



Board of Directors

Agenda
Clubhouse Four
Tuesday, November 22, 2016
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. September 26, 2016 (Special) (pp. 3-4)
 - b. October 25, 2016 (pp. 5-18)
 9. New Business
 - a. Security, Bus & Traffic Committee
 - i. Approve Replacement of Air Conditioning Units in Two Buses – Non-budgeted Funding (Mrs. Perrotti, pp. 19-22)
 - ii. **TENTATIVE APPROVAL:** Adopt Policy 1927-37, Parking Rules for Trust Property (Mr. McGuigan, pp. 23-42)
 - iii. **TENTATIVE APPROVAL:** Adopt Policy 1927.1-37, Fees (Fines) for Parking Rules Violations on Trust Property (Mrs. Tran, pp. 43-46)
 - iv. Adopt Policy 1927.2-37, Parking Rules Violation Panel (PRV) (Mrs. Perrotti, pp. 47-48)

- b. Architectural Design and Review Committee
 - i. Approve Replacement Leisure World Logo and GRF Logo (Ms. Hopewell, pp. 49-50)
 - ii. Approve Allocation of Trust Property, Amphitheater GAF Donor Wall (Ms. Hopewell, pp. 51-54)
- c. Executive Committee
 - i. Approve 2017 Election Materials (Mrs. Reed, pp. 55-64)
 - ii. Adopt Policy 5092-30, Board of Directors' Code of Ethics and Conduct (Mrs. Reed, pp. 65-72)
- d. Finance Committee
 - i. Accept October 2016 Financial Statements for Audit (Mr. Hood, pp. 73-80)
 - ii. Approve Foundation and Mutual Insurance Policies Renewal (Ms. Stone, pp. (pp. 81-84)
 - iii. Approve Golden Age Foundation Lease (Mr. Lukoff, pp. 85-92)
 - iv. Approve Video Producer's Club Lease (Mrs. Perrotti, pp. 93-100)
- e. ITS Committee
 - i. Digital Billboards, Non-budgeted Funding (Ms. Snowden, pp. 101-104)
- f. Physical Property Committee
 - i. Service Maintenance, Removal of Storage Shed/Relocation of Storage Container - Non-budgeted Funding (Mr. Lukoff, pp. 105-106)
 - ii. Engineering Service, Parking Lot Layout – Administration, CH6, Medical Center and Amphitheater Parking Lots - Non-budgeted Funding (Ms. Rapp, pp. 107-108)
 - iii. Approve Contract, Carpet for Video Producers' Room (Mrs. Greer, pp. 109-112)
 - iv. Approve Replacement of Wood Shop Equipment (Mr. Stone, pp. 113-116)
- g. Recreation Committee
 - i. Approve Contract, Library Public Address System - Non-budgeted Funding (Mr. Moore, pp. 117-122)

- ii. Approve Replacement of Library Circulation Desk and Clerk's Desk –
Capital Funding (Ms. Fekjar, pp. 123-124)

10. Staff Reports

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

11. Board Member Comments

12. Next Meeting/Adjournment

- a. **December 27, 2016, 10:00 a.m.**

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 seven October 2016 Committee meetings:

- Minutes of the ITS Committee Board Meeting of October 3, 2016
- Minutes of the Security, Bus & Transportation Committee Board Meeting of October 5, 2016
- Minutes of the Physical Property Committee Board Meeting of October 10, 2016
- Minutes of the Architectural Design and Review Committee of October 11, 2016
- Minutes of the Mutual Administration Committee Board Meeting of October 11, 2016
- Minutes of the Recreation Committee Board Meeting of October 12, 2016
- Minutes of the Finance Committee Board Meeting of October 18, 2016

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

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

Thank you.

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**BOARD OF DIRECTORS SPECIAL MEETING MINUTES
GOLDEN RAIN FOUNDATION
SEPTEMBER 26, 2016**

CALL TO ORDER

President Damoci called the special meeting of the Golden Rain Foundation (GRF) Board of Directors (BOD) to order at 10:00 a.m. on Monday, September 26, 2016, in the Administration Conference Room.

ROLL CALL

The Corporate Secretary reported that Directors R. Stone, Snowden, Pratt, L. Stone, Reed, Hood, Hopewell, Rapp, McGuigan, Greer, Damoci, Lukoff, Tran and Moore were present. Directors Perrotti, Dodero and Scheuermann were absent. Fourteen Board members were present with a quorum of eight.

PLEDGE OF ALLEGIANCE

Mrs. Reed led the Pledge of Allegiance.

SHAREHOLDER/FOUNDATION MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. Shareholders/members must register their requests in advance of the meeting. Comments are limited to four minutes.

Two Shareholder/Foundation members offered comments.

BUSINESS

Golden Rain Foundation Board of Directors Interview of Candidates to fill the Mutual Sixteen Vacancy, led by Vice President L. Stone

At the invitation of the GRF BOD, candidates to fill the vacancy of the GRF Director representing Mutual Sixteen were interviewed by moderator Vice President Linda Stone, addressing written pre-determined questions. The candidates are: Suzanne Fekjar of Mutual 8, Stephen Goodson of Mutual 10, and Carl John Rogers of Mutual 2.

BOARD MEMBER COMMENTS

No Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned at 11:00 a.m.

Joy Reed, Corporate Secretary
GRF Board of Directors
09/26/16/lw



**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
October 25, 2016**

CALL TO ORDER

President Damoci called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 6:00 p.m. on Tuesday, October 25, 2016, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Juan Robledo, Golden Rain Foundation staff member for 43.5 years, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, Corporate Secretary Reed reported that Directors Perrotti, R. Stone, Pratt, Snowden, L. Stone, Reed, Hopewell, Rapp, Hood, McGuigan, Doderio, Scheuermann, Damoci, Lukoff, Tran, Fekjar and Moore were present. Director Greer was absent. Seventeen Directors were present, with a quorum of nine.

PRESIDENTS COMMENTS

The President addressed the receipt of anonymous correspondence directed to Golden Rain Foundation Board of Directors.

ANNOUNCEMENTS/ SERVICE AWARD PRESENTATIONS

The GRF Board of Directors met in Executive Session on October 7, 2016 to discuss legal and contractual matters.

A Mutual and GRF Board Training will take place on Thursday, October 27 in Clubhouse Four from 12:30 – 4:30 p.m.

Please keep an eye on the *Golden Rain News* for the meeting schedule. As a reminder, committee meetings are open to all shareholders.

SERVICE ANNIVERSARIES

The service anniversary awards were deferred until the November meeting.

SEAL BEACH MAYOR'S REPORT

The Mayor of Seal Beach provided a recap of the City of Seal Beach City 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 and comments are limited to four minutes.

Thirty eight shareholder/member offered comments.

The President called for a five minute recess at 7:33 p.m.

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 nine September 2016 Committee meetings:

- Minutes of the Security, Bus & Transportation Committee Board Meeting of September 7, 2016
- Minutes of the Physical Property Committee Board Meeting of September 12, 2016
- Minutes of the Architectural Design and Review Committee of September 13, 2016
- Minutes of the Mutual Administration Committee Board Meeting of September 13, 2016
- Minutes of the Recreation Committee Board Meeting of September 14, 2016
- Minutes of the Executive Committee Board Meeting of September 15, 2016
- Minutes of the Special Security, Bus & Transportation Committee Board Meeting of September 19, 2016
- Minutes of the Finance Committee Board Meeting of September 20, 2016
- Minutes of the Special Community Access Ad Hoc Committee Board Meeting of September 29, 2016

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

TO remove the Minutes of the Security, Bus & Transportation Committee Board Meeting of September 7, 2016 from the consent calendar.

APPROVAL OF BOARD MEETING MINUTES

The minutes of the September 27, 2016 Golden Rain Foundation Board meetings were approved, by general consent of the Board, as distributed.

NEW BUSINESS

General

Trust Property Landscape Services

Spectrum Care Landscape and Irrigation Management, the contractor maintaining Trust Property, has made the decision to discontinue business operations. Their last day of business was October 5, 2016.

Due to the time constraints and the immediate need to maintain the Trust Property landscape, Johns Landscape Maintenance (previous landscape service provider and current service provider for the maintenance of the Golf Course) has agreed to maintain Trust Property landscape for the remainder of the month for the same terms, conditions and amount contracted with Spectrum. They have also agreed to accept a short term agreement with the Golden Rain Foundation for a six (6) month period at the same cost (\$9,900) as the current contract with Spectrum. During this six (6) month period, the Physical Properties Committee will review landscape maintenance specifications and direct staff upon approval of the specifications to begin the process of request for proposals for committee review and ultimate recommendation to the Board.

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

TO approve a six (6) month contract with Johns Landscape Maintenance to provide landscape maintenance services for Trust Property, at a cost of \$9,900 per month, the same amount previously contracted with Spectrum, and to authorize the President to sign the contract.

Architectural Design and Review Committee

Main Gate Landscape Architect

At the regular scheduled meeting of the Architectural Design Review Committee (ADRC) on October 11, 2016, the Committee reviewed proposals from Mission Landscape Architecture, \$6,250 and Bright View Design Group, \$9,500 to develop design concepts for the landscape at the main entry to the community. The requests for proposal were based on the approved Reserve Study, where funding has been allocated in 2017 for the replacement of the landscape and hardscape. The ADRC unanimously agreed to recommend to the Board approval of Mission Landscape Architecture (Exhibit A in the agenda packet) to draft the conceptual plans, at cost not to exceed \$8,000.

At its regular scheduled meeting on October 18, 2016, the Finance Committee (FC) reviewed the availability of funding. As the possible pool area improvement project will not be moving forward at this time, it was suggested the \$25,000 be reallocated into this project (\$8,000) as well as the Clubhouse Two Multi-Use Project for design fees (\$13,750). The FC resolved to reallocate \$25,000 from the 2016 Capital Budget for pool design into this project as well as the Clubhouse Two Multi-Use Project, making Capital Funding available to move forward.

Ms. Hopewell MOVED, seconded by Mr. Moore—

TO award a contract to Mission Landscape Architecture, for \$6,250, to develop and design three (3) design options for landscape at the main entry to the community, as per proposal dated September 6, 2016, and to approve contingency funds of \$1,750, for a total not to exceed \$8,000; funding from reallocated Capital Funds, and authorize the President to sign the contract.

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

The motion was carried with two no votes (Scheuermann and Snowden).

Finance Committee

Accept August 2016 Financials for Audit

At the regular meeting of the Finance Committee on October 18, 2016, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the September 2016 Financial Statements for audit.

Mr. Hood MOVED, seconded by Mr. McGuigan-

TO accept the September 2016 Financial Statements for audit.

The motion was carried with one no vote (Scheuermann).

Non-renewal of Leisure World Trailer Club Lease/Golden Rain Foundation to Manage 5.5 Acre Storage Area

At the regular scheduled meeting of the Finance Committee on October 18, 2016, the Committee reviewed the lease agreement between the Leisure World Trailer Club and GRF. This action was in accordance with Policy 5115-31, the Finance Committee is charged with:

"...Review and make recommendations to the BOD concerning all income producing leases and management agreements..."

The Committee deliberated on the lease agreement between the Golden Rain Foundation of Seal Beach and the Leisure World Trailer Club that will be expiring on December 31, 2016. Upon due review, the Committee duly moved and approved to recommend to the Board the following:

1. It is the recommendation of the Finance Committee not to renew a lease with the Leisure World Trailer Club.
2. It is recommended that the GRF Recreation Department supervise the operation of the storage facility for the mutual benefit of all Shareholder/Members beginning January 1, 2017.
3. The Leisure World Trailer Club will be offered an annual lease, at \$1.00 per year, for the use of a 10' x 20' storage unit within the storage facility.
4. All Shareholder/Members' leases for use of the storage facility will be processed through the applicable department.
5. Policy shall be drafted for the use of the storage facility and presented to the Board at its November meeting.
6. It is further recommended:
 - o Annual space use fee shall be set at \$5 per foot, as measured from bumper to bumper or from hitch to the furthest point of the Recreational Vehicle and/or vehicle used for recreation.
 - o \$50 initial setup fee (Fee includes processing and gate clicker).
 - o Shareholder/Members who have a current agreement with the Trailer Club will be given first priority in available spaces.
7. Any funds collected above operational costs to be used for site improvements.

Mr. Lukoff MOVED, seconded by Ms. Fekjar-

TO approve the agenda item Non-renewal of Leisure World Trailer Club Lease/Golden Rain Foundation to Manage 5.5 Acre Storage

Area before the Golden Rain Foundation Board of Directors be laid on the table.

The motion was carried with three no votes (McGuigan, Pratt and Snowden) and two recusals Scheuermann and R. Stone).

Fund Recovery Transfer to Reserves

As of September 30, 2016, the Golden Rain Foundation's financial statements report a favorable budget variance of \$670,627. This surplus includes \$298,745 of prior years' income tax refunds received in 2016 of \$128,477 and \$167,771 of year-to-date cost savings of Workers' Compensation insurance premium expenses. Total annual savings in Workers' Compensation premium expenses by year-end is estimated to be \$170,268.

Both elements contributing to the current year surplus were unanticipated prior to the adoption of the 2016 budget. At year end, these two components will contribute an estimated \$298,745 to the total surplus. The remainder of the surplus is made up of typical budget variances.

Following the completion of the 2016 year-end financial audit and contingent upon those results reporting sufficient excess funds exist, the Finance Committee approved the transfer of \$298,745 from operating funds to the replacement reserve fund.

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

TO approve the transfer of \$298,745 (representing income tax refunds from prior years received in 2016 and estimated cost savings from a reduction in Workers' Compensation insurance premium expenses) from operational funds to the replacement reserve funds following the completion of the 2016 financial audit and contingent upon those results reporting sufficient excess funds exist.

Mutual Administration Committee

Amend Policy 5536.1-33, Gate Passes – **TENTATIVE VOTE**

At meetings in August and September, the Mutual Administration and Finance Committees reviewed potential revenue increases in fee rates to offset expenses for services provided by the Stock Transfer Office.

Established Fees	Policy	Current Fee	Proposed Fee
Extra Guest Pass	5536.1-33, Gate Passes	\$5 each	\$10 each
Inheritor's Service Pass	5536.1-33, Gate Passes	\$5 each	No charge
New Fees	Applicable Policy	Current Fee	Proposed Fee
Replace Lost Caregiver Pass	5536.1-33, Gate Passes	-	\$20 each
Replace Realtor's Service Pass with Photo	5536.1-33, Gate Passes	-	\$25.00 each
Second Replacement of Realtor's Service Pass with Photo	5536.1-33, Gate Passes	-	\$50.00

The Mutual Administration Committee recommend the tentative amendment of Policy 5536.1-33, Gate Passes to the Golden Rain Foundation Board of Directors, with final adoption scheduled for December.

If amended, the policies and fee changes will go into effect January 1, 2017.

Ms. Rapp MOVED, seconded by Mr. Moore –

TO approve the tentative amendment of Policy 5536.1-33, Gate Passes, to reflect an increase in fees, amending an extra guest pass fee to \$10, the inherited service pass should be no charge, an increase in fees, amending replacement of Lost Caregiver Passes fee to \$20.00, Realtor pass should include photo, additional line item for realtor replacement pass fee of \$25.00, duplicating and/or photocopying of passes is prohibited and an additional line item if realtor passes are replaced a second time, there will be a \$50.00 replacement fee, pending a minimum 30-day notification to the membership, and a final decision in December.

Three Board members spoke on the motion.

The motion was carried unanimously by the Board members present.

Clubhouse Four Scheduled Replacements and Improvements

At the regular scheduled meeting of the Physical Property Committee (PPC) on October 10, 2016, the Committee reviewed a list of all improvements required to be completed at Clubhouse Four, replacement components listed in the Reserve Study and make improvements to the Facility starting the second week in January 2017 (exhibits attached in the agenda packet). The Architectural Design Review Committee (ADRC) has reviewed and approved these items for type and color choices.

The PPC unanimously agreed with the list of items, contractors/Service Maintenance and cost of improvements, including a 10% contingency, and requested the Finance Committee (FC) review funding. At its regular scheduled meeting on October 18, 2016, the FC reviewed the availability of funding for the project and concurred that funding was available from Reserve, Capital and Operation accounts. The FC recommended approval of the GRF Board.

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

TO approve the replacements and repairs for Clubhouse Four, as identified on the above list, and authorize the President to sign the applicable contracts, in an amount not to exceed \$223,853, including 10% contingency allowance, funding from Reserve, Capital and Operation accounts, as indicated on the list above.

Clubhouse Three Heat Pump Replacement

At the regular scheduled meeting of the Physical Property Committee (PPC) on October 10, 2016, the Committee reviewed quotes from three contractors to replace the Heat Pump at the Video Producers Room.

The PPC unanimously agreed to award a contract to Greenwood Heating and Air, for a cost not to exceed \$4,800, to replace the heat pump in the Video Producers Room, asset ID # 0403 and #0404, funding from Reserves and to recommend approval by the GRF Board.

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

TO award a contract to Greenwood Heating and Air, for a cost not to exceed \$4,800, to replace the heat pump in the Video Producers

Room, asset ID # 0403 and 0404, funding from Reserves and authorize the President to sign the contract.

Addition of Sidewalk, at Medical Building, to Conference Room B

At its regular scheduled meeting on October 10, 2016, the Physical Property Committee (PPC) reviewed a request to install a sidewalk with railings adjacent to the Medical Building, next to the alley within the current planter area. It was the Committee's impression that a new walkway is needed due to the increase of foot traffic to Conference Room B, located in Building 5.

Upon discussion of the scope of work and cost provided by MJ Jurado, \$27,250 (Exhibit A in agenda packets), the PPC unanimously agreed to have MJ Jurado conduct this non-budgeted work, at a cost not to exceed \$30,000.

Mrs. Tran MOVED, seconded by Ms. Rapp-

TO award a contract to MJ Jurado, to construct a walk way the length of the Medical Building, adjacent to the alley, within the current planter area, for a cost not to exceed \$30,000, funding from Capital and authorize the President to sign the contract.

Two Board members spoke on the motion.

The motion was carried unanimously by the Board members present.

Outdoor Multi-Use Area at Clubhouse Two

At the regular scheduled meeting of the Physical Property Committee (PPC) on October 10, 2016, the Committee reviewed proposals from Mission Landscape Architecture, \$13,750, and Bright View Design Group, \$10,500, to develop design concepts for a new outdoor amenities (multi use court and picnic area, Exhibit A in the agenda packet) at the current lawn bowling court, shuffle board court and garden space behind Clubhouse Two.

Upon discussion of the scope of work and cost provided by both contractors, the PPC unanimously agreed to recommend Mission Landscape Architecture to the Board, for conceptual plans, at cost not to exceed \$13,750.

At its regular scheduled meeting of the Finance Committee on October 18, 2016, the Committee reviewed the availability of funding, regarding \$25,000 that was approved as part of the 2016 Capital Budget for Design Services for possible pool area improvements. As the pool project will not be moving forward at this time, it was suggested the \$25,000 be reallocated into this project

(\$13,750), as well as the Main Gate landscape architectural design fees (\$8,000). The FC resolved to reallocate \$25,000, from the 2016 Capital Budget for pool design, into this project, as well as the Main Gate landscape project.

Mr. Stone MOVED, seconded by Mr. Lukoff-

TO award a contract to Mission Landscape Architecture, not to exceed \$13,750, to draft design concepts for a new outdoor amenity at the current lawn bowling court, shuffle board court and garden space behind Clubhouse Two, per proposal dated September 6, 2016, funding from reallocated Capital Funds and authorize the President to sign the contract.

Four Board members spoke on the motion.

The motion was carried unanimously by the Board members present.

Recreation Committee

Clubhouse Two Griddle Replacement

The griddle in the kitchen of Clubhouse Two is not operating to standard, requiring calibration and minor repairs. After servicing the unit, it was reported that parts are not available and that the unit has outlasted its useful life and is in need of replacement.

Quotes were solicited from three companies to replace the existing griddle at Clubhouse Two with a new commercial griddle from Vulcan. At its October 12, 2016 meeting, the Recreation Committee (RC) approved recommending the purchase of a new griddle for Clubhouse Two's kitchen, in the amount of \$5,958.68, from Restaurant Equipment Club.

At its October 18, 2016 meeting, the Finance Committee approve funds to make the purchase, from the replacement reserves, asset ID #0808.

Mrs. Reed MOVED, seconded by Mrs. Dodero –

TO approve the purchase of a new Vulcan commercial griddle, from Restaurant Equipment Club, in the amount of \$5,958.68, funded

from the Replacement Reserves and to authorize the Recreation Department to make the purchase.

Two Board members spoke on the motion.

The motion was carried unanimously by the Board members present.

Clubhouse Three, Room Eight, Conversion of Kitchen into Storage Area

The Recreation Committee has been reviewing options for additional storage space within Clubhouse Three to accommodate storage needs. One possible option presented itself to convert one of the kitchens in the smaller rooms (Room Eight) to a storage area (210 square feet) due to a hidden plumbing leak and subsequent mold remediation in room eight (about half of the cabinets, countertop, and drywall were removed for repairs and mold remediation). This unplanned work provides opportunity to convert this kitchen into a storage closet and construct a small service counter with a refrigerator within room eight.

The reconstruction of the kitchen was been placed on hold at this time, pending Committee review.

At its October 12, 2016 meeting, the Recreation Committee approved the Clubhouse Three, Room Eight kitchen conversion into a storage room, with a service counter in room eight, in an amount not to exceed \$10,000 (Exhibit A in agenda packet). Labor and materials will be provided by the Service Maintenance Department.

At its October 18, 2016 meeting, the Finance Committee provided non-budgeted operational funds from CC53, in an amount not to exceed \$10,000, for this project.

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

TO approve the conversion of the kitchen in Clubhouse Three, Room Eight to a storage room with a service counter and refrigerator alcove in room eight, (per Exhibit A in the agenda packet), in an amount not to exceed \$15,000, from CC53.

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

Mrs. Reed MOVED, seconded by Ms. Rapp-

TO add a sink and increase the cost not to exceed to \$15,000.

The amended main motion was carried with one no vote (L. Stone) and one abstention (Pratt).

Prohibition of Radio- and Remotely-controlled Vehicles

At the regular scheduled meeting of the Recreation Committee (RC) on August 10, 2016, the RC recommended to prohibit use of radio-controlled and remotely-controlled vehicles upon/within/above Trust Property, unless approved by the Executive Director or the Golden Rain Foundation Board of Directors, in an emergency situation. These vehicles include, but are not limited to: cars, toys, drones, helicopters and airplanes.

Mr. Pratt MOVED, seconded by Ms. Hopewell –

TO approve Policy 1485-50, Prohibition of Radio- or Remotely-Controlled Vehicles
– Trust Property.

Mr. Lukoff MOVED, seconded by Mrs. Tran

TO add “GRF President” to have the authority, in an emergency
situation, to authorize the use of radio- and remotely-controlled
vehicles.

Ten Board members spoke on the motion.

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

CONTROLLER'S REPORT

The Controller's report is included at the end of the minutes as an attachment.

EXECUTIVE DIRECTOR'S REPORT

The Executive Director spoke on the emergency replacement of the flag pole.

BOARD MEMBER COMMENTS

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

ADJOURNMENT

The meeting was adjourned was at 9:04 p.m.

Joy Reed, Corporate Secretary
GRF Board of Directors
/dfb 10.25.16

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY BUS AND TRAFFIC COMMITTEE (GW)
SUBJECT: NON-BUDGETED REQUEST – AIR CONDITIONER REPLACEMENTS
DATE: OCTOBER 28, 2016
CC: FILE

Currently, four (4) of the 1994 buses are in need of new air conditioning units. These buses do not have passenger area air conditioning units, only air conditioning in the drivers' areas. The driver's area air conditioning units are either not working or working inadequately. The Fleet Manager has determined that there is a need to have at least two (2) of the four (4) buses with operating air conditioning units.

Bids were requested from three (3) vendors by the Transportation Department and one reply was received:

<u>Vendor</u>	<u>Cost Each</u>	<u>Total Cost</u>
ProAir	\$3,925.00	\$7,850.00
(Tax)	\$160.00	\$320.00
Approximate Total:		\$8,170.00

At its regular scheduled meeting on November 2, 2016, the Security, Bus and Traffic Committee (SB&T) discussed the need for passenger rear air conditioning units in at least two of the older 1994 Minibuses and the cost as presented by ProAir. The SB&T Committee agreed to have ProAir provide the units and installations of rear passenger A/C units installed on two (2) 1994 Minibuses at a cost not to exceed \$8,200.00, non-budgeted funds from Cost Center 38, and authorize the President to sign the contract.

Action Requested:

I move to award a contract to ProAir to install two (2) rear A/C units on the inside of two 1994 Minibuses, at a cost not to exceed \$8,200.00, non-budgeted funds from Cost Center 38 and authorize the President to sign the contract.



DATE	10-28-16	QUOTE #	102816	REVISION #	
EXPIRY		LAST REVISION SENT		PROJECT	EZ-5/CS-2
NOTABLE CHANGES					

BILL TO	SHIP TO	SALES REPRESENTATIVE
Golden Rain Foundation		Rick Eyer 909-930-6224 Office 909-930-6226 Fax rick.eyer@proairllc.com

PRO AIR #	CUSTOMER #	DESCRIPTION	PRICE	Qty Required	LEAD-TIME (weeks)
200-25G		EZ-5 Evaporator Rear mount		1	2
301-026		CS-2 Condenser skirt mount		1	2
TBD		Install kit		1	2
2041496		Compressor		1	2
LABOR		Installation			
Total			\$3,925.00		

CONDITIONS OF SALE				
CURRENCY	PAYMENT TERMS	WARRANTY	FREIGHT	INCOTERMS
USD	TBD	2 Year	F.O.B Rancho Cucamonga Ca.	
NOTES				
Rear system only no tie in to dash.		Plus Taxes		
QUOTE PREPARED BY:		QUOTE APPROVED BY:		
		Jeff Armstead – National Sales Manager		
Unless otherwise agreed upon in writing by an authorized ProAir representative, the following conditions apply: All pricing will be honored on orders placed within 90 days of the date on the quote • All quotes older than 90 days must be verified prior to placing an order Orders are subject to the ProAir terms & conditions • Warranty & returns are subject to the ProAir standard policy Lead-times are standard lead-times ARO and do not include transit time • Quoted prices does not include duties, taxes or other costs				



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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: SECURITY, BUS AND TRAFFIC COMMITTEE
SUBJECT: ADOPT POLICY 1927-37, PARKING RULES FOR TRUST PROPERTY
(TENTATIVE VOTE)
DATE: NOVEMBER 2, 2016
CC: FILE

At the regular scheduled meeting of the Security, Bus & Traffic Committee (SBTC) on November 2, 2016, the SBTC recommends the tentative adoption of Policy 1927-37, Parking Rules for Trust Property, to the Golden Rain Foundation Board of Directors at its meeting in November, with final adoption scheduled for December.

If adopted, the policy will go into effect January 1, 2017.

I MOVE to recommend to the Board tentative adoption of Policy 1927-37, Parking Rules for Trust Property, pending a minimum 30-day notification to the membership and a final decision on December 27, 2016.

VEHICLE PARKING POLICY

ADOPT**PARKING RULES FOR TRUST PROPERTY**

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

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

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

1. PREFACE

In order to promote safety, all drivers and pedestrians shall follow the same parking rules as are required on public streets, unless otherwise specified herein.

2. DEFINITIONS

Words appearing in ALL CAPITAL LETTERS are defined in this section.

2.1. ALTERNATIVE DISPUTE RESOLUTIONS (ADR)

A method of resolving disputes other than by litigation involving a neutral third party pursuant to Civil Code Sections 5925-5965.

2.2. ASSIGNED PARKING

A defined parking location that has been designated for the use of a specific individual or group by the GRF.

2.3. BICYCLE/TRICYCLE

A device with 2 or 3 wheels, respectively, upon which any person can ride propelled exclusively by human power through a belt, chain or gears.

2.4. CAREGIVER

A non-shareholder/member hired or identified by a Shareholder/ Member as providing part-time or full-time care. This person must be registered with Stock Transfer.

2.5. COMMERCIAL VEHICLES

A motor vehicle of a type required to be registered and used or maintained for the transportation of persons for hire, compensation, or profit or

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designed, used, or maintained primarily for the transportation of property. A COMMERCIAL VEHICLE shall also mean any type of vehicle, which includes without limitation, a truck, van or trailer that has one or more of the following traits:

- 2.5.1. Larger than one (1) ton carry weight;
- 2.5.2. Bares a prominent business name or advertisement. If the graphic medium is removable, such as a magnetically attached sign, this element does not apply when all such signage is removed and stored out of view;
- 2.5.3. Normally employed or designed for commercial business use, whether or not a business name or advertisement is displayed.
- 2.5.4. Racks, materials, ladders, tool boxes and/or tools are visible on the exterior of the vehicle;
- 2.5.5. Used to haul any hazardous materials;
- 2.5.6. Designed to carry more than 15 passengers.

2.6. DUE PROCESS

An established course for judicial proceedings or other governmental activities designed to safeguard the legal rights of the individual.

2.7. ELECTRIC BICYCLE

Two-wheeled vehicle supplemented with an electric motor. It may not be driven on sidewalks.

2.8. GOLF CART

A motor vehicle having not less than three wheels in contact with the ground, having an unladed weight of less than 1,300 pounds, which is designated to be and is operated at no more than 20 mph, and has a maximum width of 48".

2.9. INTERNAL DISPUTE RESOLUTION (IDR)

An internal due process procedure offering an opportunity for both sides to meet and confer in good faith in an effort to resolve a dispute and reach a resolution of alleged violations of community rules.

2.10. LOW-SPEED VEHICLE (LSV)

A motor vehicle which is designed to travel in excess of 20 MPH with a

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maximum speed of 25 MPH. LSV's less than 48" in width shall be driven in accordance with the rules and regulations established for Golf Carts. LSV's that are more than 48" in width are prohibited from all walkways and sidewalks.

2.11. MOBILITY SCOOTER

A vehicle that is propelled by an electric motor with a battery pack on the vehicle. This vehicle is self-propelled.

2.12. MOTORCYCLE

A motorcycle has more than a 150cc engine size, and no more than three wheels and has to be registered with the Department of Motor Vehicles (DMV).

2.13. MOTOR-DRIVEN CYCLE

A motor-driven cycle has 149cc or less engine size (CVC §405) and has to be registered.

2.14. NON-RESIDENT

A person without the right under the governing documents and applicable law to occupy a dwelling within a Mutual.

2.15. PARKING PERMIT BINDER

A register maintained by the Security Department to document vehicles granted a limited exception to certain parking rules.

Examples: Extended RESIDENT'S absence, overnight RV parking, late night calls for overnight guests without a parking permit.

2.16. PARKING RULES VIOLATION PANEL (PRV)

The GRF Board of Directors (BOD) has established a committee consisting of three (3) GRF directors and an alternate as may be designated from time to time by the BOD and assigned to meet on a rotating schedule to hear Shareholder/Member disputes regarding Parking RULES VIOLATIONS NOTICES issued by Security Department.

2.17. PEDESTRIAN

Any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. This also includes any person operating a self-propelled wheelchair, motorized scooter, tricycle or quadricycle.

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2.18. PROHIBITED VEHICLES

- 2.18.1.** Aircraft;
- 2.18.2.** Boats, personal watercraft, and their trailers, except as allowed in Section 3.8 – Recreational Vehicles Restricted;
- 2.18.3.** **INOPERABLE VEHICLE:** a vehicle that lacks a functioning engine or transmission, or non-functioning wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways;
- 2.18.4.** Off-road vehicle (not street licensed) other than GOLF CART or GOLF CAR;
- 2.18.5.** **UNAUTHORIZED VEHICLE:** Use of a motor vehicle in the community without consent of GRF or at least one of the Mutuels;
- 2.18.6.** **UNREGISTERED VEHICLE:** no current valid State registration; or
- 2.18.7.** Vehicle designed to carry 12 or more passengers.

EXCEPTION:

Buses or limousines to load or offload passengers with approval from the Security Department or Recreation Departments.

2.19. RECREATIONAL VEHICLE (RV)

A motor vehicle or trailer for recreational dwelling purposes; a motor home or other vehicle with a motor home body style which has its own motor power or is towed by another vehicle.

EXCEPTION:

Van camper conversions.

2.20. RESERVED PARKING

A parking location that is marked as such by a sign, or curb or pavement marking is set-aside for use only by the designated user(s).

2.21. RULES VIOLATION NOTICE (CITATION)

A written notification of a violation of GRF parking policies placed on the violating vehicle. This information is forwarded to the related mutual president.

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2.22. TRUST PROPERTY

All land operated by the GRF on behalf of the Mutuals.

2.23. TRUST STREETS

Streets with names.

2.24. UNASSIGNED PARKING

Not an ASSIGNED PARKING space.

2.25. UNAUTHORIZED VEHICLE

A vehicle not permitted to be on TRUST PROPERTY.

2.26. VEHICLE USED FOR RECREATION (VUFR)

Boats, boat trailers, all-terrain vehicles (ATVs), trailers used to transport ATVs.

3. RULES FOR PARKING

3.1. PROHIBITED VEHICLES

3.1.1. No PROHIBITED VEHICLE shall be parked on TRUST PROPERTY.

3.1.2. At no time, shall any vehicle be parked on TRUST PROPERTY if it is leaking any fluids.

EXCEPTION:

Clear Water

3.1.3. Any of these types of vehicles are subject to immediate towing at the owner's expense. See Section 6 – Towing Policy.

3.2. TEMPORARY PARKING PERMITS

3.2.1. The following Parking Permits are issued by Security Department

3.2.2. All Parking Permits must be displayed on dashboard of vehicle or on the king pin of a fifth wheel or the tongue of a trailer:

3.2.2.1. Shareholder/member for use on rental or new vehicle;

3.2.2.2. Guest of Shareholder/Member;

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3.2.2.3. Overnight Parking Permit at request of Shareholder/Member for Guest.

3.3. GENERAL PARKING RULES

- 3.3.1. Park Safely – At no time may a vehicle be parked in a manner creating a traffic hazard.
- 3.3.2. No animal or child is allowed to be left alone in any parked vehicle on TRUST PROPERTY. Animal Control or Seal Beach Police will be called immediately in either circumstance.
- 3.3.3. Fire Hydrant – At no time may a vehicle be parked within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. See Section 6 – Towing Policy.
- 3.3.4. Sidewalk – No vehicle may be parked with any portion of it on a sidewalk.
- 3.3.5. Off Pavement – At no time may a vehicle be parked with any portion of it off pavement.
- 3.3.6. Curb or Parking Stall – Vehicles may park in a designated parking stall or along a curb or sidewalk, unless otherwise provided herein.

Vehicles on a two-way travel roadway must be parked with the passenger side wheels within 18 inches of the curb or sidewalk.

- 3.3.6.1. Vehicle must be parked completely within the marked boundaries of a parking space
- 3.3.6.2. A vehicle may be parked in a location that is not a marked stall; however, at no time may it be parked in a manner that creates a traffic hazard, interferes with other vehicle access, PEDESTRIAN traffic, or access to facilities or equipment.
- 3.3.6.3. Any vehicle without proof of current valid State registration may not be parked on TRUST PROPERTY at any time.
- 3.3.6.4. Any vehicles without a Seal Beach Leisure World decal on windshield or pass may not be parked on TRUST PROPERTY.

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- 3.3.6.5.** Trailers not connected to a vehicle are not permitted to be parked on TRUST STREETS.

Such trailers may be parked in the Permit section at Clubhouse 4 only with a permit issued by the Security Department.

- 3.3.6.6.** Pods, moving trailers or similar portable storage units are not permitted on TRUST PROPERTY without Security Department authorization.

- 3.3.6.7.** Vehicles in violation are subject to immediate tow away at owner's expense. See Section 6 – Towing Policy.

3.4. PARKING ZONES

- 3.4.1.** Red Zones – Vehicles in violation are subject to immediate tow away at owner's expense. See Section 6 – Towing Policy.

- 3.4.1.1.** Fire Hydrant or Fire Lane: No person shall park or leave standing any vehicle within 15 feet of a fire hydrant even if the curb is unpainted.

- 3.4.1.2.** Non-Fire Lanes: A vehicle may not be left unattended.

- 3.4.1.3.** Bus Stops: No person shall park or leave standing any vehicle within 30 feet on bus stop side of the street to provide for loading and unloading of buses.

- 3.4.1.4.** Drive-up Mail Boxes: No person shall park or leave unattended any vehicle within 15 feet of the mail box.

- 3.4.2.** Blue Zone (Handicapped): Vehicles must display a valid, government-issued disabled (handicapped) license plate or placard.

- 3.4.3.** Green Zone: Parking may not exceed time limit posted by sign or curb marking.

EXCEPTION:

Unlimited time parking in a Green Zone is permitted only when the vehicle is displaying a valid government-issued disabled (handicapped) license or placard.

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3.4.4. White Zone: Passenger loading and unloading only. Time limit: 30 minutes.

3.4.5. Yellow Zone: Commercial vehicle loading and unloading only: 30 minutes.

3.4.6. Unpainted: Parking is permitted up to 96 hours, unless otherwise restricted.

3.4.7.

3.5. **RESIDENT'S PARKING**

A RESIDENT'S vehicle (not RV or VUFR) may be parked for no more than 96 hours in one location without first notifying the Security Department.

3.6. **NON-RESIDENT PARKING**

NON-RESIDENT vehicles are not eligible for extended parking privileges without permit issued by the Security Department.

3.6.1. Any violation of this section may result in vehicle being towed at the owner's expense. (see Section 6 - Towing Policy)

3.7. **CAREGIVER PARKING**

A CAREGIVER may park on TRUST PROPERTY only when a copy of the CAREGIVER pass is displayed on the dashboard of the vehicle.

For Caregiver parking rights, the person must be registered with the GRF Stock Transfer office.

3.8. **CONTRACTOR AND SERVICE VEHICLE PARKING**

3.8.1. Contractors' vehicles must comply with all rules set forth herein and must not obstruct or park on the sidewalk.

3.8.2. Contractor and service vehicles, including personal vehicles driven by workers shall not be parked on TRUST PROPERTY (TRUST STREETS included) overnight without a permit.

3.9. **OVERNIGHT PARKING PERMITS**

3.9.1. RESIDENT overnight parking is prohibited without a Security Department issued vehicle decal or Overnight Parking Permit.

3.9.2. COMMERCIAL VEHICLES, equipment, and materials

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utilized in authorized activities conducted for the Mutual, or its RESIDENTS overnight parking is not permitted without an Overnight Parking Permit issued by the Security Department.

EXCEPTION:

COMMERCIAL VEHICLES parked in assigned rental spaces in Allen's Alley by Clubhouse 2.

- 3.9.3. The Overnight Parking Permit must be displayed face-up on the driver side dashboard of the MOTOR VEHICLE, or prominently affixed to the front of trailers or equipment.

- 3.9.4. The following vehicles and equipment are prohibited from parking on TRUST STREETS at any time between the hours of 12:00 a.m. and 7:00 a.m. unless otherwise addressed in this policy:

3.9.4.1. Vehicle not displaying a valid GRF decal or Overnight Parking Permit.

3.9.4.2. Recreational Vehicle – except as provided below in Section 3.10 – “Recreational Vehicles Restrictions.”

3.9.4.3. COMMERCIAL VEHICLE, construction/maintenance equipment, storage and disposal units, building materials.

3.10. **RECREATIONAL VEHICLES (RV) or VEHICLE USED FOR RECREATION (VUFR) RESTRICTIONS**

An RV or VUFR may be parked on TRUST STREETS only when meeting all of the following conditions:

- 3.10.1. RV parked at any TRUST PROPERTY facility **MUST** have Security Department issued decal or a Parking Permit.
- 3.10.2. RV or VUFR is parked up to 48 hours for the purpose of loading or unloading.
- 3.10.3. Other activities, such as sleeping or resting in the RV or VUFR, and vehicle maintenance are not allowed.
- 3.10.4. RV or VUFR must be parked with engine and accessory equipment (e.g. exterior lights, air conditioner, audio and video equipment) shut off.

The generator may ONLY be used between the hours of

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8:00 a.m. and 8:00 p.m. while loading or unloading the vehicle.

3.10.5. Extensions such as slide-outs, tilt-outs, and awnings must be closed. Steps must not block the sidewalk.

3.10.6. RV or VUFR may not be attached to any external power supply.

3.10.7. Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.

3.10.8. No animals or children are to be left unattended on or within any RV or VUFR at any time.

3.11. "FOR SALE" SIGNS

"For Sale" signage shall not be displayed on any vehicle on TRUST PROPERTY.

3.12. REPAIRS

Vehicles may not be rebuilt or rehabilitated, major service may not be performed, and fluids may not be changed on any TRUST PROPERTY.

3.13. WASHING

All washing of vehicles must be done at the car and RV washing areas behind Clubhouse 2. Vehicles must have a GRF decal.

EXCEPTION:

NON-RESIDENTS shall not be permitted to wash their vehicle anywhere on TRUST PROPERTY.

4. TRUST PROPERTY PARKING AREAS

4.1. CLUBHOUSE ONE

4.1.1. Parking next to the Wood Shop is prohibited between 11:00 p.m. and 7:00 a.m.

4.1.2. Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces on the west side of the clubhouse (Burning Tree).

4.1.3. Parking is permitted up to 72 hours in the lot across from the clubhouse next to the golf course.

VEHICLE PARKING POLICY

ADOPTPARKING RULES FOR TRUST PROPERTY**4.2. CLUBHOUSE TWO**

- 4.2.1. Parking next to the Wood Shop and car wash is prohibited between 11:00 p.m. and 7:00 a.m.
- 4.2.2. Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces on the east side of the clubhouse (El Dorado).
- 4.2.3. Parking is permitted up to 72 hours in the lot between the clubhouse and the RV lot.

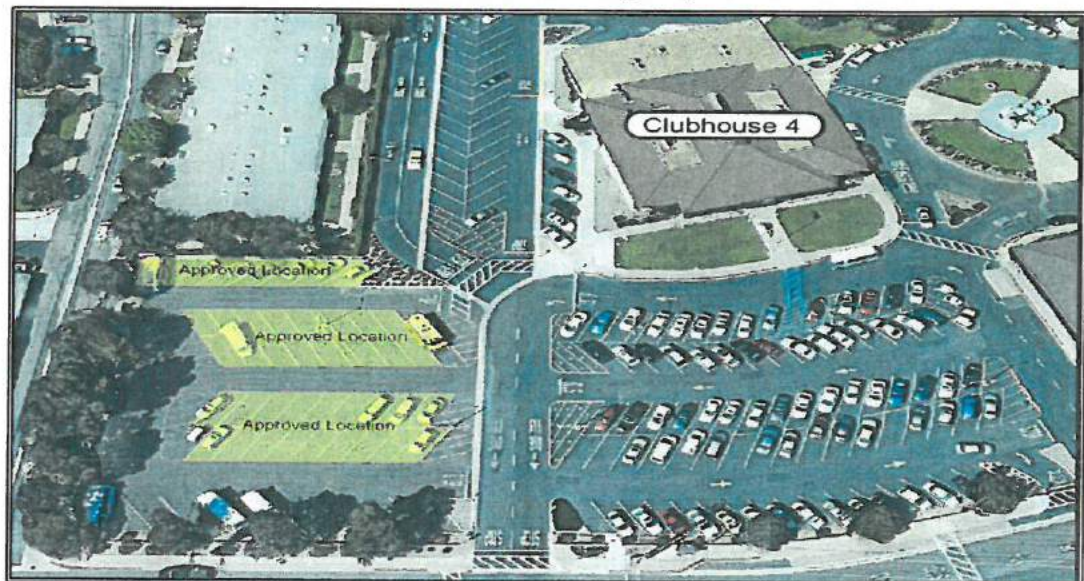
4.3. CLUBHOUSE THREE & FOUR**4.3.1. Permit Parking**

The three (3) approved locations within the Clubhouse 4 parking lot are for temporary RV and VUFR use, subject to the terms and conditions noted in this policy.

Available permit parking is limited. Spaces are allotted on a "first come first served" basis.

EXCEPTION:

The Radio Club Yellow Emergency Van

**4.3.2. Identification**

All RVs and VUFRs must be registered with the Security Department and display the Parking Permit in order to park in the noted locations. If the RV or VUFR does not have a

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windshield, the identification must be placed on the king pin of a fifth wheel or the tongue of a trailer.

4.3.3. RVs and VUFRs

4.3.3.1. Shareholders/Members and Guests may park a RV or VUFR temporarily in the noted locations for the purpose of loading and unloading, and preparing the vehicle for travel or storage subject to these Rules and Regulations of the GRF.

4.3.3.2. Notification – Shareholders/Members and Guests must notify Security Department immediately when entering the community with their RV or VUFR. This notification is required in order to park temporarily for a term as follows:

4.3.3.3. Maximum Consecutive Nights

Shareholders/Members may park one (1) RV or VUFR at a time temporarily in the approved location within the Clubhouse 4 parking lot for a maximum of 21 days at no charge. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

Guests may park one (1) RV or VUFR at a time temporarily in the approved location within the Clubhouse 4 parking lot for a maximum of 14 days at no charge. An additional 7 seven days are available with a fee. See section below. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

4.3.3.4. In the event of an unexpected medical and or mechanical emergency the Security Chief or the Executive Director may grant a limited extension not to exceed 72 hours.

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EXCEPTION:

Watch Commander may grant extension until return of the Security Chief or Executive Director.

4.3.3.5. The Security Chief must make a monthly report of all permitted vehicles to the Security Bus and Traffic Committee (SBT).

4.3.3.6. Failure to comply may result in towing of the vehicle at the owner's expense.

4.3.4. Use of an RV or VUFR

4.3.4.1. Shareholder/Members and Guests may live in a RV or VUFR parked in the community for a maximum of seven (7) days. This includes sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage.

4.3.4.2. No animal or child shall be left alone in a vehicle at any time.

4.3.5. Safety Requirements – All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in community.

4.3.6. Parking Fees for RV or VUFR

4.3.6.1. Shareholder/Member: First twenty-one (21) days – No Charge.

4.3.6.2. Guest of Shareholder/Member:

There is no charge for the first fourteen (14) days.

The following seven (7) days will be charged at rate of \$20.00 per day.

4.3.6.3. Payment will be collected by the Security Department at the time the Parking Permit is issued.

4.4. BUILDING FIVE, CLUBHOUSE SIX, HEALTHCARE CENTER, ADMINISTRATION AND ALLEY

No overnight parking is permitted.

EXCEPTIONS:

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Security Vehicles;
CARE ambulances;
Pharmacy delivery vehicles; and
Two (2) Healthcare Vehicles

4.5. AMPHITHEATER

4.5.1. Parking is permitted in all other areas around these two clubhouses up to 72 hours.

4.5.2. No Shareholder/member may park in any space marked for "Staff" or HCC at any time.

EXCEPTION:

"Staff" or HCC parking may be used 1 hour before, during and 1 hour after evening and weekend Amphitheater programs.

4.5.3. The parking space designated for the HCC 24-Hour Nurse may never be used by anyone except that employee.

5. BICYCLES/TRICYCLES

BICYCLES or TRICYCLES may not be parked in any manner interfering with foot or vehicle traffic. Bicycles must be parked utilizing parking racks where provided. GRF is not liable for damaged, lost or stolen property.

Attended BICYCLES or TRICYCLES may be parked off pavement, but only in such a manner as not to damage landscaping.

Parking on a sidewalk is prohibited.

6. TOWING

The Security Department will take steps to identify the owner and make contact. Failure to contact the vehicle owner shall not affect GRF's ability to tow any vehicle in violation of these rules or posted signage.

6.1. Immediate Towing Situation

A vehicle parked in either Red Zone "Fire Lane" or "Fire Hydrant."

6.2. Red Ticket Towing Notice

The vehicle has been issued a notice of parking violation, and 96 hours

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have elapsed since the issuance of that notice.

7. DUE PROCESS

Due Process is a set of procedures of increasing stages of formality and associated additional costs to both parties.

7.1. Internal Dispute Resolution (IDR) Process

- 7.1.1. Person charged with the violation (Violator) can pay the fine. The citation has the fines for parking violations on the reverse side of the form.
- 7.1.2. The Violator has the right to contest the "rules violation" in writing to the Parking Rules and Violations Panel (PRV) within ten (10) business days of the date of the violation,
- 7.1.3. A hearing will be scheduled at the next monthly meeting of the PRV. Hearings will be scheduled once a month on the fourth Monday of the month at 9:00 am.
- 7.1.4. Violator may submit a response in writing within ten (10) business days of the violation to the PRV, if they are unable to attend the hearing.
- 7.1.5. The PRV must be notified ten (10) business days prior to the hearing if interpreter's services are needed and the language required.
- 7.1.6. Shareholder/Members will be notified in writing of the results of the hearing within 15 business days.

7.2. Notice of Hearing

The written RULES VIOLATION NOTICE (Citation) serves as written notice of the violation and hearing (Civ. Code §5855). The following items will be set forth in the written Violation of Rules:

- 7.2.1. Description of violation, including time of violation and location and possible penalties (including possible monetary penalties); and
- 7.2.2. Hearing date, time, and location of Hearing.

7.3. Notice Handout

This document supplements the Citation and must contain the following:

VEHICLE PARKING POLICY

ADOPTPARKING RULES FOR TRUST PROPERTY

- 7.3.1. The date, time, and place of the hearing;
- 7.3.2. The nature of the alleged violation (including the date/time and location) for which a member may be disciplined;
- 7.3.3. A statement that the member has a right to attend the hearing and present evidence. (Civ. Code §5855(b).);
- 7.3.4. Notification that a "Failure to Respond" will acknowledge acceptance of the violation and the corresponding fine may be imposed; and
- 7.3.5. A section to indicate the need for an interpreter and the language requested. The PRV must be notified at least ten (10) business days prior to the hearing if the Shareholder/member will bring an interpreter.

7.4. Extensions

The Shareholder/Member may request one extension of the panel hearing under these following circumstances:

- 7.4.1. An extension of Hearing date at least 48 hours prior to the scheduled PRV hearing with no explanation;
- 7.4.2. An extension for medical, health or family issues;
- 7.4.3. The written notification to the PRV panel that the Violator is bringing a lawyer. This will require a minimum 30-day extension to insure PRV attorney will be present, or
- 7.4.4. A second extension may be granted by the PRV.

7.5. PRV Hearing

- 7.5.1. Defense - The Shareholder/Member has the right to examine and refute evidence. The photos may be viewed in the Security Office by appointment. The Security Department will have a representative present to explain all relevant information and evidence. This may include questions during the hearing. Members also have the right to submit their defense in writing rather than make an appearance before the PRV. (Corp. Code §7341(c)(3).)
- 7.5.2. Lawyers - The Shareholder/Member has a "right" to bring a lawyer to represent them in an IDR hearing. The Shareholder/Member must provide a 30-day written notification to the Panel. The Shareholder/Member may bring an Observer or interpreter.

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7.5.3. The Panel Session is a closed meeting. Hearings will be held in executive session. The Shareholder/Member may request an open hearing.

7.5.4. If the Shareholder/Member does not appear at the scheduled meeting without prior notification to the Panel, this will be accepted as agreement by the Shareholder/Member of the validity of the violation and the appropriate fine may be assessed.

7.6. Post-Hearing Due Process

7.6.1. Findings - The PRV panel shall make "findings" to support the panel's decision regarding the alleged violation. Findings may allow for vacating the citation.

7.6.2. The fine is reasonable and rationally related to the operations of the association. The session will include violation number and results of hearing.

7.6.3. Notice of Decision. Notice of the panel's decision must be given by first-class mail within 15 business days following the PRV's decision (Civ. Code §5855(c); Corp. Code §7341(c)(2).) The letter of decision shall include the panel's findings.

7.7. The PRV Panel

7.7.1. GRF must have a published enforcement policy in place as required by law.

7.7.2. Panel will meet on the 4th Monday of each month at 9:00 a.m. in Administration Conference Room A.

7.7.3. A second meeting will be scheduled if the volume of hearing requests is too large; it will meet on the 4th Wednesday at 1:00 p.m. in Administration Conference Room A.

EXCEPTION:

7.7.3.1. Contractors will be adjudicated by Physical Properties Director.

7.7.3.2. Health Care Center (HCC) employees will be adjudicated by HCC management.

7.7.3.3. GRF employees will be adjudicated by GRF Human Resources Department.

VEHICLE PARKING POLICY

ADOPT

PARKING RULES FOR TRUST PROPERTY

Adopted:

Golden Rain Foundation
Seal Beach, California

(NOV 2016)

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: SECURITY, BUS AND TRAFFIC COMMITTEE
SUBJECT: ADOPT POLICY 1927.1-37, FEES (FINES) FOR PARKING RULES
(VIOLATIONS ON TRUST PROPERTY) (**TENTATIVE VOTE**)
DATE: NOVEMBER 2, 2016
CC: FILE

At the regular scheduled meeting of the Security, Bus & Traffic Committee (SBTC), on November 2, 2016, the SBTC recommended to the Golden Rain Foundation Board of Directors adoption of Policy 1927.1-37, Fees (Fines) for Parking Rules Violations on Trust Property at its meeting in November, with final adoption scheduled for December.

If adopted, the policy will go into effect upon ratification by the Board of Directors.

I move to recommend the Board tentative adoption of Policy 1927.1-37, Fees (Fines) for Parking Rules Violations on Trust Property, pending a 30-day notification to the membership and a final decision on December 27, 2016.

VEHICLE PARKING POLICY

ADOPT**FEES (FINES) FOR PARKING RULES VIOLATIONS ON TRUST PROPERTY**

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

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

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

1. FINES FOR PARKING VIOLATIONS

Fee explanations for Fine table below:

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

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

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

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

VEHICLE PARKING POLICY

ADOPT**FEES (FINES) FOR PARKING RULES VIOLATIONS ON TRUST PROPERTY**

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

* Fine will be waived on first offense if placard and paperwork is presented that was current at time of Citation.

Adopted:

**Golden Rain Foundation
Seal Beach, California**

(NOV 2016)

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: SECURITY, BUS AND TRAFFIC COMMITTEE
SUBJECT: ADOPT POLICY 1927.2-37, PARKING RULES VIOLATION PANEL (PRV)
DATE: NOVEMBER 2, 2016
CC: FILE

At the regular scheduled meeting of the Security, Bus & Traffic Committee (SBTC) on November 2, 2016, the SBTC recommended adoption of Policy 1927.2-37, Parking Rules Violation Panel (PRV).

I MOVE to adopt Policy 1927.2-37, Parking Rules Violation Panel (PRV).

VEHICLE PARKING POLICY

ADOPT**PARKING RULES FOR TRUST PROPERTY****1. THE PARKING RULES VIOLATION PANEL (PRV)**

The Panel will be created in July of each year with the newly elected GRF Board President's Mutual removed from the rotation.

The PRV panel members will serve as follows:

The GRF President's Mutual is removed from this schedule, since the President will only serve on ALTERNATIVE DISPUTE RESOLUTION (ADR) panel.

PRV Panel

	#1 Chair	#2	#3	ALT
JAN	1A	2A	3	4
FEB	1B	2B	5	6
MARCH	7	8	9	10
APRIL	11	14	15	16
MAY	17	1A	2A	3

Adopted:**Golden Rain Foundation
Seal Beach, California**

(NOV 2016)

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN AND REVIEW COMMITTEE
SUBJECT: LOGO APPROVAL
DATE: NOVEMBER 8, 2016
CC: FILE

At the November 8, 2016 meeting of the Architectural Design and Review Committee (ADRC), the Committee moved and approved to recommend to the Board the replacement of the existing logo with the following:

Community Identity



Golden Rain Foundation of Seal Beach



I move to approve the Community identity logo as noted and the replacement of the existing logo of the Golden Rain Foundation of Seal Beach as noted above.

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: ADR COMMITTEE
SUBJECT: AMPHITHEATER GAF DONOR WALL, ALLOCATION OF TRUST PROPERTY
DATE: NOVEMBER 8, 2016
CC: FILE

At the November 8, 2016 meeting of the Architectural Design and Review Committee (ADRC), the Committee reviewed a proposal by the Golden Age Foundation (GAF) to use a limited portion of Trust Property at the entrance to the amphitheater for the purpose of installing a donor wall.

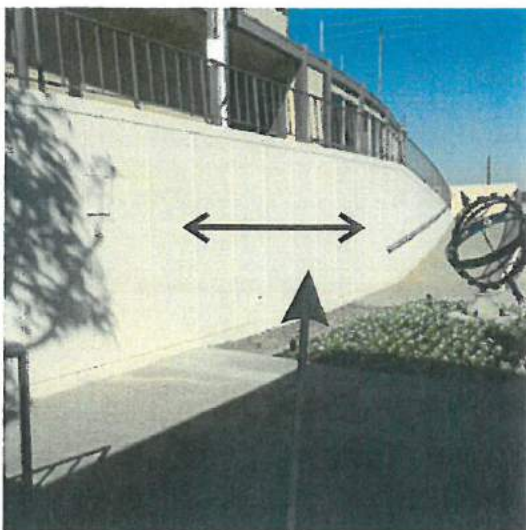
Upon review of proposed tile/brick samples and general layout, the committee duly moved and approved to recommend to the Board the allocation of Trust Property identified as a section of the amphitheater entrance ramp wall (See Exhibit A) for use by the Golden Age Foundation to establish a Donor Wall to specifications approved by the ADRC.

I move to approve the allocation in accordance with Section VII of the Trust Agreement (Exhibit B), Trust Property identified as the ramp wall at the entrance to the Amphitheater (Exhibit A) as a Golden Age Foundation Donor wall to specification as approved by the Architectural Design and Review Committee. The Golden Age Foundation shall be responsible for all installation and maintenance expenses.

Exhibit A

Trust Property to be conveyed for use by
the Golden Age Foundation as a Donor Wall

Amphitheater



Location for GAF Donor Wall

Proposed appearance



Exhibit B

1006172 UN624

TRUSTEE, except as provided in paragraph 5 of Section VII hereof. The Trust may at any time or from time to time be altered, modified or amended by written instrument executed unanimously by TRUSTEE and by all the Cooperatives which have at such time become, and then remain beneficiaries of the Trust. The Trust may at any time be terminated by the written election, delivered to TRUSTEE, of all the Cooperatives which have at such time become, and then remain, beneficiaries of the Trust. If any beneficiary shall have assigned its beneficial interest hereunder, consent of the assignee shall also be required for any such alteration, modification, amendment or termination. The Trust shall in all events terminate, if it has not earlier been terminated, twenty-one (21) years after the date of death of the last to die of those living persons who are, on December 21, 1961, stockholders in or subscribers of stock in Seal Beach Mutual No. One, as recorded by the books and records of Seal Beach Mutual No. One excepting any such persons who, at any time prior to death, shall have ceased to be such stockholders or subscribers. Promptly following termination of this Trust the TRUSTEE shall render an accounting to each of the beneficiaries and shall distribute all of the Trust Estate, subject to any debts of or charges against the Trust Estate (including but not limited to obligations, if any, of the Trust Estate to the TRUSTEE), to the beneficiaries, in the form of undivided interests proportional to their respective Trusteed sums.

Section VII

RIGHTS AND POWERS OF THE TRUSTEE

A. TRUSTEE shall have, in addition to all powers, rights and privileges provided by law for trustees, and all

powers necessary to carry out the duties herein imposed on TRUSTEE, the further power to grant, bargain, sell for cash or credit, convey, exchange, convert, lease for terms, either within or beyond the end of the trust, for any purpose; partition, divide, subdivide, improve, insure, loan, redeem, invest and reinvest the Trust Estate or any part thereof in such manner and on such terms and conditions as TRUSTEE deems advisable. In all such cases TRUSTEE shall have sole discretion respecting such transactions. With respect to all such transactions TRUSTEE shall have no liability concerning them whatever, except for willful and wrongful misconduct.

B. TRUSTEE reserves and is expressly granted the right and power in its sole discretion to acquire land, interests in land, improvements and personal property and to sell, transfer or dedicate the same either outright to the beneficiaries, or for public use, or to religious organizations for church use, or otherwise as TRUSTEE reasonably deems for the general welfare of the Cooperatives and their members, with or without adequate consideration, or to itself, but only for a fair and adequate consideration.

C. TRUSTEE reserves and is expressly granted the right and power to amend this instrument unilaterally if any such amendment is expressly required or requested by any federal, State or local governmental agency, in order to avoid or cure any violation of law or of any applicable governmental regulation, or in order to make possible or more convenient the securing of any governmental authorization or permit necessary for carryout by TRUSTEE or any



MEMO

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE (CK)
SUBJECT: APPROVE 2017 ELECTION MATERIALS
DATE: NOVEMBER 14, 2016

Policy 5025-33, Election Procedures, states that the Executive Committee "shall review and approve the election materials and the election process."

At its meeting on November 10, 2016, the Executive Committee reviewed drafts of the 2017 election documents and unanimously recommended the GRF Board of Directors approve the following election materials (yellow highlighted areas reflect changes from 2016 election documents):

- 2017 GRF Election Schedule
- 2017 Mutual Election Schedule (provided to show Mutual deadlines compared to GRF)
- 2017 GRF Board of Director Application for Candidacy, including reverse side
- 2017 GRF Candidate Instructions/Timeline, including reverse side
- GRF Board Eligibility Disclaimer
- 2017 GRF Election Article (scheduled for publication 3/9/17 – 4/6/17)
- 2017 GRF Sample Ballots

NOTE: At its meeting on October 28, 2014, the GRF Board unanimously awarded a contract to Accurate Voting Services to perform the general election services for the GRF and Mutual corporations for years 2015, 2016, and 2017. In February 2017, the EC will be asked to recommend the Board appoint Accurate Voting Services as the Inspector of Election for the 2017 GRF Board of Directors election, as set forth in Policy 5025-33.

I move to approve the 2017 election materials and the election process for the 2017 GRF Board of Directors election.

2017 SCHEDULE FOR ELECTION OF GRF DIRECTORS REPRESENTING ODD-NUMBERED MUTUALS

MUTUAL BOARD OR NOMINATING COMMITTEE RESPONSIBILITIES

1.	In accordance with the GRF By-Laws and Davis-Stirling, Mutual Boards may appoint a Nominating Committee (five members who may be Mutual Directors or Members) at least 60 days before the GRF Annual Meeting* to recommend one to three candidates for each position to be elected. Self-nominated candidates may submit their names to this group as well. <small>*Timing of GRF Special Board Meeting for Ballot Counting used in lieu of Annual Meeting</small>	Deadline: Friday, April 7
2.	Mutual Nominating Committee gives Mutual Board Secretary the names of one to three candidates for each GRF position to be elected and/or any names of self-nominated candidates.	Deadline: Friday, April 7 4:30 p.m.
3.	Mutual Board Secretary delivers a list of all known candidates (whether nominated by Committee or by self-nomination) to the GRF Corporate Secretary in the Stock Transfer Office of the Administration Building at least 45 days before the GRF Special Meeting for Ballot Counting (no later than 4:30 p.m.).	Deadline: Friday, April 7 4:30 p.m.

CANDIDATE RESPONSIBILITIES

1.	Candidates may self-nominate and submit their name in person (preferable) or in writing to the GRF Board Office between Wednesday, March 8 and Friday, April 7 . It is a candidacy period of 30 days. <i>Policy 5025 states that candidates may self-nominate no more than 90 days and no less than 60 days prior to the election.</i>	Deadline: Friday, April 7
2.	Candidates will be asked to complete a brief application of candidacy. If self-nomination was done in writing, an application will be mailed to the candidate or GRF staff will contact the candidate with instructions. Candidates must present current photo ID when turning in application.	Application Deadline: Friday, April 7
3.	Candidates will be asked to submit a statement no more than 300 words (no less than 12 point type, single sided) describing their qualifications, background, and platform. Statement must not contain any disparaging or defamatory content.	Submission Deadline: Friday, April 7
4.	Candidates will be asked to complete an Eligibility Disclaimer to set forth that they are qualified to serve on the GRF Board of Directors	Submission Deadline: Friday, April 7

GOLDEN RAIN FOUNDATION AND CAMPAIGN DATES

1.	Ballots will be mailed to voters 30 days before the Special Board Meeting for Ballot Counting.	Mailing Date: Thursday, May 4
2.	Notices of Special Board Meeting for the purpose of Ballot Counting will be published in the <i>Golden Rain News</i> .	Publication Dates: Thursday, May 25 and Thursday, June 1
3.	Election company receives mailed ballots (members should give Post Office 4-5 days to ensure timely delivery). Note: Ballots can also be hand-delivered to Clubhouse 4 on Tuesday, June 6 between 9:00-10:00 a.m.	Deadline: Monday, June 5 12:00 noon
4.	Ballots counted at the Special GRF Board Meeting beginning at 10 a.m. in Clubhouse Four.	Meeting: Tuesday, June 6
5.	Annual Meeting of GRF Members – 2 nd Tuesday in June at 2:00 p.m. in Clubhouse Four.	Meeting: Tuesday, June 13

APPLICATION FOR CANDIDACY AS A GRF DIRECTOR**2017-2019** Term of Office

This "Application for Candidacy" ("Application") shall be completed by all candidates.

I, (print name) _____ of Seal Beach Mutual No. _____, Unit # _____, do hereby place my name into nomination for election to the Golden Rain Foundation Board of Directors representing my Mutual for the **2017-19** term of office.

I am a member in good standing in my Mutual; that is, I am not more than 30 days in arrears of the monthly carrying charge assessment or in arrears of any fine or other fee levied against the Applicant. If elected, I am willing and will be able and available to serve in the capacity of Board Director for the **2017-2019** term of office.

Print Name: _____

Signature of Applicant: _____

Telephone Number: _____

Email Address: _____

Check one: My statement/resume is: ☐ Attached
☐ Not attached, but I will turn it in on (date) _____

Statement of qualifications: Candidates shall submit a typed Statement of qualifications (see following rules governing content and length of Statements) to the Stock Transfer Office. Candidate's name, Mutual and Unit # must be listed prominently at the top of the statement.

Eligibility Disclaimer: Candidates shall complete the Eligibility Disclaimer form which sets forth the reasons candidates shall be considered ineligible to serve as a Director for the GRF Board. This form must be completed and turned in with the Application.

Returning the Application, Eligibility Disclaimer, and Statement: The deadline to return the Application, Eligibility Disclaimer and the Statement is 4:30 p.m. on **Friday, April 7, 2017** to the Stock Transfer Office on the 1st floor of the Administration Building (13531 St. Andrews Drive) or mailed to the Stock Transfer Office, P. O. Box 2069, Seal Beach, CA 90740. **Candidates must present current photo ID when turning in application materials.**

Questions: If you have any questions about being a candidate, please call 431-6586, extension 346 for the Stock Transfer Office or extension 303 for the Board Office.

STOCK TRANSFER OFFICE USE ONLY:

Date received: _____ Time received: _____ Was statement attached? Yes No (circle one)
 Was disclaimer attached? Yes No (circle one) **Was photo ID presented/attached? Yes No (circle one)**
 If statement was not attached, when will statement be provided? _____ Staff: _____
 Notes: _____

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The Golden Rain Foundation has established reasonable rules for the conduct of its election. The following rules have been established for candidate Statements:

- Statements (a.k.a., resumes) shall contain a candidate's background, qualifications and platform;
- Statements shall not contain disparaging or defamatory content;
- Statements/resumes shall be a maximum of 300 words, in no less than 12 point type, single sided, not to exceed one page;
- Only a member in good standing is eligible to be a candidate. A member in good standing is defined as a member who is not in 30 days arrears of their carrying charge, or related charges, or in any fines or fees;
- Article VI, Election of Directors, Section 1, Qualifications, of the By-Laws of the Golden Rain Foundation, state:

Only an active member of the Corporation is qualified to be a director. An active member of this corporation who is (a) an officer or director of a Mutual Corporation at Seal Beach Leisure World; (b) a member of any City Council; (c) a member of the Board of Supervisors of the County of Orange, California; (d) a member of the Planning Commission for the City of Seal Beach, California, or the County of Orange, California; (e) an elected official of any city, county, governmental body or political subdivision thereof; (f) an individual, a member of any entity or partnership, or an officer or director of any other corporation engaged in supplying material, services or labor to the Golden Rain Foundation, shall not be qualified to serve as a director of this corporation.

- Article II, Membership, Section 3, Membership – Eligibility and Acceptance, of the By-Laws of the Golden Rain Foundation, state:

All stockholders or members in good standing of any non-profit cooperative housing corporation sponsored by this Corporation and providing housing in Seal Beach Leisure World, a cooperative housing development, and all members of Seal Beach Mutual No. Seventeen, a non-profit mutual benefit corporation, located in Seal Beach, California, shall be entitled to active membership in this Corporation, which membership shall be appurtenant to the respective shares of stock of said non-profit cooperative housing corporations and appurtenant to the memberships in Seal Beach Mutual No. Seventeen. It is the intention of this corporation to offer such services, as it may provide, only to occupant stockholders of said non-profit cooperative housing corporations and members of Seal Beach Mutual No. Seventeen. Application for membership shall be made concurrently with the execution of a subscription agreement for stock or membership in such a cooperative housing corporation or subscription agreement for membership in Seal Beach Mutual No. Seventeen, and shall be accompanied by such portion of the initiation fee as the Board of Directors shall from time to time determine. When a subscription is accepted by such a cooperative housing corporation or Seal Beach Mutual No. Seventeen, and stock or a membership certificate is issued to a subscriber, notice shall be sent to said subscriber of his or her eligibility for membership in this corporation and a request for payment of the full initiation fee shall accompany said notice. Payment of said initiation fee shall constitute an acceptance of membership and agreement to abide by these By-Laws and rules and regulations of the Corporation. Failure to make payment of the initiation fee at the time fixed by the Board of Directors shall render the candidate's eligibility of membership null and void at the discretion of the Board of Directors. The authorized number of membership shall be to the cooperative housing corporation stockholder occupants and to members of Seal Beach Mutual No. Seventeen, the total of said units being 6,608.

GRF BOARD OF DIRECTORS CANDIDATE INSTRUCTIONS

Thank you for your interest in serving on the GRF Board of Directors. The attached Application for Candidacy ("Application") is for ALL candidates, whether you are self-nominated or have been referred (nominated) by your Mutual Board of Directors or your Mutual's Nominating Committee.

1. Candidates who are Self-Nominated: Applications are available in the GRF Board Office beginning **Wednesday, March 8, 2017**.

Candidates who are nominated by a Board of Directors or Board Nominating Committee: Your Mutual Secretary will notify the Stock Transfer Office of your nomination before 4:30 p.m. on **Friday, April 7, 2017**. For organization purposes, we ask that nominated applicants also complete an application.

2. Statement/Resume: Each candidate shall submit a typed statement ("Statement") with a maximum of 300 words (in no less than 12 point type, single side only). Statements must have your name, Mutual and Unit # at the top of the page and contain your qualifications, background and platform. Statements shall not contain disparaging or defamatory content. Please attach the statement to the back of the application.
3. Eligibility Disclaimer: Article VI, Election of Directors, Section 1, Qualifications, of the GRF By-Laws sets forth that Directors of the GRF Board of Directors shall not be qualified to serve on the Board if they are, for example, a Director of a Mutual Corporation, member of a City Council, Planning Commission, Board of Supervisors, etc. Further, to avoid any potential conflict of interest, no member of the GRF Board of Directors or their spouse may be employed by the Golden Rain Foundation. GRF Board Candidates shall sign an Eligibility Disclaimer stating that they are eligible to serve as a Director.
4. Return the Application, Eligibility Disclaimer and the Statement to the Stock Transfer Office before 4:30 p.m. on **Friday, April 7, 2017**, in person or by mail to GRF Stock Transfer Office, P. O. Box 2069, Seal Beach, CA 90740. **Candidates must present photo ID when turning in application materials.**
5. Mailing Labels: Please see GRF Policy 5025, Election Procedures, Section 3(h) (7) (page four of policy) for instructions on obtaining mailing labels for the addresses in a candidate's respective Mutual.
6. Important Dates:

Friday, April 7

Thursday, May 4

Monday, June 5

Tuesday, June 6

Tuesday, June 13

Deadline for applications to be returned

Ballots mailed by independent election company

Deadline to receive secret mail-in ballots

Ballot counting at 10 a.m. in Clubhouse Four

GRF Annual Meeting, 2 p.m. in Clubhouse Four*

If you have any questions about being a candidate for the GRF Board, call (562) 431-6586, Ext. 346 for Stock Transfer or Ext. 303 for the Board Office.

* = Newly-elected Board Members will be installed at the Annual Meeting

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The Golden Rain Foundation has established reasonable rules for the conduct of its election. The following rules have been established for Statements:

- Statements shall contain a candidate's background, qualifications, and platform;
- Statements shall not contain disparaging or defamatory content;
- Statements/resumes shall be a maximum of 300 words, with no less than 12 point type, single sided, not to exceed one page;
- Only a member in good standing is eligible to be a candidate. A member in good standing is defined as a member who is not 30 days in arrears of their carrying charges or in any fines or fees;
- Article VI, Election of Directors, Section 1, Qualifications, of the By-Laws of the Golden Rain Foundation, state:

Only an active member of the Corporation is qualified to be a director. An active member of this corporation who is (a) an officer or director of a Mutual Corporation at Seal Beach Leisure World; (b) a member of any City Council; (c) a member of the Board of Supervisors of the County of Orange, California; (d) a member of the Planning Commission for the City of Seal Beach, California, or the County of Orange, California; (e) an elected official of any city, county, governmental body or political subdivision thereof; (f) an individual, a member of any entity or partnership, or an officer or director of any other corporation engaged in supplying material, services or labor to the Golden Rain Foundation, shall not be qualified to serve as a director of this corporation.

- Article II, Membership, Section 3, Membership – Eligibility and Acceptance, of the By-Laws of the Golden Rain Foundation, state:

All stockholders or members in good standing of any non-profit cooperative housing corporation sponsored by this Corporation and providing housing in Seal Beach Leisure World, a cooperative housing development, and all members of Seal Beach Mutual No. Seventeen, a non-profit mutual benefit corporation, located in Seal Beach, California, shall be entitled to active membership in this Corporation, which membership shall be appurtenant to the respective shares of stock of said non-profit cooperative housing corporations and appurtenant to the memberships in Seal Beach Mutual No. Seventeen. It is the intention of this corporation to offer such services, as it may provide, only to occupant stockholders of said non-profit cooperative housing corporations and members of Seal Beach Mutual No. Seventeen. Application for membership shall be made concurrently with the execution of a subscription agreement for stock or membership in such a cooperative housing corporation or subscription agreement for membership in Seal Beach Mutual No. Seventeen, and shall be accompanied by such portion of the initiation fee as the Board of Directors shall from time to time determine. When a subscription is accepted by such a cooperative housing corporation or Seal Beach Mutual No. Seventeen, and stock or a membership certificate is issued to a subscriber, notice shall be sent to said subscriber of his or her eligibility for membership in this corporation and a request for payment of the full initiation fee shall accompany said notice. Payment of said initiation fee shall constitute an acceptance of membership and agreement to abide by these By-Laws and rules and regulations of the Corporation. Failure to make payment of the initiation fee at the time fixed by the Board of Directors shall render the candidate's eligibility of membership null and void at the discretion of the Board of Directors. The authorized number of membership shall be to the cooperative housing corporation stockholder occupants and to members of Seal Beach Mutual No. Seventeen, the total of said units being 6,608.

GRF BOARD OF DIRECTORS CANDIDATE ELIGIBILITY DISCLAIMER

The Golden Rain Foundation has established reasonable rules for the conduct of its election, including eligibility requirements for candidates. For example, only a member in good standing is eligible to be a candidate. A member in good standing is defined as a member who is not 30 or more days in arrears of their carrying charges or of any fines or fees.

To avoid any potential conflict of interest, no member of the GRF Board of Directors or their spouse may be employed by the Golden Rain Foundation.

Per Article VI, Election of Directors, Section 1, Qualifications, of the Golden Rain Foundation By-Laws, a director shall not be qualified to serve if they are a member, officer, or director of the organizations, entities, or governmental bodies listed below.

Candidates must review and complete this form in order to be placed on the Golden Rain Foundation Board of Directors ballot.

My name is _____ and I am applying for
 candidacy for the Board of Directors in Mutual _____.

I am a member of:	Select one:		If yes, what is the date of resignation or retirement?
	NO	YES	
(a) an officer or director of a Mutual Corporation at Seal Beach Leisure World;			
(b) a member of any City Council;			
(c) a member of the Board of Supervisors of the County of Orange, California;			
(d) a member of the Planning Commission for the City of Seal Beach, California, or the County of Orange, California;			
(e) an elected official of any city, county, governmental body or political subdivision thereof;			
(f) an individual, a member of any entity or partnership, or an officer or director of any other corporation engaged in supplying material, services or labor to the GRF.			

Signature of Applicant: _____ Date: _____

STOCK TRANSFER OFFICE USE ONLY:

Reviewed by Stock Transfer Supervisor: _____ Reviewed by GRF Corporate Secretary: _____

How to be a Candidate to run for the Golden Rain Foundation Board of Directors for **Odd-Numbered Mutuals Only**

The campaign cycle for the GRF Board of Directors will begin soon! During **2017**, the Board seats representing the **odd-numbered Mutuals** are up for election. During **even-numbered** years, the Board seats representing **even-numbered Mutuals** are up for election.

Any member in good standing is eligible to be a candidate for the Golden Rain Foundation Board of Directors representing their even-numbered Mutual. A member in good standing is defined by the GRF By-laws as a Mutual shareholder/owner who is no more than 30 days in arrears of their carrying charge, or in arrears of any fines or fees.

Candidates may self-nominate or be nominated by their Mutual's Nominating Committee or Board of Directors.

Candidates who are self-nominated must complete an "Application for Candidacy" before 4:30 p.m. on **Friday, April 7** ("Application for Candidacy" forms are available in the Stock Transfer Office in the Administration Building beginning **Wednesday, March 8**).

Candidates who are nominated by their Mutual's Nominating Committee or Board of Directors will have their names submitted to Stock Transfer by the Mutual's Secretary. Upon receipt of any submitted names, the GRF Board Office will contact each candidate and arrange for them to confirm their candidacy by receiving and completing an "Application for Candidacy" and candidate instructions.

In accordance with Policy 5025-30, Election Procedures, each candidate may submit a statement, or resume, of 300 words or less, single sided, to the Stock Transfer Office. Statements shall be written in compliance with the election rules, e.g., contain the background, qualifications and platform of the candidate, **and shall not contain any disparaging or defamatory content**. All Statements are due before 4:30 p.m. on **Friday, April 7**.

Per Foundation by-laws, directors shall not be qualified to serve if they are a member, officer, or director of various organizations, entities, or governmental bodies. Candidates shall complete an Eligibility Disclaimer to set forth that they are qualified to serve on the GRF Board of Directors.

When turning in the Application for Candidacy, Eligibility Disclaimer, and Statement, members must show photo ID. Candidates will receive a receipt when turning in their application materials.

Article VI, Election of Directors, Section 1, Qualifications, of the GRF By-Laws sets forth that Directors of the GRF Board of Directors shall not be qualified to serve on the Board if they are, for example, a Director of a Mutual Corporation, member of a City Council, Planning Commission, Board of Supervisors, etc. Further, to avoid any potential conflict of interest, no member of the GRF Board of Directors or their spouse may be employed by the Foundation. GRF Board Candidates shall sign an Eligibility Disclaimer stating that they are eligible to service as a Director.

Candidates who complete a timely Application for Candidacy (or are nominated by a Mutual's nominating committee or Board) will be listed on the Secret Mail-in Ballot. Ballot packets containing the Secret Mail-in Ballot, postage-paid envelopes, balloting instructions, and deadlines will be mailed to each household in the **odd-numbered Mutuals** on **Thursday, May 4**. The GRF By-Laws have no provisions for write-in candidates on the ballots or for nominations from the floor.

For further information on being a candidate for the GRF Board, please call 431-6586, extension 346 for Stock Transfer or 303 for the Board of Directors Office.

###

OFFICIAL NON-REVOCABLE BALLOT

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS ELECTION FOR ONE REPRESENTATIVE/DIRECTOR FROM MUTUAL NO. NINETEEN

Instructions for Voting:

Every two years, the Golden Rain Foundation conducts an election to elect one director from your Mutual to represent Mutual No. Nineteen on the Golden Rain Foundation (GRF) Board of Directors. The election is being conducted by Accurate Voting Services, Inc., and is conducted by mail to ensure the integrity of the process and to provide each member in good standing the opportunity to vote. The candidates listed below have been recommended by your Mutual, your Mutual's Nominating Committee, or have applied through a self-nomination process.

Instructions for Mailing Your Ballot:

After you have voted below, insert the ballot into Envelope "A." Seal Envelope "A" and insert it into Envelope "B." In the upper left hand corner of Envelope "B," print your name and address (including Mutual and Unit #); **AND** sign your name on the signature line. Mail Envelope "B" (which is pre-addressed and postage-paid) to the **Inspectors of Election** at Accurate Voting Services, Inc., P.O. Box 6117, Laguna Niguel, CA 92607-6117. Please allow 4-5 days for delivery. The Inspectors of Election must receive your mailed ballot on or before 12 noon on Monday, June 5, 2017, in order for your ballot to be counted, or you may bring your sealed ballot to Clubhouse Four, 1419 Northwood Road, Seal Beach, CA between 9:00 and 10:00 a.m. on Tuesday, June 6, 2017. The "polls" will close at 10:00 a.m. and the counting process will begin.

Instructions for Observing the Ballot Counting:

The ballot counting process will be conducted at a meeting of the GRF Board of Directors on Tuesday, June 6, 2017, at 10:00 a.m., Clubhouse Four, 1419 Northwood Road, Seal Beach, CA 90740. *All GRF members are welcome to observe the counting process.*

Instructions for Attending the Annual Meeting:

The GRF Annual Meeting will be held on Tuesday, June 13, 2017, at 2:00 p.m. in Clubhouse Four, 1419 Northwood Road, Seal Beach, CA 90740. All newly-elected directors will be installed at this meeting.

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS ELECTION FOR ONE REPRESENTATIVE/DIRECTOR FROM MUTUAL NO. NINETEEN

Voting: You are electing **one** director to sit on the GRF Board of Directors representing Mutual No. Nineteen. **Please cast one vote for one candidate to be elected by printing an "X" or a "✓" in the box located to the left of the name.** Please follow the above instructions to mail your ballot.

Mark
One (1)
Box
Only

	Bugs Bunny
	Minnie Mouse (incumbent)

Please direct any inquiries to Accurate Voting Services Inc.

Toll-free (855) 588-5522 accuratevoting@um.att.com

Accurate Voting Services, Inc., 23322 Peralta Drive, Suite 4, Laguna Hills, CA 92653
P.O. Box 6117, Laguna Niguel, CA 92607-6117

OFFICIAL NON-REVOCABLE BALLOT

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS ELECTION FOR ONE REPRESENTATIVE/DIRECTOR FROM MUTUAL NO. THIRTEEN

Instructions for Voting:

Every two years, the Golden Rain Foundation conducts an election to elect one director from your Mutual to represent Mutual No. Thirteen on the Golden Rain Foundation (GRF) Board of Directors. The election is being conducted by Accurate Voting Services, Inc., and is conducted by mail to ensure the integrity of the process and to provide each member in good standing the opportunity to vote. The candidates listed below have been recommended by your Mutual, your Mutual's Nominating Committee, or have applied through a self-nomination process.

Instructions for Mailing Your Ballot:

After you have voted below, insert the ballot into Envelope "A." Seal Envelope "A" and insert it into Envelope "B." In the upper left hand corner of Envelope "B," print your name and address (including Mutual and Unit #); **AND** sign your name on the signature line. Mail Envelope "B" (which is pre-addressed and postage-paid) to the **Inspectors of Election** at Accurate Voting Services, Inc., P.O. Box 6117, Laguna Niguel, CA 92607-6117. Please allow 4-5 days for delivery. The Inspectors of Election must receive your mailed ballot on or before 12 noon on Monday, June 5, 2017, in order for your ballot to be counted, or you may bring your sealed ballot to Clubhouse Four, 1419 Northwood Road, Seal Beach, CA between 9:00 and 10:00 a.m. on Tuesday, June 6, 2017. The "polls" will close at 10:00 a.m. and the counting process will begin.

Instructions for Observing the Ballot Counting:

The ballot counting process will be conducted at a meeting of the GRF Board of Directors on Tuesday, June 6, 2017, at 10:00 a.m., Clubhouse Four, 1419 Northwood Road, Seal Beach, CA 90740. *All GRF members are welcome to observe the counting process.*

Instructions for Attending the Annual Meeting:

The GRF Annual Meeting will be held on Tuesday, June 13, 2017, at 2:00 p.m. in Clubhouse Four, 1419 Northwood Road, Seal Beach, CA 90740. All newly-elected directors will be installed at this meeting.

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS ELECTION FOR ONE REPRESENTATIVE/DIRECTOR FROM MUTUAL NO. THIRTEEN

Voting: You are electing **one** director to sit on the GRF Board of Directors representing Mutual No. Thirteen. **Please cast one vote for one candidate to be elected by printing an "X" or a "✓" in the box located to the left of the name.** Please follow the above instructions to mail your ballot.

Although the candidate is running unopposed, please participate in the voting process by casting your vote and mailing your ballot.

	Jane Doe (incumbent)
--	----------------------

Please direct any inquiries to Accurate Voting Services Inc.

Toll-free (855) 588-5522 accuratevoting@um.att.com

Accurate Voting Services, Inc., 23322 Peralta Drive, Suite 4, Laguna Hills, CA 92653
P.O. Box 6117, Laguna Niguel, CA 92607-6117



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: ADOPT POLICY 5092-30, BOARD OF DIRECTORS CODE OF ETHICS AND CONDUCT
DATE: NOVEMBER 10, 2016
CC: FILE

At the November 10, 2016 meeting of the Executive Committee (EC), the Committee moved and approved to recommend to the Board the adoption of Policy 5092-30, Board of Directors' Code of Ethics and Conduct.

I move to approve Policy 5092-30, Board of Directors' Code of Ethics and Conduct.

GOLDEN RAIN OPERATIONS**ADOPT****Board of Directors Code of Ethics and Conduct****PREFACE**

Adherence to a code of ethics builds respect and credibility within the community. Compliance with the Code will help the BOD to foster teamwork and enhance relationships among the members of the BOD and with staff.

All Directors shall behave in a professional manner refraining from advancing personal agendas, disruptive conduct or actions that cause a hostile environment for fellow directors, staff or shareholder/members.

All Directors acknowledge their obligation to support decisions made by a majority of the BOD.

All Directors shall acknowledge their duty of loyalty to the Foundation by adhering to the rules of confidentiality relating to director, staff or shareholder/member discipline or any litigation. **That duty survives the Director's term in office.**

All Directors shall perform their fiduciary duties by acting in good faith to promote the best interests of the Foundation through reasonable inquiry and investigation. (Civil Code 7231-Business Judgement Rule). Breach of fiduciary duty, duty of loyalty, duty of confidentiality or failure to act in a professional manner or any misconduct, create risk and the possibility of legal liability to the Foundation and are reason for censorship. (Policy 5092-30, Director Censure)

All Directors shall disclose to the BOD, financial or personal conflicts of interest relating to the business of the Golden Rain Foundation. They will recuse themselves and abstain from voting on any issue where there may be a reasonable expectation of a conflict of interest. (Civil Code 5350)

1. DIRECTOR CENSURE

A censure is the process by which the Golden Rain Foundation Board of Directors (BOD), acting by a two-thirds majority vote, can reprimand or condemn the actions of a fellow member in the event that the member:

- a. Acts unilaterally;
- b. Discloses confidential information;

GOLDEN RAIN OPERATIONS**ADOPT****Board of Directors Code of Ethics and Conduct**

- c. Fails to attend three months of consecutive BOD or Committee meetings without excuse;
- d. Fails to act in a way that respects others;
- e. Creates a hostile environment including acting disruptively;
- f. Fails to support decisions made by a majority of the BOD;
- g. Fails to comply with the law, governing documents, policies or procedures of the Golden Rain Foundation; or
- h. In the event of an act or omission that creates a threat to any individual, the Foundation or the community.

The BOD shall take any and all necessary actions for censure. The following steps will be used to censure a director. All proceedings related to a censure shall be conducted in a closed, executive session meeting.

2. MOTION TO CENSURE

A motion to censure must be filed using the form accompanying this policy. It must obtain a second from a director clearly in agreement and be turned in to the President for presentation at an executive session, closed meeting of the full BOD. If the censure involves the President, it will be turned in to the Vice President for presentation at the executive session, closed meeting of the full BOD.

If the Presiding Officer elects not to place the motion on the agenda of the next scheduled meeting of the BOD, a member may request that the motion be added through an appropriate motion to amend the agenda at the time of the meeting. It will require a vote by two-thirds (2/3) of the quorum to pass.

- 2.1. A director subject to censure shall be provided with at least ten (10) business days prior notice of the censure including the reason for the censure and the date, time and location of the meeting where censure will be considered.
- 2.2. The BOD shall be provided at least five (5) days advance written notice of the motion to all BOD members, which shall include the reason for the proposed censure. Notification shall be sent by the U.S. Mail through the Executive Director's office to all BOD members with the addition of an email notification containing the date, time and location of the meeting.

GOLDEN RAIN OPERATIONS**ADOPT****Board of Directors Code of Ethics and Conduct**

- 2.3. A director subject to censure may provide a written response to all BOD members no later than two (2) business days prior to the meeting. The director shall also be provided an opportunity to respond to the reason for censure at the meeting.
- 2.4. The censure motion may be debated and following the debate the BOD may take one of the following actions:
 - 2.4.1. Approve the motion by a two-thirds (2/3) majority of a quorum of the non-offending directorS;
 - 2.4.2. Table the motion by a simple majority for any reason, including, but not limited to, the desire of the majority to gather additional information and/or permit the director to respond further. Written notice of the BOD's decision shall be mailed to the member no more than 15 business days following the meeting.

3. ENFORCEMENT PROCEDURES

- 3.1. Upon the first offense the director shall receive a written warning regarding the conduct or omission and be informed of the specific duties required of the director and the Code of Conduct Policies affected by the breach. Motion to Censure shall take the form of a BOD Action Item during an executive session of the full BOD. If the offense is egregious, the non-offending BOD members may vote to remove the director from corporate office or take any other action deemed necessary and prudent. (See Flow Chart)
- 3.2. For offenses relating to the disclosure of confidential or sensitive information, upon a vote of two-thirds (2/3) of the majority of the quorum of the non-offending BOD members, the offender may be prevented access to confidential information.
- 3.3. If at any time a Director commits a crime or subjects the Foundation to financial risk, that Director shall be subjected to legal action by the Foundation.
- 3.4. Censure remains in effect until the next annual meeting.

GOLDEN RAIN OPERATIONS**ADOPT**Board of Directors Code of Ethics and Conduct**REQUEST TO ADD MOTION TO CENSURE TO AGENDA OF
EXECUTIVE COMMITTEE OF THE FULL BOARD**

Date of request _____

I, _____ wish to file a formal motion to
Director signatureCensure _____
Director nameFor the following reason(s):

_____**THE MOTION IS SECONDED BY:**_____
Print Name_____
Signature**DATE OF SUBMISSION TO:**_____
Officer Name and Title_____
Signature

Date, Time and Location of next Executive Session of full BOD: _____

This form will be given to the Director subject to possible censure. Director requesting censure receives copies of this form.

____ Date Mailed _____

____ Date Given _____

GOLDEN RAIN OPERATIONS**ADOPT**Board of Directors Code of Ethics and Conduct**CODE AGREEMENT FOR INCOMING AND OUTGOING
GOLDEN RAIN DIRECTORS**

I have received and read Policy 5092-30, Golden Rain Foundation Board of Director's Code of Ethics and Conduct, and agree to abide by the provisions of the Code as adopted by the full Golden Rain Board of Directors.

Signature _____

Date of Installation _____

Signature _____

Date of Separation _____

GOLDEN RAIN OPERATIONS**ADOPT**Board of Directors Code of Ethics and Conduct**CENSURE PROCEDURE**

MOTION TO CENSURE	EXECUTIVE SESSION FULL BOD	<ul style="list-style-type: none">• WARNING/EDUCATION• REMOVAL FROM OFFICE OR CHAIR• REMOVAL FROM COMMITTEE• REQUEST FOR RESIGNATION
------------------------------	---	---

IF AT ANY TIME A DIRECTOR COMMITS A CRIME OR SUBJECTS THE FOUNDATION TO FINANCIAL RISK, THAT DIRECTOR SHALL BE SUBJECT TO LEGAL ACTION BY THE FOUNDATION.

Adopted:

**Golden Rain Foundation
Seal Beach, California**

(NOV 2016)

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: APPROVE OCTOBER FINANCIAL STATEMENTS
DATE: NOVEMBER 15, 2016
CC: FILE

At the regular meeting of the Finance Committee on November 15, 2016, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the October 2016 Financial Statements for audit.

Our Director of Finance, Carolyn Miller will give a recap of the October 2016 Financial Statements. At the end of the report, a motion will be made to accept the October 2016 Financial Statements for audit.

Board Action:

I move that the GRF Board of Directors accept the October 2016 Financial Statements for audit.

Financial Recap – October 2016

As of the ten-month period ended October 2016, the financial reports indicate that GRF is in a favorable financial position with a surplus of \$605,433.

Major variances are:

Salaries & Wages	139,920	Vacancies of key positions in ITS, News & Service Maintenance during the year.
Employment Taxes & Benefits	242,687	Workers' Comp \$169K (incl 2015 refund of \$37K ; Group Ins \$65K
Temporary Agency Fees	(58,456)	Temps used to fill key vacant positions
Miscellaneous Write-offs	(55,005)	\$42K – Building damage restoration
Federal & State Income Tax	150,477	Amendments reduced tax liability totaling \$135,049 in refunds.
Rental Income	133,471	Unit sales exceeded planned

Reserve Funds	Fund Balance	Allocated For 2016 Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$8,508,461	\$1,188,777	\$7,319,684	9

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$972,714	\$280,205	\$692,509	11

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
1122000	Cash & cash equivalents	624,393	
	Non-Restricted Funds	131,927	
	Receivables	543,206	
	Prepaid expenses	76,035	
	Inventory of maintenance supplies	<u>397,084</u>	
	Total Current Assets		1,772,646
	Designated deposits		
1211000	Contingency Operating Fund	500,000	
	Reserve Fund	8,508,461	
1212500	Capital Improvement Fund-GRF	972,714	
1213000	Liability Deductible & Hazard Fund	<u>202,571</u>	
	Total designated deposits		10,183,746
	Notes Receivable		
1411000	Notes Receivable	<u>30,710</u>	
	Total Notes Receivable		30,710
	Fixed Assets		
	Land, Building, Furniture & Equipment	30,610,027	
	Less: Accumulated Dep'n	<u>(21,448,583)</u>	
	Net Fixed Assets		9,161,444
	Other Assets		
	Premium on Municipal Bonds		<u>10,323</u>
	Total Assets		21,158,869

P.O. Box 2069
Seal Beach CA 90740

Description		
Liabilities & Equity		
Current Liabilities:		
Accounts payable	305,459	
Project Commitments	1,363,039	
Accrued payroll & payroll taxes	468,115	
Accrued expenses	346,723	
Accrued property taxes	130,304	
Total Current Liabilities	2,613,640	
Total Liabilities		2,613,640
Equity		
Mutuals' Beneficial Interest		
3211000 Contingency Operating Reserve Equity	500,000	
3212000 Reserve Equity	7,187,072	
3394000 Capital Fund Equity	931,064	
3310000 Beneficial Interest in Trust	4,602,614	
Total Mutuals' Beneficial Interest		13,220,750
Membership interest		
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	4,865,923	
Total Paid-in-Capital		6,475,723
Excess Income		
Current Year	(286,288)	
Total Excess Income		(286,288)
3920000 Dep'n & Amortization		(864,956)
Net Stockholders' Equity		18,545,229
Total Liabilities & Stockholders' Equity		21,158,869

**Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Month of October 2016**

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 9/30/2016	500,000	8,413,394	896,699	202,571	284,219	10,296,882
Funded: Assessments		75,000				75,000
Funded: Membership Fees collected (59)		76,553	76,553			153,105
Funded: M17 Lease Fees collected		-	-			-
Funded: Interest on Funds		2,788				2,788
Progress Payments on CIP						-
Expenditures		(59,274)	(537)			(59,811)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Disbursement to Mutuals						-
Transfers between funds						-
Interest Income Allocation						-
Net Monthly Activity					(152,291)	(152,291)
Balance 10/31/2016	500,000	8,508,461	972,714	202,571	131,927	10,315,673
 Net Activity	 -	 95,067	 76,016	 -	 (152,291)	 18,792

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended October 31, 2016

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	624,393	449,076	175,317
Current Assets	11,956,392	11,686,933	269,459
Current Liabilities	2,613,640	2,537,752	75,888
Current Ratio	4.57	4.61	
Designated Deposits:	10,315,673	10,296,882	18,791
Reservet Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			
General Operating Fund			
Other Restricted Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,319,462	1,327,765	(8,303)	(0.63)
Expense	1,212,411	1,155,519	(56,892)	(4.92)
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	107,051	172,246	(65,195)	
Year To Date	Actual	Budget	Variance	%
Income	12,987,562	12,821,026	166,536	1.30
Expense	12,501,296	12,940,193	438,897	3.39
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	486,266	(119,167)	605,433	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2016
155.27	154.92	158.47

2016 Reserve Expenditures

Cost Center	Description	2016	Prior	Current	Other	Total	Prior	YTD EXPENDITURES			TTD	2016
		Reserve Study	Approved	Approved	Adjustments	Projects	Expenditures	Jan-Sept	Oct	Total	Expenditures	Allocated Funds
30	Replacement of two automatic doors- Admin. Building (751-15) (Completed)	-	15,000	-	(1,623)	13,377	-	13,377	-	13,377	-	-
30	Replacement of AC Unit - Admin. Building (774-16)	-	-	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	-	-	-	-	-	3,300
34	Server Rack Cabinet UPS Backup Power Unit (Incl. 10% contingency)	-	3,300	-	(3,300)	-	-	-	-	-	-	-
34	Replace Wireless Access Points at Clubhouses (Incl. 10% contingency)	-	8,800	-	(8,800)	-	-	-	-	-	-	-
34	SANS Audit Equipment, Network and Systems- Replacement	-	17,501	-	(6,096)	11,405	-	11,405	-	11,405	11,405	-
35	Replace Interior Light Fixtures	3,584	-	-	3,584	3,584	-	-	-	-	-	3,584
36	Replacement of Carpeting (first Floor & Stairs) (745-15-0701) (Completed)	-	13,115	-	(1,870)	11,245	10,421	825	-	825	11,245	-
37	Replace Lighting Signage	20,478	-	-	-	-	-	-	-	-	-	-
37	Security Restroom Remodel (736-15)	-	-	45,000	-	45,000	-	45,000	-	45,000	45,000	-
37	Replace Emergency Generator at Main Gate	-	-	6,000	-	6,000	-	5,447	-	5,447	5,447	553
48	Paint Exterior Flatwork	4,505	-	-	-	-	-	-	-	-	-	-
48	Replace Water Storage Tanks	12,287	-	-	-	-	-	-	-	-	-	-
48	Replace Solar Panels	28,055	-	-	-	-	-	-	-	-	-	-
48	Install New Pool Heater (755-15) (Completed)	-	19,800	-	-	19,800	-	19,800	-	19,800	19,800	-
52	Replace Air Conditioning Units #1 and #9 (756-15) (Completed)	-	-	10,800	-	10,800	-	10,800	-	10,800	10,800	-
52	Replace stove top and oven in kitchen	-	-	8,000	-	8,000	-	7,180	-	7,180	7,180	820
52	Sewer Pump Replacement (776-16)	-	-	125,562	-	125,562	-	31,669	-	31,669	31,669	93,893
52	Purchase new Vulcan commercial griddle	-	-	5,986	-	5,986	-	-	-	-	-	5,986
53	Paint Wood Siding & Trim	14,130	-	-	-	-	-	-	-	-	-	-
53	Paint Interior Flatwork	25,393	-	-	-	-	-	-	-	-	-	-
53	Replace heat pump in Video Producers Room (788-16)	-	-	4,800	-	4,800	-	-	-	-	-	4,800
54	Paint Door Surfaces (Reference Proj. 773-16)	-	-	-	-	-	-	-	-	-	-	-
54	Replace Automatic Pedestrian Door (Reference Proj. 773-16)	-	-	-	-	-	-	-	-	-	-	-
54	Replace New Water Heater	4,352	-	-	4,352	4,352	-	-	-	-	-	4,352
54	Replace Lobby and Hallway Furniture (Reference Proj. 773-16)	-	-	-	-	-	-	-	-	-	-	-
54	Replace Wall Divider Covering (Reference Proj. 773-16)	-	-	-	-	-	-	-	-	-	-	-
54	Paint Interior Flatwork (Reference Proj. 773-16)	-	-	-	-	-	-	-	-	-	-	-
54	Paint T-Bar Ceiling Panels (Reference Proj. 773-16)	-	-	-	-	-	-	-	-	-	-	-
54	Replace Conference Room Furniture (Reference Proj. 773-16)	-	-	-	-	-	-	-	-	-	-	-
54	Floor Remodel (750-15) (Reference Proj. 773-16)	-	-	800	(800)	-	-	-	-	-	-	-
54	Clubhouse Upgrades (773-16)	280,652	6,000	192,703	-	198,703	-	41,938	-	41,938	41,938	156,765
55	Replace PP Conference & Break Room Flooring (763-16) (Completed)	-	-	8,100	(774)	7,326	-	7,326	-	7,326	7,326	-
56	Paint Exterior Ironwork	3,840	-	-	-	-	-	-	-	-	-	-
56	Paint Exterior Flatwork	10,239	-	-	-	-	-	-	-	-	-	-
56	Replace 2 heat pumps (757-15) (Completed)	-	-	10,650	-	10,650	-	10,650	-	10,650	10,650	-
56	Replace heat pump #1 (779-16)	-	-	6,375	-	6,375	-	6,088	-	6,088	6,088	288
56	Upstairs Floor remodel (768-16) (Completed)	-	-	36,900	(1,500)	35,400	-	35,400	-	35,400	35,400	-
56	Replace 9 ping pong tables	-	-	10,500	25	10,525	-	10,525	-	10,525	10,525	-
74	Paint Exterior Flatwork	11,724	-	-	-	-	-	-	-	-	-	-
79	Repair Concrete and Wood Shoreline at Pond	2,560	-	-	-	-	-	-	-	-	-	-
79	Refurbish Golf Course Greens	10,239	-	-	10,239	10,239	-	-	-	-	-	10,239
79	Community Landscape Remodel	10,239	-	-	-	-	-	-	-	-	-	-
79	Community Concrete Flatwork	25,598	-	-	-	-	-	-	-	-	-	-
79	Community Asphalt Seal Coat- Parking Lots	38,038	-	-	-	-	-	-	-	-	-	-
79	Community Asphalt Seal Coat-Street Phase 4	51,195	-	-	-	-	-	-	-	-	-	-
79	Replacement of Light Pole and Fixture (766-16) (Completed)	-	-	6,568	-	6,568	-	6,568	-	6,568	6,568	-
79	Street resurfacing, St. Andrews Drive	-	760,000	-	(760,000)	-	-	-	-	-	-	-
79	56 Trees Replaces in street medians	-	125,000	-	(125,000)	-	-	-	-	-	-	-
79	Main Gate Beautification - Globe (730-15B)	-	163,270	-	-	163,270	104,940	50,020	-	50,020	154,960	8,310
79	Globe - Replacement of Continents (730-15B)	-	180,000	-	-	180,000	-	61,085	50,003	111,088	111,088	89,902
79	Perimeter wall sections B (591-01B-B)	-	350,000	-	21,000	371,000	-	124,021	-	124,021	155,753	194,247
79	CH3/Library- concrete replacement (747-15-0718) (Completed)	-	50,000	-	867	50,867	31,732	14,114	9,753	50,867	50,867	-
79	Perimeter wall sections A (591-01B-A)	-	494,000	-	-	494,000	440,914	37,316	-	478,230	478,230	15,770
79	Perimeter wall sections J & K (591-01B-JK)	-	702,900	-	(680,776)	22,124	72,176	(50,052)	-	22,124	22,124	(0)
79	St. Andrews Gate Improvements (723-14)	-	50,000	-	-	50,000	9,190	788	-	9,978	9,978	40,023
79	Perimeter wall sections L & M (591-01B-LM)	1,650,000	23,475	-	876,525	900,000	9,025	339,633	-	348,658	348,658	551,342
79	Main Gate Flagpole	-	-	7,167	-	7,167	-	3,184	-	3,184	3,184	3,984
Total Planned Reserve Expenditures		2,207,108	2,985,461	492,111	(673,947)	2,803,625	719,511	836,063	59,274	895,337	1,614,948	1,188,777

2016 Capital Plan

Center	Description	Prior Approved	2016 Budget	Additional Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD	Allocated Funds
								Jan-Sept	Oct	Total	Expenditures	
32	Barcode label printer	1,000				1,000	-	-	-	-	-	1,000
32	Pallet Racking System (2016 Approved Capital- Purchased in 2015)		3,000		(169)	2,831	2,831	-	-	-	2,831	-
34	CH4 Technology Enhancements	44,000				44,000	-	-	-	-	-	44,000
34	Jenark System (5000-14)	225,017		25,000		250,017	220,149	17,400		17,400	237,549	12,468
34	Main Server Room Modifications (734-15 - Server Room Mods) (Completed)	6,600			(132)	6,468	5,938	523	8	531	6,468	-
34	Second Server/Rm Mods (744-15 - Second Server Rm System) (Completed)	60,000			(9,492)	50,508	50,508	-	-	-	50,508	-
34	Surveillance Cameras (2016 Approved Capital)		13,000			13,000	-	63		63	63	12,937
34	Visual Display Solutions	22,000				22,000	-	-	-	-	-	22,000
34	SANS Audit- Equipment	15,943	-	-	500	16,443	15,943	500		500	16,443	-
36	6 Work Stations and 1 Reception (745-15-0701) (Completed)	20,000			(3,139)	16,861	16,455	406		406	16,861	-
37	Paychex Time Clocks (2) (2016 Approved Capital)		5,200		(495)	4,705	-	4,705		4,705	4,705	-
37	Repeater, hardware, license & programming (2016 Approved Capital)		5,000			5,000	-	4,698		4,698	4,698	302
37	Sound Proofing Panels @ Main Gate Lobby (2016 Approved Capital)		2,000			2,000	-	-		-	-	2,000
38	Minibuses- Air Conditioning and Window Tint (771-16)			30,000		30,000	-	22,430		22,430	22,430	7,570
40	Special Events Trailer & Equipment (2016 Approved Capital)		6,900			6,900	-	-		-	-	6,900
45	18 4X8 Portable Stage Risers with Carts (2016 Approved Capital)		13,635			13,635	-	-		-	-	13,635
45	Movie Projector & DVD Player (2016 Approved Capital)		26,000			26,000	-	8,069		8,069	8,069	17,931
48	Engineering and architectural (2016 Approved Capital)		25,000	(25,000)	-	-	-	-		-	-	-
52	Develop redesign CH2 Outdoor Multi-Use Area (785-16)	-	-	13,750		13,750	-	-		-	-	13,750
54	Clubhouse Upgrades (773-16)	-	-	22,150		22,150	-	-		-	-	22,150
55	Building 5 first floor remodel (765-16)	-	-	1,600		1,600	-	650		650	650	950
55	Conference Room B Remodel (772-16)	-	-	37,000	2,058	39,058	-	38,529	529	39,058	39,058	-
70	Inspector Vehicles (1) electric (2016 Approved Capital)		10,000			10,000	-	8,947		8,947	8,947	1,053
70	PP 4 Workstations (758-15) (Completed) (2016 Approved Capital- Purchased in 2015)		13,000		(3,865)	9,135	9,135	-		-	9,135	-
74	Maintenance Vehicles (2) electric (2016 Approved Capital)		20,000			20,000	-	17,894		17,894	17,894	2,106
79	ADA Improvement Main Parking Lot (710-14) (Complete)	109,000				109,000	94,201	9,884		9,884	104,085	4,916
79	Landscape CH3 Library Patio	6,000				6,000	-	-		-	-	6,000
79	CAMUTCD (California Manual on Uniform Traffic Control Devices) (738-15)		-	7,040		7,040	-	7,040		7,040	7,040	-
79	Resales Office Remodel (725-14)	70,000				70,000	40,107	9,356		9,356	49,463	20,537
79	Patio Furniture at Sales Office		-	2,500	6	2,506	-	2,506		2,506	2,506	-
79	Outdoor Furniture	35,000			(4,712)	30,288	35,248	(4,960)		(4,960)	30,288	-
79	Pedestrian Gate at Northwood Road			30,000		30,000	-	-		-	-	30,000
79	Main Gate Landscape Architect			8,000	-	8,000	-	-		-	-	8,000
79	Install sidewalk at Medical Center Building to Conference RM B (784-16)			30,000	-	30,000	-	-		-	-	30,000
Total Planned Capital Acquisitions		614,560	142,735	182,040	(19,441)	919,894	490,513	148,640	537	149,177	639,689	280,205



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: 2016/2017 INSURANCE RENEWAL
DATE: NOVEMBER 15, 2016
CC: FILE

At the regular meeting of the Finance Committee held on November 15, the Committee reviewed the proposal for the Foundation's and the Mutual's insurance for the policy period of December 1, 2016 to November 30, 2017, provided by DLD Insurance Brokers, Inc.

In an effort to obtain the most competitive quotes possible, yet still retain the necessary terms and coverage, DLD approached over 75 insurance carriers for the Directors & Officers (D&O) Insurance, the Errors & Omissions (E&O) Insurance, Forefront Portfolio (Crime/Fiduciary/KRE/Workplace Violence) Insurance and the Property/Causality Insurance to determine their interest in quoting the various coverages.

Property coverage premium for this renewal period has decreased by 10% while keeping the terms and conditions, including deductibles, the same due to the great strides made by GRF and the Mutuals to put loss control measures into place to mitigate future fire losses. Although other coverages within the policy package show increases ranging from 3% to 15.6% over the 2015/2016 policy period, the overall change for the 2016/2017 coverage period shows a *decrease* of 4% over the expiring policy. The resulting overall decrease is due to the heavier weight of the property coverage, making up 57% of the entire policy package. Premiums for the renewing coverage period listed by coverage type are shown in Exhibit A – 2016-2017 Premium Summaries for All Lines.

At its meeting on November 15, 2016, the Finance Committee unanimously recommended the Board approve the contract for the placement of Property, Boiler and Machinery, Flood (excluding earthquake), General Liability and Automotive Liability Insurance with Philadelphia and the placement of Umbrella Liability, Forefront Portfolio (crime, fiduciary, kidnap, ransom, extortion and workplace violence), E&O, D&O/Employee Practices Liability and Cyber Liability Coverage with the recommended carriers through DLD Insurance Brokers, Inc. for the period of December 1, 2016 to November 30, 2017, for a premium of \$1,999,912.

In addition, we are in the third year of a three-year term Pollution Policy, which expires in 2017, at \$99,255 or \$30,317 to be recognized for the 2016/2017 policy period.

Combining the new insurance proposal of \$1,999,912 with the current Pollution policy of \$30,317 results in an overall premium totaling \$2,030,229.

Combined funds (Foundation and Mutuals), in the amount of \$2,138,528 were included in the respective 2017 operating budgets based upon estimates and assumptions made during the budget period. (Exhibit B).

MOTION:

I move to approve the insurance proposal as submitted, in the amount of \$1,999,912, for the policy period of December 1, 2016 to November 30, 2017 and authorize the President to sign the required renewal documents, per the insurance proposal dated November 15, 2016, as prepared and submitted by DLD Insurance Brokers, Inc.



Exhibit A

2016-2017 Premium Summaries for All Lines:

Coverage	2015-2016 Expiring Premium	2016-2017 Renewal Premium	Differential
Property	\$1,271,055	\$1,154,639	10.08 % Decrease
General Liability	\$341,164	\$358,269	5 % Increase
Club Liability	Included in above	Included in above	Included in Above
Auto Liability	\$7,974	\$8,205	3 % Increase
Umbrella Liability	\$96,516	\$99,914	3.5 % Increase
Excess Umbrella	\$20,400	\$21,200	3.5 % Increase
ForeFront	\$14,398	\$14,398	Flat
GRF D&O/EPL	\$40,505 \$27,500 \$29,500 \$97,505	\$43,515 \$28,041 \$29,500 \$101,056	7.4% Increase 2% Increase Flat
Mutual's D&O/EPL	\$64,455 \$41,012 \$43,000 \$148,467	\$74,545 \$44,681 \$43,000 \$162,226	15.6% Increase 9% Increase Flat
Professional Liability / E&O	\$68,135	\$65,299	4% Decrease
GRF Cyber Liability	\$7,482	\$7,482	Flat
Mutual's Cyber	\$7,224	\$7,224	Flat
TOTAL (including all Taxes & Fees)	\$2,080,320	\$1,999,912	4% Decrease

2016/2017 Insurance Premium Payments - Proposed

Exhibit B

		Total	Mutual	GRF
Property and Boiler & Machinery		1,154,639.00	1,073,734.00	80,905.00
Automotive Liability		8,205.00	-	8,205.00
General Liability		358,269.00	286,615.00	71,654.00
Total Property and Liability	100%	1,521,113.00	1,360,349.00	160,764.00
Amt Billed for 9 Months (Jan - Sep)	75%	1,140,834.75	1,020,261.75	120,573.00
			1133500	1151000
Initial Payment - Prop & Liab (Dec)	25%	380,278.25	340,087.25	40,191.00
			1133500	1151000
Umbrella (Includes Excess Liability)		121,114.00		121,114.00
Forefront Security (GRF)		14,398.00		14,398.00
Directors & Officers Primary \$3M (GRF)		43,515.00		43,515.00
Excess D & O \$3M xs \$3M (GRF)		28,041.00		28,041.00
Excess D & O \$4M xs \$6M (GRF)		29,500.00		29,500.00
Cyber Liability (GRF)		7,482.00		7,482.00
Excess Flood - Additional \$5M		-	-	-
Errors & Omissions (GRF)		65,299.00		65,299.00
Directors & Officers (Mutuals)		74,545.00	74,545.00	
Excess D & O \$3M xs \$3M (Mutuals)		44,681.00	44,681.00	
Excess D & O \$4M xs \$6M (Mutuals)		43,000.00	43,000.00	
Cyber Liability (Mutuals)		7,224.00	7,224.00	
Subtotal (Initial Payment - Dec)		478,799.00	169,450.00	309,349.00
January Installment due in Dec		-	-	-
Total Initial Payment Paid In Dec		859,077.25	509,537.25	349,540.00
			1133500	1151000
Annual Pollution - 3-yr prepaid exp 11/17		30,317.00		30,317.00
Total Prepaid Insurance initial balance		889,394.25	509,537.25	379,857.00
			1133500	1151000
Service Fee		-	-	-
Grand Total Annual Insurance Premiums		2,030,229.00	1,529,799.00	500,430.00
2017 Budget		2,138,528.00	1,597,624.00	540,904.00
Budget Variance		108,299.00	67,825.00	40,474.00



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: GOLDEN AGE FOUNDATION LEASE RENEWAL
DATE: NOVEMBER 15, 2016
CC: FILE

At the regular meeting of the Finance Committee held on November 15, 2016, the Committee recommended the Golden Rain Foundation Board of Directors renew the Golden Age Foundation (GAF) lease dated April 27, 2016 for a one-year term commencing on February 1, 2017 and expiring on January 31, 2018, at the annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted. (Exhibit A)

MOTION:

I move to approve the renewal of the Golden Age Foundation (GAF) lease agreement for a one-year term commencing on February 1, 2017 and expiring on January 31, 2018, at the annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted and authorize the President to sign the lease agreement. (Exhibit A)

EXHIBIT A

No. _____

This lease agreement is made on February 1, 2017, between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Golden Age Foundation, a 501(c) 3 philanthropic organization (hereinafter referred to as "GOLDEN AGE") who agrees as follows:

1. OPENING CLAUSES

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

- a. GRF is the owner of the premises which consist of room 1A & 1B in Clubhouse Six (6) building of 790 square feet located at 1661 Golden Rain Road, Bldg. E. GOLDEN AGE is willing to lease the space from GRF pursuant to the provisions stated in this agreement.
- b. GOLDEN AGE has examined the premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing February 1, 2017, and shall expire January 31, 2018. GRF shall have the option to review this Agreement annually and renew for additional one (1) year periods.

3. ANNUAL RENTAL AND TAXES

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

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

4. USAGE

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

GOLDEN AGE's use of the premises as provided in this Agreement shall be in accordance with the following:

No. _____

- a. GOLDEN AGE or its members shall not operate as a business_____.
- b. GOLDEN AGE and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____.
- c. GOLDEN AGE shall not do, bring or keep anything in or about the premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the premises.
- d. GOLDEN AGE and each of its members and guests shall comply at all times with GOLDEN AGE's Bylaws attached to this Agreement and shall include a resolution from the GOLDEN AGE Board of Directors authorizing the President to sign this agreement.
- e. GOLDEN AGE and each of its members and guests shall comply at all times with all of the GRF regulations and rules of GOLDEN AGE's use of the premises including, without limitation, the obligation at GOLDEN AGE's cost to alter, maintain the alterations or restore the premises in compliance and conformity with all GRF regulations and rules relating to the condition, use, or occupancy of the premises during the term.
- f. GOLDEN AGE shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent premises or property, or in any manner that violates the law.

5. DISCLAIMER

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

6. MAINTENANCE

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

- a. GOLDEN AGE shall be liable for any damage to the premises resulting from the acts or omissions of GOLDEN AGE, its members, guests or any of its authorized representatives_____.
- b. GOLDEN AGE shall not make any alterations to the premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the lease. GRF can elect within six (6) months before expiration of the term, to

No. _____

require GOLDEN AGE to remove any alteration that GOLDEN AGE has made to the premises. If GRF so elects, GOLDEN AGE at its cost, shall restore the premises to the original condition.

- c. If GOLDEN AGE makes any alterations to the premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Manager) has received notice from GOLDEN AGE stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water. GRF states that said premises, and every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said premises are at the date hereof in good order, condition and repair.

8. INDEMNITY & INSURANCE

GOLDEN AGE and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the GOLDEN AGE's use or misuse (or the Boards' approval of the use) of room 1A & 1B in Clubhouse Six (6) building of 790 square feet located at 1661 Golden Rain Road, Bldg. E.

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

9. ASSIGNMENT

GOLDEN AGE shall not voluntarily assign or encumber its interest in this lease or in the premises, or sublease all or part of the premises, or allow any other

No. _____

person or entity to occupy or use all or any part of the premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

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

No interest of GOLDEN AGE in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by GOLDEN AGE.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to GOLDEN AGE. If a default cannot reasonably be cured within thirty (30) days, GOLDEN AGE shall not be in default of this Agreement if GOLDEN AGE commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

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

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

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

No. _____

- b. No act by GRF other than giving notice to GOLDEN AGE shall terminate this Agreement.
- c. GRF, at any time after GOLDEN AGE commits a default, can cure the default at GOLDEN AGE's cost. If GRF at any time, by reason of GOLDEN AGE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GOLDEN AGE shall be due immediately from GOLDEN AGE to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal usage of the facilities, GRF and its authorized representatives shall have the right to enter the premises at all reasonable times to determine whether the premises are in good condition and whether GOLDEN AGE is complying with its obligations under the Agreement_____.

12. NOTICE

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

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

13. WAIVER

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

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

No. _____

14. ATTORNEY'S FEES

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

15. MISCELLANEOUS

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

GOLDEN RAIN FOUNDATION_____
President (signature)_____
Print_____
Date_____
Mailing Address
_____**GOLDEN AGE FOUNDATION**_____
President (signature)_____
Print_____
Date_____
Mailing Address
_____**Attachments:**

1. CLUB Bylaws
2. CLUB Resolution

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: VIDEO PRODUCERS CLUB LEASE
DATE: NOVEMBER 15, 2016
CC: FILE

At the regular meeting of the Finance Committee held on November 15, 2016, the Committee recommended the Golden Rain Foundation Board of Directors renew the Video Producers Club lease. The current lease term commences on January 1, 2016 and expires on January 31, 2017, a thirteen-month term. An eleven-month renewal period is proposed commencing February 1, 2017 and expiring December 31, 2017 to bring future lease renewals in line with the calendar year, at an annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted. (Exhibit A)

MOTION:

I move to approve the Video Producers Club lease renewal for the period of February 1, 2017 through December 31, 2017, an eleven-month renewal period, to bring future lease renewals in line with the calendar year, at an annual rent of \$1.00 and authorize the President to sign the lease agreement. (Exhibit A)

EXHIBIT A

No. _____

This lease agreement is made on February 1, 2017, between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Video Producers Club (hereinafter referred to as "CLUB") who agrees as follows:

1. OPENING CLAUSES

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

- a. GRF is the owner of the premises which consist of room A in Clubhouse Three (3) building of 1,143 square feet located at 1421 Northwood Road. CLUB is willing to lease the space from GRF pursuant to the provisions stated in this agreement.
- b. Tenant has examined the premises and fully accepts its present condition.

2. TERM

The term of this lease shall be eleven (11) months, commencing February 1, 2017, and shall expire December 31, 2017. GRF shall have the option to review this Agreement annually and renew for additional one (1) year periods.

3. ANNUAL RENTAL AND TAXES

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

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

4. USAGE

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

CLUB's use of the premises as provided in this Agreement shall be in accordance with the following:

- a. CLUB or its members shall not operate as a business_____.
- b. CLUB and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____.

No. _____

- c. CLUB shall not do, bring or keep anything in or about the premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the premises.
- d. CLUB shall comply with the CLUB's Bylaws attached to this Agreement and shall include a resolution from the CLUB's Board of Directors authorizing the President to sign this agreement.
- e. CLUB shall comply with all of the regulations and rules of CLUB's use of the premises including, without limitation, the obligation at CLUB's cost to alter, maintain the alterations or restore the premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the premises during the term.
- f. CLUB shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent premises or property, or in any manner that violates the law.

5. DISCLAIMER

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

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

Neither the Golden Rain Foundation nor any of its directors, employees or agents assume any legal liability or responsibility for the video, nor do they represent that its use would not infringe privately owned rights."

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

No. _____

6. MAINTENANCE

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

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

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water. GRF states that said premises, and every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said premises are at the date hereof in good order, condition and repair.

8. INDEMNITY & INSURANCE

The CLUB and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims,

No. _____

damages, and any other matters pertaining to the CLUB's use or misuse (or the Boards' approval of the use) of room A in Clubhouse Three (3) building of 1,143 square feet located at 1421 Northwood Road.

Any CLUB's activities which require special insurance not mentioned herein will be maintained by CLUB. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

CLUB shall not voluntarily assign or encumber its interest in this lease or in the premises, or sublease all or part of the premises, or allow any other person or entity to occupy or use all or any part of the premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

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

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

10. DEFAULT

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

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to CLUB. If a default cannot reasonably be cured within thirty (30) days, CLUB shall not be in default of this Agreement if CLUB commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

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

No. _____

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

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

11. RIGHT OF ENTRY

In addition to normal usage of the facilities, GRF and its authorized representatives shall have the right to enter the premises at all reasonable times to determine whether the premises are in good condition and whether CLUB is complying with its obligations under the Agreement_____.

12. NOTICE

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

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

13. WAIVER

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

LEASE AGREEMENT - VIDEO PRODUCERS CLUB

No. _____

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

14. ATTORNEY'S FEES

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

15. MISCELLANEOUS

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

GOLDEN RAIN FOUNDATION

VIDEO PRODUCERS CLUB

President (signature)

President (signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: DIGITAL BILLBOARDS – NON-BUDGETED FUNDING
DATE: NOVEMBER 15, 2016
CC: FILE

At the October 3, 2016, meeting of the ITS Committee, the Committee duly moved and approved to install digital information centers (Monitors/Digital Billboards) in CH3, CH6 and Building 5. As funding for this project was not allocated within the 2016 Budget, the Committee seeks non-budgeted Operational Funds, from Cost Center 34, in an amount not to exceed \$4,000, for the equipment and installation of the three (3) digital information centers.

At the regularly scheduled meeting of the Finance Committee on October 18, 2016, the Committee approved non-budgeted funds from Cost Center 34, in an amount not to exceed \$4,000, for the purchase and installation of three (3) digital billboards.

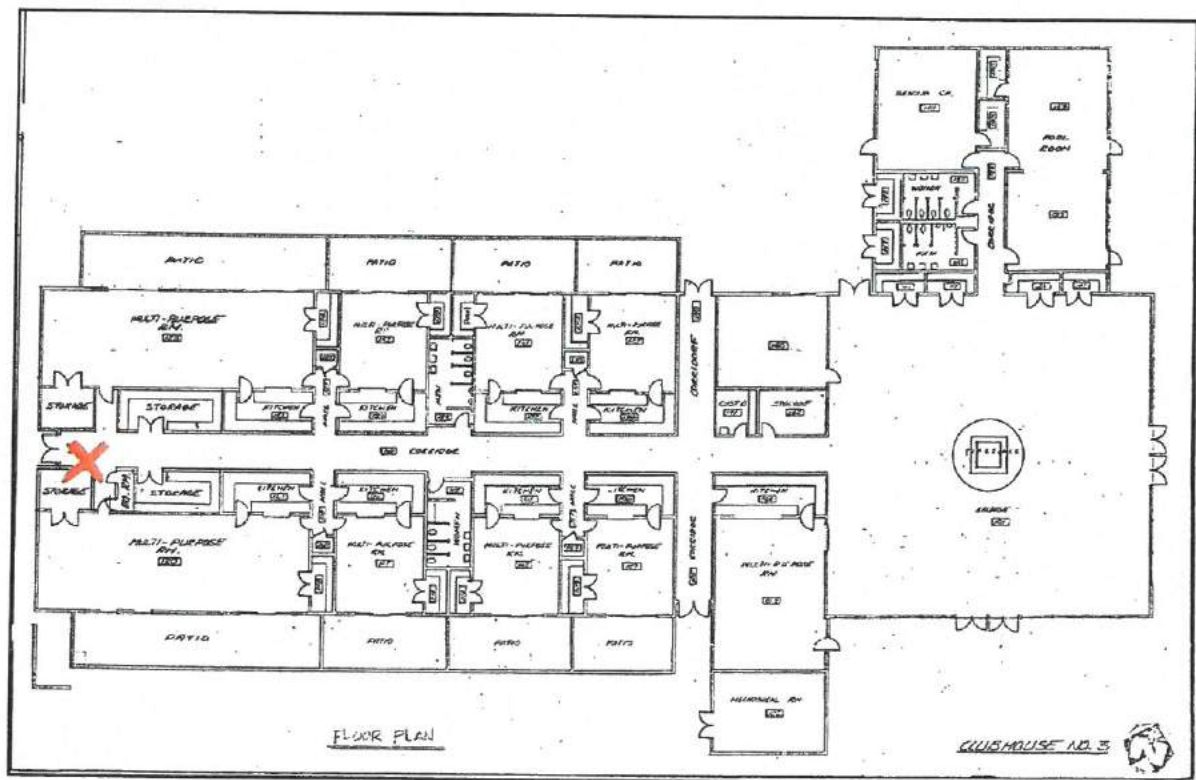
I move that the GRF Board of Directors approve non-budgeted expense, from Cost Center 34, Operational Funds, for the installation of digital information centers (Monitors/Digital Billboards), in Clubhouse Three and Six and Building Five, in an amount not to exceed \$4,000.

DIGITAL BILLBOARDS

Item	Description	Price	Quantity	Total
LG 40" TV	Display	\$250.00	3	\$750.00
Chromecast	Manage content remotely	\$70.00	3	\$210.00
TV Wall Bracket	Mount TV	\$17.00	3	\$51.00
Labor	Install brackets, mount TV, pull power	\$39.00	4.5	\$175.50
				*1.5 hrs labor per TV
			Total	\$1,186.50

 = Digital Billboard Location

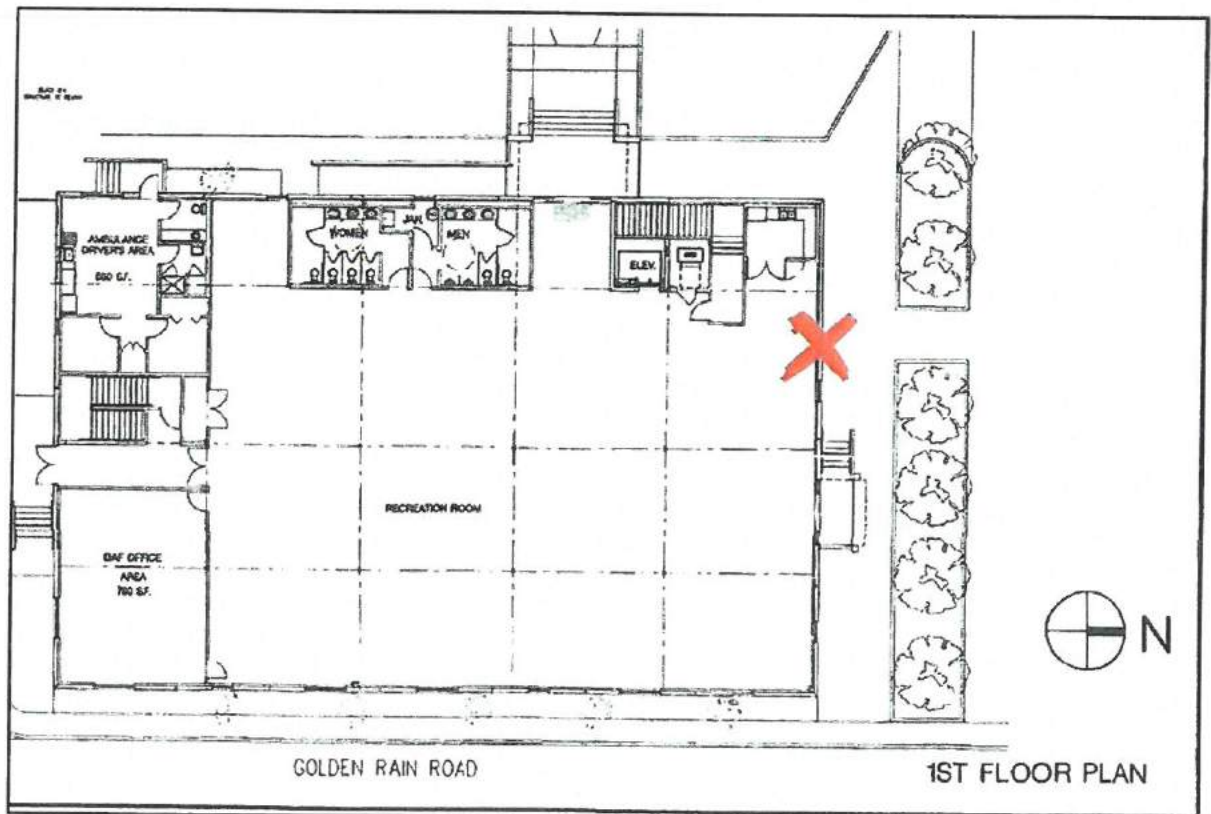
CLUBHOUSE 3



BUILDING 5 / CAFÉ

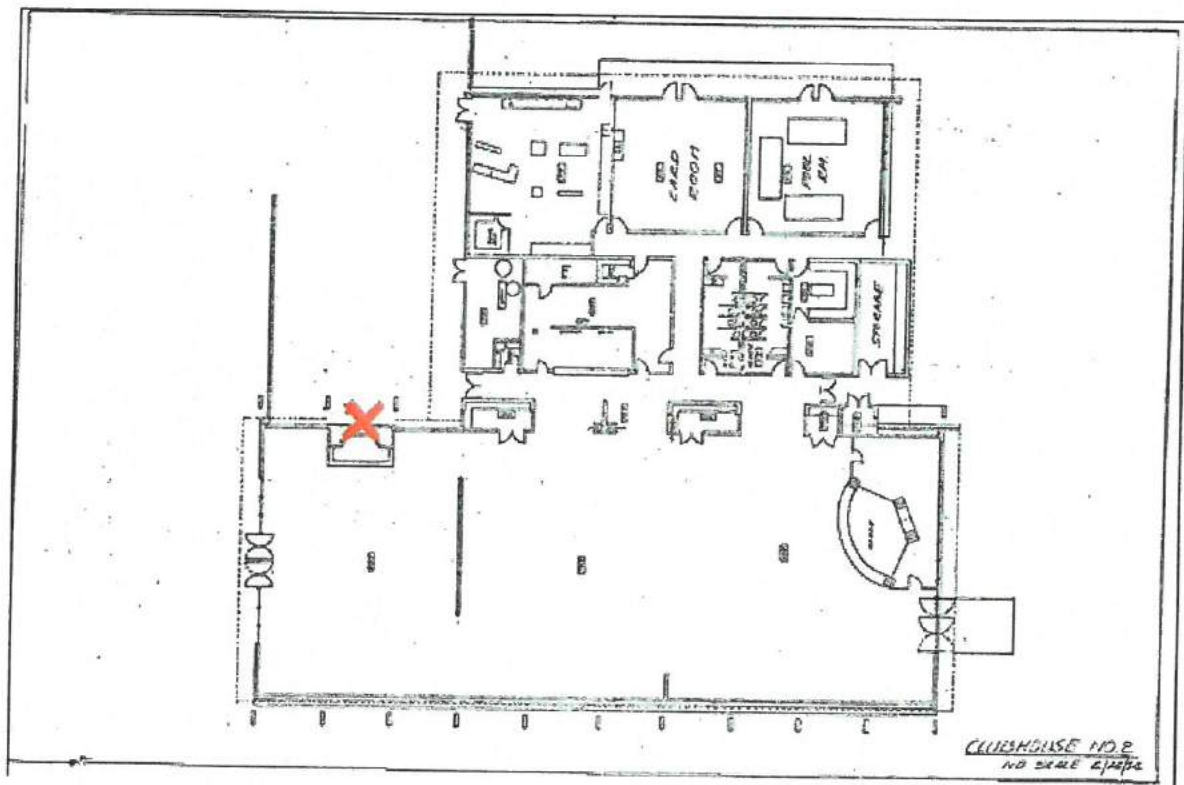


CLUBHOUSE 6



CLUBHOUSE 2

Item	Description	Price	Quantity	Total
Vizio D70-D3	Display	\$1200.00	1	\$1200.00
Chromecast	Manage content remotely	\$70.00	1	\$70.00
TV Wall Bracket	Mount TV	\$20.00	1	\$20.00
Labor	Install brackets, mount TV, pull power	\$39.00	1.5	\$58.50
				*1.5 hrs labor per TV
			Total	\$1348.50



BOARD ACTION REQUEST

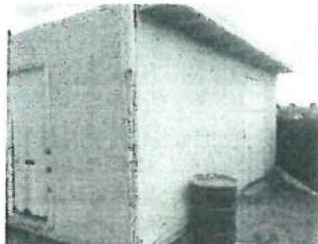
TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: STUCCO SHED SERVICE MAINTENANCE STORAGE
DATE: NOVEMBER 8, 2016
CC: FILE

At the regular scheduled meeting of the Physical Property Committee (PPC) on October 10, 2016, the Committee reviewed a quote from MJ Jurado to:

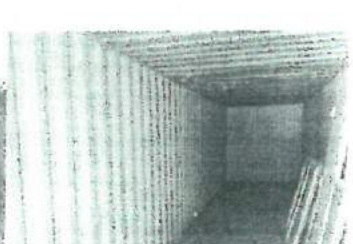
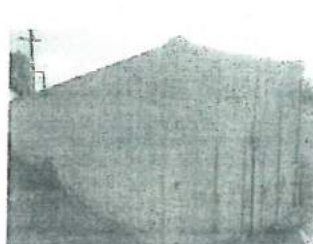
- Demolish the existing shed located in the Service Maintenance Yard;
- Haul away all debris;
- Relocate the cargo bin currently at the 1.8 area to the Service Maintenance Yard; and
- Sand blast and paint the interior of the cargo bin.

At a cost not to exceed \$5,500.

Stucco Shed at the Service Maintenance Yard, Dry rot damage rendered storage useless



Cargo Bin at 1.8 available to be relocated to the Service Maintenance Yard, interior needs to be sandblasted and painted



The Committee discussed the scope of work and cost provided by MJ Jurado. The PPC unanimously agreed to have MJ Jurado conduct this non-budgeted work, for a cost not to exceed \$5,500, and forward this project to the Finance Committee for funding.

At its regular scheduled meeting on October 18, 2016, the Finance Committee reviewed available funding for this project and unanimously resolved to approve non-budgeted expense, from Cost Center 74, in an amount not to exceed \$5,500, for MJ Jurado to perform the following tasks: 1) demolish the existing shed; 2) haul away all debris; 3) relocate cargo bin currently at

1.8 acre area to the Service Maintenance Yard; and 4) sandblast and paint the interior of the cargo bin.

I move to award a contract to MJ Jurado, to perform the following tasks: 1) demolish the existing shed at the Service Maintenance Yard; 2) haul away all debris; 3) relocate cargo bin currently at 1.8 acre area to the Service Maintenance Yard; and 4) sandblast and paint the interior of the cargo bin, in an amount not to exceed \$5,500, funding from Cost Center 74, and authorize the President sign the contract.

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: PARKING LOT FOCUSED DESIGN AND REVIEW
DATE: NOVEMBER 8, 2016
CC: FILE

At the direction of the Physical Properties Committee (PPC), staff was requested to obtain a cost from a qualified traffic engineer to review the parking lots, as noted in the picture below, and determine possibilities of reconfiguring the lots for additional parking spaces.

At the regular scheduled meeting of the PPC on October 10, 2016, the Committee reviewed a proposal, from Urban Crossroads (approved traffic engineering firm). The Committee discussed the scope of work and cost provided by Urban Crossroads. The PPC unanimously agreed to have Urban Crossroads conduct this non-budgeted work, at a cost not to exceed \$6,900, and forward this project to the Finance Committee for funding.



At its regular scheduled meeting on October 18, 2016, the Finance Committee reviewed available funding for this project and unanimously resolved to approve non-budgeted funding, from Cost Center 79, in an amount not to exceed \$6,900, for Urban Crossroads (traffic

engineering firm) to review the parking lots as described above for the purpose of determining possible reconfiguration for additional parking spaces.

I move to approve non-budgeted funding from Cost Center 79, in an amount not to exceed \$6,900, for Urban Crossroads to review the parking lots as described above for the purpose of determining possible reconfiguration for additional parking spaces, and to authorize the President sign the contract.



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CARPET, VIDEO PRODUCERS ROOM
DATE: NOVEMBER 8, 2016
CC: FILE

At the regular scheduled meeting of the Physical Property Committee (PPC) on October 10, 2016, the Committee reviewed quotes from three contractors to install carpet in half the room occupied by the Video Producers; requested by the Recreation Committee. The PPC unanimously approved to recommend a contract be awarded to Golden State Flooring to complete this task, at a cost not to exceed \$2,995, and forward this project to the Finance Committee for funding review

At its meeting on October 18, 2016 the Finance Committee reviewed the funding request by the (PPC) and unanimously approved this non-budgeted expense, from Cost Center 53, in an amount not to exceed \$2,995.

I move to award a contract to Golden State Flooring, in an amount not to exceed \$2,995, to install carpet in half the room occupied by the Video Producers Club, funding for this non-budgeted expense from Cost Center 53, and authorize the President to sign the contract.



Proposal

September 27, 2016

Golden Rain Foundation
Attn: George Hurtado

Re: _____

Provide and Install the following floor finishes:

Areas Included: Partial Room

Remove and dispose damaged VCT only (approximately 4'0" by 22'0")

Skim coat concrete substrate with Ardex Feather Finish as needed

Mannington carpet tile, style Portela, color St. Croix 3411

Provide and install Burke 4" rubber topset base.

Provide and install vinyl transition

Base Bid \$ 2,995.00

Included: Tax, freight. Saturday Installation as needed

Excluded: Removing or replacing furniture or equipment
Evening and Sunday Installation.
Floor Floating, floor leveling, floor grinding or floor scraping except as noted above.
Containment, Maintenance, Cleaning and Protection of floor finishes.

Sincerely,

Steve Gaydos

Steve Gaydos
Account Manager



Proposal

Project Name:
Project Address: Seal Beach Blvd, Seal Beach

Project No.:
Owners Project No.:

This document will serve as the agreement between the parties, unless amended and agreed to by both parties in writing. Any amendments to this agreement will be attached to this agreement and signed in acknowledgment of its content and amended terms and conditions.

Contract Amount - \$ 2,995.00 (Two Thousand Nine Hundred Ninety Five and 00/100 Dollars)

Payment Terms - All payments are due within thirty (30) days of invoice.

Insurance - Golden State Surfaces, Inc. to carry \$1,000,000 General Liability each occurrence, \$2,000,000 General Aggregate, & \$1,000,000 Automobile throughout the duration of the project.

Acceptance - Subject to the following terms and conditions, this Agreement shall be the exclusive agreement between the parties for all necessary materials and labor to complete the project listed above. Upon signature by an officer or authorized representative from each party this contract will be valid.

Warranty - GS Surfaces & its Sub-Contractors will warrant all goods and services for (1) one full year unless otherwise specified. In some cases manufacturer warranties may exceed the (1) year warranty. The warranty shall begin upon project sign-offs by city or state authorities. If the project does not require city or state involvement the project will be deemed completed upon a mutually agreed upon date between the parties.

Entire Agreement - This agreement, including all items incorporated by reference, contains the final and entire Agreement between GS Surfaces & its Client, and no agreement or understanding purporting to add to or modify the terms and conditions shall be binding upon either Party unless mutually agreed and evidenced by a separate document signed on or subsequent to the date of this Agreement.

Choice of Law and Limitations - This Agreement will be governed and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any claim of whatever nature arising out of or connected with this Agreement shall be resolved by final and binding arbitration conducted in Santa Ana, California by JAMS (formerly known as Judicial Arbitration and Mediation Service) pursuant to its rules then in effect ("JAMS Rules"). Each party that is not a resident of Orange County ("Non-Resident Party") hereby waives any challenge to the personal or other jurisdiction of JAMS. Each Non-Resident Party agrees that, notwithstanding any contrary provision of the JAMS Rules, any arbitration document must be served on such Non-Resident Entity. Judgment upon the award rendered by the process of arbitration may be entered in any court having competent jurisdiction therefore.

Agreed to and accepted.

Golden State Surfaces, Inc.

Authorized Client Signature

Printed Name

Date

Printed Name

Date

Title

Title

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: SERVICE MAINTENANCE, WOOD SHOP EQUIPMENT AND ELECTRICAL PANEL REPLACEMENT
DATE: NOVEMBER 15, 2016
CC: FILE

The Service Maintenance Wood Shop has been operating with equipment (Reserve Asset ID 0808) in many areas in excess of 20 years old and, in couple of key areas, over 40 years old. This equipment does not have the required CALOSHA safety features (blade brakes, safety rails, emergency shut off switches, and proper dust extraction system). The need to replace and upgrade the equipment was further identified when a review of the electrical panel revealed a clear and present need to completely replace the panel and circuit breakers.

Overloaded Electrical Panel



Service Maintenance Wood Shop



At the November meeting of the Strategic Planning Ad Hoc Committee, the Committee reviewed this need and gave the replacement of the wood shop equipment a high priority due to safety concerns.

Based upon safety concerns and the condition of the electrical panel, the Executive Director brought this matter to the attention of the Finance Committee for immediate funding.

At the November 15, 2016 meeting of the Finance Committee, the Committee moved to recommend to the Board the replacement of the Service Maintenance Wood Shop Equipment and Electrical Panel, Asset ID 0808, at a cost not to exceed \$42,000, funding through Reserves. The Committee further recommended, the transfer of \$42,000 from Capital Funds into the Reserve Fund, for the purpose of funding of the non-scheduled equipment replacements.

For the breakdown of equipment and associated replacement costs, see attached Exhibit A.

I move to approve the replacement of the Service Maintenance Wood Shop equipment as Identified in Exhibit A, Reserve Asset ID 0808, and authorize the Executive Director to initiate the purchase and installation of the equipment and replacement of the electrical panel. I further move to approve the transfer of \$42,000, from Capital Funds into the Reserve Fund, for the purpose of funding the noted replacements.

Exhibit A

Wood Shop Equipment Replacement (Asset ID 0808)	
14" TABLE SAW W/ 50" WORK BENCH	\$5,113
RADIAL ARM SAW W/ 12" BLADE / 24" CROSS-CUT	\$4,374
12" WOOD WORKING BAND SAW	\$860
18" LASER DRILL PRESS	\$931
(11) ADJUSTABLE HEIGHT WORK BENCH	\$3,442
5 HP 60 GAL AIR COMPRESSOR	\$1,250
EXTRACTION SYSTEM	\$4,394
10" DIA. SLIDING COMPOUND MITER SAW – DOUBLE BEVEL	\$599
45 GAL FLAMMABLE STORAGE CABINET	\$745
BENCH Grinders (2)	\$710
METAL CABINETS	\$2,475
6"x 89" OSCILLATING EDGE SANDER	\$916
WALL HEATERS	\$450
REPLACEMENT OF ELECTRICAL PANEL / NECESSARY WIRING	\$6,000
Sub Total	\$32,259
Shipping	\$3,000
Tax	\$2,581
Sub Total	\$37,840
Contingency (10%)	<u>\$3,784</u>
Total	\$41,624

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: LIBRARY, NON-BUDGETED FUNDING REQUEST – REPLACEMENT OF PUBLIC ADDRESS SYSTEM
DATE: NOVEMBER 9, 2016
CC: FILE

At the November 9, 2016 meeting of the Recreation Committee, the Committee reviewed the following request:

- Replacement of the public address system in the Library, which will provide :

Enhanced audibility of emergency and closing announcements within the Library.

Sound system



It was recently determined that an updated public address system is necessary in the Library. The current system is antiquated and does not provide adequate coverage in case of emergency. The public address system is used to make the Library's emergency and daily closing. The current system fails to cover the far corners of the Library and is not heard by residents in these areas.

The Recreation Committee duly moved and approved to replace the public address system, pending non-budgeted funding approval by the Finance Committee.

At its regularly scheduled meeting on October 18, 2016, the Finance Committee reviewed available funding for this project and resolved to approve the non-budged expense, from Cost Center 35, in an amount not to exceed \$2,600.00.

I move to approve the Leisure World Maintenance Department to install a new public address system for the Library, in an amount not to exceed \$2,600.00, non-budgeted expense, including labor and materials, from Cost Center 35.

Purchase of the Sound System for the Library

Pyle speakers left over from CH 5
Conference Room

12@\$0.00 = \$0.00

Speaker Bridge 12@\$9.20 = \$116.40

Speaker wire 500' = \$21.50

Speaker transformer 12@\$6.93 = \$83.16

Amplifier \$521.90

Misc. \$25.00

Tax \$61.44

Total parts \$829.40

Labor

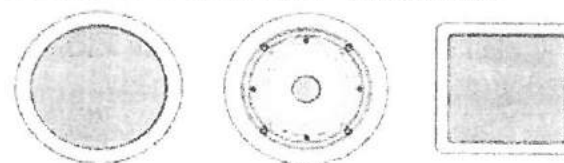
44 hrs @\$39.00/hr = \$1,716.00

Total estimate \$2,545.40

PYLE®

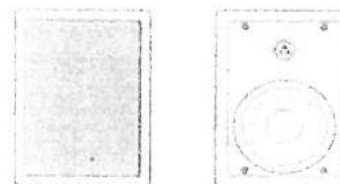
IN-CEILING SPEAKERS

•PDIC60 PDIC60T PDIC80 PDIC80T
•PDIC51RD PDIC61RD PDIC81RD
•PDIC55SQ PDIC65SQ PDIC85SQ
•PWRC52 PWRC62 PWRC82
•PWRC51 PWRC61 PWRC81
•PDIC51RDBK PDIC61RDBK PDIC81RDBK
•PDIC51RDSL PDIC61RDSL PDIC81RDSL
•PDIC51RDWT PDIC61RDWT PDIC81RDWT



IN-WALL SPEAKERS

•PDIW52 PDIW62 PDIW55 PDIW65
•PDIWCS56 PDIWCS62 PDIWS8 PDIWS10 PDIWS12
PDIWS28
•PDIW57 PDIW67 PDIW87
•PDIW55BK PDIW55WT PDIW55SL PDIW65BK PDIW65WT
PDIW65SL
•PDIWCS56BK PDIWCS56WT PDIWCS56SL



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Quam SSB2

Suspended Ceiling T-bar Support Bridge for 8" Speakers

QUP PART # SSB2



Our Price: \$9.70 List Price: \$9.90 (Low Price Guarantee)		
Qty: 1	<input type="button" value="Add to Cart"/>	<input type="button" value="Add to Quote"/> <input type="button" value="Add to Wishlist"/>
<input type="text"/>	<input type="text"/>	In Stock

[See all Quam T-Bars, Trim Rings, Bridges, Hangers for mounting speakers](#)

- [Description](#)



Quam

The Quam SSB-2 speaker support bridges are universal loudspeaker-baffle mounting devices that eliminate tile sag caused by the weight of the installation on suspended ceiling, markedly reduce the required installation time and eliminate the need for stocking different mounting devices to match various baffle and backbox configurations. The SSB-2 is designed for 8" loudspeakers, round or square baffles and back boxes.

Quam SSB2 Features:

- Rust-resistant metal eliminates hazards of combustion and toxic fume release
- "Load Bearing" device designed to eliminate ceiling tile or drywall sag
- Will accommodate Backboxes
- Designed to reduce installation time

Home / TVs & Entertainment / Cables & Accessories / Audio Cables / Speaker Wire / Pyramid RSW18500

Pyramid High Quality 18 Gauge Speaker Zip Wire (500' Spool)

B&H # PY18HQSZW500 • MFR # RSW18500

PYRAMID DESIGN



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Free Expedited Shipping on Orders over \$49

PRODUCT HIGHLIGHTS

- 18 Gauge
- 500' Spool

★★★★☆ Reviews: 6 (3&A 0)

You Pay: **\$21.50**

1 QTY



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Rip-Tie Lite 1/2 x 8"
Light-duty Strap

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Belkin RJ-45 Crimp
Tool

\$13.19

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Remote Audio Adapt-
a-Pak Pro Kit

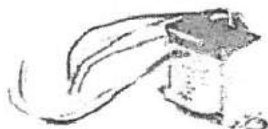
\$199.99

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*This is **Pyramid High Quality 18 Gauge Speaker Zip Wire (500' Spool)** for connecting speakers to a source device.*

Bogen Communications T725 Speaker Matching Transformer, 4, 2, 1, 1/2, 1/4, 1/8 Watt Taps

OUT PART # T725



Our Price: \$6.93		List Price: \$12.16	
You save 43%! (Low Price Guarantee)			
Qty: 1		Add to Quote	Add to Wish List
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In Stock			

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• [Description](#)

BOGEN
COMMUNICATIONS, INC.

Allows an 8-ohm speaker to connect to 70V or 25V amplifier outputs

- T725 Power Taps: 4, 2, 1, 1/2, 1/4, 1/8 watts
- Easily-accessed, stripped and tinned wire terminations
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Bogen Communications GS150D Gold Seal Series Amplifier (150W) B&H # BOGS150D • MFR # GS150D

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- Dual-Function 10-Band Graphic EQ
- Audio Enhancement Circuit
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Watts: 150

60 100 **150** 250 500

You Pay: \$521.90

1 Qty



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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: LIBRARY, NON-BUDGETED FUNDING REQUEST – REPLACEMENT OF CIRCULATION COUNTER AND CLERKS DESK
DATE: NOVEMBER 9, 2016
CC: FILE

At the November 9, 2016 meeting of the Recreation Committee, the Committee reviewed the following request:

- Replacement of Circulation counter and clerk desk in the Library, which will provide :

Enhanced ergonomics, function and work efficiency, which would be maximized by the replacement of staff work stations within the Library.

Circulation Counter



Clerk Desk



Work stations are not ergonomically correct for PC use. Storage and shelf space for reference material and ongoing projects is limited and disorganized.

The Recreation Committee duly moved and approved to replace the Circulation counter and clerks desk, pending Non-budgeted funding approval by the Finance Committee.

At its regularly scheduled meeting on October 18, 2016, the Finance Committee reviewed available funding for this project and resolved to approve the non-budged expense, from Cost Center 35, in an amount not to exceed \$15,000.

I move to approve the purchase and installation of the Circulation counter and clerk's desk in the Library, from Talimar Systems, Inc., in an amount not to exceed \$15,000.00, non-budgeted expense, from Cost Center 35.