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## Board of Directors

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### **Agenda**

Clubhouse Four

Tuesday, December 19, 2017

6:00 p.m.

1) Call to Order/Pledge of Allegiance

2) Roll Call

3) President's Comments

4) Announcements/Service Awards

5) Seal Beach Mayor's Update

6) Shareholder/Member Comments

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

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

7) Consent Calendar – Approval of Board Committee Meeting Minutes (pp. 1-2)

8) Approval of Minutes

a) November 28, 2017 (pp. 3-26)

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) Executive Committee

i) Approve GRF Election Documents (Mrs. Reed, pp. 27-38)

ii) Amend Policy 5041-30, Real Property Acreage-Trust Property (Mrs. Damoci, pp. 39-42)

- iii) Approve Renewal of Workers' Compensation Insurance (Ms. Hopewell, pp. 43-44)
- b) Finance Committee
  - i) Accept November Financial Statements (Mr. Lukoff, pp. 45-52)
  - ii) Approve Exclusive Use of Trust Property – Lease Agreements (pp. Ms. Winkler, pp. 53-96)
    - a. Friends of the Leisure World Library
    - b. Genealogy
    - c. Golden Age Foundation
    - d. Leisure World Historical Society
    - e. Leisure World Radio Club
    - f. Leisure World Theater Club
    - g. Video Producers Club
  - iii) **FINAL VOTE:** Amend Policy 5061-31, Fees (Ms. Rapp, pp. 97-114)
  - iv) Approve CDAR Purchase (Ms. Snowden, pp. 115-116)
- c) Physical Property Committee
  - i) Cancel Clubhouse Three Asbestos Abatement (Mr. Stone, pp. 117-118)
  - ii) Capital Funding Request – Battery Backup System at the Traffic Signal (Mr. Pratt, pp. 119-120)
- d) Recreation Committee
  - i) **FINAL VOTE:** Amend Policy 1406-50, Limitations on Use (Ms. Fekjar, pp. 121-146)
  - ii) Ratification of Emergency Action – Pool Restroom Re-grouting (Mr. Gould, pp. 147-149)
- 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) **January 23, 2017, 10:00 a.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 November 2017 Committee meetings:

- Minutes of the Physical Properties Committee Board Meeting of November 6, 2017
- Minutes of the Security, Bus & Traffic Committee Board Meeting of November 8, 2017
- Minutes of the Executive Committee Board Meeting of November 13, 2017
- Minutes of the Architectural Design & Review Committee Board Meeting of November 13, 2017
- Minutes of the Recreation Committee Board Meeting of November 15, 2017
- Minutes of the Finance Committee Board Meeting of November 20, 2017

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

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

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES  
GOLDEN RAIN FOUNDATION  
November 28, 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, November 28, 2017, in Clubhouse Four.

**PLEDGE OF ALLEGIANCE**

Richard Stone, recent recipient of the Spirit of Hope Award, on behalf of the Special Forces Home for Christmas Fund, led the Pledge of Allegiance.

**ROLL CALL**

Following the roll call, Corporate Secretary reported that Directors Perrotti, R. Stone, Snowden, Pratt, L. Stone, Reed, Gould, Hopewell (left at 11:55 a.m.), Rapp, McGuigan, Doderio, Winkler, Heinrichs, Damoci, Lukoff, Crossley, Fekjar (left at 2:38 p.m.), and Moore were present.

Eighteen Directors were present, with a quorum of ten.

**PRESIDENTS COMMENTS**

Today I am pleased to share with the Board and the members of the audience that GRF Board member Richard Stone accepted the Spirit of Hope Award, on behalf of the Special Forces Home for Christmas Fund, on October 26, in a ceremony at the Pentagon.

The Spirit of Hope is a national award presented through the U.S. Department of Defense, for outstanding service to the United States of America. It is awarded to men and women of the United States Armed Forces, entertainers, and other distinguished Americans and organizations whose patriotism and service reflect that of Mr. Bob Hope. Mr. Hope was designated as the first honorary veteran by the United States Armed Forces for his decades of entertaining the troops, both in peacetime and in combat zones. This honor was bestowed by the United States Congress and signed into law by President Bill Clinton.

Richard Stone is President and founder of the Special Forces Home for Christmas Fund, an organization committed to sending financially challenged Marines home for Christmas. They provide support to four Marine Corps battalions including 1<sup>st</sup> Raider Battalion, 1<sup>st</sup> Marine Raider Support Battalion, 1<sup>st</sup> Radio Battalion, and 1<sup>st</sup> Reconnaissance Battalion. Since 2003, over 650 Marines have been flown home for the Christmas Holiday by commercial air. The Special Forces

Home for Christmas Fund also hosts annual large-scale events to thank the Marines for their service, including the Yacht Club Commodores Ball, Yacht Club Opening Day Party, BBQ at Temecula Ranch, and the Christmas Boat parade. Additional monthly events are hosted by the organization for Marines and their spouses to thank them for their service. These events provide Marines and their families the opportunity to decompress from extended training events and deployments.

Dick Stone, thank you for your unselfish devotion to this cause. It is with great pleasure that I give this banner to you from your fellow board members. We have selected several possible locations for it to be displayed...we are just waiting for you to decide!

By the way, Dick has brought the medal with him today to show anyone who wants to see first hand a NATIONAL AWARD. Definitely something to be extremely proud of. Dick, we are proud of you.

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

The GRF Board of Directors met for an Executive Session meeting on November 3, 2017.

### **SERVICE ANNIVERSARIES**

Three employees were recognized with a service award.

Randi Allen	Security Department	5 years
Joel Gonzalez	Security Department	10 years
Liz Lubin	Physical Properties Department	10 years

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

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

### **SHAREHOLDER/MEMBER COMMENTS**

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

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

Six shareholder/members offered comments.

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

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

- Minutes of the 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

## **APPROVAL OF BOARD MEETING MINUTES**

The minutes of the October 24, 2017 meeting were approved, by general consent of the Board, as presented.

## **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.

The Chair of the Strategic Planning Ad hoc Committee presented a report on the progress of the Ad hoc Committee.

## **NEW BUSINESS**

### **General**

#### **2017/2018 Master Insurance Policy Renewal**

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 in the agenda packet – 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 in the agenda packet).

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.

Mr. Lukoff MOVED, seconded by Ms. Hopewell–

**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.

Two Directors, the Executive Director and the Director of Finance spoke on the motion.

The motion was carried unanimously.

#### Clubhouse Three Revitalization Postponement

During a review of Clubhouse Three by members of both the Architectural Design and Review

Committ and the Recreation Committees, to finalize the scope of work under the Revitalization Project, a general consensus was reached to recommend to the Board postponement of the work 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.

Ms. Fekjar MOVED, seconded by Ms. Rapp -

**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.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously.

RV Lot Moratorium on New Leases/ Clubhouse Four Parking Policy Variance

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.

Mrs. Damoci MOVED, Mrs. Reed seconded -

**TO** table both RV Lot agenda motions.

Three Directors spoke on the motion.

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

Ms. Rapp moved, seconded by Ms. Winkler -

**TO** untable the action.

Twelve Directors, the Recreation Manager and the Executive Directors spoke on the motion.

The motion was carried unanimously.

Mrs. Perrotti MOVED, seconded by Mr. McGuigan –

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

Ms. Winkler moved, seconded by Mrs. Damoci –

**TO** amend the motion, adding “and evictions”.

Four Directors and the Executive Director spoke on the motion.

The motion carries with five no votes (Gould, McGuigan, Perrotti, Pratt, Snowden) and one recusal (R. Stone)

Mr. Lukoff MOVED, seconded by Mr. Dodero –

**TO** approve a moratorium on all new RV Lot leases and evictions until such time the Board approves an amended lease and RV Lot policies. For those on the current waiting list, approval to lease available. RV Lot space on a month to month usage, based on current terms and conditions.

One Director spoke on the motion.

Mrs. Damoci MOVED, seconded by Ms. Fekjar –

**TO** approve a moratorium on all new RV Lot leases and evictions until such time the Board approves an amended lease and RV Lot policies, to include an IDR, and members on the waiting list to park in Clubhouse Four with a special permit issued by the Security Department .

The motion was carried with two recusals (Gould, R. Stone) and one abstention (McGuigan).

#### Ad hoc Committee Member Appointment

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.

Ms. Stone MOVED, seconded by Mrs. Damoci-

**TO** approve the appointment of Leah Perrotti to the RV Lot Ad hoc Committee.

One Director spoke on the motion.

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

Ms. Stone MOVED, seconded by Mr. Dodero -

**TO** appoint Steve McGuigan as Chair of the RV Lot Ad hoc Committee.

The motion was carried with two abstentions (Damoci, Snowden) and one recusal (R. Stone).

### **Architectural Design and Review Committee**

#### Naming of Clubhouse Two Multi-Use Area, Mission Park

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

Mr. Dodero MOVED, seconded by Ms. Fekjar-

**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 and landscape improvement. All materials are to be approved by the Architectural Design and Review Committee.

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

#### Clubhouse Four Flagpole Removal

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).

Mr. Lukoff MOVED, seconded by Mrs. Damoci -

**TO** replace the flagpole, in an alternate location, with a new 30 feet aluminum flagpole, installed for an estimated \$5,000-\$7,500 (cost contingent on quality and features) Capital funding, the Architectural Design and Review Committee to approve the location and the Physical Property Committee to approve installation.

The amended motion was carried with two no votes (Crossley, McGuigan).

The President called for a 30 minute break at 11:55 a.m.

### **Communications Committee**

#### Rescind Policy 2840.01-36, Subscriptions Procedure

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.

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

**TO** rescind Policy 2840.03-36, Delivery and Subscriptions.

### **Executive Committee**

#### Amend Policy 5025-30, GRF Election Procedures

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, 2) Amend candidate eligibility and qualifications to encompass fines or fees set forth in both the GRF By-laws OR policies, 3) Update photo identification card to GRF identification card, 4) Clarify that write-in nominations are prohibited, 5) Update the campaign cycle to end with the closing of the polls, 6) Amend approval of the elections materials and process to be the responsibility of the GRF Board, and 7) 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 GRF Board approve these amendments.

Mrs. Reed MOVED, seconded by Ms. Rapp -

**TO** amend Policy 5025-30, Election Procedures, to amend the policy name, add fees 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 in-house inspector(s) if it does not contract with an election services vendor.

Two Directors spoke on the motion.

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

#### Approve Establishment of Emergency Operations Center

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, and systems and communications equipment.

The Committee respectfully requests Board consideration into the allocation of space at the upper level of the Amphitheater (Exhibit A in the agenda packet) 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, and shatterproof window coverings.

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

Ms. Snowden MOVED, seconded by Mr. Gould-

**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.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

#### Approve Staff Holiday Incentive/GRF Employee Holiday Luncheons

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 (summary, by department, provided in agenda packet), 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.

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

**TO** 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.

## **Finance Committee**

### Accept October 2017 Finance Statements

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 Financial Statements for audit.

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

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

### Exclusive Use of Trust Property – Lease Agreements

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

**TO** remove the lease agreements (Friends of the Leisure World Library, Genealogy Club, Golden Age Foundation, Leisure World Historical Society, Leisure World Radio Club, Leisure World Theater Club and the Video Producers Club) from the agenda and refer to the Finance Committee for review.

### Amend Policy 5528-31, Refund of Excess Income

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.

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

**TO** refer amended Policy 5528-31, Refund of Excess Income to the Finance Committee for review.

#### Approve CDAR Purchase

At the regular 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 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.

Mrs. Damoci MOVED, seconded by Ms. Snowden –

**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.

Two Directors spoke on the motion.

The motion was carried unanimously by the Board member

#### **Mutual Administration Committee**

##### Approve New Buyer Presentation

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 presentation includes 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.

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

**TO** approve to include the New Buyer PowerPoint presentation on the Leisure World website.

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

### **Physical Property Committee**

#### **Non-budgeted Operating Funding – Enhancement of Golf Cart Parking, Administration Building**

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 pedestrians. 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.

Ms. Rapp MOVED, seconded by Mr. Dodero –

**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 pedestrians.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.  
The President called for a break ten minute break at 2 p.m.

#### **Non-budgeted Operating Funding – Crosswalk Improvements, Medical Center/Clubhouse Six**

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.

Mr. Lukoff MOVED, seconded by Ms. Fekjar–

**TO** approve the modifications to the crosswalk and planter, pending with final Physical Property Committee review and approval, from the Medical Center to Clubhouse Six, and remove a jog around the light pole 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.

Three Directors spoke on the motion.

The motion was carried unanimously by the Board members present.

#### Capital Funding – Mission Park (Multi-purpose Court/Recreational Area at Clubhouse Two

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.

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

**TO** approve the established budget of \$330,000, for the construction of the Mission Park, Capital Funding, as illustrated in the Mission Landscape renderings dated July 21, 2017, including contingencies as presented to the Physical Property Committee.

#### Approve Contract – Phase One, Mission Park - Demolition

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.

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

**TO** 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.

Capital Funding Request – Inspectors' Club Cars

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.

Mr. Pratt MOVED, seconded by Ms. Winkler -

**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.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.



Reserve Funding Request – Automatic Door Replacement, Clubhouses One and Three

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.

Mrs. Damoci MOVED, seconded by Ms. Rapp –

**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.

Two Directors, the Recreation Manager and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present-

Approve Contract (2018-2021) – Community Facilities Landscaping

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 contractors, as follows:

CONTRACTOR	YEAR 1	YEAR 2	YEAR 3	TOTAL
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.

Mr. Crossley MOVED, seconded by Mr. Moore -



**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.

Five Directors spoke on the motion.

The motion was carried with one abstention (Dodero).

Approve Contract – Main Gate Landscape and Monument Sign Lighting

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 and 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.

Ms. Rapp MOVED, seconded by Mr. Dodero -

**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.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

**Recreation Committee**

Reserve Funding – Amphitheater Drapery and Travelers Replacement

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 - \$37,632.25 and True Roll Theatrical Rigging and Hardware - \$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.

Ms. Fekjar MOVED, seconded by Mr. McGuigan –

**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, accelerated Reserve funds, and authorize the President to sign the contract.

Two Directors spoke on the motion.

The motion was carried unanimously by the Board members present.

Approve Contract (2018-2021) – Golf Course Landscaping

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 contractors, as follows: Andre Landscape Service – Year 1 - \$162,000, Year 2 - \$166,800, Year 3 - \$171,600, Total \$500,400; Johns Landscape Service - Year 1 - \$157,259, Year 2 - \$157,259, Year 3 - \$168,267, Total \$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.

Mr. Moore MOVED, seconded by Ms. Winkler and carried unanimously by the Board Directors present-

**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.

Two Directors and the Executive Director spoke on the motion.

The motion was carried with one abstention (Doderer).

Non-budgeted Operating Funding – Furniture Replacement for Clubhouses

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.

Mrs. Reed MOVED, seconded by Mr. Moore -

**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.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Non-budgeted Operating Funding – Library Flat Filing Cabinets

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.

Mrs. Damoci MOVED, seconded by Mr. Gould -

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

Two Directors and the Executive Director spoke on the motion.

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

Non-budgeted Operating Funding – Recreation Trailer Supplies

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 quotes from the three vendors contacted: Foldingchairsandtables.com-\$2,120.74, BanquetTablesProLLC- \$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.

Mrs. Perrotti MOVED, seconded by the Mr. Moore-

**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.

The motion was carried unanimously by Board members present.

**Security, Bus & Traffic**

TENTATIVE VOTE: Adopt Policy 1928-37, Golf Carts

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.

Mrs. Heinrichs MOVED, seconded by Mr. Dodero –

**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, as amended.

Ten Directors spoke on the motion.

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

Mrs. Damoci MOVED, seconded by Mr. McGuigan-

**TO** amend Section 4. Parking, to include policies 1927.01-37 and 1927.02-37.

The amendment carried with one abstention (Gould).

Four Directors and the Executive Director spoke on the amended main motion.

Mr. McGuigan MOVED, seconded by Ms. Winkler -

**TO** include a requirement for liability insurance in Section 3.2.2.

The amendment was carried unanimously by the Board members present.

**TENTATIVE VOTE: Amend Policy 1927.01-37, Fees for Parking Infractions**

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.

Ms. Winkler MOVED, seconded by Mr. Dodero -

**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.

Four Directors spoke on the motion.

The motion was carried unanimously by the Board members present.

#### Non-budgeted Operating Fund Request – Cushman Motor Rebuild Kits

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.

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 Finance Committee, the Committee determined sufficient non-budgeted Operating funding is present for this necessary project.

One Director spoke on the motion.

The motion was carried by the Board members present.

#### 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 3:26 p.m.

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Joy Reed, Corporate Secretary  
GRF Board of Directors  
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## BOARD ACTION REQUEST

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**TO:** BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE (DB)  
**SUBJECT:** ELECTION DOCUMENTS  
**DATE:** DECEMBER 12, 2017

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At its meeting on November 13, 2017, the Executive Committee reviewed drafts of the 2018 election documents and unanimously recommended the GRF Board of Directors approve the following election materials (attached):

- 2018 GRF Election Schedule
- 2018 Mutual Election Schedule (provided to show Mutual deadlines compared to GRF)
- 2018 GRF Board of Director Application for Candidacy, including reverse side
- 2018 GRF Candidate Instructions/Timeline, including reverse side
- GRF Board Eligibility Disclaimer
- 2018 GRF Election Article
- 2018 GRF Sample Ballots

*NOTE: At its meeting on September 8, 2017, the GRF Board unanimously awarded a contract to Accurate Voting Services to perform the general election services for the GRF and Mutual corporations for years 2018, 2019, and 2020.*

I move to approve the 2018 election materials and the election process for the 2018 GRF Board of Directors election.

# 2018 SCHEDULE FOR ELECTION OF GRF DIRECTORS REPRESENTING EVEN-NUMBERED MUTUALS

## MUTUAL BOARD OR NOMINATING COMMITTEE RESPONSIBILITIES

1.	In accordance with the GRF By-Laws and Davis-Stirling, Mutual Boards <b>may</b> appoint a Nominating Committee (five members who may be Mutual Directors or Members) at least 60 days before the GRF Annual Meeting* to recommend one to three candidates for each position to be elected. Self-nominated candidates may submit their names to this group as well. <small>*Timing of GRF Special Board Meeting for Ballot Counting used in lieu of Annual Meeting</small>	<b>Deadline:</b> Friday, April 6
2.	Mutual Nominating Committee gives Mutual Board Secretary the names of one to three candidates for <b>each</b> GRF position to be elected and/or any names of self-nominated candidates.	<b>Deadline:</b> Friday, April 6 4:30 p.m.
3.	Mutual Board Secretary delivers a list of all known candidates (whether nominated by Committee or by self-nomination) to the GRF Corporate Secretary in the Stock Transfer Office of the Administration Building at least 45 days before the GRF Special Meeting for Ballot Counting (no later than 4:30 p.m.).	<b>Deadline:</b> Friday, April 6 4:30 p.m.

## CANDIDATE RESPONSIBILITIES

1.	Candidates may self-nominate and submit their name in person (preferable) or in writing to the GRF Board Office between Wednesday, March 7 and Friday, April 6. It is a candidacy period of 30 days. <i>Policy 5025 states that candidates may self-nominate no more than 90 days and no less than 60 days prior to the election.</i>	<b>Deadline:</b> Friday, April 6
2.	Candidates will be asked to complete a brief application of candidacy. If self-nomination was done in writing, an application will be mailed to the candidate or GRF staff will contact candidate with instructions. Candidates must present current Leisure World photo ID when turning in application.	<b>Application Deadline:</b> Friday, April 6
3.	Candidates will be asked to submit a statement no more than 300 words (no less than 12 point type, single sided) describing their qualifications, background, and platform. Statement must not contain any disparaging or defamatory content.	<b>Submission Deadline:</b> Friday, April 6
4.	Candidates will be asked to complete an Eligibility Disclaimer to set forth that they are qualified to serve on the GRF Board of Directors	<b>Submission Deadline:</b> Friday, April 6

## GOLDEN RAIN FOUNDATION AND CAMPAIGN DATES

1.	Ballots will be mailed to voters 30 days before the Special Board Meeting for Ballot Counting.	<b>Mailing Date:</b> Thursday, May 3
2.	Notices of Special Board Meeting for the purpose of Ballot Counting will be published in the <i>LW Weekly</i> .	<b>Publication Dates:</b> Thursday, May 24 and Thursday, May 31
3.	Election company receives mailed ballots (members should give Post Office 4-5 days to ensure timely delivery). <b>Note:</b> Ballots can also be hand-delivered to Clubhouse 4 on Tuesday, June 5 between 9:00-10:00 a.m.	<b>Deadline:</b> Monday, June 4 12:00 noon
4.	Ballots counted at the Special GRF Board Meeting beginning at 10 a.m. in Clubhouse Four.	<b>Meeting:</b> Tuesday, June 5
5.	Annual Meeting of GRF Members – 2 <sup>nd</sup> Tuesday in June at 2:00 p.m. in Clubhouse Four.	<b>Meeting:</b> Tuesday, June 12



## 2018 GRF & Mutual Election and Annual Meeting Schedule

	Mu.	No. of Units	Quorum	No. of Directors Being Elected	Candidate Application Begins (90 days before election)*	Candidate Application Deadline (60 days before election)**	Ballots Mailed (30 days before election)***	Meeting Day	Meeting Date	Meeting Time	Notes
<b>MAY</b>	10	276	92	6	Thurs. 2/15	Sat. 3/17	Mon. 4/16	3 <sup>rd</sup> Wed.	5/16	10 a.m.	Election in odd-numbered years; annual meeting only
	14	328	110	7	Fri. 2/16	Sun. 3/18	Tues. 4/17	3 <sup>rd</sup> Thurs.	5/17	10 a.m.	No cumulative voting
	7	384	128	6	Sat. 2/17	Mon. 3/19	Wed. 4/18	3 <sup>rd</sup> Fri.	5/18	10 a.m.	Parcels eliminated
	4	396	132	3	Thurs. 2/22	Sat. 3/24	Mon. 4/23	4 <sup>th</sup> Wed.	5/23	10 a.m.	Staggered terms
	16	60	20	5	Thurs. 2/22	Sat. 3/24	Mon. 4/23	4 <sup>th</sup> Wed.	5/23	2 p.m.	2018 meeting will be held in Administration Conference Room
	11	312	104	6	Fri. 2/23	Sun. 3/25	Tues. 4/24	4 <sup>th</sup> Thurs.	5/24	10 a.m.	
	9	384	128	7	Sat. 2/24	Mon. 3/26	Wed. 4/25	4 <sup>th</sup> Fri.	5/25	10 a.m.	
	8	348	116	5	Wed. 2/28	Fri. 3/30	Sun. 4/29	4 <sup>th</sup> Tues.	5/29	10 a.m.	Meeting moved from 4 <sup>th</sup> Mon. to 4 <sup>th</sup> Tues. due to Memorial Day
<b>JUNE</b>	<b>Golden Rain Foundation</b>				<b>Candidate Application Begins (90 days before election)*</b>	<b>Candidate Application Deadline (60 days before election)**</b>	<b>Ballots Mailed (30 days before election)***</b>	<b>Ballot Counting Meeting Day</b>	<b>Ballot Counting Meeting Date</b>	<b>Ballot Counting Meeting Time</b>	<b>Notes</b>
	Mutuals 2, 4, 6, 8, 10, 12, 14 & 16				Wed. 3/7	Fri. 4/6	Sun. 5/6	1 <sup>st</sup> Tues.	6/5	10 a.m.	New directors will be installed at GRF Annual Meeting on 6/12
	Mu.	No. of Units	Quorum	No. of Directors Being Elected	Candidate Application Begins (90 days before election)*	Candidate Application Deadline (60 days before election)**	Ballots Mailed (30 days before election)***	Meeting Day	Meeting Date	Meeting Time	Notes
<b>JUNE</b>	2	864	288	5	Sat. 3/10	Mon. 4/9	Wed. 5/9	2 <sup>nd</sup> Fri.	6/8	10 a.m.	Staggered Terms
	1	844	282	5	Tues. 3/13	Thurs. 4/12	Sat. 5/12	2 <sup>nd</sup> Mon.	6/11	10 a.m.	Staggered Terms
	5	492	164	7	Wed. 3/14	Fri. 4/13	Sun. 5/13	2 <sup>nd</sup> Tues.	6/12	10 a.m.	Staggered Terms. No cumulative voting. Parcels eliminated.
	3	432	144	4	Thurs. 3/15	Sat. 4/14	Mon. 5/14	2 <sup>nd</sup> Wed.	6/13	10 a.m.	Staggered Terms
	12	452	151	7	Fri. 3/16	Sun. 4/15	Tues. 5/15	2 <sup>nd</sup> Thurs.	6/14	10 a.m.	
	15	502	168	7	Sat. 3/17	Mon. 4/16	Wed. 5/16	3 <sup>rd</sup> Fri.	6/15	10 a.m.	No cumulative voting
	6	408	136	7	Sat. 3/24	Mon. 4/23	Wed. 5/23	4 <sup>th</sup> Fri.	6/22	10 a.m.	
	17	126	42	3	Wed. 3/28	Fri. 4/27	Sun. 5/27	4 <sup>th</sup> Tues.	6/26	10 a.m.	Staggered Terms

**NOTE:**

\* = If the date to apply as a candidate falls on a Saturday or Sunday, applications may be picked up the previous Friday.

\*\* = On deadlines that fall on a Saturday or Sunday, applications will be accepted the following Monday. Candidate applications must be received in Stock Transfer Office by no later than 4:30 p.m. on the deadline day.

\*\*\* = If the date to mail ballots (30 days before the election) falls on a Friday, Saturday or Sunday, the ballots will be mailed the previous Thursday.



**APPLICATION FOR CANDIDACY AS A GRF DIRECTOR**

2018-2020 Term of Office

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

I, (print name) \_\_\_\_\_ of Seal Beach Mutual No. \_\_\_\_\_, Unit # \_\_\_\_\_, do hereby place my name into nomination for election to the Golden Rain Foundation Board of Directors representing my Mutual for the 2018-2020 term of office.

I am a member in good standing in my Mutual; that is, I am not more than 30 days in arrears of the monthly carrying charge assessment or in arrears of any fine or other fee levied against the Applicant. If elected, I am willing and will be able and available to serve in the capacity of Board Director for the 2018-2020 term of office.

Print Name: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Check one: My statement/resume is: ☐ Attached

☐ Not attached, but I will turn it in on (date) \_\_\_\_\_

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

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

**Returning the Application, Eligibility Disclaimer, and Statement:** The deadline to return the Application, Eligibility Disclaimer and Statement is 4:30 p.m. on Friday, April 6, 2018 to the Stock Transfer Office on the 1st floor of the Admin. Building (13531 St. Andrews Dr.) or mailed to the Stock Transfer Office, P. O. Box 2069, Seal Beach, CA 90740. Candidates must present their current Leisure World photo ID when turning in application materials.

**Further Information:** It is strongly recommended that you read the "GRF Director FAQ" before submitting your Application. If you have any questions about being a candidate, please call 431-6586, extension 346 for the Stock Transfer Office or extension 303 for the Board Office.

**STOCK TRANSFER OFFICE USE ONLY:**

Date received: \_\_\_\_\_ Time received: \_\_\_\_\_ Was statement attached? Yes No (circle one)

Was disclaimer attached? Yes No (circle one) Was Leisure World photo ID presented/attached? Yes No (circle one)

If statement was not attached, when will statement be provided? \_\_\_\_\_ Staff: \_\_\_\_\_

Notes: \_\_\_\_\_

- OVER -



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

- Statements (a.k.a., resumes) shall contain a candidate's background, qualifications and platform;
- Statements shall not contain disparaging or defamatory content;
- Statements/resumes shall be a maximum of 300 words, in no less than 12 point type, single sided, not to exceed one page;
- Only a member in good standing is eligible to be a candidate. A member in good standing is defined as a member who is not 30 days arrears of their carrying charge, or related charges, or in any fines or fees;
- See Policy 5025-30, Election Procedure, for additional candidate information;
- Article VI, Election of Directors, Section 1, Qualifications, of the By-Laws of the Golden Rain Foundation, state:

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

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

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



## GRF BOARD OF DIRECTORS CANDIDATE INSTRUCTIONS

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

1. Candidates who are Self-Nominated: Applications are available in the GRF Board Office beginning Wednesday, March 7, 2018.

Candidates who are nominated by a Board of Directors or Board Nominating Committee: Your Mutual Secretary will notify the Stock Transfer Office of your nomination before 4:30 p.m. on Friday, April 6, 2018. For organization purposes, we ask that nominated applicants also complete an application.

2. Statement/Resume: Each candidate shall submit a typed statement ("Statement") with a maximum of 300 words (in no less than 12 point type, single side only). Statements must have your name, Mutual and Unit # at the top of the page and contain your qualifications, background and platform. Statements shall not contain disparaging or defamatory content. Please attach the statement to the back of the application.
3. Eligibility Disclaimer: Article VI, Election of Directors, Section 1, Qualifications, of the GRF By-Laws sets forth that Directors of the GRF Board of Directors shall not be qualified to serve on the Board if they are, for example, a Director of a Mutual Corporation, member of a City Council, Planning Commission, Board of Supervisors, etc. Further, to avoid any potential conflict of interest, no member of the GRF Board of Directors or their spouse may be employed by the Golden Rain Foundation. GRF Board Candidates shall sign an Eligibility Disclaimer stating that they are eligible to serve as a Director.
4. Return the Application, Eligibility Disclaimer and the Statement to the Stock Transfer Office before 4:30 p.m. on Friday, April 6, 2018, in person or by mail to GRF Stock Transfer Office, P. O. Box 2069, Seal Beach, CA 90740. Candidates must present their current Leisure World photo ID when turning in application materials.
5. Mailing Labels: Please see GRF Policy 5025, Election Procedures, Section 3(h) (7) (page four of policy) for instructions on obtaining mailing labels for the addresses in a candidate's respective Mutual.
6. Important Dates:

Friday, April 6	Deadline for applications to be returned
Thursday, May 3	Ballots mailed by independent election company
Monday, June 4	Deadline to receive secret mail-in ballots
Tuesday, June 5	Ballot counting at 10 a.m. in Clubhouse Four
Tuesday, June 12	GRF Annual Meeting, 2 p.m. in Clubhouse Four*

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

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



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

- Statements shall contain a candidate's background, qualifications, and platform;
- Statements shall not contain disparaging or defamatory content;
- Statements/resumes shall be a maximum of 300 words, with no less than 12 point type, single sided, not to exceed one page;
- Only a member in good standing is eligible to be a candidate. A member in good standing is defined as a member who is not 30 days in arrears of their carrying charges or in any fines or fees;
- See Policy 5025-30, Election Procedure, for additional candidate information;
- Article VI, Election of Directors, Section 1, Qualifications, of the By-Laws of the Golden Rain Foundation, state:

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

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

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



## GRF BOARD OF DIRECTORS CANDIDATE ELIGIBILITY DISCLAIMER

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

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

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

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

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

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

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

### STOCK TRANSFER OFFICE USE ONLY:

Reviewed by Elections Specialist: \_\_\_\_\_ Reviewed by GRF Corporate Secretary: \_\_\_\_\_



## How to be a Candidate to run for the Golden Rain Foundation Board of Directors for Even-Numbered Mutuels Only

The campaign cycle for the GRF Board of Directors will begin soon! During 2018, the Board seats representing the even-numbered Mutuels are up for election. During odd-numbered years, the Board seats representing odd-numbered Mutuels are up for election.

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

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

"Application for Candidacy" forms are available in the Stock Transfer Office in the Administration Building beginning **Wednesday, March 7**. Candidates who are self-nominated must complete an "Application for Candidacy" before 4:30 p.m. on **Friday, April 6**.

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

In accordance with Policy 5025-30, Election Procedures, each candidate shall submit a statement, or resume, of 300 words or less, single sided, to the Stock Transfer Office. Statements shall be written in compliance with the election rules, e.g., contain the background, qualifications and platform of the candidate, and shall not contain any disparaging or defamatory content. All Statements are due before 4:30 p.m. on **Friday, April 6**.

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

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

Candidates who complete a timely Application for Candidacy (or are nominated by a Mutual's nominating committee or Board) will be listed on the Secret Mail-in Ballot. Ballot packets containing the Secret Mail-in Ballot, postage-paid envelopes, balloting instructions, and deadlines will be mailed to each household in the odd-numbered Mutuels on **Thursday, May 3**. The GRF By-Laws have no provisions for write-in candidates on the ballots or for nominations from the floor.

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

###

I:\ELECTIONS\2018 GRF\2018 GRF News Article - How to be a Candidate.docx



# OFFICIAL NON-REVOCABLE BALLOT

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

### Instructions for Voting:

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

### Instructions for Mailing Your Ballot:

After you have voted below, insert the ballot into Envelope "A." Seal Envelope "A" and insert it into Envelope "B." In the upper left hand corner of Envelope "B," print your name and address (including Mutual and Unit #); **AND** sign your name on the signature line. Mail Envelope "B" (which is pre-addressed and postage-paid) to the **Inspectors of Election** at Accurate Voting Services, Inc., P.O. Box 6117, Laguna Niguel, CA 92607-6117. Please allow 4-5 days for delivery. The Inspectors of Election must receive your mailed ballot on or before 12 noon on Monday, June 4, 2018, in order for your ballot to be counted, or you may bring your sealed ballot to Clubhouse Four, 1419 Northwood Road, Seal Beach, CA between 9:00 and 10:00 a.m. on Tuesday, June 5, 2018. The "polls" will close at 10:00 a.m. and the counting process will begin.

### Instructions for Observing the Ballot Counting:

The ballot counting process will be conducted at a meeting of the GRF Board of Directors on Tuesday, June 5, 2018, at 10:00 a.m., Clubhouse Four, 1419 Northwood Road, Seal Beach, CA 90740. *All GRF members are welcome to observe the counting process.*

### Instructions for Attending the Annual Meeting:

The GRF Annual Meeting will be held on Tuesday, June 12, 2018, at 2:00 p.m. in Clubhouse Four, 1419 Northwood Road, Seal Beach, CA 90740. All newly-elected directors will be installed at this meeting.

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

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

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

	Kermit the Frog (incumbent)
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**Please direct any inquiries to Accurate Voting Services Inc.**

**Toll-free (855) 588-5522 [accuratevoting@um.att.com](mailto:accuratevoting@um.att.com)**

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

# OFFICIAL NON-REVOCABLE BALLOT

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

### Instructions for Voting:

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

### Instructions for Mailing Your Ballot:

After you have voted below, insert the ballot into Envelope "A." Seal Envelope "A" and insert it into Envelope "B." In the upper left hand corner of Envelope "B," print your name and address (including Mutual and Unit #); **AND** sign your name on the signature line. Mail Envelope "B" (which is pre-addressed and postage-paid) to the **Inspectors of Election** at Accurate Voting Services, Inc., P.O. Box 6117, Laguna Niguel, CA 92607-6117. Please allow 4-5 days for delivery. The Inspectors of Election must receive your mailed ballot on or before 12 noon on Monday, June 4, 2018, in order for your ballot to be counted, or you may bring your sealed ballot to Clubhouse Four, 1419 Northwood Road, Seal Beach, CA between 9:00 and 10:00 a.m. on Tuesday, June 5, 2018. The "polls" will close at 10:00 a.m. and the counting process will begin.

### Instructions for Observing the Ballot Counting:

The ballot counting process will be conducted at a meeting of the GRF Board of Directors on Tuesday, June 5, 2018, at 10:00 a.m., Clubhouse Four, 1419 Northwood Road, Seal Beach, CA 90740. *All GRF members are welcome to observe the counting process.*

### Instructions for Attending the Annual Meeting:

The GRF Annual Meeting will be held on Tuesday, June 12, 2018, at 2:00 p.m. in Clubhouse Four, 1419 Northwood Road, Seal Beach, CA 90740. All newly-elected directors will be installed at this meeting.

## GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS ELECTION FOR TWO REPRESENTATIVES/DIRECTORS FROM MUTUAL NO. NINETEEN

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

Mark  
Two (2)  
Boxes  
Only

	Batman
	Superman
	Wonder Woman (incumbent)

**Please direct any inquiries to Accurate Voting Services Inc.**

**Toll-free (855) 588-5522 [accuratevoting@um.att.com](mailto:accuratevoting@um.att.com)**

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

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Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE (DB)  
**SUBJECT:** AMEND POLICY 5041-30, REAL PROPERTY ACREAGE  
**DATE:** DECEMBER 8 , 2017

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At its meeting on December 8, 2017, the Executive Committee reviewed Policy 5041-30, Real Property Acreage. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, to clarify policy language, to include information pertaining to churches inside Leisure World and update all non-trust property to Trust property.

I move to recommend amendment of Policy 5041-30, Real Property Acreage, as presented.

**GOLDEN RAIN OPERATIONS****Real Property Acreage****AMEND**1. TRUST PROPERTY:

<u>Lot #</u>	<u>Description</u>	<u>Acreage</u>
95-641-03	<del>Proposed</del> Well Site	0.09
95-641-04	Clubhouse 1 & Picnic Area	1.85
95-651-03	Maintenance Yard Alley (side by channel)	0.09
95-651-04	Maintenance Yard	0.68
95-651-14	Amphitheater & Clubhouse 6 total area	7.65
95-681-15	Small Lot (between bldg. 200 & 203 Mutual 8 area	0.21
95-651-20	Westminster-Drainage Ditch	0.50
95-651-21	Westminster-Railway & Purchasing Dock	2.17
95-661-01	Candlebrook Alley (Alan's Alley) Parking	0.72
95-661-20	Clubhouse 2 & Car Wash	1.50
95-671-29	Clubhouse 3	2.03
95-671-30	Clubhouse 4 NuVision Credit Union	3.59
95-671-32	Triangle at Library	0.07
95-671-33	Library Building & <del>Supervision</del> Superwire Office	0.75
95-681-25	Caltrans Lot (Mini-Farms)	1.84
95-691-05	RV Lot	5.51
95-781-18	Golf Course & Swimming Pool	<u>7.95</u>
	Total Acreage	37.20

2. CHURCHES INSIDE THE WALLS:

Holy Family Roman Catholic Church	Land Donated
Leisure World Community Church*	Land Donated
Redeemer Lutheran Church of Leisure World	Land Purchased
First Christian Chapel**	Not Inside LW

\*Land reverts to the GRF Trust if this Church ever becomes anything other than a Methodist Church.

\*\*Land this Church sits on has never belonged to the GRF. Purchased from Orange County.

**GOLDEN RAIN OPERATIONS****Real Property Acreage****AMEND****3. NON-TRUST BUILDINGS ON TRUST PROPERTY:**

- A Post Office
- B Nu-Vision Building

**4. TRUST STREETS:**

<u>Name</u>	<u>Acreage</u>	<u>Name</u>	<u>Acreage</u>
Alderwood	0.94	Monterey Road	1.68
Annandale	1.36	Nassau	1.40
Brookline (Includes Exmoore)	0.37	Northwood	3.13
Burning Tree	0.46	Oak Hills	0.76
Canoe Brook	1.20	Oakmont	1.65
Cedar Crest	0.53	Pelham	1.00
Church Place	0.61	Prestwick	0.17
Danbury Lane	0.22	Sea View (Includes Braeburn)	0.64
Del Monte	4.05	Shawnee	0.23
El Dorado	4.65	Skokie	0.23
Fairfield (North & South)	1.21	Southport	0.23
Foxburg	0.61	St. Andrews Drive	9.65
Fresh Meadow	0.35	St. Johns	0.79
Glenview (Includes Haylake)	0.55	Sunningdale	0.78
*Golden Rain Road	13.04	Scioto	0.23
Homewood	0.27	Tam O'Shanter	0.39
Interlachen	1.48	Twin Hills	0.36
Kenwood	0.23	Thunderbird	1.81
Knollwood	0.38	Weeburn	0.27
Mayfield	0.31	Wentworth	0.19
Medinac	0.21		
Merion Way	1.41		
McKinney Way	0.55		
Total Acreage			60.58

\*This includes Resales Office Site & Main Gate/Globe Site.

**GOLDEN RAIN OPERATIONS****Real Property Acreage****AMEND****5. MUTUAL PROPERTY (Grant Deeds conveyed to Mutuals by GRF in exchange for money):**

Mutual No. One	52.91
Mutual No. Two	58.01
Mutual No. Three	25.18
Mutual No. Four	24.75
Mutual No. Five	30.52
Mutual No. Six	26.02
Mutual No. Seven	27.36
Mutual No. Eight	24.85
Mutual No. Nine	27.62
Mutual No. Ten	18.21
Mutual No. Eleven	22.92
Mutual No. Twelve	30.77
Mutual No. Fourteen	22.67
Mutual No. Fifteen	35.48
Mutual No. Sixteen	4.96
Mutual No. Seventeen	<u>4.93</u>
Total Acreage	437.16

**6. TOTAL ACREAGE:**

TRUST PROPERTY	(Deeds held by GRF in Trust)	37.20
TRUST STREETS	(Land excepted from Grant Deeds to Mutuals)	60.58
MUTUAL PROPERTY	(Grant Deeds from GRF)	<u>437.16</u>
		534.94

**Policy**  
**Adopted: 21 May 72**  
**Revised: 13 Jun 73**  
**Revised: 05 Feb 76**  
**Revised: 30 Sep 81**  
**Revised: 01 Oct 92**  
**Revised: 21 May 96**  
**Revised: 31 Jul 09**

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





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## MEMO

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**TO:** BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE  
**SUBJECT:** WORKERS' COMPENSATION POLICY RENEWAL  
**DATE:** DECEMBER 8, 2017  
**CC:** RANDY ANKENY, EXECUTIVE DIRECTOR

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At its regularly scheduled meeting on December 8, 2017, the Executive Committee reviewed the December 31, 2017 to December 31, 2017 Workers' Compensation insurance proposal, as submitted by DLD Insurance Brokers, Inc. (Exhibit A).

The Committee unanimously approved to recommend to the Board acceptance of the policy, as submitted, noting:

- Improved loss history through active safety programs and procedures.
- Reduction in Experience Modification from 125 to 92.
- The 2018 budget for this expense is \$396,314.00. Proposal will be an estimated \$305,494.00 representing a possible\* savings to budget of \$90,820.00.

\*Premiums are based on actual payroll, stipulated amounts are subject to change after final audit of actual payroll numbers.

I move to approve the renewal of Workers' Compensation Insurance, per the proposal submitted by DLD Insurance Brokers, as shown on Exhibit A, and authorize the President to sign all required documents.



**Golden Rain Foundation of Seal Beach**  
**dba: Seal Beach Leisure World**  
**Workers' Compensation Premium Comparison - Berkshire Hathaway (Cypress)**  
**Guaranteed Cost Plan**  
**December 31, 2017 - December 31, 2018**



CALIFORNIA	CYPRESS INSURANCE COMPANY Expiring Program - 2016-2017				CYPRESS INSURANCE COMPANY Renewal Program - 2017-2018				Rate % Change	Payroll & Premium % Change
	2016-2017 Estimated Payroll	2016-2017 Manual Rates	2016-2017 Net Rates	Premium (Rate & Payroll/100)	2017-2018 Estimated Payroll	2017-2018 Manual Rates	2017-2018 Net Rates	Premium (Rate & Payroll/100)		
8742--Salespersons--Outside	\$ 128,512	\$ 0.92	\$ 0.72	\$ 1,182	\$ 118,088	\$ 0.83	\$ 0.56	\$ 980	-10%	-8%
8810--Clerical Office Employees--NOC	\$ 2,540,054	\$ 0.74	\$ 0.58	\$ 18,796	\$ 2,450,041	\$ 0.65	\$ 0.44	\$ 15,925	-12%	-4%
9060--Clubs--Country or Golf--All Employees	\$ 45,761	\$ 9.84	\$ 7.75	\$ 4,503	\$ 39,842	\$ 8.69	\$ 5.87	\$ 3,462	-12%	-13%
9066--Homeowners Assoc.--Not Building Ops	\$ 4,919,318	\$ 8.65	\$ 6.81	\$ 425,521	\$ 5,292,295	\$ 7.67	\$ 5.18	\$ 405,919	-11%	8%
<b>Estimated Payroll Totals</b>	<b>\$ 7,633,645</b>				<b>\$ 7,900,266</b>					<b>3%</b>
<b>Manual Premium Totals</b>				<b>\$ 450,003</b>				<b>\$ 426,286</b>		
<b>Rating Factors:</b>										
Experience Modification			125%	\$ 112,501			92%	\$ (34,103)		
Schedule Modification			35%	\$ (195,103)			25%	\$ (96,619)		
Premium Discount			3.8%	\$ (13,983)			3.6%	\$ (10,759)		
Volunteer Coverage (Adjusted at Audit)				\$ 750				\$ 3,000		
Expense Constant				\$ 100				\$ 100		
Terrorism Charge				Included				Included		
<b>Estimated Annual Standard Premium</b>				<b>\$ 354,267</b>				<b>\$ 287,905</b>		
Taxes and Assessments			3.0037%	\$ 10,640			3.1082%	\$ 8,949		
R-T Workers' Comp Specialty Fee				\$ 10,630				\$ 8,640		
<b>Total Estimated Annual Placement Cost</b>										
<b>Subject to Final Audit</b>				<b>\$ 375,537</b>				<b>\$ 305,494</b>		<b>-19%</b>
<b>Savings</b>					<b>\$ (70,043)</b>					
<b>Program Net Rate (Total Cost/Total Payroll x \$100)</b>				<b>\$ 4.92</b>					<b>\$ 3.87</b>	<b>-21%</b>

**Notes:**

1. The expiring program contemplates all mid term endorsements.
2. Net rates do not include taxes & fees.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE (CM)  
**SUBJECT:** ACCEPTANCE OF THE NOVEMBER FINANCIAL STATEMENTS  
**DATE:** NOVEMBER 20, 2017  
**CC:** FILE

---

At the regular meeting of the Finance Committee on December 18, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the November 2017 financial statements for audit.

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

I move that the GRF Board of Directors accept the November 2017 financial statements for audit.

## Financial Recap – November 2017

As of the eleven-month period ended November 2017, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$545,981.

Major variances are:

Salaries & Wages	124,939	Vacancies of key positions in Transportation, Phys Prop. & Service Maintenance.
Employment Taxes & Benefits	216,659	P/R Taxes \$36K; Workers' Comp \$64K; Group Ins \$95K; 401(k) Match \$12K
Temporary Agency Fees	(95,567)	Temps used to fill key vacant positions
Legal/Litigation Fees	(54,617)	Excess litigation
Other Professional Services	102,046	Reserve study, Fair Housing & Training
Property & Liability Insurance	35,663	Budget less than actual premiums
Certificate Preparation Income	59,150	Escrow and transfers exceeds planned
Rental Income - Resales	148,150	Unit sales exceeds planned
News Advertising	(90,285)	Display (\$49K); Navigator (\$33K)

<b>Reserve Funds</b>	<b>Fund Balance</b>	<b>Allocated For 2017 Projects</b>	<b>Allocated For Future Projects</b>	<b>For details, see page</b>
Repairs & Replacements	\$9,301,307	\$2,736,937	\$6,564,370	9

<b>Capital Funds</b>	<b>Fund Balance</b>	<b>Allocated Funds</b>	<b>Unallocated Funds</b>	<b>For details, see page</b>
Capital Improvements	\$1,657,578	\$645,085	\$1,012,493	11

Total approved unbudgeted operating expenses \$338,389 of which \$158,401 has not been expended.

P.O. Box 2069  
Seal Beach CA 90740

Description		
<b>Current Assets:</b>		
1122000	Cash & cash equivalents	177,471
	Non-Restricted Funds	1,056
	Receivables	1,229,146
	Prepaid expenses	456,595
	Inventory of maintenance supplies	<u>452,219</u>
<b>Total Current Assets</b>		<b>2,316,488</b>
<b>Designated deposits</b>		
1211000	Contingency Operating Fund	100,000
	Reserve Fund	9,301,307
1212500	Capital Improvement Fund-GRF	1,657,578
1213000	Liability Deductible & Hazard Fund	<u>204,003</u>
<b>Total designated deposits</b>		<b>11,262,888</b>
<b>Notes Receivable</b>		
1411000	Notes Receivable	<u>25,519</u>
<b>Total Notes Receivable</b>		<b>25,519</b>
<b>Fixed Assets</b>		
	Land, Building, Furniture & Equipment	34,160,033
	Less: Accumulated Dep'n	<u>(22,942,395)</u>
<b>Net Fixed Assets</b>		<b>11,217,638</b>
<b>Other Assets</b>		<u>                    </u>
<b>Total Assets</b>		<b><u><u>24,822,533</u></u></b>



P.O. Box 2069  
Seal Beach CA 90740

Description		
<b>Liabilities &amp; Equity</b>		
<b>Current Liabilities:</b>		
Accounts payable	406,835	
Project Commitments	1,278,562	
Prepaid Deposits	9,450	
Accrued payroll & payroll taxes	572,576	
Accrued expenses	332,549	
Accrued property taxes	100,323	
<b>Total Current Liabilities</b>	<b>2,700,295</b>	
<b>Total Liabilities</b>		<b>2,700,295</b>
<b>Equity</b>		
<b>Mutuals' Beneficial Interest</b>		
3211000 Contingency Operating Reserve Equity	500,000	
3212000 Reserve Equity	8,132,606	
3394000 Capital Fund Equity	1,547,718	
3310000 Beneficial Interest in Trust	8,246,550	
<b>Total Mutuals' Beneficial Interest</b>		<b>18,426,874</b>
<b>Membership interest</b>		
Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800	
Additional paid-in-capital	4,867,355	
<b>Total Paid-in-Capital</b>		<b>6,477,155</b>
<b>Excess Income</b>		
Current Year	(474,347)	
<b>Total Excess Income</b>		<b>(474,347)</b>
3920000 Dep'n & Amortization		<b>(2,307,443)</b>
<b>Net Stockholders' Equity</b>		<b>22,122,238</b>
<b>Total Liabilities &amp; Stockholders' Equity</b>		<b>24,822,533</b>

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

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
<b>Balance 10/31/2017</b>	<b>500,000</b>	<b>9,432,435</b>	<b>1,591,055</b>	<b>204,003</b>	<b>142,922</b>	<b>11,870,416</b>
Funded: Assessments		95,833				95,833
Funded: Membership Fees collected (62)		80,755	80,755			161,510
Funded: M17 Lease Fees collected (2)		213	213			425
Funded: Interest on Funds		3,981				3,981
Progress Payments on CIP						-
Expenditures		(311,910)	(14,445)			(326,355)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Disbursement to Mutuals						-
Transfers to General Checking	(400,000)				400,000	-
Interest Income Allocation						-
Net Monthly Activity					(541,866)	(541,866)
<b>Balance 11/30/2017</b>	<b>100,000</b>	<b>9,301,307</b>	<b>1,657,578</b>	<b>204,003</b>	<b>1,056</b>	<b>11,263,944</b>
 Net Activity	 (400,000)	 (131,128)	 66,523	 -	 (141,866)	 (606,472)

**Golden Rain Foundation**  
**Quick Balance Sheet Analysis**  
**For the Period Ended November 30, 2017**

**SELECTED BALANCE SHEET ITEMS**

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	178,527	620,810	(442,283)
Current Assets	13,579,376	13,510,403	68,973
Current Liabilities	2,700,295	2,733,449	(33,154)
Current Ratio	5.03	4.94	
Designated Deposits:	11,262,888	11,727,494	(464,606)
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

**RESULT OF OPERATIONS**

Current Month	Actual	Budget	Variance	%
Income	1,323,560	1,266,114	57,446	4.54
Expense	1,268,046	1,239,271	(28,775)	(2.32)
Net Materials Recovery(Pass Thru)	0	0	0	
<b>Excess Income or (Expense)</b>	<b>55,514</b>	<b>26,843</b>	<b>28,671</b>	
Year To Date	Actual	Budget	Variance	%
Income	14,487,605	14,261,835	225,770	1.58
Expense	14,076,103	14,396,314	320,211	2.22
Net Materials Recovery(Pass Thru)	0	0	0	
<b>Excess Income or (Expense)</b>	<b>411,502</b>	<b>(134,479)</b>	<b>545,981</b>	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2017
162.38	155.83	161.92



2017 Reserve Expenditures

Cost Center	Description	2017	Prior	Current	Other	Total	Prior	YTD EXPENDITURES			TTD	2017
		Reserve Study	Approved	Approved	Adjustments	Projects	Expenditures	Jan-Oct	Nov	Total	Expenditures	Allocated Funds
30	Replacement of AC Unit - Admin. Building (774-16) (Completed as 3/13/17)	-	6,200			6,200	5,580	620		620	6,200	-
30	Administration Building First Floor Improvement- Finance & Stock transfer (809-17)	-	-	92,151		92,151	-	84,198	315	84,513	84,513	7,638
30	Replacement of HVAC Unit - Admin. Building Conference Room A (818-17) (Completed as 10/10/17)	-	-	6,200		6,200	-	6,200		6,200	6,200	-
34	St. Andrews & North Gate Server Replacements (Incl. 10% contingency)	-	3,300		(3,300)	-	-	-		-	-	-
35	Replace Interior Light Fixtures (2016 RS not started)	-	3,584			3,584	-	-		-	-	3,584
35	Tree Removal and Re-landscaping of Area (813-17)	-	-	8,800		8,800	-	3,800		3,800	3,800	5,000
37	Replace Lighting Signage (2016 RS not started)	-	20,478		(20,478)	-	-	-		-	-	-
37	Replacement of Coin Counter Machine	-	-	6,892	(15)	6,877	-	6,877		6,877	6,877	-
44	Equipment Replacement- Trifold Machine	-	-	2,700	(6)	2,694	-	2,694		2,694	2,694	-
45	Replace Drapery and Traveler	-	-	37,632		37,632	-	-		-	-	37,632
46	Replacement of Bridge Hand Railing (827-17) (Completed as 11/21/17)	-	-	7,865		7,865	-	7,865		7,865	7,865	-
46	Replacement of Rubber Walkway (829-17) (Completed as 11/21/17)	-	-	8,927	(1)	8,926	-	-	8,926	8,926	8,926	-
48	Paint Exterior Flatwork (2016 RS not started)	-	4,505			4,505	-	-		-	-	4,505
48	Replace Water Storage Tanks (2016 RS not started)	-	12,287		(12,287)	-	-	-		-	-	-
48	Replace Solar Panels (2016 RS not started)	-	28,055		(28,055)	-	-	-		-	-	-
48	Replace Swimming Pool Deck Furniture	-	-	8,000		8,000	-	4,259	2,753	7,011	7,011	989
51	Replacement of wood shop band saw	-	-	2,000	(114)	1,886	-	1,886		1,886	1,886	-
51	Replace Four Automatic Sliding Doors (840-17)	-	-	29,562		29,562	-	-		-	-	29,562
52	Replacement of wood shop band saw	-	-	2,000	(114)	1,886	-	1,886		1,886	1,886	-
52	Sewer Pump Replacement (776-16) (Completed as 7/28/17)	-	125,562		(20,000)	105,562	31,669	73,893		73,893	105,562	-
52	Clubhouse Upgrades	400,000	-			-	-	-		-	-	-
53	Paint Wood Siding & Trim (2016 RS not started)	-	14,130		(14,130)	-	-	-		-	-	-
53	Paint Interior Flatwork (2016 RS not started)	-	25,393		(25,393)	-	-	-		-	-	-
53	Room Nine Roof Replacement (826-17)	-	-	15,000		15,000	-	-		-	-	15,000
53	Replace one Automatic Sliding Door (842-17)	-	-	8,355		8,355	-	-		-	-	8,355
54	Replace New Water Heater (2016 RS not started)	-	4,352		(4,352)	-	-	-		-	-	-
54	Clubhouse Upgrades (773-16) (Completed as 10/10/17)	-	198,703		(17,436)	181,267	46,548	134,719		134,719	181,267	-
56	Paint Exterior Ironwork & Flatwork (822-17)	-	14,079	6,421	-	20,500	-	18,450	2,050	20,500	20,500	-
56	Replace heat pump #1 (779-16) (Completed as 3/13/17)	-	6,375			6,375	6,088	288		288	6,375	-
56	Concrete replacement- West end alongside ambulance driver office (808-17) (Completed as 7/28/17)	-	-	8,000	(1,901)	6,099	-	6,099		6,099	6,099	-
74	Paint Exterior Flatwork (2016 RS not started)	-	11,724		(11,724)	-	-	-		-	-	-
74	Replacement of Wood Shop equipment & Electrical panel (799-16) (Completed as 7/28/17)	-	42,000		2,108	44,108	12,639	31,469		31,469	44,108	-
74	Storage Improvements- work benches, storage racks, cabinets	-	-	15,000		15,000	-	10,916		10,916	10,916	4,084
79	Clubhouse 1, 2, 3, 6 Revitalization Project (830-17)	-	-	1,000,000		1,000,000	-	60,919	5,889	66,809	66,809	933,191
79	Repair Concrete and Wood Shoreline at Pond (2016 RS not started)	-	2,560			2,560	-	-		-	-	2,560
79	Refurbish Golf Course Greens (2016 RS not started)	-	10,239			10,239	-	-		-	-	10,239
79	Community Landscape Remodel (2016 RS not started)	-	10,239			10,239	-	-		-	-	10,239
79	Community Concrete Flatwork (2016 RS not started)	-	25,598			25,598	-	-		-	-	25,598
79	Community Asphalt Seal Coat- Parking Lots (2016 RS not started)	-	38,038			38,038	-	-		-	-	38,038
79	Community Asphalt Seal Coat-Street Phase 4 (2016 RS not started)	-	51,195			51,195	-	-		-	-	51,195
79	Main Gate Beautification - Globe (730-15B)	-	163,270			163,270	163,270	-		-	163,270	-
79	Globe - Replacement of Continents (730-15B) (Transfer funds to Globe lighting design)	-	201,000		(22,919)	178,081	155,387	6,605		6,605	161,993	16,088
79	Globe Lighting Design (730-15B) (Transfer funding from Globe project 730-15B)	-	-	22,919		22,919	-	1,000		1,000	1,000	21,919
79	Perimeter wall sections B (591-01B-B) (Completed as 1/12/17)	-	350,000		(194,247)	155,753	155,753	-		-	155,753	-
79	Perimeter wall sections A (591-01B-A) (Completed as 1/12/17)	-	494,000		(15,770)	478,230	478,230	-		-	478,230	-
79	Perimeter wall sections J & K (591-01B-JK)	-	542,289		107,711	650,000	78,323	-		-	78,323	571,677
79	St. Andrews Gate Improvements (723-14)	-	50,000	2,808		52,808	9,978	3,870		3,870	13,848	38,960
79	Perimeter wall sections L & M (591-01B-LM)	-	900,000			900,000	628,042	233,334		233,334	861,376	38,624
79	Landscape Replacement- Admin./HCC Palm Island, J Island, Pump Island (794-16) (Completed as 3/13/17)	-	10,249		395	10,644	-	10,644		10,644	10,644	-
79	Street Paving Project- Phase one (Cedar Crest, Knollwood, Fairfield/Prestwick, Shawnee...) (764-16)	-	600,000			600,000	-	270,212	230,074	500,286	500,286	99,714
79	Street Paving Project- Phase two ( St. Andrews Drive ) (836-17)	600,000	-	581,639		581,639	-	100,128	6,000	106,128	106,128	475,511
79	Main Gate Entrance- Landscape and Hardscape Improvements (825-17)	229,000	-	158,577		158,577	-	52,515	45,903	98,418	98,418	60,159
79	Replace and Purchase Four Traffic Signal Poles (814-17) (Completed as 11/21/17)	-	-	36,000	(4,105)	31,895	-	31,895		31,895	31,895	-
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (738-15)	-	-	237,800		237,800	-	3,800	10,000	13,800	13,800	224,000
79	Painting St. Andrews and North Gate Buildings	-	-	2,875		2,875	-	-		-	-	2,875
<b>Total Planned Reserve Expenditures</b>		<b>1,229,000</b>	<b>3,969,404</b>	<b>2,308,123</b>	<b>(286,134)</b>	<b>5,991,393</b>	<b>1,771,507</b>	<b>1,171,040</b>	<b>311,910</b>	<b>1,482,950</b>	<b>3,254,456</b>	<b>2,736,937</b>

2017 Capital Plan

Center	Description	Prior Approved	2017 Budget	Additional Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD Expenditures	Allocated Funds
								Jan-Oct	Nov	Total		
32	Barcode label printer	1,000				1,000	-	-	-	-	-	1,000
32	Purchasing Office Improvements (805-17) (Completed as 7/28/17)	-		20,600	(9,630)	10,970	-	10,970		10,970	10,970	-
33	Purchase 1 GEM Vehicle	-		1,500	2,269	3,769	-	3,769		3,769	3,769	-
MAC	Replace Recording Secretaries Work Station	-		3,800	(14)	3,786	-	3,786		3,786	3,786	-
34	CH4 Technology Enhancements (773-16T) (Completed as 7/28/17)	44,000			(32,743)	11,257	-	11,257		11,257	11,257	-
34	Jenark System (5000-14 J)	183,017			34,983	218,000	183,017	-		-	183,017	34,983
34	Axxerion System (5000-14 A)	67,000		50,000		117,000	57,644	15,338	400	15,738	73,381	43,619
34	Surveillance Cameras	13,000			3,341	16,341	63	16,279		16,279	16,341	-
34	Visual Display Solutions	22,000			(22,000)	-	-	-		-	-	-
37	Sound Proofing Panels @ Main Gate Lobby	2,000				2,000	-	-	1,354	1,354	1,354	646
47	RV Lot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17)	-		28,000		28,000	-	16,890	1,232	18,122	18,122	9,878
47	RV Lot Electrical Upgrade- 400 amps (837-17)	-		28,085		28,085	-	-		-	-	28,085
48	Pool Area Planning- replace/enhance or modify	-		25,000		25,000	-	-		-	-	25,000
51	Dust Extraction Units	-		1,000	(321)	679	-	679		679	679	-
52	Dust Extraction Units	-		1,000	(321)	679	-	679		679	679	-
52	Develop redesign CH2 Outdoor Multi-Use Area (785-16)	13,750				13,750	-	12,250		12,250	12,250	1,500
52	Mission Park Project (841-17)	-		330,000		330,000	-	-		-	-	330,000
52	Clubhouse Interior Improvements (Multipurpose Court)	-	250,000		(250,000)	-	-	-		-	-	-
52	Clubhouse Griddle Electrical Upgrade (812-17) (Completed as 7/28/17)	-		7,000	(2,356)	4,644	-	4,644		4,644	4,644	-
52	Replace Landscaping adjacent to Clubhouse- Topiary Area (834-17)	-		8,000	560	8,560	-	-	8,560	8,560	8,560	-
53	Clubhouse Upgrades (773-16) (Completed as 10/10/17)	22,150			(2,990)	19,160	4,189	14,971		14,971	19,160	-
54	Remove and relocate Flag Pole	-		7,500		7,500	-	-		-	-	7,500
55	Building 5 first floor remodel- Design (765-16) (Completed as 8/30/17)	1,600			(950)	650	650	-		-	650	-
55	Conference Room B Remodel (772-16) (Completed as 4/20/17)	39,058				39,058	39,058	-		-	39,058	-
55	Building 5 first floor remodel- Relocate Recreation Offices (831-17)	-	30,000	10,000	(30,000)	10,000	-	4,251	1,659	5,910	5,910	4,090
55	Add Purchasing Sales Center	-	25,000		(25,000)	-	-	-		-	-	-
55	Relocation Project- Distribution relocated to Building 5, Modify Stock Transfer, Install sound suppression Conf. RM B&C (816-17) (Completed as 11/21/17)	-		20,862	(4,334)	16,529	-	16,529		16,529	16,529	-
56	Install Air Walls	-	25,000		(6,898)	18,102	-	18,102		18,102	18,102	-
56	Install 2 Fixed Wall Systems	-		3,518		3,518	-	-		-	-	3,518
56	Install Ramp on East End (839-17)	-		16,780		16,780	-	-		-	-	16,780
70	Purchase 1 GEM Vehicle	-		3,450		3,450	-	3,450		3,450	3,450	-
70	Purchase 5 Club Carts	-		37,800		37,800	-	-		-	-	37,800
74	Purchase Trailer for Kubota Backhoe (824-17)	-		2,694	(102)	2,591	-	2,591		2,591	2,591	-
79	Landscape CH3 Library Patio	6,000			(6,000)	-	-	-		-	-	-
79	Resales Office Remodel (725-14) (Completed as 3/13/17)	70,000			(9,897)	60,103	54,652	5,451		5,451	60,103	-
79	Pedestrian Gate at Northwood Road (820-17)	28,143				28,143	-	16,850		16,850	16,850	11,293
79	Main Gate Landscape Architect (790-16) (Completed as 9.27.17)	8,000			(1,750)	6,250	-	6,250		6,250	6,250	-
79	Sidewalk addition at Medical Center Building to Conference RM B (784-16) (Completed as 3/13/17)	30,000			(550)	29,450	24,525	4,925		4,925	29,450	-
79	Red Curb Review Study (796-16) (Completed as 9.27.17)	9,720				9,720	-	9,720		9,720	9,720	-
79	Nassau Drive Landscaping (797-16) (Completed as 3/13/17)	6,450				6,450	-	6,450		6,450	6,450	-
79	Landscape Replacement- South Side Hill at Amphitheater/ HCC (795-16) (Completed as 3/13/17)	3,280			74	3,280	-	3,280		3,280	3,280	-
79	Concrete Replacement and Landscaping at South end of Building 5 (793-16) (Completed as 9.27.17)	16,500			(803)	15,697	14,500	1,197		1,197	15,697	-
79	Upgrade 1.8 acres for Rolling Thunder Golf Cart Club (806-17)	-		19,200		19,200	-	12,571		12,571	12,571	6,629
79	Conduct Traffic Control Evaluation at Oakmont/St. Andrews & Interlachen/St. Andrews (807-17) (Completed as 9.27.17)	-		2,200		2,200	-	2,200		2,200	2,200	-
79	Install Physio-Control LIFEPAK CR & Automated External Defibrillators	-		28,000	(3,487)	24,513	-	24,513		24,513	24,513	-
79	Add railings and stairs to Post Office (811-17) (Completed as 9.27.17)	-		10,100	(1,000)	9,100	-	9,100		9,100	9,100	-
79	Replace back up generator for Server, phone, radio- Amphitheater/Administration Buildings (817-17)	-		35,000		35,000	-	17,495	40	17,535	17,535	17,465
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (738-15)	-		35,000		35,000	-	-		-	-	35,000
79	CH3 and CH4 Entrance Triangle Landscaping	-		1,635		1,635	-	1,635		1,635	1,635	-
79	On Site Post Office Painting (828-17)	-		1,500		1,500	-	-	1,200	1,200	1,200	300
79	Street Paving Project- Phase two ( St. Andrews Drive )- Conduit Installation for fiber optic cable (836-17)	-		30,000		30,000	-	-		-	-	30,000
Total Planned Capital Acquisitions		586,594	330,000	769,223	(369,918)	1,315,899	378,298	278,071	14,445	292,516	670,814	645,085





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE  
**SUBJECT:** RENEW LEASES  
**DATE:** DECEMBER 12, 2017  
**CC:** FILE

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At the regularly scheduled meeting of the Finance Committee on December 18, 2017, the Committee recommended the Golden Rain Foundation Board of Directors renew leases 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 agreements noted.

I move to approve renewal of the following leases

- Friends of the Leisure World Library
- Genealogy Club
- Golden Age Foundation
- Leisure World Historical Society
- Leisure World Radio Club
- Leisure World Theater Club
- Video Producers Club

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 agreements noted, and authorize the President to sign the lease agreements.

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## LEASE AGREEMENT – FRIENDS OF THE LIBRARY

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 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, a California non-profit public benefit corporation (hereinafter referred to as "**FRIENDS**") 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 consists of a 1,150 square feet building, located at 2300 North Gate Road (hereinafter the "Premises").
- b. **FRIENDS** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **FRIENDS** has examined the Premises and fully accepts its present condition.

### 2. TERM

The term of this lease shall be one (1) year commencing January 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **FRIENDS** 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.

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

### 4. USAGE

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

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

- a. **FRIENDS** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_. (initials)



## LEASE AGREEMENT – FRIENDS OF THE LIBRARY

- 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 attached to this Agreement and shall include a resolution from the **FRIENDS'** Board of Directors to enter this agreement.
- 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 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.
- e. **FRIENDS** 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.
- f. **FRIENDS** 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 **FRIENDS's** personal property and equipment stored at the Premises.
- g. **FRIENDS** shall procure any and all permits required by law to operate the business of **FRIENDS** at the Premises.

### 5. DISCLAIMER

**FRIENDS** agrees, all acts by **FRIENDS**, 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 **FRIENDS**.

### 6. MAINTENANCE

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

- a. **FRIENDS** shall be liable for any damage to the Premises resulting from the acts or omissions of **FRIENDS**, its members, guests or any of its authorized representatives\_\_\_\_\_. (Initials)
- 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 or 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 original condition.
- c. If **FRIENDS** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business

## LEASE AGREEMENT – FRIENDS OF THE LIBRARY

days after the GRF Representative (Recreation Manager) 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.

### 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 **FRIENDS** 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 **FRIENDS'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 **FRIENDS's** use of the Premises.

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

### 9. 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**. GRF shall have the right to



## LEASE AGREEMENT – FRIENDS OF THE LIBRARY

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.

### 10. DEFAULT

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

- 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 **FRIENDS**. If a default cannot reasonably be cured within thirty (30) days, **FRIENDS** shall not be in default of 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 given under this paragraph shall specify the alleged default in the applicable agreement provisions, and shall demand that **FRIENDS** 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 **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 terminate this lease and **FRIENDS'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 **FRIENDS** shall terminate this Agreement.
- c. GRF, at any time after **FRIENDS** commits a default, can cure the default at **FRIENDS's** cost. If GRF at any time, by reason of **FRIENDS's** 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.

### 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 **FRIENDS** is complying with its obligations under the Agreement\_\_\_\_\_. (Initials)



## LEASE AGREEMENT – FRIENDS OF THE LIBRARY

### 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 **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.

### 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.

## LEASE AGREEMENT – FRIENDS OF THE LIBRARY

### GOLDEN RAIN FOUNDATION

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

### FRIENDS OF THE LW LIBRARY

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

#### Attachments:

1. FRIENDS Bylaws
2. FRIENDS Resolution

## LEASE AGREEMENT – GENEALOGY CLUB

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 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 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 consists of room **ten (10) in Clubhouse Three (3) building, consisting of 546 square feet, located at 1421 Northwood Road** (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 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **CLUB** 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 purposes to provide volunteers to: staff **CLUB's** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

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

- a. **CLUB** or its members shall not operate as a business\_\_\_\_. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_. (initials)



## LEASE AGREEMENT – GENEALOGY CLUB

- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter 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.

### 5. DISCLAIMER

**CLUB** agrees, all acts by **CLUB**, are as a fully independent **CLUB** 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 **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 \_\_\_\_\_. (Initials)
- 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 written notice from



## LEASE AGREEMENT – GENEALOGY CLUB

**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

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.

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

### 9. ASSIGNMENT

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

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

## LEASE AGREEMENT – GENEALOGY CLUB

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

### 10. DEFAULT

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

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

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

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

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

### 11. RIGHT OF ENTRY

In addition to normal 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\_\_\_\_\_. (Initials)

### 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.



## LEASE AGREEMENT – GENEALOGY CLUB

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.

## LEASE AGREEMENT – GENEALOGY CLUB

### GOLDEN RAIN FOUNDATION

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

### GENEALOGY CLUB

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

#### Attachments:

1. CLUB Bylaws
2. CLUB Resolution



## LEASE AGREEMENT – GOLDEN AGE FOUNDATION

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 20\_\_\_\_ (“Agreement”), 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 consists of room **1A & 1B in Clubhouse Six (6) building of 790 square feet, located at 1661 Golden Rain Road, Building E** (hereinafter the “Premises”).
- b. **GOLDEN AGE** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **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 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **GOLDEN AGE** 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’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **GOLDEN AGE**; engage in activities which further the purposes of the **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** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_\_. (initials)

## LEASE AGREEMENT – GOLDEN AGE FOUNDATION

- b. **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.
- c. **GOLDEN AGE** shall comply with the **GOLDEN AGE's** Bylaws attached to this Agreement and shall include a resolution from the **GOLDEN AGE's** Board of Directors to enter this agreement.
- d. **GOLDEN AGE** shall comply with all of the regulations and rules of **GOLDEN AGE's** use of the Premises including, without limitation, the obligation, at **GOLDEN AGE'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.
- e. **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.
- f. **GOLDEN AGE** 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 **GOLDEN AGE's** personal property and equipment stored at the Premises.
- g. **GOLDEN AGE** shall procure any and all permits required by law to operate the business of **GOLDEN AGE** at the Premises.

### 5. DISCLAIMER

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

### 6. MAINTENANCE

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

- a. **GOLDEN AGE** shall be liable for any damage to the Premises resulting from the acts or omissions of **GOLDEN AGE**, its members, guests or any of its authorized representatives \_\_\_\_\_. (Initials)
- 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 original condition.



## LEASE AGREEMENT – GOLDEN AGE FOUNDATION

- 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 written 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

The **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 **GOLDEN AGE's** use of the Premises.

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 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

## LEASE AGREEMENT – GOLDEN AGE FOUNDATION

the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **GOLDEN AGE**.

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

### 10. DEFAULT

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

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

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

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

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

### 11. RIGHT OF ENTRY

In addition to normal 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 **GOLDEN AGE** is complying with its obligations under the Agreement\_\_\_\_\_. (Initials)



## LEASE AGREEMENT – GOLDEN AGE FOUNDATION

### 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.

### 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.

## LEASE AGREEMENT – GOLDEN AGE FOUNDATION

### GOLDEN RAIN FOUNDATION

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

### GOLDEN AGE FOUNDATION

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

#### Attachments:

1. GOLDEN AGE Bylaws
2. GOLDEN AGE Resolution

## LEASE AGREEMENT – LW HISTORICAL SOCIETY

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 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 "**SOCIETY**") 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 consists of room A in Clubhouse One (1) building, consisting of 434 square feet, located at 1880 Golden Rain Road (hereinafter the "Premises").
- b. **SOCIETY** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **SOCIETY** has examined the Premises and fully accepts its present condition.

### 2. TERM

The term of this lease shall be one (1) year commencing January 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **SOCIETY** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

### 3. ANNUAL RENTAL AND TAXES

**SOCIETY** 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

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

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

- a. **SOCIETY** or its members shall not operate as a business\_\_\_\_\_. (initials)
- b. **SOCIETY** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_\_. (initials)



## LEASE AGREEMENT – LW HISTORICAL SOCIETY

- c. **SOCIETY** 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. **SOCIETY** shall comply with the **SOCIETY's** Bylaws attached to this Agreement and shall include a resolution from the **SOCIETY's** Board of Directors to enter this agreement.
- e. **SOCIETY** shall comply with all of the regulations and rules of **SOCIETY's** use of the Premises including, without limitation, the obligation, at **SOCIETY'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. **SOCIETY** 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. **SOCIETY** 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 **SOCIETY's** personal property and equipment stored at the Premises.

### 5. DISCLAIMER

**SOCIETY** agrees, all acts by **SOCIETY**, are as a fully independent club 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 **SOCIETY**.

### 6. MAINTENANCE

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

- a. **SOCIETY** shall be liable for any damage to the Premises resulting from the acts or omissions of **SOCIETY**, its members, guests or any of its authorized representatives\_\_\_\_\_. (Initials)
- b. **SOCIETY** 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 **SOCIETY** to remove any alteration that **SOCIETY** has made to the Premises. If GRF so elects, **SOCIETY** at its cost, shall restore the Premises to the original condition.
- c. If **SOCIETY** 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 written

## LEASE AGREEMENT – LW HISTORICAL SOCIETY

notice from **SOCIETY** 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

The **SOCIETY** 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 **SOCIETY'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 **SOCIETY's** use of the Premises.

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

### 9. ASSIGNMENT

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



## LEASE AGREEMENT – LW HISTORICAL SOCIETY

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

### 10. DEFAULT

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

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



## LEASE AGREEMENT – LW HISTORICAL SOCIETY

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

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.

## LEASE AGREEMENT – LW HISTORICAL SOCIETY

### GOLDEN RAIN FOUNDATION

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

### LW HISTORICAL SOCIETY

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

#### Attachments:

1. CLUB Bylaws
2. CLUB Resolution

## LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 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 Radio 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 consists of room **D in the Amphitheater, consisting of 164 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 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **CLUB** 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 purposes to provide volunteers to: staff **CLUB's** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

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

- a. **CLUB** or its members shall not operate as a business\_\_\_\_. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_. (initials)



## LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter 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.

### 5. DISCLAIMER

**CLUB** agrees, all acts by **CLUB**, are as a fully independent **CLUB** 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 **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\_\_\_\_\_. (Initials)
- 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 written notice from

## LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

**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

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.

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

### 9. ASSIGNMENT

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

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



## LEASE AGREEMENT – LEISURE WORLD RADIO 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** 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\_\_\_\_\_. (Initials)

### 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.



## LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

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.

## LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

### GOLDEN RAIN FOUNDATION

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

### LW RADIO CLUB

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

#### Attachments:

1. CLUB Bylaws
2. CLUB Resolution

## LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 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 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 consists 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 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **CLUB** 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 purposes to provide volunteers to: staff **CLUB's** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

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

- a. **CLUB** or its members shall not operate as a business\_\_\_\_. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_. (initials)



## LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter 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.

### 5. DISCLAIMER

**CLUB** agrees, all acts by **CLUB**, are as a fully independent **CLUB** 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 **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\_\_\_\_\_. (Initials)
- 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 written notice from

## **LEASE AGREEMENT – LEISURE WORLD THEATER CLUB**

**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**

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.

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

### **9. ASSIGNMENT**

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

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



## LEASE AGREEMENT – LEISURE WORLD THEATER 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\_\_\_\_\_. (Initials)

### 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.



## **LEASE AGREEMENT – LEISURE WORLD THEATER CLUB**

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.

## LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

### GOLDEN RAIN FOUNDATION

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

### LW THEATER CLUB

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

#### Attachments:

1. CLUB Bylaws
2. CLUB Resolution

## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

No. \_\_\_\_\_

This lease agreement is made on January 1<sup>st</sup>, 20\_\_\_\_ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Video Producers Club (hereinafter referred to as “**CLUB**”) who agrees as follows:

### 1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consists of room **A in Clubhouse Three (3) building, consisting of 1,143 square feet, located at 1421 Northwood Road** (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 1<sup>st</sup>, 20\_\_\_\_ and shall expire December 31<sup>st</sup>, 20\_\_\_\_. GRF and/or **CLUB** 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 purposes of video production, to provide volunteers to: staff **CLUB’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

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

- a. **CLUB** or its members shall not operate as a business\_\_\_\_\_. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times\_\_\_\_\_. (initials)



## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter 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.

### 5. 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."*

## LEASE AGREEMENT – VIDEO PRODUCERS 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\_\_\_\_\_. (Initials)
- 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 written 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

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.

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



## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

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



## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

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\_\_\_\_\_. (Initials)

### 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

## LEASE AGREEMENT – VIDEO PRODUCERS CLUB

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

\_\_\_\_\_

#### Attachments:

1. CLUB Bylaws
2. CLUB Resolution

### VIDEO PRODUCERS CLUB

\_\_\_\_\_  
President (*signature*)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE  
**SUBJECT:** AMEND POLICY 5061-31, FEES (**FINAL VOTE**)  
**DATE:** DECEMBER 19, 2017  
**CC:** FILE

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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), with a comparison of the changes (Exhibit B) to the current policy version (Exhibit C).

At its meeting of October 24, 2017, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the November 2nd edition on the *Golden Rain News*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/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.

One written item of correspondence, regarding amendment of Policy 5061-31, Fees, has been received during the 30-day notification to the membership period (attached).

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

I move to amend Policy 5061-31, Finance – Fees, to include changing “Membership” fee to “Amenities” fee, updating “Shareholder” to “Member” and increasing the Amenity Fee.



December 4, 2017

TO: Golden Rain Foundation

RE: Proposed Policy Revisions  
POLICY 5061-31 – FINANCE Fees

Having read the above-referenced policy revision, I am suggesting the following changes to Section 1 be considered for clarity, since the policy infers that payment of the “Amenities” fee results in Membership in GRF.

1.5 The use of the word “existing” implies that this provision might only apply to those who are MEMBERS at the time of this policy revision date and might not apply to those who pay the “Amenities” fee (formerly Membership fee) .

By striking the word “Existing” 1.5 could be reworded as “GRF Member(s) (owner & co-owner), co-occupant non owner(s) and qualified permanent resident(s).....” so as to keep the same intent.

1.6 “If they are out of the community for more than thirty (30) days, a new Amenities fee will need to be paid.” Upon reading this I wondered who “they” were. After reading it again I realized that it was related to the 1.5 transfer and NOT 1.1 which defines who pays the Amenities fee. Please consider renumbering this to 1.5.1 so that it is clear that the limitation is for transferring between units and doesn’t apply to “Members” in general.

Respectfully,



Susan Ferraro  
Mutual 12, 42E



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

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

1. **Facilities and Amenities (Amenities) Fee:**

- 1.1 Each owner, co-owner, co-occupant non-owner, or qualified permanent resident is required to pay a one-time, non-refundable Amenities fee.
- 1.2 The Amenities fee for an owner, co-owner, co-occupant non-owner or qualified permanent resident represents a use fee for access and use of the Trust facilities, amenities, and participation in GRF activities.
- 1.3 Non-resident co-owners do not pay an Amenities fee and have no right to use any of the facilities or amenities except as a guest of a Member.
- 1.4 The Amenities fee is calculated as twenty (20) times the monthly GRF assessment and rounded up to the nearest dollar. The Amenities fee is reviewed annually and is implemented on January 1<sup>st</sup> of each year.
- 1.5 Existing GRF Member (owner & co-owner), co-occupant non-owner(s) and qualified permanent resident(s) may transfer from one unit to another without having to pay the Amenities fee again. They have thirty (30) days to complete the transfer.
- 1.6 If they are out of the community for more than thirty (30) days, a new Amenities fee will need to be paid.
- 1.7 The Amenities fee shall be allocated as follows:
  - 1.7.1 Fifty percent (50%) into the GRF Capital Improvement Fund.
  - 1.7.2 Fifty percent (50%) into the GRF Reserve Fund.

2. **Payment of Amenities Fee:**

- 2.1. New Members are encouraged to pay the Amenities fee in full at the close of the purchase escrow. By California statute, GRF has established a finance plan to pay the Amenities fee over a seven-year period for those Members who wish to finance the fee.
- 2.2. Members who opt to finance the payment of their Amenities fee must complete a Promissory Installment Note and agree to the terms of the Note.
  - 2.2.1. If a Member opts to finance the Amenities fee, the Member shall pay a one-time upfront payment of twenty-five percent

GOLDEN RAIN OPERATIONS

## FINANCE

## AMEND

Fees

(25%) of the total Amenities fee at the close of Escrow, and make seven (7) equal annual installment payments of the remaining balance. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including the finance charge, is paid in full.

- 2.2.2. The annual finance charge on matured, unpaid amounts shall be one percent (1%) per month (APR of 12%) paid annually on the outstanding balance.
- 2.2.3. In the event that a unit changes ownership before the Amenities fee is paid in full, the balance due must be paid before transfer is complete.
- 2.2.4. All co-occupant non-owners and qualified permanent residents must pay the Amenities fee in advance without an option to finance.

3. Membership Certificate and Mutual Stock Certificate Processing Fee:

- 3.1. GRF shall issue one membership and one stock certificate per unit. They may contain one or more names.
- 3.2. A certificate processing fee of two hundred fifty dollars (\$250) will be charged in advance each time the certificates are changed or altered to cover the cost of preparing, recording and/or replacing either or both certificates.
- 3.3. The certificate processing fee will be waived when a shareholder/member elects to remove a deceased co-owner from the title and have new certificates issued. The fee will be waived only within one (1) year of the owner's death, and will not be waived for other transfer requests such as the replacement of lost certificates, or the addition or removal of Member owners or non-resident co-owner(s).
- 3.4. The Certificate processing fee shall be allocated to Cost Center 33 (Stock Transfer).

4. Transfer Fee – In Escrow:

The seller of a Mutual share of stock shall pay a transfer fee of five hundred dollars (\$500) to cover the cost of transferring ownership(s). The fee shall be allocated to Cost Center 33 (Stock Transfer).

5. Non – Owner, Co-Occupant Processing Fee



GOLDEN RAIN OPERATIONS

## FINANCE

## AMEND

Fees

Non – Owner, Co-Occupant Processing fee of one hundred dollars (\$100) shall be charged to cover the actual set up and processing costs and shall be allocated to Cost Center 33 (Stock Transfer).

6. Mutual Corporation Fees

Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. GRF operates as the management company for the Mutuals and will, as part of its duties, apply Mutual Fees in accordance with established Mutual policies (See the 7000 Policy Series).

7. Stock Transfer Legal Review of Trust Fees

- 7.1. Upon a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the GRF the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. The following procedures will be implemented.
  - 7.1.1. Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the GRF attorney to review prior to any completed transfer of ownership.
  - 7.1.2. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the GRF attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.
  - 7.1.3. In an effort to offset the cost of the required GRF attorney review, there shall be assessed to the trustee or successor trustee, a fee of one hundred twenty-five dollars (\$125) representing the attorney's fee and GRF's pro-rated staff time, to be collected at the time of the trust review.
  - 7.1.4. Legal Review of Trust Fees shall be allocated to Cost Center 33 (Stock Transfer).

GOLDEN RAIN OPERATIONS

## FINANCE

## AMEND

Fees8. Lessee Annual Amenities Fee – Mutual 17 Only

- 8.1. The GRF annual Lessee Amenities fee is a required use fee for access to the Trust facilities, amenities, and participation in GRF activities. The Lessee fee is calculated at twenty-five percent (25%) of the GRF annual assessment rounded up to the nearest dollar for each occupant.
  - 8.2. The required annual Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. No monthly payments can be made.
  - 8.3. If delinquent, the Lessee shall pay damages to reimburse GRF for its expense and overhead in collecting the payment as follows:
    - 8.3.1. A twenty-five dollar (\$25) late fee, and
    - 8.3.2. Interest at one percent (1%) per month (APR of 12%) from the original date due until the date the full payment is received.
  - 8.4. In addition to late fees, for each check from a Lessee that a bank returns for any reason, the Lessee must pay a twenty-five dollar (\$25) late payment fee, and all bank charges assessed against the association.
  - 8.5. If a Lessee becomes more than ninety (90) days delinquent, the Lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities, including driving privileges upon GRF Trust streets. GRF may also refer the Lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the Lessee.
  - 8.6. GRF reserves the right to collect the delinquent account for the Amenities fee from Lessor.
  - 8.7. Lessee Amenities fees shall be allocated as stated in Section 1.7.
9. The fee for verifying Powers of Attorney and Court Orders will be seventy-five dollars (\$75) per document, per review, and shall be allocated to Cost Center 33 (Stock Transfer).
  10. The fee for additional Leisure World maps will be five (\$5) per map (shareholders excluded).
  11. All Fees are subject to annual review and are subject to change.

**GOLDEN RAIN OPERATIONS****FINANCE****AMEND****Fees****Policy**

**GOLDEN RAIN FOUNDATION  
SEAL BEACH, CA**

Adopted: 21 Apr 70  
 Amended: 31 Aug 73  
 Amended: 20 Nov 73  
 Amended: 19 Aug 75  
 Amended: 31 Aug 77  
 Amended: 16 Jun 81  
 Rescinded: 20 Oct 81 (Amendments passed 16 Jun 81)  
 Amended: 16 Dec 86 (Effective 01 Jan 87)  
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 Amended: 27 Dec 16 (Effective 01 Jan 2017)  
 Amended: 23 May 17 (Effective 01 each year)

(May 17)



GOLDEN RAIN OPERATIONS

## FINANCE

## COMPARISON OF CHANGES

Fees

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

1. Membership Fee1. Facilities and Amenities (Amenities) Fee:

- 1.1 Each owner ~~and, co-owner~~, co-occupant non-owner ~~will be~~, or qualified permanent resident is required to pay a one-time ~~membership~~, non-refundable Amenities fee.
- 1.2 The ~~membership~~ Amenities fee for a ~~GRF member~~ an owner, co-owner, co-occupant non-owner or qualified permanent resident represents a ~~buy-in~~ use fee for access ~~to and use of the community Trust facilities and, amenities.~~, and participation in GRF activities.
- 1.3 Non-resident co-owners do not pay an Amenities fee and have no right to use any of the facilities or amenities except as a guest of a Member.
- ~~1.3~~ 1.4 The ~~membership~~ Amenities fee is calculated as twenty (20) times the monthly GRF assessment and rounded up to the nearest dollar. The ~~new membership~~ Amenities fee is reviewed annually and is implemented on January 1<sup>st</sup> of each year.
- 1.5 Existing GRF ~~member~~ Member (owner & co-owner), co-occupant non-owner(s) and qualified permanent resident(s) may transfer from one ~~mutual~~ unit to another without having to pay the ~~membership~~ Amenities fee ~~provided that~~ again. They have thirty (30) days to complete the ~~member(s) remain(s) transfer~~.
- ~~1.4~~ 1.6 If they are out of the same. The ~~member(s)~~ community for more than thirty (30) days, a new Amenities fee will, ~~however, need to be charged a membership certificate processing fee for this transaction. (See section 3)~~ paid.
- ~~1.5~~ 1.7 Membership fees The Amenities fee shall be allocated as follows:
  - ~~1.5.1~~ 1.7.1 Fifty percent (50%) into the GRF Capital Improvement Fund.
  - ~~1.5.2~~ 1.7.2 -Fifty percent (50%) into the GRF Reserve Fund.

2. Payment of Membership Amenities Fee:

- 2.1. New ~~members~~ Members are encouraged to pay the ~~membership~~ Amenities fee in

GOLDEN RAIN OPERATIONS

## FINANCE

## COMPARISON OF CHANGES

Fees

full at the close of the purchase escrow. By California statute, GRF has established a finance plan to pay the ~~membership~~ Amenities fee over a seven-year period for those ~~members~~ Members who wish to finance ~~their membership~~ the fee.

- 2.2. Members who opt to finance the payment of their ~~membership~~ Amenities fee must complete a Promissory Installment Note and agree to the terms of the Note.

2.2.1. If a ~~member~~ Member opts to finance ~~their membership~~ the Amenities fee, ~~each member~~ the Member shall pay a one-time upfront payment of twenty-five percent (25%) of the total ~~membership~~ Amenities fee at the close of Escrow, and make seven (7) equal annual installment payments of the remaining balance. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including the finance charge, is paid in full.

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

2.2.3. In the event that a unit changes ownership before the ~~membership~~ Amenities fee is paid in full, the balance due ~~will~~ must be paid before transfer is complete.

2.2.4. All co-occupant non-owners and qualified permanent residents must pay the Amenities fee in advance without an option to finance.

3. Membership Certificate and Mutual Stock Certificate Processing Fee:

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

3.2. A certificate processing fee of \$two hundred fifty dollars (\$250) will be charged to the unit's account in advance each time the ~~membership certificate~~ is certificates are changed or altered to cover the cost of preparing, recording and/or replacing a ~~membership certificate~~ either or both certificates.

3.3. ~~Membership~~ The certificate processing fee will be waived when a shareholder/member elects to remove a deceased co-owner from the title and have



GOLDEN RAIN OPERATIONS

## FINANCE

## COMPARISON OF CHANGES

Fees

new certificates issued. The fee will be waived only within one (1) year of the owner's death, and will not be waived for other transfer requests such as the replacement of lost certificates, or the addition or removal of Member owners or non-resident co-owner(s).

~~3.3.3.4.~~ The Certificate and ~~Processing~~ processing fee shall be allocated to Cost Center 33 (~~Mutual Administration~~ Stock Transfer).

4. Transfer Fee – In Escrow:

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

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

5. Non – Owner, Co-Occupant Processing Fee

5.1. Non – Owner, Co-Occupant Processing fee of \$~~one hundred dollars~~ (\$100) shall be charged to cover the actual set up and processing costs.

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

5.2.

6. Mutual Corporation Fees

6.1. Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. ~~In accordance with the Management agreement, GRF operates as the management company for the Mutuals and processes the transfer of stock certificates. GRF will, as part of its duties, will apply applicable Mutual Fees in accordance with established Mutual policies (see~~ See the 7000 policy series Policy Series).

7. Stock Transfer Legal Review of Trust Fees

7.1. ~~Whenever there is~~ Upon a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the ~~Foundation~~ GRF the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. In



GOLDEN RAIN OPERATIONS

## FINANCE

## COMPARISON OF CHANGES

Fees

~~order to determine the legal rights of the trustee/successor trustee to represent the sale or transfer of a unit's ownership via the trust they represent, the following procedure~~ The following procedures will be is implemented.

- 7.1.1. Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the ~~Foundation~~ GRF attorney to review prior to any completed transfer of ownership.
- 7.1.2. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the ~~Foundation~~ GRF attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.
- 7.1.3. In an effort to offset the cost of the required ~~Foundation~~ GRF attorney review, there shall be assessed to the trustee or successor trustee, a fee of ~~\$one hundred twenty-five dollars (\$125)~~ representing the attorney's fee and GRF's pro-rated staff time, to be collected at the time of the trust review.
- 7.1.4. Legal Review of Trust Fees shall be allocated to Cost Center 33 (~~Mutual Administration~~)-~~Stock Transfer~~).

8. Lessee Annual ~~Amenities~~ Fee – Mutual 17 Only

- 8.1. The GRF ~~lessee~~ ~~annual Lessee Amenities~~ fee is a required use fee for access to the ~~community~~ Trust facilities, amenities, and participation in GRF activities. –The ~~lessee~~ Lessee fee is calculated at twenty-~~20%-five percent (25%)~~ of the GRF annual assessment rounded up to the nearest dollar for each occupant.
- 8.2. The required annual ~~lessee~~ Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. -~~No monthly payments can be made.~~
- 8.3. If delinquent, the ~~lessee~~ Lessee shall pay damages to reimburse GRF for its time, ~~inconvenience,~~ expense and overhead in collecting the payment as follows:

GOLDEN RAIN OPERATIONS

## FINANCE

## COMPARISON OF CHANGES

Fees

- 8.3.1. A (twenty-five dollar)-\$ (\$25) late fee, and
- 8.3.2. Interest at one percent (1)% per month (APR of 12%%) from the original date due until the date the full payment is received.
- 8.4. In addition to late fees, for each check from a lesseeLessee that a bank returns for any reason, the lesseeLessee must pay:
  - 8.4.1.8.4. ~~Fifty dollars (\$50)~~ a twenty-five dollar (\$25) late payment fee, and all bank charges assessed against the association.
- 8.5. ~~If a lesseeLessee becomes more than ninety (90) days delinquent or has an unpaid balance of one hundred dollars (\$100) or greater, the lesseeLessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities and property, including driving privileges upon GRF Trust streets. GRF may also refer the lesseeLessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the lesseeLessee.~~
- 8.6. GRF reserves the right to collect the delinquent account for the Amenities fee from Lessor.
- 8.7. Lessee Amenities fees shall be allocated as follows:stated in Section 1.7.
  - 8.7.1. ~~Fifty percent (50%) into the GRF Capital Improvement Fund.~~
  - 8.7.2. ~~Fifty percent (50%) into the GRF Reserve Fund.~~
- 9. The fee for verifying Powers of Attorney and Court Orders will be \$seventy-five dollars (\$75) per document, per review, and shall be allocated to Cost Center 33 (Stock Transfer).
- 10. The fee for additional Leisure World maps will be \$five (\$5) per map (shareholders excluded), per map).
- 11. All Fees are subject to periodicannual review and are subject to change.

**GOLDEN RAIN OPERATIONS****FINANCE****COMPARISON OF CHANGES****Fees****Policy****GOLDEN RAIN FOUNDATION  
SEAL BEACH, CA**

Adopted: 21 Apr 70  
 Amended: 31 Aug 73  
 Amended: 20 Nov 73  
 Amended: 19 Aug 75  
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 Amended: 23 May 17 (Effective 01 each year)

(May 17)



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

**CURRENT**

**Fees**

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

1. **Membership Fee**

- 1.1 Each owner and co-occupant non-owner will be required to pay a one-time membership fee.
- 1.2 The membership fee for a GRF member represents a buy-in for access to the community facilities and amenities.
- 1.3 The membership fee is calculated as twenty (20) times the monthly GRF assessment and rounded up to the nearest dollar. The new membership fee is implemented on January 1 of each year.
- 1.4 Existing GRF member(s) may transfer from one mutual to another without having to pay the membership fee provided that the member(s) remain(s) the same. The member(s) will, however, be charged a membership certificate processing fee for this transaction. (See section 3)
- 1.5 Membership fees shall be allocated as follows:
  - 1.5.1 Fifty percent (50%) into the GRF Capital Improvement Fund.
  - 1.5.2 Fifty percent (50%) into the GRF Reserve Fund.

2. **Payment of Membership Fee**

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

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

**CURRENT**

**Fees**

- 2.2.2. The annual finance charge on matured, unpaid amounts shall be one (1) percent per month (APR of 12%) paid annually on the outstanding balance.
- 2.2.3. In the event that a unit changes ownership before the membership fee is paid in full the balance due will be paid before transfer is complete.

3. **Membership Certificate and Processing Fee**

- 3.1. GRF shall issue one membership certificate per unit. The membership certificate may contain one or more names.
- 3.2. A certificate processing fee of \$250 will be charged to the unit's account each time the membership certificate is changed or altered to cover the cost of preparing, recording and/or replacing a membership certificate.
- 3.3. Membership Certificate and Processing fee shall be allocated to Cost Center 33 (Mutual Administration).

4. **Transfer Fee – In Escrow**

- 4.1. The seller of a Mutual share of stock shall pay a transfer fee of \$500 to GRF to cover the cost of transferring ownership(s).
- 4.2. Transfer Fee – In Escrow shall be allocated to Cost Center 33 (Mutual Administration).

5. **Non – Owner, Co-Occupant Processing Fee**

- 5.1. Non – Owner, Co-Occupant fee of \$100 shall be charged to cover the actual set up and processing costs.
- 5.2. Non – Owner, Co-Occupant Processing Fee shall be allocated to Cost Center 33 (Mutual Administration).

6. **Mutual Corporation Fees**

- 6.1. Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. In accordance with the Management agreement, GRF operates as the management company for the Mutuals and processes the transfer of stock certificates. GRF, as part of its duties, will apply applicable Mutual Fees in accordance with established Mutual policies (see 7000 policy series).

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

**CURRENT**

**Fees**

7. **Stock Transfer Legal Review of Trust Fees**

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

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

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

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

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

8. **Lessee Annual Fee – Mutual 17 Only**

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

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



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

**CURRENT**

**Fees**

the lease agreement.

- 8.3. If delinquent, the lessee shall pay damages to reimburse GRF for its time, inconvenience, and overhead in collecting the payment as follows:
  - 8.3.1. A (twenty five dollar) \$25 late fee, and
  - 8.3.2. Interest at one percent (1) per month (APR of 12% from the original date due until the date the payment is received.
- 8.4. In addition to late fees, for each check from a lessee that a bank returns for any reason, the lessee must pay:
  - 8.4.1. Fifty dollars (\$50) late payment fee, and all bank charges assessed against the association.
- 8.5. If a lessee becomes more than ninety (90) days delinquent or has an unpaid balance of one hundred dollars (\$100) or greater, the lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities and property, including driving privileges upon GRF Trust streets. GRF may also refer the lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the lessee.
- 8.6. GRF reserves the right to collect the delinquent account from Lessor.
- 8.7. Lessee fees shall be allocated as follows:
  - 8.7.1. Fifty percent (50%) into the GRF Capital Improvement Fund.
  - 8.7.2. Fifty percent (50%) into the GRF Reserve Fund.
9. The fee for verifying Powers of Attorney and Court Orders will be \$75 per document, per review.
10. The fee for additional Leisure World maps will be \$5 (shareholders excluded), per map.
11. All Fees are subject to periodic review and subject to change.

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

**CURRENT**

**Fees**

**Policy**

**GOLDEN RAIN FOUNDATION**  
**SEAL BEACH, CA**

Adopted: 21 Apr 70  
 Amended: 31 Aug 73  
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(May 17)



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE (CM)  
**SUBJECT:** CDAR PURCHASE  
**DATE:** DECEMBER 18, 2017  
**CC:** FILE

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

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## BOARD ACTION REQUEST

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**TO:** BOARD OF DIRECTORS  
**FROM:** PHYSICAL PROPERTY COMMITTEE  
**SUBJECT:** CANCEL CLUBHOUSE THREE ABATEMENT  
**DATE:** NOVEMBER 21, 2017  
**CC:** FILE

---

Per the approved action of the Board on August 22, 2017, a contract dated September 14, 2017, for removal and abatement of the acoustical ceilings within Clubhouse Three (CH3) as part of the revitalization project #830.3-17, was executed with the contractor Pacific Environmental Abatement Solutions, at a cost of \$37,723. Work was scheduled to begin on January 1, 2018.

During committee project review, to finalize scope of work for CH3, it was determined additional time was required for the development of the scope of work. The Board, at its November 28, 2017 meeting, duly moved and approved postponement of CH3 revitalization.

Pacific Environmental Abatement Solutions agreed to cancel the contract, with no penalties, as no firm dates for the work could be established within a projectable time.

I move to cancel the contract, dated September 14, 2017, with Pacific Environmental Abatement Solutions, and authorize the Physical Property Department to notify the contractor of the cancellation.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## GOLDEN RAIN FOUNDATION BOARD ACTION REQUEST

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**TO:** BOARD OF DIRECTORS  
**FROM:** PHYSICAL PROPERTY COMMITTEE (MW)  
**SUBJECT:** BATTERY BACKUP SYSTEM AT THE TRAFFIC SIGNAL  
**DATE:** DECEMBER 5, 2017  
**CC:** FILE

---

Recent power outages around the traffic signal area have presented the need for a battery backup system. The installation of a battery backup system would allow the traffic signal to automatically transfer to a red flashing light at the time electricity is lost, without involving the staff to deploy to control the traffic.

The Physical Property Department contacted Siemens Industry's, our current traffic light maintenance company, to obtain a cost for the system. Siemens provided a quote to install a battery backup system, with a standalone cabinet, for a cost of \$14,985.

At its regularly scheduled meeting on December 4, 2017, the Physical Property Committee unanimously resolved to forward a request to the Finance Committee for available Capital funding for this project, and forward a request to the GRF Board for approval pending the Finance Committee review.

At its regularly scheduled meeting on December 18, 2017, the Finance Committee determined Capital funding is available for the purchase.

I move to approve a contract with Siemens Industry's, to install a battery backup system at the traffic light, in the amount of \$14,985, funded by Capital, and authorize the President to sign any applicable contracts.



Siemens Industry Inc.  
1820 John Towers Ave. Suite A  
El Cajon, California 92020  
619.562.1104 Office  
855.710.9156 Fax  
[www.usa-siemens.com/mobility](http://www.usa-siemens.com/mobility)

November 1, 2017

Mark Weaver  
Facilities Director  
Golden Rain Foundation  
PO Box 2069,  
Seal Beach, CA 90740

**RE: Furnish and Install Battery Backup System and Standalone Cabinet**

Dear Mr. Weaver:

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

As per your request Siemens Industry, Inc is pleased to offer the following price to furnish and install new Alpha FXM 1100 Battery Backup System in a new Alpha standalone cabinet. Due to the size of the existing traffic signal cabinet a side mount cabinet will not work. We will complete the following work.

- Dig and pour a new concrete foundation for the battery backup standalone cabinet with new 2" PVC conduit to the existing pull box. We will have to remove a side walk panel to install conduit to the existing pull box.
- Repour side walk panel as needed.
- Install new standalone cabinet complete with battery backup system and pull new # 8 THW wire from existing traffic signal cabinet to new battery backup cabinet and hook up and test system

**TOTAL LABOR, EQUIPMENT, AND MATERIAL: \$ 14,985.00**

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

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

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

GOLDEN RAIN FOUNDATION

SIEMENS INDUSTRY INC.

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

Jeff Pierce

Title: \_\_\_\_\_

Service Operations Supervisor



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** BOARD OF DIRECTORS  
**FROM:** RECREATION COMMITTEE  
**SUBJECT:** AMEND POLICY 1406-50, LIMITATIONS ON USE (FINAL VOTE)  
**DATE:** DECEMBER 19, 2017

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At its meeting on October 4, 2017, the Recreation Committee reviewed Policy 1406-50, Limitations on Use. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, refining the policy language, and, adding to Clubhouse Rules, that GRF reserves the right to disallow the use of Trust Property to any Member, at any time. Further amendment adds a refundable fee, at the time of reservation from the reserving member, the fees varying in accordance with the number of people participating in an event in a Trust Facility.

At its meeting of October 24, 2017, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the November 2nd edition on the *Golden Rain News*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/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 correspondence was received, regarding amendment of Policy 1406-50, Limitation on Use, during the 30-day notification to the membership period .

I move to recommend the GRF BOD amend Policy 1406-50, Limitations on Use, as presented.



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**COMMUNITY OPERATIONS****AMEND****USE OF TRUST FACILITIES****Limitations on Use**

Limitations have been placed on certain Golden Rain Foundation (GRF) Trust facilities. The Recreation Department (RD) is authorized to verify the status of any user and may enlist the Security Department (SD) and/or other agencies to enforce this policy.

- 1) The following Trust facilities are provided for the use of GRF Members in good standing:
  - a. Car wash;
  - b. Exercise room (Policy 1466-50);
  - c. Golf course (Policy 1429.1-50 & 1429.2-50);
  - d. Lapidary room;
  - e. Swimming pool (Policy 1468-50); and
  - f. Woodshops.

Caregivers may assist Members who use the facilities and remain with them, but they may not use the above facilities themselves.

Special events take precedence when approved by the RD.

- 2) Due to safety factors, the following limitations must be adhered to:
  - a) Power equipment, such as the equipment used in the lapidary room, woodshop or exercise room, shall not be used except under the supervision of a RD approved attendant or supervisor;
  - b) Football, baseball, soccer, hockey, basketball and other contact sports may not be played on GRF Trust property due to the possibility of injury to Members and/or guests;
  - c) Risers may not be stacked upon one another for any activity in a clubhouse; and
  - d) Use of skateboards, razor-type scooters, roller skates, hover boards, a Segway or roller blades is prohibited on all Trust property.
- 3) The following Trust facilities are provided for the use of GRF Members in good standing and their guests who are at least eighteen (18) years old. Members must be present at all times when guests are using these facilities:

**COMMUNITY OPERATIONS****AMEND****USE OF TRUST FACILITIES**

- a. Amphitheater (Policy 1412-50);
- b. Art room;
- c. Billiards rooms;
- d. Card room;
- e. Ceramics room;
- f. Sewing room;
- g. Shuffleboard Court; and
- h. Table tennis area (Policy 1463-50).

Caregivers may assist Members who use the facilities and remain with them, but they may not use the above facilities themselves.

4) The following limitations must be adhered to for craft fairs, flea markets, rummage sales, and swap meets excluding the GRF Arts and Crafts Festival: (Policy 1480-50)

- a. Will not be allowed for a four-week period prior to the GRF Arts and Crafts Festival;
- b. The maximum number of tables allowed shall be approved by the RD;
- c. All items for sale must be sold by GRF Members; and
- d. Operations will be monitored by the RD to ensure that all policies are followed.

**Clubhouse Rules**

The following rules are to be posted in all clubhouses for the information and guidance of all concerned:

1. Clubhouse lobbies will be available for reservations with RD heads' approval. Lobby furniture may only be moved by custodial staff;
2. Dining and kitchen facilities shall be cleaned by the reserving member after being used. (Policy 1411-50);
3. Clubhouse One (1) Picnic Area shall be cleaned by the reserving member after being used, except for the BBQ, which shall be cleaned by the custodian after it has cooled down;
4. Clubhouse Three (3) BBQ's will be cleaned by the custodians;



**COMMUNITY OPERATIONS****AMEND****USE OF TRUST FACILITIES**

5. The regulation of the thermostats shall only be controlled by the custodian on duty;
6. Malfunctioning and/or damaged equipment shall be reported to the custodian or the RD;
7. Items shall not be hung on window coverings or partitions at any time;
8. Only masking tape shall be used to attach items to the walls – no other type of adhesive is authorized. Push pins or tacks may be used to attach items to the soundproofing panels;
9. No push pins or tacks can be used on walls. Any cost to repair will be charged to reserving party;
10. Items shall not be stored behind the stage drapes in Clubhouse Four (4), or in any other area of any clubhouse without RD approval;
11. Decibel sound levels inside clubhouses and outdoor entertainment areas should not exceed eighty (80) decibels and will be monitored by staff on duty;
12. Children under the age of eighteen (18) years shall remain under the constant visual supervision of an adult;
13. No Smoking (Policy 1412.2-50);
14. Only licensed Service or Emotional Support Animals', duly registered with Stock Transfer, are permitted in or on Trust property. (Policy1023-33);
15. Power-driven mobility devices operated inside the clubhouses shall display an authorized handicap decal issued by the SD. The vehicle shall be operated at the lowest possible speed at all times within a clubhouse. Electric wheelchairs are exempted;
16. Any person, persons or activities which disturb an event shall be brought to the attention of the custodian or the SD;
17. All damages, repairs or unusual cleaning costs shall be the responsibility of the

**COMMUNITY OPERATIONS****AMEND****USE OF TRUST FACILITIES**

reserving Member;

18. Members shall notify the RD when a caterer will be used. (Policy 1431-50);

19. Candles shall only be used in Trust facilities without carpeting; and

20. GRF reserves the right to disallow the use of Trust property to any Member at any time.

**Specific Rules of Clubs or Organizations Using Trust Property**

Any club or organization using Trust property cannot make rules or regulations that conflict with the established rules and regulations of the GRF.

Neither the GRF, nor staff employed by the GRF, may become involved with enforcement of club or organization rules or regulations.

**Eligible Clubs and Organizations**

GRF Trust facilities shall be maintained and preserved for the social, cultural and recreational benefit of all GRF Members. Policies of control shall be reasonable, and yet not allow for exploitation of Members by individuals, groups, clubs or organizations.

Standard practices to be followed by clubs or organizations using GRF Trust facilities shall include the following:

1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the RD.
2. There shall be an annual business meeting, including election of at least three (3) officers, and financial accounting to Members of the club or organization of all funds.
3. The club or organization shall specify a regularly scheduled meeting time and place.
4. The RD shall be kept informed of any change of officers, By-laws or purpose of the club.
5. Although Members are allowed to invite guests, no club may advertise or publicize

**COMMUNITY OPERATIONS****AMEND****USE OF TRUST FACILITIES**

its activities so as to infer its membership or events are open to non-GRF Members.

6. Caregivers cannot belong to any club.

7. Should a complaint be lodged by a member of a club for any reason, the RD can require all pertinent detailed documentation needed to resolve the complaint:

- a. If a club refuses to comply with the request, they can have their use of Trust property suspended until they do;
- b. If the complaint is found to be valid, the club will be given 30 days to remedy;
- c. If the club fails to comply, the clubs status as a recognized club in LW may be terminated, and all further use of Trust property will cease;
- d. The Club has the right to appeal the RDs' decision to the Recreation Committee. Appeal must be in writing to the Recreation Committee Chair; and
- e. A final appeal to the GRF Board, must be requested in writing to either the Executive Director or GRF President.

8. GRF reserves the right to disallow the use of any Trust property to any club or organization at any time.

**Use of Clubhouse Facilities by Outside Organizations**

Members that belong to an organization outside the community may be permitted to reserve a clubhouse facility once each calendar year for an event by that organization if space is available.

A two hundred dollar (\$200) refundable fee is required at time of reservation from reserving Member.

A charge will be made for the organization to use Trust property. All money must be paid at least ten (10) business days before the date of the event.

- a. Up to two hundred (200) people: \$200.00 non-refundable fee.
- b. Up to three hundred (300) people: \$300.00 non-refundable fee.
- c. Up to four hundred (400) people: \$400.00 non-refundable fee.



**COMMUNITY OPERATIONS****AMEND****USE OF TRUST FACILITIES**

- d. Up to 500 hundred (500) people: \$500.00 non-refundable fee.
- e. Over 501 hundred (501) people: \$1,000.00 non-refundable fee.

Members are responsible for the organization's activities and shall ensure that the organization follows all established policies relating to Trust property use.

In the event that more than one Member belongs to the same outside organization, that organization is still limited to one invitation per calendar year.

**GRF Sponsored Activities**

Members are able to invite guests as long as the number of guests does not comprise a majority of the attendees.

**Hours**

1. The clubhouses will be open for the use of Members and guests accompanying them from 7:30 am to 10:00 pm.
2. Hours of operation for the Exercise Room. Golf Course, and Swimming Pool will be determined administratively.
3. The Exercise Room. Golf Course, and Swimming Pool will be limited to Members. Caregivers or guests are not permitted to use these areas.
4. The Exercise Room. Golf Course, and Swimming Pool will be closed Thanksgiving, Christmas and New Year's Day.
5. Any Trust facility may be closed at any time for maintenance.
6. No personnel trainers are allowed in the Exercise Room.
7. The Amphitheater will be available for use by recognized clubs and organizations by reservation only. (Policy 1412-50)
8. The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the Members.

**COMMUNITY OPERATIONS****AMEND****USE OF TRUST FACILITIES**

9. Clubhouses One (1), Two (2), Four (4), Six (6), and building Five (5) will be closed Christmas and New Year's Day. Exceptions are at the discretion of the RD.

10. Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed Thanksgiving Day. Exceptions are at the discretion of the RD.

11. Any permanent operational time change(s) must be approved by the Recreation Committee.

**Notice of Closing**

Whenever it may become necessary to close down or limit the use of any Trust facility for a non-emergency reason, advance notice of up to one month is to be given to the RD, who, will give proper notification to all concerned.

**Charges**

1. Charges will be assessed for clubs and/or private parties using Trust facilities when the scheduled or actual use extends beyond the official hours, or when additional help or special accommodations are is required. The rate to be used is the lowest established billing rate currently in effect as determined and published by the Accounting Office. In the event of overtime, a minimum of one hour will be charged.

2. Parties requesting the use of meeting rooms will be required to pay all charges for damages, repairs or unusual cleaning costs.

**Policy**

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

Adopted: 19 Oct 71  
Amended: 16 May 78  
Amended: 18 Sep 79  
Amended: 15 Nov 83  
Amended: 19 Aug 86  
Amended: 21 Oct 86  
Amended: 16 Aug 88  
Amended: 31 Jan 95  
Amended: 20 Aug 96

**COMMUNITY OPERATIONS**

**AMEND**

**USE OF TRUST FACILITIES**

Amended: 17 Mar 98

Amended: 19 May 98

Amended: 21 Jul 98

Amended: 16 Sep 03

Amended: 20 Mar 07

Amended: 28 Apr 14



## COMMUNITY OPERATIONS

## USE OF COMMUNITY FACILITIES

## AMEND

Limitations on Use

Limitations have been placed on certain ~~Golden Rain Foundation (GRF) Trust~~ community facilities. The Recreation ~~Manager or approved staff are~~ Department (RD) is authorized to verify the status of any user and may enlist the Security Department (SD) and/or other agencies to enforce this policy.

1. The following ~~community Trust~~ facilities and appurtenant areas are provided for the use of ~~Golden Rain Foundation (GRF) M~~members in good standing:

- ~~a. a.~~ Golf course (See Policy 1429.1-50 & 1429.2-50); ~~Car wash;~~
- ~~b. b.~~ Swimming pool (See Policy 1468-50); ~~Exercise room (Policy 1466-50);~~
- ~~c. c.~~ ~~Wood shop;~~ Golf course (Policy 1429.1-50 & 1429.2-50);
- ~~d. d.~~ Exercise room (See Policy 1466-50); Lapidary room;
- ~~e. e.~~ Lapidary roomSwimming pool (Policy 1468-50); and
- ~~f. f.~~ Car washWoodshops.

~~Professional health care providers and~~ Caregivers may assist ~~M~~members who use the facilities and remain with them, but they may not use the above facilities themselves.

Special events take precedence when approved by the ~~Recreation Manager~~RD.

2. Due to safety factors, the following limitations must be adhered to:

- a. Power equipment, such as the equipment used in the lapidary room, wood shop or exercise room, shall not be used except under the ~~jurisdiction~~supervision of a supervisor approved by the Recreation Department;
- b. Football, baseball, soccer, hockey, basketball and other contact sports may not be played on GRF Trust property due to the possibility of injury to ~~Members~~ and/or guests;
- c. Risers may not be stacked upon one another for any activity in a clubhouse; and
- d. Use of skateboards, razor type scooters, roller skates, ~~hover boards, a Segway~~ or roller blades is prohibited on all Trust Property.

3. ~~Other community~~The following ~~Trust facilities~~ facilities and appurtenant areas are provided for the use of GRF members in good standing and their guests who are at least eighteen (18) years old. Members must be present at all times when guests are using these facilities:

## COMMUNITY OPERATIONS

## USE OF COMMUNITY FACILITIES

## AMEND

Limitations on Use

- a. ~~Billiards rooms;~~ Amphitheater, (See Policy 1412-50);
- b. ~~Table tennis area (See Policy 1463-50);~~ Art room
- c. ~~Sewing room~~ Billiards rooms;
- d. ~~Ceramics~~ Card room;
- e. ~~Amphitheater. (See Policy 1412-50); and~~ Ceramics room;
- f. ~~Shuffleboard Court.~~ Sewing room;
- g. Shuffleboard court; and
- f.h. Table Tennis area (Policy 1463-50).

Caregivers may assist Members who use the facilities and remain with them, but they may not use the above facilities themselves.

- 4. The following limitations must be adhered to for ~~craft fairs~~, flea markets, rummage sales, and ~~craft fairs~~ swap meets, excluding the GRF Arts and Crafts Festival: (See Policy 1480-50):
  - a. ~~Flea markets, rummage sales, or craft fairs will.~~ Will not be allowed for a four-week period prior to the GRF Arts and Crafts Festival;
  - b. The maximum number of tables allowed for ~~flea markets, rummage sales, and craft fairs.~~ shall be approved by the ~~Recreation Manager~~ RD;
  - c. All items for sale at ~~flea markets, rummage sales, or craft fairs.~~ must be sold by GRF members; and
  - d. Operations of the ~~flea markets, rummage sales, or craft fairs~~ will be monitored by the ~~Recreation Manager~~ RD to ensure that all policies are followed.

Clubhouse Rules

The following rules are to be posted in all clubhouses for the information and guidance of all concerned:

- 1. Clubhouse lobbies shall be available for ~~members use and~~ reservations with the RD heads' approval. Lobby furniture may only be moved and repositioned to original configuration by custodial staff;
- 2. Dining and kitchen facilities shall be cleaned by the reserving member after being used. Refer to (Policy 1411-50), Clubhouse Cleaning Standards, for cleaning procedures.;



## COMMUNITY OPERATIONS

## USE OF COMMUNITY FACILITIES

## AMEND

Limitations on Use

3. The Clubhouse One (1) Picnic Area shall be cleaned by the reserving member after being used, except for the BBQ, which shall be cleaned by the custodian after it has cooled down;
- ~~3.4.~~ Clubhouse Three (3) BBQs will be cleaned by the custodians;
- ~~4.5.~~ The regulation of the thermostats shall only be controlled by the custodian on duty with adjustment permitted by request of members;
- ~~5.6.~~ Malfunctioning and/or damaged equipment shall be reported to the custodian or the Recreation Department RD;
7. Items shall not be hung on ~~draperies~~ window coverings or partitions at any time;
- ~~6.~~
8. Only masking tape shall be used to attach items to the walls – no other type of adhesive is authorized. Push pins or tacks may be used to attach items to the soundproofing panels;
- ~~7.9.~~ No push pins or tacks can be used on walls. Any cost to repair will be charged to reserving party;
- ~~8.10.~~ Items shall not be stored behind the stage drapes in Clubhouse Four (4), or in any hazardous area other area of any clubhouse without RD approval;
- ~~9.11.~~ Decibel sound levels inside clubhouses and outdoor entertainment areas should not exceed eighty (80) decibels and will be monitored by staff on duty;
- ~~10.12.~~ Children under the age of eighteen (18) years shall remain under the constant supervision of an adult member;
- ~~11.13.~~ No Smoking. (See Policy 1412.2-50, Smoking);
- ~~12.14.~~ Only licensed service or Emotional Support animals duly registered with Stock Transfer are permitted in or on Trust facilities property. (See Policy 1023-33);
- ~~13.15.~~ Power-driven mobility devices operated inside the clubhouses shall display an authorized handicap decal issued by the Security Department SD. The vehicle shall be



## COMMUNITY OPERATIONS

### USE OF COMMUNITY FACILITIES

### AMEND

#### Limitations on Use

operated at the lowest possible speed at all times within a clubhouse. Electric wheelchairs are exempted;

14.16. Any person, persons or activities which disturb an event shall be brought to the attention of the custodian or the ~~Security Department~~SD;

15.17. All damages, repairs or unusual cleaning costs shall be the responsibility of the reserving member;

16.18. Members shall notify the ~~Recreation Department~~RD when a caterer will be used in a clubhouse. (See Policy 1431-50, ~~Caterers~~.); and

19. Candles shall only be ~~permitted~~used in Trust facilities **without carpeting**; and

17.20. GRF reserves the right to disallow the use of Trust property to any Member at any time.;

#### Specific Rules of Clubs or Organizations Using Trust Property

Any club or organization using Trust Property cannot make rules or regulations that ~~not~~ conflict with the established rules and regulations of the GRF.

Neither the GRF, nor staff employed by the GRF, may become involved with enforcement of club or organization rules or regulations.

#### Eligible Clubs and Organizations

~~The GRF~~ Trust facilities shall be maintained and preserved for the social, cultural and recreational benefit of all GRF members. Policies of control shall be reasonable, and yet not allow for exploitation of ~~M~~members by individuals, ~~or groups~~, clubs or organizations.

Standard practices to be followed by clubs or organizations using GRF Trust facilities shall include the following:

1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the ~~Recreation Department~~RD;

## COMMUNITY OPERATIONS

## USE OF COMMUNITY FACILITIES

## AMEND

Limitations on Use

2. There shall be an annual business meeting, including election of at least three (3) officers, and financial accounting to Members of the club or organization of all funds;
- 2.3. The club or organization shall specify a regularly scheduled meeting time and place;
- ~~3. There shall be an annual business meeting, including election of at least three (3) officers, and financial accounting to members of the club or organization of all funds;~~
4. The Recreation Department **RD** shall be kept informed of any change of officers, By-laws or purpose of the club;
5. Although members are allowed to invite guests, no club may advertise or publicize its activities so as to infer its membership or events are open to non GRF members;
6. Caregivers cannot belong to any club;
7. Should a complaint be lodged from a member of a club ~~relating to the financial reporting or condition of that club~~ **for any reason, a financial statement will be required for the use of the Recreation Manager** **RD can require all pertinent detailed documentation needed to in resolving resolve** the complaint.; ~~and~~
  - a. If a club refuses to comply with the request, they can have their use of Trust property suspended until they do so;
  - b. If the complaint is found to be valid, the club will be given 30 days to remedy;
  - c. If the club fails to comply, the club's status as a recognized club in LW may be terminated and all further use of Trust property will cease;
  - d. The club has the right to appeal the RD's decision to the Recreation Committee. Appeal must be in writing to the Recreation Committee Chair; and
- ~~7.~~ e. A final appeal to the GRF Board must be requested in writing to either the Executive Director or GRF President.
8. The GRF reserves the right to disallow the use of any Trust Property to any club or organization **at any time.**



## COMMUNITY OPERATIONS

### USE OF COMMUNITY FACILITIES

### AMEND

#### Limitations on Use

#### Use of Clubhouse Facilities by Outside Organizations

~~To provide for a fair distribution of limited clubhouse facilities, members~~Members that belong to an organization outside the community may be permitted to reserve a clubhouse facility once each calendar year for an event by that organization if space is available.

A two hundred dollar (\$200) refundable fee is required at time of reservation from reserving Member.

A charge will be made for the organization to use Trust property. All money must be paid at least ten (10) business days before the event.

- |    |   |                               |
|----|---|-------------------------------|
| a. | Up to two hundred (200) people:         | \$200.00 non-refundable fee   |
| b. | Up to three hundred (300) people:       | \$300.00 non-refundable fee   |
| c. | Up to four hundred (400) people:        | \$400.00 non-refundable fee   |
| d. | Up to five hundred (500) people:        | \$500.00 non-refundable fee   |
| e. | Over five hundred and one (501) people: | \$1,000.00 non-refundable fee |

Members are responsible for the organization's activities and shall ensure that the organization follows all established policies relating to ~~clubhouse~~Trust property use.

In the event more than one ~~M~~member belongs to the same outside organization, that organization is still limited to one invitation, per calendar year.

#### GRF Sponsored Activities

Members are able to invite guests as long as the number of guests does not comprise a majority of the attendees.

#### Hours

- The clubhouses will be open for the use of ~~M~~members and guests accompanying them from 7:30 am to 10:030 pm.
- ~~Starters for the golf course will be on duty starting at 7:30 am. Starters' quitting time will be determined administratively. The golf course and appurtenant areas and facilities will~~



## COMMUNITY OPERATIONS

## USE OF COMMUNITY FACILITIES

## AMEND

Limitations on Use

~~be limited to members. Health care providers, caregivers or guests are not permitted to use the golf course.~~

3.2. ~~The H~~hours of operation of the ~~E~~exercise Rroom, ~~Golf Course~~, and ~~S~~swimming Ppool, ~~appurtenant areas and facilities shall~~~~will be~~ be determined administratively. These facilities are for use by members only. ~~The swimming pool and exercise room will be closed Thanksgiving, Christmas and New Year's Day.~~

4.3. ~~The Amphitheater and stage will be available for use by recognized clubs and organizations by reservation only. (See Policy 1412-50)~~ ~~The Exercise Room, Golf Course and Swimming Pool will be limited to Members. Caregivers or guests are not permitted to use these areas.~~

5.4. ~~The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the members.~~ ~~The Exercise Room, Golf Course and Swimming Pool will be closed Thanksgiving, Christmas and New Year's Day.~~

6.5. ~~Clubhouses One (1), Two (2), Four (4), Six (6), and building Five (5) will be closed Christmas and New Year's Day. Exceptions are at the discretion of the Recreation Manager~~Any Trust facility may be closed at any time for maintenance.

7.6. ~~Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed Thanksgiving Day. Exceptions are at the discretion of the Recreation Manager~~No personal trainers are allowed in the Exercise Room.

7. ~~Any permanent operational time change must be approved by the Recreation Committee~~The Amphitheater will be available for use by recognized clubs and organizations by reservation only (Policy 1412-50).

8. ~~The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the Members.~~

9. ~~Clubhouses One (1), Two (2), Four (4), Six (6) and Building Five (5) will be closed Christmas and New Year's Day. Exceptions are at the discretion of the RD.~~

10. ~~Clubhouses One (1), Two (2) Six (6) and Building Five (5) will be closed Thanksgiving Day. Exceptions are at the discretion of the RD.~~

**COMMUNITY OPERATIONS****USE OF COMMUNITY FACILITIES****AMEND****Limitations on Use**

8. 11. Any permanent operational time change(s) must be approved by the Recreation Committee.

**Notice of Closing**

Whenever it may become necessary to close down or limit the use of any ~~community~~-Trust facility for a non-emergency reason, advance notice of ~~up to one week~~ **up to one month** is to be given to the ~~Recreation Manager~~ **RD**, who will give proper notification to all concerned.

**Charges**

1. Charges will be assessed for clubs and/or private parties using ~~clubhouse~~-Trust facilities when the scheduled or actual use extends beyond the official hours, or when additional help or special accommodations are required. The rate to be used is the lowest established billing rate currently in effect as determined and published by the Accounting Office. In the event of overtime, a minimum of one hour will be charged.
2. Parties requesting the use of meeting rooms will be required to pay all charges for damages, repairs or unusual cleaning costs.

**Policy:**

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

Adopted: 19 Oct 71  
 Amended: 16 May 78  
 Amended: 18 Sep 79  
 Amended: 15 Nov 83  
 Amended: 19 Aug 86  
 Amended: 21 Oct 86  
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 Amended: 17 Mar 98  
 Amended: 19 May 98  
 Amended: 21 Jul 98  
 Amended: 16 Sep 03  
 Amended: 20 Mar 07  
 Amended: 28 Apr 14  
 Amended: 13 Apr 17



## COMMUNITY OPERATIONS

### USE OF COMMUNITY FACILITIES

### CURRENT

#### Limitations on Use

Limitations have been placed on certain community facilities. The Recreation Manager or approved staff are authorized to verify the status of any user and may enlist the Security Department and/or other agencies to enforce this policy.

1. The following community facilities and appurtenant areas are provided for the use of Golden Rain Foundation (GRF) members in good standing:
  - a. Golf course (See Policy 1429.1-50 & 1429.2-50);
  - b. Swimming pool (See Policy 1468-50);
  - c. Wood shop;
  - d. Exercise room (See Policy 1466-50);
  - e. Lapidary room; and
  - f. Car wash.

Professional health care providers and caregivers may assist members who use the facilities and remain with them, but they may not use the above facilities themselves.

Special events take precedence when approved by the Recreation Manager.

2. Due to safety factors, the following limitations must be adhered to:
  - a. Power equipment, such as the equipment used in the lapidary room, wood shop or exercise room, shall not be used except under the jurisdiction of a supervisor approved by the Recreation Department;
  - b. Football, baseball, soccer, hockey, basketball and other contact sports may not be played on GRF Trust property due to the possibility of injury to members and/or guests;
  - c. Risers may not be stacked upon one another for any activity in a clubhouse; and
  - d. Use of skateboards, razor type scooters, roller skates or roller blades is prohibited on all Trust Property.
3. Other community facilities and appurtenant areas are provided for the use of GRF members in good standing and their guests who are at least eighteen (18) years old. Members must be present at all times when guests are using these facilities:
  - a. Billiards rooms;
  - b. Table tennis area (See Policy 1463-50);



**COMMUNITY OPERATIONS****USE OF COMMUNITY FACILITIES****CURRENT****Limitations on Use**

- c. Sewing room;
  - d. Ceramics room;
  - e. Amphitheater. (See Policy 1412-50); and
  - f. Shuffleboard Court.
4. The following limitations must be adhered to for flea markets, rummage sales, and craft fairs, excluding the GRF Arts and Crafts Festival: (See Policy 1480-50):
- a. Flea markets, rummage sales, or craft fairs will not be allowed for a four-week period prior to the GRF Arts and Crafts Festival;
  - b. The maximum number of tables allowed for flea markets, rummage sales, and craft fairs shall be approved by the Recreation Manager;
  - c. All items for sale at flea markets, rummage sales, or craft fairs must be sold by GRF members; and
  - d. Operations of the flea markets, rummage sales, or craft fairs will be monitored by the Recreation Manager to ensure that all policies are followed.

**Clubhouse Rules**

The following rules are to be posted in all clubhouses for the information and guidance of all concerned:

- 1. Clubhouse lobbies shall be available for members use and reservation. Furniture may only be moved and repositioned to original configuration by custodial staff;
- 2. Dining and kitchen facilities shall be cleaned by the reserving member after being used. Refer to Policy 1411-50, Clubhouse Cleaning Standards, for cleaning procedures;
- 3. The Clubhouse One (1) Picnic Area shall be cleaned by the reserving member after being used, except for the BBQ, which shall be cleaned by the custodian after it has cooled down;
- 4. The regulation of the thermostats shall only be controlled by the custodian on duty with adjustment permitted by request of members;
- 5. Malfunctioning and/or damaged equipment shall be reported to the custodian or the Recreation Department;

## COMMUNITY OPERATIONS

## USE OF COMMUNITY FACILITIES

## CURRENT

Limitations on Use

6. Items shall not be hung on draperies or partitions at any time;
7. Only masking tape shall be used to attach items to the walls – no other type of adhesive is authorized. Push pins or tacks may be used to attach items to the soundproofing panels;
8. Items shall not be stored behind the stage drapes in Clubhouse Four (4), or in any hazardous area of any clubhouse;
9. Decibel sound levels inside clubhouses and outdoor entertainment areas should not exceed eighty (80) decibels and will be monitored by staff on duty;
10. Children under the age of eighteen (18) years shall remain under the constant supervision of a member;
11. No Smoking. (See Policy 1412.2-50, Smoking);
12. Only licensed service animals are permitted in Trust facilities. (See Policy 1023-33);
13. Power-driven mobility devices operated inside the clubhouses shall display an authorized handicap decal issued by the Security Department. The vehicle shall be operated at the lowest possible speed at all times within a clubhouse. Electric wheelchairs are exempted;
14. Any person, persons or activities which disturb an event shall be brought to the attention of the custodian or the Security Department;
15. All damages, repairs or unusual cleaning costs shall be the responsibility of the reserving member;
16. Members shall notify the Recreation Department when a caterer will be used in a clubhouse. (See Policy 1431-50, Caterers); and
17. Candles shall only be permitted in Trust facilities **without carpeting**.

Specific Rules of Clubs or Organizations Using Trust Property

Any club or organization using Trust Property cannot make rules or regulations that ~~not~~ conflict with the established rules and regulations of the GRF.

**COMMUNITY OPERATIONS****USE OF COMMUNITY FACILITIES****CURRENT****Limitations on Use**

Neither the GRF, nor staff employed by the GRF, may become involved with enforcement of club or organization rules or regulations.

**Eligible Clubs and Organizations**

The Trust facilities shall be maintained and preserved for the social, cultural and recreational benefit of all GRF members. Policies of control shall be reasonable, and yet not allow for exploitation of members by individuals or groups.

Standard practices to be followed by clubs or organizations using GRF Trust facilities shall include the following:

1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the Recreation Department;
2. The club or organization shall specify a regularly scheduled meeting time and place;
3. There shall be an annual business meeting, including election of at least three (3) officers, and financial accounting to members of the club or organization of all funds;
4. The Recreation Department shall be kept informed of any change of officers, Bylaws or purpose of the club;
5. Although members are allowed to invite guests, no club may advertise or publicize its activities so as to infer its membership or events are open to non GRF members;
6. Caregivers cannot belong to any club;
7. Should a complaint be lodged from a member of a club relating to the financial reporting or condition of that club, a financial statement will be required for the use of the Recreation Manager in resolving the complaint; and
8. The GRF reserves the right to disallow the use of any Trust Property to any club or organization.



**COMMUNITY OPERATIONS****USE OF COMMUNITY FACILITIES****CURRENT****Limitations on Use****Use of Clubhouse Facilities by Outside Organizations**

To provide for a fair distribution of limited clubhouse facilities, members that belong to an organization outside the community may be permitted to reserve a clubhouse facility once each calendar year for an event by that organization if space is available.

Members are responsible for the organization's activities and shall ensure that the organization follows all established policies relating to clubhouse use.

In the event more than one member belongs to the same outside organization, that organization is still limited to one invitation per calendar year.

**GRF Sponsored Activities**

Members are able to invite guests as long as the number of guests does not comprise a majority of the attendees.

**Hours**

1. The clubhouses will be open for the use of members and guests accompanying them from 7:30 am to 10:30 pm.
2. Starters for the golf course will be on duty starting at 7:30 am. Starters' quitting time will be determined administratively. The golf course and appurtenant areas and facilities will be limited to members. Health care providers, caregivers or guests are not permitted to use the golf course.
3. The hours of operation of the exercise room, swimming pool, appurtenant areas and facilities shall be determined administratively. These facilities are for use by members only. The swimming pool and exercise room will be closed Thanksgiving, Christmas and New Year's Day.
4. The Amphitheater and stage will be available for use by recognized clubs and organizations by reservation only. (See Policy 1412-50)
5. The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the members.

**COMMUNITY OPERATIONS****USE OF COMMUNITY FACILITIES****CURRENT****Limitations on Use**

6. Clubhouses One (1), Two (2), Four (4), Six (6), and building Five (5) will be closed Christmas and New Year's Day. Exceptions are at the discretion of the Recreation Manager.
7. Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed Thanksgiving Day. Exceptions are at the discretion of the Recreation Manager.
8. Any permanent operational time change must be approved by the Recreation Committee.

**Notice of Closing**

Whenever it may become necessary to close down or limit the use of any community facility for a non-emergency reason, advance notice of one week is to be given to the Recreation Manager, who will give proper notification to all concerned.

**Charges**

1. Charges will be assessed for clubs and/or private parties using clubhouse facilities when the scheduled or actual use extends beyond the official hours, or when additional help or special accommodations are required. The rate to be used is the lowest established billing rate currently in effect as determined and published by the Accounting Office. In the event of overtime, a minimum of one hour will be charged.
2. Parties requesting the use of meeting rooms will be required to pay all charges for damages, repairs or unusual cleaning costs.

**Policy:**

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

Adopted: 19 Oct 71  
Amended: 16 May 78  
Amended: 18 Sep 79  
Amended: 15 Nov 83  
Amended: 19 Aug 86  
Amended: 21 Oct 86  
Amended: 16 Aug 88  
Amended: 31 Jan 95

**COMMUNITY OPERATIONS****USE OF COMMUNITY FACILITIES****CURRENT****Limitations on Use**

Amended: 20 Aug 96

Amended: 17 Mar 98

Amended: 19 May 98

Amended: 21 Jul 98

Amended: 16 Sep 03

Amended: 20 Mar 07

Amended: 28 Apr 14

Amended: 13 Apr 17



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## BOARD ACTION REQUEST

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**TO:** BOARD OF DIRECTORS  
**FROM:** RANDY ANKENY, EXECUTIVE DIRECTOR  
**SUBJECT:** EMERGENCY ACTION, POOL AREA LOCKER ROOM REPAIRS  
**DATE:** DECEMBER 5, 2017  
**CC:** FILE

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During the annual deep cleaning and maintenance of the pool restroom showers, it was determined, the shower flooring is in dire need of re-grouting.

*Before picture, grout missing from many sections*



The required work consists of acid washing of both shower areas to etch and/or remove any remaining grout and re-grouting. To minimize the time the pool area is closed, proposals were solicited with only Hadi Construction Co. quoting, in the amount of \$8,600.

Note: It was originally planned to use Service Maintenance to complete this task, but due to the existing work load, Service Maintenance was not able to reasonably work this project in on time. The scope of work provided by Hadi Construction corresponded with our time and material estimates, if repaired inhouse.

In order to prevent any undo time delays in the reopening of the pool and to restore the shower floors to sanitary conditions, Executive Director authorized a non-budgeted expenditure from Cost Center 46 (Swimming Pool) to re-grout the floors, in an amount not to exceed \$8,600, per Hadi Construction quotation dated 9/23/16. Due notice was provided by the Executive Director

at the Special Meeting of the Finance Committee and at the Recreation Committee meeting on December 6, 2017.

*After picture – flooring has been re-grouted*



I move to ratify the emergency actions taken by the Executive Director in the repairs and replacement of flooring grout within the Men's and Women's pool area showers, non-budgeted funding from Cost Center 46.



# HADI CONSTRUCTION CO.

9652 Joyzelle Dr. • Garden Grove, CA 92841  
(714) 539-0386 • (562) 598-3755  
ST. LIC. NO. 642937

EXHIBIT "A"

## STATEMENT

DATE 12/4/17

THE AMOUNT OF EIGHT THOUSAND SIX HUNDRED <sup>00</sup>/<sub>100</sub>

DOLLARS: (\$ 8600.-)

AS PAYMENT FOR SERVICES PERFORMED AS DESCRIBED BELOW:

BID TO GRAB FLOOR TILES IN POOL BATHROOMS

CLEAN & GRAB EXISTING FLOOR TILES IN BATHROOM #5 HENRI

*Thank You*  
HADI GAGOW