



Board of Directors

Agenda
Clubhouse Four
Tuesday, December 27, 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 (pp. 3-20)
 - a. November 22, 2016
 - b. November 29, 2016 (Special)
 9. New Business
 - a. Architectural Design and Review Committee
 - i. Landscape Replacements, Four Locations (Ms. Hopewell, pp. 21-28)
 - b. Executive Committee
 - i. Amend Policy 5025-30, Election Materials (Ms. Stone, pp. 29-36)

- c. Finance Committee
 - i. Accept November 2016 Financial Statements for Audit (Ms. Stone, pp. 37-44)
 - ii. Consideration of Annual Leases (Ms. Hopewell, pp. 45-70)
 - 1. Genealogy Club
 - 2. Historical Society
 - 3. Radio Club
 - 4. Theater Club
 - iii. Sales Office – Enhanced Internet Service (Mr. Stone, pp. 71-72)
- d. Mutual Administration Committee
 - i. **FINAL APPROVAL:** Policy 1201-33, Photo ID Cards (Ms. Greer, pp. 73-76)
 - ii. **FINAL APPROVAL:** Policy 5061-31, Fees (Ms. Hopewell, pp. 77-82)
 - iii. **FINAL APPROVAL:** Policy 5536.1-33, Gate Passes (Ms. Rapp, pp. 83-90)
- e. Physical Property Committee
 - i. Paving Project, Phase One (Ms. Greer, pp. 91-94)
 - ii. Replacement of Concrete and Trees Removal at South Entry, Building Five (Ms. Rapp, pp. 95-96)
 - iii. New Pedestrian Gate off North Gate Road (Mr. Lukoff, pp. 97-100)
 - iv. Trust Property -Red Curb Study (Ms. Tran, pp. 101-106)
 - v. Nassau Drive Landscape Removal (Ms. Stone, pp. 107-110)
- f. Security, Bus & Traffic Committee
 - i. **FINAL APPROVAL:** Adopt Policy 1927-37, Parking Rules for Trust Property (Mr. McGuigan, pp. 111-130)
 - ii. **FINAL APPROVAL:** Adopt Policy 1927.1-37, Fees (Fines) for Parking Rules Violations on Trust Property (Mr. Pratt, pp. 131-133)
- 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. **January 24, 2017, 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 November 2016 Committee meetings:

- Minutes of the Strategic Planning Ad Hoc Committee Board Meeting of November 1, 2016
- Minutes of the Security, Bus & Transportation Committee Board Meeting of November 2, 2016
- Minutes of the ITS Committee Board Meeting of November 7, 2016
- Minutes of the Architectural Design and Review Committee of November 8, 2016
- Minutes of the Mutual Administration Committee Board Meeting of November 8, 2016
- Minutes of the Publications Committee Board Meeting of November 9, 2016
- Minutes of the Recreation Committee Board Meeting of November 9, 2016
- Minutes of the Executive Committee Board Meeting of November 10, 2016
- Minutes of the Physical Properties Committee Board Meeting of November 14, 2016
- Minutes of the Finance Committee Board Meeting of November 15, 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 MEETING MINUTES
GOLDEN RAIN FOUNDATION
November 22, 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 10:00 a.m. on Tuesday, November 22, 2016, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Tommy Fileto, Recreation Supervisor, lead the Pledge of Allegiance.

ROLL CALL

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

PRESIDENTS COMMENTS

The President did not offer comments.

ANNOUNCEMENTS/ SERVICE AWARD PRESENTATIONS

The GRF Board of Directors held a work study session on Monday, November 21, 2016.

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

Four employees were recognized with service awards.

Marsha Stamper	Purchasing Department	5 years
Bob Gass	Security Department	5 years
Ruben Gonzalez	Service Maintenance Department	10 years
Edgar Santamaria	Service Maintenance Department	30 years

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. 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

Three shareholder/members offered comments.

CONSENT CALENDAR – APPROVAL OF BOARD COMMITTEE MEETING MINUTES

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

APPROVAL OF BOARD MEETING MINUTES

The minutes of the September 26, 2016 and October 22, 2016 Golden Rain Foundation Board meetings were approved, by general consent of the Board, as distributed.

NEW BUSINESS

Security, Bus & Traffic Committee

Approve Replacement of Air Conditioning Units in Two Buses – Non-budgeted Funding

Currently, four of the 1994 buses are in need of new air conditioning units, as they are either not working or are working inadequately; it is the recommendation of the Fleet Manager for at least

two of the four buses be equipped with operating air conditioning units. Bids were requested from three vendors; one reply was received.

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 38, in an amount not to exceed \$8,200.00.

Mrs. Perrotti MOVED, seconded by Ms. Rapp-

TO award a contract to Pro-Air to install two (2) rear air conditioning 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.

Two Board members, the Executive Director and the Fleet Manager spoke on the motion.

The motion was carried unanimously by the Board members present.

TENTATIVE APPROVAL: Adopt Policy 1927-37, Parking Rules for Trust Property

At the regularly scheduled meeting of the Security, Bus & Traffic Committee (SBTC) on November 2, 2016, the SBTC recommended 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.

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

TO tentatively adopt 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.

TENTATIVE APPROVAL: Adopt Policy 1927.1-37, Fees (Fines) for Parking Rules Violations on Trust Property

At the regularly 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.

At the regularly scheduled meeting of the Finance Committee (FC), on November 15, 2016, the Committee recommended the Golden Rain Foundation Board of Directors tentatively adopt Policy 1927.1-37, Fees (Fines) for Parking Rules Violations on Trust Property.

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

Mrs. Tran MOVED, seconded by Mrs. Perrotti-

TO tentatively adopt 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.

Ms. Snowden MOVED, seconded by Mrs. Perrotti-

TO add the action of the Finance Committee, pertaining to Policy 1927.1-37, Fees (Fines) for Parking Rules Violations on Trust Property, to the corresponding agenda narrative.

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

The amended main motion was carried with one no vote (Greer).

Adopt Policy 1927.2-37, Parking Rules Violation Panel (PRV)

At the regularly 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 1927.2-37, Parking Rules Violation Panel (PRV).

Mrs. Perrotti MOVED, seconded by Ms. Snowden -

TO ADOPT Policy 1927.2-37, Parking Rules Violation Panel.

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

Architectural Design and Review Committee

Approve Replacement Leisure World Logo and GRF Logo

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 a new one for Community Identity, as well as a new one for Golden Rain Foundation of Seal Beach (included in agenda packet).

Ms. Hopewell MOVED, seconded by Ms. Rapp-

TO approve the Community identity logo, as noted, and the replacement of the existing logo of the Golden Rain Foundation of Seal Beach.

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

The motion was carried unanimously by the Board members present.

Approve Allocation of Trust Property, Amphitheater GAF Donor Wall

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 (Exhibit A in agenda packet) for use by the Golden Age Foundation to establish a Donor Wall to specifications approved by the ADRC.

Ms. Hopewell MOVED, seconded by Ms. Rapp-

TO approve the allocation in accordance with Section VII of the Trust Agreement (Exhibit B in agenda packet), Trust Property identified as the ramp wall at the entrance to the Amphitheater (Exhibit A in agenda packet) 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.

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

The motion was carried with two abstentions (Doderer and L. Stone).

Executive Committee

Approve 2017 Election Materials

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 in the agenda packet reflected 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

Attached for election process reference:

- Policy 5025-33, Election Procedures
- Policy 5026-30, Election of Officers
- Policy 2811-36, Golden Rain News Coverage of Candidates Running for the GRF Board

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.

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

TO approve the 2017 election materials and the election process

for the 2017 GRF Board of Directors election.

Adopt Policy 5092-30, Board of Directors' Code of Ethics and Conduct

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.

Mrs. Reed MOVED, seconded by Ms. Rapp -

TO approve Policy 5092-30, Board of Directors' Code of Ethics and

Conduct.

Nine Board members spoke on the motion.

Mr. Lukoff MOVED, seconded by Mrs. Doder-

TO make Policy 5092-30, Board of Directors' Code of Ethics and

Conduct a stand-alone policy, keeping the preface as the code of

ethics, with the remainder to go back to the Executive Committee for

revision.

Four Board members spoke on the amendment.

The amended motion failed with eleven no votes (Perrotti, Snowden, Reed, Hopewell, Rapp, Hood, McGuigan, Doderio, Greer, Tran and Fekjar).

Mrs. Reed moved, seconded by Ms. Hopewell-

TO refer Policy 5092-30, Board of Directors' Code of Ethics and Conduct back to the Executive Committee.

The motion was carried with one abstention (Lukoff).

Finance Committee

Accept October Financials for Audit

At the regularly scheduled 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.

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

TO accept the October 2016 Financial Statements for audit.

Approve Golden Rain Foundation and Mutual Insurance Policies Renewal

At the regularly scheduled 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 in agenda packet).

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

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.

Approve Golden Age Foundation Lease

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 in agenda packet).

Mr. Lukoff MOVED, seconded by Ms. Rapp -

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 in agenda packet).

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

Ms. Snowden MOVED, seconded by Mr. Hood-

TO amend the terms of the Golden Age Foundation lease to reflect an eleven month lease, commencing February 1, 2017 and expiring December 31, 2017 to bring future lease renewals in line with the calendar year.

The amended motion was carried with two abstentions (Doderio and L. Stone).

Approve Video Producers Lease

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 in agenda packets).

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

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 in agenda packet)

One Board member spoke on the motion.

The motion was carried unanimously by the members present.

ITS Committee

Digital Billboards, Non-budgeted Funding

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 \$4,000.00, for the purchase and installation of three (3) digital billboards.

Ms. Snowden MOVED, seconded by Ms. Hopewell-

TO 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 \$4,000.00.

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

The motion was carried unanimously by the Board members present.

Physical Property Committee

Service Maintenance, Removal of Storage Shed/Relocation of Storage Container

At the regularly 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 \$5,500.00.

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 \$5,500.00, for MJ Jurado to perform the tasks.

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

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 \$5,500.00, funding from Cost Center 74, and authorize the President sign the contract.

Engineering Service, Parking Lot Layout – Administration, Clubhouse Six, Medical Center and Amphitheater Parking Lots

At the regularly scheduled meeting of the Physical Property Committee (PPC) on October 10, 2016, the Committee reviewed a proposal, from Urban Crossroads (approved traffic engineering firm). The PPC unanimously agreed to have Urban Crossroads conduct this non-budgeted work, at a cost not to exceed \$6,900.00, and forward this project to the Finance Committee for funding.

At its regularly 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 \$6,900.00, 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.

Ms. Rapp MOVED, seconded by Mr. Hood and carried unanimously by the Board members present, as amended -

TO approve non-budgeted funding from Cost Center 79, in an amount not to exceed \$6,900.00, for Urban Crossroads to review the parking lots at the Administration, Clubhouse Six, Medical Center and Amphitheater buildings, for the purpose of determining possible reconfiguration for additional parking spaces, and to authorize the President sign the contract.

Approve Contract, Carpet for Video Producers Room

At the regularly scheduled meeting of the Physical Property Committee (PPC) on October 10, 2016, the Committee considered a request from the Recreation Committee: to review quotes from three contractors to install carpet in half the room occupied by the Video Producers; the PPC unanimously approved to recommend a contract be awarded to Golden State Flooring to complete

the task, at a cost not to exceed \$2,995.00, and forwarded 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 \$2,995.00.

Mrs. Greer MOVED, seconded by Ms. Fekjar and

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.

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

The motion was carried unanimously by the Board members present.

Approve Replacement of Wood Shop Equipment

The Service Maintenance Wood Shop has been operating with equipment (Reserve Asset ID 0808) in many cases 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.

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 on these 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 \$42,000.00, funding through Reserves. The Committee further recommended, the transfer of \$42,000.00, from Capital Funds into the Reserve Fund, for the purpose of funding of the non-scheduled equipment replacements. The breakdown of equipment and associated replacement costs was provided in the agenda packet.

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

TO approve the replacement of the Service Maintenance Wood Shop equipment (as identified in Exhibit A in the agenda packet), 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 \$42,000.00, from Capital Funds, into the Reserve Fund, for the purpose of funding the noted replacements.

Recreation Committee

Approve Contract, Library Public Address System, Non Budgeted Funding

At the November 9, 2016 meeting of the Recreation Committee, the Committee reviewed the request to replace the public address system in the Library, which will provide enhanced audibility of emergency and closing announcements within the Library. The current system is antiquated and does not provide adequate coverage in case of emergency. 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-budgeted expense, from Cost Center 35, in an amount not to exceed \$2,600.00.

Mr. Moore MOVED, seconded by Mrs. Tran –

TO approve the Leisure World Service 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.

One Board member spoke on the motion.

The motion was carried unanimously by the Board members present.

Approve Replacement of Library Circulation Desk and Clerk's Desk, Capital Funding

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.

At its regularly scheduled meeting on October 18, 2016, the Finance Committee reviewed available funding for this project and resolved to approve the non-budgeted expense, from Cost Center 35, in an amount not to exceed \$15,000.00.

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

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.

One Board member spoke on the motion.

The motion was carried with five no votes (Dodero, Greer, Reed, L. Stone, Tran).

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 bicycle thefts.

BOARD MEMBER COMMENTS

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

ADJOURNMENT

The meeting was adjourned was at 11:42 a.m.

Joy Reed, Corporate Secretary
GRF Board of Directors
/dfb 11.22.16



**BOARD OF DIRECTORS SPECIAL MEETING MINUTES
GOLDEN RAIN FOUNDATION
November 29, 2016**

CALL TO ORDER

President Damoci called the special meeting of the Golden Rain Foundation (GRF) Board of Directors (BOD) to order at 2:00 p.m. on Tuesday, November 29, 2016, in the Clubhouse Four.

ROLL CALL

The Corporate Secretary reported that Directors R. Stone, Perrotti, Snowden, Pratt, L. Stone, Reed, Hood, Hopewell, Rapp, McGuigan, Dodero (left at 3:32 p.m.), Greer (left at 3:31 pm.), Damoci, Lukoff, Tran (left at 3:32 p.m.), Fekjar (left at 3:33 p.m.) and Moore were present. Director Scheuermann was absent. Seventeen Board members were present with a quorum of nine. Executive Director Randy Ankeny was also present.

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. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

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

Nineteen Shareholder/Foundation members offered comments.

BUSINESS

Recreation Vehicle Club Lease

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

TO [acknowledge that] we are the property managers, by definition, and will manage the Recreation Vehicle Park land, to offer a five year non-transferrable lease to individual shareholders who own a RV and want to store their unit in one of our spaces, [to stipulate] the RV owner must be a shareholder in good standing, [to] keep the current attendant in his current position, to recommend the Stock Transfer Department handle the records, transactions and documents and the Recreation Vehicle Club to administer the Club.

Seven Board members spoke on the motion.

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

TO recommend the individual currently performing duties for the Recreation Vehicle Storage Site be invited to apply for the position as a GRF employee.

The amendment was carried with six no votes (Dodero, Greer, Lukoff, Moore, Rapp, Reed) and one recusal (R. Stone).

One Board member spoke on the amended main motion.

Mr. Lukoff MOVED, seconded by Mr. McGuigan-

TO call the question.

Golden Rain Foundation Board Meeting Minutes, November 29, 2016

The motion failed with nine no votes (Dodero, Greer, Hopewell, Lukoff, Moore, Rapp, Reed, Snowden, Tran) and one recusal (R. Stone).

Ms. Stone MOVED, seconded by Ms. Rapp and carried unanimously by the Board Members present, with one recusal (R. Stone) –

TO approve the Recreational Vehicle Club lease for renewal, with terms to be determined by the Golden Rain Foundation Board, at a near and future meeting date.

One Board member spoke on the motion.

Mr. Lukoff MOVED, seconded by Ms. Snowden –

TO refer the Recreational Vehicle Club lease to the Finance Committee, for review.

The motion failed with nine no votes (Greer, Hopewell, Lukoff, McGuigan, Moore, Rapp, Reed, L. Stone, Tran) and one recusal (R. Stone).

Eleven Board Members spoke on the motion.

Establish Recreational Vehicle Lot Negotiation Sub-committee

Mrs. Damoci MOVED, seconded by Ms. Rapp-

TO establish a Recreational Vehicle Lot Negotiation Sub-committee and appoint GRF Directors Damoci (Chair), Greer, Hopewell, Lukoff, Pratt, Rapp and L. Stone as members.

Two Board members spoke on the motion.

The motion was carried with one recusal (R. Stone).

BOARD MEMBER COMMENTS

Twelve Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned at 3:44 p.m.

Joy Reed, Corporate Secretary
GRF Board of Directors
11/29/16/dfb



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN REVIEW COMMITTEE (MW)
SUBJECT: LANDSCAPE PROJECTS
DATE: DECEMBER 20, 2016
CC: FILE

At its special meeting on December 20, 2016 the Architectural Design Review Committee (ADRC) looked at areas in the Community in need of landscaping upgrades. The Committee looked at the proposals from current GRF Landscaper, Johns Landscape Maintenance (JLM), for the following areas and cost:

#10 Palm Island/Admin	\$	1,000
#13 Entrance J Island	\$	7,249
#14 Pump Island	\$	2,000



Palm Island/Admin \$ 1,000



Entrance J Island and flag pole



\$ 7,249



Pump Island \$ 2,000

Scheduled 2017 Reserve Funding is available for landscape replacement in the amount of \$10,249. The majority of the Committee agreed to recommend to the GRF Board landscape

replacements in the area of the parking lot at the Administration/Healthcare Center, described as Palm Island, Entrance J Island and Flag Pole, and Pump Island, using Reserve Funds, in an amount not to exceed \$10,249 (see Exhibit A).

At the same meeting, the ADRC also looked at the South Side Hill need for landscaping improvements, between the Amphitheater and Healthcare Building.



South Side Hill \$ 3,206

Upon review of the proposal from JLM, the majority of the Committee agreed to recommend to the GRF Board landscape replacements in this area, for a cost not to exceed \$3,206, using Capital Funding (see Exhibit B).

I move to award contracts to JLM for the landscape replacements in the areas of the parking lot at the Administration/Healthcare Center described as Palm Island, Entrance J Island, and Pump Island, using Reserve Funds, in an amount not to exceed \$10,249, per proposals dated December 9 and 19, 2016, and to award a contract for landscape improvements at the South Side Hill, between the Amphitheater and Healthcare Building, for a cost not to exceed \$3,206, per proposal dated November 7, 2016, using Capital Funding and approve the President sign the contracts.

R

EXHIBIT A

#10-Palm Island Planter – Reserves



Johns Landscape Service, Inc.
4551 Cambury Drive, La Palma, CA 90623
(562) 493-1111

PROPOSAL FOR SERVICES

DECEMBER 9, 2016

MARK WEAVER, FACILITIES DIRECTOR

LINDA STONE, VICE PRESIDENT, GOLDEN RAIN FOUNDATION

#10-ADMIN FRONT PALM ISLAND PLANTER (entrance to Admin parking lot)

This is a proposal for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	AMOUNT
4	REMOVE 4 PRIVETS AND AGAPANTHUS		\$40.00
2	INSTALL 5 GALLON MEDIUM BRONZE NEW ZEALAND FLAX	\$14.88	\$29.76
3	INSTALL 5 GALLON 'BIG RED' KANGAROO PAWS	\$14.88	\$44.64
3	INSTALL 1 GALLON DWARF JACK SPRAT NEW ZEALAND FLAX	\$4.60	\$13.80
	RELOCATE 5-8 PETER PAN AGAPANTHUS		N/C
	INSTALL LANDSCAPE FABRIC		\$40.00
	INSTALL SONORA SHINE STONE AND RELOCATE EXISITING BOULDERS. GRF WILL BE INVOICED DIRECTLY FROM STONE VENDOR.		
3	BAGS OF GRO-MULCH	\$10.00	\$30.00
16	LABOR HOURS	\$21.50	\$344.00
	CHECK IRRIGATION		N/C

TOTAL: \$542.22

Revised	Sonora Shine & Extra Plants	\$457.78	\$1,000.00
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Johns Landscape Service, Inc.
 4551 Cambury Drive, La Palma, CA 90623
 (562) 493-1111

PROPOSAL FOR SERVICES

DECEMBER 19, 2016

LINDA STONE, VICE PRESIDENT GOLDEN RAIN FOUNDATION

#13-J Island & Flag Pole Planter

This is a proposal for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	AMOUNT
	THE ADMIN/PARKING LOT PLANTER:		
5	REMOVE CAMPHOR TREES: 2 X \$200 EACH = \$400 AND 3 X \$100 EACH = \$300		\$700
58	REMOVE THE PRIVETS AND SMALL PLANTS		\$696
5	INSTALL 15 GALLON 'PATIO TREES' (SPECIES TO BE SELECTED (MATURE TREE HEIGHT NOT TO EXCEED 20') DOWN THE CENTER OF THE PLANTER	\$100	\$500
10	INSTALL 5 GALLON ARABIAN LILACS BETWEEN THE TREES	\$30	\$300
58	INSTALL 5 GALLON ALTERNATING TYPES OF DWARF/MEDIUM GRASSES (VARIGATED AND SOLID GREEN) ALONG THE PARKING LOT SIDE OF THE PLANTER AND AROUND THE OUTSIDE OF THE FLAG POLE PLANTER	\$15	\$870
25	INSTALL 1 GALLON PURPLE LANTANA BETWEEN THE TREES/LILACS AND IN FLAG POLE PLANTER	\$4.60	\$115

#13-J Island & Flag Pole Planter

QUANTITY	DESCRIPTION	RATE	AMOUNT
	FLAG POLE PLANTER:		
	REMOVE THE SOCIETY GARLIC AND AGAPANTHIA PLANTS		
	RELOCATE THE NEW ZEALAND FLAX TO THE 'RED PUMP' ISLAND		
	INSTALL A 4' CIRCLE OF SONORA SHINE STONE AROUND THE BASE OF THE FLAG POLE WITH BENDER BOARD (GRF TO PURCHASE)		
	BENDER BOARD AND LANDSCAPE FABRIC		\$65
	INSTALL PAVER ACCESS PATH TO FLAG POLE		
15	INSTALL FLATS OF WHITE BEGONIAS AROUND THE OUTSIDE OF THE STONE RING	\$16	\$240
	INSTALL FINE CHIP MULCH TO ADMIN AND FLAG POLE PLANTERS		\$300
	INSTALL LABOR		\$680
	CHECK IRRIGATION		
1 YARD	INSTALL PLANTING COMPOST TO THREE PLANTERS: ADMIN/FLAG POLE, RED PUMP ISLAND AND NORTH MED CENTER PLANTER		\$250

TOTAL: \$4716.00

Revised	Sonora Shine & Extra Plants	\$2,533.00	\$7,249.00
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2



Johns Landscape Service, Inc.
 4551 Cambury Drive, La Palma, CA 90623
 (562) 493-1111

PROPOSAL FOR SERVICES

DECEMBER 19, 2016
 LINDA STONE, VICE PRESIDENT GOLDEN RAIN FOUNDATION
 #14-Red Pump Island
 This is a proposal for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	AMOUNT
2	REMOVE THE CAMPHOR TREES	\$200	\$400
15	REMOVE THE PITTOSPORUM BUSHES (SMALL ROUNDED)		\$80
	KEEP THE PRIVETS LINING THE PARKING LOT ISLAND PERIMETER		
1	INSTALL 15 GALLON MULTI TRUNK PALO VERDE TREE ON THE MEDICAL CENTER SIDE OF THE ISLAND		\$100
7	INSTALL 5 GALLON BRONZE NEW ZEALAND FLAX	\$14.88	\$104
	INSTALL RELOCATED NEW ZEALAND FLAX FROM THE FLAG POLE PLANTER		
	INSTALL FINE CHIP MULCH		\$100
	INSTALL LABOR		\$344
	CHECK IRRIGATION		
TOTAL:			\$1128.00
Revised	Sonora Shine & Extra Plants	\$872.00	\$2,000.00

EXHIBIT B

#9-Amphitheater South Side Hill - Capital



Johns Landscape Service, Inc.
4551 Cambury Drive, La Palma, CA 90623
(562) 493-1111

PROPOSAL FOR SERVICES

NOVEMBER 7, 2016

LINDA STONE

#9-AMPHITHEATER SOUTH SIDE HILL

This is a proposal for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	AMOUNT
23	Remove 22 privets and 1 banana tree along the amphitheater wall and hill (price includes dump fee)		\$660
	Material to install 16 irrigation drip lines 12" apart in an 'S' pattern along the hillside		\$400
	Labor to install irrigation lines		\$516
120	Install 1 gallon purple lantana along the hillside (price includes labor and plants)	\$10	\$1200
11	Install 5 gallon Arabian lilac bushes 4' from the back amphitheater wall and 5' apart (price includes labor and plants)	\$30	\$330
10	Bags of gro-mulch (turn soil and add amendment)	\$10	\$100

TOTAL:

\$3206

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE (CK)
SUBJECT: AMEND POLICY 5025-30, ELECTION PROCEDURES
DATE: DECEMBER 12, 2016

Policy 5025-30, Election Procedures, sets forth information regarding the election process for the GRF Board of Directors.

Four changes are recommended to improve clarification about candidate responsibilities and materials:

- 1) Specify the application materials candidates will turn in prior to the deadline, and clarify that candidates are required to provide photo identification when turning in candidate application materials; and
- 2) Add information about the Candidate Eligibility Disclaimer which was put into practice per GRF Board approval on February 23, 2016; and
- 3) Set forth the cost to purchase mailing labels at a flat rate of \$10 plus \$0.25 per sheet total cost (background data on requests and costs attached); and
- 4) Correct GRB to GRF on page 5 of the policy.

At its meeting on December 9, 2016, the Executive Committee unanimously recommended the Board approve this amendment.

I move the Board amend Policy 5025-30, Election Procedures, to set forth the application materials that candidates will turn in prior to the deadline, state that candidates are required to provide photo identification when turning in application materials, add information about the Candidate Eligibility Disclaimer, specify the cost of mailing labels as \$10 plus \$0.25 per sheet, and correct GRB to GRF on page 5 of the policy.

GOLDEN RAIN OPERATIONS**DRAFT 12.9.16****Election Procedures**

The following will be in effect for the election of directors to the Golden Rain Foundation (GRF) Board of Directors (BOD):

1. Elections**a. Annual Election**

The election of directors for odd-numbered Mutuals will occur during odd-numbered years and the election of directors for even-numbered Mutuals will occur during even-numbered years. Each director shall serve a two-year term.

- 1) One (1) director will be elected from each Mutual except for Mutuals One (1) and Two (2) where there will be two (2) Directors.

b. Special Elections

Upon the occurrence of a vacancy on the BOD representing an odd- or even-numbered Mutuals, the process for a special election will begin within ten (10) days after the Secretary of the Board is notified of the vacancy.

2. Voting**a. Qualification for Voting**

Members may vote only by using the mail-in secret ballot. Members may cast one (1) vote, except on the ballots of Mutuals One (1) and Two (2), members may cast two (2) votes, but they may not be cast cumulatively. Members may obtain replacement ballots by contacting the Inspector of Elections.

b. Cumulative Voting

There is no provision in the GRF By-Laws for cumulative voting, i.e., stacking votes for one candidate.

3. Candidates**a. Candidate Eligibility and Qualifications**

All members of the GRF "in good standing" are eligible to run for election to the BOD representing the Mutual in which they reside. "In good standing" is defined as a member who is no more than 30 days in arrears of his or her carrying charge to the Mutual, or in arrears in any fine or fee set forth in the By-Laws.

GOLDEN RAIN OPERATIONS**DRAFT 12.9.16****Election Procedures**

The Corporate Secretary is authorized to determine the qualifications of a Director, pursuant to the terms of the GRF By-Laws.

b. Candidate Application Materials

Candidates shall turn in the following materials prior to the deadline set by the GRF.

- 1) Application for Candidacy as a GRF Director
- 2) Candidate Eligibility Disclaimer (set forth below)
- 3) Candidate Statement (set forth below)

At the time of turning in candidate materials, candidates must present current photo identification. Candidates will receive a receipt for their application.

c. Candidate Eligibility Disclaimer

Per GRF 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.

d. ~~b.~~ Candidate Statement

Prior to the deadline established by the GRF, each candidate shall submit a Statement containing up to 300 words (no less than 12 point type, single sided). The statement shall be mailed with the ballot.

- 1) The statement shall contain the candidate's background, qualifications and Platform, and shall not contain any disparaging or defamatory content.

e. ~~c.~~ Notification of Nominations for Election of Directors

The GRF shall place a notice in the *Golden Rain News* not less than ninety (90) days prior to the election counting meeting that any member may place his or her name into nomination for the director position representing the Mutual in which they reside. The notice shall be published in the *Golden Rain News* every week thereafter until the election counting meeting is held.

f. ~~d.~~ Self-Nomination by Members

Members who wish to nominate themselves as a candidate for election to the BOD must do so in writing to the Stock Transfer Office not more than ninety (90) days

GOLDEN RAIN OPERATIONS**DRAFT 12.9.16****Election Procedures**

or less than sixty (60) days prior to the election counting meeting.

- 1) All candidates shall be provided candidate instructions upon submitting their name for nomination.

~~g. e.~~ A Mutual BOD may appoint a nominating committee for the purpose of recommending a candidate for the election. Any candidates who are recommended by their Mutual BOD or nominating committee will be given candidate instructions by the Stock Transfer Office.

~~h. f.~~ Nominations from the floor

Nominations from the floor are prohibited.

~~i. g.~~ Campaign Cycle

The campaign cycle shall begin mid-April and end mid-May.

~~i. h.~~ Equal Access to GRF Media

- 1) Candidates and other members advocating a point of view for purposes reasonably related to the election shall be provided a one-time access to the GRF's website (LWSB website) during the campaign cycle as follows:

A) Submissions shall be posted on the election bulletin board on the LWSB website during the campaign cycle.

B) Submissions shall be limited to 300 words, and shall not contain disparaging or defamatory content.

C) One submission shall be accepted from each candidate for posting on the LWSB website.

- 2) Candidates and other members advocating a point of view for purposes reasonably related to the election may purchase, subject to space availability and advertising guidelines established by the News Office, a maximum of a half-page of space in an edition of the *Golden Rain News* at regular advertising rates during the campaign cycle. No other access to the *Golden Rain News* will be granted.

- 3) Equal access to clubhouses shall be provided at no cost to all candidates, including those who are not incumbents, and to all members advocating a point of view for purposes reasonably related to the election. The clubhouses are subject to availability by reservation only on a first-come,

GOLDEN RAIN OPERATIONS**DRAFT 12.9.16****Election Procedures**

first-serve basis.

- 4) In the event that an incumbent director makes any statements or takes any actions, solely in the context of that directors' performance of his/her duties as a director, any and all such statements or actions shall not constitute provision by the GRF of access to its media for campaign purposes.
- 5) In the event that the GRF's media reports any candidates' statements or actions that are reasonably unrelated to the election, the reporting of such shall not constitute provision by the GRF to its media for campaign purposes.
- 6) In accordance with Civil Code 5135, no GRF funds shall be used for campaign purposes, except to the extent necessary for the GRF to comply with the duties imposed upon it by law.
- 7) Provision of Mailing Labels

Candidates are entitled to purchase labels for the addresses in their Mutual at a flat rate of \$10 per request, plus \$0.25 per sheet cost ~~per-label cost~~ which is to be paid at the time the labels are ordered. Labels can be ordered by completing an "Access to Documents" form in the Accounting Department.

8) Non-Responsibility for Statements and Actions

Neither GRF or its officers, directors or employees shall be responsible for any claims, damages, injuries, judgments, orders or settlements, including attorney's fees, arising from a candidate's Statement or actions made in connection with an election.

4. Election Meetings

The GRF BOD will convene a special meeting one week prior to the Annual Meeting for the purpose of the Inspector of Election counting secret ballots. All members are welcome to attend the special meeting.

In the case of a special election, the GRF BOD will convene a special meeting approximately thirty (30) days after the ballots are mailed for the purpose of the Inspector of Election counting ballots. All members are welcome to attend the special meeting.

5. Election Process

- a. The Executive Committee shall review and approve the election materials and the election process.

GOLDEN RAIN OPERATIONS**DRAFT 12.9.16****Election Procedures**

- b. The GRF shall contract with an independent third-party vendor to perform all election services as Inspector(s) of Election. The vendor will be directed to conduct the election, and be accountable for the conduct of the election in accordance with this policy and all applicable codes, By-Laws, and state laws.
- c. During its meeting in February, the Executive Committee of the ~~GRB~~ **GRF** BOD will recommend that the Board appoint the election services company as its Inspector(s) of Election.
- d. During its meeting in February, the BOD will appoint the election services company as its Inspector of Election.
- e. If the GRF does not contract with a vendor to perform all election services, then the GRF will conduct the election in accordance with this policy and all applicable codes, By-Laws, and state laws. The GRF BOD will appoint in-house Inspector(s) of Election.

6. Election Materials**a. Ballot Packet**

The ballot packet will consist only of a mail-in secret ballot, voting instructions, any candidate Statements/resumes, two return envelopes, and mailing instructions for the election. The ballot packet will be mailed no less than thirty (30) days prior to the ballot counting meeting.

b. Secret Ballots Returned By Mail

The mail-in secret ballot is required to be mailed to the Inspector(s) of the Election for proper verification and validation, and must be received before noon on the date established on the ballot.

The mail-in secret ballot is irrevocable once received by the Inspector(s) of the Election.

The Inspectors of Election will open and process, in public view, the mail-in secret ballots on the day of the special meeting held for the purpose of counting ballots as outlined under Section 7.

- 1) If a mail-in secret ballot is compromised or improperly sealed or addressed, or has any identifying marks, it will be invalidated by the Inspector(s) of the Election.

GOLDEN RAIN OPERATIONS**DRAFT 12.9.16****Election Procedures****7. Inspector(s) of the Election****a. Inspector(s) of the Elections shall perform the following:**

- 1) Determine the number of shareholders entitled to vote and the voting power of each.
- 2) Establish a mailing address for mail-in ballots, and the contact phone number for members' questions.
- 3) Prepare and mail to all members in the odd- or even-numbered Mutuals, no later than thirty (30) days prior to the election meeting, the notice letter, mail-in secret ballot, any candidate Statements/resumes, voting instructions, two envelopes, and mailing instructions for the GRF election, in a manner consistent with providing and ensuring that the member's vote will be by "secret ballot."
- 4) Receive mail-in secret ballots.
- 5) Open mail-in secret ballots at the special meeting for the purpose of counting ballots.
- 6) Count and tabulate all votes.
- 7) Determine the results of the election.
- 8) Certify, in writing, that the election was held in accordance with this policy and Section 5110 of the Davis-Stirling Common Interest Development Act (the Act).
- 9) Consult with the GRF's legal counsel if necessary to fulfill the Inspector(s)' obligations under the law.

8. Observers of the Election

Any candidate or member of the GRF may witness the counting and tabulation of the votes. However, the Inspector(s) of Election may establish reasonable guidelines for candidates and members for the observing of the counting and tabulation of ballots, including guidelines on distance from which observers may stand.

9. Ballot Retention

GOLDEN RAIN OPERATIONS**DRAFT 12.9.16****Election Procedures**

The sealed ballots at all times shall be in the custody of the Inspector or Inspectors of election or at a location designated by the inspector or inspectors until after the tabulation of the vote, and until the time allowed by Section 5145 of the Civil Code (twelve months) for challenging the election has expired, at which time custody transferred to the GRF.

After the transfer of the ballots to the GRF, the ballots shall be stored by the GRF in a secure place for no less than one year after the date of the election.

Policy

Adopted: 15 Jun 76
Amended: 20 Aug 96
Amended: 19 Aug 97
Amended: 15 Sept 09
Amended: 15 Feb 11
Amended: 24 Feb 15
Amended: 23 Feb 16

GOLDEN RAIN FOUNDATION
Seal Beach, California



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: APPROVE NOVEMBER FINANCIAL STATEMENTS
DATE: DECEMBER 20, 2016
CC: FILE

At the regular meeting of the Finance Committee on December 20, 2016, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the November 2016 Financial Statements for audit.

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

Board Action:

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

Financial Recap – November 2016

As of the eleven-month period ended November 2016, the financial reports indicate that GRF is in a favorable financial position with a surplus of \$547,565.

Major variances are:

Salaries & Wages	136,807	Vacancies of key positions in ITS, News & Service Maintenance during the year.
Employment Taxes & Benefits	250,855	Workers' Comp \$169K (incl 2015 refund of \$37K ; Group Ins \$65K
Temporary Agency Fees	(80,814)	Temps used to fill key vacant positions
Miscellaneous Write-offs	(56,956)	\$42K – Building damage restoration
Federal & State Income Tax	152,677	Amendments reduced tax liability totaling \$135,049 in refunds.
Rental Income	138,664	Unit sales exceeded planned

Reserve Funds	Fund Balance	Allocated For 2016 Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$8,299,528	\$942,730	\$7,356,798	9

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$932,246	\$238,836	\$693,410	11

12/07/2016
9:55 AM

1020 Golden Rain Foundation
Balance Sheet - GRF
11/30/2016

Page: 1

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	113,076	
	Non-Restricted Funds	72,659	
1122000	Receivables	1,068,321	
	Prepaid expenses	401,913	
	Inventory of maintenance supplies	<u>401,312</u>	
	Total Current Assets		2,057,280
	Designated deposits		
	Contingency Operating Fund	500,000	
1211000	Reserve Fund	8,299,528	
1212500	Capital Improvement Fund-GRF	932,246	
1213000	Liability Deductible & Hazard Fund	<u>202,571</u>	
	Total designated deposits		9,934,345
	Notes Receivable		
	Notes Receivable	<u>30,710</u>	
1411000	Total Notes Receivable		30,710
	Fixed Assets		
	Land, Building, Furniture & Equipment	30,610,027	
	Less: Accumulated Dep'n	<u>(21,521,017)</u>	
	Net Fixed Assets		9,089,010
	Other Assets		
	Premium on Municipal Bonds	<u>10,216</u>	
	Total Assets		<u>21,121,560</u>

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	505,949	
	Project Commitments	1,071,108	
	Accrued payroll & payroll taxes	534,303	
	Accrued expenses	360,564	
	Accrued property taxes	105,392	
		<u>2,577,316</u>	
	Total Current Liabilities		2,577,316
	Total Liabilities		2,577,316
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	500,000	
3212000	Reserve Equity	7,251,795	
3394000	Capital Fund Equity	908,871	
3310000	Beneficial Interest in Trust	<u>4,602,614</u>	
	Total Mutuals' Beneficial Interest		13,263,280
Membership interest			
Membership certificates of 844			
shares @ \$200 par value, and 5,764			
shares @ \$250 par value, authorized,			
issued and outstanding			
		1,609,800	
		<u>4,865,923</u>	
	Additional paid-in-capital		6,475,723
	Total Paid-in-Capital		6,475,723
	Excess Income		
	Current Year	<u>(329,803)</u>	
	Total Excess Income		(329,803)
			(864,956)
3920000	Dep'n & Amortization		18,544,244
	Net Stockholders' Equity		21,121,560
	Total Liabilities & Stockholders' Equity		21,121,560

Golden Rain Foundation

Cash Flow Activity - All Reserves

For the Month of November 2016

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 10/31/2016	500,000	8,508,461	972,714	202,571	131,927	10,315,673
Funded: Assessments		75,000				75,000
Funded: Membership Fees collected (54)		-	-			-
Funded: M17 Lease Fees collected (1)		-	-			-
Funded: Interest on Funds		2,741				2,741
Progress Payments on CIP						-
Expenditures		(286,674)	(40,468)			(327,142)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Disbursement to Mutuals						-
Transfers between funds						-
Interest Income Allocation					(59,269)	(59,269)
Net Monthly Activity						
Balance 11/30/2016	500,000	8,299,528	932,246	202,571	72,659	10,007,004
Net Activity	-	(208,933)	(40,468)	-	(59,269)	(308,670)
Memo - Funding from Memberships (54)		70,065	70,065			
Memo - Funding from M17 Lease Fees (1)		29	29			

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended November 30, 2016

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	113,076	624,393	(511,317)
Current Assets	11,991,625	11,956,392	35,233
Current Liabilities	2,577,316	2,613,640	(36,324)
Current Ratio	4.65	4.57	
Designated Deposits:	10,007,004	10,315,673	(308,669)
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	1,265,721	1,260,824	4,897	0.39
Expense	1,236,801	1,174,036	(62,765)	(5.35)
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	28,920	86,788	(57,868)	
Year To Date	Actual	Budget	Variance	%
Income	14,253,283	14,081,850	171,433	1.22
Expense	13,738,098	14,114,229	376,131	2.66
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	515,185	(32,379)	547,564	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2016
156.84	155.10	158.47

2016 Reserve Expenditures

Cost Center	Description	2016 Reserve Study	Prior Approved	Current Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD Expenditures	2016 Allocated Funds
								Jan-Oct	Nov	Total		
30	Replacement of two automatic doors- Admin. Building (751-15) (Completed)	-	15,000	-	(1,623)	13,377	-	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	-
34	Replace Interior Light Fixtures	3,584	-	-	3,584	3,584	-	-	-	-	-	3,584
35	Replace Interior Light Fixtures	-	13,115	-	(1,870)	11,245	10,421	825	-	825	11,245	-
36	Replacement of Carpeting (first Floor & Stairs) (745-15-0701) (Completed)	-	-	-	-	-	-	-	-	-	-	-
37	Replace Lighting Signage	20,478	-	-	-	-	-	-	-	-	-	-
37	Security Restroom Remodel (738-15)	-	-	45,000	-	45,000	-	45,000	-	45,000	45,000	-
37	Replace Emergency Generator at Main Gate	-	-	6,000	(553)	5,447	-	5,447	-	5,447	5,447	-
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	(820)	7,180	-	7,180	-	7,180	7,180	-
52	Sewer Pump Replacement (778-16)	-	-	125,562	-	125,562	-	31,669	-	31,669	31,669	93,893
52	Purchase new Vulcan commercial griddle	-	-	5,986	-	5,986	-	-	5,919	5,919	5,919	66
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)	-	-	800	(800)	-	-	-	-	-	-	-
54	Floor Remodel (750-15) (Reference Proj. 773-16)	-	-	-	-	-	-	-	-	-	-	-
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 (783-16) (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	-	-	-	-	-	-	-	-	-	42,000
74	Replacement of Wood Shop equipment & Electrical panel	-	-	42,000	-	42,000	-	-	-	-	-	-
79	Repair Concrete and Wood Shoreline at Pond	2,560	-	-	-	-	-	-	-	-	-	10,239
79	Refurbish Golf Course Greens	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	-	21,000	201,000	-	111,098	-	111,098	111,098	89,902
79	Perimeter wall sections B (591-01B-B)	-	350,000	-	-	350,000	31,732	124,021	-	124,021	155,753	194,247
79	CH3/Library- concrete replacement (747-15-0718) (Completed)	-	50,000	-	887	50,887	41,114	9,753	-	9,753	50,637	-
79	Perimeter wall sections A (591-01B-A)	-	494,000	-	-	494,000	440,914	37,316	-	37,316	478,230	15,770
79	Perimeter wall sections J & K (591-01B-JK)	-	702,900	-	(680,776)	22,124	72,176	(50,052)	2,580	(47,472)	24,704	(2,580)
79	Perimeter wall sections L & M (591-01B-LM)	-	50,000	-	-	50,000	9,190	788	-	788	9,978	40,023
79	St. Andrews Gate Improvements (723-14)	-	-	-	-	-	9,025	339,633	278,174	617,807	626,832	273,168
79	Main Gate Flagpole	1,650,000	23,475	7,167	-	7,167	-	3,184	-	3,184	3,184	3,984
Total Planned Reserve Expenditures		2,207,108	2,985,461	634,111	(675,320)	2,844,252	719,511	895,337	286,674	1,182,011	1,901,522	942,736

2016 Capital Plan

Center	Description	Prior Approved	2016 Budget	Additional Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD Expenditures	Allocated Funds
								Jan-Oct	Nov	Total		
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	Axerion/Jenark System (5000-14J-A)	225,017		25,000		250,017	220,149	17,400	1,650	19,050	239,199	10,818
34	Main Server Room Modifications (734-15 - Server Room Mods) (Completed)	6,800			(132)	6,468	5,938	531	-	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		(900)	6,000	-	-	-	-	-	6,000
45	18 4X8 Portable Stage Risers with Carts (2016 Approved Capital)		13,635			13,635	-	-	10,172	10,172	10,172	3,463
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	-	-	4,121	4,121	4,121	18,029
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	-	39,058	-	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	Maintenace 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	-	-	2,506	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 (790-16)			8,000	-	8,000	-	-	-	-	-	8,000
79	Install sidewalk at Medical Center Building to Conference RM B (784-16)	-	-	30,000	-	30,000	-	-	24,525	24,525	24,525	5,475
Total Planned Capital Acquisitions		614,560	142,735	182,040	(20,341)	918,994	490,513	149,177	40,468	189,645	680,158	238,836



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: CONSIDERATION OF ANNUAL LEASES
DATE: DECEMBER 20, 2016
CC: FILE

At the December 20, 2016, meeting of the Finance Committee, the Committee reviewed proposed annual lease agreements in the use of Trust Property for the:

- Genealogy Club (Room 10, CH3)
- Historical Society (Room A, CH1)
- Radio Club (Room D, Amphitheater)
- Theater Club(Room A, Amphitheater)

The Committee unanimously approved to recommend to the Board the agreements, as noted, to stipulate clear terms and conditions in the use of Trust property,

I move to approve annual lease agreements with:

- Genealogy Club (Room 10, CH3)
- Historical Society (Room A, CH1)
- Radio Club (Room D, Amphitheater)
- Theater Club(Room A, Amphitheater)

Per the attached Exhibits 1 through 4, and, upon securing the signature of the authorized officer of the clubs, authorize the President sign the agreements.

LEASE – LW GENEALOGY CLUB

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

1. OPENING CLAUSES:

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

- a. GRF is the owner of the premises which consist of room ten (10) in Clubhouse Three (3) building of 546 square feet located at 1421 Northwood Rd. **CLUB** is willing to lease the space from GRF pursuant to the provisions stated in this agreement.
- b. **CLUB** has examined the premises and fully accepts its present condition.

2. TERM:

The term of this lease shall be one (1) year commencing January 1st, 2017, and shall expire December 31st, 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 to provide volunteers to: staff **CLUB** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50, Limitations on Use) the meetings and programs of **CLUB**; engage in activities which further the purposes of **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_____.

LEASE – LW GENEALOGY CLUB

- c. **CLUB** shall not do, bring or keep anything in or about the premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the premises.
- d. **CLUB** and each of its members and guests shall comply at all times with **CLUB**'s Bylaws attached to this Agreement and shall include a resolution from the **CLUB** Board of Directors authorizing the President to sign this agreement.
- e. **CLUB** and each of its members and guests shall comply at all times with all of the GRF 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 GRF 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, all acts by **CLUB**, are as a fully independent **CLUB** and have no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB**.

6. MAINTENANCE:

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

- a. **CLUB** shall be liable for any damage to the premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____.
- 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

LEASE – LW GENEALOGY CLUB

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:

CLUB and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB's** use or misuse (or the Boards' approval of the use) of room 10 in Clubhouse Three (3) of 546 square feet located at 1421 Northwood Rd.

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

9. ASSIGNMENT:

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

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

LEASE – LW GENEALOGY CLUB

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

10. DEFAULT:

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

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

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

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

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

11. RIGHT OF ENTRY:

In addition to normal 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:

LEASE – LW GENEALOGY CLUB

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

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

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

13. WAIVER:

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

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

14. ATTORNEY'S FEES:

The prevailing party in any 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.

LEASE – LW GENEALOGY CLUB

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

GENEALOGY CLUB

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

EXHIBIT B

LEASE AGREEMENT – LW HISTORICAL SOCIETY

This lease agreement is made on January 1st, 2017, between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Leisure World Historical Society, a 501(c) 3 educational organization (hereinafter referred to as "**LWHS**") 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 One (1) building of 434 square feet located at 1880 Golden Rain Rd. **LWHS** is willing to lease the space from GRF pursuant to the provisions stated in this agreement.
- b. **LWHS** has examined the premises and fully accepts its present condition.

2. TERM:

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

3. ANNUAL RENTAL AND TAXES:

LWHS 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:

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

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

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

LEASE AGREEMENT – LW HISTORICAL SOCIETY

- d. **LWHS** and each of its members and guests shall comply at all times with **LWHS's** Bylaws attached to this Agreement and shall include a resolution from the **LWHS** Board of Directors authorizing the President to sign this agreement.
- e. **LWHS** and each of its members and guests shall comply at all times with all of the GRF regulations and rules of **LWHS's** use of the premises including, without limitation, the obligation at **LWHS'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. **LWHS** 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:

LWHS agrees, all acts by **LWHS**, 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 **LWHS**.

6. MAINTENANCE:

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

- a. **LWHS** shall be liable for any damage to the premises resulting from the acts or omissions of **LWHS**, its members, guests or any of its authorized representatives_____.
- b. **LWHS** 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 **LWHS** to remove any alteration that **LWHS** has made to the premises. If GRF so elects, **LWHS** at its cost, shall restore the premises to the original condition.
- c. If **LWHS** 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 **LWHS** 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.

LEASE AGREEMENT – LW HISTORICAL SOCIETY

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:

LWHS 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 **LWHS's** use or misuse (or the Boards' approval of the use) of room A in Clubhouse One (1) building of 434 square feet located at 1880 Golden Rain Rd.

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

9. ASSIGNMENT:

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

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

LEASE AGREEMENT – LW HISTORICAL SOCIETY

10. DEFAULT:

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

- 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 **LWHS**. If a default cannot reasonably be cured within thirty (30) days, **LWHS** shall not be in default of this Agreement if **LWHS** 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 **LWHS** 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 **LWHS** 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 **LWHS'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 **LWHS** shall terminate this Agreement.
- c. GRF, at any time after **LWHS** commits a default, can cure the default at **LWHS's** cost. If GRF at any time, by reason of **LWHS's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **LWHS** shall be due immediately from **LWHS** 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 **LWHS** is complying with its obligations under the Agreement_____.

12. NOTICE:

LEASE AGREEMENT – LW HISTORICAL SOCIETY

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

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.

EXHIBIT B

LEASE AGREEMENT – LW HISTORICAL SOCIETY

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

LEISURE WORLD HISTORICAL SOCIETY

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

LEASE AGREEMENT – LW RADIO CLUB

This lease agreement is made on January 1st, 2017, between the Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (here in after referred to as "GRF"), and the Leisure World Radio Club (here in after referred to as "**Radio 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 D in the Amphitheater, 164 square feet, located at 13521 St. Andrews Drive. **Radio Club** is willing to lease the space from GRF pursuant to the provisions stated in this agreement.
- b. **Radio Club** has examined the premises and fully accepts its present condition.

2. TERM:

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

3. ANNUAL RENTAL AND TAXES:

Radio 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:

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

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

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

LEASE AGREEMENT – LW RADIO CLUB

- c. **Radio 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. **Radio Club** and each of its members and guests shall comply at all times with **Radio Club's** Bylaws attached to this Agreement and shall include a resolution from the **Radio Club** Board of Directors authorizing the President to sign this agreement.
- e. **Radio Club** and each of its members and guests shall comply at all times with all of the GRF regulations and rules of **Radio Club's** use of the premises including, without limitation, the obligation at **Radio Club'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. **Radio 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:

Radio Club agrees, all acts by **Radio Club**, 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 **Radio Club**.

6. MAINTENANCE:

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

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

LEASE AGREEMENT – LW RADIO CLUB

business days after the GRF Representative (Recreation Manager) has received notice from **Radio 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:

Radio Club and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **Radio Club's** use or misuse (or the Boards' approval of the use) of room D in the Amphitheater, 164 square feet, located at 13521 St. Andrews Drive.

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

9. ASSIGNMENT:

Radio 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.

LEASE AGREEMENT – LW RADIO CLUB

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

No interest of **Radio 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 **Radio 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 **Radio Club**. If a default cannot reasonably be cured within thirty (30) days, **Radio Club** shall not be in default of this Agreement if **Radio 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 **Radio Club** perform the provisions of this Agreement, or surrender the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **Radio 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 **Radio 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 **Radio Club** shall terminate this Agreement.
- c. GRF, at any time after **Radio Club** commits a default, can cure the default at **Radio Club's** cost. If GRF at any time, by reason of **Radio Club's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **Radio Club** shall be due immediately from Radio 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.

LEASE AGREEMENT – LW RADIO CLUB

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

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

14. ATTORNEY'S FEES:

The prevailing party in any 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

LEASE AGREEMENT – LW RADIO CLUB

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

LEISURE WORLD RADIO CLUB

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

LEASE AGREEMENT – LW THEATER CLUB

This lease agreement is made on January 1st, 2017, between the Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the **LEISURE WORLD THEATER CLUB**, (hereinafter referred to as "**CLUB**") who agrees as follows:

1. OPENING CLAUSES:

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

- a. GRF is the owner of the premises which consist of room A in the Amphitheater, 910 square feet, located at 13521 St. Andrews Drive. **CLUB** is willing to lease the space from GRF pursuant to the provisions stated in this agreement.
- b. **CLUB** has examined the premises and fully accepts its present condition.

2. TERM:

The term of this lease shall be one (1) year commencing January 1st, 2017, and shall expire December 31st, 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 purpose of providing volunteers to: staff **CLUB** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50, Limitations on Use) the meetings and programs of **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

CLUB 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_____.

LEASE AGREEMENT – LW THEATER CLUB

- c. **CLUB** shall not do, bring or keep anything in or about the premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the premises.
- d. **CLUB** and each of its members and guests shall comply at all times with **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB** Board of Directors authorizing the President to sign this agreement.
- e. **CLUB** and each of its members and guests shall comply at all times with all of the GRF 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 GRF 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, all acts by **CLUB**, have no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB**.

6. MAINTENANCE:

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

- a. **CLUB** shall be liable for any damage to the premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____.
- 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 the **CLUB** makes any alterations to the premises as provided in this paragraph, the alterations shall not be commenced until seven (7)

LEASE AGREEMENT – LW THEATER CLUB

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:

CLUB and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB** use or misuse (or the Boards' approval of the use) of room A in the Amphitheater, 910 square feet, located at 13521 St. Andrews Drive.

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

9. ASSIGNMENT:

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

LEASE AGREEMENT – LW THEATER CLUB

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

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

10. DEFAULT:

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

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

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

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

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

LEASE AGREEMENT – LW THEATER CLUB

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**.

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

LEASE AGREEMENT – LW THEATER CLUB

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

LW THEATER CLUB

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

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INTENTIONALLY



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: SALES OFFICE – ENHANCED INTERNET SERVICE
DATE: DECEMBER 20, 2016
CC: FILE

At the December 20, 2016 meeting of the Finance Committee, the Committee reviewed a December 6, 2016, request from onsite sales in reference to internet speeds being "...incredibly slow and almost unusable..."

Per terms of the agreement between GRF and on site sales, GRF is to provide internet access:

SIXTEENTH: The LESSOR will pay for all heat, light, power, all other utilities, landscaping, telephone equipment, property taxes and property and fire insurance associated with said Premises. The 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; that they will be so kept by the LESSOR at the sole cost and expense of the LESSOR during the said term. The LESSEE shall pay the LESSOR a total of \$300 per month, in addition to the monthly rental fee, during the term of this Lease for the following utilities and services which will be provided by LESSOR: telephone service, Internet access, webpage maintenance, ITS support services, and janitorial service.

Currently provided - Frontier DSL (3Mbps/768Kbps) for \$54.99/month.

Frontier has quoted 50Mbps/50Mbps for \$99.99 month. Other costs involved:

- One-time installation fee: \$59.99
- Rent router for \$9.99/month or purchase for \$199.99

As the sales office has 11 plus users, staff has recommended the 50Mbps service at \$99.99 per month (an additional \$45 per month, plus applicable installation fees).

I move to approve the upgrade of internet service to the sales office, in the amounts of:

- \$45 per month for 50Mbps/50Mbps (plus applicable taxes)
- Installation fee of \$59.99 (plus applicable taxes)
- Router rental of \$9.99 per month (plus applicable taxes)

And authorized the President to sign all applicable agreements.



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AMEND POLICY 1201-33, PHOTO ID CARDS (**FINAL VOTE**)
DATE: DECEMBER 27, 2016

At its meeting on September 13, 2016, the Mutual Administration Committee reviewed potential revenue increases in fee rates for services provided by the Stock Transfer Office.

In order to implement the fee changes, Policy 1201-33 must be amended. The proposed fee changes include:

Established Fees	Policy	Current Fee	Proposed Fee
Replace Lost ID Card (1 st loss)	1201-33, Photo ID Cards	\$10	\$20

The proposed fees reflect a potential revenue increase from this policy change of more than \$1,200.

The Mutual Administration Committee recommends the tentative amendment of Policy 1201-31, Photo ID Cards to the Golden Rain Foundation Board of Directors at its meeting in September, with final adoption scheduled for December.

I move to amend Policy 1201-33, Photo ID Cards, to reflect an increase in the fee to replace a lost ID card (1st loss), from \$10 to \$20, to become effective January 1, 2017

COMMUNITY OPERATIONS

RESIDENT PARTICIPATION

AMENDPhoto Identification Cards

Photo identification cards will be issued by the Stock Transfer Office with authorization from the Mutual Administration Manager and/or the Executive Director. Photo identification cards are for the use of residents only. Use by anyone other than the shareholder to whom the identification card is issued is strictly prohibited. Photo identification cards will be issued to the following persons:

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

Upon the demise of a shareholder, the photo identification card shall be surrendered to the Stock Transfer Office. When the Security Department retrieves a photo identification card, for whatever reason, it shall be surrendered to the Stock Transfer Office immediately.

For lost or stolen photo identification cards, shareholders may obtain a replacement card by:

1. Personally completing a "Certificate of Lost ID" form in the Stock Transfer Office.
2. Paying a \$10 **20** fee for the first loss;
 - a. ~~The fee will be \$15 for any subsequent losses within 24 months of the first loss;~~
 - a**b. The Mutual Board of Directors will be notified when a card is lost a third or subsequent time within 24 months of the first loss;
 - b**c. The fee will be waived if shareholder produces a Police Report that can be verified by the Stock Transfer Office.

Waiving of fee for other extenuating circumstances will be handled on a case-by-case basis.

(Jul 14)

COMMUNITY OPERATIONS**RESIDENT PARTICIPATION****AMEND****Photo Identification Cards****Policy**

Adopted: 19 Sep 72
Amended: 19 Dec 72
Amended: 16 Apr 85
Amended: 19 Dec 89
Amended: 31 Jan 95 (Effective 2-1-95)
Amended: 20 Feb 01
Amended: 19 Nov 02
Amended: 22 Jul 14
Amended:
(Jul 14)

GOLDEN RAIN FOUNDATION
Seal Beach, California

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AMEND POLICY 5061-31, FEES (FINAL VOTE)
DATE: DECEMBER 27, 2016

At its meeting on September 13, 2016, the Mutual Administration Committee reviewed potential revenue increases in fee rates for services provided by the Stock Transfer Office.

In order to implement the fee changes, Policy 5061-31 must be amended. The proposed fee changes include:

Established Fees	Policy	Current Fee	Proposed Fee
Co-Occupant Setup Fee	5061-31, Fees	\$50	\$100
Certificate Preparation Fee (i.e. Stock Transfer Fee)	5061-31, Fees	\$150	\$250
Escrow Transfer Fee	5061-31, Fees	\$350	\$500
New Fees	Applicable Policy	Current Fee	Proposed Fee
Powers of Attorney and Court Orders	5061-31, Fees	-	\$75
Additional Map	5061-31, Fees	-	\$5

The proposed fees reflect a potential revenue increase from this policy change of more than \$55,000. At its meeting of September 4, 2015, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the October 6th edition on the *Golden Rain News*. Members were welcomed to submit their comments or questions to the Board Office on this matter. One comment was received. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

The policy will become effective January 1, 2016.

I move to amend Policy 5061-31, Fees, to reflect an increase in Co-Occupant Setup fees, from \$50 to \$100; an increase in the Certificate Preparation Fee, from \$150 to \$250; an increase in the Escrow Transfer Fee, from \$350 to \$500; and the establishment of new fee, Power of Attorney and Court Orders, \$75 and new fee for additional maps, \$5, to become effective January 1, 2017.

GOLDEN RAIN OPERATIONS

FINANCE

Fees

The following schedule of fees is established by the Golden Rain Foundation (GRF).

1. Membership Fee

- 1.1 Each owner and co-occupant non-owner will be required to pay a one-time membership fee.
- 1.2 The membership fee for a GRF member represents a buy-in for access to the community facilities and amenities.
- 1.3 The membership fee is calculated as eighteen (18) times the monthly GRF assessment and rounded up to the nearest dollar. The new membership fee is implemented on January 1 of each year.
- 1.4 Existing GRF member(s) may transfer from one mutual to another without having to pay the membership fee provided that the member(s) remain(s) the same. The member(s) will, however, be charged a membership certificate processing fee for this transaction. (See section 3)
- 1.5 Membership fees shall be allocated as follows:
 - 1.5.1 Fifty percent (50%) into the GRF Capital Improvement Fund.
 - 1.5.2 Fifty percent (50%) into the GRF Reserve Fund.

2. Payment of Membership Fee

- 2.1 New members are encouraged to pay the membership fee in full at the close of the purchase escrow. GRF has established a finance plan to pay the membership fee over a seven-year period for those members who wish to finance their membership fee.
- 2.2 Members who opt to finance the payment of their membership fee must complete a Promissory Installment Note and agree to the terms of the Note.
 - 2.2.1 If a member opts to finance their membership fee, each member shall pay a one-time upfront payment of twenty-five percent (25%) of the total membership fee at the close of Escrow, and make seven (7) equal annual installment payments. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including the finance charge, is paid in full.

GOLDEN RAIN OPERATIONS**FINANCE****Fees**

2.2.2 The annual finance charge on matured, unpaid amounts shall be one (1) percent per month (APR of 12%) paid annually on the outstanding balance.

2.3 In the event that a unit changes ownership before the membership fee is paid in full the balance due will be paid before transfer is complete.

3. Membership Certificate and Processing Fee

3.1 GRF shall issue one membership certificate per unit. The membership certificate may contain one or more names.

3.2 A certificate processing fee of ~~\$150~~ **\$250** will be charged to the unit's account each time the membership certificate is changed or altered to cover the cost of preparing, recording and/or replacing a membership certificate.

3.3 Membership Certificate and Processing fee shall be allocated to Cost Center 33 (Mutual Administration).

4. Transfer Fee – In Escrow

4.1 The seller of a Mutual share of stock shall pay a transfer fee of ~~\$350~~ **\$500** to GRF to cover the cost of transferring ownership(s).

4.2 Transfer Fee – In Escrow shall be allocated to Cost Center 33 (Mutual Administration).

5. Non – Owner, Co-Occupant Processing Fee

5.1 Non – Owner, Co-Occupant fee of ~~\$50~~ **\$100** shall be charged to cover the actual set up and processing costs.

5.2 Non – Owner, Co-Occupant Processing Fee shall be allocated to Cost Center 33 (Mutual Administration).

6. Mutual Corporation Fees

6.1 Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. In accordance with the Management agreement, GRF operates as the management company for the Mutuals and processes the transfer of stock certificates. GRF, as part of its duties, will apply applicable Mutual Fees in accordance with

GOLDEN RAIN OPERATIONS**FINANCE****Fees**

established Mutual policies (see 7000 policy series).

7. Stock Transfer Legal Review of Trust Fees

7.1 Whenever there is a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the Foundation the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. In order to determine the legal rights of the trustee/successor trustee to represent the sale or transfer of a unit's ownership via the trust they represent, the following procedure is implemented.

7.1.1 Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the Foundation attorney to review prior to any completed transfer of ownership.

7.1.2 The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the Foundation attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.

7.1.3 In an effort to offset the cost of the required Foundation attorney review, there shall be assessed to the trustee or successor trustee, a fee of \$125 representing the attorney's fee and GRF's pro-rated staff time, to be collected at the time of the trust review.

7.1.4 Legal Review of Trust Fees shall be allocated to Cost Center 33 (Mutual Administration).

8 Lessee Annual Fee – Mutual 17 Only

8.1 The GRF lessee fee is a required **use fee** for access to the community facilities, amenities, and participation in GRF activities. The lessee fee is calculated at twenty 20% of the GRF annual assessment rounded up to the nearest dollar for each occupant.

8.2 The required annual lessee fee payment is due and payable in full on the date of the lease agreement.

GOLDEN RAIN OPERATIONS**FINANCE****Fees**

- 8.3 If delinquent, the lessee shall pay damages to reimburse GRF for its time, inconvenience, and overhead in collecting the payment as follows:
- 8.3.1 A (twenty five dollar) \$25 late fee, and
 - 8.3.2 Interest at one percent (1) per month (APR of 12% from the original date due until the date the payment is received.
- 8.4 In addition to late fees, for each check from a lessee that a bank returns for any reason, the lessee must pay:
- 8.4.1 Fifty dollars (\$50) late payment fee, and all bank charges assessed against the association.
- 8.5 If a lessee becomes more than ninety (90) days delinquent or has an unpaid balance of one hundred dollars (\$100) or greater, the lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities and property, including driving privileges upon GRF Trust streets. GRF may also refer the lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the lessee.
- 8.6 GRF reserves the right to collect the delinquent account from Lessor.
- 8.7 Lessee fees shall be allocated as follows:
- 8.7.1 fifty percent (50%) into the GRF Capital Improvement Fund.
 - 8.7.2 fifty percent (50%) into the GRF Reserve Fund.

- 9. The fee for verifying Powers of Attorney and Court Orders will be \$75 per document, per review.**
- 10. The fee for additional Leisure World maps will be \$5, per map.**
- 11. All Fees are subject to periodic review and subject to change.**

Policy

Adopted: 21 Apr 70
 Amended: 31 Aug 73
 Amended: 20 Nov 73
 Amended: 19 Aug 75
 Amended: 31 Aug 77
 Amended: 16 Jun 81
 Rescinded: 20 Oct 81 (Amendments passed 16 Jun 81)

**GOLDEN RAIN FOUNDATION
 SEAL BEACH, CA**

GOLDEN RAIN OPERATIONS**FINANCE****Fees**

Amended: 16 Dec 86 (Effective 01 Jan 87)
Amended: 21 Jul 87 (Effective 01 Aug 87)
Amended: 20 Sep 88 (Effective 01 Jan 89)
Amended: 21 Nov 89
Amended: 16 Nov 93 (Effective 01 Dec 93)
Amended: 18 Nov 03 (Effective 01 Jan 04)
Amended: 15 May 07 (Effective 01 Jul 07)
Amended: 17 July 12 (Effective 01 Sept 12)
Amended: 22 Apr 14 (subheading correction only)
Amended: 28 Oct 14 (Effective 01 Jan 2015)
Amended: 27 Oct 15 (Effective 01 Jan 2016)

Amended:



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: FINAL APPROVAL AND PROCEDURAL AMENDMENT TO POLICY 5536.1-33
GATE PASSES
DATE: DECEMBER 20, 2016
CC: FILE

At its regularly scheduled meeting of the Mutual Administration Committee (MAC) on December 13, 2016, the Committee reviewed a proposed procedural amendment to Policy 5536.1-33, as approved by the Board on October 25, 2016, to tentatively approve for the required 30 day posting (Excerpt of the Board minutes attached, Exhibit A).

Following the posting of the proposed policy, at the November meeting of the Presidents Council, a general consensus was established, noting each Mutual Board shall determine the number of additional passes which shall not exceed four (4).

To be compliant with the consensus of opinion by the collective Mutual Board Presidents, a procedural amendment to policy would be required. Such amendment shall require each Mutual Board annually, on or before December 15th of each year, provide a resolution to set a number of additional guest passes, which shall not exceed four (4) additional guest passes.

The Committee, at its December 13, 2016 meeting, unanimously approved to recommend a procedural amendment to proposed policy 5536.1-33 (Exhibit B).

Notice of Mutual Board resolution attached for the Board's information (Exhibit C)

At its meeting of October 25, 2016, the Board of Directors voted to tentatively amend policy 5536.1-33, pending a 30-day notice period to Foundation members in accordance with applicable section of the California Civil Codes. The policy draft was published in the November 2nd edition on the *Golden Rain News*. Members were welcomed to submit their comments or questions to the Board Office on this matter. No comments were received.

I move to ratify and adopt Policy 5536.1-33, as amended.

Exhibit A

Excerpt from the Board Minutes of October 25, 2016

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.

At its meeting on September 27, 2016, the Golden Rain Foundation (GRF) Board of Directors reviewed the suggested changes to Policy 5536.1-33, Gate Passes. After discussion, the Board voted to commit the Policy amendment back to the Mutual Administration Committee for further review.

At its meeting on October 11, 2016, the Mutual Administration Committee duly moved and seconded to approve Policy 5536.1-33, Gate Passes as amended.

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.

GOLDEN RAIN OPERATIONS**BOARD INTERNAL OPERATIONS****Gate Passes**

The Executive Director or Mutual Administration Director is authorized to make annual guest passes, quarterly service passes and semiannual caregiver passes available.

Annual Guest Passes

The Executive Director or Mutual Administration Director is authorized to make four (4) annual guest passes available per unit per *Mutual Board resolution. The annual guest passes are valid for one year and will be mailed with the yearly payment coupon package in December to addresses within Leisure World. Stockholders/condominium owners with outside addresses may obtain their four annual guest passes throughout the year from the Stock Transfer.

**By December 15th of each year, Mutual Boards will provide to the Executive Director and/or Mutual Administration Direction a resolution on the number of additional Guest passes which may be issued by the Executive Director or Mutual Administration Director. Such number of approved additional guest passes shall not exceed four (4).*

The Executive Director or Mutual Administration Director is authorized to issue up to four (4) additional annual guest passes per unit per *Mutual Board resolution, which may be obtained from the Stock Transfer Office if the following conditions are met:

1. The stockholder/condominium owner must appear *in person* and show valid identification.
2. A \$5 ~~\$10.00~~ fee will be charged for each additional pass, or when a replacement guest pass is requested.
3. The Mutual and apartment number shall be written on the front of the additional annual guest passes and a record of these annual guest passes will be maintained in the Stock Transfer Office.

**By December 15th of each year, Mutual Boards will provide to the Executive Director*

(Feb 10)

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Gate Passes

and/or Mutual Administration Direction a resolution on the number of additional Guest passes which may be issued by the Executive Director or Mutual Administration Director. Such number of approved additional guest passes shall not exceed four (4).

The Executive Director and Mutual Administration Director are further authorized to issue additional annual guest passes, as needed, for immediate family members of stockholders/condominium owners. The request must be in writing and shall be reviewed on a case-by-case basis.

Quarterly Service Passes

The Executive Director or Mutual Administration Director is authorized to make quarterly service passes available. The quarterly service passes shall be produced, each in a different color, and shall expire in March, June, September and December of the year in which they are issued.

The Physical Property and Recreation departments shall issue quarterly service passes to contractors and vendors only after they have provided the required licensing, insurance and valid driver's license, as well as a request in writing containing the names of the persons receiving the passes.

The Stock Transfer department shall issue quarterly service passes to legal representatives of shareholders, staff of the Leisure World Health Care Center on Golden Rain Road and Orange County Supportive Services departments, only after they have provided the legal documentation of their authority to act on behalf of a shareholder and a photo ID.

The Stock Transfer department shall issue quarterly service passes with their photo to realtors for a fee of \$10.00, and escrow companies only after they have provided a proper photo ID, as well as a request in writing containing the name of the person receiving the pass.

(Feb 10)

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Gate Passes

Realtors passes may obtain a replacement pass by going to the Stock Transfer Office in person with a photo ID. A \$25.00 fee is charged for a replacement pass and \$50.00 if lost a second time.

A record of these passes will be maintained in the offices from which they were issued.

Caregiver Passes

The Executive Director or Mutual Administration Director is authorized to make semiannual caregiver passes available to those caregivers who have applied for the caregiver pass in compliance with Mutual Policy 7557, Caregivers.

The semiannual caregiver passes shall be produced in two different colors, with a designation as to the caregiver being a part-time or full-time care provider. Caregiver passes will expire in June and December in the year in which they were issued. Some caregiver passes are issued on a yearly basis, in compliance with a specific mutual's policy.

The caregiver's name and the mutual and apartment number shall be written on the front of the pass. The Stock Transfer Department shall issue all caregiver passes and prepare a monthly report of passes issued.

Caregivers shall wear issued badges and passes at all times while in the community.

For loss of Caregiver passes, Shareholders may obtain a replacement pass by going to the Stock Transfer Office in person with a photo ID. A \$20.00 fee is charged for a replacement pass, per occurrence. The Mutual Board of Directors will be notified when a Caregiver pass is lost a second within 24 months of the first loss.

Use of Passes

Photocopying of passes is prohibited.

The Executive Committee shall review fees for caregiver and guest passes on an (Feb 10)

GOLDEN RAIN OPERATIONS**BOARD INTERNAL OPERATIONS****Gate Passes**

annual basis during the fourth quarter of the year.

Stockholders/condominium owners can notify the Main Gate to admit a guest without an annual guest pass.

Administration is authorized to print annual guest passes and quarterly service passes in the same wallet size as the plastic key cards, with a different colors for each succeeding year so that current passes can be easily identified. Caregiver passes shall be printed and formatted to fit the accompanying badge holder.

After January 31 of each year, staff members are authorized to collect prior year guest passes when presented by guests at the gate.

Photocopying or duplicating annual guest passes, quarterly service passes or caregiver passes by members or guests is prohibited. Staff members are authorized to collect any counterfeit passes and direct the guest to the Main Gate office to be phoned in by the stockholder/condominium owner. Residents found in violation may lose their privilege to obtain additional passes at the discretion of the Executive Director or Mutual Administration Director.

Policy

Adopted: 18 Oct 77
Effective: 01 Jan 78
Amended: 15 Nov 77
Amended: 21 Jul 81
Amended: 20 Nov 84
Amended: 15 Dec 87
Amended: 20 Apr 93
Amended: 16 May 00
Amended: 20 Feb 01
Amended: 16 Feb 10
Amended: 28 Oct 14

GOLDEN RAIN FOUNDATION
Seal Beach, California

(Feb 10)

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Gate Passes

To MAC **October** 11, 2016 (IF IT SHALL PASS EFFECTIVE JANUARY 1 2017)

(Feb 10)

Page 5 of 5

Exhibit C

By Resolution of the respective Mutual Board of Directors

Mutual	Additional Passes	Date of Motion
1	0	11/28/2016
2	4	11/17/2016
3	2	11/10/2016
4	0	11/9/2016
5	4	11/16/2016
6	0	11/18/2016
7	4	11/16/2016
8	2	11/28/2016
9	0	11/21/2016
10	4	11/30/2016
11	4	12/15/2016
12	0	11/10/2016
14	0	11/15/2016
15	4	11/21/2016
16	0	11/23/2016
17	0	12/6/2016



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: PAVING PROJECT, PHASE ONE
DATE: DECEMBER 20, 2016
CC: FILE

At its regularly scheduled meeting on December 12, 2016, the Physical Property Committee (PPC) reviewed an updated priority list for Trust Streets in need of repair and/or replacement; the scope of work includes 2" grind and overlay of asphalt, the removal and replacement of flow lines and gutters and, the re striping of street markings.

The Physical Property Department sent out a Request for Proposals to nine contractors and received four bids based on their square footage and lineal costs, as follows:

CONTRACTOR	COST	BOND	TOTAL
All American Asphalt	\$ 398,242.54	\$ 5,146.00	\$ 403,388.54
MJ Jurado	\$ 458,469.51	none	\$ 458,469.51
Nelson Paving (NPG)*	\$ 537,010.52	\$ 11,293.00	\$ 548,303.52
EBS	Did not respond to verify cost		

**Contractor completed Del Monte R/R without a change order.*

After a lengthy discussion on the scope of work, locations and contractor proposals, the Committee duly moved and unanimously approved to recommend the Board award a contract to Nelson Paving (NPG), for a cost of \$ 548,303.52 (see Exhibit A) to repave the following streets: Cedar Crest, Knollwood, Fairfield/Prestwick, Shawnee, Sunningdale, McKinney, Homewood and Weeburn.

Funding is available through Reserves in the amount of \$600,000. It is staff's recommendation to include \$51,696.48 as contingency's for this project, for a total not to exceed \$600,000.

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

Cedar Crest	Nelson
2" Mill and 2" Overlay	\$ 31,731.00
Curb	\$ -
Flow Line/X Gutter Replacement	\$ 23,000.00
Manholes and Utilities	\$ 6,750.00
Street Marking	\$ 650.00
Sub Total	\$ 62,131.00
Bond	\$ 1,277.00
Total	\$ 63,408.00
Knollwood	Nelson
2" Mill and 2" Overlay	\$ 19,350.00
Curb	\$ -
Flow Line/X Gutter Replacement	\$ 32,000.00
Manholes and Utilities	\$ -
Street Marking	\$ 600.00
Sub Total	\$ 51,950.00
Bond	\$ 1,039.00
Total	\$ 52,989.00
Fairfield/Prestwick	Nelson
2" Mill and 2" Overlay	\$ 50,000.00
Curb	\$ -
Flow Line/X Gutter Replacement	\$ 55,000.00
Manholes and Utilities	\$ 1,374.00
Street Marking	\$ 600.00
Sub Total	\$ 106,974.00
Bond	\$ 2,139.00
Total	\$ 109,113.00
Shawnee	Nelson
2" Mill and 2" Overlay	\$ 15,000.00
Curb	\$ -
Flow Line/X Gutter Replacement	\$ 18,000.00
Manholes and Utilities	\$ -
Street Marking	\$ 600.00
Sub Total	\$ 33,600.00
Bond	\$ 672.00
Total	\$ 34,272.00

Sunningdale	Nelson
2" Mill and 2" Overlay	\$ 42,450.00
Curb	\$ -
Flow Line/X Gutter	\$ 17,587.50
Replacement	
Manholes and Utilities	\$ 6,750.00
Street Marking	\$ 650.00
Sub Total	\$ 67,437.50
Bond	\$ 1,349.00
Total	\$ 68,786.50
McKinney	Nelson
2" Mill and 2" Overlay	\$ 48,000.00
Curb	\$ -
Flow Line/X Gutter	\$ 29,000.00
Replacement	
Manholes and Utilities	\$ 3,750.00
Street Marking	\$ 680.00
Sub Total	\$ 81,430.00
Bond	\$ 1,629.00
Total	\$ 83,059.00
Homewood - ADD	Nelson
2" Mill and 2" Overlay	\$ 22,468.16
Curb	\$ -
Flow Line/X Gutter	\$ 43,583.40
Replacement	
Manholes and Utilities	\$ -
Street Marking	\$ 680.00
Sub Total	\$ 66,731.56
Bond	\$ 1,594.00
Total	\$ 68,325.56
Wee Burn-ADD	Nelson
2" Mill and 2" Overlay	\$ 22,008.80
Curb	\$ -
Flow Line/X Gutter	\$ 44,067.66
Replacement	
Manholes and Utilities	\$ -
Street Marking	\$ 680.00
Sub Total	\$ 66,756.46
Bond	\$ 1,594.00
Total	\$ 68,350.46
SUBTOTAL no bond no seal	\$ 537,010.52
BOND	\$ 11,293.00
TOTAL	\$ 548,303.52



Golden Rain Foundation

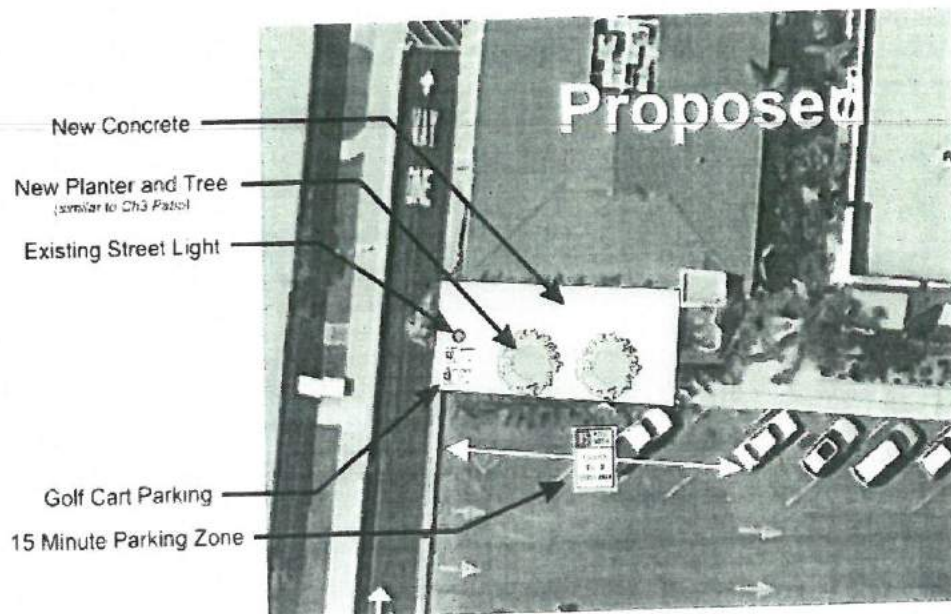
Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: NEW CAPITAL REQUEST, CONCRETE REPLACEMENT BUILDING 5
DATE: DECEMBER 20, 2016
CC: FILE

At its regularly scheduled meeting on December 12, 2016, the Physical Property Committee (PPC) reviewed a request to replace the damaged concrete at the south end of Building 5 and remove two existing trees causing the damage. Also, included in the scope of work is a budget to re-landscape the area, which will need to be reviewed by the Architectural Design and Review Committee (ADRC).



After discussion, the Committee unanimously agreed on the following:

- To have MJ Jurado remove and replace the damaged concrete at the south end of Building 5 and remove the two existing trees for the amount of \$14,500 (See Exhibit A),

- Upon review by the ADRC, have our Community Facilities Landscaper install new irrigation and landscaping for the cost not to exceed \$2,000 for a total project cost
- Request new Capital funds in an amount not to exceed \$16,500 and forward to the Finance Committee for review, then to the Board for final approval.

At its regularly scheduled meeting on December 20, 2016, the Finance Committee reviewed available Capital funding for this project and unanimously resolved to approved to recommend to the Board that sufficient Capital Funds are available, in an amount not to exceed \$16,500.

I move to award a contract to MJ Jurado to remove and replace damaged concrete at the south end of Building 5 and remove two existing trees at the same location for a cost of \$14,500. Upon review by the ADRC, schedule our Community Facilities Landscaper to install new irrigation, and landscaping, for a cost of \$2,000, for a total project cost not to exceed \$16,500, and to approve the President sign the contract, funding from Capital.

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: PEDESTRIAN GATE AT NORTHWOOD/DEL MONTE
DATE: DECEMBER 20, 2016
CC: FILE

At its regularly scheduled meeting on September 20, 2016, the Finance Committee reviewed a request from the Physical Property Committee (PPC) to install a Pedestrian Gate for the Northern section of the community. The following excerpt from the minutes:

Pedestrian Gate at Northwood Road Ms. Snowden MOTIONED, seconded by Ms. Hopewell – TO approve the non-budgeted request for the placement of a pedestrian gate, not to exceed \$30,000 from Capital Funding. Item to be returned back to the Physical Property Committee to determine the exact location for this pedestrian gate.

At its regularly scheduled meeting on December 12, 2016, the PPC looked at location options to install a Pedestrian Gate on the north end of the community. Two options were presented to the Committee for consideration. Option one was in Mutual 15, by building 12; Option two was the Trust Property between the Mutuals 11 and 15, on Northwood Road. The PPC discussed two locations and associated costs. The PPC unanimously chose Option 2, the location on Northwood Road at the Trust Property, for a cost not to exceed \$28,143, as follows:

Option 2

Pedestrian Gate @ Northwood



Dantuma Masonry	Install opening for gate	\$	4,800
Permit fees		\$	1,500
MJ Jurado	Ramps and Sidewalk	\$	5,100
Vortex	ADA Gate	\$	8,943
Solar/Controls	Solar and Gate Controls	\$	2,800
Contingency		\$	5,000
Total		\$	28,143

I move to install a Pedestrian Gate at the location known as the Trust Property between the Mutuals 11 and 15, on Northwood Road, at the cost not to exceed \$28,143, funding from Capital, and authorize the President to sign necessary contracts.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: TRUST PROPERTY, RED CURB STUDY
DATE: DECEMBER 20, 2016
CC: FILE

At its regularly scheduled meeting of the Physical Property Committee (PPC) on December 12, 2016, the Committee reviewed requests to add red curbing to Northwood Road at Shawnee Lane and at the south end of Thunderbird. Staff provided a proposal by Urban Crossroads, the current Traffic Engineer working in the community, to review all red curbing in the community for a cost not to exceed \$9,720 (see Exhibit A).

The Committee discussed the scope of work and proposal provided by Urban Crossroads at length and resolved all red curbing throughout the community should be uniform. The PPC unanimously agreed to recommend to the Board a study of red curbs upon Trust property by Urban Crossroads, at a cost not to exceed \$9,720, and to forward this project to the Finance Committee for funding review.

At the regularly scheduled meeting of the Finance Committee on December 20, 2016, the Committee reviewed available Capital funding for this project and unanimously approved to recommend to the Board that sufficient Capital funds are available for this project, in an amount not to exceed \$9,720.

I move to award a contract to Urban Crossroads to perform a review and reset study on all red curbing within Trust property, at a cost not to exceed \$9,720, funding from Capital funding, and approve the President to sign the contract.



260 E. Baker St. | Suite 200 | Costa Mesa, CA 92626 | (949) 660-1994
 urbancrossroads.com

PROPOSAL FOR SERVICES

December 12, 2016

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

SUBJECT: SEAL BEACH LEISURE WORLD RED CURB RESET

Dear Mr. David Rudge:

Urban Crossroads, Inc. is pleased to submit this proposal to Golden Rain Foundation (Client) to review and reset the red curb no parking restrictions within Seal Beach Leisure World. This work effort will expand on the October 9, 2015 Community Wide Movement Study which includes an inventory of parking restrictions.

SCOPE OF WORK

The following scope of work outlines the tasks needed to complete Red Curb Reset.

TASK 1: INVENTORY

- 1.1 Expand the GIS parking supply inventory to identify all no parking areas within the community. The inventory will identify existing no parking restrictions by type (e.g. red curb, bus stops, mailbox, fire hydrants, fire lanes, etc.).
- 1.2 Collect street segment video files to record the existing parking conditions throughout the community.
- 1.3 Review Seal Beach Leisure World parking policies.

TASK 2: RED CURB RESET

- 2.1 Prepare a focused review for all streets within Seal Beach Leisure World. This review will examine, red curb parking restrictions, constrained parking areas, sight distance considerations, minimum drive aisle widths, and estimate walking distances to on-street parking areas.
- 2.2 Identify opportunities to increase parking supply based on guidance from the California Manual on Uniform Traffic Control Devices (CA_MUTCD). This may include the removal of existing red curb parking restrictions; creating areas on the drive aisles to accommodate golf cart parking; removal of landscape areas to provide additional parking, reconfiguring the parking layout and/or

adding new parking stalls. This task does not include a design review of the parking layout / configuration of the Clubhouse parking lots.

- 2.3 Prepare a brief letter report summarizing the parking inventory, map book data, analysis and findings. This will include a discussion on key parking issues that may trigger additional restrictions based on compliance with current guidelines.

PROFESSIONAL FEE

The fixed fee to accomplish the above Scope of Work is **\$9,720**. The fees for the work outlined in this proposal are based upon personnel charges plus direct expenses as indicated in the attached Exhibit A. Due to potentially dynamic project considerations including, but not limited to: environmental occurrences, changes in the project description, and/or modifications in public/private policy, Urban Crossroads reserves the right to shift funds among individual task budgets according to specific needs.

DELIVERABLES/TIMING

It is estimated that the Red Curb Reset will be completed in **30** working days from the date of Client's authorization and subsequent receipt of all requested data essential to complete the study, including the final site plan. Additionally, any delays resulting from circumstances beyond our control, such as inclement weather, changes in the project description, and/or modifications in public/private policy may extend the time schedule. In the event this occurs, Urban Crossroads, Inc. will make the Client aware of such issues and adjust expectations accordingly. A PDF (electronic) version of the report will be provided for the client's use.

TERMS

If agreeable, this letter serves as our mutual, contractual agreement and authorization to proceed. The Client agrees to compensate Urban Crossroads on a Task Progress Basis (percentage of job completed) as subsequent work is completed. Please sign one copy of this scope of work and return it to us for our files, or send us the agreements utilized by your company. We are looking forward to serving you on this project. This proposal offer is valid for 60 days.

Mr. David Rudge
Golden Rain Foundation
December 12, 2016
Page 3 of 4

If you have any questions, please contact me directly at (949) 336-5979.

Respectfully submitted,

URBAN CROSSROADS, INC.



Bill Lawson, P.E., INCE
Principal

CONTRACT APPROVAL:
Approved by:
Title:
Firm: Golden Rain Foundation
Date:

EXHIBIT A

BILLING RATES FOR URBAN CROSSROADS, INC.

<u>Position</u>	<u>Hourly Rates</u>
Principal	\$180 – 250
Senior Associate	\$130 – 200
Associate	\$100 – 150
Senior Analyst	\$80 – 120
Analyst	\$70 – 110
Assistant Analyst	\$50 – 90
Administrative Support	\$60 – 100

General

- (1) Reimbursable direct costs, such as reproduction, supplies, messenger service, long-distance telephone calls, travel, and traffic counts will be billed at cost plus ten (10) percent.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of the receipt by client of statement. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.

January 18, 2016

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: NASSAU DRIVE, LANDSCAPE REPLACEMENT
DATE: DECEMBER 20, 2016
CC: FILE

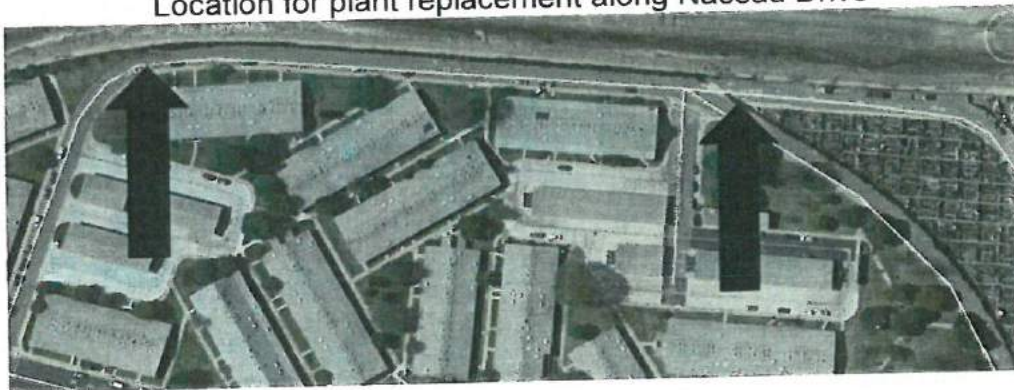
At its regularly scheduled meeting of the Physical Properties Committee (PPC) on December 12, 2016, the Committee reviewed a request from the Architecture Design Review Committee (ADRC) for the following:

- Install 61, 5 gallon container size Calliandra plants along the perimeter wall on Nassau Drive across from Mutual Nine
- Grind 28 stumps from previously removed trees
- Trim 72 Junipers to allow for growth

The following are the bids received for this scope of work:

Johns Landscaping	\$6,450
Andres Landscaping	\$9,430
Total Landscaping	No bid

Location for plant replacement along Nassau Drive



The Committee discussed the scope of work, and bids for the project. The PPC unanimously agreed to recommend to the Board Johns Landscaping, at a cost not to exceed \$6,450, and forward this project to the Finance Committee for funding review.

At the regularly scheduled meeting of the Finance Committee on December 20, 2016, the Committee reviewed available funding for this project and unanimously resolved that sufficient Capital funds are available in an amount not to exceed \$6,450.

I move to award a contract to Johns Landscaping to:

- Install 61, 5 gallon container size Calliandra plants along the perimeter wall on Nassau Drive across from Mutual Nine
- Grind 28 stumps from previously removed trees
- Trim 72 Junipers to allow for growth

at a cost not to exceed \$6,450, from Capital funding and approve the President to sign the contract.



Johns Landscape Service, Inc.
 4551 Cambury Drive, La Palma, CA 90623
 (562) 493-1111

COMBINED PROPOSAL FOR SERVICES

NOVEMBER 17, 2016
 MARK WEAVER, FACILITIES DIRECTOR
 MUTUAL 9 *Trust property*

WALL FROM BUILDINGS 209 TO 214 ALONG NASSAU DRIVE AND
 WALL FROM BUILDINGS 116 TO 219 ALONG NASSAU DRIVE (MINI FARMS)

This is a proposal for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	AMOUNT
52	REMOVE EXISTING BOUGAINVILLEA BUSHES AND ROOTS	\$25 EACH	\$1300
61	INSTALL 5 GALLON RED POWDER PUFF BUSHES (CALLIANDRA HAEMATOCEPHALA) WITH STAKES	\$30 EACH	\$1830
72	TRIM ABOUT 4 FEET FROM THE GROUND UP THE EXISTING CYPRESS TREE TRUNKS	\$15 EACH	\$1080
28	REMOVE EXISTING DEAD TREE STUMPS	\$80 EACH	\$2240
	PROPOSAL INCLUDES LABOR		
	CHECK IRRIGATION		

TOTAL: \$6450.00

Thank you for your business

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Golden Rain Foundation

Leisure World, Seal Beach

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
(FINAL VOTE)
DATE: DECEMBER 20, 2016
CC: FILE

At the regularly scheduled meeting of the Golden Rain Foundation (GRF) Board of Directors (BOD), on November 22, 2016, the BOD voted to tentatively adopt Policy 1927-37, Parking Rules for Trust Property, pending a 30-day notice period to Foundation members. The policy draft was published in the November 24th edition of the Golden Rain News. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

I move to adopt Policy 1927-37, Parking Rules for Trust Property, to be effective January 1, 2017.

ADOPT**VEHICLE PARKING POLICY****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

ADOPT**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****DEFINITIONS (Con't)**

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

ADOPT**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****DEFINITIONS (Con't)**

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.

ADOPT

VEHICLE PARKING POLICY

PARKING RULES FOR TRUST PROPERTY

DEFINITIONS (Con't)

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.

ADOPT

VEHICLE PARKING POLICY

PARKING RULES FOR TRUST PROPERTY

DEFINITIONS (Con't)

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;

VEHICLE PARKING POLICY

ADOPT

PARKING RULES FOR TRUST PROPERTY

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.

VEHICLE PARKING POLICY

ADOPTPARKING RULES FOR TRUST PROPERTY

- 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.

VEHICLE PARKING POLICY

ADOPT

PARKING RULES FOR TRUST PROPERTY

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

VEHICLE PARKING POLICY

ADOPTPARKING RULES FOR TRUST PROPERTY

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

VEHICLE PARKING POLICY

ADOPT

PARKING RULES FOR TRUST PROPERTY

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:

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ADOPT**PARKING 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

(DEC 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 (**FINAL VOTE**)
DATE: DECEMBER 27, 2016
CC: FILE

At the regularly scheduled meeting of the Golden Rain Foundation (GRF) Board of Directors (BOD), on November 22, 2016, the BOD voted to tentatively adopt Policy 1927.1-37, Fees (Fines) for Parking Rules Violations on Trust Property, pending a 30-day notice period to Foundation members. The policy draft was published in the November 24th edition of the Golden Rain News. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

The BOD received one piece of correspondence, which was shared with the GRF BOD.

I MOVE to adopt Policy 1927.1-37, Fees (Fines) for Parking Rules Violations on Trust Property, to be effective January 1, 2017.

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.

EFFECTIVE DATE: January 3, 2017

Adopt:

Golden Rain Foundation
Seal Beach, CA