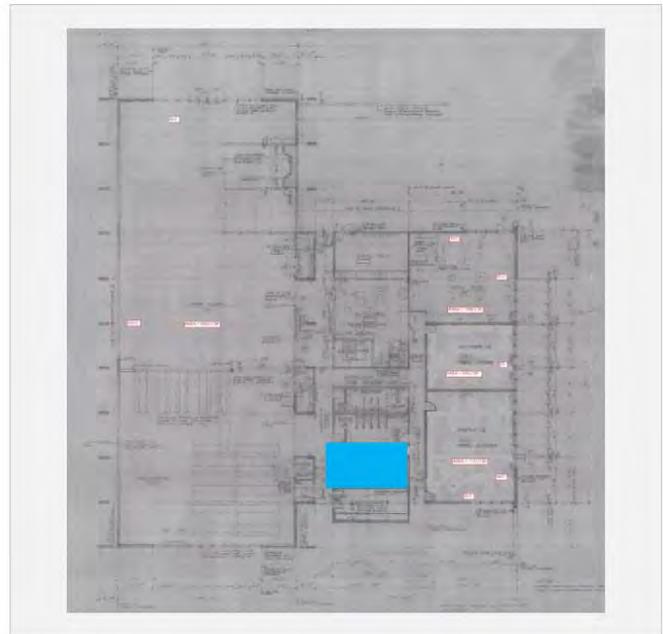
- Upper Amphitheater
- 239 Square Feet
- Annual Lease- \$1.00
- General Club Activities/Prop Storage
- Open per club member needs
- Average monthly attendance 150-200

- Proposed



## HISTORICAL SOCIETY

- Clubhouse 1
- 434 Square Feet
- Annual Lease- \$1.00
- General Community Services, archival history of Leisure World, Seal Beach
- Open 2-4pm Thursdays or by appointment
- Average monthly attendance 20-30





## ROLLING THUNDER

- 1.8 Acres
- 910 Square Feet
- Annual Lease- \$1.00
- General Club Activities
- Open per club member needs
- Average monthly attendance 150-200



## EXTERIOR LOT

- Lease of Trust property building
- Approximately, 8,800 Sq. Ft.
- Annual Lease - \$1.00
- General M8 activities



## LEASE AGREEMENT – GENEALOGY CLUB

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 20\_\_\_\_ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Leisure World Genealogy Club (hereinafter referred to as "**CLUB**") who agrees as follows:

### 1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consists of room ten (10) in Clubhouse Three (3) building, consisting of 543 square feet, located at 1421 Northwood Road (hereinafter the “Premises”).
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

### 2. TERM

The term of this lease shall be one (1) year commencing January 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

### 3. ANNUAL RENTAL AND TAXES

**CLUB** shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

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

### 4. USAGE

**CLUB** wishes to lease this space for the purposes to provide volunteers to: staff **CLUB’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

**CLUB’s** use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. CLUB shall have the assigned space open for use at least 5 days a week for 4 hours.
- b. **CLUB** or its members shall not operate as a business\_\_\_\_\_. (initials)

## LEASE AGREEMENT – GENEALOGY CLUB

- c. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_\_. (initials)
- d. **CLUB** 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.
- e. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- f. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB'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.
- g. **CLUB** 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.
- h. **CLUB** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.

### 5. DISCLAIMER

**CLUB** agrees, all acts by **CLUB**, are as a fully independent **CLUB** 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 **CLUB**.

### 6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives\_\_\_\_\_. (Initials)
- b. **CLUB** 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 **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.

## LEASE AGREEMENT – GENEALOGY CLUB

- c. If **CLUB** 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 Manager) has received written notice from **CLUB** 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 heat, light, power and water for the Premises. The Premises, and every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

### 8. INDEMNITY & INSURANCE

The **CLUB** and its members, 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 **CLUB'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 **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein will be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

### 9. ASSIGNMENT

**CLUB** 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.

Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to

## LEASE AGREEMENT – GENEALOGY CLUB

terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

### 10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- 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 **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not be in default of this Agreement if **CLUB** 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 **CLUB** 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 **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- c. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** 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 **CLUB** is complying with its obligations under the Agreement\_\_\_\_\_. (Initials)

### 12. NOTICE

## LEASE AGREEMENT – GENEALOGY CLUB

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.

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.

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 **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** 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 **CLUB**.

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. ATTORNEY'S 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 attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

### 15. MISCELLANEOUS

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 both parties. 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 – GENEALOGY CLUB

## GOLDEN RAIN FOUNDATION

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

## GENEALOGY CLUB

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

## LEASE AGREEMENT – LW HISTORICAL SOCIETY

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 20\_\_\_\_ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Leisure World Historical Society, a 501(c) 3 educational organization (hereinafter referred to as "**SOCIETY**") who agrees as follows:

### 1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consists of room A in Clubhouse One (1) building, consisting of 434 square feet, located at 1880 Golden Rain Road (hereinafter the “Premises”).
- b. **SOCIETY** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **SOCIETY** has examined the Premises and fully accepts its present condition.

### 2. TERM

The term of this lease shall be one (1) year commencing January 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **SOCIETY** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

### 3. ANNUAL RENTAL AND TAXES

**SOCIETY** shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

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

### 4. USAGE

**SOCIETY** wishes to lease this space for the purposes to provide volunteers to: staff **SOCIETY’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **SOCIETY**; engage in activities which further the purposes of the **SOCIETY**; and to further the benefits to the shareholder/members.

**SOCIETY’s** use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **SOCIETY** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_\_. (initials)

## LEASE AGREEMENT – LW HISTORICAL SOCIETY

- b. **SOCIETY** 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.
- c. **SOCIETY** shall comply with the **SOCIETY's** Bylaws attached to this Agreement and shall include a resolution from the **SOCIETY's** Board of Directors to enter this agreement.
- d. **SOCIETY** shall comply with all of the regulations and rules of **SOCIETY's** use of the Premises including, without limitation, the obligation, at **SOCIETY'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. **SOCIETY** 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.
- f. **SOCIETY** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **SOCIETY's** personal property and equipment stored at the Premises.
- g. **SOCIETY** shall procure any and all permits required by law to operate the business of **SOCIETY** at the Premises.

### 5. DISCLAIMER

**SOCIETY** agrees, all acts by **SOCIETY**, are as a fully independent corporation 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 **SOCIETY**.

### 6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **SOCIETY** shall be liable for any damage to the Premises resulting from the acts or omissions of **SOCIETY**, its members, guests or any of its authorized representatives\_\_\_\_\_. (Initials)
- b. **SOCIETY** 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 **SOCIETY** to remove any alteration that **SOCIETY** has made to the Premises. If GRF so elects, **SOCIETY** at its cost, shall restore the Premises to the original condition.
- c. If **SOCIETY** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business

## **LEASE AGREEMENT – LW HISTORICAL SOCIETY**

days after the GRF Representative (Recreation Manager) has received written notice from **SOCIETY** 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 heat, light, power and water for the Premises. The Premises, and every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

### 8. INDEMNITY & INSURANCE

The **SOCIETY** and its members, 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 **SOCIETY'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 **SOCIETY's** use of the Premises.

Any **SOCIETY** activity which may require special insurance not mentioned herein will be maintained by **SOCIETY** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

### 9. ASSIGNMENT

**SOCIETY** 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.

Any dissolution, merger or consolidation of **SOCIETY** shall be deemed an involuntary assignment and shall constitute a default of **SOCIETY**. GRF shall have the right to

## LEASE AGREEMENT – LW HISTORICAL SOCIETY

terminate this Agreement, in which case the lease shall not be treated as an asset of **SOCIETY**.

No interest of **SOCIETY** in this Agreement shall be assignable by operation of law.

### 10. DEFAULT

The occurrence of any of the following shall constitute a default by **SOCIETY**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- 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 **SOCIETY**. If a default cannot reasonably be cured within thirty (30) days, **SOCIETY** shall not be in default of this Agreement if **SOCIETY** 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 **SOCIETY** 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 **SOCIETY** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **SOCIETY's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to **SOCIETY** shall terminate this Agreement.
- c. GRF, at any time after **SOCIETY** commits a default, can cure the default at **SOCIETY's** cost. If GRF at any time, by reason of **SOCIETY's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **SOCIETY** shall be due immediately from **SOCIETY** 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 **SOCIETY** is complying with its obligations under the Agreement\_\_\_\_\_. (Initials)

## LEASE AGREEMENT – LW HISTORICAL SOCIETY

### 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 prepaid, 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 on page 6 of this Agreement.

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 **SOCIETY** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **SOCIETY** 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 **SOCIETY**.

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. ATTORNEY'S 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 attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

### 15. MISCELLANEOUS

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 both parties. 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

## LEASE AGREEMENT – LW HISTORICAL SOCIETY

single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

### GOLDEN RAIN FOUNDATION

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

### LW HISTORICAL SOCIETY

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

## LEASE AGREEMENT – ROLLING THUNDER CLUB

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 20\_\_\_\_ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Rolling Thunder (hereinafter referred to as **CLUB** who agrees as follows:

### 1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consists of approximately 910 square feet (concrete pad with awning and fenced storage area, within the section of trust Property commonly referred to as the 1.8 acres (Exhibit A), (hereinafter the “Premises”).
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

### 2. TERM

The term of this lease shall be one (1) year commencing January 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

### 3. ANNUAL RENTAL AND TAXES

**CLUB** shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

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

### 4. USAGE

**CLUB** wishes to lease this space for the purposes of general community services per exhibit B, to provide volunteers to: staff **CLUB** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

**CLUB’s** use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business\_\_\_\_\_. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_\_. (initials)

## LEASE AGREEMENT – ROLLING THUNDER CLUB

- c. **CLUB** 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. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB'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.
- f. **CLUB** 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.
- g. **CLUB** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.
- h. **CLUB** shall procure any and all permits required by law to operate the business of **CLUB** at the Premises.

### 5. DISCLAIMER

**CLUB** agrees, all acts by **CLUB**, are as a fully independent club 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 **CLUB**.

### 6. MAINTENANCE

GRF shall provide janitorial/cleaning services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives\_\_\_\_\_. (Initials)
- b. **CLUB** 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 **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.
- c. If **CLUB** 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

## LEASE AGREEMENT – ROLLING THUNDER CLUB

**CLUB** 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 water for the Premises (no electricity, gas or telephony services are provided at the location). 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

The **CLUB** and its members, 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 **CLUB'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 **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein will be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

### 9. ASSIGNMENT

**CLUB** 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.

Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

## LEASE AGREEMENT – ROLLING THUNDER CLUB

### 10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- 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 **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not be in default of this Agreement if **CLUB** 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 **CLUB** 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 **CLUB** 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 **CLUB'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 **CLUB** shall terminate this Agreement.
- iii. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** 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 **CLUB** is complying with its obligations under the Agreement\_\_\_\_\_. (Initials)

### 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 prepaid, first class mail.

## LEASE AGREEMENT – ROLLING THUNDER CLUB

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.

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 **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** 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 **CLUB**.

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. ATTORNEY'S 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 attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

### 15. MISCELLANEOUS

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 both parties. 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 – ROLLING THUNDER CLUB**

**GOLDEN RAIN FOUNDATION**

**ROLLING THUNDER CLUB**

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

\_\_\_\_\_

Attachments:

- 1. CLUB/CORP Bylaws
- 2. CLUB/CORP Resolution

## Exhibit A



### ROLLING THUNDER

- 1.8 Acres
- 910 Square Feet
- Annual Lease- \$1.00
- General Club Activities
- Open per club member needs
- Average monthly attendance 150-200



\_\_\_\_\_. (Initials)

## Exhibit B

General scope of services to be provided by Rolling Thunder under this lease agreement.

- Batteries
  - Add water
  - Clean and replace batteries cables
  - Lubrication of cables
  - Provide instructions on battery charging
- Add air to tires
- Minor repairs
  - Change tires, fix flats
  - Install gages and repair flags
  - Install and repair turn signals
  - Install and repair brake lights
  - Install seat belts
  - Replace windshield or repair
  - Install horns
  - Install rear seats or repair
  - Install cart pick-up beds or repair
  - Install rear view mirrors
  - Fix or install covers

\_\_\_\_\_. (Initials)

## LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 20\_\_\_\_ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Leisure World Theater Club (hereinafter referred to as "**CLUB**") who agrees as follows:

### 1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consists of one (1) room located at the upper amphitheater complex, consisting of approximately 239 square feet (hereinafter the “Premises”).
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

### 2. TERM

The term of this lease shall be one (1) year commencing January 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

### 3. ANNUAL RENTAL AND TAXES

**CLUB** shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

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

### 4. USAGE

**CLUB** wishes to lease this space for the purposes to provide volunteers to: staff **CLUB’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

**CLUB’s** use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business\_\_\_\_\_. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_\_. (initials)

## LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

- c. **CLUB** 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. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB'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.
- f. **CLUB** 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.
- g. **CLUB** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.
- h. **CLUB** to be guaranteed 3 half day reservations, per week, of the multiuse upper amphitheater stage room; such guarantee is subject to reasonable coordination with the Theater Club. Should a conflict exist, the Recreation Department shall resolve any reservation conflicts.

### 5. DISCLAIMER

**CLUB** agrees, all acts by **CLUB**, are as a fully independent **CLUB** 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 **CLUB**.

### 6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives\_\_\_\_\_. (Initials)
- b. **CLUB** 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 **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.

## **LEASE AGREEMENT – LEISURE WORLD THEATER CLUB**

- c. If **CLUB** 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 Manager) has received written notice from **CLUB** 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 heat, light, power and water for the Premises. The Premises, and every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

### **8. INDEMNITY & INSURANCE**

The **CLUB** and its members, 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 **CLUB'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 **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein will be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

### **9. ASSIGNMENT**

**CLUB** 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.

Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to

## LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

### 10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- 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 **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not be in default of this Agreement if **CLUB** 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 **CLUB** 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 **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- c. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** 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 **CLUB** is complying with its obligations under the Agreement\_\_\_\_\_. (Initials)

### 12. NOTICE

## LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

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.

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.

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 **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** 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 **CLUB**.

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. ATTORNEY'S 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 attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

### 15. MISCELLANEOUS

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 both parties. 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 – LEISURE WORLD THEATER CLUB**

**GOLDEN RAIN FOUNDATION**

**LW THEATER CLUB**

\_\_\_\_\_  
President (*signature*)

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President (*signature*)

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Attachments:

- 1. CLUB Bylaws
- 2. CLUB Resolution

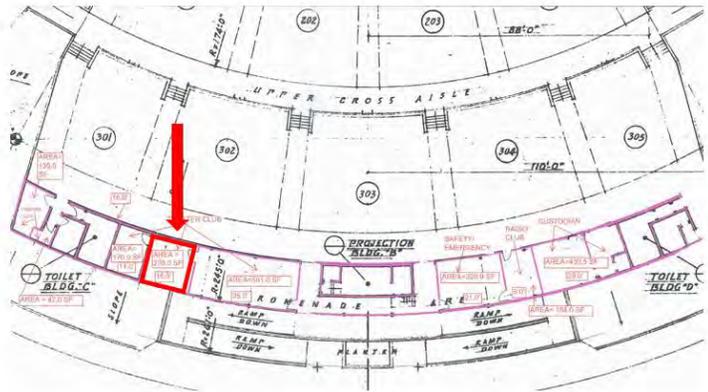
# LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

## Exhibit A



### THEATER CLUB

- Upper Amphitheater
- 239 Square Feet
- Annual Lease- \$1.00
- General Club Activities
- Open per club member needs
- Average monthly attendance 150-200



## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 20\_\_\_\_ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Video Producers Club (hereinafter referred to as “**CLUB**”) who agrees as follows:

### 1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consists of one (1) room located at the upper amphitheater complex (Exhibit A), consisting of approximately 320 square feet, Road (hereinafter the “Premises”).
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

### 2. TERM

The term of this lease shall be one (1) year commencing January 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

### 3. ANNUAL RENTAL AND TAXES

**CLUB** shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

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

### 4. USAGE

**CLUB** wishes to lease this space for the purposes of video production, to provide volunteers to: staff **CLUB’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

**CLUB’s** use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business\_\_\_\_. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_. (initials)

## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

- c. **CLUB** 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. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB'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.
- f. **CLUB** 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.
- g. **CLUB** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.
- h. **CLUB** to be guaranteed, three (3) half day reservations, per week, of the multiuse upper amphitheater stage room; such guarantee is subject to reasonable coordination with the Theater Club. Should a conflict exist, the Recreation Department shall resolve any reservation conflicts.

### 5. DISCLAIMER

Neither GRF, nor any of its directors, employees or agents assumes any legal liability or responsibility for any video or production, nor do they represent that its use would not infringe privately owned rights. GRF shall not be responsible for ensuring **CLUB's** compliance with any applicable copyright and intellectual property laws. **CLUB** shall be solely responsible for securing any required releases or waivers from persons videotaped, photographed or otherwise recorded (whether audio or visual, or both), including, without limitation, those persons whose images are used for any purpose, as well as for complying with all applicable copyright and intellectual property laws.

**CLUB** agrees to include the following disclaimer to be displayed at the commencement of each and every video for a continuous sixty (60) seconds, to be displayed in a legible manner on a simple black screen with large, white font:

*“The views and opinions expressed in the following production do not reflect those of the Golden Rain Foundation, or its Board of Directors and staff. This video is the sole responsibility of the Video Producers Club and production of the video and its contents were not approved by the Golden Rain Foundation, its Board of Directors and/or staff.*”

## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

*Neither the Golden Rain Foundation nor any of its directors, employees or agents assumes any legal liability or responsibility for this video and its contents, nor do they represent that its use would not infringe any privately owned rights.”*

### 6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives\_\_\_\_\_. (Initials)
- b. **CLUB** 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 **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.
- c. If **CLUB** 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 Manager) has received written notice from **CLUB** 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 heat, light, power and water for the Premises. The Premises, and every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

### 8. INDEMNITY & INSURANCE

The **CLUB** and its members, 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 **CLUB’s** use or misuse (or the Boards’ approval of the

## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

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 **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein will be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

### 9. ASSIGNMENT

**CLUB** 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.

Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

### 10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- 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 **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not be in default of this Agreement if **CLUB** 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 **CLUB** 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 **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.

## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

- b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- c. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** 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 **CLUB** is complying with its obligations under the Agreement \_\_\_\_\_. (Initials)

### 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 prepaid, 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 on page 6 of this Agreement.

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 **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** 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 **CLUB**.

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. ATTORNEY'S 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 attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

**LEASE AGREEMENT – VIDEO PRODUCERS CLUB**

15. MISCELLANEOUS

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 both parties. 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.

**GOLDEN RAIN FOUNDATION**

**VIDEO PRODUCERS CLUB**

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
President (*signature*)

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Mailing Address

Attachments:

- 1. CLUB Bylaws
- 2. CLUB Resolution



## LEASE AGREEMENT – MUTUAL EIGHT

No. \_\_\_\_\_

This agreement is made on January 1<sup>st</sup>, 20 \_\_\_\_\_, 2017, between GOLDEN RAIN FOUNDATION, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and SEAL BEACH No. MUTUAL Eight, Seal Beach, California 90740, and a California Corporation (hereinafter referred to as "**MUTUAL EIGHT**"), who agrees as follows:

### 1. OPENING CLAUSES

This Agreement is made with reference to the following facts:

- a. The Golden Rain Foundation of Seal Beach is designated in accordance with the Declaration of Trust recorded on July 10, 1962, as the Trustee of all Trust property within the property commonly known as Leisure World of Seal Beach.
- b. Section IV of the Declaration of Trust; states"... Trustee is hereby expressly granted and reserves the right to deal, for the use and benefit of the Cooperatives and their members..."
- c. Section VII of the Declaration of Trust; grants the Board of the Golden Rain Foundation of Seal Beach the "...the further powers to grant, bargain , sell for cash or credit, convey, exchange, convert, lease for terms, either within or beyond the end of the Trust, for any purpose; assign , partition, divide, subdivide, improve, insure, loan, re-loan, invest and reinvest the Trust Estate or any part thereof in such manner and on such terms and conditions as Trustee deems advisable... "
- d. GRF is the owner of the property described as that portion of Tract Map No. 4401 in the City of Seal Beach, County of Orange, and State of California as shown on the highlighted section of Exhibit A and further identified as Lot E on Exhibit B (hereinafter referred to as Trust, property, LotE).
- e. Under the Bylaws of the Golden Rain Foundation of Seal Beach, the Board shall have the powers to "... To sell, assign, convey, exchange, lease, mortgage, encumber, and transfer upon trust or otherwise dispose of all property, real or personal..."
- f. Under the Bylaws of **MUTUAL EIGHT**, Section 2, Powers, Duties and Standard of Care, the Mutual Eight Board "... Each Director shall exercise such powers and otherwise perform such duties in good faith, in the manner such Director believes to be in the best interest of the corporation..."

## LEASE AGREEMENT – MUTUAL EIGHT

- g. The Board of **MUTUAL EIGHT**, by resolution at a duly posted meeting, is willing to lease the Trust property, Lot E, from GRF, pursuant to the provisions stated in this Agreement.
- h. **MUTUAL EIGHT** has examined the Trust property, Lot E and fully accepts its present condition.

### 2. TERM

The term of this lease shall be \_\_\_\_\_ years commencing January 1<sup>st</sup>, 20\_\_\_\_, and shall expire on December 31<sup>st</sup>, 20\_\_\_\_. GRF shall have the option to review this Agreement annually and renew for additional five (5) year periods. Either party retains the right to Revoke and Terminate this Agreement at any time.

### 3. ANNUAL RENTAL AND TAXES

GRF grants the use of Trust property, Lot E as noted in Exhibits A and B. **MUTUAL EIGHT** shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

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

### 4. USAGE

**MUTUAL EIGHT** shall use the Trust property, Lot E and may install certain improvements on the land upon prior written approval of the GRF.

**MUTUAL EIGHT's** use of the Trust property, Lot E, as provided in this Agreement, shall be in accordance with the following:

**MUTUAL EIGHT** shall not do, bring, or keep anything in or about the Trust property, Lot E, that will cause the cancellation of any GRF insurance covering the Trust Property.

**MUTUAL EIGHT** shall comply with GRF policy and procedures and with all of the requirements concerning the use of the Trust Property, Lot E, including, without limitation, the obligation at **MUTUAL EIGHT's** cost to maintain the alterations or restore the Trust Property, Lot E, in compliance and conformity with all governing documents and laws relating to the condition, use, or occupancy of the Trust Property, Lot E, during the term without GRF's written consent.

## LEASE AGREEMENT – MUTUAL EIGHT

### 5. MAINTENANCE

**MUTUAL EIGHT** shall provide and pay for all maintenance and repairs of Trust property, Lot E including but not limited to; gardening, landscaping, sprinkler repair, and tree trimming services and maintain Trust property, Lot E, in a condition acceptable to the GRF Board.

GRF will perform routine inspections, no less than four (4) times per year. Any deficiency in the obligation of Mutual Eight to maintain Trust property, Lot E, will be reported in writing to the Mutual Eight Board, with a thirty (30) day notice to cure.

**MUTUAL EIGHT** shall be liable for any damage to the Trust property, Lot E resulting from the acts or omissions of **MUTUAL EIGHT** or its authorized representatives .

**MUTUAL EIGHT** shall not make any material alterations to the Trust property, Lot E without GRF's written consent. Any alterations made shall remain on and be surrendered with the Trust property, Lot E on expiration of termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require **MUTUAL EIGHT** to remove any alteration that **MUTUAL EIGHT** has made to the Trust Property.

### 6. INDEMNITY AND EXCULPATION

GRF shall not be liable to **MUTUAL EIGHT** for any damages to **MUTUAL EIGHT** or **MUTUAL EIGHT's** property from any cause. **MUTUAL EIGHT** waives all claims and indemnifies GRF. **MUTUAL EIGHT** shall indemnify, defend at its sole cost (with counsel selected by GRF) and hold GRF and its employees, agents, representatives, officers, directors, and shareholders harmless from and against any and all claims, demands, actions, liabilities, losses, damages, injuries, costs and expenses (including without limitation, actual attorney's fees and defense costs) arising directly or indirectly out of, or in connection with or related to, this Agreement or in connection with the use and/or maintenance, operation, or condition of Trust property, Lot E, including any and all claims and of Trust property, Lot E, except to the extent any such liability is due to the sole willful misconduct or gross negligence of GRF and/or its employees. This provision to indemnify GRF and its employees, agents, representatives , officers, directors, and shareholders also relates to any and all acts, errors, or omissions, statements or representations made by GRF in the performance and/or non-performance of this Agreement. The obligation of **MUTUAL EIGHT** to indemnify, defend and hold harmless includes but is not limited to the obligation to pay for, on a current bases, all costs of defense of GRF in any action , which costs include but are not limited to the payment of all fees and expenses for legal, expert, accounting or other professional services needed to defend any action brought by any person or entity for which indemnification and defense of GRF is

## LEASE AGREEMENT – MUTUAL EIGHT

called hereunder. Notwithstanding any other provision of this Agreement to the contrary, **MUTUAL EIGHT's** obligations under this Section shall survive the expiration and/or termination of this Agreement for any reason whatsoever. Further,

this provision shall not be limited by any applicable insurance coverage available to **MUTUAL EIGHT** or GRF hereunder.

**MUTUAL EIGHT** will be responsible only for any willful misconduct and gross negligence where such liability is due to the sole conduct of **MUTUAL EIGHT** and/or its Board in the performance of its duties under this Agreement.

### 7. 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 electronic transmission.

### 8. WAIVER

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.

### 9. ATTORNEY'S FEES

If either party becomes a party to any litigation concerning this Agreement by reason of any act or omission of the other party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable for that party for reasonable attorney fees and court costs incurred by it in the litigation. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover the losing party reasonable attorney fees costs of suit.

### 10. SIGNATURE AUTHORITY

Signatures below constitutes the majority action of GRF and **MUTUAL EIGHT** Board of Directors at a duly posted meeting.

# LEASE AGREEMENT – MUTUAL EIGHT

## GOLDEN RAIN FOUNDATION

## MUTUAL EIGHT

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

\_\_\_\_\_

Attachments:

1. CLUB/CORP Bylaws
2. CLUB/CORP Resolution

# Request to Waive Lost GRF ID Card Non-Surrender Fee

Policy 1201-33

Resident's Name \_\_\_\_\_ Today's Date 10/24/19  
Mutual 1 Apt.# \_\_\_\_\_ Address \_\_\_\_\_

*Your request to waive the \$500 fee incurred for a lost GRF ID Card will be reviewed at the next regularly scheduled Finance Committee (3<sup>rd</sup> Monday of the month).*

Reason fee should be waived: SEE ATTACHED LETTER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Requester \_\_\_\_\_

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### FOR OFFICE USE ONLY:

Date of Finance Committee Review: \_\_\_\_\_

Approved Waiver of Fee       Denied Waiver of Fee

Stock Transfer Notification Date: \_\_\_\_\_

Finance Department Notification Date: \_\_\_\_\_

### CURRENT CONTACT INFORMATION:

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

October 10, 2019

# Golden Rain Foundation

PO BOX 2069 | Seal Beach, California 90740

Dear GRF:

My mother, [REDACTED], was a Leisure World resident until she passed away on June 25, 2019. I was the non-resident joint owner of her unit in Mutual [REDACTED]. I am currently selling the unit and the closing date is October 24, 2019. I am an only child, and as you can imagine this has been a very emotionally difficult period for me. Apart from the grief of losing my mother quite suddenly and at an untimely age, I am overwhelmed trying to figure out how to settle her estate.

My mother was unable to care for herself in the last few months of her life and her affairs become unorganized and scattered. Unfortunately, some of her important documents have been difficult for me to ascertain, and this includes her Leisure World Identification card which I have not been able to find (nor did I ever know she had one). In fact, I did not know until recently, upon being informed by the Stock Transfer Office, that I will be charged \$500 for not having the ID card. If I had to make my best guess as to what happened to it, her wallet ended up missing or stolen during the last few months of her life while she was in the care of numerous caretakers. But even that is only a best guess.

Upon reviewing Section 1202 of the GRF policies, it states that "In the case of a deceased member, the fee may be waived". Considering the circumstances I have described, I humbly request that you please waive this fee in my case or at least reduce it to less punitive amount (such as \$100). I respect that you need to have policies like this in place and that perhaps a steep economic disincentive for not turning in the ID card is the best solution in many cases. But my mother had a very positive experience at Leisure World, and my best hope is that we do not end the relationship punctuated by an extraordinary fee if it is reasonable to reduce it or waive it.

SINCERELY,

  
[REDACTED]

Request to Waive Lost GRF ID Card Non-Surrender Fee  
Policy 1201-33

Resident's Name [REDACTED] Today's Date 10/18/19  
Mutual [REDACTED] Apt.# [REDACTED] Address [REDACTED] - El Dorado Drive

*Your request to waive the \$500 fee incurred for a lost GRF ID Card will be reviewed at the next regularly scheduled Finance Committee (3<sup>rd</sup> Monday of the month).*

Reason fee should be waived: \_\_\_\_\_

Please See Attached letter

Signature of Requester \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Date of Finance Committee Review: \_\_\_\_\_

Approved Waiver of Fee       Denied Waiver of Fee

Stock Transfer Notification Date: \_\_\_\_\_

Finance Department Notification Date: \_\_\_\_\_

**CURRENT CONTACT INFORMATION:**

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_





## COMMITTEE ACTION REQUEST

TO: FINANCE COMMITTEE  
 FROM: RECREATION COMMITTEE  
 SUBJECT: CAPITAL FUNDING REQUEST, PROFESSIONAL SERVICES - FEASIBILITY STUDY, RESTAURANT AND BAR CONSULTANT  
 DATE: OCTOBER 23, 2019  
 CC: FILE

At its regularly scheduled meeting on August 13, 2019, the Recreation Restaurant/Bar Sub-Committee directed staff to research restauranteurs and/or professional restaurant consultants, to review and provide professional recommendation on the possible use of existing Trust Property amenity, for the purpose of Leasing such property for Restaurant & Bar operations.

Three qualified consultants were contacted and were requested to provide an estimate on providing a general feasibility study; Proposals attached:

The Gilkey Restaurant Consulting Group	\$3,000
New School	\$10,000
Savory Hospitality Consulting	\$2,300

At its regularly scheduled meeting on October 22, 2019, the Recreation Restaurant/Bar Sub-Committee reviewed the proposals and duly moved and approved to recommend to the Recreation Committee retention of Savory Hospitality Consulting.

At its regularly scheduled meeting on November 4, 2019, the Recreation Committee duly moved and approved to recommend to the GRF Board the retention of Savory Hospitality Consulting, in the amount of \$2,300, Capital Funding, pending the Finance Committee review and determination of the availability of Capital funds.

I move to allocate Capital funding, for professional consultation services to provide a feasibility study, by Savory Hospitality Consulting, in the amount of \$2,300, and forward this request to the GRF Board of Directors, after Finance approval.



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## FUNDING ACTION REQUEST

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**TO:** FINANCE COMMITTEE  
**FROM:** RECREATION COMMITTEE (TD)  
**SUBJECT:** CAPITAL FUNDING REQUEST – FITNESS CENTER CONSULTANT  
**DATE:** NOVEMBER 7, 2019  
**CC:** FILE

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At its regularly scheduled meeting on November 4 , 2019, the Recreation Committee duly moved and approved to recommend to the GRF Board of Directors, approve consulting services from K Allan Consulting for the Fitness Center improvements.

The Recreation Committee seeks Finance Committee review and consideration to determine if sufficient Capital funds, not to exceed \$3,000, are available for Consulting services from K Allan consulting for the Fitness Center improvements.

**Note:** See attached Proposal.

I move to allocate Capital funding, for Consulting services from K Allan Consulting for the Fitness Center improvements, in an amount not to exceed \$3,000, and forward this request to the GRF Board of Directors, after Finance approval.

# WHO WE ARE



**K ALLAN**  
CONSULTING

We developed K Allan Consulting to answer the growing concerns retirement communities have towards the health and effectiveness of their members. We believe that with the correct combination of facility design and content we can service all within the community. Our primary goal is the ATTRACT all to take part in wellness, MODIFY high-risk health behavior, and RETAIN these individuals for a healthy, productive life.

We are a company made up of health care professionals who believe knowledge is the key to health. We also believe that prevention is the answer to our growing health concerns and use this philosophy in creating a wellness program that strives for a better, healthier workplace.

*Offering a full range of services for developing your facility to meet your clients needs.*

Our experience has taught us that fitness facility design is a complex process extending well beyond equipment selection. From initial conceptualization through ongoing operation we can help in every stage of fitness center design. We offer a complete range of consulting services and can tailor our level of involvement to meet our clients needs.

## Unique Design Concepts

We understand that each client offers a unique challenge in terms of demographics and customer service needs. If overlooked these needs will eventually affect the business model negatively. Our team has years of experience designing all types of fitness facilities including:

- Multi-Family Housing
- Corporate Centers
- Educational Settings
- Personal Training Centers
- Country Clubs
- Hospitals/Rehabilitation
- Spa's/Resort's
- Government Facilities
- Private Gyms
- Hotels
- Cruise Ships
- Retirement Communities

## Code Compliance

**ADA Compliance** ADA compliance begins at the design phase and continues to day-to-day operations. We consult during all phases to ensure facilities are compliant at all times.

**OSHA Compliance** In addition to creating a safe environment for your clients it is just as important to maintain a safe workplace for your employees. We help to make sure our clients are OSHA complaint and take the proper steps to maintain compliance.

**Physical Facility Liability Reduction** There are a number of areas within the fitness facility which can be considered potential liability risks. Our consulting ensures the day-to-day operations and facility design reduces the liability and creates the safest environment

**Procedural Liability Reduction** In addition to the physical liability there are a number of procedures that must be in place within the fitness center to reduce liability. Our consulting addresses procedural concerns such as emergency planning and customer service.

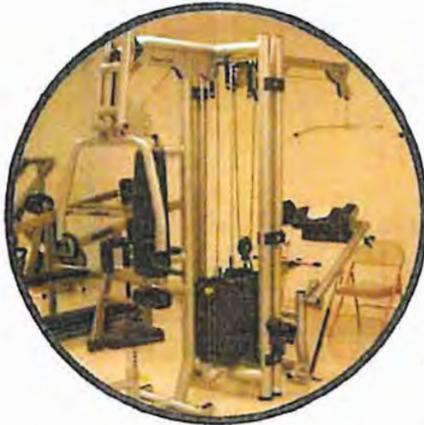
**Employee Relations** We also help to insulate our clients from potential liability relating to employee relations.

# Leisure World Current Gym Issues:

## Age of Equipment

**PROBLEM:** The majority of equipment is at least six years old. Once equipment reaches the end of its "lifespan" equipment costs soon outweigh the purchase of new equipment under warranty. In addition, liability risks go up with older equipment.

**SOLUTION:** Help to secure industry pricing on new gym equipment from the industry's top manufacturers to meet Leisure World's demographics.



## Check-in Counter

**PROBLEM:** The check-in counter is the first thing that greets you upon entering the facility. The current counter is not aesthetically pleasing or functional.

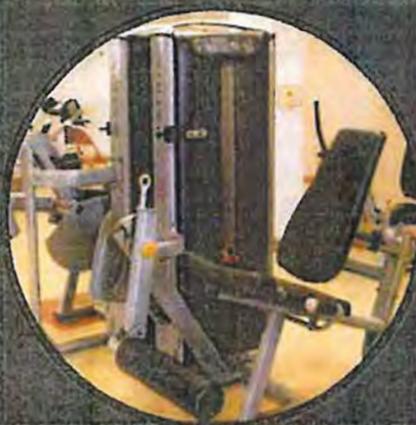
**SOLUTION:** Consult on design of new front desk with form as well as function in mind to create a welcoming environment upon entering the gym.



## Additional Equipment Needs

**PROBLEM:** Although the aging population uses a majority of the same equipment as your typical gym-goer there are some speciality pieces that are specific to the retirement communities.

**SOLUTION:** We will advise on the latest trends in gyms catering to the aging population and help to determine what additional equipment can be offered to the Leisure World community.



## Equipment Flow/Size of Space

**PROBLEM:** The current gym does not have the best flow. Walkways are not clearly defined in terms of ADA compliance and there are no specific areas for the different types of equipment and exercises.

**SOLUTION:** We will help create a new layout with the best flow and also help to determine if any additional space is needed for the new gym.



# K ALLAN CONSULTING SERVICES FOR LEISURE WORLD

## Phase 1 – Consulting Phase:

1. Preliminary meeting with client to discuss mission statement of facility and develop milestones/future business goals.
2. Determine target demographics through current facility statistics.
3. Work with client to develop budget in relationship to fitness equipment and amenities.
4. Develop list of equipment selection including quantities based upon demographics, statistics, and budget.

## Phase 2 – Pre-Design Phase:

1. Collaborate with client to determine square footage requirements for all area's including strength training, cardiovascular, group exercise, stretching, functional training, and rehabilitation areas.
2. Meet with client and structural engineer to flag potential design problems associated with equipment specs and locations.
3. Develop initial CAD layout for fitness facility with equipment location to determine space compliance.
4. Determine timeline for design phase and completion date.

## Phase 3 – Design Phase:

1. Meet with client and interior designer to determine color schemes.
2. Collaborate with the design team to determine placement of interior design elements.
3. Collaborate with client on incorporating green design elements/products.
4. Review and refine initial CAD drawing to reflect equipment decisions and client input.
5. Submit design documents including items SKU's dimensions, electrical requirements, cut sheets, etc. as well as digital CAD rendering of approved drawings including all equipment icons.
6. Develop 3D rendering of fitness facility.

## Phase 4 – Bid and Negotiation Phase:

1. Advise client regarding equipment recommendations and choice vendors including old equipment sale.
2. Create specs for recommended fitness equipment.
3. Coordinate development of RFP document for procurement requests for FF&E and OS&E if applicable.
4. Review bids and provide client with recommendations based competitive quotes.
5. Negotiate final bids for added incentives.
6. Complete procurement and determine initial delivery schedules.

## Phase 5 – Installation Phase:

1. Meet with client to determine final construction schedule.
2. Organize equipment delivery with vendors.
3. Develop equipment maintenance schedule based upon manufacturer's recommendation.

## TERMS AND CONDITIONS

Total cost for all phases of this proposal is set at \$3,000.00.

10/8/19

K Allan Consulting



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## FUNDING ACTION REQUEST

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**TO:** FINANCE COMMITTEE  
**FROM:** RECREATION COMMITTEE (TD)  
**SUBJECT:** CAPITAL FUNDING REQUEST – RV LOT AISLE/END MARKER REPLACEMENT  
**DATE:** NOVEMBER 7, 2019  
**CC:** FILE

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At its regularly scheduled meeting on November 4, 2019, the Recreation Committee duly moved and approved to recommend to the GRF Board of Directors approve replacement of the RV Lot aisle and end markers.

The Recreation Committee seeks Finance Committee review and consideration to determine if sufficient Capital funds, not to exceed \$3,330, are available for the replacement of all the aisle and end markers in the RV lot.

I move to allocate Capital funding, for the replacement of all the aisle and end markers in the RV Lot, in an amount not to exceed \$3,330, and forward this request to the GRF Board of Directors, after Finance approval.

Exhibit A



Exhibit B





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## FUNDING ACTION REQUEST

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**TO:** FINANCE COMMITTEE  
**FROM:** PHYSICAL PROPERTY COMMITTEE (MW)  
**SUBJECT:** RESERVE FUNDING REQUEST - MAIN GATE LED LIGHTS  
**DATE:** NOVEMBER 7, 2019  
**CC:** FILE

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At its regularly scheduled meeting on November 6, 2019, the Physical Property Committee duly moved and approved to replace the existing lighting at the Security Offices with LED panels along with replacing the ceiling tiles for a cost not to exceed \$3,550, Reserve Funding

The Physical Property Committee seeks Finance Committee review and consideration to determine if sufficient *Reserve* funding, not to exceed \$3,550 are available for the replacement of existing lighting at the Security Offices, with LED panels along with replacing the ceiling tiles.

I move to allocate Reserve funding, to replace the existing lighting at the Security Offices, with LED panels along with replacing the ceiling tiles, for a cost not to exceed \$3,550, and forward this request to the GRF Board of Directors, after Finance approval.

# GRF Service Maintenance Department Approximate Labor & Materials Cost

Date: 10-03-19  
To: Mark Weaver; Facilities Director  
From: Ruben G. Gonzalez; Facilities Manager  
Subject: ESTIMATE  
Location: Main Gate

### Itemized List for Material(s)

Disclaimer; Please note this is an ESTIMATE only any unforeseen items may increase the total cost of the job.

Install LED lights and new ceiling tiles

**Material: LED panels \$2,450.00, ceiling tiles \$1,100.00. Total \$3,550.00**

**Labor: 52 Hours**

This information applies only to the job described above, is valid for thirty (30) days and does not include additional materials or labor that may be required due to any unforeseen problems that arise once the job has begun.

*If you would like the above work to be performed by the Service Maintenance Department, please complete the information below and return this form to the Service Maintenance Department. Valid for thirty (30) days only*

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**Please make arrangements to perform the above work.**

My anticipated completion date is: \_\_\_\_\_  
(You will be notified of the starting date)

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Mutual Number: \_\_\_\_\_  
(If applicable)

cc: Supervisor  
Department Manager  
Executive Director (as needed)



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## FUNDING ACTION REQUEST

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**TO:** FINANCE COMMITTEE  
**FROM:** PHYSICAL PROPERTY COMMITTEE (MW)  
**SUBJECT:** RESERVE FUNDING REQUEST – CLUBHOUSE THREE LOBBY DOOR REPLACEMENT  
**DATE:** NOVEMBER 7, 2019  
**CC:** FILE

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At its regularly scheduled meeting on November 6, 2019, the Physical Property Committee duly moved and approved to recommend to the GRF Board of Directors award a contract to Axxess Door to replace the automatic doors at Clubhouse Three Lobby, for a cost not to exceed \$9,978, Reserve Funding.

The Physical Property Committee seeks Finance Committee review and consideration to determine if sufficient *Reserve* funding, not to exceed \$9,978 are available for the replacement of automatic doors at Clubhouse Three Lobby.

I move to allocate Reserve funding, for the replacement of automatic doors at Clubhouse Three Lobby, in an amount not to exceed \$9,978, and forward this request to the GRF Board of Directors, after Finance approval.



**AXCESS DOOR**  
 COMMERCIAL SOLUTIONS  
 WWW.AXCESSDOOR.COM

**Toll Free: (844) AXS-DOOR**

**Tel: (909) 206-1400**

**Fax: (909) 245-1080**

**AAADM CERTIFIED**

**Contr. Lic # 999754 | DIR # 100074272**

## SALES PROPOSAL

**Bill To:**

George Hurtado  
 Leisure World  
 13533 Seal Beach Blvd  
 Seal Beach, CA 90740

**Job Site:**

CH3 New front sliding door  
 Club House #3  
 1421 Northwood Rd  
 Seal Beach, CA

Date: 10/28/2019

Quote No. 3074

Quote Valid: 30 Days

**Axcess Door is pleased to submit the following proposal for your approval consideration.**

Remove and dispose of existing old obsolete automatic sliding door.

Furnish/install new Horton 2003 Belt Drive automatic sliding door

Dark Bronze

O-SX-SX-O

4" x 6" Header, 1-3/4" x 4" Jambs

Narrow Stile Door panels w/ 10 Btm Rails,

1/4" Glass clear tempered

Manual Locking - Hook Lock

3 position key switch

2 Activation/presence Sensors

Photo Safety Beams

4" Threshold

**Quoted price includes new door as described above, tax, freight, and crew regular business hours labor.**

**1 year warranty parts and labor.**

**4-6 weeks lead time.**

**Terms and Conditions:**

Customer agrees to the above listed scope of work for the below listed proposal amount. A signed Proposal is required to save start dates and start work. Changes to any aspect of this scope of work should be discussed, agreed upon, and signed off prior to initiating work.

Please contact us with any questions or concerns.

**Proposal Amount: \$9,878.00**

Thanks,

*Nestor Montoya*  
 nestor@axcessdoor.com

Signature

Date