

### **Board of Directors**

### Agenda

Clubhouse Four Tuesday, July 25, 2017 1:00 p.m.

- 1. Call to Order/Pledge of Allegiance
- 2. Roll Call
- 3. President's Comments
- 4. Announcements/Service Awards
- 5. Seal Beach Mayor's Update
- 6. Shareholder/Member Comments

Note: Foundation Shareholder/Members are permitted to make comments before the meeting business of the Board begins. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. (Civ. Code §4925(b).) Time limits, per speaker, are limited to:

- 4 minute limit per speaker, when there are no more than 15 speakers
- 3 minute limit per speaker, 16- 25 speakers
- 2 minute limit per speaker, over 26 speakers
- 7. Consent Calendar Approval of Board Committee Meeting Minutes (pp. 1-2)
- Approval of Minutes
  - a. June 13, 2017, Special (pp. 3-4)
  - b. June 27, 2017 (pp. 5-10)
- 9. New Business
  - a. General
    - Reserve Funding Request HVAC Replacement, Building Five (Ms. Rapp, pp. 11-16)
    - ii. Clubhouse Revitalization Project (Mr. Lukoff, pp. 17-22)
    - Appeal to Recreation Committee Decision St. Theodore of Canterbury Episcopal Church (Ms. Winkler, pp. 23-34)
  - b. Communication Committee
    - Operations Funding Request Server Upgrade and Enhancements (Mr. Gould, pp. 35-38)

- c. Executive Committee
  - Martin Luther King, Jr. Day as a Paid Staff Holiday (Ms. Hopewell, pp. 39-44)
- Finance Committee
  - Accept May and June 2017 Financial Statements (Ms. Snowden, pp. 45-54)
  - Conceptual Approval of NuVision Lease Extension (Mrs. Reed, pp. 55-78)
  - Non-budgeted Operating Funds Request

    Lease of New Color Konica Copier/Printer (Mr. McGuigan, pp. 79-82)
  - iv. CDAR Purchase (Mrs. Damoci, pp. 83-84)
- e. Mutual Administration Committee
  - TENTATIVE VOTE: Amend Policy 1201-33, Photo Identification Cards (Ms. Rapp, pp. 85-88)
- f. Physical Property Committee
  - Budgeted Operating Funds Request Sewer Cleaning Services Contract (Mr. R. Stone, pp. 89-92)
  - ii. Capital Funds Request Utility Trailer (Ms. Fekjar, pp. 93-94)
- g. Recreation Committee
  - New Club Moratorium (Mr. Gould, pp. 95-96)
  - Reserve Funds Request Band Saw Replacement (Mrs. Reed, pp. 97-98)
  - iii. RV Lot Grandfathering in Co-ops (Mrs. Damoci, pp. 99-100)
  - iv. Amend Policy 1463-50, Table Tennis Rules (Mr. Pratt, pp. 101-104)
- Security, Bus & Traffic Committee
  - Reserve Funds Request Replacement of Security Department Coin Counter (Mrs. Heinrichs, pp. 105-106)
  - FINAL VOTE: Amend Policy 1927.01-37, Fees (Fines) for Parking Rules Violations on Trust Property (Mr. Dodero, pp. 107-109)

### 10. Staff Reports

- a. Director of Finance's Report Ms. Miller
- b. Executive Director's Report Mr. Ankeny
- Board Member Comments
- 12. Next Meeting/Adjournment
  - a. August 22, 2017, 10:00 a.m., Clubhouse Four

In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following May 2017 Committee meetings:

- Minutes of the Security, Bus & Transportation Committee Board Meeting of May 3, 2017
- Minutes of the Physical Properties Committee Board Meeting of May 8, 2017
- Minutes of the Mutual Administration Committee Board Meeting of May 9, 2017
- Minutes of the Recreation Committee Board Meeting of May 10, 2017
- Minutes of the Executive Committee Board Meeting of May 12, 2017
- Minutes of the Finance Committee Board Meeting of May 16, 2017

Using a consent calendar format, the GRF Board of Directors is requested to approve these Committee Board meeting minutes in one motion.

These Committee Board meeting minutes will be available on the Foundation's website for view after approval. If you would like a hard copy of the minutes, please see a staff member in the Administration Office.

Thank you.

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### ORGANIZATIONAL MEETING OF BOARD OF DIRECTORS GOLDEN RAIN FOUNDATION

June 13, 2017

In accordance with Article V, Section 3, of the corporation bylaws and pursuant to due notice being delivered to the Directors and shareholders, a special meeting of the Board of Directors of Golden Rain Foundation was called to order by Executive Director Ankeny, at 3:50 p.m., on Tuesday, June 13, 2017, in Clubhouse Four.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Executive Director.

### **ROLL CALL**

Following the roll call, Recording Secretary Bennett reported that Directors members Perrotti, R. Stone, Pratt, Snowden, L. Stone, Reed, Gould, Hopewell, Rapp, McGuigan, Dodero, Greer, Damoci, Lukoff, Anderson and Moore were present. Director Winkler was absent.

### **BEGIN PROCESS OF ORGANIZATION**

The Executive Director called for nominations for the office of President. Mrs. Damoci nominated Ms. Stone. There being no further nominations, Ms. Stone was declared, by acclamation, President of the Board, for the 2017/2018 term.

President Stone thanked the Board members for their support and opened nominations for the office of Vice President. Ms. Rapp nominated Mrs. Damoci. There being no further nominations, Mrs. Damoci was declared, by acclamation, Vice President of the Board, for the 2017/2018 term.

Nominations were opened for the office of Corporate Secretary. Ms. Rapp nominated Mrs. Reed. There being no further nominations, Mrs. Reed was declared, by acclamation, Corporate Secretary of the Board, for the 2017/2018 term.

Nominations were opened for the office of Treasurer. Mrs. Reed nominated Mr. Lukoff. There being no further nominations, Mr. Lukoff was declared, by acclamation, Treasurer of the Board for the 2017/2018 term.

### ANNOUNCEMENTS

The President announced that there will be a Special GRF Board meeting on Friday, June 16, at

2 p.m., in Clubhouse Four, to ratify the Committees, Ad hoc Committees and LAMC Advisory Board Committee members. The next regular GRF Board meeting is scheduled for Tuesday, June 27, 2017, at 2:00 p.m., in Clubhouse Four. The first GRF Committee meeting, the Recreation Committee, will take place on July 5, at 1:00 p.m., in the Administration Conference Room. All Committees, with the exception of the Finance Committee will take place in the afternoon during the new term.

The meeting was adjourned at 3:57 p.m.

Joy Reed, Corporate Secretary Board of Directors /dfb 06.13.17



### BOARD OF DIRECTORS MEETING MINUTES. GOLDEN RAIN FOUNDATION June 27, 2017

### CALL TO ORDER

President Linda Stone called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 2:00 p.m., on Tuesday, June 27, 2017, in Clubhouse Four.

### PLEDGE OF ALLEGIANCE

Mary Ruth Greer, GRF Representative of Mutual Eleven, led the Pledge of Allegiance.

### ROLL CALL

Following the roll call. Corporate Secretary reported that Directors Perrotti, R. Stone, Snowden, Pratt. L. Stone, Reed, Gould, Rapp, McGuigan, Dodero, Winkler, Greer, Damoci, Lukoff, Anderson, and Moore were present. Directors Hopewell and Fekjar were absent.

Sixteen Directors were present, with a quorum of nine.

### PRESIDENTS COMMENTS

The President announced the 4th of July festivities planned for the community, announced the first Amphitheater show, notified the audience of the July 4th holiday offices closure, and updated the GRF Committee schedule. The week of July 10, all GRF Committee meetings will begin at 2 p.m. due to the ID Card replacement project. Further, the President advised of some of the anticipated projects the BOD will undertake and the accompanying town hall meetings.

### ANNOUNCEMENTS/ SERVICE AWARD PRESENTATIONS

The GRF Board of Directors met for Special GRF Board meetings on May 30, June 6, June 13 for the Annual meeting, followed by the GRF Organization meeting, and June 16.

The Security Services Director introduced the new Security Services Manager, B.J. Hawke.

### SERVICE ANNIVERSARIES

Two employees were recognized with service awards.

Jav Clawson

Fleet Department

5 years

Carolyn Hougland Security Department

10 years

### SEAL BEACH MAYOR'S REPORT

The Mayor of Seal Beach was not available for today's meeting.

### SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments <u>before</u> the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. (<u>Civ. Code §4925(b)</u>.) Time limits, per speaker, are limited to:

- 4 minute limit per speaker, when there are no more than 15 speakers
- 3 minute limit per speaker, 16- 25 speakers
- 2 minute limit per speaker, over 26 speakers

Two shareholder/members offered comments.

### CONSENT CALENDAR - APPROVAL OF BOARD COMMITTEE MEETING MINUTES

As no GRF Committee meetings took place in June, the Board Quorum Committee meeting minutes will be offered for approval at the July Board meeting.

### APPROVAL OF BOARD MEETING MINUTES

The minutes of the May 23, 2017 GRF BOD meeting were approved, as amended (Director Reed requested that the fee chart for Policy 1927.01-37 be included in the minutes). The May 30, 2017, June 6, 2017 and June 13, 2017 meeting minutes were approved, by general consent of the Board, as distributed.

### **NEW BUSINESS**

#### General

<u>Capital Funding Request – Elements of Operation for the Vehicles Used for Recreation Storage</u> <u>Lot</u>

On May 30, 2017, the Board duly moved and approved to begin active management of the area commonly referred to as the 5.5 acres (Lot) for the storage of vehicles used for recreation by GRF members. Staff, upon review of the Lot, identified the need for elements of operation needed for the Vehicles Used for Recreation Storage Lot.

Mr. Lukoff MOVED, seconded by Ms. Rapp -

TO approve the following expenditures: one 8' x 20' portable office

Page 2 of 5

from Modspace, electrical connection of portable office with required permits, installation of an awning at the portable office, addition of gravel to patch areas within the lot, and level the ground for the portable office, provide contingency funding for miscellaneous required Lot needs, in an amount not to exceed \$28,000, Capital funding, and authorize the Executive Director to initiate required purchases, and to authorize the President to sign any applicable contract.

Five Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

### Rescind December 27, 2016 Motion Pertaining to Street Paving

At its regularly scheduled December meeting, the GRF Board approved to award a contract to Nelson Paving to repave streets listed in 2016 Paving Project:

Mr. Lukoff MOVED, seconded by Mr. Hood-

TO award a contract to Nelson Paving (NPG), for a cost of \$548,303.52, and include a \$51,696.48 contingency funding for this project, for a total not to exceed \$600,000, to repave and replace work called out on the RFP, dated February 2, 2016, for the following streets: Cedar Crest, Knollwood, Fairfield/Prestwick, Shawnee, Sunningdale, McKinney, Homewood and Weeburn, funding from the Reserve account and authorize the President to sign the contract and the Physical Property Chair sign any change orders.

The Physical Property Department was unable to secure start and finish dates for the contract with Nelson Paving. The department was provided with tentative dates twice by Nelson Paving; these dates have been postponed, leaving concerns on the availability of Nelson Paving to adhere to any additional stipulated date.

Currently Nelson Paving has offered a <u>tentative</u> (emphasis added) start date of mid-July. The Executive Director suggested that the Physical Property Department reach out to other bidders, presented to the Physical Properties Committee, to commit to commence the project within a

reasonable time frame. M.J. Jurado was the second lowest bidder and is available to start within a week of executing a contract.

Ms. Rapp MOVED, seconded by Mr. Lukoff-

TO rescind the motion made on December 27, 2016, to award a contract to Nelson Paving.

One Director and the Facilities Director spoke on the motion.

The motion was carried unanimously by the Board Directors present.

Ms. Rapp MOVED, seconded by Mr. McGuigan-

TO award a contract to M.J. Jurado, for a cost of \$458,469.51, including \$141,530 contingency for this project, for a total amount not to exceed \$600,000, to repave and replace work called out on the RFP dated February 2, 2016, for the following streets: Cedar Crest, Knollwood, Fairfield/Prestwick, Shawnee, Sunningdale, McKinney, Homewood and Weeburn, funding from the Reserves, and authorize the President to sign the contract, and the Physical Property Chair sign any change orders.

Five Directors and the Executive Director spoke on the motion.

The motion was carried with two no votes (Damoci, Snowden).

Security, Bus and Traffic Committee

FINAL VOTE: Amend Policy 1927-37 Traffic Rules and Regulations

Mrs. Perrotti MOVED, seconded by Ms. Snowden-

**TO** ratify Policy 1927-37, Parking Rules for Trust Property, to provide updated information and compliance.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously with one abstention (Dodero).

### CONTROLLER'S REPORT

The Controller's provided a brief summary of the financial position as of May 31, 2017.

### **EXECUTIVE DIRECTOR'S REPORT**

The Executive Director spoke on various topics, including the notice of Haynes Plant demolition project and the paving project.

### **BOARD MEMBER COMMENTS**

Sixteen Board members spoke on the proceedings of today's meeting.

### <u>ADJOURNMENT</u>

The meeting was adjourned was at 3:04 p.m.

Joy Reed, Corporate Secretary GRF Board of Directors 06.27.17 THIS PAGE

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Golden Rain Foundation

Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

RANDY ANKENY, EXECUTIVE DIRECTOR

SUBJECT:

ADMINISTRATION BUILDING, HVAC UNIT REPLACEMENT

DATE:

JULY 13, 2017

CC:

FILE

During the month of June, intermittent failures were occurring to one (1) of the six (6) HVAC units for Administration Building (the unit in question specifically supplies the AC to the Administration Conference Room). Due to the general age, condition, and repeated attempts to repair the unit, actions were taken to secure estimates for the replacement of the HVAC unit.

On July 7, 2017, the unit incurred a substantial failure; with the excessive temperatures, high humidity and the high use of the room, emergency actions to facilitate the replacement of the unit were taken.

Proposals were sought from qualified contractors, with two contractors providing proposals:

- Greenwood Heating and Air Estimate 1577, dated July 12, 2017 \$6,850
- Alpine Heating and Air Conditioning, dated July 11, 2017 \$6,200

The Executive Director, in accordance with section 8.3 of policy 5520-31:

8.3. If the MRR constitutes an emergency, the Executive Director and no less than two (2) corporate officers may take appropriate actions to protect the Trust component/assets to a limit of \$50,000 with immediate notification to the BOD clearly noting the need and emergency. Such emergency action shall be ratified at the next regularly scheduled meeting of the BOD.

Has sought and secured the approval of two corporate officers (President and Vice President), and supplied due notice to the Board, on July 13, 2017 (copy attached), and has authorized Alpine Heating and Air Conditioning to replace the Unit, in an amount not to exceed \$6,200, per proposal dated July 11, 2017.

I move to ratify the emergency actions taken by the Executive Director, in accordance with policy 5520-30, for the replacement of the HVAC unit, suppling Administration Building Conference Room, funding from Reserves.

## Estimate

GREENWOOD HEATING & AIR INC.

Date Estimate No. 07/12/17 1577

# 8940 Electric St. Cypress Ca 90630 714-821-7070 fax 714-821-0338

Customer			Job Address			
Golden Rain P.O. Box 206 Seal Beach, C	69		Administrative B Seal Beach, CA			
E-mail Address			Estimator Phone			
Elliott			562-431-6		5586 x-352	
Item		Description			Total	
	Base Installation - Provide crane to bring old unit off roof top and lift new unit up - Disconnect the existing electrical, gas and drain from unit and dispose of properly - Disconnect both high voltage and low voltage from unit - Disconnect the return and supply air plenums from unit - Install new package unit Replace gas ball valve and flex hose - Reconnect low voltage to existing wiring - Reconnect to the existing power supply Install new 3 phase disconnect Reconnect to both return and supply plenums as needed - Fabricate transition/ attachment from existing plenums to new unit out of sheet metal Glen coat and paint modifications to existing plenums Run system to ensure good temperatures and all is working to manufactures specifications					
Equipment	Rheem gas package - Rheem 4-ton three phase 14 SEER gas/ electric package unit - model #RGEA14048AC					
Γotal	Cost labor and materials					
Extra's	Option for Carrier package unit - ADD \$\$500.00 Carrier 4-ton three phase 14 SEER gas/ electric package unit Model#48VLNC480905					
Balance Due Upon Completion				Total	\$6,850.00	

# **EXHIBIT "A"**

# ALPINE HEATING AND AIR CONDITIONING

3020 OLD RANCH PARKWAY SUITE 300 SEAL BEACH CA 90740

PHONE - (714) 901-0552 FAX - (714) 280-1651

### PROPOSAL

NAME: GRF Admin building ADDRESS:			DATE: PHONE: JOB NUMBER: JOB NAME: JOB SITE ADDRESS:	7/11/17	
CITY: STATE: ZIP CODE:			FAX PHONE: ATTENTION: JOB TYPE:	Mark Weaver	
ESTIMATE BY:	Brian Fuehrer				
WE HEREBY SUBMIT SPE	CIFICATIONS AND ESTIMATES FOR:				
complete instal	g Rheem 4 ton gas/election of the new unit, a vill be a Rheem.	ctric A/C uni and disposal	t on roof of admin but of the old unit.	ilding. Cost inclu	des the
The new unit w	ill be a Kneem.				
\$6200.00					
				*	1
		PRICE FO	OR ABOVE SPECIFICATION	\$ \$6200.00	
PAYMENT IS NOT MADE, AL XPENSE.	THE ABOVE PRICES, SPECIFICATIONS ED TO DO THE WORK AS SPECIFIED. I PINE HEATING AND AIR CONDITIONINI D IF CONTRACTIS ISSUED, HOWEVER.	PAYMENT WILL BE MA IG RESERVES THE OV	ADE AS SPECIFIED ABOVE. WNERSHIP AND TITLE ON A/C EQUIP		OWNERS
SIGNATURE:			DATE:		

### Randy L. Ankeny

From:

Randy L. Ankeny

Sent:

Thursday, July 13, 2017 12:06 PM

To:

GRF Board

Cc:

Mark Weaver; Deanna Bennett; Carolyn Miller

Subject:

Randy Ankeny - Admin Building - AC Replacement

Please be advised, the AC units supplying the Administration Conference Room has suffered a critical failure, due to the high use of this room, I have taken actions in accordance with Policy 5520-31 to replace the unit:

8.3. If the MRR constitutes an emergency, the Executive Director and no less than two (2) corporate officers may take appropriate actions to protect the Trust component/assets to a limit of \$50,000 with immediate notification to the BOD clearly noting the need and emergency. Such emergency action shall be ratified at the next regularly scheduled meeting of the BOD.

Proposal were sought from qualified contractors, with two contractors providing proposals:

- Greenwood Heating and Air Estimate 1577, dated July 12, 2017 \$6,850
- Alpine Heating and Air Conditioning, dated July 11, 2017 \$6,200

A contract with Alpine Air in the amount of \$6,200 (Reserve Funding) has been initiated with the unit being replaces early the week of July 17.

Ratification of this action has been place on the July 25, 2017 Board agenda.

If responding to this email, do not use the reply to all function.

### Randy Ankeny

Executive Director Golden Rain Foundation PO Box 2069, Seal Beach, CA 90740



(562) 431-6586, ext. 312 | ☑ <u>randya@lwsb.com</u> | @ <u>www.lwsb.com</u>

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Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

BOARD OF DIRECTORS

FROM:

STRATEGIC PLANNING AD HOC COMMITTEE

SUBJECT:

CLUBHOUSE REVITALIZATION PROJECT

DATE:

JULY 19, 2017

CC:

FILE

At the May 2017 meetings of the Strategic Planning Ad Hoc Committee, general information was presented to the Ad Hoc Committee, noting Reserve Fund investments are only returning .45% (less fee and taxes), while cost of materials and services are growing at 4%.

In addition, the GRF Membership Fee contributions to Reserves in 2016 were \$938,510, and as of Stock Transfer's June 28, 2017 report, contributions to Reserves in 2017 are \$502,740 (total fees collected \$1,005,481.25, 50% of the fees collected are directed into the Reserve Fund). Based upon this year's Membership Fee trend, over \$1,000,000 will be contributed to the Reserve Fund through Membership Fees.

It was the clear consensus of the Strategic Planning Ad Hoc Committee, that there exists a clear and present need to replace key components of the Clubhouses, for the mutual benefit of all members. This, and with the marginal return of the Reserve investments, prudent action would be to commence a \$1,000,000 Clubhouse Revitalization Project (see attached).

The general scope of work for Clubhouses 1, 2, 3, and 6 would include but not be limited to the replacement of:

- Flooring
- Lighting (with energy efficient LED lighting)
- Painting
- Signage
- Window Covering

To the extent of the proposed funding.

The proposed work would take place in the following order:

- CH6 Summer/Fall 2017
- CH3 Fall/Winter 2017

- CH2 Winter/Spring 2019
- CH1 Spring/Summer (CH1 work would be only to the extent of reaming funding)

At the July 18-2017 meeting of the Finance Committee, the committee reviewed the proposed Clubhouse Revitalization Project for funding. The committee duly moved and approved that sufficient levels of Reserve Funds exist and/or have been collected through Memberships fee to fund the replacement of Trust assets and components as noted within the Clubhouse Revitalization Project.

I move to approve the allocation of Reserve Funds in the amount of \$1,000,000 for the sole purpose of revitalization of Trust Property amenities as outlined in the Clubhouse Revitalization Project (attached). All listed projects will require due committee review and recommendation, with each final action submitted to the Board for final review and approval.

# Clubhouse Revitalization Project

Goal - Restore and enhance Trust property amenities

Budget - \$1,000,000

Funding Source - Reserves

### Project time line

- To committee for conceptual project approval July to August
  - ADRC Material and Color Selections
  - o PPC RFP and General Project
  - o FC Funding
- To the Board August/September
- Commence work September 2017 to June 2018
  - o Once approved will require coordination with Recreation Department

Project Scope of Work (in order of priority)



## CH6

- Replace 1st floor flooring
- Re-paint Interior
- Window coverings
- Light Replacement LED

- Signage (Doors)
- Exterior Painting (currently planned)
- Propose Project timeline
  - o In Committee July to August
    - ADRC Material and Color Selections
    - PPC RFP and General Project proposal review and recommendation to the Board
    - To the Board August
    - Commence work September 2017 to October 2017



## CH3

- Remove all "popcorn" celling covering (requires abatement)
- Prime and paint ceiling
- Replace flooring
  - o Bid by area (Does not include restrooms)
- Light Replacement LED
- Signage
- Propose Project timeline
  - o In Committee September to October
    - ADRC Material and Color Selections
    - PPC RFP and General Project proposal review and recommendation to the Board
    - To the Board November
    - Commence work January 2018 to February 2018



## CH<sub>2</sub>

- Replace flooring
  - o Lobby carpet and entrance hard surface
  - Main room vinyl
  - o Hall
  - o Billiard room
  - o Card/multi use room
- Re-paint interior
  - o Walls & Ceiling
- Light replacement LED
  - o All Areas including hanging lights
- Restroom
  - o Paint, Partitions, Counter and Mirrors (does not include tile)
- Power Doors (optional based on condition)
- Signage
- Propose Project timeline
  - o In Committee November to December
    - ADRC Material and Color Selections
    - PPC RFP and General Project proposal review and recommendation to the Board
    - To the Board January
    - Commence work March 2018 to April 2018



## CH1

- Replace flooring
  - o Lobby carpet and entrance hard surface
  - o Main room vinyl
  - o Hall
  - o Billiard room
- · Re-paint interior
  - o Walls & Ceiling
- Light replacement LED
  - o All Areas including hanging lights
- Restroom
  - o Paint, Partitions, Counter and Mirrors (does not include tile)
- Signage
- Propose Project timeline
  - o In Committee January February
    - ADRC Material and Color Selections
    - PPC RFP and General Project proposal review and recommendation to the Board
    - To the Board March
    - Commence work May 2018 to June 2018



Golden Rain Foundation

Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

RANDY ANKENY - EXECUTIVE DIRECTOR

SUBJECT:

APPEAL TO COMMITTEE RULING, ST THEODORE OF CANTERBURY

**EPISCOPAL CHURCH** 

DATE:

JULY 18, 2017

CC:

FILE

Attached are two (2) documents received from St Theodore of Canterbury Episcopal Church, to the Board to appeal the Recreation Committee ruling of May (documents attached) and July, 2017, where the Committee reaffirmed its ruling to optimize the available room space within Trust Property (CH3).

# St Theodore Of Canterbury Episcopal Church Seal Beach Ca

Appeal of the Recreation Committee decision to move St Theodore Episcopal Church services from the lobby of CH 3.

As of this date 7/17/17 we have not received any official notice, but we have been told that after 55 years of holding our Sunday service in the lobby of CH 3 we need to move to another space. The Sa Rang Korean Church is to be moved to the lobby space. That is fine. We know that when you needed the space occupied by the Geneology Workshop, you found them a new space and moved them into it; the same with the Video Producers Club.

To move our church, you must find a space that accommodates the needs of our religious practice. We sent pictures and descriptions to the Recreation Committee explaining these needs. We offered to have them come to see us set up for our service, but no one from that committee or the recreation department came.

We do not refuse to move, we merely request a space adequate to meet our needs. There are two issues: (1) furniture and (2) sound. Our furniture was moved into Room 9 recently to demonstrate that it would fit, except it does not: the organ did not fit, the furniture was crammed in, there was no space to store essential items for conducting the service, and no space for people to move around comfortably and safely. The second issue is sound: two services cannot be conducted simultaneously without mutual disruption to each. Because there is organ music and singing, the space must be sound-proof enough not to be disruptive to another service and vice-versa. If you are willing to accommodate the needs of the Sa Rang Church that will move into our space in the lobby, surely you should be willing to accommodate our needs as well.

In recent years the Recreation Committee has tried to accommodate new groups with no limit. Now, many want space at the same time. At the last meeting of the Recreation Committee it was recommended that there be a one year moratorium on space allocation for new groups. This is a problem not of our making, but we are being pushed out of our space because of it.

When we were granted our space 55 years ago there were not 270 groups competing for space. At that time, we built custom cabinets to accommodate our service needs. We need a similar arrangement now and are hoping that the Recreation Committee will please understand the issues facing this move and be reasonable about accommodating our needs. Surely 55 years counts for something. The Episcopal Church is NOT simply a numbers game. Your decision affects our ability and right to worship. When you offer us a space that we and our Priests determine is sufficient to carry out the traditions of our church, then we will move.

Bishop's Committee

St Theodore Episcopal Church

# St Theodore Of Canterbury Episcopal Church Seal Beach Ca

We understand your desire to move our St Theodores congregation to a new space. We are supportive of this provided the new space meets the standards set by our Church for conducting a religious service.

The Episcopal Church is governed by Canons that set forth what we do, when, and why. We were all present the day that our furniture was moved into room 9 in CH 3. Our organ, which is an integral part of our service does not fit through the door and was not in the room. Even without the organ, there was insufficient space for people to move around comfortably and safely. Our religious service cannot be conducted in Room 9.

We are willing to work with whomever you wish to find an acceptable space for St Theodore's Sunday Services. Certainly you are not expecting us to close this church after 55 years of worshiping in Leisure World.

Rev. Reese Riley

Rev. Lisa Rotchford

Rev. Mark Shier

### LW Drones Service Club, John Garrett

Following a brief discussion, and upon reviewing Policy 1485-50, Prohibition of Drones, there were no actions made by the Committee on this matter at the time of the meeting.

# St. Theodore Episcopal Church, Anne Walshe and the Bishop's Committee of St. Theodore Episcopal Church

Following a discussion, the Recreation Committee voted to move St. Theodore Episcopal Church from the lobby to room nine.

### Sa-Rang Church, KAC Activities, Yoon Soo Park

Following a discussion, the Recreation Manager stated that Sa-Rang Church and KAC could use the lobby space of Clubhouse Three to hold its services, and advised the theater style seating to accommodate growing attendance.

### Clubhouse Flags, Sharon Kohn

Following a brief discussion, it was the consensus of the Committee to leave this decision to the Recreation Manager's discretion. The Recreation Manager stated that flag display cases and the flags will be ordered, and secured to the walls of the Clubhouses.

### "Thank You" Letter, LW Opera Club

Chair Moore read a "Thank You" letter from the LW Opera Club.

There were no actions made by the Committee on this matter at the time of the meeting.

### Saturday Night Dances, Jackie Theis

Chair Moore read a letter from a shareholder, Jackie Theis, expressing her appreciation on Saturday night dances.

There were no actions made by the Committee on this matter at the time of the meeting.

### "Thank You" Letter, Car Show Shuttle, Tony Davis

Chair Moore read a letter from a shareholder, Tony Davis, expressing his appreciation on the Saturday shuttle service outside of Leisure World.

There were no actions made by the Committee on this matter at the time of the meeting.

### Saturday Night Dances, Ken and Mavis Lancaster

Mrs. Reed read a letter from the shareholders, Ken and Mavis Lancaster, expressing their appreciation on Saturday night dances.

From: kathyt@lwsb.com

To: walshstein@aol.com, knebel1502@yahoo.com

CC: terryd@lwsb.com

Sent: 3/30/2017 10:51:07 A.M. Pacific Daylight Time

Subj: St. Theodore Episcopal Church

Good morning, Anne and Ken:

According to a relatively new procedure, we are required to move groups with dwindling attendance out of large rooms into smaller ones when another group, who meets at the same time, has outgrown their space and can be moved to the larger one. We now have this situation in that another church has been growing consistently and will soon be in violation of fire codes if they stay in their currently assigned space.

We will be tracking their attendance for one month to confirm the size. At that point, we will need to relocate St. Theo's to another room. My concern is the volume of equipment you are currently using in your setup, so logically the best solution would be to keep you in Room 9, which is close to your lockers, and simply eliminate your lobby reservation.

Please inform your board and members of the likely change so that they will be prepared for the transition which will begin in May if the other group's attendance continues on trend.

I regret the inconvenience but thank you for your understanding and cooperation.

### Kathy Thayer

Office Secretary / Reservations Golden Rain Foundation PO Box 2069, Seal Beach, CA 90740

From: WALSHSTEIN@aol.com [mailto:WALSHSTEIN@aol.com]

Sent: Thursday, March 30, 2017 11:12 AM To: Randy L. Ankeny <a href="mailto:randya@lwsb.com">randya@lwsb.com</a>

Cc: betshobbs@hotmail.com; Ken Knebel <knebel1502@yahoo.com>

Subject: Fwd: St. Theodore Episcopal Church

Randy....i don't think is a very good way to do business. St Theodores Episcopal Church has held services in CH3 for 54 years. We are well aware of our dwindling congregation and have been thinking of what our alternatives are. Would it not have been better and more respectful for the Recreation Department to ask us to come in to discuss this with us rather than sending an email???? After all. as I have previously pointed out...we are not just some 'club' or 'group'...we are an organized religion and deserving of that recognition.

my response was:

all sounds good...i've thought the same many times...but it's likely impossible given the amount and size of our alter..communion rails...lecturn....and the organ....i'll do some measurements and get back to you

anne

nonetheless...i don't like how this was done...don't tell me as you have in the past 'we can do better'

show me...do it

thanks

anne

### Terry DeLeon

From:

Kathy Thayer

Sent:

Monday, April 03, 2017 8:48 AM

To: Subject: Terry DeLeon FW: st theo #1

Kathy Thayer
Office Secretary / Reservations
Golden Rain Foundation
PO Box 2069, Seal Beach, CA 90740



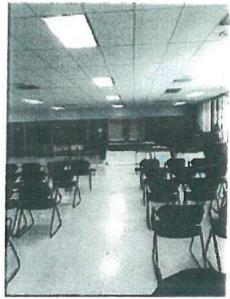
**☎** (562) 431-6586, ext. 398 | ☑ kathyt@lwsb.com | W www.lwsb.com

CONI IDENTIALITY NOTICE. If you have received this e-mail intercriptedse immediately notify the sender by e-mail at the address shown. This information is may contain confidencial information. This information is only for the use of the individual or entity to which it is inferred even disdovessed incorrectly. Please district from your threship you are not the inferred everycoil. Thank you for your compliance. The Golden Risin Foundation is not responsibility of the recorded to write an e-mail attachment. It is the responsibility of the recorded to write anti-write scanning prior to opening any attached documents.

From: WALSHSTEIN@aol.com [mailto:WALSHSTEIN@aol.com]

Sent: Sunday, April 02, 2017 7:04 PM
To: Kathy Thayer <kathyt@lwsb.com>
Cc: Ken Knebel <knebel1502@yahoo.com>

Subject: st theo #1



 $40' \times 28'$  footprint for St Theos weekly service organ  $60'' \times 66''$ 

stored in inside 12'  $\times$  5' closet: Altar 90"  $\times$  76" and items in email #2 stored in outside 11'  $\times$  51/2' closet:

two prie dieu

two communion rails

lecturn, sign, and rolling cart

Room 9 is 33'  $\times$  25', short of what we need in length and width the larger rooms in CH 3 will not accommodate our organ and where would the altar and everything behind it in the closet be stored? see St theo #2

### Terry DeLeon

From:

Kathy Thayer

Sent:

Monday, April 03, 2017 8:48 AM

To: Subject: Terry DeLeon FW: st theo #2

Kathy Thayer
Office Secretary / Reservations
Golden Rain Foundation
PO Box 2069. Seal Beach, CA 90740



CONFIDENTIALITY NOTICE. If you have received this e-mail in error obtase immediately notify the sender by e-mail at the address shown. This e-mail transmission may contain confidency information. This information is only for the use of the individual or entity to which it is intended even if addressed interfectly. Please defect if from your fires if you are not the intended receivent. Thank you for your compliance. The Golden Bain Foundation is not responsible for any, must that may be with an e-mail attachment. It is the responsibility of the receivent to other anti-virus scanning prior to opening any attached documents.

From: WALSHSTEIN@aol.com [mailto:WALSHSTEIN@aol.com]

Sent: Sunday, April 02, 2017 7:05 PM
To: Kathy Thayer <kathyt@lwsb.com>

Subject: st theo #2



12' x 5' closet that houses the altar and things we use weekly for our service

maybe these built-in cabinets with drawers could be moved, but where?

Ken and I are happy to meet with you to discuss the options...or you could come any Sunday about 10am so we could show you what the issues are.

anne

I am the Bishop's Warden of St Theodores Episcopal Church, which has has been meeting every Sunday in the lobby of CH 3 for the past 54 years. We have been asked by the Recreation Department to move from this space to another room.

It is apparent that the Recreation Department is unaware of what setting up for our service entails: we have an altar, altar linens, communion vessels, vestments, organ, tables, kneelers, chairs, etc.

We are not some club that can just be shuffled around from room to room.

I invite you, the members of the recreation committee, to come Sunday morning April 9 between 9:30 - 10AM, before our 10:30am service and ahead of the April 13th committee meeting to see what St Theodores is about and what it is to set up for our weekly service. Watching us set-up will give you a better understanding of the difficulties inherent in moving us.

I look forward to seeing you this Sunday.

Sincerely,

Anne Walshe, Bishop's Warden and the congregation of St Theodores Episcopal Church

### Correspondence: St. Theodore Episcopal Church

From: WALSHSTEIN@aol.com [mailto:WALSHSTEIN@aol.com]

Sent: Monday, April 10, 2017 8:08 AM To: Perry Moore pmoore@lwsb.com>

Cc: Carole Damoci Forwarding Address < caroledamoci@yahoo.com >; Randy L.

Ankeny < randya@lwsb.com >; Terry DeLeon < terryd@lwsb.com >

Subject: Recreation committee meeting 4/13/17

It is unfortunate that no member of the Recreation Committee came to observe the setup for our St Theodores Episcopal Church on Sunday. We welcomed GRF President Carole Damoci who was able to attend to see what is involved. We think it is important for you to see what is involved, not just hear about it.

We respectfully request that the issue of our use of the lobby in CH3 on Sundays be moved from the April agenda to the May agenda of the Recreation Committee. Our senior member, Betty Hobbs, is recovering from surgery and will not be available to attend the April 13th meeting. Additionally, our Diocese, the Los Angeles Diocese of the Episcopal Church, is not able to respond with such short notice.

We hope some members of the committee will be able to come see our set-up before the May meeting, but if not, we will see you then.

Thank you.

Bishop's Committee of St Theodores Episcopal Church Betty Hobbs, Theresa Smith, Ken Knebel, Jean Gaines, Anne Walshe THIS

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Golden Rain Foundation

Leisure World, Seal Beach

# **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

COMMUNICATIONS COMMITTEE

SUBJECT:

SERVER UPGRADES & ENHANCEMENTS - IT INFRASTRUCTURE

**UPGRADE** 

DATE:

JULY 17, 2017

CC:

FILE

At the July, 13, 2017, meeting of the Communication Committee, the Committee reviewed required upgrades and enhancements to our IT infrastructure. The IT infrastructure of every organization relies on its servers. These servers are the foundation of the organization's information technology systems and are responsible for the network, file storage, e-mails, software, and databases. Servers are composed of two parts:

- 1. Hardware: the physical computer, and
- 2. Software: the operating system which runs on the hardware.

Fully Functional Technology (FFT) – our IT consulting company – has proposed necessary upgrades as follows.

# Phase One, VMware / vSphere updates.

The server hardware is much more powerful than a regular consumer device because it powers multiple operating systems. Each operating system powers a different part of the IT infrastructure (e-mail, databases, hosted files, network, and directory of user accounts).

Currently GRF is running vSphere 5.1 which is EOL (end-of-life) and is no longer supported by VMware. The software is outdated and does not receive the patches, updates, and features VMware releases. In October 2016, VMware released vSphere 6.5 which offers software enhancements, security updates, and simplified support.

The cost to purchase a vSphere 6.5 license is \$1,300. After purchasing the license, FFT will install the software on the servers, partition the hard drive space, and prepare the operating systems for phase 3 of the IT infrastructure project. The labor costs are approximately \$2,250 (15 hours at \$150/hour).

#### Phase Two, server storage expansion.

Currently, our servers have 12TB of storage. Over the past five years we have reached capacity and have maxed out our hard drives. These hard drives contain the GRF's documents and files, e-mails, and databases (residents and vendor information, contracts, financials, physical inventory, service request orders).

In order to continue operations, it is necessary we expand our storage capacity. The Committee has recommended we upgrade our storage to 88TB. The costs for the hard drives is approximately \$4,200. This includes twelve (12) 8TB hard drives (\$350/each) and setting them up in a RAID 5 configuration. Using the RAID 5 configuration combines the storage of all hard drives and ensures reliability and redundancy of the storage at a business-grade level.

Installing and configuring the hard drives is a lengthy and complex process. The labor costs are approximately \$3,000 (20 hours at \$150/hour).

#### Phase 3, server operating systems upgrade.

The server operating system (OS) is the final upgrade which lays the foundation of the IT infrastructure. The OS is the most important piece of software because it allows every information technology system within the organization to operate.

We are currently running Windows Server 2003 which is EOL (end-of-life) and is no longer supported by Microsoft. The latest server OS Microsoft released is Windows Server 2016. We are running seven instances of Windows Server (appassure, lwdc, lwexchange, lwjenark, lwmain, lwsql, lwterminal) and will need to purchase seven licenses for \$6,300 (\$900/each) and one license for the Exchange/e-mail server software (\$700). In addition, Microsoft requires an individual CAL (client access license) license for each user mailbox and RDS (remote desktop service) license for every user who remotely accesses the server. We will need to purchase 150 CAL licenses for \$4,500 (\$30/each) and RDS licenses for \$1,200 (\$400 each 3 users).

FFT will install and configure the operating systems which is the bulk of the IT infrastructure upgrade costs. FFT estimates 12 hours of labor per server. The new operating systems will run concurrently with the old operating systems to ensure minimal downtime. The labor costs are approximately \$12,600 (84 hours at \$150/hour).

At its July 17, 2017 meeting of the Finance Committee, the committee reviewed the availability of non-budgeted funds for the project, and has duly moved to recommend to the Board, sufficient operational funds are available for this non-budgeted project.

Funding Request Recap, on attached sheet

I move to approve updates to VMware, expand server storage, and update to Windows Server 2016, in an amount not to exceed \$36,050, non-budgeted operational funding, and authorize the Executive Director to initiate the purchases and the President to sign all applicable contracts.

# Recap Server Upgrades & Enhancements

Phase One		
vSphere 6.5 liscense		\$1,300
FFT (15 hours @ \$150)		\$2,250
	Sub Total Phase One	\$3,550
Phase Two		
12 - 8TB drives @ \$350	each (includes tax)	\$4,200
FFT (20 hours @\$150)	W 111 M	\$3,000
	Sub Total Phase Two	\$7,200
Phase Three		
7 - Windows 2016 Lisce	nses @ \$900 each	\$6,300
1 - Exchange/e-mail serv	er software	\$700
150 - CAL Liscenses @ \$3	30 each	\$4,500
3 - RDS Liscenses @ \$400	O each	\$1,200
FFT (84 hours @\$150)		\$12,600
	Sub Total Phase 3	\$25,300
SERVER UPGRADES	& ENHANCEMENTS	
	Project Total	\$36,050

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Golden Rain Foundation

Leisure World, Seal Beach

#### **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

**EXECUTIVE COMMITTEE** 

SUBJECT:

MARTIN LUTHER KING, JR. DAY AS A PAID STAFF HOLIDAY

DATE:

JULY 18, 2017

CC:

FILE

At the July 14, 2017 meeting of the Executive Committee, the Committee reviewed correspondence dated July 5, 2017, from concerned GRF members, to add Martin Luther King, Jr. Day (MLK), as a paid staff holiday (attached). This correspondence was supported by a petition (sample attached), with over 270 signatures (copy on file).

In the Committees deliberation, it was noted GRF currently provides nine (9) paid holidays:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday (1)\*

\*Full time employees who have completed the Orientation Period are eligible for a Floating Holiday. Scheduling is at the discretion of your Supervisor with the approval of your Department Manager. The Floating Holiday does not accrue and may not be carried over to subsequent years and must be used by the last pay period of the year.

Estimated cost, per paid holiday, is \$15,000 to \$16,0000.

After extensive review, the committee moved and approved to recommend to the Board the addition of MLK as a paid holiday.

I move to approve the addition of Martin Luther King, Jr. Day as a paid employee holiday subject to the terms and conditions of employment with GRF as provided within the employee handbook.

Carol Domaci, Chair Person Executive Committee Golden Rain Foundation Board of Directors Leisure World, Seal Beach

Dear Ms. Domaci,

We respectfully submit, on behalf of the signers, the attached petitions with a request that the Executive Committee meeting on July 13<sup>th</sup> include the "Observance of the Martin Luther King, Jr. Holiday" as an agenda item.

The third Monday of January was signed into Federal Law in 1983 making Dr. Martin Luther King, Jr.'s Birthday a National Holiday.

We feel that complying with this legal holiday, as the rest of our nation does, would be a very positive message both to the residents of Leisure World as well as to the greater community.

July 2 marks the anniversary of President Lyndon Johnson's signing of the Civil Rights Act of 1964, considered to be Dr. King's crowning contribution toward the civil rights movement. Through non-violent demonstrations and protests for equal rights, King contributed to the passage of this important piece of legislation that ended segregation and banned discrimination due to race, color, religion, sex or national origin.

Since Leisure World is a diverse community, made up of many races, cultures, religions, etc., we appeal to the committee to pass a resolution bringing Leisure World in line with the 50 states of our nation and the many cities, including Seal Beach, that observe the Martin Luther King Holiday. Observing this holiday in Leisure World would help to cement the values that Dr. King lived and died for in his life-long mission to ensure the civil rights of all Americans!

Enclosed is a blank copy of the petition for each committee member to examine the justifications for this cause.

Sincerely,

Stevin Cohen, Mutual 14

562-598-2089

ucille Martin, Mutual 15

562-430-1047

# feitiur concerning martin luther king, Jr. Holiday

WHEREAS: MLK was awarded five honorary degrees. Also, Time Magazine, to honor Dr. King's 50th anniversary of his "I a Dream" speech, published an ANNIVERSARY ISSUE with King's picture on its cover labeling him a "founding father" of country. He also was awarded the Nobel Peace Prize for his non-violent work in gaining equality for all as guaranteed by Constitution. In 2011, a large granite memorial was dedicated in D.C. depicting MLK as "the stone of hope" to honor his legacy of equal rights. Dr. King was the only non-president to receive such an honor.

WHEREAS: The 3rd Monday in January was signed into federal law in 1983 by President Ronald Reagan making Martin Luther King Jr.'s birthday a National Holiday, now observed by all 50 states.

WHEREAS: The King Holiday also is observed in more than 100 countries worldwide.

WHEREAS: The City of Seal Beach observes the King Holiday with the closing of all city offices, schools, etc.

WHEREAS: Seal Beach Leisure World, made up of many races/cultures, takes up approximately 1/3 of the City of Sea Beach but does not observe this holiday.

THEREFORE: We, the undersigned, would like to urge the Golden Rain Board to join the City of Seal Beach and the en nation to keep the legacy of MLK alive by adding the Martin Luther King, Jr. National Holiday to those being observed Leisure World Seal Beach.

NOTE: Signatures represent individual opinions and not those of clubs or groups in which they are affiliated.

Print Name	Signature	MU	Unit	. Date
JEROME Kluever	Serone Elwerer	5	GAE	5.201
Camben Watters	Catoline Wooden	4	166	~ 1 11
DAVID SILVA	Davidselva	12/	66G	3-2-1
Mary Tromp	May Fig.	12	27K	5-7-1
Nina Zasorin	I mugaeon /	2	526	5-7-1
Irene Cistais	TRENE CUSTARA	2	58A	5-7-17
TERESA SUBIO	Veresa Audio II	17	97A	5-12-1
SUNGLEI MEYADA	Sunele Muylor	5	5	5-12-
Ellew Lewis /	Eggan X/E	115	25 A	5-14-
Doreen (hesebre)	North Apple	2	174	5/14/1
DAVID NOBILE!	Claud Hahr	5	(030)	4
5,6				П
OWNE SHATTACK	anne J. Shattack	10	0506	5-12-17
Jean Sayon	Jaki A	2	107F	5/10
SEALT SAMER				110
71////	K / / //	111	1	1-8
1/1/4/1/		011	1	1

# FEITHOR CONCERNING MAKIIN LUTHER KING, JR. HOLIDAY

WHEREAS: MLK was awarded five honorary degrees. Also, Time Magazine, to honor Dr. King's 50th anniversary of his "I had be a Dream" speech, published an ANNIVERSARY ISSUE with King's picture on its cover labeling him a "founding father" of country. He also was awarded the Nobel Peace Prize for his non-violent work in gaining equality for all as guaranteed by Constitution. In 2011, a large granite memorial was dedicated in D.C. depicting MLK as "the stone of hope" to honor his legacy of equal rights. Dr. King was the only non-president to receive such an honor.

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Print Name	Signature	MU	Unit	Date
Donna Okeefe	Dona Okele	15	37R	4-19
Elizabeth Kennedy	Elizabeth Kennedy	17	IIOB	4-24
LILLIAN WOOD	Lillian Wood	7	147-K	
ANN HEYWOOD	AMNIFEYWOOD)	4	82J	4-24
MAGOALENA HUTCHISON	Mit pletuzo -	2	SOF.	4/24/17
alque I their	Just The	5	1135	4/24/
Carmel atkinson	CARMEL ATEINSON	7	174€	4/24/17
YOUIS KRIEGER	Janis Freger	9	2165	4/24/19
-ON -ONES	. Yn Jones	10	0563	5 A/17
Gisela GROVES	Sisto Sover	1	12T	59/17
GONALD KOEPKE	Stuffe Thereto	15	467	5/9/19
Judy hoepke	Justy Kolake	15	4/OF	5/9/17
1060dor FRANKLII	The oder stanklin	15	45B	5/9/17
Anne Walshe	Geme Tally	9	2120	5/10/17
MARYMCLAURN	Mary of Jair	1		1/10/17
FLORENCE I MENLY	Marine & Much	11		5/11/17
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# LITTOR CONCERNING MAKTIN LUTHER KING, JR. HOLIDAY

WHEREAS: MLK was awarded five honorary degrees. Also, Time Magazine, to honor Dr. King's 50th anniversary of his "I a Dream" speech, published an ANNIVERSARY ISSUE with King's picture on its cover labeling him a "founding father" country. He also was awarded the Nobel Peace Prize for his non-violent work in gaining equality for all as guaranteed b Constitution. In 2011, a large granite memorial was dedicated in D.C. depicting MLK as "the stone of hope" to honor h legacy of equal rights. Dr. King was the only non-president to receive such an honor.

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Print Name	Signature	MU	Unit	Date
DANH PHAM	Durch (ii) Vo	15	St. St. St. St.	
JOHN WEBSTER	Jam & Cres	15	AAE	-1 1
Dolores Volle	010 1/100	TX.	43C	
HALLEVE AMORES ON	all A	8		5/12/17
Ruth Depuy	D	15	25 D	5/12/17
chien Hain CHANG	Kuth Depuy	12	62B	5/17/17
Jill PICKENS	Hang Chia Main	10	2783	5/17/17
A A	All Gickens	15	46J	5-17-19
MARY NOVAY	1/10/11/10/g-d	15	453	5.18.17
ROBERI G. MYERS	Aller Hilly	15	465	5-18-17
JUDY WOOTEN	( Judan Mkatia)	3	201	5-19-10
Tom Jones	Took sue	9	239 H	5/18/1
EM JIANTO	2188	1	457)	5/18/17
1 ichael Rahlow	( Vindryl ( Xchra	,	_	118/17
lenuis Scetoo	Lennis South	1-	13A 5	1. 1.
PATTI SMITTI	Pat South	,		18/17
LOLE KLUEVER	Ni welklinger	4	48-C 3	
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Golden Rain Foundation

Leisure World, Seal Beach

# **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

FINANCE COMMITTEE

SUBJECT:

APPROVE MAY & JUNE FINANCIAL STATEMENTS

DATE:

JULY 25, 2017

CC:

FILE

At the regular meeting of the Finance Committee on July 17, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the May and June 2017 Financial Statements for audit.

Our Director of Finance, Carolyn Miller will give a recap of the May/June 2017 Financial Statements. At the end of the report, a motion will be made to accept the May/June 2017 Financial Statements for audit.

#### Board Action:

I move that the GRF Board of Directors accept the May/June 2017 Financial Statements for audit.

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# Financial Recap – June 2017

As of the six-month period ended June 2017, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$439,015.

# Major variances are:

Salaries & Wages	165,124	Vacancies of key positions in Transportation, Phys Prop. & Service Maintenance.
Employment Taxes & Benefits	143,644	P/R Taxes \$41K; Workers' Comp \$53K; Group Ins \$49K;
Temporary Agency Fees	(41,381)	Temps used to fill key vacant positions
Supplies	27,525	Prudent spending
Legal/Litigation Fees	(48,001)	Excess litigation
Property & Liability Insurance	27,752	Budget less than actual premiums
Certificate Preparation Income	31,700	Escrow and transfers exceeds planned
Rental Income	71,300	Unit sales exceeds planned
SRO Labor Recovery	(30,952)	Less billable labor hours than planned

Reserve Funds	Fund Balance	Allocated For 2017 Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$9,296,440	\$1,826,284	\$7,470,156	9

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$1,349,758	\$277,137	\$1,072,621	11

Total approved unbudgeted operating expenses \$99,400

1020 Golden Rain Foundation Balance Sheet - GRF 06/30/2017

Page:

P.O. Box 2069 Seal Beach CA 90740

	Description		
1122000	Current Assets: Cash & cash equivalents Non-Restricted Funds Receivables Prepaid expenses Inventory of maintenance supplies	212,109 175,347 738,980 203,763 400,759	
	Total Current Assets		1,730,959
	Decimated describe		
1211000	Designated deposits Contingency Operating Fund Reserve Fund	500,000	
1212500	Capital Improvement Fund-GRF	9,296,440	
1213000	Liability Deductible & Hazard Fund	1,349,758 204,003	
	Total designated deposits	40-10-10-10-10-10-10-10-10-10-10-10-10-10	11,350,201
	Notes Receivable		
1411000	Notes Receivable	26,609	
	Total Notes Receivable		26,609
	Fixed Assets		
	Land, Building, Furniture & Equipment	33,670,876	
	Less: Accumulated Dep'n	(22,551,534)	
	Net Fixed Assets		11,119,342
	Other Assets		
	Total Assets		24,227,110
			27,227,110

P.O. Box 2069 Seal Beach CA 90740

	Description		
	Liabilities & Equity		
	Current Liabilities:		
	Accounts payable	375,769	
	Project Committments		
	Accrued payroll & payroll taxes	1,073,204	
	Accrued expenses	578,501	
		222,188	
	Accrued property taxes	125,354	
	Total Current Liabilites	2,375,016	
	Total Liabilities		2,375,016
	Equity		
	_4,		
	Mutuals' Beneficial Interest		
3211000			
3212000	Contingency Operating Reserve Equity	500,000	
	Reserve Equity	8,239,158	
3394000	Capital Fund Equity	1,333,835	
3310000	Beneficial Interest in Trust	7,757,393	
	Total Mutuals' Beneficial Interest		17,830,387
	Membership interest		
	Membership certificates of 844		
	shares @ \$200 par value, and 5,764		
	shares @ \$250 par value, authorized,		
	issued and autotonding		
	issued and outstanding	1,609,800	
	Additional paid-in-capital	4,867,355	
	Total Paid-in-Capital		6,477,155
	Excess Income		
	Current Year	(148,004)	
		(140,004)	
	Total Excess Income		(148,004)
3920000	Dep'n & Amortization		(2,307,443)
	Net Stockholders' Equity		21,852,094
	Total Liabilities & Stockholders' Equity		24 227 440
	Evaluation of Equity		24,227,110

# Golden Rain Foundation Cash Flow Activity - All Reserves For the Period Ended June 30, 2017

		Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 1/1/2017		500,000	8,427,893	1,010,389	204,003	279,851	10,422,136
Funded: Assessments Funded: Membership Fees collected Funded: M17 Lease Fees collected Funded: Interest on Funds Progress Payments on CIP	(387) (23)		575,002 504,696 3,596 17,646	504,696 3,596			575,002 1,009,391 7,192 17,646
Expenditures Commitments Replenish funds for Donated Assets Net Monthly Claims			(557,843)	(168,923)			(726,767) - - -
Disbursement to Mutuals 2016 Excess Income Transfers between funds Interest Income Allocation			325,451			(325,451)	-
Net Monthly Activity	_					220,947	220,947
Balance 06/30/2017	=	500,000	9,296,440	1,349,758	204,003	175,347	11,525,548
Net Activity		(0)	868,547	339,369	1. <del></del>	(104,504)	1,103,411

# Golden Rain Foundation Cash Flow Activity - All Reserves For the Month of June 2017

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 5/31/2017	500,000	9,181,226	1,312,212	204,003	104,914	11,302,355
Funded: Assessments Funded: Membership Fees collected (70) Funded: M17 Lease Fees collected (1) Funded: Interest on Funds Progress Payments on CIP		95,833 92,148 87 3,621	92,148 87			95,833 184,296 174 3,621
Expenditures Commitments Replenish funds for Donated Assets Net Monthly Claims Disbursement to Mutuals Transfers between funds Interest Income Allocation Net Monthly Activity		(76,475)	(54,689)		70,433	(131,164) - - - - - -
Balance 6/30/2017	500,000	9,296,440	1,349,758	204,003	175,347	70,433 <b>11,525,548</b>
Net Activity	-	115,213	37,546	-	70,433	223,193

# Golden Rain Foundation Quick Balance Sheet Analysis For the Period Ended June 30, 2017

# SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	387,456	423,908	(36,452)
Current Assets	13,081,160	12,901,014	180,146
Current Liabilities	2,375,016	1,903,360	471,656
Current Ratio	5.51	6.78	
Designated Deposits:  Reserve Fund  Liability & Disaster Insurance Fund  Capital Improvement Fund  Contingency Operating Fund	11,350,201	11,197,441	152,760

# **RESULT OF OPERATIONS**

Current Month	Actual	Budget	Variance	%		
Income Expense Net Materials Recovery(Pass Thru) Excess Income or (Expense)	1,347,269 1,390,771 0 (43,502)	1,303,217 1,393,214 0 (89,997)	44,052 2,443 0 <b>46,495</b>	3.38 0.18		
Year To Date	Actual	Budget	Variance	%		
Income Expense Net Materials Recovery(Pass Thru) Excess Income or (Expense)	7,861,615 7,514,632 0 <b>346,983</b>	7,779,398 7,871,429 0 (92,031)	82,217 356,797 0 <b>439,014</b>	1.06 4.53		

Full T	ime Equivalents	
For the Month	Average YTD	Planned - 2017
154.26	152.39	161.92

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#### 2017 Reserve Expenditures

Cost	Description	2017			Total	Prior	YTD EXI	PENDIT	JRES	TTD	2017	
	Replacement of AC Unit - Admin, Building (774-15) (Completed as 3/13/17)	Reserve Study	Approved	Approved	Adjustments	Projects	Expenditures	Jan-May	Jun	Total	Expenditures	Allocated Fund
30	Adminstration Building First Floor Improvement- Finance & Stock transfer (809-17)		6,200			6,200	5,580	620		620	6,200	Allocated Fully
34	St. Andrews & North Gate Server Replacements (Incl. 10% contingency)	-		92,151		92,151		19,371	39.151	58,522	58,522	33,629
35	Replace Interior Light Fixtures (2016 RS not started)		3,300		(3,300	) -				00,022	- 00,022	33,023
35	Tree Removal and Re-landscaping of Area (813-17)		3,584		A ALIANA	3,584		-				3,584
	Replace Lighting Signage (2016 RS not started)	·	-	8,800		8.800			3,800	3.800	3,800	5,000
	Paint Exterior Flatwork (2016 RS not started)		20,478		(20,478)	) -			0,000	0.000	3,000	5,000
	Replace Water Storage Tanks (2016 RS not started)		4,505			4,505						4,505
48	Replace Solar Panels (2016 RS not started)		12,287		(12,287)	) -		-				
	Replace Swimming Pool Deck Furniture		28,055		(28,055)							
	Sewer Pump Replacement (776-16)		-	8,000		8.000						8,000
	Clubhouse Upgrades		125,562			125,562	31,669	73,893	-	73,893	105,562	20,000
	Paint Wood Siding & Trim (2016 RS not started)	400,000	-							10,050	100,002	
53	Paint Interior Flatwork (2016 RS not started)		14,130		(14,130)							
54	Pania (netion rialwork (2016 KS not started)		25,393		(25,393)							•
	Replace New Water Heater (2016 RS not started) Clubhouse Upgrades (773-16)		4,352		(4,352)							
			198,703		- sheet - sale	198,703	46,548	126,774	7.945	134,719	181,267	
50	Paint Exterior Ironwork (2016 RS not started)		3,840			3,840		120,714	7,040	134,719	101,201	17,436
56	Paint Exterior Flatwork (2016 RS not started)	-	10,239			10,239		-		:-		3,840
56	Replace heat pump #1 (779-16) (Completed as 3/13/17)		6,375	1		6,375	6.088	288		288	6,375	10,239
56	Concrete replacement- West end alongside ambulance driver office (808-17)			8,000		8,000		6.099	-	6,099	6,099	
74	Paint Exterior Flatwork ( 2016 RS not started)		11,724		(11,724)			0,000		0,038	THE RESERVE OF THE PARTY OF THE	1,901
74	Replacement of Wood Shop equipment & Electrical panel (799-16)		42,000		2,108	44,108	12,639		4,008	31,469		· · · · · · · · · · · · · · · · · · ·
74	Storage Improvements- work benches, storage racks, cabinets			15,000		15,000	12,035		1,223	10,916	44,108	
79	Repair Concrete and Wood Shoreline at Pond (2016 RS not started)		2,560			2,560		9,093	1,220	100 Con 1000 Con 1	10,916	4,084
	Refurbish Golf Course Greens (2016 RS not started)	-	10,239			10,239						2,560
	Community Landscape Remodel (2016 RS not started)		10,239			10,239						10,239
79	Community Concrete Flatwork (2016 RS not started)		25,598			25,598						10,239
79	Community Asphalt Seal Coat- Parking Lots (2016 RS not started)		38,038			38,038				-		25,598
79	Community Asphalt Seal Coat-Street Phase 4 (2016 RS not started)		51,195			51,195		*				38,038
79	Main Gate Beautification - Globe (730-15B)		163,270			163,270	163,270	1				51,195
79	Globe - Replacement of Continents (730-15B) (Transfer funds to Globe lighting design)		201,000		(2.000)	199,000	155.387	6.605	-		163,270	
79	Globe Lighting Design (730-15B) (Transfer funding from Globe project 730-15B)		-	2,000	(2,000)	2,000				6,605	161,993	37,007
79	Perimeter wall sections B (591-01B-B) (Completed as 1/12/17)		350,000		(194,247)	155,753	155,753	1,000		1,000	1,000	1,000
79	Perimeter wall sections A (591-01B-A) (Completed as 1/12/17)	· .	494,000		(15,770)	478,230	478,230				155,753	
	Perimeter wall sections J & K (591-01B-JK)		542.289		107,711	650,000					478,230	
79	St. Andrews Gate Improvements (723-14)		50.000	+	107,711	50,000	78,323 9,978			-	78,323	571,677
79	Perimeter wall sections L & M (591-01B-LM)	-	900,000			900,000	628.042	3,735		3,735	13,713	36,288
79	andscape Replacement- Admin./HCC Palm Island, J Island, Pump Island (794-16) (Completed as 3/13/17)		10,249		395	10,644	married the second	195,185 2	0.349	215,534	843,576	56,424
79 1	Street Paving Project- Phase one (Cedar Crest, Knollwood, Fairfield/Prestwick, Shawnee, ) (784-16)		600,000		000	600,000		10,644		10,644	10,644	
79	Street Paving Project- Phase two ( St. Andrews Drive )	600,000	000,000			600,000		-				600,000
	Main Gate Entrance	229,000						-		-		- 1
79	Replace and Purchase Four Traffic Signal Poles	220,000		36,000		36,000						
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD)			237,800		36,000 237,800		•				36,000
- 8	otal Planned Reserve Expenditures	1,229,000	3,969,404	407,751	(221,522)	4,155,633	4 774 507			-		237,800
		1,000,000	5,000,404	-101,131	[221,022]	4,100,033	1,771,507	481,368 7	6,475	557,843	2,329,349	1,826,284

2017 Capital Plan

Center	Description	Prior	2017	Additional	Other	Total	Prior	YTD	EXPENDITU	RES	TTD	Allocated
	Barcode label printer	Approved	Budget	Approved	Adjustments	Projects	Expenditures	Jan-May	Jun	Total	Expenditures	Funds
	Purchasing Office Improvements (805-17)	1,000				1,000	-	- 1				1,00
	Purchase 1 GEM Vehice	- 1		20,600		20,600		10,186	550	10,736	10,736	9.80
	CH4 Technology Enhancements (773-16T)	-		1,500		1,500		-	1,500	1,500	1,500	0,0
34	Axxerion/Jenark System (5000-14J-A)	44,000				44,000		11,257	1000	11.257	11,257	32.7
34	Surveillance Cameras	250,017		50,000		300,017	240,661	7,125	-	7,125	247,786	52,23
	Visual Display Solutions	13,000			1)	13,000	63	3,232	419	3,650	3,713	9,28
		22,000			(22,000)	- 1		-			0,710	3,20
37 47	Sound Proofing Panels @ Main Gate Lobby	2,000				2,000	-	-			-	2,00
4/	RV Lot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad	-		28,000		28,000			12,478	12,478	12,478	15,52
	Dust Extraction Units	-		1,000	(321)	679		679	12,170	679	679	-
	Dust Extraction Units			1,000	(321)	679		679		679	679	-
52	Develop redesign CH2 Outdoor Multi-Use Area (785-16)	13,750				13,750		-	9,250	9,250	9,250	4.50
	Clubhouse Interior Improvements (Multipurpose Court)		250,000		(250,000)	- 10,100		-	3,230	9,200		4,50
	Clubhouse Griddle Electrical Upgrade (812-17)	-		7,000	(200,000)	7.000		-	4.644	4.644		
	Clubhouse Upgrades (773-16)	22,150				22,150	4,189	14,971	4,044	14.971	4,644	2,35
55	Building 5 first floor remodel (765-16)	1,600				1,600	650	14,971			19,160	2,99
55	Conference Room B Remodel (772-16) (Completed as 4/20/17)	39,058				39,058	39,058				650	95
55	Relocate Recreation Offices	-	30,000		(30,000)	39,036		-		-	39,058	
	Add Purchasing Sales Center		25,000	-	(25,000)					× .	-	+
	Relocation Project- Distribution relocated to Building 5, Modify Stock Transfer, Install sound suppression		20,000		(20,000)					- 1		
55	Conf. RM B&C (816-17)	-		20.862		20.862						
	Install Air Walls		25,000	20,002	(5,000)	20,002		0.054	212	212	212	20,65
70	Purchase 1 GEM Vehice		20,000	3,450	(3,000)	3,450		9,051		9,051	9,051	10,94
79	Landscape CH3 Library Patio	6,000	-	3,400	(6,000)	3,430	-	-	3,450	3,450	3,450	-
79	Resales Office Remodel (725-14) (Completed as 3/13/17)	70,000			(14,177)	55.823				-		
79	Pedestrian Gate at Northwood Road	28,143	-	-	(14,177)	28.143	54,652	1,171	-	1,171	55,823	-
79	Main Gate Landscape Architect (790-16)	8,000	-			8,000				- 1	-	28,143
79	Sidewalk addition at Medical Center Building to Conference RM B (784-16) (Completed as 3/13/17)	30,000			(550)			4,000	2,250	6,250	6,250	1.750
79	Red Curb Review Study (796-16)	9,720		-	(550)	29,450	24,525	4,925	i	4,925	29,450	-
79	Nassau Drive Landscaping (797-16) (Completed as 3/13/17)	6,450	-		-	9,720	- !	9,720		9,720	9,720	
79	Landscape Replacement- South Side Hill at Amphitheater/ HCC (795-16) (Completed as 3/13/17)	3,206			7.1	6,450		6,450		6,450	6,450	-
79	Concrete Replacement and Lanscaping at South end of Building 5 (793-16)	16,500			74	3,280	-	3,280		3,280	3,280	-
79	Upgrade 1.8 acres for Rolling Thunder Golf Cart Club (806-17)	10,000		40.000		16,500	14,500	1,197		1,197	15,697	803
79	Conduct Traffic Control Evaluation at Oakmont/St. Andrews & Interlachen/St. Andrews (807-17)			19,200		19,200	-	787	9,200	9,987	9,987	9,213
79	Install Physio-Control LIFEPAK CR & Automated External Defibrillators			2,200	10 15 15	2,200		1,013		1,013	1,013	1,188
79	Add railings and stairs to Post Office (811-17)			28,000	(3,487)	24,513		24,513		24,513	24,513	-
	Replace back up generator for Server, phone, radio	-	-	10,100		10,100	-	-	9,100	9,100	9,100	1,000
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD)	•		35,000		35,000		19%		-	- 1	35,000
79	CH3 and CH4 Entrance Triangle	-		35,000		35,000		- 1		-	- 1	35,000
	VII VII VII LIII VII VII VII VII VII VII	-		1,635		1,635	-	-	1,635	1,635	1,635	
-	Total Planned Capital Acquisitions						-	-			-	
	Total Figures Capital Acquisitions	586,594	330,000	264,547	(356,782)	824,359	378,298	114,234	54,689	168,923	547,221	277,137



Golden Rain Foundation

Leisure World, Seal Beach

## **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

FINANCE COMMITTEE

SUBJECT:

TRUST PROPERTY LEASE, NUVISION

DATE:

JULY 18, 2017

CC:

FILE

The original five-year lease agreement with NuVision Credit Union was signed on November 7, 2002. The agreement contained provisions for 5-year extension, which were duly moved and approved by the GRF Boards, extending the contact through November 7, 2017, (attached).

As the expiration of the lease agreement will be expiring in less than five (5) month, actions are now necessitated.

At the July 17, 2017 meeting of the Finance Committee, the Committee during deliberation noted that NuVision provides a valued service to the community; as such duly moved to recommend to the Board extension of the lease with NuVision at \$1,500 per month, for a 5-year term. Due to the age of the existing agreement, terms and conditions of the current agreement to be reviewed for possible amendment.

The Executive Director has been in contact with representatives of NuVision, who have stated strong interest in renewing an agreement with GRF (email of July 11, 2017 attached).

Action requested,

I move to conceptually approve a 5-year lease with NuVision for \$1,500, under the following conditions:

- Terms and conditions of the lease agreement shall be reviewed for possible amendment by the Finance Committee, as well as GRF Corporate Counsel.
- Amended lease agreement shall be presented to the Board at its August meeting for final review and consideration.

# COPY

# AMENDMENT TO ON-SITE CREDIT UNION LOCATION MANAGEMENT AND LEASE AGREEMENT

#### Preamble and Recitals

This Amendment to On-Site Credit Union Location Management and Lease Agreement (the "Amendment") is entered into on November 1, 2007, by and between GOLDEN RAIN FOUNDATION, a California non-profit Corporation, hereinafter referred to in this Amendment to On-Site Credit Union Location Management and Lease Agreement (the "Amendment") as "Landlord," and NUVISION FINANCIAL FEDERAL CREDIT UNION, (previously MC DONNELL DOUGLAS WEST FEDERAL CREDIT UNION), a credit union chartered under the laws of the United States, hereinafter referred to in this Amendment as "Tenant."

#### Recital

A. This Amendment relates to the specific modification and amendment of certain hereinafter designated provisions of the Lease entered into on November 7, 2002, (the "Lease") by and between Landlord and Tenant, and is amended and modified only in those certain particular provisions hereinafter referred to, and in all other respects the Lease shall continue in force full and effect, except as so amended and modified.

FIRST: Article I Section 1.03 captioned "Term of Lease" is amended and modified as hereinafter provided, and as said provision now provides in the original terms and provisions of the Lease the same is deleted and said section as amended shall read as follows to wit:

"Section 1.03. The term of this Lease shall be for a period of five (5) years commencing on the date of execution of the Lease (November 7, 2002), unless terminated earlier as provided in this Lease. Tenant shall have the option to extend this Lease for two additional terms of five (5) years. The option for each term shall be exercised in writing by Tenant and delivered to Landlord no more than six (6) months or less than three (3) months prior to the expiration of the initial five- (5) year term, and additionally by further notice no more than six (6) months or less than three (3) months prior to the expiration of the second five- (5) year term.

SECOND: Article I Section 1.04 shall be amended in the following particulars as hereinafter set forth, said section captioned "Termination of Lease":

Page 1 of 4

- "Section 1.04. This Lease may be terminated by either party upon one hundred and eighty (180) days written notice to the other party, provided however, that:
- (a) Should Landlord terminate this Lease prior to its expiration pursuant to this Section, it shall pay to Tenant the amount of six (6) months rent in recognition of the costs to be incurred by Tenant in obtaining alternate ground on which to place its Building:
- (b) Should Tenant terminate this Lease prior to its expiration pursuant to this Section, it shall pay to Landlord the amount of two (2) months rent in recognition of the costs to be incurred by Landlord in re-leasing Tenant's Premises."

THIRD: Article II Section 2.01 captioned "Rent" shall be amended to read as follows:

- "Section 2.01. Tenant agrees to pay to Landlord monthly rent of One Thousand Dollars (\$1,000) for the first five- (5) year term of the Lease payable on the first day of each month. All rent required under this Lease shall be paid to Landlord effective the first month after completion of construction at P.O. Box 2069, Seal Beach, California 90740, or any other place or places that Landlord may designate by written notice to Tenant.
- (a) The parties by this Amendment agree that Tenant has exercised its option to extend this Lease for an additional term of five (5) years pursuant to said Lease as the second five- (5) year term, and that Tenant shall pay to Landlord a rental of One Thousand Five Hundred Dollars (\$1,500) as rent each month payable on the first day of each and every month during the second five- (5) year term under the terms and provisions of the Lease. It is further agreed by Landlord and Tenant that in the event that Tenant shall exercise its option to extend this Lease for an additional term of five (5) years, that the rent for said additional five- (5) year period shall be in the amount of One Thousand Five Hundred Dollars (\$1,500) per month payable on the first day of each and every month.
- (b) Landlord and Tenant agree that all rent is due and payable as herein provided on the first day of each and

Page 2 of 4

every month, and that the rent for the extended five- (5) year period commencing November 1, 2007, shall be due on said date. Landlord and Tenant further agree that in the event rent each month is not paid within ten (10) days after the due date on the first day of each and every month that there shall be payable by Tenant to Landlord as additional rent a late charge in the amount of One Hundred Dollars (\$100) to be considered as additional rent. Landlord and Tenant agree that in the event Tenant shall exercise its option for an additional five- (5) year period at the termination of the first option period that the rent for said second option period shall be in the amount of One Thousand Five Hundred Dollars (\$1,500) per month payable on the first day of each and every month commencing on the first day of November 2012.

(c) Landlord and Tenant agree that nothing in the Lease or this Amendment to the Lease shall be construed to render Landlord in any way or for any purpose, a partner, a joint venturer, associate, agent or principal in any relationship with Tenant other than that the relationship shall be that of Landlord and Tenant. Landlord and Tenant agree that this Lease shall not be construed in any way so as to authorize either to act as agent for the other."

As hereinbefore provided, Landlord and Tenant each agree that, except as amended by this Amendment, all provisions of the Lease Agreement executed November 7, 2002, shall continue to prevail in each and every respect.

The parties have hereunto executed this Amendment to On-Site Credit Union Location Management and Lease Agreement effective on the date hereinabove set forth at Seal Beach, California.

GOLDEN RAIN FOUNDATION
("LANDLORD")

Thomas E. Barratt, President

Secretary of Golden Rain Foundation

Page 3 of 4

Type or Print Name

NUVISION FINANCIAL FEDERAL CREDIT UNION

("TENANT")

Signature

Type of Stript Name and Title

Type or Tint Name and Title

Signature

JOHN J. CARSON

CFO

Type or Print Name and Title

# ON SITE CREDIT UNION LOCATION MANAGEMENT AND LEASE AGREEMENT

#### Preamble and Recitals

This Lease is entered into on November 7, 2002, by and between GOLDEN RAIN FOUNDATION, a California Corporation, hereafter referred to in this Lease as "Landlord," and NUVISION FINANCIAL FEDERAL CREDIT UNION (previously MC DONNELL DOUGLAS WEST FEDERAL CREDIT UNION), a credit union chartered under the laws of the United States, hereafter referred to in this Lease as "Tenant."

- a. Landlord is the owner of certain real property in the County of Orange, State of California, described on Exhibit "A," which is attached and made a part of this Lease (hereafter referred to in this Lease as the "Premises").
- b. Tenant desires to lease a portion of the Premises (hereafter referred to in this Lease as "Tenant's Premises") as shown on Exhibit "A," for the purpose of constructing a commercial building (hereafter referred to in this Lease as the "Building"), appurtenant parking areas, and other related Improvements (collectively referred to in this Lease as the "Improvements") in accordance with the agreement of the parties as set forth in this Lease.

## ARTICLE I LEASE OF PREMISES AND TERM OF LEASE

## Agreement to Lease

Section 1.01. For and in consideration of the rents to be paid and covenants to be performed by Tenant under this Lease, Landlord agrees to lease the Tenant's Premises to Tenant, and Tenant agrees to lease Tenant's Premises from Landlord, on the terms and conditions set forth in this Lease. Except as expressly provided in this Lease, "Tenant's Premises" includes the area set forth on Exhibit "A" described as "Credit Union Location" and so indicated on the map as Exhibit "A" and consisting of an area approximately 25 feet wide and 40 feet in length in rectangular form. Tenant shall have a license to use the routes of access to Tenant's Premises as shown on the map as Exhibit "A." The rights of way shall not be changed, except provided that Landlord shall provide other access to Tenant's Premises.

#### Status of Title

Section 1.02. Landlord warrants that it has title to the leasehold estate created by this Lease.

#### Term of Lease

Section 1.03. The Term of this Lease shall be for a period of five (5) years commencing on the date of execution of this Lease, unless terminated earlier as provided in this Lease. Tenant shall have the option to extend this Lease for one additional term of five years. This option shall be exercised in writing by Tenant and delivered to Landlord no more than six (6) months or less than three (3) months prior to the expiration of the initial five- (5) year term.

#### Termination of Lease

Section 1.04. This Lease may be terminated by either party upon sixty (60) days written notice to the other party, provided however, that:

- (a) Should Landlord terminate this Lease prior to its expiration pursuant to this Section, it shall pay to Tenant the amount of six (6) months rent in recognition of the costs to be incurred by Tenant in obtaining alternate ground on which to place its Building;
- (b) Should Tenant terminate this Lease prior to its expiration pursuant to this Section, it shall pay to Landlord the amount of two (2) months rent in recognition of the costs to be incurred by Landlord in re-leasing Tenant's Premises.

ARTICLE II

#### **Annual Rent**

Section 2.01. Tenant agrees to pay to Landlord monthly rent of One Thousand Dollars (\$1,000) payable on the first day of each month. All rent required under this Lease shall be paid to Landlord effective the first month after completion of construction at P. O. Box 2069, Seal Beach, California 90740, or any other place or places that Landlord may designate by written notice to Tenant.

There will be a late charge provision of \$100 after the tenth (10<sup>th</sup>) of each month. The rent will be subject to a CPI (Consumer Price Index) adjustment after the initial five- (5) year term of the Lease.

Notwithstanding anything to the contrary in this Section, Tenant shall not be required to pay monthly rent for the period from the date of the term of this Lease commences and continuing through the date Tenant commences the operation of business at the Building, or within 30 days of completion of Building placement, whichever occurs first. The rent payable by Tenant to Landlord shall commence notwithstanding anything contrary in this Section not later than 150 days following the date of execution of this Lease.

## No Partnership or Joint Venture

Nothing in this Lease shall be construed to render Landlord in any way, or for any purpose, a partner, join enterer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this Lease be construed to authorize either to act as agent for the other.

ARTICLE III USE OF PREMISES

#### Permitted Use

Section 3.01. Tenant shall use the Building for the purpose of operating a credit

union and general office. "More specifically, the following shall be among the services offered by Tenant:

- (a) Account services including deposits, withdrawals, check cashing, consumer and real estate lending, investments, and other financial services;
- (b) An ATM machine accessible from the exterior of Tenant's Building at no charge to members;
- (c) Hours of operation, at a minimum, of Monday, Wednesday and Friday from 10:30 a.m. to 2:00 p.m.;

Tenant shall provide services for its members who are: 1) residents of Seal Beach Leisure World; 2) employees of Golden Rain Foundation, Leisure World Health Care Center, and Onsite Sales Office; such services to be provided by staff in sufficient quantity to effectively service such members. Finally, Tenant shall be responsible for the payment of all utilities, other incidental expenses and any required insurance coverage. The services and responsibilities are limited to those set forth herein and may be modified by mutual agreement of the parties, in writing."

## Compliance with Laws

Section 3.02. Tenant shall, at its own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted that are applicable to it. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Building or any portion of the Building, Tenant shall procure and maintain it throughout the term of this Lease.

Any hazardous material requiring separate disposal in other than normal waste containers will be handled properly by Tenant within existing California codes.

#### Prohibited Uses

Section 3.03. Tenant shall not use or permit the Building or any portion of Tenant's Premises to be improved, developed, used, or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, country or local governmental agency, body or entity. Use is strictly limited to those purposes set forth in Section 3.01. Furthermore, Tenant shall not maintain or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Building or any part of the Building.

# ARTICLE IV TAXES AND UTILITIES

#### Tenant to Pay Taxes

Section 4.01. Tenant shall pay, during the term of this Lease, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease by any governmental agency or entity on or against the Tenant's Premises, the Improvements located about the Tenant's Premises, personal property located about or in the Tenant's Premises or Improvements, and the leasehold estate created by this Lease.

#### Proration of First and Last Year Taxes

Section 4.02. Notwithstanding the provisions of Section 4.01 of this Lease, all taxes, assessments, or other charges levied or assessed during the tax years in which the term of this Lease commences and ends shall be prorated between Landlord and Tenant as of 12:01 a.m. on the date the term commences and on the date the term ends, respectively, on the basis years that commence on July 1 and end on June 30 of each year. Landlord shall pay the taxes, assessments, or other charges for the year in which the term of this Lease commences and Tenant shall promptly, on service of written request by Landlord, reimburse Landlord for Tenant's share of those taxes, assessments, or other charges. Tenant shall pay the taxes, assessments, and other charges for the year in which Lease is to end, and Landlord shall promptly, on service of written request by Tenant, reimburse Tenant for Landlord's share of those taxes, assessments and other charges.

# Separate Assessment of Leased Premises

Section 4.03. Should the Tenant's premises be assessed and taxed with or as part of other property owned by Landlord, before the commencement of the term of this Lease, Landlord shall arrange with the taxing authorities to have Tenant's Premises taxed and assessed as a separate parcel distinct from any other real or personal property owned by Landlord. Should the Tenant's Premises be assessed and taxed for the year in which this Lease is to commence with or as part of other property owned by Landlord, the share of the taxes, assessments, or other charges for which Tenant is liable to pay under Section 4.02 shall be determined as follows: Tenant shall pay an amount equal to that portion of the taxes, assessments, and other charges that bears the same ratio to the total of the taxes, assessments, and other charges as the ground area of the Tenant's Premises bears to the ground area of the total taxed property.

# Taxes Payable in Installments

Section 4.04. Should any special tax or assessment be levied on or assessed against the Tenant's Premises that may be either paid in full before a delinquency date within the term of this Lease or paid in installments over a period either within or extending beyond this Lease, Tenant shall have the option of paying the special tax or assessment in installments. The fact that the exercise of the option to pay the tax or assessment in

installments will cause the Premises to be encumbered with bonds or will cause interest to accrue on the tax or assessment is immaterial and shall not interfere with the free exercise of the option by Tenant. Should Tenant exercise the option to pay any such tax or assessment in installments, Tenant shall be liable to pay only those installments becoming due during the term of this Lease. Landlord shall cooperate with Tenant and, on written request of Tenant, execute or join with Tenant in executing any instruments required to permit any such special tax or assessment to be paid in installments.

#### Contest of Tax

Section 4.05. Tenant shall have the right to contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied on or assessed against Tenant's Premises or any part of the Tenant's Premises, provided, however, that the contest, opposition, or objection must be filed before the tax, assessment, or other charge at which it is directed becomes delinquent, and that written notice of the contest, opposition, or objection must be given to Landlord at least ten (10) days before the date that the tax, assessment or other charge becomes delinquent. Landlord shall, on written request of Tenant, join in any contest, opposition, or objection if Tenant determines that joinder is necessary or convenient for the proper prosecution of the proceedings. Tenant shall be responsible for and shall pay all costs and expenses in any contest or legal proceeding instituted by Tenant.

#### Utilities

Section 4.06. Tenant shall pay or cause to be paid, and hold Landlord and Landlord's property, including Tenant's Premises, free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to the Tenant's Premises during the term of this Lease. Tenant shall pay or cause to be paid for the removal of garbage and rubbish from Tenant's Premises during the term of this Lease.

# ARTICLE V CONSTRUCTION BY TENANT

#### **Duty to Construct**

Section 5.01. Tenant shall, at Tenant's sole cost and expense, construct or cause to be constructed on Tenant's Premises, a building in the manner and according to the terms and conditions specified in this Article. Tenant will obtain a Performance, Completion and Lien Bond and name the Golden Rain Foundation as beneficiary thereof, and the same shall run in favor of the Golden Rain Foundation.

# Requirement of Landlord's Written Approval

Section 5.02. Buildings or other Improvements of any kind shall not be constructed on Tenant's Premises unless and until the plans, specifications, and proposed location of that structure or Improvements have been approved in writing by Landlord, which approval shall not be unreasonably withheld nor delayed. Exact specifications and drawings of the Building will be required. Any signs, banners or names on or near this Building must be approved in writing in advance by the Landlord.

## Preparation and Submission of Plans

Section 5.03. Tenant shall, at Tenant's own cost and expense, prepare plans and specifications for the Building and shall submit them to Landlord and the City of Seal Beach for approval.

# Landlord's Approval or Rejection of Plans

Section 5.04. After Landlord's approval of the documents pertaining to the Building described in Section 5.03 of this Lease, any substantial change in the plans or specifications for the Building shall be approved by Landlord. For purposes of this Section, "substantial change" means one that materially changes the exterior appearance of the Building. Minor changes in work or materials not constituting a substantial change need not be approved by Landlord, but a copy of the altered plans and specifications reflecting those changes shall be given to Landlord.

#### All Work on Written Contract

Section 5.06. All work required in the construction of the Building, including any site preparation work, landscaping work, and utility installation work, as well as actual construction work on the Building, shall be performed only by competent contractors licensed under the laws of the State of California and shall be performed in accordance with written contracts with those contractors, and in accordance with Leisure World requirements relating to construction.

#### Performance and Lien Bonds

- Section 5.07. Each contractor engaged by Tenant to perform any services for construction of the Building, including any construction, site preparation, utility installation, landscaping, or parking lot construction services, shall furnish to Tenant, who shall deliver copies of both of the following to Landlord, at the contractor's own expense at the time of entering a contract with Tenant for those services:
- (a) A bond issued by a corporate surety authorized to issue surety insurance in California in an amount equal to one hundred percent (100%) of the contract price payable under the contract securing the faithful performance by the contractor of its contract with Tenant; and
- (b) A bond issued by a corporate surety authorized to issue surety insurance in California in an amount equal to fifty percent (50%) of the contract price payable under the contract securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of the contract.

# Compliance with Law and Standards

Section 5.08. The Building shall be constructed, all work on Tenant's Premises shall be performed, and all buildings or other Improvements on Tenant's Premises shall be erected in accordance with all valid laws, ordinances, regulations and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over Tenant's Premises; provided, however, that any structure or other Improvements erected on Tenant's Premises,

including the Building, shall be deemed to have been constructed in full compliance with all such valid laws, ordinances, regulations, and orders when a valid final Certificate of Occupancy entitling Tenant and subtenants of Tenant to occupy and use the structure, or other Improvement have been duly issued by proper governmental agencies or entities. All work performed on Tenant's Premises under this Lease, or authorized by this Lease, shall be done in a good workmanlike manner.

#### Mechanics' Liens

Section 5.09 At all times during the term of this Lease, Tenant shall keep Tenant's Premises free and clear of all liens and claims of liens for labor, services, materials, supplies and equipment.

## Zoning and Use Permits

Section 5.10. Should Tenant deem it necessary or appropriate to obtain any use permit for Tenant's Premises to construct or operate the Building for permitted uses as set forth in Section 3.01 herein, Landlord agrees to execute any documents, petitions, applications, and authorizations that may be necessary. All cost and expense of Tenant shall be paid by Tenant and Tenant agrees to protect and save Landlord and the property of Landlord, including Tenant's Premises, free and harmless from any such cost and expense.

## Ownership of Improvements

Section 5.11. Title to all Improvements, including the Building to be constructed on Lanlord's Premises by Tenant, shall be owned by Tenant until expiration of the term or early termination of this Lease. All Improvements, including the Building, on Tenant's Premises at the expiration of the term or earlier termination of this Lease shall, unless otherwise agreed to, remain the property of Tenant. Upon such termination, Tenant agrees to obtain all necessary permits and return the property to its original condition within 30 days after receipt of such permits.

#### ARTICLE VI REPAIRS AND RESTORATION

## Maintenance by Tenant

Section 6.01. At all times during the term of this Lease, Tenant shall, at Tenant's own cost and expense, keep and maintain Tenant's Premises, all Improvements, and all appurtenances (including landscaped and parking areas) now or hereafter on Tenant's Premises in a first-class condition, in good order, and in a safe and clean condition.

# Requirements of Governmental Agencies

Section 6.02. At all times during the term of this Lease, Tenant, at Tenant's own cost and expense, shall do all of the following:

(a) Make all alterations, additions, or repairs to Tenant's Premises or the Improvements on Tenant's Premises required by any valid law, ordinance, statute, order, or

regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity;

- (b) Observe and comply with all valid laws, ordinances, statutes, orders, or regulations now or hereafter made or issued respecting Tenant's Premises by any federal, state, county, local, or other governmental agency or entity;
- (c) Contest, if Tenant, in Tenant's sole discretion desires, by appropriate legal proceedings brought in good faith and diligently prosecuted in the name of Tenant, or in the names of Tenant and Landlord, when appropriate or required, to the validity or applicability to Tenant's Premises of any law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity; provided, however, that any such contest or proceeding, though maintained in the names of Tenant and Landlord, shall be without cost to Landlord, and Tenant shall protect Tenant's Premises and Landlord from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation; and
- (d) Indemnify and hold Landlord, Golden Rain Foundation, Mutuals 1 through 12 and 14 through 17 and all residents and the property of Landlord, including Tenant's Premises, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Tenant's failure to comply with and perform the requirements of this Section. Any required insurance for this purpose shall name the above parties as additional insureds.

# **Application of Insurance Proceeds**

Section 6.03. Any and all fire or other insurance proceeds that become payable at any time during the term of this Lease because of damage to or destruction of any Improvements on Tenant's Premises shall be paid to Tenant and applied by Tenant toward the cost of repairing and restoring the damaged or destroyed Improvements.

# ARTICLE 7 INDEMNITY AND INSURANCE

## **Indemnity Agreement**

- Section 7.01. Tenant shall indemnify and hold Landlord and Landlord's property, including Tenant's Premises and Improvements now or hereafter on Tenant's Premises, free and harmless from any and all liability claims, loss, damages, or expenses resulting from Tenant's occupation and use of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of the following:
- (a) The death or injury of any person, including Tenant or any person who is an employee, agent or invitee of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or by any person who is an employee, agent or invitee of Tenant, from any cause whatever while that person or property is in, on or about Tenant's Premises or in any way connected with Tenant's Premises or with any of the

Improvements or personal property on Tenant's Premises and resulting from any cause except those excepted in this section;

- (b) The death or injury of any person, including Tenant or any person who is an employee, agent or invitee of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or by any person who is an employee, agent or invitee of Tenant, caused or allegedly caused by either (1) the condition of Tenant's Premises or some Building or Improvement on Tenant's Premises, or (2) some act or omission on Tenant's Premises by Tenant, Tenant's employees, agents or invitees, or any person, in, on or about Tenant's Premises with the permission and consent of Tenant, from any cause except as hereinafter excepted;
- (c) Any work performed on Tenant's Premises or materials furnished to Tenant's Premises at the instance or request of Tenant or any person or entity acting for or on behalf of Tenant; or
- (d) Tenant's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Tenant or Tenant's Premises by any duly authorized governmental agency or political subdivision.

The above provisions are inapplicable to the extent that any of the damages or injuries set forth in this paragraph are caused by the negligence of the Landlord, its agents, or employees.

# Liability Insurance

- Section 7.02. Tenant shall, at Tenant's own cost and expense, procure and maintain during the entire term of this Lease, a broad form comprehensive coverage policy of public liability insurance issued by an insurance company licensed by the State of California insuring Tenant and Landlord against loss or liability caused by or connected with Tenant's occupation and use of Tenant's Premises under this Lease in amounts not less than the following:
- (a) One million dollars (\$1,000,000) for injury to or death of one person, and subject to that limitation for the injury or death of one person, of not less than \$1,000,000 for injury to or death of two or more persons as a result of any one accident or incident; and
  - (b) One million dollars (\$1,000,000) for damage to or destruction of any property.

# Fire and Casualty Insurance

Section 7.03. Tenant shall, at Tenant's own cost and expense, at all times during the term of this Lease, keep all Improvements on Tenant's Premises insured for their full replacement value by insurance companies authorized to do business in the State of California against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the county where Tenant's Premises are located. For as long as there is any Leasehold Encumbrance in existence, that policy shall also contain a standard letter endorsement.

## Specific Perils To Be Insured

Section 7.04. Notwithstanding anything to the contrary contained in Section 7.03 of this Lease, the insurance required by Section 7.03 of this Lease shall, whether or not included in the standard extended coverage endorsement referred to in Section 7.03, insure all Improvements on Tenant's Premises against loss or destruction by windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, fire, smoke damage and sprinkler leakage. Furthermore, the insurance required by Section 7.03 of this Lease during the construction of the Building described in Article 5, shall include coverage for course of construction, vandalism, and malicious mischief, insuring the Building during its construction and all materials delivered to the site of the Building for their full insurable value.

#### Deposit of Insurance with Landlord

Section 7.05. Tenant, shall, within ten (10) days after the execution of this Lease, and promptly thereafter whenever any such policy is replaced, rewritten, or renewed, deliver to Landlord a true and correct copy of each insurance policy required by this Article of this Lease or a certificate executed by the insurance company or companies or their authorized agent evidencing that policy or policies. Any cancellation or termination of any insurance shall require a notice to Landlord from the insurance carrier 30 days prior to such termination or cancellation and, that in the event 15 days prior to termination or cancellation of a policy, if the Tenant has not procured and placed on the premises a new policy of insurance, not only as to liability and the property damage, but in all other aspects of the insurance, a new policy of insurance may be procured and paid by Landlord and billed to Tenant at then current reasonable market costs which should be additional rent under the terms of this Lease.

# ARTICLE VIII ASSIGNMENT AND SUBLEASING

# No Assignment Without Landlord's Consent

Section 8.01. Tenant may not assign this Lease or transfer any interest in this Lease without the prior written consent of Landlord. Landlord shall have thirty (30) days after a request to assign or transfer to notify Tenant of whether it consents or does not consent to the proposed assignment or transfer. Landlord shall have absolute discretion as to whether, or not, the Lease may be assigned or transferred, and the determination of the Landlord shall be final.

# ARTICLE IX DEFAULT AND REMEDIES

#### Breach and Default by Tenant

Section 9.01. All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby leased to Tenant. Should Tenant fail to perform any covenant, condition, or agreement contained in this Lease and the default is not cured within thirty (30) days after written notice of the default is served on Tenant by

Landlord, then Tenant shall be in default under this Lease. In addition to Tenant's failure to perform any covenant, condition, or agreement contained in this Lease within the cure period permitted by this Section, the following shall constitute a default by Tenant under this Lease:

- (a) The appointment of a receiver to take possession of Tenant's Premises or Improvements, or of Tenant's interest in, to and under this Lease, the leasehold estate or of Tenant's operations on Tenant's Premises for any reason including, without limitation, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, when not released within sixty (60) days.
- (b) An assignment by Tenant for the benefit of creditors; or the voluntary filing by Tenant or the involuntary filing against Tenant of a petition, other court action, or suit under any law for the purpose of (1) adjudicating Tenant a bankrupt, (2) extending time for payment, (3) satisfaction of Tenant's liabilities, or (4) reorganization, dissolution, or arrangement on account of, or to prevent, bankruptcy or insolvency; provided, however, that in the case of an involuntary proceeding, if all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the filing or other initial event, then Tenant shall not be in default under this Section; and
- (c) The subjection of any right or interest of Tenant to or under this Lease to attachment, execution, or other levy, or to seizure under legal process when the claim against Tenant is not released within ninety (90) days.
- (d) Notwithstanding anything to the contrary contained in Section 1.04 of this Lease, in accordance with California Civil Code Section 1951.4 (or any successor statute), Tenant acknowledges that, in the event Tenant has breached this Lease and abandons the Lease, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. All sums due and owing Landlord by Tenant after notice to cure, as above provided, shall bear interest at the maximum legal rate for the State of California.

# ARTICLE X OTHER PROVISIONS

#### Force Majeure

Section 10.01. Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either Landlord or Tenant is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

#### Attorneys' Fees

Section 10.02. Should any litigation be commenced between the parties to this Lease concerning Tenant's Premises, this Lease, or the rights and duties of either in relation thereto, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for that party's attorneys' fees in that litigation that shall be determined by the court in that Litigation or in a separate action brought for that purpose.

### Governing Law

Section 10.03. This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises.

### Binding on Heirs and Successors

Section 10.04. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this Section shall be construed as a consent by Landlord to any assignment of this Lease or any interest in the Lease by Tenant.

### Partial Invalidity

Section 10.05. If any provision of this Lease is held by a count of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

## Sole and Only Agreement

Section 10.06. This instrument constitutes the sole and only agreement between Landlord and Tenant respecting Tenant's Premises, the leasing of Tenant's Premises to Tenant, the construction of the Building described in this Lease on Tenant's Premises, and the Lease terms set forth in this Lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting Tenant's Premises, their leasing to Tenant by Landlord, or any other matter discussed in this Lease not expressly set forth in this instrument are null and void.

### Administration

Section 10.07 All routine matters of management and operations concerning administration of this Lease will be communicated through the branch office Support Services Manager and the Administrator of the Golden Rain Foundation.

### Time of Essence

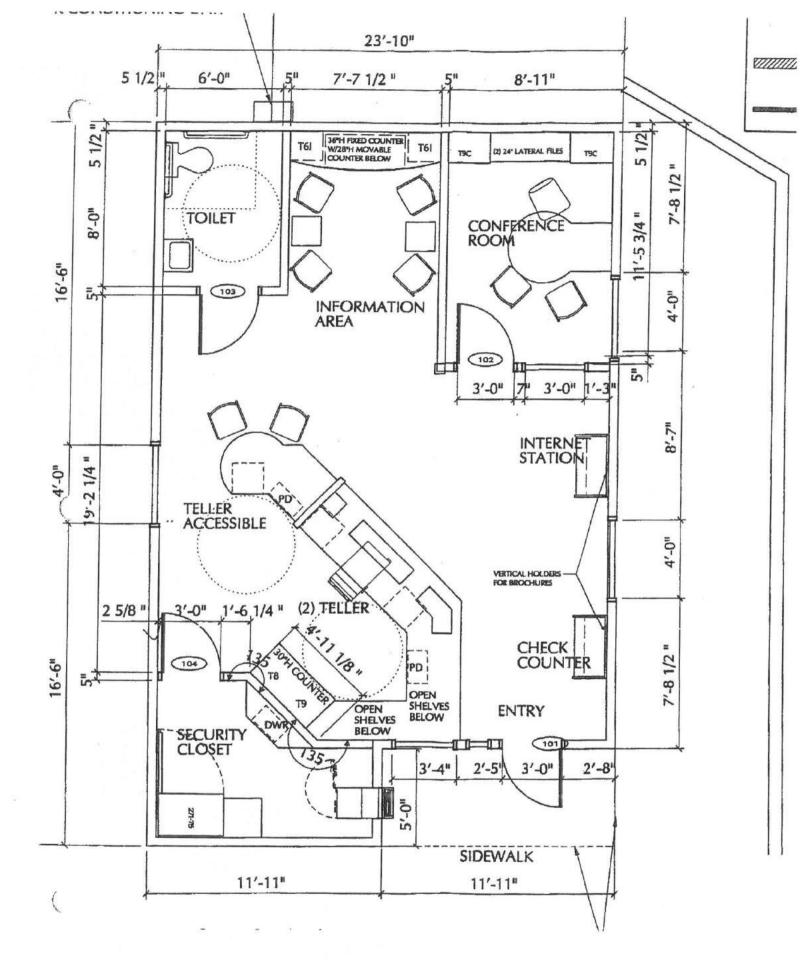
Section 10.08. Time is expressly declared to be of the essence of this Lease.

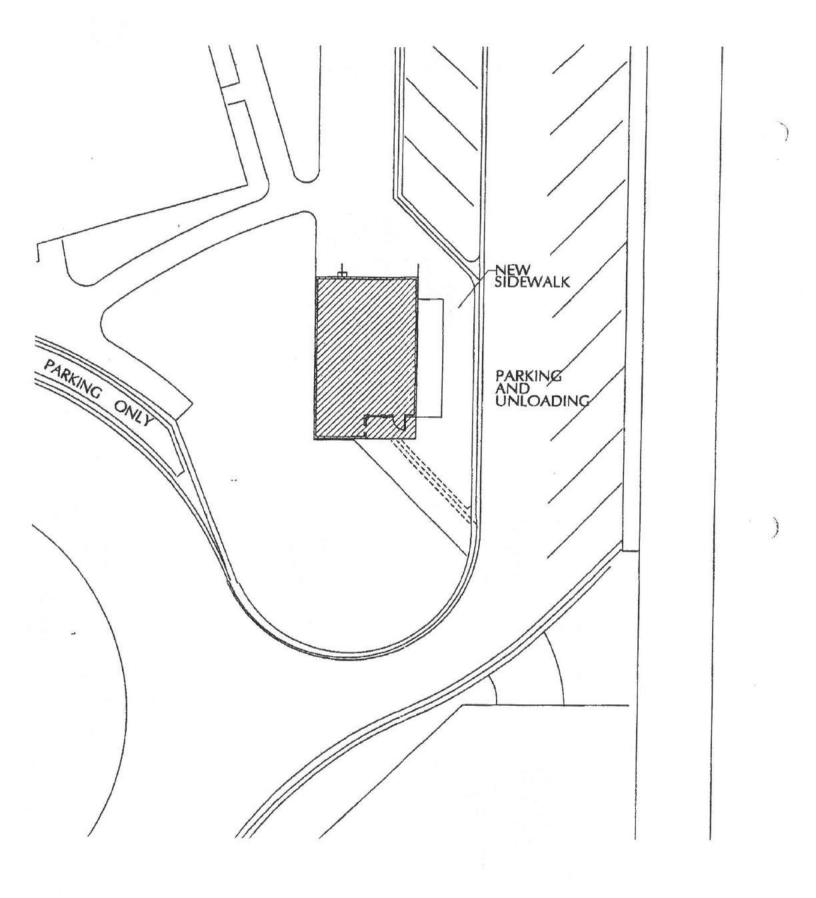
All notices are to be given in writing to the Golden Rain Foundation at its address, P. O. Box 2069, Seal Beach, CA 90740, and to nuVision Financial Federal Credit Union at its address, P. O. Box 1220, Huntington Beach, CA 92647-1220.

No brokerage agent for either party has negotiated any aspect of this Lease.

EXECUTED ON_11-2-	0-02, at_	Seal	Beech	(	California
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Golden Rain Foundation Board Meeting Minutes, October 16, 2012

Ms. Milhone MOVED and Mrs. Reimers seconded -

TO authorize the expenditure of \$14,803.10, for the purchase of lobby furniture for Clubhouse Two from National Business Furniture, without providing additional bids in accordance with Section 1.a.1) of Policy 5506, using Capital Funds from the 2012 Budget.

The members discussed the proposed purchase and the Physical Property/Recreation Supervisor answered directors' questions.

Mr. McCabe MOVED, Mr. Bourhenne seconded and carried with nine yes votes, five no votes (Milhone, Reimers, Fuqua, Barratt and Bolton) and one abstention (Craig) -

TO refer the purchase of Clubhouse Two furniture back to the Recreation Committee.

# APPROVE FRIENDS OF THE LIBRARY LEASE AGREEMENT

The Use and Lease Agreement with the Friends of the Leisure World Library expires December 31, 2012. The existing agreement states that the Golden Rain Foundation shall have the option to review this agreement annually and renew it for additional five-year periods. The existing agreement also states that the Friends of the Library shall pay an annual rent of \$1 per year.

At its meeting on October 5, 2012, the Finance Committee unanimously recommended to renew the agreement with the volunteer-based organization.

After brief discussion, Mr. McCabe MOVED, Mrs. Reimers seconded and carried unanimously -

TO approve the renewal of the Use and Lease Agreement with the Friends of the Library for a five-year period commencing January 1, 2013, and ending December 31, 2017, and to authorize the President to sign the agreement.

# APPROVE CREDIT UNION LEASE AGREEMENT

The original five-year Management and Lease Agreement between the GRF and NuVision Federal Credit Union was signed on November 7, 2002. A five-year renewal of the Agreement, with the option to renew for an additional five-year period, thereby extending the agreement through November 7, 2017, was approved in 2007.

Page 7 of 12

At its meeting on October 5, 2012, the Finance Committee, reviewed the Second Amendment to the Agreement and recommended its ratification to the Board. If approved, the credit union will continue its monthly rental payment of \$1,500 to the Foundation.

Mr. Barratt MOVED and Mr. McCabe seconded -

TO ratify the amendment of the Management and Lease Agreement between the Golden Rain Foundation and NuVision Financial Federal Credit Union, to extend the agreement for a five-year term, through November 7, 2017.

After discussion, Mr. Craig called the question and Mr. McCabe seconded. The motion to end debate passed with 12 yes votes, two no votes (Blake and Bourhenne) and one abstention (Seifert).

The main motion passed with 12 yes votes, two no votes (Blake and Bourhenne) and one abstention (Seifert).

## COMMITTEE CHAIR AND EXECUTIVE DIRECTOR'S REPORTS

The President declared that in the interest of time, the Committee Chair Reports and the Executive Director's Report would be published with the minutes. Physical Property Chair Michaelides read his report aloud.

## **BOARD MEMBER COMMENTS/REQUESTS**

Six Board members spoke.

## **ADJOURNMENT**

The meeting was adjourned at 12:22 p.m.

Ronde Winkler, Corporate Secretary

**GRF Board of Directors** 

These are tentative minutes, subject to the approval of the Board of Directors.

### Randy L. Ankeny

From:

Marnie Thompson < MThompson@nuvisionfederal.org>

Sent:

Wednesday, July 12, 2017 9:41 AM

To:

Randy L. Ankeny

Subject:

Request

### Hi Randy

Would I be able to come over today to collect the documents to share with my finance team? Thanks

From: Marnie Thompson

Sent: Tuesday, July 11, 2017 4:14 PM

To: 'randya@lwsb.com' <randya@lwsb.com>

Subject: Nuvision FCU Leisure World

Importance: High

### Hi Randy

We want to renew our contract for another five years but we need a copy of the contract so that we can review, sign and return to you.

I can come over tomorrow to pick up the information if you let me know where exactly you are located in Leisure World.

Do you think I can get a draft or unsigned copy of the extension addendum?

Thank you very much.



### Marnie Thompson

Branch Sales Manager 2

P: 714.375.8275 F: 714.375.8558

mthompson@nuvisionfederal.org

C: 323-719-2864

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INTENTIONALLY



Golden Rain Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal

Beach

### **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

FINANCE COMMITTEE

SUBJECT:

NON-BUDGETED OPERATING FUNDS: LEASE OF NEW COLOR

KONICA COPIER / PRINTER

DATE:

JULY 17, 2017

CC:

FILE

At the regular scheduled meeting of the Finance Committee on July 17, 2017, the members discussed leasing a new Konica color copier / printer to meet the increasing demand to provide color copy services by the Distribution Center. The machine selected is the AccurioPress (BizHub) C2060 with a square back attachment. See Exhibit A. If approved, establishing a new lease agreement containing only the BizHub C2060 would be more economical than to add the new machine to the existing lease that expires in February 2019. The monthly amount for the new lease would be \$1,261 and \$15,132 on an annual basis.

A portion of the cost of the new machine would offset some of the outsourcing costs that can be performed in-house on the new machine. Additionally, many of the bulk jobs currently being performed on the smaller existing copiers, such as in Physical Properties and Administration can be directed to the new color copier that would result in a net reduction in usage costs.

The change in annual expenses resulting from the addition of the BizHub C2060, taking into consideration existing bulk print / copy jobs will be redirected from the smaller existing machines to the new BizHub C2060, results in a net savings as follows:

	Monthly	Annual
Current Contract Lease	2,047	24,564
Average monthly usage	3,233	38,796
Total Current Konica Charges	5,280	63,360
Current outsourcing costs	769	9,228
Total Konica plus outsourcing	6,049	72,588
Current Contract Lease + One	3,308	39,696
Average monthly usage	3,233	38,796
Adjusted savings with add'l copier	(761)	(9,126)
Adjusted Konica Charges with add'l copier	5,780	69,366

Net Change in Total Contracts	(269)	(3,222)
itet ondrige in rotal contracts	(200)	(4,222)

## MOTION:

I move to approve the lease of a new AccurioPress (BizHub) C2060 with square back attachment from Konica having monthly payments of \$1,261 or an annual expense of \$15,132 and to authorize the President to sign the lease agreement.

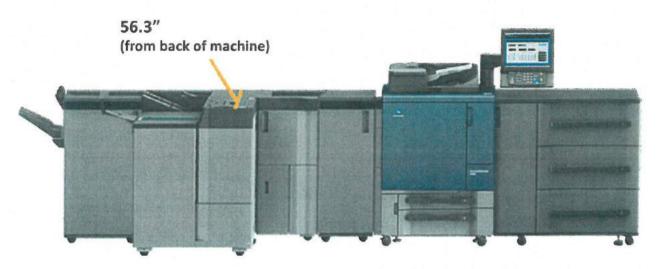


## AccurioPress C2060

Size(W x H x D) = 157.2" x 58.2" x 35.6"

Color: 60ppm B/W: 60ppm

Paper size: 5.5 x 8.5 to 13 x 19 Max.Paper capacity[80g/m]: 6130



### **Option List**

### Item

Finisher FS-532

Relay Unit RU-509

Saddle Stitcher SD-513

L Creaser Unit CR-101

L Folding Unit FD-504

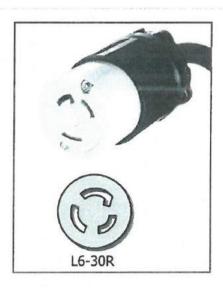
L Trimmer Unit TU-503

### Item

Dual Scan Document Feeder DF-706

Paper Feeder Unit PF-707

Image Controller IC-603A



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Golden Golden Rain Foundation

Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

FINANCE COMMITTEE

SUBJECT:

CDAR PURCHASE

DATE:

JULY 17, 2017

CC:

FILE

At the regular scheduled meeting of the Finance Committee on July 17, 2017, the members discussed the liquid funds held in various financial institutions and noted the balances in some of the financial institutions exceed the FDIC insurance limits and therefore are not in compliance with Policy 5520-31 – Reserves. When reviewing liquid funds, the committee took into consideration the additional liquidity gained from investment maturities in July as well.

Based on the amount of liquid reserve funds versus total reserve commitments, the committee passed a motion to recommend to the board to invest \$500,000 from the First Foundation Bank Money Market Reserve account and from proceeds of a maturing CDAR (Reserve funds) in a 52-week CDAR at an annual rate of .70% which will be fully insured by the FDIC. Remaining liquid reserve funds will be sufficient to fulfill current and future commitments.

### MOTION:

I move to continue the investment ladder by investing \$500,000 from the First Foundation Bank Money Market Reserve account and from proceeds of a maturing CDAR (Reserve funds) in a 52-week CDAR @ .70% which will be fully insured by the FDIC.

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Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

**GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS** 

FROM:

MUTUAL ADMINISTRATION COMMITTEE

SUBJECT:

AMEND POLICY 1201-33, PHOTO ID CARDS (TENTATIVE VOTE)

DATE:

JULY 11, 2017

At its meeting on April 11, 2017, the Mutual Administration Committee reviewed 1201-33, Photo ID Cards. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, as indicated in the attached draft policy.

Per Civil Code §4360, the amendment to Policy 1201-33, resulting from the Board Action of April 25, 2017, was not posted for 30 days in accordance with the code. Follow-up action is requested.

The policy, as amended by the Board on April 25, will be posted in compliance with the code per GRF's annual disclosure statement. Following the required comment period, the Board of Directors will make a final vote on this proposed operating policy change on September 26, 2017.

The agenda item is informational only.

### **COMMUNITY OPERATIONS**

### RESIDENT PARTICIPATION

## **AMEND**

### **Photo Identification Cards**

Photo identification cards will be issued by the Stock Transfer Office with authorization from the Stock Transfer Supervisor and/or the Executive Director. Photo identification cards are for the use of residents only. Use by anyone other than the members, co-occupants, renters to whom the identification card is issued is strictly prohibited. The ID card will be renewed every five (5) years, upon the surrender of the old ID card. Photo identification cards will be issued to the following persons:

- All members of the Golden Rain Foundation as shown in the stock records of the Stock Transfer Office.
- 2. Qualified Permanent Residents, as shown in the records of the Stock Transfer Office.
- Co-Occupants as described in Policy 1801, who reside with resident stockholders as shown in the records of the Stock Transfer Office. When the status of a Co-Occupant ceases, the photo identification card must be surrendered to the Stock Transfer Office.
- 4. All approved lessees of Mutual No. Seventeen.

Upon the sale of the unit or the demise of a member, co-occupant, renter, the photo identification card shall be surrendered to the Stock Transfer Office. If the ID card is not surrendered, a fee of \$500 will be assessed against the unit. When the Security Department retrieves a photo identification card, for whatever reason, it shall be surrendered to the Stock Transfer Office immediately.

For lost or stolen photo identification cards, members, co-occupants, renters may obtain a replacement card by:

- 1. Personally completing a "Certificate of Lost ID" form in the Stock Transfer Office.
- 2. Paying a \$20 fee for the first loss;
  - The Mutual Board of Directors will be notified when a card is lost a third or subsequent time within 24 months of the first loss;
  - b. The fee will be waived if member, co-occupant, renter produces a Police Report that can be verified by the Stock Transfer Office.

(JUL 14)

Page 1 of 2

### **COMMUNITY OPERATIONS**

### RESIDENT PARTICIPATION

## AMEND

**GOLDEN RAIN FOUNDATION** 

Seal Beach, California

## **Photo Identification Cards**

Waiving of fee or fees is at the sole discretion of the Finance Committee.

Policy

Adopted:

19 Sep 72 Amended: 19 Dec 72

Amended: 16 Apr 85

Amended: 19 Dec 89

Amended: 31 Jan 95 (Effective 2-1-95)

Amended: 20 Feb 01 Amended: 19 Nov 02

Amended: 22 Jul 14

Amended: 27 Dec 16

Amended:

(JUL 14)

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

PHYSICAL PROPERTY COMMITTEE (MW)

SUBJECT:

TRUST PROPERTY SEWER LINE CLEANING

DATE:

JUNE 21, 2017

CC:

FILE

The Trust property sewer cleaning is scheduled for December 2017. The cost for sewer cleaning in 2016 was \$26,450.16 with Empire Pipe Cleaning and Equipment. The Physical Property Department sent out a Request for Proposal (RFP) to six (6) contractors for a three-year contract for this task, and received three bids that were opened at the Physical Property Committee (PPC) meeting in April, and are as follows:

	year 1	year 2	year 3	total
Empire Pipe Cleaning and Equipment Inc.	\$ 30,140.88	\$ 30,140.88	\$ 30,140.88	\$ 90,422.64
United Storm Water Inc.	\$ 62,196.88	\$ 64,062.79	\$ 65,928.69	\$ 192,188.36
SOS Plumbing	\$101,494.80	\$129,032.80	\$101,494.80	\$ 332,022.40

At its June 30, 2017 meeting the Physical Property Committee reviwed the bids and bidders for this project, and unanimously moved to recommend to the GRF Board to award a three-year contract to Empire Pipe Cleaning and Equipment, for a cost not to exceed \$90,422.16 (proposal attached), for a three-year period, funding included in the 2017 Operating Budget and, if approved, funded in the 2018 and 2019 Operations Budget.

I move to award a contract to Empire Pipe Cleaning and Equipment, for a cost not to exceed \$90,422.16, for the three-year period, Budgeted Operational Funding, and authorize the President to sign the contract.



# Sealed Bid Submittal

### FOR

## SEWER MAINTENANCE - Leisure World Seal Beach

Golden Rain Foundation Community Facilities and Mutuals one through seventeen residential units In Leisure World Seal Beach

> Physical Property Department Clubhouse Five 1661-C Golden Rain Road Seal Beach, CA 90740

> > Proposals Due by: 4:00 pm Friday March 10 ,2017

# PROVIDED BY EMPIRE PIPE CLEANING AND EQUIPMENT INC.



www.empirepipecleaning.com 1788 N. Neville St. – Orange California 92865 Craig Van Thyne – Vice President E-mail address: <u>craig@empirepipecleaning.com</u>





Empire Pipe Cleaning and Equipment Inc.

# CONTRACTOR LICENSE NO. 363528 TYPE OF LICENSE C36, C42

## FORM OF PROPOSAL FOR SEWER MAINTENANCE OF COMMUNITY FACILITIES LEISURE WORLD - SEAL BEACH

Golden Rain Foundation P. O. Box 2069 Seal Beach, CA 90740

### Gentlemen:

The undersigned proposes to furnish all labor, material, and equipment as required for sewer maintenance at Leisure World - Seal Beach Community Facilities, as described in the Request for Proposal dated January 19, 2017.

PART ONE: GOLDEN RAIN FOUNDATION SEWER MAINTENANCE

TOTAL BID: \$ 90,422.64

NINCTY Thousand Feinhundred Twenty Two Dollars
(written in words) AND SISTY FOUR CENTS

YEAR ONE (2017): \$ 30, 140.68

YEAR TWO (2018): \$ 30, 140.88

YEAR THREE (2019): \$ 30, 140.88

DATE: 2/16/2017 Proposed By:

BY CRAIG UAN THINE

TITLE VICE- PRESIDENT

PHONE (714) 639-835)

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Golden Rain Foundation

Golden Rain Foundation Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

GRF BOARD OF DIRECTORS

FROM:

PHYSICAL PROPERTY COMMITTEE (MW)

SUBJECT: DATE: TRAILER FOR KUBOTA CAPITAL FUNDING JULY 17, 2017

CC:

FILE

The current hydraulic trailer (Asset 559) is used by the Recreation and Service Maintenance Departments and works adequately for transporting building materials, maintenance equipment, and large size furniture including pianos and office equipment. It was also considered sufficient in load capacity to transport the Kubota Backhoe from task to task. Due to the weight of the backhoe, the existing trailer's hydraulic lift is insufficient to lift the backhoe.

The staff obtained two quotes to purchase a trailer solely for the use with Kubota as follows:

Big Tex Trailers

\$2,693.74

Eberhard Equipment

\$3,017.00

At its June 30, 2017 meeting, the Physical Property Committee reviewed this request and unanimously moved to recommended the GRF Board approve the purchase of a trailer, from Capital funds, at a cost not to exceed \$2,693.74, from Big Tex Trailers.

At its July 17, 2017 meeting, the Finance Committee reviewed the request and unanimously approved the allocation of Capital funds.

I move to authorize the Executive Director to initiate the purchase of a trailer, per the quotation provided by Big Tex Trailers, for a cost not to exceed \$2,693.74, from Capital funds.



SALES . PARTS . SERVICE

Big Tex Trailer World Inc dba Big Tex Trailers - California 1425 East Cin Street Beauthorit California 92223 Phonie (951) 845-0965 Fax (951) 845-3696 www.bigtextrailerworld.com

## QUOTE

Quote #:				18				
Sold To:			_ ,		Date: Met	inesday, I	March 22,	2017
Address:			_	Contact Pa	rson			
Carv		-				F	hone	
	State:			Zi	p:		Cell:	
VIN#	Year	Mal	(e	1	Color	Statu	s New	
Model or Part#								
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e assume no responsi	bility if purchased without.					ub Total		
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				+		tion Fee	\$	20.00
				-		Title Fee	\$	20.00
		-		D	ocumenta	tion Fee	\$	45.00
= 17.5000				Fr	eight & A	sembly	\$1	20.00
	hours @	\$			Environm			7.00
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lesman:	HAILEY SMITH			-	Trade in			
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				Balanc	e Due on (	Total	\$2,6	93.74
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Golden Rain Foundation

Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

RECREATION COMMITTEE

SUBJECT:

NEW CLUB MORATORIUM, JULY 2017 TO JUNE, 30, 2018

DATE:

JULY 18, 2017

CC:

FILE

At the July 5, 2017 meeting of the Recreation Committee, the Committee reviewed concerns over the availability of Clubhouse space, and the proposed Clubhouse Revitalization Project, which would place greater constraints on limited space. Currently our Clubhouses support, over 270 Clubs, various Religious Organizations, Mutual Board Meetings and Events and GRF Meetings and Events.

The committee deliberated on the growing demands for space, and unanimously approved to recommend to the Board a moratorium on new Clubs from August 1, 2017 to June 30, 2018. This moratorium if approved would ease reservation burdens during the Clubhouse Revitalization Project, where each Clubhouse (CH6, CH3, CH2 and CH1) may be closed for six (6) to eight (8) weeks, for the replacement of interior component of the clubhouses.

I move to approve a Moratorium on all new Clubs for the period of August 1, 2017 to June 30, 2018.

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Golden Rain Foundation

Leisure World, Seal Beach

## **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

RECREATION COMMITTEE

SUBJECT:

EQUIPMENT REPLACEMENT, NON-BUDGETED EXPENDITURE REQUEST

(CC51 AND CC52), WOOD SHOP, BAND SAW

DATE:

JULY 19, 2017

CC:

FILE

At the July 5, 2017 meeting of the Recreation Committee, the Committee reviewed correspondence from the Woodshop Supervisor (attached) in reference to the age and condition of the band saws at Wood Shop 1 & 2. The Committee duly moved and approved to pull the existing band saws from operation and commence the required steps to secure non-budgeted funding, in accordance with Policy 5516-31, for the replacement of the two (2) band saws.

The Recreation Committee respectfully submitted to the Finance Committee, for consideration, non-budgeted funding, in an amount totaling \$4,000, (\$2,000 to CC51 and \$2,000 to CC52), for the required replacement of the band saws.

At the July 18, 2017 meeting of the Finance Committee, the Committee reviewed the request from the Recreation Committee and determined GRF is in a sound fiscal position, and duly moved to recommend to the Board approval of non-budgeted funds, in the amount of \$4,000, for the replacement of the band saws at CH1 and CH2.

## Action Requested

I move to approve the replacement of the Wood Shop band saws with a Jet JWSB-15, as recommended by the Wood Shop Supervisor's email of June 26, 2017, in an amount not to exceed \$4,000, non-budgeted operational funds, and authorize the Executive Director to initiate the required steps to remove and dispose the existing band saws, then purchase and install the new band saws.

### Attachement to Memo to Board, Wood Shop Band Saws

#### Correspondence: Band saws for LW woodshops

From: Jim Rotter [mailto:jim@rotter.us] Sent: Monday, June 26, 2017 8:57 AM

To: Leah Perrotti Forwarding Address < perrotti@aol.com>

Cc: Terry DeLeon < terryd@lwsb.com >; Joe Munday < munday colette@yahoo.com >;

Randy L. Ankeny < randya@lwsb.com>
Subject: Request for Purchase

Ref: Woodshop 1 & 2

The existing Delta 14" bandsaws in Woodshop 1 & 2 are at lest 25 years old and have to be frequently re-adjusted. The wheels are worn out and the tables slip out of alignment creating a safety hazard. In addition, the re-saw height is limited to 6" which is not enough capacity for many of our residents needs.

It is recommended that two new bandsaws, one for each Woodshop, be purchased to replace them. Woodshop 1 & 2 have collaborated and chosen the following Bandsaw.

Jet JWBS-15 15" Bandsaw

This 15" Bandsaw has a re-saw height of 14" and has plenty of power with a 1.75HP motor.

Both wood shops will require new ducting to connect the bandsaws into the existing dust extraction system.

Atth: 1

Sincerely,

Jim Rotter C: 775-815-9500 jim@rotter.us 13210 Southport Ln, Apt 169J Seal Beach, CA 90740







Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

RECREATION COMMITTEE

SUBJECT:

RV LOT-GRANDFATHERING IN CO-OPS

DATE:

JULY 18, 2017

CC:

FILE

The Recreation Committee reviewed a request by a Shareholder who has requested a variance to policy, allowing a co-occupant the use of the RV Lot. The requesting party has previously been allocated space within the RV Lot.

At its July 2, 2017 meeting, the Recreation Committee moved and approved to recommend to the Board a variance to policy, allowing the co-occupant to use of the RV Lot under a "grandfather" rule in leasing a space in the RV Lot.

I move to approve a onetime policy variance for use of the RV Lot by a CO – Occupant who has been previously leasing space in the RV Lot.

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Golden Golden Rain Foundation

Leisure World, Seal Beach

## **BOARD ACTION REQUEST**

TO:

**GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS** 

FROM:

RECREATION COMMITTEE

SUBJECT:

AMEND POLICY 1463-50, TABLE TENNIS RULES (TENTATIVE VOTE)

DATE:

JULY 5, 2017

At its meeting on July 5, 2017, the Recreation Committee reviewed Policy 1463-50, Table Tennis Rules. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy to revise the minimun age of guests from 18 years of age to 12 years of age. The Board of Directors will make a final vote on this proposed operating rule change on September 26, 2017, after consideration of comments made by members. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

I move to tentatively amend Policy 1463-50, to revise the minimum age of guests from 18 years of age to 12 years of age and post the proposed amendment for membership comment, in accordance with Civil Code §4360.

### **COMMUNITY OPERATIONS**

### **USE OF COMMUNITY FACILITIES**

### AMEND

### **Table Tennis Rules**

- 1. Players should consult their doctor or therapist before playing in order to avoid the inherent dangers of exercising and the risk of personal injury.
- 2. Players should consult their doctor or physical therapist regarding medical questions.
- 3. In order to avoid injury, players should perform appropriate warm-up and cool-down exercises when using the table tennis area.
- 4. When participants are waiting to play, a three-minute warm-up time will be observed.
- 5. Food or drinks are not permitted in the table tennis area.
- Malfunctioning or broken equipment must be reported to the Recreation Supervisor immediately.
- Players may not sit on the table tennis tables.
- 8. Tapping or striking the tables with paddles is not permitted.
- 9. Players must sign the attendance book prior to playing.
- 10. Athletic-type footwear must be worn in the Table Tennis area. Dress shoes, penny loafers, open-toed shoes, or similar footwear is not permitted.
- 11. When all of the tables are in use, players will call "table open" at the end of "best of three" games, or after practicing for 20 minutes, and relinquish the table to waiting players. Waiting players should place their paddles on the side of the table on which they wish to play.
- 12. To avoid collisions, players may not pass behind competitors until a point is concluded. Players will then call "let" so they may pass safely.
- When a ball from another table enters the playing area, players must immediately call "let" and stop play, and then gently throw the ball back. Kicking the ball back is considered discourteous and not permitted.
- Players should conduct themselves in a sportsman-like manner. Loud or offensive
   Page 1 of 2

## **COMMUNITY OPERATIONS**

## USE OF COMMUNITY FACILITIES

## AMEND

### **Table Tennis Rules**

language or behavior will not be tolerated.

15. Guests must be a minimum of 12 48 years of age to play and be accompanied by a resident of Seal Beach Leisure World.

Policy

Adopted: 17 Feb 04 Reviewed: 08 Feb 17 **GOLDEN RAIN FOUNDATION** 

Seal Beach, California

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Leisure World, Seal Beach

### **BOARD ACTION REQUEST**

TO:

**BOARD OF DIRECTORS** 

FROM:

SECURITY BUS & TRAFFIC COMMITTEE

SUBJECT:

COIN COUNTER REPLACEMENT

DATE:

JULY 17, 2017

CC:

FILE

At the July 12, 2017 meeting of the Security Bus and Traffic Committee, the Committee reviewed Staff's recommendation to replace the coin counter.

Annually, staff collects an estimated four (4) tons of coins from the Mutual laundry rooms and processes the coins for deposit on behalf of the Mutuals. The current coin counter, a De La Rue model 6800 has exceeded its useful life.

Replacement cost with a comparable unit is \$6,891.92, including taxes freight. This new model (Mach 6) also includes a printer which captures coinage processed.



### Mach™ 6 - Coin Sorter/Counter

The Mach™ 6 is a fast, accurate and versatile coin sorter, configurable for tabletop or higher volume applications requiring bagging capability. Perfect for medium-size bank branches, retailers, transportation authorities and small casino operations, the Mach™ 6 significantly reduces the time required by your staff to count, sort and package coin.

#### Specifications

DIMENSIONS

425 x 552 x 288mm

WEIGHT

21,4kg

SPEED

3000 coins per minute © 18mm

SORTING CAPABILITY

Up to 8 different denominations

6930042 SUB TOTAL:	gm			\$6,424.00
Freight	KFreight			\$275.00
Installation	Installation		P	\$300.00
Installation and Freight				
Product Sub Total:		and the second		\$5,849.00
Machine Stand for Bagging (Open, no locking bag	7572070		1	\$776.00
Inspection Pan Magnet Kit, Mach & Series	0036887	P	1	\$120.00
CUL Printer with manual tear	0034695	~	1	\$599.00
Single Coin Bagging Kit included bagging	0034680	r	6	\$354.00
Optional Items				
Unit Sub Total:				\$4,000.00
Power Cord	0034691		1	\$0.00
Mach 6 w/MISC Control, EBS, RS232, USB	6930042		1	\$4,000.00
Description	Model#		Oty	Total Sel

Plus tax of \$467.92 for a total of \$6,891.92

The Committee unanimously moved and approved to recommend to the Board the replacement of the coin counter, pending Finance Committee review of available funds.

At the July 17, 2017 meeting of the Finance Committee, the Committee reviewed the funding request and determined the coin counter is a GRF asset, qualifying under Policy 5520-31 for replacement under Reserve funding. The Committee unanimously moved and approved to recommend to the Board that sufficient Reserve Funds are present to replace this asset.

I move to approve the replacement of the Trust Asset identified as the coin counter, in an amount not to exceed \$6,891.92, and authorize the Executive Director to initiate the purchase.

Golden Rain Foundation Foundation

Leisure World, Seal Beach

## **BOARD ACTION REQUEST**

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

SECURITY, BUS & TRAFFIC COMMITTEE

SUBJECT:

AMEND POLICY 1927.01-37, FEES (FINES) FOR PARKING RULES

VIOLATIONS ON TRUST PROPERTY (FINAL VOTE)

DATE:

JULY 25, 2017

At its meeting on May 3, 2017, the Security, Bus & Traffic (SBT) Committee reviewed Policy 1927.01-37, Fees (Fines) for Parking Rules Violations on Trust Property. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy to include proposed fee (fines) changes.

At its meeting of May 23, 2017, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the June 22<sup>nd</sup> edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No items of correspondence was received.

I move to ratify Policy 1927.01-37, Fees (Fines) for Parking Rules Violations on Trust Property, to include proposed fee (fines) changes.

## AMEND

### VEHICLE PARKING POLICY

### FEES (FINES) FOR PARKING RULES VIOLATIONS ON TRUST PROPERTY

The following Parking Rules Violations Fees (Fines) are strictly enforced and are applicable to all persons controlling or operating vehicles on any TRUST PROPERTY regulated by the Golden Rain Foundation (GRF) of Seal Beach. This refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

Per the Occupancy Agreements for Mutuals 1-12, 14-16 and Mutual 17 CCRs: all Shareholder/Members are solely responsible for the actions of their guests and employees, therefore they are solely responsible for the fines and penalties incurred by their guests or employees.

GRF vehicles are exempted from these policies when appropriate, such as maintenance or security vehicles assisting first responders or providing emergency services to a Shareholder/member unit or GRF TRUST PROPERTY.

### 1. FINES FOR PARKING VIOLATIONS

Fee explanations for Fine table below:

1.1 Any animal or child left unattended in a vehicle will be reported immediately to Animal Control or Seal Beach Police.

### 1.2 First Offense

The first offense may result in either a Fix-It citation, a Warning, a Fine or the vehicle being towed. See table below.

A Fix-It citation allows 30 days for resolving the problem.

The fine may be waived by the PRV Panel.

- 1.3 Additional citations may be issued after each 24-hour period.
- 1.4 After the fourth RV or VUFR violation all RV or VUFR parking privileges are suspended for twelve (12) months beginning with the date of the fourth infraction.

## **AMEND**

### VEHICLE PARKING POLICY

## FEES (FINES) FOR PARKING RULES VIOLATIONS ON TRUST PROPERTY

	Violation	1st	2nd and Subsequent
1.	Assigned Parking Space or restricted parking Space.	Warning25.00	20.00-25.00
2.	Blocking Crosswalk	25.00	25.00
3.	Expired or Invalid State Vehicle Registration*	Fix-It-50.00	50.00
4.	Flat Tires	Fix-It	25.00
5.	"For Sale" sign on Vehicle	Warning 20.00	20.00
6.	Handicap Parking without Placard or Handicap ID Displayed	100.00*	200.00
7.	Hazardous Materials Leaking	50.00	50.00
8.	Limited Time Parking	Warning 20.00	20.00
9.	Maintenance or Repair	Warning 25.00	25.00
10.	No Valid GRF Vehicle Decal or Parking Permit Displayed	Warning-20.00	20.00
11.	Parked on Sidewalk or Grass	25.00	25.00
12.	RED ZONE: Bus Stop	25.00	25.00
13.	RED ZONE: Fire Hydrant	Towed-100.00	Towed-200.00
14.	RED ZONE: Mail Box	25.00	25.00
15.	RV or VUFR - Generator Running 8pm - 8am	Warning	50.00
16.	RV or VUFR - Jack Support: None or Inadequate	50.00	50.00
17.	RV or VUFR Parked Over 72 (Seventy-Two) 48 Hours on TRUST STREET	Warning40.00	40.00
18.	Washing any vehicle on Trust Property (except Car Wash areas)	Warning20.00	20.00
19.	Washing a Non-resident Vehicle at Car Wash	Warning20.00	20.00

<sup>\*</sup> Fine will be waived on first offense if placard and/or paperwork is presented that was current at time of Citation is presented. The Security Services Director has the right to waive the first offence fine if needed paperwork is presented to them.

EFFECTIVE DATE: January 1, 2017

Adopt:

27 Dec 16

Golden Rain Foundation Seal Beach, CA