

Board of Directors

Agenda

Clubhouse Four Tuesday, November 28, 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. (<u>Civ. Code §4925(b)</u>.) Time limits, per speaker, are limited to:

- 4 minute limit per speaker, when there are no more than 15 speakers
- 3 minute limit per speaker, 16- 25 speakers
- 2 minute limit per speaker, over 26 speakers
- 7) Consent Calendar Approval of Board Committee Meeting Minutes (pp. 1-2)
- 8) Approval of Minutes
 - a) October 24, 2017 (pp. 3-20)
- 9) Reports
 - a) Los Alamitos Medical Center Advisory Report
 - b) Management Services Review Ad hoc Report
 - c) Strategic Planning Ad hoc Report
- 10) New Business
 - a) General
 - i) 2017/2018 Master Insurance Policy Renewal (Mr. Lukoff, pp. 21-24)
 - ii) Clubhouse Three Revitalization Postponement (Ms. Fekjar, pp. 25-26)

- iii) RV Lot Moratorium on New Leases (Mrs. Perrotti, pp. 27-28)
- iv) Clubhouse Four Parking Policy Variance (Mr. McGuigan, pp. 29-30)
- v) Ad Hoc Committee Member Appointment (Ms. Stone, pp. 31-32)
- b) Architectural Design and Review Committee
 - i) Clubhouse Four Exterior Improvements (Mr. Dodero, pp. 33-34)
 - ii) Clubhouse Four Flagpole Removal (Ms. Heinrichs, pp. 35-36)
- c) Communications Committee
 - i) Rescind Policy 2840.03-36, Delivery and Subscriptions (Mr. Gould, pp. 37-38)
- d) Executive Committee
 - i) Amend Policy 5025-30, GRF Election Procedures (Mrs. Reed, pp. 39-48)
 - ii) Approve Establishment of Emergency Operations Center (Ms. Snowden, pp. 49-52)
 - iii) Approve Staff Holiday Incentive/GRF Employee Holiday Luncheons (Mrs. Damoci, pp. 53-54)
- e) Finance Committee
 - i) Accept October Financial Statements (Ms. Hopewell, pp. 55-62)
 - ii) Exclusive Use of Trust Property Lease Agreements
 - iii) a. Friends of the Leisure World Library (Ms. Winkler, pp. 63-70)
 - b. Genealogy (Ms. Hopewell, pp. 71-78)
 - c. Golden Age Foundation (Mr. Stone, pp. 79-86)
 - d. Leisure World Historical Society (Mr. Crossley, pp. 87-94)
 - e. Leisure World Radio Club (Mr. Moore, pp 95-102)
 - f. Leisure World Theater Club (Mr. Dodero, pp. 103-110)
 - g. Video Producers Club (Mr. Gould, pp. 111-118)
 - iv) Amend Policy 5528-31, Refund of Excess Income (Mr. Stone, pp. 119-120)
 - v) Approve CDAR Purchase (Mrs. Damoci, pp. 121-122)
- f) Mutual Administration Committee
 - i) Approve New Buyer Presentation (Ms. Snowden, pp. 123-134)
- g) Physical Property Committee
 - Non-budgeted Operating Funding Request Enhancement of Golf Cart Parking, Administration Building (Ms. Rapp, pp.135-136)

- Non-budgeted Operating Funding Request Crosswalk Improvements,
 Medical Center/Clubhouse Six (Mr. Lukoff, pp. 137-138)
- iii) Capital Funding Request Mission Park (Multi-purpose Court/Recreational Area at Clubhouse Two) (Ms. Fekjar, pp. 139-142)
- iv) Approve Contract Phase I, Mission Park Demolition (Mr. Stone, pp. 143-148)
- v) Capital Funding Request Inspectors' Club Cars (Mr. Pratt, pp. 149-150)
- vi) Reserve Funding Request Automatic Door Replacement, Clubhouses One and Three (Mrs. Damoci, pp. 151-158)
- vii) Approve Contract (2018-2021) Community Facilities Landscaping (Mr. Crossley, pp. 159-162)
- viii)Approve Contract -Main Gate Landscape and Monument Sign Lighting (Ms. Rapp, pp. 163-174)
- h) Recreation Committee
 - Reserve Funding Request Amphitheater Drapery and Travelers Replacement (pp. Ms. Fekjar, pp. 175-176)
 - ii) Approve Contract (2018-2021) Golf Course Landscaping (Mr. Moore, pp. 177-180)
 - iii) Non-budgeted Operating Funding Request Furniture Replacement for Clubhouses (Mrs. Reed, pp. 181-182)
 - iv) Non-budgeted Operating Funding Request Library Flat Filing Cabinets (Mrs. Damoci, pp. 183-184)
 - v) Non-budgeted Operating Funding Request Recreation Trailer Supplies (Mrs. Perrotti, pp. 185-186)
- i) Security, Bus & Traffic Committee
 - TENTATIVE VOTE: Adopt Policy 1928-37, Golf Carts (Ms. Heinrichs, pp. 187-190)
 - ii) TENTATIVE VOTE: Amend Policy 1927.01-37, Fees for Parking Infractions (Ms. Winkler, pp. 191-194)
 - iii) Non-budgeted Operating Fund Request Cushman Motor Rebuild Kits (Mr. McGuigan, pp. 195-197)

- 11) Staff Reports
 - a) Director of Finance's Report Ms. Miller
 - b) Executive Director's Report Mr. Ankeny
- 12) Board Member Comments
- 13) Next Meeting/Adjournment
 - a) December 19, 2017, 6:00 p.m., Clubhouse Four

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

- Minutes of the Physical Properties Committee Board Meeting of October 2, 2017
- Minutes of the Management Services Review Ad hoc Committee Board Meeting of October 3, 2017
- Minutes of the Recreation Committee Board Meeting of October 4, 2017
- Minutes of the Mutual Administration Committee Board Meeting of October 9, 2017
- Minutes of the Special Recreation Committee Board Meeting of October 11, 2017
- Minutes of the Communication Committee Board Meeting of October 12, 2017
- Minutes of the Executive Committee Board Meeting of October 13, 2017
- Minutes of the Finance Committee Board Meeting of October 16, 2017

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

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

Thank you.

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GOLDEN RAIN FOUNDATION October 24, 2017

CALL TO ORDER

President Linda Stone called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:00 a.m., on Tuesday, October 24, 2017, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Juanita Townsend, President of the Impaired Vision and Hearing Club, led the Pledge of Allegiance.

ROLL CALL

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

Seventeen Directors were present, with a quorum of nine.

PRESIDENTS COMMENTS

We have designated November as the month to show gratitude. On behalf of the GRF Board, I would like to begin with our gratitude to Randy Ankeny, our Executive Director for the past 4 and one half years. Randy has been a hardworking, kind, caring and creative leader. He has lead our community in many achievements. I'm going to name as many as we (the Board) have been able to remember. They won't be listed in order of completion but randomly. I'm sure we will miss quite a few...after all we are seniors!

Approving a project is a long and laborious process. First it is vetted in the appropriate committee (this may take a multitude of monthly meetings), and then and only then, can it be put out for bid. Bids sometimes take months from an RFP (request for proposal), bidder's conference, and then opening the bid in an open committee meeting. The next step in the process is when it goes to Finance for funding, and finally to the Board for approval.

And in spite of the above process, we have achieved the projects listed below during Randy's four and one half year tenure.

Pending Renovations:

Clubhouse Four – completed with only finishing touches remaining, Clubhouse Six – currently under renovation, slated to be finished in November, Clubhouse Three – beginning in early 2018,

Clubhouse Two – beginning in early 2018, Multi-use Courts and picnic area @ Clubhouse Two, Paving Phase II (St Andrews south of Golden Rain) after today's approval, will begin November 5 with the tree removal, and Installation of the ramp at the East entrance of Clubhouse Six.

Completed renovations:

Re-Sales Office, Globe Refurbishment, Seal Beach Boulevard Wall, North & South, Northgate Road Wall, Westminster Wall, Clubhouse Three-Room 8, Service Maintenance offices, Purchasing Department, Building Five (Copy & Supply Center, Security Satellite Office, Recreation Offices), Conference Room B, Conference Room C, Cafe Area, Stock Transfer Office, Finance Department, Library - Circulation Desk - carpet and sound system, Amphitheater restrooms, and dance stages installed in Amphitheater

Landscaping:

Main Gate Landscape (planting & lighting to be completed mid-November), Administration entrance Landscape, the Courtyard Landscape, LW Weekly hillside, North Gate Exit (in process), Rose Triangle (between Clubhouses Three & Four); On-site Sales side and front areas, and Library, west side (in process).

Recreation:

Super Bowl Party, Valentine's Dance, Fall Festival, City Expo, Holiday Lighting Ceremony, Monthly Vehicle Sales, Field Trips Offsite (such as Pageant of the Masters), Monday Night Football, Library Author Speaks, Outdoor Movie Nights @ Amphitheater, Amphitheater Season (voted best ever), Swap Meet (twice a year), Sound Walls installed in Clubhouse Six, Swimming Pool furniture, Golf Course upgrades, Woodshops upgrades, and RV Storage Lot - Office/Trailer Electrical.

Food Offerings:

Domino's Pizza, Taco Tuesday, Finbar's Italian, addition of the Ice Cream Truck, and Girl Scout Cookies.

Communications & Information Technology:

IT Server upgrades, Website upgrade, Generator, Amphitheater Technology upgrades, Introduction of LW Live, LW News Upgrades, Spotlight, Bus Clings, and Calendar.

Physical Property:

Paving Project – Phase I, Signal light poles at St. Andrews replaced, flag poles replaced, Rolling Thunder upgrade at 1.8-acre area, pedestrian gate at Mutual 15 on North Gate Road, safety walkway in alley behind the Health Center, safety barriers installed in front of the Health Center, CAMUTCD compliance in the Community, Post Office handicapped access, cleaning of sewers in anticipation of the El Nino storms, and US Post Office upgrades.

Administration/Executive:

Policies reviewed and amended, negotiated lower rates for insurance, forged relationship with City of Seal Beach, the Chief of Police and the Chamber of Commerce, defibrillators installed in all buildings, Drug Take Back Program, Parking Enforcement Officers, hiring of Security Director and Supervisor.

Security, Bus & Transportation:

Purchase of golf carts for Security and Service Maintenance, Video Producers relocation and renovation, Patio Area outside Clubhouse Three, Leisure World Parking Policy, and Security building restrooms and employee breakroom.

Mutual Administration:

ID Card replacement completed after 20+ years.

Randy, the Board is truly grateful for your leadership. Each director has signed their name to a certificate of appreciation to show our unanimous 100% support. This certificate hopefully will serve as a visual reminder of this support. It's not easy to have 18 bosses and I'm sure there will be times that you will need to look at it several times a day. We can be pretty demanding. But I must say that you always keep a cheery attitude and a steady hand to keep us on an even keel.

Mayor Sandra Massa-Lavitt, would you please present Randy with the certificate of appreciation.

And now to the business at hand.

ANNOUNCEMENTS/ SERVICE AWARD PRESENTATIONS

The GRF Board of Directors met for an Executive Session meeting on October 6, 2017. The President announced that a Town Hall meeting will take place on January 31, 2018, at 6:00 p.m. that is open to the community.

SERVICE ANNIVERSARIES

One employee was recognized with a service award.

Mary Lambert

Library Department

15 years

SEAL BEACH MAYOR'S REPORT

The Mayor of Seal Beach provided an update of the City of Seal Beach Council meeting.

SHAREHOLDER/MEMBER COMMENTS

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

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

One shareholder/member offered comments.

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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 Management Services Review Ad hoc Committee Board Meeting of September 5, 2017
- Minutes of the Recreation Committee Board Meeting of September 6, 2017
- Minutes of the Physical Properties Committee Board Meeting of September 7, 2017
- Minutes of the Executive Committee Board Meeting of September 8, 2017
- Minutes of the Architectural Design and Review Committee Board Meeting of September 11, 2017
- Minutes of the Special Finance Committee Board Meeting of September 19, 2017
- Minutes of the Finance Committee Board Meeting of September 19, 2017

APPROVAL OF BOARD MEETING MINUTES

The minutes of the September 26, 2017 meeting were approved, by general consent of the Board, as corrected.

REPORTS

The Chair of the Los Alamitos Medical Center Advisory Council presented a report on the Council's activities.

The Chair of the Management Services Review Ad hoc Committee presented a report on the progress of the Ad hoc Committee.

NEW BUSINESS

General

LA Seismic, Access Permit Request

At the September 2017 meeting of the Presidents Council, the Council reviewed a presentation by LA Seismic, to install sensor pods throughout the community in conjunction with the Seismic Survey 2017 project (exhibit A in the agenda packet). Each Mutual and GRF was requested to grant an Access Permit (Exhibit B in the agenda packet) allowing LA Seismic access to the community, install sensor pods, conduct testing and recover the pods.

As of October 16, 2017:

- 7 Mutuals have denied the access permit
- · 3 Mutuals have granted the access permit
- 1 Mutual will grant the access permit under specified terms
- 2 Mutuals will take no action

3 Mutuals are still pending Board review

Mr. Pratt MOVED, seconded by Mrs. Damoci -

TO approve to deny the granting of an access

permit to LA Seismic.

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

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

Establishment of Ad hoc Committee

There is a clear and present need to establish an Ad hoc Committee to develop policies, procedures, RV Lot Rules and review lot maintenance and lease agreements. The Committee will report to the Golden Rain Foundation (GRF) Board of Directors (BOD).

Ad hoc Committees

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

General function and requirement of the Committee:

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

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

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

Pursuant to state statute (<u>Corp. Code §7210</u>; <u>Corp. Code §7212(c)</u>) and Article VII of the Bylaws of the Golden Rain Foundation, **TO** approve and thereby establish the RV Lot Ad hoc Committee and

grants to the Ad hoc Committee limited authority specifically stated within the GRF governing documents, and policies or other authority as granted by the BOD or as stated within this policy.

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

In accordance with Article VIII of the Bylaws, Ad hoc Committee chair and members shall be appointed by the GRF President and approved by action of the BOD in accordance with policy 5100-30, TO approve the appointment of Carole Damoci — Chair, Bob Crossley, Irma Heinrichs, Steve McGuigan, Paul Pratt, Paula Snowden and Ronde Winkler.

Amend On-Site Sales Lease

At the September 26, 2017 meeting of the Board, the Board reviewed and approved the First Amendment to the Resales Lease Agreement between GRF and Charles Briskey Real Estate. The approved lease agreement was presented to Charles Briskey Real Estate, Inc. (Briskey); upon review of the proposed lease, Briskey has requested revisions (Exhibit A in agenda packet) to the terms of the agreement (Exhibit B in agenda packet). The green highlighted section provides the original language and the yellow highlighted proposed new language.

Mr. Crossley MOVED, seconded by Mr. Dodero -

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

The motion was carried with one recusal (Fekjar).

Architectural Design and Review Committee

Naming of Clubhouse Two Multi-Use Area, Mission Park

At the October 9, 2017 meeting of the Architectural Design and Review Committee, the Committee considered a request to relocate our iconic element of early California; the commemorative bell-marker of the El Camino Real trail. The Committee duly moved and approved to recommend to the Board relocation of the Bell to the new picnic area of Clubhouse Two, and name the location Mission Park.

Ms. Fekjar MOVED, seconded by Mrs. Reed-

TO approve the relocation of the El Camino Real trail commemorative bell-marker to Clubhouse Two and naming of the location Mission Park. Approval is conditioned upon final ADRC review and approval of location, support base, commemorative plaque addition, lighting, funding review and approval.

Three Board members spoke on the motion.

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

Communications Committee

Rescind Policy 2840.01-36, Subscriptions Procedure

At its meeting on October 12, 2017, the Committee reviewed Policy 2840.01-36, Subscriptions Procedure. The Committee recommended the Golden Rain Foundation Board of Directors rescind the policy.

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

TO rescind Policy 2840.01-36, Subscriptions Procedure, as it no longer relevant (the LW Weekly is available on-line).

Executive Committee

Approve Acceleration of New Hires in Recreation Department and Library

At its regular meeting on July 14, 2017, the Executive Committee approved the addition of a Recreation Event Coordinator position for the 2018 budget year and the creation of a full-time Library Clerk position by transferring existing budgeted hours, effective January 1, 2018.

Action requested is to seek Board approval for the acceleration of the creation of the full-time Library Clerk position to be filled in the current fiscal year and hire the Recreation Event Coordinator. The existing surplus of wages for the 2017 budget is sufficient to absorb the additional cost for the remainder of the 2017 year.

2017 BUDGET IMPACT FOR RECREATION & LIBRARY	POSITIONS - DEC 2017
December – Benefits cost @ \$600 for 2 employees	\$ 1,200.00
Nov - Dec Wages + Taxes @ \$3,200 per month for 1 employee	\$ 6,400.00
TOTAL	\$ 7,600.00

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

TO approve the acceleration of the hiring of the Recreation Event Coordinator and the creation of a full-time Library Clerk position by transferring existing budgeted hours, an unbudgeted 2017 expense of approximately \$7,600.00, as soon as administratively feasible in 2017.

Approve Payroll Information System

At its regularly scheduled meeting on October 13, 2017, the Executive Committee reviewed the current payroll and Human Resources Information System (HRIS), as the current system is being phased out by our provider, Paychex. In addition to considering a new system from Paychex, also reviewed were systems from two of the leading payroll and HRIS providers, ADP and Paylocity.

Although the annual cost for the Paylocity system was slightly lower than ADP, ADP has additional features which outweigh the slight cost advantage of Paylocity. ADP's one-time conversion fee would come from existing operational funds in CC29 for 2017, and there will be no increase to the 2018 budget for payroll processing. Based on the total value to the organization, the Executive Committee is recommending GRF convert its Payroll and HRIS to ADP with the first live payroll to be processed in January of 2018.

Mrs. Winkler MOVED, seconded by Mr. Dodero-

TO approve the conversion of the Paychex payroll and Human Resources Information System to ADP, per ADP's proposal dated October 6, 2017 (\$41,345 annually, plus a one-time conversion cost for \$2,900, for a total of \$44,245), and authorize the President to sign the contract.

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

The motion was carried unanimously by the Board members present.

Amend Policy 5026-30, Election of Officers

At its meeting on October 13, 2017, the Executive Committee reviewed Policy 5026-30, Election of Officers. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy.

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

TO amend Policy 5026-30, Election of Officers, updating the election procedures wherein the Inspector of Elections will count the votes cast and announce the results of the vote, rather than GRF staff.

Amend Policy 5041-30, Real Property Acreage

At its meeting on October 13, 2017, the Executive Committee reviewed Policy 5041-30, Real Property Acreage. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy.

Mr. Dodero MOVED, seconded by Ms. Snowden-

TO recommend the GRF BOD amend Policy 5041-30, Real Property Acreage, updating the Policy to include churches and updated all non-trust property to Trust Property.

Four Board Members spoke on the motion.

Mrs. Damoci moved to amend the motion, seconded by Mr. McGuigan and carried unanimously by the Board members present-

TO refer the Policy to the Rewrite Sub-committee.

The President called for a break at 11:10 a.m.; the meeting resumed at 11:23 a.m.

Finance Committee

Accept September 2017 Finance Statements

At the regular meeting of the Finance Committee on October 16, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the September Financial Statements for audit.

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

TO accept the September 2017 Financial Statements for audit.

Approve CDAR Purchase

At the regular scheduled meeting of the Finance Committee on September 19, 2017, the members discussed the liquid funds held in various financial institutions and noted the balances in some of the financial institutions exceed the FDIC insurance limits and therefore are not in compliance with Policy 5520-31 — Reserves. When reviewing liquid funds, the Committee took into consideration the additional liquidity gained from investment maturities in September, as well.

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

Ms. Snowden MOVED, seconded by Mrs. Reed -

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

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

The motion was carried unanimously by the Board members present.

Acceptance of the Reserve Study for 2018 Budget Year

At the regular meeting of the Finance Committee on October 16, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the Reserve Study for the 2018 budget year (Exhibit A in the agenda packet).

Ms. Winkler MOVED, seconded by Mr. Dodero and carried unanimously by the Board members present-

TO accept the Reserve Study for the 2018 budget year.

Acceptance if the 2018 Annual Budget Disclosure & Policy Statement

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At the regular meeting of the Finance Committee on October 16, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the 2018 Annual Budget Disclosure & Policy Statement.

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

TO accept the 2018 Annual Budget Disclosure & Policy Statement.

TENTATIVE VOTE: Amend Policy 5061-30, Fees

Policy 5061-31, Fees, relates to the type of fees charged to members of the Golden Rain Foundation and how that fee is calculated and where the money is applied.

At the regular Finance Committee meeting on October 16, 2017, the Finance Committee unanimously suggested Policy 5061-31, Fees, be amended. The proposed policy changes are attached (Exhibit A in the agenda packet), with a comparison of the changes (Exhibit B in the agenda packet) to the current policy version (Exhibit C in the agenda packet).

Ms. Rapp MOVED, seconded by Mrs. Damoci -

TO amend Policy 5061-31, Finance - Fees, to include changing

"Membership" fee to "Amenities" fee, updating "Shareholder" to

"Member" and increasing the Amenity Fee.

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

The motion was carried unanimously by the Board members present.

FINAL VOTE: Amend Policy 5523-31, Accounts Receivable Collections

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

The policy draft was published in the August 31th edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code **§4360**.

No items of correspondence were received.

Mr. Moore MOVED, seconded by Ms. Hopewell and carried unanimously by the Board members

Golden Rain Foundation Board Meeting Minutes, October 24, 2017 present-

TO amend Policy 5523-31, Accounts Receivable Collections, incorporating procedural changes, updating staff and amending the return check fee from \$5 to \$25.

Mutual Administration Committee

Rescind Policy 7720, Distribution Services and 7740, Messenger Services

At its meeting on September 26, 2017, the GRF Board of Directors moved to return Policies 7720, Distribution Services and Policy 7740, Messenger Services to the Mutual Administration Committee to determine whether the policies originated within GRF or the Mutuals. On October 11, 2017, the Mutual Administration Committee received information from the Executive Director concluding that the policies were initiated by GRF. The Committee recommended the Golden Rain Foundation Board of Directors rescind the policies; they do not belong in the Policy 7000 Series.

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

TO rescind Policy 7720, Distribution Services and Policy 7740,

Messenger Services.

Physical Property Committee

Capital Funding - Electric Services, 5.5 Acres

While installing the new office for the Lot Attendant, it was discovered that the 5.5 Acre's current electrical supply of 100 amps is drastically undersized and will require upgrades and relocation to meet the current demand of 100 amps for the Lot Office, 150 amps for RV charging stations, and 100 amps for the Club office. The addition of the gates and an air compressor places the electrical demand well over 100 amps service.

The Physical Property Department obtained two quotes to upgrade the service. Both quotes exclude permit fees: Schlick Services - \$26,085, Jim Bergin Electric - \$29,026.

At its regular scheduled meeting on October 2, 2017, the Physical Property Committee unanimously agreed to recommend the Board award a contract to Schlick Services to install 400 amps service to connect all existing electrical components for a cost of \$26,085, adding \$2,000 in contingencies for permits and any unforeseen needs, for a total cost not to exceed \$28,085, after Capital review by the Finance Committee.

At its regularly scheduled meeting on October 16, 2017, the Finance Committee reviewed existing Capital funds and determined sufficient funds are available for this project.

Ms. Rapp MOVED, seconded by Mr. Gould -

TO award a contract to Schlick Services to install 400 amps service at 5.5 Acres, to connect all existing electrical components for a cost of \$26,085, adding \$2,000 in contingencies for permits and any unforeseen needs, for a total cost not to exceed \$28,085, from Capital funding, and authorize the President sign all the contracts.

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

The motion was carried unanimously by the Board members present.

Capital Funding - Addition of Pedestrian Ramp, Clubhouse Six

Recommendations have been made to the Physical Property Committee (PPC) requesting the addition of a ramp at the east end of Clubhouse Six. The staff obtained a cost from MJ Jurado to install a ramp at the current stairs location and relocate the stairs off the landing of the entry by removing a section of railing. The cost provided by MJ Jurado is \$16,780.

At its regular scheduled meeting on October 2, 2017, the PPC unanimously agreed to forward this request to the Finance Committee for funding review.

At its regularly scheduled meeting on October 16, 2017, the Finance Committee reviewed existing Capital funds and determined sufficient funds are available for this project.

Mr. Lukoff MOVED, seconded by Mrs. Damoci-

TO award a contract to MJ Jurado to install a ramp at the East end of Clubhouse Six, at the current stairs location, and relocate the stairs off the landing of the entry by removing a section of railing, for a total cost not to exceed \$16,780, Capital Funds, and authorize the President sign the contract.

Two Board members spoke on the motion.

The motion was carried unanimously by the Board members present.

Reserve Funding - Paving Project, Phase II

At its regular scheduled meeting on October 2, 2017, the Physical Property Committee (PPC) directed staff to obtain the cost from the approved Phase I paving contractor, to provide a proposal on the replacement of St. Andrews, South, per attached plan by Urban Crossroads. The contractor stated that they would honor the same per square footage cost for Phase I.

The general scope of work would consist of a mill and a 2" overlay of asphalt on St. Andrews from Golden Rain Rd. to Seal Beach Blvd., removal and replacement of the median (including tree stumps), removal and replacement of failing concrete and sidewalks. The quote also includes, traffic control and a road base.

Reserve funding in the amount of \$475,000 has been previously allocated for the street replacement, along with \$30,000 from Capital, for conduit installation for future fiber optic cabling.

Project Cost	
MJ JuradoPaving/Concrete Replacement	\$ 500,639
Johns Landscaping Tree Removal	\$ 6,000
Conduit Installation	\$ 30,000
Contigency	\$ 75,000
Total Cost	\$ 611,639
Funding	
Reserves-Paving Phase II	\$ 475,000
Capital-Under Street Utilities Fiber Cable to St Andrews Gate	\$ 30,000
Total Funding	\$ 505,000

At its regular scheduled meeting on October 2, 2017, PPC unanimously agreed to forward a request to the Finance Committee, for additional Reserve funding, in the amount of \$106,639.

At its regular scheduled meeting on October 16, 2017, the Finance Committee reviewed available Reserve funding for this project, and determined sufficient funds are available.

Mr. McGuigan MOVED, seconded by Mr. Dodero-

Drainet Cont

TO award contracts to:

- Johns Landscaping Services, to remove trees in the median on South St. Andrews in the amount of \$6,000, Street Phase II Reserve Funds, per proposal dated July 28, 2017
- MJ Jurado to mill and overlay 2" of asphalt on St. Andrews from Golden Rain Rd. to Seal Beach Blvd., remove and replace the median (including tree stumps), remove and replace failing concrete and sidewalks, and repair failing road base in the amount of \$500,639, per proposal dated August 30, 2017

- Conduit installation for the future installation of fiber optic cable in the amount of \$30,000, Capital funding
- Contingency funding in the amount of \$75,000 subject to the Physical Properties Chair review and approval

For a total project cost not to exceed \$611,639 (Reserve funding of \$581,639 and Capital funding of \$30,000) and authorize the President sign all contracts.

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

The motion was carried unanimously by the Board members present.

Reserve Funding - St. Andrews Gate Improvements

At its regular scheduled meeting on October 2, 2017, the Physical Property Committee (PPC) requested staff obtain the cost from MJ Jurado for improvements to St. Andrews Gate area (project #723-14), as drafted by Urban Crossroads. The Golden Rain Foundation (GRF) Board, on July 16, 2016, conceptually approved the proposed improvements: installation of new path of travel in front of parked cars while keeping the existing planting area, addition of required curb and gutter, ADA ramp, per design, seal coat, and required striping and marking.

At its regular scheduled meeting on October 2, 2017, PPC unanimously agreed to forward a request to the Finance Committee for Reserve funding in the amount of \$38,960. At its regular scheduled meeting on October 16, 2017, the Finance Committee reviewed available Reserve funding for this project, and determined sufficient funds are available.

Ms. Snowden MOVED, seconded by Mr. Dodero -

TO award a contract to MJ Jurado, per their proposal dated August 30, 2017, in the amount not to exceed \$38,960, Reserve funding, per plans drafted by Urban Crossroads, dated June 16, 2016 and authorize the President sign the contract.

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

The motion was carried unanimously by the Board members present.

Recreation Committee

Capital Funding - Clubhouse Six, Addition of Fixed Walls

The Recreation Department was requested to obtain a quote to install new fixed partitions in Clubhouse Six, from the same company that installed the new portable walls. The quote received from Saturn Systems, in the amount of \$3,517.56, will provide two new fixed walls with doors to cover storage areas on the first and second floors.

At its October 4, 2017 meeting, the Recreation Committee approved the purchase of two fixed wall systems for Clubhouse Six, from Saturn Systems, in the amount of \$3,517.56, and to send this item to the Finance Committee to review the budget for available funding.

At its regularly scheduled meeting on October 16, 2017, the Finance Committee reviewed existing Capital funds and determined sufficient funds are available for this project.

Mrs. Perrotti MOVED, seconded by Mrs. Reed -

TO approve the purchase and installation of two new fixed wall systems for Clubhouse Six, from Saturn Systems, in the amount of \$3,517.56, Capital funds, and authorize the Executive Director to initiate the purchase.

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

The motion was carried unanimously by the Board Directors present.

Amend Policy 1406-50, Limitations on Use (Trust Facilities)

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

TO amend Policy 1406-50, Limitations on Use (Trust Facilities), as presented.

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

The motion was carried unanimously by the Board Directors present.

Mr. Dodero left at 12:19 p.m.

RV Lot Individual Lease Revisions

The Recreation Committee reviewed the existing Recreational Lot individual leases for changes to accommodate the new incoming leases. The lease agreement is attached, with the changes

to pages one and two noted in red. At the July 11, 2017 meeting, the Recreation Committee recommended the GRF BOD approve the amendments to the lease.

Ms. Fekjar MOVED, seconded by Ms. Winkler -

TO approve the revised Recreational Lot individual lease defining the individual lease terms and the payment location/address.

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

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

CONTROLLER'S REPORT

The Finance Manager provided a financial report earlier in the meeting.

EXECUTIVE DIRECTOR'S REPORT

The Executive Director spoke on various topics pertaining to the community.

BOARD MEMBER COMMENTS

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

The meeting was adjourned was at 12:43 p.m.

Joy Reed, Corporate Secretary GRF Board of Directors dfb **THIS**

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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:

FINANCE COMMITTEE (CM)

SUBJECT:

2017 / 2018 MASTER INSURANCE POLICY RENEWAL

DATE:

NOVEMBER 20, 2017

CC:

FILE

At the regular meeting of the Finance Committee held on November 20, 2017, the Committee reviewed the proposal for the Foundation's and the Mutual's insurance for the policy period of December 1, 2017 to November 30, 2018, provided by DLD Insurance Brokers, Inc.

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

Property coverage premium for this renewal period has decreased by 8.6% while keeping the terms and conditions, including deductibles, the same due to the great strides made by GRF and the Mutuals to put loss control measures into place to mitigate future fire losses. Other coverages within the policy package show decreases as well over the 2016 / 2017 policy period, and the overall change for the 2017 / 2018 coverage period shows a *decrease* of 5.56% over the expiring policy. Premiums for the renewing coverage period listed by coverage type are shown in Exhibit A – 2017-2018 Premium Summaries for All Lines.

In addition, the renewing policy includes the renewal of a three-year term Pollution Policy, which expired in 2017. One third of the total premium of \$93,716 or \$31,239 will be recognized for the 2017 / 2018 policy period. The remaining two thirds of the premium will be recognized in 2019 and 2020.

The new master insurance policy proposal which includes one third of the total pollution policy premium to be recognized in the 2018 budget year totals \$1,987,831. Combined funds (Foundation and Mutuals), in the amount of \$2,353,160 were included in the respective 2018 operating budgets based upon estimates and assumptions made during the budget period. (Exhibit B).

At its meeting on November 20, 2017, the Finance Committee unanimously recommended the Board approve the contract for the placement of Property, Boiler and Machinery, Flood (excluding earthquake), General Liability and Automotive Liability Insurance with Philadelphia and the placement of Umbrella Liability, Forefront Portfolio (crime, fiduciary, kidnap, ransom, extortion and workplace violence), E&O, D&O/Employee Practices Liability and Cyber Liability Coverage and a three-year pollution policy with the recommended carriers through DLD Insurance Brokers, Inc. for the period of December 1, 2017 to November 30, 2018, for a total premium of \$1,987,831.

I move to approve the insurance proposal as submitted, in the amount of \$1,987,831, for the policy period of December 1, 2017 to November 30, 2018, which includes a three-year pollution policy and to authorize the President to sign the required renewal documents, per the insurance proposal dated November 6, 2017, as prepared and submitted by DLD Insurance Brokers, Inc.



2017-2018 Premium Summaries for All Lines:

Coverage	2016-2017 Expiring Premium	2017-2018 Renewal Premium	Differential	
Property	\$1,154,639	\$1,065,004	\$89,635 8.416% Decrease	
General Liability	\$358,269	\$350,478	\$7,791 2.223% Decrease	
Club Liability	Included in above	Included in above	Included in above	
Auto Liability	\$8,205	\$9,261	\$1,056 12.87% Increase	
Umbrella Liability	\$99,914	\$99,537	\$377 •378% Decrease	
Excess Umbrella	\$21,200	\$17,675	\$3,525 19.94% Decrease	
Pollution Liability	\$99,255 (for 3 year term)	93,716 (for 3 year term)	\$5,539 5.91% Decrease	
ForeFront	\$14,398	\$14,398	Flat	
GRF D&O/EPL	\$43,515 \$28,041 \$29,500 \$101,056	\$43,115 \$28,041 <u>\$29,500</u> \$100,656	\$400 Decease .4% Decrease	
Mutual's D&O/EPL	\$74,545 \$44,681 \$43,000 \$162,226	\$73,855 \$44,681 \$43,000 \$161,536	\$690 Decrease .4% Decrease	
Professional Liability / E&O	\$65,299	\$66,502	\$1,203 Increase 1.84% Increase	
GRF Cyber Liability	\$7,482	\$4,755	\$2,727 Decrease 40.3% Decrease	
Mutual's Cyber	yber \$7,224	\$4,313 \$2,911 Decrease 40.3% Decrease		
TOTAL (including all Taxes & Fees)	\$2,099,167	\$1,987,831	\$111,336 5.60% Decrease	

2017/2018 Insurance Premium Payments - Actual

		Total	Mutual	GRF
December 1		4 0 40 000 00		
Property Automotive Liability		1,046,983.00	973,513.00	
General Liability		9,261.00	-	9,261.00
General Liability		350,478.00	325,884.00	24,594.00
Total Property and Liability	100%	1,406,722.00	1,299,397.00	107,325.00
Amt Billed for 9 Months (Jan - Sep)	75%	1.055.044.00	074 547 05	20 100 75
Ant Billed for 9 Months (Jan - Sep)	75%	1,055,041.00	974,547.25	80,493.75
			1133500	1151000
Initial Payment - Prop & Liab (Dec)	25%	351,681.00	324,849.75	26,831.25
			1133500	1151000
Boiler & Machinery		18,021.00		19 021 00
Umbrella (Includes Excess Liability)		117,212.00		18,021.00 117,212.00
Forefront Security (GRF)		14,398.00		14,398.00
Directors & Officers Primary \$3M (GRF)		43,115.00		43,115.00
Excess D & O \$3M xs \$3M (GRF)		28,041.00		28,041.00
Excess D & O \$4M xs \$6M (GRF)		29,500.00		29,500.00
Cyber Liability (GRF)		4,755.00		4,755.00
Errors & Omissions (GRF)		66,502.00		66,502.00
Directors & Officers (Mutuals)		73,855.00	73,855.00	90,002.00
Excess D & O \$3M xs \$3M (Mutuals)		44,681.00	44,681.00	
Excess D & O \$4M xs \$6M (Mutuals)		43,000.00	43,000.00	
Cyber Liability (Mutuals)		4,313.00	4,313.00	
Subtotal (Initial Payment - Dec)	_	487,393.00	165,849.00	321,544.00
January Installment due in Dec				
Total Initial Payment Paid In Dec		839,074.00	490,698.75	348,375.25
			1133500	1151000
Annual Pollution - 3-yr prepaid exp 11/2	0	31,239.00		31,239.00
Total Prepaid Insurance initial balance		870,313.00	490,698.75	379,614.25
0			1133500	1151000
Service Fee				-
Grand Total Annual Insurance Premium	s [1,925,354.00	1,465,246.00	460,108.00
2018 Budget		2,353,160.00	1,764,140.76	589,019,24
Budget Variance		427,806.00	298,894.76	128,911.24



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

ARCHITECTURAL DESIGN & REVIEW (ADRC)/RECREATION COMMITTEES

JOINT REVIEW

SUBJECT:

CLUBHOUSE THREE, REVITALIZATION POSTPONEMENT

DATE:

NOVEMBER 13, 2017

CC:

FILE

During a review of Clubhouse Three by members of both ADRC and the Recreation Committees, to finilaze the scope of work under the Revitalization Project, a general consenus was reached to recommend to the Board postponement of the work. The request is being made to ensure that actions to revitalize Clubhouse Three are meeting current and future community needs and to allow time to research costs to bring in a professional space planner or architect.

I move to approve the postponement of the revitalization of Clubhouse Three and release the Clubhouse to reservations, for additional committee review and recommendation to the Board.

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

RANDY ANKENY, EXECUTIVE DIRECTOR & TERRY DELEON, RECREATION

DIRECTOR

SUBJECT:

RV LOT MORATORIUM ON NEW LEASES

DATE:

NOVEMBER 13, 2017

CC:

FILE

In review of RV Lot operations for the past five (5) months, a clear and present need exists to amend the lease agreement, as well as draft and approve required policies to govern lot usage.

Rather than release available spaces until the existing approved lease agreement is amended and the drafting of Lot use policies are completed and Board approved, a moratorium is requested on all new Lot leases. With the existing meeting calendar, estimated duration of the moratorium to facilitate all required actions is sixty (60) days.

I move to approve a moratorium on all new RV Lot leases until such time the Board approves an amended lease and RV Lot policies.

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

RANDY ANKENY, EXECUTIVE DIRECTOR & TERRY DELEON, RECREATION

DIRECTOR

SUBJECT:

CLUBHOUSE FOUR PARKING POLICY, REQUEST FOR VARIANCE

DATE:

NOVEMBER 13. 2017

CC:

FILE

Dependant of the Board's approved action to place a moratorium on the leasing on space within the RV Lot, action is now required to grant a varaince to policy to allow exisiting vehicles use for recreation who are on the waiting list as of November 28, 2017, a variance to 1927-37 Parking Rules for Trust Property, section 4.3. Allowing permitted parking as evidenced by a special parking permit issued by the Recreation Department and on file with the Secuty Department, until Feburay 4, 2018 (date estimated all required actions to amend the RV Lot lease and approve lot use Policies), or upon a sooner date with Board resolution.

Note: the variance to Policy is specific only to the duration of parking at the Clubhouse Four location, all other policy conditions and restrictions shall remain in effect.

I move to approve a temporary variance to Policy 1927-37, Parking Rules for Trust Property, section 4.3, for any Vehicle Used for Recreation on the approved RV Lot wating list as of November 28, 2017, until Feburary 4, 2018, or sooner based upon Board resolution. Any Vehicle Used for Recreation under the Policy variance must display the approved special pass issued by the Recreation Department. Any violations to Policy 1927-37 will result in the revocation of the duration variance and the Vehicle Used for Recreation will be required to be removed under terms of Policy 1927-37.

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Golden Rain Foundation Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

LINDA STONE, PRESIDENT

SUBJECT:

COMMITTEE APPOINTMENT

DATE:

NOVEMBER 28, 2017

CC:

FILE

The GRF President received and accepted the resignation of RV Lot Ad hoc Committee chair and member Carole Damoci on November 16, 2017.

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

I move to approve the appointment of Leah Perrotti to the RV Lot Ad hoc Committee.

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Golden Rain Foundation Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

ARCHITECTURAL DESIGN REVIEW COMMITTEE

SUBJECT:

FUNDING REQUEST, CLUBHOUSE 4, EXTERIOR BUILDING

IMPROVEMENTS

DATE:

NOVEMBER 13, 2017

CC:

FILE

At the November 13, 2013 meeting of ADRC, the committee reviewed the exterior of Clubhouse Four and has determined actions are required to enhance the general appearance of the exterior.

The Committee respectfully requests funding non-budgeted operations, from CC54, in an amount of \$15,000, to facilitate improvements, including but not limited to:

- Exterior lighting
- Landscape improvement

I move to approve non-budgeted Operating funds, cost center 54, in an amount not to exceed \$15,000, for exterior improvements including but not limited to:

- Exterior lighting
- Landscape improvement

All materials are to be approved by the Architectural Design Review Committee.

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

ARCHITECTURAL DESIGN & REVIEW COMMITTEE

SUBJECT:

CLUBHOUSE FOUR FLAG POLE

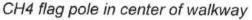
DATE:

NOVEMBER 13, 2017

CC:

FILE

At the November 13, 2017 meeting of ADRC, the Committee reviewed the exterior of Clubhouse Four and noted the location of the flag pole is in a direct line of passage, which can be further compromised when the parking of golf carts or scooters are near the pole.





Based upon reports of Shareholders bumping into the pole, the Committee recommends removal of the pole. This requested action is not taken easily, as the flag of the United States is the emblem of our national identity.

It is important to note that less than 150 feet from this location is the US Flag, surrounded by our armed forces flags. This location proudly embodies our nation and those who have served and are serving to protect our nation.



Relocation of the Clubhouse Four flag pole is not an option, as the existing pole is embedded in the concrete walkway.

Removal is to be performed by Service Maintenance, cost estimated at six (6) staff hours, and \$25 in materials to fill the hole in the walkway.

If replaced in an alternate location, a new 30 foot aluminum flag pole installed is estimated at \$5,000-7,500 (cost contingent on quality and features).

I move to approve the removal of the flag pole at Clubhouse Four.



Foundation Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

COMMUNICATIONS COMMITTEE

SUBJECT:

RESCIND POLICY 2840.03-36, DELIVERY AND SUBSCRIPTIONS

DATE:

NOVEMBER 9, 2017

At its meeting on November 9, 2017, the Communications Committee moved to rescind Policy 2840.03-36, Delivery and Subscriptions; required terms and conditions are included in the annual budget and budget assumptions.

I move to rescind Policy 2840.03-36, Delivery and Subscriptions.

ADMINISTRATION

NEWSPAPER SERVICES

Delivery and Subscriptions

The Golden Rain *NEWS* (*News*) is delivered weekly to each unit. Bulk quantities are delivered to Golden Rain Foundation (GRF) offices, Clubhouses, Health Care Center, etc. and nearby business establishments.

Policy

Adopted: 20 Feb 73
Amended: 18 Sep 79
Amended: 21 Feb 84
Amended: 15 Sep 87
Amended: 15 Jan 91
Amended: 26 Jan 16

GOLDEN RAIN FOUNDATION Seal Beach, California







BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

EXECUTIVE COMMITTEE (DB)

SUBJECT:

AMEND POLICY 5025-30, ELECTION PROCEDURES

DATE:

NOVEMBER 13, 2017

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

Seven changes are recommended to improve clarification of GRF election procedures:

- 1) Amend the header of the Policy pages to read "GRF" Election Procedures,
- Amend candidate eligibility and qualifications to encompass fines or fees set forth in both the GRF By-laws OR policies,
- Update photo identification card to GRF identification card,
- Clarify that write-in nominations are prohibited,
- Update the campaign cycle to end with the closing of the polls,
- Amend approval of the elections materials and process to be the responsibility of the GRF Board, and
- Remove the election process paragraph indicating that the GRF will conduct elections nor appoint in-house inspector(s) if it does not contract with an election services vendor.

At its meeting on November 13, the Executive Committee unanimously recommended the Board approve these amendments.

I move to amend Policy 5025-30, Election Procedures, to amend the policy name, add fines and fines set forth in GRF Policies (regarding candidate eligibility and qualifications), update identification required upon candidate application, clarify that write-in nominations are prohibited, update the

campaign cycle end date, amend responsibility responsible for approving GRF election materials and process and remove the section indicating that the GRF will conduct elections or appoint inhouse inspector(s) if it does not contract with an election services vendor.

GRF Election Procedures

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

1. Elections

a. Annual Election

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

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

b. Special Elections

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

Voting

a. Qualification for Voting

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

b. Cumulative Voting

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

3. Candidates

Candidate Eligibility and Qualifications

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

Page 1 of 7

GRF Election Procedures

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

b. Candidate Application Materials

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

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

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

c. Candidate Eligibility Disclaimer

Refer to GRF by-laws, Article Six, Section 1. Candidates shall complete an Eligibility Disclaimer to set forth that they are qualified to serve on the GRF Board of Directors.

d. Candidate Statement

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

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

e. Notification of Nominations for Election of Directors

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

f. Self-Nomination by Members

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

GRF Election Procedures

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

- All candidates shall be provided candidate instructions upon submitting their name for nomination.
- g. A Mutual BOD may appoint a nominating committee for the purpose of recommending a candidate for the election. Any candidates who are recommended by their Mutual BOD or nominating committee will be given candidate instructions by the Stock Transfer Office.
- Nominations from the floor or write-ins.

Nominations from the floor or write-ins are prohibited.

Campaign Cycle

The campaign cycle shall begin mid-April and end mid-May with the closing of the polls.

- Equal Access to GRF Media
 - Candidates and other members advocating a point of view for purposes reasonably related to the election shall be provided a one-time access to the GRF's website (LWSB website) during the campaign cycle as follows:
 - A) Submissions shall be posted on the election bulletin board on the LWSB website during the campaign cycle.
 - B) Submissions shall be limited to 300 words, and shall not contain disparaging or defamatory content.
 - C) One submission shall be accepted from each candidate for posting on the LWSB website.
 - 2) Candidates and other members advocating a point of view for purposes reasonably related to the election may purchase, subject to space availability and advertising guidelines established by the News Office, a maximum of a half-page of space in an edition of the Community newspaper at regular advertising rates during the campaign cycle. No other access to the Community newspaper will be granted.
 - Equal access to clubhouses shall be provided at no cost to all candidates, including those who are not incumbents, and to all members advocating a

Page 3 of 7

GRF Election Procedures

point of view for purposes reasonably related to the election. The clubhouses are subject to availability by reservation only on a first-come, first-serve basis.

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

7) Provision of Mailing Labels

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

8) Non-Responsibility for Statements and Actions

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

4. Election Meetings

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

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

5. Election Process

GRF Election Procedures

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

6. Election Materials

Ballot Packet

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

b. Secret Ballots Returned By Mail

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

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

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

1) If a mail-in secret ballot is compromised or improperly sealed or addressed, or

GRF Election Procedures

has any identifying marks, it will be invalidated by the Inspector(s) of the Election.

7. Inspector(s) of the Election

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

Observers of the Election

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

GRF Election Procedures

9. Ballot Retention

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

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

Policy

Adopted: 15 Jun 76 Amended: 20 Aug 96 Amended: 19 Aug 97 Amended: 15 Sept 09 Amended: 15 Feb 11 Amended: 24 Feb 15 Amended: 23 Feb 16 Amended: 27 Dec 16

Reviewed: 12 May 17

Amended:

GOLDEN RAIN FOUNDATION Seal Beach, California

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Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

EXECUTIVE COMMITTEE

SUBJECT:

ESTABLISHMENT OF EMERGENCY OPERATIONS CENTER

DATE:

NOVEMBER 13, 2017

CC:

FILE

At the November 13, 2013 meeting of the Executive Committee, the Committee reviewed staff request for funding to use available space at the upper level of the Amphitheater adjacent to the Radio Club room to create a GRF Emergency Operations Center (EOC). An EOC is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management or disaster management functions at a strategic level during an emergency, with a general mission to ensure continuity of operations and recovery.

An EOC would provide the centralized point to facilitate the stabilization of an incident and provide:

- Workspace or facilities for incident management staff
- Media briefing center
- · Systems and communications equipment

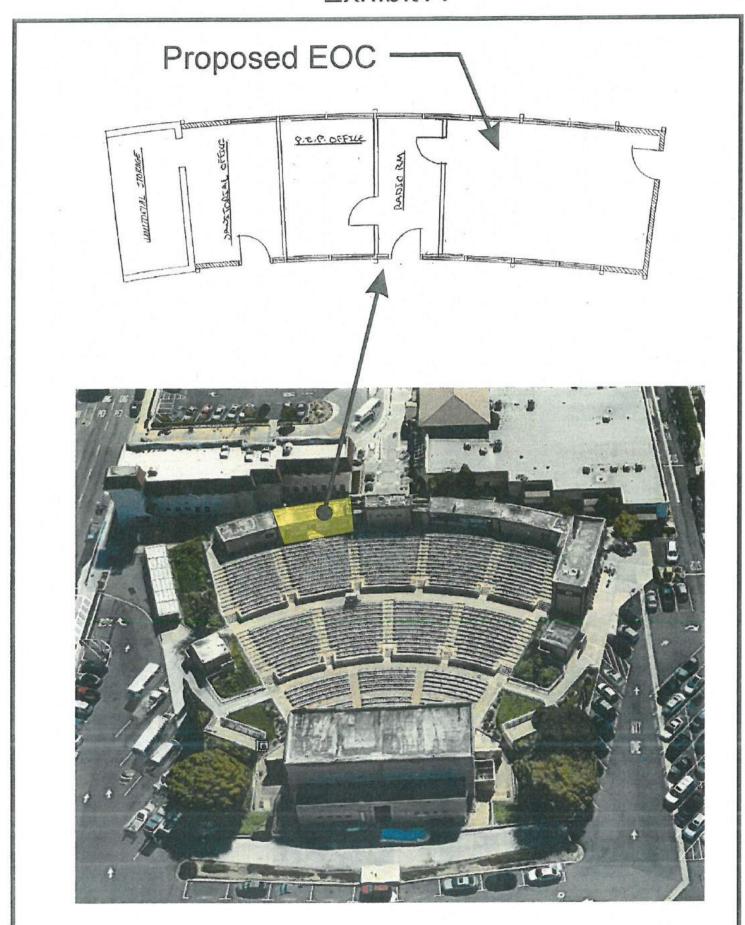
The Committee respectfully requests Board consideration into the allocation of space at the upper level of the Amphitheater (Exhibit A) to create an EOC and non-budgeted funds from CC22, in an amount not to exceed \$5,000, for the purchase of equipment including, but not limited to:

- Folding tables and chairs
- White Board
- Wall Map
- Monitors
- Computers
- Shatterproof window coverings

At the November 20, 2017 meeting of the Finance Committee, the Committee determined sufficient operational funds are available.

I move to approve the allocation of Trust Property, identified as the room in the upper section of the Amphitheater adjacent to the Radio Club, for the establishment of an Emergency Operations Center (EOC), and authorize the Executive Director to purchase general supplies and equipment for the EOC, in an amount of \$5,000, non-budgeted Operating funds, cost center 22.

Exhibit A



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Golden Rain Foundation

Leisure World, Seal Beach

GRF BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

GRF EXECUTIVE COMMITTEE AND GRF FINANCE COMMITTEE

SUBJECT:

EMPLOYEE HOLIDAY INCENTIVE/EMPLOYEE HOLIDAY LUNCHEONS

DATE:

NOVEMBER 28, 2017

CC:

RANDY ANKENY, EXECUTIVE DIRECTOR

At its regularly scheduled meeting on November 13, the Executive Committee discussed the provision of a holiday bonus for GRF employees.

The Foundation has been able to achieve a savings in its budgeted costs for labor expense for 2017 of \$351,472.00, as of November.

In recognition of the contributions its employees make to the Leisure World community, a recommendation was made to purchase gift cards, from Ralph's, in the amount of \$50, for each regular part-time and regular full-time employee, for a total cost not to exceed \$11,600.

Additionally, a recommendation was made for providing a Holiday Luncheon for all full-time and part-time GRF employees, for a total cost not to exceed \$2,320.

At its regularly scheduled meeting on November 20, the Finance Committee approved funding for holiday gift cards, in an amount not to exceed \$11,600, and funding for a holiday meal, in an amount not to exceed \$2,320 ,from non-budgeted operating funds for 2017.

Gift Card Summary:

DEPARTMENT NAME	COST CENTER	# OF EMPLOYEES	CC TOTAL
HUMAN RESOURCES	20	3	\$ 150.00
ADMINISTRATION	30	4	\$ 200.00
FINANCE	31	10	\$ 500.00
PURCHASING	32	4	\$ 200.00
STOCK TRANSFER	33	4	\$ 200.00
INFORMATION TECHNOLOGY SERVICES	34	2	\$ 100.00
LIBRARY	35	9	\$ 450.00
NEWS	36	8	\$ 400.00
SECURITY	37	73	\$ 3,650.00

TOTAL		232	\$ 11,600.00
MUTUAL ADMINISTRATION	MAC	7	\$ 350.00
SERVICE MAINTENANCE-ADMIN	75	4	\$ 200.00
SERVICE MAINTENANCE	74	34	\$ 1,700.00
PHYSICAL PROPERTY	70	17	\$ 850.00
EXERCISE ROOM	55	6	\$ 300.00
SWIMMING POOL	48	6	\$ 300.00
GOLF COURSE	46	5	\$ 250.00
COPY & SUPPLY	44	2	\$ 100.00
COMMUNITY FACILITIES	40	8	\$ 400.00
TRANSPORTATION	38	26	\$ 1,300.00

I MOVE that the GRF Board of Directors approve funding for the employee holiday bonus of a \$50 gift card, for all Full-Time and Part-Time GRF employees, in an amount not to exceed \$11,600.00, and to approve funding for a holiday meal for all GRF full-time and part-time employees, in an amount not to exceed \$2,320.00, funding from non-budgeted Operating funds for 2017.



Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

FINANCE COMMITTEE

SUBJECT:

ACCEPTANCE OF THE OCTOBER FINANCIAL STATEMENTS

DATE:

NOVEMBER 20, 2017

CC:

FILE

At the regular meeting of the Finance Committee on November 20, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the October 2017 Financial Statements for audit.

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

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

Financial Recap - October 2017

As of the ten-month period ended October 2017, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$517,309.

Major variances are:

viajor variarioes are.	reported to the second second					
Salaries & Wages	146,988	Vacancies of key positions in Transportation, Phy Prop. & Service Maintenance.				
Employment Taxes & Benefits	204,483	P/R Taxes \$38K; Workers' Comp \$63K; Group Ins \$94K; 401(k) Match \$9K				
Temporary Agency Fees	(91,277)	Temps used to fill key vacant positions				
Legal/Litigation Fees	(56,617)	Excess litigation				
Property & Liability Insurance	39,544	Budget less than actual premiums				
Certificate Preparation Income	56,400	Escrow and transfers exceeds planned				
Rental Income - Resales	140,855	Unit sales exceeds planned				
News Advertising	(94,663)	Display (\$52K); Navigator (\$33K)				

	Fund Balance	Allocated For 2017 Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$9,432,435	\$2,977,418	\$6,455,017	9

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$1,591,055	\$290,018	\$1,301,037	11

Total approved unbudgeted operating expenses \$237,616

Page: 1

P.O. Box 2069 Seal Beach CA 90740

	Description		
	Current Assets:		
	Cash & cash equivalents	477.888	
1122000	Non-Restricted Funds	142,922	
	Receivables	656,831	
	Prepaid expenses	45,509	
	Inventory of maintenance supplies	459,759	
	Total Current Assets		1,782,909
	Designated deposits		
1211000	Contingency Operating Fund	F00 000	
1211000	Reserve Fund	500,000	
1212500	Capital Improvement Fund-GRF	9,432,435	
1213000	Liability Deductible & Hazard Fund	1,591,055	
1210000	Elability Deductible & Flazard Fund	204,003	
	Total designated deposits		11,727,494
	Notes Receivable		
1411000	Notes Receivable	21,612	
	Total Notes Receivable		21,612
	Fixed Assets		
	Land, Building, Furniture & Equipment	34,047,120	
	Less: Accumulated Dep'n	(22,862,871)	
	Net Fixed Assets		11,184,249
	Other Assets		
			_
	Total Assets		24,716,263
	7.0000015766.2000万亿亿亿		24,710,203

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P.O. Box 2069 Seal Beach CA 90740

Current Liabilities:		Description		
Accounts payable Project Commitments Propeid Commitments Propeid Deposits Accrued payroll & payroll taxes Accrued property taxes Accrued property taxes Total Current Liabilities Equity Mutuals' Beneficial Interest Contingency Operating Reserve Equity 8,092,489 3310000 Reserve Equity 8,092,489 3310000 Reserve Equity 1,537,315 3310000 Reserve Equity 1,537,315 3310000 Reserve Equity 1,537,315 8,133,637 Total Mutuals' Beneficial Interest Reserve Equity 1,537,315 8,133,637 Total Mutuals' Beneficial Interest 18,263,441 Membership interest Membership interest Membership certificates of 844 shares @ \$200 par value, authorized, issued and outstanding Additional paid-in-capital Excess Income Current Year Total Excess Income Current Year Total Excess Income Current Year Total Excess Income (450,338) Net Stockholders' Equity 21,982,815		Liabilities & Equity		
Project Commitments		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	200 740	
Prepaid Deposits			10.000 E.M. (0.000 E.M.)	
Accrued payroll & payroll taxes 502,362 Accrued expenses 313,877 125,354				
Accrued expenses				
Accrued property taxes 125,354				
Total Current Liabilities 2,733,449 Total Liabilities 2,733,449 Equity Mutuals' Beneficial Interest Contingency Operating Reserve Equity 8,092,489 3212000 Reserve Equity 1,537,315 3394000 Capital Fund Equity 1,537,315 Beneficial Interest in Trust 8,133,637 Total Mutuals' Beneficial Interest Membership interest Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$200 par value, authorized, issued and outstanding Additional paid-in-capital 4,867,355 Total Paid-in-Capital 6,477,155 Excess Income Current Year (450,338) Total Excess Income (450,338) Dep'n & Amortization (2,307,443) Net Stockholders' Equity 2,733,449		Accrued property taxes		
Total Liabilities 2,733,449		Accided property taxes	11-11-11-11-11-11-11-11-11-11-11-11-11-	
Equity Mutuals' Beneficial Interest 500,000 8,092,489 3,537,315 3394000 Equity 1,537,315 8,133,637 Equity 1,537,315 Equity 1,609,800 Equity		Total Current Liabilites	2,733,449	
Mutuals' Beneficial Interest		Total Liabilities		2,733,449
Mutuals' Beneficial Interest				
S211000 Reserve Equity S00,000 Reserve Equity 8,092,489 1,537,315 8,133,637 S21000 Reserve Equity 1,537,315 8,133,637 S21000 Reserve Equity 1,537,315 8,133,637 S21000 Reserve Equity 1,537,315 Reneficial Interest in Trust Reneficial Interest Rembership 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 (450,338) Total Excess Income Current Year Current Year (450,338) Reserved Equity Reserved		Equity		
S212000 Reserve Equity 8,092,489 1,537,315 3394000 Capital Fund Equity 1,537,315 8,133,637 Total Mutuals' Beneficial Interest 18,263,441		Mutuals' Beneficial Interest		
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Beneficial Interest in Trust 8,133,637	3212000			
Total Mutuals' Beneficial Interest 18,263,441		Capital Fund Equity		
Membership interest Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding Additional paid-in-capital Excess Income Current Year Total Excess Income Current Year Total Excess Income Quarter & (450,338) Total Excess Income (2,307,443) Net Stockholders' Equity	3310000	Beneficial Interest in Trust	8,133,637	
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 (450,338) Total Excess Income Ourrent Year (450,338) Total Excess Income 10,2307,443) Net Stockholders' Equity 21,982,815		Total Mutuals' Beneficial Interest		18,263,441
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 (450,338) Total Excess Income Ourrent Year (450,338) Total Excess Income 10,2307,443) Net Stockholders' Equity 21,982,815		Mambarchin interest		
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 (450,338) Total Excess Income (450,338) 3920000 Dep'n & Amortization (2,307,443) Net Stockholders' Equity 21,982,815				
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 (450,338) Total Excess Income Open & Amortization (2,307,443) Net Stockholders' Equity		shares @ \$200 par value, and 5.764		
Issued and outstanding 1,609,800 Additional paid-in-capital 4,867,355 Total Paid-in-Capital 6,477,155 Excess Income (450,338) Total Excess Income (450,338) Total Excess Income (2,307,443) Net Stockholders' Equity 21,982,815		shares @ \$250 par value, authorized.		
Additional paid-in-capital Total Paid-in-Capital Excess Income Current Year Total Excess Income Current Year Total Excess Income (450,338) Dep'n & Amortization Net Stockholders' Equity A,867,355 6,477,155 (450,338) (450,338)			1,609,800	
Total Paid-in-Capital 6,477,155 Excess Income Current Year (450,338) Total Excess Income (450,338) Dep'n & Amortization (2,307,443) Net Stockholders' Equity		•		
Excess Income Current Year Total Excess Income (450,338) 1920000 Dep'n & Amortization Net Stockholders' Equity (450,338) 21,982,815		Additional paid-in-capital	4,867,355	
Current Year (450,338) Total Excess Income (450,338) 3920000 Dep'n & Amortization (2,307,443) Net Stockholders' Equity 21,982,815		Total Paid-in-Capital		6,477,155
Total Excess Income (450,338) 3920000 Dep'n & Amortization (2,307,443) Net Stockholders' Equity 21,982,815		Excess Income		
3920000 Dep'n & Amortization (2,307,443) Net Stockholders' Equity 21,982,815		Current Year	(450,338)	
Net Stockholders' Equity		Total Excess Income		(450,338)
0.4.740.000	3920000	Dep'n & Amortization		(2,307,443)
Total Liabilities & Stockholders' Equity		Net Stockholders' Equity		21,982,815
Total Elabilities & Ottobiliologic E-fairly		Total Liabilities & Stockholders' Equity		24,716,263
		Total Elabilities & Otto Milolidolo Equity		

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

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 9/30/2017	500,000	9,486,237	1,536,975	204,003	278,712	12,005,927
Funded: Assessments Funded: Membership Fees collected (69) Funded: M17 Lease Fees collected (1) Funded: Interest on Funds Progress Payments on CIP Expenditures Commitments Replenish funds for Donated Assets Net Monthly Claims Disbursement to Mutuals Transfers between funds Interest Income Allocation Net Monthly Activity		95,833 89,873 73 4,004 (243,584)	89,873 73 (35,865)		(135,789)	95,833 179,745 145 4,004 - (279,449) - - - - - (135,789)
Balance 10/31/2017	500,000	9,432,435	1,591,055	204,003	142,922	11,870,416
Net Activity	-	(53,802)	54,080	-	(135,789)	(135,511)

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

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	620,810	417,138	203,672
Current Assets	13,510,403	13,292,855	217,548
Current Liabilities	2,733,449	2,226,099	507,350
Current Ratio	4.94	5.97	
Designated Deposits: Reserve Fund Liability & Disaster Insurance Fund Capital Improvement Fund Contingency Operating Fund	11,727,494	11,727,215	279

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,343,527	1,339,253	4,274	0.32
Expense	1,268,177	1,235,127	(33,050)	(2.68)
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	75,350	104,126	(28,776)	
Year To Date	Actual	Budget	Variance	%
Income	13,164,045	12,995,721	168,324	1.30
Expense	12,808,058	13,157,043	348,985	2.65
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	355,987	(161,322)	517,309	

Full T	ime Equivalents	
For the Month	Average YTD	Planned - 2017
161.19	155.17	161.92
101.10	100.11	

Page 5

2017 Reserve Expenditures

UTT RESERVE E	Expenditures		Delay	Current	Other	Total	Prior	YTD EXP	ENDITURE	S	TTD	2017
Cost		2017	Prior	- and section in the section of	Adjustments	Projects	Expenditures	Jan-Sept	Oct	Total	Expenditures	Allocated Fun
37 37 31 W		Reserve Study	Approved	Approved	Adjustments	6.200	5.580	620		620	6,200	
enter Descri	ement of AC Unit - Admin. Building (774-15) (Completed as 3/13/17)	-	6,200			92,151	5,500	74.110	10.088	84,198	84,198	7,95
Control of the State of State	a 11 First Class Improvement, Singappe & STOCK TRADSTEL 1802-171	-		92,151		6,200		6.200		6,200	6,200	
30 Admins	ement of HVAC Unit - Admin. Building Conference Room A (818-17) (Completed as 10/10/17)	-		6,200	1	6,200		0,200				
30 Replace	ement of HVAC Unit - Admin, Building Contents to the Continue of HVAC Unit - Admin, Building Contents to the Continue of the C	- 1	3,300		(3,300)							3,5
34 St. And	drews & North Gate Server Replacements (Incl. 10% contingency)		3,584			3,584		3.800		3.800	3,800	5,0
35 Replac	be Interior Light Fixtures (2016 RS not started)			8,800		8,800		3,000		0,000		
35 Tree R	removal and Re-landscaping of Area (813-17)	-	20,478		(20,478)			1.285	5.593	6.877	6,877	
37 Replac	ce Lighting Signage (2016 RS not started)			6,892		6,892		2.694	5,595	2.694	2.694	
37 Replac	cement of Coin Counter Machine			2,700	(6)	2,694				7 865	7.865	
44 Faulon	ment Replacement- Trifold Machine			7,865		7,865			7,865	7,000	1,000	8
46 Reniar	cement of Bridge Hand Railing (827-17)			8,927		8,927						4.
46 Replac	cement of Rubber Walkway (829-17)	0.00	4 505			4,505						
48 Paint E	Exterior Flatwork (2016 RS not started)		12.287		(12,287)							
48 Replac	ce Water Storage Tanks (2016 RS not started)		28.055		(28,055)							3.
48 Replac	ce Solar Panels (2016 RS not started)	of Company	20,000	8,000	(8-12-27)	8.000	-	4,259		4,259	4,259	
48 Replac	ce Swimming Pool Deck Furniture	Carlotte of the second		2,000	(114)	1,886		1,886		1,886	1,886	
48 Replac	cement of wood shop band saw			2,000	(114)	1.886		1,886		1,886	1,886	
	cement of wood shop band saw			2,000	(20,000)	105,562	31,669	73,893		73,893	105,562	
52 Replac	r Pump Replacement (776-16) (Completed as 7/28/17)		125,562		(20,000)	100,002						
	r Pump Replacement (776-15) (Completed 43 726 7)	400,000			(44.400)	100				2		
52 Clubho	ouse Upgrades		14,130		(14,130)					-		
	Wood Siding & Trim (2016 RS not started)		25,393		(25,393)	45.000						15
53 Paint I	Interior Flatwork (2016 RS not started)			15,000		15,000				11-2	-	
53 Room	Nine Roof Replacement (826-17)		4,352		(4,352)	*	10 7 10	134.719	****	134,719	181,267	
54 Replac	ice New Water Heater (2016 RS not started)		198,703		(17,436)		46,548	134,719	18.450	18 450	18 450	2
54 Clubba	ouse Upgrades (773-16) (Completed as 10/10/17)		14,079	6,421		20,500			10,400	288	6.375	
56 Paint	Exterior Ironwork & Flatwork (822-17)		6,375			6,375	6,088	288		6,099	6.099	
	us (220 40) (Completed as 3/13/17)		12/2020	8.000	(1,901)	6,099		6,099		6,099	0,055	
56 Concr	rete replacement. West end alongside ambulance driver office (808-17) (Completed as 7720-77)		11,724		(11,724)						44,108	
Contract the second section of the second	- Ct 1 2016 BC not started)	1-49-17	42,000	W-1	2.108	44,108	12,639	31,469		31,469	10.916	4
74 Dools	rement of Wood Shop equipment & Electrical panel (799-16) (Completed as 7/28/17)	3	42,000	15,000		15,000		10,916		10,916	- PATE 1500	Market St.
74 Storag	ge Improvements- work benches, storage racks, cabinets			1.000.000		1.000.000		10,815	50,104	60,919	60,919	
70 Clubb	rouse 1 2 3 6 Revitalization Project (830-17)		2.560	1,000,000		2 560						10
79 Repai	ir Concrete and Wood Shoreline at Pond (2016 RS not started)		10.239			10.239				-		
79 Repai	rbish Golf Course Greens (2016 RS not started)					10.239						10
79 Refur	munity Landscape Remodel (2016 RS not started)		10,239			25 598				-		25
79 Comm	munity Concrete Flatwork (2016 RS not started)		25,598			38.038						38
79 Comn	munity Concrete Platwork (2016 RS not started) munity Asphalt Seal Coat- Parking Lots (2016 RS not started)		38,038			51,195					4	51
79 Comm	munity Asphalt Seal Coat-Street Phase 4 (2016 RS not started)		51,195			163,270					163,270	
79 Comm	munity Asphalt Seal Coat-Street Priase 4 (2016 No 1615)		163,270					6.605		8,605	161,993	37
79 Main	Gate Beautification - Globe (730-15B)	-	201,000		(2,000)			1,000		1.000		
79 Globe	e - Replacement of Continents (730-15B) (Transfer funds to Globe lighting design)			2,000		2,000		1,000			155,753	
79 Globe	e Lighting Design (730-15B) (Transfer funding from Globe project 730-15B)		350,000		(194,247)			THE RESERVE THE PARTY OF THE PA			478,230	
79 Perim	neter wall sections B (591-01B-B) (Completed as 1/12/17)	-	494,000		(15,770)						78.323	
79 Perin	neter wall sections A (591-01B-A) (Completed as 1/12/17)		542,289		107,711					3.870		
79 Perin	neter wall sections J & K (591-018-JK)		50,000	2,808	E	52,808		3,870	0.740	233.334		
79 St At	ndrews Gate Improvements (723-14)		900,000			900,000	628,042	230,586	2,748	10 644	_ ~ 75531333	
		-	10,249		395			10,644		5.755		
			600,000			600,000		270,212		270,212		
70 Oteno	at Daving Project, Phase one (Cedar Crest, Knollwood, Fairfield Prestwick, Shawneen, 1	600,000		581,635	(11)	581,639	-		100,128	100,128	* WEDILEN	Annual Control of the
THE PROPERTY	as Design Droject Dhase two / St Andrews Drive (1830-17)	229.000	-	158,577		158,577	7 -	35,801	16,714	52,515		the second secon
70 Main	Gate Entrance, Landscape and Hardscape Improvements (825-17)	229,000		36.000		36,000			31,895	31,895		
			1 - 2	237.800		237,800		3,800		3,800	3,800	
79 Repl	pliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (738-15)			2.875		2.875		4		-		
79 Com	npliance with Callionia Maridal of Children					5,919,964		927,456	243,584	1,171,040	2,942,547	2,97
79 Paint	ating St. Andrews and North Gate buildings	1,229,000	3,969,404	2,211,65	(201,094	71 3,310,30	1,1.1,001					

Description Barcode label printer	Prior Approved	2017 Budget	Additional	Other Adjustments	Projects	Expenditures	Jan-Sept	Oct	Total	Expenditures	Funds
	The second second second second		Approved	Aujustinents	Liolecta	Expenditures	anii ach.				1.000
	1.000			1	1,000	-	-			10.970	1,00
	1,000		20,600	(9,630)	10,970		10,610	360	10,970 3,769	3,769	
Barcode label printer Purchasing Office Improvements (805-17) (Completed as 7/28/17)- Remaining 10% balance due \$360 to Greenwood			1,500	2,269	3,769	-	3,769	0.700		3,786	- 1
Purchase 1 GEM Vehicle			3,800		3,800		-	3,786	3,786	11.257	
Bealess Bernyding Secretaries Work Station	44,000			(32,743)	11,257		11,257		11,257	183.017	34,98
CH4 Technology Enhancements (773-16T) (Completed as 7/28/17)	183.017			34,983	218,000	183,017	-		45.000	72,981	44.0
Jenark System (5000-14 J)	67.000		50.000	- Alliente	117,000	57,644	15,338		15,338	16.341	44,0
Axxenon System (5000-14 A)	13,000			3,341	16,341	63	10,389	5,890	16,279		
Surveillance Cameras	22.000			(22,000)							2.0
					2,000				-		11.1
and the state of t	Access to the second		28 000		28,000		14,978	1,912	Contract of the particular		and the same of the same of
BVI of General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17)					28,085		-				28,0
RV Lot Electrical Upgrade- 400 amps (837-17)					25,000		1 -				25,0
No Literatura replace/enhance or modify			the second secon	(321)	679		679		Control of the Control		
Post Freedon Units					679		679		Annal annual in the Annal Annal Annal Annal Annal Annal Annal Anna		
			1,000	(02.7)			9,250	3,000	12,250	12,250	1.5
Dust Extraction Units CN2 Outdoor Multi-Use Area (785-16)	A STATE OF THE PARTY OF THE PAR	250 200		(250,000)	The comment of the Park Table 198		-		- 1	- 1	
Develop recessing CT Output Mail Output Ma		250,000	7.000				4,644		4.644	4,644	
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Clubhouse Griddle Electrical Opgrade (612-17) (Griphouses, Tonjany Area (834-17)	And the second second second second		8,000	/2 000)	A September 1997 (September 1997)		14.971		14,971		
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Clubhouse Upgrades (7/3-10) (Completed as 1/30/17)				(930)						39,058	
Building 5 first floor remodel- Design (1) (Completed as 4/20/17)	39,058			(00.000)	100000000000000000000000000000000000000	The second secon		3 002	4.251	4,251	5,
Conference Room B Remodel (7/2-16) (Completed as 4/2-16)			10,000			The second secon					
		25,000		(25,000)	-						
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Relocation Project- Distribution relocated to Building 3, would be stated to Building 4, building 4			20,862				0.75 8.75 1.75			18,102	1,
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Purchase 1 GEM Vehicle	-		2,694		and the second second second			2,351	2,001		1
Purchase Trailer for Kubota Backhoe (824-17)	6,000					The second secon			5 451	60 103	
Landscape CH3 Library Patio	70,000			(9,897				4.050		The second secon	11
Resales Office Remodel (725-14) (Completed as 3/13/17)	28.143				100000000000000000000000000000000000000			4,650			
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4 1700 16) (Completed 38 9 27 17)				(550		A American State of the Control of t			Annual Control of the	and the same of th	
Sidewalk addition at Medical Center Building to Conference KM B (784-16) (Completed as 5715/17)		-									Cities
Red Curb Paview Study (796-16) (Completed as 9.27.17)				T.						Charles and the Carlo Control of the	
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Lingrade 1.8 acres for Rolling Thunder Golf Cart Club (806-17)			2 200		2,200						a la company of the latest and the l
Cantrol Evaluation at Oakmont/St. Andrews & Interlacher/St. Andrews (607-17) (Completed as 1					24,513	3 -	and the same of th			The second secon	
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Considers with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (738-15)							1,635		1,635	1,635	
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1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Jisual Display Solutions Sound Proofing Panels @ Main Gate Lobby AV Lot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17) AV Lot Electrical Upgrade - 400 amps (837-17) Pool Area Planning- replace/enhance or modify Dust Extraction Units Dust Extraction Uni	Jissual Display Solutions Sound Proofing Panels & Main Gate Lobby VLot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17) VLot Electrical Uggrade- 400 amps (837-17) Sool Area Planning- replace/enhance or modify Dust Extraction Units Dust Extraction Units Dust Extraction Units Develop redesign CH2 Outdoor Multi-Use Area (785-18) Clubhouse Interior Improvements (Multipurpose Court) Clubhouse Griddle Electrical Upgrade (812-17) (Completed as 7/28/17) Clubhouse Griddle Electrical Upgrade (812-17) (Completed as 7/28/17) Clubhouse Units Develop grades (773-16) (Completed as 10/10/17) Replace Landscaping adjacent to Clubhouse-Topiary Area (834-17) Clubhouse Upgrades (773-16) (Completed as 10/10/17) Building 5 first floor remodel- Design (765-16) (Completed as 8/30/17) Clubhouse Grown B Remodel (772-16) (Completed as 8/30/17) Building 5 first floor remodel- Relocate Recreation Offices (831-17) Add Purchasing Sales Center Relocation Project- Distribution relocated to Building 5, Modify Stock Transfer, Install sound suppression Conf. RM B&C (816-17) Install 2 Fixed Wall Systems Install Ramp on East End Purchase 1 GEM Vehicle Purchase 1 railer for Kubola Backhoe (824-17) Landscape CH3 Library Patio Resales Office Remodel (725-14) (Completed as 9.27.17) Resales Office Remodel (726-14) (Completed as 9.27.17) Resales Office Remodel (726-15) (Completed as 9.27.17) Resald Curb Review Study (796-16) (Completed as 9.27.17) Sidewalk addition at Medical Center Building to Conference RM B (784-16) (Completed as 3/3/17) Assau Drive Landscaping (797-16) (Completed as 9.27.17) Conduct Traffic Control Evaluation at Oakmont/St. Andrews 8 Interlachen/St. Andrews (807-17) (Completed as 9.27.17) Conduct Traffic Control Evaluation at Oakmont/St. Andrews 8 Interlachen/St. Andrews (807-17) (Completed as 9.27.17) Conduct Traffic Control Evaluation at Oakmont/St. Andrews 8 Interlachen/St. Andrews (807-17) (Completed as 9.27.17) Conduct Traffic Control Evaluation at Oakmont/St. Andrews 8 Interl	Jissual Display Solutions Sound Proofing Panels (@ Main Gate Lobby RV Lot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17) RV Lot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17) Pool Area Planning- replace/enhance or modify Dust Extraction Units Develop redesign CH2 Outdoor Multi-Use Area (785-16) Clubhouse Interior Improvements (Multipurpose Court)		Instal a Display Solutions 2,000 28,000 28,000 28,000 28,000 28,000 28,000 28,000 28,000 28,005				Justical Display Solutions 2,000 2,000 1,978 1,912	State Display Solutions 2,000 2,000 2,000 14,978 1,912 16,890 1,900 14,978 1,912 16,890 1,900 14,978 1,912 16,890 1,90	State Color State Color State Color State Color State Color State Stat



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

FINANCE COMMITTEE (CM)

SUBJECT:

FRIENDS OF THE LW LIBRARY LEASE RENEWAL

DATE:

NOVEMBER 20, 2017

CC:

FILE

At the regularly scheduled meeting of the Finance Committee on November 20, 2017, the Committee recommended the Golden Rain Foundation Board of Directors renew the Friends of the Leisure World Library lease, expiring on December 31, 2017, for a oneyear term commencing on January 1, 2018 and expiring on December 31, 2018, at the annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted (Exhibit A).

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

LEASE AGREEMENT - FRIENDS OF THE LIBRARY CLUB

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This Agreement is made on January 31st, 20____("Agreement"), between GOLDEN RAIN FOUNDATION, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and FRIENDS OF THE LEISURE WORLD LIBRARY, 2300 North Gate Road, Seal Beach, California 90740, a California nonprofit public benefit corporation (hereinafter referred to as "FRIENDS"), who agree as follows:

1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consist of a building, consisting of 1,150 square feet located at 2300 North Gate Road, (hereinafter the "Premises") Seal Beach, California 90740.
- b. FRIENDS is willing to lease the building from GRF pursuant to the provisions stated in this Agreement.
- c. CLUB has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 31st, 20____, and shall expire December 31st, 20____. GRF may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

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

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

4. USAGE

FRIENDS wishes to leas this space for purposes of operating the FRIENDS Book Store and reading room; provide volunteers to staff the corporation's activities; schedule, obtain speakers and publicize the meetings and programs of the corporation; manage the fostering of librarian education, stimulate persons and organization to make gifts, bequests, and other provision of funds to operate the corporation, engage in any other activities which further the purposes of the corporation.

FRIENDS' use of the Premises as provided in this Agreement shall be in accordance with the following:

Page 1 of 6

LEASE AGREEMENT – FRIENDS OF THE LIBRARY CLUB

- a. FRIENDS shall comply with Golden Rain Foundation's policies and procedures ______
- b. FRIENDS shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- c. FRIENDS shall comply with the FRIENDS' Bylaws and Articles of Incorporation attached to this Agreement and shall include a resolution from the Friend's Board of Director's.
- d. FRIENDS shall comply with all of the regulations and rules of FRIENDS' use of the Premises including, without limitation, the obligation at FRIENDS' cost to alter, maintain the alterations or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the Premises during the term.
- e. FRIENDS shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property, or in any manner that violates the law.
- f. FRIENDS shall procure any and all permits required by law to operate the business of FRIENDS at the Premises.

MAINTENANCE

GRF shall provide janitorial and gardening services and maintain, in good condition, all portions of the Premises, including without limitation, the roof and any personal property and improvements of FRIENDS currently located on the Premises.

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

6. UTILITIES AND SERVICES

GRF will pay for all heat, light, power, all other utilities, telephone bill and telephone equipment. GRF states that said Premises, and every part thereof, and

Page 2 of 6

LEASE AGREEMENT – FRIENDS OF THE LIBRARY CLUB

all inside and outside tile, window and other structural glass and other glazing, electric, plumbing heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are at the date hereof in good order, condition and repair.

7. INDEMNITY AND INSURANCE

CLUB must carry a minimum of \$300,000.00 of Liability Insurance at all times while this Agreement is in effect and name GRF as an additional insured. Any FRIENDS' activities which require special insurance not mentioned herein will be maintained by FRIENDS. Proof of such insurance shall be provided annually to GRF.

ASSIGNMENT

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

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

No interest of FRIENDS in this Agreement shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

- a. If FRIENDS is, or becomes, bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which FRIENDS is the bankrupt;
- b. If a writ of attachment or execution is levied on this lease;
- If, in any proceeding or action in which FRIENDS is a party, a receiver is appointed with authority to take possession of the property;

An involuntary assignment shall constitute a default by FRIENDS 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 FRIENDS.

9. DEFAULT

The occurrence of any of the following shall constitute a default by FRIENDS;

Page 3 of 6

EASE AGREEMENT – FRIENDS OF THE LIBRARY CLUB

a. Failure to pay rent when due;

b. Abandonment and vacating of the Premises for thirty (30) consecutive days:

c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to FRIENDS. If a default cannot reasonably be cured within thirty (30) days, FRIENDS shall not be in default of

c. this Agreement if FRIENDS commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice as given under this paragraph shall specify the alleged default in the applicable agreement provisions, and shall demand that the FRIENDS perform the provisions of this Agreement or pay the rent that is in arrears, as the case may be within the applicable period of time, or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

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

- a. GRF may at its option terminate this lease and FRIENDS' right to possession of the Premises at any time upon the giving or thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to FRIENDS shall terminate this Agreement. 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 Agreement shall not constitute a termination of FRIENDS' right to possession.
- c. GRF, at any GRF time after FRIENDS commits a default, can cure the default at FRIENDS' cost. If landlord at any time, by reason of FRIENDS' default, pays any sum or does any act that requires the payment of any sum, the sum paid by FRIENDS shall be due immediately from FRIENDS to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 Percent (10%) per annum from the date the sum is paid.

10. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether FRIENDS is complying with its obligations under the Agreement

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LEASE AGREEMENT – FRIENDS OF THE LIBRARY CLUB

11. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this Agreement. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

12. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by FRIENDS shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by FRIENDS 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 FRIENDS.

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

13. ATTORNEY'S FEES

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

14. ARBITRATION

All disputes arising between the parties related to the interpretation or breach of this Agreement shall be submitted to arbitration pursuant to the rules of the American Arbitration Association at Los Angeles, California. In the event of a dispute or contemplated dispute, the party desiring arbitration shall give notice of the desire to arbitrate said dispute to the other party.

LEASE AGREEMENT – FRIENDS OF THE LIBRARY CLUB

GOLDEN RAIN FOUNDATION

FRIENDS OF THE LEISURE WORLD LIBRARY

President (signature)	President (signature)	_
Print	Print	
Date	Date	_
Mailing Address	Mailing Address	
		_

Attachments:

- CLUB Bylaws
 CLUB Resolution

THIS

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Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

FINANCE COMMITTEE (CM)

SUBJECT:

GENEALOGY CLUB LEASE RENEWAL

DATE:

NOVEMBER 20, 2017

CC:

FILE

At the regularly scheduled meeting of the Finance Committee on November 20, 2017, the Committee recommended the Golden Rain Foundation Board of Directors renew the Genealogy Club lease expiring on December 31, 2017, for a one-year term commencing on January 1, 2018 and expiring on December 31, 2018, at the annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted. (Exhibit A)

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

Ala			
No.			

This lease agreement is made on January 31st, 20____, between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the LW Genealogy Club (hereinafter referred to as "CLUB") who agrees as follows:

1. OPENING CLAUSES:

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

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

2. TERM:

The term of this lease shall be one (1) year commencing January 31st, 20____, and shall expire December 31st, 20____. GRF may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES:

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

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

4. <u>USAGE:</u>

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

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

a.	CLUB or	r its members	shall not	operate as a	business	
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- b. CLUB and each of its members, guests and invitees shall comply with GRF policies and procedures at all times
- c. CLUB shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF

Page 1 of 6

insurance covering the premises.

- d. CLUB and each of its members and guests shall comply at all times with CLUB's Bylaws attached to this Agreement and shall include a resolution from the CLUB Board of Directors authorizing the President to sign this agreement.
- e. CLUB and each of its members and guests shall comply at all times with all of the GRF regulations and rules of CLUB's use of the Premises including, without limitation, the obligation at CLUB's cost to alter, maintain the alterations or restore the Premises in compliance and conformity with all GRF regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. CLUB shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. CLUB shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of CLUB's personal property and equipment stored at the Premises.

5. DISCLAIMER:

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

6. MAINTENANCE:

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

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

Page 2 of 6

alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility

7. UTILITIES AND SERVICES:

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

8. INDEMNITY & INSURANCE:

CLUB and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service; expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the CLUB's use or misuse (or the Board's approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the CLUB's use of the Premises.

CLUB must carry a minimum of \$300,000.00 of Liability Insurance at all times while this Agreement is in effect and name GRF as an additional insured. Any CLUB activity which may require special insurance notmentioned herein will be maintained by CLUB at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT:

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

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

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

10. DEFAULT:

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

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

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

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

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

11. RIGHT OF ENTRY:

In addition to normal operational of the facilities, including without limitation to perform maintenance or repairs as needed. GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether CLUB is complying with its obligations under the Agreement _____.

12. NOTICE:

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

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

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

13.WAIVER:

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

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

14.ATTORNEY'S FEES:

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

15. MISCELLANEOUS:

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

GOLDEN RAIN FOUNDATION

President (signature)	
Print	
Date	
Mailing Address	

GENEALOGY CLUB

Print	10	
Date		
Mailing Address		

Attachments:

- CLUB Bylaws
 CLUB Resolution

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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: FINANCE COMMITTEE (CM)

SUBJECT: GOLDEN AGE FOUNDATION LEASE RENEWAL

DATE: NOVEMBER 20, 2017

CC: FILE

At the regulaly scheduled meeting of the Finance Committee on November 20, 2017, the Committee recommended the Golden Rain Foundation Board of Directors renew the Golden Age Foundation lease expiring on December 31, 2017, for a one-year term commencing on January 1, 2018 and expiring on December 31, 2018, at the annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted (Exhibit A).

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

LEASE AGREEMENT - GOLDEN AGE FOUNDATION

	N.I.
	No.

This lease agreement is made on January 1st, 20____, between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Golden Age Foundation, a 501(c) 3 philanthropic organization (hereinafter referred to as "GOLDEN AGE") who agrees as follows:

1. OPENING CLAUSES

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

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

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 20____, and shall expire December 31st, 20____. GRF may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

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

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

4. USAGE

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

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

a.	GOLDEN	AGE o	or its	members	shall not	operate	as a	business	
w.	OCLULIA	,,0-		11101110010	0110111101	000.00		200111000	

b.	GOLDEN AGE and each of it	s members,	guests	and invitees	shall comply	
					Page 1 of	6

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LEASE AGREEMENT - GOLDEN AGE FOUNDATION

with GRF policies and procedures at all times

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

DISCLAIMER

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

6. MAINTENANCE

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

- a. GOLDEN AGE shall be liable for any damage to the Premises resulting from the acts or omissions of GOLDEN AGE, its members, guests or any of its authorized representatives
- b. GOLDEN AGE shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect within six (6) months before expiration of the term, to require GOLDEN AGE to remove any alteration that GOLDEN AGE has made to the Premises. If GRF so elects, GOLDEN AGE at its cost, shall restore the Premises to the

Page 2 of 6

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

original condition.

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

7. UTILITIES AND SERVICES

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

8. INDEMNITY & INSURANCE

GOLDEN AGE and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the GOLDEN AGE's use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the CLUB's use of the Premises.

CLUB must carry a minimum of \$300,000.00 of Liability Insurance at all times while this Agreement is in effect and name GRF as an additional insured.

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

9. ASSIGNMENT

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

Page 3 of 6

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

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

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

10.DEFAULT

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

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

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions, and shall demand that GOLDEN AGE perform the provisions of this Agreement, or surrender the Premises. No such notice shall

be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

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

- a. GRF may terminate this lease and GOLDEN AGE's right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to GOLDEN AGE shall terminate this Agreement.
- c. GRF, at any time after GOLDEN AGE commits a default, can cure the default at GOLDEN AGE's cost. If GRF at any time, by reason of GOLDEN AGE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GOLDEN AGE shall be due immediately from

Page 4 of 6

LEASE AGREEMENT - GOLDEN AGE FOUNDATION

GOLDEN AGE to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11.RIGHT OF ENTRY

In addition to normal operational of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether GOLDEN AGE is complying with its obligations under the Agreement _____

12. NOTICE

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

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

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

13. WAIVER

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

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

14. ATTORNEY'S FEES

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

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

15.MISCELLANEOUS

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

GOLDEN AGEFOUNDATION

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President (signature) Print Print Date Mailing Address President (signature) Print Mailing Address

Attachments:

- 1. CLUB Bylaws
- 2. CLUB Resolution

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Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

FINANCE COMMITTEE (CM)

SUBJECT:

HISTORICAL SOCIETY LEASE RENEWAL

DATE:

NOVEMBER 20, 2017

CC:

FILE

At the regularly scheduled meeting of the Finance Committee on November 20, 2017, the Committee recommended the Golden Rain Foundation Board of Directors renew the Historical Society lease expiring on December 31, 2017, for a one-year term commencing on January 1, 2018 and expiring on December 31, 2018, at the annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted (Exhibit A).

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

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This lease agreement is made on January 1st, 20____ ("Agreement), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Leisure World Historical Society, a 501(c) 3 educational organization (hereinafter referred to as "LWHS") who agrees as follows:

OPENING CLAUSES:

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

- GRF is the owner of the premises which consist of room A in Clubhouse One (1) building, consisting of 434 square feet located at 1880 Golden Rain Rd.(hereinafter the "Premises").
- b. LWHS is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- LWHS has examined the Premises and fully accepts its present condition.

2. TERM:

The term of this lease shall be one (1) year commencing January 1st, 20____, and shall expire December 31st, 20 . GRF may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES:

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

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

USAGE:

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

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

- a. LWHS or its members shall not operate as a business
- b. LWHS and each of its members, guests and invitees shall comply with GRF policies and procedures at all times
- LWHS shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance

Page 1 of 6

covering the Premises.

d. LWHS and each of its members and guests shall comply at all times with LWHS's Bylaws attached to this Agreement the increase of premiums and/or cancellation of any GRF insurance covering the Premises.

e.

- f. LWHS and each of its members and guests shall comply at all times with all of the GRF regulations and rules of LWHS's use of the Premises including, without limitation, the obligation at LWHS's cost to alter, maintain the alterations and/or restore the Premises in compliance and conformity with all GRF regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- g. LWHS shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- h. CLUB shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of CLUB's personal property and equipment stored at the Premises.

5. DISCLAIMER:

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

6. MAINTENANCE:

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

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

Page 2 of 6

GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES:

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

8. INDEMNITY & INSURANCE:

LWHS and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the LWHS's use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the CLUB's use of the Premises.

CLUB must carry a minimum of \$300,000.00 of Liability Insurance at all times while this Agreement is in effect and name GRF as an additional insured. Any **LWHS** activity which may require special insurance not mentioned herein will be maintained by **LWHS** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

ASSIGNMENT:

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

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

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

10. DEFAULT:

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

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

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

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

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

11. RIGHT OF ENTRY:

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **LWHS** is complying with its obligations under the Agreement____.

12. NOTICE:

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

Page 4 of 6

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

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

13. WAIVER:

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

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

14. ATTORNEY'S FEES:

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

15. MISCELLANEOUS:

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

GOLDEN RAIN FOUNDATION

LW HISTORICAL SOCIETY CLUB

President (signature)	President (signature)	
Print	Print	
Date	Date	_
Mailing Address	Mailing Address	_
		-

Attachments:

- 1. CLUB Bylaws
- 2. CLUB Resolution

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Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

FINANCE COMMITTEE (CM)

SUBJECT: RADIO CLUB LEASE RENEWAL

DATE:

NOVEMBER 20, 2017

CC:

FILE

At the regularly scheduled meeting of the Finance Committee on November 20, 2017, the Committee recommended the Golden Rain Foundation Board of Directors renew the Radio Club lease expiring on December 31, 2017, for a one-year term commencing on January 1, 2018 and expiring on December 31, 2018, at the annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted (Exhibit A).

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

No			
INO.			

This lease agreement is made on January 31st, 20__("Agreement"), between the Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (here in after referred to as "GRF"), and the Leisure World Radio Club (here in after referred to as "Radio Club") who agrees as follows:

1. OPENING CLAUSES:

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

- a. GRF is the owner of the premises which consist of room D in the Amphitheater, consisting of 164 square feet, located at 13521 St. Andrews Drive (hereinafter the "Premises").
- b. Radio Club is willing to lease the space from GRF pursuant to the provisions stated in this agreement.
- Radio Club has examined the Premises and fully accepts its present condition.

2. TERM:

The term of this lease shall be one (1) year commencing January 1st, 20____, and shall expire December 31st, 20____. GRF may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES:

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

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

4. USAGE:

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

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

Э.	Radio Club or its members shall not operate as a business	
a .	Naulo Olub of its members shall not operate as a business.	

- Radio Club and each of its members, guests and invitees shall comply with GRF policies and procedures at all times _____
- c. Radio Club shall not do, bring or keep anything in or about the Premises that

will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.

- d. Radio Club and each of its members and guests shall comply at all times with Radio Club's Bylaws attached to this Agreement and shall include a resolution from the Radio Club Board of Directors authorizing the President to sign this agreement.
- e. Radio Club and each of its members and guests shall comply at all times with all of the GRF regulations and rules of Radio Club's use of the Premises including, without limitation, the obligation at Radio Club's cost to alter, maintain the alterations or restore the Premises in compliance and conformity with all GRF regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. Radio Club shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent premises or property, or in any manner that violates the law.
- g. Radio Club shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of Radio Club's personal property and equipment stored at the Premises

5. DISCLAIMER:

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

6. MAINTENANCE:

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

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

Page 2 of 6

commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES:

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

8. INDEMNITY & INSURANCE:

Radio Club and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the Radio Club's use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the CLUB's use of the Premises.

CLUB must carry a minimum of \$300,000.00 of Liability Insurance at all times while this Agreement is in effect and name GRF as an additional insured.

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

9. ASSIGNMENT:

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

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

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

10. DEFAULT:

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

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

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

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

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

11.RIGHT OF ENTRY:

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed. GRF and its authorized representatives shall have the right to enter the remises at all reasonable times to determine whether the Premises are in good condition and whether Radio Club is complying with its obligations under the Agreement _____

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing

Page 4 of 6

and either served personally or sent by prepaid, first class mail.

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

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

13. WAIVER:

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

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

14.ATTORNEY'S FEES:

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

15. MISCELLANEOUS:

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

GOLDEN RAIN FOUNDATION

LEISURE WORLD RADIO CLUB

President (signature)	President (signature)
Print	Print
Date	Date
Mailing Address	Mailing Address

Attachments:

- 1. CLUB Bylaws
- 2. CLUB Resolution

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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:

FINANCE COMMITTEE (CM)

SUBJECT:

THEATER CLUB LEASE RENEWAL

DATE:

NOVEMBER 20, 2017

CC:

FILE

At the regularly scheduled meeting of the Finance Committee on November 20, 2017, the Committee recommended the Golden Rain Foundation Board of Directors renew the Theater Club lease expiring on December 31, 2017, for a one-year term commencing on January 1, 2018 and expiring on December 31, 2018, at the annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted (Exhibit A).

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

LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

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This lease agreement is made on January 1st, 20___("Agreement"), between the Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the **LEISURE WORLD THEATER CLUB**, (hereinafter referred to as "CLUB") who agrees as follows:

1. OPENING CLAUSES:

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

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

2. TERM:

The term of this lease shall be one (1) year commencing January 1st, 20___, and shall expire December 31st, 20___. GRF may terminate the Agreement at any time upon thirty (30) days' advance written notice

3. ANNUAL RENTAL AND TAXES:

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

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

4. USAGE:

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

CLUB use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. CLUB or its members shall not operate as a business _____.
- b. CLUB and each of its members, guests and invitees shall comply with GRF policies and procedures at all times _____.
- c. CLUB shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF

Page 1 of 6

insurance covering the Premises.

- d. CLUB and each of its members and guests shall comply at all times with CLUB's Bylaws attached to this Agreement and shall include a resolution from the CLUB Board of Directors authorizing the President to sign this agreement.
- e. CLUB and each of its members and guests shall comply at all times with all of the GRF regulations and rules of CLUB's use of the Premises including, without limitation, the obligation at CLUB's cost to maintain the alterations and/or restore the Premises in compliance and conformity with all GRF regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. CLUB shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. CLUB shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of CLUB's personal property and equipment stored at the Premises.

5. DISCLAIMER:

CLUB, agrees, all acts by **CLUB,** have no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB.**

6. MAINTENANCE:

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

- a. CLUB shall be liable for any damage to the Premises resulting from the acts or omissions of CLUB, its members, guests or any of its authorized representatives _____.
- b. CLUB shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect within six (6) months before expiration of the term, to require CLUB to remove any alteration that CLUB has made to the Premises. If GRF so elects, CLUB at its cost, shall restore the Premises to the original condition.
- c. If the **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7)

Page 2 of 6

business days after the GRF Representative (Recreation Manager) has received notice from **CLUB** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility

7. UTILITIES AND SERVICES:

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

8. INDEMNITY & INSURANCE:

CLUB and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the CLUB use or misuse (or the Boards' approval of the use) the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the CLUB's use of the Premises.

CLUB must carry a minimum of \$300,000.00 of Liability Insurance at all times while this Agreement is in effect and name GRF as an additional insured. Any **CLUB** activity which may require special insurance not mentioned herein will be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT:

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

Page 3 of 6

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

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

10. DEFAULT:

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

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

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

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

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

11. RIGHT OF ENTRY:

In addition to normal operation of the facilities, including without limitation to

Page 4 of 6

perform maintenance or repairs as needed. GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether CLUB is complying with its obligations under the Agreement _____.

12. NOTICE:

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

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

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

13. WAIVER:

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

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

14. ATTORNEY'S FEES:

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

15. MISCELLANEOUS:

This Agreement and any exhibits/attachments hereto constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This

Agreement does not create any rights in any third parties as third party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLDEN RAIN FOUNDATION	LW THEATER CLUB		
President (signature)	President (signature)		
Print	Print		
Date	Date		
Mailing Address	Mailing Address		

Attachments:

- 1. CLUB Bylaws
- 2. CLUB Resolution

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Golden Rain Foundation

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

FINANCE COMMITTEE (CM)

SUBJECT:

VIDEO PRODUCERS CLUB LEASE RENEWAL

DATE:

NOVEMBER 20, 2017

CC:

FILE

At the regularly scheduled meeting of the Finance Committee on November 20, 2017, the Committee recommended the Golden Rain Foundation Board of Directors renew the Video Producers Club lease expiring on December 31, 2017, for a one-year term commencing on January 1, 2018 and expiring on December 31, 2018, at the annual rent of \$1.00 per year, as stipulated under the governing lease agreement noted (Exhibit A).

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

LEASE AGREEMENT - VIDEO PRODUCERS CLUB Exhibit A

	No
This lease agreement is made on January 31 st , 20 ("Agreement"), bethe Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a Corporation (hereinafter referred to as "GRF"), and the Video Producers Clureferred to as "CLUB") who agrees as follows:	a California
1. OPENING CLAUSES	
This agreement is made with reference to the following facts and objects	ectives:
 a. GRF is the owner of the premises which consist of room A in 0 Three (3) building, consisting of 1,143 square feet located at 1 Northwood Road (hereinafter the "Premises"). b. CLUB is willing to lease the Premises from GRF pursuant to the stated in this agreement. c. CLUB has examined the Premises and fully accepts its preser 	421 ne provisions
2. TERM	
The term of this lease shall be one (1) year commencing January 31st shall expire December 31st, 20 GRF may terminate the Agreer time upon thirty (30) days' advance written notice,	A
3. ANNUAL RENTAL AND TAXES	
CLUB shall pay to GRF an annual rent of \$1.00 per year in advance of each yearly term, commencing on the date the term commences. GRF shall pay all real property taxes, general and special assessment assessed against the building.	
4. USAGE	
CLUB wishes to lease this space for the purposes of video production volunteers to: staff CLUB's activities; schedule; obtain speakers and stated in Policy 1406-50) the meetings and programs of the CLUB; er activities which further the purposes of the CLUB; and to further the b shareholder/members.	publicize (as ngage in
CLUB's use of the Premises as provided in this Agreement shall be in with the following:	accordance
 a. CLUB or its members shall not operate as a business b. CLUB and each of its members, guests and invitees shall compolicies and procedures at all times c. CLUB shall not do, bring or keep anything in or about the Premoternous control of the	TO VIEW ON AND AND

covering the Premises.

cause the increase of premiums and/or cancellation of any GRF insurance

- d. CLUB shall comply with the CLUB's Bylaws attached to this Agreement and shall include a resolution from the CLUB's Board of Directors authorizing the President to sign this agreement.
- e. CLUB shall comply with all of the regulations and rules of CLUB's use of the Premises including, without limitation, the obligation, at CLUB's cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. CLUB shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent premises or property, or in any manner that violates the law.
- g. CLUB shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of CLUB's personal property and equipment stored at the Premises.

DISCLAIMER

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

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

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

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

6. MAINTENANCE

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

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

7. UTILITIES AND SERVICES

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

8. INDEMNITY & INSURANCE

The CLUB and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the CLUB's use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the CLUB's use of the Premises.

CLUB must carry a minimum of \$300,000.00 of Liability Insurance at all times while this Agreement is in effect and name GRF as an additional insured. Any CLUB activities which require special insurance not mentioned herein will be maintained by CLUB. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

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

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

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

10. DEFAULT

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

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

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

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

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

paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether CLUB is complying with its obligations under the Agreement____.

12. NOTICE

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

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

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

13. WAIVER

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

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

14. ATTORNEY'S FEES

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

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject

Page 5 of 6

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

GOLDEN RAIN FOUNDATION	VIDEO PRODUCERS CLUB
President (signature)	President (signature)
Print	Print
Date	Date
Mailing Address	Mailing Address

Attachments:

- 1. CLUB Bylaws
- 2. CLUB Resolution

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Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

FINANCE COMMITTEE

SUBJECT:

AMEND POLICY 5528-31, REFUND OF EXCESS INCOME

DATE:

NOVEMBER 20, 2017

At its meeting on November 20, 2017, the Finance Committee recommended the Board amend Policy 5528-31, Refund of Excess Income, to stipulate that the disposition of surplus funds is conditioned by the completion of audit by the auditor. Additionally, the policy amendment includes the sequence in which excess income is distributed.

I move to amend Policy 5528-31, Refund of Excess Income.

GOLDEN RAIN OPERATIONS

BOARD INTERNAL OPERATIONS

Refund of Excess Income

Beginning with the close of fiscal year 2014, the Golden Rain Foundation (GRF) shall eliminate its excess income Upon submission of the audited financial statements and if surplus funds are available, the Finance Committee shall provide a recommendation to the Golden Rain Foundation (GRF) Board on the disposition of any excess income by one of the following methods or a combination thereof:

- 1) The first consideration is to Rretain an amount for the future unbudgeted expenses.
 - 1.1 Should GRF elect to retain an amount for the future unbudgeted expenditures, the total accumulated amount so retained shall not exceed five (5%) percent of the average of the operating costs for the previous five-year period.
- 2) The second consideration is to Rretain an amount for the funding of the Liability Insurance Deductible Fund (pPolicy 5517-3331).
- Retain an amount for Reserve funding.
- Refund an amount to the Mutual Corporations.

Policy

Adopted: 01 Sep 76

Amended: 09 Feb 82

Revised: 13 Aug 85

Effective: 31 Dec 85

Amended: 23 Feb 88

Amended: 19 May 98

Amended: 16 Mar 99

Rewritten: 20 Aug 02

Amended: 28 Oct 14

Amended:

GOLDEN RAIN FOUNDATION Seal Beach, California



Golden Rain Foundation

Golden Rain Foundation Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

FINANCE COMMITTEE (CM)

SUBJECT:

CDAR PURCHASE

DATE:

NOVEMBER 20, 2017

CC:

FILE

At the regularly scheduled meeting of the Finance Committee on November 20, 2017, the members discussed the liquid funds held in various financial institutions and noted the balances in some of the financial institutions exceed the FDIC insurance limits and therefore are not in compliance with Policy 5520-31 – Reserves. When reviewing liquid funds, the Committee took into consideration the additional liquidity gained from investment maturities in October as well.

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

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

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

MEMO

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION COMMITTEE

SUBJECT:

NEW BUYER POWERPOINT PRESENTATION

DATE:

NOVEMBER 14, 2017

At the November 14, 2017 meeting, the Mutual Administration Committee, (MAC), the New Buyer Sub-Committee presented the New Buyer PowerPoint presentation to the Committee. The New Buyer PowerPoint presentation was created to give potential buyers information about Leisure World, Seal Beach. The presentationincludes information about the amenities, clubs, types of housing units offered and explains that Leisure World is a 55+ Active Adult Living Community. In addition, information regarding the differences between each of the housing mutuals is provided to the potential buyer.

It is the goal of the New Buyer PowerPoint to give the potential buyer an understanding of what, why and how living in Leisure World could benefit their lives.

I move to approve to include the New Buyer PowerPoint presentation on the Leisure World website.

Leisure World is an active, 55+ adult community.

s Leisure World Seal Beach Right for You?

Leisure World is <u>not</u> an independent living, assisted living, nor a nursing facility.

In Leisure World Seal Beach Right for You?

We are
15 Stock Cooperatives
(Mutuals 1-12 and 14-16)
and
1 Condominium Association
(Mutual 17)

Golden Rain Foundation (GRF) is our management company.

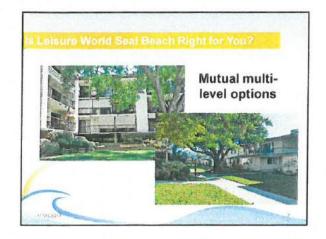
GRF manages the Trust property which includes: clubhouses, golf course, pool, library, and streets.

Is Leisure World Seal Beach Right for You?

The Mutual is where you stay.

The Trust Property is where you play.

Mutual greenbelts



Mutuals are independent housing corporations:

- Managed by a volunteer Board of Directors from the Mutual
- Set their own policies and rules for <u>high</u> <u>density</u>, <u>cooperative</u> living
- · Set their own budgets and monthly fees
- Conduct an annual fire/safety inspection of the interior of every home (unit).

ts Leisure World Seal Beach Right for You?

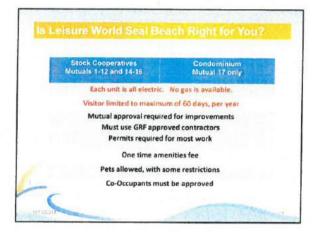
What are some of the differences between a Stock Cooperative and a Condominium?

Stock Cooperatives Mutuals 1-12 and 14-16	Condominium Mutuai 17 only
Mutual owns the property Landlord/renter relationship	
 You own a share of stock which allows you to live and make improvements to the unit 	You own the Condominium

Stock Cooperatives Mutuals 1-12 and 14-16	Condominium Mutual 17 only
Occupancy Agreement	Covenants, Conditions, and Restrictions (CCRs)
No Mortgage Purchase price paid in full	Mortgage is possible
No Reverse Mortgage	Reverse Mortgage Possible
No lease or rental allowed	Lease is allowed

What are some of the
similarities between
a Stock Cooperative
and
a Condominium?

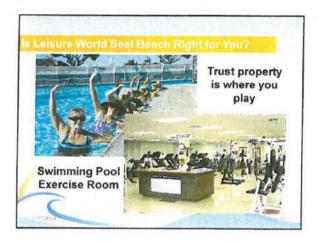
Stock Cooperatives Mutuals 1-12 and 14-16 Board of Directors Self-governed by volunteers from the Mutual Monthly Carrying Charges - The Mutual monthly fee; plus - The GRF monthly fee; plus - Your yearly property tax divided into 12 monthly payments (except Mutual 17 condominiums).

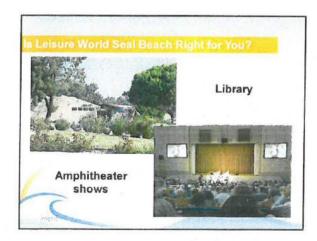


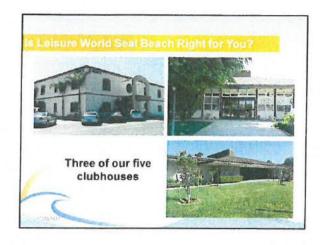
GRF is the Management company: • Manages the Trust Property • Requires an initial amenities fee per person for the right to use the amenities • Requires a monthly fee

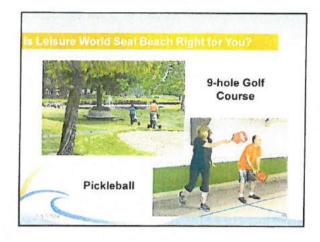
Some amenities, such as the RV lot, pool, library, gym, and golf course are for GRF members only.

Guest usage is not allowed.











Leisure World offers a variety of religious and spiritual groups to serve the needs of the community

is Leisure World Seal Beach Right for You?

GRF services include:

- Security Services
- Transportation
- · Weekly Newspaper
- · Copy Center

Gated Community 24-hour Security Services





Other resources:

- U.S. Post Office
- Pharmacy
- Medical offices
- Optometry
- NuVision Credit Union

Please contact the On-Site Sales for more information 562 598-1388 SALES SALES We hope you will consider Leisure World for your active retirement life. Click here to end show.

2018 Monthly Fees Per Unit, Per Month

Mutual	Mutual	GRF	Total	No. of Units
	Fee	Fee		in Mutual
1	200.99	152.70	353.69	844
2	252.33	152.70	405.03	864
3	187.52	152.70	340.22	432
4	205.04	152.70	357.74	396
5	188.58	152.70	341.28	492
6	152.86	152.70	305.56	408
7	234.81	152.70	387.51	384
8	185.21	152.70	337.91	348
9	214.90	152.70	367.60	384
10	214.75	152.70	367.45	276
11	217.57	152.70	370.27	312
12	228.13	152.70	380.83	452
14	213.46	152.70	366.16	328
15	211.31	152.70	364.01	502
16	249.45	152.70	402.15	60
17	192.30	152.70	345.00	126

Additional items to be added to your monthly fees:

- 1. Property Tax
- 2. Orange County User Fee
- 3. Basic cable (optional)

Services included in your monthly fee: water, trash, gardening.

Questions to ask when viewing units for sale:

- 1. How large is the Mutual?
- 2. What is the Reserve funding level for this Mutual?
- 3. What is the monthly carrying charge for this Mutual?
- 4. Has this Mutual every imposed a special assessment? If yes, why?
- 5. Is the Mutual planning any major projects such as roofing, repiping, painting, etc.?
- 6. What permits do I need to change anything inside my unit?
- 7. Does this Mutual allow patios and patio covers?
- 8. Does the Mutual allow lower carport cabinets?
- 9. Does the Mutual allow carport rental?
- 10. Does the Mutual have fines for failure to abide by policies?
- 11. Does the Mutual have parking fines?
- 12. Does the Mutual allow growing fruits and vegetables?
- 13. Does the Mutual allow satellite dish installation?
- 14. Does the Mutual allow Jacuzzi tubs?
- 15. How much does the Mutual charge for laundry?
- 16. How many guest passes does the Mutual allow per apartment?
- 17. How many vehicles does the Mutual allow per unit?
- 18. What kind of homeowner's insurance should I carry? What limits?

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Golden Rain Foundation

Leisure World, Seal Beach

DIRECTORS ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

PHYSICAL PROPERTY COMMITTEE (MW)

SUBJECT:

ENHANCING THE GOLF CART PARKING AREA IN FRONT OF

ADMINISTRATION BUILDING

DATE:

NOVEMBER 7, 2017

CC:

FILE

At its regularly scheduled meeting on November 6, 2017, the Physical Property Committee (PPC) discussed the enhancement of the Golf Cart Parking area, in front of Administration building, by installing additional railing to better guide the pedestians. The PPC unanimously agreed to send a request to the Finance Committee for Capital funding, in an amount not to exceed \$2,500, to accomplish this task, and forward a request to the GRF Board to approve the expenditure, pending the Finance Committee review.



At its regularly scheduled meeting on November 20, 2017, the Finance Committee determined that sufficient funds are available for the project.

I move to recommend the GRF Board approve non-budgeted Operating funds, in the amount of \$2,500, to enhance the Golf Cart Parking area, in front of Administration Building, by installing additional railing to better guide the pedestians.

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BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

PHYSICAL PROPERTY COMMITTEE (MW)

SUBJECT:

CROSSWALK IMPROVEMENTS (MEDICAL CENTER TO CLUBHOUSE SIX)

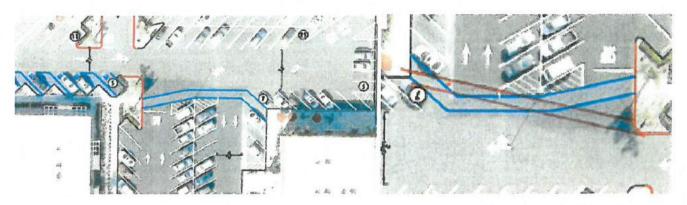
DATE:

NOVEMBER 20, 2017

CC:

FILE

At its regularly scheduled meeting on November 7, 2017, the Physical Property Committee (PPC) unanimously agreed to re-align the crosswalk from the Medical Center to Clubhouse Five. Modifications are needed to the walkway and planter to allow the crosswalk to continue without a jog around the light. The PPC agreed to establish a budget to complete this task, in an amount not to exceed \$7,000, including landscaping of the modified area, and forward a request to the GRF Board, pending the Finance Committee review for funding.



At its regularly scheduled meeting on November 20, 2017, the Finance Committee determined that sufficient funding is available for the project.

I move to approve the modifications to the crosswalk and planter, pending final Physical Property Committee review and approval, from the Medical Center to Clubhouse Five, and remove a jog around the light to allow a straight path to the buildings, in an amount not to exceed \$7,000, non-budgeted Operating funds, and approve the President sign any applicable contracts.

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Golden Rain Foundation

Leisure World, Seal Beach

BOARD REQUEST

TO:

GOLDEN RAIN BOARD OF DIRECTORS

FROM:

PHYSICAL PROPERTY COMMITTEE

SUBJECT:

MISSION PARK

DATE:

NOVEMBER 20, 2017

CC:

FILE

At its regularly scheduled meeting on May 10, 2017, the Recreation Committee approved conceptual renderings from Mission Landscaping (with revisions), dated July 21, 2017, for the addition of a multi-purpose court and recreational area at Clubhouse Two and requested pricing from the Physical Property Department.

At its regularly scheduled meeting on November 6, 2017, the Physical Property Committee (PPC) reviewed the proposed budget for the Mission Park Project (multi-use area at Clubhouse Two). The PPC discussed each line item and made adjustments on the total budgeted cost (Exhibit A). The Committee unanimously agreed to forward a request to the Finance Committee to review available Capital funding, in an amount not to exceed \$330,000 for the project.

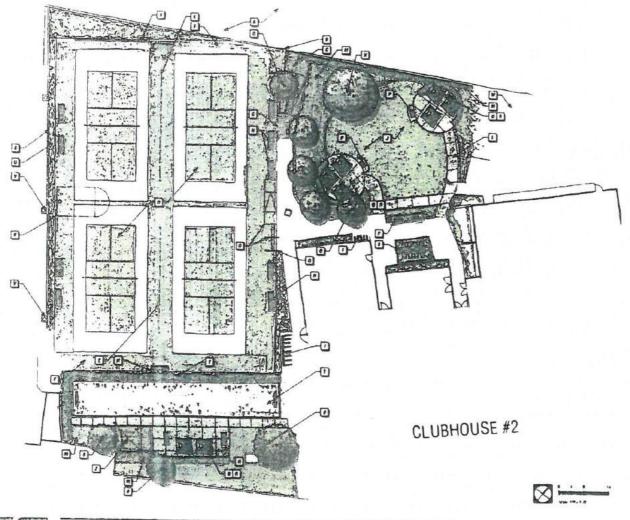


At its regularly scheduled meeting on November 20, 2017, the Finance Committee determined sufficient Capital funding is available for this project.

I move to approve the established budget of \$330,000 for the construction of Mission Park, Capital funding, as illustrated in the Mission Landscape renderings dated July 21, 2017, including contingences as presented to the Physical Property Committee.

EXHIBIT A

LEGEN	DESCRIPTION	#	COST
Α	EXISTING PARKING LOT TO REMAIN	\$	
В	EXISTING WALL TO REMAIN	\$	
С	RECONFIGURED ENTRY FROM PARKING LOT	\$	the second secon
D	NEW CONCRETE MULTI - USE COURTS WITH RECONFIGURED COURT ENTRY TO ACCOMMODATE NEW GRADE - POST TENSIONED CONCRETE	\$	
Ε	SAFETY FENCE DIVIDING PICKLE BALL COURTS	\$	5,450
F	REMOVE EXISTING SHADE STRUCTIONS AND CONCRETE TO ALLOW ENOUGH SPACE FOR PROPOSED MULT - USE COURTS AND NEW AREA - Based on Demolition Proposal	\$	
G	NEW 42" CHAIN LINK FENCE	\$	2,500
Н	SPECTATOR SEATING - Seating approved ADRC bench \$951 ea add 4 trash cans. \$11412 + \$2000= \$13412	\$	13,412
I	EXISTING BIKE RACKS TO BE REMOVED SANDBLASTED, PAINTED, AND REPLACED LAWN AREA WITH OPPORTUNITY FOR CASUAL SEATING SUCH	\$	722
J	AS ADIRONDACKS	\$	8,000
K	NEW BASKETBALL HOOP AND KEY	\$	6,200
_ L	NEW CONCRETE WALKWAY - Pending ADRC finish selection	\$	3,500
	NEW PLANTING AREA WITH SHRUBS - Place holder pending ADRC selection	\$	3,000
1	NEW SPECIMEN SHADE TREE - Place holder pending ADRC selection	\$	5,000
	NEW ACCENT TREES - Place holder pending ADRC selection	\$	6,000
and the same of the	4 NEW BARBEQUES	\$	8,000
	NEW CONCRETE FOR OUTDOOR DINING SPACE, OR SEATING SPACE - Place holder pending ADRC selection	\$	8,000
	NEW DINING/SEATING W/UMBRELLAS - Cost based on last year with 10% contingency includes freight	\$	19,728
	POSSBILE OUTDOOR GATHERING AREA - Placeholder pending ADRC selection.	\$	7,350
	EXISTING SHED TO BE RELOCATED	\$	1,500
(EXISTING PLANTING AREA TO REMAIN - Place holder to replace old Dieanders and irrigation	\$	12,000
V [EXISTING LIGHT POLES TO REMAIN - PROVIDE COST FOR NEW LIGHTS	\$	6,000
W E	XISTING GARDEN TO REMAIN	\$	1,000
THE RESERVE STREET	IEW BACKBOARD FOR PICKLE BALL PRACTICE SERVES	\$	1,800
F	REW BOCCE BALL COURT 84' L X 14' W Placeholder Pending Recreation Selection	\$	15,961
ZN	IEW GOLF HITTING CAGE - Pending Recreation selection	\$	2,500
		\$	300,000
	10.0%	\$	30,000
		\$	330,000







ton John 18 Series

MULTI - USE COURT LAYOUT AND OUTDOOR GATHERING SPACE

Leisure World Clubhouse seal beach, California 13533



Golden Rain Foundation

Leisure World, Seal Beach

BOARD REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

PHYSICAL PROPERTY COMMITTEE

SUBJECT:

MISSION PARK, PHASE ONE

DATE:

NOVEMBER 20, 2017

CC:

FILE

At its regularly scheduled meeting on May 10, 2017, the Recreation Committee approved conceptual plans from Mission Landscaping. The Committee also approved a revised plan, dated July 21, 2017, including the addition of a multipurpose court and recreational areas at Clubhouse Two, and requested pricing from the Physical Property Department.

At its regularly scheduled meeting on October 2, 2017, the Physical Property Committee reviewed the quote from MJ Jurado to demolish the concrete/block & shade area at the existing shuffleboard court. The Committee discussed the cost, scope of work, and the submitted bid, and unanimously concurred to recommend the Board award a contract to MJ Jurado, based on previously low bids, to demolish the existing shuffleboard court area, excluding landscaping, in an amount not to exceed \$48,000, per the Mission Park project budget.



I move to recommend the GRF Board award a contract to MJ Jurado, per their proposal dated September 20, 2017, to demolish the shuffleboard court area at Clubhouse Two, in an amount not to exceed \$48,000, funds from the approved Mission Park project budget, line item F, and authorize the President sign the contract.



Ph: (714) 397-0143 Fax: (714) 827-2110

Lic.# 987670

Proposal

Date	Estimate #
9/20/2017	17-0320

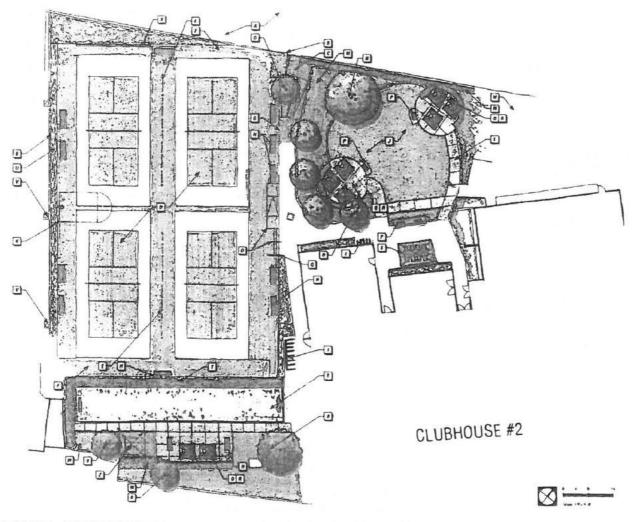
ATTN:

Golden Rain Foundation 13533 Seal Beach Blvd. Seal Beach Ca 90740

	Project		
Demo Shu	affle Court C.H. 2		
Description	Qty	Rate	Total
Demo Existing Concrete & Shade Structure Located At Shuffle Board Court Club House 2. Demo Concrete Court area, Existing Block Walls, Footings, Beams, Shade Cover, Glass Windows & Existing Sidewalks. After Hard Demo Completed, Grade Area Flat To Balance +/ 50 Grade Tolerance Provide WindScreen Fence Around Perimeter of Job Site. If Needed, All Demo Debris Will Be Hauled Offsite.		1 48,000.00	48,000.00
Optional Landscape Demo - Demo Existing Landscape Area Located East Of Shuffle Court Area Towards ELDorado St. All Tree Removel . Concrete Walkways . Landscape Soil Hauled Offsite . Underground Utilities Abandoned By Others . Total Cost \$29,000.00		1 0.00	0.00
Exclusions: Demo grading, water, permits, surveys, approved plans, sexcavation, all work or items furnished by others.		underground utilities that may	be damaged during
Ve can schedule this work to meet your production requirements. Than consideration. We trust we can be of service. Aichael J. Jurado	nk you for your	Total	\$48,000.00
Approved By:	Date:		

EXHIBIT A

LEGEN	DESCRIPTION	COST
Α	EXISTING PARKING LOT TO REMAIN	\$
В	EXISTING WALL TO REMAIN	\$
С	RECONFIGURED ENTRY FROM PARKING LOT	\$ 2,500
D	NEW CONCRETE MULTI - USE COURTS WITH RECONFIGURED COURT ENTRY TO ACCOMMODATE NEW GRADE - POST TENSIONED CONCRETE	\$ 111,877
Е	SAFETY FENCE DIVIDING PICKLE BALL COURTS	\$ 5,450
F	REMOVE EXISTING SHADE STRUCTIONS AND CONCRETE TO ALLOW ENOUGH SPACE FOR PROPOSED MULT - USE COURTS AND NEW AREA - Based on Demolition Proposal	\$ 48,000
G	NEW 42" CHAIN LINK FENCE	\$ 2,500
Н	SPECTATOR SEATING - Seating approved ADRC bench \$951 ea add 4 trash cans. \$11412 + \$2000= \$13412	\$ 13,412
1	EXISTING BIKE RACKS TO BE REMOVED SANDBLASTED, PAINTED, AND REPLACED	\$ 722
J	LAWN AREA WITH OPPORTUNITY FOR CASUAL SEATING SUCH AS ADIRONDACKS	\$ 8,000
K	NEW BASKETBALL HOOP AND KEY	\$ 6,200
L	NEW CONCRETE WALKWAY - Pending ADRC finish selection	\$ 3,500
М	NEW PLANTING AREA WITH SHRUBS - Place holder pending ADRC selection	\$ 3,000
N	NEW SPECIMEN SHADE TREE - Place holder pending ADRC selection	\$ 5,000
0	NEW ACCENT TREES - Place holder pending ADRC selection	\$ 6,000
Р	4 NEW BARBEQUES	\$ 8,000
Q	NEW CONCRETE FOR OUTDOOR DINING SPACE, OR SEATING SPACE - Place holder pending ADRC selection	\$ 8,000
R	NEW DINING/SEATING W/UMBRELLAS - Cost based on last year with 10% contingency includes freight POSSBILE OUTDOOR GATHERING AREA - Placeholder pending	\$ 19,728
S	ADRC selection.	\$ 7,350
T	EXISTING SHED TO BE RELOCATED	\$ 1,500
J	EXISTING PLANTING AREA TO REMAIN - Place holder to replace old Oleanders and irrigation	\$ 12,000
	EXISTING LIGHT POLES TO REMAIN - PROVIDE COST FOR NEW LED LIGHTS	\$ 6,000
W	EXISTING GARDEN TO REMAIN	\$ 1,000
	NEW BACKBOARD FOR PICKLE BALL PRACTICE SERVES	\$ 1,800
	NEW BOCCE BALL COURT 84' L X 14' W Placeholder Pending Recreation Selection	\$ 15,961
Z	NEW GOLF HITTING CAGE - Pending Recreation selection	\$ 2,500
		\$ 300,000
	10.0%	\$ 30,000
		\$ 330,000







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MULTI - USE COURT LAYOUT AND OUTDOOR GATHERING SPACE

Leisure World Clubhouse SEAL BEACH, CALIFORNIA 12523 **THIS**

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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:

INSPECTORS' CLUB CARS

DATE:

NOVEMBER 20, 2017

CC:

FILE

At its regularly scheduled meeting on November 7, 2017, the Physical Property Committee (PPC) reviewed the options for cost and replacement of the Building Inspector vehicles. The Committee looked into using new Gem Carts, but concurred to stay with Club Cars to remain consistent. The PPC unanimously agreed to send a request to the Finance Committee for available funding review to purchase five (5) used Club Cars, at a total cost not to exceed \$37,800, and, if funds are available, forward this request to the GRF Board for approval.



At its regularly scheduled meeting on November 20, 2017, the Finance Committee determined sufficient Capital funding is available for the project.

I move to approve the purchase of up to five (5) Inspectors' Club Cars (used), in an amount not to exceed \$37,800, from Juniors Westcoast Golf Carts, Capital funding, and authorize the President to sign the contract.



2030 Carbon Canyon Rd Chino Hills, Ca 91709 jules5050@hotmail.com 909-374-0543

Estimate

Junior's Westcoast Golf carts

For:

Golden Rain Foundation grantw@lwsb.com PO Box 2069 Seal Beach, Ca 90740

Ship To:

Estimate No

120

Date

10/13/2017

Ship Date 04/17/2017

Tracking No Ship Via

FOB

Code	Description	Quantity	Rate	TAX	Amount
	Turl 2 carryall model 48 volt with new batteries! Cart includes battery charger, turn signal kit and running headlights. 8 faillights. Year 2012-252 model. Ladder rack included.	1	\$7,000 00	8%	\$7,560.00
	Turf 2 carryall 48 volt with new batteries! Cart includes battery charger, turn signal kit and running headlights. 8 taillights. Year 2012 252 model. Ladder rack included	1	\$7,000 00	8%	\$7,560.00
	Turf 2 carryall 48 volt with new batteries! Cart includes battery charger, turn signal kit and running headlights. 8 taillights. Year 2012 252 model. Ladder rack included	1	\$7,000.00	8%	\$7,560.00
	Turl 2 carryall 48 volt with new batteries* Carl includes battery charger, turn signal kil and running headlights & taillights. Year 2012 252 model. Ladder rack included	1	\$7,000 00	8%	\$7,560.00
		-	Parts Subtota	I	\$30,240.00
	Subjotal				*** *** ***
	TAX 8%				\$28,000.00
	Shipping Total				\$0.00 \$30,240.00
	Total		Maria Maria	330.2	40.00

Five carts - \$37,800



Golden Rain Foundation

Leisure World, Seal Beach

BOARD REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

PHYSICAL PROPERTY COMMITTEE (MW)

SUBJECT:

AUTOMATIC DOORS REPLACEMENT AT CLUBHOUSES ONE AND THREE

DATE:

NOVEMBER 20, 2017

CC:

FILE

The existing automatic doors at Clubhouse One and Clubhouse Three, (west side), are beyond repair and have exceeded their expected life.

At its regularly scheduled meeting on November 6, 2017, the Physical Property Committee (PPC) reviewed the quotes obtained by the Physical Property Department and unanimously agreed to recommend the GRF Board award a contract to Capitol Door to replace automatic doors at the Clubhouses One (four doors), and Three (west side, two doors) at a cost not to exceed \$37,917, and send a request to the Finance Committee for available Reserve finding.

The quotes obtained are as follows:

Clubhouse One

Capitol Door

\$29,562

Axxess Door

\$31,303

Clubhouse Three

Capitol Door

\$8.355

Axxess Door

\$7,826

I move to award a contract to Capitol Door to replace automatic doors at the Clubhouses One, (four doors), and Three (west side, two doors) in a total amount not to exceed \$37,917, Reserves funding, and authorize the President sign the contract.

www.capitoldoors.com

CA LIC# 969702 NV LIC# 38964

Automatic Door Equipment Proposal

Date: October 31, 2017

CDS Quote No.: 7182-17-DC

Page: 1 of 3

Project Reference: Clubhouse #1

Automatic Sliding Doors

Wage Rate: Standard Labor Rates

Terms: Negotiable

Phone:

(562) 431-6586 Ext. 358

Golden Rain Foundation

Seal Beach, CA 90740

Cell:

To:

(714) 335-7137

George Hurtado

P.O. Box 2069

Email:

georgeh@lwsb.com

Quote Valid: 30 Days

Addendums Noted: None

Lead-Time: 6-8 Weeks from Receipt of Approvals

Capitol Builders Hardware, Inc. dba Capitol Door Service is pleased to submit this proposal to furnish and install the following equipment based upon the terms and conditions stated below:

INCLUSIONS:

4 Each Horton 2000B Profiler Series automatic sliding door with belt drive operator Configuration: P-SX Finish: 313R1 Dark Bronze Anodized Size: 8'-0" X 7'-5 1/2" (To top of Header) Activation: Optex I-OneX T Motion Sensor Safety: Dual Safety Beams Automatic door equipment to include the following:

- Horton 2000B Series automatic sliding door with belt drive operator
- Surface mount installation
- Narrow stile door panels with 10" bottom rails and standard 2-1/4" horizontal muntins
- Door panels to be glazed with 1/4" solar gray tinted tempered (non-reflective) glass
- Manufacturers standard high security 2-point lock with lock indicator and cylinder guard (excludes cylinders, to be provided by others)
- 1/2" X 9" Full saddle threshold with standard dark bronze finish in door opening
- Standard color Dow 795 sealant (excludes custom colors)
- Includes removal and disposal of (4) existing surface mounted automatic sliding doors, freight, standard submittal drawing, installation and sales tax

Optional pricing to be provided for the following:

1. Please add \$ 3,422.00 to base proposal to provide Horton C2300 recessed panic hardware with autolock and exterior jamb mounted momentary contact key switch at four automatic sliding doors. C2300 Recessed panic hardware will include 6" profile and remove 2-1/4" horizontal muntins and standard locking hardware. Optional pricing is only valid at time of order.

Note: Pricing is based on customers request to add two additional doors at same configuration as original quotation, and have not been job walked by Capitol Door Service to confirm existing configurations. Should requirements change, Capitol Door Service reserves the right to update pricing as needed.



Date: October 31, 2017

CDS Quote No.: 7182-17-DC

Page: 2 of 3

Project Reference: Clubhouse #1

Automatic Sliding Doors

EXCLUSIONS:

Demo/preparation of the opening, floor/cement work, panic hardware, electric locks, removal and reinstallation of signage, repairs to existing storefront, adjacent storefront, break metal, transoms and related glass, glazing of glass by others, structural calculations, custom sealants, battery backup, power supplies, power transfers, cylinders, access control devices, 110v power run, conduit run, high/low voltage wire pull, all wire and termination to power supplies and electrified locking hardware are excluded by Capitol Door Service and are to be provided by others prior to installation of automatic door hardware, temporary guard services and/or barricades during demolition and installation, temporary signage and pedestrian traffic management, brake metal, painted finishes, powder coat finishes, concrete work, cosmetic repairs to opening, additional parts and/or repair or replacement of material damaged by others, sealing off opening prior to actual installation, union labor (unless otherwise noted), OCIP/CCIP insurance participation, overtime, payment and performance bonds, escalation, permits, and test reports. Anything not specifically noted under inclusions above is excluded. All work is to be performed during normal business hours. Anything not specifically included under Section titled "Inclusions" is excluded from this contract. This work will not include the payment of prevailing wages or require the submission of certified payroll reports.

QUALIFICATIONS:

All pricing is based on original quotation number 6736-16-DC for two automatic sliding doors. Two additional automatic sliding doors are to be added per customers request based on same existing sizes and configurations and have not been job walked by Capitol Door Service to confirm existing sizes, configurations or field conditions. Should requirements change, Capitol Door Service reserves the right to update pricing as needed.

WARRANTY:

One-year limited parts and labor warranty to commence upon date of substantial completion. This warranty does not include damage or failure arising from wear and tear, corrosion, modifications made by others, repairs or alterations by a party other than Capitol Door Service, vandalism, neglect, or improper use or service by others.

PAYMENT:

Customer shall pay Capitol Door Service the sum of \$29,562.00 to furnish the labor and/or materials described under Inclusions above. Payment is due 30 days after customers receipt of invoice from Capitol Door Service. Interest will accrue thereafter at the rate of 10% per annum.)

DELIVERY

Delivery and completion dates are approximate and are not guaranteed. Lead-times provided are current at time of bid and are subject to change dependent upon receipt of approved submittals and current production schedules. Capitol Door Service is not responsible for any delays resulting from late delivery of equipment or products from manufacturers and/or distributors. In no event will Capitol Door Service be liable or responsible for any damages or expenses resulting from delay in performance by Capitol Door Service.

ATTORNEY

In the event of any dispute or litigation arising out of this Agreement, the prevailing party will be entitled to recover all reasonable attorney fees and costs, including any expert fees incurred in connection therewith.

LIMITATION OF LIABILITY:

In no event shall Capitol Door Service be liable for any special, incidental, indirect, consequential or punitive or exemplary damages including, but not limited to business interruption, lost data, lost revenue, lost profits or other such damages even if reasonably foreseeable, regardless of whether the cause of action is based on contract, negligence, tort, warranty, strict liability or product liability.

Capitol Door Service Southern California - A Division of Capitol Builders Hardware, Inc. 8733 Monroe Court - Rancho Cucamonga, CA 91730 - Phone (909) 484-3401 - Fax (909) 484-3650 - Toll Free (888) 637-3667



Date: October 31, 2017

CDS Quote No.: 7182-17-DC

Page: 3 of 3

Proposal Amount: \$ 29,562.00

Project Reference: Clubhouse #1

Automatic Sliding Doors

APPLICABLE

This agreement is made and shall be interpreted and enforced in accordance with the laws of the State of California.

Capitol Door Service and Customer, by executing this proposal, agree to the terms and conditions set forth herein and agree and understand that this proposal is enforceable and binding upon the parties.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS. IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Respectfully Submitted By:	
Doug Cutts	
Territory Sales Manager (909) 229-7272	
doug_cutts@capitoldoors.com	
Date:	CAPITOL DOOR SERVICE
	Ву:
	Name:
	Title:
	License No.: 969702
	DIR No.: 1000002097
Date:	Golden Rain Foundation
	(Name of Individual or Entity)
	Name (Print):
	By (Signature Required):
	Title:

Capitol Door Service Southern California - A Division of Capitol Builders Hardware, Inc. 8733 Monroe Court - Rancho Cucamonga, CA 91730 - Phone (909) 484-3401 - Fax (909) 484-3650 - Toll Free (888) 637-3667



4242 Baldwin Boulevard Corpus Christi, Texas 78405 P - (800) 531-3111 F - (800) 531-3108 www.hortendoors.com

CAPITOLDOOR

8733 Monroe Court Rancho Cucamonga, CA 91730 (909) 484-3401 - Phone (909) 484-3650 - Fax

www.capitoldoors.com

ARCHITECTURAL DETAILS

AUTOMATIC COMMERCIAL SLIDE DOORS

Profiler* Series 2000B Elite Belt Drive

411

Type: 110 Single Slide P-SX or SX-P Surface Applied July 11

Standard Packages

Unit Width	Slide Opening	Breakout / Wall Opening	Slide Panel Width
'-0" (2134)	3'-0' (914)	3'-3 1/2" (1003)	3'-6" (1067)
-0" (2438)	3'-6" (1067)	3'-9 1/2" (1156)	4'-0" (1219)
-6" (2591)	3'-9" (1143)	4'-0 1/2" (1232)	4-3" (1295)
7-0" (2743)	4'-0" (1219)	4'-3 1/2" (1308)	4-6" (1372)

Unit Height: 7'-6" (2286) Anodized Finish: Clear or Dark Bronze Glazing: Standard unit prep'd for 1/4" (6) glass. Glass by others.

Threshold: 1/2" (13) tall x 4" (102) wide (See page A5.3).

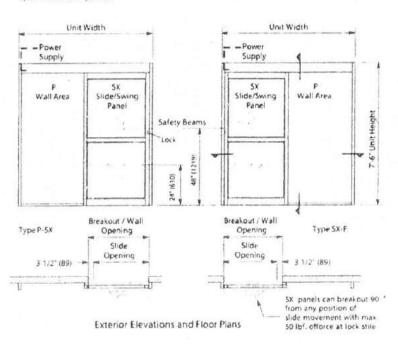
Installation and Operation

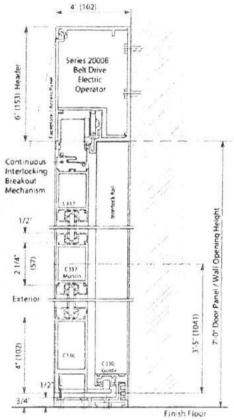
- Door unit is surface mounted onto exterior of finished wall.
 Finish floor not to exceed 1/4" out of level. (See page A.3)
- Electrical: Provide 120 VAC. 60 cycle, single phase, 15 amp service (in condult) to each unit on dedicated 20 amp circuit breaker routed to header. Maximum current draw is 3.15 amps.
- Door actuated with motion sensor mounted over door opening at interior and exterior for detection of traffic in each direction. Door closes after time delay expires. (See page A.4)
- Manual Locking: Exterior keylock and interior thumbturn provided at RH vertical strike rail. (Optional fail-safe or fail-secure autolock)

Options

- Custom unit widths between 7'-0" & 9-0".
- Custom unit height to 8'-6".
- Custom mid-rails, bottom rails and jambs
- Medium or wide stile construction (slide opening will be reduced).
- Custom anodized or paint finish or stainless steel cladding.

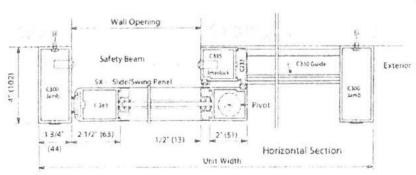
See details for option starting on p. AS.0. and Architectural Specifications on p. A6.7.





Vertical Section

Door shown in open position



Type SX P shown, P-SX opposite

Honon Automatics reserves the right so improve the product and change its specifications without notice. Dimensions given in U.S. inches followed by millimeters in parenthesis.

www.capitoldoors.com

CA LIC# 969702 NV LIC# 38964

Automatic Door Equipment Proposal

Golden Rain Foundation

(562) 431-6586 Ext. 358

Seal Beach, CA 90740

George Hurtado

P.O. Box 2069

Date: October 31, 2017

CDS Quote No.: 7183-17-DC

Page: 1 of 3

Project Reference: Clubhouse #3

Automatic Sliding Door

Wage Rate: Standard Labor Rates

Terms: Negotiable

Quote Valid: 30 Days

(714) 335-7137 Addendums Noted: None georgeh@lwsb.com

Lead-Time: 6-8 Weeks from Receipt of Approvals Capitol Builders Hardware, Inc. dba Capitol Door Service is pleased to submit this proposal to furnish and install the following equipment based upon the terms and conditions stated below:

INCLUSIONS:

To:

Phone:

Email:

Cell:

1 Each Horton 2000B Profiler Series automatic sliding door with belt drive operator Configuration: P-SX Finish: 313R1 Dark Bronze Anodized Size: 8'-0" X 7'-5 1/2" (To top of Header) Activation: Optex I-OneX T Motion Sensor Safety: Dual Safety Beams

Automatic door equipment to include the following:

- Horton 2000B Series automatic sliding door with belt drive operator

- Surface mount installation

- Narrow stile door panel with 10" bottom rails and standard 2-1/4" horizontal muntins

- Door panel to be glazed with 1/4" solar gray tinted tempered (non-reflective) glass

- Manufacturers standard high security 2-point lock with lock indicator and cylinder guard (excludes cylinders, to be provided by others)

- 1/2" X 9" Full saddle threshold with standard dark bronze finish in door opening

- Standard color Dow 795 sealant (excludes custom colors)

- Includes removal and disposal of (1) existing surface mounted automatic sliding doors, freight, standard submittal drawing, installation and sales tax

Optional pricing to be provided for the following:

1. Please add \$ 875.00 to base proposal to provide Horton C2300 recessed panic hardware with autolock and exterior jamb mounted momentary contact key switch at one automatic sliding door. C2300 Recessed panic hardware will include 6" profile and remove 2-1/4" horizontal muntin and standard locking hardware. Optional pricing is only valid at time of order.

Note: Pricing is based on customers request to match requirements for previously quoted Clubhouse #1 with matching configuration for surface mount door, and has not been job walked by Capitol Door Service to confirm existing configurations. Should requirements change, Capitol Door Service reserves the right to update pricing as needed.



Date: October 31, 2017

CDS Quote No.: 7183-17-DC

Page: 2 of 3

Project Reference: Clubhouse #3

Automatic Sliding Door

EXCLUSIONS:

Demo/preparation of the opening, floor/cement work, panic hardware, electric locks, removal and reinstallation of signage, repairs to existing storefront, adjacent storefront, break metal, transoms and related glass, glazing of glass by others, structural calculations, custom sealants, battery backup, power supplies, power transfers, cylinders, access control devices, 110v power run, conduit run, high/low voltage wire pull, all wire and termination to power supplies and electrified locking hardware are excluded by Capitol Door Service and are to be provided by others prior to installation of automatic door hardware, temporary guard services and/or barricades during demolition and installation, temporary signage and pedestrian traffic management, brake metal, painted finishes, powder coat finishes, concrete work, cosmetic repairs to opening, additional parts and/or repair or replacement of material damaged by others, sealing off opening prior to actual installation, union labor (unless otherwise noted), OCIP/CCIP insurance participation, overtime, payment and performance bonds, escalation, permits, and test reports. Anything not specifically noted under inclusions above is excluded. All work is to be performed during normal business hours. Anything not specifically included under Section titled "Inclusions" is excluded from this contract. This work will not include the payment of prevailing wages or require the submission of certified payroll reports.

QUALIFICATIONS:

All pricing is based on material requirements for Capitol Door Service quotation number 7182-17-DC for automatic sliding doors at Clubhouse #1. Automatic sliding door is provided per customers request based on same existing size and configuration. Clubhouse #3 has not been job walked by Capitol Door Service to confirm existing sizes, configurations or field conditions. Should requirements change, Capitol Door Service reserves the right to update pricing as needed.

WARRANTY:

One-year limited parts and labor warranty to commence upon date of substantial completion. This warranty does not include damage or failure arising from wear and tear, corrosion, modifications made by others, repairs or alterations by a party other than Capitol Door Service, vandalism, neglect, or improper use or service by others.

PAYMENT:

Customer shall pay Capitol Door Service the sum of \$8,355.00 to furnish the labor and/or materials described under Inclusions above. Payment is due 30 days after customers receipt of invoice from Capitol Door Service. Interest will accrue thereafter at the rate of 10% per annum.)

DELIVERY

Delivery and completion dates are approximate and are not guaranteed. Lead-times provided are current at time of bid and are subject to change dependent upon receipt of approved submittals and current production schedules. Capitol Door Service is not responsible for any delays resulting from late delivery of equipment or products from manufacturers and/or distributors. In no event will Capitol Door Service be liable or responsible for any damages or expenses resulting from delay in performance by Capitol Door Service.

ATTORNEY

In the event of any dispute or litigation arising out of this Agreement, the prevailing party will be entitled to recover all reasonable attorney fees and costs, including any expert fees incurred in connection therewith.

LIMITATION OF LIABILITY:

In no event shall Capitol Door Service be liable for any special, incidental, indirect, consequential or punitive or exemplary damages including, but not limited to business interruption, lost data, lost revenue, lost profits or other such damages even if reasonably foreseeable, regardless of whether the cause of action is based on contract, negligence, tort, warranty, strict liability or product liability.

Capitol Door Service Southern California - A Division of Capitol Builders Hardware, Inc. 8733 Monroe Court - Rancho Cucamonga, CA 91730 - Phone (909) 484-3401 - Fax (909) 484-3650 - Toll Free (888) 637-3667



Date: October 31, 2017 CDS Quote No.: 7183-17-DC

Page: 3 of 3

Project Reference: Clubhouse #3

Proposal Amount: \$

Automatic Sliding Door

8,355.00

APPLICABLE

This agreement is made and shall be interpreted and enforced in accordance with the laws of the State of California.

Capitol Door Service and Customer, by executing this proposal, agree to the terms and conditions set forth herein and agree and understand that this proposal is enforceable and binding upon the parties.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS. IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Respectfully Submitted By:	
Doug Cutts	
Territory Sales Manager (909) 229-7272	
doug_cutts@capitoldoors.com	
Date:	CAPITOL DOOR SERVICE
	Ву:
	Name:
	Title:
	DIR No.: 1000002097
Date:	Golden Rain Foundation
	(Name of Individual or Entity)
	Name (Print):
	By (Signature Required):
	Title:

Capitol Door Service Southern California - A Division of Capitol Builders Hardware, Inc. 8733 Monroe Court · Rancho Cucamonga, CA 91730 · Phone (909) 484-3401 · Fax (909) 484-3650 · Toll Free (888) 637-3667



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:

COMMUNITY FACILITIES LANDSCAPING

DATE:

NOVEMBER 14, 2017

CC:

FILE

The Landscaping contract for Community Facilities is expiring on December 31, 2017. The Physical Property Department sent out a Request for Proposal (RFP) to ten contractors, and held a bidders' conference on October 25, 2017; five bidders attended.

At its November 13, 2017 meeting, the ADR Committee opened and reviewed sealed bids from three contactors, as follows:

CONTRACTOR	YE	AR 1	YE	AR 2	YE	AR 3	TO	TAL
Andre Landscape Service	\$	154,800	\$	159,600	\$	164,400	\$	478,800
Brightview Landscape Service	\$	248,276	\$	255,725	\$	263,396	\$	767,397
Johns Landscape Service	\$	127,116	\$	127,116	\$	127,116	\$	381,348

Following a discussion on the costs and the contractors' past performance, the Committee unanimously agreed to recommend the Board award a contract to Johns Landscape Service for a three-year term in the amount of \$381,348, Operating funds.

I move to award a contract to Johns Landscape Service to maintain community facilities landscaping, for a cost not to exceed \$381,348, for a period of three years, Operating funds, and authorize the President sign the contract.

CONTRACTOR LICENSE NO. 7 TYPE OF LICENSE

FORM OF PROPOSAL **LANDSCAPE MAINTENANCE 2018-2020** FOR COMMUNITY FACILITIES AT LEISURE WORLD - SEAL BEACH

P. O. Box 2069 Seal Beach, CA 90740

Gentlemen:

The undersigned proposes to furnish all labor, material, and equipment as required for

Landscape Maintenance for the COMMUNITY FACILITIES from at Leisure World - Seal Beach, as described in the Request for 2017.	m 2018-2020,	Project # 804-17
YEAR ONE: 11/18 - 12/31/18		
Monthly cost: Hen thousand Five hundred mintey (written in words) three ~00	s_10,59	73-00
		(Figures)
me hundred twenty seven one hundred (written in words) sixteen ~.00	\$ 127,	116.00
	,	(Figures)
YEAR TWO: 1/1/9-12731/19		
Monthly cost: ten thousand Five hundred minten (written in words) three n.00	s 10,5	93.00
(written in words) + hrel nu-(16)		(Figures)
rearly cost: one hindred twenty soven one (written in words) hindred sixteen no	s_127,	116:00
(written in words) hundred sixteen no) OC	(Figures)

YEAR THREE:
Monthly cost: 11/20 - 17/31/20
10 593 00
ten thousand tive himaten ninery \$ 10,015.00
ten thousand five hindred minery \$ 10,593.00 (Figures)
Yearly cost:
(written in words) one hundrid STXteern ~ .00 (Figures)
one hundrig twenty seven thousand \$ 100 /110-00
(written in words) the hundrid Sixtern . (Figures)
Grand Total for THREE (3) years for the COMMUNITY FACILITIES:
three hundred eighty one three hundred \$ 381,348.00 (written in words) forty eight, or (Figures)
(written in words) factor of (Figures)
101 10 1 5 M - 00
11/2/2
DATE: Proposed By:
BY: John Anguiano
av. John Anguiano
BY: OUTH HITOURING
TITLE: OW rev
PHONE: 562-244-1113
FRONE. OCA ATTITUTE

Attachments:

a) Acknowledgment

b) Certification Form

THIS

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INTENTIONALLY



Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

PHYSICAL PROPERTY COMMITTEE

SUBJECT:

MAIN GATE LIGHTING AND LANDSCAPE

DATE:

NOVEMBER 6, 2017

CC:

FILE

The Architectural Design and Review Committee requested a quote to complete the landscaping and Globe lighting from the Fox and Fox landscape lighting plan, dated October 18, 2017. The Physical Property Department reached out to two contractors and received one bid as follows:

Schlick Services

\$18,919

Bergin Electric

no bid, too busy

At its regularly scheduled meeting on November 6, 2017, Physical Property Committee reviewed the quote on Main Gate lighting and moved to award a contract to Schlick Services to complete the landscaping and globe lighting, in an amount not to exceed \$18,919, and \$2,000 in contingencies, for a total cost not to exceed \$20,919, and to forward a request to the GRF Board for final approval, funded by the remaining Reserve balance from the Globe project.

I move to award a contract to Schlick Services to complete the landscaping and globe lighting, in an amount not to exceed \$18,919, and \$2,000 in contingencies, for a total cost not to exceed \$20,919, Reserve funds, Globe project, and authorize the President sign the contract.

Schlick Services, Inc.

P.O.Box 6829 Santa Ana, CA 92706 714-541-6292 Fax 714-541-6293

Estimate

Date	Estimate #
11/5/2017	002722

Leisure World, Seal Beach Golden Rain Foundation P.O. Box 2069 SEAL BEACH, CA 90740

W.O. #	Attention	Fax#	Page #	Gate	Key#	KS/KS
	Mark W.	562-431-5316				
	Tota	- 				
PART ONE: Fixt Company 26 - FL- 01 CP - 18 - FL - 01 1045 7 - FL - 02 1059, 1 - FL - 03 TVZC3 Including - lamps, PART ONE FIXT ** SPECIAL ORD PART TWO: Wiri A) Rough in 3 circ B) Installation of a and a single phase **NOTE; Plan she PART TWO WIRII Materials \$1,437. Labor \$1,087.50 TOTAL - \$2,524.5	ure and Mounting 150, mounts 5, fixtures 6, fixtures 8, spot connectors and URE COST: \$ ER DEPOSIT Wang existing elections to accomma control board, a lighting contacted LT. 02, details NG COST 00	ILL BE REQUIRED trical chaseways. Incodate detail including time clock	Vista outdoor lightes es hardware per p cluding or photo cell, brea	olan.		
Proposal void after 6	0 days. Terms of ne amount stated	payment: 30 days unli on the approved contra	ess otherwise stinu	lated on this f	orm. fter 30 days.	
Authorized Signature		Date//		Total		

Schlick Services, Inc.

P.O.Box 6829 Santa Ana, CA 92706 714-541-6292 Fax 714-541-6293

Estimate

Date	Estimate #
11/5/2017	002722

Leisure World, Seal Beach Golden Rain Foundation P.O. Box 2069 SEAL BEACH, CA 90740

W.O. #	Attention	Fax#	Page #	Gate	Key#	KS/KS		
	Mark W.	562-431-5316				1		
	DESCRIPTION							
wiring B) Installation of support structure PART THREE T \$78.00 Each x 2 ** OPTION: Hol A) Add (3) additing B) Installation of C) Installation of COST HOLIDAY Materials \$877.00 Labor \$652.50 TOTAL HOLIDAY	tures, including f concrete bumps c. OTAL FIXTURI 6 units TOTAL liday Lighting at lonal circuits to a separate time f (9) GFIC , 20 at LIGHTING CLIGHTING \$1,50 pased on underg	assembly of mounting er in a 10" sono tube E ASSEMBLE \$2,028.00 (9) locations " Palm in commodate added in clock and contactor inpipulings into mounting	to protect fixture Frees " Holiday light loa	and,				
		This document become		ract				
Proposal void after Liabilty is limited to Contractor's Licens	60 days. Terms o the amount stated	f payment: 30 days unle on the approved contra	ess otherwise stip	ulated on this	form, after 30 days.			
Authorized Signature		Date/_/		Total				

Schlick Services, Inc.

P.O.Box 6829 Santa Ana, CA 92706 714-541-6292 Fax 714-541-6293

Estimate

Date	Estimate #
11/5/2017	002722

Leisure World, Seal Beach Golden Rain Foundation P.O. Box 2069 SEAL BEACH, CA 90740

W.O. #	Attention	Fax#	Page #	Gate	Key#	KS/KS
	Mark W.	562-431-5316				
		DESCRIPTION			Tota	al .
NOTE: There monot visible before a time and m	e repairs are star	work required to com rted. Any extra materi	plete the project al or labor will b	t that is e billed		0.00
roposal void after abilty is limited to	60 days. Terms	This document become property of payment: 30 days unled on the approved contral 3-406	ess otherwise stip	ulated on this	form. after 30 days.	
Authorized						

Schlick Services Globe/Landscape Lighting Cost

Part 1 Fixtures	\$12,837.50
Part 2 Wiring	\$ 2,524.50
Part 3 Fixture Assembly	\$ 2,028.00

Option Holiday Lighting \$ 1,529.50

Total Lighting Cost \$18,919.50

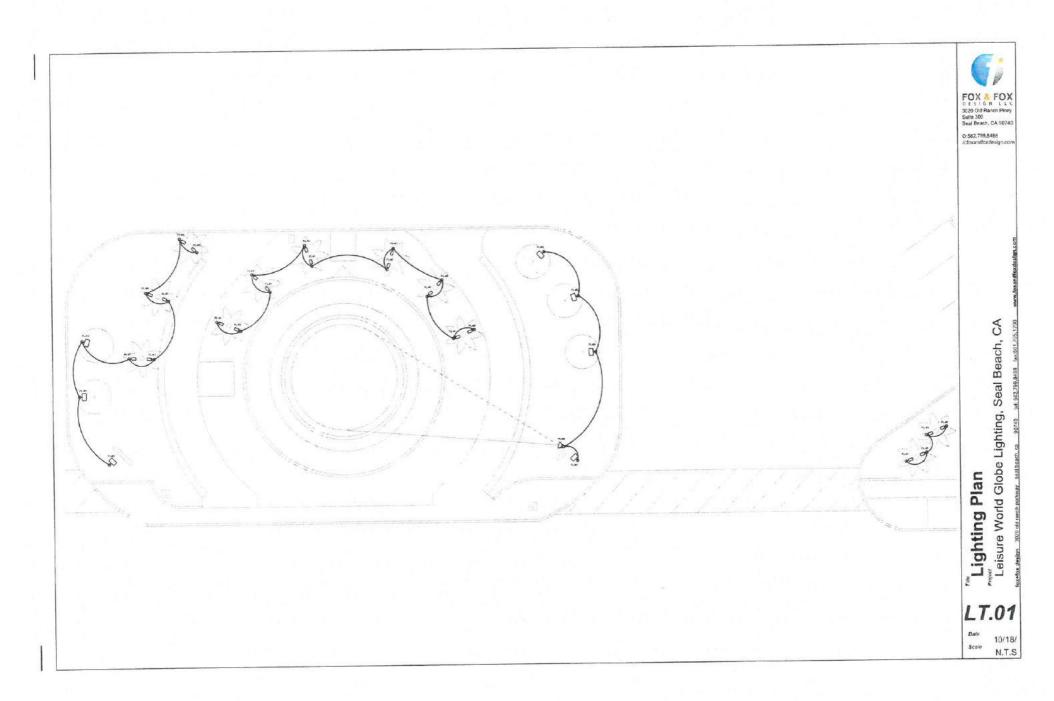


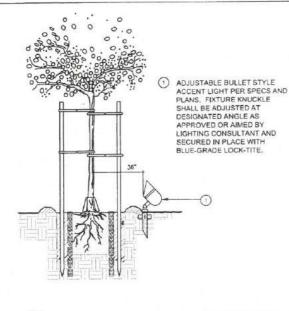
Leisure World Globe Landscape Lighting

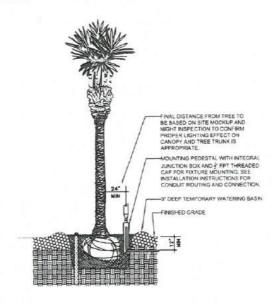
Seal Beach, California Sept 23, 20174 Cover Sheet
Leisure World Globe Lighting, Seal Beach, CA

LT.00

Date 10/18 Scale N.T.:

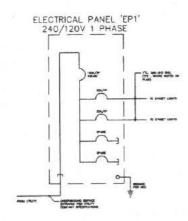






SCHEMATIC TREE LIGHTING DETAIL

TYPICAL PALM LIGHTING DETAIL



(3) "EP1" SCHEMATIC SINGLELINE

GENERAL NOTES

- THE LIBRORY PACKAGE IS PRESENTED THORAGE THE COLUMN METERS OF LIBRORY LATERIA, FROME SEMERAL PROTECTS AND REPORT. THE REPORT CONTROL OF REPORTED FOR CHARACTER AND PROTECTS AND REPORT OF CONTROL AND PROTECTS OF CONTROL AND PROTECT OF CONTROL AND RESIDENCE ASSESSMENT OF THE PROTECT OF CONTROL AND RESIDENCE ASSESSMENT OF CONTROL AND ADMINISTRATION OF CONTROL AND
- BE BECTECH CONTINUED SMIL AMES BE ACCIDED OF CONTROL IN THE FIELD THAT CONFLICT WIN INCOMED POSSECUTION OF RESIDENCE AND ACRIT CLASSICIANIS FROM TO PROCEEDING WIN
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- LIGHTON PROTECTS SAIL BE GELASION, STORM, AND HARLES SICK THAT THEY ARE PROTECTED FROM PRACECUL BANNES. DO NOT BESTALL BANNES PROTECTS OR CONFIDENTE TRIBUTE DAMAGE WITTS FROM THE STE AND REPLACE WITH MER, AT NO ADMITTANAL EXPENSE TO THE OWNER.
- 7. THE RECEIPTION CONTINUENTS IN RESPONSING FOR PROVIDEN AND PROFINELY CONTINUATION THE WINES ON THE PROFINEL WAS WORK THE MEASURED AND CLEANING AN RECEIPTION FOR A COMPLETE AND PROMISED AND CLEANING AN RECEIPTION FOR A COMPLETE AND PROMISED AND AS ADDITED BY THE OWNER AND/OR LEAVING RESIDENCE. THE RESIDENCE CONTRACTOR SWILL DESIGNE THE VISION CONTRACTOR SWILL DESIGNE THE VISION TO ART, PARTNERS, REMOVERALA, REGISSES, AND OTHER PRODUCT RESIDENCE.
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** THESE GENERAL MOTES APPLY TO ALL LIGHTING LAYOUTS.



Seal Beach, CA 90740

0:562.799.8488 Prioxandloxdesign.ca

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VISTA	PROFESSIONAL OUTDOOR LIGHTING

SPECIFICATION SHEET

MODEL 1045 Architectural Series • Up & Accent Lights

LAMP SPECIFICATIONS

- . High luman output LED powered for high efficacy
- Cree® CXA 1830 COB criven at 350rnA, 500mA, or 620mA
- 2700°K, 3000°K, 3500°K, 4000°K, or 5000°K CCT ANSI white 4 step. Cree's Easy White to bins.
- 1100-2400 Delivered Lumens
- . 15-25 Watts OPTICS/AIMING:

· High-purey vacuum metal zed, specular or semi-specular optics

- designed for maximum performance and uniformity.

 Very Nanow Spot VNS (17" FWHM), Narrow Spot NS (18" FWHM).
- Measur, Flood MF (30° FWHM), and Wide Flood WF (50° FWHM). Housing aining achieved via a Vista patented Intinity Knuckle (see MOUNTING).

ELECTRICAL:

- . Constant ou rent 350mA, 500mA, or 620mA output driver
- Multi-Volt MV 120V-277V universal input.
- . Prewired with 150° C-rated wire

SPECIFICATION SHEET

MODEL 1045 Architectural Series • Up & Accent

FIXTURE SPECIFICATIONS:

DOOR

Die-cast, low copper content, A360 sluminum offers maximum corros on protection. Stainless steel fasteners affixed to a minimalistic styleo list depr (standard). Door is designed to shed water from the lens surface. Also available as an accessory is a die-cast medium shield CS.

HOUSING:

Die-cast A360 aluminum. Optic and cirver compartment separately sealed while being electrically connected. Housing aiming achieved via a Vista parented Infinity Knickle (see MCUNTING).

FINISH:

Durable powder coat finish available in Glossy Gray, Black, Architectural Bronze, Dark Bronze, Verde, Powter, Architectural Brick, Granite, Terracotta, Rust, Hunter Green, Mocha, Special Bronze, Weathered Bronze, Weathered Iron, and White. Custom Powder coat finishes available on request

LED: Cree® CXA 1830 COB driven at 350rtA, 500mA, or 620mA.

COLOR TEMPERATURE:

LED's are offered in 2700°K, 3000°K, 3500°K, 4000°K, or 5000°K CCT ANSI white 4 step Cree® Easy White™ bins

LIGHT DISTRIBUTION:

Very Narrow Spot. VNS (NEMA 3x3) (17" FWHM), Nerrow Spot.NS (NEMA 3x3) (18" FWHM), Medium Flood MF (NEMA 4x4) (30" FWHM). and Wide Flood WF (NEMA 5x5) (50° FWHM)

REFLECTOR

High-purity, vacuum metal zed, specular ox semi-specular optics designed for maximum performance and uniformity. Very Narrow Spot VNS optic incorporates an internal source shield to eliminate unwanted glore outside the beam pattern

LENS/SEAL

4.0 mm thick tempered and seamed clear glass sealed with a closed cell molded silicone gasket

ewired with 150° Cirated wire.

DRIVER:

Integral CUL listed LED driver, either non-dimmable ND or dimmable Dimitting 0-10VDC 010 and Phase Cut TRIAC (120V only) PCT options available, Multi-Volt MV 120V-277V driver input standard.

ACCESSORIES:

Barn Cooks BD, Full Shield FS, and Hair Shield HS available. Accessores are attached into pre-existing slots located on the underside of the focuse door providing for a fastener free appearance

MOUNTING:

Infinity Knuckle - Die-cast, copper-free aluminum with stainless steel stem A fully sealed spherical prominer allows infinite adjustment capabilities CERTIFICATION:

UL & CLIL wet location certified. IP66

All Vista luminaires are MADE IN THE U.S.A.

FIXTURE ORDERING INFORMATION

TO ORDER FIXTURE: Select appropriate choice from each column as in the following example

EXAMPLE: 1045-GG-NS-40-C-MV-ND-HS

MODEL	FINISH	DISTRIBUTION	COLOR TEMP	DELIVERED LUMENS	VOLTAGE	DIMMING	ACCESSORIES
1045	GG - Glossy Gray B - Black 2 - Addrictedural Bronze DZ - Dark Bronze DZ - Dark Bronze G - Verdic P - Pecnet BR - Architectural Biskl GT - Granich TC - Temacotta R - Bust M - Morcha SB - Special Brecks	VNS - Very Narrow Spot NS - Narrow Spot NF - Neding-Rood WF - Wide *load	27 - 2700°K 30 - 3000°K 35 - 3500°K 40 - 4000°K 50 - 5000°K	A -1100-1500 B -1500-1900 C -1900-2400	MV - Multi-Volt (120V-277V)	ND - No Dimming 010 - 0-10V PCT - Phase Cut TRIAC (120V only)	BD - Barn Coors F5 - Full Light Shield K5 - Half Light Shield C5 - Cast Shield 5 - 5' Wire Lead HL - Honeycomb Louver BL - Bus Lens RL - Red Lens GL - Streen Lans OBL - Dark Blue Len YL - Amber Lens NOTE: Williams to be used
	Weathered Bronze Weathered Iron W - White						with Extended Arm Mount (EAM) - must proor with extended wire length

* 1045-VNS not available with C lumen packages

Beam Spread	A	В	c
VNS	23.2 Vines 1241 Lymcri	26.0 Name	
NS	15.7 Warts 1302 Junes	22.8 Hotal 1883 Curren	25.5 Marin 2325 Europe a
MEF	16.1 Warrs 1249 Junees	23.1 Mans 1807 Lament	26.1 Varia 2230 Lamen
WF	15.8 Warm 1163 Jumena	22.9 Wates 1682 (2000)	25.7 Watts 2077 Lumons

Visus Professional Condition 1 gits 5g reserves the right to prodely the design analysis construction of the Fation shown wildown further entities and

1625 Surveyor Avenue * Simi Velley, CA 93063 * (805) 527 0987 * (800) 766-VISTA (8478) FAX (883) 670-VISTA (8478) * emoi flustaprocom * www.vistaprocom

1645 07.17

10/18/17 Scale N.T.S

FOX & FOX 3020 Old Ranch Pkwy

Suite 300 Seat Beach, CA 90740

0:582.799.8488 //:texandfoxda.sign.com

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Beach,

Seal

Lighting,

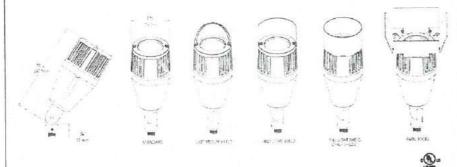
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Specifications

Lighting eisure

DIMENSIONS:



Vista Professional Condoors lighting seemes the right to modify the design endior construction of the Vistar shown without further not load or

1a25 Surveyo: Avenue + Simi Valley, CA 93063 + 1805; 527-4987 + (809) 746-951A (8475) FAX: (888) 610-951A 3475; + email@nistacro.com + www.vallagro.com



FL-01 1045-DZ-VNS-40-B-MV-ND-CS

1045 **Architectural Series** Up & Accent Lights

PROFESSIONAL OUTDOOR LIGHTING SPECIFICATION SHEET

SPECIFICATIONS:

junction box and 12" FPT for fixture mounting.

All Vista accessories are MADE IN THE U.S.A.

MODEL: CP-150 - Mounting Pedestal

Commercial grade, heavy duly PVC mounting pedestal with side

Type: Model: Project: FL-01 & FL-02

CP-150

INSTALLATION INSTRUCTIONS

IMPORTANT NOTE:

and box

- Luminaire must be installed and grounded in accordance with the National Electrical Code (NEC) and local codes
- Luminaire is UL listed for above grade installation only.
- Always use UL recognized wire connectors for connections
- MAINTENANCE: To assure proper operation and efficiency and to prevent luminaire overheating, lens must be kept clean and free of dot.
- dust, leaves, trash and mineral deposits from water. A regular schedule maintenance program is recommended SAFETY WARNING: Luminaire can become very hot depending on the lamp vallage used. Lens and housing around the lamp can become hot enough to blister hands. Particular care should be taken not to locate luminaires where small children can reach them if high wattage lamps are

NOTE: Save these instructions for future reference

LUMINAIRE MOUNTING (Infinity Knuckle):

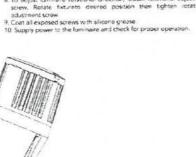
- 1. Make sure electrical supply is off at circuit breaker before starting uminaire installation or servicing luminaire.
- 2. Thread stainless steel knuckle stem onto junction box or other mounting device using thread sealant.
- 3. Route luminaire supply conductors through stairless sicel knuck e stem and seat luminaire onto stainless steel knuckle stem.
 4. Attach luminaire supply conductors to line in leads observing polarity.
- black to black and white to white using silicone filled safety connectors (provided). 5. Attach junction box cover with luminaire to junction box (by others) Make sure not to pinch wires that may be sandwiched between cover

SPACE CUERT

APP 1-PEACHEADY N. 1844

SUPER CONDUCTORS SUBCIC WHITE SUPERV

- 6. Coat exposed luminaire threads with thread sealant to keep moisture. from entering junction box or other mounting device.
- 7 To adjust luminaire aiming angle, loosen adjustable knuckle screw. Do not disengage completely. Hold luminaire at selected angle and tighter knuckle screw firmly.
- 8. To adjust luminate rotational direction, loosen rotational adjustment screw. Rotate fixtureto desired position then tighten rotational



MALEK E ADVISTVENT SOME ROTATIONAL AGUSTNESS SOMEW

SIANUS STEEL COUNTERSTY.

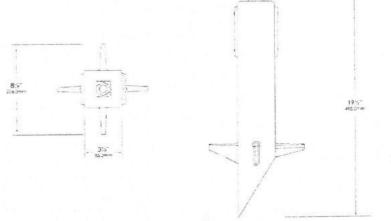
EACTON BOX COVER SOME

Visus Professional Charlest Lighting innerves the right to modify the design under construction of the future shawn without further notification

1625 Surveyor Avenue + Smil Volley, CA 93063 + (835) 527-0987 + (800) 766-VISTA (8478, FAX, (808, 670-VISTA (8478) + ema-filtristoprocom + version restription

'645 Phile

DIMENSIONS:



Vista Professional Outdoor Lighting reserves the right to modify the design analog construction of the fixfure shown without further notification.

1625 Surveyor Avenue * Simi Valley. CA 93063 * (805) 527-0987 * (800) 766-VISTA (8478) FAX: [888] 670-V6TA [8478] • emot@vistapro.com • www.vistapro.com

CP 150 (33)

FOX & FOX 3020 Old Ranch Pkwy Suite 300 Seal Beach, CA 80740 0.582 799 8488

irfexandfoxdesign.co

S Leisure World Globe Lighting, Seal Beach, Lighting Specifications

10/18/17 Scale N.T.S



Туре:	FL-02
Model:	1059-DZ-NS 27-G-MV-ND-FS

SPECIFICATION SHEET

MODEL 1059 Architectural Series • Up & Accent

FIXTURE SPECIFICATIONS:

DOOR:

Die-cast, low copper content, A350 aluminum offers maximum corrosion protection. Captive stainless steel fasteners affixed to a minimalistic styled door. Door is designed to shed water from the lens surface.

HOUSING Die-cast A360 aluminum. Optic and driver compartment separately sealed while being electrically connected. Housing aiming achieved via a heavy alumnum yoke strap and locked in position with stainless steel lock washers and nuts. Locking fasteners are covered with decorative die cast alum num end caps

FINISH:

Durable powder coat finish available in Glossy Gray, Black, Architectural Bronze, Dark Bronze, Special Bronze, Verde, Pewter, Architectural Brick, Granite, Terracotta, Rust, Hunter Green, Mocha, Weathered Bronze, Weathered Iron, and White. Custom Powder coat finishes available on request

LED Cree® CXA 3050 COB driven at 1050mA, 1190mA, 1400mA, or 1750mA. COLOR TEMPERATURE

LED's are offered in 2700°K, 3000°K, 3500°K, 4000°K, or 5000°K CCT ANSI white 4 step Clee® East White™ bins

LIGHT DISTRIBUTION:

Very Narrow Spot VNS (NEMA 2x2), Narrow Spot NS (NEMA 2x2). Medium Flood MF (NEMA 5x5), and Wide Flood WF (NEMA 6x6). REFLECTOR

High-purity anodized specular or semi-specular aluminum optics designed for maximum performance and uniformity. Very Narrow Spot VNS optic incorporates an internal source shield to eliminate unwanted glare outside the beam pattern

LENS/SEAL

1/4" thick tempered and seamed clear glass sealed with a closed cell molded shicone gasket.

WIRING:

3 foot 18/3 outdoor-rated hard usage cable standard for non-dimining ND fixtures. 3 foot 18/5 outdoor-rated hard usage cable standard for dimming 010, RES, or PWM fixtures. Cable exits fixture housing through a liquid tight cable fitting.

DRIVER

Integral CUL listed LED driver, either non-dimmable ND or dimmable. Dimming: 0-10VDC 010, Resistance RES, or Pulse-Width-Modulation PWM options available. Multi-Volt MV 120V-277V driver input standard. ACCESSORIES:

DF - Diffuse Filter, LSFH- Linear Spread Filter Honzontal, LSFV- Linear Spread Filter Vertical, BD- Barn Doors, FS- Full Shield, and HS- Half Shield available. BD, FS and HS accessories are attached into pre-existing slots located on the underside of the fixture door providing for a lastener free

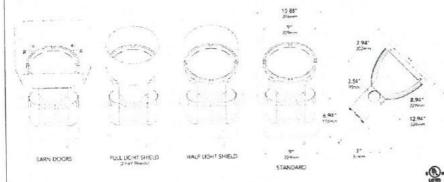
appearance MOUNTING:

Ground, wall, or ceiling mounted on a heavy aluminum yoke strap including a heavy-duty liquid tight corresion resistant cord seal. Addition mounting holes provided in the yoke strap; fasteriers by others. Please see the Vista Pro website for additional stinch on mount, wall box, and recessed box mounting accessories.

CERTIFICATION: UL & CUL wet location listed. 1966

All Vista luminaires are MADE IN THE U.S.A.

DIMENSIONS:



Visus Professional Channol Lighting reserves the right to modify the divigos and/or construction of the future snown without further notification

1625 Serveyor Avenue * Simi Valley, CA 93053 * (805) 527 (7987 * (800) 7.66-VISTA (8478: FAX: (886) 670-VISTA (8478 * emis/8)-est aproucion * www.vistapro.com



SPECIFICATION SHEET

Architectural Series • Up & Accent Lights MODEL 1059

LAMP SPECIFICATIONS

LED:

- . High luman output LED powered for high efficacy
- Cree® CXA 3050 COB driven at 1050mA, 1190mA, 1400mA or 1750mA 2700°K, 3000°K, 3500°K, 4000°K, or 5000°K CCT ANSI white 4 step.
- Cree® Easy White the bins. 2000-5000 Delivered Lumens
- . 45.75 Watts

OPTICS/AIMING:

- High-purity anodized specular or semi-specular aluminum optics. designed for maximum performance and uniformity
- Very Narrow Spot VNS (NEMA 2x2), Narrow Spot NS (NEMA 2x2), Medium Flood MF (NEMA 5x5), and Wide Flood WF (NEMA 6x6)
- Housing a ming achieved via a heavy aluminum yoke strap and locked in position with stainless steel lock washers and nuts

- Constant current 1050mA, 1190mA, 1400mA, or 1750mA output driver
- Multi-Volt MV 120V-277V universal input.
- 3 foot 18/3 outdoor-rated hard usage cable standard for non-dimming fixtures
- 3 foot 18/5 outdoor-rated hard usage cable standard for dimming fixtures

FIXTURE ORDERING INFORMATION

TO ORDER FIXTURE: Select appropriate choice from each column as in the following example

EXAMPLE: 1059-GG-NS-40-D-MV-010-HS

MODEL	FINISH	DISTRIBUTION	COLORTEMP	DELIVERED LUMENS	VOLTAGE	DIMMING	ACCESSORIES
1059	GG - Glessy Gray B - Black B - Black DZ - Dark Bronze DZ - Dark Bronze DZ - Dark Bronze SB - Special Bronze G - Vorde P - Power BR - Architectural Brick GT - Grante TC - Terracotta R - Rust MG - Hunter Green M - Mochat WB - Weathered Bronze WF - Weathered Bronze WF - Weathered Irone	VMS - Very Nance Spot NS - Narrow Spot NS - National Flood MF - Middle Flood MF - Wide Flood	27 - 2700°K 30 - 3009°K 35 - 3500°K 40 - 4009°K 50 - 5009°K	- 2000-2500 Lumens - 2300-3000 Lumens D - 3000-3500 Lumens E - 3300-4500 Lumens E - 3500-4000 Lumens G - 4500-4500 Lumens G - 4500-5000 Lumens *** *** *** *** *** *** *** ***	MW - Mulis Volt (120v-2774)	ND - No Dimening 010 - 0-100 RES - Resistance PWM - Pulse Width Modulation	BD - Barn Doors F5 - Full Light Sheld H5 - Hulf Light Sheld DF - Diffuse Filter LSPH - Linear Spread Filter Horizontal LSPV - Linear Spread Filter Vertical

1059.NS.MF, & WF not available with B & C Delivered Lumen Packages

** 1059-VNS not available with D. E. F & G Delivered Lumen Packages

LUMEN OUTPUT PACKAGES Wetts

Beam Spread

	_		
c	D		F
4.1 Words			
2793 Lumino			
	48.6 Watts	49.5 Wetts	60.1 Wates

VNS	60.3 Wates 2460	74.1 stores. 2793 Lumons				
NS			48.6 Wates 3559 Lymen	49.5 Wutts 3874 Lymem		74.1 Wets 5181 Lichem
MF			48.7 Words 3407 (2004)	49.5 Worts 3744 Luxers	60.4 Visits 4151 Lumers	74.1 Wats 4972 Lumore
WF			45.4 Wets 3199 Lamore	49.3 Watts 3476 Limites	60.0 Water 3933 Lumers	73.8 Wests 4566 Lumens

Vista Professional (Australe Expring reserves the right to arackly the design and/or construction of the freche shown without further not fication.

1625 Surveyor Avenue * Simi Yalley, CA 93063 * (805) 527-0987 * (800) 766-1651A (8478) FAX: (280: 670-VISTA B475) * semiciPhistians com * sees dillares com

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3020 Old Ranch Pkw Suite 300 Seal Beach, CA 9074 O:582.799.8488 fifox and fox design .co

> CA Beach, Seal Specifications World Globe Lighting, Lighting Leisure

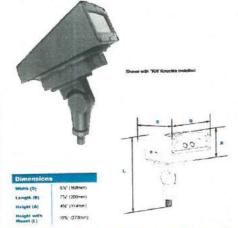
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10/18/17 Scale

N.T.S



75,000 Hours Small LED Traverse Flood Light



COB Technology

The LEPG TV2C3 flood ight turninaire is available with a knuckle mounting The LEPS 1000 should be a straight of the stra parks, schools and universities, public transit and airports, office buildings and medical facilities. Mounting can be accomplished using ground attachment accessories and up to heights of 12 feet based on light level and uniformity

Specifications and Features:

Housing: Dip-Cast Gasteles Aummen Housing, Includes Cast-In Box Template and Built in Level White Reflector, Nickel-Plated Stainless Street Hardware

Listing & Ratings: CSA: Listed for Wel Locations. ANSIAUL 1598, 8750 IPSS Sealed LED Compartment.

FIGURE 1: Textured Andhitectural Bronze Powdercoat Finish Over a Chromate Conversion Coulting Custom Colors Available Upon Request

Lens: Tempered Clear Flat Glass Lens

Mounting Options: Adjuste Knucke with 3/ NPS Tireads, (included Field Installed).

COB LED:

OSSI Cool Copper COB

Wattage: 20w 008 20w System Input 21w (100w HID Equivalent) 40w COB 40w System Input 40w (175w HID Equivalent)

Drivert

Electronic Driver, 120-277V, 50-90Hz, Dimmable Driver

Warranty: 5-Year Warranty for 40°C to +59°C Environment

LM-79 Report Available on Select Models.

-	Page	260	Projected	Lighten	Maintenano	e Table.

Order Information Example:			TV2C32X20041KZKNEP			
TV2C3		U	41K		KN	D. Marine
Model	Wattage	Oriver	CCT	Color	Mounting	Options
TW263+Sirali LED Traverse Fitted Light	2X16+20+ 2X28+40+	U+25/97V	41M-4*50R	Z districts C+Custom (Core at Factors)	RNC% NPS Krusie (Field Parallect)	SP+Single Floar DF+Double Fluet SP+Surgs Protection

Project Information:	No. of Page
Project Name	Fish,re Type:
Compress Catalog #	Date
Convner#s.	

Certification & Listings







12802 Commodity Place - Tamps, FL 33626 - Phone: (613) 316-2221 For more information visit our website at www.qssi-com





FL-03



TV2C3-20X10-U-41K-Z-KN;FLSTK Small LED Traverse Flood Light

PRODUCTS GROUP

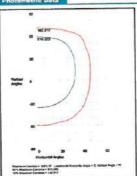


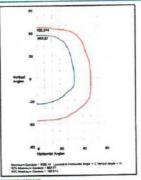
RSTK

De-case Pool Rep Feter to 2% to 3% P18110 110-120V, 120AAC Percol Protocol Phone. Brance Postescoal Finish Three (3) % Con Phaps Phone Protocol Phone P18110 110-130V, 120VAC Puncil Protocel

FLSTZ

Heavy Duty Ground States, Built-in Wining Compartment with 14" MPS Threaded Fitting, Black Plantic





TV2G32X20U41K 10076 x 90"V Beam, NEMA TH x 6V TVSC32X16U41K 110 H = 100'V Bears, NEMS 7H = 6V

				4100 GCT 80 CRI		
LED Board Watts	Drive Current (mA)	Input Wette	Deam	Lumens	LPW	
COR LED 21w		21	110"H x 100"V, NEMA 7H x 6V	2304	110	
CON LED 43w	525	43	100"H x 90"V, NEBAA 7H x 6V	4034	94	

Data shown for 4100 CCT			Compare to MH			
TM-21-11	Input Watts	Initial	25,000 Hrs	50,000 Hrs	100,000 Hrs	Calculated L700 25 C
70 Lumest Maintenance 9 25'C / 77'F	21	100	8.91	0.62	0.64	84,000
70 Lumen Maintenance @ 25°C / 77°F	43	1.00	0.90	0.80	0.81	78,000
TM-21-11	Input Watts	Initial	25,000 Hrs	50,000 Hrs	100,000 Hrs	Calculated L709 50 C
70 Lumen Maintenance @ 50°C / 122°F	21	100	0.89	0.78	0.55	67,000
70 Lumon Maintenance @ 50°C / 122°F	63	1.00	9.88	0.72	0.44	54,000
TM-23-11	Input Walts	Initial	25,000 Hrs	50,000 Hrs	100,000 Hrs	Calculated L80if 40°C
Lac Lumen Maintenance & 40°C / 194°F	21	1.00	0.80	0.78	0.57	49,000
L80 Lumen Maintenance & 40°C / 104°F	43	100	9.66	0.76	0.62	42,000

per #55ht. TH-21-11. Data references the estrapolated performance projections for the \$25x0 base model in a 35°C and to this box indicates suggested Light Less Feater (LLF) to be used when companing to trial Holide (814) systems.

12602 Commodity Place • Tampa, FL 33626 • Phone: (813) 316-2221 on visit our website at www.qssi.com

FOX & FOX 3020 Old Ranch Pkwy Suite 300 Sepi Brach, CA 90740

O:562.799,8468

//doxandfoxdesign.co

CA Beach, Leisure World Globe Lighting, Seal Lighting Specifications

LT.06

10/18/17 Scale N.T.S



Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

RECREATION COMMITTEE

SUBJECT:

AMPHITHEATER DRAPERY AND TRAVELER REPLACEMENT

DATE:

NOVEMBER 16, 2017

CC:

FILE

After the Amphitheater stage drapery and travelers inspection, the Recreation Department has been informed that replacement parts are no longer available for current units. The existing fireproofing will also become outdated next year.

The bids received from two contractors - S & K Theatrical Draperies and True Roll Theatrical Rigging and Hardware to replace the drapery and travelers, due to maintenance and fireproofing issues, are as follows:

S & K Theatrical Draperies

Total \$37,632.25

True Roll Theatrical Rigging and Hardware

Total \$38,966.97

At its regularly scheduled meeting on November 15, 2017, the Recreation Committee recommended the purchase and installation of new Amphitheater drapery and travelers from S & K Theatrical Draperies, in the amount of \$37,632.25, accelerated Reserve funding.

At its November 20, 2017 meeting, the Finance Committee determined sufficient Reserve funding is available for the project.

I move to approve the purchase and replacement of new drapery, contingent upon ADRC selection of drapery, and travelers for the Amphitheater, from S & K Theatrical Draperies, in an amount not to exceed \$37,632.25, Reserve funds, and authorize the President to sign the contract.

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

RECREATION COMMITTEE (MW)

SUBJECT:

GOLF COURSE LANDSCAPING

DATE:

NOVEMBER 14, 2017

CC:

FILE

The Golf Course Landscaping contract is expiring on December 31, 2017. The Physical Property Department (PPC) sent out a Request for Proposal (RFP) to ten contractors and held a bidders' conference on October 25, 2017, which three bidders attended.

At its November 15, 2017 meeting, the RC opened and reviewed sealed bids from two contactors, as follows:

CONTRACTOR	YEAR 1		YEAR 2		YEAR 3		TOTAL	
Andre Lanscape Service	\$	162,000	\$	166,800	\$	171,600	\$	500,400
Johns Landscape Service	\$	157,259	\$	157,259	\$	168,267	\$	482,785

Following a discussion on the costs and the contractors' past performance, the Committee unanimously agreed to recommend the Board award a contract to Johns Landscape Service, for a three-year term, in the amount of \$482,785, Operating Funds.

Note: The proposed cost for Community Facilities Landscape maintenance is \$22,884 below the 2018 budget; the Golf Course maintenance cost is over the 2018 budget by \$10,295, leaving a surplus of \$12,589, of the combined budgets of cost center ADR and cost center 46, for general landscape maintenance.

I move to award a three (3) year contract to Johns Landscape Service to maintain the Golf Course Landscaping, for a cost not to exceed \$482,785, (Year One - \$157,259.16, Year Two - \$157,259.16 and Year Three - \$168,267.24), Operating funds, and authorize the President sign the contract.

Forms 4-1

CONTRACTOR LICENSE NO. TYPE OF LICENSE

FORM OF PROPOSAL **LANDSCAPE MAINTENANCE 2017-2020** FOR GOLF COURSE PROJECT #833-17 AT LEISURE WORLD - SEAL BEACH

A. 2000 House State Co. 100 House State Co. 10
P. O. Box 2069 Seal Beach, CA 90740
Gentlemen:
The undersigned proposes to furnish all labor, material, and equipment as required for Landscape Maintenance for the GOLF COURSE from 2017-2020, Project #833-17 at Leisure World - Seal Beach, as described in the Request for Proposal dated October 4, 2017.
YEAR ONE: 11/18 - 12/31/18
Monthly cost: Hirften thousand one hundred four 1.93 13, 104.93 (written in words) (Figures)
Yearly cost: The hundred fifty seven two hundred \$ 157, 259.16 (written in words) fifty hine n.16 (Figures)
YEAR TWO: 11/19 - 12731/19
Monthly cost: Hrifteen thousand are hundred four/93 13,104,93 (written in words) (Figures)
Yearly cost: one hundred fifu Seven two hundred \$157, 259.16 (written in words) fifty hine ~16 (Figures)

October 4, 2017 Project # 833-17 Landscape Maintenance Golf Course

YEAR THREE: 1/1/20-17/31/20
Monthly cost: faulteen thousand turnty two v.27, 14,022,27 (written in words) (Figures)
Yearly cost:
(written in words) Stxty seven 2.24 (Figures)
Grand Total for THREE (3) years for the GOLF COURSE:
four hundred eighty two seven \$ 482,785.56 (written in words) hundred eighty five 2.56 (Figures)
DATE: W/2/17 Proposed By:
FIRM NAME: John's Landscape Service
BY: John Anghiano
TITLE: ONPORY
PHONE: 562-244-1113
Attachments: a) Acknowledgment b) Certification Form

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BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

RECREATION COMMITTEE

SUBJECT:

CLUBHOUSE FURNITURE REPLACEMENT

DATE:

NOVEMBER 17, 2017

CC:

FILE

To stock new conference rooms in the community, the Recreation Department had to borrow 62 chairs from the Clubhouses. To replace the borrowed furniture, the Department received a quote for the purchase of new chairs, from American Seating, in an amount not to exceed \$10,000.

At its regularly scheduled meeting on November 20, 2017, the Finance Committee determined sufficient funds are available for the purchase.

I move to approve the purchase of new chairs, in the amount of \$10,000, non-budgeted Operating funds and authorize the Executive Director to initiate the purchase.

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

RECREATION COMMITTEE (RC)

SUBJECT:

FLAT FILING STORAGE

DATE:

NOVEMBER 14, 2017

CC:

FILE

At its regularly scheduled meeting on November 14, 2017, the Recreation Committee (RC) unanimously agreed to replace storage with a eight new flat filing cabinets. The RC agreed to establish a budget to complete this task in the amount not to exceed \$6,200.00 and forward a request to the GRF Board after review by the Finance Committee for funding.

At its November 20, 2017 meeting, the Finance Committee determined sufficient funds are available for this purchase.

I move to recommend the GRF Board approve the non-budgeted Operating expense of \$6,200.00 to replace old storage with a eight (8) new flat filing cabinets and authorize the Executive Director to initiate the purchase.

1-800-295-5510

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Flush Base for 36 x 24" Flat File Cabinet

For a durable, finished appearance.

- · All-steel construction.
- Use with H-3723 Flat File Cabinet.

C Enlarge

MODEL	D SO OD DESCORE	OVERALL DIM. W x D x H	WT (LBS.)	PRICE	EACH	ADD TO	
NO.	DESCRIPTION			1	2+	CART	
H-3725	Flush Base Stack Cabinets up to 5 high	41 x 29 x 4"	14	\$122	\$117	1 ADD	



Golden Rain Foundation Leisur

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

RECREATION COMMITTEE

SUBJECT:

EVENT TRAILER EQUIPMENT

DATE:

NOVEMBER 17, 2017

CC:

FILE

The Recreation Department requested the Recreation Committee approve the purchase of equipment to stock the Recreation Departments events trailer. The requested stock will consist of fifteen (15) 60" round tables, two hundred (200) lightweight party chairs, four (4) chair carts and ten (10) traffic drums. Having the required stock for outside events will allow the Recreation Department to cut back on the use of maintenance staff for the delivery of chairs and other equipment items needed to setup outside events.

The following vendors provided the lowest guotes from the three vendors contacted:

	Foldingchairsandtables.com	\$2,120.74
•	Banquet Tables Pro LLC	\$1,575.00
•	Traffic Safety Store	\$680.27
	Chair carts Harbor Freight Tools	\$69.07
	Chair tie down straps Harbor Freight Tools	\$21.58
	Total:	\$4,466.66

At its November 20, 2017 meeting, the Finance Committee determined sufficient non-budgeted Operating funding is available for the purchase.

I move to approve the purchase of equipment to stock the Recreation event trailer, in the amount of \$4,466.66, non-budgeted Operating funds, and authorize the Executive Director to make the purchase.

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BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

SECURITY, BUS AND TRAFFIC COMMITTEE

SUBJECT:

ADOPT 1928-37, GOLF CARTS AND LOW SPEED VEHICLES (TENTATIVE

VOTE)

DATE:

NOVEMBER 8, 2017

CC:

FILE

At its meeting on November 8, 2017, the Security, Bus & Traffic Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1928-37, Golf Carts and Low Speed Vehicles. The policy has been established to fill the void in existing policies that do not take into account Golf Carts and Low Speed Vehicles.

I move to tentatively adopt Policy 1928-37, Golf Carts and Low Speed Vehicles, pending a 30-day notification to the membership and a final decision by the GRF BOD on January 23, 2018.

COMMUNITY OPERATIONS

GOLF CART'S AND LOW SPEED VEHICLES (LSVs)

Parking Rules and Regulations

The following Parking Rules and Regulations are strictly enforced and are applicable to all **Golf Carts** and **LSVs**.

1. **DEFINITION**:

- 1.1. "LW" as used herein means any Trust Property managed by the Golden Rain Foundation (GRF).
- 1.2. "RESIDENT" as used herein means any Member, qualified permanent resident or cooccupant.
- 1.3. "VISITOR" as used herein means any person who is not a "RESIDENT" as listed above.
- 1.4. "GOLF CART" means a vehicle having not less than three wheels in contact with the ground, having an unloaded weight of less than 1,300 pounds, which is designed to be operated at no more than 20 mph, and has a maximum width of 48".
- 1.5. "LSVs" means a vehicle similar to and including a gem car, which is designed to travel in excess of 20 MPH with a maximum speed of 25 MPH.

1.6. 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. See Policy 1927-37 Section 7.

1.7 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. See Policy 1927-37 Section 7

1.8 RULES VIOATIONS NOTICES (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.

COMMUNITY OPERATIONS

GOLF CART'S AND LOW SPEED VEHICLES (LSVs)

Parking Rules and Regulations

2. APPLICABILITY OF REGULATIONS:

- A RESIDENT is not required to have a driver's license to operate a GOLF CART or LSV in LW.
- 2.2. Any VISITOR driving a GOLF CART or LSV in LW must have a valid driver's license, be over (eighteen) 18 years of age and be accompanied by a RESIDENT.

3. DECAL REQUIREMENTS:

- All GOLF CARTs and LSVs must have a valid decal to be parked on Trust Property at any time.
- 3.2. All VEHICLES, including GOLF CARTs and LSVs must have a valid annual decal issued by the Security Department displayed on the vehicle. RESIDENT must be present at issuant of decal. The following items must be presented:
 - 3.2.1 GRF ID card; and
 - 3.2.2 Insurance policy.

4. PARKING:

For the purpose of identifying parking limitations and fines see Policy 1927-37.

POLICY

GOLDEN RAIN FOUNDATION Seal Beach, California

Adopted:

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

SECURITY, BUS AND TRAFFIC COMMITTEE

SUBJECT:

AMEND POLICY 1927.01-37, FEES FOR PARKING INFRACTIONS

(TENTATIVE VOTE)

DATE:

NOVEMBER 8, 2017

CC:

FILE

At its regularly scheduled meeting on November 8, 2017, the Security, Bus & Traffic Committee recommended amending Policy 1927.01-37, Fees for Parking Infractions by consolidating the red zone categories and increasing the corresponding fines to \$100 for the first offense and to \$200 for the second and subsequent offenses and to add a first offense fine of \$50 for RV or VUFR generator running from 8 pm to 8 am.

I move to tentatively amend Policy 1927.01-37, Fees for Parking Infractions, consolidating the red zone categories and increasing the corresponding fines to \$100 for the first offense and to \$200 for the second and subsequent offenses and to add a first offense fine, in the amount of \$50, for RV or VUFR generator running from 8 pm to 8 am., pending a 30-day notification to the membership and a final decision on January 23, 2018.

COMMUNITY OPERATIONS

VEHICLE PARKING POLICY

FEES (FINES) FOR PARKING RULES VIOLATIONS ON TRUST PROPERTY

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

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

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

1. FINES FOR PARKING VIOLATIONS

Fee explanations for Fine table below:

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

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

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

The fine may be waived by the PRV Panel.

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

COMMUNITY OPERATIONS

VEHICLE PARKING POLICY

FEES (FINES) FOR PARKING RULES VIOLATIONS ON TRUST PROPERTY

	Violation	1st	2nd and Subsequent
1.	Assigned Parking Space or restricted parking Space.	25.00	25.00
2.	Blocking Crosswalk	25.00	25.00
3.	Expired or Invalid State Vehicle Registration*	50.00	50.00
4.	Flat Tires	Fix-It	25.00
5.	"For Sale" sign on Vehicle	20.00	20.00
6.	Handicap Parking without Placard or Handicap ID Displayed	100.00*	200.00
7.	Hazardous Materials Leaking	50.00	50.00
8.	Limited Time Parking	20.00	20.00
9.	Maintenance or Repair	25.00	25.00
10.	No Valid GRF Vehicle Decal or Parking Permit Displayed	20.00	20.00
11.	Parked on Sidewalk or Grass	25.00	25.00
12.	RED ZONE: Bus Stop	25.00100.00	25.00200.00
13.	RED ZONE: Fire Hydrant	100.00	200.00
14.	RED ZONE: Mail Box	25.00	25.00
15.	RV or VUFR - Generator Running 8pm - 8am	50.00	50.00
16.	RV or VUFR - Jack Support: None or Inadequate	50.00	50.00
17.	RV or VUFR Parked Over 72 (Seventy-Two) Hours on TRUST STREET	40.00	40.00
18.	Washing any vehicle on Trust Property (except Car Wash areas)	20.00	20.00
19.	Washing a Non-resident Vehicle at Car Wash	20.00	20.00

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

EFFECTIVE DATE: January 1, 2017

Adopt:

27 Dec 16

Amended: 25 July 17

Golden Rain Foundation Seal Beach, CA

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:

GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS

FROM:

SECURITY, BUS AND TRAFFIC COMMITTEE

SUBJECT:

REFURBISHMENT OF TWENTY-FOUR (24) CUSHMAN UTILITY TRUCKS

DATE:

NOVEMBER 10,2017

CC:

FILE

The Fleet and Transportation repair department was tasked to research the cost and availability of parts to overhaul twenty-four (24) of the Golden Rain Foundation (GRF) Cushman utility vehicles. The primary focus of the vehicle refurbishments will be drivetrain overhauls (engines, transmissions, rearend) but will also include cosmetic refurbishments.

Cushman engine overhauls will consist of replacement of eighteen (18) engine long blocks and six (6) overhaul kits. After the completion of the overhaul and refurbishment of the selected Cushman utility vehicles, the Fleet Department projects an extension of at least ten (10) years to those vehicle's life cycles, with a general goal to rebuild at least one Cushman per month.

Long Block Kit



Overhaual Kit



Direct Parts is the only supply source that exists for the Cushman OEM air cooled 22 horsepower engines. The quotation includes refundable core charges, in the amount of \$10,500.00 for the cores from the units that will be overhauled. Core deposits will be refunded upon shipping of the old cores back to Direct Parts.

At the November 20, 2017 meeting of the Finace Committee, the Committee determined sufficient non-budgeted Operating funding is present for this necessary project.

I move to approve the non-budgeted expenditure of up to \$35,000, from cost center 36, and authorize the Executive Director to initiate the purchase of Cushman engine blocks and rebuild kits from Direct Parts, for the overhaul of twenty-four (24) GRF Cushman utility vehicles.

Directparts ®

PO Box 83606 Lincoln, NE 68501-3606 Phone 402-466-7557 Fax 402-466-7560

DATE:

June 11, 2015

Quote #

Z1102GR

Bill To:

Golden Rain Foundation

Ship To:

Golden Rain Foundation

Attn: Grantw@lwsb.com 562-431-6586 x372

Attn: Purchasing

PO Box 3519

Seal Beach, CA 90740

2601 Westminister Avenue Seal Beach, CA 90740

Comments or Special Instructions:

ACCOUNT NO.	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
0551763			UPS	Origin	Net 30 Days

QUANTITY	DESCRIPTION	UN	IIT PRICE		AMOUNT
18	887217, Cushman 22HP Engine	\$	995.00	\$	17,910.00
18	887217, Core Charge		500.00		9,000.00
6	222KIT, 22HP Cushman Engine Rebuild Kit		495.00		2,970.00
6	222KIT, Core Charge		250.00		1,500.00
	Please Note: Core charges will be refunded in full once				
	the cores have been received and inspected.				-
					-
	2		**		-
					•
					•
					-
	SUBTOTAL				31,380.00
			8.00%		
			2,510.40		
	SH				
			TOTAL	\$	33,890.40

Parts returns must be accompanied by a Return Authorization Number. Only non-electrical, unopened and/or uninstalled parts will be accepted and are subject to a 15% restocking fee. Special Order Parts are not returnable.