



---

## Board of Directors

---

### Agenda

Clubhouse Four

Tuesday, September 26, 2017

10:00 a.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)
8. Approval of Minutes
  - a. August 22, 2017 (pp. 3-24)
  - b. August 31, 2017 (Special) (pp. 25-30)
9. Reports
  - a. Los Alamitos Medical Center Advisory Report
  - b. Management Services Review Ad hoc Report
10. New Business
  - a. General
    - i. Mutual Administration Committee Member Appointment (Ms. Stone, pp. 31-32)
  - b. Architectural Design and Review Committee
    - i. Capital Funding – Topiary Area (Ms. Fekjar, pp. 33-34)
    - ii. Trust Property – Naming (Mr. Gould, pp. 35-36)

- c. Executive Committee
  - i. Approve Election Services Contract (Mrs. Reed, pp. 37-58)
  - ii. Approve Expedited Hiring of Full Time Staff in Security Department (Mrs. Perrotti, pp. 59-60)
  - iii. Amend Policy 1220-30, Resident Specialists (Mrs. Damoci, pp. 61-62)
- d. Finance Committee
  - i. Accept August 2017 Financial Statements (Ms. Winkler, pp. 63-70)
  - ii. Approve CDAR Purchase (Ms. Hopewell, pp. 71-72)
  - iii. Acceptance of the 2018 GRF Operating Budget (Mr. Lukoff, pp. 73-76)
  - iv. Approve NuVision Lease (Ms. Rapp, pp. 77-90)
  - v. Amend On-Site Sales Lease (Ms. Snowden, pp. 91-94)
  - vi. Approve NSBN Engagement Letter (Mr. Stone, pp. 95-96)
- e. Mutual Administration Committee
  - i. Reserve Funding, Unscheduled – Mutual Administration Recording Secretaries Work Station Replacement (Ms. Hopewell, pp. 97-100)
  - ii. **FINAL VOTE:** Amend Policy 1201-33, Photo ID Cards (Mr. Stone, pp. 101-104)
  - iii. Amend Policy 5165-MAC, Mutual Administration Committee (Mr. Moore, pp. 105-108)
  - iv. Rescind Policy 7720, Distribution Services (Ms. Heinrichs, pp. 109-110)
  - v. Rescind Policy 7740, Messenger Service (Mr. Dodero, pp. 111-112)
- f. Recreation Committee
  - i. Amend Policies:
    - 1. 1411-50, Recreational Facilities (Ms. Fekar, pp. 113-120)
    - 2. 1431-50, Liability Insurance-Clubs (Mr. Pratt, pp. 121-124)
    - 3. 1710-50, Adult Education (Mr. Crossley, pp. 125-126)
    - 4. 5135-50, Recreation Committee (Mrs. Perrotti, pp. 127-129)

## 11. Staff Reports

- a. Director of Finance's Report – Ms. Miller
- b. Executive Director's Report – Mr. Ankeny

## 12. Board Member Comments

13. Next Meeting: **October 24, 2017, 10:00 a.m., Clubhouse Four/Adjournment**

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 July and August 2017 Committee meetings:

- Minutes of the Strategic Planning Ad hoc Committee Board Meeting of July 28, 2017
- Minutes of the Community Access Ad hoc Committee Board Meeting of August 1, 2017
- Minutes of the Recreation Committee Board Meeting of August 2, 2017
- Minutes of the Physical Properties Committee Board Meeting of August 7, 2017
- Minutes of the Security, Bus & Traffic Committee Board Meeting of August 9, 2017
- Minutes of the Executive Committee Board Meeting of August 11, 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.

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY





**BOARD OF DIRECTORS MEETING MINUTES  
GOLDEN RAIN FOUNDATION  
August 22, 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 10:00 a.m., on Tuesday, August 22, 2017, in Clubhouse Four.

**PLEDGE OF ALLEGIANCE**

Susan Dodson, President of the Table Tennis Club, led the Pledge of Allegiance.

**ROLL CALL**

Following the roll call, Corporate Secretary reported that Directors L. Perrotti, R. Stone (left at 10:59 a.m. and returned at 11:01 a.m.; left at 12:24 p.m. and returned at 12:25 p.), Snowden, Pratt, L. Stone, Reed, Gould, Hopewell, Rapp, McGuigan, Doderio, Winkler, Heinrichs, Damoci, Fekjar, and Moore were present. Director Lukoff was absent.

Sixteen Directors were present, with a quorum of nine.

**PRESIDENTS COMMENTS**

Our next meeting will be later this month on August 31<sup>st</sup> for the Special Board of Directors Meeting for the election of the Mutual 15 GRF Representative.

Also at the August 31<sup>st</sup>, Special Board of Directors meeting I will be asking the Board to approve the concept of celebrating November as "National Gratitude Month". Please keep an eye on the LW Weekly for announcements.

Gratitude is more than simply saying "thank you." Gratitude's amazing powers have the ability to shift us from focusing on the negative to appreciating what is positive in our lives. Everything in our lives can improve when we are grateful.

December's Board Meeting will be changed from the 26<sup>th</sup> to the 19<sup>th</sup> and will be held in the evening at 6 pm, Clubhouse Four.

I would like to take this time to welcome our newest member to GRF...Nancy Ray, Stock Transfer Supervisor. Nancy joined GRF right in middle of the remodeling of the Stock Transfer Office. The remodeling is scheduled to be completed the weekend of September 7<sup>th</sup>. Be sure to check it out on September 9<sup>th</sup>.

I hope that everyone has visited the new Copy and Supply Center located downstairs in Bldg. 5 and taken a look at the state of art copy machine. Color copies are now available at a modest cost.

Also coming is the relocation of the Recreation Department to downstairs next to the Security Annex. I believe this project has already begun.

I know that everyone is enjoying the Amphitheater Season. We only have 4 more shows. Boy how time flies. This Thursday will feature a Rod Stewart Tribute which promises to be another exciting show. Friday night marks the end of the summer Movie shows with Deep Water Horizon. Special thanks to Terry, Tommy and Kathy and the Recreation Committee for the wide array of activities this year.

I want to remind the audience that when we have shareholder comments we, the Board are not allowed to answer or engage in dialogue. But rest assured that all comments are taken into consideration and that we do hear you.

That's all folks, let's get down to the business at hand.

### **ANNOUNCEMENTS/ SERVICE AWARD PRESENTATIONS**

The GRF Board of Directors met for an Executive Session meeting on August 4, 2017.

### **SERVICE ANNIVERSARIES**

Four employees were recognized with service awards.

Diane Schultze	Finance Department	5 years
Jenny Lingenfelter	Security Department	5 years
Robert Nie	Fleet Department	20 years
Felix Rac	Service Maintenance Department	25 years

### **SEAL BEACH MAYOR'S REPORT**

The Mayor of Seal Beach provided an update of the City of Seal Beach Council 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 before 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. ([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

Twelve shareholder/members offered comments.

### **CONSENT CALENDAR – APPROVAL OF BOARD COMMITTEE MEETING MINUTES**

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 Committee meetings:

- Minutes of the Strategic Planning Ad hoc Committee Board Meeting of May 2, 2017
- Minutes of the Special Strategic Planning Ad hoc Committee Board Meeting of May 11, 2017
- Minutes of the Strategic Planning Ad hoc Committee Board Meeting of May 31, 2017
- Minutes of the Physical Properties Committee Board Meeting of June 30, 2017
- Minutes of the Recreation Committee Board Meeting of July 5, 2017
- Minutes of the Security, Bus & Traffic Committee Board Meeting of July 12, 2017
- Minutes of the Finance Committee Board Meeting of July 17, 2017

### **APPROVAL OF BOARD MEETING MINUTES**

The minutes of the July 25, 2017 meeting were approved, by general consent of the Board, as distributed.

### **NEW BUSINESS**

#### **General**

#### **Establishment and Appointment of Members of New Ad hoc Committee – Management Services Review**

Due to the expressed increase of services requested by the Mutual Corporations, there is a clear and present need to establish an Ad hoc Committee to identify, review and evaluate management services, per terms and conditions of the Management Agreement, provided to the Mutuals. The Committee will report to the Golden Rain Foundation (GRF) Board of Directors (BOD).

#### **Ad hoc Committees:**

- Ad hoc committees are temporary committees established by the BOD to address a specific issue.*
- Ad hoc committees created for a specific purpose continue to exist until the duty assigned to them is accomplished. For example, a committee preparing recommendations for redecorating the lobbies would continue its work despite the election of a new board.*
- Once an assigned project has been completed, the committee automatically dissolves unless the board assigns additional projects to the committee.*
- Ad hoc committees have no power to make decisions.*

General function and requirement of the proposed Ad hoc Committee:



- The Committee will report to the Board of Directors at each monthly Board meeting, as requested.
- The Committee's function is solely advisory on its assigned topic.

At the end of the Committee's review, a final report will be given to the Board and the Committee will automatically dissolve. When the Board is given the final report, the Board will then determine what further steps are to be taken, if any.

The Management Services Review Ad hoc Committee will review potential areas related to the following GRF Standing Committees: Physical Property (including Service Maintenance), Mutual Administration, Executive, Communications, Recreation, Finance Committee, Security, Bus & Traffic.

Ms. Stone MOVED, seconded by Ms. Hopewell -

Pursuant to state statute (Corp. Code §7210; Corp. Code §7212(c)) and Article VII of the Bylaws of the Golden Rain Foundation, I MOVE to approve and thereby establish the Management Services Review Ad hoc Committee and grant to the Ad hoc Committee limited authority specifically stated within the GRF governing documents, and policies or other authority as granted by the BOD or as stated within this policy.

The motion was carried with one no vote (R. Stone).

Ms. Stone MOVED, seconded by Mr. McGuigan-

In accordance with Article VIII of the Bylaws, the Ad hoc Committee chair and members shall be appointed by the GRF President and approved by action of the BOD, in accordance with policy 5100-30. I MOVE to approve the appointment of: Kathy Rapp – Chair, Carole Damoci, Wayne Gould, Susan Hopewell, Barry Lukoff, Steve McGuigan and Ronde Winkler.

The motion was carried unanimously by the Board members present.

Dissolution of Ad hoc Committee – Community Access

In August 2016, the Community Access Ad hoc Committee was established by the Golden Rain Foundation (GRF) Board of Directors (BOD).

The Ad hoc Committee spent nearly one year examining various entrance strategies including electronic systems, regulation of passes, vehicle decals, and identification cards, culminating in the replacement of the over 7,000 resident's ID Cards, accomplished within one week, a rigorous achievement aided by a volunteer staff of approximately 120.

On behalf of the Golden Rain Foundation Board of Directors, I join the Board in thanking the Community Access Ad hoc Committee for undertaking a task not attempted in the last 20 years.

In 2016-17, the Committee was chaired by Kathy Rapp and members included Barry Lukoff, Steve McGuigan, Leah Perrotti, Paul Pratt, Joy Reed and Linda Stone and advisory members Lee Melody and Sandra Luther-Stark.

In 2016-17, the Committee was chaired by Carole Damoci and members included Tony Dodero, Wayne Gould, Paul Pratt, Kathy Rapp, Dick Stone and Ronde Winkler.

Ms. Rapp read the Community Access Ad hoc Committee's final report.

Ms. Stone MOVED, seconded by Mrs. Damoci -

**TO** accept the Community Access Ad hoc Committee's report and  
formally recognize the dissolution of the Committee.

One Board member spoke on the motion.

The motion was carried unanimously by the Board members present.

**Executive Committee**

Amend Policy 5155-30, Plan Investment Administrative Committee

At its meeting on August 11, 2017, the Executive Committee reviewed 5155-31, Plan Investment Administrative Sub-committee. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, changing the committee responsible for screening matters pertaining to the Employees' Retirement Plan, other than investment options, to the Executive Committee; amending the cost center associated with the policy to -30; and updating staff titles mentioned in the policy.

Mr. Lukoff MOVED, seconded by Ms. Snowden and carried unanimously by the Board members present-

**TO** recommend the GRF BOD amend policy 5155-30, Employees'



Retirement Plan Investment Administrative Sub-committee, as presented.

Rescind Policy 5518-30, Contract Procedures

At its meeting on August 11, 2017, the Executive Committee reviewed 5518-30, Contract Procedures and determined that it is a procedure, rather than a policy. The Committee recommended the Golden Rain Foundation Board of Directors rescind the policy.

Mrs. Damoci MOVED, seconded by Ms. Winkler and carried unanimously by the Board members present-

**TO** recommend the GRF BOD rescind Policy 5518-30, Contract Procedures.

Operating Funds, Non-budgeted – Additional Inspector

At the Presidents' Council meeting on Friday, August 3, a request was made for the Golden Rain Foundation (GRF) to provide services from the Building Inspector staff to keep up with the increased Mutual property inspector service. The Mutual Presidents agreed that the current staffing levels are not adequate to support the plans the Mutuals have for upcoming projects.

The unbudgeted expense from September through the end of 2017 for this addition is approximately \$27,200, per year, including benefits and taxes.

<u>Base Wage -</u>		<u>Taxes &amp; Workers</u>	<u>Total Cost -</u>	<u>Cost Per</u>	
<u>Annual</u>	<u>Benefits</u>	<u>Comp</u>	<u>Annual</u>	<u>Month</u>	<u>4 Month Cost</u>
\$ 61,776.00	\$ 4,942.08	\$ 14,826.24	\$ 81,544.32	\$ 6,795.36	\$ 27,181.44

At the Executive Committee meeting on Friday, August 11, the Committee members present unanimously moved to recommend the Finance Committee review the request and forward to the GRF Board of Directors for approval.

At the Finance Committee meeting on Monday, August 14, the Committee determined that sufficient funds exist within the Operating budget for this request.

Ms. Rapp MOVED, seconded by Ms. Hopewell and carried unanimously by the Board members present-

**TO** approve to add one FTE, Building Inspector Position, to Cost Center 70, beginning in September of 2017, non-budgeted operational expenses, and incorporate this additional FTE within the

2018 budget.

Nine Board members and the Executive Director spoke on the motion.

The motion was carried with three no votes (McGuigan, Pratt, Snowden).

## **Finance Committee**

### Accept July 2017 Finance Statements

At the regular meeting of the Finance Committee on August 14, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the July Financial Statements for audit.

Mrs. Damoci MOVED, seconded by Ms. Fekjar and carried unanimously by the Board members present –

**TO** accept the July 2017 Financial Statements for audit.

### Amend Policy 2230-31, Authorized Signatories

At its meeting on August 14, 2017, the Finance Committee reviewed Policy 2230-31, Authorized Signatories. The Committee recommended the Golden Rain Foundation Board of Directors rescind the policy; it is a procedure, expressing specific methods employed by staff to implement GRF policy.

Ms. Hopewell MOVED, seconded by Mr. Gould and carried unanimously by the Board members present –

**TO** recommend the GRF BOD amend Policy 2230-31, Authorized Signatories, as presented.

### Amend Policy 5516-31, Committee Non-budgeted Expenses

At its meeting on August 14, 2017, the Finance Committee reviewed Policy Committee Non-budgeted Expenses. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, clarifying terminology and reiterating that Ad hoc and Sub-committees have no budgetary approval authority.

Mr. McGuigan MOVED, seconded by Ms. Rapp and carried unanimously by the Board members present –

**TO** recommend the GRF BOD amend Policy 5516-31, Committee Non-budgeted Expenses, as presented.

**TENTATIVE VOTE: Amend Policy 5523-31, Accounts Receivable Collections**

At its meeting on August 14, 2017, the Finance Committee reviewed Policy 5523-31, Accounts Receivable Collections. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, incorporating procedural changes, updating staff and amending the return check fee from \$5 to \$25.

Ms. Rapp MOVED, seconded by Ms. Fekjar and carried unanimously by the Board members present –

**TO** recommend the GRF BOD amend Policy 5523-31, Accounts Receivable Collections, as presented.

Mr. McGuigan MOVED, seconded by Mrs. Damoci and carried unanimously by the Board members present –

**TO** post tentatively for 30 days for comment by the membership. The Board of Directors will make a final vote on this proposed operating rule change on October 24, 2017, after consideration of comments made by members. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

The amended main motion was carried unanimously by the Board members present.

**Rescind Policy 3321.01-31, Basic Purchasing Responsibility**

At its meeting on August 14, 2017, the Finance Committee reviewed Policy 3321.01-Basic Purchasing Responsibility. The Committee recommended the Golden Rain Foundation Board of Directors rescind the policy; it is a procedure, expressing specific methods employed by staff to implement GRF policy.

Ms. Snowden MOVED, seconded by Mrs. Damoci and carried unanimously by the Board members present –

**TO** recommend the GRF BOD rescind Policy 3321.01-31, Basic Purchasing Responsibility, as presented.

**Rescind Policy 5330-31, Capital Project Initiation**

At its meeting on August 14, 2017, the Finance Committee reviewed Policy 5330-31, Capital Project Initiation. The Committee recommended the Golden Rain Foundation Board of Directors rescind the policy; it is a procedure, expressing specific methods employed by staff to implement

GRF policy.

Ms. Winkler MOVED, seconded by Ms. Rapp–

**TO** recommend the GRF BOD rescind Policy 5330-31, Capital  
Project Initiation, as presented.

Two Board members spoke on the motion.

The motion was carried unanimously by the Board members present.

### CDAR Purchase

At the regular scheduled meeting of the Finance Committee on August 14, 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 August, 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.

Ms. Hopewell MOVED, seconded by Mr. Gould –

**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.

One Director and the Director of Finance spoke on the motion.

The motion was carried unanimously by the Board members present.

### **Mutual Administration Committee**

#### Reserve Funding, Unscheduled – Replacement of Trifold Machine

At the August 8, 2017 meeting of the Mutual Administration Committee, the Committee reviewed staff's request to replace the Copy Centers Trifold machine due to age (over 15 years old), condition and non-availability of replacement parts.

A suitable replacement has been identified, the Duplo DF-755, which offers a balance between durability and expense - \$2,700 (including tax, shipping is free).

At the August 14, 2017 Finance Committee meeting, the Committee moved and approved Non-Scheduled Reserve Funding, in accordance with Policy 5520-31, in the amount of \$2,700.

Mrs. Reed MOVED, seconded by Mr. McGuigan and carried unanimously by the Board members present-

TO approve the replacement of the Trust asset, identified as the  
Copy Center's Trifold Machine in accordance with Policy 5520-31,  
Reserve funding, totaling \$2,700, and authorize the Executive  
Director to initiate the purchase.

### Physical Property Committee

#### Reserve Funding – Clubhouse Six Revitalization

As requested by the Strategic Planning Ad Hoc Committee, the GRF Board, at the July 25, 2017 meeting, approved the allocation of Reserve Funds, in the amount of \$1,000,000, for the sole purpose of revitalization of Trust Property. Clubhouse Six will be the first of the Clubhouses to receive attention.

The Physical Properties Department requested bids for interior and exterior paint and refinishing of existing wood floors on the first floor of Clubhouse Six. At its regular scheduled meeting on August 7, 2017, the Physical Property Committee reviewed the bids and scope of work. The bids to provide these services are as follows:

<b>FLOOR REFINISHING</b>	
Cornerstone Floors	\$45,400
Kary's Carpet	\$22,680
<b>PAINT EXTERIOR</b>	
Hutton Painting	\$21,000
CertaPro Painters	\$20,500
<b>PAINT INTERIOR</b>	
Hutton Painting	\$19,000
CertaPro Painters	\$10,500

The Physical Property Committee unanimously recommended the Board award contracts to CertaPro Painters to paint the interior and exterior of Clubhouse Six, at a cost of \$31,000 and \$2,000 for contingencies, at a total cost not to exceed \$33,000, and to Kary's Carpet to refinish the existing wood floor on the first floor of Clubhouse Six, at a cost not to exceed \$22,680.

Ms. Rapp MOVED, seconded by Ms. Hopewell-



**TO** award contracts to CertaPro Painters, to paint the interior and exterior of Clubhouse Six, at a cost of \$31,000 and \$2,000 for contingencies, at a total cost not to exceed \$33,000, and to Kary's Carpet to refinish the existing wood floor on the first floor of Clubhouse Six, at a cost not to exceed \$22,680, Reserves funding, and authorize the GRF President sign the contract.

Mrs. Damoci MOVED, seconded by Ms. Snowden and carried unanimously by the Board members present-

**TO** exclude the Mural area in Clubhouse Six from painting until the Art League presents a proposal to update the Mural.

Two Board members and the Executive Director spoke on the amended main motion.

The amended main motion was carried unanimously by the Board members present.

#### Reserve Funds Request – Clubhouse Three/Room Nine Roof

At its August 7, 2017 meeting, the Physical Property Committee reviewed quotes obtained by the the Physical Properties Department for replacement of the section of a low-slope roof, beyond repair and in need of replacement, over Room Nine in Clubhouse Three. The quotes are as follows: Jordan Roofing - \$8,200 and Roofing Standards - 8,600.

The Physical Property Committee unanimously agreed to recommend the Board award a contract to Jordan Roofing, for \$8,200, to remove and replace the roof over Room Nine in Clubhouse Three, and \$6,800 in contingencies for possible dry rot repair, for a total cost not to exceed \$15,000, following the Reserve Funding review by the Finance Committee.

At its August 14, 2017 meeting, the Finance Committee reviewed existing Reserve funds and determined sufficient funds are available for this project.

Ms. Fekjar MOVED, seconded by Ms. Hopewell-

**TO** award a contract to Jordan Roofing, for \$8,200 to remove and replace the roof over Room Nine in Clubhouse Three, and \$6,800 in contingencies for possible dry rot repair, for a total cost not to

exceed \$15,000, Reserve funds, and authorize the President to sign the contract.

Six Board members and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

At the request of Board Director Snowden, the Executive Director's memo regarding contingency funding is included in the minutes.

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** RANDY ANKENY, EXECUTIVE DIRECTOR  
**SUBJECT:** CONTINGENCY FUNDING  
**DATE:** AUGUST 16, 2017  
**CC:** FILE

A few questions have been poised on contingency funding, including, but not limited to:

- Why do we have contingencies?
- Why do amounts vary?

Although every effort is made to have detailed Request for Proposals, one aspect that can't be covered, without extensive destructive testing is anything that is covered, hidden or unexpected. This could be: condition of the wood under the roofing system, dry rot hidden under years of paint, soil conditions under the asphalt, and what is buried and hidden under the ground.

Contingency funding is requested as preapproved funds set aside under due review and diligence to cover unexpected costs during the project process. This money is on reserve and not allocated to one area of the work and simply "insurance" against other costs

Contingency amounts are determined by the possibilities given the scope of work, examples:

Roof Replacements – a high contingency is established due to the age of our roofs and the high possibility that roof sheeting and substructure may have been compromised through wet or dry rot to termite damage, then we must also take into consideration building code changes. If the sub system is intact, the new roofing system can be placed directly over the sub roof. The new roofing system must meet current codes. Now if the sub roof requires replacement, depending on the extent of the replacement, new code requirements may have to be complied with necessitating additional expense.

Street Replacements – a high contingency is established due to the age of the streets and possible compromise to the underlying supportive soil system. Here we could have done some core sample to have a better understanding of sub soil condition, however, a 4" core in one section of street surface may not reflect the overall condition of the sub surface. Based upon experience with our streets, we have set a high contingency to cover possibilities of poor sub surface and compaction.

Painting – a medium contingency is set for painting over wood services as due to the age of our buildings, some form of wood deterioration may exist. A low contingency is set for stucco surfaces.

A seven minute break was called by the President at 11:30 a.m.; the meeting resumed at 11:37 a.m.

Reserve Funding – Clubhouse Three Ceiling Abatement

At its August 7, 2017 meeting, the Physical Property Committee reviewed quotes obtained by the the Physical Properties Department for asbestos abatement of the acoustic ceiling in Clubhouse Three (note: Rooms Two and Three have been previously abated). The quotes are as follows: American Technologies - \$56,975 and Pacific Environmental and Abatement Solutions - \$37,723

The Committee unanimously agreed to recommend the Board award a contract to Pacific Environmental and Abatement Solutions, at a cost of \$37,723 and \$ 2,500 for contingencies, for a total cost not to exceed \$40,223, using Reserve funds from the Clubhouse Revitalization Project.

Mr. Pratt MOVED, seconded by Ms. Rapp-

**TO** award a contract to Pacific Environmental and Abatement Solutions, at a cost of \$37,723 and \$2,500 for contingencies, for a total cost not to exceed \$40,223, using funds from the Clubhouse Revitalization Project (Reserves), and authorize the President to sign the contract.

One Board Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Reserve Funding – Main Gate Landscaping

At the August 7, 2017 meeting of the Physical Property Committee, the Committee unanimously approved to forward a request to the GRF Board for the replacement of the landscape and hardscape at the Main Gate, per plans approved by the ADRC (attached) and conceptually approved by the Board at its May 23, 2017 meeting, and award contracts to John's Landscaping, in the amount of \$89,007 (landscape and irrigation) and to MJ Jurado (demolition and hardscape), in the amount of \$18,000, with a recommended contingency fund of \$17,993. The total budget was attached in the agenda packet.

Mr. Stone MOVED, seconded by Mrs. Damoci-

**TO** approve contracts with John's Landscaping, in the amount of

\$89,007 and to MJ Jurado, in the amount of \$18,000, for the replacement of the landscape and hardscape at the Main Gate, Reserve funding and authorize the President to sign the applicable documents. I further move to approve a contingency fund, in the amount of \$17,993, and authorize the Chairperson of the Physical Properties Committee to review and approve any expenses from the approved contingency fund.

Four Directors and the Executive Director spoke on the motion.

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

#### Reserve Funding – Replacement of Golf Course Bridge Hand Railing

At its regular scheduled meeting on August 7, 2017, the Physical Property Committee reviewed the condition of the railing and the bids to replace it. The Committee unanimously agreed to forward a request to the Board, after funding review by the Finance Committee, to award a contract to M.J. Jurado to remove and replace existing hand rails at the Golf Course bridge, at a cost not to exceed \$7,865, Reserve funding.

At its August 14, 2017 meeting, the Finance Committee reviewed existing Reserve funds and determined sufficient funds are available for this project.

Mr. Dodero MOVED, seconded by Ms. Snowden –

**TO** award a contract to M.J. Jurado to remove and replace existing hand rails at the Golf Course bridge, at a cost not to exceed \$7,865, Reserve funding, and authorize the President sign the contract.

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

#### Reserve Funding – Painting of Gate Buildings

It was requested at the June 30, 2017 Physical Property Committee meeting to seek quotes for painting St. Andrews and North Gate's Buildings. The Physical Properties Department obtained the following quotes: Advance Custom Painting - \$1,875 and Hutton Painting - \$5,200.

At its August 7, 2017 meeting, the Physical Property Committee unanimously agreed to award a

contract to Advance Custom Painting, at a cost of \$1,875 and to include \$1,000 in contingencies, for a total cost not to exceed \$2,875, and forward a request to the GRF Board, after review by the Finance Committee, for possible Reserve funding.

At its August 14, 2017 meeting, the Finance Committee reviewed existing Reserve funds and determined sufficient funds are available for this project.

Mrs. Damoci MOVED, seconded by Ms. Winkler-

**TO** award a contract to Advance Custom Painting to paint St. Andrews and North Gate's Buildings, at a cost of \$1,875 and include \$1,000 in contingencies, for a total cost not to exceed \$2,875, Reserve funding, and authorize the President to sign the contract.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

#### Reserve Funding – Design Services Pool Area Replacement

At the August 7, 2017 meeting of the Physical Properties Committee, the Committee duly moved and approved to recommend to the Board commencement of steps required to seek and secure proposals for the drafting of a conceptual plan to replace/enhance or modify the collective components of the Trust Asset identified as the pool area, for possible replacement in 2022, in accordance with general Trust Property assets replacement guidelines, as recommended by the Strategic Planning Ad Hoc Committee.

At its August 14, 2017 meeting, the Finance Committee reviewed existing Capital funds and determined sufficient funds are available for this project, not to exceed \$25,000.

Ms. Rapp MOVED, seconded by Mr. Moore-

**TO** authorize the Recreation Committee, Physical Properties Committee and ADRC to work collectively, within assigned areas of responsibility, to seek and secure proposals for the drafting of a conceptual design plan to replace/enhance or modify the collective components that replace the Trust Asset identified as the pool area. Proposals for the professional services are not to exceed \$25,000,



per the Physical Properties and Finance Committee and are to be presented to the Board for final approval.

Three Board Directors spoke on the motion.

Mrs. Damoci MOVED, seconded by Ms. Rapp and carried unanimously by the Board Directors present-

**TO** amend the motion to include "not to exceed \$25,000".

Four Board Directors spoke on the amended main motion.

The amended main motion was carried unanimously by the Board members present.

#### Capital Funding - Building Five, First Floor Improvements

At the August 7, 2017 meeting of the Physical Properties Committee, the Committee reviewed a request based upon recent incidents and needs to accommodate functions of the Physical Properties and Recreation Departments: add partitions around existing work stations, 1<sup>st</sup> floor - \$2,299.82; and construct walls for offices 1<sup>st</sup> floor, for relocation of the Recreation Department - \$7,500 Labor (GRF) and materials.

Upon approval by the Board, the Recreation Department would relocate to the 1<sup>st</sup> floor of Building 5 (existing office furniture will be used). This would provide the required work space needs to accommodate the Physical Properties Department, as well as provide support staffing at the 1<sup>st</sup> floor (need based upon recent incidents).

At the August 14, 2017 meeting of the Finance Committee, the Committee reviewed existing Capital funds and determined sufficient funds are available to accommodate the request.

Ms. Snowden MOVED, seconded by Ms. Rapp-

**TO** authorize the Executive Director to initiate the purchases of the panels from Talimar and construct the office spaces within Building Five, as proposed, in an amount not to exceed \$10,000, Capital funding.

Three Board Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Capital Funding – Painting of On-site Post Office

It was requested at the June 30, 2017 Physical Property Committee meeting to seek quotes for painting of the On-Site Post Office. The Postal Service has no available funds for this project. The Physical Properties Department obtained the quotes from two contractors, as follows: Advance Custom Painting - \$1,200 and Hutton Painting - \$1,900.

At its August 7, 2017 meeting, the Physical Property Committee unanimously agreed to award a contract to Advance Custom Painting, at a cost of \$1,200 and \$300 in contingencies, for a total cost not to exceed \$1,500, and forward a request to the GRF Board after review by the Finance Committee for Capital funding.

At its August 14, 2017 meeting, the Finance Committee reviewed existing Capital funds and determined sufficient funds are available for this project.

Ms. Fekjar MOVED, seconded by Mr. Gould -

**TO** award a contract to Advance Custom Painting, for \$1,200, to paint the On-Site Post Office, and include \$300 in contingencies, for a total cost not to exceed \$1,500, Capital funds, and authorize the President to sign the contract.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Rescind Policy 3310.1-70, Special Project Procedure

At its meeting on August 2, 2017, the Physical Property Committee requested the Policy Re-write Sub-committee review 3310.1-70, Special Project Procedure; it was determined that it is a procedure, rather than a policy. The Committee recommends the Golden Rain Foundation Board of Directors rescind the policy.

Mrs. Heinrichs MOVED, seconded by Ms. Fekjar and carried unanimously by the Board members present –

**TO** recommend the GRF BOD rescind Policy 3310.1-70, Special Project Procedure.

## Recreation Committee

### Reserve Funding – Replacement of Rubber Walkway between Green Number One and Tee Numbers

The Recreation Committee reviewed a request to repair or replace the existing rubber walkways on the golf course. The walkways have maintenance issues that are in need of correction.

At its July 5, 2017 meeting, the Recreation Committee approved the repair and resurfacing of the rubber walkways by Game Time, in the amount of \$8,926.40 and to forward the request to the Finance Committee to secure funding for this project.

At its August 14, 2017 meeting, the Finance Committee reviewed existing Reserve funds and determined sufficient funds are available for this project.

Mrs. Perrotti MOVED, seconded by Ms. Snowden and carried unanimously by the Board members present –

TO approve the contract with Game Time, in an amount not to exceed \$8,927.40, Reserve funding, and to authorize the President to sign the contract.

### Amend Policy 1422-50, Marquee

At its meeting on August 2, 2017, the Recreation Committee reviewed Policy 1422-50, Marquee. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, refining the policy language.

Mrs. Reed MOVED, seconded by Ms. Rapp and carried unanimously by the Board members present –

TO recommend the GRF BOD amend Policy 1422-50, Marquee, as presented.

### Amend Policy 1423-50, Bulletin Boards

At its meeting on August 2, 2017, the Recreation Committee reviewed Policy 1423-50, Bulletin Boards. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy. The amendments were made based on the amount of bulletin boards available and changes in job titles.

Mr. Gould MOVED, seconded by Ms. Hopewell and carried unanimously by the Board members present –

TO recommend the GRF BOD amend Policy 1423-50, Bulletin

Boards, as presented.

Three Board Directors spoke on the motion.

The Board unanimously concurred to rescind the approved motion.

Mrs. Damoci MOVED, seconded by Ms. Rapp and carried unanimously by the Board members present –

**TO** refer Policy 1423-50, Bulletin Boards, to the Policy Re-write Committee.

Amend Policy 1428-50, Clubhouse Artwork Displays

At its meeting on August 2, 2017, the Recreation Committee reviewed Policy 1428-50, Clubhouse Artwork Displays. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, refining the policy language due to changes in job titles.

Mr. Moore MOVED, seconded by Ms. Fekjar –

**TO** recommend the GRF BOD amend Policy 1428-50, Clubhouse Artwork Displays, as presented.

Two Board Directors spoke on the motion.

The motion was carried unanimously by the Board members present.

Amend Policy 1480-50, Arts and Crafts Festival

At its meeting on August 2, 2017, the Recreation Committee reviewed Policy 1480-50, Arts and Crafts Festival. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, refining the policy language. The amendments were made due to changes in job titles, and the Committee's consensus on including co-occupants and renters in arts and crafts festival participation, as they are allowed to use the community's facilities.

Mrs. Perrotti MOVED, seconded by Mr. Moore –

**TO** recommend the GRF BOD amend Policy 1480-50, Arts and Crafts Festival, as presented.

Four Directors and the Director of Finance spoke on the motion.

The motion was carried unanimously by the Board members present.

Amend Policy 1482-50, Festival Seller's Statement

At its meeting on August 2, 2017, the Recreation Committee reviewed Policy 1482-50, Festival Seller's Statement. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, eliminating the requirement to live in Seal Beach Leisure World, title change, and requirement that all sellers sign the Seller's Statement.

Mrs. Damoci MOVED, seconded by Mr. McGuigan and carried unanimously by the Board members present –

**TO** recommend the GRF BOD amend Policy 1482-50, Festival Seller's Statement, as presented.

Amend Policy 1710-50, Adult Education

At its meeting on August 2, 2017, the Recreation Committee reviewed Policy 1710-50, Adult Education. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, refining the policy language due to changes in job titles, expanding the scope of educational entities that may offer on-site adult classes and change "request" to "require" in item 5.

Mr. Pratt MOVED, seconded by Ms. Snowden and carried unanimously by the Board members present –

**TO** recommend the GRF BOD amend Policy 1710-50, Adult Education, as presented.

Amend Policy 2609-50, Foundation Equipment

At its meeting on August 2, 2017, the Recreation Committee reviewed Policy 2609-50, Foundation Equipment. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, changing the cost center associated with the policy from 30 to 50, allowing the Recreation Department head authorize the use of recreation equipment on Trust property and refining the policy language due to changes in job title.

Mr. Moore MOVED, seconded by Ms. Fekjar and carried unanimously by the Board members present –

**TO** recommend the GRF BOD amend Policy 2609-50, Foundation Equipment, as presented.

**Security, Bus & Traffic Committee**

Capital Funding – Surveillance Camera System

Staff provided presentations at the Security Bus and Traffic Committee, as well as the Recreation Committee during the month of August 2017, about the addition of a surveillance system at the RV Lot. The RV lot contains many high value vehicles; with the movement of these vehicles daily, cameras are required for any possible investigations resulting from theft, accidents or vandalism.



The purchase of a surveillance system is requested, at a cost of \$ 6,055.00, including installation. The system will provide 6 HDIP cameras with vandal proof housing, 1 DVR for local recording, and one monitor. All cameras have night vision up to 150 feet.

At the August 14, 2017 meeting of the Finance Committee, the Committee reviewed existing Capital funds and determine sufficient funds are available for this project.

The Executive Director disclosed that the owner of the company is a relative of the Security Services Director; however, this was the most competitive bid.

Mr. McGuigan MOVED, seconded by Mrs. Damoci and carried unanimously by the Board members present –

**TO** approve the purchase of surveillance camera system, per  
Absolute Systems proposal dated June, 11, 2017, in the amount of  
\$6,055.00, Capital Funding and authorize the President to sign the  
contract.

#### **CONTROLLER'S REPORT**

The Controller's provided a financial report earlier in the meeting.

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

The Executive Director spoke on various topics, including potential LADWP disruptions.

#### **BOARD MEMBER COMMENTS**

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

The meeting was adjourned was at 12:53 p.m.

---

Joy Reed, Corporate Secretary  
GRF Board of Directors  
dfb

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



## **SPECIAL BOARD OF DIRECTORS MEMBERS MEETING - GOLDEN RAIN FOUNDATION**

**August 31, 2017**

In accordance with Article V, Section 3, of the corporation by-laws and pursuant to due notice being delivered to the Directors and shareholders, a special meeting of the Golden Rain Foundation (GRF) Board of Directors was called to order by President Stone at 10:00 a.m., on Thursday, August 31, 2017, in Clubhouse Four.

### **ROLL CALL**

Following the roll call, Corporate Secretary Reed reported that Directors Perrotti, R. Stone, Snowden, L. Stone, Reed, Gould, Hopewell (arrived at 10:21 a.m.), Rapp, McGuigan, Dodero, Winkler, Heinrichs, Damoci, Lukoff, Fekjar and Moore were present. Executive Director Ankeny was also present.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mrs. Reed.

### **ANNOUNCEMENTS**

The winner of today's election was installed at the conclusion of the meeting and asked to see the Recording Secretary Corina Mancilla, before leaving in order to obtain information regarding next week's schedule and to answer any questions.

### **Amend agenda**

The President requested Board of Directors to amend the agenda to add agenda item Flooring Proposal, Clubhouse 6, and provided the following background information:

At the July 25, 2017 meeting of the Board, the Board duly moved and approved the Clubhouse Revitalization project including the elements of the projects including but not limited to flooring and a proposed schedule from the closing of the Clubhouses.

At the August 22, 2017 meeting of the Board, the Board duly moved and approved the replacement of some of the components of Clubhouse 6, as part of the Clubhouse Revitalization project. As of the August 22<sup>nd</sup> Board meeting, a proposal critical to the completion of the project to the approved timeline were still pending final documentation and verification. One such proposal was for the replacement of the vinyl flooring, and rubber stairway flooring. Based upon ADRC's approved color and finish selections proposals were sought with only Golden State Surfaces Inc, quoting. In accordance with Civil Code 4920 and



4930 (a) action is requested to add this action item to the August Board meeting, noting per applicable section of the Civil Code

"... immediate action is needed on a matter which arose after the agenda was distributed, or if the item was on a recent agenda and was continued to the current meeting..."As the Board has previously discussed the proposed action and the requested action item is part of a previously discussed component (flooring) of the CH6 project from the August 22<sup>nd</sup> meeting, action of the Board is requested as follows:

Ms. Stone MOVED, seconded by Mrs. Damoci-

**TO** amend the agenda to add agenda item Flooring Proposal, Clubhouse 6, to the August 31, 2017, as agenda item d; and is a part of the Clubhouse 6 project, action could not have been anticipated at the time of the agenda posting; action is vital to minimize clubhouse down time and required to maintain the project schedule.

The motion was carried unanimously by the Board members present.

All Foundation members were welcomed to observe the counting process.

### **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 before 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. ([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

There were no shareholder/member comments.

### **NEW BUSINESS**

#### **Election for GRF Director Representing Mutual Fifteen**

The President stated that the purpose of the meeting was to observe the counting process for the election of the GRF Director representing Mutual Fifteen.

The President introduced the principals of Accurate Voting Services (AVS), Inc. Ms. Cheryl

Wilson thanked the Board for engaging AVS to conduct today's election, advised how the election process has progressed and the work that will be conducted today. As a quorum of the Board was present, the counting process began at 10:09 a.m.

#### Main Entry, Monument Signage

At its meeting on July 25, 2017, the GRF Board approved the renderings for landscape improvements at the Main Gate, as proposed by the Mission Landscape Architecture, including new community monument signage. Quotes were sought, proposals received, as follows: All American Sign Company (Concrete) - \$24,827 and Fast Signs (Composit Foamcraft Material) - \$19,925. Note: Although the proposal from Fast Signs (Composit Foamcraft Material) was less, the materials of the sign were deemed not acceptable.

All American Sign Company took the initiative and submitted the concept to the City of Seal Beach. The signs were tentatively approved with one modification, to reduce the length of each sign from 8 feet long to 7 feet long. Additional costs will be associated with installation of two Monument signs, as follows: City permit - \$750, Lighting - \$2,000, Removal of original sign - \$2,500, Patching and Painting of the Main Gate Building - \$1,000, Contingency - \$2,500, totalling \$8,750.

At its special meeting on August 25, 2017, the Architectural Design and Review Committee approved to replace the existing sign with two (2) monument signs to include the community address, final plans to have ADRC approval, at a cost of \$33,577.

Ms. Fekjar MOVED, seconded by Ms. Rapp-

**TO** award a contract to All American Sign Company for \$24,827 to install two Monument signs including the street address, final plans to be approved by the ADRC, per Mission Landscape Architecture renderings; permit fees (\$750), remove the original LW sign and patch and paint the affected area (\$3,500); add lighting to Monument signs (\$2,000) and contingency funding (\$2,500), for a total cost not to exceed \$33,577, Reserve funding and authorize the President to sign all applicable contracts.

Four Boards members and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

#### November – National Gratitude Month



November has been proclaimed "National Gratitude Month" throughout the USA and Canada by National Day Calendar and here, in our community, we have the opportunity to show our community and neighbors our appreciation and gratitude for each other.

Ms. Snowden MOVED, seconded by Mr. McGuigan-

**TO** approve the recognition of November as National Gratitude Month and have all GRF Standing Committees work together to develop community actions to show our gratitude to the residents of our community during the month of November.

Eight Board members and the Executive Director spoke on the motion.

The motion was carried with one no vote (R. Stone)

#### Clubhouse 6, Vinyl and Rubber Flooring Replacement

Qualified proposals were sought from 3 flooring contractors for the replacement of the vinyl and rubber flooring within the defined areas of Clubhouse. Golden State Surfaces was the only respondent to the request for proposal in the amount of \$20,495. A \$2,000 contingency is requested as part of the project to cover unexpected or repairs to the subsurface not visible until such time the old flooring is removed.

Ms. Rapp MOVED, seconded by Mrs. Reed-

**TO** approve the replacement of the vinyl and rubber flooring in Clubhouse 6, per Golden State Flooring proposal of August 11, 2017, in the amount of \$20,495 and include a project contingency of \$2,000, for a total project cost of \$22,495, and authorize the President to sign the contract.

Five Boards members and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

The President called for a recess at 10:31 a.m. until the ballots were counted.

#### Announcement of Results of Election Process

At 10:50 a.m., after the ballot counting was conducted, the open meeting resumed and Ms. Wilson reported the election results as follows:

Mutual Fifteen: (Robert J. Crossley), 110 votes; (David G. Harlow), 85 votes;

(Donald Saunders), 27 votes; (Ron Yaffee), 59 votes;  
Quorum only: 6 Abstain: 1

There were 288 ballots received, resulting in 57% participation.

The President thanked the members of Accurate Voting Service, Inc. for their work. The newly-elected Director, Robert J. Crossley representing Mutual Fifteen, was installed on the GRF Board of Directors.

#### **BOARD MEMBER COMMENTS**

All Board Members spoke on the proceedings of the meeting and welcomed the new GRF Director representing Mutual Fifteen.

#### **ADJOURNMENT**

The meeting was adjourned at 11:04 a.m.

---

Joy Reed, Corporate Secretary  
GRF Board of Directors  
cm: 08.31.17

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** LINDA STONE, PRESIDENT  
**SUBJECT:** COMMITTEE APPOINTMENT  
**DATE:** SEPTEMBER 26, 2017  
**CC:** FILE

In accordance with Article 7, Section 1, Article 8 of the Bylaws and Foundation Policy 5100-30, Committee Functions of the Golden Rain Foundation of Seal Beach, the President shall appoint all committees and their members, subject to the approval of the GRF Board.

I move to approve the appointment of Perry Moore to the Mutual Administration Committee.

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

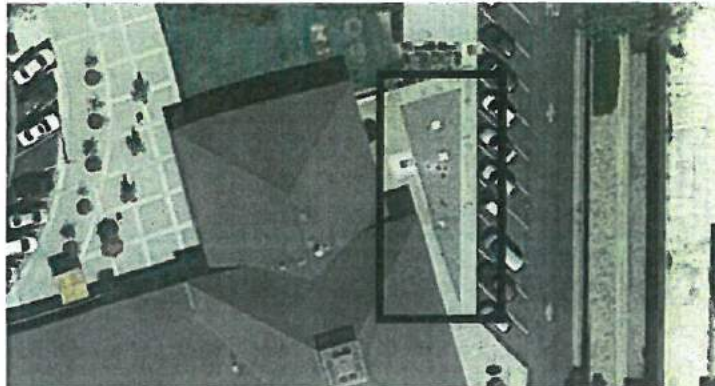
## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** ARCHITECTURAL DESIGN AND REVIEW COMMITTEE (MW)  
**SUBJECT:** TOPIARY AREA, CLUBHOUSE THREE  
**DATE:** SEPTEMBER 11, 2017  
**CC:** FILE

---

At its regular scheduled meeting on September 11, 2017, the Architectural Review and Design Committee (ADRC) unanimously agreed to replace the landscaping adjacent to Clubhouse Three, including planting topiaries removed from the Main Gate area, replacing the irrigation, and installing the grass mixture, for a cost not to exceed \$8,000 (proposal from Johns Landscaping Service), and to forward a request to the GRF Board, following the review by the Finance Committee, for Capital funding.



At its regular scheduled meeting on September 18, 2017, the Finance Committee reviewed available funding for this project, and unanimously resolved to approve the Capital funding request.

I move to recommend the GRF Board award a contract to Johns Landscaping Service to replace the landscaping adjacent to Clubhouse Three, including planting topiaries removed from the Main Gate area, replacing the irrigation, and installing the grass mixture, for a cost not to exceed \$8,000 using Capital funds, and authorize the President sign the contract.

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** ARCHITECTURAL DESIGN AND REVIEW COMMITTEE  
**SUBJECT:** TRUST PROPERTY – NAMING  
**DATE:** AUGUST 29, 2017  
**CC:** FILE

---

At the August 25, 2017 meeting of the Architectural Design and Review Committee, the Committee reviewed and approved to recommend to the Board the naming of Trust Property located at the junction of the Administration Building, Amphitheater and Medical Building, The Courtyard.



I move to approve the naming of the Trust property located at the junction of the Administration Building, Amphitheater and Medical Building, The Courtyard.

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE (CK)  
**SUBJECT:** AWARD CONTRACT FOR 2018, 2019 AND 2020 ELECTION SERVICES  
**DATE:** SEPTEMBER 14, 2017

---

The recent 2017 annual election season was the third year of a three-year contract with Accurate Voting Services, Inc. (AVS). The Golden Rain Foundation has contracted with AVS for its election services since 2007.

Staff was instructed to request a proposal for the 2018, 2019 and 2020 elections from its incumbent provider. AVS's proposal sets forth the specifications of the election services. As usual, the proposal does NOT include variables such as staffing needs, postage, the weight of packets and number of returned ballots. Postage is paid under separate agreement. AVS's proposal is:

2018: \$36,363.80	2019: \$37,272.40	2020: \$36,363.80	<b>Total: \$110,000</b>
-------------------	-------------------	-------------------	-------------------------

Due to its history of providing satisfactory professional election services to this community, it is suggested that the Board award the 2018, 2019 and 2020 election services contract to Accurate Voting Services. Appropriate funds will be allocated for these elections.

The election service bid history and the 2018, 2019 and 2020 Elections Proposal are attached.

At its meeting on September 8, 2017, the Executive Committee unanimously recommended the Board award a contract to the incumbent provider of election services.

I move to award a contract to Accurate Voting Services, Inc. to perform the general election services of the Golden Rain Foundation and the Mutual Corporations for the years 2018, 2019 and 2020 at a cost of \$110,000, plus photocopying, postage and staffing needs.



<b>Election Services Bid History</b>				
<b>Contract Years</b>	<b>Companies that were contacted to bid*</b>	<b>Companies that participated</b>	<b>Board Action</b>	<b>Contract Awarded</b>
2009, 2010 & 2011	<b>Six (6)</b>	<b>One (1)</b> AVS	Jan. 20, 2009	AVS
2012, 2013 & 2014	<b>Eight (8)</b>	<b>Two (2)</b> AVS HOA Elections of Calif.	Feb. 28, 2012	AVS
2015, 2016 & 2017	<b>Ten (10)</b>	<b>One (1)</b>	Oct. 28, 2014	AVS

\*Election companies that received bid packets came from CAI Membership Directories, CACM Journals, the Davis-Stirling website and word-of-mouth referrals, and included Accurate Voting Services, Ball & Associates, The Ballot Box, HOA Elections of California, Hughes Gill Cochrane, The Inspectors of Election, Intellivote, Merriman River Group, Mister Parliamentarian, and True Ballot.

# Accurate Voting Services, Inc.

23322 Peralta Drive, Suite 4 • Laguna Hills, CA 92653

(949) 588-8500 • fax (949) 588-8501

accuratevoting@um.att.com

August 22, 2017

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

Attention: Ms. Courtney Knapp

RE: Proposals for 2018, 2019 and 2020 Elections – Seal Beach Leisure World

Dear Ms. Knapp:


Thank you for allowing Accurate Voting Services, Inc. the privilege of providing a proposal for independent election services. We have enclosed our proposal for the 2018, 2019 and 2020 Elections.

We have enjoyed servicing The Golden Rain Foundation for the past 10 years and look forward to working with you and providing excellent service to your community in the coming years.

Should you have any questions, please do not hesitate to call.

Sincerely,

Accurate Voting Services, Inc.

  
Cathy Tinnelly, Principal  
Enclosures



GOLDEN RAIN FOUNDATION  
SEAL BEACH  
2018, 2019, 2020 ELECTIONS  
PROPOSAL

# SPECIFICATIONS

# **SPECIFICATIONS FOR 2018, 2019 & 2020 ELECTIONS**

Accurate Voting Services, Inc. shall furnish all labor, materials and equipment required to properly perform the work of the contract as specified herein below in accordance with Owner's Policies and related state-mandated laws. The following is an outline of Accurate Voting Services, Inc.'s unique features.

## **DESIGN:**

### **BALLOTS:**

Printed on legal size, business weight paper and typeset with large easy-to-read font.

User friendly ballots complete with simple, concise and easy to follow voting instructions.

Ballots are color coordinated with the envelopes to lessen confusion should a mutual be required to vote on both their Mutual Election and the GRF Election during the same time period.

Multiple measures may be printed on ballots at no additional expense.

### **ENVELOPES:**

Outgoing envelopes are custom designed and "branded" with either "Official Mutual Election Ballot Enclosed" or "Official GRF Election Ballot Enclosed".

Outgoing envelopes are the largest allowed by the US Post Office without going up to the next level of postage. This envelope can accommodate our standard voting package together with up to 12 additional pages.

Return envelopes contain additional voter's instructions printed on the front and backside of the envelopes to aid the voter(s) completing the required information.

## **PROCESSING:**

The principals of Accurate Voting Services, Inc., Cathy Tinnelly and Cheryl Wilson, will be the assigned Senior Inspectors of Election for all elections. They will be overseeing every aspect of every election from beginning to end. They will also be available to answer members' questions regarding the election process as well as interface with the administrative staff as the needs arise.

The principals along with Accurate Voting Services' qualified staff are available Monday through Friday, 9:00 a.m. to 5:00 p.m., as well as be available by cell phone.

We do not outsource. All election materials are prepared and completed at our processing office, allowing us to maintain quality control and timeliness of production.



Candidate statements are printed on colored paper using a different color for each candidate.

Declaration of Mailing will be provided to the administrative staff on the same day the election is mailed out to the membership.

Sealed return ballot envelopes will be in our sole care and custody and stored at our secure Orange County, California, location.

All return ballot envelopes will be brought to each meeting presorted by address for fast and efficient registration of members prior to meeting.

We will provide a count of the number of returned ballots, upon request.

## **POSTAGE:**

Outgoing postage is reimbursed at actual cost. Prepaid return postage will be reimbursed for the actual number of return ballot envelopes received. No additional labor is charged to affix return or outgoing postage.

## **ESTABLISHED OFFICE:**

Our business is conducted solely for the purpose of providing Inspector of Election services to California homeowner communities.

We have a fully-staffed processing office in Orange County, California, with business operating hours Monday through Friday, 9:00 a.m. to 5:00 p.m. and visits to our office are always welcome.

California State Law SB 61 Section 1363.02 states that a voter must be able to hand deliver a ballot and obtain a receipt, if requested, prior to the election date. Our secure Orange County office staff can receive hand-delivered ballots and provide a receipt if requested by voter.

Since we do not outsource, all work is processed at our office and upon completion of the election all election materials are stored at our office for the required nine month challenge period.

## **ATTENDANCE AT PRE-PLANNING MEETINGS:**

Pre-planning meetings are an integral part of understanding the unique needs of a community for both Accurate Voting Services, Inc. and the client. Therefore, in order to ensure a smooth-running election, the two principals of Accurate Voting Services, Inc. will attend all pre-planning meetings at no cost to the Golden Rain Foundation.

## **PROXIES:**

Our staff will be prepared to properly exchange each proxy for a secret ballot and two return envelopes. We have perfected a tried and true procedure of handling proxies to ensure that each proxy holder's voting rights are correctly and fairly tabulated.

## **ATTENDANCE AT MEETINGS:**

As the assigned Senior Inspectors of Election, the principals of Accurate Voting Services, Inc., Cathy Tinnelly and Cheryl Wilson, will attend all Sixteen Mutual Elections and the GRF Election and will bring with them the appropriate number of qualified staff to complete the elections in the most efficient, timely and cost-effective manner.

# FORM OF PROPOSAL

**FORM OF PROPOSAL  
2018, 2019 AND 2020 ELECTIONS  
GOLDEN RAIN FOUNDATION – SEAL BEACH**

P.O. Box 2069  
Seal Beach, CA 90740

Ladies and Gentlemen:

The undersigned proposes to furnish all labor, material (except postage), and equipment as required for the 2018, 2019 and 2020 Elections at Golden Rain Foundation – Seal Beach, as described in the past years' Request for Proposal.

**TOTAL LUMP SUM BID FOR 2018 ELECTION:**

**Thirty-six Thousand Three Hundred Sixty-three and 80/100 (\$36,363.80) Dollars. \*\***

**TOTAL LUMP SUM BID FOR 2019 ELECTION:**

**Thirty-seven Thousand Two Hundred Seventy-two and 40/100 (\$37,272.40) Dollars. \*\***

**TOTAL LUMP SUM BID FOR 2020 ELECTION:**

**Thirty-six Thousand Three Hundred Sixty-three and 80/100 (\$36,363.80) Dollars. \*\***

Attached is an itemized list of services which includes our Standard Election Package and the minimum attendance time required at the scheduled elections.


**TIME OF COMPLETION:**

Contractor proposes and promises to attend meetings, prepare and mail all documents, and satisfy other requirements within the timeframe(s) dictated by the election dates.

DATE: August 22, 2017

Proposed By:

**ACCURATE VOTING SERVICES, INC.**

BY:   
**CATHY TINNELLY, Owner**  
**(949) 588-8500**

**\*\*There are unknown/variable costs at the bidding stage which will be charged for as provided.**

For example:

Optional Enclosures with Ballot  
Reimbursed Expenses for Postage; and  
Additional time/staff as needed at elections

Attached to the Standard Election Package is a list of charges for printing, stuffing and mailing any optional enclosures with the ballot as well as the known amount of postage to be reimbursed and the projected cost of additional postage which may be necessary should additional enclosures be included with the ballot package.

# **ACCURATE VOTING SERVICES, INC.—2018 Elections** **STANDARD ELECTION SERVICES—MULTIPLE BALLOTS:**

## **ACCOUNT SET UP:**

Open client files, calendar and confirm election dates  
Design and generate custom election ballots and envelopes  
for 15 Mutual Elections and 8 Golden Rain Elections totaling customization  
of 23 Individual Ballots and Envelopes

Custom Ballots shall include election of officers as well as any special  
election measures required for each mutual

Outgoing Envelopes to indicate "Official Mutual Election Ballot Enclosed" or "Official GRF Election Ballot Enclosed" as specified for each election	23 Mutuels	75.00	\$ 1,725.00
--	------------	-------	-------------

## **PROCESSING OF ELECTION MATERIALS:**

Print, stuff and mail custom ballots and envelopes (3)  
Address all questions and election challenges from membership,  
Address all questions from Administrative staff,  
Receive and securely store all returned ballots,  
Prepare ballots for tabulation at election meeting

9,464 Units	2.95	<u>27,918.80</u>
-------------	------	------------------

*(Additional ballots and envelopes as needed on  
election day will be provided at no charge.)*

\$ 29,643.80

## **ATTENDANCE AT MEETING:**

Open polls and register voters; Address membership re: election  
procedures at meeting; Determine when polls close;  
Open returned envelopes; Count and tabulate all votes;  
Provide immediate election results at  
15 Mutual Elections and 1 GRF Election

15 Mutuels 1 GRF
---------------------

One Inspector of Election @ \$150.00 per hour and  
One Assistant Inspector of Election @ \$60.00 per hour  
Minimum Staff of one Inspector of Election and  
One Assistant Inspector of Election required for 2 hours  
per election

150.00	16 meetings	4,800.00
60.00	16 meetings	1,920.00

*Staffing to be determined based on the size and complexity of  
each election. Additional staff as required will be billed @ \$60.00  
per hour per staff member.*

TOTAL MINIMUM HOURLY ATTENDANCE AT ALL ELECTIONS		<u>\$ 6,720.00</u>
--	--	--------------------

TOTAL FOR PROCESSING STANDARD ELECTION MATERIALS AND  
MINIMUM HOURLY ATTENDANCE AT ALL ELECTIONS

\$ 36,363.80



## **OPTIONAL ENCLOSURES WITH BALLOT:**

Print, stuff and mail election-related materials (candidate statement(s), meeting notice(s), etc.) as requested for each election @.16 per page

## **THE FOLLOWING GOODS AND SERVICES ARE INCLUDED IN THIS BID AT NO ADDITIONAL COST:**

- Travel time, mileage and attendance at all pre-planning election meetings
- Travel time and mileage to and from all elections
- Color coordination of ballots and envelopes
- Multiple measures printed on ballots
- Custom-designing of "branded" Mutual and GRF envelopes
- Additional election packages (ballot and envelopes) brought to each election
- Storage of completed election materials for the twelve (12) month challenge period
- Packaging and shipping fee to return the completed election materials to GRF

# **ACCURATE VOTING SERVICES, INC.—2019 Elections** **STANDARD ELECTION SERVICES—MULTIPLE BALLOTS:**

## **ACCOUNT SET UP:**

Open client files, calendar and confirm election dates  
Design and generate custom election ballots and envelopes  
for 15 Mutual Elections and 8 Golden Rain Elections totaling customization  
of 23 Individual Ballots and Envelopes

Custom Ballots shall include election of officers as well as any special  
election measures required for each mutual

Outgoing Envelopes to indicate "Official Mutual Election Ballot Enclosed" or "Official GRF Election Ballot Enclosed" as specified for each election	23 Mutuals	75.00	\$ 1,725.00
--	------------	-------	-------------

## **PROCESSING OF ELECTION MATERIALS:**

Print, stuff and mail custom ballots and envelopes (3)  
Address all questions and election challenges from membership,  
Address all questions from Administrative staff,  
Receive and securely store all returned ballots,  
Prepare ballots for tabulation at election meeting

9,772 Units	2.95	<u>28,827.40</u>
-------------	------	------------------

*(Additional ballots and envelopes as needed on  
election day will be provided at no charge.)*

\$ 30,552.40

## **ATTENDANCE AT MEETING:**

Open polls and register voters; Address membership re: election  
procedures at meeting; Determine when polls close;  
Open returned envelopes; Count and tabulate all votes;  
Provide immediate election results at  
15 Mutual Elections and 1 GRF Election

15 Mutuals
1 GRF

One Inspector of Election @ \$150.00 per hour and  
One Assistant Inspector of Election @ \$60.00 per hour  
Minimum Staff of one Inspector of Election and  
One Assistant Inspector of Election required for 2 hours  
per election

150.00	16 meetings	4,800.00
60.00	16 meetings	1,920.00

*Staffing to be determined based on the size and complexity of  
each election. Additional staff as required will be billed @ \$60.00  
per hour per staff member.*

TOTAL MINIMUM HOURLY ATTENDANCE AT ALL ELECTIONS

\$ 6,720.00

TOTAL FOR PROCESSING STANDARD ELECTION MATERIALS AND  
MINIMUM HOURLY ATTENDANCE AT ALL ELECTIONS

\$ 37,272.40

### **OPTIONAL ENCLOSURES WITH BALLOT:**

Print, stuff and mail election-related materials (candidate statement(s), meeting notice(s), etc.) as requested for each election @.18 per page

### **THE FOLLOWING GOODS AND SERVICES ARE INCLUDED IN THIS BID AT NO ADDITIONAL COST:**

- Travel time, mileage and attendance at all pre-planning election meetings
- Travel time and mileage to and from all elections
- Color coordination of ballots and envelopes
- Multiple measures printed on ballots
- Custom-designing of "branded" Mutual and GRF envelopes
- Additional election packages (ballot and envelopes) brought to each election
- Storage of completed election materials for the twelve (12) month challenge period
- Packaging and shipping fee to return the completed election materials to GRF

# **ACCURATE VOTING SERVICES, INC.—2020 Elections** **STANDARD ELECTION SERVICES—MULTIPLE BALLOTS:**

## **ACCOUNT SET UP:**

Open client files, calendar and confirm election dates  
 Design and generate custom election ballots and envelopes  
 for 15 Mutual Elections and 8 Golden Rain Elections totaling customization  
 of 23 Individual Ballots and Envelopes

Custom Ballots shall include election of officers as well as any special  
 election measures required for each mutual

Outgoing Envelopes to indicate "Official Mutual Election Ballot Enclosed" or "Official GRF Election Ballot Enclosed" as specified for each election	23 Mutuals	75.00	\$ 1,725.00
--	------------	-------	-------------

## **PROCESSING OF ELECTION MATERIALS:**

Print, stuff and mail custom ballots and envelopes (3)  
 Address all questions and election challenges from membership,  
 Address all questions from Administrative staff,  
 Receive and securely store all returned ballots,  
 Prepare ballots for tabulation at election meeting

9,464 Units	2.95	<u>27,918.80</u>
-------------	------	------------------

*(Additional ballots and envelopes as needed on  
 election day will be provided at no charge.)*

\$ 29,643.80

## **ATTENDANCE AT MEETING:**

Open polls and register voters; Address membership re: election  
 procedures at meeting; Determine when polls close;  
 Open returned envelopes; Count and tabulate all votes;  
 Provide immediate election results at  
 15 Mutual Elections and 1 GRF Election

15 Mutuals
1 GRF

One Inspector of Election @ \$150.00 per hour and  
 One Assistant Inspector of Election @ \$60.00 per hour  
 Minimum Staff of one Inspector of Election and  
 One Assistant Inspector of Election required for 2 hours  
 per election

150.00	16 meetings	4,800.00
60.00	16 meetings	1,920.00

*Staffing to be determined based on the size and complexity of  
 each election. Additional staff as required will be billed @ \$60.00  
 per hour per staff member.*

TOTAL MINIMUM HOURLY ATTENDANCE AT ALL ELECTIONS		<u>\$ 6,720.00</u>
--	--	--------------------

TOTAL FOR PROCESSING STANDARD ELECTION MATERIALS AND MINIMUM HOURLY ATTENDANCE AT ALL ELECTIONS		<u>\$ 36,363.80</u>
--	--	---------------------

### **OPTIONAL ENCLOSURES WITH BALLOT:**

Print, stuff and mail election-related materials (candidate statement(s), meeting notice(s), etc.) as requested for each election @.18 per page

### **THE FOLLOWING GOODS AND SERVICES ARE INCLUDED IN THIS BID AT NO ADDITIONAL COST:**

- Travel time, mileage and attendance at all pre-planning election meetings
- Travel time and mileage to and from all elections
- Color coordination of ballots and envelopes
- Multiple measures printed on ballots
- Custom-designing of "branded" Mutual and GRF envelopes
- Additional election packages (ballot and envelopes) brought to each election
- Storage of completed election materials for the twelve (12) month challenge period
- Packaging and shipping fee to return the completed election materials to GRF



**BIDDER INFORMATION AND  
QUALIFICATION SHEET**

## BIDDER INFORMATION AND QUALIFICATION SHEET FOR ELECTION YEARS – 2018, 2019 & 2020

The following information must be provided for your bid to be considered complete and responsive. The Bidder hereby certifies that the following information is true and correct. This form must be completely filled out for your bid to be considered responsive and complete.

Bidder's Legal Business Name: **ACCURATE VOTING SERVICES, INC.**  
Bidder's Legal Business Address: **Post Office Box 6117, Laguna Niguel, CA 92607-6117**  
Bidder's Physical Business Address: **23322 Peralta Drive, Suite 4, Laguna Hills, CA 92653**  
Bidder's Business Phone Number: **(949) 588-8500 toll free (855) 588-5522**

Type of Firm: (check one) ☐ Individual ☐ Partnership ☒ Corporation

Date and State of Incorporation: **January 17, 2006, State of California.**

List the names and titles of officers of the corporation:

**Cathy Tinnelly, Chief Executive Officer/Chief Financial Officer**  
**Cheryl Wilson, Chief Executive Officer/Secretary**

- 1) Are you and your company bonded, certified and insured to specifically provide inspector of election services? **YES**
- 2) Are you able to provide proof of Errors & Omissions insurance for your activities as inspector of elections (notary insurance does not satisfy this requirement)? **YES**
- 3) How long has your company been actively engaged in conducting elections as required in the Foundation's Request for Proposal? **November, 2005.**
- 4) In what state(s) do you perform your business activities? **State of California.**
- 5) Do you provide legal counsel for questions that may arise during the elections at no additional charge? **YES**
- 6) Do you have a place of business for the ballots to be delivered in person or by mail and received with a date stamp? **YES**
- 7) How many elections have you conducted? **Over 10,000**
- 8) Have any elections that you have conducted been challenged for any reason? **NO**

- 9) How many years' experience with HOAS do you have? **OVER 50 YEARS**
- 10) Is each inspector of election that you use insured, bonded and certified? **YES**
- 11) Is each inspector of election or associate notary certified? **YES**
- 12) What is the largest election you have conducted? **10,000**
- 13) Do you have fully-staffed offices operating Monday through Friday from 9:00 a.m. to 5:00 p.m.? **YES**
- 14) Where will shareholders send their sealed ballots and where will the voted ballots be stored after the elections? **Voted ballots will be mailed, in our pre-addressed/pre-stamped return envelope, to our safe & secure Post Office Box, located at the United States Post Office in Laguna Niguel. All election materials will be securely stored at our corporate office in Laguna Hills, CA, both prior to the elections and then for the nine month challenge period after the elections.**
- 15) Does your company have experience with multiple mutual/district delegate elections? **YES.**

List the dates of any voluntary or involuntary bankruptcy judgment(s) against any principal having an interest in this proposal. **NONE**

List all current and prior DBAs, aliases, and/or fictitious business names for any principal having an interest in this proposal. **NONE**

**SUBMITTED BY:**

**ACCURATE VOTING SERVICES, INC.**

By: **CATHY TINNELLY**

Date: **August 22, 2017**

## **ACKNOWLEDGEMENT AND CERTIFICATION**

## **ACKNOWLEDGEMENT AND CERTIFICATION FOR ELECTION YEARS 2018, 2019 & 2020**

The undersigned acknowledges:

1. That they have the equipment, technical ability, personnel and facilities to fully perform in accordance with the specifications.
2. That they have inspected the site and are completely familiar with all conditions affecting the proposed work for which the bid is submitted.

### **CERTIFICATION**

1. The bidder hereby represents and certifies as follows:

That no officer, agent or employee of the Golden Rain Foundation, Leisure World – Seal Beach, is personally interested, directly or indirectly, in this contract or the compensation to be paid hereunder;

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair and without collusion or fraud.

We are covered by Workers Compensation Insurance, Policy No. **1857989-2016**, Company, **State Compensation Insurance Fund** Expires **11-16-17**

We are covered by Errors and Omissions\* Insurance for the conducting of elections Policy No. **CX1552475** Company **Allco Insurance** Expires **3-23-18**

Respectfully submitted,

**ACCURATE VOTING SERVICES, INC.**

BY:   
**CATHY TINNELLY, Owner**

**ACCURATE VOTING SERVICES, INC.**  
**POST OFFICE BOX 6117**  
**LAGUNA NIGUEL, CA 92607-6117**  
**(949) 588-8500**

\* Notary insurance does not meet this requirement





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Allco Fullerton Insurance Agency, Inc.  
15615 Alton Pkwy, Ste. 450  
Irvine CA 92618

CONTACT  
NAME: Cal Wilson  
PHONE (A/C, No, Ext): (949) 271-6470  
E-MAIL:  
ADDRESS:

FAX (A/C, No):

INSURED  
Accurate Voting Services Inc  
P O Box 6117  
Laguna Niguel CA 92677

(949) 588-8500

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: State Compensation Fund	35076
INSURER B: United States Liability Ins Co	25895
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: Cert ID 112

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CX1552475	03/23/2017	03/23/2018	EACH OCCURRENCE \$ 250,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 250,000 PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	1857989-2016	11/16/2016	11/16/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		CX1552475	03/23/2017	03/23/2018	\$250,000/\$250,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

For Informational Only

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE  
**SUBJECT:** SECURITY DEPARTMENT FULL TIME POSITIONS  
**DATE:** SEPTEMBER 26, 2017

---

At its meeting on September 8, 2017, the Executive Committee unanimously recommended the implementation of filling ten (10) full time positions in the Security Department, to take the place of approximately twenty (20) part time and per diem positions. These positions have been accounted for in the budget for the fiscal year beginning January 1, 2018.

Since the department has four (4) current open positions for part time staff, the Executive Committee recommends that hours for those open positions be filled with full time staff rather than part time staff to begin the implementation now instead of waiting until January.

The remainder of the implementation of this change will be made strictly through attrition as current employees leave. No employee will be terminated solely due to this change in department structure. All current Security staff will be made aware of all full time openings and will be given the opportunity to apply for them prior to hiring new employees for the positions.

The increase in costs to the Foundation for benefits for these positions will be partially offset by the reduction of costs in recruiting and training of new employees. For staff hired in October of 2017, the benefit costs will not increase until full time employees are eligible for benefits in December 2017.

I move that the GRF Board approve the implementation of the plan to convert approximately twenty (20) part time positions in the Security Department to ten (10) full time positions and to fill current openings with full time staff. This funding will impact, at most, one (1) month of potential employee benefits, and this minimal cost will be partially offset by reductions to recruiting and training of new employees.

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE  
**SUBJECT:** AMEND POLICY 1220-33, MEMBER SPECIALISTS  
**DATE:** SEPTEMBER 8, 2017

---

At its meeting on September 8, 2017, the Executive Committee reviewed 1220-33, Resident Specialists. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, as presented.

I move to amend Policy 1220-33, Resident Specialists to change the term "Resident" to "Member" and amend the appointment process (change appointment by a committee chair, through the Executive Committee, to appointment by a standing committee chair) and to formalize that Member Specialists serve in an advisory capacity only and list the limitations.



**COMMUNITY OPERATIONS****RESIDENT ~~MEMBER~~ PARTICIPATION****Resident ~~Member~~ Specialists**

The Board of Directors recognizes the important contribution that can be made by residents ~~Members~~ of this community.

~~It is the desire of the Board to approve and encourage the selection of such resident specialists in volunteer advisory appointments providing the request for appointment is made by a committee chairman through the Executive Committee.~~

Member Specialists (MS's) are appointed by a Standing Committee Chair to a sub-committee and can be removed by the Chair at any time.

MS's serve in an advisory capacity only, have no voting power and cannot comprise a majority of the sub-committee.

**Policy**

Adopted: 28 Jul 67

Reviewed: 10 Feb 17

Amended:

**GOLDEN RAIN FOUNDATION  
Seal Beach, California**

(Feb 17)

Page 1 of 1





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE  
**SUBJECT:** APPROVE AUGUST FINANCIAL STATEMENTS  
**DATE:** SEPTEMBER 19, 2017  
**CC:** FILE

---

At the regular meeting of the Finance Committee on September 19, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the August 2017 Financial Statements for audit.

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

I move that the GRF Board of Directors accept the August 2017 Financial Statements for audit.

## Financial Recap – August 2017

As of the eight-month period ended August 2017, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$514,559.

Major variances are:

Salaries & Wages	176,693	Vacancies of key positions in Transportation, Phys Prop. & Service Maintenance.
Employment Taxes & Benefits	175,794	P/R Taxes \$40K; Workers' Comp \$60K; Group Ins \$76K;
Temporary Agency Fees	(76,655)	Temps used to fill key vacant positions
Legal/Litigation Fees	(57,065)	Excess litigation
Property & Liability Insurance	36,354	Budget less than actual premiums
Certificate Preparation Income	51,650	Escrow and transfers exceeds planned
Rental Income - Resales	150,093	Unit sales exceeds planned
SRO Labor Recovery	(51,704)	Less billable labor hours than planned

	<b>Fund Balance</b>	<b>Allocated For 2017 Projects</b>	<b>Allocated For Future Projects</b>	<b>For details, see page</b>
<b>Reserve Funds</b>				
Repairs & Replacements	\$9,453,530	\$2,766,845	\$6,686,685	9

	<b>Fund Balance</b>	<b>Allocated Funds</b>	<b>Unallocated Funds</b>	<b>For details, see page</b>
<b>Capital Funds</b>				
Capital Improvements	\$1,478,557	\$222,324	\$1,256,233	11

Total approved unbudgeted operating expenses \$226,054

P.O. Box 2069  
Seal Beach CA 90740

Description			
	<b>Current Assets:</b>		
1122000	Cash & cash equivalents	307,234	
	Non-Restricted Funds	16,562	
	Receivables	756,124	
	Prepaid expenses	131,136	
	Inventory of maintenance supplies	<u>471,334</u>	
	<b>Total Current Assets</b>		<b>1,682,390</b>
	<b>Designated deposits</b>		
1211000	Contingency Operating Fund	500,000	
	Reserve Fund	9,453,530	
1212500	Capital Improvement Fund-GRF	1,478,557	
1213000	Liability Deductible & Hazard Fund	<u>204,003</u>	
	<b>Total designated deposits</b>		<b>11,636,090</b>
	<b>Notes Receivable</b>		
1411000	Notes Receivable	<u>25,775</u>	
	<b>Total Notes Receivable</b>		<b>25,775</b>
	<b>Fixed Assets</b>		
	Land, Building, Furniture & Equipment	33,828,461	
	Less: Accumulated Dep'n	<u>(22,701,252)</u>	
	<b>Net Fixed Assets</b>		<b>11,127,209</b>
	<b>Other Assets</b>		<u>          </u>
	<b>Total Assets</b>		<b><u>24,471,463</u></b>

P.O. Box 2069  
Seal Beach CA 90740

Description		
<b>Liabilities &amp; Equity</b>		
<b>Current Liabilities:</b>		
	Accounts payable	412,193
	Project Commitments	982,771
	Prepaid Deposits	8,225
	Accrued payroll & payroll taxes	504,583
	Accrued expenses	252,099
	Accrued property taxes	125,354
	<b>Total Current Liabilities</b>	<b>2,285,225</b>
	<b>Total Liabilities</b>	<b>2,285,225</b>
<b>Equity</b>		
<b>Mutuals' Beneficial Interest</b>		
3211000	Contingency Operating Reserve Equity	500,000
3212000	Reserve Equity	8,494,314
3394000	Capital Fund Equity	1,455,002
3310000	Beneficial Interest in Trust	7,914,978
	<b>Total Mutuals' Beneficial Interest</b>	<b>18,364,294</b>
<b>Membership interest</b>		
	Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800
	Additional paid-in-capital	4,867,355
	<b>Total Paid-in-Capital</b>	<b>6,477,155</b>
	<b>Excess Income</b>	
	Current Year	(347,766)
	<b>Total Excess Income</b>	<b>(347,766)</b>
3920000	Dep'n & Amortization	(2,307,443)
	<b>Net Stockholders' Equity</b>	<b>22,186,239</b>
	<b>Total Liabilities &amp; Stockholders' Equity</b>	<b>24,471,463</b>

**Golden Rain Foundation  
Cash Flow Activity - All Reserves  
For the Month of August 2017**

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
<b>Balance 7/31/2017</b>	<b>500,000</b>	<b>9,436,346</b>	<b>1,389,768</b>	<b>204,003</b>	<b>61,937</b>	<b>11,592,054</b>
Funded: Assessments		95,833				95,833
Funded: Membership Fees collected (82)		106,805	106,805			213,610
Funded: M17 Lease Fees collected ()		-	-			-
Funded: Interest on Funds		3,809				3,809
Progress Payments on CIP						-
Expenditures		(189,262)	(18,017)			(207,279)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Disbursement to Mutuals						-
Transfers between funds						-
Interest Income Allocation						-
Net Monthly Activity					(45,375)	(45,375)
<b>Balance 8/31/2017</b>	<b>500,000</b>	<b>9,453,530</b>	<b>1,478,557</b>	<b>204,003</b>	<b>16,562</b>	<b>11,652,652</b>
Net Activity	-	17,185	88,788	-	(45,375)	60,598

**Golden Rain Foundation**  
**Quick Balance Sheet Analysis**  
**For the Period Ended August 31, 2017**

**SELECTED BALANCE SHEET ITEMS**

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	323,796	559,629	(235,833)
Current Assets	13,318,480	13,320,009	(1,529)
Current Liabilities	2,285,225	2,346,389	(61,164)
Current Ratio	5.83	5.68	
Designated Deposits:	11,636,090	11,530,117	105,973
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

**RESULT OF OPERATIONS**

Current Month	Actual	Budget	Variance	%
Income	1,374,623	1,280,302	94,321	7.37
Expense	1,422,707	1,377,569	(45,138)	(3.28)
Net Materials Recovery(Pass Thru)	0	0	0	
<b>Excess Income or (Expense)</b>	<b>(48,084)</b>	<b>(97,267)</b>	<b>49,183</b>	
Year To Date	Actual	Budget	Variance	%
Income	10,538,222	10,369,991	168,231	1.62
Expense	10,241,283	10,587,611	346,328	3.27
Net Materials Recovery(Pass Thru)	0	0	0	
<b>Excess Income or (Expense)</b>	<b>296,939</b>	<b>(217,620)</b>	<b>514,559</b>	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2017
157.91	153.65	161.92



2017 Reserve Expenditures

Cost Center	Description	2017	Prior	Current	Other	Total	Prior	YTD EXPENDITURES			TTD	2017
		Reserve Study	Approved	Approved	Adjustments	Projects	Expenditures	Jan-Jul	Aug	Total	Expenditures	Allocated Funds
30	Replacement of AC Unit - Admin. Building (774-16) (Completed as 3/13/17)	-	6,200	-	-	6,200	5,580	620	-	620	6,200	-
30	Administration Building First Floor Improvement- Finance & Stock transfer (809-17)	-	-	92,151	-	92,151	-	59,763	276	60,038	60,038	32,113
30	Replacement of HVAC Unit - Admin. Building Conference Room A (818-17)	-	-	6,200	-	6,200	-	5,580	-	5,580	5,580	620
34	St. Andrews & North Gate Server Replacements (Incl. 10% contingency)	-	3,300	-	(3,300)	-	-	-	-	-	-	-
35	Replace Interior Light Fixtures (2016 RS not started)	-	3,584	-	-	3,584	-	-	-	-	-	3,584
35	Tree Removal and Re-landscaping of Area (813-17)	-	-	8,800	-	8,800	-	3,800	-	3,800	3,800	5,000
37	Replace Lighting Signage (2016 RS not started)	-	20,478	-	(20,478)	-	-	-	-	-	-	-
37	Replacement of Coin Counter Machine	-	-	6,892	-	6,892	-	-	-	-	-	6,892
44	Equipment Replacement- Trifold Machine	-	-	2,700	(6)	2,694	-	-	2,694	2,694	2,694	-
46	Replacement of Bridge Hand Railing (827-17)	-	-	7,865	-	7,865	-	-	-	-	-	7,865
46	Replacement of Rubber Walkway (829-17)	-	-	8,927	-	8,927	-	-	-	-	-	8,927
48	Paint Exterior Flatwork (2016 RS not started)	-	4,505	-	-	4,505	-	-	-	-	-	4,505
48	Replace Water Storage Tanks (2016 RS not started)	-	12,287	-	(12,287)	-	-	-	-	-	-	-
48	Replace Solar Panels (2016 RS not started)	-	28,055	-	(28,055)	-	-	-	-	-	-	-
48	Replace Swimming Pool Deck Furniture	-	-	8,000	-	8,000	-	4,259	-	4,259	4,259	3,741
51	Replacement of wood shop band saw	-	-	2,000	(114)	1,886	-	-	1,886	1,886	1,886	-
52	Replacement of wood shop band saw	-	-	2,000	(114)	1,886	-	-	1,886	1,886	1,886	-
52	Sewer Pump Replacement (776-16) (Completed as 7/28/17)	-	125,562	-	(20,000)	105,562	31,669	73,893	-	73,893	105,562	-
52	Clubhouse Upgrades	400,000	-	-	-	-	-	-	-	-	-	-
53	Paint Wood Siding & Trim (2016 RS not started)	-	14,130	-	(14,130)	-	-	-	-	-	-	-
53	Paint Interior Flatwork (2016 RS not started)	-	25,393	-	(25,393)	-	-	-	-	-	-	-
53	Room Nine Roof Replacement (826-17)	-	-	15,000	-	15,000	-	-	-	-	-	15,000
54	Replace New Water Heater (2016 RS not started)	-	4,352	-	(4,352)	-	-	-	-	-	-	-
54	Clubhouse Upgrades (773-16)	-	198,703	-	-	198,703	46,548	134,719	-	134,719	181,267	17,436
56	Paint Exterior Ironwork & Flatwork (822-17)	-	14,079	6,421	-	20,500	-	-	-	-	-	20,500
56	Replace heat pump #1 (779-16) (Completed as 3/13/17)	-	6,375	-	-	6,375	6,088	288	-	288	6,375	-
56	Concrete replacement- West end alongside ambulance driver office (808-17) (Completed as 7/28/17)	-	-	8,000	(1,901)	6,099	-	6,099	-	6,099	6,099	-
74	Paint Exterior Flatwork (2016 RS not started)	-	11,724	-	(11,724)	-	-	-	-	-	-	-
74	Replacement of Wood Shop equipment & Electrical panel (799-16) (Completed as 7/28/17)	-	42,000	-	2,108	44,108	12,639	31,469	-	31,469	44,108	-
74	Storage Improvements- work benches, storage racks, cabinets	-	-	15,000	-	15,000	-	10,916	-	10,916	10,916	4,084
79	Clubhouse 1, 2, 3, 6 Revitalization Project (830-17)	-	-	1,000,000	-	1,000,000	-	-	-	-	-	1,000,000
79	Repair Concrete and Wood Shoreline at Pond (2016 RS not started)	-	2,560	-	-	2,560	-	-	-	-	-	2,560
79	Refurbish Golf Course Greens (2016 RS not started)	-	10,239	-	-	10,239	-	-	-	-	-	10,239
79	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	-	-	-	-	-	25,598
79	Community Asphalt Seal Coat- Parking Lots (2016 RS not started)	-	38,038	-	-	38,038	-	-	-	-	-	38,038
79	Community Asphalt Seal Coat-Street Phase 4 (2016 RS not started)	-	51,195	-	-	51,195	-	-	-	-	-	51,195
79	Main Gate Beautification - Globe (730-15B)	-	163,270	-	-	163,270	163,270	-	-	-	163,270	-
79	Globe - Replacement of Continents (730-15B) (Transfer funds to Globe lighting design)	-	201,000	-	(2,000)	199,000	155,387	6,605	-	6,605	161,993	37,007
79	Globe Lighting Design (730-15B) (Transfer funding from Globe project 730-15B)	-	-	2,000	-	2,000	-	1,000	-	1,000	1,000	1,000
79	Perimeter wall sections B (591-01B-B) (Completed as 1/12/17)	-	350,000	-	(194,247)	155,753	155,753	-	-	-	155,753	-
79	Perimeter wall sections A (591-01B-A) (Completed as 1/12/17)	-	494,000	-	(15,770)	478,230	478,230	-	-	-	478,230	-
79	Perimeter wall sections J & K (591-01B-JK)	-	542,289	-	107,711	650,000	78,323	-	-	-	78,323	571,677
79	St. Andrews Gate Improvements (723-14)	-	50,000	-	-	50,000	9,978	3,870	-	3,870	13,848	36,153
79	Perimeter wall sections L & M (591-01B-LM)	-	900,000	-	-	900,000	628,042	216,659	13,928	230,586	858,629	41,371
79	Landscape Replacement- Admin./HCC Palm Island, J Island, Pump Island (794-16) (Completed as 3/13/17)	-	10,249	-	395	10,644	-	10,644	-	10,644	10,644	-
79	Street Paving Project- Phase one (Cedar Crest, Knollwood, Fairfield/Prestwick, Shawnee...) (764-16)	-	600,000	-	-	600,000	-	25,840	146,534	172,374	172,374	427,626
79	Street Paving Project- Phase two ( St. Andrews Drive )	600,000	-	-	-	-	-	-	-	-	-	-
79	Main Gate Entrance- Landscape and Hardscape Improvements (825-17)	229,000	-	125,000	-	125,000	-	-	17,801	17,801	17,801	107,199
79	Replace and Purchase Four Traffic Signal Poles	-	-	36,000	-	36,000	-	-	-	-	-	36,000
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (738-15)	-	-	237,800	-	237,800	-	-	-	-	-	237,800
79	Painting St. Andrews and North Gate Buildings	-	-	2,875	-	2,875	-	-	-	-	-	2,875
<b>Total Planned Reserve Expenditures</b>		<b>1,229,000</b>	<b>3,969,404</b>	<b>1,593,631</b>	<b>(243,858)</b>	<b>5,319,377</b>	<b>1,771,507</b>	<b>591,763</b>	<b>189,262</b>	<b>781,026</b>	<b>2,552,532</b>	<b>2,766,845</b>

2017 Capital Plan

Center	Description	Prior Approved	2017 Budget	Additional Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD Expenditures	Allocated Funds
								Jan-Jul	Aug	Total		
32	Barcode label printer	1,000				1,000	-	-	-	-	-	1,000
32	Purchasing Office Improvements (805-17) (Completed as 7/28/17)	-		20,600	(9,990)	10,610	-	10,610	-	10,610	10,610	-
33	Purchase 1 GEM Vehicle	-		1,500		1,500	-	1,500	-	1,500	1,500	-
34	CH4 Technology Enhancements (773-16T) (Completed as 7/28/17)	44,000			(32,743)	11,257	-	11,257	-	11,257	11,257	-
34	Axxerion/Jenark System (5000-14J-A)	250,017		50,000		300,017	240,661	11,963	3,300	15,263	255,924	44,093
34	Surveillance Cameras	13,000				13,000	63	3,668		3,668	3,730	9,270
34	Visual Display Solutions	22,000			(22,000)	-	-	-	-	-	-	-
37	Sound Proofing Panels @ Main Gate Lobby	2,000				2,000	-	-	-	-	-	2,000
47	RV Lot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17)	-		28,000		28,000	-	12,478	2,500	14,978	14,978	13,022
48	Pool Area Planning- replace/enhance or modify	-		25,000		25,000	-	-	-	-	-	25,000
51	Dust Extraction Units	-		1,000	(321)	679	-	679	-	679	679	-
52	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	4,500
52	Clubhouse Interior Improvements (Multipurpose Court)	-	250,000		(250,000)	-	-	-	-	-	-	-
52	Clubhouse Griddle Electrical Upgrade (812-17) (Completed as 7/28/17)	-		7,000	(2,356)	4,644	-	4,644	-	4,644	4,644	-
52	Clubhouse Upgrades (773-16)	22,150				22,150	4,189	14,971		14,971	19,160	2,990
55	Building 5 first floor remodel- Design (765-16) (Completed as 8/30/17)	1,600			(950)	650	650	-	-	-	650	-
55	Conference Room B Remodel (772-16) (Completed as 4/20/17)	39,058				39,058	39,058	-	-	-	39,058	-
55	Building 5 first floor remodel- Relocate Recreation Offices (831-17)	-	30,000	10,000	(30,000)	10,000	-	-	-	-	-	10,000
55	Add Purchasing Sales Center	-	25,000		(25,000)	-	-	-	-	-	-	-
55	Relocation Project- Distribution relocated to Building 5, Modify Stock Transfer, Install sound suppression Conf. RM B&C (816-17)	-		20,862		20,862	-	1,566	11,029	12,586	12,586	8,276
56	Install Air Walls	-	25,000		(5,000)	20,000	-	9,051		9,051	9,051	10,949
70	Purchase 1 GEM Vehicle	-		3,450		3,450	-	3,450		3,450	3,450	-
74	Purchase Trailer for Kubota Backhoe	-		2,694		2,694	-	-		-	-	2,694
79	Landscape CH3 Library Patio	6,000			(6,000)	-	-	-	-	-	-	-
79	Resales Office Remodel (725-14) (Completed as 3/13/17)	70,000			(9,897)	60,103	54,652	5,451		5,451	60,103	-
79	Pedestrian Gate at Northwood Road (820-17)	28,143				28,143	-	4,800		4,800	4,800	23,343
79	Main Gate Landscape Architect (790-16)	8,000				8,000	-	6,250		6,250	6,250	1,750
79	Sidewalk addition at Medical Center Building to Conference RM B (784-16) (Completed as 3/13/17)	30,000			(550)	29,450	24,525	4,925		4,925	29,450	-
79	Red Curb Review Study (796-16)	9,720				9,720	-	9,720		9,720	9,720	-
79	Nassau Drive Landscaping (797-16) (Completed as 3/13/17)	6,450				6,450	-	6,450		6,450	6,450	-
79	Landscape Replacement- South Side Hill at Amphitheater/ HCC (795-16) (Completed as 3/13/17)	3,206			74	3,280	-	3,280		3,280	3,280	-
79	Concrete Replacement and Landscaping at South end of Building 5 (793-16)	16,500				16,500	14,500	1,197		1,197	15,697	803
79	Upgrade 1.8 acres for Rolling Thunder Golf Cart Club (806-17)	-	19,200			19,200	-	11,571		11,571	11,571	7,629
79	Conduct Traffic Control Evaluation at Oakmont/St. Andrews & Interlachen/St. Andrews (807-17)	-	2,200			2,200	-	1,013	1,188	2,200	2,200	-
79	Install Physio-Control LIFEPAK CR & Automated External Defibrillators	-	28,000		(3,487)	24,513	-	24,513		24,513	24,513	-
79	Add railings and stairs to Post Office (811-17)	-	10,100			10,100	-	9,100		9,100	9,100	1,000
79	Replace back up generator for Server, phone, radio- Amphitheater/Administration Buildings (817-17)	-	35,000			35,000	-	17,495		17,495	17,495	17,505
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (738-15)	-	35,000			35,000	-	-		-	-	35,000
79	CH3 and CH4 Entrance Triangle Landscaping	-	1,635			1,635	-	1,635		1,635	1,635	-
79	On Site Post Office Painting (828-17)	-		1,500		1,500	-	-		-	-	1,500
Total Planned Capital Acquisitions		586,594	330,000	303,741	(398,541)	821,794	378,298	203,155	18,017	221,172	599,470	222,324



---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE  
**SUBJECT:** CDAR PURCHASE  
**DATE:** SEPTEMBER 19, 2017  
**CC:** FILE

---

At the regular scheduled meeting of the Finance Committee on September 19, 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 September 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:**

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.

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY





---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE  
**SUBJECT:** 2018 OPERATING BUDGET  
**DATE:** SEPTEMBER 19, 2017  
**CC:** FILE

---

May 2017 commenced the 2018 budget planning process, and In July, first run draft budgets were presented to respective committees. In August, committees performed a second and final review of their respective cost center budgets and made revisions as necessary. In consideration of the aging infrastructure and the additional service demands from the Mutual Corporations, the proposed 2018 operating budget shows increases in full-time equivalents by 3.06 or \$395,700 in salaries, wages and benefits as well as an increase in operating expenses of \$321,875 offset by an increase in revenues of \$93,000. Operating expenses include an additional \$50,000 in contributions to the replacement reserve fund. Net operating expenses result in an increase of \$8.01 per apartment per month for 2018.

At the special Finance Committee meeting held on September 19, the Committee performed a final review on the 2018 operating budget. After deliberation, the Committee made no further changes. In summary, extensive care was taken in developing the operating budget for 2018. The Finance Committee duly moved and approved to, recommend to the Board approval of the final draft budget (exhibits attached).

I move to recommend the GRF Board approve the 2018 Golden Rain Foundation

Operating Budget of \$12,108,155 or \$152.70 per apartment, per month, an increase of \$8.01 per apartment, per month, over the 2017 Operating Budget.



**2018 GRF Budget Status**  
by Committee

Committee	C/C	2018	2017	Variance	%	Notes
ADRC	ADR	223,247	6,720	216,527	3222.1%	8/25/2017 - Accepted; send to FC
Committee	C/C	2018	2017	Variance	%	Notes
Communications	34	314,958	346,098	(31,140)	-9.0%	8/10/2017 - Accepted; send to FC
	36	21,771	(10,863)	32,634	-300.4%	8/10/2017 - Accepted; send to FC
	Total	336,729	335,235	1,494	0.4%	
Committee	C/C	2018	2017	Variance	%	Notes
Executive	20	299,552	288,480	11,072	3.8%	8/11/2017 - Accepted; send to FC
	22	23,877	24,694	(817)	-3.3%	8/11/2017 - Accepted; send to FC
	29	32,984	35,731	(2,747)	-7.7%	8/11/2017 - Accepted; send to FC
	30	1,022,343	942,783	79,560	8.4%	8/11/2017 - Accepted; send to FC
	55	30,506	29,417	1,089	3.7%	8/11/2017 - Accepted; send to FC
	Total	1,409,262	1,321,105	88,157	6.7%	
Committee	C/C	2018	2017	Variance	%	Notes
Finance	31	986,764	984,934	1,830	0.2%	8/14/2017 - Accepted; send to FC
	32	267,323	265,267	2,056	0.8%	8/14/2017 - Accepted; send to FC
	39	(481,657)	(425,277)	56,380	-13.3%	8/14/2017 - Accepted; send to FC
	60	(564,000)	(564,000)	-	0.0%	8/14/2017 - Accepted; send to FC
	65	1,200,000	1,150,000	50,000	4.3%	8/14/2017 - Accepted; send to FC
	Total	1,408,430	1,410,924	(2,494)	-0.2%	
Committee	C/C	2018	2017	Variance	%	Notes
MAC	33	63,582	170,963	(107,381)	-62.8%	8/8/2017 - Accepted; send to FC
	44	165,257	0	165,257	-	8/8/2017 - Accepted; send to FC
	MAC	492,889	473,617	19,272	4.1%	8/8/2017 - Accepted; send to FC
	Total	721,728	644,580	77,148	12.0%	
Committee	C/C	2018	2017	Variance	%	Notes
Physical Properties	70	1,114,556	1,020,689	93,867	9.2%	8/7/2017 - Accepted; send to FC
	74	1,022,025	965,064	56,961	5.9%	8/7/2017 - Accepted; send to FC
	75	220,220	236,203	(15,983)	-6.8%	8/7/2017 - Accepted; send to FC
	79	370,724	480,976	(110,252)	-22.9%	8/7/2017 - Accepted; send to FC
	Total	2,727,525	2,702,932	24,593	0.9%	
Committee	C/C	2018	2017	Variance	%	Notes
Recreation	35	344,695	329,061	15,634	4.8%	8/2/2017 - Accepted; send to FC
	40	490,966	418,016	72,950	17.5%	8/2/2017 - Accepted; send to FC
	45	245,203	218,373	26,830	12.3%	8/2/2017 - Accepted; send to FC
	46	224,792	217,658	7,134	3.3%	8/2/2017 - Accepted; send to FC
	47	(29,786)	0	(29,786)	-	8/2/2017 - Accepted; send to FC
	48	139,496	142,276	(2,780)	-2.0%	8/2/2017 - Accepted; send to FC
	49	1,182,744	1,124,668	58,076	5.2%	8/2/2017 - Accepted; send to FC
	51	41,372	41,835	(463)	-1.1%	8/2/2017 - Accepted; send to FC
	52	46,147	46,931	(784)	-1.7%	8/2/2017 - Accepted; send to FC
	53	46,218	47,785	(1,567)	-3.3%	8/2/2017 - Accepted; send to FC
	54	49,735	48,242	1,493	3.1%	8/2/2017 - Accepted; send to FC
	56	142,574	140,379	2,195	1.6%	8/2/2017 - Accepted; send to FC
	Total	2,924,156	2,775,224	148,932	5.4%	
Committee	C/C	2018	2017	Variance	%	Notes
Security, Bus, Traffic	37	1,676,816	1,580,145	96,671	6.1%	8/9/2017 - Accepted; send to FC
	38	680,262	696,653	(16,391)	-2.4%	8/9/2017 - Accepted; send to FC
	Total	2,357,078	2,276,798	80,280	3.5%	
Totals		\$12,108,155	\$11,473,518	\$634,637	5.5%	
Month		1,009,013	956,127	52,886		
Unit		\$152.70	\$144.69	\$8.01		

\* Pending final Board approval



Golden Rain Foundation							
2018 Operating Budget							
By Line Item							
				PAPM	PAPM	Change	
Account	Title	2018	2017	2018	2017	Annual	PAPM
<b>Salaries, Wages and Benefits:</b>							
6100000	Salaries and wages	\$ 7,883,590	\$7,575,890	99.42	95.54	\$ 307,700	3.88
6101000	Commissions	42,000	42,000	0.53	0.53	\$ -	0.00
6140000	Payroll Taxes	671,435	643,901	8.47	8.12	27,534	0.35
6142000	Workers' Compensation	396,314	406,681	5.00	5.13	(10,367)	(0.13)
6143000	Group Insurance - Medical	843,432	794,352	10.64	10.02	49,080	0.62
6143300	Group Insurance - Dental	18,024	16,236	0.23	0.20	1,788	0.03
6143500	Group Insurance - Vision	11,304	11,592	0.14	0.15	(288)	(0.01)
6144000	Retirement Contributions	154,450	140,608	1.95	1.77	13,842	0.18
6145000	Group Insurance - Life, AD & D	30,636	27,696	0.39	0.34	2,940	0.05
6146000	Long Term Disability	35,760	32,304	0.45	0.41	3,456	0.04
<b>Total Salaries, Wages and Benefits</b>		<b>\$ 10,086,945</b>	<b>\$ 9,691,260</b>	<b>127.21</b>	<b>122.22</b>	<b>\$ 395,685</b>	<b>\$ 4.99</b>
<b>Operating and Fixed Expenses:</b>							
621XXXX	Employee Related Expenses	\$ 87,491	\$65,978	1.10	0.83	21,513	0.27
6211000	Continuing Education	20,226	14,876	0.26	0.19	5,350	0.07
6214000	Meals & Special Events	21,445	18,605	0.27	0.23	2,840	0.04
6215000	Mileage	11,691	8,199	0.15	0.10	3,492	0.05
6217000	Uniforms & Laundry	36,296	33,119	0.46	0.42	3,177	0.04
6410000	Materials & Supplies	368,922	378,509	4.65	4.77	(9,587)	(0.12)
6420100	Electricity	355,995	355,411	4.49	4.48	584	0.01
6422000	Telephone	86,221	81,327	1.09	1.03	4,894	0.06
6424100	Trash	109,992	82,692	1.39	1.04	27,300	0.35
6425100	Natural Gas	24,446	22,450	0.31	0.28	1,996	0.03
6432100	Audit Fees	143,000	138,500	1.80	1.75	4,500	0.05
6434100	Legal Fees	160,525	122,525	2.02	1.54	38,000	0.48
6435100	Bank Service Fees	15,461	12,896	0.19	0.16	2,565	0.03
6438000	Other Professional Fees	81,300	162,924	1.03	2.05	(81,624)	(1.02)
6444000	Equipment Rental	46,954	30,344	0.59	0.38	16,610	0.21
6471000	Building Repairs & Maintenance	25,796	21,002	0.33	0.26	4,794	0.07
6472XXX	Equipment Repairs & Maintenance	126,224	111,760	1.59	1.41	14,464	0.18
6473000	Hazardous Material Disposal	8,496	2,796	0.11	0.04	5,700	0.07
6474100	Janitorial	1,153,744	1,097,668	14.55	13.84	56,076	0.71
6475100	Landscape Maintenance	367,519	327,936	4.63	4.14	39,583	0.49
6476000	Sewer Maintenance	35,146	31,452	0.44	0.40	3,694	0.04
6476500	Street Repair and Maintenance	26,760	26,760	0.34	0.34	0	0.00
6477210	Pest Control	12,812	11,762	0.16	0.15	1,050	0.01
6478000	Service Contracts	102,691	87,819	1.30	1.11	14,872	0.19
6481000	Computer Maintenance & Software	54,639	56,072	0.69	0.71	(1,433)	(0.02)
6481500	Community Entertainment	331,716	279,520	4.18	3.53	52,196	0.65
6482000	Dues & Membership Fees	13,405	15,297	0.17	0.19	(1,892)	(0.02)
6482500	Election Expense	60,000	63,070	0.76	0.80	(3,070)	(0.04)
6483XXX	Vehicle Fuel	81,238	91,935	1.02	1.16	(10,697)	(0.14)
6483201	Annual Mailouts	12,765	19,687	0.16	0.25	(6,922)	(0.09)
6483500	Newspaper Distribution	135,124	117,200	1.70	1.48	17,924	0.22
64835XX	Printing	264,178	265,710	3.33	3.35	(1,532)	(0.02)
6484000	Permits & Licenses	33,214	30,452	0.42	0.38	2,762	0.04
6484500	Postage	30,000	36,000	0.38	0.45	(6,000)	(0.07)
6485500	Record Retention	1,920	1,800	0.02	0.02	120	0.00

Golden Rain Foundation							
2018 Operating Budget							
By Line Item							
Account	Title	2018	2017	PAPM 2018	PAPM 2017	Change	
						Annual	PAPM
<b>Operating and Fixed Expenses: (continued)</b>							
6721000	Federal & State Income tax	2,000	5,040	0.03	0.06	(3,040)	(0.03)
6731000	Property & Liability Insurance	589,019	540,904	7.43	6.82	48,115	0.61
6731001	Insurance - Other	3,000	-	0.04	0.00	3,000	0.04
6910000	Uncollectible & Misc Writeoffs	7,500	6,000	0.09	0.08	1,500	0.01
8160000	Committee Non-Budgeted Expense	8,000	9,000	0.10	0.11	(1,000)	(0.01)
8161000	Replacement Reserve Funding	1,200,000	1,150,000	15.13	14.50	50,000	0.63
<b>Total Operating and Fixed Expense</b>		<b>\$ 6,256,871</b>	<b>\$5,934,997</b>	<b>78.91</b>	<b>\$ 74.83</b>	<b>\$ 321,875</b>	<b>\$ 4.07</b>
<b>Total Cost of Trust Administration</b>							
<b>Before Other Sources of Income</b>		<b>\$ 16,343,816</b>	<b>\$ 15,626,257</b>	<b>\$ 206.11</b>	<b>197.06</b>	<b>\$ 717,560</b>	<b>\$ 9.06</b>
<b>Other Income Sources:</b>							
5330000	Mutual Management Fee	44,400	44,400	0.56	0.56	0	0.00
5345000	Certificate Prep Fees	238,100	238,100	3.00	3.00	0	0.00
5351100	Parking Fines	9,600	-	0.12	0.00	9,600	0.12
5380332	Trust processing fee	31,740	42,375	0.40	0.53	(10,635)	(0.13)
5385000	Permit Fees & Misc. Income	260,552	241,545	3.29	3.05	19,007	0.24
5891000	SRO Labor Costs Recovery	1,496,391	1,475,812	18.87	18.61	20,579	0.26
5395000	Rental Charges & Other Fees	36,000	32,778	0.45	0.41	3,222	0.04
5395000	Resales Office Rent	488,316	430,716	6.16	5.43	57,600	0.73
5395000	Health Care Center Rent	564,000	564,000	7.11	7.11	0	0.00
5396000	Taxable Other Income	1,800	1,800	0.02	0.02	0	0.00
5396100	Taxable Other Income - STI	68,400	85,560	0.86	1.08	(17,160)	(0.22)
5731500	Advertising	995,879	994,729	12.56	12.54	1,150	0.02
5397100	Interest	45,708	31,826	0.58	0.40	13,882	0.18
5398000	Interest Income Allocation	(45,650)	(31,172)	(0.58)	(0.39)	(14,478)	(0.19)
5540000	Discounts	425	270	0.01	0.00	155	0.01
<b>Total Income From Other Sources</b>		<b>\$ 4,235,661</b>	<b>\$ 4,152,739</b>	<b>\$ 53.42</b>	<b>\$ 52.35</b>	<b>\$ 82,922</b>	<b>\$ 1.06</b>
<b>Net Cost of Trust Administration</b>		<b>\$ 12,108,155</b>	<b>\$ 11,473,518</b>	<b>\$ 152.70</b>	<b>144.69</b>	<b>\$ 634,638</b>	<b>\$ 8.01</b>





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE  
**SUBJECT:** NUVISION LEASE AGREEMENT  
**DATE:** SEPTEMBER 19, 2017  
**CC:** FILE

---

At the September 19, 2017 meeting of the Finance Committee, the Committee moved to recommend to the Board approval of the Management and Lease Agreement (attached) for the use of Trust Property.

NuVision Building



NuVision has stated that they were happy with the existing agreement terms; as the new agreement does not represent substantial changes, NuVision will agree with the terms and conditions.

I move to approve the use of Trust Property, per terms and conditions of the proposed Management and Lease agreement, and authorize the President to sign the agreement.

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

### Preamble and Recitals

This Lease is entered into on November 7, 2017 (Commencement Date), 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. Landlord and Tenant previously entered into a lease in or about November 7, 2007 (the "Original Lease"), which allowed Tenant 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 Original Lease.
- c. Landlord and Tenant now desire to extend the Lease to allow Tenant to continue to lease Tenant's Premises in accordance with the agreement of the parties as set forth in the Lease and this extension.

### 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

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

### Preamble and Recitals

This Lease is entered into on November 7, 2017 (Commencement Date), 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. Landlord and Tenant previously entered into a lease in or about November 7, 2007 (the "Original Lease"), which allowed Tenant 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 Original Lease.
- c. Landlord and Tenant now desire to extend the Lease to allow Tenant to continue to lease Tenant's Premises in accordance with the agreement of the parties as set forth in the Lease and this extension.

### 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 Commencement Date, unless terminated earlier as provided in this Lease. Tenant shall have the option to extend this Lease for one additional term of five years, based upon terms and conditions agreed to by both Landlord and Tenant. 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 RENT

### Annual Rent

Section 2.01. Tenant agrees to pay to Landlord monthly rent of One Thousand Five Hundred Dollars (\$1,500) 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.

Landlord and Tenant 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.

The rent will be subject to price as set forth by the Landlord after the initial five (5) year term of this Lease.

## No Partnership or Joint Venture

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."



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 Tenant's 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 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 5.05. 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 5.06. 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 contractors 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 5.07. 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 structure, or the other Improvement have been duly issued by proper or governmental agencies 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 5.08. 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 5.09. 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 5.10. Title to all Improvements, including the Building to be constructed Landlord's Premises by Tenant, shall be owned by Tenant or 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, 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 as 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 any of 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 VII INDEMNITY AND INSURANCE

#### Indemnity Agreement

Section 7.01. Tenant shall protect, defend 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 (including but not limited to court costs and attorneys' fees) 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 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.

Landlord shall not be liable and Tenant hereby waives all claims against Landlord for any damage to any property or any injury to any person in or about the Premises or Tenant's Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of, landlord or, its agents, employees, or contractors.

#### 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 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, 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 court 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

GOLDEN RAIN FOUNDATION  
("LANDLORD")

\_\_\_\_\_  
Date \_\_\_\_\_  
Linda Stone, GRF President

\_\_\_\_\_  
Type of Print Name

NUVISION FINANCIAL FEDERAL CREDIT UNION  
("TENANT")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type of Print Name





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE  
**SUBJECT:** LEASE AGREEMENT, ON-SITE SALES OFFICE  
**DATE:** SEPTEMBER 19, 2017  
**CC:** FILE

---

At the September 19, 2017 meeting of the Finance Committee, the Committee reviewed the December 31, 2014, lease agreement with Charles Briskey Real Estate, Inc (On-Site Sales), for a three (3) year term.

The Committee duly moved and approved, to recommend to the Board the extension of the agreement until December 31, 2018, under the same terms and conditions (First Amendment to the Resales Lease Agreement attached).

I move to approve First Amendment to the Resales Lease Agreement between the Golden Rain Foundation, Seal Beach and Charles Briskey Real Estate, Inc, for one (1) year, new expiration date of December 31, 2018, and authorize the President to sign the agreement.

## **FIRST AMENDMENT TO RESALES LEASE AGREEMENT**

### **Preamble and Recitals**

This First Amendment to Resales Lease Agreement (this "First Amendment") is entered into on \_\_\_\_\_ 2017, by and between GOLDEN RAIN FOUNDATION, a California non-profit Corporation, hereinafter referred to in this First Amendment as "Lessor," and CHARLES BRISKEY REAL ESTATE, INC., a California corporation, hereinafter referred to in this First Amendment as "Lessee." Lessor and Lessee shall hereinafter be collectively referred to as the "Parties."

### **Recital**

This First Amendment relates to the specific modification and extension of the below-described provision of that certain Lease entered into on January 1, 2015 (the "Lease"), by and between the Parties, and providing for the use, rental and occupancy for the sole purpose of conducting real estate sales and escrow operation, of those certain premises situated in the City of Seal Beach, County of Orange, State of California, and more particularly described as follows, to wit: Leisure World Resales Office at 1901 Golden Rain Road, Seal Beach, California ("Premises"). Said Lease is modified only in those particular provisions described herein, and in all other respects and provisions, the Lease shall continue in full force and effect, except as so amended and modified.

### **Amendment to Lease**

FIRST: Paragraph two of the Recitals 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/are deleted and said section as amended shall read as follows, to wit:

"The term of this Lease commences on the 1<sup>st</sup> day of January 2015, and shall be for a period of four (4) years, commencing on said date and continuing through December 31, 2018 ("Initial Term"), unless sooner terminated in accordance with the terms of this Lease. After the expiration of the Initial Term, the Parties have the option to renew the Agreement for an additional three (3) years ("Renewal Term"). The Renewal Term must be agreed to by both Parties in writing prior to the commencement of the Renewal Term."

SECOND: paragraph three of the Recitals shall be amended to read as follows:

"LESSEE shall pay LESSOR during the period January 1, 2015 through December 31, 2018, a monthly rental fee of 54% of the gross monthly commission, which is the 3.5% income from sales generated and is payable in monthly installments in advance on the first day of each month of said period beginning January 1, 2015. The rental fee shall be negotiated 60 days before the beginning of each year thereafter, until 2018.

THIRD: The Paragraph captioned "FOURTH" shall be amended to read as follows:

"As hereinabove provided, this Lease is for the Initial Term of four (4) years, with an optional additional three (3) year Renewal Term by giving written notice of intention to renew which said notice shall be given not less than sixty (60) days prior to the end of the Initial Term of the Lease. Each party to this Lease shall have the right to terminate the Lease at any time without cause by giving written notice of its intention to terminate the Lease, which said notice shall be given one hundred and eighty (180) days prior to the end of the Initial Term of the Agreement or any Renewal Term or extension thereof."



As hereinbefore provided, Lessor and Lessee each agree that, except as amended by this First Amendment, all provisions of the Lease shall continue to prevail in each and every respect.

The Parties have hereunto executed this First Amendment to Charles Briskey Real Estate, Inc. Resales Lease Agreement effective on the date hereinabove set forth at Seal Beach, California.

Attest:

**GOLDEN RAIN FOUNDATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**CHARLES BRISKEY REAL ESTATE, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Elaine Briskey, President

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE  
**SUBJECT:** NSBN, LLP ENGAGEMENT LETTER  
**DATE:** SEPTEMBER 19, 2017  
**CC:** FILE

At the regular Finance Committee meeting held on September 19, 2017, Johnny Minassian from NSBN LLP spoke to the members about the upcoming financial audit for 2017. Mr. Minassian spoke about a change he proposes to implement to the engagement letter relating to the 2017 financial audit. The change would incorporate the signatures of each Mutual president in addition to the Golden Rain Foundation president. Each Mutual board will have a copy of the engagement letter prior to the commencement of the audit which has not been a practice in the past. The reasoning behind this change is to bring additional awareness of the responsibilities to those charged with governance. Signing the engagement letter will not increase responsibilities to Mutual board members with respect to the annual financial audit.

Following Mr. Minassian's presentation, the committee discussed the change in procedures and passed a motion to recommend to the GRF Board to authorize the president to sign the 2017 annual financial audit engagement letter and to allow the Director of Finance to coordinate with each Mutual Corporation to present at their next board meeting the 2017 annual financial audit engagement letter providing authorization to their respective president to sign the engagement letter.

I move to authorize the President to sign the 2017 annual financial audit engagement letter and to allow the Director of Finance to coordinate with each Mutual Corporation to present at their next board meeting the 2017 annual financial audit engagement letter, providing authorization to their respective President to sign the engagement letter.

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION COMMITTEE  
**SUBJECT:** MUTUAL ADMINISTRATION RECORDING SECRETARIES WORK STATION  
REPLACEMENT, CAPITAL FUNDING  
**DATE:** AUGUST 28, 2017  
**CC:** FILE

---

At the September 12, 2017 meeting of the Mutual Administration Committee, the Committee reviewed staffs' request to replace the Mutual Administration Recording Secretaries Work Stations due to age and ergonomics.

*Existing Work Station*



Suitable replacement work stations have been replaced in other departments from Talimar Systems. Talimar has provided a design and associated costs (see attached) to replace the work stations in the amount of \$3,786.34 (including tax, shipping and installation).

At the September 18, 2017 Finance Committee meeting, the Committee moved and approved Capital Funding, in the amount of \$3,800.



I move to approve the replacement of the Trust assets identified as the Mutual Administration Recording Secretaries Work Stations, Capital funding, in the amount of \$3,786.34, and authorize the Executive Director to initiate the purchase.



3105 WEST ALPINE  
SANTA ANA, CA 92704  
(714) 557-4864

**GOLDEN RAIN FOUNDATION**  
**1280 GOLDEN RAIN RD.**  
**SEAL BEACH, CA 90740**

CONTACT: **MARK WEAVER**  
PHONE: (562) 431-6586  
FAX:  
E-MAIL: [MARKW@LWSB.COM](mailto:MARKW@LWSB.COM)

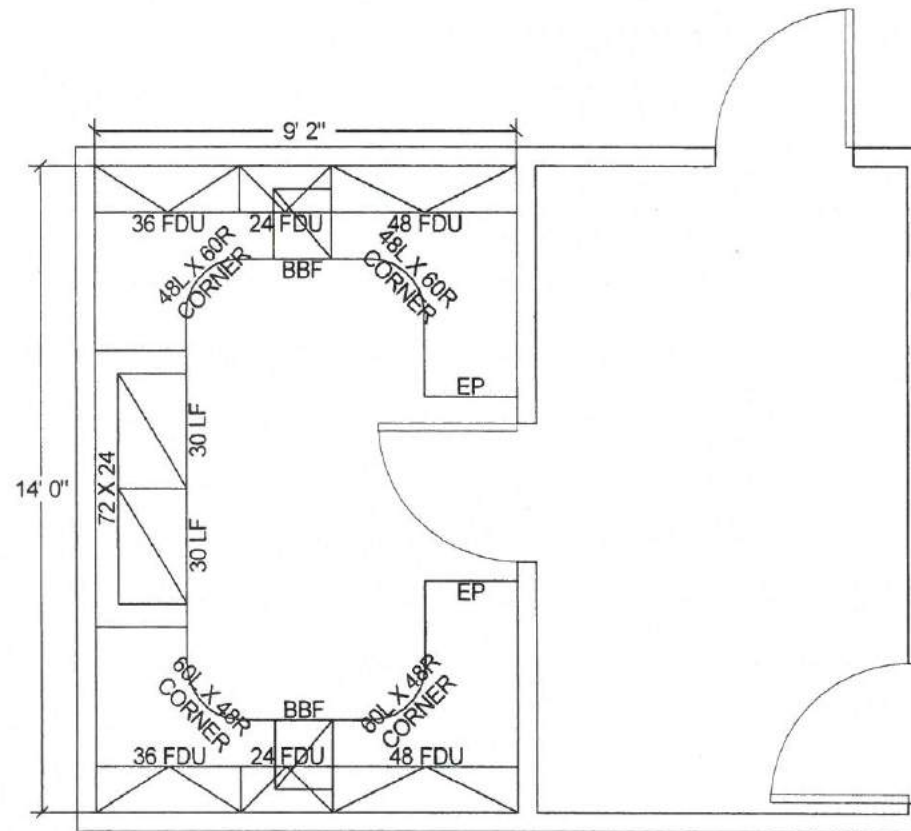
**GOLDEN RAIN - 2ND FLR ADMIN WORKSTATIONS - REVISED 08/01/2017**

QUANTITY	PRODUCT DESCRIPTION	UNIT NET	EXTENDED NET
2	<b>SYSTEMS FURNITURE WORKSTATIONS PER PLAN</b> U-SHAPED DESK WORKSTATION SETUPS PER PLAN INCLUDING BOX/BOX/FILE PEDESTALS, 30" WIDE 2-DRAWER LATERAL FILES LOCKING OVERHEAD STORAGE BINS AND ALL REQUIRED SUPPORTS AND HARDWARE <b>ASSEMBLY &amp; INSTALLATION INCLUDED IN PRICE</b> <b>FABRICS &amp; FINISHES: TO MATCH PREVIOUS INSTALLATIONS</b>	\$ 1,732.00	\$ 3,464.00

Total extended net price:	\$ 3,464.00
Complete Freight & Delivery:	\$ 250.00
Additional Discounting Provided:	\$ (200.00)
Tax: 7.75%	\$ 272.34
<b>TOTAL:</b>	<b>\$ 3,786.34</b>

**50% deposit required on all orders. All orders final.**

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
signature  
\_\_\_\_\_  
print name



Furniture Plan For:

## GOLDEN RAIN - 2ND FLR ADMIN

DATE: AUGUST 01, 2017

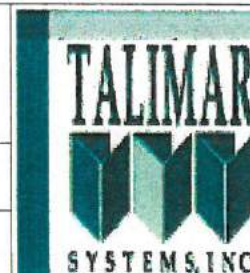
DRAWN BY: BRANDON WEDELL

SCALE: 1/4" = 1'

JOB NO. : GOLDENRAIN\_2NDFLRADMIN\_080117.SKF

APPROVED BY:

DATE:



## Talimar Systems

3105 W Alpine St.  
Santa Ana, CA 92704  
800.776.7650

714.557.4884  
714.557.6107 Fax  
Brandon@talimarsystems.com

THIS PRINT IS THE PROPERTY OF TALIMAR SYSTEMS. THIS PRINT IS ALSO SUBJECT TO RETURN UPON REQUEST. COPIES OF ALL OF PART OF THIS PRINT MAY NOT BE MADE WITHOUT WRITTEN CONSENT OF TALIMAR SYSTEMS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS ON THIS PRINT. CONTRACTORS WILL VERIFY AND BE RESPONSIBLE FOR ALL BUILDING DIMENSIONS AND CONDITIONS ON THE JOB.



Foundation Foundation

Golden Rain Foundation

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 (**FINAL VOTE**)  
**DATE:** SEPTEMBER 26, 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 draft was published in the August 3rd 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 were received.

I move to ratify Policy 1201-33, Photo ID Cards, to include proposed fee (fines) changes.



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:

1. 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.
3. 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;
  - a. 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.

(Dec 16)

Page 1 of 2



**COMMUNITY OPERATIONS****RESIDENT PARTICIPATION****AMEND****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:

**GOLDEN RAIN FOUNDATION**  
**Seal Beach, California**

(Dec 16)

Page 2 of 2

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION COMMITTEE  
**SUBJECT:** AMEND POLICY 5165-MAC  
**DATE:** SEPTEMBER 12, 2017  
**CC:** FILE

At the Mutual Administration Committee (MAC) meeting on September 12, 2017, the Committee proposed amendments to Policy 5165-MAC, Mutual Administration Committee.

The Committee recommended changing "Function" to "Charter" in the header section, to remove the section pertaining to the composition of the Committee and to add cost Center 44, Copy and Supply Center.

I move to amend Policy 5165-MAC, Mutual Administration Committee.

**GOLDEN RAIN OPERATIONS****COMMITTEE CHARTER FUNCTIONS****Mutual Administration Committee**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Mutual Administration Committee (MAC) and grants to the Committee authority specifically stated within the GRF governing documents, and policies as granted by the BOD or as stated within this policy.

In accordance with Article VIII of the Bylaws, committee chair and members shall be appointed by the GRF President and approved by action of the BOD in accordance with policy 5100-30.

**COMPOSITION:**

~~If the Director from Mutual 17 isn't appointed by the GRF President to this Committee, the Director can be seated as an advisory Director to the MAC Committee if they so choose.~~

**1. PURPOSE:**

Review and recommend policies governing compliance with the management agreements of the sixteen (16) Mutual Corporations. These policies govern the operations of the Mutual Administration and Stock Transfer Departments.

**2. DUTIES:**

1. Post an agenda four (4) days in advance of the Committee meeting;
2. Elect a Vice-Chair at the first meeting;
3. Meet with staff monthly or whenever such meetings are deemed necessary unless canceled by the Chair;
4. The Committee will hear monthly reports from the Mutual Administration, Stock Transfer, Service Maintenance and Security Departments;
5. Review monthly budget comparisons for cost centers MAC, ~~and 33~~ and 44;
6. Review annually the fees associated with the Mutual Administration and Stock Transfer departments (See fee schedule). Recommendations to be forwarded to the Finance Committee;
7. Review policies for cost centers MAC, ~~and 33~~ and 44 annually and send changes to the GRF BOD for approval;
8. Initial approval and recommendation to the Finance Committee of the annual budgets for cost centers MAC, ~~and 33~~ and 44 including Capital requests and upcoming Reserve replacements; and

**GOLDEN RAIN OPERATIONS****COMMITTEE CHARTER FUNCTIONS****Mutual Administration Committee**

9. Furnish a report at the GRF annual meeting.

**3. LIMITATIONS:**

It is to be recognized that the function of the Committee is to act in an advisory and consulting capacity.

Regulatory or supervisory activities affecting employed personnel are functions of Management and not to be encroached upon by any Committee Chairperson or member, either individually or collectively.

Committee does not have the authority to enter into written contracts or oral agreements with any third parties on behalf of the GRF BOD. Authority to authorize contracts and/or expenses rests solely with the BOD.

**Policy**

Adopted: 23 Sept 14

Amended: 24 Feb 15

Amended: 21 June 16

**GOLDEN RAIN FOUNDATION**

Seal Beach, California



THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION COMMITTEE  
**SUBJECT:** RESCIND POLICY 7720, DISTRIBUTION SERVICES  
**DATE:** SEPTEMBER 12, 2017

---

At its meeting on September 12, 2017, the Mutual Administration Committee reviewed Policy 7720, Distribution Services. The Committee recommended the Golden Rain Foundation Board of Directors to rescind the Policy, as it does not belong in the Mutual 7000 series.

I move to recommend the GRF BOD rescind Policy 7720, Distribution Services.

**MUTUAL OPERATIONS****ADMINISTRATIVE SERVICES****RESCIND****Distribution Services**

The GRF Distribution Department provides various types of services to the Mutual Corporations. Shared services are distributed to the Mutuals evenly in the budget process and non-shared services are billed to the Mutuals on a monthly basis.

**Shared Services**

1. Reproduction of Mutual Minutes.
2. Photographing resident shareholders/homeowners and co-occupants for GRF photo-identification cards.

**Non-Shared Services**

1. Reproduction of Mutual-related forms and other material.

Amended: Nov. 86

Amended: Aug 00

(Aug 00)



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION COMMITTEE  
**SUBJECT:** RESCIND POLICY 7740, MESSENGER SERVICE  
**DATE:** SEPTEMBER 12, 2017

---

At its meeting on September 12, 2017, the Mutual Administration Committee reviewed Policy 7740, Messenger Services. The Committee recommended the Golden Rain Foundation Board of Directors to rescind the Policy, as it does not belong in the Mutual 7000 series.

I move to recommend the GRF BOD rescind Policy 7740, Messenger Service.

**MUTUAL OPERATIONS****ADMINISTRATIVE SERVICES****RESCIND****Messenger Service – Except Mutual Nine**

The Stock Transfer Office provides internal and U.S. Postal delivery services. Interdepartmental service includes all GRF departments, as well as the Library, Resales Office and Health Care Center.

A schedule for the above service can be obtained in the Stock Transfer Office.

**AMENDMENTS:**

Amended: Nov 86  
Amended: Aug 00

**RESCINDED:**

NINE: 08-08-16

(Aug 16)





Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** RECREATION COMMITTEE  
**SUBJECT:** AMEND POLICY 1411-50, RECREATIONAL FACILITIES  
**DATE:** SEPTEMBER 6, 2017

---

At its meeting on September 6, 2017, the Recreation Committee reviewed Policy 1411-50, Recreational Facilities. The Committee recommended the Golden Rain Foundation Board of Directors to amend the Policy, refining the Policy language, amending the latest reservation from 10:30 p.m. to 10:00 p.m. and updating the Reservations by Outside Organizations section to list Government Agencies and Special Events.

I move to recommend the GRF BOD amend Policy 1411-50, Recreational Facilities, as presented.

## COMMUNITY OPERATIONS

### USE OF COMMUNITY FACILITIES-RESERVATIONS

#### Recreational Facilities

~~The policy of the Golden Rain Foundation (GRF) is that the~~ The Golden Rain Foundation (GRF) Trust facilities will be made available for the use of all shareholder/Members. The Recreation Department is ~~designated~~ assigned to schedule the use of the clubhouses and other recreational facilities. ~~for shareholder/members and their organizations.~~ The Recreation ~~Supervisor~~ Department head is responsible for the equitable application of this policy.

Reservations will be planned to provide for the following needs:

1. Facilities for the GRF, Mutual boards and committees;
2. ~~Public~~ Special events sponsored by the Recreation Department;
3. Facilities for religious services; ~~including special services for religious and patriotic Holidays;~~
4. Facilities for Holidays;
5. Programs and/or functions that provide important information or services for the benefit of all shareholder/Members will be determined administratively;
6. Facilities for recognized GRF clubs/organizations;
7. Reservations for private parties must be made by and/or be for shareholder/Members only;
8. All regularly scheduled reservations will be automatically cancelled on the following holidays each year: Thanksgiving, Christmas, New Year's Eve and New Year's Day;
  - a. The Golden Age Foundation ~~can~~ may use the hospitality area of Clubhouse Six (6) on any holiday for the benefit of the shareholder/Members.
9. Some scheduled reservations will ~~will~~ may be canceled on Election Days as required, if the clubhouse is to be used for polling, with advance notice to the club/organization; and
10. The Clubhouse Two (2) Card Room is unavailable for reservations and is open for use on a first come first basis whenever the clubhouse is open.

## COMMUNITY OPERATIONS

### USE OF COMMUNITY FACILITIES-RESERVATIONS

#### Recreational Facilities

##### Reservation Procedures

The Recreation Department will supply Community Facility Application forms for ~~Members~~ anyone desiring to make a reservation in a clubhouse or other recreational facility.

- 1) GRF, Mutual boards and committees may make a reservation for meetings without the completion of the standard form.
- 2) The club or organization desiring a reservation must designate a responsible ~~shareholder~~ Member to arrange for the reservation and the setup required. Any communication between the Recreation Department and the club will be through the designated ~~shareholder~~ Member.
- 3) ~~Shareholder~~ Members must pay a \$200 deposit to use a clubhouse or the Clubhouse One (1) Picnic area. The deposit must be paid ten (10) days prior to the event as a good faith deposit against any damage to the facility or overtime charges. (See policy 1406-50) The deposit will be returned or refunded, less any fee for damages or overtime, within ten (10) working days.
- 4) The facility must be signed for at the time the request is made.
- 5) A complete setup plan must be in the Recreation Office ten (10) days prior to a booked event or the event is automatically canceled. If a caterer is to be used, the caterer's name must be on the application. (See policy 1431-50, ~~Liability Insurance-Caterers~~.)
- 6) ~~Clubs~~ or Organizations registered with the Recreation Department may make a clubhouse reservation for as many as three (3) meeting periods per week on a regular basis, subject to availability.
- 7) The limitation on private parties is intended to limit the use of the clubhouse facilities to functions directly related to ~~shareholder~~ Members. Functions honoring nonmembers, or relating to nonmembers, cannot be scheduled. Reservations and arrangements can only be made in person by a ~~shareholder~~ Member.
- 8) Adult classes sponsored by the GRF will be supervised by the Recreation Department and will be given the same status as a reservation for recognized clubs. The use of a room or facility and its equipment by a regularly scheduled class will be available only to regularly enrolled students in that class. (See policy 1710-50.)



## COMMUNITY OPERATIONS

### USE OF COMMUNITY FACILITIES-RESERVATIONS

#### Recreational Facilities

- 9) Individuals may not reserve any community facility on a regular basis.
- 10) All reserved activities in the clubhouses will be held between the hours of 7:30 am and 10:30 pm. Any event extending beyond these hours will be charged overtime at the current rate in accordance with the janitorial contract. In the event of overtime, a minimum of one hour increments will be charged.
  - a) In order for arrangements to be made with the janitorial contractor to provide the appropriate number of staff, advance notice of possible overtime must be given by the shareholder/Member at the time the reservation is made.

#### Clubhouse Cleaning Standards

All clubs/organizations and associations using GRF Trust kitchen facilities are to be held responsible for the cleaning of kitchens and kitchen equipment. All facilities and appliances are to be left clean and orderly.

1. All dishes and silverware is are to be properly washed, and dried and placed neatly in the cupboards and drawers.
2. ~~Dishes are to be removed from the dishwashers and placed neatly in the cupboards.~~
2. Refrigerators, stove tops, ovens, coffee urns and dishwashers are to be left clean.
  - a) The coffee urns are to be assembled in a unit following cleaning and drying.
3. Counter tops and table tops are to be thoroughly scrubbed and washed down.
4. Shelves from refrigerators and stoves which have been removed are to be replaced.
5. All areas of the Clubhouse One (1) Picnic Area must be cleaned by the reserving shareholder/Member, except for the BBQ, which will be cleaned by the custodian.

When an Member individual or club/organization does not leave the kitchen facilities in a reasonably clean and sanitary condition, the clubhouse custodian will do the necessary cleaning and report time and cost involved to the Recreation Department. The Member or club/organization having last used the facilities will be charged. Any such charge must be paid before the Member or club/organization can make any further reservations for future use of any community Trust facility. The Recreation Supervisor Department is

## COMMUNITY OPERATIONS

### USE OF COMMUNITY FACILITIES-RESERVATIONS

#### Recreational Facilities

authorized to refuse further use of the Trust the facilities of the clubhouses to any individual Member or club/organization which does not comply with the cleaning standards. This authority includes the right to decide who has violated the regulation. The reports made by the clubhouse custodian may be used as evidence in this determination.

#### Reservations by Outside Organizations

The Executive Director, with the Recreation Committee's approval, is authorized to permit outside organizations and persons to use the clubhouse facilities when, in his or her opinion, a service will be performed which will be of benefit to the GRF shareholder/Members.

This policy is interpreted to include, but not be restricted to, the following:

1. Elected Officials;
2. Utility company representatives;
3. Governmental Agencies Department of Motor Vehicles; and
4. Special events.

The Executive Director is authorized to approve the following without the Recreation Committee's prior approval:

1. Registrar of Voters and official polling places.

#### Amphitheater Reservations

All uses of the Amphitheater and stage are by reservations is scheduled by the Recreation Department.

Priorities for Amphitheater and stage use are:

1. Golden Rain Foundation (GRF) and Mutual annual or special stockholder's meetings;
2. Recreation Department sponsored programs and public functions; or
3. Recognized club meetings and programs needing large seating capacity.



## COMMUNITY OPERATIONS

### USE OF COMMUNITY FACILITIES-RESERVATIONS

#### Recreational Facilities

#### Political Meetings

4. Any recognized political club of the GRF may obtain reservations for the Amphitheater and stage when they desire to hold an event.
5. ~~The reservation will be made through the Recreation Department.~~
6. The club sponsoring the meeting will be required to meet the following special conditions:
  - a. Accept full financial responsibility for any facilities or services provided at the request of the news media or the political organization involved;
  - b. ~~Accept the responsibility of notifying~~ **Notify** any concerned individuals that guests other than the official party can be admitted only by individual invitation extended by a ~~shareholder~~ **Member** of GRF;
  - c. ~~Accept the responsibility for giving~~ **Give** written notice to staff members where their participation or assistance is requested; and
  - d. Hire any staff needed to ensure the fire-permit rules and regulations are enforced. These include capacity limits (2,500) and ensuring no one sits or stands in the aisles.
7. The Security **Services Director** ~~Chief~~ is responsible for making the necessary contacts with the Seal Beach Police Department and security personnel accompanying the official party.

#### **Policy**

Adopted: 16 Feb 65  
 Amended: 21 Jun 66  
 Amended: 18 May 71  
 Amended: 21 Jan 75  
 Amended: 21 Oct 75  
 Amended: 15 Jul 80  
 Amended: 21 Jun 83  
 Amended: 19 Mar 85  
 Amended: 20 Nov 90  
 Amended: 08 Mar 94

**GOLDEN RAIN FOUNDATION**  
**Seal Beach, California**

**COMMUNITY OPERATIONS****USE OF COMMUNITY FACILITIES-RESERVATIONS****Recreational Facilities**

Amended: 19 Mar 96  
Amended: 16 Oct 01  
Amended: 16 Sep 03  
Amended: 22 Apr 14  
Amended: 28 Apr 15

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** RECREATION COMMITTEE  
**SUBJECT:** AMEND POLICY 1431-50, LIABILITY INSURANCE  
**DATE:** SEPTEMBER 6, 2017

---

At its meeting on September 6, 2017, the Recreation Committee reviewed Policy 1431-50, Liability Insurance. The Committee recommended the Golden Rain Foundation Board of Directors to amend the Policy, refining Policy language and stating that any deficiencies of the facilities discovered prior to an event should be reported to the custodian.

I move to recommend the GRF BOD amend Policy 1431-50, Liability Insurance, as presented.

## COMMUNITY OPERATIONS

## USE OF COMMUNITY FACILITIES

## AMEND

## LIABILITY INSURANCE

Clubs

All clubs and organizations ~~comprised~~ of ~~shareholder~~/Members of the Golden Rain Foundation (GRF), using space in any ~~community~~ Trust facility, will be covered by the GRF's liability insurance while using a facility.

The limits of liability will be as specified in the current insurance policy.

Caterers

It is the policy of the GRF that any ~~caterer~~ catering firm using space in any ~~recreational~~ GRF Trust facility of the GRF shall be adequately insured for public liability and property damage. A policy containing a minimum of at least one million dollars (\$1,000,000) insurance covering General Liability, Automobile Liability, Workers' Compensation and Employers' Liability is required.

~~To limit any potential liability to the GRF, the following standards must be met:~~

1. ~~Shareholder~~/Members shall notify the Recreation Department when a caterer will be used within any of the GRF's clubhouses, ~~or~~ recreation facilities ~~or any other Trust Properties;~~
2. The term caterer, and the stipulations below, shall apply to any vendor/contractor or GRF ~~shareholder~~/Member who provides, for a fee, a service to ~~the~~ a club/organization in one of the GRF's community facilities ~~or any other Trust Property;~~
3. ~~Shareholder~~/Members, family and/or friends of a club/organization who are compensated over and beyond the actual cost of the food prepared and served, shall be deemed caterers and subject to the conditions stipulated in this policy;
4. A copy of the caterer's insurance policy must be on file in the Recreation Department and the endorsement to the liability policy must show the GRF and Mutuals Nos.1-12 and 14-17 as additional insureds;
5. A signed copy of the contract between the catering company and the club, organization or individual must be on file in the Recreation Department ten (10) days prior to the event;
  - a. The contract shall state that the GRF and Mutuals will not be held responsible for any and all claims, demands, causes of actions, lawsuits, or other disputes or enforcement actions that arise under the agreement with the caterer;
6. Caterers are not permitted to bring any family member, friends or other guests onto GRF



## COMMUNITY OPERATIONS

## USE OF COMMUNITY FACILITIES

## AMEND

## LIABILITY INSURANCE

Clubs

**Trust** property while performing their contractual duties unless they are of working age and have been hired by the caterer for the event. All child labor laws will be adhered to;

7. The club/organization and caterer are required to keep the premises clean and in good condition at all times during the use of the facility, and are responsible for any damage to the premises. ~~The club/organization and caterer~~ **and** are responsible to leave the premises in the condition they were in prior to the event;

8. Any deficiencies of the facilities discovered prior to the event should be reported to the custodian;

9. The club/organization or ~~shareholder~~/**Member** reserving the facility space agrees to indemnify, defend and hold harmless the GRF and its officers, directors and employees from any and all claims, demands, causes of actions, lawsuits and so forth, that arises out of their use of the facility;

10. The club/organization or ~~shareholder~~/**Member** reserving the space is responsible for ensuring that the **caterer** ~~catering company~~ and its **their** employees abide by all rules and restrictions governing the use of the **Trust community** facilities. Further, the club/organization or ~~shareholder~~/**Member** is responsible for supervising the caterer at all times during the use of the ~~space facility~~; **and**

~~12. If a copy of the noted insurance is not provided and/or on file in the Recreation Department, the reserving shareholder/member assumes full responsibility and liability for the caterer while the caterer is on GRF property.~~

11. Any **club/organization** and/or ~~individual~~ **Member** who reserves space in any GRF **Trust** facility is responsible for ensuring that the above stated requirements are met.

Adopted: 01 Aug 88  
Amended: 28 Apr 15  
**Reviewed: 6 Sept 17**

**Golden Rain Foundation**  
**Seal Beach, CA**

THIS  
PAGE  
LEFT  
BLANK  
INTENTIONALLY



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** RECREATION COMMITTEE  
**SUBJECT:** AMEND POLICY 1710-50, ADULT EDUCATION  
**DATE:** SEPTEMBER 6, 2017

---

At its meeting on September 6, 2017, the Recreation Committee reviewed Policy 1710-50, Adult Education. The Committee recommended the Golden Rain Foundation Board of Directors to amend the Policy, refining the Policy language, including "other educational originations or institutions" to provide on site adult classes and "require" rather than "request" relocation of classes to outside of the community, if a majority of the students are from outside the community.

I move to recommend the GRF BOD amend Policy 1710-50, Adult Education, as presented.

**GOLDEN RAIN OPERATIONS****COMMUNITY OPERATIONS****EDUCATIONAL PROGRAMS USE OF COMMUNITY FACILITIES** **AMEND****Adult Education**

1. It is the policy of the Golden Rain Foundation (GRF) Board of Directors (~~BOD~~) to provide ongoing educational opportunities for ~~shareholder~~/Members.
2. The Recreation ~~Supervisor~~ **Department Head**, with the approval of the Recreation Committee, is authorized to enter into agreements with local colleges, universities, and secondary schools **or other educational originations or institutions** to provide on-site adult classes requested by ~~shareholder~~/Members.
3. Community facilities will be made available for such classes under the same status as a recognized club (see Policy ~~Statement~~ 1411-50 - Clubhouse Reservations).
4. The Recreation ~~Supervisor~~ **Department Head** will monitor the attendance at these classes of persons who are not ~~shareholder~~/Members and permit such attendance only when it is necessary in order to provide the class for ~~shareholder~~/Members.
5. Whenever any class held in a GRF community facility has a majority of outside students, the Executive Director and Recreation ~~Supervisor~~ **Department Head** may, with the approval of the Recreation Committee, ~~request~~ **require** that the school or college relocate the class outside the community.

## Policy

Adopted: 21 Jul 81

Amended: 14 Aug 87

Amended: 19 Feb 91

Amended: 31 Jan 95

Amended: 22 Apr 14

Amended: 26 May 15

GOLDEN RAIN FOUNDATION

Seal Beach, California





Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

---

## BOARD ACTION REQUEST

---

**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** RECREATION COMMITTEE  
**SUBJECT:** AMEND POLICY 5135-50, RECREATION COMMITTEE  
**DATE:** SEPTEMBER 6, 2017

---

At its meeting on September 6, 2017, the Recreation Committee reviewed Policy 5135-50, Recreation Committee. The Committee moved to recommend the Golden Rain Foundation Board of Directors amend the Policy, changing the header to Committee "Charter" rather than "Functions" and adding cost center 47, RV Lot.

I move to recommend the GRF BOD amend Policy 5135-50, Recreation Committee, as presented.



**GOLDEN RAIN OPERATIONS****COMMITTEE FUNCTIONS CHARTER AMEND****Recreation Committee**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Recreation Committee (RC) and grants to the Committee authority specifically stated within the GRF governing documents, and policies as granted by the BOD or as stated within this policy.

In accordance with Article VIII of the Bylaws, committee chair and members shall be appointed by the GRF President and approved by action of the BOD in accordance with policy 5100-30.

**1. PURPOSE:**

Oversee the recreational facilities and provide activity opportunities for the general enjoyment of the community.

**2. DUTIES:**

- a. Publish an agenda four (4) days in advance of Committee meeting;
- b. Elect a Vice-Chair at the first meeting;
- c. Meet with the Recreation Department staff at least monthly or whenever such meetings are deemed necessary, unless cancelled by the chair;
- d. Review monthly budget comparison for cost centers 40, 45, 46, 47, 48, 49, 51, 52, 53, 54, and 56;
- e. Receive and analyze requests from GRF Board members, Mutual Boards, Administrative Staff or Members;
- f. Make referrals to the Physical Property Committee for cost and feasibility studies of those projects involving capital construction, additions to or modifications of existing structure or facilities, and/or maintenance thereof, before submitting recommendations to the BOD;
- g. Originate, research, evaluate and develop recreational plans, ideas and programs;
- h. Assist the BOD in understanding compliance with any contracts relating to Recreation;

(May 17)

**GOLDEN RAIN OPERATIONS****COMMITTEE FUNCTIONS CHARTER AMEND****Recreation Committee**

- i. Review all contracts that fall under the purview of this Committee quarterly;
- j. Initial approval and recommendation to the Finance Committee of the annual budget for cost centers 40, 45, 46, 47, 48, 49, 51, 52, 53, 54, and 56, including Capital requests and upcoming Reserve replacements;
- k. Review policies for cost centers 40, 45, 46, 47, 48, 49, 51, 52, 53, 54, and 56 yearly and send recommended changes to the GRF BOD by May for approval; and
- l. Furnish a report at the GRF Annual meeting.

**3. LIMITATIONS:**

It is to be recognized that the function of the Committee is to act in an advisory and consulting capacity.

Regulatory or supervisory activities affecting employed personnel are functions of Management and not to be encroached upon by any Committee Chairperson or member, either individually or collectively.

Committee does not have the authority to enter into written contracts or oral agreements with any third parties on behalf of the GRF BOD. Authority to authorize contracts and/or expenses rests solely with the BOD.

**Policy**

Adopted: 11 Jul 69  
 Revised: 15 Dec 76  
 Revised: 19 Nov 85  
 Revised: 19 Mar 96  
 Amended: 23 May 17

**GOLDEN RAIN FOUNDATION**  
**Seal Beach, California**

(May 17)