



Board of Directors

Agenda
Clubhouse Four
Tuesday, April 25, 2017
10:00 a.m.

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

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

- 4 - minute limit per speaker, when there are no more than 15 speakers
 - 3 - minute limit per speaker, 16- 25 speakers
 - 2 - minute limit per speaker, over 26 speakers
7. Consent Calendar – Approval of Board Committee Meeting Minutes (pp. 1-2)
 8. Approval of Minutes
 - a. March 28, 2017 (pp. 3-14)
 9. New Business
 - a. General
 - i. Approve Reserve and Capital Funding for Trust Street Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (Mr. Lukoff, pp. 15-16)
 - ii. Trust Property Use Lease(s) *SUBJECT TO CHANGE*
 - Proposed Lease Agreement with Leisure World Trailer Club, Inc. (Mr. Pratt, pp. 17-26)
 - Proposed Lease Agreement with GRF Member Lessees (Mrs. Perrotti, pp. 27-36)
 - Proposed Lease Agreement with Club, Inc., Limited Space Use (Mr. McGuigan, pp. 37-38)

- b. Architectural Design and Review Committee
 - i. Engineering Services, Globe Lighting, Globe Reserve Fund Allocation (Ms. Hopewell, pp. 39-40)
- c. Executive Committee
 - i. Approve Non-budgeted Funding for Parking Enforcement Hire (Mr. Moore, pp. 41-42)
 - ii. Policies
 - Rescind Policies 5441-30 Emergency Plan –Staff, 5509-30, Renewal of Service and Maintenance Contracts, 2135-30, Secretarial Services – Minutes, 5602-30, Voice Roll Call Vote, 5103-30, Committee Meetings – Board Members' Attendance, 2002-30, Administrative Organizations (Mrs. Reed, pp. 43-50)
- d. Finance Committee
 - i. Accept March 2017 Financial Statements for Audit (Mr. Hood, pp. 51-58)
 - ii. Approve Closure of BNY Mellon Accounts (Ms. Snowden, pp. 59-60)
 - iii. Approve CDAR Purchase (Ms. Stone, pp. 61-62)
 - iv. Approve Revised SRO Rate (Mr. Lukoff, pp. 63-64)
 - v. Policies (Mrs. Tran, pp. 65-78)
 - Amend Policies 2230-31, Authorized Signatories; 3321.01-31, Basic Purchasing Procedure and Responsibility, 3323-31, Disposition of Surplus Equipment; 5523-31, Accounts Receivable Collections; 5516-31, Committee Non-budgeted Expenses; 5520-31, Reserves; 5330-31, Capital Project Initiation
- e. Information Technology Services Committee
 - i. Axserion Software Project, Supplemental Capital Funds (Ms. Snowden pp. 79-82)
- f. Mutual Administration Committee
 - i. Amend Policy 1201-33, Photo ID Cards (Ms. Rapp, pp. 83-86)
- g. Physical Property Committee
 - i. Approve Replacement of Golden Rain Traffic Light Pole, Reserves (Mr. Stone, pp. 87-90)
 - ii. Approve Pest Control Contract (Mrs. Greer, pp. 91-94)
- h. Recreation Committee
 - i. Approve Replacement of Pool Area Furniture, Reserves (Ms. Fekjar, pp. 95-96)

i. Security, Bus & Traffic Committee

i. **TENTATIVE VOTE:** Amend Policy 1927-37, Traffic Rules and Regulations (Mrs. Perrotti, pp. 97-114)

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. **May 23, 2017, 10:00 a.m.**

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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 March 2017 Committee meetings:

- Minutes of the Security, Bus & Transportation Committee Board Meeting of March 1, 2017
- Minutes of the Information Technology Services Committee Board Meeting of March 6, 2017
- Minutes of the Strategic Planning Ad Hoc Committee Board Meeting of March 7, 2017
- Minutes of the Recreation Committee Board Meeting of March 8, 2017
- Minutes of the Executive Committee Board Meeting of March 10, 2017
- Minutes of the Physical Properties Committee Board Meeting of March 13, 2017
- Minutes of the Mutual Administration Committee Board Meeting of March 14, 2017
- Minutes of the Finance Committee Board Meeting of March 21, 2017
- Minutes of the Community Access Ad Hoc Committee Board Meeting of March 23, 2017

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

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

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
MARCH 28, 2017**

CALL TO ORDER

President Carole 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, March 28, 2017, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Tommy Fileto, Interim Security Chief, led the Pledge of Allegiance.

ROLL CALL

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

Director Hood was absent. Mutual Ten Directorship is vacant.

Sixteen Directors were present, with a quorum of nine.

PRESIDENTS COMMENTS

The President offered no comments.

ANNOUNCEMENTS/ SERVICE AWARD PRESENTATIONS

The GRF Board of Directors met in Executive Session on March 3 and March 24, 2017 to discuss legal and contractual matters.

Appointment of Golden Rain Foundation Director of Mutual Ten

The Golden Rain Foundation (GRF) Board of Directors (BOD) received notification of the death of Mutual Ten (GRF) Director Bruce Scheuermann on February 24, 2017, leaving the position vacant. On March 1, 2017, Mutual Ten shareholders were advised of the vacancy and nominations were requested. At 4:30 p.m. on March 13, 2017, the nomination period closed with no nominations received at the Stock Transfer Office as set forth in the application procedures.

Pursuant to Article VI, Section 6 of the GRF Bylaws, if no nominations are received, the GRF BOD shall appoint a Foundation member to serve.

Upon consultation with Mutual Ten, Ronde Winkler has been chosen to fill the vacancy. If approved, Ronde Winkler shall serve as GRF Director until June 2018 when the regular election for GRF Directors representing even-numbered Mutuals takes place.

Mrs. Reed moved, seconded by Mrs. Tran and unanimously approved by the Board members present-

TO appoint Ronde Winkler as the GRF Director for Mutual Ten, for the term ending June 2018, to fill the vacancy created by the death of GRF Director for Mutual Ten Bruce Scheuermann and to serve as a member of the Architectural Design & Review, Publications and Security, Bus & Traffic Committees.

Director Winkler took her seat on the dais. The quorum of the Board became ten.

SERVICE ANNIVERSARIES

One employee was recognized with a service award.

Paula Dowd

Security Department

10 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

Four shareholder/members offered comments.

CONSENT CALENDAR – APPROVAL OF BOARD COMMITTEE MEETING MINUTES

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

- Minutes of the Community Access Ad Hoc Committee Board Meeting of January 26, 2017
- Minutes of the Security, Bus & Transportation Committee Board Meeting of February 1, 2017
- Minutes of the Strategic Planning Ad Hoc Committee Board Meeting of February 7, 2017
- Minutes of the Publications Committee Board Meeting of February 8, 2017
- Minutes of the Recreation Committee Board Meeting of February 8, 2017
- Minutes of the Executive Committee Board Meeting of February 10, 2017
- Minutes of the Physical Properties Committee Board Meeting of February 13, 2017
- Minutes of the Architectural Design and Review Committee Board Meeting of February 14, 2017
- Minutes of the Mutual Administration Committee Board Meeting of February 14, 2017

APPROVAL OF BOARD MEETING MINUTES

The minutes of the February 28, 2017 and July 11, 2016 were approved, by general consent of the Board, as distributed.

NEW BUSINESS

General

Approve Integration of ITS and Publications Committees

As the News department relies more and more on media technologies to communicate with audiences both internally and externally, the department taps into IT resources almost daily to support digital marketing projects, product development efforts, workflow processes, equipment and systems. Integrating the Publications and IT Committees better aligns with an increasingly complex media environment, improving communication regarding project status, updates, schedules, budgets and issues and making discussions on more qualitative topics such as design, user experience and creative input more productive. Integration of the Committees would facilitate the shared goal of executing all means of digital communication with simplicity, relevance, convenience, and overall community satisfaction in mind.

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

TO rescind Policy 5118-34, Information Technology Services (ITS)

Committee, amend Policy 5125-36, Publication Committee to

integrate the ITS Committee for increased efficiency in responding strategically to community needs, effective June 2017 and amend Policy 5020-30, Organization of the Board, to eliminate the listing of the Information Technology Services Committee as a Standing Committee.

Nine Directors and the Executive Director spoke on the motion.

The motion was carried with two abstentions (Perrotti, Winkler) and three no votes (Pratt, Snowden, R. Stone).

Community Access Ad Hoc Committee

Approve Issuance of ID Cards

The Community Access Ad Hoc Committee (CAAHC) has been working to improve Golden Rain Foundation (GRF) Membership ID Cards while also improving security in card usage. The current design of the ID Cards has been in place for approximately twenty (20) years. The CAAHC recommends that a new card design be approved with up-to-date verbiage, issuance and expiration dates, full address including city, state and zip code, and identification of the card holder as a shareholder, co-occupant or renter. Once the ID Cards are redesigned, new cards will be printed for all Shareholder/Members, co-occupants and renters. If approved by the GRF Board, new ID Cards could be issued as soon as May, 2017. A schedule will be determined when the renewal period will begin.

Ms. Rapp MOVED, seconded by Mrs. Reed -

TO approve the non-budgeted expenditure of \$50,000.00, for the approval of supplies needed to take approximately 10,000 shareholder, co-occupant and renter photos in May 2017.

Ms. Rapp MOVED, seconded by Mrs. Reed-

TO amend the motion to add "the reissuance of ID cards" and to adjust the expenditure amount to \$30,000.

Ten Directors spoke on the motion.

Eight Directors and the Stock Transfer Office Supervisor spoke on the amendment.

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

Executive Committee

Approve Service Maintenance Wage Grade Structure

At its meeting on March 10, 2017, the Executive Committee unanimously recommended that the Salary Wage Ranges be revised for eight (8) positions in the Service Maintenance department as noted on the Service Maintenance Wage Grade Structure Proposal, March 2017 included in the agenda packet. To implement these changes, current wages need to be adjusted to bring them into alignment with the minimum of the new Wage Grade.

Ms. Stone MOVED, seconded by Ms. Fekjar -

TO approve the non-budgeted expense of up to \$50,000.00, for the remainder of 2017, to bring wages into alignment with the revisions being made to the eight (8) Service Maintenance wage grade structures, as illustrated on the attached Service Maintenance Wage Grade Structure Proposal March 2017.

Two members spoke on the motion.

The motion carried unanimously by the Board Members present.

Rescind Policies under the Purview of the Executive Committee

At its meeting on February 14, 2017, the Executive Committee reviewed policies within their purview and moved to recommend that the Golden Rain Foundation (GRF) Board of Directors rescind these policies.

Ms. Stone MOVED, seconded by Mrs. Reed -

TO rescind Policies 5505-30, Staff Communications, 5053-30, Guarantor Agreement Form, 2004-30, Staff Communication, 5029-30, Conflict of Interest-Directors and Officers, 1510-30, Dissemination of Information, 5603-30, Executive Sessions, 5100-30 Committee Functions, 5601.01-30, Rules of Order-Motion to Table, 5030-30, Responsibilities, 2005-30, Litigation Statement, and 5080-

30, Master Plan of Golden Rain Foundation.

Three Directors and the Executive Director spoke on the motion.

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

TO amend the motion to add the general statement "policies that were obsolete, redundant or a matter of law".

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

Finance Committee

Accept February 2017 Financials for Audit

At the regular meeting of the Finance Committee on March 21, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the February 2017 Financial Statements, for audit.

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

TO accept the February 2017 Financial Statements, for audit.

Accept Audited 2016 Finance Statements and Excess Income

At the regular meeting of the Finance Committee on March 21, 2017, the Committee reviewed the 2016 draft audited financial statements of the Golden Rain Foundation and the excess income reported (attached to the agenda packet). The Committee moved to recommend the GRF Board accept the 2016 audited financial statements and, pursuant to Policy 5528-31 – Refund of Excess Income, to transfer from operating funds to the Replacement Reserve Fund the amount of \$26,706 representing the amount over and above the \$298,745 previously authorized by the Board, at its regular board meeting held on October 25, 2016.

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

TO accept the final draft 2016 Golden Rain Foundation Financial Statements as of December 31, 2016, for the year then ended, and the proposed Independent Auditors' Report as submitted by NSBN LLP, hereby accepting the above mentioned Financial Statements

and reports therein (Exhibit A), reflecting excess income of \$325,451.

Further move that, in addition to the transfer of operating funds to Replacement Reserve Fund of \$298,745, authorized by the Board at its regular board meeting held on October 25, 2016, the remaining excess income of \$26,706 is to be allocated to the Replacement.

Approve Reserve Study Company

In February 2017, requests for proposals were submitted to five reserve study companies located throughout Orange County. The proposals were to include bids for a Stage 2 – Update, with site visit, for the 2018 budget year and a Stage 3 – Update, without site visit, for budget years 2019 and 2020. Three reserve study companies provided bids and two reserve study companies declined our proposal invitation. At the regular scheduled meeting of the Finance Committee, on March 21, 2017, the Committee reviewed the three proposals received and moved to recommend the GRF BOD accept the proposal from Association Reserves, Inc.

Mr. Stone MOVED, seconded by Mr. Pratt -

TO accept the proposal from Association Reserves, Inc., for budget years 2018, 2019 and 2020, and to authorize the President to sign the contract.

Four members spoke on the motion.

The motion was carried unanimously by the Board members present.

Amend Policy 5061-33, Fees

At its meeting on March 21, 2017, the Finance Committee reviewed Policy 5061-31, Finance – Fees. The Committee recommended the GRF BOD amend the policy. The BOD will make a final vote on this proposed operating rule change on May 23, 2017, after consideration of comments made by members. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

Ms. Stone MOVED, seconded by Mr. Lukoff –

TO amend Policy 5061-31, Finance – Fees, to change Item 1.3 to read as follows: The membership fee is calculated as twenty (20) times the monthly GRF assessment and rounded up the nearest

dollar. The new membership fee is implemented on January 1 of each year.

One member spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend Policy 5115-33, Finance Committee

At its meeting on March 21, 2017, the Finance Committee reviewed Policy 5115-31, Committee Functions, Finance Committee. The Committee recommended the GRF BOD amend the policy.

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

TO amend Policy 5115-31, Committee Functions, Finance Committee, to change Item 3.k to read as follows: Make recommendations to the BOD concerning the master insurance policy.

ITS Committee

Adopt Policies 5050-34, Digital Billboards; 5050.01-34, Request for Display on Digital Billboard and 5051-34-Website Management

At its meeting on March 6, 2017, the Information Technology Services (ITS) Committee unanimously recommended the adoption of policies to establish procedures to provide informational content to the general community and ensure availability to all the Shareholder/members of Leisure World Seal Beach.

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

TO adopt Policies 5050-34, Digital Billboards; 5050.01-34, Request for Display on Digital Billboard and 5051-34-Website Management.

Three Directors spoke on the motion.

Mrs. Greer MOVED, seconded by Mr. Pratt –

TO amend Policy 5050-34, Digital Billboards, replacing the last

sentence in 3. Requirements for Posting on the Digital Billboard: "Any exceptions will be determined by the Communications Committee" (rather than Executive Director) and amend 5051-34-Website Management to replace 3.3 Homepage Content: "any changes to the Homepage Content will be determined by the Communications Committee" (rather than Executive Director).

The amended main motion was carried unanimously by the Directors present.

Physical Property Committee

Approve Addition of Railings and Stairs to Post Office

Requests have been made to add railings and stairs to the Post Office in the community. The Physical Property Committee (PPC) instructed staff to obtain the cost from MJ Jurado. At its meeting on March 13, 2017, the PPC reviewed a quote (exhibit A in agenda packet) from MJ Jurado, to remove the posts and chain around the post office, install stairs at the entrance, and add ballards with hand rails, for a cost not to exceed \$9,100, and forward this request to the Finance Committee for Capital Funding review.

Mr. Lukoff MOVED, seconded by Mr. McGuigan -

TO award a contract to MJ Jurado, in an amount not to exceed \$9,100, Capital Funding, to remove the posts and chain around the post office, install stairs at the entrance, and add ballards with hand rails and authorize the President to sign the contract.

Five Directors and the Executive Director spoke on the motion.

Ms. Rapp MOVED, seconded by Ms. Winkler-

TO amend the motion to provide a gate at the top of the stairs, amending the funding request to \$9,200.

The amendment to the motion was carried with four no votes (Reed, Snowden, R. Stone and Tran).

The amended motion was carried with three no votes (Reed, R. Stone and Tran).

Recreation Committee

Rescind Policies 5561.50, Recreation Program and 1411.3-50, Maximum Room Capacities

At its meeting on March 8, 2017, the Recreation Committee reviewed Policies 5561-50, Recreation Program, and 1411.3-50, Maximum Room Capacities. The Committee recommended the GRF BOD rescind these policies.

Mrs. Perrotti MOVED, seconded by Mr. Moore -

TO rescind Policies 5561-50, Recreation Program and 1411.3-50, Maximum Room Capacities.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Amend Policies 1405-50, Literature-Community Facilities, 1471-50, Display of Trophies and Plaques and 1511-50, Dissemination of Information-Clubs

At its meeting on March 8, 2017, the Recreation Committee reviewed Policies 1405-50, Literature – Community Facilities; 1471-50, Display of Trophies and Plaques; 1511-50, Dissemination of Information; and 1423-50, Bulletin Boards. The Committee recommended the GRF BOD amend these policies.

Ms. Fekjar MOVED, seconded by Ms. Rapp -

TO amend Policies 1405-50, Literature – Community Facilities; 1471-50, Display of Trophies and Plaques; 1511-50, Dissemination of Information; and 1423-50, Bulletin Boards, to reflect the changes consensually agreed upon by Recreation Committee members.

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

TO remove Policy 1423-50, Bulletin Boards from the motion.

Approve Upgrade of Existing Electrical System in Clubhouse Two

Upon delivery of the new griddle unit for Clubhouse Two, was discovered that due to code changes, the new griddle unit would require upgrades to the Clubhouse's existing electrical systems to perform the proper installation of the new unit.

At its March 8, 2017 meeting, the Recreation Committee reviewed three bids and approved the bid from Schlick Services Inc., in the amount of \$4,412.18, to provide the electrical upgrades necessary at Clubhouse Two and to add an additional \$2,500 for contingencies (plans and permits), for a total amount not to exceed \$7,000, from the Capital portion of the budget and to request the Finance Committee approve the funding.

At its March 21, 2017 meeting, the Finance Committee approved the funding for the electrical upgrades for the installation of the new griddle at Clubhouse Two, in an amount not to exceed \$7,000, from the Capital portion of the 2017 budget, to award the contract to Schlick Services, Inc. and authorize the President to sign the contract.

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

TO approve the electrical upgrades for the installation of the new griddle at Clubhouse Two, in the amount not to exceed \$7,000, from the capital portion of the 2017 budget, and to award the contract to Schlick Services, Inc. and authorize the President to sign the contract.

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

BOARD MEMBER COMMENTS

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

ADJOURNMENT

The meeting was adjourned was at 12:11 p.m.

Joy Reed, Corporate Secretary
GRF Board of Directors
/dfb 03.28.17

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Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: COMPLY WITH CALIFORNIA MANUAL ON UNIFORMED TRAFFIC CONTROL DEVICES (CAMUTCD)
DATE: APRIL 18, 2017
CC: FILE

The Physical Property Committee (PPC) has received recommendations from Urban Crossroads (traffic engineer for GRF) to bring the traffic control devices within Trust property into compliance with state requirements, as outlined in the California Manual on Uniformed Traffic Control Devices (CAMUTCD). In the Committee's review and deliberations, it was noted that the CAMUTCD is the standard by which a California Driver's license is issued, as well as the standard for which law enforcement agencies use for traffic enforcement.

At its regular scheduled meeting on April 10, 2017, the PPC reviewed costs obtained by staff to comply with CAMUTCD. The costs are as follows:

Budget to Comply with CAMUTCD

Update all traffic controls, pavement markings and signage for consistency with the CAMUTCD	
Signs and pavement markings	\$ 88,000
Update Traffic Controls	\$ 30,000
Red Curb Reset	\$125,000
Urban Crossroads Certification	\$ 5,000
Subtotal	\$248,000
Contingency	\$ 24,800
Total	\$272,800

The PPC discussed the scope of work and costs provided at length, noting upon certification of Trust Property traffic control devices are compliant to the CAMUTC, local law enforcement

could issues citations within the community. The Committee resolved to recommend to the Board acceptance of this proposed project.

I move to approve Reserve funding for the removal and replacement of signs and street marking and repainting of red curbs per reset plan, in the amount of \$213,000, to be in compliance with the CAMUTCD. Further, I move to approve Capital Funding to update traffic control devices, and certification of compliance with CAMUTCD, in the amount of \$35,000, with the contingencies of \$24,800. The total cost of the project is not to exceed \$272,800 and authorize the GRF President sign the contract and the Physical Property Chair approve any contingencies.



Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
SUBJECT: CONSIDERATION OF LEASE, TRUST PROPERTY USE
DATE: APRIL 25, 2017
CC: FILE

The Golden Rain Foundation (GRF) Board of Directors (BOD) discussed the lease agreement between the GRF and the Leisure World Trailer Club, a California Corporation. The BOD recommends acceptance of the agreement, as noted, to stipulate clear terms and conditions in the use of Trust Property.

I move to accept an annual lease agreement with Leisure World Trailer Club, a California Corporation, for a five year term, commencing January 1, 2017 and expiring December 31, 2021, at an annual rent of \$18,885 per year for the first year, payable ten (10) days after the lease is executed and invoice sent; \$20, 774 for year two (2); \$22,851 for year three (3); \$25,136 for year four (4); and \$27,650 for year five (5) with each annual payment due and payable within ten (10) days of invoice. Payment is due per the terms of the lease agreement (Exhibit A).

EXHIBIT A

LEASE AGREEMENT GOLDEN RAIN FOUNDATION AND LEISURE WORLD TRAILER CLUB

This Lease Agreement (also referred to herein as "Lease" "Agreement" or "Lease Agreement") is made January 1, 2017, between Golden Rain Foundation, a California Corporation (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740, and Leisure World Trailer Club, a California Corporation (hereinafter referred to as "CLUB"), 13599 El Dorado Drive, Seal Beach, California, 90740, who agree as follows:

I. OPENING CLAUSES

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

- a) The original Lease Agreement between GRF and CLUB was entered into July 1, 1981, and last renewed January 1, 2012, which agreement is hereby terminated and superseded by this Lease Agreement.
- b) GRF is the owner (In Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. CLUB is willing to lease a portion of these premises consisting of the northerly 4.67 acres from GRF pursuant to the provisions stated in this Lease (referred to herein as the "premises" unless the context indicates otherwise).
- c) CLUB wishes to lease the above portion of the premises for purposes of storing recreational vehicles, trailers and other vehicles belonging only to members of CLUB and/or the GRF. No transient vehicles may be stored on the premises.
- d) GRF and CLUB have examined the premises and are fully informed of its condition.

II. PREMISES

GRF leases to CLUB and CLUB leases from GRF a portion consisting of the northerly 4.67 acres of the real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California.

III. TERM

The term of this Lease shall be five (5) years commencing January 1, 2017 and ending December 31, 2021, or sooner as provided in this Lease Agreement.

IV. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

- a) CLUB shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of \$18,885 for the first year payable ten (10) days after this lease is signed and the CLUB is invoiced, and \$20,774 for year two (2), \$22,851 for year three (3), \$25,136 for year four (4) and \$27,650 for year five (5), with each annual payment due and payable within ten (10) days of invoice on the first day of each yearly term, commencing on the date the term commences and continuing during the respective term.

- b) All payments shall be paid to GRF at the address to which notices to GRF are given.
- c) CLUB shall pay, before delinquency, all taxes, assessments, license fees and other charges that are levied and assessed against CLUB'S personal property installed or located in or on the premises, and that become payable during the term. On demand by GRF, CLUB shall furnish GRF satisfactory evidence of these payments.
- d) GRF will pay all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item (b) above.
 - i. In the event the County of Orange or the State of California increases the real property tax amount, or levies a general or special assessment on the portion of the premises documented in Section I, Item (b), that amount will be paid by GRF and the annual payment for the subsequent year will increase by the amount equal to the increase or assessment.

V. LIMITATIONS ON USE

- a) CLUB shall use the premises for the storage and service of recreational vehicles, trailers and other vehicles registered and in operable condition that belong to Members of the GRF. Non-Members of GRF shall not be permitted to use the premises. All vehicles must be owned by a GRF Member in good standing per the terms and conditions of the Trust Agreement, GRF Bylaws, Policies and Mutual Occupancy Agreement and Members shall not be delinquent on any assessments or fines verified by the Stock Transfer office. GRF Member must be the principle user of the vehicle. All stored equipment shall be legally licensed and have a current, registered GRF decal. No vehicles shall have a PNO (planned non-operation) status. No other uses may be made of these premises without the prior written consent of GRF.
- b) CLUB acknowledges and agrees that any vehicle is and shall be stored under the sole supervision and control of CLUB, that GRF exercises neither care, custody, nor control over property stored by CLUB, and that no bailment or deposit of goods for safekeeping is intended or created under this Lease.
- c) Membership in the RV Club shall not be a requirement for eligibility to lease a space in the premises.
- d) CLUB's use of the premises as provided in this Lease shall be in accordance with the following requirements:
 - i. CLUB shall not do, bring or keep anything in or about the premises that will result in the violation of any law and/or cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
 - ii. If the rate of any insurance carried by GRF is increased as a result of the CLUB's use, CLUB shall pay to GRF at least ten (10) days before the date GRF is obligated to pay a premium on the insurance or within ten (10) days after GRF delivers to CLUB a certified statement from GRF's insurance carrier stating that the rate increase was caused solely by an activity of CLUB on the premises as permitted in this Lease, whichever date is later, the sum equal to the difference between the original premium and the increase in the premium.
 - iii. CLUB shall comply with all of the laws concerning the premises or CLUB's use of the premises, including with limitation, the obligation at CLUB's cost to alter, maintain or restore the premises in compliance and conformity with all laws

- relating to the condition, use, or occupancy of the premises during the term.
- iv. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste, the parties hereby agree to amend any and all terms of this Lease Agreement without any cancellation notice required.
- v. CLUB shall continue to use oil change facility, and CLUB shall maintain the facility at CLUB'S expense to comply with codes, safety standards and regulatory guidelines.
- vi. CLUB shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property. CLUB shall, at all times during the term of this Lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition the premises and any improvements thereon and shall use all reasonable precaution to prevent waste, damage, or injury to the premises.
- vii. GRF Security will provide stickers to registered vehicles that shall be clearly posted on both ends of all vehicles stored or kept on the premises. All RV owners must show proof of a valid driver's license, liability insurance and vehicle registration (in GRF Member's name) to park in the premises.
- viii. Members shall keep the area around their parking space clean and free of clutter at all times. All materials must be stored within the parking space or in an approved storage shed. All trash must be placed in trash containers. No debris shall be tossed or left on the ground.
- ix. No hazardous materials shall be maintained, stored or disposed of in the premises.
- x. Members shall not conduct commercial enterprise on the premises.
- xi. Quarterly (January, April, July and October) list of vehicles using the premises, vehicles on waiting list and changes to these lists (new vehicles admitted and those who have left the premises permanently) shall be given to the Recreation Department by CLUB.
- xii. Maximum of 2 spaces can be assigned to any one address within Leisure World.
- xiii. CLUB shall not allow any vehicles to be washed except in the GRF wash facility.
- xiv. CLUB may adopt rules for the premises but such rules must be consistent with and must not contradict this Lease. All rules and any changes must be on file in the Recreation Department.
- xv. RV's and all stored units must be driven or towed out of the premises at least once a year. CLUB must furnish list of when each vehicle and/or unit is moved.
- xvi. No sleeping, living or cooking in vehicles or units at any time.
- xvii. Only members of GRF can be club members per Recreation policy.
- xviii. Only authorized vehicles and units can be in the premises. No unlisted vehicles or units can use tools, oil changing or dump station.
- xix. Vehicles shall be kept in good running order with no flat tires. Members shall have 30 days to repair, fix or remove inoperable vehicles from lot.
- xx. No vehicle or unit may be used for storage.
- xxi. Change of ownership on any vehicle or unit does not guarantee a space in the premises. New owner must move to the end of the waiting list.

VI. MAINTENANCE

CLUB, at its cost, shall maintain in good condition, all portions of the premises, including without limitation, any personal property and improvements of GRF currently located on the premises.

- a) CLUB shall be liable for any damage to the premises resulting from the acts of omissions of CLUB or its authorized representatives.
- b) GRF shall not have any responsibility to maintain the premises.
- c) 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 term, except that 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 condition designated by GRF in its election before the last day of the term.
- d) If CLUB makes any alterations to the premises as provided in this paragraph, the alterations shall not be commenced until thirty (30) days after GRF 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.

VII. MECHANIC'S LIENS

CLUB shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. CLUB shall keep the premises, including improvements and land in which the premises are a part, free and clear of all mechanic's liens resulting from construction done by or for the CLUB. CLUB shall have the right to contest the correctness or the validity of any such lien, if immediately on demand by GRF, CLUB procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

The bond shall meet the requirements of Civil Code Section 8424 shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

VIII. UTILITIES AND SERVICES

- a) CLUB shall make all arrangements for and pay for all utilities and services furnished to or used by CLUB, including without limitation, gas, telephone service, except for those utilities and services GRF is to furnish to the premises as set forth in the following paragraph.
- b) GRF shall pay for electricity, water and trash collection charges.
- c) All applications and connections for necessary utility services (excepting trash and electricity) on the premises shall be made in the name of CLUB only. CLUB shall be solely liable for utility charges as they become due, including, but not limited to, those for sewer and telephone services.
- d) GRF shall not be liable for failure to furnish water to the premises when the failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take

all reasonable steps to restore the interrupted water services.

IX. INDEMNITY AND EXCULPATION, INSURANCE

- a) GRF and its agents, authorized representatives, past and present directors and officers and employees shall not be liable to CLUB for any damages to CLUB or CLUB'S property from any cause whatsoever. CLUB waives all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to CLUB for damage resulting from the negligence or willful misconduct of GRF or its authorized representatives. CLUB releases GRF and its agents, authorized representatives, past and present directors and offices, and employees for any injury or death suffered by any person occurring on or about the premises.
- b) CLUB shall indemnify, defend and hold GRF and its agents, authorized representatives, past and present directors and officers and employees harmless from any and all demands, losses, liabilities, claims, expenses, damages, or causes of action whatsoever that are brought or made by others and that arise out of, or are connected in any way with, the use of the premises.
- c) During the term of this Lease Agreement and for any further time that CLUB shall hold the premises, CLUB shall obtain and maintain at its sole cost and expense the following types and amounts of insurance:
- d) CLUB, at its cost, shall maintain public liability and property damage insurance with an aggregate coverage of \$3,000,000 (three million dollars) insuring against all liability of CLUB and its authorized representatives arising out of, and in connection with, CLUB'S use or occupancy of the premises. GRF shall be named as an additional insured on the policy. GRF shall be provided with a certificate of insurance showing GRF as an additional insured. Failure of CLUB to maintain the foregoing policies at any time shall constitute a material breach of this Lease Agreement and GRF may, at its option immediately rescind the Lease Agreement without notice.
- e) All public liability insurance and property damage insurance shall insure performance by CLUB of the indemnity provisions set forth herein. Both parties shall be named as co-insureds, and the policy shall contain cross-liability endorsements. Not more frequently than annually (each year (5) years), if in the opinion of GRF, the amount of public liability and property damage insurance coverage, at that time, is not adequate, CLUB shall increase insurance coverage as required by GRF.
- f) CLUB, at its cost, shall maintain on all its personal property and the premises and improvements located thereon, a policy of standard fire and extended coverage insurance, to the extent of at least 80 percent (80%) with a \$100 deductible. The proceeds from any such policy shall be used by CLUB for the replacement of personal property or the restoration of the premises.
- g) The insurance policy shall be issued in the names of GRF and CLUB as their interests appear.
- h) In case this Lease is terminated, the insurance policy and all rights under it, or the insurance proceeds, shall be assigned to GRF at GRF's election.
- i) CLUB shall pay the premiums for maintaining the insurance required as set forth here and above.
- j) Any CLUB activity which requires special insurance not mentioned herein will be maintained by CLUB. Proof of such insurance shall be provided annually to GRF.

- k) To the extent required by law, CLUB shall maintain a Worker's Compensation policy, which shall include a Waiver of Subrogation Endorsement in favor of GRF. CLUB must furnish to GRF proof of Workers Compensation Insurance for its employees. Lease will be revoked if Workers Compensation Insurance is not in effect.
- l) Failure of CLUB to maintain the foregoing policies at any time shall constitute a material breach of this Lease Agreement and GRF may, at its option immediately rescind the Lease Agreement without notice

X. ASSIGNMENT

- a) 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 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 with 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.
- b) Any dissolution, merger, consolidation or other reorganization of CLUB; or the sale or any other transfer of the controlling percentage of the capital stock of CLUB, or the sale of fifty-one percent (51%) of the value of the assets of CLUB, shall be deemed an involuntary assignment and shall constitute a default by CLUB and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of CLUB.
- c) No interest of CLUB in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
 - i. If CLUB is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which CLUB is the bankrupt.
 - ii. If a writ of attachment or execution is levied on this Lease.
 - iii. If, in any proceeding or action in which CLUB is a party, a Receiver is appointed with authority to take possession of the property.
- d) An involuntary assignment shall constitute a default by CLUB and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of CLUB.

XI. DEFAULT

- a) The occurrence of any of the following shall constitute a default by CLUB:
 - i. Failure to pay monies when due;
 - ii. Abandonment and vacation of the premises for thirty (30) consecutive days;
 - iii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after 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 Lease if CLUB commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
- iv. If CLUB assigns or attempts to assign or transfer its interests as prohibited under Article X of this Lease Agreement.
- b) In the event of default as set forth in subparagraph (a) of this Section, GRF shall have the right to cancel and terminate this Lease Agreement, as well as all of the right, title, and interest of CLUB under this Lease Agreement, by giving to CLUB not less than thirty (30) days' notice of the cancellation and termination of this Lease Agreement.
 - c) Notice, as given under this paragraph, shall specify the alleged default in the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the monies that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless GRF so elects in the Notice.
 - d) GRF shall have the following remedies if CLUB commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law:
 - i. GRF can terminate CLUB's rightful possession of the premises at any time with thirty (30) days' notice. No act by GRF, other than giving notice to CLUB, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of CLUB's right to possession. On termination, GRF has the right to recover from CLUB:
 1. The worth, at the time of the award of the unpaid monies that had been earned at the time of termination of this Lease;
 2. The worth, at the time of the award of the amount by which the unpaid monies that would have been earned after the date of termination of this Lease, until the time of award exceeds the amount of the loss of monies that CLUB proves could have been reasonably avoided;
 3. The worth, at the time of the award of the amount by which the unpaid monies for the balance of the term after the time of award exceeds the amount of the loss of monies that CLUB provides could have been reasonably avoided: and
 4. Any other amount and court costs necessary to compensate GRF for all detriment proximately caused by CLUB's default.
 - e) 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 GRF 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 5 percent (5%) per annum from the date the sum is paid.

XII. RIGHT OF ENTRY

GRF and its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes:

- a) To inspect the premises. GRF staff will do a monthly check of premises and vehicle conditions to determine whether the premises are in a good and safe condition and whether CLUB is complying with its obligations under the Lease;
- b) To make repairs that CLUB may neglect or refuse to make in accordance with the provisions of this Lease Agreement;
- c) To build, construct, and perform any necessary maintenance on a wall or fence which may be erected by GRF around the outside perimeter of the premises;
- d) To serve, post, or keep posted, any notices required or allowed under the provisions of this Lease;
- e) To do any necessary maintenance or maintain water service as agreed by GRF hereinabove;
- f) GRF Security shall have the right to enter at all times.

XIII. 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 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 in the introductory paragraph of this Lease. 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 paragraph.

XIV. WAIVER

- a) No breach of any provision hereof can be waived unless it is done in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or other provisions hereof.

XV. ATTORNEYS' FEES

- a) The prevailing party in any action or proceeding (including without limitation arbitration) to enforce this Lease 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

XVI. MISCELLANEOUS PROVISIONS

A. Representations. At the commencement of the term, CLUB shall accept the premises and improvements and any equipment in their existing condition and state of repair, and CLUB agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of lessor in respect to the buildings, improvements, and equipment, except as contained in the provisions of this Lease Agreement. GRF shall in no event be liable for any

latent defects.

B. Entire Agreement. This Lease Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Lease Agreement and supersedes all prior agreements or understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.

C. Construction. This Lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.

D. Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this Lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease Agreement transmitted by facsimile shall have the same force and effect as original signatures.

E. Authority To Enter Agreement. This Lease Agreement is the result of arms-length negotiations. Each signatory to this Lease Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Lease Agreement.

GOLDEN RAIN FOUNDATION
Address for Notice:
P.O. Box 2069
Seal Beach, CA 90740

LEISURE WORLD TRAILER CLUB
Address for Notice:
13599 El Dorado Drive
Seal Beach, CA 90740

By: _____
Carole Damoci, President

By: _____
Bob Croft, President



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
SUBJECT: TRUST PROPERTY USE LEASE, **TENTATIVE VOTE**
DATE: APRIL 20, 2017
CC: FILE

Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17, as recorded with the County of Orange, State of California (5.5 acres).

The primary use of the property identified has been for the storage of vehicles used for recreation, under Article VII, Section A, of the Trust, which states:

"...TRUSTEE shall have, in addition to all powers, rights and privileged provided by law for trustees, and all powers necessary to carry out the duties herein imposed on TRUSTEE, the further powers to grant, bargain, sell for cash or credit, convey exchange, lease for terms, either within or beyond the end of the trust, for any purpose...the Trust Estate or any part thereof in such a manner and such terms and conditions as the TRUSTEE deems advisable. In all such cases TRUSTEE shall have the sole discretion respecting such transactions..."

Per Article VII, Section A of the Trust, the GRF Board of Directors has the sole authority, over the use of Trust Property. Further, the GRF BOD must act in a manner which represents the mutual benefit of all members of GRF. As such, the BOD, in its authority, has deemed the best mutual use of the area identified as the 5.5 acres shall be for the general use of all GRF members, based upon available space, per the terms and conditions in the use of Trust Property, per the terms and conditions of the Lease Agreement attached (Exhibit A).

As the proposed lease agreement is considered an operational under Civ. Code §4340 and as provided for in Civil Code §4355(a), action by the BOD has been requested to adopt the proposed lease agreement and provide due notice per Civ. Code §4360(a).

The Board of Directors will make a final vote on this proposed operating rule change on May 30, 2017, after consideration of comments made by members. This process is recommended in accordance with the Davis-Stirling Act, Civil Code §4360.

I move to approve the proposed lease agreement between the GRF and individual members of the GRF for the use of the property commonly identified as the 5.5 acres, and post the lease per provisions of Civ. Code §4360(a).

LEASE AGREEMENT GRF AND GRF MEMBER

This Lease Agreement is made January 1, 2017, between Golden Rain Foundation, a California Corporation (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740, and:

NAME: _____

ADDRESS: _____
Seal Beach, Ca. 90740 (hereinafter referred to as "LESSEE")

I. OPENING CLAUSES

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

- a) GRF is the owner (In Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. LESSEE is willing to lease space _____ on these premises from GRF pursuant to the provisions stated in this Lease.
- b) The LESSEE wishes to lease the above portion of the premises for purposes of storing recreational vehicles, trailers and other vehicles.
- c) GRF and the LESSEE have examined the premises and are fully informed of its condition. LESSEE represents that, at the time of this Lease, the premises are in good order, repair, and in a safe and clean condition.

II. PREMISES

GRF leases to LESSEE and LESSEE leases from GRF (Space _____) located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California.

III. TERM

The term of this Lease shall be five (5) years commencing January 1, 2017 and ending December 31, 2021.

IV. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

- a) LESSEE shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of: [check one]
 - ☐ 20 foot or less space: \$120.00 a year
 - ☐ 21 foot to 30 foot space: \$180.00 a year
 - ☐ 31 foot and above: \$240.00 a year

The first year's payment is payable ten (10) days after the contract is signed by both parties and the LESSEE is invoiced. Payment shall thereafter be made within ten (10) days of invoice on the first day of each yearly term, commencing on the date the term commences and continuing during the term.

- b) Lot Access Devices (Clickers) and Trust property gate key
 - i. Each LESSEE shall receive one (1), lot access clicker and one (1) gate key for a \$50 deposit
 - ii. Upon end of term of lease and/or cancelation of the lease by the LESSEE, upon returning the clicker and key to GRF, LESSEE shall receive a refund within ten (10) days of the Deposit.
 - iii. Additional clicker and key (one allowed) will be provided for an additional \$50 deposit.
 - iv. Lost or damaged clickers or keys will be replaced for \$25, original deposit shall stand.
- c) All payments shall be paid to GRF at the address to which notices to GRF are given.
- d) GRF shall be responsible for all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item 2 above.
 - i. In the event the County of Orange or the State of California increases the real property tax amount, or levies a general or special assessment on the portion of the premises documented in Section II, that amount will be paid by GRF and the annual lease payment due under this Lease for the subsequent year will increase by the amount equal to Lessee's pro rata share of the increase or assessment.

V. LIMITATIONS ON USE

- a) LESSEE shall use the premises for the storage and service of recreational vehicles, trailers and other vehicles registered and in operable condition. All vehicles must be owned by a GRF Member in good standing per the terms and conditions of the Trust Agreement, GRF Bylaws, Policies and Mutual Occupancy Agreement and may not be delinquent on any assessments or fines verified by the Stock Transfer office. LESSEE must be the principle user of the vehicle. All stored equipment will be legally licensed, insured and have a current, registered GRF decal. No vehicles shall have a PNO (planned non-operation) status. No other uses may be made of these premises without the consent of GRF.
- b) Membership in the RV Club is not a requirement for being able to lease a space in the lot.
- c) LESSEE's use of the premises as provided in this Lease shall be in accordance with the following:
 - i. LESSEE shall not do, bring or keep anything in or about the premises that will

- cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
- ii. If the rate of any insurance carried by GRF is increased as a result of the LESSEE's use, LESSEE shall pay to GRF at least ten (10) days before the date GRF is obligated to pay a premium on the insurance within ten (10) days after GRF delivers to LESSEE a certified statement from GRF's insurance carrier stating that the rate increase was caused solely by an activity of LESSEE on the premises as permitted in this Lease, whichever date is later, the sum equal to the difference between the original premium and the increase in the premium.
- iii. LESSEE shall comply with all of the laws concerning the premises and LESSEE's use of the premises, including with limitation, the obligation at LESSEE's cost to alter, maintain or restore the premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the premises during the term.
- iv. In case GRF receives a mandate from the Environmental Protection Agency, or anycity, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste, the parties hereby agree to amend any and all terms of this Lease Agreement without any cancellation notice required.
- v. LESSEE shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property.
- vi. Security will provide stickers, which must be clearly posted on both ends of all vehicles parked on the premises. All vehicles owners must show proof of a valid GRF ID card, valid driver's license, liability insurance and vehicle registration (in GRF Member's name) to be eligible lease a space in the lot.
- vii. LESSEE is required to keep the area surrounding the premises clean and free of clutter and debris at all times. All materials must be stored within the space or in an approved storage shed. All trash is to be placed in trash containers. No debris shall be tossed on the ground.
- viii. No hazardous materials are to be disposed of in the RV Storage Lot or anywhere on the premises.
- ix. LESSEE is not permitted to conduct any commercial enterprise on the premises.
- x. Maximum of 2 spaces can be assigned to any LWSB address.
- xi. LESSEE shall not allow any vehicles to be washed on the premises, except in the GRF wash facility.
- xii. RV's and all stored vehicles must be driven or towed out of the storage lot at least once a year.
- xiii. No living or cooking in the premises is permitted at any time.
- xiv. Vehicles will be kept in good running order with no flat tires. Lessee shall have 30 days to repair, fix or remove vehicle in need of repair from the premises.
- xv. The premises is to be used for storage.
- xvi. Change of ownership on any vehicle does not guarantee a space in the premises. The new owner must request permission to enter into a new lease with GRF and he/she will move to the end of any waiting list.

VI. MAINTENANCE

LESSEE, at its cost, shall maintain in good condition, all portions of the premises, including without limitation, any personal property, and improvements of GRF currently located on the premises.

- a) LESSEE shall be liable for any damage to the premises resulting from the acts of omissions of LESSEE or its authorized representatives.
- b) GRF shall not have any responsibility to maintain the premises.
- c) LESSEE 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 of termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require LESSEE to remove any alteration that LESSEE has made to the premises. If GRF so elects, LESSEE, at its cost, shall restore the premises to the condition designated by GRF in its election before the last day of the term.
- d) If LESSEE makes any alterations to the premises as provided in this Section, the alterations shall not be commenced until seven (7) days after GRF has received written notice from LESSEE 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.

VII. MECHANIC'S LIENS

LESSEE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. LESSEE shall keep the premises, including improvements and land in which the premises are a part, free and clear of all mechanic's liens resulting from construction done by or for the LESSEE. LESSEE shall have the right to contest the correctness or the validity of any such lien, if immediately on demand by GRF, LESSEE procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

The bond shall meet the requirements of Civil Code Section 3143 shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

VIII. UTILITIES AND SERVICES

- a) LESSEE shall make all arrangements for and pay for all utilities and services furnished to or used by LESSEE, including without limitation, gas, electricity, sewer and telephone service, except for those utilities and services GRF is to furnish to the premises as set forth in the following paragraph.
- b) GRF shall furnish electricity, water and trash service for the premises.
- c) GRF shall not be liable for failure to furnish water to the premises when the failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take all reasonable steps to restore the interrupted water services.

IX. INDEMNITY AND EXCULPATION, INSURANCE

- a) GRF shall not be liable to LESSEE for any damages to LESSEE or LESSEE'S property

from any cause. LESSEE waives all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to LESSEE for damage resulting from the negligent acts or omissions of GRF or its authorized representatives.

- b) LESSEE shall indemnify, defend and hold GRF and its agents, authorized representative, directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney fees and costs arising out of any such damage.
- c) LESSEE shall pay the premiums for maintaining any insurance required by this Lease.
- d) Any LESSEE activity which requires special insurance not specifically mentioned herein will be maintained by LESSEE. Proof of such insurance shall be provided annually to GRF.

X. ASSIGNMENT

- a) LESSEE 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 person or entity to occupy or use all or any part of the premises, without first obtaining GRF's consent. Any assignment, encumbrance, or sublease with 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.
- b) No interest of LESSEE in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
 - i. If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which LESSEE is the bankrupt.
 - ii. If a writ of attachment or execution is levied on this Lease.
 - iii. If, in any proceeding or action in which LESSEE is a party, a Receiver is appointed with authority to take possession of the property.
- c) An involuntary assignment shall constitute a default by LESSEE and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of LESSEE.

XI. DEFAULT

- a) The occurrence of any of the following shall constitute a default by LESSEE:
 - i. Failure to pay monies when due;
 - ii. Abandonment and vacation of the premises for thirty (30) consecutive days;
 - iii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If a default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the 30-day

period and diligently and in good faith continues to cure the default.

- b) Notice, as given under this paragraph, shall specify the alleged default in the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the monies that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless GRF so elects in the Notice.
- c) GRF shall have the following remedies if LESSEE commits a default These remedies are not exclusive; they are cumulative in. addition to any remedies now or later allowed by law:
 - i. GRF can terminate LESSEE's rightful possession of the premises at any time with thirty (30) days' notice. No act by GRF, other than giving notice to LESSEE, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of LESSEE's right to possession. On termination. GRF has the right to recover from LESSEE:
 - 1. The worth, at the time of the award of the unpaid monies that had been earned at the time of termination of this Lease;
 - 2. The worth, at the time of the award of the amount by which the unpaid monies that would have been earned after the date of termination of this Lease, until the time of award exceeds the amount of the loss of monies that LESSEE proves could have been reasonably avoided;
 - 3. The worth, at the time of the award of the amount by which the unpaid monies for the balance of the term after the time of award exceeds the amount of the loss of monies that LESSEE provides could have been reasonably avoided: and
 - 4. Any other amount and court costs necessary to compensate GRF for all detriment proximately caused by LESSEE's default.
- d) GRF, at any time after LESSEE commits a default, can cure the default at LESSEE's cost. If GRF, at any time by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GRF shall be due immediately from LESSEE to GRF at the time the sum is paid and, if paid at a later date, shall bear interest at the rate of 5 percent (5%) per annum from the date the sum is paid.

XII. RIGHT OF ENTRY

GRF and its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes:

- a. GRF staff may perform a monthly check of the premises and vehicle conditions to determine whether the premises are in a good and safe condition and whether LESSEE is complying with its obligations under the Lease;
- b. To build, construct, and perform any necessary maintenance on a wall or fence which may be erected by GRF around the outside perimeter of the premises;
- c. To serve, post, or keep posted, any notices required or allowed under the provisions of this Lease; and

- d. To perform any necessary repairs, maintenance or to maintain water service as agreed by GRF hereinabove.

XIII. 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 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 in the introductory paragraph of this Lease. 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 paragraph.

XIV. WAIVER

- a) No delay or omission in the exercise of any right or remedy of GRF on any default by LESSEE shall impair such a right or remedy or be construed as a waiver.
- b) GRF's consent to, or approval of any act by LESSEE 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 LESSEE.
- c) Any waiver by GRF or 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 Lease.

XV. ATTORNEYS' FEES

If either Party commences an action against the other party arising out of, or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

XVI. MISCELLANEOUS

A.. Entire Agreement. This Lease Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Lease Agreement and supersedes all prior agreements or understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.

B. Construction. This Lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity,

without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.

C. Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this Lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease Agreement transmitted electronically shall have the same force and effect as original signatures.

D. Authority To Enter Agreement. This Lease Agreement is the result of arms-length negotiations. Each signatory to this Lease Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Lease Agreement.

GOLDEN RAIN FOUNDATION

LESSEE

By: _____
GRF President

By: _____

Date: _____

Date: _____



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

MEMO

TO: BOARD OF DIRECTORS
FROM: BOARD OF DIRECTORS
SUBJECT: TRUST PROPERTY USE LEASE, CONCEPTUAL APPROVAL WITH THE
 LEISURE WORLD TRAILER CLUB
DATE: APRIL 20, 2017
CC: FILE

Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California (5.5 acres).

The primary use of the property identified has been for the storage of vehicles used for recreation, under Article VII, Section A, of the Trust, which states:

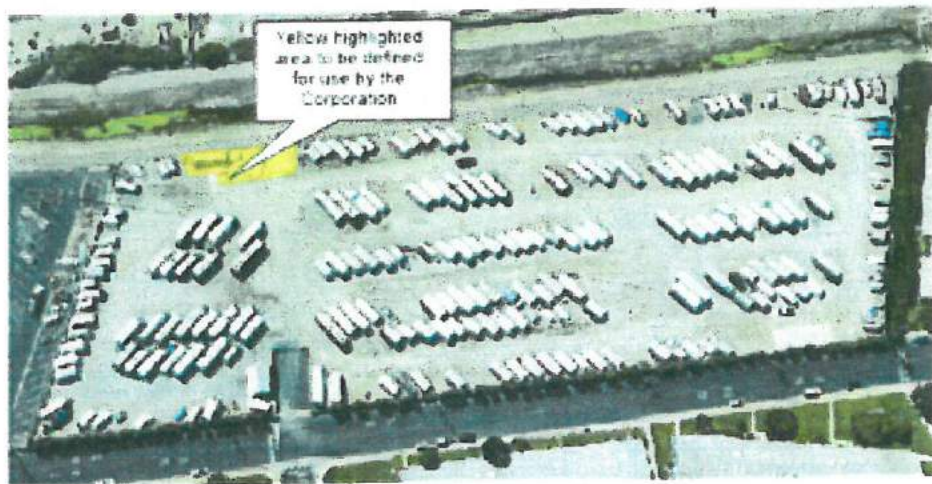
"...TRUSTEE shall have, in addition to all powers, rights and privileged provided by law for trustees, and all powers necessary to carry out the duties herein imposed on TRUSTEE, the further powers to grant, bargain, sell for cash or credit, convey exchange, lease for terms, either within or beyond the end of the trust, for any purpose...the Trust Estate or any part thereof in such a manner and such terms and conditions as the TRUSTEE deems advisable. In all such cases TRUSTEE shall have the sole discretion respecting such transactions..."

Per Article VII, Section A of the Trust, the GRF Board of Directors (BOD) has the sole authority, over the use Trust Property. Further the GRF BOD must act in a manner which represents the mutual benefit of all members of GRF. As such the BOD in its authority has deemed the best mutual use of the area identified as the 5.5 acres.

In as much as the 5.5 acres is used for the storage of vehicles used for recreation, the GRF BOD wishes to enter into a lease agreement between the Golden Rain Foundation and the Leisure World Trailer Club (CLUB) for use of space within the 5.5 acres of Trust property for the sole purpose of the Club's activities under terms and conditions of a lease agreement.

Terms of the proposed lease agreement between GRF and the Club shall include, but not be limited to:

- Trust Property allocated for use, tentatively, as identified below:



- Annual Fee - \$1.00
- General terms and use restrictions to be determined

The Board of Directors will make a final vote on this proposed operating rule change on June 27, 2017, after consideration of comments made by members. This process is recommended in accordance with the Davis-Stirling Act, Civil Code §4360.

I move to conceptually approve a lease agreement between the Golden Rain Foundation and the Leisure World Trailer Club, for the limited use of Trust Property to be identified within a section of the 5.5 acres of Trust Property, per terms and conditions to be determined in the amount of \$1.00 per year.



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: ARCHITECTURAL REVIEW DESIGN COMMITTEE (MW)
SUBJECT: GLOBE LIGHTING DESIGN
DATE: APRIL 12, 2017
CC: FILE

At its regularly scheduled meeting on April 11, 2017, the Committee discussed budget information for the installation of lighting for the Globe. Staff provided a cost estimate from the lighting architect, Fox and Fox Design as follows:

- Lighting design/plan \$2,000
- Installation of lighting (budget) \$10,000-\$20,000

After discussion on cost for the installation and design, the Committee unanimously concurred to request the Finance Committee review and approve the excess funds of \$2,000 from the refurbishment of the Globe to be used for this Lighting project.

At the regularly scheduled meeting on April 18, 2017, the Finance Committee reviewed available funding for this project and unanimously resolved to approve this allocation from the Globe Reserve Fund.

To approve the allocation from the Globe Reserve Fund, in the amount of \$2,000, to design and install lighting for the Globe.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

MEMO

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: REQUEST FOR NON-BUDGETED STAFFING, PARKING ENFORCEMENT
(POLICY 1927-37)
DATE: APRIL 18, 2017
CC: FILE

At the April 5, 2017 meeting of the Security Bus and Traffic Committee (SBTC), the Committee reviewed the limited actions taken by the Security Department in the enforcement of Policy 1927-37.

The SBTC noted that when the 2017 Budget was established, Policy 1927- 37 was still in the review stages, as such no funding allocations were made within the approved budget for the staffing required to fulfil enforcement of Policy 1927-37.

At the April 14, 2017 meeting of the Executive Committee (EC), the Committee reviewed the request of the SBTC for the clear and present need for non-budgeted additional staffing hours, within CC37, to perform required enforcement of Policy 1927-37. In support of this requested action, the SBTC ,as well as the EC noted that Mutuals are beginning to adopt similar policies, with a general expectation of GRF providing the required enforcement actions.

One of the most important jobs a Board has to do is to enforce the Policies. As GRF Board members, it is part of our duty to make sure all the Policies are followed by our fellow Shareholder/Members and the Board itself. Failure to do so can lead to chaos, confusion and ultimately a fundamental undermining of the Board authority.

Our Policies only work if they are administered fairly across the entire Trust Property. We, as the Board, can't selectively pick which rules to enforce and which ones not to follow. We must ensure that duly approved Policies are fairly applied to Trust Property as well as Mutual Property.

The EC deliberated on the SBTC request for an additional 80 hours per week and the retention of full time staff deactivated to parking policy enforcement. The Committee moved and

approved to recommend to the Board approval of non-budgeted labor hours within CC37 as follows:

- 2017 Budget - 35 weeks or a total of 2,800 hours
 - Estimated expense including labor burden
 - 2 dedicated, FTE's - \$63,000
- 2018 Budget - Annual addition of 4,160 hours
 - Estimated expense including labor burden
 - 2 dedicated, FTE's - \$93,600

I move to approve the addition of 2 Full Time staff members, within Cost Center 37, for the sole purpose of enforcement of Policy 1927-37 and similar Mutual parking policies.



Golden Rain Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: RESCIND POLICIES 2002-30, ADMINISTRATIVE ORGANIZATIONS; 2135-30, SECRETARIAL SERVICES – MINUTES; , 5103-30, COMMITTEE MEETINGS – BOARD MEMBERS' ATTENDANCE; 5441-30 EMERGENCY PLAN –STAFF, 5509-30, RENEWAL OF SERVICE AND MAINTENANCE CONTRACTS; 5602-30, VOICE ROLL CALL VOTE
DATE: APRIL 14, 2017
CC: FILE

At its meeting on April 14, 2017, the Executive Committee reviewed policies within their purview and moved to recommend that the Golden Rain Foundation (GRF) Board of Directors rescind the policies.

TO rescind Policies 2002-30, Administrative Organizations; 2135-30, Secretarial Services – Minutes; 5103-30, Committee Meetings – Board Members' Attendance; 5441-30 Emergency Plan –Staff, 5509-30, Renewal of Service and Maintenance Contracts; 5602-30, Voice Roll Call Vote, policies that are obsolete, redundant or a matter of law.

ADMINISTRATION

RESCIND, covered in By-laws &
Management Agreement

Administrative Organization

The Administrative organization is designed to provide adequate, competent staff to administer the policies of the Foundation.

The organization consists of the offices of the Executive Director and the Golden Rain Foundation Board of Directors, together with all Golden Rain Foundation departments.

The Director, Manager, and/or Supervisor of each department in accordance with Policy 5023, GRF Department Organizational Charts, is directly responsible to the Executive Director for the functioning of his/her department as a part of the management team. The management team concept ensures maximum efficiency and economy by close communication and cooperation between all departments.

Policy

Adopted: 17 Oct 72

Revised: 15 May 73

Revised: 21 Aug 73

Revised: 10 Feb 98 (effective April 1, 1998)

Revised: 10 Jun 98

Revised: 28 Oct 14

GOLDEN RAIN FOUNDATION
Seal Beach, California

ADMINISTRATION**COMMUNITY ADMINISTRATION****RESCIND**, covered in Management Agreement/regulation**Secretarial Services- Minutes**

Minute records of any board, organization or committee should meet the following criteria before being presented to the chairman or secretary of the board, organization or committee. The minute record is basically intended to be a record of actions taken, together with notations setting forth the subject matter of the discussions. The minutes should include the following details:

1. Name of organization, date, time, and place of meeting.
2. The call to order.
3. Attendance, including guests.
4. Action on the previous minutes.
5. Action items showing person making the motion, person seconding the motion, and the motion itself, and the result of the action.
6. The minute record should contain a statement of presentations made and the name of the presenter.
7. Topics discussed should be mentioned without the detailed discussion. If the organization desires, a synopsis of the discussion can be included.
8. Time of adjournment of meeting.
9. Signature of elected chairman or secretary, and the date the minutes were written.
10. Initials of elected secretary or chairman, and or recording secretary or transcriber, should be shown on the minute record.

Sample minute records can be obtained by contacting the Assistant to the President of the Golden Rain Foundation or the Assistant to the Executive Director.

Regulation

Approved: 02 Aug 72

Revised: 25 Feb 88

(Mar 10)

**Executive Director
Golden Rain Foundation**

ADMINISTRATION

COMMUNITY ADMINISTRATION

RESCIND, covered in Management
Agreement/regulation

Secretarial Services- Minutes

Revised: 02 Mar 10

(Mar 10)

GOLDEN RAIN OPERATIONS**COMMITTEE FUNCTIONS****RESCIND**, covered in By-laws**Committee Meetings – Board Members' Attendance**

Any Board member may attend any standing committee meeting as an observer in accordance with the provisions of Davis-Stirling Open Meeting Act, Civil Code §1363.05(k)(1).

This provision allows GRF Director non-members of standing committees as well as the Executive Committee to attend the meetings of standing committees strictly as 'observers' of said standing committee meeting. Non-member 'observers' are not to participate in any discussion or deliberation of topics or items being heard during said standing committee meeting.

An exception to the strict 'observer' condition, described in the above paragraph, may occasion when a Committee Chairperson invites a non-member GRF Director to a committee meeting for the purpose of assisting the committee in study and research of any project under the jurisdiction of the committee.

Care must be taken by the Chairperson to assure no more than nine (9) GRF Directors take an active (non-observer) part in committee meetings.

Policy

Adopted: 17 Nov 87
Amended: 21 May 96
Amended: 18 Sept 12

(Sept 12)

GOLDEN RAIN FOUNDATION
Seal Beach, California

GOLDEN RAIN OPERATIONS**GOVERNMENTAL RELATIONS****RESCIND**, obsolete**Emergency Plan - Staff**

In compliance with the basic emergency plan of the Foundation, as set forth in Policy 5440 and through a verbal agreement with the Los Alamitos Medical Center, the following staff regulation is published:

1. Los Alamitos Medical Center will provide emergency services to assist residents in any and all emergencies.

They may supplement the existing 24-hour medical services with other resident and nonresident staff members outside the regular operating hours of the Leisure World Health Care Center.

The Medical Director will cooperate and work with the nearest general hospital to provide emergency medical assistance when needed.

2. The Community Facilities Manager and Safety/Emergency Coordinator will cooperate with the City and other governmental emergency agencies to preserve, protect, and repair the property of the Foundation and the Mutual corporations in the event of any emergency.

The Safety/Emergency Coordinator will maintain an up-to-date list of resident and nonresident staff to be called in the event of an emergency occurring when the staff is not on duty.

3. The Los Alamitos Medical Center, Community Facilities Manager and Safety/Emergency Coordinator will contact the Executive Director to seek additional help when the nature of the emergency calls for more assistance than is at their disposal.

The Community Facilities Manager will provide all available staff, communication facilities, and transportation when requested by the representative of the governmental agency responsible for directing the emergency operation.

Regulation

Approved: 21 May 74
 Amended: 25 Mar 85
 Amended: 15 Aug 88
 Amended: 16 Mar 93
 Amended: 20 Apr 99

Executive Director**Golden Rain Foundation**

(May 96)

GOLDEN RAIN OPERATIONS**BOARD INTERNAL OPERATIONS****RESCIND, obsolete****Renewal of Service and Maintenance Contracts**

1. Upon receiving notice of a renewal of service or maintenance contract, all staff departments shall recommend to the proper committee action appropriate to the needs of the department.
2. If the annual cost of the maintenance contract is less than \$10,000, the recommendation for action to be taken will be made to the Administrator.
3. The Purchasing Supervisor is always available to department heads to assist in obtaining sources and prices for the service required.

Procedure

Approved: 21 Jun 77
Revised: 22 May 84
Revised: 13 Aug 85
Revised: 18 Nov 97
Revised: 14 Nov 07

**Executive Director
Golden Rain Foundation**

(Nov 07)

GOLDEN RAIN OPERATIONS**BOARD MEETINGS**

RESCIND, By-laws indicate Roberts
Rules of Order must be followed

Voice Roll Call Vote

1. Any director of the Golden Rain Foundation Board of Directors may make a motion to call for a voice roll call vote on any motion except for voting that is done for the purpose of board organization which is done by secret ballot.
2. The motion for a roll call vote takes precedence over the motion being voted on or to be voted on.
3. The presiding officer of the meeting shall order a voice roll call vote in the following instances:
 - a. When the presiding officer asks for objections, and there are no objections to the motion.
 - b. When there is objection to the motion, if at least 20% of the members present respond affirmatively that they join the director in the request for a voice roll call vote. This affirmative response may be done electronically or by a show of hands.

If there are 16 to 18 other directors present, 20% equals four directors. If there are 11 to 15 other directors present, 20% equals three directors. If there are nine to 10 other directors present, 20% equals two directors.
4. When the voice roll call vote is to be taken, the secretary will call the roll alphabetically, and "Ayes," "Nays," and "Present" (i.e. abstain) will be recorded for each director present.

Policy

Adopted: 15 Feb 72
Amended: 18 Oct 11
(Oct 11)

GOLDEN RAIN FOUNDATION
Seal Beach, California



Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: APPROVE MARCH FINANCIAL STATEMENTS
DATE: APRIL 25, 2017
CC: FILE

At the regular meeting of the Finance Committee on April 18, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the March 2017 Financial Statements for audit.

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

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

Financial Recap – March 2017

As of the three-month period ended March 2017, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$317,171.

Major variances are:

Salaries & Wages	93,579	Vacancies of key positions in Phys Prop. & Service Maintenance.
Employment Taxes & Benefits	77,154	P/R Taxes \$35K; Workers' Comp \$10K; Group Ins \$32K;
Temporary Agency Fees	(19,589)	Temps used to fill key vacant positions
Supplies	30,621	Less expenditures than budget
Facilities Maintenance	21,215	Overall low YTD maintenance expenses
SRO Labor Cost Recovery	47,933	Excess labor recovery over budget

Reserve Funds	Fund Balance	Allocated For 2017 Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$8,971,852	\$1,895,529	\$7,076,323	9

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$1,171,953	\$565,853	\$606,100	11

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
1122000	Cash & cash equivalents	348,437	
	Non-Restricted Funds	71,262	
	Receivables	579,003	
	Prepaid expenses	312,695	
	Inventory of maintenance supplies	<u>375,089</u>	
	Total Current Assets		1,686,486
	Designated deposits		
1211000	Contingency Operating Fund	500,000	
	Reserve Fund	8,971,852	
1212500	Capital Improvement Fund-GRF	1,171,953	
1213000	Liability Deductible & Hazard Fund	<u>204,003</u>	
	Total designated deposits		10,847,808
	Notes Receivable		
1411000	Notes Receivable	<u>30,357</u>	
	Total Notes Receivable		30,357
	Fixed Assets		
	Land, Building, Furniture & Equipment	33,651,928	
	Less: Accumulated Dep'n	<u>(22,318,463)</u>	
	Net Fixed Assets		11,333,465
	Other Assets		
	Premium on Municipal Bonds		<u>9,818</u>
	Total Assets		<u><u>23,907,934</u></u>

P.O. Box 2069
Seal Beach CA 90740

Description		
Liabilities & Equity		
Current Liabilities:		
Accounts payable	576,241	
Project Commitments	849,770	
Accrued payroll & payroll taxes	451,710	
Accrued expenses	215,687	
Accrued property taxes	125,354	
Total Current Liabilities	2,218,761	
Total Liabilities		2,218,761
Equity		
Mutuals' Beneficial Interest		
3211000 Contingency Operating Reserve Equity	500,000	
3212000 Reserve Equity	8,171,864	
3394000 Capital Fund Equity	1,122,170	
3310000 Beneficial Interest in Trust	7,729,430	
Total Mutuals' Beneficial Interest		17,523,465
Membership interest		
Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800	
Additional paid-in-capital	4,867,355	
Total Paid-in-Capital		6,477,155
Excess Income		
Current Year	(4,003)	
Total Excess Income		(4,003)
3920000 Dep'n & Amortization		(2,307,443)
Net Stockholders' Equity		21,689,173
Total Liabilities & Stockholders' Equity		23,907,934

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

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 2/28/2017	500,000	8,611,175	1,104,312	204,003	478,415	10,897,905
Funded: Assessments		95,833				95,833
Funded: Membership Fees collected (77)		100,278	100,278			200,555
Funded: M17 Lease Fees collected (3)		435	435			870
Funded: Interest on Funds		2,937				2,937
Progress Payments on CIP						-
Expenditures		(164,257)	(33,072)			(197,329)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Disbursement to Mutuals						-
2016 Excess Income		325,451			(325,451)	-
Transfers between funds						-
Interest Income Allocation						-
Net Monthly Activity					(81,702)	(81,702)
Balance 3/31/2017	500,000	8,971,852	1,171,953	204,003	71,262	10,919,070
Net Activity	-	360,677	67,641	-	(407,153)	21,164

P55

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

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	419,699	766,115	(346,416)
Current Assets	12,534,294	12,426,068	108,226
Current Liabilities	2,218,761	2,397,445	(178,684)
Current Ratio	5.65	5.18	
Designated Deposits:	10,847,808	10,419,490	428,318
Reserve 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	1,393,503	1,323,486	70,017	5.29
Expense	1,296,326	1,339,462	43,136	3.22
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	97,177	(15,976)	113,153	
Year To Date	Actual	Budget	Variance	%
Income	3,896,853	3,826,485	70,368	1.84
Expense	3,647,912	3,894,714	246,802	6.34
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	248,941	(68,229)	317,170	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2017
151.10	152.19	161.92

2017 Reserve Expenditures

Cost Center	Description	2017	Prior	Current	Other	Total	Prior	YTD EXPENDITURES			TTD	2017
		Reserve Study	Approved	Approved	Adjustments	Projects	Expenditures	Jan-Feb	Mar	Total	Expenditures	Allocated Funds
30	Replacement of AC Unit - Admin. Building (774-16) (Completed as 3/13/17)	-	6,200	-	-	6,200	5,580	620	-	620	6,200	-
30	Administration Building First Floor Improvement- Finance & Stock transfer (809-17)	-	-	92,151	-	92,151	-	-	-	-	-	92,151
34	St. Andrews & North Gate Server Replacements (Incl. 10% contingency) (2016 RS not started)	-	3,300	-	-	3,300	-	-	-	-	-	3,300
35	Replace Interior Light Fixtures (2016 RS not started)	-	3,584	-	-	3,584	-	-	-	-	-	3,584
37	Replace Lighting Signage (2016 RS not started)	-	20,478	-	-	20,478	-	-	-	-	-	20,478
48	Paint Exterior Flatwork (2016 RS not started)	-	4,505	-	-	4,505	-	-	-	-	-	4,505
48	Replace Water Storage Tanks (2016 RS not started)	-	12,287	-	-	12,287	-	-	-	-	-	12,287
48	Replace Solar Panels (2016 RS not started)	-	28,055	-	-	28,055	-	-	-	-	-	28,055
52	Sewer Pump Replacement (776-16)	-	125,562	-	-	125,562	31,669	-	73,893	73,893	105,562	20,000
52	Clubhouse Upgrades	400,000	-	-	-	-	-	-	-	-	-	-
53	Paint Wood Siding & Trim (2016 RS not started)	-	14,130	-	-	14,130	-	-	-	-	-	14,130
53	Paint Interior Flatwork (2016 RS not started)	-	25,393	-	-	25,393	-	-	-	-	-	25,393
54	Replace New Water Heater (2016 RS not started)	-	4,352	-	-	4,352	-	-	-	-	-	4,352
54	Clubhouse Upgrades (773-16)	-	198,703	-	-	198,703	46,548	17,710	88,711	106,421	152,969	45,734
56	Paint Exterior Flatwork (2016 RS not started)	-	3,840	-	-	3,840	-	-	-	-	-	3,840
56	Replace heat pump #1 (779-16) (Completed as 3/13/17)	-	10,239	-	-	10,239	-	-	-	-	-	10,239
56	Concrete replacement- West end alongside ambulance driver office (808-17)	-	6,375	8,000	-	6,375	6,088	288	-	288	6,375	-
74	Paint Exterior Flatwork (2016 RS not started)	-	11,724	-	-	11,724	-	-	-	-	-	8,000
74	Replacement of Wood Shop equipment & Electrical panel (799-16)	-	42,000	-	-	42,000	12,639	13,107	323	13,430	26,089	15,931
74	Storage Improvements- work benches, storage racks, cabinets	-	-	15,000	-	15,000	-	-	-	-	-	15,000
79	Repair Concrete and Wood Shoreline at Pond (2016 RS not started)	-	2,560	-	-	2,560	-	-	-	-	-	2,560
79	Refurbish Golf Course Greens (2016 RS not started)	-	10,239	-	-	10,239	-	-	-	-	-	10,239
79	Community Landscape Remodel (2016 RS not started)	-	10,239	-	-	10,239	-	-	-	-	-	10,239
79	Community Concrete Flatwork (2016 RS not started)	-	25,598	-	-	25,598	-	-	-	-	-	25,598
79	Community Asphalt Seal Coat- Parking Lots (2016 RS not started)	-	38,038	-	-	38,038	-	-	-	-	-	38,038
79	Community Asphalt Seal Coat-Street Phase 4 (2016 RS not started)	-	51,195	-	-	51,195	-	-	-	-	-	51,195
79	Main Gate Beautification - Globe (730-15B)	-	163,270	-	-	163,270	163,270	-	-	-	163,270	-
79	Globe - Replacement of Concretes (730-15B)	-	201,000	-	-	201,000	155,387	-	1,330	1,330	156,717	44,263
79	Perimeter wall sections B (591-01B-B) (Completed as 1/12/17)	-	350,000	-	(194,247)	155,753	155,753	-	-	-	155,753	-
79	Perimeter wall sections A (591-01B-A) (Completed as 1/12/17)	-	494,000	-	(15,770)	478,230	478,230	-	-	-	478,230	-
79	Perimeter wall sections J & K (591-01B-JK)	-	542,289	-	107,711	650,000	78,323	-	-	-	78,323	571,677
79	St. Andrews Gate Improvements (723-14)	-	50,000	-	-	50,000	9,978	-	-	-	9,978	40,023
79	Perimeter wall sections L & M (591-01B-LM)	-	900,000	-	-	900,000	628,042	108,983	-	108,983	737,025	162,975
79	Landscape Replacement- Admin./HCC Palm Island, J Island, Pump Island (794-16) (Completed as 3/13/17)	-	10,249	-	395	10,644	-	10,644	-	10,644	10,644	-
79	Street Paving Project- Phase one (Cedar Crest, Knollwood, Fairfield/Prestwick, Shawnee...)	600,000	600,000	-	-	600,000	-	-	-	-	-	600,000
79	Main Gate Entrance	300,000	-	-	-	-	-	-	-	-	-	-
Total Planned Reserve Expenditures		1,300,000	3,969,404	115,151	(101,910)	3,982,644	1,771,507	151,351	164,257	315,608	2,087,115	1,895,529

PS7

2017 Capital Plan

Center	Description	Prior Approved	2017 Budget	Additional Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD Expenditures	Allocated Funds
								Jan-Feb	Mar	Total		
32	Barcode label printer	1,000				1,000	-	-	-	-	-	1,000
32	Purchasing Office Improvements (805-17)	-		20,600		20,600	-	1,702	4,696	6,397	6,397	14,203
34	CH4 Technology Enhancements (773-161)	44,000				44,000	-	8,270	2,781	11,050	11,050	32,950
34	Axxerion/Jenark System (5000-14J-A)	250,017				250,017	240,661	2,588	263	2,850	243,511	6,506
34	Surveillance Cameras	13,000				13,000	63	-	-	-	63	12,937
34	Visual Display Solutions	22,000				22,000	-	-	-	-	-	22,000
37	Sound Proofing Panels @ Main Gate Lobby	2,000				2,000	-	-	-	-	-	2,000
51	Dust Extraction Units	-		1,000		1,000	-	-	-	-	-	1,000
52	Dust Extraction Units	-		1,000		1,000	-	-	-	-	-	1,000
52	Develop redesign CH2 Outdoor Multi-Use Area (785-16)	13,750				13,750	-	-	-	-	-	13,750
52	Clubhouse Interior Improvements	-	250,000			250,000	-	-	-	-	-	250,000
52	Clubhouse Griddle Electrical Upgrade (812-17)	-		7,000		7,000	-	-	-	-	-	7,000
54	Clubhouse Upgrades (773-16)	22,150				22,150	4,189	14,236	33	14,269	18,458	3,692
55	Building 5 first floor remodel (765-16)	1,600				1,600	650	-	-	-	650	950
55	Conference Room B Remodel (772-16)	39,058				39,058	39,058	-	-	-	39,058	-
55	Relocate Recreation Offices	-	30,000			30,000	-	-	-	-	-	30,000
55	Add Purchasing Sales Center	-	25,000			25,000	-	-	-	-	-	25,000
56	Install Air Walls	-	25,000		(5,000)	20,000	-	-	-	-	-	20,000
79	Landscape CH3 Library Patio	6,000				6,000	-	-	-	-	-	6,000
79	Resales Office Remodel (725-14) (Completed as 3/13/17)	70,000			(14,177)	55,823	54,652	1,171	-	1,171	55,823	-
79	Pedestrian Gate at Northwood Road	28,143				28,143	-	-	-	-	-	28,143
79	Main Gate Landscape Architect (790-16)	8,000				8,000	-	-	-	-	-	8,000
79	Sidewalk addition at Medical Center Building to Conference RM B (784-16) (Completed as 3/13/17)	30,000			(550)	29,450	24,525	4,925	-	4,925	29,450	-
79	Red Curb Review Study (795-16)	9,720				9,720	-	-	-	-	-	9,720
79	Nassau Drive Landscaping (797-16) (Completed as 3/13/17)	6,450				6,450	-	6,450	-	6,450	6,450	-
79	Landscape Replacement- South Side Hill at Amphitheater/ HCC (795-16) (Completed as 3/13/17)	3,206			74	3,280	-	3,280	-	3,280	3,280	-
79	Concrete Replacement and Landscaping at South end of Building 5 (793-16)	16,500				16,500	14,500	1,197	-	1,197	15,697	803
79	Upgrade 1.8 acres for Rolling Thunder Golf Cart Club (806-17)	-		19,200		19,200	-	-	787	787	787	18,413
79	Conduct Traffic Control Evaluation at Oakmont/St. Andrews & Interlachen/St. Andrews (807-17)	-		2,200		2,200	-	-	-	-	-	2,200
79	Install Physio-Control LIFEPAK CR & Automated External Defibrillators	-		28,000		28,000	-	-	24,513	24,513	24,513	3,487
79	Add railings and stairs to Post Office	-	-	10,100		10,100	-	-	-	-	-	10,100
79	Replace back up generator for Server, phone, radio	-		35,000		35,000	-	-	-	-	-	35,000
Total Planned Capital Acquisitions		586,594	330,000	124,100	(19,653)	1,021,041	378,298	43,818	33,072	76,889	455,187	565,853



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: CLOSURE OF BNY MELLON ACCOUNTS
DATE: APRIL 25, 2017
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 18, 2017, the members discussed the investment portfolio held at BNY Mellon. As of March 1, 2017, there are no municipal bonds contained in the portfolio. Remaining in the portfolio are two GNMA bonds maturing in six and ten years and a Money Market account.

The annual income generated from the remaining investment portfolio is less than the annual amortization on the remaining GNMA bonds and service charge to maintain the portfolio. The committee passed a motion to recommend to the Board the closure of the BNY Mellon investment account and to transfer the funds to US Bank where the funds are fully insured.

I move to authorize the Finance Department to instruct BNY Mellon to close the GRF investment account by selling the two GNMA bonds and transferring the proceeds, plus the balance of the money market account, to US Bank.

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: CDAR PURCHASE
DATE: APRIL 25, 2017
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 18, 2017, the members discussed the liquid funds held in various financial institutions and noted the balances in some of the financial institutions exceed the FDIC insurance limits and therefore are not in compliance with Policy 5520-31 – Reserves.

Based on the amount of liquid reserve funds versus total reserve commitments, the Committee passed a motion to recommend to the Board to invest \$490,000 from the First Foundation Bank Money Market Reserve account, along with \$510,000 from the US Bank Money Market Reserve account, in two 52-week \$500,000 CDARs, which will be fully insured by the FDIC. Remaining liquid reserve funds will be sufficient to fulfill current and future commitments.

I move to use \$490,000 from First Foundation Bank Money Market Reserves and \$510,000 from US Bank Money Market Reserves to purchase two \$500,000 52-week CDARs @ .45% to continue the investment ladder.

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: SRO LABOR RATE INCREASE
DATE: APRIL 25, 2017
CC: FILE

In order to appropriately recover expenses relating to services provided by the Service Maintenance department to the Mutual Corporations and to shareholders throughout the community, it has become necessary to increase the labor rate charged for these services.

At the regularly scheduled meeting of the Finance Committee on April 18, 2017, the members discussed the proposed billing labor rate increases:

	Straight Time Rate		Increase	Overtime Rate		Increase
	From	To		From	To	
Rate/Hr.	\$ 40.00	\$ 42.00	\$ 2.00	\$ 60.00	\$ 63.00	\$ 3.00
Rate/Min.	\$ 0.67	\$ 0.70	\$ 0.03	\$ 1.00	\$ 1.05	\$ 0.05

Based on the 2017 budget assumptions for estimated annual billable straight time and overtime hours, the following table shows the estimated annual increase in labor recovery resulting from the recommended increase in billing rates:

Labor-Straight	Labor-OT	Labor Total	
1,468,970	73,287	1,542,256	SRO Recovery @ \$42/hr. (New Rate)
1,406,014	69,797	1,475,811	SRO Recovery @ \$40/hr. (Current Rate)
62,956	3,490	66,445	Additional Labor Recovery

After a discussion, the committee passed a motion to recommend the GRF Board of Directors approve the proposed billing labor rate increases.

I move to approve an increase to the labor recovery billing rate from \$40 per hour (\$0.67 per minute) to \$42 per hour (\$0.70 per minute) for straight time and from \$60.00 per hour (\$1.00 per minute) to \$63 per hour (\$1.05 per minute) for overtime, effective May 1, 2017.

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Golden Rain Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: AMEND POLICIES 2230-31, AUTHORIZED SIGNATORIES; 3321.01-31, BASIC PURCHASING PROCEDURE AND RESPONSIBILITY, 3323-31, DISPOSITION OF SURPLUS EQUIPMENT; 5523-31, ACCOUNTS RECEIVABLE COLLECTIONS; 5516-31, COMMITTEE NON-BUDGETED EXPENSES; 5520-31, RESERVES; 5330-31, CAPITAL PROJECT INITIATION
DATE: APRIL 18, 2017
CC: FILE

At its meeting on April 18, 2017, the Finance Committee reviewed policies within their purview and moved to recommend that the Golden Rain Foundation (GRF) Board of Directors (BOD) amend the policies.

I move to amend Policies 2230-31, Authorized Signatories; 3321.01-31, Basic Purchasing Procedure and Responsibility, 3323-31, Disposition of Surplus Equipment; 5523-31, Accounts Receivable Collections; 5516-31, Committee Non-budgeted Expenses; 5520-31, Reserves; and 5330-31, Capital Project Initiation.



Golden Rain Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: AMEND POLICIES 2230-31, AUTHORIZED SIGNATORIES; 3321.01-31, BASIC PURCHASING PROCEDURE AND RESPONSIBILITY, 3323-31, DISPOSITION OF SURPLUS EQUIPMENT; 5523-31, ACCOUNTS RECEIVABLE COLLECTIONS; 5516-31, COMMITTEE NON-BUDGETED EXPENSES; 5520-31, RESERVES; 5330-31, CAPITAL PROJECT INITIATION
DATE: APRIL 18, 2017
CC: FILE

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I move to amend Policies 2230-31, Authorized Signatories; 3321.01-31, Basic Purchasing Procedure and Responsibility, 3323-31, Disposition of Surplus Equipment; 5523-31, Accounts Receivable Collections; 5516-31, Committee Non-budgeted Expenses; 5520-31, Reserves; and 5330-31, Capital Project Initiation.

ACCOUNTING**FISCAL AND ACCOUNTING SERVICES****Authorized Signatories**

The Golden Rain Foundation (GRF) maintains Demand Deposit (Checking) accounts with banks from which funds are drawn.

Pursuant to the GRF By-Laws, Article IX, Finance, Section 3, Moneys and Funds, the Board of Directors hereby designates specific individuals as authorized signatories on all disbursements and checks for payment of money in the name of the Golden Rain Foundation: Corporate Officers, which include (unless otherwise stated) the President, Vice President, Corporate Secretary, and Treasurer. The **Director of Finance** ~~Controller~~ is an authorized signatory on accounts as specified.

For payments up to \$10,000, one signature is required. For payments **over \$10,000** ~~of \$10,001 and more~~, two signatures are required.

- General Operating Accounts/Non-Restricted Reserve Accounts
- ~~Escrow Impound Accounts~~
- Debit Cash Accounts

Restricted Reserve Accounts require two signatures regardless of the amount.

The ~~Controller~~ **Director of Finance** is authorized to sign payroll checks in the amount not to exceed \$5,000. The ~~Controller~~ **Director of Finance** and another authorized signatory must sign payroll checks **over \$5,000** ~~\$5,001 and above~~. If the ~~Controller~~ **Director of Finance** is unavailable, two Corporate Officers shall sign payroll checks.

These are all the current GRF checking accounts.

- | | |
|--------------------|-----------------|
| 1) General Account | Operating funds |
| 2) Debit Card | Operating funds |
| 3) Reserve | Reserve funds |
| 4) Payroll | Payroll funds |

Policy:

Adopted: 20 Mar 12

Amended: 23 Jul 13

Amended:

GOLDEN RAIN FOUNDATION
Seal Beach, California

STAFF OPERATIONS**ACCOUNTING****Basic Purchasing Procedures and Responsibility**

1. ~~It is the function of the Purchasing Division to observe the source of and the authority for a purchase requisition and to clear any questions or uncertainties before arranging for the purchase. Materials in tight supply may require a conference with the department head in order to consider ordering larger than usual quantities, while weakening price structures may warrant a less than normal supply. The cash position of the Foundation, storage facilities, and other factors may need to be weighed by the Purchasing Supervisor in analyzing purchase requisitions. After reaching a decision to make the purchase and having determined the source of supply offering the desired quality, availability, and quantity of the lowest cost, the normal procedure is to prepare a formal purchase order. Whenever capital equipment is being purchased, the property number should be assigned (from property control cards) and placed after each item. The purchase order must be accounted for in numerical sequence; therefore, voided copies should be retained, and a purchase order log should be maintained in numerical sequence accounting for all purchase orders.~~

~~The purchase order, signed by the Purchasing Supervisor, is a written authorization to a vendor to supply specified quantities of described goods at agreed terms and at a designated time and place. As a matter of record and for accounting control, a purchase order should be issued for every purchase of material, service or equipment whether the purchase has been made by mail, telephone, salesman or by any other means. An exception to this is a consumption item with a value less than \$75 which may be purchased by the department head. When the department head purchases an item under \$75 without the use of a purchase requisition and purchase order, it will be the responsibility of the department head to sign the invoice for payment only after confirming receipt of item purchased. It will also be the department head's responsibility to make sure the invoice is paid only once. This will require some small record keeping process in the department area. Where a purchase commitment is made by telephone or in an interview with a sales representative, the purchase order serves as a confirmation to the vendor and places the required documents in the hands of those concerned in our company. Words to this effect should be placed on the purchase order.~~

A purchase order is not necessary for the following items:

Exclusions

~~Credit Cards~~ _____
 Dance Bands
 Insurance Invoices
 Postage
 Reimbursements
 Travel and Expense Reports
 Utilities

Options*

Continuing Education Dues
 Memberships, Books and Subscriptions
 Service Contracts

STAFF OPERATIONS**ACCOUNTING****Basic Purchasing Procedures and Responsibility**

1. ~~Unauthorized purchases will become the responsibility of the department head from which the order originated.~~
2. During extreme emergencies **or extenuating circumstances**, an order may be placed by a department head and all purchase commitments must be confirmed by a written purchase requisition within 24 hours.
3. All contact with vendor shall be done through Purchasing which shall, in turn, refer them to the using department if necessary. This will free the departments to perform their own functions and also limit unauthorized personnel throughout the project.
4. ~~Evaluation reports will be requested from the using departments for the purpose of standardization.~~
5. Purchasing **staff** ~~with the cooperation of the Storekeeper/Buyer~~ shall be responsible for the return of merchandise for credit.
6. ~~Purchasing shall be responsible for negotiating all contracts for equipment, capital equipment, printing, etc. Usage rates shall be provided to Purchasing upon request.~~
7. ~~Competitive bids shall be obtained on services which exceed \$200, in addition to informal telephone bids under this amount.~~
8. ~~Prices are to remain confidential; they should not be disseminated nor should they be used as a lever for bargaining.~~
9. The practice of "free merchandising" ~~by the sales representative is to be discouraged; price reduction or notation of "bonus merchandise" on the face of the invoice is to be encouraged instead.~~

Policy:

Approved: 16 Nov 82

Revised: 01 Mar 85

Revised: 15 Sep 86

Amended:

Golden Rain Foundation
Seal Beach, California

STAFF OPERATIONS**PURCHASING DEPARTMENT****Disposition of Surplus Equipment**

All surplus property and equipment which has come to the end of its useful life to the community is to be disposed of in such a manner as to yield a maximum financial return to the Golden Rain Foundation (GRF). GRF Foundation/Mutual surplus equipment may not be sold, traded-in, salvaged, scrapped, donated or otherwise disposed of without prior approval from the Finance Committee and will be executed at the lowest possible cost. In keeping with this policy, the following steps will be considered due diligence for disposal of surplus property:

Initiation of Disposal Process:

When a Mutual or Foundation GRF department seeks to declare property as surplus, the Purchasing Supervisor Manager will be advised of intent to transfer surplus property to the warehouse for the removal process via Equipment Transfer/Disposition of Equipment form sent via email. In turn, the Purchasing Supervisor Manager will then initiate and execute the steps outlined below for removal.

Disposal by Internal Transfer:

For GRF properties priority will be given to internal re-circulation of properties in an attempt to repurpose surplus items. The Purchasing Supervisor Manager will communicate via email to department heads notification of property available on a first come, first serve basis. If there is no call for repurposing, the Purchasing Supervisor Manager will present a list of the items received as surplus, along with an assessment of fair market value, to the Finance Committee for review and approval.

Disposal by Sale to Shareholders:

GRF and Mutual property deemed to have a resale value, will be sold on a first come, first serve basis at the approved set price or open for best offer. Items will be sold "as is" for pickup. Notification of items for sale will be done through the classified section of the ~~Golden Rain News~~ LW Weekly for the period of at least one week. Mutual items that cannot be sold internally will be reported back to the mutual contact for further disposition. If no further disposition is received from the Mutual contact after 7 days items will continue through the following steps with any remaining GRF items.

Disposal by Donation:

GRF Items that cannot be sold internally may be donated to non-profit organizations.

STAFF OPERATIONS**PURCHASING DEPARTMENT****Disposition of Surplus Equipment****Disposal as Waste:**

GRF Items that cannot be sold or donated will be discarded through the Golden Rain Foundation's normal scrap, recycle or waste removal process.

Final Reporting:

Final disposition of all disposed items will be reported back to the Finance Committee by the Purchasing **Manager** ~~Supervisor~~. Mutuals will be credited for items sold on their behalf where appropriate.

Policy

Adopted: 16 Dec 69
Amended: 15 Sept 86
Amended: 22 Jul 14
Amended:

**Golden Rain Foundation
Seal Beach, California**

GOLDEN RAIN OPERATIONS**BOARD INTERNAL OPERATIONS****Accounts Receivable Collections**

1. All accounts receivable over thirty days past due will be reviewed ~~reported quarterly~~ **monthly** and reported by the ~~Controller~~ **Director of Finance** to the Finance Committee, ~~President of the Foundation and the Administrator.~~
2. Copies of the **LW Weekly advertising Newspaper** accounts receivable will be furnished to the ~~Publications~~ **Communications and Finance** Committees.
3. Past due accounts receivable of less than \$25 may be disposed of by the ~~Controller~~ **Director of Finance** and a report made to the Finance **and Communications** Committees.
4. Collection recommendations that need Board **of Directors** or Committee action will be made **presented** by the ~~Controller~~ **Director of Finance** ~~through the Finance Committee.~~
5. A charge of **\$25** will be levied on checks that are returned unpaid by the bank.

Policy

Adopted: 20 Jul 71
Amended: 18 Feb 75
Amended: 18 Jun 85
Amended:

GOLDEN RAIN FOUNDATION
Seal Beach, California

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Committee Non-Budgeted Expenses

Operations of the **Golden Rain Foundation (GRF)** are based upon the approved budget. However, various needs of the **Foundation GRF** may necessitate unexpected and unplanned expenditures: i.e. non-budgeted expense.

Approval of ~~unanticipated~~ **non-budgeted** expenditures ~~not previously included in the approved budget~~ shall be limited to the following:

Committees

Standing committees of the **Foundation GRF** may authorize non-budgeted expenses to an amount not to exceed \$1,000 ~~per fiscal year~~ by majority vote of the Committee and duly noted within the Committee meeting minutes.

In the Committee's review and deliberation of any non-budgeted expense, the following line of questions shall be incorporated into the decision making process:

1. Based upon the approved budget for the cost center, can the **GRF Foundation** afford to authorize this non-budgeted expense?
2. Can the **GRF Foundation** afford not to? (Risk mitigation or Safety)
3. ~~If the Foundation proceeds, will it necessitate an adjustment from another cost center under Committee purview?~~
4. Does the nature of the request represent the best use of **GRF Foundation** funds?
5. Is the funding request in the best interests of a majority of the **Members** shareholders?

~~Upon approval of a non-budgeted expense, the committee chairperson or designated representative is to provide notice to the Controller, Executive Director, and the Board with the amount approved with a description of the non-budgeted expense.~~

Non-budgeted expenses greater than \$1,000 but less than \$2,500 require Finance Committee review and approval if funds are available. **Request for non-budgeted funding must include justification.**

Non-budgeted expenses greater than \$2,500 require Finance Committee review if funds are available, and approval by the **GRF BOD Golden Rain Foundation Board of Directors**. **Request for non-budgeted funding must include justification.**

(Apr 14)

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Committee Non-Budgeted Expenses

Subcommittees and/or Ad Hoc Committees

Subcommittees and/or Ad Hoc Committees have no authority; all requests for a non-budget expenses are required to be approved by the GRF BOD or the standing Committee that recommended the Ad Hoc Committees formation.

Policy
Adopted: 22 Apr 14

GOLDEN RAIN FOUNDATION
Seal Beach, California

(Apr 14)

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Reserves

1. RESERVE FUNDS

Reserve funds are monies that the Golden Rain Foundation (GRF) has collected to defray future maintenance, replacement or repair (MRR) of major component/assets that the GRF is required to maintain in accordance with California Civil Codes.

2. USE OF RESERVE FUNDS

Reserve funds may not be used for expenses that are not included in the list of component/assets contained within the a reserve study. If a major component/asset that meets the description as noted in section four (4) is in need of MRR, it may be included into the study with an adjustment to the funding plan by a majority vote of the Board of Directors (BOD) at a duly noticed meeting, open to all ~~shareholder/~~ members.

3. ASSETS

For the purpose of preparation and maintaining the GRF reserve study, a Trust asset shall be defined as: an item or items that have a value or an aggregate value of \$2,500 and a minimum life expectancy of three (3) years.

4. COMPONENT

For the purpose of preparation and maintaining the GRF reserve study, a component shall be defined as: an item or items with an estimated **remaining** service life of thirty (30) or more years. Such identified components shall be included in the reserve study as a Trust capital asset and disregarded in the reserve calculations.

5. RESERVE STUDY

- 5.1. The GRF is required to prepare a reserve study at least once every three (3) years based upon a diligent visual inspection of the accessible areas of the component/ assets.
- 5.2. The BOD is required to review the reserve study as part of the annual budgeting process and determine whether ~~intervening~~ events over the past year warrant adjustment of the reserve funding.
- 5.3. Reserve funds set aside for a particular line item in the study need not be restricted to expenditures on that line item alone, but rather the aggregate

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Reserves

of all reserve funds may be used for the aggregate of all reserve expenses at a particular time.

- 5.4. Reserve funds should not be used for expenses not included in the list of component/assets in the reserve study. If a major (over \$5,000) component/asset is in need of MRR, a majority vote of the BOD at a duly noticed meeting, may include the component/asset into the study with an adjustment to the funding plan.
- 5.5. Reserve funds may be transferred to the operating account to meet short-term cash flow requirements or to cover other expenses by a majority vote of the BOD. The BOD must fulfill the following procedural requirements before transferring any funds:
 - 5.5.1. The BOD must provide no less than four (4) days written notice to the shareholder/members of the intent to consider a transfer;
 - 5.5.2. The options for repayment in accordance with Civil Code 5515; and
 - 5.5.3. Upon approval, the minutes of the meeting must reflect the amount, reason for the transfer, and describe when and how the funds will be repaid to the reserve account.
- 5.6. Repayment of transferred funds contingent upon Section 5.4 (5)-(4):
 - 5.6.1. Funds transferred from the reserve account must be restored to the reserve account within one (1) year of the date of the initial transfer.
- 5.7. Reserves funds may be transferred for litigation purposes provided that:
 - 5.7.1. Such transfer is in full compliance with Civil Code 5515; and
 - 5.7.2. The GRF must notify the shareholder/members of the decision to the transfer and the availability of an accounting of expenses. The accounting need not be sent to all shareholder/members, but must be available upon request at the GRF Administrative offices.

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Reserves

6. BANKING AND INVESTMENTS OF RESERVE FUNDS

Reserve funds shall not be co-mingled with any other GRF funds and shall be maintained in FDIC-insured bank accounts covered by either FDIC insurance or a surety bond. All investment of GRF Reserve Funds must be in full compliance with Civil Code 5515.

- 6.1. The BOD shall exercise prudent fiscal management in maintaining the integrity of the reserve account.
- 6.2. The BOD's primary goal in investment of the GRF reserve funds shall be the preservation of the funds.
 - 6.2.1. Liquidity of the reserve fund shall be preserved to ensure that funds are available for:
 - a) Scheduled MRR;
 - b) Emergency MRR;
 - c) MRR of components and assets that have reached the end of their useful life earlier than expected;
 - d) Short term operational needs, provided that terms as set forth in Section five 5.4 (5)(4) are in compliance; and
 - e) Litigation as ~~alotted~~ allowed by Civil Code 5515.

7. WITHDRAWAL/TRANSFERS FROM RESERVE FUNDS

The signature of two (2) GRF Corporate Officers is required.

8. RESERVE FUND EXPENDITURES

- 8.1. Scheduled MRR:
 - 8.1.1. All GRF policies referencing standards of purchasing shall be applicable unless the MRR is an emergency (see definition of emergency in Section ~~(nine)~~ 9; and
 - 8.1.2. Scheduled MRR over \$10,000 requires a majority vote of the BOD.

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Reserves

8.2. Non-Scheduled Replacements/Repairs:

All GRF policies referencing standards of purchasing shall be applicable unless the MRR is an emergency (see definition of emergency in ~~Section 9 ten (10).b.~~ **Section 9**). It must be approved at a duly posted BOD meeting and approved by a majority vote of the BOD.

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

8.4. Emergency actions that result in an expenditure greater than \$50,000 requires an emergency meeting of the BOD, with the minutes of the meeting clearly stating the emergency and the actions taken.

9. EMERGENCIES

Emergency reserve fund expenditures for the MRR of component/assets shall be defined as:

9.1. The need to MRR a component/asset involving imminent danger to the life or safety of the ~~shareholder/member~~, or immediately necessary for the preservation and safety of the property;

9.2. Required to avoid the suspension of any necessary service;

9.3. The BOD and/or Executive Director are to use prudent determination of an emergency and take steps as required as in **Section 6.1** ~~six (6) (I)~~;

9.4. The Executive Director shall, within a reasonable time of the emergency but no more than six (6) hours, notify the BOD of the event and actions taken to protect and secure the GRF component/assets; and

9.5. At the next regularly scheduled meeting of the BOD, a full account of the emergency shall be presented including but not limited to:

9.5.1. Nature/cause of the emergency;

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Reserves

9.5.2. Actions taken; and

9.5.3. Full accounting of all expenses **must be ratified by the BOD.**

~~9.6. All applicable sections of this policy shall remain in effect.~~

Policy

Adopted: 22 Apr 14

Amended: 24 Mar 15

Amended: 26 May 15

GOLDEN RAIN FOUNDATION

Seal Beach, California

GOLDEN RAIN**CAPITAL IMPROVEMENTS****AMEND****Capital Project Initiation**

1. All ~~construction~~ **capital** projects and capital equipment recommendations exceeding \$10,000 will be processed by the appropriate committee and submitted to the **Golden Rain Foundation (GRF) Board of Directors (BOD)** for approval.
 - a. Prior to submission to the ~~Board~~ **BOD** for approval to establish a construction project, the initiating committee ~~may~~ **will** request the Physical Property Department provide an estimate of the cost to complete the project.
 - b. The committee recommending the project will present the information to the ~~Board~~ **BOD** with a request to establish a project and authorize the Physical Property Department to go out for bid.
 - c. The requesting committee **will submit a request to** ~~may ask for a meeting with~~ the Physical Property Committee to review suggestions and recommendations for final plans.
 - d. **A request to the BOD for a capital project should contain the following:**
 - (1) **Construction cost;**
 - (2) **Architectural and engineering fees;**
 - (3) **Bonding, permits and other related costs;**
 - (4) **Contingencies, if appropriate; and**
 - (5) **Labor if internal.**
2. When a project is approved by the ~~BOD Board~~, the Physical Property Committee will take appropriate action to retain an architect or engineer for the project, if needed, and refer the recommendation to the **BOD Board** for approval.

Policy

Adopted: 17 Jul 73
 Amended: 16 Oct 73
 Amended: 21 Oct 75
 Amended: 15 Nov 76
 Amended: 15 Sep 81
 Amended: 16 Jul 85
 Amended: 20 Sep 88
 Amended: 18 Nov 97
 Amended: 18 Dec 07
Amended:

GOLDEN RAIN FOUNDATION
Seal Beach, California



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: AXXERION CAPITAL FUNDING REQUEST
DATE: APRIL 25, 2017
CC: FILE

In July 2015, the Golden Rain Foundation (GRF) Board of Directors (BOD) approved the purchase of the Axxerion software to replace the work order module in Adapt and the inventory and purchase order modules in Great Plains. The Axxerion software came with baseline functionality and required modifications to meet the specific needs of GRF. The initial purchase included 68 hours of training and implementation.

There are two ways to approach a software conversion.

The first approach involves writing a thorough requirements document which explains the functionality of the system and its various modules. The requirements document is submitted to the software vendor who provides a cost estimate for the project and develops the software in accordance with the requirements document. The client tests the system and then goes live with the application. The estimated cost of the project is known up front.

The second approach involves iterative development through ongoing discussions with the software vendor. Requirements documents are written for each module or interface and submitted piecemeal. Axxerion provides GRF with a cost estimate prior to beginning the work so that the budget can be closely monitored. Upon approval of the cost, Axxerion provides the software developments and bills in accordance with the agreed upon cost.

The methodology taken for the Axxerion software development began with the piecemeal approach where the end user on the GRF side has been working directly with the software vendor's programmer. The selection of this approach was determined during the restructuring of the IT department where the responsibilities of this conversion project was transferred to the Finance department. Long after the project commenced, the IT Systems Analyst became involved. There have been no third-party consultants involved.

Although the piecemeal methodology is generally the lower cost approach, it has its challenges:

1. It is difficult to determine the estimated costs for the project upfront.
2. The vendor has a low-level understanding of the systems expectations because the requirements are delivered and the modules are implemented in sections.
3. The staff involved in the project cannot dedicate 100% of their time to the project and therefore the project timeline is more extensive than if a 100% dedicated team were involved.
4. The total number of billable hours spent on the Axxerion project at the end of March is approximately 352 which exceeds the initial 68 hours purchased by 284 hours.
5. It is difficult to determine the estimated remaining costs to implement the remaining pending development items until the requests are submitted to Axxerion who will then provide estimated implementation time for each request.
6. After applying the unbilled development, remaining approved funds for this project is approximately \$3,580 which is insufficient to complete the project.

The status of the project as of March 31, 2017 is as follows:

Service Purchase Orders – The functionality of the service purchase order (SPO) was fully developed and successfully implemented on November 1, 2016. SPOs authorize the work of outside contractors. Many reports can be run to track work by bill type, by Mutual, etc.

Work Orders – It is estimated that about 80% of the work order functionality has been developed. In order to complete the remaining 20%, inventory management needs to be developed.

Inventory – This module includes the development of the inventory database, stock and non-stock purchase orders, inventory sales, returns, transfers, and adjustments. It is estimated that this module is approximately 50% developed.

The Axxerion software conversion project is approximately 75% complete.

Staff has found it is both cost and time efficient for the IT Systems Analyst to work as a liaison between GRF and Axxerion. The IT Systems Analyst is able to write comprehensive requirements documents by meeting regularly with the Director of Finance and Purchasing Manager to discussing each module's requirements.

Significant cost savings have been and continues to be achieved by developing parts of the software in-house. Training via web conference and over-the-phone calls help expand our knowledge of the software and will be beneficial in future implementation. Other requests which cannot be developed in-house are submitted in requisition documents to Axxerion's team.

According to our records, the cost of the Great Plains + Adapt software conversion in 2005 was approximately \$350,507. The report below shows a cost comparison of the software conversion project of 12 years ago to the total to-date cost of the Jenark / Axxerion software conversion project. The 2005 project costs exceed the current (in-progress) project costs by \$103,546.

Great Plains & Adapt Conversion Project
 Jenark & Axxerion Conversion Project (TTD thru 3-31-2017)
 Cost Difference Between Prior & Current Projects

350,507
(246,961)
103,546

Details to the total to-date in-progress project costs are as follows:

	Status	Jenark	Axxerion	Micromain	Total Cost To-Date
User Licenses	Completed and active	90,240.00	14,871.25		105,111.25
Training & Development	Completed and active	83,777.48			83,777.48
Cancelled project fee	Closed			9,000.00	9,000.00
Training & Development / Service Purchase Orders	Completed and active		4,312.50		4,312.50
Training & Development / Work Orders & Misc.	Further development required		37,297.50		37,297.50
Training & Development / Inventory, PO Stock & Non Stock	Further development required		7,462.50		7,462.50
Total Project Costs including unbilled as of 3/31/2017		174,017.48	63,943.75	9,000.00	246,961.23
Amount not yet billed			(3,712.50)		(3,712.50)
Total Project Cost Reported in February Financial Packet		174,017.48	60,231.25	9,000.00	243,248.73

In order to complete this software conversion project, it is necessary to request additional approved funding. As in the prior developments, funding will be used in the most efficient manner. Much of the implementation can be performed in-house to avoid the \$150/hour fee Axxerion charges. The additional funding will be used for in-house training and for those requests that cannot be completed in-house.

At its regular meeting held on April 18, 2017, the Finance Committee passed a motion to approve an additional \$50,000 of capital funds to be used to complete the software conversion of work orders, purchase orders and inventory management from the Adapt and Great Plains applications to Axxerion and to recommend final approval from the GRF Board.

MOTION:

I move to approve an additional \$50,000 of capital funds to be used to complete the software conversion of work orders, purchase orders and inventory management from the Adapt and Great Plains systems to Axxerion.

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Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AMEND POLICY 1201-33, PHOTO ID CARDS
DATE: APRIL 11, 2017

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

I move to amend Policy 1201-33, Photo ID Cards, to reflect the changes consensually agreed on by Recreation Committee members.

COMMUNITY OPERATIONS

RESIDENT PARTICIPATION

AMEND

Photo Identification Cards

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

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

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

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

1. Personally completing a "Certificate of Lost ID" form in the Stock Transfer Office.
2. Paying a \$20 fee for the first loss;
 - a. The Mutual Board of Directors will be notified when a card is lost a third or subsequent time within 24 months of the first loss;
 - b. The fee will be waived if ~~shareholder~~ ~~member, co-occupant, renter~~ 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 or~~
(Dec 16)

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

fees is at the sole discretion of the Finance Committee.

Policy

Adopted: 19 Sep 72
Amended: 19 Dec 72
Amended: 16 Apr 85
Amended: 19 Dec 89
Amended: 31 Jan 95 (Effective 2-1-95)
Amended: 20 Feb 01
Amended: 19 Nov 02
Amended: 22 Jul 14
Amended: 27 Dec 16

GOLDEN RAIN FOUNDATION
Seal Beach, California

(Dec 16)

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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: TRAFFIC SIGNAL POLE DAMAGE
DATE: APRIL 18, 2017
CC: FILE

It has been reported that the southwest corner pole of the traffic light has rusted and is in need of replacement. A quote was received from Siemens Industry INC. (Siemens is the current contractor maintaining the traffic light monthly) for the pole replacement and re installation of existing signal heads, pedestrian heads, pedestrian push buttons and street name sign, for a cost not to exceed \$8,795. Traffic control is also part of this quote.

At its regularly scheduled meeting on April 10, 2017, the Physical Property Committee (PPC) reviewed a request to replace the South-west corner of the traffic light standard at the intersection of Golden Rain and St. Andrews. The Committee reviewed the cost and discussed the condition of the other poles and concurred to inquire if three additional poles are available to be replaced at the same time. The PPC resolved as follows:

TO replace the traffic light pole (presented), in the amount not to exceed \$8,795, and purchase an additional three poles, if available, in the total amount not to exceed \$36,000 for all four poles, and forward this request to the Finance Committee for funding approval.



At the regularly scheduled meeting on April 18, 2017, the Finance Committee reviewed available funding for this project and unanimously resolved to approve this non-budget expense, from Reserve Funds, in an amount not to exceed \$36,000.

I move to award a contract to Siemens Industry INC. to replace the traffic light pole (presented), in the amount not to exceed \$8,795, and purchase an additional three poles, if available, in a total amount not to exceed \$36,000 for all four poles, from Reserve Funding and authorize the President to sign the contract.



Siemens Industry Inc.
1820 John Towers Ave. Suite A
El Cajon, California 92020
619.562.1104
855.710.9156 Fax
www.usa-siemens.com/mobility

April 12, 2017

George Hurtado
Building Inspector
Golden Rain Foundation
PO Box 2069, Seal Beach, CA 90740

RE: Job Name: Replace All Four Mast Arm Poles
Job Location: Golden Rain Rd @ St Andrews Dr

Dear Mr. Hurtado:

We offer to perform the following work, on the terms and conditions stated below, and at the prices shown, as follows:

As per your request Siemens Industry Inc is pleased to offer the following price to furnish and install four new Caltrans 1992 standard plans galvanized Type 16-1-70 poles with 18' signal mast arm on the existing foundations at the intersection. We will reinstall the existing traffic signal heads, pedestrian heads, pedestrian push buttons and reflectorized street name sign on the new poles. Traffic control is included during pole installation and disposal of the old poles is included.

TOTAL LABOR, EQUIPMENT, AND MATERIAL: \$ 31,895.00

This proposal is an estimate, if unexpected problems arise we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bond or permit fees.

This offer shall expire 60 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment or orders, contains all terms, conditions and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this _____ day of _____, 2017.

GOLDEN RAIN FOUNDATION

SIEMENS INDUSTRY INC.

By: _____

Jeff Pierce

Title: _____

Service Operations Supervisor

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: TERMITE/PEST CONTROL SERVICE
DATE: APRIL 18, 2017
CC: FILE

Fenn Termite and Pest Control has submitted a proposal for a new three-year contract. The new contract includes monthly pest control service to all Trust buildings, a yearly termite report, and localized treatment for termite control for a three-year contract's cost of \$36,725 (See Exhibit A).

In comparison to previous bidders, Fenn continues to be an extreme value with its closest competitor being almost 42% higher in cost.

The following is a cost comparison of Fenn's current bid vs. previous bid, the approved contract cost, and the costs of three previous bidders.

FENN Cost Comparisons - Termite and Pest Control for GRF

	TOTAL 3 YEARS 2014-2017	TOTAL 3 YEARS 2017-2019	
COMM FAC - Pest Control and Termite Inspections	\$ 33,656.76	\$ 36,725.00	6% increase

Cost Comparisons - Termite and Pest Control for GRF (2014-2017)

	Newport Exterminating	Orange County Pest Control	Roadrunner Exterminating
COMMFAC -Pest Control and Termite Inspections	\$ 57,540.00	\$ 74,867.00	\$ 76,680.00
difference from Fenn:	\$ 20,815.00	\$ 38,142.00	\$ 39,955.00
	42% more than Fenn	55% more than Fenn	56% more than Fenn

At its special meeting on April 20, 2017, the Physical Property Committee, unanimously agreed to recommend the GRF Board to award a 3 year contract to Fenn Termite and Pest Control as follows:

Year	Termite Services	Monthly Pest Control	Total
2017/2018	\$2,000	\$10,140	\$12,140
2018/2019	\$2,100	\$10,140	\$12,240
2019/2020	\$2,205	\$10,140	\$12,345
3 year total			\$36,725

I move to award a 3 year contract to Fenn Termite and Pest Control to provide monthly pest control service, a yearly termite report, and localized treatment for termite control to all Trust buildings, for a three-year term, in the amount not to exceed \$36,725:

Year	Termite Services	Monthly Pest Control	Total
2017/2018	\$2,000	\$10,140	\$12,140
2018/2019	\$2,100	\$10,140	\$12,240
2019/2020	\$2,205	\$10,140	\$12,345
3 year total			\$36,725

Funding from the Operations budget, and authorize the President to sign the contract.

ITEMIZATION FOR PEST CONTROL SERVICES FOR COMMUNITY FACILITIES

Prices for services on a monthly basis.

PART 1

A. PEST CONTROL SERVICES FOR COMMUNITY FACILITIES BUILDING

1. Administration Building	\$ 80. ⁰⁰
2. Amphitheater	\$ 40. ⁰⁰
3. Clubhouse One	\$ 80. ⁰⁰
4. Clubhouse Two	\$ 80. ⁰⁰
5. Clubhouse Three	\$ 80. ⁰⁰
6. Clubhouse Four	\$ 80. ⁰⁰
7. Building Five	\$ 80. ⁰⁰
8. Clubhouse Six	\$ 80. ⁰⁰
9. Golden Rain News	\$ with #2
10. Safety Office	\$ with #2
11. Golf Course Facility	\$ with #19
12. Library	\$ 80. ⁰⁰
13. Friends of the Library	\$ with #12
14. Onsite/Resales Office	\$ 35. ⁰⁰
15. Security Main Gate	\$ 35. ⁰⁰
16. Security St. Andrews Gate	\$ with #16
17. Security North Gate	\$ with #12
18. Service Maintenance	\$ 70. ⁰⁰
18. Swimming Pool Facility	\$ 25. ⁰⁰

March 30, 2017

Project #802-17 Pest Control

TOTAL \$ 845- month
" \$ 10,140- year

CONTRACTOR LICENSE NO. PR1205 TYPE OF LICENSE Structural

FORM OF PROPOSAL
FOR
TERMITE INSPECTION SERVICES AND LOCALIZED TREATMENT
OF COMMUNITY FACILITIES BUILDINGS
AT LEISURE WORLD - SEAL BEACH
PROJECT #802-17
AT
LEISURE WORLD - SEAL BEACH

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

Gentlemen:

The undersigned proposes to furnish all labor, material, and equipment as required to perform termite inspections of the Community Facilities Buildings at Leisure World - Seal Beach as described in the Specifications dated March 30, 2017.

PART 3

TOTAL LUMP SUM BID:

\$ _____ /Month, \$ 2,000.00 /Year 1, March 1, 2017 - February 28, 2018\$ _____ /Month, \$ 2,100.00 /Year 2, March 1, 2018 - February 28, 2019\$ _____ /Month, \$ 2,205.00 /Year 3, March 1, 2019 - February 29, 2020\$ 6,305.00 Total for 3 YearsDATE: 4/17/17

Proposed By:

FIRM NAME Fenn Termite & Pest Control

BY

Drew Fenn

TITLE

President

PHONE

(714) 736-9000

March 30, 2017

Project #802-17 Pest Control



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: SWIMMING POOL DECK FURNITURE REPLACEMENT
DATE: APRIL 18, 2017
CC: FILE

As part of the annual swimming pool maintenance program, damaged deck furniture is sent out for repairs and refinishing. Due to the age of the furniture and the constant repair and refinishing over the years, Seabreeze Patio Furniture Inc., our repair company, has informed us that the furniture can no longer be repaired or refinished.

At this time, Seabreeze offered the option of replacing all deck furniture with good, used, reconditioned deck furniture at a cost of \$7,747.00.

At its April 13, 2017 meeting, the Recreation Committee approved to purchase all reconditioned deck furniture from Seabreeze patio Furniture Inc., in an amount not to exceed \$8,000.00, and is requesting the Finance Committee review the Budget for funds from the replacement reserves to make this purchase.

At its April 18, 2017 meeting, the Finance Committee approved funding from the replacement reserves, in an amount not to exceed \$8,000, for the purpose stated above.

I move to approve the purchase of used, reconditioned deck furniture from Seabreeze Patio Inc., in an amount not to exceed \$8,000, from the replacement reserve portion of the budget, and to authorize the Recreation Manager to make the purchase.

SEABREEZE PATIO FURNITURE inc

1314 W. COLLINS AVE.

ORANGE, CA 91867

714-633-0200

FAX 714-633-0203

QUOTATION

DATE	QUOTATION #
4/4/2017	6311

BILL TO
LEISURE WORLD SEAL BEACH 13533 SEAL BEACH BLVD SEAL BEACH CA 90740

SHIP TO
SAME

P.O. NO.	TERMS	REP	SHIP VIA	FOB ORANGE CA
	NET 10		CO TRUCK	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
LSS	LOUNGE STRAIGHT STRAP COMPLETE REFINISH	40	141.00	5,640.00
CSS	STRAIGHT STRAP COMPLETE CHAIR REFINISH	24	83.00	1,992.00
SHIP	SHIPPING CHARGE (PICK UP & DELIVERY)		115.00	115.00
CHOICE	CHOICE OF COLORS LIMITED TWO YEAR WARRANTY INCLUDED. REFINISH INCLUDES NEW STRAPS AND FRAME COATINGS. QUOTATIONS VALID FOR 60 DAYS.			
NOTE	WE DO NOT RECOMMEND REFINISH ON FURNITURE OVER 30 YEARS OLD		0.00	0.00
THANK YOU FOR YOUR INQUIRY. PLEASE CALL OUR OFFICE IF YOU HAVE ANY QUESTIONS		Sales Tax (7.75%)		
		Total		

\$0.00

\$7,747.00



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION ITEM

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: AMEND POLICY 1927-37, TRAFFIC RULES AND REGULATIONS (**TENTATIVE VOTE**)
DATE: APRIL 5, 2017

At its meeting on April 5, 2017, the Security, Bus & Traffic (SBT) Committee reviewed Policy 1927-37, Traffic Rules and Regulations. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy to provide updated information in order to foster clarity and compliance. The Board of Directors will make a final vote on this proposed operating rule change on June 27, 2017, after consideration of comments made by members. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

I move to amend Policy 1927-37, Traffic Rules and Regulation, to provided updated information for clarity and compliance.

COMMUNITY OPERATIONS**AMEND****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

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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 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 (fifteen) 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 maximum speed of 25 MPH. LSV's less than 48" in width shall be driven in

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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 **a facilitator (the GRF Vice President)**, 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.

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;

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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 Mutuals;

2.18.6. UNREGISTERED VEHICLE: no current valid State registration; or

2.18.7. Vehicle designed to carry 12 (twelve) 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.

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.

COMMUNITY OPERATIONS**AMEND****VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****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;

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

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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 (eighteen) 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~~ GRF decal on windshield or pass displayed on the dash may not be parked on 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 (four) 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.

COMMUNITY OPERATIONS**AMEND****VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****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 (fifteen) 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 (thirty) 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 (fifteen) 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.

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

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

3.4.6. Unpainted: Parking is permitted up to ~~96~~ 72 (seventy-two) hours, unless otherwise restricted.

3.5. RESIDENT'S PARKING

A RESIDENT'S vehicle (not RV or VUFR) may be parked for no more than ~~96~~ 72 (seventy-two) 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

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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 parking 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 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 (two).

- 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

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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 (forty-eight) 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 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

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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 (two). 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 (seventy-two) hours in the lot across from the clubhouse next to the golf course.

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 (seventy-two) 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 (four) 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

COMMUNITY OPERATIONS**AMEND****VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****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 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

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Shareholders/Members may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within the Clubhouse 4 (four) parking lot for a maximum of 21 (twenty-one) 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 (and boat or trailer) or VUFR at a time temporarily in the approved location within the Clubhouse 4 (four) parking lot for a maximum of 14 (fourteen) 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 (seventy-two) hours.

EXCEPTION:

Watch Commander or Deputy Chief 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

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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-Finance~~ Department ~~prior to receiving parking extension, at the time the Parking Permit is issued. Checks only. All other types of payments will be made at the Finance Department.~~

4.3.6.4. ~~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.~~

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

No overnight parking is permitted.

EXCEPTIONS:

Security Vehicles;

CARE ambulances;

Pharmacy delivery vehicles; and

Two (2) Healthcare Vehicles;

24 Hour Nurse;

HCC Golf Cart;

GRF Vehicles; and

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~~Innovative Contract~~ cleaning service 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~~ between the hours of 7am to 6pm, Monday to Friday.

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 ~~else~~ except that employee and the HCC Golf Cart.

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 have elapsed since the issuance of that notice.

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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:

- 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;

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- 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 (forty-eight) 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.
- 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

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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-B~~.

EXCEPTION:

- 7.7.3.1. Contractors will be adjudicated by ~~Physical Properties~~ ~~Community-Facilities~~ 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.

Adopted:
Amended:

Golden Rain Foundation
Seal Beach, California

(~~DEC-2016~~APR 2017)