



Board of Directors

Agenda

Clubhouse Four

Tuesday, February 27, 2018

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 City Council Member'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) January 23, 2018 (pp. 3-14)
- 9) Reports
 - a) Los Alamitos Medical Center Advisory Report
 - b) Management Services Review Ad hoc Committee Report
 - c) RV Lot Ad hoc Committee Report
 - d) Strategic Planning Ad hoc Committee Report
- 10) New Business
 - a) Communications
 - i) Non-budgeted Operating Funding Request – Office 365 (Mr. Gould, pp.15-16)
 - ii) Non-budgeted Operating Funding Request -Publications Management Software (Mr. Stone, pp.17-18)

- b) Executive Committee
 - i) Rescind Policy 5508-30, Renewal of Service and Maintenance Contracts (Mrs. Damoci, pp. 19-20)
 - ii) Rescind Policy 5440-30, Emergency Plan (Mr. Lukoff, pp. 21-22)
 - iii) Rescind Policy 5442-30, Community Emergency Preparedness (Mr. Dodero, pp. 23-24)
 - iv) Approve Election Provider (Mrs. Reed, pp. 25-26)
 - v) Approve Group Health Insurance (Ms. Hopewell, pp. 27-30)
- c) Finance Committee
 - i) Accept January Financial Statements (Ms. Snowden, pp. 31-38)
 - ii) Approve Investment Strategy (Ms. Winkler, pp. 39-40)
- d) Physical Property Committee
 - i) Trust Property Modification - Jim's Gate (Ms. Rapp, pp. 41-42)
- e) Recreation Committee
 - i) Reserve Funding Request – Amphitheater, Sound System (Mr. Pratt, pp.43-44)
 - ii) Conceptual Approval – Veterans Plaza (Mrs. Perrotti, pp. 45-50)
 - iii) Amend Policy 2501-35, Patron Use (Ms. Fekjar, pp. 51-56)
- f) RV Lot Ad hoc Committee
 - i) **FINAL VOTE:** Adopt Policy 1487.50, Recreational Vehicle Lot (RVL) Rules and Regulations (Ms. Snowden, pp. 57-70)
 - ii) **FINAL VOTE:** Adopt Policy 1487.01-50, Trust Property Lessee Fines (Mr. Moore, pp. 71-74)
 - iii) **FINAL VOTE:** Adopt Policy 1487.02-50, RV Lot Maintenance (Mr. Crossley, pp.76-76)
 - iv) Approve Revised RV Lot Use Lease (Mr. Pratt, pp. 77-85)
- 11) Staff Reports
 - Director of Finance's Report – Ms. Miller
 - Executive Director's Report – Mr. Ankeny
- 12) Board Member Comments
- 13) Next Meeting/Adjournment

Tuesday, March 27, 10 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 January 2018 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of January 3, 2018
- Minutes of the Physical Properties Committee Board Meeting of January 9, 2018
- Minutes of the Mutual Administration Committee Board Meeting of January 9, 2018
- Minutes of the Executive Committee Board Meeting of January 12, 2018

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
January 23, 2018**

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, January 23, 2018, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Joy Reed, Corporate Secretary of the Golden Rain Foundation, 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, Rapp, McGuigan, Dodero, Winkler, Heinrichs, Damoci, Lukoff, Crossley, Fekjar, and Moore were present. Director Fekjar left the meeting at 12:11 p.m.

Eighteen Directors were present, with a quorum of ten.

PRESIDENTS COMMENTS

In 2017, GRF collected over 2 million dollars in new Amenities Fees (formerly named Membership Fees). That means in 2017 over 1 million dollars went to help fund Reserves and over 1 million dollars went to the Capital Fund. So pay attention to each motion and notice if the money is coming from Reserves or Capital, then you will know where the money originally came from. The vast majority of our projects are paid for by the new residents of Leisure World.

In 2017, we sold 536 units for over \$127 Million dollars in total unit sales.

On July 25th of last year, this Board voted to observe Martin Luther King Jr as a paid employee holiday. On January 15th of this year we observed this holiday with a special celebration. And what a tremendous event it was! I want to thank the Recreation Department, specifically Terry De Leon, Tommy Fileto and Kathy Thayer for their efforts in providing such an outstanding program. Well done!

On October 24, 2017 the Board established an RV Lot Ad Hoc Committee with the mandate "to develop policies, procedures, RV Lot Rules and review lot maintenance and lease agreements." I am happy to report that the committee will present their first submission (policies) today for the Boards approval with the final piece to be brought forth next month.

In February, the Board will have the option to accept and approve the Committees recommendations and dissolve the Committee, after a job well done. Kudos to the Committee and Chair Steve McGuigan for their hard work and bringing the reports to the Board in such and efficient and speedy manner.

We are rapidly approaching the time when our shareholders will be asked to get involved and consider running for their Mutual boards and the GRF representatives from the even numbered Mutuals. Remember we are self-governed by volunteers. Please consider running for office...you are needed.

Next month is another evening meeting. On February 27th, our meeting will be held at 6 pm.

Now to the business on hand.

ANNOUNCEMENTS

The GRF Board of Directors met for an Executive Session meeting on January 5, 2018.

SERVICE ANNIVERSARIES

Five employees were recognized with a service award.

Kathy Thayer	Recreation Department	5 years
Jon Jones	Recreation Department	5 years
Geri Garcia	Security Department	10 years
Juan Fuentes	Service Maintenance Department	15 years
Kevin Black	Physical Property Department	25 years

SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Council Member Sandra Massa Lavitt 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

One shareholder/member 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 Strategic Planning Ad hoc Committee Board Meeting of October 27, 2017
Minutes of the Physical Properties Committee Board Meeting of December 4, 2017
Minutes of the Recreation Committee Board Meeting of December 6, 2017
Minutes of the Executive Committee Board Meeting of December 8, 2017
Minutes of the Finance Committee Board Meeting of December 18, 2017

APPROVAL OF BOARD MEETING MINUTES

The minutes of the December 19, 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 RV Lot 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 and advised that the Committee will adopt a quarterly meeting schedule beginning in January 2018.

NEW BUSINESS

Architectural Design and Review Committee

St. Andrews South, Landscape Architectural Services

At the January 8, 2018 meeting of the Architectural Design and Review Committee, the Committee reviewed conceptual landscape designs for the St Andrew Median. In review of the plans with general cost estimates, it was determined professional services were required to draft a full set plans including landscape, irrigation, and lighting suitable to receive qualified proposals. The Committee duly moved and approved to recommend to the Board the awarding of a contract for Landscape Architectural Services by Mission Landscape Architecture, in an amount not to exceed \$10,000, Reserve Funding from the St Andrews South landscape replacement budget.

Ms. Fekjar MOVED, seconded by Mr. Dodero -

TO approve a contract between GRF and Mission Landscape Architecture (Exhibit A in agenda packet), in an amount not to exceed \$10,000, Reserve Funding, and authorize the President to sign the contract.

Ten Directors and the Facilitates Director spoke on the motion.

The motion was carried with five no votes (Crossley, Rapp, Snowden, Pratt, R. Stone).

Executive Committee

Approve GRF Directors' Handbook

At its regular meeting on January 12, 2018, the Executive Committee reviewed the GRF Directors' Handbook and recommend adoption of the handbook by the Golden Rain Foundation Board of Directors.

Mrs. Reed MOVED, seconded by Ms. Hopewell -

TO approve usage of the GRF Directors' Handbook.

Five Directors spoke on the motion.

The motion was carried unanimously by the Board members.

Finance Committee

Accept December 2017 Finance Statements

At the regular meeting of the Finance Committee on January 16, 2018, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the December 2017 financial statements for audit.

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

TO accept the December 2017 Financial Statements for audit.

Investment Strategy

At the regular scheduled meeting of the Finance Committee on January 16, 2018, 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.

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

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 and the Finance Director spoke on the motion.

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

Mutual Administration Committee

Rescind Policy 7710, Estate Transaction and Creditors' Claims

On January 9, 2018, the Mutual Administration Committee reviewed Policy 7710, Estate Transaction and Creditors' Claims. The Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) rescind the Policy into the 1000 Series, as it does not belong in the Mutual 7000 series. The Policy explains the services provided by the Stock Transfer Office to Leisure World. The Policy is written as a procedure for estates and creditors to contact Stock Transfer to address items of a unit.

In addition, in researching Policy 7710 it was discovered that none of the housing Mutuals have adopted the policy.

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

TO rescind Policy 7710, Estate Transaction and Creditors' Claims.

Mr. Stone left at 11:00 a.m. and returned at 11:05 a.m.

Rescind Policy 7710.01, Admittance to Apartments-Public Administrator's Office

On January 9, 2018, the Mutual Administration Committee (MAC) reviewed Policy 7710.1, Admittance to Apartments – Public Administrator's Office. The Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) rescind the Policy into the 1000 Series, as it does not belong in the Mutual 7000 series. The Policy is a procedure for allowing a Public Administrator in to Leisure World.

In addition, in researching Policy 7710.1, Admittance to Apartments – Public Administrator's Office, it was discovered that none of the housing Mutuals have adopted the policy.

Mr. Crossley MOVED, seconded by Ms. Hopewell -

TO rescind Policy 7710.1, Admittance to Apartments – Public Administrator's Office.

The motion carried with one abstention (R. Stone)

Physical Property Committee

Capital Funding Request – Change Order – Electric Service

At its regular meeting on October 24, 2017, the GRF Board awarded a contract to Schlick Services to update the electrical service at the RV Lot (5.5 Acres).

Golden Rain Foundation Board Meeting Minutes, October 24, 2017

Ms. Rapp MOVED, seconded by Mr. Gould –

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

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

The motion was carried unanimously by the Board members present.

During the permit process with SCE to relocate two current 100 Amp meters, it was discovered that the meter supplying power to the car wash and Clubhouse Two area is also undersized, and will require a 600 Amp meter rather than the 400 Amp unit, as scoped out in the proposal by Schlick Services. The cost increase for this change is \$11,854.11.

At its regular meeting on January 9, 2018, the Physical Property Committee recommended the GRF Board approve the change order to increase the size of electrical service from 400 Amp to 600 Amp, for a cost not to exceed \$11,854.11, following review by the Finance Committee.

At its regular meeting on December 18, 2017, the Finance Committee determined available funding is available for this project.

Ms. Rapp MOVED, seconded by Ms. Fekjar -

TO approve a change order to Schlick Services to upgrade 400 Amp panel to 600 Amp panel, based on electrical demands, for a cost not to exceed \$11,854.11, funded by Capital, and authorize the President to sign all applicable documents.

Three Directors and the Facilities Director spoke on the motion.

The motion was carried unanimously by the Board members.

Mission Park, Multipurpose Court

With demolition of the existing lawn and bowling and shuffleboard courts near completion, the Physical Property Department obtained the quotes for the installation of pickle ball courts.

At its regular meeting on January 9, 2018, the Physical Property Committee reviewed the quotes and discussed the qualifications of bidding contractors. Based on the information provided and the fact that Zaino Tennis Courts Inc. main function is installation of the courts, the Committee unanimously recommended the GRF Board to award a contract to Zaino Tennis Courts Inc. for the installation of pickle ball courts, including nets and fencing, for a cost of \$130,277.

At its regular meeting on November 28, 2017, the GRF Board approved the budget of \$330,000 for this 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.

Mr. Stone MOVED, seconded by Ms. Rapp—

TO award a contract to Zaino Tennis Courts Inc., for the construction of pickle ball courts at the Mission Park area of Clubhouse Two, for a cost not to exceed \$130,277, Capital funding, and have the

President sign any applicable contracts.

Two Directors spoke on the motion.

The motion was carried unanimously by the Board members.

Recreation Committee

Catered Wine Service at Select GRF Events

At its January 3, 2018 meeting of the Recreation Committee, the Committee reviewed the addition of providing/sale of Beer/Wine by a duly licensed, insured and permitted caterer at GRF sponsored events. Example: Valentine's Dinner Dance, Wine Service.

As risk and liability was a concern of the Committee, the Executive Director contacted our insurance broker; full transcript attached (Exhibit A in the agenda packet). As the providing/sale of Beer/Wine at a GRF event constituted a fundamental variance of current procedure, the Committee duly moved and approved to forward this matter to the Board.

No motions were provided, as any action on this matter is subject to a majority ruling of the Board on the proposed actions as follow:

1. General discussion on the agenda item: should GRF allow the providing and/or sale of Beer/Wine at GRF events by a duly licensed, insured and permitted caterer?
2. Dependent on the item above:
 - a. Should the total number of events be limited?
 - b. Should the matter be referred back to the Recreation Committee for the drafting of applicable policy?

Eleven Directors and the Recreation Manager spoke on the topic.

Mrs. Damoci MOVED, seconded by Mr. Moore -

To refer to the Recreation Committee to discuss fully.

The motion failed to pass with eight no votes (Crossley, Heinrichs, Doderer, Reed, Rapp, Snowden Gould, Pratt) and one abstention (Perrotti).

RV Lot Ad hoc Committee

TENTATIVE VOTE: Adopt Policy 1487-50, Recreation Vehicle Lot (RVL) Rules and Regulations

At its meeting on January 16, 2018, the RV Lot Ad hoc Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1487-50, Recreational Vehicle Lot (RVL) Rules and Regulations.

Mr. McGuigan MOVED, seconded by Ms. Fekjar –

TO tentatively adopt Policy 1487-50, Recreational Vehicle Lot (RVL) Rules and Regulations, as amended, pending a 30-day notification to the membership and a final decision by the GRF BOD on February 27, 2018.

Four Directors spoke on the motion.

Ms. Rapp MOVED, seconded Ms. Hopewell-

TO table the agenda item and discuss it at a Special GRF BOD meeting.

Nine Directors spoke on the motion.

The motion and the second to table the agenda item were withdrawn.

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

TENTATIVE VOTE: Adopt Policy 1487.01-50, Trust Property Lessee Fines

At its meeting on January 16, 2018, the RV Lot Ad hoc Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1487-50.01, Schedule of Monetary Fines for Notice of Violation.

Mr. Pratt MOVED, seconded by Ms. Winkler -

TO tentatively adopt Policy 1487.01-50, Schedule of Monetary Fines for Notice of Violation, pending a 30-day notification to the membership and a final decision by the GRF BOD on February 27, 2018.

Seven Directors spoke on the motion.

Mr. Gould MOVED, seconded by Mr. Moore-

TO amend Policy to reflect Fix-It Ticket (10) days for first offense for having torn/worn out RV covers.

Ten Directors and the Security Services Director spoke on the motion.

The motion to amend was carried with five no votes (Crossley, McGuigan, L. Stone, Lukoff, Perrotti).

Director Fekjar left the meeting at 12:11 p.m.

Ms. Winkler MOVED, seconded by Mr. Dodero-

TO call the question.

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

Mr. Pratt MOVED, seconded by Ms. Winkler -

TO tentatively adopt Policy 1487.01-50, Schedule of Penalties and Fines for Notice of Violation, as amended, pending a 30-day notification to the membership and a final decision by the GRF BOD on February 27, 2018.

The amended motion was carried with four no votes (Reed, Damoci, Lukoff, Hopewell).

The President called for a 10 minute break at 12:31 p.m.

TENTATIVE VOTE: Adopt Policy 1487.02-50, Variance to Policy 1927-37 (Maintenance)

At its meeting on January 16, 2018, the RV Lot Ad hoc Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1487.02-50, Variance to Policy 1927-37, (Maintenance)

Mr. Pratt MOVED, seconded by Mrs. Perrotti -

TO tentatively adopt Policy 1487.02-50, Variance to Policy 1927-37 (Maintenance) pending a 30-day notification to the membership and a final decision by the GRF BOD on February 27, 2018.

Nine Directors spoke on the motion.

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

TO revise the name of Policy 1487.02-50 to RV Lot Maintenance.

Six Directors spoke on the amendment.

The amended motion was carried by the Directors present.

Security, Bus & Traffic Committee

FINAL VOTE: Amend Policy 1927.01-37, Fees for Parking Rules Violations on Trust Property

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.

At its meeting of November 28, 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 December 7 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code **§4360**.

One item correspondence was received (Exhibit A in agenda packet).

Ms. Winkler MOVED, seconded by Mr. McGuigan –

TO ratify Policy 1927.01-37, Fees for Parking Infractions, as presented.

Two Directors spoke on the motion.

The motion was carried by the Directors present.

FINAL VOTE: Adopt Policy 1928-37, Golf Carts and Low Speed Vehicles

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.

At its meeting of November 28, 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 December 7 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of

the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code **§4360**.

No items of correspondence were received.

Mr. Moore MOVED, seconded by Mr. Dodero–

TO ratify Policy 1928-37, Golf Carts and Low Speed Vehicles, as presented.

Six Directors and the Security Services Director spoke on the motion.

Mr. Lukoff MOVED, seconded by Mr. McGuigan –

TO amend #1.8 by removing “This information is forwarded to the related Mutual President”.

The motion and the second to amend were withdrawn.

The motion was carried unanimously by the Board members present.

CONTROLLER’S REPORT

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

EXECUTIVE DIRECTOR’S REPORT

The Executive Director was not in attendance, but provided a written report for the Board.

BOARD MEMBER COMMENTS

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

The meeting was adjourned was at 1:23 p.m.

Joy Reed, Corporate Secretary
GRF Board of Directors
dfb

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTOR
FROM: COMMUNICATIONS COMMITTEE (DF)
SUBJECT: NON-BUGETED OPERATING FUNDING REQUEST-OFFICE 365
DATE: FEBRUARY 9, 2018
CC: FILE

At its regularly scheduled meeting on February 8, 2018, the Communications Committee unanimously agreed to request the Finance Committee review non-budgeted Operating funding for the purchase of Microsoft Office 365 software.

Currently, GRF staff is using a combination of Office 2007 and Office 2013. Office 365 is a software package which contains various productivity tools (Word, Excel, PowerPoint, and Outlook). The Office 365 package is a monthly subscription-based service that can ensure all staff and Board are using the most current version of Microsoft Office, resolving any incompatibility issues with various versions of Office.

At its regularly scheduled meeting on February 20, 2018, the Finance Committee determined sufficient non-budgeted Operating funds are available.

I move to approve the purchase of Microsoft Office 365 licenses (20 subscriptions = 100 seats total), for \$2000/year, to be charged to 6481000-34 (Computer Maintenance & Software), non-budgeted Operating funding.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS COMMITTEE (NC)
SUBJECT: PUBLICATIONS MANAGER SOFTWARE
DATE: FEBRUARY 9, 2018
CC: FILE

At its regularly scheduled meeting on the February 8, 2018, the Communications Committee, unanimously agreed to request the Finance Committee review non-budgeted Operating funding for the purchase of new sales software, "The Magazine Manager," which will replace sales software, FileMaker Pro. The set-up fee for the new software is \$1,750 and \$346 per month (2018, 10 months, \$3,460) for hosting and user fees (\$5,210 per year).

At its regularly scheduled meeting on February 20, 2018, the Finance Committee determined sufficient non-budgeted Operating funds are available.

I move to approve non-budgeted Operating funding for the purchase of new sales software, "The Magazine Manager," which will replace sales software, FileMaker Pro. The set-up fee for the new software is \$1,750 and \$346 per month (2018, 10 months, \$3,460) for hosting and user fees (\$5,210 per year).

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Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: RESCIND POLICY 5508-30, RENEWAL OF SERVICE AND MAINTENANCE CONTRACTS
DATE: FEBRUARY 9, 2018

At its regularly scheduled meeting on February 9, 2018, the Executive Committee moved to rescind Policy 5508-30, Renewal of Service and Maintenance Contracts; it is a procedure rather than a policy.

I move to rescind Policy 5508-30, Renewal of Service and Maintenance Contracts.

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

The purpose of this section is to establish basic policies governing the renewal of service and maintenance contracts.

1. The Executive Director will give written notice 90 days before expiration of any service or maintenance contract whose annual cost exceeds \$10,000 to the following:
 - a. President of the Golden Rain Foundation (GRF).
 - b. Chairman of the appropriate Committee.
 - c. Department head concerned.
2. The recommendation for the type of action to be taken will be made by the appropriate Committee to the Board of Directors (BOD) after study and consideration of the department head recommendation.

Policy

Adopted: 21 Jun 77
 Amended: 04 Feb 86
 Amended: 18 Nov 97
 Amended: 18 Dec 07
 Amended: 23 May 17

GOLDEN RAIN FOUNDATION
Seal Beach, California

(May 17)



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: RESCIND POLICY 5440-30, EMERGENCY PLAN
DATE: FEBRUARY 9, 2018

At its regularly scheduled meeting on February 9, 2018, the Executive Committee moved to rescind Policy 5440-30, Emergency Plan; it is a procedure rather than a policy.

I move to rescind Policy 5440-30, Emergency Plan.

GOLDEN RAIN OPERATIONS**GOVERNMENTAL RELATIONS****RESCIND****Emergency Plan**

The basic policy of the Golden Rain Foundation (GRF) in emergency situations is to cooperate fully with the authorized governmental agencies in the presentation of Trust Property, assets of Trust Property and repairing with all possible speed damage to Trust Property to the extent of available assets and financial resources.

The Executive Director and/or the Safety/Emergency Coordinator are authorized and directed to work with governmental agencies and request help from other emergency agencies when such help is needed.

The Executive Director is directed to set up routine emergency procedures to alert the staff and the Mutual Boards., so that all possible assistance can be obtained in the shortest time possible.

Policy

Adopted: 21 May 74

Amended: 16 Mar 93

Amended: 25 May 99

Amended: 29 May 14

Reviewed: 14 Apr 17

(Apr 17)

**GOLDEN RAIN FOUNDATION
Seal Beach, California**



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: RESCIND POLICY 5442-30, COMMUNITY EMERGENCY PREPAREDNESS
DATE: FEBRUARY 9, 2018

At its regularly scheduled meeting on February 9, 2018, the Executive Committee moved to rescind Policy 5442-30, Community Emergency Preparedness; it is a procedure rather than a policy.

I move to rescind 5442-30, Community Emergency Preparedness.

GOLDEN RAIN OPERATIONS**GOVERNMENTAL RELATIONS****RESCIND****Community Emergency Preparedness**

The Safety/Emergency Coordinator will develop and be responsible for the emergency plan of the Golden Rain Foundation (GRF) at Seal Beach under the direction of the Executive Director, as directed by the GRF Board

An emergency response plan for major emergencies will be presented to the Executive Committee for review, adoption, and revision, if necessary. These plans will be embodied in an Emergency Preparedness Manual which will be updated periodically.

The Safety/Emergency Coordinator will be a liaison with applicable organizations, including, but not limited to the American Red Cross, Seal Beach Police Department, and the Orange County Fire Authority.

Policy

Adopted: 21 May 74
 Amended: 15 Sep 87
 Amended: 16 Mar 93
 Amended: 25 May 99
 Amended: 29 May 14
 Reviewed: 14 Apr 17

GOLDEN RAIN FOUNDATION
Seal Beach, California

(Apr 17)



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE (CK)
SUBJECT: APPOINT 2018 ELECTION PROVIDER
DATE: FEBRUARY 9, 2018

Policy 5025-30, Election Procedures, states that the Executive Committee (EC) “will recommend that the Board appoint the election services company as its Inspector(s) of Election.”

At its meeting on September 26, 2017, the Golden Rain Foundation (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.

At its meeting on February 9, 2018, the EC moved to recommend the GRF Board appoint Accurate Voting Services as the Inspectors of Election for the upcoming GRF Board of Directors election.

I move to appoint Accurate Voting Services as the Inspectors of Election for the 2018 GRF Board of Directors election, as set forth in Policy 5025-30.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: GRF HEALTHCARE BENEFITS RENEWAL
DATE: FEBRUARY 9, 2018

The annual review of the Foundation's employee group benefit contracts has been completed for the period of April 1, 2018 through March 31, 2019. The information was provided by the Foundation's insurance broker, Burnham Benefits. The cost to the Foundation, services provided to our employees, plan design, customer service of each carrier, and the access to care were considered.

The health insurance market has continued to see low double digit increases, with California running near 12%, according to the National Conference for State Legislatures: (Source: <http://www.ncsl.org/research/health/health-insurance-premiums.aspx>)

Medical Insurance

Our incumbent carrier, Kaiser, gave us an initial renewal quote for the 2018-2019 plan year with a 6.6% increase in rates for our current plans. Staff requested the best rate they could provide and Kaiser reduced the increase to 3.6%.

Kaiser of Southern California continues to have the highest Health Insurance Plan ranking in California for Private HMO Plans based on rankings from the National Committee for Quality Assurance.

(Source: <http://reportcards.ncqa.org/>)

For our 2016 plan year the Foundation elected a Kaiser plan with modifications to the copays to mitigate premium increases, including a \$500 copay for hospitalization. GRF chose to offset the additional out-of-pocket expenses to employees by establishing a fund to reimburse the first \$500 for any employee or covered dependent for the year.

Dental, Life, Long Term Disability (LTD), Accidental Death & Dismemberment (AD&D) and Employee Assistance Program (EAP)

The renewal from Guardian for Dental, Life, LTD, AD&D, and the EAP coverage offers identical coverage as our expiring plans initially indicated a 3.9% overall premium increase, but after negotiations Guardian revised the quote with a rate-pass (no change) for both the PPO and HMO coverage. We also received quotes from other carriers such as MetLife, Principal, and The Standard which quoted a rates for decreases between 8.1% and 11.4%, but the network of dental providers for these plans would require many of our employees to change dental providers to retain coverage, and would also increase the cost of administering our plans by adding an additional carrier to maintain.

Vision Insurance

Guardian's renewal proposal for VSP Vision coverage with identical coverage as our current plan was quoted at a rate-pass (no change) for the premium.

Employee Paid Insurances

The renewal of the basic life insurance from Guardian also allows the renewal of the voluntary life coverage offered to employees. The renewal offers identical coverage as our expiring Plans with a rate-pass in the premium. This coverage is 100% paid by the employee. The voluntary plan will also eliminate the benefit reduction at age 65.

The renewal of the pet insurance with VPI Pet offers the same coverage as our current Plan. This coverage is 100% paid by our employees.

Flexible Spending Account

This is an account that allows employees to make a contribution on a pre-tax basis to be used to pay for Health Care or Dependent Care (day care) expenses depending on the type of account.

Employees can contribute up to \$2,650 for Health Care expenses, and up to \$5,000 for Dependent Day Care expenses annually.

This benefit was first offered to GRF employees for the current benefit year and we have 13 employees contributing to the plan.

Additional Voluntary Benefits

The Guardian also offers some additional plans that GRF could offer on a voluntary basis to its employees. Two of the most popular plans are Accident Insurance, which pays specified amounts for claims such as hospital admission, fractures, etc., and Critical Illness Insurance which pays specified amounts if a covered person is diagnosed with specific serious conditions such as cancer, stroke, or a heart attack.

Both of these plans also offer a Wellness Benefit which pays \$50 for each wellness test or exam the covered person has during the year.

Offering these additional plans allows GRF to add to its benefit package at no cost to the Foundation.

Recommendation

It is the recommendation of the Executive Director and the Human Resources Director that:

- The current Medical Plans be renewed with Kaiser,
- The Dental HMO, PPO, VSP Vision, Life, Long Term Disability, AD&D, and the Employee Assistance Plans be renewed with Guardian;
- The employee paid Voluntary Life Plan be renewed with Guardian; and
- The employee paid Pet Insurance Plan be renewed with VPI Pet.
- The Foundation continue the Flexible Spending Account benefit for its eligible employees.

- The Foundation continue to set aside \$500 per employee per plan year to reimburse any employee for the first \$500 of hospitalization costs they incur for themselves or a covered dependent to offset the employees' out of pocket costs.
- The Foundation add 2 Voluntary Benefit offerings to the GRF Group Benefits:
 - Accident Plan
 - Critical Illness Plan
- The Foundation continues to offer a Section 125 Premium Only Plan to reduce the payroll tax liabilities for GRF and its employees

Based on the current employee / employer premium sharing split on the Medical, Dental, and Vision Plans and the 100% employer premium on the Life, AD&D, LTD, and Employee Assistance Program Plans, there are sufficient funds in the 2018 Budget to accommodate the recommended Plans.

Healthcare Budget/Costs – April 1, 2018 to December 31, 2018

GL Category	2018 Budget	Proposed Rates (less employee contributions)	Amount Over (Under) Budget	
	April to December	April to December	Based on Current Coverage Levels	
6143000 Medical	\$632,574.00	\$548,442.00	(\$84,132.00)	(13.3%)
6143300 Dental	\$13,518.00	\$10,899.00	(\$2,619.00)	(19.4%)
6143500 Vision	\$8,478.00	\$7,299.00	(\$1,179.00)	(13.9%)
6145000 Life	\$22,977.00	\$21,204.00	(\$1,773.00)	(7.7%)
Total Amount	\$677,547.00	\$587,844.00	(\$89,703.00)	(13.2%)

At it's meeting on February 9, 2018, the Executive Committee moved to recommend the GRF Board renew the GRF Employee benefit plans.

I move to recommend renewal of the following GRF employee benefit plans for the plan year beginning April 1, 2018 and ending March 31, 2019:

- Kaiser Medical Low and High Plans
- Guardian Dental HMO and PPO Plans
- Guardian VSP Vision Plan
- Guardian Basic Life and AD&D Insurance Plan
- Guardian Long Term Disability Plan
- Guardian Employee Assistance Plan
- Guardian Voluntary Life Plan
- VPI Voluntary Pet Insurance Plan
- Reimbursement of up to \$500 Hospitalization cost annually per employee.
- Flexible Spending Account Plan

Additionally, to approve the addition of two (2) Voluntary Plans – The Accident Plan, and the Critical Illness Plan through Guardian - for full time GRF employees effective April 1, 2018.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE JANUARY FINANCIAL STATEMENTS
DATE: FEBRUARY 20, 2018
CC: FILE

At the regular meeting of the Finance Committee on February 20, 2018, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the January 2018 financial statements for audit.

Our Director of Finance, Carolyn Miller will give a recap of the January 2018 financial statements. At the end of the report, a motion will be made to accept the January 2018 financial statements for audit.

I move that the GRF Board of Directors accept the January 2018 financial statements for audit.

Financial Recap – January 2018

As of the one-month period ended January 2018, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$173,964.

Major variances are:

Employment Taxes & Benefits	45,017	Favorable: P/R Taxes \$19K; Workers' Comp \$10K; Group Ins \$10K; 401(k) Match \$4K
Professional Services	19,684	Favorable: Legal & Other Professional Services not yet used
Repairs & Maintenance	16,721	Favorable: Landscaping Extras and other maintenance not yet scheduled.
Property & Liability Insurance	12,522	Favorable: Actual premiums less than budget
Rental Income - Resales	29,390	Favorable: Unit sales exceeded budget
SRO Labor Cost Recovery	26,317	Favorable: Actual labor exceeded budget

	Fund Balance	Allocated For 2018 Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$9,449,424	\$2,357,326	\$7,092,098	9

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$1,703,906	\$530,770	\$1,173,136	11

Total approved unbudgeted operating expenses were \$7,000 for the year.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	427,908	
1122000	Non-Restricted Funds	9,358	
	Receivables	606,952	
	Prepaid expenses	431,265	
	Inventory of maintenance supplies	463,085	

	Total Current Assets		1,938,568
	Designated deposits		
1211000	Contingency Operating Fund	500,000	
	Reserve Fund	9,449,424	
1212500	Capital Improvement Fund-GRF	1,703,906	
1213000	Liability Deductible & Hazard Fund	204,287	

	Total designated deposits		11,857,617
	Notes Receivable		
1411000	Notes Receivable	25,037	

	Total Notes Receivable		25,037
	Fixed Assets		
	Land, Building, Furniture & Equipment	35,615,720	
	Less: Accumulated Dep'n	(22,979,892)	

	Net Fixed Assets		12,635,828
	Other Assets		-----
	Total Assets		26,457,051
			=====

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	501,475	
	Project Commitments	1,142,442	
	Prepaid Deposits	10,350	
	Accrued payroll & payroll taxes	725,683	
	Accrued expenses	304,070	
	Accrued property taxes	100,323	

	Total Current Liabilities	2,784,343	
	Total Liabilities		2,784,343
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	500,000	
3212000	Reserve Equity	8,479,344	
3394000	Capital Fund Equity	1,531,544	
3310000	Beneficial Interest in Trust	9,728,931	

	Total Mutuals' Beneficial Interest		20,239,819
Membership interest			
	Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800	
	Additional paid-in-capital	4,867,639	

	Total Paid-in-Capital		6,477,439
Excess Income			
	Current Year	(29,866)	
3910000	Excess Income / (Expense) Prior Year	128,128	

	Total Excess Income		98,261
3920000	Dep'n & Amortization		(3,142,811)
	Net Stockholders' Equity		23,672,708

	Total Liabilities & Stockholders' Equity		26,457,051
			=====

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended January 31, 2018

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 12/31/2017	500,000	9,385,260	1,644,058	204,287	922	11,734,527
Funded: Assessments		100,000				100,000
Funded: Amenities Fees collected	(54)	72,536	72,536			145,071
Funded: M17 Lease Fees collected	(19)	4,407	4,407			8,813
Funded: Interest on Funds		4,504				4,504
Progress Payments on CIP						-
Expenditures		(11,224)	(17,094)			(28,318)
Commitments		(106,059)				(106,059)
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Disbursement to Mutuals						-
2017 Excess Income		-			-	-
Transfers to General checking						-
Interest Income Allocation						-
Net Monthly Activity					8,436	8,436
Balance 1/31/2018	500,000	9,449,424	1,703,906	204,287	9,358	11,866,975
Net Activity	-	64,164	59,848	-	8,436	132,448

2018 Reserve Expenditures

Cost Center	Description	2018 SPAH	Prior Approved	Current Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES		TTD Expenditures	2018 Allocated Funds
								Jan	Total		
45	Replace Drapery and Traveler (845-17)	-	37,632			37,632	18,816	-	-	18,816	18,816
45	Amphitheater- Stage, Lights, Sound, Blast door, Seating	125,000				-	-	-	-	-	-
45	Amphitheater Roof and Two Outbuildings	65,000				-	-	-	-	-	-
48	Paint Exterior Flatwork (2016 RS not started)	-	4,505		(4,505)	-	-	-	-	-	-
51	Replace Four Automatic Sliding Doors (840-17)	-	29,562			29,562	-	-	-	-	29,562
53	Room Nine Roof Replacement (826-17)	-	15,000			15,000	-	8,344	8,344	8,344	6,656
53	Replace one Automatic Sliding Door (842-17)	-	8,355			8,355	-	-	-	-	8,355
79	Clubhouse 1, 2, 3, 6 Revitalization Project (830-17)	-	1,000,000			1,000,000	77,215	-	-	77,215	922,785
79	Repair Concrete and Wood Shoreline at Pond (2016 RS not started)	-	2,560		(2,560)	-	-	-	-	-	-
79	Refurbish Golf Course Greens (2016 RS not started)	-	10,239		(10,239)	-	-	-	-	-	-
79	Community Landscape Remodel (2016 RS not started)	-	10,239		(10,239)	-	-	-	-	-	-
79	Community Concrete Flatwork (2016 RS not started)	-	25,598		(25,598)	-	-	-	-	-	-
79	Community Asphalt Seal Coat- Parking Lots (2016 RS not started)	-	38,038		(38,038)	-	-	-	-	-	-
79	Community Asphalt Seal Coat-Street Phase 4 (2016 RS not started)	-	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)	-	178,081			178,081	161,993	-	-	161,993	16,088
79	Globe Lighting Design (730-15B) (Transfer funding from Globe project 730-15B)	-	22,919			22,919	4,464	-	-	4,464	18,455
79	Perimeter wall sections J & K (591-01B-JK)	-	650,000			650,000	84,977	-	-	84,977	565,023
79	St. Andrews Gate Improvements (723-14)	-	52,808			52,808	52,808	-	-	52,808	-
79	Perimeter wall sections L & M (591-01B-LM)	-	900,000			900,000	861,376	-	-	861,376	38,624
79	Street Paving Project- Phase one (Cedar Crest, Knollwood, Fairfield/Prestwick, Shawnee...) (764-16)	-	600,000			600,000	546,133	2,880	2,880	549,013	50,987
79	Street Paving Project- Phase two (St. Andrews Drive) (836-17)	-	581,639			581,639	193,824	-	-	193,824	387,815
79	Main Gate Entrance- Landscape and Hardscape Improvements (825-17)	-	158,577			158,577	98,418	-	-	98,418	60,159
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (738-15)	-	237,800			237,800	13,800	-	-	13,800	224,000
79	Street Paving Project- Phase III (St. Andrews North)	1,000,000				-	-	-	-	-	-
79	Asphalt Crack Filling	50,000				-	-	-	-	-	-
79	Landscape Replacement (Community-wide)	50,000				-	-	-	-	-	-
79	Develop Landscape Plans for St. Andrews South (851-18)	-		10,000		10,000	-	-	-	-	10,000
		-	-			-	-	-	-	-	-
Total Planned Reserve Expenditures		1,290,000	4,778,016	10,000	(142,374)	4,645,642	2,277,093	11,224	11,224	2,288,317	2,357,326

2018 Capital Plan

Center	Description	2018	Prior Approved	Additional Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES		TTD Expenditures	Allocated Funds
		SPAH						Jan	Total		
34	Jenark System (5000-14 J)	-	218,000			218,000	183,017	-	-	183,017	34,983
34	Axxerion System (5000-14 A)	-	117,000			117,000	89,381	-	-	89,381	27,619
37	Security Office and Lobby	50,000	-			-	-	-	-	-	-
47	RV Lot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17)	-	28,000			28,000	18,735	314	314	19,048	8,952
47	RV Lot Electrical Upgrade- 400 amps (837-17)	-	28,085	11,854		39,939	-	-	-	-	39,939
48	Pool Area Planning- replace/enhance or modify (850-17)	-	25,000			25,000	-	-	-	-	25,000
48	Swimming Pool Upgrade	1,000,000	-			-	-	-	-	-	-
52	Develop redesign CH2 Outdoor Multi-Use Area (785-16)	-	13,750			13,750	12,250	-	-	12,250	1,500
52	Mission Park Project (841-17)	-	330,000			330,000	48,000	-	-	48,000	282,000
52	Landscape Replacement	25,000	-			-	-	-	-	-	-
54	Remove and relocate Flag Pole	-	7,500			7,500	-	-	-	-	7,500
56	Install Ramp on East End (839-17)	-	16,780			16,780	-	16,780	16,780	16,780	-
70	Purchase 5 Club Carts	-	37,800			37,800	-	-	-	-	37,800
79	Pedestrian Gate at Northwood Road (820-17)	-	28,143			28,143	16,850	-	-	16,850	11,293
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (738-15)	-	35,000			35,000	-	-	-	-	35,000
79	Street Paving Project- Phase two (St. Andrews Drive)- Conduit Installation for fiber optic cable (836-17)	-	30,000			30,000	27,000	-	-	27,000	3,000
79	Battery Backup System at Traffic Signal	-	14,985			14,985	-	-	-	-	14,985
79	Street Paving Project- Phase III- New Landscaping	400,000	-			-	-	-	-	-	-
79	Veterans Plaza	75,000	-			-	-	-	-	-	-
79	Main Gate Study	7,500	-			-	-	-	-	-	-
79	Access Control	250,000	-			-	-	-	-	-	-
79	Install Screening Fence for Administration Generator	-	-	1,200		1,200	-	-	-	-	1,200
Total Planned Capital Acquisitions		1,807,500	930,043	13,054	-	943,097	395,234	17,094	17,094	412,327	530,770

Total Remaining Expenditures for Approved and Future Projects	2,338,270
Fund Balance	1,703,906
Deficit	(634,364)

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CDAR PURCHASE
DATE: FEBRUARY 20, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on February 20, 2018, 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 February 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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Due to new information brought to bear, please be advised that the following agenda item was removed from the agenda, after the LW Weekly had gone to print:

10.d.i. Trust Property Modification – Jim's Gate

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Due to new information brought to bear, please be advised that the following agenda item was removed from the agenda, after the LW Weekly had gone to print:

10.e.i. Reserve Funding Request –
Amphitheater, Sound System

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: CONCEPTUAL APPROVAL, VETERANS PLAZA
DATE: FEBRUARY 21, 2018
CC: FILE

At its meeting on February 7, 2018, the Recreation Committee reviewed and approved to recommend to the Board conceptual approval from the Board on the proposed improvement to Trust Property to be identified as Veterans Plaza (see attached memo to the Recreation Committee dated January 10, 2018).

At its meeting on February 20, 2018, the Finance Committee reviewed and determined sufficient Capital Funds are available for the proposed project, in an amount not to exceed \$75,000.

Costs are estimated to construct the proposed project as follows:

Veteran Plaza, Proposed Improvements

Proposal MJ Jurado Jan 8, 2018		
Concrete per plan	\$36,000	
Construct raised stage	\$6,300	
Irrigation and Electrical sleeves	\$1,500	
Aluma Wood Stage Cover	\$7,400	
Sub Total		\$51,200
Lighting Allowance		\$8,800
Landscape/Irrigation Allowance		\$14,000
Contingency		\$1,000
Total		\$75,000

I move to approve the proposed project to be identified as Veterans Plaza, in an amount not to exceed \$75,000, from Capital Funds. The Project is contingent upon final review of proposals by applicable committees, per established policy. Upon committee review and approval, the

President is authorized to sign contracts provided; such contracts are fully within the cost estimates as identified.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

MEMO

TO: RECREATION COMMITTEE
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: VETERANS PLAZA, CONCEPT
DATE: JANUARY 10, 2018
CC: FILE

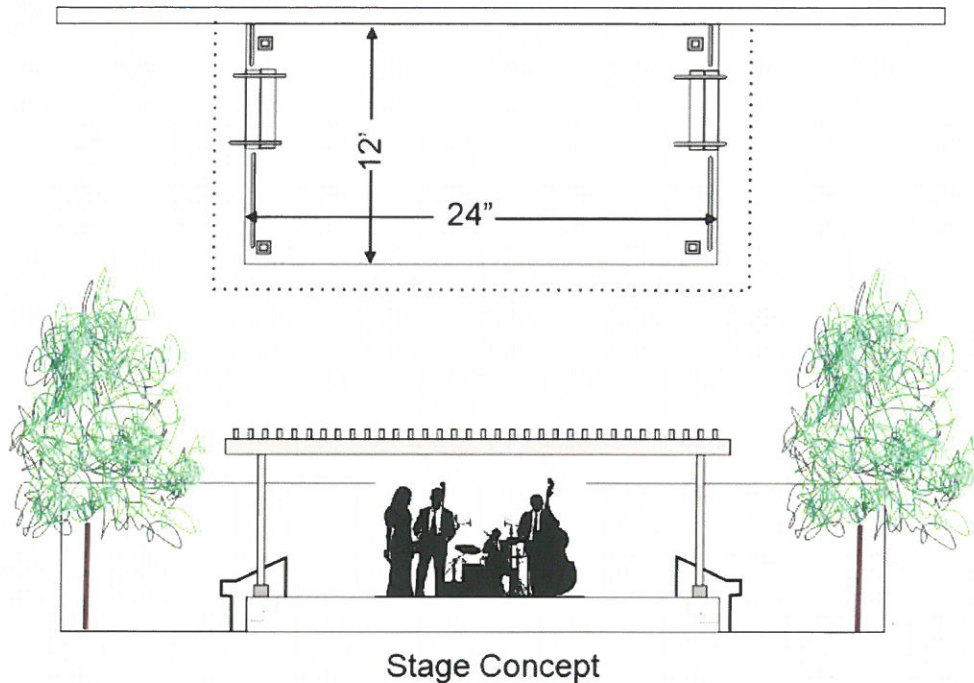
The following concept for committee review and consideration, improvements to the turf area between CH3 and the Library for enhanced social and recreation events. Project cost is estimated at \$60,000-75,000 dependent on final finishes and overall scope of the project.

Conceptual Plan



At the January 8, 2018 meeting of ADRC, the Committee reviewed conceptual plans for the proposed improvements, pending Recreation Committee review, and duly approved:

- Recommendation to the Board to name the area Vetreans Plaza
- Finishes to match existing finishes
- Stage shade structure general review



Action Requested

- Review and consideration for the addition of the amenity as noted by the conceptual plan.
 - If approved, the action will be forwarded to the Finance Committee to determine if Capital Funding in the amount of \$75,000 is available.
- Recommendation to the Board to add the amenity as noted.
- Upon Board approval, project to be forwarded to the Physical Properties Committee for:
 - Proposals (per ADRC approved finishes)
 - Proposal Approval
 - Project implementation, to the limits of funding as approved by the Board



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

Lic.# 987670

Proposal

Date	Estimate #
1/8/2018	17-0367

ATTN:

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

Project			
Veterans Plaza Concrete			
Description	Qty	Rate	Total
Demo existing Grass Sod & Haul offsite . Construct 4" Concrete Acid Wash Finish , Includes Form & Pour Concrete Bands Matching Existing .	3,600	10.00	36,000.00
Construct Raised Stage Area Approx 14X25 Custom Catilever Steps Entering Stage . Includes Step Lights And Recessed Lighting Along Front Of Stage All Low Voltage LED.	350	18.00	6,300.00
Tree Wells & Future Sleeves For Irrigation & Electrical Through Out Entire Area .	1	1,500.00	1,500.00
Construct Aluma wood Free Standing Shade Structure Cover , Or Vinyl . **Note Aluma wood is Insulated ..	1	7,400.00	7,400.00
<p>*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.</p> <p>We can schedule this work to meet your production requirements. Thank you for your consideration. We trust we can be of service.</p> <p>Michael J. Jurado</p>			
Total			\$51,200.00

Approved By: _____

Date: _____

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Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND POLICY 2501-35, PATRON USE
DATE: FEBRUARY 9, 2018

At its regularly scheduled meeting on February 7, 2018, the Recreation Committee moved to amend Policy 2501-35, Patron Use, updating the policy language and eliminating the replacement library card fee.

I move to amend 2501-35, Patron Use, updating the policy language and eliminating the replacement library card fee.

COMMUNITY FACILITIES

LIBRARY

AMEND

Patron Use

The Leisure World Library is for the exclusive use of ~~shareholder/m~~Members of the Golden Rain Foundation (GRF) with the following exception:

1. Guests may accompany residents to the Library, however, they are not permitted to borrow materials.

~~Shareholder/m~~Members wishing to borrow materials from the Library must present a library card each time items are borrowed:

2. To obtain a library card, ~~shareholder/m~~Members must present a resident identification card to the library staff.

Hours of Operation

The Library shall remain open from 9:30 a.m. to 3:30 p.m., Monday through Saturday.

Promotional Materials

Publications of general cultural interest may be placed in the lobby. Advertising of a political, sectarian, travel or Club-related nature may not be placed in the Library.

The Library Operations Supervisor (LOS) is authorized to remove any printed material that does not qualify for placement in the Library.

Artwork Display

The LOS is responsible for the display of artwork in the Library buildings.

1. The display areas in the Library are used for art pieces and collections, in locked cases.
2. The display wall areas in the buildings will be reserved for paintings of the artists in the community.

A display coordinator, who is appointed by the LOS, will establish the art pieces and collections to be displayed each month.

COMMUNITY FACILITIES

LIBRARY

Patron Use

Permanent displays of artwork and collections will not be permitted in the Library buildings unless specific action is recommended by the LOS to the Recreation Committee and approved by the Board of Directors (BOD) of the GRF.

All displays of artwork or collections are the responsibility of the owner to insure in case of loss or damage. The GRF is not responsible for any exhibits. A release must be signed by the exhibitor. (See Exhibit A)

Borrowing Material

For the benefit of the patrons of the Library, a limitation on the number of materials and the length of time they may be borrowed has been established.

Books, Music and Magazines:

	<i>Individual Max. Number</i>	<i>Borrow Time</i>	<i>Renewal Allowed</i>
Books – New (up to 399 pages)	5	1 Week	None
Books – New (400 or more pages)	5	2 Weeks	None
Books – Regular	15	3 Weeks	One
Books – On Tape, CD, MP3 or Playaway	15	3 Weeks	One
Music – Cassettes & Compact Discs (CD)	5	2 Weeks	One
Magazines	5	1 Week	None

DVDs, Blu-Ray, DVSSs and Videos:

	<i>Individual Max. Number</i>	<i>Borrow Time</i>	<i>Renewal Allowed</i>
New Fiction	3	3 Days	None
New Non-Fiction	3	1 Week	None
Regular Fiction	3	1 Week	One
Regular Non-Fiction	3	3 Weeks	One

Exceptions shall be limited to the following:

1. As a convenience to homebound residents, all books, except best sellers, may be borrowed for up to eight weeks.

A daily fine will be assessed for any materials returned after the specified time limit.

COMMUNITY FACILITIES

LIBRARY

Patron Use

Fines

In an effort to have library materials returned within a specified time frame and in good condition, the following fines have been established:

<u>Category Daily:</u>	<u>Late Fine</u>	<u>Maximum Fine</u>
Books	\$.25	\$10.00
Magazines	\$.25	\$ 3.00
Cassette Tapes and Compact Discs	\$.25	\$10.00
Books on Tape, CD, MP3, PlayAway	\$.25	\$10.00
Paperback Books	\$.25	\$ 5.00
Pamphlets	\$.25	\$ 3.00
Videos, DVDs, DVDs and Blu-Ray	\$1.00	\$25.00

Fees

Category Fee:

Replacement Library Card	\$ 2.00
Lost Material / Replacement Fee	Cost of Item

All fines and fees will be collected at the Library.

Business Services

Photocopiers, computers and a facsimile (FAX) machine are available for patron use during operating hours.

Category Cost

Computer Printouts	\$.10 per page
Photocopies	\$.10 per page
Faxes Received	\$.50 per page
Faxes Sent within United States	\$1.00 per page
Faxes Sent Internationally	\$3.00 per page

COMMUNITY FACILITIES

LIBRARY

Patron Use

Loss of Library Privileges

Failure to comply with this policy may result in loss of Library privileges.

Policy:

Adopted: 26 May 15

Amended: 28 Feb 17

GOLDEN RAIN FOUNDATION

Seal Beach, California

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RV LOT AD HOC COMMITTEE
SUBJECT: ADOPT POLICY 1487-50, RECREATIONAL VEHICLE LOT (RVL) RULES AND REGULATIONS (**FINAL VOTE**)
DATE: FEBRUARY 27, 2018
CC: FILE

At its meeting on January 16, 2018, the RV Lot Ad hoc Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1487-50, Recreational Vehicle Lot (RVL) Rules and Regulations.

At its meeting of January 23, 2018, 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 January 25 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code **§4360**.

One of correspondence were received (attached).

At its Special meeting of February 22, 2018, the 2018, the RV Lot Ad hoc Committee reviewed the policy and recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1487-50, Recreational Vehicle Lot (RVL) Rules and Regulations, as amended.

I move to ratify Policy 1487-50, Recreational Vehicle Lot (RVL) Rules and Regulations, as amended.

CORRESPONDENCE

To the RV Lot Ad-Hoc committee and the GRF Board: Review comment and recommendations regarding policy 1487-50

1487-50

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

ADOPT

Recreational Vehicle Lot (RVL) Rules and Regulations

2. Except where otherwise defined and or approved by GRF policies, QRV will be defined in accordance with California Health and Safety Code (CHSC) 18010 as follows:

“Recreational Vehicle” means both of the following:

- 2.1.1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms

Some Recreation Vehicles exceed 320 square feet. Do you mean any vehicle exceeding the 320 square feet cannot be stored in the RV Lot? There is no reason to have this requirement.

- 2.1.2. It contains 400 square feet or less of gross area measured at maximum horizontal projections *Some Recreation Vehicles exceed 400 square feet. Do you mean any vehicle exceeding the 320 square feet cannot be stored in the RV Lot? There is no reason to have this requirement.*

- 2.1.4. It is either self-propelled, truck mounted, or permanently towable on the highways without a permit, i.e., car caddy *What other kind of Recreation Vehicle exist?*

- 2.2 A park trailer, as defined in Section 18009.3 (CHSC). *Not sure why this item is here since 2.1.4 restriction covers this.*

3. The following described solely-owned by GRF Member(s) QRV, operated and

Department of Motor Vehicles (DMV) registered is eligible to be placed in a leased GRF RVL space. All vehicles **must be in operating condition:** *This restriction is in conflict with DMV registration requirements. All parties on a title/registration when it is stated as “OR” are legally responsible for the vehicle. Many owners have other peoples name on the title/registration so that in the event one of them is incapacitated or dies the vehicle can be sold and is not tied up in probate. Additionally many Shareholders have all of their property in a Living Trust including their RV.*

- 3.8. Empty boat trailers are allowed to park in the lessee’s leased space. The trailer and boat must be inspected together at the initial inspection and subsequently every six

months (semi-annually) **This statement is requiring the boat owner to incur the cost of taking their boat out of the water bringing it to the RV Lot for inspection, is this really necessary?**

- 3.9. Box trailers used solely for recreational purposes. No storage or workshops are permitted inside box trailers. Any QRV inside of a box trailer must be operational at all times; in working order and ready to use. Box trailers are subject to random inspection **You may want to consult with your legal counsel to confirm you have the right to go into someone's private property to inspect it.**

4. The following described vehicles are **NOT** permitted to be placed in a leased QRV space and may be towed away at the Member's expense upon approval of the GRF BOD. The QRV **MUST BE** used primarily for the purpose for which it was designed.

4.1. RV of former GRF Members **This statement implies that I cannot buy a RV from a former GRF Member and lease a space in the RV Lot. You may want to consider deleting this requirement.**

4.2 Flat-bed trailers of dimensions greater than 7 feet wide or 10 feet long (including the tongue) **Since you now lease permits "other vehicles: to be stored in the RV Lot why would you have this restriction?"**

4.5. Any trailer (other than flat-bed trailers described in Section 2) used to transport cargo that was not intended by the manufacture for human habitation **Not sure what "not intended by the manufacture for human habitation" means. Did not know "manufactures" designed all trailers for a specific use.**

5. Only a GRF approved QRV, registered solely to GRF Member(s) will be given a one year RVL lease. The GRF Member(s) will provide the following information at the time of the initial application and annually thereafter within 30 days of their QRV registration renewal:

6.1 A valid GRF Member's State issued driver's license

6.2 Proof of appropriate liability insurance with the GRF Member's name as the primary insured

6.3 Vehicle registration papers with the GRF Member(s) name as sole owner

6.4 The current GRF Member's identification card

6.5 Current emergency contact information

Non-compliance with the above will result in cancellation of the lease in the RVL, towing of the QRV and/or disciplinary action.

Don't believe the entire section 5. And 6.1 thru 6.5 belongs in the (RVL), they included and part of the Lease agreement in (RVL). Don't believe these statement belongs here.

9. A maximum of one space per Leisure World address will be assigned. **In the past Shareholders were allowed to have two spaces if a second space were available and if there was no one on the waiting list for a particular size space a second one would be leased to a RV Club Member. The RV Club only allocated 35 spaces to be used as second spaces.**

10. No structures of any kind may be erected on the leased space (i.e., tents, portable garages, shed, unauthorized storage units, etc.). Only one (1) GRF pre-approved storage unit may be placed in the space. A list of approved storage units can be obtained from the RVL Attendant. **Many “sheds” are considered storage units. Clarification on this may be needed**
12. There is a RVL lease fee. There is an initial setup fee. Fee includes processing, gate remote and key. The lease fee is for all GRF approved QRV for each vehicle space, each year. (See Policy 1487.01-50). **Don’t believe this section belongs here it belongs in the Lease Agreement. The (RVL) don’t apply unless you have a Lease Agreement. The Lease Agreement is the predicate to the (RVL)**
13. Annual billing will be sent to every lessee in the RVL prior to June 1st. A prorated refund will be given *only* if the space is *cancelled by GRF* during the lease period. **Don’t believe this section belongs here it belongs in the Lease Agreement. The (RVL) don’t apply unless you have a Lease Agreement. The Lease Agreement is the predicate to the (RVL)**
17. It is prohibited to allow QRV slide outs to be extended. Exception: when using the charging station. **In some QRV the slide-out needs to be extended when you need to access the inside of the QRV when cleaning or loading supplies. I would qualify this statement by limiting the slide-out extension to 24 hours in the assigned space as long as it does not exceed the limits of the assigned space.**
30. The use of the Dump station is for Lessees only and all posted procedures shall be strictly followed. **Dump Station procedures are simple: only dump all liquid waste in the appropriate sewer connection in the pit, rinse out the sewer pit and close sewer connection cover when finish. Leisure World Shareholders Guest with RV should make arrangements with the Lot Manager if they need to use the dump station or be accompanied by a RV Lot Lessee. (There are no public dump station near LW for a Guest to dump their waste water when needed.)**
31. No repairs of any kind shall take place at the charging station. **A list of Safety and minor repair/maintenance has been forwarded to Randy to be consider and inclusion in the Policy.**
32. QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin board by the lot entrance. All sales must be by the owner only. No second party or broker sales will be allowed in the RVL. No “For Sale” signs are to be posted on the QRV. **You may want to check with your legal counsel regarding sale of an individual’s QVR, I don’t believe you can dictate or require and individual, when selling there QRV “by the owner only” The current green bulletin board was installed by the LW Trailer Club as a public bulletin board to post and advertise RV’s for sale, RV parts and accessories, and for RV service and parts vendors to post their services/business cards**
- 32.1. Anyone selling a QRV that belongs to another can have their RVL privileges suspended or revoked and their lease canceled and/or the QRV towed. **You may want to check with your legal counsel on this issue as well. I don’t believe this restriction is legal since it is a private transaction between the two parties.**

33. The pedestrian gate must be locked immediately after passing through at all times. **You may want to consider installing a spring loaded gate closure the closure will assure the gate is closed and locked at all times**
38. Lessees are required to keep the area around their QRV clean and free of debris and clutter at all times.
- 38.4 GRF Members should be conscious of standing water and make every effort to avoid this (i.e., drain plug pulled, covers taut, etc.) **Many of the spaces are not level and are below the roadway level resulting in flooding and standing water in the spaces.**
39. It is prohibited to level, support or raise QRV, trailers or vehicle frames with anything other than permanently installed jacks. **Most older QVR's, trailers did not come with "permanently installed jacks". Supplement jacks are installed to relieve the load of the tires so they do not develop flat spots from sitting on the ground for an extended period of time. Standard practice for most RV's and Trailers.**
40. Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in an unoccupied GRF Member's space. Abandoned materials may be discarded by the GRF RVL Staff, without notice to the Member. **Not sure what this section means. If someone has a Lease how can they abandon materials in their space? Wheel chocks, planks, bricks, wheel covers may be left in the space while the QVR is out of the Lot, they are not abandoned. Also, as stated above some spaces grade is uneven and floods when it rains so many spaces have planks, and bricks to uses as a level walkways and to avoid walking in standing water.**
42. No approved work or maintenance shall be done to any vehicle while in the RVL. The RVL Staff may allow a variance to the above, as determined in its sole discretion. **A list of Safety and minor repair/maintenance has been forwarded to Randy to be consider and inclusion in the Policy.**
43. Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in existence at the time of Policy 1487-50 and Policy 1487.01-50; adoption, are superseded and canceled. **This section is not necessary since there are no prior RV or vehicle Parking Storage Lot Rules and Regulations.**
44. Non-payment of fees in addition to any late fees incurred may result in the disciplinary procedures being implemented by GRF and imposition of fines up to \$500 and/or cancellation of lease. **Don't believe this section is appropriate for Lot Rules. I believe GRF would be better served in having this section part of the Lease Agreement.**
45. If an issued citation has not been addressed/corrected by the Member within thirty (30) days of notification, a second citation will be issued. If the Member continues to ignore the violation, the GRF PRV Panel may recommend to the GRF BOD, the termination of the lease and/or tow of the QRV **Don't believe this section is appropriate for Lot Rules. I believe GRF would be better served in having this section part of the Lease Agreement. Also, you may want to rethink this issue since many Lessee are out for extended periods with their QRV they may not receive the citation and able to address the issue in the time frame you stated.**

The above concludes my comments and review of the new Lot Rules. I do however, have two additional comments related to the RV Lot.

With GRF now having the primary responsibility for administration, governance and coordination of maintenance for the RVL it appears this effort is not working too well. The cost of administering the lot leases: GRF administration time and staff, and the maintenance of the RV Lot is exceeding the income it was to produce. It is my understanding that GRF is requiring more staff to successfully manage the RV Lot. The cost all Leisure World Shareholder will increase.

GRF may wish to consider turning over the management and operation of the RV Lot to the Leisure World Trailer Club when its lease expires in May 2018. This action will free up GRF administration staff, reduce GRF operating cost as well as save all Leisure World Share Holders money. With the Trailer Club assuming the responsibility of managing and maintaining the RV Lot with a 5 year lease agreement there would be no cost to the Leisure World Shareholders. The RV lot would generate income for GRF and reduce the overall operating cost for GRF and the Shareholders.

There is a rumor going around that GRF does not plan on renewing the Leisure World Trailer Clubs lease when it expires in May 2018. Please confirm this rumor is not true and if it is true what would be the justification for such action.

I would like to thank you in advance for reviewing my comments and input regarding the new Lot Rules and the other matter. I look forward to your timely response and answers to the questions I have stated.

Bob Croft
Mutual 9

01-07-2018

NOTE: Review comments are in Bold, Italic, and Underline.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations****1. Recreational Vehicle Lot (RVL) general use conditions:**

- 1.1 The RVL and its facilities shall be maintained for the benefit of all Golden Rain Foundation (GRF) Members in good standing, per the terms and conditions of the Trust Agreement, GRF Bylaws, and Policies. "Good standing" means that Members may not be delinquent on any assessment (more than 30 days), and related charges, fees or fines as verified by Stock Transfer and Finance Departments, for the storage of their Qualifying Recreational Vehicle(s) (QRV).
- 1.2 The Recreation Department has the primary responsibility for administration, governance and coordination of maintenance issues for the RVL. The RVL is authorized by the (GRF) Board of Directors (BOD). For information or maintenance issues in regard to the RVL, call the RVL Attendant at (562) 431-6586 ext. 373.

2. Except where otherwise defined and or approved by GRF policies, QRV will be defined in accordance with California Health and Safety Code (CHSC) 18010 as follows:

"Recreational Vehicle" means both of the following:

- 2.1 A motor home, camper van, travel trailer, truck camper, camping trailer, with or without motive power, **designed for human habitation for recreational purposes**, emergency, or other occupancy that meets all of the following criteria:
 - 2.1.1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms
 - 2.1.2. It contains 400 square feet or less of gross area measured at maximum horizontal projections
 - 2.1.3. It is built on a single chassis
 - 2.1.4. It is either self-propelled, truck mounted, or permanently towable on the highways without a permit, i.e., car caddy

- 2.2 A park trailer, as defined in Section 18009.3 (CHSC).

3. The following described solely-owned by GRF Member(s) QRV, operated and

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

Department of Motor Vehicles (DMV) registered is eligible to be placed in a leased GRF RVL space. All vehicles **must be in operating condition**:

- 3.1. Travel Trailers 13 to 40 feet in length
 - 3.2. Fifth wheel trailers 15 to 40 feet in length
 - 3.3. Folding camp trailers
 - 3.4. Class A recreational motor home, built on a truck chassis with a gasoline or diesel engine
 - 3.5. Class C recreational motor home, built on a modified van chassis and usually overhangs the cab
 - 3.6. Class B conversion van camper (may have a raised roof)
 - 3.7. Boats on trailers (personal water craft i.e. jet skis, Sea Doos or similar vessels)
 - 3.8. Empty boat trailers are allowed to park in the lessee's leased space. The trailer and boat must be inspected together at the initial inspection and subsequently every six months (semi-annually)
 - 3.9. Box trailers used solely for recreational purposes. No storage or workshops are permitted inside box trailers. Any QRV inside of a box trailer must be operational at all times; in working order and ready to use. Box trailers are subject to random inspection
4. The following described vehicles are **NOT** permitted to be placed in a leased QRV space and may be towed away at the Member's expense upon approval of the GRF BOD. The QRV **MUST BE** used primarily for the purpose for which it was designed.
- 4.1. RV of former GRF Members
 - 4.2. Flat-bed trailers of dimensions greater than 7 feet wide or 10 feet long (including the tongue)
 - 4.3. Commercial rental, or similar type, open or closed trailers
 - 4.4. Any eligible (as described in Section 2) DMV registered RV, passenger or commercial vehicle converted into a storage unit
 - 4.5. Any trailer (other than flat-bed trailers described in Section 2) used to transport cargo that was not intended by the manufacture for human habitation
 - 4.6. RV not currently registered with GRF Recreation Department
 - 4.7. Horse/livestock trailers

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

5. All GRF approved QRV must be in operating condition at ALL times and shall be required to display current on-street/highway registration, of any state, on the license plate.
6. Only a GRF approved QRV, registered solely to GRF Member(s) will be given a one year RVL lease. The GRF Member(s) will provide the following information at the time of the initial application and annually thereafter within 30 days of their QRV registration renewal:
 - 6.1 A valid GRF Member's State issued driver's license
 - 6.2 Proof of appropriate liability insurance with the GRF Member's name as the primary insured
 - 6.3 Vehicle registration papers with the GRF Member(s) name as sole owner
 - 6.4 The current GRF Member's identification card
 - 6.5 Current emergency contact information

Non-compliance with the above will result in cancellation of the lease in the RVL, towing of the QRV and/or disciplinary action.

7. Any changes in the QRV ownership, GRF Member's address, insurance, phone number, emergency contact or license plate number of the QRV, must be reported to Recreation Department within seven (7) days of the change. Written notification shall be mailed, or delivered by hand to: **Golden Rain Foundation P.O. Box 2069, Seal Beach, CA, 90740.** The Recreation Department will acknowledge receipt of the documents in writing.
8. **Non-compliance with any rule or regulation contained in this policy may result in cancellation of the RVL lease, towing of the QRV and/or disciplinary action.**
9. Spaces in the RVL will be assigned by the GRF Recreation Department on a first come, first served basis, one vehicle per space, at its sole discretion. A maximum of one space per Leisure World address will be assigned. Spaces will be assigned by the length of the vehicle in order to make the best use of the available spaces. Space assignments are subject to change upon notification. QRV shall only be parked within the footprint of the assigned space. A car caddy, as described in Section 2, may be parked with a motorhome if space allows. QRV not parked in their assigned space will be subject to tow at Member's expense (See Policy 1927-37) and/or the Member may be subject to disciplinary action.

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

10. No structures of any kind may be erected on the leased space (i.e., tents, portable garages, shed, unauthorized storage units, etc.). Only one (1) GRF pre-approved storage unit may be placed in the space. A list of approved storage units can be obtained from the RVL Attendant.
11. The Recreation Department may request that GRF approved QRV will be moved as required for maintenance of the RVL. When a ten (10) day notice has been issued, and if the QRV has not been moved, Staff may move the QRV or have the vehicle moved or towed. All costs incurred will then be charged to the GRF Member leasing the space.
- ~~12. There is a RVL lease fee. There is an initial setup fee. Fee includes processing, gate remote and key. The lease fee is for all GRF approved QRV for each vehicle space, each year. (See Lease).~~
12. —Annual billing will be sent to every lessee in the RVL prior to June 1st. A prorated refund will be given *only* if the space is *cancelled by GRF* during the lease period.
13. The RVL access shall only be granted to those GRF Members having a RVL lot lease. A maximum of one key and one remote per space will be issued. Keys and remotes are the property of the GRF and are issued by the RVL Attendant upon signing a lease for a space. The GRF Member will be the only one issued a key and remote for access to the RVL. The GRF Member may not give or loan their key or remote to anyone. **Non-residents will not be allowed entry into the RVL without the GRF Member being present. The GRF Member must remain with the guest during the duration of their time in the RVL. All QRV will need to be driven or towed off of the lot by the Lessee. Authorization for entry letters will not be allowed. The Lessee is responsible for their guests at all times.**
- ~~14. The Recreation Department will charge a deposit for the key and remote—(See Lease).~~ This fee is refundable upon key and remote return to the GRF Recreation Department. Altering or reprogramming remotes or duplicating the key, will result in disciplinary action and/or the termination of the RVL lease and/or tow of the QRV. **No one without a QRV in the RVL shall have a remote or key. Anyone using same will be removed from the RVL, have the remote and key taken and will no longer be**

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

allowed in the RVL, even as a guest.

15. A current copy of the *Recreational Vehicle Lot (RVL) Rules and Regulations Policy 1487-50 and Fees and Fines for the RVL 1487.01-50*, will be issued to the responsible party of the leased space at the time of application. The GRF Recreation Department will notify the GRF Member when Policy 1487-50 or 1487.01-50 are revised by the GRF.
16. The GRF BOD has authorized the Policy/Parking Review Violation (PRV) Panel to review all citations specific to the RVL, Policy 1487-50, and has authorized the GRF Recreation Department to strictly enforce the GRF RVL Policy 1487-50 and 1487.01-50 noted herein. The GRF BOD has authorized the Recreation Department to tow or remove vehicles or property in violation of this policy, from the RVL at the member's expense. Any exceptions to Policy 1487-50 or 1487.01-50 require the written approval of the Executive Director or designee and BOD President of the Golden Rain Foundation. Member violation citation records shall be kept for three (3) years. The GRF BOD has established penalties for violations and has noted them on the fine schedule in Policy 1487.01-50. Penalties may be greater for repeated violations within a three (3) year period.
17. It is prohibited to allow QRV slide outs to be extended. Exception: when using the charging station.
18. It is prohibited to operate a generator in an unattended QRV. When the GRF Security or RVL Staff observes an infraction of this rule, the QRV will be issued a citation. The GRF Staff will attempt to notify the owner to shut it off.
19. If a QRV is occupied (lived in) while it is parked in the RVL, the responsible GRF Member will be subject to disciplinary action by the GRF PRV Panel. This violation may terminate the lease and/or tow of the QRV.
20. The speed limit within the RVL is five (5) miles per hour.
21. Drivers must observe established roadways. NO driving through or across any unoccupied spaces is permitted.
22. Drivers must follow the natural angle of entry and departure to and from their space.

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

23. Drivers shall not short the acute angle, nor cross lines or marked corners.
24. No off road vehicles are to be driven in the lot at any time, but the GRF Member may load and unload them from their trailer.
25. All vehicles stored in the RVL must be operational at all times. Operational is defined as "in use, in working order or ready to use."
26. No QRV stored in the RVL shall be on a planned non-operation (PNO) status.
27. All QRV leasing a space in the RVL must have a valid GRF RVL use ID sticker, clearly placed on the vehicle.
28. Members shall not engage in any conduct that creates a nuisance or otherwise interferes with the use and enjoyment of other Members' spaces or adjacent residences.
29. All of the conditions of the Lease must be followed at all times.
30. The use of the Dump station is for Lessees only and all posted procedures shall be strictly followed.
31. No repairs of any kind shall take place at the charging station.
32. QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin board by the lot entrance. All sales must be by the owner only. No second party or broker sales will be allowed in the RVL. No "For Sale" signs are to be posted on the QRV.
 - 32.1. Anyone selling a QRV that belongs to another can have their RVL privileges suspended or revoked and their lease canceled and/or the QRV towed.
33. No pets are allowed in the RVL other than to transfer the pet from one vehicle to the other.
34. The pedestrian gate must be locked immediately after passing through at all times.

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

35. Guests shall not drive or leave their vehicles in the RVL at any time. This includes golf carts.
36. Spaces are NOT transferrable. If a QRV is replaced for the same type and size, then a Lessee can maintain their space, but the Lessee must notify the RVL Attendant and update their paperwork. If the QRV is smaller, it may result in a mandatory space change.
37. If the Lessee sells their vehicle, that space is not transferable. If the buyer is a GRF Member and is requesting a space in the RVL, they must be added to the waiting list in the chronological order of the request.
38. Lessees are required to keep the area around their QRV clean and free of debris and clutter at all times.
 - 38.1 All trash is to be placed in trash containers
 - 38.2 No debris shall be tossed onto the ground
 - 38.3 No hazardous materials are to be disposed of in the RVL (i.e., batteries, tires, anti-freeze and other vehicle fluids)
 - 38.4 GRF Members should be conscious of standing water and make every effort to avoid this (i.e., drain plug pulled, covers taut, etc.)
 - 38.5 Tarps and covers must not be frayed or torn or create an appearance of neglect
39. It is prohibited to level, support or raise QRV, trailers or vehicle frames with anything other than permanently installed jacks.
40. Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in an unoccupied GRF Member's space. Abandoned materials may be discarded by the GRF RVL Staff, without notice to the Member.
41. Damage caused to GRF property or another Lessee's property must be reported to the RVL Attendant immediately or in his/her absence to the Security Department, and liability will be assumed by the damaging party. Failure to do so may result in immediate accordance with the California DMV Code Section 20002.
42. No **unapproved** work or maintenance shall be done to any vehicle while in the RVL, unless provided by Policy 1487.02-50.

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

43. One vehicle may remain in the Lessee's space when the QRV is being used on a trip. The vehicle must have a valid GRF Security issued decal on their windshield. No GRF Member visitor passes are allowed. A Lot use pass must be obtained from the RVL Attendant and posted on the dashboard of the vehicle during the Member's trip.
44. Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in existence at the time of Policy 1487-50 and Policy 1487.01-50; adoption, are superseded and canceled.
45. Non-payment of fees in addition to any late fees incurred may result in the disciplinary procedures being implemented by GRF and imposition of fines up to \$500 and/or cancellation of lease.
46. If an issued citation has not been addressed/corrected by the Member within thirty (30) days of notification, a second citation will be issued. If the Member continues to ignore the violation, the GRF PRV Panel may recommend to the GRF BOD, the termination of the lease and/or tow of the QRV.



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RV LOT AD HOC COMMITTEE
SUBJECT: ADOPT POLICY 1487.01-50, SCHEDULE OF FEES AND MONETARY FINES
FOR NOTICE OF VIOLATION (**FINAL VOTE**)
DATE: FEBRUARY 27, 2018
CC: FILE

At its meeting on January 16, 2018, the RV Lot Ad hoc Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1487-50.01, Schedule of Fees and Monetary Fines for Notice of Violation.

At its meeting of January 23, 2018, 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 January 25 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code **§4360**.

No items of correspondence were received.

At its Special meeting of February 22, 2018, the 2018, the RV Lot Ad hoc Committee reviewed the policy and recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1487.01-50, Schedule of Fees and Monetary Fines for Violation, as amended.

I move to ratify Policy 1487.01-50, Schedule of Fees and Monetary Fines for Notice of Violation, as amended.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations****SCHEDULE OF FEES AND MONETARY FINES FOR NOTICE OF VIOLATION**

	First Offense	Second/Subsequent Offense
#001 HAZARDOUS MATERIAL	\$50.00	\$50.00
#002 JACK SUPPORT	\$50.00	\$50.00
#003 ILLEGAL JACK	\$50.00	\$50.00
#004 FLAT TIRE	FIX-IT - TEN (10) DAYS	\$50.00
#005 MAINTENANCE OR REPAIR	\$100.00	\$200.00
#006 TORN, WORN OUT RV COVERS	FIX-IT - TEN (10) DAYS	\$50.00
#007 FAILURE TO PROVIDE REGISTRATION PAPERWORK	CANCELLATION OF LEASE	
#008 EXPIRED REGISTRATION	FIX-IT - TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#009 NO VALID RVL ID STICKER	FIX-IT - TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#010 UTILIZING QRV AS LIVING QUARTERS	MAY CAUSE CANCELLATION OF LEASE	
#011 CLUTTER	\$50.00	\$100.00

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

	First Offense	Second/Subsequent Offense
#012 UNAUTHORIZED STORAGE OUTSIDE QRV	\$50.00	\$100.00
#013 UNAUTHORIZED VEHICLE IN SPACE	\$50.00	\$100.00
#014 QRV USED AS A STORAGE UNIT, BUSINESS OR WORKSHOP	\$50.00	\$100.00
#015 GENERATOR RUNNING UNATTENDED	\$50.00	\$100.00
#016 NON-APPROVED STORAGE UNIT ERECTED IN SPACE	\$50.00	\$100.00
#017 QRV INOPERABLE	FIX-IT - TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#018 FAILURE TO NOTIFY GRF OF QRV CHANGES TO THE OWNERSHIP, REGISTRATION, INSURANCE, ADDRESS, PHONE NUMBER, OR EMERGENCY CONTACT	FIX-IT TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#019 ALTERATION OR RE-PROGRAMMING OF REMOTE OR DUPLICATION OF KEYS	CANCELLATION OF LEASE	
#020 QRV SLIDE OUT EXTENDED FOR MORE THAN ONE DAY	\$50.00	\$100.00

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

	First Offense	Second/Subsequent Offense
#021 QRV EXCESS SPEED LIMIT IN RVL	\$25.00	\$50.00
#022 OFF ROAD VEHICLE DRIVEN IN RVL	\$25.00	\$50.00
#023 PARKING AT CHARGING STATION IN EXCESS OF 24 HOURS	\$50.00	\$100.00
#024 VIOLATION OF DUMP STATION PROCEDURES	\$50.00	\$100.00
#025 SALE OF QRV BY SOMEONE OTHER THAN OWNER	\$100.00	\$200.00
#026 FOR SALE SIGN ON QRV IN RVL	\$25.00 \$20.00	\$50.00 \$20.00
#027 PETS IN RVL	\$25.00	\$50.00
#028 WILLFUL DESTRUCTION OF GRF PROPERTY IN THE RVL	CANCELLATION OF LEASE	



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RV LOT AD HOC COMMITTEE
SUBJECT: ADOPT POLICY 1487.02-50, RV LOT MAINTENANCE (**FINAL VOTE**)
DATE: FEBRUARY 27, 2018
CC: FILE

At its meeting on January 16, 2018, the RV Lot Ad hoc Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1487.02-50, RV Lot Maintenance.

At its meeting of January 23, 2018, 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 January 25 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code **§4360**.

No items of correspondence were received.

I move to ratify Policy 1487.02-50, RV Lot Maintenance, as presented.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****RV Lot Maintenance**

Approved lease holders of the Golden Rain Foundation, within areas defined within the terms of the approved lease, may perform the following safety and general maintenance:

Safety Issue Items:

1. Replace headlights, marker lights, tail lights
2. Replace broken mirrors
3. Replace wiper blades
4. Replace cracked or broken Windows
5. Repair or replace flat or damaged tires, as approved by the RV Lot staff
6. Replace broken bay door latches/locks
7. Contain and mitigate any key fluid leaks
8. Repair or replace damaged roof access ladders
9. Repair or replace surge brakes on trailers

General Maintenance Items:

1. Service or change out batteries that are easily accessible
2. Caulk and seal all exterior seams (to prevent potential water leaks/damage to interior of RV)
3. Inspect and fill up of all fluids (usually performed before and after a road trip)
4. Change out or clean air filters only
5. Repair or replace roof vents (cracked or broken vents may cause water damage if not replaced)
6. Replace broken or missing antennas
7. Repair or replace power jack on trailers
8. Repair or replace power cords



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RV LOT AD HOC COMMITTEE
SUBJECT: AMENDED RV LOT USE LEASE
DATE: FEBRUARY 1, 2018
CC: FILE

At its meeting of November 28, 2017, the Board approved the establishment of the Ad Hoc RV Committee to:

- Develop policies and procedures for the use of the lot
- Develop RV Lot Rules and review lot maintenance and lease agreements

At the February 22, 2018, meeting of the Ad Hoc Committee, the Committee reviewed proposed amendments to lot use lease and moved and approved to recommended to the Board acceptance of the lease, as drafted.

I move to approve the proposed Lease Agreement GRF and GRF Member for the use of Trust Property for storing a recreational vehicle, trailer or other such vehicle used for recreation as defined by applicable policy, for a portion of the Trust Property commonly identified as the RV Storage Lot and authorize the President to sign the agreements compliant to policy.

RV LOT LEASE AGREEMENT

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

NAME: _____

ADDRESS: _____

Seal Beach, Ca. 90740 (hereinafter referred to as "**LESSEE**")

Mailing address

NAME: _____

ADDRESS: _____

I. OPENING CLAUSES

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

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

II. PREMISES

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

III. TERM

The term of this Lease shall commence on _____, 20____, and ending May 31, 20_____.

IV. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

a) LESSEE shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of: [check one]

- ☐ 20 foot or less space: \$120.00 a year
- ☐ 21 foot to 30 foot space: \$150.00 a year
- ☐ 31 foot and above: \$240.00 a year

_____(initial here)

(Page 1 of 8)

The first year's payment is payable ten (10) days after the contract is signed by both parties and the LESSEE is invoiced. For each subsequent year, annual lease payment is due on June 1st with a 10-day grace period. After the 10th day, the account is considered delinquent and is subject to a late charge of 1% for each month the account is delinquent. In addition to late fees, for each check that a bank returns for any reason, the Lessee must pay \$25.00.

- b) Lot Access Devices (Clickers) and Trust property gate key
 - i. Each LESSEE shall receive one (1), lot access clicker and one (1) gate key for a \$50 deposit.
 - ii. Upon end of term of lease and/or cancelation of the lease by the LESSEE, upon returning the clicker and key to GRF, LESSEE shall receive a refund within ten (10) days of the Deposit.
 - iii. Additional clicker and key (one allowed) will be provided for an additional \$50 deposit.
 - iv. Lost or damaged clickers or keys will be replaced for \$25, original deposit shall stand.

- c) All payments shall be remitted to GRF at the address to which notices to GRF are given at Golden Rain Foundation, PO Box 2069, Seal Beach, California 90740 (Attention Accounting).

- d) GRF shall be responsible for all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item 2 above.
 - i. In the event the County of Orange or the State of California increases the real property tax amount or levies a general or special assessment on the portion of the premises documented in Section II, that amount will be paid by GRF and the annual lease payment due under this Lease for the subsequent year will increase by the amount equal to Lessee's pro rata share of the increase or assessment.

V. LIMITATIONS ON USE

- a) LESSEE shall use the premises for the storage and service of recreational vehicles, trailers and other vehicles including all tow vehicles that must be registered in the Shareholders name and have a Leisure World Seal Beach address and in operable condition. All vehicles must be owned by a GRF Member in good standing per the terms and conditions of the Trust Agreement, GRF Bylaws, Policies and Mutual Occupancy Agreement and may not be delinquent on any assessments or fines verified by the Stock Transfer office. LESSEE must be the principle user of the vehicle. All stored equipment will be legally licensed, insured and have a current, registered GRF decal. No vehicles shall have a PNO (planned non-operation) status. No other uses may be made of these premises without the consent of GRF.

- b) LESSEE's use of the premises as provided in this Lease shall be in accordance with the following:

_____(initial here)

- i. LESSEE shall not do, bring or keep anything in or about the premises that will cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
- ii. If the rate of any insurance carried by GRF is increased as a result of the LESSEE's use, LESSEE shall pay to GRF at least ten (10) days before the date GRF is obligated to pay a premium on the insurance within ten (10) days after GRF delivers to LESSEE a certified statement from GRF's insurance carrier stating that the rate increase was caused solely by an activity of LESSEE on the premises as permitted in this Lease, whichever date is later, the sum equal to the difference between the original premium and the increase in the premium.
- iii. LESSEE shall comply with all of the applicable GRF policies and rules concerning the premises and LESSEE's use of the premises, including with limitation, the obligation at LESSEE's cost to alter, maintain or restore the premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the premises during the term.
- iv. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste, the parties hereby agree to amend any and all terms of this Lease Agreement without any cancellation notice required.
- v. LESSEE shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property.
- vi. Security will provide stickers, which must be clearly posted on all vehicles parked on the premises. All vehicles owners must show proof of a valid GRF ID card, valid driver's license, liability insurance and vehicle registration (in GRF Member's name) to be eligible to lease a space in the lot.
- vii. LESSEE is required to keep the area surrounding the premises clean and free of clutter and debris at all times.
- viii. No hazardous materials are to be disposed of in the RV Storage Lot or anywhere on the premises.
- ix. LESSEE is not permitted to conduct any commercial enterprise on the premises.
- x. One (1) space can be assigned to any LWSB address.
- xi. LESSEE shall not allow any vehicles to be washed on the premises, except in the GRF wash facility.
- xii. RV's and all stored vehicles must be driven or towed out of the storage lot at least once a year.
- xiii. No living, overnight sleeping, or cooking in the premises is permitted at any time.
- xiv. Vehicles will be kept in good running order with no flat tires. Lessee shall have 30 days to repair, fix or remove vehicle in need of repair from portions of the leased premises.
- xv. The premises is to be used for storage (see 1 (b)).
- xvi. Change of ownership on any vehicle does not guarantee a space in the premises. The new owner must request permission to enter into a new lease with GRF and he/she will move to the end of any waiting list.

VI. MAINTENANCE

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

a) LESSEE shall be liable for any damage to the premises resulting from the acts of omissions of LESSEE or its authorized representatives.

b) GRF shall maintain the premises.

c) LESSEE shall not make any alterations to the premises without GRF's written consent.

Any alterations made shall remain on and be surrendered with the premises on expiration of termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require LESSEE to remove any alteration that LESSEE has made to the premises. If GRF so elects, LESSEE, at its cost, shall restore the premises to the condition designated by GRF in its election before the last day of the term.

d) If LESSEE is to make any alterations to the premises as provided in this Section, the alterations shall not be commenced until seven (7) days after GRF has received written notice from LESSEE stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

VII. MECHANIC'S LIENS

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

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

VIII. UTILITIES AND SERVICES

a) LESSEE shall make all arrangements for and pay for all utilities and services furnished to or used by LESSEE, including without limitation, sewer and telephone service, except for those utilities and services GRF is to furnish to the premises as set forth in the following paragraph.

b) GRF shall furnish electricity, water and trash service for the premises.

_____(initial here)

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c) GRF shall not be liable for failure to furnish water to the premises when the failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take all reasonable steps to restore the interrupted water services.

IX. INDEMNITY AND EXCULPATION, INSURANCE

a) GRF shall not be liable to LESSEE for any damages to LESSEE or LESSEE'S property from any cause. LESSEE waives all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to LESSEE for damage resulting from the negligent acts or omissions of GRF or its authorized representatives.

b) LESSEE shall indemnify, defend and hold GRF and its agents, authorized representative, directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney fees and costs arising out of any such damage.

c) LESSEE shall pay the premiums for maintaining any insurance required by this Lease.

X. ASSIGNMENT

a) LESSEE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or sublease all or part of the premises, or allow any person or entity to occupy or use all or any part of the premises. Any assignment, encumbrance, or sublease with GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

b) No interest of LESSEE in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

- i. If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which LESSEE is the bankrupt.
- ii. If a writ of attachment or execution is levied on this Lease.
- iii. If, in any proceeding or action in which LESSEE is a party, a Receiver is appointed with authority to take possession of the property.

c) An involuntary assignment shall constitute a default by LESSEE and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of LESSEE.

XI. DEFAULT

a) The occurrence of any of the following shall constitute a default by LESSEE:

- i. Failure to pay monies when due;
- ii. Failure to maintain required insurance and vehicle registration;

_____(initial here)

(Page 5 of 8)

iii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If a default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

b) Notice, as given under this paragraph, shall specify the alleged default in the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the monies that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless GRF so elects in the Notice.

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

i. GRF can terminate LESSEE's rightful possession of the premises at any time with thirty (30) days' notice. No act by GRF, other than giving notice to LESSEE, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of LESSEE's right to possession. On termination. GRF has the right to recover from LESSEE:

1. The worth, at the time of the award of the unpaid monies that had been earned at the time of termination of this Lease;
2. The worth, at the time of the award of the amount by which the unpaid monies that would have been earned after the date of termination of this Lease, until the time of award exceeds the amount of the loss of monies that LESSEE proves could have been reasonably avoided;
3. The worth, at the time of the award of the amount by which the unpaid monies for the balance of the term after the time of award exceeds the amount of the loss of monies that LESSEE provides could have been reasonably avoided; and
4. Any other amount and court costs necessary to compensate GRF for all detriment proximately caused by LESSEE's default.

d) GRF, at any time after LESSEE commits a default, can cure the default at LESSEE's cost. If GRF, at any time by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GRF shall be due immediately from LESSEE to GRF at the time the sum is paid and, if paid at a later date, shall bear interest at the rate of 5 percent (5%) per annum from the date the sum is paid.

XIII. NOTICE

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

_____(initial here)

(Page 6 of 8)

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

XIV. WAIVER

- a) No delay or omission in the exercise of any right or remedy of GRF on any default by LESSEE shall impair such a right or remedy or be construed as a waiver.
- b) GRF's consent to, or approval of any act by LESSEE requiring GRF's consent or approval, shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by LESSEE.
- c) Any waiver by GRF or any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

XV. ATTORNEYS' FEES

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

XVI. MISCELLANEOUS

- a) Entire Agreement and applicable GRF policies and rules. This Lease Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Lease Agreement and supersedes all prior agreements or understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.
- b) Construction. This Lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.
- c) Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this Lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a

_____(initial here)

(Page 7 of 8)

RV LOT LEASE AGREEMENT

counterpart. Signatures on this Lease Agreement transmitted electronically shall have the same force and effect as original signatures.

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

GOLDEN RAIN FOUNDATION

By: _____
GRF President
Date: _____

LESSEE

By: _____
Date: _____

_____(initial here)

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